



Province of
British Columbia

Ministry of
Transportation
and Highways

Selkirk District
PO Box 710
Revelstoke, BC V0E 2S0
Phone: (250)837-7646
Fax: (250)837-9407

Our file: #70 Fish River Road

April 30, 1997

s.22

FILE COPY

Dear s.22

Re: Lot 14 of D.L. 502, Plan 756 A, KD except Part of Lot 14 shown on
Explanatory Plan 103613J

Thank you for your letter of April 10, 1997 requesting clarification of Number 70 Fish River Road through the above legal description. Number 70 Fish River Road has been a Ministry of Transportation and Highways (MOTH) public road since 1969. Under Section 4 of the Highway Act, Fish River Road became a public road once Public funds were spent on maintaining the road, an example of the type of maintenance that took place was surface grading, culvert work and ditch line repairs. This means that the road surface area is owned by the MOTH.

The surveying that took place on Fish River Road was required to produce Plans for s.22

s.22 to accommodate different types of maintenance as well as future improvements. Only owning the surface top of a road makes it difficult for MOTH and the Maintenance Contractor to achieve all of the necessary maintenance requirements as well as planning for future road alignment improvements. s.22
s.22

With regards to your concern s.22
s.22 please contact VSA Highway Maintenance Ltd., Kem Scatchard - General Manager at (250) 837-3136 or write to Box 3090, Revelstoke, B.C. V0E 2S0. If you are not satisfied with any response that you may receive, please let me know.

....2

Thank you again for writing and if you have any other questions or would like further clarification, please call.

Yours truly,

A handwritten signature in black ink, appearing to read 'Glenn Olleck', with a long horizontal flourish extending to the right.

Glenn Olleck
Area Manager

/go

cc VSA Highway Maintenance Ltd
Brian Abear, District Technician

COPY

1

s.22

Department of Highways,
Selkirk District Highways Office,
555 Victoria,
Revelstoke, B.C.

Dear Sirs:

Re: Lot 14 of D.L. 502, Plan 756 A, K.D.
except part of lot 14 shown on explanatory
Plan 103613J - located at Beaton, B.C.

s.22 There is a road going through the above property which is
and there is a legal easement on the road giving
access to Celgar Limited (now Pope and Talbot). The road
however is used as a public road, even though it is actually
private property.

s.22 Several years ago we were contacted by your office and told
that surveying would be taking place, s.22

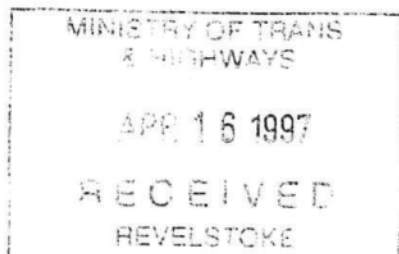
s.22 The right of way was indeed surveyed, and we spoke to the
surveyors several times, but they could give us no
information. s.22

s.22 It appears to us that the road is being treated as a public
road, when in fact it is not. It was snow plowed this
winter, and the overplowings s.22
on either side of the road. We would like to know what
your intentions are with regard to this road.

Looking forward to hearing from you on this matter.

Sincerely,

s.22



Page 004 of 164 to/à Page 005 of 164

Withheld pursuant to/removed as

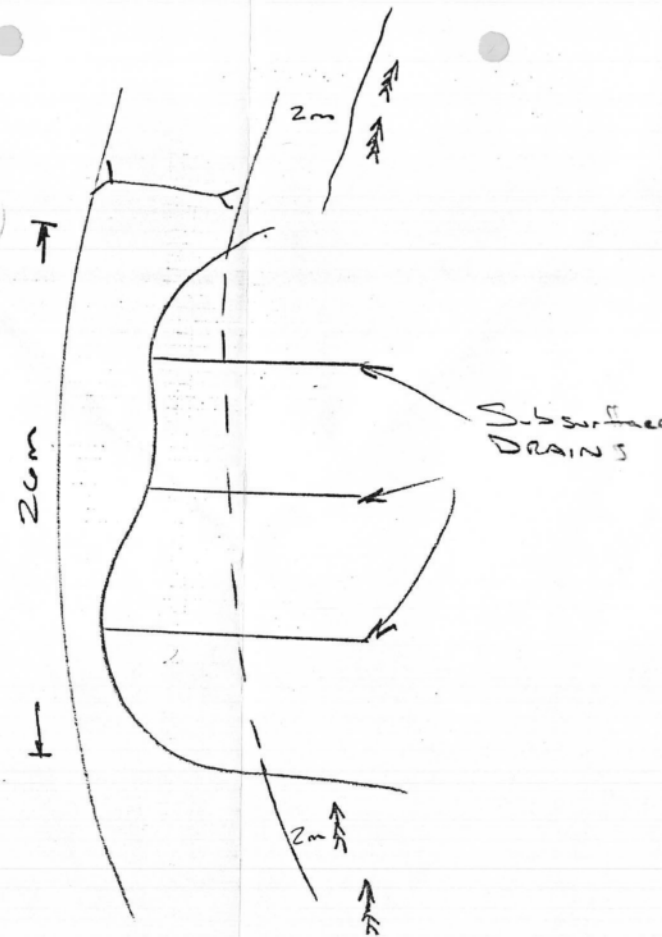
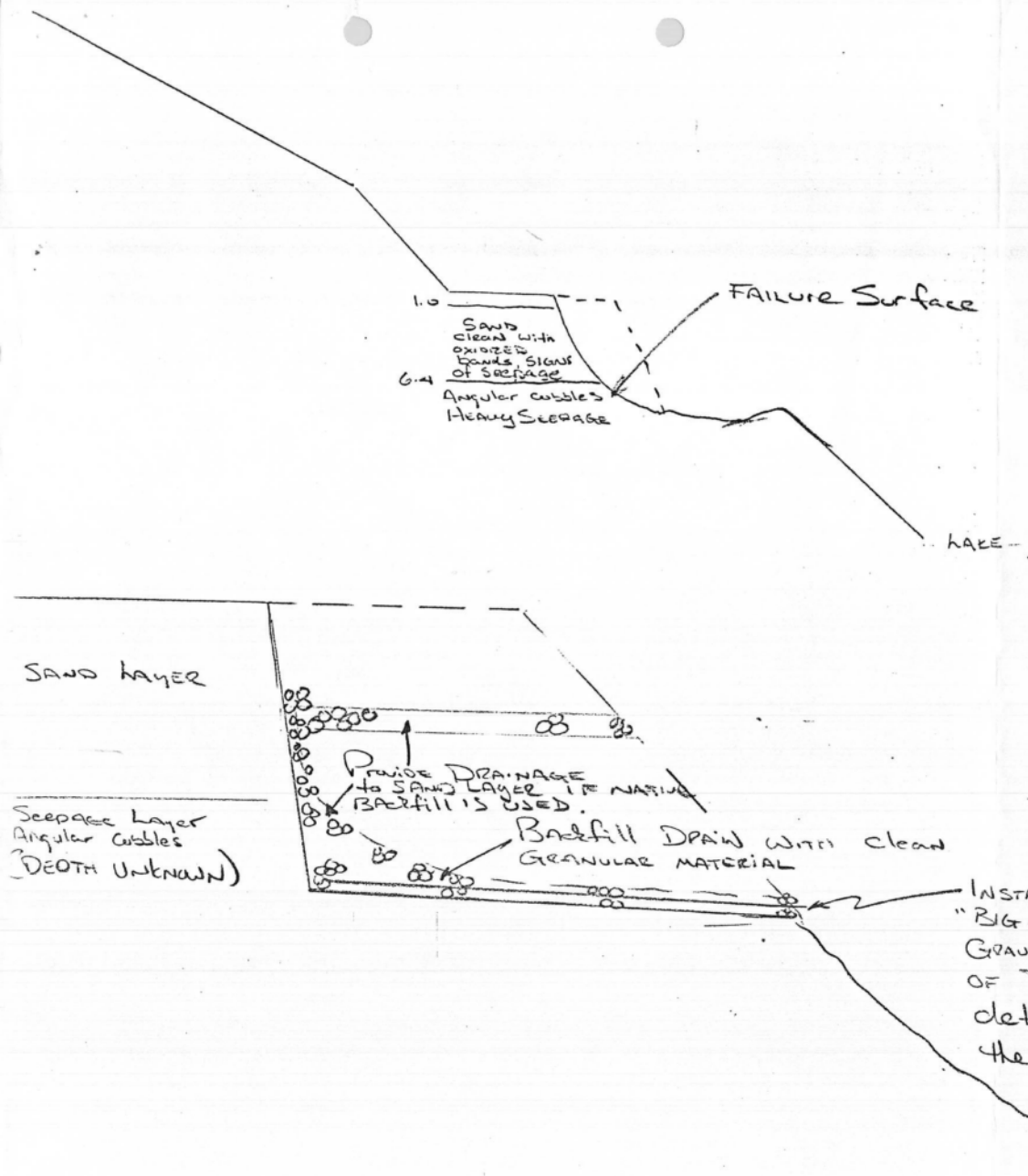
s.3

Printed By: Glenn Olle@SELKIRK_DIST
To: Glenn Olleck@SELKIRK_DIST
From: Brian Abear@SELKIRK_DIST
Cc:
Bcc:
Subject: Fish River Road
Attachment:
Date: 97/04/28 11:17

Have you responded to the letter by s.22
s.22
Fish River Road? For your informations.22
s.22 plan shows a Total s.22
Section 4 and s.22 ha ass.22

adjacent to
D.L. 502. The
ha with s.22 ha as

Brian Abear
District Technician
Selkirk District
837-7651 fax 837-9407



FISH RIVER ROAD Slide
 SELKIRK DISTRICT
 NTS GTN

Contract Area : 12 SELKIRK
Area Manager Area : C REVELSTOKE SOUTHWEST
Arterial No :
Sub Area:

Road Name : FISH RIVER ROAD

Route/Road No : 70

Electoral District

100.00 % 27 Nelson - Creston 0.00 %
0.00 % 0.00 %
0.00 %

CLASSIFICATIONS

FUNCTION	SURFACE	OPERATION	
Organized:	A-PC A-BPM O B T C 9.795 D 9.795 Total open 9.795 E F Total unopen	Summer	Winter
Arterial		1	A
Secondary		2	B
		3	C
Unorganized:		4	D
Trunk		5 9.795	E 9.795
Main		6	F
Collector		7	
Minor 9.795		8	
Unconstructed:			
Total 9.795	Total 9.795	Total 9.795	Total 9.795

Definitions of these classifications may be found in the Manuals of Policy and Procedures and Maintenance Management

Initial Point : E. Bdy., LOT 1, PLAN 5144, D.L. 505, K.D.

Terminal Point : E. BANK OF POOL CREEK, PLAN 728, D.L. 3505

Establishment: When // BEFORE 1921

How R/W DEDICATED BY PLAN 1127, JANUARY 1913 CROWN GRANT, R/W RESERVE, SECTION 4

Date Compiled : 62/10/04

or Revised : 70/02/01

74/01/01

//

//

73/08/01

79/02/01

//

//

89/06/15

METRIC

Remarks :

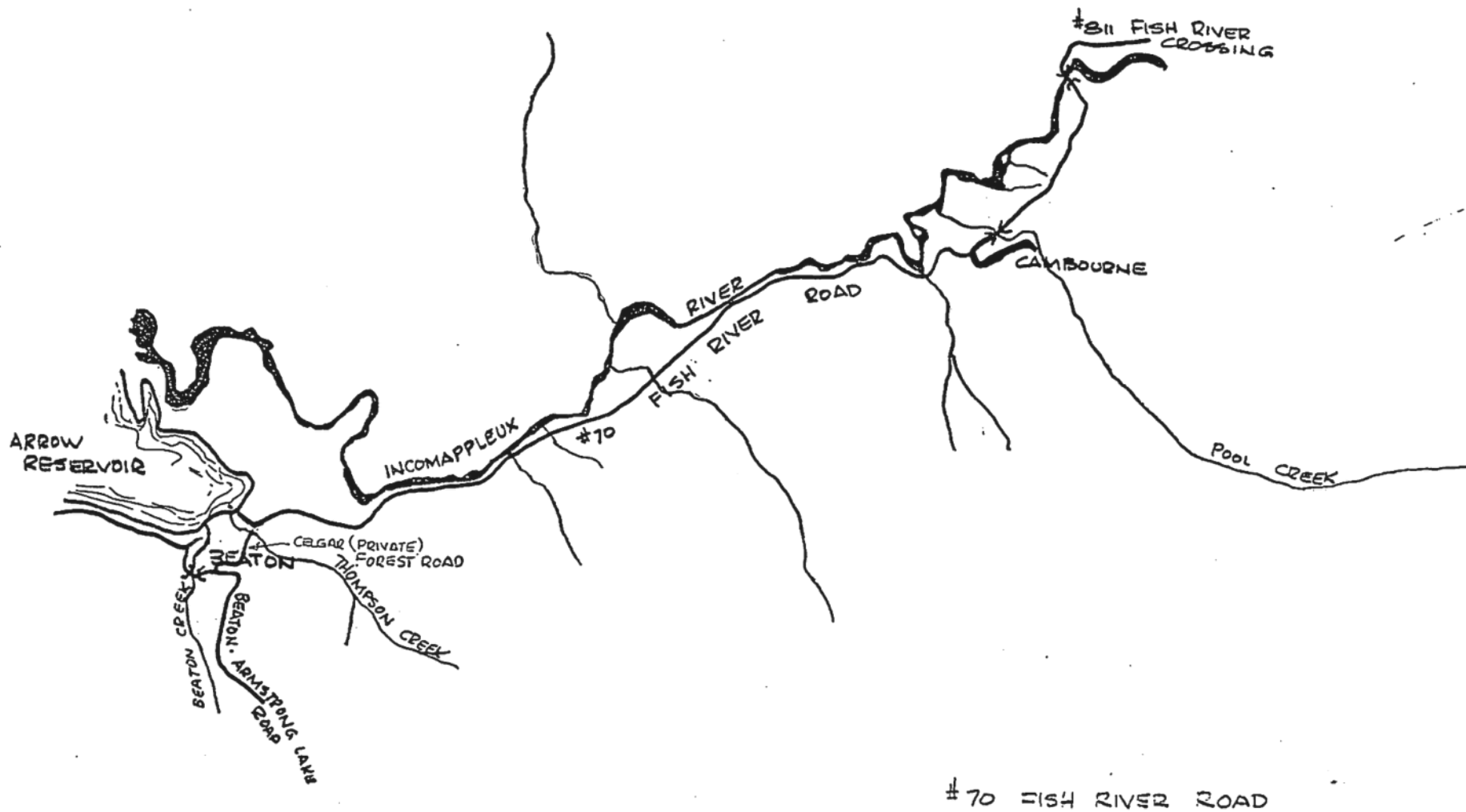
KILOMETRE LOG

Page 2

Road Name: FISH RIVER ROAD

Road No: 70

Km	Junctions and Structures	Legal Status	R/W Width	References/Landmark
0.000	INT.BEATON-ARMSTRONG 5D	//		30380 + 0.000
1.629	INT. FISH PIT ROAD	PL 18-236 GAZETTE //	20 m	0 + 0.000
5.795	S.22 5D	PL1127 DL 7805 //	SEC 4	0 + 0.000
5.795	S.22 5D	//		30390 + 0.000
9.795	POOL CREEK	PL 728 //	20 m	0 + 0.000





Province of
British Columbia

Ministry of
Transportation
and Highways

MEMORANDUM

Selkirk District
555 Victoria Rd (Upper Mall)
PO Box 710
Revelstoke BC V0E 2S0

#70 Fish River
Kootenays Regional Office
Geotechnical & Materials Branch
610 Lakeside Dr
Nelson BC V1L 5S7

Phone: 354-6681 Fax: 354-6619

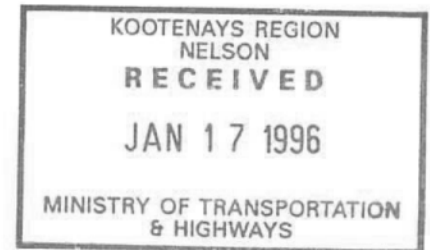
January 16, 1996

File: 33300

FILE COPY

Attention: Dean Handley, District Highways Manager

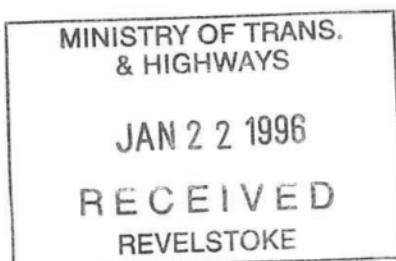
Re: Fish River Slide



Be advised that we have not received a CFS to cover the above project nor will we require one. The work on this project will be covered by Geotech and Materials overhead. Thank-you for your continued support in our endeavours.

R.A. Lidgren, P. Eng.
R.G.M.E.

/lc





Province of
British Columbia

Ministry of
Transportation
and Highways

MEMORANDUM

Selkirk District
555 Victoria Rd (Upper Mall)
PO Box 710
Revelstoke BC V0E 2S0

Kootenays Regional Office
Geotechnical & Materials Branch
310 Ward St
Nelson BC V1L 5S4

Phone: 354-6681 Fax: 354-6619

December 4, 1995

Our file: 33300-20

Attention: Glenn Olleck, Area Manager

Re: Fish River Road Slide

70
FILE: FISH
RIVER
ROAD

This memo is provided in response to your request to inspect and provide comments on proposed remediation of a landslide located on Fish River Road. From a visual inspection the slide appears to be approximately 6 - 7 metres in depth moving along a granular layer which is currently heavily charged with sub-surface seepage. The soil layer which extends from below the road structure to the gravel layer consists of a clean sand with oxidized bands, no seepage was observed within the sand layer at the time of the field visit although there is evidence of previous sub-surface water movement within this layer.

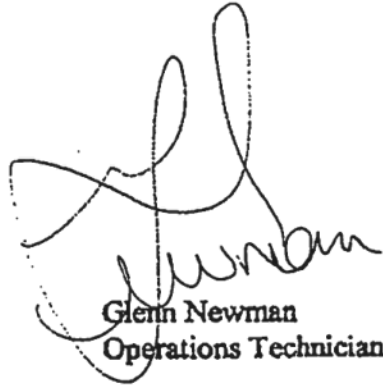
Prior to commencing backfilling of the slide area it is recommended that three drains consisting of a 150 mm diameter "Big O" pipe be installed within the granular layer and extending from the remaining roadway embankment to daylight upon reconstruction of the fill slope. The drains should be backfilled using clean, free draining granular material to ensure adequate drainage characteristics are obtained. The depth of this drain will be determined in the field but should extend to the full depth of the granular layer or 2 meters whichever is the least. Should native soils or less permeable material be used to backfill the slide a non-woven geotextile should be installed to provide separation of materials above the completed drains. In addition it is recommended that 1 - 1.5 meter deep layers of free draining material be installed from the remaining embankment fill to daylight. The purpose of these layers is to provide positive drainage to the sand layer. The location of these drainage layer(s) will be determined in the field. It is recommended that a representative from the Geotech Section attend the site during construction to assist in determining the final location of all drains.

Temporary traffic accommodation will be gained by excavation of the back-slope. This will result in oversteepening of the backslope soils and may result in some minor movement. A visual check of the slope did not reveal any obvious signs of previous instability. Frequent checks on the site should be made so that any changes in the stability of the backslope will not go unnoticed. In

FILE COPY

addition to this traffic should not be allowed to get within 2 meters of the edge of the slide and the vertical face remaining after the slide should be sloped after installation of the drains to provide greater stability for the temporary detour. The oversteepened backslope should be resloped once construction is complete to maintain the long term stability of the slope.

A sketch showing approximate location of drainage layers and proposed drains is attached.



Glenn Newman
Operations Technician

GN/lc

attachments

CC: Roy Lidgren, R.G.M.E., Kootenay Region
Dean Handley, DHM, Selkirk

To: Glenn Olleck
From: JOHN THOM
Subject: Fish River Bridge

KOO/SELKIRK
Security: General
Date Received: 95/10/20
Forwarded By: JOHN THOM

FILE:
FISH RIVER
ROAD

MSG:FROM: s.15; s.22 --MFOR01 TO: s.15; s.22 --WANGBSC CRON 95293LPH0016*
To: s.15; s.22 --WANGBSC s.15; s.22
cc: --MFOR01 Al Coombs --MFOR01 Brian Chow
--MFOR01 Robert Babiarz --MFOR01 John Thom

*** Reply to note of 10/13/95 13:28

From: John Thom

Subject: Fish River Bridge Replacement and PR Conversion 11250-30/3397

Yes, and as per our telecon with a small change....due to construction delays encountered, a change of conditions and scope of work, the bridge replacement will not be completed until the first week in November. With no vehicle access beyond it will not be possible to complete the legal survey for reference plan to define the jurisdictional change, until next spring.

In order to simplify the cost sharing mechanism and allow for your ministries financial involvement to be terminated in this fiscal year it is therefore requested that your office accept a JV for the \$50,000 for the structure replacement only. This would be the full and final amount of MOTH contribution towards the project and this office would then fund and complete the jurisdictional change of the Fish R. PR, from the West boundary of L.7808 to the Pool Cr. crossing within L.3505, as early as possible in 1996.

The JV will be submitted as soon as the bridge is completed and the final costs are tallied, hopefully within the next month.

Thank you for your participation and cooperation in this project.

Regards,
John C. Thom
Design and Survey Tech.
Nelson Forest Region

Intended For: JOHN THOM
Author: Glenn Olleck
Subject: Fish River Bridge

This Item is In Progress

Hi John, could you please update me on the dollar situation for the bridge. We committed, by letter, \$50,000. Are you going to be using all of this money in this fiscal year. We are facing further cutbacks and I need to update my budget information.

Thanks,

Glenn Olleck, Selkirk District, 837-7646, Fax 837-9407



Province of
British Columbia

Ministry of
Transportation
and Highways

Selkirk District
PO Box 710
Revelstoke, BC V0E 2S0
Phone: (604)837-7646
Fax: (604)837-9407

Your file: 11250-30/3397
Our file: Fish River Road #70

July 13, 1995

Ministry of Forests
Nelson Forest Region
518 Lake Street
Nelson, BC V1L 4L6

FILE COPY

Attention: Mr. C.A. Coombs
Regional Engineering Officer

Dear Al:

**Re: Incomappleux River Public Road (PR)/Forest Service Road (FSR)
Conversion and Incomappleux Canyon Bridge (N5-N01) Replacement**

Further to your letter of July 7, 1995 please be advised we agree to share in the costs of transferring the ownership of part of Number 70 Fish River Road to the Ministry of Forests. As agreed \$25,000 will be for the conversion and the remaining \$25,000 will be used towards replacing the structure. I note in your letter that it is possible that costs may exceed the estimated \$225,000 total cost of the project. Due to reduced funding and a possible "clawback" of funds it is highly unlikely we can commit to more than the \$50,000 initially agreed to.

This letter will serve as our commitment to the project and that we will accept your journal voucher for \$50,000.

Thank you for your assistance with this project.

Yours truly,

D.P. Handley
District Highways
Manager

DPH/nlc

cc: B.D. Hunter, Regional Manager Rehab. & Regional Operations, Nelson



Province of
British Columbia

Ministry of
Transportation
and Highways

Selk' District
PO Box 710
Revelstoke, BC V0E 2S0
Phone: (604)837-7646
Fax: (604)837-9407

Your file: 11250-30/3397
Our file: Fish River Road #70

July 13, 1995

Ministry of Forests
Nelson Forest Region
518 Lake Street
Nelson, BC V1L 4L6

Attention: Mr. C.A. Coombs
Regional Engineering Officer

Dear Al:

**Re: Incomappleux River Public Road (PR)/Forest Service Road (FSR)
Conversion and Incomappleux Canyon Bridge (N5-N01) Replacement**

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This letter will serve as our commitment to the project and that we will accept your journal voucher for \$50,000.

Thank you for your assistance with this project.

Yours truly,

D.P. Handley
District Highways
Manager

DPH/nlc

cc: B.D. Hunter, Regional Manager Rehab. & Regional Operations, Nelson

bcc: Glenn Olleck, Area Manager, Revelstoke
Brian Abear, District Technician, Revelstoke
Alice Lines, District Manager, Finance & Admin., Revelstoke

Province of
British ColumbiaMinistry of
Forests**FAX HEADER
ORIGINAL**

FILE NO.

TO		FROM	
NAME	Dean Handley	NAME	AL COOMBS
MINISTRY OFFICE OR FACILITY	District Hwy Manager. Highways.	MINISTRY OFFICE OR FACILITY	Ministry of Forests. ENGINEERING SECTION
PHONE NO.	837-7646	PHONE NO.	354-6200
FAX NO.	837-9407	FAX NO.	354-6250
SENT BY	L. STENSRUP	DATE	Y M D 95/07/11
		NO. PAGES TO FOLLOW	2
		AUTHORIZED SIGNATURE	

cc: Herb

Dean

COPY

MESSAGE

Allice

I will give a letter of authority
to Forestry to bid us for \$50,000 for
this project.

This will effectively freeze those
funds in event of a further slowdown

This is to transfer ownership of that
portion of Fish River Road from
proposed to Lamborne to Forestry as a
F.S.R. s.22

REPLY



Province of
British Columbia

Ministry of
Forests

Nelson Forest Region
518 Lake Street
Nelson, British Columbia V1L 4C6
Tel: (604) 354-6200 Fax: (604) 354-6250



File: 11250-30/3397

July 7, 1995

Dean Handley
District Highways Manager
Selkirk District Office
Box 710
Revelstoke, BC V0E 2S0

Dear Dean:

**Re: Incomappleux River Public Road (PR)/Forest Service Road (FSR) Conversion
and Incomappleux Canyon Bridge (N5-N01) Replacement**

With regard to the cost sharing proposal discussed in our April 26, 1995 meeting for the above project, which includes conversion of the Public Road to FSR status and the necessary structure replacement to be undertaken by Pope & Talbot Ltd., I offer the following:

1. The overall cost for the project is estimated at \$225,000.00, of which \$25,000 is attributed to the conversion of the PR to FSR and \$200,000.00 towards the replacement of the bridge.
2. Government contributions towards the project will total of approximately \$100,000; \$50,000 from the Ministry of Transportation and Highways (MOTH) and \$50,000 from the Ministry of Forests (MOF), provisional of installation of a permanent structure in this fiscal year.
3. The remaining \$125,000.00 plus will be born by Pope & Talbot Ltd. Note there are indications that the cost of the structure replacement will be in excess of the estimated \$100,000.
4. The construction contract for the replacement of the Canyon bridge has been tendered by the licensee and initial indications identify the contract to be in excess of \$100,000.

..J2

To: Ken Talbot, Pope & Talbot Ltd.
Page 2 of 2

With consideration to the MOTH contribution towards this project, I therefore request that you respond favorably with a commitment to contribute \$50,000 towards the project. Note that at the appropriate time the funding will be journal vouchered.

Your participation and cooperation in this project is greatly appreciated.

Yours truly,



C. A. Coombs
Regional Engineering Officer

cc: Ken Arnett, District Manager, Arrow Forest District

To: Glenn Olleck
From: AL COOMBS
Subject: Fish River Bridge

KOO/SELKIRK
Security: General
Date Received: 95/07/10
Forwarded By: AL COOMBS

MSG:FROM: s.15; s.22 --MFOR01 TO: s.15; s.22 --WANGBSC CRON 95191LPH0009*
To:s.15; s.22 --WANGBSC
cc: --MFOR01 Reiner Augustin s.15; s.22 --MFOR01 John Thom

*** Reply to note of 07/06/95 17:50

From: Al Coombs
Subject: Fish River Bridge

Thanks for the prompt regarding this project. We are proceeding with the transfer and have agreement on the Part of Pope & Talbot to undertake the work(via contract). I am not verse of all the details but will have John Thom follow up with your district ASAP.

Yours Truly
C.A.Coombs
Regional Engineering Officer
Nelson Forest Region



FILE COPY

File: 11250-30/3397

July 7, 1995

Dean Handley
District Highways Manager
Selkirk District Office
Box 710
Revelstoke, BC V0E 2S0

Dear Dean:

**Re: Incomappleux River Public Road (PR)/Forest Service Road (FSR) Conversion
and Incomappleux Canyon Bridge (N5-N01) Replacement**

With regard to the cost sharing proposal discussed in our April 26, 1995 meeting for the above project, which includes conversion of the Public Road to FSR status and the necessary structure replacement to be undertaken by Pope & Talbot Ltd., I offer the following:

1. The overall cost for the project is estimated at \$225,000.00, of which \$25,000 is attributed to the conversion of the PR to FSR and \$200,000.00 towards the replacement of the bridge.
2. Government contributions towards the project will total of approximately \$100,000; \$50,000 from the Ministry of Transportation and Highways (MOTH) and \$50,000 from the Ministry of Forests (MOF), provisional of installation of a permanent structure in this fiscal year.
3. The remaining \$125,000.00 plus will be born by Pope & Talbot Ltd. Note there are indications that the cost of the structure replacement will be in excess of the estimated \$100,000.
4. The construction contract for the replacement of the Canyon bridge has been tendered by the licensee and initial indications identify the contract to be in excess of \$100,000.

MINISTRY OF TRANS.
& HIGHWAYS

JUL 13 1995

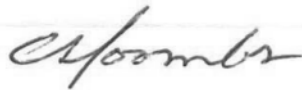
RECEIVED
REVELSTOKE

To: _____
Page 2 of 2

With consideration to the MOTH contribution towards this project, I therefore request that you respond favorably with a commitment to contribute \$50,000 towards the project. Note that at the appropriate time the funding will be journal vouchered.

Your participation and cooperation in this project is greatly appreciated.

Yours truly,



C. A. Coombs
Regional Engineering Officer

cc: Ken Arnett, District Manager, Arrow Forest District

CC: Glenn Olleck
From: Glenn Olleck
Subject: Fish River Bridge

K00/SELKIRK
Security: General
Date Received: 95/07/06

Hi Al, we are being hit with cutbacks in our District. I need to know immediately what is happening with the transfer of Fish River Road. At this time we have the funds available that we discussed earlier, but its not going to last unless we have a committment. Could you please let Dean Handley or Brian Abear know what is happening with this situation.

Thank you,

Glenn Olleck, Selkirk District, 837-7646, Fax 837-9407

MINISTRY OF TRANS.
& HIGHWAYS

MAY 18 1995

RECEIVED
REVELSTOKE

Nelson Forest Products
518 Lake Street
Nelson, British Columbia V1L 4C6
Tel: (604) 354-6200 Fax: (604) 354-6250

FILE COPY

Fish River Road

File: 11250-30/3397

May 15, 1995

Ken Taylor
Pope & Talbot Ltd.
Arrow Lakes Timber Division
Box 2000, Nakusp B.C.
V0G 1R0

Scotch® 7664 "Post-it" Routing-Request Pad
ROUTING - REQUEST

Please

☒

READ

☐

HANDLE

☐

APPROVE

and

☐

FORWARD

☐

RETURN

☐

KEEP OR DISCARD

☐

REVIEW WITH ME

Date

From

To *Glenn / Brian*

P.T.I.

STAY TUNED

[Signature]

Dear Ken:

**Re: Incomappleux River Public Road (PR)/Forest Service Road (FSR) Conversion
and Incomappleux Canyon Bridge (N5-N01) Replacement**

With regard to the proposal to cost share the above project which includes conversion of the Public Road to FSR status so that the necessary structure replacement can be completed under addendum to Pope & Talbot Ltd., I offer the following:

1. The overall cost for the project is estimated at \$225,000.00, of which \$25,000 is attributed to the conversion of the PR to FSR and \$200,000.00 towards the replacement of the bridge.
2. Contributions towards the project to a total of \$100,000 have been solicited and committed by the Ministry of Transportation and Highways (MOTH) and the MOF.
Note that:

- a) This commitment is provisional of installation of a permanent structure only and only available for this fiscal year.
- b) This project does not qualify for funding under the Watershed Restoration Program.
- c) Solicitation for contribution to the project has been made to Evans Forest Products, but in light of the minimum timber volume remaining in their Timber Berths, I would think the best you can hope for is their assistance in road maintenance.

3. This leaves the remaining \$125,000.00 to be born by Pope & Talbot Ltd.

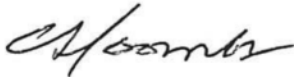
.../2

To: Ken Talbot, Pope & Talbot Ltd.
Page 2 of 2

It is realized that Pope and Talbot has a minimal opportunity to recover these costs, but it must also be realized that the MOF has directed a considerable amount of funding into the road system over the past decade; direct funding for the R/W Acquisition of the FSR road system from Pool Cr. north, direct funding for the bridge design, direct repair of the Green bridge and erosion control of the approaches under addendum.

With due consideration expediting this project, I therefore request that you respond favorably towards the above and respond as quickly as possible with a commitment to contribute \$125,000.00 directly to the project.

Yours truly,



C. A. Coombs
Regional Engineering Officer

cc: Ken Arnett, District Manager, Arrow Forest District
Dean Hadley, District Highways Manager, Selkirk District Office,
Box 710, Revelstoke, B.C.

#70 FISH RIVER ROAD





CC: Dean Handley
From: Dean Handley
Subject: FISH RIVER ROAD

KOO/SELKIRK
Security: General
Date Received: 94/09/09

Fish River #70

FILE COPY

Further to your letter of July 26th regarding the Transfer of Part of No 70 Fish River Road to a Forest Service Road, I would like to arrange to meet with you. I will be in Nelson from Sept. 13th to Sept. 22nd and if possible I can meet you during that time. If there is chance that we could schedule this meeting in Nakusp would be handy as I have staff from Revelstoke who will also be involved and it could save some travel. If this is not possible then wherever is convenient for you.

I apologize for the delay in getting back to you on this matter.



File: 11250-30/3397
Your File: No. 70 Fish River Road

July 26, 1994

Dean Handley
District Highways Manager
Selkirk District Office
Ministry of Transportation and Highways
Box 710
Revelstoke, British Columbia
V0E 2S0

Dear Dean Handley:

Re: Transfer of Part of No. 70 Fish River Public Road to Forest Service Road

This ministry agrees in principle with your initiative to transfer the jurisdiction of a portion of the Fish River Public Road to the Ministry of Forests. The proposal to transfer that portion of the Fish River Road north of Plan 1127, DL 7805 up to the present point of commencement of the Forest Service Road at Pool Creek, as per the protocol agreement between the two ministries.

Would you please indicate the earliest possible date you would be able to meet with the District and Regional Ministry of Forests' staff at the Nelson Regional Office, to discuss the particulars of the process and a time frame in which to complete the transfer.

B. Dice
Resource Officer, Engineering
Arrow Forest District

cc: C. A. Coombs, Engineering Officer, Nelson Forest Region

MINISTRY OF TRANS.
& HIGHWAYS

AUG 1 1994



Fish River Rd.

FILE COPY

File: 11250-30/3397

May 16, 1994

«Name»

«Address»

Dear :

**Progress Report on Canyon Bridge Structure
and Request to Resolve Cost-Sharing Arrangements**

I have been informed that the specifications for the Canyon Structure have been completed, that the project has been advertised for tender, with a viewing date set for Thursday May 12, 1994.

Tender openings are scheduled for the end of May, 1994; therefore we must now come to terms with payment for the structure which is estimated at \$150 000.

The structure design costs were paid out of Regional Engineering funds in 1993 at approximately \$18 500.

In addition, the Arrow Forest District requested and has received engineering vote funding to help cost-share this structure (as share contribution for the public, recreation, miners etc.) in the amount of \$25 000 which leaves an estimated balance of \$125 000. Therefore the remaining balance of expenditures for the purchase and installation of this structure is required to be cost-shared between the remaining forest users beyond the structure.

Dear / Ralph / Glenn.

Fish River Bridge. 94.5.24



RWD0024A

«Name»

File: 11250-30/3397

Page 2

I propose that cost sharing be based on the amount of m³ to be hauled over the structure within the next five years. From the responses received from the forest users the following percentages would apply.

Forest User	Meter ³	Percentage	Approximate Cost
Pope & Talbot	87 700	72.7	\$90 875
Evans Forest Products	30 000	24.9	31 125
Small Business	3 000	2.5	3 125
	120 700	100.1	125 125

I request a meeting in Nakusp with all participants to wrap up the details. Please bring sufficient information to validate your timber volumes. Please call as soon as possible if you have any concerns regarding this proposal.

Also since Pope & Talbot will be handling the "works" and payments to the contractor, the other road users will be required to provide written (legal) assurance to Pope & Talbot that "share" payments whether as progress payments or on completion of the project by a specific date.

Please call me in regard to a date for a meeting. My suggestion is for Wednesday, June 1, 1994 at Pope & Talbot's office in Nakusp. Please respond as soon as possible.

Yours truly,

R. W. Dice
Resource Officer, Engineering
Arrow Forest District

cc: D. P. Handley, Ministry of Transportation and Highways, Box 710,
Revelstoke, B.C. V0E 2S0

cc: Ian Hamann, Operations Manager, Harvesting, Arrow Forest District

cc: Brian Chow, Field Engineer, Nelson Forest Region

Name	Address
Pope & Talbot Ltd.	Box 2000 Nakusp, B.C. V0G 1R0
Evans Forest Products Ltd.	Box 170 Golden, B.C. V0A 1H0
Al Skakun	Resource Officer, Small Business Arrow Forest District 845 Columbia Avenue Castlegar, B.C. V1N 1H3



MEMORANDUM

Ken Arnett
District Manager
Ministry of Forests
845 Columbia Avenue
Castlegar, B.C.
V1M 1H3

May 12, 1994
Selkirk District
P.O. Box 710
Revelstoke, B.C.
V0E 2S0
Phone: 837-7646
Fax: 837-9407

Your File: 11250-30/3397
Dist. File: #70 Fish River Rd.

Re: Transfer of No. 70 Fish River Road

The Ministry of Transportation and Highways has jurisdiction over a portion of Fish River Road north of District Lot 7805 to Pool Creek in District Lot 3505. While the road is used mainly by the logging industry MoTH is responsible for road and bridge maintenance. The Ministry of Transportation and Highways wishes to implement the Forest Service Roads/Highway Conversion section of the protocol agreement between the two Ministries. The proposal is to transfer that portion of Fish River Road north of Plan 1127, DL 7805 to Pool Creek thereby extending the Incomappleux Forest Service Road established by Plan 20069.

On October 21, 1993 Mike Webster of Pope and Talbot informed the Ministry that as a result of a recent bridge inspection they have placed a 10 tonne load limit on the Fish River Bridge in the canyon. In a recent telephone conversation with Bob Dice it was learned that the engineered design of a replacement structure is complete with the estimated replacement cost being \$150,000. The Ministry of Forests has proposed a cost sharing arrangement between MOF, Pope & Talbot, Evans Forest Products and MoTH to fund the bridge replacement.

The right of way along this portion of Fish River Road is classified as Section 4. Before a transfer can be effected, a right of way of 20 metres minimum must be established. Dean Handley, District Highways Manager is willing to meet with you to discuss the transfer of the public highway and cost sharing possibilities with your Ministry.

A convenient meeting date could be arranged in Castlegar on alternate Tuesdays of each month when Dean Handley is in the Nelson area.

Yours truly,

Brian Abear
District Technician

BA/nlc

Date: 94/02/23

To: Dean Handley, Glenn Olleck, Ralph Falbo

From: D.P. Handley

FILE COPY

**Subject: Incommapleux (Fish) River Canyon
Bridge on Highway No. 70 Fish River
Road.**

Note from Alice:

We won't know if funds are available until the new fiscal budget is received.

/nlc



#70 Fish River

File: 11250-30/3397
Public Road #811 or #70(?)

February 15, 1994

D. P. Handley, D.M.
Ministry of Transportation and Highways
Box 710
Revelstoke, B.C.
V0E 2S0

Dear Mr. Handley:

Incommapleux (Fish) River Canyon Bridge on Highways No. 70 Fish River Road.

The purpose of this letter is to update you on our progress to date on the replacement of the above mentioned structure. Additionally, information from all road users regarding proposed public or licensee usage is required.

To date, the MOF Regional office has contracted the services of a Professional Engineer to design a replacement structure. This will be completed by March 31, 1994 at an estimated maximum cost \$18,500.

The initial estimate of a replacement structure is \$150,000. I am told by all three licensees (P&T, Evans, & Small Business) that their remaining timber volumes in the Incommapleux drainage are minor. Therefore, either the remaining timber will have to remain unharvested, or some kind of cost-sharing arrangement will have to be worked out between the interested parties.

Additionally, Highways has at least some minor vested interest in keeping the road access open, as does the Ministry of Forests' Engineering Vote, (which is separate from the Small Business) for public or other user needs. Therefore, I am proposing a cost sharing agreement be reached between the following parties: MOF (Eng Vote & SB Vote), Ministry of Transportation and Highways (MOTH), P&T, and Evans. All things going well, this structure can potentially be replaced by June 1994, provided that financial arrangements can be agreed to.

.../2



D. M. Handley
File: 11250-30/3397
Page 2

Request to MOTH: Do you have any public access needs or obligations for this road system? If so, are you willing to cost share in the replacement of this structure?

Request to P&T, Evans, and Small Business: Are you willing to cost share to replace this structure? If no, the road will remain closed for hauling. If yes, what timber volumes will be hauled across it. Please verify your figures as this should be the primary factor (but not necessarily the only factor) for determining cost-share percentages.

Final Note: The Ministry of Forests (Arrow) and the Ministry of Transportation and Highways (Revelstoke) have yet to meet to discuss the future legal status of this road. (i.e. should it become an Forest Service Road).

Also, in addition to the already committed \$18,500 (1993 MOF-Nelson) for the structure design, the MOF-Arrow has requested \$30,000+ in the 1994 budget to help cost share in the replacement of this structure. Allocations will not likely be finalized until early April.

Yours truly,



R. W. Dice
Resource Officer, Engineering
Arrow Forest District

cc: Ian Hamann, Operations Manager, Harvesting, Arrow Forest District
cc: Paul Maika, Area Technician, Nakusp Field Office
cc: Al Coombs, Engineering Officer, Nelson Forest Region
cc: Brian Chow, Field Engineer, Nelson Forest Region
cc: John Thom, Design & Survey Technician, Nelson Forest Region

InterOffice Memo

FILE COPY

To: Ralph Falbo, Dean Handley

From: D.P. Handley

Date: February 4, 1994

Subject: Down Rating of Incommapleux (Fish) River Canyon
Structue on Public Road No. 811 to 10 Tonnes

file: #70 Fish River Rd.



RECEIVED
REVILLITAKE

File: 11250-30/3397
Highways Public Road #811

November 2, 1993

«Licensee» GLEN OWLECK / DEAN HANDLEY
«Address»

Dear:

**Down Rating of Incommapleux (Fish) River Canyon
Structure on Public Road #811 to 10 Tonnes**

Pope and Talbot (Mike Webster, Road Foreman 265-3741) recently had some concerns regarding a structure known as the Canyon Bridge which provides access into the Incommapleux drainage (see attached map for approximate location of structure). The Canyon "bridge" does not cross the Incommapleux River, but is a structure that skirts around a difficult high, steep rock canyon section. A review by a Professional Engineer, indicates that the structure must be down rated to 10 tonnes. (P&T will post load limits.) The Canyon structure is situated on an unmaintained (by public funding) road section of Public Road #811. Nevertheless, Highways is the approving agency regarding any proposed structural works within this road section (see road status history below).

Note: The Forest Service will soon request discussions with Highways regarding whether or not the "unmaintained" portion of P.R. #811 on which the Canyon structure is situated, should become an FSR rather than a public road. Therefore, the FS will also request to be included in the evaluation of any structural proposals.

... /2

«Licensee»

File: 11250-30/3397

November 2, 1993

Page 2

Access beyond the Canyon structure is required for following licensee chart areas: Pope & Talbot, Evans Forest Products, and MOF Small Business. I believe that relatively small timber volumes are anticipated to be removed from this drainage, by all of the above parties, over the next few years. Therefore a request for participation by either P&T or the FS to all of the above, in regards to cost sharing for the replacement or repair of this structure, can be anticipated shortly.

This situation cannot be quickly resolved, as authority to do the work must first be obtained from Highways and cost sharing agreements need to be sorted out. Also rock stability studies and engineering reports are required. An estimate of the time required to accomplish the above is two months. An estimate of the dollars required to upgrade the structure is \$130 000 to \$150 000.

Approximate Status and History of Road: The Canyon bridge is located on a Section 4 Highways road known as PR #811, which formerly provided access to the community of Cambourne at L3505. Since there are no longer any residents in the Cambourne community, Highways has only been maintaining the public road up to the last residents home on Lot 7805. (The Incommapleux FS Road #11250-30/3397 begins in L3505 at the end of the PR #811.)

Therefore, the unmaintained portion of the Section 4 road, from L7805 to the old Cambourne community in L3505, is in a sense a "no man's land" with Highways retaining authority over it, yet not expending maintenance dollars on it. Previous maintenance needs were addressed by means of an access agreement between Highways and P&T's predecessor Canadian Cellulose. Highways (Grant Olleck, Revelstoke, 837-7646) is investigating if this agreement is still valid. I believe that previous maintenance needs regarding the Canyon Structure were addressed on a cost-share basis between Westar (P&T) and Evans Forest Products.

.../3

Licensee	Address
Atco Lumber Ltd.	Box 369 Fruitvale, B.C. V0G 1L0
Bell Pole Co. Ltd.	1C - 5270 Auto Road S.E. Salmon Arm, B.C. V1E 4M3
Kalesnikoff Lumber Co. Ltd.	Box 3000 Thrums, B.C. V1N 3L4
Riverside Forest Products Ltd.	RR 2 Lumby, B.C. V0E 2G0
Slocan Forest Products Ltd.	Slocan, B.C. V0G 2C0
Pope & Talbot Ltd.	Box 2000 Castlegar, B.C. V1N 4G4
Pope & Talbot Ltd.	Box 2000 Nakusp, B.C. V0G 1R0
Evans Forest Products Ltd.	Box 170 Golden, B.C. V0A 1H0

«Licensee»

File: 11250-30/3397

November 2, 1993

Page 3

Conclusion: In the short term the issue regarding the Canyon structure upgrade is being addressed by both P&T and the Forest Service in consultation with Highways. In the long term, the issue of the road tenure and responsibility for structural liabilities, from the road section at L7805 to L3505 needs to be resolved, i.e., should it be Highways' maintained, or a licensee maintenance agreement, or should it become a Forest Service Road. The long term issue can hopefully be discussed and resolved this winter. In the meantime, if you have any further questions or concerns regarding upgrade of the Canyon Structure, please contact both P&T's Mike Webster and/or myself.

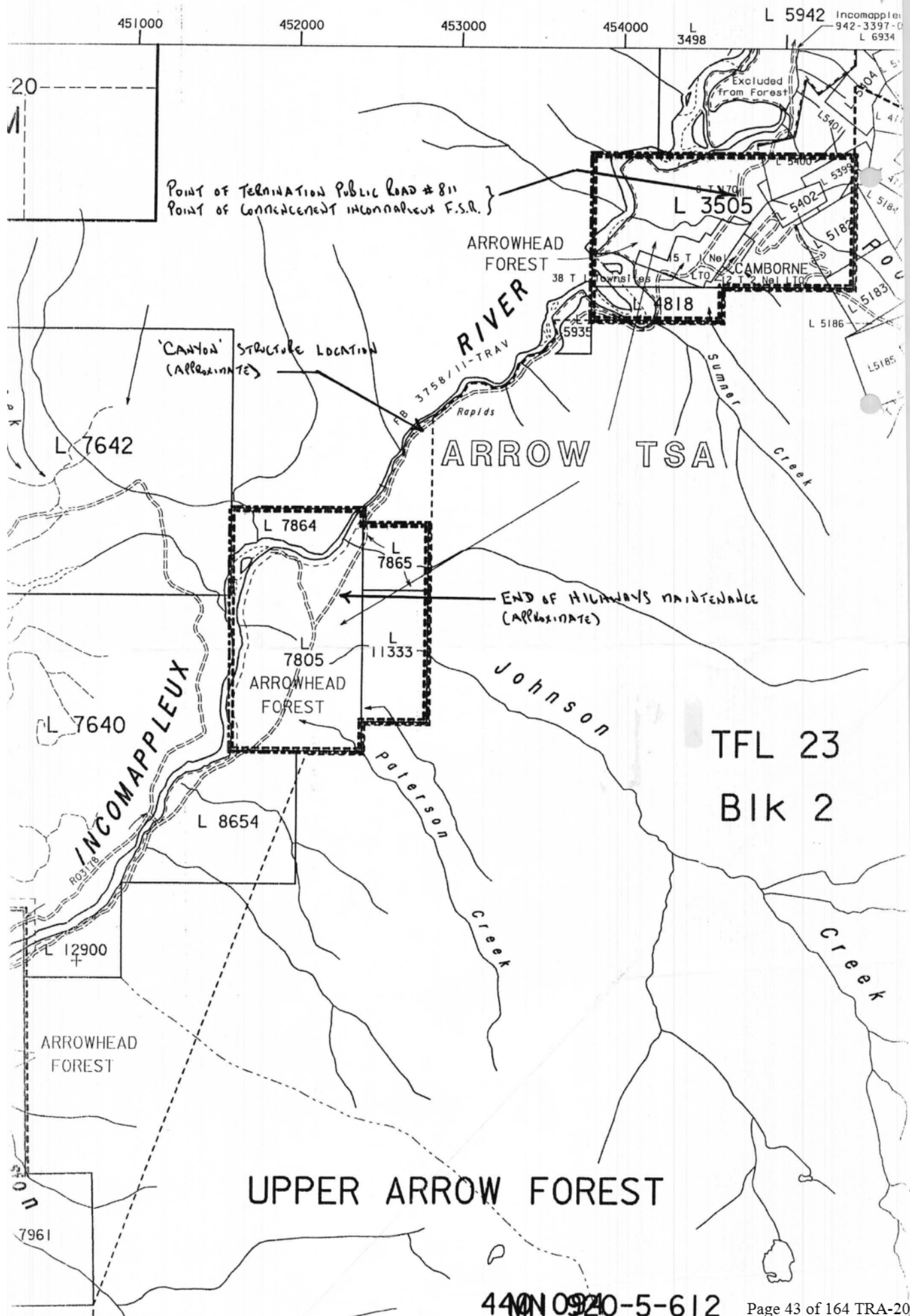
Yours truly,

R. W. Dice

Resource Officer, Engineering

Arrow Forest District

cc: Ian Hamann, Operations Manager, Harvesting, Arrow Forest District
cc: Len Eddy, Resource Officer, Timber, Arrow Forest District
cc: John Currie, FOS, Harvesting, Arrow Forest District
cc: Al Skakun, Resource Officer, Small Business, Arrow Forest District
cc: Paul Maika, Area Technician, Nakusp Field Office
cc: Al Coombs, Engineering Officer, Nelson Forest Region
cc: Brian Chow, Field Engineer, Nelson Forest Region
cc: John Thom, Design & Survey Technician, Nelson Forest Region
cc: Glen Olleck, District Manager, Ministry of Transportation and Highways,
Selkirk District Office, Box 710, Revelstoke, B.C. V0E 2S0





PROJECT ASSIGNMENT

TO: Glenn Olleck

DATE:

COPY
FILE - 09335
FISH
RIVER
ROAD.

PROJECT MANAGER

PROJECT NO.:

RC Proj. No.

PROJECT NAME: Fish River Road No. 70

You are hereby appointed Project Manager for the above project. The outline of the assignment is as follows:

With a phased project, prepare right of way acquisition plans for the eventual reconstruction of this road in the vicinity of Beaton. This project will start at No. 800 Beaton, Armstrong Lake Road and proceed along those sections of roads created by Section 4 of the Highway Act and legally surveyed to the mouth of the Fish River Canyon.

The allocated budget is \$25,000.00 1993/94

You are required to execute the project in accordance with the "Project Management Policy & Procedures" manual issued by the Operations Department of the Ministry.

Please compile a draft of the "Project Initiation Notice" (PMSS 1) for our joint review.

Signed:

Position: D.P. Handley,
District Highways Manager

attachments



PROJECT ASSIGNMENT

TO: Glenn Olleck

DATE:

PROJECT MANAGER

PROJECT NO.:

RC Proj. No.

PROJECT NAME: Fish River Road No. 70

You are hereby appointed Project Manager for the above project. The outline of the assignment is as follows:

With a phased project, prepare right of way acquisition plans for the eventual reconstruction of this road in the vicinity of Beaton. This project will start at No. 800 Beaton, Armstrong Lake Road and proceed along those sections of roads created by Section 4 of the Highway Act and legally surveyed to the mouth of the Fish River Canyon.

The allocated budget is \$5,000.00 1993/94

You are required to execute the project in accordance with the "Project Management Policy & Procedures" manual issued by the Operations Department of the Ministry.

Please compile a draft of the "Project Initiation Notice" (PMSS 1) for our joint review.

Signed:

Position: D.P. Handley,
District Highways Manager

attachments

PROJECT INITIATION (OR REVISION) NOTICE

Project N°: 0, 9, 3, 3, 5 Project Name: No. 70 Fish River Road

Highway Region	Highway District	Regional Manager Responsible							
N°: R #3	Electoral Area	Name:	Resp. Ctr. N°						
Name: Kootenays	Econ. Dev. Reg.	Dean Handley	3 1 2						
Project Manager: Brian Abear		If a Revision: N° & Date: <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>							
Letter of Assignment Dated: 93/07/21		D M Y 							

Scope of Project: To prepare right of way acquisition plans for No. 70 Fish River Road following existing Section 4 highway. The project commences at the junction of No. 800 Beaton Armstrong Lake Road and terminates at the south boundary of District Lot 7805.

(Refer to detailed scope if necessary)

Objective / Reason for Project: To provide a legally established R/W width of a minimum 20 metres thereby enabling road maintenance activities beyond the existing road edge.

Schedule:

Milestones & Dates: R/W plans to

D M Y
20 | 0 | 8 | 9 | 3

Start Date: D M Y
21 | 0 | 7 | 93

(describe as Property Services

D M Y
| | |

Completion Date: D M Y
31 | 00 | 3 | 94

applicable)

D M Y
| | |

Budget:

Project Total

Fiscal Year: 1993

Amount (\$): \$ 25,000

(Refer to FMIS / PCT Sub Project / Activity backup if necessary)

= \$ 25,000

Comments:

(if Revision refer to

"Notice of Change")

Notice Produced By: Brian Abear Signed: Brian Handley

D M Y
21 | 0 | 7 | 93

Approved By: Dean Handley Signed: Dean Handley

D M Y
21 | 0 | 7 | 93

Position: District Manager



Province of
British Columbia

Ministry of
Transportation
and Highways

MEMORANDUM

To: Mr. G. E. Miller
District Highways Manager
Ministry of Transportation
and Highways
REVELSTOKE, British Columbia

Date: July 22, 1988
Branch/Dist: R#3, Revelstoke
Address: 310 Ward Street
NELSON, British Columbia
Phone: VIL 5S4
Hdqtrs. File: 354-6400
Region File: 2311/346225
District File: B38-20-0
38-20-0

RE: FISH RIVER ROAD

We have reviewed the alternatives and suggest you proceed in the following manner:

1. A District Plan should be prepared to acquire all necessary right-of-way up to and through s.22 property.
2. The section beyond s.22 should be closed and transferred to the Ministry of Forests for use as a forest service road.


Please contact the undersigned if you have any questions with regards to necessary procedure.

WGL/mm

MINISTRY OF TRANS.
& HIGHWAYS

JUL 29 1988

REVELSTOKE


G. J. Sutherland, P.Eng.
Regional Director, Highways

DIST. HWYS. MANAGER	INFO.	ACTION
SENIOR FERRY CAPTAIN		
DIST. OFFICE MANAGER		✓
DIST. TECHNICIAN		
SHOP FOREMAN/STOCK		
FOREMAN AREA A, B, C, N.		
DISTRICT CO-ORDINATOR		
PAYROLL ACCOUNTANT/FILED		
SURVEY CREW		

DIST. HWYS. MANAGER	INFO	ACTION
FERRIES, GLADE, HARROP, SKC, SRE		
DIST. OFFICE MANAGER	Aw	
DIST. TECHNICIAN		
SHOP FOREMAN/STOCK		
FOREMAN AREA A, B, C, N.		
DISTRICT CO-ORDINATOR		

PROJECT INITIATION (OR REVISION) NOTICE

Project N°: <u>09335</u>		Project Name: <u>FISH RIVER ROAD R/W</u>	
Highway Region	Highway District <u>12</u>	Regional Manager Responsible	
N°: <u>R3</u>	Electoral Area <u>1</u>	Name:	Resp. Ctr. N°
Name: <u>KOOTENAYS</u>	Econ. Dev. Reg. <u>1</u>	<u>DEAN HANDLEY</u>	<u>3112</u>
Project Manager: <u>GLENN OLECK</u>		If a Revision: N° & Date: <u>11</u> <u>021093</u>	
Letter of Assignment Dated:			

Scope of Project: ACQUIRE R/W, WHERE REQUIRED, FROM #800 BEATON-ARMSTRONG ROAD TO THE SOUTH BOUNDARY OF DL7805. DISTRICT PLANS 12C-070-01 TO 06.

(Refer to detailed scope if necessary)

Objective / Reason for Project: TO PROVIDE R/W FOR MAINTENANCE ACTIVITIES AND FOR FUTURE RECONSTRUCTION.

Schedule:	Milestones & Dates: <u>R/W PLANS TO</u>	<u>24</u> <u>09</u> <u>93</u>
Start Date: <u>21</u> <u>07</u> <u>93</u>	(describe as <u>PROPERTY SERVICES</u>)	<u>1</u> <u>1</u> <u>93</u>
Completion Date: <u>31</u> <u>03</u> <u>94</u>	applicable)	<u>1</u> <u>1</u> <u>94</u>

Budget:	Project Total
Fiscal Year: <u>1993</u>	
Amount (\$): \$ <u>5000</u>	= \$ <u>5000</u>
(Refer to FMIS / PCT Sub Project / Activity backup if necessary)	

Comments: _____

(if Revision refer to _____

"Notice of Change") _____

Notice Produced By: <u>GLENN OLECK</u>	Signed: <u>[Signature]</u>	<u>02</u> <u>10</u> <u>93</u>
Approved By: <u>DEAN HANDLEY</u>	Signed: <u>[Signature]</u>	<u>02</u> <u>10</u> <u>93</u>
Position: <u>DIST HWS MGR</u>		

PROJECT INITIATION (OR REVISION) NOTICE

Project N°: <u>09335</u>		Project Name: <u>FISH RIVER ROAD</u>	
Highway Region	Highway District <u>12</u>	Regional Manager Responsible	
N°: <u>3</u>	Electoral Area <u>1</u>	Name:	Resp. Ctr. N°
Name: <u>KOOTENAYS</u>	Econ. Dev. Reg. <u>1</u>	<u>DEAN HANDLEY</u>	<u>3112</u>
Project Manager: <u>GLENN OLLECK</u>		If a Revision: N° & Date: <u>12</u> <u>940204</u>	
Letter of Assignment Dated:			

Scope of Project: ACQUIRE R/W, WHERE REQUIRED, FROM #200 BEATON -
ARMSTRONG ROAD TO THE SOUTH BOUNDARY OF DL7805,
DISTRICT PLANS 12C-070-01 TO 06
 (Refer to detailed scope if necessary)

Objective / Reason for Project: TO PROVIDE R/W FOR MAINTENANCE
ACTIVITIES AND FOR FUTURE RECONSTRUCTION

Schedule: Milestones & Dates: R/W PLANS TO 12/01/93
 Start Date: 2/15/93 (describe as PROPERTY SERVICES)
 Completion Date: 3/10/94 applicable)

Budget: Project Total
 Fiscal Year: 1993
 Amount (\$): \$ 6000 = \$ 6000
 (Refer to FMIS / PCT Sub Project / Activity backup if necessary)

Comments:
 (if Revision refer to
 "Notice of Change")

Notice Produced By: GLENN OLLECK Signed: [Signature] 940204
 Approved By: DEAN HANDLEY Signed: [Signature]
 Position: DHM



MEMORANDUM

Dean Handley
District Highways Manager
Ministry of Transportation & Highways
Box 710
Revelstoke, B.C.
VOE 2S0

October 22, 1993
Selkirk District
P.O. Box 710
Revelstoke, B.C.
VOE 2S0
Phone: 837-7646
Fax: 837-9407

Dist. File: 38-40-0

Re: No. 6734 Fish River Bridge

On October 21, 1993 Pope and Talbot representative, Mike Webster, informed the Ministry that as a result of a bridge inspection by their engineering personnel they have placed a 10 tonne load limit on No. 70 Fish River Bridge.

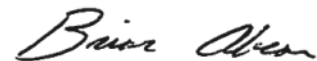
Since Fish River Bridge lies within that section of No. 70 Fish River Road covered by a lease agreement Property Services have been asked to research the validity of the lease. G. Siegrist determined that the
s.21 He also believes
that successorship rights exist and the lease would be automatically transferred to the new tree farm owners, Pope & Talbot Ltd. G. Siegrist will consult with G. Simmons on October 25, 1993 to confirm his assumptions.

On Friday, October 22, 1993 a site meeting at the bridge was held. In attendance were R. Falbo, Robert Rollins and myself representing MOTH, Mike Webster of Pope & Talbot and Bob Pack of Terra Tech. After a lengthy investigation Bob Pack had some recommendations for consideration. One of the supporting concrete piles has shifted as a result of the rock underneath the column splitting. It was also evident from the excessive number of shims on each and every concrete pile that the entire structure is shifting. Further evidence of movement is seen in the twisting the I-beam needle beam. Given the apparent movement of the structure Bob Pack is recommending replacement of the entire bridge.

Mike Webster recognizes the Ministry's unwillingness to fund the re-construction. He agrees with the MOTH intent to turnover that portion of Fish River Road north of the north boundary of District Lot 7805. M. Webster also wished to discuss the necessity of the lease agreement with Pope & Talbot staff. He questions the need to haul overwidth / overweight loads on Fish River Road if the Beaton Log Dump is not in use. To have to maintain the Ministry sections of the road for no evident hauling advantage is not economically reasonable to the company.

D.P. Handley
Re: Fish River Bridge
Page 2

In conclusion, it was apparent that Pope and Talbot did not expect funding from the Ministry to replace Fish River Bridge. M. Webster urged MOTH personnel to complete the transfer of Fish River Road to the Ministry of Forests stating that the liability for the engineering work required for the re-construction would then be MOF responsibility.



Brian Abear
District Technician

BA/nlc

cc: R. Falbo, Contract Area Manager Bridges, Selkirk
Glenn Olleck, Contract Area Manager, Selkirk
Harb Grewal, Contract Area Manager Trainee, Selkirk

BOB DICE MOF CASTLEGAR 365-8600

MIKE WEBSTER POPE+TALBOT NAKUSP 265-3741

- 20 TON LOAD LIMIT ON BRIDGE
- CEMENT & WIRE PROBLEMS UNDERNEATH
- P&T WANT TO BUILD BRIDGE TO OUR STANDARDS; ^{MOTH} CERTIFIED OK.
- SET UP MEETING WITH MIKE WEBSTER FRIDAY TO LOOK IT OVER.
- ^{P&T} WANT APPROVAL TO REPAIR BRIDGE EVEN IF LEASE IS NOT VALID.
- ~~NO~~ COST TO MOTHS; COST WOULD BE DISTRIBUTED BETWEEN P&T, BELPOLE, EVANS etc.
- IF NO LEASE CAN DO BY PERMIT
 - GREGORY SIMMONS HAS SOME LIABILITY CLAUSES IF REQUIRED.
- I HAVE FAXED ALL INFO TO GREGORY SIMMONS

9/3/10/21 16:20

Gordie Siegrist stated

s.21

s.21

He believes

s.21

that the lease was transferable from Webster to Pope & Talbot.

Gordie Siegrist is going to consult with G. Simmons on Monday to confirm the above.

Brian M.



Province of
British Columbia

Ministry of
Transportation
and Highways

P.O. Box 710
Revelstoke, BC
V0E 2S0

FILE COPY

Phone: 837-7646
Fax: 837-9407

Our file: #70 Fish Riv. Rd.

October 15, 1993

Bob Dice
Resource Officer
Ministry of Forests
845 Columbia Avenue
Castlegar, B.C.
V1M 1H3

Dear Sir:

Re: No. 70 Fish River Road

Further to your telephone discussion with our Mr. Harb Grewal on October 15, 1993, enclosed is a copy of the Road Lease Agreement between Ministry of Transportation and Highways and Canadian Cellulose Company Limited and copy of letter from Westar Timber to drop the lease agreement on September 26, 1986.

Fish River Road from 222 to Cambourne is mainly used by the logging industry. This ministry proposes that this section of road become Forest Service Road. Previously, the Forest Service took over the road North of Pool Creek Bridge from Cambourne collectively now known as Incommappleux Forest Service Road.

We are willing to meet with you and discuss this matter at your convenience.

Yours truly,

D.P. Handley
District Highways Manager

HG/nlc
Enc.

cc: Harb Grewal, Area Manager, Trainee, Revelstoke

THIS INDENTURE made the

day of

A.D. 1974

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of British Columbia as represented by the Minister of Highways and The Minister of Transport and Communications for the Province (hereinafter called "the Lessor")

OF THE ONE PART

AND: CANADIAN CELLULOSE COMPANY LIMITED,
P.O. Box 1000,
Nakusp, British Columbia (hereinafter called "the Lessee")

OF THE OTHER PART

WITNESSETH that Her Majesty, under and by virtue of all power thereto enabling, doth hereby demise unto the said Lessee, its successors and assigns, ALL that parcel of land comprised within the sixty-six foot road allowance of all that portion of #70, Fish River Road and #811 Fish River Crossing Roads, near Beaton, Upper Arrow Lake. Commencing at the east boundary of Lot 2, Plan 1321 of District Lot 7959, Kootenay District; thence extending north easterly along easterly bank of the Incomappleux River to District Lot 5942, Kootenay District; thence across the Incomappleux River to the westerly bank of said River; thence northerly along the westerly bank of said river to terminal point of #811 Fish River Crossing Road.

ALL as indicated in red on the plan attached hereto and designated as "Plan A" and, hereinafter referred to as "the road".

ERM

TO HOLD the same premises unto the Lessee, its successors and assigns as a private trucking road for a term of One (1) year commencing April 1, 1974 and thereafter from year to year unless notice is given to the contrary.

ONSIDERATION

YIELDING and paying therefore unto Her Majesty, in advance, yearly and every year, the rent of Ten Dollars (\$10.00) per annum of lawful money of Canada, payable on or before the first day of March in each year at the office of the Minister of Highways at the City of Victoria and whether demanded or not. The first payment to be made April 1, 1974.

XES

AND the Lessee, for itself, its successors and assigns, hereby covenants with the Lessor, her successors and assigns punctually to pay the said rent at the respective times and in the manner aforesaid. AND also will pay all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged upon the road or any part thereof, or upon the rent thereof or any part thereof, or upon the Lessor, her heirs, (or executors, administrators) or assigns, in respect thereof. AND TO observe all and singular the provisions of the Land Laws for the time being of the said Province, and not to assign or sublet this lease or the privileges and rights hereby conferred, or any part thereof respectively, without the written consent of the Minister of Highways thereto first had and obtained.

SIGNMENT

MINISTER
) SETTLE
SPUTES

PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this road, or any matter or thing connected with any provisions herein contained, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister of Highways or other person duly authorized by the Minister of Highways in that behalf.

LEACH OR
N-PERFORM
ICE

PROVIDED also that in case of neglect or default of the Lessee, its successors and assigns, to observe, pay or fulfill any, or any part of any covenant, stipulation, condition or payment in this Indenture contained or referred to, it shall be lawful for the Lessor, her successors, or assigns, without further notice than a notification in writing by the Minister of Highways, addressed to the Lessee at its last known place of residence, and sent to it in a registered post letter bearing said address, absolutely to forfeit all or any portions of the road as is specified in such notification and all of

the rights and privileges hereby conferred or expressed so to be from time to time in any such notification, and thereupon this road shall at once (as to the part so specified only) be absolutely void and of none effect, PROVIDED also that any assignment by operation of any law of Bankruptcy or Insolvency of the road and privileges hereby conferred shall of itself be a forfeiture of such road and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the Provisions herein contained. PROVIDED also that this road is granted to and accepted by the Lessee on the express conditions following, that is to say:

USE

(a) That the road shall be used by the Lessee only as a trucking road in connection with its logging operations in the area.

MAINTAIN
ROAD

(b) That the Lessee is to maintain the road in a fit and proper condition during the periods of logging use only, throughout the term hereby created and until the termination of this lease, to the satisfaction of the Lessor's Engineer and his decision and direction shall be final. Maintenance to mean the work subsequent to the construction of a highway and bridge, of preserving and keeping the highway and bridge in repair, including the making, clearing, and keeping open of ditches, gutters, drains, culverts, and water-courses, and the repairing of retaining walls, cribs, river protection works, and the replacement of broken, cracked, crushed, rotten or otherwise unsatisfactory decking, bridge super-structure members, bridge sub-structure member, and the removal of snow and ice, and any other works necessary to keep open and maintain the highway and bridges for use by the traffic for which it is required.

ACCESS AND
USE

(c) That the Lessee shall allow the public access to and use of the road at all times.

COMPENSATION

(d) No compensation is to be payable by the Lessor to the Lessee in respect of any roads constructed or maintained by the Lessee in the course of its operation.

(e) No compensation is to be payable by the Lessor to the Lessee for any additional right-of-way required through private property for roadway construction or maintenance.

UTILITIES
VEHICLES

(f) That the Lessee will: (1) Carry out the maintenance, operation and repair of the road during the periods of logging use to the satisfaction of the Lessor's Engineer; (2) Make application to the Lessor's engineer for permission to locate utilities on the road; (3) Inform the Lessor's engineer the loaded weight, height, and width of the vehicles using the road in connection with its operation prior to the vehicles being driven or operated upon the road, and where in the opinion of the Lessor's engineer the road, culverts, and bridges are liable to damage through extraordinary traffic thereon, he may regulate, limit, or prohibit the use of the road by any person operating or in charge of the extraordinary traffic, or owning the goods carried thereby or the vehicles used therein; (4) Provide and perform dust laying and control at his own expense, on the road, if in the opinion of the Lessor's Engineer, it is deemed necessary. (5) Provide all materials used for the maintenance of the road and bridge in accordance with the Department of Highways General Specifications for Highway Construction and/or the Canadian Standards Association and/or the American Society for Testing Materials, All materials shall be subject at all times to inspection and approval by the Engineer who may reject any part which does not comply with the requirements of any relevant specification. The Engineer shall order the Lessee to remove and replace at the expense of the Lessee any rejected materials. All rejected materials shall be removed within twenty-four hours after such order by the Engineer. (6) Provide and pay all expenses for the supply of gravel used in the maintenance of gravel roads. (7) Provide and pay all expenses for the supply of labour and materials used in the maintenance or replacement of drainage culverts. (8) Provide and pay all expenses for the supply of labour, equipment, and materials used for maintaining, grading, or levelling the gravel surface on the road. (9) Provide and pay all expenses for the cost of maintenance and repair of any asphalt-surfaced portions of the road, including, but without limiting the generality of the foregoing, the patching of the asphalt-surface.

MATERIALS

GRAVEL

CULVERTS
ROAD
GRADING
ASPHALT
REPAIRSTRAFFIC
SIGNS

(10) Provide and pay all expenses for the supply and installation of traffic signs at locations indicated by the Lessor's engineer. The number, location,

and type of signs shall be at the discretion of the Lessor's engineer, and his decision shall be final. For the purpose of maintaining uniformity on traffic signs throughout the area, the signs shall be obtained from the Traffic Branch of the Lessor and shall be based on current Departmental standard signing policy. The signs shall be maintained in a fit and proper condition throughout the term of the lease and upon termination will become the property of the Lessee.

PROVIDED also that the Engineer of the Lessor shall be the sole judge of the work performed under Section (f) herein, in respect of both quality and quantity, and his decision on all questions in dispute with regard thereto, or as to the meaning or interpretation of the specifications, shall be final, and no work under this agreement shall be deemed to have been performed, nor materials or things provided unless and until the Engineer is satisfied therewith.

TERMINATION

PROVIDED also that should the Minister at any time require all or part of the road, the Minister may give at least ninety days notice specifying the extent to which the road must be vacated, and the Lessee, prior to the expiration of the time stated in the notice, shall freely and to the satisfaction of the Minister perform all things necessary for vacating. Should the Lessee fail to perform the work of vacating within the time stated in the notice, the Minister shall have the right to do so, and the Lessee shall pay the cost of the work forthwith on demand. Unless the Minister shall resume all the road and shall terminate this lease under the foregoing provisions, this lease shall remain in full force and effect as to the remainder not resumed by the Minister.

**ADJACENT
PROPERTIES**

PROVIDED also that the Lessee shall at all times grant the use of the road hereby demised to the registered owners of the lands adjacent thereto and their invitees and licensees for the purpose of ingress to and egress from their respective premises.

IMPROVEMENTS

PROVIDED also that any improvements whatsoever constructed upon the road by the Lessee, its agents or workmen, shall revert to the Crown free of charge upon completion of the work for which the Lessee is using this road or upon termination of the Lease whichever may be the sooner.

PROVIDED also that the Lessee will: (1) Observe, abide by and comply with the provisions of the Industrial Transportation Act which in any manner relate to or affect the operations of the Lessee on the Road. (2) Limit the maximum height of the vehicles and loads using the road to fifteen feet six inches (15' 6"). (3) Limit the maximum length of truck tractor and logging trailer and load to seventy-five feet (75'). (4) Limit the maximum axle loads to ninety thousand (90,000) pounds on fixed two-axle groups (tandems). (5) Limit the maximum gross vehicle weight to two hundred thousand (200,000) pounds on five (5) axles. (6) Limit the maximum width of vehicle and load to twelve (12) feet. (7) Limit the maximum number of vehicles permitted to be in combination to truck tractor and logging trailer. (8) To maintain a satisfactory travelled width of roadway for the public to pass logging trucks easily or to provide pull-out areas for this purpose. The decision and direction of the Lessor's Engineer will be accepted as final for width of roadway and pull-out areas. (9) To permit free and unlimited access and use of the road by the British Columbia Forest Service as a fire access road. (10) To provide and install cautionary signs warning the public, and in particular tourists and hunters, that they must proceed on the road with caution.

PROVIDED also that the Lessee will indemnify and save harmless the Crown in the Right of the Province of British Columbia from and against all loss, damage, compensation, and expense which may at any time or times be suffered or incurred arising out of or resulting from the use of the road by any person, firm or corporation, or any failure of the Lessee to comply with the terms and conditions of the Lease.

IN WITNESS WHEREOF the Minister of Highways and the Minister of Transport and Communications has set his hand and seal on behalf of the Lessor and the Corporate Seal of the Lessee has hereunto affixed by its proper officers in that behalf first duly authorized, on the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by the within-named Minister)
of Highways in the presence of:)

WITNESS


MINISTER OF HIGHWAYS

SIGNED, SEALED AND DELIVERED)
by the within-named Minister)
of Transport and Communications)
in the presence of:)

WITNESS

MINISTER OF TRANSPORT
AND COMMUNICATIONS

The Corporate Seal of)
Canadian Cellulose Company)
Limited)
was hereto affixed in the)
presence of:)


CANADIAN CELLULOSE COMPANY LIMITED



Province of
British Columbia

MEMORANDUM

TO:

DEAN HANDLEY

FROM:

BRIAN ABEAR

SUBJECT:

#70 FISH RIVER ROAD

DATE:

93/11/04

FILE:

☒ For Your Information

☐ Please O.K. and Return

☐ Please Discuss With Me

☐ Per Your Request

☐ For Your Signature

☐ Please Process

☐ Return With More Details

☐ Investigate and Report

☐ Please Answer

☐ For Your File

While looking through 38-20-00 files I came across several pieces of correspondence with M.O.F. on the turn over of Fish River Road. They may be useful for your pending meeting with M.O.F. Nelson District under the protocol agreement.

For your information we have a dedicated R/W (66') to the north bdy of D. Lot 7805. Six R/W acquisition plans have gone to Property Services to establish R/W from Beaton to the south bdy of D.L. 7805.

I recommend turning over Fish River Road north of 7805 to Pool Creek, (the start of the present Forest Service Road).

WRITE YOUR REPLY AND RETURN THIS SHEET

Southern Pulp MANUFACTURED IN VICTORIA

**DISCONTINUING AND
CLOSING HIGHWAY**

Discontinuing and closing road allowance for Fish River Road 70, Columbia River-Revelstoke Electoral District.

Notice is given, pursuant to section 9 of the *Highway Act*, that all that part of Fish River Road as shown outlined in green on a plan recorded with the Provincial Ministry of Transportation and Highways, Nelson, B.C., under Plan R3-93-28, is hereby discontinued and closed.

The part of road allowance so discontinued and closed is indicated by green outline and the words "Closed Road" on a plan titled "Plan showing area of No. 70 Fish River Road to be closed (outlined in green) in Lots 11 to 16 inclusive in Block 1, Plan 756, District Lot 502, Kootenay District." District Plan 12C-820-01. September 30, 1993. — G. J. Sutherland, *for Minister of Transportation and Highways*. [oc14 — 114929]



Province of
British Columbia

Ministry of
Transportation
and Highways

MEMORANDUM

MINISTRY OF TRANS.
& HIGHWAYS

MAY 26 1992

RECEIVED

REVELSTOKE

To: Ministry of Forests
Engineering Branch
845 - Columbia Ave
Castlegar, B.C.
V1N 1H3

May 7, 1992
Selkirk District
P.O. Box 710
Revelstoke, BC
VOE 2S0
Phone: 837-7646
Fax: 837-9407

ATTN: R. Dice, Resource Officer
Engineering Branch

H.Q. File:
Reg. File:
Dist. File: 70 Fish River Rd

Re: Lease of No. 70 Fish River Road

Attached is a photocopy of a lease agreement between the Ministry of Transportation & Highways and Canadian Cellulose Company, Limited, dated December 1, 1975.

With the pending sale of the south half of T.F.L. 23, Westar's holdings in the Fish River valley may be affected. As I am unsure of the new boundary, is No. 70 Fish River Road within the newly created T.F.L. or was it included with the sale to Pope & Talbot Ltd?

Yours truly,

Brian Abear

Brian Abear
District Technician

BA/nf

encl

THE 'FISH RIVER' / TALBOT LAKE AREA WAS
TRANSFERRED FROM WESTAR TO POPE & TALBOT.

(THE 'TRANSFER AREA' THAT WAS IN QUESTION WAS
THE PINGSTON TO REVELSTOKE AREA ON THE EAST
SIDE OF ALLOW LAKE)

THEREFORE, THERE SHOULD BE NO CHANGE IN THE
~~30~~ TFL BOUNDARY NEAR THE FISH RIVER ROAD.

Yours truly,

Bob Dice R.D. ENB/ED/line

365-8600

c:\doc\mngmt\leas70fi



Recycled Paper



CERTIFIED A TRUE COPY

JUN 1 - 1981 19

Deputy Registrar of Companies

for the Province of British Columbia

Province of British Columbia
Ministry of Consumer and Corporate Affairs
REGISTRAR OF COMPANIES

COMPANY ACT

Certificate

I HEREBY CERTIFY THAT

CANADIAN CELLULOSE COMPANY, LIMITED

HAS THIS DAY CHANGED ITS NAME TO THE NAME

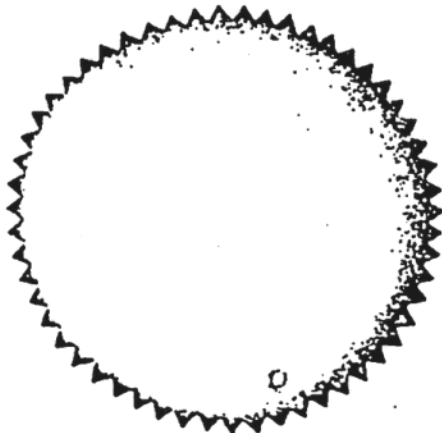
BC TIMBER LTD.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

AT VICTORIA, BRITISH COLUMBIA,

THIS 1ST DAY OF JUNE, 1981

L. G. HUCK
DEPUTY REGISTRAR OF COMPANIES



THIS INDENTURE made the 1st day of December A.D. 1974

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of British Columbia as represented by the Minister of Highways and The Minister of Transport and Communications for the Province (hereinafter called "the Lessor")

OF THE ONE PART

AND: CANADIAN CELLULOSE COMPANY, LIMITED,
P.O. Box 1000, 1200 - 1111 West Hastings Street, Vancouver,
British Columbia (hereinafter called "the Lessee")

OF THE OTHER PART

WITNESSETH that Her Majesty, under and by virtue of all power thereto enabling, doth hereby demise unto the said Lessee, its successors and assigns, ALL that parcel of land comprised within the sixty-six foot road allowance of all that portion of #70, Fish River Road and #811 Fish River Crossing Roads, near Beaton, Upper Arrow Lake, Commencing at the east boundary of Lot 2, Plan 1321 of District Lot 7959, Kootenay District; thence extending north easterly along easterly bank of the Incomappleux River to District Lot 5942, Kootenay District; thence across the Incomappleux River to the westerly bank of said River; thence northerly along the westerly bank of said river to terminal point of #811 Fish River Crossing Road.

ALL as indicated in red on the plan attached hereto and designated as "Plan A" and, hereinafter referred to as "the road".

TO HOLD the same premises unto the Lessee, its successors and assigns as a private trucking road for a term of One (1) year commencing April 1, 1974 and thereafter from year to year unless notice is given to the contrary.

YIELDING and paying therefore unto Her Majesty, in advance, yearly and every year, the rent of Ten Dollars (\$10.00) per annum of lawful money of Canada, payable on or before the first day of March in each year at the office of the Minister of Highways at the City of Victoria and whether demanded or not. The first payment to be made April 1, 1974.

AND the Lessee, for itself, its successors and assigns, hereby covenants with the Lessor, her successors and assigns punctually to pay the said rent at the respective times and in the manner aforesaid. AND also will pay all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged upon the road or any part thereof, or upon the rent thereof or any part thereof, or upon the Lessor, her heirs, (or executors, administrators) or assigns, in respect thereof. AND TO observe all and singular the provisions of the Land Laws for the time being of the said Province, and not to assign or sublet this lease or the privileges and rights hereby conferred, or any part thereof respectively, without the written consent of the Minister of Highways thereto first had and obtained.

PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this road, or any matter or thing connected with any provisions herein contained, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister of Highways or other person duly authorized by the Minister of Highways in that behalf.

PROVIDED also that in case of neglect or default of the Lessee, its successors and assigns, to observe, pay or fulfill any, or any part of any covenant, stipulation, condition or payment in this Indenture contained or referred to, it shall be lawful for the Lessor, her successors, or assignees, without further notice than a notification in writing by the Minister of Highways, addressed to the Lessee at its last known place of residence, and sent to it in a registered post letter bearing said address, absolutely to forfeit all or any portions of the road as is specified in such notification and all of

the rights and privileges hereby conferred or expressed so to be from time to time in any such notification, and thereupon this road shall at once (as to the part so specified only) be absolutely void and of none effect, PROVIDED also that any assignment by operation of any law of Bankruptcy or Insolvency of the road and privileges hereby conferred shall of itself be a forfeiture of such road and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the Provisions herein contained. PROVIDED also that this road is granted to and accepted by the Lessee on the express conditions following, that is to say:

(a) That the road shall be used by the Lessee only as a trucking road in connection with its logging operations in the area.

(b) That the Lessee is to maintain the road in a fit and proper condition during the periods of logging use only, throughout the term hereby created and until the termination of this lease, to the satisfaction of the Lessor's Engineer and his decision and direction shall be final. Maintenance to mean the work subsequent to the construction of a highway and bridge, of preserving and keeping the highway and bridge in repair, including the making, clearing, and keeping open of ditches, gutters, drains, culverts, and water-courses, and the repairing of retaining walls, cribs, river protection works, and the replacement of broken, cracked, crushed, rotten or otherwise unsatisfactory decking, bridge super-structure members, bridge sub-structure member, and the removal of snow and ice, and any other works necessary to keep open and maintain the highway and bridges for use by the traffic for which it is required.

(c) That the Lessee shall allow the public access to and use of the road at all times.

(d) No compensation is to be payable by the Lessor to the Lessee in respect of any roads constructed or maintained by the Lessee in the course of its operation.

(e) No compensation is to be payable by the Lessor to the Lessee for any additional right-of-way required through private property for roadway construction or maintenance.

(f) That the Lessee will: (1) Carry out the maintenance, operation and repair of the road during the periods of logging use to the satisfaction of the Lessor's Engineer: (2) Make application to the Lessor's engineer for permission to locate utilities on the road: (3) Inform the Lessor's engineer the loaded weight, height, and width of the vehicles using the road in connection with its operation prior to the vehicles being driven or operated upon the road, and where in the opinion of the Lessor's engineer the road, culverts, and bridges are liable to damage through extraordinary traffic thereon, he may regulate, limit, or prohibit the use of the road by any person operating or in charge of the extraordinary traffic, or owning the goods carried thereby or the vehicles used therein; (4) Provide and perform dust laying and control, at his own expense, on the road, if in the opinion of the Lessor's Engineer, it is deemed necessary. (5) Provide all materials used for the maintenance of the road and bridge in accordance with the Department of Highways General Specifications for Highway Construction and/or the Canadian Standards Association and/or the American Society for Testing Materials. All materials shall be subject at all times to inspection and approval by the Engineer who may reject any part which does not comply with the requirements of any relevant specification. The Engineer shall order the Lessee to remove and replace at the expense of the Lessee any rejected materials. All rejected materials shall be removed within twenty-four hours after such order by the Engineer. (6) Provide and pay all expenses for the supply of gravel used in the maintenance of gravel roads. (7) Provide and pay all expenses for the supply of labour and materials used in the maintenance or replacement of drainage culverts. (8) Provide and pay all expenses for the supply of labour, equipment, and materials used for maintaining, grading, or levelling the gravel surface on the road. (9) Provide and pay all expenses for the cost of maintenance and repair of any asphalt-surfaced portions of the road, including, but without limiting the generality of the foregoing, the patching of the asphalt-surface. (10) Provide and pay all expenses for the supply and installation of traffic signs at locations indicated by the Lessor's engineer. The number, location,

and type of signs shall be at the discretion of the Lessor's engineer, and his decision shall be final. For the purpose of maintaining uniformity on traffic signs throughout the area, the signs shall be obtained from the Traffic Branch of the Lessor and shall be based on current Departmental standard signing policy. The signs shall be maintained in a fit and proper condition throughout the term of the lease and upon termination will become the property of the Lessee.

PROVIDED also that the Engineer of the Lessor shall be the sole judge of the work performed under Section (f) herein, in respect of both quality and quantity, and his decision on all questions in dispute with regard thereto, or as to the meaning or interpretation of the specifications, shall be final, and no work under this agreement shall be deemed to have been performed, nor materials or things provided unless and until the Engineer is satisfied therewith.

TERMINATION

PROVIDED also that should the Minister at any time require all or part of the road, the Minister may give at least ninety days notice specifying the extent to which the road must be vacated, and the Lessee, prior to the expiration of the time stated in the notice, shall freely and to the satisfaction of the Minister perform all things necessary for vacating. Should the Lessee fail to perform the work of vacating within the time stated in the notice, the Minister shall have the right to do so, and the Lessee shall pay the cost of the work forthwith on demand. Unless the Minister shall resume all the road and shall terminate this lease under the foregoing provisions, this lease shall remain in full force and effect as to the remainder not resumed by the Minister.

ADJACENT
PROPERTIES

PROVIDED also that the Lessee shall at all times grant the use of the road hereby demised to the registered owners of the lands adjacent thereto and their invitees and licensees for the purpose of ingress to and egress from their respective premises.

IMPROVEMENTS

PROVIDED also that any improvements whatsoever constructed upon the road by the Lessee, its agents or workmen, shall revert to the Crown free of charge upon completion of the work for which the Lessee is using this road or upon termination of the Lease whichever may be the sooner.

PROVIDED also that the Lessee will: (1) Observe, abide by and comply with the provisions of the Industrial Transportation Act which in any manner relate to or affect the operations of the Lessee on the Road. (2) Limit the maximum height of the vehicles and loads using the road to fifteen feet six inches (15' 6"). (3) Limit the maximum length of truck tractor and logging trailer and load to seventy-five feet (75'). (4) Limit the maximum axle loads to ninety thousand (90,000) pounds on fixed two-axle groups (tandems). (5) Limit the maximum gross vehicle weight to two hundred thousand (200,000) pounds on five (5) axles. (6) Limit the maximum width of vehicle and load to twelve (12) feet. (7) Limit the maximum number of vehicles permitted to be in combination to truck tractor and logging trailer. (8) To maintain a satisfactory travelled width of roadway for the public to pass logging trucks easily or to provide pull-out areas for this purpose. The decision and direction of the Lessor's Engineer will be accepted as final for width of roadway and pull-out areas. (9) To permit free and unlimited access and use of the road by the British Columbia Forest Service as a fire access road. (10) To provide and install cautionary signs warning the public, and in particular tourists and hunters, that they must proceed on the road with caution.



Province of
British Columbia

Ministry of
Transportation
and Highways

MEMORANDUM

To: Mr. G. E. Miller
District Highways Manager
Ministry of Transportation
and Highways
REVELSTOKE, British Columbia

Date: July 22, 1988
Branch/Dist: R#3, Revelstoke
Address: 310 Ward Street
NELSON, British Columbia
VIL 5S4
Phone: 354-6400
Hdqtrs. File: 2311/346225
Region File: R38-20-0
District File: 38-20-0

RE: FISH RIVER ROAD

We have reviewed the alternatives and suggest you proceed in the following manner:


1. A District Plan should be prepared to acquire all necessary right-of-way up to and through s.22 property.
2. The section beyond s.22 should be closed and transferred to the Ministry of Forests for use as a forest service road.

Please contact the undersigned if you have any questions with regards to necessary procedure.

MINISTRY OF TRANS.
& HIGHWAYS

JUL 29 1988

REVELSTOKE


G. J. Sutherland, P.Eng.
Regional Director, Highways

WGL/rmm

DIST. HWYS. MANAGER	INFO.	ACTION
SENIOR FERRY CAPTAIN		
DIST. OFFICE MANAGER		✓
DIST. TECHNICIAN		
SHOP FOREMAN/STOCK		
FOREMAN AREA A, B, C, N.		
DISTRICT CO-ORDINATOR		
PAYROLL ACCOUNTANT		
SURVEY CREW		

DIST. HWYS. MANAGER	INFO	ACTION
FERRIES. GLADE. HARROP, SRC, SRE		
DIST. OFFICE MANAGER	Aw	
DIST. TECHNICIAN		
SHOP FOREMAN/STOCK		
FOREMAN AREA A, B, C, N.		
DISTRICT CO-ORDINATOR		

RAPICOM INFORMATION SHEET

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: GORDON SUTHERLAND

RAPICOM NO: 11-

MINISTRY: HIGHWAYS

FROM: MINISTRY OF TRANSPORTATION AND HIGHWAYS - REVELSTOKE - REGION 3

P.O. BOX 710,
REVELSTOKE, B.C.
VOE 2S0

RAPICOM NO: 837-7640

BRANCH: HIGHWAYS

CONTACT NO: 837-7645

NAME: G.E. MILLER

SPECIAL INSTRUCTIONS: —

PAGES TO BE TRANSMITTED INCLUDING THIS ONE: 7

CONFIDENTIAL: YES — NO ✓

URGENT: YES ✓ NO —



Province of
British Columbia

MEMORANDUM

TO:

Gordon Sutherland
Regional Director, Hwys
Nelson

FROM:

Gerry Miller
DHPM
Responsible

SUBJECT:

#70 Fish River Road (Incomappleu)

DATE:

Feb 16/88

FILE:

38-40-0

☒ For Your Information
☐ Please Process

☐ Please O.K. and Return
☐ Return With More Details

☐ Please Discuss With Me
☐ Investigate and Report

☐ Per Your Request
☐ Please Answer

☐ For Your Signature
☐ For Your File

I have included: Copy of Road Register
" " Westar Lease
Sketch

Note: 1) Connection from Beaton Rd to km. 0.61 is via
Celgar (Westar) private road
2) Fish River Road #70 under Lease to Westar
We effectively do both summer and winter
maintenance to km 5.09 (s.22)

REPLY:

The last occupied residence.
3. Westar is only resp. for maint during periods
of "logging use". Their maintenance std not
acceptable for residents use

[Signature]

WRITE YOUR REPLY AND RETURN THIS SHEET

CAPITAL BUSINESS FORMS LIMITED

THIS INDENTURE made the

day of

A.D. 1974

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of British Columbia as represented by the Minister of Highways and The Minister of Transport and Communications for the Province (hereinafter called "the Lessor")

OF THE ONE PART

AND: CANADIAN CELLULOSE COMPANY LIMITED,
P.O. Box 1000,
Nakusp, British Columbia (hereinafter called "the Lessee")

OF THE OTHER PART

WITNESSETH that Her Majesty, under and by virtue of all power thereto enabling, doth hereby demise unto the said Lessee, its successors and assigns, ALL that parcel of land comprised within the sixty-six foot road allowance of all that portion of #70, Fish River Road and #811 Fish River Crossing Roads, near Beaton, Upper Arrow Lake. Commencing at the east boundary of Lot 2, Plan 1321 of District Lot 7959, Kootenay District; thence extending north easterly along easterly bank of the Incomappleux River to District Lot 5942, Kootenay District; thence across the Incomappleux River to the westerly bank of said River: thence northerly along the westerly bank of said river to terminal point of #811 Fish River Crossing Road.

ALL as indicated in red on the plan attached hereto and designated as "Plan A" and, hereinafter referred to as "the road".

TERM

TO HOLD the same premises unto the Lessee, its successors and assigns as a private trucking road for a term of One (1) year commencing April 1, 1974 and thereafter from year to year unless notice is given to the contrary.

CONSIDERATION

YIELDING and paying therefore unto Her Majesty, in advance, yearly and every year, the rent of Ten Dollars (\$10.00) per annum of lawful money of Canada payable on or before the first day of March in each year at the office of the Minister of Highways at the City of Victoria and whether demanded or not. The first payment to be made April 1, 1974.

TAXES

AND the Lessee, for itself, its successors and assigns, hereby covenants with the Lessor, her successors and assigns punctually to pay the said rent at the respective times and in the manner aforesaid. AND also will pay all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged upon the road or any part thereof, or upon the rent thereof or any part thereof, or upon the Lessor, her heirs, (or executors, administrators) or assigns, in respect thereof. AND TO observe all and singular the provisions of the Land Laws for the time being of the said Province, and not to assign or sublet this lease or the privileges and rights hereby conferred or any part thereof respectively, without the written consent of the Minister of Highways thereto first had and obtained.

MINISTER
TO SETTLE
DISPUTES

PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this road, or any matter or thing connected with any provisions herein contained, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister of Highways or other person duly authorized by the Minister of Highways in that behalf.

BREACH OR
NON-PERFORM
ANCE

PROVIDED also that in case of neglect or default of the Lessee, its successors and assigns, to observe, pay or fulfill any, or any part of any covenant, stipulation, condition or payment in this Indenture contained or referred to, it shall be lawful for the Lessor, her successors, or assignees, without further notice than a notification in writing by the Minister of Highways, addressed to the Lessee at its last known place of residence, and sent to it in a registered post letter bearing said address, absolutely to forfeit all or any portions of the road as is specified in such notification and all of



Province of
British Columbia

Ministry of
Transportation
and Highways

Box 710
Revelstoke, B.C.
V0E 2S0

837-7646

December 10, 1990

38-21-62

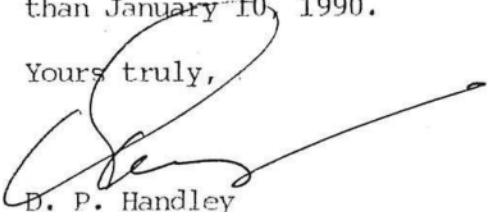
Bell Pole Co. Ltd.
1710 Shuswap Avenue
P.O. Box 339
Lumby, B.C.
V0E 2G0

The Ministry has received an application to discontinue and close a portion of Section 4 Road Allowance through D.L. 7356 known as No. 811 Fish River Crossing Road.

Upon closure of that portion of Fish River Crossing Road the Ministry of Forests will accept and take over jurisdiction of that section.


If you have any comments please contact this office in writing no later than January 10, 1991.

Yours truly,


D. P. Handley
District Highways Manager

for the Minister of Transportation & Highways

GW/nlc

Mailed Dec. 18 

DSK1:roadsgen



Recycled Paper

**FREEDOM
TO
MOVE**

Province of
British Columbia
Ministry of Transportation
and Highways
Honourable Rita M. Johnston, Minister

Page 69 of 164 TRA-2023-31311
H-467 (90/02)

Page 070 of 164

Withheld pursuant to/removed as

s.3

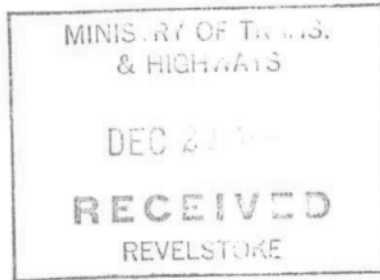


KOOTENAYS REGION

310 Ward Street
NELSON, British Columbia
V1L 5S4

December 8, 1992

Ministry of Forests
518 Lake Street
NELSON, BC
V1L 4C6



Dear Sir:

Re: Discontinuance and Closure of Section 4 Road (Fish River Crossing
Road #811)

The road allowance traversing vacant Crown Land between District Lot 3498 and District Lot 7356 as shown on Ministry Forest's plan 3-482 and also that portion in District Lot 7356 as shown on Plan NEP 19896 (right fork) is no longer required for public road purposes. This road was created under the provisions of the Highway Act, Section 4, by the expenditure of public funds on a travelled road that has not before been established by notice in the Gazette or otherwise dedicated to public use by a plan deposited in the Land Title Office for the District in which the road is situated, that travelled road is deemed and is declared to be a public highway.

This road allowance has been discontinued and closed by Notice published in the British Columbia Gazette dated June 15, 1989. The Minister of Transportation and Highways hereby waives any claim to the land thereunder. This road allowance was never recorded in the Land Titles Office; there is therefore no need to register this vesting with them.

Please retain this letter in your possession as a record of this transfer.

Should you have any questions please call Kurt Edmunds of my office at 354-6331.

Yours truly,

G.J. Sutherland
Regional Director, Kootenays Region

JMV/se

cc: Norm Fujino, District Development Technician, Selkirk District
b/fn Please remove this sheet from your road register if one exists

NOTICE OF INTENT

SELKIRK HIGHWAY DISTRICT

Notice is given, pursuant to Section 9 (4) of the Highway Act, that the Ministry has received an application to discontinue and close a portion of Section 4 road allowance through Unsurveyed Crown Land, between the North boundary of District Lot 3498 and the South Boundary of District Lot 7356, and through district lot No. 7356, known as No. 811 Fish River Crossing Road,

Upon closure of that portion of Fish River Crossing Road the Ministry of Forests will accept and take over jurisdiction of that section.

A plan showing the proposed road closure may be viewed at the Ministry of Transportation and Highways offices at 555 Victoria Road, Revelstoke, B.C., during office hours. Any person having objection to this application for road closure should do so in writing not later than XXXXXXXXXX

D.P. Handley,
District Highways Manager

FOR: Minister of Transportation and Highways

*This is an
may DSKI: RDClose*



Province of
British Columbia

Ministry of
Transportation
and Highways

NOTICE OF INTENT

SELKIRK HIGHWAY DISTRICT

Notice is given, pursuant to Section 9 (4) of the Highway Act, that the Ministry has received an application to discontinue and close a portion of Section 4 road allowance between MacKenzie's Flagstone Quarry and Begbie Falls known as No. 201 Mount Begbie Road. The legal description of affected lands is as follows: L.S. 2, 3, 5, 6, & 12 of Section 10 and L.S. 9, 15, & 16 of Section 3, all of Tp. 23, R. 2, W6M, Kootenay District.

Upon closure of that portion of Mt. Begbie Road the Ministry of Forests will accept and take over jurisdiction of that section.

A plan showing the proposed road closure may be viewed the Ministry of transportation and Highways offices at 555 Victoria Road, Revelstoke, B.C. during office hours. Any person having an objection to this application for road closure should do so in writing not later than June 15, 1990.

D.P. Handley,
District Highways Manager

FOR: Minister of Transportation
& Highways

DSK1:rdcls201



Province of
British Columbia
Ministry of Transportation
and Highways



Province of
British Columbia

Ministry of
Transportation
and Highways

MEMORANDUM

To: Ministry of Transportation & Highways
Planning Branch
310 Ward Street
Nelson, B.C.

Date: January 29, 1991
District: #312
Address: P.O. Box 710
Revelstoke, BC
V0E 2S0
Phone: 837-7646
HQ. File:
Reg. File:
Dist. File: Fish River

ATTN: Janice Hoffman
Regional Approving Officer

RE: Gazette Transferring No. 811 Fish River
Crossing Road to Ministry of Forests

Enclosed is a completed H.222 form, a Notice of Intent, a copy of a letter to the affected property owner, and a key plan to accompany Plan 18-248 (which Property Services already have).

If the documentation is in order, please advise us when we may issue an advertising insertion order.

Brian Abear
District Technician

JGW/nlc
Enc.

DSK1:GAZETTE





**CLOSING ROAD ALLOWANCE BY GAZETTE NOTICE
(OTHER THAN BY PLANS CANCELLATION)**

- | | YES | NO |
|---|-------------------------------------|-------------------------------------|
| 1. Description and plan attached (Property Services has Plan No. 18-248) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Final disposition will be carried out under section 9, subsection (2), of the Highway Act | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Final disposition will be carried out under section 109 of the Land Title Act | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is road allowance to be sold? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Is an Order in Council required to transfer the closed portion of road allowance? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Public and/or private utilities or works are on road | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. (a) If utilities involved, have suitable arrangements been made to protect? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Have regular users and adjacent property-owners been informed of intent to close? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Objections, if any, attached | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Has closure been approved by Headquarters Approval Office? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. A check has been made to ensure that this closure does not cut off access to any individual parcel of land | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Is closed road to be consolidated with adjacent property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Owner to assume any legal and/or survey costs | N/A | <input type="checkbox"/> |
| 13. If closure is within a municipal area, has the municipality signified approval? | N/A | <input type="checkbox"/> |
| 14. Statement as to reasons for closure and comment on objections, if any: This portion of No. 811 Fish River Crossing Road will be turned over to the Ministry of Forests. Continued access will be maintained by the Ministry of Forests. | | |

Recommended:

Regional Approving Officer

Regional Director, Highways

District Official

Regional Property Negotiator

NOTICE OF INTENT

SELKIRK HIGHWAYS DISTRICT

Notice is given, pursuant to Section 9 (4) of the Highway Act, that the Ministry has received an application to discontinue and close a portion of Section 4 road allowance through Unsurveyed Crown Land, between the North boundary of District Lot 3498 and the South Boundary of District Lot 7356, and through District Lot No. 7356, known as No. 811 Fish River Crossing Road.

Upon closure of that portion of Fish River Crossing Road the Ministry of Forests will accept and take over jurisdiction of that section.

A plan showing the proposed road closure may be viewed at the Ministry of Transportation and Highways office at 555 Victoria Road, Revelstoke, B.C. during office hours. Any person having objection to this application for road closure should do so in writing no later than NEEDS DATE.

D.P. Handley
District Highways Manager

for the Minister of Transportation and Highways

DSK1:rdclose



December 10, 1990

38-21-62

Bell Pole Co. Ltd.
1710 Shuswap Avenue
P.O. Box 339
Lumby, B.C.
V0E 2G0

The Ministry has received an application to discontinue and close a portion of Section 4 Road Allowance through D.L. 7356 known as No. 811 Fish River Crossing Road.

Upon closure of that portion of Fish River Crossing Road the Ministry of Forests will accept and take over jurisdiction of that section.

If you have any comments please contact this office in writing no later than January 10, 1990.

Yours truly,

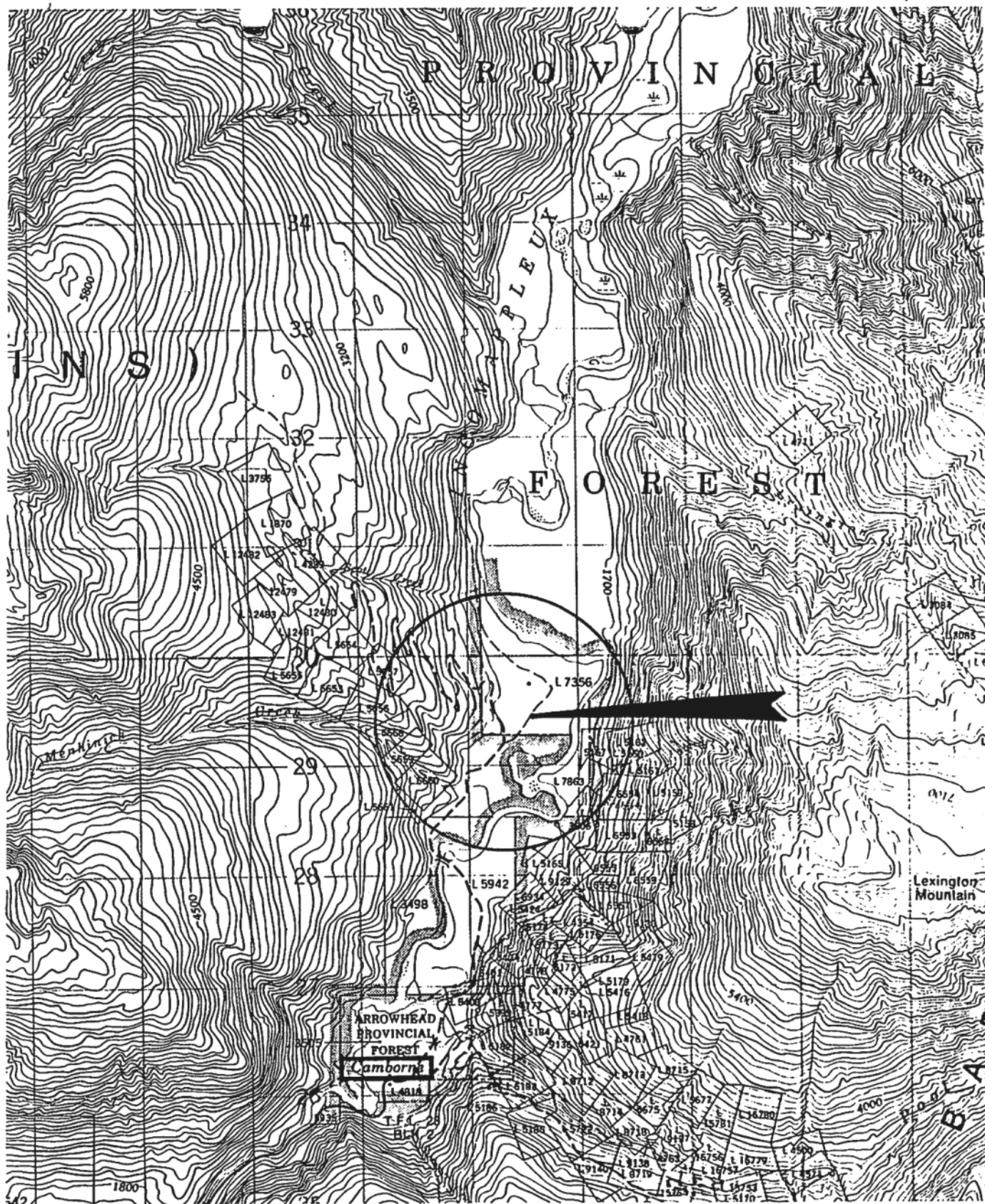

D. P. Handley
District Highways Manager

for the Minister of Transportation & Highways

GW/nlc

DSK1:roadsgen





GOVERNMENT OF BRITISH COLUMBIA MINISTRY OF TRANSPORTATION & HIGHWAYS		
SELKIRK DISTRICT		
Keyplan showing location of Section 4 road to be closed on No. 811 Fish River Crossing Road.		
Drawn: J.G.W.	Date: 90/12/11	Scale: 1:50000
File No.: 38-216278 of 164 TRA-2023-31311		



Province of
British Columbia

Ministry of
Transportation
and Highways

Box 710
Revelstoke, B.C.
V0E 2S0

837-7646

YOUR FILE

OUR FILE 38-21-62

March 21, 1990

Revelstoke Review
P.O. Box 20
Revelstoke, BC
V0E 2S0

Dear Sir:

Re: Public Notice: Notice of Intent

Please place the attached notice in your next two editions of the
Revelstoke Review, being ~~April 18th & 25th, 1990.~~

Please submit your invoice in triplicate together with tear sheets to
this office.

Yours truly,

D. P. Handley
District Highways Manager

By:

A. F. Lines
A/District Manager, Fin. & Admin.

AFL:nlc
attach.



Province of
British Columbia
Ministry of Transportation
and Highways
Hon. Rita M. Johnston, Minister

the rights and privileges hereby conferred or expressed so to be from time to time in any such notification, and thereupon this road shall at once (as to the part so specified only) be absolutely void and of none effect, PROVIDED also that any assignment by operation of any law of Bankruptcy or Insolvency of the road and privileges hereby conferred shall of itself be a forfeiture of such road and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the Provisions herein contained. PROVIDED also that this road is granted to and accepted by the Lessee on the express conditions following, that is to say:

USE

(a) That the road shall be used by the Lessee only as a trucking road in connection with its logging operations in the area.

MAINTAIN
ROAD

(b) That the Lessee is to maintain the road in a fit and proper condition during the periods of logging use only, throughout the term hereby created and until the termination of this lease, to the satisfaction of the Lessor's Engineer and his decision and direction shall be final. Maintenance to mean the work subsequent to the construction of a highway and bridge, of preserving and keeping the highway and bridge in repair, including the making, clearing, and keeping open of ditches, gutters, drains, culverts, and water-courses, and the repairing of retaining walls, cribs, river protection works, and the replacement of broken, cracked, crushed, rotten or otherwise unsatisfactory decking, bridge super-structure members, bridge sub-structure member, and the removal of snow and ice, and any other works necessary to keep open and maintain the highway and bridges for use by the traffic for which it is required.

ACCESS AND
USE

(c) That the Lessee shall allow the public access to and use of the road at all times.

COMPENSATION

(d) No compensation is to be payable by the Lessor to the Lessee in respect of any roads constructed or maintained by the Lessee in the course of its operation.

(e) No compensation is to be payable by the Lessor to the Lessee for any additional right-of-way required through private property for roadway construction or maintenance.

UTILITIES
VEHICLES

(f) That the Lessee will: (1) Carry out the maintenance, operation and repair of the road during the periods of logging use to the satisfaction of the Lessor's Engineer: (2) Make application to the Lessor's engineer for permission to locate utilities on the road: (3) Inform the Lessor's engineer the loaded weight, height, and width of the vehicles using the road in connection with its operation prior to the vehicles being driven or operated upon the road, and where in the opinion of the Lessor's engineer the road, culverts, and bridges are liable to damage through extraordinary traffic thereon, he may regulate, limit, or prohibit the use of the road by any person operating or in charge of the extraordinary traffic, or owning the goods carried thereby or the vehicles used therein; (4) Provide and perform dust laying and control, at his own expense, on the road, if in the opinion of the Lessor's Engineer, it is deemed necessary. (5) Provide all materials used for the maintenance of the road and bridge in accordance with the Department of Highways General Specifications for Highway Construction and/or the Canadian Standards Association and/or the American Society for Testing Materials, All materials shall be subject at all times to inspection and approval by the Engineer who may reject any part which does not comply with the requirements of any relevant specification. The Engineer shall order the Lessee to remove and replace at the expense of the Lessee any rejected materials. All rejected materials shall be removed within twenty-four hours after such order by the Engineer. (6) Provide and pay all expenses for the supply of gravel used in the maintenance of gravel roads. (7) Provide and pay all expenses for the supply of labour and materials used in the maintenance or replacement of drainage culverts. (8) Provide and pay all expenses for the supply of labour, equipment, and materials used for maintaining, grading, or levelling the gravel surface on the road. (9) Provide and pay all expenses for the cost of maintenance and repair of any asphalt-surfaced portions of the road, including, but without limiting the generality of the foregoing, the patching of the asphalt-surface.

MATERIALS

GRAVEL

CULVERTS
ROAD
GRADING
ASPHALT
REPAIRS

TRAFFIC
SIGNS

(10) Provide and pay all expenses for the supply and installation of traffic signs at locations indicated by the Lessor's engineer. The number, location,

and type of signs shall be at the discretion of the Lessor's engineer, and his decision shall be final. For the purpose of maintaining uniformity on traffic signs throughout the area, the signs shall be obtained from the Traffic Branch of the Lessor and shall be based on current Departmental standard signing policy. The signs shall be maintained in a fit and proper condition throughout the term of the lease and upon termination will become the property of the Lessee.

PROVIDED also that the Engineer of the Lessor shall be the sole judge of the work performed under Section (f) herein, in respect of both quality and quantity, and his decision on all questions in dispute with regard thereto, or as to the meaning or interpretation of the specifications, shall be final, and no work under this agreement shall be deemed to have been performed, nor materials or things provided unless and until the Engineer is satisfied therewith.

TERMINATION

PROVIDED also that should the Minister at any time require all or part of the road, the Minister may give at least ninety days notice specifying the extent to which the road must be vacated, and the Lessee, prior to the expiration of the time stated in the notice, shall freely and to the satisfaction of the Minister perform all things necessary for vacating. Should the Lessee fail to perform the work of vacating within the time stated in the notice, the Minister shall have the right to do so, and the Lessee shall pay the cost of the work forthwith, on demand. Unless the Minister shall resume all the road and shall terminate this lease under the foregoing provisions, this lease shall remain in full force and effect as to the remainder not resumed by the Minister.

ADJACENT PROPERTIES

PROVIDED also that the Lessee shall at all times grant the use of the road hereby demised to the registered owners of the lands adjacent thereto and their invitees and licensees for the purpose of ingress to and egress from their respective premises.

IMPROVEMENTS

PROVIDED also that any improvements whatsoever constructed upon the road by the Lessee, its agents or workmen, shall revert to the Crown free of charge upon completion of the work for which the Lessee is using this road or upon termination of the Lease whichever may be the sooner.

PROVIDED also that the Lessee will: (1) Observe, abide by and comply with the provisions of the Industrial Transportation Act which in any manner relate to or affect the operations of the Lessee on the Road. (2) Limit the maximum height of the vehicles and loads using the road to fifteen feet six inches (15' 6"). (3) Limit the maximum length of truck tractor and logging trailer and load to seventy-five feet (75'). (4) Limit the maximum axle loads to ninety thousand (90,000) pounds on fixed two-axle groups (tandems). (5) Limit the maximum gross vehicle weight to two hundred thousand (200,000) pounds on five (5) axles. (6) Limit the maximum width of vehicle and load to twelve (12) feet. (7) Limit the maximum number of vehicles permitted to be in combination to truck tractor and logging trailer. (8) To maintain a satisfactory travelled width of roadway for the public to pass logging trucks easily or to provide pull-out areas for this purpose. The decision and direction of the Lessor's Engineer will be accepted as final for width of roadway and pull-out areas. (9) To permit free and unlimited access and use of the road by the British Columbia Forest Service as a fire access road. (10) To provide and install cautionary signs warning the public, and in particular tourists and hunters, that they must proceed on the road with caution.

PROVIDED also that the Lessee will indemnify and save harmless the Crown in the Right of the Province of British Columbia from and against all loss, damage, compensation, and expense which may at any time or times be suffered or incurred arising out of or resulting from the use of the road by any person, firm or corporation, or any failure of the Lessee to comply with the terms and conditions of the Lease.

IN WITNESS WHEREOF the Minister of Highways and the Minister of Transport and Communications has set his hand and seal on behalf of the Lessor and the Corporate Seal of the Lessee has hereunto affixed by its proper officers in that behalf first duly authorized, on the day and year first above written.


SIGNED, SEALED AND DELIVERED)
by the within-named Minister)
of Highways in the presence of:)

WITNESS

MINISTER OF HIGHWAYS

SIGNED, SELAED AND DELIVERED)
by the within-named Minister)
of Transport and Communications)
in the presence of:)

WITNESS

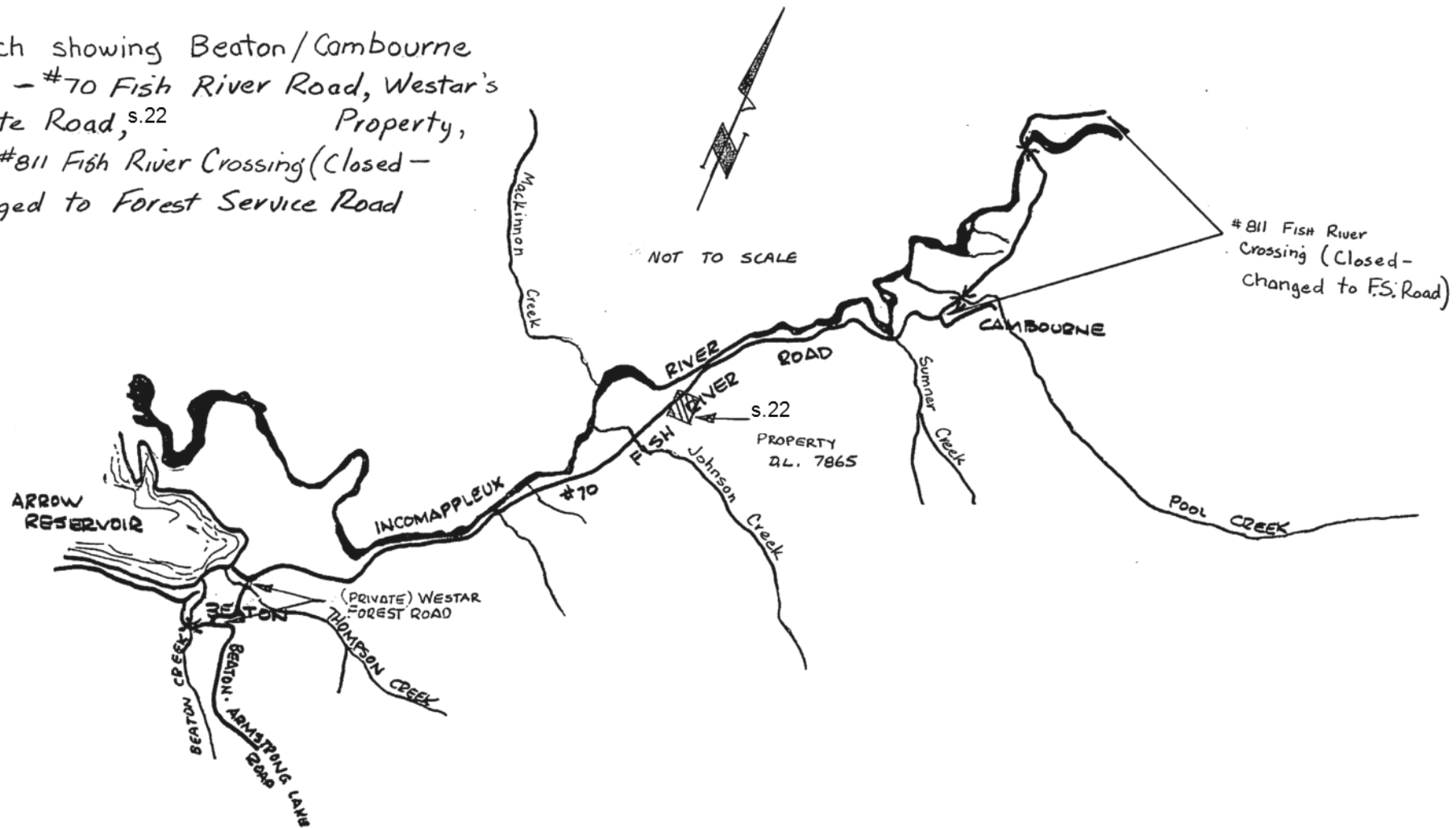


MINISTER OF TRANSPORT
AND COMMUNICATIONS

The Corporate Seal of)
Canadian Cellulose Company)
Limited)
was hereto affixed in the)
presence of:)

CANADIAN CELLULOSE COMPANY LIMITED

Sketch showing Beaton/Cambourne
Area - #70 Fish River Road, Westar's
Private Road, s.22 Property,
and #811 Fish River Crossing (Closed -
changed to Forest Service Road





To: Regional Director, Highways
Nelson, B.C.

Date: March 11, 1988
Branch/Dist:
Address:

RE: #70 Fish River Road

Phone:
Hdqtrs. File:
Region File: R38-20-0
District File: 38-20-0

We have discussed the alternatives and we have the following comments:

a). Private Road Beaton to #70 Fish River Road

The private road from Beaton to #70 Fish River Road crosses through seven (7) separate lots. These lots are privately owned either by citizens, B.C. Hydro or Westar.

We believe there should be a public road connecting Beaton with the existing portion of #70 Fish River Road.

This private road has been maintained periodically by us both in summer and winter. We have in the past summers graded the road, repaired culverts etc.

Following is a summary of alternatives:

1. Classify the private road (Westar's) from Beaton to #70 Fish River Road as Public by Section 4.
2. Classify as Public by Section 4 and acquire necessary right-of-way only.
3. Classify as Public by Section 4 in short term and acquire necessary right-of-way and reconstruct for long term.
4. Leave status quo.

cc./2

b. The lease to Westar:

At present Westar has the lease for the portion of the road from the East Boundary of Lot 2, Plan 1321, D.L. 7959, K.D. There are other users on the road as well. As Westar is the only leasee, there is no provision for other users to assist in maintenance or to assist in costs of maintenance performed by Westar.

An alternative would be to renegotiate the lease so that Westar could recover some of the maintenance costs when others are using the road at the same time as Westar.

Our recommendations are to turn the road beyond^{s.22} (last residence), from the Fish River Canyon to Camborne, over to Forestry's jurisdiction. Forestry could establish this portion as Public Forest Road. We would establish the portion from Beaton Road to #70 Fish River Road as Section 4. We could then establish right-of-way and reconstruct as time and money permit.

We would maintain from Beaton Road to^{s.22} (last residence):



G.E. Miller, P. Eng.,
District Highways Manager

DPH/d11



Province of
British Columbia

Ministry of
Transportation
and Highways

MEMORANDUM

To: Mr. G. E. Miller
District Highways Manager
Ministry of Transportation
and Highways
REVELSTOKE, British Columbia

Date: February 16, 1988
Branch/Dist: R#3, Revelstoke
Address: 310 Ward Street
NELSON, British Columbia
V1L 5S4
Phone: 354-6400
Hdqtrs. File:
Region File: R38-20-0
District File: 38-40-0
38-20-0

RE: FISH RIVER ROAD #70

Having reviewed the material submitted regarding #70 Fish River Road from the Beaton-Armstrong Lake Road to Cambourne, I would suggest that the overall responsibilities/jurisdictions are cloudy enough that you should review our overall requirements for the road and make recommendations towards clarifying status.

Of prime concern are:

- a. Private Road through Beaton
i.e. no public connection ✓
- b. The lease to Westar ✓

*- Who owns what?
- Stat towards legalizing
- No problem leasing to
Westar.*

GJS
G. J. Sutherland, P. Eng.
Regional Director, Highways

GJS/ar



DIST. HWYS. MANAGER	INFO.	ACTION
SENIOR FERRY CAPTAIN		
DIST. OFFICE MANAGER		
DIST. TECHNICIAN		
SHOP FOREMAN; STOCK		
FOREMAN AREA A,B,C,N,		
DISTRICT CO-ORDINATOR		
PAYROLL ACCOUNTS/STENO		
SURVEY CREW		



Province of
British Columbia

MEMORANDUM

TO:

Gerry Miller
District Manager, Min. of Hwys
Revelstoke District

FROM:

DAVID GRANT
FIELD ENG., MIN OF FORESTS
NELSON, REGION

SUBJECT:

FISH RIVER ROAD AND BRIDGE

DATE:

March 13/87

FILE:

9423897

☐ For Your Information

☐ Please O.K. and Return

☐ Please Discuss With Me

☐ Per Your Request

☐ For Your Signature

☐ Please Process

☐ Return With More Details

☐ Investigate and Report

☐ Please Answer

☐ For Your File

I am attached a summary of our field trip
of March 10, 1987.

The District Manager, for our Ministry
has approved the need for this road
from Poole Creek to the west boundary of L7356.

We are presently preparing drawings for
the transfer of this road from the
Ministry of Highways to the Ministry of Forests

REPLY:

in order that we can complete rehabilitation
works before May 15/87. If you have
any concerns please let us know as
soon as possible.

D Grant (354-6217)

WRITE YOUR REPLY AND RETURN THIS SHEET



To: District Manager
Arrow Forest District

Date: March 13, 1987

From: Ministry of
Forests and Lands
Nelson Regional
Office

File: 942-3397

Attention: R. Augustin, Operations Superintendent

Field Trip to Incommapleux River Bridge

Present on site:

Mark Mack, Westar Timber
Adrian Dupuis, Westar Timber
Gerry Miller, District Manager, Ministry of Highways, Revelstoke
Pete Davis, Foreman, Ministry of Highways, Trout Lake
Dean Handley, District Technician, Ministry of Highways, Revelstoke
Ralph Salbo, Bridge Foreman, Ministry of Highways, Revelstoke
David Grant, Field Engineer, Ministry of Forests and Lands, Nelson
Art Charbonneau, Northwest Hydraulic Consultants Ltd.

Points Discussed

I. The alternatives for maintaining access to the west side of the Incommapleux River.

Option A) Do nothing -- allow the road to be eroded by the river and then deal with the consequences afterwards.

- 1) Not practical because of investment in road and bridge plus need for continuing access for logging, tree planting and mining operations.
- 2) Costs - \$100,000 - \$200,000 to reestablish access plus loss of revenue to Westar while roads out of action.

Option B) Riprap existing channel for about 400 m, work to be completed by May 15, 1987.

- 1) All land is private, we would require owners permission to do works on the property.
- 2) Road is under jurisdiction of the Ministry of Highways. Ministry of Forests and Lands would have to take road over before expending any funds on the project.

- 3) Estimated cost approximately \$100,000.

Option C) Channel river through road where it wants to go naturally, then reestablish bridge and fill in old river channel, work to be completed by May 15, 1987.

- 1) All land is private, we would require a gazette of land to allow us to complete this work.
- 2) Effects upstream and downstream are unknown. We could be liable for any damage caused upstream or downstream by the changed river course.
- 3) Scour of the river channel would continue up to ten years until it stabilized. Therefore, the bridge would have to be reestablished on piles set deep into the ground and well protected with riprap.
- 4) Fish and Wildlife and Water Management may have constraints due to amount of siltation expected.
- 5) Costs: \$100,000 - \$200,000.

Option D) Reestablish an old river channel located northwest of existing streambed and divert existing river into it. Work to be completed by May 15, 1987.

- 1) Require gazette through property to reactivate old channel as old riverbed has reverted to landowner.
- 2) Fish and Wildlife and Water Management may have constraints reopening old channel.
- 3) Entire channel may have to be riprapped to protect it from erosion.
- 4) Approximate cost: \$100,000 - \$150,000.

At this time Art Charbonneau, Hydrological Engineer working for Westar, is reviewing these alternatives. His report is due April 10, 1987.

II. Who is responsible for Incommapleux Road, Ministry of Highways or Ministry of Forests and Lands?

- A. Gerry Miller, District Highways Manager, Revelstoke District, stated that Highways is not interested in maintaining this road. Historically this road was not maintained by anyone until Westar

R. Augustin
File: 942-3397
March 13, 1987
Page 2

rebuilt the bridges in 1973-74 (funded by Ministry of Forests and Lands under stumpage offset).

If the road is washed away, he feels it is up to Westar to reestablish access. This point could be argued but it would not do Westar any good once the road is washed away as they will be unable to operate or compete reforestation plans for 1987.

- B. The Ministry of Highways is willing to transfer ownership of the road from Poole Creek to the west boundary of Lot 7356 over to the Ministry of Forests and Lands.
- C. Pending agreement by the district, Bob Brock, regional Engineering Officer, will recommend approval of the transfer of this road from Highways' jurisdiction over to the Ministry of Forests and Lands. Estimated time of completion one to two months.
- D. In order to protect the investment in this road we recommend Section 88 funding for this project. It will be a top priority for the 1987-88 fiscal year if you agree.

It should also be noted that the portion of the road from Lot 7356 to Evans' timber berth was established as a Forest Service Road in 1982 at the request of the Arrow District. Please ensure all bridges are inspected and as-built reports completed for this section. A survey of the revised road through Lot 7356 should also be undertaken this year so we can gazette the section of road which Westar rebuilt on private property. The cost of acquiring this section of road may revert to Westar as it is a responsibility of their TFL agreement.

If you have any questions, please contact me at 354-6217.

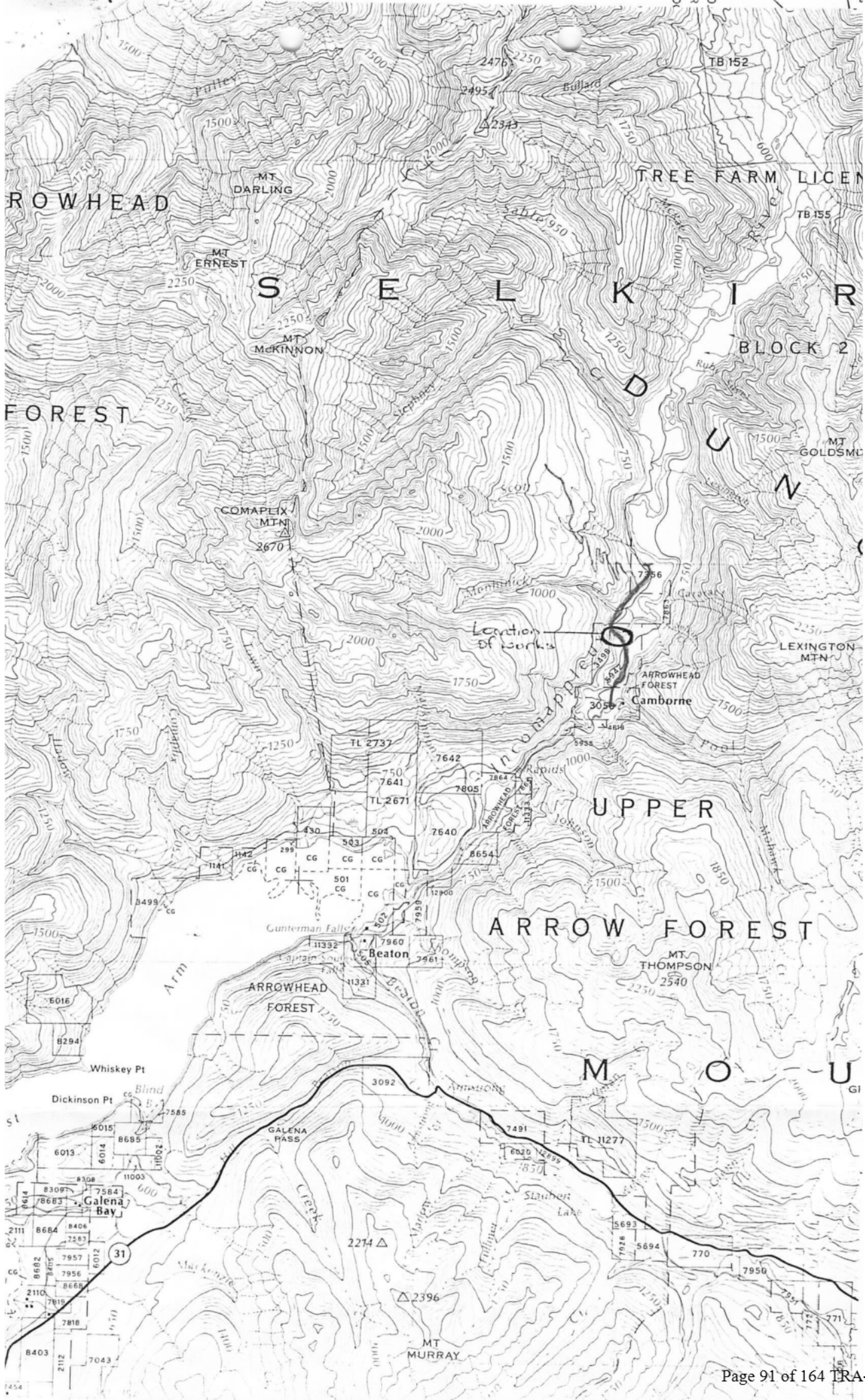


D. J. Grant
Field Engineer

DJG:mjb:ld

cc: Mark Mack, Westar Timber, Box 850, Castlegar, B.C. VIN 3H8
cc: Gerry Miller, Ministry of Highways, Revelstoke District
cc: Dwayne Boyer, Water Management Branch, Ministry of Environment, Nelson
cc: Gerry Fox, Fish and Wildlife Branch, Ministry of Environment, Nelson
cc: Ken Waite, Nakusp Field Office, Ministry of Forests and Lands
cc: Ken Halsey, R.O. Engineering, Arrow Forest District, Ministry of Forests and Lands

:0162E





To: FILE

Date: March 13, 1987

Branch/Dist:

SUBJECT: Field Inspection Fish River
Road #70 and Fish River
Crossing #811

Address:

Phone:

Hdqtrs. File:

Region File:

District File: 38-40-0

Gemy

Attendance:	WESTAR:	Adrian Dupuis Mark Mack
	CONSULTANT:	Art Charbonneau
	FORESTRY:	Dave Grant
	HIGHWAYS:	G.E. Miller Dean Handley Ralph Falbo Pete Davis

Inspected area of high bank erosion adjacent to Green Bridge. Discussions concerning title to existing road. I confirmed it is a public road (from Road Register) consultant will report to clients (Westar) re: possible alternatives and costs.

Stopped in Fish River Canyon on return trip and inspected condition of trestle. Mark Mack and Adrian agreed that wheel guards and decking would be repaired this spring prior to any additional hauling.

G.E. Miller, P. Eng.,
District Highways Manager

GEM/d11



To: Regional Director, Highways
Nelson, B.C.

Date: March 12, 1987

Branch/Dist:

Address:

Attn: Regional Manager, Maintenance

RE: Fish River Road No. 70,
and Fish River Crossing No. 811

Phone:

Hdqtrs. File:


Region File:

District File: 38-20-0

As discussed with you on March 11, 1987 there was an onsite meeting at the "Green Bridge" on the Fish River Crossing No. 811 to review the problem with Westar's consultant.

Subsequent to this meeting Dave Grant, Ministry of Forests and Lands expressed interest by his Ministry in taking over No. 811 from Cambourne to end of road. I have told him to proceed.

The attached maps indicate location of the subject road.



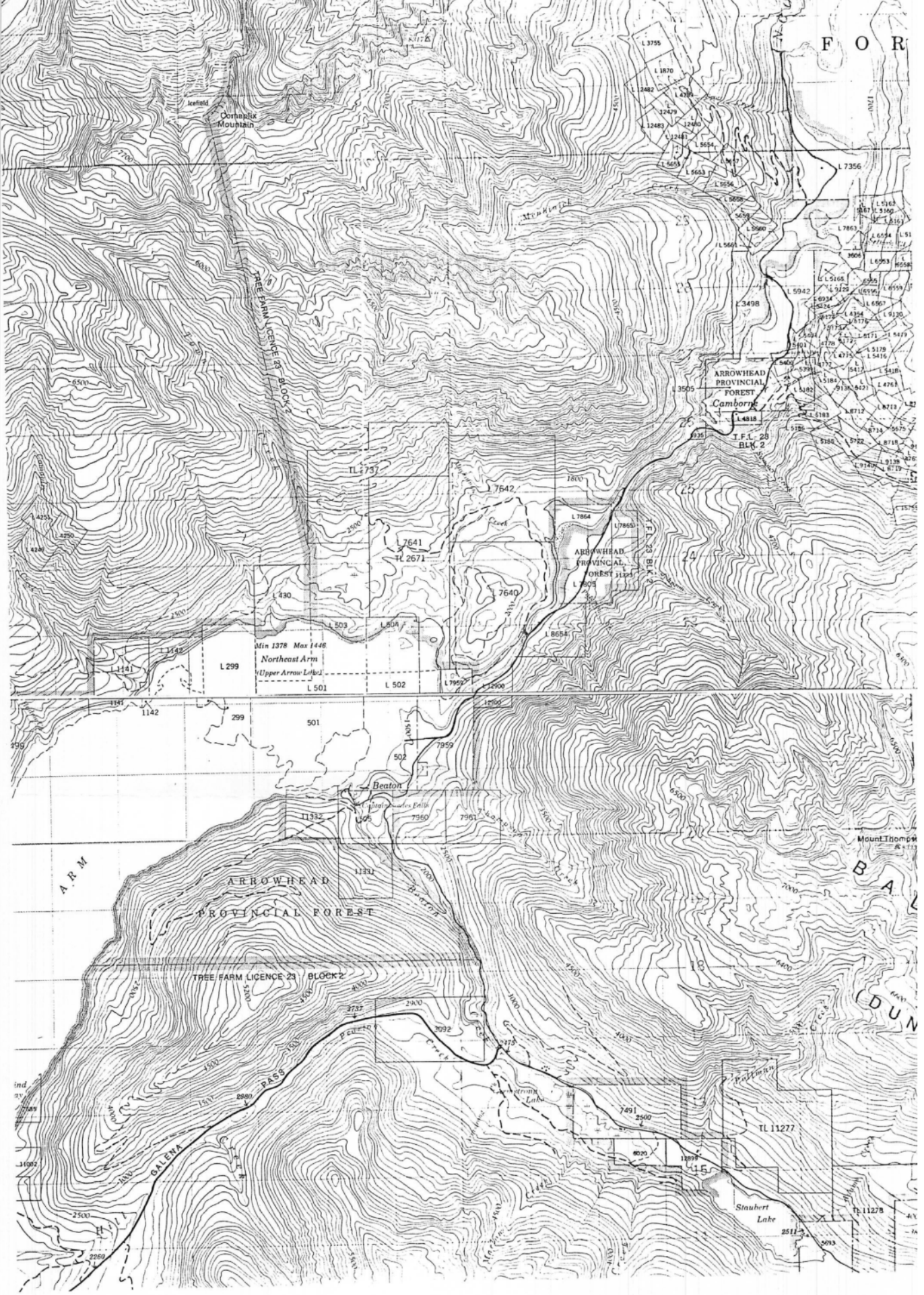
G.E. Miller, P. Eng.,
District Highways Manager

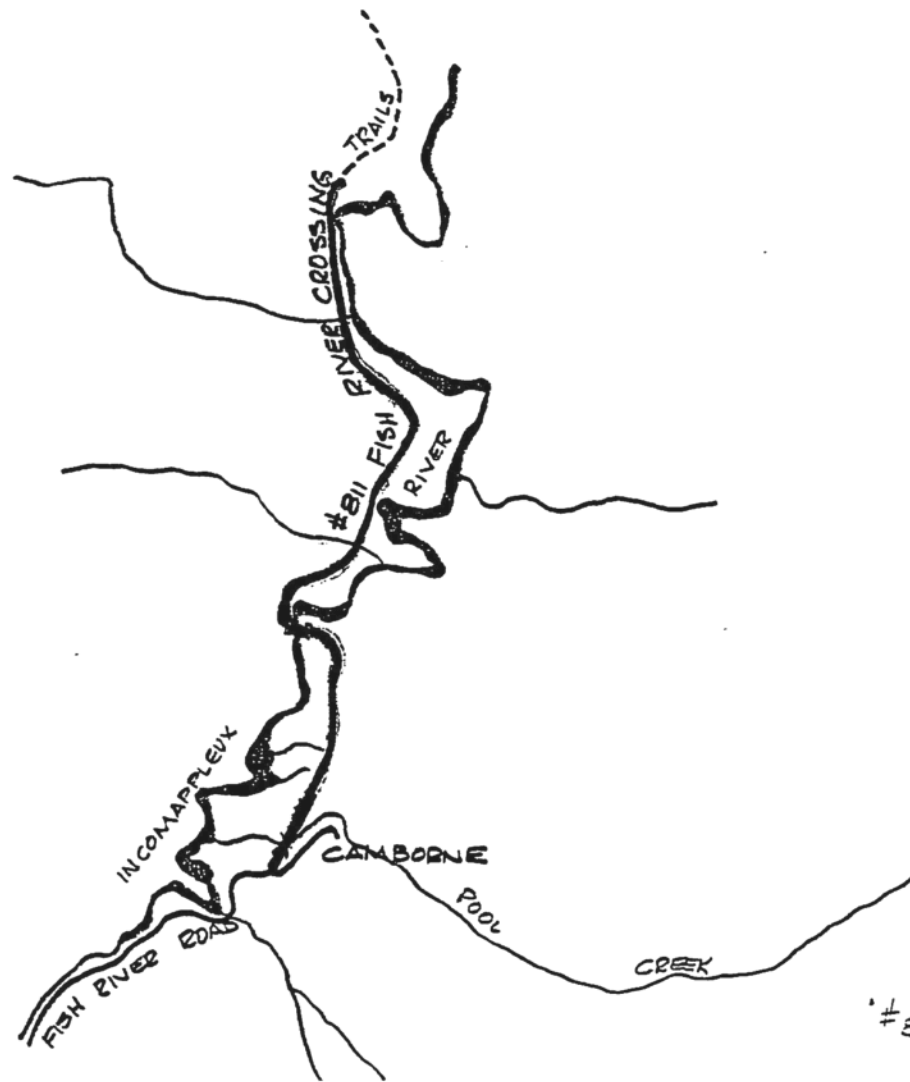
GEM/dll

Attach.

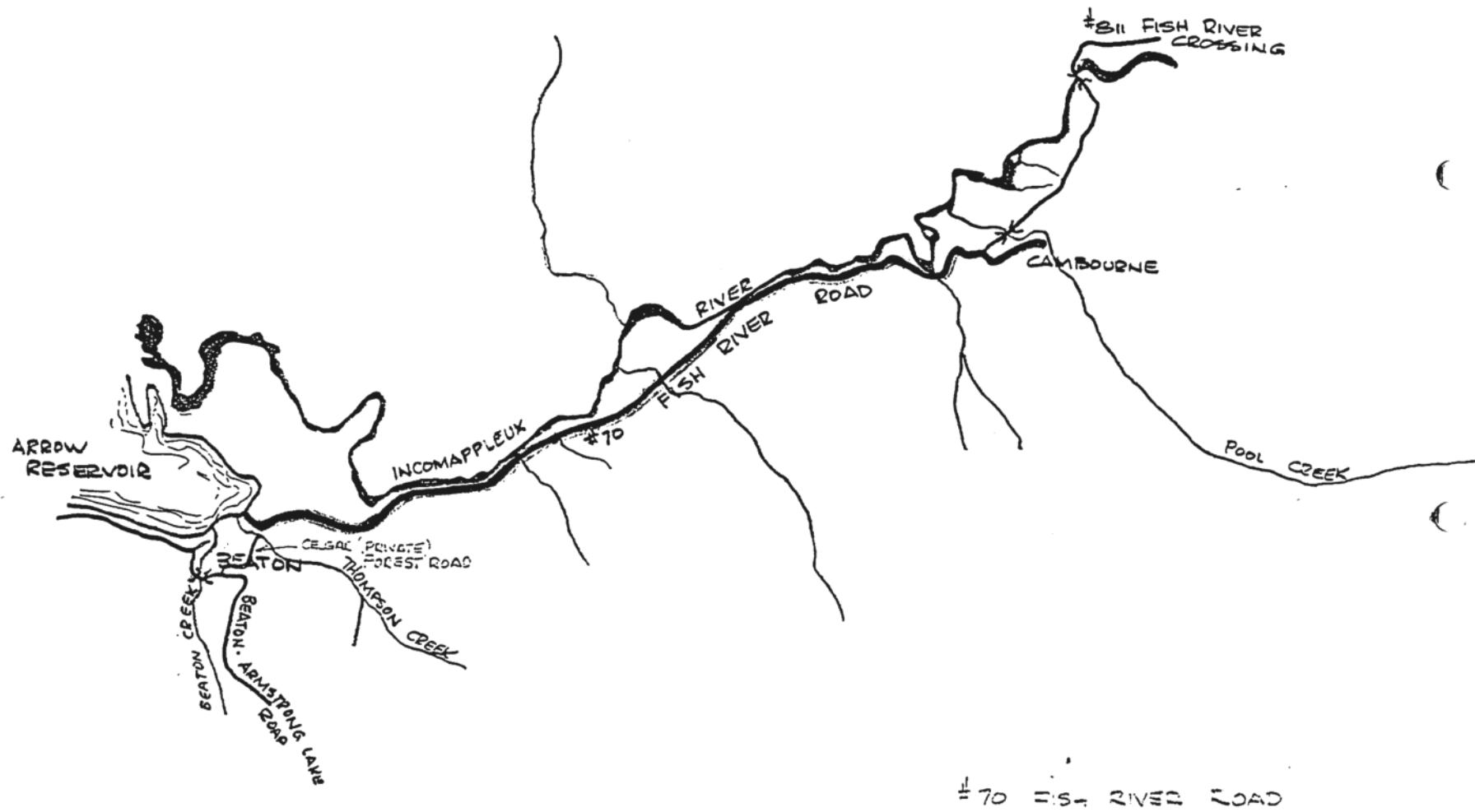
L K I R K M O U N T A I N S)

F O R





#811 FISH RIVER CROSSING



Subject Incomappleux River Road

Attending Westar Timber

(Mark) M. Mack - Nakusp
(Doug) D. Lang - Castlegar

Gerry

Ministry of Highways

G. Miller - Revelstoke
D. Handley - Revelstoke

Ministry of Forests

Reiner R. Augustin - Arrow Forest District, Castlegar
Bob B. Brock - Regional - Nelson
Ken K. Halsey - Arrow Forest District, Castlegar
Harry H. Anderson - (writer) Arrow Forest District, Nakusp

Meeting opened by R. Augustin who outlined two (2) significant problem areas on the Incomappleux River Road.

Concern #1 Canyon at 8.0 Km. - maintenance of the steel girder structure. Immediate repair to deck and guard rails required.

Concern #2 Imminent problem at 13.0 km locally known as the "Green Bridge". At this point the river threatened to change course bypassing the structure. Westar Timber took action during the summer of 86 lining the bank with cottonwood hoping to prevent any further loss to the streambank.

R. Augustin also advised the Ministry of Forests was not prepared to spend public money on a road which is under Highways jurisdiction but is presently under lease to Westar Timber.

D. Lang advised the maintenance agreement has been upheld. He outlined that any further stream stability required at 13.0 km is beyond maintenance and too onerous for the company to complete.

G. Miller referred to a letter written to Westar which outlined maintenance conditions not complied with.

B. Brock advised the "Green Bridge" may be owned by the Ministry of Forests if construction was written-off on the old ledger system. If this is the case the Ministry of Forests may entertain Section 88 for safeguarding measures.

Incomappleaux River Road
February 13, 1987
Page - 2

R. Augustin summarized as follows:

- 1) Requested Westar to hire an engineer to complete a preliminary review of "Green Bridge" problem area. The review should include stabilization costs and alternatives.
- 2) B. Brock to review ownership of the bridge and the possibility of entertaining Section 88 north of Camborne.
- 3) M. Mack to co-ordinate a joint field examination with Ministry of Forests, Ministry of Highways, Consultant- Hydrologist, and Westar. As further safeguarding measures may be required, the field exam will be scheduled in the near future to allow works to be carried out prior to the spring freshet.
- 4) Subsequent to the joint field examination the Ministry of Highways will draft a letter outlining Westars' outstanding maintenace requirements.



H. Anderson
Forest Technician, Arrow

CC: R. Augustin, Castlegar
K. Halsey, Castlegar
Westar, Nakusp
Ministry of Highways, Revelstoke

Ministry of Transportation and Highways
BRIDGE INSPECTION CARD

HEADING:

BRIDGE NAME

FISH RIVER CANYON

BRIDGE
NUMBER

6734

STRUCTURE
CODE

(alpha)

DISTRICT
NUMBER

38

INSPECTION
DATE

(YR. / MO. / DAY)

26 09 24

INSTRUCTION: ALL DATA BELOW TO BE CHECKED ANNUALLY. INSPECTION ELEMENTS MUST BE FILLED, EVEN IF WITH A "N/A" (6) ENTRY. SEE REVERSE FOR RATING CRITERIA

INSPECTION DATA

ALL POOR OR VERY POOR CONDITIONS MUST BE EXPLAINED BELOW

IF CLOSED, PLEASE DESCRIBE BELOW AND SEE INVENTORY

- 1—VERY GOOD (NEW)
2—GOOD
3—FAIR
* 4—POOR
* 5—VERY POOR
6—N/A (NOT APPLICABLE)

WHERE APPLICABLE:

LOG STRINGERS
MID-SPAN SOUND
DIAMETER

(AVERAGE OF ALL SUPPORT LOGS)

CHECK WITH INCREMENT BORER

DEBRIS RISK

6

DOLPHINS/

6

TRUSS

6

WEARING

6

UTILITIES

6

BANK/BED SCOUR

6

BEARINGS/CAPS/

2

TRUSS RODS/

6

DECK JOINTS

6

PAINT (RAIL)

6

FOUNDATION
MOVEMENT

2

FLOOR BEAMS

2

BRACING
WIRES/CABLES/

2

CURBS/
WHEELGUARDS

4

PAINT (STRUCT.)

3

ABUTMENT/SILLS

2

STRINGERS

2

PANELS

6

SIDEWALK

6

SIGNING/
LIGHTING

6

TUNNEL/WING/
RETAINING WALLS

6

GIRDERS

2

PINS/BOLTS/
RIVETS

6

FENCES/POSTS/
RAILINGS

6

ROADWAY
APPROACHES

3

PIER FOOTINGS/
PILING

2

BRACING FRAMES/
PORTALS

6

CROSS TIES

3

MEDIAN BARRIER

6

CAMBER/SAG

6

PIER COLUMNS/
CRIBS

2

TRUSS CHORDS
TOP & BOTTOM

6

DECK SLAB

6

DRAINS/PIPES

6

LIVE LOAD
VIBRATION

6

INSPECTION EXPLANATION OR DESCRIPTION:

* REQUIRES NEW WEARING SURFACE AND
WHEELGUARDS

POSTED LOAD SIGNING (PRINT ACTUAL MESSAGE ON SIGN(S)):

DRAINAGE AREA DESCRIPTION (WATER LEVEL FLUCTUATIONS, LOGGING DEBRIS, ETC.):

WORK PLAN NOTES OR DESCRIPTION:

INSPECTOR

R. FALBO

SIGNATURE

BRIDGE INSPECTION CARD

HEADING:

BRIDGE NAME

POOL CREEK

BRIDGE NUMBER

6737

STRUCTURE CODE

(alpha)

DISTRICT NUMBER

38

INSPECTION DATE

(YR. / MO. / DAY)

860924

INSTRUCTION: ALL DATA BELOW TO BE CHECKED ANNUALLY. INSPECTION ELEMENTS MUST BE FILLED, EVEN IF WITH A "N/A" (6) ENTRY. SEE REVERSE FOR RATING CRITERIA

INSPECTION DATA

1 - VERY GOOD (NEW)

WHERE APPLICABLE:

0000.5

ALL POOR OR VERY POOR CONDITIONS MUST BE EXPLAINED BELOW.

2 - GOOD

3 - FAIR

* 4 - POOR

* 5 - VERY POOR

6 - N/A (NOT APPLICABLE)

LOG STRINGERS

MID-SPAN SOUND

DIAMETER

(AVERAGE OF ALL SUPPORT LOGS)

CHECK WITH INCREMENT BORER

DEBRIS RISK

3

DOLPHINS/FENDERS

6

TRUSS DIAGONALS

6

WEARING SURFACE

3

UTILITIES

6

BANK/BED SCOUR

3

BEARINGS/CAPS/CORBELS

4

TRUSS RODS/BRACING

6

DECK JOINTS

6

PAINT (RAIL)

6

FOUNDATION MOVEMENT

3

FLOOR BEAMS

6

WIRES/CABLES/CHAINS

6

CURBS/WHEELGUARDS

3

PAINT (STRUCT.)

4

ABUTMENT/SILLS

3

STRINGERS

6

PANELS

6

SIDEWALK

6

SIGNING/LIGHTING

6

TUNNEL/WING/RETAINING WALLS

6

GIRDERS

2

PINS/BOLTS/RIVETS

6

FENCES/POSTS/RAILINGS

6

ROADWAY APPROACHES

3

PIER FOOTINGS/PILING

6

BRACING FRAMES/PORTALS

6

CROSS TIES

3

MEDIAN BARRIER

6

CAMBER/SAG

6

PIER COLUMNS/CRIBS

3

TRUSS CHORDS TOP & BOTTOM

6

DECK SLAB

6

DRAINS/PIPES

6

LIVE LOAD VIBRATION

2

INSPECTION EXPLANATION OR DESCRIPTION:

* GIRDERS REQUIRE PAINTING - BAD RUST.

SILL & SOME UPSTREAM SETTLEMENT

POSTED LOAD SIGNING (PRINT ACTUAL MESSAGE ON SIGN(S)):

DRAINAGE AREA DESCRIPTION (WATER LEVEL FLUCTUATIONS, LOGGING DEBRIS, ETC.):

WORK PLAN NOTES OR DESCRIPTION:

INSPECTOR R. F. L. G. D.

SIGNATURE

Westar Timber Ltd.

Southern Wood Products
P.O. Box 1000
Nakusp, British Columbia
Canada V0G 1R0

Telephone (604) 265-3612

Our File: D-4 Incommapleux
F - Highways, Department of

September 26, 1986

District Highways Manager
P. O. Box 710
Revelstoke, B. C.
V0E 2S0

Attention: Gerry Miller

Dear Sir:

Re: Fish River Road Lease - Public Highway - Incommapleux

This is to inform you that Westar is dropping it's lease on this section of road which includes the Fish River crossing.

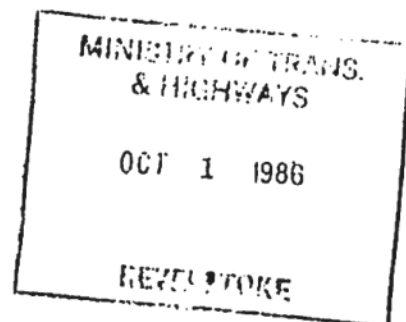
There is to be a joint meeting set up by the Ministry of Forests, Arrow District, in the near future to discuss this matter with you.

Yours truly,



D. A. Lang
T.F.L. Administrative Forester

DAL:ec





Province of
British Columbia

Ministry of
Transportation
and Highways

MEMORANDUM

To: Mr. G.E. Miller
District Highways Manager
Ministry of Transportation and
Highways (Highways)
REVELSTOKE, British Columbia

Date: June 30, 1986
Branch/Dist: Property Services
Address: 310 Ward Street
NELSON, British Columbia
V1L 5S4
Phone: 354-6442
Hdqtrs. File:
Region File: P/N 61881
District File:

Attention: Malcolm Newlands
Office Manager

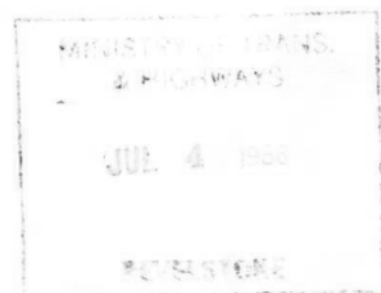
Re: Lease - Fish River Road
Canadian Cellulose Company Limited

As per your request, enclosed please find copy of lease covering
the above mentioned.

for *to-be*
J. Mintak
Regional Property Negotiator

/cc

Enclosure



CANADA
PROVINCE OF BRITISH COLUMBIA

NUMBER

223530



CERTIFIED A TRUE COPY

JUN 1 - 1981 19

Deputy Registrar of Companies

for the Province of British Columbia

Province of British Columbia
Ministry of Consumer and Corporate Affairs
REGISTRAR OF COMPANIES

COMPANY ACT

Certificate

I HEREBY CERTIFY THAT

CANADIAN CELLULOSE COMPANY, LIMITED

HAS THIS DAY CHANGED ITS NAME TO THE NAME

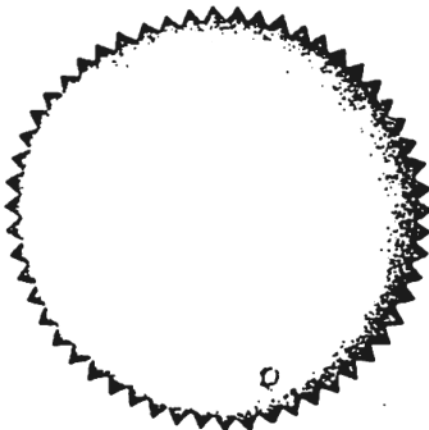
BC TIMBER LTD.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

AT VICTORIA, BRITISH COLUMBIA,

THIS 1ST DAY OF JUNE, 1981

L. G. HUCK
DEPUTY REGISTRAR OF COMPANIES



THIS INDENTURE made the 15th day of December A.D. 1974

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of British Columbia as represented by the Minister of Highways and The Minister of Transport and Communications for the Province (hereinafter called "the Lessor")

OF THE ONE PART

AND: CANADIAN CELLULOSE COMPANY, LIMITED,
P.O. Box 1000, 1200 - 1111 West Hastings Street, Vancouver,
British Columbia (hereinafter called "the Lessee")

OF THE OTHER PART

WITNESSETH that Her Majesty, under and by virtue of all power thereto enabling, doth hereby demise unto the said Lessee, its successors and assigns, ALL that parcel of land comprised within the sixty-six foot road allowance of all that portion of #70, Fish River Road and #811 Fish River Crossing Roads, near Beaton, Upper Arrow Lake. Commencing at the east boundary of Lot 2, Plan 1321 of District Lot 7959, Kootenay District; thence extending north easterly along easterly bank of the Incomappleux River to District Lot 5942, Kootenay District; thence across the Incomappleux River to the westerly bank of said River; thence northerly along the westerly bank of said river to terminal point of #811 Fish River Crossing Road.

ALL as indicated in red on the plan attached hereto and designated as "Plan A" and, hereinafter referred to as "the road".

TERM

TO HOLD the same premises unto the Lessee, its successors and assigns as a private trucking road for a term of One (1) year commencing April 1, 1974 and thereafter from year to year unless notice is given to the contrary.

CONSIDERATION

YIELDING and paying therefore unto Her Majesty, in advance, yearly and every year, the rent of Ten Dollars (\$10.00) per annum of lawful money of Canada, payable on or before the first day of March in each year at the office of the Minister of Highways at the City of Victoria and whether demanded or not. The first payment to be made April 1, 1974.

TAXES

AND the Lessee, for itself, its successors and assigns, hereby covenants with the Lessor, her successors and assigns punctually to pay the said rent at the respective times and in the manner aforesaid. AND also will pay all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged upon the road or any part thereof, or upon the rent thereof or any part thereof, or upon the Lessor, her heirs, (or executors, administrators) or assigns, in respect thereof. AND TO observe all and singular the provisions of the Land Laws for the time being of the said Province, and not to assign or sublet this lease or the privileges and rights hereby conferred, or any part thereof respectively, without the written consent of the Minister of Highways thereto first had and obtained.

ASSIGNMENT

MINISTER
TO SETTLE
DISPUTES

PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this road, or any matter or thing connected with any provisions herein contained, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister of Highways or other person duly authorized by the Minister of Highways in that behalf.

REACH OR
NON-PERFORM
NCE

PROVIDED also that in case of neglect or default of the Lessee, its successors and assigns, to observe, pay or fulfill any, or any part of any covenant, stipulation, condition or payment in this Indenture contained or referred to, it shall be lawful for the Lessor, her successors, or assignees, without further notice than a notification in writing by the Minister of Highways, addressed to the Lessee at its last known place of residence, and sent to it in a registered post letter bearing said address, absolutely to forfeit all or any portions of the road as is specified in such notification and all of

the rights and privileges hereby conferred or expressed so to be from time to time in any such notification, and thereupon this road shall at once (as to the part so specified only) be absolutely void and of none effect, PROVIDED also that any assignment by operation of any law of Bankruptcy or Insolvency of the road and privileges hereby conferred shall of itself be a forfeiture of such road and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the Provisions herein contained. PROVIDED also that this road is granted to and accepted by the Lessee on the express conditions following, that is to say:

SE

(a) That the road shall be used by the Lessee only as a trucking road in connection with its logging operations in the area.

MAINTAIN
ROAD

(b) That the Lessee is to maintain the road in a fit and proper condition during the periods of logging use only, throughout the term hereby created and until the termination of this lease, to the satisfaction of the Lessor's Engineer and his decision and direction shall be final. Maintenance to mean the work subsequent to the construction of a highway and bridge, of preserving and keeping the highway and bridge in repair, including the making, clearing, and keeping open of ditches, gutters, drains, culverts, and water-courses, and the repairing of retaining walls, cribs, river protection works, and the replacement of broken, cracked, crushed, rotten or otherwise unsatisfactory decking, bridge super-structure members, bridge sub-structure member, and the removal of snow and ice, and any other works necessary to keep open and maintain the highway and bridges for use by the traffic for which it is required.

ACCESS AND
USE

(c) That the Lessee shall allow the public access to and use of the road at all times.

COMPENSATION

(d) No compensation is to be payable by the Lessor to the Lessee in respect of any roads constructed or maintained by the Lessee in the course of its operation.

(e) No compensation is to be payable by the Lessor to the Lessee for any additional right-of-way required through private property for roadway construction or maintenance.

UTILITIES
ICLES

(f) That the Lessee will: (1) Carry out the maintenance, operation and repair of the road during the periods of logging use to the satisfaction of the Lessor's Engineer: (2) Make application to the Lessor's engineer for permission to locate utilities on the road: (3) Inform the Lessor's engineer the loaded weight, height, and width of the vehicles using the road in connection with its operation prior to the vehicles being driven or operated upon the road, and where in the opinion of the Lessor's engineer the road, culverts, and bridges are liable to damage through extraordinary traffic thereon, he may regulate, limit, or prohibit the use of the road by any person operating or in charge of the extraordinary traffic, or owning the goods carried thereby or the vehicles used therein; (4) Provide and perform dust laying and control, at his own expense, on the road, if in the opinion of the Lessor's Engineer, it is deemed necessary. (5) Provide all materials used for the maintenance of the road and bridge in accordance with the Department of Highways General Specifications for Highway Construction and/or the Canadian Standards Association and/or the American Society for Testing Materials, All materials shall be subject at all times to inspection and approval by the Engineer who may reject any part which does not comply with the requirements of any relevant specification. The Engineer shall order the Lessee to remove and replace at the expense of the Lessee any rejected materials. All rejected materials shall be removed within twenty-four hours after such order by the Engineer. (6) Provide and pay all expenses for the supply of gravel used in the maintenance of gravel roads. (7) Provide and pay all expenses for the supply of labour and materials used in the maintenance or replacement of drainage culverts. (8) Provide and pay all expenses for the supply of labour, equipment, and materials used for maintaining, grading, or levelling the gravel surface on the road. (9) Provide and pay all expenses for the cost of maintenance and repair of any asphalt-surfaced portions of the road, including, but without limiting the generality of the foregoing, the patching of the asphalt-surface. (10) Provide and pay all expenses for the supply and installation of traffic signs at locations indicated by the Lessor's engineer. The number, location,

MATERIALS

EL

ERTS

ING

ALT

IRS

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IS

and type of signs shall be at the discretion of the Lessor's engineer, and his decision shall be final. For the purpose of maintaining uniformity on traffic signs throughout the area, the signs shall be obtained from the Traffic Branch of the Lessor and shall be based on current Departmental standard signing policy. The signs shall be maintained in a fit and proper condition throughout the term of the lease and upon termination will become the property of the Lessee.

PROVIDED also that the Engineer of the Lessor shall be the sole judge of the work performed under Section (f) herein, in respect of both quality and quantity, and his decision on all questions in dispute with regard thereto, or as to the meaning or interpretation of the specifications, shall be final, and no work under this agreement shall be deemed to have been performed, nor materials or things provided unless and until the Engineer is satisfied therewith.

TERMINATION

PROVIDED also that should the Minister at any time require all or part of the road, the Minister may give at least ninety days notice specifying the extent to which the road must be vacated, and the Lessee, prior to the expiration of the time stated in the notice, shall freely and to the satisfaction of the Minister perform all things necessary for vacating. Should the Lessee fail to perform the work of vacating within the time stated in the notice, the Minister shall have the right to do so, and the Lessee shall pay the cost of the work forthwith on demand. Unless the Minister shall resume all the road and shall terminate this lease under the foregoing provisions, this lease shall remain in full force and effect as to the remainder not resumed by the Minister.

ADJACENT
PROPERTIES

PROVIDED also that the Lessee shall at all times grant the use of the road hereby demised to the registered owners of the lands adjacent thereto and their invitees and licensees for the purpose of ingress to and egress from their respective premises.

IMPROVEMENTS

PROVIDED also that any improvements whatsoever constructed upon the road by the Lessee, its agents or workmen, shall revert to the Crown free of charge upon completion of the work for which the Lessee is using this road or upon termination of the Lease whichever may be the sooner.

PROVIDED also that the Lessee will: (1) Observe, abide by and comply with the provisions of the Industrial Transportation Act which in any manner relate to or affect the operations of the Lessee on the Road. (2) Limit the maximum height of the vehicles and loads using the road to fifteen feet six inches (15' 6"). (3) Limit the maximum length of truck tractor and logging trailer and load to seventy-five feet (75'). (4) Limit the maximum axle loads to ninety thousand (90,000) pounds on fixed two-axle groups (tandems). (5) Limit the maximum gross vehicle weight to two hundred thousand (200,000) pounds on five (5) axles. (6) Limit the maximum width of vehicle and load to twelve (12) feet. (7) Limit the maximum number of vehicles permitted to be in combination to truck tractor and logging trailer. (8) To maintain a satisfactory travelled width of roadway for the public to pass logging trucks easily or to provide pull-out areas for this purpose. The decision and direction of the Lessor's Engineer will be accepted as final for width of roadway and pull-out areas. (9) To permit free and unlimited access and use of the road by the British Columbia Forest Service as a fire access road. (10) To provide and install cautionary signs warning the public, and in particular tourists and hunters, that they must proceed on the road with caution.



Province of
British Columbia

Ministry of
Transportation
and Highways

District Highways Manager,
P.O. Box 710,
Revelstoke, B.C.
VOE 2S0 837-7646

EXPO
86

October 23, 1986

YOUR FILE D-4 Incommapleu/F HWYS

OUR FILE 38-11-7

Westar Timber Ltd.,
P.O. Box 1000,
Nakusp, B.C.
VOG 1R0

Attention: D.A. Lang
TFL Administrative Forester

Dear Sir:

RE: Fish River Road - Public Highway Leased to
Westar Timber Ltd - Your Letter of September 26, 1986

Thank you for your letter advising of the intent to drop your lease.

As no contact has been made with this office concerning a meeting to discuss this item, please be advised that prior to relinquishment of the lease, we shall require that any outstanding maintenance not completed to date, be so completed prior to expiration of said lease. This includes outstanding riprapping required to save the bridge and approaches as discussed in your letter of June 24, 1986 and my reply of June 30, 1986.

Once again, we formally request that you comply with the terms and conditions of the lease regarding maintenance of the road (and structures).

Please note that should the lease be relinquished, all vehicles using the road will be subject to legal load limits except "overloads" as permitted by the Commercial Transport Division.

Please advise when outstanding maintenance items have been completed to allow a joint inspection of the facilities.

Yours truly,

G.E. Miller, P. Eng.,
District Highways Manager

GEM/dlm
Encl.

cc: Acting Regional Director, Nelson
K.G. Waife, Field Office Sup., Ministry of
Forests, Nakusp, B.C.



Westar Timber Ltd.

Southern Wood Products
P.O. Box 1000
Nakusp, British Columbia
Canada V0G 1R0

Telephone (604) 265-3612

Our File: D-4 Incommapleux
F - Highways, Department of

September 26, 1986

District Highways Manager
P. O. Box 710
Revelstoke, B. C.
V0E 2S0

Attention: Gerry Miller

Dear Sir:

Re: Fish River Road Lease - Public Highway - Incommapleux

This is to inform you that Westar is dropping it's lease on this section of road which includes the Fish River crossing.

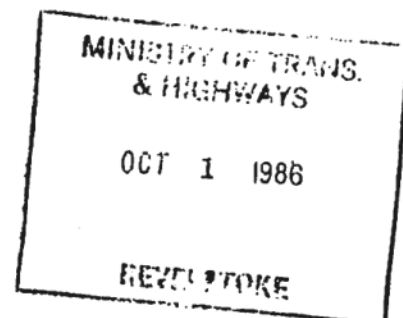
There is to be a joint meeting set up by the Ministry of Forests, Arrow District, in the near future to discuss this matter with you.

Yours truly,



D. A. Lang
T.F.L. Administrative Forester

DAL:ec



I hereby certify that the following is a true copy of a Minute of the Honourable the Executive Council of the Province of British Columbia approved by His Honour the Lieutenant-Governor.



1074

APPROVED AND ORDERED 28 MAR 1974

[Signature]
Deputy Provincial Secretary

[Signature]
Lieutenant-Governor

EXECUTIVE COUNCIL CHAMBERS, VICTORIA 28 MAR 1974

Pursuant to the Highway Act, and upon the recommendation of the undersigned, the Lieutenant-Governor, by and with the advice and consent of the Executive Council, orders that

WHEREAS, under special circumstances, a lease may be issued to any person of any part of a highway vested in the Crown; but no transfer shall be made or direction be given under Section 17 of the Highway Act until the Minister of Highways has given thirty days' public notice of his intention to issue the lease, by notice published in one issue of a newspaper published in the Province and circulating in the locality in which the highway or part thereof is situate:

AND WHEREAS pursuant to Section 6 of the "Highway Act" the Fish River Road #70, and Fish River Crossing Road #811 near Beaton, B.C. are public highways with the soil and freehold vested in Her Majesty, her heirs and successors:

AND WHEREAS Canadian Cellulose Company Limited is developing production facilities to exploit forest resources from its property in the Fish River area:

AND WHEREAS Canadian Cellulose Company Limited has applied for the issuance of a lease for 10.55 + miles of the Fish River and Fish River Crossing Roads for ingress and egress purposes relative to its forest products operations:

AND WHEREAS public notice of intention to issue the lease was published on September 11, 1972 in the Nelson Daily News and no complaints or objections respecting the proposed lease have been received:

THE MINISTER OF HIGHWAYS be directed to issue a lease to Canadian Cellulose Company Limited, pursuant to Section 17 of the Highway Act, in the form of the draft attached hereto.

[Signature]
MINISTER OF HIGHWAYS

[Signature]
PRESIDING MEMBER OF
EXECUTIVE COUNCIL

File No. 2311

THIS INDENTURE made the

day of

A.D. 1974

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of British Columbia as represented by the Minister of Highways and The Minister of Transport and Communications for the Province (hereinafter called "the Lessor")

OF THE ONE PART

AND: CANADIAN CELLULOSE COMPANY LIMITED,

P.O. Box 1000,

Nakusp, British Columbia (hereinafter called "the Lessee")

OF THE OTHER PART

WITNESSETH that Her Majesty, under and by virtue of all power thereto enabling, doth hereby demise unto the said Lessee, its successors and assigns, ALL that parcel of land comprised within the sixty-six foot road allowance of all that portion of #70, Fish River Road and #811 Fish River Crossing Roads, near Beaton, Upper Arrow Lake. Commencing at the east boundary of Lot 2, Plan 1321 of District Lot 7959, Kootenay District; thence extending north easterly along easterly bank of the Incomappleux River to District Lot 5942, Kootenay District; thence across the Incomappleux River to the westerly bank of said River: thence northerly along the westerly bank of said river to terminal point of #811 Fish River Crossing Road.

ALL as indicated in red on the plan attached hereto and designated as "Plan A" and, hereinafter referred to as "the road".

TERM

TO HOLD the same premises unto the Lessee, its successors and assigns as a private trucking road for a term of One (1) year commencing April 1, 1974 and thereafter from year to year unless notice is given to the contrary.

CONSIDERATION

YIELDING and paying therefore unto Her Majesty, in advance, yearly and every year, the rent of Ten Dollars (\$10.00) per annum of lawful money of Canada, payable on or before the first day of March in each year at the office of the Minister of Highways at the City of Victoria and whether demanded or not. The first payment to be made April 1, 1974.

TAXES

AND the Lessee, for itself, its successors and assigns, hereby covenants with the Lessor, her successors and assigns punctually to pay the said rent at the respective times and in the manner aforesaid. AND also will pay all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged upon the road or any part thereof, or upon the rent thereof or any part thereof, or upon the Lessor, her heirs, (or executors, administrators) or assigns, in respect thereof. AND TO observe all and singular the provisions of the Land Laws for the time being of the said Province, and not to assign or sublet this lease or the privileges and rights hereby conferred, or any part thereof respectively, without the written consent of the Minister of Highways thereto first had and obtained.

ASSIGNMENT

MINISTER
TO SETTLE
DISPUTES

PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this road, or any matter or thing connected with any provisions herein contained, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister of Highways or other person duly authorized by the Minister of Highways in that behalf.

BREACH OR
NON-PERFORM
ANCE

PROVIDED also that in case of neglect or default of the Lessee, its successors and assigns, to observe, pay or fulfill any, or any part of any covenant, stipulation, condition or payment in this Indenture contained or referred to, it shall be lawful for the Lessor, her successors, or assignees, without further notice than a notification in writing by the Minister of Highways, addressed to the Lessee at its last known place of residence, and sent to it in a registered post letter bearing said address, absolutely to forfeit all or any portions of the road as is specified in such notification and all of

the rights and privileges hereby conferred or expressed so to be from time to time in any such notification, and thereupon this road shall at once (as to the part so specified only) be absolutely void and of none effect, PROVIDED also that any assignment by operation of any law of Bankruptcy or Insolvency of the road and privileges hereby conferred shall of itself be a forfeiture of such road and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the Provisions herein contained. PROVIDED also that this road is granted to and accepted by the Lessee on the express conditions following, that is to say:

USE

(a) That the road shall be used by the Lessee only as a trucking road in connection with its logging operations in the area.

MAINTAIN
ROAD

(b) That the Lessee is to maintain the road in a fit and proper condition during the periods of logging use only, throughout the term hereby created and until the termination of this lease, to the satisfaction of the Lessor's Engineer and his decision and direction shall be final. Maintenance to mean the work subsequent to the construction of a highway and bridge, of preserving and keeping the highway and bridge in repair, including the making, clearing, and keeping open of ditches, gutters, drains, culverts, and water-courses, and the repairing of retaining walls, cribs, river protection works, and the replacement of broken, cracked, crushed, rotten or otherwise unsatisfactory decking, bridge super-structure members, bridge sub-structure member, and the removal of snow and ice, and any other works necessary to keep open and maintain the highway and bridges for use by the traffic for which it is required.

ACCESS AND
USE

(c) That the Lessee shall allow the public access to and use of the road at all times.

COMPENSATION

(d) No compensation is to be payable by the Lessor to the Lessee in respect of any roads constructed or maintained by the Lessee in the course of its operation.

(e) No compensation is to be payable by the Lessor to the Lessee for any additional right-of-way required through private property for roadway construction or maintenance.

UTILITIES
VEHICLES

(f) That the Lessee will: (1) Carry out the maintenance, operation and repair of the road during the periods of logging use to the satisfaction of the Lessor's Engineer: (2) Make application to the Lessor's engineer for permission to locate utilities on the road: (3) Inform the Lessor's engineer the loaded weight, height, and width of the vehicles using the road in connection with its operation prior to the vehicles being driven or operated upon the road, and where in the opinion of the Lessor's engineer the road, culverts, and bridges are liable to damage through extraordinary traffic thereon, he may regulate, limit, or prohibit the use of the road by any person operating or in charge of the extraordinary traffic, or owning the goods carried thereby or the vehicles used therein; (4) Provide and perform dust laying and control, at his own expense, on the road, if in the opinion of the Lessor's Engineer, it is deemed necessary. (5) Provide all materials used for the maintenance of the road and bridge in accordance with the Department of Highways General Specifications for Highway Construction and/or the Canadian Standards Association and/or the American Society for Testing Materials, All materials shall be subject at all times to inspection and approval by the Engineer who may reject any part which does not comply with the requirements of any relevant specification. The Engineer shall order the Lessee to remove and replace at the expense of the Lessee any rejected materials. All rejected materials shall be removed within twenty-four hours after such order by the Engineer. (6) Provide and pay all expenses for the supply of gravel used in the maintenance of gravel roads. (7) Provide and pay all expenses for the supply of labour and materials used in the maintenance or replacement of drainage culverts. (8) Provide and pay all expenses for the supply of labour, equipment, and materials used for maintaining, grading, or levelling the gravel surface on the road. (9) Provide and pay all expenses for the cost of maintenance and repair of any asphalt-surfaced portions of the road, including, but without limiting the generality of the foregoing, the patching of the asphalt-surface. (10) Provide and pay all expenses for the supply and installation of traffic signs at locations indicated by the Lessor's engineer. The number, location,

MATERIALS

GRAVEL

CULVERTS
ROAD
GRADING
ASPHALT
REPAIRS

TRAFFIC
SIGNS

and type of signs shall be at the discretion of the Lessor's engineer, and his decision shall be final. For the purpose of maintaining uniformity on traffic signs throughout the area, the signs shall be obtained from the Traffic Branch of the Lessor and shall be based on current Departmental standard signing policy. The signs shall be maintained in a fit and proper condition throughout the term of the lease and upon termination will become the property of the Lessee.

PROVIDED also that the Engineer of the Lessor shall be the sole judge of the work performed under Section (f) herein, in respect of both quality and quantity, and his decision on all questions in dispute with regard thereto, or as to the meaning or interpretation of the specifications, shall be final, and no work under this agreement shall be deemed to have been performed, nor materials or things provided unless and until the Engineer is satisfied therewith.

TERMINATION

PROVIDED also that should the Minister at any time require all or part of the road, the Minister may give at least ninety days notice specifying the extent to which the road must be vacated, and the Lessee, prior to the expiration of the time stated in the notice, shall freely and to the satisfaction of the Minister perform all things necessary for vacating. Should the Lessee fail to perform the work of vacating within the time stated in the notice, the Minister shall have the right to do so, and the Lessee shall pay the cost of the work forthwith on demand. Unless the Minister shall resume all the road and shall terminate this lease under the foregoing provisions, this lease shall remain in full force and effect as to the remainder not resumed by the Minister.

ADJACENT PROPERTIES

PROVIDED also that the Lessee shall at all times grant the use of the road hereby demised to the registered owners of the lands adjacent thereto and their invitees and licensees for the purpose of ingress to and egress from their respective premises.

IMPROVEMENTS

PROVIDED also that any improvements whatsoever constructed upon the road by the Lessee, its agents or workmen, shall revert to the Crown free of charge upon completion of the work for which the Lessee is using this road or upon termination of the Lease whichever may be the sooner.

PROVIDED also that the Lessee will: (1) Observe, abide by and comply with the provisions of the Industrial Transportation Act which in any manner relate to or affect the operations of the Lessee on the Road. (2) Limit the maximum height of the vehicles and loads using the road to fifteen feet six inches (15' 6"). (3) Limit the maximum length of truck tractor and logging trailer and load to seventy-five feet (75'). (4) Limit the maximum axle loads to ninety thousand (90,000) pounds on fixed two-axle groups (tandems). (5) Limit the maximum gross vehicle weight to two hundred thousand (200,000) pounds on five (5) axles. (6) Limit the maximum width of vehicle and load to twelve (12) feet. (7) Limit the maximum number of vehicles permitted to be in combination to truck tractor and logging trailer. (8) To maintain a satisfactory travelled width of roadway for the public to pass logging trucks easily or to provide pull-out areas for this purpose. The decision and direction of the Lessor's Engineer will be accepted as final for width of roadway and pull-out areas. (9) To permit free and unlimited access and use of the road by the British Columbia Forest Service as a fire access road. (10) To provide and install cautionary signs warning the public, and in particular tourists and hunters, that they must proceed on the road with caution.

IN WITNESS WHEREOF--the Minister of Highways and the Minister of Transport and Communications has set his hand and seal on behalf of the Lessor and the Corporate Seal of the Lessee has hereunto affixed by its proper officers in that behalf first duly authorized, on the day and year first above written.

WITNESS

MINISTER OF HIGHWAYS

WITNESS

MINISTER OF TRANSPORT
AND COMMUNICATIONS

CANADIAN CELLULOSE COMPANY LIMITED



Province of
British Columbia

Ministry of
Transportation
and Highways

District Highways Manager,
P.O. Box 710,
Revelstoke, B.C.
VOE 2S0 837-7646

EXPO
86

June 30, 1986

YOUR FILE

OUR FILE 38-11-7

Westar Timber Ltd.,
P.O. Box 1000,
Nakusp, B.C.
VOG 1R0

Attention: D.A. Lang, R.P.F.
T.F.L. Administrative Forester

Dear Sir:

RE: Fish River Road - Public Highway Leased to
Westar Timber (Successor to Canadian Cellulose Co. Ltd.)

Thank you for your letter of June 24, 1986 re above noted road.

Please be advised, as discussed with you by telephone on June 30, 1986, that it is the position of this Ministry that maintenance means "...work subsequent to the construction of a highway and bridge, of preserving and keeping the highway and bridge in repair..." as indicated on the attached lease agreement.

Any rip-rapping required to "save the bridge and approach" as stated in your letter is deemed to fall under "preserving and keeping the highway and bridge in repair" as required under the lease agreement.

Please note that similar work required on public roads not under lease would be completed by our Maintenance Branch and is not considered to be "new construction or re-construction" by this Ministry.

We, therefore, request that you comply with the terms and conditions of the lease agreement and maintain the road.

Yours truly,

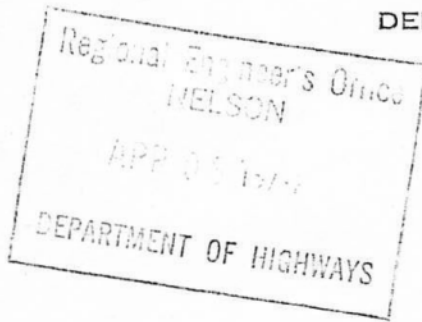
G.E. Miller, P. Eng.,
District Highways Manager
Attach.
GEM/dlm

cc: Acting Regional Director, Nelson, B.C.
K.G. Waite, Field Office Supervisor, Ministry of Forests, Nakusp, B.C.



38-20-0

DEPARTMENT OF HIGHWAYS



Victoria, British Columbia.
V8V 2M3.
April 4, 1974.

Canadian Cellulose Company Limited,
Box 1000,
Nakusp, British Columbia.

Gentlemen:

Re: Lease - Fish River Road

I am pleased to enclose, for your files, a certified copy of Minute #1074, approved March 28, 1974, of the Honourable the Executive Council of the Province of British Columbia, which authorizes the Minister of Highways and the Minister of Transport and Communications to enter into the lease. The document is presently being prepared and will be forwarded to you shortly for execution.

Yours truly,

A.E. Rhodes,
Comptroller of Expenditure.

TAJ/ejp
Enclosure
c.c. Department of Transport & Communications
c.c. Regional Highway Engineer, Nelson

THIS COPY FOR

Mr. J.W. Lay,
Dist. Hwys. Mgr., REVELSTOKE.

April 8th, 1974.
Reg. File: 38-20-0
Dist. File: 38-20-0

FOR YOUR INFORMATION.

J.W. Nelson,
Regional Highway Engineer.

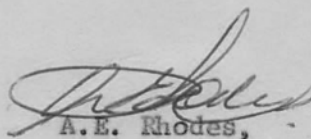
JWN/kh

PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF HIGHWAYS

TO: Mr. J.W. Nelson Regional Highway Engineer NELSON	SENDER'S ADDRESS: Douglas Building Victoria, B.C. DATE: April 4, 1974 DISTRICT: HEADQUARTERS FILE: 2311 REGIONAL FILE: DISTRICT FILE:
ATTENTION: SUBJECT: Fish River Road lease, Canadian Cellulose Company Limited	REFERENCE: DATED:

Herewith, for your information and file, is a copy of the Order-in-Council authorizing the Honourable the Minister to enter into the above lease. The lease document is presently being prepared and a copy will be sent to you upon execution.



A.E. Rhodes,
Comptroller of Expenditure.

TAJ/ejp
Enclosure

FOR DEPARTMENTAL CORRESPONDENCE ONLY.

THIS INDENTURE made the

day of

A.D. 1974

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of British Columbia as represented by the Minister of Highways and The Minister of Transport and Communications for the Province (hereinafter called "the Lessor")

OF THE ONE PART

AND: CANADIAN CELLULOSE COMPANY LIMITED,
P.O. Box 1000,
Nakusp, British Columbia (hereinafter called "the Lessee")

OF THE OTHER PART

WITNESSETH that Her Majesty, under and by virtue of all power thereto enabling, doth hereby demise unto the said Lessee, its successors and assigns, ALL that parcel of land comprised within the sixty-six foot road allowance of all that portion of #70, Fish River Road and #811 Fish River Crossing Roads, near Beaton, Upper Arrow Lake. Commencing at the east boundary of Lot 2, Plan 1321 of District Lot 7959, Kootenay District; thence extending north easterly along easterly bank of the Incomappleux River to District Lot 5942, Kootenay District; thence across the Incomappleux River to the westerly bank of said River: thence northerly along the westerly bank of said river to terminal point of #811 Fish River Crossing Road.

ALL as indicated in red on the plan attached hereto and designated as "Plan A" and, hereinafter referred to as "the road".

TERM

TO HOLD the same premises unto the Lessee, its successors and assigns as a private trucking road for a term of One (1) year commencing April 1, 1974 and thereafter from year to year unless notice is given to the contrary.

CONSIDERATION

YIELDING and paying therefore unto Her Majesty, in advance, yearly and every year, the rent of Ten Dollars (\$10.00) per annum of lawful money of Canada payable on or before the first day of March in each year at the office of the Minister of Highways at the City of Victoria and whether demanded or not. The first payment to be made April 1, 1974.

TAXES

AND the Lessee, for itself, its successors and assigns, hereby covenants with the Lessor, her successors and assigns punctually to pay the said rent at the respective times and in the manner aforesaid. AND also will pay all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged upon the road or any part thereof, or upon the rent thereof or any part thereof, or upon the Lessor, her heirs, (or executors administrators) or assigns, in respect thereof. AND TO observe all and singular the provisions of the Land Laws for the time being of the said Province, and not to assign or sublet this lease or the privileges and rights hereby conferred or any part thereof respectively, without the written consent of the Minister of Highways thereto first had and obtained.

ASSIGNMENT

MINISTER
TO SETTLE
DISPUTES

PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this road, or any matter or thing connected with any provisions herein contained, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister of Highways or other person duly authorized by the Minister of Highways in that behalf.

BREACH OR
NON-PERFORMANCE

PROVIDED also that in case of neglect or default of the Lessee, its successors and assigns, to observe, pay or fulfill any, or any part of any covenant, stipulation, condition or payment in this Indenture contained or referred to, it shall be lawful for the Lessor, her successors, or assignees, without further notice than a notification in writing by the Minister of Highways, addressed to the Lessee at its last known place of residence, and sent to it in a registered post letter bearing said address, absolutely to forfeit all or any portions of the road as is specified in such notification and all

the rights and privileges hereby conferred or expressed so to be from time to time in any such notification, and thereupon this road shall at once (as to the part so specified only) be absolutely void and of none effect, PROVIDED also that any assignment by operation of any law of Bankruptcy or Insolvency of the road and privileges hereby conferred shall of itself be a forfeiture of such road and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the Provisions herein contained. PROVIDED also that this road is granted to and accepted by the Lessee on the express conditions following, that is to say:

(a) That the road shall be used by the Lessee only as a trucking road in connection with its logging operations in the area.

(b) That the Lessee is to maintain the road in a fit and proper condition during the periods of logging use only, throughout the term hereby created and until the termination of this lease, to the satisfaction of the Lessor's Engineer and his decision and direction shall be final. Maintenance to mean the work subsequent to the construction of a highway and bridge, of preserving and keeping the highway and bridge in repair, including the making, clearing, and keeping open of ditches, gutters, drains, culverts, and water-courses, and the repairing of retaining walls, cribs, river protection works, and the replacement of broken, cracked, crushed, rotten or otherwise unsatisfactory decking, bridge super-structure members, bridge sub-structure member, and the removal of snow and ice, and any other works necessary to keep open and maintain the highway and bridges for use by the traffic for which it is required.

(c) That the Lessee shall allow the public access to and use of the road at all times.

(d) No compensation is to be payable by the Lessor to the Lessee in respect of any roads constructed or maintained by the Lessee in the course of its operation.

(e) No compensation is to be payable by the Lessor to the Lessee for any additional right-of-way required through private property for roadway construction or maintenance.

(f) That the Lessee will: (1) Carry out the maintenance, operation and repair of the road during the periods of logging use to the satisfaction of the Lessor's Engineer: (2) Make application to the Lessor's engineer for permission to locate utilities on the road: (3) Inform the Lessor's engineer the loaded weight, height, and width of the vehicles using the road in connection with its operation prior to the vehicles being driven or operated upon the road, and where in the opinion of the Lessor's engineer the road, culverts, and bridges are liable to damage through extraordinary traffic thereon, he may regulate, limit, or prohibit the use of the road by any person operating or in charge of the extraordinary traffic, or owning the goods carried thereby or the vehicles used therein; (4) Provide and perform dust laying and control, at his own expense, on the road, if in the opinion of the Lessor's Engineer, it is deemed necessary. (5) Provide all materials used for the maintenance of the road and bridge in accordance with the Department of Highways General Specifications for Highway Construction and/or the Canadian Standards Association and/or the American Society for Testing Materials, All materials shall be subject at all times to inspection and approval by the Engineer who may reject any part which does not comply with the requirements of any relevant specification. The Engineer shall order the Lessee to remove and replace at the expense of the Lessee any rejected materials. All rejected materials shall be removed within twenty-four hours after such order by the Engineer. (6) Provide and pay all expenses for the supply of gravel used in the maintenance of gravel roads. (7) Provide and pay all expenses for the supply of labour and materials used in the maintenance or replacement of drainage culverts. (8) Provide and pay all expenses for the supply of labour, equipment, and materials used for maintaining, grading, or levelling the gravel surface on the road. (9) Provide and pay all expenses for the cost of maintenance and repair of any asphalt-surfaced portions of the road, including, but without limiting the generality of the foregoing, the patching of the asphalt-surface. (10) Provide and pay all expenses for the supply and installation of traffic signs at locations indicated by the Lessor's engineer. The number, location,



Province of
British Columbia

Ministry of
Forests

38 - 20 - 0 (B)
Forest Service
Engineering Branch
518 Lake Street
Nelson, B. C.
V1L 4C6

38 - 21 - 75 (365)

File: 942-3397-0

August 26th, 1982

Mr. J. W. Lay
District Highways Manager
Ministry of Highways
P. O. Box 710
Revelstoke, B. C.
VOE 2S0

Dear Mr. Lay:

RE: Fish River Road No. 70.

The Ministry of Forests is considering assuming jurisdiction over the above mentioned road from the north boundary of Lot 2, Plan 1321, D.L. 7959 K.D., to the west boundary of Lot 7356 K.D. (as shown in brown on the attached print) if your Ministry is agreeable.

Our intention is to establish the portion of road owned by B. C. Timber from Beaton-Armstrong Road No. 800 to Fish River Road No. 70 as shown in green on B. C. Hydro's subdivision plan (attached). By assuming jurisdiction over the above mentioned road as well as the portion of Fish River Road No. 70 mentioned in paragraph one, we can resolve the fragmented jurisdiction over the main access road up the Incomappleux River Valley. This will result in more efficient administration of this road system.

Could we have your comments on this proposal please.

Yours truly

W. C. Penner
Regional Technician

WCP/caa

Attachment

xc: Mr. W. M. Sproul, Reg. Hwy. Eng., 310 Ward Street, Nelson, B. C.
xc: DM Arrow TSA



Our File: 942-3397-0
Your File: 38-20-0(B)

December 15th, 1982

Mr. J. W. Lay
District Highways Manager
P. O. Box 710
Revelstoke, B. C.
V0E 2S0

Dear Sir:

RE: Transfer of Fish River Road #70 to Forest Service
Road.

In reply to the points raised in your letter of 1982-10-26
please be advised as follows:

1. Our Ministry would be in favour of cancelling the existing lease with Columbia Cellulose (BC Timber) only if the road becomes a Forest Service Road (FSR) in order to protect off-highway haul privileges.
2. BC Timber would not agree to this as they would lose off-highway haul privileges.
3. This proposal would improve the situation with respect to our Ministry being able to allocate Section "88" funds for road improvements from km 5.1 (Fish River Road) to its terminal point as well as the Fish River Crossing Road, but once again off-highway haul privileges would be lost.

I understand your Ministry's responsibility to provide maintenance to km 5.1 of the Fish River Road which serves private residences. Perhaps a meeting between Forest Service and Highways Ministry personnel to work out a maintenance agreement would be in order.

The cost of restricting logging truck traffic to legal load limits would increase haul costs by 30%+. This translates into a dollar figure of \$122,500.00 higher haul costs for projected volumes to be hauled over this road in the next five years.

... 2

Mr. J. W. Lay
1982-12-15
Page 2

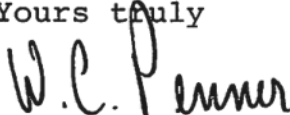
I am sure the above situation can be resolved to our mutual satisfaction.

If you are in agreement that a meeting would be beneficial contact:

Mr. Glen Allin
District Manager
Ministry of Forests
1002 - 3rd Street
Castlegar, B. C. V1N 3X6

Telephone: 365-8402

Yours truly



W. C. Penner
Regional Technician
for R. M. Brock
Regional Engineering Officer

WCP/caa

xc: Arrow Forest District Attn: G. Allin
xc: W. M. Sproul, Regional Director, Ministry of Highways
310 Ward Street, Nelson, B. C., V1L 5S4



Province of
British Columbia

Ministry of
Transportation
and Highways
HIGHWAYS

District Highways Manager
x 710
Revelstoke, B.C.
VOE 2S0

YOUR FILE: 942-3397-0

OUR FILE: 38-20-0(B)

copy to 38-21-78 (365)

1982-10-26

Ministry of Forests
Engineering Branch
518 Lake Street
Nelson, B.C.
V1L 4C6

Attention: W.C. Penner
Regional Technician

Dear Sir:

RE: Fish River Road #70

In reply to your letter dated August 26, 1982 regarding the Forest Service assuming jurisdiction over the above, we have to advise that our Ministry cannot abandon maintenance of those portions of the road which serve private residences.

We would, therefore, appreciate your comments regarding the following actions:

1. Cancel our existing lease with Columbia Cellulose covering the Fish River Road and the Fish River Crossing Road.
2. Establish the connection built by Columbia Cellulose between the Beaton-Armstrong Lake Road and the Fish River Road as public under the Highway Act.
3. Turn over that portion of the Fish River Road from approximately km 5.1 to its terminal point and the entire Fish River Crossing Road to the B.C. Forest Service.

Yours truly,

J.W. Lay
District Highways Manager

JWL:dg

cc: Regional Director, Highways
Nelson, B.C.



H118

To: Mr. J. W. Lay
District Highways Manager
Ministry of Transportation and Highways
REVELSTOKE, British Columbia

Date: October 6, 1982

R#3, Revelstoke

Headquarters File:

Regional File: R38-20-0

District File: 38-20-0(B)

Re: Fish River Road #70

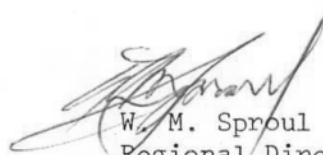
Reference: Your Letter of September 22, 1982.

I agree that our Ministry cannot abandon maintenance of that portion of the road that serves private residences.

I would suggest the following actions be taken if they are acceptable to the Forest Service and the logging company.

- 1) Cancel our existing lease with Columbia Cellulose covering the Fish River Road and the Fish River Crossing Road.
- 2) Establish the connection built by Columbia Cellulose between the Beaton-Armstrong Lake Road and the Fish River Road as public under the Highway Act.
- 3) Turn over that portion of the Fish River Road from approximately km 5.1 to its terminal point and the entire Fish River Crossing Road to the B. C. Forest Service.

Please reply to Mr. Penner's letter and determine whether or not the above suggestions are acceptable to their Ministry.



W. M. Sproul

Regional Director, Highways

WMS/bjs

INCOMAPLEUX (G)



TP 21 R 27 W 5 M

Menhinick Cr.

Km. 12.6

V 5 M

Town Creek

S.T.L. 2737P

L. 7641

T.L. 2671P

L. 7640

Km. 0.8

Beaton

SEE INSET

Km. 0

FOR TRIANGULATION
SEE 15T311
FB. 132-31

0232600
MT. T

L. 7586
T.L. 4872P

S.T.L. 30719P

S.T.L. 11275P

L. 3092
C.G.

S.T.L. 11276P
D.T.S. 72

S.T.L. 30721P

S.T.L. 11041P

Armstrong Cr.

L. 7491

S.T.L.

2110
66



H118

To: Regional Director, Highways
Nelson, B.C.

Date: 1982-09-22

Headquarters File:

Regional File:

District File: 38-20-0(B)

RE: Fish River Road #70

Please find attached a letter from the Ministry of Forests requesting consideration for the Fish River Road to come under their jurisdiction.

This road originally commenced at the Beaton town site. However, due to the flooding of the Arrow Lakes, the road went under water.

To join the Fish River Road with the Beaton-Armstrong Lake Road #800, Canadian Cellulose made a connection as shown in green in the accompanying map. In 1974 Canadian Cellulose obtained a lease over our Fish River Road for 10.55 miles as per attached documents. This company only maintained the road during logging activity and we found it necessary to snow plough each winter and to do considerable repairs each Spring.

We have installed culverts and gravelled each season.

There are at least 6 separate residences occupied at present and the
s.22 at the beginning of the canyon (5.1 km).

As the logging operations do not continue all year round, we do not believe we can hand this road over to the Forestry, B.C. Timber or loggers to maintain.

Should B.C. Hydro wish to develop the subdivision they propose (File No. 38-21-78(365)), we feel they should be obligated to obtain and establish the private portion shown in green as public, and to include the right-of-way in the subdivision plan.

May we have your recommendations so we can answer Mr. Penner's letter.

J.W. Lay
District Highways Manager

JWL:dg
Encl.

See 38-21-78-(365)



CERTIFIED A TRUE COPY

JUN 1 - 1981

19

Deputy Registrar of Companies

for the Province of British Columbia

Province of British Columbia
Ministry of Consumer and Corporate Affairs
REGISTRAR OF COMPANIES

COMPANY ACT

Certificate

I HEREBY CERTIFY THAT

CANADIAN CELLULOSE COMPANY, LIMITED

HAS THIS DAY CHANGED ITS NAME TO THE NAME

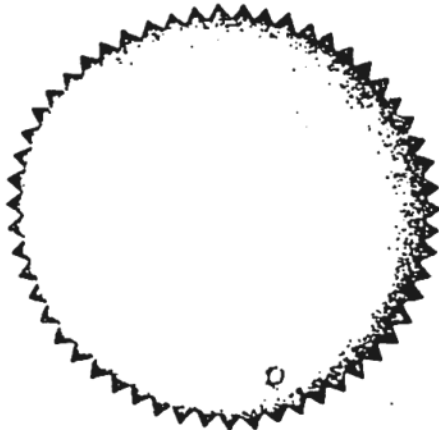
BC TIMBER LTD.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

AT VICTORIA, BRITISH COLUMBIA,

THIS 1ST DAY OF JUNE, 1981

L. G. HUCK
DEPUTY REGISTRAR OF COMPANIES



THIS INDENTURE made the 1st day of December A.D. 1974

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of British Columbia as represented by the Minister of Highways and The Minister of Transport and Communications for the Province (hereinafter called "the Lessor")

OF THE ONE PART

AND: CANADIAN CELLULOSE COMPANY, LIMITED,
Box 1000, 1200 - 1111 West Hastings Street, Vancouver,
British Columbia (hereinafter called "the Lessee")

OF THE OTHER PART

WITNESSETH that Her Majesty, under and by virtue of all power thereto enabling, doth hereby demise unto the said Lessee, its successors and assigns, ALL that parcel of land comprised within the sixty-six foot road allowance of all that portion of #70, Fish River Road and #811 Fish River Crossing Roads, near Beaton, Upper Arrow Lake. Commencing at the east boundary of Lot 2, Plan 1321 of District Lot 7959, Kootenay District; thence extending north easterly along easterly bank of the Incomappleux River to District Lot 5942, Kootenay District; thence across the Incomappleux River to the westerly bank of said River; thence northerly along the westerly bank of said river to terminal point of #811 Fish River Crossing Road.

ALL as indicated in red on the plan attached hereto and designated as "Plan A" and, hereinafter referred to as "the road".

TO HOLD the same premises unto the Lessee, its successors and assigns as a private trucking road for a term of One (1) year commencing April 1, 1974 and thereafter from year to year unless notice is given to the contrary.

YIELDING and paying therefore unto Her Majesty, in advance, yearly and every year, the rent of Ten Dollars (\$10.00) per annum of lawful money of Canada, payable on or before the first day of March in each year at the office of the Minister of Highways at the City of Victoria and whether demanded or not. The first payment to be made April 1, 1974.

AND the Lessee, for itself, its successors and assigns, hereby covenants with the Lessor, her successors and assigns punctually to pay the said rent at the respective times and in the manner aforesaid. AND also will pay all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged upon the road or any part thereof, or upon the rent thereof or any part thereof, or upon the Lessor, her heirs, (or executors, administrators) or assigns, in respect thereof. AND TO observe all and singular the provisions of the Land Laws for the time being of the said Province, and not to assign or sublet this lease or the privileges and rights hereby conferred, or any part thereof respectively, without the written consent of the Minister of Highways thereto first had and obtained.

PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this road, or any matter or thing connected with any provisions herein contained, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister of Highways or other person duly authorized by the Minister of Highways in that behalf.

PROVIDED also that in case of neglect or default of the Lessee, its successors and assigns, to observe, pay or fulfill any, or any part of any covenant, stipulation, condition or payment in this Indenture contained or referred to, it shall be lawful for the Lessor, her successors, or assignees, without further notice than a notification in writing by the Minister of Highways, addressed to the Lessee at its last known place of residence, and sent to it in a registered post letter bearing said address, absolutely to forfeit all or any portions of the road as is specified in such notification and all of

the rights and privileges hereby conferred or expressed so to be from time to time in any such notification, and thereupon this road shall at once (as to the part so specified only) be absolutely void and of none effect, PROVIDED also that any assignment by operation of any law of Bankruptcy or Insolvency of the road and privileges hereby conferred shall of itself be a forfeiture of such road and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the Provisions herein contained. PROVIDED also that this road is granted to and accepted by the Lessee on the express conditions following, that is to say:

(a) That the road shall be used by the Lessee only as a trucking road in connection with its logging operations in the area.

(b) That the Lessee is to maintain the road in a fit and proper condition during the periods of logging use only, throughout the term hereby created and until the termination of this lease, to the satisfaction of the Lessor's Engineer and his decision and direction shall be final. Maintenance to mean the work subsequent to the construction of a highway and bridge, of preserving and keeping the highway and bridge in repair, including the making, clearing, and keeping open of ditches, gutters, drains, culverts, and water-courses, and the repairing of retaining walls, cribs, river protection works, and the replacement of broken, cracked, crushed, rotten or otherwise unsatisfactory decking, bridge super-structure members, bridge sub-structure member, and the removal of snow and ice, and any other works necessary to keep open and maintain the highway and bridges for use by the traffic for which it is required.

(c) That the Lessee shall allow the public access to and use of the road at all times.

(d) No compensation is to be payable by the Lessor to the Lessee in respect of any roads constructed or maintained by the Lessee in the course of its operation.

(e) No compensation is to be payable by the Lessor to the Lessee for any additional right-of-way required through private property for roadway construction or maintenance.

(f) That the Lessee will: (1) Carry out the maintenance, operation and repair of the road during the periods of logging use to the satisfaction of the Lessor's Engineer: (2) Make application to the Lessor's engineer for permission to locate utilities on the road: (3) Inform the Lessor's engineer the loaded weight, height, and width of the vehicles using the road in connection with its operation prior to the vehicles being driven or operated upon the road, and where in the opinion of the Lessor's engineer the road, culverts, and bridges are liable to damage through extraordinary traffic thereon, he may regulate, limit, or prohibit the use of the road by any person operating or in charge of the extraordinary traffic, or owning the goods carried thereby or the vehicles used therein; (4) Provide and perform dust laying and control, at his own expense, on the road, if in the opinion of the Lessor's Engineer, it is deemed necessary. (5) Provide all materials used for the maintenance of the road and bridge in accordance with the Department of Highways General Specifications for Highway Construction and/or the Canadian Standards Association and/or the American Society for Testing Materials. All materials shall be subject at all times to inspection and approval by the Engineer who may reject any part which does not comply with the requirements of any relevant specification. The Engineer shall order the Lessee to remove and replace at the expense of the Lessee any rejected materials. All rejected materials shall be removed within twenty-four hours after such order by the Engineer. (6) Provide and pay all expenses for the supply of gravel used in the maintenance of gravel roads. (7) Provide and pay all expenses for the supply of labour and materials used in the maintenance or replacement of drainage culverts. (8) Provide and pay all expenses for the supply of labour, equipment, and materials used for maintaining, grading, or levelling the gravel surface on the road. (9) Provide and pay all expenses for the cost of maintenance and repair of any asphalt-surfaced portions of the road, including, but without limiting the generality of the foregoing, the patching of the asphalt-surface. (10) Provide and pay all expenses for the supply and installation of traffic signs at locations indicated by the Lessor's engineer. The number, location,

and type of signs shall be at the discretion of the Lessor's engineer, and his decision shall be final. For the purpose of maintaining uniformity on traffic signs throughout the area, the signs shall be obtained from the Traffic Branch of the Lessor and shall be based on current Departmental standard signing policy. The signs shall be maintained in a fit and proper condition throughout the term of the lease and upon termination will become the property of the Lessee.

PROVIDED also that the Engineer of the Lessor shall be the sole judge of the work performed under Section (f) herein, in respect of both quality and quantity, and his decision on all questions in dispute with regard thereto, or as to the meaning or interpretation of the specifications, shall be final, and no work under this agreement shall be deemed to have been performed, nor materials or things provided unless and until the Engineer is satisfied therewith.

TERMINATION

PROVIDED also that should the Minister at any time require all or part of the road, the Minister may give at least ninety days notice specifying the extent to which the road must be vacated, and the Lessee, prior to the expiration of the time stated in the notice, shall freely and to the satisfaction of the Minister perform all things necessary for vacating. Should the Lessee fail to perform the work of vacating within the time stated in the notice, the Minister shall have the right to do so, and the Lessee shall pay the cost of the work forthwith on demand. Unless the Minister shall resume all the road and shall terminate this lease under the foregoing provisions, this lease shall remain in full force and effect as to the remain er not resumed by the Minister.

ADJACENT
PROPERTIES

PROVIDED also that the Lessee shall at all times grant the use of the road hereby demised to the registered owners of the lands adjacent thereto and their invitees and licensees for the purpose of ingress to and egress from their respective premises.

IMPROVEMENTS

PROVIDED also that any improvements whatsoever constructed upon the road by the Lessee, its agents or workmen, shall revert to the Crown free of charge upon completion of the work for which the Lessee is using this road or upon termination of the Lease whichever may be the sooner.

PROVIDED also that the Lessee will: (1) Observe, abide by and comply with the provisions of the Industrial Transportation Act which in any manner relate to or affect the operations of the Lessee on the Road. (2) Limit the maximum height of the vehicles and loads using the road to fifteen feet six inches (15' 6"). (3) Limit the maximum length of truck tractor and logging trailer and load to seventy-five feet (75'). (4) Limit the maximum axle loads to ninety thousand (90,000) pounds on fixed two-axle groups (tandems). (5) Limit the maximum gross vehicle weight to two hundred thousand (200,000) pounds on five (5) axles. (6) Limit the maximum width of vehicle and load to twelve (12) feet. (7) Limit the maximum number of vehicles permitted to be in combination to truck tractor and logging trailer. (8) To maintain a satisfactory travelled width of roadway for the public to pass logging trucks easily or to provide pull-out areas for this purpose. The decision and direction of the Lessor's Engineer will be accepted as final for width of roadway and pull-out areas. (9) To permit free and unlimited access and use of the road by the British Columbia Forest Service as a fire access road. (10) To provide and install cautionary signs warning the public, and in particular tourists and hunters, that they must proceed on the road with caution.

I hereby certify that the following is a true copy of a Minute of the Honourable the Executive Council of the Province of British Columbia approved by His Honour the Lieutenant-Governor.



1074

APPROVED AND ORDERED 28.MAR.1974

[Signature]
Deputy Provincial Secretary

[Signature]
Lieutenant-Governor

EXECUTIVE COUNCIL CHAMBERS, VICTORIA 28.MAR.1974

Pursuant to the Highway Act, and upon the recommendation of the undersigned, the Lieutenant-Governor, by and with the advice and consent of the Executive Council, orders that

WHEREAS, under special circumstances, a lease may be issued to any person of any part of a highway vested in the Crown; but no transfer shall be made or direction be given under Section 17 of the Highway Act until the Minister of Highways has given thirty days' public notice of his intention to issue the lease, by notice published in one issue of a newspaper published in the Province and circulating in the locality in which the highway or part thereof is situate:

AND WHEREAS pursuant to Section 6 of the "Highway Act" the Fish River Road #70, and Fish River Crossing Road #811 near Beaton, B.C. are public highways with the soil and freehold vested in Her Majesty, her heirs and successors:

AND WHEREAS Canadian Cellulose Company Limited is developing production facilities to exploit forest resources from its property in the Fish River area:

AND WHEREAS Canadian Cellulose Company Limited has applied for the issuance of a lease for 10.55 + miles of the Fish River and Fish River Crossing Roads for ingress and egress purposes relative to its forest products operations:

AND WHEREAS public notice of intention to issue the lease was published on September 11, 1972 in the Nelson Daily News and no complaints or objections respecting the proposed lease have been received:

THE MINISTER OF HIGHWAYS be directed to issue a lease to Canadian Cellulose Company Limited, pursuant to Section 17 of the Highway Act, in the form of the draft attached hereto.

[Signature]
MINISTER OF HIGHWAYS

[Signature]
PRESIDING MEMBER OF
EXECUTIVE COUNCIL

File No. 2311

THIS INDENTURE made the

day of

A.D. 1974

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of British Columbia as represented by the Minister of Highways and The Minister of Transport and Communications for the Province (hereinafter called "the Lessor")

OF THE ONE PART

AND: CANADIAN CELLULOSE COMPANY LIMITED,
P.O. Box 1000,
Nakusp, British Columbia (hereinafter called "the Lessee")

OF THE OTHER PART

WITNESSETH that Her Majesty, under and by virtue of all power thereto enabling, doth hereby demise unto the said Lessee, its successors and assigns, ALL that parcel of land comprised within the sixty-six foot road allowance of all that portion of #70, Fish River Road and #811 Fish River Crossing Roads, near Beaton, Upper Arrow Lake. Commencing at the east boundary of Lot 2, Plan 1321 of District Lot 7959, Kootenay District; thence extending north easterly along easterly bank of the Incomappleux River to District Lot 5942, Kootenay District; thence across the Incomappleux River to the westerly bank of said River: thence northerly along the westerly bank of said river to terminal point of #811 Fish River Crossing Road.

ALL as indicated in red on the plan attached hereto and designated as "Plan A" and, hereinafter referred to as "the road".

TERM

TO HOLD the same premises unto the Lessee, its successors and assigns as a private trucking road for a term of One (1) year commencing April 1, 1974 and thereafter from year to year unless notice is given to the contrary.

CONSIDERATION

YIELDING and paying therefore unto Her Majesty, in advance, yearly and every year, the rent of Ten Dollars (\$10.00) per annum of lawful money of Canada, payable on or before the first day of March in each year at the office of the Minister of Highways at the City of Victoria and whether demanded or not. The first payment to be made April 1, 1974.

TAXES

AND the Lessee, for itself, its successors and assigns, hereby covenants with the Lessor, her successors and assigns punctually to pay the said rent at the respective times and in the manner aforesaid. AND also will pay all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged upon the road or any part thereof, or upon the rent thereof or any part thereof, or upon the Lessor, her heirs, (or executors, administrators) or assigns, in respect thereof. AND TO observe all and singular the provisions of the Land Laws for the time being of the said Province, and not to assign or sublet this lease or the privileges and rights hereby conferred, or any part thereof respectively, without the written consent of the Minister of Highways thereto first had and obtained.

ASSIGNMENT

MINISTER
TO SETTLE
DISPUTES

PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this road, or any matter or thing connected with any provisions herein contained, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister of Highways or other person duly authorized by the Minister of Highways in that behalf.

BREACH OR
NON-PERFORM
ANCE

PROVIDED also that in case of neglect or default of the Lessee, its successors and assigns, to observe, pay or fulfill any, or any part of any covenant, stipulation, condition or payment in this Indenture contained or referred to, it shall be lawful for the Lessor, her successors, or assignees, without further notice than a notification in writing by the Minister of Highways, addressed to the Lessee at its last known place of residence, and sent to it in a registered post letter bearing said address, absolutely to forfeit all or any portions of the road as is specified in such notification and all of

the rights and privileges hereby conferred or expressed so to be from time to time in any such notification, and thereupon this road shall at once (as to the part so specified only) be absolutely void and of none effect, PROVIDED also that any assignment by operation of any law of Bankruptcy or Insolvency of the road and privileges hereby conferred shall of itself be a forfeiture of such road and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the Provisions herein contained. PROVIDED also that this road is granted to and accepted by the Lessee on the express conditions following, that is to say:

USE

(a) That the road shall be used by the Lessee only as a trucking road in connection with its logging operations in the area.

MAINTAIN
ROAD

(b) That the Lessee is to maintain the road in a fit and proper condition during the periods of logging use only, throughout the term hereby created and until the termination of this lease, to the satisfaction of the Lessor's Engineer and his decision and direction shall be final. Maintenance to mean the work subsequent to the construction of a highway and bridge, of preserving and keeping the highway and bridge in repair, including the making, clearing, and keeping open of ditches, gutters, drains, culverts, and water-courses, and the repairing of retaining walls, cribs, river protection works, and the replacement of broken, cracked, crushed, rotten or otherwise unsatisfactory decking, bridge super-structure members, bridge sub-structure member, and the removal of snow and ice, and any other works necessary to keep open and maintain the highway and bridges for use by the traffic for which it is required.

ACCESS AND
USE

(c) That the Lessee shall allow the public access to and use of the road at all times.

COMPENSATION

(d) No compensation is to be payable by the Lessor to the Lessee in respect of any roads constructed or maintained by the Lessee in the course of its operation.

(e) No compensation is to be payable by the Lessor to the Lessee for any additional right-of-way required through private property for roadway construction or maintenance.

UTILITIES
VEHICLES

(f) That the Lessee will: (1) Carry out the maintenance, operation and repair of the road during the periods of logging use to the satisfaction of the Lessor's Engineer: (2) Make application to the Lessor's engineer for permission to locate utilities on the road: (3) Inform the Lessor's engineer the loaded weight, height, and width of the vehicles using the road in connection with its operation prior to the vehicles being driven or operated upon the road, and where in the opinion of the Lessor's engineer the road, culverts, and bridges are liable to damage through extraordinary traffic thereon, he may regulate, limit, or prohibit the use of the road by any person operating or in charge of the extraordinary traffic, or owning the goods carried thereby or the vehicles used therein; (4) Provide and perform dust laying and control, at his own expense, on the road, if in the opinion of the Lessor's Engineer, it is deemed necessary. (5) Provide all materials used for the maintenance of the road and bridge in accordance with the Department of Highways General Specifications for Highway Construction and/or the Canadian Standards Association and/or the American Society for Testing Materials, All materials shall be subject at all times to inspection and approval by the Engineer who may reject any part which does not comply with the requirements of any relevant specification. The Engineer shall order the Lessee to remove and replace at the expense of the Lessee any rejected materials. All rejected materials shall be removed within twenty-four hours after such order by the Engineer. (6) Provide and pay all expenses for the supply of gravel used in the maintenance of gravel roads. (7) Provide and pay all expenses for the supply of labour and materials used in the maintenance or replacement of drainage culverts. (8) Provide and pay all expenses for the supply of labour, equipment, and materials used for maintaining, grading, or levelling the gravel surface on the road. (9) Provide and pay all expenses for the cost of maintenance and repair of any asphalt-surfaced portions of the road, including, but without limiting the generality of the foregoing, the patching of the asphalt-surface. (10) Provide and pay all expenses for the supply and installation of traffic signs at locations indicated by the Lessor's engineer. The number, location,

MATERIALS

GRAVEL

CULVERTS
ROAD
GRADING
ASPHALT
REPAIRS

TRAFFIC
SIGNS

and type of signs shall be at the discretion of the Lessor's engineer, and his decision shall be final. For the purpose of maintaining uniformity on traffic signs throughout the area, the signs shall be obtained from the Traffic Branch of the Lessor and shall be based on current Departmental standard signing policy. The signs shall be maintained in a fit and proper condition throughout the term of the lease and upon termination will become the property of the Lessee.

PROVIDED also that the Engineer of the Lessor shall be the sole judge of the work performed under Section (f) herein, in respect of both quality and quantity, and his decision on all questions in dispute with regard thereto, or as to the meaning or interpretation of the specifications, shall be final, and no work under this agreement shall be deemed to have been performed, nor materials or things provided unless and until the Engineer is satisfied therewith.

TERMINATION

PROVIDED also that should the Minister at any time require all or part of the road, the Minister may give at least ninety days notice specifying the extent to which the road must be vacated, and the Lessee, prior to the expiration of the time stated in the notice, shall freely and to the satisfaction of the Minister perform all things necessary for vacating. Should the Lessee fail to perform the work of vacating within the time stated in the notice, the Minister shall have the right to do so, and the Lessee shall pay the cost of the work forthwith on demand. Unless the Minister shall resume all the road and shall terminate this lease under the foregoing provisions, this lease shall remain in full force and effect as to the remainder not resumed by the Minister.

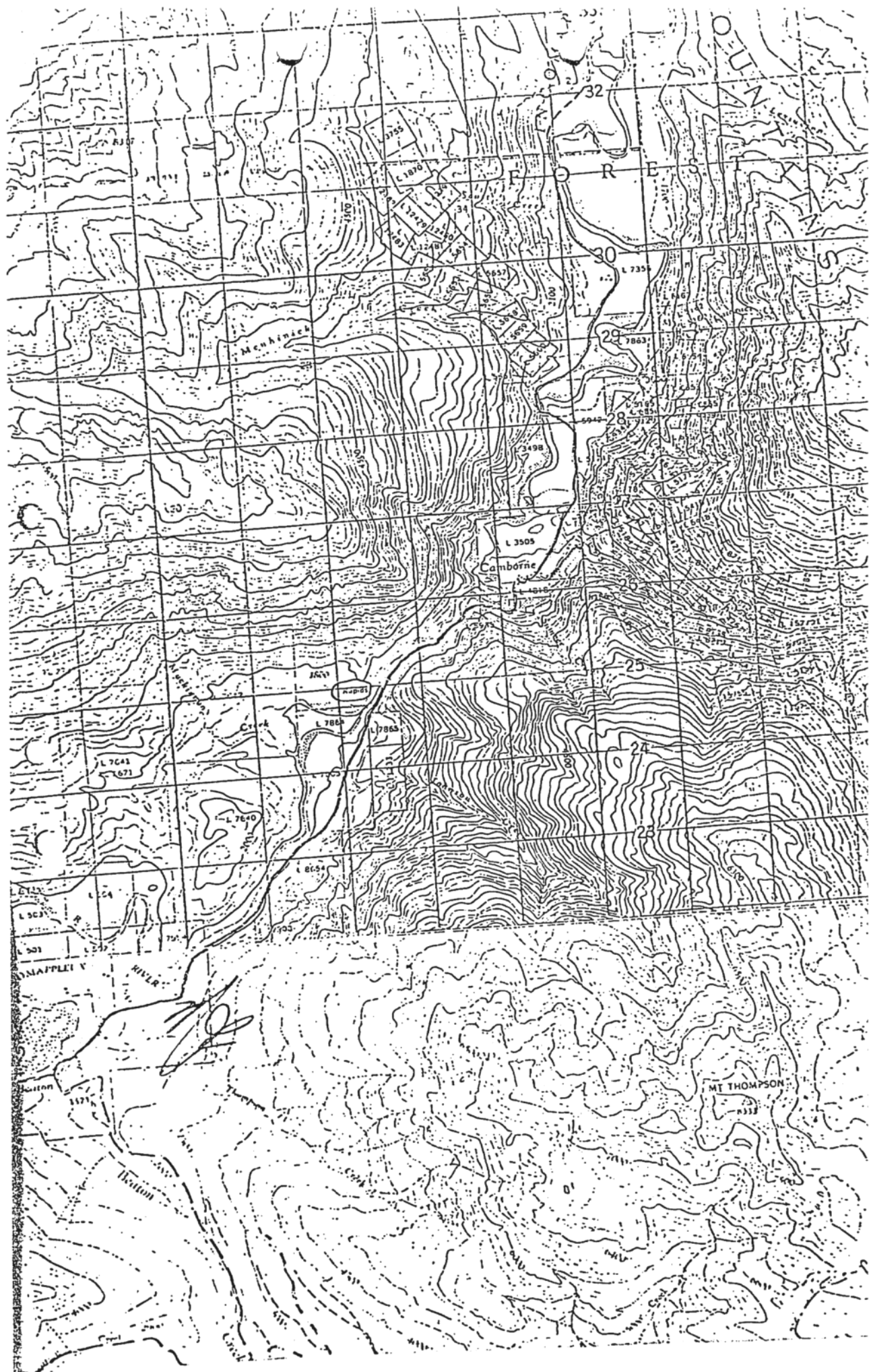
ADJACENT PROPERTIES

PROVIDED also that the Lessee shall at all times grant the use of the road hereby demised to the registered owners of the lands adjacent thereto and their invitees and licensees for the purpose of ingress to and egress from their respective premises.

IMPROVEMENTS

PROVIDED also that any improvements whatsoever constructed upon the road by the Lessee, its agents or workmen, shall revert to the Crown free of charge upon completion of the work for which the Lessee is using this road or upon termination of the Lease whichever may be the sooner.

PROVIDED also that the Lessee will: (1) Observe, abide by and comply with the provisions of the Industrial Transportation Act which in any manner relate to or affect the operations of the Lessee on the Road. (2) Limit the maximum height of the vehicles and loads using the road to fifteen feet six inches (15' 6"). (3) Limit the maximum length of truck tractor and logging trailer and load to seventy-five feet (75'). (4) Limit the maximum axle loads to ninety thousand (90,000) pounds on fixed two-axle groups (tandems). (5) Limit the maximum gross vehicle weight to two hundred thousand (200,000) pounds on five (5) axles. (6) Limit the maximum width of vehicle and load to twelve (12) feet. (7) Limit the maximum number of vehicles permitted to be in combination to truck tractor and logging trailer. (8) To maintain a satisfactory travelled width of roadway for the public to pass logging trucks easily or to provide pull-out areas for this purpose. The decision and direction of the Lessor's Engineer will be accepted as final for width of roadway and pull-out areas. (9) To permit free and unlimited access and use of the road by the British Columbia Forest Service as a fire access road. (10) To provide and install cautionary signs warning the public, and in particular tourists and hunters, that they must proceed on the road with caution.

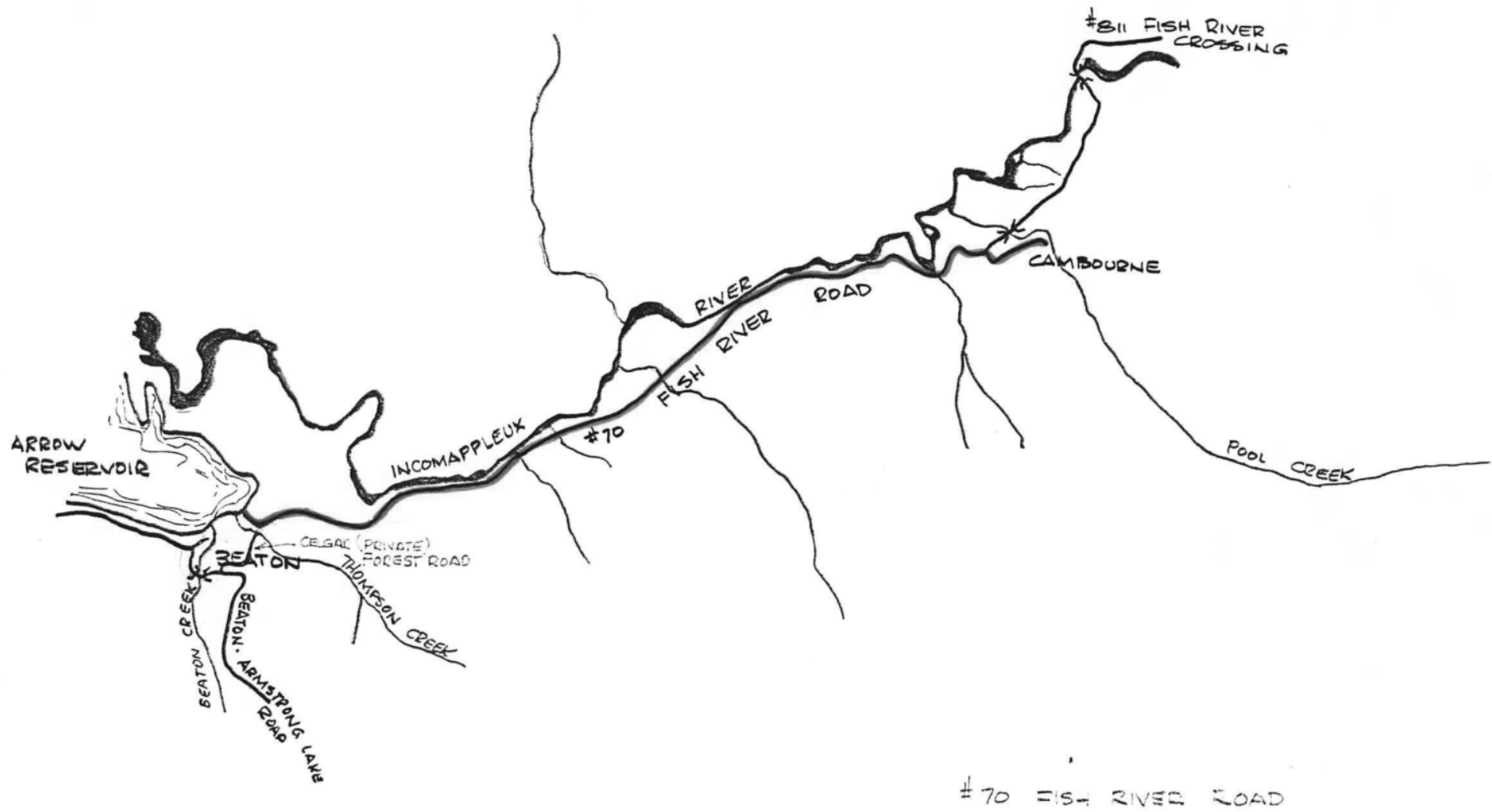


DETAILS OF ROAD
MINISTRY OF HIGHWAYS AND PUBLIC WORKS

Road Name Fish River Route/Road No. 70
 Electoral District Shuswap-Revelstoke Arterial No. _____ Page 1
 Highway District Revelstoke Foreman Area Trout Lake (B)

CLASSIFICATIONS				KILOMETRE LOG				
FUNCTION	SURFACE	MAINTENANCE		Km.	Junctions and Structures	Legal Status	R/W Width	References
Organized:	A-PC.....	Summer	Winter	0.00	Initial point - Highwater on Lake	R/W by Sec. 4	Travelled Portion Only	
Arterial.....	A-BPM.....	1.....	A.....	0.61	jct. with Celgar Road			
Secondary.....	B.....	2.....	B.....	1.00				
	C..... 9.09	3.....	C..... 9.09					
Unorganized:	D.....	4.....	D.....	2.00		"	"	
Trunk.....	Total open 9.09	5..... 9.09	E.....	2.78	jct. with Celgar turnoff & br. Culvert			
Main.....	E.....	6.....	F.....	2.82		"	"	
Collector.....	F.....	7.....		3.00				
Minor..... 9.09	Total net.....	8.....		3.06	Culvert			
Total open..... 9.09	Total..... 9.09			3.75	Culvert			
Definitions of these classifications may be found in the Manuals of Policy and Procedures and Maintenance Management				3.91	Residence	"	"	
Initial Point <u>Arrow Lake</u>				4.00				
Terminal Point <u>Old Townsite of Camborne</u>				4.09	Residence			
Establishment: When <u>Before 1921</u>				4.39	Culvert under old bridge			
				4.49	Residence	"	"	
				5.00				
				5.07	Culvert			
				5.09	Residence	"	"	
				6.00				
						"	"	
				7.00				
				7.76	Culvert			
						"	"	
				8.00				
				8.16	Cabins			
				8.47	Jct. with Fish River X Rd.#811			
				8.66	Cabins (Camborne)	"	"	
				9.00				
				9.09	Terminal point - Camborne Mine	"	"	

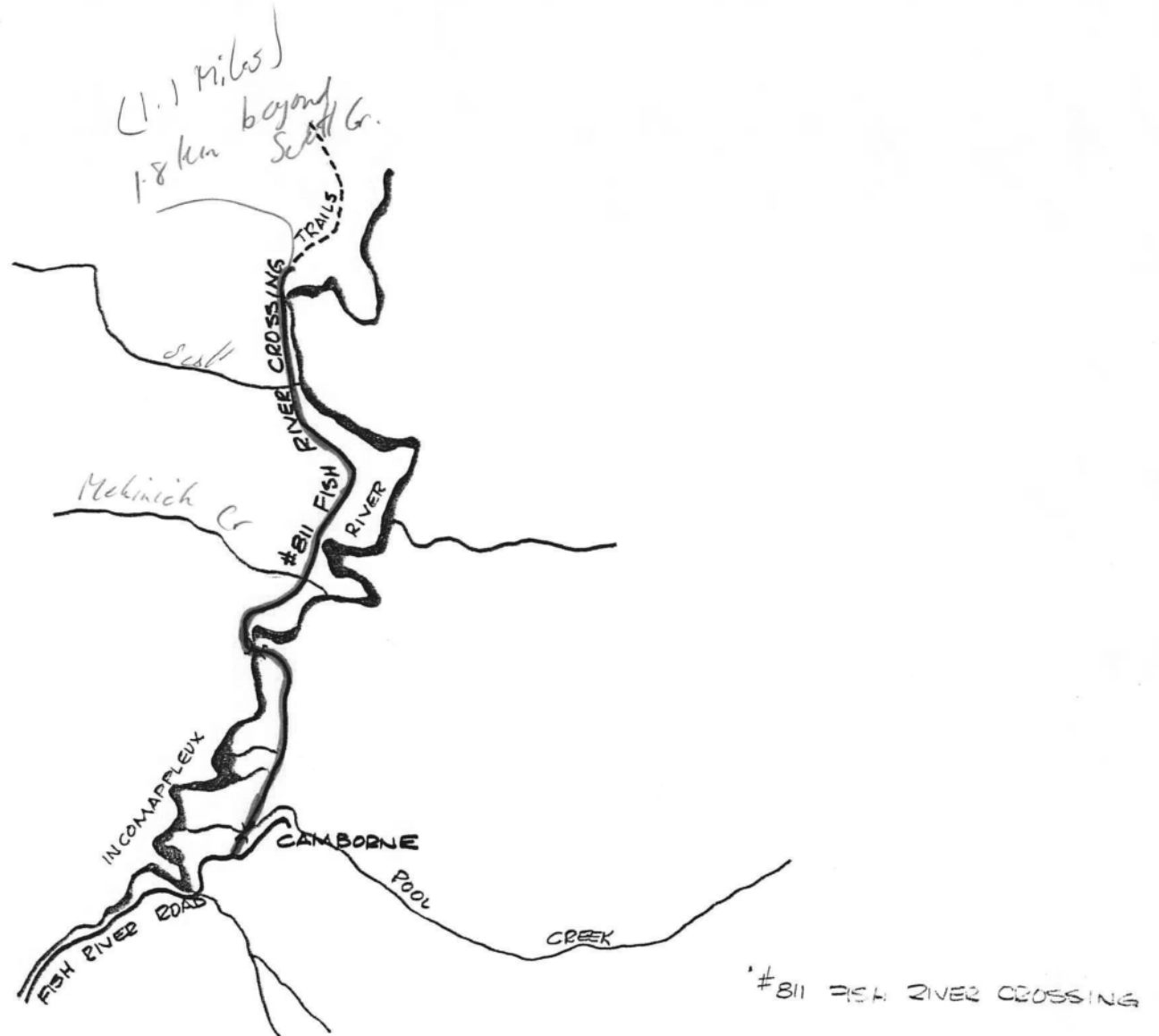
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DETAILS OF ROAD
MINISTRY OF HIGHWAYS AND PUBLIC WORKS

Road Name Fish River Crossing Route/Road No. 811
Electoral District Shuswap-Revelstoke Arterial No. 1 Page 1
Highway District Revelstoke Foreman Area Trout Lake (B)

CLASSIFICATIONS				KILOMETRE LOG				
FUNCTION	SURFACE	MAINTENANCE		Km.	Junctions and Structures	Legal Status	R/W Width	References
Organized:	A-PC	Summer	Winter	0.00	Initial point km 8.53 on Fish River Road	R/W by Sec. 4	Travelled Portion Only	<i>14.9 from 87 Jan</i>
Arterial	A-BPM	1	A	0.32	Bridge (By Celgar)			
Secondary	B	2	B	1.00				
	C <u>2.42</u>	3	C <u>7.89</u>			"	"	
Unorganized:	D <u>5.47</u>	4	D	2.00				
Trunk	Total open <u>7.89</u>	5 <u>7.89</u>	E	2.41	Bridge (By Celgar)	"	"	<i>Fish</i>
Main	E	6	F	3.00				
Collector	F	7		3.54	Bridge (By Celgar)	"	"	<i>Nelkavick</i>
Minor <u>7.89</u>	Total net	8		4.00				
Total open <u>7.89</u>	Total <u>7.89</u>			5.00				
Definitions of these classifications may be found in the Manuals of Policy and Procedures and Maintenance Management				6.00				
Initial Point <u>km 8.53 on No. 70 Fish River Road</u>				6.12	Bridge (By Celgar)			<i>Scott Cr.</i>
Terminal Point <u>junctions of "12 Mile" and Sable Creek Trails</u>				7.00				
Establishment: When <u>before 1921</u>				7.08	Bridge (By Celgar)			
How <u>Crown Grant, R/W Reserve, Section 4</u>				7.72	cabin			
Date Compiled <u>62-10-04</u>				7.89	Terminal point (jct. with trails)	"	"	
or Revised <u>August 1973, 79-02-07 metric</u>								
Remarks <u>Celgar presently maintaining road</u>								



FISH RIVER ROAD - Information from Jack K.

- 1972 Original letter from Thorpe, Cancel. Celgar rebuilt No. 811, Fish River Crossing Road and built the bridge over the Fish River.
- Prior to Cancel rebuilding, the road was no longer in public use for a number of years prior to 1972. Cancel offered to rebuild it to their standards to haul off highway loads. In 1956 bridge across Fish River was not passable.
- 1977 Bob Brack (Forestry) wanted the road established as a Forest Service Road.
- 1978/May Tom Johnson advised Forest Service would not take over the road.
- Winter/
79/80 Celgar not logging - road not plowed. A mining outfit asked John Lay to plow road to Cambourne. Lay checked with Celgar, who responded Feb. 9, 1980 that they wanted Mining Co. to participate in maintenance costs if start hauling.
- 1982 Wally Penner (Forest Service) wrote to John Lay suggesting Forest Service take over both roads #70 and #811.
- NOTE: We have no connecting public road between the Armstrong - Beaton road and the Fish River Road since Arrow Dam flooded the connection. Merrill suggests connecting link by establishing as public to s.22 (last residence) and remainder of Fish River Road and Fish River Crossing Road be turned over to Forest Service. Celgar not in favor due to limitations on loads on public roads.
- NOTE Bridge No. 6734 on Fish River #70 built in 1976. Poole Creek Bridge in 1973.

Fish River Road - Info from Jack K.

1972 Orig letter from Thorpe, Can Cel. Celgar rebuilt No 811, Fish River Crossing Road and built the bridge over the Fish River.

Prior to Can Cel rebuilding, the road was no longer in public use for a number of years prior to 1972. Can Cel offered to rebuild it to their std to haul off Highway loads. In 1956 Bridge across Fish R. not passable.

1977 Bob Brach (Forestry) wanted the road established as a Forest Service Road

1978 May Tom

1978 / May Tom Johnson advised Forest Service would not take over the road.

Winter 79/80 Celgar not logging - road not plowed. A mining outfit asked John Lay to plow road to Cambourne. Lay checked with Celgar, who responded Feb 9/80 that they wanted Mining Co to participate in Maint. costs if start hauling.

1982 Wally Penner (FS) wrote to John Lay suggesting Forest Service take over both roads #70 & #811

Note: We have no connecting Public Road between the Armstrong - Beaton road & the Fish River Rd, since Arrow Dam flooded the connection. Merrill suggests connecting link be estab as public to [redacted] (last residence) and

remainder of Fish Riv Rd & Fish Riv Crossing Rd
be turned over to Forest Service. CELGAR
not in favor due to limitations on loads on
Public Rds.

Note Bridge No 6234 on Fish R # 70 built 1976
Pool Creek Br in 1973.

I hereby certify that the following is a true copy of a Minute of the Honourable the Executive Council of the Province of British Columbia approved by His Honour the Lieutenant-Governor.



1074

[Signature]
Deputy Provincial Secretary

APPROVED AND ORDERED 28. MAR 1974

[Signature]
Lieutenant-Governor

EXECUTIVE COUNCIL CHAMBERS, VICTORIA 28. MAR 1974

Pursuant to the Highway Act, and upon the recommendation of the undersigned, the Lieutenant-Governor, by and with the advice and consent of the Executive Council, orders that

WHEREAS, under special circumstances, a lease may be issued to any person of any part of a highway vested in the Crown; but no transfer shall be made or direction be given under Section 17 of the Highway Act until the Minister of Highways has given thirty days' public notice of his intention to issue the lease, by notice published in one issue of a newspaper published in the Province and circulating in the locality in which the highway or part thereof is situate:

AND WHEREAS pursuant to Section 6 of the "Highway Act" the Fish River Road #70, and Fish River Crossing Road #811 near Beaton, B.C. are public highways with the soil and freehold vested in Her Majesty, her heirs and successors:

AND WHEREAS Canadian Cellulose Company Limited is developing production facilities to exploit forest resources from its property in the Fish River area:

AND WHEREAS Canadian Cellulose Company Limited has applied for the issuance of a lease for 10.55 + miles of the Fish River and Fish River Crossing Roads for ingress and egress purposes relative to its forest products operations:

AND WHEREAS public notice of intention to issue the lease was published on September 11, 1972 in the Nelson Daily News and no complaints or objections respecting the proposed lease have been received:

THE MINISTER OF HIGHWAYS be directed to issue a lease to Canadian Cellulose Company Limited, pursuant to Section 17 of the Highway Act, in the form of the draft attached hereto.

[Signature]
MINISTER OF HIGHWAYS

[Signature]
PRESIDING MEMBER OF
EXECUTIVE COUNCIL

File No. 2311

THIS INDENTURE made the

day of

A.D. 1974

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of British Columbia as represented by the Minister of Highways and The Minister of Transport and Communications for the Province (hereinafter called "the Lessor")

OF THE ONE PART

AND: CANADIAN CELLULOSE COMPANY LIMITED,
P.O. Box 1000,
Nakusp, British Columbia (hereinafter called "the Lessee")

OF THE OTHER PART

WITNESSETH that Her Majesty, under and by virtue of all power thereto enabling, doth hereby demise unto the said Lessee, its successors and assigns, ALL that parcel of land comprised within the sixty-six foot road allowance of all that portion of #70, Fish River Road and #811 Fish River Crossing Roads, near Beaton, Upper Arrow Lake. Commencing at the east boundary of Lot 2, Plan 1321 of District Lot 7959, Kootenay District; thence extending north easterly along easterly bank of the Incomappleux River to District Lot 5942, Kootenay District; thence across the Incomappleux River to the westerly bank of said River; thence northerly along the westerly bank of said river to terminal point of #811 Fish River Crossing Road.

ALL as indicated in red on the plan attached hereto and designated as "Plan A" and, hereinafter referred to as "the road".

TO HOLD the same premises unto the Lessee, its successors and assigns as a private trucking road for a term of One (1) year commencing April 1, 1974 and thereafter from year to year unless notice is given to the contrary.

CONSIDERATION

YIELDING and paying therefore unto Her Majesty, in advance, yearly and every year, the rent of Ten Dollars (\$10.00) per annum of lawful money of Canada, payable on or before the first day of March in each year at the office of the Minister of Highways at the City of Victoria and whether demanded or not. The first payment to be made April 1, 1974.

3

INDEMNITY

AND the Lessee, for itself, its successors and assigns, hereby covenants with the Lessor, her successors and assigns punctually to pay the said rent at the respective times and in the manner aforesaid. AND also will pay all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged upon the road or any part thereof, or upon the rent thereof or any part thereof, or upon the Lessor, her heirs, (or executors, administrators) or assigns, in respect thereof. AND TO observe all and singular the provisions of the Land Laws for the time being of the said Province, and not to assign or sublet this lease or the privileges and rights hereby conferred, or any part thereof respectively, without the written consent of the Minister of Highways thereto first had and obtained.

WITNESSES
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PROVIDED that in case of any dispute or difference arising as to any matter or thing connected with this road, or any matter or thing connected with any provisions herein contained, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister of Highways or other person duly authorized by the Minister of Highways in that behalf.

IN WITNESS
WHEREOF

PROVIDED also that in case of neglect or default of the Lessee, its successors and assigns, to observe, pay or fulfill any, or any part of any covenant, stipulation, condition or payment in this Indenture contained or referred to, it shall be lawful for the Lessor, her successors, or assignees, without further notice than a notification in writing by the Minister of Highways, addressed to the Lessee at its last known place of residence, and sent to it in a registered post letter bearing said address, absolutely to forfeit all or any portions of the road as is specified in such notification and all of

the rights and privileges hereby conferred or expressed so to be from time to time in any such notification, and thereupon this road shall at once (as to the part so specified only) be absolutely void and of none effect, PROVIDED also that any assignment by operation of any law of Bankruptcy or Insolvency of the road and privileges hereby conferred shall of itself be a forfeiture of such road and privileges, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Lessor against the Lessee by reason of any breach of any of the Provisions herein contained. PROVIDED also that this road is granted to and accepted by the Lessee on the express conditions following, that is to say:

(a) That the road shall be used by the Lessee only as a trucking road in connection with its logging operations in the area.

AIN

(b) That the Lessee is to maintain the road in a fit and proper condition, during the periods of logging use only, throughout the term hereby created and until the termination of this lease, to the satisfaction of the Lessor's Engineer and his decision and direction shall be final. Maintenance to mean the work subsequent to the construction of a highway and bridge, of preserving and keeping the highway and bridge in repair, including the making, clearing, and keeping open of ditches, gutters, drains, culverts, and water-courses, and the repairing of retaining walls, cribs, river protection works, and the replacement of broken, cracked, crushed, rotten or otherwise unsatisfactory decking, bridge super-structure members, bridge sub-structure member, and the removal of snow and ice, and any other works necessary to keep open and maintain the highway and bridges for use by the traffic for which it is required.

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(c) That the Lessee shall allow the public access to and use of the road at all times.

NSATION

(d) No compensation is to be payable by the Lessor to the Lessee in respect of any roads constructed or maintained by the Lessee in the course of its operation.

(e) No compensation is to be payable by the Lessor to the Lessee for any additional right-of-way required through private property for roadway construction or maintenance.

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(f) That the Lessee will: (1) Carry out the maintenance, operation and repair of the road during the periods of logging use to the satisfaction of the Lessor's Engineer: (2) Make application to the Lessor's engineer for permission to locate utilities on the road: (3) Inform the Lessor's engineer the loaded weight, height, and width of the vehicles using the road in connection with its operation prior to the vehicles being driven or operated upon the road, and where in the opinion of the Lessor's engineer the road, culverts, and bridges are liable to damage through extraordinary traffic thereon, he may regulate, limit, or prohibit the use of the road by any person operating or in charge of the extraordinary traffic, or owning the goods carried thereby or the vehicles used therein; (4) Provide and perform dust laying and control, at his own expense, on the road, if in the opinion of the Lessor's Engineer, it is deemed necessary. (5) Provide all materials used for the maintenance of the road and bridge in accordance with the Department of Highways General Specifications for Highway Construction and/or the Canadian Standards Association and/or the American Society for Testing Materials, All materials shall be subject at all times to inspection and approval by the Engineer who may reject any part which does not comply with the requirements of any relevant specification. The Engineer shall order the Lessee to remove and replace at the expense of the Lessee any rejected materials. All rejected materials shall be removed within twenty-four hours after such order by the Engineer. (6) Provide and pay all expenses for the supply of gravel used in the maintenance of gravel roads. (7) Provide and pay all expenses for the supply of labour and materials used in the maintenance or replacement of drainage culverts. (8) Provide and pay all expenses for the supply of labour, equipment, and materials used for maintaining, grading, or levelling the gravel surface on the road. (9) Provide and pay all expenses for the cost of maintenance and repair of any asphalt-surfaced portions of the road, including, but without limiting the generality of the foregoing, the patching of the asphalt-surface. (10) Provide and pay all expenses for the supply and installation of traffic signs at locations indicated by the Lessor's engineer. The number, location,

and type of signs will be at the discretion of the Lessor's engineer, and his decision shall be final. For the purpose of maintaining uniformity on traffic signs throughout the area, the signs shall be obtained from the Traffic Branch of the Lessor and shall be based on current Departmental standard signing policy. The signs shall be maintained in a fit and proper condition throughout the term of the lease and upon termination will become the property of the Lessee.

PROVIDED also that the Engineer of the Lessor shall be the sole judge of the work performed under Section (f) herein, in respect of both quality and quantity, and his decision on all questions in dispute with regard thereto, or as to the meaning or interpretation of the specifications, shall be final, and no work under this agreement shall be deemed to have been performed, nor materials or things provided unless and until the Engineer is satisfied therewith.

VATION

PROVIDED also that should the Minister at any time require all or part of the road, the Minister may give at least ninety days notice specifying the extent to which the road must be vacated, and the Lessee, prior to the expiration of the time stated in the notice, shall freely and to the satisfaction of the Minister perform all things necessary for vacating. Should the Lessee fail to perform the work of vacating within the time stated in the notice, the Minister shall have the right to do so, and the Lessee shall pay the cost of the work forthwith on demand. Unless the Minister shall resume all the road and shall terminate this lease under the foregoing provisions, this lease shall remain in full force and effect as to the remainder not resumed by the Minister.

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TIES

PROVIDED also that the Lessee shall at all times grant the use of the road hereby demised to the registered owners of the lands adjacent thereto and their invitees and licensees for the purpose of ingress to and egress from their respective premises.

EMENTS

PROVIDED also that any improvements whatsoever constructed upon the road by the Lessee, its agents or workmen, shall revert to the Crown free of charge upon completion of the work for which the Lessee is using this road or upon termination of the Lease whichever may be the sooner.

X
X
X

PROVIDED also that the Lessee will: (1) Observe, abide by and comply with the provisions of the Industrial Transportation Act which in any manner relate to or affect the operations of the Lessee on the Road. (2) Limit the maximum height of the vehicles and loads using the road to fifteen feet six inches (15' 6"). (3) Limit the maximum length of truck tractor and logging trailer and load to seventy-five feet (75'). (4) Limit the maximum axle loads to ninety thousand (90,000) pounds on fixed two-axle groups (tandems). (5) Limit the maximum gross vehicle weight to two hundred thousand (200,000) pounds on five (5) axles. (6) Limit the maximum width of vehicle and load to twelve (12) feet. (7) Limit the maximum number of vehicles permitted to be in combination to truck tractor and logging trailer. (8) To maintain a satisfactory travelled width of roadway for the public to pass logging trucks easily or to provide pull-out areas for this purpose. The decision and direction of the Lessor's Engineer will be accepted as final for width of roadway and pull-out areas. (9) To permit free and unlimited access and use of the road by the British Columbia Forest Service as a fire access road. (10) To provide and install cautionary signs warning the public, and in particular tourists and hunters, that they must proceed on the road with caution.

IN WITNESS WHEREOF the Minister of Highways and the Minister of Transport and Communications has set his hand and seal on behalf of the Lessor and the Corporate Seal of the Lessee has hereunto affixed by its proper officers in that behalf first duly authorized, on the day and year first above written.

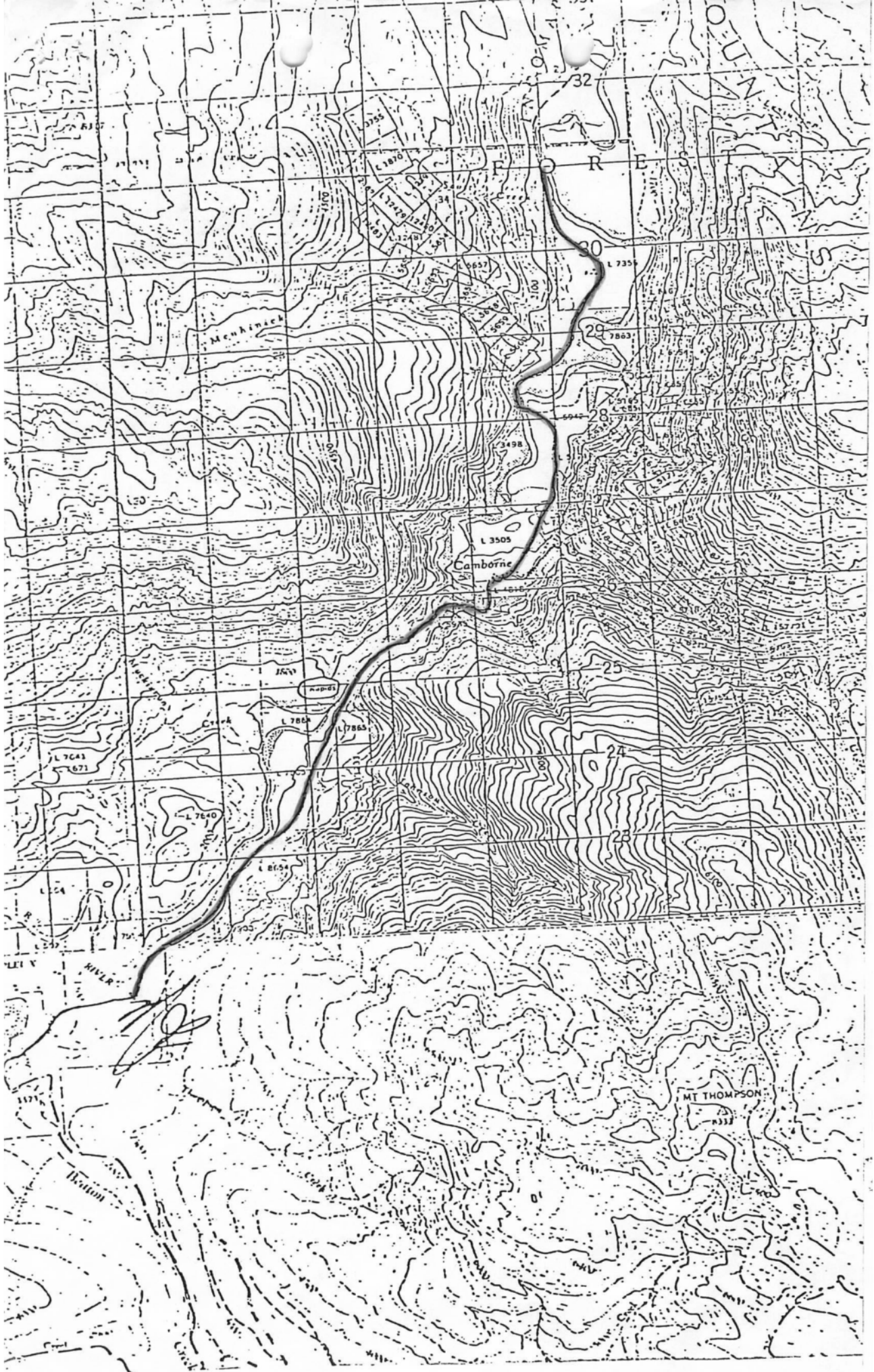
WITNESS

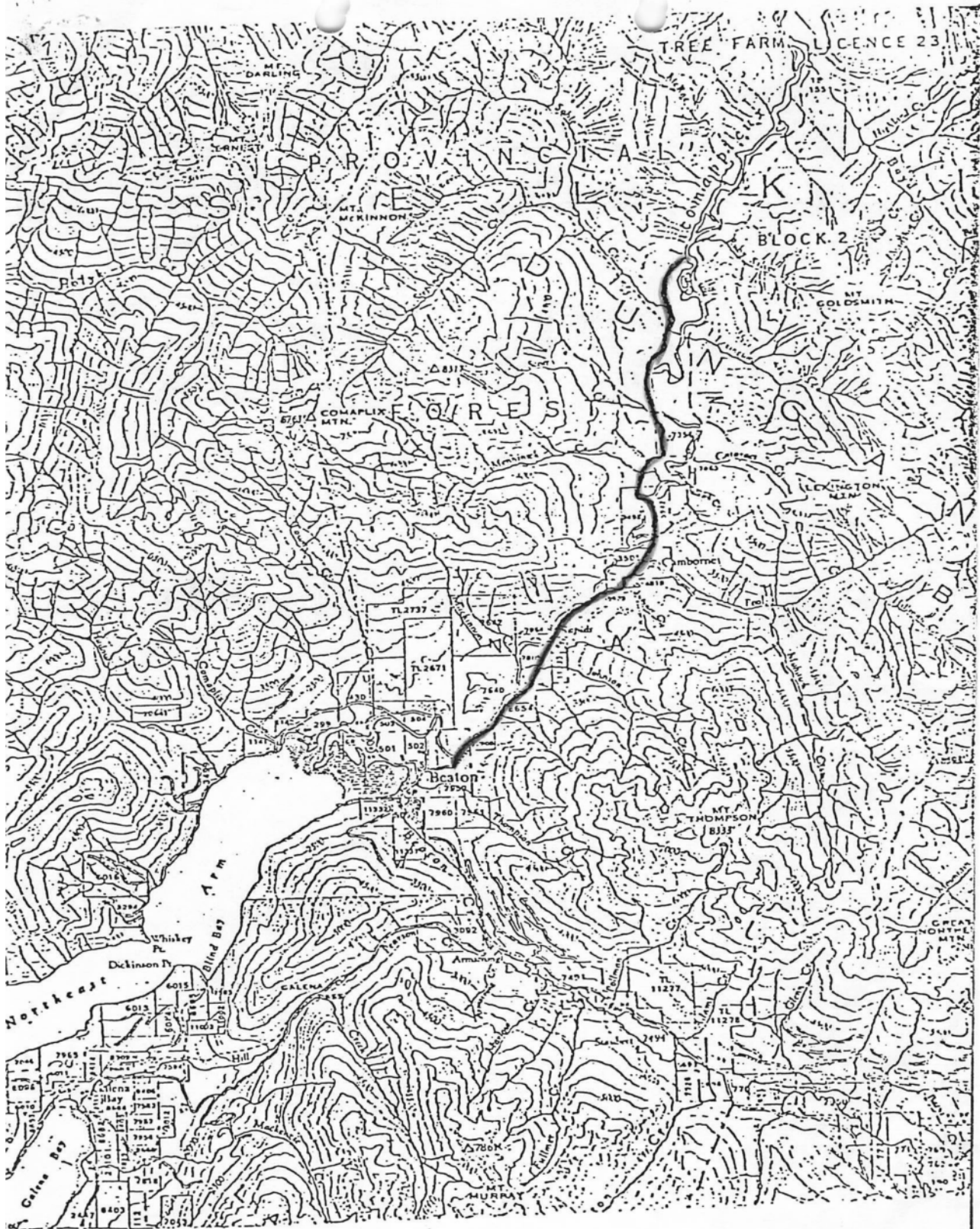
SIGNED, SELAED AND DELIVERED)
by the within-named Minister)
of Transport and Communications))
in the presence of:)

WITNESS

The Corporate Seal of
Canadian Cellulose Company
Limited
was hereto affixed in the
presence of:

Page 152 of 164 TRIA-2023-31311

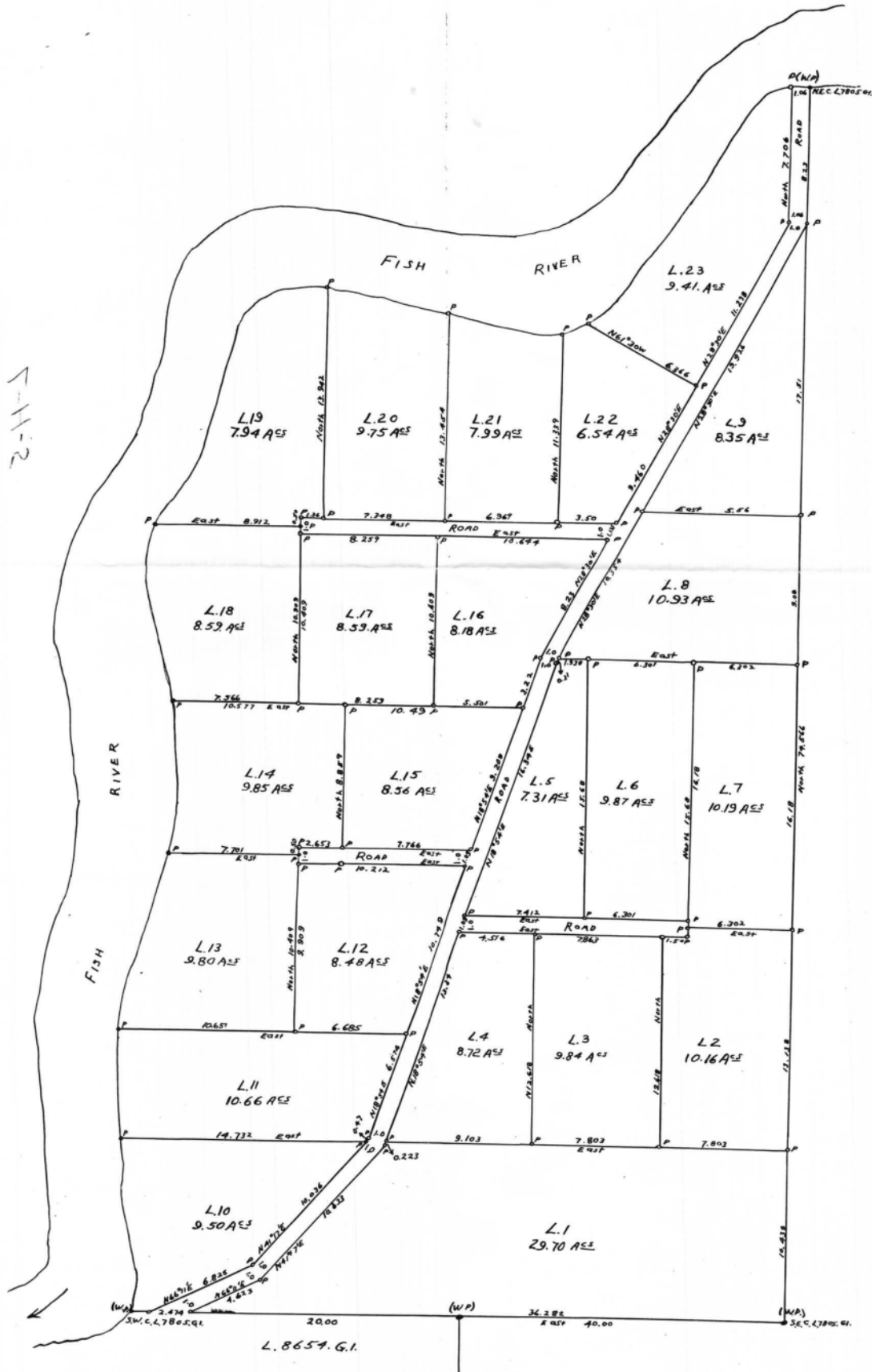




Handwritten signature or initials.

SUBDIVISION OF LOT 7805.G.1.
WEST KOOTENAY DIST. B.C.

Scale 4.0 Chs to 1 Inch.





CONTRACTOR HIGHWAY/BRIDGE INSPECTION

CONTRACT AREA	INSPECTION DATE	REGION/DIST. AREA	HIGHWAY NUMBER	OR	BRIDGE NUMBER
<input type="text"/>	940707	12C	70		<input type="text"/>

FINDINGS BY EXCEPTION			PRIORITY	LOCATION DESCRIPTION
ACTIVITIES REQUIRED	ESTIMATED QUANTITIES	ESTIMATED SCHEDULE	H-HIGH M-MEDIUM L-LOW	
260A	15	940714	M	

Task # H907

COMMENTARY/DESCRIPTION

EXPLANATION OF WORK REQUIRED, PRESENT CONDITIONS, WORK PLAN(S), ETC.

#2	#13	CUTTING TORCH
#3	#22	
#5		
#6	#15	RIP RAP OUTLETS
#11	#16	
#12	#18A	
#14	#20	
#17		
#25		

BACKHOE

CONTRACTOR ID

VSA

A. N. Kelly

AUTHORIZED CONTRACTOR'S REPRESENTATIVE

TITLE



CONTRACTOR HIGHWAY/BRIDGE INSPECTION

CONTRACT AREA	INSPECTION DATE	REGION/DIST. AREA	HIGHWAY NUMBER	OR	BRIDGE NUMBER
<input type="text"/>	9 3 1 1 2 2	1 2 C	<input type="text"/>		<input type="text"/>

FINDINGS BY EXCEPTION			PRIORITY	LOCATION DESCRIPTION
ACTIVITIES REQUIRED	ESTIMATED QUANTITIES	ESTIMATED SCHEDULE	H-HIGH M-MEDIUM L-LOW	
360C	1100	9 3 1 1 2 2	H	HWY #70
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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COMMENTARY/DESCRIPTION

EXPLANATION OF WORK REQUIRED, PRESENT CONDITIONS, WORK PLAN(S), ETC.

REMOVE WIND BLOWEN TREES FROM
ROAD DITCH TO DITCH

JOB DONE 93/11/25

CONTRACTOR ID

USA

A. N. Kelly

AUTHORIZED CONTRACTOR'S REPRESENTATIVE

FOREMAN

TITLE



CONTRACTOR HIGHWAY/BRIDGE INSPECTION

CONTRACT AREA	INSPECTION DATE	REGION/DIST. AREA	HIGHWAY NUMBER	OR	BRIDGE NUMBER
12	900703	38C	70		

FINDINGS BY EXCEPTION			PRIORITY	LOCATION DESCRIPTION
ACTIVITIES REQUIRED	ESTIMATED QUANTITIES	ESTIMATED SCHEDULE	H-HIGH M-MEDIUM L-LOW	
170A	100	9007	H	FISH RIVER

COMMENTARY/DESCRIPTION

EXPLANATION OF WORK REQUIRED, PRESENT CONDITIONS, WORK PLAN(S), ETC.

WILL HAUL GRAVEL TO FILL WASHOUT
NEXT WEEK

CONTRACTOR ID

BELMANT

AUTHORIZED CONTRACTOR'S REPRESENTATIVE

A.N. Kelly
TITLE



CONTRACTOR HIGHWAY/BRIDGE INSPECTION

CONTRACT AREA	INSPECTION DATE	REGION/DIST. AREA	HIGHWAY NUMBER	OR	BRIDGE NUMBER
12	900522	38C	70		

FINDINGS BY EXCEPTION			PRIORITY	LOCATION DESCRIPTION
ACTIVITIES REQUIRED	ESTIMATED QUANTITIES	ESTIMATED SCHEDULE	H-HIGH M-MEDIUM L-LOW	
260A	5	9005	M	FISH RIVER RD

ROADWAY
CULVERTS

COMMENTARY/DESCRIPTION

EXPLANATION OF WORK REQUIRED, PRESENT CONDITIONS, WORK PLAN(S), ETC.

#5 FOUND OUTLET STILL CAN'T SEE THROUGH

#7 OUTLET TO BE CLEANED (LOADER)

#10 INLET BENT TO BE CUT OUT WITH TORCH

#16 INLET TO BE CUT OFF

#23 TO BE CLEANED INLET (LOADER)

CONTRACTOR ID

BELMANT

A.N. Kelly

AUTHORIZED CONTRACTOR'S REPRESENTATIVE

AREA SUPERVISOR

TITLE



CONTRACTOR HIGHWAY/BRIDGE INSPECTION

CONTRACT AREA	INSPECTION DATE	REGION/DIST. AREA	HIGHWAY NUMBER	OR	BRIDGE NUMBER
12	900412	38C	70		

FINDINGS BY EXCEPTION				PRIORITY	LOCATION DESCRIPTION
ACTIVITIES REQUIRED	ESTIMATED QUANTITIES	ESTIMATED SCHEDULE	H-HIGH M-MEDIUM L-LOW		
130A	1630	9005	M	FISH RIVER RD	GRADING
250A	34000	9005			DITCHING

COMMENTARY/DESCRIPTION

EXPLANATION OF WORK REQUIRED, PRESENT CONDITIONS, WORK PLAN(S), ETC.

① 4 X YR

② CLEAN ROCK ETC FROM DITCHES WITH GRADER

CONTRACTOR ID

BELMAINT

A. N. Kelly

AUTHORIZED CONTRACTOR'S REPRESENTATIVE

AREA SUPERVISOR

TITLE

No 558

N^o 728

Deposited
10th October 1901



Map of CAMBORNE

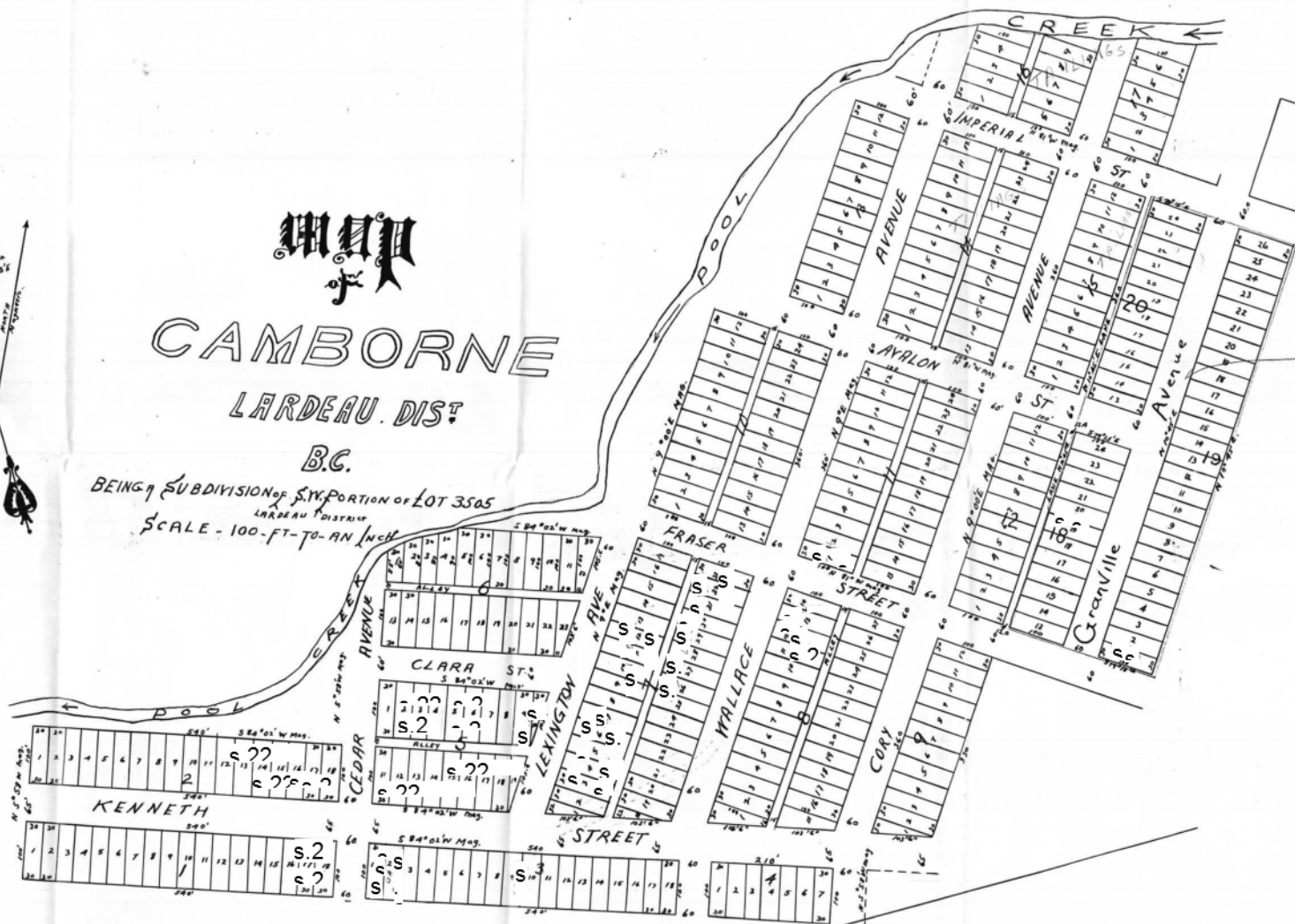
LARDEAU DIST

B.C.

BEING A SUBDIVISION OF S.W. PORTION OF LOT 3505

LARDEAU DISTRICT

SCALE - 100-FT. TO AN INCH



SOUTH BOUNDARY LOT 3505
22 METERS EAST TO POINT A