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**Appendix 4**

**BCMoF 'License to Cut'**

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**Occupant Licence to Cut  
L47211**



**Specific Terms**

THIS LICENCE, dated **March 31, 2006**

BETWEEN:

**THE District Manager, on behalf of  
HER MAJESTY THE QUEEN IN RIGHT  
OF THE PROVINCE OF BRITISH COLUMBIA,**

**46360 Airport Road  
Chilliwack, British Columbia  
V2P 1A5  
(the "Ministry Manager")**

AND:

**Ministry of Transportation  
1420 1111 West Georgia Street  
Vancouver, British Columbia  
V6E 4M3  
(the "Licensee")**

**WHEREAS:**

- A. The Licensee has the Right of Occupation as the lawful occupier of certain areas of land pursuant to the *Lands Act* and the area of land includes the Harvest Area.
- B. The Licensee does not have the right to remove the Crown timber from the Harvest Areas otherwise than under this Licence.
- C. The Parties have entered into this Licence pursuant to section 47.4 of the *Forest Act*.

**THE PARTIES** agree as follows:

**1.) INTERPRETATION**

- 1.1) The Licence is comprised of the following components, all of which have been reviewed and agreed to by the Parties:
  - (a) these Specific Terms including any Schedules and Exhibits, and
  - (b) the General Terms and Conditions for an Occupant Licence to Cut.If there is a conflict between any of these components, the order of precedence is (b) and then (a).

- 1.2) The Licence is the entire contract between the Parties as to the matters set out in the Licence, and all previous promises, representations, contracts or agreements between the Parties, whether oral or written, are deemed to have been replaced by the Licence. Except as otherwise set out in the Licence, any changes to the Licence must be agreed to by the Parties in writing and be signed by the Ministry Manager or designate.
- 1.3) Unless otherwise defined in the General Terms, if a word or phrase used in the Licence is defined in the *Forest Act* or the *Forest and Range Practices Act*, the definition in the Act applies to the Licence, and where the word or phrase in the Act is replaced by a new word or phrase, the Licence is deemed to have been amended accordingly.

## 2.) GRANT OF RIGHTS AND TERM

- 2.1) Subject to the Licence, the Licensee may enter into the Harvest Area and may during the Term of the Licence Specifications.  
Cut and Remove, from the Harvest Area, the Crown timber found within the Harvest Area.
- 2.2) The term of this Licence begins on **April 18, 2006**, and ends on the earlier of **April 17, 2009**
- 2.3) The Licensee's rights under this Licence are suspended and of no force or effect during any period during which the Right of Occupation is suspended.
- 2.4) Unless the Ministry Manager specifies otherwise in writing, the Licensee must ensure that all reasonable steps are taken to:
  - (a) advise the Ministry Manager in writing and in a form acceptable to the Ministry Manager, of the date that the Licensee's Activities will commence at least five days before commencement, and
  - (b) notify the Ministry Manager in writing in a form acceptable to the Ministry Manager, when all obligations under this Licence are complete.

### **3.) FINANCE**

- 3.1) In addition to any money payable in respect of the Licence under the Forestry Legislation, the Licensee must pay, to the government, stumpage under Part 7 of the Forest Act in respect of timber Removed under the Licence, at rates determined, redetermined and varied under section 105 of that Act. Payments must be made, to the government, immediately upon receipt of a notice, statement or invoice issued on behalf of the government.

### **4.) TIMBER MARK**

**Occupant Licence to Cut with right to cut and remove timber from harvest area:**

- 4.1) The timber mark(s) for the Licence is/are:

L47  
211

### **5.) HARVESTING OF TIMBER**

- 5.1) For the purposes of Part 6.00 of the General Terms, the dangerous tree felling area extends **75 m** beyond the boundary of the Harvest Area.

### **6.) DETAILS FOR NOTIFICATION**

- 6.1) For the purposes of notification in accordance with Part 15.00 of the General Terms, the Parties contact information will be as follows:

**For the Ministry Manager:**

46360 Airport Road  
Chilliwack, British Columbia  
V2P 1A5  
Contact Person: Kerry Grozier, District Manager  
Fax: (604) 702-5711

**For the Licensee:**

1420 1111 West Georgia Street  
Vancouver, British Columbia  
V5H 4G8  
Contact Person: David Chang, Director, Project Management  
Fax: # (604) 775-1144

## 7.) REPRESENTATIONS

- 7.1) In addition to the representations found in Part 2.00 of the General Terms, the Licensee hereby confirms that it has made the following additional representations:
- (a) In order to keep construction activities progressing smoothly the licensee's representative, Peter Kiewit Sons Co. (Kiewit) will pay the full cost of conducting waste surveys. To ensure the surveys are done to the satisfaction of the District Manager, Kiewit will coordinate with Stan Smethurst, Waste & Residue Coordinator.
  - (b) Kiewit is committed to completing clearing operations on Occupant Licence to Cut L47153 prior to starting operations on this licence L47211, with the exception of 500 metres at the north end of L47153 for Eagle nest considerations.
  - (c) Hazard trees that may fall within private property, Kiewit will assess any potential problem trees and contact the property owner to discuss tree removal.

**8.) SPECIAL CONDITIONS AND REQUIREMENTS**

- 8.1) The Licensee must comply with the following special conditions and terms: N/A

IN WITNESS WHEREOF the Licence has been executed by the Ministry Manager and the Licensee on the date set out below.

SIGNED by the Ministry )  
Manager on behalf of Her )  
Majesty the Queen in )  
Right of the Province of )  
British Columbia in the )  
presence of: )

*K Johnson* )  
..... )  
Print Witness Name: )  
*K Johnson* )  
..... )

*[Signature]* )  
..... )  
**Kerry Grozier,** ) *April 20/06*  
**District Manager** ) **Date**

THE COMMON SEAL of )  
the Licensee was affixed in )  
the presence of: )

..... )  
Print Witness Name: )  
..... )

c/s )  
..... )  
**Date**

or

SIGNED by the Licensee )  
in the presence of: )

*Smith* )  
..... )  
Print Witness Name: )  
*FORREST SMITH* )  
..... )

*[Signature]* )  
..... )  
**David Chang, Director** ) *April 19, 2006*  
**Project Management** ) **Date**

Province of British Columbia  
Map of: **L47211 CB H1**

# Ministry of Forests



## Exhibit 'A'

Page 1/1

Date: Apr. 12, 2006

Forest Region: **Coast**  
Forest District: **Chilliwack**

Land District: **New Westminster**  
Shown As: **\_\_\_\_\_**

Drawn by: **M. Dunn**  
Revised by Date:

U.T.M. Zone E4801032 N5468292	NAD 83	ORCS#:	ODM ID:	Inventory Region: 9	Compartment Number: 86	Compartment Letter:
Management Unit Type: Number:	Timber Supply Area: Fraser	Pulpwood Agreement:	Cascadas East: West: W	BCGS Map-sheet: 92G034 Scale: 1:10,000 Area: 18.77 ha		

Save and Except Prior Rights of: Corporation of District of West Vancouver of Ref Plan 2164 and 9412, DL1493, 1494, 1495 and 2386, GP1, NWD, British Pacific Properties Ltd., Lot E and F of Ref Plan 9412, DL1494, GP1, NWD, British Columbia Hydro and Power Authority of Ref Plan 1831, 5207, 5209, 8667 and 10048, DL1494, 1495 and 2386, GP1, NWD, British Columbia Railway Company of Ref Plan 12508, DL1493 and 1494, GP1, NWD, CN Acquisition Limited Incorp., No. A62392 of Ref Plan 12508, DL1493, GP1, NWD and Charles Dalton, DL 1493, GP1, NWD.

Within: WEST VANCOUVER DISTRICT MUNICIPALITY.

Note: All Save and Excepted prior rights as captured in Ex. 'A' dated April 12, 2006, are land title tenure holders to date. Where existing rights are not transferred to the rights of the Ministry of Transportation and Highways, these rights are deemed Excluded Thereout by notation from this application.

