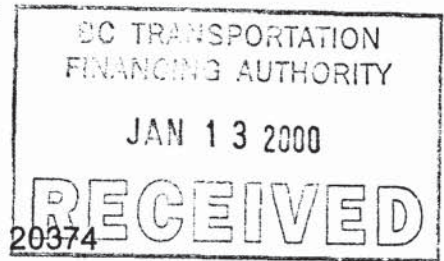




458



January 10, 2000

British Columbia Transportation and Financing Authority,  
P.O. Box 9900, Stn. Prov. Gov't,  
Victoria, B.C.  
V8W 9R1

Carol Watts, A/ Property Administrator

Re: **Lease Agreement**

Enclosed please find as requested a copy of lease agreement with Terrace & District Chamber of Commerce, PID 024-123-722, Legal Description Parcel A, District Lot 360, Range 5, Coast District Plan 42281.

Also enclosed please find copy of Legal Survey Plan PRP42281.

If you have any questions, please call.

Yours truly,

Marilyn Marshall,  
Regional Property Clerk

/mm

MINISTRY OF TRANSPORTATION & HIGHWAYS

PROJECT: Tourist Information Site

FILE: 20385 and 20374

AGENT: Drew Reidy.

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LEASE OF TOURIST INFORMATION SITE

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This indenture made the 30th day of June, 1995, in pursuance of s.57 of the **Ministry of Transportation and Highways Act** and the **Land Transfer Form Act**, Part 2, between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Transportation and Highways (the "Lessor") and

Terrace & District Chamber of Commerce

P.O. Box 107

Terrace, B.C.

V8G 4A2

(the "Lessee")

Whereas the Lessor is the owner of the land described below and has agreed to lease the land to the Lessee: Now therefore in consideration of the rents, covenants, conditions and agreements hereinafter respectively reserved and contained, the Lessor does demise and lease unto the Lessee, all and singular those certain lands, premises and buildings situate in the Province of British Columbia and known and described as:

Parcel Identifier No: 012-318-281, 012-318-370, 012-318-418, 012-318-442, 012-318-451, 012-312-240, 012-565-326, 012-318-582 and 012-318-671

Legal Description: Lots 1 to 8 inclusive, District Lot 360, Range 5, Coast District, Plan 3232, except Plan 8751

(the "Premises")

**TERM**

To hold the Premises for the term of 15 (fifteen) years (the "Term") commencing on the 1st day of August, 1995, and expiring on the 31st day of July 2010;

**RENT**

Yielding and paying therefore for the Term the rent as prescribed in the Fee Schedule attached;

**NOTICE**

Except as otherwise provided in this Lease, any notices herein provided or permitted to be given to the Lessor or the Lessee shall be given or made by delivery or by mailing the same by registered, first-class mail, postage prepaid, addressed to such party at the address as set forth above or such other addresses as may from time to time be designated by notice given in the manner herein provided. Each such notice shall be deemed to have been received, if delivered, on the day of delivery or, if mailed, on the third business day next following the day on which it was mailed. Provided that, should there be at the time of mailing or occur between the time of mailing and the time of deemed receipt, a postal strike, slow down or other labour dispute which might adversely affect delivery of registered mail, then notice shall only be effective if it is actually delivered;



## THE LESSEE COVENANTS WITH THE LESSOR:

To pay rent;

The Lessee shall be responsible for the payment of utilities or real property taxes that may be imposed by any entity having jurisdiction thereover;

And to comply promptly at the Lessee's own expense with all laws, ordinances, regulations, requirements and recommendations of any and all Federal, Provincial, Civic, Municipal and other authorities, or Association of Fire Insurance Underwriters or Agents and all notices in pursuance of same whether served upon the Lessor or the Lessee;

And to indemnify and save harmless the Lessor from and against all and any manner of actions or causes of action, damages, loss, costs or expenses which the Lessee may sustain, incur or be put to by defect, deficiency, disrepair, depreciation, damage, or change in or to the Premises, of any injury or damage to any person or to any goods and chattels contained in, upon or about the Premises, however caused;

And to indemnify and save harmless the Lessor from all claims for loss, injury, or damage which may arise in any way in or about the Premises;

And to repair, save and except reasonable wear and tear, and damage caused by fire, lightning, tempest, and earthquake;

That the Lessee will not erect signs without leave;

That access to the premises is restricted to ingress and egress from Cramer Street and right turn egress on Kerr Street;

That the Lessee will not make any alterations with respect to the Premises without the prior written consent of the Lessor; always provided that such alterations shall become the property of the Lessor and shall become part of the Premises;

That the Lessor may enter and view the state of repair, and that the Lessee will repair according to notice, save and except reasonable wear and tear and damage by fire, lightning, tempest, and earthquake;

That the Lessee will not use the Premises nor allow the Premises to be used for any other purpose than that for which the Premises are hereby leased, namely for tourist promotion and public rest area use;

And will not assign;

And will not sublet;

And to vacate, quit, and deliver up the Premises upon 6 (six) months notice in writing from the Lessor. Notice to vacate by the Lessor shall be deemed to have been properly given if forwarded by registered mail at least six months in advance to Terrace & District Chamber of Commerce, P.O. Box 107, Terrace, B.C., V8G 4A2;

And to leave the Premises in good repair, save, and except reasonable wear and tear and damage by fire, lightning, tempest, and earthquake;

And to leave the premises in a vacant, clean, safe and tidy condition upon the expiry of this lease or earlier termination;

**(Insurance - Third-Party Liability)**

And to arrange, and keep in force, Comprehensive General liability insurance with inclusive limits of not less than one million dollars (\$1,000,000.00), which must contain a cross liability clause. The policy shall be issued jointly in the names of the Lessee and Her Majesty the Queen in Right of the Province of British Columbia and Her employees, servants, and agents;

And to include the following clause in the above insurance policies:

**WAIVER OF SUBROGATION**

It is understood and agreed that in the event of a loss and upon payment of any claim hereunder the insurer will waive its right of subrogation against Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Highways, together with the Minister's employees, agents and servants.

**AND THE PARTIES HERETO FURTHER COVENANT AND AGREE AS FOLLOWS:**

All insurance premiums are payable by the Lessee;

A copy of the Certificate of Insurance (H111) shall be forwarded to

Property Manager/Land Survey Coordinator  
4825 Keith Avenue  
Terrace, B.C.,  
V8G 1K7

for approval and retention;

All policies shall provide for 30 days' prior written notice of cancellation or material change to The Ministry of Transportation and Highways;

The Lessor covenants with the Lessee to repair damage to the Premises arising from such perils as are covered by insurance and not exceeding the amount of insurance collected by the Lessor in respect of such damage;

This Lease shall transfer no interest in or to any timber located on the Premises and the Lessor reserves the right to dispose of the same;

The terms of this Lease are subject to 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;



Proviso for re-entry by the Lessor on non-payment of rent, or non-performance of covenants;

The Lessor covenants with the Lessee for quiet enjoyment;

Any notice or demand affecting the Lessor shall be delivered to the Lessor at the following address:

Property Manager/Land Survey Coordinator  
4825 Keith Avenue  
Terrace, B.C.,  
V8G 1K7;

In case the Premises or any part thereof shall at any time during the Term be burned down or damaged by fire, lightning, tempest, or earthquake so as to render the same unfit for the purpose of the Lessee, the rent hereby reserved or a proportionate part thereof according to the nature and extent of the damage sustained, shall be suspended and abated until the Premises shall have been rebuilt or made fit for the purpose of the Lessee, or at the option of the Lessor the Term shall be in such case forthwith come to an end, and the Lessee shall cease to be held liable for payment of rent except such rent as shall have already accrued due, and shall be entitled to be repaid any rent paid in advance for the balance of the period so paid in advance;

The whole contract and agreement between the parties hereto is set forth herein, that the Lessee has leased the Premises after examining the same, that no representations, warranties or conditions have been made other than those expressed or implied herein, and that no agreement collateral hereto shall be binding upon the Lessor unless it be made in writing and signed by the Lessor;

No waiver of nor neglect to enforce the right of forfeiture of this lease or the right of re-entry upon breach of any covenant, condition or agreement herein contained shall be deemed a waiver of such rights upon any subsequent breach of the same or any covenant, condition or agreement herein contained;

If the Lessee shall hold over and the Lessor shall accept rent after the expiration of the term, the new tenancy thereby created shall be a tenancy from month to month end not a tenancy from year to year and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month;

In this Lease any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural, and masculine includes feminine;

This Lease will be governed by and construed in accordance with the laws of the Province of British Columbia;

All schedules referred to in this Lease form an integral part of this Lease.

In .ness whereof, the parties hereto have cased this Lease to be executed, as of the \_\_\_\_  
of Nov, 19 95.

SIGNED, SEALED AND DELIVERED by the  
Lessee in the presence of

Bobbie Phillips  
Witness

X B K Kerr  
Lessee

3250 Eby St.  
Address

Manager.  
Occupation

The Corporate Seal of the Lessee was  
hereunto affixed in the presence of

Jerry Poppato.

X [Signature]  
Lessee

SIGNED, SEALED AND DELIVERED by the  
Lessor in the presence of

Marlyn Marshall

[Signature]  
for. Minister of Transportation and Highways

FEE SCHEDULE

The rental for the term shall be \$15.00 (\$1.00 per annum) payable as follows:

\$15.00

Payable upon execution of the lease  
agreement by both parties

All property taxes must be paid in full on the due date.

Payment to be made payable to the Minister of Finance and Corporate Relations and  
forwarded to:

Ministry of Transportation and Highways  
North West Regional Office  
400 - 4546 Park Avenue  
Terrace, B.C.  
V8G 1V4

Attention: Marielle Laplante  
Finance Department



**BC TRANSPORTATION  
FINANCING AUTHORITY**

License No.  
File No.  
Letter No.

**LICENSE TO OCCUPY TFA LANDS**

THIS AGREEMENT dated for reference August 1, 2003, is made

BETWEEN

**BC TRANSPORTATION FINANCING AUTHORITY, of**  
300 - 940 Blanshard Street, Victoria, British Columbia, V8W 9R1  
Facsimile: (250) 356-6970

(the "TFA")

AND

Terrace & District Chamber of Commerce of  
4511 Keith Avenue  
Terrace, BC V8G 1K1

(the "Licensee")

WHEREAS The TFA is the registered owner of the lands and premises (including all improvements, if any, thereon) situate at 4511 Keith Avenue, Terrace BC, in the Province of British Columbia more particularly described as:

Parcel Identifier: 024-123-722  
Parcel A, District Lot 360, Range 5, Coast District  
Plan PRP42281

(the "TFA Land")

and TFA has agreed to grant the Licensee certain rights to occupy the TFA Land on the terms and conditions of this License.

In consideration of the covenants and agreements of the Licensee contained herein and other good and valuable consideration, TFA grants to the Licensee the contractual right to use and occupy the TFA Land for a term of seven years ("Term") commencing August 1, 2003 and expiring on July 31, 2010 ("Expiry Date") and in consideration of the sum of \$1.00 per year ("Fee") now paid by the Licensee to TFA (the receipt and sufficiency which is acknowledged), of the rights granted by TFA to the Licensee herein and other good and valuable consideration, the Licensee covenants and agrees with TFA to only use and occupy the TFA Land in accordance with the following terms and conditions:

1. The Licensee shall use the TFA Land for the Term, or any extension hereunder, only for the purposes of: establishing a tourism information centre and the offices of the Terrace & District Chamber of Commerce and for no other purpose unless agreed to in writing by TFA (in TFA's sole discretion), subject always to the terms and conditions contained herein.
2. The Term will be automatically renewed for consecutive one month terms from the Expiry Date. Either TFA or the Licensee may terminate this License and the Term (or any extension thereof) by giving the other three (3) months prior written notice of termination at any time before, on or after the Expiry Date, in which case the Term will expire effective at 5:00 p.m. on the date which is three (3) months after such notice.
3. The Licensee shall be responsible for (and shall pay to TFA immediately on request without any set off, compensation or deduction whatsoever) all costs and expenses directly or indirectly relating to this License, the use of the TFA Land by the Licensee and any other matter contemplated herein, including but not limited to: (a) all taxes



on the TFA Land and on all machinery, equipment and fixtures placed on the Lands or used by the Licensee in its business to the appropriate municipal, regional, provincial or federal taxing authority; (b) all sales, goods and services and other taxes imposed on TFA from time to time with respect to any matter under this License, including all applicable goods and services taxes on the Fee; and (c) costs and expenses incurred by TFA for legal (on a solicitor and own client basis), engineering and other professional services, security, and those relating to any default of the Licensee hereunder; and the Licensee does indemnify and save harmless TFA and TFA's Representative with respect to the same. The Licensee will, immediately on its execution of this License, pay to TFA a deposit in the sum of \$nil ("Deposit") and TFA will retain the Deposit, without interest to the Licensee, as a security deposit to be returned to the Licensee on the termination or expiry of this License if the Licensee duly performs all its obligations contained in this License, or if the Licensee should default in the performance of any of its obligations hereunder, it shall be lawful for TFA, in its sole discretion, to retain the Deposit at any time thereafter as liquidated damages and shall not preclude any further claim or limit the rights and remedies of TFA against the Licensee arising in connection with this License.

4. The Licensee will not construct or cause to be constructed, placed or installed any new building, improvement or structure (including but not limited to asphalt or concrete paving) on all or any part of the TFA Land at any time. The Licensee further agrees that it will not begin any alteration or work to any of the TFA Land until plans and specifications have been provided to TFA and approved by TFA in writing, in TFA's sole discretion, and the Licensee has obtained all required municipal or governmental approvals and permits, all at the Licensee's sole cost and expense. TFA will not be required to review or approve any such plans and specifications if TFA determines, in its sole discretion, that the alteration or work described therein are of a permanent nature or which may in any way lead to a contravention of clause 10 below or any other provision herein.

5. The Licensee will comply with all laws, bylaws, rules and regulations of every municipal, governmental or other authority which affect its use and occupation of the TFA Land, including but not limited to all requirements of the Worker's Compensation Act.

6. The Licensee will repair, maintain and keep the TFA Land in as good order and condition as they are at the commencement of the Term.

7. Where any use or occupation of the TFA Land by the Licensee abuts or in any way impacts any adjacent or nearby Ministry of Transportation ("Ministry") road right of way, the Licensee must obtain, at its sole cost and expense, all permits which may be required from the Ministry from the Ministry's applicable District Highways office prior to using or occupying any of the TFA Land.

8. When determined to be necessary by TFA in TFA's sole discretion, all excavations, materials or other obstructions located on any of the TFA Land are to be efficiently secured, lit and watched in accordance with the requirements determined by TFA from time to time, and every possible precaution is to be taken by the Licensee to ensure the safety of the public at all times.

9. The Licensee will not store or permit to be stored on or in the TFA Land anything that is of a dangerous, hazardous, inflammable or explosive nature or anything that would have the effect of increasing insurance costs or leading to the cancellation of any insurance with respect to the TFA Land.

10. The Licensee will not do or permit anything to be done which damages any of the TFA Land, any improvement thereon, the subsurface thereof or the subsoil structure thereof, or which would prevent or impede TFA or its successors in title from developing the TFA Land in the future for any type of development.

11. The Licensee will place and maintain, at its sole cost and expense, in good standing for the Term (or any extension thereof), insurance in such amounts, in such form of policy, contain such terms, with such insurance company and against such risks all as may be acceptable to TFA from time to time, including but not in any way limited to the insurance requirements described in the Schedule attached hereto and which forms an integral part hereof. The Licensee will, on request from TFA, provide TFA with evidence that such insurance is, at all times during the Term (or any extension thereof), enforceable and in effect.

12. The Director, Land Management of TFA, or any person appointed by such Director, Land Management shall have free access to all parts of the TFA Land from time to time and at all times to enter and examine the state of repair and order of the TFA Land and to determine the Licensee's compliance with the provisions hereof, and TFA may give notice to the Licensee requiring that the Licensee perform such maintenance, repairs or replacements as may be found necessary from such examination.

13. The Licensee shall at all times defend, indemnify and save harmless TFA, Her Majesty the Queen in Right of the Province of British Columbia ("Province") and any of their respective servants, agents, employees, directors or

officers against any and all loss, liabilities, claims, costs or expenses whatsoever resulting from or in connection with any of the following: (a) execution hereof or any act or omission taken or maintained or the exercise of any rights arising hereunder; (b) any breach, violation or non-performance of any covenant or agreement herein on the part of the Licensee to be fulfilled, observed or performed; or (c) any damage to property and any injury to any person(s), including death, occasioned by any act or omission of any person or the Licensee, its servants, agents, employees, contractors, invitees or any others for whom the Licensee is responsible at law, or occurring in or on all or any part of the TFA Land and arising from or occasioned by any cause whatsoever. The indemnification contained in this section and section 3 above will survive the expiry or any termination hereof, notwithstanding anything herein.

14. Neither TFA nor the Province will be liable or responsible in any way for any loss, damage, death or injury of any nature whatsoever that may be suffered or sustained by any person or property resulting from any act or omission of TFA, the Province, or any of their respective servants, agents, employees, directors, officers or independent contractors.

15. At any time TFA believes, in its sole discretion, that the Licensee's use or occupation of the TFA Land represents a potential or actual hazard, then TFA may, without any liability whatsoever, on at least three (3) business days notice (except in the case of any emergency, as determined by TFA, in which case no notice is required), suspend the rights granted to the Licensee hereunder (including but not limited to access of the Licensee to the TFA Land) for any reasonable period of time determined by TFA, without abatement of any costs, expenses or other monies payable by the Licensee hereunder.

16. If the Licensee does not observe or perform any of its obligations, covenants or agreement set out herein, or it becomes insolvent or bankrupt, then and in every such case, TFA will have the immediate right and option to do the following, all without further notice to the Licensee or resort to legal process and without TFA being liable to prosecution or becoming liable for any loss or damage, any statute or law to the contrary notwithstanding, without prejudice to, and under reserve of, all other rights, remedies and recourses of TFA hereunder, at law, in equity or otherwise: (a) make any repairs, in which case the Licensee will repay TFA on demand for all costs and expenses in connection therewith or incidental thereto; or (b) suspend the rights granted to the Licensee hereunder for a stated period(s) of time and to terminate this Permit any time thereafter; or (c) terminate this License.

17. The Licensee will not, during the Term or any extension thereof, vacate all or any part of the TFA Land for any period of five consecutive business days or more, failing which the provisions in clause 16 above will apply.

18. The Licensee acknowledges that the rights granted by this License are contractual rights only and do not create or grant to the Licensee any interest in land. Neither the Licensee, nor anyone on its behalf, will register this License or any notice or assignment hereof or any other document evidencing any interest herein against the whole or any part of the TFA Land.

19. The Licensee's use and enjoyment of the TFA Land will be at the Licensee's sole risk, cost and expense unless otherwise expressly provided herein.

20. At the expiry or any termination of the Term or this License for any reason, the Licensee will, at its sole cost and expense and without notice from or cost or damage to TFA, forthwith vacate the TFA Land, deliver up possession of the TFA Land to TFA in the condition that the TFA Land is in at the commencement of the Term, remove from the TFA Land, at TFA's request, any improvements or fixtures placed in or on the TFA Land by or at the request of the Licensee, and pay all monies payable or owing by the Licensee hereunder.

21. The Licensee will not assign this License (whether by mortgage, transfer, sale of its shares if the Licensee is a corporation, or otherwise) or otherwise part or permit any parting with possession of all or any part of the TFA Land or grant or permit the granting of any concession, licence or other right to all or any part of the TFA Land.

22. This License and all documents entered into or granted hereunder set out all the covenants, agreements and understandings between TFA and the Licensee concerning the TFA Land and the Licensee's rights with respect thereto and may only be amended by written agreement duly executed by TFA and the Licensee.

23. The covenants, agreements and obligations of the Licensee hereunder are absolute and unconditional and will in no way be affected by reason of any subsequent act or omission by TFA and will all survive the expiry or any termination hereof.

24. This License will be binding on the heirs, executors, administrators, successors and permitted assigns of the Licensee and enure to the benefit of the successors and assigns of TFA.



25. If any part of this License is determined by a court of competent jurisdiction to be illegal or unenforceable, then such part will be considered separate and severable from this License and the remainder of this License will remain in full force and effect and will be binding on the parties as though such illegal or unenforceable part had never been included.

26. Notwithstanding anything herein, this License has no effect unless and until it has been executed and delivered by the Licensee to TFA, and TFA has approved it in writing and delivered a copy of such approval to the Licensee at the Licensee's address set out below.

27. Any notice or other instruments given hereunder to the Licensee will be delivered and addressed to the Licensee at its address shown below, the Licensee's registered office if the Licensee is a company, or at such other address as the Licensee designates in writing to TFA. Any such notice or instrument is exclusively deemed to have been given or made on the day on which it is delivered.

28. This agreement supersedes any previously signed agreement between the Terrace & District Chamber of Commerce and BC Transportation Authority and/or between the Terrace & District Chamber of Commerce and the BC Ministry of Transportation and Highways with respect to lots 1, 2, 3, 4, 5, 6, 7, 8, District Lot 360, Plan 3232, Range 5, Coast District and/or Parcel A, District Lot 360, Range 5, Coast District, Plan PRP42281.

Agreed to by the Licensee: Terrace & District Chamber of Commerce

Per: Sheila Love, PRESIDENT

Print Name Sheila Love

Address 4650 LAKEVIEW AVE, TERRACE, BC

Date: AUG 11, 2003

Approved for BC Transportation Financing Authority:

Tom Kearns, Regional Manager, Planning and Partnerships

Date: August 11, 2003

### **Schedule of Insurance Requirements and Special Clauses**

A. The Licensee shall submit a completed H-111 form – *Certificate of Insurance* (form attached), with this signed License. Indemnity and Liability Insurance must be noted as required in this License and as follows:

#### **Liability Insurance:**

The Licensee shall obtain and maintain during the Term (and any extension thereof), at the Licensee's own expense, liability insurance against third party claims arising from the special event activities to which this License applies with inclusive limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) for bodily injury, including death and property damage as follows.

#### **Each policy shall be endorsed as follows:**

*"It is understood and agreed that the BC Transportation Financing Authority with its employees, agents and servants (hereinafter referred to as the Additional Named Insured) is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with, or in any way related to permits and other agreements between the Insured and the Additional Named Insured".*

The MAXIMUM deductible that will be allowed for property damage is FIVE THOUSAND DOLLARS (\$5,000.00). No deductible is allowed for bodily injury, including death.

The Licensee shall ensure that all automobiles, owned, rented or leased and operated in connection with or pursuant to this License, are insured for automobile liability insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence.

Evidence that the insurance requirements have been met, by way of a duly completed certificate of insurance in the form required by TFA and which shall be provided to an authorized TFA representative prior to issuance of this License. For vehicles insured through the Insurance Corporation of British Columbia, an autoplan certificate or a copy of vehicle registration/insurance certificate, in a form and substance acceptable to TFA, shall be provided to TFA as evidence of automobile liability insurance.

B. If any legal survey posts are removed, moved or damaged by the Licensee or by any person for whom it is responsible at law, they must be replaced by a registered BC Land Surveyor at the sole expense of the Licensee.

C. The Licensee is to ensure that no damage is done to any existing underground or overhead services or utilities and must contact all applicable electrical, telephone and natural gas utility authorities and any private landowner having works which may be affected by the Licensee's use of the TFA Land, to verify the location of such services or utilities that may be so affected prior to the Licensee opening up or using any portion of the TFA Land.

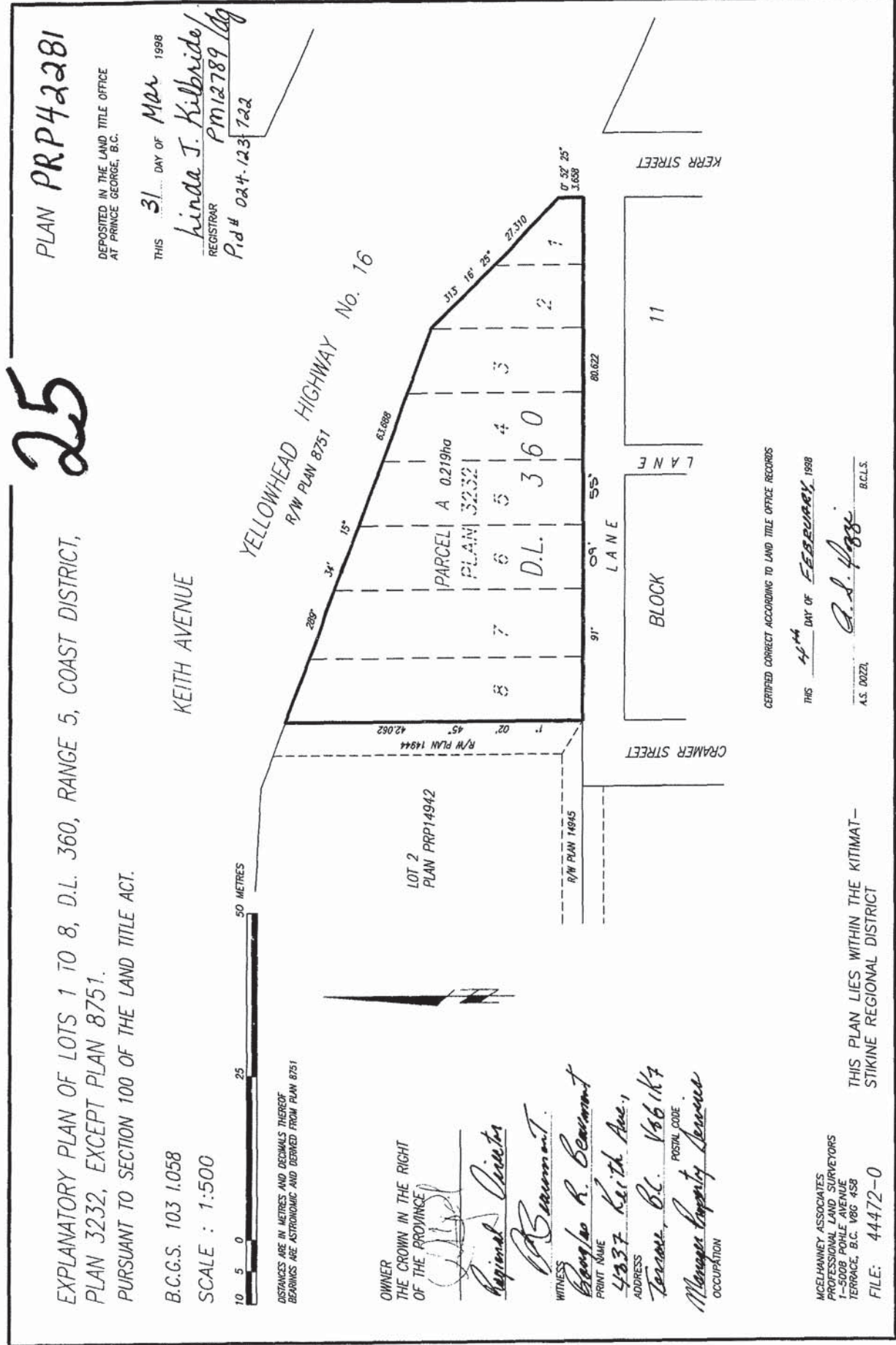
D. Where any use of the TFA Land by the Licensee comes in contact with any bridge, culvert, ditch or other existing work in any of the TFA Land or adjacent lands, such existing work must be properly maintained and supported in such manner as not to interfere with its proper function during the use of the TFA Land by the Licensee; and upon the Licensee ceasing to occupy the TFA Land or the expiry or any termination of the Term or this License, such existing work interfered with shall be completely restored to its original good condition prior to the Licensee's use of the TFA Land hereunder, all at the Licensee's sole cost and expense.

E. The Licensee acknowledges and agrees that TFA appoints the (Ministry of Transportation Regional Manager Planning and Partnerships) Tom Kearns as manager of the TFA Land for the purposes of this License, and such manager (or any replacement appointed by TFA from time to time) will be the person whom the Licensee will deal with in regards to this License.

### **Legal Plan**

(See attached)







The following parcel(s) is/are titled in name of the British Columbia Transportation Financing Authority (BCTFA).  
A review is required to advise BCTFA of any limiting conditions that may affect the disposal of the parcel.

Reg: **03** Highway Dist.: Skeena- Q.C. District File: Properties File

Project Name: 4511 Keith Avenue Terrace

PID: 024-123-722 Civic Address: 4511 Keith Avenue, Terrace BC

Legal Description:  
Parcel A, District Lot 360, Range 5, Coast District, Plan PR42281

Plan/reference map attached  
(see ortho photo)

Yes ☐

No ☒

**DISTRICT ASSESSMENT****Comments**

Legal Access?

Yes ☒

No ☐

Alternate Access Available?

Yes ☒

No ☐

Physical Access?

Yes ☒

No ☐

Property Occupied?

Yes ☒

No ☐

Any known contaminants?

Yes ☐

No ☒

Any utilities on property?

Yes ☐

No ☒

Is lot consolidation req'd?

Yes ☐

No ☒

Improvements on property?

Yes ☒

No ☐

(if yes) Description

Building & Paved Lot

Surplus to Ministry Requirements (including surplus for gravel)? (If No, provide reasons)

Yes ☒

No ☐

If not Surplus, is it Available for Leasing? (If Yes, suggest Terms and Conditions of lease)

Yes ☐

No ☐

Are you aware of any First Nations interest in this property?

Yes ☐

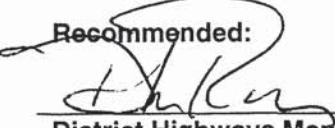
No ☒

Comments: (Outstanding Issues)

Currently the building is used as a Chamber of Commerce Tourism Information Centre. The City of terrace and Chamber of Commerce would both need to be consulted before the property surplus for the purpose of sale.

Access is an issue that will need to be considered as part of any sale of this property.

Recommended:

  
District Highways Manager

2003 06 17.  
Date (yyyy/mm/dd)



## PROPERTY ASSESSMENT

Are you aware of any First Nations interest in this property?

Yes ☐

No ☒

Comments: (regarding status of title)(Interested parties – see attached correspondence)

See attached: Copy of Title  
Ortho Photo

Recommended:

  
Manager, Property Services

2003/06/17  
Date (yyyy/mm/dd)

## PROJECT ASSESSMENT (Only applicable to active projects) (Not Applicable)

Surplus to Project Requirements?( If No, provide reasons )

Are you aware of any First Nations interest in this property?

Yes ☐

No ☐

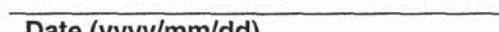
Yes ☐

No ☐

Comments:

Recommended:

  
Project Manager

  
Date (yyyy/mm/dd)

## PLANNING ASSESSMENT

Former Use: Part of Highway R/W

Current Use: Chamber of Commerce Tourism Info  
Centre and Office

Suggested Use: Not expected to be required for future highway use

Surplus to Ministry Requirements?( If No, provide reasons )

If not Surplus, is it Available for Leasing? (If Yes, suggest Terms and Conditions of lease)

Are you aware of any First Nations interest in this property?

Yes ☒

No ☐

Yes ☐

No ☐

Yes ☐

No ☒

Comments: (Outstanding Issues)

Consultations will need to occur with the Chamber of Commerce and City of Terrace prior to disposal.

Also, access management will need to be considered prior to disposal of property

Approved for Disposal:

Yes ☐

No ☒

  
Regional Manager, Planning

2003/06/17  
Date (yyyy/mm/dd)







**PID: 024-123-722**



## SURPLUS PROPERTY DECLARATION: Phase I

### GENERAL INFORMATION

Legal Description:

Project Name:

PID:

OIC: #1

Civic Address:

Region:

South Coast

TFA File:

District: Lower Mainland

Properties file:

Dist. File:

Plan/Reference Map Attached: ☐ Yes ☐ No

### PROPERTY SERVICES: RESEARCH

Date request received:

Date completed:

Title Search, attached: ☐ YES ☐ NO

Misc. Notes, attached: ☐ YES ☐ NO

E & F Clauses on title: ☐ YES ☐ NO

BCAA Notice, attached: ☐ YES ☐ NO

Highway Plan Cut, attached: ☐ YES ☐ NO

Check of Ownership:

Transferred by Ministerial Order? ☐ YES ☐ NO

Relevant information from GATOR:

Tenure: Fee Simple

Misc. Notes:

Interested Parties:

Other comments, if any:

Completed by:

*Environmental Clauses*





## SURPLUS PROPERTY DECLARATION: Phase I

### GENERAL INFORMATION

PID:

TFA File:

Properties File:

Plan/Reference Map Attached: ☐ Yes ☐ No

### DISTRICT HIGHWAY: ASSESSMENT

Date request received from Properties:

Date completed:

Legal Access? ☒ Yes ☐ No

Any known contaminants? ☐ Yes ☒ No

Alternate Access? ☒ Yes ☐ No

Any utilities on property? ☐ Yes ☒ No

Physical Access? ☐ Yes ☐ No

Is lot consolidation required? ☐ Yes ☒ No

Property Occupied? ☒ Yes ☐ No

Improvements on property? ☒ Yes ☐ No

Surplus to Ministry requirements? ☒ Yes ☐ No

If no, reason:

- Buildings  
- Paved lot

If not surplus, is it available for leasing? ☐ Yes ☐ No

If yes, suggested terms and conditions:

Surplus to gravel requirement? ☒ Yes ☐ No

Comments:

Are you aware of any First Nations interests on this property? ☐ Yes ☒ No

Comments:

Other outstanding issues or comments: Building is a tourism info centre.

Recommendation: Consultations with City & Chamber required before property is placed on the market.

Completed by:

District Highways Manager



## SURPLUS PROPERTY DECLARATION: Phase I

### GENERAL INFORMATION

PID:

TFA File:

Properties File:

Plan/Reference Map Attached: ☐ Yes ☐ No

### REGIONAL PLANNING: RECOMMENDATION TO LAND MANAGEMENT

Date final notification sent to Land Management:

Surplus to Ministry requirements? ☐ Yes ☐ No

If No, provide reasons:

If not surplus, is it available for leasing? ☐ Yes ☐ No

If yes, suggest terms and conditions:

Are you aware of any First Nations interests on this property? ☐ Yes ☐ No

Comments:

Other outstanding issues:

Completed by:

Tom Kearns  
Regional Manager, Planning and Partnerships





## SURPLUS PROPERTY DECLARATION: Phase I

### GENERAL INFORMATION

PID:

TFA File:

Properties File:

Plan/Reference Map Attached: ☐ Yes ☐ No

### HIGHWAY PROJECT: ASSESSMENT

Date request received from Regional Planning:

Date Response sent back:

Surplus to project requirements? ☐ Yes ☐ No

Comments:

Are you aware of any First Nations interests on this property? ☐ Yes ☐ No

Comments:

Other outstanding issues:

Recommendation:

Completed by

Project Manager



## SURPLUS PROPERTY DECLARATION: Phase I

### GENERAL INFORMATION

PID:

TFA File:

Properties File:

Plan/Reference Map Attached: ☐ Yes ☐ No

### GEOTECHNICAL & MATERIALS ENGINEERING: ASSESSMENT

Date request received from Regional Planning:

Date Response sent back:

Surplus to project requirements? ☐ Yes ☐ No

Comments:

Are you aware of any First Nations interests on this property? ☐ Yes ☐ No

Comments:

Other outstanding issues:

Recommendation:

Completed by:

Gravel Project Manager



**March 14, 2006**

**FILE SENT TO GREG WOOLLACOTT**

**LIS#0458**

Lease of Tourist Information site for 15 years for \$1 per year, already paid. Expires July 31, 2010.



The following parcel(s) is/are titled in name of the British Columbia Transportation Financing Authority (BCTFA). A review is required to advise BCTFA of any limiting conditions that may affect the disposal of the parcel.

Reg: 03 Highway Dist.: Skeena- Q.C.

District File:

Properties File

Project Name: 4511 Keith Avenue Terrace

PID: 024-123-722 Civic Address: 4511 Keith Avenue, Terrace BC

Legal Description:

Parcel A, District Lot 360, Range 5, Coast District, Plan PR42281

Plan/reference map attached  
(see ortho photo)

Yes ☐

No ☒

**DISTRICT ASSESSMENT**

**Comments**

Legal Access?

Yes ☒

No ☐

Alternate Access Available?

Yes ☒

No ☐

Physical Access?

Yes ☒

No ☐

Property Occupied?

Yes ☒

No ☐

Any known contaminants?

Yes ☐

No ☒

Any utilities on property?

Yes ☐

No ☒

Is lot consolidation req'd?

Yes ☐

No ☒

Improvements on property?

Yes ☒

No ☐

(if yes) Description

Building & Paved Lot

Surplus to Ministry Requirements (including surplus for gravel)? (If No, provide reasons)

Yes ☒

No ☐

If not Surplus, is it Available for Leasing? (If Yes, suggest Terms and Conditions of lease)

Yes ☐

No ☐

Are you aware of any First Nations interest in this property?

Yes ☐

No ☒

Comments: (Outstanding Issues)

Currently the building is used as a Chamber of Commerce Tourism Information Centre. The City of terrace and Chamber of Commerce would both need to be consulted before the property surplus for the purpose of sale.

Access is an issue that will need to be considered as part of any sale of this property.

Recommended:

District Highways Manager

2003 06 17.

Date (yyyy/mm/dd)



## PROPERTY ASSESSMENT

Are you aware of any First Nations interest in this property?

Yes ☐

No ☒

Comments: (regarding status of title)(Interested parties – see attached correspondence)

See attached: Copy of Title

Ortho Photo

Recommended:

  
Manager, Property Services

2003/06/17  
Date (yyyy/mm/dd)

## PROJECT ASSESSMENT (Only applicable to active projects) (Not Applicable)

Surplus to Project Requirements? (If No, provide reasons)

Are you aware of any First Nations interest in this property?

Yes ☐

No ☐

Yes ☐

No ☐

Comments:

Recommended:

Project Manager

Date (yyyy/mm/dd)

## PLANNING ASSESSMENT

Former Use: Part of Highway R/W

Current Use: Chamber of Commerce Tourism Info  
Centre and Office

Suggested Use: Not expected to be required for future highway use

Surplus to Ministry Requirements? (If No, provide reasons)

If not Surplus, is it Available for Leasing? (If Yes, suggest Terms and Conditions of lease)

Are you aware of any First Nations interest in this property?

Yes ☒

No ☐

Yes ☐

No ☐

Yes ☐

No ☒

Comments: (Outstanding Issues)

Consultations will need to occur with the Chamber of Commerce and City of Terrace prior to disposal.

Also, access management will need to be considered prior to disposal of property

Approved for Disposal:

Yes ☐

No ☒

  
Regional Manager, Planning

2003/06/17  
Date (yyyy/mm/dd)

MINISTRY OF TRANSPORTATION & HIGHWAYS

PROJECT: Tourist Information Site FILE: 20385 and 20374  
AGENT: Drew Reidy.

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LEASE OF TOURIST INFORMATION SITE

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This indenture made the 30th day of June, 1995, in pursuance of s.57 of the Ministry of Transportation and Highways Act and the Land Transfer Form Act, Part 2, between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Transportation and Highways (the "Lessor") and

Terrace & District Chamber of Commerce  
P.O. Box 107  
Terrace, B.C.  
V8G 4A2

(the "Lessee")

Whereas the Lessor is the owner of the land described below and has agreed to lease the land to the Lessee: Now therefore in consideration of the rents, covenants, conditions and agreements hereinafter respectively reserved and contained, the Lessor does demise and lease unto the Lessee, all and singular those certain lands, premises and buildings situate in the Province of British Columbia and known and described as:

Parcel Identifier No: 012-318-281, 012-318-370, 012-318-418, 012-318-442, 012-318-451, 012-312-240, 012-565-326, 012-318-582 and 012-318-671

Legal Description: Lots 1 to 8 inclusive, District Lot 360, Range 5, Coast District, Plan 3232, except Plan 8751

(the "Premises")

**TERM**

To hold the Premises for the term of 15 (fifteen) years (the "Term") commencing on the 1st day of August, 1995, and expiring on the 31st day of July 2010;

**RENT**

Yielding and paying therefore for the Term the rent as prescribed in the Fee Schedule attached;

**NOTICE**

Except as otherwise provided in this Lease, any notices herein provided or permitted to be given to the Lessor or the Lessee shall be given or made by delivery or by mailing the same by registered, first-class mail, postage prepaid, addressed to such party at the address as set forth above or such other addresses as may from time to time be designated by notice given in the manner herein provided. Each such notice shall be deemed to have been received, if delivered, on the day of delivery or, if mailed, on the third business day next following the day on which it was mailed. Provided that, should there be at the time of mailing or occur between the time of mailing and the time of deemed receipt, a postal strike, slow down or other labour dispute which might adversely affect delivery of registered mail, then notice shall only be effective if it is actually delivered;

## THE LESSEE COVENANTS WITH THE LESSOR:

To pay rent;

The Lessee shall be responsible for the payment of utilities or real property taxes that may be imposed by any entity having jurisdiction thereover;

And to comply promptly at the Lessee's own expense with all laws, ordinances, regulations, requirements and recommendations of any and all Federal, Provincial, Civic, Municipal and other authorities, or Association of Fire Insurance Underwriters or Agents and all notices in pursuance of same whether served upon the Lessor or the Lessee;

And to indemnify and save harmless the Lessor from and against all and any manner of actions or causes of action, damages, loss, costs or expenses which the Lessee may sustain, incur or be put to by defect, deficiency, disrepair, depreciation, damage, or change in or to the Premises, of any injury or damage to any person or to any goods and chattels contained in, upon or about the Premises, however caused;

And to indemnify and save harmless the Lessor from all claims for loss, injury, or damage which may arise in any way in or about the Premises;

And to repair, save and except reasonable wear and tear, and damage caused by fire, lightning, tempest, and earthquake;

That the Lessee will not erect signs without leave;

That access to the premises is restricted to ingress and egress from Cramer Street and right turn egress on Kerr Street;

That the Lessee will not make any alterations with respect to the Premises without the prior written consent of the Lessor; always provided that such alterations shall become the property of the Lessor and shall become part of the Premises;

That the Lessor may enter and view the state of repair, and that the Lessee will repair according to notice, save and except reasonable wear and tear and damage by fire, lightning, tempest, and earthquake;

That the Lessee will not use the Premises nor allow the Premises to be used for any other purpose than that for which the Premises are hereby leased, namely for tourist promotion and public rest area use;

And will not assign;

And will not sublet;

And to vacate, quit, and deliver up the Premises upon 6 (six) months notice in writing from the Lessor. Notice to vacate by the Lessor shall be deemed to have been properly given if forwarded by registered mail at least six months in advance to Terrace & District Chamber of Commerce, P.O. Box 107, Terrace, B.C., V8G 4A2;



And to leave the Premises in good repair, save, and except reasonable wear and tear and damage by fire, lightning, tempest, and earthquake;

And to leave the premises in a vacant, clean, safe and tidy condition upon the expiry of this lease or earlier termination;

**(Insurance - Third-Party Liability)**

And to arrange, and keep in force, Comprehensive General liability insurance with inclusive limits of not less than one million dollars (\$1,000,000.00), which must contain a cross liability clause. The policy shall be issued jointly in the names of the Lessee and Her Majesty the Queen in Right of the Province of British Columbia and Her employees, servants, and agents;

And to include the following clause in the above insurance policies:

**WAIVER OF SUBROGATION**

It is understood and agreed that in the event of a loss and upon payment of any claim hereunder the insurer will waive its right of subrogation against Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Highways, together with the Minister's employees, agents and servants.

**AND THE PARTIES HERETO FURTHER COVENANT AND AGREE AS FOLLOWS:**

All insurance premiums are payable by the Lessee;

A copy of the Certificate of Insurance (H111) shall be forwarded to

Property Manager/Land Survey Coordinator  
4825 Keith Avenue  
Terrace, B.C.,  
V8G 1K7

for approval and retention;

All policies shall provide for 30 days' prior written notice of cancellation or material change to The Ministry of Transportation and Highways;

The Lessor covenants with the Lessee to repair damage to the Premises arising from such perils as are covered by insurance and not exceeding the amount of insurance collected by the Lessor in respect of such damage;

This Lease shall transfer no interest in or to any timber located on the Premises and the Lessor reserves the right to dispose of the same;

The terms of this Lease are subject to 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;

Proviso for re-entry by the Lessor on non-payment of rent, or non-performance of covenants;

The Lessor covenants with the Lessee for quiet enjoyment;

Any notice or demand affecting the Lessor shall be delivered to the Lessor at the following address:

Property Manager/Land Survey Coordinator  
4825 Keith Avenue  
Terrace, B.C.,  
V8G 1K7;

In case the Premises or any part thereof shall at any time during the Term be burned down or damaged by fire, lightning, tempest, or earthquake so as to render the same unfit for the purpose of the Lessee, the rent hereby reserved or a proportionate part thereof according to the nature and extent of the damage sustained, shall be suspended and abated until the Premises shall have been rebuilt or made fit for the purpose of the Lessee, or at the option of the Lessor the Term shall be in such case forthwith come to an end, and the Lessee shall cease to be held liable for payment of rent except such rent as shall have already accrued due, and shall be entitled to be repaid any rent paid in advance for the balance of the period so paid in advance;

The whole contract and agreement between the parties hereto is set forth herein, that the Lessee has leased the Premises after examining the same, that no representations, warranties or conditions have been made other than those expressed or implied herein, and that no agreement collateral hereto shall be binding upon the Lessor unless it be made in writing and signed by the Lessor;

No waiver of nor neglect to enforce the right of forfeiture of this lease or the right of re-entry upon breach of any covenant, condition or agreement herein contained shall be deemed a waiver of such rights upon any subsequent breach of the same or any covenant, condition or agreement herein contained;

If the Lessee shall hold over and the Lessor shall accept rent after the expiration of the term, the new tenancy thereby created shall be a tenancy from month to month end not a tenancy from year to year and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month;

In this Lease any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural, and masculine includes feminine;

This Lease will be governed by and construed in accordance with the laws of the Province of British Columbia;

All schedules referred to in this Lease form an integral part of this Lease.



In .ness whereof, the parties hereto have cased this Lease to be executed, as of the \_\_\_\_  
of Nov 19 95.

SIGNED, SEALED AND DELIVERED by the  
Lessee in the presence of

Bobbie Phillips  
Witness

X B K Kerr  
Lessee

3250 Eby St.  
Address

Manager.  
Occupation

The Corporate Seal of the Lessee was  
hereunto affixed in the presence of

Jerry Poppato

X [Signature]  
Lessee

SIGNED, SEALED AND DELIVERED by the  
Lessor in the presence of

Marilyn Marshall

[Signature]  
for. Minister of Transportation and Highways



FEE SCHEDULE

The rental for the term shall be \$15.00 (\$1.00 per annum) payable as follows:

\$15.00

Payable upon execution of the lease  
agreement by both parties

All property taxes must be paid in full on the due date.

Payment to be made payable to the Minister of Finance and Corporate Relations and  
forwarded to:

Ministry of Transportation and Highways  
North West Regional Office  
400 - 4546 Park Avenue  
Terrace, B.C.  
V8G 1V4

Attention: Marielle Laplante  
Finance Department

**BC TRANSPORTATION  
FINANCING AUTHORITY**

License No.  
File No.  
Letter No.

**LICENSE TO OCCUPY TFA LANDS**

THIS AGREEMENT dated for reference August 1, 2003, is made

BETWEEN

**BC TRANSPORTATION FINANCING AUTHORITY**, of  
300 - 940 Blanshard Street, Victoria, British Columbia, V8W 9R1  
Facsimile: (250) 356-6970

(the "TFA")

AND

Terrace & District Chamber of Commerce of  
4511 Keith Avenue  
Terrace, BC V8G 1K1

(the "Licensee")

WHEREAS The TFA is the registered owner of the lands and premises (including all improvements, if any, thereon) situate at 4511 Keith Avenue, Terrace BC, in the Province of British Columbia more particularly described as:

Parcel Identifier: 024-123-722  
Parcel A, District Lot 360, Range 5, Coast District  
Plan PRP42281

(the "TFA Land")

and TFA has agreed to grant the Licensee certain rights to occupy the TFA Land on the terms and conditions of this License.

In consideration of the covenants and agreements of the Licensee contained herein and other good and valuable consideration, TFA grants to the Licensee the contractual right to use and occupy the TFA Land for a term of seven years ("Term") commencing August 1, 2003 and expiring on July 31, 2010 ("Expiry Date") and in consideration of the sum of \$1.00 per year ("Fee") now paid by the Licensee to TFA (the receipt and sufficiency which is acknowledged), of the rights granted by TFA to the Licensee herein and other good and valuable consideration, the Licensee covenants and agrees with TFA to only use and occupy the TFA Land in accordance with the following terms and conditions:

1. The Licensee shall use the TFA Land for the Term, or any extension hereunder, only for the purposes of: establishing a tourism information centre and the offices of the Terrace & District Chamber of Commerce and for no other purpose unless agreed to in writing by TFA (in TFA's sole discretion), subject always to the terms and conditions contained herein.

2. The Term will be automatically renewed for consecutive one month terms from the Expiry Date. Either TFA or the Licensee may terminate this License and the Term (or any extension thereof) by giving the other three (3) months prior written notice of termination at any time before, on or after the Expiry Date, in which case the Term will expire effective at 5:00 p.m. on the date which is three (3) months after such notice.

3. The Licensee shall be responsible for (and shall pay to TFA immediately on request without any set off, compensation or deduction whatsoever) all costs and expenses directly or indirectly relating to this License, the use of the TFA Land by the Licensee and any other matter contemplated herein, including but not limited to: (a) all taxes

on the TFA Land and on all machinery, equipment and fixtures placed on the Lands or used by the Licensee in its business to the appropriate municipal, regional, provincial or federal taxing authority; (b) all sales, goods and services and other taxes imposed on TFA from time to time with respect to any matter under this License, including all applicable goods and services taxes on the Fee; and (c) costs and expenses incurred by TFA for legal (on a solicitor and own client basis), engineering and other professional services, security, and those relating to any default of the Licensee hereunder; and the Licensee does indemnify and save harmless TFA and TFA's Representative with respect to the same. The Licensee will, immediately on its execution of this License, pay to TFA a deposit in the sum of \$nil ("Deposit") and TFA will retain the Deposit, without interest to the Licensee, as a security deposit to be returned to the Licensee on the termination or expiry of this License if the Licensee duly performs all its obligations contained in this License, or if the Licensee should default in the performance of any of its obligations hereunder, it shall be lawful for TFA, in its sole discretion, to retain the Deposit at any time thereafter as liquidated damages and shall not preclude any further claim or limit the rights and remedies of TFA against the Licensee arising in connection with this License.

4. The Licensee will not construct or cause to be constructed, placed or installed any new building, improvement or structure (including but not limited to asphalt or concrete paving) on all or any part of the TFA Land at any time. The Licensee further agrees that it will not begin any alteration or work to any of the TFA Land until plans and specifications have been provided to TFA and approved by TFA in writing, in TFA's sole discretion, and the Licensee has obtained all required municipal or governmental approvals and permits, all at the Licensee's sole cost and expense. TFA will not be required to review or approve any such plans and specifications if TFA determines, in its sole discretion, that the alteration or work described therein are of a permanent nature or which may in any way lead to a contravention of clause 10 below or any other provision herein.

5. The Licensee will comply with all laws, bylaws, rules and regulations of every municipal, governmental or other authority which affect its use and occupation of the TFA Land, including but not limited to all requirements of the Worker's Compensation Act.

6. The Licensee will repair, maintain and keep the TFA Land in as good order and condition as they are at the commencement of the Term.

7. Where any use or occupation of the TFA Land by the Licensee abuts or in any way impacts any adjacent or nearby Ministry of Transportation ("Ministry") road right of way, the Licensee must obtain, at its sole cost and expense, all permits which may be required from the Ministry from the Ministry's applicable District Highways office prior to using or occupying any of the TFA Land.

8. When determined to be necessary by TFA in TFA's sole discretion, all excavations, materials or other obstructions located on any of the TFA Land are to be efficiently secured, lit and watched in accordance with the requirements determined by TFA from time to time, and every possible precaution is to be taken by the Licensee to ensure the safety of the public at all times.

9. The Licensee will not store or permit to be stored on or in the TFA Land anything that is of a dangerous, hazardous, inflammable or explosive nature or anything that would have the effect of increasing insurance costs or leading to the cancellation of any insurance with respect to the TFA Land.

10. The Licensee will not do or permit anything to be done which damages any of the TFA Land, any improvement thereon, the subsurface thereof or the subsoil structure thereof, or which would prevent or impede TFA or its successors in title from developing the TFA Land in the future for any type of development.

11. The Licensee will place and maintain, at its sole cost and expense, in good standing for the Term (or any extension thereof), insurance in such amounts, in such form of policy, contain such terms, with such insurance company and against such risks all as may be acceptable to TFA from time to time, including but not in any way limited to the insurance requirements described in the Schedule attached hereto and which forms an integral part hereof. The Licensee will, on request from TFA, provide TFA with evidence that such insurance is, at all times during the Term (or any extension thereof), enforceable and in effect.

12. The Director, Land Management of TFA, or any person appointed by such Director, Land Management shall have free access to all parts of the TFA Land from time to time and at all times to enter and examine the state of repair and order of the TFA Land and to determine the Licensee's compliance with the provisions hereof, and TFA may give notice to the Licensee requiring that the Licensee perform such maintenance, repairs or replacements as may be found necessary from such examination.

13. The Licensee shall at all times defend, indemnify and save harmless TFA, Her Majesty the Queen in Right of the Province of British Columbia ("Province") and any of their respective servants, agents, employees, directors or



officers against any and all loss, liabilities, claims, costs or expenses whatsoever resulting from or in connection with any of the following: (a) execution hereof or any act or omission taken or maintained or the exercise of any rights arising hereunder; (b) any breach, violation or non-performance of any covenant or agreement herein on the part of the Licensee to be fulfilled, observed or performed; or (c) any damage to property and any injury to any person(s), including death, occasioned by any act or omission of any person or the Licensee, its servants, agents, employees, contractors, invitees or any others for whom the Licensee is responsible at law, or occurring in or on all or any part of the TFA Land and arising from or occasioned by any cause whatsoever. The indemnification contained in this section and section 3 above will survive the expiry or any termination hereof, notwithstanding anything herein.

14. Neither TFA nor the Province will be liable or responsible in any way for any loss, damage, death or injury of any nature whatsoever that may be suffered or sustained by any person or property resulting from any act or omission of TFA, the Province, or any of their respective servants, agents, employees, directors, officers or independent contractors.

15. At any time TFA believes, in its sole discretion, that the Licensee's use or occupation of the TFA Land represents a potential or actual hazard, then TFA may, without any liability whatsoever, on at least three (3) business days notice (except in the case of any emergency, as determined by TFA, in which case no notice is required), suspend the rights granted to the Licensee hereunder (including but not limited to access of the Licensee to the TFA Land) for any reasonable period of time determined by TFA, without abatement of any costs, expenses or other monies payable by the Licensee hereunder.

16. If the Licensee does not observe or perform any of its obligations, covenants or agreement set out herein, or it becomes insolvent or bankrupt, then and in every such case, TFA will have the immediate right and option to do the following, all without further notice to the Licensee or resort to legal process and without TFA being liable to prosecution or becoming liable for any loss or damage, any statute or law to the contrary notwithstanding, without prejudice to, and under reserve of, all other rights, remedies and recourses of TFA hereunder, at law, in equity or otherwise: (a) make any repairs, in which case the Licensee will repay TFA on demand for all costs and expenses in connection therewith or incidental thereto; or (b) suspend the rights granted to the Licensee hereunder for a stated period(s) of time and to terminate this Permit any time thereafter; or (c) terminate this License.

17. The Licensee will not, during the Term or any extension thereof, vacate all or any part of the TFA Land for any period of five consecutive business days or more, failing which the provisions in clause 16 above will apply.

18. The Licensee acknowledges that the rights granted by this License are contractual rights only and do not create or grant to the Licensee any interest in land. Neither the Licensee, nor anyone on its behalf, will register this License or any notice or assignment hereof or any other document evidencing any interest herein against the whole or any part of the TFA Land.

19. The Licensee's use and enjoyment of the TFA Land will be at the Licensee's sole risk, cost and expense unless otherwise expressly provided herein.

20. At the expiry or any termination of the Term or this License for any reason, the Licensee will, at its sole cost and expense and without notice from or cost or damage to TFA, forthwith vacate the TFA Land, deliver up possession of the TFA Land to TFA in the condition that the TFA Land is in at the commencement of the Term, remove from the TFA Land, at TFA's request, any improvements or fixtures placed in or on the TFA Land by or at the request of the Licensee, and pay all monies payable or owing by the Licensee hereunder.

21. The Licensee will not assign this License (whether by mortgage, transfer, sale of its shares if the Licensee is a corporation, or otherwise) or otherwise part or permit any parting with possession of all or any part of the TFA Land or grant or permit the granting of any concession, licence or other right to all or any part of the TFA Land.

22. This License and all documents entered into or granted hereunder set out all the covenants, agreements and understandings between TFA and the Licensee concerning the TFA Land and the Licensee's rights with respect thereto and may only be amended by written agreement duly executed by TFA and the Licensee.

23. The covenants, agreements and obligations of the Licensee hereunder are absolute and unconditional and will in no way be affected by reason of any subsequent act or omission by TFA and will all survive the expiry or any termination hereof.

24. This License will be binding on the heirs, executors, administrators, successors and permitted assigns of the Licensee and enure to the benefit of the successors and assigns of TFA.

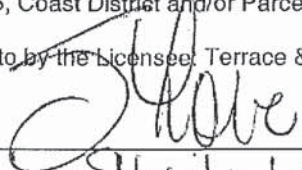
25. If any part of this License is determined by a court of competent jurisdiction to be illegal or unenforceable, then such part will be considered separate and severable from this License and the remainder of this License will remain in full force and effect and will be binding on the parties as though such illegal or unenforceable part had never been included.

26. Notwithstanding anything herein, this License has no effect unless and until it has been executed and delivered by the Licensee to TFA, and TFA has approved it in writing and delivered a copy of such approval to the Licensee at the Licensee's address set out below.

27. Any notice or other instruments given hereunder to the Licensee will be delivered and addressed to the Licensee at its address shown below, the Licensee's registered office if the Licensee is a company, or at such other address as the Licensee designates in writing to TFA. Any such notice or instrument is exclusively deemed to have been given or made on the day on which it is delivered.

28. This agreement supersedes any previously signed agreement between the Terrace & District Chamber of Commerce and BC Transportation Authority and/or between the Terrace & District Chamber of Commerce and the BC Ministry of Transportation and Highways with respect to lots 1, 2, 3, 4, 5, 6, 7, 8, District Lot 360, Plan 3232, Range 5, Coast District and/or Parcel A, District Lot 360, Range 5, Coast District, Plan PRP42281.

Agreed to by the Licensee, Terrace & District Chamber of Commerce

Per:  PRESIDENT

Print Name Sheila Love

Address 4650 LAKEVIEW AVE, TERRACE, BC

Date: AUG 11, 2003

Approved for BC Transportation Financing Authority:

  
Tom Kearns, Regional Manager, Planning and Partnerships

Date: August 11, 2003

### Schedule of Insurance Requirements and Special Clauses

A. The Licensee shall submit a completed H-111 form – *Certificate of Insurance* (form attached), with this signed License. Indemnity and Liability Insurance must be noted as required in this License and as follows:

#### Liability Insurance:

The Licensee shall obtain and maintain during the Term (and any extension thereof), at the Licensee's own expense, liability insurance against third party claims arising from the special event activities to which this License applies with inclusive limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) for bodily injury, including death and property damage as follows.

#### Each policy shall be endorsed as follows:

"It is understood and agreed that the BC Transportation Financing Authority with its employees, agents and servants (hereinafter referred to as the Additional Named Insured) is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with, or in any way related to permits and other agreements between the Insured and the Additional Named Insured".

The MAXIMUM deductible that will be allowed for property damage is FIVE THOUSAND DOLLARS (\$5,000.00). No deductible is allowed for bodily injury, including death.



The Licensee shall ensure that all automobiles, owned, rented or leased and operated in connection with or pursuant to this License, are insured for automobile liability insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence.

Evidence that the insurance requirements have been met, by way of a duly completed certificate of insurance in the form required by TFA and which shall be provided to an authorized TFA representative prior to issuance of this License. For vehicles insured through the Insurance Corporation of British Columbia, an autoplan certificate or a copy of vehicle registration/insurance certificate, in a form and substance acceptable to TFA, shall be provided to TFA as evidence of automobile liability insurance.

B. If any legal survey posts are removed, moved or damaged by the Licensee or by any person for whom it is responsible at law, they must be replaced by a registered BC Land Surveyor at the sole expense of the Licensee.

C. The Licensee is to ensure that no damage is done to any existing underground or overhead services or utilities and must contact all applicable electrical, telephone and natural gas utility authorities and any private landowner having works which may be affected by the Licensee's use of the TFA Land, to verify the location of such services or utilities that may be so affected prior to the Licensee opening up or using any portion of the TFA Land.

D. Where any use of the TFA Land by the Licensee comes in contact with any bridge, culvert, ditch or other existing work in any of the TFA Land or adjacent lands, such existing work must be properly maintained and supported in such manner as not to interfere with its proper function during the use of the TFA Land by the Licensee; and upon the Licensee ceasing to occupy the TFA Land or the expiry or any termination of the Term or this License, such existing work interfered with shall be completely restored to its original good condition prior to the Licensee's use of the TFA Land hereunder, all at the Licensee's sole cost and expense.

E. The Licensee acknowledges and agrees that TFA appoints the (Ministry of Transportation Regional Manager Planning and Partnerships) Tom Kearns as manager of the TFA Land for the purposes of this License, and such manager (or any replacement appointed by TFA from time to time) will be the person whom the Licensee will deal with in regards to this License.

### **Legal Plan**

(See attached)



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PLAN PRP42281

EXPLANATORY PLAN OF LOTS 1 TO 8, D.L. 360, RANGE 5, COAST DISTRICT,  
PLAN 3232, EXCEPT PLAN 8751.  
PURSUANT TO SECTION 100 OF THE LAND TITLE ACT.

B.C.G.S. 103 L058

SCALE : 1:500



DISTANCES ARE IN METRES AND DECIMALS THEREOF  
BEARINGS ARE ASTRONOMIC AND DERIVED FROM PLAN 8751

DEPOSITED IN THE LAND TITLE OFFICE  
AT PRINCE GEORGE, B.C.

THIS 31 DAY OF MAR 1998

hinda J. Kilbride/  
REGISTRAR PM12789 dg  
P.D.# 024-123122

KEITH AVENUE

YELLOWHEAD HIGHWAY No. 16  
R/W PLAN 8751

OWNER  
THE CROWN IN THE RIGHT  
OF THE PROVINCE

Regional Director  
Witness  
Raylene R. Beaumont  
PRINT NAME  
4437 Keith Ave.,  
ADDRESS  
Terrace, B.C. V86 1K7  
P.O. BOX 458  
Terrace, B.C. V8G 4S8  
Manager Property Services  
OCCUPATION

LOT 2  
PLAN PRP14942

PARCEL A 0.219ha  
PLAN 3232

D.L. 360

CRAMER STREET

LANE

LANE

11

KERR STREET

CERTIFIED CORRECT ACCORDING TO LAND TITLE OFFICE RECORDS

THIS 4th DAY OF FEBRUARY, 1998

A.S. 0022L  
A.S. 0022L  
S.C.L.S.

THIS PLAN LIES WITHIN THE KITIMAT -  
STIKINE REGIONAL DISTRICT

MOELHANNET ASSOCIATES  
PROFESSIONAL LAND SURVEYORS  
1-5008 FORLE AVENUE  
TERACE, B.C. V8G 4S8

FILE: 44472-0

FEB 4 1997

13/8/2003  
Attn: Linda Bell  
Copies as  
requested.  
Ding

# RENEWAL CERTIFICATE

**NSURANCE**  
MPANY OF CANADA

Head Office  
181 University Ave.  
Toronto, Ontario M5H 3M7

**OFFICE GUARDrite**

Policy No. **S21**

Branch No.  
**S21**

Agency/Broker No.  
**S21**

Name of Insured  
**TERRACE & DISTRICT CHAMBER OF  
COMMERCE**

Mailing Address  
**4511 KEITH AVENUE  
TERRACE, B.C.**

Postal Code **V8C1K1**

Location of Insured Property if different than above Mailing Address

Postal Code

Loss, if any, payable to

Absence of entry denotes loss payable to Insured

Business Conducted by Insured at the above Location

**TOURIST INFORMATION CENTRE**

Policy Period

From

Day  
**08**

Month  
**11**

Year  
**1998**

To

Day  
**01**

Month  
**01**

Year  
**1999**

12:01 a.m. standard time at the postal  
address of the named insured stated herein.

## Basic Coverages and Limits of Insurance

### Section A Contents

Blanket Contents

Accounts Receivable

Valuable Papers

**S21**

Deductible

Extra Expense

Additional Lease Expense

**S21**

### Section B Crime

Limit per Insuring Agreement

**S21**

### Section C Liability

Each Occurrence Limit

Personal Injury Limit

Advertising Injury Limit

Tenants Legal Liability Limit

- Broad Form

Any One Premises

Medical Expense Limit

Non-Owned Automobile

**S21**

Any One Person  
inclusive limit for bodily injury  
and property damage combined

## Optional Additional Coverages

Coverage	Deductible Amount	Limits of Insurance	Coverage	Deductible Amount	Limits of Insurance
Building - Basic Form			Boiler & Machinery	See Wording	
Building - Broad Form			Professional Liability		
Profits					
Rent or Rental Value			Employers' Liability		
Loss of Income - Actual	<b>S21</b>	<b>S21</b>	Voluntary Compensation	<b>S21</b>	<b>S21</b>
Loss Sustained			Employee Benefits Liability		
Money and Securities					
Glass <input type="checkbox"/> Int. <input checked="" type="checkbox"/> Ext.			Accident		
Employee Dishonesty - Form A <input type="checkbox"/> or B <input type="checkbox"/>		\$	Additional Location Endorsement		<input type="checkbox"/> Attached
Endorsements/Other Additional Coverages					
MISCELLANEOUS FORM (ALL RISKS). ADDITIONAL INSURED. DATE/TIME EXCLUSION					

Except as otherwise provided by this form, all terms and conditions of the policy shall have full force & effect.

Total Premium

\$ **S21**

IN WITNESS WHEREOF the Insurer has duly executed this Renewal; provided however, that this Renewal shall not be valid or binding unless countersigned by a duly Authorized Representative of the Insurer.

*[Signature]*

Countersigned

Authorized Representative

1c 14/12/98 President



**COMMERCIAL INSURANCE PROTECTOR ING WESTERN UNION  
FOR TERRACE & DISTRICT CHAMBER OF COMMERCE**

ING WESTERN UNION INSURANCE COMPANY: 1300, 321 - 8 Avenue S.W., Calgary, Alberta T2P 4W7

**DECLARATIONS**

REWRITE POLICY NO.

S21

**REWRITE OF RENEWAL****PAGE 1 OF 2**

POLICY NO.

BROKER

S21

BROKER #

DOCUMENT  
PERIOD SHALL BE

FROM

DAY  
01MONTH  
01YEAR  
03

TO

DAY  
01MONTH  
01YEAR  
04

NAME OF INSURED

**TERRACE & DISTRICT CHAMBER OF COMMERCE**

(HEREINAFTER CALLED THE INSURED)

MAILING ADDRESS: 4511 KEITH AVE.  
TERRACE, BCLOCATION ADDRESS: 4511 KEITH AVE.  
TERRACE, BC

V8C 1K1

OCCUPIED BY INSURED AS:

**6610-TOURIST INFORMATION CENTRE**

LOSS, IF ANY, IS PAYABLE AS FOLLOWS: (THE ABSENCE OF AN ENTRY HERE DENOTES LOSS PAYABLE TO THE INSURED)

PART 1 PROPERTY OF EVERY DESCRIPTION

S21

BLANKET LIMIT ALL LOCATIONS

PART 2 BUSINESS INTERRUPTION - ACTUAL LOSS SUSTAINED

PART 3 CRIME INSURANCE AS STATED IN POLICY UNLESS OTHERWISE AMENDED BELOW

PART 4 LIABILITY INSURANCE AS STATED IN POLICY UNLESS OTHERWISE AMENDED BELOW

IT IS UNDERSTOOD AND AGREED THAT A \$ **S21** DEDUCTIBLE APPLIES TO EACH OCCURRENCE RELATING TO COVERAGE PROVIDED BY PARTS 1 AND 2 OF THIS POLICY UNLESS OTHERWISE STATED IN THE POLICY OR AS AMENDED BELOW.

PREMIUM AMOUNT

S21

030220

WCPFN

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE



**COMMERCIAL INSURANCE PROTECTOR ING WESTERN UNION  
FOR TERRACE & DISTRICT CHAMBER OF COMMERCE****DECLARATIONS****REWRITE OF RENEWAL****PAGE 2 OF 2**

POLICY NO.

BROKER

BROKER #

S21

DOCUMENT  
PERIOD SHALL BE

FROM

DAY

01

MONTH

01

YEAR

03

TO

DAY

01

MONTH

01

YEAR

04

S21

AUTHORIZED REPRESENTATIVE

030226

PRESIDENT AND CHIEF OPERATING OFFICER

WCPAMS