



**Ministry of Forests and Range**

**File No. FOR-10640-30/103983F~02 8229 00**

*Date Created (Opened) 1991-07-02*

*Date Closed 2012-05-08 at 1:53 PM*

*Content Start Date 1991-07-02*

*Content End Date 2011-08-05*

# CLOSED PART

*Title*

881261 - REAL PROPERTY:FSR:R/W:ACQUISITION/ADMIN./DISPOSAL - FSR rights:of:way  
acquisition projects - RENNELL SOUND

**KEEP ON TOP OF FILE - DO NOT ADD NEW RECORDS**

**For Continuation of File See:**

**File No. FOR-10640-30/103983F~03**

**OR:**

File Terminated \_\_\_\_\_

Authorized: \_\_\_\_\_

Next Follow up Action Required:

Date:

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**Clifford, Bill X FLNR:EX**

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**From:** Munt, Leonard A FLNR:EX  
**Sent:** Friday, August 5, 2011 2:46 PM  
**To:** Clifford, Bill X FLNR:EX  
**Subject:** Re: Final copy

That would be great - thanks

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Friday, August 05, 2011 02:34 PM  
**To:** Munt, Leonard A FLNR:EX  
**Subject:** RE: Final copy

Aug 9/11  
Awaiting signed  
Revestment Rev  
Agmt Per Bill Clifford  
PS

Hi Len. We have a Real Estate Project Tracking system (REPT) that we put all our real estate agreements into which automatically advises us when renewals or terminations are coming up. Do you want me to get my Project Coordinator to enter into the system for you so that you get a notice a month or two before this agreement expires?

Bill

**From:** Munt, Leonard A FLNR:EX  
**Sent:** Friday, August 5, 2011 11:06 AM  
**To:** 'Piers\_James D.'  
**Cc:** Clifford, Bill X FLNR:EX; s.22  
**Subject:** RE: Final copy

Jim,

Think I fixed it.

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District  
Ministry of Forest, Lands and Natural Resource Operations  
Box 39  
QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: [Leonard.Munt@gov.bc.ca](mailto:Leonard.Munt@gov.bc.ca)

"It is beneath human dignity to lose one's individuality and become a mere cog in the machine"  
Gandhi

**From:** Piers\_James D. [<mailto:jpiers@fasken.com>]  
**Sent:** Friday, August 5, 2011 9:48 AM  
**To:** Munt, Leonard A FLNR:EX  
**Cc:** Clifford, Bill X FLNR:EX; s.22  
**Subject:** RE: Final copy

s.13,s.21,s.22

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**From:** Munt, Leonard A FLNR:EX [<mailto:Leonard.Munt@gov.bc.ca>]  
**Sent:** Friday, August 05, 2011 8:52 AM  
**To:** Piers\_James D.; s.22  
**Cc:** Clifford, Bill X FLNR:EX  
**Subject:** Final copy

Jim and Jan,

Here is the final copy I would sign – have a look and if good – I will sign – Scan and send to you for your signature.

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District  
Ministry of Forest, Lands and Natural Resource Operations  
Box 39  
QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
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Gandhi

Vancouver Calgary Toronto Ottawa Montréal Québec London Paris Johannesburg

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[http://www.fasken.com/fr/termsfuse\\_email/](http://www.fasken.com/fr/termsfuse_email/).



**Clifford, Bill X FLNR:EX**

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**Cc:** Clifford, Bill X FLNR:EX; s.22  
**Subject:** RE: Final copy  
**Attachments:** KaganAugust Len's final.docx

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Think I fixed it.

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District  
Ministry of Forest, Lands and Natural Resource Operations  
Box 39  
QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
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Gandhi

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**Subject:** RE: Final copy

s.13,s.21,s.22

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**To:** Piers\_James D.;s.22  
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**Subject:** Final copy

Jim and s.22

Here is the final copy I would sign – have a look and if good – I will sign – Scan and send to you for your signature.

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District  
Ministry of Forest, Lands and Natural Resource Operations  
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QCC, BC, V0T 1S0  
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Email: [Leonard.Munt@gov.bc.ca](mailto:Leonard.Munt@gov.bc.ca)

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[http://www.fasken.com/fr/termsfuse\\_email/](http://www.fasken.com/fr/termsfuse_email/).

Contact

Len Meunier

Dist. MGR

Hard A Email

Assisted

7/1/2012

April 18<sup>th</sup> / 2012

to advise that

expiring is

coming up ~~is~~

June 15, 2012

B.II



Unsigned  
agmt  
entered  
in REPT

As per  
entered in REPT  
PSE



## RECREATIONAL ROAD RIGHT OF WAY AGREEMENT

This Agreement dated for reference August 1, 2011, is made:

**BETWEEN:** **KAGAN BAY PROPERTIES LTD.**  
2900-500 Burrard Street, Vancouver, V6C 0A3

("the Grantor")

### OF THE FIRST PART

**AND:** **HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA,**  
**AS REPRESENTED BY THE MINISTER OF FOREST, LANDS**  
**AND NATURAL RESOURCE OPERATIONS,** c/o District Manager,  
Haida Gwaii District, Queen Charlotte City, British Columbia, V0T  
1S0

(the "Forest Service")

### OF THE SECOND PART

#### WHEREAS:

A. The Grantor is the registered owner of land legally described as:

PID: 010-916-954 District Lot 31 Queen Charlotte District

PID: 010-916-903 District Lot 30 Queen Charlotte District except the northerly 30 chains

(the "Lands")

- B. The Grantor owns a private road (the "Road") constructed on a portion of the Lands, which Road passes over a number of culverts and bridges; some of which are considered fish habitat (the "Culverts and Bridges");
- C. The Grantor does not wish to continue with the Road and to minimize any possible liability, including environmental, wishes to decommission the Road, including removing the Culverts and Bridges;
- D. The Forest Service has requested the Grantor to delay the decommissioning of the Road including removal of the Culverts and Bridges, and to grant to the Forest Service on the terms and conditions including the purposes set out in this Agreement, a right-of-way (the "right-of-way") over the Road which exists within the Lands at the date of this Agreement;

- E. The purpose and intent of this Agreement is to allow the Forest Service to use the Road during a short period of time while it is deciding what to do with its recreation site at Clapp Basin, Rennell Sound (the "Recreational Site") including the boat launch located at the Recreational Site, and it is also the intent of this Agreement that the responsibility for the Road, including the maintenance, repair and upgrade of the Road and the Culverts and Bridges shall be assumed by the Forest Service during the Term (herein defined), including ensuring the prevention of the deposit of any deleterious substances in any of the fish habitat and the avoidance of any harmful alteration, disruption or destruction of any fish habitat, in the right of way; and
- F. The right-of-way is necessary for the operation and maintenance of an undertaking of the Forest Service.

#### THE GRANTOR AND THE FOREST SERVICE NOW AGREE AS FOLLOWS:

##### 1. Grant of Right-of-Way

Now therefore, in consideration of the amount described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Forest Service now agree as follows:

For the purposes of operating, maintaining, repairing and upgrading the Road and the Culverts and Bridges, the Grantor grants to the Forest Service and to the Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), a non-exclusive right-of-way in common with the Grantor and the Grantor's employees, agents, invitees, licensees, permittees and contractors (but not members of the public) to pass and repass along, and over the right-of-way, together with the right to upgrade, repair and maintain, the Road and the Culverts and Bridges, and for the purposes herein after set out, within the right-of-way with and without vehicles suitable for the type of road, (but not for the purpose of parking vehicles or placing any vehicle or equipment so as to block any cross-road, driveway or entrance or exit ramp).

In addition to the purposes set out in the foregoing paragraph, the Road will be operated as a recreational road, but not as an industrial road, primarily for access to and from the Recreational Site, while the Forest service is deciding what to do with the Recreational Site including the boat launch located at the site. It is not the purpose and intention of the parties hereto (the "Parties") that the Road be long term or permanent and it is not the intention or purpose that the Road be either a Forest Service Road or a public road.

##### 2. Payment

During the Term, unless earlier terminated, the Forest Service will pay the Grantor

a fee of \$1.00, the receipt and sufficiency of which is hereby acknowledged, for the rights herein granted.

##### 4. Term of Agreement

- a) The term of this Agreement (the "Term") is 10 months and 15 days, commencing August 1, 2011 (the "Commencement Date"), and ending on June 15, 2012.

##### 5. Promises

- a) The Forest Service will:

- (i) use, and permit the use of by the Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), the right-of-way only for the purposes set out in this Agreement including section 1 and for no other purpose without the express written consent of the Grantor;
- (ii) use, and permit the use of by Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), the right-of-way so as not to cause any damage or disturbance to the right-of-way or the Lands and in particular, but without limitation, to the natural drainage pattern of the Lands;
- (iii) undertake the maintenance, repair and upgrade of the Road and the Culverts and Bridges;
- (iv) use its best efforts to prevent, control and extinguish any fire on the Lands or any lands adjacent to the Lands, and will conform to and observe the provisions of the Forest and Range Practices Act (as amended or replaced from time to time) and any other statutes and regulations that are in force or may in the future be enacted or made regarding the prevention of fires. The Forest Service will reimburse the Grantor for any costs or expenses the Grantor incurs to fight fires for which the Forest Service's employees, agents, invitees, licensees, permittees and contractors may cause on an actual cost basis and not on the Forest Service scale;
- (v) indemnify and save harmless the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law may sustain, incur, suffer or be put to arising out of, the non performance of the Forest Service of its covenants and promises set out in this Agreement or the use of the right-of-way, including without limitation the maintenance, repair and upgrade of the Road and the Culverts and Bridges, by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors and members of the public (who in the case of the public may use the Road without permission), excepting always liability arising out of the negligent acts or negligent omissions of the Grantor, its employees, agents, invitees, licensees, permittees, contractors or any party for whom the Grantor is responsible at law taking place after the Commencement Date;
- (vi) comply with, and ensure all use of the right-of-way in all aspects complies with, all laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority governing, affecting, or in any way related to the use of the right-of-way;
- (vii) ensure that the use of the right-of-way by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors does not impair or obstruct the condition of the right-of-way;
- (viii) ensure that the right-of-way remains in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the right-of-way by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors;
- (ix) with limiting the generality of the foregoing subsections, exercise all reasonable care in undertaking the maintenance, repair and upgrade of the Road and the Culverts and Bridges to ensure their stability so as to prevent the deposit of deleterious substances in any rivers or streams in the area of the Lands and avoid any harmful alteration, disruption or destruction of fish habitat in the area of the Lands.

- (x) not claim any indemnity or compensation from the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, for any loss, damage, injury or expense (including, without limitation, in respect of bodily injury or death of any person or loss or damage to any property) caused by the condition of the right-of-way including the Road and the Culverts and Bridges, except to the extent that such loss, damage, injury or expense arises from the negligent acts or negligent omissions of the Grantor or any party for whom they are responsible at law which negligent acts or omissions take place after the Commencement Date; and for greater certainty, subject to Section 6 hereof, the Forest Service accepts the Road and the Culverts and Bridges on an as is where is basis and condition and waives any right or claim as against the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, for the condition of the Road, Culverts and Bridges as at the Commencement Date, even if due to lack of maintenance, repair or upgrading by the Grantor;
- (xi) during the Term effect and maintain all risk property and third party liability insurance which shall name the Grantor as an additional insured. Notwithstanding any other provision of this agreement, the Forest Service will be entitled to self-insure for the requirements of this section.
- (xii) at the end of the Term, the Forest Service shall deliver possession of the Road and the right-of-way (including the Culverts and Bridges) to the Grantor in the condition they are required to be maintained and kept during the Term with the gate closed, and all persons and all personal property including vehicles, trailers and campers, requiring use of the Road removed from the Recreational Site and the Lands, and the Recreational Site and Lands left in a clean and neat condition.

**b) The Grantor will:**

- (i) not do or knowingly permit to be done any act or thing which will interfere with or injure the use, construction or maintenance of the right-of-way.

**6. Initial Grantor Repairs to Culverts**

It is acknowledged and understood that prior to and possibly as at the Commencement Date, the Grantor has been logging the Lands (starting in July 2011) and may still be logging the Lands, using the Road, and that the logging may cause damage to one or more Culverts. Within 3 business days following the Commencement Date, representatives of the Parties shall inspect the Culverts and agree upon any damage caused to the Culverts by the logging carried out in July 2011 only. The Grantor agrees before it ceases logging or if it has, within 10 business days following the said inspection by the parties, to carry out repairs to any damage caused by the July 2011 logging deemed adequate for the temporary use of the Road. Once these temporary repairs have been made, the Grantor's responsibility for the condition of Culvert or Culverts including the temporary repairs shall pass to and be assumed by the Forest Service

**7. No Assignment**

Nether Party will assign this Agreement.

**8. Notice**

Any notice, document or communication required or permitted to be given under this agreement must be in writing and will be deemed to have been given if delivered by hand, courier, or double-registered mail to the party to whom it is to be given as follows:

**To the Province:**

District Manager  
Ministry of Forests, Lands and Natural Resource Operations  
Haida Gwaii District  
Queen Charlotte City  
British Columbia V0T 1S0

**To the Grantor:**

Kagan Bay Properties Limited (need contact name. etc.)  
s.22

And the registered and records office of

Kagan Bay Properties at:  
2900-500 Burrard Street, Vancouver, V6C 0A3.

or at such other addresses as the Parties hereto may from time to time designate in writing.

**9. Defaults**

If the Forest Service, its employees, agents, invitees, licensees, permittees and contractors default in the observance and performance of any material term and condition contained in this Agreement and such default is not remedied within a 5 business days time after the Grantor has given notice to the Forest Service specifying the default and requesting it be cured, the Grantor may, suspend all rights of the Forest Service under this Agreement while this default continues. While its rights under this Agreement are suspended, the Forest Service will have no right to enter upon the right-of-way or to exercise any of the rights granted to it under this Agreement, except as required to cure the default. Any failure by the Grantor to exercise its rights with respect to any particular default of the Forest Service shall not operate as a waiver of its rights with respect to any continuing subsequent default.

**10. Entire Agreement**

This Agreement constitutes the entire agreement between the Grantor and the Forest Service regarding the right-of-way and supersedes all prior agreements and understandings between them. There are no representations, promises, agreements or understandings between the Grantor and the Forest Service concerning the right-of-way that are not expressly set out in this Agreement.

**11. Enurement**

This Agreement will enure to the benefit of and be binding upon the Grantor and the Forest Service and their respective successors and permitted assigns. The word *Grantor* is deemed to include the successors and permitted assigns, wherever the context so admits.



**12. Governing Law**

This Agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia.

IN WITNESS WHEREOF the Parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers or attorneys effective the day and year first recited above.

Witnesses

Parties' Signatures

Signature

Printed name of witness

Address

Occupation

Officer signature

**Kagan Bay Properties Limited No. 671692**  
By its Authorized Signatory(ies)

**Her Majesty the Queen in Right of the Province of  
British Columbia as represented by the Minister  
of Forests, Lands and Natural Resource  
Operations**

Authorized Signatory  
**Leonard Munt**  
District Manager  
**Haida Gwaii Natural Resource District**

## **Clifford, Bill X FLNR:EX**

---

**From:** Munt, Leonard A FLNR:EX  
**Sent:** Friday, August 5, 2011 8:52 AM  
**To:** 'Piers\_James D.'; s.22  
**Cc:** Clifford, Bill X FLNR:EX  
**Subject:** Final copy

Jim and Jan,

Here is the final copy I would sign – have a look and if good – I will sign – Scan and send to you for your signature.



KaganAugust  
Len's final.docx

### **Leonard Munt**

District Manager, Haida Gwaii Natural Resource District  
Ministry of Forest, Lands and Natural Resource Operations  
Box 39  
QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: [Leonard.Munt@gov.bc.ca](mailto:Leonard.Munt@gov.bc.ca)

"It is beneath human dignity to lose one's individuality and become a mere cog in the machine"  
Gandhi



# MEMORANDUM


Bill Clifford  
A/Senior Project Manager  
Forest Tenures Branch  
Ministry Forests, Lands & Natural Resource Operations  
3rd Floor - 1810 Blanshard Street  
Victoria, BC V8T 4J1

August 2, 2011

INDE 1.0  
120550

Re: Indemnity Approval

Pursuant to section 1 of the Guarantees and Indemnities Regulation, BC Reg. 258/87, as amended, I, Phil Grewar, Executive Director of the Risk Management Branch, of the Ministry of Finance, do hereby give my written assurance that the proposal for the indemnity(s) in the Recreational Road Right of Way Agreement between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Forests, Lands and Natural Resource Operations and Kagan Bay Properties Limited with respect to the request for delay of decommissioning of a road (including related culverts and bridges; located on land legally described as: PID 010-916-954 District Lot 31 Queen Charlotte District and PID: 010-916-903 District Lot 30 Queen Charlotte District except the northerly 30 chains) and permission for the Province to use and maintain the road on an interim basis until June 15, 2012 until a determination can be made as to the future of the recreational site at Clapp Basin, Rennell Sound, has been reviewed and accepted by the Risk Management Branch.

  
Phil Grewar  
Executive Director  
Risk Management Branch  
Ministry of Finance

PJG/MMM/ad

Attachments

pc: Terry Gelinas  
Chief Financial Officer  
Ministry Forests, Lands & Natural Resource Operations



## RECREATIONAL ROAD RIGHT OF WAY AGREEMENT

This Agreement dated for reference \_\_\_\_\_, 20\_\_\_\_, is made:

**BETWEEN:** Kagan Bay Properties Limited No. 671692, 2900-500 Burrard Street,  
Vancouver, British Columbia, V6C 0A3

("the Grantor")

### OF THE FIRST PART

**AND:** HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA,  
AS REPRESENTED BY THE MINISTER OF FOREST, LANDS AND  
NATURAL RESOURCE OPERATIONS, c/o District Manager, Haida  
Gwaii District, Queen Charlotte City, British Columbia, V0T 1S0

(the "Forest Service")

### OF THE SECOND PART

#### WHEREAS:

A. The Grantor is the registered owner of land legally described as:

PID: 010-916-954 District Lot 31 Queen Charlotte District

PID: 010-916-903 District Lot 30 Queen Charlotte District except the northerly 30 chains

(the "Lands")

- B. The Grantor owns a private road (the "Road") constructed on a portion of the Lands, which Road passes over a number of culverts and bridges; some of which are considered fish habitat (the "Culverts and Bridges");
- C. The Grantor does not wish to continue with the Road and to minimize any possible liability, including environmental, wishes to decommission the Road, including removing the Culverts and Bridges;
- D. The Forest Service has requested the Grantor to delay the decommissioning of the Road including removal of the Culverts and Bridges, and to grant to the Forest Service on the terms and conditions including the purposes set out in this Agreement, a right-of-way (the "right-of-way") over the Road

which exists within the Lands at the date of this Agreement;

- E. The purpose and intent of this Agreement is to allow the Forest Service to use the Road during a short period of time while it is deciding what to do with its recreation site at Clapp Basin, Rennell Sound (the "Recreational Site") including the boat launch located at the Recreational Site, and it is also the intent of this Agreement that the responsibility for the Road, including the maintenance, repair and upgrade of the Road and the Culverts and Bridges shall be assumed by the Forest Service during the Term (herein defined), including ensuring the prevention of the deposit of any deleterious substances in any of the fish habitat and the avoidance of any harmful alteration, disruption or destruction of any fish habitat, in the right of way; and
- F. The right-of-way is necessary for the operation and maintenance of an undertaking of the Forest Service.

#### THE GRANTOR AND THE FOREST SERVICE NOW AGREE AS FOLLOWS:

##### 1. Grant of Right-of-Way

Now therefore, in consideration of the amount described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Forest Service now agree as follows:

For the purposes of operating, maintaining, repairing and upgrading the Road and the Culverts and Bridges, the Grantor grants to the Forest Service and to the Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), a non-exclusive right-of-way in common with the Grantor and the Grantor's employees, agents, invitees, licensees, permittees and contractors (but not members of the public) to pass and repass along, and over the right-of-way, together with the right to upgrade, repair and maintain, the Road and the Culverts and Bridges, and for the purposes herein after set out, within the right-of-way with and without vehicles suitable for the type of road, (but not for the purpose of parking vehicles or placing any vehicle or equipment so as to block any cross-road, driveway or entrance or exit ramp).

In addition to the purposes set out in the foregoing paragraph, the Road will be operated as a recreational road, but not as an industrial road, primarily for access to and from the Recreational Site, while the Forest service is deciding what to do with the Recreational Site including the boat launch located at the site. It is not the purpose and intention of the parties hereto (the "Parties") that the Road be long term or permanent and it is not the intention or purpose that the Road be either a Forest Service Road or a public road.

##### 2. Payment

During the Term, unless earlier terminated, the Forest Service will pay the Grantor

a fee of \$1.00, the receipt and sufficiency of which is hereby acknowledged, for the rights herein granted.

##### 4. Term of Agreement

- a) The term of this Agreement (the "Term") is \_\_\_\_ months and \_\_\_\_ days, commencing \_\_\_\_\_, 2011 (the "Commencement Date"), and ending on June 15, 2012.

##### 5. Promises

- a) The Forest Service will:

- (i) use, and permit the use of by the Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), the right-of-way only for the purposes set out in this Agreement including section 1 and for no other purpose without the express written consent of the Grantor;
- (ii) use, and permit the use of by Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), the right-of-way so as not to cause any damage or disturbance to the right-of-way or the Lands and in particular, but without limitation, to the natural drainage pattern of the Lands;
- (iii) undertake the maintenance, repair and upgrade of the Road and the Culverts and Bridges;
- (iv) use its best efforts to prevent, control and extinguish any fire on the Lands or any lands adjacent to the Lands, and will conform to and observe the provisions of the Forest and Range Practices Act (as amended or replaced from time to time) and any other statutes and regulations that are in force or may in the future be enacted or made regarding the prevention of fires. The Forest Service will reimburse the Grantor for any costs or expenses the Grantor incurs to fight fires for which the Forest Service's employees, agents, invitees, licensees, permittees and contractors may cause on an actual cost basis and not on the Forest Service scale;
- (v) indemnify and save harmless the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law may sustain, incur, suffer or be put to arising out of, the non performance of the Forest Service of its covenants and promises set out in this Agreement or the use of the right-of-way, including without limitation the maintenance, repair and upgrade of the Road and the Culverts and Bridges, by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors and members of the public (who in the case of the public may use the Road without permission), excepting always liability arising out of the negligent acts or negligent omissions of the Grantor, its employees, agents, invitees, licensees, permittees, contractors or any party for whom the Grantor is responsible at law taking place after the Commencement Date;
- (vi) comply with, and ensure all use of the right-of-way in all aspects complies with, all laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority governing, affecting, or in any way related to the use of the right-of-way;
- (vii) ensure that the use of the right-of-way by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors does not impair or obstruct the condition of the right-of-way;
- (viii) ensure that the right-of-way remains in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the right-of-way by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors;
- (ix) with limiting the generality of the foregoing subsections, exercise all reasonable care in undertaking the maintenance, repair and upgrade of the Road and the Culverts and Bridges to ensure their stability so as to prevent the deposit of deleterious substances in any rivers or streams in the area of the Lands and avoid any harmful alteration, disruption or destruction of fish habitat in the area of the Lands.

- (x) not claim any indemnity or compensation from the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, for any loss, damage, injury or expense (including, without limitation, in respect of bodily injury or death of any person or loss or damage to any property) caused by the condition of the right-of-way including the Road and the Culverts and Bridges, except to the extent that such loss, damage, injury or expense arises from the negligent acts or negligent omissions of the Grantor or any party for whom they are responsible at law which negligent acts or omissions take place after the Commencement Date; and for greater certainty, subject to Section 6 hereof, the Forest Service accepts the Road and the Culverts and Bridges on an as is where is basis and condition and waives any right or claim as against the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, for the condition of the Road, Culverts and Bridges as at the Commencement Date, even if due to lack of maintenance, repair or upgrading by the Grantor;
- (xi) during the Term effect and maintain all risk property and third party liability insurance which shall name the Grantor as an additional insured. Notwithstanding any other provision of this agreement, the Forest Service will be entitled to self-insure for the requirements of this section.
- (xii) at the end of the Term, the Forest Service shall deliver possession of the Road and the right-of-way (including the Culverts and Bridges) to the Grantor in the condition they are required to be maintained and kept during the Term with the gate closed, and all persons and all personal property including vehicles, trailers and campers, requiring use of the Road removed from the Recreational Site and the Lands, and the Recreational Site and Lands left in a clean and neat condition.

**b) The Grantor will:**

- (i) not do or knowingly permit to be done any act or thing which will interfere with or injure the use, construction or maintenance of the right-of-way.

**6. Initial Grantor Repairs to Culverts**

It is acknowledged and understood that prior to and possibly as at the Commencement Date, the Grantor has been logging the Lands (starting in July 2011) and may still be logging the Lands, using the Road, and that the logging may cause damage to one or more Culverts. Within 3 business days following the Commencement Date, representatives of the Parties shall inspect the Culverts and agree upon any damage caused to the Culverts by the logging carried out in July 2011 only. The Grantor agrees before it ceases logging or if it has, within 10 business days following the said inspection by the parties, to carry out repairs to any damage caused by the July 2011 logging deemed adequate for the temporary use of the Road. Once these temporary repairs have been made, the Grantor's responsibility for the condition of Culvert or Culverts including the temporary repairs shall pass to and be assumed by the Forest Service

**7. No Assignment**

Nether Party will assign this Agreement.

**8. Notice**

Any notice, document or communication required or permitted to be given under this agreement must be in writing and will be deemed to have been given if delivered by hand, courier, or double-registered mail to the party to whom it is to be given as follows:

**To the Province:**

District Manager  
Ministry of Forests, Lands and Natural Resource Operations  
Haida Gwaii District  
Queen Charlotte City  
British Columbia V0T 1S0

**To the Grantor:**

Kagan Bay Properties Limited (need contact name, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, British Columbia V \_\_\_\_\_ [Ntd: to be completed]

or at such other addresses as the Parties hereto may from time to time designate in writing.

**9. Defaults**

If the Forest Service, its employees, agents, invitees, licensees, permittees and contractors default in the observance and performance of any material term and condition contained in this Agreement and such default is not remedied within a 5 business days time after the Grantor has given notice to the Forest Service specifying the default and requesting it be cured, the Grantor may, suspend all rights of the Forest Service under this Agreement while this default continues. While its rights under this Agreement are suspended, the Forest Service will have no right to enter upon the right-of-way or to exercise any of the rights granted to it under this Agreement, except as required to cure the default. Any failure by the Grantor to exercise its rights with respect to any particular default of the Forest Service shall not operate as a waiver of its rights with respect to any continuing subsequent default.

**10. Entire Agreement**

This Agreement constitutes the entire agreement between the Grantor and the Forest Service regarding the right-of-way and supersedes all prior agreements and understandings between them. There are no representations, promises, agreements or understandings between the Grantor and the Forest Service concerning the right-of-way that are not expressly set out in this Agreement.

**11. Enurement**

This Agreement will enure to the benefit of and be binding upon the Grantor and the Forest Service and their respective successors and permitted assigns. The word *Grantor* is deemed to include the successors and permitted assigns, wherever the context so admits.



**12. Governing Law**

This Agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia.

IN WITNESS WHEREOF the Parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers or attorneys effective the day and year first recited above.

Witnesses

Parties' Signatures

Signature \_\_\_\_\_

Printed name of witness \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

Officer signature \_\_\_\_\_

**Kagan Bay Properties Limited No. 671692**  
By its Authorized Signatory(ies)

**Her Majesty the Queen in Right of the Province of  
British Columbia as represented by the Minister  
of Forests, Lands and Natural Resource  
Operations**

\_\_\_\_\_  
**Authorized Signatory**  
**Len Munt**  
**District Manager**  
**Haida Gwaii District**

**Clifford, Bill X FLNR:EX**

---

**From:** Moen, Milaine FIN:EX  
**Sent:** Wednesday, August 3, 2011 11:12 AM  
**To:** Clifford, Bill X FLNR:EX  
**Subject:** RE: Kagan Bay and Forest Service Clapp Basin Rd. ROW Agr.

You bet Bill, nappy to help!

---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Wednesday, August 3, 2011 11:10 AM  
**To:** Moen, Milaine FIN:EX  
**Cc:** Munt, Leonard A FLNR:EX  
**Subject:** RE: Kagan Bay and Forest Service Clapp Basin Rd. ROW Agr.

Thanks again Milaine.

Bill

---

**From:** Moen, Milaine FIN:EX  
**Sent:** Wednesday, August 3, 2011 11:10 AM  
**To:** Clifford, Bill X FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX  
**Subject:** RE: Kagan Bay and Forest Service Clapp Basin Rd. ROW Agr.

Sorry about that Bill – I missed sending the attachment!

Regards,  
Milaine

Milaine Moen, CIP, CRM  
Senior Risk Management Consultant  
Risk Management Branch & Government Security Office  
Ministry of Finance  
ph 250 356-1384 fax 250 356-6222

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---

**From:** Moen, Milaine FIN:EX  
**Sent:** Wednesday, August 3, 2011 11:04 AM  
**To:** Clifford, Bill X FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX  
**Subject:** FW: Kagan Bay and Forest Service Clapp Basin Rd. ROW Agr.

Hi Bill,

Please find attached confirmation that the indemnity has been formally approved. The original will follow shortly to complete your records.

Regards,  
Milaine

Milaine Moen, CIP, CRM  
Senior Risk Management Consultant  
Risk Management Branch & Government Security Office  
Ministry of Finance  
ph 250 356-1384 fax 250 356-6222

Page 023 to/à Page 024

Withheld pursuant to/removed as

s.14;s.13;s.17

Page 025

Withheld pursuant to/removed as

s.14;s.22;s.13;s.17

Bill Clifford  
A/Senior Project Manager  
Forest Tenures Branch  
Ministry Forests, Lands & Natural Resource Operations  
3rd Floor - 1810 Blanshard Street  
Victoria, BC V8T 4J1

August 2, 2011

INDE 1.0  
120550

Re: Indemnity Approval

Pursuant to section 1 of the Guarantees and Indemnities Regulation, BC Reg. 258/87, as amended, I, Phil Grewar, Executive Director of the Risk Management Branch, of the Ministry of Finance, do hereby give my written assurance that the proposal for the indemnity(s) in the Recreational Road Right of Way Agreement between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Forests, Lands and Natural Resource Operations and Kagan Bay Properties Limited with respect to the request for delay of decommissioning of a road (including related culverts and bridges; located on land legally described as: PID 010-916-954 District Lot 31 Queen Charlotte District and PID: 010-916-903 District Lot 30 Queen Charlotte District except the northerly 30 chains) and permission for the Province to use and maintain the road on an interim basis until June 15, 2012 until a determination can be made as to the future of the recreational site at Clapp Basin, Rennell Sound, has been reviewed and accepted by the Risk Management Branch.



Phil Grewar  
Executive Director  
Risk Management Branch  
Ministry of Finance

PJG/MMM/ad

Attachments

pc: Terry Gelinias  
Chief Financial Officer  
Ministry Forests, Lands & Natural Resource Operations



## RECREATIONAL ROAD RIGHT OF WAY AGREEMENT

This Agreement dated for reference \_\_\_\_\_, 20\_\_\_\_, is made:

**BETWEEN:** Kagan Bay Properties Limited No. 671692, 2900-500 Burrard Street,  
Vancouver, British Columbia, V6C 0A3

("the Grantor")

### OF THE FIRST PART

**AND:** HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA,  
AS REPRESENTED BY THE MINISTER OF FOREST, LANDS AND  
NATURAL RESOURCE OPERATIONS, c/o District Manager, Haida  
Gwaii District, Queen Charlotte City, British Columbia, V0T 1S0

(the "Forest Service")

### OF THE SECOND PART

#### WHEREAS:

A. The Grantor is the registered owner of land legally described as:

PID: 010-916-954 District Lot 31 Queen Charlotte District

PID: 010-916-903 District Lot 30 Queen Charlotte District except the northerly 30 chains

(the "Lands")

- B. The Grantor owns a private road (the "Road") constructed on a portion of the Lands, which Road passes over a number of culverts and bridges; some of which are considered fish habitat (the "Culverts and Bridges");
- C. The Grantor does not wish to continue with the Road and to minimize any possible liability, including environmental, wishes to decommission the Road, including removing the Culverts and Bridges;
- D. The Forest Service has requested the Grantor to delay the decommissioning of the Road including removal of the Culverts and Bridges, and to grant to the Forest Service on the terms and conditions including the purposes set out in this Agreement, a right-of-way (the "right-of-way") over the Road

which exists within the Lands at the date of this Agreement;

- E. The purpose and intent of this Agreement is to allow the Forest Service to use the Road during a short period of time while it is deciding what to do with its recreation site at Clapp Basin, Lennell Sound (the "Recreational Site") including the boat launch located at the Recreational Site, and it is also the intent of this Agreement that the responsibility for the Road, including the maintenance, repair and upgrade of the Road and the Culverts and Bridges shall be assumed by the Forest Service during the Term (herein defined), including ensuring the prevention of the deposit of any deleterious substances in any of the fish habitat and the avoidance of any harmful alteration, disruption or destruction of any fish habitat, in the right of way; and
- F. The right-of-way is necessary for the operation and maintenance of an undertaking of the Forest Service.

#### THE GRANTOR AND THE FOREST SERVICE NOW AGREE AS FOLLOWS:

##### 1. Grant of Right-of-Way

Now therefore, in consideration of the amount described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Forest Service now agree as follows:

For the purposes of operating, maintaining, repairing and upgrading the Road and the Culverts and Bridges, the Grantor grants to the Forest Service and to the Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), a non-exclusive right-of-way in common with the Grantor and the Grantor's employees, agents, invitees, licensees, permittees and contractors (but not members of the public) to pass and repass along, and over the right-of-way, together with the right to upgrade, repair and maintain, the Road and the Culverts and Bridges, and for the purposes herein after set out, within the right-of-way with and without vehicles suitable for the type of road, (but not for the purpose of parking vehicles or placing any vehicle or equipment so as to block any cross-road, driveway or entrance or exit ramp).

In addition to the purposes set out in the foregoing paragraph, the Road will be operated as a recreational road, but not as an industrial road, primarily for access to and from the Recreational Site, while the Forest service is deciding what to do with the Recreational Site including the boat launch located at the site. It is not the purpose and intention of the parties hereto (the "Parties") that the Road be long term or permanent and it is not the intention or purpose that the Road be either a Forest Service Road or a public road.

##### 2. Payment

During the Term, unless earlier terminated, the Forest Service will pay the Grantor

a fee of \$1.00, the receipt and sufficiency of which is hereby acknowledged, for the rights herein granted.

##### 4. Term of Agreement

- a) The term of this Agreement (the "Term") is \_\_\_\_\_ months and \_\_\_\_\_ days, commencing \_\_\_\_\_, 2011 (the "Commencement Date"), and ending on June 15, 2012.

##### 5. Promises

- a) The Forest Service will:

- (i) use, and permit the use of by the Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), the right-of-way only for the purposes set out in this Agreement including section 1 and for no other purpose without the express written consent of the Grantor;
- (ii) use, and permit the use of by Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), the right-of-way so as not to cause any damage or disturbance to the right-of-way or the Lands and in particular, but without limitation, to the natural drainage pattern of the Lands;
- (iii) undertake the maintenance, repair and upgrade of the Road and the Culverts and Bridges;
- (iv) use its best efforts to prevent, control and extinguish any fire on the Lands or any lands adjacent to the Lands, and will conform to and observe the provisions of the Forest and Range Practices Act (as amended or replaced from time to time) and any other statutes and regulations that are in force or may in the future be enacted or made regarding the prevention of fires. The Forest Service will reimburse the Grantor for any costs or expenses the Grantor incurs to fight fires for which the Forest Service's employees, agents, invitees, licensees, permittees and contractors may cause on an actual cost basis and not on the Forest Service scale;
- (v) indemnify and save harmless the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law may sustain, incur, suffer or be put to arising out of, the non performance of the Forest Service of its covenants and promises set out in this Agreement or the use of the right-of-way, including without limitation the maintenance, repair and upgrade of the Road and the Culverts and Bridges, by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors and members of the public (who in the case of the public may use the Road without permission), excepting always liability arising out of the negligent acts or negligent omissions of the Grantor, its employees, agents, invitees, licensees, permittees, contractors or any party for whom the Grantor is responsible at law taking place after the Commencement Date;
- (vi) comply with, and ensure all use of the right-of-way in all aspects complies with, all laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority governing, affecting, or in any way related to the use of the right-of-way;
- (vii) ensure that the use of the right-of-way by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors does not impair or obstruct the condition of the right-of-way;
- (viii) ensure that the right-of-way remains in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the right-of-way by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors;
- (ix) with limiting the generality of the foregoing subsections, exercise all reasonable care in undertaking the maintenance, repair and upgrade of the Road and the Culverts and Bridges to ensure their stability so as to prevent the deposit of deleterious substances in any rivers or streams in the area of the Lands and avoid any harmful alteration, disruption or destruction of fish habitat in the area of the Lands.



- (x) not claim any indemnity or compensation from the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, for any loss, damage, injury or expense (including, without limitation, in respect of bodily injury or death of any person or loss or damage to any property) caused by the condition of the right-of-way including the Road and the Culverts and Bridges, except to the extent that such loss, damage, injury or expense arises from the negligent acts or negligent omissions of the Grantor or any party for whom they are responsible at law which negligent acts or omissions take place after the Commencement Date; and for greater certainty, subject to Section 6 hereof, the Forest Service accepts the Road and the Culverts and Bridges on an as is where is basis and condition and waives any right or claim as against the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, for the condition of the Road, Culverts and Bridges as at the Commencement Date, even if due to lack of maintenance, repair or upgrading by the Grantor;
- (xi) during the Term effect and maintain all risk property and third party liability insurance which shall name the Grantor as an additional insured. Notwithstanding any other provision of this agreement, the Forest Service will be entitled to self-insure for the requirements of this section.
- (xii) at the end of the Term, the Forest Service shall deliver possession of the Road and the right-of-way (including the Culverts and Bridges) to the Grantor in the condition they are required to be maintained and kept during the Term with the gate closed, and all persons and all personal property including vehicles, trailers and campers, requiring use of the Road removed from the Recreational Site and the Lands, and the Recreational Site and Lands left in a clean and neat condition.

**b) The Grantor will:**

- (i) not do or knowingly permit to be done any act or thing which will interfere with or injure the use, construction or maintenance of the right-of-way.

**6. Initial Grantor Repairs to Culverts**

It is acknowledged and understood that prior to and possibly as at the Commencement Date, the Grantor has been logging the Lands (starting in July 2011) and may still be logging the Lands, using the Road, and that the logging may cause damage to one or more Culverts. Within 3 business days following the Commencement Date, representatives of the Parties shall inspect the Culverts and agree upon any damage caused to the Culverts by the logging carried out in July 2011 only. The Grantor agrees before it ceases logging or if it has, within 10 business days following the said inspection by the parties, to carry out repairs to any damage caused by the July 2011 logging deemed adequate for the temporary use of the Road. Once these temporary repairs have been made, the Grantor's responsibility for the condition of Culvert or Culverts including the temporary repairs shall pass to and be assumed by the Forest Service

**7. No Assignment**

Nether Party will assign this Agreement.

**8. Notice**

Any notice, document or communication required or permitted to be given under this agreement must be in writing and will be deemed to have been given if delivered by hand, courier, or double-registered mail to the party to whom it is to be given as follows:

**To the Province:**

District Manager  
Ministry of Forests, Lands and Natural Resource Operations  
Haida Gwaii District  
Queen Charlotte City  
British Columbia V0T 1S0

**To the Grantor:**

Kagan Bay Properties Limited (need contact name, etc.)

\_\_\_\_\_  
\_\_\_\_\_, British Columbia V\_\_\_\_\_ [Ntd: to be completed]

or at such other addresses as the Parties hereto may from time to time designate in writing.

**9. Defaults**

If the Forest Service, its employees, agents, invitees, licensees, permittees and contractors default in the observance and performance of any material term and condition contained in this Agreement and such default is not remedied within a 5 business days time after the Grantor has given notice to the Forest Service specifying the default and requesting it be cured, the Grantor may, suspend all rights of the Forest Service under this Agreement while this default continues. While its rights under this Agreement are suspended, the Forest Service will have no right to enter upon the right-of-way or to exercise any of the rights granted to it under this Agreement, except as required to cure the default. Any failure by the Grantor to exercise its rights with respect to any particular default of the Forest Service shall not operate as a waiver of its rights with respect to any continuing subsequent default.

**10. Entire Agreement**

This Agreement constitutes the entire agreement between the Grantor and the Forest Service regarding the right-of-way and supersedes all prior agreements and understandings between them. There are no representations, promises, agreements or understandings between the Grantor and the Forest Service concerning the right-of-way that are not expressly set out in this Agreement.

**11. Enurement**

This Agreement will enure to the benefit of and be binding upon the Grantor and the Forest Service and their respective successors and permitted assigns. The word *Grantor* is deemed to include the successors and permitted assigns, wherever the context so admits.

**12. Governing Law**

This Agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia.

IN WITNESS WHEREOF the Parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers or attorneys effective the day and year first recited above.

**Witnesses**

Signature \_\_\_\_\_

Printed name of witness \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

Officer signature \_\_\_\_\_

**Parties' Signatures**

**Kagan Bay Properties Limited No. 671692**  
By its Authorized Signatory(ies)

\_\_\_\_\_

\_\_\_\_\_

**Her Majesty the Queen in Right of the Province of  
British Columbia as represented by the Minister  
of Forests, Lands and Natural Resource  
Operations**

\_\_\_\_\_  
**Authorized Signatory**  
**Len Munt**  
**District Manager**  
**Haida Gwaii District**

Page 033

Withheld pursuant to/removed as

s.22;s.21;s.13;s.17

Page 034

Withheld pursuant to/removed as

s.14;s.22;s.21;s.13;s.17

Vancouver Calgary Toronto Ottawa Montréal Québec London Paris Johannesburg

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Page 036 to/à Page 038

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s.14;s.22;s.21;s.13;s.17

Page 039

Withheld pursuant to/removed as

s.14;s.21;s.13;s.17



Page 040

Withheld pursuant to/removed as

s.14;s.22;s.21;s.13;s.17

Page 041

Withheld pursuant to/removed as

s.3

**Clifford, Bill X FLNR:EX**

---

**From:** Munt, Leonard A FLNR:EX  
**Sent:** Tuesday, July 19, 2011 11:45 AM  
**To:** Clifford, Bill X FLNR:EX; Duke, Larry A FLNR:EX  
**Cc:** Tataryn, Paul FLNR:EX  
**Subject:** FW: Antwort: Delayed

**Importance:** High

Bill,

Larry is back and working on this, but we have a time issue - do you see any show stoppers

Leonard Munt

District Manager, Haida Gwaii Natural Resource District Ministry of Forest, Lands and  
Natural Resource Operations Box 39 QCC, BC, V0T 1S0

Tel: 250-559-6202 Fax: 250-559-8342

Email: Leonard.Munt@gov.bc.ca

"It is beneath human dignity to lose one's individuality and become a mere cog in the  
machine"

Gandhi

-----Original Message-----

**From:** Jan.Siebert@eisenmann.com s.22  
**Sent:** Tuesday, July 19, 2011 11:25 AM  
**To:** Munt, Leonard A FLNR:EX  
**Cc:** jpiers@fasken.com; s.22  
**Subject:** Antwort: Delayed  
**Importance:** High

+++confidential message

Len,

s.13,s.16,s.17,s.21

Von: "Munt, Leonard A FLNR:EX" <Leonard.Munt@gov.bc.ca>  
An: s.22 s.22  
Datum: 14.07.2011 21:09  
Betreff: Delayed

s.22

I will not be able to get the material to you until middle of next week.  
Larry has been delayed in his travels - will get it asap.

Len

s.22



**Clifford, Bill X FLNR:EX**

---

**From:** Munt, Leonard A FLNR:EX  
**Sent:** Monday, July 11, 2011 7:49 AM  
**To:** Clifford, Bill X FLNR:EX  
**Cc:** Tataryn, Paul FLNR:EX  
**Subject:** RE: Antwort: FW: Antwort: Clapp Basin

**Importance:** High

s.13

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District Ministry of Forest, Lands and  
Natural Resource Operations Box 39 QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: Leonard.Munt@gov.bc.ca

-----Original Message-----

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Friday, July 8, 2011 4:04 PM  
**To:** Munt, Leonard A FLNR:EX; Tataryn, Paul FLNR:EX  
**Subject:** RE: Antwort: FW: Antwort: Clapp Basin

s.13,s.14,s.17

Bill

---

**From:** Munt, Leonard A FLNR:EX  
**Sent:** July 8, 2011 3:07 PM  
**To:** Clifford, Bill X FLNR:EX; Tataryn, Paul FLNR:EX  
**Subject:** FW: Antwort: FW: Antwort: Clapp Basin

Bill,

Do you have any thoughts on the comments below - specifically around total indemnity  
clause they wish to have?

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District Ministry of Forest, Lands and  
Natural Resource Operations Box 39 QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: Leonard.Munt@gov.bc.ca

-----Original Message-----

**From:** s.22  
**Sent:** Friday, July 8, 2011 2:36 AM  
**To:** Munt, Leonard A FLNR:EX  
**Cc:** jpiers@fasken.com; s.22

Page 046

Withheld pursuant to/removed as

s.14;s.22;s.21;s.13;s.17

Let's use this first rough draft for discussion.

Leonard Munt

District Manager, Haida Gwaii Natural Resource District Ministry of Forest, Lands and  
Natural Resource Operations Box 39 QCC, BC, V0T 1S0

Tel: 250-559-6202 Fax: 250-559-8342

Email: Leonard.Munt@gov.bc.ca

-----Original Message-----

From: Clifford, Bill X FLNR:EX

Sent: Wednesday, July 6, 2011 10:48 AM

To: Munt, Leonard A FLNR:EX; Tataryn, Paul FLNR:EX

Cc: Duke, Larry A FLNR:EX

Subject: RE: Antwort: Clapp Basin

Len/Paul:

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Bill

-----Original Message-----

From: Munt, Leonard A FLNR:EX

Sent: Tuesday, July 5, 2011 7:53 AM

To: Clifford, Bill X FLNR:EX; Tataryn, Paul FLNR:EX

Cc: Duke, Larry A FLNR:EX

Subject: RE: Antwort: Clapp Basin

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Thanks

Leonard Munt

District Manager, Haida Gwaii Natural Resource District Ministry of Forest, Lands and  
Natural Resource Operations Box 39 QCC, BC, V0T 1S0

Tel: 250-559-6202 Fax: 250-559-8342

Email: Leonard.Munt@gov.bc.ca

-----Original Message-----

From: Clifford, Bill X FLNR:EX

Sent: Tuesday, July 5, 2011 7:41 AM

To: Munt, Leonard A FLNR:EX; Tataryn, Paul FLNR:EX

Subject: RE: Antwort: Clapp Basin

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Hope this helps. If you wish us to put together a document to encompass the above issues in concert with your Engineering Manager let me know and we will knock out a draft for you.

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From: Munt, Leonard A FLNR:EX  
Sent: Monday, July 4, 2011 10:03 AM  
To: Tataryn, Paul FLNR:EX; Clifford, Bill X FLNR:EX  
Subject: FW: Antwort: Clapp Basin

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Thoughts?

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-----Original Message-----

From: s.22 s.12,s.22  
Sent: Monday, July 4, 2011 9:51 AM  
To: Munt, Leonard A FLNR:EX  
Cc: jpiers@fasken.com; s.22  
Subject: Antwort: Clapp Basin

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Best regards,

s.22

Von: "Munt. Leonard A FLNR:EX" <Leonard.Munt@gov.bc.ca>  
An: s.22  
Kopie:  
Datum: 30.06.2011 18:31  
Betreff: Clapp Basin

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Look forward to our chat next week.

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Tel: 250-559-6202 Fax: 250-559-8342  
Email: Leonard.Munt@gov.bc.ca

Page 051 to/à Page 052

Withheld pursuant to/removed as

s.22

**Clifford, Bill X FLNR:EX**

---

**From:** Munt, Leonard A FLNR:EX  
**Sent:** Friday, July 8, 2011 3:08 PM  
**To:** Clifford, Bill X FLNR:EX; Tataryn, Paul FLNR:EX  
**Subject:** FW: Antwort: FW: Antwort: Clapp Basin

**Importance:** High

Bill,

Do you have any thoughts on the comments below - specifically around total indemnity clause they wish to have?

Leonard Munt

District Manager, Haida Gwaii Natural Resource District Ministry of Forest, Lands and Natural Resource Operations Box 39 QCC, BC, V0T 1S0

Tel: 250-559-6202 Fax: 250-559-8342

Email: Leonard.Munt@gov.bc.ca

-----Original Message-----

From: s.22

Sent: Friday, July 8, 2011 2:36 AM

To: Munt, Leonard A FLNR:EX

Cc: jpiers@fasken.com; s.22

Subject: Antwort: FW: Antwort: Clapp Basin

Importance: High

Len,

s.13,s.14,s.17,s.21

Von: "Munt, Leonard A FLNR:EX" <Leonard.Munt@gov.bc.ca>  
An: "s.22"  
Datum: 07.07.2011 20:24  
Betreff: FW: Antwort: Clapp Basin

Let's use this first rough draft for discussion.

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District Ministry of Forest, Lands and  
Natural Resource Operations Box 39 QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: Leonard.Munt@gov.bc.ca

-----Original Message-----

From: Clifford, Bill X FLNR:EX  
Sent: Wednesday, July 6, 2011 10:48 AM  
To: Munt, Leonard A FLNR:EX; Tataryn, Paul FLNR:EX  
Cc: Duke, Larry A FLNR:EX  
Subject: RE: Antwort: Clapp Basin

Len/Paul:

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Bill

-----Original Message-----

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Sent: Tuesday, July 5, 2011 7:53 AM  
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Cc: Duke, Larry A FLNR:EX  
Subject: RE: Antwort: Clapp Basin

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-----Original Message-----

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Sent: Tuesday, July 5, 2011 7:41 AM  
To: Munt, Leonard A FLNR:EX; Tataryn, Paul FLNR:EX  
Subject: RE: Antwort: Clapp Basin

We can certainly put together a statutory right of way agreement to fit this situation but would need to discuss the particular of some of the issues being presented. My comments are as follows:

s.13,s.17,s.22

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Subject: FW: Antwort: Clapp Basin

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Thoughts?

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-----Original Message-----

From: s.22 s.22  
Sent: Monday, July 4, 2011 9:51 AM  
To: Munt, Leonard A FLNR:EX  
Cc: jpiers@fasken.com; s.22  
Subject: Antwort: Clapp Basin

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FNR-2015-5070557 of 233Timber

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Tel: 250-559-6202 Fax: 250-559-8342

Email: Leonard.Munt@gov.bc.ca

s.22

Page 067 to/à Page 075

Withheld pursuant to/removed as

s.14;s.21;s.13;s.17

Page 076

Withheld pursuant to/removed as

s.14;s.13;s.17

Page 077

Withheld pursuant to/removed as

s.14;s.22;s.21;s.13;s.17

Page 078

Withheld pursuant to/removed as

s.14;s.13;s.17

Page 079 to/à Page 086

Withheld pursuant to/removed as

s.14;s.22;s.21;s.13;s.17

**Clifford, Bill X FLNR:EX**

---

**From:** Munt, Leonard A FLNR:EX  
**Sent:** Thursday, July 21, 2011 1:35 PM  
**To:** 'Piers\_James D.'  
**Cc:** Clifford, Bill X FLNR:EX; Tataryn, Paul FLNR:EX; Duke, Larry A FLNR:EX  
**Subject:** RE: Clapp Basin Road, ROW Agr. s.13,s.14

Connecting

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District  
Ministry of Forest, Lands and Natural Resource Operations  
Box 39  
QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: [Leonard.Munt@gov.bc.ca](mailto:Leonard.Munt@gov.bc.ca)

"It is beneath human dignity to lose one's individuality and become a mere cog in the machine"  
Gandhi

**From:** Piers\_James D. [<mailto:jpiers@fasken.com>]  
**Sent:** Thursday, July 21, 2011 1:32 PM  
**To:** Munt, Leonard A FLNR:EX  
**Subject:** Clapp Basin Road, ROW Agr.

Len, I am hoping to get the agreement with our changes out tonight. Could I please have Bill's email. Thx. Jim

James D. Piers\*  
Partner  
Fasken Martineau DuMoulin LLP  
Barristers & Solicitors  
Patent & Trade-mark Agents  
Vancouver, Canada  
[jpiers@fasken.com](mailto:jpiers@fasken.com)  
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Fax: 604 632 4769

Assistant: Sandra Wolsynuk  
[swolsynuk@fasken.com](mailto:swolsynuk@fasken.com)  
Tel: 604 631 3120

\*Law Corporation

Vancouver Calgary Toronto Ottawa Montréal Québec London Paris Johannesburg

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**Clifford, Bill X FLNR:EX**

---

**From:** Munt, Leonard A FLNR:EX  
**Sent:** Tuesday, July 12, 2011 9:59 AM  
**To:** Clifford, Bill X FLNR:EX  
**Cc:** Tataryn, Paul FLNR:EX  
**Subject:** RE: Antwort: FW: Antwort: Clapp Basin

Bill,

Can we put a call together to discuss the issue. s.13  
s.13

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District Ministry of Forest, Lands and  
Natural Resource Operations Box 39 QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: Leonard.Munt@gov.bc.ca

-----Original Message-----

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Monday, July 11, 2011 1:46 PM  
**To:** Munt, Leonard A FLNR:EX  
**Cc:** Tataryn, Paul FLNR:EX  
**Subject:** RE: Antwort: FW: Antwort: Clapp Basin

s.13

Bill

---

**From:** Munt, Leonard A FLNR:EX  
**Sent:** July 11, 2011 7:49 AM  
**To:** Clifford, Bill X FLNR:EX  
**Cc:** Tataryn, Paul FLNR:EX  
**Subject:** RE: Antwort: FW: Antwort: Clapp Basin

s.13

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District Ministry of Forest, Lands and  
Natural Resource Operations Box 39 QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: Leonard.Munt@gov.bc.ca

-----Original Message-----

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Friday, July 8, 2011 4:04 PM  
**To:** Munt, Leonard A FLNR:EX; Tataryn, Paul FLNR:EX  
**Subject:** RE: Antwort: FW: Antwort: Clapp Basin

Page 089

Withheld pursuant to/removed as

s.14;s.22;s.21;s.13;s.17

Von: "Munt, Leonard A FLNR:EX" <Leonard.Munt@gov.bc.ca>  
An: s.22  
Datum: 07.07.2011 20:24  
Betreff: FW: Antwort: Clapp Basin

Let's use this first rough draft for discussion.

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District Ministry of Forest, Lands and  
Natural Resource Operations Box 39 QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: Leonard.Munt@gov.bc.ca

-----Original Message-----

From: Clifford, Bill X FLNR:EX  
Sent: Wednesday, July 6, 2011 10:48 AM  
To: Munt, Leonard A FLNR:EX; Tataryn, Paul FLNR:EX  
Cc: Duke, Larry A FLNR:EX  
Subject: RE: Antwort: Clapp Basin

Len/Paul:

Here is a "first run" version. When s.22 is back in the office we can fine tune it to meet your requirements and identify more accurately any conditions that need to be included to meet the objectives and in a form that you can provide to the other party for review. In the meantime, please have a quick look and provide any comments you wish. Note that the indemnity language in the agreement is standard language.

Bill

-----Original Message-----

From: Munt, Leonard A FLNR:EX  
Sent: Tuesday, July 5, 2011 7:53 AM  
To: Clifford, Bill X FLNR:EX; Tataryn, Paul FLNR:EX  
Cc: Duke, Larry A FLNR:EX  
Subject: RE: Antwort: Clapp Basin

Based on the note - please knock out a draft. s.22 is away another week, so by time it is finished I would he would have returned. I also want to have the owner have a look before we invest more time. Just to ensure it is going in the right direction for him.

Thanks

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District Ministry of Forest, Lands and  
Natural Resource Operations Box 39 QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: Leonard.Munt@gov.bc.ca

-----Original Message-----

From: Clifford, Bill X FLNR:EX  
Sent: Tuesday, July 5, 2011 7:41 AM  
To: Munt, Leonard A FLNR:EX; Tataryn, Paul FLNR:EX  
Subject: RE: Antwort: Clapp Basin

We can certainly put together a statutory right of way agreement to fit this situation but would need to discuss the particular of some of the issues being presented. My comments are as follows:

s.13,s.14,s.17

Ad3)No comment

Ad4)No comment

Hope this helps. If you wish us to put together a document to encompass the above issues in concert with your Engineering Manager let me know and we will knock out a draft for you.

Bill

-----Original Message-----

From: Munt, Leonard A FLNR:EX  
Sent: Monday, July 4, 2011 10:03 AM  
To: Tataryn, Paul FLNR:EX; Clifford, Bill X FLNR:EX  
Subject: FW: Antwort: Clapp Basin

Paul and B. ,

Here are the notes back from the owners of the private piece of property.

Thoughts?

Leonard Munt

District Manager, Haida Gwaii Natural Resource District Ministry of Forest, Lands and  
Natural Resource Operations Box 39 QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: Leonard.Munt@gov.bc.ca

-----Original Message-----

From: s.22 s.22  
Sent: Monday, July 4, 2011 9:51 AM  
To: Munt, Leonard A FLNR:EX  
Cc: jpiers@fasken.com; s.22  
Subject: Antwort: Clapp Basin

Dear Len,

here are my preliminary comments, without any compromise, since I had no chance to talk to the ultimate owner yet. Please do not use as official statement. These are my personal thoughts, and they are probably not complete yet but may be a good beginning to arrive at a mutual plan.

ad1)

a. This agreement would clearly have to take all liability and maintenance cost away from us for the time it is valid. As to liability, we would want a complete indemnity from the Government for any loss or damage suffered by Kagan including 3rd party claims (like insurance).

b. Maintenance/ repair measures initiated by the gov't must not lead to an increase of the cost we incur for the removal of the bridges/ culverts compared to the cost we would incur if we removed them today.

c. The 1 year extension will only be applicable if both parties agree on it. We need clarity 60 days before next year's fishery window starts.

ad2) s.22 will be available from time to time, according to his normal presence in QC. Apart from this, and if he would be needed on a more frequent basis, cost if any must be borne by the govt.

ad3) I see this as your job, since you are looking at a solution that works without using our land. We have no resources to take part in this. Of course you will always be able to contact myself or other representatives of the owner for shorter discussions or exchange of thought.

ad4) Agreed, cp. (3)

new5) Since we cannot control what happens during this year, we need clarity that once the deal ends we will not have to deal with parked vehicles, junk and trash. In other words: Once the deal ends, the road must be handed over cleaned up and with closed gate.

new6) So far, the owner's position has always been not to sell the property. Since on the phone I understood that your plan was to find a solution that works without using our land, this should still be condition. Meanwhile, I will ask our owner if there is any mind change.

Please let me know what you think about this. Meanwhile, I will keep trying to reach the ultimate owner and will revert as soon as I have talked to him.

Could you meanwhile please indicate what higher approvals you will need to make this type of deal, including giving Kagan Bay a full indemnity and getting approval for spending the money required to repair/ maintain the road? Time is of high essence for us, since the fishery window is already 1/4 over and we have to proceed with our plan if we should find out this appreciated initiative does not work.

Best regards,  
s.22

Von: "Munt, Leonard A FLNR:EX" <Leonard.Munt@gov.bc.ca>  
An: s.22  
Kopie:  
Datum: 30.06.2011 18:31  
Betreff: Clapp Basin

s.22

Here is my progress and thinking so far:

1. Overall, what I would like to do, to relieve some of the pressure is  
move to work with you to have an Road-Right-Away Agreement, between you (the private owner) and the Provincial Government. This agreement would be for one year, with a provision in this agreement that it could be extended. The extension would be part of larger Rennell Sound Recreation Plan that will take into account developing a solution to the current issues.
2. To make this happen, I would like to see my engineer in concert with  
your representative s.22 assess the road together for potential fixes that would reduce our risk for this season. This will also include the work your biologist is currently doing. I would be willing to invest into these fixes, should they turn out to be reasonable.
3. I think it important that during this season and during the winter we  
develop a longer range plan for the area taking into consideration the recreation assets on the Rennell Sound side, costs and for me, it will include satisfying public needs and how best to do that.

4. This plan would be developed by the Provincial Government and the Council of the Haida Nation in concert with you.

I am still working on this issue, but promised you something by today. Can we use this for our conversation next week and firm something up.

My last question would be - as part of the plan, would you as the current owner be willing to sell the property?

Look forward to our chat next week.

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District Ministry of Forest, Lands and  
Natural Resource Operations Box 39 QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: Leonard.Munt@gov.bc.ca

s.22





**Clifford, Bill X FLNR:EX**

---

From: Clifford, Bill X FLNR:EX  
Sent: Wednesday, July 6, 2011 10:48 AM  
To: Munt, Leonard A FLNR:EX; Tataryn, Paul FLNR:EX  
Cc: Duke, Larry A FLNR:EX  
Subject: RE: Antwort: Clapp Basin  
Attachments: KaganBay RW Agreement.doc

Len/Paul:

Here is a "first run" version. When s.22 is back in the office we can fine tune it to meet your requirements and identify more accurately any conditions that need to be included to meet the objectives and in a form that you can provide to the other party for review. In the meantime, please have a quick look and provide any comments you wish. Note that the indemnity language in the agreement is standard language.

Bill

-----Original Message-----

From: Munt, Leonard A FLNR:EX  
Sent: Tuesday, July 5, 2011 7:53 AM  
To: Clifford, Bill X FLNR:EX; Tataryn, Paul FLNR:EX  
Cc: Duke, Larry A FLNR:EX  
Subject: RE: Antwort: Clapp Basin

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Thanks

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District Ministry of Forest, Lands and  
Natural Resource Operations Box 39 QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: Leonard.Munt@gov.bc.ca

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s.13,s.17,s.22

Ad3)No comment

Ad4)No comment

Hope this helps. If you wish us to put together a document to encompass the above issues in concert with your Engineering Manager let me know and we will knock out a draft for you.

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-----Original Message-----

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Subject: FW: Antwort: Clapp Basin

Paul and Bill,

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Thoughts?

Leonard Munt  
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Natural Resource Operations Box 39 QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
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-----Original Message-----

From: s.22 s.22  
Sent: Monday, July 4, 2011 9:51 AM  
To: Munt, Leonard A FLNR:EX  
Cc: jpiers@fasken.com; s.22  
Subject: Antwort: Clapp Basin

Dear Len,

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ad3) I see this as your job, since you are looking at a solution that works without using our land. We have no resources to take part in this. Of course you will always be able to contact myself or other representatives of the owner for shorter discussions or exchange of thought.

ad4) Agreed, cp. (3)

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Meanwhile, I will ask our owner if there is any mind change.

Please let me know what you think about this. Meanwhile, I will keep trying to reach the ultimate owner and will revert as soon as I have talked to him.

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Best regards,  
s.22

Von: "Munt, Leonard A FLNR:EX" <Leonard.Munt@gov.bc.ca>  
An: s.22  
Kopie:  
Datum: 30.06.2011 18:31  
Betreff: Clapp Basin

Jan,

Here is my progress and thinking so far:

1. Overall, what I would like to do, to relieve some of the pressure is move to work with you to have an Road-Right-Away Agreement, between you (the private owner) and the Provincial Government. This agreement would be for one year, with a provision in this agreement that it could be extended. The extension would be part of larger

Rennell Sound Recreation Plan that will take into account developing a solution to the current issues.

2. To make this happen, I would like to see my engineer in concert with your representative s.22 assess the road together for potential fixes that would reduce our risk for this season. This will also include the work your biologist is currently doing. I would be willing to invest into these fixes, should they turn out to be reasonable.
3. I think it important that during this season and during the winter we develop a longer range plan for the area taking into consideration the recreation assets on the Rennell Sound side, costs and for me, it will include satisfying public needs and how best to do that.
4. This plan would be developed by the Provincial Government and the Council of the Haida Nation in concert with you.

I am still working on this issue, but promised you something by today. Can we use this for our conversation next week and firm something up.

My last question would be - as part of the plan, would you as the current owner be willing to sell the property?

Look forward to our chat next week.

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District Ministry of Forest, Lands and  
Natural Resource Operations Box 39 QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: Leonard.Munt@gov.bc.ca



## Enemark, Peggy FLNR:EX

---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Tuesday, June 10, 2014 9:09 AM  
**To:** Enemark, Peggy FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX; Longbottom, Lauren JAG:EX  
**Subject:** Re: Kagan Bay agreement (project 8229-00)

Hi Peggy  
Thanks for the note. Yes, s.13,s.16  
Thank you.

Larry Duke  
Engineering & Recreation Officer  
Haïda Gwaii District

On Jun 10, 2014, at 9:00 AM, "Enemark, Peggy FLNR:EX" <[Peggy.Enemark@gov.bc.ca](mailto:Peggy.Enemark@gov.bc.ca)> wrote:

Hi Larry,

This may seem like an obvious question to you but we always confirm with the District with these issues and given the sensitivities around this one, I thought it would be prudent to get your confirmation.

As you know, the Kagan Bay recreational right-of-way agreement is about to expire June 15<sup>th</sup>. Please confirm that I should allow this to agreement to terminate and cancel.

Thanks,  
Peggy

**Peggy Enemark, RI**  
Project Coordinator, Forest Land Acquisitions  
Forest Tenures Branch  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
**Phone:** 250-387-8624 **Fax:** 250-387-6445

*Commissioner for Taking Affidavits for British Columbia No. 2012-1192*

Page 102 to/à Page 118

Withheld pursuant to/removed as

s.14;s.13

## **Enemark, Peggy FLNR:EX**

---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Friday, April 11, 2014 2:24 PM  
**To:** Enemark, Peggy FLNR:EX  
**Subject:** RE: Help with old info

Hi Peggy,  
Here is the information on the lots:

PID: 010-916-954 District Lot 31 Queen Charlotte District  
PID: 010-916-903 District Lot 30 Queen Charlotte District

Thanks!

---

### **Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342  
Cell: (778) 260-0071

"Material and opinions contained herein are solely those of the author and do not necessarily represent in whole or in part the position of the BC Ministry of Forests, Lands and Natural Resource Operations".

---

**From:** Enemark, Peggy FLNR:EX  
**Sent:** Friday, April 11, 2014 9:48 AM  
**To:** Duke, Larry A FLNR:EX  
**Subject:** RE: Help with old info

Hi, Larry.

Haven't located a file under Clapp Road or Clapp Basin Road so can you send me a sketch of the area of the Clapp Basin Road? Also, do you believe this to be a FSR or a public road?

NR

Cheers,  
Peggy

**Peggy Enemark**  
Project Coordinator, Forest Land Acquisitions  
Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
Phone: 250-387-8624 Fax: 250-387-6445



---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Friday, April 11, 2014 9:36 AM  
**To:** Enemark, Peggy FLNR:EX  
**Subject:** Help with old info

Hi Peggy,  
I'm looking for a few items and was wondering if you could help me out with them?

1. Back in 1990 Richard Johnson, Small Business Forester had Mc Elhanney complete a survey of the Clapp Basin road. SBFEP was considering this access for possible harvesting opportunities beyond. I caught up with Richard yesterday and he knows it was done in January of 1990 and that it was filed with Properties. We can only assume it was filed under the name of Clapp Road or Clapp Basin Road. I thought I'd see if this is something you could easily do a computer search on to see if it exists in your part of the world.

NR

No big rush on these as I know it involves dead file work. Just looking for copies when you get a chance,  
Call if you have any questions,  
Thanks!  
Larry.

---

**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342  
Cell: (778) 260-0071

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Page 121 to/à Page 122

Withheld pursuant to/removed as

DUPLICATE

**Addendum to the Recreational Right-of-Way Agreement dated  
for reference August 1, 2011, as amended by an Addendum  
executed by the parties in May 2012 (together, the "Agreement")  
between Kagan Bay Properties Ltd.  
(the "Grantor") and Her Majesty the Queen in Right of the  
Province of British Columbia as Represented by the Minister of  
Forests, Lands and Natural Resource Operations  
(the "Forest Service")**

In consideration of the covenants contained in the Agreement and herein, the parties hereby agree as follows:

- (a) that section 4 a) of the Agreement, being the Term of the Agreement, is hereby amended to be 2 years, 10 months and 15 days, commencing August 1, 2011 and ending on June 15, 2014;
- (b) that the Forest Service accepts the Road and the Culverts and the Bridges on an as is where is basis unconditionally from the date hereof, and waives any right or claim as against the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, for the condition of the Road, the Culverts and the Bridges as at the date hereof;
- (c) that the Forest Service may close the Road at any time by delivering written notice to the Grantor if it determines that it is too expensive to repair and maintain, provided that if the Forest Service does so, the Agreement shall continue in full force and effect throughout the Term save for the obligations contained in the Agreement for the Forest Service to continuously repair and maintain the Road (but, for certainty, subject to the obligations of the Forest Service set forth in subsections (d), (e), (f) and (g) of this Addendum);
- (d) that the Forest Service, in collaboration with the Grantor, will clean the Recreational Site as soon as it has sufficient funds to do so after the end of the 2013 season, but in any event no later than June 15, 2014 so that the Recreational Site is free of all debris at the expiry of the Term;
- (e) that the Forest Service, at the end of the 2013 season, will close the Road, and will block the Road and install a large cross ditch at the entrance to the Road;
- (f) that from early spring of 2014 to the termination of the Agreement the Forest Service will keep the cross ditch and blockage in place for the purpose of preventing people from using the Road to access the Recreational Site;
- (g) that at the end of the 2013 season they will work together to post signs indicating that the Road is closed and that access to the Recreational Site is by boat only;
- (h) that prior to the expiry of the Term the Forest Service will remove the Culvert that is closest to the Recreational Site;

- (i) that the Agreement, as amended by this Addendum, may be amended by the mutual written agreement of the parties hereto; and
- (j) capitalized terms used herein shall have the same meaning as in the Agreement unless otherwise defined herein, and once executed, this Addendum and the Agreement shall be read together as one document.

Kagan Bay Properties Limited No. 671692  
Authorized Signatory

Her Majesty the Queen In Right of the  
Province of British Columbia as represented by  
the Minister of Forests, Lands and Natural  
Resource Operations



Digitally signed by Leonard  
Munt  
DN: cn=Leonard Munt, o=Haida  
Gwaii Natural Resource District,  
ou=Ministry of Natural  
Resources Operations,  
email=leonard.munt@gov.bc.ca,  
c=CA  
Date: 2013.06.18 08:01:45 -07'00'

Leonard Munt, District Manager  
Haida Gwaii Natural Resource District

Date of signing: \_\_\_\_\_ 2013

Date of signing: \_\_\_\_\_ 2013

## **Enemark, Peggy FLNR:EX**

---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Wednesday, May 8, 2013 2:20 PM  
**To:** Enemark, Peggy FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX  
**Subject:** RE: Addendum - Recreational Right of Way Agreement - Rennell Sound FSR (project 8229)

Hi Peggy,

We haven't heard back from the Owners representatives. We will give them a call to follow up and remind of the looming expiry date.

Thanks.

Larry

~~~~~  
**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: larry.duke@gov.bc.ca  
Tel: (250) 559-6223 Fax: (250) 559-8342  
Cell: (778) 260-0071

**For information on resource roads, recreation and local emergencies follow me on Twitter at @LarryDuke5**

"Material and opinions contained herein are solely those of the author and do not necessarily represent in whole or in part the position of the BC Ministry of Forests, Lands and Natural Resource Operations".

---

**From:** Enemark, Peggy FLNR:EX  
**Sent:** Wednesday, May 8, 2013 11:43 AM  
**To:** Duke, Larry A FLNR:EX  
**Subject:** RE: Addendum - Recreational Right of Way Agreement - Rennell Sound FSR (project 8229)

Hi Larry,

Given that the current agreement will expire in about a month (June 15<sup>th</sup>), I just thought I'd check back with you about this year's Addendum status.

As you know, once it's finalized on your end, we'll need time to run it through Risk Management to ensure all is OK from that perspective.

Thanks,  
Peggy

**Peggy Enemark**  
Project Coordinator, Forest Land Acquisitions  
Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
Phone: 250-387-8624 Fax: 250-387-6445

*Commissioner for Taking Affidavits for British Columbia No. 2012-1192*

---

**From:** Enemark, Peggy FLNR:EX  
**Sent:** Wednesday, April 24, 2013 8:30 AM  
**To:** Duke, Larry A FLNR:EX; Clifford, Bill X FLNR:EX  
**Subject:** RE: Addendum - Recreational Right of Way Agreement - Rennell Sound FSR (project 8229)

Ok, Larry. We'll stay tuned.

Cheers,  
Peggy

**Peggy Enemark**  
Project Coordinator, Forest Land Acquisitions  
Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
**Phone:** 250-387-8624 **Fax:** 250-387-6445

*Commissioner for Taking Affidavits for British Columbia No. 2012-1192*

---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Tuesday, April 23, 2013 4:26 PM  
**To:** Enemark, Peggy FLNR:EX; Clifford, Bill X FLNR:EX  
**Subject:** Re: Addendum - Recreational Right of Way Agreement - Rennell Sound FSR (project 8229)

Thanks Peggy  
I've sent to the owners reps and hope to discuss with them by the end of next week. We will be in touch after that meeting.

Larry Duke  
Engineering & Recreation Officer  
Haida Gwaii District

On 2013-04-23, at 3:12 PM, "Enemark, Peggy FLNR:EX" <[Peggy.Enemark@gov.bc.ca](mailto:Peggy.Enemark@gov.bc.ca)> wrote:

Hi Larry,

Further to our conversation yesterday, you'll find attached the draft addendum associated with the Recreational Right-of-Way agreement for your review.  
Please let us know if any edits or revisions are required. Once it's been finalized, we will forward to Risk Management for their review.

Thanks,  
Peggy

**Peggy Enemark**

Project Coordinator, Forest Land Acquisitions  
Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
Phone: 250-387-8624 Fax: 250-387-6445

*Commissioner for Taking Affidavits for British Columbia No. 2012-1192*

---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Wednesday, April 17, 2013 11:54 AM  
**To:** Clifford, Bill X FLNR:EX  
**Subject:** FW: Agreement Expiry Reminder - Rennell Sound FSR (project 8229)

Hi Bill,

We've been in discussion with the property owners regarding the extension of the right of way use agreement for one more year and it looks favourable. We have been discussing some conditions around this extension and was wondering if they could be included in the amendment to extend.

The text in black was proposed by the land owner and our response is in red. We appear to be close to agreeing on this and the owner has requested we draw up the amendment with these conditions for final review.

Please contact Len Munt to discuss this directly (250-559-6202) and advise us if we're proceeding the right way.

Thanks,  
Larry.

- \* The District (the Ministry) to agree to accept the road in its current condition (this requires a clarification to section 5(a)(x); We accept this

- \* If the District after inspection of the road decides that it is too expensive to repair and maintain, it shall have the right to close the road; however, the agreement will continue in effect with all liability and risk obligations remaining with the District, except the obligation to repair and maintain; Inspection from March 9/13 indicates that minor repairs are required to achieve the 5 tonne load rating – pick up only.

- \* Risk and Insurance (in particular sections 5(a)(v), (x) and (xi) are continue in effect including if the District closes the Road – BC Risk Management to tell us they approve; Will verify with Bill Clifford – good to go

- \* At end of this 2013 season, the District, at its cost, to clean up the campsite including removing all debris, and ensure all users have left; We may not have the funds to do this at the end of this season (Sept 2013). We could do some when they deactivate in June 2014. We will ensure we work to do our best with cleaning of the rec site in concert with the owner of the right of way.

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\* Not discussed but I also suggest that at end of the 2013 season, the parties work together to post signs that road is permanently closed and access to the campsite is by boat only; and Agree

\* From early spring 2014 (when Rennell Sound is accessible) to the end of the Agreement (mid June, 2014), the District to provide assistance preventing people from trying to use the road to access the campsite. We will keep the cross ditch in place, blockage in place and ensure we work together to keep signage up

---

**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342  
Cell: (778) 260-0071

**For information on resource roads, recreation and local emergencies follow me on Twitter at @LarryDuke5**

"Material and opinions contained herein are solely those of the author and do not necessarily represent in whole or in part the position of the BC Ministry of Forests, Lands and Natural Resource Operations".

---

**From:** Munt, Leonard A FLNR:EX  
**Sent:** Tuesday, April 9, 2013 11:24 AM  
**To:** Duke, Larry A FLNR:EX  
**Subject:** FW: Agreement Expiry Reminder - Rennell Sound FSR (project 8229)

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District  
Ministry of Forest, Lands and Natural Resource Operations  
Box 39  
QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: [Leonard.Munt@gov.bc.ca](mailto:Leonard.Munt@gov.bc.ca)

---

**From:** Enemark, Peggy FLNR:EX  
**Sent:** Tuesday, April 9, 2013 11:03 AM  
**To:** Munt, Leonard A FLNR:EX  
**Subject:** Agreement Expiry Reminder - Rennell Sound FSR (project 8229)

Hi Len,

Our database indicates to notify you of the upcoming expiry of the attached addendum associated with the Recreational Road Right of Way agreement dated August 1, 2011. As you can see the agreement expires June 15, 2013.

Please let us know if we can be of any assistance with this file.



Thanks,  
Peggy

**Peggy Enemark**  
Project Coordinator, Forest Land Acquisitions  
Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
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*Commissioner for Taking Affidavits for British Columbia No. 2012-1192*

<Rennell Sound Addendum VERSION 2 - Recreational Right-of-Way (project 8229).doc>

May 21/13  
~ 10:30 a.m.

- Spoke with Larry Duke who advised that the owner's representative has been away and returned last Thursday, May 16/13.
- The owner's representative will be going up to the property May 29/13 so he will be in touch after that occurs.

## **Enemark, Peggy FLNR:EX**

---

**From:** Enemark, Peggy FLNR:EX  
**Sent:** Friday, June 7, 2013 3:03 PM  
**To:** Duke, Larry A FLNR:EX  
**Subject:** Recreational Right-of-Way Agreement - Rennell Sound FSR (project 8229)

Hi Larry,

I understand from our last conversation the owner's representative was going to the property May 29<sup>th</sup>. As you know the current agreement expires June 15<sup>th</sup> so I was wondering if anything has progressed from when we last spoke.

Have a great weekend.

Cheers,  
Peggy

**Peggy Enemark**  
Land Acquisition Coordinator  
Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
**Phone:** 250-387-8624 **Fax:** 250-387-6445

*Commissioner for Taking Affidavits for British Columbia No. 2012-1192*

## Enemark, Peggy FLNR:EX

---

**From:** Munt, Leonard A FLNR:EX  
**Sent:** Tuesday, May 1, 2012 11:10 AM  
**To:** Enemark, Peggy FLNR:EX  
**Subject:** Re: Question: Rennell Sound FSR (project 8229) & Honna FSR (project 8468)

Clapp basin - Rennell sound

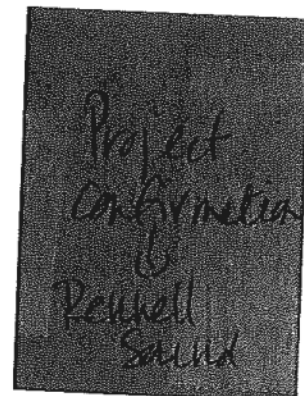
---

**From:** Enemark, Peggy FLNR:EX  
**Sent:** Tuesday, May 01, 2012 10:58 AM  
**To:** Munt, Leonard A FLNR:EX  
**Subject:** RE: Question: Rennell Sound FSR (project 8229) & NR

Thanks Leonard. Is this agreement associated with the Rennell Sound or Honna FSR?

Cheers,  
Peggy

**Peggy Enemark**  
Project Coordinator, Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
**Phone:** 250-387-8624 **Fax:** 250-387-6445



---

**From:** Munt, Leonard A FLNR:EX  
**Sent:** Tuesday, May 1, 2012 10:13 AM  
**To:** Enemark, Peggy FLNR:EX  
**Cc:** Duke, Larry A FLNR:EX  
**Subject:** RE: Question: Rennell Sound FSR (project 8229) NR

Working on getting it extended for another year. Owners.22

and hard to track down – will keep you posted

**Leonard Munt**  
District Manager, Haida Gwaii Natural Resource District  
Ministry of Forest, Lands and Natural Resource Operations  
Box 39  
QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: [Leonard.Munt@gov.bc.ca](mailto:Leonard.Munt@gov.bc.ca)

---

**From:** Enemark, Peggy FLNR:EX  
**Sent:** Tuesday, May 1, 2012 9:37 AM  
**To:** Munt, Leonard A FLNR:EX  
**Subject:** RE: Question: Rennell Sound FSR (project 8229)NR

Hi Len,

Just following up on this. Per my note below, can you let me know when you have a chance?

Thanks very much.

Cheers,  
Peggy

**Peggy Enemark**  
Project Coordinator, Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
Phone: 250-387-8624 Fax: 250-387-6445

---

**From:** Enemark, Peggy FLNR:EX  
**Sent:** Friday, April 13, 2012 2:27 PM  
**To:** Munt, Leonard A FLNR:EX  
**Subject:** Question: Rennell Sound FSR (project 8229)<sup>NR</sup>

Hi Len,

Our database also indicates to notify you of the attached Recreational Road Right of Way agreement expiring June 15, 2012 associated with the Rennell Sound FSR (project 8229).

NR

Could you clarify please so our records can be updated?

Sorry for any confusion.

Thanks,  
Peggy

**Peggy Enemark**  
Project Coordinator, Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
Phone: 250-387-8624 Fax: 250-387-6445

NR

## **Enemark, Peggy FLNR:EX**

---

**From:** Enemark, Peggy FLNR:EX  
**Sent:** Tuesday, April 23, 2013 3:12 PM  
**To:** Duke, Larry A FLNR:EX  
**Cc:** Clifford, Bill X FLNR:EX  
**Subject:** Addendum - Recreational Right of Way Agreement - Rennell Sound FSR (project 8229)  
**Attachments:** Rennell Sound Addendum VERSION 2 - Recreational Right-of-Way (project 8229).doc

Hi Larry,

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Thanks,  
Peggy

**Peggy Enemark**  
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*Commissioner for Taking Affidavits for British Columbia No. 2012-1192*

---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Wednesday, April 17, 2013 11:54 AM  
**To:** Clifford, Bill X FLNR:EX  
**Subject:** FW: Agreement Expiry Reminder - Rennell Sound FSR (project 8229)

Hi Bill,  
We've been in discussion with the property owners regarding the extension of the right of way use agreement for one more year and it looks favourable. We have been discussing some conditions around this extension and was wondering if they could be included in the amendment to extend.

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Thanks,  
Larry.

- \* The District (the Ministry) to agree to accept the road in its current condition (this requires a clarification to section 5(a)(x); We accept this

- \* If the District after inspection of the road decides that it is too expensive to repair and maintain, it shall have the right to close the road; however, the agreement will continue in effect with all liability and risk obligations

**Peggy Enemark**

Project Coordinator, Forest Tenures Branch

Tenures, Competitiveness & Innovation Division

Ministry of Forests, Lands and Natural Resource Operations

3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2

**Phone:** 250-387-8624 **Fax:** 250-387-6445

remaining with the District, except the obligation to repair and maintain; Inspection from March 9/13 indicates that minor repairs are required to achieve the 5 tonne load rating – pick up only.

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~~~~~  
**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342  
Cell: (778) 260-0071

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**From:** Munt, Leonard A FLNR:EX  
**Sent:** Tuesday, April 9, 2013 11:24 AM  
**To:** Duke, Larry A FLNR:EX  
**Subject:** FW: Agreement Expiry Reminder - Rennell Sound FSR (project 8229)

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District  
Ministry of Forest, Lands and Natural Resource Operations  
Box 39  
QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
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**Sent:** Tuesday, April 9, 2013 11:03 AM  
**To:** Munt, Leonard A FLNR:EX  
**Subject:** Agreement Expiry Reminder - Rennell Sound FSR (project 8229)

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*Commissioner for Taking Affidavits for British Columbia No. 2012-1192*

Page 138 to/à Page 142

Withheld pursuant to/removed as

s.13;s.17

## Enemark, Peggy FLNR:EX

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Wednesday, April 17, 2013 1:29 PM  
**To:** Enemark, Peggy FLNR:EX  
**Subject:** FW: Agreement Expiry Reminder - Rennell Sound FSR (project 8229)  
**Attachments:** 20130409105438.pdf

Peggy, you and I need to discuss how we will approach this when you get back into the office.

Bill

**From:** Duke, Larry A FLNR:EX  
**Sent:** Wednesday, April 17, 2013 11:54 AM  
**To:** Clifford, Bill X FLNR:EX  
**Subject:** FW: Agreement Expiry Reminder - Rennell Sound FSR (project 8229)

Apr 18/13  
provided to  
of agent + amend-  
ment to Bill  
PSC

Hi Bill,  
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---

**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342  
Cell: (778) 260-0071

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**Sent:** Tuesday, April 9, 2013 11:24 AM  
**To:** Duke, Larry A FLNR:EX  
**Subject:** FW: Agreement Expiry Reminder - Rennell Sound FSR (project 8229)

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District  
Ministry of Forest, Lands and Natural Resource Operations  
Box 39  
QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: [Leonard.Munt@gov.bc.ca](mailto:Leonard.Munt@gov.bc.ca)

---

**From:** Enemark, Peggy FLNR:EX  
**Sent:** Tuesday, April 9, 2013 11:03 AM  
**To:** Munt, Leonard A FLNR:EX  
**Subject:** Agreement Expiry Reminder - Rennell Sound FSR (project 8229)

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Please let us know if we can be of any assistance with this file.

Thanks,  
Peggy

**Peggy Enemark**  
Project Coordinator, Forest Land Acquisitions

Fasken Martineau DuMoulin LLP \*  
Barristers and Solicitors  
Patent and Trade-mark Agents

www.fasken.com

2900 - 550 Burrard Street  
Vancouver, British Columbia, Canada V6C 0A3

604 631 3131 Telephone  
604 631 3232 Facsimile

**FASKEN  
MARTINEAU** 

James D. Piers  
Direct 604 631 4769  
Facsimile 604 632 4769  
jpiers@fasken.com

May 15, 2012  
File No.: 243144.00019/14476

**VIA PRIORITY POST**

Ministry of Forest, Lands and Natural Resource Operations  
Box 39  
QCC, BC, V0T 1S0

Attention: **Leonard Munt**  
**District Manager, Haida Gwaii Natural Resource District**

Dear Sirs/Mesdames:

**Re: Recreational Road Right of Way Agreement made between Kagan Bay Properties Ltd. ("Kagan Bay") and Her Majesty the Queen in Right of British Columbia as represented by the Minister of Forest, Lands and Natural Resource Operations (the "Province") (the "Agreement")**

Further to my assistant's email to you of today's date, enclosed please find two originally executed copies of the Addendum to the Agreement.

We trust you will find the enclosed satisfactory.

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**

  
James D. Piers

JDP/nxb  
Encl.

DM\_VAN/243144-00019/8121933.1


\*Fasken Martineau DuMoulin LLP includes law corporations

**ADDENDUM TO RECREATIONAL RIGHT OF WAY AGREEMENT  
DATED AUGUST 1, 2011 BETWEEN KAGAN BAY PROPERTIES  
LTD. (the "Grantor") and HER MAJESTY THE QUEEN IN RIGHT  
OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY  
THE MINISTER OF FORESTS, LANDS AND NATURAL RESOURCE  
OPERATIONS (the "Forest Service")**

The parties hereby agree that section 4 a) of the above agreement being the Term of Agreement is hereby amended to read as follows:

- a) The term of this Agreement (the "Term") is 1 year, 10 months and 15 days, commencing August 1, 2011 (the "Commencement Date"), and ending on June 15, 2013.

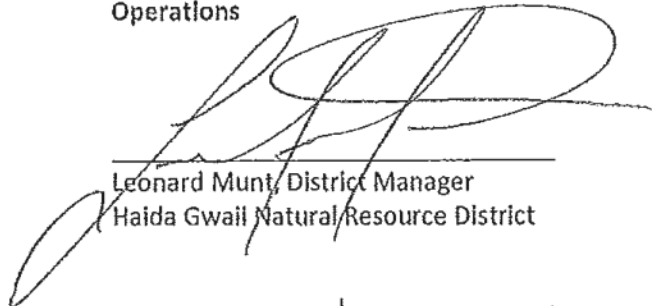
Kagan Bay Properties Limited No. 671692  
Authorized Signatory:



*Director*

Date of signing: May 15, 2012

HMTQ In Right of the Province of British  
Columbia as represented by the Minister  
Of Forests, Lands and Natural Resource  
Operations



Leonard Munt, District Manager  
Haida Gwaii Natural Resource District

Date of signing: MAY 22 2012

Page 147

Withheld pursuant to/removed as

DUPLICATE

**Clifford, Bill X FLNR:EX**

---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Wednesday, October 3, 2012 4:00 PM  
**To:** Clifford, Bill X FLNR:EX  
**Subject:** RE: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Sure. I can do that.

~~~~~  
**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342

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---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Wednesday, October 3, 2012 3:51 PM  
**To:** Duke, Larry A FLNR:EX  
**Subject:** RE: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Do you think it would be reasonable to ask James Piers for a scanned copy of it?

Bill

---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Wednesday, October 3, 2012 3:45 PM  
**To:** Clifford, Bill X FLNR:EX  
**Subject:** RE: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Hi Bill,

Thanks for this. Unfortunately I don't know where the signed copy is. I left this with Len to handle. My last email confirms that the document was signed but it never made it my way. s.22

<< Message: RE: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468) >>

~~~~~  
**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342

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---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Wednesday, October 3, 2012 7:55 AM  
**To:** Duke, Larry A FLNR:EX  
**Subject:** FW: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Larry, further to my earlier email to you. Here is the document that we sent but never received any back.

Bill

---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Tuesday, May 8, 2012 9:36 AM  
**To:** Duke, Larry A FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX; Enemark, Peggy FLNR:EX  
**Subject:** RE: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Larry, attached is a document that can be signed off by both parties to extend the agreement. You should get two signed originals (1 for your records and 1 for theirs) and forward a copy or a pdf to use for our records and Peggy will ensure that you get a notice advising that this agreement will be expiring a couple of months before the actual new expiry date.

Bill

<< File: ADDENDUM TO RECREATIONAL RIGHT OF WAY AGREEMENT DATED AUGUST 1.docx >>

*W.D.(Bill) Clifford, RI*

Senior Project Manager, Forest Land Acquisitions Group  
Forest Tenures Branch  
Ministry of Forest, Lands and Natural Resource Operations

Phone: 250-387-8646 Fax: 250-387-6445

*The information contained in this email is intended solely for the addressee(s). This message may contain confidential and/or privileged material and access to this email by any other person(s) is unauthorized. Any review, re-transmission, dissemination or other use thereof by persons or entities other than the intended recipient is prohibited and maybe unlawful. If you have received this message by mistake please notify the sender and destroy the original.*

---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Thursday, May 3, 2012 1:35 PM  
**To:** Clifford, Bill X FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX; Enemark, Peggy FLNR:EX  
**Subject:** RE: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Hello Bill,  
I'll be around. No changes have been communicated to me so we're looking at just an extension.  
Thanks,  
Larry

~~~~~  
**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342

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---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Thursday, May 3, 2012 1:29 PM  
**To:** Duke, Larry A FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX; Enemark, Peggy FLNR:EX  
**Subject:** RE: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Ok Larry. I will call you tomorrow. Are you available in the afternoon? If this is just an extension, then I can do in this in a matter of hours or do you anticipate that there will be changes to the actual agreement itself?

**W.D.(Bill) Clifford, RI**

Senior Project Manager, Forest Land Acquisitions Group  
Forest Tenures Branch  
Ministry of Forest, Lands and Natural Resource Operations

Phone: 250-387-8646 Fax: 250-387-6445

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---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Thursday, May 3, 2012 11:55 AM  
**To:** Clifford, Bill X FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX; Enemark, Peggy FLNR:EX  
**Subject:** Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Hello Bill,  
We've just heard from the private land owner in Rennell Sound and they are interested in extending our Recreational Road Right of Way Agreement for another year. I've attached a copy for your information as I don't have a file number.

The current agreement is set to expire on June 15<sup>th</sup>. Can you assist us with drawing up a new agreement for June 15 2012 to June 15, 2013. s.22 as of June 1. Can we date this agreement for before this date?

Feel free to call me if you have any questions.  
Thanks!

~~~~~  
**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342

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---

**Clifford, Bill X FLNR:EX**

---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Wednesday, October 3, 2012 7:53 AM  
**To:** Duke, Larry A FLNR:EX  
**Subject:** RE: Clapp Basin Right of Way use agreement

Hi Larry. I tracked down our file. We have a note on our file that we sent you and Leonard (on May 8<sup>th</sup>, 2012) an amendment document to be signed off by both parties (ie. Leonard and the signatory for Kagan Bay) but never received a copy back from you for our records. Did it get signed off??

Bill

---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Tuesday, October 2, 2012 10:31 AM  
**To:** Clifford, Bill X FLNR:EX  
**Subject:** Clapp Basin Right of Way use agreement

Hello Bill,

I'm just reviewing our file on the Clapp basin Road and found that I don't have a copy of the recent amendment listing the current term. This would have been signed around May or June of 2012.

Agreement is with Kagan Bay Properties Limited.

Can you email me a copy? Let me know if you need any other details to search this document out.

Thanks,

Larry.

~~~~~  
**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342

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## **Enemark, Peggy FLNR:EX**

---

**From:** Munt, Leonard A FLNR:EX  
**Sent:** Tuesday, April 9, 2013 11:25 AM  
**To:** Enemark, Peggy FLNR:EX  
**Cc:** Duke, Larry A FLNR:EX  
**Subject:** RE: Agreement Expiry Reminder - Rennell Sound FSR (project 8229)

Peggy,

We are working towards extending this one more year. Larry Duke is working on this with the owner. We will keep you posted

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District  
Ministry of Forest, Lands and Natural Resource Operations  
Box 39  
QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: [Leonard.Munt@gov.bc.ca](mailto:Leonard.Munt@gov.bc.ca)

---

**From:** Enemark, Peggy FLNR:EX  
**Sent:** Tuesday, April 9, 2013 11:03 AM  
**To:** Munt, Leonard A FLNR:EX  
**Subject:** Agreement Expiry Reminder - Rennell Sound FSR (project 8229)

Hi Len,

Our database indicates to notify you of the upcoming expiry of the attached addendum associated with the Recreational Road Right of Way agreement dated August 1, 2011. As you can see the agreement expires June 15, 2013.

Please let us know if we can be of any assistance with this file.

Thanks,  
Peggy

**Peggy Enemark**  
Project Coordinator, Forest Land Acquisitions  
Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
**Phone:** 250-387-8624 **Fax:** 250-387-6445

*Commissioner for Taking Affidavits for British Columbia No. 2012-1192*

**Enemark, Peggy FLNR:EX**

---

**From:** Enemark, Peggy FLNR:EX  
**Sent:** Tuesday, April 9, 2013 11:03 AM  
**To:** Munt, Leonard A FLNR:EX  
**Subject:** Agreement Expiry Reminder - Rennell Sound FSR (project 8229)  
**Attachments:** 20130409105438.pdf

Hi Len,

Our database indicates to notify you of the upcoming expiry of the attached addendum associated with the Recreational Road Right of Way agreement dated August 1, 2011. As you can see the agreement expires June 15, 2013.

Please let us know if we can be of any assistance with this file.

Thanks,  
Peggy

**Peggy Enemark**  
Project Coordinator, Forest Land Acquisitions  
Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
**Phone:** 250-387-8624 **Fax:** 250-387-6445

*Commissioner for Taking Affidavits for British Columbia No. 2012-1192*

## **Enemark, Peggy FLNR:EX**

---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Tuesday, May 8, 2012 9:36 AM  
**To:** Duke, Larry A FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX; Enemark, Peggy FLNR:EX  
**Subject:** RE: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Larry, attached is a document that can be signed off by both parties to extend the agreement. You should get two signed originals (1 for your records and 1 for theirs) and forward a copy or a pdf to use for our records and Peggy will ensure that you get a notice advising that this agreement will be expiring a couple of months before the actual new expiry date.

Bill



ADDENDUM TO  
CREATIONAL RIGH

*May 8/12  
AWHitting  
Signed Right*

*May 8/12 Entered dates in REPT based on  
unsigned amendment  
pg 2*

*W.D.(Bill) Clifford, RI*

Senior Project Manager, Forest Land Acquisitions Group  
Forest Tenures Branch  
Ministry of Forest, Lands and Natural Resource Operations

Phone: 250-387-8646 Fax: 250-387-6445

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---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Thursday, May 3, 2012 1:35 PM  
**To:** Clifford, Bill X FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX; Enemark, Peggy FLNR:EX  
**Subject:** RE: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Hello Bill,  
I'll be around. No changes have been communicated to me so we're looking at just an extension.  
Thanks,  
Larry

~~~~~  
**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342

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---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Thursday, May 3, 2012 1:29 PM  
**To:** Duke, Larry A FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX; Enemark, Peggy FLNR:EX  
**Subject:** RE: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Ok Larry. I will call you tomorrow. Are you available in the afternoon? If this is just an extension, then I can do in this in a matter of hours or do you anticipate that there will be changes to the actual agreement itself?

***W.D.(Bill) Clifford, RJ***

Senior Project Manager, Forest Land Acquisitions Group  
Forest Tenures Branch  
Ministry of Forest, Lands and Natural Resource Operations

Phone: 250-387-8646 Fax: 250-387-6445

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**Cc:** Munt, Leonard A FLNR:EX; Enemark, Peggy FLNR:EX  
**Subject:** Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Hello Bill,

We've just heard from the private land owner in Rennell Sound and they are interested in extending our Recreational Road Right of Way Agreement for another year. I've attached a copy for your information as I don't have a file number.

The current agreement is set to expire on June 15<sup>th</sup>. Can you assist us with drawing up a new agreement for June 15 2012 to June 15, 2013. s.22  
agreement for before this date? as of June 1. Can we date this



Feel free to call me if you have any questions.  
Thanks!

<< File: 201207 114354.pdf >>

~~~~~  
**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342

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---

Page 158 to/à Page 159

Withheld pursuant to/removed as

s.13;s.17

Page 160

Withheld pursuant to/removed as

s.13

## **Enemark, Peggy FLNR:EX**

---

**From:** Enemark, Peggy FLNR:EX  
**Sent:** Monday, May 7, 2012 4:34 PM  
**To:** Clifford, Bill X FLNR:EX  
**Subject:** RE: Recreational Right of Way Agreement - (project 8229)

Hi Bill,

Attached, for your review, is the drafted amendment which still requires formatting by Anita. I've left the file on your desk in case you need it before I get in tomorrow.



Rennell Sound  
Recreation Agmt ..

Cheers,  
Peggy

**Peggy Enemark**  
Project Coordinator, Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
**Phone:** 250-387-8624 **Fax:** 250-387-6445

---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Friday, May 4, 2012 12:58 PM  
**To:** Enemark, Peggy FLNR:EX  
**Subject:** FW: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Peggy will you put together an addendum document for this non-registered SRW (see attachment) for me. Only the expiry date or the term is being amended. The document will go from June 15<sup>th</sup> 2012 to June 14<sup>th</sup> 2013 (note date below is one day off a year). Leonard Mundt will sign this on behalf of FLNRO.

We can discuss on Monday.

Cheers

Bill

---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Thursday, May 3, 2012 11:55 AM  
**To:** Clifford, Bill X FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX; Enemark, Peggy FLNR:EX  
**Subject:** Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Hello Bill,

We've just heard from the private land owner in Rennell Sound and they are interested in extending our Recreational Road Right of Way Agreement for another year. I've attached a copy for your information as I don't have a file number.

The current agreement is set to expire on June 15<sup>th</sup>. Can you assist us with drawing up a new agreement for June 15 2012 to June 1<sup>st</sup> 2013. s.22 as of June 1. Can we date this agreement for before this date?

Feel free to call me if you have any questions.

Thanks!

<< File: 20120503114354.pdf >>

~~~~~  
**Larry Duke, RFT**

Engineering & Recreation Officer

Haida Gwaii Natural Resource District

email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)

Tel: (250) 559-6223 Fax: (250) 559-8342

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---



BRITISH  
COLUMBIA

The Best Place on Earth

Distribution: file

Document name: G:\Workgrp\PROPERTY\CORRESP\Penemark\Rennell Sound Recreation Agmt  
Amendment (project 8229).doc

Contact: Peggy Enemark, Project Coordinator, 387-8624

Date typed: 2012/05/07 Date last saved: 2012-05-07 3:34 pm

File: 10640-30/8229-00

May 8, 2012

Kagan Bay Properties Ltd.,  
s.12,s.22

*Draft*

Dear s.22

**This letter amends and forms an integral part of the Recreational Road Right of Way Agreement dated August 1, 2011 on the lands legally described as District Lot 31, Queen Charlotte District (PID 010-916-954) and District Lot 30 Queen Charlotte District except the northerly 30 chains (PID 010-916-903)**



With respect to this agreement and further to your discussions with Larry Duke, Engineering and Recreation Officer with the Haida Gwaii Natural Resource District, this letter is to serve as an addendum to the aforesaid agreement.

The parties agree that section 4 a), Term of Agreement provision, is hereby amended to:  
The term of the Agreement (the "Term") is one (1) year, 9 months and 14 days terminating on June 14, 2013.

In addition, should you sell your property, you agree to disclose the existence of this agreement to the new owner. All other conditions within the above-noted agreement will remain the same.

Please sign on page two (2) to indicate your concurrence with this agreement.

On behalf of the ministry, we wish to thank you for your support of our recreational program.

Yours truly,

Peggy Enemark

Page 1 of 2

Ministry of Forests, Lands and Natural Resource  
Operations Forest Tenures Branch

Location:  
3<sup>rd</sup> Floor 1810 Blanshard St  
Victoria, BC V8T 4J1  
Canada

Mailing Address:  
PO Box 9510 Stn Prov Govt  
Victoria, BC V8W 9C2

Tel: (250) 387-5024  
Fax: (250) 387-6445

s.22

Kagan Bay Properties  
2900-5<sup>th</sup> Burrard Street, Vancouver, BC V6C 0A3

---

Authorized Signatory  
Kagan Bay Properties Ltd.

---

Authorized Signatory  
District Manager  
Haida Gwaii District  
Ministry of Forests, Lands and Natural  
Resource Operations

Page 165 to/à Page 166

Withheld pursuant to/removed as

s.3



## **Enemark, Peggy FLNR:EX**

---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Friday, May 4, 2012 12:58 PM  
**To:** Enemark, Peggy FLNR:EX  
**Subject:** FW: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Peggy will you put together an addendum document for this non-registered SRW (see attachment) for me. Only the expiry date or the term is being amended. The document will go from June 15<sup>th</sup> 2012 to June 14<sup>th</sup> 2013 (note date below is one day off a year). Leonard Mundt will sign this on behalf of FLNRO.

We can discuss on Monday.

Cheers

Bill

---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Thursday, May 3, 2012 11:55 AM  
**To:** Clifford, Bill X FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX; Enemark, Peggy FLNR:EX  
**Subject:** Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Hello Bill,

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The current agreement is set to expire on June 15<sup>th</sup>. Can you assist us with drawing up a new agreement for June 15 2012 to June 15, 2013. <sup>s.22</sup>  
agreement for before this date? as of June 1. Can we date this

Feel free to call me if you have any questions.  
Thanks!



20120503114354.  
pdf

---

### **Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342

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---

Page 169 to/à Page 173

Withheld pursuant to/removed as

s.3

## Clifford, Bill X FLNR:EX

---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Wednesday, April 9, 2014 7:05 AM  
**To:** Duke, Larry A FLNR:EX  
**Subject:** RE: Kagan Bay Properties - Clapp Road

Hi Larry, I came in early this morning therefore will attempt to give you some to assist you.

In terms of the Transportation Act and the Forest and Range Practices Act, the following is the situation.

Section 42 of the *Transportation Act* reads as follows:

### **Travelled roads becoming highways** (Transportation Act)

42 (1) Subject to subsection (2), if public money is spent on a travelled road that is not a highway, the travelled road is deemed and declared to be a highway.

(2) Subsection (1) does not apply to any road or class of roads, or to any expenditure or class of expenditures, that is prescribed by the regulations.

s.13,s.17

s.13,s.17

*Range Practices Act* reads as follows :

the *Forest and*

### **Not a public highway** (Forest and Range Practices Act)

24 Despite section 42 of the *Transportation Act*, a road constructed or maintained under this Act, the *Forest Act*, the former Act as defined in section 1 of the *Forest Act* or the *Forest Practices Code of British Columbia Act* is not a public highway unless the Lieutenant Governor in Council declares it to be by an order in council that he or she may make under this Act.

s.13,s.17

**W.D.(Bill) Clifford, RI**

Senior Project Manager  
Forest Tenures Branch  
Ministry of Forests, Lands and Natural Resource Operations

Phone: 250-387-8646 Fax: 250-387-6445

*Commissioner for Taking Affidavits for British Columbia No. 2011-0918*

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---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Tuesday, April 8, 2014 4:24 PM  
**To:** Clifford, Bill X FLNR:EX  
**Subject:** Kagan Bay Properties - Clapp Road

Hi Bill,

Thanks for your help with the Clapp Road. We have some letters in to the Minister requesting information that is trying to confirm if public funds were spent on the road at any time.

We'd like to take you up on your offer to explain, in writing, the Transportation Act and how the Forest Act addresses this issue. A simple paragraph that we can include in our reply will be great.

Thanks Bill  
Larry

---

**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342  
Cell: (778) 260-0071

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**Clifford, Bill X FLNR:EX**

---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Thursday, March 27, 2014 1:55 PM  
**To:** s.22  
**Subject:** FW:  
**Attachments:** 20140327130932.pdf

s.22 here is a copy of the letter you requested. Please confirm receipt so that I know I got your email address correct.

***W.D.(Bill) Clifford, RI***

Senior Project Manager  
Forest Tenures Branch  
Ministry of Forests, Lands and Natural Resource Operations

Phone: 250-387-8646 Fax: 250-387-6445

*Commissioner for Taking Affidavits for British Columbia No. 2011-0918*

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*Discussed with  
Karen Tanner  
Larry Duke.*

Real Estate Services Branch  
Victoria, B.C.

February 2, 1988

File 942-8229-00

Regional Manager,  
Vancouver Forest Region.

Attention: D.E. Smith, R.E.O.

Re: Establishment of Branch .02, Rennell Sound  
F. S. R. (Clearance dated June 11, 1987)

Returned herewith is the completed clearance for the above-mentioned purpose.

Following is a short summary of alienations which appear to conflict with this project, and the suggested action required prior to completion of this proposal.

<u>Alienation</u>	<u>Action Required</u>
Lots 30 and 31	Establishment per section 102 of Forest Act.
900-3092 (Recreation Site)	Recreation officer should be advised.
Possible Areas of Environmental Concern	All concerned resource agencies should be contacted.
Possible Water Rights Tenures	Contact regional water rights office.

*Cathy Ayers*  
for P. H. Downs,  
Manager,  
Property Services.

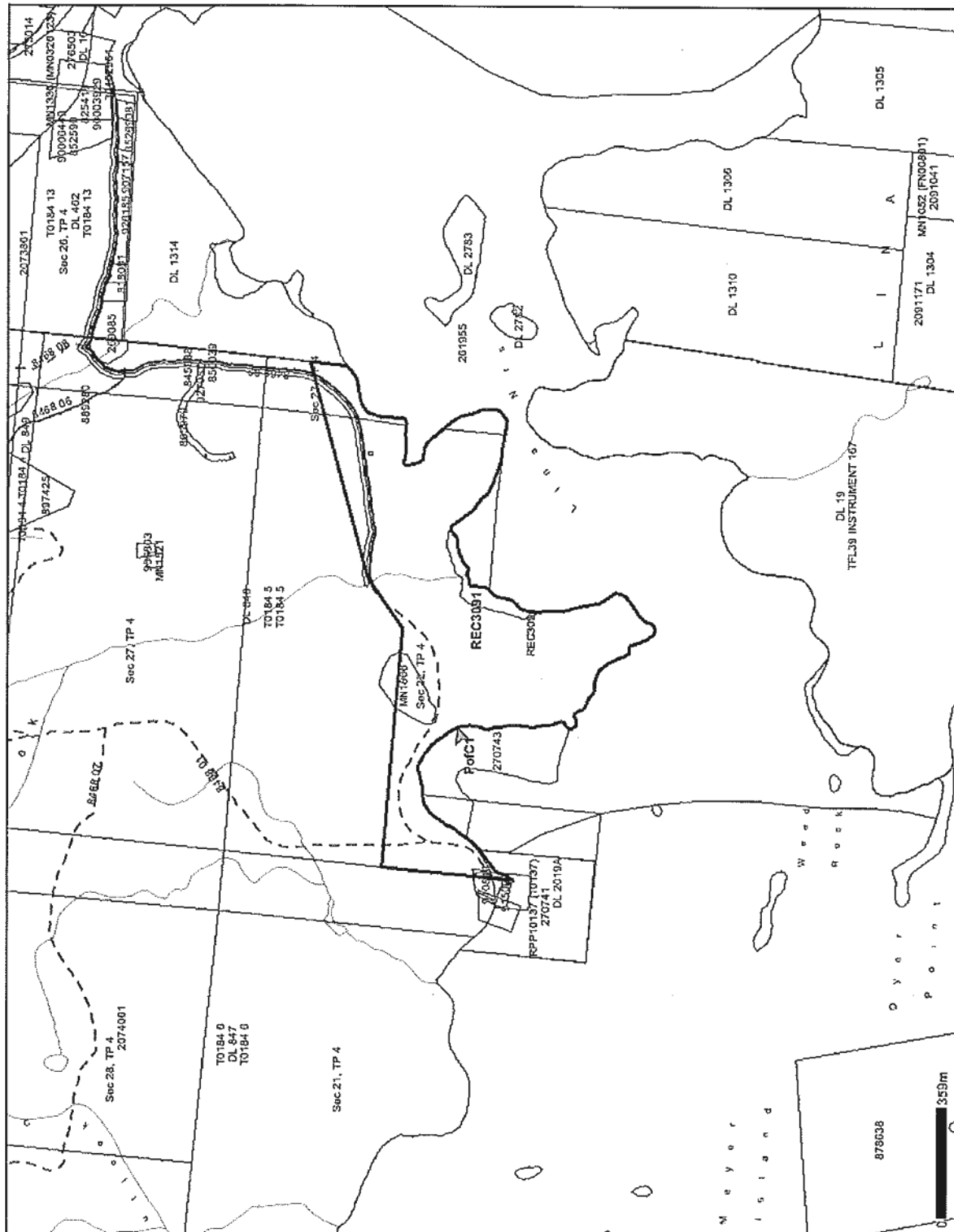
CA:sau  
Att.

cc: District Manager, Queen Charlotte Forest District



MAP OF : REC3091 - SIT Amendment # 2 (shown in bold black)

FOREST REGION : RCO FOREST DISTRICT : DQC	TSA : 25 LAND DISTRICT : Queen Charlotte Islands Forest District	PULPWOOD AGREEMENT :	MGT UNIT TYPE : MGT UNIT NO :
ESP SUBMISSION ID : 1188743 BCGS MAPSHEET NO : 103F.030	SCALE : 1:20000 at A Size Area (Ha) : 63.959	UTM : 8 NAD : NAD 83	DRAWN BY : FTA DATE : Feb 14, 2013



Legend	
	Tenure Application
	Tenure Road Application
	Retired Tenure Road
	P of C
	P of T
	Tenure Feature
	Range
	TFL
	Provincial Forest
	Forest Service Road
	Highway
	Municipal Road
	Non Status Road
	Recreation Trails
	Road Permit
	SUP Road
	Right of Way
	Schedule B OF Road
	Mineral Tenure Points
	Cities
	Waterbodies
	River/Stream
	Coastline / Island
REC3091 (63.959 Ha) PoIC1 UTM8 689886, 5902875	



## **Enemark, Peggy FLNR:EX**

---

**From:** Munt, Leonard A FLNR:EX  
**Sent:** Tuesday, June 18, 2013 11:16 AM  
**To:** Enemark, Peggy FLNR:EX  
**Subject:** RE: Signed Agreement (project 8229)

I will ensure I forward the final copy to you – thank you for all your help

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District  
Ministry of Forest, Lands and Natural Resource Operations  
Box 39  
QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: [Leonard.Munt@gov.bc.ca](mailto:Leonard.Munt@gov.bc.ca)

---

**From:** Enemark, Peggy FLNR:EX  
**Sent:** Tuesday, June 18, 2013 11:14 AM  
**To:** Munt, Leonard A FLNR:EX  
**Subject:** RE: Signed Agreement (project 8229)

Hi Leonard,

Further to this, when the agreement is fully signed by both parties, send us a copy and we will continue track it for you.

Please note, the document should be dated as well.

Cheers,  
Peggy

**Peggy Enemark**  
Land Acquisition Coordinator  
Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
Phone: 250-387-8624 Fax: 250-387-6445

*Commissioner for Taking Affidavits for British Columbia No. 2012-1192*

---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Tuesday, June 18, 2013 11:09 AM  
**To:** Enemark, Peggy FLNR:EX  
**Subject:** FW: Signed Agreement

fyi

---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Tuesday, June 18, 2013 10:38 AM  
**To:** 'Chris Sharpe'; Munt, Leonard A FLNR:EX

**Cc:** Duke, Larry A FLNR:EX; Peet, Tyler FLNR:EX  
**Subject:** RE: Signed Agreement

Hi Chris. I have now received Risk Management Branch approval that the indemnity will continue to apply to the addendum over the renewal period.

**W.D.(Bill) Clifford, RI**  
Senior Land Acquisition Officer  
Forest Tenures Branch  
Ministry of Forests, Lands and Natural Resource Operations

Phone: 250-387-8646 Fax: 250-387-6445

*Commissioner for Taking Affidavits for British Columbia No. 2011-0918*

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---

**From:** Chris Sharpe [<mailto:csharpe@fasken.com>]  
**Sent:** Tuesday, June 18, 2013 8:20 AM  
**To:** Munt, Leonard A FLNR:EX  
**Cc:** Clifford, Bill X FLNR:EX; Duke, Larry A FLNR:EX; Peet, Tyler FLNR:EX  
**Subject:** RE: Signed Agreement

Bill,

Can you please confirm that provincial Risk Management has approved the continuation of the indemnities found in the Road Use Agreement for and during the extended term of that agreement resulting from this signed addendum?

--

**Chris Sharpe | Lawyer**

T. +1 604 631 4818 | F. +1 604 631 3232

[csharpe@fasken.com](mailto:csharpe@fasken.com) | [www.fasken.com/en/chris-sharpe](http://www.fasken.com/en/chris-sharpe)

2900 - 550 Burrard Street, Vancouver, British Columbia V6C 0A3

**FASKEN  
MARTINEAU** 

VANCOUVER CALGARY TORONTO OTTAWA MONTRÉAL QUÉBEC CITY LONDON PARIS JOHANNESBURG

---

**From:** Munt, Leonard A FLNR:EX [<mailto:Leonard.Munt@gov.bc.ca>]  
**Sent:** June-18-13 8:06 AM  
**To:** Chris Sharpe  
**Cc:** Clifford, Bill X FLNR:EX; Duke, Larry A FLNR:EX; Peet, Tyler FLNR:EX  
**Subject:** Signed Agreement

Chris,

Here is the signed agreement. Bill Clifford is the person who leads the preparation of these agreements and works with our Risk Management Group. Over the last three years we have worked with him and our Risk people to make sure we are covered. Should you have any additional questions, please feel free to contact Bill directly.

**Leonard Munt**

District Manager, Haida Gwaii Natural Resource District  
Ministry of Forest, Lands and Natural Resource Operations  
Box 39  
QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: [Leonard.Munt@gov.bc.ca](mailto:Leonard.Munt@gov.bc.ca)

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[http://www.fasken.com/termsfuse\\_email/](http://www.fasken.com/termsfuse_email/).

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[http://www.fasken.com/fr/termsfuse\\_email/](http://www.fasken.com/fr/termsfuse_email/).

## Enemark, Peggy FLNR:EX

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**From:** Clifford, Bill X FLNR:EX  
**Sent:** Tuesday, June 18, 2013 11:08 AM  
**To:** Enemark, Peggy FLNR:EX  
**Subject:** FW: Signed Agreement

---

**From:** Moen, Milaine FIN:EX  
**Sent:** Tuesday, June 18, 2013 9:43 AM  
**To:** Clifford, Bill X FLNR:EX  
**Subject:** FW: Signed Agreement

Hi Bill,

Please accept this email as confirmation that the attached addendum (including term extension to June 15/14) has been reviewed and the indemnity approval previously provided (RMB file: INDE 1.0 120550) continues to apply.

Best regards,  
Milaine Moen

Milaine Moen, CIP, CRM  
Senior Risk Management Consultant  
Risk Management Branch & Government Security Office  
Ministry of Finance  
ph 250 356-1384 fax 250 356-6222

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---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Tuesday, June 18, 2013 8:39 AM  
**To:** Moen, Milaine FIN:EX  
**Subject:** FW: Signed Agreement

Hi Milaine. As per our telephone conversation here (see below) is the amendment to existing agreement with Kagan Bay which was approved by RMB on August 2, 2011 under your file: INDE 1.0 120550

Please confirm that this is acceptable from a RMB perspective.

Thank you.

Bill

**W.D.(Bill) Clifford, RI**

Senior Land Acquisition Officer

Forest Tenures Branch

Ministry of Forests, Lands and Natural Resource Operations

Phone: 250-387-8646 Fax: 250-387-6445

*Commissioner for Taking Affidavits for British Columbia No. 2011-0918*

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DM\_VAN-#85623

6-v3-Rennell\_Sou.

## Clifford, Bill X FLNR:EX

---

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Tuesday, June 18, 2013 8:39 AM  
**To:** Moen, Milaine FIN:EX  
**Subject:** FW: Signed Agreement

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Please confirm that this is acceptable from a RMB perspective.

Thank you.

Bill

**W.D.(Bill) Clifford, RI**  
Senior Land Acquisition Officer  
Forest Tenures Branch  
Ministry of Forests, Lands and Natural Resource Operations

Phone: 250-387-8646 Fax: 250-387-6445

*Commissioner for Taking Affidavits for British Columbia No. 2011-0918*

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DM\_VAN-#856236  
5-v3-Rennell\_Sou..

## Clifford, Bill X FLNR:EX

---

**From:** Munt, Leonard A FLNR:EX  
**Sent:** Tuesday, June 18, 2013 8:06 AM  
**To:** 'Chris Sharpe'  
**Cc:** Clifford, Bill X FLNR:EX; Duke, Larry A FLNR:EX; Peet, Tyler FLNR:EX  
**Subject:** Signed Agreement

Chris,

Here is the signed agreement. Bill Clifford is the person who leads the preparation of these agreements and works with our Risk Management Group. Over the last three years we have worked with him and our Risk people to make sure we are covered. Should you have any additional questions, please feel free to contact Bill directly.



DM\_VAN-#856236  
5-v3-Rennell\_Sou..

Leonard Munt  
District Manager, Haida Gwaii Natural Resource District  
Ministry of Forest, Lands and Natural Resource Operations  
Box 39  
QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: [Leonard.Munt@gov.bc.ca](mailto:Leonard.Munt@gov.bc.ca)



## RECREATIONAL ROAD RIGHT OF WAY AGREEMENT

This Agreement dated for reference August 1, 2011, is made:

**BETWEEN:** KAGAN BAY PROPERTIES LTD.  
2900-500 Burrard Street, Vancouver, V6C 0A3

("the Grantor")

OF THE FIRST PART

**AND:** HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA,  
AS REPRESENTED BY THE MINISTER OF FOREST, LANDS  
AND NATURAL RESOURCE OPERATIONS, c/o District Manager,  
Haida Gwaii District, Queen Charlotte City, British Columbia, V0T  
1S0

(the "Forest Service")

OF THE SECOND PART

### WHEREAS:

A. The Grantor is the registered owner of land legally described as:

PID: 010-916-954 District Lot 31 Queen Charlotte District

PID: 010-916-903 District Lot 30 Queen Charlotte District except the northerly 30 chains

(the "Lands")

- B. The Grantor owns a private road (the "Road") constructed on a portion of the Lands, which Road passes over a number of culverts and bridges; some of which are considered fish habitat (the "Culverts and Bridges");
- C. The Grantor does not wish to continue with the Road and to minimize any possible liability, including environmental, wishes to decommission the Road, including removing the Culverts and Bridges;
- D. The Forest Service has requested the Grantor to delay the decommissioning of the Road including removal of the Culverts and Bridges, and to grant to the Forest Service on the terms and conditions including the purposes set out in this Agreement, a right-of-way (the "right-of-way") over the Road which exists within the Lands at the date of this Agreement;



- E. The purpose and intent of this Agreement is to allow the Forest Service to use the Road during a short period of time while it is deciding what to do with its recreation site at Clapp Basin, Rennell Sound (the "Recreational Site") including the boat launch located at the Recreational Site, and it is also the intent of this Agreement that the responsibility for the Road, including the maintenance, repair and upgrade of the Road and the Culverts and Bridges shall be assumed by the Forest Service during the Term (herein defined), including ensuring the prevention of the deposit of any deleterious substances in any of the fish habitat and the avoidance of any harmful alteration, disruption or destruction of any fish habitat, in the right of way; and
- F. The right-of-way is necessary for the operation and maintenance of an undertaking of the Forest Service.

**THE GRANTOR AND THE FOREST SERVICE NOW AGREE AS FOLLOWS:**

**1. Grant of Right-of-Way**

Now therefore, in consideration of the amount described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Forest Service now agree as follows:

For the purposes of operating, maintaining, repairing and upgrading the Road and the Culverts and Bridges, the Grantor grants to the Forest Service and to the Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), a non-exclusive right-of-way in common with the Grantor and the Grantor's employees, agents, invitees, licensees, permittees and contractors (but not members of the public) to pass and repass along, and over the right-of-way, together with the right to upgrade, repair and maintain, the Road and the Culverts and Bridges, and for the purposes herein after set out, within the right-of-way with and without vehicles suitable for the type of road, (but not for the purpose of parking vehicles or placing any vehicle or equipment so as to block any cross-road, driveway or entrance or exit ramp).

In addition to the purposes set out in the foregoing paragraph, the Road will be operated as a recreational road, but not as an industrial road, primarily for access to and from the Recreational Site, while the Forest service is deciding what to do with the Recreational Site including the boat launch located at the site. It is not the purpose and intention of the parties hereto (the "Parties") that the Road be long term or permanent and it is not the intention or purpose that the Road be either a Forest Service Road or a public road.

**2. Payment**

During the Term, unless earlier terminated, the Forest Service will pay the Grantor

a fee of \$1.00, the receipt and sufficiency of which is hereby acknowledged, for the rights herein granted.

**4. Term of Agreement**

- a) The term of this Agreement (the "Term") is 10 months and 15 days, commencing August 1, 2011 (the "Commencement Date"), and ending on June 15, 2012.

**5. Promises**

- a) The Forest Service will:

- (i) use, and permit the use of by the Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), the right-of-way only for the purposes set out in this Agreement including section 1 and for no other purpose without the express written consent of the Grantor;
- (ii) use, and permit the use of by Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), the right-of-way so as not to cause any damage or disturbance to the right-of-way or the Lands and in particular, but without limitation, to the natural drainage pattern of the Lands;
- (iii) undertake the maintenance, repair and upgrade of the Road and the Culverts and Bridges;
- (iv) use its best efforts to prevent, control and extinguish any fire on the Lands or any lands adjacent to the Lands, and will conform to and observe the provisions of the Forest and Range Practices Act (as amended or replaced from time to time) and any other statutes and regulations that are in force or may in the future be enacted or made regarding the prevention of fires. The Forest Service will reimburse the Grantor for any costs or expenses the Grantor incurs to fight fires for which the Forest Service's employees, agents, invitees, licensees, permittees and contractors may cause on an actual cost basis and not on the Forest Service scale;
- (v) indemnify and save harmless the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law may sustain, incur, suffer or be put to arising out of, the non performance of the Forest Service of its covenants and promises set out in this Agreement or the use of the right-of-way, including without limitation the maintenance, repair and upgrade of the Road and the Culverts and Bridges, by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors and members of the public (who in the case of the public may use the Road without permission), excepting always liability arising out of the negligent acts or negligent omissions of the Grantor, its employees, agents, invitees, licensees, permittees, contractors or any party for whom the Grantor is responsible at law taking place after the Commencement Date;
- (vi) comply with, and ensure all use of the right-of-way in all aspects complies with, all laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority governing, affecting, or in any way related to the use of the right-of-way;
- (vii) ensure that the use of the right-of-way by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors does not impair or obstruct the condition of the right-of-way;
- (viii) ensure that the right-of-way remains in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the right-of-way by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors;
- (ix) with limiting the generality of the foregoing subsections, exercise all reasonable care in undertaking the maintenance, repair and upgrade of the Road and the Culverts and Bridges to ensure their stability so as to prevent the deposit of deleterious substances in any rivers or streams in the area of the Lands and avoid any harmful alteration, disruption or destruction of fish habitat in the area of the Lands.

- (x) not claim any indemnity or compensation from the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, for any loss, damage, injury or expense (including, without limitation, in respect of bodily injury or death of any person or loss or damage to any property) caused by the condition of the right-of-way including the Road and the Culverts and Bridges, except to the extent that such loss, damage, injury or expense arises from the negligent acts or negligent omissions of the Grantor or any party for whom they are responsible at law which negligent acts or omissions take place after the Commencement Date; and for greater certainty, subject to Section 6 hereof, the Forest Service accepts the Road and the Culverts and Bridges on an as is where is basis and condition and waives any right or claim as against the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, for the condition of the Road, Culverts and Bridges as at the Commencement Date, even if due to lack of maintenance, repair or upgrading by the Grantor;
- (xi) during the Term effect and maintain all risk property and third party liability insurance which shall name the Grantor as an additional insured. Notwithstanding any other provision of this agreement, the Forest Service will be entitled to self-insure for the requirements of this section.
- (xii) at the end of the Term, the Forest Service shall deliver possession of the Road and the right-of-way (including the Culverts and Bridges) to the Grantor in the condition they are required to be maintained and kept during the Term with the gate closed, and all persons and all personal property including vehicles, trailers and campers, requiring use of the Road removed from the Recreational Site and the Lands, and the Recreational Site and Lands left in a clean and neat condition.

**b) The Grantor will:**

- (i) not do or knowingly permit to be done any act or thing which will interfere with or injure the use, construction or maintenance of the right-of-way.

**6. Initial Grantor Repairs to Culverts**

It is acknowledged and understood that prior to and possibly as at the Commencement Date, the Grantor has been logging the Lands (starting in July 2011) and may still be logging the Lands, using the Road, and that the logging may cause damage to one or more Culverts. Within 3 business days following the Commencement Date, representatives of the Parties shall inspect the Culverts and agree upon any damage caused to the Culverts by the logging carried out in July 2011 only. The Grantor agrees before it ceases logging or if it has, within 10 business days following the said inspection by the parties, to carry out repairs to any damage caused by the July 2011 logging deemed adequate for the temporary use of the Road. Once these temporary repairs have been made, the Grantor's responsibility for the condition of Culvert or Culverts including the temporary repairs shall pass to and be assumed by the Forest Service

**7. No Assignment**

Nether Party will assign this Agreement.

**8. Notice**

Any notice, document or communication required or permitted to be given under this agreement must be in writing and will be deemed to have been given if delivered by hand, courier, or double-registered mail to the party to whom it is to be given as follows:

**To the Province:**

District Manager  
Ministry of Forests, Lands and Natural Resource Operations  
Halda Gwaii District  
Queen Charlotte City  
British Columbia V0T 1S0

**To the Grantor:**

Kagan Bay Properties Limited (need contact name, etc.)  
Attention: Jan Siebert  
s.22

And the registered and records office of

Kagan Bay Properties at:  
2900-500 Burrard Street, Vancouver, V6C 0A3.

or at such other addresses as the Parties hereto may from time to time designate in writing.

**9. Defaults**

If the Forest Service, its employees, agents, invitees, licensees, permittees and contractors default in the observance and performance of any material term and condition contained in this Agreement and such default is not remedied within a 5 business days time after the Grantor has given notice to the Forest Service specifying the default and requesting it be cured, the Grantor may, suspend all rights of the Forest Service under this Agreement while this default continues. While its rights under this Agreement are suspended, the Forest Service will have no right to enter upon the right-of-way or to exercise any of the rights granted to it under this Agreement, except as required to cure the default. Any failure by the Grantor to exercise its rights with respect to any particular default of the Forest Service shall not operate as a waiver of its rights with respect to any continuing subsequent default.

**10. Entire Agreement**

This Agreement constitutes the entire agreement between the Grantor and the Forest Service regarding the right-of-way and supersedes all prior agreements and understandings between them. There are no representations, promises, agreements or understandings between the Grantor and the Forest Service concerning the right-of-way that are not expressly set out in this Agreement.

**11. Enurement**

This Agreement will enure to the benefit of and be binding upon the Grantor and the Forest Service and their respective successors and permitted assigns. The word *Grantor* is deemed to include the successors and permitted assigns, wherever the context so admits.

## 12. Governing Law

This Agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia.

IN WITNESS WHEREOF the Parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers or attorneys effective the day and year first recited above.

### Witnesses

Signature \_\_\_\_\_

Printed name of witness \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

Officer signature \_\_\_\_\_

### Parties' Signatures

Kagan Bay Properties Limited No. 671692  
By Its Authorized Signatory(ies)

Her Majesty the Queen in Right of the Province of  
British Columbia as represented by the Minister  
of Forests, Lands and Natural Resource  
Operations

Authorized Signatory  
Leonard Munt  
District Manager  
Haida Gwaii Natural Resource District

May 28/12  
H. There,  
I'm not sure  
if this material  
is in the file w/  
am forwarding to you  
cc: Max, Peggy

NR:EX

File 10640-30/8229-00  
Ronell Saind FSR

Clifford, Bill X FLNR:EX  
Thursday, May 3, 2012 2:01 PM  
Munt, Leonard A FLNR:EX; Duke, Larry A FLNR:EX  
Enemark, Peggy FLNR:EX  
RE: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

OK great, that makes life easy. All we will need to do is draft up an Addendum to the agreement which will change the term. I would need to be signed off by the Leonard and Kagan Bay, then attached to the document. I will have one drafted up and sent to you electronically hopefully by tomorrow. Peggy will change the date in our tracking system to ensure we give you a heads up when the new term is about to expire.

Bill

Bill

**From:** Munt, Leonard A FLNR:EX  
**Sent:** Thursday, May 3, 2012 1:36 PM  
**To:** Duke, Larry A FLNR:EX; Clifford, Bill X FLNR:EX  
**Cc:** Enemark, Peggy FLNR:EX  
**Subject:** Re: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Agreed - just an extension with no changes

**From:** Duke, Larry A FLNR:EX  
**Sent:** Thursday, May 03, 2012 01:34 PM  
**To:** Clifford, Bill X FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX; Enemark, Peggy FLNR:EX  
**Subject:** RE: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Hello Bill,

I'll be around. No changes have been communicated to me so we're looking at just an extension.

Thanks,

Larry

~~~~~  
**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342

"Material and opinions contained herein are solely those of the author and do not necessarily represent in whole or in part the position of the BC Ministry of Forests, Lands and Natural Resource Operations".

**From:** Clifford, Bill X FLNR:EX  
**Sent:** Thursday, May 3, 2012 1:29 PM

**To:** Duke, Larry A FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX; Enemark, Peggy FLNR:EX  
**Subject:** RE: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Ok Larry. I will call you tomorrow. Are you available in the afternoon? If this is just an extension, then I can do in this in a matter of hours or do you anticipate that there will be changes to the actual agreement itself?

*W.D.(Bill) Clifford, RI*

Senior Project Manager, Forest Land Acquisitions Group  
Forest Tenures Branch  
Ministry of Forest, Lands and Natural Resource Operations

Phone: 250-387-8646 Fax: 250-387-6445

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---

**From:** Duke, Larry A FLNR:EX  
**Sent:** Thursday, May 3, 2012 11:55 AM  
**To:** Clifford, Bill X FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX; Enemark, Peggy FLNR:EX  
**Subject:** Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Hello Bill,

We've just heard from the private land owner in Rennell Sound and they are interested in extending our Recreational Road Right of Way Agreement for another year. I've attached a copy for your information as I don't have a file number.

The current agreement is set to expire on June 15<sup>th</sup>. Can you assist us with drawing up a new agreement for June 15 2012 to June 15, 2013. s.22 as of June 1. Can we date this agreement for before this date?

Feel free to call me if you have any questions.

Thanks!

<< File: 20120503114354.pdf >> *agreement dd Aug 1/11 attached (6 pgs)*

~~~~~  
**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342

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## RECREATIONAL ROAD RIGHT OF WAY AGREEMENT

This Agreement dated for reference August 1, 2011, is made:

**BETWEEN:** KAGAN BAY PROPERTIES LTD.  
2900-500 Burrard Street, Vancouver, V6C 0A3

("the Grantor")

### OF THE FIRST PART

**AND:** HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA,  
AS REPRESENTED BY THE MINISTER OF FOREST, LANDS  
AND NATURAL RESOURCE OPERATIONS, c/o District Manager,  
Haida Gwaii District, Queen Charlotte City, British Columbia, V0T  
1S0

(the "Forest Service")

### OF THE SECOND PART

#### WHEREAS:

A. The Grantor is the registered owner of land legally described as:

PID: 010-916-954 District Lot 31 Queen Charlotte District

PID: 010-916-903 District Lot 30 Queen Charlotte District except the northerly 30 chains

(the "Lands")

- B. The Grantor owns a private road (the "Road") constructed on a portion of the Lands, which Road passes over a number of culverts and bridges; some of which are considered fish habitat (the "Culverts and Bridges");
- C. The Grantor does not wish to continue with the Road and to minimize any possible liability, including environmental, wishes to decommission the Road, including removing the Culverts and Bridges;
- D. The Forest Service has requested the Grantor to delay the decommissioning of the Road including removal of the Culverts and Bridges, and to grant to the Forest Service on the terms and conditions including the purposes set out in this Agreement, a right-of-way (the "right-of-way") over the Road which exists within the Lands at the date of this Agreement;

- E. The purpose and intent of this Agreement is to allow the Forest Service to use the Road during a short period of time while it is deciding what to do with its recreation site at Clapp Basin, Rennell Sound (the "Recreational Site") including the boat launch located at the Recreational Site, and it is also the intent of this Agreement that the responsibility for the Road, including the maintenance, repair and upgrade of the Road and the Culverts and Bridges shall be assumed by the Forest Service during the Term (herein defined), including ensuring the prevention of the deposit of any deleterious substances in any of the fish habitat and the avoidance of any harmful alteration, disruption or destruction of any fish habitat, in the right of way; and
- F. The right-of-way is necessary for the operation and maintenance of an undertaking of the Forest Service.

**THE GRANTOR AND THE FOREST SERVICE NOW AGREE AS FOLLOWS:**

**1. Grant of Right-of-Way**

Now therefore, in consideration of the amount described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Forest Service now agree as follows:

For the purposes of operating, maintaining, repairing and upgrading the Road and the Culverts and Bridges, the Grantor grants to the Forest Service and to the Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), a non-exclusive right-of-way in common with the Grantor and the Grantor's employees, agents, invitees, licensees, permittees and contractors (but not members of the public) to pass and repass along, and over the right-of-way, together with the right to upgrade, repair and maintain, the Road and the Culverts and Bridges, and for the purposes herein after set out, within the right-of-way with and without vehicles suitable for the type of road, (but not for the purpose of parking vehicles or placing any vehicle or equipment so as to block any cross-road, driveway or entrance or exit ramp).

In addition to the purposes set out in the foregoing paragraph, the Road will be operated as a recreational road, but not as an industrial road, primarily for access to and from the Recreational Site, while the Forest service is deciding what to do with the Recreational Site including the boat launch located at the site. It is not the purpose and intention of the parties hereto (the "Parties") that the Road be long term or permanent and it is not the intention or purpose that the Road be either a Forest Service Road or a public road.

**2. Payment**

During the Term, unless earlier terminated, the Forest Service will pay the Grantor

a fee of \$1.00, the receipt and sufficiency of which is hereby acknowledged, for the rights herein granted.

**4. Term of Agreement**

- a) The term of this Agreement (the "Term") is 10 months and 15 days, commencing August 1, 2011 (the "Commencement Date"), and ending on June 15, 2012.

**5. Promises**

- a) The Forest Service will:

- (i) use, and permit the use of by the Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), the right-of-way only for the purposes set out in this Agreement including section 1 and for no other purpose without the express written consent of the Grantor;
- (ii) use, and permit the use of by Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), the right-of-way so as not to cause any damage or disturbance to the right-of-way or the Lands and in particular, but without limitation, to the natural drainage pattern of the Lands;
- (iii) undertake the maintenance, repair and upgrade of the Road and the Culverts and Bridges;
- (iv) use its best efforts to prevent, control and extinguish any fire on the Lands or any lands adjacent to the Lands, and will conform to and observe the provisions of the Forest and Range Practices Act (as amended or replaced from time to time) and any other statutes and regulations that are in force or may in the future be enacted or made regarding the prevention of fires. The Forest Service will reimburse the Grantor for any costs or expenses the Grantor incurs to fight fires for which the Forest Service's employees, agents, invitees, licensees, permittees and contractors may cause on an actual cost basis and not on the Forest Service scale;
- (v) Indemnify and save harmless the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law may sustain, incur, suffer or be put to arising out of, the non performance of the Forest Service of its covenants and promises set out in this Agreement or the use of the right-of-way, including without limitation the maintenance, repair and upgrade of the Road and the Culverts and Bridges, by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors and members of the public (who in the case of the public may use the Road without permission), excepting always liability arising out of the negligent acts or negligent omissions of the Grantor, its employees, agents, invitees, licensees, permittees, contractors or any party for whom the Grantor is responsible at law taking place after the Commencement Date;
- (vi) comply with, and ensure all use of the right-of-way in all aspects complies with, all laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority governing, affecting, or in any way related to the use of the right-of-way;
- (vii) ensure that the use of the right-of-way by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors does not impair or obstruct the condition of the right-of-way;
- (viii) ensure that the right-of-way remains in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the right-of-way by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors;
- (ix) with limiting the generality of the foregoing subsections, exercise all reasonable care in undertaking the maintenance, repair and upgrade of the Road and the Culverts and Bridges to ensure their stability so as to prevent the deposit of deleterious substances in any rivers or streams in the area of the Lands and avoid any harmful alteration, disruption or destruction of fish habitat in the area of the Lands.

- (x) not claim any indemnity or compensation from the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, for any loss, damage, injury or expense (including, without limitation, in respect of bodily injury or death of any person or loss or damage to any property) caused by the condition of the right-of-way including the Road and the Culverts and Bridges, except to the extent that such loss, damage, injury or expense arises from the negligent acts or negligent omissions of the Grantor or any party for whom they are responsible at law which negligent acts or omissions take place after the Commencement Date; and for greater certainty, subject to Section 6 hereof, the Forest Service accepts the Road and the Culverts and Bridges on an as is where is basis and condition and waives any right or claim as against the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, for the condition of the Road, Culverts and Bridges as at the Commencement Date, even if due to lack of maintenance, repair or upgrading by the Grantor;
  - (xi) during the Term effect and maintain all risk property and third party liability insurance which shall name the Grantor as an additional insured. Notwithstanding any other provision of this agreement, the Forest Service will be entitled to self-insure for the requirements of this section.
  - (xii) at the end of the Term, the Forest Service shall deliver possession of the Road and the right-of-way (including the Culverts and Bridges) to the Grantor in the condition they are required to be maintained and kept during the Term with the gate closed, and all persons and all personal property including vehicles, trailers and campers, requiring use of the Road removed from the Recreational Site and the Lands, and the Recreational Site and Lands left in a clean and neat condition.
- b) The Grantor will:
- (i) not do or knowingly permit to be done any act or thing which will interfere with or injure the use, construction or maintenance of the right-of-way.

#### 6. Initial Grantor Repairs to Culverts

It is acknowledged and understood that prior to and possibly as at the Commencement Date, the Grantor has been logging the Lands (starting in July 2011) and may still be logging the Lands, using the Road, and that the logging may cause damage to one or more Culverts. Within 3 business days following the Commencement Date, representatives of the Parties shall inspect the Culverts and agree upon any damage caused to the Culverts by the logging carried out in July 2011 only. The Grantor agrees before it ceases logging or if it has, within 10 business days following the said inspection by the parties, to carry out repairs to any damage caused by the July 2011 logging deemed adequate for the temporary use of the Road. Once these temporary repairs have been made, the Grantor's responsibility for the condition of Culvert or Culverts including the temporary repairs shall pass to and be assumed by the Forest Service

#### 7. No Assignment

Nether Party will assign this Agreement.

#### 8. Notice

Any notice, document or communication required or permitted to be given under this agreement must be in writing and will be deemed to have been given if delivered by hand, courier, or double-registered mail to the party to whom it is to be given as follows:

**To the Province:**

District Manager  
Ministry of Forests, Lands and Natural Resource Operations  
Halda Gwail District  
Queen Charlotte City  
British Columbia V0T 1S0

**To the Grantor:**

Kagan Bay Properties Limited (need contact name, etc.)  
s.22

And the registered and records office of

Kagan Bay Properties at:  
2900-500 Burrard Street, Vancouver, V6C 0A3.

or at such other addresses as the Parties hereto may from time to time designate in writing.

**9. Defaults**

If the Forest Service, its employees, agents, invitees, licensees, permittees and contractors default in the observance and performance of any material term and condition contained in this Agreement and such default is not remedied within a 5 business days time after the Grantor has given notice to the Forest Service specifying the default and requesting it be cured, the Grantor may, suspend all rights of the Forest Service under this Agreement while this default continues. While its rights under this Agreement are suspended, the Forest Service will have no right to enter upon the right-of-way or to exercise any of the rights granted to it under this Agreement, except as required to cure the default. Any failure by the Grantor to exercise its rights with respect to any particular default of the Forest Service shall not operate as a waiver of its rights with respect to any continuing subsequent default.

**10. Entire Agreement**

This Agreement constitutes the entire agreement between the Grantor and the Forest Service regarding the right-of-way and supersedes all prior agreements and understandings between them. There are no representations, promises, agreements or understandings between the Grantor and the Forest Service concerning the right-of-way that are not expressly set out in this Agreement.

**11. Enurement**

This Agreement will enure to the benefit of and be binding upon the Grantor and the Forest Service and their respective successors and permitted assigns. The word *Grantor* is deemed to include the successors and permitted assigns, wherever the context so admits.

**12. Governing Law**

This Agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia.

IN WITNESS WHEREOF the Parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers or attorneys effective the day and year first recited above.

**Witnesses**

**Parties' Signatures**

Signature \_\_\_\_\_

Printed name of witness \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

Officer signature \_\_\_\_\_

**Kagan Bay Properties Limited No. 671692**  
By its Authorized Signatory(ies)

**Her Majesty the Queen In Right of the Province of  
British Columbia as represented by the Minister  
of Forests, Lands and Natural Resource**

**Operations**

**Authorized Signatory**

**Leonard Munt**

**District Manager**

**Haida Gwaii Natural Resource District**

## **Enemark, Peggy FLNR:EX**

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**From:** Clifford, Bill X FLNR:EX  
**Sent:** Friday, May 4, 2012 12:58 PM  
**To:** Enemark, Peggy FLNR:EX  
**Subject:** FW: Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Peggy will you put together an addendum document for this non-registered SRW (see attachment) for me. Only the expiry date or the term is being amended. The document will go from June 15<sup>th</sup> 2012 to June 14<sup>th</sup> 2013 (note date below is one day off a year). Leonard Mundt will sign this on behalf of FLNRO.

We can discuss on Monday.

Cheers

Bill

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**From:** Duke, Larry A FLNR:EX  
**Sent:** Thursday, May 3, 2012 11:55 AM  
**To:** Clifford, Bill X FLNR:EX  
**Cc:** Munt, Leonard A FLNR:EX; Enemark, Peggy FLNR:EX  
**Subject:** Recreational Right of Way Agreement - Clapp Road Extension (8229 or 8468)

Hello Bill,

We've just heard from the private land owner in Rennell Sound and they are interested in extending our Recreational Road Right of Way Agreement for another year. I've attached a copy for your information as I don't have a file number.

The current agreement is set to expire on June 15<sup>th</sup>. Can you assist us with drawing up a new agreement for June 15 2012 to June 15, 2013. s.22  
agreement for before this date? as of June 1. Can we date this

Feel free to call me if you have any questions.  
Thanks!



20120503114354.  
pdf

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### **Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342

"Material and opinions contained herein are solely those of the author and do not necessarily represent in whole or in part the position of the BC Ministry of Forests, Lands and Natural Resource Operations".

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## RECREATIONAL ROAD RIGHT OF WAY AGREEMENT

This Agreement dated for reference August 1, 2011, is made:

**BETWEEN:** KAGAN BAY PROPERTIES LTD.  
2900-500 Burrard Street, Vancouver, V6C 0A3

("the Grantor")

### OF THE FIRST PART

**AND:** HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA,  
AS REPRESENTED BY THE MINISTER OF FOREST, LANDS  
AND NATURAL RESOURCE OPERATIONS, c/o District Manager,  
Haida Gwaii District, Queen Charlotte City, British Columbia, V0T  
1S0

(the "Forest Service")

### OF THE SECOND PART

#### WHEREAS:

A. The Grantor is the registered owner of land legally described as:

PID: 010-916-954 District Lot 31 Queen Charlotte District

PID: 010-916-903 District Lot 30 Queen Charlotte District except the northerly 30 chains

(the "Lands")

B. The Grantor owns a private road (the "Road") constructed on a portion of the Lands, which Road passes over a number of culverts and bridges; some of which are considered fish habitat (the "Culverts and Bridges");

C. The Grantor does not wish to continue with the Road and to minimize any possible liability, including environmental, wishes to decommission the Road, including removing the Culverts and Bridges;

D. The Forest Service has requested the Grantor to delay the decommissioning of the Road including removal of the Culverts and Bridges, and to grant to the Forest Service on the terms and conditions including the purposes set out in this Agreement, a right-of-way (the "right-of-way") over the Road which exists within the Lands at the date of this Agreement;

- E. The purpose and intent of this Agreement is to allow the Forest Service to use the Road during a short period of time while it is deciding what to do with its recreation site at Clapp Basin, Rennell Sound (the "Recreational Site") including the boat launch located at the Recreational Site, and it is also the intent of this Agreement that the responsibility for the Road, including the maintenance, repair and upgrade of the Road and the Culverts and Bridges shall be assumed by the Forest Service during the Term (herein defined), including ensuring the prevention of the deposit of any deleterious substances in any of the fish habitat and the avoidance of any harmful alteration, disruption or destruction of any fish habitat, in the right of way; and
- F. The right-of-way is necessary for the operation and maintenance of an undertaking of the Forest Service.

**THE GRANTOR AND THE FOREST SERVICE NOW AGREE AS FOLLOWS:**

**1. Grant of Right-of-Way**

Now therefore, in consideration of the amount described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Forest Service now agree as follows:

For the purposes of operating, maintaining, repairing and upgrading the Road and the Culverts and Bridges, the Grantor grants to the Forest Service and to the Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), a non-exclusive right-of-way in common with the Grantor and the Grantor's employees, agents, invitees, licensees, permittees and contractors (but not members of the public) to pass and repass along, and over the right-of-way, together with the right to upgrade, repair and maintain, the Road and the Culverts and Bridges, and for the purposes herein after set out, within the right-of-way with and without vehicles suitable for the type of road, (but not for the purpose of parking vehicles or placing any vehicle or equipment so as to block any cross-road, driveway or entrance or exit ramp).

In addition to the purposes set out in the foregoing paragraph, the Road will be operated as a recreational road, but not as an industrial road, primarily for access to and from the Recreational Site, while the Forest service is deciding what to do with the Recreational Site including the boat launch located at the site. It is not the purpose and intention of the parties hereto (the "Parties") that the Road be long term or permanent and it is not the intention or purpose that the Road be either a Forest Service Road or a public road.

**2. Payment**

During the Term, unless earlier terminated, the Forest Service will pay the Grantor

a fee of \$1.00, the receipt and sufficiency of which is hereby acknowledged, for the rights herein granted.

**4. Term of Agreement**

- a) The term of this Agreement (the "Term") is 10 months and 15 days, commencing August 1, 2011 (the "Commencement Date"), and ending on June 15, 2012.

**5. Promises**

- a) The Forest Service will:

- (i) use, and permit the use of by the Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), the right-of-way only for the purposes set out in this Agreement including section 1 and for no other purpose without the express written consent of the Grantor;
- (ii) use, and permit the use of by Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), the right-of-way so as not to cause any damage or disturbance to the right-of-way or the Lands and in particular, but without limitation, to the natural drainage pattern of the Lands;
- (iii) undertake the maintenance, repair and upgrade of the Road and the Culverts and Bridges;
- (iv) use its best efforts to prevent, control and extinguish any fire on the Lands or any lands adjacent to the Lands, and will conform to and observe the provisions of the Forest and Range Practices Act (as amended or replaced from time to time) and any other statutes and regulations that are in force or may in the future be enacted or made regarding the prevention of fires. The Forest Service will reimburse the Grantor for any costs or expenses the Grantor incurs to fight fires for which the Forest Service's employees, agents, invitees, licensees, permittees and contractors may cause on an actual cost basis and not on the Forest Service scale;
- (v) indemnify and save harmless the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law may sustain, incur, suffer or be put to arising out of, the non performance of the Forest Service of its covenants and promises set out in this Agreement or the use of the right-of-way, including without limitation the maintenance, repair and upgrade of the Road and the Culverts and Bridges, by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors and members of the public (who in the case of the public may use the Road without permission), excepting always liability arising out of the negligent acts or negligent omissions of the Grantor, its employees, agents, invitees, licensees, permittees, contractors or any party for whom the Grantor is responsible at law taking place after the Commencement Date;
- (vi) comply with, and ensure all use of the right-of-way in all aspects complies with, all laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority governing, affecting, or in any way related to the use of the right-of-way;
- (vii) ensure that the use of the right-of-way by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors does not impair or obstruct the condition of the right-of-way;
- (viii) ensure that the right-of-way remains in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the right-of-way by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors;
- (ix) with limiting the generality of the foregoing subsections, exercise all reasonable care in undertaking the maintenance, repair and upgrade of the Road and the Culverts and Bridges to ensure their stability so as to prevent the deposit of deleterious substances in any rivers or streams in the area of the Lands and avoid any harmful alteration, disruption or destruction of fish habitat in the area of the Lands.

- (x) not claim any indemnity or compensation from the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, for any loss, damage, injury or expense (including, without limitation, in respect of bodily injury or death of any person or loss or damage to any property) caused by the condition of the right-of-way including the Road and the Culverts and Bridges, except to the extent that such loss, damage, injury or expense arises from the negligent acts or negligent omissions of the Grantor or any party for whom they are responsible at law which negligent acts or omissions take place after the Commencement Date; and for greater certainty, subject to Section 6 hereof, the Forest Service accepts the Road and the Culverts and Bridges on an as is where is basis and condition and waives any right or claim as against the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, for the condition of the Road, Culverts and Bridges as at the Commencement Date, even if due to lack of maintenance, repair or upgrading by the Grantor;
  - (xi) during the Term effect and maintain all risk property and third party liability insurance which shall name the Grantor as an additional insured. Notwithstanding any other provision of this agreement, the Forest Service will be entitled to self-insure for the requirements of this section.
  - (xii) at the end of the Term, the Forest Service shall deliver possession of the Road and the right-of-way (including the Culverts and Bridges) to the Grantor in the condition they are required to be maintained and kept during the Term with the gate closed, and all persons and all personal property including vehicles, trailers and campers, requiring use of the Road removed from the Recreational Site and the Lands, and the Recreational Site and Lands left in a clean and neat condition.
- b) The Grantor will:
- (i) not do or knowingly permit to be done any act or thing which will interfere with or injure the use, construction or maintenance of the right-of-way.

#### 6. Initial Grantor Repairs to Culverts

It is acknowledged and understood that prior to and possibly as at the Commencement Date, the Grantor has been logging the Lands (starting in July 2011) and may still be logging the Lands, using the Road, and that the logging may cause damage to one or more Culverts. Within 3 business days following the Commencement Date, representatives of the Parties shall inspect the Culverts and agree upon any damage caused to the Culverts by the logging carried out in July 2011 only. The Grantor agrees before it ceases logging or if it has, within 10 business days following the said inspection by the parties, to carry out repairs to any damage caused by the July 2011 logging deemed adequate for the temporary use of the Road. Once these temporary repairs have been made, the Grantor's responsibility for the condition of Culvert or Culverts including the temporary repairs shall pass to and be assumed by the Forest Service

#### 7. No Assignment

Nether Party will assign this Agreement.

#### 8. Notice

Any notice, document or communication required or permitted to be given under this agreement must be in writing and will be deemed to have been given if delivered by hand, courier, or double-registered mail to the party to whom it is to be given as follows:

**To the Province:**

District Manager  
Ministry of Forests, Lands and Natural Resource Operations  
Haida Gwaii District  
Queen Charlotte City  
British Columbia V0T 1S0

**To the Grantor:**

Kagan Bay Properties Limited (need contact name, etc.)  
s.22

And the registered and records office of

Kagan Bay Properties at:  
2900-500 Burrard Street, Vancouver, V6C 0A3.

or at such other addresses as the Parties hereto may from time to time designate in writing.

**9. Defaults**

If the Forest Service, its employees, agents, invitees, licensees, permittees and contractors default in the observance and performance of any material term and condition contained in this Agreement and such default is not remedied within a 5 business days time after the Grantor has given notice to the Forest Service specifying the default and requesting it be cured, the Grantor may, suspend all rights of the Forest Service under this Agreement while this default continues. While its rights under this Agreement are suspended, the Forest Service will have no right to enter upon the right-of-way or to exercise any of the rights granted to it under this Agreement, except as required to cure the default. Any failure by the Grantor to exercise its rights with respect to any particular default of the Forest Service shall not operate as a waiver of its rights with respect to any continuing subsequent default.

**10. Entire Agreement**

This Agreement constitutes the entire agreement between the Grantor and the Forest Service regarding the right-of-way and supersedes all prior agreements and understandings between them. There are no representations, promises, agreements or understandings between the Grantor and the Forest Service concerning the right-of-way that are not expressly set out in this Agreement.

**11. Enurement**

This Agreement will enure to the benefit of and be binding upon the Grantor and the Forest Service and their respective successors and permitted assigns. The word *Grantor* is deemed to include the successors and permitted assigns, wherever the context so admits.

**12. Governing Law**

This Agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia.

IN WITNESS WHEREOF the Parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers or attorneys effective the day and year first recited above.

**Witnesses**

**Parties' Signatures**

Signature \_\_\_\_\_

Printed name of witness \_\_\_\_\_

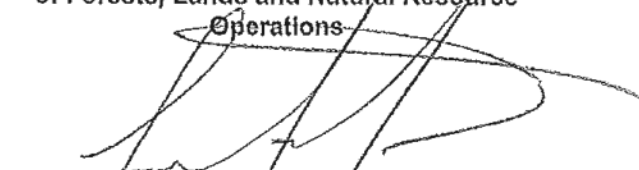
Address \_\_\_\_\_

Occupation \_\_\_\_\_

Officer signature \_\_\_\_\_

**Kagan Bay Properties Limited No. 671692  
By Its Authorized Signatory(ies)**

**Her Majesty the Queen in Right of the Province of  
British Columbia as represented by the Minister  
of Forests, Lands and Natural Resource  
Operations**

  
\_\_\_\_\_  
**Authorized Signatory  
Leonard Munt  
District Manager  
Haide Gwaii Natural Resource District**

## **Enemark, Peggy FLNR:EX**

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**From:** Munt, Leonard A FLNR:EX  
**Sent:** Tuesday, May 1, 2012 11:10 AM  
**To:** Enemark, Peggy FLNR:EX  
**Subject:** Re: Question: Rennell Sound FSR (project 8229) NR

Clapp basin - Rennell sound

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**From:** Enemark, Peggy FLNR:EX  
**Sent:** Tuesday, May 01, 2012 10:58 AM  
**To:** Munt, Leonard A FLNR:EX  
**Subject:** RE: Question: Rennell Sound FSR (project 8229) g NR

Thanks Leonard. Is this agreement associated with the Rennell Sound NR FSR?

Cheers,  
Peggy

**Peggy Enemark**  
Project Coordinator, Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
Phone: 250-387-8624 Fax: 250-387-6445

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**From:** Munt, Leonard A FLNR:EX  
**Sent:** Tuesday, May 1, 2012 10:13 AM  
**To:** Enemark, Peggy FLNR:EX  
**Cc:** Duke, Larry A FLNR:EX  
**Subject:** RE: Question: Rennell Sound FSR (project 8229) NR

Working on getting it extended for another year. Owner<sup>s.22</sup> and hard to track down – will keep you posted

**Leonard Munt**  
District Manager, Haida Gwaii Natural Resource District  
Ministry of Forest, Lands and Natural Resource Operations  
Box 39  
QCC, BC, V0T 1S0  
Tel: 250-559-6202 Fax: 250-559-8342  
Email: [Leonard.Munt@gov.bc.ca](mailto:Leonard.Munt@gov.bc.ca)

---

**From:** Enemark, Peggy FLNR:EX  
**Sent:** Tuesday, May 1, 2012 9:37 AM  
**To:** Munt, Leonard A FLNR:EX  
**Subject:** RE: Question: Rennell Sound FSR (project 8229) NR

Hi Len,

Just following up on this. Per my note below, can you let me know when you have a chance?

Thanks very much.

Cheers,  
Peggy

**Peggy Enemark**

Project Coordinator, Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
Phone: 250-387-8624 Fax: 250-387-6445

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**From:** Enemark, Peggy FLNR:EX  
**Sent:** Friday, April 13, 2012 2:27 PM  
**To:** Munt, Leonard A FLNR:EX  
**Subject:** Question: Rennell Sound FSR (project 8229) NR

Hi Len,

Our database also indicates to notify you of the attached Recreational Road Right of Way agreement expiring June 15, 2012 associated with the Rennell Sound FSR (project 8229).

NR

Could you clarify please so our records can be updated?

Sorry for any confusion.

Thanks,  
Peggy

**Peggy Enemark**

Project Coordinator, Forest Tenures Branch  
Tenures, Competitiveness & Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2  
Phone: 250-387-8624 Fax: 250-387-6445

NR



**Peggy Enemark**

Project Coordinator, Forest Tenures Branch

Tenures, Competitiveness & Innovation Division

Ministry of Forests, Lands and Natural Resource Operations

3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2

Phone: 250-387-8624 Fax: 250-387-6445

10/31/2011 4:08 PM N/A  
8229 Page 1 of 6 pages



## RECREATIONAL ROAD RIGHT OF WAY AGREEMENT

This Agreement dated for reference August 1, 2011, is made:

BETWEEN: KAGAN BAY PROPERTIES LTD.  
2900-500 Burrard Street, Vancouver, V6C 0A3

("the Grantor")

OF THE FIRST PART

AND: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA,  
AS REPRESENTED BY THE MINISTER OF FOREST, LANDS  
AND NATURAL RESOURCE OPERATIONS, c/o District Manager,  
Halda Gwall District, Queen, Charlotte City, British Columbia, V0T  
1S0

(the "Forest Service")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner of land legally described as:

PID: 010-916-954 District Lot 31 Queen Charlotte District

PID: 010-916-903 District Lot 30 Queen Charlotte District except the northerly 30 chains

(the "Lands")

- B. The Grantor owns a private road (the "Road") constructed on a portion of the Lands, which Road passes over a number of culverts and bridges; some of which are considered fish habitat (the "Culverts and Bridges");
- C. The Grantor does not wish to continue with the Road and to minimize any possible liability, including environmental, wishes to decommission the Road, including removing the Culverts and Bridges;
- D. The Forest Service has requested the Grantor to delay the decommissioning of the Road including removal of the Culverts and Bridges, and to grant to the Forest Service on the terms and conditions including the purposes set out in this Agreement, a right-of-way (the "right-of-way") over the Road which exists within the Lands at the date of this Agreement;

- E. The purpose and Intent of this Agreement is to allow the Forest Service to use the Road during a short period of time while it is deciding what to do with its recreation site at Clapp Basin, Rennell Sound (the "Recreational Site") including the boat launch located at the Recreational Site. It is also the intent of this Agreement that the responsibility for the Road, including the maintenance, repair and upgrade of the Road and the Culverts and Bridges shall be assumed by the Forest Service during the Term (herein defined), including ensuring the prevention of the deposit of any deleterious substances in any of the fish habitat and the avoidance of any harmful alteration, disruption or destruction of any fish habitat, in the right of way; and
- F. The right-of-way is necessary for the operation and maintenance of an undertaking of the Forest Service.

**THE GRANTOR AND THE FOREST SERVICE NOW AGREE AS FOLLOWS:**

**1. Grant of Right-of-Way**

Now therefore, in consideration of the amount described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Forest Service now agree as follows:

For the purposes of operating, maintaining, repairing and upgrading the Road and the Culverts and Bridges, the Grantor grants to the Forest Service and to the Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), a non-exclusive right-of-way in common with the Grantor and the Grantor's employees, agents, invitees, licensees, permittees and contractors (but not members of the public) to pass and repass along, and over the right-of-way, together with the right to upgrade, repair and maintain, the Road and the Culverts and Bridges, and for the purposes herein after set out, within the right-of-way with and without vehicles suitable for the type of road, (but not for the purpose of parking vehicles or placing any vehicle or equipment so as to block any cross-road, driveway or entrance or exit ramp).

In addition to the purposes set out in the foregoing paragraph, the Road will be operated as a recreational road, but not as an industrial road, primarily for access to and from the Recreational Site, while the Forest Service is deciding what to do with the Recreational Site including the boat launch located at the site. It is not the purpose and intention of the parties hereto (the "Parties") that the Road be long term or permanent and it is not the intention or purpose that the Road be either a Forest Service Road or a public road.

**2. Payment**

During the Term, unless earlier terminated, the Forest Service will pay the Grantor

a fee of \$1.00, the receipt and sufficiency of which is hereby acknowledged, for the rights herein granted.

**4. Term of Agreement**

- a) The term of this Agreement (the "Term") is 10 months and 15 days, commencing August 1, 2011 (the "Commencement Date"), and ending on June 15, 2012.

**5. Promises**

- a) The Forest Service will:

- (I) use, and permit the use of by the Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), the right-of-way only for the purposes set out in this Agreement including section 1 and for no other purpose without the express written consent of the Grantor;
- (II) use, and permit the use of by Forest Service's employees, agents, invitees, licensees, permittees and contractors (but not members of the public), the right-of-way so as not to cause any damage or disturbance to the right-of-way or the Lands and in particular, but without limitation, to the natural drainage pattern of the Lands;
- (III) undertake the maintenance, repair and upgrade of the Road and the Culverts and Bridges;
- (iv) use its best efforts to prevent, control and extinguish any fire on the Lands or any lands adjacent to the Lands, and will conform to and observe the provisions of the Forest and Range Practices Act (as amended or replaced from time to time) and any other statutes and regulations that are in force or may in the future be enacted or made regarding the prevention of fires. The Forest Service will reimburse the Grantor for any costs or expenses the Grantor incurs to fight fires for which the Forest Service's employees, agents, invitees, licensees, permittees and contractors may cause on an actual cost basis and not on the Forest Service scale;
- (v) indemnify and save harmless the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law may sustain, incur, suffer or be put to arising out of, the non performance of the Forest Service of its covenants and promises set out in this Agreement or the use of the right-of-way, including without limitation the maintenance, repair and upgrade of the Road and the Culverts and Bridges, by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors and members of the public (who in the case of the public may use the Road without permission), excepting always liability arising out of the negligent acts or negligent omissions of the Grantor, its employees, agents, invitees, licensees, permittees, contractors or any party for whom the Grantor is responsible at law taking place after the Commencement Date;
- (vi) comply with, and ensure all use of the right-of-way in all aspects complies with, all laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority governing, affecting, or in any way related to the use of the right-of-way;
- (vii) ensure that the use of the right-of-way by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors does not impair or obstruct the condition of the right-of-way;
- (viii) ensure that the right-of-way remains in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the right-of-way by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors;
- (ix) with limiting the generality of the foregoing subsections, exercise all reasonable care in undertaking the maintenance, repair and upgrade of the Road and the Culverts and Bridges to ensure their stability so as to prevent the deposit of deleterious substances in any rivers or streams in the area of the Lands and avoid any harmful alteration, disruption or destruction of fish habitat in the area of the Lands.

- (x) not claim any indemnity or compensation from the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, for any loss, damage, injury or expense (including, without limitation, in respect of injury or death of any person or loss or damage to any property) caused by the condition of the right-of-way including the Road and the Culverts and Bridges, except to the extent that such loss, damage, injury or expense arises from the negligent acts or negligent omissions of the Grantor or any party for whom they are responsible at law which negligent acts or omissions take place after the Commencement Date; and for greater certainty, subject to Section 6 hereof, the Forest Service accepts the Road and the Culverts and Bridges on an as is where is basis and condition and waives any right or claim as against the Grantor and its directors, officers, employees, contractors and any party for whom the Grantor is responsible at law, for the condition of the Road, Culverts and Bridges as at the Commencement Date, even if due to lack of maintenance, repair or upgrading by the Grantor;
  - (xi) during the Term effect and maintain all risk property and third party liability insurance which shall name the Grantor as an additional insured. Notwithstanding any other provision of this agreement, the Forest Service will be entitled to self-insure for the requirements of this section.
  - (xii) at the end of the Term, the Forest Service shall deliver possession of the Road and the right-of-way (including the Culverts and Bridges) to the Grantor in the condition they are required to be maintained and kept during the Term with the gate closed, and all persons and all personal property including vehicles, trailers and campers, requiring use of the Road removed from the Recreational Site and the Lands, and the Recreational Site and Lands left in a clean and neat condition.
- b) The Grantor will:
- (i) not do or knowingly permit to be done any act or thing which will interfere with or injure the use, construction or maintenance of the right-of-way.

6. Initial Grantor Repairs to Culverts

It is acknowledged and understood that prior to and possibly as at the Commencement Date, the Grantor has been logging the Lands (starting in July 2011) and may still be logging the Lands, using the Road, and that the logging may cause damage to one or more Culverts. Within 3 business days following the Commencement Date, representatives of the Parties shall inspect the Culverts and agree upon any damage caused to the Culverts by the logging carried out in July 2011 only. The Grantor agrees before it ceases logging or if it has, within 10 business days following the said inspection by the parties, to carry out repairs to any damage caused by the July 2011 logging deemed adequate for the temporary use of the Road. Once these temporary repairs have been made, the Grantor's responsibility for the condition of Culvert or Culverts including the temporary repairs shall pass to and be assumed by the Forest Service.

7. No Assignment

Nether Party will assign this Agreement.

8. Notice

Any notice, document or communication required or permitted to be given under this agreement must be in writing and will be deemed to have been given if delivered by hand, courier, or double-registered mail to the party to whom it is to be given as follows:

To the Province:

District Manager  
Ministry of Forests, Lands and Natural Resource Operations  
Halda Gwall District  
Queen Charlotte City  
British Columbia V0T 1S0

To the Grantor:

Kagan Bay Properties Limited (need contact name, etc.)  
Attention: S.22

s.22

Kagan Bay Properties at:  
2900-500 Burrard Street, Vancouver, V6C 0A3.

And the registered and records office of

or at such other addresses as the Parties hereto may from time to time designate in writing.

9. Defaults

If the Forest Service, its employees, agents, invitees, licensees, permittees and contractors default in the observance and performance of any material term and condition contained in this Agreement and such default is not remedied within a 5 business days time after the Grantor has given notice to the Forest Service specifying the default and requesting it be cured, the Grantor may, suspend all rights of the Forest Service under this Agreement while this default continues. While its rights under this Agreement are suspended, the Forest Service will have no right to enter upon the right-of-way or to exercise any of the rights granted to it under this Agreement, except as required to cure the default. Any failure by the Grantor to exercise its rights with respect to any particular default of the Forest Service shall not operate as a waiver of its rights with respect to any continuing subsequent default.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Grantor and the Forest Service regarding the right-of-way and supersedes all prior agreements and understandings between them. There are no representations, promises, agreements or understandings between the Grantor and the Forest Service concerning the right-of-way that are not expressly set out in this Agreement.

11. Enurement

This Agreement will enure to the benefit of and be binding upon the Grantor and the Forest Service and their respective successors and permitted assigns. The word *Grantor* is deemed to include the successors and permitted assigns, wherever the context so admits.

12. Governing Law

This Agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia.

IN WITNESS WHEREOF the Parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers or attorneys effective the day and year first recited above.

Witnesses

Parties' Signatures

Signature

Printed name of witness

Address

Occupation

Officer signature

Kagan Bay Properties Limited No. 671692  
By its Authorized Signatory(ies)

Her Majesty the Queen in Right of the Province of  
British Columbia as represented by the Minister  
of Forests, Lands and Natural Resource  
Operations

Authorized Signatory  
Leonard Munt  
District Manager  
Haida Gwaii Natural Resource District

**Skinner, Lorraine FLNR:EX**

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**From:** Records Management Centre [DoNotReply@SP2010.gov.bc.ca]  
**Sent:** Monday, May 7, 2012 2:19 PM  
**To:** FLNR Records Management Center FLNR:EX  
**Subject:** Open New Part Request - FTB

Please process the following **OPEN NEW PART REQUEST:**

**SUBMITTED BY:** IDIR\penemark  
**DATE SUBMITTED:** 07/05/2012 2:19:11 PM  
**REQUEST #:** 2012571401911  
**Owner Location:** FTB  
  
**File Number:** 10640-30/8229-00  
**Free Text Title:** RENNELL SOUND FSR  
**Media Type:** file  
**Keywords/Notes:**  
**Content End Date for Previous Part:** 05/08/2011 12:00:00 AM  
**Content Start Date for New Part:** 05/08/2011 12:00:00 AM  
**Need copy of file sent to you?:** Yes  
**Special Security Standards:**  
**Charge File Out to:**  
**Additional Comments:** thank you!!

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This email was generated from the [RMC Sharepoint](#)





Distribution: File

Document name: G:\Workgrp\Engineering\FSR-RENNELL\Rennell Road Slide\MRL 124605 Heather Nelson-Smith response.docx RPT aw Contact: Tyler Peet Date typed: 2010/07/21 Date last saved: 2010-07-21 2010-07-20 1:56 PM

File: 280-30 MRL  
11400-01 Roads General

Ref: 124605

July 21, 2010

Heather Nelson-Smith  
Clerk/Treasurer  
The Village of Port Clements  
36 Cedar Avenue  
Port Clements, British Columbia  
V0T 1R0



Dear Heather Nelson-Smith:

Thank you for your letter to Minister Bell we received on May 25, 2010 regarding the landslide that occurred across private property in the Clapp Basin on Haida Gwaii. I understand that the landslide has since been cleared and that currently there is access to the boat launch and recreational area at the far end of the road.

While it is unlikely that the province will be able to expropriate this road right-of-way from the private land owner; representatives for the land owners have been receptive to other possible arrangements. One such arrangement might be a right-of-way agreement between the land owner and a user group which would bear the responsibility for the maintenance of the road.

While Ministry of Forests and Range (MFR) staff can facilitate these discussions, they will be most effective if a community-led user group participates in the process. I have directed staff from the Haida Gwaii Forest District to contact you and discuss the formation of such a group, and from there assist with dialogue between the group and the land owner.

Page 1 of 2

Ministry of Forests  
and Range

Haida Gwaii Forest District

Location:  
1229 Oceanview Drive  
Queen Charlotte BC

Mailing Address:  
Box 39  
Queen Charlotte BC V0T 1S0

Tel: (250) 559-6200  
Fax: (250) 559-8342

Given the value that this site has for recreation and tourism purposes, I hope that a user group might arrive at a mutually acceptable arrangement with the landowner. Should you have any further questions or concerns, please feel free to contact Tyler Peet, Integrated Operations Manager at 250-559-6203 or at [tyler.peet@gov.bc.ca](mailto:tyler.peet@gov.bc.ca).

Yours truly,



Leonard Munt  
District Manager  
Haida Gwaii Forest District

pc: Honourable Pat Bell, Minister of Forests and Range

File: 16660-20/REC3092 Clapp Basin

October 29, 2012

**BY EMAIL**

s.22

As you know, the Haida Gwaii Natural Resource District engaged with the owner of the Clapp Basin Road in the summer of 2011 to establish a Recreational Road Right of Way Agreement. This agreement placed all aspects of liability associated with the road on to the District. The intent of this agreement was to postpone the land owner's immediate plans for road deactivation, allowing the recreational users continued access for the summers of 2011 & 2012 and to give the District and your organization time to investigate possible long term solutions to the road access issue.

During this time, the District has considered the costs associated with the purchase or expropriation of the land and the required road repair costs against other options. The District has decided that the only feasible option for continued recreational opportunity in Rennell Sound is to invest in replacement infrastructure at the existing Rennell Sound Recreation Site (see attached map). The Recreation Sites and Trails Branch of the Ministry of Forests, Lands and Natural Resource Operations has already invested capital funding towards this goal with the initiation of the construction of a new boat launch. The multi year plan is to expand the existing site to include more camp sites.

While no one will dispute that the Clapp Basin Recreation Site is the ideal location for these facilities, the Ministry does not have the capacity to maintain the current road access. The District has carried the liability for the Clapp Road for as long as possible and we have advised the land owner that we will not seek to extend the current agreement. The continued access along the Clapp Basin Road is now at the discretion of the land owner.

We want users to know that should the road access close, the Clapp Basin Recreational Site will continue to exist but as a boat access site. It will retain its formal designation as an established recreation site and with that the full protection all recreation sites receive under the Forest Recreation Regulation.

---

**Ministry of Forests,  
Lands and Natural  
Resource Operations**

**Haida Gwaii Natural  
Resource District**

**Mailing Address:**  
PO Box 39  
Queen Charlotte BC  
V0T 1S0

**Tel: 250-559-8200  
Fax: 250-559-8342**

**Location:**  
1229 Oceanview Drive  
Queen Charlotte BC  
V0T 1S0

We appreciate that there are many recreational users of the Clapp Basin Recreation Site but have sent this letter to your attention with the hope that you will be able to forward it on to others who use the site. Please feel free to contact me should you wish to discuss the matter further.

Yours truly,

A handwritten signature in black ink, appearing to read 'TP', with a long horizontal flourish extending to the right.

Tyler Peet  
Acting District Manager  
Haida Gwaii Natural Resource District

Attachments: Rennell Sound and Clapp Basin Recreation Site Location Map

cc: Paul Tataryn, Regional Manager Recreation Sites and Trails Branch



Ref: 205428

March 24, 2014

Jennifer Rice, MLA  
North Coast  
Room 201, Parliament Buildings  
Victoria, British Columbia  
V8V 1X4

Dear Ms. Rice:

Thank you for your letter received March 12, 2014, regarding the Clapp Basin Recreation Site located in Rennell Sound on Graham Island, Haida Gwaii.

The site was historically (1960's) a logging camp owned and operated by QC Timber (who later changed their name to CIPA Lumber Co. Ltd). Access to this site, at that time, was by boat from the village of Queen Charlotte. The road into Rennell Sound was established around 1975 and by 1985 the camp at Clapp Basin was abandoned. The site remained vacant Crown land until it was established as a water access recreation site in 1987. In 1991, a Map Reserve was placed over the foreshore area adjacent to the recreation site (Reserve Number 916072). The foreshore reserve places a notation of interest over the area for recreation purposes, acting as a flag in the event that others submit an application for tenure.

The Clapp Basin Recreation Site is a popular site for fishermen to set up camp and launch their boats. Access to the site requires travel through 3.5 km of private land (Lots 30 and 31) along Clapp Basin Road off of the Rennell Sound FSR 8229.02.

Due to the challenge of securing access through private land, the site has always been a water access recreation site with no ministry funded improvements. All improvements to the site have been provided by the private recreational users.

In June 2011, the owner of the private land posted notice of intent to deactivate the Clapp Basin Road. It is assumed that this decision was due to the fact that the road presented an increased liability to the land owner due to the deterioration of the creek crossings, creating environmental and public safety issues.

The district immediately engaged the private land owner and successfully negotiated a short-term Recreational Right of Way Use Agreement which placed the liability of the road and its maintenance with the province. The district initiated this agreement to provide time

Page 1 of 3

for dialogue with the owner and to ensure we could continue to provide recreational access to the Rennell Sound area.

The private land owner clearly communicated to the district that they were not interested in a long-term agreement, selling the property or providing a right of way. At this point, the district initiated a plan to replace recreational infrastructure in Rennell Sound to meet three objectives: maintain the Clapp Basin Recreation Site, provide boat access to Rennell Sound and ensure there is camping opportunity.

Working with ministry staff from Recreation Sites and Trails BC, the district hired consultants (NW Hydraulic Engineering Firm) to complete an assessment of potential boat launch sites in Rennell Sound. The goal was to find a site that was safe and was accessible through lands owned by the Crown. I am pleased to advise that a site was identified and a new boat launch was installed in February 2014.

The Recreational Right of Way Use Agreement is currently set to expire in June 2014. It is not this ministry's intention to extend this agreement beyond June 2014. Upon termination of the Recreational Right of Way Use Agreement, the decision to keep the Clapp Basin Road open or closed will be up to the private land owner.

Over the 3 years, ministry staff have been working on this project, we have communicated regularly with the Clapp Basin Society, the Council of the Haida Nation and the owners of the private land. Many different options were explored and I am confident that the solution implemented meets the objectives set out. The Clapp Basin Recreation Site will remain open as a water access recreation site and boat access to Rennell Sound has been maintained.

If you have any further questions, I encourage you to contact Leonard Munt, District Manager, Haida Gwaii Natural Resource District by phone at 250 559-6200 or by email at Leonard.Munt@gov.bc.ca.

Thank you again for your interest in this issue.

Sincerely,

A handwritten signature in black ink that reads "Steve Thomson". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Steve Thomson  
Minister

Enclosure: New boat launch installed February 2014

pc: Leonard Munt, District Manager, Haida Gwaii Natural Resource District

## New Boat Launch



Page 226

Withheld pursuant to/removed as

s.13



Page 227 to/à Page 233

Withheld pursuant to/removed as

s.16;s.22;s.13;s.17