

Wallace, Bonita ILMB:EX

From: Kaitlin Kazmierowski [kkazmierowski@islandstrust.bc.ca]
Sent: Tuesday, July 27, 2010 11:57 AM
To: Wallace, Bonita ILMB:EX
Subject: RE: Inquiry about dock use at Mayne Inn on Mayne Island

Thanks!

Kaitlin Kazmierowski
Planner 1
Islands Trust
200-1627 Fort Street
Victoria, BC V8R 1H8
Phone: 250 405 5194
Fax: 250 405 5155
www.islandstrust.bc.ca

Preserving Islands communities, culture and environment

From: Wallace, Bonita ILMB:EX [mailto:Bonita.Wallace@gov.bc.ca]
Sent: Tuesday, July 27, 2010 11:55 AM
To: Kaitlin Kazmierowski
Subject: RE: Inquiry about dock use at Mayne Inn on Mayne Island

Kaitlin:

Further to our conversation this morning, please find attached the Specific Permission and the document which allowed for the Assignment from the previous owners to the Strata Plan Owners.

Moorage facilities for strata title or condominium developments of over three berths are administered under the provisions of the Residential policy where they have no related commercial facilities (e.g. gas bars) and are intended for private use of tenants. This Link will take you to our Policy on Specific Permissions.

http://www.agf.gov.bc.ca/clad/leg_policies/policies/private_moorage.pdf

I hope this helps.

Bonita Wallace

Land Technical Officer
Crown Lands and Resources
Integrated Land Management Bureau

2080 Labieux Rd
Nanaimo BC V9T 6J9

Phone: (250) 751-7266
Fax: (250) 751-7224

BRITISH
COLUMBIACERTIFICATE
OF INSURANCE

Freedom of Information and Protection of Privacy Act
The personal information requested on this form is collected under the authority of and used for the purpose of administering the Financial Administration Act. Questions about the collection and use of this information can be directed to the Manager, Consulting and Advisory Services, at 250 388-2915, PO Box 9403 STN PROV GOVT, Victoria BC V6W 6V1.
Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY AND ISSUED TO (Name of office) HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister responsible for the Land Act		AGREEMENT IDENTIFICATION NO. File: 0336374
PROVINCE'S CONTACT PERSON NAME & TITLE Barbara Biss, Portfolio Administrator, Integrated Land Management Bureau		PHONE NO. (250) 751-7248
MAILING ADDRESS Ste 142-2080 Labieux Rd Nanaimo BC		FAX NO. (250) 751-7224
CONTRACTOR NAME Mayne Island Resort Strata Plan V156703		POSTAL CODE V9T 6J9
CONTRACTOR ADDRESS RR 1 Comp 13, Site 5 Mayne Island BC		POSTAL CODE V0N 2J0

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME MAYNE ISLAND RESORT STRATA PLAN V156703		
	ADDRESS SITE 8 COMP 13, MAYNE ISLAND BC		POSTAL CODE V0N 2J0
OPERATIONS INSURED	PROVIDE DETAILS 1) MOORAGE FACILITY FORESHORE LEASE		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
	INTACT INSURANCE 5V2171857	2010/05/02	\$500,000

RECEIVED
FEB 24 2010
Integrated Land Management Bureau
Coast Region

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS

AGENT OR BROKER GULF ISLANDS INSURANCE	ADDRESS MAYNE ISLAND BC	PHONE NO. 250 539 5611
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) 		DATE SIGNED FEB 17/10

March 10, 2010

File: 0336374

Mayne Island Resort Strata Plan VIS6703
RR 1, Site 5, Comp 13
Mayne Island BC V0N 2J0

Attention: Murray Rosengren

Dear Sir:

Enclosed is Permission No.113232, covering that part of District Lot 560, Cowichan District, containing 0.700 hectares more or less, endorsed with the assignment dated November 1, 2009.

From: **Murray Rosengren**
Dave Hinton

To: **Mayne Island Resort Strata Plan VIS6703**
RR 1, Site 5, Comp 13
Mayne Island BC V0N 2J0

A copy of the Assignment/Assumption agreement has been inserted in your document.

Please do not hesitate to call me at me at (250) 751-7248, if you have any questions.

Yours truly,

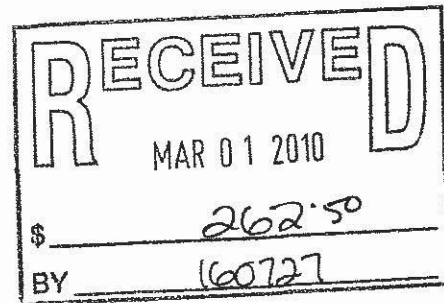


Barbara Biss
Portfolio Administrator

Enclosure

pc: BC Assessment Authority, Saanich-Capital
Islands Trust, Victoria

FEBRUARY 24, 2010



DEAR BARBARA BISS:

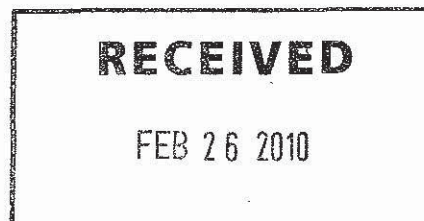
PLEASE FIND ENCLOSED THE ITEMS REQUIRED
IN THE ASSIGNMENT INFORMATION SHEET. MY
INSURANCE AGENT INFORMS ME THAT HE HAS
FAXED THE PROOF OF INSURANCE TO YOUR OFFICE.

I HAVE INCLUDED THE MINUTES FROM OUR
STRATA A.G.M. AS PROOF OF DIRECTORS OF OUR
STRATA COUNCIL (SEE ITEM 6).

I HOPE EVERYTHING IS IN ORDER. PLEASE LET ME
KNOW IF THERE IS ANYTHING YOU NEED.

SINCERELY, 10008782

MURRAY ROSENGREN
MAYNE ISLAND RESORT



MAYNE ISLAND RESORT OWNERS CORP.
494 ARBUTUS DR.
MAYNE, B.C. V0N 2J0


0111

DATE 20 / 00223
Y Y Y Y M M D D

PAY to MINISTER OF FINANCE
the order of
TWO HUNDRED SIXTY TWO

\$ 262 ⁵⁰/₁₀₀

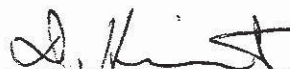
⁵⁰/₁₀₀ DOLLARS  Security
features
included.

 ROYAL BANK OF CANADA
WHITE ROCK BRANCH
1588 JOHNSTON RD
WHITE ROCK BC V4B 3Z7

MAYNE ISLAND RESORT OWNERS CORP.



PER



FNR-2014-00108
Page 4

RE

FEBRUARY 24, 2010

DEAR BARBARA BISS:

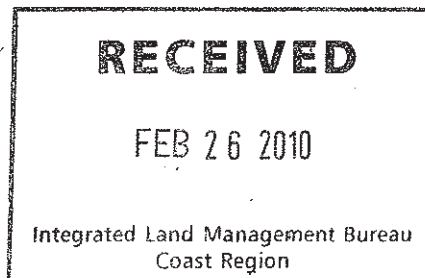
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STRATA A.G.M. AS PROOF OF DIRECTORS OF OUR
STRATA COUNCIL (SEE ITEM 6).

I HOPE EVERYTHING IS IN ORDER. PLEASE LET ME
KNOW IF THERE IS ANYTHING YOU NEED.

SINCERELY,

MURRAY ROSENGREN
MAYNE ISLAND RESORT



Mayne Island Resort Strata Corporation
RR 1, Site 5 comp 13
Mayne Island, B. C.
February 16, 2010

Integrated Land Management Bureau
Suite 142
2080 Labieux Road
Nanaimo, B. C.
V9T 6J9

Dear Barbara Biss:

The Strata Council for Mayne Island Resort requests that the permission agreement dated February 26, 2009 to Dave Hinton and Murray Rosengren be assigned to the Mayne Island Resort Strata. The Strata met on Feb. 11, 2010 and voted to accept this strata lease (your permission # 113232 , file # 00336374)

Sincerely,

s.22

Mayne Island Resort Strata Corporation
RR 1, Site 5 comp 13
Mayne Island, B. C.
February 16, 2010

Integrated Land Management Bureau
Suite 142
2080 Labieux Road
Nanaimo, B. C.
V9T 6J9

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Sincerely,

s.22



September 29, 2009

**The Owners
Strata Plan 6703
Mayne Island Resort**

Dear Owners:

Enclosed are the minutes of the first Annual General meeting for the Strata Corporation portion of the resort. Please retain these for your files as they will be approved at the next General Meeting of the Resort.

Strata fee payments are being collected by the resort operator through the Home Owner's Association and are forwarded directly to us.

We will be providing statements to the elected Strata Council members on a monthly basis and will provide an accounting to all the owners for their approval at the Annual General Meeting to be held in the fall of 2010.

It was a pleasure meeting the owners who attended the meeting and we look forward to working with the owners and the Strata Council going forward.

Yours truly,
PROLINE MANAGEMENT LTD.

Eric Spurling, FRI, R.I. (B.C.), CRF, CPM
President

ES/jb
Enclosures

PROLINE MANAGEMENT LTD.

201-20 Burnside Rd. West | Victoria, B.C. V9A 1B3 | T: 475-6440 F: 475-6442 | www.property-managers.net

**UNAPPROVED MINUTES OF FIRST ANNUAL GENERAL MEETING
STRATA PLAN VIS6703 – Mayne Island Resort
AUGUST 20, 2009**

Location: Sheraton Guildford Hotel
15269 – 104th Avenue
Surrey, BC V3R 1N5

Attendance:

In Person:

Name	Unit	Name	Unit
------	------	------	------

s.22

Mayne Island Resort
Suites Represented

s.22

s.22

Eric Spurling representing Proline Management Ltd.

Sharon Hinton, representing the developer, opened the meeting and introduced the partners in the resort who were present at the meeting. Sharon went on to introduce Eric Spurling of Proline Management Ltd who would be helping to guide the strata management for the first year of the strata corporation's activities.

1. CALL TO ORDER

Eric Spurling called the meeting to order at 6:30pm

2. CALL THE ROLL

Eric noted that there were 30 fractional owners present in addition to the units represented by the Mayne Island Resort, and therefore the quorum requirements of the Strata Property Act had been met.

3. **PROOF OF NOTICE**

Eric advised that for any general meeting of the Strata Corporation there is required to be a full 20 days notice of the meeting. The meeting notice had been sent on July 31, 2009 and therefore the notice requirements of the Act had been met.

4. **REVIEW OF OPERATIONS OF A STRATA CORPORATION**

Eric Spurling outlined the differences between the Strata Corporation and the Owners Association. Dave Hinton advised that the developer anticipated having the first meeting of the Owners Association likely in January of 2010.

Eric then outlined the governance features of the Strata Corporation and provided a brief review of the responsibilities of the Strata Corporation, the Strata Council, and the Owners, and answered a few questions from the owners. Eric outlined that the two important tasks for this evening were to elect strata council members and to pass the first annual budget.

5. **REPORT ON INSURANCE**

Dave Hinton provided an outline of the insurance currently in place for the Strata Corporation. Dave noted that the coverage includes flood and earthquake, there is comprehensive General Liability coverage in the amount of five million dollars with a \$1000 deductible, the all risk portion of the policy has a \$2500 deductible. Eric Spurling noted that the Strata Council may wish to review the deductible going forward. Eric also noted that the Strata Corporation had to put Director's and Officer's Liability coverage in place in order to conform with the Strata Property Act. Dave Hinton noted that the policy was renewed August 9th and he would work on tightening up the items to be covered.

6. **ELECTION OF COUNCIL**

Eric Spurling outlined the requirements as to the numbers of people required to sit on the Strata Council, noting that under the Act the minimum was three and the maximum seven. Owners generally felt that three would be adequate. The following people offered to serve on the strata council:

s.22

Motion: That nominations cease and the foregoing three people serve as the strata council for the year going forward.

Moved:

Seconded:

s.22

Carried unanimously.

7. **RECEIPT OF INFORMATION**

Murray Rosengren, on behalf of the developer, advised that all as-builts for units 3-12, the only ones fully completed, are on the site at the moment as is the site plan outlining the location of all the underground systems, irrigation sprinklers etc.


**BRITISH
COLUMBIA**
**CERTIFICATE
OF INSURANCE**

Freedom of Information and Protection of Privacy Act
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Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY AND ISSUED TO (Name of office) HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister responsible for the Land Act		AGREEMENT IDENTIFICATION NO. File: 0336374	
PROVINCE'S CONTACT PERSON NAME & TITLE Barbara Bliss, Portfolio Administrator, Integrated Land Management Bureau		PHONE NO. (250) 751-7248	
MAILING ADDRESS Ste 142-2080 Labieux Rd Nanaimo BC		FAX NO. (250) 751-7224	
CONTRACTOR NAME Mayne Island Resort Strata Plan V150703		POSTAL CODE V9T 6J9	
CONTRACTOR ADDRESS RR 1 Comp 13, Site 3 Mayne Island BC		POSTAL CODE V0N 2J0	

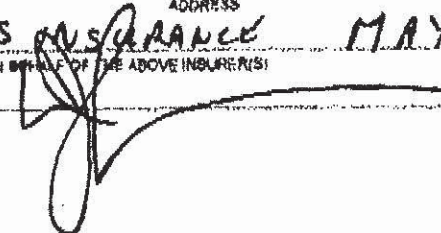
Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME MAYNE ISLAND RESORT STRATA PLAN V150703		
	ADDRESS SITE 8 COMP 13, MAYNE ISLAND BC		
OPERATIONS INSURED	PROVIDE DETAILS 1) MOORAGE FACILITY FORESHORE LEASE		
	POSTAL CODE V0N 2J0		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
	INTACT INSURANCE 5V 2171857	2010/05/02	1,000,000

RECEIVED
 1 FEB 17 2010
 Integrated Land Management
 Coastal Policy Unit

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENT OR BROKER GULF ISLANDS INSURANCE	ADDRESS MAYNE ISLAND BC	PHONE NO. 250 539 5611
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) 		DATE SIGNED FEB 17/10

Wallace, Bonita ILMB:EX

0336374.

From: Wallace, Bonita ILMB:EX
Sent: Monday, February 8, 2010 9:28 AM
To: s.22
Subject: Copy of the Specific Permission for dock at Bennet Bay

Mary:

Attached please find a copy of the Specific Permission Document for the dock in Bennet Bay.



0336374 .pdf

As per our discussion, insurance and maintenance of the dock is the responsibility of the tenure holder. Prior to undertaking any major alterations to a dock facility, the tenure holder should contact Crown Lands and Resources, Fisheries and Oceans Canada, Navigable Waters Canada and the Local Government (Islands Trust). The tenure holder must ensure that all changes follow best management practices for working in marine environments and that the works take place inside the existing tenure footprint.

This link will provide you with the information that I believe will answer most of your questions.

http://www.agf.gov.bc.ca/clad/tenure_programs/programs/privatemoorage/reqs_best_mgmt_practices.pdf

Bonita Wallace

Land Technical Officer
Crown Lands and Resources
Integrated Land Management Bureau

2080 Labieux Rd
Nanaimo BC V9T 6J9

Phone: (250) 751-7266
Fax: (250) 751-7224

Bonita Wallace

Land Technical Officer
Crown Lands and Resources
Integrated Land Management Bureau

2080 Labieux Rd
Nanaimo BC V9T 6J9

Phone: (250) 751-7266
Fax: (250) 751-7224

Biss, Barbara ILMB:EX

From: Biss, Barbara ILMB:EX
Sent: Friday, January 15, 2010 8:14 AM
To: 'Murray Rosengren'
Subject: Assignment to the Strata Corp. File 0336374

Murray

We still have not received the assignment documents for this change. Please return to this office at your earliest convenience. This assignment will be cancelled if the documents requested are not received by January 30, 2010.

Barbara Biss

Barbara Biss
Portfolio Administrator
West Coast Service Centre
Integrated Land Management Bureau
142 - 2080 Labieux Rd
Nanaimo BC V9T 6J9
Phone: (250) 751-7248 Fax: (250) 751-7224
E-Mail: Barbara.Biss@gov.bc.ca



Please consider the environment before printing.


Biss, Barbara ILMB:EX

From: Biss, Barbara ILMB:EX
Sent: Thursday, December 3, 2009 3:38 PM
To: 'Murray Rosengren'
Subject: RE: assignment documents

That's fine Murray. I just needed to know where this was at.

Barbara Biss

Barbara Biss
Portfolio Administrator
West Coast Service Centre
Integrated Land Management Bureau
142 - 2080 Labieux Rd
Nanaimo BC V9T 6J9
Phone: (250) 751-7248 Fax: (250) 751-7224
E-Mail: Barbara.Biss@gov.bc.ca

 Please consider the environment before printing.

From: Murray Rosengren [<mailto:murray@mayneislandresort.com>]
Sent: Thursday, December 3, 2009 3:34 PM
To: Biss, Barbara ILMB:EX
Cc: Dave Hinton
Subject: Re: assignment documents

Hi Barbara, we decided to get an engineering report on the condition of the dock prior to holding a strata meeting for a special resolution. The engineer's inspection was done yesterday and we are now moving to hold a meeting of stata owners and/or directors for a special resolution. We hope to have approval within a few weeks and will get back to you then or asap. I hope this time line is ok with you.

Regards
Murray

On Thu, Dec 3, 2009 at 1:19 PM, Biss, Barbara ILMB:EX <barbara.biss@gov.bc.ca> wrote:

Murray

I still haven't received the documents and Special Resolution back in this office. Please return these items at your earliest convenience.

Barbara Biss

Barbara Biss
Portfolio Administrator
West Coast Service Centre
Integrated Land Management Bureau
142 - 2080 Labieux Rd
Nanaimo BC V9T 6J9
Phone: (250) 751-7248 Fax: (250) 751-7224

E-Mail: Barbara.Biss@gov.bc.ca



Please consider the environment before printing.

From: Murray Rosengren [<mailto:murray@maysneislandresort.com>]

Sent: Wednesday, November 18, 2009 8:48 AM
To: Biss, Barbara ILMB:EX
Cc: Dave Hinton
Subject: Re: assignment documents

Hi Barbara,

We will have the assignment documents in your office early next week. Sorry for the delay.

Regards

Murray

On Wed, Nov 18, 2009 at 8:16 AM, Biss, Barbara ILMB:EX <barbara.biss@gov.bc.ca> wrote:

Murray

Could you please give me a estimated time frame on when I can expect the assignment documents back so we can get the tenure in the Strata's name.

Barbara Biss

Barbara Biss
Portfolio Administrator
West Coast Service Centre
Integrated Land Management Bureau
142 - 2080 Labieux Rd
Nanaimo BC V9T 6J9
Phone: (250) 751-7248 Fax: (250) 751-7224
E-Mail: Barbara.Biss@gov.bc.ca



Please consider the environment before printing.

Biss, Barbara ILMB:EX


From: Biss, Barbara ILMB:EX
Sent: Thursday, December 3, 2009 1:20 PM
To: 'Murray Rosengren'
Subject: RE: assignment documents

Murray

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Barbara Biss

Barbara Biss
Portfolio Administrator
West Coast Service Centre
Integrated Land Management Bureau
142 - 2080 Labieux Rd
Nanaimo BC V9T 6J9
Phone: (250) 751-7248 Fax: (250) 751-7224
E-Mail: Barbara.Biss@gov.bc.ca

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Nanaimo BC V9T 6J9
Phone: (250) 751-7248 Fax: (250) 751-7224
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Biss, Barbara ILMB:EX

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142 - 2080 Labieux Rd
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Phone: (250) 751-7248 Fax: (250) 751-7224
E-Mail: Barbara.Biss@gov.bc.ca



Please consider the environment before printing.

Biss, Barbara ILMB:EX

From: Biss, Barbara ILMB:EX
Sent: Thursday, October 22, 2009 12:08 PM
To: 'Murray Rosengren'
Subject: Assignment documents

Murray

The assignment documents have been sent out today. It was decided that a modification agreement for a change of purpose was not necessary as the document allows for a number of individuals to use the facility under the private moorage facility definition. Please remember that this document is for a facility that is 3 berths or less. If you expand its use then you must apply to amend the purpose for a strata moorage with more than 3 berths which will entail a new document and possibly annual fees.

Barbara Biss

Barbara Biss
Portfolio Administrator
West Coast Service Centre
Integrated Land Management Bureau
142 - 2080 Labieux Rd
Nanaimo BC V9T 6J9
Phone: (250) 751-7248 Fax: (250) 751-7224
E-Mail: Barbara.Biss@gov.bc.ca



Please consider the environment before printing.

MAIL TO: Murray Rosengren
494 Arbutus Dr
RR 1
Site 5, Comp 13
Mayne Island BC V0N 2J0

ASSIGNMENT INFORMATION SHEET

The terms of a permission provide for an assignment with the written consent of the Minister of Agriculture and Lands.

ITEMS REQUIRED TO OBTAIN CONSENT (File No.: 0336374)

- **ASSIGNMENT FEE \$250.00 + \$12.50 GST = \$262.50**
Our GST Registration No. is R107864738 Please make Cheque payable to Minister of Finance.
- **ORIGINAL ASSIGNMENT/ASSUMPTION AGREEMENTS (IN DUPLICATE)**
Must contain: **Date of Assignment AND All documents must be returned to this office within 60 days. Please ensure the following are correct:**
 - assignees; full names, addresses
 - if assignee is more than one party, indicate whether joint tenants or tenants in common
 - address as desired for future billing/communication
 - signatures of assignors/assignees
- **PROOF OF INSURANCE** in the amount of \$2,000,000 as per Article 9.2 of your permission agreement. Please have your insurer complete and return the enclosed BC Certificate of Insurance.
- **OTHER**
In accordance with **Section 78 of the Strata Property Act**, you must submit a certificate under the Seal of the Strata Corporation indicating that a **Special Resolution of the Mayne Island Resort Strata Plan VIS6703** was passed directing the Strata Corporation to acquire the Land more particularly described and shown on the

**Legal Description Schedule, to be used as Common Property for
Strata Moorage**

This Specific Permission for Strata Moorage is for 3 berths or less.

The permission must be in good standing with respect to rental, royalty and taxes and be diligently used.

If the assignee is a company or society, it must be registered in the Province of British Columbia or incorporated under the laws of Canada and be in good standing

Assignments are processed in accordance with current policy relating to land use involved unless the permission contains a specific condition regarding the assignment.

A portion of a permission cannot be assigned.

***** PLEASE NOTE *****

**ALL OF THE ABOVE ITEMS MUST BE SUBMITTED ACCURATELY IN
ALL DETAIL
INCOMPLETE OR INACCURATE SUBMISSIONS WILL BE RETURNED.**

Your Assignment Request will be handled by: Barbara Biss, Portfolio
Administrator

PHONE (250) 751-7248

Biss, Barbara ILMB:EX

From: Murray Rosengren [murray@mayneislandresort.com]
Sent: Tuesday, October 20, 2009 4:35 PM
To: Biss, Barbara ILMB:EX
Subject: Permission No: 113232

Hello Barbara,

Further to our phone conversation this morning I would like to request a change to our specific Permission No. 113232.

I would like the permission changed from private moorage 3 berths or less to private strata moorage 3 berths or less.

Thank you for your assistance and I look forward to hearing back from you.

Regards
Murray Rosengren.

*OK to assign to Strata Co. & change
purpose to strata moorage - 3 or less!
DR.*

Biss, Barbara ILMB:EX

From: Murray Rosengren [murray@mayneislandresort.com]
Sent: Wednesday, October 21, 2009 5:10 PM
To: Biss, Barbara ILMB:EX
Subject: Re: Permission No: 113232

Barbara,

Our strata corp is Mayne Island Resort Strata Plan VIS6703

Murray Rosengren
(250) 539-5119 office
(250) 539-3122 desk


On Wed, Oct 21, 2009 at 10:46 AM, Biss, Barbara ILMB:EX <barbara.biss@gov.bc.ca> wrote:

Murray

To change the purpose of the specific permission to strata moorage we need to do an assignment to put the specific permission in the name of the Strata Corp. Could you please provide me with the actual name of the Strata Corporation. We would also need a spécial resolution from the Strata Corporation to hold the tenure. This would be spelled out in the assignment information that you would be sent. We would do the assignment and change of purpose at the same time.

Barbara Biss

Barbara Biss
Portfolio Administrator
West Coast Service Centre
Integrated Land Management Bureau
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Nanaimo BC V9T 6J9
Phone: (250) 751-7248 Fax: (250) 751-7224
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Regards

Murray Rosengren.

Biss, Barbara ILMB:EX

From: Biss, Barbara ILMB:EX
Sent: Wednesday, October 21, 2009 10:46 AM
To: 'Murray Rosengren'
Subject: RE: Permission No: 113232

Murray

To change the purpose of the specific permission to strata moorage we need to do an assignment to put the specific permission in the name of the Strata Corp. Could you please provide me with the actual name of the Strata Corporation. We would also need a special resolution from the Strata Corporation to hold the tenure. This would be spelled out in the assignment information that you would be sent. We would do the assignment and change of purpose at the same time.

Barbara Biss

Barbara Biss
Portfolio Administrator
West Coast Service Centre
Integrated Land Management Bureau
142 - 2080 Labieux Rd
Nanaimo BC V9T 6J9
Phone: (250) 751-7248 Fax: (250) 751-7224
E-Mail: Barbara.Biss@gov.bc.ca



Please consider the environment before printing.

From: Murray Rosengren [mailto:murray@mayneislandresort.com]
Sent: Tuesday, October 20, 2009 4:35 PM
To: Biss, Barbara ILMB:EX
Subject: Permission No: 113232

Hello Barbara,

Further to our phone conversation this morning I would like to request a change to our specific Permission No. 113232.

I would like the permission changed from private moorage 3 berths or less to private strata moorage 3 berths or less.

Thank you for your assistance and I look forward to hearing back from you.

Regards
Murray Rosengren.



**BRITISH
COLUMBIA**
The Best Place on Earth

113232

May 25, 2009

File: 0336374

Murray Rosengren
Dave Hinton
494 Arbutus Dr
Site 5, Comp 13,
Mayne Island BC V0N 2J0

Dear Sirs:

Enclosed is an originally executed copy of Permission No. 113232 covering that part of District Lot 560, Cowichan District, containing 0.700 hectares more or less.

This Permission is issued in the name of Murray Rosengren and Dave Hinton, As Joint Tenants for an indefinite term commencing the 26th day of February, 2009, for private moorage purposes.

Should you have any further questions, please contact me at (250) 751-7248.

Yours truly,

Barbara Biss
Portfolio Administrator

Enclosures

pc: BC Assessment Authority, Capital
Islands Trust, Victoria



License No.

106202

File No. 0336374

THIS AGREEMENT dated for reference the 26th day of February, 1999.

IN PURSUANCE of the *LAND ACT* (Section 39).

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, represented
by the Minister of Environment, Lands and Parks,
Parliament Buildings, Victoria, British Columbia

(hereinafter called the "Owner")

OF THE FIRST PART

AND:

KENNETH ROBERT DAFOE
DALE KATHERINE DAFOE
PO Box 13, Bennett Bay
Mayne Island, British Columbia
V0N 2J0

as JOINT TENANTS

(hereinafter called the "Licensee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Owner has agreed to grant to the Licensee a license over that parcel of land described in the attached schedule entitled Legal Description (hereinafter referred to as the "Land");

NOW THEREFORE in consideration of the fee to be paid by and the covenants of the Licensee, the parties agree as follows:

Article I - Grant of License

(1.01) The Owner, on the terms set forth herein, hereby grants to the Licensee a license to enter on the Land for the purpose of constructing, operating and maintaining a Private Moorage Facility.

Article II - Duration

(2.01) The duration of this license and the rights herein granted shall be for a term of 10 years commencing on the 26th day of February, 1999 (hereinafter called the "Commencement Date") unless cancelled in accordance with the terms hereof.

Article III - License Fee

(3.01) The Licensee shall pay to the Owner, in advance, on the Commencement Date, the license fee as prescribed in the Fee Schedule attached.

Article IV - Covenants of the Licensee

(4.01) The Licensee covenants with the Owner

- (a) to pay the license fee due at the address of the Owner first above written or at such other place as the Owner may specify from time to time;
- (b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes") which the Licensee is liable to pay;
- (c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority in any way affecting the Land and improvements situate thereon, or their use and occupation;
- (d) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;
- (e) to deliver to the Owner from time to time, upon demand, proof of insurance required to be maintained by the Licensee, receipts or other evidence of payment of Realty Taxes, insurance premiums and other monetary obligations of the Licensee required to be observed by the Licensee pursuant to this License;
- (f) to indemnify and save the Owner harmless against all losses, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of
 - (i) any breach, violation or non-performance of any covenant, condition or agreement in this license by the Licensee,
 - (ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Licensee's occupation of the Land, and the Owner may add the amount of such losses, damages, costs and liabilities to the license fee and the amount so added shall be payable to the Owner immediately;
- (g) to keep the Land in a safe, clean and sanitary condition satisfactory to the Owner and to make clean and sanitary any portion of the Land or any improvement that the Owner may direct by notice in writing to the Licensee;
- (h) to permit the Owner, or his authorized representative to enter upon the Land at any time to inspect the Land and any improvements thereon;
- (i) to use and occupy the Land in accordance with the provisions of this license including those set forth in any Special Proviso Schedule;
- (j) on the expiration or at the earlier cancellation of this license
 - (i) to quit peaceably and deliver possession of the Land to the Owner,
 - (ii) to remove all buildings, machinery, plant equipment and apparatus and all other improvements to or things on the Land, from the Land,
 - (iii) to restore the surface of the Land to the satisfaction of the Owner, and to the extent necessary, this covenant shall survive the expiration or cancellation of this license;
- (k) to effect and keep in force during the term, insurance protecting the Owner and the Licensee (without any rights of cross-claim or subrogation against the

Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land to an amount not less than \$1,000,000.00 PROVIDED, however, that the Owner may, in his sole discretion, waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured;

- (l) notwithstanding subsection (k) of section 4.01, the Owner may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to that subsection be changed and the Licensee shall, within 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) of section 4.01 to be changed to the amount specified in the notice and deliver to the Owner written confirmation of the change;
- (m) not to interfere with the activities of any other person to enter on and use the Land under a prior or subsequent license granted by the Owner;
- (n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Owner;
- (o) not to dredge or displace beach materials on the Land without the prior written consent of the Owner;
- (p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land;
- (q) not to prohibit or restrict any person from passing over the Land.

Article V - Assignment

- (5.01) The Licensee shall not assign this license or sublicense any part of the Land without the prior written consent of the Owner.

Article VI - Cancellation

- (6.01) In the event that

- (a) the Owner requires the Land for his own use or in his sole discretion, considers that it is in the public interest to cancel the rights herein granted, in whole or in part;
- (b) the Licensee ceases to use the Land for the purposes permitted herein;
- (c) the Owner, in his sole discretion, considers that it is no longer necessary for the Licensee to use the Land for the purposes permitted herein;
- (d) the Licensee fails, in the opinion of the Owner, to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Owner gives written notice of the failure to the Licensee;

the Owner may on 90 days written notice to the Licensee, cancel this license and the rights herein granted, in whole or in part.

- (6.02) In the event that the Licensee fails to observe or perform any of the covenants, agreements, provisions or conditions contained herein, and such failure continues for a period of 60 days next after the giving of written notice by the Owner to the Licensee of the nature of the failure, the Owner may cancel this license in accordance with the *Land Act* and, notwithstanding subsection (j) of section 4.01, any building, machinery, plant equipment, and apparatus and all other improvements to the Land shall become, at the discretion of the Owner, the property of the Owner.

- (6.03) In the event that

- (a) the license hereby granted should be taken in execution or attachment by any person or the Licensee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors,
 - (b) The Owner discovers that the Licensee either in his application for this license or otherwise has, in the opinion of the Owner, misrepresented or withheld any fact material to the application,
- the Owner may on 90 days written notice to the Licensee, cancel this license and the rights herein granted.
- (6.04) Thirty days after the expiration or cancellation of this license, any improvements or fixtures that remain unremoved from the Land shall be absolutely forfeited to and become the property of the Owner and the Owner may remove them from the Land and the Licensee shall, on demand, compensate the Owner for all costs incurred by the Owner respecting their removal.
 - (6.05) The Licensee shall not be entitled to any compensation, whether for damages or otherwise, in respect of a cancellation of this license by the Owner under this Article.

Article VII - Security

- (7.01) The security in the sum of \$1,000.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Licensee to the Owner (herein called the "Security") to guarantee the performance of the Licensee's obligations under this license shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed; provided, however, that the Owner may, in his sole discretion, waive the requirements of this subsection.
- (7.02) In the event the Licensee should default in the performance of any of his obligations hereunder, it shall be lawful for the Owner, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Owner.
- (7.03) The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this license.
- (7.04) Notwithstanding section 7.01, the Owner may from time to time notify the Licensee that the amount of Security delivered by the Licensee to the Owner be changed and specify the amount of Security required by the Owner.
- (7.05) The Licensee shall, within 60 days of receiving the notice referred to in section 7.04, cause the amount of Security delivered to the Owner to be changed to the amount specified in the notice and provide the Owner with written confirmation of the change.

Article VIII - Notice

- (8.01) Where service of a notice or a document is required under this license, the notice or document shall be in writing and shall be deemed to have been served if delivered to, or if sent by prepaid registered mail addressed to, the Owner and the Licensee at the addresses specified for each on the first page of this license, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.
- (8.02) Either party may, by notice in writing to the other, specify another address for service of notices under this license and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

- (8.03) Notwithstanding section 8.01, any written notice to be served or given by the Owner to the Licensee under this license shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article IX - Miscellaneous

- (9.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Owner unless such waiver is expressed in writing by the Owner. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Owner to any act by the Licensee requiring the consent or approval of the Owner shall not be considered to waive or render unnecessary such consents or approvals to any subsequent similar act by the Licensee.
- (9.02) No remedy conferred upon or reserved to the Owner is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.
- (9.03) This license is subject to:
- (a) all subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Water Act* or *Wildlife Act*, or any extension or renewal of the same, whether or not the Licensee has actual notice of them;
 - (b) the exceptions and reservations of rights, interests, privileges and titles referred to in section 50 of the *Land Act*; AND
 - (c) any prior dispositions made pursuant to the *Land Act*.
- (9.04) The Licensee acknowledges and agrees with the Owner that
- (a) any interference with the rights of the Licensee under this license by virtue of the exercise or operation of the rights, privileges or interests described in section 9.03 shall not constitute a breach of the Owner's obligations hereunder and the Licensee releases and discharges the Owner from and against any claim for loss or damage arising directly or indirectly out of any such interference;
 - (b) all costs and expenses, direct or indirect, that arise out of any interference by the Licensee with the rights, privileges and interests described in section 9.03 shall be borne solely by the Licensee;
 - (c) he shall not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in section 9.03; AND
 - (d) all schedules attached to this license form an integral part of this license.
- (9.05) This license shall not entitle the Licensee to exclusive possession of the Land, and the Owner may grant licenses to others to use the Land for any purpose other than that permitted herein, so long as the grant does not materially affect the exercise of the Licensee's rights hereunder. The question of whether a grant materially affects the exercise of the Licensee's rights hereunder shall be determined by the Owner in his sole discretion.
- (9.06) The terms and provisions of this license shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.
- (9.07) Time is of the essence in this agreement.

Article X - Interpretation

- (10.01) In this license, unless the context otherwise requires, the singular includes the plu and the masculine includes the feminine gender and a corporation.
- (10.02) The captions and headings contained in this license are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.
- (10.03) Where in this license there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
- (10.04) If any section of this license or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this license as of the day and year first above written.

SIGNED on behalf of Her Majesty
the Queen in Right of the Prov-
ince of British Columbia by
British Columbia Assets and Land
Corporation, authorized repre-
sentative of the Minister of
Environment, Lands and Parks:

)
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)
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)
)


Authorized Signatory

SIGNED by
Kenneth Robert Dafoe
in the presence of:

)
)
)
)
)
)
)
)
)
)
)


Witness


Kenneth Robert Dafoe

SIGNED by
Dale Katherine Dafoe
in the presence of:

)
)
)
)
)
)
)
)
)
)
)

Witness


Dale Katherine Dafoe



License No.

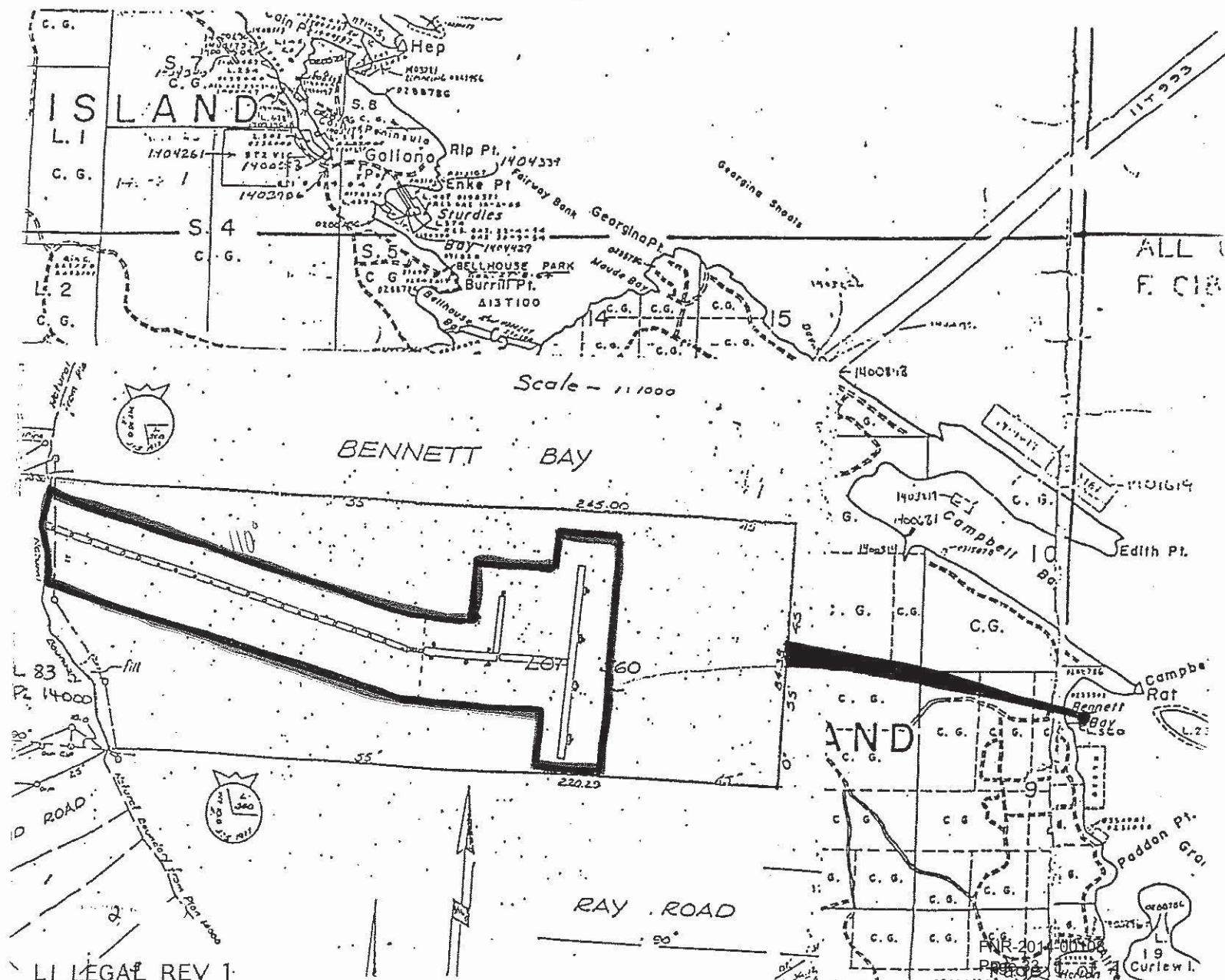
106202

File No. 0336374

1. Legal Description

That part of District Lot 560, Cowichan District; shown outlined on sketch below, containing 0.700 hectares, more or less.

2. Sketch Plan





License No.

1003202

File No. 0336374

For the purpose of this License

"Private Moorage Facility" means a single dock, wharf, or pier (including walkway ramp) or combination thereof, used for personal, non-commercial moorage use.

1. The Licensee shall not:

- (a) anchor or secure any buildings, structures or improvements on the Land except as provided for in this License, without the prior written consent of the Owner;
- (b) moor or secure any boat or structure to the Private Moorage Facility or on any part of the Land for use as a live-aboard facility, whether permanent or temporary;
- (c) interrupt or divert the movement of water or of beach material by water along the shoreline without the prior written consent of the Owner;
- (d) interrupt the full free right of the public to pass and repass, on foot, over the foreshore and across the Private Moorage Facility should it obstruct public passage over the foreshore.
- (e) use construction materials containing toxic substances, except in marine waters where use of preservative treated wood may be necessary;
- (f) store petroleum products or other toxic substances on the Land;
- (g) contravene the provisions of the Federal *Fisheries Act* or the Provincial *Fisheries Act*;
- (h) use mechanized equipment other than a pile-driver during the construction, operation or maintenance of improvements on the Land.

2. ADDITIONAL PROVISO

- (a) The Licensee covenants and agrees to develop the Land, in a diligent and workmanlike manner, in accordance with the Development Plan held on file at the office of the Owner.
- (b) In addition to the provisions for cancellation set out in this License, the Owner may cancel this License, upon 90 days written notice to the Licensee, should the Licensee transfer or assign his fee simple interest in all that parcel or tract of land more particularly described as:

Lot 83, Section 9, Mayne Island, Cowichan District, Plan 14000.

- (c) The Licensee covenants and agrees that at the request of the Owner the Licensee shall have a boundary survey of the Land completed by a British Columbia Land Surveyor under instructions from the Surveyor General, which shall be completed within 12 months of the request and at the expense of the Licensee.

- 5 -

Acceptance of Offer of licence

File No. 0336374

Ministry of Agriculture and Lands
Suite 142 - 2080 Labieux Road
Nanaimo, BC V9T 6J9

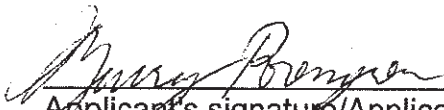
10007702

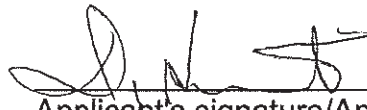
Dear Barbara Biss:

Re: Application for licence

- ☒ I/We accept the offer of licence made to me/us by way of a letter dated APR 16 2009 from the Ministry of Agriculture and Lands and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.
- ☐ I/We do not accept the offer of licence made to me/us by way of a letter dated APR 16 2009 from the Ministry of Agriculture and Lands.

DATED the 17 of MAY, 2009.


Applicant's signature/Applicant's
representative's signature


Applicant's signature/Applicant's
representative's signature

MURRAY BOSENGREN
Print name of person signing

DAVE HINTON
Print name of person signing





Ministry of Agriculture and Lands
Suite 142 - 2080 Labieux Road
Nanaimo, BC V9T 6J9

Telephone No: 250 751-7248
Facsimile No: 250 751-7224

GST Registration No: R107864738

Your contact is: Barbara Biss

Our file: 0336374

TENURE OFFER

Date APR 16 2009

MURRAY ROSENGREN
DAVE HINTON
494 Arbutus Dr
Site 5, Comp 13
Mayne Island, BC V0N 2J0

Dear Sirs:

Re: Your Application for a Tenure over Crown Land

Your application for a licence for private moorage purposes over:

That part of District Lot 560, Cowichan District containing 0.700 hectares more or less.

(the "Land") has been accepted by us subject to fulfillment of certain requirements. Accordingly, we are offering to you a licence on the terms and conditions set out in this letter.

This is to replace Licence 106202 which expired February 25, 2009.

Please be aware that you are required under this licence to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority which in any way affects your use and occupation of the Crown land and any improvements made to that land. If you have any concerns or questions regarding any such laws, bylaws, orders, directions, ordinances and regulations you are encouraged to seek legal advice.

Deadline for Your Acceptance of this Offer

This offer may be accepted by you within 45 days of the date of this offer (unless this deadline is extended in writing by us). To accept this offer, you must complete and return to us the enclosed acceptance page by that time. If you do not wish to accept this offer, please check the applicable box on the acceptance page and sign and return the page to us so that we may record your rejection of our offer.

1. Conditions of Offer

Enclosed are two copies of your licence. If you accept this offer by returning the acceptance page to us within the time set out above, you must then execute and return these documents to us within 45 days from the date of this letter together with all of the following:

Monies Payable

You must deliver to us the following amounts:

Replacement Fee	*\$	200.00
GST Total	\$	<u>10.00</u>
Total Fees Payable	\$	<u>210.00</u>

* denotes GST payable

Your cheque or money order must be payable to the Minister of Finance and be delivered to Suite 142 - 2080 Labieux Road Nanaimo, BC V9T 6J9. Please quote our file number when sending us your payment.

Insurance

You must effect and keep in force a current Homeowner's Insurance Policy or other personal lines residential insurance policy, including Comprehensive Personal Liability in an amount of not less than \$2,000,000.00 per occurrence.

You must make your insurer aware of this Agreement within 30 days of signing this Agreement.

Please sign **all** of the enclosed tenure documents in the spaces provided on the signature page, and **return all copies to our office.**

If you sign the licence documents and return them to us within 45 days from the date of this letter (unless this deadline is extended in writing by us), together with each of the items listed in this section, the licence documents will be signed on behalf of the Province. We will then return an executed copy of the licence to you. If the licence documents and each of the items listed in this section are not returned to us within 45

date from the date of this letter, we will be under no further obligation to issue the licence to you and this offer will terminate.

2. Acknowledgments of the Applicant

By accepting this offer, you agree that:

- (a) This offer cannot be transferred to another person.
- (b) This offer and the licence do not guarantee that
 - (i) the Land is suitable for your proposed use,
 - (ii) the Land can be built on,
 - (iii) there is access to the Land, or
 - (iv) the Land is not susceptible to flooding or erosion.
- (c) This offer will survive the signing and issuance of the licence but if any contradiction exists between the terms of this offer and the licence, the terms of the licence will prevail.
- (d) This offer does not give you any right to use or occupy the Land for any purpose.
- (e) Under the *Land Act*, this offer is not binding upon the Province until the licence is signed by the Province.
- (f) Time is of the essence in this offer.

3. Your Representations

By accepting this offer, you confirm that:

- (a) You (or your authorized representative) have inspected the Land and are fully aware of its condition.
- (b) You have knowledge of all municipal and regional bylaws regulating the use and development of the Land.
- (c) You acknowledge that you have no right to use or occupy the Land unless and until the licence is issued to you under this offer.
- (d) You are the registered owner of the upland property adjacent to the Land.

Freedom of Information

Personal information is collected under the *Land Act* for the purpose of administering Crown land. Information on your application, and if issued, your tenure, will become part of the Crown Land Registry, from which information is routinely made available to the public under freedom of information legislation.

Yours truly,

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character.

Authorized representative

Biss, Barbara ILMB:EX

From: Murray Rosengren [murray@mayneislandresort.com]
Sent: Friday, April 10, 2009 5:17 PM
To: Biss, Barbara ILMB:EX
Subject: Re: Private Moorage Licence which expired February 26/09
Attachments: Mayne Island Resort Foreshore License.jpg

Hello Barbara,

Attached are the documents as you requested. Please let me know if there is anything else needed.

Regards

Murray Rosengren

On Tue, Mar 3, 2009 at 5:31 PM, Biss, Barbara ILMB:EX <barbara.biss@gov.bc.ca> wrote:

Murray

This licence is still in the name of Keith and Dale Dafoe. We would like to offer you a Specific Permission for private moorage as you have stated that the dock is only used by the owner of Mayne Island Resort and not the guests of the resort.

As Mayne Island Resort Ltd. is the upland owner of the common property in which the dock sits in front of I will need a letter nominating someone to be on the tenure. I will also need upland owners consent from Mayne Island Resorts Ltd. allowing the tenure. The nomination letter should contain the full name and address that will be used on the document.


I have attached a sample upland owners consent letter for you to use.

<<Upland Owner consent letter.doc>>

Please return this information to me at your earliest convenience so we may get the documents out to you for signature. If you have any questions please do not hesitate to contact me.

Barbara Biss

Barbara Biss
Portfolio Administrator
Crown Land & Resources
West Coast Service Centre
Integrated Land Management Bureau
Ministry of Agriculture and Lands
142 - 2080 Labieux Rd
Nanaimo BC V9T 6J9
Phone: (250) 751-7248 Fax: (250) 751-7224
E-Mail: Barbara.Biss@gov.bc.ca

 Please consider the environment before printing.

UPLAND OWNER'S CONSENT LETTER

April 10, 2009

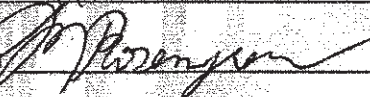
Dear Sirs

We, Murray Rosengren and Dave Hinton, the registered owners(s) Mayne Island Resort, do hereby unconditionally consent to issuance by Ministry of Agriculture and Lands (MAL), of a foreshore specific permission over those lands more particularly known and described as that part of District Lot 560, Cowichan District, containing .700 hectares more or less) to Dave Hinton and Murray Rosengren for a foreshore lease for an indefinite term.

Dave Hinton



Murray Rosengren



Island living... in style.

Phone: 250-539-3122

494 Arbutus Drive,
Site 5, Compartment 13,
Mayne Island, BC V0N 2J0

www.MayneIslandResort.com



FILE COPY

April 2, 2009

File: 0336374

Main Island Resort Ltd Inc. No. 0686428

s.22

Dear Sir:

On March 12, 2009 and March 27, 2009, we sent emails requesting a letter of nomination and a upland owner consent letter.

To date, we have not received their reply to our offer. Please submit your reply along with the items requested within the next 30 days. If we do not hear from you, we will assume that you are no longer interested in proceeding with our offer and we will record this offer as not accepted.

If you have improved or developed the land, please remove any remaining improvements and leave the land in a safe and clean condition within 60 days. Please provide a statutory declaration that you have no further interest in the area covered by the tenure, have vacated the area, removed all improvements and have left the Land in a clean, safe and sanitary condition. You are also requested to provide photographs of the site as additional verification that clean-up has taken place. We appreciate your cooperation in this regard.

If you have any questions or require additional information, please contact me at (250) 751-7248.

Yours truly,

for
Barbara Biss
Portfolio Administrator

McKinnon, Debbie S ILMB:EX

From: McKinnon, Debbie S ILMB:EX
Sent: Friday, March 27, 2009 10:51 AM
To: 'murray@mayneislandresort.com'
Subject: FW: Upland Owner Consent Letter

Hi Murray,

I just wanted to follow up on the requested nomination and upland owner consent letters. We are unable to replace the documents without both of these letters. Any idea when we will be able to expect the letters?

Thank you.

From: McKinnon, Debbie S ILMB:EX
Sent: Thursday, March 12, 2009 4:29 PM
To: 'murray@mayneislandresort.com'
Cc: Biss, Barbara ILMB:EX
Subject: Upland Owner Consent Letter

Hi Murray,

This is a follow up to Barb Biss's email dated March 3, 2009 requesting a letter of nomination and a upland owner consent letter.

Any idea when we can expect this? as were unable to complete the documents without this.

thanks

Debbie McKinnon
A/Portfolio Administrator
Crown Lands and Resources
Integrated Land Management Bureau
(250)751-7237

McKinnon, Debbie S ILMB:EX

From: McKinnon, Debbie S ILMB:EX
Sent: Thursday, March 12, 2009 4:29 PM
To: 'murray@mayneislandresort.com'
Cc: Biss, Barbara ILMB:EX
Subject: Upland Owner Consent Letter

Hi Murray,

This is a follow up to Barb Biss's email dated March 3, 2009 requesting a letter of nomination and a upland owner consent letter.

Any idea when we can expect this? as were unable to complete the documents without this.

thanks

Debbie McKinnon
A/Portfolio Administrator
Crown Lands and Resources
Integrated Land Management Bureau
(250)751-7237

BENNETT BAY

245.00

RAY ROAD

Approved
Development Plan

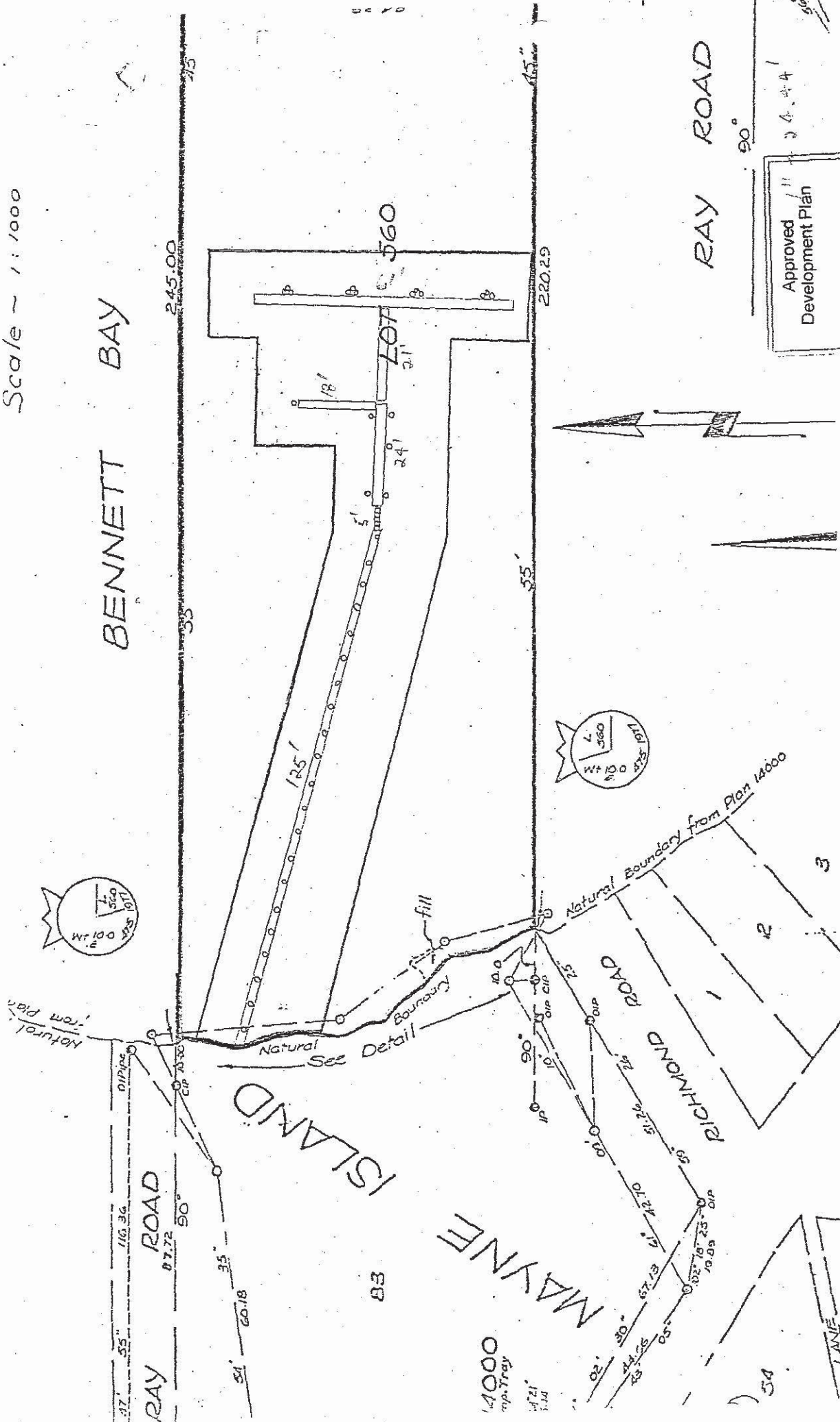
Approved by _____

Date Mar 3/09.

Replaced by

Date _____

FNR-2014-00108
Page 46



Biss, Barbara ILMB:EX

From: Biss, Barbara ILMB:EX
Sent: Tuesday, March 3, 2009 4:31 PM
To: 'murray@mayneislandresort.com'
Subject: Private Moorage Licence which expired February 26/09

Attachments: Upland Owner consent letter.doc

Murray

This licence is still in the name of Keith and Dale Dafoe. We would like to offer you a Specific Permission for private moorage as you have stated that the dock is only used by the owner of Mayne Island Resort and not the guests of the resort.

As Mayne Island Resort Ltd. is the upland owner of the common property in which the dock sits in front of I will need a letter nominating someone to be on the tenure. I will also need upland owners consent from Mayne Island Resorts Ltd. allowing the tenure. The nomination letter should contain the full name and address that will be used on the document.

I have attached a sample upland owners consent letter for you to use.



Upland Owner
consent letter.do.

Please return this information to me at your earliest convenience so we may get the documents out to you for signature. If you have any questions please do not hesitate to contact me.

Barbara Biss

Barbara Biss
Portfolio Administrator
Crown Land & Resources
West Coast Service Centre
Integrated Land Management Bureau
Ministry of Agriculture and Lands
142 - 2080 Labieux Rd
Nanaimo BC V9T 6J9
Phone: (250) 751-7248 Fax: (250) 751-7224
E-Mail: Barbara.Biss@gov.bc.ca



Please consider the environment before printing.

FACSIMILE TRANSMITTAL SHEET

TO: s.22

FROM: MURRAY ROSENGREN

ATTENTION: s.22

DATE: MAY 7, 2004

FAX NUMBER: 250-741-5686

TOTAL NO. OF PAGES INCLUDING COVER: 1

PHONE NUMBER: 250-741-5662

RE: FORESHORE LICENSE

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Further to my conversation with s.22 I am requesting the documents or package necessary for a transfer or assignment of the foreshore license # 106202 file number 0336374 "private moorage facility" to the new owners of the upland property, Dave Hinton and Phillip Murray Rosengren.

My mailing address is:

Site 8 comp33
RR1
Mayne Island BC
V0N 2J0

Phone: 250-539-2375
Murray Rosengren

20040518
No concerns per
Mike M.

SM



*Land and Water
British Columbia Inc.*

A corporation of the government of British Columbia

January 29, 2004

File: 0336374

~~M. Dale~~, Branch Manager

Bank of Montreal

~~3451 Saanich Road~~ 1626 MARTIN DRIVE
~~Victoria BC V8X 1W6~~ WHITE ROCK, BC V4A 6E7

Dear M. Dale:

Re: Tenure Security

Land and Water British Columbia Inc is currently reviewing all Safekeeping Agreements held in this office. Please confirm, in writing, that you are holding Safekeeping Agreement No. 0784-9072-451 in the amount of \$1000.00 from DAFOE, Kenneth. This Agreement was put in place January 09, 1992.

Please reply to the undersigned at your earliest convenience. Thank you for your attention in this matter.

Yours truly,

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal stroke.

C. Samarin

Finance and Administration Assistant

Please note this
letter has been
forwarded to the
above Branch @
Transit 0784

February 3, 2004

Land and Water British Columbia Inc.
501 - 345 Wallace St.
Nanaimo, B.C.
V9R 5B6
Fax: 250-741-5686

Attn: C. Samarin

File # 0336374

This is in response to your correspondence of January 29th, 2004. We confirm that we are holding certificate number 0784-9072-451 in the amount of \$1000.00 from Kenneth Dafoe.

We trust this information is satisfactory.

Yours truly,



Kathie Brodie
Asst. Br. Manager

BMO  **Bank of Montreal**

Kathie Brodie
Assistant Branch Manager

BMO Bank of Montreal
1626 Martin Drive
Surrey, BC V4A 6E7
Tel.: (604) 541-5669
Fax: (604) 541-5678
kathleen.brodie@bmo.com

January 29, 2004

File: 0336374

FILE COPY

M. Dale, Branch Manager
Bank of Montreal
3451 Saanich Road
Victoria BC V8X 1W6

Dear M. Dale:

Re: Tenure Security

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Yours truly,

C. Samarin
Finance and Administration Assistant

CS/bb
0336374.doc