



ROAD USE PERMIT
For Industrial Use of a Forest Service Road
7537-05-21-02

Ministry of Forests, Lands and
Natural Resource Operations

THIS PERMIT, dated for reference **October 19, 2021**:

ELEMENT79 GOLD CORP.
230-997 SEYMOUR ST. OFFICE 9
VANCOUVER, BRITISH COLUMBIA
V6B 3M1
Phone: (519)643-8063 Fax: N/A
(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 nor 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 October 19, 2021



Samuel Dodd, RPF, District Manager
Stuart Nechako Forest District

ROAD USE PERMIT SCHEDULE "A"

Date: October 19, 2021 **File:** 11360-20/7537-05-21-02

[illegible]

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

SCHEDULE "A" (continued)

OFF-HIGHWAY VEHICLE SIZE

The dimensions and weights of vehicles to be used on the road(s) shall conform to Option A, B, or C and be shown on previous section.

A

Length:	_____ m	Overhang beyond rear trailer bunk:	_____ m
Width:	_____ m	Weight Axle (Tandem):	_____ kg
Height:	_____ m	GVW:	_____ kg

B

Length:	_____ m	Overhang beyond rear trailer bunk:	_____ m
Width:	_____ m	Weight Axle (Tandem):	_____ kg
Height:	_____ m	GVW:	_____ kg

C

Length:	_____ m	Overhang beyond rear trailer bunk:	_____ m
Width:	_____ m	Weight Axle (Tandem):	_____ kg
Height:	_____ m	GVW:	_____ kg

Additional Clauses

BRITISH
COLUMBIA

CONTRACT COMPLETION CERTIFICATE

PROJECT NAME AND LOCATION <i>SIT fence, Haybaler Antimony PSR</i>		PROJECT / CONTRACT NO. <i>DTA EA 2004 001</i>
CONTRACTOR <i>Bed Hatho Contracting Ltd</i>	FILE NO. <i>11 020 - 30 - EA 2004 DTA 001</i>	
CONTRACTOR'S ADDRESS <i>Box 1108 Fort St. James B.C.</i>		
DESCRIPTION OF WORK <i>Place SIT fence, Haybaling Grounds.</i>		

MINISTRY OF FORESTS
RECEIVED
 AUG 13 2003
 PRINCE GEORGE
 REGIONAL OFFICE

CONTRACT COORDINATOR: Choose one of the following by placing a check mark in the appropriate box.

☐ This is to certify that, as of July 23, 2003, "Total Performance of the Work" has been met to the Province's satisfaction in accordance with the Contract Document and the Agreement dated 20 03. Any outstanding monies due to the Contractor will be processed for payment upon receipt of a final payment claim by the Contractor, subject to satisfaction of any outstanding contract conditions.

☐ This is to certify that, as of _____, 20____, "Substantial Performance of the Work" has been met to the Province's satisfaction in accordance with the Contract Document and the Agreement dated _____, 20____. The following is a list of deficiencies and/or outstanding work that must be completed by the Contractor prior to the Province certifying "Total Performance of the Work":

No outstanding work.

CONTRACT COORDINATOR: To be Completed for Management Consulting Contracts:

Action plan for implementing recommendations required: YES ☐; NO ☐

(Required when recommendations are accepted and the significance of the issues involved warrants it.)

Developing and monitoring the action plan will be the responsibility of:

DATED THE <u>23</u> DAY OF <u>July</u> , 20 <u>03</u> .	CONTRACT COORDINATOR/INSPECTOR'S SIGNATURE
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DISTRIBUTION:

Original to Contract File

Yellow Copy to Contractor



BRITISH
COLUMBIA



CONTRACT SUMMARY

SUPPLIER CODE	CONTRACT/PROJECT/FILE NO EA 2004 DJA 001	PAGE 1	OF 1
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CONTRACTOR'S NAME

Bell Heather Contracting Ltd

ADDRESS

Box 1108
Fort St James BC V0J1P0

CONTRACT DURATION	COMMENCES	TERMINATES	EXTENSIONS
	Y M D	Y M D	Y M D
	03/07/11	03/07/14	
SUBSTANTIAL COMPL	VOTE	RESP	ACCOUNT
Y M D			
FINAL COMPLETION	SPECIAL APPROVAL	TREAS. BD. SUBM. NO.	ORDER-IN-COUNCIL NO.
Y M D	NO(S)		

BRANCH/REGION/DISTRICT

OPERATIONS N.I.F.R./Fort St James District

TERMS	TOTAL AGREED PRICE	LIMITS BY CLASS		RATE	ORDER NO.	DATE	AMOUNT	ORDER NO.	DATE	AMOUNT
		FEES	AMOUNT							
	700.00									
BID DEPOSIT RELEASE TYPE AND DATE	N/A									
PERFORMANCE BOND	AMOUNT N/A	RELEASED ON Y M D	AUTHORIZED BY		MATERIAL/ LABOUR BOND	AMOUNT	RELEASED ON Y M D	AUTHORIZED BY		
SECURITY DEPOSIT	AMOUNT N/A	FORM "M" NO.	AND/OR	SAFEKEEPING AGREEMENT RCVD.	REFUND REQ'D. Y M D	HOLDBACK RELEASE	AUTHORIZED BY (SIGNATURE)		Y M D	

CONTRACT OFFICER (SPENDING):

David Burgess

CONTRACT COORDINATOR (INSPECTOR):

FINANCIAL OFFICER (PAYMENT):

PROGRESS REPORT NO.
PAYMENT CERTIFICATE NO.
CHANGE OF WORK ORDER NO.
CONTRACT AMENDMENT NO.

VOUCHER NO.

DATE VOUCHER ISSUED

PAYMENT PERIOD ENDING

WED

EXP.

TOTAL DUE (INCL. HOLDBACK)

CURRENT CLAIM

HOLDBACK

% AMOUNT

TOTAL PAID OUT

TOTALS TO DATE

HOLDBACK

PAID OUT

COMMENTS

Invoice #103

03/07/14

700.00



NORTHERN INTERIOR FOREST REGION

FACSIMILE TRANSMISSION HEADER

Ministry of Forests
Northern Interior Forest Region
1011 Fourth Avenue
Prince George, BC V2L 3H9

Phone: (250) 565-6100
Fax: (250) 565-6671

To: BRENDA GOUGLAS

From: DELAYNE OLESIUK

Fax: 996-5290

Pages: 4

Phone: 996-5200

Date: March 29, 2004

Re: AS REQUESTED

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

HERE'S THE BELL HEATHER CONTRACTING LTD INVOICE AND BACKUP



Bell Heather Contracting Ltd

P.O. Box 1108

Fort St. James, British Columbia V0J 1P0

RECEIVED

JUL 22 2003

MINISTRY OF FORESTS
FORT ST. JAMES, B.C.**INVOICE**Invoice No.: 103
Date: 18-Jul-2003
Page: 1**Sold To:**Ministry of Forests
Box 100
Fort St. James, British Columbia
V0J 1P0MINISTRY OF FORESTS
RECEIVED
JUL 31 2003
PRINCE GEORGE
REGIONAL OFFICEMinistry of Forests
Fort St. James, British Columbia

GOODS AND/OR SERVICES REC'D O.K.

SIGNATURE [Signature] DATE 03-07-23

Business No.: 120082086

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount																																				
EA2004DJA001	2	mandays	Place hay bales, slit fences, and grass seed on the Antimony FSR		350.00	700.00																																				
			Subtotal:			700.00																																				
			- No tax																																							
<div><div>4003 R</div><table><tr><td>CLIENT</td><td>VOYE</td><td>RESPONSE</td><td>LOCATION</td></tr><tr><td>0150</td><td>0150</td><td>610</td><td>3121</td></tr><tr><td>SERVICE LINE</td><td>STOB</td><td>PROJECT NUMBER</td><td></td></tr><tr><td>40010860016</td><td></td><td>01011</td><td></td></tr><tr><td colspan="4">PURCHASE ENCUMBRANCE NUMBER</td></tr><tr><td colspan="4"><div>THE FOLLOWING SIGNATURE CERTIFIES THAT THE AMOUNT TO BE PAID HEREON IS CORRECT, IS IN ACCORDANCE WITH THE APPROPRIATE BYLAWS OR OTHER AUTHORITY AND/OR CONTRACT AND THAT THE WORK HAS BEEN PERFORMED, GOODS SUPPLIED, SERVICES RENDERED AND/OR OTHER CONDITIONS MET.</div></td></tr><tr><td colspan="2">FS 1097 B 03/12</td><td colspan="2"><div>PRINT CLASS CODE</div><div>CHEQUE STUB CODE</div><div>FINAL ENCUMBRANCE PAYMENT</div><div><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</div></td></tr><tr><td colspan="2">SPENDING AUTHORITY</td><td colspan="2">DATE SIGNED</td></tr><tr><td colspan="2">EMPLOYEE # 67705</td><td colspan="2">Y 03 M 07 D 02</td></tr></table></div>							CLIENT	VOYE	RESPONSE	LOCATION	0150	0150	610	3121	SERVICE LINE	STOB	PROJECT NUMBER		40010860016		01011		PURCHASE ENCUMBRANCE NUMBER				<div>THE FOLLOWING SIGNATURE CERTIFIES THAT THE AMOUNT TO BE PAID HEREON IS CORRECT, IS IN ACCORDANCE WITH THE APPROPRIATE BYLAWS OR OTHER AUTHORITY AND/OR CONTRACT AND THAT THE WORK HAS BEEN PERFORMED, GOODS SUPPLIED, SERVICES RENDERED AND/OR OTHER CONDITIONS MET.</div>				FS 1097 B 03/12		<div>PRINT CLASS CODE</div> <div>CHEQUE STUB CODE</div> <div>FINAL ENCUMBRANCE PAYMENT</div> <div><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</div>		SPENDING AUTHORITY		DATE SIGNED		EMPLOYEE # 67705		Y 03 M 07 D 02	
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SPENDING AUTHORITY		DATE SIGNED																																								
EMPLOYEE # 67705		Y 03 M 07 D 02																																								
Comments				Freight		0.00																																				
Attention: Dave Burgess				Total Amount		700.00																																				



BRITISH
COLUMBIA



Ministry of
Forests

Local Minor Works/Services Contract

MINISTRY CONTRACT NO.: EA2004DJAO01

PROJECT NAME OR NO.: EA2004DJAO01
FILE: 11020-30

THIS AGREEMENT executed and dated for reference the

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the MINISTER OF FORESTS

AND

Bell Heather Contracting Ltd

(the "Province", "we", "us", or "our" as applicable) at the following address:

BOX 100 STONES BAY ROAD
FORT ST JAMES, BC
V0J 1P0

(the "Contractor", "you", or "your" as applicable) at the following address:

BOX 1108
FORT ST JAMES, BC
V0J 1P0

Telephone: 250-996-5200 Fax: 250-996-5290

Ministry Representative: DAVE BURGESS

Alternate (if applicable): TYLER PIERRE

Telephone: 250-996-2294 Fax: 250-996-2294

Contractor Representative: ROB MCDOUGALL

Contractor's WCB Number: 388924

In consideration of the payments hereinafter stipulated, the Contractor does hereby agree to perform and execute the following works or services (herein called the "Work") in accordance with all terms and conditions set forth in this document:

ITEM NO.	DESCRIPTION OF WORKS/SERVICES	AGREED RATE/PRICE (GST EXCLUDED)
1	Place silt fence, hay bales and grass seed along the fresh ditched portions of the Antimony Forest Service Road from 0 + 000 to 6 + 950 km. ATV, pickup, grass spreader, hay bales are to be supplied by the Contractor. The Forest Service will supply silt fencing and grass seed.	\$350 per man day /10 hrs to a maximum of 2 man days (20 hours)

In no event will payment to the Contractor exceed, in the aggregate, \$5,000.00 as a result of this Agreement.

TERMS AND CONDITIONS:

- The Contractor will commence Work July 11, 2003 and shall complete same no later than July 14, 2003.
- All necessary tools, equipment, materials and personnel required to complete the above Work within the allotted time should be supplied by the Contractor.
- The Contractor will be an independent Contractor and not the servant, employee or agent of the Province.
- The Contractor agrees to treat all information to which access is given, as confidential.
- The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of any money to any person, firm or corporation.
- The Contractor will not make any assignment or subcontract any Work under this Agreement, without prior written consent of the Province.
- All material produced by the Contractor as a result of this Agreement will be the exclusive property of the Province.
- The Contractor agrees that the Work performed and materials furnished and used in the production of the said Work have been paid for and are free and clear from all lawful claims or liens under any law for labour, workmanship, material or otherwise.
- Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to the provisions of the Financial Administration Act.
- The Province certifies that the Work is for the use of, and is being purchased by the Ministry of Forests, Province of British Columbia, with Crown funds, and is therefore not subject to the Goods and Services Tax.
- The Contractor agrees to indemnify and save harmless the Province, its employees, agent(s) and authorized representative(s), and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as "Claims"), that the Province may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its sub-contractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Province, its other contractor(s), agent(s) and authorized representative(s) or any other persons.
- The Contractor shall, at its own expense, obtain Workers Compensation Board coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work, and shall comply with all conditions of the Workers Compensation Act and regulations thereunder. Upon request, the Contractor shall provide the Province with proof of such compliance.
- Clauses 4, 7 and 11 continue in force indefinitely, even after this Agreement ends.
- This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

The parties have executed this Agreement, and this Agreement is made as of the day and year first above written.

SIGNATURE OF DULY AUTHORIZED MINISTRY SPENDING AUTHORITY		AUTHORIZED SIGNATORY OF THE CONTRACTOR	
CODING	SUPPLIER CODE	050	40Q3R
		40008	6001
		4000000	DB001
			C

Jones, Tracey M FOR:EX

From: Higgs, Les FOR:EX
Sent: Monday, May 31, 1999 9:18 AM
To: Jones, Tracey M FOR:EX
Subject: FW: DL 1087, Original field notes.

Here's some info on the DL1087 issue. I talked to^{S.22} about this and explained the need for access was to do some minor gravelling. I also noted that the main junction of this road is to provide access to residence cabins on the lake and that the "other" way in isn't really an option based on the amount of gravelling to do. What now?

From: Reidy, Andrew FOR:EX
Sent: Wednesday, May 26, 1999 9:36 AM
To: Higgs, Les FOR:EX
Subject: DL 1087, Original field notes.

I have done some preliminary research on the status of the road.

The original survey for DL 1087 was done in 1911 and the survey indicated a trail, however, this trail is in a different location from the present road. The lot was granted in 1956 and no new survey was prepared at that time, the plat attached to the Grant shows no roads. I have also looked at the survey Plans for DL 651, Subdivision Plan 1394 done in 1924 dedicates a 66 foot road to the west boundary of DL 651.

Ministry of Highways jurisdiction ends at DL 651 and from there Hwys refers to this road as a FSR called the Antimony Mine Road.

If this road is required I would suggest that a R/W acquisition request and sufficient funding be submitted to this office. Please indicate if the access is for short term or long term. Acquisition can be obtained by a registered SRW document or by dedication.

Drew Reidy

Right-of-Way Negotiator
Ministry of Forests, Resource Tenures & Engineering Branch
Location: 3rd Floor, 1450 Government Street, Victoria
Mail: P.O. Box 9510, Station Prov. Gov't, Victoria, B.C. V8W 3E7
Phone (250) 356-6816 Fax (250) 387-6445
EMail: Andrew.Reidy@gems5.gov.bc.ca

May 17, 1999

s.22

Dear ^{s.22}

s.22

I'm sorry for not replying earlier to your

letter of March 30/99 ^{s.22}

s.22

s.22

In 1957 I built the road from Luck's farm to the back of Sowchea Bay, then along the lake and up the hill to K'San Bay, ^{s.22}

s.22

Ever since we built the road in 1957 loggers and miners alike have used it however no one maintains it. There was some additional monies spent during the 1970's in replacing a bridge with a culvert, relocation after you go up the hill, and relocation at the back of Mud Bay.

s.22

In any event, I do know that I built that road in 1957 ^{s.22}

s.22

should be able to show evidence of

when he bought his land but I am sure that it was long after I built the road.

Hope to see you up there this summer.

s.22

s.22

March 30, 1999

Dear s.22

s.22

s.22 Last fall, the Forest Service had some money
 available to rebuild part of the road s.22
 s.22

s.22

If you feel so inclined, a simple note from you stating when the road was built and the period it was in use would be of great value to the Ministry of Forestry and those owners on the north side of Sowchea that would enjoy whatever improvements are made. (Present budget commitments notwithstanding ??) You could address it to me, or preferably - Ministry of Forests, Ft. St. James. I don't have the name of the officer there, but could possibly find out.

Apparently there was some discussion of improving the access from the High Road that follows the ridge paralleling the Sowchea road, but it is some 4-6 miles longer & not really an option.

s.22

The basic premise that has to be settled, apparently, is whether the road was in existence and in use by the public before s.22 bought his lot.

I am giving a copy of this letter to s.22 Ft.
 St. James, B.C. V0J 1P0 who is in touch with the Forest Service in this matter. If you wish, you could send your note to her to get it to the correct person in the Forest Ministry.

I hope that you can make some sense of this request. Best personal regards.

s.22

s.22

September 8, 1998

Ministry of Forests,
Fort St. James Forest District,
Box 100, Stuart Drive,
Fort St. James, B.C.,
V0J 1P0

Attention: Joe Stavinga,
Resource Technician

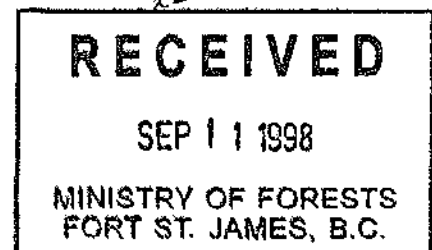
Dear Sir:

Re: Lot 1087
Your file: 11250-30 7537-05

s.22

s.22

/jen





Distribution: FD 5 FILE

Document name: \\FSDJA_R1\GRPDATA\TEMPDOC\BRENDA\bag4020.doc BAG

CONTACT: Joe Stavinga, Resource Technician, Fort St. James Forest District, 996-5200

Date typed: 98/08/17 Date revised: 98/08/17 02:23 pm

File: 11250-30 7537-05

August 17, 1998

s.22

Dear ^{s.22}

As discussed in our phone conversation, the Forest Service is looking at up-grading and graveling approximately three kilometres of the Cunningham Antimony Forest Service Road (FSR). This is due to the poor condition of the road which poses a safety hazard for people accessing their cabins. ^{s.22}

s.22



Yours truly,

Joe Stavinga
Resource Technician - Engineering
Fort St. James Forest District

Ministry of
Forests

Fort St. James

Mailing Address:

Fort St. James Forest District
Box 100, Stuart Drive,
Fort St. James, British Columbia,
V0J 1P0

Tel: 996-5200

Location:

Fort St. James Forest District
Box 100, Stuart Drive,
Fort St. James, British Columbia,
V0J 1P0

JUNE 29/93
942-7537-05

Dave S. LANCE for

At the meeting (R.O.) yesterday, there was reference made to hauling beetle-damaged fir out of the Souda Bay - Antimony mine area.

You should be aware that D.L. 1087 is private, and thus there is a break in our E.S.R. If we plan to haul out this way, we'll need to do one of 2 things:

- negotiate with the landowner. I've heard they are not interested in selling, nor in having the road upgraded

- by pass the private lot. An access does exist, but it is only suitable for winter haul, and needs a bit of work over there. We'd have to check for possible encroachments onto private land at 2 locations

If needed for summer haul, it would need gravel for ± 2 km

BB Lyger

R/O Eng.

