



Ministry of
Transportation

SOUTHERN INTERIOR REGION
Ministry of Transportation

Consensual Agreement (Partial Acquisition)

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

PS FILE: PS 700896

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 16th 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: Quilchena Cattle Company Ltd., INC. NO. 518655
of BOX 1, Quilchena, BC V0E 2R0
(hereinafter called "the Vendor")

1.00 GRANT

In consideration of the promise of the Purchaser to pay the sum of **Thirty Nine Thousand Six Hundred Eighty-Five (\$39,685) DOLLARS** 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 and yellow on right-of-way acquisition plans prepared by R.F. Binnie and Associates dated December 20th, 2004 (Drawings No. R2-604-106RW, R2-604-107RW, R2-604-108RW, R2-604-109RW, R2-604-110RW), containing **8.03** total hectares:

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

P.I.D. No: 013-012-126

Legal Description: District Lot 715 Kamloops Division Yale District except: (1) that part lying to the west of the west boundary of the highway as shown on Plan H8095 and bounded on the south by District Lot 2407 and on the west by District Lot 1927 (2) that part lying west of the west boundary of the highway as shown on Plan H8095 and bounded on the south by District Lot 1589 and on the west by District Lot 2407

Purchaser P2
Vendor 4P

P.I.D. No: 013-012-151

Legal Description: District Lot 1589 Kamloops Division Yale District except that part lying west of the west boundary of the highway as shown on Plan H8095

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

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 29th 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 30th 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 20th, 2004 (drawing No.s

R2-604-106RW, R2-604-109RW, and R2-604-106RW) and containing approximately **0.252** 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.

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.

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 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

Purchaser 
Vendor 
Page 5 of 10

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 of the Province of British Columbia.

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;
- (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.

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.

March 18th 2005
This offer is open for acceptance until 1:00 o'clock p.m. on the 25th day of February, 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.

Purchaser 
Vendor 
Page 8 of 10

Dated this 17th day of February, 2005.

Witness

P. Rodier's

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 St.
 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 29 day of March, 2005
 (the "Acceptance Date").

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

Barbara Sayles
 Signature of Witness

Quilchena
 Quilchena Cattle Company Ltd.,
 INC. NO. 518655

BARBARA SAYLES
 Name of Witness

QUILCHENA, BC
 Address

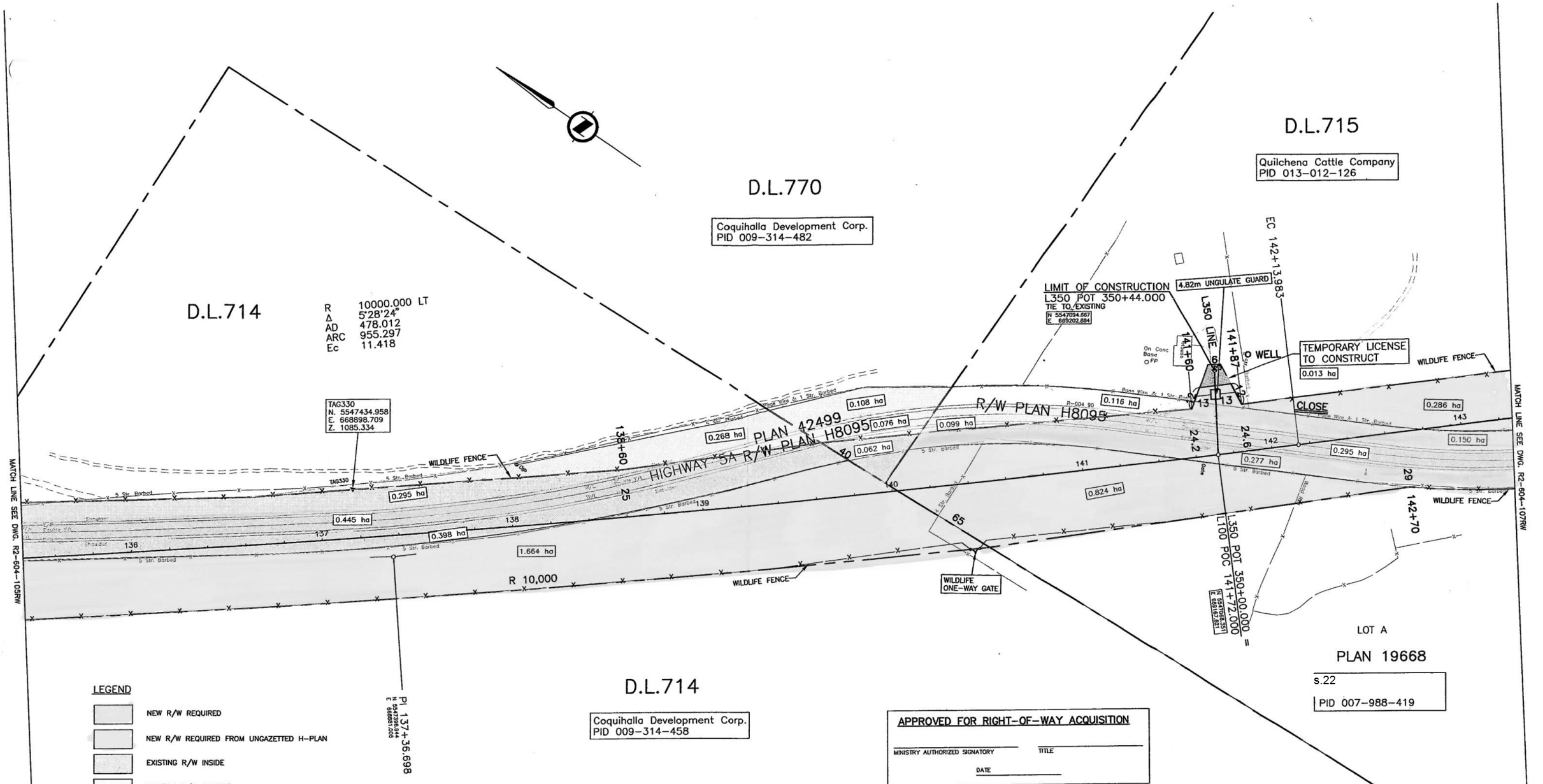
Secretary
 Occupation
 (as to all signatures)

SCHEDULE A

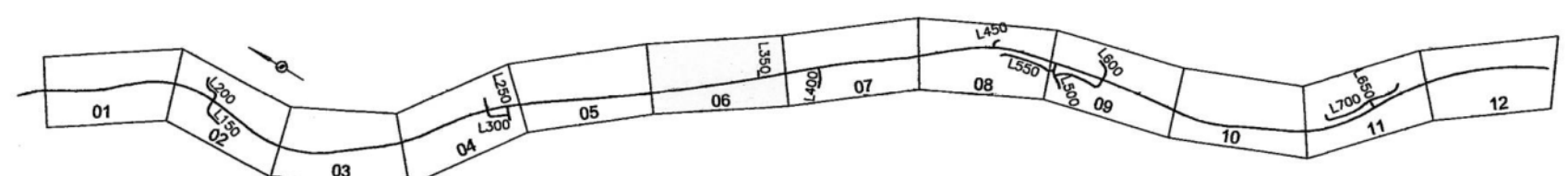
1. Fencing, gates, access to be constructed on the Property as identified on Right-of-Way Acquisition drawings prepared by R.F. Binnie & Associates dated December 20th, 2004 (Drawings No. R2-604-106RW, R2-604-107RW, R2-604-108RW, R2-604-109RW, R2-604-110RW)
2. At all time during construction fencing to be in place to secure livestock to the Vendor's remaining property.
3. With respect to old road, identified in blue on Right-of-Way Acquisition drawings prepared by R.F. Binnie & Associates dated December 20th, 2004 (Drawings No. R2-604-106RW, R2-604-109RW, R2-604-110RW), pavement to be removed and area to be reclaimed as rangeland.
4. *OR* *JR* THE REMAINING "LOGANS MARSH" LANDS, PORTION OF P.I.D. 013-180-606, IDENTIFIED ON RIGHT OF WAY ACQUISITION DRAWINGS PREPARED BY R.F. BINNIE & ASSOCIATES DATED DECEMBER 20TH, 2004 (DRAWING NO.'S R2-604-107RW AND R2-604-108RW, THAT PART LYING NORTHEAST OF HIGHWAY 5A) AND LEGALLY IDENTIFIED AS PORTION OF DISTRICT LOT 2407 KAMLOOPS DIVISION YALE DISTRICT CONTAINING APPROXIMATELY 1.96 HA TO BE TRANSFERRED TO THE VENDOR NO LATER THAN JULY 29TH, 2005. THE VENDOR MAY OCCUPY POSSESSION OF THE LANDS ON THE COMPLETION DATE. ALL ASSOCIATED COSTS THE RESPONSIBILITY OF THE PURCHASER.

Purchaser *JR*
 Vendor *JR*
 Page 10 of 10

SCHEDULE B-1



- LEGEND**
- NEW R/W REQUIRED
 - NEW R/W REQUIRED FROM UNGAZETTED H-PLAN
 - EXISTING R/W INSIDE
 - EXISTING R/W OUTSIDE
 - R/W OUTSIDE FROM UNGAZETTED PLAN
 - TEMPORARY LICENSE TO CONSTRUCT





KEY PLAN

APPROVED FOR RIGHT-OF-WAY ACQUISITION

MINISTRY AUTHORIZED SIGNATORY _____ TITLE _____

DATE _____

		R.F. Binnie & Associates Ltd. ENGINEERS, PROJECT MANAGERS & SURVEYORS	
<input type="checkbox"/> Frank Vagstad P.E., A.S.T. Inspection Surrey, B.C. V3M 6K9 Tel: 604-273-2128 F: 604-273-2888	<input type="checkbox"/> Lauren Macleod P.E., P.T. Professional Surrey, B.C. V3V 6P9 Tel: 604-273-2128 F: 604-273-2888	<input type="checkbox"/> See in the Center P.O. Box 100, Delta Surrey, B.C. V4L 1G9 Tel: 604-273-2128 F: 604-273-2888	
SCALE: 0 1000 50		DESIGNED <u>KT</u>	DATE <u>DEC. 20, 2004</u>
		CHECKED <u>MP</u>	DATE <u>DEC. 20, 2004</u>
		DRAWN <u>KFB, MV, JL</u>	DATE <u>DEC. 20, 2004</u>
		REVIEWED <u>GL</u>	DATE <u>DEC. 20, 2004</u>
Rev	Date	Description	Signature
A	JAN. 17/05	REVISE R/W IN DL 715 TO ENCLOSE UNGULATE GUARD	
REVISIONS			

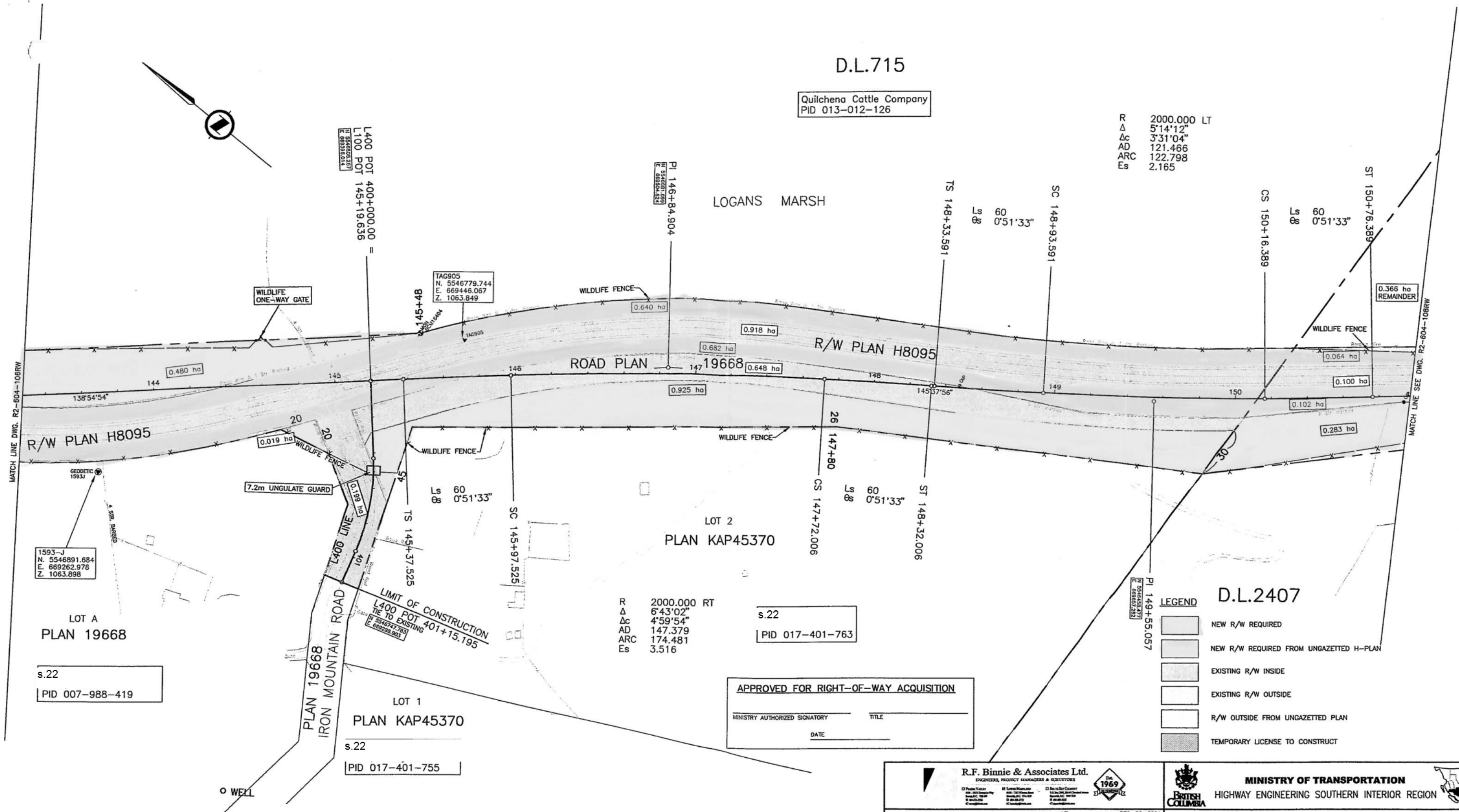
MINISTRY OF TRANSPORTATION HIGHWAY ENGINEERING SOUTHERN INTERIOR REGION	
FOR RIGHT-OF-WAY ACQUISITION HIGHWAY NO. 5A/97C GARCIA LAKE TO COURTNEY LAKE STA. 135+42.916 TO STA. 143+27.122	
ORIGINAL SIGNED BY MAURIZIO PONZINI, P.ENG. DEC. 06, 2004	
SENIOR DESIGN ENGINEER DATE	
FILE No. 2039	PROJECT No. 21838
REV. 2	DRAWING No. R2-604-106RW A

SCHEDULE B-2

D.L.715

Quilchena Cattle Company
PID 013-012-126

R 2000.000 LT
Δ 5'14'12"
Δc 3'31'04"
AD 121.466
ARC 122.798
Es 2.165



1593-J
N. 5546891.684
E. 669262.978
Z. 1063.898

LOT A
PLAN 19668

s.22
PID 007-988-419

TAG905
N. 5546779.744
E. 669446.067
Z. 1063.849

WILDLIFE
ONE-WAY GATE

7.2m UNGULATE GUARD

LIMIT OF CONSTRUCTION
L400 POT 401+15.195
N. 5546747.783
E. 669228.903

LOT 1
PLAN KAP45370
s.22
PID 017-401-755

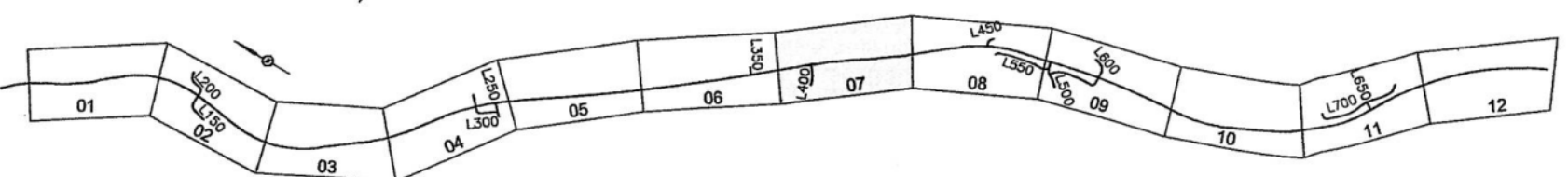
R 2000.000 RT
Δ 6'43'02"
Δc 4'59'54"
AD 147.379
ARC 174.481
Es 3.516

s.22
PID 017-401-763

APPROVED FOR RIGHT-OF-WAY ACQUISITION
MINISTRY AUTHORIZED SIGNATORY _____ TITLE _____
DATE _____

- LEGEND**
- NEW R/W REQUIRED
 - NEW R/W REQUIRED FROM UNGAZETTED H-PLAN
 - EXISTING R/W INSIDE
 - EXISTING R/W OUTSIDE
 - R/W OUTSIDE FROM UNGAZETTED PLAN
 - TEMPORARY LICENSE TO CONSTRUCT

D.L.2407



KEY PLAN

R.F. Binnie & Associates Ltd.
ENGINEERS, PROJECT MANAGERS & SURVEYORS

1969

DESIGNED: KT DATE: DEC. 20, 2004
CHECKED: MP DATE: DEC. 20, 2004
DRAWN: KFB, MV, JL DATE: DEC. 20, 2004
REVIEWED: GL DATE: DEC. 20, 2004

Rev	Date	Description	Signature

REVISIONS

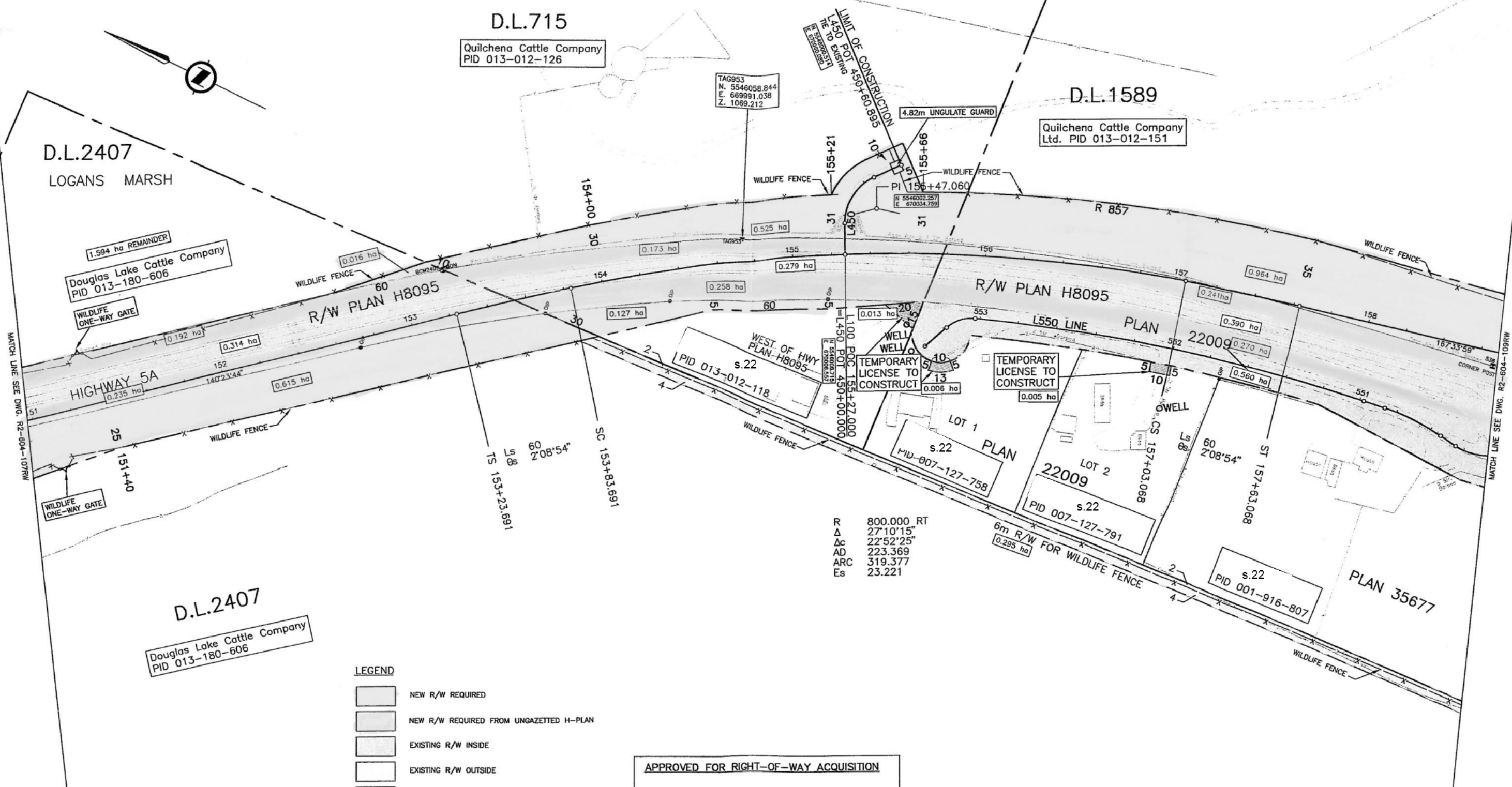
MINISTRY OF TRANSPORTATION
HIGHWAY ENGINEERING SOUTHERN INTERIOR REGION

FOR RIGHT-OF-WAY ACQUISITION
HIGHWAY NO. 5A/97C
GARCIA LAKE TO COURTNEY LAKE
STA. 143+27.122 TO STA. 150+97.021

ORIGINAL SIGNED BY MAURIZIO PONZINI, P.ENG. DEC. 06, 2004
SENIOR DESIGN ENGINEER DATE

FILE No.	PROJECT No.	REV.	DRAWING No.
2039	21838	2	R2-604-107RW

SCHEDULE B-3



D.L.2407

D.L.715

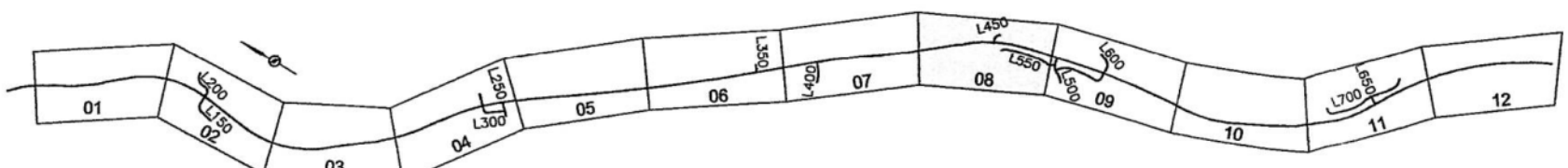
D.L.1589

LEGEND

- NEW R/W REQUIRED
- NEW R/W REQUIRED FROM UNGAZETTED H-PLAN
- EXISTING R/W INSIDE
- EXISTING R/W OUTSIDE
- R/W OUTSIDE FROM UNGAZETTED PLAN
- TEMPORARY LICENSE TO CONSTRUCT

APPROVED FOR RIGHT-OF-WAY ACQUISITION

MINISTRY AUTHORIZED SIGNATORY _____ TITLE _____
DATE _____



KEY PLAN

R.F. Binnie & Associates Ltd.
ENGINEERS, PROJECT MANAGERS & SURVEYORS

DESIGNED: KT DATE: DEC. 20, 2004
CHECKED: MP DATE: DEC. 20, 2004
DRAWN: KFB, M.V., J.L. DATE: DEC. 20, 2004
REVIEWED: CL DATE: DEC. 20, 2004

Rev	Date	Description	Signature

REVISIONS

MINISTRY OF TRANSPORTATION
HIGHWAY ENGINEERING SOUTHERN INTERIOR REGION

FOR RIGHT-OF-WAY ACQUISITION
HIGHWAY NO. 5A/97C
GARCIA LAKE TO COURTNEY LAKE
STA. 150+97.021 TO STA. 158+68.813

ORIGINAL SIGNED BY MAURIZIO PONZINI, P.ENG. DEC. 06, 2004
SENIOR DESIGN ENGINEER DATE

FILE No.	PROJECT No.	REV.	DRAWING No.
2039	21838	2	R2-604-108RW

D.L.1589

Quichena Cattle Company
Ltd. PID 013-012-151

TA6904
N. 556674.380
E. 550097.738
Z. 1068.169

L500 POT 500+00.000
=L100 POT 159+00.000

L100 POC 161+41.059
=L600 POT 602+55.356

LIMIT OF CONSTRUCTION
L600 POT 603+77.411
NE TO EXISTING
R 550097.738
E 550097.738
Z 1068.169

TEMPORARY LICENSE
TO CONSTRUCT
CATTLE GUARD RELOCATED
FROM KANE VALLEY RD

P 162+83.684
N 554522.370
E 570194.944
Z 620194.944

CORBETT LAKE



R 5000.000 RT
A 713.04
AD 315.356
ARC 629.879
Ec 9.935

D.L.2407

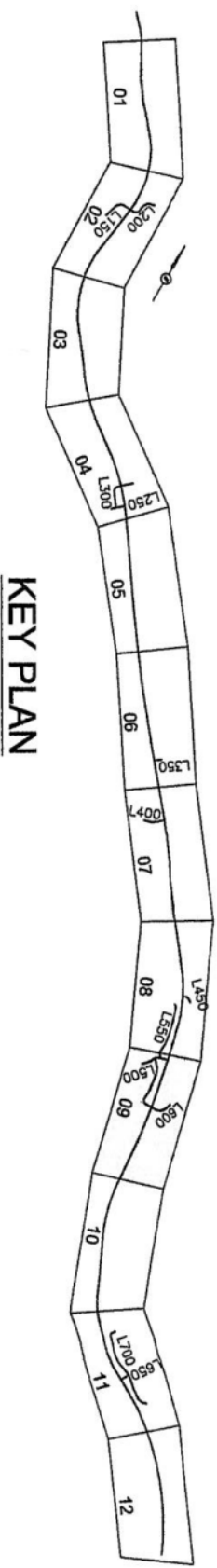
Douglas Lake Cattle Company
PID 013-180-606

LEGEND

- NEW R/W REQUIRED
- NEW R/W REQUIRED FROM UNGAZETTED H-PLAN
- EXISTING R/W INSIDE
- EXISTING R/W OUTSIDE
- R/W OUTSIDE FROM UNGAZETTED PLAN
- TEMPORARY LICENSE TO CONSTRUCT

APPROVED FOR RIGHT-OF-WAY ACQUISITION

MINISTRY AUTHORIZED SIGNATORY _____ TITLE _____
DATE _____



KEY PLAN

R.F. Binnie & Associates Ltd.
ENGINEERS, PLANNERS, ARCHITECTS & ENVIRONMENTALISTS
1969
1869

MINISTRY OF TRANSPORTATION
HIGHWAY ENGINEERING SOUTHERN INTERIOR REGION

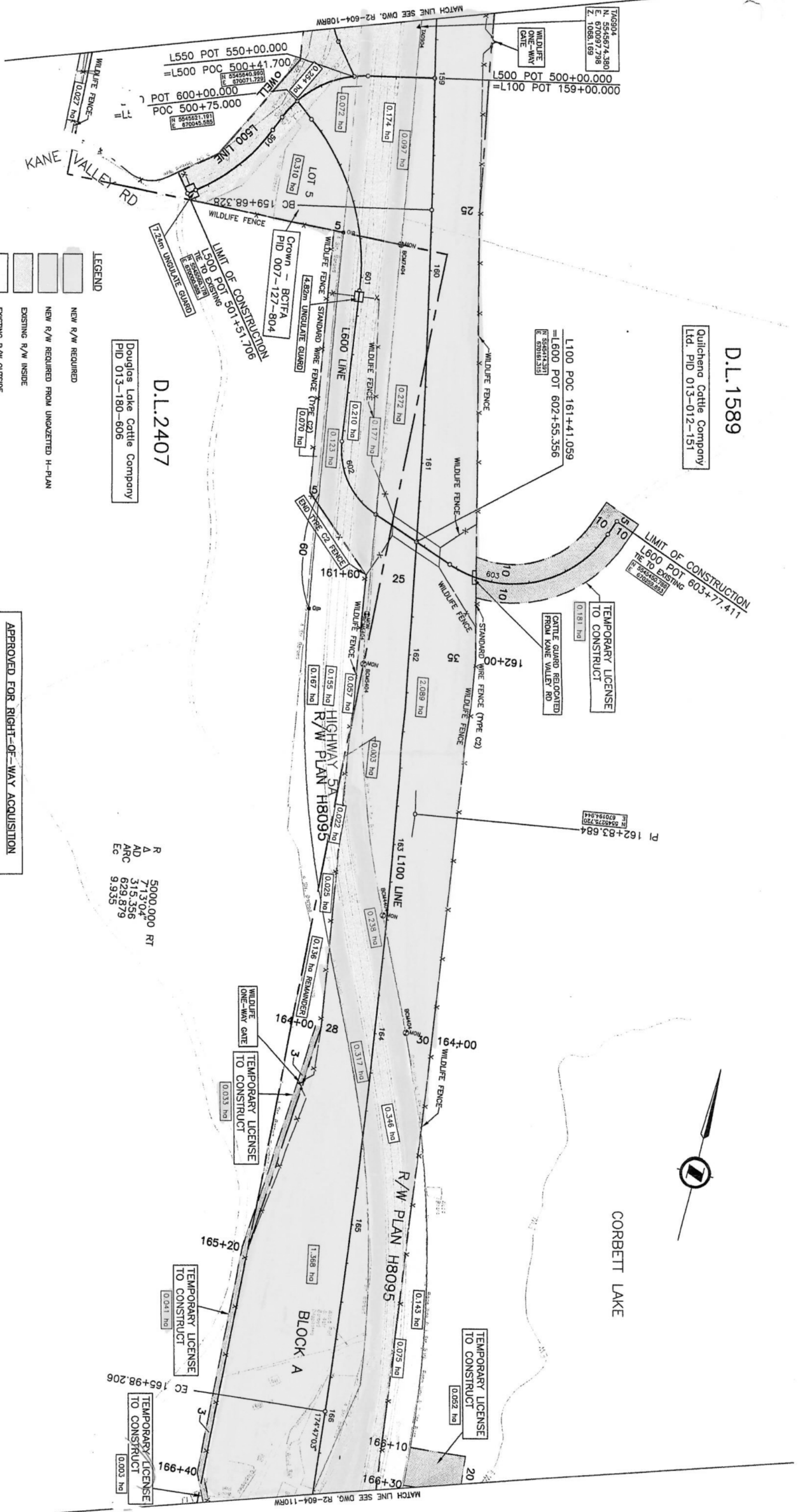
FOR RIGHT-OF-WAY ACQUISITION
HIGHWAY NO. 5A/97C
GARCIA LAKE TO COURTNEY LAKE
STA. 158+68.813 TO STA. 166+41.989

DESIGNED BY: DATE: DEC. 20, 2004
CHECKED BY: DATE: DEC. 20, 2004
DRAWN BY: KFB, MVL, AL DATE: DEC. 20, 2004
REVIEWED BY: DATE: DEC. 20, 2004

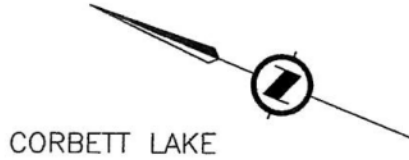
REVISIONS
A JAN. 17/05 ADD LICENSE TO CONSTRUCT IN D.L. 1589 @ STA. 166+20

ORIGINAL SIGNED BY MAURIZIO PONZINI, P.ENG. DEC. 06, 2004
SENIOR DESIGN ENGINEER
FILE NO. 2039 PROJECT NO. 21838 REG. NO. 2 DRAWING NO. A

CANCEL PRINTS BEARING PREVIOUS LETTER



SCHEDULE B-5



CORBETT LAKE

D.L.2808

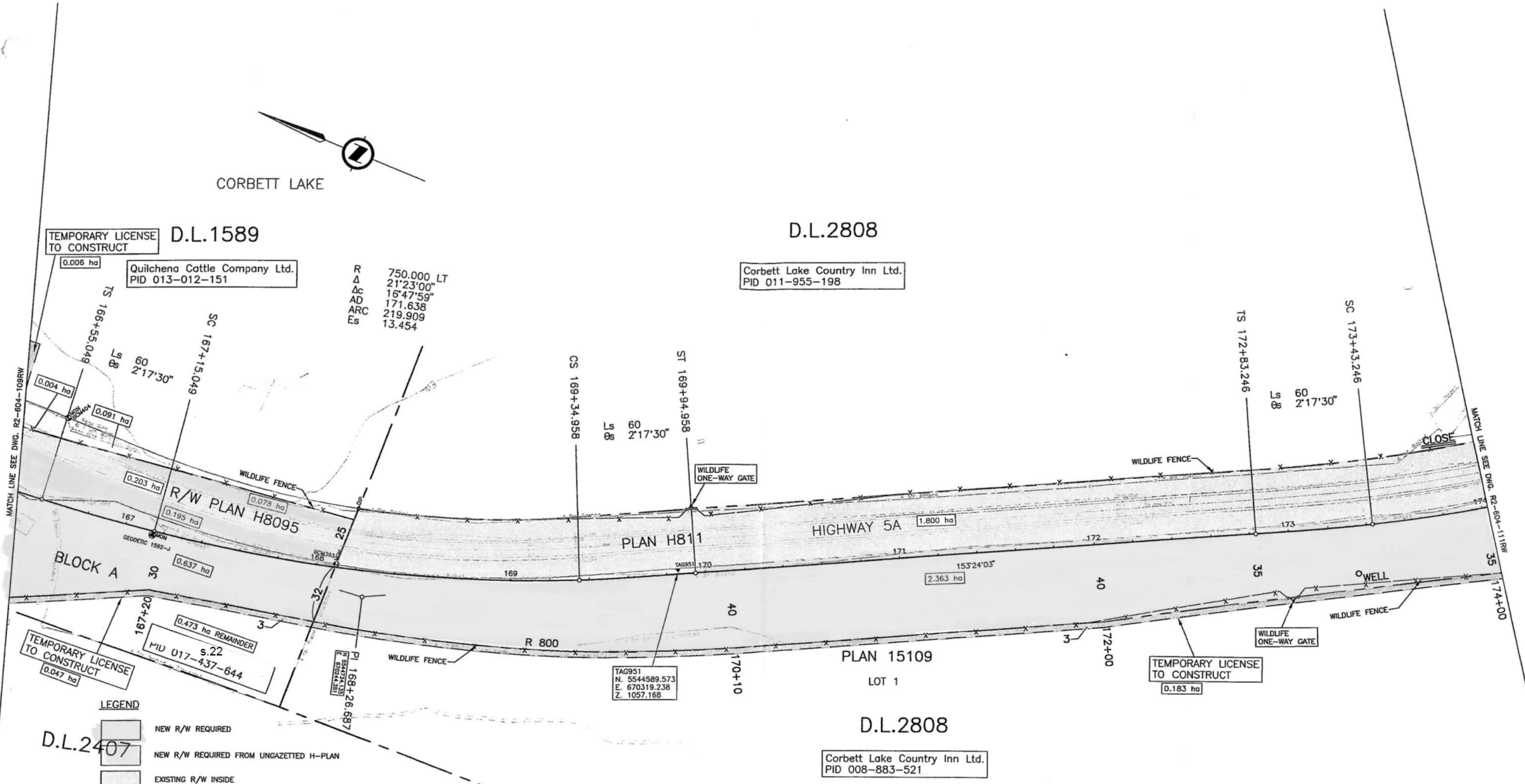
Corbett Lake Country Inn Ltd.
PID 011-955-198

D.L.1589

TEMPORARY LICENSE TO CONSTRUCT

Quilchena Cattle Company Ltd.
PID 013-012-151

R 750.000 LT
Δ 21°23'00"
Δc 16°47'59"
AD 171.638
ARC 219.909
Es 13.454



LEGEND

- NEW R/W REQUIRED
- NEW R/W REQUIRED FROM UNGAZETTED H-PLAN
- EXISTING R/W INSIDE
- EXISTING R/W OUTSIDE
- R/W OUTSIDE FROM UNGAZETTED PLAN
- TEMPORARY LICENSE TO CONSTRUCT

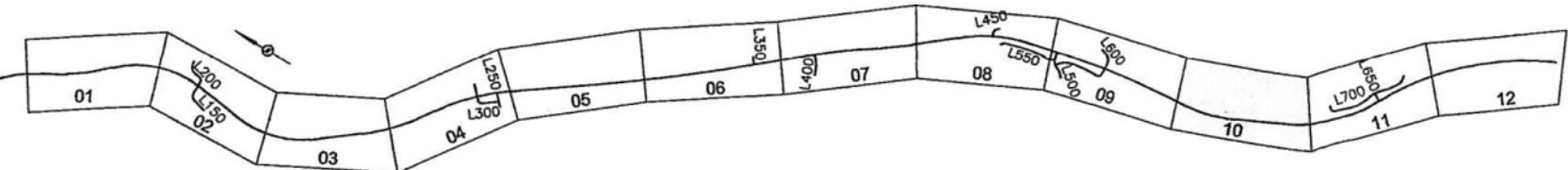
D.L.2407

APPROVED FOR RIGHT-OF-WAY ACQUISITION

MINISTRY AUTHORIZED SIGNATORY _____ TITLE _____
DATE _____

D.L.2808

Corbett Lake Country Inn Ltd.
PID 008-883-521



KEY PLAN

R.F. Binnie & Associates Ltd. ENGINEERS, PROJECT MANAGERS & SURVEYORS 1969		MINISTRY OF TRANSPORTATION HIGHWAY ENGINEERING SOUTHERN INTERIOR REGION	
FOR RIGHT-OF-WAY ACQUISITION HIGHWAY NO. 5A/97C GARCIA LAKE TO COURTNEY LAKE STA. 166+41.989 TO STA. 174+02.940			
DESIGNED: JT CHECKED: MP DRAWN: KFB, MV, JL REVIEWED: CL		DATE: DEC. 20, 2004 DATE: DEC. 20, 2004 DATE: DEC. 20, 2004 DATE: DEC. 20, 2004	
Rev	Date	Description	Signature
REVISIONS			
FILE No.	PROJECT No.	REG.	DRAWING No.
2039	21838	2	R2-604-110RW

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 ^{s.22} & 4.1 ^{s.22} - to Darwin. Jan 4/05
4 Jan 05	Advised Darwin to take additional R/L as required, ignore boundary change within surveyed area: use discretion on windings less than 2m.

[illegible]

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: 05004E

January 27, 2005

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

Attention: Deborah Luison / Merle Holington

Re: Re-plot Mylars – Reference Plan of Block A, District Lot 1589, KDYD

Our Fee

\$100.00

John Graham, BCLS, CLS

EXPENSE ACCOUNT

DATE: Jan 27/06

TO: Deborah Luison

FROM: DIRECT

NO. 254

6906

62120

21838

21838-628

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

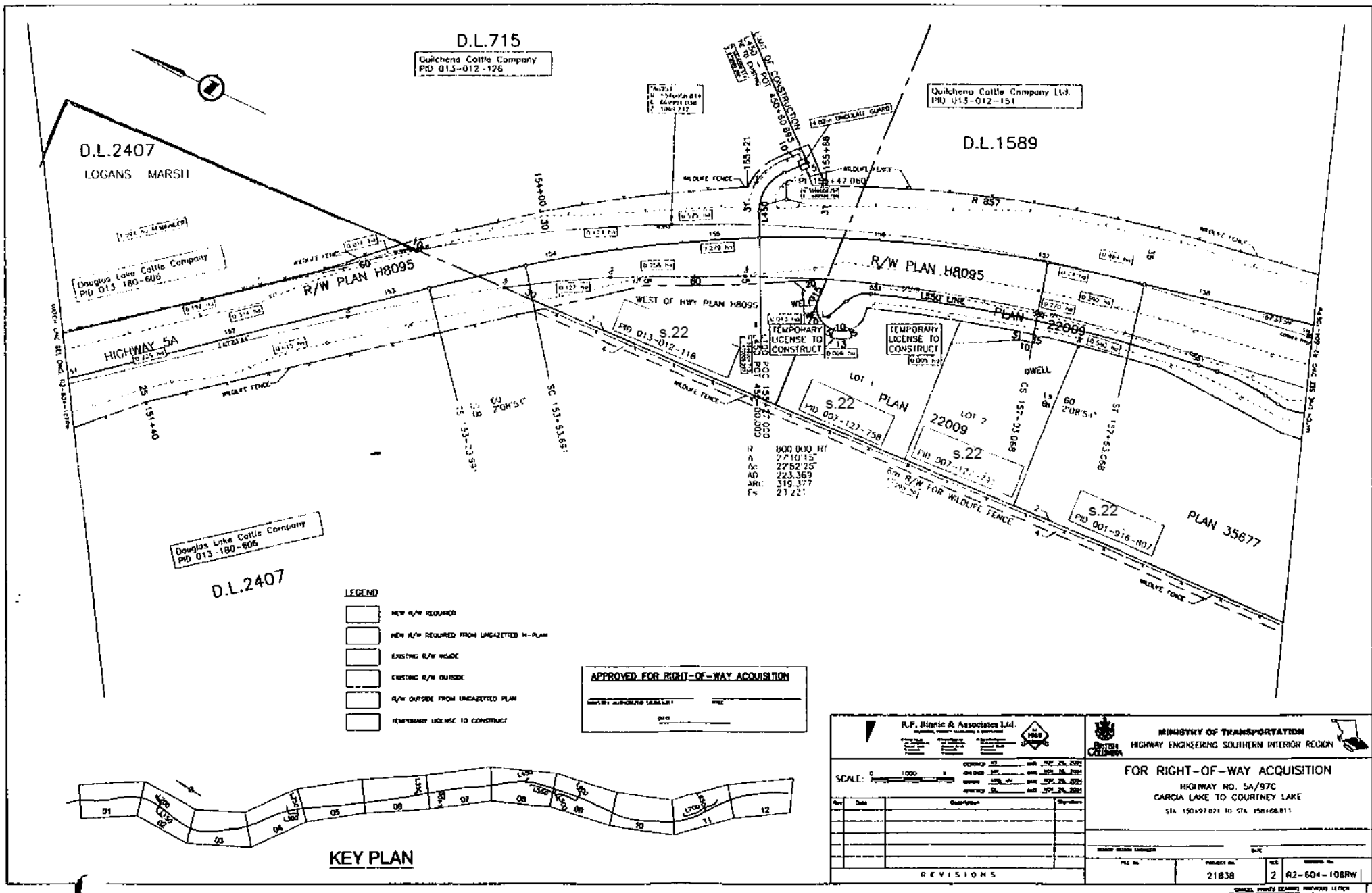
To: John Graham
Company: Graham & Associates
Phone: (250) 378-5535
Fax: (250)378-5020

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"
AC 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"
AC 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 SIGNATURE _____ DATE _____

D.L.2407

LEGEND

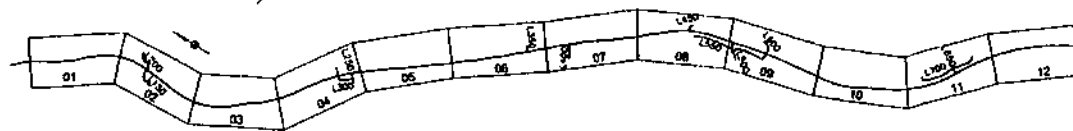
- ☐ NEW R/W REQUIRED
- ☐ NEW R/W ACQUIRED FROM UNREGISTERED H-PLAN
- ☐ EXISTING R/W FENCE
- ☐ EXISTING R/W OUTSIDE
- ☐ R/W OUTSIDE FROM UNREGISTERED PLAN
- ☐ TEMPORARY LICENSE TO CONSTRUCT

LOT A
PLAN 19668

S.22
PID 007-988-419

LOT 1
PLAN KAP45370

S.22
PID 017-401-755



KEY PLAN

<p>R.F. Blinn & Associates Ltd. Professional Engineer SINCE 1964</p>		<p>MINISTRY OF TRANSPORTATION HIGHWAY ENGINEERING SOUTHERN INTERIOR REGION</p>																					
<p>SCALE: 1" = 100'</p>		<p>FOR RIGHT-OF-WAY ACQUISITION HIGHWAY NO. 5A/97C CARCA LAKE TO COURTNEY LAKE STA. 143+27.127 TO STA. 159+87.001</p>																					
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>No.</th> <th>Date</th> <th>Description</th> <th>Signature</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		No.	Date	Description	Signature																	<p>SCHOOL REGION COUNCIL _____ DATE _____</p> <p>FEE No. _____ PROJECT No. 21838 SHEET No. 2 OF 2 DRAWING No. R2-504-107RW</p> <p>CANCEL POINTS BEARING PREVIOUS LETTER</p>	
No.	Date	Description	Signature																				



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"
Cc: s.22 "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

****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 ^{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



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))

Requestor (Print Name): Darren Lincoln	Qualified Receiver (Print Name): Debbie Luison
COMMENCEMENT DATE (YYYY/MM/DD) 2005/01/31	COMPLETION DATE (YYYY/MM/DD) 2005/03/15
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 checked="" type="checkbox"/> H0461d-2 - Special Conditions (Survey Assignments) <input type="checkbox"/> Other _____
TOTAL PAYMENTS NOT TO EXCEED \$ 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

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

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;



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>
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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



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)	Expense Authority Signature	Date (yyyy/mm/dd)
John Graham, BCLS, CLS		Darren Lincoln, Manager, Property Services	
Print Name and Position		Print Name and Position	

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

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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".

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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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Facsimile: (250) 378-5020

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Our file: 05004

January 26, 2005

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

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

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

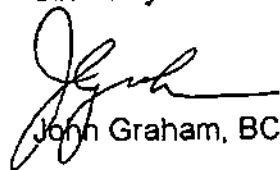
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BCLS, CLS	20 hours @ \$ 100.00/hr	2000.00
Monuments and reference posts: 3 capped posts & 23 iron posts		400.00
Miscellaneous: Mylar, printing, shipping, electronic checklist fee, etc.		<u>500.00</u>
		\$ 15200.00

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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

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.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 s.22
I have a call into Corbett & would like to meet with John Keay s.22 office early next week - unfortunately Guy Rose (Quilchena) s.22 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

- Title & 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

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

Page 56 of 68 TRA-2018-82562



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 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))

Requestor (Print Name):	Darren Lincoln	Qualified Receiver (Print Name):	Debbie Luison
COMMENCEMENT DATE (YYYY/MM/DD)	2005/01/31	COMPLETION DATE (YYYY/MM/DD)	2005/03/15
DESCRIPTION OF PRICE(S)/AGREED RATE(S)		ATTACHMENTS	
Lump Sum Payment		<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	
TOTAL PAYMENTS NOT TO EXCEED		\$ 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

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



**CONTRACT IDENTIFICATION
NUMBER**

253

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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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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".

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Page 2 of 2



CONTRACT IDENTIFICATION NUMBER

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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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