0214767

File: 0214767 VOL 2

CANADIAN FOREST PRODUCTS

FICHE FILE
0214767 VOL 1
DOES NOT EXIST

This Indenture, made the 8th

day of January, A.D. 19 72, BETWEEN Her Majesty the Queen (hereinafter called the "Lessor," represented herein by her Minister of Lands, Forests, and water Resources for the Province of British Columbia, hereinafter called the "Minister"), of the one part, AND

Canadian Forest Products Ltd.

(hereinafter called the "Lessee"), of the other part.

WITNESSETH that the Lessor, under and by virtue of all powers thereto enabling, doth hereby lease unto the Lessee ALL that tract or parcel of foreshore and (or) land covered by water described as:

Lot 6971, Group 1, New Westminster District

(hereinafter referred to as the "Crown lands"), and more particularly shown on the map or plan hereunto annexed and thereon outlined in red, containing in the aggregate 11.3 acres, more or less, with the appurtenances thereto, save and except all such lands as may, under the provisions and conditions of these presents, be and become hereafter withdrawn from the operation thereof. The Lessor may make a reduction of rent proportionate to any reduction of area made in accordance with the terms of this paragraph.

TO HOLD the Crown lands unto the Lessee for log storage purposes for the term of five years from the date hereof, subject to renewal for a further period of five years at the discretion of the Lessor,

determinable, nevertheless, as hereinafter provided.

A notice, signed by the Deputy Minister, of a renewal of the term shall be conclusive evidence of the renewal and shall be deemed to be incorporated in this Indenture.

YIELDING and paying therefor unto the Lessor, in advance, yearly and every year, the rent of $202.00 per annum ~~for the first five years, and thereafter the rent shall be~~ subject to review and adjustment at the discretion of the Lessor ~~for each successive five year period~~ at the time of any renewal hereof, and that payable on or before the 8th day of January in each year at the office of the Minister at the City of Victoria, whether demanded or not.

A notice, signed by the Deputy Minister, of an adjustment of rental shall be conclusive evidence of the adjustment of the rental and shall be deemed to be incorporated in this Indenture.

AND THE LESSEE HEREBY COVENANTS WITH THE LESSOR, HER SUCCESSORS AND ASSIGNS

To pay rent at the times and in the manner aforesaid:

To enter forthwith upon the Crown lands and make reasonable and diligent use of the same during the term hereof for the purposes aforesaid only:

To pay all taxes, rates, duties, and assessments whatsoever now charged or hereafter to be charged upon the Crown lands or any part thereof; upon the rent or any part thereof; or upon the Lessor, her successors and assigns, in respect thereof:

To observe all and singular the provisions of the Land Laws for the time being of the Province:

To not assign or sublet this lease or the privileges and rights hereby conferred, or any part thereof, without the written consent of the Minister, the consent to be subject to such terms and conditions as the Minister may determine:

PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this Indenture, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister or his duly authorized representative:

PROVIDED also that in case of neglect or default of the Lessee to duly and regularly pay the rent and observe any covenant, condition, or stipulation contained or referred to in this Indenture, it shall be lawful for the Lessor, upon notice in writing mailed by prepaid registered post, addressed to the Lessee's last-known place of residence, registered office, or chief place of business in the Province, or by a like notice posted in a conspicuous place on the Crown lands, to forfeit absolutely all or any portions of the Crown lands as specified in the notice, and all of the rights and privileges hereby conferred shall at once (as to the part or parts so specified only) be absolutely void and of no effect without any actual re-entry on the part of the Lessor, or other proceeding whatever:

PROVIDED also that any notice, demand, notice of cancellation or notice of default, or other communication otherwise affecting the tenancy hereunder which the Lessor may require or desire to give or serve upon the Lessee, may be legally given and served by the Minister, the Deputy Minister of Lands, or other officer acting in their behalf if mailed or posted in the manner hereinbefore provided:

PROVIDED also that in the construction of this Indenture rent not paid in advance shall be deemed to be rent in arrears, and carry with it all the incidents and remedies attaching by law to rent in arrears:

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PROVIDED also that any assignment by operation of any law of bankruptcy or insolvency or any assignment for the benefit of creditors of the Lessee of the premises and privileges hereby conferred shall of itself be a forfeiture of the premises and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the provisions herein contained:

PROVIDED also that the Crown lands shall be subject to all rights of free miners under the Mining Laws of the Province for the time being, and to the laws of the Province in force from time to time with respect to the acquisition of minerals, precious and base, including phosphate, coal, petroleum, and any gas or gases:

PROVIDED also that if, upon the expiration of the term hereof, the Minister decides to re-lease the Crown lands, or any portion thereof, and the Lessee has duly and regularly paid the rent and observed all the covenants, conditions, and stipulations herein contained, the Lessee shall have prior right to a lease of the Crown lands, or portion thereof:

PROVIDED also that on the expiration or sooner determination of this Indenture or upon the withdrawal of a portion of the Crown lands, the Lessee may, within thirty days thereafter, with the written consent of the Minister, remove any buildings or other structures which have been placed on the Crown lands by the Lessee:

PROVIDED also, during the term hereof, the Lessee shall not deposit upon the Crown lands, or any part thereof, any earth or other material for the purpose of reclaiming, filling in, or raising the level of any portion of the Crown lands without the consent in writing of the Minister, and then only in accordance with such terms, conditions, and regulations as the Minister may make:

PROVIDED also that upon the expiration or sooner determination of this Indenture, the Lessee, if required by the Minister, shall, at the Lessee's expense and to the satisfaction of the Minister, forthwith remove or cause to be removed from the Crown lands any structures or other materials which have been erected, placed, or otherwise deposited thereon by the Lessee during the term hereof:

PROVIDED also that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log storage for logs of the Lessee

PROVIDED also that upon the Crown lands no longer being used by the Lessee for log storage purposes as aforesaid, the same shall forthwith *ipso facto* determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease:

PROVIDED also that if this Indenture has been secured by misrepresentation as to any material facts, it may be summarily cancelled by the Lessor in the manner hereinbefore provided:

PROVIDED also that, notwithstanding the rights and privileges of the Lessee herein contained, the Lessor reserves the right to grant rights-of-way across, through, under, or over any portions of the Crown lands for any purpose whatsoever on the condition, however, that the rights-of-way so granted shall not unreasonably interfere with the rights granted by this Indenture or with the Lessee's improvements on the Crown lands, and in the event that the Lessee's rights and improvements are interfered with, compensation shall be set at the sole discretion of the Minister, and his decision as to compensation shall be final:

PROVIDED also that this Indenture is issued and accepted subject to cancellation on ninety days' notice at the discretion of the Lessor.

PROVIDED also that this Indenture is subject to the *Navigable Waters Protection Act*, being chapter 193, *Revised Statutes of Canada, 1952*, and amendments.

PROVIDED also that the Minister, in his sole discretion, may amend or adjust the term hereby granted, the rent reserved, or the description or acreage of the land described in the Indenture, and the Minister shall forward a notice of said amendment or adjustment to the Lessee at his last-known place of residence (or at the registered office or chief place of business in the Province):

INITIALS
LESSEE
WITNESS

PROVIDED, also, that this lease is issued and accepted subject to all lawful by-laws, rules and regulations of every Municipality or other authority which in any manner relate to or affect the Crown lands.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate, also the heirs, executors, administrators, successors, and assigns of the parties hereto and each of them (where the context or the parties so require).

IN WITNESS WHEREOF the [redacted] and the Lessee have hereunto set their hands and seals.

Director of Lands

Signed, sealed, and delivered in the presence of—

[redacted]
Witness to Director of Lands Signature

[redacted]
Minister of Lands.
FOR *Director of Lands*

CANADIAN FOREST PRODUCTS LTD.

~~Witness to Lessee's signature.~~

~~Witness to Lessee's signature.~~
Director

Lessee.

~~Lessee.~~
Secretary-Treasurer

NOTE.—If the Lessee is a copartnership, the instrument must be signed and sealed by each member of the partnership. If the Lessee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signatures of these officials.

C 23846

LEASE

Dated January 8th, 19 72

MINISTER OF LANDS, FORESTS,
AND WATER RESOURCES

TO

Canadian Forest Products Ltd.

For log storage

.....purposes.

Term five years.

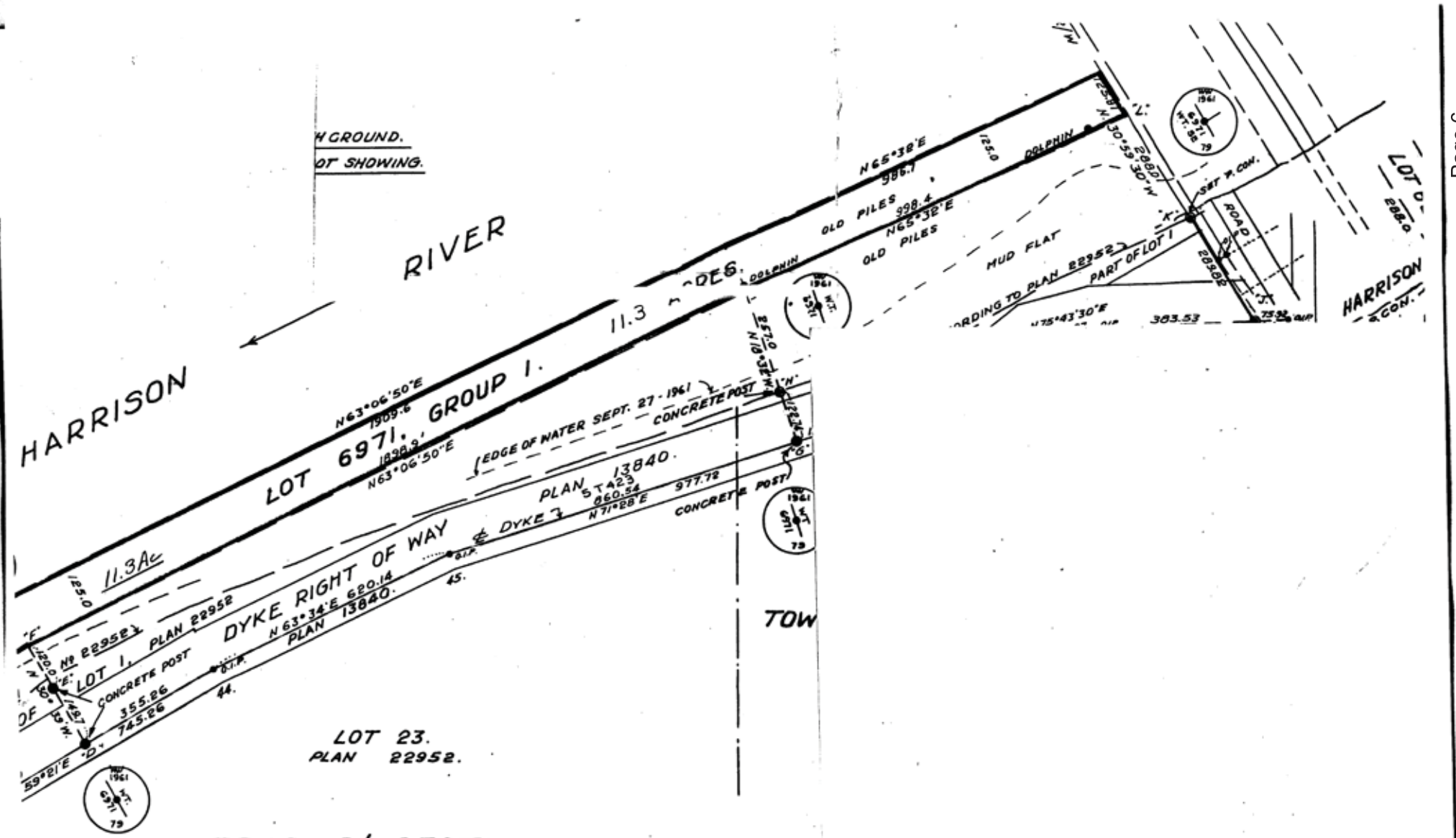
Rental, $ 202.00 per annum.

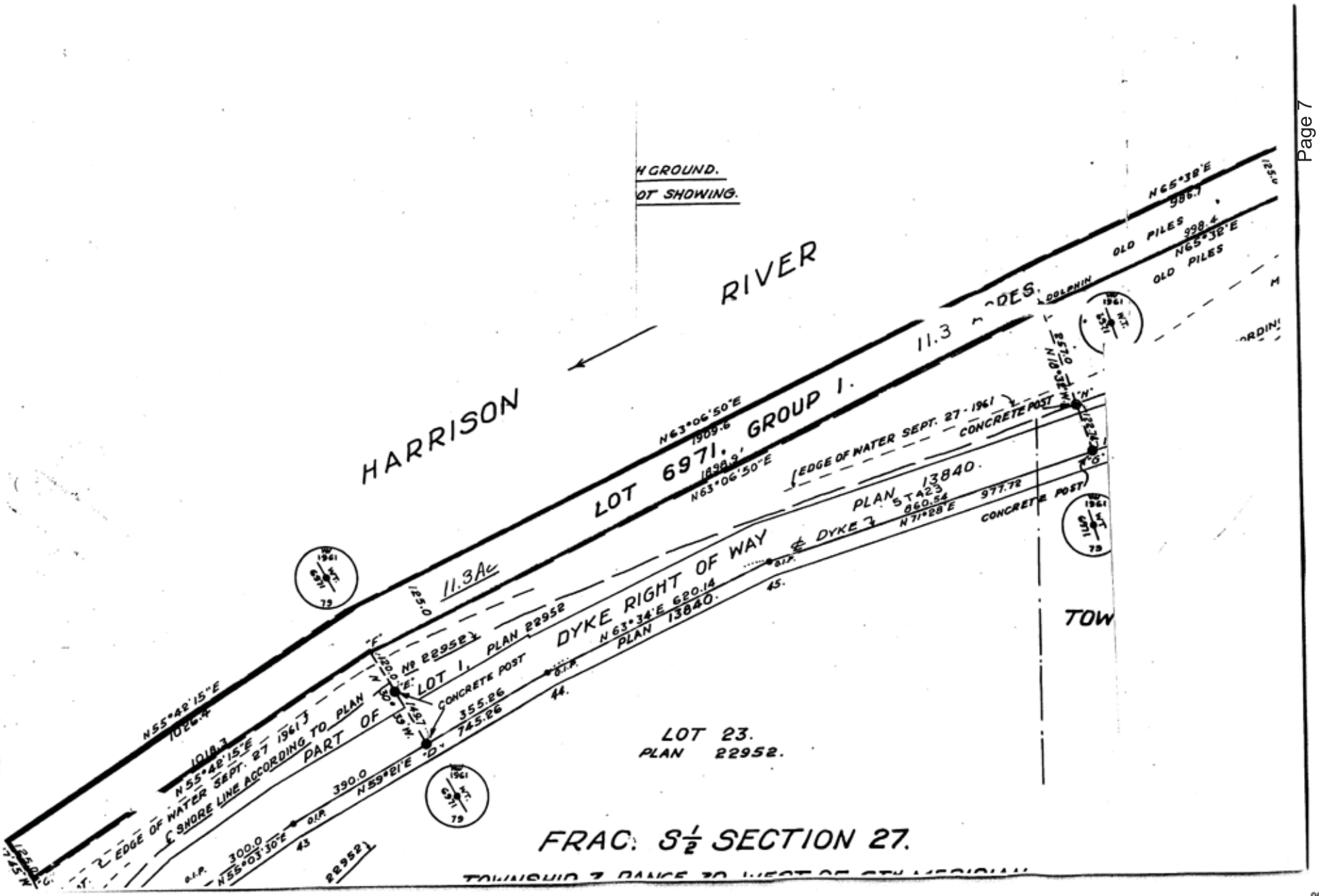
File No. 0214767

BOOMING

L.B. 2—1M-970-7503

00005


H GROUND.
OT SHOWING.
RIVER
HARRISON
LOT 6971. GROUP 1.
11.3 ACRES.
N63°06'50"E
1909.6
1898.9'
N63°06'50"E
11.3Ac
125.0
EDGE OF WATER SEPT. 27 - 1961
CONCRETE POST
PLAN 13840.
STA 23
660.54
N 71°28'E 977.72
CONCRETE POST
DYKE RIGHT OF WAY
DYKE 7
N 63°34'E 620.14
PLAN 13840.
45.
44.
LOT 1, PLAN 22952
CONCRETE POST
355.26
745.26
S 59°21'E "D"
LOT 23.
PLAN 22952.
DOLPHIN
OLD PILES
N65°38'E
386.7
998.4
N65°38'E
OLD PILES
MUD FLAT
PART OF LOT 1
ROAD
HARRISON
TOW
FRAC. S½ SECTION 27.
TOWNSHIP 3, RANGE 30, WEST OF 6TH. MERIDIAN.


H GROUND.
OT SHOWING.
HARRISON
RIVER
LOT 6971, GROUP 1.
11.3 Ac
11.3 ACRES
N63°06'50"E
1909.6
N63°06'50"E
1898.2'
N65°38'E
986.7
N65°38'E
998.4
OLD PILES
OLD PILES
DOLPHIN
EDGE OF WATER SEPT. 27 - 1961
CONCRETE POST
N18°37'W.
857.0
"N"
"O"
N71°28'E
977.72
CONCRETE POST
PLAN 13840.
STA 23
660.54
DYKE RIGHT OF WAY
DYKE
PLAN 13840.
N 63°34' E 620.14
45.
44.
LOT 1, PLAN 22952
PART OF
SHORE LINE ACCORDING TO PLAN
EDGE OF WATER SEPT. 27 1961
N55°42'15"E
1018.7
N55°42'15"E
1026.4
125.0
"F"
"E"
"D"
CONCRETE POST
355.26
745.26
N59°21'E
390.0
N55°03'30"E
300.0
O.I.P.
43
22952
LOT 23.
PLAN 22952.
FRAC. S½ SECTION 27.
TOWNSHIP 7 RANGE 29 WEST OF 6TH MERIDIAN
1961 W.T. 6971 79

00007

Province of British Columbia

Ministry of Lands, Parks and Housing
LANDS AND HOUSING
REGIONAL OPERATIONS
LOWER MAINLAND REGION

MEMORANDUM

A

To: G. A. Rhoades
Regional Director
Lower Mainland Regional
Operations

Date: 82-04-01
Our File: Lot 6871 Gp.1 NWD.
Reg. file: 0214767

Re: Lease renewal on lot 6871 Gp. 1 NWD.
Log storage purposes, Area is 4.572 ha.
Harrison Bay,
Canadian Forest Products Ltd.

New Westminster District

Inspection date 1982, March 22. There has been no change since the 1976 November 5th report and none is planned within the next 5 year period as indicated by Mr. Polderman, Properties Manager for Canadian Forest Products Ltd.

Valuation: Subject lease is within zone "H". For this zone the rental is $1,977.00 per ha.
The foreshore area is 4.572 ha.
4.572 ha. x $1,977.00/ha. = $9,039.00
Indicated rental
Ten year prepayment x 40% of Total Lease Value
40% of $9,039.00 = $3,616.00

Annual Rental
8% x $9,039 = $723.00 per annum
Note: Previous rental was set at $396.00 per annum.

Recommendations: We recommend renewal of the foreshore lease over that area outlined in red on the attached sketch for a further period of ten years, at the indicated prepaid rental fee of $3,616.00. Renewal of said lease subject to the following terms and conditions:

1. Article 2 Section 2.01 - 10 year term (prepaid)
2. Article 3 Section 3.01 - Rent $3,616.00
3. Article 4 Section 4.01 - insurance - 1,000,000.00
   Additional options:
   Option No. 1 (r) - All laws, regulations and orders of the Federal Government of Canada
   Option No. 2 (s) - Deposition of fill
   Option No. 3 (f) - Navigable Water Protection Act
4. Article 7 Section 7.01(g) - Removal of Improvements
5. Article 10 section 10.01 - Security of $2,000.00 required.
6. Uplands - ~~Crown land~~. In the name of applicant. Set Corners.

The subject foreshore lease has been surveyed and it has no industrial site.

Frank Csizmadia
Land Inspector

FC;sk
encl.

OK 82/04/06

Province of
British Columbia

Ministry of Lands,
Parks and Housing

Lands and Housing
Regional Operations
Lower Mainland Region
McLaren Centre
4240 Manor Street
Burnaby, B.C.
V5G 1B2

438-5344 local 313
Attention: Rod Marining

Our file: 0214767
Date: 82-12-23

Canadian Forest Products Ltd.
#2800-1055 Dunsmuir St.
P.O. Box 49420
Bentall Postal Station
Vancouver, B.C.
V7X 1B5

Dear Sirs:

Enclosed herewith is lease No. 231356 covering

Lot 6971, Group 1, New Westminster District

issued in the name of Canadian Forest Products Ltd.
dated June 8, 1982 containing 4.573 hectares
(11.3 acres) and issued for a period of ten years
commencing June 8, 1982 for
log storage purposes,
at the rental of $3,616 for the term duly executed on behalf
of the Regional Director.

Yours truly,

for Manager,
Land Administration

RM/df

Encl.

cc: District Land Manager, New Westminster (L 6971, Group 1)
B.C. Assessment Authority, Chilliwack (92H/4e)
Director of Land Records, Victoria

ENTERED JAN - 4 1982

ENT'D
MAP
CLIS 82-01-04

L.34 (1)

Lease No. 231356 File No. 0214767

( ) FIVE-YEAR REVIEW OF LEASE

Lessee CANADIAN FOREST PRODUCTS LTD.

Area leased
LOT 6971 GROUP 1, N.W.D.

Purpose LOG STORAGE

Lease dated JUNE 8, 1982 Term 10 YRS.

Current ~~annual~~ PREPAID rental $3,616.00 Paid to

Lease section remarks:

Current report dated Rental $ per annum

Recommendation

OCT 28 1986

Recommendation this review, dated 86-10-16 as hereunder

No change in rental remains $3,616.00 for term

Amend rental to $ per annum for next year term

Round rental for administrative purposes to $ per annum

Remarks

Continue for a further 5 years as of 87-06-08

Regional Director

L.64(R10/80)

File: 0214767

GENERAL LEASE - NO ADDITIONAL RENT

THIS LEASE executed in triplicate and dated for reference the 8th day of June, 1982.

IN PURSUANCE OF THE LAND ACT.

B E T W E E N :

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

(hereinafter called the "Lessor")

OF THE FIRST PART

A N D

CANADIAN FOREST PRODUCTS LTD. (Inc. No. (223350), a Company organized under the laws of British Columbia and having an office or other place of business at #2800 - 1055 Dunsmuir Street, Vancouver, British Columbia

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSES that in consideration of the rents reserved and the covenants and agreements set forth below, the parties agree as follows:

ARTICLE I GRANT OF LEASE

(1.01) The Lessor demises and leases to the Lessee that parcel of land consisting of foreshore and River bed described as

Lot 6971, Group 1, New Westminster District

and being more particularly shown outlined in red on the plan annexed hereto as Schedule "A" (herein called the "Land").

ARTICLE II TERM

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of 10 years commencing on the 8th day of June, 1982 (herein called the "Commencement Date").

ARTICLE III RENT

(3.01) YIELDING AND PAYING THEREFORE for the term a rental of $3,616 payable in advance on the Commencement Date.

ARTICLE IV COVENANTS OF THE LESSEE

(4.01) The Lessee covenants with the Lessor

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FNR 41000413

(a) to pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all taxes, rates, levies, duties, charges and assessments now or hereafter assessed, levied or charged by any competent governmental authority upon the Land or any improvements thereon (herein called "Realty Taxes") and if the Lessee defaults in the payment of any such sums, the Lessor may pay and discharge the same and the amounts so paid shall be added to the rent herein reserved and will be due and payable to the Lessor immediately;

(c) to pay and satisfy all payments when due under any Leasehold Mortgage (as hereinafter defined);

(d) to pay and discharge when due all charges for electricity, gas, water, and other utilities supplied to the Land;

(e) to observe, abide by and comply with all laws, by-laws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation, PROVIDED that if the Lessee contests the validity or applicability of such laws, by-laws, orders, directions, ordinances or regulations, he shall indemnify and save harmless the Lessor from all loss, damage, cost and expense suffered by the Lessor by reason of the Lessee contesting their validity and shall furnish the Lessor with such security as may be required by the Lessor;

(f) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor, to remove any improvements and make safe, clean and sanitary any portion of the Land or any improvement that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(g) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land, and for the purpose of this covenant, the permitted use of the land in compliance with this lease shall be deemed not to constitute a nuisance or annoyance;

(h) not to use the Land for any purpose other than for the purpose of storing logs;

(i) to pay interest to the Lessor on rent in arrears at the rate of interest prescribed from time to time under the Land Act in respect of money payable under a lease that is not paid on the due date;

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(j) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than $1,000,000;

(k) to pay all premiums and monies necessary to maintain all policies of insurance required to be maintained by the Lessee herein as the same become due, provided that if the Lessee defaults in the payment of any of the premiums or sums of money, the Lessor may (but will be under no obligation to) pay the same and the amounts so paid will be added to the rent herein reserved and will be payable to the Lessor immediately;

(l) to deliver to the Lessor from time to time, upon demand, copies of all current policies of insurance required to be maintained by the Lessee hereunder;

(m) to deliver to the Lessor from time to time, upon demand, receipts or other evidence of payment of Realty Taxes, insurance premiums, Leasehold Mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(n) not to keep, store or leave upon the Land during the term any refuse or rubbish of any kind;

(o) to indemnify and save the Lessor harmless against all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's occupation of the Land,

and the Lessor may add the amount of such loss, damage, costs and liabilities to the rent herein reserved and the amount so added shall be payable to the Lessor immediately;

(p) to pay all accounts and expenses as they become due for labour performed on, or material supplied to, the Land, save and except for monies that the Lessee is required to retain or hold back under the Builders Lien Act, and with respect to the amounts so retained or held back to pay and deal with the same in compliance with that Act or legislation and to place written notices immediately after the commencement of any construction on the Land,

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on at least two conspicuous places, pursuant to the Builders Lien Act or other legislation of like effect in force from time to time, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land, and to permit the Lessor to enter on the Land for the purpose of placing such notices;

(q) on the expiration or earlier termination of the term

(i) to remove all improvements placed or constructed on the Land during the term,

(ii) to restore the surface of the Land to its original condition, and

(iii) to peaceably quit, surrender, yield up and deliver the Land to the Lessor in a safe, clean and sanitary condition,

and all right, interest and estate of the Lessee in the Land shall cease and vest in the Lessor;

(r) to permit the Lessor, his servants and agents, at all times to enter on and inspect the Land and any improvements thereon;

(s) to comply with all laws, regulations and orders of the Federal Government of Canada, or any of its agencies or commissions, or any international joint commissions of which it or any of its agencies is a member, respecting salmon and fishlife resources in the Harrison River system;

(t) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the written consent of the Lessor, and then only in accordance with the terms and conditions specified in the consent by the Lessor;

(u) not to use the Land or carry on or permit any activity on the land or on the surface of the water covering the Land that contravenes any provision of the Navigable Waters Protection Act (Canada) or any other enactment, order, regulation or law of the Federal Government of Canada respecting navigable waters, shipping or marine life resources;

ARTICLE V ASSIGNMENT

(5.01) The Lessee shall not assign, sublet or transfer this lease without the prior written consent of the Lessor.

ARTICLE VI COVENANTS OF THE LESSOR

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

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ARTICLE VII PROVISOS

(7 .1) PROVIDED always and it is hereby agreed as follows:

(a) if after the termination by the passage of time of this lease or any extension thereof the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

(b) if, during the continuance of this lease, the improvements or any part of them now or hereafter constructed on the Land are destroyed by fire, lightning, tempest, impact of aircraft, acts of God or the Queen's enemies, riots, insurrections or explosion

(i) the rental herein paid or reserved shall not abate or be forgiven, and

(ii) if the improvements so destroyed have not been rebuilt or reinstated at the expiration or earlier termination of the term, the Lessee shall remove the same and restore the surface of the Land so far as possible to its original condition;

(c) title to any ownership of all buildings, structures, and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(d) the Lessor is under no obligation to provide access to the Land or to maintain or improve existing access roads;

(e) that this lease and all the terms and conditions of it may be inspected by the public at such times and at such places as the Lessor may determine;

(f) notwithstanding subsection (j) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (j) of section 4.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change;

(g) if the Lessee, on the expiration or earlier termination of the term, fails to remove all improvements that were placed on the Land during the term, or to restore the surface of the Land to its original condition, the Lessor may remove the improvements and restore the

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Page 15
FEB 11 2015

Land and the Lessee shall compensate the Lessor for all expenses incurred by him for such removal and restoration forthwith on demand.

(7.02) If a dispute arises as to whether or not an improvement on the Land has been destroyed by fire or other causes, the dispute shall be referred to arbitration.

ARTICLE VIII EVENTS OF DEFAULT

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of rent, or the payment of any other sum payable hereunder, and such default shall continue for 30 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, provisions, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of rent or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; or

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this Lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of rent or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Province of British Columbia

(8.02) The remedies of the Lessor in this Article are in addition to the remedies available to the Lessor under the Land Act, and an exercise of the Lessor's remedies under this Article shall not limit or restrict the right of the Lessor to exercise a remedy available to him under that Act.

ARTICLE IX RENEWAL

(9.01) If, on the expiration of the term, the Lessor elects to grant a further lease of the Land, the Lessor shall, by notice in writing, offer the further lease to the Lessee at the rent and on the terms and conditions specified in the notice.

(9.02) The Lessee shall have a period of 60 days from the date of receipt of the notice referred to in section 9.01 to accept a further lease of the Land by endorsing his acceptance on the notice and delivering it to the Lessor within the time limited in this section. If the Lessee elects not to accept the further lease of the Land within the time limited in this section, the Lessor shall be at liberty to grant a lease of the Land to any other person at the rent and on the terms specified in the notice.

(9.03) If the Lessee declines to accept a further lease of the Land under this Article, the Lessor shall not, for a period of two years after the date of the notice referred to in section 9.01 offer a lease of the Land to any person at a rent or on terms more favourable than those specified in the notice without first offering a further lease of the Land to the Lessee at that rent and on those terms.

ARTICLE X SECURITY

(10.01) The security in the sum of $2,000 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed.

(10.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(10.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier termination of this lease.

(10.04) Notwithstanding section 10.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of security required by the Lessor.

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(10.05) The Lessee shall, within 60 days of receiving the notice referred to in section 10.04, cause the amount of Security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

ARTICLE XI EXPROPRIATION

(11.01) If the whole or any part of the Land, or any fixtures or improvements on the Land are expropriated during the term of this lease,

(a) the expropriation shall not constitute a breach of the Lessor's covenant for quiet enjoyment,

(b) the rental shall not abate,

(c) the Lessee shall only be entitled to exercise those rights or remedies that are available to him under the statute that authorized the expropriation.

(11.02) If

(a) the whole of the Land is expropriated, this lease shall terminate on the date the expropriation is effective,

(b) a part of the Land is expropriated, this lease shall continue in effect respecting that part of the Land that is not expropriated.

ARTICLE XII ARBITRATION

(12.01) Any dispute required to be determined by arbitration in accordance with the provisions of this lease shall be determined under the Arbitration Act by reference to a single arbitrator. The cost of any arbitration shall be borne equally by the parties.

ARTICLE XIII MORTGAGE OF LEASE

(13.01) The Lessee shall have the right from time to time to mortgage this lease and the leasehold interest of the Lessee created by it, and any improvements on the Land (herein called the "Leasehold Mortgage"). In the event of any breach or default of any of the covenants, terms and conditions of this lease by the Lessee, the first leasehold mortgagee shall be entitled, in order to avoid a forfeiture of the lease, to make any payments and do and perform all acts or things that may be necessary or required to prevent a forfeiture.

(13.02) The Lessee shall give notice to the Lessor of any Leasehold Mortgage of this lease and the Lessee's leasehold interest herein together with a copy of the instrument creating it within 30 days after it is granted.

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(13.03) If by reason of the default of the Lessee this lease is terminated before the expiration of the term, the Lessor shall enter into a new lease of the Land with the first leasehold mortgagee for the period that but for such termination would have been the remainder of the term, the new lease to become effective immediately on the termination of this Lease, at the rent and on all of the terms, provisions, covenants and agreements contained in this Lease, subject to the rights of any person then in possession of the Land so long as

(a) the first leasehold mortgagee has made a written request to the Lessor for a new lease within 30 days of its termination and the request is accompanied by payment to the Lessor of all sums of money then due to the Lessor hereunder including reasonable legal fees and expenses in connection with the foregoing and with the preparation of the new lease;

(b) at the time of execution and delivery of the new lease, the first leasehold mortgagee pays to the Lessor all sums that would at the time of execution and delivery of the new lease be due under this lease but for such termination and agrees to diligently cure or remedy any default of the Lessee under this lease, the curing or remedying of which requires the leasehold mortgagee to be in possession of the Land.

(13.04) So long as the Lessor has received written notice of a Leasehold Mortgage under section 13.02, the Lessor will give 30 days notice to the first leasehold mortgagee at his address specified in the notice, of the Lessor's intention to terminate this lease and of the nature of the Lessee's default hereunder.

(13.05) Under any new lease delivered to the first leasehold mortgagee, the Lessor shall not warrant possession, but shall lease only that estate in the Land as the Lessor shall then have, subject only to those matters to which this lease is subject and to those matters suffered, created or permitted to be suffered or created by the Lessee under the terminated lease.

(13.06) The failure of the first leasehold mortgagee to execute and deliver to the Lessor the new lease within 30 days after it is tendered by the Lessor or to comply with any other provisions of this Article shall conclusively be deemed an abandonment and waiver on the part of the first leasehold mortgagee of all rights to obtain the new lease and of any and all rights against the Lessor.

(13.07) The Lessor hereby represents that the first leasehold mortgagee shall be entitled to rely on the provisions of this Article and to enforce them against the Lessor subject to the provisions of this lease.

(13.08) The making of a Leasehold Mortgage shall not constitute an assignment, sublease or transfer of this lease that requires

(a) the consent of the Lessor, or

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(b) the leasehold mortgagee to observe and perform the Lessee's covenants unless the leasehold mortgagee enters into possession of the Land in the exercise of his rights to foreclose the Leasehold Mortgage.

ARTICLE XIV NOTICE

(14.01) Any written notice to be served upon or given to either the Lessor or the Lessee pursuant to this lease shall be sufficiently served and given if delivered or mailed, prepaid and registered, in the case of the Lessor, addressed to him at the Parliament Buildings, Victoria, British Columbia, to the attention of the Minister of Lands, Parks and Housing, or such other member of the Executive Council of the Government of British Columbia who may be charged with the administration of the Land Act at the date of the notice and in the case of the Lessee, addressed to him at

#2800 - 1055 Dunsmuir Street
P.O. Box 49420
Bentall Postal Station
Vancouver, British columbia
V7X 1B5

and if the notice is mailed the date of receipt shall be deemed to be 96 hours after the hour of mailing.

(14.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(14.03) Notwithstanding section 14.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same on a conspicuous place on the Land.

ARTICLE XV MISCELLANEOUS

(15.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. The waiver by the Lessor of any breach by the Lessee of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(15.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

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(15.03) The Lessor hereby reserves the right to grant other dispositions of the Land by way of easement, statutory right-of-way, or right to flood, whether or not the interest granted has a dominant tenement, to

(a) a Crown Corporation or agency, or

(b) a municipality, regional district, improvement district, water users community, public utility, a pulp or timber, mining, railway or smelting corporation, or a corporation authorized to transport oil or gas, or both oil and gas, or solids, as defined in the Pipeline Act, or

(c) any other person designated by that member of the Executive Council of the Province of British Columbia charged with the administration of the Land Act,

for any purpose necessary for the operation and maintenance of the grantee's undertaking and the Lessee agrees that a grant made under this paragraph shall not constitute a breach of the Lessor's covenant for quiet enjoyment, and the Lessee hereby consents to any such grant and will forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease to any such grant.

(15.04) Any interference with the rights of the Lessee under this lease by virtue of the operation of the Mineral Act, Petroleum and Natural Gas Act, Coal Act or Water Act or any certificate, lease, permit, or license issued under those Acts shall not constitute a breach of the Lessor's covenant of quiet enjoyment.

(15.05) This lease and the term herein granted is subject to

(a) all subsisting grants to, or rights of, any person made or acquired under the Mineral Act, Petroleum and Natural Gas Act, Coal Act or Water Act, whether or not the Lessee has actual notice of them,

(b) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the Land Act.

(15.06) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(15.07) Time is of the essence in this agreement.

ARTICLE XVI INTERPRETATION

(16.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

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(16.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions hereof.

(16.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the Land Transfer Form Act, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

(16.04) This lease shall be interpreted according to the laws of the Province of British Columbia.

(16.05) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(16.06) If any section of this lease 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.

Province of
British Columbia

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

SIGNED, SEALED AND DELIVERED on behalf of Her Majesty The Queen in Right of The Province of British Columbia by the Minister of Lands, Parks and Housing, or his duly authorized representative, in the presence of:

MANAGER,
LAND ADMINISTRATION

A Commissioner for taking Affidavits in British Columbia

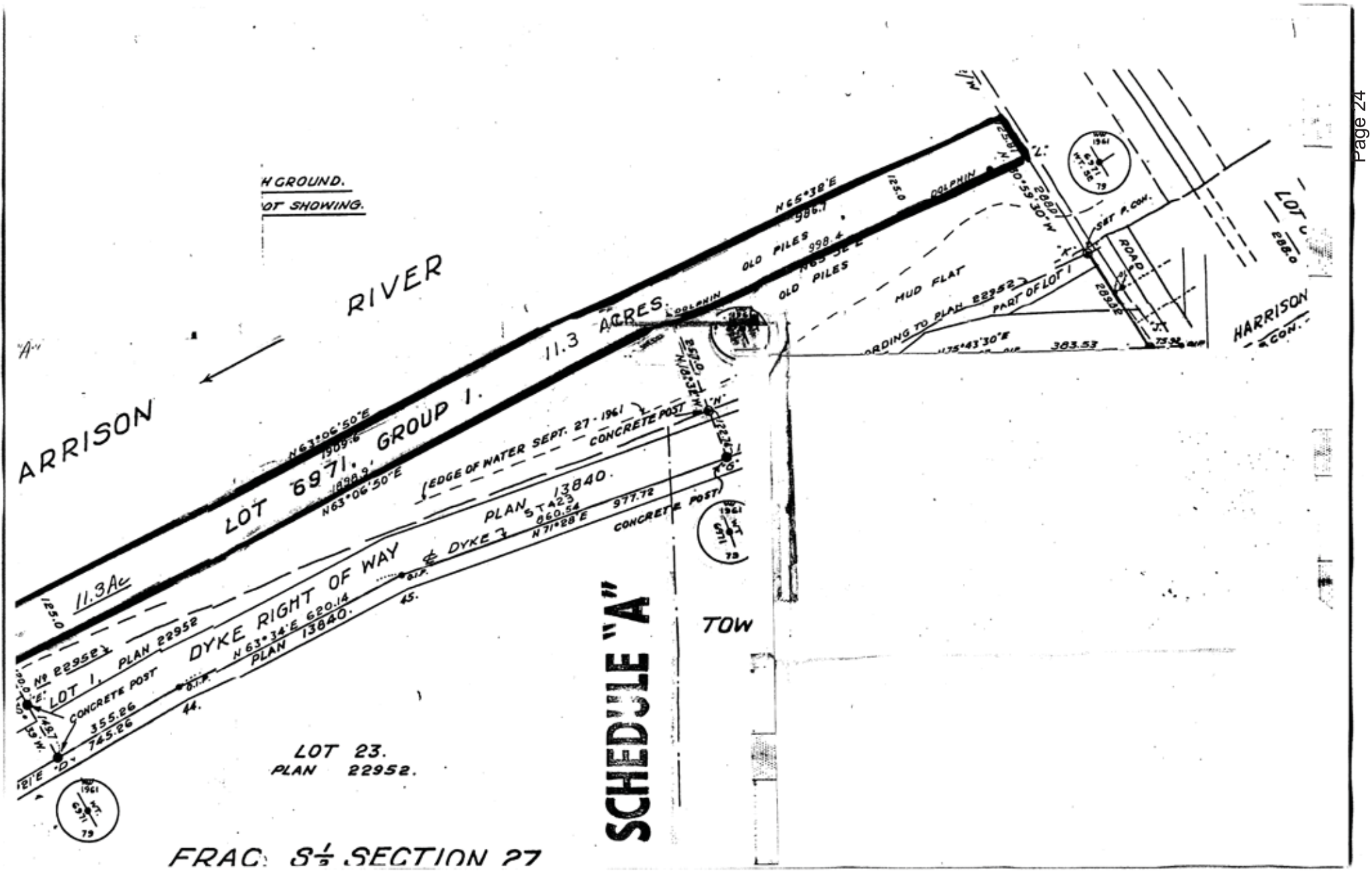
"The Common Seal of CANADIAN FOREST PRODUCTS LTD. was hereunto affixed in the presence of

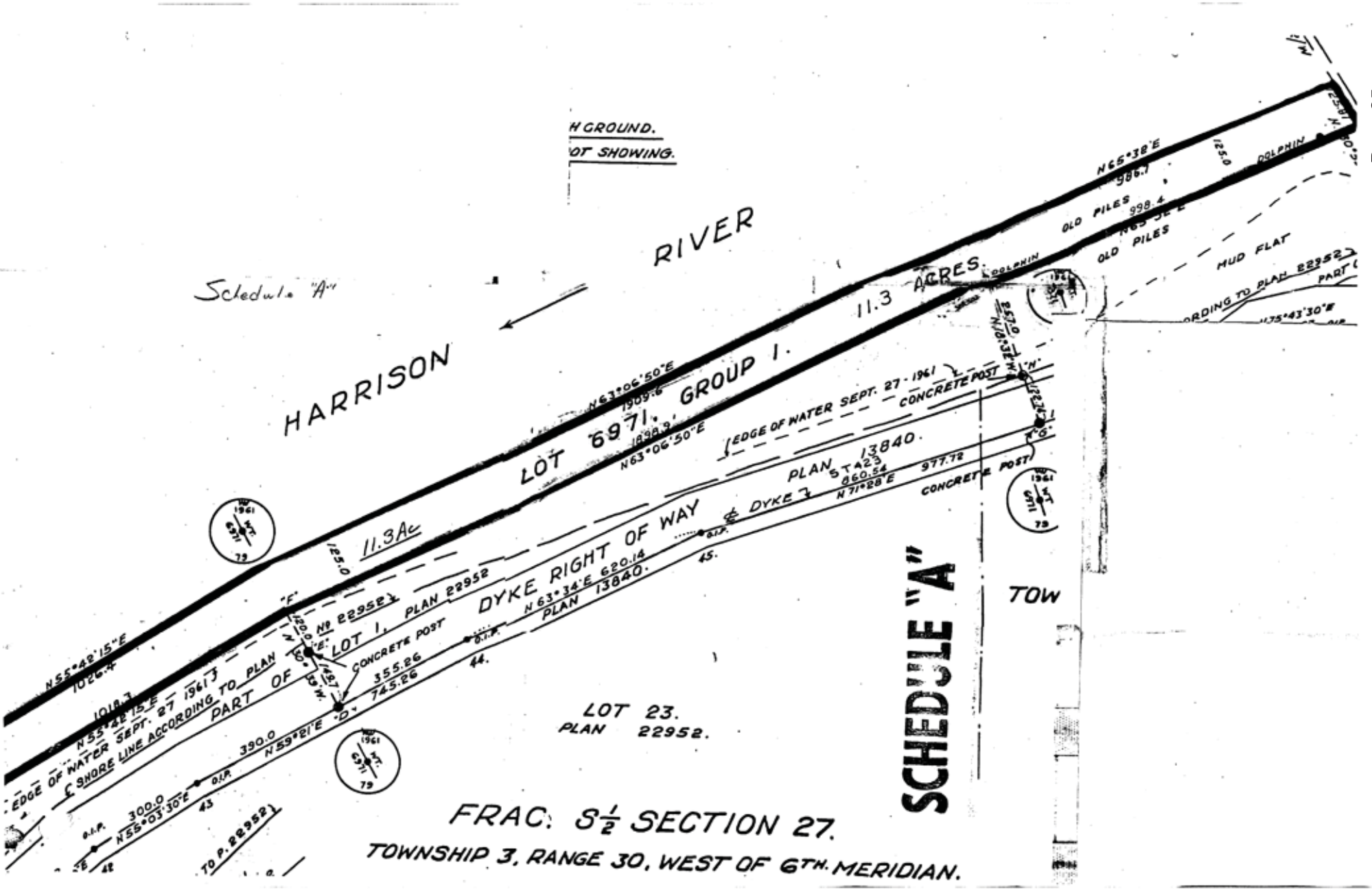
AUTHORIZED Signatory
Vice-President

AUTHORIZED Signatory
Assistant Secretary

c/s".

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RIVER
ARRISON
LOT 6971, GROUP 1.
11.3 ACRES.
11.3Ac
DYKE RIGHT OF WAY
DYKE 3
PLAN 13840.
EDGE OF WATER SEPT. 27 - 1961
CONCRETE POST
LOT 1, PLAN 22952
LOT 23.
PLAN 22952.
SCHEDULE "A"
TOW
MUD FLAT
ROAD
SET P. CON.
HARRISON
CON.
OLD PILES
DOLPHIN
ACCORDING TO PLAN 22952
PART OF LOT 1
FRAC. S½ SECTION 27


H GROUND.
OT SHOWING.
RIVER
HARRISON
Schedule "A"
11.3 ACRES.
LOT 6971. GROUP 1.
11.3Ac
N63°06'50"E
1909.6
1898.2
N63°06'50"E
N65°38'E
986.1
998.4
OLD PILES
OLD PILES
DOLPHIN
DOLPHIN
MUD FLAT
EDGE OF WATER SEPT. 27 - 1961
CONCRETE POST "N"
PLAN 13840.
DYKE RIGHT OF WAY
& DYKE
LOT 1, PLAN 22952
PART OF
EDGE OF WATER SEPT. 27 1961
℄ SHORE LINE ACCORDING TO PLAN
N55°48'15"E
1026.4
N55°48'15"E
1018.3
CONCRETE POST
355.26
745.26
N63°34'E 620.14
PLAN 13840.
N71°28'E 977.72
CONCRETE POST
LOT 23.
PLAN 22952.
SCHEDULE "A"
TOW
FRAC. S½ SECTION 27.
TOWNSHIP 3, RANGE 30, WEST OF 6TH. MERIDIAN.
N55°03'30"E
300.0
390.0
N59°21'E
TO P. 22952
125.0
N63°06'50"E
N65°38'E
125.0
N75°43'30"E
PART
ORDING TO PLAN 22952

Province of British Columbia

Ministry of Environment, Lands and Parks

Lower Mainland Region

Lands Operations Division
Suite 401 , 4603 Kingsway
Burnaby, B.C.
V5H 4M4
Telephone: (604) 660-5500

GST Registration No. R107864738

Your contact is: **Pat Smith**
Examiner
660-5500

Our File: 0214767

1992-01-17

ENTRY

W.L. ____
TAS ✓
CLR ____
Mapping ____
Field Services ____

Please initial as entry made

OFFER OF LEASE

Canadian Forest Products Ltd.
Box 49420, 2800 - 1055 Dunsmuir Street
Vancouver, British Columbia
V7X 1B5

Dear Sir:

We are pleased to offer you a Lease over **District Lot 6971, Group 1, New Westminster District and containing 4.5730 hectares** (the "Land") for **log handling and storage purposes.**

This is to replace **Lease No. 231356.**

You can accept this offer by providing us with the following **by March 13, 1992.**

FEES PAYABLE

Payment of the fees as outlined below:

Lease Rental	$	881.00 T*
Documentation Fee	$	150.00 T*
Application Fee	$	50.00 T*
GST (7% X $1081.00)	$	75.67
TOTAL	$	1156.67 ✓

T* - denotes GST payable

ENTERED
JAN 19 1992

C5

Please make your cheque or money order payable to the Minister of Finance and Corporate Relations.

LIABILITY INSURANCE

We accept your evidence of blanket liability insurance and therefore waive submission of this evidence at this time.

SECURITY DEPOSIT

We accept your evidence of blanket security and therefore waive submission of this evidence at this time.

SIGNING OF DOCUMENTS

In the spaces provided on the signature page, please sign all of the Lease documents and have your signature(s) witnessed. Return all copies to this office and an originally executed copy will be sent back to you.

If you accept this offer, you agree that:

1. This offer cannot be transferred to another person;
2. This offer and the Lease does not guarantee that:
   (a) the Land is suitable for the approved use,
   (b) it can be built on,
   (c) there is access to it, and
   (d) it is not susceptible to flooding or erosion;
3. This offer shall survive the signing and issuance of the Lease provided that in the event of any contradiction between the terms of the offer and the Lease, the Lease shall prevail;
4. In accordance with the provisions of the Land Act, this offer is not binding upon the Crown until the Lease is signed by the Crown.

If you accept this offer, you confirm that:

A. You (or your authorized representative) have inspected the Land and are fully aware of its condition;
B. You have knowledge of all municipal and regional bylaws regulating the use and development of the Land;
C. Time is of the essence;
D. Your company is incorporated or registered in British Columbia under No. **223350** and has the legal capacity to acquire land.

This offer expires if you do not accept it within the time period stated.

If you have any questions, please contact **Pat Smith** at **660-5500.**

Yours sincerely,

Authorized Representative

D. VAN DER HORST

For Land Title Office use: Page ___ of ___.

Province of British Columbia

Ministry of Environment, Lands and Parks

Lease Aquatic Lands

Lease No.

File No. 0214767

THIS LEASE dated for reference the **10th day of June, 1992.**

IN PURSUANCE of the *LAND ACT* (Section 35) and the *LAND TRANSFER FORM ACT*

BETWEEN:

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

(hereinafter called the " Lessor")

OF THE FIRST PART

AND:

Canadian Forest Products Ltd., (Inc. No. 223350)
Box 49420, 2800 - 1055 Dunsmuir Street
Vancouver, British Columbia
V7X 1B5

(hereinafter called the " Lessee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter called the "Land");

NOW THEREFORE in consideration of the fee to be paid by, and the covenants of the Lessee, the parties agree as follows:

Article I - Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for **log handling and storage purposes.**

Article II - Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a *term of* **10 years** *commencing on the* **10th day of June, 1992** (hereinafter called the Commencement Date").

Lease Aquatic Lands	File No. 0214767

Article III - Fees

(3.01) YIELDING AND PAYING THEREFORE for the term the fees prescribed in the Fee Schedule attached.

Article IV - Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

(a) to pay fees when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(f) to use and occupy the Land in accordance with the provisions of this lease and any Special Proviso Schedule;

(g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage, third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than **$1,000,000.00**, PROVIDED, however that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;

(h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change, except that when the Lessee is self-insuring this section shall not apply;

(j) to indemnify and save the Lessor harmless against all loss, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land,

and the Lessor may add the amount of such loss, damages, costs and liabilities to the fees and the amount so added shall be payable to the Lessor immediately;

(k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the ***Builders Lien Act***, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;

(l) on the expiration or earlier cancellation of this lease

(i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,

(ii) to restore the surface of the Land to the satisfaction of the Lessor, AND

(iii) notwithstanding section 4.01 (l)(i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed,

and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;

(m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Lessor;

(o) not to dredge or significantly displace beach material on the Land without the prior written consent of the Lessor;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land.

Article V - Assignment

(5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior consent of the Lessor.

Article VI - Covenants of the Lessor

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII - Provisos

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all of the terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

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(b) title to and ownership of all buildings, structures and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;

(e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;

(f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the ***Commercial Arbitration Act***;

(g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;

(h) this lease and the term herein granted is subject to:

(i) all subsisting grants to or rights of any person made or acquired under the ***Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act*** , or ***Water Act*** , or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND

(ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the ***Land Act:***

(i) the Lessee acknowledges and agrees with the Lessor that

(i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,

(ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,

(iii) he shall not commence or maintain proceedings under section 60 of the ***Land Act*** in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the right, privileges or interests described in subsections (d) and (h) of section 7.01, AND

(iv) all schedules attached to this lease form an integral part of this lease.

Lease Aquatic Lands	File No. 0214767

Article VIII - Events of Default

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of fees, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of fees or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; OR

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of fees or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Article IX - Security

(9.01) The security in the sum of $50,000.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed, Provided, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection.

(9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.

(9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.

Lease Aquatic Lands	File No. 0214767

(9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.04 cause the amount of security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

Article X - Notice

(10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article XI - Miscellaneous

(11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(11.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(11.04) Time is of the essence in this agreement.

Article XII - Interpretation

(12.01) In this lease, unless the contest otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions hereof.

(12.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the ***Land Transfer Form Act,*** those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

Lease Aquatic Lands	File No. 0214767

(12.04) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(12.05) If any section of this lease 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.

IN WITNESS WHEREOF, the parties have executed this lease 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:

_____

_____

_____

_____

Authorized Signatory

SIGNED on behalf of **Canadian Forest Products Ltd.** by a duly authorized signatory in the presence of:

_____

_____

_____

_____

Authorized Signatory

For Land Title Office use: Page ___ of ___.

Province of British Columbia | Ministry of Environment, Lands and Parks

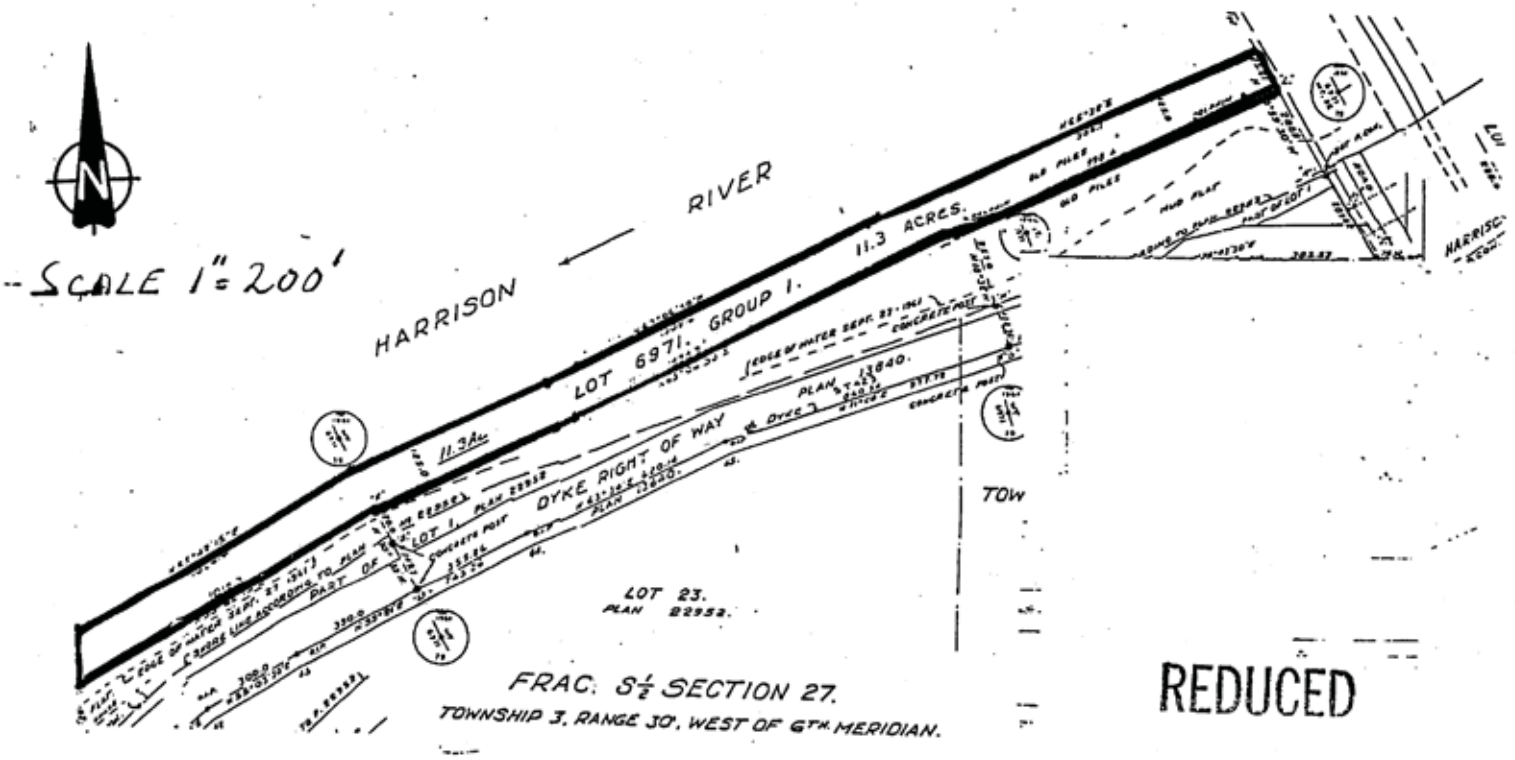
Legal Description Schedule

Lease No. | File No. 0214767

1. Legal Description

District Lot 6971, Group 1, New Westminster District as shown outlined in red on the sketch attached and containing 4.573 hectares.

2. Sketch Plan



For Land Title Office use: Page ___ of ___.

Province of British Columbia

Ministry of Environment, Lands and Parks

SPECIAL PROVISO SCHEDULE

Lease No.

File No. 0214767

1. The Lessee shall

(a) not anchor or secure any buildings, structures or improvements on the Land except as shown in the schedule attached to this Lease called the Legal Description Schedule;

(b) not interrupt the movement of beach sedimentary material by water along the shoreline;

(c) not construct a fence, bulkhead, groin, breakwater, floating boom or any structure by another name which acts in a like manner, on the Land, without the prior written consent of the Lessor;

(d) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;

(e) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the ***Waste Management Act***;

(f) not use construction materials containing toxic substances, except in marine waters where the use of preservative-treated wood may be necessary;

(g) not involve pile driving in the construction or maintenance of improvements on the Land without the prior written consent of the Lessor.

2. ADDITIONAL PROVISOS

Province of British Columbia

Ministry of Environment, Lands and Parks

FEE SCHEDULE

Lease No.

File No. 0214767

1. THE FEE FOR THE TERM SHALL BE

   (a) for the first year of the term, a fee of **$881.00** payable in advance on the Commencement Date; AND

   (b) during the balance of the term, an annual fee of $500 or the amount determined by the Lessor under this Schedule, whichever is the greater, payable in advance, beginning on the first anniversary of the Commencement Date and thereafter on each successive anniversary of that date.

2. In this Schedule

   - "Land Value", in reference to the Land, means the value of the Land as determined by the Lessor in his sole discretion;
   - "Notice" means a notice in writing to the Lessee under section 5;
   - "Rate", in reference to the calculation of the annual fee payable during the term of this Lease means **8%**.

3. The annual fee payable under section 1(b) shall be an amount equivalent to the product of the Rate multiplied by the Land Value.

4. The Lessor shall, from time to time, calculate the annual fee under section 1(b) in accordance with section 3 and the calculation of the Lessor shall be final and binding on the Lessee.

5. The Lessor shall, not less than 30 days before each anniversary of the Commencement Date during the term, give written notice to the Lessee specifying the annual fee payable under section 1(b) for the immediately succeeding year of the term and the annual fee specified in the notice shall constitute conclusive evidence of the annual fee payable for the year of the term specified therein.

6. If the Lessor does not give notice to the Lessee under section 5, the annual fee shall be equal to the annual fee calculated or in force during the immediately preceding year of the term.

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
Rapicom: 660-5538

File: 0214767

Date: 92-03-06

Canadian Forest Products Ltd.
Box 49420
2800 - 1055 Dunsmuir St.
Vancouver, B.C.
V7X 1B5

Dear Sirs:

It is my pleasure to enclose your original copy of Lease No. 234896 duly executed on behalf of the Regional Director, which replaces Lease No. 231356.

The Lease is issued for a term of ten (10) years commencing for June 10, 1992, for log handling and storage purposes at the rental of $881.00 for the first year.

This Lease covers District Lot 6971, Group 1, New Westminster District and containing 4.573 hectares.

Please do not hesitate to contact me if you have any questions or require assistance. It continues to be our pleasure to be of service.

Yours truly,

Pat E. Smith
Examiner

PES:df

cc: B.C. Assessment Authority, Chilliwack
Surveyor General Branch, Victoria
Regional District of Fraser-Cheam

P

REGIONAL DIRECTOR N.D. From: Larry Sorken

JAN 10 1992 Regional File No. 0214767

Air Photo:

File Exam Date: Report Date: Nov. 5/1991

Tenure Holder: Canadian Forest Products Ltd.

Legal & Location: D.L. 6971, Sp. 1, NWD

Purpose: Log storage

Review or renewal: June 8, 1992

Date of tenure: June 8, 1982 Term: 10 yrs.

Special Conditions: Lease 231356 expires June 8, 1992

Area & Size: 4.573 ha.

Access:

Present Use & Compliance:

Referral Agencey Comments/Concerns: N/A

Present Rental: #3616 prepaid Suggested Rental: #881/yr.

Folio & Year: Actual Land Value:

Market Value: Improvements:

Rental Calculation Method: ✓ Zone J - #2409/ha. value

#2409 × 4.573 ha. × 8% = #881/yr.

Recommend Comments: ✓ ① a log storage lease

✓ ② term of 10 yrs.

Recommend:

Land Officer

Canadian Forest Products Ltd.

CANFOR

an filiated companies

MINISTRY OF LANDS AND PARKS
LANDS OPERATIONS

March 3, 1992

MAR 0 6 1992

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

Your File: 0214767
Our File: PF 166.1

Ministry of Environment,
Lands and Parks
Lands Operations Division
Ste. 401, 4603 Kingsway
Burnaby, British Columbia
V5H 4M4

ATTENTION: Pat Smith, Examiner

Dear Sirs:

RE: Lease over D.L. 6971, Gp 1, N.W.D.
to replace Lease No. 231356

Please refer to your letter of January 17, 1992 and find enclosed a cheque in the amount of $1,156.67 as well as the duly executed lease document, in triplicate.

Yours truly
CANADIAN FOREST PRODUCTS LTD.

Murray W Carpenter

Murray Carpenter, Manager
Property & Property Taxes

/jlm
enclosure

COMP ENT'D MAR 06 1992

RECEIVED

MAR - 6 1992

$ 1156.67

BY J Thom

Rent 881.00 C
Wages 150.00 C612
Appl 50.00 C611
GST 75.67 - C314

HARRISON CAMP 0002094BY1 C140 SUPC BM1 345014 02/26/92 PF 166.1 $1,156

REFERENCE	INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
MINISTEROF	92-0214767	011792	1,156.67	0.00	1,156.

MINISTRY OF LANDS AND PARKS
LANDS OPERATIONS

MAR 0 6 1992

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

Canadian ompanies PLEASE DETACH BEFORE PRESENTING

BILLING - 1992

D OFFICE 0002094BY1 C160 SUPC BM1 762230 05/27/96 $942.67

REFERENCE	INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
MINISTEROF	234896 APR96	043096	942.67	0.00	942.67

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS

MAY 29 1996

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

20010175

adian Forest Products Ltd. and affiliated companies

PLEASE DETACH BEFORE PRESENTING

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

RMS SERVICE NO: 6757

File No. 5215757 Document No. 234896 Invoice No.

Statement Date: 96/04/30
Due Date: 96/05/10

RECEIVED
MAY 29 1996
942.67
A/R
20010175

Name: CANADIAN FOREST PRODUCTS LTD.

PLEASE ENTER ADDRESS CHANGES BELOW:

STREET

CITY

POSTAL CODE PHONE

$ BY

Balance Owing $ 942.67

COMP ENT'D MAY 31 1996

Regional office

MINISTRY OF ENVIRONMENT, LANDS AND PARKS
401 - 4603 KINGSWAY
BURNABY
V5H 4M4 PH: (604) 660-5500

ENTER AMOUNT OF PAYMENT $

FS 79 (FIN) REV. 88/10

ORIGINAL

REVIEW NOTICE

FILE NO: 0214767

REVIEW REASON 01 REVIEW DATE 97-06-10

RECOMMENDATIONS continue LE for a further five year at 8% of the Land Value commencing June 10/96

Calculation Method: Zone J $2409/ha x 4.573 ha. x 8%

Policy Number: 3

Royalty Rate: _____ Royalty Unit: _____

Percent of Gross: _____ Rent: $ 881.00

Land Value: $11016.00

NEXT REVIEW DATE: 2002-06-10

01 Rental	___	05 Pur. Price	___	09 Collat. Agree	___
02 Insurance	___	06 Other Perm.	___	10 Security	___
03 Dev/Mgt Plan	___	07 Royalty Rt.	___	11 Expiry	✓
04 Survey Req.	___	08 Env. Conc.	___	12 Misc.	___

REMARKS: _____

	INITIAL	DATE
FIELD STAFF REVIEW		
EXAMINER		
ENTERED (LAND ADMIN. CLERK)		
APPROVED		
FINANCE (BLUE SHEET)		

ENTRY

W.L. CJ
TAS CJ
CLR
Mapping
Field Services
Accts.

Please initial as entry made

Canadian Forest Products Ltd.
and affiliated companies

CANFOR

Page

PLEASE DIRECT INQUIRIES T
(250) 960-476

COMMON A/P 0033362SRY SUPC BM1 00010051460 05/21/01 $942.97

REFERENCE	DIVISION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
BCASSETSAN	HARRISON CAMP	200046	042301	942.97	0.00	942.97
	REFERENCE:	200046	FILE #0214767			

DISP 165086
IP 2166

CW 200846

ENTERED MAY 2 5 2001

RECEIVED
MAY 2 4 2001
$ 942.97
BY

20019481

FORM PG920 REV. 08/00

PLEASE DETACH BEFORE PRESENTING

Canadian Forest Products Ltd.
and affiliated companies

CANFOR

Page 1

PLEASE DIRECT INQUIRIES TO
(604) 661-539

COMMON A/P 0033362SRY SUPC BM1 00009982442 06/06/00 $942.97

REFERENCE	DIVISION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
BCASSETSAN	HARRISON CAMP	64188	042800	942.97	0.00	942.97

IP 2166
Disp. 165086
File. 0214767

RECEIVED
JUN 8 2000
$ 942.97
BY CC

20017565

ENTERED JUN 26 2000

ORM 719 REV. 10/96

PLEASE DETACH BEFORE PRESENTING

Canadian Forest Products Ltd.
and affiliated companies

CANFOR

Page 1

PLEASE DIRECT INQUIRIES T
(604) 661-539

COMMON A/P 0033362SRY SUPC BM1 00009922967 06/08/99 $942.97

REFERENCE	DIVISION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
BCASSETSAN	HARRISON CAMP	47505	050499	942.97	0.00	942.97

20016000

RECEIVED
JUN 10 1999
LOWER MAINLAND REGION
FILE NO. 942.97 A/R

kw

JUL 19 1999 File - 0214767
Disp - 165086
JP - 2166

COMP. ENT'D.

FORM 719 REV. 10/98

PLEASE DETACH BEFORE PRESENTING

Canadian Forest Products Ltd.
and affiliated companies

CANFOR

Page

PLEASE DIRECT INQUIRIES TO THE APPROPRIATE DIVISION LISTED ON THE REVERSE

COMMON A/P 0002094ME2 SUPC BM1 00009821511 05/12/98 $942.67

REFERENCE	DIVISION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
MINISTEROF	HARRISON CAMP REFERENCE:	0214767-98 0214767-98	043098 DL 6971 GRP 1, NW DIST.HARRBAY	942.67	0.00	942.67

#0214767

RECEIVED
MAY 21 1998
$ 942.67 A/R
BY DY

RECEIVED
MAY 21 1998
LOWER MAINLAND REGION
FILE NO.

COMP ENT'D MAY 28 19[redacted]

FORM 719 REV. 09/96

PLEASE DETACH BEFORE PRESENTING

Canadian Forest Products Ltd.
and affiliated companies

CANFOR

Page 1

PLEASE DIRECT INQUIRIES TO THE APPROPRIATE DIVISION LISTED ON THE REVERSE

COMMON A/P 0002094BY6 SUPC BM1 00009711276 06/05/97 $942.67

REFERENCE	DIVISION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
MINISTEROF	HEAD OFFICE	234896	043097	942.67	0.00	942.67
	REFERENCE:	234896	A/C #0214767			

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS
LANDS OPERATIONS

JUN 9 1997

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

COMP ENT'D JUN 17 1997

PF 166.1

MAY 30 1997

BRITISH COLUMBIA

MINISTRY OF ENVIRONMENT, LANDS AND PARKS
BC LANDS - LOWER MAINLAND REGION
SUITE 401 - 4603 KINGSWAY Phone: (604) 660-5500
BURNABY B.C. V5H 4M4 Fax: (604) 660-5538

COMP ENT'D JUN 17 1997

$942.67

Total Amount Due

Due Date: 97/06/10

CANADIAN FOREST PRODUCTS LTD.

RECEIVED 0214767
97/04/30 : Our File
: Statement Date
: Your File

BOX 49420, 2800 - 1055 DUNSMUIR STREET
VANCOUVER BC V7X 1B5

JUN 18 1997

A/R

$ 942.67 Enter Amount of Payment: 942.67

BY Jhilliyer

VIS Service No. 0757
GST Reg. No. R107864738

Please enclose this Payment Stub with your Remittance in Canadian Funds
DO NOT MAIL CASH

Please Indicate Change of Address on Reverse ☐

File: 0214767

Date: 96-01-22

Murray Carpenter
Canadian Forest Products Ltd
PO Box 49420
2800 1055 Dunsmuir St
VANCOUVER BC V7X 1B5

Dear Murray Carpenter:

Thank you for delivering the documentation concerning the various amalgamations of Canadian Forest Products Ltd. to our office.

We hereby confirm Lease No. 234896 has been endorsed as follows:

Lease recorded in the name of Canadian Forest Products Ltd., Inc. No. 510996 pursuant to the Certificates of Amalgamation between December 30, 1980 and January 2, 1996.

Please forward the change of name fee in the amount of $25.00 plus 7% GST for a total of $26.75 to our office at your earliest convenience.

Yours truly,

CJ

Carol Johnson
Examiner

CJ:bmp

cc: Surveyor General Branch, Victoria
BC Assessment Authority, Chilliwack
Provincial Collector, Chilliwack

ENTRY
W.L. .....
TAS CJ
CLR .....
Mapping .....
Field Services .....
Accts. .....
Please initial as entry made

For Land Title Office use: Page ___ of ___.

Province of British Columbia

Ministry of Environment, Lands and Parks

Lease Aquatic Lands

Lease No. **234896** File No. 0214767

THIS LEASE dated for reference the **10th day of June, 1992.**

IN PURSUANCE of the *LAND ACT* (Section 35) and the *LAND TRANSFER FORM ACT*

BETWEEN:

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

(hereinafter called the " Lessor")

OF THE FIRST PART

AND:

Canadian Forest Products Ltd., (Inc. No. 223350)
Box 49420, 2800 - 1055 Dunsmuir Street
Vancouver, British Columbia
V7X 1B5

(hereinafter called the " Lessee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter called the "Land");

NOW THEREFORE in consideration of the fee to be paid by, and the covenants of the Lessee, the parties agree as follows:

Article I - Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for **log handling and storage purposes.** .

Article II - Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a *term of* **10 years** *commencing on the* **10th day of June, 1992** (hereinafter called the Commencement Date").

Lease Aquatic Lands | 234896 | File No. 0214767

Article III - Fees

(3.01) YIELDING AND PAYING THEREFORE for the term the fees prescribed in the Fee Schedule attached.

Article IV - Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

(a) to pay fees when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(f) to use and occupy the Land in accordance with the provisions of this lease and any Special Proviso Schedule;

(g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage, third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than **$1,000,000.00**, PROVIDED, however that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;

(h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change, except that when the Lessee is self-insuring this section shall not apply;

(j) to indemnify and save the Lessor harmless against all loss, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

Lease Aquatic Lands | 234896 | File No. 0214767

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land,

and the Lessor may add the amount of such loss, damages, costs and liabilities to the fees and the amount so added shall be payable to the Lessor immediately;

(k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the *Builders Lien Act*, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;

(l) on the expiration or earlier cancellation of this lease

(i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,

(ii) to restore the surface of the Land to the satisfaction of the Lessor, AND

(iii) notwithstanding section 4.01 (l)(i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed,

and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;

(m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Lessor;

(o) not to dredge or significantly displace beach material on the Land without the prior written consent of the Lessor;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land.

Article V - Assignment

(5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior consent of the Lessor.

Article VI - Covenants of the Lessor

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII - Provisos

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all of the terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

Lease Aquatic Lands | 234896 | File No. 0214767

(b) title to and ownership of all buildings, structures and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;

(e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;

(f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*;

(g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;

(h) this lease and the term herein granted is subject to:

(i) all subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act* , or *Water Act* , or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND

(ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act:*

(i) the Lessee acknowledges and agrees with the Lessor that

(i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,

(ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,

(iii) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the right, privileges or interests described in subsections (d) and (h) of section 7.01, AND

(iv) all schedules attached to this lease form an integral part of this lease.

Lease Aquatic Lands **234896** File No. 0214767

Article VIII - Events of Default

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of fees, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of fees or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; OR

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of fees or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Article IX - Security

(9.01) The security in the sum of $50,000.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed, Provided, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection.

(9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.

(9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.

Lease Aquatic Lands **234896** File No. 0214767

(9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.04, cause the amount of security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

Article X - Notice

(10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article XI - Miscellaneous

(11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(11.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(11.04) Time is of the essence in this agreement.

Article XII - Interpretation

(12.01) In this lease, unless the contest otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions hereof.

(12.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

Lease Aquatic Lands | 234896 | File No. 0214767

(12.04) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(12.05) If any section of this lease 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.

IN WITNESS WHEREOF, the parties have executed this lease 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:

R. H. Roberts

Authorized Signatory

SIGNED on behalf of **Canadian Forest Products Ltd.** by a duly authorized signatory in the presence of:

Director

Vice-President
And Secretary

Authorized Signatory

For Land Title Office use: Page ___ of ___.

Province of British Columbia | Ministry of Environment, Lands and Parks

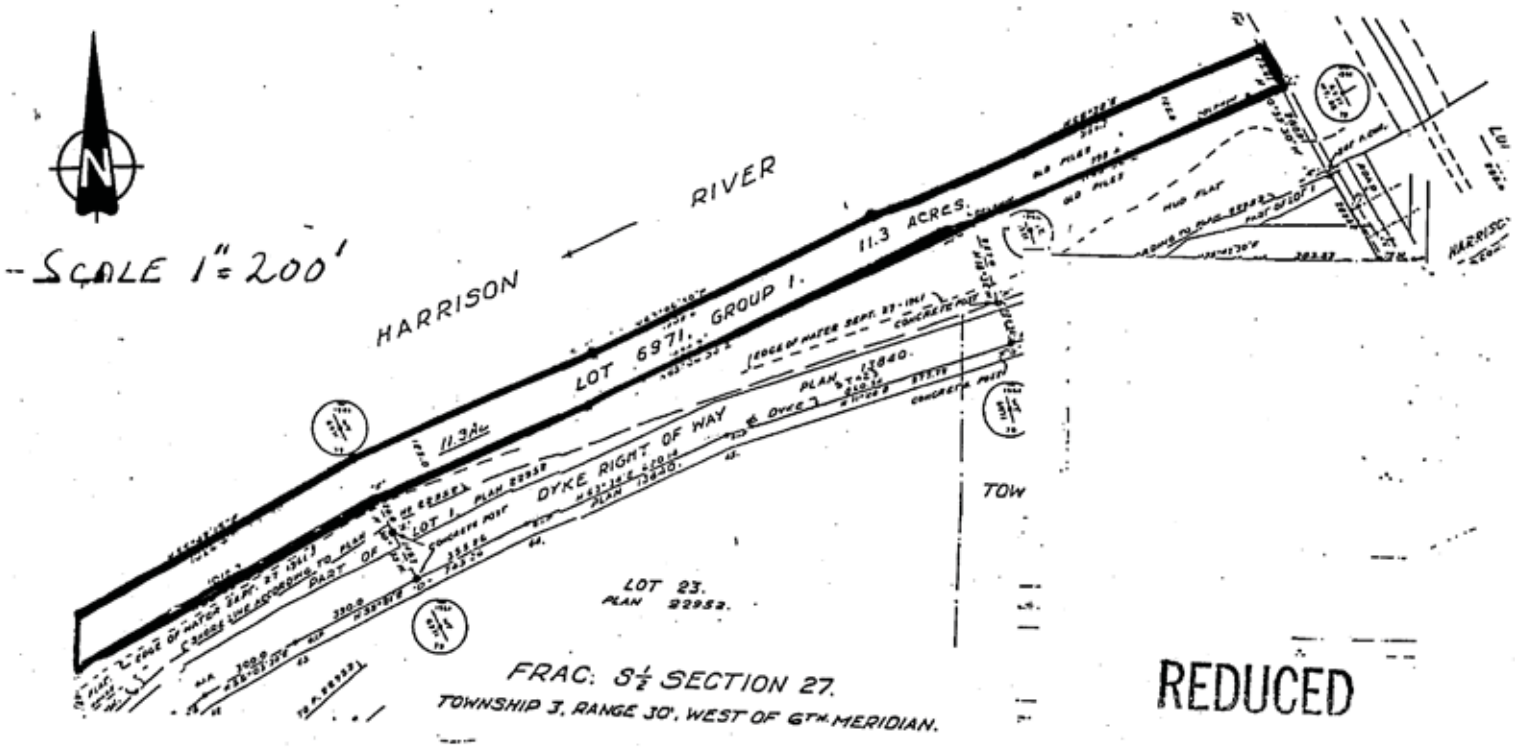
Legal Description Schedule

Lease No. 234896 File No. 0214767

1. Legal Description

District Lot 6971, Group 1, New Westminster District as shown outlined in red on the sketch attached and containing 4.573 hectares.

2. Sketch Plan



Province of British Columbia

Ministry of Environment, Lands and Parks

SPECIAL PROVISO SCHEDULE

Lease No. 234896 File No. 0214767

1. The Lessee shall

(a) not anchor or secure any buildings, structures or improvements on the Land except as shown in the schedule attached to this Lease called the Legal Description Schedule;

(b) not interrupt the movement of beach sedimentary material by water along the shoreline;

(c) not construct a fence, bulkhead, groin, breakwater, floating boom or any structure by another name which acts in a like manner, on the Land, without the prior written consent of the Lessor;

(d) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;

(e) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the ***Waste Management Act***;

(f) not use construction materials containing toxic substances, except in marine waters where the use of preservative-treated wood may be necessary;

(g) not involve pile driving in the construction or maintenance of improvements on the Land without the prior written consent of the Lessor.

2. ADDITIONAL PROVISOS

For Land Title Office use: Page ___ of ___.

Province of British Columbia | Ministry of Environment, Lands and Parks

FEE SCHEDULE

Lease No. 234896 File No. 0214767

1. THE FEE FOR THE TERM SHALL BE

   (a) for the first year of the term, a fee of $881.00 payable in advance on the Commencement Date; AND

   (b) during the balance of the term, an annual fee of $500 or the amount determined by the Lessor under this Schedule, whichever is the greater, payable in advance, beginning on the first anniversary of the Commencement Date and thereafter on each successive anniversary of that date.

2. In this Schedule

   - "Land Value", in reference to the Land, means the value of the Land as determined by the Lessor in his sole discretion;
   - "Notice" means a notice in writing to the Lessee under section 5;
   - "Rate", in reference to the calculation of the annual fee payable during the term of this Lease means 8%.

3. The annual fee payable under section 1(b) shall be an amount equivalent to the product of the Rate multiplied by the Land Value.

4. The Lessor shall, from time to time, calculate the annual fee under section 1(b) in accordance with section 3 and the calculation of the Lessor shall be final and binding on the Lessee.

5. The Lessor shall, not less than 30 days before each anniversary of the Commencement Date during the term, give written notice to the Lessee specifying the annual fee payable under section 1(b) for the immediately succeeding year of the term and the annual fee specified in the notice shall constitute conclusive evidence of the annual fee payable for the year of the term specified therein.

6. If the Lessor does not give notice to the Lessee under section 5, the annual fee shall be equal to the annual fee calculated or in force during the immediately preceding year of the term.

0206719
Vol 1

VOUCHER NO	VENDOR NAME & INVOICE NO.	DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	MINISTER OF FINANCE Lease of Lot 6662. 0206719 3297131	18-10	$155.40		$155.40

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE
OCT 20 1965
MAIL ROOM
VICTORIA, B. C.

RECEIVED MAR 14 1966
TO REVENUE
2 0 1965
155.40

CREDIT TO
LEASE ACCT.
APPLICATIONS

TO LEASE SUSP. OCT 21 196[illegible]

CANADIAN FOREST PRODUCTS LTD. PLEASE DETACH BEFORE PRESENTING

HARRISON MILLS LOGGING DIVISION

C. Arkinstall
0206719

Phone No:387-6921

June 5th 1978

Canadian Forest Products Ltd.
505 Burrard St. - # 1500
Vancouver, B.C.
V7X 1B5

ENTERED JUN 6 1978

Dear Sirs:

With reference to your application to lease Lot 6662, Group 1, New Westminster District

for log storage and booming purposes
I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of five years

to date from January 14, 1978, the expiry date of the former lease. Annual lease rental will commence from this date, and is payable in advance.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Department of Transport, Canada and subject to cancellation on 90 days notice at the discretion of the Lessor.

The proposed lease will contain the following provisos:

Provided, also, that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log storage and booming for logs of the Lessee.

Provided, also, that upon the Crown lands no longer being used by the Lessee for log storage and booming purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease.

~~Occupational rental will be payable for the use of the premises prior to the issuance of the lease from xxxx at xxxx per annum~~

The rental has been established at the rate of $404.00 per annum ~~for the first five years and thereafter subject to review and adjustment of rental at the discretion of the Lessor for each successive year period or at the time of any renewal thereof~~. Upon receipt of the sum of $434.00 representing first rental and the statutory lease fee of $30.00 and ~~$~~ bonds in the amount of $2000/- ~~years occupational rental~~, which monies are required to be remitted within 30 days from this date, preparation of the proposed lease will be proceeded with.

In the event a reply is not received within the time allowed, the Department will have no alternative but to reconsider and disallow the application for failure on your part to comply with Departmental requirements.

Yours truly,

H. D. INGALL
for Director of Land Management

CA/ld

12/2/16

cc: Land Commissioner, New Westminster (87755)
District Land Manager, New Westminster (F 6662 Gp.1)

Dave Preston (Mail Room)

L.B. 104

PLEASE SEE REVERSE SIDE OF THIS LETTER FOR OTHER CONDITIONS

Provided also that the Lessee agrees to keep the Crown lands in a safe, clean and sanitary condition, to the satisfaction of the Lessor at all times during the tenure of this lease and shall upon termination hereof or upon withdrawal of a portion of the Crown lands, effect the removal of such improvements situated thereon as may be directed to be removed by the Minister in writing; provided, however, that the expiry of this indenture and issuance of a new lease to the Lessee for a further term shall not be considered as a termination hereof.

Provided also that this lease is issued and accepted subject to all lawful by-laws, rules and regulations of every Municipality or other authority which in any manner relate to or affect the Crown lands.

Provided also that in order to guarantee compliance with the terms and conditions set forth in the lease you are required to place on deposit with the Minister cash of $2,000.00 or British Columbia Parity Bonds in the amount of $2,000.00. If the deposit is in the form of a registered bond, it shall be accompanied by a Power of Attorney from the owner thereof in favour of the Minister of Finance of the Province of British Columbia and the signature of the Grantor thereunder must be guaranteed, both as to signature and authority to sign, by a Canadian chartered Bank. This Bond would be retained by the Treasury Branch of the Ministry of Finance and any interest accrued would be remitted to the owner of the Bond as it accrues. After inspection by an authorized official of the Lessor has confirmed that you have complied fully with the terms and conditions hereinbefore mentioned, then refund of the deposit shall be made. Failure to comply with such terms and conditions may, in the discretion of the Lessor, result in the cancellation of the lease and forfeiture to the Lessor of the deposit and all other monies paid pursuant to the lease during the tenure thereof.

"Alternately, the Ministry is prepared to accept the Receipt and Agreement Form attached indicating that securities are deposited in the Bank to ensure performance and/or clean up by the Lessee in accordance with the terms and conditions of the lease."

MINISTRY OF THE ENVIRONMENT

0206719

LOG STORAGE AND BOOMING GROUNDS

Fraser River - Yale to Pitt River

1978

MAIL ROOM
VICTORIA, B.C.

A P P R A I S A L R E P O R T

Name of Le e: Canadian Forest Products Ltd.
Legal Description: F/S L.6662, Group 1, N.W.D.
Acreage: 10.5

Request No.: Misc. 4 100854
Victoria File No.: 0206719
District File No.: F.6662, Gp.1

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes. Log storage.	10	0
2. Hazards of the Site		
(a) Wind	5	5
(b) Effect of current or tides (silting or rapid flow)	15	12
3. Period Usable		
(a) 7.24 acres = 69 % area usable 12 mo. = 84 x 69 % = 58		
(b) ____ acres = ___ % area usable 11 mo. = 77 x ___ % = ____		
(c) ____ acres = ___ % area usable 10 mo. = 70 x ___ % = ____		
(d) ____ acres = ___ % area usable 9 mo. = 63 x ___ % = ____		
(e) ____ acres = ___ % area usable 8 mo. = 56 x ___ % = ____		
(f) 3.76 acres = 31 % area usable 7 mo. = 49 x 31 % = 15		
(g) ____ acres = ___ % area usable 6 mo. = 42 x ___ % = ____		
(h) ____ acres = ___ % area usable 5 mo. = 35 x ___ % = ____		
(i) ____ acres = ___ % area usable 4 mo. = 28 x ___ % = ____		
(j) ____ acres = ___ % area usable 3 mo. = 21 x ___ % = ____		
(k) ____ acres = ___ % area usable 2 mo. = 14 x ___ % = ____		
(l) ____ acres = ___ % area usable 1 mo. = 7 x ___ % = ____		
(m) _____ acres unusable		
10.5 = total acres Total Rating - Period Usable	84	73
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance	20	15
(b) Value of lease to the company		
1. Availability of alternate sites	10	8
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points (c) Transit 15 points	30	16
3. Amenities and accessibility	5	4
(c) Cost of developing and maintaining	16	16
5. Upland Ownership		
Allow 5 points if upland owned by Crown Allow 0 points if upland privately owned or leased	5	5
TOTAL	~~100~~	~~77~~ 154

77% of $625

Appraised value = $ 481.75 per acre

Total value = $ 481.75 per acre x 10.5 total acreage = $ 5,053.13

Lease Rental at 8% of appraised value is $ 404.00 per annum

Lease Rental per acre per annum is $ 38.50

Remarks: No change from previous report. Renew lease for 5 years at a rent of $404 per annum.
NOTE: This lease was listed on the computer printout to be done by December, 1977. No request was received. It was inspected while doing other work in the area.

Date reported July 18, 1977
Date Inspected July 14, 1977 (by air)

L.B. 211 A

Land Inspector

SUMMARY SHEET

FILE NO.: 0206719
REQUEST NO.: MISC.
DISTRICT FILE: F.6662, Gp.1
DATE: April 20, 1978

PROPOSED LAND/WATER USE:

AGENCY	Favourable	Unfavourable	Conditional	EXPLANATION
AGRICULTURE				
B.C.F.S. - MANAGEMENT				
- RANGE DIVISION				
ENVIRONMENT CANADA - FISHERIES	X		X	
- WILDLIFE				
HEALTH				
HIGHWAYS				
IMPROVEMENT DISTRICT				
ISLANDS TRUST				
LIVESTOCK ASSOCIATION				
MINES / MINING RECORDER				
MUNICIPALITY / REGIONAL DISTRICT	X		X	SUBJECT TO F. & W. RECOMMENDATIONS.
PROVINCIAL ARCHAEOLOGIST				
RECREATION & CON. - FISH & WILDLIFE	X			NO OBJECTIONS.
- MARINE RESOURCES				
- PARKS				
WATER RESOURCES - WATER RIGHTS				
- POLLUTION CONTROL				
OTHER INPUT / CONFLICTS				

UNRESOLVED CONFLICTS AND RECOMMENDATIONS (use reverse side if required)

MINIMAL CONFLICTS WITH FISHERIES RESOURCE. THE FEDERAL FISHERIES DEPT. ARE PRESENTLY CONDUCTING A STUDY OF THE EFFECTS OF LOGGING ACTIVITIES ON THE HARRISON SYSTEM. THE LAND MANAGEMENT BR. HAS NOT ASKED TO PARTICIPATE AND DO NOT HAVE ANY FURTHER INFORMATION. FEDERAL FISHERIES COMMENT WILL BE CONSIDERED AT SUCH TIME AS THEY PROVIDE US WITH INFORMATION PROVING A PROBLEM IN THE FRASER SYSTEM.

DISTRICT OFFICE

ADJUDICATION OFFICER*

REGIONAL OFFICE

*Not to be adjudicated if there are any conflicts. Refer to Assistant Director of Land Management for resolution of conflicts.

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This Indenture, made the 31st

October, A.D. 1960, BETWEEN Her Majesty the Queen (hereinafter called the "Lessor," represented herein by her Minister of Lands and Forests for the Province of British Columbia), of the one part, AND

CANADIAN FOREST PRODUCTS LTD.

(hereinafter called the "Lessee," which term when hereinafter used shall include the Lessee and the heirs, executors, administrators, and assigns of the Lessee, and to a Corporation, its successors, and assigns) of the other part.

WITNESSETH that Her Majesty under and by virtue of all powers thereto enabling, doth hereby demise unto the Lessee, ALL that tract or parcel of foreshore, or land covered by water, lying within

Group 1, New Westminster District

and being described as follows:—

Lot 6662

and more particularly shown on the map or plan hereunto annexed and thereon coloured red, containing in the aggregate 10.5 acres, more or less, with the appurtenances.

TO HOLD the same premises unto the said Lessee for log storage and booming ground purposes for the term of 17 years, 2 months & 14 days ~~years~~ from the day of the date hereof, determinable, nevertheless, as hereinafter provided.

YIELDING and paying therefor unto Her Majesty, in advance, yearly and every year, the rent of $155.40 per annum ~~for the first five years, and thereafter subject to adjustment by the Lessor for each successive five year period,~~ and that payable on or before the 31st day of October in each year at the office of the Minister of Lands and Forests at the City of Victoria, and whether demanded or not. And the said Lessee hereby covenants with the said Lessor, her successors and assigns, punctually to pay the said rent at the respective times and in the manner aforesaid. AND also will pay all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged or hereafter to be charged upon the said demised premises or any part thereof, or upon the rent thereof or any part thereof, or upon the said Lessor, her successors, or assigns, in respect thereof. AND to observe all and singular the provisions of the Land Laws for the time being of the said Province, and not to assign or sublet this lease or the privileges and rights hereby conferred, or any

Rental established at $188.00 per annum for five year period commencing January 1st, 1967.

Subject to January 14th, 1962, subject to review and adjustment of rental by the Lessor for each successive five year period.

C

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part thereof respectively, without the written consent of the Minister of Lands and Forests, thereto first had and obtained, the said consent to be subject to such terms and conditions as he may determine: PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this demise, or any matter or thing connected with any provisions herein contained, or the interpretation thereof, the same shall be settled finally, without appeal, by the said Minister of Lands and Forests, or other the person duly authorized by the said Minister of Lands and Forests in that behalf: PROVIDED also that in case of neglect or default of the Lessee to observe, pay, or fulfil any, or any part of any covenant, condition, stipulation, or payment in this Indenture contained or referred to, it shall be lawful for the Lessor *without further notice than a notification in writing mailed by prepaid registered post, by the said Minister of Lands and Forests, addressed to the Lessee at his last-known place of residence, or its Registered Office or chief place of business in the Province, or by a like notice posted up in a conspicuous place on the premises covered by the lease,* absolutely to forfeit all or any portions of the said premises as in such notification shall be specified, and all of the rights and privileges hereby conferred or expressed so to be from time to time in any such notification, and thereupon this demise shall at once (as to the part or parts so specified only) be absolutely void and of none effect as if it had never been made, and that without any actual re-entry on the part of the Lessor, or other proceeding whatever: PROVIDED that in the construction of this lease rent not paid in advance shall be for all purposes deemed to be rent in arrear, and carry with it all the incidents and remedies attaching by law to rent in arrear, and the said rent, and each instalment thereof, shall be deemed overdue if not paid at the time hereinbefore in that behalf appointed, and that without demand: PROVIDED also that any assignment by operation of any law of Bankruptcy or Insolvency or any assignment for the benefit of creditors of the Lessee of the premises and privileges hereby conferred shall of itself be a forfeiture of such premises and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the provisions herein contained: PROVIDED also that this demise is granted to and accepted by the said Lessee on the express condition that the demised premises shall be used only by the Lessee for the sole purpose of log storage and booming ground for logs of the Lessee. PROVIDED also that upon this lease no longer being used by the said Lessee for log storage and booming ground purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the said lands and premises shall thereupon cease. PROVIDED also that this lease is issued and accepted subject to cancellation on ninety days' notice at the discretion of the Lessor.

And the Lessee covenants to enter forthwith upon the demised premises and make reasonable and diligent use of the same during the term hereof for the purpose aforesaid.

That the premises hereby demised shall be subject to all rights of free miners under the Mining Laws of this Province for the time being.

PROVIDED also that this lease is subject to the "Navigable Waters Protection Act," being chapter 193, "Revised Statutes of Canada, 1952," and amendments.

Provided, also, that the Lessor reserves the right to grant rights-of-way to other persons across, through or over any portions of the lands hereby demised provided, however, the rights-of-way so granted shall not unnecessarily interfere with the rights granted by this lease or with the Lessee's improvements on the said lands. In the event that the Lessee's improvements are interfered with, compensation shall be set at the sole discretion of the Minister of Lands and Forests and his decision as to compensation shall be final.

PROVIDED also that upon the expiration of the term of this lease, should the Minister decide to re-lease the lands hereby demised and the Lessee has duly and regularly paid the rent and performed all and every the covenants, provisos, and agreements herein contained, the Lessee shall have a prior right to a lease of the said lands and in the event of the Lessee failing to exercise such right, the Lessor shall be at liberty to lease the said lands to such person or persons and on such terms as She sees fit.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered by the within-named Deputy Minister of Lands in the presence of—

R. Davies

R. Lemaire
FOR *Deputy Minister of Lands.*

Signed; sealed, and delivered by the within-named CANADIAN FOREST PRODUCTS LTD. in the presence of—

Vice-President

Secretary

Signed, sealed, and delivered by the within-named in the presence of—

Signed, sealed, and delivered by the within-named in the presence of—

NOTE.—If Lessee is a copartnership, the instrument must be signed and sealed by each member of the partnership. If Lessee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signature of these officials.

C 3447

LEASE

Dated October 31st, *19* 60

MINISTER OF LANDS
AND FORESTS

TO

Canadian Forest Products Ltd.

For log storage and booming ground purposes.

Term 17 years, 2 months, ~~years~~. and 14 days

Rental, $ 155.40 per annum.

District of Group 1, New Westminster

Lot or Section Lot 6662

File No. 0206719

1M-658-5221

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THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206719

DATE Oct. 22/75

DEPARTMENT OF ENVIRONMENT

ACCOUNTING DIVISION, VICTORIA, B.C. V8V 1X5

Canadian Forest Products Ltd.

1500 - 505 Burrard St.

Vancouver, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 416973 F

for $ 188.00 *re* lease covering rental on

Lease #3447 to 31/10/77

C.C. to Government Agent: New West'r 1943

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per alr

L.B. 75—8

L Ac4

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. 0206719

DATE Oct. 15/75

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND 'ER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Canadian Forest Products
15th Floor, 505 Burrard St.
Vancouver 1, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 310 F
for $ 188.00 *re* lease covering rental on
Lease #3447 to 31/10/76

C.C. to Government Agent: New West'r L 1943

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per alr

L.B. 75—0
LAc4

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF ENVIRONMENT

ACCOUNTING DIVISION — VICTORIA, B.C., V8V 1X5

LEASE ACCOUNT

OUR LEDGER Oct FOLIO C-10 FILE NO. 0206719 DATE SEP 7 1976

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Canadian Forest Products Ltd.
1500 - 505 Burrard St.
Vancouver, B. C.

DEPT. OF ENVIRONMENT
LAND MANAGEMENT

3885082

OCT 19 1976

MAIL ROOM
VICTORIA, B.C.

Please be reminded your Lease #3447

requires a further rental payment of $ 158.00 due before Oct. 31 1976

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

MAKE CHEQUE PAYABLE TO "MINISTER OF FINANCE"

DEPARTMENTAL COMPTROLLER

PER

RECEIVED
OCT 18 1976
alr

$ 158.00

BY

REVENUE

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE.
— RETURN THIS COPY WITH YOUR PAYMENT —

L.S. 0

535062

HARRISON MILLS LOGGING DIVISION

Voucher No.	Vendor Name	Invoice No.	Date	Invoice Amount	Discount	Net Amount
	MIN OF FIN	121	13/10	$188.00		$188.00
	Re: File No 026719					

Canadian Forest Products Ltd.

Please detach before presenting

535062

HARRISON MILLS LOGGING DIVISION

Voucher No.	Vendor Name & Invoice No.	Date	Invoice Amount	Discount	Net Amount
	MINISTER OF FINANCE Re: Lot 6662 Lease 3447	3/10	$188.00 0206719 #3447 TO 31-10-76		$188.00

RECEIVED OCT 7 1975 TO REVENUE OCT 9 1975

188.00

BY

Canadian Forest Products Ltd. Please detach before presenting

Lease No. 3447 (124) File No. 0206719

(2) FIVE-YEAR REVIEW OF LEASE

170 review missed

Location HARRISON BAY, HARRISON RIVER

Lessee CANADIAN FOREST PRODUCTS LTD

Area leased LOT 6662 Gp. 1 N.W.D

Acreage 10.5

Purpose LOG STORAGE & BOOMING

Lease dated 31-10-60 Term 17yrs., 2mos., 14days

Current annual rental 188.00 Date of increase 31-10-66

Paid to 31-10-75 -7 NOV. 1974

Royalty

Material removed Paid to

Lease section remarks:

Last report dated Rental $ per annum.

Current report dated Rental $ per annum.

Inspection required: Yes ☐ No ☐ Recommendation ~~one~~ TWO year remaining. no change. LE WM

Recommendation this review, dated 21/4/75 as hereunder

☑ No change in rental.

☐ ~~Amend~~ rental to $ ~~per annum for next year term.~~

☐ Round rental for administrative purposes to $ per annum.

☐ Institute cancellation proceedings.

We have missed the rental review period. Lease expires Jan 14/78. Adjust rental at that time.

for Director of Lands.

Noted Accounts

21 JUL 1975 by R.M.

LB 64— 0

cc: Land Comm.
New West. (L 1943)

LOG STORAGE AND BOOMING GROUNDS
FRASER RIVER - YALE TO PITT RIVER

APPRAISAL REPORT

Name of Lessee: CANADIAN FOREST PRODUCTS — Request No.: 87755
Legal Description: Harrison Bay, Harrison R. - L.6662, — Victoria File No.: 0206719
Acreage: 10.5 acres Gp.1, NWD — District File No.: F.6662, Gp. 1, NWD

	Maximum Points	Rated Points
1. Physic Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes. No log dumping from upland.	10	0
2. Hazards of the Site		
(a) Wind No adverse effect.	5	5
(b) Effect of current or tides (silting or rapid flow) Some silting especially on W. side by dolphins.	15	12
3. Period Usable		
(a) 7.24 acs.= 69 % area usable 12 mths.=84 x 69 % = 58		
(b) ____ acs.= ____ % area usable 11 mths.=77 x ____ % = ____		
(c) ____ acs.= ____ % area usable 10 mths.=70 x ____ % = ____		
(d) ____ acs.= ____ % area usable 9 mths.=63 x ____ % = ____		
(e) ____ acs.= ____ % area usable 8 mths.=56 x ____ % = ____		
(f) 3.26 acs.= 31 % area usable 7 mths.=49 x 31 % = 15		
(g) ____ acs.= ____ % area usable 6 mths.=42 x ____ % = ____		
(h) ____ acs.= ____ % area usable 5 mths.=35 x ____ % = ____		
(i) ____ acs.= ____ % area usable 4 mths.=28 x ____ % = ____		
(j) ____ acs.= ____ % area usable 3 mths.=21 x ____ % = ____		
(k) ____ acs.= ____ % area usable 2 mths.=14 x ____ % = ____		
(l) ____ acs.= ____ % area usable 1 mth. = 7 x ____ % = ____		
(m) ____ acres unusable		
10.50 = total acres Total Rating--Period Usable	84	73
4. Economic Conditions		
(a) Proximity to mill or market 44 miles F. O. B. Pitt River. 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance	20	15
(b) Value of Lease to the Company None available that are as good.		
1. Availability of alternate sites	10	8
2. Value of lease to the operation		
(a) Dumping and booming up to 30 points		
(b) Storage 20 points	30	16
(c) Transit 15 points		
3. Amenities and accessibility	5	4
(c) Cost of developing and maintaining	16	6
5. Upland Ownership High maintenance costs since storage area is out in River. Allow 5 points if upland owned by Crown Offshore lease. Allow 0 points if upland privately owned or leased	5	5
TOTAL	200	144
		72%

Appraised value = $ 450.00 per acre.

Total value = $ 450.00 per acre x 10.5 total acreage = $ 4725.00

Lease rental at 8% of appraised value is $ 378.00 per annum.

Lease rental per acre per annum is $ 36.00

Remarks: Note that item #5 above has been changed from 0 to 5 points since this is an offshore lease and the consent of the upland owner is not required.

Since the lessee is using the area diligently it is recommended that the lease be continued for another five years at the revised rental of $378./year.

Date Inspected February 6, 1975
Date Reported February 24, 1975

Pertti Leppänen
Land Inspector
P. Leppanen

L.B. 211 A

173

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206719

DATE Oct. 29/74

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WAT RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Harrison Mills Logging Div.
Canadian Forest Products
15th Floor, 505 Burrard St.

Vancouver 1, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 570856 E

for $ 188.00 re lease covering rental on

Lease #3447 to 31/10/75

C.C. to Government Agent: New Westr L 1943

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per ar

L.B. 75—8
LAc4

121

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206719

DATE Oct. 25/73

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Harrison Mills Logging Div.
Canadian Forest Products
15th Floor, 505 Burrard St.

Vancouver 1, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 182197 E

for $ 188.00 *re* lease covering rental on

Lease #3487 to 31/10/74

C.C. to Government Agent: New Westr L. 1943

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per alr

L.B. 75—8
LAc4

53506-2

HARRISON MILLS LOGGING DIVISION LTD.

Voucher No.	Vendor Name & Invoice No.	Date	Invoice Amount	Discount	Net Amount
	Min of Fin 127 File 8 719	18/10	$188.00		$188.00 JS

#3447
To 31-10-75

RECEIVED
OCT 25 1974
RECEIVED
OCT 24 1974
$188.00
BY

Canadian Forest Products Ltd.

Please detach before presenting

53506-2

HARRISON MILLS LOGGING DIVISION

Voucher No.	Vendor Name & Invoice No.	Date	Invoice Amount	Discount	Net Amount
	Minister of Finanne 120 Folio C-10 File 0206719	17/10	$188.00		$188.00

DEPT. OF LANDS FORESTS AND WATER RESOURCES LANDS SERVICE

RECEIVED OCT 22 1973

OCT 19 1973

MAIL ROOM VICTORIA, B. C.

OCT 19 1973

$188.00

TO REVENUE

BY

Canadian Forest Products Ltd.

Please detach before presenting

119

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. 0206719

DATE Oct. 20/72

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Canadian Forest Products Ltd.
15th Floor, 505 Burrard St.
Vancouver 1, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 784284 D
for $ 188.20 re lease covering rental on
Lease #3447 to 31/10/73

#3447
Rental $188.=
to 31-10-74

C.C. to Government Agent: New West'r L. 1943

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per alr

L.B. 75—8
LAc4

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES

LANDS BRANCH — VICTORIA, B.C.

118

LEASE ACCOUNT

SEP - 6 1972

OUR LEDGER cr. FOLIO 8-10 FILE No. 0206719 DATE ____ 19__

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Canadian Forest Products Ltd.
15th Floor, 505 Burrard St.
Vancouver 1, B. C.

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE

3702468

OCT 16 1972

MAIL ROOM
VICTORIA, B. C.

Please be reminded your Lease 3447

requires a further rental payment of $ 188.00 due before Oct. 31 19 72

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

MAKE CHEQUE PAYABLE TO "MINISTER OF FINANCE"

DEPARTMENTAL COMPTROLLER

PER

RECEIVED
OCT 16 1972

to 31-10-73 $ 188.00

L.B. 63

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE
— RETURN THIS COPY WITH YOUR PAYMENT —

53506-2

HARRISON DIVISION

Voucher No.	Vendor Name & Invoice No.	Date	Invoice Amount	Discount	Net Amount
		117			
	#0206719	12/10	$188.00		$188.00

Canadian Forest Products Ltd.

Please detach before presenting

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES

LANDS BRANCH — VICTORIA, B.C.

112

SEP 25 1970

LEASE ACCOUNT

OUR LEDGER_____ FOLIO_____ FILE NO._____ DATE_____ 19____

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE

OCT 14 1970

3596604

MAIL ROOM
VICTORIA, B. C.

Please be reminded your_____

requires a further rental payment of $_____ due before_____ 19 70

RETURN A COPY OF THIS NOTICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

MAKE CHEQUE PAYABLE TO "MINISTER OF FINANCE"

DEPARTMENTAL COMPTROLLER

RECEIVED OCT 20 1970

PER_____

REVENUE OCT 14 1970

to 31-10-71 $ 188.00

BY

L.B. 61

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE.
— RETURN THIS COPY WITH YOUR PAYMENT —

116

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. 0206719

DATE Oct. 25/71

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Canadian Forest Products Ltd.

15th Floor, 505 Burrard St.

Vancouver 1, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 104167 D

for $ 168.00 *re* lease covering rental on

Lease #3147 to 31/10/72

C.C. to Government Agent: Nov. est'r 1, 1943

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per alr

L.B. 75—0

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES

LANDS BRANCH — VICTORIA, B.C.

115

LEASE ACCOUNT

SEP - 9 1971

OUR LEDGER_____ FOLIO _____ FILE No. 02077 DATE _____ 19____

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

[redacted]

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE

OCT 19 1971

3645233

MAIL ROOM
VICTORIA, B. C.

Please be reminded your [illegible] 3117

requires a further rental payment of $ 168.00 due before Oct. 31 19 71

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

MAKE CHEQUE PAYABLE TO "MINISTER OF FINANCE"

DEPARTMENTAL COMPTROLLER

RECEIVED
OCT 21 1971

PER _____

OCT 19 1971

To 31-10-72 $ 168.00

TO RENEW

BY

L.B. 61

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE.
— RETURN THIS COPY WITH YOUR PAYMENT —

53506-2

HARRISON MILLS LOGGING DIVISION

Voucher No.	Vendor Name & Invoice No.	Date	Invoice Amount	Discount	Net Amount
	114				
	Minister of Finance	13/10	$188.00		$188.00
	File #0206719				

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE

OCT 19 1971

MAIL ROOM
VICTORIA, B. C.

3645233

Canadian Forest Products Ltd.

Please detach before presenting

113

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206719

DATE Oct. 21/70

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Canadian Forest Products Ltd.

15th Floor, 505 Burrard St.

Vancouver 1, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 156161 D

for $ 188.00 re lease covering rental on

Lease #3447 to 31/10/71

C.C. to Government Agent: New Westr L. 1943

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per alr

L.B. 75—0

53506-2

HARRISON MILLS LOGGING DIVISION

Voucher No.	Vendor Name & Invoice No.	Date	Invoice Amount	Discount	Net Amount
	Minister of Finance File - 0206719	9/10	$188.00		$188.00

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE

OCT 14 1970

MAIL ROOM
VICTORIA, B. C.

Canadian Forest Products Ltd.

Please detach before presenting

110

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206719

DATE Oct. 10, 1969

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Canadian Forest Products Ltd.,
19th Floor, 505 Burrard St.,
Vancouver 1, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 520148

for $ 100.00 *re* lease covering rental

on Lease #3447 to October 31, 1970

C.C. to Government Agent: New West'r - L.1963

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per

L.B. 75—0

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA PF 165

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES

LANDS BRANCH — VICTORIA, B.C.

109

LEASE ACCOUNT

SEP - 9 1969

OUR LEDGER Oct. FOLIO C-10 FILE No. 0206719 DATE , 19

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Canadian Forest Products Ltd.
15th Floor, 505 Burrard St.,
Vancouver 1, B. C.

DEPT. OF LANDS FORESTS AND WATER RESOURCES
LANDS SERVICE
OCT 8 1969
MAIL ROOM
VICTORIA, B. C.

3548766

Please be reminded your lease 2447

requires a further rental payment of $ 180.00 due before Oct. 31st, 19 69

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

RECEIVED OCT 9 1969
DEPARTMENTAL COMPTROLLER
PER OCT 8 1969
TO REVENUE 180.00
BY

to 31-10-70

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE.
— RETURN THIS COPY WITH YOUR PAYMENT —

L.B. 61

GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

MENT OF LANDS, FORESTS, AND WATER RESOURCES

LANDS BRANCH — VICTORIA, B.C.

106

LEASE ACCOUNT

SEP 9 1968

JOB LEDGER Oct. FOLIO C-10 FILE No. 0206719 DATE

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Canadian Forest Products Ltd
999 West Pender Street
Vancouver 1, B. C.

DEPT. OF LANDS FORESTS AND WATER RESOURCES
LANDS SERVICE
SEP 18 1968
MAIL ROOM
VICTORIA, B.C.

3499192

3499192

Please be reminded your lease #3447

requires a further rental payment of $ 188.00 due before Oct. 31 19 68

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

RECEIVED
SEP 23 1968
DEPARTMENTAL COMPTROLLER

PER

ok/mm

to 31-10-69

$ 188.00 TO REVENUE

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE.
— RETURN THIS COPY WITH YOUR PAYMENT

L.B. 61

53507-0

HARRISON MILLS LOGGING DIVISION

VOUCHER NO.	VENDOR NAME & INVOICE NO.	DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	108				
	MINISTER OF FINANCE	1/10	$188.00		$188.00
					DEPT. OF LANDS FORESTS AND WATER RESOURCES LANDS SERVICE
	File 0206719				OCT 8 1969
					MAIL ROOM VICTORIA, B. C.

NADIAN FOREST PRODUCTS LTD.

PLEASE DETACH BEFORE PRESENTING

107

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206719

DATE Sept:25,1968

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Canadian Forest Products Ltd.,
999 West Pender St.,
Vancouver 1, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 49347I

for $ 188.00 *re* lease covering rental

on Lease #3447 to October 31,1969

C.C. to Government Agent: New West'r - L.1943

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per [redacted]

L.B. 75—0

53506-2 HARRISON MILLS LOGGING DIVISION

VOUCHER NO.	VENDOR NAME & INVOICE NO.	DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	MINISTER OF FINANCE 105	16/9	$188.00		$188.00
	Lease 3447				

DEPT. OF LANDS FORESTS AND WATER RESOURCES
LANDS SERVICE
SEP 18 1968
MAIL ROOM
VICTORIA, B. C.

CANADIAN FOREST PRODUCTS LTD. PLEASE DETACH BEFORE PRESENTING

104

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. Oct 27, 1961

DATE

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Canadian Forest Products Ltd.
999 W. Pender Street,
Vancouver 1, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 80293V for $ 188.00 on Lease #3447 re rental lease covering October 31, 1968

New West'r - File: L.1943

C.C. to Government Agent:

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per smb

NMENT OF THE PROVINCE OF BRITISH COLUMBIA

TMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

103

LEASE ACCOUNT

LEDGER Oct. FOLIO C-10 FILE NO. 0206719 DATE SEP 7 1967

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Canadian Forest Products Ltd
999 W. Pender Street,
Vancouver 1, B. C.

DEPT. OF LANDS FORESTS AND WATER RESOURCES
LANDS SERVICE
OCT 19 1967
MAIL ROOM
VICTORIA, B. C.

3444111

Please be reminded your lease #3447

requires a further rental payment of $ 188.00 due before Oct. 31 1967

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

DEPARTMENTAL COMPTROLLER

per

RECEIVED
OCT 19 1967

TO 31-10-68

188.00

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE.
— RETURN THIS COPY WITH YOUR PAYMENT

53506-2

HARRISON MILLS LOGGING DIVISION

VOUCHER NO.	VENDOR NAME & INVOICE NO.	DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	nister of Finance Lease of Lot 6662 3444111	17-10	$188.00		$188.00

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE
OCT 19 1967
MAIL ROOM
VICTORIA, B. C.

CANADIAN FOREST PRODUCTS LTD.

PLEASE DETACH BEFORE PRESENTING

94

File No. 0306719

(1st) FIVE-YEAR REVIEW OF LEASE

Location: Harrison Bay, Harrison River

Lessee: Canadian Forest Products Ltd.

Area leased: Lot 6662 Gp 1, N.W.D.

3447

Acreage: 10.5

Purpose: Log Storage & Booming

Lease dated: 31/10/60

Term: 17 yrs, 2 mos, 14 days.

Current annual rental: $155.40

Date of increase: Nil

Paid to: 31/10/65

Royalty:

Material removed:

Paid to:

Lease section remarks: Rental as per report dated 10/11/60. 13/3/65 JL

Oblain Current Report 17/3/65 WRR

Report dated 8.10.65 rental $223.13 A.A. AB 25/10/65

Recommendation this review, dated Oct 25/65. as hereunder

Amend rental to $223.13/annum for the next 5 yrs. term.

See Report Feb 16/66. Amend rental to $187.95/annum for next 5 yrs. term. 188.00

C. F. Smith

Superintendent of Lands.

Noted Accounts

Nov. 4, 1965 by WDW

cc. Prov. Assessor, New West'r
Land Commissioner, "

91

APO WATER RESOURCES
LANDS SERVICE
FEB 17 1966
MAIL ROOM
VICTORIA, B. C.

LOG STORAGE AND BOOMING GROUNDS
FRASER RIVER - YALE TO PITT RIVER
APPRAISAL REPORT

Name of Lessee: Canadian Forest Products Ltd.
Legal Description: Lot 6662, Gp. 1, N.W.D.
Acreage: 10.5 Ac.

Land Comm. L.1943
Request No.: 36888
Victoria File No.: 0206719
District File No.: F.6662,Gp.1,NWD

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes. No log dumping.	10	0
2. Hazards of the Site		
(a) Wind No adverse effect.	5	5
(b) Effect of current or tides (silting or rapid flow) Some silting -- especially on W. side by dolphins. (Mostly accounted for in period usable.)	15	12
3. Period Usable		
(a) 7.24 acs.= 69 % area usable 12 mths.=84 x 69 % = 57.96		
(b) ____ acs.= ____ % area usable 11 mths.=77 x ____ % = ____		
(c) ____ acs.= ____ % area usable 10 mths.=70 x ____ % = ____		
(d) ____ acs.= ____ % area usable 9 mths.=63 x ____ % = ____		
(e) ____ acs.= ____ % area usable 8 mths.=56 x ____ % = ____		
(f) 3.26 acs.= 31 % area usable 7 mths.=49 x 31 % = 15.19		
(g) ____ acs.= ____ % area usable 6 mths.=42 x ____ % = ____		
(h) ____ acs.= ____ % area usable 5 mths.=35 x ____ % = ____		
(i) ____ acs.= ____ % area usable 4 mths.=28 x ____ % = ____		
(j) ____ acs.= ____ % area usable 3 mths.=21 x ____ % = ____		
(k) ____ acs.= ____ % area usable 2 mths.=14 x ____ % = ____		
(l) ____ acs.= ____ % area usable 1 mth. = 7 x ____ % = ____		
(m) ____ acres unusable		
10.50 = total acres Total Rating--Period Usable	84	73
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment - 44 mi. F.O.B. Pitt River over 30 miles--deduct 4 points for each additional 10 mile distance	20	15
(b) Value of Lease to the Company 1. Availability of alternate sites Only inferior alternates /available.	10	8
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points Fair storage (c) Transit 15 points ground.	30	16
3. Amenities and accessibility - Good.	5	4
(c) Cost of developing and maintaining & high maintenance costs since storage area is out in river. Above average development	16	6
5. Upland Ownership Allow 5 points if upland owned by Crown Offshore lease. Allow 0 points if upland privately owned or leased	5	0
TOTAL	200	139 = 69.5 say 70

Appraised value = $ 358 per acre.

Total value = $ 358 per acre × 10.5 total acreage = $ 3759

Lease rental at 5% of appraised value is $ 187.95 per annum.

Lease rental per acre per annum is $ 17.90

Remarks: Please refer to the attached sketch and the attached photographs. Based on an examination of this lease by myself and J. Polderman of Feb. 11, and observations by the applicants' Harrison River staff (Wes Davis, Logging Supt.). I recommend a rental of $187.95.

Date Inspected Feb. 11, 1966

Land Inspector

Please also refer to the attached covering letter.

cc. Prov. Assessor, New West'r.
Land Commissioner, "

Dept. of Lands, Forests and Water Resources
Lands Service
OCT 21 1965
Land Inspection Division
Victoria, B.C.

LS

LOG STORAGE AND BOOMING GROUNDS
FRASER RIVER - YALE TO PITT RIVER

APPRAISAL REPORT

Name of Lessee: Canadian Forest Products Ltd.
Legal Description: Lot 6662, Gp. 1, N.W.D.
Acreage: 10.5 Ac.

Govt. Agent: L.1943
Request No.: 36888
Victoria File No.: 0206719
District File No.: F.6662, Gp.1,NWD

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes. **No log dumping.**	10	0
2. Hazards of the Site		
(a) Wind **No adverse effect.**	5	5
(b) Effect of current or tides (silting or rapid flow) **Some silting is occurring (freshet current does not affect use).**	15	12
3. Period Usable		
(a) 10.5 acs.= 100 % area usable 12 mths.=84 x 100 % = 84		
(b) ____ acs.= ____ % area usable 11 mths.=77 x ____ % = ____		
(c) ____ acs.= ____ % area usable 10 mths.=70 x ____ % = ____		
(d) ____ acs.= ____ % area usable 9 mths.=63 x ____ % = ____		
(e) ____ acs.= ____ % area usable 8 mths.=56 x ____ % = ____		
(f) ____ acs.= ____ % area usable 7 mths.=49 x ____ % = ____		
(g) ____ acs.= ____ % area usable 6 mths.=42 x ____ % = ____		
(h) ____ acs.= ____ % area usable 5 mths.=35 x ____ % = ____		
(i) ____ acs.= ____ % area usable 4 mths.=28 x ____ % = ____		
(j) ____ acs.= ____ % area usable 3 mths.=21 x ____ % = ____		
(k) ____ acs.= ____ % area usable 2 mths.=14 x ____ % = ____		
(l) ____ acs.= ____ % area usable 1 mth. = 7 x ____ % = ____		
(m) ____ acres unusable; 10.5 = total acres. **Effective-use period is 12 months.** Total Rating--Period Usable	84	84
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment - **44 mi. F.O.B. Pitt River.** over 30 miles--deduct 4 points for each additional 10 mile distance	20	15
(b) Value of Lease to the Company 1. Availability of alternate sites **Only inferior alternates available.**	10	8
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points (c) Transit 15 points **Fair storage ground.**	30	16
3. Amenities and accessibility - **Good.**	5	4
(c) Cost of developing and maintaining **Above average development & high maintenance costs since storage area is out in river.**	16	6
5. Upland Ownership Allow 5 points if upland owned by Crown **Offshore lease.** Allow 0 points if upland privately owned or leased	5	0
TOTAL	200	150 = 75 / 2

Appraised value = $ 425 per acre.

Total value = $ 425 per acre × 10.5 total acreage = $ 4,462.50

Lease rental at 5% of appraised value is $ 223.13 per annum.

Lease rental per acre per annum is $ 21.25

Remarks: Based on a study of this area by A. Smith and my own observations, this is a good storage lease with all of it being used for 12 months of the year. In this examination I noted that log booms in the sharpest part of the curve tend to have swung out toward the center of the river.

Recommend continuation of this lease at the revised rental of $223.13.

N.B. Please see the attached photo of the lease.

Date Inspected October 8, 1965

A. Paulsen
Land Inspector
A. Paulsen

VOUCHER NO	VENDOR NAME & INVOICE NO.	DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	MINISTER OF FINANCE Lease of Lot 6662. T 0206719 3297131	18-10	$155.40		$155.40

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE
OCT 20 1965
MAIL ROOM
VICTORIA, B. C.

RECEIVED
TO REVENUE BRANCH
OCT 20 1965
$ 155.40

CREDIT TO
LEASE ACCT.
APPLICATIONS
TO LEASE SUSP. OCT 21 19

CANADIAN FOREST PRODUCTS LTD. PLEASE DETACH BEFORE PRESENTING

HARRISON MILLS LOGGING DIVISION

94

BRITISH COLUMBIA LANDS SERVICE
DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES

From: Superintendent of Lands, Victoria, B.C. *To:* Land Inspector, New Westminster, B. C.

0206719

Kindly submit a report on Form Letter relevant to details of application listed below.

Name: Canadian Forest Products Ltd. Address: 999 West Pender Street, Vancouver 1, B. C.

Purpose: Lease Rental Review and Diligent Use Report--log storage and booming ground Acres: 10.5 R.M.: 92 H/SW In grazing: --

Legal description and location:
Harrison Bay, Harrison River--Lot 6662, Group 1, N.W.D.

Remarks: 1st five year review of lease dated October 31, 1960 for a term of 17 years, 2 months and 14 days. Current rental is $155.40. Please refer to report dated 10/11/60, request 18361 and advise prior to September 30, 1965, if diligent use is being made of the area together with an up-to-date rental.

L.C. New Westminster
L.C. File L. 19[illegible]

Date req'd March 19, 1965
Date rec'd

L. D. Fraser
Chief Land Inspector.

Request No. 36888

Jan. Feb. Mar. Apr. May June July Aug. Sept. Oct. Nov. Dec.

Victoria File No. 0206719

73

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. 0206719

DATE Oct 12/1964

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION.
VICTORIA, B.C.

Canadian Forest Products Ltd.,

999 W. Pender Street

VANCOUVER 1, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 14907N

for $ 155.40 *re* lease covering rental on

Lot 6662, Gp.1, N.W.D. to October 31,1965

C.C. to Government Agent: New Westr - File: 4.1943

Yours truly

DEPARTMENTAL COMPTROLLER,

Per zmb

L.B. 75—5M-264-4341

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

92 LEASE ACCOUNT

NOV 10 1964

OUR LEDGER Oct: FOLIO C-10 FILE No. 0206719 DATE _____ 19__

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Canadian Forest Products Ltd.,
999 W. Pender Street
VANCOUVER 1, B. C.

Please be reminded your ~~lease, Lot 6662, Gp.1, N.W.D.~~

requires a further rental payment of $ 155.40 due before Oct:31 19 64

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

DEPARTMENTAL COMPTROLLER

PER zmb

TO 31-10-65

2nd NOTICE — MAY WE SOON EXPECT YOUR CHEQUE, PLEASE.

— KEEP THIS STATEMENT FOR YOUR RECORDS —

L.B. 83

VOUCHER NO.	VENDOR NAME & INVOICE NO.	DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	MINISTER OF FINANCE Lease, Lot 6662.	21/9/64	$155.40		$155.40

0208719

3223045

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE

SEP 23 1964

MAIL ROOM
VICTORIA, B.C.

TO REMAIN DUE OCT 1 1964
$155.40

TO 31-10-65

PLEASE DETACH BEFORE PRESENTING

70

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206719

DATE Oct. 24/63

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Canadian Forest Products Ltd.,
999 West Pender Street,
Vancouver 1, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 76435-K
for $ 155.40 *re* lease covering rental on
Lot 6662, Gp. 1, New Westminster District,
to October 31, 1964.

C.C. to Government Agent: New West'er - File: L.1943

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per le

L.B. 75— 0

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

69

LEASE ACCOUNT

NOV 10 1963

OUR LEDGER Oct: FOLIO C-10 FILE No. 0206719 DATE _____ 19____

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Canadian Forest Products Ltd.,
999 W. Pender Street
Vancouver 1, B. C.

Please be reminded your ~~lease of Lot 6662, Gp.1, N.W.D.~~

requires a further rental payment of $155.40 due before Oct:31 1963

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

DEPARTMENTAL COMPTROLLER

PER zmb

2ND NOTICE - MAY WE SOON EXPECT YOUR CHEQUE, PLEASE.

— KEEP THIS STATEMENT FOR YOUR RECORDS —

L.B. 63

To 31 Oct 1964

Canadian Forest Products

VOUCHER NO.	VENDOR NAME & INVOICE NO.	DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	MINISTER OF FINANCE 68	15-10	$ 155.40	020719	$ 155.40
	I e of Lot 6662.				
	3145383				

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE
OCT 17 1963
MAIL ROOM
VICTORIA, B. C.

RECEIVED OCT 21 1963
TO REVENUE OCT 21 1963
155.40

PLEASE DETACH BEFORE PRESENTING

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

66

LEASE ACCOUNT

SEP 10 1962

OUR LEDGER Oct: FOLIO C-10 FILE No. 0206719 DATE ____ 19__

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Canadian Forest Products Ltd.,
999 W. Pender Street
VANCOUVER 1, B. C.

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE

OCT 16 1962

3079495

MAIL ROOM
VICTORIA, B. C.

Please be reminded your lease of Lot 6662, Gp.1, N.W.D.

requires a further rental payment of $155.40 due before Oct:31 '62

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

DEPARTMENTAL COMPTROLLER

PER amb

OCT 18 1962

$155.40

TO REVENUE

1ST NOTICE - ADVICE OF LEASE RENTAL, SOON PAYABLE.
— RETURN THIS COPY WITH YOUR PAYMENT —

L.S. 63

67

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206719

DATE Oct:29/1962

DEPARTMENT OF LANDS AND FORESTS
LANDS SERVICE ACCOUNTING DIVISION, VICTORIA, B.C.

Canadian Forest Products Ltd.,
999 W. Pender Street
Vancouver 1, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 44160H
for $ 155.40 *re* lease covering rental on
Lot 6662, Gp.1, N.W.D. to Oct:31/1963

C.C. to Government Agent: New West'r - File: L.1943

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per zmb

L.B. 75—0

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

61

LEASE ACCOUNT

SEP 10 1961

OUR LEDGER Oct: FOLIO C-10 FILE No. 0206719 DATE _____ 19__

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Canadian Forest Products Ltd.
999 W. Pender St.,
VANCOUVER 1, B. C.

DEPT. OF LANDS & FORESTS
LANDS SERVICE
OCT 24 1961
MAIL ROOM
VICTORIA, B. C.

Please be reminded your lease of Lot 6662, Gp.1, N.W.D.

requires a further rental payment of $155.40 due before Oct:31 1961

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

DEPARTMENTAL COMPTROLLER

PER

RECEIVED OCT 23 1961

3019294

To 31 Oct 1962

REVENUE 1961 155.40

1ST NOTICE - ADVICE OF LEASE RENTAL, ... PAYABLE.

L.S. 63 — RETURN THIS COPY WITH YOUR PAYMENT —

46

LOG STORAGE AND BOOMING GROUNDS
ON FRASER RIVER AND PITT RIVER

LANDS SERVICE REPORT

DEPT. OF LANDS and FORESTS
NOV 14 1960
INSPECTION DIVISION
VICTORIA, B.C.

L.C.File : L.1943
Request No.: 18361
Victoria File No.: 0206719
District File No.: F. 6662,Grp.1,N.W.D

Name of Lessee: Canadian Forest Products Ltd.
Legal Description: F. 6662, Grp. 1, N.W.D.
Acreage: 10.5 acres.

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes. No log dumping.	10	0
2. Hazards of the Site		
(a) Wind No adverse effect	5	5
(b) Effect of current or tides (silting or rapid flow) Some silting occurring just inside N. part and at entrance break in lease. Freshet current does not hinder use.	15	12
3. Period Usable		
(a) ____ acs.= ____% area usable 12 mths.=84 x ____% = ____		
(b) ____ acs.= ____% area usable 11 mths.=77 x ____% = ____		
(c) ____ acs.= ____% area usable 10 mths.=70 x ____% = ____		
(d) 10.5 acs.= 100 % area usable 9 mths.=63 x 100 % = 63		
(e) ____ acs.= ____% area usable 8 mths.=56 x ____% = ____		
(f) ____ acs.= ____% area usable 7 mths.=49 x ____% = ____		
(g) ____ acs.= ____% area usable 6 mths.=42 x ____% = ____		
(h) ____ acs.= ____% area usable 5 mths.=35 x ____% = ____		
(i) ____ acs.= ____% area usable 4 mths.=28 x ____% = ____		
(j) ____ acs.= ____% area usable 3 mths.=21 x ____% = ____		
(k) ____ acs.= ____% area usable 2 mths.=14 x ____% = ____		
(l) ____ acs.= ____% area usable 1 mth. = 7 x ____% = ____		
(m) ____ acres unusable Effective use period 9 months.		
10.5 = total acres Total Rating--Period Usable	84	63
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment 44 miles to F.O.B. Pitt River. over 30 miles--deduct 4 points for each additional 10 mile distance	20	15
(b) Value of Lease to the Company		
1. Availability of alternate sites Only inferior alternates available.	10	8
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points (c) Transit 15 points A fairly good storage ground.	30	16
3. Amenities and accessibility Good.	5	4
(c) Cost of developing and maintaining & high maintenance costs since ground is out in stream. Above average development	16	6
5. Upland Ownership Allow 5 points if upland owned by Crown Offshore lease. Allow 0 points if upland privately owned or leased	5	0
TOTAL	200	129

Appraised value = $ 296.00 per acre.

Total value = $ 296.00 per acre × 10.5 total acreage = $3108.00

Lease rental at 5% of appraised value is $ 155.40 per annum.

Lease rental per acre per annum is $ 14.80

Remarks: The water area of this lease is considered to be all usable. Because of curve following channel, booms secured to dolphins here often hang out beyond lease area on upper or north part of lease which receives heaviest use owing to convenience.
Recommend rental rate for 1st five year period be based on $155.40 per annum.

Date Inspected November 10,1960.

Land Inspector
A. F. Smith.

21

LOG STORAGE AND BOOMING GROUNDS

A P P R A I S A L R E P O R T

Name of Applicant: **Canadian Forest Products Limited** Request No.: 7768
Legal Description: **Uns. Foreshore in Harrison Bay.** Victoria File No.: 0206719
Date: **January 17, 1957** District File No.: U. F.L.6337, Sp.1.

USE: Short term storage awaiting onward transit.

	Maximum Points	Rated Points
1. Physical features of the site:		
a. Type of shoreline - suitability of upland for log dumping purposes. **Offshore water area**	4	0
b. Depth of water (decide on per cent. of area with deep water). **100% deep water during useable period**	6	6
c. Presence of rocks, reefs or other obstructions that would interfere with beneficial use of the area. **Part of area fronting channel entrance to L. 6337 must be kept open and this reduces useable area.**	4	2
2. Hazards of the site:		
a. Wind **Small limitation only**	12	11
b. Spring Floods (Danger of highwater ripping out moorings and pilings) **No danger so far**	3	3
c. Ice - note freezing of water area for short periods and hazards of floating ice to booming grounds. **Occasionally ice pulls Single piles**	2	1
d. Danger of infestation of pilings and stored logs by marine borers (teredos and limnora).	5	5
e. Effect of current and/or tides **Small effect on curve**	3	2
3. Economic Conditions:		
a. Proximity to logging operations **Good**	3	3
b. Proximity to milling operations **Average**	3	3
c. Value of the lease to the Company		
1. Availability of alternate sites **Important site for holding booms awaiting onward tow to Pitt River.**	20	20
2. Location relative to the market &/or logging operations **Above average**	35	25
3. Proximity to amenities and labour source **Good**	5	4
d. Cost of maintaining and developing (piling, fill, levelling, dredging; dumping and mooring facilities). **Fairly High pile Renewal rate**	15	13
4. Private restrictions:		
a. Cost of obtaining consent from upland owner	20	0
5. Period useable:		
a. 5 points for each month of the year that area can be used **8 months**	60	40
TOTAL	200	138 (Maximum)

DEPT. of LANDS and FORESTS
LANDS SERVICE
JAN 21 1957
INSPECTION DIVISION
VICTORIA, B.C.

6. Utility of the Area:

80 % of area of highest utility value ..... 8.64 acres - Maximum
20 % of area of lower utility value ..... 2.16 acres - 30 % of Maximum
% of area of marginal utility value ..... acres - $45/ac. Minimum

TOTAL 10.8 acres

(Yellow) 8.64 acres @ $ 462.00 per acre is $ 3991.68
(Purple) 2.16 acres @ $ 138.00 per acre is $ 298.08
(Brown) ..... acres @ $ ..... per acre is $ ____

Lease rental based on 5% of the capitalized value of $ 4289.00 is $ 214.45 per annum.
Present rental is $..... based on Not Known

Land Inspector

$ 19.85/Ac./Yr.
1.65/Ac./Mo.

026719
Vol X 3

Canadian Coast Guard | Garde côtière canadienne

0206719

Navigable Waters

224 West Esplanade
North Vancouver, B.C.
V7M 3J7 Tel. (604) 984-3730

Your file

Our file

8200-T-8112.2

December 20, 1989

Canadian Forest Products Ltd.
2800 - 1055 Dunsmuir Street
P.O. Box 49420 Bentall Center
Vancouver, BC
V7X 1B5
Attn: Mr. Brian J. Martell

MINISTRY OF CROWN LANDS
LANDS OPERATIONS
DEC 27 1989
#210 - 4240 MANOR STREET
BURNABY, B.C. V5G 1B2

Dear Sir:

Re: **SEC. 5(2) NAVIGABLE WATERS PROTECTION ACT APPLICATION BY CANADIAN FOREST PRODUCTS LTD., FOR APPROVAL TO CONSTRUCT LOG DUMP, IN HARRISON RIVER, FRONTING SEC 27, TWP 23, RGE 30, W6M, IN WATER LOT 6151, GRP 1, NWD, AT HARRISON MILLS, BRITISH COLUMBIA.**

This is not an approval document. It is notification that your letter dated March 2, 1988 and the enclosed drawings have been received in this office.

This Department's examination of the proposal will be made under the "Navigable Waters Protection Act". Do not proceed with any inwater construction until you have received an approval document under the Navigable Waters Protection Act (as well as other required approvals).

Your application has also been referred to those agencies listed below. Please contact them directly for further information on their areas of jurisdiction.

If you have any questions or wish further information, please contact the undersigned.

Yours truly,

for Herb Adrian
Area Officer
Navigable Waters Protection Act
Western Region

/ad

cc: Conservation and Protection, Environment Protection Serv. Park Royal South, West Vancouver, B.C., V7T 1A2 Attn: A. Duncan, Tel. 666-6401

Senior Land Officer, Ministry of Crown Lands, 4240 Manor Street, Burnaby, B.C., V5G 1B2

Can. Hydrographic Service, Inst. of Ocean Sciences, Box 6000, 9860 W. Saanich Rd., Sidney, B.C. Attn: D. Dobson FOR CHARTING PURPOSES ONLY

Canada

For Land Title Office use: Page ___ of ___.

Province of British Columbia | Ministry of Environment, Lands and Parks

Lease Aquatic Lands

Lease No. 235029 File No. 0206719

THIS LEASE dated for reference the 4th day of April, 1992.

IN PURSUANCE of the *LAND ACT* (Section 35) and the *LAND TRANSFER FORM ACT*

BETWEEN:

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

(hereinafter called the " Lessor")

OF THE FIRST PART

AND:

Canadian Forest Products Ltd.
(Inc. No. 379381)
P.O. Box 49420
2800 - 1055 Dunsmuir Street
Vancouver, British Columbia
V7X 1B5

(hereinafter called the " Lessee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter called the "Land");

NOW THEREFORE in consideration of the fee to be paid by, and the covenants of the Lessee, the parties agree as follows:

Article I - Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for *the purpose of log storage and booming* .

Article II - Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a *term of 10 years commencing on the 14th day of January, 1993* (hereinafter called the Commencement Date").

Lease Aquatic Lands	File No. 0206719

Article III - Fees

(3.01) YIELDING AND PAYING THEREFORE for the term the fees prescribed in the Fee Schedule attached.

Article IV - Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

(a) to pay fees when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(f) to use and occupy the Land in accordance with the provisions of this lease and any Special Proviso Schedule;

(g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage, third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than $1,000,000.00, PROVIDED, however that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;

(h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change, except that when the Lessee is self-insuring this section shall not apply;

(j) to indemnify and save the Lessor harmless against all loss, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

Lease Aquatic Lands	File No. 0206719

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land,

and the Lessor may add the amount of such loss, damages, costs and liabilities to the fees and the amount so added shall be payable to the Lessor immediately;

(k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the ***Builders Lien Act***, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;

(l) on the expiration or earlier cancellation of this lease

(i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,

(ii) to restore the surface of the Land to the satisfaction of the Lessor, AND

(iii) notwithstanding section 4.01 (l)(i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed,

and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;

(m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Lessor;

(o) not to dredge or significantly displace beach material on the Land without the prior written consent of the Lessor;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land.

Article V - Assignment

(5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior consent of the Lessor.

Article VI - Covenants of the Lessor

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII - Provisos

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all of the terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

(b) title to and ownership of all buildings, structures and other improvements now c hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;

(e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;

(f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*;

(g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;

(h) this lease and the term herein granted is subject to:

(i) all subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act* , or *Water Act* , or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND

(ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act:*

(i) the Lessee acknowledges and agrees with the Lessor that

(i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,

(ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,

(iii) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the right, privileges or interests described in subsections (d) and (h) of section 7.01, AND

(iv) all schedules attached to this lease form an integral part of this lease.

Article VIII - Events of Default

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of fees, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of fees or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; OR

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of fees or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Article IX - Security

(9.01) The security in the sum of $2000.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed, Provided, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection.

(9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.

(9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.

Lease Aquatic Lands	File No. 0206719

(9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.0 cause the amount of security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

Article X - Notice

(10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article XI - Miscellaneous

(11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(11.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(11.04) Time is of the essence in this agreement.

Article XII - Interpretation

(12.01) In this lease, unless the contest otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions hereof.

(12.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

Lease Aquatic Lands	File No. 0206719

(12.04) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(12.05) If any section of this lease 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.

IN WITNESS WHEREOF, the parties have executed this lease 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:

V.A. Lowther

Authorized Signatory

SIGNED by Canadian Forest Products Ltd. in the presence of:

Director

Canadian Forest Products Ltd. Vice-President And Secretary

For Land Title Office use: Page ___ of ___.

Province of tish Columbia | Ministry of Environment, Lands and Parks

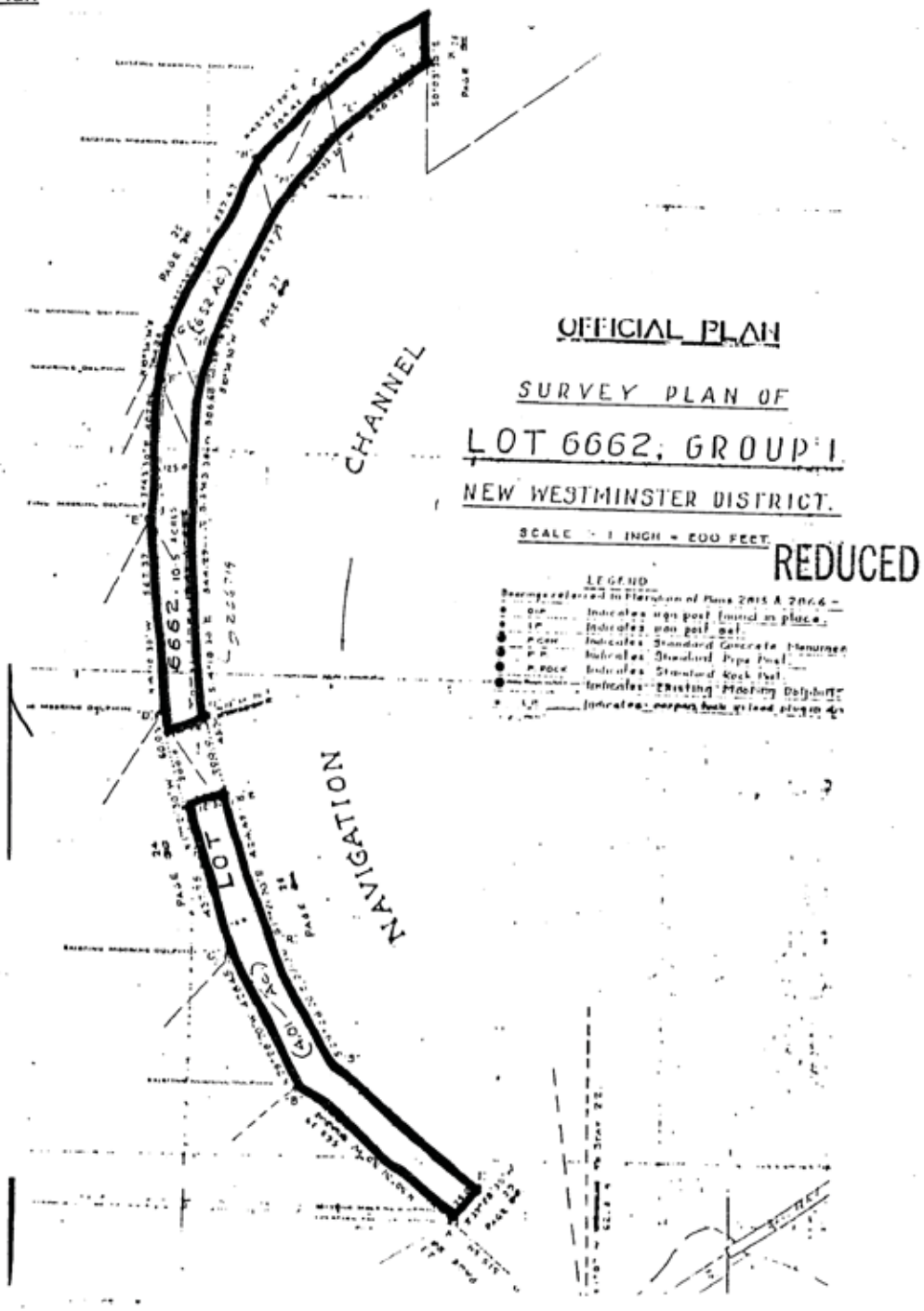
Legal Description Schedule

Lease No. 235029 File No. 0206719

1. Legal Description

District Lot 6662, Group 1, New Westminster District, as shown outlined in red on sketch attached and containing 4.250 hectares, more or less.

2. Sketch Plan



Province of British Columbia
Ministry of Environment, Lands and Parks

SPECIAL PROVISO SCHEDULE

Lease No. 235029 File No. 0206719

1. The Lessee shall

(a) not anchor or secure any buildings, structures or improvements on the Land except as shown in the schedule attached to this Lease called the Legal Description Schedule;

(b) not interrupt the movement of beach sedimentary material by water along the shoreline;

(c) not construct a fence, bulkhead, groin, breakwater, floating boom or any structure by another name which acts in a like manner, on the Land, without the prior written consent of the Lessor;

(d) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;

(e) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the ***Waste Management Act***;

(f) not use construction materials containing toxic substances, except in marine waters where the use of preservative-treated wood may be necessary;

(g) not involve pile driving in the construction or maintenance of improvements on the Land without the prior written consent of the Lessor.

2. ADDITIONAL PROVISOS

(a) There are no Additional Provisos.

For Land Title Office use: Page ___ of ___.

Province of British Columbia
Ministry of Environment, Lands and Parks

FEE SCHEDULE

Lease No. 235029 File No. 0206719

1. THE FEE FOR THE TERM SHALL BE

   (a) for the first year of the term, a fee of $819.00 payable in advance on the Commencement Date; AND

   (b) during the balance of the term, an annual fee of $500 or the amount determined by the Lessor under this Schedule, whichever is the greater, payable in advance, beginning on the first anniversary of the Commencement Date and thereafter on each successive anniversary of that date.

2. In this Schedule

   - "Land Value", in reference to the Land, means the value of the Land as determined by the Lessor in his sole discretion;
   - "Notice" means a notice in writing to the Lessee under section 5;
   - "Rate", in reference to the calculation of the annual fee payable during the term of this Lease means 8%.

3. The annual fee payable under section 1(b) shall be an amount equivalent to the product of the Rate multiplied by the Land Value.

4. The Lessor shall, from time to time, calculate the annual fee under section 1(b) in accordance with section 3 and the calculation of the Lessor shall be final and binding on the Lessee.

5. The Lessor shall, not less than 30 days before each anniversary of the Commencement Date during the term, give written notice to the Lessee specifying the annual fee payable under section 1(b) for the immediately succeeding year of the term and the annual fee specified in the notice shall constitute conclusive evidence of the annual fee payable for the year of the term specified therein.

6. If the Lessor does not give notice to the Lessee under section 5, the annual fee shall be equal to the annual fee calculated or in force during the immediately preceding year of the term.

:RISON CAMP 0002094BY1 C140 SUPC BM1 736284 12/13/95 $876.33

0206719

REFERENCE	INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
MINISTEROF	235029	113095	876.33	0.00	876.33

0206719

RECEIVED

DEC 18 1995

$ 876.33

BY

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS

DEC 18 1995

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

20009112

A/R

COMP ENT'D DEC 18 1995

adian Forest Products Ltd. and affiliated companies

PLEASE DETACH BEFORE PRESENTING

ISON CAMP 0002094LOD C140 SUPC BM1 596789 12/09/94 $876.33

REFERENCE	INVOICE NO	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
MINISTEROF	235029	113094	876.33	0.00	876.33

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS
LANDS OPERATIONS

DEC 13 1994

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

0206719

RECEIVED
DEC 13 1994
$ 876.33
BY

COMP ENT'D DEC 14 1994

an Forest Products Ltd. and affiliated companies

PLEASE DETACH BEFORE PRESENTING

[SON CAMP 0002094BY1 C140 SUPC BM1 476525 02/16/94 $879.67

REFERENCE	INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
MINISTEROF	L47926	013194	879.67	0.00	879.67

COMP ENT'D

FEB 21 1994

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS

FEB 18 1994

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

A/R

RECEIVED
FEB 18 1994
$ 879.67
BY

20003301

ian Forest Products Ltd. and affiliated companies

PLEASE DETACH BEFORE PRESENTING

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

RMS SERVICE NO: 0757
File No. 0206719 Document No. 235029 Invoice No.

Statement Date: 94/01/31
Due Date: 94/01/14

Name: CANADIAN FOREST PRODUCTS LTD.

L 47926

PLEASE ENTER ADDRESS CHANGES BELOW:

STREET _____

CITY _____

POSTAL CODE _____ PHONE NO. _____

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS

FEB 18 1994

Balance Owing $ 879.67

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

ENTER AMOUNT OF PAYMENT $

20003391

Regional office use only

ENVIRONMENT, LANDS AND PARKS
SUITE 401 - 4603 KINGSWAY
BURNABY
B.C.
V5H 4M4

REV. 91/11

ORIGINAL

ARRISON CAMP 0002094BY1 C140 SUPC BM1 836344 01/08/97 $876.3

REFERENCE	INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
MINISTEROF	0206719	113096	876.33	0.00	876.33

RECEIVED
JAN 13 1997
$ 876.33
BY

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS
LANDS OPERATIONS
JAN 13 1997
#401 - 4603 KINGSWAY
BURNABY, B.C. V5H 4M4

COMP. ENT. JAN 14 1997
20011493

AR

anadian Forest Products Ltd. and affiliated companies

PLEASE DETACH BEFORE PRESENTING

BRITISH COLUMBIA

MINISTRY OF ENVIRONMENT, LANDS AND PARKS
BC LANDS - LOWER MAINLAND REGION
SUITE 401 - 4603 KINGSWAY
BURNABY B.C. V5H 4M4

Phone: (604) 660-5500
Fax: (604) 660-5538

$876.33

Total Amount Due

Due Date: 97/01/14

0206719 : Our File
96/11/30 : Statement Date
: Your File

CANADIAN FOREST PRODUCTS LTD.

BOX 49420, 2800 - 1055 DUNSMUIR STREET
VANCOUVER BC V7X 1B5

20011493

Enter Amount of Payment: 876.33

RMS Service No. 0757
GST Reg. No. R107864738

Please enclose this Payment Stub with your Remittance in Canadian Funds
DO NOT MAIL CASH

Please Indicate Change of Address on Reverse ☐

OFFICE 00020948Y1 C160 SUPC BM1 392100 07/09/92 $1,090.33

PF 165

REFERENCE	INVOICE NO	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
MINISTEROF	DL6662	070692	1,090.33	0.00	1,090.33

adian Forest Products Ltd. and affiliated companies

PLEASE DETACH BEFORE PRESENTING

File: 0206719

Date: 92-08-18

Canadian Forest Products Ltd.
Box 49420
2800 - 1055 Dunsmuir Street
Vancouver, British Columbia
V7X 1B5

Attention: Murray Carpenter

Dear Sirs:

It is my pleasure to enclose your original copy of Lease No. 235029 duly executed on behalf of the Regional Director.

The Lease is issued for a term of ten (10) years commencing January 14, 1993 for log storage and booming purposes at the rental of $819.00 per annum.

This Lease covers District Lot 6662, Group 1, New Westminster District, as shown outlined in red on sketch attached and containing 4.250 hectares, more or less.

Please do not hesitate to contact me if you have any questions or require assistance. It continues to be our pleasure to be of service.

Yours truly,

AUG 21 1992

Helen Madden
Examiner

HM:bmp
Enclosure

cc: B.C. Assessment Authority, Dewdney/Alouette
Surveyor General Branch, Victoria
Regional District of Fraser-Cheam

ORIGINAL

For Land Title Office use: Page ___ of ___.

Province of British Columbia | Ministry of Environment, Lands and Parks

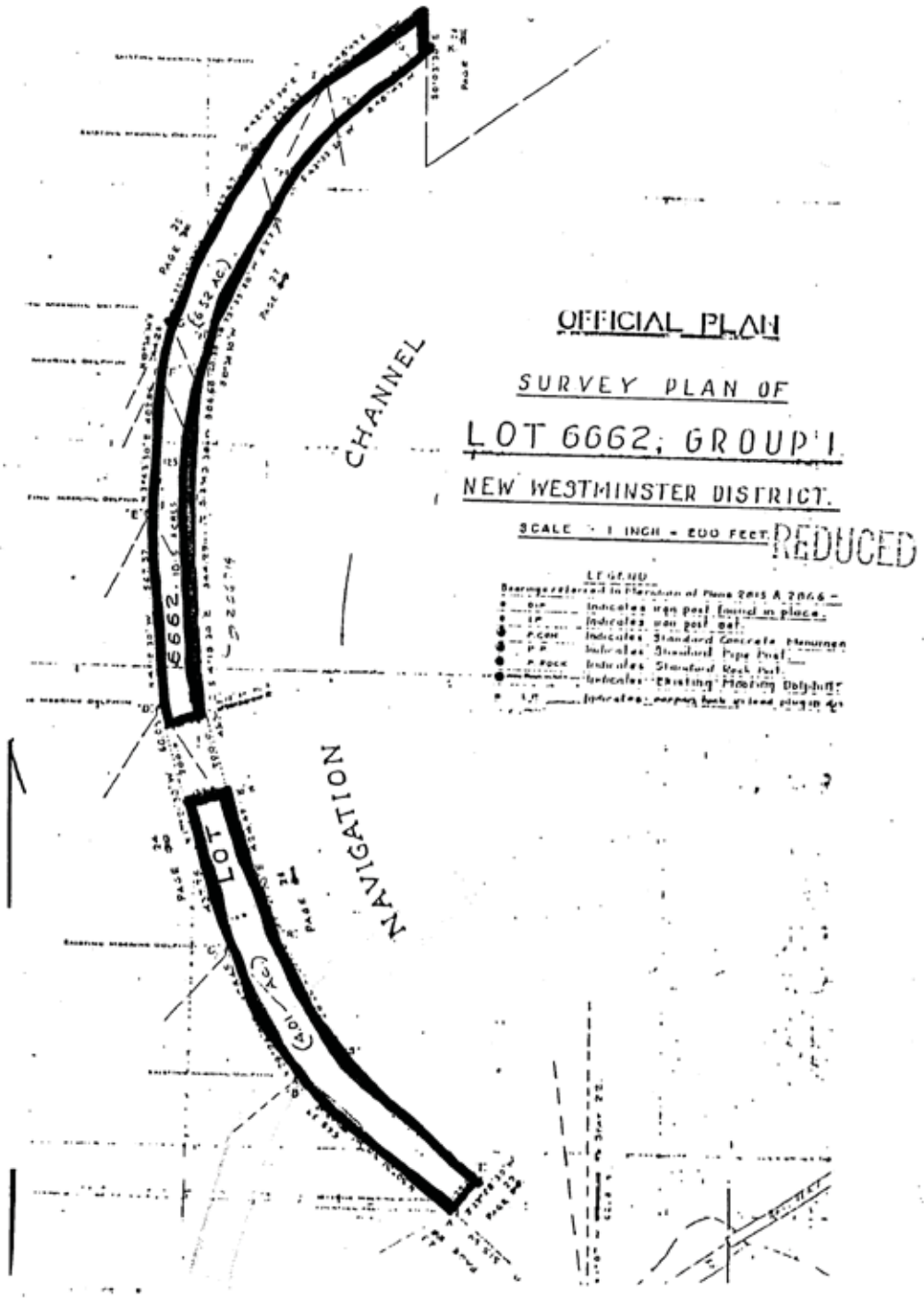
Legal Description Schedule

Lease No. 235029 File No. 0206719

1. Legal Description

District Lot 6662, Group 1, New Westminster District, as shown outlined in red on sketch attached and containing 4.250 hectares, more or less.

2. Sketch Plan



Province of
British Columbia

Ministry of
Environment,
Lands and Parks

Lower Mainland Region

Lands Operations Division
Suite 401 , 4603 Kingsway
Burnaby, B.C.
V5H 4M4
Telephone: (604) 660-5500

GST Registration No. R107864738

Your contact is: **Helen Madden**
Examiner
660-5500

Our File: 0206719
Your File:PF-165

Date: **92-04-06**

OFFER OF LEASE

ENTRY
W.L.
TAS
CLR
Mapping
Field Services
Please initial as ...

Canadian Forest Products Ltd
P.O. Box 49420
2800 - 1055 Dunsmuir Street
Vancouver, BC
V7X 1B5

Dear Sirs:

We are pleased to offer you a Lease over **District Lot 6662, Group 1, New Westminster District, as shown outlined in red on sketch attached and containing 4.250 hectares, more or less.** (the "Land") for **the purpose of log storage and booming**

This is to replace **Lease No. 231842.**

You can accept this offer by providing us with the following **by 1st day of December, 1992.**

FEES PAYABLE

Payment of the fees as outlined below:

Lease Rental Fee	$ 819.00	T*
Documentation Fee	$ 150.00	T*
Application Fee	$ 50.00	T*
GST (7% X $1019.00 = $71.33)	$ 71.33	
TOTAL	$ 1090.33	

92-08-10.

T* denotes GST payable

Please make your cheque or money order payable to the Minister of Finance and Corporate Relations.

LIABILITY INSURANCE

A Certificate of Insurance, in the attached form, confirming that:

1. You have obtained a comprehensive general liability insurance policy with a limit of **$1,000,000.00** per occurrence;

2. Her Majesty the Queen in Right of the Province of British Columbia, her employees, servants and agents are a named insured on the policy; and

3. The policy includes cross-liability and blanket contractual liability clauses or endorsements.

SECURITY DEPOSIT

A security deposit in the amount of **$2000.00** to guarantee your performance of the obligations under the Lease in the form of cash or a Safekeeping Agreement prepared by your bank. Please refer to the attached instructions for acceptable forms of security. We acknowledge receipt of Blanket Security.

SIGNING OF DOCUMENTS

Please ensure the enclosed Lease documents are signed by company officers who have the power to sign on behalf of the Corporation. Return all copies to our office and an originally executed copy of the Lease will be sent back to you.

If you accept this offer, you agree that:

1. This offer cannot be transferred to another person;
2. This offer and the Lease does not guarantee that:
   (a) the Land is suitable for the approved use,
   (b) it can be built on,
   (c) there is access to it, and
   (d) it is not susceptible to flooding or erosion;

3. This offer shall survive the signing and issuance of the Lease provided that in the event of any contradiction between the terms of the offer and the Lease, the Lease shall prevail;
4. In accordance with the provisions of the Land Act, this offer is not binding upon the Crown until the Lease is signed by the Crown.

If you accept this offer, you confirm that:

A. You (or your authorized representative) have inspected the Land and are fully aware of its condition;
B. You have knowledge of all municipal and regional bylaws regulating the use and development of the Land;
C. Time is of the essence;
D. Your company is incorporated or registered in British Columbia under No. **379381** and has the legal capacity to acquire land.

This offer expires if you do not accept it within the time period stated.

For your information, please note the following:

Lease No. 231842 does not expire until 14th day of January, 1993.

If you have any questions, please contact **Helen Madden** at **660-5500.**

Yours sincerely,

Original Signed By
R.H. ROBERTS

Authorized Representative

cc: Canadian Coast Guard
Navigable Waters(Your File: 8200-T-8112.2)
224 West Esplanade
North Vancouver, BC
V7M 3J7

File: 0206719

GENERAL LEASE - NO ADDITIONAL RENT

THIS LEASE executed in triplicate and dated for reference the 14th day of January, 1983.

IN PURSUANCE OF THE LAND ACT.

B E T W E E N :

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

(hereinafter called the "Lessor")

OF THE FIRST PART

A N D

CANADIAN FOREST PRODUCTS LTD., (Inc. No. 258724), a Company organized under the laws of British Columbia and having an office or other place of business at 2800 - 1055 Dunsmuir Street, Vancouver, British Columbia

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSES that in consideration of the rents reserved and the covenants and agreements set forth below, the parties agree as follows:

ARTICLE I GRANT OF LEASE

(1.01) The Lessor demises and leases to the Lessee that parcel of land consisting of river bed described as

Lot 6662, Group 1, New Westminster District

and being more particularly shown outlined in red on the plan annexed hereto as Schedule "A" (herein called the "Land"); RESERVING, nevertheless to the Lessor, his successors and assigns, the full, free and uninterrupted right, for himself, his servants and agents and the public to pass and repass over the Land by vessel or otherwise.

ARTICLE II TERM

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of 10 years commencing on the 14th day of January, 1983 (herein called the "Commencement Date").

ARTICLE III RENT

(3.01) YIELDING AND PAYING THEREFORE

(a) during the first five years of the term an annual rental of $672 payable in advance,

Province of British Columbia

Page 140
FNR-11-00043

beginning on the Commencement Date, and thereafter on each successive anniversary of that date,

(b) during each successive five year period of the term thereafter (herein called a "Lease Period") an annual rental determined by the Lessor under this Article, payable in advance, beginning on the date of commencement of each Lease Period and thereafter on each successive anniversary of that date.

(3.02) The Lessor may, by notice in writing to the Lessee not less than 15 days before the commencement of any Lease Period, increase the amount of annual rental payable during that Lease Period and the annual rental specified in the notice shall constitute conclusive evidence of the annual rental payable during the Lease Period in respect of which the notice is given.

(3.03) If the Lessor does not give notice to the Lessee under section 3.02 in respect of any Lease Period, the annual rental payable during that Lease Period shall be equal to the annual rental payable during the immediately preceding Lease Period, or in the case of the first Lease Period, the immediately preceding five years of the term.

ARTICLE IV COVENANTS OF THE LESSEE

(4.01) The Lessee covenants with the Lessor

(a) to pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all taxes, rates, levies, duties, charges and assessments now or hereafter assessed, levied or charged by any competent governmental authority upon the Land or any improvements thereon (herein called "Realty Taxes") and if the Lessee defaults in the payment of any such sums, the Lessor may pay and discharge the same and the amounts so paid shall be added to the rent herein reserved and will be due and payable to the Lessor immediately;

(c) to pay and satisfy all payments when due under any Leasehold Mortgage (as hereinafter defined);

(d) to pay and discharge when due all charges for electricity, gas, water, and other utilities supplied to the Land;

(e) to observe, abide by and comply with all laws, by-laws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation, PROVIDED that if the Lessee contests the validity or applicability of such

Province of British Columbia

laws, by-laws, orders, directions, ordinances or regulations, he shall indemnify and save harmless the Lessor from all loss, damage, cost and expense suffered by the Lessor by reason of the Lessee contesting their validity and shall furnish the Lessor with such security as may be required by the Lessor;

(f) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor, to remove any improvements and make safe, clean and sanitary any portion of the Land or any improvement that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(g) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land, and for the purpose of this covenant, the permitted use of the land in compliance with this lease shall be deemed not to constitute a nuisance or annoyance;

(h) not to use the Land for any purpose other than for the purpose of

(i) storing and booming logs;

(i) to pay interest to the Lessor on rent in arrears at the rate of interest prescribed from time to time under the Land Act in respect of money payable under a lease that is not paid on the due date;

(j) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than $1,000,000;

(k) to pay all premiums and monies necessary to maintain all policies of insurance required to be maintained by the Lessee herein as the same become due, provided that if the Lessee defaults in the payment of any of the premiums or sums of money, the Lessor may (but will be under no obligation to) pay the same and the amounts so paid will be added to the rent herein reserved and will be payable to the Lessor immediately;

(l) to deliver to the Lessor from time to time, upon demand, copies of all current policies of insurance required to be maintained by the Lessee hereunder;

(m) to deliver to the Lessor from time to time, upon demand, receipts or other evidence of payment of Realty Taxes, insurance premiums,

Leasehold Mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(n) not to keep, store or leave upon the Land during the term any refuse or rubbish of any kind;

(o) to indemnify and save the Lessor harmless against all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's occupation of the Land,

and the Lessor may add the amount of such loss, damage, costs and liabilities to the rent herein reserved and the amount so added shall be payable to the Lessor immediately;

(p) to pay all accounts and expenses as they become due for labour performed on, or material supplied to, the Land, save and except for monies that the Lessee is required to retain or hold back under the Builders Lien Act, and with respect to the amounts so retained or held back to pay and deal with the same in compliance with that Act or legislation and to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, pursuant to the Builders Lien Act or other legislation of like effect in force from time to time, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land, and to permit the Lessor to enter on the Land for the purpose of placing such notices;

(q) on the expiration or earlier termination of the term

(i) to remove all improvements placed or constructed on the Land during the term,

(ii) to restore the surface of the Land to its original condition, and

(iii) to peaceably quit, surrender, yield up and deliver the Land to the Lessor in a safe, clean and sanitary condition,

and all right, interest and estate of the Lessee in the Land shall cease and vest in the Lessor;

(r) to permit the Lessor, his servants and agents, at all times to enter on and inspect the Land and any improvements thereon;

Province of British Columbia

(s) to comply with all laws, regulations and orders of the Federal Government of Canada, or any of its agencies or commissions, or any international joint commissions of which it or any of its agencies is a member, respecting salmon and fishlife resources in the Harrison River system;

(t) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the written consent of the Lessor, and then only in accordance with the terms and conditions specified in the consent by the Lessor;

(u) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of any owner or occupier of land adjacent to or in the vicinity of the Land;

(v) not to use the Land or carry on or permit any activity on the land or on the surface of the water covering the Land that contravenes any provision of the Navigable Waters Protection Act (Canada) or any other enactment, order, regulation or law of the Federal Government of Canada respecting navigable waters, shipping or marine life resources;

ARTICLE V — ASSIGNMENT

(5.01) The Lessee shall not assign, sublet or transfer this lease without the prior written consent of the Lessor.

ARTICLE VI — COVENANTS OF THE LESSOR

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

ARTICLE VII — PROVISOS

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if after the termination by the passage of time of this lease or any extension thereof the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

(b) if, during the continuance of this lease, the improvements or any part of them now or hereafter constructed on the Land are destroyed by fire, lightning, tempest, impact of aircraft, acts of God or the Queen's enemies, riots, insurrections or explosion

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(i) the rental herein paid or reserved shall not abate or be forgiven, and

(ii) if the improvements so destroyed have not been rebuilt or reinstated at the expiration or earlier termination of the term, the Lessee shall remove the same and restore the surface of the Land so far as possible to its original condition;

(c) title to any ownership of all buildings, structures, and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(d) the Lessor is under no obligation to provide access to the Land or to maintain or improve existing access roads;

(e) that this lease and all the terms and conditions of it may be inspected by the public at such times and at such places as the Lessor may determine;

(f) notwithstanding subsection (j) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (j) of section 4.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change;

(g) if the Lessee, on the expiration or earlier termination of the term, fails to remove all improvements that were placed on the Land during the term, or to restore the surface of the Land to its original condition, the Lessor may remove the improvements and restore the Land and the Lessee shall compensate the Lessor for all expenses incurred by him for such removal and restoration forthwith on demand.

(7.02) If a dispute arises as to whether or not an improvement on the Land has been destroyed by fire or other causes, the dispute shall be referred to arbitration.

ARTICLE VIII EVENTS OF DEFAULT

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of rent, or the payment of any other sum payable hereunder, and such default shall continue for 30 days after the giving of written notice by the Lessor to the Lessee;

Province of British Columbia

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, provisions, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of rent or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; or

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this Lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of rent or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

(8.02) The remedies of the Lessor in this Article are in addition to the remedies available to the Lessor under the Land Act, and an exercise of the Lessor's remedies under this Article shall not limit or restrict the right of the Lessor to exercise a remedy available to him under that Act.

ARTICLE IX RENEWAL

(9.01) If, on the expiration of the term, the Lessor elects to grant a further lease of the Land, the Lessor shall, by notice in writing, offer the further lease to the Lessee at the rent and on the terms and conditions specified in the notice.

(9.02) The Lessee shall have a period of 60 days from the date of receipt of the notice referred to in section 9.01 to accept a further lease of the Land by endorsing his acceptance on the notice and delivering it to the Lessor within the time limited

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in this section. If the Lessee elects not to accept the further lease of the Land within the time limited in this section, the Lessor shall be at liberty to grant a lease of the Land to any other person at the rent and on the terms specified in the notice.

(9.03) If the Lessee declines to accept a further lease of the Land under this Article, the Lessor shall not, for a period of two years after the date of the notice referred to in section 9.01 offer a lease of the Land to any person at a rent or on terms more favourable than those specified in the notice without first offering a further lease of the Land to the Lessee at that rent and on those terms.

ARTICLE X SECURITY

(10.01) The security in the sum of $2,000 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed.

(10.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(10.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier termination of this lease.

(10.04) Notwithstanding section 10.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of security required by the Lessor.

(10.05) The Lessee shall, within 60 days of receiving the notice referred to in section 10.04, cause the amount of Security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

ARTICLE XI EXPROPRIATION

(11.01) If the whole or any part of the Land, or any fixtures or improvements on the Land are expropriated during the term of this lease,

(a) the expropriation shall not constitute a breach of the Lessor's covenant for quiet enjoyment,

(b) the rental shall not abate,

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(c) the Lessee shall only be entitled to exercise those rights or remedies that are available to him under the statute that authorized the expropriation.

(11.02) If

(a) the whole of the Land is expropriated, this lease shall terminate on the date the expropriation is effective,

(b) a part of the Land is expropriated, this lease shall continue in effect respecting that part of the Land that is not expropriated.

ARTICLE XII ARBITRATION

(12.01) Any dispute required to be determined by arbitration in accordance with the provisions of this lease shall be determined under the Arbitration Act by reference to a single arbitrator. The cost of any arbitration shall be borne equally by the parties.

ARTICLE XIII MORTGAGE OF LEASE

(13.01) The Lessee shall have the right from time to time to mortgage this lease and the leasehold interest of the Lessee created by it, and any improvements on the Land (herein called the "Leasehold Mortgage"). In the event of any breach or default of any of the covenants, terms and conditions of this lease by the Lessee, the first leasehold mortgagee shall be entitled, in order to avoid a forfeiture of the lease, to make any payments and do and perform all acts or things that may be necessary or required to prevent a forfeiture.

(13.02) The Lessee shall give notice to the Lessor of any Leasehold Mortgage of this lease and the Lessee's leasehold interest herein together with a copy of the instrument creating it within 30 days after it is granted.

(13.03) If by reason of the default of the Lessee this lease is terminated before the expiration of the term, the Lessor shall enter into a new lease of the Land with the first leasehold mortgagee for the period that but for such termination would have been the remainder of the term, the new lease to become effective immediately on the termination of this Lease, at the rent and on all of the terms, provisions, covenants and agreements contained in this Lease, subject to the rights of any person then in possession of the Land so long as

(a) the first leasehold mortgagee has made a written request to the Lessor for a new lease within 30 days of its termination and the request is accompanied by payment to the Lessor of all sums of money then due to the Lessor hereunder including reasonable legal fees and expenses in connection with the foregoing and with the preparation of the new lease;

Province of British Columbia

(b) at the time of execution and delivery of the new lease, the first leasehold mortgagee pays to the Lessor all sums that would at the time of execution and delivery of the new lease be due under this lease but for such termination and agrees to diligently cure or remedy any default of the Lessee under this lease, the curing or remedying of which requires the leasehold mortgagee to be in possession of the Land.

(13.04) So long as the Lessor has received written notice of a Leasehold Mortgage under section 13.02, the Lessor will give 30 days notice to the first leasehold mortgagee at his address specified in the notice, of the Lessor's intention to terminate this lease and of the nature of the Lessee's default hereunder.

(13.05) Under any new lease delivered to the first leasehold mortgagee, the Lessor shall not warrant possession, but shall lease only that estate in the Land as the Lessor shall then have, subject only to those matters to which this lease is subject and to those matters suffered, created or permitted to be suffered or created by the Lessee under the terminated lease.

(13.06) The failure of the first leasehold mortgagee to execute and deliver to the Lessor the new lease within 30 days after it is tendered by the Lessor or to comply with any other provisions of this Article shall conclusively be deemed an abandonment and waiver on the part of the first leasehold mortgagee of all rights to obtain the new lease and of any and all rights against the Lessor.

(13.07) The Lessor hereby represents that the first leasehold mortgagee shall be entitled to rely on the provisions of this Article and to enforce them against the Lessor subject to the provisions of this lease.

(13.08) The making of a Leasehold Mortgage shall not constitute an assignment, sublease or transfer of this lease that requires

(a) the consent of the Lessor, or

(b) the leasehold mortgagee to observe and perform the Lessee's covenants unless the leasehold mortgagee enters into possession of the Land in the exercise of his rights to foreclose the Leasehold Mortgage.

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ARTICLE XIV NOTICE

(14.01) Any written notice to be served upon or given to either the Lessor or the Lessee pursuant to this lease shall be sufficiently served and given if delivered or mailed, prepaid and registered, in the case of the Lessor, addressed to him at the Parliament Buildings, Victoria, British Columbia, to the attention of the Minister of Lands, Parks and Housing, or such other member of the Executive Council of the Government of British Columbia who may be charged with the administration of the Land Act at the date of the notice and in the case of the Lessee, addressed to him at

2800 - 1055 Dunsmuir Street
P.O. Box 49420
Bentall Postal Station
Vancouver, British Columbia
V7X 1B5

and if the notice is mailed the date of receipt shall be deemed to be 96 hours after the hour of mailing.

(14.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(14.03) Notwithstanding section 14.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same on a conspicuous place on the Land.

ARTICLE XV MISCELLANEOUS

(15.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. The waiver by the Lessor of any breach by the Lessee of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(15.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(15.03) The Lessor hereby reserves the right to grant other dispositions of the Land by way of easement, statutory right-of-way, or right to flood, whether or not the interest granted has a dominant tenement, to

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(a) a Crown Corporation or agency, or

(b) a municipality, regional district, improvement district, water users community, public utility, a pulp or timber, mining, railway or smelting corporation, or a corporation authorized to transport oil or gas, or both oil and gas, or solids, as defined in the Pipeline Act, or

(c) any other person designated by that member of the Executive Council of the Province of British Columbia charged with the administration of the Land Act,

for any purpose necessary for the operation and maintenance of the grantee's undertaking and the Lessee agrees that a grant made under this paragraph shall not constitute a breach of the Lessor's covenant for quiet enjoyment, and the Lessee hereby consents to any such grant and will forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease to any such grant.

(15.04) Any interference with the rights of the Lessee under this lease by virtue of the operation of the Mineral Act, Petroleum and Natural Gas Act, Coal Act or Water Act or any certificate, lease, permit, or license issued under those Acts shall not constitute a breach of the Lessor's covenant of quiet enjoyment.

(15.05) This lease and the term herein granted is subject to

(a) all subsisting grants to, or rights of, any person made or acquired under the Mineral Act, Petroleum and Natural Gas Act, Coal Act or Water Act, whether or not the Lessee has actual notice of them,

(b) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the Land Act.

(15.06) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(15.07) Time is of the essence in this agreement.

ARTICLE XVI INTERPRETATION

(16.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(16.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions hereof.

Province of British Columbia

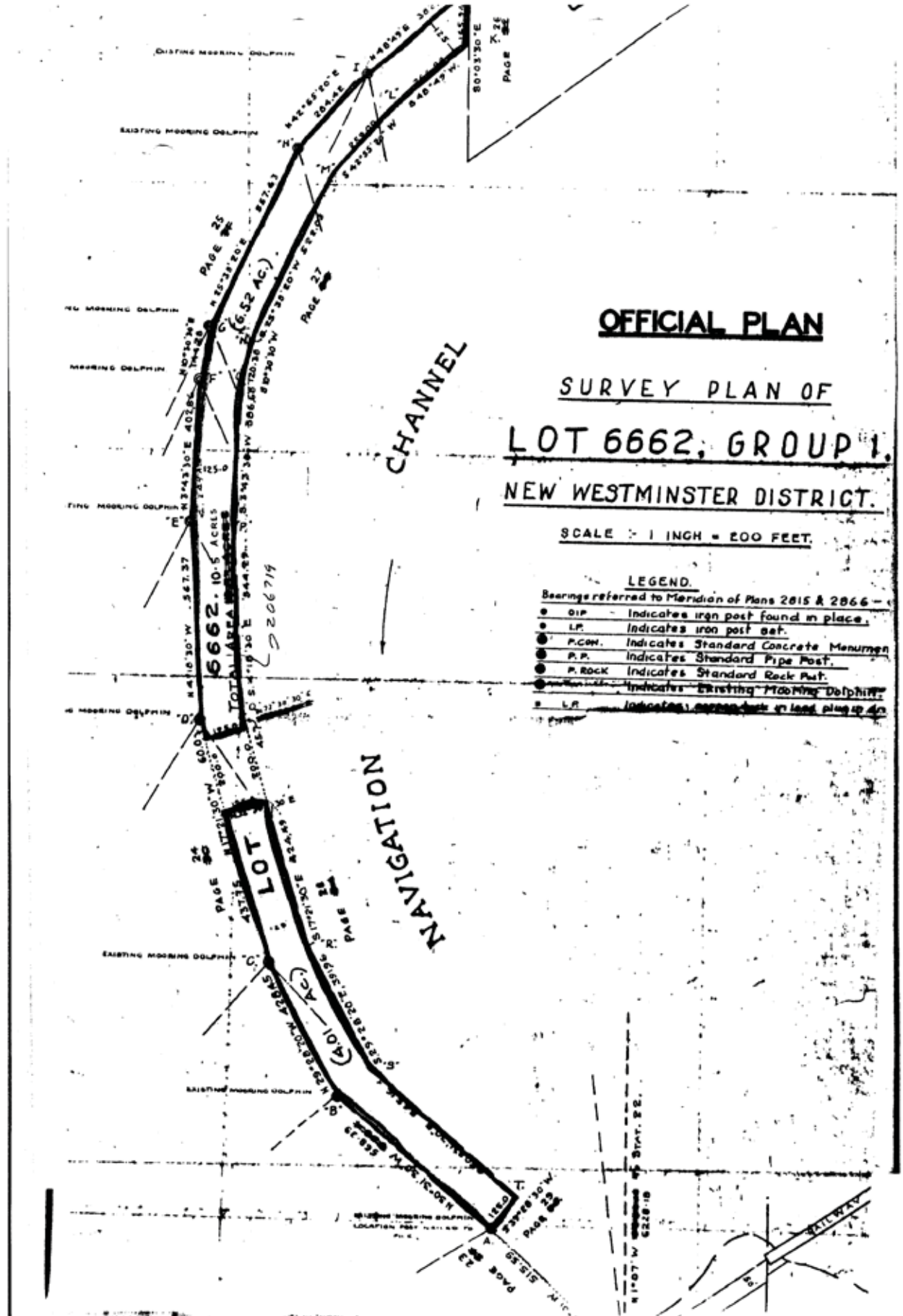
Page 151
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0015

(16.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the Land Transfer Form Act, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

(16.04) This lease shall be interpreted according to the laws of the Province of British Columbia.

(16.05) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(16.06) If any section of this lease 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.


OFFICIAL PLAN
SURVEY PLAN OF
LOT 6662, GROUP 1,
NEW WESTMINSTER DISTRICT.
SCALE : 1 INCH = 200 FEET.
LEGEND.
Bearings referred to Meridian of Plans 2815 & 2866 –
I.P. Indicates iron post found in place.
I.P. Indicates iron post set.
P.CON. Indicates Standard Concrete Monument
P.P. Indicates Standard Pipe Post.
P. ROCK Indicates Standard Rock Post.
Indicates Existing Mooring Dolphins
L.P. Indicates
CHANNEL
NAVIGATION
6662
TOTAL AREA
LOT
EXISTING MOORING DOLPHIN
PAGE 25
PAGE 27
PAGE 24
PAGE 23
PAGE 22
PAGE 26
STATE WAY

SCHEDULE "A"

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

SIGNED, SEALED AND DELIVERED on behalf of Her Majesty The Queen in Right of The Province of British Columbia by the Minister of Lands, Parks and Housing, or his duly authorized representative, in the presence of:

Regional Director

A Commissioner for taking Affidavits in British Columbia

"The Common Seal of CANADIAN FOREST PRODUCTS LTD. was hereunto affixed in the presence of:

AUTHORIZED Signatory

AUTHORIZED Signatory

c/s".

Province of
British Columbia
Ministry of Lands,
Parks and Housing

TYPE OF TENURE

Lease

No. 231842

Commencement Date

January 14, 19 83

MINISTER OF LANDS, PARKS
AND HOUSING

TO

Canadian Forest Products Ltd.

for
log storage and booming
purposes.

Term ten years.

Area 4.25 hectares.

File No. 0206719

L 10 (3/81) o

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

AMS SERVICE NO: 0757
File No 0206719 Document No 231842 Invoice No. Statement Date: 91/11/30

COMMENT Due 1992/01/14

Name: CANADIAN FOREST PRODUCTS LTD.

20029568

PLEASE ENTER ADDRESS CHANGES BELOW:

STREET _____

CITY _____

POSTAL CODE _____ PHONE NO. _____

RECEIVED
JAN - 7 1992

719.04

Balance Owing $

L 19375

Regional office use only

ENVIRONMENT, LANDS AND PARKS
SUITE 401 - 4603 KINGSWAY
BURNABY
B.C.
V5H 4M4 PH: (604) 660 5500

$ 719.04

BY

ENTER AMOUNT OF PAYMENT $

/9 (FIN) REV. 86/10 ORIGINAL

HARRISON CAMP 0002094BY1 C140 SUPC BM1 00000308684 12/31/91 **********$719.04

Voucher No.	Vendor Name & Invoice No.	Date	Invoice Amount	Discount	Net Amount
	MINISTEROF 91-0206719	113091	719.04	0.00	719.04

MINISTRY OF LANDS AND PARKS
LANDS OPERATIONS

JAN 07 1992

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

Canadian Forest Products Ltd. and affiliated companies

Please detach before presenting

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

File No. 0206719 Document No. 231842 Invoice No.

Statement Date: 90/11/30
Due Date: 91/01/14

Name: CANADIAN FOREST PRODUCTS LTD.

9842 L

PLEA ENTER ADDRESS CHANGES BELOW:

STREET _____

CITY _____

POSTAL CODE _____

20. 26363

RECEIVED
JAN - 8 1991

COMP ENT'D JAN - 9 1991
672.00

Balance Owing $

Regional office use only

CROWN LANDS
SUITE 401 - 4603 KINGSWAY
BURNABY
B.C.
V5H 4M4

$ 672.00

BY DB

ENTER AMOUNT OF PAYMENT $

FS 79 (FIN) REV. 88/10

ORIGINAL

HARRISON CAMP 0002094BY1 C140 SUPC BM1 00000277106 01/03/91 **********$672.0(

Vendor No.	Vendor Name & Invoice No.	Date	Invoice Amount	Discount	Net Amount
	MINISTEROF L9842	113090	672.00	0.00	672.00

20026363

Canadian Forest Products Ltd. and affiliated companies

Please detach before presenting

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

File No. 0206719 Document No 231842 Invoice No. Statement Date: 89/12/01

Due Date: 90/01/14

Name: CANADIAN FOREST PRODUCTS LTD. 20022940

L 21538

PLEASE ENTER ADDRESS CHANGES BELOW:

STREET _____

CITY _____

POSTAL CODE _____

RECEIVED
JAN - 8 1990

Balance Owing $ 672.00

Regional office use only

CROWN LANDS
SUITE 210 - 4240 MANOR STREET
BURNABY
B.C.
V5G 1B2

$ 672.00

BY JJB

ENTER AMOUNT OF PAYMENT

$ 672 | —

79 (FIN) REV. 88/10

ORIGINAL

COMP ENT'D JAN 30 1990

53506-2 MAINLAND LOGGING DIVISION-HARRISON CAMP

Vou No.	Vendor Name & Invoice No.	Date	Invoice Amount	Discount	Net Amount
12/551	MIN OF FIN 231842	01 12	672.00		672.00
			672.00		672.00 *

22940

MINISTRY OF CROWN LANDS
LANDS OPERATIONS

JAN - 8 1990

#210-4240 MANOR STREET
BURNABY, B.C. V5G 1B2

Canadian Forest Products Ltd. and affiliated companies

Please detach before presenting

Canadian Forest Products Ltd.

Ma land Logging Division

RECEIVED
MAR 08 1988
FILE: LETTER No. 2914
CANADIAN COAST GUARD WESTERN

March 2, 1988

Canadian Coast Guard,
Navigable Water Protection Officer,
224 West Esplanade
North Vancouver, B.C.
V7M 3J7

Dear Sir:

Canadian Forest Products Ltd. operates a dryland log sorting facility on the Harrison River just below the Lougheed Highway bridge crossing at Harrison Mills. Over time silt and log debris has filtered into the log storage lanes. During periods of low water, log booms run aground. Dredging of this debris is now necessary to maintain the efficiency of this operation.

We intend to use a grapple yarder to do the dredging. We estimate that 30,000 m^3 of material will be removed.

The best time for us to do this job is from November 01 to February 28. Canfor men and equipment will be used if this time frame is acceptable to you. Dredging during the summer months would result in shutting down the dryland sort and our logging crews. This would create a financial hardship to the company and our employees.

DW File 9200 - 7400 - Dolphins

Harrison Camp: R.R. No. 1, Morris Valley Road / Agassiz B.C. V0M 1A0 / Telephone (604) 796-2757 / FAX (604) 796-3625
2800 — 1055 Dunsmuir St., P.O. Box 49420 Bentall Postal Station / Vancouver, B.C. V7X 1B5 / (604) 661-5741 / Telex 04-53838

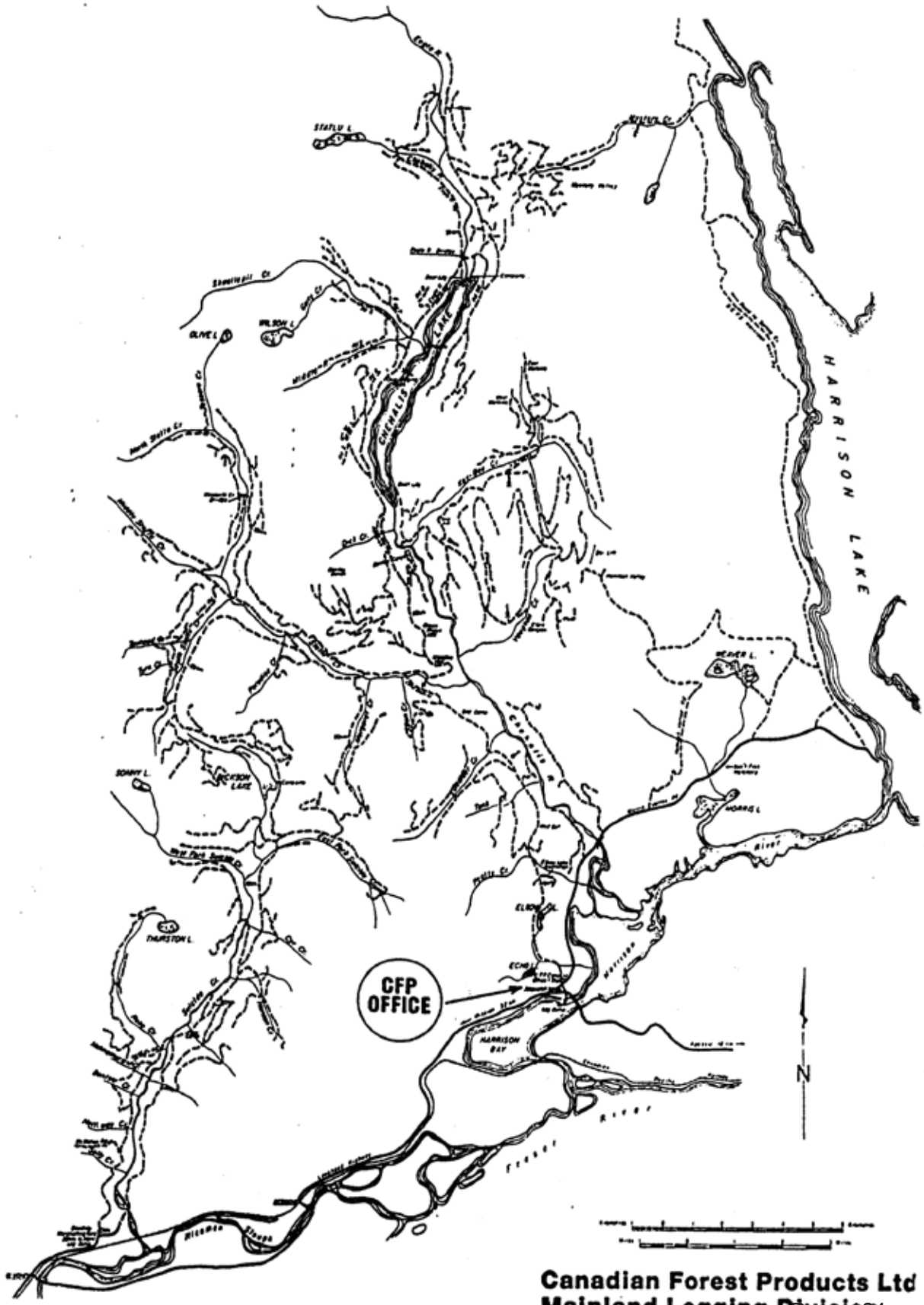
To assist you in processing this application I am enclosing three copies of the plan for the dryland sort as well as a key map showing our location. Approval for this proposal is requested by November 01, 1988.

If I can be any assistance to you, please call me at 796-2757. Thank you for your time.

Yours truly,

Brian J. Martell
Logging Engineer
Harrison Camp

Roads are closed Monday to Friday, 6 am-6pm
Open most weekends...
but please check with office

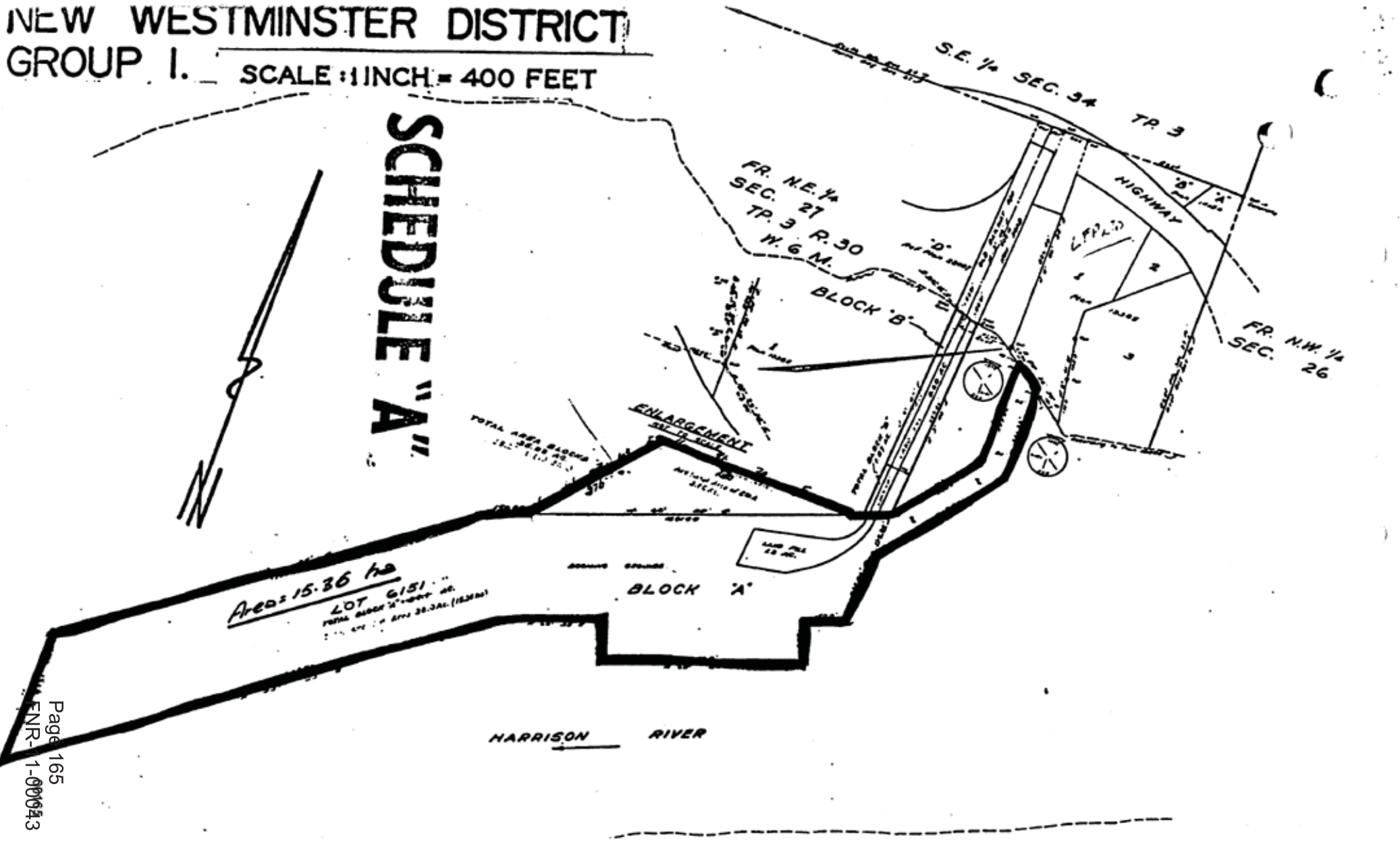


Canadian Forest Products Ltd
Mainland Logging Division

FNR-11-00043

NEW WESTMINSTER DISTRICT
GROUP 1.

SCALE : 1 INCH = 400 FEET



J

F.S.

Lease No. 231842 File No. 0206719

( ) FIVE-YEAR REVIEW OF LEASE

Lessee CANADIAN FOREST PRODUCTS LTD.

Area leased D. L. 6662, GP. 1, N.W.D.

Purpose LOG STORAGE & BOOMING

Lease dated JAN. 14, 1983 Term TEN YRS.

Current annual rental 672.00 Paid to

Remarks:

Current report dated Rental $ per annum

Recommendation

ENTERED JAN 29 1988

Recommendation this review, dated 87-12-24 as hereunder

No change in rental remains at $672.00

Amend rental to $ per annum for next year term

~~Round rental for administrative purposes to $~~ REVISED 1977 x 4.25 = 8400 x 8% = 672 per annum

Remarks Continue for a further five years, commencing Jan 14, 1988.

Regional Director

L.64 (R 6/86)

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

File No. 0206719 Lease No. 231842 Invoice No.

Statement Date: 88/12/01
Due Date: 89/01/14

Name: CANADIAN FOREST PRODUCTS LTD

188919

PLEASE ENTER ADDRESS CHANGES BELOW:

STREET

CITY

POSTAL CODE

DEC 29 1988 RECEIVED HARRISON MC

220

672.00

Balance Owing $

Regional office use only

FORESTS AND LANDS
SUITE 210 - 4[illegible] MANOR STREET
BURNABY
B.C.
V5G 1B2

COMP. ENT'D

DEC 23 1988

$ 672.00

BY YB

ENTER AMOUNT OF PAYMENT $ 672|—

FC 79 (FIN) 87/02

ORIGINAL

6-2

MAINLAND LOGGING DIVISION-HARRISON CAMP

No.	Vendor Name & Invoice No.	Date	Invoice Amount	Discount	Net Amount
28943	MOF LEASE 23184 206719	01 12	672.00		672.00
			672.00		672.00 *

Canadian Forest Products Ltd. and affiliated companies

Please detach before presenting

Province of British Columbia

Ministry of Lands, Parks and Housing

Waterlot Report
Log Handling & Storage

TO THE REGIONAL DIRECTOR: R.O.

MAY 12 1987

FROM DISTRICT MANAGER: FRANK CSIZMADIA

R

SUMMARY RECOMMENDATION OF THIS REPORT ☐ ALLOWANCE ☐ DISALLOWANCE

FILE NO. 0206719

FIELD EXAM MADE	DATE MADE	REPORT DATE	AIR PHOTO NO.	STATUS
☐ YES ☑ NO	—	87-05-11	—	☑ COMPLETED ☐ NOT COMPLETE

1. LEGAL DESCRIPTION ▶ LOT 6662 Gp.1. N.W.D.

AREA 4.25 ha.

REF. MAP 92 H/4e

2. APPLICANT NAME ▶ CANADIAN FOREST PRODUCTS LTD.

3. PURPOSE ▶ LOG STORAGE AND BOOMING — REVIEW.

4. LOCATION ▶ WEST SIDE OF HARRISON BAY

5. SITE DETAILS ▶

INTENSITY OF USE: ☑ CONTINUOUS ☐ INTERMITTENT ☐ EMERGENCY

AREA OF LIMITED UTILITY DUE TO WATER DEPTH — ha. FILL AREA — ha.

UPLAND OWNERSHIP: ☑ CROWN ☐ APPLICANT ☐ OTHER PRIVATE OWNER

6. VALUATION AND TERM ▶

VALUATION ACCORDING TO VALUES ESTABLISHED WITHIN ZONE # 'H' $ 1977/ha.

TERM TENURE REQUIRED ☑ 5 YEARS ☐ INDEFINITE

7. PROPOSED USE AND DEVELOPMENT ▶
(Discuss the social and environmental impact on the site. Review and check any prospectus information against photos, maps and other sources and knowledge of the area).

EXISTING LEASE.

8. CONFLICTS ▶
If they exist consider alternative locations or measures to mitigate the problem.

NO CONFLICTS ARE NOTED.

RECOMMENDATION

PLEASE CONTINUE LEASE FOR ANOTHER 5 YEAR TERM.

RENTAL FEE: $1977/ha. x 4.25 ha. = $8400

8% OF 8400 = $672/ANNUM.

SUBJECT TO ALL STANDARD CONDITIONS.

PROJECT REQUIRES ☑ MINOR REVIEW ☐ REGIONAL REVIEW ☐ MAJOR REVIEW

PERFORMANCE BOND $ DEPOSITED.

DATE 87-05-11 EXAMINER

DISTRICT OFFICE PGE.

Province of British Columbia
Ministry of Lands, Parks and Hous

Referral Summary Report

COMP. RENTAL REVIEWS.

APPLICANT N.			DISTRICT OFFICE ADDRESS
			JANUARY, 1988. APR 13 1987 FC
APPLICATION DATE: JAN. 11 07.	REF. MAP NO.: 92H/4E.	FILE NO.: 0206719	

LOCATION OF LAND: West side of Harrison Bay. PARCEL SIZE: 4.25 ha.

LEGAL DESCRIPTION: Lot 6662 GP1 NWD.

PROPOSED USE: PURPOSE: Log Storage + Booming. STATUS: —

SUMMARY OF RESPONSES

AGENCY/ORGANIZATION	DATE SENT	DATE RECEIVED	RESPONSE (AND ORDER) POSITIVE	CONDITIONAL 1st	CONDITIONAL 2nd	CONDITIONAL 3rd	NEGATIVE 1st	NEGATIVE 2nd	NEGATIVE 3rd	NO INTEREST	NOTIFICATION DATE
AGRICULTURE AND FOOD											
ENVIRONMENT B.C.											
- FISH AND WILDLIFE											
- MARINE RESOURCES											
- POLLUTION CONTROL											
ENVIRONMENT CANADA											
FISHERIES AND OCEANS CANADA											
FORESTS											
- FOREST MANAGEMENT											
- RANGE DIVISION											
HEALTH											
ISLANDS TRUST											
LANDS PARKS & HOUSING											
- PARKS & OUTDOOR RECREATION											
MINES											
PROVINCIAL SECRETARY AND GOVERNMENT SERVICES											
- PROVINCIAL ARCHAEOLOGIST											
REGIONAL DISTRICT/MUNICIPALITY											
TRANSPORTATION AND HIGHWAYS											
OTHER											

SUMMARY OF ANALYSIS AND CONFLICT RESOLUTION (USE REVERSE IF NECESSARY)

RECOMMENDATION

RENTAL REVIEW FOR ONGOING TENURE.
NO CONFLICTS ARE ANTICIPATED. RECOMMEND THAT THE LEASE BE RENEWED FOR ANOTHER 5 YEAR TERM.

- [x] ALLOWANCE
- [ ] CONDITIONAL ALLOWANCE
- [ ] DISALLOWANCE
- [ ] UNRESOLVED - REFERRED TO REGIONAL DIRECTOR

DISTRICT LAND MANAGER: F.C. REGIONAL DIRECTOR:

DATE: 87-05-11 DATE:

L59 (R2/82)

Province of
British Columbia

Ministry of Lands,
Parks and Housing

Lands and Housing
Regional Operations
Lower Mainland Region
McLaren Centre
4240 Manor Street
Burnaby, B.C.
V5G 1B2

Reply attention of:
R.F. Gilmour
Manager, Land Administration

Our File: 0206719

Date: 83-07-29

Canadian Forest Products Ltd.
2800 - 1055 Dunsmuir Street
P.O. Box 49420
Bentall Postal Station
Vancouver, B.C.
V7X 1B5

Attention: J.C. Polderman

Dear Sir:

Re: Application for a lease of the land shown outlined in red on the annexed sketch (the "Land")

We are pleased to advise you that we have approved your application for a disposition of the Land under the Land Act on the terms and conditions set forth below.

1. TENURE: The disposition of the Land to you will be by way of lease, in our form, for a term of 10 years, on the terms and conditions set forth below. The commencement date of the term will be established in accordance with section 39 of the Land Act.

2. PERMITTED USE:

The use of the Land will be restricted to the uses permitted in the form of lease annexed to this commitment.

3. CONDITIONS PRECEDENT:

Our obligation to make the disposition to you under this commitment is subject to the following conditions, namely

(a) that within 60 days from the date of this commitment

(i) you will have delivered to us an acceptable form of security in the sum of $2,000 to guarantee your performance of the obligations under the lease. (We acknowledge receipt of this security);

(ii) you will have delivered to us $100 administration fees together with the rental payable for the first year of the term in the amount referred to or calculated in the manner set forth below;

4. FORM OF DISPOSITION:

The lease will be in the form of the lease annexed to this commitment and will be prepared by or under the direction of our solicitors.

5. RENT:

The rental payable for the first year of the term shall be $672. Thereafter the rental shall be determined in accordance with the terms set out in the form of lease attached.

6. NO WARRANTY:

Neither this commitment nor the granting of the lease of the Land to you shall constitute a warranty or representation to you that the Land is suitable for its permitted use.

7. APPLICANT'S REPRESENTATION:

In accepting this commitment, you represent and acknowledge to us that

(a) you are a Company duly organized or continued under the laws of British Columbia having Incorporation Number ~~223350~~; 258724

(b) statements contained in your application for the disposition are true;

(c) you have attended to inspect the Land and are fully aware of its condition;

(d) you have knowledge of all municipal and regional by-laws regulating the use and development of the Land.

8. CANCELLATION OF COMMITMENT:

This commitment will be automatically cancelled and be void if the conditions precedent are not met or complied with within the time limited above or you do not execute and deliver a lease in the form of a lease annexed within 60 days after the same is presented to you for execution.

9. NON MERGER:

The provisions of this agreement shall survive the execution and delivery of the lease provided that in the event of any contradiction between such provisions in the terms and conditions of the lease, the latter shall prevail.

10. TIME:

Time is of the essence in this agreement.

11. NON ASSIGNABLE:

This commitment is not assignable or transferable.

12. TIME FOR ACCEPTANCE:

This commitment shall be open for acceptance by your signing a copy of this letter in the space provided and delivering it to us before 12:00 o'clock noon on September 29th, 1983. On actual receipt of your acceptance, this letter shall constitute our commitment to lease the Land to you on the terms and conditions herein contained, subject to sections 5 and 41 of the Land Act.

We trust that the foregoing arrangements are satisfactory to you. If you have any questions, please contact the individual noted above.

Yours very truly,

G.A. Rhoades
Regional Director

AES/cj

ACCEPTANCE File: 0206719

The undersigned represents that they are a Director and Assistant Secretary of Canadian Forest Products Ltd., and on its behalf hereby accepts this commitment on the terms and conditions set forth above, and acknowledges that they has read and fully understands those terms and conditions.

DATED this 5th day of December , 19 83 .

Canadian Forest Products Ltd.

by

Bert Gayle

Richard Frederick Weinman

Province of British Columbia

Ministry of Lands, Parks and Housing

LANDS AND HOUSING
REGIONAL OPERATIONS
LOWER MAINLAND REGION

MEMORANDUM

To: G. A. Rhoades
Regional Director

Date: 83-01-07

Our File: F. 6662, Gp. 1
Your File: 0206719

New Westminster District

Re: Lease Renewal on Lot 6662, Gp. 1, NWD.
Purpose: Log Storage & Booming
Area: 4.249 ha.
West side of Harrison Bay

CANADIAN FOREST PRODUCTS LTD.

Inspection date: December 8, 1982.

The lessee is making diligent use of the area and is kept in a clean and satisfactory condition. Referrals were sent out to Government agencies involved and no objections were received.

Valuation:
Subject area is within Zone 'H'. For this zone the rental fee is $1977./ha.
Area is 4.249 ha.
Lease Value: $1977./ha. x 4.249 ha. = $8400.27 say $8400.00
Indicated rental:
Ten year prepayment x 40% of total lease value
40% of $8400.00 = $3360.00
Annual rental:
8% of $8400.00 = $672./annum.

Recommendations:
We recommend renewal of the foreshore lease over that area outlined in red on the attached sketch for a further period of ten years, at the indicated rental fee of $672./annum. Renewal of the above lease is subject to the following terms and conditions:

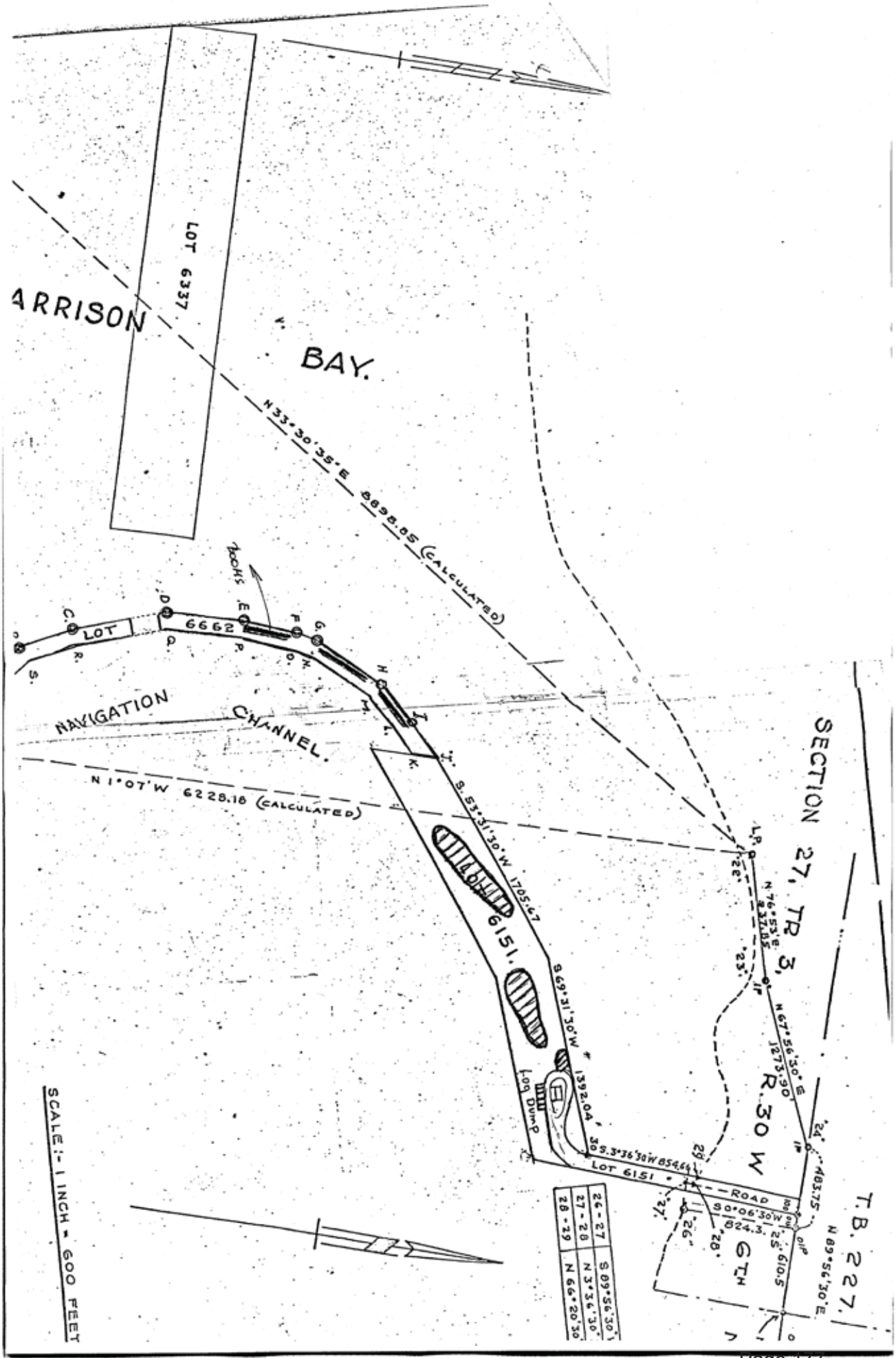
1. Article 2 Sec. 2.01 - 10 year term.
2. Article 3 Sec. 3.01 - Rental fee $672./annum.
3. Article 4 Sec. 4.01 - Insurance - $1,000,000.
   Additional Options:
   (a) All laws, regulations and orders of the Federal Government of Canada.
   (b) Deposition of fill.
   (c) Navigable Waters Protection Act.
4. Article 7 Sec. 7.01 (g) - Removal of improvements.
5. Article 10 Sec.10.01 - Security of $2,000.00 required.

The subject foreshore lease has been surveyed and it has no industrial site.

DO.

F. Csizmadia
Land Inspector.

FC/md


ARRISON
BAY.
LOT 6337
N 33°30'35" E 8898.85 (CALCULATED)
LOT 6662
NAVIGATION CHANNEL.
N 1°07'W 6228.18 (CALCULATED)
S 53°51'30" W 1705.67
6151.
S 69°31'30" W 1392.04'
Log Dump
LOT 6151
ROAD
S 3°36'30" W 854.64'
N 76°53' E 3327.85'
N 67°56'30" E 1273.90'
SECTION 27, TR 3, R. 30 W
T.B. 227.
N 89°56'30" E
S 0°06'30" W 824.3'
6TH
26-27 S 89°56'30" E
27-28 N 3°36'30" E
28-29 N 66°20'30" E
SCALE:- 1 INCH = 600 FEET

C. Arkinstall
0206719

Phone No:387-6921

June 5th, 1978

Canadian Forest Products Ltd.
505 Burrard St. - # 1500
Vancouver, B.C.
V7X 1B5

Dear Sirs:

With reference to your application to lease **Lot 6662, Group 1, New Westminster District**

for **log storage and booming purposes**
I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of **five years**

to date from **January 14, 1978**, the expiry date of the former lease. Annual lease rental will commence from this date, and is payable in advance.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Department of Transport, Canada and subject to cancellation on 90 days notice at the discretion of the Lessor.

The proposed lease will contain the following provisos:

Provided, also, that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of **log storage and booming** for logs of the Lessee.

Provided, also, that upon the Crown lands no longer being used by the Lessee for **log storage and booming** purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease.

~~Occupational rental will be payable for the use of the premises prior to the issuance of the lease from xxxxxx at xxxxxxxxxx per annum.~~

The rental has been established at the rate of $404.00 per annum for the first ~~five years and thereafter subject to review and adjustment of rental at the discretion of the Lessor for each successive year period or at the time of any renewal thereof.~~ Upon receipt of the sum of $434.00 representing first rental and the statutory lease fee of $30.00 and ~~$~~ bonds in the amount of ~~years occupational rental~~ $2000/-, which monies are required to be remitted within 30 days from this date, preparation of the proposed lease will be proceeded with.

In the event a reply is not received within the time allowed, the Department will have no alternative but to reconsider and disallow the application for failure on your part to comply with Departmental requirements.

Yours truly,

H. D. INGALL
for Director of Land Management

CA/ld

cc: Land Commissioner, **New Westminster (87755)**
District Land Manager, **New Westminster (F 6662 Gp.1)**

Dave Preston (Mail Room)

L.B. 104

PLEASE SEE REVERSE SIDE OF THIS LETTER FOR OTHER CONDITIONS

Provided also that the Lessee agrees to keep the Crown lands in a safe, clean and sanitary condition, to the satisfaction of the Lessor at all times during the tenure of this lease and shall upon termination hereof or upon withdrawal of a portion of the Crown lands, effect the removal of such improvements situated thereon as may be directed to be removed by the Minister in writing; provided, however, that the expiry of this indenture and issuance of a new lease to the Lessee for a further term shall not be considered as a termination hereof.

Provided also that this lease is issued and accepted subject to all lawful by-laws, rules and regulations of every Municipality or other authority which in any manner relate to or affect the Crown lands.

Provided also that in order to guarantee compliance with the terms and conditions set forth in the lease you are required to place on deposit with the Minister cash of $2,000.00 or British Columbia Parity Bonds in the amount of $2,000.00. If the deposit is in the form of a registered bond, it shall be accompanied by a Power of Attorney from the owner thereof in favour of the Minister of Finance of the Province of British Columbia and the signature of the Grantor thereunder must be guaranteed, both as to signature and authority to sign, by a Canadian chartered Bank. This Bond would be retained by the Treasury Branch of the Ministry of Finance and any interest accrued would be remitted to the owner of the Bond as it accrues. After inspection by an authorized official of the Lessor has confirmed that you have complied fully with the terms and conditions hereinbefore mentioned, then refund of the deposit shall be made. Failure to comply with such terms and conditions may, in the discretion of the Lessor, result in the cancellation of the lease and forfeiture to the Lessor of the deposit and all other monies paid pursuant to the lease during the tenure thereof.

"Alternately, the Ministry is prepared to accept the Receipt and Agreement Form attached indicating that securities are deposited in the Bank to ensure performance and/or clean up by the Lessee in accordance with the terms and conditions of the lease."

0206719

MINISTRY OF THE ENVIRONMENT

LOG STORAGE AND BOOMING GROUNDS

Fraser River - Yale to Pitt River

DEC 8 1978

MAIL ROOM
VICTORIA, B.C.

APPRAISAL REPORT

Name of Lessee: Canadian Forest Products Ltd.
Legal Description: F/S L.6662, Group 1, N.W.D.
Acreage: 10.5

Request No.: Misc. 1 100854
Victoria File No.: 0206719
District File No.: F.6662, Gp.1

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes. Log storage.	10	0
2. Hazards of the Site		
(a) Wind	5	5
(b) Effect of current or tides (silting or rapid flow)	15	12
3. Period Usable		
(a) 7.24 acres = 69 % area usable 12 mo. = 84 x 69 % = 58		
(b) ___ acres = ___ % area usable 11 mo. = 77 x ___ % = ___		
(c) ___ acres = ___ % area usable 10 mo. = 70 x ___ % = ___		
(d) ___ acres = ___ % area usable 9 mo. = 63 x ___ % = ___		
(e) ___ acres = ___ % area usable 8 mo. = 56 x ___ % = ___		
(f) 3.76 acres = 31 % area usable 7 mo. = 49 x 31 % = 15		
(g) ___ acres = ___ % area usable 6 mo. = 42 x ___ % = ___		
(h) ___ acres = ___ % area usable 5 mo. = 35 x ___ % = ___		
(i) ___ acres = ___ % area usable 4 mo. = 28 x ___ % = ___		
(j) ___ acres = ___ % area usable 3 mo. = 21 x ___ % = ___		
(k) ___ acres = ___ % area usable 2 mo. = 14 x ___ % = ___		
(l) ___ acres = ___ % area usable 1 mo. = 7 x ___ % = ___		
(m) _____ acres unusable		
10.5 = total acres Total Rating - Period Usable	84	73
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance	20	15
(b) Value of lease to the company 1. Availability of alternate sites	10	8
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points (c) Transit 15 points	30	16
3. Amenities and accessibility	5	4
(c) Cost of developing and maintaining	16	16
5. Upland Ownership		
Allow 5 points if upland owned by Crown Allow 0 points if upland privately owned or leased	5	5
TOTAL	~~100~~	~~77~~ 154

77% of $625

Appraised value = $ 481.75 per acre

Total value = $ 481.75 per acre x 10.5 total acreage = $ 5,053.13

Lease Rental at 5% of appraised value is $ 404.00 per annum

Lease Rental per acre per annum is $ 38.50

Remarks: No change from previous report. Renew lease for 5 years at a rent of $404 per annum.

NOTE: This lease was listed on the computer printout to be done by December, 1977. No request was received. It was inspected while doing other work in the area.

Date reported July 18, 1977

Date Inspected July 14, 1977 (by air)

Janet Wallace

SUMMARY SHEET

FILE NO.: 0206719
REQUEST NO.: MISC.
DISTRICT FILE: F.6662, Gp.1
DATE: April 20, 1978

PROPOSED LAND/WATER USE:

AGENCY	Favourable	Unfavourable	Conditional	EXPLANATION
AGRICULTURE				
B.C.F.S. - MANAGEMENT				
- RANGE DIVISION				
ENVIRONMENT CANADA - FISHERIES	X		X	
- WILDLIFE				
HEALTH				
HIGHWAYS				
IMPROVEMENT DISTRICT				
ISLANDS TRUST				
LIVESTOCK ASSOCIATION				
MINES / MINING RECORDER				
MUNICIPALITY / REGIONAL DISTRICT	X		X	SUBJECT TO F. & W. RECOMMENDATIONS
PROVINCIAL ARCHAEOLOGIST				
RECREATION & CON. - FISH & WILDLIFE	X			NO OBJECTIONS.
- MARINE RESOURCES				
- PARKS				
WATER RESOURCES - WATER RIGHTS				
- POLLUTION CONTROL				
OTHER INPUT / CONFLICTS				

UNRESOLVED CONFLICTS AND RECOMMENDATIONS (use reverse side if required)

MINIMAL CONFLICTS WITH FISHERIES RESOURCE. THE FEDERAL FISHERIES DEPT. ARE PRESENTLY CONDUCTING A STUDY OF THE EFFECTS OF LOGGING ACTIVITIES ON THE HARRISON SYSTEM. THE LAND MANAGEMENT BR. HAS NOT ASKED TO PARTICIPATE AND DO NOT HAVE ANY FURTHER INFORMATION. FEDERAL FISHERIES COMMENT WILL BE CONSIDERED AT SUCH TIME AS THEY PROVIDE US WITH INFORMATION PROVING A PROBLEM IN THE FRASER SYSTEM.

DISTRICT OFFICE

ADJUDICATION OFFICER*

REGIONAL OFFICE

*Not to be adjudicated if there are any conflicts. Refer to Assistant Director of Land Management for resolution of conflicts.

LAND MANAGEMENT BRANCH
REGIONAL LAND OFFICE
4240 MANOR STREET
McLAREN CENTRE
BURNABY, B.C.
V5G 1B2

DEPARTMENT OF ENVIRONMENT

438-5344 - local 249
April 20, 1978

OUR FILE F.6662, Gp.1

YOUR FILE

Canadian Forest Products Ltd.
1500 - 505 Burrard Street
VANCOUVER, B. C.

Dear Sir,

Re: Foreshore Lot 6662, Group 1, N.W.D.
Harrison River - log storage lease.

During a routine field inspection of this log storage lease, it was found that the booms were extending beyond the lease boundaries. They appeared to be interfering with the navigable channel of Harrison River.

Will you please ensure that in the future, adequate measures are taken to ensure that the log rafts remain within the lease boundaries at all times. Your cooperation in this matter is appreciated.

Yours truly,

Don R. Hehn
Regional Land Manager
i/c Lower Mainland Region

JJ/tc

c.c. Director of Land Management - 0206719.

This Indenture, made the 14th

day of January, A.D. 1978, BETWEEN Her Majesty the Queen (hereinafter called the "Lessor," represented herein by her Minister of the Environment for the Province of British Columbia, hereinafter called the "Minister"), of the one part, AND

Canadian Forest Products Ltd.

(hereinafter called the "Lessee"), of the other part.

WITNESSETH that the Lessor, under and by virtue of all powers thereto enabling, doth hereby lease unto the Lessee ALL that tract or parcel of foreshore and (or) land covered by water described as:

Lot 6662, Group 1, New Westminster District

(hereinafter referred to as the "Crown lands"), and more particularly shown on the map or plan hereunto annexed and thereon outlined in red, containing in the aggregate—4.249—hectares~~XXXXX~~, more or less, with the appurtenances thereto, save and except all such lands as may, under the provisions and conditions of these presents, be and become hereafter withdrawn from the operation thereof. The Lessor may make a reduction of rent proportionate to any reduction of area made in accordance with the terms of this paragraph.

TO HOLD the Crown lands unto the Lessee for log storage and booming purposes for the term of ——— 5 (five) ——— years from the date hereof,

determinable, nevertheless, as hereinafter provided.

A notice, signed by the Director of Land Management, of a renewal of the term shall be conclusive evidence of the renewal and shall be deemed to be incorporated in this Indenture.

YIELDING and paying therefor unto the Lessor, in advance, yearly and every year, the rent of —$404.00— per annum for the first five years, ~~and thereafter the rent shall be subject to review and adjustment at the discretion of the Lessor for each successive five year period~~, and that payable on or before the 14th day of January in each year at the office of the Minister at the City of Victoria, whether demanded or not.

A notice, signed by the Director of Land Management, of an adjustment of rental shall be conclusive evidence of the adjustment of the rental and shall be deemed to be incorporated in this Indenture.

AND THE LESSEE HEREBY COVENANTS WITH THE LESSOR, HER SUCCESSORS AND ASSIGNS.

To pay rent at the times and in the manner aforesaid:

To enter forthwith upon the Crown lands and make reasonable and diligent use of the same during the term hereof for the purposes aforesaid only:

To pay all taxes, rates, duties, and assessments whatsoever now charged or hereafter to be charged upon the Crown lands or any part thereof; upon the rent or any part thereof; or upon the Lessor, her successors and assigns, in respect thereof:

To observe all and singular the provisions of the land laws for the time being of the Province:

To not assign or sublet this lease or the privileges and rights hereby conferred, or any part thereof, without the written consent of the Minister, the consent to be subject to such terms and conditions as the Minister may determine:

PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this Indenture, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister or his duly authorized representative:

PROVIDED also that in case of neglect or default of the Lessee to duly and regularly pay the rent and observe any covenant, condition, or stipulation contained or referred to in this Indenture, it shall be lawful for the Lessor, upon notice in writing mailed by prepaid registered post, addressed to the Lessee at his last-known place of residence, or its registered office or chief place of business in the Province, or by a like notice posted in a conspicuous place on the Crown lands, to forfeit absolutely all or any portions of the Crown lands as specified in the notice, and all of the rights and privileges hereby conferred shall at once (as to the part or parts so specified only) be absolutely void and of no effect without any actual re-entry on the part of the Lessor, or other proceeding whatever:

PROVIDED also that any notice, demand, notice of cancellation, or default, or other communication otherwise affecting the tenancy hereunder which the Lessor may require or desire to give or serve upon the Lessee, may be legally given and served by the Minister, the Deputy Minister of the Environment, or other officer acting in their behalf if mailed or posted in the manner hereinbefore provided:

PROVIDED also that in the construction of this Indenture rent not paid in advance shall be deemed to be rent in arrears, and carry with it all the incidents and remedies attaching by law to rent in arrears:

PROVIDED also that any assignment by operation of any law of bankruptcy or insolvency or any assignment for the benefit of creditors of the Lessee of the premises and privileges hereby conferred shall of itself be a forfeiture of the premises and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the provisions herein contained:

PROVIDED also that the Crown lands shall be subject to all rights of free miners under the mining laws of the Province for the time being, and to the laws of the Province in force from time to time with respect to the acquisition of minerals, precious and base, including phosphate, coal, petroleum, and any gas or gases:

PROVIDED also that if, upon the expiration of the term hereof, the Minister decides to re-lease the Crown lands, or any portion thereof, and the Lessee has duly and regularly paid the rent and observed all the covenants, conditions, and stipulations herein contained, the Lessee shall have prior right to a lease of the Crown lands, or portion thereof:

PROVIDED also that on the expiration or sooner determination of this Indenture or upon the withdrawal of a portion of the Crown lands, the Lessee may, within thirty days thereafter, with the written consent of the Minister, remove any buildings or other structures which have been placed on the Crown lands by the Lessee:

PROVIDED also, during the term hereof, the Lessee shall not deposit upon the Crown lands, or any part thereof, any earth or other material for the purpose of reclaiming, filling in, or raising the level of any portion of the Crown lands without the consent in writing of the Minister, and then only in accordance with such terms, conditions, and regulations as the Minister may make:

PROVIDED also that upon the expiration or sooner determination of this Indenture, the Lessee, if required by the Minister, shall, at the Lessee's expense and to the satisfaction of the Minister, forthwith remove or cause to be removed from the Crown lands any structures or other materials which have been erected, placed, or otherwise deposited thereon by the Lessee during the term hereof:

PROVIDED also that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of **log storage and booming** for logs of the Lessee

PROVIDED also that upon the Crown lands no longer being used by the Lessee for **log storage and booming** purposes as aforesaid,

the same shall forthwith *ipso facto* determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease:

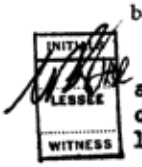
PROVIDED also that if this Indenture has been secured by misrepresentation as to any material facts, it may be summarily cancelled by the Lessor in the manner hereinbefore provided:

PROVIDED also that, notwithstanding the rights and privileges of the Lessee herein contained, the Lessor reserves the right to grant rights-of-way across, through, under, or over any portions of the Crown lands for any purpose whatsoever on the condition, however, that the rights-of-way so granted shall not unreasonably interfere with the rights granted by this

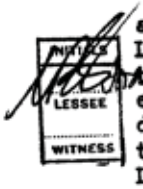
Indenture or with the Lessee's improvements on the Crown lands, and in the event that the Lessee's rights and improvements are interfered with, compensation shall be set at the sole discretion of the Minister, and his decision as to compensation shall be final:

PROVIDED also that this Indenture is issued and accepted subject to cancellation on ninety days' notice at the discretion of the Lessor.

PROVIDED also that this Indenture is subject to the *Navigable Waters Protection Act*, being chapter N-19, *Revised Statutes of Canada, 1970*, and amendments.



PROVIDED also that this lease is issued and accepted subject to all lawful by-laws, rules and regulations of every Municipality or other authority which in any manner relate to or affect the Crown lands.



PROVIDED also that the Lessee agrees to keep the Crown lands in a safe, clean and sanitary condition, to the satisfaction of the Lessor, at all times during the tenure of this lease and shall upon termination hereof or upon withdrawal of a portion of the Crown lands, effect the removal of such improvements situated thereon as may be directed to be removed by the Minister in writing; provided, however, that the expiry of this indenture and issuance of a new lease to the Lessee for a further term shall not be considered as a termination hereof.



PROVIDED also that the Lessee agrees that the deposit of $2,000.00 in the form of cash and/or bond or bonds which has been deposited with or transferred to the Lessor as a requirement prior to issuance of or assignment of this indenture may be used in whole or in part by the Lessor for the purpose of rectifying any breach of a covenant under this lease or for removal of improvements from or the cleaning-up of the Crown lands upon termination of this lease, if such acts are not done by the Lessee.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors, and assigns of the parties hereto and each of them (where the context or the parties so require).

IN WITNESS WHEREOF, the Director of Land Management and the Lessee have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered in the presence of—

Witness to the signature of the Director of Land Management

Director of Land Management

Witness to Lessee's signature

CANADIAN FOREST PRODUCTS LTD.
Director
Lessee

~~*Witness to Lessee's signature*~~

~~*Lessee*~~

NOTE—If Lessee is a copartnership, the instrument must be signed and sealed by each member of the partnership. If Lessee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signature of these officials.

3447

LEASE
No.

Date January 14, 1978

MINISTER OF THE ENVIRONMENT

TO

Canadian Forest Products Ltd.

For log storage and booming

.....purposes.

Term 5 (five) years.

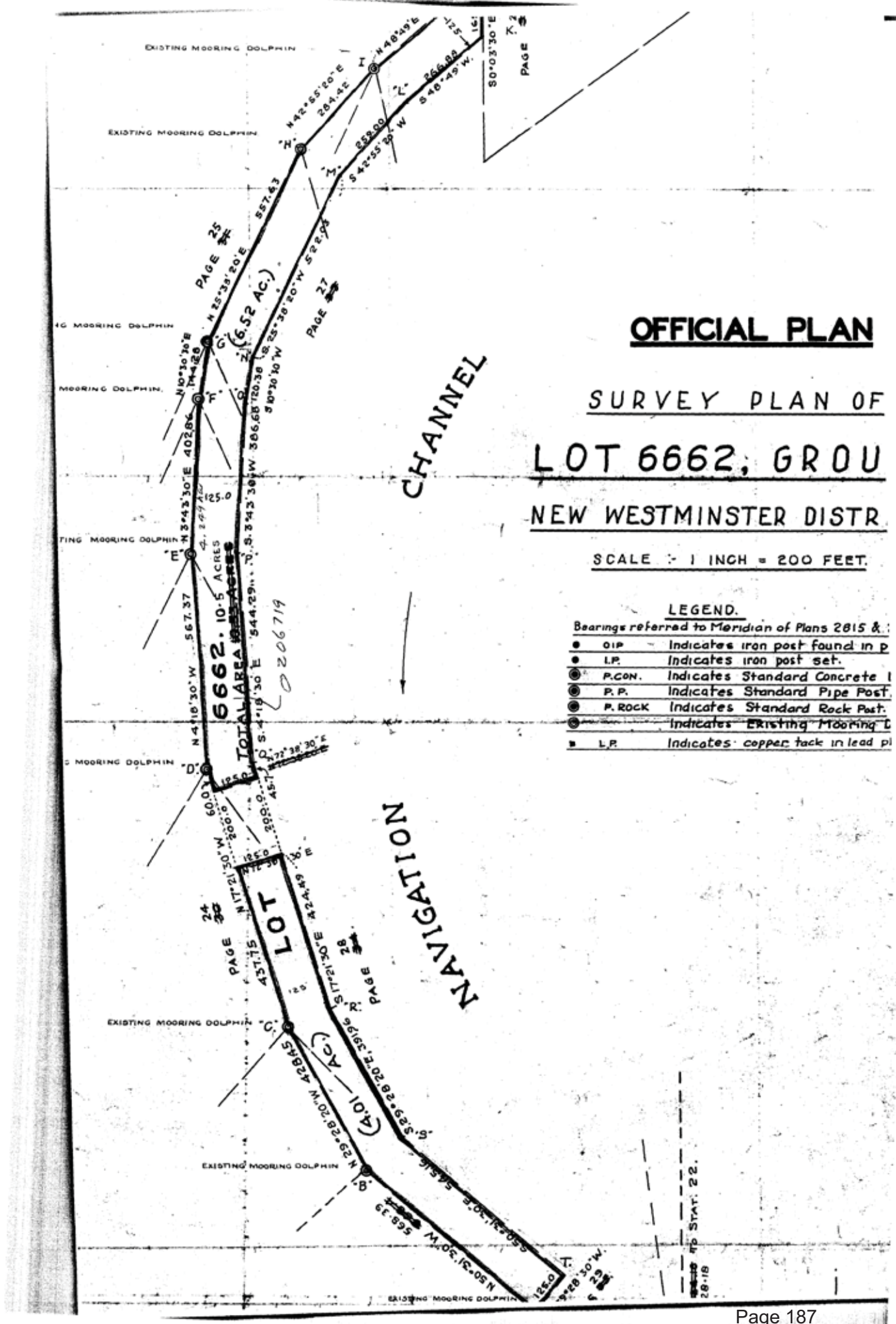
Rental, $ 404.00 per annum.

File No. 0206719

BOOMING

L.B. 2—1M-1177-4237

Page 186
FNR-11-00043


OFFICIAL PLAN
SURVEY PLAN OF
LOT 6662, GROU
NEW WESTMINSTER DISTR
SCALE :- 1 INCH = 200 FEET.
LEGEND.
Bearings referred to Meridian of Plans 2815 &
O.I.P. Indicates iron post found in p
I.P. Indicates iron post set.
P.CON. Indicates Standard Concrete
P.P. Indicates Standard Pipe Post.
P. ROCK Indicates Standard Rock Post.
Indicates Existing Mooring
L.P. Indicates copper tack in lead p
CHANNEL
NAVIGATION
LOT
6662. 10·5 ACRES
TOTAL AREA
(6.52 AC.)
(4.01 AC.)
EXISTING MOORING DOLPHIN
PAGE 25
PAGE 27
PAGE 24
PAGE 28
PAGE 22
PAGE 23
N 25°35'20" E 557.43
N 10°30'30" E 402.86
N 3°43'30" E 125.0
N 4°18'30" W 567.37
S 3°43'30" W 306.68
S 10°30'30" W 522.93
S 25°38'20" W 720.38
S 4°18'30" E 544.29
N 17°21'30" W 437.15
S 17°12'30" E 424.49
S 29°28'20" E 391.96
S 45°31'30" E 568.39
N 45°31'30" W 568.39
S 42°55'20" W 284.42
S 48°49'W 656.88
N 48°49'E
S 0°03'30" E
N 77°38'30" E
S 77°38'30" W
20.18
20.18

0 21 39 81

Vol 1

1990 Kent Street,
Vancouver 15, B. C.

Dear Sirs:

Enclosed herewith is lease No. 16987
covering Lot 6714, Group 1, New Westminster District,

issued in the name of your Company
dated July 1st, 1967 containing 5.14 acres
and issued for a period of two years, for
log booming and storage

purposes, at the rental of $ 95.00 per annum, duly
executed by the Deputy Minister of Lands, together with General Receipt
No. 84526 Y for $ 195.00 being lease fee and 2 years'
rental in this connection to July 1st, 1969.

Yours truly,

W. R. [illegible],
Director of Lands.

NF:bl
encl.

c.c. Land Commissioner, New Westminster (2036)
Land Inspector, New Westminster (49253)
Provincial Assessor, New Westminster
Mr. E. Slaght, District Marine Agent, Box 1180, Victoria, B. C.

L.B. 34

00189

RIVTOW STRAITS LIMITED
REMITTANCE ADVICE

1141510

INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT
232079MAY-0218181	100.00	232395INT-0196569	1.47	232640INT-019105	4.55
233030INT-0268468	122.67	233071MAY-0255243	900.00	233312MAY-0074359	18,676.00
TOTAL		19,804.69			

MINISTRY OF FORESTS & LANDS
LANDS DIVISION

RECEIVED
JUN - 1 1988

JUN 1 1988

#210-4240 MANOR STREET
BURNABY B.C. V5G 1B2

COMP ENT'D JUN 8 1988

$ 100.00

BY JB

Province of
British Columbia

Ministry of Lands,
Parks and Housing

Lands and Housing
Regional Operations
Lower Mainland Region
McLaren Centre
4240 Manor Street
Burnaby, B.C.
V5G 1B2
Telephone: 438-5344

438-5344 local 313
Attention: Rod Marining
Your File: B-09
Our file: 0213981
Date: 84-10-09

Rivtow Straits Limited
P.O. Box 8960
Vancouver, B.C.
V6B 4E2

Attention: P. Weber

Dear Ms. Weber:

Enclosed herewith is lease No. 232079 covering
Block A of Lot 6714, Group 1, New Westminster District

issued in the name of Rivtow Straits Limited
dated June 30, 1984 containing .3630 hectares
and issued for a period of five years, for
log storing and booming purposes,
at the rental of $ 100.00 per annum, duly executed on behalf
of the Regional Director.

Yours truly,

Rod Marining
for Manager,
Land Administration

ENTD
MAP
CLIS 84-10-09

ENTERED OCT 1 2 1984

RM/ df

Encl.

cc: Senior Land Officer, New Westminster (F.6714, "A" Gp.1)
B.C. Assessment Authority, Chilliwack (92H/4ef)
Survey & Land Records, Victoria
Regional District/~~Municipality~~ Fraser Cheam

L.34 (2)

RIVTOW STRAITS LIMITED
REMITTANCE ADVICE

INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT
4353	200.00				
TOTAL			200.00		
Lease Fee	July 1/84 -	Jun 30/85	100.00		
Documentation Fee			100.00		
	RSL B09				

SEP 25 1984

Province of British Columbia

Ministry of Lands, Parks and Housing
LANDS AND HOUSING
REGIONAL OPERATIONS
LOWER MAINLAND REGION

MEMORANDUM

G. A. Rhoades
Regional Director

HFD1

A

Date: 84-06-11
Our File: F. 6714 'A' Gp.1
Your File: 0213981

Re: Rental Adjustment
Blk. A of Lot 6714, Gp. 1, N.W.D.
Nr. Junction of Harrison and Fraser Rivers.

RIVTOW STRAITS LTD.

This report is written from data on file.

According to the previous report dated 84-02-14, the rental for log storage and booming was based on the unit value for Zone G (i.e., $4201./ha.). We note that the subject area lies east of Zone G and therefore the previous rental of $122./annum is incorrect.

The following therefore is the adjusted rental, based on the unit value for Zone H (i.e., $1977./ha.).

Amended rental:

(1) Lease Value
$1977./ha. x .3630 ha. = $718.00

(2) Rental
$718. x 8% = $57.40 say $57.00

The amended rental was recently reviewed and discussed with the Manager of Land Administration. It was jointly agreed that a minimal rental of say $100.00 should apply.

Recommendation:

With reference to the previous report dated 84-02-14, we recommend that the rental be amended to $100.00 per annum.

Note: In cases where the calculated rental is less than $100.00 per annum, it has been our practice to charge a minimum of $100.00.

Richard A. Webber

R. Webber
Land Officer

RW/md

OK BTL 84/06/12

Province of
British Columbia

Ministry of Lands,
Parks and Housing

McLaren Centre
4240 Manor Street
Burnaby
British Columbia
V5G 1B2

Reply attention of:
R.F. Gilmour
Manager, Land Administration

Our File: 0213981
Your File: B-09
Date: 84-04-09

RivTow Straits Limited
P.O. Box 8960
Vancouver, B.C.
V6B 4E2

Attention: Ruth Ann Riley

Dear Madam:

Re: Application for a lease of the land shown outlined in red on the annexed sketch (the "Land")

We are pleased to advise you that we have approved your application for a disposition of the Land under the Land Act on the terms and conditions set forth below.

1. TENURE: The disposition of the Land to you will be by way of lease, in our form, for a term of 5 years, on the terms and conditions set forth below. The commencement date of the term will be established in accordance with section 39 of the Land Act.

2. PERMITTED USE:

The use of the Land will be restricted to the uses permitted in the form of lease annexed to this commitment.

3. CONDITIONS PRECEDENT:

Our obligation to make the disposition to you under this commitment is subject to the following conditions, namely

(a) that within 60 days from the date of this commitment

(i) you will have delivered to us an acceptable form of security in the sum of $1,000 to guarantee your performance of the obligations under the lease; ✓

ENTERED APR 13 1984

June 8

(ii) you will have delivered to us $100 administration fees together with the paid rental payable for the first year of the term in the amount referred to or calculated in the manner set forth below;

4. FORM OF DISPOSITION:

The lease will be in the form of the lease annexed to this commitment and will be prepared by or under the direction of our solicitors.

5. RENT: $100.

The rental payable for the first year of the term shall be ~~$122~~. Thereafter the rental shall be determined in accordance with the terms set out in the form of lease attached.

6. NO WARRANTY:

Neither this commitment nor the granting of the lease of the Land to you shall constitute a warranty or representation to you that the Land is suitable for its permitted use.

7. APPLICANT'S REPRESENTATION:

In accepting this commitment, you represent and acknowledge to us that

(a) you are a Company duly organized or continued under the laws of British Columbia having Incorporation Number 133778;

(b) statements contained in your application for the disposition are true;

(c) you have attended to inspect the Land and are fully aware of its condition;

(d) you have knowledge of all municipal and regional by-laws regulating the use and development of the Land.

8. CANCELLATION OF COMMITMENT:

This commitment will be automatically cancelled and be void if the conditions precedent are not met or complied with within the time limited above or you do not execute and deliver a lease in the form of a lease annexed within 60 days after the same is presented to you for execution.

9. NON MERGER:

The provisions of this agreement shall survive the execution and delivery of the lease provided that in the event of any contradiction between such provisions in the terms and conditions of the lease, the latter shall prevail.

10. TIME:

Time is of the essence in this agreement.

11. NON ASSIGNABLE:

This commitment is not assignable or transferable.

12. TIME FOR ACCEPTANCE:

This commitment shall be open for acceptance by your signing a copy of this letter in the space provided and delivering it to us before 12:00 o'clock noon on June 11th, 1984. On actual receipt of your acceptance, this letter shall constitute our commitment to lease the Land to you on the terms and conditions herein contained, subject to sections 5 and 41 of the Land Act.

We trust that the foregoing arrangements are satisfactory to you. If you have any questions, please contact the individual noted above.

Yours very truly,

G.A. Rhoades
Regional Director

AES/cj

ACCEPTANCE File: 0213981

The undersigned represents that he is a Vice-President of Administration of RivTow Straits Limited, and on its behalf hereby accepts this commitment on the terms and conditions set forth above, and acknowledges that he has read and fully understands those terms and conditions.

DATED this_____ day of_____ , 19 ___.

RivTow Straits Limited

by

_____

Alexander Ian Mair

SCOWLITZ INDIAN BAND

Box
Lake Errock, B.C. V0M 1N0
826-5813

January 11th, 1984.
File B-09(a)

Riv Tow Straits Ltd.
Real Estate Division,
2724 S.E. Marine Drive,
Vancouver, B.C.
V5S 2H1

ATTENTION: RUTH A. RILEY

RE: Permit renewal for Riv Tow Strs. Ltd.

At a Band Council Meeting, it was decided to extend the permit for a five year period from July 1st, 1984 to June 30th, 1989.

The rate of $1,942.00 to stand for 1984/85, but a 5% increase each year after, therefore 1985/86 -$2,039.00 and 1986/87 - $2,141.00 and 1987/88 - $2246.00 and 1988/89 - $2,358.00.

We would also like to mention that at times the booms have interfered with landing of Band members boats, as some of the booms over extend the 1,795 ft. boundry on Reserve # 1.

So, in the future, it should be stated to the skippers of the boats to acknowledge this fact. We are a new Council, so we would like to have a photocopy of the map showing where the tie up grounds start and end on both Reserves.

I hope that that this will be satisfactory.

Thank You Kindly,

John Pennier

JOHN PENNIER
CHIEF FOR SCOWLITZ RESERVE

LANDS AND HOUSING
REGIONAL OPERATIONS DIVISION
JAN 24 1984
420 MAIN STREET
BURNABY, B.C. V5B 1R2

cc J. Bowles.

Province of
British Columbia

Ministry of Lands,
Parks and Housing

Lands and Housing
Regional Operations
Lower Mainland Region
McLaren Centre
4240 Manor Street
Burnaby, B.C.
V5G 1B2

438-5344 local 313
Attention: Rod Marining

Our File: 0213981
Date: 83-03-14

Rivtow Straits Ltd.
P.O. Box 8960
Vancouver, B.C.
V6B 4E2

Dear Sir:

Enclosed herewith is lease No. 231495 covering Block A of Lot 6714, Group 1, New Westminster District issued in the name of Rivtow Straits Limited dated July 1, 1979 containing .3630 hectares and issued for a period of four years ~~XXX~~ & 364 days storing and booming purposes, at the rental of $ 343.00 for the term duly executed on behalf of the Regional Director.

Yours truly,

for Manager,
Land Administration

RM/df

Encl.

cc: District Land Manager, New Westminster (F.6714, Gp.1)
-B.C. Assessment Authority, ~~Dewdney-Alouette~~ (92H/4e) Chilliwack
Director of Land Records, Victoria

L.34(1)

ENTERED MAR 15 1983

Province of British Columbia

Ministry of Lands, Parks and Housing

LANDS AND HOUSING
REGIONAL OPERATIONS
LOWER MAINLAND REGION

MEMORANDUM

ALES

G. A. Rhoades
Regional Director

Date: 82-08-12

Our File: L. 6714, Gp. 1
Your File: 0213981

New Westminster District

Re: File Update

Log Booming and Storage
F. 6714, Gp. 1, NWD.
Harrison River

RIVTOW STRAITS LIMITED

This report is written from data on file.

Reference is made to the previous report of 82/01/08 and the attached memo of January 13, 1982, respecting request for survey and corresponding amended plan. As indicated by the attached plan, the amended lease area is shown to be 0.3630 ha. and not .697 ha. as indicated earlier.

Therefore, in view of the above change in the leasehold area, the corresponding amended rental is as follows:

Lease Value = Zone Rate x Lease Area.

$4201. per ha. x 0.3630 ha.

= $1,524.96

Indicated Rental

5 year prepayment x 25% of total lease value.

= $381.24 say $381.00

Annual Rental

8% x $1,524.96 = $121.99 say $122.00 per annum.

Recommendation

Recommend that a lease be granted over that area outlined in red on the attached sketch for a period of five years (5), at the indicated amended rental of $122.00 per annum.

Issuance of said lease subject to those terms and conditions outlined in the previous report of June 26, 1982.

Richard A. Webber

R. Webber
Land Manager

RW/md

agree
42/09/06

Province of
British Columbia

Ministry of Lands,
Parks and Housing

Lands and Housing
Regional Operations
Lower Mainland Region
McLaren Centre
4240 Manor Street
Burnaby, B.C.
V5G 1B2

Re attention of:
R.r. Gilmour,
Manager, Land Administration

Our File: 0213981
Your File: B-09
Date: 82-05-28

Rivtow Straits Limited
P.O. Box 8960
Vancouver, British Columbia
V6B 4E2

ATTENTION: Mrs. Ruth Ann Riley

Dear Madam:

Re: Application for a lease of the land
shown outlined in red on the annexed sketch (the "Land")

We are pleased to advise you that we have approved your application for a disposition of the Land under the Land Act on the terms and conditions set forth below.

1. TENURE: The disposition of the Land to you will be by way of Lease, in our form, for a term of 4 years and 364 days, on the terms and conditions set forth below. The commencement date of the term will be established in accordance with Section 39 of the Land Act.

2. PERMITTED USE:

The use of the Land will be restricted to the uses permitted in the form of Lease annexed to this commitment.

3. CONDITIONS PRECEDENT:

Our obligation to make the disposition to you under this commitment is subject to the following conditions, namely that within 30 days from the date of this commitment

(a) you will have delivered to us an acceptable form of security in the sum of $1,000 to guarantee your performance of the obligations under the Lease. (We acknowledge receipt of this security).

(b) you will have delivered to us $100 administration fees together with the prepaid rental referred to or calculated in the manner set forth below.

4. FORM OF DISPOSITION:

The Lease will be in the form of the Lease annexed to this commitment and will be prepared by or under the direction of our solicitors.

5. RENT:

The rental payable for the term shall be ~~$732.~~ 313.00

6. NO WARRANTY:

Neither this commitment nor the granting of the Lease of the Land to you shall constitute a warranty or representation to you that the Land is suitable for its permitted use.

7. APPLICANT'S REPRESENTATION:

In accepting this commitment, you represent and acknowledge to us that

(a) you are a Company duly organized or continued under the laws of British Columbia having Incorporation Number 133778;

(b) statements contained in your application for the disposition are true;

(c) you have attended to inspect the Land and are fully aware of its condition;

(d) you have knowledge of all municipal and regional by-laws regulating the use and development of the Land.

8. CANCELLATION OF COMMITMENT:

This commitment will be automatically cancelled and be void if the conditions precedent are not met or complied with within the time limited above or you do not execute and deliver a Lease in the form of a Lease annexed within 60 days after the same is presented to you for execution.

9. NON MERGER:

The provisions of this agreement shall survive the execution and delivery of the lease provided that in the event of any contradiction between such provisions in the terms and conditions of the lease, the latter shall prevail.

10. TIME:

Time is of the essence in this agreement.

11. NON ASSIGNABLE:

This agreement or any interests resulting from this agreement shall not be assignable or transferrable by you in any manner whatsoever.

12. TIME FOR ACCEPTANCE:

This commitment shall be open for acceptance by you by signing a copy of this letter in the space provided and delivering it to use before 12:00 o'clock noon on July 28, 1982. On actual receipt of your acceptance, this letter shall constitute our commitment to lease the Land to you on the terms and conditions herein contained, subject to sections 5 and 41 of the Land Act.

We trust that the foregoing arrangements are satisfactory to you. If you have any questions, please contact the individual noted above.

Yours very truly,

G.A. Rhoades
Regional Director

AES/cw

ACCEPTANCE File: 0213981

The undersigned represents that he is Vice-President of RIVTOW STRAITS LIMITED, and on its behalf hereby accepts this commitment on the terms and conditions set forth above,**and acknowledges that he has read and fully understands those terms and conditions.

DATED this 7 day of July, 1982.

RIVTOW STRAITS LIMITED

by

Alexander Ian Mair
Vice-President, Administration

**, subject to amendment of prepaid rental for the term to $343.00,

Province of British Columbia

Ministry of Lands, Parks and Housing
LANDS AND HOUSING
REGIONAL OPERATIONS
LOWER MAINLAND REGION

MEMORANDUM

To: G. A. Rhoades
Regional Director
Lower Mainland Region

Date: 82-01-08
Our File: F6714, Gp. 1
Reg. file: 0213981

Re: Lease Amendment -
Log booming & storage
F6714, Gp. 1. N.W.W.
Harrison River
RivTow Straits Ltd.

New Westminster District

This report is written from data on file.

Consistent with the attached letter of December 3, 1981, The lessee has requested that the original leasehold area be reduced to an area of 1,000 feet long by 75 feet wide, as outlined in red on the attached sketch.

Valuation:

Reference is made to the previous report of June 26, 1981, former lease value was:

$1,700/acre X 5.14 acres = $8,738. or
$4,201/ha X 2.189 ha = $8,738

Area to be reduced to 1000' X 75' = 75,000 sq. ft. = 1.72 ac
= .697 ha

Therefore amended lease value calculated as follows:

$4,201/ha X .697 ha = $2,928.09, say $2,928.00

Indicated Rental:

5 year prepayment X 25% of total lease value
- $2,928 X 25% = $732.00

Annual Rental:

- 8% X $2,928 = $234.24, say $234.00 per annum

Note: Upland owner's consent granted from July 1979 to July 30, 1984, hence 5 year rental.

Recommendation: Recommend that original leasehold area be reduced to an area of 1,000 feet long by 75 feet wide (ie: 697 ha) are shown outlined in red on the attached sketch, an indicated five year prepaid rental of $732. Commencement date and all terms and conditions as outlined by the previous report of June 26, 1981, to be complied with.

Richard A. Webber

RW:mp

Richard Webber
Land Officer

Note:

Said lease amendment subject to re-survey of the area at the lessees expense.

Province of British Columbia

Ministry of Lands, Parks and Housing

Lands and Housing
Regional Operations
Lower Mainland Region
McLaren Centre
4240 Manor Street
Burnaby, B.C.
V5G 1B2

Reply attention of:
R.F. Gilmour,
Manager, Land Administration

Our File: 0213981
Your File: B-09
Date: 81-09-24

RivTow Straits Limited
P.O. Box 8960
Vancouver, British Columbia
V6B 4E2

ATTENTION: Mrs. Ruth Ann Riley

Dear Madam:

Re: Application for a lease of the land shown outlined in red on the annexed sketch (the "Land")

We are pleased to advise you that we have approved your application for a disposition of the Land under the Land Act on the terms and conditions set forth below.

1. TENURE: The disposition of the Land to you will be by way of Lease, in our form, for a term of 4 years and 364 days, on the terms and conditions set forth below. The commencement date of the term will be established in accordance with Section 39 of the Land Act.

2. PERMITTED USE:

The use of the Land will be restricted to the uses permitted in the form of Lease annexed to this commitment.

3. CONDITIONS PRECEDENT:

Our obligation to make the disposition to you under this commitment is subject to the following conditions, namely that within 30 days from the date of this commitment

(a) you will have delivered to us an acceptable form of security in the sum of $1,000 to guarantee your performance of the obligations under the Lease; (We acknowledge receipt of this security).

Ruth-Ann Will be Amending boundaries 81/10/1

(b) you will have delivered to us $100 administration fees together with the prepaid rental referred to or calculated in the manner set forth below.

4. FORM OF DISPOSITION:

The Lease will be in the form of the Lease annexed to this commitment and will be prepared by or under the direction of our solicitors.

5. RENT:

The rental payable for the term shall be ~~$2,185.~~ $732.

6. NO WARRANTY:

Neither this commitment nor the granting of the Lease of the Land to you shall constitute a warranty or representation to you that the Land is suitable for its permitted use.

7. APPLICANT'S REPRESENTATION:

In accepting this commitment, you represent and acknowledge to us that

(a) you are a Company duly organized or continued under the laws of British Columbia having Incorporation Number 133778;

(b) statements contained in your application for the disposition are true;

(c) you have attended to inspect the Land and are fully aware of its condition;

(d) you have knowledge of all municipal and regional by-laws regulating the use and development of the Land.

8. CANCELLATION OF COMMITMENT:

This commitment will be automatically cancelled and be void if the conditions precedent are not met or complied with within the time limited above or you do not execute and deliver a Lease in the form of a Lease annexed within 60 days after the same is presented to you for execution.

9. NON MERGER:

The provisions of this agreement shall survive the execution and delivery of the lease provided that in the event of any contradiction between such provisions in the terms and conditions of the lease, the latter shall prevail.

10. TIME:

Time is of the essence in this agreement.

11. NON ASSIGNABLE:

This agreement or any interests resulting from this agreement shall not be assignable or transferrable by you in any manner whatsoever.

12. TIME FOR ACCEPTANCE:

This commitment shall be open for acceptance by you by signing a copy of this letter in the space provided and delivering it to use before 12:00 o'clock noon on ~~October 26, 1981~~. On actual receipt of your acceptance, this letter shall constitute our commitment to lease the Land to you on the terms and conditions herein contained, subject to sections 5 and 41 of the Land Act.

We trust that the foregoing arrangements are satisfactory to you. If you have any questions, please contact the individual noted above.

Yours very truly,

G.A. Rhoades
Regional Director

AES/mc

ACCEPTANCE File: 0213981

The undersigned represents that he is a Vice-President, of Administration of RIVTOW STRAITS LIMITED, and on its behalf hereby accepts this commitment on the terms and conditions set forth above, and acknowledges that he has read and fully understands those terms and conditions.

DATED this_____ day of_____ , 19 ___.

RIVTOW STRAITS LIMITED

by

~~Cecil Cosulich, President~~
Alexander Jon Mair
Vice-President, Administration

Province of British Columbia

Ministry of Lands, Parks and Housing

LANDS AND HOUSING
REGIONAL OPERATIONS
LOWER MAINLAND REGION

MEMORANDUM

B4

To: G. A. Rhoades
Regional Director
Lower Mainland Region

Date: 81-06-26

Our File: F6714, Gp. 1
Reg. file: 0213981
Request: 02790635

New Westminster District

Re: Expiry/Renewal, Log Booming & Storage
F6714, G.p 1, N.W.D.
Harrison River
RivTow Straits Limited

This report is written from data on file.

Subject area aerially inspected May 21, 1981.

Reference is made to the attached letter of September 20, 1979. According to information on file, the upland owner's consent has not been received by this office. However, it is our understanding that said letter if forthcomming.

Valuation:

Lease Value - Zone Rate X Total Lease area

$1,700/acr X 5.14 acres = $8,738.00

Indicated Rental

- 10 year prepayment X 40% of total lease value.
= 40% X 8,738.00 = $3,495.20 Say $3,495.00

- 4 yrs @ 20% of 8738 = $1748. as per JB.

Annual Rental

- 8% X 8,738.00 = $699.04 Say $699.00 per annum.

Recommendation: - 5 yrs at 25% of $8738. = 2185. JR

Recommend that a foreshore lease be granted over the area outlined in red on the attached sketch, for a period of ten years commencing July 1, 1979 at an indicated prepaid rental of $3,495.00.

Said lease subject to the following terms and conditions.

1. Grant of Lease - Article I, Sec. 1.01, Option No. 7
2. Term - Article II, Sec. 2.01, Option No. 1
3. Rent - Article III, Sec. 3.01, Option No. 1
4. Covenants of the Lessee
   - Article IV, Sec. 4.01, Option No. 4 (h)
   Option No. 1 (g)
   Option No. 1 (s)
5. Security - $1000.

Richard A. Webber

RW:mp
Encl.

Richard Webber
Land Officer

25 JUN 81

B-07

CANADA

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT

THIS INDENTURE made in quadruplicate as of the 1st day of July, 1979

BETWEEN: HER MAJESTY THE QUEEN in right of Canada, represented herein by the Minister of Indian Affairs and Northern Development

("the Minister")

OF THE FIRST PART

AND: RIVTOW STRAITS LIMITED a body corporate duly incorporated under the laws of the Province of British Columbia, and having its office at Box 8960 in the City of Vancouver, Province of British Columbia

("the Permittee")

OF THE SECOND PART

WHEREAS:

A. The permittee represents that it has applied to the Minister of Lands, Forests and Water Resources of British Columbia for a lease, or a renewal of a lease, of a Water Lot in front of or abutting the high water mark boundary of Scowlitz Indian Reserve No. 1 and Williams Indian Reserve No. 2, both in the Province of British Columbia;

B. The Permittee has requested the Minister to consent to the Permittee's application for a lease (or a renewal) and to grant the Permittee permission to interfere with the riparian rights of Her Majesty and Scowlitz Band of Indians along a distance of approximately 1795 feet of foreshore of Scowlitz Indian Reserve No. 1 and along a distance of approximately 1540 feet of foreshore of Williams Indian Reserve No. 2; as shown outlined in red on the sketches attached hereto marked Schedules "A" and "B".

C. The Council of the Band, for whose use and benefit in common the Reserve has been set apart has, by resolution dated July 5, 1979 recommended that consent to the granting of such lease (or renewal) and permission to interfere with riparian rights be granted.

NOW THEREFORE the Minister for and in consideration of the payments, covenants and conditions hereinafter set forth, HEREBY CONSENTS to the granting to the Permittee of the lease (or renewal) of the Water Lot in front of the Reserves and to the extent that the Minister may legally do so, does grant to the Permittee the right to interfere with the riparian rights of Her Majesty and the Band, along the shoreline of the Reserves as hereinbefore described.

IT IS AGREED AND UNDERSTOOD that this instrument (of consent and permit) is granted on the following terms and conditions to which the Permittee agrees:

1. This consent and permit is for the period of five years commencing on the 1st day of July, 1979 and terminating on the 30th day of June, 1984.

2. The permittee shall pay, unto the Minister the yearly fee as follows:

For the period commencing July 1, 1979 and terminating June 30, 1980 the sum of one thousand eight hundred and thirty-four dollars ($1,834.00).

For the period commencing July 1, 1980 and terminating June 30, 1981 the sum of one thousand nine hundred and ninety nine dollars ($1,999.00).

For the period commencing July 1,1981 and terminating June 30, 1982 the sum of two thousand one hundred and seventy nine dollars (2,179.00).

For the period commencing July 1, 1982 and ending June 30, 1983 the sum of two thousnad three hundred and seventy five dollars ($2,375.00).

For the period commencing July 1, 1983 and ending June 30, 1984 the sum of two thousand five hundred and eighty nine dollars ($2,589.00)

The fee for the first year of the period being payable on or before the execution of these presents and the fee for subsequent years being payable in advance on the first day of July in each and every year.

3. The Permittee will at all times hereafter indemnify and keep Her Majesty indemnified against all actions, claims and demands that may be lawfully brought or made against Her Majesty by reason of any act or omission by the Permittee in the exercise or purported exercise of the rights hereby granted.

4. The Permittee will not during the period of this consent and permit transfer, or assign, or encumber the rights hereby granted.

5. That the rights hereby granted may be revoked by the Minister for whatever reason, by a notice in writing, giving the Permittee such notice in writing as may be considered reasonable in the discretion of the Minister, PROVIDED HOWEVER, that such revocation shall not prejudice the Minister's right to recover from the Permittee any sums payable hereunder then accrued or accruing, or any other right of action arising from, under or in respect to this consent and permit.

6. The Permittee shall pay, in lawful money of Canada, to the Receiver General for Canada, the sums payable hereunder at the times herein provided without any set-off, compensation or deduction whatsoever without any demand or other formality at the office of Her Majesty at the address specified or designated herein or to such other address as Her Majesty or her authorized representative may from time to time by notice in writing to the Permittee direct.

7. That wherever in this consent and permit it is required or permitted that notice or demand be given or served by either party, to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows:

To the Minister:

The Minister of Indian Affairs
and Northern Development
Ottawa, Ontario.

To the Permittee:

Box 8960
Vancouver, B.C.

such address may be changed from time to time by either party by serving notice to the other as above provided.

8. The Permittee will pay and discharge all taxes, rates, duties and assessments whatsoever now charged or hereafter to be charged upon the said water lot or upon the Permittee or occupier thereof payable by either in respect thereof.

9. The area to be used for a log booming ground.

10. That no member of the House of Commons will be admitted to any share of this consent and permit or any benefit to arise therefrom.

11. Time shall be the essence of this Permit.

IT IS FURTHER AGREED that this consent and permit shall be subject to the provisions of the Indian Act and Regulations established thereunder, which may be now in force or which may hereafter be made and established from time to time in that behalf by the Governor-in-Council.

IN WITNESS WHEREOF PETER J. CLARK of the Department of Indian Affairs and Northern Development, on behalf of Her Majesty has hereunto set his hand and the Permittee has caused these presents to be executed and its corporate seal affixed hereto by its proper officers duly authorized in that behalf as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

Original signed by
S. A. McCULLOUGH

as to the signature of:

Original signed by
PETER J. CLARK

Indian Affairs

The Common Seal of
RIVTOW STRAITS LIMITED
has been affixed in the presence of:

LAND REGISTRY ACT

FOR MAKER

I HEREBY CERTIFY that, on the day of FEB 13 1980 19

at the City of Vancouver, in the Province of British Columbia,

PETER J. CLARK, who is personally known to me, appeared before me and acknowledged to me that he is the person who subscribed his name to the annexed instrument on behalf of Her Majesty the Queen in right of Canada, that he was first duly authorized to subscribe his name as aforesaid by virtue of a Delegation of Authority under the Indian Act, signed by the Minister of Indian Affairs and Northern Development, and dated April 21, 1976.

IN TESTIMONY whereof I have hereunto set my hand at the City of Vancouver, Province of British Columbia, this

day of FEB 13 1980

in the year of our Lord one thousand nine hundred and ~~seventy~~ eighty.

Original signed by
S. A. McCULLOUGH

A Commissioner for taking Affidavits within British Columbia.

LOG STORAGE AND BOOMING GROUNDS
FRASER RIVER - YALE TO PITT RIVER

A P P R A I S A L R E P O R T

Name of Lessee: RivTow Straits Limited
Legal Description: F. 6714 Gp. 1
Acreage: 5.14 ac.

Request No.: 02790635
Victoria File No.: 0213981
District File No.: F. 6714 Gp. 1

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes.	10	0
2. Hazards of the Site		
(a) Wind	5	5
(b) Effect of current or tides (silting or rapid flow)	15	15
3. Period Usable		
(a) 3.5 acs.= 68 % area usable 12 mths.=84 x 68 %= 57		
(b) ____ acs.= ____% area usable 11 mths.=77 x ____% = ____		
(c) ____ acs.= ____% area usable 10 mths.=70 x ____% = ____		
(d) ____ acs.= ____% area usable 9 mths.=63 x ____% = ____		
(e) ____ acs.= ____% area usable 8 mths.=56 x ____% = ____		
(f) ____ acs.= ____% area usable 7 mths.=49 x ____% = ____		
(g) ____ acs.= ____% area usable 6 mths.=42 x ____% = ____		
(h) ____ acs.= ____% area usable 5 mths.=35 x ____% = ____		
(i) ____ acs.= ____% area usable 4 mths.=28 x ____% = ____		
(j) ____ acs.= ____% area usable 3 mths.=21 x ____% = ____		
(k) ____ acs.= ____% area usable 2 mths.=14 x ____% = ____		
(l) ____ acs.= ____% area usable 1 mth. = 7 x ____% = ____		
(m) 1.64 acres unusable 5.14 = total acres Total Rating--Period Usable	84	57
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance **42 miles FOB Pitt River**	20	16
(b) Value of Lease to the Company 1. Availability of alternate sites	10	10
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points (c) ~~Transit~~ 15 points	30	20
3. Amenities and accessibility	5	5
(c) Cost of developing and maintaining	16	14
5. Upland Ownership Allow 5 points if upland owned by Crown Allow 0 points if upland privately owned or leased	5	0
TOTAL	200	142

Appraised value = $ 887.50 per acre. 71% of $1250

Total value = $ 887.50 per acre x 5.14 total acreage = $ 4561.75

Lease rental at 8 % of appraised value is $364.94 Say $ 365.00 per annum.

Lease rental per acre per annum is $ 71.00

Remarks: This lease was viewed from the air May 24, 1979. No problems were noted and none are anticipated. Renew this lease for a 5 year period at the revised rental of $365.00 per annum. The lessee must provide proof of upland owners consent for this full term before the lease is renewed.

N.B.

Date Inspected Data - Viewed from air. May '79.

L.B. 211 A

Janet Jansen Land Inspector

File: 0213981

GENERAL LEASE - NO ADDITIONAL RENT

THIS LEASE executed in triplicate and dated for reference the 1st day of July, 1979.

IN PURSUANCE OF THE LAND ACT.

B E T W E E N :

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

(hereinafter called the "Lessor")

OF THE FIRST PART

A N D

RIVTOW STRAITS LIMITED, (Inc. No. 133778), a Company organized under the laws of British Columbia and having an office or other place of business at 2724 South East Marine Drive, Vancouver, British Columbia

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSES that in consideration of the rents reserved and the covenants and agreements set forth below, the parties agree as follows:

ARTICLE I GRANT OF LEASE

(1.01) The Lessor demises and leases to the Lessee that parcel of land consisting of foreshore and river bed described as

Block A of Lot 6714, Group 1, New Westminster District

and being more particularly shown outlined in red on the plan annexed hereto as Schedule "A" (herein called the "Land").

ARTICLE II TERM

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of 4 years and 364 days commencing on the 1st day of July, 1979 (herein called the "Commencement Date").

ARTICLE III RENT

(3.01) YIELDING AND PAYING THEREFORE for the term a rental of $343 payable in advance on the Commencement Date.

Province of British Columbia

ARTICLE IV COVENANTS OF THE LESSEE

(4.01) The Lessee covenants with the Lessor

(a) To pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) To pay and discharge when due all taxes, rates, levies, duties, charges and assessments now or hereafter assessed, levied or charged by any competent governmental authority upon the Land or any improvements thereon (herein called "Realty Taxes") and if the Lessee defaults in the payment of any such sums, the Lessor may pay and discharge the same and the amounts so paid shall be added to the rent herein reserved and will be due and payable to the Lessor immediately;

(c) To pay and satisfy all payments when due under any Leasehold Mortgage (as hereinafter defined);

(d) To pay and discharge when due all charges for electricity, gas, water, and other utilities supplied to the Land;

(e) To observe, abide by and comply with all laws, by-laws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation, PROVIDED that if the Lessee contests the validity or applicability of such laws, by-laws, orders, directions, ordinances or regulations, he shall indemnify and save harmless the Lessor from all loss, damage, cost and expense suffered by the Lessor by reason of the Lessee contesting their validity and shall furnish the Lessor with such security as may be required by the Lessor;

(f) To keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor, to remove any improvements and make safe, clean and sanitary any portion of the Land or any improvement that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(g) Not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land, and for the purpose of this covenant, the permitted use of the land in compliance with this lease shall be deemed not to constitute a nuisance or annoyance;

(h) Not to use the Land for any purpose other than for the purpose of storing and booming logs;

(i) To pay interest to the Lessor on rent in arrears at the rate of interest prescribed from time to time under the Land Act in respect of money payable under a lease that is not paid on the due date;

(j) To effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than $1,000,000;

(k) To pay all premiums and monies necessary to maintain all policies of insurance required to be maintained by the Lessee herein as the same become due, provided that if the Lessee defaults in the payment of any of the premiums or sums of money, the Lessor may (but will be under no obligation to) pay the same and the amounts so paid will be added to the rent herein reserved and will be payable to the Lessor immediately;

(l) To deliver to the Lessor from time to time, upon demand, copies of all current policies of insurance required to be maintained by the Lessee hereunder;

(m) To deliver to the Lessor from time to time, upon demand, receipts or other evidence of payment of Realty Taxes, insurance premiums, Leasehold Mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(n) Not to keep, store or leave upon the Land during the term any refuse or rubbish of any kind;

(o) To indemnify and save the Lessor harmless against all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's occupation of the Land,

and the Lessor may add the amount of such loss, damage, costs and liabilities to the rent herein reserved and the amount so added shall be payable to the Lessor within 10 days;

(p) On the expiration or earlier termination of the term

(i) to remove all improvements placed or constructed on the Land during the term,

(ii) to restore the surface of the Land to its original condition, and

(iii) to peaceably quit, surrender, yield up and deliver the Land to the Lessor in a safe, clean and sanitary condition,

and all right, interest and estate of the Lessee in the Land shall cease and vest in the Lessor;

(q) To permit the Lessor, his servants and agents, at all times to enter on and inspect the Land and any improvements thereon;

(r) To comply with all laws, regulations and orders of the Federal Government of Canada, or any of its agencies or commissions, or any international joint commissions of which it or any of its agencies is a member, respecting salmon and fishlife resources in the Harrison River system;

(s) Not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the written consent of the Lessor, and then only in accordance with the terms and conditions specified in the consent by the Lessor;

(t) Not to use the Land or carry on or permit any activity on the land or on the surface of the water covering the Land that contravenes any provision of the Navigable Waters Protection Act (Canada) or any other enactment, order, regulation or law of the Federal Government of Canada respecting navigable waters, shipping or marine life resources;

ARTICLE V ASSIGNMENT

(5.01) The Lessee shall not assign, sublet or transfer this lease without the prior written consent of the Lessor.

ARTICLE VI COVENANTS OF THE LESSOR

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

ARTICLE VII PROVISOS

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) If after the termination by the passage of time of this lease or any extension thereof the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

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(b) If, during the continuance of this lease, the improvements or any part of them now or hereafter constructed on the Land are destroyed by fire, lightning, tempest, impact of aircraft, acts of God or the Queen's enemies, riots, insurrections or explosion,

(i) the rental herein paid or reserved shall not abate or be forgiven, and

(ii) if the improvements so destroyed have not been rebuilt or reinstated at the expiration or earlier termination of the term, the Lessee shall remove the same and restore the surface of the Land so far as possible to its original condition;

(c) Title to any ownership of all buildings, structures, and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(d) The Lessor is under no obligation to provide access to the Land or to maintain or improve existing access roads;

(e) That this lease and all the terms and conditions of it may be inspected by the public at such times and at such places as the Lessor may determine;

(f) Notwithstanding subsection (j) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (j) of section 4.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change;

(g) If the Lessee, on the expiration or earlier termination of the term, fails to remove all improvements that were placed on the Land during the term, or to restore the surface of the Land to its original condition, the Lessor may remove the improvements and restore the Land and the Lessee shall compensate the Lessor for all expenses incurred by him for such removal and restoration forthwith on demand.

(7.02) If a dispute arises as to whether or not an improvement on the Land has been destroyed by fire or other causes, the dispute shall be referred to arbitration.

ARTICLE VIII EVENTS OF DEFAULT

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) If the Lessee shall default in the payment of any installment of rent, or the payment of any other sum payable hereunder, and such default shall continue for 30 days after the giving of written notice by the Lessor to the Lessee,

(b) If the Lessee shall fail to perform or observe any of the covenants, agreements, provisions, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of rent or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure,

(c) If the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors,

(d) If the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application, or

(e) If, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee,

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this Lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of rent or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

(8.02) The remedies of the Lessor in this Article are in addition to the remedies available to the Lessor under the Land Act, and an exercise of the Lessor's remedies under this Article shall not limit or restrict the right of the Lessor to exercise a remedy available to him under that Act.

ARTICLE IX RENEWAL

(9.01) If, on the expiration of the term, the Lessor elects to grant a further lease of the Land, the Lessor shall, by notice in writing, offer the further lease to the Lessee at the rent and on the terms and conditions specified in the notice.

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(9.02) The Lessee shall have a period of 60 days from the date of receipt of the notice referred to in section 9.01 to accept a further lease of the Land by endorsing his acceptance on the notice and delivering it to the Lessor within the time limited in this section. If the Lessee elects not to accept the further lease of the Land within the time limited in this section, the Lessor shall be at liberty to grant a lease of the Land to any other person at the rent and on the terms specified in the notice.

(9.03) If the Lessee declines to accept a further lease of the Land under this Article, the Lessor shall not, for a period of two years after the date of the notice referred to in section 9.01 offer a lease of the Land to any person at a rent or on terms more favourable than those specified in the notice without first offering a further lease of the Land to the Lessee at that rent and on those terms.

ARTICLE X SECURITY

(10.01) The security in the sum of $1,000 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed.

(10.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(10.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier termination of this lease.

(10.04) Notwithstanding section 10.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of security required by the Lessor.

(10.05) The Lessee shall, within 60 days of receiving the notice referred to in section 10.04, cause the amount of Security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

ARTICLE XI EXPROPRIATION

(11.01) If the whole or any part of the Land, or any fixtures or improvements on the Land are expropriated during the term of this lease,

(a) the expropriation shall not constitute a breach of the Lessor's covenant for quiet enjoyment,

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(b) the rental shall not abate,

(c) the Lessee shall only be entitled to exercise those rights or remedies that are available to him under the statute that authorized the expropriation.

(11.02) If

(a) the whole of the Land is expropriated, this lease shall terminate on the date the expropriation is effective,

(b) a part of the Land is expropriated, this lease shall continue in effect respecting that part of the Land that is not expropriated.

ARTICLE XII ARBITRATION

(12.01) Any dispute required to be determined by arbitration in accordance with the provisions of this lease shall be determined under the Arbitration Act by reference to a single arbitrator. The cost of any arbitration shall be borne equally by the parties.

ARTICLE XIII MORTGAGE OF LEASE

(13.01) The Lessee shall have the right from time to time to mortgage this lease and the leasehold interest of the Lessee created by it, and any improvements on the Land (herein called the "Leasehold Mortgage"). In the event of any breach or default of any of the covenants, terms and conditions of this lease by the Lessee, the first leasehold mortgagee shall be entitled, in order to avoid a forfeiture of the lease, to make any payments and do and perform all acts or things that may be necessary or required to prevent a forfeiture.

(13.02) The Lessee shall give notice to the Lessor of any Leasehold Mortgage of this lease and the Lessee's leasehold interest herein together with a copy of the instrument creating it within 30 days after it is granted.

(13.03) If by reason of the default of the Lessee this lease is terminated before the expiration of the term, the Lessor shall enter into a new lease of the Land with the first leasehold mortgagee for the period that but for such termination would have been the remainder of the term, the new lease to become effective immediately on the termination of this Lease, at the rent and on all of the terms, provisions, covenants and agreements contained in this Lease, subject to the rights of any person then in possession of the Land so long as

(a) the first leasehold mortgagee has made a written request to the Lessor for a new lease within 30 days of its termination and the request is accompanied by payment to the Lessor of all sums of money then due to the Lessor hereunder including reasonable legal fees and expenses in connection with the foregoing and with the preparation of the new lease;

(b) at the time of execution and delivery of the new lease, the first leasehold mortgagee pays to the Lessor all sums that would at the time of execution and delivery of the new lease be due under this lease but for such termination and agrees to diligently cure or remedy any default of the Lessee under this lease, the curing or remedying of which requires the leasehold mortgagee to be in possession of the Land.

(13.04) So long as the Lessor has received written notice of a Leasehold Mortgage under section 13.02, the Lessor will give 30 days notice to the first leasehold mortgagee at his address specified in the notice, of the Lessor's intention to terminate this lease and of the nature of the Lessee's default hereunder.

(13.05) Under any new lease delivered to the first leasehold mortgagee, the Lessor shall not warrant possession, but shall lease only that estate in the Land as the Lessor shall then have, subject only to those matters to which this lease is subject and to those matters suffered, created or permitted to be suffered or created by the Lessee under the terminated lease.

(13.06) The failure of the first leasehold mortgagee to execute and deliver to the Lessor the new lease within 30 days after it is tendered by the Lessor or to comply with any other provisions of this Article shall conclusively be deemed an abandonment and waiver on the part of the first leasehold mortgagee of all rights to obtain the new lease and of any and all rights against the Lessor.

(13.07) The Lessor hereby represents that the first leasehold mortgagee shall be entitled to rely on the provisions of this Article and to enforce them against the Lessor subject to the provisions of this lease.

(13.08) The making of a Leasehold Mortgage shall not constitute an assignment, sublease or transfer of this lease that requires

(a) the consent of the Lessor, or

(b) the leasehold mortgagee to observe and perform the Lessee's covenants unless the leasehold mortgagee enters into possession of the Land in the exercise of his rights to foreclose the Leasehold Mortgage.

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ENR-11-00043

ARTICLE XIV NOTICE

(14.01) Any written notice to be served upon or given to either the Lessor or the Lessee pursuant to this lease shall be sufficiently served and given if delivered or mailed, prepaid and registered, in the case of the Lessor, addressed to him at the Parliament Buildings, Victoria, British Columbia, to the attention of the Minister of Lands, Parks and Housing, or such other member of the Executive Council of the Government of British Columbia who may be charged with the administration of the Land Act at the date of the notice and in the case of the Lessee, addressed to him at

P.O. Box 8960
Vancouver, British Columbia
V6B 4E2

and if the notice is mailed the date of receipt shall be deemed to be 96 hours after the hour of mailing.

(14.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(14.03) Notwithstanding section 14.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same on a conspicuous place on the Land.

ARTICLE XV MISCELLANEOUS

(15.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. The waiver by the Lessor of any breach by the Lessee of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(15.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(15.03) The Lessor hereby reserves the right to grant other dispositions of the Land by way of easement, statutory right-of-way, or right to flood, whether or not the interest granted has a dominant tenement, to

(a) a Crown Corporation or agency, or

Province of British Columbia
Page 230
ENR-11-00043

(b) a municipality, regional district, improvement district, water users community, public utility, a pulp or timber, mining, railway or smelting corporation, or a corporation authorized to transport oil or gas, or both oil and gas, or solids, as defined in the Pipeline Act, or

(c) any other person designated by that member of the Executive Council of the Province of British Columbia charged with the administration of the Land Act,

for any purpose necessary for the operation and maintenance of the grantee's undertaking and the Lessee agrees that a grant made under this paragraph shall not constitute a breach of the Lessor's covenant for quiet enjoyment, and the Lessee hereby consents to any such grant and will forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease to any such grant.

(15.04) Any interference with the rights of the Lessee under this lease by virtue of the operation of the Mineral Act, Petroleum and Natural Gas Act, Coal Act or Water Act or any certificate, lease, permit, or license issued under those Acts shall not constitute a breach of the Lessor's covenant of quiet enjoyment.

(15.05) This lease and the term herein granted is subject to

(a) all subsisting grants to, or rights of, any person made or acquired under the Mineral Act, Petroleum and Natural Gas Act, Coal Act or Water Act, whether or not the Lessee has actual notice of them,

(b) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the Land Act.

(15.06) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(15.07) Time is of the essence of this agreement.

ARTICLE XVI INTERPRETATION

(16.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(16.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions hereof.

(16.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the Land Transfer Form Act, those words shall have the same

Province of British Columbia
Page 231
FILE 1 98343

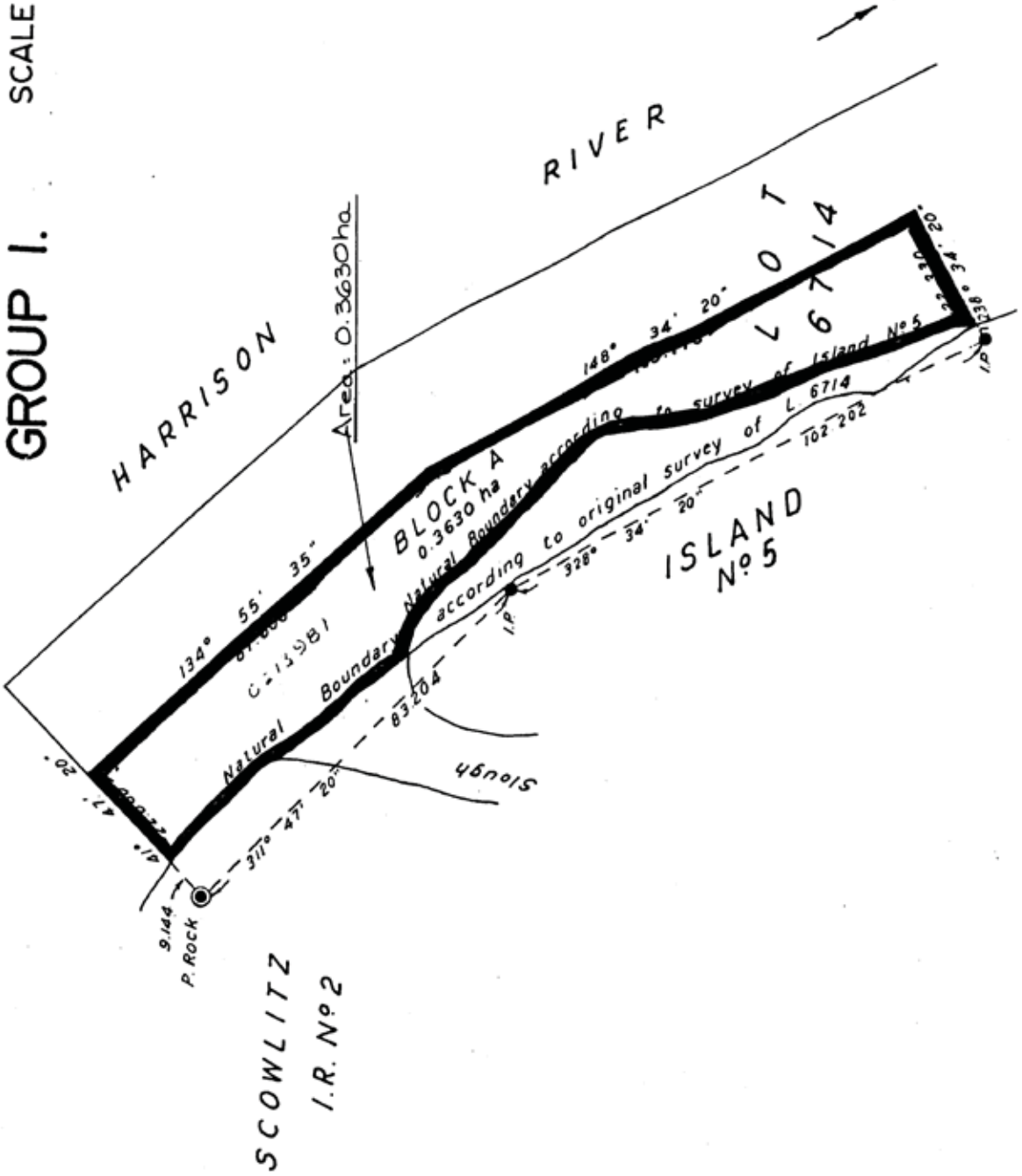
effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

(16.04) This lease shall be interpreted according to the laws of the Province of British Columbia.

(16.05) Where there is a reference to an enactment of the Province of British Columbia in this lease, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(16.06) If any section of this lease 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.

NEW WESTMINSTER DISTRICT
GROUP 1.
SCALE - 1 : 1000



SCHEDULE "A"

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

SIGNED, SEALED AND DELIVERED on behalf of Her Majesty The Queen in Right of The Province of British Columbia by the Minister of Lands, Parks and Housing, or his duly authorized representative, in the presence of

H. Mackenzie
210 - 4240 Main St.
Burnaby, B.C.

MANAGER,
LAND ADMINISTRATION

"The Common Seal of RIVTOW STRAITS LIMITED was hereunto affixed in the presence of

Authorized Signatory

Authorized Signatory

c/s".

ENR-11-00043
Province of British Columbia

Province of
British Columbia
Ministry of Lands,
Parks and Housing

TYPE OF TENURE

Lease

No. 231495

Commencement Date

July 1, 19 79

MINISTER OF LANDS, PARKS
AND HOUSING

TO

Rivtow Straits Ltd.

for
storing & booming
purposes.

Term four years.
& 364 days

Area .3630 hectares.

File No. 0213981

L 10 (3/81) o

Land Inspection
Division

FEB 10 1976

4523 CANADA WAY
BURNABY 2, B.C.

Lower Coast
0213981
Ref. Map: 92H/4e,f(E,F-2)

February 9, 1976

Rivtow Straits Limited
2215 Commissioner Street
Vancouver, B. C. V5L 1A8

Dear Sirs:

Enclosed herewith is Lease No. 27696 covering Lot 6714, Group 1, New Westminster District,

issued in the name of your Company
dated July 1, 1976, containing 5.14 acres, and issued
for a period of three years, for log booming and storage purposes,
at the rental of $ 182.00 per annum, duly executed by the Assistant Director of Land Management, together with General Receipt No. 125317 F for $ 372.00 being lease fee and rental in this connection to July 1, 1977.

Yours truly

Carol Day

for R. H. GOODCHILD
for Director of Land Management

CD:pb
Encl.

c.c. - Land Commissioner, New Westminster
- Land Inspector, New Westminster
- British Columbia Assessment Authority, Victoria
- Fraser-Cheam Regional District, 8550 Young Road, Chilliwack, B. C. V2P 6J1

L-B 34

C.Arkinstall
0213981

V8V 1X5

October 1, 1975

Rivtow Marine Ltd.
2215 Commissioner Street
Vancouver 6, B. C.

Dear Sirs:

With reference to your application to lease Lot 6714, Group 1, New Westminster District
for log booming, and storage purposes,
I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of three years

to date from July 1, 1976 ,~~the expiry date of the former lease~~.
Annual lease rental will commence from this date, and is payable in advance.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Department of Transport, Canada and subject to cancellation on 90 days notice at the discretion of the Lessor.

The proposed lease will contain the following provisos:

Provided, also, that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log booming and storage
for logs of the Lessee.

Provided, also, that upon the Crown lands no longer being used by the Lessee for log booming and storage
purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease.

~~Occupational rental will be payable for the use of the premises prior to the issuance of the lease, from~~ at ~~per annum.~~

Continued ...

L.B. 104

The rental has been established at the rate of $ 182.00 per annum [illegible] Upon receipt of the sum of $ 182.00 representing one year's rental [illegible] which monies are required to be remitted within 30 days from this date, preparation of the proposed lease will be proceeded with.

In the event a reply is not received within the time allowed, the Department will have no alternative but to reconsider and disallow the application for failure on your part to comply with Departmental requirements.

Yours truly,

R.H. GOODCHILD
for Director of Lands

CA/jsm
cc Land Commissioner, New Westminster
Land Inspector, New Westminster (F6714) ✓

Provided also that the Lessee agrees to keep the Crown lands ina safe, clean and sanitary condition, to the satisfaction of the Lessor, at all times during the tenure of this lease and shall upon termination hereof or upon withdrawal of a portion of the Crown lands, effect the removal of such improvements situated thereon as may be directed to be removed by the Minister in writing; provided, however, that the expiry of this indenture and issuance of a new lease to the Lessee for a further term shall not be considered as a termination hereof.

Provided also that this lease is issued and accepted subject to all regulations of the Regional District of Fraser-Cheam.

Provided also that in order to guarantee compliance with the terms and conditions set forth herein, the Lessee shall place on deposit with the Minister cash of $1,000.00 or British Columbia Parity Bonds in the amount of $1,000.00. If the deposit is in the form of a registered bond, it shall be accompanied by a Power of Attorney from the owner thereof in favour of the Minister of Finance of the Province of British Columbia and the signature of the Grantor thereunder must be guaranteed, both as to signature and authority to sign, by a Canadian chartered Bank. This Bond would be retained by the Treasury branch of the Department of Finance and any interest accrued would be remitted to the owner of the Bond as it accrues. After inspection by an authorized official of the lessor has confirmed that the Lessee has complied fully with the terms and conditions hereinbefore mentioned, then refund of the deposit shall be made. Failure to comply with

L.R. 10% FOR ADDITIONAL PROVISOS SEE REVERSE SIDE

such terms and conditions may, in the discretion of the Lessor, result in cancellation of the lease and forfeiture to the Lessor of the deposit and all other monies paid pursuant to the lease during the tenure thereof. Alternately the Department is prepared to accept the Receipt and Agreement form attached indicating that securities are deposited in the Bank to ensure performance and/or clean-up by the Lessee in accordance with the terms and conditions of the lease.

Land Inspection
Division

MAY 1 1974

C. Morgan
0213981

4523 CANADA WAY
BURNABY 2, B.C.
V8V 1X5

Rivtow Marine Ltd.
2215 Commissioner Street
Vancouver 6, B. C.

April 23, 1974

Dear Sirs:

With reference to your application to lease Lot 6714, Group 1, New Westminster District for log booming and storage purposes, I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of two years,

to date from July 1, 1972, the expiry date of the former lease. Annual lease rental will commence from this date, and is payable in advance.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Department of Transport, Canada and subject to cancellation on 90 days notice at the discretion of the Lessor.

The proposed lease will contain the following provisos:

Provided, also, that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log booming and storage for logs of the Lessee.

Provided, also, that upon the Crown lands no longer being used by the Lessee for log booming and storage purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease.

xOccupationxonxandxdirectxpaymentxbyxcompanyxofxthexpremisesxcaptionx
xxxx

The rental has been established at the rate of $ 95.00 per annum ~~for the first five years and thereafter subject to review and adjustment of rental at the discretion of the Lessor for each successive period at the time of any renewal thereof~~. Upon receipt of the sum of $ 220.00 representing two years rental and the statutory lease fee of ~~$15.00 and $~~ $30.00 ~~occupational rental~~ which monies are required to be remitted within 30 days from this date, preparation of the proposed lease will be proceeded with.

In the event a reply is not received within the time allowed, the Department will have no alternative but to reconsider and disallow the application for failure on your part to comply with Departmental requirements.

Yours truly,

H. K. Kidd
for Director of Lands

CM:eh

cc Land Commissioner, New Westminster
Land Inspector, New Westminster (F. 6714) ✓

Provided, also, that the Lessee agrees to keep the Crown lands in a safe, clean and sanitary condition at all times during the tenure of the lease and shall upon termination thereof remove the improvements situated thereon to the satisfaction of the Lessor.

Provided, also, that this lease is issued and accepted subject to all regulations of the Regional District of Fraser - Cheam.

L.R. 104 FOR ADDITIONAL PROVISOS SEE REVERSE SIDE

Provided also that in order to guarantee compliance with the terms and conditions set forth herein, the Lessee shall place on deposit with the Minister cash of $1,000.00 or British Columbia Parity Bonds in the amount of $1,000.00. If the deposit is in the form of a registered bond, it shall be accompanied by a Power of Attorney from the owner thereof in favour of the Minister of Finance of the Province of British Columbia and the signature of the Grantor thereunder must be guaranteed, both as to signature and authority to sign, by a Canadian chartered Bank. This Bond would be retained by the Treasury branch of the Department of Finance and any interest accrued would be remitted to the owner of the Bond as it accrues. After inspection by an authorized official of the Lessor has confirmed that the Lessee has complied fully with the terms and conditions hereinbefore mentioned, then refund of the deposit shall be made. Failure to comply with such terms and conditions may, in the discretion of the Lessor, result in cancellation of the lease and forfeiture to the Lessor of the deposit and all other monies paid pursuant to the lease during the tenure thereof.

c c Land Com., New Dist'r 2036

LOG STORAGE AND BOOMING GROUNDS
FRASER RIVER - YALE TO PITT RIVER

A P P R A I S A L R E P O R T

Name of Lessee: RIVTOW MARINE LTD. Request No.: 75257
Legal Description: Victoria File No.: 0213981
Acreage: Lot 6714, Gp.1, NWD District File No.: ~~6714~~
~~5.14 acs.~~

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes.	10	~~0~~
2. Hazards of the Site		
(a) Wind	5	5
(b) Effect of current or tides (silting or rapid flow) No adverse effects. No adverse.	15	~~15~~
3. Period Usable		
(a) ~~3.5~~ acs.= ~~68~~ % area usable 12 mths.=84 x ~~68~~ % = ~~57~~		
(b) _____ acs.= _____ % area usable 11 mths.=77 x _____ % = _____		
(c) _____ acs.= _____ % area usable 10 mths.=70 x _____ % = _____		
(d) _____ acs.= _____ % area usable 9 mths.=63 x _____ % = _____		
(e) _____ acs.= _____ % area usable 8 mths.=56 x _____ % = _____		
(f) _____ acs.= _____ % area usable 7 mths.=49 x _____ % = _____		
(g) _____ acs.= _____ % area usable 6 mths.=42 x _____ % = _____		
(h) _____ acs.= _____ % area usable 5 mths.=35 x _____ % = _____		
(i) _____ acs.= _____ % area usable 4 mths.=28 x _____ % = _____		
(j) _____ acs.= _____ % area usable 3 mths.=21 x _____ % = _____		
(k) _____ acs.= _____ % area usable 2 mths.=14 x _____ % = _____		
(l) _____ acs.= _____ % area usable 1 mth. = 7 x _____ % = _____		
(m) ~~1.64~~ acres unusable ~~5.14~~ = total acres Total Rating--Period Usable	84	~~57~~
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance 42 mi. FOB Pitt River.	20	~~16~~
(b) Value of Lease to the Company 1. Availability of alternate sites	10	~~10~~
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points (c) Transit 15 points	30	20
3. Amenities and accessibility	5	~~4~~
(c) Cost of developing and maintaining	16	~~14~~
5. Upland Ownership Allow 5 points if upland owned by Crown Allow 0 points if upland privately owned or leased	5	~~0~~
TOTAL	200	~~141~~ 71%

Appraised value = $ ~~370~~ 443.75 per acre. (71% of $625)

Total value = $ 370 per acre × ~~5.14~~ total acreage = $ ~~1,902.80~~ $2280.88

Lease rental at 8% of appraised value is $95.10 $ ~~95.00~~ per annum: 182.47

Lease rental per acre per annum is $ ~~18.50~~ 35.50

Remarks:

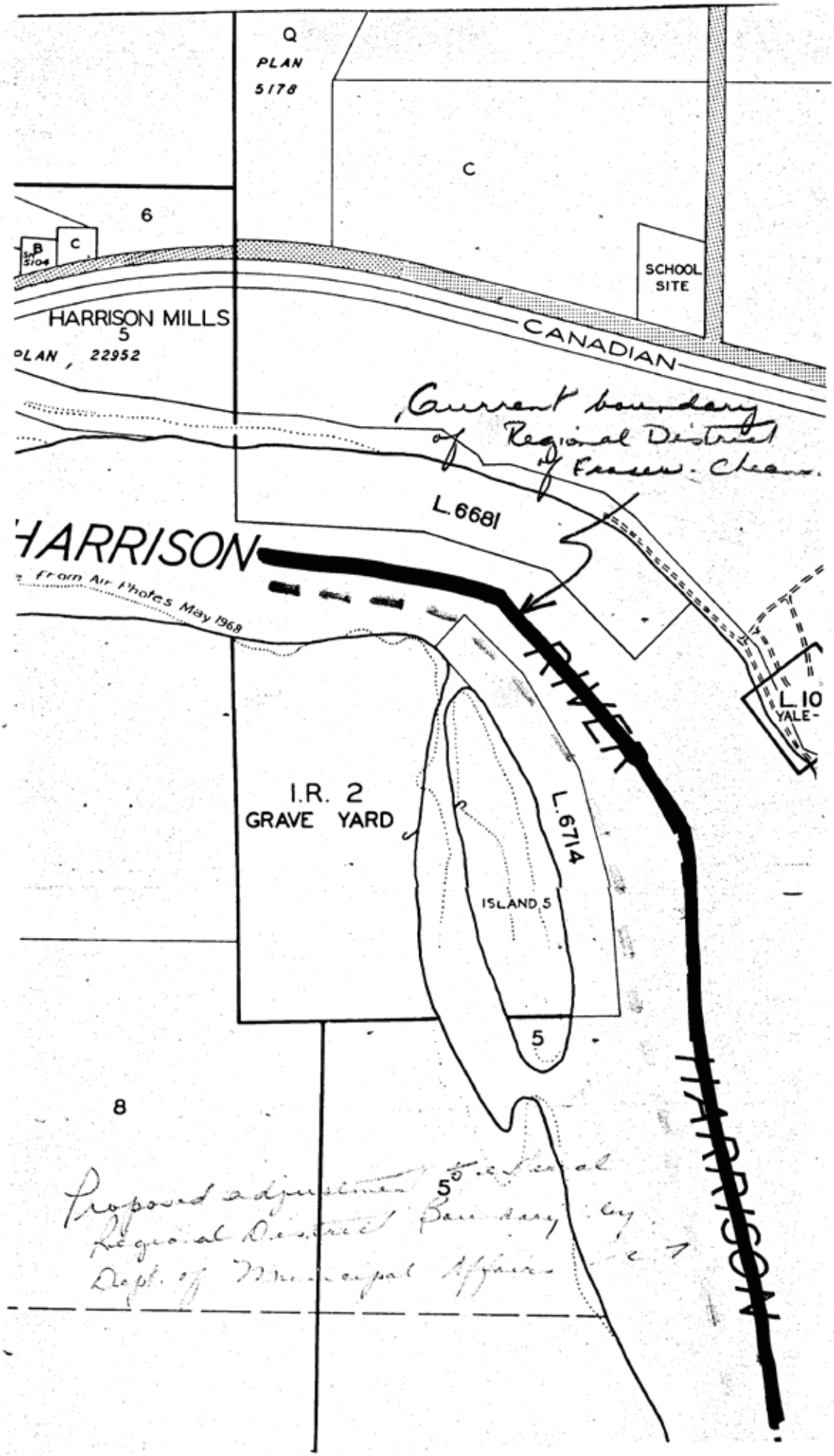
Can use 12 months of year but logging camps usually close down from mid December to mid March, so usually used only 10 months. No logs on lease at the time of inspection. Conditions remain the same as at the time of the previous inspection. Recommend lease for 10 years, with 5-year review, at above rental. Previous rental ~~$95/year~~ $182

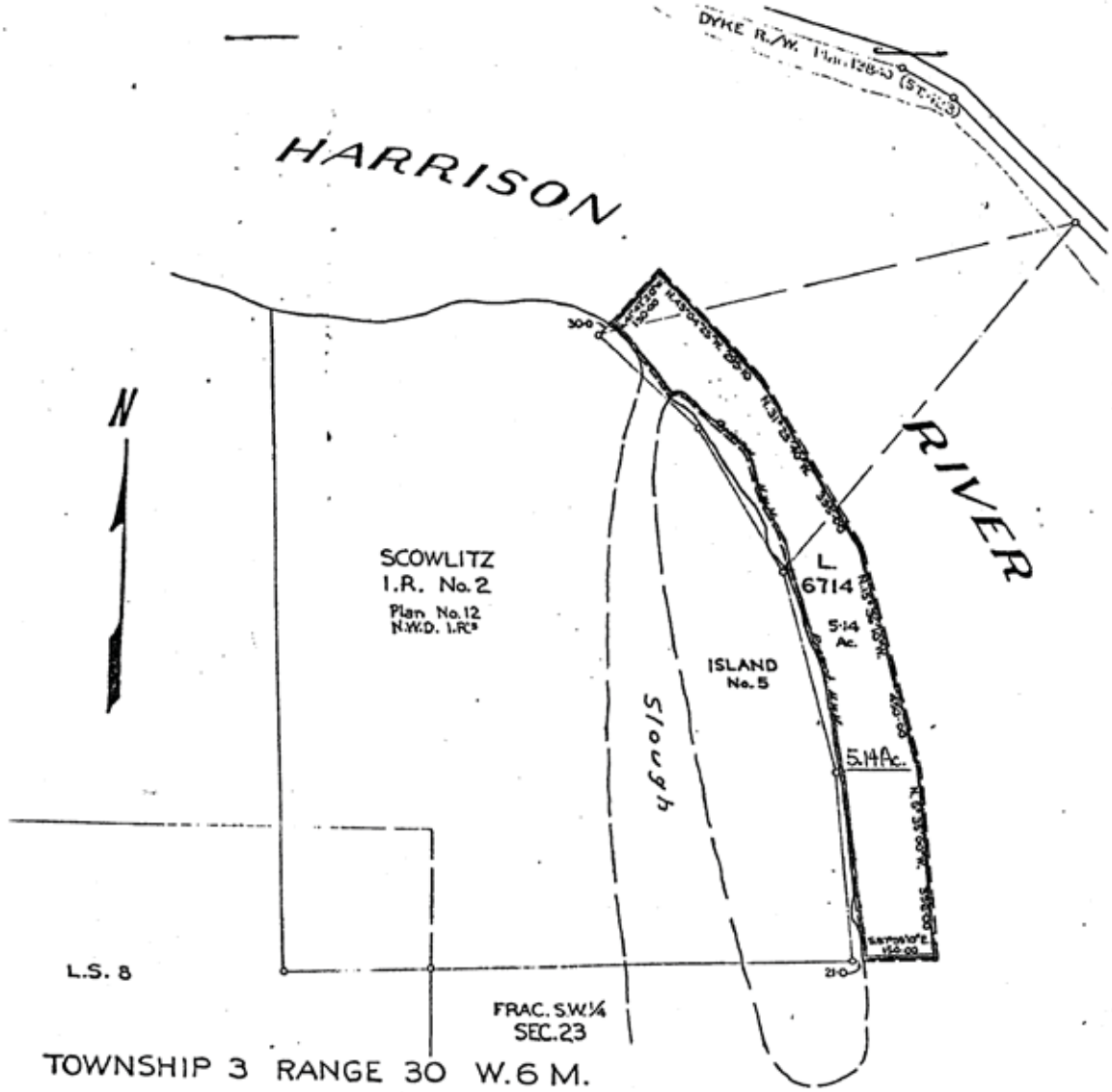
Date Inspected ~~Aug. 21/72~~

" Reported Aug 25/72

Land Inspector

Rental increased


Q
PLAN
5178
C
6
B
C
SCHOOL
SITE
HARRISON MILLS
5
PLAN, 22952
CANADIAN
Current boundary
of Regional District
of Fraser-Cheam.
L.6681
HARRISON
from Air Photos May 1968
RIVER
L.10
YALE-
I.R. 2
GRAVE YARD
L.6714
ISLAND 5
5
8
Proposed adjustment to Provincial
Regional District Boundary by
Dept. of Municipal Affairs
HARRISON



TOWNSHIP 3 RANGE 30 W.6 M.

Group 1, New Westminster District SCALE : 1 INCH = 300 FEET

LAND INSPECTION
DIVISION

FEB 17 1971

COURT HOUSE
NEW WESTMINSTER, B. C.

Leases
021398l
Ref. Map 92h/4 ef (sp-z)

February 16, 1971

Rivtow Marine Ltd.
1490 East Kent Avenue.
Vancouver 15, B. C.

Dear Sirs:

Enclosed herewith is lease No. 21337
covering Lot 6714, Group 1, New Westminster District

issued in the name of RivTow Marine Ltd.
dated the 1st of July, 1969 containing 5.14 acres
and issued for a period of three years, for

Log booming and storage

purposes, at the rental of $ 95.00 per annum, duly executed by the Deputy Minister of Lands, together with General Receipt No. 225817 D for $ 205.00 being lease fee and rental in this connection to the 1st of July, 1971

Yours truly,

W. C. Fry
for Director of Lands.

Rab:baw

cc: Land Commissioner, New Westminster (2036)
Land Inspector, New Westminster (62959)—
Prov. Assessor, New Westminster
Regional District, Fraser-Cheam
Mr. L. E. Slaght, District Manager, Dept. of Transport

L.B. 34

LAND INSPECTION
DIVISION

OCT 23 19?1

R. H. Goodchild
0213981

COURT HOUSE
NEW WESTMINSTER, B. C.

Rivtow Marine Ltd.
1990 Kent Street
Vancouver, B. C.

October 22nd, 1970

Dear Sirs:

With reference to your application to lease Lot 6714, Group 1, New Westminster District
for log booming and storage
I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of three years

to date from 1st July 1969, the expiry date of the former lease.
~~The proposed lease indenture, when issued, will be dated~~
Annual lease rental will commence from this date, and is payable in advance.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Department of Transport, Canada and subject to cancellation on 90 days notice at the discretion of the Lessor.

The proposed lease will contain the following provisos:

Provided, also, that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log booming and storage
for logs of the Lessee.

Provided, also, that upon the Crown lands no longer being used by the Lessee for log booming and storage
purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease.

~~Occupational rental will be payable for the use of the premises prior to the issuance of the lease, from at per annum.~~

Continued . . .

The rental has been established at the rate of $ 95.00 per annum [illegible]. Upon receipt of the sum of $ 205.00 representing the 1st 2 years rental and the statutory lease fee of $ 15.00 [illegible], which monies are required to be remitted within 30 days from this date, preparation of the proposed lease will be proceeded with.

In the event a reply is not received within the time allowed, the Department will have no alternative but to reconsider and disallow the application for failure on your part to comply with Departmental requirements.

Yours truly,

W. C. FRY
for Director of Lands

RHG:djw
cc Land Commissioner New Westminster (2036)
Land Inspector New Westminster (62959)
[illegible]

This lease will be issued subject to the following provisos:-

"Provided, also, that this lease is issued and accepted subject to all regulations of the Fraser Cheam Regional District."

"Provided, also, that this lease is issued and accepted subject to cancellation on the termination of the agreement made between Her Majesty the Queen in right of Canada, represented by the Minister of Citizenship and Immigration, Indian Affairs Branch, and the Lessee with respect to the use of Indian Reserve Scowlitz No. 2."

..B. 104

cc Land Com., New West'r 2036

LOG STORAGE AND BOOMING GROUNDS
FRASER RIVER - YALE TO PITT RIVER

A P P R A I S A L R E P O R T

Name of Lessee: Rivtow Marine Ltd. Request No.: 62959
Legal Description: Victoria File No.:
Acreage: ~~5.14~~ acs. Lot 671, Gp. 1, N.W.D. District File No.: 0213981

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes. **No log dumping.**	10	0
2. Hazards of the Site		
(a) Wind **No adverse.**	5	5
(b) Effect of current or tides (silting or rapid flow) **Fast high water.**	15	~~12~~
3. Period Usable		
(a) ~~3.5~~ acs.= 68 % area usable 12 mths.=84 x 68 % = 57		
(b) ____ acs.= ____ % area usable 11 mths.=77 x ____ % = ____		
(c) ____ acs.= ____ % area usable 10 mths.=70 x ____ % = ____		
(d) ____ acs.= ____ % area usable 9 mths.=63 x ____ % = ____		
(e) ____ acs.= ____ % area usable 8 mths.=56 x ____ % = ____		
(f) ____ acs.= ____ % area usable 7 mths.=49 x ____ % = ____		
(g) ____ acs.= ____ % area usable 6 mths.=42 x ____ % = ____		
(h) ____ acs.= ____ % area usable 5 mths.=35 x ____ % = ____		
(i) ____ acs.= ____ % area usable 4 mths.=28 x ____ % = ____		
(j) ____ acs.= ____ % area usable 3 mths.=21 x ____ % = ____		
(k) ____ acs.= ____ % area usable 2 mths.=14 x ____ % = ____		
(l) ____ acs.= ____ % area usable 1 mth. = 7 x ____ % = ____		
(m) ~~1.64~~ acres unusable **Waste being landward from dolphins.**		
~~5.14~~ = total acres Total Rating--Period Usable	84	~~57~~
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance **42 mi. F.O.B. Pitt River.**	20	~~16~~
(b) Value of Lease to the Company 1. Availability of alternate sites **Still available but not as good.**	10	0
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points (c) ~~Transit~~ ~~15 points~~	30	20
3. Amenities and accessibility **Good.**	5	~~4~~
(c) Cost of developing and maintaining **Dolphins and piling.** (Av. maintenance costs.)	16	~~12~~
5. Upland Ownership Allow 5 points if upland owned by Crown Allow 0 points if upland privately owned or leased **Upland L.R.**	5	0
TOTAL	200	~~134~~

Appraised value = $ 323 per acre.

Total value = $ ~~323~~ per acre × ~~5.14~~ total acreage = $ ~~1660.22~~ 134/2 = 67%

Lease rental at 5% of appraised value is $ ~~83.01~~ per annum.

Lease rental per acre per annum is 83.01 ÷ 5.14 $ ~~16.00~~

Remarks:

Please see attached sketch and photos. In view of the questionable justification for the present Value Schedule (up to $1,000/ac.) and leases just upstream at $18 - $20/acre, I recommend continuation of the current rental.

Date Inspected ~~April 23/70~~
L. B. Reported May 11,1970

Land Inspector
- A. Paulsen

Also attached is L.S.115 showing

N. Featherstone
0213981

LAND INSPECTION
DIVISION

NOV 26 1968

COURT HOUSE
NEW WESTMINSTER, B. C.

November 25, 1968

RivTow Marine Ltd.,
1990 Kent Street,
Vancouver 15, B. C.

Dear Sirs:

Enclosed herewith is lease No. 16987
covering Lot 6714, Group 1, New Westminster District,

issued in the name of your Company
dated July 1st, 1967 containing 5.14 acres
and issued for a period of two years, for
log booming and storage

purposes, at the rental of $ 95.00 per annum, duly
executed by the Deputy Minister of Lands, together with General Receipt
No. 84526 Y for $ 195.00 being lease fee and 2 years'
rental in this connection to July 1st, 1969.

Yours truly,

W. R. [illegible],
Director of Lands.

NF:bl
encl.

c.c. Land Commissioner, New Westminster (2036)
Land Inspector, New Westminster (49253)
Provincial Assessor, New Westminster
Mr. E. Slaght, District Marine Agent, Box 1180, Victoria, B. C.

LAND INSPECTION
DIVISION

SEP 9 1968

COURT HOUSE
NEW WESTMINSTER, B. C.

R.H. Goodchild
0213981

September 6, 1968.

River Towing Company Limited,
1990 Kent Street,
Vancouver 15, B.C.

Dear Sirs:

With reference to your application to lease Lot 6714, Group 1, New Westminster District for log booming and storage.
I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of 2 years

to date from 1st July 1967, the expiry date of the former lease.
The proposed lease indenture, when issued, will be dated
Annual lease rental will commence from this date, and is payable in advance.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Department of Transport, Canada and subject to cancellation on 90 days notice at the discretion of the Lessor.

The proposed lease will contain the following provisos:

Provided, also, that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log booming and storage for logs of the Lessee.

Provided, also, that upon the Crown lands no longer being used by the Lessee for log booming and storage purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease.

Occupational rental will be payable for the use of the premises prior to the issuance of the lease, from at per annum.

RHG:al

Continued . . .

The rental has been established at the rate of $ 95.00 per annum [illegible] Upon receipt of the sum of $195.00 representing the 2 years rental and the statutory lease fee of $5.00 and [illegible] which monies are required to be remitted within 30 days from this date, preparation of the proposed lease will be proceeded with.

In the event a reply is not received within the time allowed, the Department will have no alternative but to reconsider and disallow the application for failure on your part to comply with Departmental requirements.

Yours truly,

W.R. REDEL
Director of Lands

cc Land Commissioner, New Westminster (2036)
Land Inspector, New Westminster (49253)
[illegible]

This proposed lease will be issued subject to the following proviso:

Provided, also, that this lease is issued and accepted subject to cancellation on the termination of the agreement dated 9th April, 1968 made between Her Majesty the Queen in right of Canada, represented by the Minister of Citizenship and Immigration, Indian Affairs Branch, and the Lessee with respect to the use of Indian Reserve No. 1 (Scowlitz).

L.B. 104

cc: Land Commissioner, New Westminster
Land Inspector, New Westminster
Provincial Assessor, New Westminster

December 27, 1962

LAND INSPECTION DIVISION
DEC 28 1962
COURT HOUSE
NEW WESTMINSTER, B. C.

River Towing Company Limited
1990 Kent St.
Vancouver 15, B.C.

Our file: 0213981
Attention: LEASES

Dear Sir:

Enclosed herewith is lease covering

Lot 6714, Group 1 New Westminster District

issued in the name of **your Company**

dated **July 1st, 1962** containing **5.14** acres and
issued for a period of **5** years, for **log holding and booming**
purposes, at the rental of $ **95.10** per annum, duly executed
by the Deputy Minister of Lands, together with General Receipt
79881 H for $ **100.20**, being lease fee
and rental in this connection to **July 1st, 1963.**

Yours truly,

D. BORTHWICK
Superintendent of Lands.

gjr

844

c.c. Land Commissioner, New Westminster. (File: 2036)
Land Inspector, New Westminster. (Req: 25477)
Provincial Assessor, New Westminster.

October 19, 1962.

LAND INSPECTION
DIVISION

OCT 24 1962

COURT HOUSE
NEW WESTMINSTER, B. C.

Our file: 0213981
Attention: Leases

River Towing Company Limited,
1990 Kent Street,
VANCOUVER 5, B. C.

Dear Sirs:

With reference to your application to renew your former lease covering Lot 6714, Group 1 New Westminster District, containing 5.14 acres for log holding and booming purposes, I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of five years to date from July 1, 1962, the expiry date of the former lease.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Department of Public Works, Canada and subject to cancellation on 90 days notice at the discretion of the Lessor.

The proposed lease will contain the following provisos:

"Provided, also, that this lease is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log holding and booming for logs of the Lessee."

"Provided, also, that upon this lease no longer being used by the Lessee for log holding and booming purposes aforesaid, the same shall forthwith ipso facto determine and all rights of the Lessee hereunder to the Crown lands shall thereupon cease."

"Provided, also, that this lease is issued and accepted subject to cancellation on the termination of the agreement dated September 6, 1962 made between Her Majesty the Queen in right of Canada, represented by the Minister of Citizenship and Immigration, Indian Affairs Branch, and the Lessee with respect to the use of Indian Reserve No. 1 (Seowlits)."

The rental has been established at the rate of $95.10 per annum. Upon receipt of the sum of $100.10 being the first years rental plus the statutory lease fee of $5.00, which monies are required to be remitted within 30 days from this date, preparation of the proposed lease will be proceeded with. In the event a reply is not received within the time allowed, the Department will have no alternative but to reconsider and disallow your application for failure on your part to comply with our requirements.

Yours truly,

D. BORTHWICK
Superintendent of Lands.

WCF:ag

P.S. Returned herewith is the copy of the agreement made between your Company and the Indian Affairs Branch which was forwarded with your letter of October 10, 1962.

LOG STORAGE AND BOOMING GROUNDS
FRASER RIVER - YALE TO PITT RIVER

APPRAISAL REPORT

G.A.file : 2036
Request No.: 25477
Victoria File No.: 0213981
District File No.: F.L. 6714, Gp. 1, NWD.

Name of Lessee: **River Towing Company, Limited**
Legal Description: **Lot 6714, Group 1, N.W.D.**
Acreage: **5.14 Ac.**

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes. **No log dumping**	10	0
2. Hazards of the Site		
(a) Wind **No adverse effect.**	5	5
(b) Effect of current or tides (silting or rapid flow) **Fast HW current--a little silting.**	15	12
3. Period Usable		
(a) _____ acs.= _____% area usable 12 mths.=84 x ____% = ____		
(b) _____ acs.= _____% area usable 11 mths.=77 x ____% = ____		
(c) 5.14 acs.= 100% area usable 10 mths.=70 x 100% = 70		
(d) _____ acs.= _____% area usable 9 mths.=63 x ____% = ____		
(e) _____ acs.= _____% area usable 8 mths.=56 x ____% = ____		
(f) _____ acs.= _____% area usable 7 mths.=49 x ____% = ____		
(g) _____ acs.= _____% area usable 6 mths.=42 x ____% = ____		
(h) _____ acs.= _____% area usable 5 mths.=35 x ____% = ____		
(i) _____ acs.= _____% area usable 4 mths.=28 x ____% = ____		
(j) _____ acs.= _____% area usable 3 mths.=21 x ____% = ____		
(k) _____ acs.= _____% area usable 2 mths.=14 x ____% = ____		
(l) _____ acs.= _____% area usable 1 mth. = 7 x ____% = ____		
(m) _____ acres unusable		
5.14 .= total acres Total Rating--Period Usable	84	70
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment **42 miles to FOB Pitt River** over 30 miles--deduct 4 points for each additional 10 mile distance	20	16
(b) Value of Lease to the Company 1. Availability of alternate sites **Available but not as good**	10	7
2. Value of lease to the operation (a) Dumping and booming up to 30 points **A good storage** (b) Storage 20 points **area for logs** (c) Transit 15 points **coming out from Harrison drainage.**	30	20
3. Amenities and accessibility **Good.**	5	4
(c) Cost of developing and maintaining **Mooring dolphins & piling--above average maintenance costs.**	16	8
5. Upland Ownership Allow 5 points if upland owned by Crown **Upland on I.R.** Allow 0 points if upland privately owned or leased	5	0
TOTAL	200	142

Appraised value = $ 370 per acre.

Total value = $ 370 per acre × 5.14 total acreage = $ 1902

Lease rental at 5% of appraised value is $ 95.10 per annum.

Lease rental per acre per annum is $ 18.50

Remarks: **This is a good storage ground for logs coming from the Harrison Lake drainage since it is a convenient gathering point before starting downriver. No use being made of area at time of inspection. Applicant Company has secured Indian Department consent to 5-year renewal from July 1, 1962.**

Recommend renewal for a further 5-year term at a rental of $95.10 per annum. Expiry date should be June 30, 1967.

Date Inspected **September 26, 1962**

Land Inspector
A. F. Smith

c.c. Land Commissioner, New Westminster. (File: L 2036)
Land Inspector, New Westminster. (Req: 5410)

LAND INSPECTION
DIVISION

[illegible]

COURT HOUSE
NEW WESTMINSTER, B. C.

June 27, 1960

Our file: 0213981
Attention: Leases

River Towing Co. Ltd.,
c/o D.H. Burnett,
4725 Kingsway,
Burnaby 1, B. C.

Dear Sir:

With reference to our letter of approval dated November 27th, 1957 covering your application to lease certain foreshore in the Harrison River, I wish to advise that this area has now been surveyed as Lot 6714, Group 1, New Westminster District, containing 5.14 acres.

Accordingly a lease will be issued, subject to the provisions of the above letter, in your favour to date from the expiry of the notice gazetting the said survey viz: July 14th, 1960 for a period to run concurrent with the agreement with the Department of Indian Affairs, which expires June 30th, 1962, providing no valid reasons to the contrary arise in the meantime, at a rental of $93.04 per annum.

The following additional provisos will be incorporated in the lease:

"The Lessor reserves the right to grant rights-of-way to other persons across, through or over any portions of the lands hereby demised provided, however, the rights-of-way so granted shall not unnecessarily interfere with the rights granted by this lease or with the Lessee's improvements on the said lands. In the event that the Lessee's improvements are interfered with, compensation shall be set at the sole discretion of the Minister of Lands and Forests and his decision as to compensation shall be final."

"Provided, also, that this lease is subject to cancellation on termination of any Agreement made between Her Majesty the Queen represented by the Minister of Citizenship and Immigration, Indian Affairs Branch, and the Lessee with respect to the use of "Scowlitz" Indian Reserve No. 1."

Occupational rental will be payable for the use of the premises prior to the issuance of the lease from July 16th, 1956 at $93.04 per annum.

Upon receipt of the first years rental of $93.04, the Statutory Lease Fee of $5.00 and $372.16 occupational rental, which total sum of $470.20 should be forwarded within 30 days, preparation of the said lease will be proceeded with.

Yours truly,

C.T.W. HYSLOP

cc: Land Commissioner, New Westminster, File L.2036
A.F. Smith, Court House, New Westminster, B.C. Req. 5410

LAND INSPECTION DIVISION

DEC 3 - 1957

COURT HOUSE NEW WESTMINSTER, B.C.

November 27, 1957.

River Towing Company Ltd.,
c/o D.H. Burnett,
3733 Kingsway,
South Burnaby, B.C.

Our File 0213981
Attention: Leases

Dear Sirs:

With reference to your application to lease certain unsurveyed foreshore in Harrison River, for the purpose of a log holding and booming ground, I wish to advise that this application has been favourably considered over the reduced area outlined in red on the attached print, subject to you having the area surveyed within 6 months from date at your own expense. It is your obligation to contact the B.C. Land Surveyor of your choice who will act under instructions from the Surveyor General.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Department of Public Works of Canada, and subject to cancellation on 90 days notice at the discretion of the lessor.

The following special provisos will also be incorporated:-

"Provided, also, that this demise is granted to and accepted by the said Lessee on the express condition that the demised premises shall be used solely by the Lessee for the sole purpose of log holding, booming and towing operation for logs of the Lessee or those in the possession of the Lessee, its servants or agents.

"Provided, also that upon this lease no longer being used by the said Lessee for log holding, booming and towing operation purposes as aforesaid, the same shall forthwith ipso facto determine and all rights of the Lessee hereunder to the said lands and premises shall thereupon cease."

The proposed lease will issue to run concurrently with the agreement with the Department of Indian Affairs and rental will be established upon completion of survey at $18.10 per acre per annum or at a minimum of $50.00 per annum whichever is the greater amount.

Please advise this Department within 30 days whether or not you are prepared to accept the terms and conditions of the approval of this application.

Yours truly,

C.T.W. HYSLOP,
Superintendent of Lands.

SGE:LN

0013981

Vol 2

Province of
British Columbia

Ministry of
Environment,
Lands and Parks

Your contact is: **Gordon Dixon**
Examiner
660-5500

File: 0213981

June 27, 1994

OFFER OF LEASE

Rivtow Marine Ltd.
Box 3650
Vancouver, British Columbia
V6B 3Y8

Dear Sir or Madam:

We are pleased to offer you a Lease over **Block A of 1, New Westminster District, containing 0.363 hectare** red on the Legal Description Schedule of the Lease, **storage and booming purposes.**

This is to replace **Lease No. 234602.**

PRECONDITIONS

You can accept this offer by satisfying the following **27, 1994:**

94/06

L70 Rev 8

File: 0213981

TO WHOM IT MAY CONCERN

I, the undersigned, hereby give my license and authority to a Assignment dated December 31, 1990

by **RIVTOW STRAITS LIMITED (#133778)**

of Vancouver, B.C. of all its estate in the premises demised by an Indenture of Lease No. 234602 dated the 30th day of June, 1990 covering:

Block A of District Lot 6714, Group 1, New Westminster District

and made between Her Majesty the Queen (acting by the Minister of Crown Lands of the Province of British Columbia), of the one part, and

Rivtow Straits Limited (#133778)

of the other part,

unto **RIVTOW MARINE LTD. (#396933)**

of Vancouver, B.C. without prejudice to any rights which Her Majesty the Queen has or may have against the said

Rivtow Straits Limited (#133778)

under the covenants, conditions and provisions in the said Indenture of Lease contained, PROVIDED that this license is restricted to the particular Assignment hereby authorized and save as aforesaid the covenant in the said lease contained against assigning or underletting shall remain in full force and effect.

DATED AT BURNABY, British Columbia, this 8th day of August, 1991.

M Edwards

Authorized Signatory

N.B. This consent forms an integral part of the Lease Indenture and should be attached thereto.

For Land Title Office use: Page ___ of ___.

P ince of British Columbia Ministry of Crown Lands

Lease Aquatic Lands

Lease No. 234602 File No. 0213981

THIS LEASE dated for reference the 30th day of June, 1990.

IN PURSUANCE of the *LAND ACT* (Section 35) and the *LAND TRANSFER FORM ACT*

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Crown Lands, Parliament Buildings, Victoria, British Columbia

(hereinafter called the " Lessor")

OF THE FIRST PART

AND:

Rivtow Straits Limited, Inc. No. 379392
Box 3650
Vancouver, British Columbia
V6B 3Y8

(hereinafter called the " Lessee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter called the "Land");

NOW THEREFORE in consideration of the fee to be paid by, and the covenants of the Lessee, the parties agree as follows:

Article I - Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for *log storage and booming purposes*. .

Article II - Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a *term of 4 years commencing on the 30th day of June, 1990* (hereinafter called the Commencement Date").

Lease Aquatic Lands	File No. 0213981

Article III - Fees

(3.01) YIELDING AND PAYING THEREFORE for the term the fees prescribed in the Fee Schedule attached.

Article IV - Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

(a) to pay fees when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(f) to use and occupy the Land in accordance with the provisions of this lease and any Special Proviso Schedule;

(g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage, third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than $1,000,000.00, PROVIDED, however that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;

(h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change, except that when the Lessee is self-insuring this section shall not apply;

(j) to indemnify and save the Lessor harmless against all loss, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

Lease Aquatic Lands	File No. 0213981

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land,

and the Lessor may add the amount of such loss, damages, costs and liabilities to the fees and the amount so added shall be payable to the Lessor immediately;

(k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the ***Builders Lien Act***, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;

(l) on the expiration or earlier cancellation of this lease

(i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,

(ii) to restore the surface of the Land to the satisfaction of the Lessor, AND

(iii) notwithstanding section 4.01 (l)(i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed,

and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;

(m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Lessor;

(o) not to dredge or significantly displace beach material on the Land without the prior written consent of the Lessor;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land.

Article V - Assignment

(5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior consent of the Lessor.

Article VI - Covenants of the Lessor

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII - Provisos

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all of the terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

Lease Aquatic Lands	File No. 0213981

(b) title to and ownership of all buildings, structures and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;

(e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;

(f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the ***Commercial Arbitration Act;***

(g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;

(h) this lease and the term herein granted is subject to:

(i) all subsisting grants to or rights of any person made or acquired under the ***Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act*** , or ***Water Act*** , or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND

(ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the ***Land Act:***

(i) the Lessee acknowledges and agrees with the Lessor that

(i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,

(ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,

(iii) he shall not commence or maintain proceedings under section 60 of the ***Land Act*** in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the right, privileges or interests described in subsections (d) and (h) of section 7.01, AND

(iv) all schedules attached to this lease form an integral part of this lease.

Lease Aquatic Lands	File No. 0213981

Article VIII - Events of Default

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of fees, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of fees or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; OR

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of fees or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Article IX - Security

(9.01) The security in the sum of $1000.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed, Provided, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection.

(9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.

(9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.

Lease Aquatic Lands	File No. 0213981

(9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.04, cause the amount of security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

Article X - Notice

(10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article XI - Miscellaneous

(11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(11.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(11.04) Time is of the essence in this agreement.

Article XII - Interpretation

(12.01) In this lease, unless the contest otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions hereof.

(12.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the ***Land Transfer Form Act,*** those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

Lease Aquatic Lands	File No. 0213981

(12.04) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(12.05) If any section of this lease 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.

IN WITNESS WHEREOF, the parties have executed this lease 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 a duly authorized representative in the presence of:

M Edwards

D. VAN DER HORST
Authorized Representative

SIGNED on behalf of Rivtow Straits Limited by a duly authorized representative in the presence of

M. Barlow
4193 Bridgewater Crescent
Burnaby. B.C. V3N 4M7

SECRETARY
Authorized Representative

For Land Title Office use: Page ___ of ___.

Province of British Columbia Ministry of Crown Lands

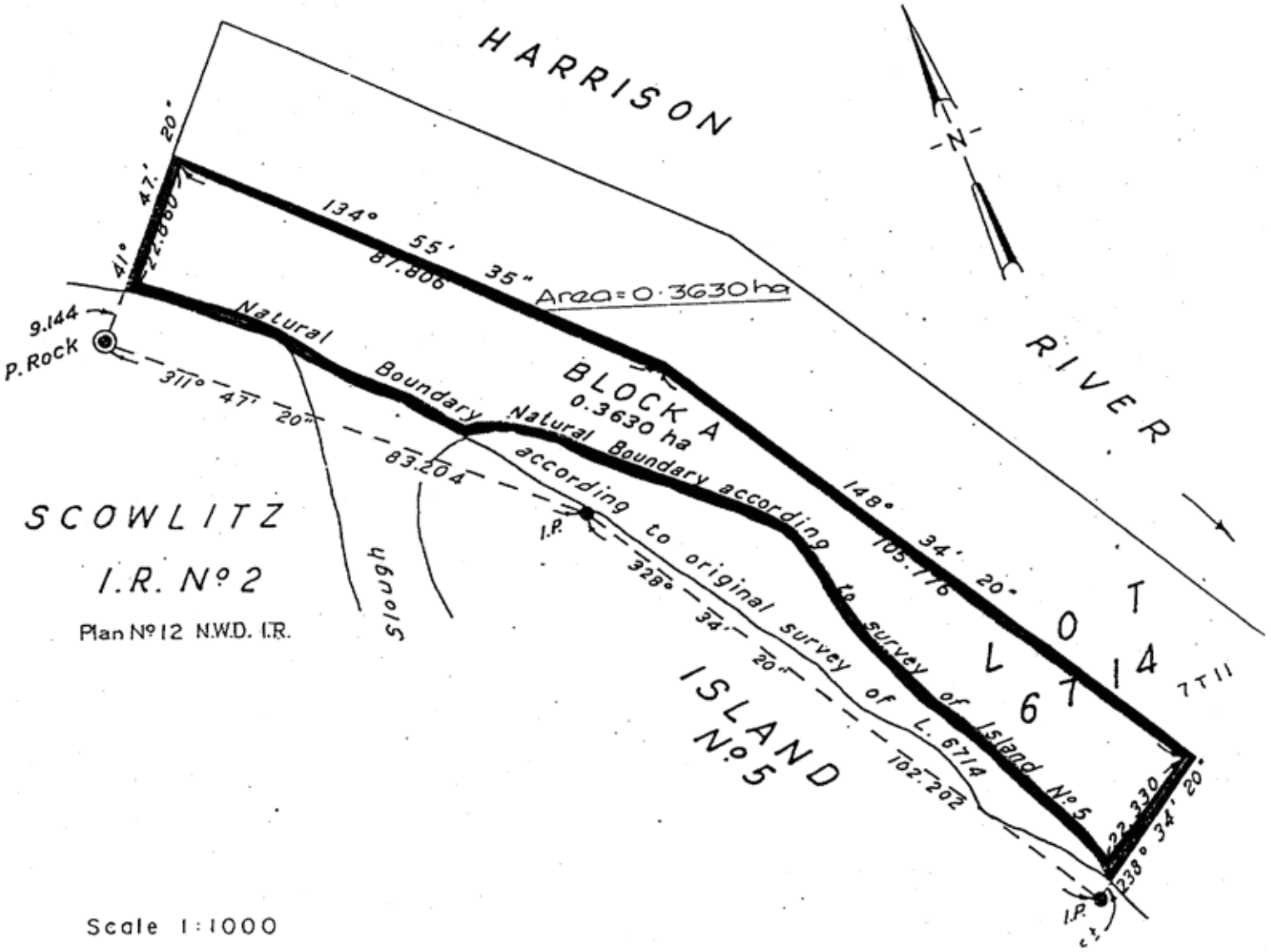
Legal Description Schedule

Lease No. 234602 File No. 0213981

1. Legal Description

Block A of District Lot 6714, Group 1, New Westminster District; as shown outlined in red on the sketch attached and containing 0.363 hectares.

2. Sketch Plan



COMPILED FROM OFFICIAL PLAN 64.T.II.25

49.14 GK

Province of British Columbia Ministry of Crown Lands

SPECIAL PROVISO SCHEDULE

Lease No. 234602 File No. 0213981

1. The Lessee shall

   (a) not anchor or secure any buildings, structures or improvements on the Land except as shown in the schedule attached to this Lease called the Legal Description Schedule;

   (b) not interrupt the movement of beach sedimentary material by water along the shoreline;

   (c) not construct a fence, bulkhead, groin, breakwater, floating boom or any structure by another name which acts in a like manner, on the Land, without the prior written consent of the Lessor;

   (d) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;

   (e) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the ***Waste Management Act***;

   (f) not use construction materials containing toxic substances, except in marine waters where the use of preservative-treated wood may be necessary;

   (g) not involve pile driving in the construction or maintenance of improvements on the Land without the prior written consent of the Lessor.

2. ADDITIONAL PROVISOS

   (a) There are no Additional Provisos.

For Land T

Province of British Columbia
Ministry of Crown Lands

Lease No. 234602

1. THE FEE SHALL BE

(a) for the first year of the term, a fee of $500.00 mencement Date; AND

(b) during the balance of the term, the annual fee this Schedule, payable in advance, beginning c Commencement Date and thereafter on each succes

2. The Lessor shall, in each year of the term not later t sary of the Commencement Date during those yea Lessee specifying the annual fee payable for the imm term and the annual fee specified in the notice shall the annual fee payable for the year of the term specif

3. If the Lessor does not give notice to the Lessee under for that year shall be equal to the annual fee payabl year of the term.

ENDORSEMENT No.	1	DATE OF ENDORSEMENT:	91-08-08
LEASE No.	234602	FILE No.	0213981

1.1

Assigned unto Rivtow Marine Ltd. (#396933),
December 31, 1991.

for Regional Director

L137 M28-826

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

File No. Document No. Invoice No. Statement Date:
Due Date:

Name:

L 25447

COMP ENT'D. MAY 16 1996 RECEIVED MAY 15 1996 20010077

535.00

Balance Owing $

Regional office use only

$

BY J Hillyer

ENTER AMOUNT OF PAYMENT $

FS 79 (FIN) REV. 88/10

ORIGINAL

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

RMS SERVICE NO: 0757
File No 0213981 Document 35638 Invoice No.

Statement Date 95/06/30
Due Date 95/06/30

RECEIVED
MAY 15 1995
535.00

Name: RIVTOW MARINE LTD.

PLEASE ENTER ADDRESS CHANGES BELOW:

STREET _____

CITY _____

POSTAL CODE _____ PHONE NO. _____

L 50752

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS
LANDS OPERATIONS
BY

MAY 15 1995

535.00

Balance Owing $

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

ENTER AMOUNT OF PAYMENT $ 535 | 00

Regional office use only

ENVIRONMENT, LANDS AND PARKS
SUITE 401 - 4603 KINGSWAY
BURNABY
B.C.
V5H 4M4 PH: (604) 660-5500

MAY 15 1995

20037503

COMPUTED

REV. 91/11

ORIGINAL

RIVTOW MARINE LTD.
REMITTANCE ADVICE

1141510

INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT	ICE NO.	AMOUNT
021398194	695.50				
TOTAL		695.50			

20005338

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS
LANDS OPERATIONS

AUG 19 1994

#40[illegible] - 4603 KINGSWAY
BURNABY, B.C. V5H 4M4

Province of
British Columbia

Ministry of
Environment,
Lands and Parks

LOWER MAINLAND REGION
Lands Operations Division
Suite 401 , 4603 Kingsway
Burnaby, BC V5H 4M4
Telephone: (604) 660-5500
Facsimile: (604) 660-5538

GST Registration No. R107864738

Your contact is: **Gordon Dixon**
Examiner
660-5500

Doc to GD
Aug 19/94

File: 0213981

June 27, 1994

OFFER OF LEASE

#0213981

Rivtow Marine Ltd.
Box 3650
Vancouver, British Columbia
V6B 3Y8

RECEIVED
AUG 19 1994
$ 695.50
BY

20005338

Dear Sir or Madam:

We are pleased to offer you a Lease over **Block A of District Lot 6714, Group 1, New Westminster District, containing 0.363 hectares, as shown outlined in red on the Legal Description Schedule of the Lease,** (the "Land") for **log storage and booming purposes.**

This is to replace **Lease No. 234602.**

COMP ENT'D AUG 22 1994

PRECONDITIONS

You can accept this offer by satisfying the following preconditions by **August 27, 1994:**

94/08/27

1. FEES PAYABLE

You need to pay the following fees:

Lease Rental	$	500.00 T*
Documentation Fee	$	150.00 T*
GST (7% X $650.00)	$	45.50
TOTAL	$	695.50

T* - denotes GST payable

Please make your cheque or money order payable to the Minister of Finance and Corporate Relations.

2. LIABILITY INSURANCE

You need to obtain a comprehensive general liability insurance policy with a limit of **$1,000,000.00** per occurrence. Evidence of this insurance must be submitted to our office upon request.

3. SIGNING OF DOCUMENTS

The enclosed Lease documents must all be signed in the spaces provided on the signature page by company officers who have the power to sign on behalf of the corporation. Then a witness must sign. The witness can be any adult other than a person signing on behalf of the corporation or a member of that person's family. Return all copies to our office. An originally executed copy will be sent back to you.

REMINDER: This offer expires if you do not satisfy the above preconditions **by August 27, 1994.**

AGREEMENT TO FURTHER TERMS

By accepting this offer, you agree that:

(a) This offer cannot be transferred to another person;
(b) This offer and the Lease does not guarantee that:
    (i) the Land is suitable for the approved use,
    (ii) it can be built on,
    (iii) there is access to it, and
    (iv) it is not susceptible to flooding or erosion;
(c) This offer shall survive the signing and issuance of the Lease provided that in the event of any contradiction between the terms of the offer and the Lease, the Lease shall prevail;

Province of
British Columbia

Ministry of
Environment,
Lands and Parks

LOWER MAINLAND REGION
Lands Operations Division
Suite 401 , 4603 Kingsway
Burnaby, BC V5H 4M4
Telephone: (604) 660-5500
Facsimile: (604) 660-5538

GST Registration No. R107864738

Your contact is: **Gordon Dixon**
Examiner
660-5500

File: 0213981

June 27, 1994

OFFER OF LEASE

Rivtow Marine Ltd.
Box 3650
Vancouver, British Columbia
V6B 3Y8

Dear Sir or Madam:

We are pleased to offer you a Lease over **Block A of District Lot 6714, Group 1, New Westminster District, containing 0.363 hectares, as shown outlined in red on the Legal Description Schedule of the Lease,** (the "Land") for **log storage and booming purposes.**

This is to replace **Lease No. 234602.**

PRECONDITIONS

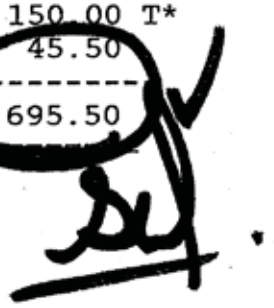
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94/08/27

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GST (7% X $650.00)	$	45.50
TOTAL	$	695.50



T* - denotes GST payable

Please make your cheque or money order payable to the Minister of Finance and Corporate Relations.

2. **LIABILITY INSURANCE**

You need to obtain a comprehensive general liability insurance policy with a limit of **$1,000,000.00** per occurrence. Evidence of this insurance must be submitted to our office upon request.

3. **SIGNING OF DOCUMENTS**

The enclosed Lease documents must all be signed in the spaces provided on the signature page by company officers who have the power to sign on behalf of the corporation. Then a witness must sign. The witness can be any adult other than a person signing on behalf of the corporation or a member of that person's family. Return all copies to our office. An originally executed copy will be sent back to you.

REMINDER: **This offer expires if you do not satisfy the above preconditions by August 27, 1994.**

AGREEMENT TO FURTHER TERMS

By accepting this offer, you agree that:

(a) This offer cannot be transferred to another person;
(b) This offer and the Lease does not guarantee that:
    (i) the Land is suitable for the approved use,
    (ii) it can be built on,
    (iii) there is access to it, and
    (iv) it is not susceptible to flooding or erosion;
(c) This offer shall survive the signing and issuance of the Lease provided that in the event of any contradiction between the terms of the offer and the Lease, the Lease shall prevail;

(d) In accordance with the provisions of the Land Act, this offer is not binding upon the Crown until the Lease is signed by the Crown;
(e) Time is of the essence in this offer.

By acc ng this offer, you confirm that:

(a) You (or your authorized representative) have inspected the Land and are fully aware of its condition;
(b) You have knowledge of all municipal and regional bylaws regulating the use and development of the Land;
(c) Your company is incorporated or registered in British Columbia under No. **247341** and has the legal capacity to acquire land.

ADDITIONAL INFORMATION

For your information:

Please note the various provisos outlined on the Special Proviso Schedule of your lease.

FREEDOM OF INFORMATION

Personal information is collected by BC Lands pursuant to the Land Act for the purpose of administering Crown land. Information on your application, and if approved, subsequent tenure will become a part of the Crown Land Registry, which is routinely made available to the public under freedom of information legislation.

If you have any questions, please contact **Gordon Dixon** at **660-5500.**

Yours sincerely,

Authorized Representative

D. VAN DER HORST

Province of British Columbia

Ministry of Environment, Lands and Parks

Lease Aquatic Lands

Lease No.

File No. 0213981

THIS LEASE dated for reference the **20th day of June, 1994.**

IN PURSUANCE of the *LAND ACT* (Section 35) and the *LAND TRANSFER FORM ACT*

BETWEEN:

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

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

Rivtow Marine Ltd. (Inc. No. 247341)
Box 3650
Vancouver, British Columbia
V6B 3Y8

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter called the "Land");

NOW THEREFORE in consideration of the fee to be paid by, and the covenants of the Lessee, the parties agree as follows:

Article I - Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for **log storage and booming purposes.**

Article II - Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a *term of* **5 years** *commencing on the* **30th day of June, 1994** (hereinafter called the Commencement Date").

Lease Aquatic Lands	File No. 0213981

Article III - Fees

(3.01) YIELDING AND PAYING THEREFORE for the term the fees prescribed in the Fee Schedule attached.

Article IV - Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

(a) to pay fees when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(f) to use and occupy the Land in accordance with the provisions of this lease and any Special Proviso Schedule;

(g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage, third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than **$1,000,000.00**, PROVIDED, however that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;

(h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change, except that when the Lessee is self-insuring this section shall not apply;

(j) to indemnify and save the Lessor harmless against all loss, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

Lease Aquatic Lands	File No. 0213981

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land,

and the Lessor may add the amount of such loss, damages, costs and liabilities to the fees and the amount so added shall be payable to the Lessor immediately;

(k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the ***Builders Lien Act***, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;

(l) on the expiration or earlier cancellation of this lease

(i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,

(ii) to restore the surface of the Land to the satisfaction of the Lessor, AND

(iii) notwithstanding section 4.01 (l)(i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed,

and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;

(m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Lessor;

(o) not to dredge or significantly displace beach material on the Land without the prior written consent of the Lessor;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land.

Article V - Assignment

(5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior consent of the Lessor.

Article VI - Covenants of the Lessor

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII - Provisos

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all of the terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

Lease Aquatic Lands	File No. 0213981

(b) title to and ownership of all buildings, structures and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;

(e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;

(f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the *Commercial Arbitration Act;*

(g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;

(h) this lease and the term herein granted is subject to:

(i) all subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act* , or *Water Act* , or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND

(ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act:*

(i) the Lessee acknowledges and agrees with the Lessor that

(i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,

(ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,

(iii) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the right, privileges or interests described in subsections (d) and (h) of section 7.01, AND

(iv) all schedules attached to this lease form an integral part of this lease.

Lease Aquatic Lands	File No. 0213981

Article VIII - Events of Default

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of fees, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of fees or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; OR

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of fees or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Article IX - Security

(9.01) The security in the sum of **$4000.00** and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed, Provided, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection.

(9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.

(9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.

Lease Aquatic Lands	File No. 0213981

(9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.04 cause the amount of security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

Article X - Notice

(10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article XI - Miscellaneous

(11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(11.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(11.04) Time is of the essence in this agreement.

Article XII - Interpretation

(12.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions hereof.

(12.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the ***Land Transfer Form Act,*** those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

Lease Aquatic Lands	File No. 0213981

(12.04) Where in this lease there is a reference to an enactment of the Province of British Colu ia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(12.05) If any section of this lease 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.

IN WITNESS WHEREOF, the parties have executed this lease 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:

_____

_____

_____

_____

Authorized Signatory

SIGNED on behalf of **Rivtow Marine Ltd.** by a duly authorized signatory in the presence of:

_____

_____

_____

_____

Authorized Signatory

Province of British Columbia
Ministry of Environment, Lands and Parks

Legal Description Schedule

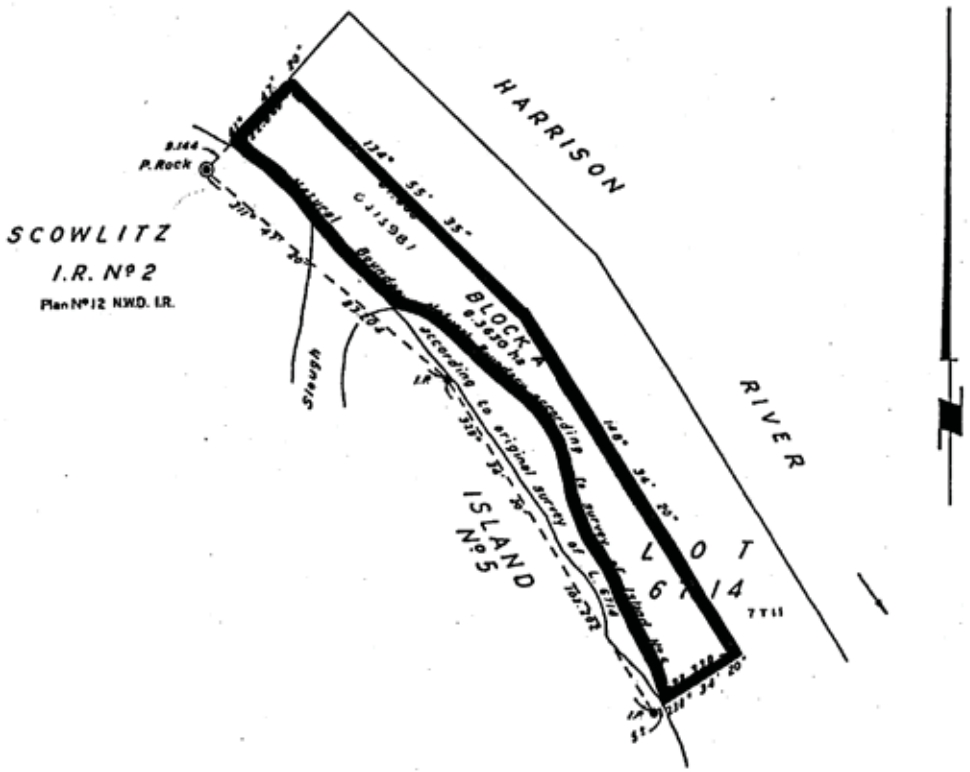
Lease No.

File No. 0213981

1. Legal Description

Block A of District Lot 6714, Group 1, New Westminster District, as shown outlined in red on the sketch below and containing 0.363 hectares.

2. Sketch Plan



Scale = 1:2000

COMPILED FROM OFFICIAL PLAN 64.T.1125.

Province of British Columbia
Ministry of Environment, Lands and Parks

SPECIAL PROVISO SCHEDULE

Lease No. File No. 0213981

1. The Lessee shall

(a) not anchor or secure any buildings, structures or improvements on the Land except as shown in;

(b) not interrupt the movement of beach sedimentary material by water along the shoreline;

(c) not construct a fence, bulkhead, groin, breakwater, floating boom or any structure by another name which acts in a like manner, on the Land, without the prior written consent of the Lessor;

(d) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;

(e) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the ***Waste Management Act***;

(f) not use construction materials containing toxic substances, except in marine waters where the use of preservative-treated wood may be necessary;

(g) not involve pile driving in the construction or maintenance of improvements on the Land without the prior written consent of the Lessor.

2. ADDITIONAL PROVISOS

(a) The Lessee covenants and agrees to ~~obtain a permit from~~ meet the conditions of if required the Canadian Coast Guard under the Navigable Water Protection Act,

Province of British Columbia
Ministry of Environment, Lands and Parks

FEE SCHEDULE

Lease No. File No. 0213981

1. THE FEE FOR THE TERM SHALL BE

   (a) for the first year of the term, a fee of **$500.00** payable in advance on the Commencement Date; AND

   (b) during the balance of the term, an annual fee of $500 or the amount determined by the Lessor under this Schedule, whichever is the greater, payable in advance, beginning on the first anniversary of the Commencement Date and thereafter on each successive anniversary of that date.

2. In this Schedule

   - "Land Value", in reference to the Land, means the value of the Land as determined by the Lessor in his sole discretion;
   - "Notice" means a notice in writing to the Lessee under section 5;
   - "Rate", in reference to the calculation of the annual fee payable during the term of this Lease means **8%**.

3. The annual fee payable under section 1(b) shall be an amount equivalent to the product of the Rate multiplied by the Land Value.

4. The Lessor shall, from time to time, calculate the annual fee under section 1(b) in accordance with section 3 and the calculation of the Lessor shall be final and binding on the Lessee.

5. The Lessor shall, not less than 30 days before each anniversary of the Commencement Date during the term, give written notice to the Lessee specifying the annual fee payable under section 1(b) for the immediately succeeding year of the term and the annual fee specified in the notice shall constitute conclusive evidence of the annual fee payable for the year of the term specified therein.

6. If the Lessor does not give notice to the Lessee under section 5, the annual fee shall be equal to the annual fee calculated or in force during the immediately preceding year of the term.

CONSENT ACREEMENT

THIS ACREEMENT made effective as of June 30, 1994.

BETWEEN: SCOWLITZ INDIAN BAND
Box 76
Lake Errock, B.C.
V0M 1N0
(hereinafter called "the Band")

OF THE FIRST PART

AND: RIVTOW MARINE LTD
P.O. 3650
Vancouver, B.C.
V6B 3Y8
(hereinafter called "Rivtow")

OF THE SECOND PART

WHEREAS:

A. Members of the Band exercise their rights to fish at various locations in and on the banks of the Fraser and Harrison Rivers.

B. Rivtow operates towboats and log boom storage facilities at various locations in the Fraser and Harrison Rivers.

C. Rivtow has requested permission from the Band to interfere with the Band's riparian rights along a distance of approximately 1,795 feet of foreshore of Scowlitz Indian Reserve #1 and along a distance of approximately 637 feet of foreshore of Williams Indian Reserve #2.

IT IS ACREED AND UNDERSTOOD that this consent is granted on the following terms and conditions to which Rivtow and the Band agree:

1. . .e area is to be used for log storage.

2. Rivtow shall not impede, prohibit, interfere or deter fishing by Band members, with their log booms.

3. The Boat Ramp area at the down river end of Lot 6681 will remain accessible at all times.

4. Rivtow will agree to #2 by:

   (a) reducing speed through this area.

   (b) ensuring that booms are not hanging below the bottom dolphin on Lot 6681.

   (c) erecting signs in the following locations:

      (i) at the top and bottom of both water lots to clearly outline the storage area.

      (ii) "reduce speed" sign at top end of Lot 6714.

5. In the event that damage occurs to a Band members' boat or fishing gear as a result of Rivtow failing to fulfill the above obligations, Rivtow will reimburse the Band members for such damage.

6. Rivtow shall have the right to install such devices as it may deem necessary to moor logs and use such natural facilities as may be available, provided no damage is done to the freehold. Rivtow is responsible for removing these devices at the termination of the lease or renewal term.

7. Rivtow will pay and discharge all taxes, rates, duties and assessments whatsoever now charged or hereafter to be charged upon the said water lots or upon Rivtow for its use of the said water lots.

8. Rivtow will not without prior written consent of the Band, which consent shall not be unreasonably withheld, assign the Lease.

9. Rivtow will indemnify and save the Scowlitz Indian Band harmless from all loss, damage, costs, actions and suits arising out of or in connection with the use of the water lot by Rivtow.

10. The term of consent is five years, commencing June 30, 1994 and terminating June 29, 1999.

11. This agreement may be terminated by either party with 6 months written notice.

12. Rivtow shall pay to the ~~Ministry~~ Department of Indian Affairs and Northern Development the following amounts on or before the the following dates:

June 30, 1994	$3,800.00
June 30, 1995	3,920.00
June 30, 1996	4,030.00
June 30, 1997	4,150.00
June 30, 1998	4,280.00

13. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands.

RIVTOW MARINE LTD

SCOWLITZ INDIAN BAND

Andrew Phillips

Manager

RIVTOW MARINE LTD.
REMITTANCE ADVICE

VOICE NO.	AMOUNT	INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT
021398193	535.00	025524393	2,043.70	026846893A	29.26
TOTAL		2,607.96			

RECEIVED
MAY 26 1993
$ 535.00
BY

B/R

20001929

MAY 26 1993
MAY 27 1993
COMP. ENV'L
#40 - 4603 KINGSWAY
BURNABY, B.C. V5H 4M4

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

RMS SERVICE NO: 0757
File No. 0213981 Document No. 234602 Invoice No.

Statement Date: 93/04/30
Due Date: 93/06/30

Name: RIVTOW STRAITS LIMITED

L 51021

PLEASE ENTER ADDRESS CHANGES BELOW:

STREET _____

CITY _____

POSTAL CODE _____ PHONE NO. _____

20001929

Balance Owing $ 535.00

Regional office use only

ENVIRONMENT. LANDS AND PARKS
SUITE 401 - 4603 KINGSWAY
BURNABY
B.C.
V5H 4M4 PH: (604) 660-5500

ENTER AMOUNT OF PAYMENT $ 535 | 00

REV. 91/11

ORIGINAL

TAS ACCOUNT ADJUSTMENT REQUISITION

Date: 92-10-06 File: 0213981

From: Tammy Zemlak To: Judy Thom
(for Sr. Engineer) Supervisor, Accounting Serv

( ) REFUND:

$ Amount: _____

Reason: _____

( ) SECURITY REFUND/RELEASE:

$ Amount: _____

Reason: _____

( ) TRANSFER OF FUNDS:

$ Amount: _____

From File # _____ To File # _____

Reason: _____

(✓) RENT ADJUSTMENT:

$ Amount: .01 ~~AR~~ AR

COMP ENT'D OCT 26 1992

Increase _____ or Decrease .01 AR

Reason: This should be written off.

( ) OTHER: (Explanation and $ Amount Please)

JE 4089 rv

Accounts: _____

Date: _____

```
------------------------------ Account Inquiry -------------------- TASSA33 --
Client Name  : RIVTOW STRAITS LIMITED                        LEASE
File Number  : 0213981                                  Ten Stat : ACTIVE
Expiry       : 94/06/30 Security Act :      1000.00 BL  Princ Due:          .00
Review       : 94/06/30           Pend:          .00     Other Due:          .00
CLA Project  :                    Blkt:                  Int Due  :          .00
Interest to  : 92/10/06 Current Rent :       500.00     GST Due  :          .00
================================================================================
  Date       Reference    Revenue Code     Charge       Payment       Balance
91/07/31  19910731         C618               3.17                       504.56
91/08/19  7382  /20028461 C618               2.74                       507.30
91/08/19  7382  /20028461 C601              35.00                       542.30
91/08/19  7382  /20028461 C102                            535.00         7.30
91/10/23  8399  /20028976 C102                              7.29          .01
91/10/23  8399  /20028976 C313                             32.71       -32.70
91/10/23  8399  /20028976 C314              32.71                         .01
92/06/30            10875 C601             500.00                       500.01
92/06/30            10875 C313              35.00                       535.01
92/06/19  7602  /20030863 C102                            535.00          .01
92/06/19  7602  /20030863 C313                             35.00       -34.99
92/06/19  7602  /20030863 C314              35.00                         .01
PF1  RECALC  PF2  ....... PF3  ....... PF4  NOTES   PF5  TENURE  PF6  REVERSE
PF7  BACK    PF8  DEFINE  PF9  HELP    PF10 FORWARD PF11 EXIT    PF12 PREV
```

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

RMS SERVICE NO: 0757
File No. 0213981 Document No. 234602 Invoice No.

Statement Date: 92/04/30
Due Date: 92/06/30

Name: RIVTOW STRAITS LIMITED

PLEASE ENTER ADDRESS CHANGES BELOW: COMP ENT'D JUN 22 1992

STREET _____ 20030863

CITY _____

POSTAL CODE _____ PHONE NO. RECEIVED

Balance Owing $ 535.00

L11912

Regional office use only

ENVIRONMENT. LANDS AND PARKS
SUITE 401 - 4603 KINGSWAY
BURNABY
B.C.
V5H 4M4 PH: (604) 660-5500

JUN 19 1992
$ 535.00
BY J Lings

ENTER AMOUNT OF PAYMENT $ 535 | 00

REV. 91/11

ORIGINAL

RIVTOW MARINE LTD.
REMITTANCE ADVICE

VOICE NO.	AMOUNT	INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT
021398192	535.00				
TOTAL		535.00			

MINIS O PARA3
B H 4M4

RIVTOW MARINE LTD.
REMITTANCE ADVICE

1141510

IVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT
2139810891	7.29		7.29	20028975	
TOTAL					

MINISTRY OF LANDS AND PARKS
LANDS OPERATIONS

OCT 2 3 1991

5-401 - 4603 KINGSWAY
BURNABY, B.C. V5H 4M4

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

File No. 0213981 Document No. 234602 Invoice No. Possible assignment check. Statement Date: 91/08/31 Due Date: P

Name: RIVTOW STRAITS LIMITED

L 18636

PLEASE ENTER ADDRESS CHANGES BELOW:

STREET RIVTOW MARINE LTD

CITY P.O BOX 3650 address

POSTAL CODE

TO M.D. for address change 7.29

RECEIVED OCT 23 1991

Balance Owing $ COMP ENT'D OCT 24 1991

ENTER AMOUNT OF PAYMENT $ 7.29

Regional office use only

LANDS AND PARKS
SUITE 401 - 4603 KINGSWAY
BURNABY
B.C.
V5H 4M4

$ 7.29

FY J Zemlak

'9 (FIN) REV. 88/10 ORIGINAL

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

File No. 0213981 Document No. 234602 Invoice No. **RECEIVED** Statement Date: 91/06/30 Due Date:

Name: RIVTOW STRAITS LIMITED

AUG 19 1991

PLEASE ENTER ADDRESS CHANGES BELOW $ 535.00 COMP ENT'D AUG 20 1991

STREET

CITY BY J. Zemlak

POSTAL CODE

535.00
~~500.00~~

Balance Owing $

L 11940

Regional office use only

LANDS AND PARKS
SUITE 401 - 4603 KINGSWAY
BURNABY
B.C.
V5H 4M4

20028461

ENTER AMOUNT OF PAYMENT $ 535 00

79 (FIN) REV. 88/10

ORIGINAL

RIVTOW MARINE LTD.
REMITTANCE ADVICE

IVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT
021398191	535.00		535.00		
TOTAL					

MINISTRY OF LANDS AND PARKS
LANDS OPERATIONS

AUG 19 1991

#401 - 4503 KINGSWAY
BURNABY, B.C. V5H 4M4

MINISTRY FILE_NO.	MINISTRY LEASE_NO	RML FILE_
0206418	231671	1015
0209233	234267	1104
0207034	231192	1118
0208447	232016	1022
0208448	231392	1023
0213981	234252	1019
0217226	231388	1009
0223358	231408	1126
0230840	233212	1117
0231531	231359	1107
0231532	231217	1106
0239275	231355	1123
0255243	233071	1102
0256240	231712	1201
0262487	232643	1429
0266434	233019	1443
0266985	231596	1024
0268468	233030	2101
0268547	233619	1128
0271048	233271	1103
0271935	234284	1442
0275016	231621	1121

Rutcor Marine Ltd.
Assignment fee + GST
250 + 17.50

$267.50

RECEIVED
JUL - 9 1991
$ 267.50
BY JZ.

COMP ENT'D JUL 11 1991
20028093

Province of
British Columbia

Ministry of

Lands and Parks

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

File: 0213981

Date: 91-06-06

Rivtow Straits Limited
P. O. Box 3650
Vancouver, B.C.
V6B 3Y8

Attention: Sari Fleming

Dear Sirs:

It is my pleasure to enclose your original copy of Lease Number 234602 duly executed on behalf of the Regional Director.

The Lease is issued for a term of four (4) years commencing the 30th day of June, 1990 for log storage and booming purposes at the rental of $500.00 per annum.

This Lease covers Block A of District Lot 6714, Group 1, New Westminster District.

Please do not hesitate to contact me if you have any questions or require assistance. It continues to be our pleasure to be of service.

JUN 11 1991

Yours truly,

CJ

Carol Johnson
Examiner

CJ:bmp

Enclosure

cc. B.C. Assessment Authority, Dewdney-Alouette
Surveyor General Branch, Victoria
Regional District of Fraser-Cheam

COMP ENT'D JUN 14 1991
JB. JE 2417
Set up AR - rent
June 30 $500 per CJ

Province of British Columbia
Ministry of Crown Lands

Lower Mainland Lands Region
Suite 401 , 4603 Kingsway
Burnaby, B.C.
V5H 4M4
Telephone: (604) 660-5500

GST Registration No. R107864738

Your contact is: **Ruth A. Green**
Examiner
660-5500

Our File: 0213981

April 9, 1991

OFFER OF LEASE

Rivtow Straits Limited
Box 3650
Vancouver, British Columbia
V6B 3Y8

Attention: Sari Fleming

Dear Sirs:

We are pleased to offer you a Lease over **Block A of District Lot 6714, Group 1, New Westminster District;** (the "Land") for **log booming and storage purposes.**

This is to replace **Lease #234252.**

You can accept this offer by providing us with the following **by ~~May~~ June 9, 1991.**

FEES PAYABLE

Payment of the fees as outlined below:

Lease Rental	$500.00	T*
Documentation Fee	$150.00	T*
GST (7% X $650.00)	$ 45.50	
TOTAL	$695.50	

T* denotes - GST payable

Please make your cheque or money order payable to the Minister of Finance and Corporate Relations.

91-06-10
00305

Rev3(01/91)

LIABILITY INSURANCE

A Certificate of Insurance, in the attached form, confirming that:

1. Yo ave obtained a comprehensive general liability insurance policy with a limit of **$1,000,000.00** per occurrence;

2. Her Majesty the Queen in Right of the Province of British Columbia, her employees, servants and agents are a named insured on the policy; and

3. The policy includes cross-liability and blanket contractual liability clauses or endorsements.

APPROVALS/CONSENTS/PERMITS

That you will have provied us with the written consent of the Scowlitz Indian Band. Failure to provide this consent within 30 days from the date of this letter will make our offer null and void. VUS

SIGNING OF DOCUMENTS

Please ensure the enclosed Lease documents are signed by company officers who have the power to sign on behalf of the Corporation. Return all copies to our office and an originally executed copy of the Lease will be sent back to you.

If you accept this offer, you agree that:

1. This offer cannot be transferred to another person;
2. This offer and the Lease does not guarantee that:
   (a) the Land is suitable for the approved use,
   (b) it can be built on,
   (c) there is access to it, and
   (d) it is not susceptible to flooding or erosion;
3. This offer shall survive the signing and issuance of the Lease provided that in the event of any contradiction between the terms of the offer and the Lease, the Lease shall prevail;
4. In accordance with the provisions of the Land Act, this offer is not binding upon the Crown until the Lease is signed by the Crown.

If you accept this offer, you confirm that:

A. You (or your authorized representative) have inspected the Land and are fully aware of its condition;
B. You have knowledge of all municipal and regional bylaws regulating the use and development of the Land;
C. Time is of the essence;
D. Your company is incorporated or registered in British Columbia under No. **379392** and has the legal capacity to acquire land.

This offer expires if you do not accept it within the time period stated.

If you have any questions, please contact **Ruth A. Green** at **660-5500.**

Yours sincerely,



Authorized Representative

Province of British Columbia Ministry of Crown Lands

Lease Aquatic Lands

Lease No. File No. 0213981

THIS LEASE dated for reference the **30th day of June, 1990.**

IN PURSUANCE of the *LAND ACT* (Section 35) and the *LAND TRANSFER FORM ACT*

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Crown Lands, Parliament Buildings, Victoria, British Columbia

(hereinafter called the " Lessor")

OF THE FIRST PART

AND:

Rivtow Straits Limited, Inc. No. 379392
Box 3650
Vancouver, British Columbia
V6B 3Y8

(hereinafter called the " Lessee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter called the "Land");

NOW THEREFORE in consideration of the fee to be paid by, and the covenants of the Lessee, the parties agree as follows:

Article I - Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for **log storage and booming purposes.** .

Article II - Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a *term of* **4 years** *commencing on the* **30th day of June, 1990** (hereinafter called the Commencement Date").

Lease Aquatic Lands	File No. 0213981

Article III - Fees

(3.01) YIELDING AND PAYING THEREFORE for the term the fees prescribed in the Fee Schedule attached.

Article IV - Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

(a) to pay fees when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(f) to use and occupy the Land in accordance with the provisions of this lease and any Special Proviso Schedule;

(g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage, third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than **$1,000,000.00**, PROVIDED, however that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;

(h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change, except that when the Lessee is self-insuring this section shall not apply;

(j) to indemnify and save the Lessor harmless against all loss, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land,

and the Lessor may add the amount of such loss, damages, costs and liabilities to the fees and the amount so added shall be payable to the Lessor immediately;

(k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the ***Builders Lien Act***, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;

(l) on the expiration or earlier cancellation of this lease

(i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,

(ii) to restore the surface of the Land to the satisfaction of the Lessor, AND

(iii) notwithstanding section 4.01 (l)(i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed,

and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;

(m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Lessor;

(o) not to dredge or significantly displace beach material on the Land without the prior written consent of the Lessor;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land.

Article V - Assignment

(5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior consent of the Lessor.

Article VI - Covenants of the Lessor

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII - Provisos

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all of the terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

Lease Aquatic Lands	File No. 0213981

(b) title to and ownership of all buildings, structures and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;

(e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;

(f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the ***Commercial Arbitration Act***;

(g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;

(h) this lease and the term herein granted is subject to:

(i) all subsisting grants to or rights of any person made or acquired under the ***Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act*** , or ***Water Act*** , or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND

(ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the ***Land Act:***

(i) the Lessee acknowledges and agrees with the Lessor that

(i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,

(ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,

(iii) he shall not commence or maintain proceedings under section 60 of the ***Land Act*** in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the right, privileges or interests described in subsections (d) and (h) of section 7.01, AND

(iv) all schedules attached to this lease form an integral part of this lease.

Lease Aquatic Lands	File No. 0213981

Article VIII - Events of Default

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of fees, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of fees or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; OR

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of fees or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Article IX - Security

(9.01) The security in the sum of **$1000.00** and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed, Provided, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection.

(9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.

(9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.

Lease Aquatic Lands	File No. 0213981

(9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.04 cause the amount of security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

Article X - Notice

(10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article XI - Miscellaneous

(11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(11.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(11.04) Time is of the essence in this agreement.

Article XII - Interpretation

(12.01) In this lease, unless the contest otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions hereof.

(12.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the ***Land Transfer Form Act,*** those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

Lease Aquatic Lands	File No. 0213981

(12.04) Where in this lease there is a reference to an enactment of the Province of British Col bia or of Canada, that reference shall include a reference to any subsequent ena ment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(12.05) If any section of this lease 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.

IN WITNESS WHEREOF, the parties have executed this lease 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 Crown Lands or his duly authorized signatory in the presence of:

_____

_____

_____

_____

Authorized Signatory

SIGNED on behalf of Rivtow Straits Limited by a duly authorized signatory in the presence of:

_____

_____

_____

_____

Authorized Signatory

For Land Title Office use: Page ___ of ___.

Province of British Columbia Ministry of Crown Lands

Legal Description Schedule

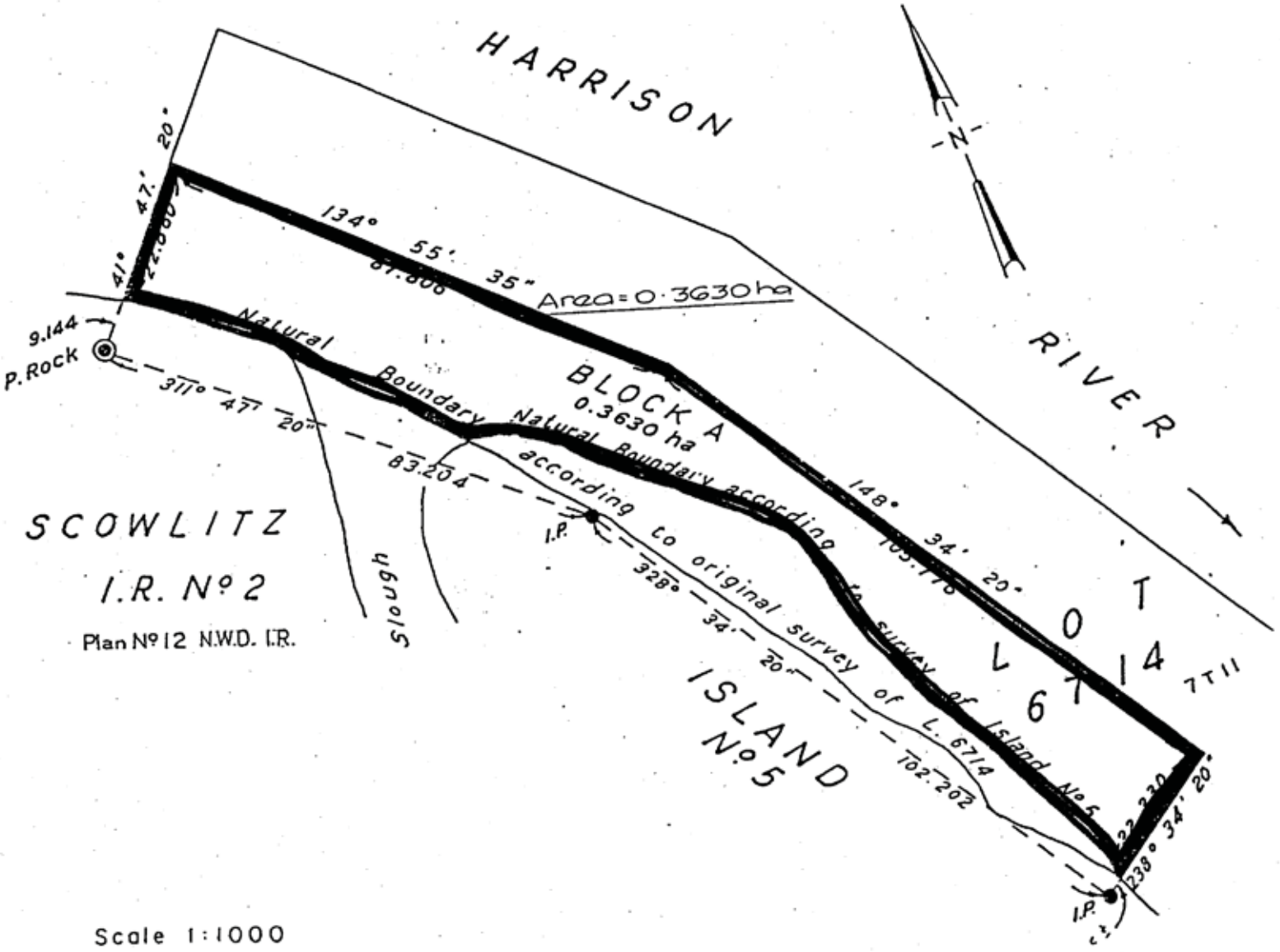
Lease No.

File No. 0213981

1. Legal Description

Block A of District Lot 6714, Group 1, New Westminster District; as shown outlined in red on the sketch attached and containing 0.363 hectares.

2. Sketch Plan



Scale 1:1000

COMPILED FROM OFFICIAL PLAN 64.T.II.25

64.14 GR

Province of British Columbia Ministry of Crown Lands

SPECIAL PROVISO SCHEDULE

Lease No. File No. 0213981

1. The Lessee shall

(a) not anchor or secure any buildings, structures or improvements on the Land except as shown in the schedule attached to this Lease called the Legal Description Schedule;

(b) not interrupt the movement of beach sedimentary material by water along the shoreline;

(c) not construct a fence, bulkhead, groin, breakwater, floating boom or any structure by another name which acts in a like manner, on the Land, without the prior written consent of the Lessor;

(d) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;

(e) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the ***Waste Management Act;***

(f) not use construction materials containing toxic substances, except in marine waters where the use of preservative-treated wood may be necessary;

(g) not involve pile driving in the construction or maintenance of improvements on the Land without the prior written consent of the Lessor.

2. ADDITIONAL PROVISOS

(a) There are no Additional Provisos.

Province of British Columbia
Ministry of Crown Lands

FEE SCHEDULE

Lease No.

File No. 0213981

1. THE FEE SHALL BE

   (a) for the first year of the term, a fee of **$500.00** payable in advance on the Commencement Date; AND

   (b) during the balance of the term, the annual fee determined by the Lessor under this Schedule, payable in advance, beginning on the first anniversary of the Commencement Date and thereafter on each successive anniversary of that date.

2. The Lessor shall, in each year of the term not later than 15 days before the anniversary of the Commencement Date during those years, give written notice to the Lessee specifying the annual fee payable for the immediately succeeding year of the term and the annual fee specified in the notice shall constitute conclusive evidence of the annual fee payable for the year of the term specified in it.

3. If the Lessor does not give notice to the Lessee under section 2, the annual fee payable for that year shall be equal to the annual fee payable for the immediately preceding year of the term.

THIS AGREEMENT made as of the 1 day of July, 1990.

BETWEEN: SCOWLITZ INDIAN BAND
BOX 76
LAKE ERROCK, B.C.
V0M 1N0
(hereinafter called "the Band")
OF THE FIRST PART

AND: RIVTOW STRAITS LIMITED
P.O. BOX 3650
VANCOUVER, B.C.
V6B 3Y8
(hereinafter called "Rivtow")
OF THE SECOND PART

WHEREAS:

A. Members of the Band exercise their rights to fish at various locations in and on the banks of the Fraser and Harrison Rivers.

B. Rivtow operates towboats and log boom storage facilities at various locations in the Fraser and Harrison Rivers.

C. Rivtow has requested permission from the Band to interfere with the Band's riparian rights along a distance of approximately 1,795 feet of foreshore of Scowlitz Indian Reserve #1 and along a distance of approximately 637 feet of foreshore of Williams Indian Reserve #2.

IT IS AGREED AND UNDERSTOOD that this consent is granted on the following terms and conditions to which Rivtow and the Band agree:

1. The area is to be used for log storage.

2. Rivtow shall not impede, prohibit, interfere or deter fishing by Band members, with their log booms.

3. The Boat ramp at the down river end of Lot 6681 will remain accessible at all times.

4. Rivtow will agree to #2 by:
   (a) reducing speed through this area.

   (b) ensuring that booms are not hanging below the bottom dolphin on Lot 6681.

   (c) erecting sign in the following locations:

      (i) at the top and bottom of both waterlots to

clearly outline the storage areas.

(ii) "reduce speed" sign at top end of Lot 6714.

4. In the event that damage occurs to Band members boats or fishing gear as a result of Rivtow failing to fulfill the above obligations, Rivtow will reimburse the Band members for such damage.

5. Rivtow shall have the right to install such devices as it may deem necessary to moor logs and use such natural facilities as may be available, provided no damage is done to the freehold. Rivtow is responsible for removing these devices at the termination of the renewal term.

6. Rivtow will pay and discharge all taxes, rates, duties and assessments whatsoever now charged or hereafter to be charged upon the said water lot or upon Rivtow in respect thereof.

7. Rivtow will not without prior written consent of the Band, which consent shall not be unreasonably withheld, assign the Lease.

8. Rivtow will indemnify and save the Band harmless from all loss, damage, costs, actions and suits arising out of or in connection with the use of the water lot by Rivtow.

9. The term of consent is four years, commencing June 30, 1990 and terminating June 29, 1994.

10. Rivtow shall pay to the Department of Indian Affairs on behalf of the Band the following amounts:

1990/91	$3,161.60
1991/92	$3,319.68
1992/93	$3,485.66
1993/94	$3,659.94

11. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the said Parties hereto have hereunto set their hands.

SCOWLITZ INDIAN BAND

Reginald Phillips

Walter Williams

RIVTOW STRAITS LIMITED

File Copy
sent Friday May 19/

SCOWLITZ INDIAN BAND

BOX 76
LAKE ERROCK, B.C. V0M 1N0
Phone: (604) 826-5813

MAY 19, 1989

Pat Weber
Administrator
RivTow Straits Limited
P.O. Box 8960
Vancouver, B.C.
V6B 4E2

RE: USE OF FORESHORE FRONTING ON SCOWLITZ I.R. # 1 AND WILLIAMS I.R. # 2..

Dear Mr. Weber:

The Council of the Scowlitz Band has decided to renew our consent for the above mentioned area's for a term of one year only.

We are requesting a meeting with yourself/representatives to sit down and discuss problems arising each year with log booms/boats, that have been brought to our attention by the local fishermen again.

Last year, I had called your office and spoke to someone to outline the problems, whom in turn, was to have you call our office to discuss the matter. I never did hear from yourself, so I wrote you a letter and did not get an acknowledgment , so I am forwarding to you a copy of that same letter going back to July 1988.

May I mention, that back in 1976 and 1978, these matters were brought to RivTow's attention and were promised that things would be looked into and resolved, but never have been.

Therefore, we are requesting that we meet and discuss all problems of overlapping the consented areas.

Sincerely,

Jennifer Pennier
Band Manager

Indian and Northern Affairs Canada / Affaires indiennes et du Nord Canada

Chronological No. – N° consécutif

File Reference – N° de référence du dossier

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les Mots "des fonds de notre bande" "capital" ou "Revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes

The council of the / Le conseil de la bande indienne	SCOWLITZ INDIAN BAND	Current Capital Balance / Solde de capital $
Agency / District	VANCOUVER DISTRICT	Committed / Engagé $
Province	BRITISH COLUMBIA	Current Revenue Balance / Solde de revenue $
Place / Nom de l'endroit	LAKE ERROCK.	
Date: Day – Jour: 19	Month – Mois: MAY AD 19	Year – Année: 89
		Committed / Engagé $

DO HEREBY RESOLVE:
DÉCIDE, PAR LES PRÉSENTES:

WHEREAS: the Scowlitz Band Council has decided to allow RivTow Straits Limited a permit for one year period to interfere with the Riparian Rights of 1,795 feet of foreshore of the Scowlitz I.R. # 1 and 637 feet of foreshore of Williams I.R. #2

WHEREAS: the area to be used for tie-up grounds for their log booms will commence from June 30, 1989 to July 1 1990 and

WHEREAS: future consent will be given when RivTow Straits Limited meets with Council to discuss problems arising each year and the complaints from local fishermen are settled.

THEREFORE BE IT RESOLVED: that RivTow Straits Limited contact the Scowlitz Band to set up a meeting before the lease is up or before the one year consent begins, whichever occurs first.

A quorum for this Band consists of / Pour cette bande le quorum est fixé à 2/3

Council Members. / Membres du Conseil.

(Chief – Chef)

(Councillor – Conseiller) Reginald Phillips

(Councillor – Conseiller) Walter Williams

(Councillor – Conseiller)

(Councillor – Conseiller)

(Councillor – Conseiller)

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(Councillor – Conseiller)

(Councillor – Conseiller)

(Councillor – Conseiller)

(Councillor – Conseiller)

FOR DEPARTMENTAL USE ONLY – RÉSERVÉ AU MINISTÈRE

Band Fund Code / Code du compte de bande	2. Computer Balances – Soldes d'ordinateur A. Capital $	B. Revenue – Revenu $	3. Expenditure – Dépenses $	4. Authority (Indian Act Section) / Autorité (Article de la Loi sur les Indiens)	5. Source of Funds / Source des fonds ☐ Capital ☐ Revenue / Revenu

Recommended – Recommendable

Approved – Approuvable

Date

Recommending Officer – Recommandé par

Province of
British Columbia

Ministry of
Crown Lands

Lower Mainland Operations
McLaren Centre
#210 4240 Manor Street
Burnaby, B.C., V5G 1B2
Telephone: (604) 660-5500

OUR FILE 0213981

YOUR FILE

Reply attention of: Carol Johnson
for Manager,
Land Administration

Date: 89-06-30

Rivtow Straits Limited
P.O. Box 8960
Vancouver, B.C.
V6B 4E2

Attention: Pat Weber

Dear Sirs:

Re: Application for a lease of the land described as Block A of District Lot 6714, Group 1, New Westminster District, containing 0.3630 hectares.

(hereinafter called the "Land")

We are pleased to advise you that we have approved your application for a disposition of the Land under the *Land Act* on the terms and conditions set forth below.

1. **FORM OF DISPOSITION AND TENURE:**

The disposition of the Land to you will be by way of the lease attached hereto (herein referred to as the Lease) on the terms and conditions set forth therein.

2. **NO WARRANTY:**

Neither this commitment nor the granting of the Lease to you shall constitute a warranty or representation to you that the Land is suitable for its permitted use, that it can be built on, that it is not susceptible to flooding or erosion or that there is access to it.

3. **APPLICANT'S REPRESENTATION:**

In signing and accepting the Lease attached hereto you represent and acknowledge to us that at the time of signing

(a) (i) you are a Canadian citizen and are of the full age of 19 years;

(ii) where the applicant is a corporation or society it is duly organized or continued under the laws of British Columbia having Incorporation No. 338580;

(b) statements contained in your application for the disposition are true;

(c) you have attended to inspect the Land and are fully aware of its condition;

(d) you have knowledge of all municipal and regional bylaws regulating the use and development of the Land.

4. **NON MERGER:**

The provisions of this agreement shall survive the execution and delivery of the Lease provided that in the event of any contradiction between such provisions in the terms and conditions of the Lease, the latter shall prevail.

L 70(a) R (11/84)
W-384

ENTERED JUN 30 1989

89-08-31

5. **TIME:**

Time is of the essence in this agreement.

6. **NON ASSIGNABLE:**

This commitment is not assignable or transferable.

7. **CONDITIONS PRECEDENT:**

7.1 **Statement of Rental:**

Please submit to this office the fees outlined below.

Rental	$ 500.00 ✓ CJ
Security	$ 1000.00 (Receipt of which is hereby acknowledged)
Documentation Fee	$ 150.00 ✓ CJ
Occupational Rental	$ 0.00
Other	$ 0.00
TOTAL	$ 650.00 CJ

Where applicable the occupation rental payable in respect of your occupation of the Land from N/A to the date of the commencement of the Lease is charged at $ 0.00 per day.

7.2 **Other Preconditions:**

[X] Please submit, to this office, evidence of insurance ✓ CJ in effect in the amount of $ 1,000,000.00 (Receipt of which is hereby acknowledged)

X You will have delivered to this office the unconditional written consent from the Scowlitz Indian Band, being upland owners, indicating the term of consent, within sixty (60) days from the date of this letter. ✓ CJ

X (Please see attached for Other Preconditions).

8. **EXECUTION OF DOCUMENTS:**

Please sign all copies of the documents in the space provided for signature(s). All signatures must be duly witnessed.

9. **TIME FOR ACCEPTANCE:**

Failure to complete the documents within 60 days of the date of this letter will automatically void our obligation to dispose of the Land to you.

Please return to this office, within the time limited above, all copies of the executed documents together with a certified cheque or money order representing the fees, and evidence of having met the other preconditions, outlined above.

We trust that the foregoing arrangements are satisfactory to you. If you have any questions, please contact the individual noted above.

Yours very truly,

Regional Director

CJ:jsm

cc: Senior Land Officer

7.2 Other Preconditions: (cont'd)

File: 0213981

[X] Please note, the lease term may be adjusted to reflect the term of riparian consent. (14)

[X] In order to expedite the issuance of these documents, we have drafted an interim sketch and legal description on the "Legal Description Schedule". Proper prints and the correct area calculation have been requested from our mapping section in Victoria and will be inserted into the documents once you have signed and returned them to this office. DLS

LAND TITLE ACT

Form 17

(Sections 151, 152 (1), 220)

APPLICATION

Before submitting this application for registration of a leasehold interest, 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 INT]T: CHARGE
NATURE OF CHA..GE: LEASE

TRUE VALUE:

Herewith Fees of $ _____

Address of persons entitled to be registered as owner, if different than shown in instrument _____

Full name, address, telephone number of person presenting application _____

(Signature of applicant,
solicitor or authorized agent)

Province of British Columbia **Ministry of Crown Lands**

LEASE AQUATIC LANDS

THIS LEASE executed in triplicate and dated for reference the 30 day of May , 1989 .

IN PURSUANCE OF THE **LAND ACT** (section 35) and the **LAND TRANSFER FORM ACT.**

LEASE No.

FILE No. 0213981

Between: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Forests and Lands, Parliament Buildings, Victoria, British Columbia;

(hereinafter called the "Lessor") OF THE FIRST PART

and RIVTOW STRAITS LIMITED (INC. NO. 338580), a Company organized under the laws of the Province of British Columbia and having an address of delivery at P.O. Box 8960, Vancouver, British Columbia, V6B 4E2

(hereinafter called the "Lessee") OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter referred to as the "Land");

NOW, THEREFORE, in consideration of the rental to be paid by, and the covenants of, the Lessee, the parties agree as follows:

Article I—Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for the purpose described in the schedule attached entitled the Management Plan (hereinafter called the "Management Plan").

Article II—Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of ~~Five (5) years~~ 1 yr commencing on the 30th day of June, 1989

(hereinafter called the "Commencement Date").

1- 89-12-12
consent for
1 yr.
CJ

Article III—Rent

(3.01) YIELDING AND PAYING THEREFORE for the term the rent as prescribed in the Rental Schedule attached.

Article IV—Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

(a) to pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) to keep the Land in a safe, clean and s ry condition satisfactory to the Lessor, and on written notice from the Lessor, to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(f) to use and occupy the Land in accordance with the provisions of this lease and ' anagement Plan;

(g) to effect a eep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than $1,000,000.00 PROVIDED, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;

(h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change;

(j) to indemnify and save the Lessor harmless against all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land,

and the Lessor may add the amount of such losses, damages, costs and liabilities to the rent and the amount so added shall be payable to the Lessor immediately;

(k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the *Builders Lien Act*, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;

(l) on the expiration or earlier cancellation of this lease

(i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,

(ii) to restore the surface of the Land to the satisfaction of the Lessor, AND

(iii) notwithstanding section 4.01 (l) (i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed,

and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;

(m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Lessor;

(o) not to dredge or significantly displace beach materials on the Land without the prior written consent of the Lessor;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to or in the vicinity of the Land.

Article V—Assignment

(5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior written consent of the Lessor.

Article VI—Covenants of the Lessor

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII—Provisos

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

(b) title to any ownership of all buildings, structures, and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(c) the Lessor i er no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;

(e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;

(f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the *Arbitration Act*;

(g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;

(h) this lease and the term herein granted is subject to:

(i) all subsisting grants to or rights of any person made or acquired under the *Coal Act*, *Forest Act*, *Mineral Act*, *Mining (Placer) Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Wildlife Act*, or *Water Act*, or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND

(ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act*;

(i) the Lessee acknowledges and agrees with the Lessor that

(i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,

(ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,

(iii) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01, AND

(iv) all schedules referred to in this lease form an integral part of this lease.

Article VIII—Events of Default

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of rent, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of rent or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; or

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of rent or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Article IX—Security

(9.01) The security in the sum of $ 1,000.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed.

(9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(9.03) The rights of the L..or under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.

(9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.

(9.05) The Lessee ..., within 60 days of receiving the notice referred to in section 9.04, cause ...mount of Security delivered to the Lessor to be changed to the amount ...ecified in the notice and provide the Lessor with written confirmation of the change.

Article X—Notice

(10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article XI—Miscellaneous

(11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(11.02) No remedy c...ferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(11.04) Time is of the essence in this agreement.

Article XII—Interpretation

(12.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions hereof.

(12.03) Where this lease contains the forms of words contained in Column 1 of Schedule 4 of the *Land Transfer Form Act*, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

(12.04) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(12.05) If any section of this lease 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.

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

SIGNED, SEALED AND DELIVERED on behalf of Her Majesty the Queen in Right of the Province of British Columbia by a duly authorized representative in the presence of:

_____

_____

_____

_____
Authorized Representative

SIGNED, SEALED AND DELIVERED by

in the presence of:

_____

_____

_____

_____
Signature of Lessee

The Common Seal of **RIVTOW STRAITS LIMITED** was hereunto affixed in the presence of:

_____
AUTHORIZED SIGNATORY

_____
AUTHORIZED SIGNATORY

Province of British Columbia | Ministry of Crown Lands

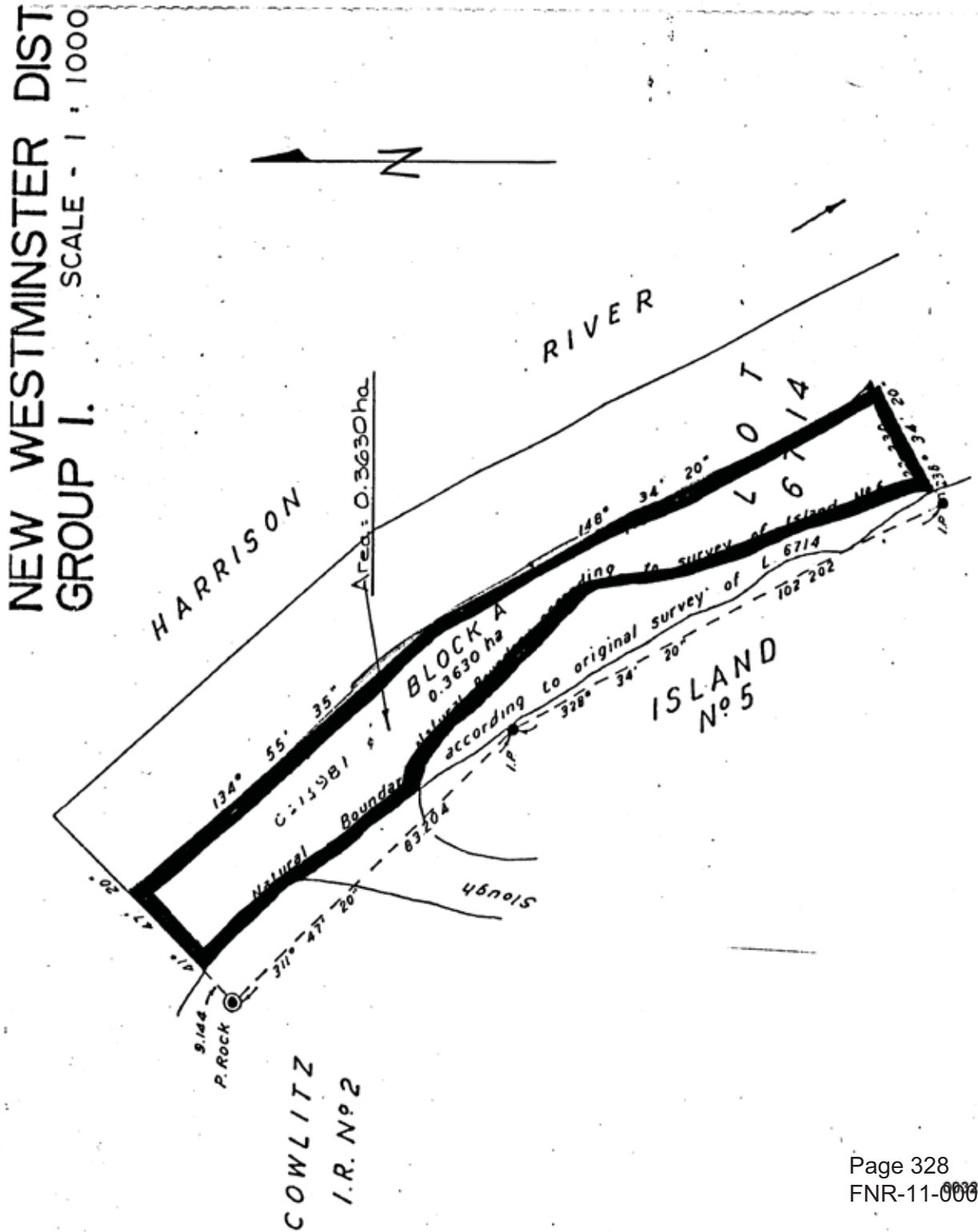
Legal Description Schedule

LEASE No. | FILE No. 0213981

1.1 Legal Description

Block A of District Lot 6714, Group 1, New Westminster District, containing 0.3630 hectares.

4.57c (2/83) M-342 M28-827



Province of British Columbia

Ministry of Crown Lands

Special Proviso Schedule

LEASE No.	FILE No. 0213981

GENERAL COMMERCIAL/INDUSTRIAL (AQUATIC)

1.1 Purpose

The Lessee shall use the Land only for the purpose of **log booming and storage.**

1.2 Special Provisions

The Lessee shall

(a) not anchor or secure any buildings, structures or improvements on the Land except as shown in the schedule attached to the lease called the Legal Description Schedule;

(b) not interrupt the movement of beach material by water along the shoreline;

(c) not construct a fence, bulkhead, groin, breakwater, floating boom or any structure by another name which acts in a like manner, on the Land, without the prior written consent of the Lessor;

(d) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;

(e) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Waste Management Act;*

(f) not use construction materials containing toxic substances, except in marine waters where the use of preservative-treated wood may be necessary;

(g) not involve pile driving in the construction or maintenance of improvements on the Land without the prior written consent of the Lessor.

1.3 Additional Provisions

Province of British Columbia

Ministry of Crown Lands

Rental Schedule

LEASE No.	FILE No. 0213981

1.1 THE RENT FOR THE TERM SHALL BE

(a) for the first year of the term, a rental of $ 500.00 payable in advance on the Commencement Date; AND

(b) during the balance of the term, an annual rental of $500 or the amount determined by the Lessor under this Schedule, whichever is the greater, payable in advance, beginning on the first anniversary of the Commencement Date and thereafter on each successive anniversary of that date.

1.2 In this Schedule

"Land Value", in reference to the Land, means the value of the Land as determined by the Lessor in his sole discretion;

"Notice" means a notice in writing to the Lessee under section 1.5;

"Rate", in reference to the calculation of the annual rental payable during the term of this lease means 8 %.

1.3 The annual rental payable under section 1.1 (b) shall be an amount equivalent to the product of the Rate multiplied by the Land Value.

1.4 The Lessor shall, from time to time, calculate the annual rental payable under section 1.1 (b) in accordance with section 1.3 and the calculation of the Lessor shall be final and binding on the Lessee.

1.5 The Lessor shall, not less than 30 days before each anniversary of the Commencement Date during the term, give written notice to the Lessee specifying the annual rental payable under section 1.1 (b) for the immediately succeeding year of the term and the annual rental specified in the notice shall constitute conclusive evidence of the annual rental payable for the year of the term specified therein.

1.6 If the Lessor does not give notice to the Lessee under section 1.5, the annual rental shall be equal to the annual rental calculated or in force during the immediately preceding year of the term.

Province of British Columbia

Ministry of Crown Lands

ENDORSEMENTS

No.

FILE No. 0213981

L61(c) (09/86)

LAND TITLE ACT
Form 17
(Sections 151, 152 (1), 220)
APPLICATION

Before submitting this application for registration of a leasehold interest, 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: CHARGE
NATURE OF CHARGE: LEASE

TRUE VALUE:

Herewith Fees of $ _____

Address of persons entitled to be registered as owner, if different than shown in instrument _____

Full name, address, telephone number of person presenting application _____

(Signature of applicant,
solicitor or authorized agent)

Province of British Columbia Ministry of Crown Lands

LEASE AQUATIC LANDS

THIS LEASE executed in triplicate and dated for reference the 30th day of May, 1989.

LEASE No. 234252

IN PURSUANCE OF THE **LAND ACT** (section 35) and the **LAND TRANSFER FORM ACT.**

FILE No. 0213981

Between: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister Responsible for Crown Lands, Parliament Buildings, Victoria, British Columbia;

(hereinafter called the "Lessor") OF THE FIRST PART

and RIVTOW STRAITS LIMITED, (Inc. No. 338580), a Company organized under the laws of the Province of British Columbia and having an address of delivery at P.O. Box 8960, Vancouver, British Columbia V6B 4E2 (hereinafter called the "Lessee") OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter referred to as the "Land");

NOW, THEREFORE, in consideration of the rental to be paid by, and the covenants of, the Lessee, the parties agree as follows:

Article I — Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for the purpose described in the schedule attached entitled the Special Proviso Schedule (hereinafter called the "Special Proviso Schedule").

Article II — Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of one (1) year commencing on the 30th day of June, 1989 (hereinafter called the "Commencement Date").

Article III — Rent

(3.01) YIELDING AND PAYING THEREFORE for the term the rent as prescribed in the Rental Schedule attached.

Article IV — Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

(a) to pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor, to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining

(f) to use and occupy the Land in accordance with the provisions of this lease and the Special Proviso Schedule;

(g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than $ 1,000,000.00 PROVIDED, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;

(h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change;

(j) to indemnify and save the Lessor harmless against all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land,

and the Lessor may add the amount of such losses, damages, costs and liabilities to the rent and the amount so added shall be payable to the Lessor immediately;

(k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the *Builders Lien Act*, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;

(l) on the expiration or earlier cancellation of this lease

(i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,

(ii) to restore the surface of the Land to the satisfaction of the Lessor, AND

(iii) notwithstanding section 4.01 (l) (i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed,

and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;

(m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Lessor;

(o) not to dredge or significantly displace beach materials on the Land without the prior written consent of the Lessor;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land.

Article V — Assignment

(5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior written consent of the Lessor.

Article VI — Covenants of the Lessor

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII — Provisos

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

(b) title to and ownership of all buildings, structures, and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;

(e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;

(f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*;

(g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;

(h) this lease and the term herein granted is subject to:

(i) all subsisting grants to or rights of any person made or acquired under the *Coal Act*, *Forest Act*, *Mineral Act*, *Mining (Placer) Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Wildlife Act*, or *Water Act*, or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND

(ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act*;

(i) the Lessee acknowledges and agrees with the Lessor that

(i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,

(ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,

(iii) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01, AND

(iv) all schedules referred to in this lease form an integral part of this lease.

Article VIII — Events of Default

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of rent, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of rent or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; or

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of rent or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Article IX — Security

(9.01) The security in the sum of $ 1,000.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed.

(9.02) In the event the Lessee should default in the performance of any of its obligations hereunder, it shall be lawful for the Lessor, at his discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.

(9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor

(9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.04, cause the amount of Security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

Article X — Notice

(10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article XI — Miscellaneous

(11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(11.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(11.04) Time is of the essence in this agreement.

Article XII — Interpretation

(12.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions hereof.

(12.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

(12.04) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(12.05) If any section of this lease 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.

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

SIGNED, SEALED AND DELIVERED on behalf of Her Majesty the Queen in Right of the Province of British Columbia by a duly authorized representative in the presence of:

#210 - 4240 Manor Street
Burnaby, B.C. V5G 1B2

Authorized Representative

SIGNED, SEALED AND DELIVERED by

in the presence of:

Signature of Lessee

The Common Seal of RIVTOW STRAITS LIMITED was hereunto affixed in the presence of:

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

Province of British Columbia

Ministry of Crown Lands

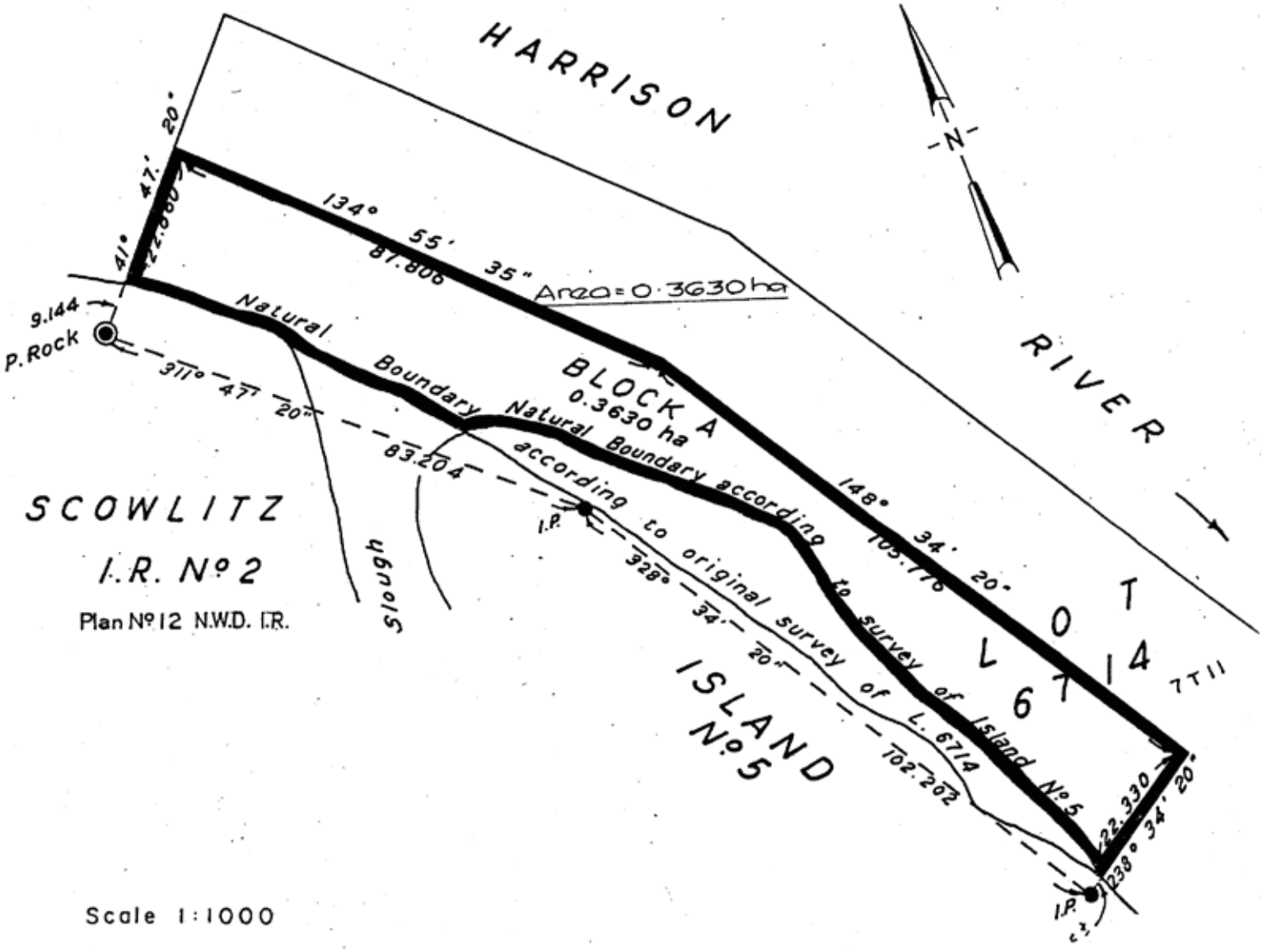
Legal Description Schedule

No. 234252 | FILE No. 0213981

1.1 Legal Description

Block A of District Lot 6714, Group 1, New Westminster District, containing 0.3630 hectares.

1.2 Sketch Plan



Scale 1:1000

COMPILED FROM OFFICIAL PLAN G.A.T. 1625

L57(a) R(11/88) W-1144

FNR-11-00043

Province of British Columbia

Ministry of Crown Lands

Special Proviso Schedule

LEASE No. 234252 | FILE No. 0213981

GENERAL COMMERCIAL/INDUSTRIAL (AQUATIC)

1.1 Purpose

The Lessee shall use the Land only for the purpose of **log booming and storage.**

1.2 Special Provisions

The Lessee shall

(a) not anchor or secure any buildings, structures or improvements on the Land except as shown in the schedule attached to the lease called the Legal Description Schedule;

(b) not interrupt the movement of beach material by water along the shoreline;

(c) not construct a fence, bulkhead, groin, breakwater, floating boom or any structure by another name which acts in a like manner, on the Land, without the prior written consent of the Lessor;

(d) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;

(e) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Waste Management Act;*

(f) not use construction materials containing toxic substances, except in marine waters where the use of preservative-treated wood may be necessary;

(g) not involve pile driving in the construction or maintenance of improvements on the Land without the prior written consent of the Lessor.

1.3 Additional Provisions

Province of British Columbia

Ministry of Crown Lands

Rental Schedule

LEASE No. 234252 | FILE No. 0213981

1.1 THE RENT FOR THE TERM SHALL BE

(a) for the first year of the term, a rental of $ 500.00 payable in advance on the Commencement Date; AND

(b) during the balance of the term, an annual rental of $500 or the amount determined by the Lessor under this Schedule, whichever is the greater, payable in advance, beginning on the first anniversary of the Commencement Date and thereafter on each successive anniversary of that date.

1.2 In this Schedule

"Land Value", in reference to the Land, means the value of the Land as determined by the Lessor in his sole discretion;

"Notice" means a notice in writing to the Lessee under section 1.5;

"Rate", in reference to the calculation of the annual rental payable during the term of this lease means 8 %.

1.3 The annual rental payable under section 1.1 (b) shall be an amount equivalent to the product of the Rate multiplied by the Land Value.

1.4 The Lessor shall, from time to time, calculate the annual rental payable under section 1.1 (b) in accordance with section 1.3 and the calculation of the Lessor shall be final and binding on the Lessee.

1.5 The Lessor shall, not less than 30 days before each anniversary of the Commencement Date during the term, give written notice to the Lessee specifying the annual rental payable under section 1.1 (b) for the immediately succeeding year of the term and the annual rental specified in the notice shall constitute conclusive evidence of the annual rental payable for the year of the term specified therein.

1.6 If the Lessor does not give notice to the Lessee under section 1.5, the annual rental shall be equal to the annual rental calculated or in force during the immediately preceding year of the term.

Province of British Columbia

Ministry of Crown Lands

ENDORSEMENTS

No. 234252

FILE No. 0213981

L61(c) (09/86)

File: 0213981

GENERAL LEASE - NO ADDITIONAL RENT

THIS LEASE executed in triplicate and dated for reference the 30th day of June, 1984.

IN PURSUANCE OF THE LAND ACT.

B E T W E E N :

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

(hereinafter called the "Lessor")

OF THE FIRST PART

A N D

RIVTOW STRAITS LIMITED, (Inc. No. 133778), a Company organized under the laws of British Columbia and having an office or other place of business at 2724 Southeast Marine Drive, Vancouver, British Columbia

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSES that in consideration of the rents reserved and the covenants and agreements set forth below, the parties agree as follows:

ARTICLE I GRANT OF LEASE

(1.01) The Lessor demises and leases to the Lessee that parcel of land consisting of foreshore and river bed described as

Block A of Lot 6714, Group 1, New Westminster District

and being more particularly shown outlined in red on the plan annexed hereto as Schedule "A" (herein called the "Land").

ARTICLE II TERM

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of 5 years commencing on the 30th day of June, 1984 (herein called the "Commencement Date").

ARTICLE III RENT

(3.01) YIELDING AND PAYING THEREFORE during each year of the term, an annual rental of $100 payable in advance, beginning on the Commencement Date, and thereafter on each successive anniversary of that date.

Province of British Columbia

ARTICLE IV COVENANTS OF THE LESSEE

(4.01) The Lessee covenants with the Lessor

(a) to pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all taxes, rates, levies, duties, charges and assessments now or hereafter assessed, levied or charged by any competent governmental authority upon the Land or any improvements thereon (herein called "Realty Taxes") and if the Lessee defaults in the payment of any such sums, the Lessor may pay and discharge the same and the amounts so paid shall be added to the rent herein reserved and will be due and payable to the Lessor immediately;

(c) to pay and satisfy all payments when due under any Leasehold Mortgage (as hereinafter defined);

(d) to pay and discharge when due all charges for electricity, gas, water, and other utilities supplied to the Land;

(e) to observe, abide by and comply with all laws, by-laws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation, PROVIDED that if the Lessee contests the validity or applicability of such laws, by-laws, orders, directions, ordinances or regulations, he shall indemnify and save harmless the Lessor from all loss, damage, cost and expense suffered by the Lessor by reason of the Lessee contesting their validity and shall furnish the Lessor with such security as may be required by the Lessor;

(f) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor, to remove any improvements and make safe, clean and sanitary any portion of the Land or any improvement that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(g) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land, and for the purpose of this covenant, the permitted use of the land in compliance with this lease shall be deemed not to constitute a nuisance or annoyance;

(h) not to use the Land for any purposeother than for the purpose of storing and booming logs;

Province of British Columbia

(i) to pay interest to the Lessor on rent in arrears at the rate of interest prescribed from time to time under the Land Act in respect of money payable under a lease that is not paid on the due date;

(j) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than $1,000,000;

(k) to pay all premiums and monies necessary to maintain all policies of insurance required to be maintained by the Lessee herein as the same become due, provided that if the Lessee defaults in the payment of any of the premiums or sums of money, the Lessor may (but will be under no obligation to) pay the same and the amounts so paid will be added to the rent herein reserved and will be payable to the Lessor immediately;

(l) to deliver to the Lessor from time to time, upon demand, copies of all current policies of insurance required to be maintained by the Lessee hereunder;

(m) to deliver to the Lessor from time to time, upon demand, receipts or other evidence of payment of Realty Taxes, insurance premiums, Leasehold Mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(n) not to keep, store or leave upon the Land during the term any refuse or rubbish of any kind;

(o) to indemnify and save the Lessor harmless against all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's occupation of the Land,

and the Lessor may add the amount of such loss, damage, costs and liabilities to the rent herein reserved and the amount so added shall be payable to the Lessor within 10 days;

(p) on the expiration or earlier termination of the term

Province of British Columbia

(i) to remove all improvements placed or constructed on the Land during the term,

(ii) to restore the surface of the Land to its original condition, and

(iii) to peaceably quit, surrender, yield up and deliver the Land to the Lessor in a safe, clean and sanitary condition,

and all right, interest and estate of the Lessee in the Land shall cease and vest in the Lessor;

(q) to permit the Lessor, his servants and agents, at all times to enter on and inspect the Land and any improvements thereon;

(r) to comply with all laws, regulations and orders of the Federal Government of Canada, or any of its agencies or commissions, or any international joint commissions of which it or any of its agencies is a member, respecting salmon and fishlife resources in the Fraser and Harrison River systems;

(s) not to dredge on the Land or deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the written consent of the Lessor, and then only in accordance with the terms and conditions specified in the consent by the Lessor;

(t) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of any owner or occupier of land adjacent to or in the vicinity of the Land;

(u) not to use the Land or carry on or permit any activity on the land or on the surface of the water covering the Land that contravenes any provision of the Navigable Waters Protection Act (Canada) or any other enactment, order, regulation or law of the Federal Government of Canada respecting navigable waters, shipping or marine life resources;

ARTICLE V ASSIGNMENT

(5.01) The Lessee shall not assign, sublet or transfer this lease without the prior written consent of the Lessor.

ARTICLE VI COVENANTS OF THE LESSOR

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Province of British Columbia

ARTICLE VII PROVISOS

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if after the termination by the passage of time of this lease or any extension thereof the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

(b) if, during the continuance of this lease, the improvements or any part of them now or hereafter constructed on the Land are destroyed by fire, lightning, tempest, impact of aircraft, acts of God or the Queen's enemies, riots, insurrections or explosion

(i) the rental herein paid or reserved shall not abate or be forgiven, and

(ii) if the improvements so destroyed have not been rebuilt or reinstated at the expiration or earlier termination of the term, the Lessee shall remove the same and restore the surface of the Land so far as possible to its original condition;

(c) title to any ownership of all buildings, structures, and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(d) the Lessor is under no obligation to provide access to the Land or to maintain or improve existing access roads;

(e) that this lease and all the terms and conditions of it may be inspected by the public at such times and at such places as the Lessor may determine;

(f) notwithstanding subsection (j) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (j) of section 4.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change;

(g) if the Lessee, on the expiration or earlier termination of the term, fails to remove all improvements that were placed on the Land during the term, or to restore the surface of the Land to its original condition, the Lessor may remove the improvements and restore the

Province of British Columbia

Land and the Lessee shall compensate the Lessor for all expenses incurred by him for such removal and restoration forthwith on demand.

(7.02) If a dispute arises as to whether or not an improvement on the Land has been destroyed by fire or other causes, the dispute shall be referred to arbitration.

ARTICLE VIII EVENTS OF DEFAULT

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of rent, or the payment of any other sum payable hereunder, and such default shall continue for 30 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, provisions, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of rent or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; or

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this Lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of rent or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Province of British Columbia

(8.02) The remedies of the Lessor in this Article are in addition to the remedies available to the Lessor under the Land Act, and an exercise of the Lessor's remedies under this Article shall not limit or restrict the right of the Lessor to exercise a remedy available to him under that Act.

ARTICLE IX

RENEWAL

(9.01) If, on the expiration of the term, the Lessor elects to grant a further lease of the Land, the Lessor shall, by notice in writing, offer the further lease to the Lessee at the rent and on the terms and conditions specified in the notice.

(9.02) The Lessee shall have a period of 60 days from the date of receipt of the notice referred to in section 9.01 to accept a further lease of the Land by endorsing his acceptance on the notice and delivering it to the Lessor within the time limited in this section. If the Lessee elects not to accept the further lease of the Land within the time limited in this section, the Lessor shall be at liberty to grant a lease of the Land to any other person at the rent and on the terms specified in the notice.

(9.03) If the Lessee declines to accept a further lease of the Land under this Article, the Lessor shall not, for a period of two years after the date of the notice referred to in section 9.01 offer a lease of the Land to any person at a rent or on terms more favourable than those specified in the notice without first offering a further lease of the Land to the Lessee at that rent and on those terms.

ARTICLE X

SECURITY

(10.01) The security in the sum of $1,000 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed.

(10.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(10.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier termination of this lease.

(10.04) Notwithstanding section 10.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of security required by the Lessor.

Province of British Columbia

(1 05) The Lessee shall, within 60 days of receiving the notice referred to in section 10.04, cause the amount of Security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

ARTICLE XI EXPROPRIATION

(11.01) If the whole or any part of the Land, or any fixtures or improvements on the Land are expropriated during the term of this lease,

(a) the expropriation shall not constitute a breach of the Lessor's covenant for quiet enjoyment,

(b) the rental shall not abate,

(c) the Lessee shall only be entitled to exercise those rights or remedies that are available to him under the statute that authorized the expropriation.

(11.02) If

(a) the whole of the Land is expropriated, this lease shall terminate on the date the expropriation is effective,

(b) a part of the Land is expropriated, this lease shall continue in effect respecting that part of the Land that is not expropriated.

ARTICLE XII ARBITRATION

(12.01) Any dispute required to be determined by arbitration in accordance with the provisions of this lease shall be determined under the Arbitration Act by reference to a single arbitrator. The cost of any arbitration shall be borne equally by the parties.

ARTICLE XIII MORTGAGE OF LEASE

(13.01) The Lessee shall have the right from time to time to mortgage this lease and the leasehold interest of the Lessee created by it, and any improvements on the Land (herein called the "Leasehold Mortgage"). In the event of any breach or default of any of the covenants, terms and conditions of this lease by the Lessee, the first leasehold mortgagee shall be entitled, in order to avoid a forfeiture of the lease, to make any payments and do and perform all acts or things that may be necessary or required to prevent a forfeiture.

(13.02) The Lessee shall give notice to the Lessor of any Leasehold Mortgage of this lease and the Lessee's leasehold interest herein together with a copy of the instrument creating it within 30 days after it is granted.

(13.03) If by reason of the default of the Lessee this lease is terminated before the expiration of the term, the Lessor shall enter into a new lease of the Land with

the first leasehold mortgagee for the period that but for such termination would have been the remainder of the term, the new lease to become effective immediately on the termination of this Lease, at the rent and on all of the terms, provisions, covenants and agreements contained in this Lease, subject to the rights of any person then in possession of the Land so long as

(a) the first leasehold mortgagee has made a written request to the Lessor for a new lease within 30 days of its termination and the request is accompanied by payment to the Lessor of all sums of money then due to the Lessor hereunder including reasonable legal fees and expenses in connection with the foregoing and with the preparation of the new lease;

(b) at the time of execution and delivery of the new lease, the first leasehold mortgagee pays to the Lessor all sums that would at the time of execution and delivery of the new lease be due under this lease but for such termination and agrees to diligently cure or remedy any default of the Lessee under this lease, the curing or remedying of which requires the leasehold mortgagee to be in possession of the Land.

(13.04) So long as the Lessor has received written notice of a Leasehold Mortgage under section 13.02, the Lessor will give 30 days notice to the first leasehold mortgagee at his address specified in the notice, of the Lessor's intention to terminate this lease and of the nature of the Lessee's default hereunder.

(13.05) Under any new lease delivered to the first leasehold mortgagee, the Lessor shall not warrant possession, but shall lease only that estate in the Land as the Lessor shall then have, subject only to those matters to which this lease is subject and to those matters suffered, created or permitted to be suffered or created by the Lessee under the terminated lease.

(13.06) The failure of the first leasehold mortgagee to execute and deliver to the Lessor the new lease within 30 days after it is tendered by the Lessor or to comply with any other provisions of this Article shall conclusively be deemed an abandonment and waiver on the part of the first leasehold mortgagee of all rights to obtain the new lease and of any and all rights against the Lessor.

(13.07) The Lessor hereby represents that the first leasehold mortgagee shall be entitled to rely on the provisions of this Article and to enforce them against the Lessor subject to the provisions of this lease.

(13.08) The making of a Leasehold Mortgage shall not constitute an assignment, sublease or transfer of this lease that requires

(a) the consent of the Lessor, or

Province of British Columbia

(b) the leasehold mortgagee to observe and perform the Lessee's covenants unless the leasehold mortgagee enters into possession of the Land in the exercise of his rights to foreclose the Leasehold Mortgage.

ARTICLE XIV NOTICE

(14.01) Any written notice to be served upon or given to either the Lessor or the Lessee pursuant to this lease shall be sufficiently served and given if delivered or mailed, prepaid and registered, in the case of the Lessor, addressed to him at the Parliament Buildings, Victoria, British Columbia, to the attention of the Minister of Lands, Parks and Housing, or such other member of the Executive Council of the Government of British Columbia who may be charged with the administration of the Land Act at the date of the notice and in the case of the Lessee, addressed to him at

P.O. Box 8960
Vancouver, British Columbia
V6B 4E2

and if the notice is mailed the date of receipt shall be deemed to be 96 hours after the hour of mailing.

(14.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(14.03) Notwithstanding section 14.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same on a conspicuous place on the Land.

ARTICLE XV MISCELLANEOUS

(15.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. The waiver by the Lessor of any breach by the Lessee of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(15.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

Province of British Columbia

(.03) The Lessor hereby reserves the right to grant other dispositions of the Land by way of easement, statutory right-of-way, or right to flood, whether or not the interest granted has a dominant tenement, to

(a) a Crown Corporation or agency, or

(b) a municipality, regional district, improvement district, water users community, public utility, a pulp or timber, mining, railway or smelting corporation, or a corporation authorized to transport oil or gas, or both oil and gas, or solids, as defined in the Pipeline Act, or

(c) any other person designated by that member of the Executive Council of the Province of British Columbia charged with the administration of the Land Act,

for any purpose necessary for the operation and maintenance of the grantee's undertaking and the Lessee agrees that a grant made under this paragraph shall not constitute a breach of the Lessor's covenant for quiet enjoyment, and the Lessee hereby consents to any such grant and will forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease to any such grant.

(15.04) Any interference with the rights of the Lessee under this lease by virtue of the operation of the Mineral Act, Petroleum and Natural Gas Act, Coal Act or Water Act or any certificate, lease, permit, or license issued under those Acts shall not constitute a breach of the Lessor's covenant of quiet enjoyment.

(15.05) This lease and the term herein granted is subject to

(a) all subsisting grants to, or rights of, any person made or acquired under the Mineral Act, Petroleum and Natural Gas Act, Coal Act or Water Act, whether or not the Lessee has actual notice of them,

(b) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the Land Act.

(15.06) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(15.07) Time is of the essence in this agreement.

ARTICLE XVI INTERPRETATION

(16.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

Province of British Columbia

Page 350
FNR-11-00043

(16.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions hereof.

(16.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the Land Transfer Form Act, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

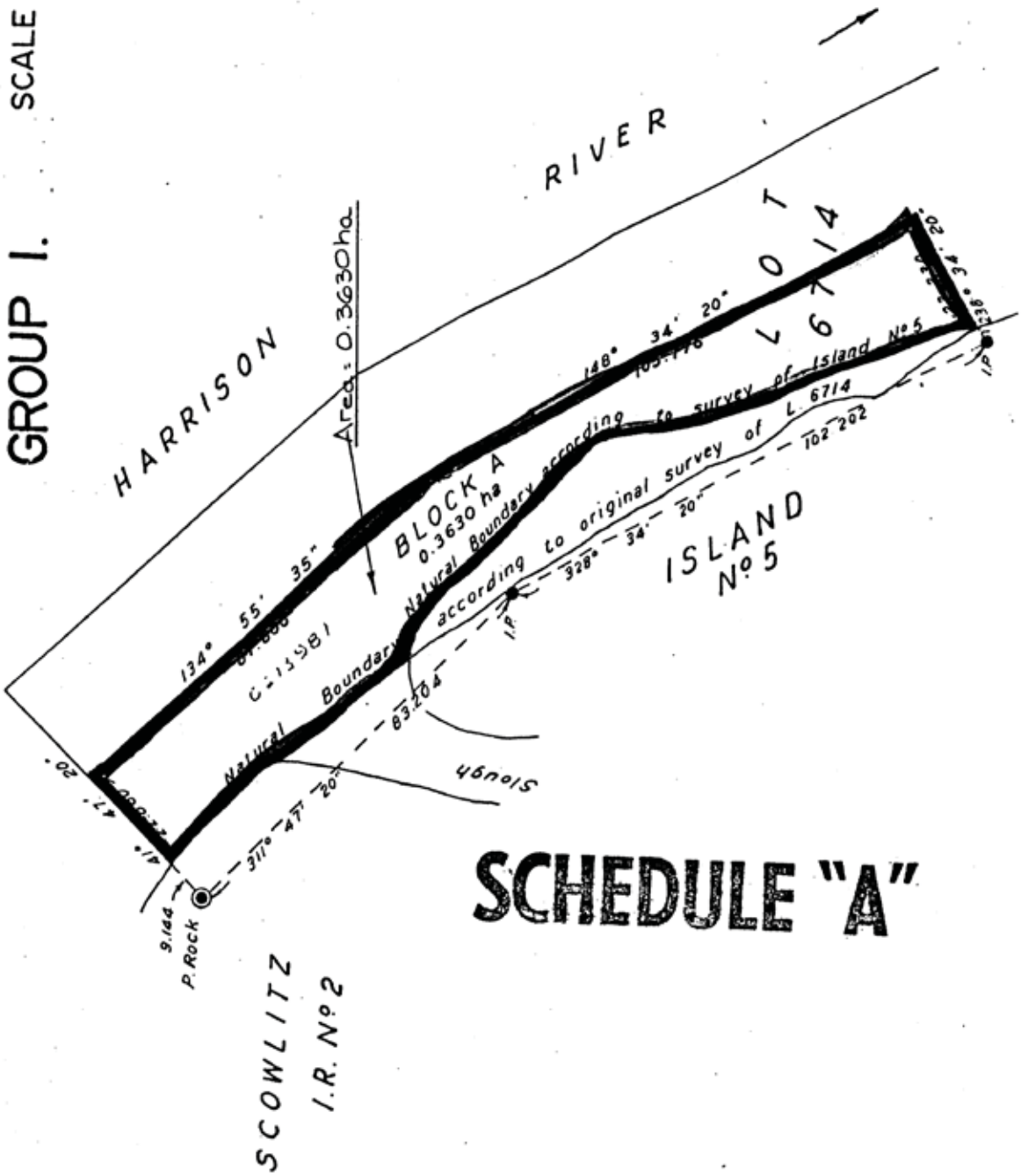
(16.04) This lease shall be interpreted according to the laws of the Province of British Columbia.

(16.05) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(16.06) If any section of this lease 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.

Province of British Columbia

NEW WESTMINSTER DISTRICT
GROUP 1.
SCALE - 1 : 1000



SCHEDULE "A"

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

SIGNED, SEALED AND DELIVERED on behalf of Her Majesty The Queen in Right of The Province of British Columbia by the Minister of Lands, Parks and Housing, or his duly authorized representative, in the presence of:

Regional Director

A Commissioner for taking Affidavits in British Columbia

"The Common Seal of RIVTOW STRAITS LIMITED was hereunto affixed in the presence of:

AUTHORIZED Signatory

AUTHORIZED Signatory

c/s".

Province of
British Columbia
Ministry of Lands,
Parks and Housing

TYPE OF TENURE

Lease

No. 232079

Commencement Date

June 30, 19 84

MINISTER OF LANDS, PARKS
AND HOUSING

TO

Rivtow Straits Limited

for
log storing and booming
purposes.

Term five years.

Area 3630 hectares.

File No. 0213981

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Province of
British Columbia

Ministry of
Forests and Lands

Lower Mainland Region
McLaren Centre
210 - 240 Manor Street
Burnaby, British Columbia
V5G 1B2
Telephone: (604) 660-5500

OUR FILE 2402441

YOUR FILE

Reply attention of: Carol Johnson
for Manager,
Land Administration

Date: 87-03-27

District of Chilliwack
8550 Young Road, South
Chilliwack, B.C.
V2P 4P1

Dear Sirs:

Re: Application for a license to occupy the land described as all that foreshore or land covered by water being part of the bed of Fraser River, Group 2, New Westminster District, more particularly shown outlined in red on plan attached and containing 40.47 hectares, more or less.

(hereinafter referred to as the "Land")

We are pleased to advise you that we have approved your application for a disposition of the Land under the *Land Act* on the terms and conditions set forth below.

1. **FORM OF DISPOSITION AND TENURE:**

   The disposition of the Land to you will be by way of the License of Occupation attached hereto (herein referred to as the License) on the terms and conditions set forth therein.

2. **NO WARRANTY:**

   Neither this commitment nor the granting of the License to you shall constitute a warranty or representation to you that the Land is suitable for its permitted use, that it can be built on, that it is not susceptible to flooding or erosion or that there is access to it.

3. **APPLICANT'S REPRESENTATION:**

   In signing and accepting the License of Occupation attached hereto you represent and acknowledge to us that at the time of signing

   (a) (i) you are a Canadian citizen or permanent resident (landed immigrant) and are of the full age of 19 years;

   (ii) where the applicant is a corporation or society it is duly organized or continued under the laws of British Columbia having Incorporation No. N/A ;

   (b) statements contained in your application for the disposition are true;

   (c) you have attended to inspect the Land and are fully aware of its condition;

   (d) you have knowledge of all municipal and regional bylaws regulating the use and development of the Land.

4. **NON MERGER:**

   The provisions of this agreement shall survive the execution and delivery of the License provided that in the event of any contradiction between such provisions and the terms and conditions of the License, the latter shall prevail.

ENTERED MAR 2 3 1987

5. **TIME:**

Time is of the essence in this agreement.

6. **NON ASSIGNABLE:**

This commitment letter is not assignable or transferable.

7. **CONDITIONS PRECEDENT:**

7.1 Statement of Fees:

Please submit to this office the fees outlined below.

License Fee	$ 1.00
Security	$ 0.00
Documentation Fee	$ 100.00
Occupational Rental	$ 0.00
Other	$ 0.00
TOTAL	$ 101.00

Where applicable the occupation rental payable in respect of your occupation of the Land from N/A to the commencement date of the License is charged at $ 0.00 per day.

7.2 Other Preconditions:

[x] Please submit, to this office, evidence of insurance in effect in the amount of $1,000,000.00

8. **EXECUTION OF DOCUMENTS:**

Please sign all copies of the documents in the space provided for signature(s). All signatures must be duly witnessed.

9. **TIME FOR ACCEPTANCE:**

Failure to complete the documents within 60 days of the date of this letter will automatically void our obligation to dispose of the Land to you.

Please return to this office, within the time limited above, all copies of the executed documents together with a certified cheque or money order representing the fees, and evidence of having met the other preconditions, outlined above.

We trust that the foregoing arrangements are satisfactory to you. If you have any questions, please contact the individual noted above.

Yours very truly,

Regional Director

cc:jsm

cc: Senior Land Officer

Province of
British Columbia

Ministry of
Forests and Lands

Lands Division
McLaren Centre
4240 Manor Street
Burnaby, B.C.
V5G 1B2
Telephone: (604) 660-5500
Rapicom: 660-5538

Attn: Ed Attfield
File: 2402441
87-05-29

District of Chilliwack
8550 Young Road, South
Chilliwack, B.C.
V2P 4P1

Dear Sirs:

Enclosed herewith is License No. 233004 covering all that foreshore or land covered by water being part of the bed of the Fraser River, Group 2, New Westminster District, more particularly shown outlined in red on plan attached issued in the name of District of Chilliwack commencing May 27, 1987 containing 40.47 hectares and issued for a period of ten years, for beach maintenance purposes at the rental of $1.00 for the term duly executed on behalf of the Regional Director.

We wish you every success with your new tenure. Please call if we can be of further assistance.

ENTERED JUN 12 1987

Yours truly,

Ed Attfield

Ed Attfield
for Manager,
Land Administration

EA/df
enclosure

cc: B.C. Assessment Authority, Chilliwack NTS92H/4c
Survey and Land Records, Victoria

G

REVIEW NOTICE

FILE NO: 24/0244/1

Field Staff

REVIEW REASON 5yr. review. REVIEW DATE May 27/1992

RECOMMENDATIONS Lease expires May 27/1997
Local park. Recommend review date coincide
with the expiry dates. No rental.

COMPLETED BY: A. Sacken DATE: March 11/92

Examiners

Calculation Method: -

Policy Number: 2

Royalty Rate: _____ Royalty Unit: _____

Percent of Gross: _____ Current Rent: $1.00 PPD.

Land Value: _____

NEXT REVIEW DATE: 1997-05-27

REVIEW REASON: 11

01 Rental	____	05 Pur. Price	____	09 Collat. Agree	____
02 Insurance	____	06 Other Perm.	____	10 Security	____
03 Dev/Mgt Plan	____	07 Royalty Rt.	____	11 Expiry	V
04 Survey Req.	____	08 Env.Conc.	____	12 Misc.	____

REMARKS: CONTINUE FOR A FURTHER FIVE YEARS
COMMENCING MAY 27, 1992.

Completed by _____ Approved by CS Date 92-04-02

W.L. CS
TAS
CLR
Mapping
Field Services
Please initial as entry made

JAS ENT'D. MAR 12 1992 OK

Recd 5350

Province of British Columbia BC Lands

APPLICATION FOR CROWN LAND

PLEASE PRINT INDIVIDUAL(S) — PROVIDE NAME(S) IN FULL

*INDICATE JOINT TENANCY OR TENANCY IN COMMON

JOINT TENANTS ☐ TENANTS IN COMMON ☐

OR COMPANY NAME: District of Chilliwack

ADDRESS (*PROVIDE BOTH STREET AND MAILING)

APT NO	STREET NO	STREET	POST OFFICE BOX NUMBER
	8550	Young Road	

CITY - TOWN	PROVINCE	POSTAL CODE
Chilliwack	British Columbia	V2P 4P1

HOME TELEPHONE	BUSINESS TELEPHONE	COMPANY INCORPORATION NO	NON-REFUNDABLE APPLICATION FEE ENCLOSED
District 792-9311	793-2986		☒

AGE - 19 YRS OR OVER	CANADIAN CITIZEN	PERMANENT RESIDENT OF CANADA
YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

MINISTRY OF ENVIRONMENT, LANDS AND PARKS
LANDS OPERATIONS
DATE STAMP
JUL 9 1996
#401 - 4603 KINGSWAY
BURNABY, B.C. V5H 4M4

LOCATION OF CROWN LAND: Island 22 Foreshore

AREA – HECTARES: 40.47 ha +/-

DESCRIPTION

☐ SURVEYED GIVE LEGAL DESCRIPTION

OR ☒ UNSURVEYED GIVE METES AND BOUNDS DESCRIPTION

All that foreshore or land covered by water being part of the bed of Fraser River, Group 2, New Westminster District, more particularly shown outlined in red on plan excerpt attached and containing 40.47 hectares, more or less.

DATE LAND STAKED AS PER FORM 1:

* NOTE 1. ATTACH OUTLINE OF INTENDED DEVELOPMENT 2. ATTACH A SKETCH MAP OF AREA

INTENDED LAND USE AND PERIOD REQUIRED: For beach maintenance purposes.

ANY OTHER LAND HELD BY APPLICANT OR SPOUSE ☐ YES ☐ NO — IF YES STATE TYPE AND TENURE

I HEREBY CERTIFY THAT ALL INFORMATION GIVEN IN THIS APPLICATION FOR CROWN LAND IS TRUE AND CORRECT AND THAT I AM AN AUTHORIZED AGENT / SIGNATORY (IF COMPANY)

APPLICANT SIGNATURE(S): R.D. Keen

DATE 04 JUL 96 OCCUPATION (IF INDIVIDUALS) District of Chilliwack Property Manager

G.S.T. REGISTRATION NO.

Personal information is collected by BC Lands pursuant to the Land Act for the purpose of administering Crown land. Information on your application, and if approved, subsequent tenure will become a part of the Crown Land Registry, which is routinely made available to the public under freedom of information legislation. If you have any questions about this collection of information, please contact the FOI advisor at your local BC Lands regional office.

FOR OFFICE USE ONLY

DATE APP. REC'D. YR. MTH. DAY	Regional office	APPLICATION IS ☐ NEW ☐ REPLACEMENT	FILE NO. 2404441
APPLICATION IS ☐ LAND ACT	LAND IS IN PROVINCIAL FOREST YES ☐ NO ☐	PROVINCIAL FOREST — APPLICATION FOR ☐ AQUATIC ☐ OTHER LAND	PRELIMINARY ESTIMATE OF LAND VALUE $
TYPE OF TENURE FOR APPLICATION ☐ LEASE ☐ LICENCE OF	☐ EASEMENT ☐ RIGHT OF WAY ☐ CROWN GRANT	☐ SECTION 10 PERMIT	REPLACES SUP. ☐ YES ☐ NO
FIELD SERVICES COPY	T.A.S. CODING		

L184(R10/93) OPC4260

DISTRICT OF CHILLIWACK 8550 YOUNG ROAD S., CHILLIWACK, B.C. V2P 4P1 TEL. 792-9311 29175 61899 0062987

INVOICE DATE	REFERENCE	INVOICE NUMBER	INVOICE AMOUNT	DEDUCTION	BALANCE
06-28	RENEWAL OF LIC 233004 FRASER RIVER FORESHORE ISLAND 22 BOAT LAUNCH	233004	53.50		53.5
				TOTAL	53.5

Cheque to I
96-07-09

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS
LANDS OPERATIONS
JUL 9 1996
#401 - 4603 KINGSWAY
BURNABY, B.C. V5H 4M4

20010441

PLEASE DETACH BEFORE PRESENTING FOR PAYMENT

DISTRICT OF CHILLIWACK
8550 YOUNG ROAD SOUTH
CHILLIWACK, B.C. V2P 4P1
TELEPHONE 792-9311 FAX. 795-8443

DATE	CHEQUE NO.	AMOUNT
96-07-04	61899	*****53.50

THE ROYAL BANK OF CANADA
CHILLIWACK, B.C.

GENERAL ACCOUNT

DISTRICT OF CHILLIWACK

PAY TO THE ORDER OF

MINISTER OF FINANCE & CORP
RELATIONS MINISTRY OF ENVIRON-
MENT LANDS & PARKS SUITE 401
4603 KINGSWAY BURNABY B C
V5H 4M4

PAReaves

⑈006298?⑈ ⑆00960⑈003⑆ 10?⑈583⑈?⑈

Province of British Columbia
Ministry of Forests and Lands

License of Occupation

THIS AGREEMENT executed in triplicate and dated for reference the 27th day of March, 1987.
IN PURSUANCE OF THE LAND ACT (Section 36).

LICENSE No. 233004
FILE No. 2402441

Between: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Forests and Lands, Parliament Buildings, Victoria, British Columbia
(hereinafter called the "Owner") OF THE FIRST PART

and DISTRICT OF CHILLIWACK
8550 Young Road, South
Chilliwack, B.C.
V2P 4P1
(hereinafter called the "Licensee") OF THE SECOND PART

WITNESSES THAT WHEREAS the Owner has agreed to grant to the Licensee a license over that parcel of land described in the schedule attached entitled Legal Description (hereinafter referred to as the "Land");

NOW, THEREFORE, in consideration of the fee to be paid by, and the covenants of, the Licensee, the parties agree as follows:

Article I—Grant of License

(1.01) The Owner, on the terms set forth herein, hereby grants to the Licensee a license to enter on the Land for the purposes described in the schedule attached entitled the Management Plan (hereinafter called the "Management Plan").

Article II—Duration

(2.01) The duration of the license and the rights herein granted shall be for a term of ten (10) years commencing on the 27th day of May, 1987 (herein called the "Commencement Date") unless cancelled in accordance with the terms hereof.

Article III—License Fee

(3.01) The Licensee shall pay to the Owner, in advance, on the Commencement Date, the license fee as prescribed in the Fee Schedule attached.

Article IV—Licensee's Covenants

(4.01) The Licensee covenants with the Owner

(a) to pay the license fee due at the address of the Owner first above written or at such other place as the Owner may specify from time to time;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes") which the Licensee is liable to pay;

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(e) to deliver to the Owner from time to time, upon demand, proof of insurance provided for in subsection 4.01 (k), receipts or other evidence of payment of Realty Taxes, insurance premiums and other monetary obligations of the Licensee required to be observed by the Licensee pursuant to this license;

(f) to indemnify and save the Owner harmless against all losses, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this license by the Licensee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Licensee's occupation of the Land,

and the Owner may add the amount of such losses, damages, costs and liabilities to the license fee and the amount so added shall be payable to the Owner immediately;

(g) to keep the Land in a safe, clean and sanitary condition satisfactory to the Owner and to make clean and sanitary any portion of the Land or any improvement that the Owner may direct by notice in writing to the Licensee;

(h) to permit the Owner, or his authorized representative to enter upon the Land at any time to examine its condition;

(i) to use and occupy the Land in accordance with the provisions of this license including those set forth in the Management Plan Schedule;

(j) on the expiration or at the earlier cancellation of this license

(i) to quit peaceably and deliver possession of the Land to the Owner,

(ii) to remove all buildings, machinery, plant equipment and apparatus and all other improvements to or things on the Land, from the Land,

(iii) to restore the surface of the Land to its original condition,

and to the extent necessary, this covenant shall survive the expiration or cancellation of this license;

(k) to effect and keep in force during the term, insurance protecting the Owner and the Licensee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land to an amount not less than $ 1,000,000.00 PROVIDED, however, that the Owner may, in his sole discretion, waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured.

(l) notwithstanding subsection (k) of section 4.01, the Owner may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to that subsection be changed and the Licensee shall, within 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) of section 4.01 to be changed to the amount specified in the notice and deliver to the Owner written confirmation of the change except that when the Licensee is self-insuring this section shall not apply;

(m) not to interfere with the activities of any other person to enter on and use the Land under a prior or subsequent license granted by the Owner.

Article V—Assignment

(5.01) The Licensee shall not assign this license or sublicense any part of the Land without the prior written consent of the Owner.

Article VI—Cancellation

(6.01) In the event that

(a) the Owner requires the Land for his own use or in his sole discretion, considers that it is in the public interest to cancel the rights herein granted, in whole or in part,

(b) the Licensee ceases to use the Land for the purposes permitted herein,

(c) the Owner, in his sole discretion, considers that it is no longer necessary for the Licensee to use the Land for the purposes permitted herein,

the Owner may on 90 days written notice to the Licensee, cancel this license and the rights herein granted, in whole or in part.

(6.02) In the event that the Licensee fails to observe or perform any of the covenants, agreements, provisions or conditions contained herein, and such failure continues for a period of 60 days next after the giving of written notice by the Owner to the Licensee of the nature of the failure, the Owner may cancel this license in accordance with the *Land Act* and, notwithstanding subsection (4.01) (j), any buildings, machinery, plant equipment and apparatus and all other improvements to the Land shall become, at the discretion of the Owner, the property of the Owner.

(6.03) In the event that

(a) the license hereby granted should be taken in execution or attachment by any person or the Licensee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors,

(b) The Owner discovers that the Licensee either in his application for this license or otherwise has, in the opinion of the Owner, misrepresented or withheld any fact material to the application,

the Owner may on 90 days written notice to the Licensee, cancel this license and the rights herein granted.

(6.04) Thirty days after the expiration or cancellation of this license, any improvements or fixtures that remain unremoved from the Land shall be absolutely forfeited to and become the property of the Owner and the Owner may remove them from the Land and the Licensee shall, on demand, compensate the Owner for all costs incurred by the Owner respecting their removal.

(6.05) The Licensee shall not be entitled to an mpensation, whether for damages or otherwise, in respect of a ca ion of this license by the Owner under this Article.

Article VII—Security

(7.01) The security in the sum of $ 0.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Licensee to the Owner n called the "Security") to guarantee the performance of the Licensee ligations under this license shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed; provided, however, that the owner may, in his sole discretion, waive the requirements of this subsection.

(7.02) In the event the Licensee should default in the performance of any of his obligations hereunder, it shall be lawful for the Owner, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutey forfeited to the Owner.

(7.03) The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this license.

(7.04) Notwithstanding any amount of Security stated to be required under section 7.01 the Owner may, from time to time by notice to the Licensee, demand the amount to be changed to that specified in a notice and the Licensee shall, within 60 days of such notice, change the Security to that specified and provide the Owner with evidence of the change, except that when no Security is required under section 7.01 this section shall not apply.

Article VIII—Notice

(8.01) Where service of a notice or a document is required under this license, the notice or document shall be in writing and shall be deemed to have been served if delivered to, or if sent by prepaid registered mail addressed to, the Owner and the Licensee at the addresses specified for each on the first page of this license, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(8.02) Either party may, by notice in writing to the other, specify another address for service of notices under this license and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(8.03) Notwithstanding section 8.01, any written notice to be served or given by the Owner to the Licensee under this license shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article IX—Miscellaneous

(9.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Owner unless such waiver is expressed in writing by the Owner. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Owner to any act by the Licensee requiring the consent or approval of the Owner shall not be considered to waive or render unnecessary such consents or approvals to any subsequent similar act by the Licensee.

(9.02) No remedy conferred upon or reserved to the Owner is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(9.03) This license is subject to:

(a) all subsisting grants to or rights of any person made or acquired under the *Coal Act*, *Forest Act*, *Mineral Act*, *Mining (Placer) Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Act* or *Wildlife Act*, or any extension or renewal of the same, whether or not the Licensee has actual notice of them,

(b) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act*, AND

(c) any prior disposition made pursuant to the *Land Act*.

(9.04) The Licensee acknowledges and agrees with the Owner that

(a) any interference with the rights of the Licensee under this license by virtue of the exercise or operation of the rights, privileges or interests described in section 9.03 shall not constitute a breach of the Owner's obligations hereunder and the Licensee releases and discharges the Owner from and against any claim for loss or damage arising directly or indirectly out of any such interference,

(b) all costs and expenses, direct or indirect, that arise out of any interference by the Licensee with the rights, privileges and interests described in section 9.03 shall be borne solely by the Licensee,

(c) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in section 9.03, AND

(d) all schedules referred to in this license form an integral part of this license.

(9.05) This license shall not entitle the Licensee to exclusive possession of the Land, and the Owner may grant licenses to others to use the Land, for any purpose other than that permitted herein, so long as the grant does not materially affect the exercise of the Licensee's rights hereunder. The question of whether a grant materially affects the exercise of the Licensee's rights hereunder shall be determined by the Owner in his sole discretion.

(9.06) The terms and p ons of this license shall extend to, be binding upon and enure to th efit of the parties hereto and their successors and permitted assigns.

(9.07) Time is of the essence in this agreement.

Article X—Interpretation

(10.01) In this license, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(10.02) The captions and headings contained in this license are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.

(10.03) Where in this license there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(10.04) If any section of this license 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.

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

SIGNED, SEALED AND DELIVERED on behalf of Her Majesty the Queen in Right of the Province of British Columbia by a duly authorized representative in the presence of:

Regional Director

SIGNED, SEALED AND DELIVERED by

in the presence of:

Signature of Licensee

SIGNED, SEALED AND DELIVERED by

in the presence of:

Signature of Licensee

The Common Seal of DISTRICT OF CHILLIWACK was hereunto affixed in the presence of:

MAYOR

AUTHORIZED SIGNATORY

MUNICIPAL CLERK

AUTHORIZED SIGNATORY

Province of British Columbia

Ministry of Forests and Lands

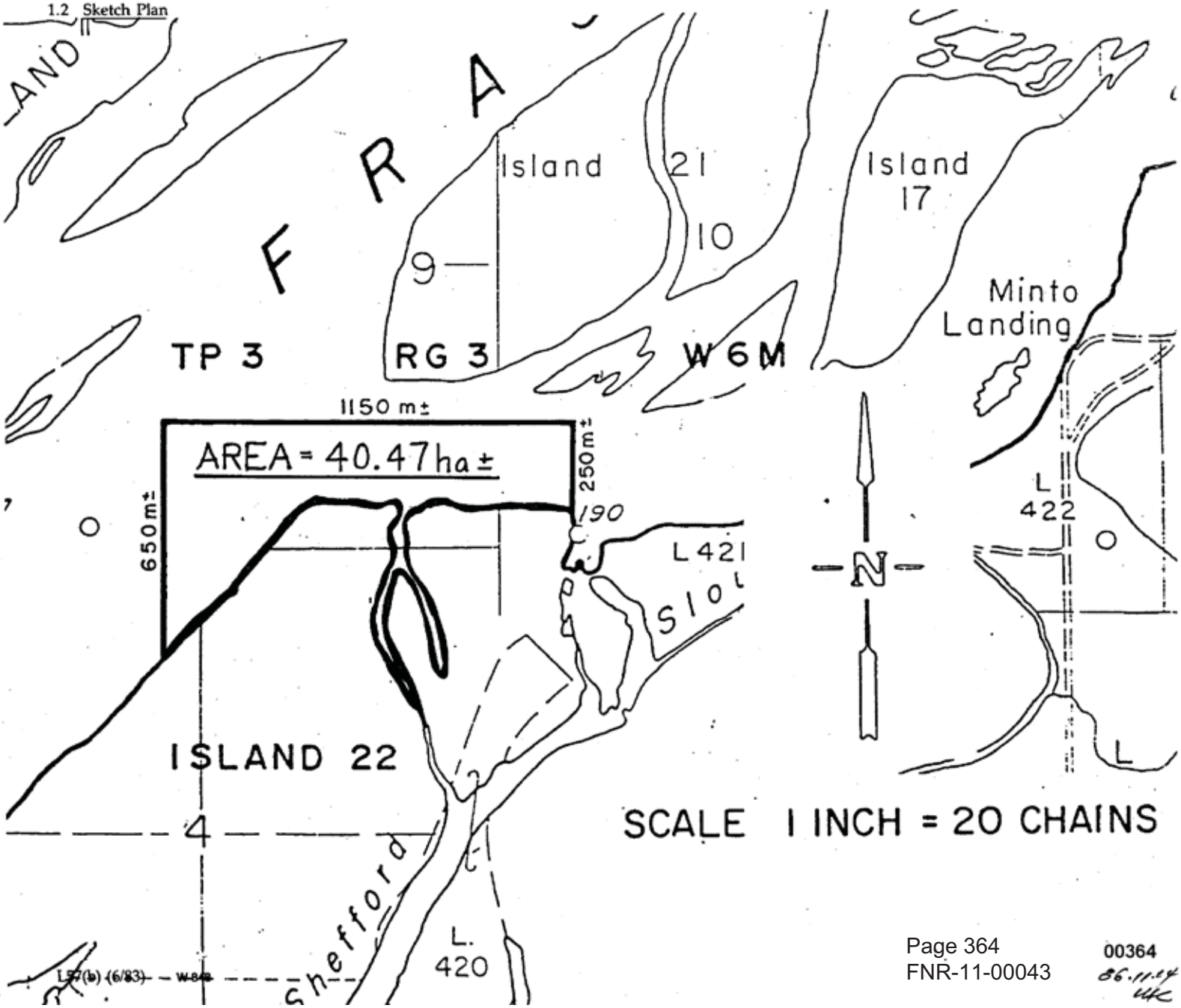
Legal Description Schedule

LICENSE No. 233004 | FILE No. 2402441

1.1 Legal Description

All that foreshore or land covered by water being part of the bed of Fraser River, Group 2, New Westminster District more particularly shown outlined in red on plan below and containing 40.47 hectares, more or less.

1.2 Sketch Plan



Province of British Columbia

Ministry of Forests and Lands

Management Plan Schedule

LICENSE No. 233004 | FILE No. 2402441

INSTITUTIONAL

1.1 Purpose

The Licensee shall use the Land only for the purpose of beach maintenance.

1.2 Special Provisions

The Licensee shall

(a) not disturb or interfere with any survey monuments, bar, or iron pin situate upon the Land;

Province of British Columbia

Ministry of Forests and Lands

ee Schedule

LICENSE No. 233004

FILE No. 2402441

The fee for the term shall be the sum of $ 1.00, payable in advance, on the Commencement Date.

L 56(b) M-406

PREPAID

Province of British Columbia

Ministry of Forests and Lands

EN)ORSEMENTS

LICENSE No. 233004

FILE No. 2402441

01892O2 V2

6520

LAND TITLE ACT
Form 17
(Sections 151, 152 (1), 220)
APPLICATION

NOTE: Before submitting this application, 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: CHARGE TRUE VALUE:
NATURE OF CHARGE: STATUTORY RIGHT OF WAY

Herewith Fees of $ _____

Full name, address, telephone number of person presenting application _____

_____

_____

_____
(Signature of applicant, solicitor or authorized agent)

Province of British Columbia

Ministry of Forests and Lands

Statutory Right of Way

STATUTORY RIGHT OF WAY No. 23316

FILE No. 0189202

THIS AGREEMENT executed in triplicate and dated for reference the 27 day of May, 19 87.

IN PURSUANCE OF THE **LAND ACT** (Section 37)

Between: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Forests and Lands, Parliament Buildings, Victoria, British Columbia

(hereinafter called the "Owner") OF THE FIRST PART

AND BRITISH COLUMBIA TELEPHONE COMPANY, a company incorporated by Special Act of the Parliament of Canada and having its head office at 3777 Kingsway in the Municipality of Burnaby, in the Province of British Columbia, V5H 3Z7, (Extra-provincial No. 1801A).

~~of 3777 Kingsway, Burnaby, British Columbia V5H 3Z7~~

PLEASE INITIAL Dule bM

(hereinafter called the "Grantee") OF THE SECOND PART

WITNESSES THAT WHEREAS the Owner has agreed to grant to the Grantee a statutory right of way over that parcel of land described in the schedule attached entitled Legal Description (hereinafter referred to as the "Land");

AND WHEREAS the statutory right of way herein granted is necessary for the operation and maintenance of the Grantee's undertaking;

NOW, THEREFORE, in consideration of the fee to be paid by, and the covenants of, the Grantee, the parties agree as follows:

Article I—Grant of Statutory Right of Way

(1.01) The Owner, on the terms set forth herein, hereby grants, to the Grantee a statutory right of way (herein called the "Right of Way") in respect of the Land for the purposes described in the schedule attached entitled the management plan (herein called the "Management Plan").

Article II—Duration

(2.01) The duration of the Right of Way and the rights herein granted shall be for a

term of 60 (sixty) years

commencing on the 29th day of July, 1987

(herein called the "Commencement Date") unless cancelled in accordance with the terms hereof.

Article III—Right of Way Fee

(3.01) The Grantee shall pay to the Owner, in advance, on the Commencement Date, the fee as prescribed in the fee schedule attached.

Article IV—Covenants of the Grantee

(4.01) The Grantee covenants with the Owner

(a) to pay the fee due at the address of the Owner first above written or at such other place as the Owner may specify from time to time;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes"), which the Grantee is liable to pay;

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation.

(d) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(e) to deliver to the Owner from time to time, upon demand, proof of insurance provided for in subsection (4.01) (k), and receipts or other evidence of payment of Realty Taxes, insurance premiums and other monetary obligations of the Grantee required to be observed by the Grantee pursuant to this agreement;

(f) to indemnify and save the Owner harmless against all losses, damages, costs and liabilities including fees of solicitors and other professional advisors arising out of:

(i) any breach, violation or non-performance of any covenant, or condition in this agreement by the Grantee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Grantee's occupation of the Land,

and the Owner may add the amount of such losses, damages, costs and liabilities to the fee payable hereunder and the amount so added shall be payable to the Owner immediately;

(g) to keep the Land in a safe, clean and sanitary condition satisfactory to the Owner, and on written notice from the Owner, to make safe, clean and sanitary any portion of the Land or improvements thereon that, in the opinion of the Owner contravene the provision of this convenant;

(h) to permit the Owner, or his authorized representative to enter upon the Land at any time to examine its condition;

(i) to use and occupy the Land in accordance with the provisions of this agreement and the provisions of the Management Plan which pursuant to section 9.08 form an integral part of this agreement;

(j) on the expiration or at the earlier cancellation of this agreement,

(i) to quit peaceably and deliver possession of the Land to the Owner,

(ii) to restore the surface of the Land to the satisfaction of the Owner, AND

(iii) to remove all buildings, machinery, apparatus, plant equipment, fixtures and other improvements to or things on the Land from the Land within 90 days, and any of the aforesaid improvements and things that remain unremoved thereafter shall be absolutely forfeited to and become the property of the Owner, and the Owner may remove them for the Land and the Grantee shall, on demand, compensate the Owner for all costs incurred by the Owner respecting their removal;

and to the extent necessary, this covenant shall survive the expiration or cancellation of this agreement;

(k) to effect and keep in force during the term, insurance protecting the Owner and the Grantee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land to an amount not less than $ 1,000,000.00

provided that the Owner may in his sole discretion waive the requirements of this subsection on the delivery to the Owner of proof that the Grantee is self-insured;

(l) notwithstanding subsection (k) of section 4.01, the Owner may from time to time notify the Grantee that the amount of insurance posted by the Grantee pursuant to that subsection be changed and the Grantee shall, within 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) of section 4.01 to be changed to the amount specified in the notice and deliver to the Owner written confirmation of the change, except that where the Grantee has been approved by the Owner as self-insured pursuant to subsection 4.01 (k) this subsection shall not apply for so long as he remains so.

(m) not to interfere with the activities of any other person to enter on and use the Land under a prior or subsequent disposition granted by the Owner;

Article V—Assignment

(5.01) The Grantee shall not assign this agreement or the interest of the Grantee in it or grant a license to occupy any part of the Land without the prior written consent of the Owner.

Article VI—Cancellation

(6.01) In the event that the Grantee ceases to diligently use the Land for the purposes permitted herein, the Owner may on 90 days written notice to the Grantee, cancel this agreement and the rights herein granted, in whole or in part.

(6.02) In the event that the Grantee fails to observe or perform any of the covenants, agreements, provisions or conditions contained herein, and such failure continues for a period of 60 days next after the giving of written notice by the Owner to the Grantee of the nature of the failure, the Owner may cancel this agreement in accordance with the *Land Act*.

(6.03) In the event that

(a) the Right of Way hereby granted should be taken in execution or attachment by any person or the Grantee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an agreement with his creditors, OR

(b) the Owner discovers that the Grantee either in his application for this Right of Way or otherwise has, in the opinion of the Owner, misrepresented or withheld any fact material to the application,

the Owner may on 90 days written notice to the Grantee, cancel this agreement and the rights herein granted.

(6.04) The Grantee shall not be entitled to any compensation, whether for damages or otherwise, in respect of a cancellation of this agreement by the Owner under this Article.

Article VII—Security

(7.01) The security in the sum of $ 0.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Grantee to the Owner (herein called the "Security") to guarantee the performance of the Grantee's obligations under this agreement shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed.

(7.02) In the event the Grantee should default in the performance of any of his obligations hereunder, it shall be lawful for the Owner, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Owner.

(7.03) The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or cancellation of this agreement.

(7.04) Notwithstanding any amount of Security stated to be required under section 7.01 the Owner may, from time to time by notice to the Grantee, demand the amount to be changed to that specified in a notice and the Grantee shall, within 60 days of such notice change the Security to that specified and provide the Owner with evidence of the change, except that where no Security is required under seciton 7.01 this section shall not apply.

Article VIII—Notice

(8.01) Where service of a notice or a document is required under this agreement, the notice or document shall be in writing and shall be deemed to have been served if delivered to, or if sent by prepaid registered mail addressed to, the Owner and the Grantee at the addresses specified for each on the first page of this agreement, and where service is by registered mail the notice or document shall be conclusively deemed to be served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(8.02) Either party may, by notice in writing to the other, specify another address for service of notices under this agreement and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(8.03) Notwithstanding section 8.01, any written notice to be served or given by the Owner to the Grantee under this agreement shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article IX—Miscellaneous

(9.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Owner unless such waiver is expressed in writing by the Owner. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Owner to any act by the Grantee requiring the consent or approval of the Owner shall not be considered to waive or render unnecessary such consents or approvals to any subsequent similar act by the Grantee

FNR-11-00043

(9.02) No remedy conferred upon or reserved to the Owner is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(9.03) This Right of Way is subject to:

(a) all subsisting grants to or rights of any person made or acquired under the *Coal Act*, *Forest Act*, *Mineral Act*, *Mining (Placer) Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Act*, or *Wildlife Act*, or any extension or renewal of the same, whether or not the Grantee has actual notice of them,

(b) any prior disposition made pursuant to the *Land Act*,

(c) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act*.

(9.04) This agreement shall not entitle the Grantee to exclusive possession of the Land and the Owner reserves the right to grant other dispositions of the Land, or any part of it, for the purposes permitted herein, or any other purpose, so long as the grant does not materially affect the exercise of the Grantee's rights hereunder. If a dispute should arise as to whether a subsequent disposition materially affects the exercise of the Grantee's rights hereunder then the dispute shall be referred to a sole arbitrator appointed pursuant to the *Arbitration Act*.

(9.05) The Grantee acknowledges and agrees with the Owner that

(a) any interference with the rights of the Grantee under this agreement by virtue of the exercise or operation of the rights, privileges or interests described in sections 9.03 and 9.04 shall not constitute a breach of the Owner's obligations hereunder and the Grantee releases and discharges the Owner from and against any claim for loss or damage arising directly or indirectly out of any such interference,

(b) all costs and expenses, direct or indirect, that arise out of any interference by the Grantee with the rights, privileges and interests described in sections 9.03 and 9.04 shall be borne solely by the Grantee, AND

(c) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in sections 9.03 and 9.04.

(9.06) The terms and provisions of this agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(9.07) Time is of the essence in this agreement.

(9.08) The Grantee acknowledges and agrees with the Owner that all schedules referred to in this agreement form an integral part of this agreement.

Article X—Interpretation

(10.01) In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(10.02) The captions and headings contained in this agreement are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.

(10.03) Where in this agreement there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(10.04) 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.

APPROVED
COUNSEL

APPROVED
LEGAL STAFF
SERVICES MANAGER

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

SIGNED, SEALED AND DELIVERED on behalf of Her Majesty the Queen in Right of the Province of British Columbia by a duly authorized representative in the presence of:

[illegible]
#210 - 4240 Manor Street
Burnaby, B.C. V5G 1B2

Regional Director

SIGNED, SEALED AND DELIVERED by

in the presence of:

Signature of Grantee

Please Initial

SIGNED, SEALED AND DELIVERED by

in the presence of:

Signature of Grantee

The Common Seal of BRITISH COLUMBIA TELEPHONE COMPANY was hereunto affixed in the presence of:

AUTHORIZED SIGNATORY VICE-PRESIDENT

AUTHORIZED SIGNATORY

Assistant Secretary

c/s

L116 R(08/86)

Province of British Columbia

Ministry of Forests and Lands

Legal Description Schedule

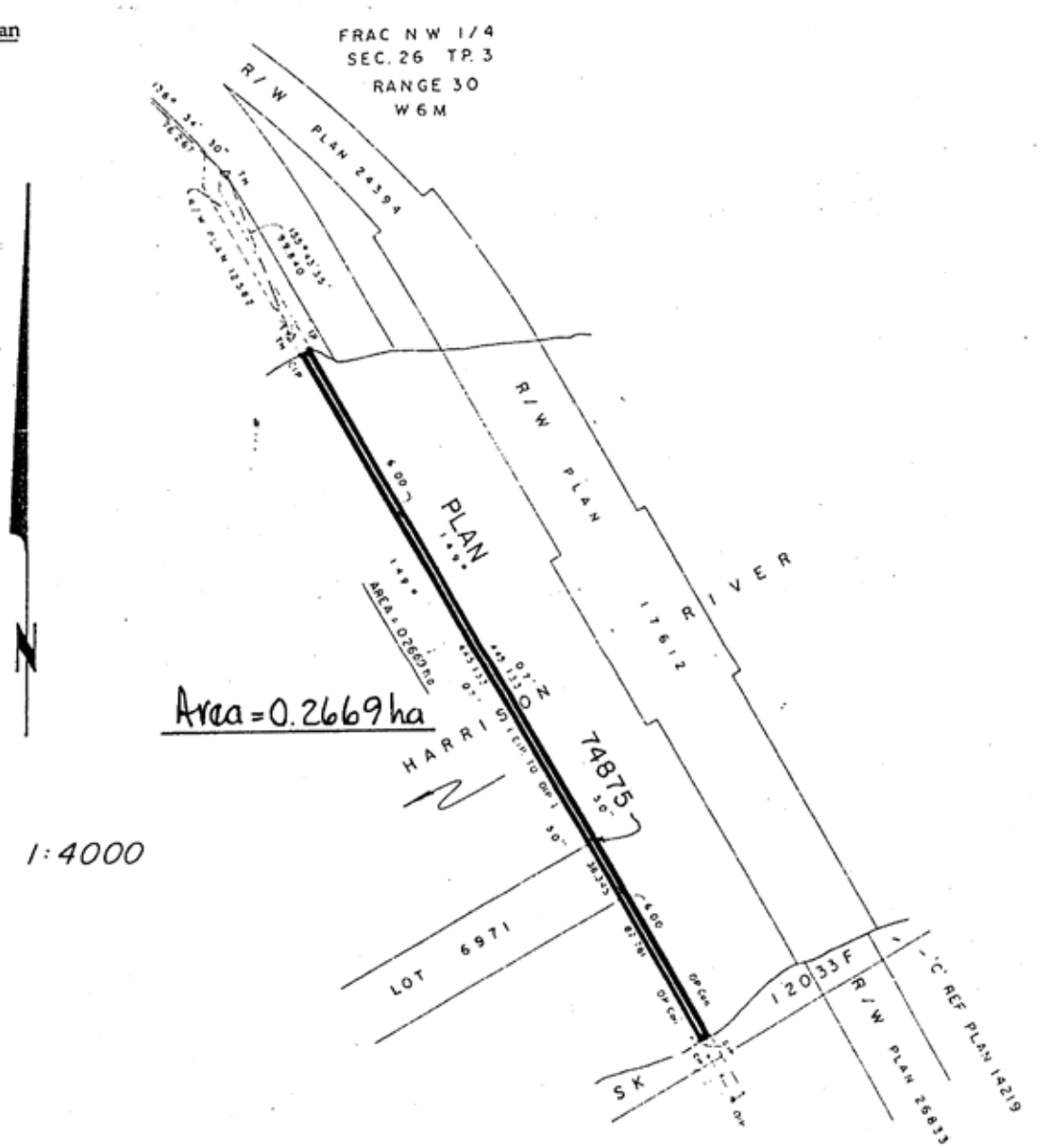
STATUTORY RIGHT OF WAY No. 233159 | FILE No. 0189202

1.1 Legal Description

That part of the bed of Harrison River, Group 1, New Westminster District, more particularly shown outlined on Plan 74875, on file in the Land Title Office, New Westminster, and containing 0.2669 hectares, more or less.

L 57(g) (9/83) ∝

1.2 Sketch Plan



COMPILED FROM OFFICIAL PLAN 3.T.1360

L57(h) (09/83) M-1009

Province of British Columbia

Ministry of Forests and Lands

Management Plan Schedule

STATUTORY RIGHT OF WAY No. 233159

FILE No. 0189202

RIGHT OF WAY

1.1 Purpose

Constructing, operating, removing, replacing, reconstructing, repairing and safeguarding an aerial telephone line.

1.2 Special Provisions

Province of British Columbia

Ministry of Forests and Lands

Fee Schedule

STATUTORY RIGHT OF WAY No.	233159	FILE No.	0189202

The fee for the term shall be the sum of $ 1.00 , payable in advance, on the Commencement Date.

Province of
British Columbia

Ministry of
Forests and Lands

Lands Operations
Lower Mainland Region
210, 4240 Manor Street
Burnaby, B.C.
V5G 1B2
Telephone: (604) 660-5500
Rapicom: 660-5538

Attn: Ed Attfield
File: 0189202

Your file: 6520
Date: 87-09-28

British Columbia Telephone
Company
3777 Kingsway
Burnaby, B.C.
V5H 3Z7

Attention: Mrs. Helen Agon

Dear Helen:

Enclosed herewith is Statutory Right-of-Way No. 233159 covering that part of the bed of Harrison River, Group 1, New Westminster District, more particularly shown outlined on Plan 74875, on file in the Land Title Office, New Westminster and issued in the name of British Columbia Telephone Company commencing July 29, 1987 containing 0.2669 hectares and issued for a period of sixty (60) years, for aerial telephone line Right-of-Way purposes, at the rental of $1.00 for the term duly executed on behalf of the Regional Lands Manager.

In order to protect your interest in this Right-of-Way in the event the area traversed thereby is alienated at a future date, we would ask that you register your interest in this easement in the appropriate Land Title Office at your earliest convenience, and thereafter advise this office of the charge number allocated thereto.

We wish you every success with your new tenure. Please call if we can be of further assistance.

Yours truly,

Ed Attfield

Ed Attfield
for Manager,
Land Administration

ENTERED OCT 14 1987

EA:jsm

Encl:

cc: B.C. Assessment Authority, Chilliwack (92H/4f)
Survey & Land Records, Victoria
Regional District of Fraser Cheam
Provincial Collector, Chilliwack
B.C. Forest Service, Rosedale

Province of
British Columbia

Ministry of
Forests and Lands

Regional Operations
Lower Mainland Region
McI[illegible]en Centre
21[illegible]40 Manor Street
Burnaby, British Columbia
V5G 1B2
Telephone: (604) 660-5500

OUR FILE 0189202

YOUR FILE 6520

Reply attention of: D. J. Oulton
Senior Examiner

ENTERED AUG 2 8 1987

British Columbia Telephone Company
3777 Kingsway
Burnaby, B.C.
V5H 3Z7

Attention: Mrs. Helen Agon

Dear Helen:

Re: Application for a ~~license of occupation~~/statutory right of way over the land described as
That part of the bed of Harrison River, Group 1, New Westminster District, more particularly shown outlined on Plan 74875, on file in the Land Title Office, New Westminster

(hereinafter referred to as the "Land")

We are pleased to advise you that we have approved your application for a disposition of the Land under the *Land Act* on the terms and conditions set forth below.

1. **FORM OF DISPOSITION AND TENURE:**

   The disposition of the Land to you will be by way of the ~~License of Occupation~~/Statutory Right of Way attached hereto (herein referred to as the Disposition) on the terms and conditions set forth therein.

2. **NO WARRANTY:**

   Neither this commitment nor the granting of the Disposition to you shall constitute a warranty or representation to you that the Land is suitable for its permitted use, that it can be built on, that it is not susceptible to flooding or erosion or that there is access to it.

3. **APPLICANT'S REPRESENTATION:**

   In signing and accepting the ~~License of Occupation~~/Statutory Right of Way attached hereto you represent and acknowledge to us that at the time of signing

   (a) (i) you are a Canadian citizen or landed immigrant and are of the full age of 19 years;
   (ii) where the applicant is a corporation or society it is duly organized or continued under the laws of British Columbia having Incorporation No. N/A ;

   (b) statements contained in your application for the disposition are true;

   (c) you have attended to inspect the Land and are fully aware of its condition;

   (d) you have knowledge of all municipal and regional bylaws regulating the use and development of the Land.

4. **NON MERGER:**

   The provisions of this agreement shall survive the execution and delivery of the Disposition documents provided that in the event of any contradiction between the provisions and the terms and conditions of the documents, the latter shall prevail.

L 114(b) (5/84) ∞

5. **TIME:**

Time is of the essence in this agreement.

6. **NON ASSIGNABLE:**

This commitment is not assignable or transferable.

7. **CONDITIONS PRECEDENT:**

7.1 **Statement of Fees:**

Please submit to this office the fees outlined below.

License Fee	$ 1.00 ✓ E.A.
Security	$ 0.00 –
Documentation Fee	$ 100.00 ✓ E.A.
Occupational Rental	$ 0.00 –
Other	$ 0.00 –
TOTAL	$ 101.00 ✓ E.A.

Where applicable the occupation rental payable in respect of your occupation of the Land from N/A to the commencement date of the License of Occupation/ Statutory Right of Way is charged at $ 0.00 per day. 012.

7.2 **Other Preconditions:**

☐ Please submit to this office evidence of insurance in effect, in the amount of $ N/A. 012

8. **EXECUTION OF DOCUMENTS:**

Please sign all copies of the documents in the space provided for signature(s). All signatures must be duly witnessed.

9. **TIME FOR ACCEPTANCE:**

Failure to complete the documents within 45 days of the date of this letter will automatically void our obligation to dispose of the Land to you.

Please return to this office, within the time limited above, all copies of the executed documents together with a certified cheque or money order representing the fees, and evidence of having met the other preconditions, outlined above.

We trust that the foregoing arrangements are satisfactory to you. If you have any questions, please contact the individual noted above.

Yours very truly,

Regional Director

JO/df

W-382

Province of
British Columbia

Ministry of Lands,
Parks and Housing

Lands and Housing
Regional Operations
Lower Mainland Region
McLaren Centre
4240 Manor Street
Burnaby, B.C.
V5G 1B2
Telephone: (604) 438-5344

438-5344 local 308
Attn: R. Marining
File: 0189202
85-08-19

B.C. Telephone Co.
16th Floor, 3777 Kingsway
Burnaby, B.C.
V5H 3Z7

Attention: Helen Agon

Dear Sir:

Enclosed herewith is Licence of Occupation No.232418 covering Lot 6297, Group 1, New Westminster District issued in the name of British Columbia Telephone Co. dated July 29, 1985 containing .2715 hectares and issued for a period of two years for telephone right-of-way line purposes, at the rental of $270.00 for the term duly executed on behalf of the Regional Director.

This new License is a replacement tenure for easement No.62, and in view of this issuance, the latter has been recorded as abandoned on our records as of July 29, 1985.

Yours truly,

ENTERED AUG 2 2 1985

Rod Marining
for Manager,
Land Administration

RM.df

enclosure

cc: Senior Land Officer, New Westminster (D.L. 6297, Gp.1)
B.C. Assessment Authority, Chilliwack (92H/4e.f)
Survey & Land Records, Victoria
Regional District/ Fraser-Cheam
Audit Copy
Surveyor of Taxes, Victoria

Province of British Columbia

Ministry of Lands, Parks and Housing

License of Occupation

LICENSE No. 232418

FILE No. 0189202

(hereinafter called the "Owner") OF THE FIRST PART

BRITISH COLUMBIA TELEPHONE CO. (Inc. No. 1801A)
16th Floor, 3777 Kingsway

Province of British Columbia

Ministry of Lands, Parks and Housing

License of Occupation
Right of Way

THIS AGREEMENT executed in triplicate and dated for reference the 29th day of July , 198 5 .
IN PURSUANCE OF THE LAND ACT (Section 36).

LICENSE No. 232418

FILE No. 0189202

Between: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Lands, Parks and Housing, Parliament Buildings, Victoria, British Columbia

(hereinafter called the "Owner") OF THE FIRST PART

and

BRITISH COLUMBIA TELEPHONE CO. (Inc. No. 1801A)
16th Floor, 3777 Kingsway
Burnaby, British Columbia, V5H 3Z7

(hereinafter called the "Licensee") OF THE SECOND PART

WITNESSES THAT WHEREAS the Owner has agreed to grant to the Licensee a license over that parcel of land described in the schedule attached entitled Legal Description (hereinafter referred to as the "Land");

NOW, THEREFORE, in consideration of the fee to be paid by, and the covenants of, the Licensee, the parties agree as follows:

Article I—Grant of License

(1.01) The Owner, on the terms set forth herein, hereby grants, to the Licensee a license to enter the Land for the purposes described in the schedule attached entitled the Management Plan (hereinafter called the "Management Plan").

Article II—Duration

(2.01) The duration of this license and the rights herein granted shall be for a term of two (2) years commencing on the 29th day of July, 1985 (herein called the "Commencement Date") unless cancelled in accordance with the terms hereof.

Article III—Fee

(3.01) The Licensee shall pay to the Owner, in advance, on the Commencement Date, the fee prescribed in the Fee Schedule attached.

(3.02) In the event, after approval of the boundary plan referred to in subsection 4.01 (n), the Owner shall determine that the area of land comprised within the plan is greater than the area of land described in the Legal Description Schedule then, in such case, the fee specified in the Fee Schedule shall be deemed to be adjusted at $_____ per hectare of the differing area, and the extra fee shall be paid to the Owner forthwith.

Article IV—Covenants of the Licensee

(4.01) The Licensee covenants with the Owner

(a) to pay the license fee due at the address of the Owner first above written or at such other place as the Owner may specify from time to time;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(e) to deliver to the Owner from time to time, upon demand, proof of insurance required to be maintained by the Licensee, receipts or other evidence of payment of Realty Taxes, insurance premiums and other monetary obligations of the Licensee required to be observed by the Licensee pursuant to this license;

(f) to indemnify and save the Owner harmless against all losses, damages, costs and liabilities including fees of solicitors and other professional advisors arising out of:

(i) any breach, violation or non-performance of any covenant, condition or agreement in this license by the Licensee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Licensee's occupation of the Land,

and the Owner may add the amount of such losses, damages, costs and liabilities to the license fee due hereunder and the amount so added shall be payable to the Owner immediately;

(g) to keep the Land in a safe, clean and sanitary condition satisfactory to the Owner and to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Owner, contravenes the provisions of this covenant;

(h) to permit the Owner, or his authorized representative to enter upon the Land at any time to examine its condition;

(i) to use and occupy the Land in accordance with the provisions of this License and the Management Plan;

(j) subject to Article IX on the expiration or at the earlier cancellation of this license:

(i) to peaceably quit and deliver possession of the Land to the Owner,

(ii) to remove all buildings, machinery, plant equipment and apparatus and all other improvements to or things on the Land, AND

(iii) to restore the surface of the Land to the satisfaction of the Owner,

and to the extent necessary, this covenant shall survive the expiration or cancellation of this license;

(k) to effect and keep in force during the term, insurance protecting the Owner and the Licensee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land to an amount not less than $ 1,000,000, PROVIDED, however, that the Owner may, in his sole discretion, waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured.

(l) notwithstanding subsection (k) of section 4.01, the Owner may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to that subsection be changed and the Licensee shall, within 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) of section 4.01 to be changed to the amount specified in the notice and deliver to the Owner written confirmation of the change;

(m) not to interfere with the activities of any other person to enter on and use the Land under a prior or subsequent disposition granted by the Owner;

(n) to deliver to the Owner a boundary plan of the Land prepared by a British Columbia Land Surveyor, in a form satisfactory to the Owner, not later than 30 days prior to the expiration of this license.

Article V—Assignment

(5.01) The Licensee shall not assign this license or sublicense any part of the Land without the prior written consent of the Owner.

Article VI—Cancellation

(6.01) In the event that

(a) the Owner requires the Land for his own use or in his sole discretion, considers that it is in the public interest to cancel the rights herein granted, in whole or in part,

(b) the Licensee ceases to use the Land for the purposes permitted herein,

(c) the Owner, in his sole discretion, considers that it is no longer necessary for the Licensee to use the Land for the purposes permitted herein,

the Owner may on 90 days written notice to the Licensee, cancel this license and the rights herein granted, in whole or in part.

(6.02) In the event that the Licensee fails to observe or perform any of the covenants, agreements, provisions or conditions contained herein, and such failure continues for a period of 60 days next after the giving of written

notice by the Owner to the Licensee of the nature of the failure, the Owner may cancel this agreement in accordance with the *Land Act* and, notwithstanding section (4.01) (j), any buildings, machinery, plant equipment and apparatus and all other improvements to the Land shall become, at the discretion of the Owner, the property of the Owner.

(6.03) In the event th

(a) the licens eby granted should be taken in execution or attachment by any person or the Licensee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an agreement with his creditors,

(b) The Owner discovers that the Licensee either in his application for this license or otherwise has, in the opinion of the Owner, misrepresented or withheld any fact material to the application,

then, the Owner may on 90 days written notice to the Licensee, cancel this license and the rights herein granted.

(6.04) Thirty days after the expiration or cancellation of this license, any improvements or fixtures that remain unremoved from the Land shall be absolutely forfeited to and become the property of the Owner and the Owner may remove them from the Land and the Licensee shall, on demand, compensate the Owner for all costs incurred by the Owner respecting their removal.

(6.05) The Licensee shall not be entitled to any compensation, whether for damages or otherwise, in respect of a cancellation of this license by the Owner under this Article.

Article VII—Security

(7.01) The security in the sum of $ NIL and all rights, privileges, benefits and interests accruing thereto delivered by the Licensee to the Owner (herein called the "Security") to guarantee the performance of the Licensee's obligations under this license shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed.

(7.02) In the event the Licensee should default in the performance of any of his obligations hereunder, it shall be lawful for the Owner, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutey forfeited to the Owner.

(7.03) The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or cancellation of this license.

(7.04) Notwithstanding section 7.01, the Owner may from time to time notify the Licensee that the amount of Security delivered by the Licensee to the Owner be changed and specify the amount of Security required by the Owner.

(7.05) The Licensee shall, within 60 days of receiving the notice referred to in section 7.04, cause the amount of Security delivered to the Owner to be changed to the amount specified in the notice and provide the Owner with written confirmation of the change, except that where no security is required under section 7.01 this section shall not apply.

Article VIII—Notice

(8.01) Where service of a notice or a document is required under this license, the notice or document shall be in writing and shall be deemed to have been served if delivered to, or if sent by prepaid registered mail addressed to, the Owner and the Licensee at the addresses specified for each on the first page of this license, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(8.02) Either party may, by notice in writing to the other, specify another address for service of notices under this license and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(8.03) Notwithstanding section 8.01, any written notice to be served or given by the Owner to the Licensee under this license shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article IX—Statutory Right of Way

(9.01) If the Licensee

(a) is not in default hereunder,

(b) has delivered a written notice to the Owner, not later than 30 days prior to the expiration of this license confirming that a boundary plan of the Land has been prepared and completed by a British Columbia Land Surveyor in compliance with instructions of the Surveyor-General, and deposited in the appropriate Land Title Office, AND

(c) has paid to the Owner the administration and documentation fees due under the *Land Act* in respect of a right of way issued under this Article

then, the Owner shall grant to the Licensee a statutory right of way over the Land described in the said plan, on the terms and conditions in the form attached entitled Statutory Right of Way.

(9.02) The obligations of the Owner under section 9.01 shall be automatically cancelled if the form of Statutory Right of Way is not executed and returned to the Owner by the Licensee within 60 days of the date of delivery for execution.

(9.03) The legal description to be inserted on page 2 of the Statutory Right of Way shall be the description established by the deposit of the plan in the appropriate Land Title Office.

Article X—Miscellaneous

(10.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Owner unless such waiver is expressed in writing by the Owner. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Owner to any act by the Licensee requiring the consent or approval of the Owner shall not be considered to waive or render unnecessary such consents or approvals to any subsequent similar act by the Licensee.

(10.02) No remedy conferred upon or reserved to the Owner is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(10.03) This license is subject to:

(a) all subsisting grants to or rights of any person made or acquired under the *Coal Act*, *Forest Act*, *Mineral Act*, *Mining (Placer) Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Act*, or *Wildlife Act*, or any extension or renewal of the same, whether or not the Licensee has actual notice of them,

(b) any prior disposition made pursuant to the *Land Act*,

(c) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act*.

(10.04) This license shall not entitle the Licensee to exclusive possession of the Land and the Owner reserves the right to grant other dispositions of the Land, or any part of it, for the purposes permitted herein, or any other purpose, so long as the grant does not materially affect the exercise of the Licensee's rights hereunder. The question of whether a subsequent disposition materially affects the exercise of the Licensee's rights hereunder shall be determined by the Owner.

(10.05) The Licensee acknowledges and agrees with the Owner that

(a) any interference with the rights of the Licensee under this license by virtue of the exercise or operation of the rights, privileges or interests described in sections 10.03 and 10.04 shall not constitute a breach of the Owner's obligations hereunder and the Licensee releases and discharges the Owner from and against any claim for loss or damage arising directly or indirectly out of any such interference,

(b) all costs and expenses, direct or indirect, that arise out of any interference by the Licensee with the rights, privileges and interests described in sections 10.03 and 10.04 shall be borne solely by the Licensee,

(c) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in sections 10.03 and 10.04, AND

(d) all schedules referred to in this license form an integral part of this license.

(10.06) The terms and provisions of this license shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(10.07) Time is of the essence in this agreement.

Article XI—Interpretation

(11.01) In this license, unless the context otherwise requires, the singular includes the plural and the masculine includes the femine gender and a corporation.

(11.02) The captions and headings contained in this license are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.

(11.03) Where in this license there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(11.04) If any section of this license 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.

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

SIGNED, SEALED AND DELIVERED by a duly authorized representative of the Minister of Lands, Parks and Housing on behalf of Her Majesty the Queen in Right of the Province of British Columbia in the presence of:

Regional Director

SIGNED, SEALED AND DELIVERED by

in the presence of:

Signature of Licensee

The Common Seal of BRITISH COLUMBIA TELEPHONE COMPANY was hereunto affixed in the presence of:

AUTHORIZED SIGNATORY VICE-PRESIDENT

AUTHORIZED SIGNATORY Assistant Secretary

APPROVED
DCB.
COUNSEL

APPROVED
REAL ESTATE MANAGER

c/s

Province of British Columbia

Ministry of Lands, Parks and Housing

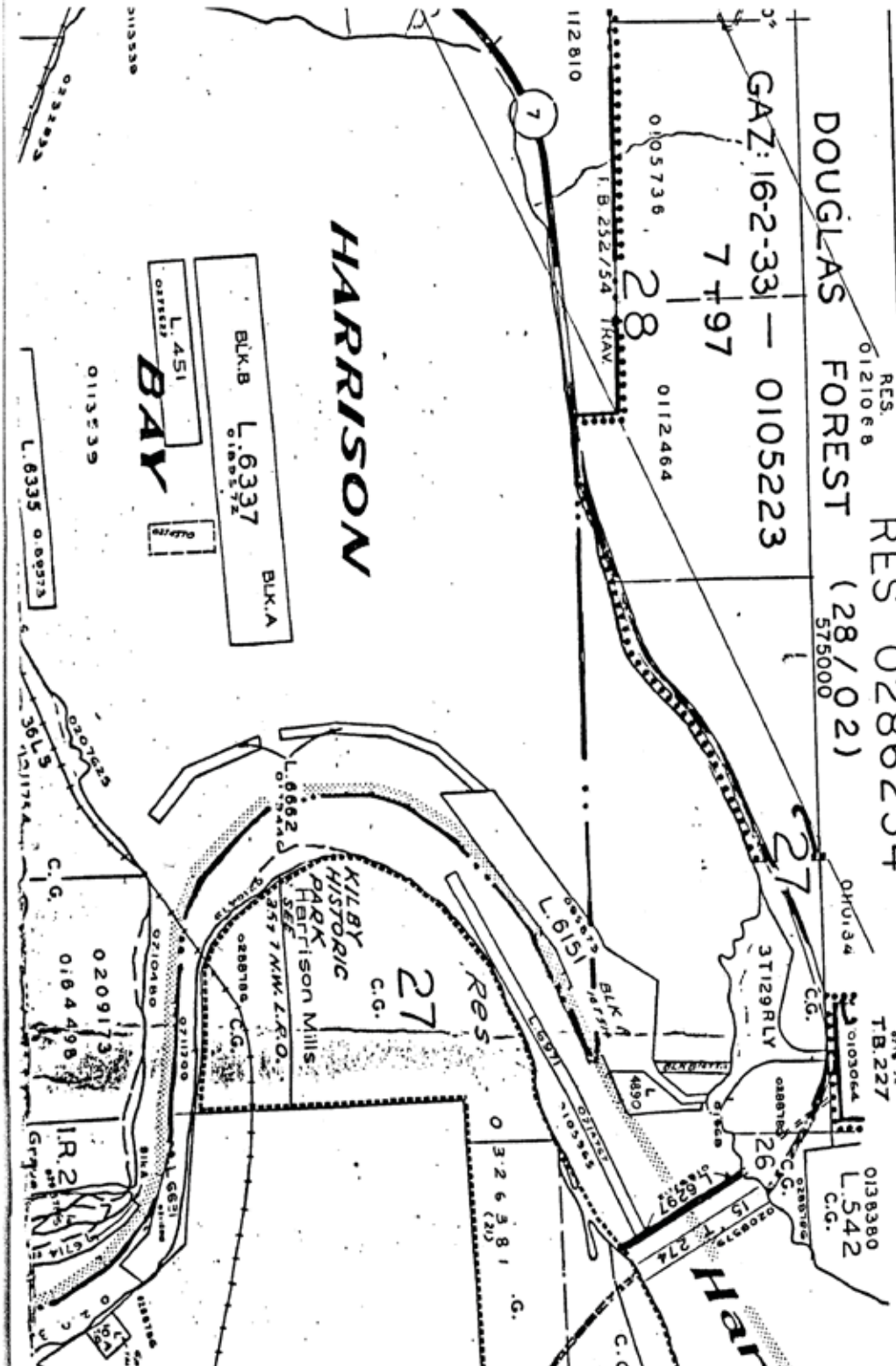
Legal Description Schedule

LICENSE No. 232418 | FILE No. 0189202

1.1 Legal Description

Lot 6297, Group 1, New Westminster District.

L 57(f) (9/83) M-781



SECTION 26 TR 3,
SIXTH MERIDIAN
Gazetted Road
B.C. Gazette - Jan 25, 1934
S 30°52'W
269.2
B.C. Gazette
N 59°08'E
S 59°30'E
S 30°59'40"E
209.55
209.29
River bank
mud flats
Low water
Ramp
Bridge
Caisson
Piling
HARRISON
RIVER
LOT 6297
1.071 ACRES
S 30°59'30"E

Low water
mud flats
River bank
S 30°39'30" E
Proposed bridge
SK 12033
SK 6639
SK 12085
SK 12086
SK 6357
N 10.01
S 29°58' E
S 40°15' E
S 30°02' E
N 59°00'55" E
N 76°00'30" E
FRACTIONAL NW 1/4 SECTION 26 T1: 3,
RANGE 30 - WEST OF SIXTH MERIDIAN
SCALE 1" = 100'

Province of British Columbia

Ministry of Lands, Parks and Housing

Management Plan Schedule

LICENSE No. 232418 | FILE No. 0189202

RIGHT OF WAY

1.1 Purpose

Constructing, operating, removing, replacing, reconstructing, repairing and safeguarding a telephone line.

1.2 Special Provisions

Province of British Columbia

Ministry of Lands, Parks and Housing

Fee Schedule

LICENSE No. 232418

FILE No. 0189202

The fee for the term shall be the sum of $ 270, payable in advance, on the Commencement Date.

L 56(h) (9/83) ∞

PREPAID

Province of
British Columbia

Ministry of Lands,
Parks and Housing

Lands and Housing Regional Operations
Lower Mainland Region
McLarer Centre
210 - 4240 Manor Street
Burnaby, British Columbia
V5G 1B2
Telephone: (604)438-5344

OUR FILE 0189202

YOUR FILE

Date: 85-06-14

Reply attention of: R. F. Gilmour, Manager
Land Administration

BRITISH COLUMBIA TELEPHONE CO.
16th Floor, 3777 Kingsway
Burnaby, British Columbia
V5H 3Z7

Attention: Helen Agon, Real Estate and Rights-of-Way Representative

Dear Mrs. Agon:

Re: Application for a license of occupation/statutory right of way over the land described as

Lot 6297, Group 1, New Westminster District.

(hereinafter referred to as the "Land")

We are pleased to advise you that we have approved your application for a disposition of the Land under the *Land Act* on the terms and conditions set forth below.

1. **FORM OF DISPOSITION AND TENURE:**

The disposition of the Land to you will be by way of the License of Occupation/Statutory Right of Way attached hereto (herein referred to as the Disposition) on the terms and conditions set forth therein.

2. **NO WARRANTY:**

Neither this commitment nor the granting of the Disposition to you shall constitute a warranty or representation to you that the Land is suitable for its permitted use, that it can be built on, that it is not susceptible to flooding or erosion or that there is access to it.

3. **APPLICANT'S REPRESENTATION:**

In signing and accepting the License of Occupation/Statutory Right of Way attached hereto you represent and acknowledge to us that at the time of signing

(a) (i) you are a Canadian citizen or landed immigrant and are of the full age of 19 years;
(ii) where the applicant is a corporation or society it is duly organized or continued under the laws of British Columbia having Incorporation No. 1801-A ;

(b) statements contained in your application for the disposition are true;

(c) you have attended to inspect the Land and are fully aware of its condition;

(d) you have knowledge of all municipal and regional bylaws regulating the use and development of the Land.

4. **NON MERGER:**

The provisions of this agreement shall survive the execution and delivery of the Disposition documents provided that in the event of any contradiction between the provisions and the terms and conditions of the documents, the latter shall prevail.

L 114(b) (5/84) ∝

ENTERED JUN 2 5 1985

5. **TIME:**

Time is of the essence in this agreement.

6. **NON ASSIGNABLE:**

This ımitment is not assignable or transferable.

7. **CONDITIONS PRECEDENT:**

7.1 **Statement of Fees:**

Please submit to this office the fees outlined below.

License Fee	$ 270
Security	$
Documentation Fee	$ 100
Occupational Rental	$
Other	$
TOTAL	$ 370

Where applicable the occupation rental payable in respect of your occupation of the Land from NIL to the commencement date of the License of Occupation/ Statutory Right of Way is charged at $ NIL per day.

Please see attached.

7.2 **Other Preconditions:**

☐ Please submit to this office evidence of insurance in effect, in the amount of $ 1,000,000.

8. **EXECUTION OF DOCUMENTS:**

Please sign all copies of the documents in the space provided for signature(s). All signatures must be duly witnessed.

9. **TIME FOR ACCEPTANCE:**

Failure to complete the documents within 60 days of the date of this letter will automatically void our obligation to dispose of the Land to you.

Please return to this office, within the time limited above, all copies of the executed documents together with a certified cheque or money order representing the fees, and evidence of having met the other preconditions, outlined above.

We trust that the foregoing arrangements are satisfactory to you. If you have any questions, please contact the individual noted above.

Yours very truly,

Regional Director

RFG/gb

W-382

that within two (2) years from the date hereof you will have the area surveyed at your own expense, at which time the Ministry will convert this temporary tenure to a Statutory Right-of-Way.

Province of British Columbia

Ministry of Lands, Parks and Housing

NOV - 2 1984

STATEMENT OF ACCOUNT

File No. 01: A2 Lease No. 62 Invoice No.

Statement Date: 31/10/84
Due Date: OVERDUE

YOUR FILE: 1103 BCER/RPA 1721

B.C. HYDRO & POWER AUTHORITY, ACCOUNTS PAYABLE
11TH FLOOR 970 BURRARD ST
VANCOUVER B.C.
V6Z 1Y2

PRINCIPAL OUTSTANDING :	$	5.00
INTEREST :	$	.05
CURRENT CHARGES :	$	.00
NEW BALANCE OWING :	$	5.05

Please Note: Payment should be made in Canadian Funds. Do not mail cash. A service fee of $10.00 will be charged for dishonoured cheques.

86954

THIS ACCOUNT IS NOW OVERDUE. ALL OVERDUE ACCOUNTS ARE SUBJECT TO CANCELLATION.

INTEREST WILL CONTINUE TO ACCUMULATE ON THE OUTSTANDING PRINCIPAL ON A PER-DIEM BASIS UNTIL PAYMENT IS RECEIVED IN FULL.

FAILURE TO PAY THIS ACCOUNT IN FULL WILL RESULT IN CANCELLATION OF YOUR TENURE.

LEGAL DESC: L 6297 CROSSING HARRISON RIVER

Make cheque payable to **"Minister of Finance"** and mail with stub direct to
MINISTRY OF LANDS, PARKS AND HOUSING
210 - 4240 MANOR ST.
BURNABY B.C.
V5G 1B2

Interest is currently charged on a daily basis on all overdue accounts at an equivalent rate of 1.21% per month) (13.5% per annum)

This rate will be adjusted quarterly in accordance with B.C. Government policy.

Retain this portion for your records.

Your cancelled cheque will be your receipt.

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

File No. 0189202 Lease No. 62 Invoice No.

Statement Date: 31/10/84
Due Date: OVERDUE

Name:
B.C. HYDRO & POWER AUTHORITY, ACCOUNTS PAYABLE

86954
2
21

NOV 8 1984

Balance Owing $ 5.05

Regional office use only	
LANDS PARKS & HOUSING 210 - 4240 MANOR ST. BURNABY B.C. V5G 1B2	78209 0020

ENTER AMOUNT OF PAYMENT $

FORM CAP 008-81-3

ORIGINAL

MINISTRY OF LP&H-REGIONAL OPERATIONS

FILE ACCOUNT DETAILS

FILE NO: 0189202 EASEMENT NO: 62 STATUS: 00 LAND AC

ANNUAL RENTAL: $ 5.00 DATE GRANTED: 4/10/52 ROYALTY PAYABLE:
PERIOD OF LEASE: PERPETUITY NEXT REVIEW : 4/10/99 GROSS RECEIPTS :

NAME & ADDRESS:
B.C. HYDRO & POWER AUTHORITY, ACCOUNTS PAYABLE
11TH FLOOR 970 BURRARD ST.
VANCOUVER B.C.
V6Z 1Y2

ACCOUNTING HISTORY:

DATE	REF.NO.	COMPT. GENERAL	REVENUE TYPE	REVENUE AMOUNT	ACCOUNTS RECEIVABLE	SUSPENSE	PERFORMANCE BONDS
4/10/80	200669		3	5.00-	5.00		
31/10/80	201174	10.00			10.00-		
4/10/81	202437		3	5.00-	5.00		
14/10/81	203228	5.00			5.00-		
1/10/82	205876	5.00	3	5.00-			
4/10/82	203995		3	5.00-	5.00		
8/10/82	20513		3	5.00	5.00-		
4/10/83	205514		3	5.00-	5.00		
3/10/83	208549	5.00			5.00-		

ACCOUNTS RECEIVABLE ITEMS OUTSTANDING:

DATE	REF.NO.	AMOUNT
3/10/83	208549	5.00-

OUTSTANDING INTEREST:

CALCULATED TO	AMOUNT

UNBILLED ITEMS:

DATE	UNBILLED AMOUNT

NOTES

IN PAYMENT OF ACCOUNT RENDERED TO BRITISH COLUMBIA H RO AND POWER AUTHORITY

DETACH THIS STATEMENT BEFORE DEPOSITING CHEQUE

00837227

ALL PROVINCIAL S.S. TAX DELETED FROM INVOICES

OUR LICENSE NO. 8208495

00837227

DAY MO. YR.	INVOICE NO.	CASH DISCOUNT	AMOUNT	DAY MO. YR.	INVOICE NO.	CASH DISCOUNT	AMOUNT
10AUG83	20004569	.00	5.00			.00	
12/6.9K	OVERHEAD DISTRIBUTION LINE CROSSING HARRISON						
RIVER IN THE VICINITY OF THE LOUGHEED HIGHWAY BRIDGE -LOT-62							
97-GROUP 1, N.W.D. FOLIO B-24 FILE#0189202 1103 BCER							
		TOTAL			5.00		

20009261

RECEIVED
SEP 27 1983
$5.00 XX
BY BD
COMP. ENT'D. OCT 3 1983

Duplicate?

RECEIVED
SEP 27 1983
ACCOUNTING DEPARTMENT

IN PAYMENT OF ACCOUNT RE[illegible]DERED TO BRITISH COLUMBIA HYD[illegible]O AND POWER AUTHORITY

DETACH THIS STATEMENT BEFORE DEPOSITING CHEQUE

ALL PROVINCIAL S.S. TAX DELETED FROM INVOICES

OUR LICENSE NO. 8208495

00 598194 00598194

DAY MO. YR.	INVOICE NO.	CASH DISCOUNT	AMOUNT	DAY MO. YR.	INVOICE NO.	CASH DISCOUNT	AMOUNT
13AUG81	20003465	.00	5.00			.00	
12/6.9K	OVERHEAD DISTRIBUTION LINE CROSSING HARRISON RIVER IN THE VICIN						
ITY OF	THE LOUGHEED HIGHWAY BRIDGE -LOT-6297-GROUP 1, N.W.D. FOLIO 8-24 FILE#						
)189202							
		TOTAL			5.00		

[illegible] OCT 3 1981

OCT - 2 1981 OCT 14 1981

$ 5.00

COMP. ENG. [illegible]

20002950

Province of
British Columbia

Ministry of
the Environment

ACCOUNTING DIVISION

Parliament Buildings
Victoria,
British Columbia
V8V 1X5

Receipt No. 38620 LMD-21

B.C.HYDRO & POWER AUTHORITY
PROPERTY DIVISION,
900-1045 HOWE ST,
VANCOUVER B.C.
V6Z 2B1

Please refer to File No. 189202

Dear Sir or Madam:

FOLD HERE

This will acknowledge your letter received on

12/ 2/80 containing a remittance of $ 10.00

FOLD HERE

Yours very truly,

for Departmental Comptroller

IN PAYMENT OF ACCOUNT R DERED TO BRITISH COLUMBIA HY .O AND POWER AUTHORITY

DETACH THIS STATEMENT BEFORE DEPOSITING CHEQUE

ALL PROVINCIAL S.S. TAX DELETED FROM INVOICES

OUR LICENSE NO. 8208495

00433808

00433808

DAY MO. YR.	INVOICE NO.	CASH DISCOUNT	AMOUNT	DAY MO. YR.	INVOICE NO.	CASH DISCOUNT	AMOUNT
10SEP80	20003015	.00	10.00				
276.9K	OVERHEAD DISTRIBUTION LINE CROSSING HARRISON RIVER IN THE VICIN						
ITY OF	THE LOUGHEED HIGHWAY BRIDGE -LOT-6297-GROUP 1, N.W.D. FOLIO 8-24 FILE#						
189202							
	TOTAL						

10.00
R.L.

file

MINISTRY OF LANDS,
PARKS AND HOUSING

OCT 16 1980

MAIL ROOM
VICTORIA, B.C.

LANDS AND HOUSING
REGIONAL OPERATIONS DIVISION

OCT 20 1980

4240 MANOR STREET
BURNABY, B.C. V5G 1B2

3114030

RECEIVED

OCT 15 19[illegible]

OCT 31 1980

$ [illegible]

COMP. ENTD.

5.00
Balance

Province of
British Columbia

Ministry of
the Environment

ACCOUNTING DIVISION

Parliament Buildings
Victoria,
British Columbia
V8V 1X5

Receipt No. 30047 LMD-21

B.C.HYDRO & POWER AUTHORITY
PROPERTY DIVISION,
900-1045 HOWE ST,
VANCOUVER B.C.
V6Z 2B1

Please refer to File No. 189202

Dear Sir or Madam:

FOLD HERE

FOLD HERE

This will acknowledge your letter received on

14/ 3/79 containing a remittance of $ 10.00

Yours very truly,

for Departmental Comptroller

Approved
OCT 4 1952
2410

report:

THAT an application has been received from the British Columbia Electric Railway Company Limited for an easement covering a right of way for an overhead power transmission line crossing the Harrison River in the vicinity of the Lougheed Highway Bridge, surveyed and designated Lot 6297, Group 1, New Westminster District, containing 0.671 acres, more particularly coloured red on the attached plan.

AND TO RECOMMEND:

THAT under authority contained in Section 71 of the "Land Act" being Chapter 175, Revised Statutes of British Columbia, 1948, an easement be granted the said British Columbia Electric Railway Company Limited covering Lot 6297, Group 1, New Westminster District, covering the right of way applied for, for the purpose of the maintenance of an overhead power transmission line, subject to the terms and conditions set out hereunder:

(a) That the Company pay to the Crown the sum of Five ($5.00) Dollars per annum for the easement.

(b) That the Company shall pay all taxes, rates, duties and assessments whatsoever, whether municipal, parliamentary or otherwise, now charged or hereafter to be charged upon the said demised premises or any part thereof, or upon the said Lessor, his successors or assigns in respect thereof.

(c) That the term of this easement shall cover only the period during which the right of way is in use by the Company for the purpose mentioned and shall terminate on cessation of such use.

(d) That the Company shall remove any fixtures remaining on the said lands within a period of 60 days after the expiration of the term hereby granted leaving the premises in a safe and satisfactory condition; and any fixtures not so removed shall forthwith become the property of the Crown.

C

.....(e)....

(e) That the works in connection with the construction and maintenance of the submarine cable shall be carried out in accordance with the provisions of the "Navigable Waters' Protection Act" of the Dominion of Canada and the regulations of the Dominion Government made apnurtenant thereto in effect from time to time, providing that the said easement shall not otherwise effect the title of the Province in the said foreshore or lands underlying the water.

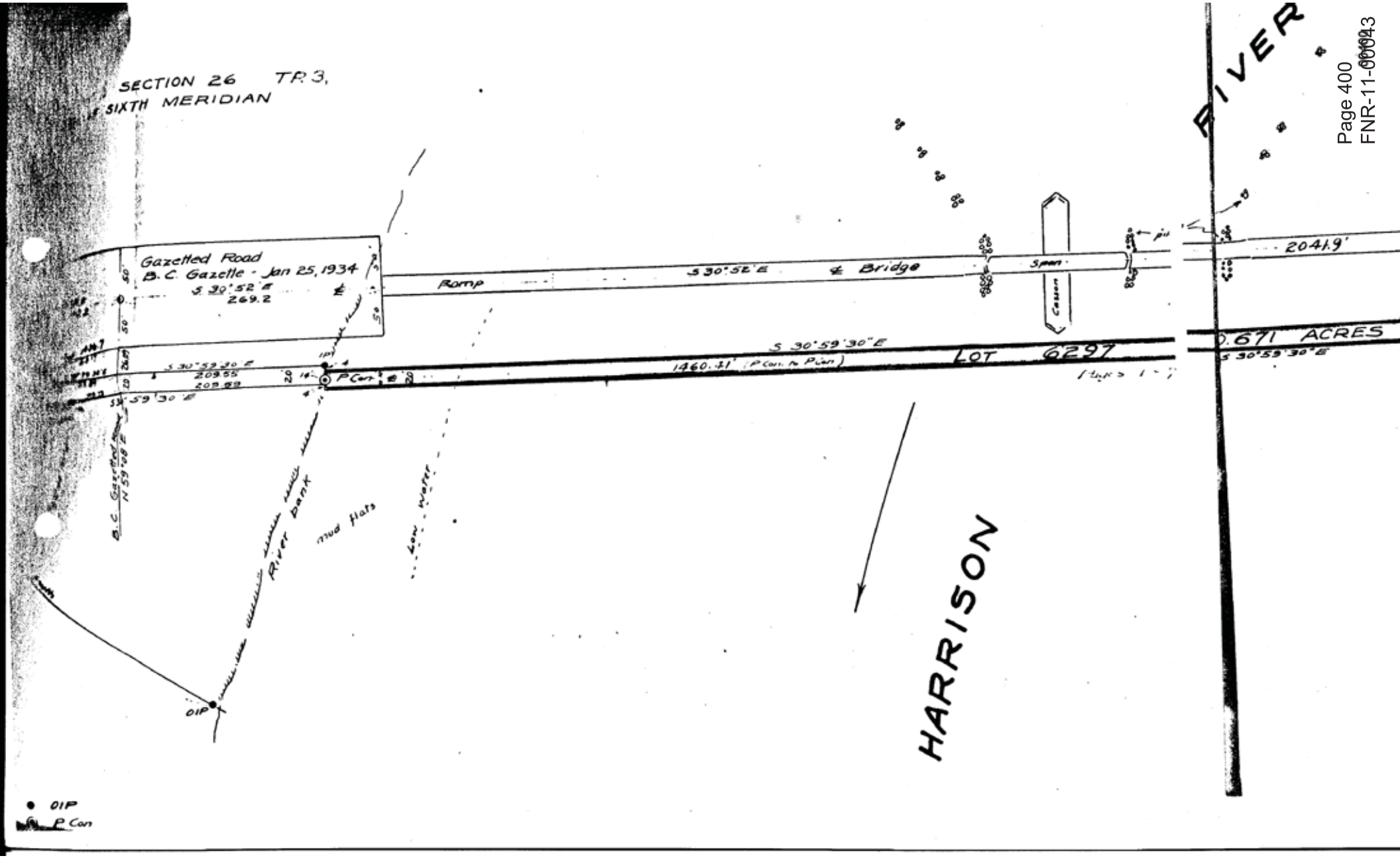
DATED THIS.....day of.....A.D. 1952.

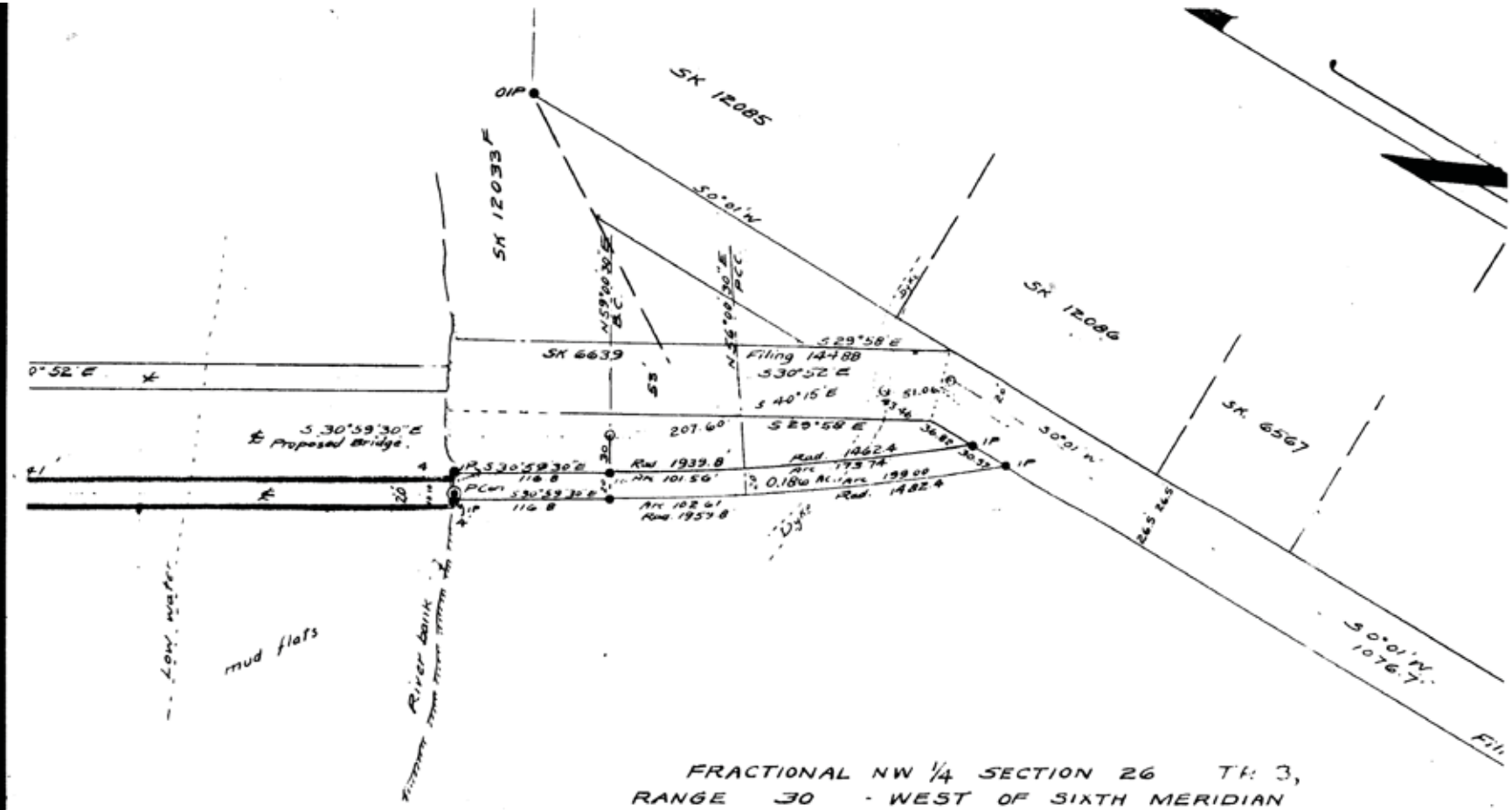
.....
Minister of Lands and Forests.

APPROVED THIS.....day of.....A.D. 1952.

.....
Presiding Member of the Executive Council.

WJH:MLM
File: 0189202.


SECTION 26 TP. 3,
SIXTH MERIDIAN
Gazetted Road
B.C. Gazette - Jan 25, 1934
S 30° 52' E
269.2
Ramp
S 30° 52' E
℄ Bridge
Span
Caisson
2041.9'
0.671 ACRES
S 30° 59' 30" E
LOT 6297
1460.41' (P Con. to P Con)
P Con
S 30° 59' 30" E
209.55
209.82
S 59° 59' 30" E
B.C. Gazetted Road
N 59° 08' E
River bank
mud flats
Low water
HARRISON
RIVER
OIP
P Con



FRACTIONAL NW 1/4 SECTION 26 TP. 3,
RANGE 30 - WEST OF SIXTH MERIDIAN

C. D. Mosterhill
B.C.L.S.

Name changed to British Columbia Hydro and Power Authority

Chapter 8, Statutes of British Columbia, 1962

MINISTER OF LANDS AND FORESTS

TO

BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY LIMITED,

EASEMENT,

Dated: October 4, 1952,

Description: Land vicinity Lougheed Highway Bridge; Lot 6297, Group 1, New Westminster District,

Purpose: Overhead power transmission line,

Consideration: $5.00 per annum.

File: 0189202.

O 4/10/12 62

0184863

MINISTER OF LANDS AND FOREST

46.37

TO

BRITISH COLUMBIA ELECTRIC COMPANY LIMITED

27-1-51

EASEMENT

DESCRIPTION

Right of way for overhead power transmission line across portion of bed of Fraser River, situated four miles northeast of Chilliwack

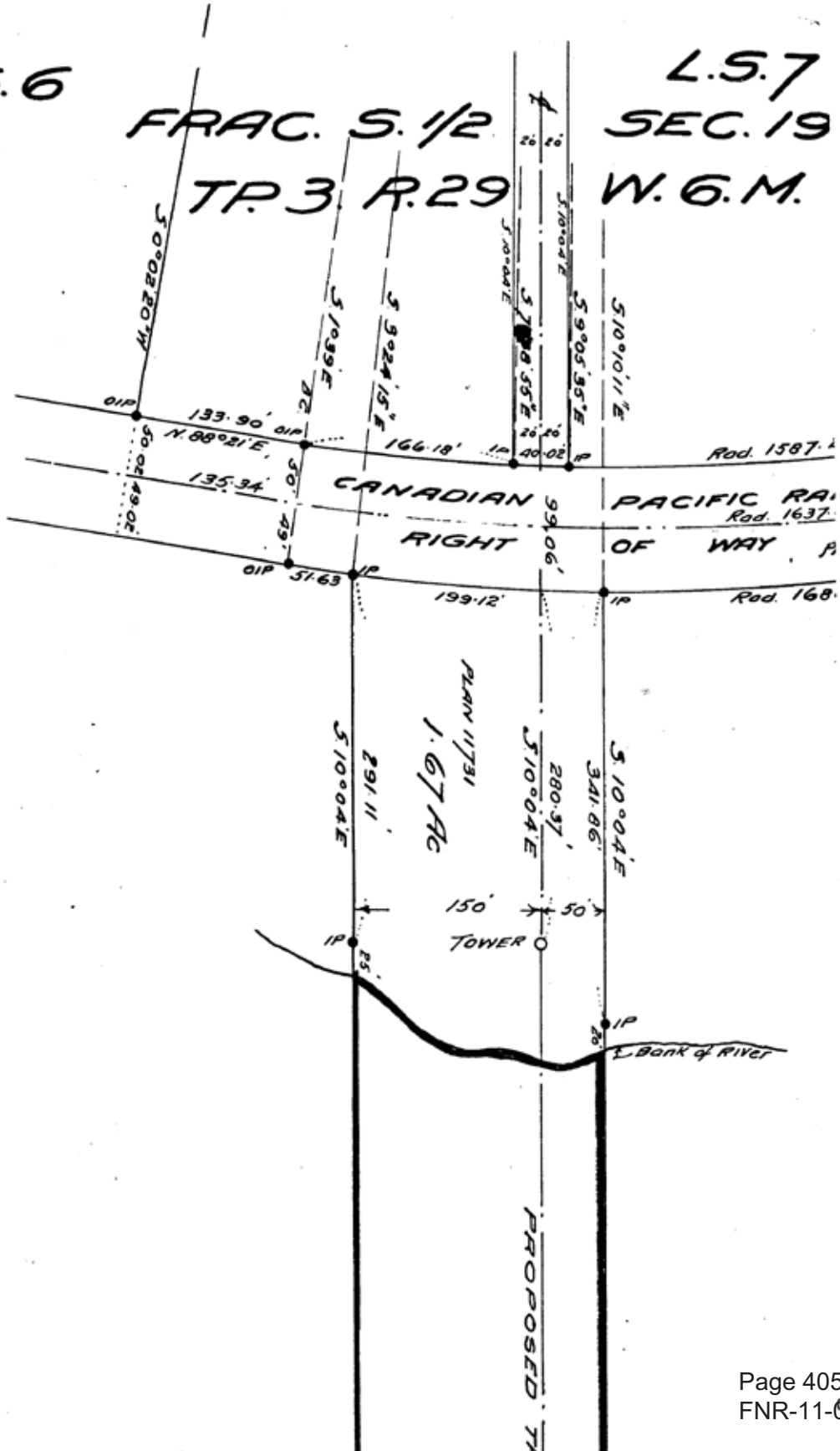
CONSIDERATION

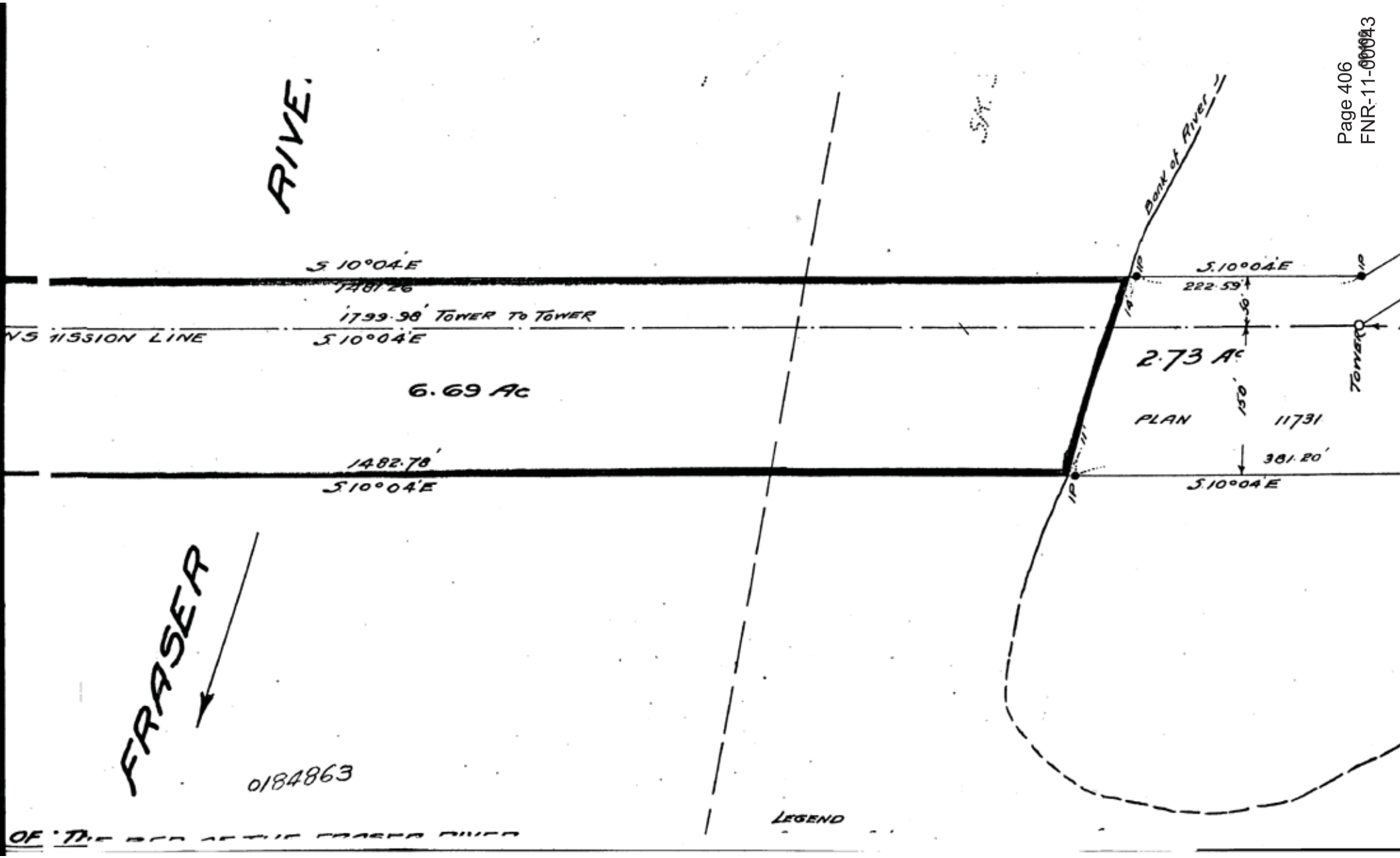
$25.00

FILE

0181B63

Name changed to British Columbia Hydro and Power Authority Chapter 8, Statutes of British Columbia, 1962


L.S.6
FRAC. S. 1/2
TP. 3 R. 29
L.S.7
SEC. 19
W. 6. M.
S 0°02'20"W
S 10°59'E
S 9°24'15"E
S 10°04'E
S 9°05'55"E
S 10°10'11"E
O.I.P.
133.90'
N. 88°21' E.
166.18'
40.02'
Rod. 1587.
135.34'
CANADIAN PACIFIC RA
Rod. 1637.
RIGHT OF WAY
99.06'
51.63
199.12'
Rod. 168
PLAN 11731
1.67 Ac
291.11'
280.37'
341.86'
150'
50'
TOWER
I.P.
E. Bank of River
PROPOSED
PLAN OF 6.69 ACRE PORTI


RIVER
S 10°04'E
1482.78'
1799.98' TOWER TO TOWER
S 10°04'E
TRANSMISSION LINE
6.69 Ac
1482.78'
S 10°04'E
FRASER
0184863
Bank of River
S 10°04'E
222.59'
50'
2.73 Ac
150'
PLAN 11731
381.20'
S 10°04'E
TOWER
LEGEND

easement be granted to the said British Columbia Electric Company Limited covering the right of way applied for, for the purpose of the construction and maintenance of an overhead power transmission line, subject to the following terms and conditions:

"(a) That the Company pay to the Crown the sum of twenty-five dollars ($25.00) for the said easement.

(b) That the Company shall pay all taxes, rates, duties and assessments whatsoever, whether municipal, parliamentary or otherwise, now charged or hereafter to be charged upon the said demised premises or any part thereof, or upon the said Lessor, his successors or assigns in respect thereof.

(c) That the term of this easement shall cover only the period during which the right of way is in use by the Company for the purpose mentioned and shall terminate on cessation of such use.

(d) That the Company shall remove any fixtures remaining on the said lands within a period of 60 days after the expiration of the term hereby granted leaving the premises in a safe and satisfactory condition; and any fixtures not so removed shall forthwith become the property of the Crown.

(e) That the works in connection with the construction and maintenance of an overhead power transmission line shall be carried out in accordance with the provisions of the "Navigable Waters Protection Act" of the Dominion of Canada and the regulations of the Dominion Government made appurtenant thereto in effect from time to time, providing that the said easement shall not otherwise affect the Title of the Province in the said foreshore or lands underlying the water.

DATED this 26 day of Jan A.D. 1951.

"R.W."
.....
Minister of Lands and Forests.

APPROVED this 26 day of Jan A.D. 1951.

"H.A."
.....
Presiding Member of the Executive Council.

WJH:LR.
File: 0184863

Approved
MAY 27 1931
194

report:

THAT an application has been received from the British Columbia Electric Company Limited for an easement covering the right of way for an overhead power transmission line across a portion of the bed of the Fraser River, situated four miles north-east of Chilliwack, more particularly described as follows:

"All and Singular, that certain parcel or tract of land and land covered by water situate lying and being portion of the bed of the Fraser River lying in Sections 18 and 19, Township 3, Range 29, West of the Sixth Meridian, District of New Westminster, Province of British Columbia; which parcel may be more particularly described as follows:

Commencing at the Southwest corner of a 1.67 acre parcel of the Fractional South Half of Section 19, Township 3, as same is shown on Plan Number 11731 deposited in New Westminster Land Registry Office; thence S. 10° 04' E., 1482.78 feet more or less to the Northwest corner of a 2.73 acre parcel of Section 18, Township 3, as shown on said Plan 11731; thence Easterly along the bank of the Fraser River to the Northeast corner of said 2.73 acre parcel of Section 18; thence N. 10° 04' W., 1481.26 feet more or less to the Southeast corner of said 1.67 acre parcel of Section 19; thence Westerly along the bank of the Fraser River to point of commencement; said parcel containing 6.69 acres more or less, as shown in red on attached print."

AND TO RECOMMEND:

THAT under authority contained in Section 71 of the "Land Act", Chapter 175, Revised Statutes of British Columbia, 1948

an .....

Easement
~~Lease~~ No. 37 File No. 0184863

( ) FIVE-YEAR REVIEW OF LEASE

Lessee BCHPA

Area leased portion of the bed of the Fraser River, situated four miles NE of Chilliwack (see document for description)

Purpose overhead power transmission line

Lease dated Jan 27/51 Term as long as required

Current annual rental $25.00 prepaid Paid to

Remarks:

Current report dated Nov 27/90 Rental $ N/A per annum

Recommendation continue easement

Recommendation this review, dated 90-11-27 as hereunder

✓ No change in rental

Amend rental to $ per annum for next year term

Round rental for administrative purposes to $ per annum

✓ Remarks continue easement for 5 years effective January 27, 1991

ENTERED
DEC 11 1990

L.64 (R 6/86)

for Regional Director

...STREET SURREY BC V3R 1E1

Attn: [illegible]

Accession/Box #: 95-1375-59 **Date:** Jan 19/2026

File 2406383

This File Belongs to OFFSITE Filing.

Please RETURN to MILDRED KEHLER

A. S. A. P.

THANKS

20"

2406383

Edwards, Kenny & Bray
BARRISTERS & SOLICITORS

RONALD C. BRAY (1977)

STEPHEN D. GILL
ALAN M. ROSS
DOUGLAS K. HARRISON
TERRENCE G. STEWART
GARY P. BARTELS
FRITS E. VERHOEVEN
A. THOMAS CLARKE
DAVID KWAN
JONATHAN S. McLEAN
RENEE F. STAFFORD
GEOFFREY M. SHERROTT
DAVID A. MARTIN
ROBERT G. WARD
GEOFFREY BIRD
GARY B. ATKINSON
GARY A. LETCHER
JOHN D. McINNIS
WILLIAM L. HARTLEY
DAVID S. ALLMAN
SHELLEY J. RUSSELL
EDWARD G. WONG
DAVID R. BROWN
STEVEN C. POSTMAN

ASSOCIATE COUNSEL
BRENTON D. KENNY, Q.C.
JERRY W. BROWN
CHRISTINE ELLIOTT

DIRECT TELEPHONE: 661-1081
OUR FILE: REM14905

January 31, 1996

BY FAX

Mr. Thomas H. MacLachlan
Ministry of the Attorney General
Legal Services Branch
1001 Douglas Street
Victoria, British Columbia
V8V 1X4

Dear Mr. MacLachlan:

Re: Rempel Bros. Concrete Ltd. v. West Tree Farms Ltd. and Her Majesty the Queen in Right of the Province of British Columbia

Attached hereto is a copy of a letter from Barry Irvine delineating the relative anticipated costs to extract and transfer the gravel from Island 17 and Island 8.

The attached letter pertains to the settlement, agreed to on January 26, 1996 by solicitors for all parties, concerning the proceeding by Rempel Bros. Concrete Ltd. against West Tree Farms Ltd. and Her Majesty the Queen in Right of the Province of British Columbia. The attached letter clearly shows that it is anticipated that it will cost approximately an additional $1.10 per tonne to "move" the gravel from Island 8 to the Rempel Bros.' plant compared to the cost of "moving" the gravel from Island 17 to the plant.

The essential terms of the settlement are:

1. Rempel Bros. will discontinue the proceeding against West Tree Farms and the Province;

2. Rempel Bros. will quit claim its interest in and overlapping title to Island 17;

-2-

3. West Tree and the Province will grant Rempel Bros. a 12 year license to extract gravel from the gravel bar described as Island 8 at a royalty rate of 25¢ per metric tonne to be paid to either West Tree or the Province, as applicable, in accordance with their respective interests in Island 8 and the total area of Island 8 and the area to which West Tree farms has registered title to be surveyed at the cost of Rempel Bros. (Rempel Bros. will be solely responsible for obtaining all necessary permits and consents for the extraction and moving of gravel from Island 8 and for all costs pertaining to such extraction and moving of gravel;

4. Rempel Bros. will be allowed to continue to extract gravel from that part of the Remainder of District Lot 421 lying south of the Cartmell Road Dyke and after such extraction is completed, maximum time period 6 years, this area will be conveyed or transferred to the District of Chilliwack to be used as a park;

5. The Caveats registered in the Land Title Office at New Westminster, B.C. under numbers Y31120 and AA63129 will remain as charges against the Certificates of Title to such lands lying in the bed of the Fraser River including those described as Block E of Plan 675, Lot 8 of Plan 43396, Lot 1 of Plan 68354 and Lot 3 of Plan 46101; and

6. Rempel Bros. and Vosco Dredging Ltd. will be allowed to continue to extract gravel from lots and parcels described in paragraph 5 above in accordance with their existing interests in those lots and parcels.

I would appreciate receiving the draft of the Settlement Agreement which I understand that Ann Wilson of the Ministry of Attorney General is currently preparing as soon as reasonably possible.

Yours truly,

Edwards, Kenny & Pray

cc

EKB

FNR-11-00043

CAL

Construction Aggregates Ltd.
8955 Shaughnessy Street
P.O. Box 2300
Vancouver, B.C. V6B 3W6
Telephone (604) 261-6225
Telecopier (604) 261-7241

"Building B.C. Since 1886"

January 31, 1996

EDWARDS, KENNY, & BRAY
1900 - 1040 West Georgia Street
Vancouver, B.C.
V6E 4H3

Attention: Doug Harrison

Dear Doug;

As requested, following is a comparison of costs for the removal and transport of material from Island 17 and from the Island 8 area.

PROCESS	COST PER TONNE ISLAND 17	ISLAND 8
Stripping		
Extraction		
Handling to conveyor		
Trucking to conveyor		
Conveying		
Reclamation		
Royalty		
Cost to plant		

Sect 21

As we stated in earlier conversations, the proximity of the Island 17 material to Steelhead's Tower Road plant reduces costs to the point that no other material can be competitive. We are hoping that we will be able to remove more than the 1,000,000 tonnes expected from Island 8 and gain back at least some of the added value of the Island 17 material.

We would be pleased to discuss the details behind these figures or provide any additional information required.

Yours truly,

CONSTRUCTION AGGREGATES LTD.

Barry Irvine
Vice President & General Manager

Vendor # 022368362
Commit # CL20001443

File: 2406383
Project: 2-332
GST Registration No.: R107864738
STOB: C 251

CONTRACT AMENDMENT

THIS AGREEMENT dated the 15th day of March, 1996

BETWEEN:

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 "Province")

OF THE FIRST PART

AND: Northwest Hydraulic Consultants
#2 - 40 Gostick Pl
NORTH VANCOUVER BC V7M 3G2

(herein called the "Contractor")

OF THE SECOND PART

WITNESS THAT:

A. WHEREAS the parties hereto entered into an Agreement dated for reference the 29th day of August, 1995, a copy of which is attached hereto as Schedule "A". (hereinafter called the "Agreement");

B. AND WHEREAS the Parties have agreed to amend the Agreement.

NOW THEREFORE in consideration of the covenants, terms and agreements hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

(1)(a) To amend Schedule "A" Services to include the following:

To conduct a site survey of the "Harrison Bar" after the 1996 spring freshet.

.../2

To consult with Fisheries and Oceans staff to verify the amount of gravel that can be removed.

To provide an updated site plan which shows the location and volume of gravel that can be removed for the 96/97 operating season.

(b) Term - To extend the term from September 18, 1995 to December 31, 1996.

(2) To amend Schedule "B" Contract price as follows:

(a) To increase the contract price from $14,160.00 to $17,400.00.

(b) To increase the fees from $11,840.00 to $15,500.00

(c) To reduce expenses from $2,320.00 to $1,900.00.

That in all other respects, save as amended herein, the terms and conditions of the said Agreement are hereby ratified and confirmed.

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

SIGNED AND SEALED by the Contractor in the presence of:

WITNESS

CONTRACTOR
(Authorized Signature)

SIGNED, SEALED AND DELIVERED by a duly authorized representative of the Minister of Environment, Lands and Parks on behalf of Her Her Majesty the Queen in Right of the Province of British Columbia in the presence of:

WITNESS

Don van der Horst
Manager, Development and Marketing
Lower Mainland Region
BC Lands

DULY AUTHORIZED
REPRESENTATIVE

Province of British Columbia

Service Contract (General)

Vendor #0823643G2 Contract #CL20001443

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Environment, Lands and Parks ("Province") at the following address:
401 4603 Kingsway
Burnaby, B.C.
Postal Code: V5H 4M4

MINISTRY CONTROL No. 586
FILE No. 2406383
PROJECT 20332 STOB C251

AND NORTHWEST HYDRAULIC CONSULTANTS (the "Contractor") at the following address:
2 - 40 Gostick Place
North Vancouver, B.C. V7M 3G2

THE PROVINCE AND THE CONTRACTOR AGREE TO THE TERMS CONTAINED IN SECTIONS 1 THROUGH 23, INCLUSIVE, ON THE REVERSE SIDE OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THE "SCHEDULES"):

SCHEDULE "A" – SERVICES

(a) SERVICES

To provide the Ministry with a copy of a design plan to remove gravel from the Fraser River as set out on the attached Schedule "A".

(b) TERM: FROM: August 25, 1995 TO: ~~September 11, 1995~~ September 18, 1995

SCHEDULE "B" – CONTRACT PRICE

(a) CONTRACT PRICE: $14,160.00 (b) FEES: $11,840.00

(c) RATE: Senior Eng $110.00/hr. (d) EXPENSES: $2,320.00 (Schedule "B" attached)

(e) BILLING DATES: Upon Completion

SCHEDULE "C" – APPROVED SUBCONTRACTOR(S)

N/A

SCHEDULE "D" – INSURANCE

$1,000,000.00

SCHEDULE "E" – ADDITIONAL TERMS

N/A

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the 29 day of AUGUST, 1995

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province

(Authorized Representative)

SIGNED AND DELIVERED on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation)

(Name of Contractor)

By: (Authorized Signatory)

Read Terms on Reverse Side

CLA: 332
File: 2406383

SCHEDULE "A"

To provide the Ministry with ten (10) copies of a design plan to remove gravel from the Fraser River gravel bar shown on the attached sketch which will include the following:

- provide current aerial photos of the gravel bar
- clarify Water Management, Fisheries and Oceans, Navigable Water Act and the local government's position on a five year license of occupation to remove this gravel.
- identify potential sites and volumes of material that can be removed.
- provide a design plan that shows how the gravel is to be removed.
- provide estimates of channel response to the proposed gravel removal without numerical modelling.
- provide agency agreements on the maximum amounts of gravel to be removed per annum.
- set up a monitoring plan which identifies the location and number of survey cross sections to be taken each operating season.

File: 2406383
A: 2 0332

FRASER RIVER GRAVEL REMOVAL

EXPENSE BREAKDOWN

1. Aircraft rental = 2 hrs x Sect 21

2. Oblique color photos = 6 rolls x Sect 21 roll

3. Aerial photos - 1994
(from Forest Enterprises)
Color photo = 35 x Sect 21 photo

4. Travel - 2 trips to site = 2 x 200 km. x Sect 21
Travel - meetings = 300 km. x Sect 21

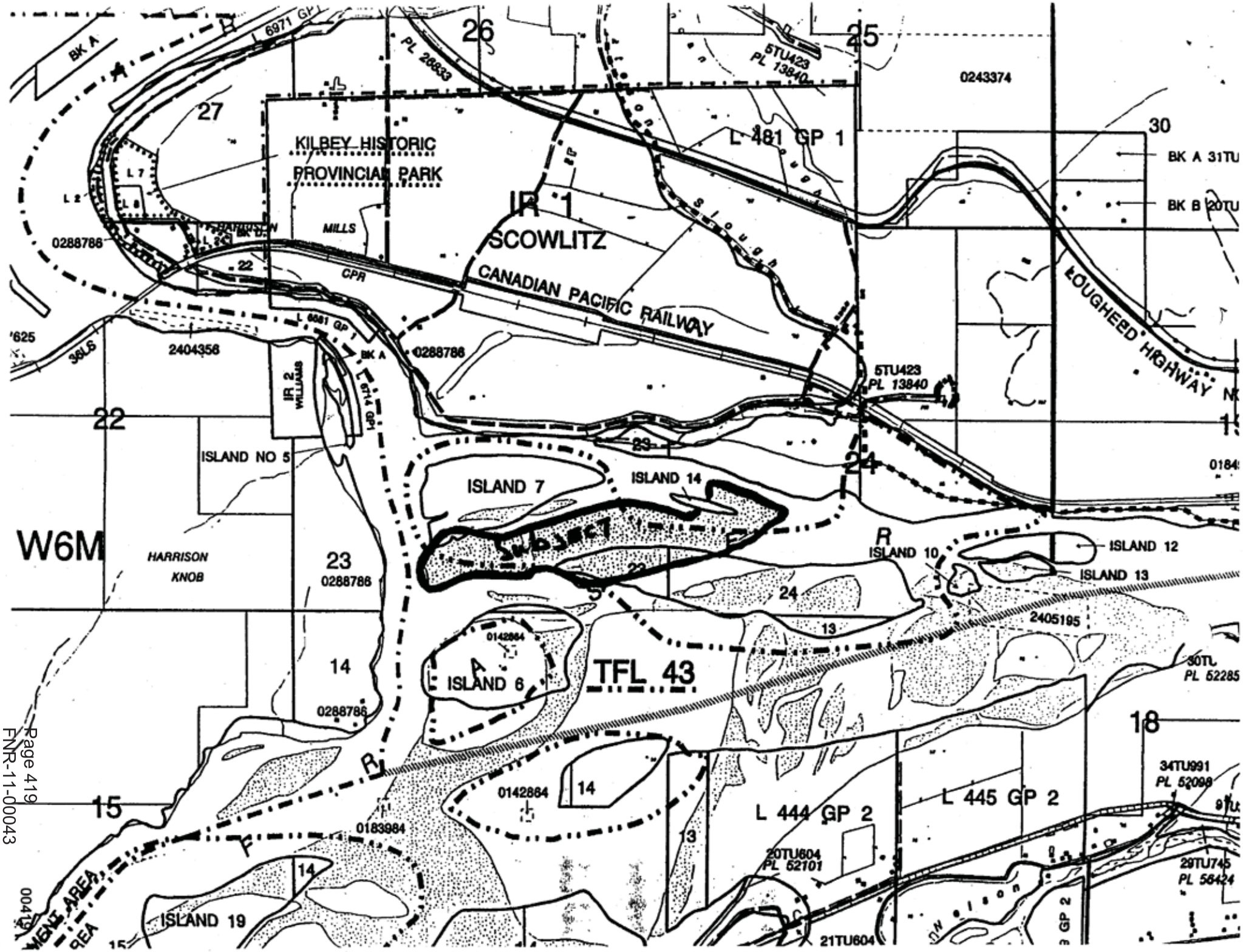
5. Photocopies for report and meetings
20 reports x 20 Sect 21

6. Report production = 20 copies x Sect 21 copy

7. Per diem, meals, etc.

Sect 21

$2,320.00



Page 419
FNR-11-00043

Ministry of Environment, Lands and Parks
Decision Issue

Issue: **Island 17 and Adjacent Parcels** **Date**: February 19, 1996

File No.: 10510-20-012

Background/Facts:

- In June of 1994, a decision issue (copy attached) was prepared regarding a petition by Rempel Bros. Concrete Ltd. (Rempel).

- Rempel had proposed a settlement which was rejected by the ministry.

- The case was scheduled to be heard for two weeks commencing January 29, 1996.

Discussion/Analysis:

- Since the last decision issue, ministry staff and our legal counsel spent much time preparing for the case. The case essentially reduced itself to whether or not those parts of District Lots 421 and 422 within Rempel's title were lost through slow and imperceptible erosion or by avulsion, which is rapid and perceptible.

- In light of the cost of litigation and the risk to the province that, should Rempel win, there could be considerable liability for compensation for the value land, including gravel and timber through the assurance fund under the *Land Title Act*, both the province and West Tree Farms Ltd. (West Tree) agreed to enter into discussions regarding a settlement.

- Rempel, of course, realized that, if they lose, they could end up with nothing and their interest is primarily in gravel.

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS
LANDS OPERATIONS
FEB 27 1998
#401 - 4603 KINGSWAY
BURNABY, B.C. V5H 4M4

.../2

- Although the final agreement in all of its detail has not yet been prepared, the general terms of the settlement are as follows:

  - West Tree owns Island 8 (further upstream) and they have agreed to allow Rempel to extract gravel from Island 8 at an agreed upon price of $0.25 per metric tonne, payable to West Tree.
  - The province has agreed to provide a further tenure to Rempel in the area of Island 8 at a royalty rate to be agreed upon based on access, seasonal considerations, etc., but not to be less than $0.25 per metric tonne.
  - Rempel will be able to extract up to 1 million metric tonnes from Island 8 and the Crown tenure combined, and may only access the gravel for 6 seasons in a maximum 12 year period.
  - Rempel will be granted a tenure to extract gravel for a 6 year term, royalty free, from the area within the remainder of District Lots 421 and 422 lying south of Cartmell Road.
  - Rempel will convey to the province all of their interests in the remainders of District Lots 421 and 422.

- The settlement will eliminate the overlap of titles to Island 17 and the remainders of District Lots 421 and 422 and thereby eliminate exposure through the assurance fund.

Options:

Sect 14

Recommendations:

Sect 14

.../3

Deputy Minister Approved/Not Approved Date

Contact Person:

Frank G. Edgell
Lands and Water Management
387-1282

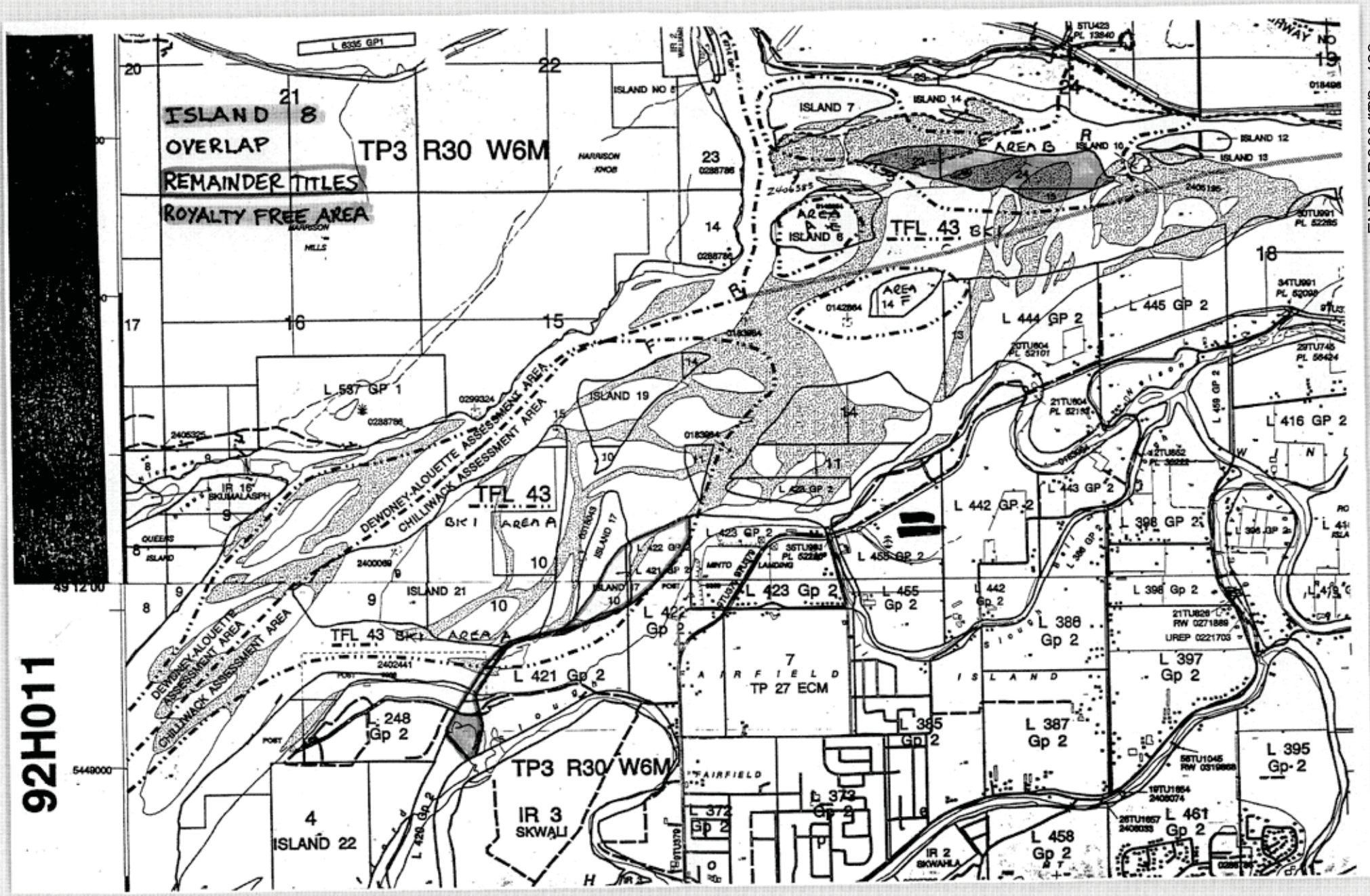
or

Jack Hall
Lands Regional Operations
387-1280

Alternate Contact:

Patrick Ringwood
Surveyor General
387-4461

VOCS/KMK 96C026



FNR-11-00043

FNR-11-00043

00423

Pages 424 through 426 redacted for the following reasons:
- -
Sect 14

Issue: Island 17 and Adjacent Parcels

Background/Facts:

- Rempel Bros. Concrete Ltd. (Rempel), has filed a petition in the British Columbia Supreme Court, seeking a declaration that the company owns certain lands adjacent to and overlapping Island 17, in the Fraser River, near Chilliwack. Rempel has named West Tree Farms Limited (a subsidiary of Scott Paper), the owner of Island 17, and the Crown as respondents.

- Rempel claims ownership of the unsubdivided remainders of District Lots 421 and 422, Group 2, New Westminster District, most of which have, for many years, lain below the natural boundary of the Fraser River. District Lots 421 and 422 were originally surveyed in 1878. A subdivision plan, surveyed in 1892, indicates that major erosion occurred between 1878 and 1892.

- Island 17 was surveyed in 1915 and the natural boundaries of District Lots 421 and 422 were traversed as part of that survey. There was no conflict between the natural boundaries of the day, but a portion of Island 17 overlaps the original 1878 boundaries of District Lots 421 and 422. This theoretical overlap occurs in the area which appears to have eroded between 1878 and 1892.

- The titles to the remainders of District Lots 421 and 422, are covered by a Registrar's caveat, preventing any dealings with the land, which was filed by the Registrar because of the possibility that these titles have no substance.

Discussion/Analysis:

Sect 17, Sect 21

Sect 17, 21

Options:

Sect 17, Sect 21

APPROVAL:

Deputy Minister

July 7, 1994
Date

Contact Person: CONCUR 940621

Frank G. Edgell, Assistant Deputy Minister
Lands and Water Management Department
387-1282

Date:

June 20, 1994

Alternate Contacts:

Don Duffy
Surveyor General and Director
Surveyor General Branch
387-4461

Patrick Ringwood
Deputy Surveyor General
Surveyor General Branch
387-4461

File:

10510-20-012

DATE : 96-07-19
FILE : 2406383

NOTE TO FILE

RE: DISCUSSION WITH BARRY IRVING OF CONSTRUCTION AGGREGATES

Sect 17, Sect 21

J Gerbrandt

Pages 430 through 435 redacted for the following reasons:
- -
Sect 14

File: 2406383 VOL 4

REMPEL BROS. CONCRETE LTD.

2406383 V4

3 6 0 4 2

00436

Licence No. 236299
File No. 2406383

LICENCE OF OCCUPATION (ISLAND 8)

THIS LICENCE is dated for reference January 17, 1997.

BETWEEN

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

(the "Province")

AND

WEST TREE FARMS LIMITED (Inc. No. 0036159), a company incorporated under the laws of British Columbia

("West Tree")

AND

REMPEL BROS. CONCRETE LTD. (Inc. No. 0511005), a company incorporated under the laws of British Columbia and having an office at 103 - 2776 Bourquin Crescent, P. O. Box 187, Abbotsford, British Columbia V2S 2N8

(the "Licensee")

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I - DEFINITIONS

1.01 In this Licence,

"**Actual Production**" means the amount of Material, measured in metric tonnes, removed from each of the Provincial Land and the West Tree Land during a Removal Period;

"**Commencement Date**" means April 1, 1997;

"**Further Provincial Licence**" means the licence of occupation contemplated by Article X;

"**Licence Area**" means the Provincial Land and the West Tree Land;

"**Licensors**" means the Province and West Tree;

"**Material**" means all sand, gravel, rock and stone products found on or under the Licence Area;

"**Production Report**" means a report for a Removal Period that

(a) sets out, in a form satisfactory to the Licensors, the Actual Production during the applicable Removal Period;

(b) includes all reports and surveys prepared under sections 3.03 and 3.04; and

(c) includes a statutory declaration of an officer or director of the Licensee that confirms, without qualification, that the Actual Production identified in the Production Report is accurate;

"**Provincial Land**" means the land described in Schedule "A";

"**Realty Taxes**" means all taxes, rates, levies, duties, charges and assessments, now or hereafter assessed, levied or charged by any competent governmental authority which relate to the Licence Area including, without limitation, the soil removal taxes levied by the District of Kent;

"**Removal Period**" means that period of the Term commencing on the Commencement Date and ending on the day prior to the first anniversary of the Commencement Date and each successive 12 month period thereafter, except in the case of the last year of the Term which may be a shorter period of time as provided for in this Licence;

"**Royalty Fee**" means

(a) until 2.1 million metric tonnes of Material is removed from the Licence Area, an amount equal to $0.25 per metric tonne ($0.50 per cubic metre) of Material removed from the Licence Area during a Removal Period, and

(b) subject to section 3.05, from and after the time that the threshold described in paragraph (a) is reached, an amount equal to $0.40 per metric tonne ($0.80 per cubic metre) of Material removed from the Licence Area during a Removal Period;

"**Security**" means the security referred to in Article VI;

"**Term**" means the period of time commencing on the Commencement Date and terminating on the twelfth anniversary of the Commencement Date or such earlier date as provided for in this Licence; and

"**West Tree Land**" means that part of the following land shown outlined by bold line on Schedule "B":

(a) Parcel Identifier 013-180-631
Part North Half Section 13, Township 3, Range 30, West of the Sixth Meridian included within the limits of Island No. 8 as shown on Plan of Survey of the South East Quarter of said Township approved and confirmed at Ottawa on the 31st August 1917, and

(b) Parcel Identifier 013-180-801
Parts of the South East Quarter, Section 23 and of the South Half, Section 24, Township 3, Range 30, West of the Sixth Meridian included within the limits of Island No. 8 as shown on Plan of Survey of the North East Quarter of said Township approved and confirmed at Ottawa on the 4th December 1915, New Westminster District.

ARTICLE II - GRANT OF LICENCE AND TERM

2.01 The Province and West Tree grant a licence to the Licensee to enter on, use and occupy the Provincial Land and the West Tree Land, respectively, for the Term to quarry, dig for and remove Material and to do all other things ancillary to such purposes including sorting, crushing, stockpiling and washing Material, all of which will be done in accordance with the terms and conditions set out in this Licence.

ARTICLE III - ROYALTY FEE AND REMOVAL OF MATERIAL

3.01 The Licensee will,

(a) on the Commencement Date and on each annual anniversary of the Commencement Date, pay to the Province a fee of $250.00; and

(b) not later than 15 days following the end of a Removal Period,

(i) pay to the Province the Royalty Fee payable with respect to the Provincial Land, and

(ii) pay to West Tree the Royalty Fee payable with respect to the West Tree Land.

3.02 The Licensee will deliver the Production Report to the Licensors with the Royalty Fee.

3.03 Before removing Material from the Licence Area in a Removal Period, the Licensee will cause a qualified British Columbia Land Surveyor to

(a) delineate the boundaries of the Licence Area, or portion thereof, from which Material is to be removed in that Removal Period; and

(b) perform all topographic surveys necessary to enable a qualified British Columbia Land Surveyor to determine, under paragraph 3.04(a)(ii), the volume of Material, in cubic metres, removed from the Licence Area.

3.04 Upon completing the removal of Material from the Licence Area in a Removal Period, the Licensee will

(a) cause a qualified British Columbia Land Surveyor to

(i) delineate the boundaries of the Licence Area, or portion thereof, from which Material was actually removed during that Removal Period, and

(ii) determine the volume of Material, in cubic metres, removed from the Licence Area during that Removal Period; and

(b) determine the weight of Material, in metric tonnes, removed from each of the Provincial Land and the West Tree Land.

3.05 The Royalty Fee set out in paragraph (b) of the definition of that term will be reviewed by the Province biennially after such Royalty Fee comes into effect and it may, at the discretion of the Province, be increased to the minimum royalty rate set by provincial policy pursuant to the *Land Act* at the time of such review for the removal of Material from the part of the Fraser River in which the Licence Area is found.

3.06 The Province will notify the Licensee in writing of the Royalty Fee set under section 3.05 and upon such notice being given, this Licence will be deemed to be amended accordingly.

ARTICLE IV - COVENANTS OF THE LICENSEE

4.01 The Licensee covenants with the Licensors,

(a) to pay the Royalty Fee and all other moneys payable under this Licence, when due, to the Licensors at the addresses set out in Article XII;

(b) to observe, abide by and comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Licence Area or any improvements on the Licence Area;

(c) to enter on, use and occupy the Licence Area solely for the purpose set out in this Licence;

(d) to keep the Licence Area in a safe, clean and sanitary condition to the satisfaction of the Licensors and, at the written request of the Licensors, to make the Licence Area safe, clean and sanitary;

(e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Licence Area or to do or suffer to be done anything that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Licence Area;

(f) to pay interest to the Licensors on the Royalty Fee, or any other sum of money payable under this Licence, in arrears at the rate of interest prescribed from time to time under the *Land Act* in respect of such sums unpaid from the due date;

(g) to pay all premiums and monies necessary to maintain all policies of insurance required to be maintained by the Licensee under this Licence as the same become due provided, however, that if the Licensee defaults in the payment of any of those premiums or sums of money, the Licensors may (but will be under no obligation to) pay the same and the amount paid will be payable to the Licensors immediately upon demand;

(h) to deliver to the Licensors, immediately upon demand,

(i) certified copies of all policies of insurance required to be maintained by the Licensee under this Licence, and

(ii) receipts or other evidence of the payment of Realty Taxes, insurance premiums and all monies required to be paid by the Licensee under this Licence;

(i) to indemnify and save the Licensors, their respective employees and agents, harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of

(i) the Licensee's breach, violation or nonperformance of a term, covenant or condition of this Licence, and

(ii) any personal injury, death or property damage occurring or happening on or off the Licence Area by virtue of the Licensee's entry upon, use or occupation of the Licence Area,

and the Licensors may add the amount of such losses, damages, costs and liabilities to the Royalty Fee and the amount added will be payable to the Licensors immediately upon demand;

(j) to pay all accounts and expenses, as they become due, for labour performed on or materials supplied to the Licence Area, save and except for money that the Licensee is required to hold back under the *Builders' Lien Act,* and if any claim of lien is made over the Licence Area under that Act, the Licensee will immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by the Licensee and the Licensee has taken all steps necessary to ensure that the claim of lien will not subject the Licence Area to sale or forfeiture;

(k) on the expiration of the Term, to

(i) peaceably quit and deliver possession of the Licence Area to the Licensors in a safe, clean and sanitary condition,

(ii) leave the Licence Area in a safe, clean and sanitary condition to the satisfaction of the Licensors, and

(iii) remove from the Licence Area all structures, machinery, equipment and improvements constructed, placed or installed on the Licence Area by or on behalf of the Licensee during the Term,

and all right, interest and estate of the Licensee in the Licence Area will cease and vest in the Licensors at that time and, to the extent necessary, this covenant will survive the expiration of the Term;

(l) to permit the Licensors, their respective servants, agents and authorized representatives to enter upon the Licence Area, at any time, to inspect the Licence Area and the improvements on the Licence Area;

(m) not to deposit any earth, fill or any other substance on the Licence Area without the prior written consent of the Licensors;

(n) on the Commencement Date and immediately upon demand, to deliver to the Province a "Province of British Columbia Certificate of Insurance" (in the form approved, from time to time, by the Treasury Board continued under the *Financial Administration Act*) which has been completed by the Licensee's insurer to evidence

the maintenance of all policies of insurance required to be maintained by the Licensee under this Licence;

(o) to observe and perform all terms, covenants and conditions of this Licence and not to do or suffer to be done anything contrary to a term, covenant or condition of this Licence;

(p) to pay and discharge, when due, the Realty Taxes provided, however, that if the Licensee defaults in the payment of the Realty Taxes, the Licensors may (but will be under no obligation to) pay and discharge the Realty Taxes and the amount paid by the Licensors will be payable to the Licensors immediately upon demand;

(q) to pay and discharge, when due, all charges for electricity, gas, water and other utilities supplied to the Licence Area;

(r) not to interfere with any person's exercise of any right granted to them by the Licensors under subsection 8.01(e) or (g) or prohibit or restrict any person from passing over the Licence Area; and

(s) not to construct, place or install any improvements on the Licence Area or to carry out on the Licence Area any activity that infringes upon the riparian rights of an owner or occupier of land adjacent to the Licence Area.

ARTICLE V - ASSIGNMENT

5.01 The Licensee will not assign, sublicence or transfer this Licence, in whole or in part, or share the possession of the Licence Area with any person.

5.02 For the purpose of section 5.01, a change in control (as that term is defined in subsection 1(4) of the *Company Act*) of the Licensee is deemed to be a transfer of this Licence.

ARTICLE VI - SECURITY

6.01 On the Commencement Date the Licensee will deliver to the Licensors security

(a) in the amount of $20,000.00; and

(b) in the form of an unconditional letter of credit issued by a Canadian chartered bank or in any other form acceptable to the Licensors;

to guarantee the performance of the Licensee's obligations under this Licence and the Security will be maintained in effect until the Licensors certify in writing that the Licensee has fully performed its obligations under this Licence.

6.02 If the Licensee defaults in the performance of its obligations under this Licence then the Licensors may sell, call in and convert the Security, or any part of it, and the Security will be deemed to be absolutely forfeited to the Licensors.

6.03 The rights of the Licensors under this Article will continue notwithstanding the expiration of the Term.

6.04 The Licensee acknowledges and agrees that the Licensors may, by written notice delivered to the Licensee, require that the Security posted pursuant to section 6.01 be changed to an amount set out in the notice and, notwithstanding section 6.01, the Licensee will, within 60 days of its receipt of the notice,

(a) cause the Security to be changed accordingly; and

(b) deliver to the Licensors written confirmation that the change has been made.

6.05 An unconditional irrevocable letter of credit posted as a Security pursuant to section 6.01 must include the following provision:

> This Letter of Credit will be deemed to be automatically extended on an annual basis without any formal amendment unless 30 days prior to the present expiry or any future expiry date (as automatically extended) the financial institution has notified the Province and West Tree Farms Limited in writing that the financial institution elects not to extend the Letter of Credit for any further period and at the same time forwards to the Province and West Tree Farms Limited, together with such written notice of election, a bank draft payable to the Minister of Finance and Corporate Relations in the amount of the Letter of Credit less any amount previously paid under the Letter of Credit.

ARTICLE VII - INSURANCE

7.01 At all times during the Term, the Licensee will effect and keep in force insurance, with insurers licensed in British Columbia, protecting the Licensors and the Licensee (without any rights of cross-claim or subrogation against the Licensors) against claims for personal injury, death, property damage, third party or public liability claims arising from any accident or occurrence on the Licence Area up to an amount not less than $2,000,000.00 per occurrence.

7.02 All policies of insurance referred to in section 7.01 will be written in the name of the Licensors and the Licensee as the insureds, with loss payable to the Licensors and the Licensee and will contain a waiver of subrogation clause to the effect that any release from liability entered into by the Licensee prior to any loss will not affect the right of the Licensee or the Licensors to recover and each policy of insurance referred to in section 7.01 will contain a provision or bear an endorsement that the insurer will not cancel such policy without first giving the Licensors at least 30 days notice in writing of its intention to cancel the policy.

7.03 Notwithstanding section 7.01, the Licensee will cause the amount of insurance posted pursuant to that section to be changed to an amount the Licensors may reasonably require by way of written notice given from time to time by the Licensors to the Licensee and to deliver to the Licensors, within 60 days following receipt by the Licensee of the notice, written confirmation that the change has been made.

ARTICLE VIII - PROVISOS

8.01 Provided always and it is agreed as follows:

(a) if, after the expiration of the Term, the Licensors permit the Licensee to remain in possession of the Licence Area and accepts rent in respect of that possession, a tenancy from year to year will not be created by implication of law and the Licensee will be deemed to be a monthly tenant only subject to all terms, covenants and conditions of this Licence, except as to duration, in the absence of a written agreement to the contrary;

(b) title to and ownership of all structures and other improvements now or hereafter constructed, placed or installed on the Licence Area, is and will continue to be vested in the Licensors and the Licensee will not remove or permit the removal of them, or any part of them, from the Licence Area except as provided under subsection 4.01(k);

(c) the Licensors are under no obligation to provide access or services to the Licence Area;

(d) if the Licensee fails to remove from the Licence Area the structures, machinery, equipment and improvements that it is required to remove from the Licence Area under subsection 4.01(k), the Licensors may remove the structures, machinery, equipment and improvements from the Licence Area and the Licensee will compensate the Licensors, immediately upon demand, for all expenses incurred by them for that purpose;

(e) the Licensors reserve the right to grant other dispositions of the Licence Area, or any part of it, without the prior consent of the Licensee if, in the Licensors' opinion, the

disposition will not materially affect the exercise of the Licensee's rights under this Licence;

(f) the Licensee acknowledges and agrees that it will make no claim for compensation, in any form, in respect of a disposition of the Licence Area made under subsection 8.01(e) where the disposition does not materially affect the exercise of the Licensee's rights under this Licence;

(g) this Licence is subject to

(i) all subsisting grants to or rights of any person made or acquired under the *Land Act, Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act* or *Water Act* or any prior enactment of the Province of British Columbia of like effect, or any extension or renewal of the same, whether or not the Licensee has actual notice of them, and

(ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act*;

(h) the Licensee acknowledges and agrees with the Licensors that

(i) any interference with the rights of the Licensee under this Licence by virtue of the exercise or operation of the rights, privileges or interests reserved to the Licensors or otherwise described in subsections 8.01(e) and (g) will not constitute a breach of the Licensors' obligations under this Licence and the Licensee releases and discharges the Licensors from and against all claims for loss or damage arising directly or indirectly out of any such interference,

(ii) all of the Licensee's costs and expenses, direct or indirect, that arise out of any interference with the rights of the Licensee by virtue of the exercise or operation of the rights, privileges or interests reserved to the Licensors or otherwise described in subsections 8.01(e) and (g) will be borne solely by the Licensee, and

(iii) it will not commence or maintain proceedings under section 60 of the *Land Act*, in respect of any interference with its rights under this Licence arising directly or indirectly out of the exercise or operation of the rights, privileges or interests reserved to the Licensors or otherwise described in subsections 8.01(e) and (g); and

(j) this Licence may be inspected by the public at the times and places determined by the Licensors.

ARTICLE IX - EVENTS OF DEFAULT

9.01 Subject to section 9.02, this Licence is subject to the limitation that

(a) if the Licensee defaults in the payment of the Royalty Fee, or any other sum of money payable under this Licence, and the default continues for 30 days after the Licensors give written notice of the default to the Licensee;

(b) if the Licensee fails to observe and perform the terms, covenants and conditions of this Licence on the part of the Licensee to be observed and performed (other than the payment of the Fees or any other sum of money payable under this Licence) and the failure continues for 60 days after the Licensors give written notice of the failure to the Licensee;

(c) if this Licence is taken in execution or attachment by any person or the Licensee commits an act of bankruptcy, becomes insolvent, is petitioned into bankruptcy or voluntarily enters into an arrangement with its creditors;

(d) if an order is made or a resolution passed for the liquidation, dissolution or winding up of the Licensee or if a petition is filed for the liquidation, dissolution or winding up of the Licensee; or

(e) if a receiver or receiver-manager is appointed to administer or carry on the business of the Licensee;

this Licence will, at the option of the Licensors and with or without entry, terminate, and all the rights of the Licensee with respect to the Licence Area will be absolutely forfeited and will lapse.

9.02 If the condition complained of (other than the payment of the Royalty Fee or any other sum of money payable under this Licence) reasonably requires more time to cure than 60 days, the Licensee will be deemed to have complied with the remedying of it if the Licensee commences remedying or curing the condition within 60 days and diligently thereafter completes the same.

ARTICLE X - FURTHER PROVINCIAL LICENCE

10.01 If the Licensee does not remove at least 2.1 million metric tonnes of Material from the Licence Area during the Term, the Province will issue the Further Provincial Licence to the Licensee to permit the Licensee to remove Material from the Provincial Land.

10.02 The Further Provincial Licence will be

(a) for a term of five years;

(b) in the standard form then issued by the Province under the *Land Act* to permit the removal of Material from the Provincial Land; and

(c) subject to all of the terms and conditions (including, without limitation, the payment of fees under the *Land Act*) to which similar licences of occupation issued by the Province are then made subject, except that it will contain no provision allowing for its renewal.

10.03 The royalty rates set under the Further Provincial Licence will be as follows:

(a) $0.25 per metric tonne ($0.50 per cubic metre) of Material removed from the Provincial Land until such time as the Material removed from the Provincial Land under the Further Provincial Licence when added to the amount of Material removed from the Licence Area under this Licence equals 2.1 million metric tonnes; and

(b) from and after the time that the threshold referred to in subsection 10.03(a) is reached, the royalty rate set under the Further Provincial Licence will be the highest royalty rate then set by provincial policy pursuant to the *Land Act* for the removal of Material from the part of the Fraser River in which the Provincial Land is found and such royalty rate will be reviewed by the Province biennially after such royalty rate comes into effect and it may, at the discretion of the Province, be increased to the highest royalty rate set by provincial policy pursuant to the *Land Act* at the time of such review for the removal of Material from the part of the Fraser River in which the Provincial Land is found.

ARTICLE XI - ARBITRATION

11.01 Any dispute which cannot be settled by the parties to this Licence will be determined by reference to a single arbitrator appointed under the *Commercial Arbitration Act* and the cost of the arbitration will be borne equally by the parties.

ARTICLE XII - NOTICE

12.01 Subject to section 12.02, any notice, document or communication required or permitted to be given under this Licence must be in writing and will be deemed to have been given if delivered by hand, courier or double registered mail to the party to whom it is to be given as follows:

to the Province:

Ministry of Environment, Lands and Parks
Lower Mainland Regional Office
401 - 4603 Kingsway
Burnaby, British Columbia
V5H 4M4

to West Tree:

Scott Paper Limited
P.O. Box 760
New Westminster, British Columbia
V3L 4Z9

to the Licensee:

Rempel Bros. Concrete Ltd.
c/o Steelhead Aggregates Ltd.
P.O. Box 376
11035 Tower Road
R.R. #3
Chilliwack, British Columbia
V2P 6J4

12.02 A party may, by notice in writing to the other, specify another address for service of notices under this Licence and, where another address is so specified, notices must be mailed to that address in accordance with this Article.

ARTICLE XIII - MISCELLANEOUS

13.01 No term, covenant or condition of this Licence will be considered to have been waived by the Licensors unless the waiver is in writing and the waiver by the Licensors of a breach by the Licensee of a term, covenant or condition of this Licence will not be construed as or constitute a waiver of any further or other breach of the same or any other term, covenant or condition of this Licence and the consent or approval of the Licensors to any act by the Licensee requiring the consent or approval of the Licensors will not waive or render unnecessary the consent or approval of the Licensors to any subsequent same or similar act by the Licensee.

13.02 No remedy conferred upon or reserved to the Licensors in this Licence is exclusive of any other remedy in this Licence or provided by law, but that remedy will be in addition to all remedies in this Licence or then existing at law, in equity or by statute.

13.03 The terms, covenants and conditions of this Licence will extend to, be binding upon and enure to the benefit of the parties and their successors.

13.04 The Licensee acknowledges and agrees with the Licensors that

(a) the Licensors are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing any portion of the Licence Area and that the Licensee is solely responsible for all costs and expenses associated with its use of the Licence Area for the purposes set out in this Licence; and

(b) nothing in this Licence constitutes the Licensee as the agent, joint venturer or partner of the Licensors or gives the Licensee any authority or power to bind the Licensors in any way.

ARTICLE XIV - INTERPRETATION

14.01 In this Licence, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Licence it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties so require.

14.02 The captions and headings contained in this Licence are for convenience only and do not define or in any way limit the scope or intent of this Licence.

14.03 This Licence will be interpreted according to the laws of the Province of British Columbia.

14.04 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Licence, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Licence are enactments of the Province of British Columbia.

14.05 If any section of this Licence, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Licence will not be affected and this Licence will be enforceable to the fullest extent permitted by law.

14.06 Each schedule to this Licence is an integral part of this Licence as if set out at length in the body of this Licence.

14.07 This Licence constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of

this Licence except as expressly set out in this Licence and this Licence may not be modified except by subsequent agreement in writing.

14.08 Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms, covenants and conditions of this Licence.

14.09 All provisions of this Licence in favour of the Licensors and all rights and remedies of the Licensors, either at law or in equity, will survive the expiration of the Term.

14.10 Time is of the essence of this Licence.

IN WITNESS WHEREOF the parties have executed this Licence as of the date first above written.

SIGNED AND DELIVERED by a duly authorized representative of the Minister of Environment, Lands and Parks on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** in the presence of

V.D. Lowther

Minister of Environment, Lands and Parks
or her Authorized Representative

THE CORPORATE SEAL of **WEST TREE FARMS LIMITED** was affixed to this Licence in the presence of

Secretary

c/s

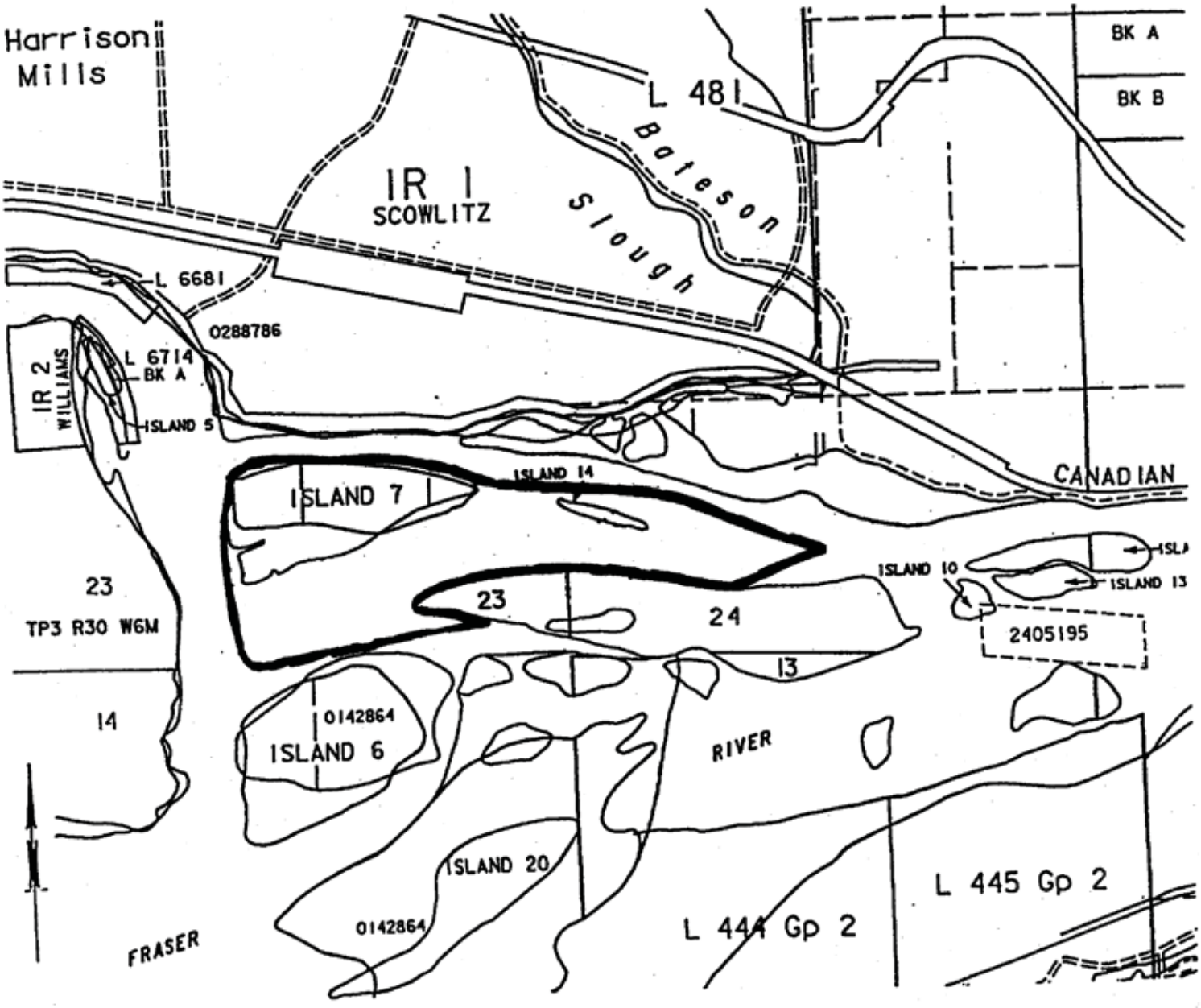
THE COROPORATE SEAL of)
REMPEL BROS. CONCRETE LTD.)
was affixed to this Licence in the)
presence of)
)
_____)
)
_____)

c/s

SCHEDULE "A"

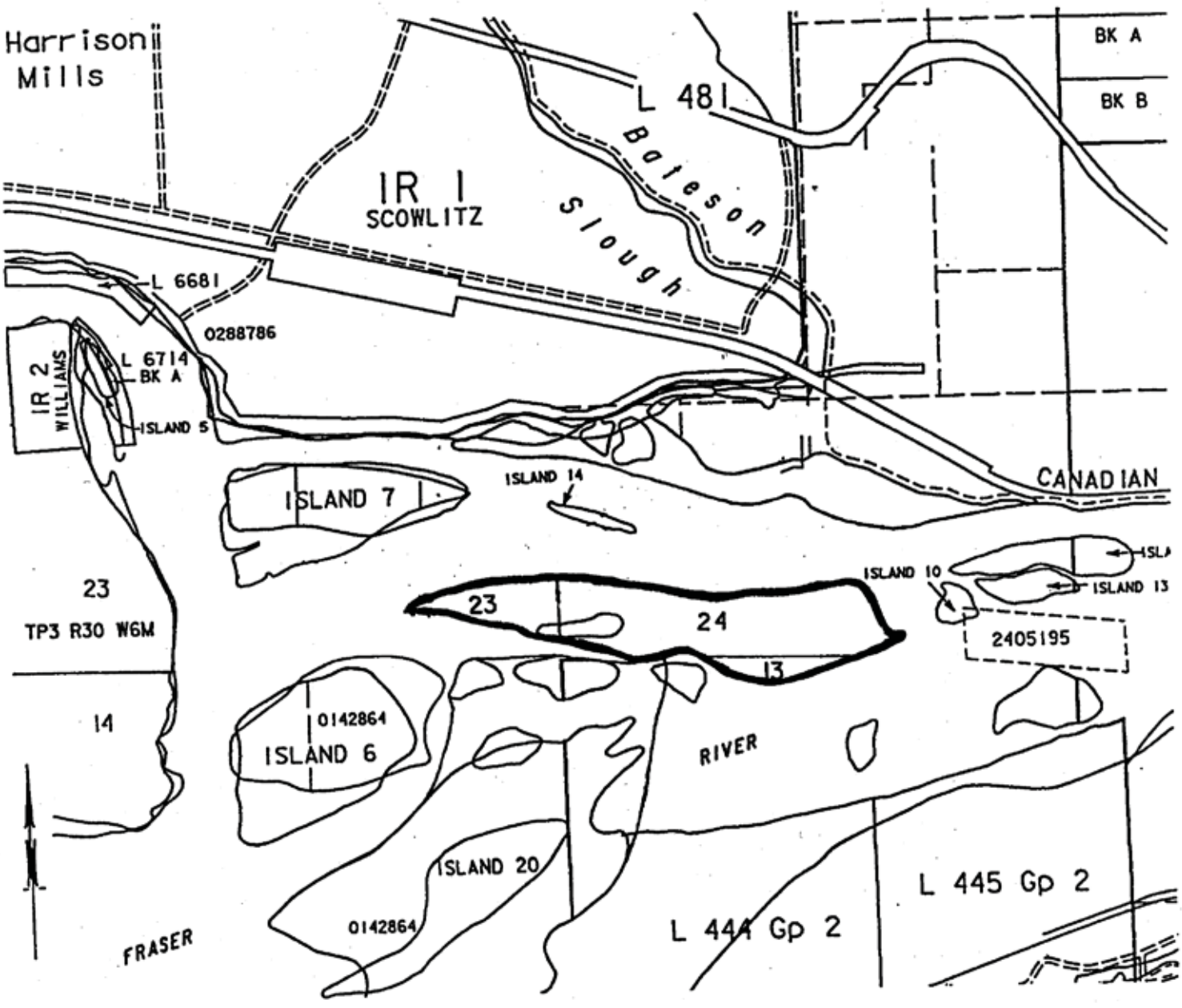
PROVINCIAL LAND

The unsurveyed Crown land and part of Island 14 being part of the bed of the Fraser River adjacent to Island 8 which is shown outlined by bold line on the sketch below, containing 65.0 hectares, more or less.



SCHEDULE "B"

WEST TREE LAND



Scale=1:20000

File: 2404356

VOL 1

Catherwood Towing Ltd.

2404356 V1

Province of British Columbia

Ministry of Environment, Lands and Parks

Lower Mainland Region

Lands Operations Division
Suite 401 , 4603 Kingsway
Burnaby, B.C.
V5H 4M4
Telephone: (604) 660-5500

GST Registration No. R107864738

Your contact is: **Pat Smith**
Examiner
660-5500

20001877

20001877

Our File: 2404356

1993-04-30

RECEIVED
MAY 14 1993
$ 465.45
BY

OFFER OF LICENSE

Debbie Catherwood
Catherwood Towing Ltd. and
E.J. Fryer Ltd.
8069 Coleman Street
Mission, British Columbia
V2V 6R9

ENTERED
APR 30 1993
COMP ENT'D MAY 13 1993

Dear Debbie Catherwood:

We are pleased to offer you a License over **unsurveyed foreshore or land covered by water being part of the bed of Harrison Bay, Group 1, New Westminster District as shown outlined in red on the Legal Description Schedule in the License document attached and containing 1.10 hectares, more or less** (the "Land") for **the purpose of log boom storage.**

This is to replace **Licence No. 234175.**

You can accept this offer by providing us with the following **by May 14, 1993.**

FEES PAYABLE

Payment of the fees as outlined below:

License Fee	$	500.00 T*
less license fee previously paid for May 28, 1993 - Oct. 31, 1993	$	- 215.00 T*
Documentation Fee	$	150.00 T*
Application Fee	$	0.00
GST (7% X $435.00)	$	30.45
TOTAL	$	465.45

T* - denotes GST payable

Please make your cheque or money order payable to the Minister of Finance and Corporate Relations.

LIABILITY INSURANCE

A Certificate of Insurance, in the attached form, confirming that:

1. You have obtained a comprehensive general liability insurance policy with a limit of **$1,000,000.00** per occurrence;

2. Her Majesty the Queen in Right of the Province of British Columbia, her employees, servants and agents are a named insured on the policy; and

3. The policy includes cross-liability and blanket contractual liability clauses or endorsements.

SIGNING OF DOCUMENTS

In the spaces provided on the signature page, please sign all of the License documents and have your signature(s) witnessed. Return all copies to this office and an originally executed copy will be sent back to you.

If you accept this offer, you agree that:

1. This offer cannot be transferred to another person;
2. This offer and the License does not guarantee that:
   (a) the Land is suitable for the approved use,
   (b) it can be built on,
   (c) there is access to it, and
   (d) it is not susceptible to flooding or erosion;
3. This offer shall survive the signing and issuance of the License provided that in the event of any contradiction between the terms of the offer and the License, the License shall prevail;
4. In accordance with the provisions of the Land Act, this offer is not binding upon the Crown until the License is signed by the Crown.

CATHERWOOD TOWING LTD.

00013080

Finance & Ministry of Coroporate Relations

20901877

FILE #	AMOUNT	G.S.T.
404356	$ 465.45	30.45
404357	330.63	21.63
404358	511.46	33.46
404361	972.63	63.63
404359	695.50	45.50
	$ 2975.67	

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS
LANDS OPERATIONS

MAY 13 1993

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

Province of British Columbia

Ministry of Crown Lands

Lower Mainland Operations
McLaren [illegible]re
210-4240 [illegible]anor Street
Burnaby, B. C., V5G 1B2
Telephone: (604)660-5500

Reply attention of: Carol Johnson
for Manager,
Land Administration

OUR FILE 2404356

YOUR FILE

Date: ~~89-10-13~~ 90-01-02

Catherwood Towing Ltd.
34870 Moffat Avenue
Mission, B. C.
V2V 5V6

Dear Sirs:

Re: Application for a disposition of the land described as all that foreshore or land covered by water being part of the bed of Harrison Bay, Group 1, New Westminster District, more particularly shown outlined in red on plan attached and containing 1.10 hectares, more or less.

(hereinafter referred to as the "Land")

We are pleased to advise you that we have approved your application for a disposition of the Land under the *Land Act* on the terms and conditions set forth below.

1. **FORM OF DISPOSITION AND TENURE:**

   The disposition of the Land to you will be by way of the License of Occupation attached hereto (herein referred to as the License) on the terms and conditions set forth therein.

2. **NO WARRANTY:**

   Neither this commitment nor the granting of the License to you shall constitute a warranty or representation to you that the Land is suitable for its permitted use, that it can be built on, that it is not susceptible to flooding or erosion or that there is access to it.

3. **APPLICANT'S REPRESENTATION:**

   In signing and accepting the License of Occupation attached hereto you represent and acknowledge to us that at the time of signing

   (a) (i) you are a Canadian citizen or permanent resident (landed immigrant) and are of the full age of 19 years;

   (ii) where the applicant is a corporation or society it is duly organized or continued under the laws of British Columbia having Incorporation No. 197127;

   (b) statements contained in your application for the disposition are true;

   (c) you have attended to inspect the Land and are fully aware of its condition;

   (d) you have knowledge of all municipal and regional bylaws regulating the use and development of the Land.

4. **NON MERGER:**

   The provisions of this agreement shall survive the execution and delivery of the License provided that in the event of any contradiction between such provisions and the terms and conditions of the License, the latter shall prevail.

ENTERED DEC 09 1989

~~89-12-13~~ 90-03-05

L70(b) R(01/89)

5. **TIME:**

Time is of the essence in this agreement.

6. **NON ASSIGNABLE:**

This commitment letter is not assignable or transferable.

7. **CONDITIONS PRECEDENT:**

7.1 **Statement of Fees:**

Please submit to this office the fees outlined below by cash, money order, or certified cheque payable to the Minister of Finance and Corporate Relations.

License Fee	$ 500.00
Documentation Fee	$ 150.00
Occupational Rental	$ 0.00
Other	$ 0.00
TOTAL	$ 650.00

Where applicable the occupation rental payable in respect of your occupation of the Land from N/A to the commencement date of the License is charged at $ 0.00 per day.

7.2 **Other Preconditions:**

Please submit to this office:

[x] A security deposit in the amount of $ 1,000.00

[x] Evidence of a comprehensive general liability insurance policy in effect with a limit of $1,000,000 per occurrence. Her Majesty the Queen in Right of the Province of British Columbia, her employees, servants and agents are to be added as named insured with respect to all *Land Act* tenures. The policy shall include the following clauses or endorsements: on the attached Certificate of Insurance form. (See Information Sheet for details)

(1) Cross-liability

(2) Blanket contractual liability.

8. **EXECUTION OF DOCUMENTS:**

Please sign all copies of the documents in the space provided for signature(s). All signatures must be duly witnessed.

9. **TIME FOR ACCEPTANCE:**

Failure to complete the documents within 60 days of the date of this letter will automatically void our obligation to dispose of the Land to you.

Please return to this office, within the time limited above, all copies of the executed documents together with your payment, and evidence of having met the other preconditions, outlined above.

We trust that the foregoing arrangements are satisfactory to you. If you have any questions, please contact the individual noted above.

Yours very truly,

Original Signed By
R.H. ROBERTS

CJ:mp

Authorized Representative

cc: Senior Land Officer

DK-640

Prov...ce of British Columbia | Ministry of Crown Lands

License — Aquatic Lands

THIS AGREEMENT executed in triplicate and dated for reference the 2nd day of October, 1989.
IN PU[illegible]UANCE OF THE LAND ACT (Section 36).

LICENSE No.

FILE No. 2404356

Between HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister Responsible for Crown Lands, Parliament Buildings, Victoria, British Columbia

(hereinafter called the "Owner") OF THE FIRST PART

and CATHERWOOD TOWING LTD. (Inc. No. 197127) a Company organized under the laws of the Province of British Columbia and having an office at 34870 Moffat Avenue Mission, British Columbia V2V 5V6 (hereinafter called the "Licensee") OF THE SECOND PART

WITNESSES THAT WHEREAS the Owner has agreed to grant to the Licensee a license over that parcel of land described in the schedule attached entitled Legal Description (hereinafter referred to as the "Land");

NOW, THEREFORE, in consideration of the fee to be paid by, and the covenants of, the Licensee, the parties agree as follows:

Article I — Grant of License

(1.01) The Owner, on the terms set forth herein, hereby grants to the Licensee a license to enter on the Land for the purposes described in the schedule attached entitled Special Proviso (hereinafter called the "Special Proviso Schedule").

Article II — Duration

(2.01) The duration of the license and the rights herein granted shall be for a term of Five (5) years commencing on the 1st day of November 1989 (herein called the "Commencement Date") unless cancelled in accordance with the terms hereof.

Article III — License Fee

(3.01) The Licensee shall pay to the Owner, in advance, on the Commencement Date, the license fee as prescribed in the Fee Schedule attached.

Article IV — Covenants of the Licensee

(4.01) The Licensee covenants with the Owner

(a) to pay the license fee due at the address of the Owner first above written or at such other place as the Owner may specify from time to time;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to owners or occupiers of adjoining land;

(e) to deliver to the Owner from time to time, upon demand, proof of insurance required to be maintained by the Licensee, receipts or other evidence of payment of Realty Taxes, insurance premiums and other monetary obligations of the Licensee required to be observed by the Licensee pursuant to this license;

(f) to indemnify and save the Owner harmless against all losses, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this license by the Licensee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Licensee's occupation of the Land,

and the Owner may add the amount of such losses, damages, costs and liabilities to the license fee and the amount so added shall be payable to the Owner immediately;

(g) to keep the Land in a safe, clean and sanitary condition satisfactory to the Owner and to make clean and sanitary any portion of the Land or any improvement that the Owner may direct by notice in writing to the Licensee;

(h) to permit the Owner, or his authorized representative, to enter upon the Land at any time to inspect the Land and any improvements thereon;

(i) to use and occupy the Land in accordance with the provisions of this license including those set forth in the Special Proviso Schedule;

(j) on the expiration or at the earlier cancellation of this license

(i) to peaceably quit and deliver possession of the Land to the Owner,

(ii) to remove all buildings, machinery, plant equipment and apparatus and all other improvements to or things on the Land,

(iii) to restore the surface of the Land to the satisfaction of the Owner,

and to the extent necessary, this covenant shall survive the expiration or cancellation of this license;

(k) to effect and keep in force during the term, insurance protecting the Owner and the Licensee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land to an amount not less than $ 1,000,000.00, PROVIDED, however, that the Owner may, in his sole discretion, waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured.

(l) notwithstanding subsection (k) of section 4.01, the Owner may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to that subsection be changed and the Licensee shall, within 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) of section 4.01 to be changed to the amount specified in the notice and deliver to the Owner written confirmation of the change;

(m) not to interfere with the activities of any other person to enter on and use the Land under a prior or subsequent license granted by the Owner;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Owner;

(o) not to dredge or significantly displace beach materials on the Land without the prior written consent of the Owner;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land;

(q) not to prohibit or restrict any person from passing over the Land.

Article V — Assignment

(5.01) The Licensee shall not assign this license or sublicense any part of the Land without the prior written consent of the Owner.

Article VI — Cancellation

(6.01) In the event that

(a) the Owner requires the Land for his own use or in his sole discretion, considers that it is in the public interest to cancel the rights herein granted, in whole or in part,

(b) the Licensee ceases to use the Land for the purposes permitted herein,

(c) the Owner, in his sole discretion, considers that it is no longer necessary for the Licensee to use the Land for the purposes permitted herein,

the Owner may on 90 days written notice to the Licensee, cancel this license and the rights herein granted, in whole or in part.

(6.02) In the event that the Licensee fails to observe or perform any of the covenants, agreements, provisions or conditions contained herein, and such failure continues for a period of 60 days next after the giving of written notice by the Owner to the Licensee of the nature of the failure, the Owner may cancel this license in accordance with the *Land Act* and notwithstanding section (4.01) (j), any buildings, machinery, plant equipment and apparatus and all other improvements to the Land shall become, at the discretion of the Owner, the property of the Owner.

(6.03) In the event that

(a) the license hereby granted should be taken in execution or attachment by any person or the Licensee commits an act of bankruptcy, becomes insol[illegible]or is petitioned into bankruptcy or voluntarily enters into an arran[illegible]ent with his creditors,

(b) the Owner discovers that the Licensee either in his application for this license or otherwise has, in the opinion of the Owner, misrepresented or withheld any fact material to the application,

the Owner may on 90 days written notice to the Licensee, cancel this license and the rights herein granted.

(6.04) Thirty days after the expiration or cancellation of this license, any improvements or fixtures that remain unremoved from the Land shall be absolutely forfeited to and become the property of the Owner and the Owner may remove them from the Land and the Licensee shall, on demand, compensate the Owner for all costs incurred by the Owner respecting their removal.

(6.05) The Licensee shall not be entitled to any compensation, whether for damages or otherwise, in respect of a cancellation of this license by the Owner under this Article.

Article VII — Security

(7.01) The security in the sum of $ 1,000.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Licensee to the Owner (herein called the "Security") to guarantee the performance of the Licensee's obligations under this license shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed; provided, however, that the Owner may, in his sole discretion, waive the requirements of this subsection.

(7.02) In the event the Licensee should default in the performance of any of his obligations hereunder, it shall be lawful for the Owner, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Owner.

(7.03) The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or cancellation of this license.

(7.04) Notwithstanding section 7.01, the Owner may from time to time notify the Licensee that the amount of Security delivered by the Licensee to the Owner be changed and specify the amount of Security required by the Owner.

(7.05) The Licensee shall, within 60 days of receiving the notice referred to in section 7.04, cause the amount of Security delivered to the Owner to be changed to the amount specified in the notice and provide the Owner with written confirmation of the change.

Article VIII — Notice

(8.01) Where service of a notice or a document is required under this license, the notice or document shall be in writing and shall be deemed to have been served if delivered to, or if sent by prepaid registered mail addressed to, the Owner and the Licensee at the addresses specified for each on the first page of this license, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(8.02) Either party may, by notice in writing to the other, specify another address for service of notices under this license and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(8.03) Notwithstanding section 8.01, any written notice to be served or given by the Owner to the Licensee under this license shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article IX — Miscellaneous

(9.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Owner unless such waiver is expressed in writing by the Owner. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Owner to any act by the Licensee requiring the consent or approval of the Owner shall not be considered to waive or render unnecessary such consents or approvals to any subsequent similar act by the Licensee.

(9.02) No remedy conferred upon or reserved to the Owner is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(9.03) This license is subject to:

(a) all subsisting grants to or rights of any person made or acquired under the *Coal Act*, *Forest Act*, *Mineral Act*, *Mining (Placer) Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Act* or *Wildlife Act*, or any extension or renewal of the same, whether or not the Licensee has actual notice of them,

(b) any prior dispositions made pursuant to the *Land Act*, AND

(c) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act*.

(9.04) The Licensee acknowledges and agrees with the Owner that

(a) any interference with the rights of the Licensee under this license by virtue of the exercise or operation of the rights, privileges or interests described in section 9.03 shall not constitute a breach of the Owner's obligations hereunder and the Licensee releases and discharges the Owner from and against any claim for loss or damage arising directly or indirectly out of any such interference,

(b) all costs and expenses, direct or indirect, that arise out of any interference by the Licensee with the rights, privileges and interests described in section 9.03 shall be borne solely by the Licensee,

(c) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in section 9.03, AND

(d) all schedules referred to in this license form an integral part of this license.

(9.05) This license shall not entitle the Licensee to exclusive possession of the Land, and the Owner may grant licenses to others to use the Land, for any purpose other than that permitted herein, so long as the grant does not materially affect the exercise of the Licensee's rights hereunder. The question of whether a grant materially affects the exercise of the Licensee's rights hereunder shall be determined by the Owner in his sole discretion.

(9.06) The terms and provisions of this license shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(9.07) Time is of the essence in this agreement.

Article X — Interpretation

(10.01) In this license, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(10.02) The captions and headings contained in this license are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.

(10.03) Where in this license there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(10.04) If any section of this license 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.

IN WITNESS WHEREOF, the parties have executed this license 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 a duly authorized representative in the presence of:

Authorized Representative

SIGNED by
in the presence of:

Signature of Licensee

SIGNED by a duly authorized signatory of
CATHERWOOD TOWING LTD.
in the presence of:

Authorized Signatory

c/s

Province of British Columbia | Ministry of Crown Lands

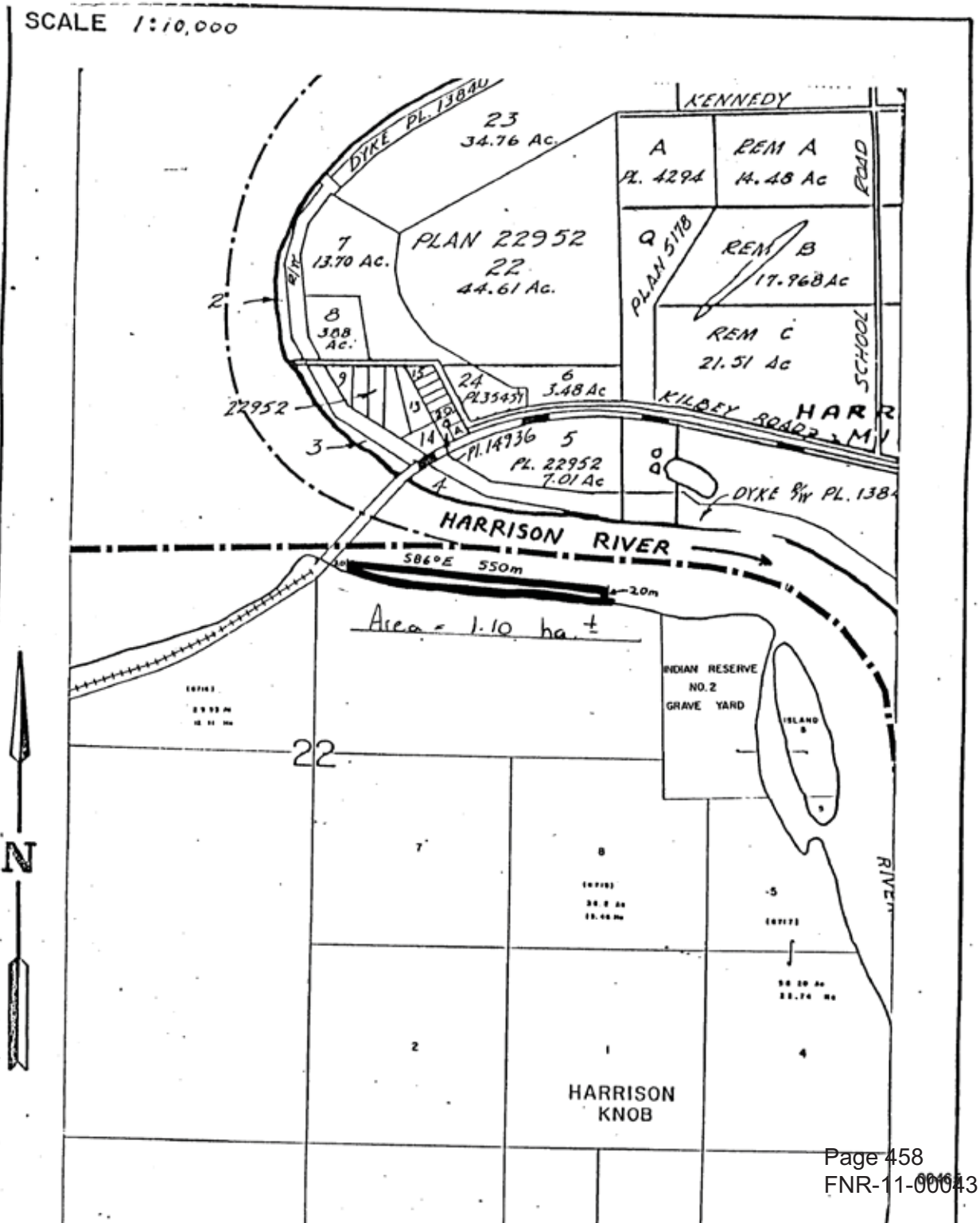
Legal Description Schedule

LICENSE No.	FILE No. 2404356

1.1 Legal Description

All that foreshore or land covered by water being part of the bed of Harrison Bay, Group 1, New Westminster District, more particularly shown outlined in red on plan below and containing 1.10 hectares, more or less.

L57d R(11/88) M-341



Province of British Columbia

Ministry of Crown Lands

Special Proviso Schedule

LICENSE No. | FILE No. 2404356

GENERAL COMMERCIAL/INDUSTRIAL (AQUATIC)

1.1 Purpose

The Licensee shall use the Land only for the purpose of log boom storage

1.2 Special Provisions

1.2.1 The Licensee shall

(a) not anchor or secure any buildings, structures or improvements on the Land except as shown in the schedule attached to the license called the Legal Description Schedule;

(b) not interrupt the movement of beach material by water along the shoreline;

(c) not construct a fence, bulkhead, groin, breakwater floating boom or any structure by another name which acts in a like manner, without the prior written consent of the Ministry;

(d) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;

(e) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Waste Management Act*;

(f) not use construction materials containing toxic substances, except in marine waters where the use of preservative-treated wood may be necessary.

1.3 Additional Provisions

1.3.1 Notwithstanding anything to the contrary in this license, so long as:

(i) the Licensee is not in default of any of the terms or conditions of this license, and

(ii) the Licensee has given the Owner, not more than 120 days prior to the N/A anniversary of the term herein granted, notice in writing of the Licensee's intention to terminate this license and apply for a new license of the Land,

the Owner may agree to terminate this license and offer a new license of the Land to the Licensee by notice to the Licensee, in writing, at the fee and on the terms and conditions determined by the Owner and contained in the notice;

1.3.2 The Licensee shall have a period of 60 days from the date of receipt of the notice from the Owner to accept a new license of the Land by executing the new license contained in the notice and delivering it to the Owner.

L54(d) R(02/87) cc

Province of British Columbia | Ministry of Crown Lands

Fee Schedule

LICENSE No. | FILE No. 2404356

1.1 THE FEE FOR THE TERM SHALL BE

(a) for the first year of the term, a fee of $ 500.00 payable in advance on the Commencement Date; AND

(b) during the balance of the term, an annual fee of $500 or the amount determined by the Owner under this Schedule, whichever is the greater, payable in advance, beginning on the first anniversary of the Commencement Date and thereafter on each successive anniversary of that date.

1.2 In this Schedule

"Land Value", in reference to the Land, means the value of the Land as determined by the Owner in his sole discretion;

"Notice" means a notice in writing to the Licensee under section 1.5;

"Rate", in reference to the calculation of the annual fee payable during the term of this license means 7.5 %.

1.3 The annual fee payable under section 1.1 (b) shall be an amount equivalent to the product of the Rate multiplied by the Land Value.

1.4 The Owner shall, from time to time, calculate the annual fee payable under section 1.1 (b) in accordance with section 1.3 and the calculation of the Owner shall be final and binding on the Licensee.

1.5 The Owner shall, not less than 30 days before each anniversary of the Commencement Date during the term, give written notice to the Licensee specifying the annual fee payable under section 1.1 (b) for the immediately succeeding year of the term and the annual fee specified in the notice shall constitute conclusive evidence of the annual fee payable for the year of the term specified therein.

1.6 If the Owner does not give notice to the Licensee under section 1.5, the annual fee shall be equal to the annual fee calculated or in force during the immediately preceding year of the term.

L56(p) R(11/88)

Province of British Columbia

Ministry of Crown Lands

ENDORSEMENTS

LICENSE No.	FILE No. 2404356

L 61(b) (2/83) W-279

Province of
British Columbia

Ministry of
Crown Lands

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

File: 2404356

Date: 90-04-12

COMP. ENT'D. APR 17 1990

Catherwood Towing Ltd.
34870 Moffat Avenue
Mission, B.C.
V2V 5V6

Attention: D. Catherwood

Dear Ms. Catherwood:

It is my pleasure to enclose your original copy of License Number 234175 duly executed on behalf of the Regional Director.

The License is issued in your name for a term of five (5) years commencing the 1st day of November, 1989 for log boom storage purposes at the rental of $500.00 for the first year only.

This License covers all that foreshore or land covered by water, being part of the bed of Harrison Bay, Group 1, New Westminster District, more particularly shown outlined in red on plan attached, containing 1.10 hectares, more or less.

Please do not hesitate to contact me if you have any questions or require assistance. It continues to be our pleasure to be of service.

Yours truly,

ME

Margo Elewonibi
Senior Examiner

ME/mp
Encl.

cc. B.C. Assessment Authority, Dewdney-Alouette
Director, Lands Records, Victoria
Regional District of Dewdney-Alouette

Recycled Paper

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

RMS SERVICE NO: 0757
File No. 2404356 Document No. 25274 Invoice No.

Statement Date: 95/03/31
Due Date: 95/05/27

Name: CATHERWOOD TOWING LTD. & E J FRYER LTD.

RECEIVED
MAY 18 1995

L 50577

PLEASE ENTER ADDRESS CHANGES BELOW:

STREET _____

CITY _____ $ 535.00

POSTAL CODE _____ PHONE NO. _____ BY _____

Balance Owing $ 535.00

MAY 19 1995

COMP ENT'D

Regional office use only	
ENVIRONMENT, LANDS AND PARKS SUITE 401 - 4603 KINGSWAY BURNABY B.C. V5H 4M4 PH: (604) 660-5500	

REV. 91/11

ORIGINAL

20007555

ENTER AMOUNT OF PAYMENT $ 535 00

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

RMS SERVICE NO: 0757
File No. 2404356 Document No. 25274 Invoice No.

Statement Date: 94/03/31
Due Date: 94/05/27

Name: CATHERWOOD TOWING LTD. & E J FRYER LTD.

address change to Rod M

L 49576

PLEASE ENTER ADDRESS CHANGES BELOW:

STREET _____ COMP ENT'D MAY 31 1994

CITY _____ RECEIVED

POSTAL CODE V2V 6R5 PHONE NO. _____ Balance Owing $ 535.00

MAY 30 1994

$ 535.00 BY

ENTERED
JUL 11 1994

Regional office use only	
ENVIRONMENT, LANDS AND PARKS SUITE 401 - 4603 KINGSWAY BURNABY B.C. V5H 4M4 PH: (604) 660-5500	

REV. 91/11

ORIGINAL

ENTER AMOUNT OF PAYMENT $

RMS SERVICE NO: 0757 2404356 5274 95/03/31

CATHERWOOD TOWING LTD. & E J FRYER LTD.

PLEASE ENTER ADDRESS CHANGES BELOW:

STREET _____

CITY _____ BY _____

POSTAL CODE _____ PHONE NO. _____

ENVIRONMENT, LANDS AND PARKS
SUITE 401 - 4603 KINGSWAY
BURNABY
B.C.
V5H 4M4 PH: (604) 660-5500

MINISTRY OF ENVIRONMENT, LANDS AND PARKS
LANDS OPERATIONS
MAR 28 1995
#401 - 4603 KINGSWAY
BURNABY, B.C. V5H 4M4

COMP ENT'D

5000755

535.00

RMS SERVICE NO: 0757 2404356 5274 94/03/31

CATHERWOOD TOWING LTD. & E J FRYER LTD. 94/05/27

PLEASE ENTER ADDRESS CHANGES BELOW:

STREET _____

CITY _____

POSTAL CODE _____ PHONE NO. _____

ENVIRONMENT, LANDS AND PARKS
SUITE 401 - 4603 KINGSWAY
BURNABY
B.C.
V5H 4M4 PH: (604) 660-5500

MINISTRY OF ENVIRONMENT, LANDS AND PARKS
LANDS OPERATIONS
MAY 30 1994
#401 - 4603 KINGSWAY
BURNABY, B.C. V5H 4M4

COMP ENT'D MAY 31 1994

535.00

REGISTERED JUL 11 1994

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

RMS SERVICE NO: 0757
File No. 2404356 Document No. 235274 Invoice No.

Statement Date: 96/03/31
Due Date: 96/05/27

Name: CATHERWOOD TOWING LTD. & E J FRYER LTD.

L 25271

PLEASE ENTER ADDRESS CHANGES BELOW:

STREET _____

CITY _____

POSTAL CODE _____ PHONE NO. _____

COMP ENT'D MAY-31/96

RECEIVED 20009983

APR 29 1996

Balance Owing $ 535.00

$ 535.00

BY JHillen

ENTER AMOUNT OF PAYMENT $ 535 | 00

Regional office use only

ENVIRONMENT, LANDS AND PARKS
SUITE 401 - 4603 KINGSWAY
BURNABY
B.C.
V5H 4M4 PH: (604) 660-5500

FS 79 (FIN) REV. 88/10

ORIGINAL

CATHERWOOD TOWING LTD.

00020326

DATE	REFERENCE	DESCRIPTION	AMOUNT
5/01/96	2404359	CT-132	535.00
5/01/96	2404358	CT-134	535.00
5/01/96	2404356	CT-133 MAY 1/96 - APR 30/96	535.00
			1605.00

20009983

[illegible]
LA[illegible]A

APR 29 199[illegible]

[illegible]
[illegible], B.C. V5H 4M4

CATHERWOOD TOWING LTD.

024030

~~Fire #~~	2404361	CT-136	50.00
	2404356	CT-133	50.00
	2404359	CT-132	50.00
	2404358	CT-134	50.00
	2404357	CT-137	50.00
			250.00
6600			
1250			17.50
			267.50

RECEIVED
NOV 5 1997
ENVIRONMENT, LANDS & PARKS
LOWER MAINLAND REGION
FILE No.

COMP ENT'D NOV 18 1997



CATHERWOOD TOWING LTD.
5069 COLEMAN STREET
SS #1
MISSION, BC V2V 6R5
Phone: 826-9221 or 462-9221

THE BANK OF NOVA SCOTIA
33217 FIRST AVENUE,
MISSION, BRITISH COLUMBIA V2V 1G7
60210

B.C. NATURAL RESOURCE $

024030

CHEQUE NO. 24030

Nov 4/97
DATE

267.50
AMOUNT

PAY TO THE ORDER OF Two Hundred & Sixty Seven 50

MINISTER OF FINANCE & CORP RELATIONS

PER:

Sect 21

RECEIVED
NOV 05 1997
$ 53.50
BY

013108

FNR-11-00043
FNR-11-00473

00473

Printed in B.C. 19100

BRITISH COLUMBIA — Ministry of Environment, Lands and Parks

APPLICATION FOR CROWN LAND & STAKING NOTICE

Land Act

$3.50 rec'd

NAME(S) OF INDIVIDUALS (PLEASE PRINT IN FULL)

JOINT TENANTS ☐
TENANTS IN COMMON ☐

COMPANY OR SOCIETY NAME
CATHERWOOD TOWING LTD.

APT. NO.	STREET ADDRESS: 8069 COLEMAN STREET		POST OFFICE BOX NUMBER
CITY/TOWN MISSION		PROVINCE BC	POSTAL CODE V2V 6R5
HOME PHONE	BUS. PHONE 604-462-9221	FAX NUMBER 826-9223	COMPANY OR SOCIETY INCORPORATION NUMBER: 197127
AGE: 19 OR OVER YES ☐ NO ☐	CANADIAN CITIZEN YES ☐ NO ☐		NON-REFUNDABLE APPLICATION FEE ENCLOSED YES ☒ NO ☐
LOCATION OF CROWN LAND HARRISON RIVER			AREA IN HECTARES 1.37 HA. MORE OR LESS.

LEGAL OR BOUNDARY DESCRIPTION:

A) IF SURVEYED, GIVE LEGAL DESCRIPTION: 213108

B) IF UNSURVEYED, PLEASE SEE REVERSE FOR STAKING INSTRUCTIONS AND PROVIDE A DESCRIPTION OF BOUNDARIES:

COMMENCING AT A POST PLANTED ON THE WESTERLY BANK OF THE HARRISON RIVER, 30 METERS DOWNSTREAM FROM THE CPR BRIDGE THENCE EASTERLY 20 METERS, THENCE SOUTHERLY 685 METERS THENCE WESTERLY 20 METERS, THENCE NORTHERLY 685 METERS

THEN _____ METRES IN A _____ DIRECTION; THEN _____ METRES IN A _____ DIRECTION;

THEN _____ METRES IN A _____ DIRECTION; THEN _____ METRES IN A _____ DIRECTION;

DATE LAND STAKED: _____ PLEASE ATTACH A MAP OR SKETCH SHOWING THE AREA

INTENDED LAND USE AND PERIOD OF OCCUPATION REQUIRED:
LOG BOOM STORAGE FOR TEN YEARS.

ANY OTHER CROWN LAND HELD BY APPLICANT: YES ☒ NO ☐ IF YES, STATE TYPE AND TENURE NUMBER: LOG BOOM STORAGE OF VARYING TENURES.

I hereby certify that all information given in this application for Crown land and Staking Notice is true and correct and that I am an authorized agent - signatory (if company)

Applicants signature(s)

Signature _____ Date: _____

Information contained in this application is public. Please see reverse for Freedom of Information and Protection of Privacy legislation.

FOR OFFICE USE ONLY
FILE NUMBER: 2404356 TAS CODING: CLA PROJECT #

FILE COPY ORIGINAL

Catherwood Towing Ltd.

8069 COLEMAN STREET, MISSION, B.C. V2V 6R5
FAX 826-9223

826-9221 or Vancouver 462-9221
ERNIE CATHERWOOD



October 31, 1997

Province of British Columbia
Ministry of Environment, Lands and Parks
Lower Mainland Region
10470 152 Street
Surrey, B.C.
V3R 0Y3

Your File: 2404356
Our File: CT - 133

Dear Sirs;

Re: Renewal of License 235274

Enclosed please find the renewal application for the above license as follows:

1. Completed Application for Crown Land Form
2. Our cheque in the amount of $53.50
3. A site plan as directed
4. Completed Prospectus for log handling
5. Letter of consent from Ministry of Forests, Small Business Program

If you have further questions or concerns, please do not hesitate to contact us at your convenience.

Yours very truly,

Ervin S. Mihalicz
Manager of Operations

/Encl.

Files: 2404356
2404357
2404358
2404359
2404361

Date: 93-06-02

Debbie Catherwood
Catherwood Towing and E J Fryer Ltd
8069 Coleman St
MISSION BC V2V 6R5

Dear Debbie Catherwood:

It is my pleasure to enclose your original copies of Licenses numbered 235274, 235275, 235276, 235277 and 235278 duly executed on behalf of the Regional Director, which replaces License numbers 234175, 234218, 234117, 234307 and 234306.

These Licenses are all issued for a term of five (5) years commencing May 27, 1993 for the purposes of log booming, log dumping and log storage at the rental of $500.00 except License number 235278 in which case the rent is $759.00.

These Licenses cover areas within Group 1, New Westminster District as describe on the legal description schedules in each document.

The overpayment of $1,347.13, as discussed on the telephone, will be applied to rental on file number 2404360.

.../2

Please do not hesitate to contact me if you have any questions or require assistance. It continues to be our pleasure to be of service.

Yours truly,

Pat E. Smith
Examiner

PES:bmp
Encl.

cc: B.C. Assessment Authority, Chilliwack
Surveyor General Branch, Victoria
Fraser Cheam Regional District
Provincial Collector, Chilliwack
Surveyor of Taxes, Victoria
Ministry of Environment, Lands and Parks, Fish and Wildlife Branch,

BRITISH COLUMBIA

August 1, 1997 File: 2404356

Catherwood Towing and E.J. Fryer Ltd
8069 Coleman St
MISSION BC V2V 6R5

Dear Sir:

Re: License No. 235274 for log boom purposes

Your tenure agreement described above will expire effective May 27, 1998.

If you wish to apply for a replacement tenure, please submit the following to our office within 90 days from the date of this letter:

1. A completed Application for Crown Land Form, enclosed.

2. A non-refundable application fee of $53.50 ($50.00 plus $3.50 GST) in the form of a cheque or money order made payable to the Minister of Finance and Corporate Relations.

3. An updated site plan drawn to scale with a north arrow indicating:

   i) the high and low water marks;

   ii) the location of all pilings, dolphins, ramps, floats, log dumping facilities including perimeter logs to contain debris, rock anchor bolts, etc. Log dumping facilities should also be shown in a cross-sectional plan;

   iii) all roads, creeks and rights of way on the upland adjacent to the application area;

   iv) the location of any fill; and

   v) the dimensions of the application area and the application area outlined in red.

Ministry of Environment, Lands and Parks

Environment and Lands
Lower Mainland Region

Mailing/Location Address:
10470 152 Street
SURREY BC V3R 0R3

Telephone: (604) 582-5200
Facsimile: (604) 930-7119

4. A completed Prospectus for log handling and storage, enclosed.

5. Due to possible conflicts with the Ministry of Forests Small Business Program, please provide a letter from the Ministry of Forests indicating they do not object to the replacement of your tenure.

Additional documentation may be required depending on the material provided. If you have any questions regarding this information, please contact me at 582-5394.

Yours truly,

Sharon Wilson
per: Application Committee

To: Ministry of Environment,
Lands and Parks
Lands Section
10470 152 Street
Surrey, BC
V3R 0R3

File: 2404356

Re: License No. 235274 for log boom purposes

If you do not wish to apply for a replacement tenure, please sign below and return this portion of the letter to the address noted above.

Catherwood Towing and E.J. Fryer Ltd

(Date)

File 2404356

Vol 2

Catherwood Towing Ltd.

2404356 v2

RECEIVED
MAY 5/93

Province of British Columbia

Ministry of Environment, Lands and Parks

License - Aquatic Lands

License No. 235273/4 File No. 2404356

THIS AGREEMENT dated for reference the 27th day of May, 1993.

IN PURSUANCE of the *LAND ACT* (Section 36).

BETWEEN:

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

(hereinafter called the " Owner")

OF THE FIRST PART

AND:

Catherwood Towing Ltd., (Inc. No. 197127) a company organized under the laws of the Province of British Columbia and having an office at 8069 Coleman Street, Mission, British Columbia V2V 6R9 and E. J. Fryer Ltd. (Inc. 266228) a company organized under the laws of the Province of British Columbia and having an office at 7297 Kelleher Street, Matsqui, British Columbia V0X 1S0 as Joint Tenants

(hereinafter called the " Licensee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Owner has agreed to grant to the Licensee a license over that parcel of land described in the attached schedule entitled Legal Description (hereinafter referred to as the "Land");

NOW THEREFORE in consideration of the fee to be paid by and the covenants of the Licensee, the parties agree as follows:

Article I - Grant of License

(1.01) The Owner, on the terms set forth herein, hereby grants to the Licensee a license to enter on the Land for log boom purposes.

Article II - Duration

(2.01) The duration of this license and the rights herein granted shall be for term of 5 years commencing on the 27th day of May, 1993 (hereinafter called the "Commencement Date") unless cancelled in accordance with the terms hereof.

Article IV - Covenants of the Licensee

(4.01) The Licensee covenants with the Owner

(a) to pay the license fee due at the address of the Owner first above written or at such other place as the Owner may specify from time to time;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes") which the Licensee is liable to pay;

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(e) to deliver to the Owner from time to time, upon demand, proof of insurance required to be maintained by the Licensee, receipts or other evidence of payment of Realty Taxes, insurance premiums and other monetary obligations of the Licensee required to be observed by the Licensee pursuant to this License;

(f) to indemnify and save the Owner harmless against all losses, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this license by the Licensee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Licensee's occupation of the Land,

and the Owner may add the amount of such losses, damages, costs and liabilities to the license fee and the amount so added shall be payable to the Owner immediately;

(g) to keep the Land in a safe, clean and sanitary condition satisfactory to the Owner and to make clean and sanitary any portion of the Land or any improvement that the Owner may direct by notice in writing to the Licensee;

(h) to permit the Owner, or his authorized representative to enter upon the Land at any time to inspect the Land and any improvements thereon;

(i) to use and occupy the Land in accordance with the provisions of this license including those set forth in any special Proviso Schedule;

(j) on the expiration or at the earlier cancellation of this license

(i) to quit peaceably and deliver possession of the Land to the Owner,

(ii) to remove all buildings, machinery, plant equipment and apparatus and all other improvements to or things on the Land, from the Land,

(iii) to restore the surface of the Land to the satisfaction of the Owner,

and to the extent necessary, this covenant shall survive the expiration or cancellation of this license;

(k) to effect and keep in force during the term, insurance protecting the Owner and the Licensee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land to an amount not less than $1,000,000.00 PROVIDED, however, that the Owner may, in his sole discretion, waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured;

(l) notwithstanding subsection (k) of section 4.01, the Owner may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant

to that subsection be changed and the Licensee shall, within 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) of section 4.01 to be changed to the amount specified in the notice and deliver to the Owner written confirmation of the change;

(m) not to interfere with the activities of any other person to enter on and use the Land under a prior or subsequent license granted by the Owner;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Owner;

(o) not to dredge or displace beach materials on the Land without the prior written consent of the Owner;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land;

(q) not to prohibit or restrict any person from passing over the Land.

Article V - Assignment

(5.01) The Licensee shall not assign this license or sublicense any part of the Land without the prior written consent of the Owner.

Article VI - Cancellation

(6.01) In the event that

(a) the Owner requires the Land for his own use or in his sole discretion, considers that it is in the public interest to cancel the rights herein granted, in whole or in part;

(b) the Licensee ceases to use the Land for the purposes permitted herein;

(c) the Owner, in his sole discretion, considers that it is no longer necessary for the Licensee to use the Land for the purposes permitted herein;

(d) the Licensee fails, in the opinion of the Owner, to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Owner gives written notice of the failure to the Licensee;

the Owner may on 90 days written notice to the Licensee, cancel this license and the rights herein granted, in whole or in part.

(6.02) In the event that the Licensee fails to observe or perform any of the covenants, agreements, provisions or conditions contained herein, and such failure continues for a period of 60 days next after the giving of written notice by the Owner to the Licensee of the nature of the failure, the Owner may cancel this license in accordance with the ***Land Act*** and, notwithstanding subsection (j) of section 4.01, any building, machinery, plant equipment, and apparatus and all other improvements to the Land shall become, at the discretion of the Owner, the property of the Owner.

(6.03) In the event that

(a) the license hereby granted should be taken in execution or attachment by any person or the Licensee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors,

(b) The Owner discovers that the Licensee either in his application for this license or otherwise has, in the opinion of the Owner, misrepresented or withheld any fact material to the application,

the Owner may on 90 days written notice to the Licensee, cancel this license and the rights herein granted.

(6.04) Thirty days after the expiration or cancellation of this license, any improvements or f' 'ures that remain unremoved from the Land shall be absolutely forfeited to and become the property of the Owner and the Owner may remove them from the Land and the Licensee shall, on demand, compensate the Owner for all costs incurred by the Owner respecting their removal.

(6.05) The Licensee shall not be entitled to any compensation, whether for damages or otherwise, in respect of a cancellation of this license by the Owner under this Article.

Article VII - Security

(7.01) The security in the sum of $1,000.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Licensee to the Owner (herein called the "Security") to guarantee the performance of the Licensee's obligations under this license shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed; provided, however, that the Owner may, in his sole discretion, waive the requirements of this subsection.

(7.02) In the event the Licensee should default in the performance of any of his obligations hereunder, it shall be lawful for the Owner, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Owner.

(7.03) The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this license.

(7.04) Notwithstanding section 7.01, the Owner may from time to time notify the Licensee that the amount of Security delivered by the Licensee to the Owner be changed and specify the amount of Security required by the Owner.

(7.05) The Licensee shall, within 60 days of receiving the notice referred to in section 7.01, cause the amount of Security delivered to the Owner to be changed to the amount specified in the notice and provide the Owner with written confirmation of the change.

Article VIII - Notice

(8.01) Where service of a notice or a document is required under this license, the notice or document shall be in writing and shall be deemed to have been served if delivered to, or if sent by prepaid registered mail addressed to, the Owner and the Licensee at the addresses specified for each on the first page of this license, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(8.02) Either party may, by notice in writing to the other, specify another address for service of notices under this license and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(8.03) Notwithstanding section 8.01, any written notice to be served or given by the Owner to the Licensee under this license shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article IX - Miscellaneous

(9.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Owner unless such waiver is expressed in writing by the Owner. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Owner to any act by the Licensee requiring the consent or approval of the Owner shall not be considered to waive or render unnecessary such consents or approvals to any subsequent similar act by the Licensee.

(9.02) No remedy conferred upon or reserved to the Owner is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(9.03) This license is subject to:

(a) all subsisting grants to or rights of any person made or acquired under the ***Coal Act***, ***Forest Act***, ***Mineral Tenure Act***, ***Petroleum and Natural Gas Act***, ***Range Act***, ***Water Act*** or ***Wildlife Act***, or any extension or renewal of the same, whether or not the Licensee has actual notice of them;

(b) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the ***Land Act***; AND

(c) any prior dispositions made pursuant to the ***Land Act***.

(9.04) The Licensee acknowledges and agrees with the Owner that

(a) any interference with the rights of the Licensee under this license by virtue of the exercise or operation of the rights, privileges or interests described in section 9.03 shall not constitute a breach of the Owner's obligations hereunder and the Licensee releases and discharges the Owner from and against any claim for loss or damage arising directly or indirectly out of any such interference;

(b) all costs and expenses, direct or indirect, that arise out of any interference by the Licensee with the rights, privileges and interests described in section 9.03 shall be borne solely by the Licensee;

(c) he shall not commence or maintain proceedings under section 60 of the ***Land Act*** in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in section 9.03; AND

(d) all schedules attached to this license form an integral part of this license.

(9.05) This license shall not entitle the Licensee to exclusive possession of the Land, and the Owner may grant licenses to others to use the Land for any purpose other than that permitted herein, so long as the grant does not materially affect the exercise of the Licensee's rights hereunder. The question of whether a grant materially affects the exercise of the Licensee's rights hereunder shall be determined by the Owner in his sole discretion.

(9.06) The terms and provisions of this license shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(9.07) Time is of the essence in this agreement.

Article X - Interpretation

(10.01) In th license, unless the context otherwise requires, the singular includes the plura, and the masculine includes the feminine gender and a corporation.

(10.02) The captions and headings contained in this license are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.

(10.03) Where in this license there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(10.04) If any section of this license 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.

IN WITNESS WHEREOF, the parties have executed this license 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:

V.A. Lowther

Authorized Signatory

SIGNED on behalf of Catherwood Towing Ltd. and E. J. Fryer Ltd. by a duly authorized signatory in the presence of:

A Catherwood

Authorized Signatory

Article X - Interpretation

SIGNED on behalf of E. J. Fryer Ltd. by a duly authorized signatory in the presence of:

Authorized Signatory

Province of British Columbia

Ministry of Environment, Lands and Parks

Legal Description Schedule

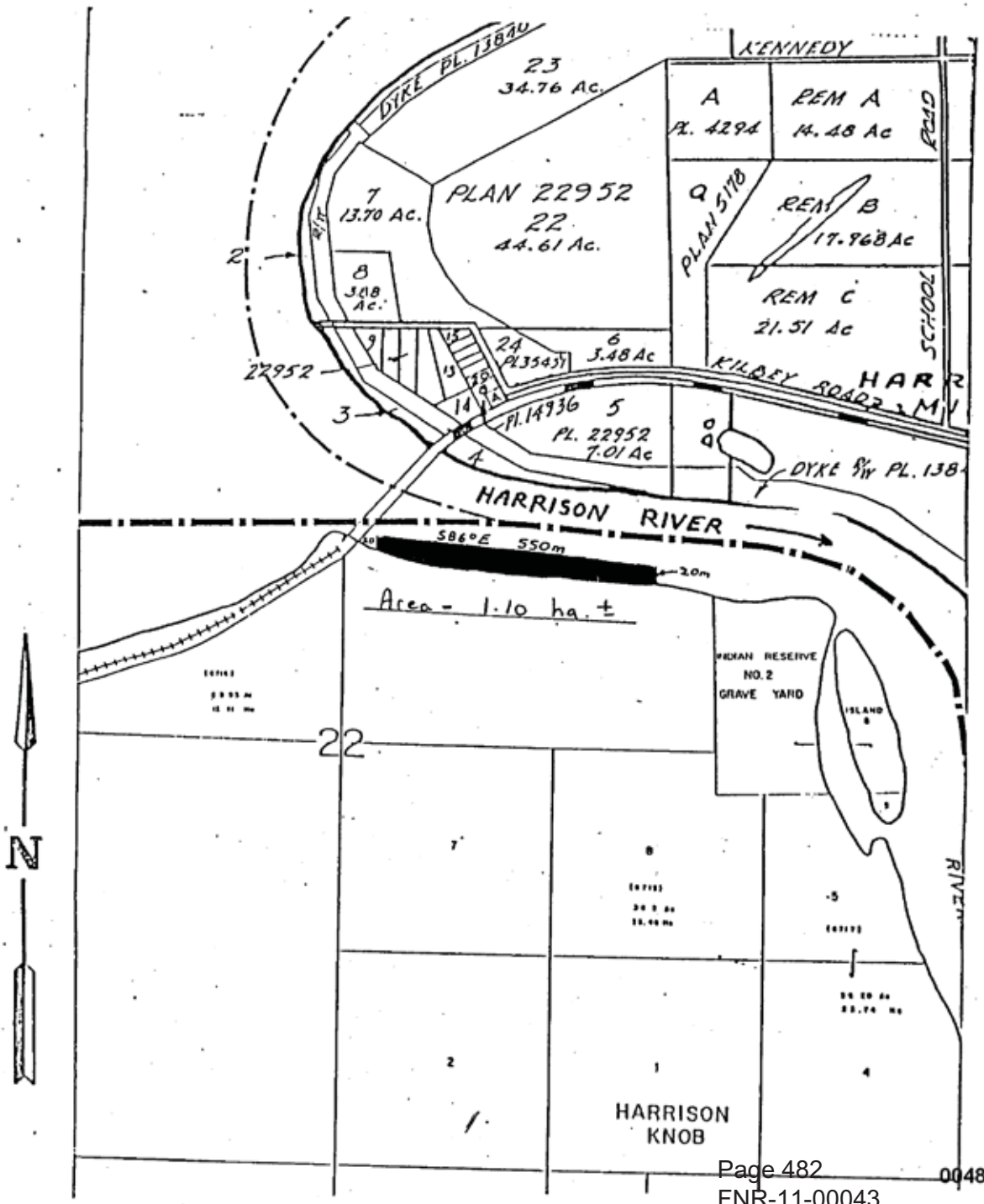
License No. 235273/4 File No. 2404356

1. Legal Description

Unsurveyed foreshore or land covered by water being part of the bed of Harrison Bay, Group 1,, New Westminster District, shown outlined on sketch below, containing 1.10 hectares, more or less.

2. Sketch Plan

SCALE 1:10,000



Province of British Columbia

Ministry of Environment, Lands and Parks

SPECIAL PROVISO SCHEDULE

License No. 235273 4 File No. 2404356

1. The Licensee shall:

   (a) not anchor or secure any buildings, structures or improvements on the Land except as shown in the schedule attached to this License called the Legal Description Schedule;

   (b) not interrupt the movement of beach sedimentary material by water along the shoreline;

   (c) not construct a fence, bulkhead, groin, breakwater, floating boom or any structure by another name which acts in a like manner, on the Land, without the prior written consent of the Owner;

   (d) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;

   (e) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the ***Waste Management Act***;

   (f) not use construction materials containing toxic substances, except in marine waters where the use of preservative-treated wood may be necessary.

2. ADDITIONAL PROVISOS

   (a) There are no Additional Provisos.

Province of British Columbia

Ministry of Environment, Lands and Parks

FEE SCHEDULE

License No. 235278/84 File No. 2404356

1. THE FEE FOR THE TERM SHALL BE

   (a) for the first year of the term, a fee of $500.00 payable in advance on the Commencement Date; AND

   (b) during the balance of the term, an annual fee of $500 or the amount determined by the Owner under this Schedule, whichever is the greater, payable in advance, beginning on the first anniversary of the Commencement Date and thereafter on each successive anniversary of that date.

2. In this Schedule

   - "Land Value", in reference to the Land, means the value of the Land as determined by the Owner in his sole discretion;
   - "Notice" means a notice in writing to the Licensee under section 5;
   - "Rate", in reference to the calculation of the annual fee payable during the term of this License means 7.5%.

3. The annual fee payable under section 1(b) shall be an amount equivalent to the product of the Rate multiplied by the Land Value.

4. The Owner shall, from time to time, calculate the annual fee under section 1(b) in accordance with section 3 and the calculation of the Owner shall be final and binding on the Licensee.

5. The Owner shall, not less than 30 days before each anniversary of the Commencement Date during the term, give written notice to the Licensee specifying the annual fee payable under section 1(b) for the immediately succeeding year of the term and the annual fee specified in the notice shall constitute conclusive evidence of the annual fee payable for the year of the term specified therein.

6. If the Owner does not give notice to the Licensee under section 5, the annual fee shall be equal to the annual fee calculated or in force during the immediately preceding year of the term.

1184 - 45
(Should be 1)

Date: JAN 19/2010

1 of 1

6418

VOL 1

0206418 V1

OFFSITE Filing.

Y TOWING LTD.

MILDRED KEHLER

0206418 V1

S. A. P.

35-11

Page 485
FNR-11-00043

cc Mr. C.T.W. Hyslop,
Land Inspector,
Court House,
New Westminster, B.C.
Request #3176

19

March 14th, 1955.

Our File 0206418
Your File L1937

Government Agent,
Court House,
New Westminster, B.C.

Dear Sir:-

In furtherance to your letter of December 28th last, I have to inform you that the application of the River Towing Co. Ltd., to lease for log holding and booming ground purposes, covering certain unsurveyed foreshore situated in Harrison River north of Harrison Mills, has been favourably considered, subject to satisfactory survey being carried out at the Company's expense within 6 months from date, under instructions to be obtained from the Surveyor General and providing no valid reasons to the contrary in the meantime.

The proposed lease will issue subject to the Navigable Waters Protection Act, which Act is administered by the Department of Public Works, Canada, cancellation on 90 days Notice at the discretion of the Lessor and will contain the provisos incorporated in leases of this nature.

The rental on the proposed lease will be set upon satisfactory survey being carried out and duly gazetted at the rate of $10.00 per acre per annum or a minimum of $50.00 per annum, which ever is the greater amount.

Kindly notify the Company accordingly, at your convenience.

Yours truly,

R. E. BURNS,
Superintendent of Lands.

MA.jef

4/4/

May 8th, 1957

River Towing Co. Ltd.
63 Duncan St.
New Westminster, B.C.

Your File:

Our File: 0206418

Attention: Leases

Dear Sir:

~~Referring to your letter of~~
, I enclose herewith lease covering
Lot 6601, Group 1, New Westminster District

in the name of

your Company

dated **Dec. 27, 1956** , containing **5.07** acres and issued for a period of **21** years, for **log holding and booming ground** purposes, at the rental of **$50.70** per annum, duly executed by the Deputy Minister of Lands, together with General Receipt No. **41185P** for **$55.70** , being lease fee and rental in this connection **to 27th December 1957**

Yours truly,
M. Smith
~~XXXXXXXXXX~~
C.T.W. HYSLOP,
Superintendent of Lands.

:hgb
Enc.

A.F. Smith, Land Inspector, Court House,
New Westminster, B.C. - Request #3176
Land Commissioner, Court House, New Westminster, B.C.
File: L 1937
844. Provincial Assessor, New Westminster, B.C.

ENTERED in Land Register
Initial

51

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206418

DATE Jan:4/60

DEPARTMENT OF LANDS AND FORESTS
LANDS SERVICE ACCOUNTING DIVISION, VICTORIA, B.C.

River Towing Co. Ltd.

1990 Kent Street

Vancouver 15, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 81978A

for $ 50.70 *re* lease covering rental on

Lot 6601, Gp.1, NWD

To December 27, 1960

C.C. to Government Agent: Now Westner - File: L.1937

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per JCN:JH

L.B. 75— 0

54

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. 0206418

DATE Jan:12/61

DEPARTMENT OF LANDS AND FORESTS
LANDS SERVICE ACCOUNTING DIVISION, VICTORIA, B.C.

River Towing Co. Ltd.

1990 Kent St.

Vancouver 15, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 127 D

for $ 50.70 *re* lease covering rental on

Lot 6601, Gp.1, NWD

To December 27, 1961

C.C. to Government Agent: New West'er - File: L. 1937

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per JCM:JC

L.B. 75—0

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

53

OUR LEDGER Dec 1 FOLIO R-10 FILE No. 0206418 DATE NOV 1 0 1960

PLEASE RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT

2958318

River Towing Co.Ltd.,
1990 Kent St., Vancouver 15, B. C.

Please be reminded the lease agreement re ~~Lot 6601, Gp.1, NWD~~

Issued for ~~booming etc.~~

Purposes requires a further rental payment of $ 50.70 Payable on or

Before ~~Dec 27~~ 1960 (Agreement expires in 19~~77~~)

DEPARTMENTAL CONTROLLER

PER JGM

TO REVENUE JAN 9 19

50.70

▶ IF YOU RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT ◀

NO LETTER WILL BE NECESSARY - IT WILL ALSO ASSIST US IN PROVIDING A SPEEDY REPLY

NOTE: IF PAYMENT HAS ALREADY BEEN FORWARDED KINDLY DISREGARD THIS NOTICE.

IF PAYMENT IS NOT NOW POSSIBLE PLEASE ADVISE BY RETURN MAIL.

1ST NOTICE - ADVICE OF LEASE RENTAL. SOON PAYABLE.

L.B. 63 — RETURN THIS COPY WITH YOUR PAYMENT —

RIVER TOWING COMPANY LIMITED

DETACH BEFORE CASHING CHEQUE

DATE	PARTICULARS	AMOUNT
	52	2958318
	Account Rendered	$357.85

DEPT. OF LANDS & FORESTS
Lands Service
JAN 3 1961
VICTORIA, B.C.

00498

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

50

OUR LEDGER Dec: FOLIO R-10 FILE No. 0206418 DATE NOV 15 1959

PLEASE RE[illegible] COPY OF THIS ADVICE WITH YOUR PAYMENT

River Towing Co. Ltd.,
1990 Kent Street,
VANCOUVER 15, B. C.

2899934

Please be reminded the lease agreement re Lot 6601, Gp.1, N.W.D.

Issued for log holding etc.

Purposes requires a further rental payment of $ 50.70 Payable on or

Before Dec:27 195 9 (Agreement expires in 19 77)

YOURS TRULY,
CHIEF ACCOUNTANT

PER JCM

50 DEC 29 1959

To 27 Dec. 1960

▶ IF YOU RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT ◀
NO LETTER WILL BE NECESSARY - IT WILL ALSO ASSIST US IN PROVIDING A SPEEDY REPLY

REVENUE DEC 29

NOTE: IF PAYMENT HAS ALREADY BEEN FORWARDED KINDLY DISREGARD THIS NOTICE.

IF PAYMENT IS NOT NOW POSSIBLE PLEASE ADVISE BY RETURN MAIL.

1ST NOTICE - ADVICE OF LEASE RENTAL, SOON PAYABLE.
— RETURN THIS COPY WITH YOUR PAYMENT —

L.B. 63

49

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206418

DATE Jan. 7/59

DEPARTMENT OF LANDS AND FORESTS
LANDS SERVICE ACCOUNTING DIVISION, VICTORIA, B.C.

River Towing Co. Ltd.

1990 Kent Street

Vancouver 15, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 45113

for $ 50.70 *re* lease covering rental on

Lot 6601, Gp. 1, NWD

To December 27, 1959

C.C. to Government Agent: New West'er - File: L. 1937

Yours truly,

CHIEF ACCOUNTANT,

Per JCM:JH

L.B. 75— 0

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

OUR LEDGER Dec: 48 FOL B-10 FILE No. 0206418 DATE DEC 9 1958

PLEASE RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT

DEPT. OF LANDS & FORESTS Lands Service JAN 5 1959 2845976 Lands Branch VICTORIA, B.C.

River Towing Co.Ltd.,
1990 Kent St.,
Vancouver 15, B. C.

Please be reminded the lease agreement re Lot 6601, Gp.1, N.W.D.

Issued for log holding etc.

Purposes requires a further rental payment of $ 50.70 M Payable on or

Before Dec: 27 1958 (Agreement expires in 19 77)

YOURS TRULY,
CHIEF ACCOUNTANT

PER

To 27 Dec 1959

50.70

IF YOU RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT

NO LETTER WILL BE NECESSARY - IT WILL ALSO ASSIST US IN PROVIDING A SPEEDY REPLY

NOTE: IF PAYMENT HAS ALREADY BEEN FORWARDED KINDLY DISREGARD THIS NOTICE.

IF PAYMENT IS NOT NOW POSSIBLE PLEASE ADVISE BY RETURN MAIL.

1ST NOTICE - ADVICE OF LEASE RENTAL SOON PAYABLE.

— RETURN THIS COPY WITH YOUR PAYMENT —

63

RIVER TOWING COMPANY LIMITED — DETACH BEFORE CASHING CHEQUE

47

DATE	PARTICULARS	AMOUNT
	Taxes Lot 6601 (Weaver Lake Piling)	$50 70
	Lot 756 (Top Eddy)	257 15
		$307 85

00502

46

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206418

DATE 31 Dec. 1957

DE RTMENT OF LANDS AND FORESTS
LANDS SERVICE ACCOUNTING DIVISION, VICTORIA, B.C.

River Towing Company Limited,
63 Duncan Street,
New Westminster, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 095835-P
for $ 50.70 *re* lease covering rental on
Lot 6601, Gp.1, N.W.D.

To 27 December 1958

C.C. to Government Agent: New West'er - File: L.1937

Yours truly,

CHIEF ACCOUNTANT,

Per JCM:WMF

L.B. 75— 0

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

45

OUR LEDGER Dec. FOLIO R-10 FILE No. 0206418 DATE NOV 15 1957

PLEASE RE THE COPY OF THIS ADVICE WITH YOUR PAYMENT

2795782

River Towing Company Limited,
63 Duncan Street,
New Westminster, B.C.

Please be reminded the lease agreement re Lot 6601, Gp.1,
N.W.D. Issued for log holding & booming ground

Purposes requires a further rental payment of $ 50.70 Payable on or

Before 27 December 1957 (Agreement expires in 19 77)

YOURS TRULY,
CHIEF ACCOUNTANT

PER JCM:WMF

1027 Dec 1958

50.70

DEC 31 1957

REVENUE

▶ IF YOU RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT ◀

NO LETTER WILL BE NECESSARY - IT WILL ALSO ASSIST US IN PROVIDING A SPEEDY REPLY

NOTE: IF PAYMENT HAS ALREADY BEEN FORWARDED KINDLY DISREGARD THIS NOTICE.

IF PAYMENT IS NOT NOW POSSIBLE PLEASE ADVISE BY RETURN MAIL

1ST NOTICE - ADVICE OF LEASE RENTAL SOON PAYABLE.

L.B. 63 — RETURN THIS COPY WITH YOUR PAYMENT —

52

LOG STORAGE AND BOOMING GROUNDS
FRASER RIVER - YALE TO PITT RIVER

A P P R A I S A L R E P O R T

DEPT. OF LANDS and [illegible] AUG 22 1961 INSPECTION DIVISION VICTORIA, B.C.

Name of Lessee: **River Towing Company, Limited** Request No.: **20687**
Legal Description: **L. 6601, Grp. 1, N.W.D.** Victoria File No.: **0206418**
Acreage: **5.07 acres.** District File No.: **F.L.6601,1,NWD.**

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes. **No log dumping**	10	10
2. Hazards of the Site		
(a) Wind **No adverse effect.**	5	5
(b) Effect of current or tides (silting or rapid flow) **Heavy current prohibits use for one month at HW. Some silting occurring**	15	6
3. Period Usable		
a) ____ acs.= ____% area usable 12 mths.=84 x ____% = ____		
b) ____ acs.= ____% area usable 11 mths.=77 x ____% = ____		
c) ____ acs.= ____% area usable 10 mths.=70 x ____% = ____		
d) ____ acs.= ____% area usable 9 mths.=63 x ____% = ____		
e) 5.07 acs.= 100 % area usable 8 mths.=56 x 100 % = 56		
f) ____ acs.= ____% area usable 7 mths.=49 x ____% = ____		
g) ____ acs.= ____% area usable 6 mths.=42 x ____% = ____		
h) ____ acs.= ____% area usable 5 mths.=35 x ____% = ____		
(i) ____ acs.= ____% area usable 4 mths.=28 x ____% = ____		
(j) ____ acs.= ____% area usable 3 mths.=21 x ____% = ____		
(k) ____ acs.= ____% area usable 2 mths.=14 x ____% = ____		
(l) ____ acs.= ____% area usable 1 mth. = 7 x ____% = ____		
(m) ____ acres unusable		
5.07 = total acres Total Rating--Period Usable	84	56
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment **45 miles to FOB Pitt River** over 30 miles--deduct 4 points for each additional 10 mile distance	20	16
(b) Value of Lease to the Company 1. Availability of alternate sites **A few available**	10	6
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points **Fairly good** (c) Transit 15 points **storage.**	30	18
3. Amenities and accessibility **Good.**	5	4
(c) Cost of developing and maintaining **Dolphins and piling--average maintenance costs.**	16	8
5. Upland Ownership Allow 5 points if upland owned by Crown **Offshore foreshore lease.** Allow 0 points if upland privately owned or leased	5	5
TOTAL	200	134

Appraised value = $ 323 per acre.

Total value = $ 323 per acre × 5.07 total acreage = $ 1,638

Lease rental at 5% of appraised value is $ 81.90 per annum.

Lease rental per acre per annum is $ 16.15

Remarks: **A fair storage ground only since angle in ground hinders easy use during certain stages of river level. Ground not usable for one month at freshet peak since at this time, current angles across ground and stopping tows here is too difficult. Area not used for 3 months in winter when shallow water at Harrison River rapids above this point prevents log towing downriver. Recommend that this lease be renewed for a further 5 years at a rental of $81.90 per annum.**

Date Inspected **August 15, 1961.**

Land Inspector

60

File No. 02064/18

(1st) FIVE-YEAR REVIEW OF LEASE

Location: Harrison River. N. of Harrison Mills

Lessee: River Towing Co. Ltd.

Area leased: Lot 6601 Gp 1, N.W.D.

Acreage: 5.07

Purpose: Log holding & booming ground purposes

Lease dated: 27/12/56 Term: 21 yrs.

Current annual rental: $50.70 Date of increase: Nil

Paid to: 27/12/61

Royalty:

Material removed: Paid to:

Lease section remarks: Current rental @ $10.00 acre.
Please note report attached.
Rental to be increased to $81 90/100 p.a

Recommendation this review, dated 30 Aug 1961 as hereunder

Increase rental to $81.90 per annum for next 5 year period.

Report please D.F. Nov 6 61

Superintendent of Lands.

Noted Accounts

SEP. 7. '61 by J.L.M.

0

95

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206418

DATE Jan:4,1966

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

River Towing Company Ltd.,
1990 Kent Street
Vancouver 15,B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 4225R

for $ 81.90 *re* lease covering rental on

Lot 6603, Gp.1, N.W.D. to Dec:27,1966

C.C. to Government Agent: New West'r - File: L.1937

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per smb

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

94

LEASE ACCOUNT

OUR LEDGER Dec: FOLIO R-10 FILE No. 0206418 DATE NOV 10 1965 19

IF PAY, ALREADY FORWARDED DISREGARD THIS BILL

River Towing Company Ltd.,
1990 Kent Street,
Vancouver 15,B.C.

DEPT. OF LANDS FORESTS AND WATER RESOURCES
LANDS SERVICE
DEC 8 1965
MAIL ROOM
VICTORIA, B. C.

Please be reminded your lease,Lot 6601, Gp.1, N.W.D.

requires a further rental payment of $ 81.90 due before Dec:27 19 65

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

DEPARTMENTAL COMPTROLLER 1966

PER zmb JAN 3

TO 27-12-66

TO REVENUE JAN 3 1966 81.90

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE.
— RETURN THIS COPY WITH YOUR PAYMENT —

L.B. 63

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206418

DATE Jan 7/1965

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Fraser Towing Company Ltd.,

1990 Kent Street

VANCOUVER 15, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 68475

for $ 81.90 re lease covering rental on

Lot 6601, Gp.1, N.W.D. to December 27, 1965

C.C. to Government Agent: ~~New Westr - File: L.1937~~

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per zmb

L.B. 75—0

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

3239571

12

LEASE ACCOUNT

OUR LEDGER Dec: FOLIO R-10 FILE No. 0206418 DATE NOV 18 1964

IF PAY' ALREADY FORWARDED DISREGARD THIS BILL

River Towing Company Ltd.,
1990 Kent Street
VANCOUVER 15, B. C.

DEPT. OF LANDS FORESTS AND WATER RESOURCES
LANDS SERVICE

DEC 30 1964

MAIL ROOM
VICTORIA, B. C.

Please be reminded your lease, Lot 6601, Gp.1, N.W.D.

requires a further rental payment of $ 81.90 due before Dec:27 19 64

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

DEPARTMENTAL COMPTROLLER

PER zmb

T.O 22-12-65

TO REVENUE JAN 5 1965

81.90

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE.

— RETURN THIS COPY WITH YOUR PAYMENT —

L.B. 65

18

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206418

DATE Jan:7/1963

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

River Towing Company Ltd.,

1990 Kent Street

VANCOUVER 15, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 80035H

for $ 81.90 *re* lease covering rental on

Lot 6601, Sp.l, N.W.D. to Dec:27/1963

C.C. to Government Agent: New West'r - File: L.1937

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per zmb

L.B. 75—0

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206418

DATE Jan:15/1964

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

River Towing Company Limited

1990 Kent Street

VANCOUVER 15, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 31218L

for $81.90 *re* lease covering rental on

Lot 601, Gp.1, N. .D. to Dec:27/1964

C.C. to Government Agent: New West'r - File: L.1937

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per zmb

L.B. 75—0

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

16

LEASE ACCOUNT

OUR LEDGER Dec: FOLIO R-10 FILE No. 0206418 DATE NOV 10 1963

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

River Towing Company Limited
1990 Kent Street
VANCOUVER 15, B. C.

DEPT. OF LANDS FORESTS AND WATER RESOURCES
LANDS SERVICE
JAN 6 1964
MAIL ROOM
VICTORIA, B. C.

3158250

Please be reminded your lease of Lot 6601, Gp.1, N.W.D.

requires a further rental payment of $ 81.90 due before Dec: 27 19 63

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

DEPARTMENTAL COMPTROLLER

PER JAN - 7 1964

T 027-12-64

81 90

1ST NOTICE - ADVICE OF LEASE RENTAL, SOON PAYABLE.

— RETURN THIS COPY WITH YOUR PAYMENT —

L.B. 63

RIVTOW MARINE LTD.

DETACH BEFORE CASHING CHEQUE

DATE	PARTICULARS	AMOUNT
DEC. 27/63	TO ACCOUNT RENDERED 69	$371.75

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE

3158250

JAN 6 1964

MAIL ROOM
VICTORIA, B. C.

©

00514

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

67

LEASE ACCOUNT

OUR LEDGER Dec: FOLIO R-10 FILE No. 0206418 DATE NOV 10 1962

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

River Towing Company Ltd.,
1990 Kent Street
VANCOUVER 15, B. C.

DEPT. OF LANDS FORESTS AND WATER RESOURCES
LANDS SERVICE

JAN 2 1963

MAIL ROOM
VICTORIA, B. C.

3090718

Please be reminded your lease of Lot 6601, Gp.1, N.W.D.

requires a further rental payment of $ 81.90 due before Dec:27 19 62

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

DEPARTMENTAL COMPTROLLER

PER 2 mb

TO REVENUE JAN 2 1963

81.90

1ST NOTICE - ADVICE OF LEASE RENTAL, SOON PAYABLE.

— RETURN THIS COPY WITH YOUR PAYMENT —

L.B. 63

RIVER TOWING COMPANY LIMITED — DETACH BEFORE CASHING CHEQUE

DATE	PARTICULARS	AMOUNT
	66	
	Account rendered	$ 81.90
		239.85
		$321.75

00516

18

LOG STORAGE AND BOOMING GROUNDS
FRASER RIVER - YALE TO PITT RIVER
A P P R A I S A L R E P O R T

cc. Land Com. New West'r. ✓

MAIL ROOM NOV 23 1966

Land Com. : 1937
Request No.: 42158
Victoria File No.: 0206418
District File No.: F.6601,Gp. 1, NWD

15

Name of Lessee: River Towing Company Limited
Legal Description: Lot 6601,Gp.1,NWD. The Weaver Channel Lake Victoria ground.
Acreage: 5.07

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes. **No log dumping.**	10	0
2. Hazards of the Site		
(a) Wind **Negligible effect.**	5	5
(b) Effect of current or tides (silting or rapid flow) **Strong current at high water limits use.**	15	6
3. Period Usable		
(a) _____ acs.= _____% area usable 12 mths.=84 x ____% = ____		
(b) _____ acs.= _____% area usable 11 mths.=77 x ____% = ____		
(c) _____ acs.= _____% area usable 10 mths.=70 x ____% = ____		
(d) 5.07 acs.= 100 % area usable 9 mths.=63 x 100 % = 63		
(e) _____ acs.= _____% area usable 8 mths.=56 x ____% = ____		
(f) _____ acs.= _____% area usable 7 mths.=49 x ____% = ____		
(g) _____ acs.= _____% area usable 6 mths.=42 x ____% = ____		
(h) _____ acs.= _____% area usable 5 mths.=35 x ____% = ____		
(i) _____ acs.= _____% area usable 4 mths.=28 x ____% = ____		
(j) _____ acs.= _____% area usable 3 mths.=21 x ____% = ____		
(k) _____ acs.= _____% area usable 2 mths.=14 x ____% = ____		
(l) _____ acs.= _____% area usable 1 mth. = 7 x ____% = ____		
(m) _____ acres unusable		
5.07 = total acres Total Rating--Period Usable	84	63
4. Economic Conditions		
(a) Proximity to mill or market **45 miles F.O.B. Pitt River** 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance	20	14
(b) Value of Lease to the Company		
1. Availability of alternate sites **Few available and not as good.**	10	8
2. Value of lease to the operation		
(a) Dumping and booming up to 30 points (b) Storage 20 points (c) Transit 15 points	30	15
3. Amenities and accessibility **Good.**	5	4
(c) Cost of developing and maintaining **Dolphins and piling(an offshore lease).**	16	8
5. Upland Ownership Allow 5 points if upland owned by Crown **An offshore lease.** Allow 0 points if upland privately owned or leased	5	5
TOTAL	200	128/2 = 64

Appraised value = $ 291 per acre.

Total value = $ 291 per acre x 5.07 total acreage = $ 1475.37

Lease rental at 5% of appraised value is $ 73.77 per annum.

Lease rental per acre per annum is $ 14.55

Remarks:

Check with Mrs. Johnstone reveals that area could be used 9 mos. but actually only used as an in-transit stop-over storage area (used periodically for short periods).

This is an offshore lease that is open to the full impact of the river at high water.

See attached photos of the area.

There are no logs in the lot.

Date Inspected November 17, 1966.

A. Paulsen
Land Inspector
A. Paulsen

Recommend renewal of this lease at the revised rental of $73.77.

TG 2147

File No. 0206418

(2nd) FIVE-YEAR REVIEW OF LEASE

Location: Harrison River, N. of Harrison Mills

Lessee: River Towing Co Ltd.

Area leased: Lot 6601 Gp 1, NWD

Acreage: 5.07

Purpose: Log holding & Booming

Lease dated: 27/12/36 Term: 21/15.

Current annual rental: $81.90 Date of increase: 27/12/61

Paid to: 27/12/66

Royalty:

Material removed: Paid to:

Lease section remarks: Report 2216.

Report dated 17.11.66 rental $74.00 p.a. (Note reduction) 29.11.66

Recommendation this review, dated 2.12.66 as hereunder

No rental change.

Superintendent of Lands.

Noted Accounts

Dec. 5, 1966 by WDM

4M sets-1265-828 (4)

BRITISH COLUMBIA LANDS SERVICE
DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES

From: Superintendent of Lands, Victoria, B.C.

To: Land Inspector. New Westminster, B. C.

Kindly submit a report on Form Appraisal relevant to details of application listed below.

Name: R[illegible]r Towing Company Limited Address: 1990 Kent Street, Vancouver 15, B. C.

Purpose: Lease Rental Review and Diligent Use Report--log holding and booming ground Acres: 5.07 R.M.: [illegible] (0-0-4) In grazing: --

Legal description and location: Harrison River north of Harrison Mills--Lot 6601, Group 1, New Westminster District

Remarks: 2nd five year review of lease dated December 27, 1956 for a term of 21 years. Current rental is $81.90. Please refer to report dated August 15, 1961 and forward your report prior to November 27, 1966.

L.C. New Westminster L.C. File L 1957	Date req'd May 18, 1966 Date rec'd	Victoria File No.
Request No. 42158	L. D. Fraser *Chief Land Inspector.*	0206418
	Jan. Feb. Mar. Apr. May June July Aug. Sept. Oct. Nov. Dec.	

MEMO	DATE	REFERENCE	AMOUNT	DISCOUNT	BALANCE	PROOF FACTOR
RIVER TOWING	NOV 30 67	00 206418	81.90-			
RIVER TOWING	NOV 30 67	247,672	50.00-			
RIVER TOWING	NOV 30 67	206,977	239.85-		371.75	743.50

RIVTOW MARINE LTD.
1990 KENT ST. VANCOUVER 15, B.C.
TELEPHONE 325-8231

00520

87

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. 0806418

DATE Feb:15,1967

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

River Towing Company Ltd.,
1990 East Street,
Vancouver 15, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 693547
for $ 81.90 *re* lease covering rental on
Lot 6601, Gp.1, N.W.D. to December 27,
1967. Please note, this lease is numbered
2147 and will be referred to by this
number on all future receipts and lease
Accounts instead of by property description

C.C. to Government Agent: New Westr - File:1.1937

Yours truly,

DEPARTMENTAL COMPTROLLER,

mb

Per

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

pg. 81

LEASE ACCOUNT

FEB 10 1967

OUR LEDGER_____ FOLIO_____ FILE No._____ DATE_____ 19____

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Please be reminded your_____

requires a further rental payment of $_____ due before_____ 19____

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

DEPARTMENTAL COMPTROLLER

PER_____

PAPER PATENTED BY B.C.R.

L.B. 63

3rd AND FINAL NOTICE — FAILING PAYMENT WITHIN 30 DAYS, WE MUST CONSIDER CANCELLATION. PLEASE ADVISE. — KEEP THIS STATEMENT FOR YOUR RECORDS —

85

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. 0206418

DATE Jan:16,1968

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WA' RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

River Towing Company Ltd.,
1990 Kent St.,
Vancouver 15, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 53796W
for $ 81.90 *re* lease covering rental
on Lease #2147 to December 27,1968

C.C. to Government Agent: New West'r - File: L.1937

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per [redacted]

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

64

LEASE ACCOUNT

OUR LEDGER 1966 FOLIO FILE NO. DATE NOV 20 1967

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

DEPT. OF LANDS FORESTS AND WATER RESOURCES
LANDS SERVICE

JAN 4 1968

3457200

THE ATTACHED [illegible] HAVE BEEN POSTED IN MAIL ROOM VICTORIA, B. C. NOV 30 1967

VOUCHER No.

Please be reminded your further rental payment of $ due before Dec: 27 19 67

RN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

27-12-68

DEPARTMENTAL COMPTROLLER

PER

RECEIVED JAN 6 1968 TO REVENUE

JAN 4 1968

$1.90

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE.
— RETURN THIS COPY WITH YOUR PAYMENT —

L.B. 61

PAPER PATENTED BY B.C.B.

Bill Shaw - 1969

MEMO	DATE	REFERENCE	AMOUNT	DISCOUNT	BALANCE	PROOF FACTOR
FOLIO R 10	DEC 31 66	.00206418	81.90		81.90	16380

DEPT. OF LANDS, FORESTS AND WATER RESOURCES
LANDS SERVICE
JAN 31 1967
MAIL ROOM
VICTORIA, B. C.

3391281

TO REVENUE FEB 1 1967

RECEIVED
JAN 31 1967
$ 81.90

RIVTOW MARINE LTD.
1990 KENT ST. VANCOUVER 15, B.C.
TELEPHONE 325-8231

92

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206438

DATE Mar:18,1969

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Elyton Marine Ltd.,
1990 Kent St.,
Vancouver 15, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 872662
for $ 31.90 *re* lease covering rental
on Lease #2147 to December 27,1969

C.C. to Government Agent: New West'r - L.1937

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per mb

L.B. 75—0

MEMO	DATE	REFERENCE	AMOUNT	DISCOUNT	BALANCE	PROOF FACTOR
FOLIO #		00 FILE #				
R-10	DEC 23 68	0206418	81.90			
R-8	DEC 23 68	0206977	239.85			
C-20	DEC 23 68	0209667	615.00			
C-12	DEC 23 68	0253882	183.00		1,119.75	2,239.50

DEPT. OF LANDS FORESTS AND WATER RESOURCES
LANDS SERVICE
MAR 13 1969
MAIL ROOM
VICTORIA, B. C.

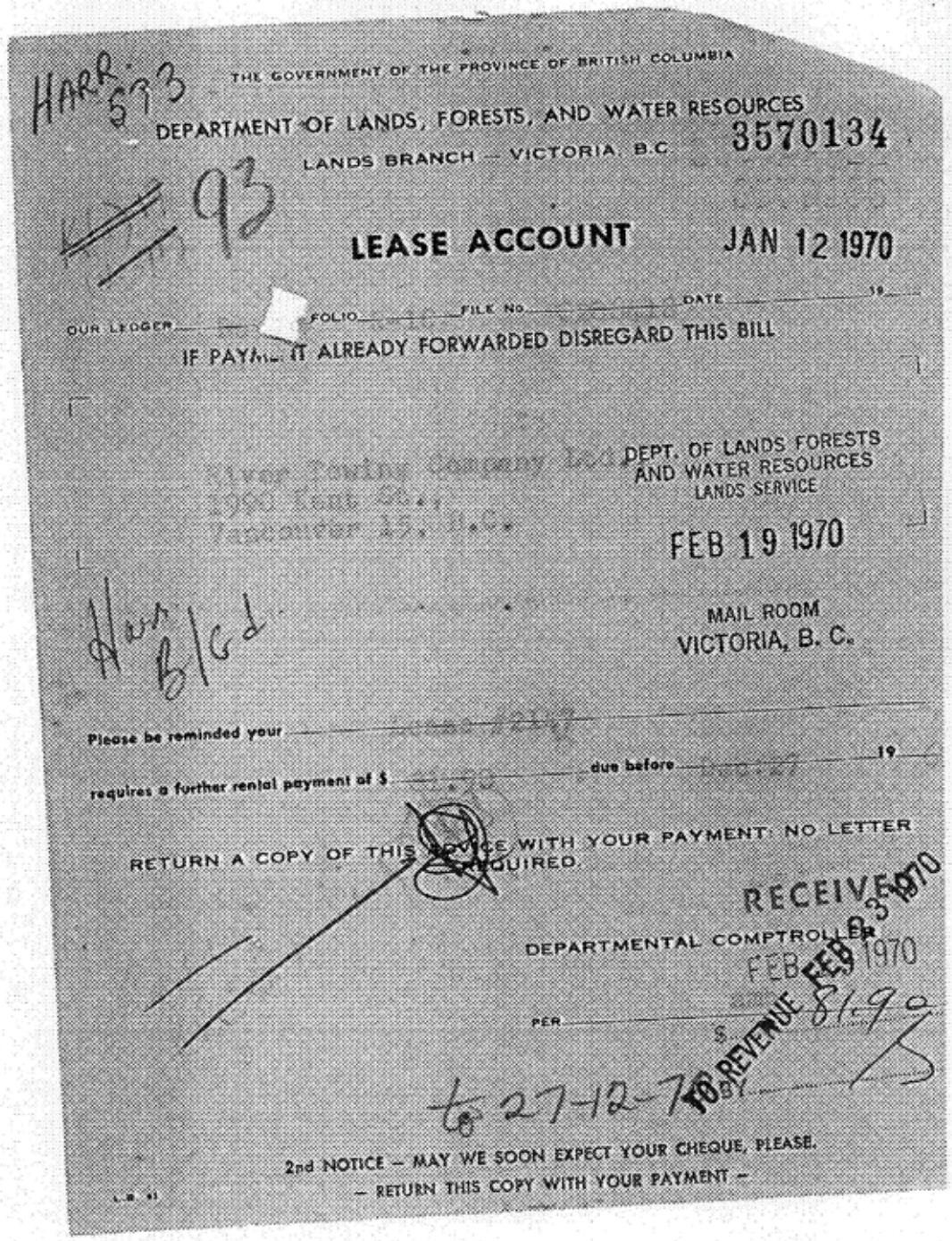
3525038
RECEIVED
MAR 13 1969
81.90
BY
#2147

RIVTOW MARINE LTD.
1990 KENT ST., VANCOUVER 15, B.C.
TELEPHONE 325-8231

to 27-12-69

FORM 37

00527



HARR 593

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES

LANDS BRANCH — VICTORIA, B.C.

3570134

93

LEASE ACCOUNT

JAN 12 1970

OUR LEDGER FOLIO FILE NO. DATE 19

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

River Towing Company Ltd
1060 Kent St.,
Vancouver 15, B.C.

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE

FEB 19 1970

MAIL ROOM
VICTORIA, B. C.

Harr B/Cd

Please be reminded your

requires a further rental payment of $ due before 19

RETURN A COPY OF THIS NOTICE WITH YOUR PAYMENT. NO LETTER REQUIRED.

RECEIVED FEB 23 1970
DEPARTMENTAL COMPTROLLER

FEB 19 1970

PER

$ 81.90

TO REVENUE BY

6 27-12-70

2nd NOTICE — MAY WE SOON EXPECT YOUR CHEQUE, PLEASE.
— RETURN THIS COPY WITH YOUR PAYMENT —

L.B. 41

96

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. 0206418

DATE Feb. 28/71

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

River Towing Co. Ltd.
1990 Kent Street
Vancouver 15, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 254455 D
for $ 81.90 *re* lease covering rental on
Lease 2147 to 27/12/71

C.C. to Government Agent: New West'r L. 1937

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per alr

L.B. 75—0

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA — OF LANDS FORESTS AND WATER RESOURCES
LANDS SERVICE

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES

LANDS BRANCH — VICTORIA, B.C. FEB 15 1971

95

LEASE ACCOUNT

NOV 19 1970
MAIL ROOM
VICTORIA, B. C.

OUR LEDGER [illegible] FOLIO [illegible] FILE No. [illegible] DATE [illegible] 19[illegible]

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

River [illegible]
[illegible]
Vancouver [illegible]

3616738

Please be reminded your lease 72247

requires a further rental payment of $ 21.90 due before Dec 27 19 70

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

MAKE CHEQUE PAYABLE TO "MINISTER OF FINANCE"

DEPARTMENTAL COMPTROLLER

RECEIVED
FEB 17 1971
REVENUE

PER 2nd FEB 15 1971

$ 21.90

to 27-12-71

BY

L.B. 61

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE
— RETURN THIS COPY WITH YOUR PAYMENT —

94

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206418

DATE Feb. 24, 1970

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS, WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

River Towing Company Ltd.
1990 Kent Street
Vancouver 15, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 35185 C
for $ 81.90 *re* lease covering rental on
lease #2147 to December 27, 1970.

C.C. to Government Agent: New West'r - L 1937

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per ni

L.B. 75—0

c.c. Land Com., New West'r L.1937
Prov. Assessor "

DEPT. OF LANDS FORESTS AND WATER RESOURCES LAND SERVICE
DEC 13 1971
MAIL ROOM VICTORIA, B. C.

L 5

LOG STORAGE AND BOOMING GROUNDS
FRASER RIVER - YALE TO PITT RIVER

APPRAISAL REPORT

Name of Lessee: **RIVER TOWING COMPANY LIMITED**
Legal Description: **Lot 6601, Gp. 1, N.W.D.**
Acreage: **5.07 acs.**

Request No.: **69787**
Victoria File No.: **0206418**
District File No.: **F.6601, Gp. 1**

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes. **No log dumping.**	10	0
2. Hazards of the Site		
(a) Wind **Negligible effect.**	5	5
(b) Effect of current or tides (silting or rapid flow) **Strong current at high water limits use.**	15	6
3. Period Usable		
(a) _____ acs.= _____% area usable 12 mths.=84 x ____% = ____		
(b) _____ acs.= _____% area usable 11 mths.=77 x ____% = ____		
(c) _____ acs.= _____% area usable 10 mths.=70 x ____% = ____		
(d) 5.07 acs.= 100 % area usable 9 mths.=63 x 100 % = 63		
(e) _____ acs.= _____% area usable 8 mths.=56 x ____% = ____		
(f) _____ acs.= _____% area usable 7 mths.=49 x ____% = ____		
(g) _____ acs.= _____% area usable 6 mths.=42 x ____% = ____		
(h) _____ acs.= _____% area usable 5 mths.=35 x ____% = ____		
(i) _____ acs.= _____% area usable 4 mths.=28 x ____% = ____		
(j) _____ acs.= _____% area usable 3 mths.=21 x ____% = ____		
(k) _____ acs.= _____% area usable 2 mths.=14 x ____% = ____		
(l) _____ acs.= _____% area usable 1 mth. = 7 x ____% = ____		
(m) _____ acres unusable		
5.07 = total acres Total Rating--Period Usable	84	63
4. Economic Conditions		
(a) Proximity to mill or market **45 mi. FOB Pitt River** 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance	20	14
(b) Value of Lease to the Company 1. Availability of alternate sites **Few available and not so good.**	10	8
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points (c) Transit 15 points	30	15
3. Amenities and accessibility **Good.**	5	4
(c) Cost of developing and maintaining **Dolphins and piling (an offshore lease)**	16	8
5. Upland Ownership Allow 5 points if upland owned by Crown **An offshore lease.** Allow 0 points if upland privately owned or leased	5	5
TOTAL	200	128/2 =64

Appraised value = $ **291** per acre.

Total value = $ **291** per acre × **5.07** total acreage = $ **1,475.37**

Lease rental at 5% of appraised value is $ **73.77** per annum.

Lease rental per acre per annum is $ **14.55**

Remarks: **Mike Dunn of the applicant company was contacted. He re-affirmed that this lot was used only as an intransit stop-over.**

The lot was empty of logs at the time of the examination.
Air photo B.C.7058-116 shows the lot in use (May 10/68)

Recommend renewal of this lease at the same rental of $73.77

Date Inspected **December 2, 1971**
" Reported " 8, "

Land Inspector
L. Sorken

FNR-11-00043

(1)

Lease No. 2147 File No. 0206418

(3RD) FIVE-YEAR REVIEW OF LEASE

Location Harrison River

Lessee River Towing Co Ltd

Area leased lot 6601, Gp 1, NWD

Acreage 5.07

Purpose log holding & booming ground

Lease dated 27/12/56 Term 21 yrs.

Current annual rental $ 81.90 Date of increase nil

Paid to 27/12/71

Royalty

Material removed Paid to

Lease section remarks:

Last report dated 17/11/66 Rental $ 73.77 per annum.

Current report dated 8:12:71 Rental $ 73.77 per annum.

Inspection required: Yes ☑ No ☐ Recommendation Rental be rounded to $91.00 PA for the ensuing 5 YR period 16/12/71 MWS

MWS

Recommendation this review, dated Dec. 16/71 as hereunder

☐ No change in rental.

☐ Amend rental to $ per annum for next -year term.

☑ Round rental for administrative purposes to $ 91.00 per annum.

☐ Institute cancellation proceedings.

for Director of Lands.

Noted Accounts

DEC. 17. 1971 by

LB 64—5M-371-1681

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES

LANDS BRANCH — VICTORIA, B.C.

104

LEASE ACCOUNT

DEC 20 19[illegible]

OUR LEDGER_____ FOLIO_____ FILE No._____ DATE_____ 19____

IF PA[illegible]NT ALREADY FORWARDED DISREGARD THIS BILL

3665834

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE

FEB 22 1972

MAIL ROOM
VICTORIA, B. C.

Bill sent 1971

s reminded your [illegible]

a further rental payment of $[illegible] due before [illegible] 19[illegible]

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

MAKE CHEQUE PAYABLE TO "MINISTER OF FINANCE"

TO DEPARTMENTAL COMPTROLLER

RECEIVED
FEB 22 1972
MAIL ROOM

CREDIT TO
LEASE ACCTS
APPLICATIONS
PER

TO LEASE SUSP. FEB 22 1972

MAR 7 1972

L.S. 13

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE.
— RETURN THIS COPY WITH YOUR PAYMENT —

118

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. 0206418

DATE Jan:15,1976

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Rivtow Marine Ltd.,
2215 Commissioner St.,
Vancouver, B.C. V5L 1A8

Sir:

Enclosed herewith is our Receipt No. 96414P
$1.00 re lease covering rental
on Lease #2147 to Dec:27,1976

C.C. to Government Agent: New West'r - L.1937

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per

zmb

L.B. 75—0
LAC4

Bill 54 of '73-'75

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES

LANDS BRANCH — VICTORIA, B.C.

B04117

N1300

LEASE ACCOUNT

OUR LEDGER Dec: FOLIO R-10 FILE No. 0206418 DATE DEC - 2 1975 19

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

HAVE ATTACHED INVOICES

Rivtow Marine Ltd.,
2215 Commissioner St.,
Vancouver, B.C. V5L 1A8

DEC 75 DATE

0005 BATCH No.

4-1601-505-1760

Ron Johnson

1-1610

Please be reminded your Lease #2147

requires a further rental payment of $ 81.00 due before Dec: 27 19 75

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

DEPT. OF LANDS, FORESTS AND WATER RESOURCES LANDS SERVICE 1976

MAKE CHEQUE PAYABLE TO "MINISTER OF FINANCE"

DEPARTMENTAL CORRESPONDENCE

JAN 6 1976

TO 22-12-76 PER

MAIL ROOM VICTORIA, B. C.

RECEIVED JAN 2mb 1976

81.00

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE
— KEEP THIS STATEMENT FOR YOUR RECORDS —

L.B. 83

116

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 0206418

DATE Dec:12,1974

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Rivtow Mine Ltd.,
2215 Commissioner St.,
Vancouver 6, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 612457-E

for $ 81.00 *re* lease covering rental

on Lease #2147 to Dec:27,1975

C.C. to Government Agent: New West'r - L.1937

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per smb

L.B. 75—0
LAc4

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES

LANDS BRANCH — VICTORIA, B.C.

115

LEASE ACCOUNT

NOV 13 1974

OUR LEDGER [illegible] FOLIO [illegible] FILE No. 0206418 DATE _____ 19____

IF PAYM[illegible] ALREADY FORWARDED DISREGARD THIS BILL

[illegible]ivton Marine Ltd.,
[illegible]2[illegible] Commissioner St.,
[illegible]ancouver [illegible], B.C.

DEPT. OF LANDS FORESTS AND WATER RESOURCES LANDS SERVICE

3800532

DEC 5 1974

MAIL ROOM VICTORIA, B. C.

Please be reminded your Lease #2147

requires a further rental payment of $ 81.00 due before Dec:27 19 74

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

MAKE CHEQUE PAYABLE TO "MINISTER OF FINANCE"

DEPARTMENTAL COMPTROLLER

PER _____

RECEIVED DEC 10 1974 TO REVENUE

DEC 5 1974

$ 81.00

T027-12-75

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE.

L.B. 61 — RETURN THIS COPY WITH YOUR PAYMENT —

114

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. 0206428

DATE Feb. 6, 1974

DEPARTMENT LANDS AND W/

LANDS, FORESTS, AND WATER RESOURCES
RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Rivtow Straits

2215 Commissioner St.,

Vancouver 6, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 267354-B

for $01.00 *re* lease covering rental

on Lease #2147 to December 27, 1974

C.C. to Government Agent: New West'r - L.1937

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per zmb

L.B. 75—0
LAc4

113

File No. 0206418

From RIVTOW STRAITS

3768471

Enclosing herewith $81.00 ℔

Lease 2147

DEPT. OF LANDS FORESTS AND WATER RESOURCES
LANDS SERVICE
JAN 31 1974
MAIL ROOM
VICTORIA, B. C.

311.

#2147
Rental $ 81.00
to 27-12-74

RECEIVED
JAN 31 1974
TO REVENUE FEB 5 1974
$ 81.00

LB 32

OUR FILE No. 0206418

DATE Feb:8,1973

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Rivtow Marine Ltd.,

2215 Commissioner St.,

Vancouver 6,B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 878966-D

for $ 81.00 *re* lease covering rental

on Lease #2147 to Dec:27,1973

C.C. to Government Agent: New West'r - L.1937

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per zmb

L.B. 75—8
L Ac4

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES

LANDS BRANCH — VICTORIA, B.C.

JAN 11 1973

LEASE ACCOUNT

JAN 10 1973

OUR LEDGER Dec/72 FOLIO _____ FILE No. [illegible] DATE _____ 19__

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Myto
215
Vanco

Rec'd	Ext.	Prices	
	Center	Unit	Amount

DEPT. OF LANDS FORESTS AND WATER RESOURCES LANDS BRANCH
FEB 2 1973
MAIL ROOM
VICTORIA, B. C.

B717535

Please be reminded your [illegible] 2147

requires a further rental payment of $ $2.00 due before Dec 27 19 72

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

MAKE CHEQUE PAYABLE TO "MINISTER OF FINANCE"

DEPARTMENTAL COMPTROLLER

PER _____

RECEIVED FEB 7 1973 REVENUE

b 27-12-13 FEB 2 1973 $1.00

BY

L.B. 83

2nd NOTICE — MAY WE SOON EXPECT YOUR CHEQUE, PLEASE.
— RETURN THIS COPY WITH YOUR PAYMENT

120

LOG STORAGE AND BOOMING GROUNDS
Fraser River - Yale to Pitt River

c.c. Land Commissioner
New Westminster 1937

APPRAISAL REPORT

Name of Lessee: Rivtow Marine Ltd.
Legal Description: L. 6601, Gp.1, N.W.D.
Acreage: 5.07

Request No.: 94360
Victoria File No.: 0206418
District File No.: L. 6601 Gp.1 NWD

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes. NO LOG DUMP.	10	0
Hazards of the Site		
(a) Wind NEGLIGIBLE.	5	5
(b) Effect of current or tides (silting or rapid flow) STRONG CURRENTS AT HIGH WATER, LIMITS USE.	15	6
Period Usable		
(a) ___ acres = ___ % area usable 12 mo. = 84 x ___ % = ___		
(b) ___ acres = ___ % area usable 11 mo. = 77 x ___ % = ___		
(c) ___ acres = ___ % area usable 10 mo. = 70 x ___ % = ___		
(d) 5.07 acres = 100 % area usable 9 mo. = 63 x 100 % = 63		
(e) ___ acres = ___ % area usable 8 mo. = 56 x ___ % = ___		
(f) ___ acres = ___ % area usable 7 mo. = 49 x ___ % = ___		
(g) ___ acres = ___ % area usable 6 mo. = 42 x ___ % = ___		
(h) ___ acres = ___ % area usable 5 mo. = 35 x ___ % = ___		
(i) ___ acres = ___ % area usable 4 mo. = 28 x ___ % = ___		
(j) ___ acres = ___ % area usable 3 mo. = 21 x ___ % = ___		
(k) ___ acres = ___ % area usable 2 mo. = 14 x ___ % = ___		
(l) ___ acres = ___ % area usable 1 mo. = 7 x ___ % = ___		
(m) _____ acres unusable		
5.07 = total acres Total Rating - Period Usable	84	63
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance 45 MILES FOB PITT RIVER.	20	14
(b) Value of lease to the company 1. Availability of alternate sites FEW AVAILABLE.	10	8
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points (c) Transit 15 points	30	15
3. Amenities and accessibility GOOD	5	4
(c) Cost of developing and maintaining DOLPHINS & PILINGS.	16	8
5. Upland Ownership		
Allow 5 points if upland owned by Crown AN OFF SHORE LEASE. Allow 0 points if upland privately owned or leased	5	5
TOTAL	200	128

Appraised value = $ 400.00 per acre — 128/200 X 625 = $400/ac

Total value = $ 400.00 per acre x 5.07 total acreage = $ 2028.00

Lease Rental at 8% of appraised value is $ 162.24 per annum

Lease Rental per acre per annum is $ 32.00

Remarks:

THIS LEASE WAS DISCUSSED WITH JOE SCHMIDT (BCFS) AND RON JOHNSTON (RIVTOW MARINE), THE GENERAL CONCENSUS IS THAT DILIGENT USE IS BEING MADE OF THE LEASE AND THAT RIVTOW MARINE STILL REQUIRES IT. IT IS RECOMMENDED THAT THE LEASE BE CONTINUED FOR A PERIOD OF 8 YEARS AT AN ANNUAL RENTAL OF $162.00.

100% line inserted.

Date Inspected OCTOBER 1, 1976

John V. Ranger
Land Inspector

L.B. 211 A

ENR-11-00043

127

Lease No. 2147 File No. 0206418

(4) FIVE-YEAR REVIEW OF LEASE

Location HARRISON RIVER

Lessee RIVTOW MARINE LTD.

Area leased LOT 6601, GP. 1, N.W.D

Acreage 5.07

Purpose LOG HOLDING AND BOOMING GROUND

Lease dated 27-12-56 Term 21yrs.

Current annual rental $81.00 Date of increase 27-12-71
-2 FEB. 1976

Paid to 27-12-76

Royalty

Material removed Paid to

Lease section remarks:

Last report dated Rental $ per annum.

Current report dated Rental $ per annum.

Inspection required: Yes ☑ No ☐ Recommendation Increase to $162.00 p/a for remaining 1yr commencing 27/12/1976 RD 6/1/76

Recommendation this review, dated as hereunder.

☐ No change in rental.

☑ Amend rental to $ 162. per annum for next 1 -year term.

☐ Round rental for administrative purposes to $ per annum.

☐ Institute cancellation proceedings.

for Director of Lands.

6/12/76

Noted Accounts

10 DEC 1976 by

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA 206418

DEPARTMENT OF ENVIRONMENT

ACCOUNTING DIVISION — VICTORIA, B.C., V8V 1X5

P.C.

LEASE ACCOUNT

P.C.

OUR LEDGER Dec. FOLIO R-10 FILE No. 0206418 DATE DEC 15 1976

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Rivtow Marine Ltd.
2235 Commissioner St. NKA
Vancouver, B. C.
V5L 1A8

DEPT. OF ENVIRONMENT
LAND MANAGEMENT

JAN 7 1977

MAIL ROOM
VICTORIA, B.C.

[redacted]

e reminded your Lease #2147

requires a further rental payment of $ 162.00 due before Dec. 27 19 76

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: LETTER REQUIRED.

MAKE CHEQUE PAYABLE TO "MINISTER OF FINANCE"

RECEIVED JAN 12 1977

DEPARTMENTAL CONTROLLER

TO 27-12-77

EXPIRY DATE

PER JAN 31 1977

$

1st NOTICE — ADVICE OF LEASE RENTAL SOON PAYABLE.
— RETURN THIS COPY WITH YOUR PAYMENT —

BY

L.D. 83

Bill Sup. 1977

130

This Indenture, made the 27th

day of December, A.D. 1956, BETWEEN Her Majesty the Queen (hereinafter called the "Lessor," represented herein by her Minister of Lands and Forests for the Province of British Columbia), of the one part, AND

RIVER TOWING COMPANY LIMITED

(hereinafter called the "Lessee," which term when hereinafter used shall include the Lessee and the heirs, executors, administrators, and assigns of the Lessee, and to a Corporation, its successors, and assigns) of the other part.

WITNESSETH that Her Majesty under and by virtue of all powers thereto enabling, doth hereby demise unto the Lessee, ALL that tract or parcel of foreshore, or land covered by water, lying within

New Westminster District

and being described as follows:—

Lot 6601, Group 1,

and more particularly shown on the map or plan hereunto annexed and thereon coloured red, containing in the aggregate 5.07 acres, more or less, with the appurtenances.

TO HOLD the same premises unto the said Lessee for **log holding and booming ground purposes** for the term of **twenty-one** years from the day of the date hereof, determinable, nevertheless, as hereinafter provided.

YIELDING and paying therefor unto Her Majesty, in advance, yearly and every year, the rent of $50.70 per annum for the first five years, and thereafter subject to adjustment by the Lessor for each successive five-year period, and that payable on or before the 27th day of December in each year at the office of the Minister of Lands and Forests at the City of Victoria, and whether demanded or not. And the said Lessee hereby covenants with the said Lessor, her successors and assigns, punctually to pay the said rent at the respective times and in the manner aforesaid. AND also will pay all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged or hereafter to be charged upon the said demised premises or any part thereof, or upon the rent thereof or any part thereof, or upon the said Lessor, her successors, or assigns, in respect thereof. AND to observe all and singular the provisions of the Land Laws for the time being of the said Province, and not to assign or sublet this lease or the privileges and rights hereby conferred, or any

Rental increased to $81.30 per annum for the five year period commencing December 27th, 1961

part thereof respectively, without the written consent of the Minister of Lands and Forests, thereto first had and obtained, the said consent to be subject to such terms and conditions as he may determine: PROVIDED that in case of any dispute or difference arising to any matter or thing connected with this demise, or any matter or thing connected with any provisions herein contained, or the interpretation thereof, the same shall be settled finally, without appeal, by the said Minister of Lands and Forests, or other the person duly authorized by the said Minister of Lands and Forests in that behalf: PROVIDED also that in case of neglect or default of the Lessee to observe, pay, or fulfil any, or any part of any covenant, condition, stipulation, or payment in this Indenture contained or referred to, it shall be lawful for the Lessor *without further notice than a notification in writing mailed by prepaid registered post, by the said Minister of Lands and Forests, addressed to the Lessee at his last-known place of residence, or its Registered Office or chief place of business in the Province, or by a like notice posted up in a conspicuous place on the premises covered by the lease,* absolutely to forfeit all or any portions of the said premises as in such notification shall be specified, and all of the rights and privileges hereby conferred or expressed so to be from time to time in any such notification, and thereupon this demise shall at once (as to the part or parts so specified only) be absolutely void and of none effect as if it had never been made, and that without any actual re-entry on the part of the Lessor, or other proceeding whatever: PROVIDED that in the construction of this lease rent not paid in advance shall be for all purposes deemed to be rent in arrear, and carry with it all the incidents and remedies attaching by law to rent in arrear, and the said rent, and each instalment thereof, shall be deemed overdue if not paid at the time hereinbefore in that behalf appointed, and that without demand: PROVIDED also that any assignment by operation of any law of Bankruptcy or Insolvency or any assignment for the benefit of creditors of the Lessee of the premises and privileges hereby conferred shall of itself be a forfeiture of such premises and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the provisions herein contained: PROVIDED also that this demise is granted to and accepted by the said Lessee on the express condition that the demised premises shall be used only by the Lessee for the sole purpose of **log holding and booming ground**

for logs of the Lessee. PROVIDED also that upon this lease no longer being used by the said Lessee for **log holding and booming ground** purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the said lands and premises shall thereupon cease. PROVIDED also that this lease is issued and accepted subject to cancellation on ninety days' notice at the discretion of the Lessor.

And the Lessee covenants to enter forthwith upon the demised premises and make reasonable and diligent use of the same during the term hereof for the purpose aforesaid.

That the premises hereby demised shall be subject to all rights of free miners under the Mining Laws of this Province for the time being.

PROVIDED also that this lease is subject to the "Navigable Waters Protection Act," being chapter 193 of the Revised Statutes of Canada, 1927," and amendments.

PROVIDED also that upon the expiration of the term of this lease, should the Minister decide to re-lease the lands hereby demised and the Lessee has duly and regularly paid the rent and performed all and every the covenants, provisos, and agreements herein contained, the Lessee shall have a prior right to a lease of the said lands and in the event of the Lessee failing to exercise such right, the Lessor shall be at liberty to lease the said lands to such person or persons and on such terms as She sees fit.

134

LEASE

Dated December 7th, *19* 56

MINISTER OF LANDS
AND FORESTS

TO

River Towing Company Limited

For log holding and booming ground purposes.

Term twenty-one years.

Rental, $ 20.70 per annum.

District of New Westminster

Lot or Section Lot 6603, Group 1,

File No. 0206418

1M-1252-8979

2147

Assigned unto RivTow Marine Ltd., October 15th, 1971

00548

133

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered by the within-named Deputy Minister of Lands in the presence of—

D. M. Rowley

Deputy Minister of Lands.

Signed, sealed, and delivered by the within-named RIVER TOWING COMPANY LIMITED in the presence of—

L. M. MacDonald Dir.

H. Schmidt

L. M. MacDonald. Dir.

Lessee.

Signed, sealed, and delivered by the within-named in the presence of—

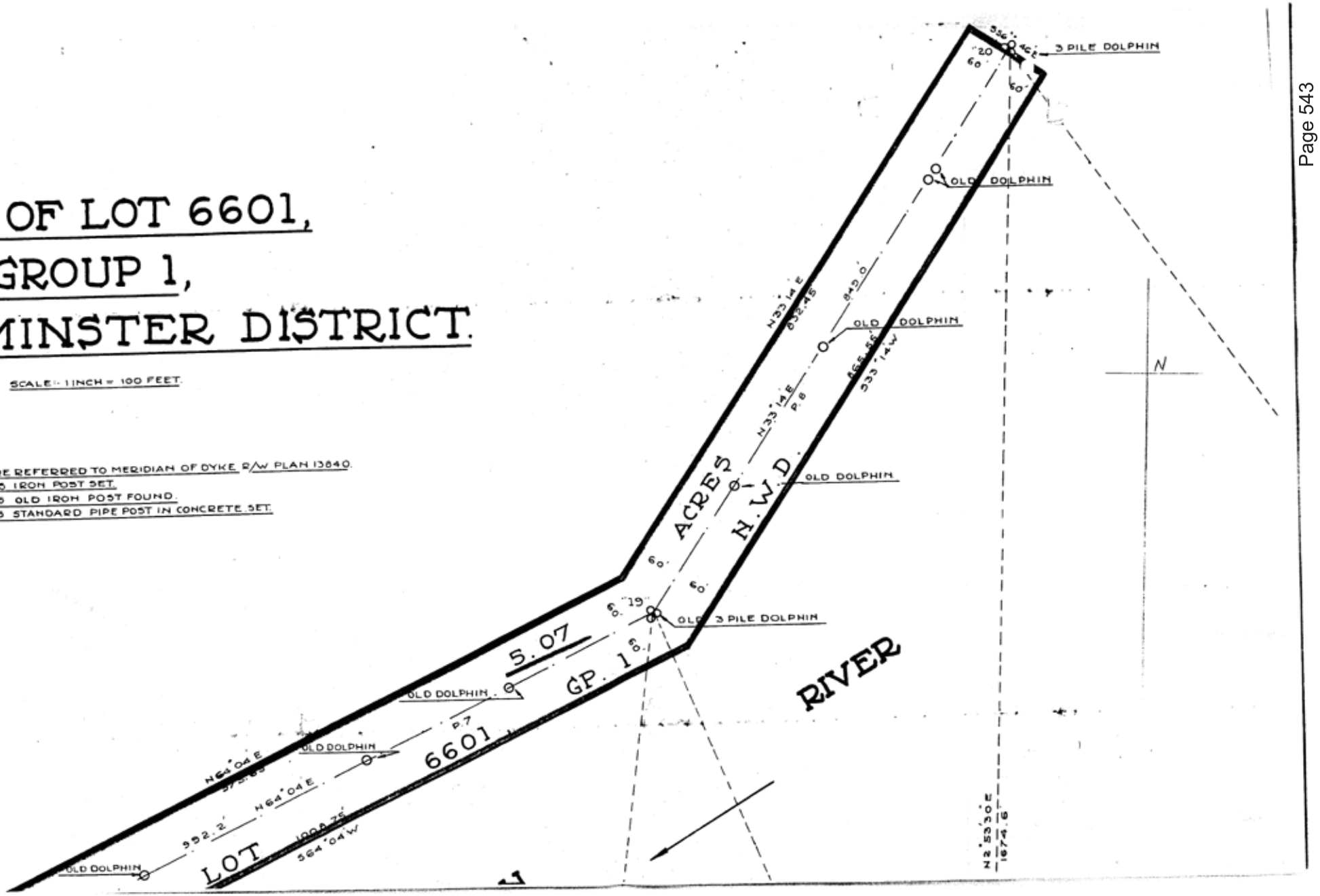
Signed, sealed, and delivered by the within-named in the presence of—

NOTE.—If Lessee is a copartnership, the instrument must be signed and sealed by each member of the partnership. If Lessee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signature of these officials.

N OF LOT 6601,
GROUP 1,
TMINSTER DISTRICT.

SCALE: 1 INCH = 100 FEET.

INGS ARE REFERRED TO MERIDIAN OF DYKE R/W PLAN 13840.
NDICATES IRON POST SET.
NDICATES OLD IRON POST FOUND.
NDICATES STANDARD PIPE POST IN CONCRETE SET.



00550

R. Brunning
0206418
Ph. 387-6921

November 9, 1977

Rivtow Marine Ltd.
2215 Commissioner Street
Vancouver, B. C.
V5L 1A8

Dear Sirs:

With reference to your application to lease Lot 6601, Group 1, New Westminster District

for log holding and booming purposes
I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of five years

to date from December 27, 1977, the expiry date of the former lease. Annual lease rental will commence from this date, and is payable in advance.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Department of Transport, Canada and subject to cancellation on 90 days notice at the discretion of the Lessor.

The proposed lease will contain the following provisos:

Provided, also, that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log holding and booming for logs of the Lessee.

Provided, also, that upon the Crown lands no longer being used by the Lessee for log holding and booming purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease.

Occupational rental will be payable for the use of the premises prior to the issuance of the lease, from [illegible]

The rental has been established at the rate of $162.00 per annum for the first five years and thereafter subject to review and adjustment of rental to the then current rental of the Lessor for each successive [illegible] Upon receipt of the sum of $ 192.00 representing the first years rental and the statutory lease fee of $30.00 which monies are required to be remitted within 30 days from this date, preparation of the proposed lease will be proceeded with.

In the event a reply is not received within the time allowed, the Department will have no alternative but to reconsider and disallow the application for failure on your part to comply with Departmental requirements.

Yours truly,

R.E. Goodchild
for Director of Land Management

RB/cw

cc: Land Commissioner, New Westminster (L1937)
District Land Manager, New Westminster

L.B. 104

PLEASE SEE REVERSE SIDE OF THIS LETTER FOR OTHER CONDITIONS

Provided also that the Lessee agrees to keep the Crown lands in a safe, clean and sanitary condition, to the satisfaction of the Lessor at all times during the tenure of this lease and shall upon termination hereof or upon withdrawal of a portion of the Crown lands, effect the removal of such improvements situated thereon as may be directed to be removed by the Minister in writing; provided, however, that the expiry of this indenture and issuance of a new lease to the Lessee for a further term shall not be considered as a termination hereof.

Provided also that this lease is issued and accepted subject to all lawful by-laws, rules and regulations of every Municipality or other authority which in any manner relate to or affect the Crown lands.

Provided also that the bonds which have been transferred to or deposited with the Lessor as a gurarantee of performance by the Lessee with the terms and conditions of leases issued to the Lessee by the Lessor shall extend to and be considered as a guarantee of performance with the terms and conditions of this lease and the Lessor, may, if necessary, use monies received through the sale of all or a portion of the the deposit hereinbefore mentioned, for the purpose of rectifying any breach of a covenant under this lease or for removal of improvements from or cleaning up of the leasehold upon termination if such acts are not done by the Lessee.

Please note that log storage on the Harrison River may have to be phased out in future pending the outcome of a Federal Fisheries and Forest Service study.

BRITISH COLUMBIA
DEPARTMENT OF ENVIRONMENT

Attention: Lower Coast Division
Telephone No. - 387-6921
File: 0206418
Reference Map: 92H/4e,f

February 7, 1978

Your File: B-04

RivTow Marine Ltd.
2215 Commissioner St.
Vancouver, B. C. V5L 1A8

Dear Sirs:

Enclosed herewith is Lease No. 2147 covering Lot 6601, Group 1, New Westminster District,

issued in the name of RivTow Marine Ltd.
dated December 27, 1977, containing 2.052 / ~~acres~~ hectares and issued
for a period of five years, for log holding and booming purposes,
at the rental of $ 162.00 per annum, duly executed by the Assistant Director of Land Management,. ~~together with a cheque for $ being the fee for the issuance of this lease.~~

Yours truly,

G. H. FIELDING
for Director of Land Management

MW:pb

Encl.

ENTERED in Land Register
Initial

cc: Land Commissioner, New Westminster (L.1937)
District Land Manager, New Westminster
British Columbia Assessment Authority, Victoria (Chilliwack)
District of Kent, Box 70, Agassiz, B. C. V0M 1A0
B. C. Development Corporation, 272 Granville Square, 200 Granville Street, Vancouver, B. C. V6C 1S4
Regional Land Manager, Burnaby

FEB 17 ENTD!

ENTERED FEB 16 1978

COPY

163

BRITISH COLUMBIA
DEPARTMENT OF ENVIRONMENT

Attention: Lower Coast Division
Telephone No. - 387-6921
File: 0206418
Reference Map: 92H/4e,f

February 7, 1978

Your File: B-04

RivTow Marine Ltd.
2215 Commissioner St.
Vancouver, B. C. V5L 1A8

Dear Sirs:

Enclosed herewith is Lease No. 2147 covering Lot 6601, Group 1, New Westminster District,

issued in the name of RivTow Marine Ltd.
dated December 27, 1977, containing 2.052 hectares and issued
for a period of five years, for log holding and booming purposes,
at the rental of $ 162.00 per annum, duly executed by the Assistant Director of Land Management,.

Yours truly,

G. H. FIELDING
for Director of Land Management

MW:pb

ENTERED in Land Register
Initial

Encl.

cc: Land Commissioner, New Westminster (L.1937)
District Land Manager, New Westminster
British Columbia Assessment Authority, Victoria (Chilliwack)
District of Kent, Box 70, Agassiz, B. C. V0M 1A0
B.C. Development Corporation, 272 Granville Square, 200 Granville Street, Vancouver, B. C. V6C 1S4
Regional Land Manager, Burnaby

FEB 17 ENTD

ENTERED FEB 16 1978

COPY

L.B. 34

RIVTOW STRAITS LIMITED
REMITTANCE ADVICE

206418
N1300

INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT
8199	836.00	8201	192.00	TOTAL	1,028.00

Lease of Block A Lot 7211, Sk. 1, NWD
file # 0250156
0250156
↓
+836.00

Lease of Lot 6601, Gr 1, NWD. File # 0206418
↓
$192.00

Copy to D. Preston

MINISTRY OF THE ENVIRONMENT
DEC 1 1977
RECEIVED
MAIL ROOM
DEC 1 1977 VICTORIA, B.C.
DEC 6 1977
1028.00
BY

Blue slip - 1977

Province of
British Columbia

Ministry of
the Environment

Parliament Buildings
Victoria,
British Columbia
V8V 1X5

ACCOUNTING DIVISION

B-04

LEASE ACCOUNT

FILE NO. 0206418 LEASE NO. 2147 DATE 27/12/77 INV. NO. 10865

RIVTOW MARINE LTD
2215 COMMISSIONER ST,
VANCOUVER B.C.

V5L 1A8

PRIOR BALANCE OUTSTANDING:	$	.00
CURRENT ANNUAL RENTAL DUE:	$	162.00
CURRENT BALANCE OWING:	$	162.00

FOLD HERE

PLEASE NOTE:

1ST NOTICE - ADVICE OF BALANCE OWING

IF PAYMENT ALREADY FORWARDED PLEASE DISREGARD THIS NOTICE

MAKE CHEQUE PAYABLE TO "MINISTER OF FINANCE"

AND MAIL WITH STUB BELOW DIRECT TO: **MINISTRY OF THE ENVIRONMENT,
ACCOUNTING DIVISION,
PARLIAMENT BUILDINGS,
VICTORIA, B.C. V8V 1X5**

DETACH HERE AND RETAIN THIS PORTION FOR YOUR RECORDS

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

FILE NO. 0206418 LEASE NO. 2147 DATE 27/12/77 INV. NO. 10865

21 CURRENT BALANCE OWING: $ 162.00

AMOUNT OF REMITTANCE $

DATE

THANK YOU 00556

KEITH

Accession/Box #: 90-785-03 **Date:** JAN 19/2011

FILE 0206418 V2 3

This File Belongs to OFFSITE Filing.

Please RETURN to MILDRED KEHLER

A. S. A. P.

THANKS

Q2.

VOL 3

ING LTD.

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Q206418 V3

This Indenture, made the 27th

day of December, A.D. 1977, BETWEEN Her Majesty the Queen (hereinafter called the "Lessor," represented herein by her Minister of the Environment for the Province of British Columbia, hereinafter called the "Minister"), of the one part, AND

RivTow Marine Ltd.

(hereinafter called the "Lessee"), of the other part.

WITNESSETH that the Lessor, under and by virtue of all powers thereto enabling, doth hereby lease unto the Lessee ALL that tract or parcel of foreshore and (or) land covered by water described as:

Lot 6601, Group 1, New Westminster District,

(hereinafter referred to as the "Crown lands"), and more particularly shown on the map or plan hereunto annexed and thereon outlined in red, containing in the aggregate 2.052 hectares/~~acres~~, more or less, with the appurtenances thereto, save and except all such lands as may, under the provisions and conditions of these presents, be and become hereafter withdrawn from the operation thereof. The Lessor may make a reduction of rent proportionate to any reduction of area made in accordance with the terms of this paragraph.

TO HOLD the Crown lands unto the Lessee for **log holding and booming** – – purposes for the term of **five** years from the date hereof,

determinable, nevertheless, as hereinafter provided.

A notice, signed by the Director of Land Management, of a renewal of the term shall be conclusive evidence of the renewal and shall be deemed to be incorporated in this Indenture.

YIELDING and paying therefor unto the Lessor, in advance, yearly and every year, the rent of **$162.00** per annum ~~for the first five years, and thereafter the rent shall be subject to review and adjustment at the discretion of the Lessor for each successive five year period~~, and that payable on or before the **27th** day of **December** in each year at the office of the Minister at the City of Victoria, whether demanded or not.

A notice, signed by the Director of Land Management, of an adjustment of rental shall be conclusive evidence of the adjustment of the rental and shall be deemed to be incorporated in this Indenture.

AND THE LESSEE HEREBY COVENANTS WITH THE LESSOR, HER SUCCESSORS AND ASSIGNS.

To pay rent at the times and in the manner aforesaid:

To enter forthwith upon the Crown lands and make reasonable and diligent use of the same during the term hereof for the purposes aforesaid only:

To pay all taxes, rates, duties, and assessments whatsoever now charged or hereafter to be charged upon the Crown lands or any part thereof; upon the rent or any part thereof; or upon the Lessor, her successors and assigns, in respect thereof:

To observe all and singular the provisions of the land laws for the time being of the Province:

To not assign or sublet this lease or the privileges and rights hereby conferred, or any part thereof, without the written consent of the Minister, the consent to be subject to such terms and conditions as the Minister may determine:

PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this Indenture, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister or his duly authorized representative:

PROVIDED also that in case of neglect or default of the Lessee to duly and regularly pay the rent and observe any covenant, condition, or stipulation contained or referred to in this Indenture, it shall be lawful for the Lessor, upon notice in writing mailed by prepaid registered post, addressed to the Lessee at his last-known place of residence, or its registered office or chief place of business in the Province, or by a like notice posted in a conspicuous place on the Crown lands, to forfeit absolutely all or any portions of the Crown lands specified in the notice, and all of the rights and privileges hereby conferred shall at once (as to the part or parts so specified only) be absolutely void and of no effect without any actual re-entry on the part of the Lessor, or other proceeding whatever:

PROVIDED also that any notice, demand, notice of cancellation, or default, or other communication otherwise affecting the tenancy hereunder which the Lessor may require or desire to give or serve upon the Lessee, may be legally given and served by the Minister, the Deputy Minister of the Environment, or other officer acting in their behalf if mailed or posted in the manner hereinbefore provided:

PROVIDED also that in the construction of this Indenture rent not paid in advance shall be deemed to be rent in arrears, and carry with it all the incidents and remedies attaching by law to rent in arrears:

PROVIDED also that any assignment by operation of any law of bankruptcy or insolvency or any assignment for the benefit of creditors of the Lessee of the premises and privileges hereby conferred shall of itself be a forfeiture of the premises and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the provisions herein contained:

PROVIDED also that the Crown lands shall be subject to all rights of free miners under the mining laws of the Province for the time being, and to the laws of the Province in force from time to time with respect to the acquisition of minerals, precious and base, including phosphate, coal, petroleum, and any gas or gases:

PROVIDED also that if, upon the expiration of the term hereof, the Minister decides to re-lease the Crown lands, or any portion thereof, and the Lessee has duly and regularly paid the rent and observed all the covenants, conditions, and stipulations herein contained, the Lessee shall have prior right to a lease of the Crown lands, or portion thereof:

PROVIDED also that on the expiration or sooner determination of this Indenture or upon the withdrawal of a portion of the Crown lands, the Lessee may, within thirty days thereafter, with the written consent of the Minister, remove any buildings or other structures which have been placed on the Crown lands by the Lessee:

PROVIDED also, during the term hereof, the Lessee shall not deposit upon the Crown lands, or any part thereof, any earth or other material for the purpose of reclaiming, filling in, or raising the level of any portion of the Crown lands without the consent in writing of the Minister, and then only in accordance with such terms, conditions, and regulations as the Minister may make:

PROVIDED also that upon the expiration or sooner determination of this Indenture, the Lessee, if required by the Minister, shall, at the Lessee's expense and to the satisfaction of the Minister, forthwith remove or cause to be removed from the Crown lands any structures or other materials which have been erected, placed, or otherwise deposited thereon by the Lessee during the term hereof:

PROVIDED also that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of

log holding and booming for logs of the Lessee

PROVIDED also that upon the Crown lands no longer being used by the Lessee for

log holding and booming purposes as aforesaid,

the same shall forthwith *ipso facto* determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease:

PROVIDED also that if this Indenture has been secured by misrepresentation as to any material facts, it may be summarily cancelled by the Lessor in the manner hereinbefore provided:

PROVIDED also that, notwithstanding the rights and privileges of the Lessee herein contained, the Lessor reserves the right to grant rights-of-way across, through, under, or over any portions of the Crown lands for any purpose whatsoever on the condition, however, that the rights-of-way so granted shall not unreasonably interfere with the rights granted by this

Indenture or with the Lessee's improvements on the Crown lands, and in the event that the Lessee's rights and improvements are interfered with, compensation shall be set at the sole discretion of the Minister, and his decision as to compensation shall be final:

PROVIDED also that this Indenture is issued and accepted subject to cancellation on [illegible]ty days' notice at the discretion of the Lessor.

PROVIDED also that this Indenture is subject to the *Navigable Waters Protection Act*, being chapter N-19, *Revised Statutes of Canada, 1970*, and amendments.

INITIALS LESSEE WITNESS

PROVIDED also that the Lessee agrees to keep the Crown lands in a safe, clean and sanitary condition to the satisfaction of the Lessor at all times during the tenure of this lease, and shall upon termination hereof or upon withdrawal of a portion of the Crown lands effect the removal of such improvements situated thereon as may be directed to be removed by the Minister in writing; provided, however, that the expiry of this indenture and issuance of a new lease to the Lessee for a further term shall not be considered as a termination hereof.

INITIALS LESSEE WITNESS

PROVIDED also that this lease is issued and accepted subject to all lawful by-laws, rules and regulations of every Municipality or other authority which in any manner relate to or affect the Crown lands.

INITIALS LESSEE WITNESS

PROVIDED also that the bonds which have been transferred to or deposited with the Lessor as a guarantee of performance by the Lessee with the terms and conditions of leases issued to the Lessee by the Lessor shall extend to and be considered as a guarantee of performance with the terms and conditions of this lease and the Lessor may, if necessary, use monies received through the sale of all or a portion of the deposit hereinbefore mentioned, for the purpose of rectifying any breach of a covenant under this lease or for removal of improvements from or cleaning up of the leasehold upon termination if such acts are not done by the Lessee.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors, and assigns of the parties hereto and each of them (where the context or the parties so require).

IN WITNESS WHEREOF, the Director of Land Management and the Lessee have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered in the presence of—

Adrienne E. Fawthrope
Witness to the signature of the Director of Land Management

FOR *Director of Land Management*

Witness to Lessee's signature

Lessee

Witness to Lessee's signature

~~*Lessee*~~

NOTE—If Lessee is a copartnership, the instrument must be signed and sealed by each member of the partnership. If Lessee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signature of these officials.

LEASE
No. 2147

Date December 27, 1977

MINISTER OF THE ENVIRONMENT

TO

RivTow Marine Ltd.

For log holding and booming

purposes.

Term five years.

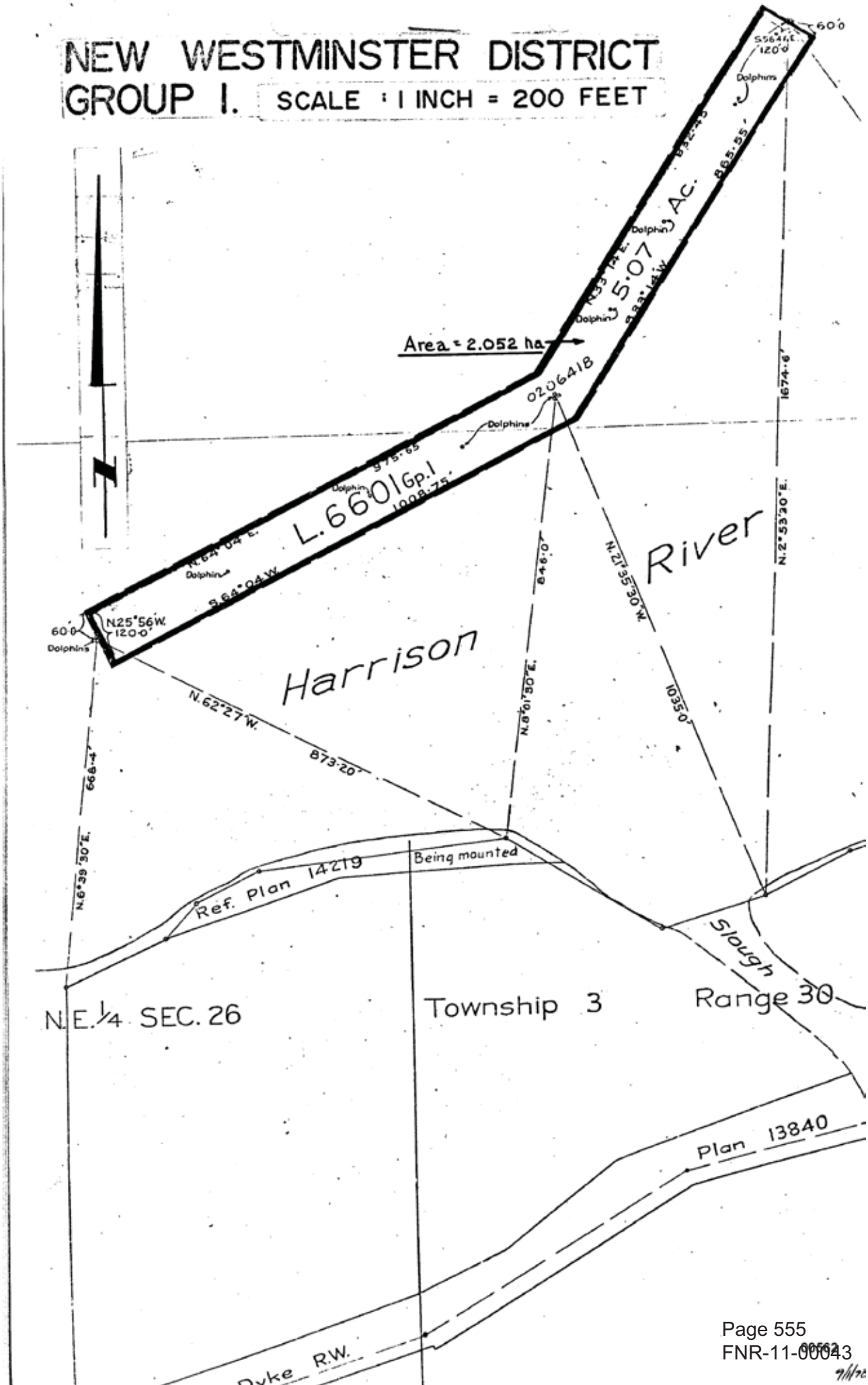
Rental, $ 162.00 per annum.

File No. 0206418

BOOMING

L.B. 2—1M-1177-4237

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NEW WESTMINSTER DISTRICT
GROUP 1. SCALE : 1 INCH = 200 FEET
Area = 2.052 ha
5.07 Ac.
L.6601 Gp.1
0206418
Dolphins
Harrison River
N.62°27'W.
873·20'
N.6°39'30"E.
668·4'
N.8°01'30"E.
846·0'
N.21°35'30"W.
1035·0'
N.2°53'20"E.
1674·6'
Ref. Plan 14219
Being mounted
Slough
N.E.¼ SEC. 26
Township 3
Range 30
Plan 13840
Dyke R.W.

Province of
British Columbia

Ministry of
the Environment

Parliament Buildings
Victoria,
British Columbia
V8V 1X5

ACCOUNTING DIVISION

B-04

LEASE ACCOUNT

FILE NO. [illegible] LEASE NO. 2147 DATE 27/12/77 INV. NO. 10865

[illegible]
2215 [illegible] ST,
VANCOUVER B.C.

V6H 1A9

PRIOR BALANCE OUTSTANDING:	$	.00
CURRENT ANNUAL RENTAL DUE:	$	162.00
CURRENT BALANCE OWING:	$	162.00

PLEASE NOTE:

1ST NOTICE - ADVICE OF BALANCE OWING

IF PAYMENT ALREADY FORWARDED PLEASE DISREGARD THIS NOTICE

MAKE CHEQUE PAYABLE TO "MINISTER OF FINANCE"

AND MAIL WITH STUB BELOW DIRECT TO: **MINISTRY OF THE ENVIRONMENT,
ACCOUNTING DIVISION,
PARLIAMENT BUILDINGS,
VICTORIA, B.C. V8V 1X5**

DETACH HERE AND RETAIN THIS PORTION FOR YOUR RECORDS

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

FILE NO. [illegible] LEASE NO. 2147 DATE 27/12/77 INV. NO. 10865

21 CURRENT BALANCE OWING: 162.00

AMOUNT OF REMITTANCE $ [ ]

DATE [ ]

THANK YOU

00563

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

FILE NO. 0206418 LEASE NO. 2147 DATE 27/12/80 INV. NO. 200975

1396 21 NAME: RIVTOW MARINE LTD

CURRENT BALANCE OWING: $ 162.00

RECEIVED REMITTANCE $ 162 00

REGIONAL OFFICE USE ONLY

LANDS PARKS & HOUSING
210 - 4240 MANOR ST.
BURNABY B.C.
V5G 1B2

78209

DEC 15 1980
COMP. ENTD DEC 16 1980
BY

20000693

ORIGINAL

Province British Columbia

Ministry of the Environment

ACCOUNTING DIVISION

Parliament Buildings Victoria, British Columbia V8V 1X5

Receipt No. 38562 LMD-21

LANDS AND HOUSING REGIONAL OPERATIONS DIVISION

FEB 8 1980

4240 MANOR STREET
BURNABY, B.C. V5G 1B2

RIVTOW MARINE LTD
BOX 8960,
VANCOUVER B.C.

V6B 4E2

Please refer to File No. 206418

Dear Sir or Madam:

FOLD HERE

This will acknowledge your letter received on

5/ 2/80 containing a remittance of $ 162.00

Yours very truly,

for Departmental Comptroller

FOLD HERE

206418

NOTICE!!!

RivTow's Head Office and Accounting Personnel
HAVE MOVED TO

2724 S.E. MARINE DRIVE
VANCOUVER, B.C. V5S 2H1

Our New Telephone Number until February 15, 1979
will be 435-1431

AFTER FEBRUARY 15, 1979

430-4414

EFFECTIVE IMMEDIATELY
Our New Mailing Address is:
P.O. BOX 8960, VANCOUVER, B.C.
CANADA V6B 4E2

DISPATCH DEPARTMENTS
Location and Phone Number
Will Remain as Before
255-1133

Province
British Columbia

Ministry of
the Environment

ACCOUNTING DIVISION

Parliament Buildings
Victoria,
British Columbia
V8V 1X5

Receipt No. 28482 LMD-21

RIVTOW MARINE LTD
2215 COMMISSIONER ST,
VANCOUVER B.C.

V5L 1A8

Please refer to File No. 206418

Dear Sir or Madam:

FOLD HERE

This will acknowledge your letter received on

26/ 1/79 containing a remittance of $ 162.00

Yours very truly,

FOLD HERE

- 109

File: 0206418

GENERAL LEASE - NO ADDITIONAL RENT

THIS LEASE executed in triplicate and dated for reference the [to be determined]. 27th day of Dec, 1982.

IN PURSUANCE OF THE LAND ACT.

B E T W E E N :

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

(hereinafter called the "Lessor")

OF THE FIRST PART

A N D

RIVTOW STRAITS LIMITED (Inc. No. 133778), a Company organized under the laws of British Columbia and having an office or other place of business at 2724 South East Marine Drive, Vancouver, British Columbia

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSES that in consideration of the rents reserved and the covenants and agreements set forth below, the parties agree as follows:

ARTICLE I GRANT OF LEASE

(1.01) The Lessor demises and leases to the Lessee that parcel of land consisting of River bed described as

Lot 6601, Group 1,
New Westminster District

and being more particularly shown outlined in red on the plan annexed hereto as Schedule "A" (herein called the "Land"); RESERVING, nevertheless to the Lessor, his successors and assigns, the full, free and uninterrupted right, for himself, his servants and agents and the public to pass and repass over the Land by vessel or otherwise. opt 8

ARTICLE II TERM

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of 10 years commencing on the 27th day of December, 1982 (herein called the "Commencement Date").

ARTICLE III RENT

(3.01) YIELDING AND PAYING THEREFOR

(a) during the first five years of the term an annual rental of $325 payable in advance, beginning on the Commencement Date, and thereafter on each successive anniversary of that date,

SAMPLE
Province of British Columbia

(b) during each successive five year period of the term thereafter (herein called a "Lease Period") an annual rental determined by the Lessor under this Article, payable in advance, beginning on the date of commencement of each Lease Period and thereafter on each successive anniversary of that date.

(3.02) The Lessor may, by notice in writing to the Lessee not less than 15 days before the commencement of any Lease Period, increase the amount of annual rental payable during that Lease Period and the annual rental specified in the notice shall constitute conclusive evidence of the annual rental payable during the Lease Period in respect of which the notice is given.

(3.03) If the Lessor does not give notice to the Lessee under section 3.02 in respect of any Lease Period, the annual rental payable during that Lease Period shall be equal to the annual rental payable during the immediately preceding Lease Period, or in the case of the first Lease Period, the immediately preceding five years of the term.

ARTICLE IV COVENANTS OF THE LESSEE

(4.01) The Lessee covenants with the Lessor

(a) to pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all taxes, rates, levies, duties, charges and assessments now or hereafter assessed, levied or charged by any competent governmental authority upon the Land or any improvements thereon (herein called "Realty Taxes") and if the Lessee defaults in the payment of any such sums, the Lessor may pay and discharge the same and the amounts so paid shall be added to the rent herein reserved and will be due and payable to the Lessor immediately;

(c) to pay and satisfy all payments when due under any Leasehold Mortgage (as hereinafter defined);

(d) to pay and discharge when due all charges for electricity, gas, water, and other utilities supplied to the Land;

(e) to observe, abide by and comply with all laws, by-laws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation, PROVIDED that if the Lessee contests the validity or applicability of such laws, by-laws, orders, directions, ordinances or regulations, he shall indemnify and save harmless the Lessor from all loss, damage, cost and expense suffered by the Lessor by reason of the Lessee contesting their validity and shall furnish the Lessor with such security as may be required by the Lessor;

Province of British Columbia

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(f) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor, to remove any improvements and make safe, clean and sanitary any portion of the Land or any improvement that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(g) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land, and for the purpose of this covenant, the permitted use of the land in compliance with this lease shall be deemed not to constitute a nuisance or annoyance;

(h) not to use the Land for any purpose other than for the purpose of storing and booming logs;

(i) to pay interest to the Lessor on rent in arrears at the rate of interest prescribed from time to time under the Land Act in respect of money payable under a lease that is not paid on the due date;

(j) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than $1,000,000;

(k) to pay all premiums and monies necessary to maintain all policies of insurance required to be maintained by the Lessee herein as the same become due, provided that if the Lessee defaults in the payment of any of the premiums or sums of money, the Lessor may (but will be under no obligation to) pay the same and the amounts so paid will be added to the rent herein reserved and will be payable to the Lessor immediately;

(l) to deliver to the Lessor from time to time, upon demand, copies of all current policies of insurance required to be maintained by the Lessee hereunder;

(m) to deliver to the Lessor from time to time, upon demand, receipts or other evidence of payment of Realty Taxes, insurance premiums, Leasehold Mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(n) not to keep, store or leave upon the Land during the term any refuse or rubbish of any kind;

Province of British Columbia

(o) to indemnify and save the Lessor harmless against all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's occupation of the Land,

and the Lessor may add the amount of such loss, damage, costs and liabilities to the rent herein reserved and the amount so added shall be payable to the Lessor within 10 days;

(p) to pay all accounts and expenses as they become due for labour performed on, or material supplied to, the Land, save and except for monies that the Lessee is required to retain or hold back under the Builders Lien Act, and with respect to the amounts so retained or held back to pay and deal with the same in compliance with that Act or legislation and to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, pursuant to the Builders Lien Act or other legislation of like effect in force from time to time, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land, and to permit the Lessor to enter on the Land for the purpose of placing such notices; delete

(q) on the expiration or earlier termination of the term

(i) to remove all improvements placed or constructed on the Land during the term,

(ii) to restore the surface of the Land to its original condition, and

(iii) to peaceably quit, surrender, yield up and deliver the Land to the Lessor in a safe, clean and sanitary condition,

and all right, interest and estate of the Lessee in the Land shall cease and vest in the Lessor;

(r) to permit the Lessor, his servants and agents, at all times to enter on and inspect the Land and any improvements thereon;

(s) to comply with all laws, regulations and orders of the Federal Government of Canada, or any of its agencies or commissions, or any international joint commissions of which it or any of its agencies is a member, respecting salmon and fishlife resources in the ~~Fraser~~ Harrison River system;

Province of British Columbia

(t) not to dredge on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the written consent of the Lessor, and then only in accordance with the terms and conditions specified in the consent by the Lessor;

(u) not to use the Land or carry on or permit any activity on the land or on the surface of the water covering the Land that contravenes any provision of the Navigable Waters Protection Act (Canada) or any other enactment, order, regulation or law of the Federal Government of Canada respecting navigable waters, shipping or marine life resources;

ARTICLE V ASSIGNMENT

(5.01) The Lessee shall not assign, sublet or transfer this lease without the prior written consent of the Lessor.

ARTICLE VI COVENANTS OF THE LESSOR

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

ARTICLE VII PROVISOS

(7.01) PROVIDED always and it is hereby agreed as fol

(a) if after the termination by the passag of this lease or any extension thereof the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

(b) if, during the continuance of this lease, the improvements or any part of them now or hereafter constructed on the Land are destroyed by fire, lightning, tempest, impact of aircraft, acts of God or the Queen's enemies, riots, insurrections or explosion

(i) the rental herein paid or reserved shall not abate or be forgiven, and

(ii) if the improvements so destroyed have not been rebuilt or reinstated at the expiration or earlier termination of the term, the Lessee shall remove the same and restore the surface of the Land so far as possible to its original condition;

(c) title to any ownership of all buildings, structures, and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

Province of British Columbia

(d) the Lessor is under no obligation to provide access to the Land or to maintain or improve existing access roads;

(e) that this lease and all the terms and conditions of it may be inspected by the public at such times and at such places as the Lessor may determine;

(f) notwithstanding subsection (j) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (j) of section 4.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change;

(g) if the Lessee, on the expiration or earlier termination of the term, fails to remove all improvements that were placed on the Land during the term, or to restore the surface of the Land to its original condition, the Lessor may remove the improvements and restore the Land and the Lessee shall compensate the Lessor for all expenses incurred by him for such removal and restoration forthwith on demand.

(7.02) If a dispute arises as to whether or not an improvement on the Land has been destroyed by fire or other causes, the dispute shall be referred to arbitration.

ARTICLE VIII EVENTS OF DEFAULT

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of rent, or the payment of any other sum payable hereunder, and such default shall continue for 30 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, provisions, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of rent or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

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(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; or

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this Lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of rent or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

(8.02) The remedies of the Lessor in this Article are in addition to the remedies available to the Lessor under the Land Act, and an exercise of the Lessor's remedies under this Article shall not limit or restrict the right of the Lessor to exercise a remedy available to him under that Act.

ARTICLE IX RENEWAL

(9.01) If, on the expiration of the term, the Lessor elects to grant a further lease of the Land, the Lessor shall, by notice in writing, offer the further lease to the Lessee at the rent and on the terms and conditions specified in the notice.

(9.02) The Lessee shall have a period of 60 days from the date of receipt of the notice referred to in section 9.01 to accept a further lease of the Land by endorsing his acceptance on the notice and delivering it to the Lessor within the time limited in this section. If the Lessee elects not to accept the further lease of the Land within the time limited in this section, the Lessor shall be at liberty to grant a lease of the Land to any other person at the rent and on the terms specified in the notice.

(9.03) If the Lessee declines to accept a further lease of the Land under this Article, the Lessor shall not, for a period of two years after the date of the notice referred to in section 9.01 offer a lease of the Land to any person at a rent or on terms more favourable than those specified in the notice without first offering a further lease of the Land to the Lessee at that rent and on those terms.

Province of British Columbia

ARTICLE X — SECURITY

(10.01) The security in the sum of $1,000 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed.

(10.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(10.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier termination of this lease.

(10.04) Notwithstanding section 10.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of security required by the Lessor.

(10.05) The Lessee shall, within 60 days of receiving the notice referred to in section 10.04, cause the amount of Security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

ARTICLE XI — EXPROPRIATION

(11.01) If the whole or any part of the Land, or any fixtures or improvements on the Land are expropriated during the term of this lease,

(a) the expropriation shall not constitute a breach of the Lessor's covenant for quiet enjoyment,

(b) the rental shall not abate,

(c) the Lessee shall only be entitled to exercise those rights or remedies that are available to him under the statute that authorized the expropriation.

(11.02) If

(a) the whole of the Land is expropriated, this lease shall terminate on the date the expropriation is effective,

(b) a part of the Land is expropriated, this lease shall continue in effect respecting that part of the Land that is not expropriated.

Province of British Columbia

ARTICLE XII ARBITRATION

(12.01) Any dispute required to be determined by arbitration in accordance with the provisions of this lease shall be determined under the Arbitration Act by reference to a single arbitrator. The cost of any arbitration shall be borne equally by the parties.

ARTICLE XIII MORTGAGE OF LEASE

(13.01) The Lessee shall have the right from time to time to mortgage this lease and the leasehold interest of the Lessee created by it, and any improvements on the Land (herein called the "Leasehold Mortgage"). In the event of any breach or default of any of the covenants, terms and conditions of this lease by the Lessee, the first leasehold mortgagee shall be entitled, in order to avoid a forfeiture of the lease, to make any payments and do and perform all acts or things that may be necessary or required to prevent a forfeiture.

(13.02) The Lessee shall give notice to the Lessor of any Leasehold Mortgage of this lease and the Lessee's leasehold interest herein together with a copy of the instrument creating it within 30 days after it is granted.

(13.03) If by reason of the default of the Lessee this lease is terminated before the expiration of the term, the Lessor shall enter into a new lease of the Land with the first leasehold mortgagee for the period that but for such termination would have been the remainder of the term, the new lease to become effective immediately on the termination of this Lease, at the rent and on all of the terms, provisions, covenants and agreements contained in this Lease, subject to the rights of any person then in possession of the Land so long as

(a) the first leasehold mortgagee has made a written request to the Lessor for a new lease within 30 days of its termination and the request is accompanied by payment to the Lessor of all sums of money then due to the Lessor hereunder including reasonable legal fees and expenses in connection with the foregoing and with the preparation of the new lease;

(b) at the time of execution and delivery of the new lease, the first leasehold mortgagee pays to the Lessor all sums that would at the time of execution and delivery of the new lease be due under this lease but for such termination and agrees to diligently cure or remedy any default of the Lessee under this lease, the curing or remedying of which requires the leasehold mortgagee to be in possession of the Land.

(13.04) So long as the Lessor has received written notice of a Leasehold Mortgage under section 13.02, the Lessor will give 30 days notice to the first leasehold mortgagee at his address specified in the notice, of the Lessor's intention to terminate this lease and of the nature of the Lessee's default hereunder.

Province of British Columbia

(13.05) Under any new lease delivered to the first leasehold mortgagee, the Lessor shall not warrant possession, but shall lease only that estate in the Land as the Lessor shall then have, subject only to those matters to which this lease is subject and to those matters suffered, created or permitted to be suffered or created by the Lessee under the terminated lease.

(13.06) The failure of the first leasehold mortgagee to execute and deliver to the Lessor the new lease within 30 days after it is tendered by the Lessor or to comply with any other provisions of this Article shall conclusively be deemed an abandonment and waiver on the part of the first leasehold mortgagee of all rights to obtain the new lease and of any and all rights against the Lessor.

(13.07) The Lessor hereby represents that the first leasehold mortgagee shall be entitled to rely on the provisions of this Article and to enforce them against the Lessor subject to the provisions of this lease.

(13.08) The making of a Leasehold Mortgage shall not constitute an assignment, sublease or transfer of this lease that requires

(a) the consent of the Lessor, or

(b) the leasehold mortgagee to observe and perform the Lessee's covenants unless the leasehold mortgagee enters into possession of the Land in the exercise of his rights to foreclose the Leasehold Mortgage.

ARTICLE XIV NOTICE

(14.01) Any written notice to be served upon or given to either the Lessor or the Lessee pursuant to this lease shall be sufficiently served and given if delivered or mailed, prepaid and registered, in the case of the Lessor, addressed to him at the Parliament Buildings, Victoria, British Columbia, to the attention of the Minister of Lands, Parks and Housing, or such other member of the Executive Council of the Government of British Columbia who may be charged with the administration of the Land Act at the date of the notice and in the case of the Lessee, addressed to him at

P.O. Box 8960
Vancouver, British Columbia
V6B 4E2

and if the notice is mailed the date of receipt shall be deemed to be 96 hours after the hour of mailing.

(14.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(14.03) Notwithstanding section 14.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same on a conspicuous place on the Land.

Province of British Columbia

ARTICLE XV MISCELLANEOUS

(15.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. The waiver by the Lessor of any breach by the Lessee of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(15.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(15.03) The Lessor hereby reserves the right to grant other dispositions of the Land by way of easement, statutory right-of-way, or right to flood, whether or not the interest granted has a dominant tenement, to

(a) a Crown Corporation or agency, or

(b) a municipality, regional district, improvement district, water users community, public utility, a pulp or timber, mining, railway or smelting corporation, or a corporation authorized to transport oil or gas, or both oil and gas, or solids, as defined in the Pipeline Act, or

(c) any other person designated by that member of the Executive Council of the Province of British Columbia charged with the administration of the Land Act,

for any purpose necessary for the operation and maintenance of the grantee's undertaking and the Lessee agrees that a grant made under this paragraph shall not constitute a breach of the Lessor's covenant for quiet enjoyment, and the Lessee hereby consents to any such grant and will forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease to any such grant.

(15.04) Any interference with the rights of the Lessee under this lease by virtue of the operation of the Mineral Act, Petroleum and Natural Gas Act, Coal Act or Water Act or any certificate, lease, permit, or license issued under those Acts shall not constitute a breach of the Lessor's covenant of quiet enjoyment.

Province of British Columbia

(.05) This lease and the term herein granted is subject to

(a) all subsisting grants to, or rights of, any person made or acquired under the Mineral Act, Petroleum and Natural Gas Act, Coal Act or Water Act, whether or not the Lessee has actual notice of them,

(b) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the Land Act.

(15.06) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(15.07) Time is of the essence in this agreement.

ARTICLE XVI INTERPRETATION

(16.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(16.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions hereof.

(16.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the Land Transfer Form Act, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

(16.04) This lease shall be interpreted according to the laws of the Province of British Columbia.

(16.05) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(16.06) If any section of this lease 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.

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

SIGNED, SEALED AND DELIVERED on behalf of Her Majesty The Queen in Right of The Province of British Columbia by the Minister of Lands, Parks and Housing, or his duly authorized representative, in the presence of:

_____
Regional Director

_____

_____

_____

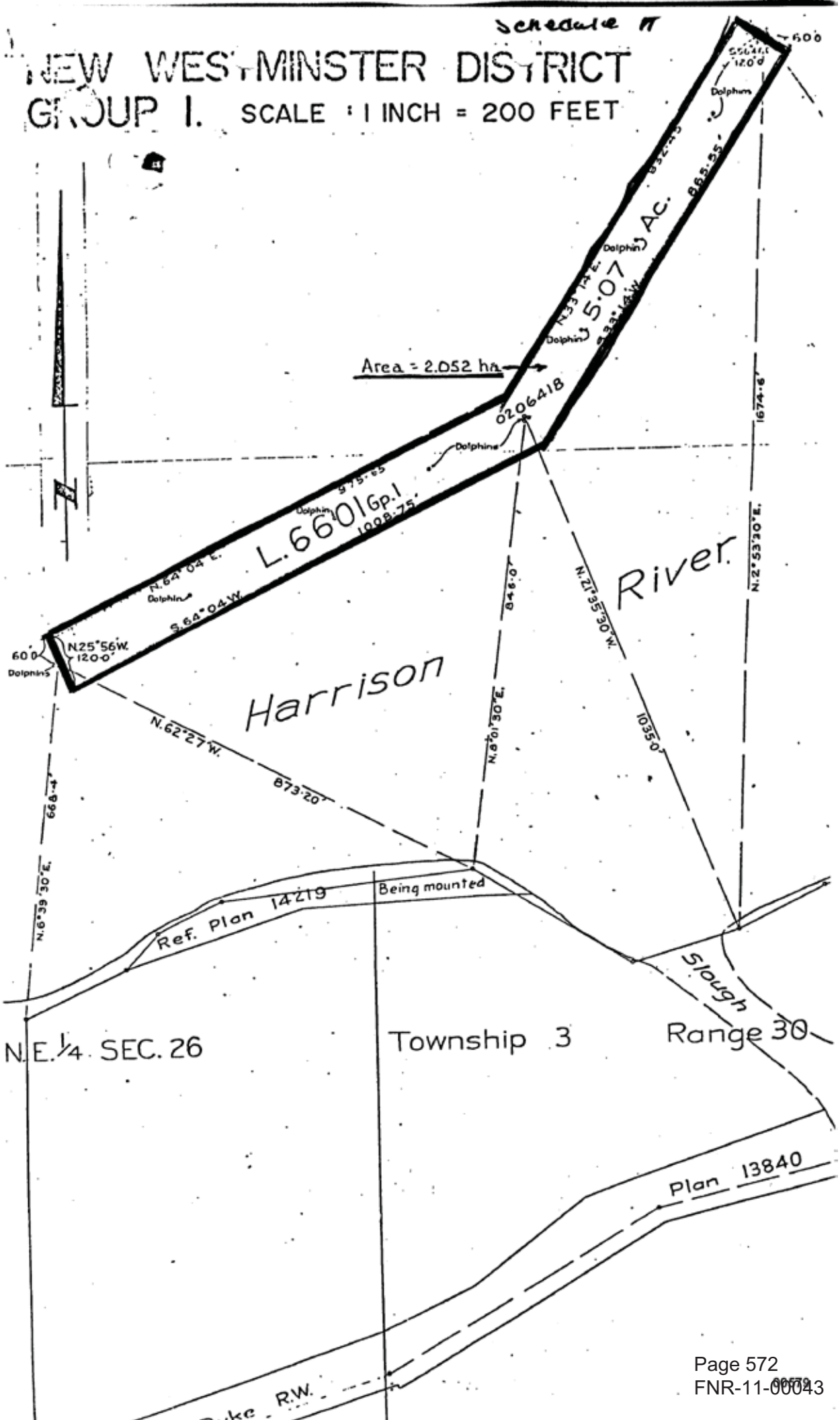
"The Common Seal of RIVTOW STRAITS LIMITED was hereunto affixed in the presence of:

_____
AUTHORIZED Signatory

_____
AUTHORIZED Signatory

c/s".

SAMPLE


Schedule A
NEW WESTMINSTER DISTRICT
GROUP 1. SCALE : 1 INCH = 200 FEET
Area = 2.052 ha
5.07 AC.
L.6601 Gp.1
0206418
Harrison River
Slough
Ref. Plan 14219
Being mounted
N.E. 1/4 SEC. 26
Township 3
Range 30
Plan 13840
R.W.

RIVTOW STRAITS LIMITED

REMITTANCE ADVICE

N1510

INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT
3107	425.00	3109	2,655.00	TOTAL	3,080.00
RSL	B-04	RSL H-04(a)			A

RECEIVED
JUN - 3 1983
$ 425
BY RB
ENT'D JUN 8 1983
COMP 8
020 6

RECEIVED
JUN - 3 1983
$ 2655
BY RB
ENT'D JUN 8 1983
COMP 0
0080

20008294

Province of British Columbia

Ministry of Lands, Parks and Housing

Lands and Housing
Regional Operations
Lower Mainland Region
McLaren Centre
4240 Manor Street
Burnaby, B.C.
V5G 1B2

438-5344 local 313
Attention: Rod Marining
Your File: B-04
Our File: 0206418
Date: 83-07-25

Rivtow Straits Limited
P.O. Box 8960
Vancouver, B.C.
V6B 4E2

Attention: R. A. Riley

Dear Madam:

Enclosed herewith is lease No. 231671 covering

Lot 6601, Group 1, New Westminster District

issued in the name of Rivtow Straits Limited
dated Dec. 27, 1982 containing 2.052 hectares
(XXXXXXXXXX) and issued for a period of ten years,
for log storing and booming purposes, at
the rental of $ 325.00 per annum, for the first five years,
duly executed on behalf of the Regional Director.

Yours truly,

Rod Marining
for Manager,
Land Administration

RM/ df

encl.

cc: District Land Manager, New Westminster (F.6601, Gp.1)
B.C. Assessment Authority, Chilliwack (92H/4e)
Director of Land Records, Victoria
Regional District/XXXXXXXXXXXX Fraser Cheam

L.34(6)

ENTERED JUL 25 1983

ENT'D
MAP
CLIS 83-07-25

Province of
British Columbia

Ministry of Lands,
Parks and Housing

Lands and Housing
Regional Operations
Lower Mainland Region
McLaren Centre
4240 Manor Street
Burnaby, B.C.
V5G 1B2

438-5344 local 313
Attention: Rod Marining
Your File: B-04
Our File: 0206418
Date: 83-07-25

Rivtow Straits Limited
P.O. Box 8960
Vancouver, B.C.
V6B 4E2

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Land Administration

RM/ df

encl.

cc: District Land Manager, New Westminster (F.6601, Gp.1)
B.C. Assessment Authority, Chilliwack (92H/4e)
Director of Land Records, Victoria
Regional District/XXXXXXXXXXXX Fraser Cheam

L.34(6)

ENTERED JUL 25 1983

ENT'D
MAP
CLIS 83-07-25

Lease No. 231671 File No. 0206418

( ) FIVE-YEAR REVIEW OF LEASE

Lessee Rivtow Straits Limited

Area leased Lot 6601, Gp-1, NWD

Purpose log booming - storage

Lease dated Dec. 27/82 Term 10 years

Current annual rental $325.00 Paid to

Remarks:

Current report dated Rental $ per annum

Recommendation

Recommendation this review, dated 87-04-21 as hereunder

No change in rental ✓ $325.00

Amend rental to $ per annum for next year term

Round rental for administrative purposes to $ per annum

Remarks continue lease for a further five years at $325/annum commencing Dec. 27/87.

CS

L.64 (R 6/86)

J. Clutton
Regional Director

RivTow

Mailing Address:
P.O. Box 8960, Vancouver, B.C.
Canada V6B 4E2

1990 E. Kent Avenue
Vancouver, B.C.
Canada V5P 2S7
(604) 327-4477, Telex 04-55394
Fax (604) 325-1215

December 21, 1987

00015598

RECEIVED
DEC 24 1987
$ 1596.00
BY Jan

0271048 - 1,596.00
- 1,496 - lease fee
100 - doc fee

$1,596.
ø.

Ministry of Forests and Lands
4240 Manor Street
McClaren Centre
Burnaby, B.C.
V5G 1B2

Attention: Ms. Pat Smith

Dear Pat:

I have enclosed various documents, along with our cheque number 76740 in the amount of $51,223.60.

MOL FILE	ENCLOSED
0074359	Executed lease and payment
0209230	Statutory Declaration and Occupational Rental
0271048	Executed lease and payment
0313780	Application and fee - upland owners consent will be forthcoming
0068642	Application and fee
0288503	Lease fee
0312868	Lease fee
0080346	Lease fee
0126352	Lease fee
0206418	Lease fee

COMP ENT'D DEC 29 1987

If you should have any questions, please call me.

Many thanks

Yours truly,

RIVTOW STRAITS LIMITED

Pat.

Pat Weber
Administrator
Real Estate

MINISTRY OF FORESTS & LANDS
LANDS DIVISION
DEC 24 1987
#210-4240 MANOR STREET
BURNABY, B.C. V5G 1B2

PW/dw

Enclosures

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

File No. 0206418 Lease No. 231671 Invoice No.

Statement Date: 87/11/02
Due Date: 87/12/27

Name: :IVTOU STRAITS LTD

COMP ENT'D DEC 29 1987

174680

PLEASE ENTER ADDRESS CHANGES BELOW:

STREET _____

CITY _____

POSTAL CODE _____

20015498

RECEIVED

DEC 24 1987

325.00

Balance Owing $ _____

Regional office use only

FORESTS AND LANDS
SUITE 210 - 4240 MANOR STREET
BURNABY
B.C.
V5G 1B2

$ 325.00

BY Jam

ENTER AMOUNT OF PAYMENT $ 325.00

FS 79 (FIN) 87/02

ORIGINAL

RIVTOW STRAITS LIMITED
REMITTANCE ADVICE

1141510

INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT
[redacted]/90	5,147.00	[redacted]/90	275.00	[redacted]/90	4,110.00
[redacted]/90	2,477.00	[redacted]		[redacted]	1,350.00
[redacted]/90	1,360.00	[redacted]/90	2,476.00	[redacted]	1,496.00
[redacted]	5,872.00				
TOTAL		24,888.00			

MINISTRY OF CROWN LANDS
LANDS OPERATIONS

COMP ENT'D DEC 28 1989 DEC 21 1989

RECEIVED

#210 - 4240 MANOR STREET
BURNABY, B.C. V5G 1B2

DEC 21 1989

$ 325.00 20022819

BY BB

134022

RivTow Straits Limited
P.O. BOX 8960, VANCOUVER, B.C. V6B 4E2

** TWENTY FOUR **
** THOUSAND EIGHT HUNDRED AND EIGHTY EIGHT DOLLARS & 00 CENTS

PAY TO THE ORDER OF

1141510

MINISTER OF FINANCE
AND CORPORATE RELATIONS
210 4240 MANOR STREET
BURNABY BC
V5G 1B2

CHEQUE NO.	DATE DAY	MO.	YR.	AMOUNT
100011	18	12	89	****24,888.00

RIVTOW STRAITS LIMITED

PER

PER

THE ROYAL BANK OF CANADA
MAIN & HASTINGS, VANCOUVER, B.C. V6A 2T5

⑆07120⑈003⑆ 000⑈073⑈7⑈

RIVTOW STRAITS LIMITED
REMITTANCE ADVICE

1141510

INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT
0080346/90	5,147.00	0169785/90	275.00	0174786/90	4,110.00
0203106/90	2,477.00	0206811-89	325.00	0207031	1,350.00
0207031/90	1,360.00	0262487/90	2,476.00	0271048	1,496.00
0312864	5,872.00				
TOTAL		24,888.00			

MINISTRY OF CROWN LANDS
LANDS OPERATIONS

DEC 21 1989

#210-4240 MANOR STREET
BURNABY, B.C. V5G 1B2

325.00 20022819

134022

RivTow Straits Limited
P.O. BOX 8960, VANCOUVER, B.C. V6B 4E2

** TWENTY FOUR **
** THOUSAND EIGHT HUNDRED AND EIGHTY EIGHT DOLLARS & 00 CENTS

PAY TO THE ORDER OF

1141510

MINISTER OF FINANCE
AND CORPORATE RELATIONS
210 4240 MANOR STREET
BURNABY BC
V5G 1B2

CHEQUE NO.	DATE DAY	MO	YR	AMOUNT
100011	18	12	89	****24,888.00

RIVTOW STRAITS LIMITED

PER

PER

THE ROYAL BANK OF CANADA
MAIN & HASTINGS, VANCOUVER, B.C. V6A 2T5

Sect 21

RIVTOW STRAITS LIMITED
REMITTANCE ADVICE

INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT
L#231196	3,998.00	L#231671	325.00	L#231924	5,872.00
L#232017	5,147.00	L#232341	2,420.00	L#233221	2,371.00
TOTAL		20,133.00			

0126352 - $3998.00
✓0206418 - $325.00
0312868 - $5,872.00
0080346 - $5,147.00
0288503 - $2420.00
0112768 - $2,371.00

20018858

RECEIVED
NOV 17 1988
$ 325.00
BY YB

COMP ENT'D NOV 18 1988

ASSIGNMENT

THIS ASSIGNMENT made with effect as of the 31st day of December, 1990.

BETWEEN:

RIVTOW STRAITS LIMITED, a company amalgamated under the laws of British Columbia having its registered office at 2800 Park Place, 666 Burrard Street, Vancouver, British Columbia, V6C 2Z7

(herein called the "Vendor")

OF THE FIRST PART

AND:

RIVTOW MARINE LTD. a company incorporated under the laws of British Columbia having its registered office at 2800 Park Place, 666 Burrard Street, Vancouver, British Columbia, V6C 2Z7

(herein called the "Purchaser")

OF THE SECOND PART

WHEREAS:

A. The Vendor is the lessee pursuant to the lease described in Schedule "A" hereto (herein called the "Lease"); and

B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the interest of the Vendor in and to the Lease;

NOW THEREFORE in consideration of the sum of ONE DOLLAR ($1.00) now paid by the Purchaser to the Vendor and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Vendor) the parties do hereby covenant and agree as follows:

ASSIGNMENT

1. The Vendor hereby assigns, transfers and sets over, to the full extent that it may so assign, transfer and set over, to the Purchaser all its right, title and interest in and to the Lease together with the unexpired residue of the term of the Lease and all benefits and advantages to be derived therefrom, to have and to hold the same unto the Purchaser for and during the unexpired residue of the term of the Lease and any extensions or renewals thereof as of December 31, 1990 (the "Effective Time").

ASSUMPTION

2. As of the Effective Time the Purchaser shall assume the payment, performance and observance of all of the obligations of the Vendor under the Lease whether arising prior to or after the Effective Time and will indemnify and save the Vendor harmless from any and all liability of every nature and kind related directly or indirectly to the Lease or any breach or non-observance of any obligations or provisions of the Lease whether arising prior to or after the Effective Time.

DIRECT COVENANT

3. As of the Effective Time the Purchaser covenants and agrees with the Landlord under the Lease to keep, observe and perform all of the obligations of the Vendor under the Lease as if it had entered into the Lease as the Lessee.

CONSENT

4. This Assignment is conditional upon Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Crown Lands (formerly Lands, Parks and Housing) consenting hereto, and shall be effective as of the Effective Time immediately after such consent has been granted.

BENEFIT/BINDING

5. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Assignment has been executed as of the day and year first above written.

The Corporate Seal of)
RIVTOW STRAITS LIMITED)
was hereunto affixed in the)
presence of:)
)
)
_____) c/s
Authorized Signatory)
)
_____)
Authorized Signatory)

The Corporate Seal of)
R[illegible]OW MARINE LTD.)
was hereunto affixed in the)
presence of:)
)
)
_____) c/s
Authorized Signatory)
)
_____)
Authorized Signatory)

[BDM_DOC] /#355/(9)

Schedule "A"

Lease No.:	231671
Date of Lease:	December 27, 1982
Lessor:	Her Majesty The Queen in Right of the Province of British Columbia, represented by the Minister of Lands, Parks and Housing
Lessee:	RivTow Straits Limited (Inc. No. 133778)
Property:	The parcel of land consisting of foreshore and river bed described as Lot 6601, Group 1, New Westminster District and being more particularly shown outlined in red on the plan annexed to the Lease as Schedule "A" thereto
Purpose:	Log storage and booming

File: 0206418

GENERAL LEASE - NO ADDITIONAL RENT

THIS LEASE executed in triplicate and dated for reference the 27th day of December, 1982.

IN PURSUANCE OF THE LAND ACT.

B E T W E E N :

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

(hereinafter called the "Lessor")

OF THE FIRST PART

A N D

RIVTOW STRAITS LIMITED (Inc. No. 133778), a Company organized under the laws of British Columbia and having an office or other place of business at 2724 South East Marine Drive, Vancouver, British Columbia

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSES that in consideration of the rents reserved and the covenants and agreements set forth below, the parties agree as follows:

ARTICLE I GRANT OF LEASE

(1.01) The Lessor demises and leases to the Lessee that parcel of land consisting of foreshore and river bed described as

Lot 6601, Group 1, New Westminster District

and being more particularly shown outlined in red on the plan annexed hereto as Schedule "A" (herein called the "Land").

ARTICLE II TERM

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of 10 years commencing on the 27th day of December, 1982 (herein called the "Commencement Date").

ARTICLE III RENT

(3.01) YIELDING AND PAYING THEREFORE

(a) during the first five years of the term an annual rental of $325 payable in advance, beginning on the Commencement Date, and thereafter on each successive anniversary of that date,

Province of British Columbia

(b) during each successive five year period of the term thereafter (herein called a "Lease Period") an annual rental determined by the Lessor under this Article, payable in advance, beginning on the date of commencement of each Lease Period and thereafter on each successive anniversary of that date.

(3.02) The Lessor may, by notice in writing to the Lessee not less than 15 days before the commencement of any Lease Period, increase the amount of annual rental payable during that Lease Period and the annual rental specified in the notice shall constitute conclusive evidence of the annual rental payable during the Lease Period in respect of which the notice is given.

(3.03) If the Lessor does not give notice to the Lessee under section 3.02 in respect of any Lease Period, the annual rental payable during that Lease Period shall be equal to the annual rental payable during the immediately preceding Lease Period, or in the case of the first Lease Period, the immediately preceding five years of the term.

ARTICLE IV COVENANTS OF THE LESSEE

(4.01) The Lessee covenants with the Lessor

(a) to pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all taxes, rates, levies, duties, charges and assessments now or hereafter assessed, levied or charged by any competent governmental authority upon the Land or any improvements thereon (herein called "Realty Taxes") and if the Lessee defaults in the payment of any such sums, the Lessor may pay and discharge the same and the amounts so paid shall be added to the rent herein reserved and will be due and payable to the Lessor immediately;

(c) to pay and satisfy all payments when due under any Leasehold Mortgage (as hereinafter defined);

(d) to pay and discharge when due all charges for electricity, gas, water, and other utilities supplied to the Land;

(e) to observe, abide by and comply with all laws, by-laws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation, PROVIDED that if the Lessee contests the validity or applicability of such laws, by-laws, orders, directions, ordinances or regulations, he shall indemnify and save harmless the Lessor from all loss, damage, cost and expense suffered by the Lessor by reason of

Province of British Columbia

the Lessee contesting their validity and shall furnish the Lessor with such security as may be required by the Lessor;

(f) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor, to remove any improvements and make safe, clean and sanitary any portion of the Land or any improvement that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(g) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land, and for the purpose of this covenant, the permitted use of the land in compliance with this lease shall be deemed not to constitute a nuisance or annoyance;

(h) not to use the Land for any purpose other than for the purpose of storing and booming logs;

(i) to pay interest to the Lessor on rent in arrears at the rate of interest prescribed from time to time under the Land Act in respect of money payable under a lease that is not paid on the due date;

(j) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than $1,000,000;

(k) to pay all premiums and monies necessary to maintain all policies of insurance required to be maintained by the Lessee herein as the same become due, provided that if the Lessee defaults in the payment of any of the premiums or sums of money, the Lessor may (but will be under no obligation to) pay the same and the amounts so paid will be added to the rent herein reserved and will be payable to the Lessor immediately;

(l) to deliver to the Lessor from time to time, upon demand, copies of all current policies of insurance required to be maintained by the Lessee hereunder;

(m) to deliver to the Lessor from time to time, upon demand, receipts or other evidence of payment of Realty Taxes, insurance premiums, Leasehold Mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(n) not to keep, store or leave upon the Land during the term any refuse or rubbish of any kind;

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(o) to indemnify and save the Lessor harmless against all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's occupation of the Land,

and the Lessor may add the amount of such loss, damage, costs and liabilities to the rent herein reserved and the amount so added shall be payable to the Lessor within 10 days;

(p) on the expiration or earlier termination of the term

(i) to remove all improvements placed or constructed on the Land during the term,

(ii) to restore the surface of the Land to its original condition, and

(iii) to peaceably quit, surrender, yield up and deliver the Land to the Lessor in a safe, clean and sanitary condition,

and all right, interest and estate of the Lessee in the Land shall cease and vest in the Lessor;

(q) to permit the Lessor, his servants and agents, at all times to enter on and inspect the Land and any improvements thereon;

(r) to comply with all laws, regulations and orders of the Federal Government of Canada, or any of its agencies or commissions, or any international joint commissions of which it or any of its agencies is a member, respecting salmon and fishlife resources in the Harrison River system;

(t) not to dredge on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the written consent of the Lessor, and then only in accordance with the terms and conditions specified in the consent by the Lessor;

(u) not to use the Land or carry on or permit any activity on the land or on the surface of the water covering the Land that contravenes any provision of the Navigable Waters Protection Act (Canada) or any other enactment, order, regulation or law of the Federal Government of Canada respecting navigable waters, shipping or marine life resources;

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ARTICLE V ASSIGNMENT

(5.01) The Lessee shall not assign, sublet or transfer this lease without the prior written consent of the Lessor.

ARTICLE VI COVENANTS OF THE LESSOR

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

ARTICLE VII PROVISOS

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if after the termination by the passage of time of this lease or any extension thereof the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

(b) if, during the continuance of this lease, the improvements or any part of them now or hereafter constructed on the Land are destroyed by fire, lightning, tempest, impact of aircraft, acts of God or the Queen's enemies, riots, insurrections or explosion

(i) the rental herein paid or reserved shall not abate or be forgiven, and

(ii) if the improvements so destroyed have not been rebuilt or reinstated at the expiration or earlier termination of the term, the Lessee shall remove the same and restore the surface of the Land so far as possible to its original condition;

(c) title to any ownership of all buildings, structures, and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(d) the Lessor is under no obligation to provide access to the Land or to maintain or improve existing access roads;

(e) that this lease and all the terms and conditions of it may be inspected by the public at such times and at such places as the Lessor may determine;

(f) notwithstanding subsection (j) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of

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receiving such notice, cause the amount of insurance posted pursuant to subsection (j) of section 4.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change;

(g) if the Lessee, on the expiration or earlier termination of the term, fails to remove all improvements that were placed on the Land during the term, or to restore the surface of the Land to its original condition, the Lessor may remove the improvements and restore the Land and the Lessee shall compensate the Lessor for all expenses incurred by him for such removal and restoration forthwith on demand.

(7.02) If a dispute arises as to whether or not an improvement on the Land has been destroyed by fire or other causes, the dispute shall be referred to arbitration.

ARTICLE VIII EVENTS OF DEFAULT

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of rent, or the payment of any other sum payable hereunder, and such default shall continue for 30 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, provisions, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of rent or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; or

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

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it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this Lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of rent or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

(8.02) The remedies of the Lessor in this Article are in addition to the remedies available to the Lessor under the Land Act, and an exercise of the Lessor's remedies under this Article shall not limit or restrict the right of the Lessor to exercise a remedy available to him under that Act.

ARTICLE IX RENEWAL

(9.01) If, on the expiration of the term, the Lessor elects to grant a further lease of the Land, the Lessor shall, by notice in writing, offer the further lease to the Lessee at the rent and on the terms and conditions specified in the notice.

(9.02) The Lessee shall have a period of 60 days from the date of receipt of the notice referred to in section 9.01 to accept a further lease of the Land by endorsing his acceptance on the notice and delivering it to the Lessor within the time limited in this section. If the Lessee elects not to accept the further lease of the Land within the time limited in this section, the Lessor shall be at liberty to grant a lease of the Land to any other person at the rent and on the terms specified in the notice.

(9.03) If the Lessee declines to accept a further lease of the Land under this Article, the Lessor shall not, for a period of two years after the date of the notice referred to in section 9.01 offer a lease of the Land to any person at a rent or on terms more favourable than those specified in the notice without first offering a further lease of the Land to the Lessee at that rent and on those terms.

ARTICLE X SECURITY

(10.01) The security in the sum of $1,000 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed.

(10.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole

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discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(10.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier termination of this lease.

(10.04) Notwithstanding section 10.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of security required by the Lessor.

(10.05) The Lessee shall, within 60 days of receiving the notice referred to in section 10.04, cause the amount of Security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

ARTICLE XI EXPROPRIATION

(11.01) If the whole or any part of the Land, or any fixtures or improvements on the Land are expropriated during the term of this lease,

(a) the expropriation shall not constitute a breach of the Lessor's covenant for quiet enjoyment,

(b) the rental shall not abate,

(c) the Lessee shall only be entitled to exercise those rights or remedies that are available to him under the statute that authorized the expropriation.

(11.02) If

(a) the whole of the Land is expropriated, this lease shall terminate on the date the expropriation is effective,

(b) a part of the Land is expropriated, this lease shall continue in effect respecting that part of the Land that is not expropriated.

ARTICLE XII ARBITRATION

(12.01) Any dispute required to be determined by arbitration in accordance with the provisions of this lease shall be determined under the Arbitration Act by reference to a single arbitrator. The cost of any arbitration shall be borne equally by the parties.

ARTICLE XIII MORTGAGE OF LEASE

(13.01) The Lessee shall have the right from time to time to mortgage this lease and the leasehold interest of the Lessee created by it, and any improvements on the Land (herein called the "Leasehold Mortgage").

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In the event of any breach or default of any of the covenants, terms and conditions of this lease by the Lessee, the first leasehold mortgagee shall be entitled, in order to avoid a forfeiture of the lease, to make any payments and do and perform all acts or things that may be necessary or required to prevent a forfeiture.

(13.02) The Lessee shall give notice to the Lessor of any Leasehold Mortgage of this lease and the Lessee's leasehold interest herein together with a copy of the instrument creating it within 30 days after it is granted.

(13.03) If by reason of the default of the Lessee this lease is terminated before the expiration of the term, the Lessor shall enter into a new lease of the Land with the first leasehold mortgagee for the period that but for such termination would have been the remainder of the term, the new lease to become effective immediately on the termination of this Lease, at the rent and on all of the terms, provisions, covenants and agreements contained in this Lease, subject to the rights of any person then in possession of the Land so long as

(a) the first leasehold mortgagee has made a written request to the Lessor for a new lease within 30 days of its termination and the request is accompanied by payment to the Lessor of all sums of money then due to the Lessor hereunder including reasonable legal fees and expenses in connection with the foregoing and with the preparation of the new lease;

(b) at the time of execution and delivery of the new lease, the first leasehold mortgagee pays to the Lessor all sums that would at the time of execution and delivery of the new lease be due under this lease but for such termination and agrees to diligently cure or remedy any default of the Lessee under this lease, the curing or remedying of which requires the leasehold mortgagee to be in possession of the Land.

(13.04) So long as the Lessor has received written notice of a Leasehold Mortgage under section 13.02, the Lessor will give 30 days notice to the first leasehold mortgagee at his address specified in the notice, of the Lessor's intention to terminate this lease and of the nature of the Lessee's default hereunder.

(13.05) Under any new lease delivered to the first leasehold mortgagee, the Lessor shall not warrant possession, but shall lease only that estate in the Land as the Lessor shall then have, subject only to those matters to which this lease is subject and to those matters suffered, created or permitted to be suffered or created by the Lessee under the terminated lease.

(13.06) The failure of the first leasehold mortgagee to execute and deliver to the Lessor the new lease within 30 days after it is tendered by the Lessor or to comply with any other provisions of this Article

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shall conclusively be deemed an abandonment and waiver on the part of the first leasehold mortgagee of all rights to obtain the new lease and of any and all rights against the Lessor.

(13.07) The Lessor hereby represents that the first leasehold mortgagee shall be entitled to rely on the provisions of this Article and to enforce them against the Lessor subject to the provisions of this lease.

(13.08) The making of a Leasehold Mortgage shall not constitute an assignment, sublease or transfer of this lease that requires

(a) the consent of the Lessor, or

(b) the leasehold mortgagee to observe and perform the Lessee's covenants unless the leasehold mortgagee enters into possession of the Land in the exercise of his rights to foreclose the Leasehold Mortgage.

ARTICLE XIV NOTICE

(14.01) Any written notice to be served upon or given to either the Lessor or the Lessee pursuant to this lease shall be sufficiently served and given if delivered or mailed, prepaid and registered, in the case of the Lessor, addressed to him at the Parliament Buildings, Victoria, British Columbia, to the attention of the Minister of Lands, Parks and Housing, or such other member of the Executive Council of the Government of British Columbia who may be charged with the administration of the Land Act at the date of the notice and in the case of the Lessee, addressed to him at

P.O. Box 8960
Vancouver, British Columbia
V6B 4E2

and if the notice is mailed the date of receipt shall be deemed to be 96 hours after the hour of mailing.

(14.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(14.03) Notwithstanding section 14.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same on a conspicuous place on the Land.

ARTICLE XV MISCELLANEOUS

(15.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. The waiver by the Lessor of any breach by the Lessee of any term, condition, covenant or other provision herein shall not be

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construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(15.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(15.03) The Lessor hereby reserves the right to grant other dispositions of the Land by way of easement, statutory right-of-way, or right to flood, whether or not the interest granted has a dominant tenement, to

(a) a Crown Corporation or agency, or

(b) a municipality, regional district, improvement district, water users community, public utility, a pulp or timber, mining, railway or smelting corporation, or a corporation authorized to transport oil or gas, or both oil and gas, or solids, as defined in the Pipeline Act, or

(c) any other person designated by that member of the Executive Council of the Province of British Columbia charged with the administration of the Land Act,

for any purpose necessary for the operation and maintenance of the grantee's undertaking and the Lessee agrees that a grant made under this paragraph shall not constitute a breach of the Lessor's covenant for quiet enjoyment, and the Lessee hereby consents to any such grant and will forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease to any such grant.

(15.04) Any interference with the rights of the Lessee under this lease by virtue of the operation of the Mineral Act, Petroleum and Natural Gas Act, Coal Act or Water Act or any certificate, lease, permit, or license issued under those Acts shall not constitute a breach of the Lessor's covenant of quiet enjoyment.

(15.05) This lease and the term herein granted is subject to

(a) all subsisting grants to, or rights of, any person made or acquired under the Mineral Act, Petroleum and Natural Gas Act, Coal Act or Water Act, whether or not the Lessee has actual notice of them,

(b) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the Land Act.

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(15.06) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(15.07) Time is of the essence in this agreement.

ARTICLE XVI INTERPRETATION

(16.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(16.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions hereof.

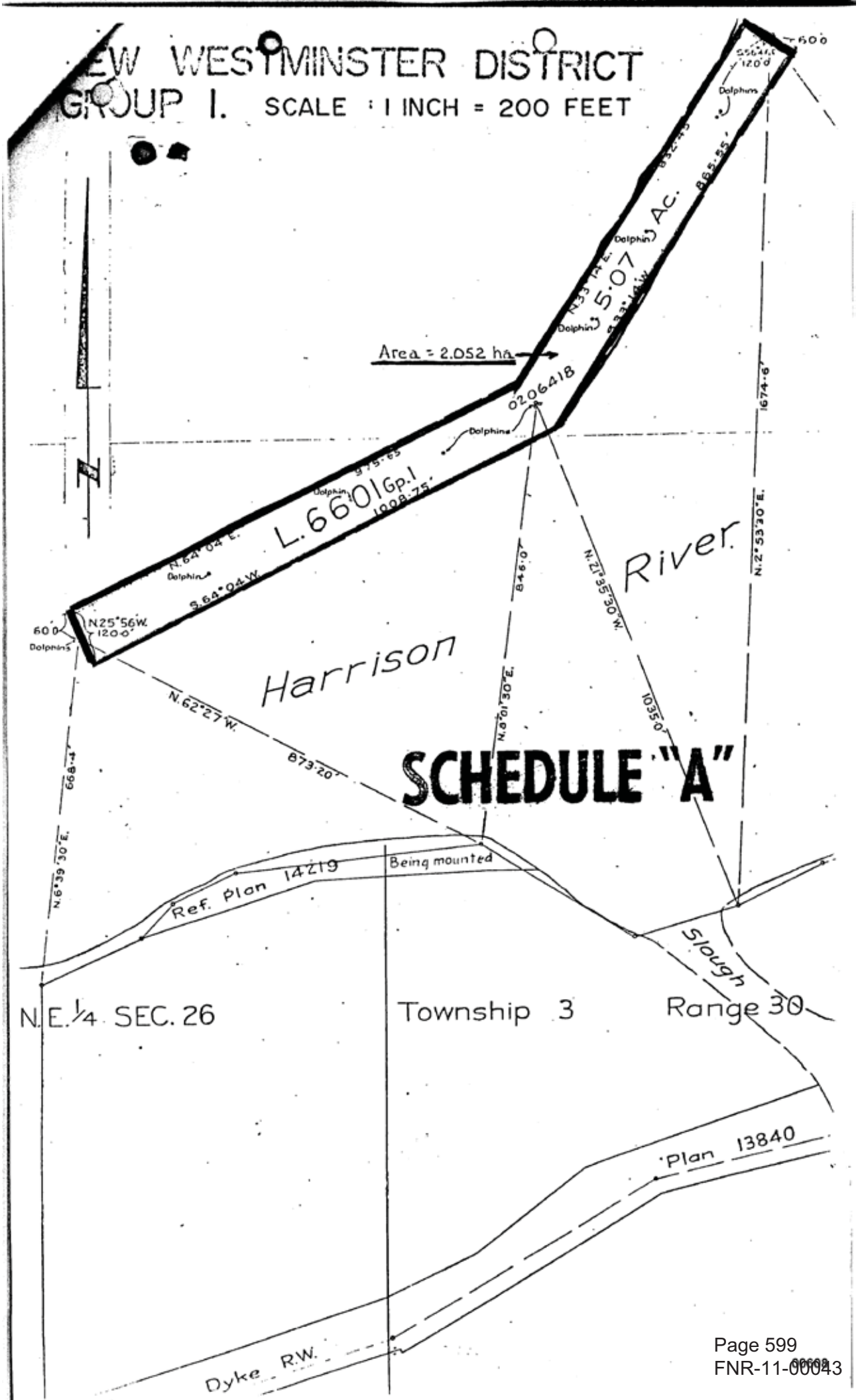
(16.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the Land Transfer Form Act, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

(16.04) This lease shall be interpreted according to the laws of the Province of British Columbia.

(16.05) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(16.06) If any section of this lease 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.

Province of British Columbia


EW WESTMINSTER DISTRICT
GROUP 1. SCALE : 1 INCH = 200 FEET
Area = 2.052 ha
5.07 Ac.
L.6601 Gp.1
0206418
Harrison River
SCHEDULE "A"
Ref. Plan 14219
Being mounted
Slough
N.E.¼ SEC. 26
Township 3
Range 30
Plan 13840
Dyke R.W.

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

SIGNED, SEALED AND DELIVERED on behalf of Her Majesty The Queen in Right of The Province of British Columbia by the Minister of Lands, Parks and Housing, or his duly authorized representative, in the presence of:

Regional Director

A Commissioner for taking Affidavits in British Columbia

"The Common Seal of RIVTOW STRAITS LIMITED was hereunto affixed in the presence of:

AUTHORIZED Signatory

AUTHORIZED Signatory

c/s".

Province of British Columbia

Province of
British Columbia
Ministry of Lands,
Parks and Housing

TYPE OF TENURE
Lease

No. 231671

Commencement Date
December 27 , 19 82

MINISTER OF LANDS, PARKS
AND HOUSING

TO

Rivtow Straits Limited

for log storage and booting
purposes

Term ten years.

Area 2.052 hectares.

File No. 0206418

Assigned unto Rivtow Marine Ltd. (Inc. No. 396933), December 31, 1990.

Province of
British Columbia

Ministry of
Environment,
Lands and Parks

Lower Mainland Region

Lands Operations Division
Suite 401 , 4603 Kingsway
Burnaby, B.C.
V5H 4M4
Telephone: (604) 660-5500

GST Registration No. R107864738

Your contact is: **Gordon Dixon**
Examiner
660-5500

Our File: 0206418

April 8, 1992

ENTRY
W.L. ✓
TAS —
CLR —
Mapping —
Field Services —
Please initial as entry made

OFFER OF LEASE

Rivtow Marine Ltd.
P.O. Box 3650
Vancouver, British Columbia
V6B 3Y8

Dear Sirs:

We are pleased to offer you a Lease over **District Lot 6601, Group 1, New Westminster District, containing 2.052 hectares, more or less,** (the "Land") for **log storage purposes.**

This is to replace **Lease No. 231671.**

You can accept this offer by providing us with the following **by June 8, 1992.**

FEES PAYABLE

Payment of the fees as outlined below:

Lease Fee	$	500.00 T*
Documentation Fee	$	150.00 T*
Application Fee	$	50.00 T*
GST (7% X $700.00)	$	49.00
TOTAL	$	749.00 ✓

T* - denotes GST payable

92/06/08

Please make your cheque or money order payable to the Minister of Finance and Corporate Relations.

SIGNING OF DOCUMENTS

Please ensure the enclosed Lease documents are signed by company officers who have the power to sign on behalf of the Corporation. Return all copies to our office and an originally executed copy of the Lease will be sent back to you.

If you accept this offer, you agree that:

1. This offer cannot be transferred to another person;
2. This offer and the Lease does not guarantee that:
   (a) the Land is suitable for the approved use,
   (b) it can be built on,
   (c) there is access to it, and
   (d) it is not susceptible to flooding or erosion;
3. This offer shall survive the signing and issuance of the Lease provided that in the event of any contradiction between the terms of the offer and the Lease, the Lease shall prevail;
4. In accordance with the provisions of the Land Act, this offer is not binding upon the Crown until the Lease is signed by the Crown.

If you accept this offer, you confirm that:

A. You (or your authorized representative) have inspected the Land and are fully aware of its condition;
B. You have knowledge of all municipal and regional bylaws regulating the use and development of the Land;
C. Time is of the essence;
D. Your company is incorporated or registered in British Columbia under No. **396933** and has the legal capacity to acquire land.

This offer expires if you do not accept it within the time period stated.

For your information, please note the following:

We accept your evidence of blanket liability insurance and blanket security, in compliance with Article III, Section 3.01 (k) and Article VII, Section 7.01 in your document.

If you have any questions, please contact **Gordon Dixon** at **660-5500.**

Yours sincerely,

Authorized Representative

For Land Title Office use: Page ___ of ___.

Province of British Columbia | Ministry of Environment, Lands and Parks

Lease Aquatic Lands

Lease No. File No. 0206418

THIS LEASE dated for reference the **27th day of December, 1992.**

IN PURSUANCE of the *LAND ACT* (Section 35) and the *LAND TRANSFER FORM ACT*

BETWEEN:

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

(hereinafter called the " Lessor")

OF THE FIRST PART

AND:

Rivtow Marine Ltd., (Inc. No. 396933)
P.O. Box 3650
Vancouver, British Columbia
V6B 3Y8

(hereinafter called the " Lessee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter called the "Land");

NOW THEREFORE in consideration of the fee to be paid by, and the covenants of the Lessee, the parties agree as follows:

Article I - Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for **log storage purposes.** .

Article II - Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a *term of* **10 years** *commencing on the* **27th day of December, 1992** (hereinafter called the Commencement Date").

Lease Aquatic Lands	File No. 0206418

Article III - Fees

(3.01) YIELDING AND PAYING THEREFORE for the term the fees prescribed in the Fee Schedule attached.

Article IV - Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

(a) to pay fees when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(f) to use and occupy the Land in accordance with the provisions of this lease and any Special Proviso Schedule;

(g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage, third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than **$1,000,000.00**, PROVIDED, however that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;

(h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change, except that when the Lessee is self-insuring this section shall not apply;

(j) to indemnify and save the Lessor harmless against all loss, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

Lease Aquatic Lands	File No. 0206418

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land,

and the Lessor may add the amount of such loss, damages, costs and liabilities to the fees and the amount so added shall be payable to the Lessor immediately;

(k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the ***Builders Lien Act***, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;

(l) on the expiration or earlier cancellation of this lease

(i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,

(ii) to restore the surface of the Land to the satisfaction of the Lessor, AND

(iii) notwithstanding section 4.01 (l)(i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed,

and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;

(m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Lessor;

(o) not to dredge or significantly displace beach material on the Land without the prior written consent of the Lessor;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land.

Article V - Assignment

(5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior consent of the Lessor.

Article VI - Covenants of the Lessor

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII - Provisos

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all of the terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

Lease Aquatic Lands	File No. 0206418

(b) title to and ownership of all buildings, structures and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;

(e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;

(f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the ***Commercial Arbitration Act;***

(g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;

(h) this lease and the term herein granted is subject to:

(i) all subsisting grants to or rights of any person made or acquired under the ***Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act*** , or ***Water Act*** , or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND

(ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the ***Land Act:***

(i) the Lessee acknowledges and agrees with the Lessor that

(i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,

(ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,

(iii) he shall not commence or maintain proceedings under section 60 of the ***Land Act*** in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the right, privileges or interests described in subsections (d) and (h) of section 7.01, AND

(iv) all schedules attached to this lease form an integral part of this lease.

Lease Aquatic Lands	File No. 0206418

Article VIII - Events of Default

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of fees, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of fees or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; OR

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of fees or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Article IX - Security

(9.01) The security in the sum of **$5000.00** and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed, Provided, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection.

(9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.

(9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.

Lease Aquatic Lands	File No. 0206418

(9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.04, cause the amount of security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

Article X - Notice

(10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article XI - Miscellaneous

(11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(11.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(11.04) Time is of the essence in this agreement.

Article XII - Interpretation

(12.01) In this lease, unless the contest otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions hereof.

(12.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the ***Land Transfer Form Act***, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

Lease Aquatic Lands	File No. 0206418

(12.04) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(12.05) If any section of this lease 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.

IN WITNESS WHEREOF, the parties have executed this lease 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:

_____

_____

_____

_____

Authorized Signatory

THE COMMON SEAL OF
Rivtow Marine Ltd.
was hereunto affixed in the presence of:

_____

Authorized Signatory

_____

Authorized Signatory

c/s

For Land Title Office use: Page ___ of ___.

Province of British Columbia
Ministry of Environment, Lands and Parks

Legal Description Schedule

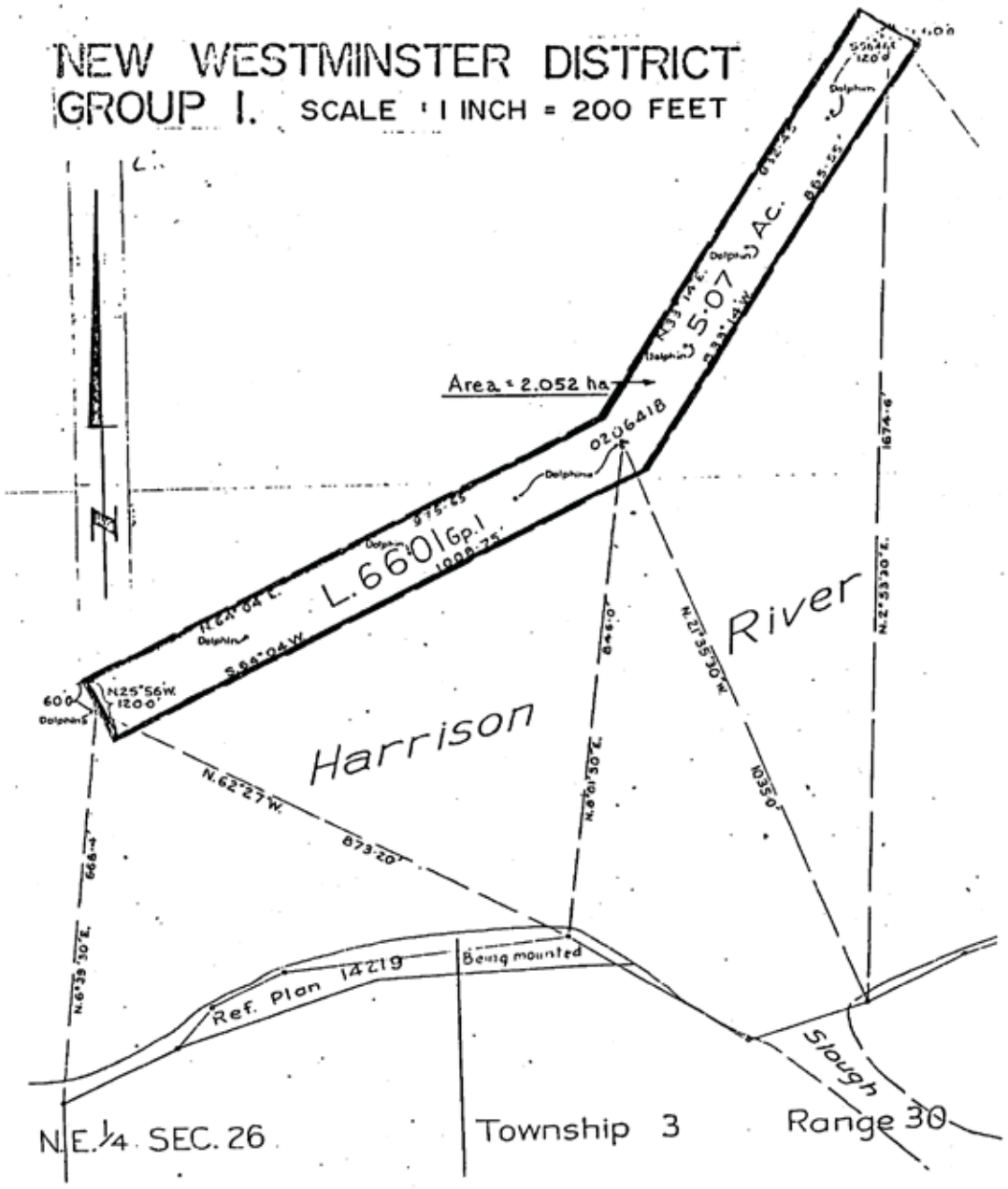
Lease No.

File No. 0206418

1. Legal Description

District Lot 6601, Group 1, New Westminster District, as shown outlined in red on the sketch attached and containing **2.052 hectares.**

2. Sketch Plan



L57A Rev. 1

Page 1 of 1

Province of British Columbia
Ministry of Environment, Lands and Parks

SPECIAL PROVISO SCHEDULE

Lease No. File No. 0206418

1. The Lessee shall

(a) not anchor or secure any buildings, structures or improvements on the Land except as shown in the schedule attached to this Lease called the Legal Description Schedule;

(b) not interrupt the movement of beach sedimentary material by water along the shoreline;

(c) not construct a fence, bulkhead, groin, breakwater, floating boom or any structure by another name which acts in a like manner, on the Land, without the prior written consent of the Lessor;

(d) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;

(e) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the ***Waste Management Act***;

(f) not use construction materials containing toxic substances, except in marine waters where the use of preservative-treated wood may be necessary;

(g) not involve pile driving in the construction or maintenance of improvements on the Land without the prior written consent of the Lessor.

2. ADDITIONAL PROVISOS

(a) There are no Additional Provisos.

Province of British Columbia

Ministry of Environment, Lands and Parks

FEE SCHEDULE

Lease No.

File No. 0206418

1. THE FEE FOR THE TERM SHALL BE

   (a) for the first year of the term, a fee of **$500.00** payable in advance on the Commencement Date; AND

   (b) during the balance of the term, an annual fee of $500 or the amount determined by the Lessor under this Schedule, whichever is the greater, payable in advance, beginning on the first anniversary of the Commencement Date and thereafter on each successive anniversary of that date.

2. In this Schedule

   - "Land Value", in reference to the Land, means the value of the Land as determined by the Lessor in his sole discretion;
   - "Notice" means a notice in writing to the Lessee under section 5;
   - "Rate", in reference to the calculation of the annual fee payable during the term of this Lease means **8%**.

3. The annual fee payable under section 1(b) shall be an amount equivalent to the product of the Rate multiplied by the Land Value.

4. The Lessor shall, from time to time, calculate the annual fee under section 1(b) in accordance with section 3 and the calculation of the Lessor shall be final and binding on the Lessee.

5. The Lessor shall, not less than 30 days before each anniversary of the Commencement Date during the term, give written notice to the Lessee specifying the annual fee payable under section 1(b) for the immediately succeeding year of the term and the annual fee specified in the notice shall constitute conclusive evidence of the annual fee payable for the year of the term specified therein.

6. If the Lessor does not give notice to the Lessee under section 5, the annual fee shall be equal to the annual fee calculated or in force during the immediately preceding year of the term.

File No. 0206418

Purpose 03 Subpurpose 04

Tenure Type LE Tenure Subtype 01

Land Type Code 3

Area (Hectares) 2.052

Security $5,000.00

Commencement Date 1992-12-27

Expiry Date ~~1992-12-27~~ 2002-12-27

Policy 3

Next Review 1997-12-27

Review Reason 01 Rental ✓
02 Insurance
03 Dev/Mgt/Plan
04 Survey Requir.
05 Purchase Price
06 Other Permits
07 Royalty Rate
08 Envir. Concerns
09 Collat.Agree
10 Security
11 Expiry
12 Misc.

Value $6250.00

Fixed Rent Amount —

Revenue Code C601

Current Rent $500.00 Rent Start Date 1993-12-27

Royalty Rate and Unit —

Prepaid Amount —

Percent of Gross —

Note/Reminders:

File: 0206418

Date: 92-07-16

Rivtow Marine Ltd.
P.O. Box 3650
Vancouver, B.C.
V6B 3Y8

Dear Sirs:

It is my pleasure to enclose your original copy of Lease No. 235005 duly executed on behalf of the Regional Director, which replaces Lease No. 231671.

The Lease is issued for a term of ten years commencing December 27, 1992 for log storage purposes at the rental of $500.00 for the first year of the term.

This Lease covers District Lot 6601, Group 1, New Westminster District, containing 2.052 hectares.

Please do not hesitate to contact me if you have any questions or require assistance. It continues to be our pleasure to be of service.

Yours truly,

JUL 23 1992

Gord Dixon
Examiner

GD/jsm
Enclosure

cc: B.C. Assessment Authority, Chilliwack, B.C.
Surveyor General Branch, Victoria, B.C.

BRITISH COLUMBIA

MINISTRY OF ENVIRONMENT, LANDS & PARKS
BC LANDS - LOWER MAINLAND REGION
SUITE 401 - 4603 KINGSWAY
BURNABY B.C. V5H 4M4

Phone: (604) 660-5500
Fax: (604) 660-5538

RECEIVED
NOV 25 1996

DEPARTMENT'D NOV 26 1996

$535.00

Total Amount Due

Due Date: 96/12/27

RIVTOW MARINE LTD

PO BOX 3650
VANCOUVER BC V6B 3Y8

$ 535.00 A/R

BY

20011261

0206418 : Our File
96/10/31 : Statement Date
: Your File

Enter Amount of Payment: 535.00

RMS Service No. 0757
GST Reg. No. R107864738

Please enclose this Payment Stub with your Remittance in Canadian Funds
DO NOT MAIL CASH

Please Indicate Change of Address on Reverse ☐

REMITTANCE ADVICE

INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT
0126352/96	5,216.5	0206418/96	535.00	0512868/96	7,662.27
TOTAL		13,413.52			

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS

NOV 25 1996

9535 MACHWAY
BURNABY, B.C. V5H 4M4

Data Business Forms (604) 525-2055

Rivtow Marine Ltd.

57402

** THIRTEEN **
** THOUSAND FOUR HUNDRED AND THIRTEEN DOLLARS 52 CENTS

PAY TO THE ORDER OF

MINISTER OF FINANCE
AND CORPORATE RELATIONS
SUITE 401-4603 KINGSWAY
BURNABY BC V5H 4M4

1141510

CHEQUE NO.	DATE DAY	MO.	YR.	AMOUNT
87102	21	11	96	***13,413.52

RIVTOW MARINE LTD.
GENERAL ACCOUNT

PER

PER

THE ROYAL BANK OF CANADA
400 MAIN STREET, VANCOUVER, B.C. V6A 2T5

PRINTED IN CANADA

Sect 21

20011261

FNR-11-00043

FNR-11-00043 p. 625

00627

Page 619
FNR-1-00043

V1
0095873

KEITH

Accession/Box #: 90-1184-07 **Date:** JAN 19/2011

FILE 0095873 V.1

This File Belongs to OFFSITE Filing.

Please RETURN to MILDRED KEHLER

A. S. A. P.

THANKS

45"

00628

REFER TO FILE No. 095873

17

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

17 Oct 1931

DEPARTMENT OF LANDS,
LANDS BRANCH,
VICTORIA, B.C.,

September 16th 1931

The Chehalis Logging Co. Ltd.,
Port Moody, B. C.

Sir:

Please take notice that rental amounting to $223.50, on Lease No. 1409 District, held by under lease for Foreshore purposes, lls due on October 1st, 1931, and are requested to provide for payment on before that date,

Yours truly,

Thomas Taylor,
SUPT. OF LANDS.

L.B. 63—2M-431-5064

1409 - 1931

OUR FILE No. 095873

YOUR FILE No. .....

31

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS

LANDS BRANCH

VICTORIA, B.C.

November 13th 193 3

Messrs. Wood, Hogg & Bird,

Bank of Toronto Bldg.,

Vancouver, B. C.

Sir:

Please take notice that rental amounting to $ 447.00, on Lease 1409 District, held by you under lease for Foreshore purposes, is due on Oct.1/32 223.50 / 1/33 223.50 / 447.00, 193..., and are requested to provide for payment on an early before that date.

Yours truly,

Thomas Taylor

SUPT. OF LANDS.

L.D. 63—2M-333-2506

(Rat Portage Lbr. Co.)

Blue Sup - 1933

OUR FILE No. 995875

YOUR FILE No

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS
LANDS BRANCH

VICTORIA, B.C.

30th. October 1935

The Ryan, Hibberson Tbr. Co. Ltd.,
Belmont Building,
VICTORIA, B.C.

Sir:

Please take notice that rental amounting to $ 223.50, on Lease #1409 ..... District, held by you under lease for foreshore purposes, ~~bill~~ due on 1st. October, 1935, and you are requested to provide for payment ~~at~~ at an early ~~date~~ date.

Yours truly,

SUPT. OF LANDS.

L.B. 63—5M-635-4468

(Rat Portage Lbr. Co.)

61

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 093673

YOUR FILE No.

DEPARTMENT OF LANDS
LANDS BRANCH

Victoria, B.C.

April 6, , 1937

To Thomsen & Clarke Tbr. Co. Ltd.,

509 Vancouver Block,

Vancouver, B. C.

Dear Sir:

Your letter of , 193

has been received and Receipt No. 24706 G

for $ 223.50 is herewith enclosed.

Being rental foreshore lease #1409 to October

37 expiry date, (for Rat Portage Lumber

)

sent Gov't Agent, New Westminster, B. C.

Yours truly,

Norman Taylor,

SUPT. OF LANDS.

L.B. 75—5m (50)-736-9830

1936-37

OUR FILE No. 095873

YOUR FILE No 4/6

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS

LANDS BRANCH

VICTORIA, B.C.

27th October 1936

Thomsen & Clark Tbr. Co.Ltd.

509 Vancouver Block,

VANCOUVER B.C.

Sir:

Please take notice that rental amounting to $ 223.50, on Foreshore Lease #1409 ~~xxxxxx~~, held by you under lease for purposes, ~~fell~~ due on 1st October, 1936, and I are requested to provide for payment ~~on~~ an early ~~[illegible]~~ date.

Yours truly,

Norman Taylor

SUPT. OF LANDS.

63—5M—635—4468

Bills 5/6/ Oct - 1936

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

42 OUR FILE NO. 095873

YOUR FILE NO.

DEPARTMENT OF LANDS
LANDS BRANCH

Victoria, B.C.

October 8, , 1938

To The Royal Trust Co.,
626 Pender St. West.,
Vancouver, B. C.

Dear Sir:

Your letter of Spetember 28th., 1938
has been received and Receipt No. 67393 G
for $ 223.50 is herewith enclosed.
Being rental on portions of bed of Harrison
er in Sec.27 Tp.3 R.30 W.6.M. to 1st. October
9, for The Rat Portage Lumber Co.
r sent Gov't Agent, New Westminster.

Yours truly,

SUPT. OF LANDS

Rec'd, Oct. 8 - 1938

L.B. 75—5M (50)-637-6711

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

84

OUR FILE NO. 095873

YOUR FILE NO.

DEPARTMENT OF LANDS
LANDS BRANCH

Victoria, B.C.

October 4, , 19 39

To The Royal Trust Company,

626 Pender St. West,

Vancouver, B. C.

Dear Sir:

Your letter of 22nd. September, 19 39

has been received and Receipt No. 98132 G

for $ 223.50 is herewith enclosed.

Being rental on all that portion of the bed of
rison River in Sec.27 Tp.3 Range 30 W.6.M.
1st. October 1940, for The Rat Portage Lumber
Ltd.,
r sent Gov't Agent, New Westminster.

Yours truly,

SUPT. OF LANDS

RECEIPT - 1939

L.B. 75—5M (50)-837-5313

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

86

OUR FILE NO. 095873

YOUR FILE NO.

DEPARTMENT OF LANDS
LANDS BRANCH

Victoria, B.C.

October 9, , 19 40

To The Royal Trust Co.,

626 Pender St. West,

Vancouver, B. C.

Dear Sir:

Your letter of September 23rd., 19 40
has been received and Receipt No. 20495 H
for $ 223.50 is herewith enclosed.
Being rental on all that portion of the bed
Harrison River in Sec.27 Tp.3 Rge.30 W6M
1st. October 1941, for the Rat Portage
ber Co. Ltd.
y sent Gov't Agent, New Westminster.

Yours truly,

Thomas Taylor

SUPT. OF LANDS

Oct 1941 - 1940

L B. 75—5M (50)-989-1414

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

89

OUR FILE NO. 095873

YOUR FILE NO.

DEPARTMENT OF LANDS
LANDS BRANCH

Victoria, B.C.

October 2nd, 1941

To The Royal Trust Company,
626 Pender St., West,
Vancouver, B. C.

Dear Sir:

Your letter of September 22nd 1941
has been received and Receipt No. 50688 H
for $ 223.50 is herewith enclosed.
being rental on all that portion of the bed of
Harrison River in Sec. 27, Tp. 3, Range 30,
W. 6 M., to 1st October 1942.
Copy sent Gov't. Agent, New Westminster.

Yours truly,
Portage Lbr Co
SUPT. OF LANDS.

Release - 1941

...o—5M (50)-1140-7666

THE GOVERNMENT OF THE PROVINCE OF BRITISH F...

101 OUR FILE NO. 095873

YOUR FILE NO.

DEPARTMENT OF LANDS
LANDS BRANCH

Victoria, B.C.

December 8, , 19 42

To The Royal Trust Company,

626 Pender St. West,

Vancouver, B. C.

Dear Sir:

Your letter of November 30th. , 19 42 and
80903-H
has been received and Receipt Nos. 89155-H
are
for $ 223.50 each ~~is~~ herewith enclosed.

Being payment of rental on all that portion of
e bed of Harrison River in Sec.27 Tp.3 R.30
6.M. to 1st. October 1943, for Rat Portage
mber Co. Ltd.,
py sent Gov't Agent, New Westminster.

Yours truly,

SUPT. OF LANDS

B. 75—5M (50)-542-7904

AUGUST - 1942

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

104

OUR FILE No. 095873

YOUR FILE No.

DEPARTMENT OF LANDS
LANDS BRANCH

Victoria, B.C.

September 28, , 19 43

To The Royal Trust Company,

626 Pender St. West,

Vancouver, B. C.

Dear Sir:

Your letter of , 19

has been received and Receipt No. 4901 I

for $ 447.00 is herewith enclosed.

Being rental on all that portion of the Bed of
rrison River in Sec.27 Tp.3 R.30 W.6.M. to
t. October 1944, for Rat Portage Lumber Co.

L.
y sent Gov't Agent, New Westminster.

Yours truly,

SUPT. OF LANDS.

.5—5M (60)-542-7904

Rec'd Oct - 1943

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

109

OUR FILE NO. 095873

YOUR FILE NO.

DEPARTMENT OF LANDS AND FORESTS
LANDS BRANCH

Victoria, B.C.

September 28th, 19 45

To The Rat Portage Lumber Co. Ltd.,
837 Hastings St. West,
Vancouver, B.C.

Dear Sir:

Your letter of September 20th, 19 45.
has been received and Receipt No. 68969 I
for $ 447.00 is herewith enclosed.
- ing rental on portion of bed, Harrison
ver, Sec. 27 Twp. 3 Range 30 W.6.M.
October 1st 1946.
py sent to Gov't Agent, New Westminster.

Yours truly,

C. C. Hopper

Superintendent of Lands

L.B. 75—6M (50)-445-5804 (2)

Page 631
FNR-11-00043

00640

113

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. 095873

YOUR FILE NO.

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH

VICTORIA, B.C.

October 28th, 1946

To Rat Portage Lumber Co.,
837 Hastings St. West.,
Vancouver, B. C.

Dear Sir:

Your letter of 30th September, 1946
has been received and Receipt No. 11593 for
$ 447.00 is herewith enclosed.
Being rental on Portion of Bed, Harrison
River. Sec. 27 Tp.3 Rge. 30 W6M.
To 1st October 1947.

.G.A. New Westminster.

Yours truly,

C.F. Hopper

Superintendent of Lands.

Per

L.B. 75—7M-146-2665 (2)

Receipt - 1946

118

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. 095873

YOUR FILE No. .....

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH

VICTORIA, B.C.

October 9th, 1947.

To The Rat Portage Lbr. Co.,

837 Hastings Street W.,

VANCOUVER, B. C.

Dear Sir:

Your letter of ....., 19....

has been received and Receipt No. 50668 J for

$ 447.00 is herewith enclosed.

Rental on Ptn. of bed, Harrison River, Sec. 27,

Tp. 3, R. 30, W 6 M., to October 1, 1948-Expiry

date.

.C. to Government Agent: New Westminster

Yours truly,

C.S. Hopper

Superintendent of Lands.

Per MRT

L.B. 75—7M-1146-8147 (2)

1947 - 1948

ALL COMMUNICATIONS IN REFERENCE TO LAND MATTERS SHOULD BE ADDRESSED TO THE SUPERINTENDENT OF LANDS

122

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

VICTORIA, B.C.

December 29
1 9 4 8

LANDS BRANCH
DEPARTMENT OF LANDS AND FORESTS

Letter

The Rat Portage Lumber Co. Ltd.
837 Hastings St. West
Vancouver, B.C.

MEMORANDUM

Please refer to File No 095873

Re Portion of the Harrison River bed

DEAR SIR OR MADAM:

This will acknowledge your letter of Dec. 22, 1948 received Dec. 29, 1948, together with enclosure of _____ relative to the above-noted property, which is receiving attention. You will be further advised respecting same at the earliest possible date.

Yours truly,

RC:HGB

C. E. HOPPER,
Superintendent of Lands.

Reg'd - 1948

L.B. 143, page 2—15M-1048-5580 (4)

ALL COMMUNICATIONS IN REFERENCE TO LAND MATTERS SHOULD BE ADDRESSED TO THE SUPERINTENDENT OF LANDS

178

VICTORIA, B.C.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

LANDS BRANCH
DEPARTMENT OF LANDS AND FORESTS

The Rat Portage Lumber Co.,
837 Hastings Street W.,
VANCOUVER, B. C.

24 Sept, 1949.

MEMORANDUM

Please refer to File No. 095873

Re Portions of Harrison River bed, for Booming Ground purposes.

DEAR SIR OR MADAM:

This will acknowledge your letter of 21st Sept., received today, 19....., together with enclosure of $447.00, relative to the above-noted property, which is receiving attention. You will be further advised respecting same at the earliest possible date.

Yours truly,

C. E. HOPPER,
Superintendent of Lands.

JR

B. 148, page 2—15M-1048-5530 (4)

189

12th April, 1950

Messrs Macrae, Montgomery & Macrae,
Bank of Nova Scotia Building,
Vancouver, B.C.

Dear Sirs:

Please refer to File No. 095873
Attention: "LEASES"

Further to my letter of October 19th last relative to the application of the Rat Portage Lumber Company Limited to renew lease for booming ground purposes certain foreshore situated in Harrison River; I would advise that the foreshore in question has recently been surveyed and designated Lot 6151, Group I, N.W.D. containing 31.3 acres, and the notice of acceptance of the said survey appeared in the B.C. Gazette of April 6th, 1950.

A lease will accordingly be issued in favour of the Company upon expiry of the notice gazetting the said survey on the 8th proximo, providing no valid reasons arise to the contrary in the meantime, for a period of 10 years as desired, at the rental of $313.00 per annum for the first 5 years, subject to adjustment for the remaining 5 year term thereof.

The proposed lease will date from the expiry of the former lease, viz., October 1st, 1948, and the same will issue subject to the Navigable Waters Protection Act, cancellation at 90 days' notice, at the discretion of the lessor, and will also contain the two special provisos as recited hereunder:

PROVIDED, also, that upon this lease no longer being used by the said Lessee for booming purposes aforesaid, the same shall forthwith ipso facto determine and all rights of the Lessee hereunder to the said lands and premises shall thereupon cease.
PROVIDED, also, that this demise is granted to and accepted by the said Lessee on the express condition that the demised premises shall be used only by the Lessee for the sole purpose of a booming ground for logs of the Lessee.

The applicant Company has remitted a total sum of $894.00 direct to the Department in support of this transaction, and in the circumstances, preparation of the renewal lease in their favour is being proceeded with, and it is anticipated that the documents will be forwarded for execution at an early date.

The Rat Portage Lumber Company Limited # 731-A
Annual report to 31/12/49 filed 9/3/50

Yours truly,

R.C. Burns
Superintendent of Lands.

NA:JRW

c.c. Government Agent, New Westminster.

ALL COMMUNICATIONS IN REFERENCE TO LAND MATTERS SHOULD BE ADDRESSED TO THE SUPERINTENDENT OF LANDS

198

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

VICTORIA, B.C.

September 26, 1950

LANDS BRANCH
DEPARTMENT OF LANDS AND FORESTS

The Rat Portage Lumber Co. Ltd.
837 West Hastings Street
Vancouver, B. C.

MEMORANDUM

Please refer to File No. 095873

Re ~~Lot 6161, Gp.1, N.W.D.~~

DEAR SIR OR MADAM:

This will acknowledge your ~~letter of~~ ~~remittance of $313.00~~ received ~~Sept 25th~~, 1950, ~~together with enclosure of~~ relative to the above-noted property, which is receiving attention. You will be further advised respecting same at the earliest possible date.

Yours truly,

R. E. BURNS,
Superintendent of Lands.

1 to 1 oct 1951

L.B. 143, page 2—15M-1149-5073 (4)

RENEWAL - 1950

ALL COMMUNICATIONS IN REFERENCE TO LAND MATTERS SHOULD BE ADDRESSED TO THE SUPERINTENDENT OF LANDS

201

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

VICTORIA, B.C.

September 27, 1951

LANDS BRANCH
DEPARTMENT OF LANDS AND FORESTS

The Rat Portage Lumber Co., Ltd.,
837 Hastings Street West
VANCOUVER, B. C.

MEMORANDUM

Please refer to File No. 095873

Re Lot 6151

DEAR SIR ~~OR MADAM~~:

This will acknowledge your letter of September 26, 1951 received September 27, 1951, together with enclosure of $313.00 relative to the above-noted property, which is receiving attention. You will be further advised respecting same at the earliest possible date.

Yours truly,

R. E. BURNS,
Superintendent of Lands.

MB:

10 1 Oct. 1952

H.B. 143, page 2—15M-1149-5073 (4)

ALL COMMUNICATIONS IN REFERENCE TO LAND MATTERS SHOULD BE ADDRESSED TO THE SUPERINTENDENT OF LANDS

211

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

VICTORIA, B.C.

Sept. 11, 1952

LANDS BRANCH
DEPARTMENT OF LANDS AND FORESTS

Timber Division,
Flavelle Cedar Ltd.,
837 West Hastings St.,
Vancouver 1, B. C.

MEMORANDUM

Please refer to File No. 0189397

Re Rental for Booming Ground Lease

DEAR SIR OR MADAM:

This will acknowledge your letter of Sept. 9th received Sept. 10th, 1952, together with enclosure of $ 313.00 relative to the above-noted property, which is receiving attention. You will be further advised respecting same at the earliest possible date.

Yours truly,

R. E. BURNS,
Superintendent of Lands.

SKW

L.B. 143, page 2—15M-1149-5073 (4)

ALL COMMUNICATIONS IN REFERENCE TO LAND MATTERS SHOULD BE ADDRESSED TO THE SUPERINTENDENT OF LANDS

218

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

VICTORIA, B.C.

Sept. 30, 1952

LANDS BRANCH
DEPARTMENT OF LANDS AND FORESTS

Macrae, Montgomery & Macrae
Barristers & Solicitors,
Bank of Nova Scotia Building,
602 West Hastings Street,
Vancouver 2, B. C.

MEMORANDUM

Please refer to File No. 095873

Re Assignment Fee, Lot 6151, Gp. 1, N.W.D.

DEAR SIR OR MADAM:

This will acknowledge your letter of Sept. 27th received Sept. 29th, 1952, together with enclosure of $ 5.00 relative to the above-noted property, which is receiving attention. You will be further advised respecting same at the earliest possible date.

Yours truly,

R. E. BURNS,
Superintendent of Lands.

SKW

L.B. 143, page 2—15M-1149-5073 (4)

ALL COMMUNICATIONS IN REFERENCE TO LAND MATTERS SHOULD BE ADDRESSED TO THE SUPERINTENDENT OF LANDS

218

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

VICTORIA, B.C.

Sept. 30, 1952

LANDS BRANCH
DEPARTMENT OF LANDS AND FORESTS

Macrae, Montgomery & Macrae
Barristers & Solicitors,
Bank of Nova Scotia Building,
602 West Hastings Street,
Vancouver 2, B. C.

MEMORANDUM

Please refer to File No. 095873

Re Assignment Fee, Lot 6151, Gp. 1, N.W.D.

DEAR SIR OR MADAM:

This will acknowledge your letter of Sept. 27th received Sept. 29th, 1952, together with enclosure of $ 5.00 relative to the above-noted property, which is receiving attention. You will be further advised respecting same at the earliest possible date.

Yours truly,

R. E. BURNS,
Superintendent of Lands.

SKW

L.B. 143, page 2—15M-1149-5073 (4)

ALL COMMUNICATIONS IN REFERENCE TO LAND MATTERS SHOULD BE ADDRESSED TO THE SUPERINTENDENT OF LANDS

223

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

VICTORIA, B.C.

Sept. 10, 1953

LANDS BRANCH
DEPARTMENT OF LANDS AND FORESTS

Timber Division,
Fineville Cedar Ltd.,
837 West Hastings St.,
VANCOUVER 1, B. C.

MEMORANDUM

Please refer to File No. ~~005873~~

Re ~~Lot 6151, Gp. 1, N.W.D.~~

DEAR SIR OR MADAM:

This will acknowledge your letter of ~~Sept. 9th~~ received ~~Sept. 10th~~, 19~~53~~, together with enclosure of ~~$ 313.00~~ relative to the above-noted property, which is receiving attention. You will be further advised respecting same at the earliest possible date.

Yours truly,

R. E. BURNS,
Superintendent of Lands.

SKW

L.B. 143, page 2—10M-1051-9216 (4)

Reminder 1954

To 1 Oct 1954

00651

221

FILE NO: 095873

(1st) 5 YEAR REVIEW OF LEASE

LOCATION: Harrison River

LESSEE: Flavelle Cedar Ltd.

AREA LEASED: Lot 6151 Gp.1 N.W.D.

ACREAGE: 31.3

PURPOSE: Booming ground

LEASE DATED: 1-10-48 TERM: 10 yrs.

CURRENT ANNUAL RENTAL: $31.00 DATE OF INCREASE: Nil

PAID TO: 1-10-57

ROYALTY:

MATERIAL REMOVED: PAID TO:

Rental set at prevailing minimum of $10.00 per acre

Recommendation this review, dated 10/9/53 as hereunder

No increase - prevailing rate

Asst. R. Lorraine
Superintendent of Lands

Noted:

.....by.....

ALL COMMUNICATIONS IN REFERENCE TO LAND MATTERS SHOULD BE ADDRESSED TO THE SUPERINTENDENT OF LANDS

223

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

VICTORIA, B.C.

Sept. 10, 1953

LANDS BRANCH
DEPARTMENT OF LANDS AND FORESTS

Timber Division,
Flevelle Cedar Ltd.,
837 West Hastings St.,
VANCOUVER 1, B. C.

MEMORANDUM

Please refer to File No. ~~005873~~

Re ~~Lot 6151, Gp. 1, N.W.D.~~

DEAR SIR OR MADAM:

This will acknowledge your letter of ~~Sept. 9th~~ received ~~Sept. 10th~~, 19~~53~~, together with enclosure of ~~$ 313.00~~ relative to the above-noted property, which is receiving attention. You will be further advised respecting same at the earliest possible date.

Yours truly,

R. E. BURNS,
Superintendent of Lands.

SKW

to 1 Oct 1954

L.B. 143, page 2—10M-1051-9216 (4)

225

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

No. 095873

DATE Sept. 28/54

DEPARTMENT OF LANDS AND FORESTS
LANDS SERVICE ACCOUNTING DIVISION, VICTORIA, B.C.

Flavelle Cedar Limited,
837 Hastings St. W.,
VANCOUVER, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 3919 N
for $ 313.00 re lease covering rental on lot
6151, Group 1, N.W.D.
To: October 1, 1955.

C.C. to Government Agent: New Westminster 57746

Yours truly,

CHIEF ACCOUNTANT,

Per JCMitw

L.B. 75—12M-354-8055 (4)

L.B. 63

DEPARTMENT OF LANDS AND FORESTS
LANDS BRANCH, VICTORIA, B.C.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

OUR LEDGER 001. FOLIO B-6 FILE NO. 095873

DATE SEP 23 1954

PLEASE RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT

DEPT. OF LANDS & FORESTS
Lands Service
SEP 27 1954
Lands Branch
VICTORIA, B.C.

Flavelle Cedar Ltd.,
837 Hastings St. W.,
Vancouver, B.C.

2637458

PLEASE BE REMINDED THE LEASE AGREEMENT RE Lot 6151, Group 1, N.W.D. ISSUED FOR booming ground PURPOSES REQUIRES A FURTHER RENTAL PAYMENT OF $ 313.00 PAYABLE ON OR BEFORE October 1 19 54 (AGREEMENT EXPIRES IN 19 58)

RECEIVED

YOURS TRULY,
SUPERINTENDENT OF LANDS,
PER LANDS ACCOUNTS JCMitw

SEP 27 1954
$313.00

To 1 Oct 1955

REVENUE

▶ IF YOU RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT ◀
NO LETTER WILL BE NECESSARY - IT WILL ALSO ASSIST US IN PROVIDING A SPEEDY REPLY.

NOTE: IF PAYMENT HAS ALREADY BEEN FORWARDED KINDLY DISREGARD THIS NOTICE.

IF PAYMENT IS NOT NOW POSSIBLE PLEASE ADISE BY RETURN MAIL.

1ST NOTICE - ADVICE OF LEASE RENTAL, SOON PAYABLE.
— RETURN THIS COPY WITH YOUR PAYMENT —

DEPARTMENT OF LANDS AND FORESTS
LANDS BRANCH – VICTORIA, B.C.

226

OUR LEDGER October FOLIO B-6 FILE NO. 095873 DATE SEP 13 1955

PLEASE RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT

Flavelle Cedar Ltd.,
837 Hastings Street, West,
Vancouver, B.C.

DEPT. OF LANDS & FORESTS
Lands Branch
SEP 26 1955
VICTORIA, B.C.

26892 12

Please be reminded the lease agreement re Lot 6151, Gp.1, N.W.D. Issued for booming ground

RECEIVED
SEP 26 1955

Purposes requires a further rental payment of $ 313.00 Payable on or

1 October 195 5 (Agreement expires in 19 56)

313.00

YOUR TRULY,
SUPERINTENDENT OF LANDS

PER LANDS ACCOUNT BY: BCM:WMF

To 1 Oct. 1956

REVENUE SEP

IF YOU RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT
NO LETTER WILL BE NECESSARY - IT WILL ALSO ASSIST US IN PROVIDING A SPEEDY REPLY

IF PAYMENT HAS ALREADY BEEN FORWARDED KINDLY DISREGARD THIS NOTICE.

IF PAYMENT IS NOT NOW POSSIBLE PLEASE ADVISE BY RETURN MAIL.

1ST NOTICE - ADVICE OF LEASE RENTAL, SOON PAYABLE.
– RETURN THIS COPY WITH YOUR PAYMENT –

Blue Slip - 1955

DEPARTMENT OF LANDS AND FORESTS
LANDS BRANCH – VICTORIA, B.C.

243

OUR LEDGER October FOLIO R-6 FILE NO. 095873 DATE SEP 6 1956

PLEASE RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT

Canadian Collieries (Dunsmuir) Ltd.,
1433 Marine Bldg.,
355 Burrard St.,
Vancouver, B.C.

DEPT. OF LANDS & FORESTS
Lands Service
SEP 27 1956
2738
Lands Branch
VICTORIA, B.C.

Please be reminded the lease agreement re Lot 6191, Gp.1, N.W.D. issued for booming ground

Purposes requires a further rental payment of $ 313.00 Payable on or

1 October 1956 (Agreement expires in 19 58)

YOUR TRULY.
SUPERINTENDENT OF LANDS

PER LANDS ACCOUNT JCM:WMB

REVENUE SEP 3 - 1956
REVENUE OCT 1 - 1956

YOU RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT
LETTER WILL BE NECESSARY - IT WILL ALSO ASSIST US IN PROVIDING A SPEEDY REPLY.

AYMENT HAS ALREADY BEEN FORWARDED
LY DISREGARD THIS NOTICE.

IF PAYMENT IS NOT NOW POSSIBLE
PLEASE ADVISE BY RETURN MAIL.

1 Oct 1957

1ST NOTICE ADVICE OF LEASE RENTAL SOON PAYABLE.
– RETURN THIS COPY WITH YOUR PAYMENT –

Blue Slip - 1956

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

246

OUR LEDGER October FOLIO R-6 FILE NO. 095873 DATE SEP 6 1957

PLEASE RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT

DEPT. OF LANDS & FORESTS
Lands Service
SEP 30 1957
Lands Branch
VICTORIA, B.C.

Canadian Collieries (Dunsmuir) Ltd.,
1433 Marine Building,
355 Burrard Street,
Vancouver, B.C.

2785499

Please be reminded the lease agreement re Lot 6151, Gp.1, N.W.D.

Issued for booming ground

Purposes requires a further rental payment of $ 313.00 Payable on or

RECEIVED

Before 1 October 195 7 (Agreement expires in 19 58)

YOURS TRULY,
CHIEF ACCOUNTANT

PER JCM:WMF

SEP 30 1957 313 00

1 Oct 1958 Expiry date

YOU RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT

LETTER WILL BE NECESSARY - IT WILL ALSO ASSIST US IN PROVIDING A SPEEDY REPLY

AYMENT HAS ALREADY BEEN FORWARDED
DLY DISREGARD THIS NOTICE.

IF PAYMENT IS NOT NOW POSSIBLE
PLEASE ADVISE BY RETURN MAIL.

TO REMIT

1ST NOTICE - ADVICE OF LEASE RENTAL SOON PAYABLE.
— KEEP THIS STATEMENT FOR YOUR RECORDS —

L.B. 63

1581-1957

260

This Indenture,

made the 1st day of October, A.D. 19 48, BETWEEN His Majesty the King, represented by the Minister of Lands and Forests for the Province of British Columbia (hereinafter called "the said Lessor"), of the one part, AND

THE RAT PORTAGE LUMBER COMPANY LIMITED

(hereinafter called "the said Lessee") of the other part,

WITNESSETH that His Majesty, under and by virtue of all powers him thereto enabling, doth hereby demise unto the said lessee, its successors, executors, administrators and assigns, ALL that piece of land situate, lying, and being in

Group 1
New Westminster District

and being composed of

Lot 6151

containing in the aggregate 31.3 acres, more or less, with the appurtenances.

TO HOLD the same premises unto the said Lessee its successors, executors, administrators and assigns, ~~as a~~ for booming ground purposes for the term of ten years from the day of the date hereof, determinable, nevertheless, as hereinafter provided.

YIELDING and paying therefor unto His Majesty, in advance, yearly and every year, the rent of $313.00 per annum for the first five years, and thereafter subject to adjustment by the Lessor for each successive five-year period, and that payable on or before the 1st day of October in each year at the office of the Minister of Lands and Forests at the City of Victoria, and whether demanded or not. And the said Lessee, for itself, its successors, heirs, executors, and assigns, hereby covenant with the said Lessor, his successors and assigns, punctually to pay the said rent at the respective times and in the manner aforesaid. AND also will pay all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged or hereafter to be charged upon the said demised premises or any part thereof, or upon the rent thereof or any part thereof, or upon the said Lessor, his successors, or assigns, in respect thereof. AND to observe all and singular the provisions of the Land Laws for the time being of the said Province, and not to assign or sublet this lease or the privileges and rights hereby conferred, or any part thereof respectively, without the written consent of the Minister of Lands and Forests, thereto first had and obtained. PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this demise, or any matter or thing connected with any provisions herein contained, or the interpretation thereof, the same shall be settled finally, without appeal,

by the said Minister of Lands and Forests or other person duly authorized by the said Minister of Lands and Forests in that behalf. PROVIDED also that in case of neglect or default of the said Lessee [redacted] executors, administrators and assigns, to observe, pay, or fulfil any, or any part of any, covenant, provis stipulation, or payment in this Indenture contained or referred to, it shall be lawful for the said Lessor, his successor or assigns, *without further notice than a notification in writing by the said Minister of Lands and Forests, addressed to the Lessee at his last-known place of residence, and sent to him in a registered post letter bearing said address,* absolutely to forfeit all or any portions of the said premises as in such notification shall be specified, and all of the rights and privileges hereby conferred or expressed so to be from time to time in any such notification, and thereupon this demise shall at once (as to the part so specified only) be absolutely void and of none effect as if it had never been made. PROVIDED that, in the construction of this lease, rent not paid in advance shall be for all purposes deemed to be rent in arrear, and carry with it all the incidents and remedies attaching by law to rent in arrear, and the said rent, and each instalment thereof, shall be deemed overdue if not paid at the time in that behalf hereinbefore in that behalf appointed, and that without demand. PROVIDED also that any assignment by operation of any law of Bankruptcy or Insolvency of the premises and privileges hereby conferred shall of itself be a forfeiture of such premises and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the said Lessor against the said Lessee by reason of any breach of any of the provisions herein contained. PROVIDED also that this demise is granted to and accepted by the said Lessee on the express condition that the demised premises shall be used only by the Lessee for the sole purpose of a booming-ground for logs of the Lessee . PROVIDED also that upon this lease no longer being used by the said Lessee for booming purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the said lands and premises shall thereupon cease. PROVIDED also that this lease is issued and accepted subject to cancellation on ninety days' notice at the discretion of the Lessor.

And the Lessee covenants to enter forthwith upon the demised premises and make reasonable and diligent use of the same during the term hereof for the purpose aforesaid.

~~The Lessee covenants that no Chinese or Japanese shall be employed on any work carried out on the demised premises. PROVIDED always that nothing in this clause contained shall affect any Treaty now existing between Great Britain and any other country or countries, or any Treaty which may hereafter be entered into between Great Britain and any other country or countries, and which may be hereafter sanctioned and declared to have the force of law in Canada.~~

H.D.F. F.W.T.

NOTWITHSTANDING anything herein contained, the demised premises shall at all times hereafter be subject to all rights of Free Miners under the Mining Laws of the Province for the time being.

H.D.F. F.W.T.

The Lessee covenants that no person of the Chinese race or of the Japanese race who is not a Canadian citizen, shall be employed on any work carried out on the demised premises.

H.D.F. F.W.T.

Provided, also, that this lease is subject to the "Navigable Waters Protection Act," being Chapter 140, Revised Statutes of Canada 1927 and amendments.

363.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered by the within-named Minister of Lands and Forests in the presence of

Deputy Minister of Lands

Signed, sealed and delivered by the within-named in the presence of

THE CORPORATE SEAL OF THE RAT PORTAGE LUMBER COMPANY LIMITED was hereunto affixed in the presence of

~~Signed, sealed and delivered by the within-named~~

Fred Flavelle president

Signed, sealed and delivered by the within-named in the presence of

Mng. Director

LEASE

Dated October 1st, 19 53

MINISTER OF LANDS
AND FORESTS

TO

THE BAY PORTAGE LUMBER COMPANY LIMITED

For booming ground

purposes.

Term 10 years.

Rental, $ 313.00 per annum

District of Group 1
New Westminster

Lot or Section Lot 6151

File No. 095873

L.B. 8—538-448-2223

Leased unto Clarence Cedar Limited, September 8, 1952, assigned unto Canadian Collieries (Nanaimo) Limited - Code 83, page.

00661

262

Traced by

Compared by

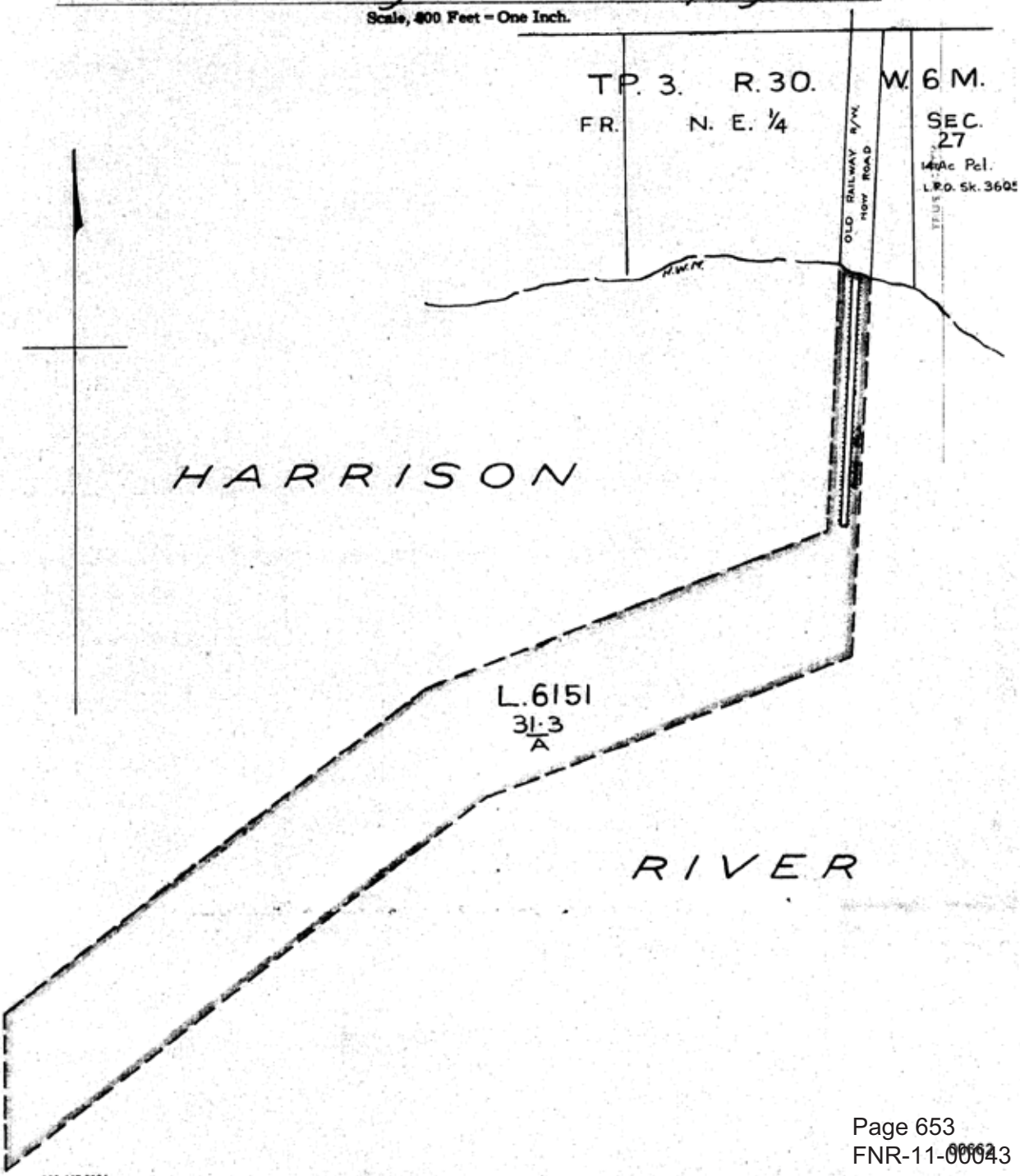
British Columbia

Crown Grant No.

NEW WESTMINSTER DISTRICT, G. 1.

The Rat Portage Lumber Company Limited

Scale, 400 Feet = One Inch.



150-447-3104

268

SEP 8 1958

LOG STORAGE AND BOOMING GROUNDS
FRASER RIVER - YALE TO PITT RIVER
A P P R A I S A L R E P O R T

G. A. File : 57746
Request No.: 11897
Victoria File No.: 095873
District File No.: F. 6151, Grp.1,

Name of Lessee: Canadian Collieries Resources Limited
Legal Description: F. 6151, Group 1, N.W.D.
Acreage: 31.3 Acres.

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes. Costly rock and gravel fill out into Harrison River leads to log dumping site.	10	4
2. Hazards of the Site		
(a) Wind Occasional west wind in summer sometimes stops booming on lower end of ground.	5	4
(b) Effect of current or tides (silting or rapid flow) Freshet water does not hinder operation - some silting in front of dump and on parts of lower end of ground.	15	12
3. Period Usable		
(a) ____ acs.= ____% area usable 12 mths.=84 x ____% = ____		
(b) ____ acs.= ____% area usable 11 mths.=77 x ____% = ____		
(c) ____ acs.= ____% area usable 10 mths.=70 x ____% = ____		
(d) 26.1 acs.= 83.5% area usable 9 mths.=63 x 83.5% = 52.6		
(e) ____ acs.= ____% area usable 8 mths.=56 x ____% = ____		
(f) ____ acs.= ____% area usable 7 mths.=49 x ____% = ____		
(g) ____ acs.= ____% area usable 6 mths.=42 x ____% = ____		
(h) ____ acs.= ____% area usable 5 mths.=35 x ____% = ____		
(i) ____ acs.= ____% area usable 4 mths.=28 x ____% = ____		
(j) ____ acs.= ____% area usable 3 mths.=21 x ____% = ____		
(k) 1.4 acs.= 4.5% area usable 2 mths.=14 x ____% = .6		
(l) ____ acs.= ____% area usable 1 mth. = 7 x ____% = ____		
(m) 3.8 acres unusable		
31.3 = total acres Total Rating--Period Usable	84	53
4. Economic Conditions		
(a) Proximity to mill or market F.O.B. Pitt River 45 miles. 1 to 30 miles--no adjustment; over 30 miles--deduct 4 points for each additional 10 mile distance	20	14
(b) Value of Lease to the Company		
1. Availability of alternate sites Available but not as good or convenient.	10	8
2. Value of lease to the operation		
(a) Dumping and booming up to 30 points; (b) Storage 20 points; (c) Transit 15 points — An essential ground for timber now being logged by Can. For. Prod.	30	30
3. Amenities and accessibility Excellent.	5	5
(c) Cost of developing and maintaining Approach and log dump costly to construct; maintenance costs above average.	16	4
5. Upland Ownership		
Allow 5 points if upland owned by Crown Upland private. Allow 0 points if upland privately owned or leased	5	0
TOTAL	200	134

L3/

Appraised value = $ 323. per acre.

Total value = $ 323. per acre × 31.3 total acreage = $ 10,110.

Lease rental at 5% of appraised value is $ 505.50 per annum.

Lease rental per acre per annum is $ 16.15

Remarks: Canadian Collieries Resources Limited timber holdings in this area are being logged by Canadian Forest Products Limited, who use this booming ground. Recommend that the lease be renewed for a further 5 years at a rental of $505.50 per annum.

Date Inspected September 5, 1958.

A. Smith
Land Inspector
A. F. Smith.

278

VICTORIA, B.C.

November 4, 1958

DEPARTMENT OF LANDS AND FORESTS
LANDS SERVICE ACCOUNTING DIVISION

Canadian Collieries Resources Limited
566 Hornby Street
Vancouver 1, B. C.

MEMORANDUM

Please refer to File No. ~~085073~~ 0?5?3

Re Booming Ground Lease - Lot 6151

DEAR SIR OR MADAM:

This will acknowledge your letter of October 23, 1958 received October 27, 19 58, together with enclosure of $197.50 relative to the above-noted property, which is receiving attention. You will be further advised respecting same at the earliest possible date.

Yours truly,

S. G. Wilson
Chief Accountant.

JCM:JH L.B. 226– 0

00664

cc: Land Commissioner, Court House, New Westminster, B.C. File 57746
Land Inspector, Court House, New Westminster, B.C. Req. 11897
Provincial Assessor, New Westminster, B.C.
Municipal Assessor, Corporation of District of Kent, Agassiz, B.C.

October 7, 1958.

275

Canadian Collieries Resources Limited,
566 Hornby Street,
Vancouver, B.C.

Our file 085873
Attention: Leases

Dear Sirs:

With reference to your application to renew the lease covering Lot 6151, Group 1, New Westminster District, for booming ground and log storage purposes, I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of 5 years subject to renewal for a further period of 5 years, to date from 1st October 1958.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Department of Public Works of Canada, and subject to cancellation on 90 days notice at the discretion of the Lessor.

The following special provisos will also be incorporated:-

"The Lessee covenants to abide by and comply with all lawful by-laws, rules and regulations of every Municipality or other authority which in any manner relate to or affect the said premises.

Provided, also, that this demise is granted to and accepted by the said lessee on the express condition that the demised premises shall be used only by the Lessee for the sole purpose of a booming ground and log storage for logs of the Lessee.

Provided, also, that upon this lease no longer being used by the said lessee for booming and log storage purposes aforesaid, the same shall forthwith ipso facto determine and all rights of the Lessee hereunder to the said lands and premises shall thereupon cease."

The rental has been established at the rate of $505.50 per annum for the first 5 years and thereafter subject to review and adjustment of rental at the discretion of the Lessor for the succeeding 5 year period. Upon receipt of the sum of $197.50 being the balance of the first year's rental plus the statutory lease fee of $5.00, which monies are required to be submitted within 30 days from this date, preparation of the proposed lease will be proceeded with.

Yours truly,

C.T.W. HYSLOP,
Superintendent of Lands.

SGE:LN

278

VICTORIA, B.C.

November 4, 1958

DEPARTMENT OF LANDS AND FORESTS
LANDS SERVICE ACCOUNTING DIVISION

Canadian Collieries Resources Limited
566 Hornby Street
Vancouver 1, B. C.

MEMORANDUM

Please refer to File No. 095873 ~~085873~~

Re Booming Ground Lease - Lot 6151

DEAR SIR OR MADAM:

This will acknowledge your letter of October 23, ~~1958~~ received October 27, 19 58, together with enclosure of $197.50 relative to the above-noted property, which is receiving attention. You will be further advised respecting same at the earliest possible date.

Yours truly,

S.G. Wilson
Chief Accountant.

JCM:JH L.B. 226– o

Draft Lease

cc: Land Commissioner, Court House, New Westminster, B.C.
Land Inspector, Court House, New Westminster, B.C. Req. 11897
Provincial Assessor, Court House, New Westminster, B.C.
Municipal Assessor, Corporation of District of Kent, Agassiz, B.C.

284

January 22, 1959.

Canadian Collieries Resources Limited,
566 Hornby Street,
Vancouver 1, B.C.

Your File:

Our File: 095873

Attention: Leases

Dear Sir:

Referring to your letter of January 2, 1959, I enclose herewith lease covering Lot 6151, Group 1, New Westminster District

in the name of your company

dated October 1, 1958, containing 31.3 acres and issued for a period of 5 years, for booming ground and log storage purposes, at the rental of $ 505,00 per annum, duly executed by the Deputy Minister of Lands, together with General Receipt No. 45217 for $ 510.00 being lease fee and rental in this connection. to October 1, 1959.

Yours truly,

C.T.W. HYSLOP,
Superintendent of Lands.

lm
Encs.

844.

ENTERED in Land Register
Initial

296

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 095873

DATE Sept 21, 1962

DEPARTMENT OF LANDS AND FORESTS
LANDS SERVICE ACCOUNTING DIVISION, VICTORIA, B.C.

Canadian Collieries Resources Ltd.
566 Hornby Street
Vancouver 1, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 5129 H
for $ 525.50 *re* lease covering rental on
Lot 6151, Gp. 1, N.W.D.
To 1 Oct. 1963

to Government Agent: New Westler - File: 57746

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per BJT

L.B 75—0

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

295

LEASE ACCOUNT

NOV 10 1962

OUR LEDGER Oct; FOLIO C-52 FILE No. 095873 DATE _____ 19__

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Canadian Collieries Resources Ltd.,
566 Hornby Street,
Vancouver 1, B. C.

Please be reminded your lease of Lot 6151, Gp.1, N.W.D.

requires a further rental payment of $ 505.50 due before Oct:1 1962

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

DEPARTMENTAL COMPTROLLER

PER zmb

2ND NOTICE - MAY WE SOON EXPECT YOUR CHEQUE, PLEASE.

— KEEP THIS STATEMENT FOR YOUR RECORDS —

294

VOUCHER NO.	VENDOR NAME & INVOICE NO.	DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	MINISTER OF FINANCE Lease of Lot 6151 (Can. Collieries). File (2-5-1).	12-9	$ 505.50 DEPT. OF LANDS FORESTS AND WATER RESOURCES LANDS SERVICE SEP 13 1962 MAIL ROOM VICTORIA, B. C.	095873 TO REVENUE SEP 13 1962 3074776	$ 505.50 505.50

PLEASE DETACH BEFORE PRESENTING

293

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 095873

DATE Sept 26/1961

DEPARTMENT OF LANDS AND FORESTS
LANDS SERVICE ACCOUNTING DIVISION, VICTORIA, B.C.

Canadian Collieries Resources Ltd.,
566 Hornby Street
Vancouver 1, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 47444X
for $ 505.50 *re* lease covering rental on
Lot 6151, Gp.1, N.W.D. to Oct.1/1962

C.C. to Government Agent: New West'r - File:57746

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per amb

L.B. 75— 0

292

VOUCHER NO.	VENDOR NAME & INVOICE NO.	DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	Minister of Finance, Department of Lands & Forests Lease of Lot 6151, due Oct.1/61 - Can.Collieries -	21/9/61	$ 505.50	3014699	$ 505.50

DEPT. OF LANDS & FORESTS
LANDS SERVICE
SEP 22 1961
MAIL ROOM
VICTORIA, B. C.

PLEASE DETACH BEFORE PRESENTING

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

291

LEASE ACCOUNT

SEP 10 1961

OUR LEDGER Oct: FOLIO C-52 FILE No. 095873 DATE _____ 19____

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Canadian Collieries Resources Ltd.,
566 Hornby St.,
VANCOUVER 1, B. C.

3014699

DEPT. OF LANDS & FORESTS
LANDS SERVICE
SEP 22 1961
MAIL ROOM
VICTORIA, B. C.

Please be reminded your ~~lease of Lot 6151, Gp.1, N.W.D.~~

requires a further rental payment of $ 505.50 due before Oct: 1 19 61

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

DEPARTMENTAL COMPTROLLER

PER _____

To 1 Oct 1962

RECEIVED SEP 22 1961

TO REVENUE SEP 22 1961 505.50

1ST NOTICE - ADVICE OF LEASE RENTAL, SOON PAYABLE.

L.R. 6 — RETURN THIS COPY WITH YOUR PAYMENT —

290

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 095873

DATE Sept: 26/60

DEPARTMENT OF LANDS AND FORESTS
LANDS SERVICE ACCOUNTING DIVISION, VICTORIA, B.C.

Canadian Collieries Resources Ltd.

566 Hornby Street

Vancouver 1, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 47829C

for $ 505.50 *re* lease covering rental on

Lot 6151, Gp.1, NWD

To October 1, 1961

C.C. to Government Agent: New West'er - File: 57746

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per JCM:JH

L.B. 75— 0

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

289 LANDS BRANCH — VICTORIA, B.C.

OUR LEDGER Oct: FOLIO C-52 FILE No. 095873 DATE SEP. 10.1960

PLEASE RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT

Canadian Collieries Resources Ltd.,
566 Hornby Street,
VANCOUVER 1, B. C.

2943977

Please be reminded the lease agreement re ~~Lot 6151, Gp.1, N.W.D.~~

Issued for ~~booming ground and log storage~~

Purposes requires a further rental payment of $ 505.50 Payable on or

Before ~~Oct: 1~~ ~~1960~~ (Agreement expires in 19 ~~63~~)

SEP 23 1960

505.50

DEPARTMENTAL CONTROLLER

To 1 Oct. 1961

PER

TO REVENUE

▶ IF YOU RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT ◀

NO LETTER WILL BE NECESSARY - IT WILL ALSO ASSIST US IN PROVIDING A SPEEDY REPLY

NOTE: IF PAYMENT HAS ALREADY BEEN FORWARDED KINDLY DISREGARD THIS NOTICE.

IF PAYMENT IS NOT NOW POSSIBLE PLEASE ADVISE BY RETURN MAIL.

1ST NOTICE - ADVICE OF LEASE RENTAL, SOON PAYABLE.

B. 63 — RETURN THIS COPY WITH YOUR PAYMENT —

287

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 095873

DATE Sept:25/59

DEPARTMENT OF LANDS AND FORESTS
LANDS SERVICE ACCOUNTING DIVISION, VICTORIA, B.C.

Canadian Collieries Resources Ltd.
566 Hornby Street
Vancouver 1, B. C.

Dear Sir:

Enclosed herewith is our Receipt No. 69548 A
for $ 505.50 *re* lease covering rental on
Lot 6151, Gp. 1, N. W. D.

To October 1, 1960

C.C. to Government Agent: New Westler - File: 57746

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per JCM:JH

L.B. 75—0

288

REMITTANCE ADVICE — DETACH BEFORE DEPOSITING

Lease on Lot 6151 Due Oct.1,1960

CANADIAN FOREST PRODUCTS LTD.

HARRISON MILLS LOGGING DIVISION

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

284

OUR LEDGER Oct: FOLIO C-52 FILE No. 095873 DATE SEP 15 1959

PLEASE RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT

Canadian Collieries Resources Ltd.,
566 Hornby Street,
VANCOUVER 1, B. C.

2887621

Please be reminded the lease agreement re Lot 6151, Gp.1, N.W.D.

Issued for booming ground etc

Purposes requires a further rental payment of $ 505.50 Payable on or

Before Oct: 1 1959 (Agreement expires in 19 75)

DEPARTMENTAL CONTROLLER

30.10.60 PER

IF YOU RETURN THE COPY OF THIS ADVICE WITH YOUR PAYMENT

NO LETTER WILL BE NECESSARY - IT WILL ALSO ASSIST US IN PROVIDING A SPEEDY REPLY

NOTE: IF PAYMENT HAS ALREADY BEEN FORWARDED KINDLY DISREGARD THIS NOTICE.

IF PAYMENT IS NOT NOW POSSIBLE PLEASE ADVISE BY RETURN MAIL.

1ST NOTICE - ADVICE OF LEASE RENTAL, SOON PAYABLE.

L.B. 63 — RETURN THIS COPY WITH YOUR PAYMENT —

PLEASE DETACH BEFORE DEPOSITING CHEQUE

285

REMITTANCE VOUCHER

4899

DATE	VOUCHER No.	INVOICE No.	INVOICES	CODE	DEDUCTIONS	BALANCE
			Annual Rental - Lease Lot 6151, G.P.I. N.W.D. for year ending Oct.1/60			
SEP 18'59	4,899		505.50	1		505.50

DEPT. OF LANDS ... Lands Service ...

Canadian Collieries Resources Limited

324

SCHEDULE "A"

This Indenture, made the 1st day of October, A.D. 1958, BETWEEN Her Majesty the Queen (hereinafter called the "Lessor," represented herein by her Minister of Lands and Forests for the Province of British Columbia), of the one part, AND

Canadian Collieries Resources Limited

(hereinafter called the "Lessee," which term when hereinafter used shall include the Lessee and the heirs, executors, administrators, and assigns of the Lessee, and to a Corporation, its successors, and assigns) of the other part.

WITNESSETH that Her Majesty under and by virtue of all powers thereto enabling, doth hereby demise unto the Lessee, ALL that tract or parcel of foreshore, or land covered by water, lying within

Group 1, New Westminster District

and being described as follows:—

Lot 6151

and more particularly shown on the map or plan hereunto annexed and thereon coloured red, containing in the aggregate 31.3 acres, more or less, with the appurtenances.

TO HOLD the same premises unto the said Lessee for booming ground and log storage purposes for the term of five years from the day of the date hereof, determinable, nevertheless, as hereinafter provided.

subject to renewal for a further period of five years and to adjustment of rental at the discretion of the Lessor

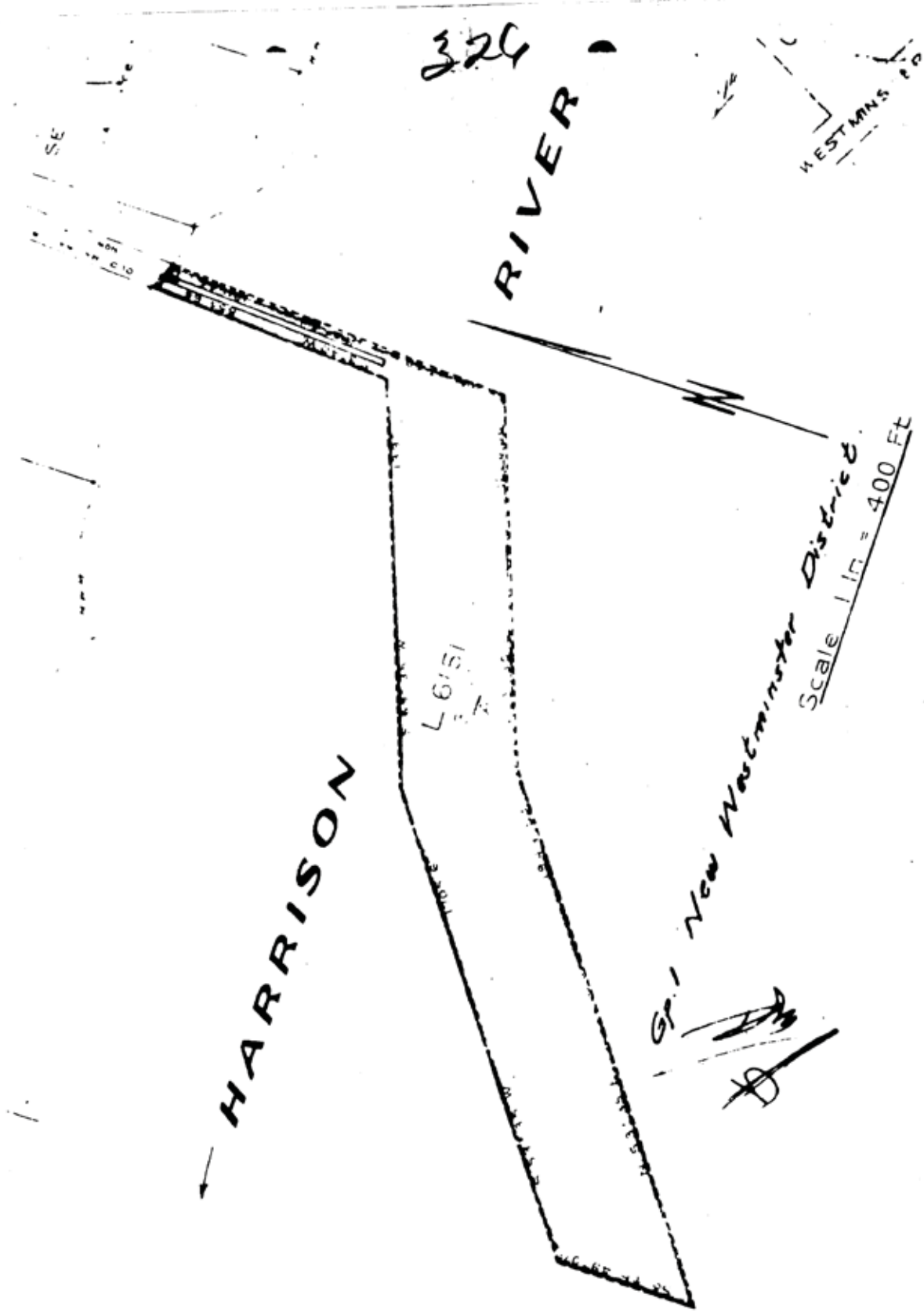
YIELDING and paying therefor unto Her Majesty, in advance, yearly and every year, the rent of $505.50 per annum for ~~the first five years, and thereafter subject to adjustment by the Lessor for each successive five-year period~~, and that payable on or before the 1st day of October in each year at the office of the Minister of Lands and Forests at the City of Victoria, and whether demanded or not. And the said Lessee hereby covenants with the said Lessor, her successors and assigns, punctually to pay the said rent at the respective times and in the manner aforesaid. AND also will pay all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged or hereafter to be charged upon the said demised premises or any part thereof, or upon the rent thereof or any part thereof, or upon the said Lessor, her successors, or assigns, in respect thereof. AND to observe all and singular the provisions of the Land Laws for the time being of the said Province, and not to assign or sublet this lease or the privileges and rights hereby conferred, or any

part thereof respectively, without the written consent of the Minister of Lands and Forests, thereto first had and obtained, the said consent to be subject to such terms and conditions as he may determine: PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this demise, or any matter or thing connected with any provisions herein contained, or the interpretation thereof, the same shall be settled finally, without appeal, by the said Minister of Lands and Forests, or other the person duly authorized by the said Minister of Lands and Forests in that behalf: PROVIDED also that in case of neglect or default of the Lessee to observe, pay, or fulfil any, or any part of any covenant, condition, stipulation, or payment in this Indenture contained or referred to, it shall be lawful for the Lessor *without further notice than a notification in writing mailed by prepaid registered post, by the said Minister of Lands and Forests, addressed to the Lessee at his last-known place of residence, or its Registered Office or chief place of business in the Province, or by a like notice posted up in a conspicuous place on the premises covered by the lease*, absolutely to forfeit all or any portions of the said premises as in such notification shall be specified, and all of the rights and privileges hereby conferred or expressed so to be from time to time in any such notification, and thereupon this demise shall at once (as to the part or parts so specified only) be absolutely void and of none effect as if it had never been made, and that without any actual re-entry on the part of the Lessor, or other proceeding whatever: PROVIDED that in the construction of this lease rent not paid in advance shall be for all purposes deemed to be rent in arrear, and carry with it all the incidents and remedies attaching by law to rent in arrear, and the said rent, and each instalment thereof, shall be deemed overdue if not paid at the time hereinbefore in that behalf appointed, and that without demand: PROVIDED also that any assignment by operation of any law of Bankruptcy or Insolvency or any assignment for the benefit of creditors of the Lessee of the premises and privileges hereby conferred shall of itself be a forfeiture of such premises and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the provisions herein contained: PROVIDED also that this demise is granted to and accepted by the said Lessee on the express condition that the demised premises shall be used only by the Lessee for the sole purpose of booming ground and log storage for logs of the Lessee: PROVIDED also that upon this lease no longer being used by the said Lessee for booming ground and log storage purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the said lands and premises shall thereupon cease: PROVIDED also that this lease is issued and accepted subject to cancellation on ninety days' notice at the discretion of the Lessor.

And the Lessee covenants to enter forthwith upon the demised premises and make reasonable and diligent use of the same during the term hereof for the purpose aforesaid.

That the premises hereby demised shall be subject to all rights of free miners under the Mining Laws of this Province for the time being.

PROVIDED also that this lease is subject to the "Navigable Waters Protection Act," being chapter 193, "Revised Statutes of Canada, 1952," and amendments



NOTE —If Lessee is a copartnership, the instrument must be signed and sealed by each member of the partnership. If Lessee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signature of these officials

PROVIDED also that upon the expiration of the term of this lease, should the Minister decide to re-lease the lands hereby demised and the Lessee has duly and regularly paid the rent and performed all and every the covenants, provisos, and agreements herein contained, the Lessee shall have a prior right to a lease of the said lands and in the event of the Lessee failing to exercise such right, the Lessor shall be at liberty to lease the said lands to such person or persons and on such terms as She sees fit.

The Lessee covenants to abide by and comply with all lawful by-laws, rules and regulations of every Municipality or other authority which in any manner relate to or affect the said premises.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, the day and year first above written

Signed, sealed, and delivered by the within-named Deputy Minister of Lands in the presence of—

Deputy Minister of Lands.

Signed, sealed, and delivered by the within-named

in the presence of—

CANADIAN COLLIERIES RESOURCES LIMITED

Vice-President, Finance

Assistant Secretary

Signed, sealed, and delivered by the within-named

in the presence of—

Signed, sealed, and delivered by the within-named

in the presence of—

NOTE.—If Lessee is a copartnership, the instrument must be signed and sealed by each member of the partnership. If Lessee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signature of these officials.

331

VOUCHER NO.	VENDOR NAME & INVOICE NO.	DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	MINISTER OF FINANCE Provincial Water Lease 6151.	15-9	$ 579.05		$ 579.05

Check # 4580.

999 W. Pender

Cor. Forest Prod.

Harrison Mills Logging Co.

DEPT. OF LANDS FORESTS AND WATER RESOURCES
LANDS SERVICE
SEP 17 1964
MAIL ROOM
VICTORIA, B. C.

TO RETURN OCT 5 1964

221078

SEP 17 1964

$ 579.05

PLEASE DETACH BEFORE PRESENTING

337

VOUCHER NO	VENDOR NAME & INVOICE NO.	DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	MINISTER OF FINANCE Lease Lot 6151. 095873	14-9	$579.05		$579.05

DEPT. OF LANDS FORESTS AND WATER RESOURCES
LANDS SERVICE
SEP 15 1965
MAIL ROOM
VICTORIA, B. C.

3291000 1965
TO REVENUE SEP 16
579.05

TO 1-10-66

CANADIAN FOREST PRODUCTS LTD. PLEASE DETACH BEFORE PRESENTING

HARRISON MILLS LOGGING DIVISION

356

MEMO

095873

Roy Friedlich

Please pull the file for lot 6157 M.W.D. & discuss this proposed extension of the lease with me.

WCS

2847

1466-

355

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 095873

DATE Sept: 27, 1966

DEPARTMENT C NDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Weldwood of Canada Ltd.,

900 E. Kent Avenue

Vancouver, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 676588

for $ 579.05 *re* lease covering rental on Lease #2722 to October 1,1967 (Lot 6151, Gp.1, N.W.D.) Please note, this lease is numbered 2722 and will be referred to by this number on all future receipts and Lease Accounts instead of by property description.

C.C. to Government Agent: --

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per zmb

354

53506-2

HARRISON MILLS LOGGING DIVISION

VOUCHER NO.	VENDOR NAME & INVOICE NO.	DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	Minister of Finance Lease of Lot 6151 095873	13-9	$579.05		$579.05

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE
SEP 15 1967
MAIL ROOM
VICTORIA, B. C.

TO REVENUE SEP 20 1967
RECEIVED
SEP 15 1967
3437881
+ 2.722 $ 579.05
TO 1-10-68

CANADIAN FOREST PRODUCTS LTD.

PLEASE DETACH BEFORE PRESENTING

353

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

095873
OUR FILE No.
Sept:22,1967
DATE

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND W R RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Weldwood of Canada Ltd.,

900 E.Kent Ave.,

Vancouver, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 53829V

for $ 579.05 *re* lease covering rental

on Lease #2722 to October 1,1968

C.C. to Government Agent: --

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per zmb

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS AND FORESTS

LANDS BRANCH — VICTORIA, B.C.

352

LEASE ACCOUNT

NOV 10 1966

SUB LEDGER _____ FOLIO 0452 FILE NO. 105877 DATE _____ 19____

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Please be reminded your _____

requires a further rental payment of $_____ due before _____ 19____

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

DEPARTMENTAL COMPTROLLER

PER _____

2nd NOTICE — MAY WE SOON EXPECT YOUR CHEQUE, PLEASE.

— KEEP THIS STATEMENT FOR YOUR RECORDS —

357

VOUCHER NO	VENDOR NAME & INVOICE NO.	DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	MINISTER OF FINANCE Lease of Lot 6151. 095873	15-9	$579.05		$579.05

DEPT. OF LANDS FORESTS
AND WATER RESOURCES
LANDS SERVICE
SEP 16 1966
MAIL ROOM
VICTORIA, B.C.

3362762

REVENUE SEP 19 1966
#22
579.05
10-10-67

CANADIAN FOREST PRODUCTS LTD. PLEASE DETACH BEFORE PRESENTING

HARRISON MILLS LOGGING DIVISION

367

This Indenture, made the 1st day of October, A.D. 1958, BETWEEN Her Majesty the Queen (hereinafter called the "Lessor," represented herein by her Minister of Lands and Forests for the Province of British Columbia), of the one part, AND

Canadian Collieries Resources Limited

(hereinafter called the "Lessee," which term when hereinafter used shall include the Lessee and the heirs, executors, administrators, and assigns of the Lessee, and to a Corporation, its successors, and assigns) of the other part.

WITNESSETH that Her Majesty under and by virtue of all powers thereto enabling, doth hereby demise unto the Lessee, ALL that tract or parcel of foreshore, or land covered by water, lying within

Group 1, New Westminster District

and being described as follows:—

Lot 6151

and more particularly shown on the map or plan hereunto annexed and thereon coloured red, containing in the aggregate 31.3 acres, more or less, with the appurtenances.

TO HOLD the same premises unto the said Lessee for booming ground and log storage purposes

for the term of five years from the day of the date hereof, determinable, nevertheless, as hereinafter provided.

subject to renewal for a further period of five years and to adjustment of rental at the discretion of the Lessor

YIELDING and paying therefor unto Her Majesty, in advance, yearly and every year, the rent of $505.50 per annum ~~for the first five years, and thereafter subject to adjustment by the Lessor for each successive five year period~~, and that payable on or before the 1st day of October in each year at the office of the Minister of Lands and Forests at the City of Victoria, and whether demanded or not. And the said Lessee hereby covenants with the said Lessor, her successors and assigns, punctually to pay the said rent at the respective times and in the manner aforesaid. AND also will pay all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged or hereafter to be charged upon the said demised premises or any part thereof, or upon the rent thereof or any part thereof, or upon the said Lessor, her successors, or assigns, in respect thereof. AND to observe all and singular the provisions of the Land Laws for the time being of the said Province, and not to assign or sublet this lease or the privileges and rights hereby conferred, or any

part thereof respectively, without the written consent of the Minister of Lands and Forests, thereto first had and obtained, the said consent to be subject to such terms and conditions as he may determine: PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this demise, or any matter or thing connected with any provisions herein contained, or the interpretation thereof, the same shall be settled finally, without appeal, by the said Minister of Lands and Forests, or other the person duly authorized by the said Minister of Lands and Forests in that behalf: PROVIDED also that in case of neglect or default of the Lessee to observe, pay, or fulfil any, or any part of any covenant, condition, stipulation, or payment in this Indenture contained or referred to, it shall be lawful for the Lessor *without further notice than a notification in writing mailed by prepaid registered post, by the said Minister of Lands and Forests, addressed to the Lessee at his last-known place of residence, or its Registered Office or chief place of business in the Province, or by a like notice posted up in a conspicuous place on the premises covered by the lease,* absolutely to forfeit all or any portions of the said premises as in such notification shall be specified, and all of the rights and privileges hereby conferred or expressed so to be from time to time in any such notification, and thereupon this demise shall at once (as to the part or parts so specified only) be absolutely void and of none effect as if it had never been made, and that without any actual re-entry on the part of the Lessor, or other proceeding whatever: PROVIDED that in the construction of this lease rent not paid in advance shall be for all purposes deemed to be rent in arrear, and carry with it all the incidents and remedies attaching by law to rent in arrear, and the said rent, and each instalment thereof, shall be deemed overdue if not paid at the time hereinbefore in that behalf appointed, and that without demand: PROVIDED also that any assignment by operation of any law of Bankruptcy or Insolvency or any assignment for the benefit of creditors of the Lessee of the premises and privileges hereby conferred shall of itself be a forfeiture of such premises and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the provisions herein contained: PROVIDED also that this demise is granted to and accepted by the said Lessee on the express condition that the demised premises shall be used only by the Lessee for the sole purpose of **booming ground and log storage** for logs of the Lessee. PROVIDED also that upon this lease no longer being used by the said Lessee for **booming ground and log storage** purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the said lands and premises shall thereupon cease. PROVIDED also that this lease is issued and accepted subject to cancellation on ninety days' notice at the discretion of the Lessor.

And the Lessee covenants to enter forthwith upon the demised premises and make reasonable and diligent use of the same during the term hereof for the purpose aforesaid.

That the premises hereby demised shall be subject to all rights of free miners under the Mining Laws of this Province for the time being.

PROVIDED also that this lease is subject to the "Navigable Waters Protection Act," being chapter 193, "Revised Statutes of Canada, 1952," and amendments.

371

LEASE

2722

Dated October 1st, 1958

MINISTER OF LANDS
AND FORESTS

TO

Canadian Collieries Resources Limited

For booming ground and log storage

purposes.

Term five years.

Rental, $ 505.90 per annum.

District of Group 1, New Westminster

Lot or Section Lot. 651

File No. 095873

1M-658-5221

Renewed for a further period of five years from October 1st, 1963 at the increased rental of $579.05 per annum.

Sub-let unto Canadian Forest Products Ltd., October 1st, 1958.

Assigned unto Weldwood of Canada Limited, November 30th, 1965.

Assigned by way of Third Supplemental Deed of Trust and Mortgage dated April 30th, 1966, unto Montreal Trust Company.

00694

SEC. 27
14 Ac Parcel
RIVER
WESTMINSTER
HARRISON
L.6151
31:3
Sp. - New Westminster District
Scale: 1 In = 400 Ft.

370

PROVIDED also that upon the expiration of the term of this lease, should the Minister decide to re-lease the lands hereby demised and the Lessee has duly and regularly paid the re[illegible]nd performed all and every the covenants, provisos, and agreements herein contained, the Lessee shall have a prior right to a lease of the said lands and in the event of the Lessee failing to exercise such right, the Lessor shall be at liberty to lease the said lands to such person or persons and on such terms as She sees fit.

The Lessee covenants to abide by and comply with all lawful by-laws, rules and regulations of every Municipality or other authority which in any manner relate to or affect the said premises.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered by the within-named Deputy Minister of Lands in the presence of—
D. M Rowley

Deputy Minister of Lands.

Signed, sealed, and delivered by the within-named
in the
presence of—

CANADIAN COLLIERIES RESOURCES LIMITED

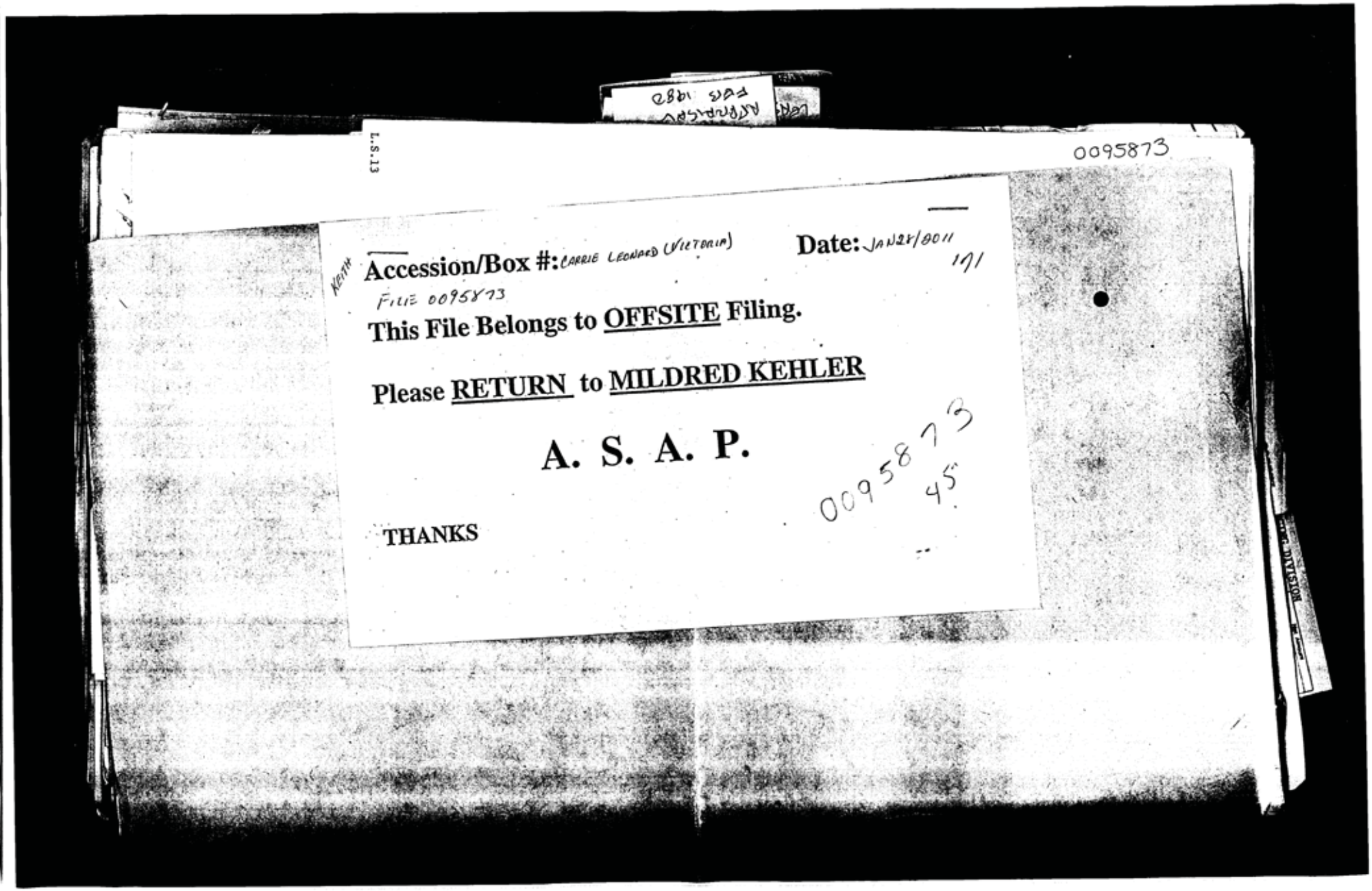
Vice-President, Finance
Assistant Secretary

Lessee.

Signed, sealed, and delivered by the within-named
in the
presence of—

Signed, sealed, and delivered by the within-named
in the
presence of—

NOTE.—If Lessee is a copartnership, the instrument must be signed and sealed by each member of the partnership. If Lessee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signature of these officials.


0095873
KEITH
Accession/Box #: CARRIE LEONARD (VICTORIA)
Date: JAN 24/2011
FILE 0095873
This File Belongs to OFFSITE Filing.
Please RETURN to MILDRED KEHLER
A. S. A. P.
0095873
45
THANKS

12

R.H. Goodchild
095873

April 28th, 1969.

Weldwood of Canada Ltd.,
P.O. Box 2179,
Vancouver 3, B.C.

Dear Sirs:

With reference to your application to lease Lot 6151, Group 1, New Westminster District (now containing 34.1 acres) as per attached plan for log booming and storage
I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of five years subject to renewal for a further five years
to date from 1st October, 1968 , the expiry date of the former lease.
~~The proposed lease is subject to~~
Annual lease rental will commence from this date, and is payable in advance.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Department of Transport, Canada and subject to cancellation on 90 days notice at the discretion of the Lessor.

The proposed lease will contain the following provisos:

Provided, also, that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log booming and storage
for logs of the Lessee.

Provided, also, that upon the Crown lands no longer being used by the Lessee for log booming and storage
purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease.

~~Occupational rental will be payable for the use of the premises prior to the issuance of the lease from~~

Continued . . .

L.B. 104

15

The rental has been established at the rate of $ 660.00 per annum for the first five years and thereafter subject to review and adjustment of rental at the discretion of the Lessor ~~for each succeeding year period of~~ at the time of any renewal thereof. Upon receipt of the sum of $ 665.00 representing the first yrs. rental and the statutory lease fee of $5.00 ~~and a sum representing occupational rental~~ which monies are required to be remitted within 30 days from this date, preparation of the proposed lease will be proceeded with.

In the event a reply is not received within the time allowed, the Department will have no alternative but to reconsider and disallow the application for failure on your part to comply with Departmental requirements.

Yours truly,

W.R. REDEL,
Director of Lands

RHG:al

cc Land Commissioner New Westminster (57746)
Land Inspector New Westminster (55839)
~~Provincial Assessor~~

.B. 104

VICTORIA, B.C.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

ACCOUNTING DIVISION
LANDS AND WATER RESOURCES
DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
VICTORIA, B.C.

MEMORANDUM

Please refer to File No.....

Re.....

DEAR SIR OR MADAM:

This will acknowledge your letter of.....

received....., 19....., together with enclosure of

.....relative to the above-noted property, which is receiving attention. You will be further advised at the earliest possible date.

Yours truly,

Departmental Comptroller

L.B. 226– o

N. Featherstone
095873

July 9, 1969

Weldwood of Canada Limited,
P. O. Box 2179,
Vancouver 3, B. C.

Attention: Mr. J. A. Crawford,
Manager, Property Administration

Dear Sirs:

Enclosed herewith is lease No. 18281
covering Lot 6151, Group 1, New Westminster District,

issued in the name of your Company
dated October 1st, 1968 containing 34.1 acres
and issued for a period of five years, for
log booming and storage

purposes, at the rental of $ 660.00 per annum, duly executed by the Deputy Minister of Lands, together with General Receipt No. 86639 A for $ 665.00 being lease fee and rental in this connection to October 1st, 1969.

Yours truly,

W. R. REDEL,
Director of Lands.

NF:bl
encl.

ENTERED in Land Register
Initial

c.c. Land Commissioner, New Westminster (57746)
Land Inspector, New Westminster (55839)
Provincial Assessor, New Westminster
Mr. E. Slaght, District Marine Agent, Box 1180, Victoria, B. C.

P.S. A further year's rental of $660.00 will fall due on October 1, 1969. Your remittance of this amount would be appreciated.

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 095873

DATE Oct:3,1969

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Weldwood of Canada Ltd.,
P.O.Box 2179
Vancouver 3, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 37351B

for $ 660.00 *re* lease covering rental

on Lease #18281 to October 1,1970

To Government Agent: New West'r - 57746

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per mmb

L.B. 75—0

Receipt 1970

78

VICTORIA, B.C.

ACCOUNTING DIVISION
LANDS AND WATER RESOURCES
DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
VICTORIA, B.C.

MEMORANDUM

Please refer to File No.....

Re.....

DEAR SIR OR MADAM:

This will acknowledge your letter of.....

received....., 19....., together with enclosure of

.....relative to the above-noted property, which is receiving attention. You will be further advised at the earliest possible date.

Yours truly,

Departmental Comptroller

L.B. 226– o

40

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. 095873

DATE Sept. 18, 1972

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Weldwood of Canada Ltd.,
c/o Canadian Forest Products Ltd.,
15th Floor - 505 Burrard St.,
Vancouver 1, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 764945-2

for $ 660.00 *re* lease covering rental

on Lease #18281 to Oct. 1, 1973

overnment Agent: New West'r - 57746

Yours truly,

DEPARTMENTAL COMPTROLLER,

zmb

Per

L.B. 75—0
LAc4

Receipts - 1971 - 72

31

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. 095873

DATE June 15, 1970

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Bull, Housser & Tupper,
Barristers & Solicitors,
675 West Hastings St.,
Vancouver 2, B.C.

Dear Sir:

Enclosed herewith is our Receipt No. 37184D

for $ 15.00 *re* lease covering fee

for assignment of Lease #16261 k

by mortgage from Weldwood of Canada

to Montreal Trust Co.

To Government Agent: New West'r - 57746

Yours truly,

DEPARTMENTAL COMPTROLLER,

Per zmb

L.B. 75—0

Page 696
FNR-11-00043

00705

This Indenture,

made the 1st day of October, A.D. 1968, BETWEEN Her Majesty the Queen (hereinafter called the "Lessor," represented herein by her Minister of Lands, Forests, and Water Resources for the Province of British Columbia, hereinafter called the "Minister"), of the one part, AND

Weldwood of Canada Limited

(hereinafter called the "Lessee"), of the other part.

WITNESSETH that the Lessor, under and by virtue of all powers thereto enabling, doth hereby lease unto the Lessee ALL that tract or parcel of foreshore and (or) land covered by water described as:

Lot 6151, Group 1, New Westminster District

(hereinafter referred to as the "Crown lands"), and more particularly shown on the map or plan hereunto annexed and thereon outlined in red, containing in the aggregate 34.1 acres, more or less, with the appurtenances thereto, save and except all such lands as may, under the provisions and conditions of these presents, be and become hereafter withdrawn from the operation thereof. The Lessor may make a reduction of rent proportionate to any reduction of area made in accordance with the terms of this paragraph.

TO HOLD the Crown lands unto the Lessee for log booming and storage purposes for the term of five years from the date hereof, subject to renewal for a further period of five years at the discretion of the Lessor, determinable, nevertheless, as hereinafter provided.

YIELDING and paying therefor unto the Lessor, in advance, yearly and every year, the rent of $660.00 per annum for the first five years, and thereafter the rent shall be subject to review and adjustment at the discretion of the Lessor ~~for each successive five-year period~~ at the time of any renewal hereof, and that payable on or before the 1st day of October in each year at the office of the Minister at the City of Victoria, whether demanded or not.

AND THE LESSEE HEREBY COVENANTS WITH THE LESSOR, HER SUCCESSORS AND ASSIGNS,

To pay rent at the times and in the manner aforesaid:

To enter forthwith upon the Crown lands and make reasonable and diligent use of the same during the term hereof for the purposes aforesaid only:

To pay all taxes, rates, duties, and assessments whatsoever now charged or hereafter to be charged upon the Crown lands or any part thereof; upon the rent or any part thereof; or upon the Lessor, her successors and assigns, in respect thereof:

To observe all and singular the provisions of the Land Laws for the time being of the Province:

To not assign or sublet this lease or the privileges and rights hereby conferred, or any part thereof, without the written consent of the Minister, the consent to be subject to such terms and conditions as the Minister may determine:

PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this Indenture, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister or his duly authorized representative:

PROVIDED also that in case of neglect or default of the Lessee to duly and regularly pay the rent and observe any covenant, condition, or stipulation contained or referred to in this Indenture, it shall be lawful for the Lessor, upon notice in writing mailed by prepaid registered post, addressed to the Lessee's last-known place of residence, registered office, or chief place of business in the Province, or by a like notice posted in a conspicuous place on the Crown lands, to forfeit absolutely all or any portions of the Crown lands as specified in the notice, and all of the rights and privileges hereby conferred shall at once (as to the part or parts so specified only) be absolutely void and of no effect without any actual re-entry on the part of the Lessor, or other proceeding whatever:

PROVIDED also that any notice, demand, notice of cancellation, or default, or other communication otherwise affecting the tenancy hereunder which the Lessor may require or desire to give or serve upon the Lessee, may be legally given and served by the Minister, the Deputy Minister of Lands, or other officer acting in their behalf if mailed or posted in the manner hereinbefore provided:

PROVIDED also that in the construction of this Indenture rent not paid in advance shall be deemed to be rent in arrears, and carry with it all the incidents and remedies attaching by law to rent in arrears:

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PROVIDED also that any assignment by operation of any law of bankruptcy or insolvency or any assignment for the benefit of creditors of the Lessee of the premises and privileges hereby conferred shall of itself be a forfeiture of the premises and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the provisions herein contained:

PROVIDED also that the Crown lands shall be subject to all rights of free miners under the Mining Laws of the Province for the time being, and to the laws of the Province in force from time to time with respect to the acquisition of minerals, precious and base, including phosphate, coal, petroleum, and any gas or gases:

PROVIDED also that if, upon the expiration of the term hereof, the Minister decides to re-lease the Crown lands, or any portion thereof, and the Lessee has duly and regularly paid the rent and observed all the covenants, conditions, and stipulations herein contained, the Lessee shall have prior right to a lease of the Crown lands, or portion thereof:

PROVIDED also that on the expiration or sooner determination of this Indenture or upon the withdrawal of a portion of the Crown lands, the Lessee may, within thirty days thereafter, with the written consent of the Minister, remove any buildings or other structures which have been placed on the Crown lands by the Lessee:

PROVIDED also, during the term hereof, the Lessee shall not deposit upon the Crown lands, or any part thereof, any earth or other material for the purpose of reclaiming, filling in, or raising the level of any portion of the Crown lands without the consent in writing of the Minister, and then only in accordance with such terms, conditions, and regulations as the Minister may make:

PROVIDED also that upon the expiration or sooner determination of this Indenture, the Lessee, if required by the Minister, shall, at the Lessee's expense and to the satisfaction of the Minister, forthwith remove or cause to be removed from the Crown lands any structures or other materials which have been erected, placed, or otherwise deposited thereon by the Lessee during the term hereof:

PROVIDED also that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of

log booming and storage for logs of the Lessee

PROVIDED also that upon the Crown lands no longer being used by the Lessee for

log booming and storage purposes as aforesaid,

the same shall forthwith *ipso facto* determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease:

PROVIDED also that if this Indenture has been secured by misrepresentation as to any material facts, it may be summarily cancelled by the Lessor in the manner hereinbefore provided:

PROVIDED also that, notwithstanding the rights and privileges of the Lessee herein contained, the Lessor reserves the right to grant rights-of-way across, through, under, or over any portions of the Crown lands for any purpose whatsoever on the condition, however, that the rights-of-way so granted shall not unreasonably interfere with the rights granted by this Indenture or with the Lessee's improvements on the Crown lands, and in the event that the Lessee's rights and improvements are interfered with, compensation shall be set at the sole discretion of the Minister, and his decision as to compensation shall be final:

PROVIDED also that this Indenture is issued and accepted subject to cancellation on ninety days' notice at the discretion of the Lessor:

PROVIDED also that this Indenture is subject to the *Navigable Waters Protection Act*, being chapter 193, *Revised Statutes of Canada, 1952*, and amendments.

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Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate, also the heirs, executors, administrators, successors, and assigns of the parties hereto and each of them (where the context or the parties so require).

IN WITNESS WHEREOF the Deputy Minister of Lands and the Lessee have hereunto set their hands and seals.

Signed, sealed, and delivered in the presence of—

Witness to Deputy Minister's signature.

FOR *Deputy Minister of Lands.*

~~*Witness to Lessee's signature.*~~

Lessee.

Vice President

~~*Witness to Lessee's signature.*~~

~~*Lessee.*~~

Assistant Secretary

NOTE.—If the Lessee is a copartnership, the instrument must be signed and sealed by each member of the partnership. If the Lessee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signature of these officials.

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18281
LEASE

Dated 1st October, 1968

MINISTER OF LANDS, FORESTS,
AND WATER RESOURCES

TO

Waldwood of Canada Limited

For log booming and storage

purposes.

Term five years.

Rental, $ 660.00 per annum.

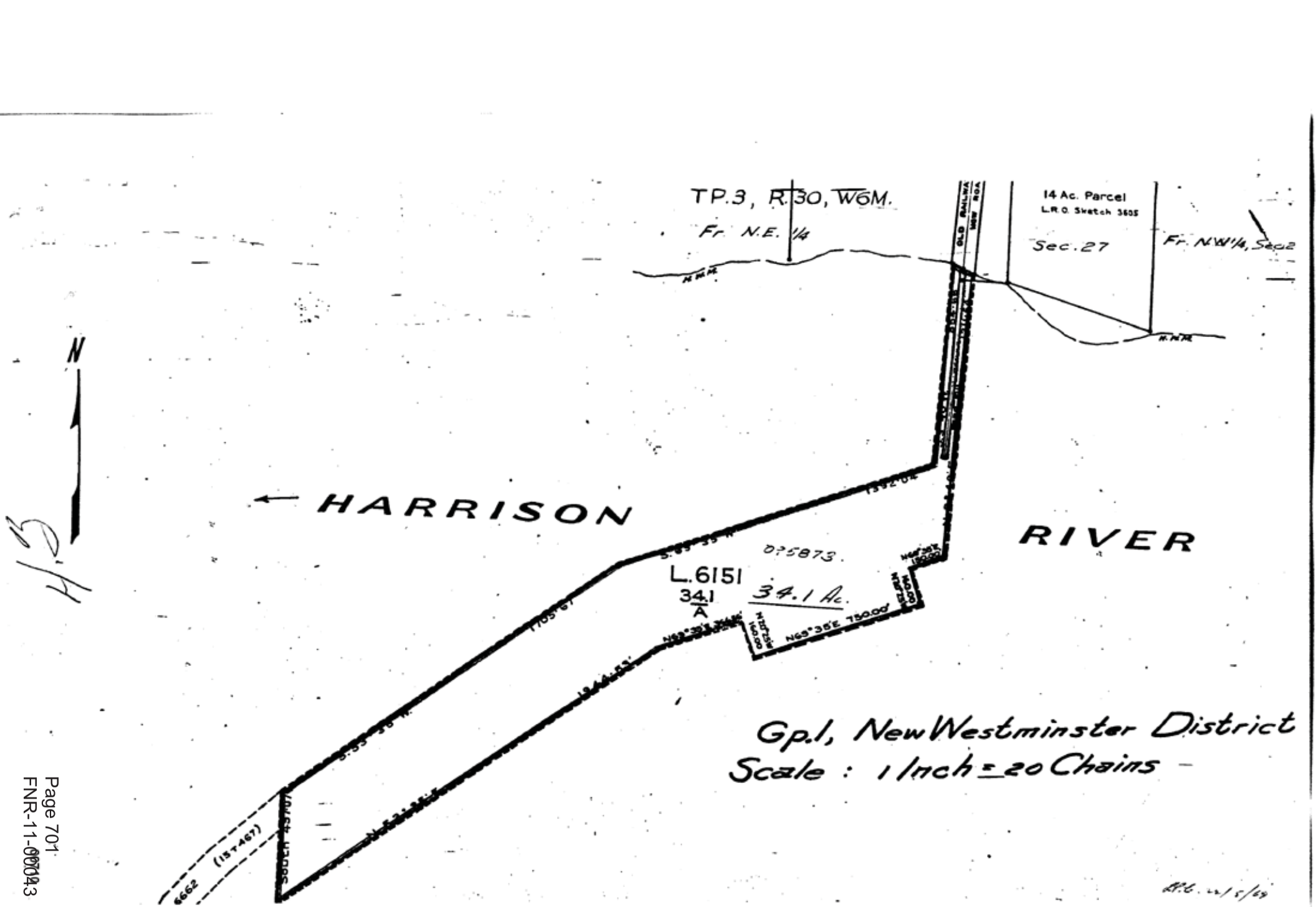
File No. 095873

BOOMING

L.S.2
o

Assigned by way of Mortgage unto Montreal Trust Company, December 31, 1969.

00709


TP.3, R.30, W6M.
Fr. N.E. 1/4
14 Ac. Parcel
L.R.O. Sketch 3605
Sec. 27
Fr. N.W.1/4, Sec.2
N.M.R.
HARRISON
RIVER
D75873.
L.6151
34.1
A
34.1 Ac.
1392.0±
1705.67
S.69°35'W.
N.69°35'E. 7500'
N.69°35'E. 1400'
N.69°35'E. 1400'
S.69°35'W.
6662
(157.467)
Gp.1, New Westminster District
Scale : 1 Inch = 20 Chains

THIS PRINT FORMS AN INTEGRAL PART OF THE LEASE DOCUMENT AND SHOULD NOT BE REMOVED

00711

51

VICTORIA, B.C.

Sept. 18, 1973

ACCOUNTING DIVISION
LANDS AND WATER RESOURCES
DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
VICTORIA, B.C.

Weldwood of Canada Ltd.
c/o Canadian Forest Products
Harrison Mills Logging Div.
15th Floor - 505 Burrard St.
Vancouver 1, B. C.

MEMORANDUM

Please refer to File No. 095873

Re Lease #18281

DEAR SIR OR MADAM:

This will acknowledge your ~~letter of~~ remittance of $660.00

received Sept. 13, 1973, ~~together with enclosures~~

relative to the above-noted property, which is receiving attention. You will be further advised at the earliest possible date.

Yours truly,

M. B. Maclean,

Departmental Comptroller

alr

L.B. 226– o

194

Director of Lands

April 22, 1974

The Federal Fisheries Service, Provincial Fish Biologist, and Regional District of Fraser Cheam have been contacted and have all advised that they have no objection to the application by Canadian Forest Products Ltd. The Federal Fisheries Service have listed certain conditions to be followed in the causeway construction, as outlined in the enclosed letter.

RECOMMENDATIONS

1. It is recommended that the lease of Lot 6151 to Weldwood Canada Ltd. be renewed for a further 5 years at an annual rental of $2,477. The lease should be subject to the Navigable Waters Protection Act. A deposit of $2,000 should be required, to ensure clean up.

2. It is recommended that the application by Canadian Forest Prod. Ltd. for a lease for causeway purposes be approved for a period of 5 years, subject to:
   a) survey;
   b) rules and regulations of the Federal Fisheries Service, Environment Canada;
   c) rules and regulations of the Regional District of Fraser Cheam;
   d) lease to be issued on the understanding that the existing causeway on Lot 6151 will be removed;
   e) a $1,000 deposit to ensure clean up;
   f) the Navigable Waters Protection Act;
   g) payment of rental of $86/year, subject to adjustment after survey.

3. The lease on Lot 6151 should be assigned to Canadian Forest Products Ltd. The property administration manager for Weldwood, Mr. J. Crawford, and the property supervisor for Canfor, Mr. J. Polderman, have both been interviewed and both agree that such an assignment should take place. Weldwood has no logging operations in the Harrison area.

4. Upon completion of the new causeway, that portion of Lot 6151 currently occupied by the existing causeway should be deleted from the lease.

ENCLOSURES

Enclosed are:
1. Map of Lot 6151, with sketch of new area applied for by Can. Forest Prod. Ltd.;
2. Copy of sketch plan submitted with the application by C.F.P.;
3. L.B.115 from the Regional Dist. indicating no objection to the application for a new causeway site;
4. letter from Weldwood indicating no objection to the relocation of the causeway;
5. letter from Environment Canada outlining their conditions for the new causeway construction;
6. Certificate of Encumbrances for the upland which the new causeway site would front.

R. N. Bose
Land Inspector

RB:c

GOVERNMENT OF BRITISH COLUMBIA

MEMORANDUM

TO.....

.....

.....

FROM

.....

..... 19.....

SUBJECT.....

OUR FILE.....

YOUR FILE.....

c.c. Land Com., New West'r 57746

GOVERNMENT OF BRITISH COLUMBIA

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MEMORANDUM

DEPT. OF LANDS, FORESTS AND WATER RESOURCES
LANDS SERVICE

APR 24 1974

MAIL ROOM
VICTORIA, B. C.

TO: Director of Lands
Buildings
VICTORIA, B.C.

FROM: Land Inspector
NEW WESTMINSTER L. I. DIST.
Burnaby 2, B.C.

April 22 19 74

SUBJECT: A/L - Log Booming & Storage
~~Lot 6151, Gp. 1, N.W.D.~~
Harrison Bay. WELDWOOD OF CANADA LTD.

OUR FILE: F.6151
YOUR FILE: 095873
Request 79038

Lot 6151 was examined on January 15, 1974, in the company of Mr. J. Polderman and Mr. R. Pope of Canadian Forest Products Ltd., which company subleases the area from Weldwood.

Since the last report of March 11, 1969, the lot has been extended from 31.3 acres to 34.1 acres. The area of fill has been increased by 1/2 acre, which area is used as a dry-land sort.

The sub-lessee's logging operations range from 9 to 40 miles from the log dump, and the average log haul is about 22 miles. The dump and booming ground handles about 70,000 to 75,000 cunits of logs per year. Deep snow curtails logging operations from November to late March. However, intermittent winter logging is possible, and the effective usable period for the lease is 9 months.

The upland is privately owned, and C. F. P. Ltd. is leasing that land for the purpose of gaining access to the causeway and log dump. On December 23, 1973, C.F.P. filed an application to lease approximately 1.85 acres to the east of Lot 6151. The applicant owns a parcel of upland east of Lot 6151, and proposes to build a new causeway from that upland to the log dump, thus eliminating the necessity to lease the upland. Canadian Forest Products propose to use the fill material in the existing causeway to build the new causeway, and Weldwood have consented to the relocation of the causeway.

The application area was also examined on January 15, 1974. The application notice was found. The application area is shallow, and quite similar to the foreshore area occupied by the existing causeway. The proposed new causeway site would be valued similarly to the existing causeway, that is the actual filled area would be valued at $1,250/acre and the remaining shallow area would be valued as waste. The waste area is not surplus to the requirements, as logs would be placed along the side of the causeway during the freshet to offer protection from erosion. However, such placement of logs along the causeway would not be considered an industrial log storage operation, but rather a protection measure which is a nuisance to the operator.

Thus the rental for the area applied for by Canadian Forest Products would be:

a) area to be filled = 0.75 acs. @ value of $1,250/ac. = $937.50
Rental @ 8% = $75.00

b) waste area = 1.10 acs. @ rental of $10/ac.= 11.00
Total rental/annum = $86.00

.....

c.c. Land Com. New West'r 57746

92

LOG STORAGE AND BOOMING GROUNDS
Fraser River - Yale to Pitt River

A P P R A I S A L R E P O R T

Name of Applicant: WELDWOOD OF CANADA LTD.
Legal Description: Lot 6151, Gp. 1, N.W.D.
Acreage: 34.1

Request No.: 79038
Victoria File No.: 095873
District File No.: F.6151

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes. Fill required for log dump and access.	10	7
2. Hazards of the Site		
(a) Wind — Occasional west wind.	5	4
(b) Effect of current or tides (silting or rapid flow) — Some silting.	15	12
3. Period Usable		
(a) ___ acres = ___ % area usable 12 mo. = 84 x ___ % = ___		
(b) ___ acres = ___ % area usable 11 mo. = 77 x ___ % = ___		
(c) ___ acres = ___ % area usable 10 mo. = 70 x ___ % = ___		
(d) 25.1 acres = 79 % area usable 9 mo. = 63 x 79 % = 50		
(e) ___ acres = ___ % area usable 8 mo. = 56 x ___ % = ___		
(f) ___ acres = ___ % area usable 7 mo. = 49 x ___ % = ___		
(g) ___ acres = ___ % area usable 6 mo. = 42 x ___ % = ___		
(h) 4.5 acres = 14 % area usable 5 mo. = 35 x 14 % = 5		
(i) ___ acres = ___ % area usable 4 mo. = 28 x ___ % = ___		
(j) ___ acres = ___ % area usable 3 mo. = 21 x ___ % = ___		
(k) ___ acres = ___ % area usable 2 mo. = 14 x ___ % = ___		
(l) ___ acres = ___ % area usable 1 mo. = 7 x ___ % = ___		
(m) 2 acres unusable		
31.6 = total acres — Total Rating - Period Usable 2.5 acres filled area treated separately.	84	55
4. Economic Conditions		
(a) Proximity to mill or market — F.O.B. Pitt River - 45 miles 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance	20	14
(b) Value of lease to the company 1. Availability of alternate sites — Alternate sites not as good.	10	8
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points (c) Transit 15 points	30	30
3. Amenities and accessibility — Excellent.	5	5
(c) Cost of developing and maintaining — Dredging required annually. Periodic replacement of piles and dolphins.	16	6
5. Upland Ownership Allow 5 points if upland owned by Crown Allow 0 points if upland privately owned or leased — Upland is private.	5	0
TOTAL	200	141
		70.5%

Appraised value = $ 881.00 per acre

Total value = $ 881.00 per acre x 31.6 total acreage = $ 27,840.00

Lease Rental at 8% of appraised value is $2,227.20 , say $ 2,227.0 per annum

Lease Rental per acre per annum is (calculated on 31.6 acs.) $ 70.47

Remarks: As in the 1969 report, filled area is treated separately.

Fill area = 2.5 acs. @ maximum value of $1,250/acre = $3,125.00

Rental @ 8% - $250.00
Total rental = $2,227.00 + $250.00 = $2,477.00
Total rental per acre per annum is $72.64
See attached letter.

Date Inspected Jan.15, 1974
Date Reported Apr.22, 1974

Land Inspector

132

C. Morgan
095873

V8V 1X5

September 27, 1974.

Canadian Forest Products Ltd.,
15th Floor, 505 Burrard Street,
Vancouver, B.C. V7X 1B5

ATTENTION: J. POLDERMAN

Dear Sirs:

With reference to your application to lease Lot 6151, Group 1, New Westminster District
for log dumping, booming and storage purposes
I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of five years

to date from October 1, 1973, the expiry date of the former lease. Annual lease rental will commence from this date, and is payable in advance.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Department of Transport, Canada and subject to cancellation on 90 days notice at the discretion of the Lessor.

The proposed lease will contain the following provisos:

Provided, also, that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log dumping, booming and storage
for logs of the Lessee.

Provided, also, that upon the Crown lands no longer being used by the Lessee for log dumping, booming and storage
purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease.

~~Occupational rental will be payable for the use of the premises prior to the issuance of the lease, from at per annum.~~

re-diary
see LT 30/10/74

Continued ...

L.B. 104

133

The rental has been established at the rate of $ 2477:00 per annum for the first five years and thereafter subject to review and adjustment of rental at the discretion of the Lessor for each successive year period or at the time of any renewal thereof. Upon receipt of the sum of $ 4984.00 representing two years rental and the statutory lease fee of $15.00 and $ 30.00 which monies are required to be remitted within 30 days from this date, preparation of the proposed lease will be proceeded with.

In the event a reply is not received within the time allowed, the Department will have no alternative but to reconsider and disallow the application for failure on your part to comply with Departmental requirements.

Yours truly,

CM:jh

R.C. WATT
for Director of Lands

cc Land Commissioner, New Westminster (57746)
Land Inspector, New Westminster (F.6151)

P.S. The lease when issued will also be subject to the following provisos:

Provided also that in order to guarantee compliance with the terms and conditions set forth herein, the Lessee shall place on deposit with the Minister cash of $3500.00 or British Columbia Parity Bonds in the amount of $3500.00. If the deposit is in the form of a registered bond, it shall be accompanied by a Power of Attorney from the owner thereof in favour of the Minister of Finance of the Province of British Columbia and the signature of the Grantor thereunder must be guaranteed, both as to signature and authority to sign, by a Canadian chartered Bank. This Bond would be retained by the Treasury branch of the Department of Finance and any interest accrued would be remitted to the owner of the Bond as it accrues. After inspection by an authorized official of the Lessor has confirmed that the Lessee has complied fully with the terms and conditions hereinbefore mentioned, then refund of the deposit shall be made. Failure to comply with such terms and conditions may, in the discretion of the Lessor, result in cancellation of the lease and forfeiture to the Lessor of the deposit and all other monies paid pursuant to the lease during the tenure thereof.

L.B. 104

FOR ADDITIONAL PROVISOS SEE REVERSE SIDE

134

Provided also that the Lessee agrees to keep the Crown lands in a safe, clean and sanitary condition at all times during the tenure of the lease and shall upon termination thereof remove the improvements situated thereon to the satisfaction of the Lessor.

Provided also that this lease is issued and accepted subject to all regulations of the Regional District of Fraser-Cheam.

12/2/

VICTORIA, B.C.

Oct. 11, 1974

ACCOUNTING DIVISION
LANDS AND WATER RESOURCES
DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
VICTORIA, B.C.

Canadian Forest Products Ltd.
15th Floor, 505 Burrard St.
Vancouver 1, B.C.

MEMORANDUM

Please refer to File No. 095873 #2
Your File: PF-162.1

Re Lease #18281

This will acknowledge your letter of October 3, 1974

received Oct. 9, 1974, together with enclosure of

$3,869.75 relative to the above-noted property, which is receiving attention. You will be further advised at the earliest possible date.

M. B. Maclean,

Departmental Comptroller

alr

L.B. 226– o

12/2

VICTORIA, B.C.

Oct. 11, 1974

ACCOUNTING DIVISION
LANDS AND WATER RESOURCES
DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
VICTORIA, B.C.

Canadian Forest Products Ltd.
15th Floor, 505 Burrard St.
Vancouver 1, B.C.

MEMORANDUM

Please refer to File No. 095873 #2
Your File: PF-162.1

Re Lease #18231

This will acknowledge your letter of October 3, 1974

received Oct. 9, 1974, together with enclosure of

$3,869.75 relative to the above-noted property, which is receiving attention. You will be further advised at the earliest possible date.

M. B. Maclean,

Departmental Comptroller

alr

L.B. 226– o

192

Leases
095873
Ref. Map: 92H/4ef

V8V 1X5

February 20, 1975

Canadian Forest Products
505 Burrard Street
Vancouver 1, B. C.

Dear Sirs:

Enclosed herewith is lease No. 26796 covering

Lot 6151, Group 1, New Westminster District

issued in the name of yourself
dated October 1, 1973 containing 34.1 acres
and issued for a period of five years, for

log dumping, booming and storage

purposes, at the rental of $ 2477.00 per annum, duly executed by the Director of Lands, together with General Receipt No. 673929 E for $ 4529.75 ✓ being lease fee and rental in this connection to October 1, 1975.

Yours truly

J Dalton

R.C. WATT
for Director of Lands

JO/jsm
Encl.

cc Land Commissioner, New Westminster
Land Inspector, New Westminster
Provincial Assessor, New Westminster
Fraser-Cheam Regional District

ENTERED in Land Register
Initial

L.B. 34

182

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES

LANDS BRANCH — VICTORIA, B.C.

LEASE ACCOUNT

SEP 23 1975

OUR LEDGER _____ FOLIO C-83 FILE NO. 095873 DATE _____ 19__

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Canadian Forest Products Ltd.
1500 - 505 Burrard St.
Vancouver 1, B. C.

Amended Notice

Please be reminded your Lease #26796

Balance of 2 yrs. 2477.00 - credit
requires a further rental payment of $ 2660.00 due before Oct. 1 19 75
183.00 - Balance due

RETURN A COPY OF THIS ADVICE WITH YOUR PAYMENT. NO LETTER REQUIRED.

MAKE CHEQUE PAYABLE TO "MINISTER OF FINANCE"

DEPARTMENTAL COMPTROLLER

PER alr

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE.
— RETURN THIS COPY WITH YOUR PAYMENT —

L.B. 43

Rec'd 1975

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES

LANDS BRANCH — VICTORIA, B.C.

LEASE ACCOUNT

OCT 21 1975

OUR LEDGER Oct. FOLIO C-83 FILE NO. 095873 DATE ____ 19__

IF PAYMENT ALREADY FORWARDED DISREGARD THIS BILL

Canadian Forest Products Ltd.
1500 - 505 Burrard St.
Vancouver 1, B. C.

Amended Notice

Please be reminded your Lease #26796
2477.00 - credit

requires a further rental payment of $ 2507.50 due before Oct. 1 1975
30.50 - Balance due

TURN A COPY OF THIS ADVICE WITH YOUR PAYMENT: NO LETTER REQUIRED.

MAKE CHEQUE PAYABLE TO "MINISTER OF FINANCE"

DEPARTMENTAL COMPTROLLER

PER clr

1st NOTICE — ADVICE OF LEASE RENTAL, SOON PAYABLE.
— RETURN THIS COPY WITH YOUR PAYMENT —

L.B. 83

1974

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE NO. 095873

DATE Sept. 24/75

DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
LANDS AND WATER RESOURCES ACCOUNTING DIVISION, VICTORIA, B.C.

Canadian Forest Products Ltd.
1500 - 505 Burrard St.
Vancouver 1, B. C. 3843553

Dear Sir:

Enclosed herewith is our Receipt No. 952359 E
for $ 2,477.00 *re* lease covering part payment of
rental on Lease #26796 to 1/10/76
(Balance outstanding $183.00)
Lit is probably $1150 see Spec 1 transfer of
rights to F.P. Holdings

, Government Agent: New West'r 57746

Yours truly,

DEPARTMENTAL COMPTROLLER,
alr
Per

L.B. 75—0
LAc4

August - 1975

FORM 2386

Speed Memo

199

CANFOR

RETURN TO

ATTENTION: J. C. Polderman

DEPARTMENT: CFP - Head Office

FROM: Departmental Comptroller, Department of Lands, Forest And Water Resources, Victoria, B.C. V8V 1X5

DATE: December 15th, 1975

SUBJECT: Rental Lease #26796
Our file: PF - 162
Your file: 095873

MESSAGE

Dear Sir:

Please refer to our correspondence dated December 5th, 1975 re the attached. The rental has been increased from $2,477.00 to $2,538.00 per annum which is $61.00 per annum from April 1st, 1975.

The Lessee therefore owes the Lessor an increased rental over the period April 1st, 1975 - October 1st, 1976. This is $91.50. We paid this amount October 21st, 1975.

On December 5th, 1975 we submitted correspondence explaining the above and losing a photo copy of the Amendment to Lease Notice.

ce advise if our calculation is incorrect. In the meantime we enclose ded Notice dated December 10th, 1975.

Very truly yours,
CANADIAN FOREST PRODUCTS LTD.

J. C. Polderman,
Ppoperty Supervisor.

ENC:

CALCULATION IS CORRECT — NOTED [illegible]

USE LOWER PORTION FOR REPLY

REPLY FROM

DATE

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

OUR FILE No. 095873

DATE Oct. 6/76

DEPARTMENT OF ENVIRONMENT

ACCOUNTING DIVISION, VICTORIA, B.C. V8V 1X5

Canadi Forest Products Ltd.
Harrison Mills Logging Div.
15th Floor, 505 Burrard St.
Vancouver, B. C.
V7X 1B5

Dear Sir:

Enclosed herewith is our Receipt No. 369844 F

for $ 2538.00 re lease covering rental on

Lease #26796 to 1/10/77

ROFILMING OF THIS
IS COMPLETE ONLY
THIS DOCUMENT

to Government Agents New West'r 57746

Yours truly,

E JAN. 30/78

DEPARTMENTAL COMPTROLLER,

ERATOR Per alr

LAc4

BRITISH COLUMBIA

Ministry of the Environment

438-5344 local 242

Attention: Mike Smith
Our file: 0095873

November 14, 1978

MINISTRY OF THE ENVIRONMENT
NOV 17 1978
MAIL ROOM
VICTORIA, B.C.

Canadian Forest Products Ltd,
505 Burrard Street
Vancouver, B.C.
V7X 1B5

ENTERED DEC 1 1978

Dear Sirs:

With reference to your application to lease covering Block A of Lot 6151, Group 1, New Westminster District

for log dumping, booming and storage purposes.
I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of 5 (five) years

to date from October 1, 1978 , the expiry date of the former lease. Annual lease rental will commence from this date, and is payable in advance.

The proposed lease will issue subject to the Navigable Waters Protection Act which is dministered by the Ministry of Transport, Canada and subject to cancellation on 90 ays notice at the discretion of the Lessor.

he proposed lease will contain the following provisos:

rovided also that this Indenture is issued and accepted on the understanding that the rown lands shall be used only by the Lessee for the sole purpose of log dumping, booming and storage

or logs of the Lessee and

rovided also that upon the Crown lands no longer being used by the Lessee for log dumping, booming and storage purposes, as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease.

The rental has been established at the rate of $ 2,827.00 per annum

Upon receipt of the sum of $ 2,857.00 representing the first year's rental and the statutory lease fee of $30.00 , which monies are required to be remitted to the Financial Services Division, Ministry of the Environment, Parliament Buildings, Victoria, B.C., V8V 1X5 in the enclosed self addressed envelope within 30 days from this date, preparation of the proposed lease will be proceeded with.

In the event a reply is not received within the time allowed, we will have no alternative but to reconsider and disallow the application for failure on your part to comply with our requirements.

Yours truly,

M. Smith

H.D. INGALL,
for Regional Land Manager

MS/mc

cc: Land Commissioner, New Westminster
District Land Manager, New Westminster (L.6151, Gp.1)
Director of Land Management, Victoria (095873)

PLEASE SEE REVERSE SIDE OF THIS LETTER FOR OTHER CONDITIONS

L.B. 104

Provided also that the Lessee agrees to keep the Crown lands in a safe, clean and sanitary condition, to the satisfaction of the Lessor at all times during the tenure of this lease and shall upon termination hereof or upon withdrawal of a portion of the Crown lands, effect the removal of such improvements situated thereon as may be directed to be removed by the Minister in writing; provided, however, that the expiry of this indenture and issuance of a new lease to the Lessee for a further term shall not be considered as a termination hereof.

Provided also that this lease is issued and accepted subject to all regulations of the Regional District of Fraser-Cheam.

Provided also that in order to guarantee compliance with the terms and conditions set forth in the lease you are required to place on deposit with the Minister cash of $3,500.00 or British Columbia Parity Bonds in the amount of $3,500.00. If the deposit is in the form of a registered bond, it shall be accompanied by a Power of Attorney from the owner thereof in favour of the Minister of Finance of the Province of British Columbia and the signature and authority to sign, by a Canadian Chartered Bank. This bond would be retained by the Treasury Branch of the Ministry of Finance and any interest accrued would be remitted to the owner of the Bond as it accrues. After inspection by an authorised official of the Lessor has confirmed that you have complied fully with the terms and conditions hereinbefore mentioned, then refund of the deposit shall be made. Failure to comply with such terms and conditions may, in the discretion of the Lessor, result in cancellation of the lease and forfeiture to the Lessor of the deposit and all other monies paid pursuant to the lease during the tenure thereof.

Alternately, the Ministry is prepared to accept the Receipt and Agreement form attached indicating that securities are deposited in the Bank to ensure performance and/or clean-up by the Lessee in accordance with the terms and conditions of the lease.

MINISTRY OF LANDS, PARKS AND HOUSING

MAR 20 1979

MAIL ROOM
VICTORIA

438-5344 local 242

Attention: Mike Smith
Our file: 0095873

March 13, 1979 21/3 L.S. 24
R.K. (2)

Canadian Forest Products Ltd.
505 Burrard Street
Vancouver, B.C.
V7X 1S5

ENTERED MAR 2 1 1979

Dear Sirs:

With reference to your application to lease covering Block "A" of Lot 6151, Group 1, New Westminster District

for log dumping, booming and storage and dry land log sorting purposes.
I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of 5 (five) years

to date from October 1, 1978 , the expiry date of the former lease. Annual lease rental will commence from this date, and is payable in advance.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Ministry of Transport, Canada and subject to cancellation on 90 days notice at the discretion of the Lessor.

The proposed lease will contain the following provisos:

Provided also that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log dumping, booming and storage and dry land log sorting
for logs of the Lessee.

Provided also that upon the Crown lands no longer being used by the Lessee for log dumping, booming and storage and dry land log sorting purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease.

[redacted]

The rental has been established at the rate of $3,645.00 per annum. [redacted] Upon receipt of the sum of $3,675.00 representing the first year's rental and the statutory lease fee of $30.00 [redacted] which monies are required to be remitted to the Financial Services Division, Ministry of LANDS, PARKS AND HOUSING, Parliament Buildings, Victoria, B.C., V8V 1X5 in the enclosed self addressed envelope within 30 days from this date, preparation of the proposed lease will be proceeded with.

[redacted]

Yours truly,

M. Smith

H.D. INGALL,
for Regional Land Manager

MS/mc

cc: Land Commissioner, New Westminster
District Land Manager, New Westminster (L.6151, Gp.1)
Director of Land Management, Victoria (0095873)

PLEASE SEE REVERSE SIDE OF THIS LETTER FOR OTHER CONDITIONS

L.B. 104

Provided also that the Lessee agrees to keep the Crown lands in a safe, clean and sanitary condition, to the satisfaction of the Lessor at all times during the tenure of this lease and shall upon termination hereof or upon withdrawal of a portion of the Crown lands, effect the removal of such improvements situated thereon as may be directed to be removed by the Minister in writing; provided, however, that the expiry of this indenture and issuance of a new lease to the Lessee for a further term shall not be considered as a termination hereof.

Provided also that this lease is issued and accepted subject to all regulations of the Regional District of Fraser-Cheam.

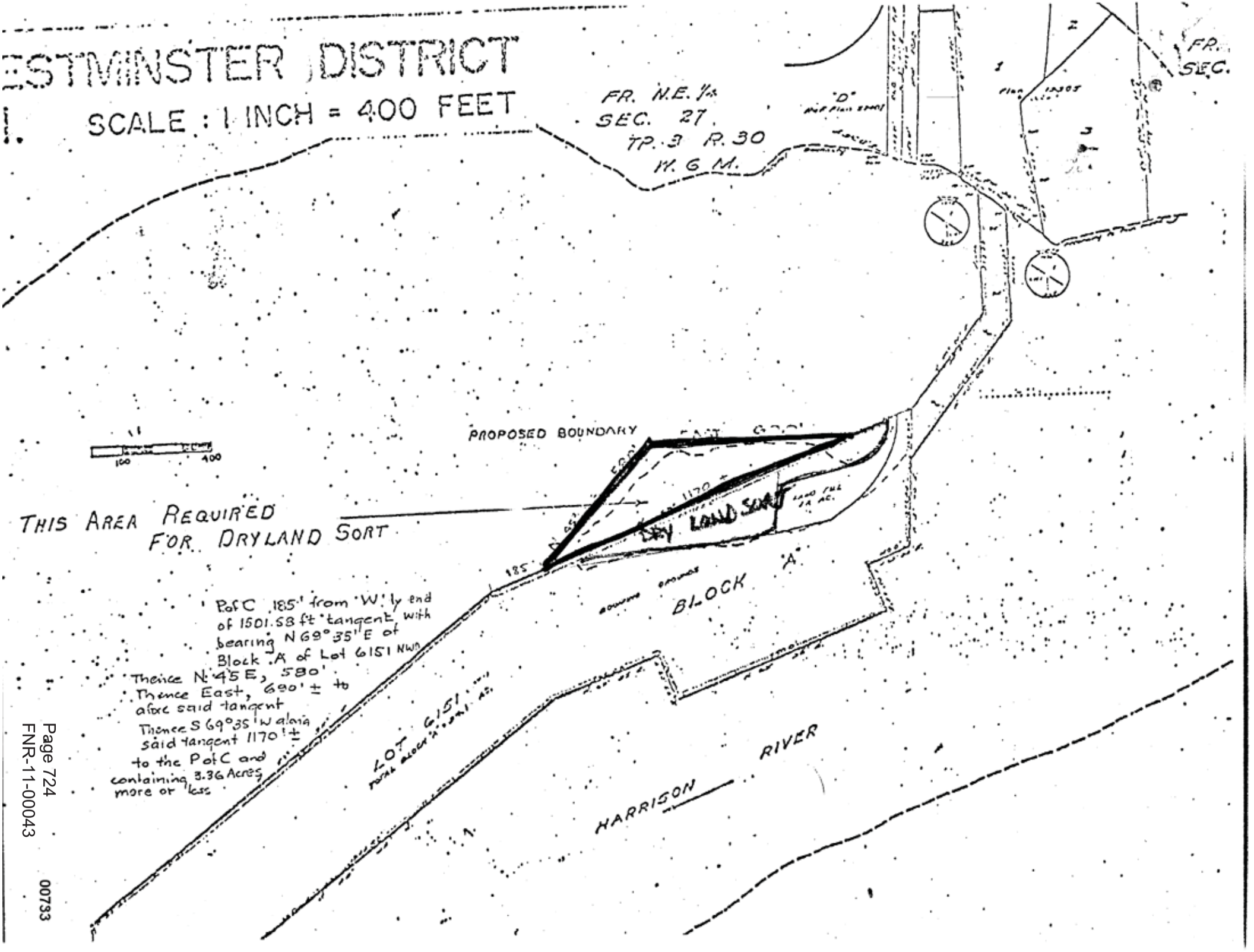
In order to guarantee compliance with the terms and conditions set forth in the lease, you are required to place on deposit with the Minister cash of $3,500.00 or British Columbia Parity Bonds in the amount of $3,500.00. If the deposit is in the form of a registered bond, it shall be accompanied by a Power of Attorney from the owner thereof in favour of the Minister of Finance of the Province of British Columbia and the signature of the Grantor thereunder must be guaranteed, both as to signature and authority to sign, by a Canadian Chartered Bank. This bond would be retained by the Treasury Branch of the Ministry of Finance and any interest accrued would be remitted to the owner of the bond as it accrues. After inspection by an authorized official of the Lessor has confirmed that you have complied fully with the terms and conditions hereinbefore mentioned, then refund of the deposit shall be made. Failure to comply with such terms and conditions may, in the discretion of the Lessor, result in cancellation of the lease and forfeiture to the Lessor of the deposit and all other monies paid pursuant to the lease during the tenure thereof. Alternatively, the Ministry is prepared to accept the Receipt and Agreement form attached indicating that securities are deposited in the Bank to ensure performance and/or clean-up by the Lessee in accordance with the terms and conditions of the lease.

Provided also that the lease is issued and accepted on the distinct understanding that the sorting area must be scraped and cleared of wood debris and bark each spring, prior to the freshet.

It is also pointed out that no filling will be permitted on the leasehold without the Regional Land Manager's consent.

THIS LETTER REPLACES THE MINISTRY'S LETTER OF ALLOWANCE DATED NOVEMBER 14, 1978.

SCALE : 1 INCH = 400 FEET
FR. NW ¼ SEC. 26
FR. NE. ¼ SEC. 27 TP. 3 R. 30 W. 6 M.
BLOCK "B"
SWAMP AGREEMENT
BLOCK "A"
Total 15.36 ha.
RIVER
HARRISON
LOT


ESTMINSTER DISTRICT
SCALE : 1 INCH = 400 FEET
FR. N.E. 1/4
SEC. 27,
TP. 3 R. 30
W. G. M.
FR. SEC.
PROPOSED BOUNDARY
THIS AREA REQUIRED
FOR DRYLAND SORT
DRY LAND SORT
BLOCK "A"
PofC 185' from 'W'ly end of 1501.58 ft tangent with bearing N 69° 35' E of Block A of Lot 6151 NWD
Thence N 45 E, 580'
Thence East, 690' ± to afore said tangent
Thence S 69° 35' W along said tangent 1170' ±
to the PofC and containing 3.36 Acres more or less
LOT 6151
HARRISON
RIVER

No. of this certificate 172

CANADIAN FOREST PROD.,
505 Burrard St.,
Vancouver, B. C.

592563E
Title No. B60070
Register Vol. 2343
From Title No.

LAND REGISTRY ACT
(SECTION 252)

CERTIFICATE OF ENCUMBRANCES

Land Registry Office, New Westminster, British Columbia.

This is to certify that at 8:30 a.m. on the 9th day of January, 1974 the state of the title to the land described herein is as stated below and is subject to the notations appearing on the back hereof.

S. A. Beckwith
Deputy Registrar.

Registered owner in fee-simple: Application for registration received November 30th, 1966

CANADIAN FORESTS PRODUCTS LTD.,

999 West Pender Street, Vancouver 2, B. C.

Description of land:

New Westminster Assessment District

Lot 1 of Parcel "C" of the North East Quarter of Section 27 Township 3 Range 30 West of the Sixth Meridian Plan 19385 New Westminster District

Certificate of Title No. 592563E is on File.

CHARGES, LIENS, AND INTERESTS*

Nature of Charge; Number; Date and Time of Application	Registered Owner of Charge	Remarks

* Each endorsement affects all the land described herein, unless otherwise indicated in "Remarks" column. See back hereof for abbreviations, etc.

Province of British Columbia

MEMORANDUM

Regional Land Manager
i/c Lower Mainland Region
BURNABY, B. C.

Date: December 8, 1978

VICTORIA FILE: 0095873
MISC REQUEST
DISTRICT FILE: F.6151, Gpl

Re: Block A of Lot 6151, Gp.1, N.W.D.
Area recently re-leased to Canadian Forest Products Ltd. by letter of allowance dated November 14, 1978.

A re-inspection of the lease area during the low water period reveals that Canadian Forest Products are using the exposed gravel bars for dry land sorting. In addition, they are trespassing on an area on the north edge of the lot as shown on the attached sketch.

This matter was discussed with an official from the Harrison Office and a letter sent directing the company to stop the filling or dredging, (dated November 3, 1978).

Canadian Forest Products have now applied for the additional area, as well as an expanded use within the lease for storage and dry land sorting.

An additional meeting was held with J.C. Polderman and Dick Herring of Canadian Forest Products and our Biologist Don Guthrie and myself on October 27, 1978 to discuss the proposed changes and the trespass use. They explained that during extreme low water there was insufficient depth to carry out sorting operations in the water. Consequently they are now using the gravel bar exposed during the low water for dry land sorting. They realize a portion of this bar is outside the lease boundary.

They have considered converting their entire operation here into a dry land sort. Unfortunately the capital expenditures required do not make this a viable alternative at the present. A tremendous quantity of good quality fill would be needed to bring the sorting area above the seasonal high water level. The rip rapping would also be expensive. In addition, the extra equipment is also quite expensive.

Riv Tow Straits has been responsible for maintaining the navigable channel through the Harrison River. However current restrictions by Federal Fisheries have almost stopped this type of activity. There is in fact some question as to the long term viability of the Canadian Forest Products operation in this location.

VALUATION:

The report dated July 6, 1978 established a land value for the fill area at $6000/acre. This was downgraded to $3000 because of no option to purchase.

The subject area can only be used seasonally and does not have the same value as the fill. Therefore we estimate this area to be worth $2000/acre.

Area of fill 2.5 acres @ $3000/acre = $7500.

Seasonal Dry land sort area within Lot 6151

2.8 acres @ $2000/acre = $5600.

New area to be included

3.36 acres @ $2000/acre = $6720.

TOTAL 8.66 acres $19,820

Rental on this portion @ 8% = $1586

Rental on log storage from LB 211A = $2059.

TOTAL RENTAL = $3645/annum.

NOTE: The $1250/acre base is used here rather than the $625/acre base because it is a repeat of the last report by Reg Bose. Other leases in this area are being valued at the $625 base.

RECOMMENDATIONS:

A new letter of allowance should be drawn up with the following changes:

1. Additional area outlined in red on sketch be included subject to survey.
2. New rental to reflect the seasonal dryland sort set at $3645/annum.
3. A proviso should be inserted in the new lease to insure the sorting area is scraped and cleared up of wood debris and bark each spring before the freshet.
4. No additional filling to be carried out without the written consent of the Regional Land Manager.

John Gerbrandt

John Gerbrandt
District Land Manager
New Westminster L.M. District

JG/tc
Encl:

LOG STORAGE AND BOOMING GROUNDS
FRASER RIVER - YALE TO PITT RIVER

APPRAISAL REPORT

AMENDED REPORT

Name of Lessee: Canadian Forest Products
Legal Description: L.6151, Gp.1, N.W.D.
Acreage: 34.1 (corrected)

Request No.: MISC.
Victoria File No.: 095873
District File No.: F.6151, Gp.1

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes.	10	7
2. Hazards of the Site		
(a) Wind	5	4
(b) Effect of current or tides (silting or rapid flow)	15	12
3. Period Usable		
(a) _____ acs.= _____% area usable 12 mths.=84 x _____% = _____		
(b) _____ acs.= _____% area usable 11 mths.=77 x _____% = _____		
(c) _____ acs.= _____% area usable 10 mths.=70 x _____% = _____		
(d) 25.1 acs.= 87 % area usable 9 mths.=63 x 87 % = 55		
(e) _____ acs.= _____% area usable 8 mths.=56 x _____% = _____		
(f) _____ acs.= _____% area usable 7 mths.=49 x _____% = _____		
(g) _____ acs.= _____% area usable 6 mths.=42 x _____% = _____		
(h) 1.7 acs.= 6 % area usable 5 mths.=35 x 6 % = 2		
(i) _____ acs.= _____% area usable 4 mths.=28 x _____% = _____		
(j) _____ acs.= _____% area usable 3 mths.=21 x _____% = _____		
(k) _____ acs.= _____% area usable 2 mths.=14 x _____% = _____		
(l) _____ acs.= _____% area usable 1 mth. = 7 x _____% = _____		
(m) 2.0 acres unusable		
28.8 = total acres — Total Rating--Period Usable	84	57
5.3 acres treated separately.		
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance	20	14
(b) Value of Lease to the Company	10	8
1. Availability of alternate sites		
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points (c) Transit 15 points	30	30
3. Amenities and accessibility	5	5
(c) Cost of developing and maintaining	16	6
5. Upland Ownership		
Allow 5 points if upland owned by Crown Allow 0 points if upland privately owned or leased	5	0
TOTAL	200	143
		71.5%

Appraised value = $ 893.75 per acre.

Total value = $ 897.75 per acre x 28.8 total acreage = $ 25740

Lease rental at 8% of appraised value is $ 2059 per annum.

Lease rental per acre per annum is $ 71.50

Remarks:

SEE ATTACHED REPORT.

Date Inspected

I.B. 211 A

ENR-11-00043

LEASE
No. 26796

Dated October 1st, 19 73

MINISTER OF LANDS, FORESTS,
AND WATER RESOURCES

TO

Canadian Forest Products Ltd.

For log dumping, booming and

storage purposes.

Term Five years.

Rental, $ 2477.00 per annum.

File No. 0095873

BOOMING

L.B. 2— 0

This Indenture, made the

day of October, A.D. 1973, BETWEEN Her Majesty the Queen (hereinafter called the "Lessor," represented herein by her Minister of Lands, Forests, and water Resources for the Province of British Columbia, hereinafter called the "Minister"), of the one part,

AND

Canadian Forest Products Ltd.

(hereinafter called the "Lessee"), of the other part.

WITNESSETH that the Lessor, under and by virtue of all powers thereto enabling, doth hereby lease unto the Lessee ALL that tract or parcel of foreshore and (or) land covered by water described as:

Lot 6151, Group 1, New Westminster District

(hereinafter referred to as the "Crown lands"), and more particularly shown on the map or plan hereunto annexed and thereon outlined in red, containing in the aggregate 34.1 acres, more or less, with the appurtenances thereto, save and except all such lands as may, under the provisions and conditions of these presents, be and become hereafter withdrawn from the operation thereof. The Lessor may make a reduction of rent proportionate to any reduction of area made in accordance with the terms of this paragraph.

TO HOLD the Crown lands unto the Lessee for log dumping, booming and storage purposes for the term of five years from the date hereof, determinable, nevertheless, as hereinafter provided.

A notice, signed by the Director of Lands, of a renewal of the term shall be conclusive evidence of the renewal and shall be deemed to be incorporated in this Indenture.

YIELDING and paying therefor unto the Lessor, in advance, yearly and every year, the rent of $2477.00 per annum ~~for the first five years, and thereafter the rent shall be subject to review and adjustment at the discretion of the Lessor for each successive five year period~~ and that payable on or before the 1st day of October in each year at the office of the Minister at the City of Victoria, whether demanded or not.

A notice, signed by the Director of Lands, of an adjustment of rental shall be conclusive evidence of the adjustment of the rental and shall be deemed to be incorporated in this Indenture.

AND THE LESSEE HEREBY COVENANTS WITH THE LESSOR, HER SUCCESSORS AND ASSIGNS

To pay rent at the times and in the manner aforesaid:

To enter forthwith upon the Crown lands and make reasonable and diligent use of the same during the term hereof for the purposes aforesaid only:

To pay all taxes, rates, duties, and assessments whatsoever now charged or hereafter to be charged upon the Crown lands or any part thereof; upon the rent or any part thereof; or upon the Lessor, her successors and assigns, in respect thereof:

To observe all and singular the provisions of the Land Laws for the time being of the Province:

To not assign or sublet this lease or the privileges and rights hereby conferred, or any part thereof, without the written consent of the Minister, the consent to be subject to such terms and conditions as the Minister may determine:

PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this Indenture, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister or his duly authorized representative:

PROVIDED also that in case of neglect or default of the Lessee to duly and regularly pay the rent and observe any covenant, condition, or stipulation contained or referred to in this Indenture, it shall be lawful for the Lessor, upon notice in writing mailed by prepaid registered post, addressed to the Lessee's last-known place of residence, registered office, or chief place of business in the Province, or by a like notice posted in a conspicuous place on the Crown lands, to forfeit absolutely all or any portions of the Crown lands as specified in the notice, and all of the rights and privileges hereby conferred shall at once (as to the part or parts so specified only) be absolutely void and of no effect without any actual re-entry on the part of the Lessor, or other proceeding whatever:

PROVIDED also that any notice, demand, notice of cancellation or notice of default, or other communication otherwise affecting the tenancy hereunder which the Lessor may require or desire to give or serve upon the Lessee, may be legally given and served by the Minister, the Deputy Minister of Lands, or other officer acting in their behalf if mailed or posted in the manner hereinbefore provided:

PROVIDED also that in the construction of this Indenture rent not paid in advance shall be deemed to be rent in arrears, and carry with it all the incidents and remedies attaching by law to rent in arrears:

PROVIDED also that any assignment by operation of any law of bankruptcy or insolvency or any assignment for the benefit of creditors of the Lessee of the premises and privileges hereby conferred shall of itself be a forfeiture of the premises and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the provisions herein contained:

PROVIDED also that the Crown lands shall be subject to all rights of free miners under the Mining Laws of the Province for the time being, and to the laws of the Province in force from time to time with respect to the acquisition of minerals, precious and base, including phosphate, coal, petroleum, and any gas or gases:

PROVIDED also that if, upon the expiration of the term hereof, the Minister decides to re-lease the Crown lands, or any portion thereof, and the Lessee has duly and regularly paid the rent and observed all the covenants, conditions, and stipulations herein contained, the Lessee shall have prior right to a lease of the Crown lands, or portion thereof:

PROVIDED also that on the expiration or sooner determination of this Indenture or upon the withdrawal of a portion of the Crown lands, the Lessee may, within thirty days thereafter, with the written consent of the Minister, remove any buildings or other structures which have been placed on the Crown lands by the Lessee:

PROVIDED also, during the term hereof, the Lessee shall not deposit upon the Crown lands, or any part thereof, any earth or other material for the purpose of reclaiming, filling in, or raising the level of any portion of the Crown lands without the consent in writing of the Minister, and then only in accordance with such terms, conditions, and regulations as the Minister may make:

PROVIDED also that upon the expiration or sooner determination of this Indenture, the Lessee, if required by the Minister, shall, at the Lessee's expense and to the satisfaction of the Minister, forthwith remove or cause to be removed from the Crown lands any structures or other materials which have been erected, placed, or otherwise deposited thereon by the Lessee during the term hereof:

PROVIDED also that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log dumping, booming and storage for logs of the Lessee

PROVIDED also that upon the Crown lands no longer being used by the Lessee for log dumping, booming and storage purposes as aforesaid,

the same shall forthwith *ipso facto* determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease:

PROVIDED also that if this Indenture has been secured by misrepresentation as to any material facts, it may be summarily cancelled by the Lessor in the manner hereinbefore provided:

PROVIDED also that, notwithstanding the rights and privileges of the Lessee herein contained, the Lessor reserves the right to grant rights-of-way across, through, under, or over any portions of the Crown lands for any purpose whatsoever on the condition, however, that the rights-of-way so granted shall not unreasonably interfere with the rights granted by this Indenture or with the Lessee's improvements on the Crown lands, and in the event that the Lessee's rights and improvements are interfered with, compensation shall be set at the sole discretion of the Minister, and his decision as to compensation shall be final:

PROVIDED also that this Indenture is issued and accepted subject to cancellation on ninety days' notice at the discretion of the Lessor.

PROVIDED also that this Indenture is subject to the *Navigable Waters Protection Act*, being chapter 193, *Revised Statutes of Canada, 1952*, and amendments.

PROVIDED also that the Minister, in his sole discretion, may amend or adjust the term hereby granted, the rent reserved, or the description or acreage of the land described in the Indenture, and the Minister shall forward a notice of said amendment or adjustment to the Lessee at his last-known place of residence (or at the registered office or chief place of business in the Province):

PROVIDED also that the Lessee agrees to keep the Crown lands in a safe, clean and sanitary condition, to the satisfaction of the Lessor, at all times during the tenure of this lease and shall upon termination hereof or upon withdrawal of a portion of the Crown lands, effect the removal of such improvements situated thereon as may be directed to be removed by the Minister in writing; provided, however, that the expiry of this indenture and issuance of a new lease to the Lessee for a further term shall not be considered as a termination hereof.

INITIALS
LESSEE
WITNESS

PROVIDED also that in order to guarantee compliance with the terms and conditions set forth herein, the Lessee shall place on deposit with the Minister cash of $3500.00 or British Columbia Parity Bonds in the amount of $3500.00. If the deposit is in the form of a registered bond, it shall be accompanied by a Power of Attorney from the owner thereof in favour of the Minister of Finance of the Province of British Columbia and the signature of the Grantor thereunder must be guaranteed, both as to signature and authority to sign, by a Canadian chartered Bank. This Bond would be retained by the Treasury Branch of the Department of Finance and any interest accrued would be remitted to the owner of the Bond as it accrues. After inspection by an authorized official of the Lessor has confirmed that the Lessee has complied fully with the terms and conditions hereinbefore mentioned, then refund of the deposit shall be made. Failure to comply with such terms and conditions may, in the discretion of the Lessor, result in cancellation of the lease and forfeiture to the Lessor of the deposit and all other monies paid pursuant to the lease during the tenure thereof.

PROVIDED also that this lease is issued and accepted subject to all regulations of the Regional District of Fraser-Cheam.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate, also the heirs, executors, administrators, successors, and assigns of the parties hereto and each of them (where the context or the parties so require).

IN WITNESS WHEREOF the Director of Lands and the Lessee have hereunto set their hands and seals.

Signed, sealed, and delivered in the presence of—

Adrienne E. Rossiter
Witness to the Director of Land's signature.

Edward G. Goodwin
FOR *Director of Lands.*

CANADIAN FOREST PRODUCTS LTD.

~~Witness to Lessee's signature.~~

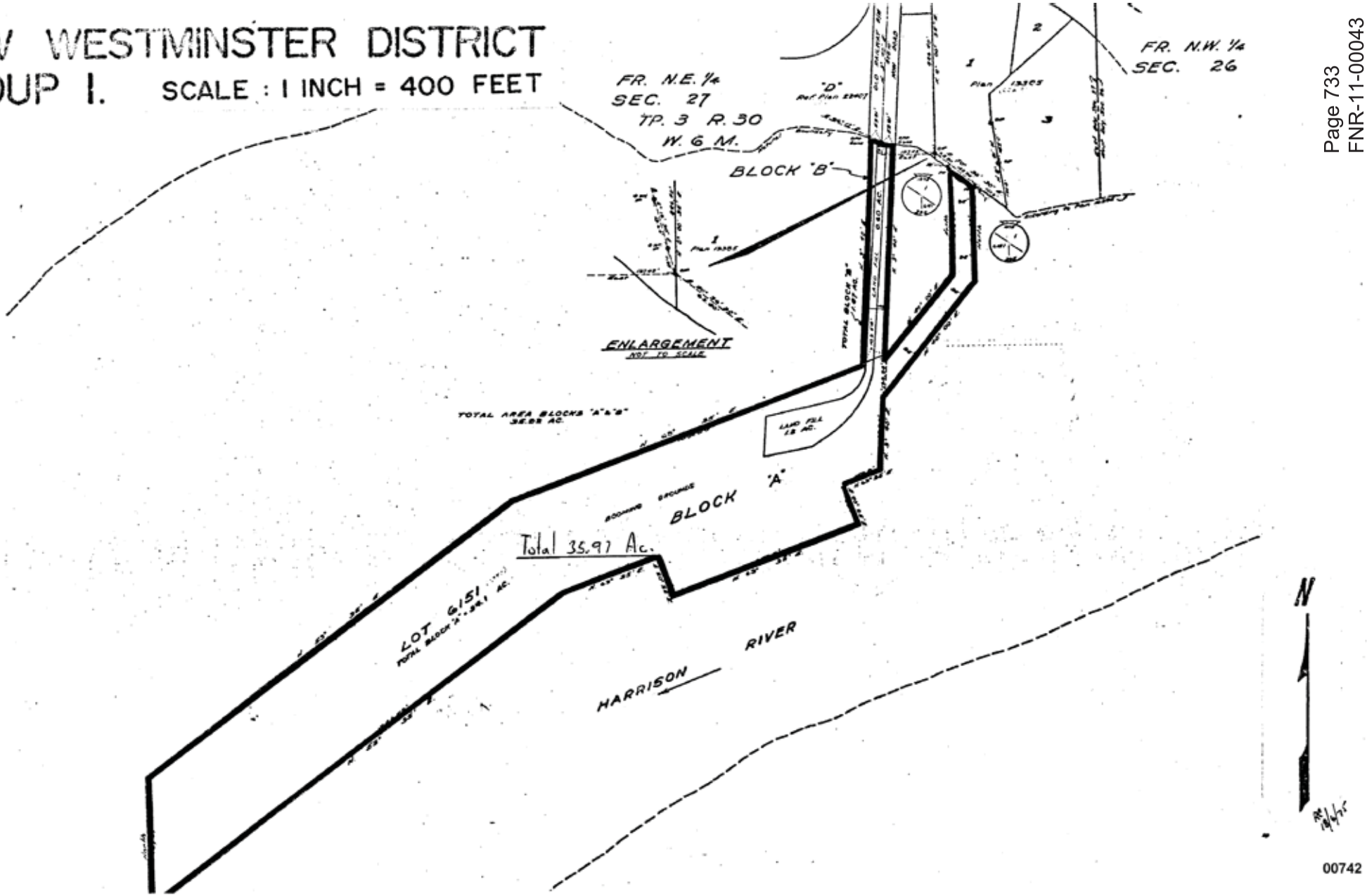
Vice-President
Lessee.

~~Witness to Lessee's signature.~~

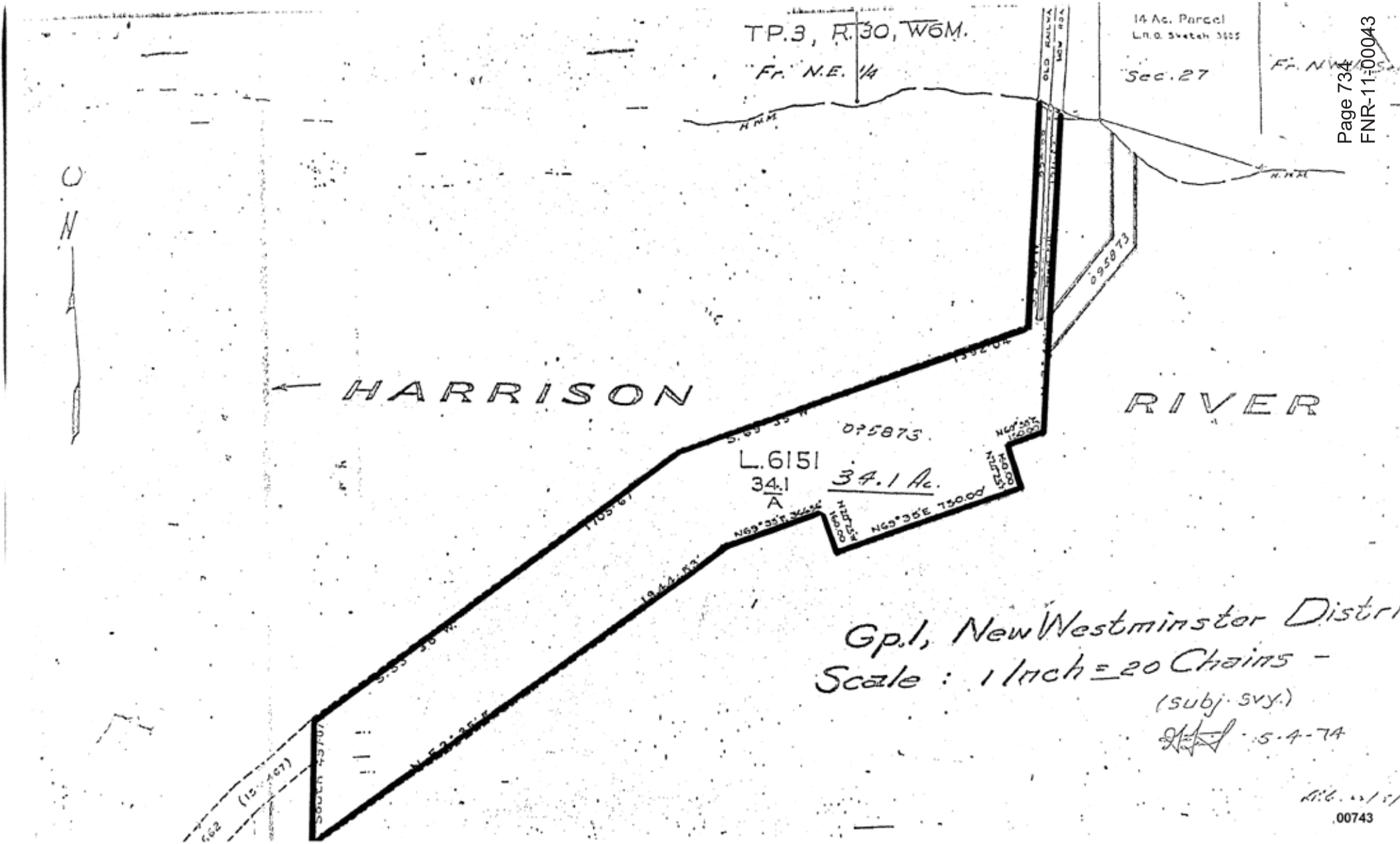
Secretary-Treasurer
~~Lessee.~~

NOTE.—If the Lessee is a copartnership, the instrument must be signed and sealed by each member of the partnership. If the Lessee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signatures of these officials.

EW WESTMINSTER DISTRICT
ROUP 1. SCALE : 1 INCH = 400 FEET



00742



Page 734
FNR-11-00043

Canadian Forest Products Ltd.
15th Floor, 505 Burrard Street
Vancouver, B. C. V7X 1B5

MAR 26 1980

MAIL ROOM
VICTORIA, B.C.

Dear Sirs:

Reference is made to the application for extension of holdings requested on Lease No. 26796 covering Lot 6151, Group 1, New Westminster District issued in the name of your company for log dumping, booming and storage and dry log sorting purposes.

I am advised to inform you that your application has been approved over the area outlined in red on the attached plan.

The area must be surveyed and you are obliged to engage the services of a British Columbia Land Surveyor, at your own expense, who must obtain instructions from the Surveyor-General and complete the survey within one year thereafter.

Providing you wish to proceed with your application, please advise the Ministry of Lands, Parks and Housing within sixty days of this date and at the same time forward a letter from a British Columbia Land Surveyor stating that he has accepted the job.

Also, please not the importance of observing the following conditions which are required to cover the proposed dredging and filling operation:

1. The fill be well armored with rip rap on the river side.
2. The debris material from the dry land sort is hauled away from the site.
3. The dredging and fill placement is carried out during a period of low water.
4. The elevation of the land fill is not above the elevation of the causeway.
5. Land fill does not encroach on the river past a line drawn from the highway bridge approach fill on the right bank to the existing land fill as shown on the attached sketch.

If you have not already done so, please submit a State of Title Certificate required to prove ownership of upland property of a foreshore lease.

(Cont'd)

On October 1, 1980 the rental for the additional area will be amalgamated with the existing rental (ie $1,152 and $3,645 = $4,797).

Please bear in mind that your lease was issued October 1, 1978 for a period of five years and will expire absolutely on October 1, 1983.

Should you require further clarification on the above, feel free to contact me at your own convenience at 438-5344 local 244.

Yours truly,

H. D. INGALL,
for Director
Lower Mainland Region
Lands and Housing Division

WMcD/rb
c.c. Land Commissioner, New Westminster
District Land Manager, New Westminster (UF 6151 Gp. 1)
Director, Land Records, Victoria (0095873)

APPRAISAL REPORT

Name of [illegible]e: *Canadian Forest Products*
Legal Description: *UF 6151, Gp.1, N.W.D.*
Acreage: *5.7 acres*

Request No.: *02790959*
Victoria File No.: *0095873*
District File No.: *UF 6151 Gp.1*

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes.	10	*7*
2. Hazards of the Site		
(a) Wind	5	*4*
(b) Effect of current or tides (silting or rapid flow)	15	*12*
3. Period Usable		
(a) ____ acres = ___ % area usable 12 mo. = 84 x ___ % = ____		
(b) ____ acres = ___ % area usable 11 mo. = 77 x ___ % = ____		
(c) ____ acres = ___ % area usable 10 mo. = 70 x ___ % = ____		
(d) ____ acres = ___ % area usable 9 mo. = 63 x ___ % = ____		
(e) *4.28* acres = *75* % area usable 8 mo. = 56 x *75* % = *42*		
(f) ____ acres = ___ % area usable 7 mo. = 49 x ___ % = ____		
(g) ____ acres = ___ % area usable 6 mo. = 42 x ___ % = ____		
(h) ____ acres = ___ % area usable 5 mo. = 35 x ___ % = ____		
(i) *1.43* acres = *25* % area usable 4 mo. = 28 x *25* % = *7*		
(j) ____ acres = ___ % area usable 3 mo. = 21 x ___ % = ____		
(k) ____ acres = ___ % area usable 2 mo. = 14 x ___ % = ____		
(l) ____ acres = ___ % area usable 1 mo. = 7 x ___ % = ____		
(m) _____ acres unusable		
5.7 = total acres Total Rating - Period Usable	84	*49*
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance	20	*14*
(b) Value of lease to the company 1. Availability of alternate sites	10	*8*
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points (c) Transit 15 points	30	*30*
3. Amenities and accessibility	5	*5*
(c Cost of developing and maintaining	16	*6*
5. Upl d Ownership Allow 5 points if upland owned by Crown Allow 0 points if upland privately owned or leased	5	*0*
TOTAL	200	*135*

Appraised value = $ *843.75* per acre *67.50% of $1,250*

Total value = $ *843.75* per acre x *5.7* total acreage = $ *4,809.38*

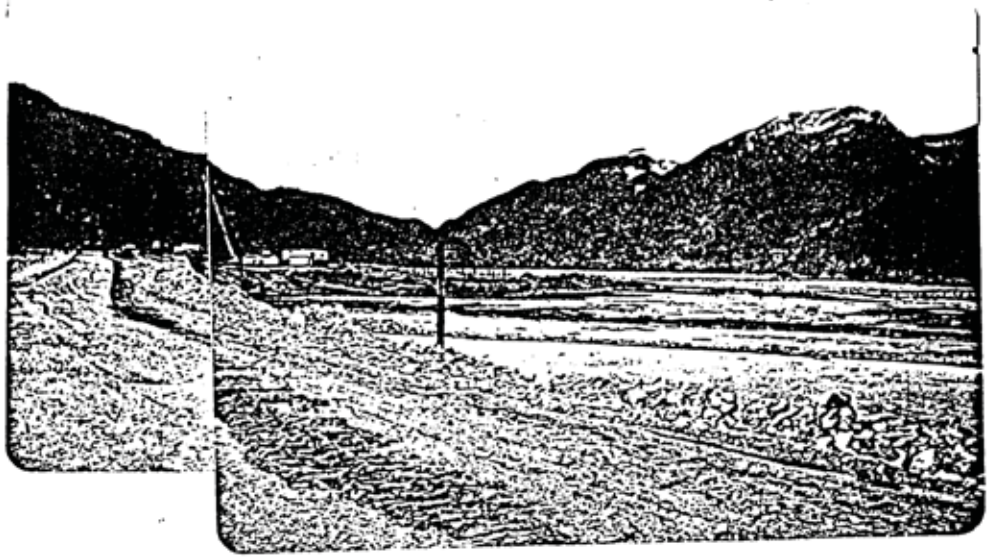
Lease Rental at *8%* of appraised value is *$384.75 say* $ *385.00* per annu

Lease Rental per acre per annum is $ *67.50*

Remarks:
See attached memo.

Date Inspected *February 5, 1980*
Date reported: February 27, 1980
L.B. 211 A

Land Inspector



South Westerly view looking down causeway, showing log Dump operation.

Panoramic View of Log Booming & Storage Area.

0095873 v2

File: 0095873 VOL 2

CANADIAN FOREST PRODUCTS

/hr

Page 740
FNR-11-00043

438-5344 local 242
Attention: Mike Smith
Our file: 0095873
November 14, 1978

Canadian Forest Products Ltd.
505 Burrard Street
Vancouver, B.C.
V7X 1B5

Dear Sirs:

With reference to your application to lease covering Block A of Lot 6151, Group 1, New Westminster District

for log dumping, booming and storage purposes.
I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of 5 (five) years

to date from October 1, 1978 , the expiry date of the former lease. Annual lease rental will commence from this date, and is payable in advance.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Ministry of Transport, Canada and subject to cancellation on 90 days notice at the discretion of the Lessor.

The proposed lease will contain the following provisos:

Provided also that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log dumping, booming and storage
for logs of the Lessee.

Provided also that upon the Crown lands no longer being used by the Lessee for log dumping, booming and storage purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease.

[redacted]

The rental has been established at the rate of $ 2,827.00 per annum [redacted] Upon receipt of the sum of $ 2,857.00 representing the first year's rental and the statutory lease fee of $30.00 and $ [redacted] rental, which monies are required to be remitted to the Financial Services Division, Ministry of the Environment, Parliament Buildings, Victoria, B.C., V8V 1X5 in the enclosed self addressed envelope within 30 days from this date, preparation of the proposed lease will be proceeded with.

In the event a reply is not received within the time allowed, we will have no alternative but to reconsider and disallow the application for failure on your part to comply with our requirements.

M. Polderman phoned & advised that he discussed use of this area & the size with J. Verhorst.
NEW REPORT TO FOLLOW
16/11/78
M.S.

Yours truly,

M. Smith

H.D. INGALL,
for Regional Land Manager

MS/mc

cc: Land Commissioner, New Westminster
District Land Manager, New Westminster (L.6151, Gp.1)
Director of Land Management, Victoria (095873)

PLEASE SEE REVERSE SIDE OF THIS LETTER FOR OTHER CONDITIONS

104

Provided also that the Lessee agrees to keep the Crown lands in a safe, clean and sanitary condition, to the satisfaction of the Lessor at all times during the tenure of this lease and shall upon termination hereof or upon withdrawal of a portion of the Crown lands, effect the removal of such improvements situated thereon as may be directed to be removed by the Minister in writing; provided, however, that the expiry of this indenture and issuance of a new lease to the Lessee for a further term shall not be considered as a termination hereof.

Provided also that this lease is issued and accepted subject to all regulations of the Regional District of Fraser-Cheam.

Provided also that in order to guarantee compliance with the terms and conditions set forth in the lease you are required to place on deposit with the Minister cash of $3,500.00 or British Columbia Parity Bonds in the amount of $3,500.00. If the deposit is in the form of a registered bond, it shall be accompanied by a Power of Attorney from the owner thereof in favour of the Minister of Finance of the Province of British Columbia and the signature and authority to sign, by a Canadian Chartered Bank. This bond would be retained by the Treasury Branch of the Ministry of Finance and any interest accrued would be remitted to the owner of the Bond as it accrues. After inspection by an authorized official of the Lessor has confirmed that you have complied fully with the terms and conditions hereinbefore mentioned, then refund of the deposit shall be made. Failure to comply with such terms and conditions may, in the discretion of the Lessor, result in cancellation of the lease and forfeiture to the Lessor of the deposit and all other monies paid pursuant to the lease during the tenure thereof.

Alternately, the Ministry is prepared to accept the Receipt and Agreement form attache indicating that securities are deposited in the Bank to ensure performance and/or clea up by the Lessee in accordance with the terms and conditions of the lease.

438-5344 local 242
Attention: Mike Smith
Our file: 0095873
November 14, 1978

Canadian Forest Products Ltd.
505 Burrard Street
Vancouver, B.C.
V7X 1B5

Dear Sirs:

With reference to your application to lease covering Block A of Lot 6151, Group 1, New Westminster District

for log dumping, booming and storage purposes.
I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of 5 (five) years

to date from October 1, 1978 , the expiry date of the former lease. Annual lease rental will commence from this date, and is payable in advance.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Ministry of Transport, Canada and subject to cancellation on 90 days notice at the discretion of the Lessor.

The proposed lease will contain the following provisos:

Provided also that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log dumping, booming and storage
for logs of the Lessee.

Provided also that upon the Crown lands no longer being used by the Lessee for log dumping, booming and storage purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease.

Occupational rental will be payable for the use of the premises prior to the issuance of the lease, from at per annum.

The rental has been established at the rate of $ 2,827.00 per annum for the first five years and thereafter subject to review and adjustment at the discretion of the Lessor for each successive period of five years. Upon receipt of the sum of $ 2,857.00 representing the first year's rental and the statutory lease fee of $30.00 and $ occupational rental, which monies are required to be remitted to the Financial Services Division, Ministry of the Environment, Parliament Buildings, Victoria, B.C., V8V 1X5 in the enclosed self addressed envelope within 30 days from this date, preparation of the proposed lease will be proceeded with.

In the event a reply is not received within the time allowed, we will have no alternative but to reconsider and disallow the application for failure on your part to comply with our requirements.

M. Polderman phoned. I advised that he discussed use of this area & the size with J. Verbrandt. NEW REPORT TO FOLLOW 16/11/78 M.S.

Yours truly,

M. Smith

H.D. INGALL,
for Regional Land Manager

MS/mc

cc: Land Commissioner, New Westminster
District Land Manager, New Westminster (L.6151, Gp.1)
Director of Land Management, Victoria (095873)

PLEASE SEE REVERSE SIDE OF THIS LETTER FOR OTHER CONDITIONS

104

Provided also that the Lessee agrees to keep the Crown lands in a safe, clean and sanitary condition, to the satisfaction of the Lessor at all times during the tenure of this lease and shall upon termination hereof or upon withdrawal of a portion of the Crown lands, effect the removal of such improvements situated thereon as may be directed to be removed by the Minister in writing; provided, however, that the expiry of this indenture and issuance of a new lease to the Lessee for a further term shall not be considered as a termination hereof.

Provided also that this lease is issued and accepted subject to all regulations of the Regional District of Fraser-Cheam.

Provided also that in order to guarantee compliance with the terms and conditions set forth in the lease you are required to place on deposit with the Minister cash of $3,500.00 or British Columbia Parity Bonds in the amount of $3,500.00. If the deposit is in the form of a registered bond, it shall be accompanied by a Power of Attorney from the owner thereof in favour of the Minister of Finance of the Province of British Columbia and the signature and authority to sign, by a Canadian Chartered Bank. This bond would be retained by the Treasury Branch of the Ministry of Finance and any interest accrued would be remitted to the owner of the Bond as it accrues. After inspection by an authorized official of the Lessor has confirmed that you have complied fully with the terms and conditions hereinbefore mentioned, then refund of the deposit shall be made. Failure to comply with such terms and conditions may, in the discretion of the Lessor, result in cancellation of the lease and forfeiture to the Lessor of the deposit and all other monies paid pursuant to the lease during the tenure thereof.

Alternately, the Ministry is prepared to accept the Receipt and Agreement form attached indicating that securities are deposited in the Bank to ensure performance and/or clean up by the Lessee in accordance with the terms and conditions of the lease.

Province of British Columbia

MEMORANDUM

64

To: Regional Land Manager
Lower Mainland Region
Burnaby, B. C.

From: Land Manager
New Westminster L.M. District

Date: July 6, 1978
Victoria File: 095873
Dist. File: L. 6151, Gp. 1
Request: Misc.

Subject: A/L Log Booming & Storage (Renewal)
Lot 6151, Gp. 1, N.W.D.
Harrison Bay

CANADIAN FOREST PRODUCTS LTD.

The site was inspected on June 21, 1978.

Comments: The old causeway has been removed and the area has been left in a clean, safe, sanitary condition.

The new causeway has been surveyed as per the attached sketch.

At the time of inspection there were seven dolphins and several sections of boomed logs in trespass as indicated on the attached sketch. A letter has been sent to Canadian Forest Products Ltd. informing them of the trespass and providing them the option of applying for legalization or removing the items in trespass. A copy of this letter is attached.

On the north side of the designated lease extending approximately 400 yards from the land fill, as indicated on the sketch, there is what appears as an area of shallow fill.There was some consternation at the time of inspection as to the origin of the fill. After reviewing several years of old aerial photographs it was determined that this is actually a portion of the old river bank and not unnaturally deposited.

Valuation: The lease rental rate for L. 6151, not including the area covered by fill is $2,227 per annum, as calculated per attached form LB 211A.

The B. C. Assessment Authority in Chilliwack was contacted to obtain sales data in order to derive a lease rental for the 2.5 acres of fill within L.6151 Gp. 1, N.W.D. No sales were available, however, three parcels adjacent to L.6151 had values appraised by B.C.A.A.

4.72 acres @ $33,050 = $7,002/acre
.79 acres @ $10,200 = $12,911/acre
5.25 acres @ $31,500 = $6,000/acre

Estimated value per acre of subject area is $6,000. As this area is a lease only with no chance of outright ownership the value per acre is estimated at $3,000.

.....2

Area of fill: 2.5 acres @ $3,000/acre = $7,500.

Lease rental @ 8% of appraised value = $ 600.
Total rental = $2,227 + $600 = $2827.
Total rental per acre per annum is $82.90

Recommendations:

1. It is recommended to continue this lease for a further 5 (five) years at an annual rental of $2,827 subject to:

   (a) the Navigable Waters Protection Act
   (b) no more fill is to be deposited without the prior consent of the Regional Land Manager

2. It is recommended to delete that portion indicated as Block B of Lot 6151 from the new lease as this area has been left in a clean, safe, sanitary condition.

3. It is again recommended, as in the previous report dated 22/4/74, that a bond of $2,000 be collected to ensure proper clean up. If this lease were to be abandoned the restoration of the area would be a major undertaking and quite costly.

Janet Jansen
Land Manager

BDC/md

encls:
1. Sketch of L. 6151 indicating old and new causeways. Old causeway has been crossed out. Location of dolphins and boom in trespass are indicated.
2. (a) letter to Canadian Forest Products informing of trespass;
   (b) request for letter of encumbrance.

27/6/8

LOG STORAGE AND BOOMING GROUNDS
FRASER RIVER - YALE TO PITT RIVER

APPRAISAL REPORT

Date Reported - JULY 6, 1978

Name of Lessee: CANADIAN FOREST PRODUCTS LTD.
Legal Description: F. 6151, Gp. 1, N.W.D.
Acreage: 35.97

Request No.: MISC.
Victoria File No.: 095873
District File No.: F. 6151, Gp.1

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes. Fill required for dump and access.	10	7
2. Hazards of the Site		
(a) Wind - occasional westerly and easterly winds.	5	4
(b) Effect of current or tides (silting or rapid flow) Some silting and occasional strong freshet current.	15	12
3. Period Usable		
(a) ____ acs.= ____% area usable 12 mths.=84 x ____% = ____		
(b) ____ acs.= ____% area usable 11 mths.=77 x ____% = ____		
(c) ____ acs.= ____% area usable 10 mths.=70 x ____% = ____		
(d) 25.1 acs.= 79 % area usable 9 mths.=63 x 79 % = 50		
(e) ____ acs.= ____% area usable 8 mths.=56 x ____% = ____		
(f) ____ acs.= ____% area usable 7 mths.=49 x ____% = ____		
(g) ____ acs.= ____% area usable 6 mths.=42 x ____% = ____		
(h) 4.5 acs.= 14 % area usable 5 mths.=35 x 14 % = 5		
(i) ____ acs.= ____% area usable 4 mths.=28 x ____% = ____		
(j) ____ acs.= ____% area usable 3 mths.=21 x ____% = ____		
(k) ____ acs.= ____% area usable 2 mths.=14 x ____% = ____		
(l) ____ acs.= ____% area usable 1 mth. = 7 x ____% = ____		
(m) 2 acres unusable		
31.6 = total acres Total Rating--Period Usable 2.5 acres fill treated separately.	84	55
4. Economic Conditions		
(a) Proximity to mill or market F.O.B. Pitt River 45 miles 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance	20	14
(b) Value of Lease to the Company		
1. Availability of alternate sites Not as Good	10	8
2. Value of lease to the operation		
(a) Dumping and booming up to 30 points (b) Storage 20 points (c) Transit 15 points	30	30
3. Amenities and accessibility Annual Dredging	5	5
Dolphin Maintenance	16	6
(c) Cost of developing and maintaining		
5. Upland Ownership		
Allow 5 points if upland owned by Crown Allow 0 points if upland privately owned or leased	5	0
TOTAL	200	141 (70.5%)

Appraised value = $ 881 per acre.(.705 x $1,250/acre)

Total value = $ 881 per acre x 31.6 total acreage = $ 27,840

Lease rental at 8% of appraised value is $2,227.20 $ 2,227 per annum.

Lease rental per acre per annum is (calculated on 31.6 acres) $ 70.47

Remarks: 1.87 acres of 35.97 total is old causeway which should now be deleted, bringing total acreage back to 34.1. Fill area = 2.5 acres @ $6,000/ac. = $15,000; 50% x $15,000 = $7,500; lease rental @ 8% = $600; total rent = $2,227 + 600 = $2,827. Total rental per acre per annum is $82.90 (see attached letter)

Date Inspected June 21, 1978 L.B. 211 A

Land Inspector Manager
Janet Hansen

ENR-11-00043

This Indenture, made the

day of October, A.D. 1973, BETWEEN Her Majesty the Queen (hereinafter called the "Lessor," represented herein by her Minister of Lands, Forests, and water Resources for the Province of British Columbia, hereinafter called the "Minister"), of the one part,

AND

Canadian Forest Products Ltd.

(hereinafter called the "Lessee"), of the other part.

WITNESSETH that the Lessor, under and by virtue of all powers thereto enabling, doth hereby lease unto the Lessee ALL that tract or parcel of foreshore and (or) land covered by water described as:

Lot 6151, Group 1, New Westminster District

(hereinafter referred to as the "Crown lands"), and more particularly shown on the map or plan hereunto annexed and thereon outlined in red, containing in the aggregate 34.1 acres, more or less, with the appurtenances thereto, save and except all such lands as may, under the provisions and conditions of these presents, be and become hereafter withdrawn from the operation thereof. The Lessor may make a reduction of rent proportionate to any reduction of area made in accordance with the terms of this paragraph.

TO HOLD the Crown lands unto the Lessee for log dumping, booming and storage purposes for the term of five years from the date hereof, determinable, nevertheless, as hereinafter provided.

A notice, signed by the Director of Lands, of a renewal of the term shall be conclusive evidence of the renewal and shall be deemed to be incorporated in this Indenture.

YIELDING and paying therefor unto the Lessor, in advance, yearly and every year, the rent of $2477.00 per annum ~~for the first five years, and thereafter the rent shall be subject to review and adjustment at the discretion of the Lessor for each successive five year period~~ and that payable on or before the 1st day of October in each year at the office of the Minister at the City of Victoria, whether demanded or not.

A notice, signed by the Director of Lands, of an adjustment of rental shall be conclusive evidence of the adjustment of the rental and shall be deemed to be incorporated in this Indenture.

AND THE LESSEE HEREBY COVENANTS WITH THE LESSOR, HER SUCCESSORS AND ASSIGNS

To pay rent at the times and in the manner aforesaid:

To enter forthwith upon the Crown lands and make reasonable and diligent use of the same during the term hereof for the purposes aforesaid only:

To pay all taxes, rates, duties, and assessments whatsoever now charged or hereafter to be charged upon the Crown lands or any part thereof; upon the rent or any part thereof; or upon the Lessor, her successors and assigns, in respect thereof:

To observe all and singular the provisions of the Land Laws for the time being of the Province:

To not assign or sublet this lease or the privileges and rights hereby conferred, or any part thereof, without the written consent of the Minister, the consent to be subject to such terms and conditions as the Minister may determine:

PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this Indenture, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister or his duly authorized representative:

PROVIDED also that in case of neglect or default of the Lessee to duly and regularly pay the rent and observe any covenant, condition, or stipulation contained or referred to in this Indenture, it shall be lawful for the Lessor, upon notice in writing mailed by prepaid registered post, addressed to the Lessee's last-known place of residence, registered office, or chief place of business in the Province, or by a like notice posted in a conspicuous place on the Crown lands, to forfeit absolutely all or any portions of the Crown lands as specified in the notice, and all of the rights and privileges hereby conferred shall at once (as to the part or parts so specified only) be absolutely void and of no effect without any actual re-entry on the part of the Lessor, or other proceeding whatever:

PROVIDED also that any notice, demand, notice of cancellation or notice of default, or other communication otherwise affecting the tenancy hereunder which the Lessor may require or desire to give or serve upon the Lessee, may be legally given and served by the Minister, the Deputy Minister of Lands, or other officer acting in their behalf if mailed or posted in the manner hereinbefore provided:

PROVIDED also that in the construction of this Indenture rent not paid in advance shall be deemed to be rent in arrears, and carry with it all the incidents and remedies attaching by law to rent in arrears:

PROVIDED also that any assignment by operation of any law of bankruptcy or insolvency or any assignment for the benefit of creditors of the Lessee of the premises and privileges hereby conferred shall of itself be a forfeiture of the premises and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the provisions herein contained:

PROVIDED also that the Crown lands shall be subject to all rights of free miners under the Mining Laws of the Province for the time being, and to the laws of the Province in force from time to time with respect to the acquisition of minerals, precious and base, including phosphate, coal, petroleum, and any gas or gases:

PROVIDED also that if, upon the expiration of the term hereof, the Minister decides to re-lease the Crown lands, or any portion thereof, and the Lessee has duly and regularly paid the rent and observed all the covenants, conditions, and stipulations herein contained, the Lessee shall have prior right to a lease of the Crown lands, or portion thereof:

PROVIDED also that on the expiration or sooner determination of this Indenture or upon the withdrawal of a portion of the Crown lands, the Lessee may, within thirty days thereafter, with the written consent of the Minister, remove any buildings or other structures which have been placed on the Crown lands by the Lessee:

PROVIDED also, during the term hereof, the Lessee shall not deposit upon the Crown lands, or any part thereof, any earth or other material for the purpose of reclaiming, filling in, or raising the level of any portion of the Crown lands without the consent in writing of the Minister, and then only in accordance with such terms, conditions, and regulations as the Minister may make:

PROVIDED also that upon the expiration or sooner determination of this Indenture, the Lessee, if required by the Minister, shall, at the Lessee's expense and to the satisfaction of the Minister, forthwith remove or cause to be removed from the Crown lands any structures or other materials which have been erected, placed, or otherwise deposited thereon by the Lessee during the term hereof:

PROVIDED also that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log dumping, booming and storage for logs of the Lessee

PROVIDED also that upon the Crown lands no longer being used by the Lessee for log dumping, booming and storage purposes as aforesaid,

the same shall forthwith *ipso facto* determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease:

PROVIDED also that if this Indenture has been secured by misrepresentation as to any material facts, it may be summarily cancelled by the Lessor in the manner hereinbefore provided:

PROVIDED also that, notwithstanding the rights and privileges of the Lessee herein contained, the Lessor reserves the right to grant rights-of-way across, through, under, or over any portions of the Crown lands for any purpose whatsoever on the condition, however, that the rights-of-way so granted shall not unreasonably interfere with the rights granted by this Indenture or with the Lessee's improvements on the Crown lands, and in the event that the Lessee's rights and improvements are interfered with, compensation shall be set at the sole discretion of the Minister, and his decision as to compensation shall be final:

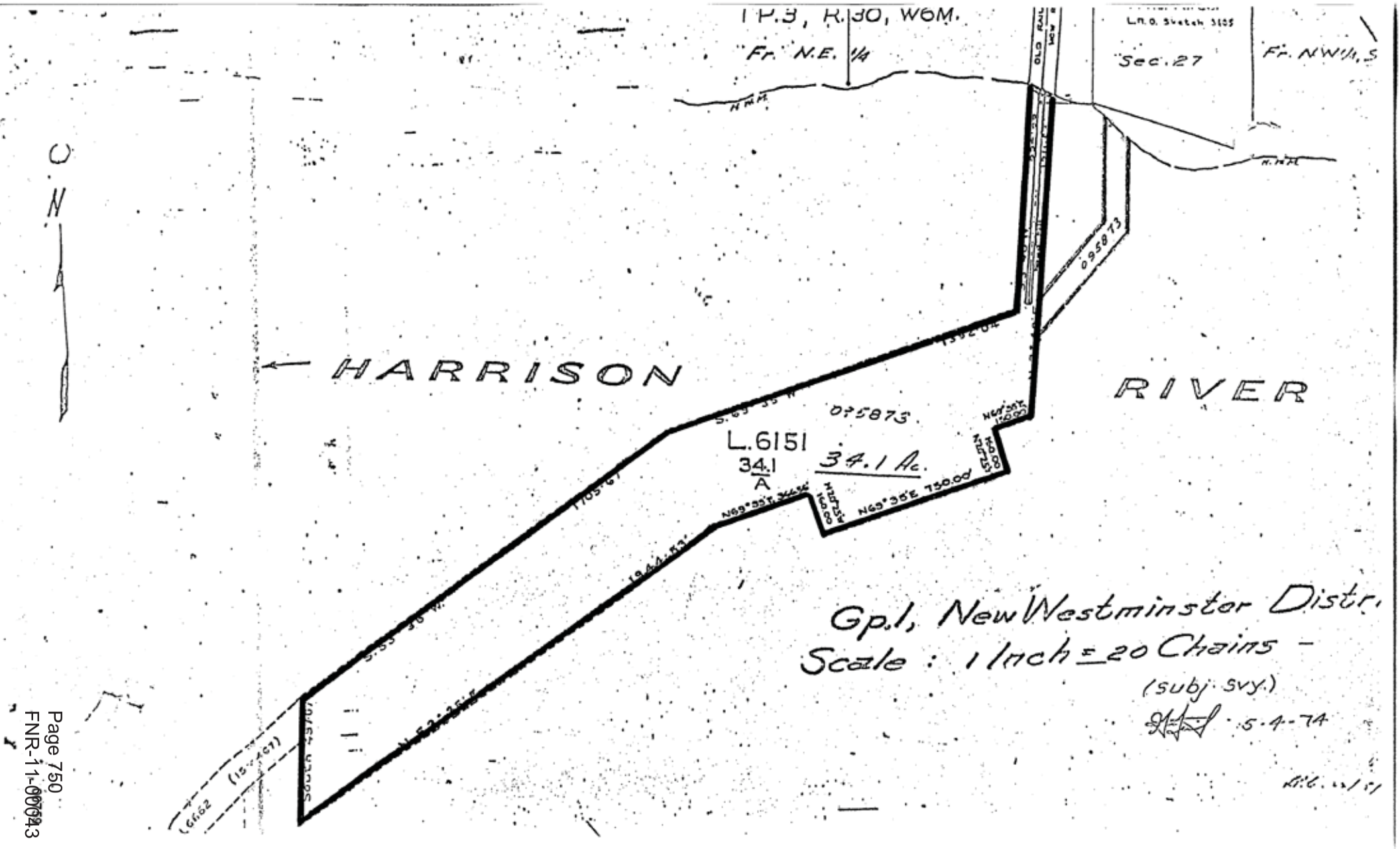
PROVIDED also that this Indenture is issued and accepted subject to cancellation on ninety days' notice at the discretion of the Lessor.

PROVIDED also that this Indenture is subject to the *Navigable Waters Protection Act*, being chapter 193, *Revised Statutes of Canada, 1952*, and amendments.

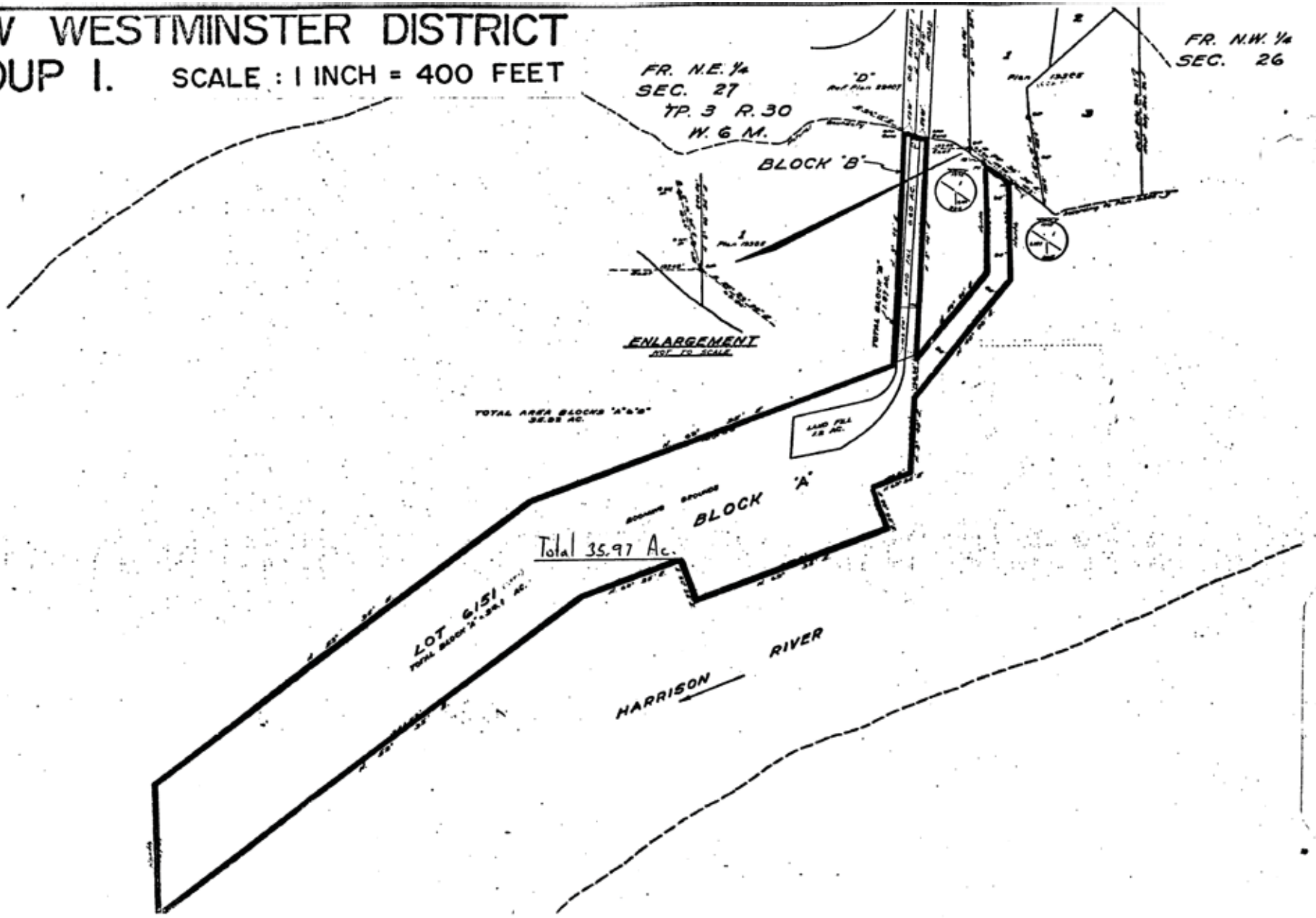
PROVIDED also that the Minister, in his sole discretion, may amend or adjust the term hereby granted, the rent reserved, or the description or acreage of the land described in the Indenture, and the Minister shall forward a notice of said amendment or adjustment to the Lessee at his last-known place of residence (or at the registered office or chief place of business in the Province):

PROVIDED also that the Lessee agrees to keep the Crown lands in a safe, clean and sanitary condition, to the satisfaction of the Lessor, at all times during the tenure of this lease and shall upon termination hereof or upon withdrawal of a portion of the Crown lands, effect the removal of such improvements situated thereon as may be directed to be removed by the Minister in writing; provided, however, that the expiry of this indenture and issuance of a new lease to the Lessee for a further term shall not be considered as a termination hereof.

INITIALS WITNESS


T.P.3, R.30, W6M.
Fr. N.E. 1/4
Sec. 27
Fr. NW1/4, S
OLD RAIL
095873
HARRISON
RIVER
095873
L.6151
34.1
A
34.1 Ac.
N69°35'E 750.00
N69°35'E 1320.0
N69°35'E 660.00
N69°35'E 660.00
1105.67
1944.59
S.53°36'W.
N.53°36'E.
(66.62)
(15.4671)
Gp.1, New Westminster Distr.
Scale : 1 Inch = 20 Chains -
(subj. svy.)
5-4-74

NEW WESTMINSTER DISTRICT
GROUP 1. SCALE : 1 INCH = 400 FEET



00760

PROVIDED also that in order to guarantee compliance with the terms and conditions set forth herein, the Lessee shall place on deposit with the Minister cash of $3500.00 or British Columbia Parity Bonds in the amount of $3500.00. If the deposit is in the form of a registered bond, it shall be accompanied by a Power of Attorney from the owner thereof in favour of the Minister of Finance of the Province of British Columbia and the signature of the Grantor thereunder must be guaranteed, both as to signature and authority to sign, by a Canadian chartered Bank. This Bond would be retained by the Treasury branch of the Department of Finance and any interest accrued would be remitted to the owner of the Bond as it accrues. After inspection by an authorized official of the Lessor has confirmed that the Lessee has complied fully with the terms and conditions hereinbefore mentioned, then refund of the deposit shall be made. Failure to comply with such terms and conditions may, in the discretion of the Lessor, result in cancellation of the lease and forfeiture to the Lessor of the deposit and all other monies paid pursuant to the lease during the tenure thereof.

PROVIDED also that this lease is issued and accepted subject to all regulations of the Regional District of Fraser-Cheam.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate, also the heirs, executors, administrators, successors, and assigns of the parties hereto and each of them (where the context or the parties so require).

IN WITNESS WHEREOF the Director of Lands and the Lessee have hereunto set their hands and seals.

Signed, sealed, and delivered in the presence of—

Adrienne E. Rossiter
Witness to the Director of Land's signature.

Edward G. Goodwin
FOR *Director of Lands.*

CANADIAN FOREST PRODUCTS LTD.

~~*Witness to Lessee's signature.*~~

Vice-President
Lessee.

~~*Witness to Lessee's signature.*~~

Secretary-Treasurer
~~*Lessee.*~~

NOTE.—If the Lessee is a copartnership, the instrument must be signed and sealed by each member of the partnership. If the Lessee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signatures of these officials.

LEASE
No. 26796

Dated October 1st, 19 73

MINISTER OF LANDS, FORESTS,
AND WATER RESOURCES

TO

Canadian Forest Products Ltd.

For log dumping, booming and

storage purposes.

Term Five years.

Rental, $ 2477.00 per annum.

File No. 0095873

BOOMING

L.B. 2— 0

Page 753
FNR-11-00043

Province of British Columbia

MEMORANDUM

To: Regional Land Manager
i/c Lower Mainland Region
BURNABY, B. C.

Date: December 8, 1978

VICTORIA FILE: 0095873
MISC REQUEST
DISTRICT FILE: F.6151, Gpl

Re: Block A of Lot 6151, Gp.1, N.W.D.
Area recently re-leased to Canadian Forest Products Ltd. by letter of allowance dated November 14, 1978.

A re-inspection of the lease area during the low water period reveals that Canadian Forest Products are using the exposed gravel bars for dry land sorting. In addition, they are trespassing on an area on the north edge of the lot as shown on the attached sketch.

This matter was discussed with an official from the Harrison Office and a letter sent directing the company to stop the filling or dredging, (dated November 3, 1978).

Canadian Forest Products have now applied for the additional area, as well as an expanded use within the lease for storage and dry land sorting.

An additional meeting was held with J.C. Polderman and Dick Herring of Canadian Forest Products and our Biologist Don Guthrie and myself on October 27, 1978 to discuss the proposed changes and the trespass use. They explained that during extreme low water there was insufficient depth to carry out sorting operations in the water. Consequently they are now using the gravel bar exposed during the low water for dry land sorting. They realize a portion of this bar is outside the lease boundary.

They have considered converting their entire operation here into a dry land sort. Unfortunately the capital expenditures required do not make this a viable alternative at the present. A tremendous quantity of good quality fill would be needed to bring the sorting area above the seasonal high water level. The rip rapping would also be expensive. In addition, the extra equipment is also quite expensive.

Riv Tow Straits has been responsible for maintaining the navigable channel through the Harrison River. However current restrictions by Federal Fisheries have almost stopped this type of activity. There is in fact some question as to the long term viability of the Canadian Forest Products operation in this location.

VALUATION:

The report dated July 6, 1978 established a land value for the fill area at $6000/acre. This was downgraded to $3000 because of no option to purchase.

The subject area can only be used seasonally and does not have the same value as the fill. Therefore we estimate this area to be worth $2000/acre.

/2.

Area of fill 2.5 acres @ $3000/acre = $7500.

Seasonal Dry land sort area within Lot 6151

2.8 acres @ $2000/acre = $5600.

New area to be included

3.36 acres @ $2000/acre = $6720.

TOTAL 8.66 acres $19,820

Rental on this portion @ 8% = $1586

Rental on log storage from LB 211A = $2059.

TOTAL RENTAL = $3645/annum.

NOTE: The $1250/acre base is used here rather than the $625/acre base because it is a repeat of the last report by Reg Bose. Other leases in this area are being valued at the $625 base.

RECOMMENDATIONS:

A new letter of allowance should be drawn up with the following changes:

1. Additional area outlined in red on sketch be included subject to survey.
2. New rental to reflect the seasonal dryland sort set at $3645/annum.
3. A proviso should be inserted in the new lease to insure the sorting area is scraped and cleared up of wood debris and bark each spring before the freshet.
4. No additional filling to be carried out without the written consent of the Regional Land Manager.

John Gerbrandt

John Gerbrandt
District Land Manager
New Westminster L.M. District

JG/tc
Encl:

15/148

LOG STORAGE AND BOOMING GROUNDS
FRASER RIVER - YALE TO PITT RIVER

APPRAISAL REPORT — AMENDED REPORT

Name of Lessee: Canadian Forest Products
Legal Description: L.6151, Gp.1, N.W.D.
Acreage: 34.1 (corrected)

Request No.: MISC.
Victoria File No.: 095873
District File No.: F.6151, Gp.1

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes.	10	7
2. Hazards of the Site		
(a) Wind	5	4
(b) Effect of current or tides (silting or rapid flow)	15	12
3. Period Usable		
(a) ____ acs.= ____% area usable 12 mths.=84 x ____%= ____		
(b) ____ acs.= ____% area usable 11 mths.=77 x ____% = ____		
(c) ____ acs.= ____% area usable 10 mths.=70 x ____% = ____		
(d) 25.1 acs.= 87 % area usable 9 mths.=63 x 87 % = 55		
(e) ____ acs.= ____% area usable 8 mths.=56 x ____% = ____		
(f) ____ acs.= ____% area usable 7 mths.=49 x ____% = ____		
(g) ____ acs.= ____% area usable 6 mths.=42 x ____% = ____		
(h) 1.7 acs.= 6 % area usable 5 mths.=35 x 6 % = 2		
(i) ____ acs.= ____% area usable 4 mths.=28 x ____% = ____		
(j) ____ acs.= ____% area usable 3 mths.=21 x ____% = ____		
(k) ____ acs.= ____% area usable 2 mths.=14 x ____% = ____		
(l) ____ acs.= ____% area usable 1 mth. = 7 x ____% = ____		
(m) 2.0 acres unusable		
28.8 = total acres — Total Rating--Period Usable	84	57
5.3 acres treated separately.		
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance	20	14
(b) Value of Lease to the Company 1. Availability of alternate sites	10	8
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points (c) Transit 15 points	30	30
3. Amenities and accessibility	5	5
(c) Cost of developing and maintaining	16	6
5. Upland Ownership Allow 5 points if upland owned by Crown Allow 0 points if upland privately owned or leased	5	0
TOTAL	200	143
		71.5%

Appraised value = $ 893.75 per acre.

Total value = $ 897.75 per acre x 28.8 total acreage = $ 25740

Lease rental at 8% of appraised value is $ 2059 per annum.

Lease rental per acre per annum is $ 71.50

Remarks:

SEE ATTACHED REPORT.

Date Inspected _____

L.B. 211 A

Land Inspector

438-5344 local 242

Attention: Mike Smith
Our file: 0095873

March 13, 1979

Canadian Forest Products Ltd.
505 Burrard Street
Vancouver, B.C.
V7X 1M5

Dear Sirs:

With reference to your application to lease covering Block "A" of Lot 6151, Group 1, New Westminster District

for log dumping, booming and storage and dry land log sorting purposes.
I wish to inform you that this application has been favourably considered and it is proposed to issue a lease for a term of 5 (five) years

to date from October 1, 1978 , the expiry date of the former lease. Annual lease rental will commence from this date, and is payable in advance.

The proposed lease will issue subject to the Navigable Waters Protection Act which is administered by the Ministry of Transport, Canada and subject to cancellation on 90 days notice at the discretion of the Lessor.

The proposed lease will contain the following provisos:

Provided also that this Indenture is issued and accepted on the understanding that the Crown lands shall be used only by the Lessee for the sole purpose of log dumping, booming and storage and dry land log sorting
for logs of the Lessee.

Provided also that upon the Crown lands no longer being used by the Lessee for log dumping, booming and storage and dry land log sorting purposes as aforesaid, the same shall forthwith ipso facto determine, and all rights of the Lessee hereunder to the Crown lands shall thereupon cease.

[redacted]

The rental has been established at the rate of $3,645.00 per annum [redacted] Upon receipt of the sum of $3,675.00 representing the first year's rental and the statutory lease fee of $30.00 and $ [redacted] which monies are required to be remitted to the Financial Services Division, Ministry of [redacted] Parliament Buildings, Victoria, B.C., V8V 1X5 in the enclosed self addressed envelope within 30 days from this date, preparation of the proposed lease will be proceeded with.

[redacted]

Yours truly,

M. Smith

H.D. INGALL,
for Regional Land Manager

$3500.00 in funds on file from previous letter.

MS/mc

cc: Land Commissioner, New Westminster
District Land Manager, New Westminster (L.6151, Gp.1)
Director of Land Management, Victoria (0095873)

PLEASE SEE REVERSE SIDE OF THIS LETTER FOR OTHER CONDITIONS

L.B. 104

Provided also that the Lessee agrees to keep the Crown lands in a safe, clean and sanitary condition, to the satisfaction of the Lessor at all times during the tenure of this lease and shall upon termination hereof or upon withdrawal of a portion of the Crown lands, effect the removal of such improvements situated thereon as may be directed to be removed by the Minister in writing; provided, however, that the expiry of this indenture and issuance of a new lease to the Lessee for a further term shall not be considered as a termination hereof.

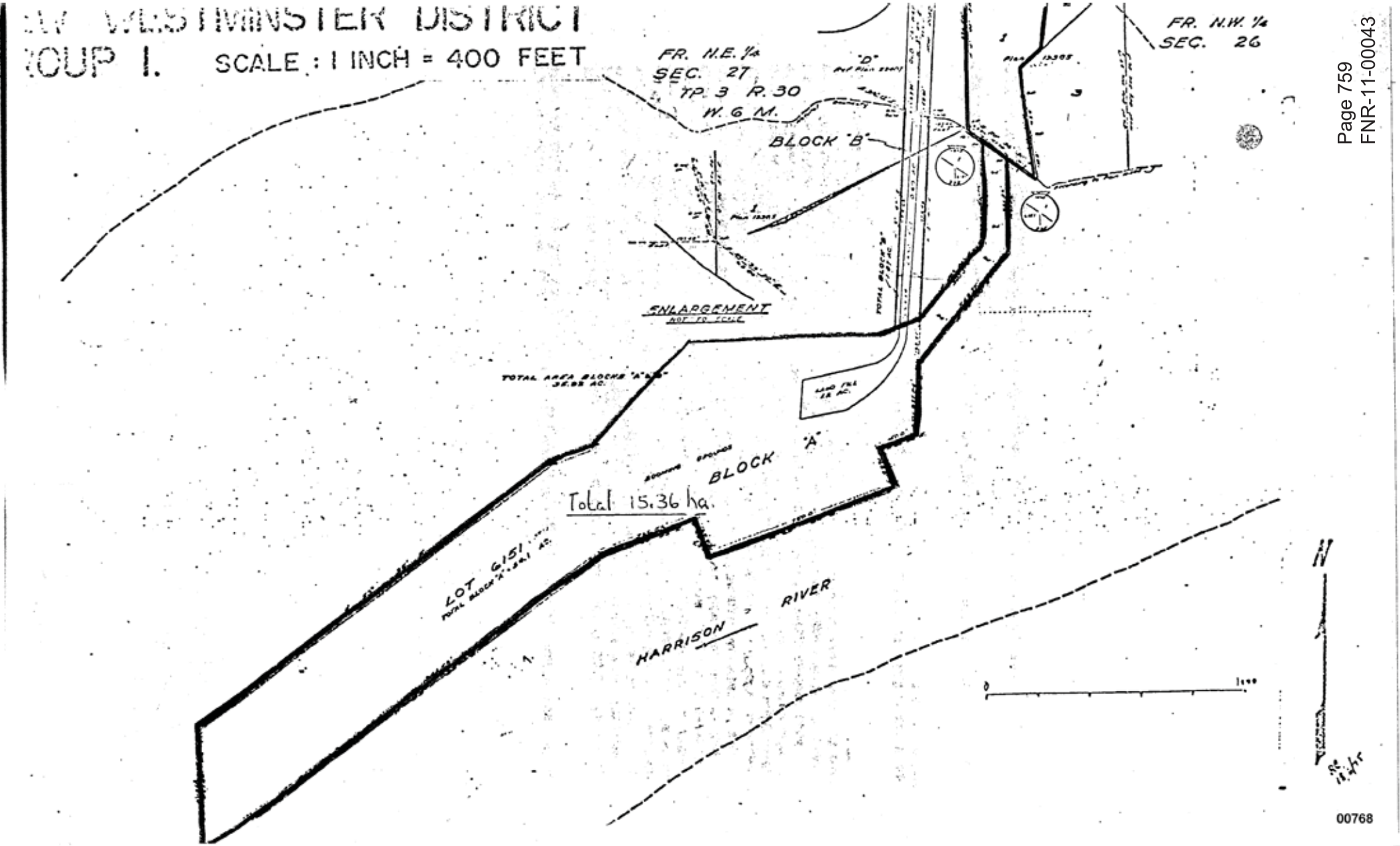
Provided also that this lease is issued and accepted subject to all regulations of the Regional District of Fraser-Cheam.

In order to guarantee compliance with the terms and conditions set forth in the lease, you are required to place on deposit with the Minister cash of $3,500.00 or British Columbia Parity Bonds in the amount of $3,500.00. If the deposit is in the form of a registered bond, it shall be accompanied by a Power of Attorney from the owner thereof in favour of the Minister of Finance of the Province of British Columbia and the signature of the Grantor thereunder must be guaranteed, both as to signature and authority to sign, by a Canadian Chartered Bank. This bond would be retained by the Treasury Branch of the Ministry of Finance and any interest accrued would be remitted to the owner of the bond as it accrues. After inspection by an authorized official of the Lessor has confirmed that you have complied fully with the terms and conditions hereinbefore mentioned, then refund of the deposit shall be made. Failure to comply with such terms and conditions may, in the discretion of the Lessor, result in cancellation of the lease and forfeiture to the Lessor of the deposit and all other monies paid pursuant to the lease during the tenure thereof. Alternatively, the Ministry is prepared to accept the Receipt and Agreement form attached indicating that securities are deposited in the Bank to ensure performance and/or clean-up by the Lessee in accordance with the terms and conditions of the lease.

Provided also that the lease is issued and accepted on the distinct understanding that the sorting area must be scraped and cleared of wood debris and bark each spring, prior to the freshet.

It is also pointed out that no filling will be permitted on the leasehold without the Regional Land Manager's consent.

THIS LETTER REPLACES THE MINISTRY'S LETTER OF ALLOWANCE DATED NOVEMBER 14, 1978.


W. WESTMINSTER DISTRICT
GROUP 1. SCALE : 1 INCH = 400 FEET
FR. N.E. ¼ SEC. 27 TP. 3 R. 30 W. 6 M.
FR. N.W. ¼ SEC. 26
BLOCK "B"
ENLARGEMENT
NOT TO SCALE
BLOCK "A"
Total 15.36 ha.
LOT 6151
HARRISON RIVER
N
00768

CANADIAN FOREST PRODUCTS LTD.

— Mainland Logging Division —

HARRISON CAMP

plan of

PROPOSED DRY LAND SORT

drawn by: [signature] August 3, 1979

Revised 14/8/79

LEGEND

Lot boundary (existing)

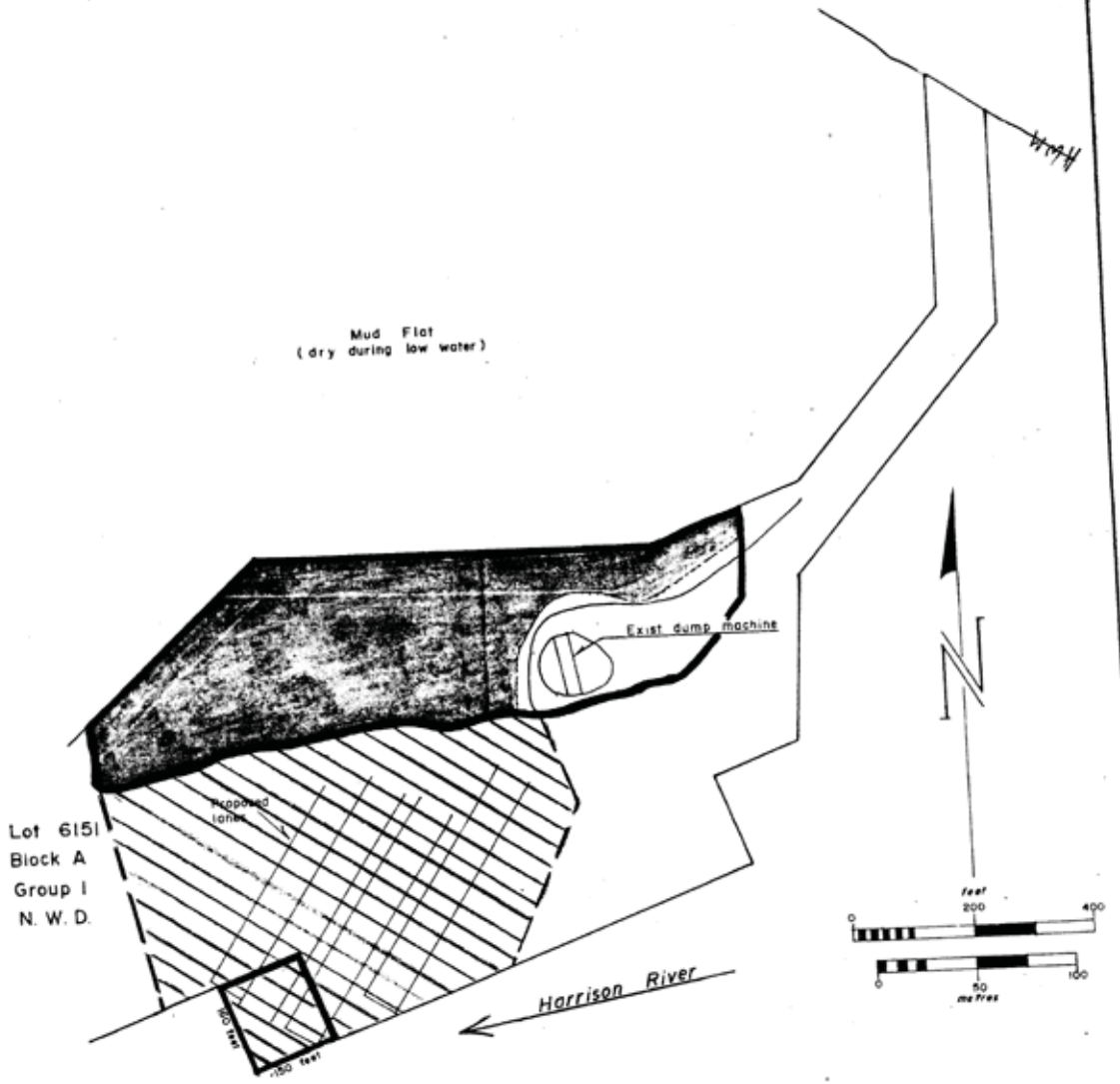
Proposed amendment - L. 6151

Proposed dry land sort

Approx. area to be dredged

Approx. area filled to 18 feet by dredged material

NOTE: Dredging area consists of 7.34 ac. The area will be lowered an average 5.44 feet, generating 64,400 cu. yds. of fill material. This material will fill the indicated area to an elevation of 18 feet (34.15 feet geodetic elevation. An additional 46,100 cu. yds of gravel will be hauled in to bring the entire sort area up to 24 feet (40.15 feet geodetic elevation.)



Page 760
FNR-11-00043

Province of British Columbia

MEMORANDUM

To: Acting Director
Lower Mainland Region
Burnaby, British Columbia

Date: October 26, 1979
Our file: L 6151, Gp.1
Your file: 0095873
Request: 02790702

Re: Extension of lease and
Request to dredge foreshore
Block A of D.L. 6151, Gp.1, NWD
Harrison Bay
Canadian Forest Products

This report is done from data on file and the Land Officer's knowledge of the area.

Comments:

C.F.P. has been filling a large area around their dump without authorization. The situation was noticed during the last inspection for renewal in 1978 and measures were taken to stop the process. They were advised to get Ministerial consent before doing any further work. The area along the south side of the dump has a tendency to silt in. C.F.P. has applied to dredge it and place the material on the same area they were previously filling to create a dryland sort area. This additional fill will raise the level of the area so that it won't be subject to flooding during freshet.

The proposal was referred to various Government agencies. No objections were received.

In addition to the fill, C.F.P. wants to extend the lease to include the area outlined in red and legalize the occupation of their sort pockets. No problems are anticipated with this.

Valuation:

The alteration in the lease requires a revaluation for rental purposes. However, it is not to be effected until October 1, 1980. The valuation for the fill is to be increased to $3,000/ac. to bring it in line with the flood proof fill already in place.

8.66 ac. fill @ $3,000/ac.	= $25,980		
indicated rental @ 8%	= $ 2,078.40	say	$2,078.00
rental on log storage area from LB 211A		=	$1,728.00
			$3,806.00

Recommendation:

Approve the application for extension of the lease to include the area outlined in red on the attached sketch. The site is subject to

.../2

survey at the applicant's expense and the rental should be adjusted to $3,396 effective October 1, 1980.

The following condition should be added to the lease to cover the proposed dredging and filling operation:

> Any dredging is subject to the rules and regulations of Fisheries and Oceans Canada.

Janet Jansen
Land Officer

JJ/ao

Attachment

,1979

LOG STORAGE AND BOOMING GROU

Fraser River - Yale to Pitt River

APPRAISAL REPORT

Name of Lessee: Canadian Forest Products
Legal Description: Block A of F. 6151 Gp.1 NWD
Acreage: 34.65 ac.

Request No.: 02790702
Victoria File No.: 0095873
District File No.: L 6151 Gp.1

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes.	10	7
2. Hazards of the Site		
(a) Wind	5	4
(b) Effect of current or tides (silting or rapid flow)	15	12
3. Period Usable		
(a) ___ acres = ___ % area usable 12 mo. = 84 x ___ % = ___		
(b) ___ acres = ___ % area usable 11 mo. = 77 x ___ % = ___		
(c) ___ acres = ___ % area usable 10 mo. = 70 x ___ % = ___		
(d) 25.99 acres = 75 % area usable 9 mo. = 63 x 75 % = 47.25		
(e) ___ acres = ___ % area usable 8 mo. = 56 x ___ % = ___		
(f) ___ acres = ___ % area usable 7 mo. = 49 x ___ % = ___		
(g) ___ acres = ___ % area usable 6 mo. = 42 x ___ % = ___		
(h) ___ acres = ___ % area usable 5 mo. = 35 x ___ % = ___		
(i) ___ acres = ___ % area usable 4 mo. = 28 x ___ % = ___		
(j) ___ acres = ___ % area usable 3 mo. = 21 x ___ % = ___		
(k) ___ acres = ___ % area usable 2 mo. = 14 x ___ % = ___		
(l) ___ acres = ___ % area usable 1 mo. = 7 x ___ % = ___		
(m) - acres unusable 8.66 ac. fill valued separately		
25.99 = total acres — Total Rating - Period Usable	84	47
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance	20	14
(b) Value of lease to the company		
1. Availability of alternate sites	10	8
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points (c) Transit 15 points	30	30
3. Amenities and accessibility	5	5
(c) Cost of developing and maintaining	16	6
5. Upland Ownership		
Allow 5 points if upland owned by Crown Allow 0 points if upland privately owned or leased	5	0
TOTAL	200	133

Appraised value = $ 831.25 per acre 66.5% of $1,250

Total value = $ 831.25 per acre x 25.99 total acreage = $ 21,604.19

Lease Rental at 8% of appraised value is $1,728.33 say $ 1,728 per annum

Lease Rental per acre per annum is $ 66.50

Remarks:

Refer to the attached memo.

Date Inspected Data October/79
Date reported October 26, 1979

Land Inspector

CANADIAN FOREST PRODUCTS LTD.
— Mainland Logging Division —
HARRISON CAMP

plan of

PROPOSED DRY LAND SORT

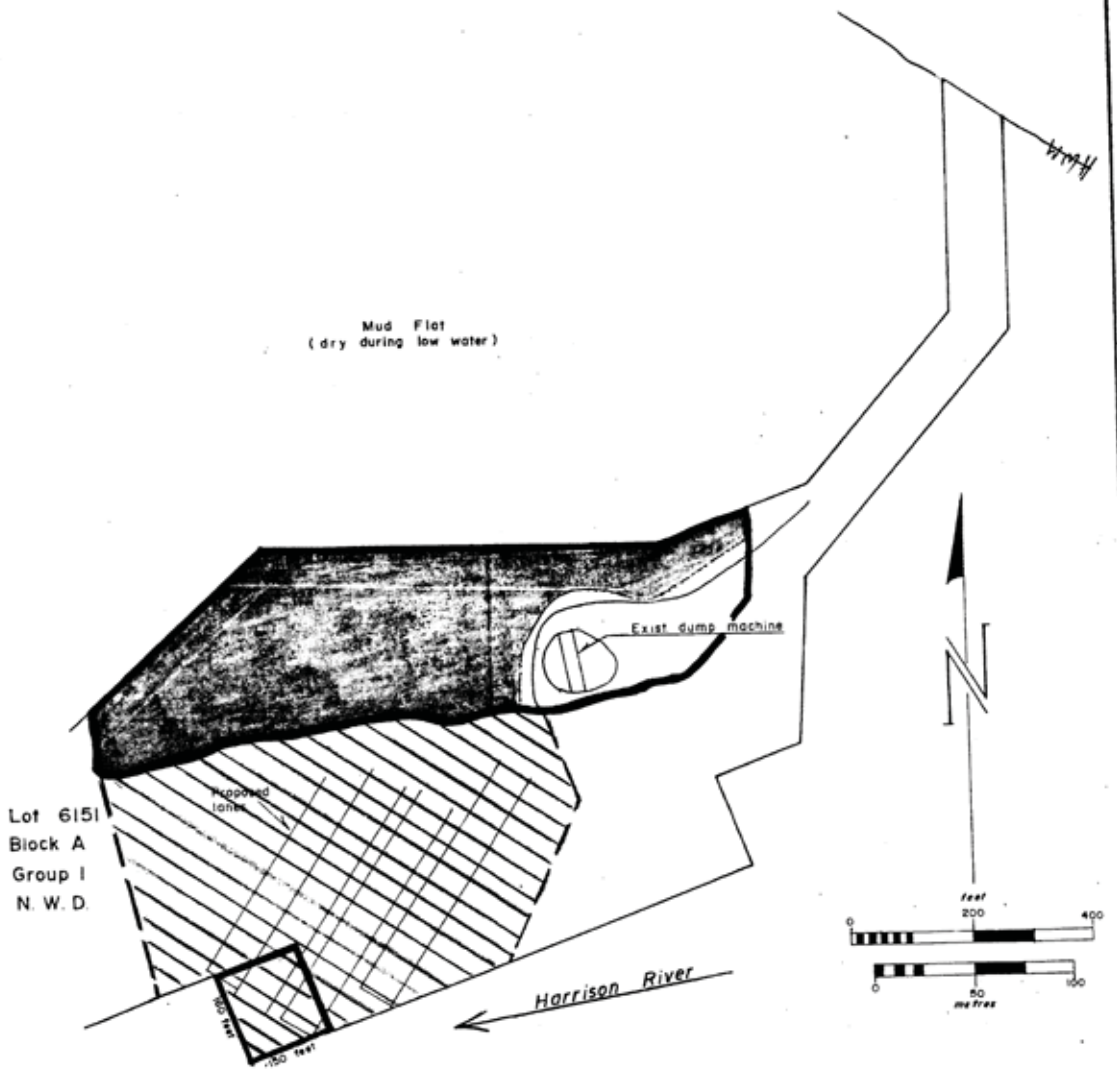
drawn by: [signature] August 3, 1979

Revised 14/8/79

LEGEND

- Lot boundary (existing)
- Proposed amendment - L. 6151
- Proposed dry land sort
- Approx. area to be dredged
- Approx. area filled to 18 feet by dredged material

NOTE: Dredging area consists of 7.34 ac. The area will be lowered on average 5.44 feet, generating 64,400 cu. yds. of fill material. This material will fill the indicated area to an elevation of 18 feet (34.15 feet geodetic elevation. An additional 46,100 cu. yds of gravel will be hauled in to bring the entire sort area up to 24 feet (40.15 feet geodetic elevation)



Province of
British Columbia

Ministry of
[redacted]
LANDS, PARKS AND HOUSING

McLaren Centre
4240 Manor Street
Burnaby
British Columbia V5G 1B2

438-5344 local 242
Attention: Mike Smith

Our file: 0095873
Your file: 307-36

October 4, 1979

Messrs. Farris, Vaughan, & Company
Barristers & Solicitors
P.O. Box 10026 Pacific Centre
Toronto Dominion Bank Tower
700 West Georgia Street
Vancouver, B.C.
V7Y 1B3

Attention: Dave F. Tysoe

Dear Sir:

Reference is made to your ~~application~~ letter of September 26, 1979

regarding the application to lease in the name of Canadian Forest Products Ltd. covering Block A of Lot 6151, Group 1, New Westminster District for log dumping, booming and storage and dry land log sorting purposes.

This matter is presently receiving our attention, and when a study of our files has been completed you will be further advised.

Yours truly,

M. Smith

H.D. INGALL,
for ~~Regional Manager~~
Acting Director,
Lower Mainland Region

MS/mc
cc: Land ~~Commissioner~~ Manager, New Westminster (L.6151, Gp.1)

John - Note the contents of the attached letter & advise.

L.B. 176

Province of
British Columbia

Ministry of
~~the Environment~~
LANDS, PARKS AND HOUSING

REGIONAL LAND MANAGER

McLaren Centre
4240 Manor Street
Burnaby
British Columbia V5G 1B2

438-5344 local 239
Attention: Cindy Fries

Our file: 0095873
Your file: PF162.1

May 30, 1979

Canadian Forest Products Ltd.
15th Floor - 505 Burrard Street
Vancouver, B.C.
V7X 1B5

Attention: J.C. Polderman,
Property Supervisor

Dear Sir:

Enclosed herewith is Lease No. 26796 covering Block A of Lot 6151, Group 1, New Westminster District

issued in the name of your Company

dated October 1, 1978 containing 15.36 ha (37.955 acres) and issued for a period of five years, for log dumping, booming and storage and

dry land log sorting purposes, at the rental of $3,645.00 per annum, duly executed on behalf of the Director of Land Management.

Yours truly,

H.D. INGALL,
for Regional Land Manager

CF/mc
Encl.

cc: Land Commissioner, New Westminster
District Land Manager, New Westminster (L.6151, Gp.1)
B. C. Assessment Authority, New Westminster (R92H/4ef)
Director of Land Management, Victoria (0095873)
Regional District of Fraser-Cheam

Province of British Columbia

MEMORANDUM

To Acting Director
Lower Mainland Region
Burnaby, British Columbia

Date: February 27, 1980

Our file: UF 6151 Gp.1 84
Your file: 0095873
Request: 02790959

Re: Request to dredge and fill foreshore
Block 'A' of D.L. 6151, Gp.1, N.W.D.
Harrison Bay
Canadian Forest Products

This report is done from data on file and the Land Officer's recent inspection of the area. The site was inspected February 5, 1980 in the company of the District Land Manager and another Land Officer.

Valuation:

Sales Information

1. As shown by the enclosed sketch, there are three upland lots due north of the subject area. They are legally described as being located within F.R. ¼ of Sec. 27, Tp. 3, R. 3, W6M, Plan 19385. According to the 1980 B. C. Assessment Authority roll they have been assessed as follows:

Lot 1 - Canadian Forest Products Co. Ltd.
4.72 acres @ $35,050
or 205,603.20 sq. ft. @ 0.17¢/sq. ft.

Lot 2 - Mr. R. Talling
.79 acres @ $13,050
or 34,412.40 sq. ft. @ .38¢/sq. ft.

Lot 3 - Mr. and Mrs. R. Talling
5.25 acres @ $31,500
or 223,440 sq. ft. @ .14¢/sq. ft.

2. RivTow Straits Ltd. is presently leasing Blocks A and B of Lot 6778, Gp. 1, N.W.D.; Blocks A and B of Lot 6779, Gp. 1, N.W.D.; and Block A of Lot 7211, Gp. 1, N.W.D., located at the south end of Harrison Lake. Based on the June 1979 valuation the following were arrived at:

1. New fill area
71,400 sq. ft. @ 1¢/sq. ft. = $714.00

2. High use area
232,375 sq. ft. @ 3/4¢/sq ft. = $1,742.81

3. The October 1979 report for the subject area, Block A of D.L. 6151, Gp.1, indicates the following valuation:

8.66 ac. fill @ $3,000/ac. = $25,980
or 368,569.60 sq. ft. @ .07¢/sq. ft.

.../2

Summation:

Under normal circumstances fill areas are assessed on the basis of the value of the upland. If one averages the value then of the three upland lots of Plan 19385, the assessed value of the fill would be 23¢/sq. ft.

However, in consideration of proposed development costs, the following valuation has been arrived at:

50% of 23¢/sq. ft. x 2 ac. x 43,560 sq. ft./ac. =
11.5 say 11¢/sq. ft. x 87.120 sq. ft. =
$9,583.20 say $9,583

Conclusion:

2.0 ac. fill @ $4,792/ac.		
indicated rental @ 8% = $766.64	say	$767.00
Rental on log storage area from LB 211A		
of $384.75	say	$385.00
		$1,152.00

Recommendation:

Approve the application for extension of the lease to include the fill area outlined in red on the attached sketch. The site is subject to survey at the applicant's expense and the rental should be adjusted to $1,152.

The following conditions should be added to the lease to cover the proposed dredging and filling operation:

1. The fill be well armored with rip rap on the river side.
2. The debris material from the dry land sort is hauled away from the site.
3. The dredging and fill placement is carried out during a period of low water.
4. The elevation of the land fill is not above the elevation of the causeway.
5. Land fill does not encroach on the river past a line drawn from the highway bridge approach fill on the right bank to the existing land fill as shown on the attached sketch.

Richard Webber
Land Officer

RW/ao

Attachments

agree
80/02/29

LOG STORAGE AND BOOMING GRO[illegible]S

Fraser River - Yale to Pitt River

APPRAISAL REPORT

Name of Le[illegible]e: *Canadian Forest Products*
Legal Desc[illegible]ion: *UF 6151, Gp.1, N.W.D.*
Acreage: *5.7 acres*

Request No.: *02790959*
Victoria File No.: *0095873*
District File No.: *UF 6151 Gp.1*

	Maximum Points	Rated Points
1. Physical Features of the Site		
(a) Type of shoreline--allow zero points if the upland is not used for log dumping purposes.	10	*7*
2. Hazards of the Site		
(a) Wind	5	*4*
(b) Effect of current or tides (silting or rapid flow)	15	*12*
3. Period Usable		
(a) ___ acres = ___ % area usable 12 mo. = 84 x ___ % = ___		
(b) ___ acres = ___ % area usable 11 mo. = 77 x ___ % = ___		
(c) ___ acres = ___ % area usable 10 mo. = 70 x ___ % = ___		
(d) ___ acres = ___ % area usable 9 mo. = 63 x ___ % = ___		
(e) *4.28* acres = *75* % area usable 8 mo. = 56 x *75* % = *42*		
(f) ___ acres = ___ % area usable 7 mo. = 49 x ___ % = ___		
(g) ___ acres = ___ % area usable 6 mo. = 42 x ___ % = ___		
(h) ___ acres = ___ % area usable 5 mo. = 35 x ___ % = ___		
(i) *1.43* acres = *25* % area usable 4 mo. = 28 x *25* % = *7*		
(j) ___ acres = ___ % area usable 3 mo. = 21 x ___ % = ___		
(k) ___ acres = ___ % area usable 2 mo. = 14 x ___ % = ___		
(l) ___ acres = ___ % area usable 1 mo. = 7 x ___ % = ___		
(m) _____ acres unusable		
5.7 = total acres Total Rating - Period Usable	84	*49*
4. Economic Conditions		
(a) Proximity to mill or market 1 to 30 miles--no adjustment over 30 miles--deduct 4 points for each additional 10 mile distance	20	*14*
(b) Value of lease to the company 1. Availability of alternate sites	10	*8*
2. Value of lease to the operation (a) Dumping and booming up to 30 points (b) Storage 20 points (c) Transit 15 points	30	*30*
3. Amenities and accessibility	5	*5*
(c) Cost of developing and maintaining	16	*6*
5. Upland Ownership		
Allow 5 points if upland owned by Crown Allow 0 points if upland privately owned or leased	5	*0*
TOTAL	200	*135*

Appraised value = $ *843.75* per acre *67.50% of $1,250*

Total value = $ *843.75* per acre x *5.7* total acreage = $ *4,809.38*

Lease Rental at *8%* of appraised value is *$384.75 say* $ *385.0* per annum

Lease Rental per acre per annum is $ *67.50*

Remarks:
See attached memo.

Date Inspected *February 5, 1980*
Date reported: February 27, 1980

Land Inspector

092 clngary

BRITISH COLUMBIA
MINISTRY OF LANDS, PARKS AND HOUSING

T-8588
0095873

82-02-19

Underhill & Underhill
B. C. Land Surveyors
1646 West 7th Avenue
Vancouver, B. C.
V6J 1S5

Attention: Wm. G. Robinson, B.C.L.S.

Dear Sirs:

Re: Application of Canadian Forest Products Ltd.
to lease unsurveyed Crown foreshore adjacent
to Lot 6151, Group 1, N.W.D. 92 H/5e.

An extension of time to complete the above-described survey was granted to you September 14, 1981.

A letter was sent to you on December 16, 1981 inquiring about the progress of the survey but to date no reply has been received.

It is imperative that you attend to this at your earliest convenience or we will have to recommend to Lands Administration that this application be cancelled.

Yours truly,

D.G. Alexander
for G. T. Mullin
Acting Surveyor General

DGA:jc
bcgeu
c.c.: Land Manager, Burnaby
Corporation of B. C. Land Surveyors

COPY

MAR 2 1982

May 1

May 1/82

Province of
British Columbia

Ministry of Lands,
Parks and Housing

Lands and Housing
Regional Operations
Lower Mainland Region
McLaren Centre
4240 Manor Street
Burnaby, B.C.
V5G 1B2

438-5344 Local 302
Attention: R.F. Gilmour

Our file: 0095873
Your file: PF-162
Date: 83-09-16

Jan Polderman
Property Supervisor
Canadian Forest Products Ltd.
2800 - 1055 Dunsmuir Street
P.O. Box 49420
Bentall Postal Station
Vancouver, B.C.
V7X 1B5

Dear Sir:

Re: Application to Lease, Lot 6151 & Lot 4890, Group 1, New Westminster District.

Reference your memorandum of September 13, 1983 regarding the annual rental for the above noted parcels of land, by way of exploration the following data is offered:

Original lease No. 26796 covering Lot 6131, containing 38Ac was issued October 1, 1978 for a period of five years.

Evaluation as follows:

Fill (full use)	2.5Ac @ 3000/Ac =		$7500
Fill (partial use)	2.8Ac @ 2000/Ac =		5600
New fill	3.36Ac @ 2000/Ac =		6720
	8.66Ac		19820
Rental @ 8% -	1586		
Log Storage	29.34Ac as per form 211A		
		=	$ 2059
		Total	$ 3645

Replacement lease covering Lot 6151, plus Lot 4890 and containing a total of 45.7 Ac. Rental of Lot 4890 (7.7Ac) as per zone H (800/Ac) = $6144 @ 8% = $493.

Rental of Lot 6151 (38Ac)

Fill area (full use)	7.3Ac @	$5663/Ac =	$41338 @ 8% =		$3307
Fill (partial use)	1.2Ac @	1658/Ac =	1626 @ 8% =		131
log storage (full use)	13.8Ac @	800/Ac =	11040 @ 8% =		883
log storage (partial use)	15.7Ac @	400/Ac =	6280 @ 8% =		502
Totals	48.0Ac				$ 4823
Add Lot 493					493
			Total		$ 5316

I trust this explanation will be satisfactory for your purposes. If you have any further questions please feel free to contact this office.

Yours truly,

R.F. Gilmour
Manager, Land Administration

RFG/jsm

Province of
British Columbia

Ministry of Lands,
Parks and Housing

Lands and Housing
Regional Operations
Lower Mainland Region
McLaren Centre
4240 Manor Street
Burnaby, B.C.
V5G 1B2

Reply attention of:
R.F. Gilmour
Manager, Land Administration

Our File: 0095873

Date: 83-08-31

RECEIVED
SEP 7 - 1983
VANCOUVER OFFICE

Canadian Forest Products
2800 - 1055 Dunsmuir Street
P.O. Box 49420
Bentall Postal Station
Vancouver, British Columbia
V7X 1B5

ATtention: J.C. Polderman

Dear Sir:

Re: Application for a lease of the land shown outlined in red on the annexed sketch (the "Land")

We are pleased to advise you that we have approved your application for a disposition of the Land under the Land Act on the terms and conditions set forth below.

1. TENURE: The disposition of the Land to you will be by way of lease, in our form, for a term of 10 years, on the terms and conditions set forth below. The commencement date of the term will be established in accordance with section 39 of the Land Act.

2. PERMITTED USE:

The use of the Land will be restricted to the uses permitted in the form of lease annexed to this commitment.

3. CONDITIONS PRECEDENT:

Our obligation to make the disposition to you under this commitment is subject to the following conditions, namely

(a) that within 60 days from the date of this commitment

(i) you will have delivered to us an acceptable form of security in the sum of $5,000 to guarantee your performance of the obligations under the lease.

Need $1000.

(Receipt is acknowledged of security in the amount of $4,000.);

(ii) you will have delivered to us $100 administration fees together with the rental payable for the first 1 year of the term in the amount referred to or calculated in the manner set forth below;

4. FORM OF DISPOSITION:

The lease will be in the form of the lease annexed to this commitment and will be prepared by or under the direction of our solicitors.

5. RENT:

The rental payable for the first 1 year of the term shall be $5,316. Thereafter the rental shall be determined in accordance with the terms set out in the form of lease attached.

6. NO WARRANTY:

Neither this commitment nor the granting of the lease of the Land to you shall constitute a warranty or representation to you that the Land is suitable for its permitted use.

7. APPLICANT'S REPRESENTATION:

In accepting this commitment, you represent and acknowledge to us that

(a) you are a Company duly organized or continued under the laws of British Columbia having ~~Incorporation~~ Amalgamation Number ~~223350~~; 258724 since 1/1/83

(b) statements contained in your application for the disposition are true;

(c) you have attended to inspect the Land and are fully aware of its condition;

(d) you have knowledge of all municipal and regional by-laws regulating the use and development of the Land.

8. CANCELLATION OF COMMITMENT:

This commitment will be automatically cancelled and be void if the conditions precedent are not met or complied with within the time limited above or you do not execute and deliver a lease in the form of a lease annexed within 60 days after the same is presented to you for execution.

9. NON MERGER:

The provisions of this agreement shall survive the execution and delivery of the lease provided that in the event of any contradiction between such provisions in the terms and conditions of the lease, the latter shall prevail.

10. TIME:

Time is of the essence in this agreement.

11. NON ASSIGNABLE:

This commitment is not assignable or transferable.

12. TIME FOR ACCEPTANCE:

This commitment shall be open for acceptance by your signing a copy of this letter in the space provided and delivering it to us before 12:00 o'clock noon on October 31, 1983. On actual receipt of your acceptance, this letter shall constitute our commitment to lease the Land to you on the terms and conditions herein contained, subject to sections 5 and 41 of the Land Act.

We trust that the foregoing arrangements are satisfactory to you. If you have any questions, please contact the individual noted above.

Yours truly,

G.A. Rhoades
Regional Director

AES/kb

ACCEPTANCE File: 0095873

The undersigned represents that they are a Director and an Assistant Secretary of Canadian Forest Products, and on its behalf hereby accepts this commitment on the terms and conditions set forth above, and acknowledges that they have read and fully understands those terms and conditions.

DATED this 28th day of September, 19 83.

Canadian Forest Products Ltd.

by

Bert Gayle, Director

Richard Frederick Weinman,
Assistant Secretary

Lease No. 231897 File No. 0095873

( ) FIVE-YEAR REVIEW OF LEASE

Lessee CANADIAN FOREST PRODUCTS LTD.

Area leased BLOCK A OF LOT 6151 AND LOT 4890, GP.1 NWD

Purpose LOG DUMPING, BOOMING, STORAGE & DRY LAND SORT

Lease dated OCTOBER 1, 1983 Term 10 YRS

Current annual rental $5,316.00 Paid to

Remarks:

Current report dated Rental $ per annum

Recommendation

Recommendation this review, dated FEB 15, 1988 as hereunder

No change in rental

Amend rental to $ 7981.00 per annum for next FIVE year term

Round rental for administrative purposes to $ per annum

Remarks COMMENCING OCTOBER 1, 1988.

RM.

L.64 (R 6/86)

Regional Director

M28-1669 00786

REGIONAL DIRECTOR

From: GEORGE RUSHWORTH

Regional File No. 0095873

Air Photo: B.C. 78013 133

File Exam Date: FEB 4, 1988 Report Date: FEB 15, 1988

Tenure Holder: CANADIAN FOREST PRODUCTS LTD.

Legal & Location : BLK 'A' OF LOT 6151 GP. 1 N.W.D.

Purpose: Log Handling

Review or ~~renewal~~ : Oct 1/88

Date of tenure: Oct 1/83 Term: 10 years.

Special Conditions:

Area & Size: 38.0 acres

Access: road access

Present Use & Compliance: present use complies with use of log handling

Referral Agencey Comments/Concerns:

Present Rental: $5316/yr. Suggested Rental: $7981/yr.

Folio & Year: Actual Land Value:

Market Value: Improvements:

Rental Calculation Method: As indicated on attached report

Comments: see attached report

Recommend: Recommend a extension of lease at an annual rent of $7981/yr commencing Oct 1/88

Land Officer George Rushworth.

Province of British Columbia

Ministry of Forests and Lands
LANDS OPERATIONS

MEMORANDUM

To: J. T. Hall
Regional Lands Manager

Date: 88-02-15
Our File: 0095873

Re: Review
Log booming and storage and dry land sort
Block A of Lot 6151, Group 1, New Westminster District
Harrison Bay
Canadian Forest Products

The subject area was inspected February 4, 1988. At the time of inspection it was noted that lease area was being maintained in a diligent manor, although operation was not active due to seasonal snow fall. The dryland sort area is the same as shown in the photo and no fill has been added to increase land base as suggested for Lot 4850 or Lot 6151.

Valuation:

The subject leasehold area includes 15.38 ha.± (38 acres ±) and may be classified in the following terms:

A) Dry Land Sort Area (includes sloping banks)	8.5 acres (fill)
~~B) Booming and Storage Area~~	~~29.5 acres (water)~~
TOTAL	38.0 acres

change see attached sheet to report

A. Valuation of Land Fill (Dry Land Sort)
Industrial fill are generally based on a percentage of upland property, providing the upland property has the same zoning.

Information from B.C.A.A. indicate the following upland parcel is taken from the subject area AND is zoned "General industrial". It is very important to note that this particular property is immediately upland of subject (see attached map) and that it is currently vacant and owned by the lessee.

Legal - Lot 1 of Parcel C of N.E.1/4 of Section 27, Township 3, Range 30, W6M, New Westminster District, Plan 19385
Roll No. 16-76-776-6720.000
Actual Land Value $30,750
Area: 4.72 acres
Unit Value $6,515.00 per acres (or $.15/sq.ft.)

The following additional information is included for consideration.

.../2

1) B.C.A.A. value for the subject foreshore lot
Roll - 16-76-776-10030.000
Actual Land Value - $28,500 (includes total area of lease)
Area - 38 acres
Unit Value - $750.00 per acre ($.0172 per sq. ft.)

2) Sale of land for industrial purposes
Legal - Lot 2, Section 24, Township 17, Plan 29505, New Westminster District
Location - south end of Hyde and Buker
Sale Price - $78,000 or $2321/acre
Area - 33.6 acres
Date of Sale - May 1985

Comment - This treed undeveloped site on the Fraser River requires a bridge to make it comparable to subject. Sale property currently in A.L.R. and under application for exclusion from the same. Property is 275 feet wide with 5300 feet of waterfront.

3) Sale of land for industrial purposes.
Legal - Lot 14, Township 23, Plan 54523, New Westminster District
Location - access from Unsworth Road on spit.
Sale Price - $110,000 $4,471/acre
Area - 24.6 acres
Date of Sale - February/86.

Comment - Purchaser owns land adjacent to subject where he has commercial sawmill. Property is 660 feet wide and 12600 feet of water front. This is vacant productive agriculture land currently in A.L.R. Purchaser is currently applying for exclusion from this reserve.

Summary

Previous reports dated 80-02-27 and 83-03-15 have not based rental of the foreshore fill area at 100% to allow for development cost and because the utility approach was used taking into consideration the intensity and type of use. This report uses foreshore fill area valued at 100% of actual land value. This change in evaluation is justifiable by a rise in price as shown in the following.

The value generated by the B.C.A.A. range between $6515.00 per acre ($.15/sq.ft.) for the upland parcel, to $750.00 per acre ($.0172/sq.ft.) for the actual foreshore lot. The assessment of ($.0172/sq.ft.) is viewed as unduely low and not considered in the final reconciliation.

There is very little sales information available for this type of land. The two waterfront sales (the only available) require the following adjustments to make them conparable to the subject property;

Sale No.2 priced at $2,321 per acre requires a 50% increase to compensate for development costs, zoning and access (bridge) gives an adjusted value of $3,481 per acre or ($.0799/sq.ft.)

Sale No.3 with a sale price of $4471 per acre requires an adjustment of 35% for zoning, development producing a value of $6035 per acres ($.1385/sq.ft.)

Reconciliation

Value to be considered range from a high of $.15 per sq. ft. to a low of $.07 per sq. ft. After careful consideration of the above data, the following valuation has been arrived at.

A) Lease Value (High Use Industrial Area)

$5663.00 per acre ($.13/sq.ft.) x 8.5 acres = $48,135.00

Indicated rental $48,135 x 8% = $3850.00/yr.

B) Log Booming and Storage Area

$800/acre x 29.5 acres = $23,600

Industrial rental $23,600 x 8% = $1,888/yr.

Summary of Rental Due

Lease Value (High Use Industrial Area)	$3850.00/yr.
Log Booming and Storage Area	$1888.00/yr.
Annual rent	~~$5,738.00/yr~~

Previous rent of ~~$5316.00~~ $5316/yr based on from March 15, 1983.

Changes see attached VALUATION

George Rushworth

Valuation:

The subject leasehold area includes 15.38 ha ± (38 acres ±) and may be classified in the following terms:

A.) Dry Land Sort Area (includes slipping banks)	8.5 acres (fill)
B.) Extensive Log Handling	13.8 acres
C.) Log Storage Area	15.7 acres
Total acres	38.0 acres

Reconciliation

Value to be . . .
. . . been arrived at.

Lease Value

A) Dry Land Lot Area
(valued at 100% of upland value)
$5663/acre ($.13/sq.ft.) x 8.5 acres = $48,135.
Indicated rental $48,135. x 8% = $3850/yr.

B) Intensive Log Handling Area
(valued at 50% of upland value)
$5663/acre @ 50% = $2832/acre
$2832/acre x 13.8 acres = $39,082
$39,082 x 8% = $3127/yr

C.) Log Storage Area
(zone rate of $800/acre used)
$800/acre x 15.7 acres = $12,560
$12,560 x 8% = $1004/yr

Summary of Rental Due

A) Dry Land Sort Area	3850/yr
B) Extensive Log Handling "	3127/yr
C.) Log Storage Area	1004/yr
Annual Rent Due	7981/yr.

Previous rent of $5316.00/yr based on report of March 1983.

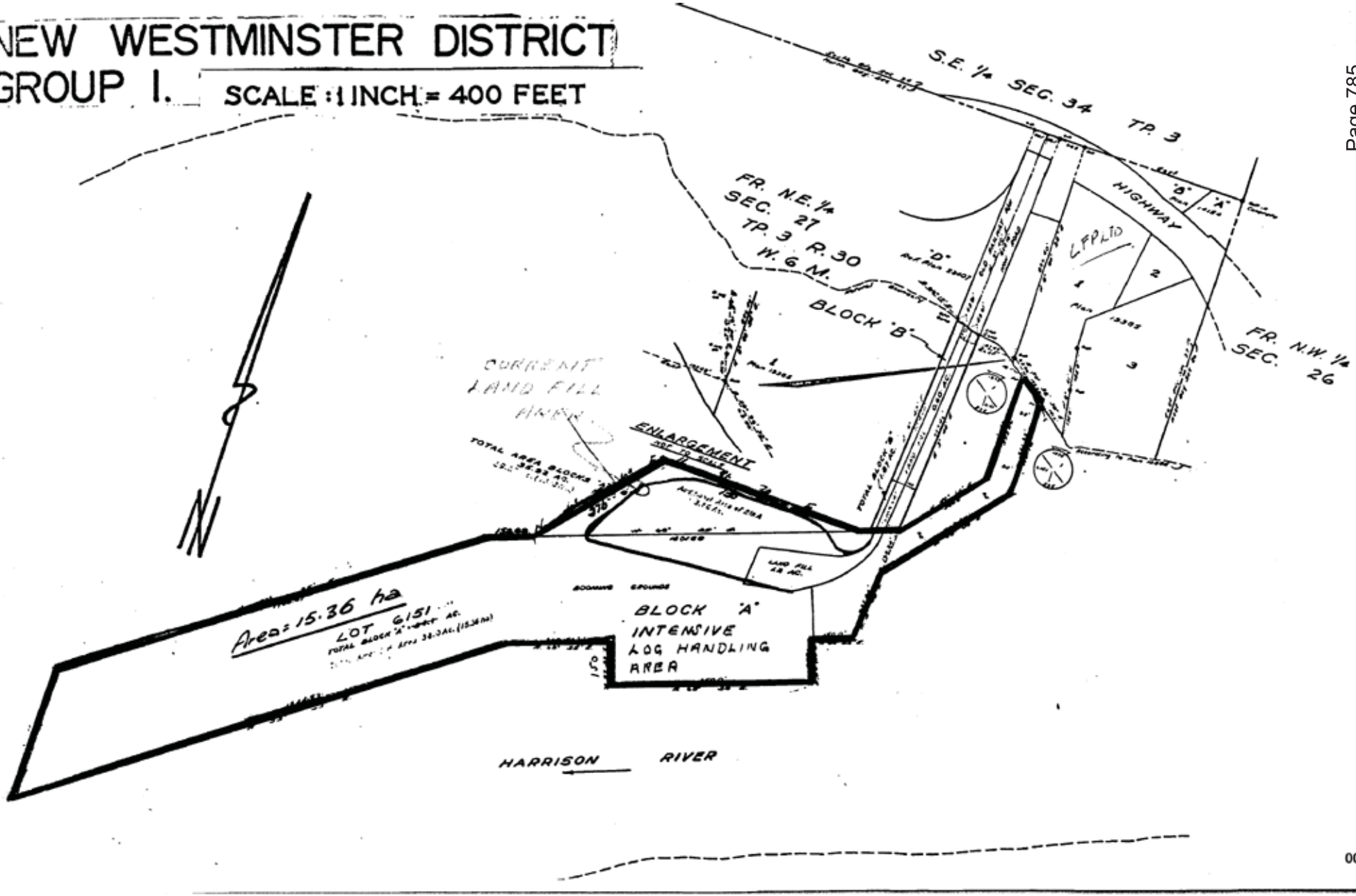
George Penhorwood
Land Officer

Recommendation

CONTINUE LEASE AT NEW RENTAL of $7981/ annum

NEW WESTMINSTER DISTRICT
GROUP 1.

SCALE : 1 INCH = 400 FEET



00794

AMENDMENT TO LEASE RENTAL

NOTICE

Form A

Re: Lease No. 231897 dated October 1, 1983 from the Minister of Lands, Parks and Housing

to Canadian Forest Products Ltd.

covering Block A of Lot 6151 and Lot 4890, Group 1, New Westminster District

TAKE NOTICE that the rent payable under the above-mentioned lease is hereby adjusted from $5,316.00 per annum to a rental of $ 7,981.00 per annum payable for the period of five (5) years commencing on October 1, 1988.

AND FURTHER TAKE NOTICE that the provisions of this NOTICE shall, upon the execution hereof, be deemed to be incorporated in the above-mentioned lease to the intent that the rental payment under the lease is $7,981.00 per annum for the period of five (5) years commencing October 1, 1988.

DATED this 23rd day of March , 1988 at Burnaby, British Columbia.

Regional Lands Manager

N.B. - This forms an integral part of your lease and must be attached thereto.

Your next notice of lease account rental due will be at the amended rental indicated herein.

L.192

File: 0095873

GENERAL LEASE - NO ADDITIONAL RENT

THIS LEASE executed in triplicate and dated for reference the 1st day of October, 1983.

IN PURSUANCE OF THE LAND ACT.

B E T W E E N :

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

(hereinafter called the "Lessor")

OF THE FIRST PART

A N D

CANADIAN FOREST PRODUCTS LTD. (Amalgamation No. 258724 ~~223350~~), a Company organized under the laws of British Columbia and having an office or other place of business at 2800 - 1055 Dunsmuir Street, Vancouver, British Columbia

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSES that in consideration of the rents reserved and the covenants and agreements set forth below, the parties agree as follows:

ARTICLE I GRANT OF LEASE

(1.01) The Lessor demises and leases to the Lessee that parcel of land consisting of foreshore and River bed described as

Block A of Lot 6151, and Lot 4890, Group 1, New Westminster District

and being more particularly shown outlined in red on the plan annexed hereto as Schedule "A" (herein called the "Land").

ARTICLE II TERM

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of 10 years commencing on the 1st day of October, 1983 (herein called the "Commencement Date").

ARTICLE III RENT

(3.01) YIELDING AND PAYING THEREFORE

(a) during the first five years of the term an annual rental of $5,316 payable in advance, beginning on the Commencement Date, and thereafter on each successive anniversary of that date,

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(b) during each successive five year period of the term thereafter (herein called a "Lease Period") an annual rental determined by the Lessor under this Article, payable in advance, beginning on the date of commencement of each Lease Period and thereafter on each successive anniversary of that date.

(3.02) The Lessor may, by notice in writing to the Lessee not less than 15 days before the commencement of any Lease Period, increase the amount of annual rental payable during that Lease Period and the annual rental specified in the notice shall constitute conclusive evidence of the annual rental payable during the Lease Period in respect of which the notice is given.

(3.03) If the Lessor does not give notice to the Lessee under section 3.02 in respect of any Lease Period, the annual rental payable during that Lease Period shall be equal to the annual rental payable during the immediately preceding Lease Period, or in the case of the first Lease Period, the immediately preceding five years of the term.

ARTICLE IV COVENANTS OF THE LESSEE

(4.01) The Lessee covenants with the Lessor

(a) to pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all taxes, rates, levies, duties, charges and assessments now or hereafter assessed, levied or charged by any competent governmental authority upon the Land or any improvements thereon (herein called "Realty Taxes") and if the Lessee defaults in the payment of any such sums, the Lessor may pay and discharge the same and the amounts so paid shall be added to the rent herein reserved and will be due and payable to the Lessor immediately;

(c) to pay and satisfy all payments when due under any Leasehold Mortgage (as hereinafter defined);

(d) to pay and discharge when due all charges for electricity, gas, water, and other utilities supplied to the Land;

(e) to observe, abide by and comply with all laws, by-laws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation, PROVIDED that if the Lessee contests the validity or applicability of such laws, by-laws, orders, directions, ordinances or regulations, he shall indemnify and save harmless the Lessor from all loss, damage, cost and expense suffered by the Lessor by reason of the Lessee contesting their validity and shall furnish the Lessor with such security as may be required by the Lessor;

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(f) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor, to remove any improvements and make safe, clean and sanitary any portion of the Land or any improvement that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(g) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land, and for the purpose of this covenant, the permitted use of the land in compliance with this lease shall be deemed not to constitute a nuisance or annoyance;

(h) not to use the Land for any purpose other than for the purpose of log dumping, booming and storage and dry land sort;

(i) to pay interest to the Lessor on rent in arrears at the rate of interest prescribed from time to time under the Land Act in respect of money payable under a lease that is not paid on the due date;

(j) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than $1,000,000;

(k) to pay all premiums and monies necessary to maintain all policies of insurance required to be maintained by the Lessee herein as the same become due, provided that if the Lessee defaults in the payment of any of the premiums or sums of money, the Lessor may (but will be under no obligation to) pay the same and the amounts so paid will be added to the rent herein reserved and will be payable to the Lessor immediately;

(l) to deliver to the Lessor from time to time, upon demand, copies of all current policies of insurance required to be maintained by the Lessee hereunder;

(m) to deliver to the Lessor from time to time, upon demand, receipts or other evidence of payment of Realty Taxes, insurance premiums, Leasehold Mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(n) not to keep, store or leave upon the Land during the term any refuse or rubbish of any kind;

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(o) to indemnify and save the Lessor harmless against all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's occupation of the Land,

and the Lessor may add the amount of such loss, damage, costs and liabilities to the rent herein reserved and the amount so added shall be payable to the Lessor immediately;

(p) to pay all accounts and expenses as they become due for labour performed on, or material supplied to, the Land, save and except for monies that the Lessee is required to retain or hold back under the Builders Lien Act, and with respect to the amounts so retained or held back to pay and deal with the same in compliance with that Act or legislation and to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, pursuant to the Builders Lien Act or other legislation of like effect in force from time to time, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land, and to permit the Lessor to enter on the Land for the purpose of placing such notices;

(q) on the expiration or earlier termination of the term

(i) to remove all improvements placed or constructed on the Land during the term,

(ii) to restore the surface of the Land to its original condition, and

(iii) to peaceably quit, surrender, yield up and deliver the Land to the Lessor in a safe, clean and sanitary condition,

and all right, interest and estate of the Lessee in the Land shall cease and vest in the Lessor;

(r) to permit the Lessor, his servants and agents, at all times to enter on and inspect the Land and any improvements thereon;

(s) to comply with all laws, regulations and orders of the Federal Government of Canada, or any of its agencies or commissions, or any international joint commissions of which it or any of its agencies is a member, respecting salmon and fishlife resources in the Harrison River system;

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(t) not to dredge or deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the written consent of the Lessor, and then only in accordance with the terms and conditions specified in the consent by the Lessor;

(u) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of any owner or occupier of land adjacent to or in the vicinity of the Land;

(v) not to use the Land or carry on or permit any activity on the land or on the surface of the water covering the Land that contravenes any provision of the Navigable Waters Protection Act (Canada) or any other enactment, order, regulation or law of the Federal Government of Canada respecting navigable waters, shipping or marine life resources;

ARTICLE V ASSIGNMENT

(5.01) The Lessee shall not assign, sublet or transfer this lease without the prior written consent of the Lessor.

ARTICLE VI COVENANTS OF THE LESSOR

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

ARTICLE VII PROVISOS

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if after the termination by the passage of time of this lease or any extension thereof the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

(b) if, during the continuance of this lease, the improvements or any part of them now or hereafter constructed on the Land are destroyed by fire, lightning, tempest, impact of aircraft, acts of God or the Queen's enemies, riots, insurrections or explosion

(i) the rental herein paid or reserved shall not abate or be forgiven, and

(ii) if the improvements so destroyed have not been rebuilt or reinstated at the expiration or earlier termination of the term, the Lessee shall remove the same and restore the surface of the Land so far as possible to its original condition;

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(c) title to any ownership of all buildings, structures, and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(d) the Lessor is under no obligation to provide access to the Land or to maintain or improve existing access roads;

(e) that this lease and all the terms and conditions of it may be inspected by the public at such times and at such places as the Lessor may determine;

(f) notwithstanding subsection (j) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (j) of section 4.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change;

(g) if the Lessee, on the expiration or earlier termination of the term, fails to remove all improvements that were placed on the Land during the term, or to restore the surface of the Land to its original condition, the Lessor may remove the improvements and restore the Land and the Lessee shall compensate the Lessor for all expenses incurred by him for such removal and restoration forthwith on demand.

(7.02) If a dispute arises as to whether or not an improvement on the Land has been destroyed by fire or other causes, the dispute shall be referred to arbitration.

ARTICLE VIII EVENTS OF DEFAULT

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of rent, or the payment of any other sum payable hereunder, and such default shall continue for 30 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, provisions, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of rent or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

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(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; or

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this Lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of rent or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

(8.02) The remedies of the Lessor in this Article are in addition to the remedies available to the Lessor under the Land Act, and an exercise of the Lessor's remedies under this Article shall not limit or restrict the right of the Lessor to exercise a remedy available to him under that Act.

ARTICLE IX RENEWAL

(9.01) If, on the expiration of the term, the Lessor elects to grant a further lease of the Land, the Lessor shall, by notice in writing, offer the further lease to the Lessee at the rent and on the terms and conditions specified in the notice.

(9.02) The Lessee shall have a period of 60 days from the date of receipt of the notice referred to in section 9.01 to accept a further lease of the Land by endorsing his acceptance on the notice and delivering it to the Lessor within the time limited in this section. If the Lessee elects not to accept the further lease of the Land within the time limited in this section, the Lessor shall be at liberty to grant a lease of the Land to any other person at the rent and on the terms specified in the notice.

(9.03) If the Lessee declines to accept a further lease of the Land under this Article, the Lessor shall not, for a period of two years after the date of the notice referred to in section 9.01 offer a lease of the Land to any person at a rent or on terms more favourable than those specified in the notice without first offering a further lease of the Land to the Lessee at that rent and on those terms.

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ARTICLE X SECURITY

(10.01) The security in the sum of $5,000 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed.

(10.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(10.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier termination of this lease.

(10.04) Notwithstanding section 10.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of security required by the Lessor.

(10.05) The Lessee shall, within 60 days of receiving the notice referred to in section 10.04, cause the amount of Security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

ARTICLE XI EXPROPRIATION

(11.01) If the whole or any part of the Land, or any fixtures or improvements on the Land are expropriated during the term of this lease,

(a) the expropriation shall not constitute a breach of the Lessor's covenant for quiet enjoyment,

(b) the rental shall not abate,

(c) the Lessee shall only be entitled to exercise those rights or remedies that are available to him under the statute that authorized the expropriation.

(11.02) If

(a) the whole of the Land is expropriated, this lease shall terminate on the date the expropriation is effective,

(b) a part of the Land is expropriated, this lease shall continue in effect respecting that part of the Land that is not expropriated.

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ARTICLE XII ARBITRATION

(12.01) Any dispute required to be determined by arbitration in accordance with the provisions of this lease shall be determined under the Arbitration Act by reference to a single arbitrator. The cost of any arbitration shall be borne equally by the parties.

ARTICLE XIII MORTGAGE OF LEASE

(13.01) The Lessee shall have the right from time to time to mortgage this lease and the leasehold interest of the Lessee created by it, and any improvements on the Land (herein called the "Leasehold Mortgage"). In the event of any breach or default of any of the covenants, terms and conditions of this lease by the Lessee, the first leasehold mortgagee shall be entitled, in order to avoid a forfeiture of the lease, to make any payments and do and perform all acts or things that may be necessary or required to prevent a forfeiture.

(13.02) The Lessee shall give notice to the Lessor of any Leasehold Mortgage of this lease and the Lessee's leasehold interest herein together with a copy of the instrument creating it within 30 days after it is granted.

(13.03) If by reason of the default of the Lessee this lease is terminated before the expiration of the term, the Lessor shall enter into a new lease of the Land with the first leasehold mortgagee for the period that but for such termination would have been the remainder of the term, the new lease to become effective immediately on the termination of this Lease, at the rent and on all of the terms, provisions, covenants and agreements contained in this Lease, subject to the rights of any person then in possession of the Land so long as

(a) the first leasehold mortgagee has made a written request to the Lessor for a new lease within 30 days of its termination and the request is accompanied by payment to the Lessor of all sums of money then due to the Lessor hereunder including reasonable legal fees and expenses in connection with the foregoing and with the preparation of the new lease;

(b) at the time of execution and delivery of the new lease, the first leasehold mortgagee pays to the Lessor all sums that would at the time of execution and delivery of the new lease be due under this lease but for such termination and agrees to diligently cure or remedy any default of the Lessee under this lease, the curing or remedying of which requires the leasehold mortgagee to be in possession of the Land.

(13.04) So long as the Lessor has received written notice of a Leasehold Mortgage under section 13.02, the Lessor will give 30 days notice to the first leasehold mortgagee at his address specified in the notice, of the Lessor's intention to terminate this lease and of the nature of the Lessee's default hereunder.

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(13.05) Under any new lease delivered to the first leasehold mortgagee, the Lessor shall not warrant possession, but shall lease only that estate in the Land as the Lessor shall then have, subject only to those matters to which this lease is subject and to those matters suffered, created or permitted to be suffered or created by the Lessee under the terminated lease.

(13.06) The failure of the first leasehold mortgagee to execute and deliver to the Lessor the new lease within 30 days after it is tendered by the Lessor or to comply with any other provisions of this Article shall conclusively be deemed an abandonment and waiver on the part of the first leasehold mortgagee of all rights to obtain the new lease and of any and all rights against the Lessor.

(13.07) The Lessor hereby represents that the first leasehold mortgagee shall be entitled to rely on the provisions of this Article and to enforce them against the Lessor subject to the provisions of this lease.

(13.08) The making of a Leasehold Mortgage shall not constitute an assignment, sublease or transfer of this lease that requires

(a) the consent of the Lessor, or

(b) the leasehold mortgagee to observe and perform the Lessee's covenants unless the leasehold mortgagee enters into possession of the Land in the exercise of his rights to foreclose the Leasehold Mortgage.

ARTICLE XIV NOTICE

(14.01) Any written notice to be served upon or given to either the Lessor or the Lessee pursuant to this lease shall be sufficiently served and given if delivered or mailed, prepaid and registered, in the case of the Lessor, addressed to him at the Parliament Buildings, Victoria, British Columbia, to the attention of the Minister of Lands, Parks and Housing, or such other member of the Executive Council of the Government of British Columbia who may be charged with the administration of the Land Act at the date of the notice and in the case of the Lessee, addressed to him at

2800 - 1055 Dunsmuir Street
P.O. Box 49420
Bentall Postal Station
Vancouver, British Columbia
V7X 1B5

and if the notice is mailed the date of receipt shall be deemed to be 96 hours after the hour of mailing.

(14.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

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(14.03) Notwithstanding section 14.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same on a conspicuous place on the Land.

ARTICLE XV MISCELLANEOUS

(15.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. The waiver by the Lessor of any breach by the Lessee of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(15.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(15.03) The Lessor hereby reserves the right to grant other dispositions of the Land by way of easement, statutory right-of-way, or right to flood, whether or not the interest granted has a dominant tenement, to

(a) a Crown Corporation or agency, or

(b) a municipality, regional district, improvement district, water users community, public utility, a pulp or timber, mining, railway or smelting corporation, or a corporation authorized to transport oil or gas, or both oil and gas, or solids, as defined in the Pipeline Act, or

(c) any other person designated by that member of the Executive Council of the Province of British Columbia charged with the administration of the Land Act,

for any purpose necessary for the operation and maintenance of the grantee's undertaking and the Lessee agrees that a grant made under this paragraph shall not constitute a breach of the Lessor's covenant for quiet enjoyment, and the Lessee hereby consents to any such grant and will forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease to any such grant.

(15.04) Any interference with the rights of the Lessee under this lease by virtue of the operation of the Mineral Act, Petroleum and Natural Gas Act, Coal Act or Water Act or any certificate, lease, permit, or license issued under those Acts shall not constitute a breach of the Lessor's covenant of quiet enjoyment.

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(15.05) This lease and the term herein granted is subject to

(a) all subsisting grants to, or rights of, any person made or acquired under the Mineral Act, Petroleum and Natural Gas Act, Coal Act or Water Act, whether or not the Lessee has actual notice of them,

(b) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the Land Act.

(15.06) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(15.07) Time is of the essence in this agreement.

ARTICLE XVI INTERPRETATION

(16.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(16.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions hereof.

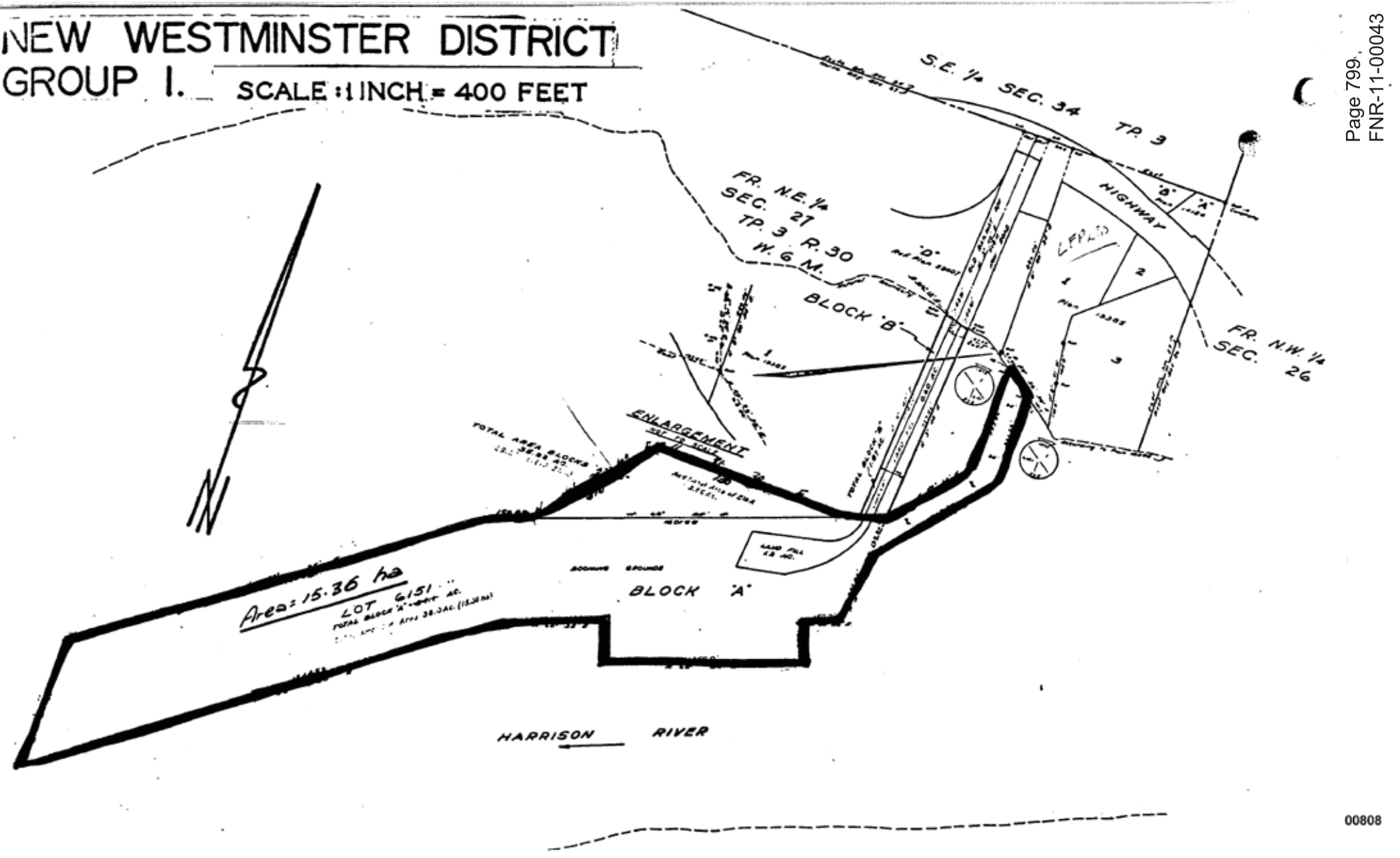
(16.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the Land Transfer Form Act, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

(16.04) This lease shall be interpreted according to the laws of the Province of British Columbia.

(16.05) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(16.06) If any section of this lease 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.

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

SIGNED, SEALED AND DELIVERED on behalf of Her Majesty The Queen in Right of The Province of British Columbia by the Minister of Lands, Parks and Housing, or his duly authorized representative, in the presence of:

Regional Director

A Commissioner for taking Affidavits in British Columbia

"The Common Seal of CANADIAN FOREST PRODUCTS LTD. was hereunto affixed in the presence of:

AUTHORIZED Signatory

AUTHORIZED Signatory

c/s".

Province of
British Columbia

Ministry of
Crown Lands

Lands Operations
Lower Mainland Region
210, 4240 Manor Street
Burnaby, B.C.
V5G 1B2
Telephone: (604) 660-5500
Rapicom: 660-5538

Attn.: Gayle Broughton
Files: [redacted]185638
0200509, 0206719
0212251, 0214767
0127862

Date: 89-06-23

The Bank of Montreal
Main Branch
595 Burrard Street
Vancouver, B.C.
V7X 1L7

Dear Sirs:

Re: Receipt and Agreements - Canadian Forest Products Ltd. - $21,500.00

The enclosed Receipt and Agreement forms are forwarded to you, as the security covered by these agreements are no longer required.

Please accept this as your authority to release the subject securities to:

Canadian Forest Products Ltd.
P.O. Box 49420
#2800 - 1055 Dunsmuir Street
Vancouver, British Columbia
V7X 1B5

Yours truly,

R. H. Roberts
Regional Director

GB/ah

Encl.

cc: Canadian Forest Products Ltd.

Zone rate

Province of
British Columbia

Ministry of
Crown Lands

Lands Operations
Lower Mainland Region
210, 4240 Manor Street
Burnaby, B.C.
V5G 1B2
Telephone: (604) 660-5500
Rapicom: 660-5538

Attn.: Gayle Broughton
Files: 0095873, 0185638
0200509, 0206719
0212251, 0214767
0127862

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Vancouver, British Columbia
V7X 1B5

Yours truly,

R. H. Roberts
Regional Director

GB/ah

Encl.

cc: Canadian Forest Products Ltd.

RECEIPT AND AGREEMENT

Bank Bank of Montreal

Branch Main Branch, 595 Burrard Street Vancouver, B.C. V7X 1L7

Lease of Crown land to CANADIAN FOREST PRODUCTS LTD.

covering an area described as (File # 095873)

Lot 6151, Group 1, New Westminster District

(Insert name of bank) The Bank Bank of Montreal

(hereinafter called the "Bank") hereby acknowledges that it has received from the undersigned the following, which for convenience are hereinafter called the "securities", namely,

(Insert particulars of securities)

$4,000 Bank of Montreal Term Deposit due September 4, 1984

and it is agreed between the undersigned and the Bank that:

(1) The securities are hereby lodged for safe-keeping on account of the undersigned but, so long as this receipt and agreement is outstanding, all instructions *re* sale, transfer, or disposition of these securities must be received from or approved by the Minister of Finance of the Province of British Columbia:

(2) If the said Minister of Finance shall advise the Bank that the original of this receipt and agreement has been delivered to the Department of Lands, For-sts, and Water Resources of the Province of British Columbia, the Bank shall thereafter hold the securities for the account of the Province of British Columbia and shall proceed to convert them to bearer form:

(3) The coupons representing interest earnings on these securities while held on account of the Province of British Columbia may, as they fall due, be clipped by the Bank and released to the undersigned for disposition as the undersigned may see fit:

(4) The undersigned shall pay to the Bank from time to time its charges for all its services hereunder and also all expenses which the Bank may properly incur by reason of its obligations and duties hereunder:

(5) The Bank may, upon surrender of this receipt and agreement, return the said securities to the undersigned or deal with them in accordance with the undersigned's instructions:

(6) The original only of this receipt and agreement will be issued by the Bank to the undersigned. One copy only of this receipt and agreement shall be issued, such copy to be retained by the Bank for its files:

(7) By delivery of the original of this receipt to the Department of Lands, Forests, and Water Resources of the Province of British Columbia, the undersigned shall be deemed to have thereby assigned, and does hereby assign, to the said Minister of Finance all the rights and claims of the undersigned to the securities:

(8) The word "undersigned" shall mean the party or parties hereto other than the Bank.

Dated at Vancouver, British Columbia,

this 1st day of September, 1981

The Bank of Montreal

Manager

Accountant

CANADIAN FOREST PRODUCTS LTD.

For Bank of Montreal
First Bank Tower
595 Burrard Street
Vancouver, B.C.
V7X 1L7

Witness: Manager

Signature DIRECTOR

Signature ASSISTANT SECRETARY

L.Q. 150

RECEIPT AND AGREEMENT

Bank Bank of Montreal
595 Burrard Street
Branch Vancouver, B,C. V7X 1L7

Lease of Crown land to Canadian Forest Products Ltd.

covering an area described as (File $0095873)

Block A of Lot 6151 and Lot 4890
Group 1, New Westminster District

(Insert name of bank) The Bank of Montreal Bank

(hereinafter called the "Bank") hereby acknowledges that it has received from the undersigned the following, which for convenience are hereinafter called the "securities", namely,

(Insert particulars of securities) (and for all future renewals)

$1,000 Bank of Montreal term deposit due May 3, 1988
#9001442 at 8,75% (Total of $7,500)
Redeemable at par value before maturing.

and it is agreed between the undersigned and the Bank that:

(1) The securities are hereby lodged for safe-keeping on account of the undersigned but, so long as this receipt and agreement is outstanding, all instructions *re* sale, transfer, or disposition of these securities must be received from or approved by the Minister of Finance of the Province of British Columbia:

(2) If the said Minister of Finance shall advise the Bank that the original of this receipt and agreement has been delivered to the Ministry of Lands, Parks and Housing of the Province of British Columbia, the Bank shall thereafter hold the securities for the account of the Province of British Columbia and shall proceed to convert them to bearer form:

(3) The coupons representing interest earnings on these securities while held on account of the Province of British Columbia may, as they fall due, be clipped by the Bank and released to the undersigned for disposition as the undersigned may see fit:

(4) The undersigned shall pay to the Bank from time to time its charges for all its services hereunder and also all expenses which the Bank may properly incur by reason of its obligations and duties hereunder:

(5) The Bank may, upon surrender of this receipt and agreement, return the said securities to the undersigned or deal with them in accordance with the undersigned's instructions:

(6) The original only of this receipt and agreement will be issued by the Bank to the undersigned. One copy only of this receipt and agreement shall be issued, such copy to be retained by the Bank for its files:

(7) By delivery of the original of this receipt to the Ministry of Lands, Parks and Housing of the Province of British Columbia, the undersigned shall be deemed to have thereby assigned, and does hereby assign, to the said Minister of Finance all the rights and claims of the undersigned to the securities:

(8) The word "undersigned" shall mean the party or parties hereto other than the Bank.

Dated at Vancouver, British Columbia,

this 16 day of May, 19 85

The Bank of Montreal

Manager

Accountant

For Bank of Montreal
Vancouver Securities Service Centre
First Bank Tower-595 Burrard St.
1-3792 Vancouver, B.C.

Witness:

Manager

CANADIAN FOREST PRODUCTS LTD.

Signature DIRECTOR
ASSISTANT SECRETARY

Address
2800 - 1055 Dunsmuir Street
Vancouver, B.C. V7X 1B5

L.B. 130–o

Canadian Forest Products Ltd.

and affiliated companies

CANFOR

Our File: PF 162

March 21, 1990

Estate of Rowena E. Pretty

Sect 22

APR 27 1990

Attention: Mr. Ivan Pretty

Dear Sir:

Re: Fractional NE1/4 of Section 27 Lying North of Harrison River, Township 3, Range 30, W6M Save and Except Parcel C, Reference Plan 3605

Further to our telephone conversations on February 27, 1990 and March 6, 1990, the February 4, 1980 agreement between Mr. J.I. Pretty and Canadian Forest Products Ltd. is hereby renewed for a further 5 year period from October 1, 1989 and may be renewed for further 5 year periods thereafter subject to mutual consent. The new agreement will be between the Estate of Rowena E. Pretty and Canadian Forest Products Ltd.

All other terms and conditions remain the same.

Yours truly
CANADIAN FOREST PRODUCTS LTD.

Murray W. Carpenter
Murray Carpenter, Manager
Property & Property Taxes

ACCEPTED AND AGREED THIS
24 DAY OF April, 1990

J.I. Pretty
ESTATE OF ROWENA E. PRETTY

2600-1055 Dunsmuir Street, Post Office Box 49420, Bentall Postal Station, Vancouver, British Columbia, Canada V7X 1B5
Telephone (604) 661-5241 Fax (604) 661-5273

Canadian Forest Products Ltd.

and affiliated companies

February 4, 1980.

Mr. J. I. Pretty,

Sect 22

Dear Ivan:

Re: Fr. N.E. 1/4, Lying N. of the Harrison River, TP3
R30 W. 6M., save and except Parcel C
Reference Plan 3605

This letter sets forth the points of agreement reached with you, on February 1, 1980, on behalf of the owners of the referenced real property at Harrison Mills, B.C. concerning our use of an area of land and water held under lease from the Crown in right of the Province of B.C. They include:

1. In consideration of annual payments made by C.F.P. to the owners of the referenced real property, you, on your own behalf and on behalf of the owners of the property in question agree that no objection will be made to C.F.P.'s use of any part of its Crown lease known as Block A, Lot 6151, Group 1, N.W.D. situated south of the referenced real property, for any lawful purpose, including but not limited to: dredging, filling, dry land log sorting, dumping and booming logs.

2. The amount of annual payments to be $3,000 in the first year. The rate in subsequent years will be the rate of the previous year multiplied by a factor employing the percentage change of the Consumer Price Index during that previous year. 2 (Two) J.I.P.

3. The basic term of agreement will be 10 years from October 1, 1979, and may be renewed for 5 year periods thereafter subject to mutual consent, any such renewals being open to arbitration of unresolved issues between the parties concerned.

4. That you, on your own behalf and on behalf of the owners of the referenced property, agree to make this agreement between us part of any transfer of said property to different owner(s).

If the foregoing properly sets forth our basic terms of agreement, would you please sign this letter as provided below and we will ask our lawyer to prepare a formal agreement to document our arrangement. May we also ask if you would provide us with a letter, for the benefit of the Lands Branch, to the effect we have reached an accord on the use of our lease area.

ACCEPTED AND AGREED TO THIS)
6 DAY OF Feb., 1980)
ON BEHALF OF PROPERTY OWNERS)
per _____)

Yours truly,
CANADIAN FOREST PRODUCTS LTD.

W. B. GAYLE,
Vice President,
Coast Forestry and Logging.

Fifteenth Floor/605 Burrard Street Vancouver B.C. V7X 1M5/Telephone (604) 684-3636/Telex 04-53333/Cable: Canfor

HARRISON CAMP 0002094BY1 C140 SUPC BM1 425817 10/01/92 $9,657.82

REFERENCE	INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
MINISTEROF	231897	083192	0095873 8,539.67	0	8,539.67
MINISTEROF	232631	083192	0200509 1,118.15	0	1,118.15

AIR

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS
LANDS OPERATIONS

OCT 0 5 1992

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

COMP ENT'D OCT - 6 1992

RECEIVED
OCT 0 5 1992

10000216

$ ~~8539.67~~ 8539.67

BY

0095873

adian Forest Products Ltd. and affiliated companies

PLEASE DETACH BEFORE PRESENTING

HARRISON CAMP 0002094BY1 C140 SUPC BMI 00000308700 01/15/92 **********$24

Voucher No.	Vendor Name & Invoice No.	Date	Invoice Amount	Discount	Net Amount
	MINISTEROF 0095873INT	113091	24.60	0.00	24.

MINISTRY OF LANDS AND PARKS
LANDS OPERATIONS

JAN 17 1992

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

20029635

Canadian Forest Products Ltd. and affiliated companies — Please detach before presenting

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

MS SERVICE NO: 0757
File No 0095873 Document No 231897 Invoice No.

Statement Date: 91/11/30
Due Date: CUFRDUE

Name: CANADIAN FOREST PRODUCTS LTD.

PLEASE ENTER ADDRESS CHANGES BELOW

20029635

STREET

CITY

POSTAL CODE PHONE NO.

RECEIVED
JAN 17 1992

COMP ENT'D JAN 17 1992

Balance Owing $ 24.60

$ 24.60

BY

ENTER AMOUNT OF PAYMENT $

Regional office use only

ENVIRONMENT, LANDS AND PARKS
SUITE 401 - 4603 KINGSWAY
BURNABY
B.C.
V5H 4M4 PH: (604) 660 5500

L 19471

$ (FIN) REV 88/10

ORIGINAL

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

File No. 0095873 Document No. 231897 Invoice No.

Statement Date: 91/08/31
Due Date: 91/10/01

Name: CA[illegible]DIAN FOREST PRODUCTS LTD.

COMP ENT'D OCT 11 1991

PLEASE ENTER ADDRESS CHANGES BELOW: ~~20028889~~

STREET _____

CITY _____ RECEIVED

POSTAL CODE _____

7981.00 RENT
558.67 G.S.T.
8,539.67

Balance Owing $ _____

L 18512

Regional office use only

LANDS AND PARKS
SUITE 401 - 4603 KINGSWAY
BURNABY
B.C.
V5H 4M4

OCT 11 1991
$ 8539.67
BY J Lung

ENTER AMOUNT OF PAYMENT $ _____

79 (FIN) REV. 88/10 ORIGINAL

66000-1 HARRISON CAMP

Voucher No.	Vendor Name & Invoice No.	Date	Invoice Amount	Discount	Net Amount
	FILE NO.'S 95873	04/09	7,981.00		
	200509	04/09	857.00		
					$8,838.00

20025500

Canadian Forest Products Ltd. and affiliated companies — Please detach before presenting

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

File No. 0095873 Document No. 231897 Invoice No.

Statement Date: 90/09/04
Due Date: 90/10/01

Name: CANADIAN FOREST PRODUCTS LTD.

20025500

PLEASE ENTER ADDRESS CHANGES BELOW:

COMP ENT'D SEP 27 1990

STREET _____

CITY _____ RECEIVED

POSTAL CODE _____

7,981.00

Balance Owing $ _____

L 24213

Regional office use only

CROWN LANDS
SUITE 401 - 4603 KINGSWAY
BURNABY
B.C.
V5H 4M4

SEP 27 1990
$ 7,981.00
BY DB

ENTER AMOUNT OF PAYMENT $ _____

79 (FIN) REV. 88/10 ORIGINAL

FIELD SERVICES REPORT

WRITER: Darry Sacker DATE: Nov. 10/92

FILE: 0095873

TENURE TYPE: Lease PURPOSE: Log handling / storage

ALLOWANCE: _____ CONDITIONAL ALLOWANCE: ✓ DISALLOWANCE: _____

NEW APPLICATION: _____ PROGRAMMED: ✓ Expiry Oct. 1/93 NON-PROGRAMMED: _____

APPLICANT NAME: Canadian Forest Products Ltd

LEGAL DESCRIPTION: Block A, of D.L. 6151 & Lot 4890, Gp 1

FIELD EXAM DATE: D. on F. RECOMMENDED AREA: 18.478 ha. AIRPHOTO: _____

BCGS MAP #: 92 H 021 LOCATION: Harrison Bay

RECOMMENDATION:

Term: 30 yrs. Purchase Price/Rental: # 13,906 / yr.

Performance Bond: # 5000 Liability Insurance: # 1,000,000

Conditions Precedent: ✓ (1) State of title of upland properties

(2) Plans of upland properties

✓ (3) Consent of upland property owners

✓ (4) Term of lease corresponding to the consent.

Other: _____

VALUATION/RENTAL CALCULATION: See attached.

ENTERED NOV 13 1992

COMPUTER ENTRY: TAS TYPE _____ INITIALS _____ DATE _____

Province of British Columbia

Ministry of Environment, Lands and Parks

Lower Mainland Region

Lands Operations Division
Suite 401 , 4603 Kingsway
Burnaby, B.C.
V5H 4M4
Telephone: (604) 660-5500

GST Registration No. R107864738

Your contact is: **Pat Smith**
Examiner
660-5500

Our File: 0095873

1993-08-13

OFFER OF LEASE

Canadian Forest Products Ltd.
Box 49420, 2800 - 1055 Dunsmuir Street
Vancouver, British Columbia
V7X 1B5

Dear Sirs:

We are pleased to offer you a Lease over **Block A of District Lot 6151 and District Lot 4890, Group 1, New Westminster District as shown outlined in red on the Legal Description Schedule in the attached Lease document and containing 18.478 hectares, more or less** (the "Land") for **the purposes of log dumping, booming, storage and dry land sorting.**

This is to replace **Lease No. 231897.**

You can accept this offer by providing us with the following **by September 16, 1993.**

FEES PAYABLE

Payment of the fees as outlined below:

Lease Rental	$ 13906.00 T*
Documentation Fee	$ 150.00 T*
Application Fee	$ 50.00 T*
GST (7% X $14,106.00)	$ 987.42
TOTAL	$ 15093.42

T* - denotes GST payable

ENTERED
AUG 13 1993

Please make your cheque or money order payable to the Minister of Finance and Corporate Relations.

STATE OF TITLE CERTIFICATE

A State Title Certificate obtainable from the New Westminster Land Title Office over the property described as Lot 1 of Parcel "C" the Fractional Northeast 1/4 of Section 27, Township 3, Range 30, West of the Sixth Meridian, New Westminster District, Plan 19385

ADDITIONAL CONDITIONS PRECEDENT

It will also be necessary for you to forward to this office the unconditional written consent for your use of the foreshore from the owner of the adjacent upland property as described on the above mentioned State of Title Certificate. It should be in the following format:

(a) on original letterhead if the owner is a company, or if an individual, in the individual's original handwriting (copies not acceptable);

(b) for the term and use as described in the attached lease. Should the term not coincide with the term of the lease, the lease will be adjusted to reflect the term of the consent.

SIGNING OF DOCUMENTS

In the spaces provided on the signature page, please sign all of the Lease documents and have your signature(s) witnessed. Return all copies to this office and an originally executed copy will be sent back to you.

If you accept this offer, you agree that:

1. This offer cannot be transferred to another person;
2. This offer and the Lease does not guarantee that:
   (a) the Land is suitable for the approved use,
   (b) it can be built on,
   (c) there is access to it, and
   (d) it is not susceptible to flooding or erosion;
3. This offer shall survive the signing and issuance of the Lease provided that in the event of any contradiction between the terms of the offer and the Lease, the Lease shall prevail;
4. In accordance with the provisions of the Land Act, this offer is not binding upon the Crown until the Lease is signed by the Crown.

If you accept this offer, you confirm that:

A. You (or your authorized representative) have inspected the Land and are fully aware of its condition;
B. You have knowledge of all municipal and regional bylaws regulating the use and development of the Land;
C. Time is of the essence;
D. Your company is incorporated or registered in British Columbia under No. 258724 and has the legal capacity to acquire land.

If you have any questions, please contact **Pat Smith** at **660-5500.**

Yours sincerely,

Authorized Representative

File No. 0095813

Purpose 03 Subpurpose 04

Tenure Type LE Tenure Subtype 01

Land Type Code 3

Area (Hectares) 18.478

BLANKET

Security 50,000

Commencement Date Oct. 1, 1993

Expiry Date Oct 1, 2023

Policy 3

Next Review Oct 1, 1998

Review Reason: 01 Rental ✓ 05 Purchase Price ____ 09 Collat. Agree ____
02 Insurance ____ 06 Other Permits ____ 10 Security ____
03 Dev/Mgt/Plan ____ 07 Royalty Rate ____ 11 Expiry ____
04 Survey Requir. ____ 08 Envir. Concerns ____ 12 Misc. ____

Zone x 19.
LOG STORAGE 2409 X 15.038 = 36,226
FILL 40,000 X 3.44 = 137,600

Value 173,826.

Revenue Code ____

Fixed Rent Amount ____

Current Rent 13,906.00 Rent Start Date Oct 1, 1994

Royalty Rate and Unit ____

Prepaid Amount ____

Percent of Gross ____

Note/Reminders: ____

HARRISON CAMP 00(2094LOD C140 SUPC BM1 721517 09/20/95 $14,879

REFERENCE	INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
MINISTEROI	235409	083195	14,879.42	0.00	14,879.

20008512

MINISTRY OF EN
LANDS AN

SEP 22 1995

#40 4
BURNABY, B.C. V5H 4M

Canadian Forest Products Ltd. and affiliated companies

PLEASE DETACH BEFORE PRESENTIN

PLEASE ENCLOSE THIS PAYMENT STUB WITH YOUR REMITTANCE

RMS SERVICE NO: 757
File No. 0095873 ment No. 23 09 Invoice No.

Statement Date: 95/08/31
Due Date: 95/10/01

Name: CANADIAN FOREST PRODUCTS LTD.

20008512

PLEASE ENTER ADDRESS CHANGES BELOW:

SEP 23 1995

COMP ENT'D

STREET

CITY

POSTAL CODE PHONE NO.

RECEIVED
SEP 22 1995

AK

14,879.42

Balance Owing $

L 24513

Regional office use only

ENVIRONMENT, LANDS AND PARKS
SUITE 401 - 4603 KINGSWAY
BURNABY
B.C.
V5H 4M4 PH: (604) 660-5500

$ 14,879.42

BY J Hillyer

ENTER AMOUNT OF PAYMENT $

FS 79 (FIN) REV. 88/10

ORIGINAL

RRISON CAMP 0002094BY1 C140 SUPC BM1 835725 11/27/96 $14,979.1

REFERENCE	INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
MINISTEROF	0095873	100196	14,979.16	0.00	14,979.16

MINISTRY OF ENVIRONMENT,
LANDS AND PARKS
LANDS OPERATIONS

DEC 0 2 1996

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

20011286

COMP ENT'D DEC - 3 1996

anadian Forest Products Ltd. and affiliated companies

PLEASE DETACH BEFORE PRESENTING

NOV 2 0 1996 PF 162.1

BRITISH COLUMBIA

MINISTRY OF ENVIRONMENT, LANDS AND PARKS
BC LANDS - LOWER MAINLAND REGION
SUITE 401 - 4603 KINGSWAY
BURNABY B.C. V5H 4M4
Phone: (604) 660-5500
Fax: (604) 660-5538

RECEIVED
DEC - 2 1996

AR

$14,979.16
Total Amount Due
96/10/01
Due Date:

$ 14,979.16

CANADIAN FOREST PRODUCTS LTD.

0095873 : Our File
96/10/31 : Statement Date
COMP ENT'D DEC - 3 1996 : Your File

BOX 49420, 2800 - 1055 DUNSMUIR STREET
VANCOUVER BC V7X 1B5

20011286

Enter Amount of Payment:

RMS Service No. 0757
GST Reg. No. R107864738

Please enclose this Payment Stub with your Remittance in Canadian Funds
DO NOT MAIL CASH

Please Indicate Change of Address on Reverse ☐

File: 0095873 VOL 3

CANADIAN FOREST PRODUCTS

0095873 v3

15

For Land Title Office use: Page ___ of ___.

Province of British Columbia | Ministry of Environment, Lands and Parks

Lease Aquatic Lands

Lease No. 235409 File No. 0095873

THIS LEASE dated for reference the 1st day of October, 1993.

IN PURSUANCE of the *LAND ACT* (Section 35) and the *LAND TRANSFER FORM ACT*

BETWEEN:

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

(hereinafter called the " Lessor")

OF THE FIRST PART

AND:

Canadian Forest Products Ltd., (Inc. No. 258724)
Box 49420, 2800 - 1055 Dunsmuir Street
Vancouver, British Columbia
V7X 1B5

(hereinafter called the " Lessee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter called the "Land");

NOW THEREFORE in consideration of the fee to be paid by, and the covenants of the Lessee, the parties agree as follows:

Article I - Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for ***log dumping, booming, storage and dry land sorting purposes*** .

Article II - Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a ***term of 30 years commencing on the 1st day of October, 1993*** (hereinafter called the Commencement Date").

Lease Aquatic Lands	File No. 0095873

Article III - Fees

(3.01) YIELDING AND PAYING THEREFORE for the term the fees prescribed in the Fee Schedule attached.

Article IV - Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

(a) to pay fees when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(f) to use and occupy the Land in accordance with the provisions of this lease and any Special Proviso Schedule;

(g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage, third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than $1,000,000.00, PROVIDED, however that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;

(h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change; except that when the Lessee is self-insuring this section shall not apply;

(j) to indemnify and save the Lessor harmless against all loss, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

Lease Aquatic Lands	File No. 0095873

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land,

and the Lessor may add the amount of such loss, damages, costs and liabilities to the fees and the amount so added shall be payable to the Lessor immediately;

(k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the ***Builders Lien Act***, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;

(l) on the expiration or earlier cancellation of this lease

(i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,

(ii) to restore the surface of the Land to the satisfaction of the Lessor, AND

(iii) notwithstanding section 4.01 (l)(i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed,

and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;

(m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Lessor;

(o) not to dredge or significantly displace beach material on the Land without the prior written consent of the Lessor;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land.

Article V - Assignment

(5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior consent of the Lessor.

Article VI - Covenants of the Lessor

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII - Provisos

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all of the terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

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(b) title to and ownership of all buildings, structures and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;

(e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;

(f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*;

(g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;

(h) this lease and the term herein granted is subject to:

(i) all subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act* , or *Water Act* , or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND

(ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act;*

(i) the Lessee acknowledges and agrees with the Lessor that

(i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,

(ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,

(iii) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the right, privileges or interests described in subsections (d) and (h) of section 7.01, AND

(iv) all schedules attached to this lease form an integral part of this lease.

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Article VIII - Events of Default

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of fees, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of fees or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; OR

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of fees or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Article IX - Security

(9.01) The security in the sum of $50,000.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed, Provided, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection.

(9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.

(9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.

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(9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.04 cause the amount of security delivered to the Lessor to be changed to the amc t specified in the notice and provide the Lessor with written confirmation of the change.

Article X - Notice

(10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article XI - Miscellaneous

(11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(11.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(11.04) Time is of the essence in this agreement.

Article XII - Interpretation

(12.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions hereof.

(12.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

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(12.04) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent ena ient of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(12.05) If any section of this lease 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.

IN WITNESS WHEREOF, the parties have executed this lease 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:

V.A. Gauthier

M Edwards

Authorized Signatory

SIGNED on behalf of Canadian Forest Products Ltd. by a duly authorized signatory in the presence of:

Director

Vice-President
And Secretary

Authorized Signatory

For Land Title Office use: Page ___ of ___.

Province of British Columbia
Ministry of Environment, Lands and Parks

Legal Description Schedule

Lease No. 235409 File No. 0095873

1. Legal Description

Block A of District Lot 6151 and District Lot 4890, Group 1, New Westminster as shown outlined in red on the sketches annexed hereto as Schedule "A and B", containing a total of 18.478 hectares.

2. Sketch Plan