



Province of  
British Columbia

Ministry of  
Environment,  
Lands and Parks

Mailing address:  
Surveyor General Branch  
Parliament Buildings  
Victoria, B.C. V8V 1X4  
Office location:  
3400 Davidson Avenue  
Victoria, B.C.  
Telephone: (604) 387-4461  
Fax: (604) 387-1830

**NOT WITHIN AGRICULTURAL LAND RESERVE**

OUR FILE **0289089**

s.22

Margaretha Hendrika Smits and  
Arie Johannes Smits  
s.22

RECEIVED  
MAR 29 1994  
BC LANDS  
CARIBOO REGION

Dear Margaretha and Arie Smits:

As of the date identified above, the Crown Grant described below has been forwarded to the Registrar, Land Title Office, Ministry of Attorney General, 114 - 455 Columbia Street, Kamloops, British Columbia, V2C 6K4 for registration.

By producing a copy of this letter, by mail or in person, the Land Title Office noted above will be authorized to furnish you with a State of Title Certificate supplied free of charge. Where the grantee requires a duplicate Certificate of Title, consult the reverse of this letter for a statement of the appropriate terms and conditions.

Crown Grant No.: 3150/1302

Crown Grant Date: March 23, 1994

Grantee(s): MARGARETHA HENDRIKA SMITS AND ARIE JOHANNES SMITS,  
As Joint Tenants

Description: Block E of District Lot 8614, Lillooet District

Purchase Price: \$18,000.00 (Does not include GST or PPT)

Location: Rail Lake

Containing 0.324 hectares

Assessment District: Cariboo

PIN: 005850121

N.T.S.: 092P14E

B.C.G.S.: R092P093

for Surveyor General  
and Director

ALC:ps  
bcgeu

cc: British Columbia Assessment Authority, Cariboo  
Steve Mazur, Regional Director, Cariboo Region  
Land Title Office, Kamloops  
Timber Marks, Timber Harvesting Branch, Ministry of Forests  
Crown Land Registry Audit, Surveyor General Branch

Page 02 of 45 to/à Page 06 of 45

Withheld pursuant to/removed as

s.3



File: 0289089 ✓

MAR 14 1994

s.22  
Arie Johannes Smits  
Margaretha Hendrika Smits

ACCOUNTS  
APW 94-03-15

Joint Tenants

Dear Arie Smits and Margaretha Smits,

Re: Offer of Crown Grant dated January 31, 1994,  
regarding Block E of District Lot 8614, Lillooet District

This letter is to acknowledge that all conditions precedent to the sale of the above-described land have been satisfied, including payment as follows:

Purchase Price	\$ 18,000.00	
Property Purchase Tax	180.00	
Crown Grant Fee	150.00	T*
G.S.T. (7% x \$150.00)	<u>10.50</u>	
Subtotal		\$ 18,340.50
Less:		
Unexpired Rental	168.00	
Payment Received	<u>18,172.50</u>	
Total Credit		\$ <u>18,340.50</u>
Balance		NIL

(T\* - denotes G.S.T. applicable)

The amount of Property Purchase Tax is subject to review by the Ministry of Finance and Corporate Relations.

Lease No. 513815 on this file over the above-described area will be discontinued upon issuance of the Crown Grant.

We have forwarded all documentation to our Victoria office for issuance of the Crown Grant. You will be advised by letter from that office when the Crown Grant has been prepared and directed to the Land Title Office, Kamloops, for registration.

Yours truly,

Original Signed By  
LINDA SONTAG

Linda Sontag  
Examiner

/mw

cc: Surveyor General Branch, Victoria



Province of  
British Columbia

Ministry of  
Environment,  
Lands and Parks

CARIBOO REGION  
Lands Operations Division  
Room 201, 172 North 2nd Ave.  
Williams Lake, BC V2G 1Z6  
Telephone: (604) 398-4250  
Facsimile: (604) 398-4296

GST Registration No. R107864738

Your contact is: **Linda Sontag**  
**Examiner**  
**398-4250**

File: 0289089  
Rail Lake

JAN 31 1994

OFFER OF CROWN GRANT

**ARIE JOHANNES SMITS**  
**MARGARETHA HENDRIKA SMITS**

s.22

AS JOINT TENANTS

Dear Arie Smits and Margaretha Smits,

We are pleased to offer you a **Crown Grant** over **Block E of District Lot 8614, Lillooet District;** (the "Land") on the terms and conditions contained in this offer.

**PRECONDITIONS OF CROWN GRANT**

You can accept this offer by signing the attached acceptance page and returning it to our office. A Crown Grant will be issued to the Registrar of the appropriate Land Title office once you have met the preconditions listed below. The Registrar will then register a title to the Land in your name.

This offer will expire **on or before March 14th, 1994** unless you have returned the signed acceptance page by this date. As well, you must satisfy the following preconditions by this date:

**1. FEES PAYABLE**

You need to pay the following fees:

Purchase Price.....\$ 18,000.00  
Crown Grant Fee..... 150.00\*  
\*G.S.T. (7% x \$ 150.00)..... 10.50



SUBTOTAL.....	\$ 18,160.50
Less Unexpired Rent from Mar/94-July/94..	- 168.00
TOTAL OWING.....	\$ 17,992.50
	=====

#### PROPERTY PURCHASE TAX AND PAYMENT

Please complete, sign and return the enclosed Property Purchase Tax Form together with payment of the declared taxes. (The amount of Property Purchase Tax may be added to the above total and paid on one cheque.) If you have any questions regarding this tax or completion of the form, please telephone Louise Ford at the Ministry of Finance, Victoria; 387-4682.

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

## 2. APPROVALS/CONSENTS/PERMITS

You need to obtain and submit to our office the following:

An assessment of your lot indicates that it does not meet the Ministry of Health standards for conventional on-site sewage disposal. To protect public health and environmental quality, you are required to provide us with an executed restrictive covenant agreement in the form attached to this letter, in triplicate. This covenant will be registered as a charge against the Land pursuant to Section 215 of the Land Title Act.

The Health Covenant can be removed from the title at any time if you can provide us with a letter from the Ministry of Health stating that the lot has met their soil percolation or other requirements.

## 3. STATEMENT OF CITIZENSHIP

You need to submit to our office a completed, signed and duly witnessed Statement of Citizenship in the form attached, as required under Section 148 of the Land Title Act.

**REMINDER:** This offer expires if you do not satisfy the above preconditions on or before March 14th, 1994 or within the time period specified in the precondition.

## AGREEMENT TO FURTHER TERMS

### 1. By accepting this offer, you agree that:

- (a) This offer cannot be transferred to another person;
- (b) This offer and the Crown Grant do not guarantee that:
  - (i) the Land can be built on,
  - (ii) there is access to it,
  - (iii) it is not susceptible to flooding or erosion;
- (c) This offer shall survive the signing and issuance of the Crown Grant but that if there is any contradiction between the terms of the offer and the Crown Grant, the Crown Grant shall prevail;
- (d) In accordance with the provisions of the Land Act, this offer is not binding upon the Crown until the Crown Grant is signed by the Crown.
- (e) Time is of the essence in this offer.

### 2. By accepting this offer, you confirm that:

- (a) You (or your authorized representative) have inspected the Land and are fully aware of its condition;
- (b) You have knowledge of all municipal and regional district bylaws regulating the use and development of the Land;
- (c) The Land is located in an area of Crown land which has been set aside for natural resource management purposes, including:
  - (i) timber production, utilization and related purposes; forage production and grazing;
  - (ii) forest or wilderness oriented recreation; water, fisheries and wildlife resource purposes.

By accepting this offer you acknowledge that you have received notice that land adjacent to, or in the vicinity of the Land which is being offered to you, will likely be managed for a number of the purposes listed above, over time, and the character of the area may be altered by planned management practices.

### 3. LIMITATION OF ESTATE

The Crown Grant is offered to you with the following limitation of estate:

- (a) The Crown Grant will be issued on the understanding that access to the Land is by water only.

### 4. PRIOR INTERESTS

This transfer of the Land will be subject to:

- (a) Any conditional or final water license or substituted water license issued or given under the Water Act or any prior or subsequent enactment of the Province of British Columbia of like effect, and to the rights of the holder of it to enter on the Land and to maintain, repair and operate any works permitted on the Land under the license at the date of the Crown Grant.
- (b) All subsisting grants to, or subsisting rights of any person made or acquired under the Mineral Tenure Act, Coal Act or Petroleum and Natural Gas Act or under any prior or subsequent enactment of the Province of British Columbia of like effect.

(c) **EXCEPTIONS AND RESERVATIONS**

The Crown Grant transferring the Land to you will:

- (i) Except and reserve to the Province, its successors and assigns, the interests, rights, privileges and titles referred to in Section 47 of the Land Act.

(ii) **RESTRICTIVE COVENANTS**

The Crown Grant transferring the Land to you will include or be subject to the following restrictive covenant(s):

A. That

- I. you will not construct, erect or maintain any improvements on the Land within **7.5 metres of the natural boundary of Rail Lake** nor at an elevation where the underside of the wooden floor system or top of pad of any such improvement is less than **1.5 metres above the natural boundary of Rail Lake** and this restrictive covenant is in favour of the Province and shall be registered as a charge against the Land under Section 215 of the Land Title Act;
- II. you acknowledge that the Province does not represent to you that any improvement constructed, erected or maintained in accordance with paragraph I hereof will not be damaged by flooding or erosion; and you agree to indemnify and save the Province harmless against all loss, damage, costs and liabilities including fees of solicitors and other professional advisors arising out of:
  - 1. any breach or violation of paragraph I hereof, and
  - 2. any personal injury, death or property damage occurring on the Land happening by virtue of any flood or erosion whether or not any improvements on

the Land were constructed, erected or maintained in accordance with paragraph 1 hereof.

3. the indemnity described in paragraph 11 is an integral part of this restrictive covenant and shall be registered as a charge against the Land pursuant to Section 215 of the Land Title Act.

- B. That you will indemnify and save the Province harmless against all claims, actions, demands, loss or damage, costs and liabilities including the fees of solicitors and other professional advisors, arising out of any breach or violation of your covenants in this restrictive covenant and this indemnity is an integral part of your covenants and shall be registered as a charge against the Land pursuant to Section 215 of the Land Title Act.

#### ADDITIONAL INFORMATION

Also, the current zoning in this area restricts you to one single family dwelling per lot. If more than one cabin, on your lot, is being used as a dwelling, please contact the Cariboo Regional District for information on the implications of the current zoning.

#### FREEDOM OF INFORMATION

Personal information is collected by BC Lands pursuant to the Land Act for the purpose of administering Crown land. Information on your application, and if approved, subsequent tenure will become a part of the Crown Land Registry, which is routinely made available to the public under freedom of information legislation.

If you have any questions, please contact **Linda Sontag** at **398-4250**

Yours truly,

Original Signed By  
SHARON WHITELEY

Authorized Representative

To:  
Ministry of Environment, Lands and Parks  
Room 201, 172 North 2nd Ave.  
Williams Lake, B.C.  
V2G 1Z6

Attention: **Linda Sontag**

File Number: 0289089

Acceptance of  
Offer of Crown Grant

I/We accept your offer dated JAN 31 1994 on the terms and conditions  
contained in it.

DATED this \_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
**ARIE JOHANNES SMITS**

\_\_\_\_\_  
**MARGARETHA HENDRIKA SMITS**

50051661

To:  
Ministry of Environment, Lands and Parks  
Room 201, 172 North 2nd Ave.  
Williams Lake, B.C.  
V2G 1Z6

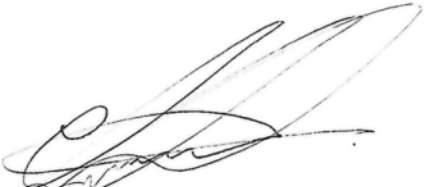
Attention: Linda Sontag

File Number: 0289089

Acceptance of  
Offer of Crown Grant

I/We accept your offer dated JAN 31 1994 on the terms and conditions  
contained in it.

DATED this 25 day of February, 1994.

  
ARIE JOHANNES SMITS

  
MARGARETHA HENDRIKA SMITS



*Raul Lake*

*272/C401 17832.00*

<i>C423</i>	<i>150.00</i>
<i>C314</i>	<i>10.50</i>
<i>C303</i>	<i>180.00</i>

*Buck Price*  
*18000.00*  
*16800.00 unexpired*



Province of  
British Columbia

Ministry of Finance  
and Corporate Relations  
REVENUE DIVISION  
Parliament Buildings  
Victoria, B. C.  
V8V 1X4

GENERAL  
PROPERTY PURCHASE TAX RETURN

This return is used when NO exemption or  
reduction from tax is being claimed.

DATE	94-03-03
TAX PAID (to equal item F8)	180.00

0430188

INSTRUCTIONS: Please refer to the instruction guide for assistance in completing this return. Please type or print legibly.  
Photocopies of this return will not be accepted.

A. PRIMARY PURCHASER / TRANSFEREE:			If insufficient space, tick <input type="checkbox"/> and attach details
SURNAME	FIRST NAME	INITIAL	
SMITS	ARIE	J.	
SURNAME	FIRST NAME	INITIAL	
SMITS	MARGARETHA	H.	
ADDRESS			
			s.22

B. MAIL PROPERTY ASSESSMENT AND PROPERTY TAX NOTICE TO: (Leave blank if same as address in A above.)	
ADDRESS	
	POSTAL CODE

C. PRIMARY VENDOR / TRANSFEROR:			If insufficient space, tick <input type="checkbox"/> and attach details
SURNAME	FIRST NAME	INITIAL	
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA	ARIE		
REPRESENTED BY THE MINISTER OF ENVIRONMENT, LANDS AND PARKS			
SURNAME	FIRST NAME	INITIAL	

D. DESCRIPTION OF PROPERTY AND TRANSFER:

1. Date of completion of transaction    YEAR MONTH DAY Date of interim agreement or contract    YEAR MONTH DAY

2. Transfer of ☐ 1 VACANT LAND ☐ 2 LAND WITH IMPROVEMENTS (buildings or structures)

3. Property is ☐ 1 RESIDENTIAL ☒ 2 RECREATIONAL ☐ 3 COMMERCIAL ☐ 4 FARM

4. Transaction is ☐ 1 AGREEMENT FOR SALE ☐ 2 LIFE ESTATE ☐ 3 FORECLOSURE ☐ 4 LEASE \* ☒ 5 FEE SIMPLE ☐ 6 COURT ORDER ☐ 7 QUIT CLAIM ☐ 8 LEASE MODIFICATION AGREEMENT \* ☐ 9 AMALGAMATION ☐ 0 PREPAID LEASE \*

5. Parcel Identifier Number

6. Legal Description of Property Block E of District Lot 8614,  
Lillooet District

7. Roll/Folio Number (from current Property Tax or Assessment Notice) (if available)  AREA  JUR  ROLL/FOLIO NUMBER

8. Civic Address of Property Municipality

9. What percentage interest in this property is being transferred in this transaction? %

10. If the Gross Purchase Price (Item E6 below) includes the transfer of a Crown Lease, describe the type and acreage of the lease.

E. TERMS:

1. Cash

\$ 18,000.00

E1

2. Financing

	AMORTIZATION PERIOD (MONTHS)	RENEWAL TERM (MONTHS)	INTEREST RATE (%/ ANNUM)	PRINCIPAL AMOUNT
a. New - first				
b. New - second				
c. Assumed				
d. Agreement for sale				

TOTAL OF  
ITEMS 2a  
THRU 2d

E2

3. Forgiveness of debt

E3

4. Property taken in trade

E4

5. Other consideration paid or given (details)

E5

6. GROSS PURCHASE PRICE (TOTAL OF E1, E2, E3, E4 AND E5 ABOVE)

\$ 18,000.00

E6

F. PROPERTY PURCHASE TAX CALCULATION:

1. Fair market value of property or interest in property

\$ 18,000.00

F1

4. 1% on first \$200,000 of taxable amount (F1)

180.00

F4

5. 2% on remainder of taxable amount (F1)

F5

8. PROPERTY PURCHASE TAX PAYABLE (F4 plus F5)

180.00

F8

H. ALLOCATION OF GROSS PURCHASE PRICE (NON-RESIDENTIAL PROPERTIES ONLY):

1. Real property (land and buildings)

\$

H1

2. Machinery, furniture, and equipment

H2

3. Fixtures (as defined under the Social Service Tax Act)

H3

4. Goodwill, quotas and other intangibles

H4

5. Other - describe

H5

6. GROSS PURCHASE PRICE (TOTAL OF H1 THRU H5 TO EQUAL E6)

\$

H6

NOTE: Tax is payable under the Social Service Tax Act on the purchase of machinery, furniture and equipment (H2 above) and fixtures (H3 above)

I. ADDITIONAL INFORMATION:

3. If the gross purchase price (E6) differs from the fair market value (F1), indicate the reason for the difference

1 CONVEYANCE ONLY

6 SALE OF PART INTEREST

2 RELATED PARTY

7 TRADE

3 SPECIAL INTEREST

OTHER

4 DISTRESS SALE

5 FORECLOSURE

4. If the terms of this transaction includes property taken in trade (E4), identify the property by providing

AREA

JUR

ROLL/FOLIO NUMBER

LEGAL DESCRIPTION

PARCEL IDENTIFIER

ADDRESS

CERTIFICATION - The undersigned hereby certifies that the information given is complete and correct in all respects.

SIGNATURE

NAME

ADDRESS

PHONE NO.

SIGNATURE

NAME

ADDRESS

PHONE NO.



Page 17 of 45 to/à Page 21 of 45

Withheld pursuant to/removed as

s.3

RECEIVED  
FEB 04 1994

BC LANDS  
CARIBOO REGION

File: 0289089.  
Lake: Rail.

Province of British Columbia,  
Ministry of Environment,  
Lands and Parks,  
Room 201 - 172 North Second Avenue,  
Williams Lake, BC,  
V2G 1Z6.

Jan. 31st 1994.

Attention: Sharon Whitely,  
Manager Land Administration.

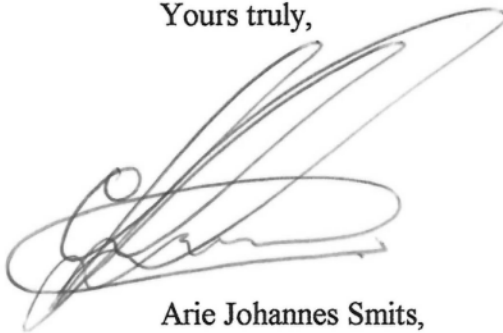
Re: Process to Purchase Shoreland Lot.

Dear Sharon Whitely,

Please find enclosed a copy of our letter dated Jan. 6th 1993, which we send on Jan. 7th 1994, misdating is our mistake. Notwithstanding this mistake, our request for an offer on lease recreational lot No. 513815, or legal description Block E, D.L. 8614 Lillooet Land District well predates the effective date of March 1st 1994 of the revised process to purchase shoreland.

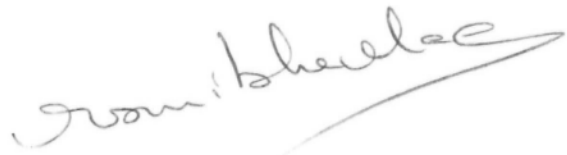
As such we would greatly appreciate receiving by return mail your offer.  
Thanking you for your cooperation, we remain,

Yours truly,



Arie Johannes Smits,

s.22



Margaretha Hendrika Smits,

*Assigned digit  
Offer letter & form  
in mail.  
L.S.*



Province of  
British Columbia

MINISTRY OF  
ENVIRONMENT,  
LANDS AND PARKS

BC  
Lands

Room 201  
172 North Second Avenue  
Williams Lake  
British Columbia  
V2G 1Z6  
Telephone: (604) 398-4250  
Fax: (604) 398-4296  
GST Registration No. R107864738

January 28, 1994

Dear Leaseholder,

Re: Process to Purchase your Shoreland Lot

Please be advised that effective March 1, 1994 all holders of shoreland lease property wishing to purchase must apply, in writing, and submit a \$107.00 application fee (\$100.00 plus 7% GST). Upon receipt of your application and fee, your lot will be appraised to determine the current market value of the land. A formal offer will then be sent to you.

Sharon Whitely  
Manager  
Land Administration

LR/sm

File: 0289089.  
Lake: Rail.

Jan. 6th 1993.

Province of British Columbia  
Ministry of Environment  
Lands and Parks,  
Room 201 - 172 North Second Avenue,  
Williams Lake, BC,  
V2G 1Z6.

Attention: Manager Land Administration.

Re: Sale of shoreland to current lessees.

Dear Sir,

We are presently considering to buy lease recreational lot no. 513815, block E. D.L. 8614, and would appreciate knowing the asking price.

We received a letter dated Nov. 13th 1992 which offered our lease for \$12,500.-. As increases over 1993 in property values in Kamloops have been 16% and in Williams Lake 5-15% we envision that the asking price would be in line with those percentages.

Presently on the lot are a log cabin for recreational use and a small frame cabin which is used solely for storage. None of the structures encroach on neighbouring properties.

Thank you very much for your cooperation.

Yours truly,

Arie Johannes Smits,  
Margaretha Hendrika Smits.  
s.22

A handwritten signature in dark ink, appearing to read 'Arie Johannes Smits', with a large, stylized flourish below it.

File: 0289089.

Lake: Rail.

Jan. 6th 1993.

Province of British Columbia  
Ministry of Environment  
Lands and Parks,  
Room 201 - 172 North Second Avenue,  
Williams Lake, BC,  
V2G 1Z6.

Attention: Manager Land Administration.

Re: Sale of shoreland to current lessees.

RECEIVED  
JAN 12 1994  
BC LANDS  
CARIBOO REGION

Dear Sir,

We are presently considering to buy lease recreational lot no. 513815, block E. D.L. 8614, and would appreciate knowing the asking price.

We received a letter dated Nov. 13th 1992 which offered our lease for \$12,500.-. As increases over 1993 in property values in Kamloops have been 16% and in Williams Lake 5-15% we envision that the asking price would be in line with those percentages.

Presently on the lot are a log cabin for recreational use and a small frame cabin which is used solely for storage. None of the structures encroach on neighbouring properties.

Thank you very much for your cooperation.

Yours truly,

Arie Johannes Smits,  
Margaretha Hendrika Smits.

s.22



TAS N- CG-02-05-08

JAN 13 1994





File: 0289089

Lake: Rail

NOV 12 1992

Margaretha Hendrika Smits  
Arie Johannes Smits

s.22

Dear Margaretha Smits and Arie Smits,

In 1988, the government announced a change in policy to allow the sale of shoreland lots to current lessees.

Since that time, we have been actively contracting for the services which will bring your lot to the stage where it can be sold. An independent fee appraiser has now advised us that the market value for your lot, as vacant and unimproved, is \$12,500. We are offering you purchase of your lot at this value since government policy is based on current market value pricing.

If you wish to purchase your leasehold, please advise us in writing within 60 days and a formal offer will be sent to you. In your written request, kindly provide the full legal names of all parties to be registered as owners and whether Joint Tenancy or Tenancy in Common is desired (if more than one individual).

If your lot has more than one dwelling or improvements that encroach onto adjacent land, these issues would have to be resolved prior to issuance of a Crown grant.

The Ministry will have your lot reappraised periodically. Should you wish to purchase at a later date, the price will be at market value in effect at that time, provided the sale program is still in effect.

Please phone 398-4250 or write our office if you would like more information about the Shoreland Sale Program.

Yours truly,

John Peebles, Manager  
Land Administration

DEPT. OF  
ENVIRONMENT,  
LANDS AND PARKS

A. J. PEEBLES  
ARCH. 11/12/92

ML/sm



File: 0289089

Lake: Rail  
NOV 13 1992

Margaretha Hendrika Smits  
Arie Johannes Smits

s.22

Dear Margaretha Smits and Arie Smits,

In 1988, the government announced a change in policy to allow the sale of shoreland lots to current lessees.

Since that time, we have been actively contracting for the services which will bring your lot to the stage where it can be sold. An independent fee appraiser has now advised us that the market value for your lot, as vacant and unimproved, is \$12,500. We are offering you purchase of your lot at this value since government policy is based on current market value pricing.

If you wish to purchase your leasehold, please advise us in writing within 60 days and a formal offer will be sent to you. In your written request, kindly provide the full legal names of all parties to be registered as owners and whether Joint Tenancy or Tenancy in Common is desired (if more than one individual).

If your lot has more than one dwelling or improvements that encroach onto adjacent land, these issues would have to be resolved prior to issuance of a Crown grant.

The Ministry will have your lot reappraised periodically. Should you wish to purchase at a later date, the price will be at market value in effect at that time, provided the sale program is still in effect.

Please phone 398-4250 or write our office if you would like more information about the Shoreland Sale Program.

Yours truly,

Original Signed By  
J. A. PEEBLES

John Peebles, Manager  
Land Administration

ML/sm



File: 0289089

CERTIFIED MAIL

MAY 29 1990

Margaretha Hendrika Smits and  
Arie Johannes Smits, Joint Tenants  
s.22

Dear Mr. and Mrs. Smits,

Enclosed herewith is Lease Number 513815  
covering Block E of District Lot 8614, Lillooet District, issued  
in your names, dated July 14, 1990, for a period of 15 years, for  
recreational purposes.

Please sign all copies of the documents in the space  
provided and have your signature witnessed by someone who is  
neither a family member nor a party to this agreement. Return the  
two duplicate copies to this office within 45 days from the date  
of this letter and keep the original for your records.

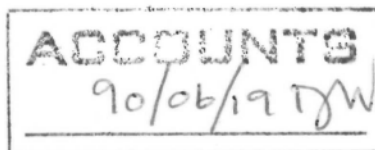
Lease No. 19228 on File No. 0289089 over this area has  
been recorded as expired on our records as of July 14, 1990.

When returning the signed documents, the following fees  
are required:

Rental	\$453.00
Documentation Fee	<u>150.00</u>
Total	\$603.00

Failure to sign and return the documents along with the  
fees as listed above will result in immediate cancellation of this  
lease.

If you have any questions on this matter, please call  
Linda Sontag at 398-4250.



Yours truly,

Original Signed By  
J. A. PEEBLES

John Peebles  
Manager  
Land Administration

GS/jl

Enclosures

cc: B.C. Assessment Authority, Williams Lake  
Surveyor General Branch, Victoria  
District Forest Manager, 100 Mile House  
P. Netterfield, Forests Division, Victoria

27/7



Page 29 of 45 to/à Page 35 of 45

Withheld pursuant to/removed as

s.3

THIS AGREEMENT dated the 1st day of April, 1978.

B E T W E E N: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA represented by the Minister of  
Lands, Parks and Housing.

(hereinafter called the "Lessor")

OF THE FIRST PART

A N D

Margaretha Hendrika Smits & Arie Johannes Smits

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESS THAT WHEREAS:

A. This agreement is supplemental to Lease No. 19228, dated the 14th day of July, 1969 (hereinafter called the "Lease") between the parties whereby the Lessor leased to the Lessee that parcel of land known and described as:

**Block E of Lot 8614, Lillooet District**

B. The parties intend to alter the terms of the Lease in the manner set out below.

NOW THEREFORE in consideration of the premises and of the sum of one dollar of lawful money of Canada paid by the Lessor to the Lessee (the receipt whereof is hereby acknowledged) the parties agree as follows:

- The Lease is amended by striking out:  
"Yielding and paying therefore unto the Lessor, in advance, yearly and every year, the rent of \$ 50.00 per annum for the first ~~three~~ <sup>five</sup> years, and thereafter the rent shall be subject to review and adjustment at the discretion of the Lessor for each successive five year period \_\_\_\_\_, and that payable on or before the 14th day of July in each year at the office of the Minister at the City of Victoria, whether demanded or not.  
A notice signed by the Director of Lands, of an adjustment of rental shall be conclusive evidence of the adjustment of the rental and it shall be deemed to be incorporated in this Indenture".

and substituting the following:

"Yielding and paying therefore unto the Lessor, in advance, yearly and every year rent in an amount equal to 5% of 40% of the actual land value as determined by the British Columbia Assessment Authority for the immediately preceding year subject to review and adjustment at the discretion of the Lessor for each successive one year period that the lease remains in force, and that payable on or before the 14th day of July in each year at the office of the Minister at the City of Victoria, whether demanded or not."

PROVIDED that the Lessor may, by notice in writing delivered to the Lessee not less than sixty days before any anniversary date of the date of this Indenture, adjust the annual rental payable hereunder and where such notice is given, the annual rental payable shall be the amount stated in the notice and shall be payable on the date the next installment is due."

PROVIDED also that this lease is issued and accepted on the condition that the Lessee will not use the dwelling constructed on the Crown lands as his permanent place of residence.

- Save and except as expressly amended herein, the Lease shall continue in full force and effect for the remainder of the term and any renewed term hereof.  
IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

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

M. Marquay  
Witness To Lessor

[Signature]  
Regional Land Manager

SIGNED, SEALED AND DELIVERED )  
by Name of Lessee, Margaretha Hendrika )  
Smits & Arie Johannes Smits )  
in the presence of )

[Signature]

[Signature]  
Lessee

I the undersigned, hereby give my licence and authority  
to an Assignment dated April 8, 1975  
by Rita Aurore Marie Giesbrecht  
of Salmon Arm, B. C. of all her estate  
in the premises demised by an Indenture of Lease  
dated the 14th day of July, 1969 covering Block E of Lot 8614,  
Lillooet District

and made between Her Majesty the Queen (acting by the Minister of  
Lands, Forests, and Water Resources of the Province of British Columbia),  
of the one part, and

Rita A. M. Giesbrecht  
of the other part, unto  
Margaretha Hendrika Smits and Arie Johannes Smits  
of Vancouver, B. C. , without prejudice to any rights  
which Her Majesty the Queen has or may have against the said  
Rita A. M. Giesbrecht

under the covenants, conditions and provisions in the said Indenture of  
Lease contained, PROVIDED that this licence is restricted to the particular  
Assignment hereby authorized and save as aforesaid the covenant in the said  
lease contained against assignment or underletting shall remain in full  
force and effect.

This assignment is consented to on the distinct understanding  
that if an option to purchase clause is contained in the said Indenture  
of Lease the option cannot be exercised by anyone other than a Canadian  
Citizen.

DATED AT VICTORIA, British Columbia, this 23rd day of  
May, 1975.

To retain this lease the Landed  
immigrant must become a Canadian  
citizen within one year from the  
date of consent to the assignment.

ls

  
for DIRECTOR OF LANDS.

N.B. This consent forms an integral part of the Lease Indenture and should  
be attached thereto.

LANDED IMMIGRANT

CHECK CITIZENSHIP AT TIME OF RENTAL

C

AMENDMENT TO LEASE RENTAL

NOTICE

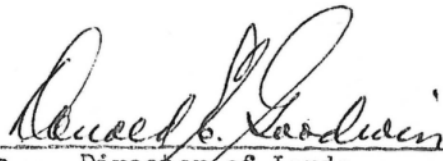
Form A

Re: Lease No. 19228 dated July 14, 1969 from the  
Minister of Lands, Forests and Water Resources to  
Rita A. M. Giesbrecht covering  
Block E of Lot 8614, Lillooet District.

TAKE NOTICE that the rent payable under the above-  
mentioned lease is hereby adjusted from \$50.00 per annum  
to a rental of \$100.00 per annum payable for the period of  
five years commencing on the 14th of July, 1974

AND FURTHER TAKE NOTICE that the provisions of this NOTICE  
shall, upon the execution hereof, be deemed to be incorporated in  
the above-mentioned lease to the intent that the rental payment under  
the lease is \$100.00 per annum for the period of five  
years commencing July 14, 1974

DATED this 27th day of June 19 74 ,  
at Victoria, B.C.

  
for Director of Lands

N.B. This forms an integral part of your lease and must be attached thereto.

Your next notice of lease account rental due will be at the amended  
rental indicated herein.

*14th*  
**This Indenture**, made the **14th**  
day ~~17th~~ **July**, A.D. 19 **69**, BETWEEN Her Majesty the Queen  
(hereinafter called the "Lessor," represented herein by her Minister of Lands, Forests, and  
Water Resources for the Province of British Columbia, hereinafter called "the Minister"),  
of the one part, AND

**Rita A. M. Giesbrecht**  
(hereinafter called the "Lessee"), of the other part.

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

**Block E of Lot 8614, Lillooet District**

(hereinafter referred to as the "Crown lands"),  
and more particularly shown on the map or plan hereunto annexed and thereon outlined in red,  
containing in the aggregate **0.80** acres, more or less, with the appurtenances thereto,  
save and except all trails, roads, and highways by land and water which may be upon the  
Crown lands, or may hereafter be built upon the Crown lands; and save and except also such  
lands as may be required for any works constructed thereover under the provisions of the  
*Water Act* or of any regulations made thereunder; and save and except such lands as may,  
under the provisions and conditions of these presents, be and become hereafter withdrawn  
from the operation thereof. The Lessor may make a reduction of rent proportionate to any  
reduction of area made in accordance with the terms of this paragraph.

TO HOLD the Crown lands unto the Lessee for RESIDENTIAL purposes for the term of  
~~twenty-one~~ years from the date hereof,

determinable, nevertheless, as hereinafter provided.

YIELDING and paying therefore unto the Lessor, in advance, yearly and every year, the  
rent of **\$50.00** per annum for the first five years, and thereafter the rent shall  
be subject to review and adjustment at the discretion of the Lessor for each successive five-year  
period, and that payable on or  
before the **14th** day of **July** in each year at the office of  
the Minister at the City of Victoria, whether demanded or not.

AND THE LESSEE HEREBY COVENANTS WITH THE LESSOR, HER SUCCE-  
SORS AND ASSIGNS,

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

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

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

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

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

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

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

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

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

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

PROVIDED also that the Lessee will not, during the term hereof, cut or destroy, or allow to be cut or destroyed, any timber or trees on the Crown lands without the consent in writing of the Minister, and then only in accordance with such terms, conditions, and regulations as the Minister may make:

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

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

PROVIDED also that this lease is issued and accepted on the understanding that any improvements constructed or placed thereon shall be confined wholly within the boundaries of the Crown lands:

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

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

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

PROVIDED also that the Lessor assumes no obligation whatsoever to provide access to the Crown lands:

PROVIDED also that the Lessee shall not interfere with any existing roads or trails which may cross the Crown lands.

Page 41 of 45

Withheld pursuant to/removed as

s.3



INITIALS
LESSEE
WITNESS
INITIALS
LESSEE
WITNESS
INITIALS
LESSEE
WITNESS
INITIALS
LESSEE
WITNESS

PROVIDED, also, that any toilet facilities or sub-surface disposal fields must be constructed in accordance with the requirements of the Department of Health.

PROVIDED, also, that the lessee may, during the term hereof, cut or destroy or allow to be cut or destroyed on the leasehold only those trees required to gain reasonable access and to facilitate the development of a site for a residence, garden and pasture and provided that no trees shall be removed from the leasehold without the consent of the Minister and then only in accordance with such terms, conditions and regulations as the Minister may make.

PROVIDED, also, that this lease is issued and accepted on the understanding that access to the Crown lands is by water only.

PROVIDED, also, that this lease is issued and accepted subject to all regulations of the Regional District of Cariboo.

PROVIDED, also, that this lease is issued and accepted on the understanding that the Lessee shall have no right nor claim for damages by reason of the Crown lands or any portion thereof being submerged or otherwise affected by the exercise of the rights granted under Final Water Licence Number 10603.

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

IN WITNESS WHEREOF the Deputy Minister of Lands and the Lessee have hereunto set their hand and seals.

Signed, sealed, and delivered in the presence of—

*James H. Lay*  
 Witness to the Deputy Minister's signature.

*C. H. Smith*  
 FOR Deputy Minister of Lands.

*James Watson*  
 Witness to Lessee's signature.

*Beta A. M. Giesbrecht*  
 Lessee.

Witness to Lessee's signature.

Lessee.

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



C

19228  
LEASE

Date July 14th, 19 69

MINISTER OF LANDS, FORESTS,  
AND WATER RESOURCES

TO

Rita A. M. Giesbrecht

for RESIDENTIAL purposes.

Term twenty-one years.

Rental, \$ 50.00 per annum.

File No. 0289089

RESIDENTIAL

Assigned unto Margaretha Hendrika Smits and Arie Johannes Smits, April 8, 1975.

53

I the undersigned, hereby give my licence and authority  
to an Assignment dated April 8, 1975  
by Rita Aurore Marie Giesbrecht  
of Salmon Arm, B. C. of all her estate  
in the premises demised by an Indenture of Lease  
dated the 14th day of July, 1969 covering Block E of Lot 8614,  
Lillooet District

and made between Her Majesty the Queen (acting by the Minister of  
Lands, Forests, and Water Resources of the Province of British Columbia),  
of the one part, and

Rita A. M. Giesbrecht

of the other part, unto

Margaretha Hendrika Smits and Arie Johannes Smits

of Vancouver, B. C. , without prejudice to any rights

which Her Majesty the Queen has or may have against the said  
Rita A. M. Giesbrecht

under the covenants, conditions and provisions in the said Indenture of  
Lease contained, PROVIDED that this licence is restricted to the particular  
Assignment hereby authorized and save as aforesaid the covenant in the said  
lease contained against assignment or underletting shall remain in full  
force and effect.

This assignment is consented to on the distinct understanding  
that if an option to purchase clause is contained in the said Indenture  
of Lease the option cannot be exercised by anyone other than a Canadian  
Citizen.

DATED AT VICTORIA, British Columbia, this 23rd day of  
May, 1975.

To retain this lease the Landed  
immigrant must become a Canadian  
citizen within one year from the  
date of consent to the assignment.

Is

  
for DIRECTOR OF LANDS.

N.B. This consent forms an integral part of the Lease Indenture and should  
be attached thereto.

LANDED IMMIGRANT  
CHECK CITIZENSHIP AT TIME OF RENTAL  
REVIEW OR RENEWAL

53

I the undersigned, hereby give my licence and authority  
to an Assignment dated April 8, 1975  
by Rita Aurore Marie Giesbrecht  
of Salmon Arm, B. C. of all her estate  
in the premises demised by an Indenture of Lease  
dated the 14th day of July, 1969 covering Block E of Lot 8614,  
Lillooet District

and made between Her Majesty the Queen (acting by the Minister of  
Lands, Forests, and Water Resources of the Province of British Columbia),  
of the one part, and

Rita A. M. Giesbrecht

of the other part, unto

Margaretha Hendrika Smits and Arie Johannes Smits

of Vancouver, B. C. , without prejudice to any rights

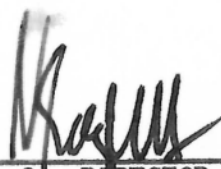
which Her Majesty the Queen has or may have against the said  
Rita A. M. Giesbrecht

under the covenants, conditions and provisions in the said Indenture of  
Lease contained, PROVIDED that this licence is restricted to the particular  
Assignment hereby authorized and save as aforesaid the covenant in the said  
lease contained against assignment or underletting shall remain in full  
force and effect.

This assignment is consented to on the distinct understanding  
that if an option to purchase clause is contained in the said Indenture  
of Lease the option cannot be exercised by anyone other than a Canadian  
Citizen.

DATED AT VICTORIA, British Columbia, this 23rd day of  
May, 1975.

To retain this lease the Landed  
immigrant must become a Canadian  
citizen within one year from the  
date of consent to the assignment.



for DIRECTOR OF LANDS.

Is

N.B. This consent forms an integral part of the Lease Indenture and should  
be attached thereto.

