

Page 01 to/à Page 27

Withheld pursuant to/removed as

NR

From: [Miller, Tyson FLNR:EX](#)
To: [Sanchez, Enrique FLNR:EX](#)
Cc: [Yacyshe, Tom D FLNR:EX](#); [Hobbs, David FLNR:EX](#); [Medeiros, Manuel FLNR:EX](#)
Subject: 2014-07-18 859 RE: Update Cayoose flats access gate hwy#3 Manning Park
Date: July 18, 2014 8:58:44 AM
Attachments: [CK-2019 2014 Signed Inspection.pdf](#)

Here is the signed inspection. Any questions let me know.

Tyson Miller P.Eng, RPF

Coastal Engineering Group

Ministry of Forests, Lands and Natural Resource Operations

Office: 604-702-5735

Mobile: 604-798-7109

From: Sanchez, Enrique FLNR:EX
Sent: Thursday, July 17, 2014 3:10 PM
To: 'Steve Robertson'; Hobbs, David FLNR:EX
Cc: XT:Biller, Ryan FLNR:IN; Atkinson, Ed ENV:EX; Yacyshe, Tom D FLNR:EX; Medeiros, Manuel FLNR:EX; Miller, Tyson FLNR:EX
Subject: Update Cayoose flats access gate hwy#3 Manning Park
Hi Steve:

1. I have talked to Ed Atkinson regarding the fire suppression concern we discussed during our conference call. Ed does not see any problem because the fire suppression team stationed at Manning park is currently aware of the gate and when the barriers are placed Ed will update them. The fire suppression team normally does the fire initial attack by helicopter. Therefore, by the time the second team goes in, they should bring equipment to deal with the barrier.
2. I have also talked to Tyson Miller, our regional engineer, and he has completed the inspection on the bridge. He does not see downgrading the load rating. He is aware of the pins that are missing a piece. I mentioned that you were planning in replacing the missing parts. The report will be available within two (2) weeks.

Enrique Sánchez

BC Timber Sales Chinook

Chilliwack B.C.

Tel: 604-702-5748

CK-2019

CAYOOSE CREEK 0.1km

2014 Inspection

CBR iPad Offline Ver 0.15

CBR Data

Latitude Longitude
 49°12'16.99" -120°59'59.1"

Road Name CAYOOSE CREEK
 User km 0.1
 Current Load Rating (tonnes) 63
 Structure Class Permanent Bridge
 Portable Y
 Superstructure Steel Truss/Bailey/Acrow
 Deck Type Timber - Untreated
 Abutment Left Concrete Lock Blocks
 Abutment Right Concrete Lock Blocks
 Spans 1
 Total Length (m) 27.4
 Deck Width (m) 3.85

Updated Data

Latitude Longitude
 49°12'16.62" -120°59'59.09"
 HD Diff. (m) 11.6 Accuracy (m) 5
 cayuse creek
 0.1
 Permanent Bridge
 Y
 Steel Truss/Bailey/Acrow
 Timber - Untreated
 Concrete Lock Blocks
 Concrete Lock Blocks
 1
 27.4
 3.85

Inspection

Date of Inspection 2014-07-07 9:26:36 AM

Inspector Name Tyson Miller

Inspection Company MFLNRO

Inspection Comments

Replace missing delineators, brush with activity, and replace missing cotter pins prior to industrial activity. Monitor deck when in use (industrial) as there are 2 missing steel stringers. There does not appear to be any movement in the connecting pins however monitor them until cotter pins replaced. Present load rating of CL-625 or 64 tonnes to continue.

P.Eng Comments

See inspection comments above. Present load rating of CL-625 or 64 tonnes to continue.



Handwritten signature and date:
 July 18/2014

Approach

Alignment Fair

Bridge Ahead Signs
Missing ☐ 0 ☐ 1 ☒ 2

Brushing Required Y

Delineator Missing
Left ☐ 0 ☐ 1 ☒ 2Delineator Missing
Right ☐ 0 ☐ 1 ☒ 2

Fender Condition Good

Posted Load Rating not posted

Road Surface Fair

Abutment

Log/Timber Cribs N/A

Tie Backs N/A

Bin Wall N/A

Concrete Good lock block columns 2x2

Caps or Sills N/A

Piles or Posts N/A

Ballast Wall Good lock blocks

Wing WallBracing N/A

Hardware Good

Fill Good

Riprap Good

Bearings Good

Corrosion Protection Fair

Deck

| | | |
|------------------------|------|------------------------------|
| Running Surface | N/A | |
| Running Planks | Fair | 100x250 |
| Sub Deck | N/A | |
| Ties | Fair | 100x250 on 450-500mm centers |
| Nails | Fair | |
| Deck to Girder Bolts | N/A | ties notched to fit |
| Concrete Deck | N/A | |
| Grout Pockets | N/A | |
| Deck Joints | N/A | |
| Steel Deck Plate | N/A | |
| Gravel Surface | N/A | |
| Curb Rail/Blocks/Posts | Fair | |
| Hand Rails/Walkouts | N/A | |
| Hardware | Fair | |
| Overall Deck Condition | Fair | |
| Gravel Depth (mm) | | |

CK-2019

CAYOOSE CREEK 0.1km

2014 Inspection

CBR iPad Offline Ver 0.15

Steel/Concrete

Girders Fair

8 panel double single reinforced bailey - paint peeling and rusting

Diaphragms N/A

Bracing Fair

Under Trussing Fair

Hardware Fair

approx 50 missing cotter pins - no movement noticed on pins

Welded/grouted
shear connectors N/A**Log**

Log Curbs N/A

Needle Beam N/A

Needle Lashing/
Shimming N/A

Needle Beam to Crib (m)

Needle Diameter (mm)

Stringer
Number

Species

Peeled

Diameter
(mm)Rot Depth
(mm)

Comment

CK-2019

CAYOOSE CREEK 0.1km

2014 Inspection

CBR iPad Offline Ver 0.15

Hazards

Estimated Present Water Level Depth (m) 1.0

High Water ☐Debris ☐

Estimated Present Water Level Width (m) 13.

Aggradation ☐Scour ☐

Estimated High Water Level Clearance (m) 2.5

Ice ☐Comment
^**Repairs and Monitoring**

| Repair Item | Priority | Repair Description |
|-------------|----------|--|
| 1 | Medium | brush with activity |
| 2 | Medium | replace missing delineators |
| 3 | Medium | replace missing cotter pins prior to activity - approx 50 missing pins |

Monitor Item

Monitor Description

Monitoring Frequency

| | | |
|---|--|--------------------|
| 1 | pins for movement | Routine Inspection |
| 2 | deck - primarily when hauling as there are 2 missing steel stringers | Other |
| 3 | | |

Sketch
(Select Signature)

CK-2019

CAYOOSE CREEK 0.1km

2014 Inspection



Approach from Right Bank when facing downstream



Deck



Approach from Left Bank when facing downstream

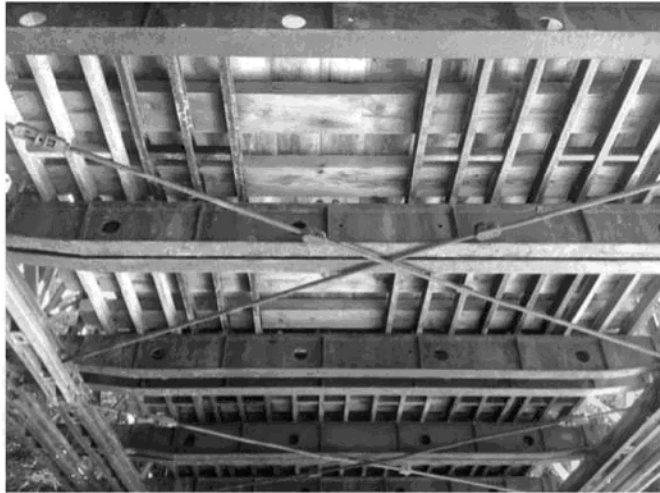


Right Bank Abutment when facing downstream

CK-2019

CAYOOSE CREEK 0.1km

2014 Inspection



missing steel stingers



underneath deck



left bank bearing



right bank bearing

CK-2019

CAYOOSE CREEK 0.1km

2014 Inspection



Left Bank Abutment when facing downstream

From: Sanchez, Enrique FLNR:EX
To: Medeiros, Manuel FLNR:EX
Subject: 2014-07-18 928 Cayoose Flat Bridge Pictures
Date: July 18, 2014 9:27:50 AM
Attachments: DSC01651.jpg
DSC01652.jpg
DSC01653.jpg
DSC01654.jpg
DSC01655.jpg
DSC01656.jpg

Manuel:

See the coordinates below.

Enrique Sánchez
BC Timber Sales Chinook
Chilliwack B.C.
Tel: 604-702-5748

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

From: Steve Robertson [<mailto:SRobertson@imperialmetals.com>]
Sent: Tuesday, July 8, 2014 08:19
To: Sanchez, Enrique FLNR:EX
Subject: Emailing: DSC01651.jpg, DSC01652.jpg, DSC01653.jpg, DSC01654.jpg, DSC01655.jpg, DSC01656.jpg

Good morning Enrique

In preparation for our 9 AM teleconference, I have attached some photos here, and provide the GPS coordinates for the gate below

10U
645714E
5452147N

Talk to you at 9

Steve















Ministry of
Environment

PARK USE PERMIT

LAND USE / OCCUPANCY

This Park Use Permit No. **102933** (the "Permit") is issued under the authority of the *Park Act*

(the "Park")

See "**Management Plan Schedule, Permit Area Description**" for a complete list of Parks and Protected Areas

FROM:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the *Park Act* (the "Province") at the following address:

**Ministry of Environment
BC Parks
Kootenay Okanagan Region - Okanagan
102 Industrial Place
Penticton BC V2A 7C8**

TO:

BC Timber Sales and Ministry of Forests, Lands and Natural Resource Operations

(the "Permittee") at the following address:

**46360 Airport Road
Chilliwack BC V2P 1A5**

THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

ARTICLE I - GRANT OF PERMIT

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.

ARTICLE II - TERM

- 2.01 The duration of this Permit is for a term of **10 years** commencing on **August 1, 2013** (the "Commencement Date") and ending on **July 31, 2023** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

ARTICLE III - FEES

- 3.01 The Permittee must pay to the Province a minimum fee (the "Permit Fee") of **\$0.00 (plus applicable taxes)** prior to Commencement date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

ARTICLE IV - INDEMNITY

- 4.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer or be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any liability arising from any independent, negligent act of the Province.

ARTICLE V – SECURITY AND INSURANCE

- 5.01 On the Commencement Date, you will deliver to us Security in the amount of **\$0.00** which will:
- (a) guarantee the performance of your obligations under this Permit;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Permit.
- 5.02 Despite section 5.01, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Permit and all other Dispositions held by you.
- 5.03 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Permit that are not performed by you and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 5.04 After we certify, in writing, that you have fully performed your obligations under this Permit, we will return to you the Security maintained under section 5.01, less all amounts drawn down by us under section 5.03.
- 5.05 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Permit;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 5.06 You must
- (a) without limiting your obligations or liabilities under this Permit, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) **Commercial General Liability** insurance in an amount of not less than two million dollars **inclusive per occurrence** insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Permit Area or any improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as an additional insured; **Not Required**.
 - (b) ensure that all insurance required to be maintained by you under this Permit is primary and does not require the sharing of any loss by any of our insurers;
 - (c) within 10 working days of the Commencement Date of this Permit, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
 - (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Permit, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
 - (e) notwithstanding subsections (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies to be maintained by you under this Permit.

- 5.07 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 5.06(a); and
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Permit;
- and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Permit.
- 5.08 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Permit in your sole discretion.
- 5.09 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
 - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
 - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
 - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the permit Area;
 - (e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee;
 - (f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;
 - (g) comply with all orders and directions made, verbally or in writing, by a park officer (as defined in the *Park Act*) relating to the Park, this Permit or the Permit Area;
 - (h) not construct, erect, place, repair, maintain or alter any building, fixture, equipment, structure or improvement in the Permit Area except as may be permitted by this Permit or with the prior written consent of the Province;
 - (i) take all reasonable precautions to prevent and suppress fires in the Permit Area;
 - (j) not interfere with free public access through, across and upon the Permit Area, unless otherwise specified in the Management Plan Schedule;
 - (k) not interfere with or disrupt the activities and operations of other Permittee's or users in the Park;
 - (l) use and occupy the Permit Area only in accordance with the provisions of this Permit;
 - (m) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) or any archaeological or cultural artefact found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with the *Park Act* and all other applicable laws;
 - (n) not commit or allow any wilful or voluntary waste, damage or destruction in or upon the Permit Area;
 - (o) pay for or repair, as determined by the Province, any damage caused to the property of the Province by the Permittee, its employees, agents, contractors, or licensees;

- (p) upon the expiration, cancellation or termination of this Permit:
 - (i) peaceably quit and deliver up possession of the Permit Area to the Province,
 - (ii) remove all chattels and improvements of the Permittee from the Permit Area within 30 days of the expiration, cancellation or sooner termination of this Permit, unless otherwise advised in writing, by the Province,
 - (iii) deliver to the Province possession of all equipment, furnishings, fixtures, chattels and improvements owned by the Province in a state of good repair and working order, and
 - (iv) restore the Permit Area to the satisfaction of the Province;
 - (v) and to the extent necessary, this covenant will survive the expiration, cancellation or termination of this Permit; and
- (q) comply with all provisions of the schedules to this Permit.

ARTICLE VII - RIGHTS OF THE PROVINCE

- 7.01 The Province retains all rights in respect of the Park and Permit Area which are not expressly granted to the Permittee under this permit, including, without limitation:
- (a) the right at all times for the Province, its authorized representatives, employees, and agents to have unimpeded access over and along all portions of the Permit Area and to inspect any portions of the Permit Area;
 - (b) the right at all times to construct, repair, alter and maintain buildings, equipment, structures and improvements upon the Permit Area; and
 - (c) the right to grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the rights of the Permittee under this Permit.

ARTICLE VIII - NOTICE

- 8.01 Any notice required to be given by either party to the other will be deemed to be given if it is in writing and is delivered by hand or prepaid registered mail to the address first written above or any other address that may be specified in writing by a party and a notice will be deemed to be delivered, if mailed, eight days after the time of mailing except, in the case of a postal interruption, actual receipt is required.
- 8.02 Notwithstanding section 8.01, any written notice to be given by the Province to the Permittee under this Permit will be effectively given if it is posted in a conspicuous place on the Permit Area.

ARTICLE IX - RENEWAL

- 9.01 Not later than 140 days prior to the Expiration Date, the Permittee may, by notice in writing delivered to the Province, apply to the Province for a renewal of this Permit.
- 9.02 Provided that the Permittee is not in default under this Permit and subject to the terms of the *Park Act*, the Province may renew this Permit upon the terms and conditions determined by the Province.
- 9.03 The Permittee acknowledges that nothing in this Permit obligates the Province to renew this Permit and the Province's decision in that respect is entirely within its discretion

ARTICLE X - TRANSFER

- 10.01 The Permittee must not assign, transfer, sublicense or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 10.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 10.01.

ARTICLE XI - CANCELLATION

11.01 In the event that

- (a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for 7 days after the giving of written notice of the default by the Province to the Permittee;
- (b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;
- (c) the Permittee has wilfully misrepresented information:
 - (i) on the application form which led to the granting of this Permit, or
 - (ii) required to be provided under the terms and conditions of this Permit;
- (d) the Permit Area is damaged or destroyed by any cause whatsoever;
- (e) the Park is closed by the Province;
- (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
- (g) any of the Permittee's assets is seized in execution from the Permit Area;
- (h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;

the Province may cancel this Permit immediately by written notice to the Permittee.

11.02 In the event that the Permittee and the Province mutually agree in writing to terminate this Permit, the parties will be released and discharged from their obligations under this Permit, except as otherwise provided in this Permit.

11.03 The obligation of the Permittee

- (a) to pay the Permit Fee and other money payable under this Permit; and
- (b) to comply with Sections 4.01, 6.01(e), 6.01(o) and 6.01(p);

will survive the expiration, cancellation or termination of this Permit.

11.04 The Permittee will not be entitled to any compensation from the Province, in damages or otherwise, in respect of a cancellation or termination of this Permit.

ARTICLE XII - MISCELLANEOUS

12.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.

12.02 Time is of the essence in this Permit.

12.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.

12.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.

12.05 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which result from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operation or property.

ARTICLE XIII- INTERPRETATION

- 13.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.
- 13.02 The captions and headings contained in the Permit are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Permit.
- 13.03 In this Permit, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to in this Permit are enactments of the Province of British Columbia.
- 13.04 If any part of this Permit is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will be enforceable to the fullest extent permitted by law.
- 13.05 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.
- 13.06 All schedules to this Permit form an integral part of this Permit.

IN WITNESS WHEREOF the parties have duly executed this Permit.

SIGNED and **DELIVERED** on behalf of the **Province** by a duly authorized representative of the Province.



Duly Authorized Representative

John Trewitt
Print Name

Acting Regional Director
Print Title

November 18, 2014
Date

MANAGEMENT PLAN SCHEDULE

PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Area described below and outlined on the attached map.

- **E. C. Manning Park**

FEE(s)

Protected Land: E. C. Manning Park

Activities: Forestry Activities, Roads and Trails

Purpose: Access - The use of a defined area for a road, chairlift, trail, ski run or ski trail - Industrial use. Fee charged for this purpose is for each protected land.

Fee Description: \$500 or \$60 per hectare whichever is greater

Schedule K Ref: Part 3, Column 3, Item 3(c)

Fees:

| Item | Number | Rate | Total |
|---|--------|----------|----------|
| Minimum Fee | 1 | \$500.00 | \$500.00 |
| Hectares | 8 | \$60.00 | \$480.00 |
| Sub Total (based on Fee Description above): | | | \$500.00 |

Sub Total: \$0.00

Minimum Fee Required: \$0.00
(plus applicable taxes)

Note: As per the *Park, Conservancy and Recreation Area Regulation*, Division 8 – Fees, Section 53(4)(a), no annual permit fee for this permit is payable as this permit is issued to the Province of British Columbia or the Government of Canada.

SPECIAL PROVISIONS

1. Purpose

This Permit is issued to the Permittee for the purpose of **road use, maintenance and access**. See legal survey for dimensions pertaining to the road length and width.

2. Permittee Designated Representative

The Permittee appoints the following representative to be responsible for liaison between BC Parks and the Permittee:

Name: Tom Johnson, Woodlands Manager, BC Timber Sales, Chinook Business Area
Address: 46360 Airport Road Chilliwack B.C., V2P 1A5
Telephone: (604) 702-5727
Fax: (604) 702 5711
Email: Tom.Johnson@gov.bc.ca

3. BC Parks Contact Information

The Designated Representative must contact the Area Supervisor with any requirements or questions regarding this Park Use Permit. To determine the Area Supervisor responsible for the protected land(s) listed below, contact the associated regional office for this information.

| Park, Protected Area or Conservancy Name | Contact Information |
|--|--|
| E. C. Manning Park | Ministry of Environment, BC Parks Kootenay Okanagan Region - Okanagan 102 Industrial Place Penticton BC V2A 7C8 <i>Regional Office:</i> (250) 490-8200 <i>Fax:</i> (250) 490-2231 |

4. Notification

The Permittee must provide notification to the province prior to commencing any works or forestry related activities.

5. Motorized Vehicle Access

- (a) Vehicle access is permitted;
- (b) Over-snow vehicle access permitted;
- (c) All travel must be restricted to the Permit area.

6. Restricted Road Access

- (a) The Permittee must gate the road access at the Cayuse parking lot;
- (b) The Permittee will monitor the effectiveness of the gate and will be responsible to take steps to ensure that access remains restricted;
- (c) The Permittee shall ensure the gate is locked and that a key is provided to the Province.

7. Conservation Practices

- (a) The Permittee must make a reasonable effort to prevent the introduction and spread of invasive species in the Permit Area;
- (b) The Permittee must ensure that all vehicles and machinery have an oil/lubricant spill kit while operating in the Permit area. Any spills/leaks are to be cleaned up immediately, with waste transported and properly disposed of outside the park. All spills/leaks are to be recorded in an Operators daily log book and reported to the Area Supervisor.

8. Tree Removal

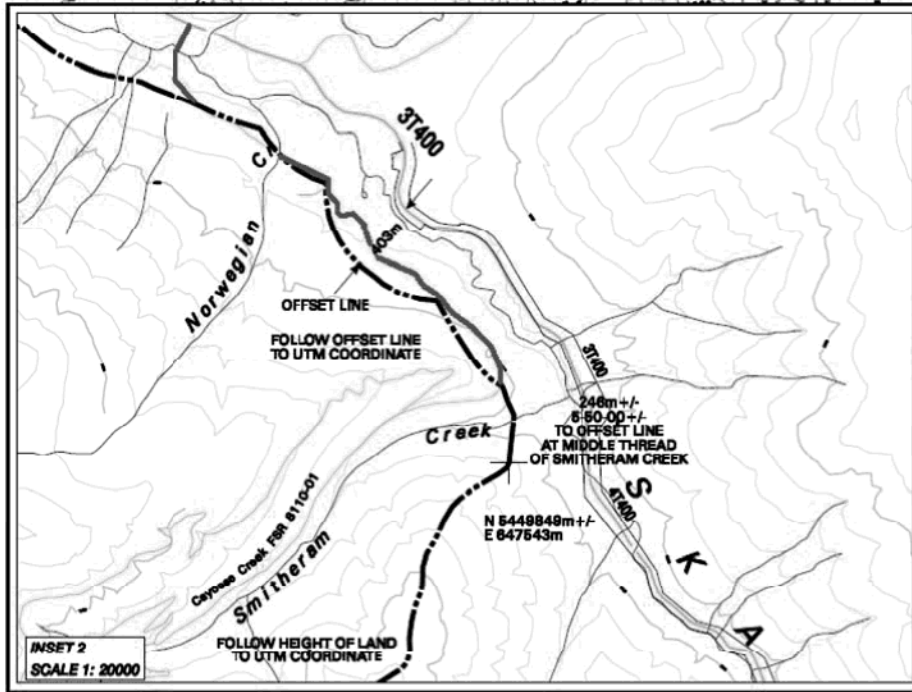
The Permittee must compensate the Province for any trees felled within the park as a result of the use of the permit area by paying the stumpage to the Park Enhancement Fund.

9. Access for Harvesting

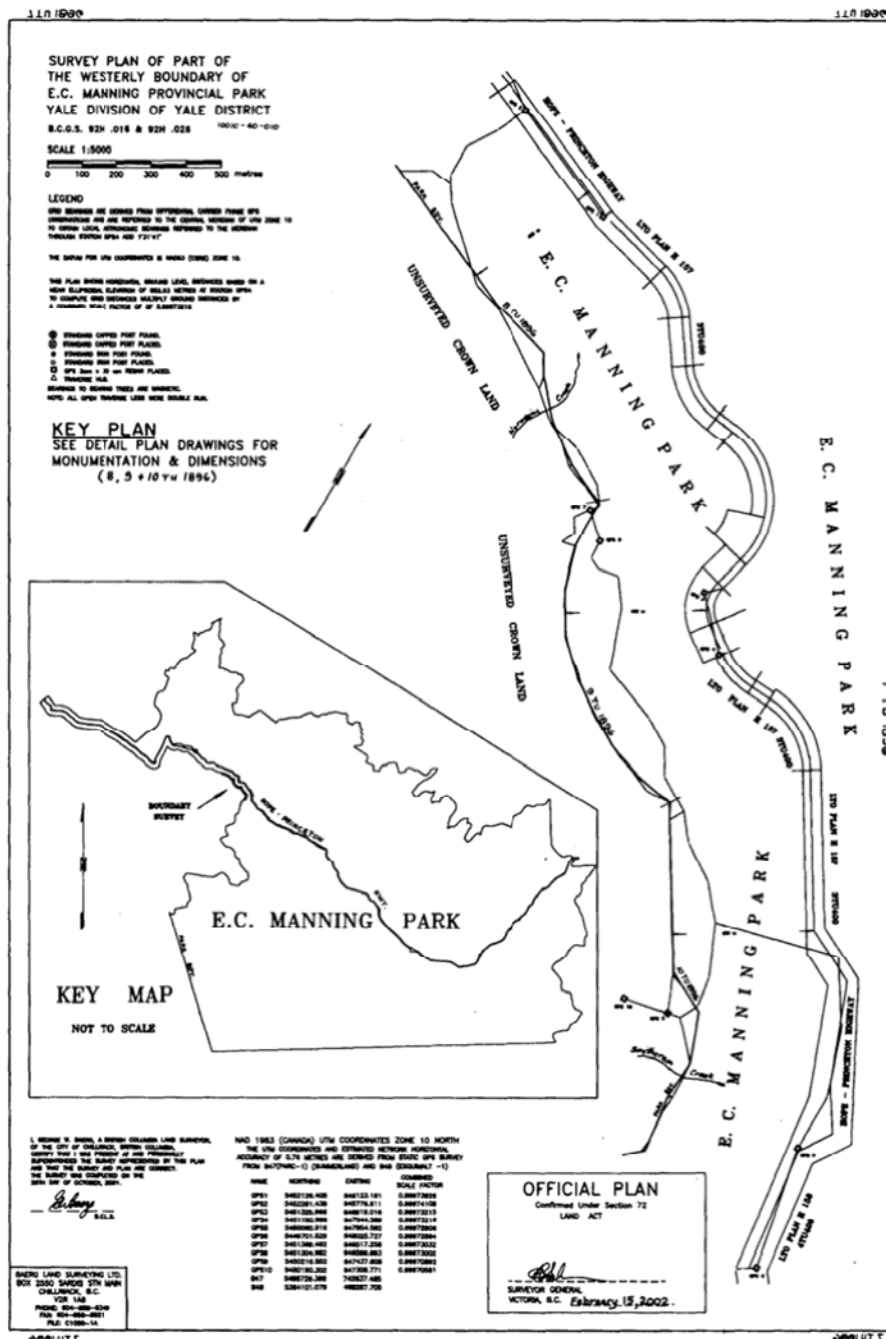
- (a) The Permittee may provide access to those that qualify to access the permit area under the *Forest Act [RSBC 1996] CHAPTER 157 Part 8 — Roads and Rights of Way- Road* permits and road use permits for timber harvesting Section 115;
- (b) All users under this section must review this Park use permit; possess a copy of this park use permit and a road use permit for timber harvesting;
- (c) The term of the Road use Permit must not exceed the harvesting operations.

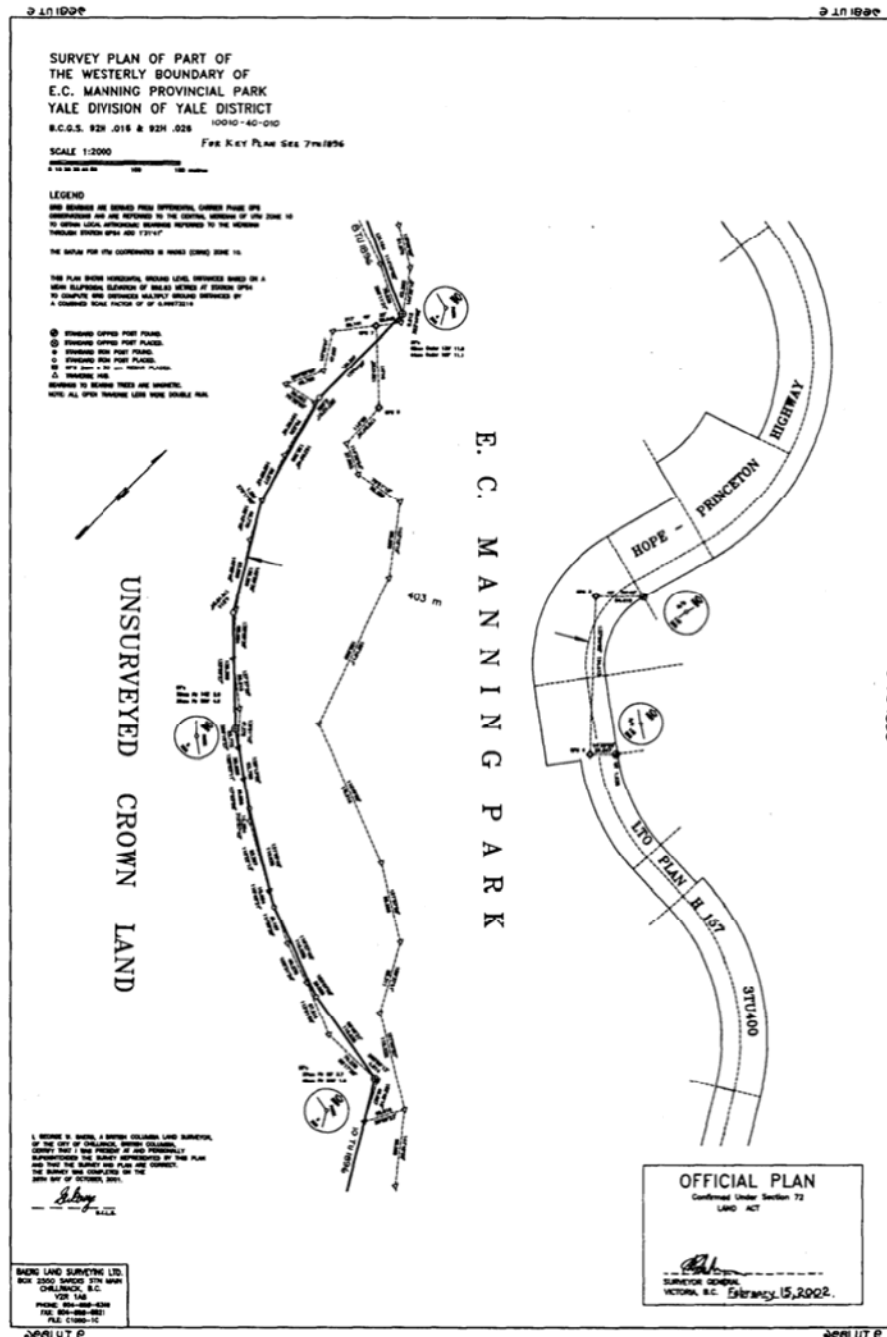
Location Reference Map - Permit area is outlined in Red

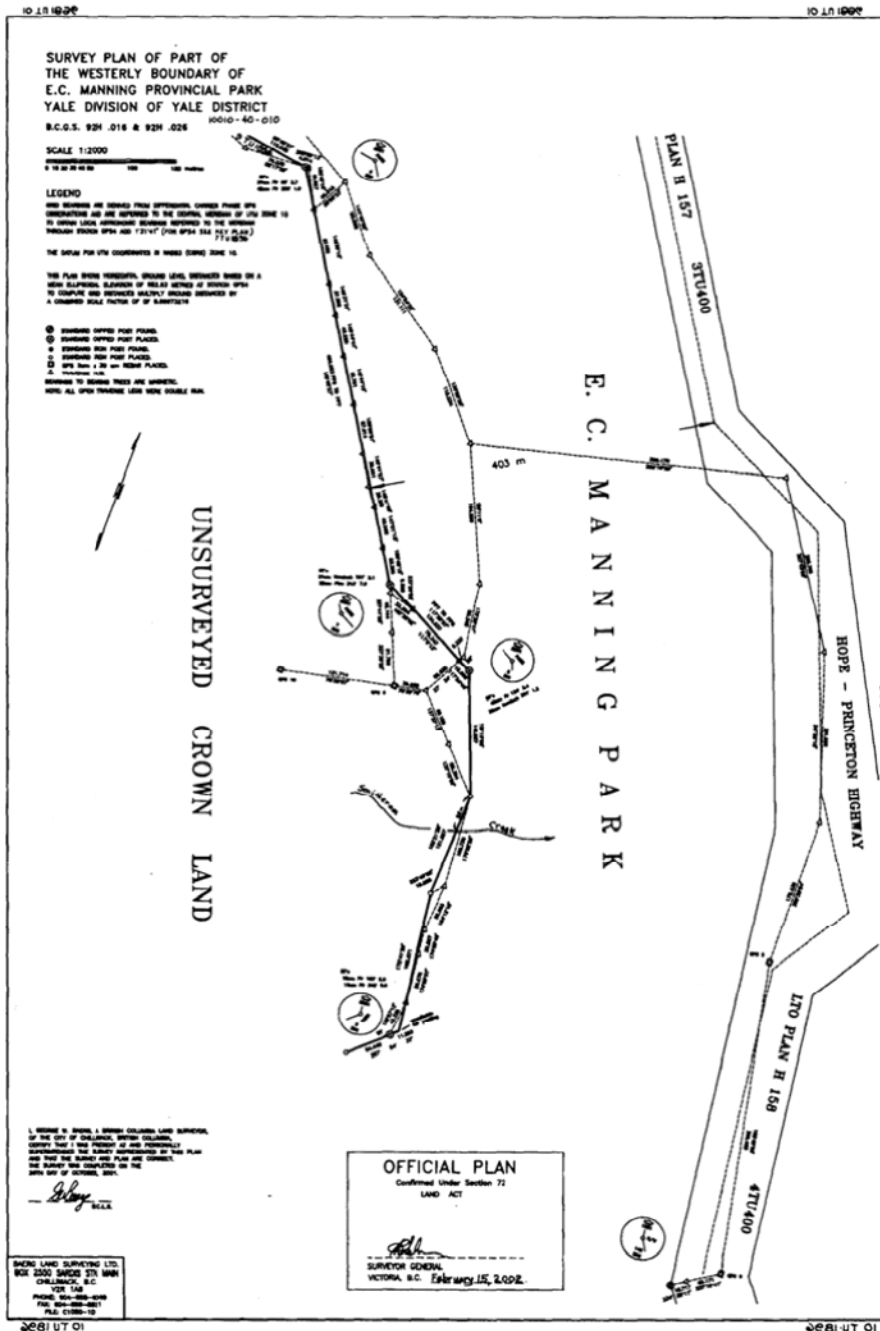
The following maps are a legal road survey of the permit area

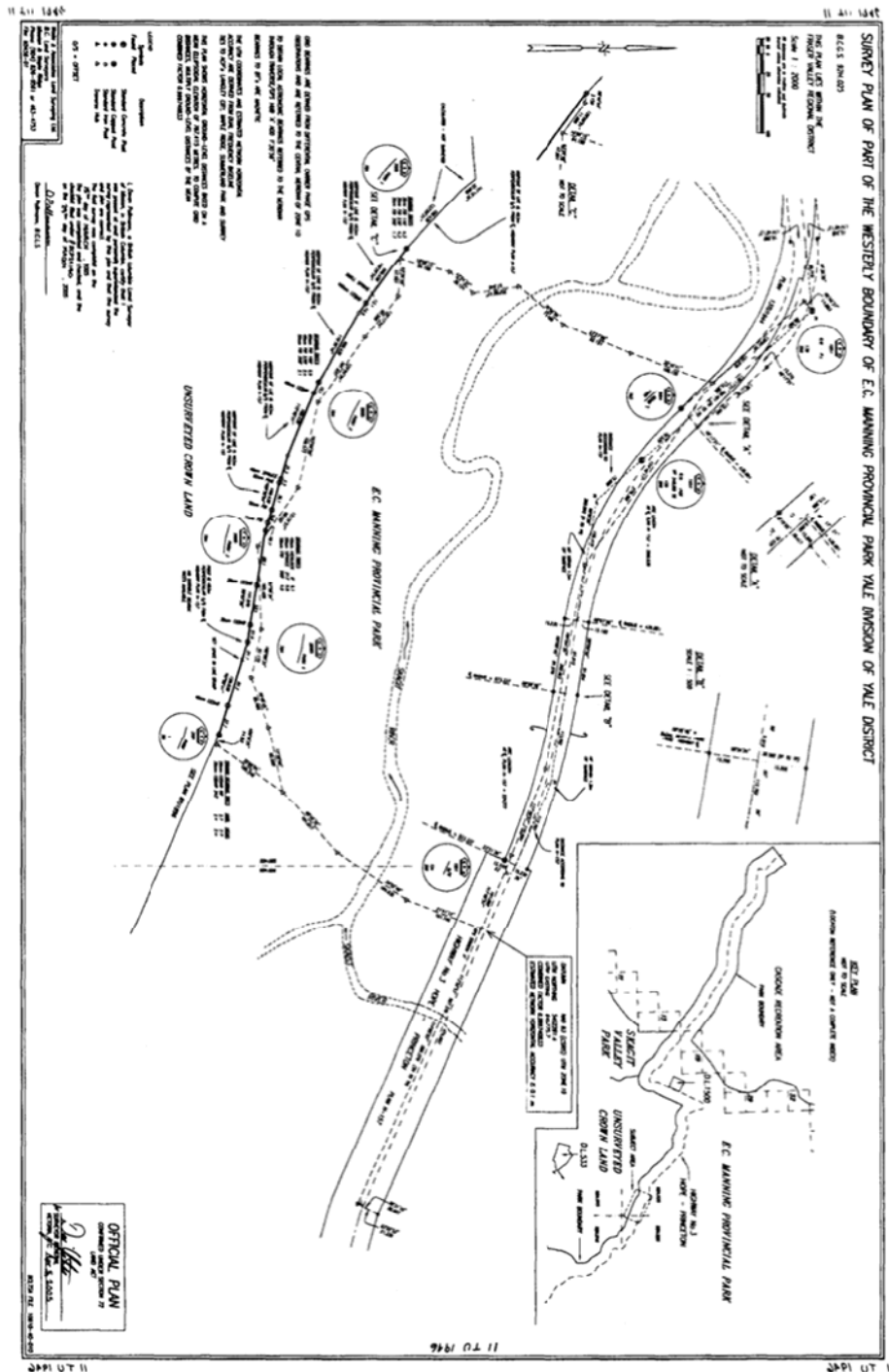


The following maps are a legal road survey of the Permit Area and Describe the length and width of the access.s









From: Grozier, Kerry FLNR:EX
To: [Medeiros, Manuel FLNR:EX](#)
Cc: [Johnson, Tom E FLNR:EX](#)
Subject: 2015-07-10 1055 FW: Giant Copper Property: TSL A92888 / RUP 8110-15-01
Date: July 10, 2015 10:54:59 AM
Attachments: [FLNRO-TSL A92888-IMC comments-jun 11 2015-v2.pdf](#)
[Park Use Permit 103411-01.1\(term-Jun 01 2008 to May 31 2018\).pdf](#)
Importance: High

Please pass onto the appropriate conformance tech, assume the pre-work has already occurred? Did not know of the previous damage issue, sure there is more to that story.

From: Dayton, Randall FLNR:EX
Sent: Friday, July 10, 2015 8:44 AM
To: Grozier, Kerry FLNR:EX; Johnson, Tom E FLNR:EX
Cc: 'EAndersen@imperialmetals.com'; Ladd, Jeff R FLNR:EX
Subject: FW: Giant Copper Property: TSL A92888 / RUP 8110-15-01

Good morning Kerry and Tom,

I think this letter should have been addressed to BCTS as it is your timber sale. Our involvement is only to issue a road use permit (RUP), it is up to the individual parties to settle / arrange any road use agreements. Additionally BCTS is listed as primary for the Park use permit.

Regards

Randall Dayton RFT

Resource Manager

Chilliwack Resource District

46360 Airport Road Chilliwack B.C., V2P 1A5

Randall.Dayton@gov.bc.ca

Phone (604) 702-5700 Fax: (604) 702.5711 Mobile: (604) 316-5511

From: Ladd, Jeff R FLNR:EX
Sent: Thursday, July 9, 2015 10:54 AM
To: Dayton, Randall FLNR:EX
Subject: FW: Giant Copper Property: TSL A92888 / RUP 8110-15-01

From: Erik Andersen [<mailto:EAndersen@imperialmetals.com>]
Sent: Thursday, June 11, 2015 2:46 PM
To: Ladd, Jeff R FLNR:EX
Cc: Horvath, Deanna FLNR:EX; chris@interwesttimber.com; Jim Miller-Tait; Steve Robertson; Atkinson, Ed ENV:EX
Subject: Giant Copper Property: TSL A92888 / RUP 8110-15-01

Jeff,

Please refer to attached letter regarding TSL A92888 and proposed logging activities on our Giant Copper Property.

Regards,

Erik Andersen

Land Administrator

Imperial Metals Corporation

200-580 Hornby Street

Vancouver, BC V6C 3B6

E-mail: eandersen@imperialmetals.com

Tel: 604-669-8959 Direct: 604-488-2678

Fax: 604-687-4030

From: [Horvath, Deanna FLNR:EX](#)
To: ["chris@interwesttimber.com"](mailto:chris@interwesttimber.com)
Cc: [Medeiros, Manuel FLNR:EX](#)
Subject: 2015-07-10 1150 RUP 8110-15-01 Park Use Permit
Date: July 10, 2015 11:49:46 AM
Attachments: [D12683615F Timber Sales - Chilliwack - Park Use Permit\(2\).PDF](#)

Hello Chris,

I'm not sure if I included the permit when we issued you the RUP docs.

Regards,

Deanna Horvath

Resource and Contract Administrator
Ministry of Forests, Lands and Natural Resource Operations
Chilliwack Natural Resource District
Tel-604-702-5707
Fax-604-702-5711



Ministry of
Environment

PARK USE PERMIT

LAND USE / OCCUPANCY

This Park Use Permit No. **102933** (the "Permit") is issued under the authority of the *Park Act*

(the "Park")

See "**Management Plan Schedule, Permit Area Description**" for a complete list of Parks and Protected Areas

FROM:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the *Park Act* (the "Province") at the following address:

**Ministry of Environment
BC Parks
Kootenay Okanagan Region - Okanagan
102 Industrial Place
Penticton BC V2A 7C8**

TO:

BC Timber Sales and Ministry of Forests, Lands and Natural Resource Operations

(the "Permittee") at the following address:

**46360 Airport Road
Chilliwack BC V2P 1A5**

THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

ARTICLE I - GRANT OF PERMIT

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.

ARTICLE II - TERM

- 2.01 The duration of this Permit is for a term of **10 years** commencing on **August 1, 2013** (the "Commencement Date") and ending on **July 31, 2023** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

ARTICLE III - FEES

- 3.01 The Permittee must pay to the Province a minimum fee (the "Permit Fee") of **\$0.00 (plus applicable taxes)** prior to Commencement date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

ARTICLE IV - INDEMNITY

- 4.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer or be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any liability arising from any independent, negligent act of the Province.

ARTICLE V – SECURITY AND INSURANCE

- 5.01 On the Commencement Date, you will deliver to us Security in the amount of **\$0.00** which will:
- (a) guarantee the performance of your obligations under this Permit;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Permit.
- 5.02 Despite section 5.01, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Permit and all other Dispositions held by you.
- 5.03 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Permit that are not performed by you and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 5.04 After we certify, in writing, that you have fully performed your obligations under this Permit, we will return to you the Security maintained under section 5.01, less all amounts drawn down by us under section 5.03.
- 5.05 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Permit;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 5.06 You must
- (a) without limiting your obligations or liabilities under this Permit, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) **Commercial General Liability** insurance in an amount of not less than two million dollars **inclusive per occurrence** insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Permit Area or any improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as an additional insured; **Not Required**.
 - (b) ensure that all insurance required to be maintained by you under this Permit is primary and does not require the sharing of any loss by any of our insurers;
 - (c) within 10 working days of the Commencement Date of this Permit, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
 - (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Permit, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
 - (e) notwithstanding subsections (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies to be maintained by you under this Permit.

- 5.07 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 5.06(a); and
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Permit;
- and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Permit.
- 5.08 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Permit in your sole discretion.
- 5.09 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
 - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
 - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
 - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the permit Area;
 - (e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee;
 - (f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;
 - (g) comply with all orders and directions made, verbally or in writing, by a park officer (as defined in the *Park Act*) relating to the Park, this Permit or the Permit Area;
 - (h) not construct, erect, place, repair, maintain or alter any building, fixture, equipment, structure or improvement in the Permit Area except as may be permitted by this Permit or with the prior written consent of the Province;
 - (i) take all reasonable precautions to prevent and suppress fires in the Permit Area;
 - (j) not interfere with free public access through, across and upon the Permit Area, unless otherwise specified in the Management Plan Schedule;
 - (k) not interfere with or disrupt the activities and operations of other Permittee's or users in the Park;
 - (l) use and occupy the Permit Area only in accordance with the provisions of this Permit;
 - (m) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) or any archaeological or cultural artefact found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with the *Park Act* and all other applicable laws;
 - (n) not commit or allow any wilful or voluntary waste, damage or destruction in or upon the Permit Area;
 - (o) pay for or repair, as determined by the Province, any damage caused to the property of the Province by the Permittee, its employees, agents, contractors, or licensees;

- (p) upon the expiration, cancellation or termination of this Permit:
 - (i) peaceably quit and deliver up possession of the Permit Area to the Province,
 - (ii) remove all chattels and improvements of the Permittee from the Permit Area within 30 days of the expiration, cancellation or sooner termination of this Permit, unless otherwise advised in writing, by the Province,
 - (iii) deliver to the Province possession of all equipment, furnishings, fixtures, chattels and improvements owned by the Province in a state of good repair and working order, and
 - (iv) restore the Permit Area to the satisfaction of the Province;
 - (v) and to the extent necessary, this covenant will survive the expiration, cancellation or termination of this Permit; and
- (q) comply with all provisions of the schedules to this Permit.

ARTICLE VII - RIGHTS OF THE PROVINCE

- 7.01 The Province retains all rights in respect of the Park and Permit Area which are not expressly granted to the Permittee under this permit, including, without limitation:
- (a) the right at all times for the Province, its authorized representatives, employees, and agents to have unimpeded access over and along all portions of the Permit Area and to inspect any portions of the Permit Area;
 - (b) the right at all times to construct, repair, alter and maintain buildings, equipment, structures and improvements upon the Permit Area; and
 - (c) the right to grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the rights of the Permittee under this Permit.

ARTICLE VIII - NOTICE

- 8.01 Any notice required to be given by either party to the other will be deemed to be given if it is in writing and is delivered by hand or prepaid registered mail to the address first written above or any other address that may be specified in writing by a party and a notice will be deemed to be delivered, if mailed, eight days after the time of mailing except, in the case of a postal interruption, actual receipt is required.
- 8.02 Notwithstanding section 8.01, any written notice to be given by the Province to the Permittee under this Permit will be effectively given if it is posted in a conspicuous place on the Permit Area.

ARTICLE IX - RENEWAL

- 9.01 Not later than 140 days prior to the Expiration Date, the Permittee may, by notice in writing delivered to the Province, apply to the Province for a renewal of this Permit.
- 9.02 Provided that the Permittee is not in default under this Permit and subject to the terms of the *Park Act*, the Province may renew this Permit upon the terms and conditions determined by the Province.
- 9.03 The Permittee acknowledges that nothing in this Permit obligates the Province to renew this Permit and the Province's decision in that respect is entirely within its discretion

ARTICLE X - TRANSFER

- 10.01 The Permittee must not assign, transfer, sublicense or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 10.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 10.01.

ARTICLE XI - CANCELLATION

11.01 In the event that

- (a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for 7 days after the giving of written notice of the default by the Province to the Permittee;
- (b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;
- (c) the Permittee has wilfully misrepresented information:
 - (i) on the application form which led to the granting of this Permit, or
 - (ii) required to be provided under the terms and conditions of this Permit;
- (d) the Permit Area is damaged or destroyed by any cause whatsoever;
- (e) the Park is closed by the Province;
- (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
- (g) any of the Permittee's assets is seized in execution from the Permit Area;
- (h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;

the Province may cancel this Permit immediately by written notice to the Permittee.

11.02 In the event that the Permittee and the Province mutually agree in writing to terminate this Permit, the parties will be released and discharged from their obligations under this Permit, except as otherwise provided in this Permit.

11.03 The obligation of the Permittee

- (a) to pay the Permit Fee and other money payable under this Permit; and
- (b) to comply with Sections 4.01, 6.01(e), 6.01(o) and 6.01(p);

will survive the expiration, cancellation or termination of this Permit.

11.04 The Permittee will not be entitled to any compensation from the Province, in damages or otherwise, in respect of a cancellation or termination of this Permit.

ARTICLE XII - MISCELLANEOUS

12.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.

12.02 Time is of the essence in this Permit.

12.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.

12.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.

12.05 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which result from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operation or property.

ARTICLE XIII- INTERPRETATION

- 13.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.
- 13.02 The captions and headings contained in the Permit are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Permit.
- 13.03 In this Permit, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to in this Permit are enactments of the Province of British Columbia.
- 13.04 If any part of this Permit is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will be enforceable to the fullest extent permitted by law.
- 13.05 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.
- 13.06 All schedules to this Permit form an integral part of this Permit.

IN WITNESS WHEREOF the parties have duly executed this Permit.

SIGNED and **DELIVERED** on behalf of the **Province** by a duly authorized representative of the Province.



Duly Authorized Representative

John Trewitt
Print Name

Acting Regional Director
Print Title

November 18, 2014
Date

MANAGEMENT PLAN SCHEDULE

PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Area described below and outlined on the attached map.

- **E. C. Manning Park**

FEE(s)

Protected Land: E. C. Manning Park

Activities: Forestry Activities, Roads and Trails

Purpose: Access - The use of a defined area for a road, chairlift, trail, ski run or ski trail - Industrial use. Fee charged for this purpose is for each protected land.

Fee Description: \$500 or \$60 per hectare whichever is greater

Schedule K Ref: Part 3, Column 3, Item 3(c)

Fees:

| Item | Number | Rate | Total |
|---|--------|----------|----------|
| Minimum Fee | 1 | \$500.00 | \$500.00 |
| Hectares | 8 | \$60.00 | \$480.00 |
| Sub Total (based on Fee Description above): | | | \$500.00 |

Sub Total: \$0.00

Minimum Fee Required: \$0.00
(plus applicable taxes)

Note: As per the *Park, Conservancy and Recreation Area Regulation*, Division 8 – Fees, Section 53(4)(a), no annual permit fee for this permit is payable as this permit is issued to the Province of British Columbia or the Government of Canada.

SPECIAL PROVISIONS

1. Purpose

This Permit is issued to the Permittee for the purpose of **road use, maintenance and access**. See legal survey for dimensions pertaining to the road length and width.

2. Permittee Designated Representative

The Permittee appoints the following representative to be responsible for liaison between BC Parks and the Permittee:

Name: Tom Johnson, Woodlands Manager, BC Timber Sales, Chinook Business Area
Address: 46360 Airport Road Chilliwack B.C., V2P 1A5
Telephone: (604) 702-5727
Fax: (604) 702 5711
Email: Tom.Johnson@gov.bc.ca

3. BC Parks Contact Information

The Designated Representative must contact the Area Supervisor with any requirements or questions regarding this Park Use Permit. To determine the Area Supervisor responsible for the protected land(s) listed below, contact the associated regional office for this information.

| Park, Protected Area or Conservancy Name | Contact Information |
|--|--|
| E. C. Manning Park | Ministry of Environment, BC Parks Kootenay Okanagan Region - Okanagan 102 Industrial Place Penticton BC V2A 7C8 <i>Regional Office:</i> (250) 490-8200 <i>Fax:</i> (250) 490-2231 |

4. Notification

The Permittee must provide notification to the province prior to commencing any works or forestry related activities.

5. Motorized Vehicle Access

- (a) Vehicle access is permitted;
- (b) Over-snow vehicle access permitted;
- (c) All travel must be restricted to the Permit area.

6. Restricted Road Access

- (a) The Permittee must gate the road access at the Cayuse parking lot;
- (b) The Permittee will monitor the effectiveness of the gate and will be responsible to take steps to ensure that access remains restricted;
- (c) The Permittee shall ensure the gate is locked and that a key is provided to the Province.

7. Conservation Practices

- (a) The Permittee must make a reasonable effort to prevent the introduction and spread of invasive species in the Permit Area;
- (b) The Permittee must ensure that all vehicles and machinery have an oil/lubricant spill kit while operating in the Permit area. Any spills/leaks are to be cleaned up immediately, with waste transported and properly disposed of outside the park. All spills/leaks are to be recorded in an Operators daily log book and reported to the Area Supervisor.

8. Tree Removal

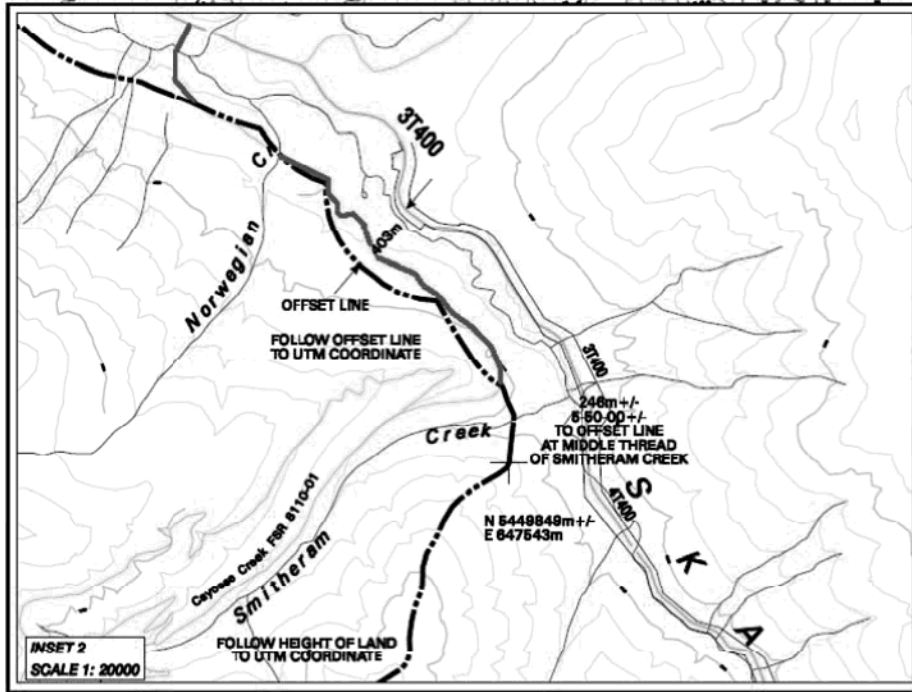
The Permittee must compensate the Province for any trees felled within the park as a result of the use of the permit area by paying the stumpage to the Park Enhancement Fund.

9. Access for Harvesting

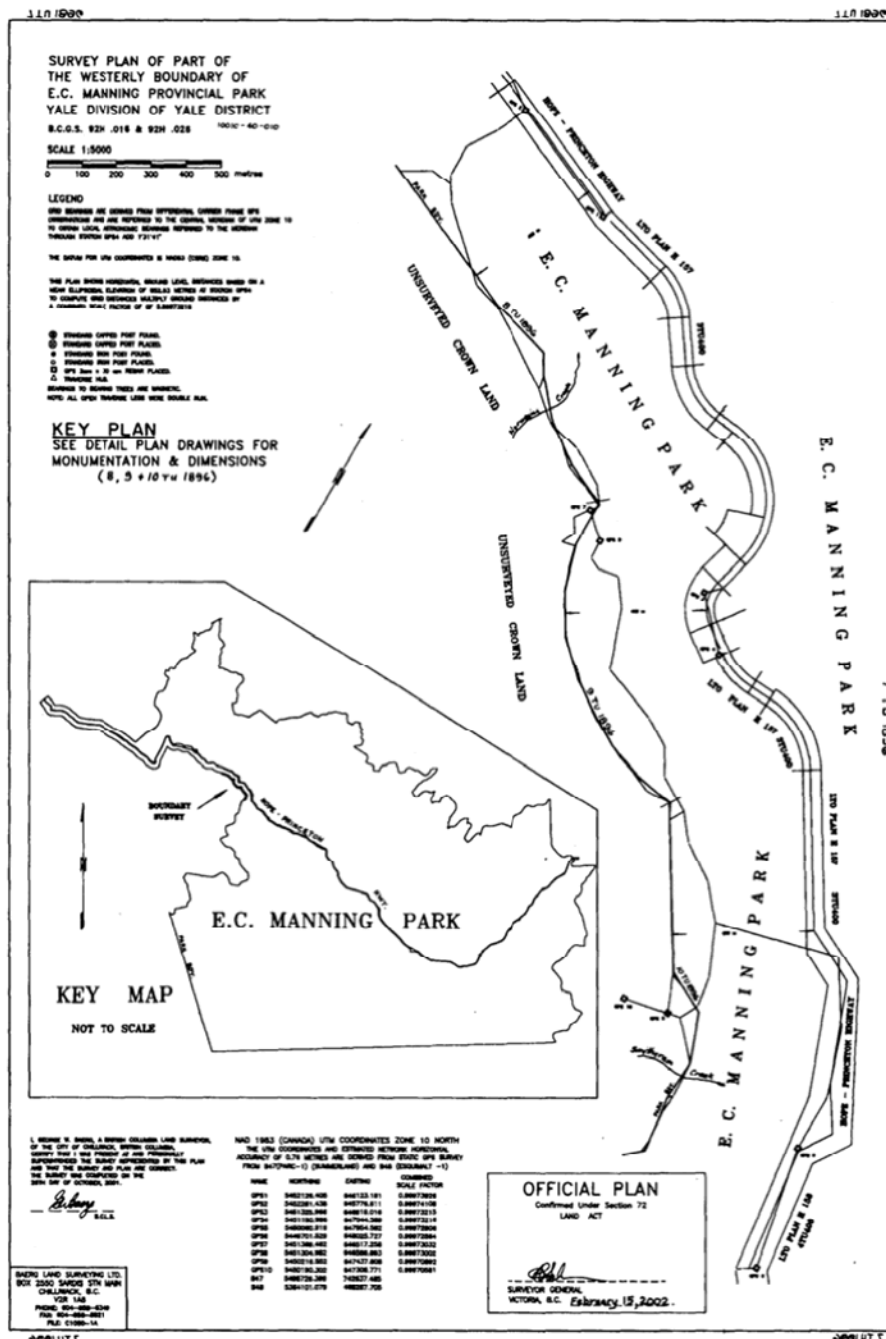
- (a) The Permittee may provide access to those that qualify to access the permit area under the *Forest Act [RSBC 1996] CHAPTER 157 Part 8 — Roads and Rights of Way- Road* permits and road use permits for timber harvesting Section 115;
- (b) All users under this section must review this Park use permit; possess a copy of this park use permit and a road use permit for timber harvesting;
- (c) The term of the Road use Permit must not exceed the harvesting operations.

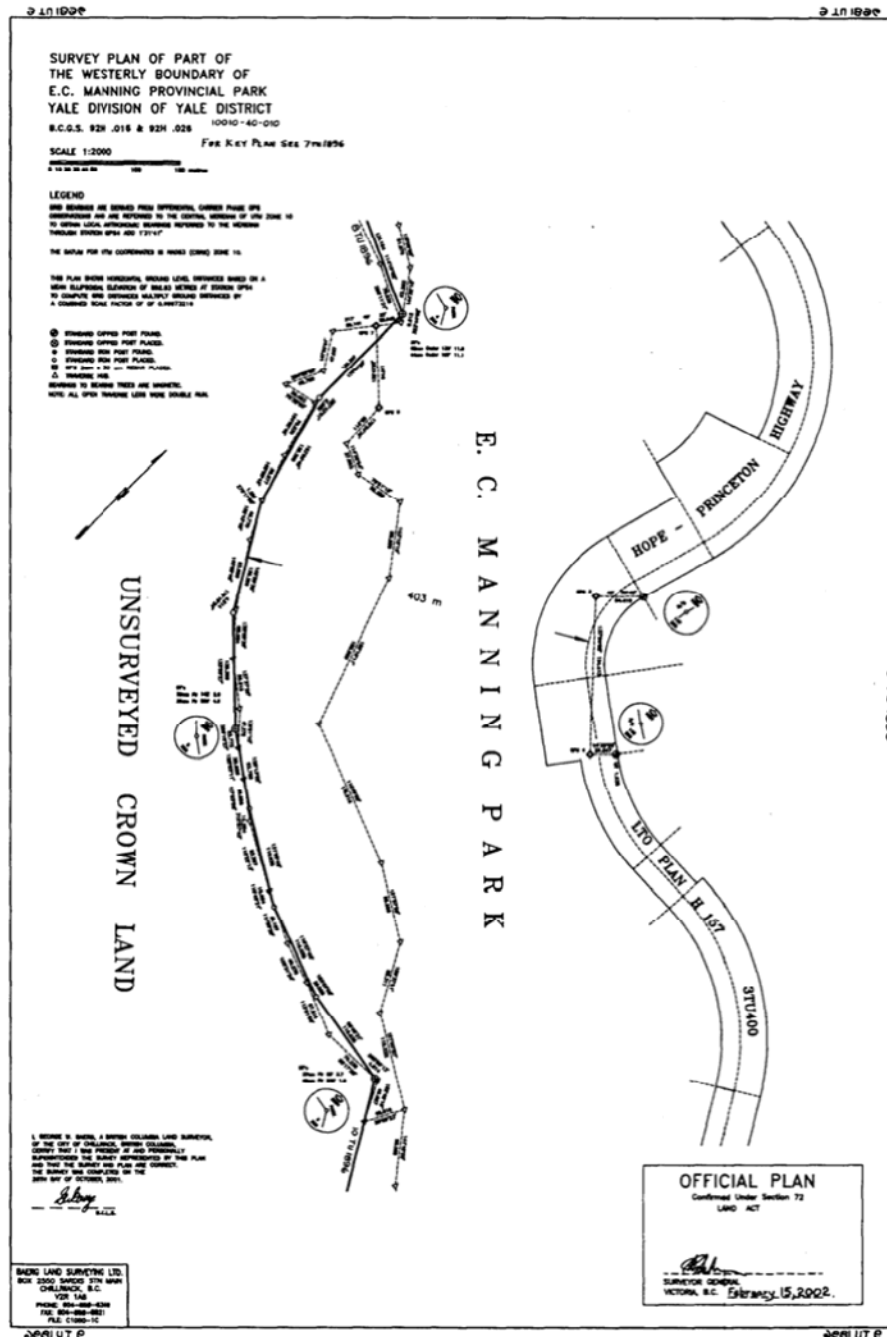
Location Reference Map - Permit area is outlined in Red

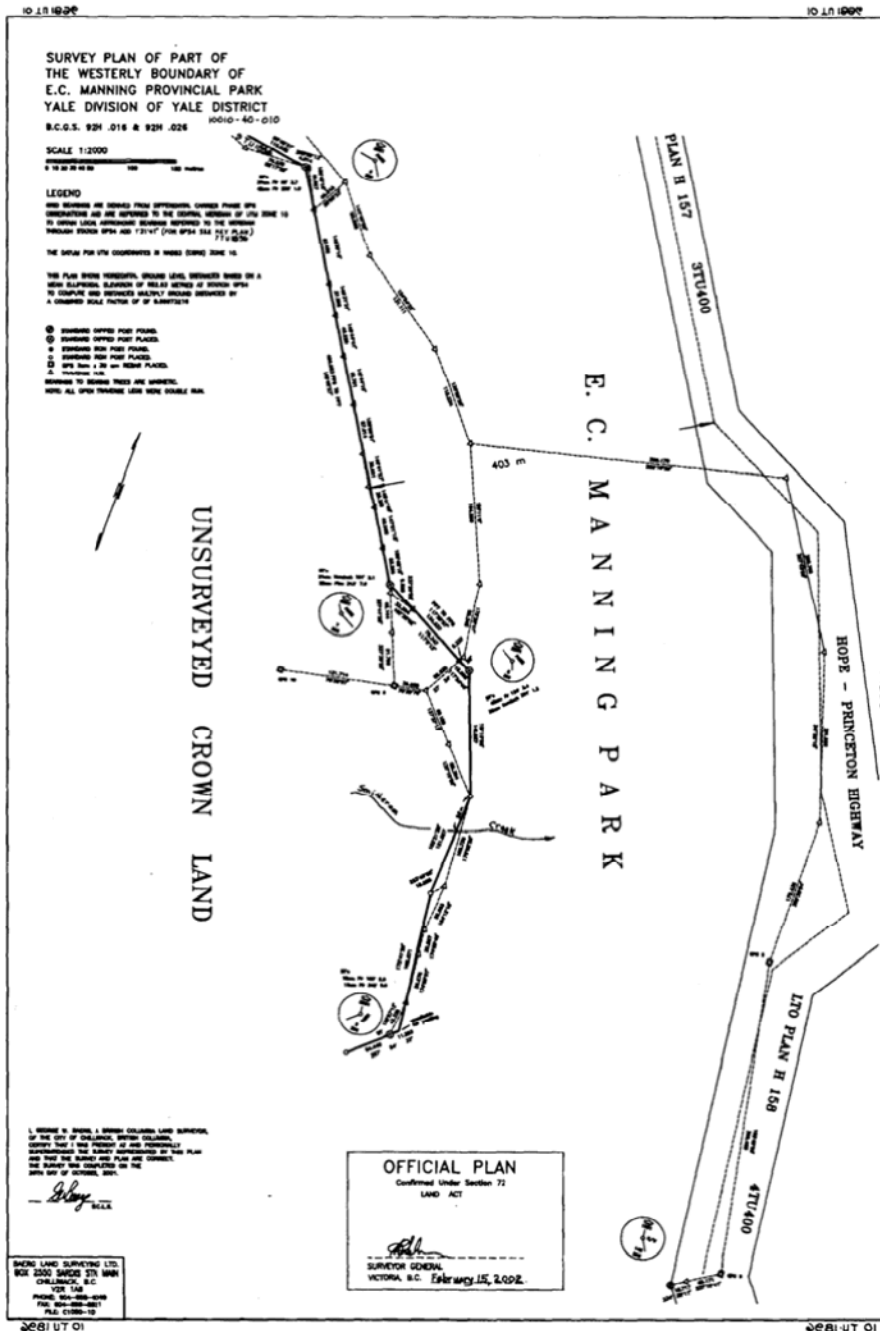
The following maps are a legal road survey of the permit area

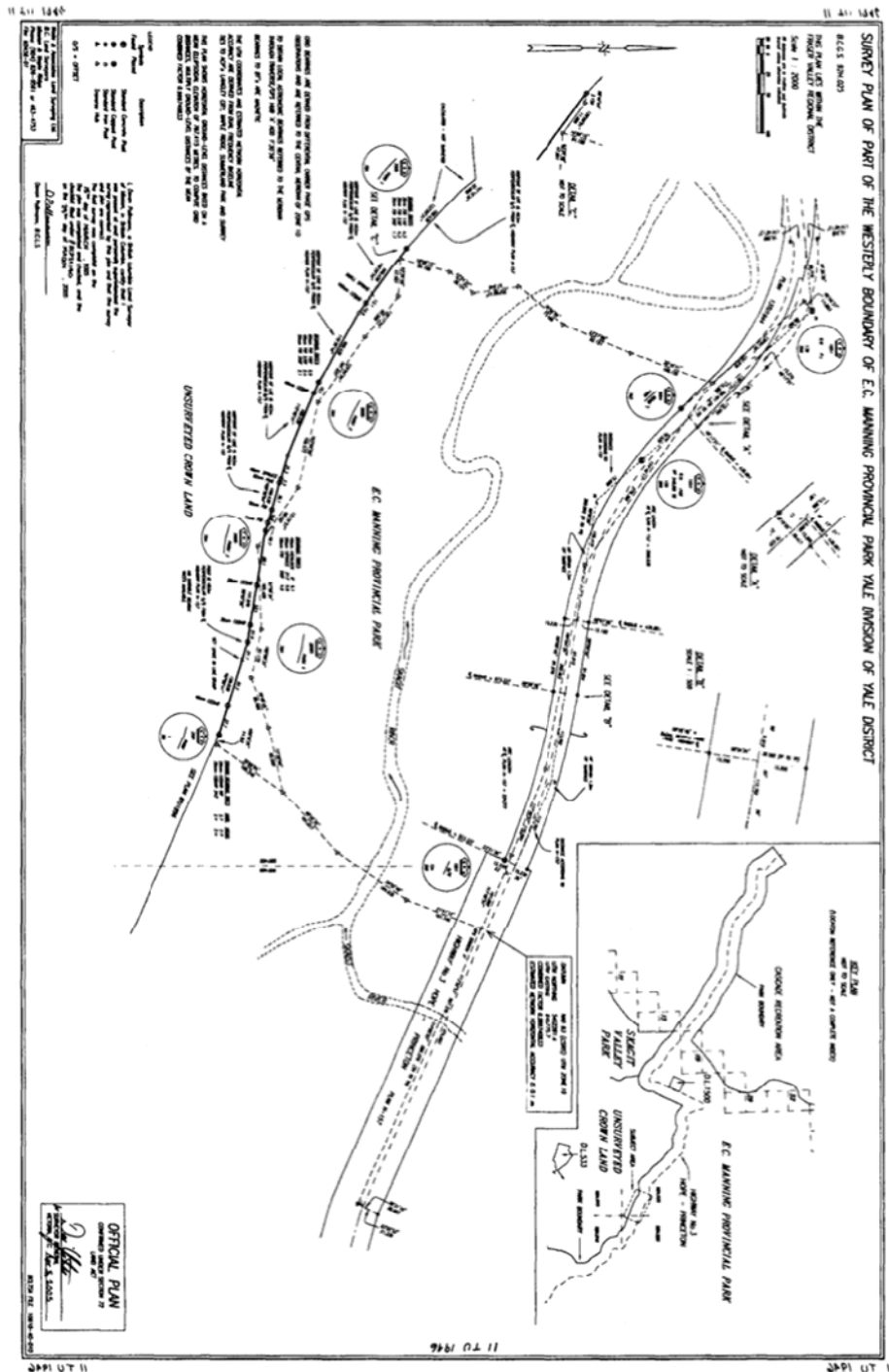


The following maps are a legal road survey of the Permit Area and Describe the length and width of the access.s









Page 78 to/à Page 94

Withheld pursuant to/removed as

NR



Imperial Metals Corporation
200 - 580 Hornby Street
Vancouver, BC Canada V6C 3B6
www.imperialmetals.com

BY E-MAIL: Jeff.Ladd@gov.bc.ca

June 11, 2015

Ministry of Forests, Lands and Natural Resource Operations
Chilliwack Natural Resource District
46360 Airport Road
Chilliwack, BC V2P 1A5

Attention: Jeff Ladd, RFT, Engineering Officer

Dear Sir,

RE: GIANT COPPER PROJECT

- **TSL A92888 / Proposed Logging Operations**
- **Road Use Permit 8110-15-01**

We acknowledge receipt of a copy of Road Use Permit 8110-15-01 dated April 30, 2015 and issued to 0793663 BC Ltd. We presume that the Permittee is the logging contractor that will be undertaking the timber harvesting operations under TSL A92888. We would like to convey a number of concerns that we have regarding any timber harvesting activities that will be conducted on the Giant Copper Property and the mineral tenures and Park Use Permit 103411 held by Imperial Metals Corporation ("Imperial").

- Any party granted access for the logging activities must be made aware that any assets of Imperial located on the property must be protected and not damaged. A previous logging contractor destroyed a large amount of valuable exploration drill core that Imperial had obtained from a drilling program costing over \$10 million. We need to ensure that no property damage occurs as a result of careless logging operations.
- No one is permitted to enter any underground workings on the Giant Copper property.
- The terms and conditions of Park Use Permit 103411 issued to Imperial in June 2010 must be observed at all times, especially the maintenance requirements set out in item 4 of the Special Provisions of the permit. Item 4(g) stipulates that the gate must be maintained in a locked condition at all times in order to restrict access. A copy of the Park Use Permit 103411 is attached for reference.
- If a temporary lock is placed on the gate, a key must be promptly provided to Imperial and the Area Park Supervisor.
- The road must be maintained throughout, graded when finished and left in an appropriate condition with special consideration for water management.
- The bridge crossing the Skagit River is the property of Imperial and should be inspected by FLNRO or the logging contractor prior to use to ensure it is safe for logging operations. Imperial accepts no liability for the use of the bridge by other parties. Any damages to the bridge as a result of logging operations must be repaired immediately at no cost to Imperial and Imperial should be promptly advised as to the extent of any damage and the subsequent repairs.

Should you have any questions regarding the foregoing kindly contact Jim Miller-Tait (604-488-2676 / jmillertait@imperialmetals.com) or Steve Robertson (604-488-2669 / srobertson@imperialmetals.com) as I will be away from our office until July 14, 2015.

Yours very truly,

IMPERIAL METALS CORPORATION


Erik Andersen
Land Administrator
eandersen@imperialmetals.com
Direct Line: 604-488-2678

Attach: 1

Cc: Chris Graham, 0793663 BC Ltd. / Interwest Timber
Ed Atkinson, MOE / BC Parks
Jim Miller-Tait, Imperial
Steve Robertson, Imperial



ROAD USE PERMIT
For Industrial Use of a Forest Service Road
8110-15-01



Ministry of Forests,
Lands &
Natural Resource
Operations

THIS PERMIT, dated for reference **April 30, 2015**:

0793663 B.C. LTD.
PO BOX 580
LILLOOET, BRITISH COLUMBIA
V0K 1V0
Phone: 250-256-1537 Fax: 250-256-7126
(the "Permittee")

1.00 GRANT OF RIGHTS AND TERM

- 1.01 Subject to any applicable legislation in force at the time of the work, and as amended from time to time, the District Manager grants to the Permittee the non-exclusive right, during the term of this Permit, to use the road or road section(s) listed on the Schedule "A" or shown on attached map.
- 1.02 The term of this Permit shall begin on the effective date shown above, and shall terminate when the District Manager is satisfied the Permittee's use of the Forest Service Road (FSR) is finished, and that there are no outstanding obligations with respect to the permit.
- 1.03 The Schedule(s) forms an integral part of the Road Use Permit.

2.00 CONDITIONS OF USE

- 2.01 As provided for in regulation, the Permittee is hereby required to carry out all maintenance activities for those roads identified as such on the Schedule "A" or attached map.
- 2.02 The permittee referred to in paragraph 2.01 as being required to maintain a road shall give the District Manager at least 30 days notice before building a bridge or installing a major culvert or fish stream culvert. The District Manager may specify conditions regarding those proposed works.
- 2.03 Upon termination of this Permit, title to all improvements that are located on the FSR will vest in the Crown without compensation to the Permittee, unless otherwise permitted by prior written consent of the District Manager.
- 2.04 Notwithstanding the vehicle size authorized for use in Schedule "A", the Permittee may use a vehicle on an FSR under this permit that exceeds the

allowable dimensions without exceeding the GVW described in the Schedule "A". When such oversize vehicle is used, the Permittee must arrange for a pilot car with appropriate roof-mounted warning sign or two flashing amber lights, to precede the oversize vehicle at a distance of not less than 100 metres not more than 500 metres.

- 2.05 Where there are posted signs indicating a two-way radio system for use on the road, the permittee shall use the posted frequency in the prescribed manner while using the road.

3.00 MISCELLANEOUS

- 3.01 This Permit shall enure to the benefit of, and be binding on, the parties and their respective heirs, executors, successors and permitted assigns.
- 3.02 By accepting delivery of this Permit, the Permittee agrees to be bound by its provisions and to perform all obligations that are to be performed by the Permittee under this Permit.
- 3.03 The terms and conditions imposed herein on the Permittee apply to the employees, agents and contractors of the Permittee. The Permittee shall be responsible for the actions of his employees, agents, and contractors.

DATED: April 30, 2015

Jeff Ladd, RFT
Engineering Officer
Ministry of Forests, Lands and
Natural Resource Operations
Chilliwack Natural Resource District
Ph. (604) 702-5700
Email: Jeff.Ladd@gov.bc.ca

ROAD USE PERMIT

SCHEDULE "A"

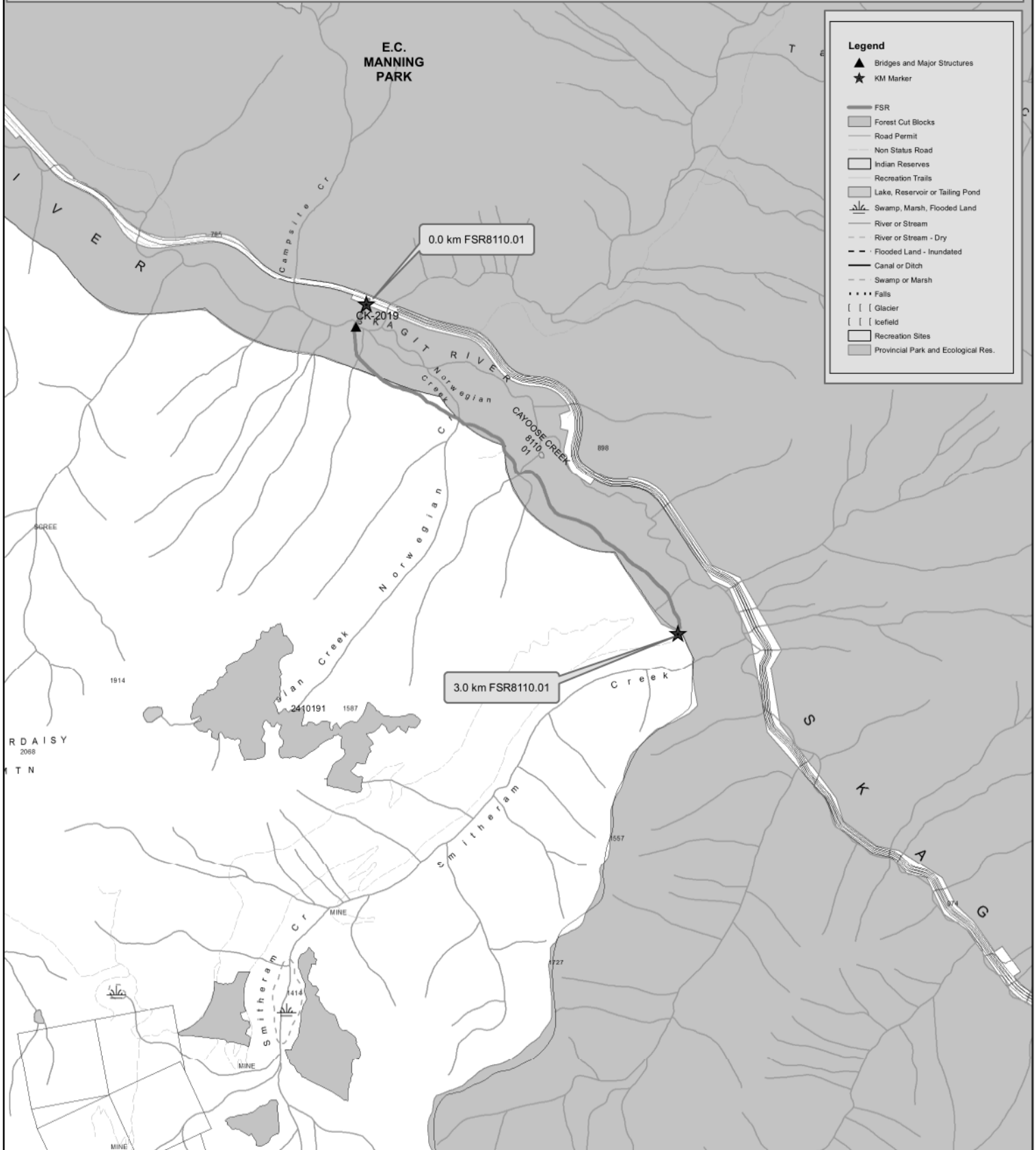
Date: April 21, 2015 File: 8110-15-01

| FSR Name/Project Number | FSR Branch No. | Section to be Used | | If Off-Highway, Indicate Vehicle Size A, B, or C From Next Section | MNRO USE ONLY Road Use Permit holder required by District Manager to maintain the FSR Name/telephone number DESIGNATED MAINTAINER |
|-------------------------|----------------|--------------------|-----|--|---|
| | | km to km | | | |
| 8110/Cayoose Creek FSR | .01 | 0.0 | 3.0 | | Imperial Metals Corp 200-580 Hornby Street Vancouver, BC V6C 3B6 604-669-8959 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

The dimensions and weights of vehicles not indicated for off-highway use shall conform to Ministry of Transportation and Infrastructure.

MAP OF : CAYOOSE CREEK FSR Road Use Permit 8110-15-01 0793663 BC Ltd.

| | | | |
|--|------------------------------------|-------------------------|--|
| FOREST REGION: RSC FOREST DISTRICT: DCK | TSA: Fraser LAND DISTRICT: YDYD | | MGT UNIT TYPE Timber Supply Area MGT UNIT NO: 30 |
| BCGS MAPSHEET NO: 92H026 | SCALE: 1:30,000 | UTM ZONE: 10 NAD: 83 | DRAWN BY: Chilliwack Forest District DATE: April 21, 2015 |





File: 11360-20/8110-15-01

April 30, 2015

0793663 B.C. Ltd.
PO Box 580
Lillooet, British Columbia
V0K 1V0

Dear Chris Graham:

Re: Road Use Permit 8110-15-01 CAYOOSE CREEK FSR

Enclosed is Road Use Permit 8110-15-01 for 0793663 B.C. Ltd. authorizing use of those Forest Service roads (FSR) listed on the attached Schedule A of the road use permit documents or as shown on the attached Exhibit A map.



Follow all directions/restrictions identified in the E.C. Manning Provincial Park Use Permit attached.

I. The legislation

Where indicated in the Schedule A or map, you are required to maintain those section(s) of Forest Service Road in accordance with current legislation.

II. Known hazards and other road information

The following is a summary of known safety hazards and key information regarding road activities:

FSR 8110.01 Cayoose Creek

- Lock block barricade at the yellow gate at beginning of FSR.
- Potential rock fall hazard exists.
- Post and maintain active operations signs at the point of commencement of this FSR.

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

Location: Chilliwack District

Mailing Address:
46360 Airport Road
Chilliwack, BC V2P 1A5

Tel: (604) 702-5700
Fax: (604) 702-5711

III. Definition of “Designated Maintainer” and subsequent responsibilities for both the designate and secondary.

Forest Service Road Use is a shared responsibility by industrial users. One user is assigned the title and responsibility of primary user or **designated maintainer**. Generally the designate is the predominant user of the road system over time. In taking on that responsibility the designate agrees to negotiate with secondary users the appropriate amount for contribution toward maintenance. The contributions would be commensurate with the use and may be monetary or work related.

Please refer to Schedule A to determine which road segments you are a designated maintainer or secondary user.

The Ministry of Forests, Lands and Natural Resource Operations will carry out periodic inspections of Forest Service bridges and major culverts. The **designated maintainer** is responsible for addressing all deficiencies identified in Ministry supplied bridge and road inspection reports. You may be required to assist with the necessary repair or replacement of bridges and major culverts. Maintenance work must be consistent with current legislation. For your convenience, bridge inspections are posted on Chilliwack District’s ftp site at:

<http://www.for.gov.bc.ca/ftp/DCK/external/!publish/ENGINEERING/>

Note this information may not be an exhaustive list of structures and it is the RUP holder’s responsibility to ensure all structures contemplated for use have an appropriate inspection and load rating assigned to them prior to use. Where Ministry inspection reports are not current or available, or where there are suspected changes to the condition of a structure from the available inspection report, it is the responsibility of the designated maintainer to work with secondary users to: 1) carry out inspections, 2) prepare corresponding load ratings, 3) develop repair prescriptions using a qualified professional and 4) contact the Ministry Engineer to discuss their findings prior to use.

IV. Additional responsibilities of Secondary Users (when you are not the Designated Maintainer)

Where you are not the designated maintainer for all or some portions of the FSR identified in Schedule A, you are obliged to make contact with designated maintainer, outline your activities and scheduling and reach agreement as to an appropriate sharing of the road maintenance costs or activities.

When your operations have been completed you are required to make a request in writing to the District Manager to have your Road Use Permit terminated. Before removing equipment from the area serviced by this permit please contact the Engineering Group to ascertain the level of maintenance required for the roads outlined in your Schedule A.

This letter is integral to Road Use Permit FS102 document and should be attached thereto.

Should you have any questions related to this permit please contact the District Engineering Group at 604-702-5700.

Yours truly,

Jeff Ladd, RFT
Engineering Officer
Ministry of Forests, Lands and Natural Resource Operations
Chilliwack Natural Resource District
Ph.(604) 702-5700
Email: Jeff.Ladd@gov.bc.ca

CC: Imperial Metals, 200-580 Hornby Street, Vancouver BC, V6C 3B6

From: [Scott, Lindsay M FLNR:EX](#)
To: [Dayton, Randall FLNR:EX](#)
Subject: FW: RUP 8110-15-01 Issued
Date: Wednesday, September 12, 2018 11:48:08 AM
Attachments: 8110-15-01 FS102 signed.pdf
8110-15-01 FS102c Cover Letter signed.pdf

Hi Randall

Original email sent at issuance.

Thanks.

Lindsay Scott

GIS Services
Chilliwack Natural Resource District
604 702-5703

From: Horvath, Deanna FLNR:EX
Sent: Friday, May 1, 2015 1:57 PM
To: 'chris@interwesttimber.com'
Cc: Gonzalez, Ana Maria FLNR:EX; Bubela, Brian FLNR:EX; Shannon, Trevor L FLNR:EX; Pegura, Eric FLNR:EX; Cosgrove, Brenda S FLNR:EX; 'srobertson@imperialmetals.com'
Subject: RUP 8110-15-01 Issued

Hello Chris,

Attached is the RUP 8110-15-01 for your records.

Cheers!

Deanna Horvath

Resource and Contract Administrator
Ministry of Forests, Lands and Natural Resource Operations
Chilliwack Natural Resource District
Tel-604-702-5707
Fax-604-702-5711