

# Applying for a Crown Land Tenure



**All applications must include completed application form, general location map, local detail map, appropriate fees and attachments as indicated below.**

INFORMATION REGARDING APPLYING FOR CROWN LAND AVAILABLE AT  
[www.al.gov.bc.ca/clad/land\\_prog\\_services/programs.html](http://www.al.gov.bc.ca/clad/land_prog_services/programs.html)

## PART 1. NAME(S) AND MAILING ADDRESS

### Applicant Name:

FULL LEGAL NAME of Individual(s), Company or Society,  
 Ministry or Government Agency Your File:

FAASER Valley Dirt Riders Assoc.

### Contact Name for Company or Ministry Applicants:

LARRY JORDAN

### Applicant Mailing Address:

PO BOX 32115 postal code V1M 2M3  
Langley, BC

### Applicant Contact Numbers: Phone:

Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### Applicant Email Address:

\_\_\_\_\_

s.22

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For applications made by more than one individual: ☐ Joint Tenants or ☐ Tenants in Common  
 For your information: Joint Tenants: on the death of one tenant the interest passes to surviving tenant.  
 Tenants in Common: on the death of one tenant the interest passes to the beneficiaries of the estate.

BC Inc. #, BC Registration # or Society #:

GST Registration #:

Age: 19 or over ☒ Yes ☐ No Canadian Citizen or Permanent Resident ☒ Yes ☐ No

Do you hold another Crown land tenure? ☐ Yes ☒ No if yes, provide File Number: \_\_\_\_\_

### Period of Projected Use:

☒ Two years or less ☐ Two to five years ☐ Five to ten years ☐ Ten to thirty years ☐ More than thirty years

### Application Type:

☒ new application ☐ replacement application – file number \_\_\_\_\_

☐ investigative permit application ☐ amendment application – file number \_\_\_\_\_

Proposed Use/Tenure Type: (e.g. powerline right of way, gravel quarry licence): motorcycle event

## FOR OFFICE USE ONLY

(date/time received)

File Number:

Project Number:

Disposition ID:

Client Number:

**PART 2. PURPOSE, LOCATION, AREA****PLEASE SELECT APPROPRIATE PROPOSED LAND USE**

| <b>Proposed Land Use<br/>Program Area</b>                | <b>New Application Fees<br/>(including GST)</b>                                              | <b>Program Specific Requirements<br/>Websites</b>          |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Aggregate & Quarry              | \$1,050.00                                                                                   | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Agriculture - Intensive         | \$ 262.50                                                                                    | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Agriculture - Extensive         | \$ 262.50                                                                                    | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Airport - private               | *\$50 per hour process time                                                                  | Contact FrontCounter BC                                    |
| <input type="checkbox"/> Alpine Skiing                   | Type 1 (minor) \$1,050.00<br>Type 2 (major) contact<br>FrontCounter BC                       | www.fsa.gov.bc.ca/resorts_recreation/skiing                |
| <input type="checkbox"/> Aquaculture - Fin fish          | \$5,171.25                                                                                   | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Aquaculture - Shellfish         | \$1,260.00                                                                                   | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input checked="" type="checkbox"/> Commercial - General | \$ 262.50                                                                                    | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Commercial - Film               | \$525.00 fee plus \$262.50 rental                                                            | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Commercial - Recreation         | Non-Motorized \$262.50<br>Motorized \$3,465.00                                               | www.fsa.gov.bc.ca/resorts_recreation/commercial/recreation |
| <input type="checkbox"/> Communication Site              | \$1,050.00                                                                                   | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Community/<br>Institutional     | \$ 262.50                                                                                    | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Federal Reserves                | \$3,465.00                                                                                   | Federal Government Only - Contact FrontCounter BC          |
| <input type="checkbox"/> Ferry Terminals                 | *\$50 per hour process time                                                                  | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> General Industrial              | \$ 525.00                                                                                    | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Golf Course                     | \$3,465.00                                                                                   | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Grazing                         | \$ 262.50                                                                                    | http://www.for.gov.bc.ca/na/grazing/                       |
| <input type="checkbox"/> Head Lease                      | \$50 per hour process time                                                                   | Contact FrontCounter BC                                    |
| <input type="checkbox"/> Log Handling                    | \$1,050.00                                                                                   | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Marina                          | \$ 525.00                                                                                    | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Mining                          | \$ 525.00                                                                                    | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Ocean Energy                    | Investigative Permit \$525.00<br>Licence for Equipment \$525.00                              | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Oil and Gas                     | \$ 525.00                                                                                    | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Private Mortgage                | \$ 262.50                                                                                    | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Provincial Reserves             | For Provincial Government Ministries Only                                                    | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Utilities (Linear Use)          | Less than 25 Km \$1,050.00<br>More than 25 Km *\$50 per hour                                 | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Residential                     | \$ 262.50                                                                                    | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Roadways - Public               | \$ 262.50                                                                                    | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Roadways - Industrial           | \$1,050.00                                                                                   | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Water Power                     | \$3,465.00                                                                                   | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |
| <input type="checkbox"/> Wind Power                      | Investigative Permit \$525.00<br>Monitoring Towers (max 5) \$525.00<br>Wind Farm *\$3,465.00 | www.al.gov.bc.ca/ciad/land_prog_services/programs.html     |

**Note:** Investigative Permits (available for all program areas): \$525.00 (including GST)  
Replacement Application Fees: 50% of above fee or \$210.00 (including GST), as a minimum.  
Amendment Fees: Contact FrontCounter BC

\* To be paid at a later date

**PART 2 (continued)**

**General Location of Crown land (i.e. distance from nearest community, Indian Reserve or significant geographic location such as a lake or mountain; location on a named road; etc.):**

*off Nickel Mine Road 10K NORTH of Hope on*

**Please provide a shape file if available.**

*SEE MAP Hwy #1*

**Area in Hectares:** \_\_\_\_\_ **OR** **length (km/m):** \_\_\_\_\_ **width (km/m):** \_\_\_\_\_

**PART 3. LEGAL DESCRIPTION OR BOUNDARY DESCRIPTION**

**If surveyed, give legal description:** as provided by the local Land Title Office (e.g., Lot 1 of Section 31, Township 12 W6M Kamloops Division of Yale District Plan 18411). A legal description is found in the Certificate of Title (CoT). A copy of the CoT must be attached to the application. A copy of your Registered Survey Plan, if available, will confirm the dimensions of the place of use.

**If unsurveyed:** enter description of unsurveyed Crown land and description of boundaries.

*SEE MAP*

**Instructions to Describe Unsurveyed Crown Land**

- The point of commencement, for unsurveyed parcels, should be described in terms of an existing survey post (e.g., 18 metres west of the S.E. corner of the parcel) or a readily identifiable geographic feature (e.g., a prominent point of land or intersection of two roads) to enable accurate location of the parcel.
- Boundary lines of the area must be, as much as possible, astronomically true north, south, east and west so that a rectangular lot is formed.
- Where the topographic features of the area do not allow for rectangular boundary lines running true north, south, east and west, then boundaries will be permitted in other directions as long as they do not interfere with the orderly survey of other surrounding land.
- The side lines of small parcels fronting on lakes, rivers, tidal waters and on certain surveyed highways shall, where possible, be parallel to each other and perpendicular to the general trend of the features on which the small parcel fronts.
- The sidelines for unsurveyed foreshore shall, as a general rule, be laid out at right angles to the general trend of the shore. This may be varied to suit special conditions, but encroachment on the foreshore fronting adjoining lands shall be avoided. The outside or waterward boundary shall be a straight line or series of straight lines joining the outer ends of the side boundaries. On narrow bodies of water the outside boundary shall not normally extend beyond the near edge of the navigable channel.

1 hectare = 2.471 acres

1 metre = 3.281 feet

100 metres x 100 metres = 10,000 square metres or 1 hectare

**PART 4. APPLICATION CERTIFICATION**

All applications must be complete. Incomplete applications will be returned to applicant. Please refer to the specific program requirements (e.g., Aggregates, Commercial, Residential) for information that must be submitted with this application.

All of the following must be attached to or enclosed with this application form:

- ☒ Fees (in the amount indicated in Part 2) to Minister of Finance (cheque or credit card authorization form attached or pay in person with debit card or cash)
- ☒ General Location Map(s) at a scale of 1:50,000 to 1:250,000 indicating general location of the area under application and the location of access roads, watercourses and other major landmarks.
- ☒ Detailed Site Map(s) outlining in detail the area under application, showing the exact perimeter boundaries of the application area including the dimensions (in metre) and area (ha), including watercourses, district lots etc.
- ☒ Program Specific Requirements (i.e. communication site, agriculture, industrial). Program specific requirements can be confirmed at [http://www.al.gov.bc.ca/clad/land\\_prog\\_services/programs.html](http://www.al.gov.bc.ca/clad/land_prog_services/programs.html)

**PLEASE NOTE:** Additional items may be required (e.g. Advertising, Security Deposit, Proof Of Insurance, Letter Of Consent) Please consult Program Policies or contact FrontCounter BC for further information. Some items may have additional associated costs or require additional processing time.

Applicant or Agent signature(s):



Date:

8/21/2008

**PLEASE RETAIN A COPY OF THIS APPLICATION FOR YOUR RECORDS**

**NOTE:** The information you provide will be subject to the Freedom of Information and Protection of Privacy Act. If you have any questions regarding the treatment of your personal information, please contact the Manager, Privacy, Information Access and Records Management.

The submission of this form does not in any manner convey any rights to use or occupy Crown land.

**FRONTCOUNTER BC OFFICE LOCATIONS**  
[www.frontcounterbc.gov.bc.ca](http://www.frontcounterbc.gov.bc.ca) OR Call Toll-Free 1-877-855-3222

|                                                                                  |                                                                                              |                                                                                                |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Cranbrook</b><br>1902 Theatre Road<br>Cranbrook BC V1C 7G1                    | <b>Fort St. John</b><br>Site 100, 10003 110 <sup>th</sup> Avenue<br>Fort St. John BC V1J 6M7 | <b>Kamloops</b><br>Site 210, 301 Victoria Street<br>Kamloops BC V2C 2A3                        |
| <b>Nanaimo</b><br>Site 142, 2080 Labieux Road<br>Nanaimo BC V9T 6J9              | <b>Prince George</b><br>Site 200, 1488 Fourth Avenue<br>Prince George BC V2L 4Y2             | <b>Smithers</b><br>1 <sup>st</sup> Floor, 3726 Alfred Avenue<br>Smithers BC V0J 2N0            |
| <b>Surrey</b><br>Site 200, 10428 - 153 <sup>rd</sup> Street<br>Surrey BC V3R 1E1 | <b>Victoria</b><br>Site G7, 1001 Douglas Street<br>Victoria BC V8W 2C5                       | <b>Williams Lake</b><br>Site 201, 172 North 2 <sup>nd</sup> Avenue<br>Williams Lake BC V2G 1Z6 |

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201000

DATED April 6, 1983,

BETWEEN:

HER MAJESTY THE QUEEN IN  
RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA

AND

CAMPBELL RESOURCES INC.

LEASE

File # 0306523

Purpose: Mine

TAILINGS

DISPOSAL

231838

LAND TITLE ACT

Form 17

(Sections 151, 152 (1), 220)

APPLICATION

|                                                                                             |             |
|---------------------------------------------------------------------------------------------|-------------|
| NATURE OF INTEREST Charge                                                                   | True Value: |
| Lease                                                                                       |             |
| (Nature of Charge)                                                                          |             |
| Herewith Fees of \$                                                                         |             |
| Address of person 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)

THIS LEASE executed in triplicate and dated for reference the 6<sup>th</sup> day of April, 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 V8V 1X4

(hereinafter called the "Lessor")

OF THE FIRST PART

A N D

CAMPBELL RESOURCES INC. (Inc. No. A20030), an extra-provincial company registered under the laws of British Columbia and having an office or other place of business at 900 - 837 West Hastings Street, Vancouver, British Columbia V6C 1B6

(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 described as follows:

Lot 470,  
Yale Division of Yale 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 6th day of April, 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 \$2,640 payable in advance, 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 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 condition satisfactory to the Lessor, and on written notice from the Lessor, to remove any improvements and make safe 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 purposes 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 mine tailings disposal;
- (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, and for the purpose of this covenant, mine tailings shall not be deemed to constitute refuse or rubbish;

(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) not to cut, destroy or remove timber or trees standing on the Land except in compliance with the Forest Act; and

(t) not to obstruct, impede or interfere with the rights herein reserved for the benefit of the Lessor and the public and for the purpose of this covenant the permitted use of the Land under this lease shall be deemed not to constitute an obstruction, impediment or interference to or with those rights.

#### 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 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;
- (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 pursuant to section 12.01.

#### 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

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 \$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.

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 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.

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

Marion Standon  
Vice-President and General Counsel  
Campbell Resources Inc.,  
Suite 400  
111 Richmond St. West  
Toronto, Ont.  
M5H 2G4

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.

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, 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, a regional district, or a person or corporation for any purpose necessary for the operation or maintenance of the grantee's undertaking 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;

(15.04)

For the purposes of section 15.03, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that section would materially affect the exercise of the Lessee's rights under this lease.

(15.05)

If a dispute should arise as to whether or not the exercise of the Lessee's rights under this lease would, in fact, be materially affected by a grant of rights under section 15.03, then, the dispute shall be referred to arbitration pursuant to section 12.01.

(15.06)

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 section 15.03, where such rights do not materially affect the exercise of the Lessee's rights under this lease.

(15.07)

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

(15.08)

The Lessee acknowledges and agrees with the Lessor that:

- (a) 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 sections 15.03 and 15.07 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 such interference;
- (b) the Lessee shall indemnify and save harmless the Lessor against all liabilities, loss, damage and costs, including fees of solicitors and other professional advisors, incurred or suffered by the Lessor and arising out of any interference by the Lessee with the rights, privileges, and interests described in sections 15.03 and 15.07.
- (c) the Lessee shall not commence or maintain proceedings under section 60 of the Land Act in respect of any interference with its rights under this lease arising out of the exercise or operation of the rights, privileges or interests described in sections 15.03 and 15.07.

(15.09)

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.

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

(16.04) 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.

(16.05) If any sections 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.

(16.06) For the purposes of subsection 4.01(n), 4.01(q) and 7.01(b), 7.01(c) and 7.01(g), the word "improvement" shall not refer, nor be deemed to refer, to any tailings dam on the Land.



LAND TITLES ACT  
FORM 6  
SECTION 46

PROOF OF EXECUTION BY CORPORATION

I, Lorna Doris Marie MacGillivray, do  
CERTIFY that on the 18th day of January, 1984,  
at the City of Toronto, in the Municipality of Metropolitan Toronto,  
LORNE K. BENTLEY and MARION J. STENDON  
personally known to me, appeared before me and acknowledged to me  
that they are authorized signatories of CAMPBELL RESOURCES INC.  
and that they are the persons who subscribed their names and affixed  
the seal of the corporation to the instrument, that they were  
authorized to subscribe their names and affix the seal to it, and  
that the corporation existed at the date the instrument was executed  
by the corporation.

IN TESTIMONY of which I set my hand and seal of office,

at the City of Toronto, in the Municipality of Metropolitan Toronto,  
this 18th day of January, 1984.



Lorna Doris Marie MacGillivray  
A Notary Public in and for the  
Province of Ontario

## Section 46

# PROOF OF EXECUTION BY THE CROWN PROVINCIAL

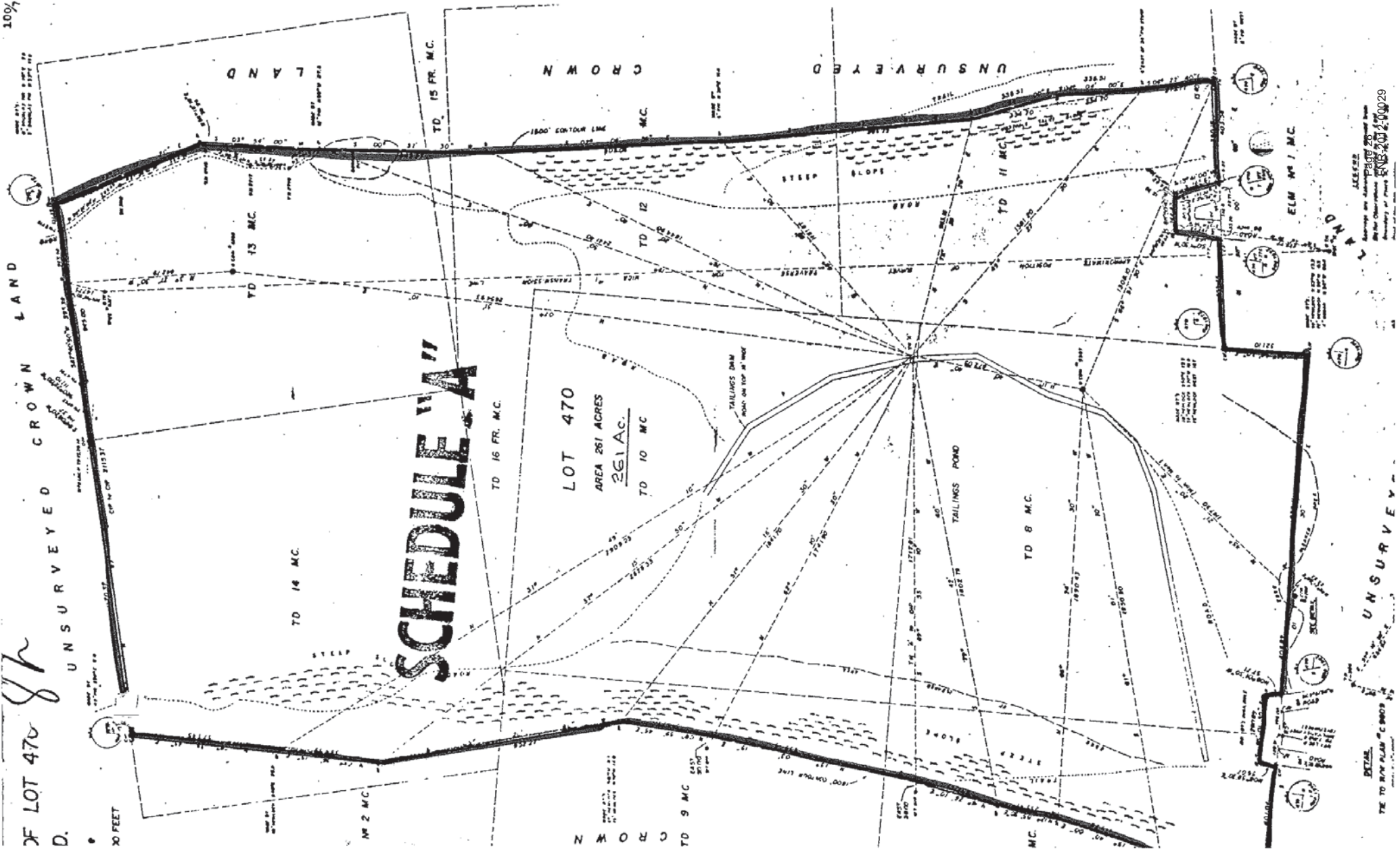
I certify that on the 30th day of January, 1984, at Burnaby in the Province of British Columbia, A. Saker, Land Officer, Burnaby (State full name; address and occupation)

(\*whose identity has been proved by the evidence on oath of who is) personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Lands, Parks and Housing and that he/she is the person who subscribed his/her name to the instrument and that he/she was authorized to subscribe his/her name.

In testimony of which I set my hand and seal of office  
at Beverly this 30 day of  
January, 1984.

A Commissioner for Taking  
Affidavits for the Province  
of British Columbia

\*Where the person making the acknowledgement is personally known to the office taking it, strike out those words in brackets.



OF LOT 470  
D.

# SCHEDULE "A"

DETAILS  
SEE TO MAP PLAN "C" 8003  
UNSURVEYED  
ELM N° 1 M.C.  
JAN 20 1909  
BUREAU OF LANDS  
WASHINGTON, D.C.