

## )

**2004   Day**

**Comments**



- Met with Darren & Rampaul and:

4. Sound barrier may not be warranted (more like a perception), not enough for a full berm, maybe can do a narrow berm something on top - be careful with this

Timber will be harvested therefore no cruise needed

Pit will be depleted - don't know if remainder well be available

MoT studying the well on the west side

- 06-Dec Mon Developed Terms of Reference / faxed to Darren / left message for him to call me
- 08-Dec Wed Called Darren & left message for him to call me
- 09-Dec Thurs Darren returned call and left message for me to call him
- 10-Dec Fri Darren returned call & advised Terms of Reference are OK  
Invitations faxed to appraisers
- 13-Dec Mon Evan Young called - he will be quoting instead of Dennis Parkhill - I to get back to him  
Alisdair from Altus called and withdrew due to being too busy  
Called Darren and left message for him to call me - OK for Evan Young at Kent Macpherson to quote
- 15-Dec Wed I called Evan Young - OK for him to quote  
Terry Kerslake called from Mirtle - can Mark Anderson do as he is too busy  
Called Darren, OK for Mark Anderson to quote  
Left message for Terry Kerslake to call me  
Darren called and felt that no conflict for Mark Anderson to quote even though he is doing appraisal for Farrington
- 16-Dec Thurs Called both appraisers and went over takings - I to get back regarding works  
Left message for Rampaul to call me  
Called Art @ MoT - I to contact Designer Keith to ask about works  
Keith informed me of the works  
Called back both appraisers and advised of the works  
Darren advised that both quotes were received and he will fax to me tomorrow
- 17-Dec Fri I left message for Darren to give me a call  
Darren faxed quotes  
Evaluated quotes  
Spoke to Darren - both of us independently Selected Kent MacPherson - Darren will send out contract - I to call and advise appraisers of results  
Called both appraisers and advised of results

22-Dec Wed Met with Rampaul and Dave Cunliffe

Rampaul to get gravel pit area remainder to me

My contact is John Keay out of Victoria - OK to contact him

Corbett is proceeding with development of their lands - C4 recreation development, no rezoning, bldg strata, early feasibility stage now

Owners will be acquiring some lands from Nicloa

They want to acquire the Pit remainder in order to control it , currently zoned C4, want to consolidate lands, don't want a gas station there, perhaps they can get increased density on parent lands if they acquire - there is some obligation they get these lands back - get an appraisal???

With respect to Wakefield report - Rampaul to give Dave full report in order to understand definitions

With respect to the Lake they want something (visual )MoT to build a berm + cedar / spruce fence on top- their position is that all costs are MoT - also MoT should be responsible for maintenance - they don't want Public access to the Lake

Rampaul to make available ortho photo

Dave Cunliffe to set up a meeting with owners Jan 13 or 14? Rampaul & I to attend

29-Dec Wed Left message for Evan Young to call me

30-Dec Thurs Mark Collins called and will be getting out contract to appraiser - I to complete H16  
Mark emailed H16, I completed and faxed back

31-Dec Fri Mark emailed me Terms of Reference that were sent to Evan Young

06-Jan Thurs Dropped of plans to Evan Young while I was passing through Kelowna - discussed project - I to get him ortho's

13-Jan Thurs Contacted John Keay - meeting set for next Tuesday at his office 1124 Fort St. Vic @ 10:00

18-Jan Tues Met with John Keay, informed the following

1. meeting set at Corbett Lk. Inn for this Fri. at 1:30 - he would like Dave Cunliffe to attend - I to request Rampaul to attend
2. Corbett Inn has been around since the 1940's and is a destination resort
3. they supported the 1st Phase
4. They have previously met with MLA & others - they have come to grips with the proposed project
5. there are 2 main issues - Noise - Access - they would like a sound barrier at the lake with fence and suggested they would perhaps share in cost of the fence
6. they feel that the gravel pit remainder should be returned to them reclaimed - it was expropriated from Corbett in the 1960's and feels there is some duty now that they get it back - is zoned C-4 and they are concerned that someone could buy it and turn it into a "gas bar" type of thing or it could be some sort of public use - he would like to see the Pit remainder be exchanged for the taking areas - even swap
7. they expect MoT will relocate water wells to the Corbett side of the Hwy - current well to the west of Hwy services the Inn now and it will be disturbed
8. He doesn't see the need for an appraisal if there is an even swap of land
9. OK to flag the taking
10. Land is in ALR - if a deal can be made then they would not oppose removal of taking from ALR
11. if an agreement can be made they won't oppose the taking - however will dig in if need be.

19-Jan Wed Received call from Evan Young - Darren called him & explained possible land exchange - appraisal deadline will not be met  
Evan called and indicated taking area of 12.4 acres @ \$1,500 vs Pit Remainder of 8 acres @ \$3,500

20-Jan Thurs Called John K and left message that Rampaul & drawings will be at meeting  
Email from John K to Dave C. re tomorrows meeting

21-Jan Fri Met at Corbett, Dave C., Peter, & Rampaul

1. went over drawings
2. Berm at lake will be incorporated into design - fence on top of it part of negotiations
3. License to Construct - for cattle trail, however if no trees we don't need - keep as part of negotiations
4. Logging has started and will be completed by the end of March
5. Future access - paved all the way to lodge - hammer heads on both ends of pit
6. Nicola will have access at the opposite end
7. They want land swap - I to check on zoning - also I to check to see if MoT will entertain this
8. Well needs to be relocated to the Lodge side of Highway & must meet new requirements - right now must meet Phase 2 requirements that came into effect Jan 1 - they need the new well in operation no later than mid April for commencement of business - they want all reports by water expert Andrew Port - main business ends at Thanksgiving and all of Dec. is busy
9. Not all lands in the ALR - I to check on this
10. Tender - before the end of March - works scheduled to complete 2006



- 11. I to get drawings (ROW & ortho to John)
- 12. Pit will be depleted

22-Jan Sun Email to Rampaul re meetings  
Call to Evan Young re: zoning of pit and land values  
Call to Brian James re: pit reclamation costs  
Call to Paul Christie re: ALR Boundary

28-Jan Fri Spoke to Evan Young - value for pit more like \$3,500 - \$4,000 - also zoning is not C-4

01-Feb Tues Met with Darren & Rampaul - see master file notes  
Email from Corbett

08-Feb Tues Call to Corbette - left message that I want to arrange meeting

19-Feb Sat Presented offer to John Keay in Victoria 1. He won't be able to respond by the 25th, will be a week or so later, 2. will likely need dates for License, 3. can access road through Pit be possibly realigned?, 4. what is being removed from the ALR - can remnants be removed - I indicated I would get Paul Christie to contact him, 5. fence on top of the berm is not an issue 6. can berm be heightened? John wanted to think about things and did not want me to do anything until he thinks about, talks to his lawyer, and Peter

23-Feb Thurs Called and left a message for John to call me, he away and not reachable (sailing somewhere) not on cell. I asked if he could return call upon his return and if any questions regarding document

01-Mar Tues Email received from Corbet regarding ALR application - they will not consider until MoT agreement is negotiated & signed  
Email response to Offer from Corbet  
Forwarded Corbett response to Darren

02-Mar Wed Email from Darren indicating that he could not open Corbett response  
Faxed Corbett response to Darren  
Left a message with Darren to give me a call to discuss Corbett response



**Lincoln, Darren J TRAN:EX**

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**From:** STEVE KOSA s.22  
**Sent:** Sunday, March 13, 2005 1:38 PM  
**To:** Dulay, Rampaul S TRAN:EX; Lincoln, Darren J TRAN:EX  
**Subject:** Corbett

Darren & Rampaul

I presented the revised offer to John Keay yesterday afternoon

As I suspected he is not accepting the height of the Berm at the Lake that is under 2 m. He wants Dave Cunliffe to meet with me and Rampaul onsite Tuesday to discuss this and the encroachment of the logging road on the remaining lands to the west of the highway. Although he is not saying so, I believe he is understanding all other terms & issues. I believe he wants to get a deal done as much as we do. We are at the "make it or break it" stage.

Steve

Post-It™ Fax Note 7671E		Date	MAR. 24/05	# of pages	10
To		DARREN LINCOLN			
From		STEVE KOSA			
Co./Dept.		Mo T			
Phone #		(250) 371-3864			
Fax #		(250) 828-4083			

Hi Darren

as per my phone message on your voice mail  
Please give me a call to discuss

TLS

Steve

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THIS AGREEMENT:

**2.00 PURCHASE PRICE:**

- 2.01 The Purchase Price shall be deposited by the Purchaser in trust with the solicitor for the Purchaser Fulton and Company (the "Purchaser's Solicitor") and shall be held in trust to be paid to the Vendor on the Completion Date as hereinafter provided.

**3.00 COMPLETION:**

- 3.01 The sale and conveyance of the Property to the Purchaser will be completed on the later of (the "Completion Date"):
- (a) the 29<sup>th</sup> day of April, 2005; or
  - (b) the day which is specified by written notice given by Purchaser to Vendor pursuant to section 7.05 of this Agreement,

**4.00 POSSESSION:**

- 4.01 The Purchaser will have vacant possession of the Property at 12:00 o'clock noon on the 30<sup>th</sup> day of April, 2005 (the "Possession Date"), unless otherwise agreed to in writing by the parties hereto or SUBJECT TO THE FOLLOWING EXISTING TENANCIES, if any: NIL.

**5.00 ENTRY ON LAND:**

- 5.01 The Vendor further agrees that in consideration of the sum of \$1.00 and other valuable consideration now paid by the Purchaser to the Vendor, the receipt and sufficiency of which is hereby acknowledged by the Vendor, the Vendor:

- (a) grants and transfers to the Purchaser the full and free license for the Purchaser, its officers, servants, employees, agents, licensees and contractors, and for the use of their machinery, vehicles, supplies and equipment at all reasonable times to enter upon and occupy that part of the Lands designated in purple on right-of-way acquisition plans prepared by R.F. Binnie and Associates dated December 20<sup>th</sup>, 2004 (drawing No.s R2-604-110RW, R2-604-111RW, and R2-604-112RW) and containing approximately 0.938 hectares; and

- (b) hereby releases, discharges and forever remises the Purchaser of and from every and all manner of claims, actions or demands of any sort whatsoever which may be brought or may arise in connection with the grant of the license contained herein to the Purchaser, and the carrying out of the works and activities set out in section 5.01(a), ~~save and except where such claims, actions or demands are the result of the negligence of the Purchaser, its officers, servants, employees, agents, licensees and contractors, while acting within the scope of their employment.~~ The

THE NEGLIGENCE OR WRONGFUL ACT OF THE VENDOR OR THOSE FOR WHOM THE VENDOR IS IN LAW RESPONSIBLE.

Purchaser PR  
Vendor

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BY THE VENDOR OR ANY THIRD PARTY ARISING OUT OF THE PURCHASER'S USE OF THE LICENSE AREA WITH THE EXCEPTION OF CLAIMS ACTIONS OR DEMANDS RESULTING OR ARISING FROM THE NEGLIGENT OR WRONGFUL ACT OF THE VENDOR OR THOSE FOR WHOM IN LAW THE PURCHASER WILL BE RESPONSIBLE FOR ALL CLAIMS, ACTIONS OR DEMANDS ARISING OUT OF ITS USE OF THE LICENSE AREA WITH THE EXCEPTION OF THOSE ARISING FROM THE VENDOR'S NEGLIGENT OR WRONGFUL ACT.

THE VENDOR IS RESPONSIBLE.

(c) the license referred herein not to commence before the Possession Date.

#### 6.00 ADDITIONAL MINISTRY COMMITMENT:

The provisions of Schedule "A" attached additional conditions, shall form part of the Agreement.

#### 7.00 REFERENCE PLAN:

- 7.01 The Purchaser will cause a survey plan (the "Reference Plan") to be prepared for the purpose of defining the precise boundaries of the Property.
- 7.02 The Vendor covenants to execute the Reference Plan as required by the Land Title Act (British Columbia) and to obtain execution of the Reference Plan by each charge holder as required to allow registration pursuant to the Land Title Act.
- 7.03 The Purchaser covenants to obtain execution of the Reference Plan by any and all affected public bodies and further covenants to submit the executed Reference Plan for consideration and signature by an Approving Officer, as required by the Land Title Act and to submit the executed Reference Plan to the Kamloops Land Title Office for registration.
- 7.04 The Purchaser and the Vendor will each use their best efforts to facilitate the timely preparation, execution and registration of the Reference Plan on or before the Completion Date.
- 7.05 If the registration of the Reference Plan is not completed by the Completion Date, then provided that the Purchaser is proceeding diligently with the registration of the Reference Plan, the Purchaser may extend the Completion Date by written notice to the Vendor in accordance with the notice provisions of this agreement, for further consecutive periods, each of which will not exceed sixty (60) days, as are reasonably required to enable completion of the preparation, execution, and registration of the Reference Plan. **NOT WITHSTANDING THE FOREGOING THE PURCHASER MAY NOT EXTEND THE COMPLETION DATE BEYOND SEPT 30, 2005.**
- 7.06 If the Completion Date is extended as herein provided, then in addition to the Purchase Price, the Vendor will receive any and all interest earned on the deposit of the Purchase Price with the Purchaser's Solicitor calculated from the sixtieth (60th) day following the Acceptance Date to and including the business day immediately preceding the Completion Date.

#### 8.00 TIME:

- 8.01 Time is of the essence of this Agreement.

Purchaser P  
Vendor \_\_\_\_\_

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of the Province of British Columbia. The Purchaser remain liable to fulfill all of its covenants under this Agreement in the event this Agreement is assigned to the ~~BC Transportation Financing Authority~~.

## 20.00 WARRANTIES AND REPRESENTATIONS:

20.01 The Vendor warrants and represents to the Purchaser that now and on the Completion Date:

- (a) the Vendor is a resident of Canada as defined by the Income Tax Act (Canada);
- (b) no claim under the Builder's Lien Act, R.S.B.C. 1996, c. 41, exists or may be claimed in respect of the Property nor any part thereof; and
- (c) the Property and all Included items will be in substantially the same condition at the Possession Date as when viewed by the Purchaser on the Inspection Date,

which warranties and representations will continue in full force and effect and survive the Completion Date and the completion of the sale.

20.02 In this Article, Contaminant means

- (a) any hazardous, toxic, dangerous and potentially dangerous material or substance, any liquid or gaseous material and any other substance which is reasonably capable of causing pollution or contamination to air, land or water; and
- (b) all substances and materials defined as "waste" in the Waste Management Act, S.B.C. 1996, c. 482 as amended from time to time and the regulations enacted thereunder.

20.03 The Vendor further warrants and represents to the Purchaser, with the knowledge that the Purchaser will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement that to the best of the Vendor's knowledge, information and belief, now and on the Completion Date:

- (a) the Vendor's use of the Property and all previous uses of the Property have not resulted in the existence or leakage of any Contaminant on or under the Property;
- (b) the Vendor has not used or permitted the Property to be used for the storage, manufacture, treatment, handling, disposal or release of any Contaminant, including by way of discharge, emission, spill, leakage or otherwise, of any Contaminant;
- (c) there are no storage containers for Contaminants located on, in or under the Property;
- (d) any and all buildings on the Property are free of materials containing the Contaminant known as urea formaldehyde foam insulation;

Purchaser De  
Vendor \_\_\_\_\_

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**SCHEDULE A**

1. Fencing, gates, access to be constructed on the Property, at the cost of the Purchaser, as Identified on Right-of-Way Acquisition drawings prepared by R.F. Binnie & Associates dated December 20<sup>th</sup>, 2004 (Drawings No. R2-604-110RW, R2-604-111RW, and R2-604-112RW) AND DECEMBER 15<sup>th</sup> 2004 (DRAWING NO R2-604-112RW). ✓
2. The Vendor to drill a new water well according to government health regulations / requirements and connect to the existing water infrastructure for the existing improvements. Location of the new water well to be on the remainder of the Vendors property east of existing Highway 5A. The Purchaser to reimburse the Vendor the costs, associated with reinstatement, according to minimum government health regulations / requirements only, of the water system upon completion. Work to include hydrology, drilling, professional fees, and required connections to the existing water system infrastructure. Not included in the works is the existing Irrigation system currently supplied from an existing well near Corbett Lake. For offset agreement see No. 8 of Schedule A.
3. The Purchaser to construct and pave the realigned main driveway over the Vendors remaining lands to the Corbett Lake Country Inn (area designated in purple on right-of-way acquisition plans prepared by R.F. Binnie and Associates dated December 20<sup>th</sup>, 2004, drawing No. R2-604-111RW, Station 175+40 to Station 176+90. Costs the responsibility of the Purchaser. This realignment to be a 5m wide paved surface (50mm thickness) over 300mm of gravel.
4. The Purchaser to construct Earth Berms as Indicated on Schedule C in the locations highlighted in yellow. Refer to No. 9 Schedule A for further detail.
5. The remaining "Pit" lands owned by the Purchaser, PID 008-661-421 identified on Right-of-Way Acquisition drawings prepared by R.F. Binnie & Associates dated December 20<sup>th</sup>, 2004 (Drawing No. R2-604-111RW) and legally identified as Lot A District Lot 2808 Kamloops Division Yale District, Plan 16314, containing approximately 3.181 hectares to be transferred to the Vendor on the Completion Date. The Purchaser to lease back via License Agreement, all these lands from the Vendor for One Dollar (\$1.00) until December 31<sup>st</sup>, 2006 to extract and deplete gravel for the Project. The Purchaser remains owner of all gravel and Pit material until the expiry of the License Agreement. The Purchaser reserves the right to extend the License Agreement until all gravel and Pit material is depleted. This extension, if necessary, to be no later than June 30<sup>th</sup>, 2007.

Before expiry of the License Agreement, the Purchaser to reclaim the remaining "Pit" land as per Ministry of Transportation and Ministry of Mines guidelines. Included would be: slope disturbed slopes to a minimum of 2:1; spread any topsoil stripped and stockpiled over the trimmed slopes; hydroseed with an appropriate grass mixture; conduct a Level One contaminated site review.

Purchaser Dz  
Vendor \_\_\_\_\_

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H0179P (2001/08)

The Purchaser's standard License Agreement containing these and all other terms to be executed by the Vendor. In the event the Vendor sells the remaining Pit lands, the License Agreement to be transferred to the new owner of the lands under the same terms and conditions of the License Agreement.

With respect to the remaining "Pit" lands, the Purchaser further warrants and represents to the Vendor, with the knowledge that the Vendor will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement that to the best of the Purchaser's knowledge, information and belief, now and on the Completion Date:

- (a) the Purchaser's use of the Property and all previous uses of the Property have not resulted in the existence or leakage of any Contaminant on or under the Property;
  - (b) the Purchaser has not used or permitted the Property to be used for the storage, manufacture, treatment, handling, disposal or release of any Contaminant, including by way of discharge, emission, spill, leakage or otherwise, of any Contaminant;
  - (c) there are no storage containers for Contaminants located on, in or under the Property;
  - (d) any and all buildings on the Property are free of materials containing the Contaminant known as urea formaldehyde foam insulation;
  - (e) the Property is not subject to and the Purchaser's use of the Property has not resulted in the issuance of any outstanding notice of defect or non-compliance, pollution abatement order, remediation order or any other order relating to environmental contamination from any federal, provincial, municipal or other governmental authority;
  - (f) there are no actions, proceedings, investigations or claims, pending or threatened that relate to the presence of Contaminants in, on or migrating from the Property; and
  - (g) the Purchaser has fully disclosed to the **VENDOR** all environmental reports, site assessments, audits, studies, permits, licenses and records in the possession or control of the Purchaser with respect to the Property and relating to Contaminants in, on or migrating from the Property
6. The Purchaser, at their cost, to install two conduits under the highway for water and power services as identified on Schedule D, but as modified in Point 10 in Schedule A.

Purchaser   *S*  

Vendor           

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	DATE	TIME	TO/FROM	MODE	MIN/SEC	PGS	JOB#	STATUS
14	03/18	13:04	250 952 9287	EC--S	03'18"	012	071	OK



Ministry of  
Transportation

## Consensual Agreement (Partial Acquisition)

### WITHOUT PREJUDICE

PROJECT: Highway No. 5A/97C  
Garcia Lake to Courtney Lake  
PROJECT NUMBER: 21838

PS FILE: PS 700908  
AGENT: Steve Kosa  
TEL: (250) 709-5623

### AGREEMENT TO TRANSFER OR DEDICATE LAND Pursuant to the Highway Act and Ministry of Transportation and Highways Act

**THIS AGREEMENT** dated for reference the 18th day of February, 2005.

**BETWEEN:** Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation  
(hereinafter called "the Purchaser")

**AND:** Corbett Lake Country Inn Ltd., INC. NO. 61012  
of BOX 403, Merritt, BC V1K 1B8  
(hereinafter called "the Vendor")

#### 1.00 GRANT

In consideration of the promise of the Purchaser to pay the sum of **One (\$1.00) DOLLAR** receipt of which is hereby acknowledged, of lawful money of Canada (the "Purchase Price"), I / We the Vendor hereby promise to sell and convey to the Purchaser the portions of the following lands (the "Lands") which are shown outlined in green on right-of-way acquisition plans prepared by R.F. Binnie and Associates dated December 20<sup>th</sup>, 2004 (Drawings No. R2-604-110RW, R2-604-111RW, and R2-604-112RW), containing approximately 5.02 total hectares:

**ALL THAT PART** of the lands and premises legally described as:

P.I.D. No: 008-883-521

Legal Description: Lot 1, District Lot 2808, Kamloops Division Yale District,  
Plan 15109 except Plan KAP68274

attached hereto as Schedule "B" (the "Property").

Purchaser

Vendor

*[Signature]*

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ALL THAT PART of the lands and premises legally described as:

P.I.D. No: 008-883-521

Legal Description: Lot 1, District Lot 2808, Kamloops Division Yale District,  
Plan 15109 except Plan KAP68274

attached hereto as Schedule "B" (the "Property").

Purchaser \_\_\_\_\_  
Vendor \_\_\_\_\_

**THE FOLLOWING TERMS AND CONDITIONS APPLY TO THIS AGREEMENT:**

**2.00 PURCHASE PRICE:**

2.01 The Purchase Price shall be deposited by the Purchaser in trust with the solicitor for the Purchaser Fulton and Company (the "Purchaser's Solicitor") and shall be held in trust to be paid to the Vendor on the Completion Date as hereinafter provided.

**3.00 COMPLETION:**

3.01 The sale and conveyance of the Property to the Purchaser will be completed on the later of (the "Completion Date"):

- (a) the 29<sup>th</sup> day of April, 2005; or
- (b) the day which is specified by written notice given by Purchaser to Vendor pursuant to section 7.05 of this Agreement,

**4.00 POSSESSION:**

4.01 The Purchaser will have vacant possession of the Property at 12:00 o'clock noon on the 30<sup>th</sup> day of April, 2005 (the "Possession Date"), unless otherwise agreed to in writing by the parties hereto or SUBJECT TO THE FOLLOWING EXISTING TENANCIES, if any: NIL.

**5.00 ENTRY ON LAND:**

5.01 The Vendor further agrees that in consideration of the sum of \$1.00 and other valuable consideration now paid by the Purchaser to the Vendor, the receipt and sufficiency of which is hereby acknowledged by the Vendor, the Vendor:

- (a) grants and transfers to the Purchaser the full and free license for the Purchaser, its officers, servants, employees, agents, licensees and contractors, and for the use of their machinery, vehicles, supplies and equipment at all reasonable times to enter upon and occupy that part of the Lands designated in purple on right-of-way acquisition plans prepared by R.F. Binnie and Associates dated December 20<sup>th</sup>, 2004 (drawing No.s R2-604-110RW, R2-604-111RW, and R2-604-112RW) and containing approximately 0.938 hectares; and
- (b) hereby releases, discharges and forever remises the Purchaser of and from every and all manner of claims, actions or demands of any sort whatsoever which may be brought or may arise in connection with the grant of the license contained herein to the Purchaser, and the carrying out of the works and activities set out in section 5.01(a), save and except where such claims, actions or demands are the result of the negligence of the Purchaser, its officers, servants, employees, agents, licensees and contractors, while acting within the scope of their employment. The

Purchaser PR  
Vendor \_\_\_\_\_

Purchaser will be responsible for all claims, actions or demands arising out of its use of the License area with the exception of those arising from the Vendor's negligent or wrongful act.

(c) the license referred herein not to commence before the Possession Date.

**6.00 ADDITIONAL MINISTRY COMMITMENT:**

The provisions of Schedule "A" attached additional conditions, shall form part of the Agreement.

**7.00 REFERENCE PLAN:**

7.01 The Purchaser will cause a survey plan (the "Reference Plan") to be prepared for the purpose of defining the precise boundaries of the Property.

7.02 The Vendor covenants to execute the Reference Plan as required by the Land Title Act (British Columbia) and to obtain execution of the Reference Plan by each charge holder as required to allow registration pursuant to the Land Title Act.

7.03 The Purchaser covenants to obtain execution of the Reference Plan by any and all affected public bodies and further covenants to submit the executed Reference Plan for consideration and signature by an Approving Officer as required by the Land Title Act and to submit the executed Reference Plan to the Kamloops Land Title Office for registration.

7.04 The Purchaser and the Vendor will each use their best efforts to facilitate the timely preparation, execution and registration of the Reference Plan on or before the Completion Date.

7.05 If the registration of the Reference Plan is not completed by the Completion Date, then provided that the Purchaser is proceeding diligently with the registration of the Reference Plan, the Purchaser may extend the Completion Date by written notice to the Vendor in accordance with the notice provisions of this agreement, for further consecutive periods, each of which will not exceed sixty (60) days, as are reasonably required to enable completion of the preparation, execution, and registration of the Reference Plan.

7.06 If the Completion Date is extended as herein provided, then in addition to the Purchase Price, the Vendor will receive any and all interest earned on the deposit of the Purchase Price with the Purchaser's Solicitor calculated from the sixtieth (60th) day following the Acceptance Date to and including the business day immediately preceding the Completion Date.

**8.00 TIME:**

8.01 Time is of the essence of this Agreement.

Purchaser P  
Vendor \_\_\_\_\_

**9.00 TITLE:**

9.01 On the Completion Date, the Vendor will convey the fee simple estate to the Property to the Purchaser free and clear of all encumbrances, except the subsisting conditions, provisos, restrictions, exceptions, and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, any other restrictions or conditions provided for in s.23 of the Land Title Act R.S.B.C. 1996, c.250, and any registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, and except as otherwise set out herein as follows: NIL

**10.00 INCLUDED ITEMS:**

10.01 The Purchase Price includes any building, improvements, and attachments thereto as viewed by the Purchaser, INCLUDING: Not applicable

BUT EXCLUDING: Not Applicable

The Property and all included items will be in substantially the same condition at the Possession Date as at the time the Purchaser viewed the Property and the included items on the Inspection Date.

**11.00 ADJUSTMENTS:**

11.01 The Vendor will pay all taxes, rates, local improvement assessments, utilities and other charges for all calendar years to and including the year in which the Possession Date occurs. Any adjustment for property taxes by the Purchaser in favour of the Vendor is included in the calculation of the Purchase Price and will not be the subject of a separate adjustment.

**12.00 CLOSING DOCUMENTS:**

12.01 The Purchaser's Solicitor will cause to be prepared all of the documents necessary to complete this sale and conveyance (the "Closing Documents") and will deliver the Closing Documents to the Vendor or the Solicitor or Notary Public representing the Vendor and the Vendor will execute and deliver the Closing Documents to the Purchaser's Solicitor prior to the Completion Date.

**13.00 PAYMENT:**

13.01 Tender or payment of monies by the Purchaser to the Vendor will be by Provincial Government cheque or Solicitor's trust cheque.

**14.00 REGISTRATION:**

14.01 The Vendor will deliver all documents required to transfer title to the Property into the name of the Purchaser to the Purchaser's Solicitor in registrable form and the Purchaser's Solicitor will apply to register the documents in the Land Title Office for the Land Title district in which the Property is situated on or before the Completion Date. After lodging the documents for registration, the Purchaser, or

Purchaser                       
Vendor

its agent, will conduct a post-registration search of title to the Property and, upon confirming that in the normal course of procedure in the Land Title Office the Purchaser will be registered as owner in fee simple of the Property free and clear of all liens, charges and encumbrances, the Purchaser's Solicitor will deliver the Purchase Price to the Vendor or to the Solicitor or Notary Public representing the Vendor, in accordance with the terms of section 2 of this Agreement.

#### **15.00 COSTS:**

15.01 The Purchaser will bear all costs of preparation and registration of the Closing Documents. The Vendor will bear all costs of discharging the financial encumbrances of the Vendor from the title to the Property, including payment of any and all bonuses, charges, expenses, and penalties or otherwise with respect thereto.

#### **16.00 RISK:**

16.01 The Property and all included items set out in section 10.01 of this Agreement will be and remain at the risk of the Vendor until and including the Possession Date. After that date, the Property and all included items will be at the risk of the Purchaser. The Vendor will maintain full replacement cost insurance for all buildings and all included items to and including the Possession Date. In the event of any insurable loss to the Property or the included items, the Purchaser will be entitled to the proceeds of any insurance and the Vendor irrevocably assigns any and all insurance proceeds to the Purchaser.

#### **17.00 ENCUMBRANCES:**

17.01 The Vendor will not, between the date of execution of this Agreement and the Completion Date, enter into any agreement that will affect the Lands or the use of the Lands, without the prior written consent of the Purchaser.

#### **18.00 SALE BY VENDOR TO ANOTHER PARTY:**

18.01 The Vendor will not enter into a Contract or Agreement to sell the Lands prior to the Completion Date herein without first having assigned all of the right, title and interest of the Vendor in and to this Agreement to the other party and the Vendor will assign the Purchase Price to that other party and the Vendor will waive any and all claims to the Purchase Price and the Vendor will release the Purchaser from any and all obligations with respect to payment of the Purchase Price to the Vendor.

#### **19.00 ASSIGNMENT BY PURCHASER**

19.01 The Vendor hereby agrees that the Purchaser may, in the sole discretion of the Purchaser, and without the prior consent, written or otherwise, of the Vendor, assign this Agreement and all of the rights, title, benefits, interest and privileges of the Purchaser in, to and under this Agreement to the BC Transportation Financing Authority or other ministry or agency of Her Majesty the Queen in right

Purchaser Dr  
Vendor \_\_\_\_\_

of the Province of British Columbia. The Purchaser to remain liable to fulfill all of its covenants under this Agreement in the event this Agreement is assigned to the BC Transportation Financing Authority.

## **20.00 WARRANTIES AND REPRESENTATIONS:**

20.01 The Vendor warrants and represents to the Purchaser that now and on the Completion Date:

- (a) the Vendor is a resident of Canada as defined by the Income Tax Act (Canada);
- (b) no claim under the Builder's Lien Act, R.S.B.C. 1996, c. 41, exists or may be claimed in respect of the Property nor any part thereof; and
- (c) the Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Purchaser on the Inspection Date,


which warranties and representations will continue in full force and effect and survive the Completion Date and the completion of the sale.

20.02 In this Article, Contaminant means

- (a) any hazardous, toxic, dangerous and potentially dangerous material or substance, any liquid or gaseous material and any other substance which is reasonably capable of causing pollution or contamination to air, land or water; and
- (b) all substances and materials defined as "waste" in the *Waste Management Act*, S.B.C. 1996, c. 482 as amended from time to time and the regulations enacted thereunder.

20.03 The Vendor further warrants and represents to the Purchaser, with the knowledge that the Purchaser will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement that to the best of the Vendor's knowledge, information and belief, now and on the Completion Date:

- (a) the Vendor's use of the Property and all previous uses of the Property have not resulted in the existence or leakage of any Contaminant on or under the Property;
- (b) the Vendor has not used or permitted the Property to be used for the storage, manufacture, treatment, handling, disposal or release of any Contaminant, including by way of discharge, emission, spill, leakage or otherwise, of any Contaminant;
- (c) there are no storage containers for Contaminants located on, in or under the Property;
- (d) any and all buildings on the Property are free of materials containing the Contaminant known as urea formaldehyde foam insulation;

Purchaser   
Vendor \_\_\_\_\_

- (e) the Property is not subject to and the Vendor's use of the Property has not resulted in the issuance of any outstanding notice of defect or non-compliance, pollution abatement order, remediation order or any other order relating to environmental contamination from any federal, provincial, municipal or other governmental authority;
- (f) there are no actions, proceedings, investigations or claims, pending or threatened that relate to the presence of Contaminants in, on or migrating from the Property; and
- (g) the Vendor has fully disclosed to the Purchaser all environmental reports, site assessments, audits, studies, permits, licenses and records in the possession or control of the Vendor with respect to the Property and relating to Contaminants in, on or migrating from the Property,

which warranties and representations will continue in full force and effect and survive the Completion Date and the completion of this sale.

#### **21.00 ENTIRE AGREEMENT:**

21.01 This Agreement constitutes the entire Agreement between the Vendor and the Purchaser and no representations, warranties, guaranties, promises, agreements or previous statements made by any person or agent other than those contained in this Agreement will be binding upon the Purchaser. No modification of this agreement will be valid unless made in writing and signed by the Vendor and the Purchaser.

#### **22.00 BINDING AGREEMENT:**

22.01 This Agreement will enure to the benefit of and be binding upon the parties to it, their respective heirs, executors, administrators, successors and assigns; in the case of more than one vendor, their respective representations, warranties, covenants and obligations will be construed and held to be several as well as joint.

#### **23.00 LIMITATION OF FURTHER CLAIMS:**

23.01 The Vendor acknowledges that the Purchase Price constitutes the full and final payment for any and all claims arising out of the transfer or dedication of the Property to the Purchaser which, but for this Agreement, could give rise to a claim under the Expropriation Act S.B.C. 1996, Chapter 125, the Highway Act, R.S.B.C. 1996, Chapter 188, the Ministry of Transportation and Highways Act, R.S.B.C. 1996, Chapter 311 or otherwise.

#### **24.00 INTERPRETATION:**

24.01 All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires.

Purchaser De  
Vendor \_\_\_\_\_



24.02 If any provision of this Agreement is held to be invalid, illegal or unenforceable, that provision will be deemed to be severed from the Agreement and the remaining provisions of this Agreement and its attachments will not be affected thereby.

**25.00 RELEVANT LAW:**

25.01 It is expressly understood and agreed between the Vendor and the Purchaser that this Agreement and each and every part thereof will be governed and construed in accordance with the laws of the Province of British Columbia, Canada.

**26.00 NOTICE:**

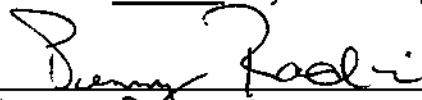
26.01 Any notice required or permitted to be given hereunder will be delivered or mailed by prepaid registered mail to the addresses herein or at such other address as either party may from time to time designate by notice in writing to the other. Any notice delivered will be deemed to be given upon acceptance by the receiving party. Any notice mailed by prepaid registered mail will be deemed to be given 72 hours after mailing.

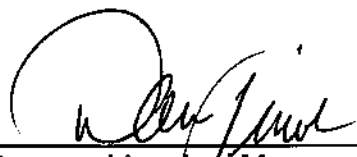
**27.00 OFFER AND ACCEPTANCE:**

27.01 The Purchaser hereby offers to purchase the Property on the above terms and conditions.

This offer is open for acceptance until 1:00 o'clock p.m. on the 21st day of March, 2005. Acceptance by the Vendor by signing this offer creates a binding agreement of sale and purchase on the terms and conditions herein set forth.

Dated this 18<sup>th</sup> day of March, 2005.

  
Witness Penny Radies

  
Darren Lincoln, Manager Property Services  
Authorized Signatory for Her  
Majesty the Queen in Right of  
the Province of British Columbia  
as represented by the Minister  
of Transportation

523 Columbia Street  
Address Kamloops, B.C.  
V2C 2T9

523 Columbia Street, Kamloops, BC V2C 2T9  
Address

The Vendor hereby accepts the above offer and promises and agrees to complete the sale upon the terms and conditions set out above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(the "Acceptance Date").

**SIGNED AND DELIVERED BY THE** )  
**VENDOR** in the presence of: )

\_\_\_\_\_  
Signature of Witness )

\_\_\_\_\_  
Corbett Lake Country Inn Ltd.  
INC. NO. 61012

\_\_\_\_\_  
Name of Witness )

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )  
(as to all signatures) )

## SCHEDULE A

1. Fencing, gates, access to be constructed on the Property, at the cost of the Purchaser, as identified on Right-of-Way Acquisition drawings prepared by R.F. Binnie & Associates dated December 20<sup>th</sup>, 2004 (Drawings No. R2-604-110RW, R2-604-111RW, and R2-604-112RW).
2. The Vendor to drill a new water well according to government health regulations / requirements and connect to the existing water infrastructure for the existing improvements. Location of the new water well to be on the remainder of the Vendors property east of existing Highway 5A. The Purchaser to reimburse the Vendor the costs, associated with reinstatement, according to minimum government health regulations / requirements only, of the water system upon completion. Work to include hydrology, drilling, professional fees, and required connections to the existing water system infrastructure. Not included in the works is the existing irrigation system currently supplied from an existing well near Corbett Lake. For offset agreement see No. 8 of Schedule A.
3. The Purchaser to construct and pave the realigned main driveway over the Vendors remaining lands to the Corbett Lake Country Inn (area designated in purple on right-of-way acquisition plans prepared by R.F. Binnie and Associates dated December 20<sup>th</sup>, 2004, drawing No. R2-604-111RW, Station 175+40 to Station 176+90. Costs the responsibility of the Purchaser. This realignment to be a 5m wide paved surface (50mm thickness) over 300mm of gravel.
4. The Purchaser to construct Earth Berms as indicated on Schedule C in the locations highlighted in yellow. Refer to No. 9 Schedule A for further detail.
5. The remaining "Pit" lands owned by the Purchaser, PID 008-661-421 identified on Right-of-Way Acquisition drawings prepared by R.F. Binnie & Associates dated December 20<sup>th</sup>, 2004 (Drawing No. R2-604-111RW) and legally identified as Lot A District Lot 2808 Kamloops Division Yale District, Plan 16314, containing approximately 3.181 hectares to be transferred to the Vendor on the Completion Date. The Purchaser to lease back via License Agreement, all these lands from the Vendor for **One Dollar (\$1.00)** until December 31<sup>st</sup>, 2006 to extract and deplete gravel for the Project. The Purchaser remains owner of all gravel and Pit material until the expiry of the License Agreement. The Purchaser reserves the right to extend the License Agreement until all gravel and Pit material is depleted. This extension, if necessary, to be no later than June 30<sup>th</sup>, 2007.

Before expiry of the License Agreement, the Purchaser to reclaim the remaining "Pit" land as per Ministry of Transportation and Ministry of Mines guidelines. Included would be: slope disturbed slopes to a minimum of 2:1; spread any topsoil stripped and stockpiled over the trimmed slopes; hydroseed with an appropriate grass mixture; conduct a Level One contaminated site review.

Purchaser R2  
Vendor \_\_\_\_\_

The Purchasers standard License Agreement containing these and all other terms to be executed by the Vendor. In the event the Vendor sells the remaining Pit lands, the License Agreement to be transferred to the new owner of the lands under the same terms and conditions of the License Agreement.

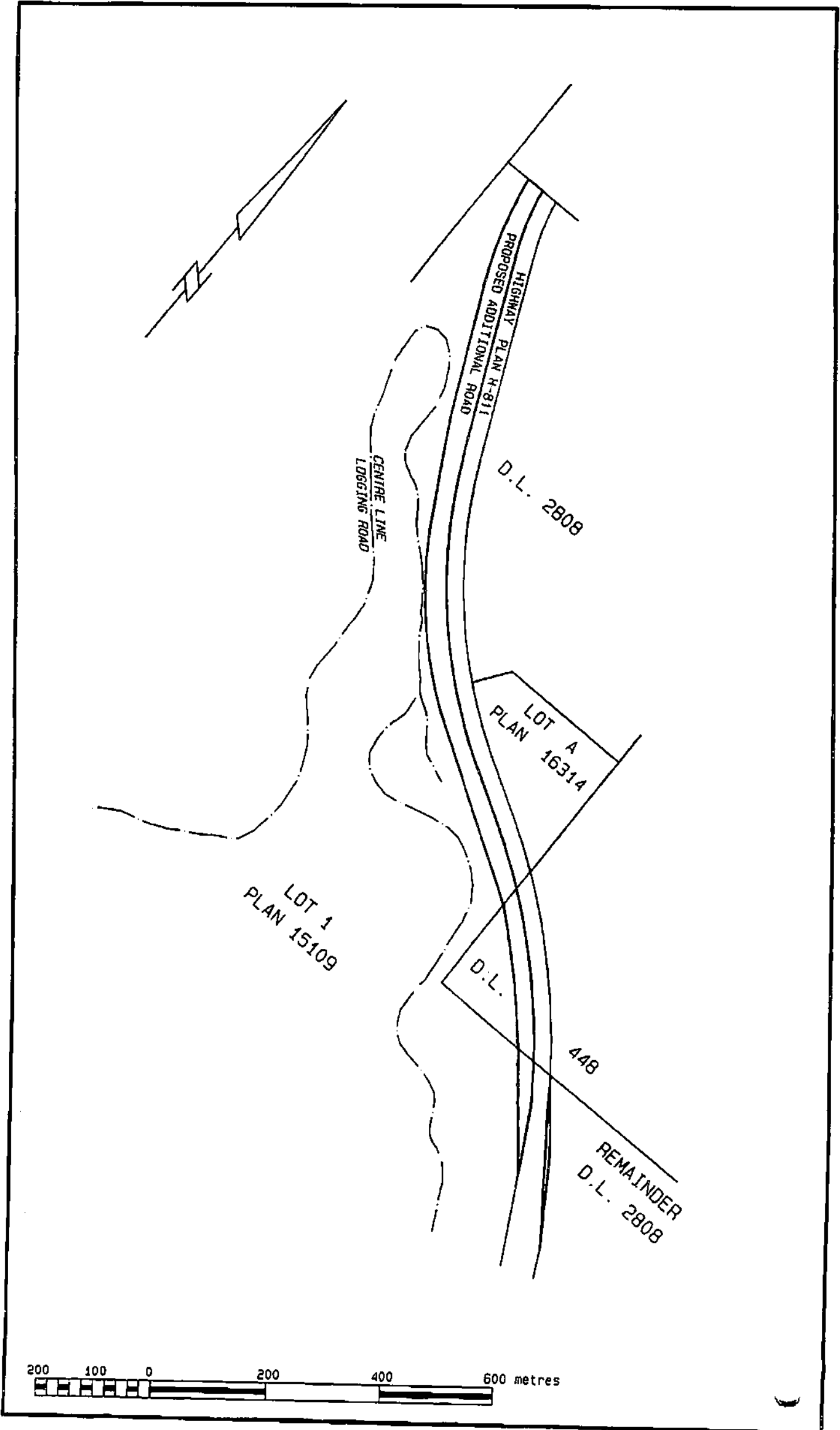
With respect to the remaining "Pit" lands, the Purchaser further warrants and represents to the Vendor, with the knowledge that the Vendor will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement that to the best of the Purchaser's knowledge, information and belief, now and on the Completion Date:

- (a) the Purchaser's use of the Property and all previous uses of the Property have not resulted in the existence or leakage of any Contaminant on or under the Property;
  - (b) the Purchaser has not used or permitted the Property to be used for the storage, manufacture, treatment, handling, disposal or release of any Contaminant, including by way of discharge, emission, spill, leakage or otherwise, of any Contaminant;
  - (c) there are no storage containers for Contaminants located on, in or under the Property;
  - (d) any and all buildings on the Property are free of materials containing the Contaminant known as urea formaldehyde foam insulation;
  - (e) the Property is not subject to and the Purchaser's use of the Property has not resulted in the issuance of any outstanding notice of defect or non-compliance, pollution abatement order, remediation order or any other order relating to environmental contamination from any federal, provincial, municipal or other governmental authority;
  - (f) there are no actions, proceedings, investigations or claims, pending or threatened that relate to the presence of Contaminants in, on or migrating from the Property; and
  - (g) the Purchaser has fully disclosed to the Purchaser all environmental reports, site assessments, audits, studies, permits, licenses and records in the possession or control of the Purchaser with respect to the Property and relating to Contaminants in, on or migrating from the Property
6. The Purchaser, at their cost, to install two conduits under the highway for water and power services as identified on Schedule D, but as modified in Point 10 in Schedule A.

Purchaser   S    
Vendor

7. Logging to be completed by the Vendor prior to the Possession Date on lands which are shown outlined in green on right-of-way acquisition plans prepared by R.F. Binnie and Associates dated December 20<sup>th</sup>, 2004 (Drawings No. R2-604-110RW, R2-604-111RW, and R2-604-112RW), containing approximately 5.02 total hectares. In addition all logs and slash to be removed from these lands by the Vendor at their cost.
8. The Vendor will obtain fee and work proposals for the provision of a replacement well. These proposals will be submitted to the purchaser for approval to proceed prior to any work being initiated. It is anticipated that the proposals will be received for the following stages of the work:
- a) Groundwater potential evaluation;
  - b) Well drilling;
  - c) Supervision of drilling
  - d) Well head reporting including but limited to water quality, quantity, well head protection and ground water under the influence of surface water.
9. The Purchaser to install and maintain a 6 foot high wooden fence, built to Ministry of Transportation standards, for visual reasons on top of the berm from stations 167+40 to 168+00. The Vendor has a one time option to extend this 6 foot high fence (Ministry of Transportation standards) before completion of the Project from stations 168+00 to 168+40. All costs to extend this fence is the responsibility of the Vendor.
10. The Purchaser at their cost will supply and install the Hydro conduit at station 178+32 as shown on Schedule D. The Vendor will supply at their cost, and the purchaser will install at their cost a 45m – 200mm casing, type and quality to be approved by the Purchaser, for a future waterline shown on Schedule D at station 178+77. Both conduits to be installed by the Purchaser at one scheduled time during construction of the Project.

Purchaser \_\_\_\_\_  
Vendor \_\_\_\_\_



MAR-17-2005(THU) 12:15 TRANSPORTATION

(FAX)6045747355

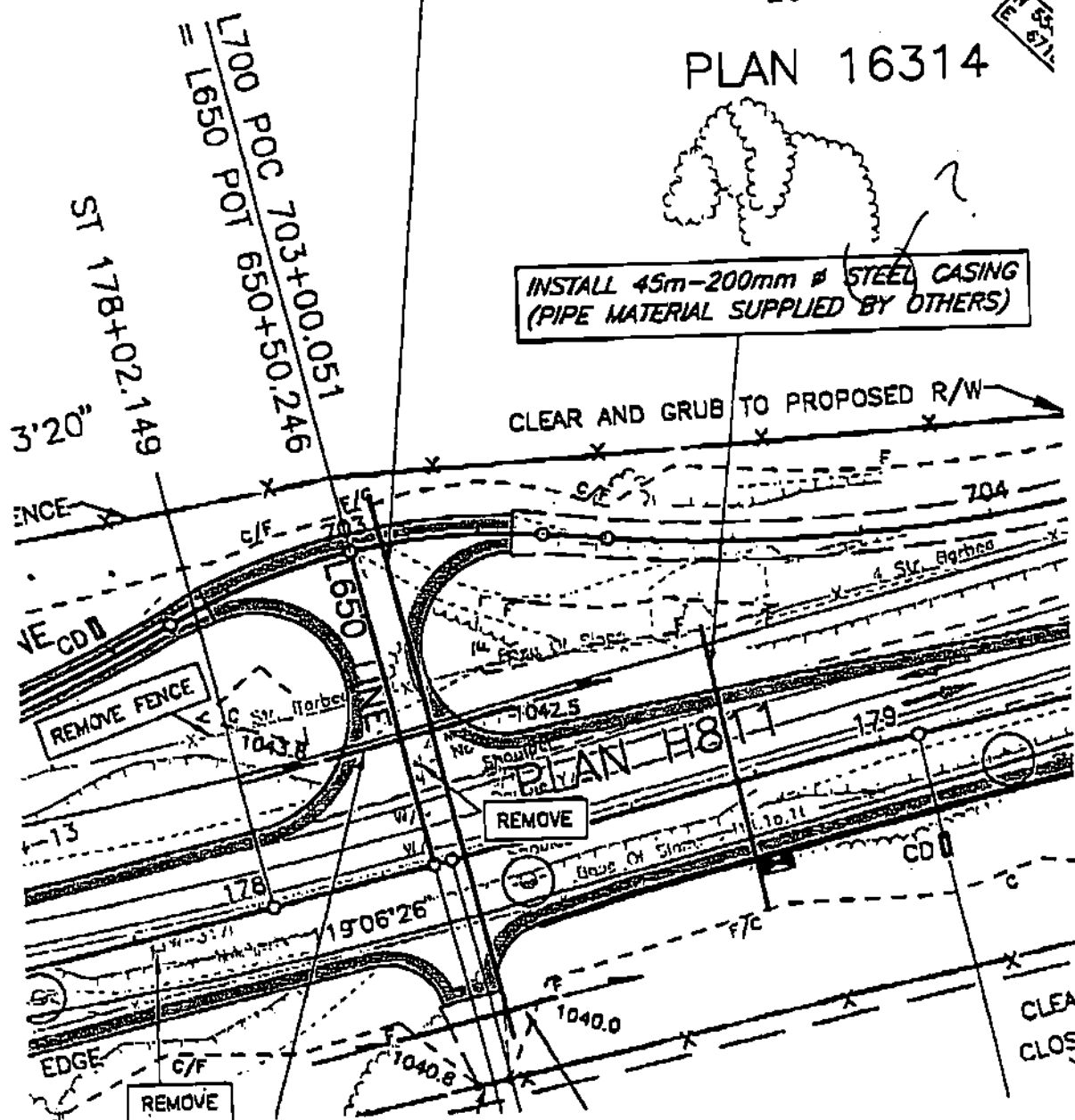
D.L.2808

INSTALL 88mm-75mm RIGID PVC CONDUIT AT  
STA. 178+32 INVERT ELEV. 1042.80

LOT A

PLAN 16314

INSTALL 45m-200mm Ø STEEL CASING  
(PIPE MATERIAL SUPPLIED BY OTHERS)







REFERENCE PLAN OF ROAD  
THROUGH PART OF LOT 1, PLAN 15109  
DISTRICT LOT 2808, Except Plan KAP68274  
AND THROUGH PART OF DISTRICT LOT 2808  
Except Plans 15109, 16314, H811 and KAP68274  
KAMLOOPS DIVISION YALE DISTRICT

B. C. G. S. 92I.007  
PURSUANT TO SECTION 107 OF THE LAND TITLE ACT

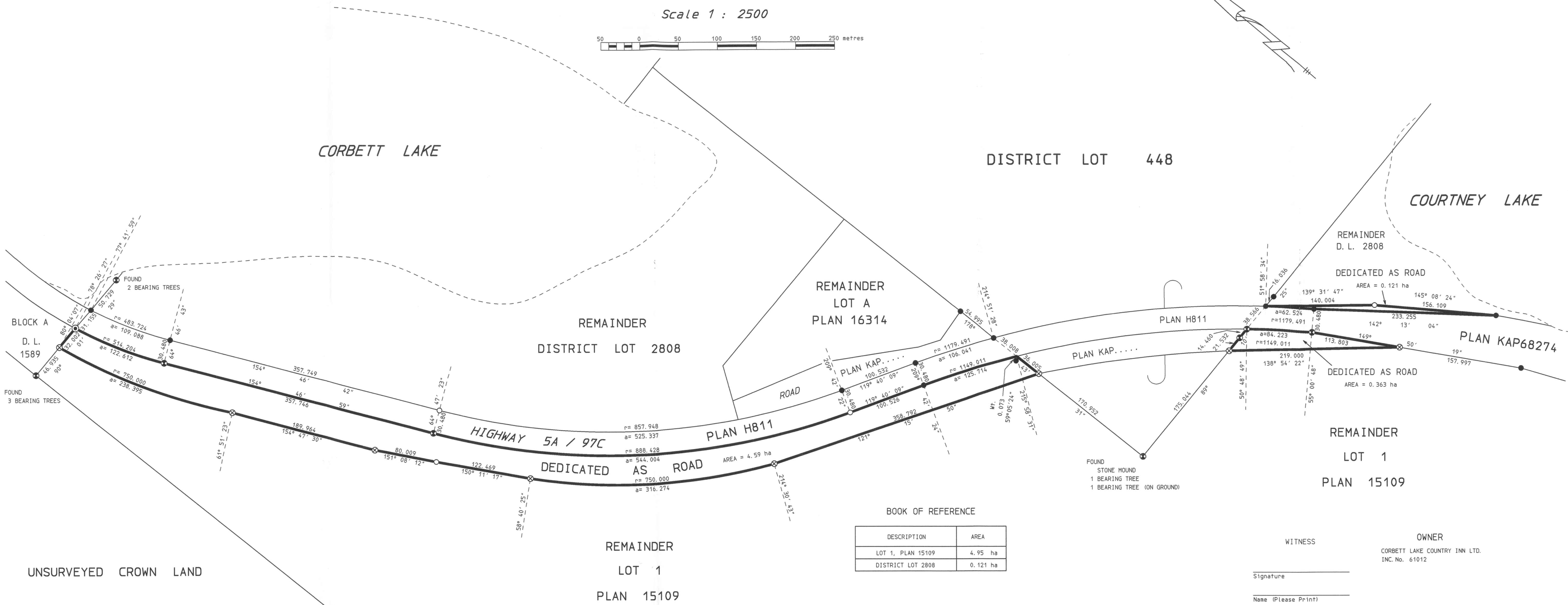
Scale 1 : 2500



PLAN KAP \_\_\_\_\_

DEPOSITED IN THE LAND TITLE OFFICE AT KAMLOOPS, B. C.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

REGISTRAR



BOOK OF REFERENCE

DESCRIPTION	AREA
LOT 1, PLAN 15109	4.95 ha
DISTRICT LOT 2808	0.121 ha

WITNESS

Signature \_\_\_\_\_

Name (Please Print) \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

OWNER

CORBETT LAKE COUNTRY INN LTD.  
INC. No. 61012

LEGEND

BEARINGS ARE ASTRONOMIC, DERIVED FROM PLAN KAP68274.  
BEARINGS TO BEARING TREES ARE MAGNETIC.

DISTANCES ARE IN METRES.

STANDARD IRON POST FOUND . . . . . ●  
STANDARD IRON POST PLACED . . . . . ○  
STANDARD CAPPED POST PLACED . . . . . ⊗  
STANDARD CAPPED POST FOUND . . . . . ⊙  
CONCRETE IRON POST FOUND . . . . . ⊕

THIS PLAN LIES WITHIN THE THOMPSON - NICOLA REGIONAL DISTRICT.

I, JOHN GRAHAM, A BRITISH COLUMBIA LAND SURVEYOR OF THE CITY OF MERRITT, IN BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN AND THAT THE SURVEY AND PLAN ARE CORRECT. THE SURVEY WAS COMPLETED ON THE 3rd DAY OF MARCH, 2005. THE PLAN WAS COMPLETED AND CHECKED, AND THE CHECKLIST FILED UNDER No. 28591, ON THE 15th DAY OF MARCH, 2005.

*John Graham*

Lincoln, Darren J TRAN:EX

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**From:** Keay & Associate [keayassoc@shawcable.com]  
**Sent:** Wednesday, March 09, 2005 3:36 PM  
**To:** s.22 ; David Cunliffe; Anne Keay  
**Subject:** CLCI and MOT

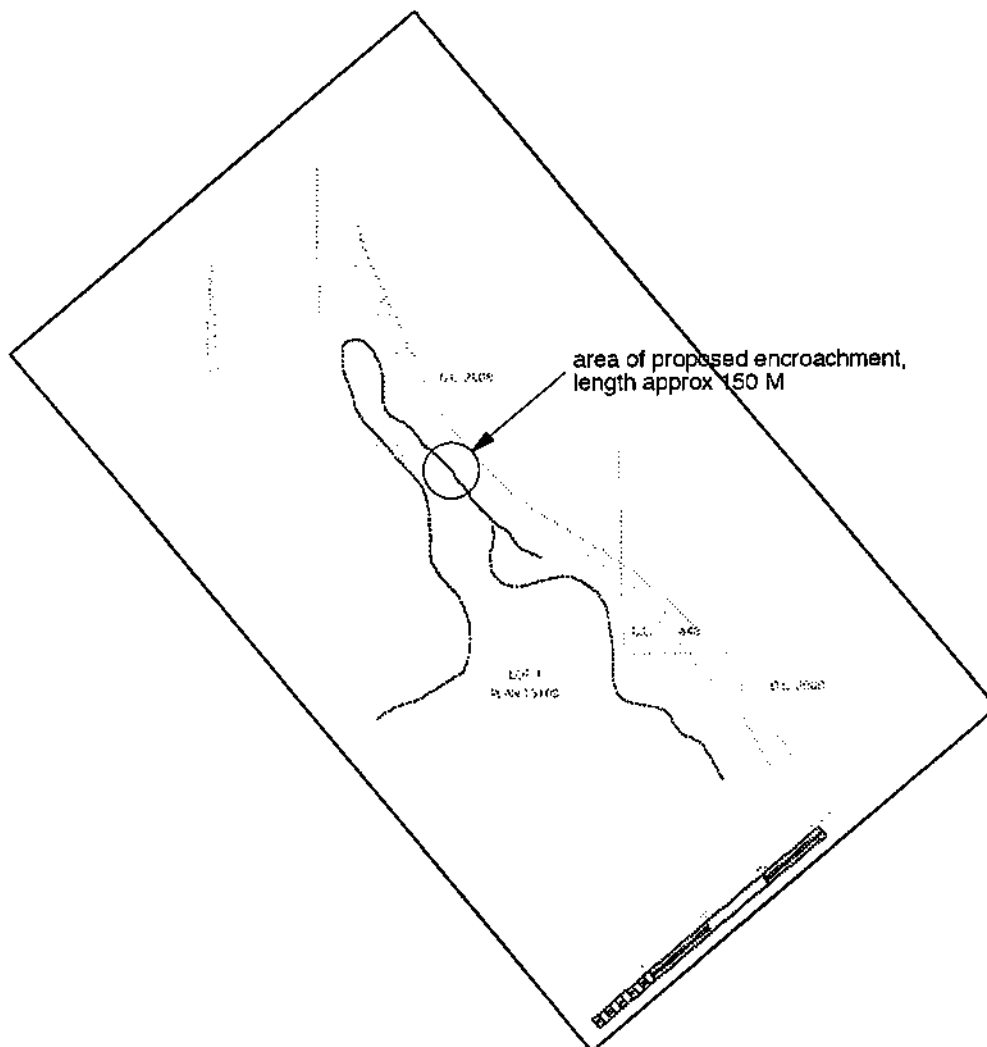


CLCI road  
sement.pdf (61 KB)

Steve, I received the enclosed today from John Graham, I have asked him for the size of the area that is likely to be affected, and will forward this to you.

Also, we have been advised by several sources not to go the route of a lump sum payment for the well or wells. While it appears we can come up with a reasonably accurate cost estimate for the hydrology, this hydrology will not of course produce any guarantees as to the location or capacity of any new wells. I believe it is more fair for both parties to have MOT reimburse the actual costs for the work upon completion.

John



	DATE	TIME	TO/FROM	MODE	MIN/SEC	PGS	JOB#	STATUS
18	03/12	13:58	250 952 8287	EC--S	03' 15"	012	236	OK



Ministry of  
Transportation

## Consensual Agreement (Partial Acquisition)

### WITHOUT PREJUDICE

PROJECT: Highway No. 5A/97C  
Garcia Lake to Courtney Lake

PS FILE: PS 700908

PROJECT NUMBER: 21838

AGENT: Steve Kosa  
TEL: (250) 709-5623

### AGREEMENT TO TRANSFER OR DEDICATE LAND Pursuant to the Highway Act and Ministry of Transportation and Highways Act

**THIS AGREEMENT** dated for reference the 18th day of February, 2005.

**BETWEEN:** Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation (hereinafter called "the Purchaser")

**AND:** Corbett Lake Country Inn Ltd., INC. NO. 61012  
of BOX 403, Merritt, BC V1K 1B8  
(hereinafter called "the Vendor")

#### 1.00 GRANT

In consideration of the promise of the Purchaser to pay the sum of **One (\$1.00) DOLLAR** receipt of which is hereby acknowledged, of lawful money of Canada (the "Purchase Price"), I / We the Vendor hereby promise to sell and convey to the Purchaser the portions of the following lands (the "Lands") which are shown outlined in green on right-of-way acquisition plans prepared by R.F. Binnie and Associates dated December 20<sup>th</sup>, 2004 (Drawings No. R2-604-110RW, R2-604-111RW, and R2-604-112RW), containing approximately 5.02 total hectares:

ALL THAT PART of the lands and premises legally described as:

P.I.D. No: 008-883-521

Legal Description: Lot 1, District Lot 2808, Kamloops Division Yale District, Plan 15109 except Plan KAP68274

attached hereto as Schedule "B" (the "Property").

Purchaser \_\_\_\_\_  
Vendor \_\_\_\_\_

**WITHOUT PREJUDICE**

PROJECT: Highway No. 5A/97C  
Garcia Lake to Courtney Lake

PS FILE: PS 700908

PROJECT NUMBER: 21838

AGENT: Steve Kosa  
TEL: (250) 709-5623

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ALL THAT PART of the lands and premises legally described as:

P.I.D. No: 008-883-521

Legal Description: Lot 1, District Lot 2808, Kamloops Division Yale District, Plan 15109 except Plan KAP68274

attached hereto as Schedule "B" (the "Property").

Purchaser \_\_\_\_\_  
Vendor \_\_\_\_\_



**THE FOLLOWING TERMS AND CONDITIONS APPLY TO THIS AGREEMENT:**

**2.00 PURCHASE PRICE:**

2.01 The Purchase Price shall be deposited by the Purchaser in trust with the solicitor for the Purchaser Fulton and Company (the "Purchaser's Solicitor") and shall be held in trust to be paid to the Vendor on the Completion Date as hereinafter provided.

**3.00 COMPLETION:**

3.01 The sale and conveyance of the Property to the Purchaser will be completed on the later of (the "Completion Date"):

- (a) the 29<sup>th</sup> day of April, 2005; or
- (b) the day which is specified by written notice given by Purchaser to Vendor pursuant to section 7.05 of this Agreement,


**4.00 POSSESSION:**

4.01 The Purchaser will have vacant possession of the Property at 12:00 o'clock noon on the 30<sup>th</sup> day of April, 2005 (the "Possession Date"), unless otherwise agreed to in writing by the parties hereto or **SUBJECT TO THE FOLLOWING EXISTING TENANCIES**, if any: **NIL**.

**5.00 ENTRY ON LAND:**

5.01 The Vendor further agrees that in consideration of the sum of \$1.00 and other valuable consideration now paid by the Purchaser to the Vendor, the receipt and sufficiency of which is hereby acknowledged by the Vendor, the Vendor:

- (a) grants and transfers to the Purchaser the full and free license for the Purchaser, its officers, servants, employees, agents, licensees and contractors, and for the use of their machinery, vehicles, supplies and equipment at all reasonable times to enter upon and occupy that part of the Lands designated in purple on right-of-way acquisition plans prepared by R.F. Binnie and Associates dated December 20<sup>th</sup>, 2004 (drawing No.s R2-604-110RW, R2-604-111RW, and R2-604-112RW) and containing approximately **0.938** hectares; and
- (b) hereby releases, discharges and forever remises the Purchaser of and from every and all manner of claims, actions or demands of any sort whatsoever which may be brought or may arise in connection with the grant of the license contained herein to the Purchaser, and the carrying out of the works and activities set out in section 5.01(a), save and except where such claims, actions or demands are the result of the negligence of the Purchaser, its officers, servants, employees, agents, licensees and

Purchaser   
Vendor \_\_\_\_\_

contractors, while acting within the scope of their employment. The Purchaser will be responsible for all claims, actions or demands arising out of its use of the License area with the exception of those arising from the Vendor's negligent or wrongful act.

(c) the license referred herein not to commence before the Possession Date.

**6.00 ADDITIONAL MINISTRY COMMITMENT:**

The provisions of Schedule "A" attached additional conditions, shall form part of the Agreement.

**7.00 REFERENCE PLAN:**

7.01 The Purchaser will cause a survey plan (the "Reference Plan") to be prepared for the purpose of defining the precise boundaries of the Property.

7.02 The Vendor covenants to execute the Reference Plan as required by the Land Title Act (British Columbia) and to obtain execution of the Reference Plan by each charge holder as required to allow registration pursuant to the Land Title Act.

7.03 The Purchaser covenants to obtain execution of the Reference Plan by any and all affected public bodies and further covenants to submit the executed Reference Plan for consideration and signature by an Approving Officer as required by the Land Title Act and to submit the executed Reference Plan to the Kamloops Land Title Office for registration.


7.04 The Purchaser and the Vendor will each use their best efforts to facilitate the timely preparation, execution and registration of the Reference Plan on or before the Completion Date.

7.05 If the registration of the Reference Plan is not completed by the Completion Date, then provided that the Purchaser is proceeding diligently with the registration of the Reference Plan, the Purchaser may extend the Completion Date by written notice to the Vendor in accordance with the notice provisions of this agreement, for further consecutive periods, each of which will not exceed sixty (60) days, as are reasonably required to enable completion of the preparation, execution, and registration of the Reference Plan.

7.06 If the Completion Date is extended as herein provided, then in addition to the Purchase Price, the Vendor will receive any and all interest earned on the deposit of the Purchase Price with the Purchaser's Solicitor calculated from the sixtieth (60th) day following the Acceptance Date to and including the business day immediately preceding the Completion Date.

**8.00 TIME:**

8.01 Time is of the essence of this Agreement.

Purchaser   
Vendor \_\_\_\_\_

**9.00 TITLE:**

9.01 On the Completion Date, the Vendor will convey the fee simple estate to the Property to the Purchaser free and clear of all encumbrances, except the subsisting conditions, provisos, restrictions, exceptions, and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, any other restrictions or conditions provided for in s.23 of the Land Title Act R.S.B.C. 1996, c.250, and any registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, and except as otherwise set out herein as follows: NIL

**10.00 INCLUDED ITEMS:**

10.01 The Purchase Price includes any building, improvements, and attachments thereto as viewed by the Purchaser, **INCLUDING:** Not applicable

**BUT EXCLUDING:** Not Applicable

The Property and all included items will be in substantially the same condition at the Possession Date as at the time the Purchaser viewed the Property and the included items on the Inspection Date.

**11.00 ADJUSTMENTS:**

11.01 The Vendor will pay all taxes, rates, local improvement assessments, utilities and other charges for all calendar years to and including the year in which the Possession Date occurs. Any adjustment for property taxes by the Purchaser in favour of the Vendor is included in the calculation of the Purchase Price and will not be the subject of a separate adjustment.

**12.00 CLOSING DOCUMENTS:**

12.01 The Purchaser's Solicitor will cause to be prepared all of the documents necessary to complete this sale and conveyance (the "Closing Documents") and will deliver the Closing Documents to the Vendor or the Solicitor or Notary Public representing the Vendor and the Vendor will execute and deliver the Closing Documents to the Purchaser's Solicitor prior to the Completion Date.

**13.00 PAYMENT:**

13.01 Tender or payment of monies by the Purchaser to the Vendor will be by Provincial Government cheque or Solicitor's trust cheque.

**14.00 REGISTRATION:**

14.01 The Vendor will deliver all documents required to transfer title to the Property into the name of the Purchaser to the Purchaser's Solicitor in registrable form and the Purchaser's Solicitor will apply to register the documents in the Land Title Office

Purchaser                       
Vendor



for the Land Title district in which the Property is situated on or before the Completion Date. After lodging the documents for registration, the Purchaser, or its agent, will conduct a post-registration search of title to the Property and, upon confirming that in the normal course of procedure in the Land Title Office the Purchaser will be registered as owner in fee simple of the Property free and clear of all liens, charges and encumbrances, the Purchaser's Solicitor will deliver the Purchase Price to the Vendor or to the Solicitor or Notary Public representing the Vendor, in accordance with the terms of section 2 of this Agreement.

**15.00 COSTS:**

15.01 The Purchaser will bear all costs of preparation and registration of the Closing Documents. The Vendor will bear all costs of discharging the financial encumbrances of the Vendor from the title to the Property, including payment of any and all bonuses, charges, expenses, and penalties or otherwise with respect thereto.

**16.00 RISK:**

16.01 The Property and all included items set out in section 10.01 of this Agreement will be and remain at the risk of the Vendor until and including the Possession Date. After that date, the Property and all included items will be at the risk of the Purchaser. The Vendor will maintain full replacement cost insurance for all buildings and all included items to and including the Possession Date. In the event of any insurable loss to the Property or the included items, the Purchaser will be entitled to the proceeds of any insurance and the Vendor irrevocably assigns any and all insurance proceeds to the Purchaser.

**17.00 ENCUMBRANCES:**


17.01 The Vendor will not, between the date of execution of this Agreement and the Completion Date, enter into any agreement that will affect the Lands or the use of the Lands, without the prior written consent of the Purchaser.

**18.00 SALE BY VENDOR TO ANOTHER PARTY:**

18.01 The Vendor will not enter into a Contract or Agreement to sell the Lands prior to the Completion Date herein without first having assigned all of the right, title and interest of the Vendor in and to this Agreement to the other party and the Vendor will assign the Purchase Price to that other party and the Vendor will waive any and all claims to the Purchase Price and the Vendor will release the Purchaser from any and all obligations with respect to payment of the Purchase Price to the Vendor.

**19.00 ASSIGNMENT BY PURCHASER**

19.01 The Vendor hereby agrees that the Purchaser may, in the sole discretion of the Purchaser, and without the prior consent, written or otherwise, of the Vendor, assign this Agreement and all of the rights, title, benefits, interest and privileges

Purchaser   
Vendor \_\_\_\_\_

of the Purchaser in, to and under this Agreement to the BC Transportation Financing Authority or other ministry or agency of Her Majesty the Queen in right of the Province of British Columbia. The Purchaser to remain liable to fulfill all of its covenants under this Agreement in the event this Agreement is assigned to the BC Transportation Financing Authority.

## **20.00 WARRANTIES AND REPRESENTATIONS:**

20.01 The Vendor warrants and represents to the Purchaser that now and on the Completion Date:

- (a) the Vendor is a resident of Canada as defined by the Income Tax Act (Canada);
- (b) no claim under the Builder's Lien Act, R.S.B.C. 1996, c. 41, exists or may be claimed in respect of the Property nor any part thereof; and
- (c) the Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Purchaser on the Inspection Date,


which warranties and representations will continue in full force and effect and survive the Completion Date and the completion of the sale.

20.02 In this Article, Contaminant means

- (a) any hazardous, toxic, dangerous and potentially dangerous material or substance, any liquid or gaseous material and any other substance which is reasonably capable of causing pollution or contamination to air, land or water; and
- (b) all substances and materials defined as "waste" in the *Waste Management Act*, S.B.C. 1996, c. 482 as amended from time to time and the regulations enacted thereunder.

20.03 The Vendor further warrants and represents to the Purchaser, with the knowledge that the Purchaser will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement that to the best of the Vendor's knowledge, information and belief, now and on the Completion Date:

- (a) the Vendor's use of the Property and all previous uses of the Property have not resulted in the existence or leakage of any Contaminant on or under the Property;
- (b) the Vendor has not used or permitted the Property to be used for the storage, manufacture, treatment, handling, disposal or release of any Contaminant, including by way of discharge, emission, spill, leakage or otherwise, of any Contaminant;
- (c) there are no storage containers for Contaminants located on, in or under the Property;

Purchaser   
Vendor \_\_\_\_\_

- (d) any and all buildings on the Property are free of materials containing the Contaminant known as urea formaldehyde foam insulation;
- (e) the Property is not subject to and the Vendor's use of the Property has not resulted in the issuance of any outstanding notice of defect or non-compliance, pollution abatement order, remediation order or any other order relating to environmental contamination from any federal, provincial, municipal or other governmental authority;
- (f) there are no actions, proceedings, investigations or claims, pending or threatened that relate to the presence of Contaminants in, on or migrating from the Property; and
- (g) the Vendor has fully disclosed to the Purchaser all environmental reports, site assessments, audits, studies, permits, licenses and records in the possession or control of the Vendor with respect to the Property and relating to Contaminants in, on or migrating from the Property,

which warranties and representations will continue in full force and effect and survive the Completion Date and the completion of this sale.

#### **21.00 ENTIRE AGREEMENT:**


21.01 This Agreement constitutes the entire Agreement between the Vendor and the Purchaser and no representations, warranties, guaranties, promises, agreements or previous statements made by any person or agent other than those contained in this Agreement will be binding upon the Purchaser. No modification of this agreement will be valid unless made in writing and signed by the Vendor and the Purchaser.

#### **22.00 BINDING AGREEMENT:**

22.01 This Agreement will enure to the benefit of and be binding upon the parties to it, their respective heirs, executors, administrators, successors and assigns; in the case of more than one vendor, their respective representations, warranties, covenants and obligations will be construed and held to be several as well as joint.

#### **23.00 LIMITATION OF FURTHER CLAIMS:**

23.01 The Vendor acknowledges that the Purchase Price constitutes the full and final payment for any and all claims arising out of the transfer or dedication of the Property to the Purchaser which, but for this Agreement, could give rise to a claim under the Expropriation Act S.B.C. 1996, Chapter 125, the Highway Act, R.S.B.C. 1996, Chapter 188, the Ministry of Transportation and Highways Act, R.S.B.C. 1996, Chapter 311 or otherwise.

Purchaser   
Vendor \_\_\_\_\_

**24.00 INTERPRETATION:**

- 24.01 All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires.
- 24.02 If any provision of this Agreement is held to be invalid, illegal or unenforceable, that provision will be deemed to be severed from the Agreement and the remaining provisions of this Agreement and its attachments will not be affected thereby.

**25.00 RELEVANT LAW:**

- 25.01 It is expressly understood and agreed between the Vendor and the Purchaser that this Agreement and each and every part thereof will be governed and construed in accordance with the laws of the Province of British Columbia, Canada.

**26.00 NOTICE:**

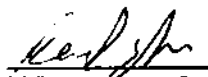
- 26.01 Any notice required or permitted to be given hereunder will be delivered or mailed by prepaid registered mail to the addresses herein or at such other address as either party may from time to time designate by notice in writing to the other. Any notice delivered will be deemed to be given upon acceptance by the receiving party. Any notice mailed by prepaid registered mail will be deemed to be given 72 hours after mailing.

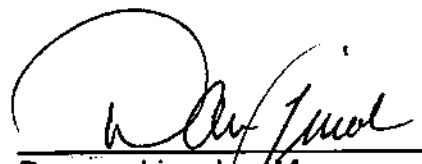
**27.00 OFFER AND ACCEPTANCE:**

- 27.01 The Purchaser hereby offers to purchase the Property on the above terms and conditions.

This offer is open for acceptance until 4:00 o'clock p.m. on the 16th day of March, 2005. Acceptance by the Vendor by signing this offer creates a binding agreement of sale and purchase on the terms and conditions herein set forth.

Dated this 12<sup>th</sup> day of March, 2005.

  
Witness Rampaul Delay

  
Darren Lincoln, Manager Property Services  
Authorized Signatory for Her  
Majesty the Queen in Right of  
the Province of British Columbia  
as represented by the Minister  
of Transportation

523 Columbia Street  
Address Kamloops, B.C.  
V2C 2T9

523 Columbia Street, Kamloops, BC V2C 2T9  
Address

Purchaser PZ  
Vendor

The Vendor hereby accepts the above offer and promises and agrees to complete the sale upon the terms and conditions set out above.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(the "Acceptance Date").

**SIGNED AND DELIVERED BY THE  
VENDOR** in the presence of: )

\_\_\_\_\_  
Signature of Witness )

\_\_\_\_\_  
Name of Witness )

\_\_\_\_\_  
Address )


\_\_\_\_\_  
Occupation )  
(as to all signatures) )

\_\_\_\_\_  
Corbett Lake Country Inn Ltd.  
INC. NO. 61012

## SCHEDULE A

1. Fencing, gates, access to be constructed on the Property, at the cost of the Purchaser, as identified on Right-of-Way Acquisition drawings prepared by R.F. Binnie & Associates dated December 20<sup>th</sup>, 2004 (Drawings No. R2-604-110RW, R2-604-111RW, and R2-604-112RW).
2. The Vendor to drill a new water well according to government health regulations / requirements and connect to the existing water infrastructure for the existing improvements. Location of the new water well to be on the remainder of the Vendors property east of existing Highway 5A. The Purchaser to reimburse the Vendor the costs, associated with reinstatement, according to minimum government health regulations / requirements only, of the water system upon completion. Work to include hydrology, drilling, professional fees, and required connections to the existing water system infrastructure. Not included in the works is the existing irrigation system currently supplied from an existing well near Corbett Lake.
3. The Purchaser to construct and pave the realigned main driveway over the Vendors remaining lands to the Corbett Lake Country Inn (area designated in purple on right-of-way acquisition plans prepared by R.F. Binnie and Associates dated December 20<sup>th</sup>, 2004, drawing No. R2-604-111RW, Station 175+40 to Station 176+90. Costs the responsibility of the Purchaser. This realignment to be a 5m wide paved surface (50mm thickness) over 300mm of gravel.
4. The Purchaser to construct Earth Berms as indicated on Schedule C in the locations highlighted in yellow.
5. The remaining "Pit" lands owned by the Purchaser, PID 008-661-421 identified on Right-of-Way Acquisition drawings prepared by R.F. Binnie & Associates dated December 20<sup>th</sup>, 2004 (Drawing No. R2-604-111RW) and legally identified as Lot A District Lot 2808 Kamloops Division Yale District, Plan 16314, containing approximately 3.181 hectares to be transferred to the Vendor on the Completion Date. The Purchaser to lease back via License Agreement, all these lands from the Vendor for **One Dollar (\$1.00)** until December 31<sup>st</sup>, 2006 to extract and deplete gravel for the Project. The Purchaser remains owner of all gravel and Pit material until the expiry of the License Agreement. The Purchaser reserves the right to extend the License Agreement until all gravel and Pit material is depleted. This extension, if necessary, to be no later than June 30<sup>th</sup>, 2007.

Before expiry of the License Agreement, the Purchaser to reclaim the remaining "Pit" land as per Ministry of Transportation and Ministry of Mines guidelines. Included would be: slope disturbed slopes to a minimum of 2:1; spread any topsoil stripped and stockpiled over the trimmed slopes; hydroseed with an appropriate grass mixture; conduct a Level One contaminated site review.

Purchaser   
Vendor \_\_\_\_\_

The Purchaser's standard License Agreement containing these and all other terms to be executed by the Vendor. In the event the Vendor sells the remaining Pit lands, the License Agreement to be transferred to the new owner of the lands under the same terms and conditions of the License Agreement.

With respect to the remaining "Pit" lands, the Purchaser further warrants and represents to the Vendor, with the knowledge that the Vendor will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement that to the best of the Purchaser's knowledge, information and belief, now and on the Completion Date:

- (a) the Purchaser's use of the Property and all previous uses of the Property have not resulted in the existence or leakage of any Contaminant on or under the Property;
  - (b) the Purchaser has not used or permitted the Property to be used for the storage, manufacture, treatment, handling, disposal or release of any Contaminant, including by way of discharge, emission, spill, leakage or otherwise, of any Contaminant;
  - (c) there are no storage containers for Contaminants located on, in or under the Property;
  - (d) any and all buildings on the Property are free of materials containing the Contaminant known as urea formaldehyde foam insulation;
  - (e) the Property is not subject to and the Purchaser's use of the Property has not resulted in the issuance of any outstanding notice of defect or non-compliance, pollution abatement order, remediation order or any other order relating to environmental contamination from any federal, provincial, municipal or other governmental authority;
  - (f) there are no actions, proceedings, investigations or claims, pending or threatened that relate to the presence of Contaminants in, on or migrating from the Property; and
  - (g) the Purchaser has fully disclosed to the Vendor all environmental reports, site assessments, audits, studies, permits, licenses and records in the possession or control of the Purchaser with respect to the Property and relating to Contaminants in, on or migrating from the Property
6. The Purchaser, at their cost, to install two conduits under the highway for water and power services as identified on Schedule D.

Purchaser                       
Vendor

7. Logging to be completed by the Vendor prior to the Possession Date on lands which are shown outlined in green on right-of-way acquisition plans prepared by R.F. Binnie and Associates dated December 20<sup>th</sup>, 2004 (Drawings No. R2-604-110RW, R2-604-111RW, and R2-604-112RW), containing approximately 5.02 total hectares. In addition all logs and slash to be removed from these lands by the Vendor at their cost.





**R.F. Binnie & Associates Ltd.**  
ENGINEERS, PROJECT MANAGERS & SURVEYORS  
103 - 7382 Winston Street, Burnaby, B.C. V5A 2G9  
Telephone: 604-420-1721 Fax: 604-420-4743

Web: [www.binnie.com](http://www.binnie.com)  
e-mail: [burnaby@binnie.com](mailto:burnaby@binnie.com)

To: ~~Steve Kosa~~ DARREN LINCOLN From: Keith Tompkins  
Organization: Property Agent e-mail:  
Address: 2070 Buckingham Drive 1-250-828-4083 Date: March 11, 2005  
Duncan BC. V9L 6X7 File: 03-254-03/P Page 1 of  
Tel: Fax: 1-250-952-8287 Transmittal:  
Copies to: 1  
Re: Highway 97C/5A - Garcia Lk to Courtney Lk

Steve,

Attached find a plan showing the casings to go under the highway for Corbett Lakes future water and electrical lines.

Regards

Keith Tompkins  
Senior Highway Designer  
R.F. Binnie and Associates

① Steve Kosa  
(250)  
952-8434  
Conduits

② encroachment



**Specializing in:**

- Municipal Services • Roads, Highways & Transportation • Land Development •
- Parks & Sports Facilities • Engineering Survey • Storm Water Management • Design/Build •

Post-It™ Fax Note		7671E	Date	MAR.2/05	# of pages	4
To	DARREN LINCOLN		From	STEVE KOSA		
Co./Dept.	MOT		Co.			
Phone #	(250) 371-3864		Phone #	(250) 709-5623		
Fax #	(250) 828-4083		Fax #			

MEMO TO: STEVE KOSA

FROM: JOHN KEAY

RE: MOT AGREEMENT DATED FEBRUARY 18, 2005, (THE PURCHASE AGREEMENT)

DATE: FEBRUARY 28, 2005

COPIES: DAVE CUNLIFFE, PETER PAGNAN, PETER MCVEY BY FAX

Steve,

The following points reflect the issues which Peter McVey and I feel require clarification and/or negotiation. We have had the agreement reviewed by our lawyer, Peter Pagnan, and his comments are incorporated into our response.

1. Section 4.0 – This clause provides that the Purchaser will have vacant possession on April 30, 2005 whether or not completion has occurred by that date. We suggest that this provision be modified to provide for possession on the Completion Date. *Completion*
2. Section 5.01(b) – Given that the Purchaser is being allowed on the licence area and likely will be responsible for any damage caused, the release set out in this subsection should be altered to provide that the Purchaser will be responsible for all claims, actions or demands arising out of its use of the licence area with the exception of those arising from the Vendor's negligent or wrongful act. In addition, the licence described in this Article should not be applicable until after the completion of the transaction. *transfer of Pt? OK*
3. Section 7.05 – The current wording of this provision could result in the Agreement remaining in effect indefinitely. Accordingly, we recommend that an outside date be provided whereby the Agreement would terminate if registration of the Reference Plan is not completed by such date. We note that although section 7.06 attempts to provide compensation for any delay, it is meaningless in these circumstances given the purchase price of \$1.00. Accordingly, we would also recommend that section 7.06 be altered to provide for an agreeable monthly payment in the event of any extension. *No.*
4. Section 19.01 – This provision should be altered to confirm that the Purchaser will remain liable to fulfil all of its covenants under this Agreement in the event of any assignment contemplated in this clause. *No Problem*
5. Schedule A, paragraph 1 – This paragraph should clearly provide at whose cost the described improvements will be constructed and when the construction of such improvements will be completed. *- OK*
6. Schedule A, paragraph 2 – The work described in this clause should also be described in more detail to avoid any misunderstanding as to the nature of the improvements to be carried *- Date of Completion.*

196534-354447

VDO\_DOCS #1393534 v. 1

CIBC-Montage  
Hydro-

- 2 -

out by the Vendor. We should include the approval of a budget prior to conducting such work to avoid any dispute as to what constitutes "reasonable costs". It is our understanding that work includes site hydrology to determine the appropriate locations for a well or wells, water supply and quality to Government approval sufficient for the existing cabins and lodge, and power and water connections to the well or wells

*Currently  
supplies  
water to the  
cabins too?*

7. Schedule A, paragraph 3 – This provision should set out a procedure for agreeing upon the location of the main driveway, which we would like to review once the gravel pit is depleted as it is difficult to visualize the depleted pit at this time. We also note that given the current form of paragraph 5 of Schedule A the Purchaser could be entitled to utilize the gravel pit for an indefinite period. Accordingly, we should carefully consider the timing for installation of this driveway and whether there should be a right of relocation once the gravel pit has been depleted. In addition, the paving specifications for the driveway should be clearly set out.
8. Schedule A, item 4 – This paragraph should be expanded to specify that the minimum berm height will be 2.5 metres, as measured from the center line of the highway. It is our understanding that this could readily be achieved by re-installing the existing concrete barriers at the edge of the paved shoulder, in order that the slope behind could be steeper
9. Schedule A, item 5 – This provision should stipulate that title to the gravel pit will be transferred to the Vendor on the Completion Date (and obligate the Purchaser to complete any required subdivision, if applicable). The Purchaser's right to utilize the gravel pit should remain in effect only until the date of substantial completion of the highway adjacent to the Property or December 31, 2006, whichever is earlier. There should be no right for the Purchaser to extend this Licence Agreement, except by mutual agreement. Once again, specifications for the reclamation of the gravel pit should be specified in more detail than "acceptable minimum standards". Finally, environmental representations as to the condition of the gravel pit equivalent to those requested from the Vendor in respect of the Property should be given by the Purchaser (i.e. see section 20.03).
10. a clause should be included in Schedule A providing for the installation by the Purchaser of two conduits under the highway for water and power services to the property on the west side. In addition, this Schedule should also confirm the right to install and maintain signage on the highway with respect to the lodge.

- 3 -

11. there is one area where the taking does not allow sufficient width between our frontage road and the toe of the hill. We have requested that the surveyor identify this area and make available a drawing, which we will make available
12. logging will be completed on the area defined by the taking by April 29, which is the transfer date
13. we would suggest the acceptance deadline be revised to March 4.

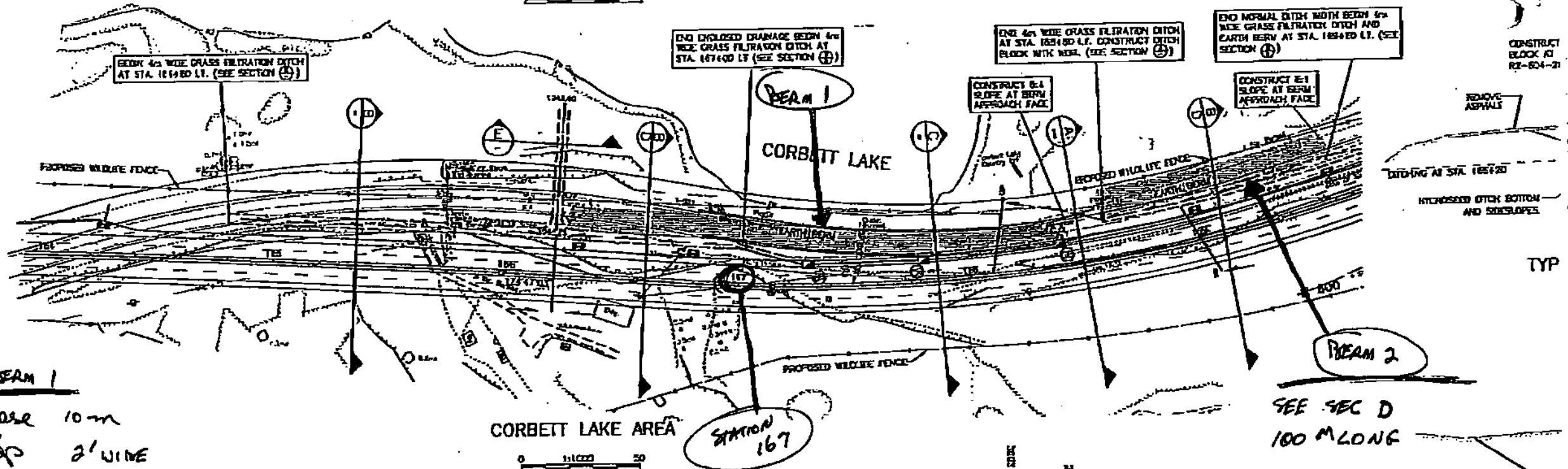
Steve, thanks for your efforts and professional approach to date, we look forward to completing the agreement and getting started. Once you have had an opportunity to review this, it may be best if we meet directly again; I am at your convenience.

Yours truly,

John Keay

LOGANS MARSH AREA

0 1:1000 50



BEAM 1

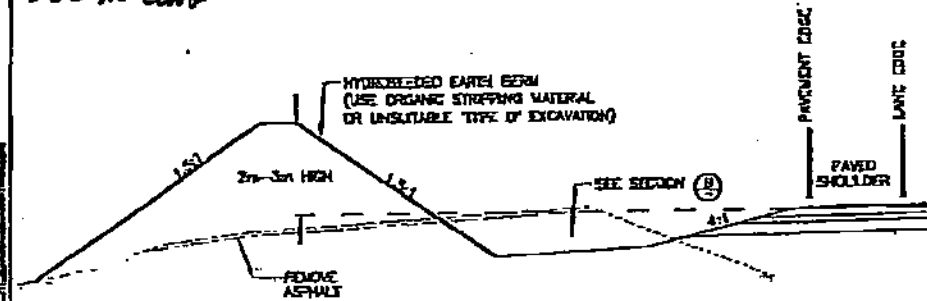
Base 10m

Top 2' WIDE

SEE SEC. C FOR RIGHT OF 167

SEC D FOR LEFT OF 167

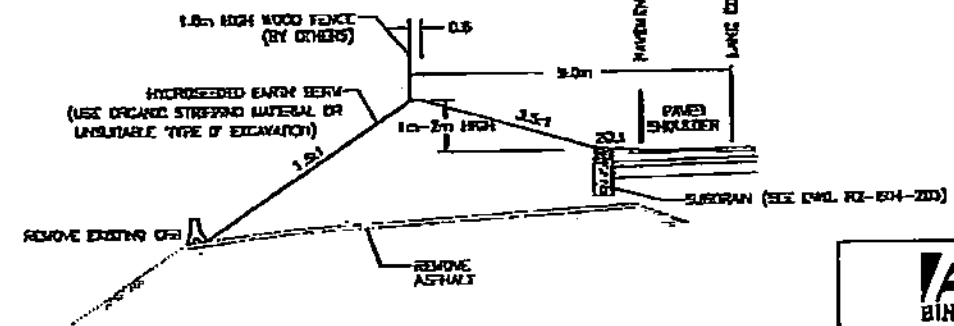
200 M LONG



EARTH BERM WITH WIDE DITCH  
STA 168+32 to Sta 167+00  
STA 168+80 to Sta 169+00

SECTION D

0 1:1000 5



EARTH BERM WITH ENCLOSED DRAINAGE  
STA 167+00 to Sta 168+40

SECTION C

0 1:1000 5

100% DETAIL DESIGN SUBMISSION

		R.F. Binnie & Associates Ltd. CONSULTING ENGINEERS & ARCHITECTS					
SCALE: 0 AS SHOWN		DESIGNED BY: [Signature]		CHECKED BY: [Signature]		DATE: FEB 04, 2005	
DRAWN BY: [Signature]		CHECKED BY: [Signature]		DATE: FEB 04, 2005		DATE: FEB 04, 2005	
REVISIONS		REVISIONS		REVISIONS		REVISIONS	
1		2		3		4	
5		6		7		8	
9		10		11		12	
13		14		15		16	
17		18		19		20	

Feb. 1/05

- Mineral Claims - issue? Not in past.

cc: Steve Kosa.

\* - Nicola Letter: Steve acting on our behalf.  
- fax to Nicola / fax to Steve  
- Courier to Nicola.

- Bryan James:

Douglas Lake:

- Permission to survey OK.  
- offer?

\* Nicola: No permission to survey. (hold).  
- Merle, send letter.

Quilchena: - Ready for offer  
- Permission to survey.

Corbett:

- Interested in land exchange.

- \* - Call Bryan James & District to look at / obtain approval to proceed.
  - obligation to remediate?
  - or sell as is.
  - material needs to be removed?
- Permission to Survey.

- \* - Check with Julian, OK to fence R/W? 120 meters. (\$250/m). - \$30,000.
  - Permit?
  - Liability & cost & maintenance responsibility of owner.
  - 6'



SURVEYOR John Graham.

FILE PS700294

PHONE 378-5535 FAX

PROJECT # 21838 CFS 21838-528

KMS \_\_\_\_\_ PINS \_\_\_\_\_ DIFFICULTY \_\_\_\_\_ MINISTRY ESTIMATE \_\_\_\_\_

STICK # \_\_\_\_\_ AGENT \_\_\_\_\_ Field Contract \_\_\_\_\_

DATE	COMMUNICATION
14 Dec 04	Plan 6.1 (McLean) to Darwin
21 Dec 04	Plan 3.1 <sup>s.22</sup> & 4.1 <sup>s.22</sup> - to Darwin Jan 4/05
4 Jan 05	Advised surveyor to take additional R/L as required, ignore boundary change within surveyed area; use discretion on widenings less than 2m.

[illegible]

Telephone: (250) 378-5535  
Facsimile: (250) 378-5020

# INVOICE

**\$100.00**

John Graham, BCLS, CLS

Date: May 27/66  
 To: Mr. [illegible]  
 From: Debbie L. [illegible]  
 Subject: [illegible]  
 Direct [illegible]  
 No. 254  
 6906  
 2/18/38  
 2/18/38 - 628  
 PREP. ACC  
 ACC. PREC  
 LAND  
 Darren Lincoln

**GRAHAM & ASSOCIATES**  
B.C. & Canada Land Surveyors

Telephone: (250) 378-5535  
Facsimile: (250) 378-5020

2181 Quilchena Avenue  
Box 1129, Merritt, B.C. V1K 1B8

Our file: 04090  
Your file: PS700294

January 27, 2005

Ministry of Transportation  
523 Columbia Street  
Kamloops, B.C. V2C 2T9

Attention: Deborah Luison / Merle Hollington

Re: Survey Plan of Road through District Lots 614 and 1495, KDYD and  
Reference Plan of Part of Lot A, Plan 16314, District Lot 2808, KDYD

Herewith are the original mylars, mylar copies and two paper prints of each of the above plans.

Enclosed as well is our invoice for this work.

I trust that everything will be satisfactory, but please call if you have any questions.

Sincerely



John Graham, BCLS, CLS

**GRAHAM & ASSOCIATES**  
B.C. & Canada Land Surveyors

Telephone: (250) 378-5535  
Facsimile: (250) 378-5020

2181 Quilchena Avenue  
Box 1129, Merritt, B.C. V1K 1B8

Our file: 04090  
Your file: PS7000294

January 27, 2005

Ministry of Transportation  
523 Columbia Street  
Kamloops, B.C. V2C 2T9

Attention: Deborah Luison / Merle Holington

Re: **Contract 253 LM 5117**  
Survey Plan of Road through District Lots 614 and 1495, KDYD and  
Four Reference Plans of Road through:  
Lot A, Plan 19668, District Lot 715, KDYD  
Lot 2, Plan KAP45370, District Lot 715, KDYD  
That part of District Lot 715 lying west of the highway as shown on Plan H8095, KDYD  
Lot A, Plan 16314, District Lot 2808, KDYD

Here is the cost break down of the above job:

Field (crew, equipment and vehicle)	79 hours @ \$ 120.00/hr	\$ 9480.00
Calculations and Draughting	72 hours @ \$ 60.00/hr	4320.00
BCLS, CLS	24 hours @ \$ 100.00/hr	2400.00
Monuments and reference posts: 1 capped post & 31 iron posts		430.00
Miscellaneous: Mylar, printing, shipping, electronic checklist fee, etc.		<u>790.00</u>
Total		\$17420.00

I trust that the foregoing is satisfactory, but I would be pleased to discuss it with you.

Sincerely



John Graham, BCLS, CLS



SOUTHERN INTERIOR REG

	DATE	TIME	TO/FROM	MODE	MIN/SEC	PGS	JOB#	STATUS
12	03/23	10:31	250 378 5535	EC--S	01'43"	003	155	OK



Ministry of  
Transportation

**FACSIMILE**

## Cover Sheet

**To:** John Graham  
**Company:** Graham & Associates  
**Phone:** (250) 378-5535  
**Fax:** (250)378-5020

**From:** Merle Hollington  
**Company:** Properties -Southern Interior  
523 Columbia Street  
Kamloops BC V2C 2T9  
Our file: PS 701267  
**Phone:** (250) 374-4506  
**Fax:** (250) 828-4083

**Date:** March 23, 2005  
**Pages including this**  
**cover page:** 3

**Plans R2-604-107 & 108**

*Merle*



**GRAHAM & ASSOCIATES**  
B.C. & Canada Land Surveyors

Telephone: (250) 378-5535  
Facsimile: (250) 378-5020

2181 Quilchena Avenue  
Box 1129, Merritt, B.C. V1K 1B8

Our file: 05004

March 31, 2005

Ministry of Transportation  
523 Columbia Street  
Kamloops, B.C. V2C 2T9

Attention: Deborah Luison / Merle Hollington

Re: Contract 253 LM 2295  
Two Reference Plans of Road through:  
Remainder District Lots 713, 712, 1180, & 714, KDYD AND  
Remainder District Lots 715, & 1589, KDYD

The break down of costs for the above-mentioned job is as follows:

Field (crew, equipment and vehicle)	80 hours @ \$ 120.00/hr	\$ 9600.00
Calculations and Draughting	75 hours @ \$ 60.00/hr	4500.00
BCLS, CLS	20 hours @ \$ 100.00/hr	2000.00
Monuments and reference posts: 15 capped posts & 35 iron posts		800.00
Miscellaneous: Mylar, printing, shipping, electronic checklist fee, etc.		<u>400.00</u>
		\$ 17300.00

I trust that the foregoing is satisfactory, but I would be pleased to discuss it with you.

Sincerely

John Graham, BCLS, CLS



## Cover Sheet

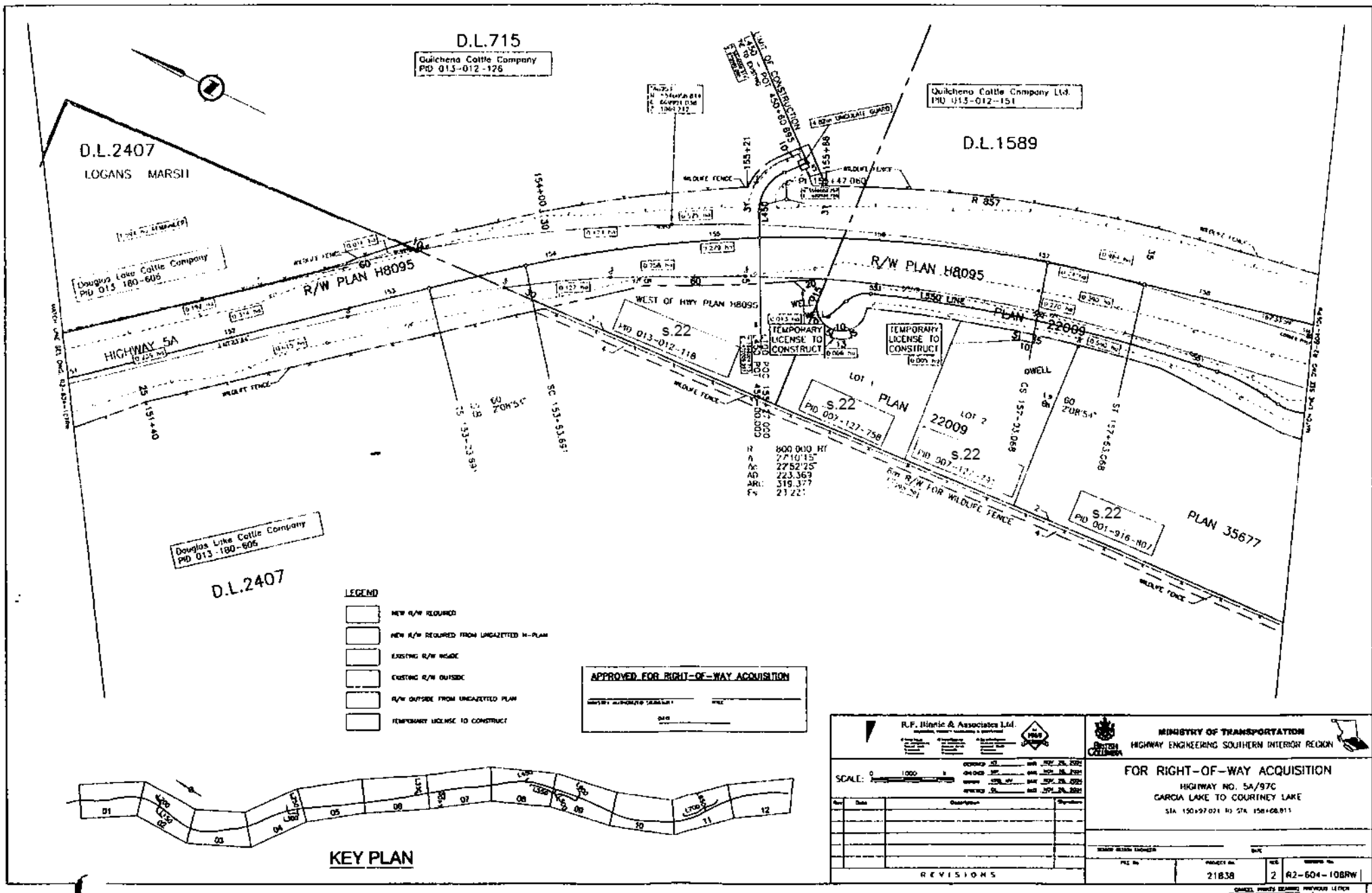
**To:** John Graham  
**Company:** Graham & Associates  
**Phone:** (250) 378-5535  
**Fax:** (250)378-5020

**From:** Merle Hollington  
**Company:** Properties –Southern Interior  
523 Columbia Street  
Kamloops BC V2C 2T9  
Our file: PS 701267  
**Phone:** (250) 374-4506  
**Fax:** (250) 828-4083

**Date:** March 23, 2005  
**Pages including this  
cover page:** 3

Plans R2-604-107 & 108





D.L.715

Outchena Cattle Company  
PID 013-012-126

R 2000.000 L1  
A 514'17"  
Δc 331'04"  
AD 721.466  
ARC 122.798  
Ea 2.165

LOGANS MARSH

ROAD PLAN 19668

R/W PLAN H8095

LOT 2  
PLAN KAP45370

R 2000.000 RT  
A 643'02"  
Δc 459'54"  
AD 147.379  
ARC 174.481  
Ea 3.516

S.22

PID 017-401-753

APPROVED FOR RIGHT-OF-WAY ACQUISITION

MINISTER APPROVED SIGNATORY DATE

D.L.2407

LEGEND

- ☐ NEW R/W REQUIRED
- ☐ NEW R/W ACQUIRED FROM UNREGISTERED H-PLAN
- ☐ EXISTING R/W FENCE
- ☐ EXISTING R/W OUTSIDE
- ☐ R/W OUTSIDE FROM UNREGISTERED PLAN
- ☐ TEMPORARY LICENSE TO CONSTRUCT

LOT A  
PLAN 19668

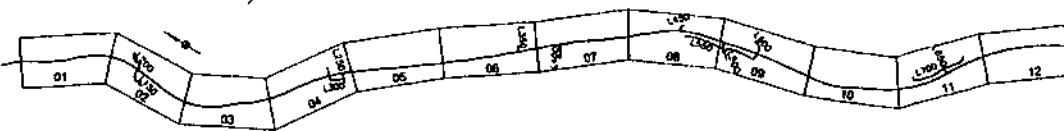
S.22

PID 007-988-419

LOT 1  
PLAN KAP45370

S.22

PID 017-401-755



KEY PLAN

R.F. Blinn & Associates Ltd. Professional Engineer SINCE 1974		
SCALE: 1" = 100'	REVISIONS No. Date Description 1 10/10/21 1.000 2 11/10/21 1.000 3 12/10/21 1.000 4 01/10/22 1.000 5 02/10/22 1.000 6 03/10/22 1.000 7 04/10/22 1.000 8 05/10/22 1.000 9 06/10/22 1.000 10 07/10/22 1.000 11 08/10/22 1.000 12 09/10/22 1.000	

MINISTRY OF TRANSPORTATION HIGHWAY ENGINEERING SOUTHERN INTERIOR REGION			
FOR RIGHT-OF-WAY ACQUISITION HIGHWAY NO. 5A/97C GARCIA LAKE TO COURTNEY LAKE STA. 143+27.127 TO STA. 159+87.001			
SCHOOL REGION COUNCIL	DATE	PROJECT NO.	SHED NO.
		21838	2 R2-504-107RW

CANCEL POINTS BEARING PREVIOUS LETTER



Ministry of  
Transportation

**Property Services**

523 Columbia Street  
Kamloops British Columbia V2C 6G2  
Phone: (250) 828-4284  
Fax: (250) 828-4083

**Courier**

March 21, 2005

Our File: PS700294

Your File: 05004

Graham & Associates  
2181 Quilchena Avenue  
Merritt, B.C., V1K 1B8  
**Phone: 378-5535**

COPY

Attention: John Graham, BCLS, CLS

Dear Mr. Graham,

Re: Courtney to Garcia

---

Pursuant to your email request, here is my copy of the acquisition plans. I hope this helps.

If you have any questions call Merle Hollington at (250) 374-4506 or contact by email at  
s.22

Sincerely,

Deborah Luison  
Property Management/Land Survey Coordinator

Attach.



**Merle Hollington**

---

**From:** "John Graham" <graham@ocis.net>  
**To:** "Merle Hollington" s.22  
**Sent:** Friday, March 18, 2005 12:00 PM  
**Subject:** Hwy 5A - Garcia Lk to Courtney Lake

Hi Merle:

We have lost in the field somewhere, all of the R/W acquisition plans which you sent to us at the beginning of the job. Is there any chance that these could be replaced? We will definitely need the Nicola Ranch part, especially if there are any changes. The others are also useful while we are preparing our plans, particularly the sheet with the areas on it.

Thank you.

John Graham

**GRAHAM & ASSOCIATES**  
B.C. & Canada Land Surveyors

Telephone: (250) 378-5535  
Facsimile: (250) 378-5020

2181 Quilchena Avenue  
Box 1129, Merritt, B.C. V1K 1B8

Our file: 05004  
Your file:

March 15, 2005

Ministry of Transportation  
523 Columbia Street  
Kamloops, B.C. V2C 2T9

SOUTHERN INTERIOR REGION  
Ministry of Transportation

MAR 16 2005

KAMLOOPS, B.C.

Attention: Deborah Luison / Merle Hollington

Re: Survey Plan of Road through Part of Lot 1, Plan 15109, District Lot 2808 and through  
Part of District Lot 2808, KDYD  
Corbett Lake Country Inn Ltd.

Herewith are the original mylar, a mylar copy and two paper prints of the above plan.

I trust that everything will be satisfactory, but please call if you have any questions.

Sincerely



John Graham, BCLS, CLS

**Merle Hollington**

---

**From:** "Lincoln, Darren J TRAN:EX" <Darren.Lincoln@gov.bc.ca>  
**To:** "XT:PAIMSX, Hollington, Merle TRAN:IN" s.22  
**Sent:** Saturday, March 12, 2005 1:59 PM  
**Subject:** Courtney to Garcia

Hi Merle,

Can you give John Graham a call to get an update on the plans for the project.

My number 1 priority will be Corbett Lake plan,  
Number 2 is Douglas Lake (agreement in place).  
Quilchena then Nicola Ranch.

Corbett is crucial.

Look forward to your update.

Thanks,

Darren Lincoln, RI(BC)  
Manager, Property Services  
Ministry of Transportation  
523 Columbia Street  
Kamloops, B.C., V2C 2T9

Ph: (250) 371-3864  
Fax: (250) 828-4083

**Merle Hollington**

---

**From:** "Lincoln, Darren J TRAN:EX" <Darren.Lincoln@gems3.gov.bc.ca>  
**To:** "John Graham" <graham@ocis.net>; "XT:PAIMSX, Hollington, Merle TRAN:IN" s.22  
**Cc:** "Brugger, Mike W TRAN:EX" <Mike.Brugger@gems2.gov.bc.ca>; "Dulay, Rampaul S TRAN:EX" <Rampaul.Dulay@gems8.gov.bc.ca>  
**Sent:** Tuesday, February 15, 2005 3:40 PM  
**Subject:** RE: Hwy 5A - Garcia Lk to Courtney Lake

John,

We will provide a letter advising the staking requirements in addition to your contract(s) for the above. I am meeting with Merle Hollington in the a.m. and she will provide the instruction further to this information.

Thanks,

Darren Lincoln, RI(BC)  
 Manager, Property Services  
 Ministry of Transportation  
 523 Columbia Street  
 Kamloops, B.C., V2C 2T9

Ph: (250) 371-3864  
 Fax: (250) 828-4083

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

**From:** Keith Tompkins [mailto:ktompkins@binnie.com]  
**Sent:** Tuesday, February 15, 2005 3:18 PM  
**To:** John Graham  
**Cc:** Brugger, Mike W TRAN:EX; Dulay, Rampaul S TRAN:EX; Lincoln, Darren J TRAN:EX  
**Subject:** Hwy 5A - Garcia Lk to Courtney Lake

John

Attached find two text files for the toes of fill across the field on Nicola Ranch property between the Hydro Transmission lines and Mathew Lake Road (about 600m length).

The file named BINNIE Toes is the toes of the current design and should be flagged in the field in yellow. The file named NICOLA Toes is a proposed revision and should be flagged in the field in red. Disregard the chainages shown on the two files.

Keith Tompkins, C.Tech.  
 Senior Highway Designer  
 R.F. Binnie and Associates

Phone 604-420-1721  
 Fax 604-420-4743  
 E-mail [ktompkins@binnie.com](mailto:ktompkins@binnie.com)



**\*\*NOTE: This communication (including any attachments) is for the intended recipient only and may contain information that is privileged and confidential. Any unauthorised distribution, disclosure or copying of this communication or attachment is strictly prohibited. If you received this communication in error, please notify the sender immediately and delete this message without making a copy.\*\***

**Merle Hollington**

---

**From:** "Lincoln, Darren J TRAN:EX" <Darren.Lincoln@gems3.gov.bc.ca>  
**To:** "Keith Tompkins" <ktompkins@binnie.com>  
**Cc:** "Dulay, Rampaul S TRAN:EX" <Rampaul.Dulay@gems8.gov.bc.ca>; "XT:PAIMSX, Hollington, Merle TRAN:IN" s.22  
**Sent:** Tuesday, February 15, 2005 11:39 AM  
**Subject:** RE: Hwy 5A

Hi Keith,

It's John Graham - (250) 378-5535.

Merle, we require some additional staking on the Nicola Ranch property as soon as possible in order to resolve an alignment issue. This is the property we were not permitted to survey/pin as of yet until we agree with the alignment. We will require an addition to John Graham's contract for this flagging. Can we discuss Wednesday a.m.

Thanks,

Darren Lincoln, RI(BC)  
 Manager, Property Services  
 Ministry of Transportation  
 523 Columbia Street  
 Kamloops, B.C., V2C 2T9

Ph: (250) 371-3864  
 Fax: (250) 828-4083

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

**From:** Keith Tompkins [mailto:ktompkins@binnie.com]  
**Sent:** Tuesday, February 15, 2005 8:42 AM  
**To:** Lincoln, Darren J TRAN:EX  
**Cc:** Dulay, Rampaul S TRAN:EX  
**Subject:** Hwy 5A

Darren

Could you give me the phone number for the legal surveyor that is doing the survey work on the Garcia Lk to Courtney Lk project. Rampaul wants them to stake out some toes of fill across the Nicola Ranch property.

Keith Tompkins, C.Tech.  
 Senior Highway Designer  
 R.F. Binnie and Associates

Phone 604-420-1721  
 Fax 604-420-4743  
 E-mail ktompkins@binnie.com



**Province of  
British  
Columbia**

**Ministry of  
Transportation**

523 Columbia Street  
Kamloops  
British Columbia  
V2C 2T9  
Phone: (250) 371-3862  
Fax: (250) 828-4083

**Sent Via Courier**

January 29, 2005

File: PS00294-2

Graham & Associates Land Surveyors  
2181 Quilchena Avenue  
Merritt, B.C., V1K 1B8  
**Phone: 378-5535**

**Attention: John Graham, BCLS, CLS**

**COPY**

Dear Mr. Graham,

**Re: Survey and Preparation of (4) Reference Plans of Road in:**  
**DL 2407, KDYD**  
**Lot 5, Plan 22009 and Block A, DL 1589, KDYD**  
**Lot 1, Plan 15109 and Remainder of DL 2808, KDYD**  
**DL 448 KDYD**  
**And**  
**Statutory Right of Way Plan in**  
**DL 2407, KDYD**

**Courtney to Garcia - 2**

Please find enclosed original contract 253-LM-1530 in the amount of \$15,200.00 as per the agreed survey assignment. Please sign and initial the original contract and return to this office at your earliest convenience. A copy of the contract is enclosed for your records.

If you have any questions please call Merle Hollington at (250) 374-4506 or contact her by email at <sup>s.22</sup>

Yours truly,

Deborah Luison  
Property Management/Land Survey Coordinator  
Southern Interior Regional Office

Encl.

Cc: Darren Lincoln, Manager, Property Services, Southern Interior Regional District



**Province of  
British  
Columbia**

**Ministry of  
Transportation**

523 Columbia Street  
Kamloops  
British Columbia  
V2C 2T9  
Phone: (250) 371-3862  
Fax: (250) 828-4083

**Sent Via Courier**

January 29, 2005

File: PS00294-2A

Graham & Associates Land Surveyors  
2181 Quilchena Avenue  
Merritt, B.C., V1K 1B8  
**Phone: 378-5535**

**Attention: John Graham, BCLS, CLS**

COPY

Dear Mr. Graham,

**Re: Survey and Preparation of (2) Reference Plans of Road in:  
Remainder of DL's 713, 712, 1180 & 714, KDYD and  
Remainder DL's 715 & 1589, KDYD**

Please find enclosed original contract 253-LM-2295 in the amount of \$17,300.00 as per the agreed survey assignment. Please sign and initial the original contract and return to this office at your earliest convenience. A copy of the contract is enclosed for your records.

If you have any questions please call Merle Hollington at (250) 374-4506 or contact her by email at s.22

Yours truly,

Deborah Luison  
Property Management/Land Survey Coordinator  
Southern Interior Regional Office

Encl.

Cc: Darren Lincoln, Manager, Property Services, Southern Interior Regional District



***This agreement* MADE BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS  
REPRESENTED BY THE MINISTER OF TRANSPORTATION (HEREIN AFTER CALLED  
THE PROVINCE).**

523 Columbia Street

Kamloops, B.C., V2C 2T9

**AND: Graham & Associates Land Surveyors**

(HEREIN AFTER CALLED THE "CONTRACTOR")

2181 Quilchena Avenue

Merritt, B.C., V1K 1B8

**THE CONTRACTOR HAS OFFERED TO PERFORM THE SERVICES HEREIN DESCRIBED AT THE PRICE AND ON THE TERMS AND CONDITIONS  
SET OUT IN THIS AGREEMENT; AND THE PROVINCE HAS ACCEPTED THE CONTRACTOR'S OFFER. THIS AGREEMENT INCLUDES ALL  
ATTACHMENTS INDICATED BELOW.**

**SHORT DESCRIPTION OF THE WORKS/SERVICES:**

**DETAILS:**

See attached Works/Services Schedule (Courtney to Garcia (2))

<b>Requestor (Print Name):</b> Darren Lincoln		<b>Qualified Receiver (Print Name):</b> Debbie Luison	
<b>COMMENCEMENT DATE (YYYY/MM/DD)</b> 2005/01/31		<b>COMPLETION DATE (YYYY/MM/DD)</b> 2005/03/15	
<b>DESCRIPTION OF PRICE(S)/AGREED RATE(S)</b> Lump Sum Payment		<b>ATTACHMENTS</b> <input checked="" type="checkbox"/> Terms and Conditions <input checked="" type="checkbox"/> H0461a - Work/Services Schedule <input type="checkbox"/> H0461b - Payment Schedule <input type="checkbox"/> H0461c - Reimbursable Travel Expenses <input type="checkbox"/> H0461c-1 - Reimbursable Travel Expenses (Mgmt) <input type="checkbox"/> INS-80 - Insurance Specifications <input type="checkbox"/> INS-132 - Insurance Specifications Professional Services <input type="checkbox"/> H0111 - Certificate of Insurance <input type="checkbox"/> H0461d - Special Conditions (Engineering Assignments) <input type="checkbox"/> H0461d-1 - Special Conditions (Information Systems) <input checked="" type="checkbox"/> H0461d-2 - Special Conditions (Survey Assignments) <input type="checkbox"/> Other _____	
<b>TOTAL PAYMENTS NOT TO EXCEED</b> \$ 15,200.00			

**IN SIGNING THIS AGREEMENT, THE CONTRACTOR AGREES THAT HE/SHE HAS READ AND UNDERSTOOD ALL TERMS AND CONDITIONS OF  
THIS AGREEMENT, INCLUDING THOSE CONTAINED ON ANY AND ALL ATTACHMENTS.**

**Procurement Process and Agreement on Internal Trade (A/T) Form (mandatory):** ☒ Attach H1108 and Forward to Accounts.

**Category Type:** ☐ BI.BI02 For Works OR; ☒ BN.BN02 For Services

<b>Signature of Contractor</b>		<b>Date (yyyy/mm/dd)</b>		<b>Expense Authority Signature</b>		<b>Date (yyyy/mm/dd)</b>	
John Graham, BCLS, CLS				Darren Lincoln, Manager, Property Services			
Print Name and Position				Print Name and Position			
<b>Responsibility</b>	<b>Service Line</b>	<b>STOB</b>	<b>Project</b>	<b>TOTAL \$</b>			
			21838	\$15,200.00			
<b>Responsibility</b>	<b>Service Line</b>	<b>STOB</b>	<b>Project</b>	<b>TOTAL \$</b>			
<b>(Info 1) - CFS - Product</b>	<b>Business Function</b>	<b>(Info 2) - Work Activity</b>	<b>(Info 3) - Cost Type</b>	<b>TOTAL \$</b>			
21838-528				\$15,200.00			



**CONTRACT IDENTIFICATION  
NUMBER**

**253**

**L M**

**1530**

The Contractor will:

- 1) provide works inclusive of: Title/Plan Search, Field Work, Survey Calculations, Monumentation and Completion of (4) **Reference Plans of Road through:**
  - 4.1 DL 2407, KDYD
  - 5.1 Lot 5, DL 1589, KDYD, Plan 22009
  - 5.2 Block A, DL 1589, KDYD
  - 6.1 Lot 1, DL 2808, KDYD, Plan 15109 except Plan KAP68274
  - 6.2 DL 2808, KDYD except Plans 15109, 16314, H811 and KAP68274
  - 8.1 DL 448, KDYD

**AND**

**Statutory Right of Way for Wildlife Fence in:**

**4.1a DL 2407, KDYD**

- 2) provide Survey and Plans in accordance with Part 7 of the Land Title Act and Part 9 of the Surveyor General's "General Survey Instructions".
- 3) Will report to this office (prior to placing monuments) when:
  - areas are larger than those shown on Ministry Control Plan
  - new boundaries do not contain all improvements (Min 3m offset).
  - Boundary issues are encountered i.e. gazettes, crown deletions, previous dedications, other Rights of Way/easements, etc. which are not shown on the Ministry Control Plan
  - Ownership conflicts arise.
- 4) provide separate areas calculated for bodies of water and water courses in accordance with Section 183 of the Surveyor General's "General Survey Instructions".
- 5) provide all necessary Signature Blocks for Owners/Charge Holders on each plan. The signatures, print packages and deposits(s) to be done by this office.
- 6) **Notify the resident owner/occupants of the survey, prior to entering their property.**
- 7) Show on Reference Plans (for each parcel) existing Unsurveyed Roads within the plan area, i.e.(a) Section 4 Roads; (b) Crown deletions or (c) prior gazettes (include date). Areas to be shown as follows:

Contractor

Initials

Ministry Official

Initials

Page 1 of 2

Existing Roads within Plan \_\_\_\_\_ ha. (show separately if more than one)  
New Roads Acquired \_\_\_\_\_ ha.  
Total Road by Plan \_\_\_\_\_ ha.

Show the existing roads (transfer from Ministry drawing) with light broken lines.  
Report any significant differences found in area or location to this office.

- 8) Label Reference Plan(s) "Pursuant to Section 107 of the Land Title Act" (signature block for the Provincial Approving Officer is not required) Signature Block for any Village Approving Officers, if applicable, if required.
- 9) provide an invoice with only shows the billing total and include a summary of the charges as an attachment to each invoice.
- 10) Provide an estimate and an explanatory report upon encounter of any additional work which is beyond the terms and conditions of the contract. Additional work shall not commence without written approval from this office. Claims for additional cost will not be considered unless pre-approval is obtained.
- 11) **Provide returns of an original mylar, mylar copy and two paper prints** submitted to this office by the contract completion date; late completions will affect the rotation of future work.
- 12) Where it is necessary to provide traffic control for the safety of employees and the travelling public, it must be in accordance with the Ministry of Transportation's "Traffic Control Manual for Work on Roadways".

Contractor
Initials

Ministry Official
Initials

Page 2 of 2

## TERMS AND CONDITIONS

Contract Identification Number

253 LM 1530

- 1) This Agreement shall be governed by and construed in accordance with the law of the Province of British Columbia.
  - 2) Every reference to this Agreement shall include the Local Minor Works/Services Contract (H0593), these Terms and Conditions, any Attachments listed on H0593, and any written instructions issued by the Province subsequent to entering into this Agreement.
  - 3) Every reference to the Province shall include the Minister, the Deputy Minister and any person designated by either of them to act on their respective behalf pursuant to this Agreement.
  - 4) Every reference to the Contractor shall include the person, partnership, or company named as the Contractor in this Agreement and any person(s) designated or allowed by the Contractor to act on its behalf pursuant to this Agreement.
  - 5) This Agreement shall be binding upon the Province and its assigns, and upon the Contractor and its successors and permitted assigns.
  - 6) Every reference to the Work shall mean the Contractor's obligations to the Province under this Agreement, including but not limited to the Description of Works/Services.
  - 7) Time is material and of the essence in this Agreement.
  - 8) Title to and ownership of any material, supplies, property, or rights provided by the Province to the Contractor, or produced by the Contractor as a result of this Agreement, shall at all times remain with the Province.
  - 9) Any notice or instruction required or permitted to be given under this Agreement shall be delivered by hand, fax, or prepaid courier to the addresses for the parties shown in this Agreement or at such other address as either party may from time to time designate by notice in writing to the other. Items delivered by courier shall be deemed to be received on the date of delivery.
  - 10) The Province may vary the Work at any time, by providing the Contractor with written instructions in the form of An Amendment.
  - 11) A waiver of any provision or breach by the Contractor of this Agreement shall be effective only if it is in writing and signed by the Province and shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- TERMINATION**
- 12) Notwithstanding any other provision of this Agreement, the Province may, in its sole discretion, terminate this Agreement:
    - a) on ten (10) days prior written notice of termination to the Contractor and the Province shall pay to the Contractor that portion of the amounts described in the Description of Prices(s)/Agreed Rate(s) or the Payment Schedule which is attributable to the portion of the Work completed to the satisfaction of Province prior to the date of termination and such payment shall discharge the Province from all liability to the Contractor under the Agreement.
    - b) where in the opinion of the Province the Contractor fails to observe, perform or comply with any provision of this Agreement and such termination shall be in addition to any other rights and remedies existing or available to the Province under this Agreement or at law.

### 14) PAYMENT

- a) Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor is subject to the provisions of the Financial Administration Act;
- b) The Contractor shall not in any manner whatsoever commit or purport to commit the Province to the payment of any money to any party;
- c) The Contractor shall invoice the Province in accordance with the Description of Price(s)/Agreed Rate(s) and other terms of this Agreement;
- d) Acceptance of any invoice and subsequent payment for the Work, or any portion of the Work, is subject to the invoiced Work having been completed to the satisfaction of the Province;
- e) The Province shall pay to the Contractor the Price(s)/Agreed Rate(s) stated in this Agreement. Payment shall become due and payable 30 days following either the receipt by the Province of the Contractor's invoice OR satisfactory completion of the invoiced work/services, whichever is later.
- f) The Contractor shall accept payment as stated above as full and final compensation for all costs inclusive of taxes, fees and licences incurred in connection with performance of the Work; and
- g) This is to certify that the property and/or services hereby purchased are for the use of, and are being purchased by, the Ministry with Crown Funds, and are therefore not subject to the Goods and Services Tax.





CONTRACT IDENTIFICATION NUMBER

<u>2</u>	<u>5</u>	<u>3</u>	<u>L</u>	<u>M</u>	<u>1</u>	<u>5</u>	<u>3</u>	<u>0</u>
----------	----------	----------	----------	----------	----------	----------	----------	----------

Where there is a conflict between the following Special Conditions and any other terms and conditions of the Consulting Services Contract and/or the Local Minor Works and Services Contract, the following Special Conditions shall prevail.

## **ADDITIONAL CONDITIONS**

### **LAND TITLE ACT**

The Contractor will provide the Services to a satisfactory standard in accordance with the Surveyor General's "Instructions Regarding the Legal Survey of Highway Right of Way" and the Land Title Act.

### **INFORMATION**

Upon the request of the Contractor, the Minister will provide such decisions, instruction, information and acceptances as are reasonably required by the Contractor.

### **COURT APPEARANCES**

Upon the request of the Minister, the Contractor will appear before any court, board or tribunal in connection with the provision of the Services.

### **DISPUTE RESOLUTION**

If any dispute arises between the parties concerning any provision of this agreement which the parties cannot resolve by agreement, the same will be determined by the Board of Management of the Corporation of Land Surveyors of the Province of British Columbia.

Contractor

Initials

Ministry Official

Initials



***This Agreement* MADE BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS  
REPRESENTED BY THE MINISTER OF TRANSPORTATION (HEREIN AFTER CALLED  
THE PROVINCE).**

**523 Columbia Street**

**Kamloops, B.C., V2C 2T9**

**AND: Graham & Associates Land Surveyors**

**(HEREIN AFTER CALLED THE "CONTRACTOR")**

**2181 Quilchena Avenue**

**Merritt, B.C., V1K 1B6**

**THE CONTRACTOR HAS OFFERED TO PERFORM THE SERVICES HEREIN DESCRIBED AT THE PRICE AND ON THE TERMS AND CONDITIONS  
SET OUT IN THIS AGREEMENT; AND THE PROVINCE HAS ACCEPTED THE CONTRACTOR'S OFFER. THIS AGREEMENT INCLUDES ALL  
ATTACHMENTS INDICATED BELOW.**

**SHORT DESCRIPTION OF THE WORKS/SERVICES:**

**DETAILS:**

**see attached Works/Services Schedule - ( Courtney to Garcia - 2A)**

**Requestor (Print Name):** Darren Lincoln

**Qualified Receiver (Print Name):** Debbie Luison

**COMMENCEMENT DATE (YYYY/MM/DD)** 2005/02/01

**COMPLETION DATE (YYYY/MM/DD)** 2005/03/31

**DESCRIPTION OF PRICE(S)/AGREED RATE(S)**  
**Lump Sum Payment**

**ATTACHMENTS**

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Terms and Conditions                                     |
| <input checked="" type="checkbox"/> | H0461a - Work/Services Schedule                          |
| <input type="checkbox"/>            | H0461b - Payment Schedule                                |
| <input type="checkbox"/>            | H0461c - Reimbursable Travel Expenses                    |
| <input type="checkbox"/>            | H0461c-1 - Reimbursable Travel Expenses (Mgmt)           |
| <input type="checkbox"/>            | INS-80 - Insurance Specifications                        |
| <input type="checkbox"/>            | INS-132 - Insurance Specifications Professional Services |
| <input type="checkbox"/>            | H0111 - Certificate of Insurance                         |
| <input type="checkbox"/>            | H0461d - Special Conditions (Engineering Assignments)    |
| <input type="checkbox"/>            | H0461d-1 - Special Conditions (Information Systems)      |
| <input type="checkbox"/>            | H0461d-2 - Special Conditions (Survey Assignments)       |
| <input type="checkbox"/>            | Other _____  |

**TOTAL PAYMENTS NOT TO EXCEED \$ 17,300.00**

**IN SIGNING THIS AGREEMENT, THE CONTRACTOR AGREES THAT HE/SHE HAS READ AND UNDERSTOOD ALL TERMS AND CONDITIONS OF  
THIS AGREEMENT, INCLUDING THOSE CONTAINED ON ANY AND ALL ATTACHMENTS.**

**Procurement Process and Agreement on Internal Trade (AIT) Form (mandatory):** ☒ **Attach H1109 and Forward to Accounts.**

**Category Type:** ☐ **BI.BI02 For Works** OR; ☒ **BN.BN02 For Services**

**Signature of Contractor**

**Date (yyyy/mm/dd)**

**John Graham, BCLS, CLS**

**Print Name and Position**

**Expense Authority Signature**

**Date (yyyy/mm/dd)**

**Darren Lincoln, Manager, Property Services**

**Print Name and Position**

Responsibility	Service Line	STOB	Project 21838	TOTAL \$ \$17,300.00
Responsibility	Service Line	STOB	Project	TOTAL \$
(Info 1) - CFS - Product 21838-528	Business Function	(Info 2) - Work Activity	(Info 3) - Cost Type 21838	TOTAL \$ \$17,300.00

# TERMS AND CONDITIONS

Contract Identification Number  
**253 LM 2295**

- 1) This Agreement shall be governed by and construed in accordance with the law of the Province of British Columbia.
  - 2) Every reference to this Agreement shall include the Local Minor Works/Services Contract (H0583), these Terms and Conditions, any Attachments listed on H0583, and any written instructions issued by the Province subsequent to entering into this Agreement.
  - 3) Every reference to the Province shall include the Minister, the Deputy Minister and any person designated by either of them to act on their respective behalf pursuant to this Agreement.
  - 4) Every reference to the Contractor shall include the person, partnership, or company named as the Contractor in this Agreement and any person(s) designated or allowed by the Contractor to act on its behalf pursuant to this Agreement.
  - 5) This Agreement shall be binding upon the Province and its assigns, and upon the Contractor and its successors and permitted assigns.
  - 6) Every reference to the Work shall mean the Contractor's obligations to the Province under this Agreement, including but not limited to the Description of Works/Services.
  - 7) Time is material and of the essence in this Agreement.
  - 8) Title to and ownership of any material, supplies, property, or rights provided by the Province to the Contractor, or produced by the Contractor as a result of this Agreement, shall at all times remain with the Province.
  - 9) Any notice or instruction required or permitted to be given under this Agreement shall be delivered by hand, fax, or prepaid courier to the addresses for the parties shown in this Agreement or at such other address as either party may from time to time designate by notice in writing to the other. Items delivered by courier shall be deemed to be received on the date of delivery.
  - 10) The Province may vary the Work at any time, by providing the Contractor with written instructions in the form of An Amendment.
  - 11) A waiver of any provision or breach by the Contractor of this Agreement shall be effective only if it is in writing and signed by the Province and shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- TERMINATION**
- 12) Notwithstanding any other provision of this Agreement, the Province may, in its sole discretion, terminate this Agreement:
    - a) on ten (10) days prior written notice of termination to the Contractor and the Province shall pay to the Contractor that portion of the amounts described in the Description of Prices(s)/Agreed Rate(s) or the Payment Schedule which is attributable to the portion of the Work completed to the satisfaction of Province prior to the date of termination and such payment shall discharge the Province from all liability to the Contractor under the Agreement.
    - b) where in the opinion of the Province the Contractor fails to observe, perform or comply with any provision of this Agreement and such termination shall be in addition to any other rights and remedies existing or available to the Province under this Agreement or at law.
  - 13) **THE CONTRACTOR WILL:**
    - a) be an independent contractor and not the servant, employee or agent of the Province;
    - b) obtain and supply all tools, equipment, supplies, labour, materials, licences, permits and approvals necessary to complete the Work, at its own expense, unless otherwise stated in this Agreement;
    - c) comply with all laws, regulations and bylaws, and cooperate with every authority having jurisdiction in connection with the Work;
    - d) at all times maintain a standard of care, skill and diligence in performance of the Work which is normally exercised and observed by persons engaged in the provision of similar Work;
    - e) ensure that all persons employed in connection with the provision of the Work are competent to perform their duties, adequately trained, fully instructed, supervised and shall be the employees of the Contractor and not of the Province;
    - f) use material and supplies of the brand name, if any, specified in this Agreement or, where no brand name is specified, of the best quality available, and shall provide samples of materials and supplies to be used in performing the Work for approval upon the request of the Province;
    - g) upon request of the Province, promptly and fully inform the Province of all Work done in connection with this Agreement and permit the Province at all reasonable times to inspect and review such Work, whether complete or otherwise;
    - h) accept instructions from the Province with respect to the Work; however, the Contractor shall not be subject to the control of the Province in respect of the manner in which such instructions are carried out except as specified in this Agreement;
    - i) not assign this Agreement, nor subcontract any of its obligations under this Agreement without the prior written consent of the Province;
    - j) at all times treat as confidential all documents and other information supplied to or obtained by the Contractor as a result of this Agreement and shall not permit the publication, release or disclosure of the same without the prior written consent of the Province;
    - k) indemnify and save harmless the Province, the Minister and their employees and agents, from and against any and all losses, claims, damages, fines, penalties, actions, causes of action, costs and expenses that the Province, the Minister and their employees and agents may sustain, incur, suffer or be put to at any time or times, whether before, during, or after the expiration or sooner termination of this Agreement, where the same or any of them are based upon, arise out of, or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, Director or subcontractor of the Contractor pursuant to this Agreement;
    - l) maintain the work site free of waste materials and rubbish throughout the Term and leave the work site at the end of the Term in a safe, clean and sanitary condition;
    - m) comply with all of its obligations, including those contained in any Attachments to this Agreement; and
    - n) establish and maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred in form and content satisfactory to the Province and permit the Province to inspect or copy such documents at all reasonable times.
  - 14) **PAYMENT**
    - a) Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor is subject to the provisions of the Financial Administration Act;
    - b) The Contractor shall not in any manner whatsoever commit or purport to commit the Province to the payment of any money to any party;
    - c) The Contractor shall invoice the Province in accordance with the Description of Price(s)/Agreed Rate(s) and other terms of this Agreement;
    - d) Acceptance of any invoice and subsequent payment for the Work, or any portion of the Work, is subject to the invoiced Work having been completed to the satisfaction of the Province;
    - e) The Province shall pay to the Contractor the Price(s)/Agreed Rate(s) stated in this Agreement. Payment shall become due and payable 30 days following either the receipt by the Province of the Contractor's invoice OR satisfactory completion of the invoiced work/services, whichever is later.
    - f) The Contractor shall accept payment as stated above as full and final compensation for all costs inclusive of taxes, fees and licences incurred in connection with performance of the Work; and
    - g) This is to certify that the property and/or services hereby purchased are for the use of, and are being purchased by, the Ministry with Crown Funds, and are therefore not subject to the Goods and Services Tax.



**CONTRACT IDENTIFICATION  
NUMBER**

**253**

**L M**

**2295**

The Contractor will:

- 1) provide works inclusive of: Title/Plan Search, Field Work, Survey Calculations, Monumentation and Completion of (2) Reference Plans of Road through:
  - 2.1 DL 713, KDYD except Plans H17286, 42624 & KAP45453
  - 2.2 DL 712, KDYD except Plan 42624
  - 2.3 DL 1180, KDYD except Plan 42498
  - 2.4 DL 714, KDYD except Plan 42499
  - 3.1 DL 715, KDYD except: (1) that part lying to the west of the west boundary of the Hwy as shown on Plan H8095 and bounded on the south by DL 2407 and on the west by DL 1927 (2) that part lying west of the west boundary of the Hwy as shown on Plan H8095 and bounded on the south by DL 1589 and on the west by DL 2407
  - 3.2 DL 1589, KDYD except that part lying west of the west boundary of the Hwy as shown on Plan H8095
- 2) provide Survey and Plans in accordance with Part 7 of the Land Title Act and Part 9 of the Surveyor General's "General Survey Instructions".
- 3) Will report to this office (prior to placing monuments) when:
  - areas are larger than those shown on Ministry Control Plan
  - new boundaries do not contain all improvements (Min 3m offset).
  - Boundary issues are encountered i.e. gazettes, crown deletions, previous dedications, other Rights of Way/easements, etc. which are not shown on the Ministry Control Plan
  - Ownership conflicts arise.
- 4) provide separate areas calculated for bodies of water and water courses in accordance with Section 183 of the Surveyor General's "General Survey Instructions".
- 5) provide all necessary Signature Blocks for Owners/Charge Holders on each plan. The signatures, print packages and deposits(s) to be done by this office.
- 6) Notify the resident owner/occupants of the survey, prior to entering their property.
- 7) Show on Reference Plans (for each parcel) existing Unsurveyed Roads within the plan area, i.e.(a) Section 4 Roads; (b) Crown deletions or (c) prior gazettes (include date). Areas to be shown as follows:

Contractor

Initials

Ministry Official

Initials

Page 1 of 2

Existing Roads within Plan \_\_\_\_\_ ha. (show separately if more than one)  
New Roads Acquired \_\_\_\_\_ ha.  
Total Road by Plan \_\_\_\_\_ ha.

Show the existing roads (transfer from Ministry drawing) with light broken lines.  
Report any significant differences found in area or location to this office.

- 8) Label Reference Plan(s) "Pursuant to Section 107 of the Land Title Act" (signature block for the Provincial Approving Officer is not required) Signature Block for any Village Approving Officers, if applicable, if required.
- 9) provide an invoice with only shows the billing total and include a summary of the charges as an attachment to each invoice.
- 10) Provide an estimate and an explanatory report upon encounter of any additional work which is beyond the terms and conditions of the contract. Additional work shall not commence without written approval from this office. Claims for additional cost will not be considered unless pre-approval is obtained.
- 11) Provide returns of an original mylar, mylar copy and two paper prints submitted to this office by the contract completion date; late completions will affect the rotation of future work.
- 12) Where it is necessary to provide traffic control for the safety of employees and the travelling public, it must be in accordance with the Ministry of Transportation's "Traffic Control Manual for Work on Roadways".

Contractor
Initials

Ministry Official
Initials

Page 2 of 2



CONTRACT IDENTIFICATION NUMBER

<u>2</u>	<u>5</u>	<u>3</u>	<u>L</u>	<u>M</u>	<u>2</u>	<u>2</u>	<u>9</u>	<u>5</u>
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Where there is a conflict between the following Special Conditions and any other terms and conditions of the Consulting Services Contract and/or the Local Minor Works and Services Contract, the following Special Conditions shall prevail.

## **ADDITIONAL CONDITIONS**

### **LAND TITLE ACT**

The Contractor will provide the Services to a satisfactory standard in accordance with the Surveyor General's "Instructions Regarding the Legal Survey of Highway Right of Way" and the Land Title Act.

### **INFORMATION**

Upon the request of the Contractor, the Minister will provide such decisions, instruction, information and acceptances as are reasonably required by the Contractor.

### **COURT APPEARANCES**

Upon the request of the Minister, the Contractor will appear before any court, board or tribunal in connection with the provision of the Services.

### **DISPUTE RESOLUTION**

If any dispute arises between the parties concerning any provision of this agreement which the parties cannot resolve by agreement, the same will be determined by the Board of Management of the Corporation of Land Surveyors of the Province of British Columbia.

Contractor

Initials

Ministry Official

Initials



**GRAHAM & ASSOCIATES**  
B.C. & Canada Land Surveyors

Telephone: (250) 378-5535  
Facsimile: (250) 378-5020

2181 Quilchena Avenue  
Box 1129, Merritt, B.C. V1K 1B8

Our file: 05004

January 26, 2005

Ministry of Transportation  
523 Columbia Street  
Kamloops, B.C. V2C 2T9

VIA FAX: 828 4083

Attention: Deborah Luison / Merle Hollington

Re: Two Reference Plans of Road through:  
Remainder District Lots 713, 712, 1180, & 714, KDYD AND  
Remainder District Lots 715, & 1589, KDYD

Our estimate for the survey work outlined in your letter of January 18, 2005 is \$ 17,300.00, broken down as follows:

Field (crew, equipment and vehicle)	80 hours @ \$ 120.00/hr	\$ 9600.00
Calculations and Draughting	75 hours @ \$ 60.00/hr	4500.00
BCLS, CLS	20 hours @ \$ 100.00/hr	2000.00
Monuments and reference posts: 15 capped posts & 35 iron posts		800.00
Miscellaneous: Mylar, printing, shipping, electronic checklist fee, etc.		<u>400.00</u>
		\$ 17300.00

The above estimate is based on the requirements and conditions, as we understand them at this time. It includes fieldwork to locate and tie existing monuments, posting the new boundaries and preparation of the required two plans. We expect that some of the existing monumentation will not be found and need to be replaced. Several ties to District Lot corners are necessary, but none are very long. We have allowed for cold temperatures, but severe weather conditions could increase the cost.

I trust that the foregoing is satisfactory, but I would be pleased to discuss it with you.

Sincerely

John Graham, BCLS, CLS



**GRAHAM & ASSOCIATES**  
B.C. & Canada Land Surveyors

Telephone: (250) 378-5535  
Facsimile: (250) 378-5020

2181 Quilchena Avenue  
Box 1129, Merritt, B.C. V1K 1B8

Our file: 05004A

January 26, 2005

Ministry of Transportation  
523 Columbia Street  
Kamloops, B.C. V2C 2T9

VIA FAX: 828 4083

Attention: Deborah Luison / Merle Hollington

Re: Four Reference Plans of Road through:  
District Lot 2407, KDYD  
Lot 5, Plan 22009, and Block A, District Lot 1589, KDYD.  
Lot 1, Plan 15109, and Remainder, District Lot 2808, KDYD.  
District Lot 448, KDYD, AND  
Statutory Right of Way Plan, D.L. 2407, KDYD

Our estimate for the survey work outlined in your letter of January 18, 2005 is \$15,200.00, broken down as follows:

Field (crew, equipment and vehicle)	70 hours @ \$ 120.00/hr	\$ 8400.00
Calculations and Draughting	65 hours @ \$ 60.00/hr	3900.00
BCLS, CLS	20 hours @ \$ 100.00/hr	2000.00
Monuments and reference posts: 3 capped posts & 23 iron posts		400.00
Miscellaneous: Mylar, printing, shipping, electronic checklist fee, etc.		<u>500.00</u>
		\$ 15200.00

The above estimate is based on the requirements and conditions, as we understand them at this time. It includes fieldwork to locate and tie existing monuments, posting the new boundaries and preparation of the required five plans. We expect that some of the existing monumentation will not be found and need to be replaced. Several ties to District Lot corners are necessary, but none are very long. We have allowed for cold temperatures, but severe weather conditions could increase the cost.

I trust that the foregoing is satisfactory, but I would be pleased to discuss it with you.

Sincerely

John Graham, BCLS, CLS





**Sent Via Courier**  
January 18, 2005

Our file: PS700294-(2)

John Graham  
2181 Quilchena Avenue  
Merritt, B.C., V1K 1B8  
**Phone: 378-5535**

COPY

**Attention: John Graham, BCLS**

Dear Mr. Graham

**Re: A) Survey and preparation of Survey Plan of Road in:**

**1.1) Unsurveyed Crown Land adjacent to DL 713, KDYD**

**B) Survey and Preparation of Reference Plans of Road in:**

**2.1) DL 703, KDYD except Plans H17286, 42624 and KAP45453**

**2.2) DL 712, KDYD except Plan 42624**

**2.3) DL 1180, KDYD except Plan 42498**

**2.4) DL 714, KDYD except Plan 42499**

**3.1) DL 715, KDYD except: (1) that part lying to the west of the west boundary of the Hwy as shown on Plan H8095 and bounded on the south by DL 2407 and on the west by DL 1927 (2) that part lying west of the west boundary of the Hwy as shown on Plan H8095 and bounded on the south by DL 1589 and on the west by DL 2407**

**3.2) DL 1589, KDYD except that part lying west of the west boundary of the Hwy as shown on Plan H8095**

**4.1) DL 2407, KDYD**

**5.1) Lot 5, DL 1589, KDYD, Plan 22009**

**5.2) Block A, DL 1589, KDYD**

**✓ 6.1) Lot 1, DL 2808, KDYD, Plan 15109 except Plan KAP68274**

**✓ 6.2) DL 2808, KDYD except Plans 15109, 16314, H811 and KAP68274**

**7.1) Lot A, DL 2808, KDYD, Plan 16314**

**8.1) DL 448, KDYD**

**C) Statutory Right of Way for Wildlife Fence in:**

**4.1a) DL 2407, KDYD**

**Hwy 97C – Courtney to Garcia**

Further to my telephone call please provide an estimate for the above noted plans. A copy of a Ministry Drawings, showing the areas required for road right of way outlined in red and SRW for Fence coloured in yellow, are enclosed along with copies of current land titles, charges and some plans of the area.

The plans through private lands are required in 4 to 6 weeks and the Crown and BCTFA plans are required in 6 to 8 weeks.

The estimate shall include an itemized list (rates, quantity and time) for: each class of labour, equipment, material, travel, # of monuments, etc). Also provide a brief summary of the anticipated work (additional ties, monument replacements, etc.)

I shall anticipate your forwarding an estimate to me by fax at (250) 828-4083 or by email to s.22 If you have any questions you need answered regarding this assignment please call Merle Hollington at 374-4506.

Yours truly,

Deborah Luison  
Property Management/Land Survey Coordinator

CC: Darren Lincoln, Manager, Property Services, Southern Interior Region



**GRAHAM & ASSOCIATES**  
B.C. & Canada Land Surveyors

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Box 1129, Merritt, B.C. V1K 1B8

Our file: 05004

January 26, 2005

Ministry of Transportation  
523 Columbia Street  
Kamloops, B.C. V2C 2T9

VIA FAX: 828 4083

Attention: Deborah Luison / Merle Hollington

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Remainder District Lots 713, 712, 1180, & 714, KDYD AND  
Remainder District Lots 715, & 1589, KDYD

Our estimate for the survey work outlined in your letter of January 18, 2005 is \$ 17,300.00,  
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BCLS, CLS	20 hours @ \$ 100.00/hr	2000.00
Monuments and reference posts: 15 capped posts & 35 iron posts		800.00
Miscellaneous: Mylar, printing, shipping, electronic checklist fee, etc.		400.00
		<u>\$ 17300.00</u>

The above estimate is based on the requirements and conditions, as we understand them at this time. It includes fieldwork to locate and tie existing monuments, posting the new boundaries and preparation of the required two plans. We expect that some of the existing monumentation will not be found and need to be replaced. Several ties to District Lot corners are necessary, but none are very long. We have allowed for cold temperatures, but severe weather conditions could increase the cost.

I trust that the foregoing is satisfactory, but I would be pleased to discuss it with you.

Sincerely

John Graham, BCLS, CLS

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2181 Quilchena Avenue  
Box 1129, Merritt, B.C. V1K 1B8

Our file: 05004A

January 26, 2005

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523 Columbia Street  
Kamloops, B.C. V2C 2T9

VIA FAX: 828 4083

Attention: Deborah Luison / Merle Hollington

Re: Four Reference Plans of Road through:  
District Lot 2407, KDYD  
Lot 5, Plan 22009, and Block A, District Lot 1589, KDYD.  
Lot 1, Plan 15109, and Remainder, District Lot 2808, KDYD.  
District Lot 448, KDYD, AND  
Statutory Right of Way Plan, D.L. 2407, KDYD

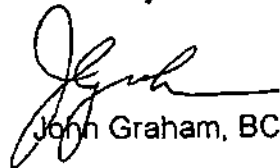
Our estimate for the survey work outlined in your letter of January 18, 2005 is \$15,200.00,  
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BCLS, CLS	20 hours @ \$ 100.00/hr	2000.00
Monuments and reference posts: 3 capped posts & 23 iron posts		400.00
Miscellaneous: Mylar, printing, shipping, electronic checklist fee, etc.		<u>500.00</u>
		\$ 15200.00

The above estimate is based on the requirements and conditions, as we understand them at this time. It includes fieldwork to locate and tie existing monuments, posting the new boundaries and preparation of the required five plans. We expect that some of the existing monumentation will not be found and need to be replaced. Several ties to District Lot corners are necessary, but none are very long. We have allowed for cold temperatures, but severe weather conditions could increase the cost.

I trust that the foregoing is satisfactory, but I would be pleased to discuss it with you.

Sincerely



John Graham, BCLS, CLS

 **Lincoln, Darren J TRAN:EX**

---

**From:** Lincoln, Darren J TRAN:EX  
**Sent:** Tuesday, February 15, 2005 3:40 PM  
**To:** John Graham; XT:PAIMSX, Hollington, Merle TRAN:IN  
**Cc:** Brugger, Mike W TRAN:EX; Dulay, Rampaul S TRAN:EX  
**Subject:** RE: Hwy 5A - Garcia Lk to Courtney Lake

John,

We will provide a letter advising the staking requirements in addition to your contract(s) for the above. I am meeting with Merle Hollington in the a.m. and she will provide the instruction further to this information.

Thanks,

Darren Lincoln, RI(BC)  
Manager, Property Services  
Ministry of Transportation  
523 Columbia Street  
Kamloops, B.C., V2C 2T9

Ph: (250) 371-3864  
Fax: (250) 828-4083

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

**From:** Keith Tompkins [mailto:ktompkins@binnie.com]  
**Sent:** Tuesday, February 15, 2005 3:18 PM  
**To:** John Graham  
**Cc:** Brugger, Mike W TRAN:EX; Dulay, Rampaul S TRAN:EX; Lincoln, Darren J TRAN:EX  
**Subject:** Hwy 5A - Garcia Lk to Courtney Lake

John

Attached find two text files for the toes of fill across the field on Nicola Ranch property between the Hydro Transmission lines and Mathew Lake Road (about 600m length).

The file named BINNIE Toes is the toes of the current design and should be flagged in the field in yellow. The file named NICOLA Toes is a proposed revision and should be flagged in the field in red. Disregard the chainages shown on the two files. = >

Keith Tompkins, C.Tech.  
Senior Highway Designer  
R.F. Binnie and Associates

Phone 604-420-1721  
Fax 604-420-4743  
E-mail [ktompkins@binnie.com](mailto:ktompkins@binnie.com)

**Lincoln, Darren J TRAN:EX**

---

**From:** XT:PAIMSX, Hollington, Merle TRAN:IN  
**Sent:** Monday, March 14, 2005 8:41 AM  
**To:** Lincoln, Darren J TRAN:EX  
**Subject:** Re: Courtney to Garcia

Corbett is posted and the plan should be sent today.  
Douglas Lake is posted and will be coming next.  
Quilchena is next.  
Nicola - is there an agreement Yet?

MH

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

From: "Lincoln, Darren J TRAN:EX" <Darren.J.lincoln@gov.bc.ca>  
To: "XT:PAIMSX, Hollington, Merle TRAN:IN" s.22  
Sent: Saturday, March 12, 2005 1:59 PM  
Subject: Courtney to Garcia

> Hi Merle,  
>  
> Can you give John Graham a call to get an update on the plans for the  
> project.  
>  
> My number 1 priority will be Corbett Lake plan,  
> Number 2 is Douglas Lake (agreement in place).  
> Quilchena then Nicola Ranch.  
>  
> Corbett is crucial.  
>  
> Look forward to your update.  
>  
> Thanks,  
>  
> Darren Lincoln, RI(BC)  
> Manager, Property Services  
> Ministry of Transportation  
> 523 Columbia Street  
> Kamloops, B.C., V2C 2T9  
>  
> Ph: (250) 371-3864  
> Fax: (250) 828-4083  
>  
>  
>

## **Lincoln Darren J TRAN:EX**

---

**From:** Kosa, Steve [SKosa@bcbc.bc.ca]  
**Sent:** Tuesday, February 08, 2005 8:47 PM  
**To:** Lincoln, Darren J TRAN:EX  
**Subject:** Courtenay - Garcia

Darren

1. I will be at the Nicola meeting this Thursday @ 8:30 - I can be in your office the balance of the day to discuss other files & prepare offers - also I need to see Mark regarding Osoyoos
2. OK for surveyor to flag & pin Corbett, Quilchena, Douglas Lake
3. I will be sending an excel spreadsheet tomorrow (Wed) with the taking, license to construct areas after I speak to Keith @ R.F. Binnie
4. I am meeting with Douglas Lake this Fri. @ 9:00 to hopefully present an offer <sup>s.22</sup>  
I have a call into Corbett & would like to meet with John Keay at <sup>s.22</sup> office early next week - unfortunately Guy Rose (Quilchena) <sup>s.22</sup> I will attempt to get an offer in front of him next Tues. or Wed.
5. Land Value - in July 2000 we paid Douglas Lake \$1,510 / acre - Kent MacPherson is suggesting \$1,500 / ac. for the Corbett Takings - I recommend we go with \$2,000 / acre to all property owners now - we will need to discuss backup to this conclusion (what do we leave with Douglas Lake & Quilchena as support)
6. **Corbett Offer - things to address**
  - Land exchange - takings vs. Pit remainder - taking area 12.39 ac @ \$2,000/ac = \$24,780 - Pit remainder 7.86 ac @ \$3,750/ac = 29,475 less costs to reclaim \$16,350 = \$13,125, therefore credit difference of \$11,650 to MoT
  - They want a fence on top of the berm at the lake (120 m) - Rampaul has indicated costs to be \$30,000 for concrete (\$250/ ft.) or \$18,000 for cedar (\$150) - this item has been previously been discussed as a negotiable item and at one point John Keay indicated they would share in the cost
  - They want their driveway paved to the lodge since it is paved now
  - The well needs to be replaced
  - License to construct areas
7. **Quilchena Offer - things to address**
  - Logans Marsh - Douglas Lake wants MoT to purchase Logans Marsh then make it part of negotiations to Quilchena - I have not approached Quilchena on this yet
  - Taking & License To Construct areas
  - Does MoT want gravel from their pit?
8. **Douglas Lake Offer - things to address**
  - Logans Marsh (1.96 ha.) - Douglas Lake wants MoT to purchase then make it part of negotiations to Quilchena - at our last meeting Darren we also discussed the possibility of MoT retaining for environmental reasons. Douglas Lake is concerned that if this remained MoT it could be sold sometime in the future - perhaps we could put something in the offer that would guarantee MoT would not sell & maintain?
  - They want wildlife fencing, also new fence goes up before old one comes down
  - Fence behind subdivision - SRW for minimal cost in exchange for MoT to maintain - reference in the offer however

make it a separate agreement

- T~~he~~ & License to Construct areas
- They want to be paid for ungazetted land

9. **Other**

- Darren at our last meeting you were going to check into the Pit being depleted and if District would allow the berm and fence to be within the new R/W at the Lake
- Rampaul was going to address the best way to handle the well for Corbett and get ALC blessing if Logans Marsh was sold to Quilchena (in application)

I will call you in the morning

Steve



**GRAHAM & ASSOCIATES**  
B.C. & Canada Land Surveyors

Telephone: (250) 378-5535  
Facsimile: (250) 378-5020

2181 Quilchena Avenue  
Box 1129, Merritt, B.C. V1K 1B8

**INVOICE**

Our file: 04090  
Your file: PS7000294

January 27, 2005

Ministry of Transportation  
523 Columbia Street  
Kamloops, B.C. V2C 2T9

Attention: Deborah Luison / Merle Holington

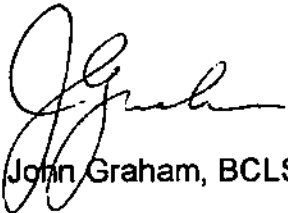
Re: **Contract 253 LM 5117**

Survey Plan of Road through District Lots 614 and 1495, KDYD and  
Four Reference Plans of Road through:  
Lot A, Plan 19668, District Lot 715, KDYD  
Lot 2, Plan KAP45370, District Lot 715, KDYD  
That part of District Lot 715 lying west of the highway as shown on Plan H8095, KDYD  
Lot A, Plan 16314, District Lot 2808, KDYD

**Our Fee**

**\$17420.00**

Date Goods Received	Jan 31 / 05
Quantity Received	17420.00
Signature	Debbie Luison
Print Name	Debbie Luison
PO / Contract #	253 LM 5117
Final Payment	YES / NO
IF Receipt #	5858
NO. 35	Printed Name
CLS	

  
John Graham, BCLS

INFO 1 - PAYMENT

BLS - 17420.00

INFO 2 - WORK ACT

INFO 3 - COST / PO

CLS - 17420.00  
BLS - 17420.00  
BLS - 17420.00  
BLS - 17420.00

Goods rec'd.  
OK to pay

Expense Authority Signature

Date

Print Name



**Province of  
British  
Columbia**

**Ministry of  
Transportation**

523 Columbia Street  
Kamloops  
British Columbia  
V2C 2T9  
Phone: (250) 371-3862  
Fax: (250) 828-4083

**Sent Via Courier**

January 29, 2005

File: PS00294-2A

Graham & Associates Land Surveyors  
2181 Quilchena Avenue  
Merritt, B.C., V1K 1B8  
**Phone: 378-5535**

**Attention: John Graham, BCLS, CLS**

Dear Mr. Graham,

**Re: Survey and Preparation of (2) Reference Plans of Road in:  
Remainder of DL's 713, 712, 1180 & 714, KDYD and  
Remainder DL's 715 & 1589, KDYD**

Please find enclosed original contract 253-LM-2295 in the amount of \$17,300.00 as per the agreed survey assignment. Please sign and initial the original contract and return to this office at your earliest convenience. A copy of the contract is enclosed for your records.

If you have any questions please call Merle Hollington at (250) 374-4506 or contact her by email at s.22

Yours truly,

Deborah Luison  
Property Management/Land Survey Coordinator  
Southern Interior Regional Office

Encl.

Cc: Darren Lincoln, Manager, Property Services, Southern Interior Regional District

**This Agreement MADE BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS  
REPRESENTED BY THE MINISTER OF TRANSPORTATION (HEREIN AFTER CALLED  
THE PROVINCE).

523 Columbia Street

Kamloops, B.C., V2C 2T9

AND: **Graham & Associates Land Surveyors**

(HEREIN AFTER CALLED THE "CONTRACTOR")

2181 Quilchena Avenue

Merritt, B.C., V1K 1B6

THE CONTRACTOR HAS OFFERED TO PERFORM THE SERVICES HEREIN DESCRIBED AT THE PRICE AND ON THE TERMS AND CONDITIONS  
SET OUT IN THIS AGREEMENT; AND THE PROVINCE HAS ACCEPTED THE CONTRACTOR'S OFFER. THIS AGREEMENT INCLUDES ALL  
ATTACHMENTS INDICATED BELOW.

## SHORT DESCRIPTION OF THE WORKS/SERVICES:

## DETAILS:

see attached Works/Services Schedule - ( Courtney to Garcia - 2A)

Requestor (Print Name): Darren Lincoln

Qualified Receiver (Print Name): Debbie Luison

COMMENCEMENT DATE (YYYY/MM/DD) 2005/02/01

COMPLETION DATE (YYYY/MM/DD) 2005/03/31

DESCRIPTION OF PRICE(S)/AGREED RATE(S)

Lump Sum Payment

## ATTACHMENTS

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Terms and Conditions                                     |
| <input checked="" type="checkbox"/> | H0461a - Work/Services Schedule                          |
| <input type="checkbox"/>            | H0461b - Payment Schedule                                |
| <input type="checkbox"/>            | H0461c - Reimbursable Travel Expenses                    |
| <input type="checkbox"/>            | H0461c-1 - Reimbursable Travel Expenses (Mgmt)           |
| <input type="checkbox"/>            | INS-80 - Insurance Specifications                        |
| <input type="checkbox"/>            | INS-132 - Insurance Specifications Professional Services |
| <input type="checkbox"/>            | H0111 - Certificate of Insurance                         |
| <input type="checkbox"/>            | H0461d - Special Conditions (Engineering Assignments)    |
| <input type="checkbox"/>            | H0461d-1 - Special Conditions (Information Systems)      |
| <input type="checkbox"/>            | H0461d-2 - Special Conditions (Survey Assignments)       |
| <input type="checkbox"/>            | Other _____  |

TOTAL PAYMENTS NOT TO EXCEED \$ 17,300.00

IN SIGNING THIS AGREEMENT, THE CONTRACTOR AGREES THAT HE/SHE HAS READ AND UNDERSTOOD ALL TERMS AND CONDITIONS OF  
THIS AGREEMENT, INCLUDING THOSE CONTAINED ON ANY AND ALL ATTACHMENTS.

Procurement Process and Agreement on Internal Trade (AIT) Form (mandatory): ☒ Attach H1109 and Forward to Accounts.Category Type: ☐ BI.BI02 For Works OR; ☒ BN.BN02 For Services

Signature of Contractor

Date (yyyy/mm/dd)

John Graham, BCLS, CLS

Print Name and Position

Expense Authority Signature

Date (yyyy/mm/dd)

Darren Lincoln, Manager, Property Services

Print Name and Position

Responsibility	Service Line	STOB	Project 21838	TOTAL \$ \$17,300.00
Responsibility	Service Line	STOB	Project	TOTAL \$
(Info 1) - CFS - Product 21838-528	Business Function	(Info 2) - Work Activity	(Info 3) - Cost Type 21838	TOTAL \$ \$17,300.00

# TERMS AND CONDITIONS

Contract Identification Number  
**253 LM 2295**

- 1) This Agreement shall be governed by and construed in accordance with the law of the Province of British Columbia.
  - 2) Every reference to this Agreement shall include the Local Minor Works/Services Contract (H0583), these Terms and Conditions, any Attachments listed on H0583, and any written instructions issued by the Province subsequent to entering into this Agreement.
  - 3) Every reference to the Province shall include the Minister, the Deputy Minister and any person designated by either of them to act on their respective behalf pursuant to this Agreement.
  - 4) Every reference to the Contractor shall include the person, partnership, or company named as the Contractor in this Agreement and any person(s) designated or allowed by the Contractor to act on its behalf pursuant to this Agreement.
  - 5) This Agreement shall be binding upon the Province and its assigns, and upon the Contractor and its successors and permitted assigns.
  - 6) Every reference to the Work shall mean the Contractor's obligations to the Province under this Agreement, including but not limited to the Description of Works/Services.
  - 7) Time is material and of the essence in this Agreement.
  - 8) Title to and ownership of any material, supplies, property, or rights provided by the Province to the Contractor, or produced by the Contractor as a result of this Agreement, shall at all times remain with the Province.
  - 9) Any notice or instruction required or permitted to be given under this Agreement shall be delivered by hand, fax, or prepaid courier to the addressee for the parties shown in this Agreement or at such other address as either party may from time to time designate by notice in writing to the other. Items delivered by courier shall be deemed to be received on the date of delivery.
  - 10) The Province may vary the Work at any time, by providing the Contractor with written instructions in the form of An Amendment.
  - 11) A waiver of any provision or breach by the Contractor of this Agreement shall be effective only if it is in writing and signed by the Province and shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- TERMINATION**
- 12) Notwithstanding any other provision of this Agreement, the Province may, in its sole discretion, terminate this Agreement:
    - a) on ten (10) days prior written notice of termination to the Contractor and the Province shall pay to the Contractor that portion of the amounts described in the Description of Prices(s)/Agreed Rate(s) or the Payment Schedule which is attributable to the portion of the Work completed to the satisfaction of Province prior to the date of termination and such payment shall discharge the Province from all liability to the Contractor under the Agreement.
    - b) where in the opinion of the Province the Contractor fails to observe, perform or comply with any provision of this Agreement and such termination shall be in addition to any other rights and remedies existing or available to the Province under this Agreement or at law.
  - 13) **THE CONTRACTOR WILL:**
    - a) be an independent contractor and not the servant, employee or agent of the Province;
    - b) obtain and supply all tools, equipment, supplies, labour, materials, licences, permits and approvals necessary to complete the Work, at its own expense, unless otherwise stated in this Agreement;
    - c) comply with all laws, regulations and bylaws, and cooperate with every authority having jurisdiction in connection with the Work;
    - d) at all times maintain a standard of care, skill and diligence in performance of the Work which is normally exercised and observed by persons engaged in the provision of similar Work;
    - e) ensure that all persons employed in connection with the provision of the Work are competent to perform their duties, adequately trained, fully instructed, supervised and shall be the employees of the Contractor and not of the Province;
    - f) use material and supplies of the brand name, if any, specified in this Agreement or, where no brand name is specified, of the best quality available, and shall provide samples of materials and supplies to be used in performing the Work for approval upon the request of the Province;
    - g) upon request of the Province, promptly and fully inform the Province of all Work done in connection with this Agreement and permit the Province at all reasonable times to inspect and review such Work, whether complete or otherwise;
    - h) accept instructions from the Province with respect to the Work; however, the Contractor shall not be subject to the control of the Province in respect of the manner in which such instructions are carried out except as specified in this Agreement;
    - i) not assign this Agreement, nor subcontract any of its obligations under this Agreement without the prior written consent of the Province;
    - j) at all times treat as confidential all documents and other information supplied to or obtained by the Contractor as a result of this Agreement and shall not permit the publication, release or disclosure of the same without the prior written consent of the Province;
    - k) indemnify and save harmless the Province, the Minister and their employees and agents, from and against any and all losses, claims, damages, fines, penalties, actions, causes of action, costs and expenses that the Province, the Minister and their employees and agents may sustain, incur, suffer or be put to at any time or times, whether before, during, or after the expiration or sooner termination of this Agreement, where the same or any of them are based upon, arise out of, or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, Director or subcontractor of the Contractor pursuant to this Agreement;
    - l) maintain the work site free of waste materials and rubbish throughout the Term and leave the work site at the end of the Term in a safe, clean and sanitary condition;
    - m) comply with all of its obligations, including those contained in any Attachments to this Agreement; and
    - n) establish and maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred in form and content satisfactory to the Province and permit the Province to inspect or copy such documents at all reasonable times.
  - 14) **PAYMENT**
    - a) Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor is subject to the provisions of the Financial Administration Act;
    - b) The Contractor shall not in any manner whatsoever commit or purport to commit the Province to the payment of any money to any party;
    - c) The Contractor shall invoice the Province in accordance with the Description of Price(s)/Agreed Rate(s) and other terms of this Agreement;
    - d) Acceptance of any invoice and subsequent payment for the Work, or any portion of the Work, is subject to the invoiced Work having been completed to the satisfaction of the Province;
    - e) The Province shall pay to the Contractor the Price(s)/Agreed Rate(s) stated in this Agreement. Payment shall become due and payable 30 days following either the receipt by the Province of the Contractor's invoice OR satisfactory completion of the invoiced work/services, whichever is later.
    - f) The Contractor shall accept payment as stated above as full and final compensation for all costs inclusive of taxes, fees and licences incurred in connection with performance of the Work; and
    - g) This is to certify that the property and/or services hereby purchased are for the use of, and are being purchased by, the Ministry with Crown Funds, and are therefore not subject to the Goods and Services Tax.



**CONTRACT IDENTIFICATION  
NUMBER**

**253**

**L M**

**2295**

The Contractor will:

- 1) provide works inclusive of: Title/Plan Search, Field Work, Survey Calculations, Monumentation and Completion of (2) Reference Plans of Road through:
  - 2.1 DL 713, KDYD except Plans H17286, 42624 & KAP45453
  - 2.2 DL 712, KDYD except Plan 42624
  - 2.3 DL 1180, KDYD except Plan 42498
  - 2.4 DL 714, KDYD except Plan 42499
  - 3.1 DL 715, KDYD except: (1) that part lying to the west of the west boundary of the Hwy as shown on Plan H8095 and bounded on the south by DL 2407 and on the west by DL 1927 (2) that part lying west of the west boundary of the Hwy as shown on Plan H8095 and bounded on the south by DL 1589 and on the west by DL 2407
  - 3.2 DL 1589, KDYD except that part lying west of the west boundary of the Hwy as shown on Plan H8095
- 2) provide Survey and Plans in accordance with Part 7 of the Land Title Act and Part 9 of the Surveyor General's "General Survey Instructions".
- 3) Will report to this office (prior to placing monuments) when:
  - areas are larger than those shown on Ministry Control Plan
  - new boundaries do not contain all improvements (Min 3m offset).
  - Boundary issues are encountered i.e. gazettes, crown deletions, previous dedications, other Rights of Way/easements, etc. which are not shown on the Ministry Control Plan
  - Ownership conflicts arise.
- 4) provide separate areas calculated for bodies of water and water courses in accordance with Section 183 of the Surveyor General's "General Survey Instructions".
- 5) provide all necessary Signature Blocks for Owners/Charge Holders on each plan. The signatures, print packages and deposits(s) to be done by this office.
- 6) Notify the resident owner/occupants of the survey, prior to entering their property.
- 7) Show on Reference Plans (for each parcel) existing Unsurveyed Roads within the plan area, i.e.(a) Section 4 Roads; (b) Crown deletions or (c) prior gazettes (include date). Areas to be shown as follows:

Contractor

Initials

Ministry Official

Initials

Page 1 of 2

Existing Roads within Plan \_\_\_\_\_ ha. (show separately if more than one)  
New Roads Acquired \_\_\_\_\_ ha.  
Total Road by Plan \_\_\_\_\_ ha.

Show the existing roads (transfer from Ministry drawing) with light broken lines.  
Report any significant differences found in area or location to this office.

- 8) Label Reference Plan(s) "Pursuant to Section 107 of the Land Title Act" (signature block for the Provincial Approving Officer is not required) Signature Block for any Village Approving Officers, if applicable, if required.
- 9) provide an invoice with only shows the billing total and include a summary of the charges as an attachment to each invoice.
- 10) Provide an estimate and an explanatory report upon encounter of any additional work which is beyond the terms and conditions of the contract. Additional work shall not commence without written approval from this office. Claims for additional cost will not be considered unless pre-approval is obtained.
- 11) Provide returns of an original mylar, mylar copy and two paper prints submitted to this office by the contract completion date; late completions will affect the rotation of future work.
- 12) Where it is necessary to provide traffic control for the safety of employees and the travelling public, it must be in accordance with the Ministry of Transportation's "Traffic Control Manual for Work on Roadways".

Contractor
Initials

Ministry Official
Initials

Page 2 of 2



CONTRACT IDENTIFICATION NUMBER

2 5 3 | L M | 2 2 9 5

Where there is a conflict between the following Special Conditions and any other terms and conditions of the Consulting Services Contract and/or the Local Minor Works and Services Contract, the following Special Conditions shall prevail.

## **ADDITIONAL CONDITIONS**

### **LAND TITLE ACT**

The Contractor will provide the Services to a satisfactory standard in accordance with the Surveyor General's "Instructions Regarding the Legal Survey of Highway Right of Way" and the Land Title Act.

### **INFORMATION**

Upon the request of the Contractor, the Minister will provide such decisions, instruction, information and acceptances as are reasonably required by the Contractor.

### **COURT APPEARANCES**

Upon the request of the Minister, the Contractor will appear before any court, board or tribunal in connection with the provision of the Services.

### **DISPUTE RESOLUTION**

If any dispute arises between the parties concerning any provision of this agreement which the parties cannot resolve by agreement, the same will be determined by the Board of Management of the Corporation of Land Surveyors of the Province of British Columbia.

Contractor

Initials

Ministry Official

Initials



**Province of  
British  
Columbia**

**Ministry of  
Transportation**

523 Columbia Street  
Kamloops  
British Columbia  
V2C 2T9  
Phone: (250) 371-3862  
Fax: (250) 828-4083

**Sent Via Courier**

January 29, 2005

File: PS00294-2

Graham & Associates Land Surveyors  
2181 Quilchena Avenue  
Merritt, B.C., V1K 1B8  
**Phone: 378-5535**

**Attention: John Graham, BCLS, CLS**

Dear Mr. Graham,

**Re: Survey and Preparation of (4) Reference Plans of Road in:**  
**DL 2407, KDYD**  
**Lot 5, Plan 22009 and Block A, DL 1589, KDYD**  
**Lot 1, Plan 15109 and Remainder of DL 2808, KDYD**  
**DL 448 KDYD**  
**And**  
**Statutory Right of Way Plan in**  
**DL 2407, KDYD**

**Courtney to Garcia - 2**

Please find enclosed original contract 253-LM-1530 in the amount of \$15,200.00 as per the agreed survey assignment. Please sign and initial the original contract and return to this office at your earliest convenience. A copy of the contract is enclosed for your records.

If you have any questions please call Merle Hollington at (250) 374-4506 or contact her by email at [merle.hollington@gov.bc.ca](mailto:merle.hollington@gov.bc.ca)

Yours truly,

Deborah Luison  
Property Management/Land Survey Coordinator  
Southern Interior Regional Office

Encl.

Cc: Darren Lincoln, Manager, Property Services, Southern Interior Regional District





***This Agreement* MADE BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS  
REPRESENTED BY THE MINISTER OF TRANSPORTATION (HEREIN AFTER CALLED  
THE PROVINCE).**

**523 Columbia Street**

**Kamloops, B.C., V2C 2T9**

**AND: Graham & Associates Land Surveyors**

**(HEREIN AFTER CALLED THE "CONTRACTOR")**

**2181 Quilchena Avenue**

**Merritt, B.C., V1K 1B8**

**THE CONTRACTOR HAS OFFERED TO PERFORM THE SERVICES HEREIN DESCRIBED AT THE PRICE AND ON THE TERMS AND CONDITIONS  
SET OUT IN THIS AGREEMENT; AND THE PROVINCE HAS ACCEPTED THE CONTRACTOR'S OFFER. THIS AGREEMENT INCLUDES ALL  
ATTACHMENTS INDICATED BELOW.**

**SHORT DESCRIPTION OF THE WORKS/SERVICES:**

**DETAILS:**

**See attached Works/Services Schedule (Courtney to Garcia (2))**

<b>Requestor (Print Name):</b> Darren Lincoln	<b>Qualified Receiver (Print Name):</b> Debbie Luison
<b>COMMENCEMENT DATE (YYYY/MM/DD)</b> 2005/01/31	<b>COMPLETION DATE (YYYY/MM/DD)</b> 2005/03/15
<b>DESCRIPTION OF PRICE(S)/AGREED RATE(S)</b> Lump Sum Payment	<b>ATTACHMENTS</b> <input checked="" type="checkbox"/> Terms and Conditions <input checked="" type="checkbox"/> H0461a - Work/Services Schedule <input type="checkbox"/> H0461b - Payment Schedule <input type="checkbox"/> H0461c - Reimbursable Travel Expenses <input type="checkbox"/> H0461c-1 - Reimbursable Travel Expenses (Mgmt) <input type="checkbox"/> INS-80 - Insurance Specifications <input type="checkbox"/> INS-132 - Insurance Specifications Professional Services <input type="checkbox"/> H0111 - Certificate of Insurance <input type="checkbox"/> H0461d - Special Conditions (Engineering Assignments) <input type="checkbox"/> H0461d-1 - Special Conditions (Information Systems) <input checked="" type="checkbox"/> H0461d-2 - Special Conditions (Survey Assignments) <input type="checkbox"/> Other
<b>TOTAL PAYMENTS NOT TO EXCEED</b> \$ 15,200.00	

**IN SIGNING THIS AGREEMENT, THE CONTRACTOR AGREES THAT HE/SHE HAS READ AND UNDERSTOOD ALL TERMS AND CONDITIONS OF  
THIS AGREEMENT, INCLUDING THOSE CONTAINED ON ANY AND ALL ATTACHMENTS.**

**Procurement Process and Agreement on Internal Trade (AIT) Form (mandatory):** ☒ Attach H1108 and Forward to Accounts.

**Category Type:** ☐ BI.BI02 For Works OR; ☒ BN.BN02 For Services

<b>Signature of Contractor</b>		<b>Date (yyyy/mm/dd)</b>		<b>Expense Authority Signature</b>		<b>Date (yyyy/mm/dd)</b>	
John Graham, BCLS, CLS				Darren Lincoln, Manager, Property Services			
Print Name and Position				Print Name and Position			
<b>Responsibility</b>	<b>Service Line</b>	<b>STOB</b>	<b>Project</b>	<b>TOTAL \$</b>			
			21838	\$15,200.00			
<b>Responsibility</b>	<b>Service Line</b>	<b>STOB</b>	<b>Project</b>	<b>TOTAL \$</b>			
<b>(Info 1) - CFS - Product</b>	<b>Business Function</b>	<b>(Info 2) - Work Activity</b>	<b>(Info 3) - Cost Type</b>	<b>TOTAL \$</b>			
21838-528				\$15,200.00			

## TERMS AND CONDITIONS

Contract Identification Number

253 LM 1530

- 1) This Agreement shall be governed by and construed in accordance with the law of the Province of British Columbia.
  - 2) Every reference to this Agreement shall include the Local Minor Works/Services Contract (H0593), these Terms and Conditions, any Attachments listed on H0593, and any written instructions issued by the Province subsequent to entering into this Agreement.
  - 3) Every reference to the Province shall include the Minister, the Deputy Minister and any person designated by either of them to act on their respective behalf pursuant to this Agreement.
  - 4) Every reference to the Contractor shall include the person, partnership, or company named as the Contractor in this Agreement and any person(s) designated or allowed by the Contractor to act on its behalf pursuant to this Agreement.
  - 5) This Agreement shall be binding upon the Province and its assigns, and upon the Contractor and its successors and permitted assigns.
  - 6) Every reference to the Work shall mean the Contractor's obligations to the Province under this Agreement, including but not limited to the Description of Work/Services.
  - 7) Time is material and of the essence in this Agreement.
  - 8) Title to and ownership of any material, supplies, property, or rights provided by the Province to the Contractor, or produced by the Contractor as a result of this Agreement, shall at all times remain with the Province.
  - 9) Any notice or instruction required or permitted to be given under this Agreement shall be delivered by hand, fax, or prepaid courier to the addresses for the parties shown in this Agreement or at such other address as either party may from time to time designate by notice in writing to the other. Items delivered by courier shall be deemed to be received on the date of delivery.
  - 10) The Province may vary the Work at any time, by providing the Contractor with written instructions in the form of An Amendment.
  - 11) A waiver of any provision or breach by the Contractor of this Agreement shall be effective only if it is in writing and signed by the Province and shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- TERMINATION**
- 12) Notwithstanding any other provision of this Agreement, the Province may, in its sole discretion, terminate this Agreement:
    - a) on ten (10) days prior written notice of termination to the Contractor and the Province shall pay to the Contractor that portion of the amounts described in the Description of Prices(s)/Agreed Rate(s) or the Payment Schedule which is attributable to the portion of the Work completed to the satisfaction of Province prior to the date of termination and such payment shall discharge the Province from all liability to the Contractor under the Agreement.
    - b) where in the opinion of the Province the Contractor fails to observe, perform or comply with any provision of this Agreement and such termination shall be in addition to any other rights and remedies existing or available to the Province under this Agreement or at law.
  - 13) **THE CONTRACTOR WILL:**
    - a) be an independent contractor and not the servant, employee or agent of the Province;
    - b) obtain and supply all tools, equipment, supplies, labour, materials, licences, permits and approvals necessary to complete the Work, at its own expense, unless otherwise stated in this Agreement;
    - c) comply with all laws, regulations and bylaws, and cooperate with every authority having jurisdiction in connection with the Work;
    - d) at all times maintain a standard of care, skill and diligence in performance of the Work which is normally exercised and observed by persons engaged in the provision of similar Work;
    - e) ensure that all persons employed in connection with the provision of the Work are competent to perform their duties, adequately trained, fully instructed, supervised and shall be the employees of the Contractor and not of the Province;
    - f) use material and supplies of the brand name, if any, specified in this Agreement or, where no brand name is specified, of the best quality available, and shall provide samples of materials and supplies to be used in performing the Work for approval upon the request of the Province;
    - g) upon request of the Province, promptly and fully inform the Province of all Work done in connection with this Agreement and permit the Province at all reasonable times to inspect and review such Work, whether complete or otherwise;
    - h) accept instructions from the Province with respect to the Work; however, the Contractor shall not be subject to the control of the Province in respect of the manner in which such instructions are carried out except as specified in this Agreement;
    - i) not assign this Agreement, nor subcontract any of its obligations under this Agreement without the prior written consent of the Province;
    - j) at all times treat as confidential all documents and other information supplied to or obtained by the Contractor as a result of this Agreement and shall not permit the publication, release or disclosure of the same without the prior written consent of the Province;
    - k) indemnify and save harmless the Province, the Minister and their employees and agents, from and against any and all losses, claims, damages, fines, penalties, actions, causes of action, costs and expenses that the Province, the Minister and their employees and agents may sustain, incur, suffer or be put to at any time or times, whether before, during, or after the expiration or sooner termination of this Agreement, where the same or any of them are based upon, arise out of, or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, Director or subcontractor of the Contractor pursuant to this Agreement;
    - l) maintain the work site free of waste materials and rubbish throughout the Term and leave the work site at the end of the Term in a safe, clean and sanitary condition;
    - m) comply with all of its obligations, including those contained in any Attachments to this Agreement; and
    - n) establish and maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred in form and content satisfactory to the Province and permit the Province to inspect or copy such documents at all reasonable times.
  - 14) **PAYMENT**
    - a) Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor is subject to the provisions of the Financial Administration Act;
    - b) The Contractor shall not in any manner whatsoever commit or purport to commit the Province to the payment of any money to any party;
    - c) The Contractor shall invoice the Province in accordance with the Description of Price(s)/Agreed Rate(s) and other terms of this Agreement;
    - d) Acceptance of any invoice and subsequent payment for the Work, or any portion of the Work, is subject to the invoiced Work having been completed to the satisfaction of the Province;
    - e) The Province shall pay to the Contractor the Price(s)/Agreed Rate(s) stated in this Agreement. Payment shall become due and payable 30 days following either the receipt by the Province of the Contractor's invoice OR satisfactory completion of the invoiced work/services, whichever is later.
    - f) The Contractor shall accept payment as stated above as full and final compensation for all costs inclusive of taxes, fees and licences incurred in connection with performance of the Work; and
    - g) This is to certify that the property and/or services hereby purchased are for the use of, and are being purchased by, the Ministry with Crown Funds, and are therefore not subject to the Goods and Services Tax.



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The Contractor will:

- 1) provide works inclusive of: Title/Plan Search, Field Work, Survey Calculations, Monumentation and Completion of (4) Reference Plans of Road through:
  - 4.1 DL 2407, KDYD
  - 5.1 Lot 5, DL 1589, KDYD, Plan 22009
  - 5.2 Block A, DL 1589, KDYD
  - 6.1 Lot 1, DL 2808, KDYD, Plan 15109 except Plan KAP68274
  - 6.2 DL 2808, KDYD except Plans 15109, 16314, H811 and KAP68274
  - 8.1 DL 448, KDYD

**AND**

**Statutory Right of Way for Wildlife Fence in:**

**4.1a DL 2407, KDYD**

- 2) provide Survey and Plans in accordance with Part 7 of the Land Title Act and Part 9 of the Surveyor General's "General Survey Instructions".
- 3) Will report to this office (prior to placing monuments) when:
  - areas are larger than those shown on Ministry Control Plan
  - new boundaries do not contain all improvements (Min 3m offset).
  - Boundary issues are encountered i.e. gazettes, crown deletions, previous dedications, other Rights of Way/easements, etc. which are not shown on the Ministry Control Plan
  - Ownership conflicts arise.
- 4) provide separate areas calculated for bodies of water and water courses in accordance with Section 183 of the Surveyor General's "General Survey Instructions".
- 5) provide all necessary Signature Blocks for Owners/Charge Holders on each plan. The signatures, print packages and deposits(s) to be done by this office.
- 6) **Notify the resident owner/occupants of the survey, prior to entering their property.**
- 7) Show on Reference Plans (for each parcel) existing Unsurveyed Roads within the plan area, i.e.(a) Section 4 Roads; (b) Crown deletions or (c) prior gazettes (include date). Areas to be shown as follows:

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Existing Roads within Plan \_\_\_\_\_ ha. (show separately if more than one)  
New Roads Acquired \_\_\_\_\_ ha.  
Total Road by Plan \_\_\_\_\_ ha.

Show the existing roads (transfer from Ministry drawing) with light broken lines.  
Report any significant differences found in area or location to this office.

- 8) Label Reference Plan(s) "Pursuant to Section 107 of the Land Title Act" (signature block for the Provincial Approving Officer is not required) Signature Block for any Village Approving Officers, if applicable, if required.
- 9) provide an invoice with only shows the billing total and include a summary of the charges as an attachment to each invoice.
- 10) Provide an estimate and an explanatory report upon encounter of any additional work which is beyond the terms and conditions of the contract. Additional work shall not commence without written approval from this office. Claims for additional cost will not be considered unless pre-approval is obtained.
- 11) Provide returns of an original mylar, mylar copy and two paper prints submitted to this office by the contract completion date; late completions will affect the rotation of future work.
- 12) Where it is necessary to provide traffic control for the safety of employees and the travelling public, it must be in accordance with the Ministry of Transportation's "Traffic Control Manual for Work on Roadways".

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Where there is a conflict between the following Special Conditions and any other terms and conditions of the Consulting Services Contract and/or the Local Minor Works and Services Contract, the following Special Conditions shall prevail.

## **ADDITIONAL CONDITIONS**

### **LAND TITLE ACT**

The Contractor will provide the Services to a satisfactory standard in accordance with the Surveyor General's "Instructions Regarding the Legal Survey of Highway Right of Way" and the Land Title Act.

### **INFORMATION**

Upon the request of the Contractor, the Minister will provide such decisions, instruction, information and acceptances as are reasonably required by the Contractor.

### **COURT APPEARANCES**

Upon the request of the Minister, the Contractor will appear before any court, board or tribunal in connection with the provision of the Services.

### **DISPUTE RESOLUTION**

If any dispute arises between the parties concerning any provision of this agreement which the parties cannot resolve by agreement, the same will be determined by the Board of Management of the Corporation of Land Surveyors of the Province of British Columbia.

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