

**SPECIFIC PERMISSION FOR
PRIVATE MOORAGE**

Permission No.:

241072

File No.: 2403652

Disposition No.: 866750

THIS PERMISSION is dated for reference October 31, 2008 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

**MICHAEL SIMPKINS and
NICOLA SIMPKINS
2842 Bellevue Ave
West Vancouver, BC V7V 1E8
As Joint Tenants**

(the "Owner")

WHEREAS:

- A. The Province has responsibility for the management of Crown land, including foreshore land and most submerged land;
- B. The Minister has the authority under section 11 of the *Land Act* to authorize the use of Crown land on terms and conditions which the Minister considers appropriate;
- C. The Minister wishes to provide a specific permission for the use of Crown land covered by water in British Columbia for Private Moorage Facility (as herein defined) purposes.

ACCORDINGLY, the Minister grants and the Owner accepts a specific permission for the construction and use of a Private Moorage Facility (as herein defined) on the following terms and conditions.

ARTICLE 1 - DEFINITIONS

1.1 In this document,

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"Land" means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Permission entitled "Legal Description Schedule":

THAT PART OF DISTRICT LOT 6354, GROUP 1, NEW WESTMINSTER DISTRICT,
CONTAINING 0.08 HECTARES, MORE OR LESS,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and subject to any changes to the area or boundaries of the Land that may be made from time to time in accordance with the terms of this Permission;

"Minister" means the minister responsible for the *Land Act*;

"Management Plan" means the most recent management plan prepared by you in a form acceptable to us, signed and dated by the parties, and held on file by us;

"Permission" means the Minister's permission as recorded in this document;

"Private Moorage Facility" means a structure used for the purpose of mooring boats and for providing pedestrian access to and from the moored boats, and can consist of a single dock, wharf, or pier (including walkway ramp) that is permanently affixed to aquatic Crown land, and any ancillary structures such as a boat lift and anchor lines. It is for the personal and private use by one or a number of individuals or a family unit for boat moorage;

"Province" means Her Majesty the Queen in Right of the Province of British Columbia;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

"Upland Property" means the parcel of non-aquatic land, being either privately owned or leased Crown land, which has riparian rights to the point at which the Private Moorage Facility is attached to land more particularly described as District Lot 4551, Group 1, New Westminster District;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Owner: that combination is referred to as “the parties”; and

“you” or “your” refers to the Owner.

ARTICLE 2 - CONDITIONS OF THIS PERMISSION

2.1 The rights granted in this Permission apply only under the following circumstances:

- (a) You will not construct, place, anchor, secure or affix any Improvement in, on, to or into the Land except as necessary for the purposes set out in the approved Management Plan and, despite those purposes, you will not construct, place, anchor, secure or affix anything on or to the Land that may interfere with the riparian right of access of any person over the Land without first obtaining from that person a statutory right of way or easement, in registrable form and in our favour, by which that person allows us to curtail his or her riparian right of access over the Land.
- (b) This Private Moorage Facility will be the only Private Moorage Facility on the frontage of the Upland Property.
- (c) Ownership of and liability for a Private Moorage Facility shall pass to and be binding upon your heirs, executors and assigns of the Owner.
- (d) You must not assign, mortgage or transfer this Permission, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- (e) A Private Moorage Facility shall be and shall remain your property unless you transfer the rights and obligations in a signed agreement with another person approved by us as per subsection 2.1 (d).
- (f) There are no other laws, bylaws or local government zoning restrictions which prohibit the installation and use of the Private Moorage Facility.
- (g) You understand that this Permission does not grant exclusive use and occupancy of the Land.

ARTICLE 3 - SIZE

3.1 The Private Moorage Facility's size must be as set out in the Management Plan, and the Management Plan must disclose the length and width of the Private Moorage Facility, the height of any proposed structures, the length and width of any connecting walkways which will be placed on Crown land and any ancillary structures or Improvements which will be part of or

used with the Private Moorage Facility.

- 3.2 No increase in any dimension of the Private Moorage Facility from the description in the Management Plan will be permitted unless you first obtain our written consent.

ARTICLE 4 - CONSTRUCTION

- 4.1 Do not interrupt or divert the movement of water or of beach materials by water along the shoreline.
- 4.2 No fill may be used in the construction or structure of the Private Moorage Facility.
- 4.3 Riparian vegetation on Crown land shall not be unduly disturbed.
- 4.4 Do not use crib foundations or solid core structures made of cement or steel sheeting in Private Moorage Facility construction.
- 4.5 The Private Moorage Facility must be either floating or suspended above the water.
- 4.6 Do not use construction materials containing toxic substances, except in marine waters where the use of a preservative-treated wood may be necessary.
- 4.7 Do not cut or remove timber on or from the Land without prior written consent and, being granted the right under the *Forest Act* to harvest Crown timber on the Land.

ARTICLE 5 - USE

- 5.1 The Private Moorage Facility shall be used for private, non-commercial moorage purposes only and the Owner of the Private Moorage Facility must not make the Private Moorage Facility available to others for a fee.
- 5.2 Do not moor or secure any boat or structure to the Private Moorage Facility for use as a live-aboard facility, whether permanent or temporary.

ARTICLE 6 - OTHER COVENANTS

- 6.1 You must
- (a) pay, when due,
- (i) the Realty Taxes, and

- (ii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (c) provide without compensation temporary accommodation to any vessel that is disabled or that seeks shelter in weather conditions that would render it unseaworthy;
- (d) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any governmental authority having jurisdiction in any way affecting your use or occupation of the Land or the Private Moorage Facility, and with
 - (ii) the provisions of this Permission;
- (e) ensure that the Private Moorage Facility does not interfere with public access over land;
- (f) keep the Private Moorage Facility and the Land in a safe, clean and sanitary condition;
- (g) not commit any willful or voluntary waste, spoil or destruction on the Land, except for the lawful discharge of wastes and emissions, or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land provided that, for the purposes of your covenant in this subsection, the lawful construction and operation and maintenance of the Private Moorage Facility allowed under this Permission will be deemed not to be a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (h) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (i) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
- (j) not store logs on the Land;
- (k) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*; and

- (l) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, you will immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land under this Permission to sale or forfeiture.

ARTICLE 7 - TERMINATION OF PERMISSION

- 7.1 There is no term or predetermined end date for this Permission, and your responsibilities and duties under this Permission will continue until either we or you revokes or otherwise terminates the Permission.
- 7.2 We may revoke this Permission for the Private Moorage Facility at any time in our sole discretion without incurring any liability to you whatsoever and you must remove all parts of the Private Moorage Facility from the Land within a specified number of days as determined by the us, leaving the Land in a safe, clean and sanitary condition.
- 7.3 If we revoke or terminate this Permission for any reason whatsoever, you shall have no right of compensation.
- 7.4 When you remove the Private Moorage Facility you must leave the Land in a safe, clean and sanitary condition acceptable by us. If you do not do so, we may clean and remediate the Land (including, if necessary, the removal of the Private Moorage Facility) and you will be responsible for the full cost of such cleaning and remediation.
- 7.5 If this Permission is terminated, all existing duties and responsibilities of yourself, your heirs, successors or assigns under this Permission will continue beyond the date of its termination.

ARTICLE 8 - OTHER DISPOSITIONS

- 8.1 You agree with us that
- (a) in addition to the other reservations and exceptions expressly provided in this Permission, this Permission is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
 - (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired, under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act* and *Water Act* (or any

prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist when this Permission takes effect and may be granted or acquired after this Permission takes effect and may affect your use of the Land;

- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist when this Permission takes effect; after this Permission takes effect we may grant such interests (including fee simple interests, leases, statutory rights of way and licences) however we will not grant any such interest that would result in the need to amend the Management Plan unless we have first complied with the requirements of this Permission with regard to the amendment of the Management Plan; subject to this you acknowledge your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Permission and the exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Permission does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b);
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Permission as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c).

ARTICLE 9 - LIABILITY AND INDEMNITY

- 9.1 You assume all responsibility and liability associated with the Private Moorage Facility and agree to indemnify us for any loss or expense incurred by us as a result of the existence or use of the Land or Private Moorage Facility by any person, including, without limitation,
- (a) any conflict between the existence or use of the Private Moorage Facility and the land use or riparian rights of any person;
 - (b) your breach or non-performance of any part of this Permission; and
 - (c) any personal injury (including death) or property damage caused in any way, wholly or partly, by the Private Moorage Facility or by your use of the Land.

- 9.2 Without limiting your obligations or liabilities under this Permission at your expense, effect and keep in force during the Term, a 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 per occurrence.
- 9.3 You must make your insurer aware of this Permission within 30 days of signing this Permission.

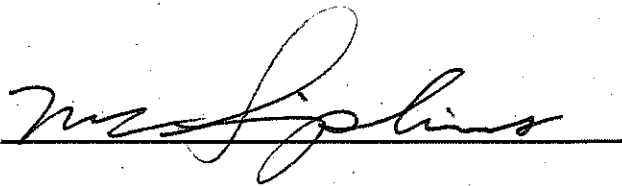
The parties have executed this Permission as of the date of reference of this Permission.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED BY
MICHAEL SIMPKINS



SIGNED BY
NICOLA SIMPKINS



area = 0.08 ha +/- 3d

24m±
30m±
36m±

26.125

6.36 A.

N. 47° 28' 30" W.

L. 6354

COOLIDGE

L. 6172

Scale: 1 Inch = 3 Chains:

COPIED FROM OFFICIAL PLAN 42.T.5...

License No.

236927

File No. 2403652

THIS AGREEMENT dated for reference the 4th day of May, 1998.

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:

MICHAEL SIMPKINS, and
NICOLA SIMPKINS
as "Joint Tenants"
2842 Bellevue Ave
West Vancouver, British Columbia
V7V 1E8

(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 31st day of October, 1998 (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 \$0.00 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.

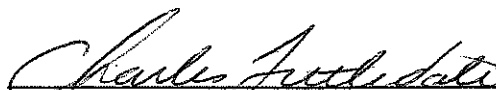
Article X - Interpretation

- (10.01) In this license, unless the context otherwise requires, the singular includes the plural 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 PROVINCE OF BRITISH
COLUMBIA by a duly authorized
representative of the Minister of
Environment, Lands and Parks in
the presence of:


Witness



For the Minister of Environment, Lands and Parks


SIGNED by
Michael Simpkins in the presence
of:


Witness


Michael Simpkins

SIGNED by
Nicola Simpkins in the presence
of:


Witness


Nicola Simpkins



License No.

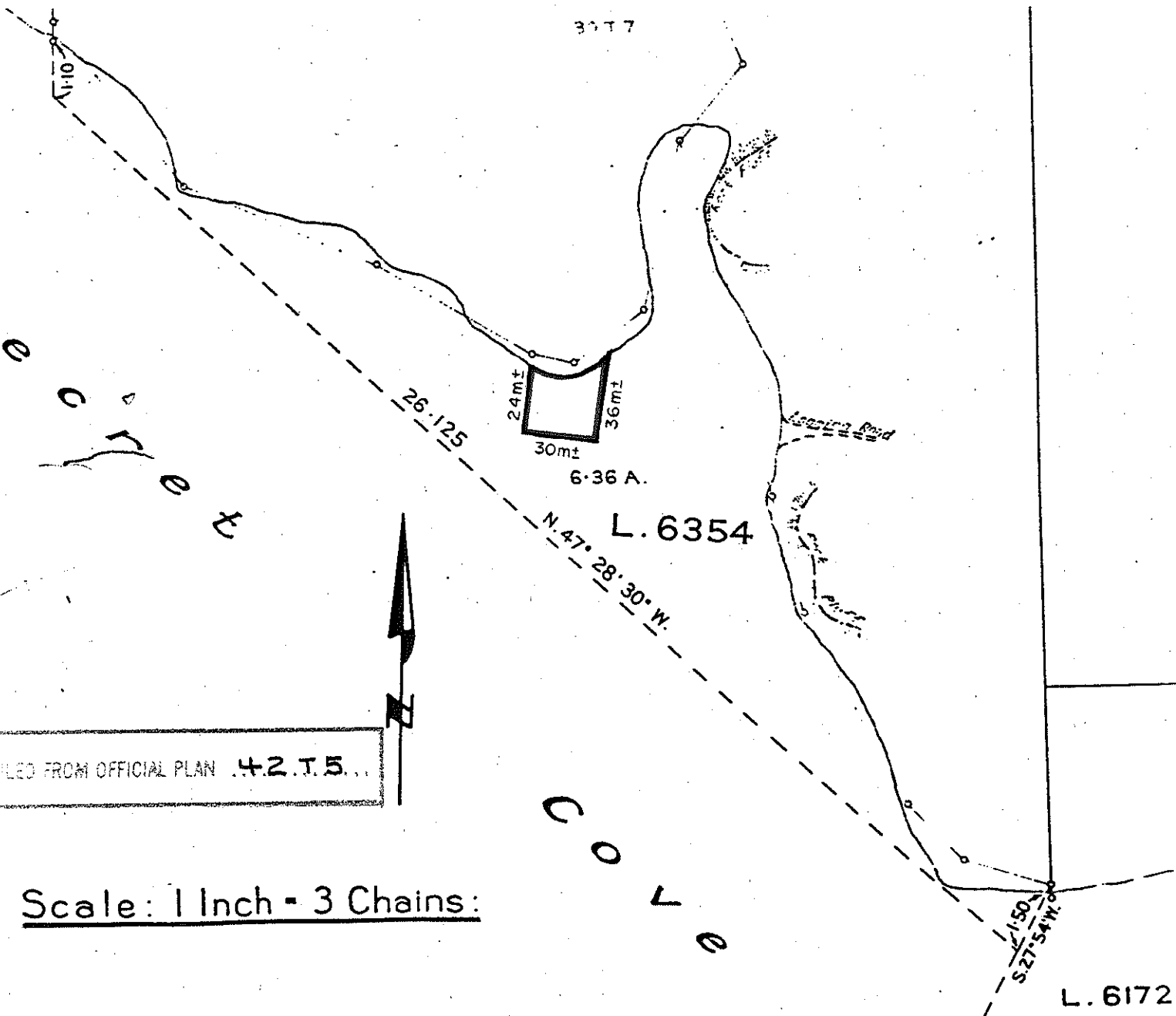
230927

File No. 2403652

1. Legal Description

That part of District Lot 6354, Group 1, New Westminster District, shown outlined on sketch below, containing 870.0 square metres, more or less.

2. Sketch Plan



License No.

236927

File No. 2403652

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 PROVISOS

- (a) There are no Additional Provisos.



FEE SCHEDULE

License No.

236927

File No. 2403652

THE FEE FOR THE TERM is the sum of \$600.00, the receipt and sufficiency of which is acknowledged.



BRITISH COLUMBIA

Ministry of Environment,
Lands and Parks

APPLICATION FOR CROWN
LAND & STAKING NOTICE
Land Act

NAME(S) OF INDIVIDUALS (PLEASE PRINT IN FULL)

Michael C. Simphins + Nicola Simphins

JOINT TENANTS ☐

TENANTS IN COMMON ☐

COMPANY OR SOCIETY NAME

APT. NO.

STREET ADDRESS:

2842 Bellevue Ave.

POST OFFICE BOX NUMBER

CITY/TOWN

West Vanc.

PROVINCE

BC.

POSTAL CODE

V7V 1E8

HOME PHONE

s.22

BUS. PHONE

FAX NUMBER

s.22

COMPANY OR SOCIETY INCORPORATION NUMBER:

NON-REFUNDABLE APPLICATION FEE ENCLOSED

YES ☒ NO ☐

AGE: 19 OR OVER

s.22

CANADIAN CITIZEN

s.22

LOCATION OF CROWN LAND

L 6354, Group 1, New Westminster Dis

AREA IN HECTARES 0.0870 H.

870 sq. m.

LEGAL OR BOUNDARY DESCRIPTION:

A) IF SURVEYED, GIVE LEGAL DESCRIPTION:

B) IF UNSURVEYED, PLEASE SEE REVERSE FOR STAKING INSTRUCTIONS AND PROVIDE A DESCRIPTION OF BOUNDARIES:

COMMENCING AT A POST PLANTED

BY

THEN METRES IN A DIRECTION; THEN METRES IN A DIRECTION;
THEN METRES IN A DIRECTION; THEN METRES IN A DIRECTION;

DATE LAND STAKED: PLEASE ATTACH A MAP OR SKETCH SHOWING THE AREA

INTENDED LAND USE AND PERIOD OF OCCUPATION REQUIRED:

ANY OTHER CROWN LAND HELD BY APPLICANT:

YES ☐ NO ☒

IF YES, STATE TYPE AND TENURE NUMBER:

I hereby certify that all information given in this application for Crown land and Staking Notice is true and correct and that I am an authorized agent - signatory (if company)

Applicants signature(s)

Signature

Date:

April 11 / 98

Information contained in this application is public. Please see reverse for Freedom of Information and Protection of Privacy legislation.

FOR OFFICE USE ONLY

FILE NUMBER:

2403652

TAS CODING:

CLA PROJECT #



THIS AGREEMENT executed in triplicate and dated for reference the 30th day of August, 1988, IN PURSUANCE OF THE LAND ACT (Section 36).

LICENSE No. 233771
FILE No. 2403652

Between HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister Responsible for Crown Lands, Parliament Buildings, Victoria, British Columbia

(hereinafter called the "Owner") OF THE FIRST PART
and CLARKE SIMPKINS, s.22 and RUTH SIMPKINS, s.22
both having an address of delivery at:
4767 Belmont Street
Vancouver, British Columbia,
V6T 1A8 (hereinafter called the "Licensee") OF THE SECOND PART

WITNESSES THAT WHEREAS the Owner has agreed to grant to the Licensee a license over that parcel of land described in the schedule attached 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 purposes described in the schedule attached entitled Special Proviso (hereinafter called the "Special Proviso Schedule").

Article II — Duration

- (2.01) The duration of the license and the rights herein granted shall be for a term of
Ten (10) years commencing on the
31st day of October 1988
(herein 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
- 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;
 - 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");
 - to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;
 - 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 owners or occupiers of adjoining land;
 - 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;
 - 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
 - any breach, violation or non-performance of any covenant, condition or agreement in this license by the Licensee,
 - 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;
 - 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;
 - to permit the Owner, or his authorized representative, to enter upon the Land at any time to inspect the Land and any improvements thereon;
 - to use and occupy the Land in accordance with the provisions of this license including those set forth in the Special Proviso Schedule;

- on the expiration or at the earlier cancellation of this license
 - to peaceably quit and deliver possession of the Land to the Owner,
 - to remove all buildings, machinery, plant equipment and apparatus and all other improvements to or things on the Land,
 - 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;
- 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.
- 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;
- 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;
- 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;
- not to dredge or significantly displace beach materials on the Land without the prior written consent of the Owner;
- 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;
- 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
- 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,
 - the Licensee ceases to use the Land for the purposes permitted herein,
 - 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,
- 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 section (4.01) (j), any buildings, 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 hereunder granted should be taken in execution or attachment by any person if the Licensee commits an act of bankruptcy, becomes insolvent or is sequestrated 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 \$ 0.00 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 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 Act, Mining (Placer) 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) any prior dispositions made pursuant to the Land Act, AND
- (c) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of 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 60 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 referred to in 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 plural 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 Province of
British Columbia by a duly authorized
representative in the presence of:

Krummer
#210 - 4240 Manor Street
Burnaby, B.C. V5G 1B2

[Signature]
Authorized Representative

SIGNED by CLARKE SIMPKINS
in the presence of:

[Signature]
—
— s.22 —

[Signature]
Signature of Licensee

SIGNED by a duly authorized
signatory of

in the presence of:

Authorized Signatory

SIGNED by RUTH SIMPKINS
in the presence of:

[Signature]
—
— s.22 —

Ruth L. Simpkins
Signature of Licensee

c/s



LICENSE No.

233771

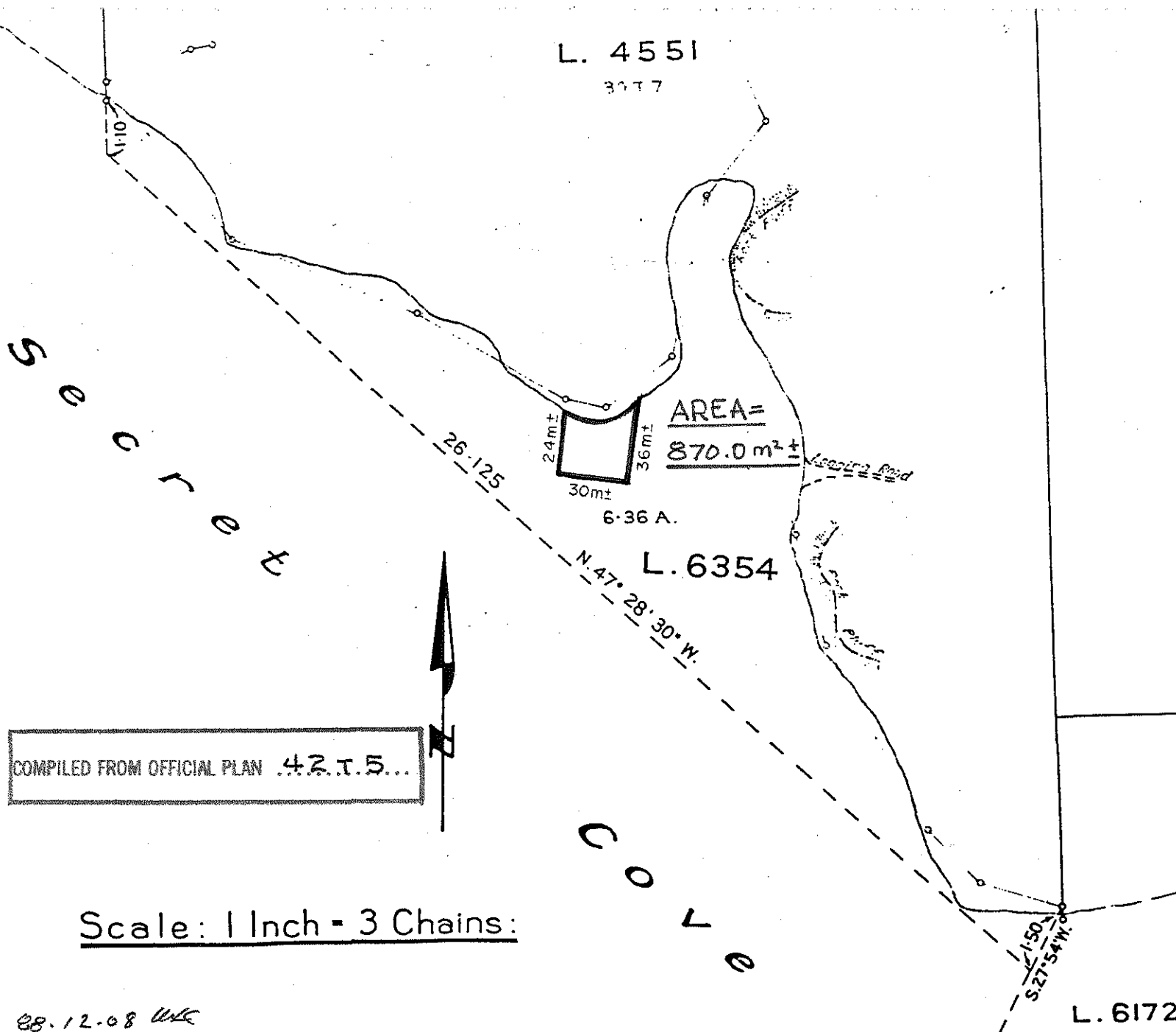
FILE No.

2403652

1.1 Legal Description

That part of District Lot 6354, Group 1, New Westminster District, shown outlined in red on plan below and containing 870.00 square metres, more or less.

L57d (2/83) M-341 M28-825





LICENSE No.

233771

FILE No.

2403652

PRIVATE MOORAGE

1.1 Purpose

The Licensee shall use the Land only for the purpose of constructing, operating and maintaining a Private Moorage Facility.

1.2 Special Provisions

In this Management Plan

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

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) interrupt the movement of beach material by water along the shoreline;
- (c) impede public access to and use of the foreshore;
- (d) use construction materials containing toxic substances, except in marine waters where the use of preservative treated wood may be necessary;
- (e) store petroleum products or other toxic substances on the Land;
- (f) use mechanized equipment other than a pile-driver during the construction, operation or maintenance of improvements on the Land.

1.3 Additional Provisions

- (a) Notwithstanding Article VI of this license, in the event of a cancellation of this license by the Owner, under section 6.01 (a) or (c) the Owner shall within 60 days of the date of cancellation refund to the Licensee a prorated amount of the license fee.



LICENSE No.	233771	FILE No.	2403652
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The fee for the term shall be the sum of \$ 600.00, payable in advance, on the Commencement Date.

LICENSE No.

233771

FILE No.

2403652

FOR OTHER
FILE

M. = Mortgage in fee.
R.P. = Right to purchase.
S.R.P. = Sub-right to purchase.
L.P. = Lis pendens.
L. = Lease.
R.C. = Restrictive covenant.

This certificate of indefeasibility shall state the title of any person or persons claiming possession of and rightly entitled to the land included in same at the time of which this certificate was granted, and shall continue in possession, and is subject to the following exceptions:

- (1) The subsisting exceptions contained in the original grant.
- (2) Any Dominion or Proprietary interest assessed at the date of registration imposed or may thereafter be imposed on the land;
- (3) Any municipal charge, rate or tax imposed on the date of the application for registration imposed or which may thereinafter be imposed on the land, or which has been imposed for local improvement and which was not then existing, including any charge, rate or tax imposed by any public corporation or taxing powers over an area in which the land is situated;
- (4) Any lease, or agreement for lease, not exceeding three years from the date of actual occupation under it;
- (5) Any public highway or right of way, easement, or right of watercourse;
- (6) Any right of expropriation or compulsory purchase;
- (7) Any liens or mortgages, or other charge, or the benefit of creditors or the benefit of authorized assignment under the provisions of the Act registered since the date of the application for registration;
- (8) Any condition, covenant, restriction, or interest noted or recorded on the title;
- (9) The right of any person to claim the whole or any portion of the land by prescription of boundaries not previously included in this certificate;
- (10) The right of any person to claim the land from the registered owner or from whom he derived his right or title if he has paid for value has participated in the transaction;
- (11) Any restrictive condition, obligation imposed on the land, or any other matter when noted and endorsed on the title.

This Certificate may
Act Amendment Act



One (1)

NEW WESTMINSTER DISTRICT

Registry

This certificate of indefeasible title is void as against the title of any person adversely in actual possession of and rightly entitled to the land included in same at the time of the application upon which this certificate was granted, and who continues in possession, and is subject to—

- (a) The subsisting exceptions or reservations contained in the original grant from the Crown;
- (b) Any Dominion or Provincial tax, rate, or assessment at the date of the application for registration imposed or made a lien or which may thereafter be imposed or made a lien on the land;
- (c) Any municipal charge, rate, or assessment at the date of the application for registration imposed or which may thereafter be imposed on the land, or which had theretofore been imposed for local improvements or otherwise and which was not then due and payable, including any charge, rate, or assessment imposed by any public corporate body having taxing powers over an area in which the land is situate;
- (d) Any lease, or agreement for lease, for a period not exceeding three years, where there is actual occupation under the same;
- (e) Any public highway or right-of-way, water-course, or right of water, or other public easement;
- (f) Any right of expropriation by Statute;
- (g) Any lis pendens or mechanics' lien, judgment, caveat, or other charge, or any assignment for the benefit of creditors or receiving order or authorized assignment under the *Bankruptcy Act*, registered since the date of the application for registration;
- (h) Any condition, exception, reservation, charge, lien, or interest noted or endorsed thereon;
- (i) The right of any person to show that the whole or any portion of the land is by wrong description of boundaries or parcels improperly included in this certificate;
- (j) The right of any person to show fraud, wherein the registered owner or wherein the person from or through whom the registered owner derived his right or title otherwise than *bona fide* for value has participated in any degree;
- (k) Any restrictive condition, right of reverter, or obligation imposed on the land by the *Forest Act* when noted and endorsed thereon.

This Certificate may be affected by the Land Act Amendment Act 1951.

From Certificate No. 335597-L

No. 454795-L



FORM F (Section 143)

Certificate of Indefeasible Title

Date of application for registration, the 31st day of May at 12:47 p.m., 1962

Register, Vol. 2584

SUNNY HARBOUR ESTATES LTD.

1030 West Georgia Street

This is to certify that

is absolutely and indefeasibly entitled in fee-simple, subject to such charges, liens, and interests as are notified by endorsement hereon, and subject to the conditions, exceptions, and reservations set out hereon, to that

piece of land situate in the VANCOUVER ASSESSMENT DISTRICT

and Province of British Columbia, and more particularly known and described as:—

District Lot Four Thousand Five Hundred and

Fifty-one (4551)

Group One (1)

NEW WESTMINSTER DISTRICT

SUNNY HARBOUR ESTATES LTD.

SHAREHOLDERS - 1983, 1987

*Wynne & Murphy :-
Liam & Alice :-*

<u>Lot No.</u>	<u>Name</u>	<u>Address</u>	<u>Phone</u>
✓ 1.	<i>HELEN & RAY DAVIDSON</i> Mrs. Pam Barnsby		
	<i>IN PROCESS OF BUYING</i>		
2.	Dr. & Mrs. F. R. Farish		
3.	Mr. Len Wannop		
4.	Mr. Harold Chursinoff		
✓ 5.	Mr. & Mrs. Kenneth Bailey		
	<i>NORTH</i>		
✓ 6.	<i>MR. RALPH BANKS</i> Mr. Victor R. Hogg		
	<i>(IN PROCESS OF BUYING)</i>		
7.	Mrs. Margaret Thatcher		
8.	<i>Ivan Francis DeWet</i> Mr. & Mrs. Douglas M. Walker		s.22
✓ 9.	Dr. R. G. Wilson		
10.	Mr. Michael C. Simpkins		
✓ 11.	Mr. & Mrs. Clarke Simpkins		
✓ 12.	Mr. Paul Hjorth		
13.	Mr. & Mrs. Donald H. Pye		
14.	Mr. & Mrs. Clarke Simpkins		

L. G. Wannop
177 22nd Street
West Vancouver, B.C.
V7V 4B8

MINISTRY OF FORESTS & LANDS
LANDS DIVISION

March 16, 1987

Ministry of Forests & Lands
Attn: Larry Sorken
4240 Manor Street
Burnaby B.C. V5G 1B2

MAR 19 1987

#210-4240 MANOR STREET
BURNABY, B.C. V5G 1B2

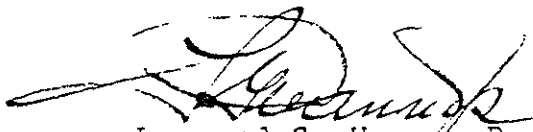
Dear Mr. Sorken,

Thank you for the help you are giving to us re the applications for water lot leases in front of our share lots at the Sunny Harbour Estates Ltd., on the Sechelt Peninsula.

In accordance with our telephone conversation, I am herewith attaching a copy of the Certificate of Title which covers the parcel of Sunny Harbour Estates Ltd., within which all of the share lots are located. I understand that this one title document will serve for all of the Share-Lot Owner Applications for Water Lot Leases.

You will also find attached a map of the D.L. 4551 showing each of the Share Lots as well as a list of the present Share-Lot Owners. I trust that these documents will serve for all the applications as they come in. Thanking you for your help, I remain,

Yours truly,


Leonard G. Wannop P. Eng.
President

Would you please be so kind as to send one more set of Application forms to:

Mr. Derrick Simpkins Mr. Ralph Banks
c/o Mr. Clarke Simpkins and

s.22

s.22

cc:

Thank you.

Mrs. Helen Davidson
Dr. & Mrs. Farish
Mr. Harold Chursinoff
Mr. Ralph Banks
Mrs. Margaret Thatcher
Mr. & Mrs. D.M. Walker

Dr. R.G. Wilson
Mr. Michael C. Simpkins
Mr. & Mrs. Clarke Simpkins
Mr. Derrick Simpkins
Mr. & Mrs. Donald H. Pye



FORM NO. 1

LAND ACT

NOTICE OF INTENTION TO APPLY FOR A DISPOSITION OF CROWN LAND

In Land Recording District of New Westminster

* Here de-
scribe by
giving name of
lake, moun-
tain, stream,
village, etc.,
in vicinity.

and situated* in Seart Cove adjoining Sechart

Take notice that Clarke & Ruth Simpkins

of Vancouver, occupation s.22

intends to apply for a water lease of the following described lands:

Where land is
surveyed and
evidence of
survey is avail-
able complete
(a).

(a) [Give legal description] Lot 11 - DL 4551 - South

Shore wharf - Float & Ramp - with
sufficient abutting space for private
boat dockages containing ha

Red flag posted at shore attachment area.

Where land is
unsurveyed or
where no
evidence of
survey is
available com-
plete (b).

(b) Commencing at a post planted†

† Locate with
reference to
some survey
post if possible.

thence ; thence ;

thence ; thence ;

and containing ha more or less.

‡ Be as
specific as
possible.

The purpose for which the disposition is required is ‡ Private boat dock.

Clarke Arthur Simpkins

(Name of applicant in full)

(Name of agent if applicable)

Dated Oct 31, 1989

STAKING CROWN LAND

Before making an application for Crown Land

— where the land is unsurveyed or is part of a surveyed parcel and the point of commencement is not a surveyed corner

an applicant is required to identify the land by the process of staking.

This is done by attaching the hard copy of this form to a post, at least a meter high above ground, firmly fixed in the ground at one corner of the land.

An application for Crown Land must then be filed within 30 days of staking with a Land Commissioner.

NOTE: THERE IS NO RIGHT ACQUIRED WHATSOEVER TO ANY CROWN LAND BY REASON OF:

- STAKING THE LAND
- PUBLISHING A NOTICE OF INTENT TO APPLY FOR CROWN LAND
- FILING AN APPLICATION FOR CROWN LAND.

DESCRIBING A STAKED LAND AREA

1. Boundary lines of the staked area must be, as much as possible,
 - astronomically true north, south, east and west so that a rectangular lot is formed
 - in multiples of 200 meters with the smallest allowable jog being, in exceptional cases, 100 meters.
2. Where the topographical features of the area do not allow for rectangular boundary lines running true north, south, east and west, then boundaries will be permitted in other directions as long as they do not interfere with the orderly survey of other surrounding land.
3. The side lines for small parcels fronting on lakes, rivers, tidal waters and on certain surveyed highways shall, where possible, be parallel to each other and perpendicular to the general trend of the features on which the small parcel fronts.
4. The side lines for unsurveyed foreshore shall, as a general rule, be laid out at right angles to the general trend of the shore. This may be varied to suit special conditions, but encroachment on the foreshore fronting adjoining lands shall be avoided. The outside or waterward boundary shall be a straight line or series of straight lines joining the outer ends of the side boundaries. On narrow bodies of water the outside boundary shall not normally extend beyond the near edge of the navigable channel.

Nov 10/87

Mr Larry Sorken
Ministry of Forest & Lands
McLaren Centre
Burnaby

660 5509

Dear Mr Sorken:

Earlier this year you wrote and discussed with our president Mr L Wannop your new requirements in foreshore leases for private boat ~~moorage~~ ^{moorage}. Attached is our application & the materials you wish to support it.

You already have basic title certificates for the whole Tunny Harbor area - this is the one addition item listed. Check for 25.00 is included. Have application

following - one to the east of mine and one to the west.

Please let me know if there is anything else you need.

Yours truly

Clarke A. Simpkins



Referral Summary Report

APPLICANT NAME <i>SIMPKINS, CLARKE & RUTH.</i> s.22			DISTRICT OFFICE ADDRESS		
APPLICATION DATE <i>Nov 17/87</i>	REF. MAP No. <i>929/12d.</i>	FILE No. <i>2403652</i>	<i>U.F. 4551 GR 1.</i>		
LOCATION OF LAND <i>SECRET COVE.</i>			PARCEL SIZE <i>2 ha. ±</i>		
LEGAL DESCRIPTION <i>Portions of D.L. 4551. Lot 11 GR 1.</i>					
PROPOSED USE			PURPOSE <i>Private Wharf.</i>		STATUS <i>REQUESTED 87-11-30</i>

SUMMARY OF RESPONSES			RESPONSE AND ORDER												NOTIFICATION DATE
AGENCY/ORGANIZATION	DATE SENT	DATE RECEIVED	POSITIVE	1st	2nd	3rd	4th	1st	2nd	3rd	4th	NEGATIVE		NO INTEREST	
AGRICULTURE & FOOD															
ENVIRONMENT B.C.															
- FISH & WILDLIFE															
- MARINE RESOURCES															
- POLLUTION & WATER CONTROL															
ENVIRONMENT CANADA															
FISHERIES & OCEANS CANADA															
FORESTS															
- FOREST MANAGEMENT															
- RANGE DIVISION															
HEALTH															
LANDS, PARKS & HOUSING															
- PARKS & OUTDOOR RECREATION															
ENERGY, MINES & PETROLEUM RESOURCES															
REGIONAL DISTRICT/MUNICIPALITY															
TRANSPORTATION & HIGHWAYS															
OTHER															

SUMMARY OF ANALYSIS AND CONFLICT RESOLUTION (USE REVERSE IF NECESSARY)

RECOMMENDATION

☐ ALLOWANCE

☐ CONDITIONAL ALLOWANCE

☐ DISALLOWANCE

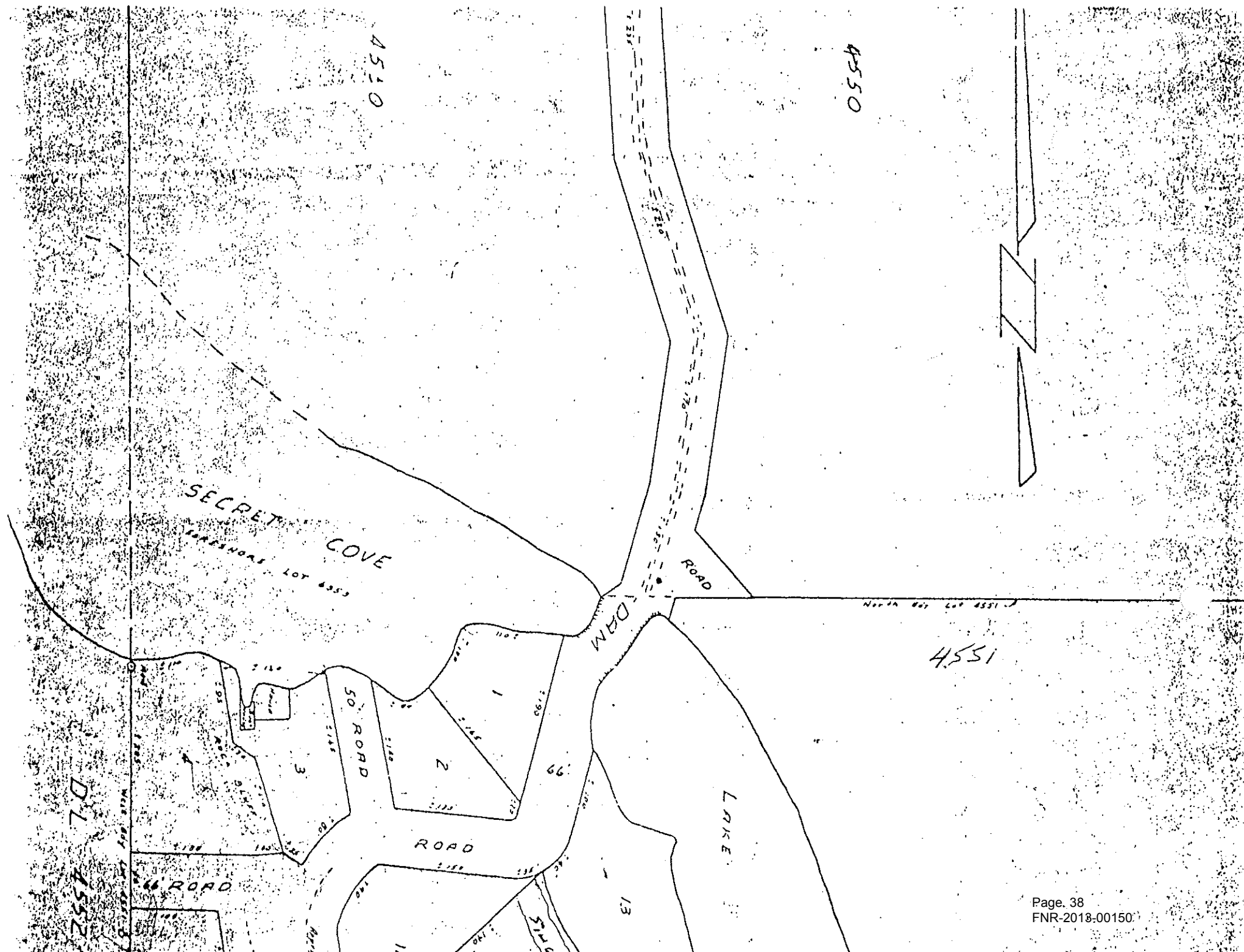
☐ UNRESOLVED—REFERRED TO REGIONAL DIRECTOR

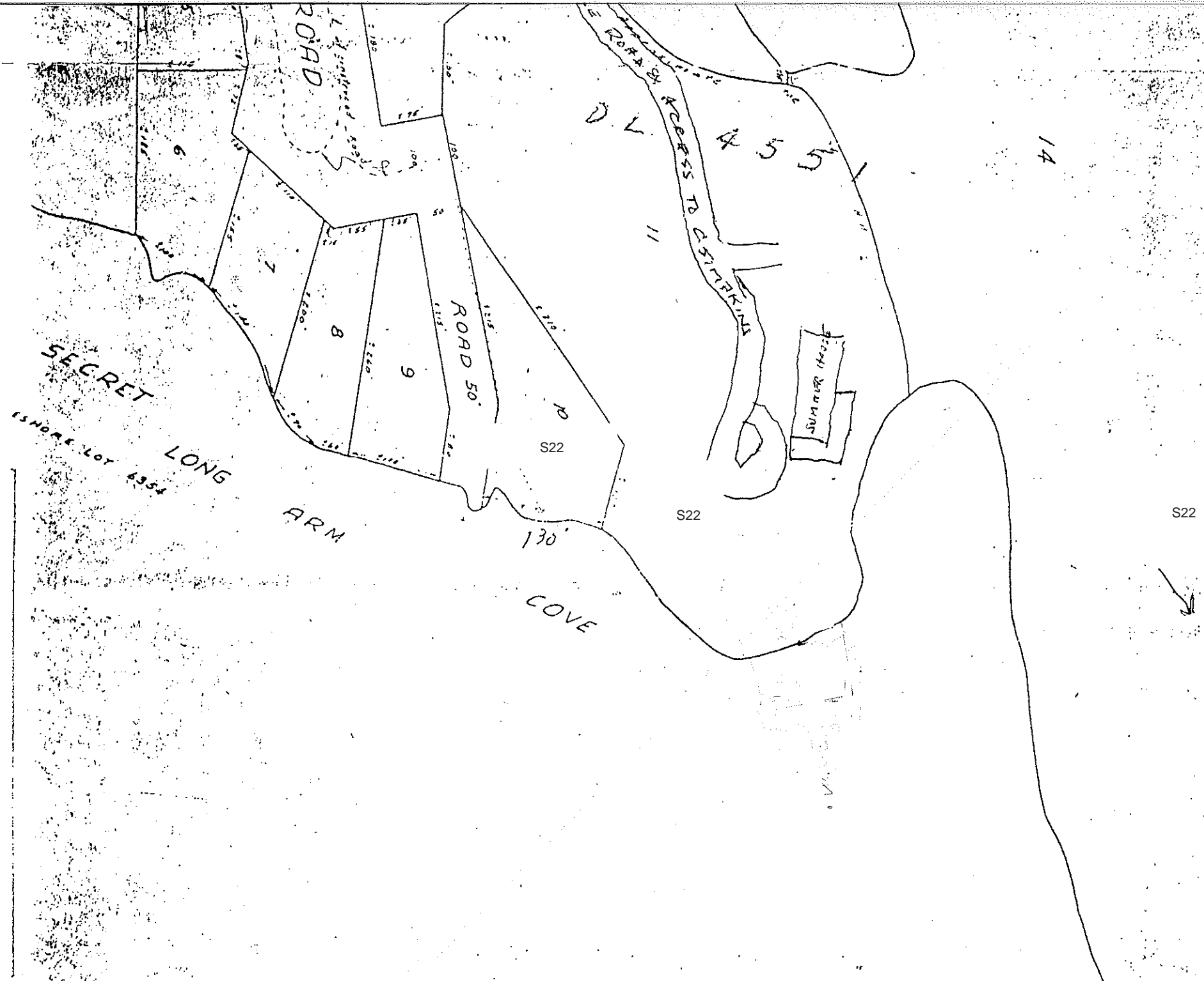
DISTRICT LAND MANAGER

REGIONAL DIRECTOR

DATE

DATE





RNAGAIN I.

~~SECRET~~

COVE

EX-PLAN
7978

SECRET COVE

A B C
PLAN 12916

A
PLAN
9892

PLAN
16888
3

4550

7	8	9
---	---	---

6975

LOT

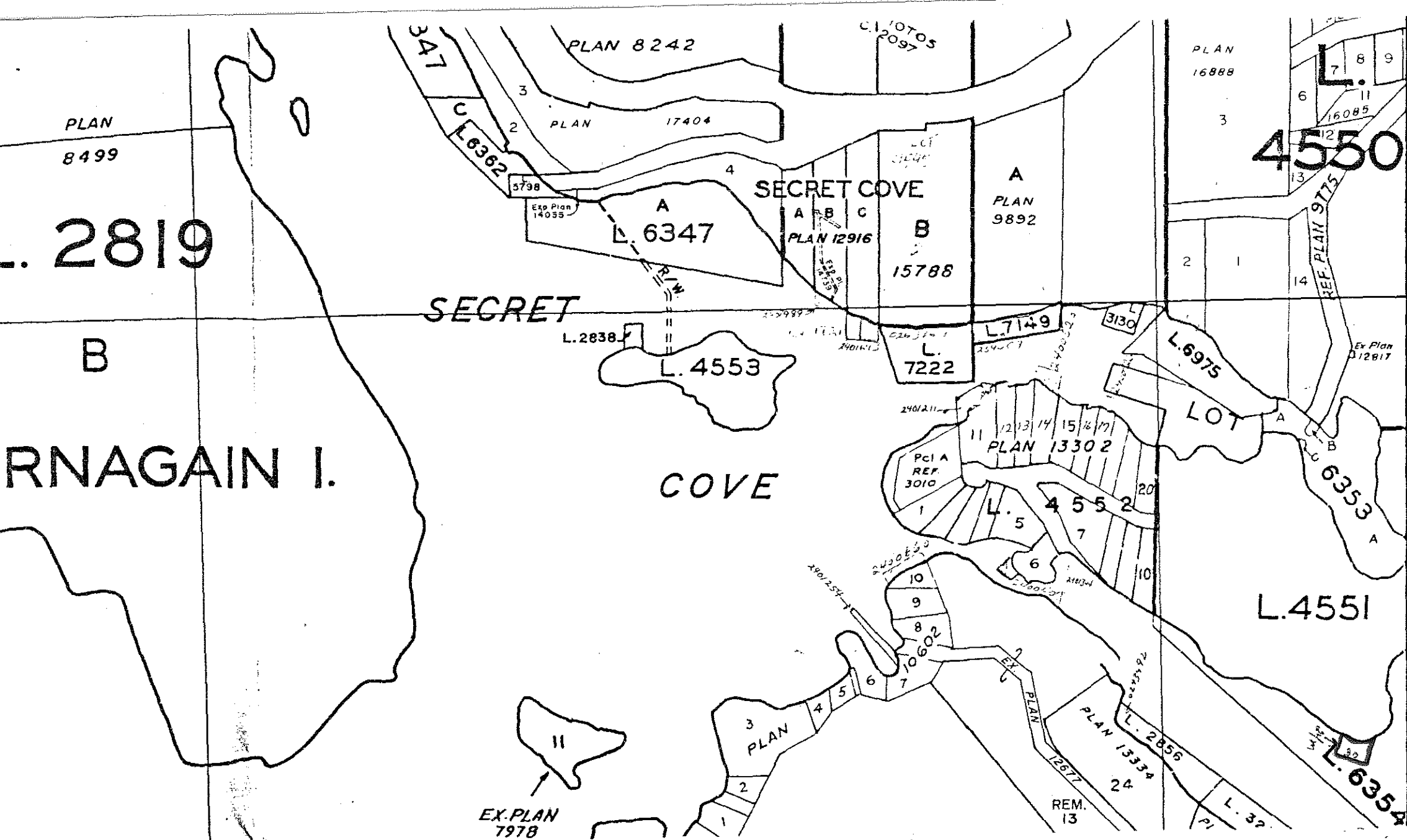
6353

L.4551

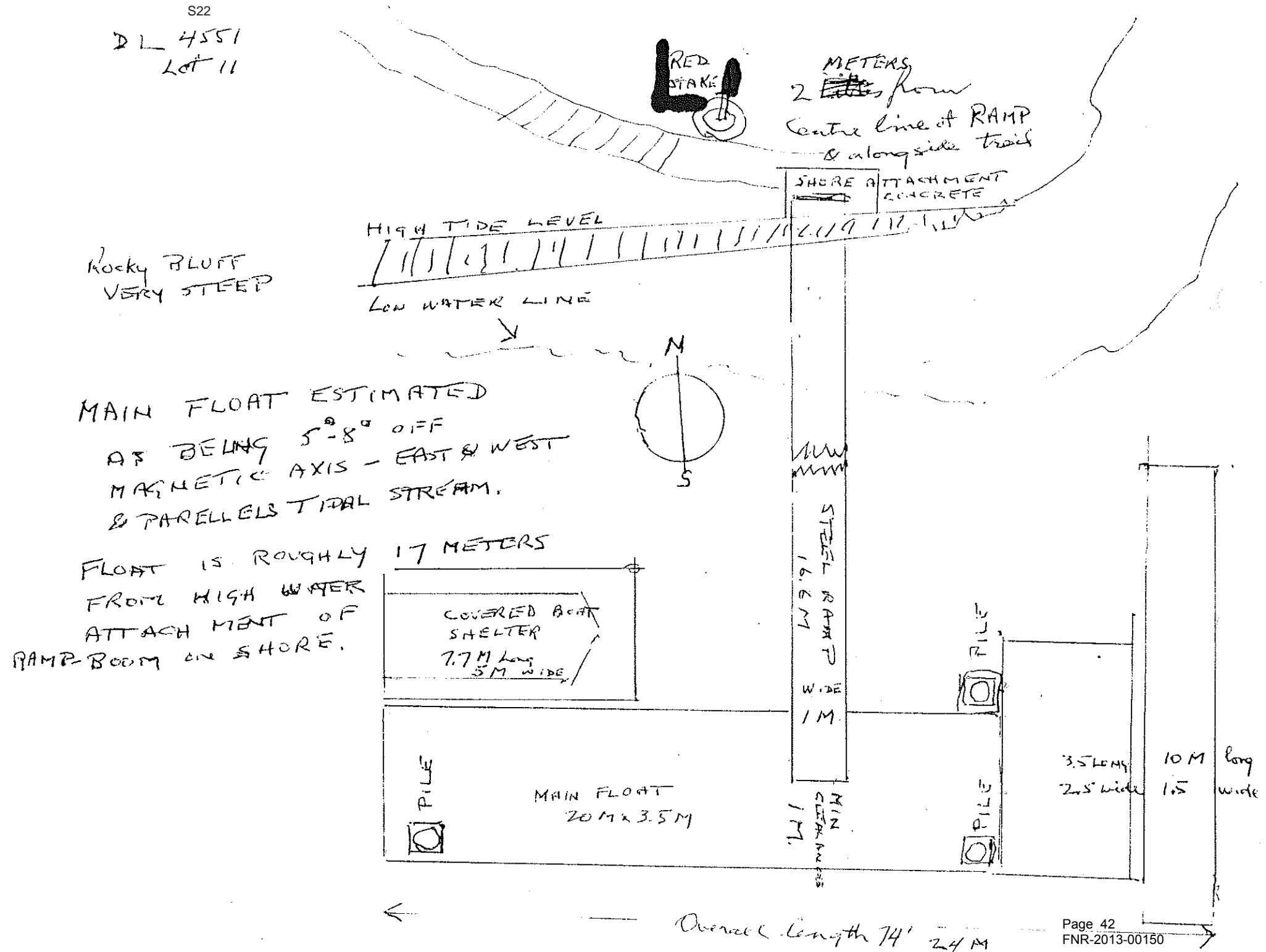
6354

5 4 8 7 0 0 0

Page 41
FNR-2013-00150



DL 4551
Lot 11





Province of
British Columbia

Ministry of Lands,
Parks and Housing

Your Application for Crown Land ...

New Application

LAND DESCRIPTION UF 4551 Gp. FILE NO. 2403652 ...received Nov. 17/87 is acknowledged.
DATE

Secret Cove - Private Wharf

Clarke Simpkins
Ruth Simpkins

s.22

Please allow time for necessary checking to determine if the land can be made available to you. We will advise you the result of this process as soon as possible.

IT SHOULD BE UNDERSTOOD THAT THERE IS NO AUTHORIZATION IMPLIED OR GIVEN TO OCCUPY OR USE THE LAND DESCRIBED IN YOUR APPLICATION AT THIS TIME.

If you have any enquiries or need further information please contact this office quoting our File No. ▼ 2403652 ▼

Attn: L. Sorken
phone: 660-5500

Ministry of
Forests and Lands

L15 (R4/80)

PLEASE PRINT
INDIVIDUAL(S) —
PROVIDE NAME(S)
IN FULL

* INDICATE
JOINT TENANCY
IF DESIRED

OR
COMPANY
NAME

ADDRESS
(*PROVIDE
BOTH STREET
AND MAILING)

APT. No.		STREET No.		STREET		POST OFFICE BOX NUMBER	
		4767		BELMONT ST			
CITY - TOWN				PROVINCE		POSTAL CODE	
VANCOUVER				B.C.		V6T 1A8	
HOME TELEPHONE		BUSINESS TELEPHONE		COMPANY INCORPORATION No.		DATE STAMP	
s.22							
AGE - 19 YRS OR OVER		CANADIAN CITIZEN		PERMANENT RESIDENT OF CANADA			
s.22		s.22		s.22			
RESIDENT IN BRITISH COLUMBIA FOR 2 YEARS		NON-REFUNDABLE APPLICATION FEE ENCLOSED					
YES <input type="checkbox"/>		NO <input type="checkbox"/>					

LOCATION
OF CROWN
LAND

DESCRIPTION

☐ SURVEYED
GIVE LEGAL
DESCRIPTION

OR
☐ UNSURVEYED
GIVE METES
AND BOUNDS
DESCRIPTION

SECRET COVER		AREA — HECTARES
(UPLAND) PORTIONS OF DL 4551 LOT 11 AS PER MAP ESTIMATED 5 ACRES		
PTN. D.L. 6354, G.P. 1, N.W. 1 -		
DATE LAND STAKED AS PER FORM 1		

*NOTE ► 1. ATTACH OUTLINE OF INTENDED DEVELOPMENT ✓ 2. ATTACH A SKETCH MAP OF AREA

INTENDED LAND USE AND PERIOD REQUIRED

ANY OTHER CROWN LAND HELD
BY APPLICANT OR SPOUSE

☐ YES ☐ NO

IF YES
STATE TYPE
AND TENURE

I HEREBY CERTIFY THAT ALL INFORMATION GIVEN IN THIS APPLICATION FOR CROWN LAND IS TRUE AND CORRECT AND THAT I AM AN AUTHORIZED AGENT / SIGNATORY (IF COMPANY).

APPLICANT —
SIGNATURE(S)

DATE Oct 21 87 OCCUPATION (IF INDIVIDUAL(S)) _____ s.22

FOR OFFICE USE ONLY

DATE APP REC'D		YR	MTH	DAY	REGIONAL OFFICE	APPLICATION IS	FILE No.	
8/7/11		7			L 17	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> REPLACEMENT	24,036,52	
APPLICATION IS		LAND IS IN		PROVINCIAL FOREST		APPLICATION FOR		PRELIMINARY ESTIMATE OF LAND VALUE
<input checked="" type="checkbox"/> LAND ACT	<input type="checkbox"/> MINISTRY ACT	PROVINCIAL FOREST		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> AQUATIC	<input type="checkbox"/> OTHER LAND	
TYPE OF TENURE FOR APPLICATION		LICENCE OF OCCUPATION		EASEMENT RIGHT OF WAY		LETTER OF CONSENT		REPLACES SUP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> LICENCE OF OCCUPATION	<input type="checkbox"/> EASEMENT RIGHT OF WAY		<input type="checkbox"/> LETTER OF CONSENT		<input type="checkbox"/> YES <input type="checkbox"/> NO		\$
REGIONAL OFFICE COPY		T.A.S. CODING:						

L 184 (R2/86)

NEW ☒RENEWAL ☐NON-PROGRAMMED ☐

(e coding at bottom of page)

Land ☐Water ☒File No. 2403652

Date entered in T.A.S.

NOV 30 1987

Form No. ✓L184 ✓Applic. Fee \$25.00Surveyed Unsurveyed ✓

Complete Legal Description:

Unsurveyed portion of
D.L. 6354, etc. 1Occupation s.22 Inc. No. Charity No. Tax No. Sketch ✓ Prospectus
Development Plan Aquaculture Mgmt. Plan Extension of Holdings C.T. Plans Upland Owner: Crown Forest Private ✓C.T. of D.L. 4551 & letter Plans Consent from Pres. Ye company indicating the owners of shares* Examination sketches NO Survey Notes Advertising NO Date Requested Name Index Cards ✓ Acknowledgement to Client 87-11-30STATUS: Yes Date requested Within Provincial Forest NO A.L.R. NORegional District SCRD Municipality N/AElectoral District 20 Assessment District 08Land Recording District EB VaneLand District: Range 1 Coast (10) Lillooet (29) Texada (57) Y.D.Y.D. (60) N.W.D. (37) Gp. 1, NWD (61) ✓Gp. 2, NWD (62) Gp. 3, NWD (63)

CODING

A - Assignment

B - Premature Renewal

C - Complaint

D - Mortgage/Discharge

L - Appeal

M - Misc Appraisal

P - Purchase Option

S - Miscellaneous

X - Amendment

Z - Cleanup

Purpose of Examination



PLEASE PRINT
INDIVIDUAL(S) —
PROVIDE NAME(S)
IN FULL

* INDICATE
JOINT TENANCY
IF DESIRED

CLARKE SIMPKINS & RUTH M L SIMPKINS

JOINT TENANCY

OR
COMPANY
NAME

ADDRESS
(*PROVIDE
BOTH STREET
AND MAILING)

APT. No.	STREET No.	STREET	POST OFFICE BOX NUMBER
	4767	BELMONT ST	
CITY - TOWN		PROVINCE	POSTAL CODE
VANCOUVER		B.C.	V6T 1A8
HOME TELEPHONE s.22	BUSINESS TELEPHONE	COMPANY INCORPORATION No.	DATE STAMP
AGE - 19 YRS OR OVER s.22	CANADIAN CITIZEN s.22	PERMANENT RESIDENT OF CANADA s.22	
RESIDENT IN BRITISH COLUMBIA FOR 2 YEARS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	NON-REFUNDABLE APPLICATION FEE ENCLOSED \$25	

LOCATION
OF CROWN
LAND

DESCRIPTION

☐ SURVEYED
GIVE LEGAL
DESCRIPTION

OR
☐ UNSURVEYED
GIVE METES
AND BOUNDS
DESCRIPTION

SECRET COVE

AREA — HECTARES

PORTIONS OF DL 4551 LOT 11 AS PER MAP
ESTIMATED 5 ACRES

DEC 07 1987

25.00

JP

COMP ENT'D DEC 8 1987

20015358

DATE LAND STAKED
AS PER FORM 1

OCT 31/87

*NOTE 1. ATTACH OUTLINE OF INTENDED DEVELOPMENT 2. ATTACH A SKETCH MAP OF AREA

INTENDED LAND USE AND PERIOD REQUIRED

PRIVATE WHARF - FLOAT & RAMP.

\$2500 received

ANY OTHER CROWN LAND HELD
BY APPLICANT OR SPOUSE

☐ YES ☒ NO

IF YES
STATE TYPE
AND TENURE

I HEREBY CERTIFY THAT ALL INFORMATION GIVEN IN THIS APPLICATION FOR CROWN LAND IS TRUE AND CORRECT AND THAT I AM AN AUTHORIZED AGENT / SIGNATORY
(IF COMPANY).

APPLICANT —
SIGNATURE(S)

DATE OCT 31/87 OCCUPATION [IF INDIVIDUAL(S)]

s.22

FOR OFFICE USE ONLY

DATE APP REC'D	YR 87	MTH 11	DAY 17	REGIONAL OFFICE L M.	APPLICATION IS <input checked="" type="checkbox"/> NEW <input type="checkbox"/> REPLACEMENT	FILE No. 24,036,52
APPLICATION IS <input checked="" type="checkbox"/> LAND ACT <input type="checkbox"/> MINISTRY ACT	LAND IS IN PROVINCIAL FOREST	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	PROVINCIAL FOREST	APPLICATION FOR <input checked="" type="checkbox"/> AQUATIC <input type="checkbox"/> OTHER LAND	PRELIMINARY ESTIMATE OF LAND VALUE \$	
TYPE OF TENURE FOR APPLICATION <input type="checkbox"/> LEASE <input checked="" type="checkbox"/> LICENCE OF OCCUPATION		<input type="checkbox"/> EASEMENT RIGHT OF WAY <input type="checkbox"/> LETTER OF CONSENT		REPLACES SUP. <input type="checkbox"/> YES <input type="checkbox"/> NO		
FIELD SERVICES COPY		T.A.S. CODING:				

Number 92G/12W1/2 by SL Date 87-12-09

Amended: by Date:

Amended: by Date:

B.C.G.S.
92G.051

MAP CLEARANCE

Description: THAT PART OF DISTRICT LOT 6354, GROUP 1,
NEWWESTMINSTER DISTRICT, SHOWN OUTLINED
IN RED ON PLAN ATTACHED AND CONTAINING
~~1300.0 m²~~ MORE OR LESS.
870.0

Area: 870.0 (- as per Lennie)
~~1300.0 m²~~ ±
Location: SECRET CONE

Name	Code
Assessment Area <u>N. SHORE-SQUA.</u>	<u>08</u>
Land Title Office <u>VANCOUVER</u>	<u>6</u>
Regional District <u>SUNSHINE COAST</u>	<u>28</u>
Municipality	<u>-</u>
Electoral District <u>MACKENZIE</u>	<u>20.</u>

UTM km Grid Square							
Zone		Easting			Northing		

Subject to Survey:

Yes Referred to Legal Surveys
No

Within Agricultural Land Reserve: Yes No ☒ Partial

Within Indian Reserve Cut-Off: Yes No ☒

Provincial Forest: NOT WITHIN

Reserve: NOT WITHIN

Foreshore parcel adjoins L. 11 OF
DL 4551: PRIVATE (upland)

Upland parcel fronts on
 (body of water)

Crossed by
 River or Creek

Crossed by } Railway
Adjoins }
Crossed by } Other R/W
Adjoins }
Crossed by } Highway
Adjoins } or Road

Access dedicated: Yes No

OTHER CONFLICTS AND REMARKS

DISPOSITION BY OTHER AGENCIES

Mineralized area
Mineral Claim staking
Mineral Claim Surveyed
Designated Placer Area
Placer Mining Lease
Coal Licence
Timber Sale
Tree Farm Licence
Christmas Tree Permit
Timber Berth
Timber Licence
Special Timber Licence
Pulp Lease
Petroleum and Natural Gas Act
Range Act
E & N Land Grant
Other (specify)

CROWN LAND STATUS

File No.: Z403652
Date: 87-12-09

MINISTRY OF FORESTS AND LANDS DISTRICT OFFICE I.D. No.:

Applicant: C. & R. SIMPKINS
4767 - BELMONT ST.,
VANCOUVER, B.C.

Description of Area Applied for:
UNS. PTN. OF D.L. 6354,
G.P.I., N.W.D.

Purpose: PRIVATE WHARF Purpose, Subpurpose code 06, 02

TENURE ADMINISTRATION SYSTEM

Application entered by: Date:

Applicant's holdings currently under application/disposition:


Application		Disposition	
Type:	ha.	Type:	ha.


CROWN LAND REGISTRY

Parcel Identification No. Parent P.I.N.

Reverted: Yes ☐ No ☒

Description of Reversion: ON REF. MAP; TO: VICTORIA (PRINTS) : 88/10/27

Conflicts Noted in C.L.R. 

Completed by: 

Plotted on
Map Sheet/Plan
Number 92G/12W1/2 by SL Date 87-12-09.
Amended: by Date:
Amended: by Date:

MAP CLEARANCE

Description: THAT PART OF DISTRICT LOT 6354, GROUP 1,
NEW WESTMINSTER DISTRICT, SHOWN OUTLINED
IN RED ON PLAN ATTACHED AND CONTAINING
780.0 m² MORE OR LESS.
870.0

Area: 870.0 (-as per Winnie)
780.0 m² ±
Location: SECRET CONE

Name	Code
Assessment Area N-SHORE-SQUA.	08
Land Title Office VANCOUVER	6
Regional District SUNSHINE COAST	28
Municipality	
Electoral District MACKENZIE	20.

UTM km Grid Square							
Zone		Easting			Northing		

Subject to Survey:
Yes Referred to Legal Surveys
No
Within Agricultural Land Reserve: Yes No ☒ Partial
Within Indian Reserve Cut-Off: Yes No ☒
Provincial Forest: NOT WITHIN
Reserve: NOT WITHIN
Foreshore parcel adjoins L.II OF
DL 4551: PRIVATE (upland)
Upland parcel fronts on
(body of water)
Crossed by
River or Creek

Crossed by } Railway
Adjoins }
Crossed by } Other R/W
Adjoins }
Crossed by } Highway
Adjoins } or Road
Access dedicated: Yes No

OTHER CONFLICTS AND REMARKS

DISPOSITION BY OTHER AGENCIES

Mineralized area
Mineral Claim staking
Mineral Claim Surveyed
Designated Placer Area
Placer Mining Lease
Coal Licence
Timber Sale
Tree Farm Licence
Christmas Tree Permit
Timber Berth
Timber Licence
Special Timber Licence
Pulp Lease
Petroleum and Natural Gas Act
Range Act
E & N Land Grant
Other (specify)

CROWN LAND STATUS

File No.: Z403652
Date: 87-12-09

MINISTRY OF FORESTS AND LANDS DISTRICT OFFICE I.D. No.:

Applicant:

C. & R. SIMPKINS
4767 - BELMONT ST.,

FILE NO.

STATUS OF CONFLICT

Status completed by:

Shifon : 88-01-26.

L.A.M. SECTION No.:

ADJUDICATION

Allowance

☐

Disallowance

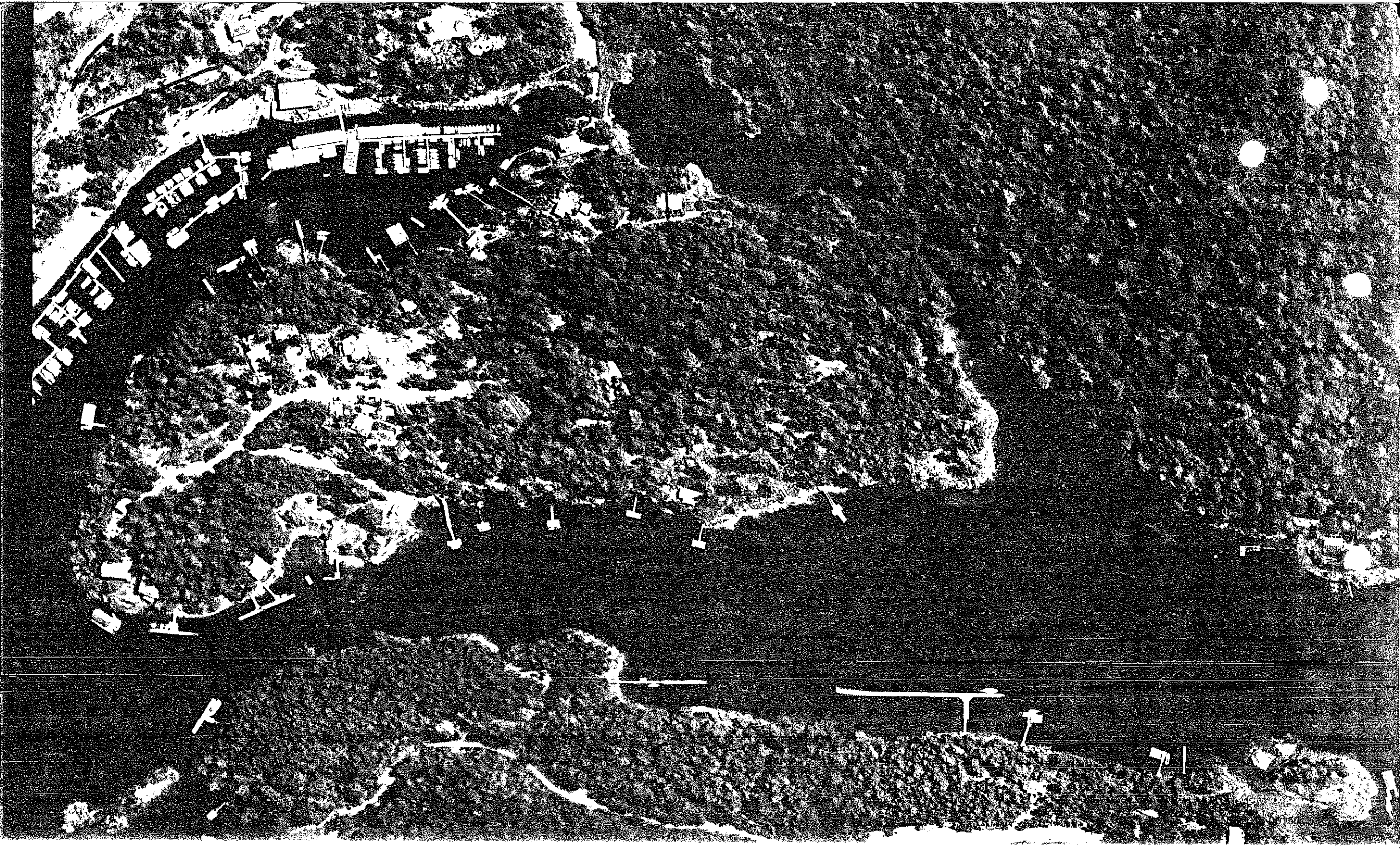
☐

Passed by:

Date:

Approved by:

Date:



URNAGAIN I.

~~SECRET~~

COVE

4550

L.4551

5 4 8 7 0 0 0

EX. PLAN
7978

SCALE 1:5000

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FNR-2013-00150



Province of
British Columbia

Ministry of
Forests and Lands

Land Referral and Notice of Outcome

Attention: Larry Sorken

#210 4240 Manor Street

Burnaby, B.C.

V5G 1B2

APPLICANT PROPONENT NAME
Clarke & Ruth Simpkins
4767 Belmont Avenue
Vancouver, B.C., V5T 1A8

FIELD
OFFICE
ADDRESS
AND
PHONE No.

APPLICATION PROPOSAL
DATE Nov 17/87

REF. MAP No.
92G/12d

OUR FILE No.
2403652

Sunshine Coast Regional District
Box 800
Sechelt, B.C.
V0N 3A0

You are requested to comment on the following application. Your response should be received within 30 days by the undersigned. Where the time limit for response cannot be met, a verbal response should be made. Details of the application are provided. Lack of response will be considered as a positive reaction to the application.

LOCATION OF LAND	Secret Cove	PARCEL SIZE	2	ha
LEGAL DESCRIPTION	Portions of D.L. 4551, Lot 11, Group 1.			
INTENDED LAND USE AND PERIOD REQUIRED	Private Wharf			
ADDITIONAL INFORMATION RELATED TO THE FOLLOWING IS AVAILABLE ON REQUEST				
<i>Wharf has been in place for some years.</i>				

SENIOR LAND
OFFICER

Larry Sorken

87-12-02

SIGNATURE

DATE

RESPONSE SUMMARY

DATE *January 28, 1988*

☒ APPROVAL RECOMMENDED

☐ INTERESTS UNAFFECTED BY PROPOSED USE

☐ APPROVAL RECOMMENDED SUBJECT TO
CONDITIONS OUTLINED ON REVERSE

☐ APPROVAL NOT RECOMMENDED DUE TO
REASONS OUTLINED ON REVERSE

☐ WISH TO BE NOTIFIED OF OUTCOME

SIGNED BY

Sharon Reid (Planning Assistant)

TITLE

L230 (86)

(To be completed by Lands office)

APPLICANT _____ OUR FILE No. _____

LAND LOCATION _____

APPLICATION IDENTIFIED HEREIN HAS RESULTED IN —

☐ LEASE ☐ LICENSE OF OCCUPATION ☐ INTERIM LICENSE OF OCCUPATION ☐ STATUTORY RIGHT OF WAY
☐ INVESTIGATIVE PERMIT (SECTION 10 LICENSE) ☐ DISALLOWANCE OF APPLICATION

THE TERM OF TENURE IS _____, COMMENCING _____

SENIOR EXAMINER

L230 (86)

W-1172



Province of
British Columbia

Ministry of
Forests and Lands

Land Referral and Notice of Outcome

Attention: Larry Sorken

APPLICANT PROPOSER NAME Clarke & Ruth Simpkins 4767 Belmont Avenue Vancouver, B.C., V5T 1A8	FIELD OFFICE ADDRESS AND PHONE No. #210 4240 Manor Street Burnaby, B.C. V5G 1B2
APPLICATION PROPOSAL DATE Nov 17/87	REF. MAP No. 92G/12d
OUR FILE No. 2403852	

Transport Canada (Coast Guard)
224 West Esplanade Ave.
North Vancouver, B.C.
V7M 3J7

You are requested to comment on the following application. Your response should be received within 30 days by the undersigned. Where the time limit for response cannot be met, a verbal response should be made. Details of the application are provided. Lack of response will be considered as a positive reaction to the application.

LOCATION OF LAND Secret Cove	PARCEL SIZE 2
LEGAL DESCRIPTION Portions of D.L. 4551, Lot 11, Group 1.	
INTENDED LAND USE AND PERIOD REQUIRED Private Wharf	
ADDITIONAL INFORMATION RELATED TO THE FOLLOWING IS AVAILABLE ON REQUEST	

Larry Sorken

87-12-02

SENIOR LAND OFFICER

SIGNATURE

DATE

RESPONSE SUMMARY

DATE 9 Jun 1988

☒ APPROVAL RECOMMENDED

☐ INTERESTS UNAFFECTED BY PROPOSED USE

☐ APPROVAL RECOMMENDED SUBJECT TO CONDITIONS OUTLINED ON REVERSE

☐ APPROVAL NOT RECOMMENDED DUE TO REASONS OUTLINED ON REVERSE

☐ WISH TO BE NOTIFIED OF OUTCOME

SIGNED BY

TITLE

N.W.P.A. OFFICE

L230 (86)

CDN. COAST GUARD

(To be completed by Lands office)

APPLICANT

OUR FILE No.

LAND LOCATION

APPLICATION IDENTIFIED HEREIN HAS RESULTED IN —

☐ LEASE

☐ LICENSE OF OCCUPATION

☐ INTERIM LICENSE OF OCCUPATION

☐ STATUTORY RIGHT OF WAY

☐ INVESTIGATIVE PERMIT (SECTION 10 LICENSE)

☐ DISALLOWANCE OF APPLICATION

THE TERM OF TENURE IS

, COMMENCING

SENIOR EXAMINER

L230 (86)

W-1172



Referral Summary Report

APPLICANT NAME <i>SIMPKINS, CLARKE & RUTH.</i>			DISTRICT OFFICE ADDRESS		
<i>VANCOUVER</i>					
APPLICATION DATE <i>Nov 17/87</i>	REF. MAP No. <i>929/12d.</i>	FILE No. <i>2403652</i>	<i>U.F. 4551 Gr 1.</i>		
LOCATION OF LAND <i>SECRET COVE.</i>			PARCEL SIZE <i>2ha. ±</i>		
LEGAL DESCRIPTION <i>Portions of D.L. 4551, Lot 11 GR 1.</i>					
PROPOSED USE			PURPOSE <i>Private Wharf.</i>	STATUS <i>REQUESTED</i> <i>87-11-30.</i>	

SUMMARY OF RESPONSES			RESPONSE AND ORDER											
AGENCY/ORGANIZATION	DATE SENT	DATE RECEIVED	POSITIVE	CONDITIONAL				NEGATIVE				NO INTEREST	NOTIFICATION DATE	
				1st	2nd	3rd	4th	1st	2nd	3rd	4th			
AGRICULTURE & FOOD														
ENVIRONMENT B.C.														
- FISH & WILDLIFE														
- MARINE RESOURCES														
- POLLUTION & WATER CONTROL														
ENVIRONMENT CANADA														
FISHERIES & OCEANS CANADA														
FORESTS														
- FOREST MANAGEMENT														
- RANGE DIVISION														
HEALTH														
LANDS, PARKS & HOUSING														
- PARKS & OUTDOOR RECREATION														
ENERGY, MINES & PETROLEUM RESOURCES														
REGIONAL DISTRICT/MUNICIPALITY	Dec 17	Jan. 28/88	✓											
TRANSPORTATION & HIGHWAYS														
OTHER														
Coast-guard	Dec 17	Jan. 9/88	✓											

SUMMARY OF ANALYSIS AND CONFLICT RESOLUTION (USE REVERSE IF NECESSARY)

RECOMMENDATION

☒ ALLOWANCE

☐ CONDITIONAL ALLOWANCE

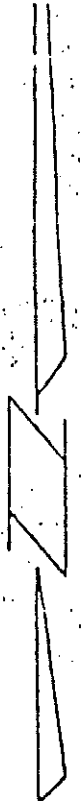
☐ DISALLOWANCE

☐ UNRESOLVED—REFERRED TO REGIONAL DIRECTOR

Recommend a licensee of occupation.

DISTRICT LAND MANAGER *Jerry Barker* REGIONAL DIRECTOR _____

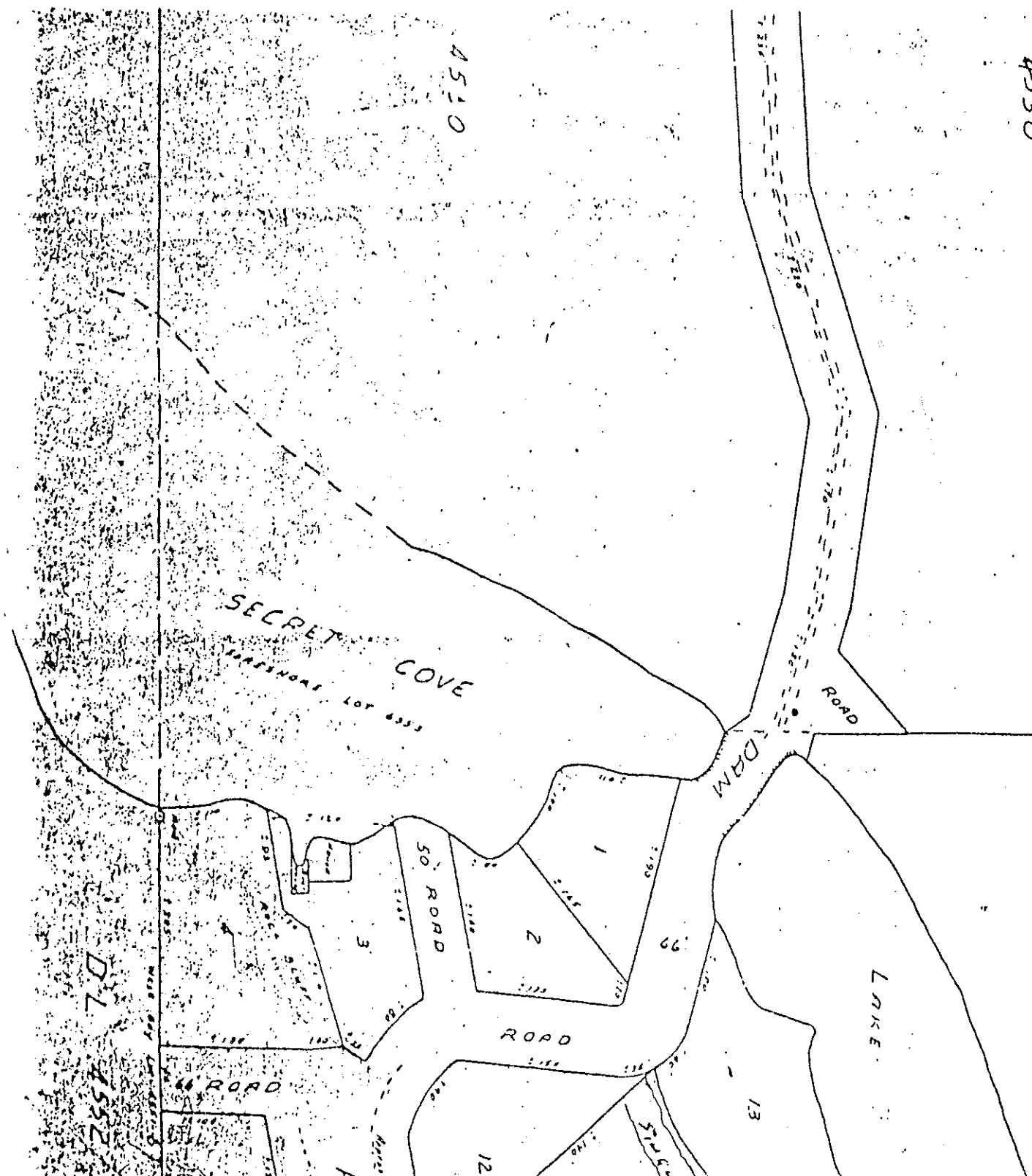
DATE *April 5/1988* DATE _____



4550

SCALE 1" = 40m

4551





TO THE REGIONAL DIRECTOR

FROM DISTRICT MANAGER

APR 11 1988

C W

SUMMARY RECOMMENDATION OF THIS REPORT

☒ ALLOWANCE ☐ Conditional ☐ Amended
☐ DISALLOWANCE

FILE No.

2403652

FIELD EXAM MADE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	DATE MADE Summer / 1987	REPORT DATE April 5 / 1988	AIR PHOTO No. BC 8707-045	STATUS <input checked="" type="checkbox"/> COMPLETED <input type="checkbox"/> NOT COMPLETE
---	----------------------------	-------------------------------	------------------------------	--

1. LEGAL
DESCRIPTION

Unsurveyed portion of S.L. 6354, Sp. 1

AREA 870 m²?

720 m.

REF MAP

92 E / 12 d

2. APPLICANT
NAME

Clarke Simpkins & Ruth M. L. Simpkins

3. PURPOSE AND
TENURE
(Check ☒)

TENURE	AQUACULTURE	INDUSTRIAL	PRIVATE USE	COMMERCIAL	OTHER
LEASE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LICENCE OF OCCUPATION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER ()	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. TYPE OF
SHORELINE

☐ OPEN SHORELINE ☒ BAY OR INLET ☐ ESTUARY ☐ PORTION OF RIVER
☐ OTHER (SPECIFY) Long Arm of Secret Cove

5. LOCATION
(Give distance &
direction to some well
known topographic
feature, city or town.
Indicate distance to a
major service centre)

Fronting S.L. 4551, Sp. 1

6. SITE
USE
DETAILS

USEABLE PORTION all ha	TERM OF TENURE 10 yrs	ARE THERE ANY— <input checked="" type="checkbox"/> SHALLOW AREAS <input type="checkbox"/> REEFS <input type="checkbox"/> OBSTRUCTIONS <input type="checkbox"/> UNUSEABLE AREAS DUE TO WIND
WILL USE INTERFERE WITH BETTER UPLAND OR FORESHORE USE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		COMMENT along shoreline
WILL THIS SITE BE NEEDED AS A LOG DUMP SITE IN FUTURE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		SITE CAPABLE FOR USE 12 MONTHS PER YEAR
		APPLICANT WILL USE SITE 12 MONTHS PER YEAR
		WILL PETROLEUM PRODUCTS BE SOLD FROM SITE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

7. TRESPASS
USE

____ YEARS AREA 7 ha BY— PURPOSE— It has been in use for several years

8. FORESHORE
VALUATION

FOLIO No.	ACTUAL VALUE \$	(ESTABLISHED BY ASSESSMENT AUTHORITY)	RECOMMENDED \$ VALUE
-----------	--------------------	--	-------------------------

NA

(CONT'D. OVER)

9. IMPROVEMENTS
(Describe and estimate value. Who built them? Who claims them?)

3 piling
Ramp
Covered boat shelter
3.5m X 20m float
2.5m X 3.5m float
1.5 X 10 m. float

10. DISCUSS DEVELOPMENT PLAN
(Where applicable)

No further development planned

11. ENVIRONMENTAL AND LAND USE IMPLICATIONS AND RECOMMENDATIONS

No social or environmental concerns expected or expressed. This float fronts the same lot as 2400243, 2403693, 2403537, 2403181.

REFERRAL RESPONSE ► REFER TO ATTACHED REFERRAL SUMMARY FORM.

RECOMMENDATION

Recommend a licence of occupation
subject to:

- ① Term of 10 yrs
- ② prepaid rental of \$50000
- ③ \$1,000,000 insurance
- ④ No back rental
- ⑤ No bond
- ⑥ purpose of private moorage

DATE

April 5/88

EXAMINER

Larry Lorber

DISTRICT OFFICE

JP

F I L E N O T E

DATE 88-05-16

FILE NO. 2403652

TO Larry

FROM Minie

RE: see attached

The area of this wharf seems to exceed the 720 m² as per your report:

Please advise of new area or amendment of area. (the rental is tied directly to the area so I can't assess rental until I know)

Minie

A few measurements of 870 sq. m. is more accurate when scaling off my sketch. This would indicate a prepaid license of \$600. I am not sure how accurate the shoreline is at this point so we would only get an exact area through survey. However I don't recommend a survey.

870 m ²
<u>600 m²</u>
270
<u>\$400</u>
\$ 670 = <u>\$600 max</u>

VARIABLE INPUT SHEET

☒ Final Documents
☐ Specimen Documents

A. Examiner & Title Carol Johnson File No. (Ours) 2403652
for Manager, Land Administration (Theirs) _____

B. Forms Required:

(1) Comm Letter L70(b) (2) Date (2 weeks after date typed)
(3) Lease/License L140 (4) Legal Desc Sch L57(d)
(5) Mgmt Pl/Sp Prov L54(g) (6) Site Plan N/A
(7) Rental/Fee Sch L56(b) (8) Endorsement L61
(9) Other N/A

C. Applicant: (lease - use on form listed in B3 above, letter - use on form listed in B1)

(1) on lease Clarke Simpkins s.22 and Ruth Simpkins
both having an address of delivery at
Clarke Simpkins + Ruth Simpkins
(2) on letter (if different) _____

(3) Attention _____

(4) Dear Sir + Madam:

D. Legal Description: (lease - use form listed in B5 above, letter - use form listed in B1)

(1) on lease That part of D.L. 6354 Gp. 1, NW 1/4
shown outlined in red on plan below and
containing 870.0 square metres, more or less.
(2) on letter (if different) ... on plan attached ...
(3) prior interests (type under legal or on reverse of form) N/A

E. Conditions & Fees:

(1) Rental/Fees \$ 600.00 (2) Security \$ 0.00
(also use in form listed in B7) (also use in form listed in B3)
(3) Doc Fee \$ 150.00 (4) Occ Rent \$ 0.00
(5) Other \$ 0.00 in blanks: from N/A @ \$ 0.00
(6) Insurance \$ 1,000,000.00 (7) Other preconditions (see over)
(also use in form listed in B3)
(8) Acceptance _____ days

F. Lease Details:

(1) Term ten (10) years (2) Reference Date August 30, 1988
(3) Commencement Date October 31, 1988 (4) Mid-Term Renewal N/A
(5) Cancellation (1/o) 90 (6) Other _____

G. If Section 10 (L88, 99 or 96):

(1) Purpose - see H1 (2) Fee \$ _____

H. Other Details: *NOTE - please add another signature spot.

(1) Purpose (form B5) _____
(2) Other Provisos (B5) _____
(3) Royalty Fee \$ _____ per _____ (4) Value per ha (R/W) \$ _____

C(1) VGT 1A8.

E(7).

In order to expedite the issuance of these documents, we have drafted an interim sketch and legal description on the "Legal Description Schedule". Proper prints and the correct area calculation have been requested from our mapping section in Victoria and will be inserted into the documents once you have signed and returned them to this office.



LICENSE No.	FILE No. 2403652
-------------	------------------

The fee for the term shall be the sum of \$ 600.00, payable in advance, on the Commencement Date.



LICENSE No.

FILE No.

2403652

PRIVATE MOORAGE

1.1 Purpose

The Licensee shall use the Land only for the purpose of constructing, operating and maintaining a Private Moorage Facility.

1.2 Special Provisions

In this Management Plan

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

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) interrupt the movement of beach material by water along the shoreline;
- (c) impede public access to and use of the foreshore;
- (d) use construction materials containing toxic substances, except in marine waters where the use of preservative treated wood may be necessary;
- (e) store petroleum products or other toxic substances on the Land;
- (f) use mechanized equipment other than a pile-driver during the construction, operation or maintenance of improvements on the Land.

1.3 Additional Provisions

- (a) Notwithstanding Article VI of this license, in the event of a cancellation of this license by the Owner, under section 6.01 (a) or (c) the Owner shall within 60 days of the date of cancellation refund to the Licensee a prorated amount of the license fee.

L54(q) R(02/87)



LICENSE No.

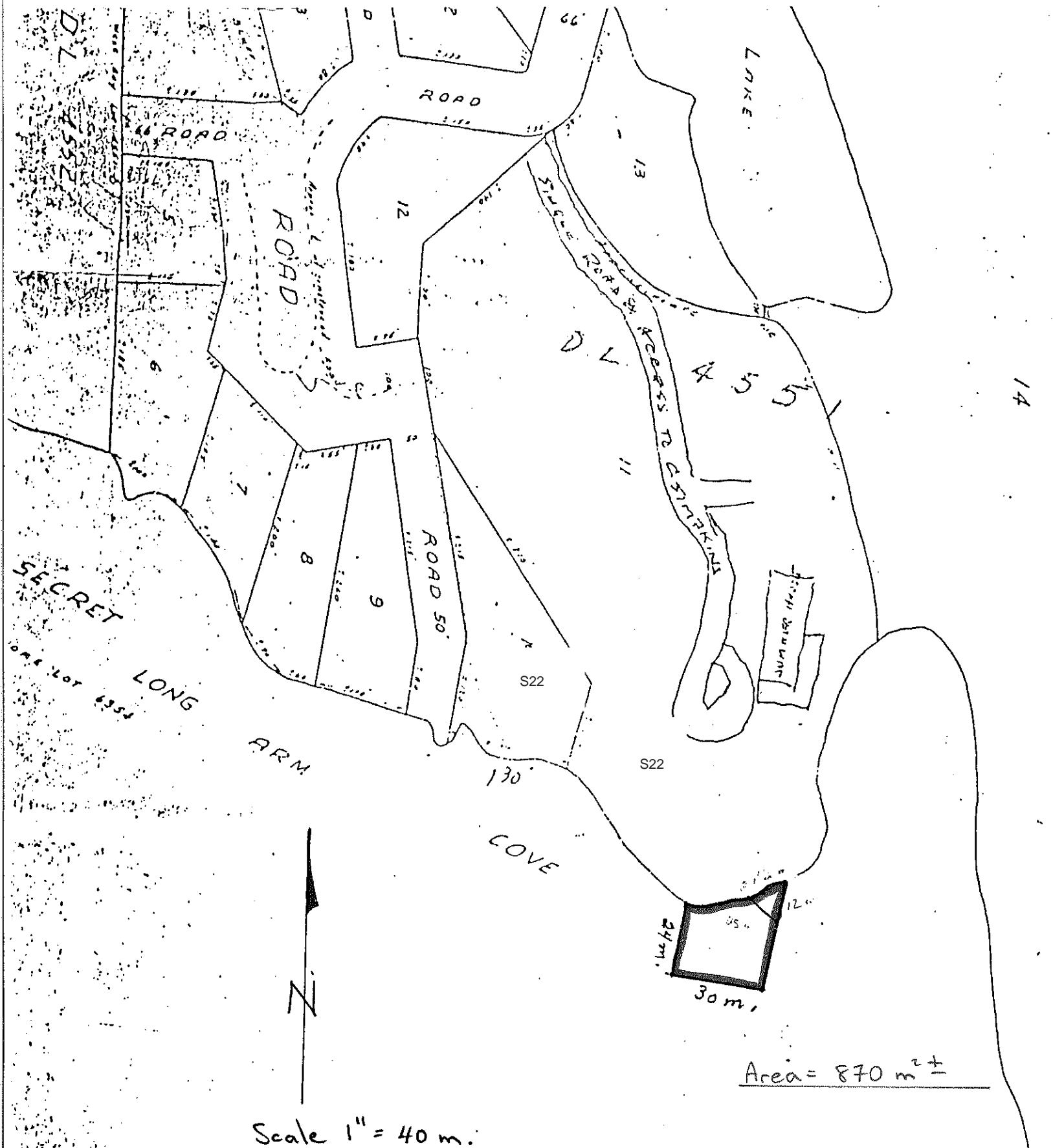
FILE No.

2403652

1.1 Legal Description

That part of District Lot 6354, Group 1, New Westminster District, shown outlined in red on plan below and containing 870.00 square metres, more or less.

L57d (2/83) M-341 M28-825



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 Province of
British Columbia by a duly authorized
representative in the presence of:

Authorized Representative

SIGNED by CLARKE SIMPKINS
in the presence of:

Signature of Licensee

SIGNED by a duly authorized
signatory of

in the presence of:

Authorized Signatory

c/s

SIGNED by RUTH SIMPKINS)
in the presence of:)

_____)

Signature of Licensee

- (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 adjudicated 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 \$ 0.00 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 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 Act, Mining (Placer) 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) any prior dispositions made pursuant to the Land Act, AND
 - (c) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of 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 60 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 referred to in 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 plural 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.



THIS AGREEMENT executed in triplicate and dated for reference the 30th day of August, 1988, IN PURSUANCE OF THE LAND ACT (Section 36).

LICENSE No.

FILE No. 2403652

Between HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister Responsible for Crown Lands, Parliament Buildings, Victoria, British Columbia

(hereinafter called the "Owner") OF THE FIRST PART

and CLARKE SIMPKINS, s.22 and RUTH SIMPKINS, s.22

both having an address of delivery at:

4767 Belmont Street

Vancouver, British Columbia,

s.22 (hereinafter called the "Licensee") OF THE SECOND PART

WITNESSES THAT WHEREAS the Owner has agreed to grant to the Licensee a license over that parcel of land described in the schedule attached 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 purposes described in the schedule attached entitled Special Proviso (hereinafter called the "Special Proviso Schedule").

Article II — Duration

- (2.01) The duration of the license and the rights herein granted shall be for a term of

Ten (10) years

commencing on the

31st day of October 1988

(herein 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

- 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;
- 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");
- to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;
- 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 owners or occupiers of adjoining land;
- 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;
- 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
 - any breach, violation or non-performance of any covenant, condition or agreement in this license by the Licensee,
 - 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;

- 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;
- to permit the Owner, or his authorized representative, to enter upon the Land at any time to inspect the Land and any improvements thereon;
- to use and occupy the Land in accordance with the provisions of this license including those set forth in the Special Proviso Schedule;

- on the expiration or at the earlier cancellation of this license
 - to peaceably quit and deliver possession of the Land to the Owner,
 - to remove all buildings, machinery, plant equipment and apparatus and all other improvements to or things on the Land,
 - 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;
- 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.
- 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;
- 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;
- 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;
- not to dredge or significantly displace beach materials on the Land without the prior written consent of the Owner;
- 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;
- 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

- 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,
- the Licensee ceases to use the Land for the purposes permitted herein,
- 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,

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 section (4.01) (j), any buildings, 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.

8. EXECUTION OF DOCUMENTS:

Please sign all copies of the documents in the space provided for signature(s). All signatures must be duly witnessed.

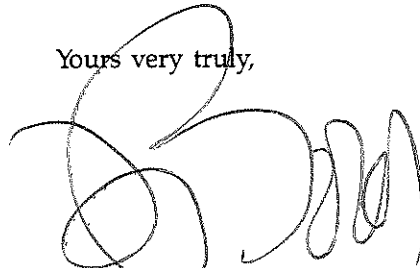
9. TIME FOR ACCEPTANCE:

Failure to complete the documents within 60 days of the date of this letter will automatically void our obligation to dispose of the Land to you.

Please return to this office, within the time limited above, all copies of the executed documents together with your payment, and evidence of having met the other preconditions, outlined above.

We trust that the foregoing arrangements are satisfactory to you. If you have any questions, please contact the individual noted above.

Yours very truly,



Authorized Representative

CS
OK CJ:mp

cc: Senior Land Officer

DK-640

5. TIME:

Time is of the essence in this agreement.

6. NON ASSIGNABLE:

This commitment letter is not assignable or transferable.

7. CONDITIONS PRECEDENT:

7.1 Statement of Fees:

Please submit to this office the fees outlined below by cash, money order, or certified cheque payable to the Minister of Finance and Corporate Relations.

License Fee.....	\$	600.00	✓ 05
Documentation Fee	\$	150.00	✓ 05
Occupational Rental	\$	0.00	
Other.....	\$	0.00	
TOTAL.....	\$	750.00	✓ 05

Where applicable the occupation rental payable in respect of your occupation of the Land from N/A to the commencement date of the License is charged at \$ 0.00 per day.

7.2 Other Preconditions:

Please submit, to this office:

☒ Evidence of insurance in effect in the amount of \$ 1,000,000.00 per occurrence. on the attached Certificate of Insurance form. (See Information Sheet for details).

☐ A security deposit in the amount of \$ 0.00

✓ 05 ☒ In order to expedite the issuance of these documents, we have drafted an interim sketch and legal description on the "Legal Description Schedule". Proper prints and the correct area calculation have been requested from our mapping section in Victoria and will be inserted into the documents once you have signed and returned them to this office.



Reply attention of: Carol Johnson
for Manager,
Land Administration

OUR FILE 2403652

YOUR FILE

Date: 88-09-23 ¹⁰⁻²⁶

Clarke Simpkins & Ruth Simpkins
4767 Belmont Street
Vancouver, B. C.
V6T 1A8

Dear Sir & Madam:

Re: Application for a disposition over the land described as that part of District Lot 6354, Group 1, New Westminster District, shown outlined in red on plan attached and containing 870.0 square metres, more or less.

(hereinafter referred to as the "Land")

We are pleased to advise you that we have approved your application for a disposition of the Land under the Land Act on the terms and conditions set forth below.

1. FORM OF DISPOSITION AND TENURE:

The disposition of the Land to you will be by way of the License of Occupation attached hereto (herein referred to as the License) on the terms and conditions set forth therein.

2. NO WARRANTY:

Neither this commitment nor the granting of the License to you shall constitute a warranty or representation to you that the Land is suitable for its permitted use, that it can be built on, that it is not susceptible to flooding or erosion or that there is access to it.

3. APPLICANT'S REPRESENTATION:

In signing and accepting the License of Occupation attached hereto you represent and acknowledge to us that at the time of signing

- (a) (i) you are a Canadian citizen or permanent resident (landed immigrant) and are of the full age of 19 years;
- (ii) where the applicant is a corporation or society it is duly organized or continued under the laws of British Columbia having Incorporation No. N/A ;
- (b) statements contained in your application for the disposition are true;
- (c) you have attended to inspect the Land and are fully aware of its condition;
- (d) you have knowledge of all municipal and regional bylaws regulating the use and development of the Land.

4. NON MERGER:

The provisions of this agreement shall survive the execution and delivery of the License provided that in the event of any contradiction between such provisions and the terms and conditions of the License, the latter shall prevail.

L70(b) R(05/88)

ENTERED OCT 26 1988

89-01-04

~~88-11-28~~



THIS CERTIFICATE IS ISSUED TO
Her Majesty the Queen in the Right of Canada

AND CERTIFIES THAT POLICIES OF INSURANCE AS HEREIN DESCRIBED HAVE BEEN ISSUED TO THE INSURED(S) NAMED BELOW AND ARE IN FULL FORCE AND EFFECT.

INSURED	NAME Clarke Arthur & Ruth M. L. Simpkins
	ADDRESS 4767 Belmont Avenue, Vancouver, B. C. V6T 1A8.
OPERATIONS INSURED	PROVIDE DETAILS Lot 11, D.L. 4551, N.W.D. Secret Cove, B.C. (Sunny Harbour Estates) -
	Leased waterfront

TYPE OF INSURANCE	COMPANY AND POLICY NO.	EXPIRY DATE			LIMIT OF LIABILITY/AMOUNT
		YR	MO	DAY	
COMPREHENSIVE GENERAL LIABILITY					INCLUSIVE LIMIT \$
					OR
					BODILY INJURY: EACH PERSON \$
					EACH OCCURANCE \$
AUTOMOBILE LIABILITY (OWNED OR LEASED VEHICLES)					PROPERTY DAMAGE: EACH OCCURANCE \$
					INCLUSIVE LIMIT \$
					OR
					BODILY INJURY: EACH PERSON \$
AUTOMOBILE LIABILITY (NON-OWNED VEHICLES)					EACH ACCIDENT \$
					PROPERTY DAMAGE: EACH ACCIDENT \$
					INCLUSIVE LIMIT \$
					OR
UMBRELLA LIABILITY					BODILY INJURY: EACH PERSON \$
					EACH ACCIDENT \$
					PROPERTY DAMAGE: EACH ACCIDENT \$
					LIMITS \$
CONTRACTOR'S EQUIPMENT					EXCESS OF \$
					\$
BUILDER'S RISK OR INSTALLATION FLOATER					SITE \$
					OTHER LOCATION \$
					TRANSIT \$
EMPLOYER'S LIABILITY					EACH PERSON \$
					EACH ACCIDENT \$
OTHER	Comprehensive Personal Liability Policy S22 through the Chubb Insurance Co. of Canada	89	06	01	DETAILS \$ 1,000,000.00
					Liability extended, pertaining to Waterfront only, to Her Majesty the Queen in the
					Right of Canada.

These policies comply with the insurance requirements of the governing contract to perform work for the Province of British Columbia. It is understood and agreed that thirty (30) days' notice of any alteration, transfer, assignment or cancellation of any of the policies listed herein, either in part or in whole will be given by the insurers to the holder of this certificate.

SIGNED ON BEHALF OF THE CONTRACTOR	DATE
Insurer - Chubb Insurance Company of Canada.	
SIGNED ON BEHALF OF THE CONTRACTOR'S INSURERS	DATE
REED STEENHOUSE LTD.	November 10th, 1988

2403652 -
Clarke & Ruth Simpkins.

20018919

\$600 - lii fee
150 - doc fees

RECEIVED

NOV 22 1988

\$ 750.⁰⁰

BY AB

COMP ENT D NOV 23 1988

ENSE No.

233771

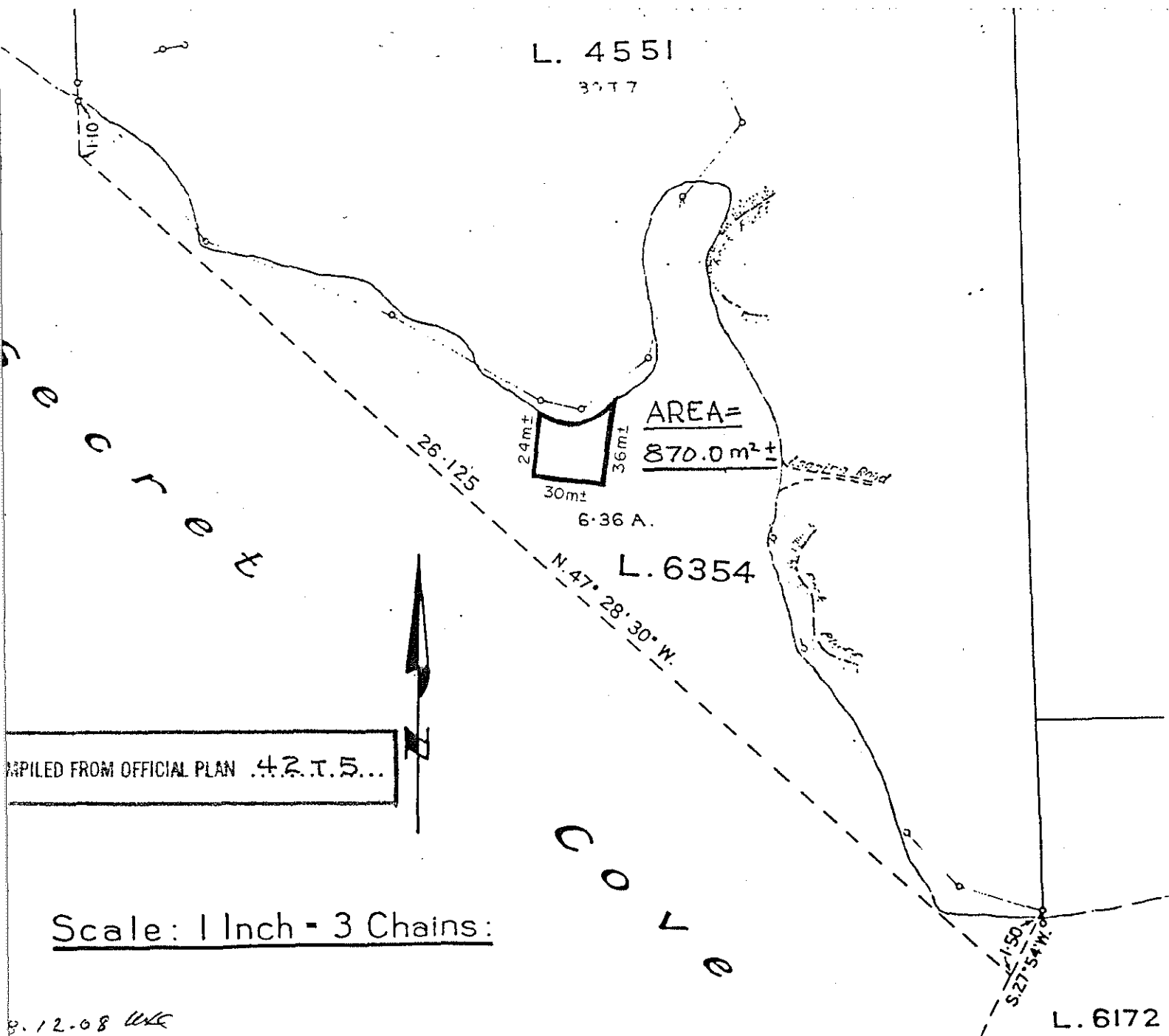
FILE No.

2403652

1.1 Legal Description

That part of District Lot 6354, Group 1, New Westminster District, shown outlined in red on plan below and containing 870.00 square metres, more or less.

L57d (2/83) M-34f M28-825



9.12.08 UKF



Province of
British Columbia

Ministry of
Crown Lands

Lands Operations
Lower Mainland Region
210, 4240 Manor Street
Burnaby, B.C.
V5G 1B2
Telephone: (604) 660-5500
RapiCom: 660-5538

File: 2403652

Date: 89-01-03

Clarke Simpkins and
Ruth Simpkins
4767 Belmont Street
Vancouver, B.C.
V6T 1A8

Dear Sir and Madam:

Enclosed herewith is License No. 233771 covering

that part of District Lot 6354, Group 1, New
Westminster District,

issued in your name, commencing October 31, 1988,
containing 0.0870 hectares and issued for a period of ten
(10) years for the purpose(s) of private moorage, at the
rental of \$600.00 for the term duly executed on behalf of
the Regional Director.

We wish you every success with your new tenure. Please
call if we can be of further assistance.

Yours truly,

Rod Marining
for Manager,
Land Administration

RM/ah

Encl.

cc: B.C. Assessment Authority, North Shore/Squamish
Valley
Surveyor General Branch, Victoria
Regional District, Sunshine Coast
Provincial Collector, Sechelt

L.34(1)b

ENTERED JAN 23 1989

File No. 2403652Purpose 05 Subpurpose 06Tenure Type LI Tenure Subtype 01Land Type Code 3 OIC Number _____Area (Hectares) 0.0870

Length (Km) _____

Water Type _____

Waterbody Name _____

Survey Required (Y/N) _____

Replaces S.U.P. (Y/N) _____ S.U.P. File No. _____

C.L.A. _____ C.L.A. Project _____ C.L.A. Subpurpose _____

Cutting License (Y/N) _____ Security 10.00Commencement Date 1988-10-31Expiry Date 1998-10-31

Percent of Gross (Y/N) _____

Royalty (Y/N) _____

Purchase Option (Y/N) _____

Policy 9Next Review 1993-10-31

Review Reason: 01 Rental	_____	05 Purchase Price	_____	09 Collat. Agree	_____
02 Insurance	_____	06 Other Permits	_____	10 Security	_____
03 Dev/Mgt/Plan	<u>✓</u>	07 Royalty Rate	_____	11 Expiry	_____
04 Survey Requir.	_____	08 Envir. Concerns	_____	12 Misc.	_____

Phase-in Formula (A/M) _____

Phase-in Year _____ Phase-in Term _____ Zonal Value _____

Fixed Rent Amount _____ Revenue Code 2

Ultimate Rent _____ Old Rent _____

Current Rent _____ Rent Start Date 1988-10-31Year of Lease 1 Royalty Rate and Unit _____Prepaid Amount \$600

Percent of Gross _____

Year of Development _____

Animal Unit Months _____

Benefits (ha) _____

Benefits (\$) _____

Existing Tenures to be Blue Sheeted:

File No. _____ Date _____

File No. _____ Date _____

Note/Reminders: _____

VERIFICATION
ROUTE

	Entry	Verif.
EXAMINER	Rhr	
STATUS	Yes.	Self

As Of: 97/12/30 07:58:07 BC Online: LAND TITLES - TITLE DISPLAY 97/12/
Lterm: XTSA0199 For: PF28123 CRL-POSITIONAL ID 08:12:
Folio: Printer: SULP01

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

LTO: V VANCOUVER

TRX: QT M: D *** LAST PAGE

KEY: 454795

PF1-Help

PF3-Return

PF7-Page Back

PF8-Page Forward

Date: 12/30/97 Time: 08:12:42 AM

As Of: 97/12/30 07:58:07 BC Online: LAND TITLES - TITLE DISPLAY 97/12/
Lterm: XTSA0199 For: PF28123 CRL-POSITIONAL ID 08:12:
Folio: Printer: SULP01

NATURE OF CHARGE

CHARGE NUMBER DATE TIME

RIGHT OF WAY

504371M 1970-02-19 13:48

REGISTERED OWNER OF CHARGE:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

504371M

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

LTO: V VANCOUVER

TRX: QT M: D *** ADDITIONAL PAGE(S) EXIST

KEY: 454795

PF1-Help

PF3-Return

PF7-Page Back

PF8-Page Forward

Date: 12/30/97 Time: 08:12:40 AM

As Of: 97/12/30 07:58:07 BC Online: LAND TITLES - TITLE DISPLAY 97/12/
Lterm: XTSA0199 For: PF28123 CRL-POSITIONAL ID 08:00:
Folio: Printer: SULP01

TAXATION AUTHORITY:

NORTH SHORE - SQUAMISH VALLEY ASSESSMENT AREA

DESCRIPTION OF LAND:

PARCEL IDENTIFIER: 011-466-111
DISTRICT LOT 4551 GROUP 1 NEW WESTMINSTER DISTRICT

LEGAL NOTATIONS:

HERETO IS ANNEXED EASEMENT C76468 OVER PART OF
BLOCK A IN EXPLANATORY PLAN 12817, DISTRICT LOT 4550

CHARGES, LIENS AND INTERESTS:

LTO: V VANCOUVER

TRX: QT M: D *** ADDITIONAL PAGE(S) EXIST

KEY: 454795

PF1-Help PF3-Return PF7-Page Back PF8-Page Forward

Date: 12/30/97 Time: 08:12:38 AM

As Of: 97/12/30 08:16:30 BC Online: LAND TITLES - TITLE DISPLAY 97/12/
Lterm: XTSA0199 For: PF28123 CRL-POSITIONAL ID 08:16:
Folio: Printer: SULP01

SECTION 172 LAND TITLE ACT

VANCOUVER LAND TITLE OFFICE TITLE NO: 454795
DECLARED VALUE N/A FROM TITLE NO: 335597

APPLICATION FOR REGISTRATION RECEIVED ON: 31 MAY, 1962
ENTERED: 11 JUNE, 1962

REGISTERED OWNER IN FEE SIMPLE:
SUNNY HARBOUR ESTATES LTD.
1030 WEST GEORGIA STREET
VANCOUVER, B.C.

LTO: V VANCOUVER

TRX: QT M: D *** ADDITIONAL PAGE(S) EXIST

KEY: 454795

PF1-Help

PF3-Return

PF7-Page Back

PF8-Page Forward

Date: 12/30/97 Time: 08:16:37 AM

Turnagain

L 2819

Island

2404865

T11043

L 3927

L 4544

L 5798

R/W 0306002

240638

240008

L 2838
0293270

RES 2404141

071170

RW 2400085

Secret

Cov

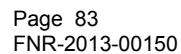
Jack Tolmie
Island

L 2309

L 2309

371170

0150



As Of: DEC 17, 1997 BC Online: COMPANIES - CORPORATION SEARCH 97/12/
Lterm: XTSA0199 For: PF28123 MINISTRY OF ENVIRONMENT, LANDS 08:20:
Folio: Printer: Sulp01

Director: Y Officer: Y
Dir/Off Name: DEREK SIMPKINS
Position: PRESIDENT
Address:

S22

Director: Y Officer: N
Dir/Off Name: DAVID SULLIVAN
Position:
Address:

S22

PF1-Help CS74 - NO MORE INFORMATION TO DISPLAY PF2-BCOL PF3-Return PF7-Back PF8-Forward PF10-Pr

Date: 12/30/97 Time: 08:20:45 AM

As Of: DEC 17, 1997 BC Online: COMPANIES - CORPORATION SEARCH 97/12/
Lterm: XTSA0199 For: PF28123 MINISTRY OF ENVIRONMENT, LANDS 08:20:
Folio: Printer: SULP01

Director: Y Officer: Y
Dir/Off Name: JOAN FOSTER
Position: SECRETARY/TREASURER
Address:

S22

Director: Y Officer: N
Dir/Off Name: HUGH JOHNSTONE
Position:
Address:

S22

CS73 - PRESS ENTER FOR MORE INFORMATION
PF1-Help PF2-BCOL PF3-Return PF7-Back PF8-Forward PF10-Pr

Date: 12/30/97 Time: 08:20:44 AM

As Of: DEC 17, 1997 BC Online: COMPANIES - CORPORATION SEARCH 97/12/
Lterm: XTSA0199 For: PF28123 MINISTRY OF ENVIRONMENT, LANDS 08:20:
Folio: Printer: SULP01

Director: N Officer: Y
Dir/Off Name: IVAN DE WEST
Position: PRESIDENT
Address:

S22

Director: Y Officer: N
Dir/Off Name: VAN DE WEST
Position:
Address:

S22

CS73 - PRESS ENTER FOR MORE INFORMATION
PF1-Help PF2-BCOL PF3-Return PF7-Back PF8-Forward PF10-Pr

Date: 12/30/97 Time: 08:20:43 AM

As Of: DEC 17, 1997 BC Online: COMPANIES - CORPORATION SEARCH 97/12/
Lterm: XTSA0199 For: PF28123 MINISTRY OF ENVIRONMENT, LANDS 08:20:
Folio: Printer: Sulp01

BC COMPANY

Name: SUNNY HARBOUR ESTATES LTD.

Incorporation No: 0051587

Incorporation Date: 06 OCT., 1

Last Annual Report Date: 06 OCT., 1996

Nbr of Principals: 6

In Liq: NO

Receiver: NO

Reporting: NO

Registered Office: 1460 HOWE STREET
VANCOUVER, B.C.
V6Z 1R8

Records Office: 1460 HOWE STREET
VANCOUVER, B.C.
V6Z 1R8

PF1-Help CS73 - PRESS ENTER FOR MORE INFORMATION
PF2-BCOL PF3-Return PF7-Back PF8-Forward PF10-Pr

Date: 12/30/97 Time: 08:20:36 AM

To: Ministry of Environment,
Lands and Parks
Lands Section
10470 152 Street
Surrey, BC
V3R 0R3

File: 2403652

Re: License No. 233771

If you do not wish to apply for a replacement tenure, please sign below and return this portion of the letter to the address noted above.

CLARKE SIMPKINS

(Date)

RUTH SIMPKINS

(Date)

Our records show that Sunny Harbour Estates Ltd. is the owner of District Lot 4511, the adjacent upland. Please provide appropriate documentation to show that you have the consent of the upland owner for your private moorage.

Additional documentation may be required depending on the material provided. If you have any questions regarding this information, please contact me at 582-5394.

Yours truly,

Sharon Wilson
per: Application Committee

January 14, 1998

Our File: 2403652

Clarke & Ruth Simpkins
4767 Belmont Street
VANCOUVER BC V6T 1A8

Dear Sir/Madam :

Re: License No. 233771

Your tenure agreement described above will expire effective October 31, 1998.

If you wish to apply for a replacement tenure, please submit the following to our office within 90 days from the date of this letter:

1. A completed Application for Crown Land Form, enclosed.
2. A non-refundable application fee of \$53.50 (\$50.00 plus \$3.50 GST) in the form of a cheque or money order made payable to the Minister of Finance and Corporate Relations.
3. Please provide a current site plan, including a top view, drawn to scale with a north arrow, identifying the location of all improvements in relation to the boundaries of the tenure area and other legal boundaries. The plan should also include an elevation sketch which shows a side view of all the improvements. Please identify the location of all pilings, dolphins, floats, ramps, anchors, boathouses and the low and high water marks.
4. Photographs that provide a panoramic view of the license area.

**Ministry of
Environment,
Lands and Parks**

Environment and Lands
Lower Mainland Region

Mailing/Location Address:
10470 152 Street
SURREY BC V3R 0Y3

Telephone: (604) 582-5200
Facsimile: (604) 930-7119

As Of: 98/03/30 14:25:24 BC Online: LAND TITLES - TITLE DISPLAY 98/03/
Lterm: XTSA4612 For: SC62179 DIXON, GORDON 14:25:
Folio: Printer: SULP01

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

CORRECTIONS:

L0001 PARCEL TEXT: 011-466-111

1995-03-29 15:33

PREVIOUS TEXT:

NONE

LTO: V VANCOUVER

TRX: QT M: E *** LAST PAGE

KEY: 454795

PF1-Help

PF3-Return

PF7-Page Back

PF8-Page Forward

Date: 3/30/98 Time: 02:25:39 PM

As Of: 98/03/30 14:25:24 BC Online: LAND TITLES - TITLE DISPLAY 98/03/
Lterm: XTSA4612 For: SC62179 DIXON, GORDON 14:25:
Folio: Printer: SULP01

NATURE OF CHARGE

CHARGE NUMBER DATE TIME

RIGHT OF WAY

504371M 1970-02-19 13:48

REGISTERED OWNER OF CHARGE:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

504371M

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

LTO: V VANCOUVER

TRX: QT M: E *** ADDITIONAL PAGE(S) EXIST

KEY: 454795

PF1-Help

PF3-Return

PF7-Page Back

PF8-Page Forward

Date: 3/30/98 Time: 02:25:38 PM

As Of: 98/03/30 14:25:24 BC Online: LAND TITLES - TITLE DISPLAY 98/03/
Lterm: XTSA4612 For: SC62179 DIXON, GORDON 14:25:
Folio: Printer: SULP01

TAXATION AUTHORITY:

NORTH SHORE - SQUAMISH VALLEY ASSESSMENT AREA

DESCRIPTION OF LAND:

PARCEL IDENTIFIER: 011-466-111
DISTRICT LOT 4551 GROUP 1 NEW WESTMINSTER DISTRICT

LEGAL NOTATIONS:

HERETO IS ANNEXED EASEMENT C76468 OVER PART OF
BLOCK A IN EXPLANATORY PLAN 12817, DISTRICT LOT 4550

CHARGES, LIENS AND INTERESTS:

LTO: V VANCOUVER

TRX: QT M: E *** ADDITIONAL PAGE(S) EXIST

KEY: 454795

PF1-Help

PF3-Return

PF7-Page Back

PF8-Page Forward

Date: 3/30/98 Time: 02:25:36 PM

As Of: 98/03/30 14:25:24 BC Online: LAND TITLES - TITLE DISPLAY 98/03/
Lterm: XTSA4612 For: SC62179 DIXON, GORDON 14:25:
Folio: Printer: SULP01

SECTION 172 LAND TITLE ACT

VANCOUVER LAND TITLE OFFICE TITLE NO: 454795
DECLARED VALUE N/A FROM TITLE NO: 335597

APPLICATION FOR REGISTRATION RECEIVED ON: 31 MAY, 1962
ENTERED: 11 JUNE, 1962

REGISTERED OWNER IN FEE SIMPLE:
SUNNY HARBOUR ESTATES LTD.
1030 WEST GEORGIA STREET
VANCOUVER, B.C.

LTO: V VANCOUVER

TRX: QT M: E *** ADDITIONAL PAGE(S) EXIST

KEY: 454795

PF1-Help PF3-Return PF7-Page Back PF8-Page Forward

Date: 3/30/98 Time: 02:25:32 PM

CROWN LAND STATUS

MINISTRY OF ENVIRONMENT,
LANDS AND PARKSFile No.: 2403652
Date: 98-03-30
Region No.: 2

Applicant: C. & R. SIMPKINS

Purpose: PRIVATE MOORAGE

Application entered by: -

Date: -

PIN: 007429090

PIN:

PIN:

PIN:

PIN:

PIN:

Plotted on Map Sheet/Plan

by: Date:

N.T.S./B.C.G.S./PLAN No.

R92G051.1.3

Amended by:

Date:

Reverted: Yes ☐ No ☒ Description of Reversion:

PID No.:

MAP CLEARANCE

Description:

THAT PART OF DISTRICT LOT 6354,
GROUP 1, NEW WESTMINSTER DISTRICT.Area: 870.0m² ± ha. Plan: -

Tube/Tray: -

Location: SECRET CONE

	Name	Code
Assessment Area	N. SHORE-SQUA.	08
Land Title Office	VANCOUVER	6
Regional District	SUNSHINE COAST	28
Municipality	-	-
Electoral District	P. BNER-S. CST.	44
Provincial Forest	-	-

REFERENCE MAP MATERIAL
FORWARDED TO
SURVEYOR GENERAL BRANCH
FOR:☐ PLOTTING

BY: DATE:

☐ DOCUMENT PRINT

BY: DATE:

Forest Service Clearance Requested: Yes ☐ No ☐ Date:

Forest District

Within Agricultural Land Reserve: Yes ☐ No ☐ Partial:Within Indian Reserve Cut-Off: Yes ☐ No ☐

Upland parcel fronts on (body of water)

Foreshore parcel adjoins D.L. 4551, G.P.I. (upland)

Crossed by NWD. (river or creek)

Crossed by/Adjoins - Railway

Crossed by/Adjoins - Other R/W

Crossed by/Adjoins - Highway/Road

DISPOSITION BY OTHER AGENCIES

Mineralized Area

Mineral Claim Staking

Mineral Claim Surveyed

Designated Placer Area

Placer Mining Lease

Coal Licence

Timber Sale

Tree Farm Licence

Christmas Tree Permit

Timber Berth

Timber Licence

Special Timber Licence

Pulp Lease

Petroleum and Natural Gas Act

Range Act

E & N Land Grant

Other (specify)

Page 95

FNR-2013-00150

OTHER CONFLICTS AND REMARKS

0186760 NC.

File No.: 2403652

FILE No.

STATUS OF CONFLICT

* NOTE:

STATE OF TITLE (ALTOS) ON
FILE; UPLAND OWNERS'
CONSENT REQ'D.

Silvia : 98/03/30.

CLR: D.L. 6354 G.P.I. N.W.D.:

(THIS FILE) NC.

2403652 ; 2404347, 2404367 ; 2406068 ; NC.

2406068. NC.

Cleared in CLR by:

Silvia

Date:

98/03/30.

LAND REPORT

Land Officer:	E. D. Eldridge	File No:	2403652
Report Description:	replacement - residential	Document No:	233771
Applicant's Name:	Clarke Simpkins Ruth Simpkins	Inspected:	
Applicant's Address:	4767 Belmont Street Vancouver B.C. V6T 1A8	Xref File No:	

Purpose:	05 Residential
SubPurpose:	05-06 Private Moorage
Tenure:	LI License
SubTenure:	LI-01 License of Occupation

LAM Policy:	3.7.0300 Private Moorage Facilities	Location:	SECRET COVE
Approval:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Area:	0.09 ha
Status Completed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Map Sheet:	R092G051

Legal Description:	DL 6354 Group 1, New Westminster Dist.		
PIN No:	007429090	Roll No:	

Base Requirements:

Land Value:		Rent Amount:	\$600.00
Security Amount:	\$ 0.00	Liability:	\$1,000,000.00
Purchase Price:		Term:	10 years

98/04/16

OK!

[Signature]

ENTERED
APR 20 1998

April 8, 1998

Recommendation:

A Licence of Occupation should be issued with the following conditions:

1. The purpose is for private moorage
2. The term is for 10 years
3. The rent is \$ 600.00
4. Liability should remain at \$ 1,000,000.00
5. No security deposit required
6. Letter of consent from Sunny Harbour Estates should be a condition of the offer
7. The applicant pays the replacement application fee. — rec'd Apr 24/98. *[Signature]*

Discussion:

The original Licence of Occupation for a private moorage facility expires on October 31, 1998. The current application is for a replacement tenure with no changes to the existing facility.

Title search on file, completed on March 30, 1998, indicates that the adjacent upland property is owned by Sunny Harbour Estates. A letter of consent from the upland owner is required.

No concerns have been raised regarding the installation.

Valuation:

According to the policy, tenures exceeding 600 square metres (0.06 ha) are charged the initial \$400.00 and an additional fee of \$1.00 per square metre for the area in excess of the first 600 square metres to a maximum of \$600.00. The area in excess of 600 square metres is 270 ($870 \text{ m}^2 - 600 \text{ m}^2 = 270 \text{ m}^2$), which exceeds the maximum amount of \$200.00. The rental fee for this licence is \$600.00.

Description:

Referrals:

Referrals not required

Elizabeth D. Eldridge
E. D. Eldridge - Land Officer

MICHAEL C. SIMPKINS

527

s.22

PAY TO THE
ORDER OF

April 19 98
Minister of Fin. & Corp. Relations \$ *53.50*



Bank of Montreal

s.22

MEMO

MP
Michael C. Simpkins

s.22

Security features
included.
Details on back.

29403652


**BRITISH
COLUMBIA**
**Ministry of Environment,
Lands and Parks**
**APPLICATION FOR CROWN
LAND & STAKING NOTICE**
Land Act

NAME(S) OF INDIVIDUALS (PLEASE PRINT IN FULL)

Michael C. Simpkins + Nicola Simpkins
JOINT TENANTS ☐TENANTS IN COMMON ☐

COMPANY OR SOCIETY NAME

APT. NO.

STREET ADDRESS:

2842 Bellevue Ave.

POST OFFICE BOX NUMBER

CITY/TOWN

West Vancouver

PROVINCE

B.C.

POSTAL CODE

V7V 1E8
HOME PHONE
s.22

BUS. PHONE

FAX NUMBER
s.22

COMPANY OR SOCIETY INCORPORATION NUMBER:

NON-REFUNDABLE APPLICATION FEE ENCLOSED
YES ☒ NO ☐AGE: 19 OR OVER
s.22CANADIAN CITIZEN
s.22LOCATION OF CROWN
LAND
L 6354 Group 1, New Westminster B.C.
AREA IN HECTARES *0.0870 H.*
870 sq. m.

LEGAL OR BOUNDARY DESCRIPTION:

A) IF SURVEYED, GIVE LEGAL DESCRIPTION: _____

B) IF UNSURVEYED, PLEASE SEE REVERSE FOR STAKING INSTRUCTIONS AND PROVIDE A DESCRIPTION OF BOUNDARIES:

COMMENCING AT A POST PLANTED _____

THEN _____ METRES IN A _____ DIRECTION; THEN _____ METRES IN A _____ DIRECTION;

THEN _____ METRES IN A _____ DIRECTION; THEN _____ METRES IN A _____ DIRECTION;

DATE LAND STAKED: _____ PLEASE ATTACH A MAP OR SKETCH SHOWING THE AREA

INTENDED LAND USE AND PERIOD OF OCCUPATION REQUIRED:

ANY OTHER CROWN LAND HELD BY APPLICANT:

YES ☐ NO ☒

IF YES, STATE TYPE AND TENURE NUMBER:

I hereby certify that all information given in this application for Crown land and Staking Notice is true and correct and that I am an authorized agent - signatory (if company)

Applicants signature(s)

Signature

Date:

April 11 / 98

Information contained in this application is public. Please see reverse for Freedom of Information and Protection of Privacy legislation.

FOR OFFICE USE ONLY

FILE NUMBER:

2403652

TAS CODING:

CLA PROJECT #

FRONT COUNTER COPY



BRITISH COLUMBIA

Ministry of Environment,
Lands and Parks

**APPLICATION FOR CROWN
LAND & STAKING NOTICE**
Land Act

NAME(S) OF INDIVIDUALS (PLEASE PRINT IN FULL)

Michael C. Simphins + Nicola Simphins

JOINT TENANTS

TENANTS IN COMMON ☐

APR 24 1998

COMPANY OR SOCIETY NAME

ENVIRONMENT, LANDS & PARKS
LOWER MAINLAND REGION

APT. NO.	STREET ADDRESS: <i>2842 Bellevue Ave</i>		POST OFFICE BOX NUMBER
CITY/TOWN <i>West Vanc.</i>	PROVINCE <i>BC</i>		POSTAL CODE <i>V7V 1E8</i>
HOME PHONE s.22	BUS. PHONE	FAX NUMBER s.22	COMPANY OR SOCIETY INCORPORATION NUMBER:
AGE: 19 OR OVER s.22	CANADIAN CITIZEN s.22	NON-REFUNDABLE APPLICATION FEE ENCLOSED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
LOCATION OF CROWN LAND <i>L 6354 Group 1, New Westminster</i>	AREA IN HECTARES <i>0.0870 H.</i>		<i>870 sq. m.</i>

LEGAL OR BOUNDARY DESCRIPTION:

A) IF SURVEYED, GIVE LEGAL DESCRIPTION:

B) IF UNSURVEYED, PLEASE SEE REVERSE FOR STAKING INSTRUCTIONS AND PROVIDE A DESCRIPTION OF BOUNDARIES:

COMMENCING AT A POST PLANTED

THEN METRES IN A DIRECTION; THEN METRES IN A DIRECTION;
THEN METRES IN A DIRECTION; THEN METRES IN A DIRECTION;

DATE LAND STAKED: PLEASE ATTACH A MAP OR SKETCH SHOWING THE AREA

INTENDED LAND USE AND PERIOD OF OCCUPATION REQUIRED:	
ANY OTHER CROWN LAND HELD BY APPLICANT: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, STATE TYPE AND TENURE NUMBER:	
I hereby certify that all information given in this application for Crown land and Staking Notice is true and correct and that I am an authorized agent - signatory (if company)	
Applicants signature(s) <i>Michael C. Simphins</i>	Date: <i>April 11 / 98</i>
Information contained in this application is public. Please see reverse for Freedom of Information and Protection of Privacy legislation.	
FOR OFFICE USE ONLY	
FILE NUMBER: <i>2403652</i>	TAS CODING: CLA PROJECT #

FILE COPY ORIGINAL

BEFORE MAKING AN APPLICATION FOR CROWN LAND, PLEASE READ THE FOLLOWING INSTRUCTIONS:

STAKING OF UNSURVEYED CROWN LAND:

Where the land is unsurveyed or is part of a surveyed parcel, an applicant is required to identify the land by the process of staking:

Staking is done by attaching the hard copy of this form to a post, at least a metre high above the ground, firmly fixed in the ground at one corner of the land.

An application for Crown land must then be filed within 30 days of staking at a BC Lands regional office.

NOTE: THERE IS NO RIGHT WHATSOEVER ACQUIRED TO ANY CROWN LAND BY REASON OF:

- STAKING THE LAND
- PUBLISHING A NOTICE OF INTENT TO APPLY FOR CROWN LAND
- FILING AN APPLICATION FOR CROWN LAND

DESCRIBING STAKED LAND:

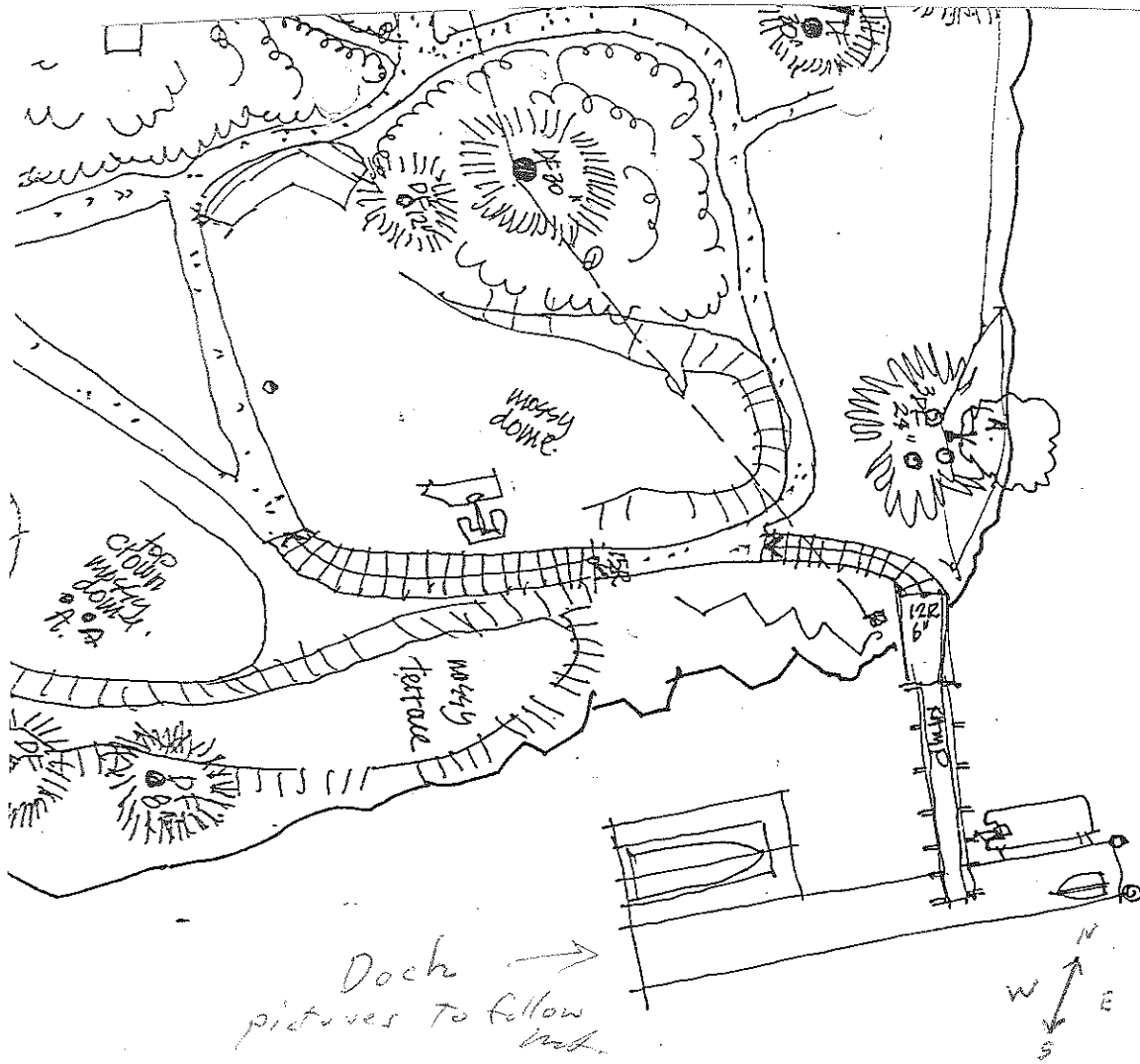
1. The point of commencement, for unsurveyed parcels, should be described in terms of an existing survey post (eg. 18 metres west of the S.E. corner of the parcel) or a readily identifiable geographic feature (eg. a prominent point of land or intersection of two roads) to enable accurate location of the parcel.
2. Boundary lines of the staked area must be, as much as possible, astronomically true north, south, east and west so that a rectangular lot is formed.
3. Where the topographical features of the area do not allow for rectangular boundary lines running true north, south, east and west, then boundaries will be permitted in other directions as long as they do not interfere with the orderly survey of other surrounding land.
4. The side lines for small parcels fronting on lakes, rivers, tidal waters and on certain surveyed highways shall, where possible, be parallel to each other and perpendicular to the general trend of the features on which the small parcel fronts.
5. The sidelines for unsurveyed foreshore shall, as a general rule, be laid out at right angles to the general trend of the shore. This may be varied to suit special conditions; but encroachment on the foreshore fronting adjoining lands shall be avoided. The outside or waterward boundary shall be a straight line or series of straight lines joining the outer ends of the side boundaries. On narrow bodies of water the outside boundary shall not normally extend beyond the near edge of the navigable channel.

1 hectare = 2,471 acres

1 metre = 3.281 feet

100 metres x 100 metres = 10,000 square metres or 1 hectare

Personal information is collected by BC Lands pursuant to the Land Act for the purpose of administering Crown land. Information on your application, and if approved, subsequent tenure will become a part of the Crown Land Registry, which is routinely made available to the public under the freedom of information (FOI) legislation. If you have any questions about this collection of information, please contact the FOI adviser at your local BC Lands regional office.



(CONFIDENTIAL) ----- Account Inquiry ----- TASSA33 --
Client Name : SIMPKINS LICENCE
File Number : 2403652 Ten Stat : ACTIVE
Expiry : 98/10/31 Security Act : .00 Princ Due: .0
Review : 98/10/31 Pend: .00 Other Due: .0
CLA Project : Blkt: Int Due : .0
Interest to : 98/04/20 Prepaid Rent : 600.00 GST Due : .0
=====

Date	Reference	Revenue Code	Charge	Payment	Balance
87/12/07	5773	/20015358 C611211	25.00		25.00
87/12/07	5773	/20015358 PAYMENT		25.00	.00
88/11/22	6202	/20018919 C6022	600.00		600.00
88/11/22	6202	/20018919 C612212	150.00		750.00
88/11/22	6202	/20018919 PAYMENT		750.00	.00
PF1	RECALC	PF2	PF3
PF4	NOTES	PF5	TENURE	PF6	REVERSE
PF7	BACK	PF8	DEFINE	PF9	HELP
PF10	FORWARD	PF11	EXIT	PF12	PREV



FEE SCHEDULE

License No.

File No. 2403652

THE FEE FOR THE TERM is the sum of **\$600.00**, the receipt and sufficiency of which is acknowledged.

License No.

File No. 2403652

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 PROVISOS

- (a) There are no Additional Provisos.



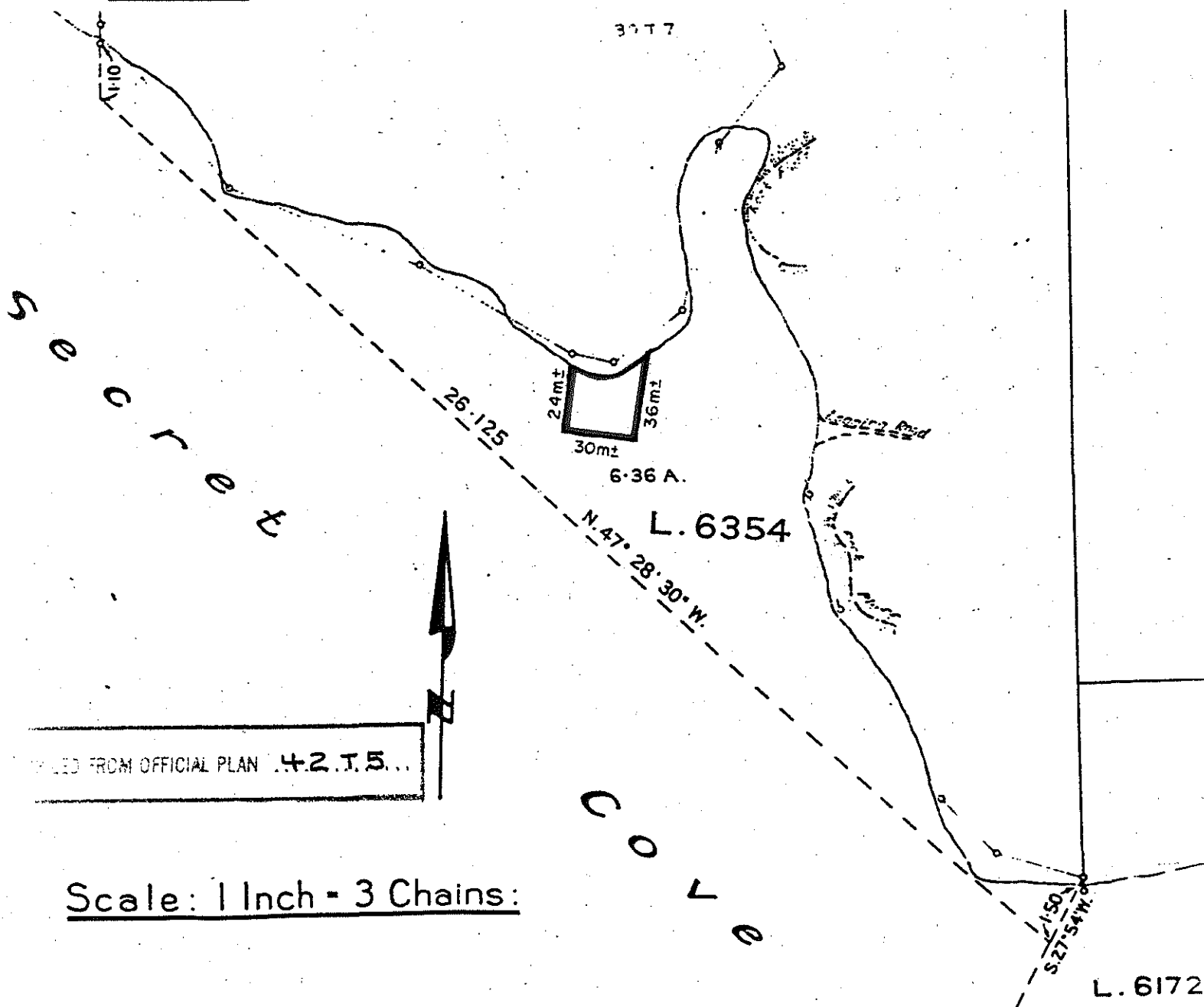
License No.

File No. 2403652

1. Legal Description

That part of District Lot 6354, Group 1, New Westminster District, shown outlined on sketch below, containing 870.0 square metres, more or less.

2. Sketch Plan



Scale: 1 Inch = 3 Chains:

Article X - Interpretation

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

For the Minister of Environment, Lands and Parks

Michael Simpkins

Nicola Simpkins

- (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.

- (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 **\$0.00** 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.

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

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

License No.

File No. 2403652

THIS AGREEMENT dated for reference the **4th day of May, 1998.**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:

**MICHAEL SIMPKINS, and
NICOLA SIMPKINS
as "Joint Tenants"
2842 Bellevue Ave
West Vancouver, British Columbia
V7V 1E8**

(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 **31st day of October, 1998** (hereinafter called the "Commencement Date") unless cancelled in accordance with the terms hereof.

AGREEMENT TO FURTHER TERMS

By accepting this offer, you agree that:

- (a) This offer cannot be transferred to another person;
- (b) This offer and the License does not guarantee that:
 - (i) the Land is suitable for the approved use,
 - (ii) it can be built on,
 - (iii) there is access to it, and
 - (iv) it is not susceptible to flooding or erosion;
- (c) This offer shall survive the signing and issuance of the License provided that in the event of any contradiction between the terms of the offer and the License, the License shall prevail;
- (d) In accordance with the provisions of the Land Act, this offer is not binding upon the Crown until the License is signed by the Crown;
- (e) Time is of the essence in this offer.

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 are a Canadian citizen or permanent resident of Canada and are 19 years of age or older.

FREEDOM OF INFORMATION

Personal information is collected by the Ministry of Environment, Lands and Parks pursuant to the Land Act for the purpose of administering Crown land. Information on your application, and if approved, subsequent tenure will become a part of the Crown Land Registry, which is routinely made available to the public under freedom of information legislation.

If you have any questions, please contact **Carol Johnson** at **582-5384**.

Yours sincerely,

Original Signed By
L. E. Sagen

Authorized Representative

1. FEES PAYABLE

You need to pay the following fees:

License Fee.....	\$	600.00	*T	<i>paid \$600.00</i>
Documentation Fee.....	\$	150.00	*T	
GST (7% X \$750.00).....	\$	52.50		

TOTAL.....	\$	802.50		
		=====		

*T denotes GST payable.

Please make your cheque or money order payable to the Minister of Finance and Corporate Relations.

2. LIABILITY INSURANCE

You need to obtain a comprehensive general liability insurance policy with a limit of **\$1,000,000.00** per occurrence. Evidence of this insurance must be submitted to our office upon request.

3. APPROVALS/CONSENTS/PERMITS

You need to obtain and submit to our office the following:

The written consent from Sunny Harbour Estates Ltd. as upland owner, indicating the term of consent and purpose for which it is given.

Please note, the term of the license will be adjusted to reflect the term of riparian consent.

4. SIGNING OF DOCUMENTS

Please sign all of the License documents in the spaces provided on the signature page, have your signature(s) witnessed, and **RETURN ALL COPIES TO THIS OFFICE**. An originally executed copy will be sent back to you. The witness to your signature can be any adult other than a person who is signing as a party to the agreement or a member of that person's family.

REMINDER: This offer expires if you do not satisfy the above preconditions by July 6, 1998.



Ministry of
Environment,
Lands and Parks

LOWER MAINLAND REGION
Environment & Lands Regions Division
10470 152 Street
Surrey, BC V3R 0R3
Telephone: (604) 582-5200
Facsimile: (604) 930-7119

GST Registration No. R107864738

Your contact is: **Carol Johnson**
Examiner
582-5384

File: 2403652

May 4, 1998

OFFER OF LICENSE

Michael Simpkins
Nicola Simpkins
2842 Bellevue Ave
West Vancouver, British Columbia
V7V 1E8

ENTRY	
W.L.	CS
TAS	
CLR	
Mapping	
Field	
Services	
Accts.	
Please initial as entry made	

Dear Michael & Nicola Simpkins:

We are pleased to offer you a License over that part of District Lot 6354, Group 1, New Westminster District, containing 870.0 square metres, more or less (the "Land") for the purpose of constructing, operating and maintaining a Private Moorage Facility.

This is to replace Licence No. 233771, which will expire effective October 31, 1998.

PRECONDITIONS

You can accept this offer by satisfying the following preconditions by July 6, 1998:

File: 2403652

Date: 98-07-08

Michael Simpkins
Nicola Simpkins
2842 Bellevue Avenue
West Vancouver, BC
V7V 1E8

Dear Michael & Nicola Simpkins:

On May 4, 1998 the Ministry offered you a license over that part of District Lot 6354, Group 1, New Westminster District, for the private moorage purposes.

Please ensure all requirements of the Offer of License noted above are delivered to our office within 30 days from the date of this letter.

Yours truly,



Carol Johnson
Examiner

CJ

98-09-09

Ministry of
Environment,
Lands and Parks

Environment and Lands
Lower Mainland Region

Mailing/Location Address:
10470 152 Street
SURREY BC V3R 0Y3

Telephone: (604) 582-5200
Facsimile: (604) 930-7119

October
September 21, 1998

Our File: 2403652

Michael Simpkins
Nicola Simpkins
2842 Bellevue Avenue
West Vancouver, BC
V7V 1E8

Dear Michael & Nicola Simpkins:

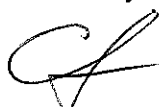
Re: Offer of License dated May 4, 1998

On May 4, 1998 the Ministry offered you a license over that part of District Lot 6354, Group 1, New Westminster District, for private moorage purposes. By letter dated July 8, 1998 the Ministry advised you that all requirements of the offer of license were to be delivered to our office within 30 days from the date of the letter. These requirements have not been received to date.

In view of the above, your application has been reconsidered and disallowed for your failure to comply with the requirements of the Offer of License dated May 4, 1998.

License No. 233771 will expire effective October 31, 1998. Within 30 days from the date of expiry all improvements must be removed and the land left in a safe, clean and sanitary condition.

Yours truly,



Charles Littledale
Section Head
Land Management

CJ

ENTRY	
W.L.	
TAS	CJ
CLR	
Mapping	
Plan	
Notes	
Other	
Project Number	
Project Name	

98-11-30

Ministry of
Environment,
Lands and Parks

Environment and Lands
Lower Mainland Region

Mailing/Location Address:
10470 152 Street
SURREY BC V3R 0Y3

Telephone: (604) 582-5200
Facsimile: (604) 930-7119

CANADA:
PROVINCE OF BRITISH COLUMBIA.
To Wit:

In the Matter of

I,

of

in the Province of British Columbia, do solemnly declare that

1. Michael and Nicola Simpkins are holders of License No. 233771 covering that part of District Lot 6354, Group 1, New Westminster District, issued for private moorage purposes.
2. The above-noted site is no longer required.
3. All improvements have been removed and the land left in a safe, clean and sanitary condition.
4. If the land is found to have improvements thereon or not left in a safe, clean and sanitary condition, I will acknowledge and agree:
 - (a) to forthwith remit to British Columbia Assets and Land Corporation an occupational rental in an amount deemed appropriate by the Regional Manager;
 - (b) to forthwith re-enter on the land and undertake such measures to rectify the breach as deemed appropriate by the Regional Manager.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same legal force and effect as if made under oath.

Declared before me at the
of
Province of British Columbia, this
day of

, in the
, A.D.

.....
*A Commissioner for taking Affidavits for British Columbia or
A Notary Public in and for the Province of British Columbia.*

*British Columbia
Assets and Land Corporation*

File: 2403652

November 30, 1998

Michael Simpkins
Nicola Simpkins
2842 Bellevue Avenue
West Vancouver BC V7V 1E8

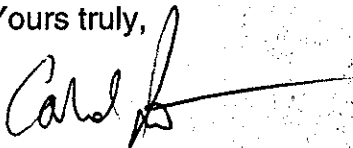
Dear Michael & Nicola Simpkins:

British Columbia Assets and Land Corporation has been delegated the responsibility of managing all Crown land formerly managed by the Ministry of Environment, Lands and Parks (the Ministry).

License No. 233771 covering that part of District Lot 6354, Group 1, New Westminster District, issued for private moorage purposes, has expired effective October 31, 1998. All improvements were to be removed and the land left in a safe, clean and sanitary condition within 30 days from expiry.

Please complete and return the enclosed Statutory Declaration to our office within 15 days, along with a Tax Clearance Certificate verifying taxes have been paid. You may obtain a Tax Clearance Certificate from the Government Agent or local tax collector.

Yours truly,



Carol Johnson
Examiner

CJ

Encl.

cc: Crown Land Registry Services, Victoria
BC Assessment Authority, N. Shore/Squamish Valley
Provincial Collector, Sechelt

Lower Mainland, Land Management Office: #400 - 10470 152 Street, Surrey, BC, V3R 0Y3
Tel (604) 930-7114 • Fax (604) 582-5291

987221

s.22

196

DEC. 10 1998

PAY TO THE
ORDER OF

MINISTRY OF FINANCE

\$ 600.-

STYLE 123



ROYAL BANK OF CANADA

s.22

100 DOLLARS



Security features
included.
Details on back.

MEM:

s.22

s.22

Robert W. Jones
Manager

RECEIVED

DEC 17 1998

LOWER MAINLAND REGION

FILE NO.

Date: 98/12/21 TITLE SEARCH PRINT - VANCOUVER
Requestor: (SC34212) MINISTRY OF ENVIRONMENT, LANDS & PARKS
TITLE - 454795

Time: 13:58:18
Page: 001

VANCOUVER LAND TITLE OFFICE TITLE NO: 454795
FROM TITLE NO: 335597

APPLICATION FOR REGISTRATION RECEIVED ON: 31 MAY, 1962
ENTERED: 11 JUNE, 1962

REGISTERED OWNER IN FEE SIMPLE:
SUNNY HARBOUR ESTATES LTD.
1030 WEST GEORGIA STREET
VANCOUVER, B.C.

TAXATION AUTHORITY:
NORTH SHORE - SQUAMISH VALLEY ASSESSMENT AREA

DESCRIPTION OF LAND:
PARCEL IDENTIFIER: 011-466-111
DISTRICT LOT 4551 GROUP 1 NEW WESTMINSTER DISTRICT

LEGAL NOTATIONS:

HERETO IS ANNEXED EASEMENT C76468 OVER PART OF
BLOCK A IN EXPLANATORY PLAN 12817, DISTRICT LOT 4550

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE
CHARGE NUMBER DATE TIME

RIGHT OF WAY
504371M 1970-02-19 13:48
REGISTERED OWNER OF CHARGE:
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
504371M

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

*British Columbia
Assets and Land Corporation*

File: 2403652

December 21, 1998

Michael Simpkins
Nicola Simpkins
2842 Bellevue Ave
West Vancouver BC V7V 1E8

Dear Michael & Nicola Simpkins:

Re: Offer of License dated May 4, 1998

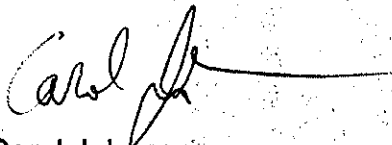
British Columbia Assets and Land Corporation has been delegated the responsibility of managing all Crown land formerly managed by the Ministry of Environment, Lands and Parks (the Ministry).

Thank you for returning the executed license documents to our office along with your payment in the amount of \$600.00 towards the fees payable outlined in the offer of license noted above.

Please ensure the following requirements of the offer of license dated May 4, 1998 are delivered to our office within 15 days from the date of this letter:

1. Balance of the fees payable in the amount of \$202.50;
2. The written consent from Sunny Harbour Estates Ltd. as upland owner, indicating the term of consent and purpose for which it is given. The term of the license will be adjusted to reflect the term of riparian consent.

Yours truly,



Carol Johnson
Examiner

CJ

Lower Mainland, Land Management Office: #400-10470 152 St., Surrey, BC, V3R 0Y3
Tel (604) 930-7114 • Fax (604) 582-5291

99-01-11

1. FEES PAYABLE

You need to pay the following fees:

License Fee.....	\$	600.00	*T	paid \$600.00
Documentation Fee.....	\$	150.00	*T	
GST (7% X \$750.00).....	\$	52.50		paid \$202.50

TOTAL.....	\$	802.50		
		=====		

*T denotes GST payable.

Please make your cheque or money order payable to the Minister of Finance and Corporate Relations.

2. LIABILITY INSURANCE

You need to obtain a comprehensive general liability insurance policy with a limit of **\$1,000,000.00** per occurrence. Evidence of this insurance must be submitted to our office upon request.

3. APPROVALS/CONSENTS/PERMITS

You need to obtain and submit to our office the following:

The written consent from Sunny Harbour Estates Ltd. as upland owner, indicating the term of consent and purpose for which it is given.

Please note, the term of the license will be adjusted to reflect the term of riparian consent.

4. SIGNING OF DOCUMENTS

Please sign all of the License documents in the spaces provided on the signature page, have your signature(s) witnessed, and **RETURN ALL COPIES TO THIS OFFICE**. An originally executed copy will be sent back to you. The witness to your signature can be any adult other than a person who is signing as a party to the agreement or a member of that person's family.

REMINDER: This offer expires if you do not satisfy the above preconditions by July 6, 1998.

License No.

File No. 2403652

THIS AGREEMENT dated for reference the 4th day of May, 1998.

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")

AND:

MICHAEL SIMPKINS, and
NICOLA SIMPKINS
as "Joint Tenants"
2842 Bellevue Ave
West Vancouver, British Columbia
V7V 1E8

(hereinafter called the "Licensee")

OF THE FIRST PART

RECEIVED

DEC 17 1998

\$ 600.00

BY *R/R mk***RECEIVED**
DEC 17 1998
LOWER MAINLAND REGION
FILE NO.

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 (herein-
after 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 31st day of October, 1998 (hereinafter called the
"Commencement Date") unless cancelled in accordance with the terms hereof.

*British Columbia
Assets and Land Corporation*

File: 2403652

January 12, 1999

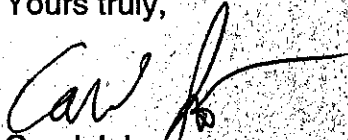
Michael Simpkins
Nicola Simpkins
2842 Bellevue Ave
West Vancouver BC V7V 1E8

Dear Michael & Nicola Simpkins:

By letter dated December 21, 1998 we requested that you deliver to our office the balance of the fees payable in the amount of \$202.50 and the written consent from Sunny Harbour Estates Ltd. as upland owner. These requirements have not been received to date.

Please note, if the requirements noted above are not delivered to our office within 15 days from the date of this letter, your license for private moorage will not be issued and you will be considered in trespass of Crown land.

Yours truly,

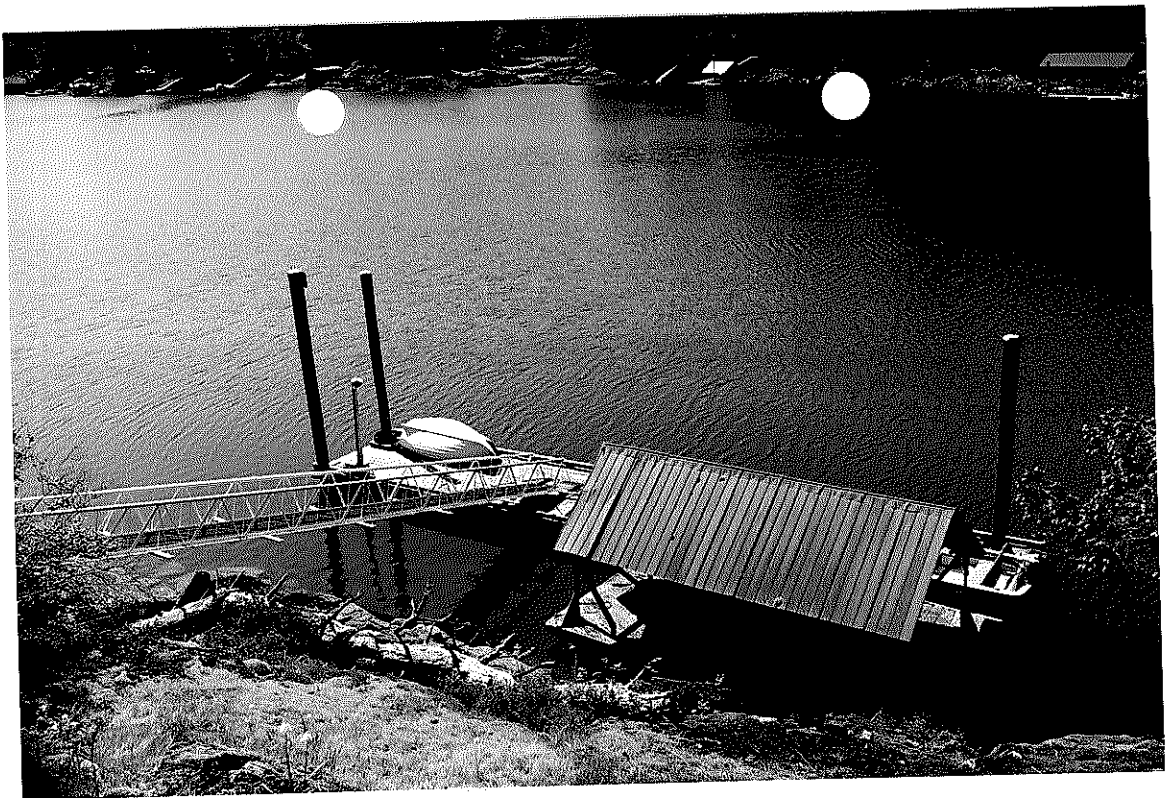
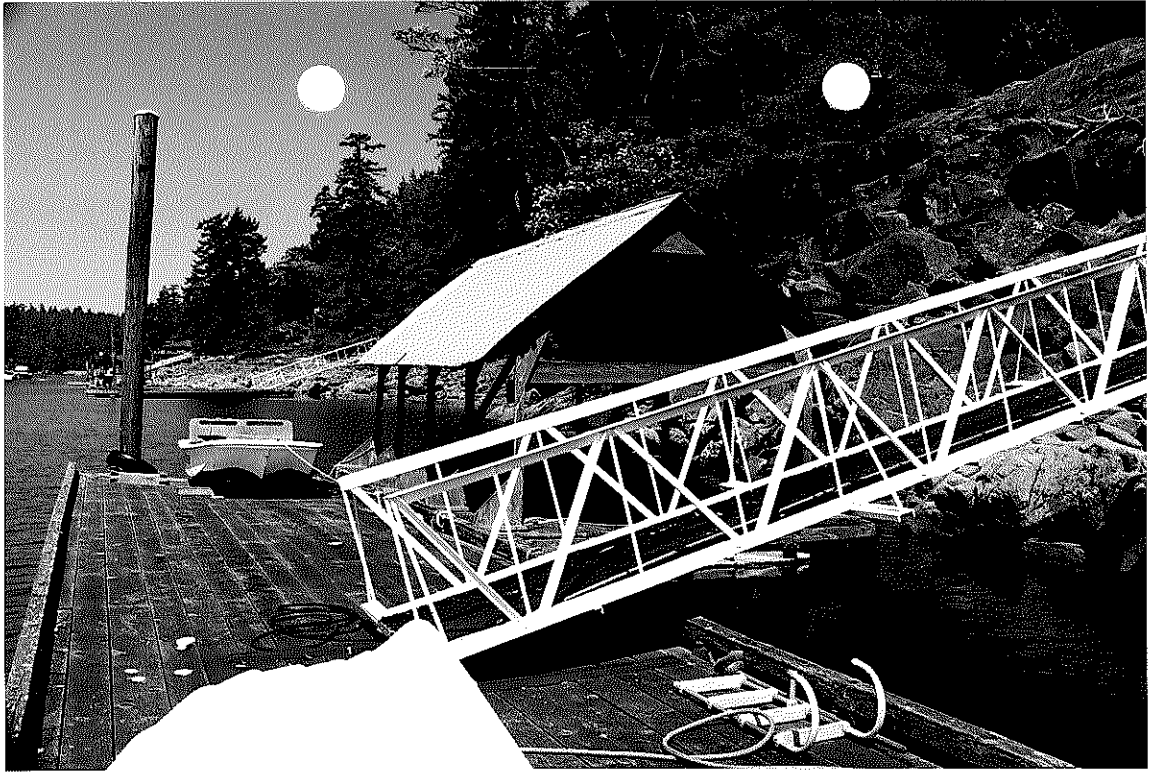


Carol Johnson
Examiner

CJ

Lower Mainland, Land Management Office: #400-10470 152 St., Surrey, BC, V3R 0Y3
Tel (604) 930-7114 • Fax (604) 582-5291

99-0201



Dec 31/98

SUNNY HARBOUR ESTATES, LTD.

RECEIVED

JAN 13 1999

BC ASSETS & LAND CORPORATION

FILE No.

We agree to use
lic. # 233 771 by Simpkins
family for period stated on
Government contract.

[Signature]
per. Sunny Harbour Estates
LTD.

MICHAEL C. SIMPKINS

s.22

680

DATE Dec 31/98

PAY TO THE
ORDER OF

Ministry of Fin & Econ. Relations

\$ 202.50

Two hundred & two

59

100 DOLLARS

Security features
included.
Details on back.



Bank of Montreal

s.22

MEM

s.22

s.22

Michael C. Simpkins

*British Columbia
Assets and Land Corporation*

File: 2403652

January 14, 1999

Michael Simpkins
Nicola Simpkins
2842 Bellevue Ave
West Vancouver BC V7V 1E8

Dear Michael & Nicola Simpkins:

British Columbia Assets and Land Corporation has been delegated the responsibility of managing all Crown land formerly managed by the Ministry of Environment, Lands and Parks (the Ministry).

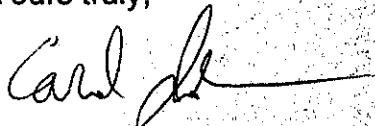
It is my pleasure to enclose your original copy of License No. 236927 duly executed on behalf of the Minister, replacing License No. 233771, which expired effective October 31, 1998.

The license is issued for a term of 10 years commencing October 31, 1998 for the purpose of constructing, operating and maintaining a Private Moorage Facility at the rental of \$600.00 for the term.

This license covers that part of District Lot 6354, Group 1, New Westminster District, containing 870.0 square metres, more or less.

Please do not hesitate to contact me if you have any questions or require assistance. It continues to be our pleasure to be of service.

Yours truly,



Carol Johnson
Examiner

Encl.

cc: BC Assessment Authority, N. Shore/Squamish Valley
Crown Land Registry Services, Victoria
Sunshine Coast Regional District
Provincial Collector, Sechelt

Lower Mainland, Land Management Office: #400-10470 152 St., Surrey, BC, V3R 0Y3
Tel (604) 930-7114 • Fax (604) 582-5291

CODING SHEET

File No. 2403652

Purpose 05 Subpurpose 06
 Tenure Type 41 Tenure Subtype 01
 Land Type Code 3
 Area (Hectares) 0.087

Security \$0.00

Commencement Date 1998-10-31

Expiry Date 2008-10-31

Policy 9

Next Review 2008-10-31

Review Reason: 01 Rental _____ 05 Purchase Price _____ 09 Collat. Agree _____
 02 Insurance _____ 06 Other Permits _____ 10 Security _____
 03 Dev/Mgt/Plan _____ 07 Royalty Rate _____ 11 Expiry ✓
 04 Survey Requir. _____ 08 Envir. Concerns _____ 12 Misc. _____

Fixed Rent Amount _____

Value _____

Current Rent _____

Rent Start Date 1998

Royalty Rate and Unit _____

Prepaid Amount \$600.00

Dev. Year _____

Percent of Gross _____

Note/Reminders: _____

	INITIAL	DATE
EXAMINER	CS	99-01-14
CHECKED		
COMPUTER ENTRY	CS	99-01-18

Dec 31/98

SUNNY HARBOUR ESTATES, LTD.

RECEIVED

JAN 13 1999

BC ASSETS & LAND CORPORATION

EKE No. 202050

C402

COMB ENT'D JAN 14 1999

We agree to use
lic. # 233 771 by Simpkins
family for period stated on
Government contract.
M. J. Simpson
per. Sunny Harbour Estates
LTD.

20015368

file 2403652



The Best Place on Earth

May 29, 2008

Chief & Council
shíshálh Nation
PO Box 740
Sechelt BC V0N 3A0

(VIA MAIL)

Dear Chief & Council,

Re: Implementation of a New First Nations Consultation Process for Replacing (Renewing) Existing Land Tenures

The Integrated Land Management Bureau (ILMB) is starting a new consultation process for replacements of existing tenures. The new process involves an enhanced level of consultation that will be carried out as part of the adjudication process. We expect there to be challenges as the process develops and is refined to address individual First Nation requirements. We will look to the First Nations for input into how the process could be adjusted to best meet individual needs.

We are proposing to consult initially on an annual basis for replacement of tenures. We anticipate the maximum number of replacements an individual First Nation would be consulted on annually is approximately one hundred. All existing tenures coming up for replacement with an expiry date of June 1, 2008 and beyond will fall under the new consultation process.

The process will consist of an annual referral of all tenures that are due for replacement in the year. Initially the first referral will be for tenures expiring during the interval of June 1, 2008 to March 31, 2009. ILMB will meet with each First Nation sometime during the months of June through to September to discuss the attached information map and associated data spreadsheet of all of the replacements in each First Nation's consultative area.

**Integrated Land
Management
Bureau**

*Ministry of
Agriculture and Lands*

Mailing Address:
Integrated Land Management Bureau
Ministry of Agriculture and Lands
Suite 200 - 10428 153 St
Surrey BC V3R 1E1
Tel (604) 586-4400 Fax (604) 586-4434

Location:
Suite 200 - 10428 153 St
Surrey BC V3R 1E1

It is our expectation that the meeting will enable the format of the maps and spreadsheet as well as the consultation process to be discussed to ensure the information needs of each First Nation are met. ILMB can facilitate First Nations access to electronic mapping and data access programs to view tenure information digitally upon request at the meeting.

It is our expectation that First Nations will have sufficient time to review the information before providing us with a formal response. Furthermore, it is our hope that ILMB and the First Nation will be able to identify those tenures that have minimal impact and do not require further discussion so that we may focus on the more problematic ones.

During the transition to this new process we would ask that you focus initially on those tenures that are expiring between June and September (highlighted in yellow on the attached spreadsheet). As mentioned above, it is our intention to meet with each First Nation to discuss the lists of files. However, as the "June to September" files will expire soon, there will not be adequate time to meet, and we would ask that you provide us with a written response as to how the replacement of these tenures might impact your traditional use. We would ask that you provide these comments within the next two months (approximately 60 days). For all tenures with an expiry date after September 2008, there will be a three month (approximately 90 days) period from the date of this letter to provide comments.

The land officer assigned to each file will contact the First Nation to respond to any questions, concerns, or requests for additional information that the First Nation may have on specific tenures that will be coming up for replacement.

ILMB looks forward to consulting cooperatively with your First Nation around replacement tenures. If you have any questions or concerns, please contact me at (604) 586-4313.

Yours truly,

Andrea Cowgill
Senior Land Officer

Enclosures

- (1) Overview Map of Tenures Expiring Between June 1, 2008 and March 31, 2009
- (2) Spreadsheet of Tenures Expiring Between June 1, 2008 and March 31, 2009

Tenures Expiring Between June 1, 2008 and March 31, 2009							
TENURE EXPIRY	TENURE SUBPURPOSE	FILE NO.	TENURE SUBTYPE	TENURE PURPOSE	AREA (ha)	TENURE LOCATION	TENURE HOLDER
01-Apr-08	PRIVATE MOORAGE	2403219	LICENCE OF OCCUPATION	RESIDENTIAL	0.027	NELSON ISLAND	PETER SEGATO
08-Jun-08	PRIVATE MOORAGE	2403693	LICENCE OF OCCUPATION	RESIDENTIAL	0.035	SECRET COVE	HJORTH PAUL
01-Aug-08	PRIVATE MOORAGE	2400764	LICENCE OF OCCUPATION	RESIDENTIAL	0.020	PENDER HARBOUR	ALEXANDER ROBERT
01-Aug-08	PRIVATE MOORAGE	2406151	LICENCE OF OCCUPATION	RESIDENTIAL	0.058	SECRET COVE	FISCHER JEORG
08-Aug-08	PRIVATE MOORAGE	2400575	LICENCE OF OCCUPATION	RESIDENTIAL	0.183	PENDER HARBOUR	ROWAND JEREMY
08-Aug-08	PRIVATE MOORAGE	2400581	LICENCE OF OCCUPATION	RESIDENTIAL	0.059	PENDER HARBOUR	BECKER ROBERT
08-Aug-08	PRIVATE MOORAGE	2403726	LICENCE OF OCCUPATION	RESIDENTIAL	0.034	PENDER HARBOUR	ERICKSON ROY
29-Aug-08	PRIVATE MOORAGE	2400938	LICENCE OF OCCUPATION	RESIDENTIAL	0.013	PENDER HARBOUR	AIKENHEAD FRANK
07-Sep-08	PRIVATE MOORAGE	0336791	LICENCE OF OCCUPATION	RESIDENTIAL	0.065	PENDER HARBOUR	PETERSON WALLACE
30-Sep-08	PRIVATE MOORAGE	2403809	LICENCE OF OCCUPATION	RESIDENTIAL	0.128	PEARSON ISLAND	FENCHURCH TRUST LTD. C/O RUSSELL & DU MOULIN
14-Oct-08	MARINA	2400733	STANDARD LEASE	COMMERCIAL	0.186	PENDER HARBOUR	FENCHURCH TRUST LIMITED
21-Oct-08	PRIVATE MOORAGE	2403915	LICENCE OF OCCUPATION	RESIDENTIAL	0.056	PENDER HARBOUR	MATZEN HANS
31-Oct-08	PRIVATE MOORAGE	2403652	LICENCE OF OCCUPATION	RESIDENTIAL	0.086	SECRET COVE	SIMPKINS MICHAEL
16-Jan-09	PRIVATE MOORAGE	2403985	LICENCE OF OCCUPATION	RESIDENTIAL	0.061	PENDER HARBOUR	WONG LINDA
22-Feb-09	PRIVATE MOORAGE	2403857	LICENCE OF OCCUPATION	RESIDENTIAL	0.034	SECRET COVE	SULLIVAN DAVID
06-Mar-09	PRIVATE MOORAGE	2403839	LICENCE OF OCCUPATION	RESIDENTIAL	0.113	NELSON ISLAND	MILLIGAN DOUGLAS

Note: Tenures highlighted in yellow are in the critical transition period and have a 60 day comment period from the date of this letter.

Land Title System**Search Results**

For: [SC62179] [DIXON, GORD]

Feb 07, 2008

As Of: 08/02/07 09:04:23

Check for Prints

09:04:24 AM

Main Menu

Return

Search Again

Help ?

BC OnLine Mailbox Services

Print Only Current Title Info.

Print Current & Cancelled Title Info.

Folio: **Search by Title Displaying Current & Cancelled Information****Title Displayed**

VANCOUVER LAND TITLE OFFICE TITLE NO: BA344804
DECLARED VALUE FROM TITLE NO: 454795

APPLICATION FOR REGISTRATION RECEIVED ON: 22 DECEMBER, 2006
ENTERED: 05 JANUARY, 2007

REGISTERED OWNER IN FEE SIMPLE:

SUNNY HARBOUR ESTATES LTD.
201-5710 TEREDO STREET
PO BOX 1669
SECHELT, BC
VON 3A0

TAXATION AUTHORITY:

NORTH SHORE - SQUAMISH VALLEY ASSESSMENT AREA

DESCRIPTION OF LAND:

PARCEL IDENTIFIER: 011-466-111
DISTRICT LOT 4551 GROUP 1 NEW WESTMINSTER DISTRICT

LEGAL NOTATIONS:

BYLAW CONTRAVENTION NOTICE, COMMUNITY CHARTER, SECTION 57
SEE BA102018

HERETO IS ANNEXED EASEMENT C76468 OVER PART OF

BLOCK A IN EXPLANATORY PLAN 12817, DISTRICT LOT 4550

CHARGES, LIENS AND INTERESTS:**NATURE OF CHARGE**

CHARGE NUMBER	DATE	TIME
---------------	------	------

RIGHT OF WAY

504371M	1970-02-19	13:48
---------	------------	-------

REGISTERED OWNER OF CHARGE:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
504371M

COVENANT

BW100101	2004-03-12	12:41
----------	------------	-------

REGISTERED OWNER OF CHARGE:

VANCOUVER COASTAL HEALTH AUTHORITY
BW100101

CROWN LAND STATUS
INTEGRATED LAND MANAGEMENT
BUREAU

No.: 2403652
Date: 08-02-06
Region No.: 2.

Applicant: M. & N. SIMPKINS

Purpose: PRIVATE MOORAGE

Application entered by: -

Date: -

PIN: 7429090.

Plotted on Map Sheet/Plan

PIN:

by:

Date:

PIN:

N.T.S./B.C.G.S./PLAN No.

PIN:

R92G-051-1-3

PIN:

PIN:

Amended by:

Date:

Reverted: Yes ☐ No ☒ Description of Reversion:

PID No.: 011-466-111.

MAP CLEARANCE

Description: THAT PART OF DISTRICT LOT 6354
GROUP 1, NEWWESTMINSTER DISTRICT.

Area: 0.08 ha. ±

Plan: -

Tube/Tray: 42TR5.

Location: SECRET COVE

	Name	Code
Assessment Area	N. SHORE-SQUA.	
Land Title Office	VANCOUVER	
Regional District	SUN. COAST	
Municipality	-	
Electoral District	P. RIVER-S. CST.	
Provincial Forest	-	NC.

Forest Service Clearance Requested: Yes ☐ No ☐

Forest District

Within Agricultural Land Reserve: Yes ☐ No ☐

Within Indian Reserve Cut-Off: Yes ☐ No ☐

Upland parcel fronts on: (body of water)

* Foreshore parcel adjoins: DL 4551, GP1 (upland)

Crossed by: (river or creek)

Crossed by/Adjoins-Railway

Crossed by/Adjoins-Other R/W

Crossed by/Adjoins-Highway/Road

OTHER CONFLICTS AND REMARKS

0186760 NC.

REFERENCE MAP MATERIAL
FORWARDED TO
CROWN LAND REGISTRY SERVICES
FOR:

☐ PLOTTING

BY: DATE:

☐ DOCUMENT PRINT

BY: DATE:

Date:

Partial:

DISPOSITION BY OTHER AGENCIES

Mineralized Area

Mineral Claim Staking

Mineral Claim Surveyed

Designated Placer Area

Placer Mining Lease

Coal License

Timber Sale

Tree Farm License

Christmas Tree Permit

Timber Berth

Special Timber License

Pulp Lease

Petroleum and Natural Gas Act

Range Act

E & N Land Grant

Other (specify)

File No.: 2403652.

FILE No.

STATUS OF CONFLICT

* NOTE:

STATE OF TITLE (ALTOS)
ON FILE ; UPLAND
OWNER'S CONSENT REQD

[Signature] : 08/02/07.

CLR:

D.L. 6354, G.P.I, N.W.D. :

~~2403652 ; 2404347 ; 2404367 ; NC.~~
~~NC. 2404378 ; 2406068 ; 2408184~~

Cleared in CLR by:

[Signature]

Date: 08/02/06



The Best Place on Earth

513 PM
package.

October 10, 2008

Chief Garry Feschuk & Council
shíshálh Nation
PO Box 740
Sechelt BC V0N 3A0

Dear Chief Garry Feschuk & Council,

Re: Private Moorage Tenures in the shíshálh Nation Territory

We are writing to follow up on the meeting between the Integrated Land Management Bureau (ILMB) and the shíshálh Nation on August 27, 2008 regarding tenure replacements. The meeting provided us with valuable information pertaining to the interests and information requirements of the shíshálh Nation. At the meeting, issues were raised by the shíshálh Nation regarding private moorage in the shíshálh Territory. ILMB committed to providing private moorage information to the shíshálh Nation; however, the larger issues surrounding private moorage policy and tenures in Pender Harbour would require further discussion at a future meeting.

Subsequent to our meeting and referenced in our September 18, 2008 letter, we are providing a package containing information on private moorage tenures in the shíshálh Territory. Enclosed are the following private moorage documents:

- Crown Land Use Operational Policy – Private Moorage
- Sample specific permission document
- Spreadsheet listing all private moorage tenures expiring between April 1, 2008 and December 1, 2008 in the shíshálh Nation territory.¹
- Tenure documents and photos where possible for all private moorage tenures listed in the spreadsheet.

¹ All of the tenures have had no prior consultation with the shíshálh Nation.

**Integrated Land
Management
Bureau**

*Ministry of
Agriculture and Lands*

Mailing Address:
Integrated Land Management Bureau
Ministry of Agriculture and Lands
Suite 200 - 10428 153 St
Surrey BC V3R 1E1
Tel (604) 586-4400 Fax (604) 586-4434

Location:
Suite 200 – 10428 153 St
Surrey BC V3R 1E1

513 private moorage
package.

The Integrated Land Management Bureau (ILMB) understands that the *shíshálh* Nation would like to meet to discuss ILMB's private moorage program including the new *Crown Land Use Operational Private Moorage Policy* and its associated tenures/authorizations. ILMB staff are currently working to coordinate a meeting regarding the issue of Private Moorage within *shíshálh* Nation traditional territory. However, until this meeting occurs between ILMB and the *shíshálh*, all private moorage tenure replacements will continue to be put on hold. As well, FrontCounter BC is not accepting new private moorage applications in Pender Harbour.

Please review the enclosed tenure information. ILMB will be in contact with you to schedule a meeting to discuss private moorage in the *shíshálh* Territory.

Yours truly,

Andrea Cowgill
Land Technical Officer

Cc: Mark Harvey, West Coast ILMB
Jacqueline Cavill, South Coast ILMB

Enclosures



The Best Place on Earth

October 16, 2008

Chief Garry Feschuk & Council
shíshálh Nation
PO Box 740
Sechelt BC V0N 3A0

Dear Chief Garry Feschuk & Council,

Re: Private Moorage Tenures in the shíshálh Nation Territory

We are writing to follow up on a package from the Integrated Land Management Bureau (ILMB) to the shíshálh Nation dated October 10, 2008 regarding private moorage tenure replacements.

The package included a spreadsheet of all private moorage tenures expiring between April 1, 2008 and December 1, 2008 in the shíshálh Nation territory and their associated tenure documents. By mistake, tenures were included in the spreadsheet and accompanying documentation that are not within the shíshálh Nation territory. We have since revised the spreadsheet to accurately include only the private moorage tenures within the shíshálh Nation territory expiring between April 1, 2008 and December 1, 2008. Please refer to the attached spreadsheet and disregard the previous spreadsheet included in the October 10, 2008 package. No new tenures have been added to the spreadsheet therefore the tenure documentation included in the previous package still applies. Please destroy the tenure documentation for private moorage tenures not listed in the attached revised spreadsheet.

We apologize for any confusion this error may have caused. Please contact me if you have any questions at (604) 586-4313.

Yours truly,

Andrea Cowgill
Land Technical Officer

Cc: Mark Harvey, West Coast ILMB

Enclosure

**Integrated Land
Management
Bureau**

*Ministry of
Agriculture and Lands*

Mailing Address:
Integrated Land Management Bureau
Ministry of Agriculture and Lands
Suite 200 - 10428 153 St
Surrey BC V3R 1E1
Tel (604) 586-4400 Fax (604) 586-4434

Location:
Suite 200 - 10428 153 St
Surrey BC V3R 1E1

Private Moorage Tenures Expiring Between April 1, 2008 and October 31, 2008							
TENURE EXPIRY	TENURE SUBPURPOS	FILE NO.	TENURE SUBTYPE	TENURE PURP	AREA (ha)	TENURE LOCATION	TENURE HOLDER
01-Apr-08	PRIVATE MOORAGE	2400964	LICENCE OF OCCUPATION	RESIDENTIAL	0.055	PENDER HARBOUR	BRANKO & ANGELA PER
01-Apr-08	PRIVATE MOORAGE	2400988	LICENCE OF OCCUPATION	RESIDENTIAL	0.009	PENDER HARBOUR	JOHN & LORAINÉ CLOKIE
01-Apr-08	PRIVATE MOORAGE	2403181	LICENCE OF OCCUPATION	RESIDENTIAL	0.033	SECRET COVE	HAROLD & OLGA CHURSINOFF
01-Apr-08	PRIVATE MOORAGE	2403219	LICENCE OF OCCUPATION	RESIDENTIAL	0.027	NELSON ISLAND	PETER SEGATO
10-Apr-08	PRIVATE MOORAGE	0201106	LICENCE OF OCCUPATION	RESIDENTIAL	0.951	GAMBIER ISLAND	DAISY BAY ESTATES LTD.
25-Apr-08	PRIVATE MOORAGE	0210012	LICENCE OF OCCUPATION	RESIDENTIAL	0.058	PENDER HARBOUR	WILLIAM & NORMA LOUGHEED
25-Apr-08	PRIVATE MOORAGE	2403534	LICENCE OF OCCUPATION	RESIDENTIAL	0.015	PENDER HARBOUR	LEEME COUTTS
27-Apr-08	PRIVATE MOORAGE	0197327	LICENCE OF OCCUPATION	RESIDENTIAL	0.180	SALMON INLET	623023 B.C. LTD.
16-May-08	PRIVATE MOORAGE	2403686	LICENCE OF OCCUPATION	RESIDENTIAL	0.040	PENDER HARBOUR	MURRAY & LORETA MACDONALD
08-Jun-08	PRIVATE MOORAGE	2403693	LICENCE OF OCCUPATION	RESIDENTIAL	0.035	SECRET COVE	HJORTH PAUL
01-Aug-08	PRIVATE MOORAGE	2400764	LICENCE OF OCCUPATION	RESIDENTIAL	0.020	PENDER HARBOUR	ALEXANDER ROBERT
01-Aug-08	PRIVATE MOORAGE	2406151	LICENCE OF OCCUPATION	RESIDENTIAL	0.058	SECRET COVE	FISCHER JEORG
08-Aug-08	PRIVATE MOORAGE	2400575	LICENCE OF OCCUPATION	RESIDENTIAL	0.183	PENDER HARBOUR	ROWAND JEREMY
08-Aug-08	PRIVATE MOORAGE	2400581	LICENCE OF OCCUPATION	RESIDENTIAL	0.059	PENDER HARBOUR	BECKER ROBERT
08-Aug-08	PRIVATE MOORAGE	2403726	LICENCE OF OCCUPATION	RESIDENTIAL	0.034	PENDER HARBOUR	ERICKSON ROY
29-Aug-08	PRIVATE MOORAGE	2400938	LICENCE OF OCCUPATION	RESIDENTIAL	0.013	PENDER HARBOUR	AIKENHEAD FRANK
07-Sep-08	PRIVATE MOORAGE	0336791	LICENCE OF OCCUPATION	RESIDENTIAL	0.065	PENDER HARBOUR	PETERSON WALLACE
30-Sep-08	PRIVATE MOORAGE	2403809	LICENCE OF OCCUPATION	RESIDENTIAL	0.128	PEARSON ISLAND	FENCHURCH TRUST LTD. C/O RUSSELL & DU MOULIN
21-Oct-08	PRIVATE MOORAGE	2403915	LICENCE OF OCCUPATION	RESIDENTIAL	0.056	PENDER HARBOUR	MATZEN HANS
31-Oct-08	PRIVATE MOORAGE	2403652	LICENCE OF OCCUPATION	RESIDENTIAL	0.086	SECRET COVE	SIMPKINS MICHAEL



The Best Place on Earth

December 19, 2008

Chief Garry Feschuk & Council
shíshálh Nation
PO Box 740
Sechelt BC V0N 3A0

Dear Chief Garry Feschuk & Council,

Re: Private Moorage Tenures in the shíshálh Nation Territory

We are writing to follow up on the previous package sent to the shíshálh Nation dated October 16, 2008 providing information and requesting comments on private moorage tenures within the shíshálh Nation traditional territory expiring between April 1, 2008 and December 1, 2008. This package is the second batch of expiring private moorage tenures.

Enclosed is a package containing the following information on private moorage tenures in the shíshálh Nation traditional territory:

- Spreadsheet listing all private moorage tenures in the shíshálh Nation territory expiring between December 1, 2008 and March 31, 2009 as well as nine private moorage tenures that expired between April 1, 2008 and June 1, 2008 that were missed in the previous private moorage package dated October 16, 2008.^{1,2}
- Tenure documents and photos where possible for all private moorage tenures listed in the spreadsheet.

The Integrated Land Management Bureau (ILMB) understands that the shíshálh Nation would like to meet to discuss ILMB's private moorage program. ILMB staff have made attempts to coordinate a meeting to discuss Private Moorage within shíshálh Nation traditional territory and will continue to do so.

¹ All of the tenures have had no prior consultation with the shíshálh Nation.

² Land file no. 0343612 was included in the original private moorage package dated October 10, 2008 however it was left out of the corrected package dated October 16, 2008 in error.

**Integrated Land
Management
Bureau**

*Ministry of
Agriculture and Lands*

Mailing Address:
Integrated Land Management Bureau
Ministry of Agriculture and Lands
Suite 200 - 10428 153 St
Surrey BC V3R 1E1
Tel (604) 586-4400 Fax (604) 586-4434

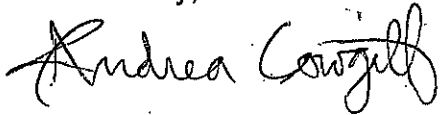
Location:
Suite 200 - 10428 153 St
Surrey BC V3R 1E1

As you are aware, FrontCounter BC is not accepting new private moorage applications in Pender Harbour.

Please review the enclosed spreadsheet and associated tenure information. We would appreciate comments by February 16, 2009 on how replacement of the tenures shaded in green in the spreadsheet (higher priority tenures as they expired over 6 months ago) impacts the *shíshálh* Nation's rights and title interests. For the remaining tenures included in the spreadsheet, we would appreciate comments by March 9, 2009.

We look forward to receiving your comments and will continue to consult with the *shíshálh* Nation on all tenures within the *shíshálh* Nation traditional territory.

Yours truly,

A handwritten signature in black ink, appearing to read "Andrea Cowgill". The signature is fluid and cursive, with the first name "Andrea" being more prominent than the last name "Cowgill".

Andrea Cowgill
Land Technical Officer

Cc:Jacqueline Cavill, South Coast ILMB

Enclosures

Cheryl Denley
Researcher
Rights and Title Department
shíshálh Nation
PO Box 740
Sechelt BC V0N 3A0
Phone: 604.740.5600
Fax: 604.885.2275
cdenley@seheltnation.net

From: Cheryl Denley
Sent: October 1, 2008 2:24 PM
To: 'Cowgill, Andrea N ILMB:EX'
Subject: RE: Missing Tenure Document Package

Hello Andrea,
Yes I did receive the package that you sent; I have not had a chance to look over it yet. Just to re-iterate we will not be able to begin this process with Chief and Council until October 30, 2008.

Cheryl Denley
Researcher
Rights and Title Department
shíshálh Nation
PO Box 740
Sechelt BC V0N 3A0
Phone: 604.740.5600
Fax: 604.885.2275
cdenley@seheltnation.net

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Karmona, Jennifer ILMB:EX

From: Cowgill, Andrea N ILMB:EX
Sent: Wednesday, April 22, 2009 10:55 AM
To: Karmona, Jennifer ILMB:EX
Subject: FW: Replacement tenures

Andrea N Cowgill, B.Sc, A.Ag
Land Technical Officer
Crown Lands & Resources
Regional Operations Division - Coast
Integrated Land Management Bureau
Ministry of Agriculture and Lands
phone: (604)586-4313 fax: (604)586-5429

From: Drysdale, Alec M ILMB:EX
Sent: Monday, December 29, 2008 10:59 AM
To: 'Cheryl Denley'
Cc: Jones, Peter A ILMB:EX; Jasmine Paul; Cowgill, Andrea N ILMB:EX; Cavill, Jacqueline ILMB:EX
Subject: RE: Replacement tenures

Cheryl,

Thank you for your email to Jacqueline last month, and for bringing your concerns to my attention. I apologize for my delay in responding.

I regret that there appeared to have been some miscommunication around the term of the review period for replacements. I can confirm that ILMB did not replace any tenures prior to November 3. Furthermore, you might be interested in knowing that ILMB has not replaced a single tenure in Sechelt territory since April 1st, 2008. This was in part due to ILMB's efforts at finding an approach to reviewing replacements that worked for both ILMB and Sechelt FN. As I explained at our last meeting, ILMB is adjusting its process to reflect comments and concerns received from other First Nations.

Jacqueline has informed me that you have provided comments on tenure 2401355 (Int'l Forest Products at Agammenon Channel). We are reviewing your comments.

At this time, ILMB is not converting any existing private moorage tenures into permits, in Pender Harbour, as we have committed to host a meeting with the Sechelt FN, and with representatives from other government agencies, to discuss various issues. We hope to have that meeting in January.

Jacqueline has informed me that you have recently received a list of replacements that are expiring between November 30, 2008 and March 31, 2009. ILMB will not be reviewing these files until the middle of February.

In terms of tenures that have already expired, ILMB will continue to review them on a tenure by tenure basis. ILMB has an obligation to expired tenure holders to deal with their replacements (either to issue or disallow then) in a timely manner. It is for that reason that ILMB will now start making decisions on the oldest of tenures (from April 2008), and then move forward in time.

ILMB looks forward to working with the Sechelt FN in the new year to finding a referral process that works for both parties.

Thank you.

Alec Drysdale
Service Centre Manager
South Coast Service Centre
Integrated Land Management Bureau
Ministry of Agriculture and Lands
Tel: (604) 586-4420
Fax: (604) 586-4419
E-mail: Alec.Drysdale@gov.bc.ca

From: Cheryl Denley [mailto:cdenley@secheltnation.net]
Sent: Friday, November 7, 2008 2:00 PM
To: Cavill, Jacqueline ILMB:EX
Cc: Jones, Peter A ILMB:EX; Drysdale, Alec M ILMB:EX; Jasmine Paul; Cowgill, Andrea N ILMB:EX
Subject: Replacement tenures

Good Day Jacqueline,

I'm writing further to our discussion yesterday (November 6, 2008) regarding the need for an extension to the proposed deadline for receipt of *shíshálh* Nation input on ILMB request for comment on replacement tenures.

You have asked us to "prove" that we requested further time in our discussions with Ms. Cowgill. Below I have pasted the email I sent to Ms. Cowgill on October 1, 2008 confirming our telephone discussion in which I advised that we could not address these referrals until October 30. This should answer your request for "proof".

A bigger concern is that your failure to respect our request, and your requirement that we demonstrate we have previously asked for more time, is not conducive to building a positive relationship. We deal with all Provincial referrals on a highly professional and organized basis. In fact, it has been our experience that we are often better organized, and more timely in our responses, than ILMB. It is frankly insulting that you would question the validity of my statement that further time is needed, by asking me to provide to you information that should already be shared between you and your colleague. Perhaps this was not the intent of your request, but the fact remains that there has to be a degree of mutual trust and respect where we are not required to "prove" something that has fallen into a communication gap in your office.

We are as well very concerned by your statement to the effect that ILMB has everything in place to renew these tenures and is just waiting to hear from *shíshálh* Nation. The bare minimum criteria for meaningful consultation requires full provision of information, a workable timeframe for developing input and exchanging information, and an intention by ILMB to substantially address any issues we raise. This cannot be achieved if your decision documents are fully drafted before you have even heard our concerns. We are left with the impression that ILMB is reducing consultation to nothing more than another check mark on the to do list of getting these tenures out.

We therefore ask you to confirm to us that no decisions will be made on these tenures, until consultation with *shíshálh* Nation is complete. We have answered your concerns re. communications on timing, and an extension is in our view the only honourable option.

Sincerely,

Generate Report :
Summary



Report Results

8 Interest Record(s) found.
Identifier: All
Report Description:

Select	ILRR Interest Identifier	Issuing Agency	Business Identifier	Status	Type	Responsible Agency
<input type="checkbox"/>	163028	LWBC	Disp Trans SID : 178173 DOCUMENT NUMBER: 236927 FILE NUMBER: 2403652	INACTIVE	RESIDEN-LC	MAL
<input type="checkbox"/>	46182	LWBC	Disp Trans SID : 10874 DOCUMENT NUMBER: 1960/590 FILE NUMBER: 0000000	ACTIVE	PRE-TAN-CG	MAL
<input type="checkbox"/>	1344599	MAL	Disp Trans SID : 866750 FILE NUMBER: 2403652	REQUESTED	NULL	MAL
<input type="checkbox"/>	258370	MEM	Tenure # : 332568 SITE_NUMBER_ID: 332568	ACTIVE	MINPLCC-RS	MEMPR
<input type="checkbox"/>	316984	MSRM	Borden # : DjRx-53	ACTIVE	ARCHEAO-SI	MTSA
<input type="checkbox"/>	394749	TNO	Primary Key : 48 FIRST NATION NAME: Te'mexw Treaty Association	ACTIVE	STOFINT-BD	MARR
<input type="checkbox"/>	394711	TNO	Primary Key : 10 FIRST NATION NAME: Sechelt Indian Band	ACTIVE	STOFINT-BD	MARR
<input type="checkbox"/>	484344	WLAPFW	Cert No. : 200604	ACTIVE	GDOUTFT-CR	MOE

This report may contain information of a confidential and sensitive nature.
Please protect the information accordingly.



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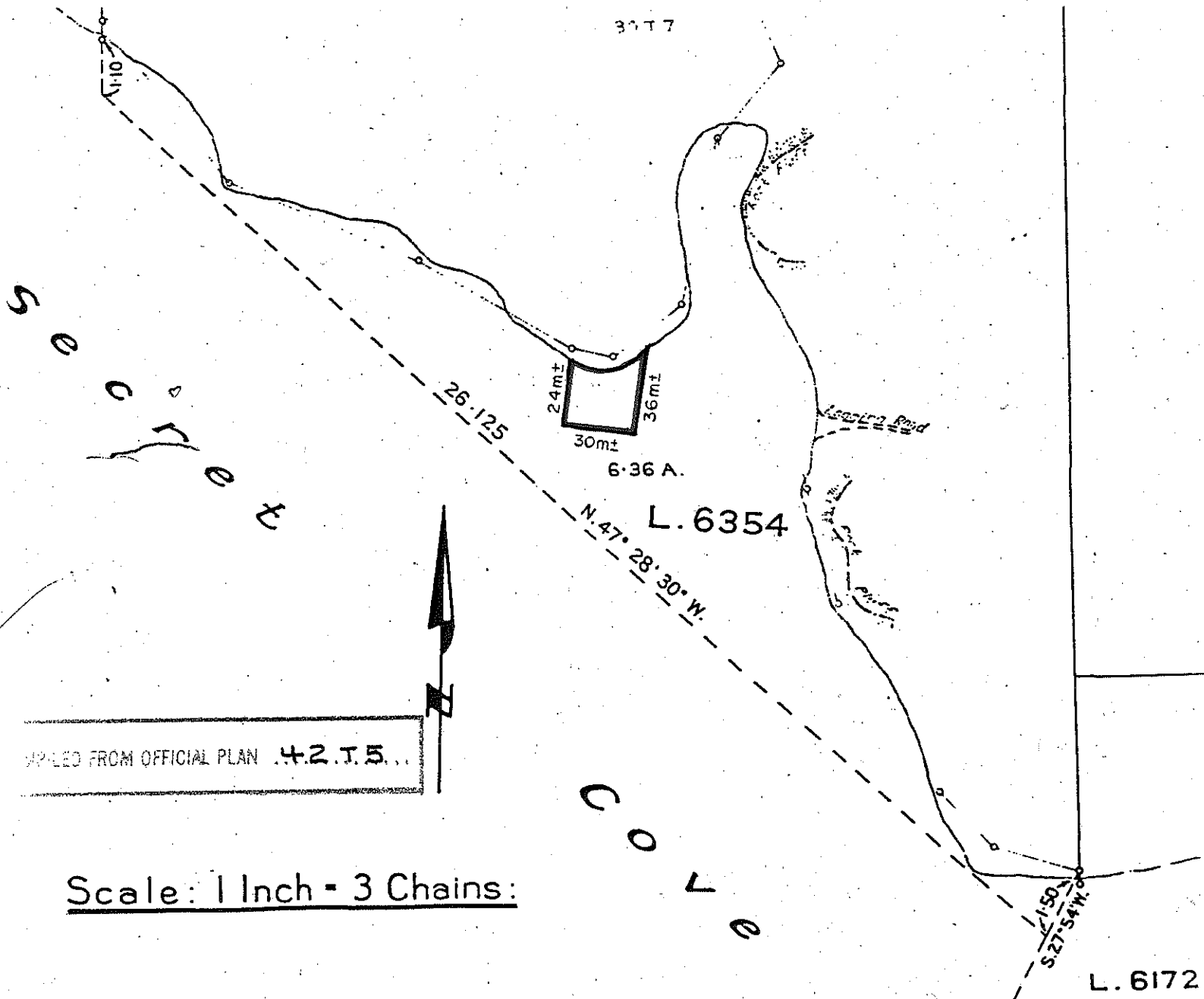
236927

File No. 2403652

1. Legal Description

That part of District Lot 6354, Group 1, New Westminster District, shown outlined on sketch below, containing 870.0 square metres, more or less.

2. Sketch Plan



Scale: 1 Inch = 3 Chains:

7.2 Rentals

7.2.1 Permission

There is no rent charged for General or Specific Permissions.

7.2.2 Lease

A nominal charge of \$200 per annum is levied for a private moorage facility lease. Where the area of aquatic Crown land required for a lease exceeds 2000 square metres, an additional annual charge of \$1.00/square metre is levied to a maximum total annual charge of \$400.

8. ALLOCATION PROCESSES

8.1 Applications

New and replacement tenures are normally offered in response to individual applications.

New Specific Permissions are offered in response to an application. General Permissions will not require an application. General Permission documents will be made available to proponents by the authorizing agency, normally through FCBC.

Although applications will not be required for many small lake and river docks under 20 m², clients must first contact FrontCounter BC prior to commencement of construction to ensure that they are fully informed of the conditions and requirements of a General Permission, and to ensure that a proposed dock is not located in an application-only area. Clients may be required to provide additional information to help staff determine whether an application is needed (e.g. a draft site plan showing design, location or orientation). In addition, clients may need other agency authorizations, such as a notification of works in and about a stream in accordance with Section 9 of the *Water Act*.

8.1.1 Application Package

Applications must be complete before they can be accepted for processing. A complete application package will include all the material defined in the Application Checklist.

Management Plan and Tenure Boundaries

A management plan is required for private moorage applications.

In issuing tenures or permissions, staff are to ensure that permission or tenure boundaries encompass the minimum area required to authorize the placement of necessary improvements (including boat lifts and anchor lines). The permission or tenure area should not include unoccupied open water or tidal areas between structural improvements.

Refer to Section 9.5.1, Development Requirements, as well as the Private Moorage Requirements and Best Management Practices (Appendix 2) for additional factors that may affect the placement and design of a private moorage facility.

FILE: 12565-00
PAGE: 6

EFFECTIVE DATE: August 16, 2004
AMENDMENT: December 5, 2008

ABORIGINAL INTEREST CONSIDERATION REPORT (AICR)

Ministry and Office location: Ministry of Agriculture and Lands, ILMB, Surrey
Applicant Name: Michael and Nicola Simpkins File Number: 2403652
Start Date:

Recommendation: It is recommended that this tenure for a private moorage facility in Secret Cove be replaced with a Specific Permission with no fixed term:

Completion Date: April 30, 2009

Completed By: Jennifer Karmona

1. WHICH FIRST NATION(S) HAVE POTENTIAL INTEREST IN THE AREA?

List First Nation(s) and source(s) of information: The shíshálh Nation

2. IS THE DUTY TO CONSULT TRIGGERED?

- a) Is there real or constructive knowledge of the potential existence of an Aboriginal right or title? (Note: Generally this will be yes if the table in Section 1 has listed First Nations) Yes
- b) Could the decision being contemplated have an adverse impact on the potential right or title? Yes

Is the duty to consult triggered? Yes

If yes, continue to the next section.

If it is determined that consultation is not triggered, provide rationale and stop here.

Rationale for no:

3. REFERRALS and FIRST NATION RESPONSES

Use the attached Communication Table for recording the referral information and subsequent communication with the First Nation(s).

4. SUMMARY OF FIRST NATION(S) RESPONSES

Summarize First Nation(s) response and meeting outcomes: There is no file specific response from shíshálh Nation with substantive information on how this tenure could impact their rights and title on file.

5. CONSIDER REASONABLY AVAILABLE INFORMATION

- ☒ Distance between site area and First Nation Reserves (in km). Result: There is an Indian Reserve, Sechelt Lands No. 24, approximately 10 km from this private moorage facility. There is another Indian Reserve, Sechelt Lands No. 4, approximately 11 km from this private moorage facility.
- ☒ Existing agreements with the First Nation(s) that are relevant to the level and/or format of consultation. Result: None of relevance to this replacement tenure.
- ☒ Existing archaeological information within and/or near the site area. Result: No archaeological information was collected for this specific tenure. The last time the tenure was replaced was in 1998, which was before ILMB started ordering and assessing archaeological research for tenures.
- ☒ Is this within an existing treaty area? No If yes, which one? Select one:
- ☒ Existence and status of Specific Claim(s). Result: None of relevance to this site.
- ☒ Prior consultation with respect to this proposal (e.g. if it is an existing use). Result: No
- ☒ Existing information from the proponent. Result: The proponent did not provide any specific information of relevance to First Nations rights or title.
- ☒ Information from Ministry of Aboriginal Relations and Reconciliation. Result: None of relevance to this specific site.
- ☒ Information from other agencies who are consulting in the area. Results: None of relevance to this specific site.
- ☒ Other. Results: The document, "Sechelt Indian Band - Strength of Claim Assessment and General Advice on Consultation Requirements", dated June 20, 2006, was consulted but there was no specific information on Secret Cove.

Summarize analysis of information considered: There is no specific information available about the shíshálh Nation's use of Secret Cove. This private moorage facility would have a very low impact on the land and so would be unlikely to negatively affect any aboriginal rights in the area.

List tables and maps: N/A

6. DISCUSSION/ANALYSIS/RATIONALE

A. Assessing the Scope of Consultation



Based on a preliminary strength of claim assessment and the seriousness of impact assessment what is the level of consultation required?¹ Medium

Summarize the consultation process to show whether and how the assessed scope of consultation was achieved: The shíshálh Nation was sent a batch replacement referral package for this replacement tenure in a letter dated May 29, 2008. The comment deadline was established by ILMB as 90 days from the date of the letter, i.e. the end of August 2008. Subsequent to this the shíshálh Nation was sent additional batch referrals, which included this tenure, in letters dated October 10th and 16th, 2008. In several correspondances thereafter (see communication table at the end of this AICR), ILMB communicated that they would be moving forward with adjudicating this application if they did not receive substantive comments on how this replacement tenure impacted shíshálh Nation's interests.

B. Accommodation

Is a duty to accommodate likely triggered? No

Summarize result, analysis of information considered, and steps taken to comply with the duty (if triggered):

C. Decision in the Face of Continued Disagreement

Summarize analysis of information considered:

7. SUMMARY AND RECOMMENDATION

Summarize the consultation and accommodation process: Please see section 6 above and the communications table at the end of this AICR

Provide conclusions and recommendation:

Considering the following issues, it is recommended that this tenure for a private moorage facility in Secret Cove be replaced with a Specific Permission with no fixed term:

- ILMB's multiple communications with the shíshálh Nation on replacement tenures in general and on this site in particular;
- the shíshálh Nation did not provide any substantive information regarding how the replacement of this tenure would impact their interests; and
- this tenure would have a very low impact on the subject foreshore and would not likely negatively impact any rights, title or culturally important sites the shíshálh Nation may have in Secret Cove

¹ This is accepted for the purposes of the Haida analysis only (which is preliminary and interim), and does not constitute an admission that is legally binding on the province.

Communication Table (All Communications were with *shíshálh* Nation)

Date	Initiator	Type of Communication	Comments
May 29, 2008	ILMB	Letter	ILMB introduced its new consultation process for replacements of existing tenures and included this tenure in the appended list of tenures that would be expiring in the subsequent months. ILMB requested comments from <i>shíshálh</i> Nation within 90 days of the date the letter was sent, i.e before the end of August 2008.
Aug. 27, 2008	ILMB & <i>shíshálh</i> Nation	Meeting	Meeting regarding tenure replacement process and consultations with <i>shíshálh</i> Nation
Oct. 1, 2008	<i>shíshálh</i> Nation	Email	Confirmed receipt of tenure document package. Notified ILMB that <i>shíshálh</i> Nation would not be able to begin the review process with Chief and Council until Oct. 30, 2008
Oct. 10, 2008	ILMB	Letter	Provided package containing information on private moorage tenures in the <i>shíshálh</i> Territory expiring between April 1, 2008 and December 1, 2008 (subject tenure included in the list)
Oct. 16, 2008	ILMB	Letter	Follow up to Oct. 10, 2008 – provision of corrected list of replacement tenures (subject tenure included in the list)
Nov. 7, 2008	<i>shíshálh</i> Nation	Email	Follow up regarding a discussion between ILMB and <i>shíshálh</i> Nation on the need for an extension to the proposed deadline for the receipt of <i>shíshálh</i> Nation's comments on replacement tenures. Expressed of concern regarding timelines and communication within ILMB. Requested confirmation that ILMB will not make any decisions on replacement tenures until consultation with <i>shíshálh</i> Nation is complete. Re-interated the need for an extension on referral response timelines for the replacement tenures.
Dec. 29, 2008	ILMB	Email	Communicated that ILMB would start making decisions on the oldest expired tenures and then move forward in time



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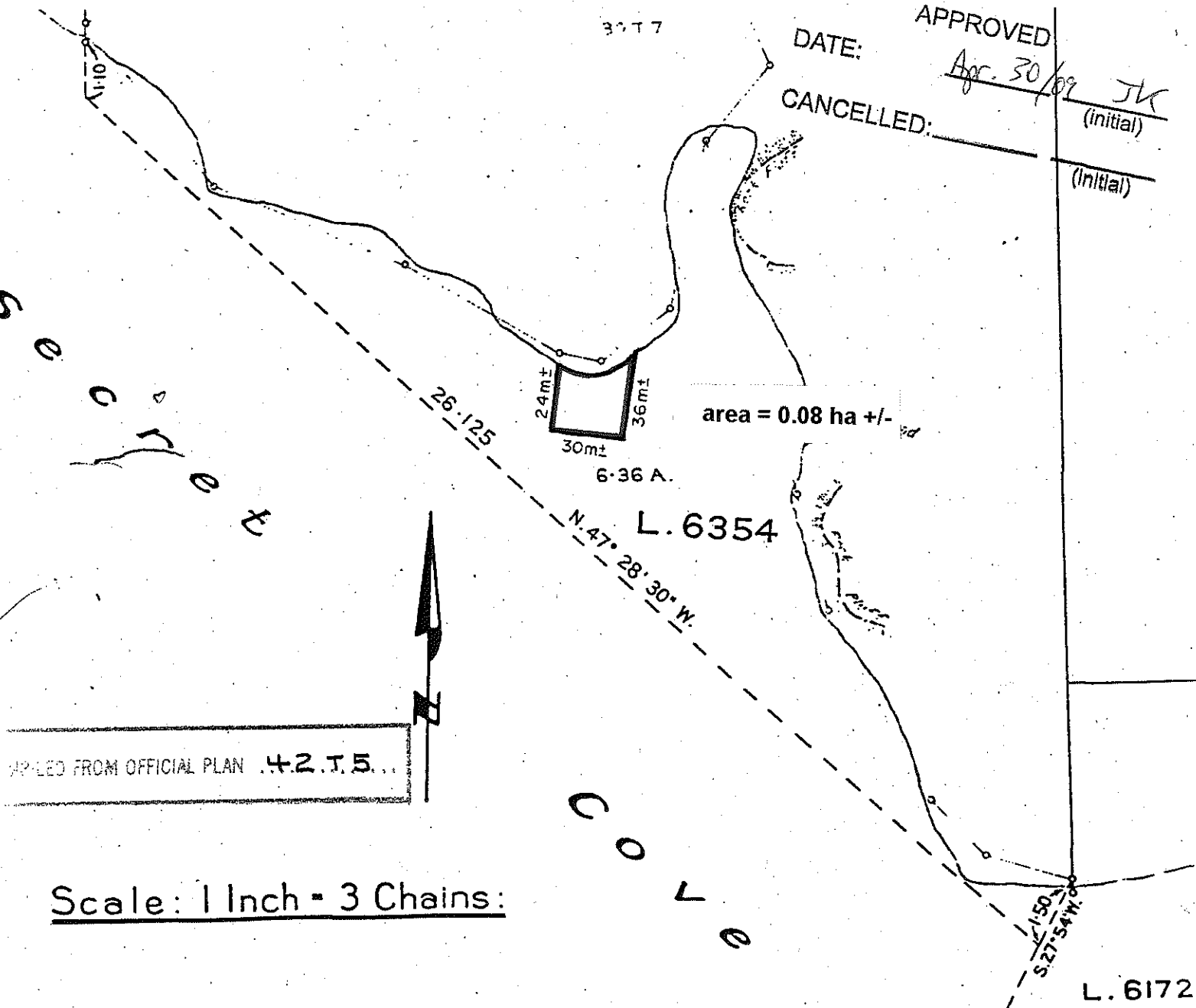
236927

File No. 2403652

1. Legal Description

That part of District Lot 6354, Group 1, New Westminster District, shown outlined on sketch below, containing 870.0 square metres, more or less.

2. Sketch Plan



MISCELLANEOUS LAND USE REPORT

LM - LAND MGMNT - LOWER MAINLAND SERVICE REGION

File:	2403652	Inspected Date:	No site inspection
Reported By:	Jennifer Karmona	Report Date:	April 30, 2009
Phone Number:	604-586-4417	Complexity Level:	1
Applicant:	MICHAEL SIMPKINS NICOLA SIMPKINS		

s.22

Decision: The application is allowed.

Application Type:	Replacement	LMM Policy:	Private Moorage
Purpose:	Residential	Sub-Purpose:	Private Moorage
Type:	Permission	Sub-Type:	Specific Moorage
Commencement Date:	October 31, 2008	Term:	Private Moorage
Purpose Statement:	Constructing, operating and maintaining a Private Moorage Facility		

BCGS Map Sheet:	92G051
Air Photo No.:	No Record Found
Application Area:	0.087 +/- Ha.
Recommended Area:	0.087 +/- Ha.
Location:	Secret Cove

Legal Description:	THAT PART OF DISTRICT LOT 6354, GROUP 1, NEW WESTMINSTER DISTRICT
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Referral Agencies/ Analysis:

Shíshálh Nation [No file-specific response on file]

The shíshálh Nation was sent a batch replacement referral package for this replacement tenure in a letter dated May 29, 2008. The comment deadline was established by ILMB as 90 days from the date of the letter, i.e. the end of August 2008. Subsequent to this the shíshálh Nation was sent additional batch referrals, which included this tenure, in letters dated October 10th and 16th, 2008. In several correspondances thereafter (see communication table at the end of this AICR), ILMB communicated that they would be moving forward with adjudicating this application if they did not receive substantive comments on how this replacement tenure impacted shíshálh Nation's interests. There is no file specific response from shíshálh Nation regarding how this application could impact thier rights on file.

Please see the AICR for further information on correspondance with shíshálh Nation and consideration of their interests in this tenure area.

Clearance and Other Conflicts:

No conflicts listed on the status or ILLR reports (on file)

Upland owner is Sunny Harbour Estates Ltd (State of Title print on file) – **Upland owner consent is required before this replacement tenure can be issued.**

Site Information: Secret Cove**Rental:**

According to section 7.2.1 of the Private Moorage Policy (12565-00), there is no rent charged for Specific Permissions.

Total Rent = \$0.00

Discussion/Recommendations:

A Specific Permissions will be offered with the following conditions:

1. Purpose: private moorage
2. Term: Indefinite
3. Rent: \$0
4. Insurance: \$2,000,000
5. No security required.
6. The applicant will pay the replacement application fee.
7. Upland owner consent is required.
8. The applicant should provide our office with any updated site plans and information.

exact same area

Signature:  Date: April 30, 2009





Ministry of Agriculture and Lands
200-10428 153 St
Surrey, BC V3R 1E1

Telephone No: 604-586-4443
Facsimile No: 604-586-4444

GST Registration No: R107864738

Your contact is: Linda Warnick

Our file: 2403652

TENURE OFFER

May 6, 2009

MICHAEL SIMPKINS
NICOLA SIMPKINS
2842 Bellevue Ave
West Vancouver, BC V7V 1E8

MAY 8 - 2009
ENTERED

Dear Sir/Madam:

Re: Your Application for a Tenure over Crown Land

Your application for a permission for private moorage purposes over:

THAT PART OF DISTRICT LOT 6354, GROUP 1, NEW WESTMINSTER DISTRICT,
CONTAINING 0.08 HECTARES, MORE OR LESS

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

This is to replace Licence No. 236927 which expired October 31, 2008.

Please be aware that you are required under this permission 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 no later than 4:00 p.m. on July 6, 2009 (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 permission. 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 on or before July 6, 2009 together with all of the following:

Monies Payable

You must deliver to us the following amounts:

Application Fee	*\$	200.00
GST Total	\$	10.00
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 200-10428 153 St Surrey, BC V3R 1E1. 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.

Additional Requirements

You must deliver to us on or before July 6, 2009 the written consent of Sunny Harbour Estates Ltd. as upland owner of District Lot 4551, Group 1, New Westminster District, indicating the term and use described in the attached Specific Permission. Should the term not coincide with the term of the Specific

Permission, the Specific Permission will be adjusted to reflect the term of the consent.

On or before July 6, 2009 you must submit to us a signed and dated management plan for the development of the Land that is acceptable to us and that meets the criteria set out in the attached instructions. Please note that it is preferable that you show the improvements in relation to your upland property using the upland survey sketch.

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 permission documents and return them to us on or before July 6, 2009 (unless this deadline is extended in writing by us), together with each of the items listed in this section, the permission documents will be signed on behalf of the Province. We will then return an executed copy of the permission to you. If the permission documents and each of the items listed in this section are not returned to us on or before July 6, 2009, we will be under no further obligation to issue the permission 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 permission 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 permission but if any contradiction exists between the terms of this offer and the permission, the terms of the permission 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 permission 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 permission is issued to you under this offer.

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,



Authorized representative

Acceptance of Offer of permission

File No. 2403652

Ministry of Agriculture and Lands
200-10428 153 St
Surrey, BC V3R 1E1

Dear Linda Warnick:

Re: Application for permission

- ☐ I/We accept the offer of permission made to me/us by way of a letter dated May 6, 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 permission made to me/us by way of a letter dated May 6, 2009 from the Ministry of Agriculture and Lands.

DATED the ____ of _____, ____.

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

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

Print name of person signing

Print name of person signing



Private Moorage Application Requirements List

The following requirements are part of the application and must be provided. Incomplete applications will be returned to the applicant.

In addition to the General Application Requirements included on the Application Form, the following items are required for all Private Moorage applications.

- ☐ A Site Plan (top view and side view) of the entire application area, drawn to scale with a North arrow, identifying the location of all improvement (buildings, structures, roads, powerlines, fences, etc.) in relation to the boundaries of the tenure area and other legal boundaries.
- ☐ A side profile must be provided for any improvements (i.e. docks, stiff-legs, anchor lines, pilings, log booms, floating storage sheds, fish pens, submarine cables) in the water or crossing the foreshore. The side profile drawing must illustrate the improvements, the average high and low water marks, the profile of the ocean or lake bed underneath the improvements. Dimensions in meters are required to illustrate the high and low water levels under the improvement to the floor of the ocean or lake bed.
- ☐ Three photographs to provide a view of the site that the dock will occupy as well as a view of the shoreline in both directions.
- ☐ Proof of adjoining upland ownership or leasehold tenancy must be provided, such as a State of Title Certificate or a copy of Land Title System title search displaying the full legal description of the adjoining upland parcel and the full legal name(s) of the registered owner. In the case of upland tenancy, a copy the Lease page(s) displaying lessee name and description of the land must be submitted. In cases where the applicant is not the registered owner(s) as shown on the document provided, a Letter of Consent from the registered owner must also be submitted.

AND

- ☐ A Management Plan, signed and dated, which includes the following:

Section A - Project Overview

- Project and purpose;
- Location, size and main features of project;
- Access plans; and,
- Construction schedule.

Section B – Project Details

Site Details

This document was last updated December 2008.

Explain the proposed use of the site including details about the site (using text and the Detailed Site Map(s)) as listed below:

- Description of existing structures such as type (dock, wharf, etc.), construction (pilings, floats, etc.) and materials (include any preservatives);
- Size and dimensions of planned (and/or existing) improvements including floating docks, wharves, boathouses, retaining walls, pilings or areas to be filled or dredged as well as construction material used;
- Include dimensions and distances from property lines
- If other docks are located within 25 meters of the site plan, please include these docks on the site sketch;
- Indicate how public access is maintained along the beach;
- Type of use - number of boats, seasons, etc., and
- All other relevant details of the proposal.

Section C – Additional Information

Where the following information is relevant to your application and has been investigated, please provide details on how you are addressing these issues.

I. Environmental

a. Land Impacts

Describe impacts to the land (surface disturbance, clearing or logging required, buildings or infrastructure, visual impacts, etc.) and please explain status of land and landscape features, documented archaeological sites, types of materials used, construction methods, means to minimize adverse impacts, etc.

b. Atmospheric Impacts

Describe impacts to the atmosphere (sound, odor, gas or fuel emissions, etc.), and please explain current conditions, source, type and range of emission, means to minimize adverse impacts, etc.

c. Aquatic Impacts

Describe impacts to the water or land covered by water (drainage effect, sedimentation, water diversion, water quality, public access, etc.) and please explain type of adjacent or nearby water body and riparian areas, flood potential, means to minimize adverse impacts, etc.

d. Fish and Wildlife Habitat

Describe if the proposed project will affect fish and/or wildlife (disturbance to wildlife habitat, disturbance to fish habitat or marine environment) and please explain current status of fish or wildlife habitat, threatened or endangered species in the area, seasonal considerations, means to minimize adverse impacts, etc.

II. Socio-Community

a. Land Use

Describe how the proposed project will affect existing land uses in the area (zoning, land management plans, relationship to adjacent land use, public recreation areas) and please explain current zoning, land and resource management plan areas, levels and types of public recreational use, means to minimize adverse impacts, etc.

This document was last updated December 2008.

b. Socio-Community Conditions

Describe how the proposed project will affect or influence existing community services or infrastructure (water supply, transportation, fire protection or emergency services, etc.) and please explain area demographics, current status of services, anticipated transportation or access road changes, etc.

c. Public Health

Describe if your proposed project is going to affect public Health (waste disposal, site contamination) and please explain current health services available, method and level of proposed sewage disposal, etc.

d. First Nations

Describe any contact you may have had, including the name of the First Nation(s) and individuals contacted. Provide copies of or a description of any information you may have acquired from or provided to the First Nation(s) (potential benefits, partnership opportunities, special interests, concerns, etc.) and any information regarding archaeological resources and areas of cultural significance you are aware of in the vicinity of the proposed project.

****Additional information may be required depending on the consultations that will occur as a result of your application.****

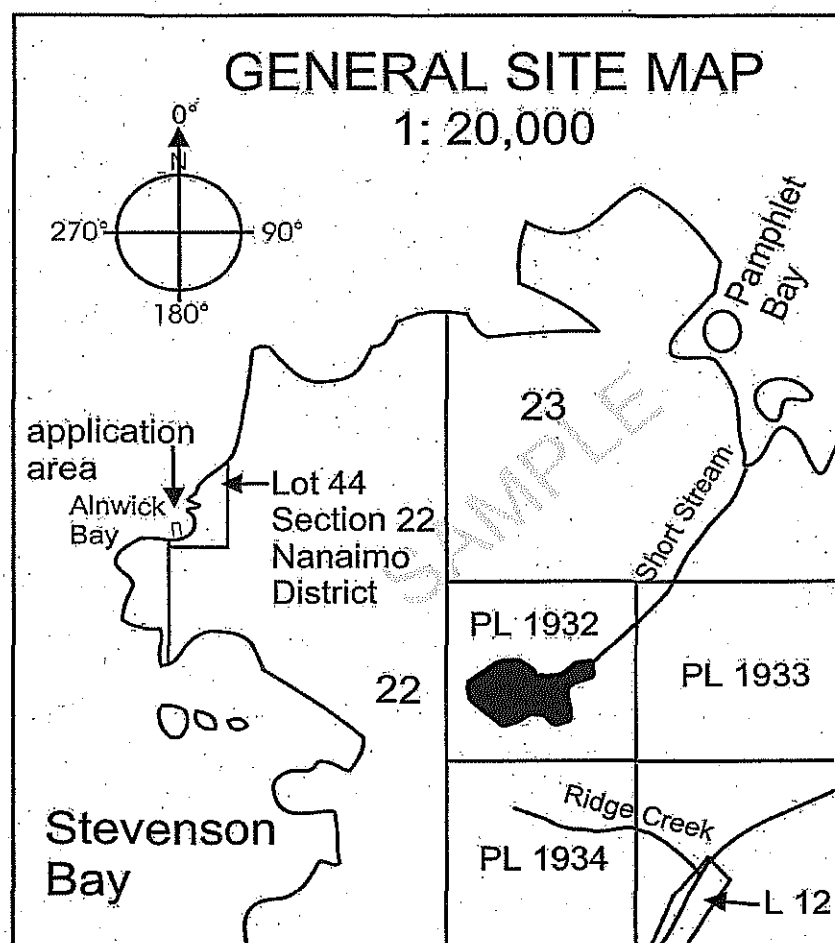
Note: Applicants should restrict management plan content to information that is directly relevant to the proposed project. Management Plans should not contain statements that are biased or judgmental or which may be harmful to other applicants, other licensed users of Crown land and resources, the general public, or businesses operating on private land.

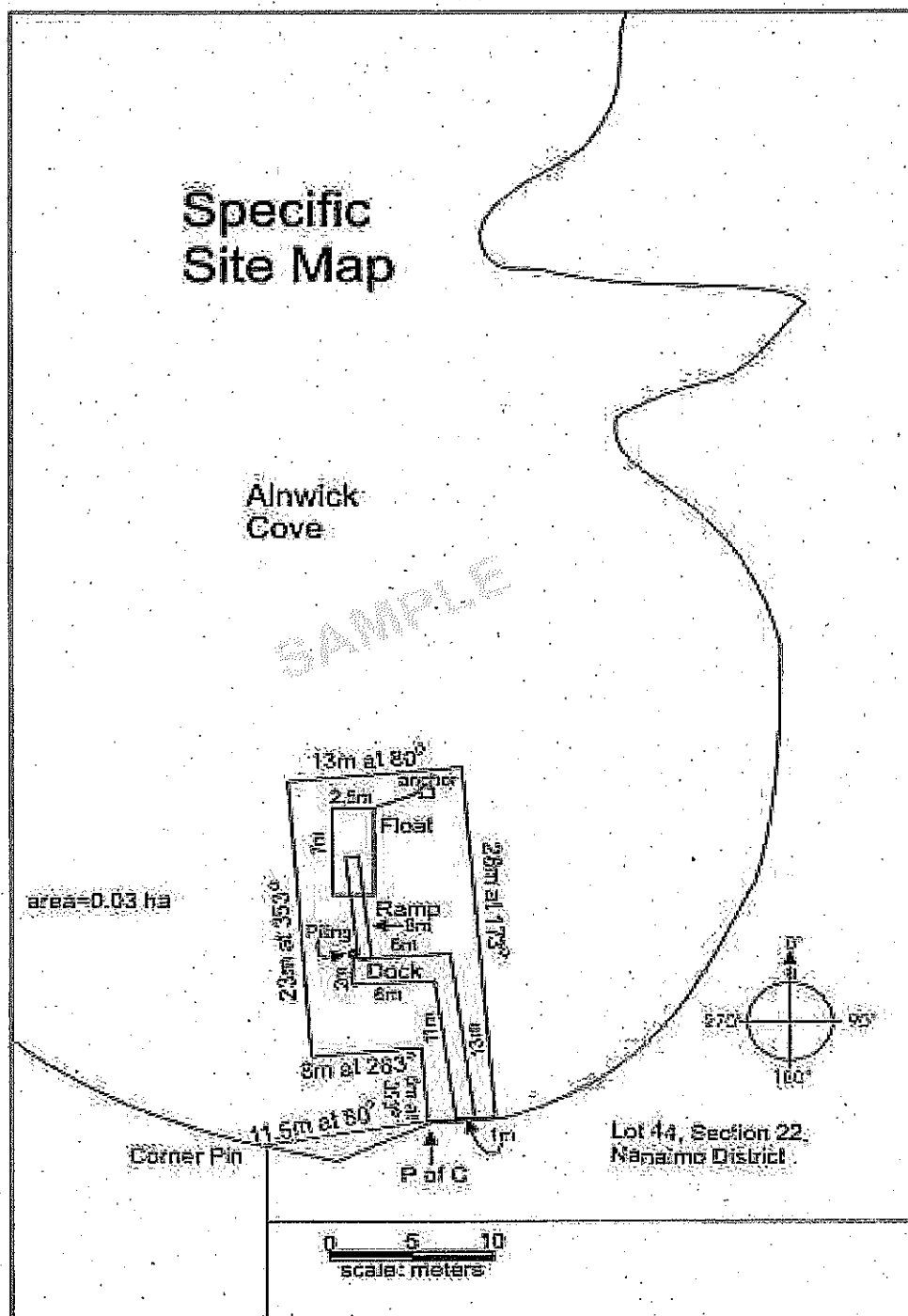
Private Moorage Mapping Requirements

(Oct. 21/2002)

Provide a **Site Specific** map and **Site General** map on 8 ½" x 11" or 8 ½" x 14" or 11" x 17" paper only.

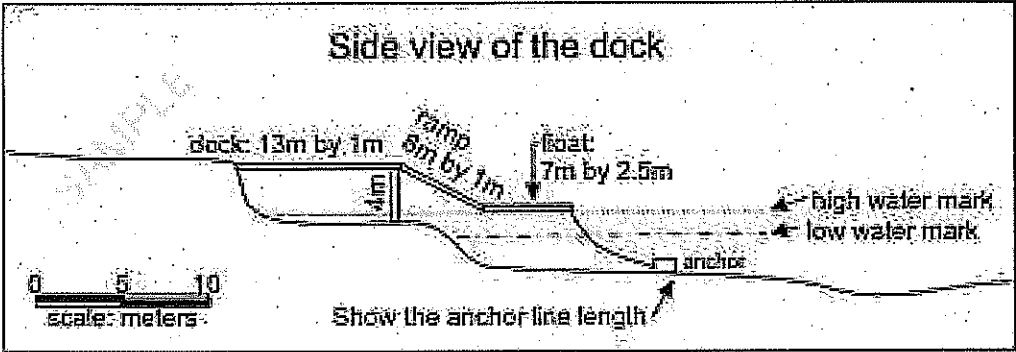
Submit a **Site General** map at 1:20,000 scale. The purpose of this map is to indicate the general location of the site and illustrate the boundary lines. The Point of Commencement for the application area must be tied to a known point such as a geographic land feature or a corner pin of a surveyed lot, that must be shown on your map, and identifiable on our reference maps. Please contact our office if you would like to purchase a 1:20,000 map sheet of the application site area. Provide a legal description for the upland [i.e. the site is located within Section 22, Nanaimo District]. A **Site Specific** map [Management Plan] is a detailed version of the Site General map showing the boundary lines [noting metes and bounds] at a scale [i.e. 1:2,000, 1:5,000, 1:10,000 scale] that illustrates the location of all improvements [i.e. wharf, docks, buildings width height and length, anchor lines, pilings, stiff legs etc.] within the application area. Label the boundary lines of the application site noting the length, in meters, and compass bearing, 0° to 360°, of each line of the application site boundary [provide a written metes and bounds description]. **Applications with incomplete mapping will be returned.** NOTE: provide a scaled side view of the dock with the dimensions labelled in meters, indicate the high and low water mark and provide a profile of the ocean floor underneath the improvements.





Metes and Bounds

Begin at the northwest corner of Lot 44, Section 22, Nanaimo District then go 11.5 meters at 80° to the Point of Commencement [PofC] then go 5 meters at 353° 8 meters at 263° 23 meters at 353° 13 meters at 80° 28 meters at 173° then along shoreline returning to the point of commencement [PofC]



**SPECIFIC PERMISSION FOR
PRIVATE MOORAGE**

Permission No.:

File No.: 2403652

Disposition No.: 866750

THIS PERMISSION is dated for reference October 31, 2008 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

**MICHAEL SIMPKINS and
NICOLA SIMPKINS
2842 Bellevue Ave
West Vancouver, BC V7V 1E8
As Joint Tenants**

(the "Owner")

WHEREAS:

- A.** The Province has responsibility for the management of Crown land, including foreshore land and most submerged land;
- B.** The Minister has the authority under section 11 of the *Land Act* to authorize the use of Crown land on terms and conditions which the Minister considers appropriate;
- C.** The Minister wishes to provide a specific permission for the use of Crown land covered by water in British Columbia for Private Moorage Facility (as herein defined) purposes.

ACCORDINGLY, the Minister grants and the Owner accepts a specific permission for the construction and use of a Private Moorage Facility (as herein defined) on the following terms and conditions.

ARTICLE 1 - DEFINITIONS

1.1 In this document,

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"Land" means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Permission entitled "Legal Description Schedule":

THAT PART OF DISTRICT LOT 6354, GROUP 1, NEW WESTMINSTER DISTRICT,
CONTAINING 0.08 HECTARES, MORE OR LESS,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and subject to any changes to the area or boundaries of the Land that may be made from time to time in accordance with the terms of this Permission;

"Minister" means the minister responsible for the *Land Act*;

"Management Plan" means the most recent management plan prepared by you in a form acceptable to us, signed and dated by the parties, and held on file by us;

"Permission" means the Minister's permission as recorded in this document;

"Private Moorage Facility" means a structure used for the purpose of mooring boats and for providing pedestrian access to and from the moored boats, and can consist of a single dock, wharf, or pier (including walkway ramp) that is permanently affixed to aquatic Crown land, and any ancillary structures such as a boat lift and anchor lines. It is for the personal and private use by one or a number of individuals or a family unit for boat moorage;

"Province" means Her Majesty the Queen in Right of the Province of British Columbia;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

"Upland Property" means the parcel of non-aquatic land, being either privately owned or leased Crown land, which has riparian rights to the point at which the Private Moorage Facility is attached to land more particularly described as District Lot 4551, Group 1, New Westminster District;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Owner: that combination is referred to as “the parties”; and

“you” or “your” refers to the Owner.

ARTICLE 2 - CONDITIONS OF THIS PERMISSION

2.1 The rights granted in this Permission apply only under the following circumstances:

- (a) You will not construct, place, anchor, secure or affix any Improvement in, on, to or into the Land except as necessary for the purposes set out in the approved Management Plan and, despite those purposes, you will not construct, place, anchor, secure or affix anything on or to the Land that may interfere with the riparian right of access of any person over the Land without first obtaining from that person a statutory right of way or easement, in registrable form and in our favour, by which that person allows us to curtail his or her riparian right of access over the Land.
- (b) This Private Moorage Facility will be the only Private Moorage Facility on the frontage of the Upland Property.
- (c) Ownership of and liability for a Private Moorage Facility shall pass to and be binding upon your heirs, executors and assigns of the Owner.
- (d) You must not assign, mortgage or transfer this Permission, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- (e) A Private Moorage Facility shall be and shall remain your property unless you transfer the rights and obligations in a signed agreement with another person approved by us as per subsection 2.1 (d).
- (f) There are no other laws, bylaws or local government zoning restrictions which prohibit the installation and use of the Private Moorage Facility.
- (g) You understand that this Permission does not grant exclusive use and occupancy of the Land.

ARTICLE 3 - SIZE

3.1 The Private Moorage Facility's size must be as set out in the Management Plan, and the Management Plan must disclose the length and width of the Private Moorage Facility, the height of any proposed structures, the length and width of any connecting walkways which will be placed on Crown land and any ancillary structures or Improvements which will be part of or

used with the Private Moorage Facility.

- 3.2 No increase in any dimension of the Private Moorage Facility from the description in the Management Plan will be permitted unless you first obtain our written consent.

ARTICLE 4 - CONSTRUCTION

- 4.1 Do not interrupt or divert the movement of water or of beach materials by water along the shoreline.
- 4.2 No fill may be used in the construction or structure of the Private Moorage Facility.
- 4.3 Riparian vegetation on Crown land shall not be unduly disturbed.
- 4.4 Do not use crib foundations or solid core structures made of cement or steel sheeting in Private Moorage Facility construction.
- 4.5 The Private Moorage Facility must be either floating or suspended above the water.
- 4.6 Do not use construction materials containing toxic substances, except in marine waters where the use of a preservative-treated wood may be necessary.
- 4.7 Do not cut or remove timber on or from the Land without prior written consent and, being granted the right under the *Forest Act* to harvest Crown timber on the Land.

ARTICLE 5 - USE

- 5.1 The Private Moorage Facility shall be used for private, non-commercial moorage purposes only and the Owner of the Private Moorage Facility must not make the Private Moorage Facility available to others for a fee.
- 5.2 Do not moor or secure any boat or structure to the Private Moorage Facility for use as a live-aboard facility, whether permanent or temporary.

ARTICLE 6 - OTHER COVENANTS

- 6.1 You must
- (a) pay, when due,
- (i) the Realty Taxes, and

- (ii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (c) provide without compensation temporary accommodation to any vessel that is disabled or that seeks shelter in weather conditions that would render it unseaworthy;
- (d) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any governmental authority having jurisdiction in any way affecting your use or occupation of the Land or the Private Moorage Facility, and with
 - (ii) the provisions of this Permission;
- (e) ensure that the Private Moorage Facility does not interfere with public access over land;
- (f) keep the Private Moorage Facility and the Land in a safe, clean and sanitary condition;
- (g) not commit any willful or voluntary waste, spoil or destruction on the Land, except for the lawful discharge of wastes and emissions, or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land provided that, for the purposes of your covenant in this subsection, the lawful construction and operation and maintenance of the Private Moorage Facility allowed under this Permission will be deemed not to be a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (h) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (i) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
- (j) not store logs on the Land;
- (k) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*; and

- (l) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, you will immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land under this Permission to sale or forfeiture.

ARTICLE 7 - TERMINATION OF PERMISSION

- 7.1 There is no term or predetermined end date for this Permission, and your responsibilities and duties under this Permission will continue until either we or you revokes or otherwise terminates the Permission.
- 7.2 We may revoke this Permission for the Private Moorage Facility at any time in our sole discretion without incurring any liability to you whatsoever and you must remove all parts of the Private Moorage Facility from the Land within a specified number of days as determined by the us, leaving the Land in a safe, clean and sanitary condition.
- 7.3 If we revoke or terminate this Permission for any reason whatsoever, you shall have no right of compensation.
- 7.4 When you remove the Private Moorage Facility you must leave the Land in a safe, clean and sanitary condition acceptable by us. If you do not do so, we may clean and remediate the Land (including, if necessary, the removal of the Private Moorage Facility) and you will be responsible for the full cost of such cleaning and remediation.
- 7.5 If this Permission is terminated, all existing duties and responsibilities of yourself, your heirs, successors or assigns under this Permission will continue beyond the date of its termination.

ARTICLE 8 - OTHER DISPOSITIONS

- 8.1 You agree with us that
- (a) in addition to the other reservations and exceptions expressly provided in this Permission, this Permission is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
 - (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired, under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act* and *Water Act* (or any

prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist when this Permission takes effect and may be granted or acquired after this Permission takes effect and may affect your use of the Land;

- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist when this Permission takes effect; after this Permission takes effect we may grant such interests (including fee simple interests, leases, statutory rights of way and licences) however we will not grant any such interest that would result in the need to amend the Management Plan unless we have first complied with the requirements of this Permission with regard to the amendment of the Management Plan; subject to this you acknowledge your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Permission and the exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Permission does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b);
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Permission as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c).

ARTICLE 9 - LIABILITY AND INDEMNITY

9.1 You assume all responsibility and liability associated with the Private Moorage Facility and agree to indemnify us for any loss or expense incurred by us as a result of the existence or use of the Land or Private Moorage Facility by any person, including, without limitation,

- (a) any conflict between the existence or use of the Private Moorage Facility and the land use or riparian rights of any person;
- (b) your breach or non-performance of any part of this Permission; and
- (c) any personal injury (including death) or property damage caused in any way, wholly or partly, by the Private Moorage Facility or by your use of the Land.

- 9.2 Without limiting your obligations or liabilities under this Permission at your expense, effect and keep in force during the Term, a 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 per occurrence.
- 9.3 You must make your insurer aware of this Permission within 30 days of signing this Permission.

The parties have executed this Permission as of the date of reference of this Permission.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

Minister responsible for the *Land Act*
or the minister's authorized representative

**SIGNED BY
MICHAEL SIMPKINS**

**SIGNED BY
NICOLA SIMPKINS**

24m±
30m±
36m±

26.125

N. 47° 28' 30" W. L. 6354

area = 0.08 ha +/-

6.36 A.

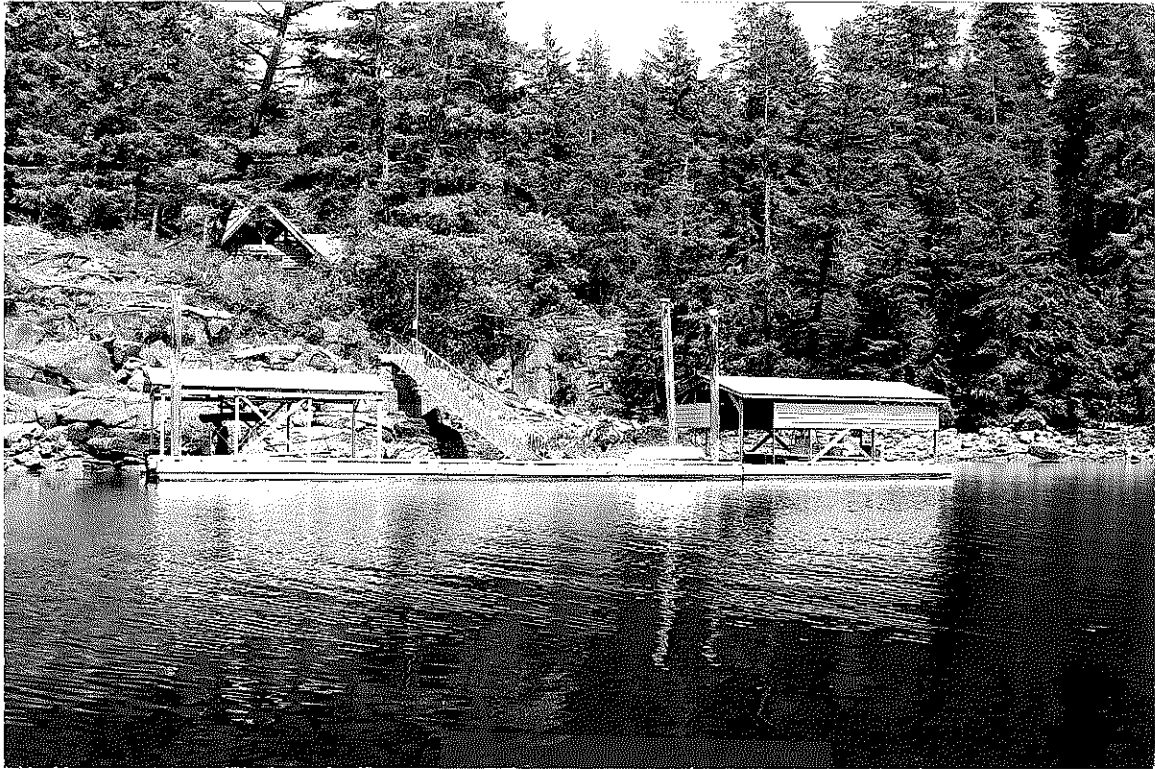
COOLIDGE

L. 6172

Scale: 1 Inch = 3 Chains:

MAPLED FROM OFFICIAL PLAN 42.15...







MP

MICHAEL C. SIMPKINS

s.22

0460

DATE 15 05 2009
D D M M Y Y Y Y

PAY to
the order of

Minister of Finance

\$ 210. —

Two hundred & ten

DOLLARS



ROYAL BANK OF CANADA

s.22

MICHAEL C. SIMPKINS

RE

Boch. Lot # 4551



PER

[Signature]

s.22

RECEIVED

JUN 08 2009

\$ 210.00

BY *[Signature]*

Acceptance of Offer of permission

File No. 2403652


Ministry of Agriculture and Lands
200-10428 153 St
Surrey, BC V3R 1E1

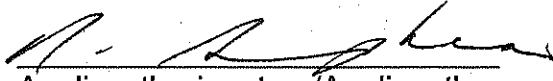
Dear Linda Warnick:

Re: Application for permission

- ☒ I/We accept the offer of permission made to me/us by way of a letter dated May 6, 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 permission made to me/us by way of a letter dated May 6, 2009 from the Ministry of Agriculture and Lands.

DATED the 15 of May 2009


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


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

Michael Simpkins
Print name of person signing

Nicola Simpkins
Print name of person signing

Page 184 redacted for the following reason:

s.22

SUNNY HARBOUR ESTATES LTD.

May 21, 2009

Ministry of Agriculture and Lands
200 - 10428 153 Street
Surrey, B. C., V3R 1E1

Attention: Linda Warnick

Re: Michael and Nicole Simpkins
2842 Bellevue Avenue
West Vancouver, B. C.,
V7V 1E8

File number: 2403652 - Tenure offer

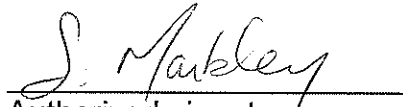
RECEIVED

JUN 08 2009

INTEGRATED LAND MANAGEMENT BUREAU
Ministry of Agriculture and Lands
Log No.242951W
no chg

This will confirm the consent of Sunny Harbour Estates Ltd. as upland owner of District Lot 4551, Group 1, New Westminster District, for the use described in the Special Permission.

Sunny Harbour Estates Ltd.
Per:



Authorized signatory
Sandra Markley - President
5470 Sans Souci Road
Halfmoon Bay, B. C., V0N 1Y2
ph: 604-885-5225

Deadline for Your Acceptance of this Offer

This offer may be accepted by you no later than 4:00 p.m. on July 6, 2009 (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 permission. 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 on or before July 6, 2009 together with all of the following:

Monies Payable

You must deliver to us the following amounts:

Permission	*\$.00
Application 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 200-10428 153 St Surrey, BC V3R 1E1. 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.

Additional Requirements

You must deliver to us on or before July 6, 2009 the written consent of Sunny Harbour Estates Ltd. as upland owner of District Lot 4551, Group 1, New Westminster District, indicating the term and use described in the attached Specific Permission. Should the term not coincide with the term of the Specific



**SPECIFIC PERMISSION FOR
PRIVATE MOORAGE**

Permission No.:

File No.: 2403652

Disposition No.: 866750

THIS PERMISSION is dated for reference October 31, 2008 and is made under the *Land Act*.

1P 43471

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

**MICHAEL SIMPKINS and
NICOLA SIMPKINS**
2842 Bellevue Ave
West Vancouver, BC V7V 1E8
As Joint Tenants

(the "Owner")

20005391

RECEIVED

JUN 08 2009

\$ 210.00

BY 125

WHEREAS:

1m# 153025

- A. The Province has responsibility for the management of Crown land, including foreshore land and most submerged land;
- B. The Minister has the authority under section 11 of the *Land Act* to authorize the use of Crown land on terms and conditions which the Minister considers appropriate;
- C. The Minister wishes to provide a specific permission for the use of Crown land covered by water in British Columbia for Private Moorage Facility (as herein defined) purposes.

ACCORDINGLY, the Minister grants and the Owner accepts a specific permission for the construction and use of a Private Moorage Facility (as herein defined) on the following terms and conditions.



The Best Place on Earth
Our File 2403652

June 9, 2009

Michael Simpkins and
Nicola Simpkins
2842 Bellevue Ave
West Vancouver, BC V7V 1E8

JUN 11 2009
ENTERED

Dear Sir and Madam:

It is my pleasure to enclose your original copy of Specific Permission For Private Moorage Specific Permission No. 241072 dated for reference October 31, 2008 duly executed on behalf of the Minister.

The Specific Permission covers THAT PART OF DISTRICT LOT 6354, GROUP 1, NEW WESTMINSTER DISTRICT, CONTAINING 0.08 HECTARES, MORE OR LESS.

Do not hesitate to contact me if you have any questions or require assistance. It continues to be our pleasure to be of service.

Yours truly,

Linda Warnick
Portfolio Administrator

Encl.

cc: BC Assessment Authority, Vancouver
Sunshine Coast Regional District

**Integrated Land
Management
Bureau**

*Ministry of
Agriculture and Lands*

Mailing Address:
Integrated Land Management Bureau
Ministry of Agriculture and Lands
Suite 200 - 10428 153 St
Surrey BC V3R 1E1
Tel (604) 586-4400 Fax (604) 586-4434

Location:
Suite 200 - 10428 153 St
Surrey BC V3R 1E1

January 16, 2013

File No.: 2403652

Permission No.: 241072

Attention: Carol Johnson

As per our conversation the other day, I wish to transfer partial ownership of this water lot lease to include myself, Christopher A. Simpkins as 50% owner and Michael and Nicola Simpkins would remain as the other 50% owners of this lease.

Christopher Andrew Simpkins

s.22

Best Regards,

Christopher A. Simpkins

Mailing Address:

s.22

Assignment Checklist

File No. 2403652 Document No. 241072

Assignment ☒ Mortgage ☐ NDA ☐

Assignors Copy Received ☐ Not required for NDA

Insurance ☐ need updated proof \$ s.22 (Homeowner)

Security Deposit ☐ Not required for NDA \$ 0.00

Individual ☒

Company ☐ Incorporation No. _____

Assignment Fee Paid ☐

Rental Paid ☒ Next Rental Due Date Rent Free

Taxes Paid ☒

Royalties Paid ☐ ☒ N/A

Res/Rec Tenures ☐ No ☐ Yes

Assignee Name(s) Michael Simpkins, and
Nicola Simpkins
2842 Bellevue Ave, West
Vancouver V7V 1E8; AND Joint Tenants 1/2 interest

Address Christopher Andrew
Simpkins
PO Box 91023
West Vancouver V7V 3N3 1/2 interest

Phone Number _____

Tenants in Common ☒ Joint Tenants ☐

Copy of Current Upland Title ☐ Upland Owners Consent ☐ (private moorage)

Information on Deceased

Certified True Copy of Death Certificate ☐

Certified True Copy of Will ☐

Letters of Probate ☐

Certified True Copy of Letter of Administration ☐

Permission No.: 241072

File No.: 2403652

Disposition No.: 866750

THIS AGREEMENT is dated for reference January 21, 2013.

BETWEEN:

MICHAEL SIMPKINS, and
NICOLA SIMPKINS
2842 Bellevue Ave
West Vancouver, BC V7V 1E8
as "Joint Tenants"

OF THE FIRST PART

(herein the "Assignor")

AND:

MICHAEL SIMPKINS, and
NICOLA SIMPKINS
2842 Bellevue Ave
West Vancouver, BC V7V 1E8
as "Joint Tenants" to and undivided ½ interest; and

CHRISTOPHER ANDREW SIMPKINS
PO Box 91023
West Vancouver, BC V7V 3N3
as to an undivided ½ interest

OF THE SECOND PART

(herein the "Assignee")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings,
Victoria, British Columbia

OF THE THIRD PART

(herein the "Province")

WITNESS THAT WHEREAS:

The Assignor and the Province entered into a Specific Permission for Private Moorage dated for reference October 31, 2008 (herein called the "Document") over those lands more particularly known and described as:

THAT PART OF DISTRICT LOT 6354, GROUP 1, NEW WESTMINSTER DISTRICT, CONTAINING 0.08 HECTARES, MORE OR LESS

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration paid by the Assignee to the Assignor and by the Assignee and the Assignor to the Province, the receipt and sufficiency of which is hereby acknowledged by both the Assignor and the Province, the parties agree as follows:

ARTICLE I - ASSIGNMENT

- 1.1 The Assignor assigns all of his right, title, interest and estate in and to the Document to the Assignee.

ARTICLE II - ASSUMPTION

- 2.1 The Assignee covenants with the Province to assume and be bound by all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE III - CONSENT

- 3.1 The Province consents to the execution and delivery of this agreement and the Assignment.
- 3.2 The Province releases and discharges the Assignor from all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE IV - WARRANTIES AND REPRESENTATIONS

- 4.1 The Assignee warrants and represents to the Province, with the intent that the Province will rely thereon, that the Assignee:

- (a) is a Canadian citizen, permanent resident of Canada or the owner of the upland adjacent to the Land which is the subject of the Document; and
- (b) is nineteen (19) years of age or older.

4.2 The Assignee acknowledges to the Province and to the Assignor that:

- (a) the Assignee has inspected the land, and the improvements (if any) situate thereon, which are the subject of the Document and is fully aware of the condition of that land, and the improvements (if any) situate thereon, and accepts same in its current state;
- (b) the Assignee has reviewed and inspected all municipal and regional by-laws, regulations and policies concerning the use and development of the land which is the subject of the Document; and
- (c) there are no representations, warranties, collateral agreements or conditions affecting this agreement or the land, and the improvements (if any) situate thereon, which are the subject of the Document except as expressed herein and that this agreement constitutes the entire agreement.

ARTICLE V - NOTICE

- 5.1 The address of the Assignee for the service of notices or documents under the Document shall be the address specified for the Assignee on the first page of this agreement.

ARTICLE VI - MISCELLANEOUS

- 6.1 This agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 6.2 The parties to this agreement confirm that the terms of the Document remain and continue in full force and effect.
- 6.3 This agreement may not be assigned by the Assignee except in accordance with the provisions of the Document.
- 6.4 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 6.5 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and corporation as the case may be.

- 6.6 The captions and headings contained in this agreement are for convenience only and are not to be construed as defining or in anyway limiting the scope or intent of the provisions hereof.
- 6.7 Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and, unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
- 6.8 If any section of this agreement 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 shall be enforceable to the fullest extent permitted by law.
- 6.9 All schedules attached to this agreement form an integral part of this agreement.

IN WITNESS WHEREOF the Assignor and Assignee have executed this agreement, and the Province has consented thereto, the day and year first above written.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED BY
MICHAEL SIMPKINS

SIGNED BY
NICOLA SIMPKINS

SIGNED BY
CHRISTOPHER ANDREW SIMPKINS

Page 196 redacted for the following reason:

s.22

Casavant, Brooke FLNR:EX

From: Casavant, Brooke FLNR:EX
Sent: Monday, January 21, 2013 11:42 AM
To: s.22
Subject: Assignment/Assumption File 2403652
Attachments: 2403652 Letter.pdf; 2403652 Assignment.pdf

Hello,

Please see attached Assignment/Assumption documents.

Regards,

Brooke Casavant

Portfolio Administrator

South Coast Regional Office

Ministry of Forests, Lands and Natural Resource Operations

200 - 10428 153 Street, Surrey BC V3R 1E1

Tel: (604) 586-4301 Fax: (604) 586-4444

Email: Brooke.Casavant@gov.bc.ca

Our Vision: Economic prosperity and environmental sustainability