



W.C. Fry
Administrative Officer
Special Projects
Ministry of Lands, Parks & Housing
Buildings

Date: January 16, 1979

Our File: 0309757-1

Your File: 0349690
0326774

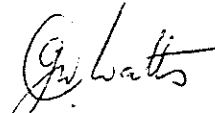
From: J.D. Watts, Chief
Planning & Surveys Division
Water Investigations Branch


Re: Chapman Creek Watershed

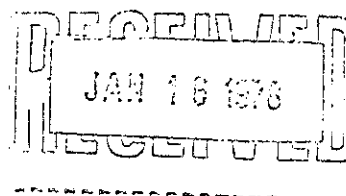
This will acknowledge receipt of your memorandum of January 12, 1979, relative to Block A of Lot 2725, Group 1, New Westminster District, south of the B.C. Hydro right-of-way and lots 1 to 9 inclusive of Plan 3873, as outlined in red on the plan submitted with your memorandum.

A review has been made regarding the proposal to transfer this piece of land to Sechelt Indian Reserve #2 in exchange for another piece of land within the Indian Reserve needed as a utility corridor.

Our main concern with the proposal relates to the fact that the easterly boundary of the new lands to be transferred crosses Chapman Creek. If you can arrange for the easterly boundary to be set back 50 metres from the natural boundary of the west bank of the creek, we would have no objections since these lands are downstream of the main point of water abstraction by the Regional District on Chapman Creek, though upstream of an auxiliary source not presently used. We have, in the past, recommended to no avail, that the latter point of abstraction be abandoned so that a more practical watershed boundary can be drawn.


J.D. Watts

File




Mr. J. D. Watts
Planning and Surveys Division
Water Investigations Branch
Water Resources Service
Ministry of the Environment
BUILDINGS

Ministry of Lands, Parks and Housing
VICTORIA, B.C.

January 12th, 79

0349690; 0326774

Chapman Creek Watershed Area No.9

0305037-1

Reference is made to a memorandum of January 10, 1979 from the Land Management Branch to yourself relative to Block A of Lot 2725 and Blocks 1 to 16 inclusive of Lot 1592, Group 1, New Westminster District, Plan 3873 parts of which are within the above noted watershed reserve.

The memorandum gives the impression that all of the areas described will be included in the exchange deal, which is not the case. The exchange will only involve that part of Block A of Lot 2725, Group 1, New Westminster District south of the B.C. Hydro right-of-way and possibly Lots 1 to 9 inclusive of Plan 3873. This area is outlined in red on the attached print. The boundary of the watershed is shown in blue. As can be seen from the print only a small portion of the area involved is within the reserve.

Your approval to disposal of the area outlined in red is hereby requested. It is pointed out that the Honourable James R. Chabot, Minister of Lands, Parks and Housing has approved in principle the exchange of Crown land for a portion of Sechelt Indian Reserve No.2 which is required for the purpose of a utility corridor.



W. C. FRY
Administrative Officer
Special Projects

WCF/ld

Encl:

Water Investigations Branch

Water Sources Service

BUILDINGS

LAND MANAGEMENT BRANCH
MINISTRY OF LANDS, PARKS AND HOUSING

January 10,

79

0349690
0326774

Phone: 387-6921

Attention: Mr. J. D. Watts

The Ministry is investigating an exchange of Crown lands covering Block A of Lot 2725 and Blocks 1 - 16 inclusive of Lot 1592, Group 1, New Westminster District, Plan 3873.

It is noted that the Ministry's records indicate the subject area appears to lie within the Chapman Creek Watershed Reserve No. 9.

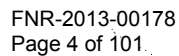
We would, therefore, appreciate receiving your comments or objections in order to process this application further.



R. W. DIGBY
for Director of Land Management

SP:pb

40'00" E



MEMORANDUM

TO..... Director of Land Management
Land Management Branch
P. DINGS

FROM J.D. Watts, Chief
DEPT. OF ENVIRONMENT Planning and Surveys Division
LAND MANAGEMENT Water Investigations Branch

Attention: *R. Brunning*

JAN 25 1977

19 January 1977

SUBJECT *Vancouver Water District*
Watershed No. 9, Chapman Creek

MAIL ROOM
VICTORIA, B.C.

OUR FILE... *0309757-1*

YOUR FILE... *0337168*
0326774
0305037-1

I refer to your letter dated *December 31, 1976* regarding an application for an access road over Lots 6 and 27 of Lot 1592, Group 1, New Westminster District, plan 3873.

A review has been made regarding this application, and the Water Investigations Branch has no objections to it from a community watershed point of view.

J.D. Watts
J.D. Watts

Noted B
28/1/77

Water Investigations Branch

Water Resources Service

Buildings

LAND MANAGEMENT BRANCH
MINISTRY OF THE ENVIRONMENT, VICTORIA

December 31,

76

0337168

0326774

0305037-1

This office is entertaining an application for an access road over Lots 6 and 27 of Lot 1592, Group 1, New Westminster District, Plan 3873, as shown outlined in red on the print attached.

A search of our records indicates this area is located within the Chapman Creek Watershed Reserve No. 9 and we would therefore appreciate your comments prior to proceeding further with this application.



R. H. GOODCHILD
for Director of Land Management

RB:pb
Encl.

MEMORANDUM

TO Director of Lands
Lands Office
BUILD
Attention: E. Ottas
Land Management Branch

FROM J.D. Watts, Chief
Planning and Surveys Division
Water Investigations Branch

DEPT. OF LANDS
AND WATER RESOURCES
LANDS SERVICE

September 12, 1975

SUBJECT Vancouver W.D. Watershed No. 9
Chapman Creek

SEP 15 1975

MAIL ROOM
VICTORIA, B. C.

OUR FILE 0305037-1

YOUR FILE 0333044
0326774

I have for reply your letter of August 13, 1975 regarding an application to lease, in the name of the Timber Trail Riding Club, c/o L. Stranaghan, R.R. No. 1, Sechelt, B.C., covering the Northerly two-thirds portions of Lots 4090 and 4091, Group 1, New Westminster District, for trail riding activities.

The Water Resources Service objects to this application as this area is part of the community watershed serving the Sunshine Coast Regional District. In order to prevent deterioration of the water quality of Chapman Creek, it is suggested that trail riding activities be located outside of the watershed boundaries.


J.D. Watts

note

MEMORANDUM

TO DISTRICT FORESTER,

Vancouver

REFER TO YOURS OF

FROM FOREST SERVICE,
VICTORIA,

BRITISH COLUMBIA, July 23, 1974

OUR FILE NO. Various files as per attached

YOUR FILE NO.

ATTENTION MANAGEMENT

The attached are referred to you for any comments
you may have regarding these proposed map notations
by Watershed Investigation Branch for multiple use
of community watersheds.

Roh

for C. Shergold
Timber Division

CLEARANCE
(STATUS INQUIRY)

Date July 11, 1974

File 0326774

Sale No., Etc.

Map Ref. 92G/5-E 1/2

Forest District Vancouver Ranger District Land District New Westminster

Applicant's name Water Investigations Branch Address Parliament Buildings, Victoria

Lands to be cleared shown in bold black or red line on the map
marked "Exhibit A," dated
and attached hereto.

P.S.Y.U.
Abeyance until review
Approved
Disallowed

Proposed water shed reserve

to be noted on maps and records only

Amended ☐ Restricted ☐ District Forester

ATLAS AND LEGAL SURVEYS REPORT:

Noted on Atlas 22/7/74 QS

STATUS REPORT:

Entered in Register (Initials) (Date)

WATER RIGHTS REPORT:

MINES DEPT. REPORT:

MANAGEMENT REPORT:

CLEARED BY

FNR-2013-00178

E. Ottas
0333044
0326774 ✓
Your file: 0305037

August 13th, 1975

Mr. B.E. Marr,
Associate Deputy Minister,
Water Resources Service,
Water Investigations Branch,
BUILDINGS.

Dear Sir:

The Department is in receipt of an application to lease in the name of The Timber Trail Riding Club, c/o L. Stranaghan, R. R. # 1, Sechelt, B.C., covering the Northerly two-third portions of Lots 4090 and 4091, Group 1, New Westminster District, shown in green on the attached sketch, for trail riding activities.

It is noted that the Department's records indicate an application for a reserve on Chapman Creek in your letter dated August 4, 1973, part of which is outlined in heavy black on the attached sketch.

We would, therefore, appreciate receiving your comments or objections in order to process this application further.

~~Our files are attached for your convenience.~~

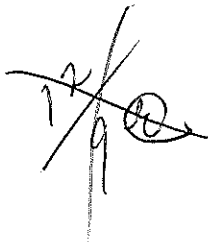
Yours truly,



R. H. GOODCHILD.
for Director of Land Management

EO/ld

Encl:



APPLICATION — MAP RESERVE

Dept. File 0326 774

G.A. File

Date JUN - 6 1974

Agency

Applicant LANDS BRANCH

O.K. Co.'s Office

Address

Purpose WATERSHED

Return

App. Book

Index Card

Description (as applied for)

AREA OUTLINED IN RED N.W.D.

SEE LI AUG 14/73

Previous applications

Is application in order?

VAULT REGISTERS

☐ Surveyed.

☐ Reverted: Tax sale Asst. Dist.

Description of reversion

Conflicts noted in Register

Davenport maps

General Lake File

Cleared by

Date

WATER

Received License within area

Cleared by

Date JUL 5 1974

FOREST

Grazing

INSPECTION DIVISION

Examination required: Yes ☐ No ☐ Date

Requested by

For previous examination see Report dated

on File

Special instructions or comments for Land Inspector

A.

Letter dated _____ From _____
 Letter dated _____ From _____
 Letter dated _____ From _____
 \$ _____ on file. Checked in Mines Department _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

ADJUDICATION

ADJUDICATION

C.C.—L.C. _____ File No. _____
 L.I. _____ Reg. _____
 P.A. _____
 _____ Passed by _____ Date _____ Approved by _____ Date _____

MEMORANDUM

TO Forester in Charge.....
B.C. Forest Service.....
Forest Management Division.....
HARBOUR TOWERS.....

FROM DIRECTOR OF LANDS

ATTENTION Mr. C. W. House.....

..... July 10, 1974

SUBJECT

OUR FILE 0326774

YOUR FILE

We are in receipt of an application for a watershed
reserve on Chapman Creek in a letter dated August 14, 1973
from the Water Investigations Branch which lies within the
Sechelt Provincial Forest and is under your administration.


C. W. HOUSE

CWH;jl

for Director of Lands

cc Mr. B. E. Marr, Water Investigations Branch, BUILDINGS

File: 0326774

Attention: PR 3

Date: 5-6-74

Please prepare a clearance sheet, particulars of which are as follows:

Reserve MAP ☒ Order-in-Council

DEPARTMENT OR BRANCH

PURPOSE

Lands Branch ☒

Alienation ☐

U.R.E.P.

U.R.E.P. and Grazing ☐

*Waterloo
Sunshine
Road Right*

Parks Branch ☐

U.R.E.P. ☐

Marine Parks ☐

Game Branch ☐

Game Reserve ☐

Department of Highways ☐

Gravel Pit ☐
Reloc. of H/Wy ☐
Ferry Site ☐

H/way R/W ☐
Bridge Site ☐

Forest Engineering ☐

Lookout Site ☐
Administration Site ☐
Patrol Cabin Site ☐

Access Road ☐

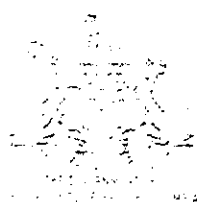
Grazing Division ☐

Stock Watering ☐
Stock Breeding Pastures ☐

DESCRIPTION:

See LI *Aug 14/72*
Stamp Plan.

*Chapman Cr
NW D*



DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES
WATER RESOURCES SERVICE
WATER INVESTIGATIONS BRANCH
OFFICE OF CHIEF ENGINEER
PARLIAMENT BUILDINGS, VICTORIA, B.C.

DEPT. OF LANDS, FORESTS
AND WATER RESOURCES
LANDS SERVICE
August 14, 1973

AUG 20 1973

Director of Lands
Lands Service
Parliament Buildings

MAIL ROOM
VICTORIA, B. C.

Attention: Mr. C. W. House

Dear Sirs:

Re: Watershed Reserve

On behalf of the Task Force on Multiple Use of Watersheds of Community Water Supplies, I am requesting that map reserves be placed on the community watersheds located in the Vancouver and New Westminster Water Districts. Attached is a map, scale 1 inch = 10 miles, showing the locations of the watershed areas in the two Water Districts. In addition, maps at 1:50,000 or 1:250,000 scale are attached showing the boundaries of the requested map reserves that are listed below.

Water District	Watershed Number*	Source	User	Reserve Area Requested**
Vancouver	1a	Powell River	Powell River	481.0
"	1b	Haslam Lake		24.8
"	1c	Hamil Lake		1.4
"	2	Myrtle Creek	Stella Maris Estates Ltd.	7.2
"	3	Jefferd Creek	Stillwater W.W.D.***	0.9
"	4	Hotel Lake	Scott Bay W.W.D.	0.3
"	5	Garden Bay Lake	Garden Bay W.W.D.	1.3
"	6a	Paq Lake	South Pender Harbour W.W.D.	0.4
"	6b	Haslam Creek		10.8
"	7	Trout Lake and Milne Creek	Redroofs W.W.D.	0.7
"	8	Irving Creek	Tukenek Water Co. Ltd.	1.4
"	9	Chapman Creek	Sunshine Coast Reg. Dist.	29.0
"	10	Carkner Creek	Eagle Cliff I.D.***	0.1

..... 2

Water District	Watershed Number*	Source	User	Reserve Area Requested**
Vancouver	11	Terminal (Trout) Creek	Bowen Island W.W. Ltd.	2.2
"	12a	Eddy Creek	Blue Water Park I.D.***	0.2
"	12b	Byers Creek		0.2
"	13	Malkin Creek	Bowen Bay I.D.	0.3
"	14	Whistler Creek	Whistler Mtn. W.W.D.***	3.3
"	15a	Mashiter Creek	Squamish	15.6
"	15b	Stawamus River		16.2
"	16	Magnesia Creek	Brunswick Beach I.D.	1.7
"	17a	Harvey Creek	Lions Bay (Village)	2.6
"	17b	Rundle Creek		0.4
"	18	Charles Creek	Strachan Point Estates Ltd.	0.6
"	19a	Mantizambert Creek	West Vancouver	0.9
"	19b	Nelson Creek		2.6
"	19c	Brothers Creek		1.3
"	20a	Seymour Creek		58.8
"	20b	Capilano Creek	Greater Vancouver Water District	67.8
"	20c	Cypress Creek		5.2
"	20d	Mossom Creek		1.4
"	20e	Noons Creek		0.5
"		(West Branch)		
"	20f	Noons Creek	City of North Vancouver	1.3
"		(East Branch)		
"	21a	Lynn Creek		15.6
"	21b	Rice Lake		0.4
"	22a	Kennedy Creek	District of North Vancouver	0.4
"	22b	Mosquito Creek		1.8
"	22c	McKay Creek		0.7
"	22d	Elsay Creek		4.0
New Westminster	1	Pemberton Creek	Pemberton (Village)	12.8
"	2a	Emerald Brook	Emerald Water Co. Ltd.	0.5
"	2b	Rideau Brook		0.1
"	3	Crabapple Creek	Alta Lake Resorts Ltd.	0.3
"	4	Archibald Creek	Alta Lake W.W.D.	0.8
"	5	Coquitlam Lake	Greater Vancouver Water District	75.2
"	6	Scott Creek		
"	7a	Cannel Lake	District of Mission	0.8
"	7b	Silverdale and Nicholson Creeks		6.1
"	7c	Windbank Creek		0.3
"	7d	Draper Creek		2.4
"	7e	Norrish Creek		40.5

.....3

Water District	Watershed Number*	Source	User	Reserve Area Requested**
New Westminster	8	Deroche Creek	Sokkanin, Kauko Regulated Water Utility	2.9
"	9	Engineers Creek	Barrowtown W.W.D.***	0.2
"	10a	Brice Creek	Sumas	0.1
"	10b	West Creek		0.1
"	10c	Hacking Creek		0.1
"	10d	Ord and Commission Creeks		0.2
"	11a	Heather Creek	Yarrow W.W.D.	0.4
"	11	Vedder River		488.0
"	11b	Knox and Valkert Creeks		0.6
"	11c	Liumchen Creek		15.8
"	12a	Elk Creek		4.1
"	12b	Dunville Creek	Elk Creek W.W. Co. Ltd.	2.2
"	12c	Nevin Creek	Yale	1.9
"	13	Yale Creek		14.3
"	14a	Schkam Creek		1.8
"	14b	Pringle and Campbell Creeks	Hope	0.6
"	15	Silver Hope Creek	Silver Creek	135.0

* See attached maps.

** In square miles.

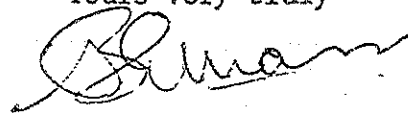
*** I.D. - Improvement District.

W.W.D. - Waterworks District.

It should be noted that Pemberton (0298371), Yarrow (0177012) and North Vancouver (0184997) have had reserves placed on their watershed areas that may cover the reserve areas requested herein.

Your kind cooperation in this matter is requested.

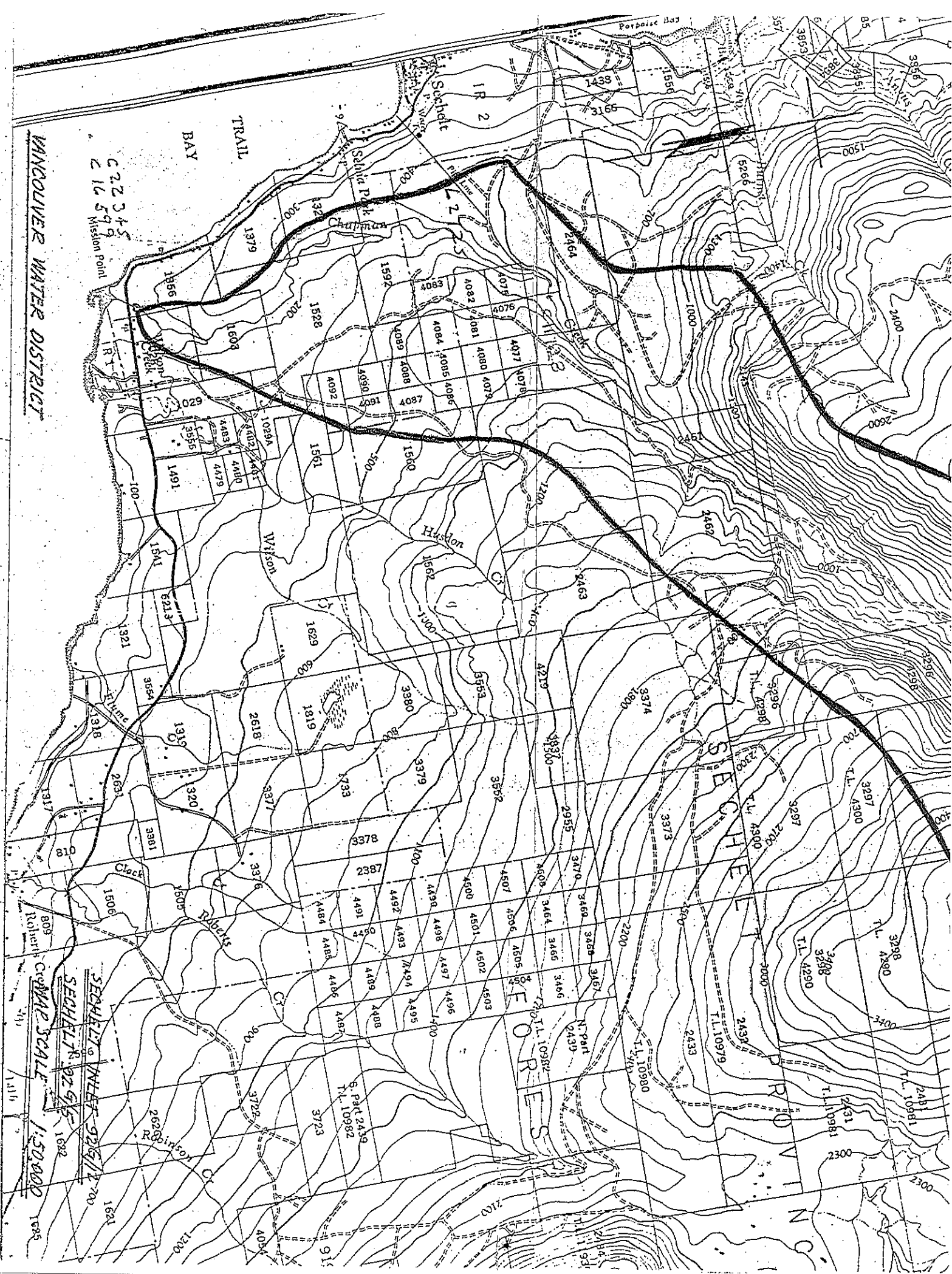
Yours very truly



B. E. Marr
Chairman, Task Force on
Multiple Use of Watersheds of
Community Water Supplies

Attachs.

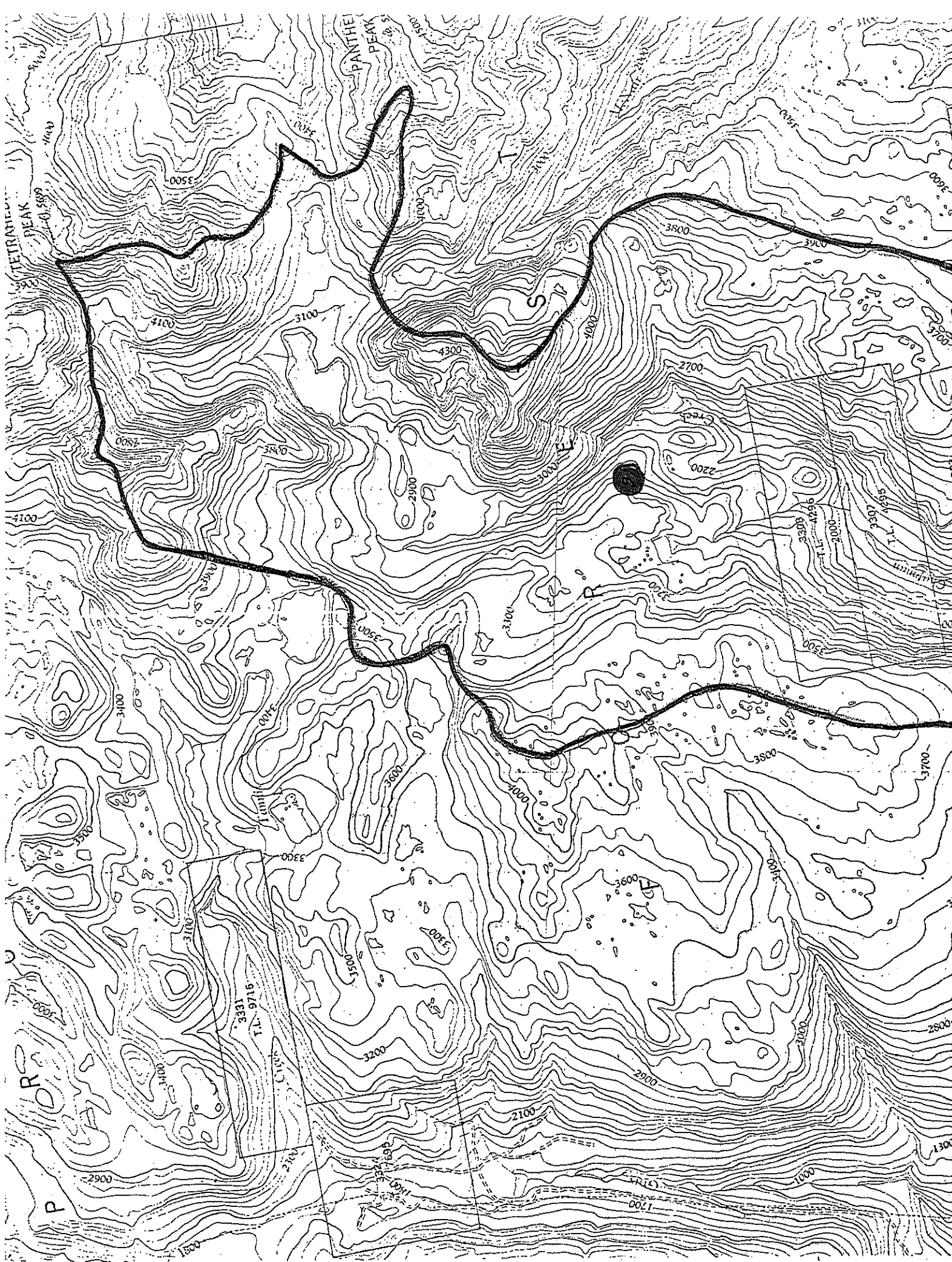
Copy to: Mr. J. E. McMynn
Deputy Minister of Mines



VANCOUVER WATER DISTRICT

C22345
C16599
Mission Point

SECHWELL
WLEET 929/5
1:50,000
1985





LICENCE OF OCCUPATION

Licence No.:

241023

File No.: 2404140

Disposition No.: 868345

THIS AGREEMENT is dated for reference March 11, 2009 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:

SUNSHINE COAST REGIONAL DISTRICT
1975 Field Rd
RR 1
Sechelt, BC V0N 3A1

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Commencement Date**" means March 31, 2009;

"**disposition**" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"**Fees**" means the fees set out in Article 3;

"**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 Agreement entitled “Legal Description Schedule”:

THAT PART OF DISTRICT LOT 3431, TOGETHER WITH THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF HASLAM CREEK, GROUP 1, NEW WESTMINSTER DISTRICT, CONTAINING 0.76 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 land covered by water;

“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;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

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

“you” or “your” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or

unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions of this Agreement, we grant you, your employees, agents and contractors a licence to occupy the Land only for the purposes of excavating for, constructing, operating, removing, replacing, reconstructing, repairing and safeguarding the Improvements necessary for community water pipeline and for telecommunications equipment necessary for the operation of such Improvements; and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 10th anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEES

3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

4.1 You must

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) 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) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land 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;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;

- (h) 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*;
- (i) 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, 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 or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) obtain our prior written consent, which consent may be unreasonably withheld, before permitting any other person to use the Land or the Improvements (including without limitation, any copper, coaxial, fibre optic or similar material or device) for any telecommunications purpose;
- (l) obtain our prior written consent, which consent may be unreasonably withheld, before using the Land or the Improvements for any telecommunications purpose other than a telecommunications purpose which is necessary for your operation of the Improvements;
- (m) if any soil is disturbed by you as a result of your construction or maintenance of the Improvements, at your expense, restore the surface of the Land to a condition satisfactory to us;
- (n) 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*;
- (o) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within one year;
- (p) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;

- (q) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
- (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (r) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 30 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

4.3 We will not do anything on the Land that will interfere materially with the Improvements or

your use of the Improvements, or that creates a public hazard.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
 - (i) all subsisting dispositions and 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, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(q), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) 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 rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect

the exercise of your rights under this Agreement;

- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) you will not without our prior written consent, which consent may be unreasonably withheld, permit any other person to use the Land or the Improvements (including, without limitation, any copper, coaxial, fibre optic or similar material or device) for any telecommunications purpose;
- (j) you will not without our prior written consent, which consent may be unreasonably withheld, use the Land or the Improvements for any telecommunications purpose other than a telecommunications purpose which is necessary for your operation of the Improvements;
- (k) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (l) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(r)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(r)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(r)(iii); and
- (m) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us security in the amount of \$0.0 which will

- (a) guarantee the performance of your obligations under this Agreement;

- (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
 - (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 6.6 You must
 - (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;

- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.

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- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or

- (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Surrey, British Columbia, and if we or our authorized representative have no office in

Surrey, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Surrey, British Columbia.

- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF AGRICULTURE AND LANDS
200-10428 153 St
Surrey, BC V3R 1E1;

to you

SUNSHINE COAST REGIONAL DISTRICT
1975 Field Rd
RR 1
Sechelt, BC V0N 3A1;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
 - (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

- 11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

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

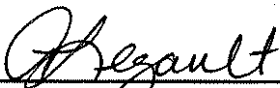


Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of
SUNSHINE COAST REGIONAL DISTRICT
by its authorized signatories

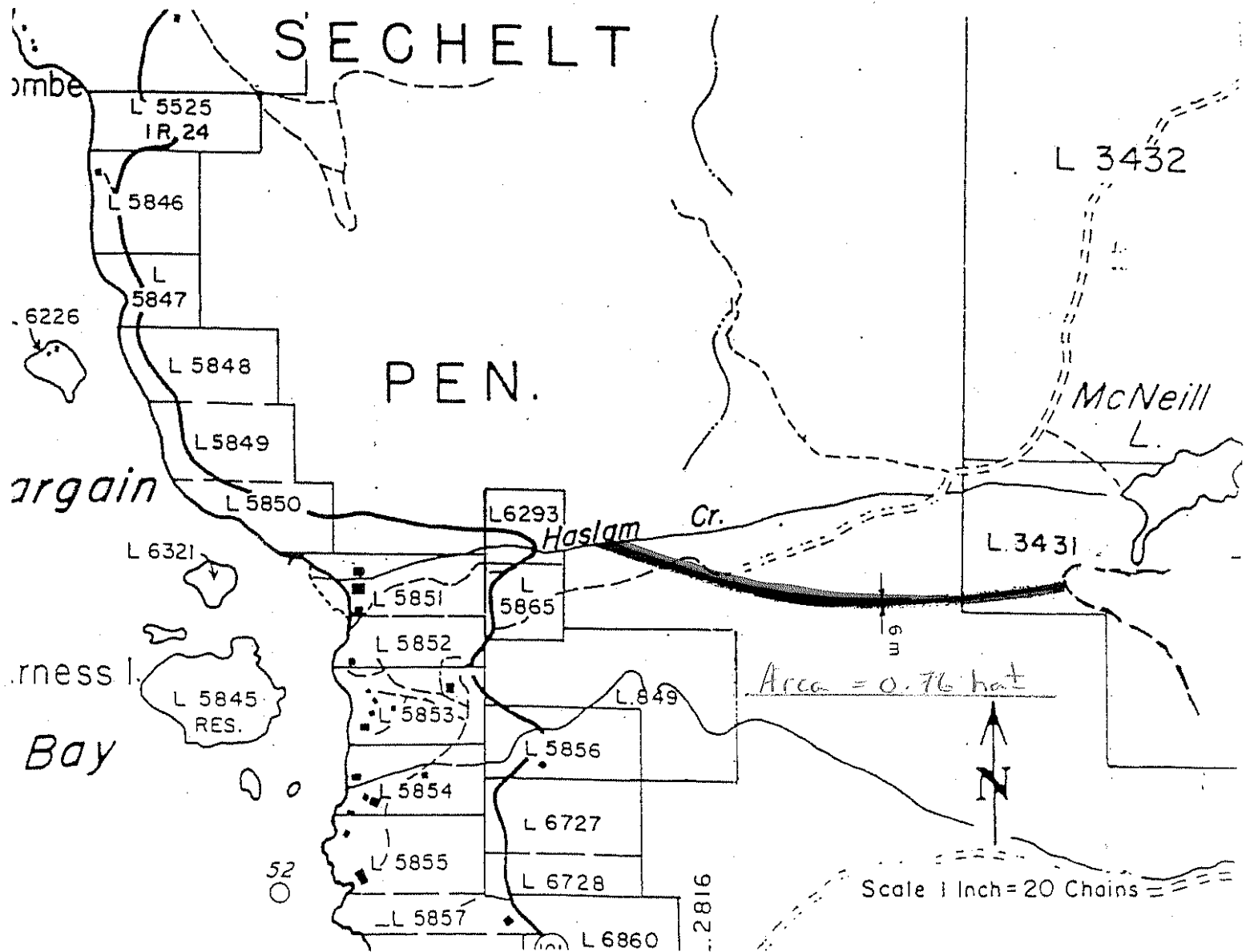


Authorized Signatory



Authorized Signatory

LEGAL DESCRIPTION SCHEDULE



OLYMPIC SIGNAGE SCHEDULE

1. For the purpose of this schedule:
 - (a) **"Ad Space"** means any area of the Land on which:
 - (i) you have been permitted to place, or
 - (ii) you have been permitted to allow other persons to place, signage, advertising or commercial identification of any kind but does not include any area that is within a building or structure and which is not visible from outside of the Land;
 - (b) **"Games Advertising Period"** means the period from and including January 12, 2010 to and including March 23, 2010;
 - (c) **"Option Exercise Period"** means the period from and including the date of this Agreement to and including September 30, 2009;
 - (d) **"Subsequent Ad Space"** means Ad Space which has been created by a permission granted by us after the Option Exercise Period; and
 - (e) **"VANOC"** means the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games.
2. This schedule does not constitute a permission for you to place, or allow others to place, signage, advertising or commercial identification of any kind on the Land and does not modify any other provision of this Agreement under which such permission is required.
3. You hereby grant VANOC the irrevocable option (Option) to purchase from you any Ad Space (other than Subsequent Ad Space), for use by VANOC for the Games Advertising Period, or any portion thereof, at rates equal to the average price charged for the same or, in the case of new advertising space, similar advertising space during the year 2006, adjusted for inflation to 2010, as measured by the Canadian Consumer Price Index. The Option may be exercised by notice in writing from VANOC to you at any time during the Option Exercise Period.
4. You hereby agree that VANOC will have the right of first refusal to purchase Subsequent Ad Space, if any, during the period from the expiration of the Option Exercise Period to the end of the Games Advertising Period for use during the Games Advertising Period and you agree not to sell or place any signage, advertising or commercial identification of any kind on the

Subsequent Ad Space during the Games Advertising Period until such time as you have first offered, in writing, such Subsequent Ad Space to VANOC. On receipt of the written offer, VANOC will have ten business days to accept such Subsequent Ad Space for use during the Games Advertising Period. In the event VANOC does not accept such Subsequent Ad Space within the time contemplated above, you may sell such Subsequent Ad Space for use during the Games Advertising Period as you determine on terms no more favourable than those offered to VANOC provided always that any such sale is allowed by the permission that we have given which gives rise to the Subsequent Ad Space.

5. Other than in respect of the Ad Space and Subsequent Ad Space referred to above, you will not install or permit to be installed any other signage, advertising or other commercial identification of any kind on the Land during the Games Advertising Period.
6. During the Games Advertising Period, you agree that VANOC has the right to remove or conceal any signage, advertising or commercial identification of any kind on the Land that is in the line of sight of or from or around any venue that is hosting any of the events associated with the Vancouver 2010 Winter Games or any roads used as a primary means of accessing any such venue so as to ensure clean venues during the Games Advertising Period provided VANOC has delivered to you its agreement to restore the same to original condition at its sole expense following the Games Advertising Period. The determination of whether such signage or commercial identification is in the line of sight of or from or around any such venue will be made by VANOC, acting reasonably.
7. Without limitation to section 5.1(e) you agree that we may grant to VANOC a license to use any portion of the Land for the temporary placement of signage, advertising or commercial identification provided:
 - (a) You are given notice in advance of such license;
 - (b) The license is for a term that does not extend beyond the Games Advertising Period; and
 - (c) The area over which the license is granted does not include any building or other structure used by you on the Land and does not materially interfere with your ability to use the Land for the purpose intended by this Agreement.
8. You acknowledge and agree that the Option, the right of first refusal and the rights and obligations associated therewith and as otherwise contemplated by this schedule may be enforced against you by VANOC, the Province (on behalf of VANOC) or both and if necessary, you agree that VANOC may become a party to this Agreement for the purposes of enforcing its rights granted hereunder. You agree that the Province does not have any obligation to you as a result of the exercise of the Option, the right of first refusal and the rights

241023

File No.:

Disposition No.:

and obligations associated therewith and as otherwise contemplated by this schedule and, without limitation, any payment required under the Option or as a result of the exercise of the right of first refusal, shall be solely the obligation of VANOC.

Page of _____

MISCELLANEOUS LAND USE REPORT

LM - LAND MGMNT - LOWER MAINLAND SERVICE REGION

B

File:	2407912	Inspected Date:	no inspection
Reported By:	Jacqueline Cavill	Report Date:	February 16, 2009
Phone Number:	604-586-5410	Complexity Level:	No Data Found
Applicant:	SUNSHINE COAST REGIONAL DISTRICT PO Box 800 Sechelt, BC V0N 3A0		

Decision: The application is allowed.

Application Type:	Replacement	LMM Policy:	Community and Institutional Policy
Purpose:	Utility	Sub-Purpose:	Water Line
Type:	Licence	Sub-Type:	Licence Of Occupation
Commencement Date:	March 31, 2009	Term:	10 years
Purpose Statement:	for the purpose of constructing, operating, and maintaining a community water intake + pipe line		

BCGS Map Sheet:	92F 070	<p>FEB 24 2009</p> <p>ENTERED</p>
Air Photo No.:	No Record Found	
Application Area:	1.80 ha +/-	
Recommended Area:	1.80 ha +/-	
Location:	McNeill Lake	

Legal Description:	THAT PART OF DISTRICT LOT 3431, TOGETHER WITH UNSURVEYED FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF MCNEILL LAKE AND THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF DISTRICT LOT 3432, GROUP 1, NEW WESTMINSTER DISTRICT
---------------------------	--

Referral Agencies/ Analysis:	Sechelt Indian Band was referred on May 29, 2008 regarding this replacement application. ILMB met with the Sechelt on August 27, 2008 to discuss processes with respect to First Nations consultation on replacements. A cover letter and information regarding this file was provided to SIB on December 18, 2008. No comments have been received.
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Clearance and Other Conflicts:	<p>A status was completed on April 23, 2008.</p> <p>The site is located within the Sechelt Provincial Forest and the Agricultural Land Reserve.</p> <p>File No. 0324803. Reserve No. 84279. Ministry of Environment. Watershed Reserve. Prior right, No conflict. The reserve does not conflict as the subject license was granted in order to improve the community water supply. - NLC</p>
---------------------------------------	---

Site Information: no site inspection completed.

Rental:

As per the Community/Institutional policy, the rent will be \$1.00 per term (pre-paid for the entire term of the tenure).

Discussion/Recommendations:

This tenure was previously held by the South Pender Harbour Waterworks District; however, the Water District has dissolved. The SCRD owns and operates this water system (see email on file dated January 14, 2009). No changes have been made to this site.

SCRD holds three water licenses from the Haslam Creek/McNeill Lake water system. Two of the licenses are for 73 million gallons per year and the third is for storage of 250 acre feet. All three of these tenures expire in March 2009 and are being replaced for 10 years.

The Sunshine Coast Regional District (SCRD) has held a License of Occupation for this site since 2002. The purpose of this site is for a community water line, thus providing a valuable community service and qualifying for nominal rent tenure. There have been no comments/concerns on file regarding this project since its inception.

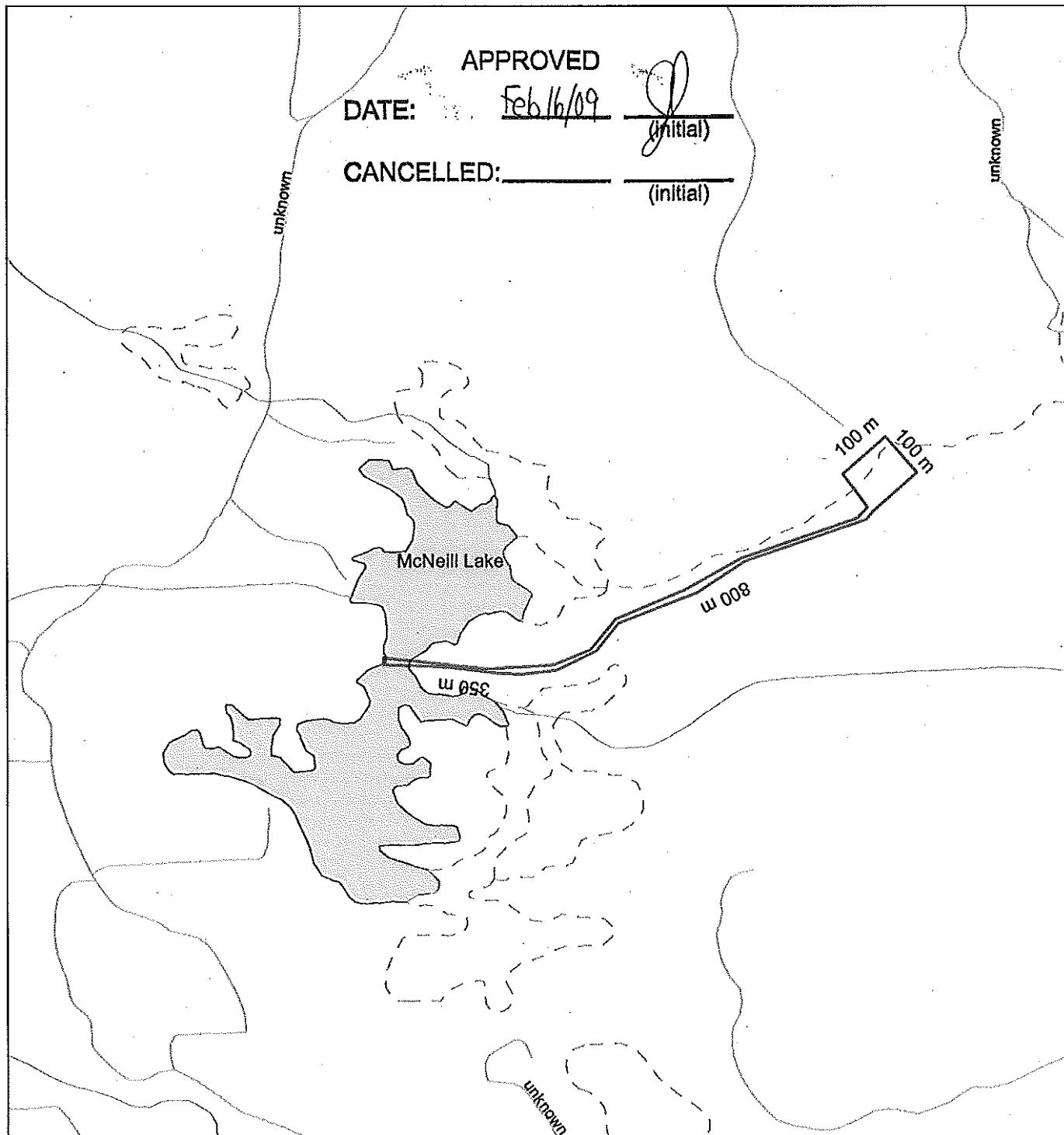
I recommend this replacement application be approved on the following terms and conditions:

1. Tenure: License of Occupation
2. Purpose: Institutional *community water intake + pipeline*
3. Term: 10 years
4. Total rent for term: \$1.00
5. Insurance: \$1,000,000.00 *municipal insurance*
6. Security: \$0.00

Signature: _____

Date: _____

Feb 16/09



Scale: 1:10,000



Area = 1.8 ha

Page ____ of ____

Licence No.:

2407912

File No.: 2407912

Disposition No.: 868346

THIS AGREEMENT is dated for reference March 3, 2009 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:

SUNSHINE COAST REGIONAL DISTRICT
1975 Field Rd RR 1
Sechelt, BC V0N 3A1

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Commencement Date**" means March 31, 2009;

"**disposition**" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"**Fees**" means the fees set out in Article 3;

"**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 Agreement entitled "Legal Description Schedule":

THAT PART OF DISTRICT LOT 3431, TOGETHER WITH UNSURVEYED FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF MCNEILL LAKE AND THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF DISTRICT LOT 3432, GROUP 1, NEW WESTMINSTER DISTRICT, CONTAINING 1.80 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*);

"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;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

"Term" means the period of time set out in section 2.2;

"we", "us" or "our" refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **"the parties"**; and

"you" or "your" refers to the Licensee.

- 1.2 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions of this Agreement, we grant you, your employees, agents and contractors a licence to occupy the Land only for the purposes of excavating for, constructing, operating, removing, replacing, reconstructing, repairing and safeguarding the Improvements necessary for a community water intake and pipeline and for telecommunications equipment necessary for the operation of such Improvements; and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 10th anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEES

3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

4.1 You must

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) 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) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land 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;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;

- (h) 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*;
- (i) 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, 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 or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
- (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) obtain our prior written consent, which consent may be unreasonably withheld, before permitting any other person to use the Land or the Improvements (including without limitation, any copper, coaxial, fibre optic or similar material or device) for any telecommunications purpose;
- (l) obtain our prior written consent, which consent may be unreasonably withheld, before using the Land or the Improvements for any telecommunications purpose other than a telecommunications purpose which is necessary for your operation of the Improvements;
- (m) if any soil is disturbed by you as a result of your construction or maintenance of the Improvements, at your expense, restore the surface of the Land to a condition satisfactory to us;
- (n) 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*;
- (o) not alter, repair or add to any Improvement without our prior written consent;
- (p) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within one year;
- (q) permit us, or our authorized representatives, to enter on the Land at any time to inspect

the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;

- (r) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
- (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (s) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 30 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

- 4.3 We will not do anything on the Land that will interfere materially with the Improvements or your use of the Improvements, or that creates a public hazard.

ARTICLE 5 - LIMITATIONS

- 5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
 - (i) all subsisting dispositions and 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, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(r), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) 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 rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;

- 2410 2
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
 - (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
 - (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
 - (i) you will not without our prior written consent, which consent may be unreasonably withheld, permit any other person to use the Land or the Improvements (including, without limitation, any copper, coaxial, fibre optic or similar material or device) for any telecommunications purpose;
 - (j) you will not without our prior written consent, which consent may be unreasonably withheld, use the Land or the Improvements for any telecommunications purpose other than a telecommunications purpose which is necessary for your operation of the Improvements;
 - (k) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
 - (l) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(s)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(s)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(s)(iii); and
 - (m) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will

- (a) guarantee the performance of your obligations under this Agreement;
- (b) be in the form required by us; and
- (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us

as additional insured;

- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.

7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.

- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 8 - TERMINATION

8.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your

business, or

- (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.

- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in City of Surrey, British Columbia, and if we or our authorized representative have no office in City of Surrey, British Columbia, then our offices (or the offices of our authorized representative) that are closest to City of Surrey, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

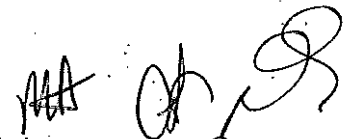
- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF AGRICULTURE AND LANDS
200-10428 153 St
Surrey, BC V3R 1E1;

to you

~~SOUTH PENDER HARBOUR WATERWORKS DISTRICT~~
Po Box 9
~~Madeira Park, BC V0N 2H0;~~


SUNSHINE COAST REGIONAL
DISTRICT
1975 FIELD ROAD
SEALFT B.C.
V0N 3A1

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

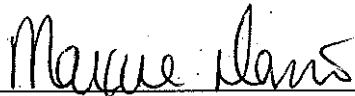
ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
 - (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

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

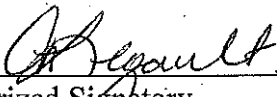


Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of
SUNSHINE COAST REGIONAL DISTRICT
by its authorized signatories

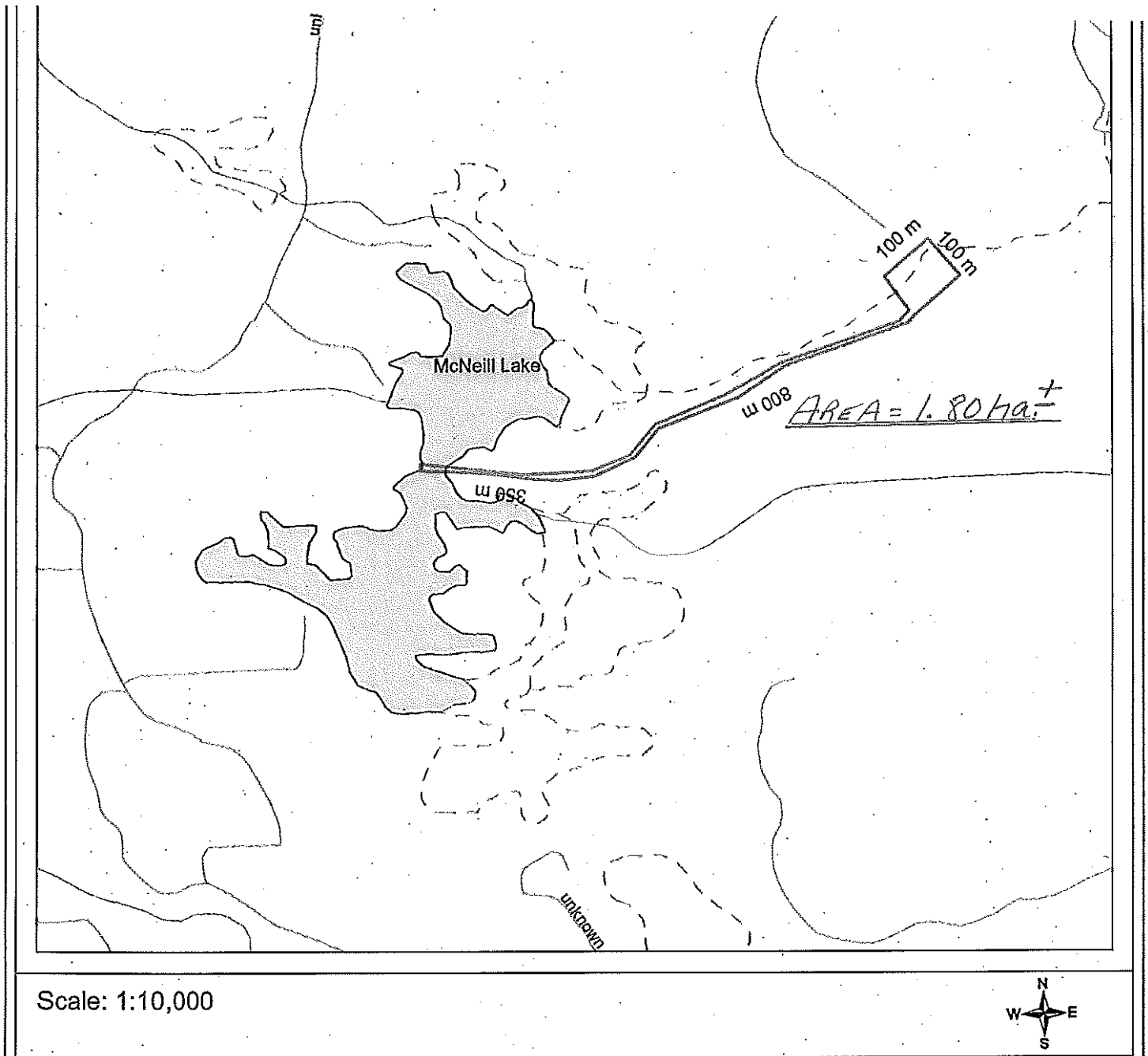


Authorized Signatory



Authorized Signatory

LEGAL DESCRIPTION SCHEDULE



OLYMPIC SIGNAGE SCHEDULE

1. For the purpose of this schedule:
 - (a) **"Ad Space"** means any area of the Land on which:
 - (i) you have been permitted to place, or
 - (ii) you have been permitted to allow other persons to place, signage, advertising or commercial identification of any kind but does not include any area that is within a building or structure and which is not visible from outside of the Land;
 - (b) **"Games Advertising Period"** means the period from and including January 12, 2010 to and including March 23, 2010;
 - (c) **"Option Exercise Period"** means the period from and including the date of this Agreement to and including September 30, 2009;
 - (d) **"Subsequent Ad Space"** means Ad Space which has been created by a permission granted by us after the Option Exercise Period; and
 - (e) **"VANOC"** means the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games.
2. This schedule does not constitute a permission for you to place, or allow others to place, signage, advertising or commercial identification of any kind on the Land and does not modify any other provision of this Agreement under which such permission is required.
3. You hereby grant VANOC the irrevocable option (Option) to purchase from you any Ad Space (other than Subsequent Ad Space), for use by VANOC for the Games Advertising Period, or any portion thereof, at rates equal to the average price charged for the same or, in the case of new advertising space, similar advertising space during the year 2006, adjusted for inflation to 2010, as measured by the Canadian Consumer Price Index. The Option may be exercised by notice in writing from VANOC to you at any time during the Option Exercise Period.
4. You hereby agree that VANOC will have the right of first refusal to purchase Subsequent Ad Space, if any, during the period from the expiration of the Option Exercise Period to the end of the Games Advertising Period for use during the Games Advertising Period and you agree not to sell or place any signage, advertising or commercial identification of any kind on the

Subsequent Ad Space during the Games Advertising Period until such time as you have first offered, in writing, such Subsequent Ad Space to VANOC. On receipt of the written offer, VANOC will have ten business days to accept such Subsequent Ad Space for use during the Games Advertising Period. In the event VANOC does not accept such Subsequent Ad Space within the time contemplated above, you may sell such Subsequent Ad Space for use during the Games Advertising Period as you determine on terms no more favourable than those offered to VANOC provided always that any such sale is allowed by the permission that we have given which gives rise to the Subsequent Ad Space.

5. Other than in respect of the Ad Space and Subsequent Ad Space referred to above, you will not install or permit to be installed any other signage, advertising or other commercial identification of any kind on the Land during the Games Advertising Period.
6. During the Games Advertising Period, you agree that VANOC has the right to remove or conceal any signage, advertising or commercial identification of any kind on the Land that is in the line of sight of or from or around any venue that is hosting any of the events associated with the Vancouver 2010 Winter Games or any roads used as a primary means of accessing any such venue so as to ensure clean venues during the Games Advertising Period provided VANOC has delivered to you its agreement to restore the same to original condition at its sole expense following the Games Advertising Period. The determination of whether such signage or commercial identification is in the line of sight of or from or around any such venue will be made by VANOC, acting reasonably.
7. Without limitation to section 5.1(e) you agree that we may grant to VANOC a license to use any portion of the Land for the temporary placement of signage, advertising or commercial identification provided:
 - (a) You are given notice in advance of such license;
 - (b) The license is for a term that does not extend beyond the Games Advertising Period; and
 - (c) The area over which the license is granted does not include any building or other structure used by you on the Land and does not materially interfere with your ability to use the Land for the purpose intended by this Agreement.
8. You acknowledge and agree that the Option, the right of first refusal and the rights and obligations associated therewith and as otherwise contemplated by this schedule may be enforced against you by VANOC, the Province (on behalf of VANOC) or both and if necessary, you agree that VANOC may become a party to this Agreement for the purposes of enforcing its rights granted hereunder. You agree that the Province does not have any obligation to you as a result of the exercise of the Option, the right of first refusal and the rights

241018

File No.: 240 7915

Disposition No.: 868346

and obligations associated therewith and as otherwise contemplated by this schedule and, without limitation, any payment required under the Option or as a result of the exercise of the right of first refusal, shall be solely the obligation of VANOC.



MISCELLANEOUS LAND USE REPORT

LM - LAND MGMNT - LOWER MAINLAND SERVICE REGION

File:	2404140	Inspected Date:	no inspection
Reported By:	Jacqueline Cavill	Report Date:	February 16, 2009
Phone Number:	604-586-5410	Complexity Level:	No Data Found
Applicant:	SUNSHINE COAST REGIONAL DISTRICT PO Box 800 Sechlet, BC V0N 3A0		

Decision: The application is allowed.

Application Type:	Replacement	LMM Policy:	Community and Institutional Policy
Purpose:	Utility	Sub-Purpose:	Water Line
Type:	Licence	Sub-Type:	Licence Of Occupation
Commencement Date:	March 31, 2009	Term:	10 years
Purpose Statement:	for the purpose of constructing, operating, and maintaining a community water pipeline		

BCGS Map Sheet:	92G051 92F060	<div style="text-align: right; margin-bottom: 10px;">FEB 24 2009</div> <div style="font-size: 2em; font-weight: bold; letter-spacing: 5px;">ENTERED</div>
Air Photo No.:	No Record Found	
Application Area:	0.76 Ha.	
Recommended Area:	0.76 Ha. ⁺	
Location:	Pender Harbour	

Legal Description:	THAT PART OF DISTRICT LOT 3431, TOGETHER WITH THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF HASLAM CREEK, GROUP 1, NEW WESTMINSTER DISTRICT
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Referral Agencies/ Analysis:	<p>Sechelt Indian Band was referred on May 29, 2008 regarding this replacement application. ILMB met with the Sechelt on August 27, 2008 to discuss processes with respect to First Nations consultation on replacements. A cover letter and information regarding this file was provided to SIB on December 18, 2008. No comments have been received.</p> <p>Nanose First Nation did not respond to the package sent on May 29, 2008. This package included replacement files expiring between June 1st 2008 to March 31st 2009.</p>
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Clearance and Other Conflicts:	<p>A status was completed on April 21, 2008.</p> <p>The site is located within the Sechelt Provincial Forest.</p> <p>The site is within the ALR.</p>
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File No. 0324803. Reserve No. 84279. Ministry of Environment. Watershed Reserve. ~~Prior right~~, No conflict. *N/C*

File No. 0259104. Reserve No. 65288. Ministry of Transportation. Quarrying – sand and gravel. ~~Prior right~~, No conflict. *– to be amended.*

Site Information: no site inspection completed.

Rental:

As per the Community/Institutional policy, the rent will be \$1.00 per term (pre-paid for the entire term of the tenure).

Discussion/Recommendations:

This tenure was previously held by the South Pender Harbour Waterworks District; however, the Water District has dissolved. The SCRD owns and operates this water system (see email on file dated January 14, 2009). No changes have been made to this site.

The Sunshine Coast Regional District (SCRD) has held a License of Occupation for this site since 1988. The purpose of this site is for a community water line, thus providing a valuable community service and qualifying for nominal rent tenure. There have been no comments/concerns on file regarding this project since its inception.

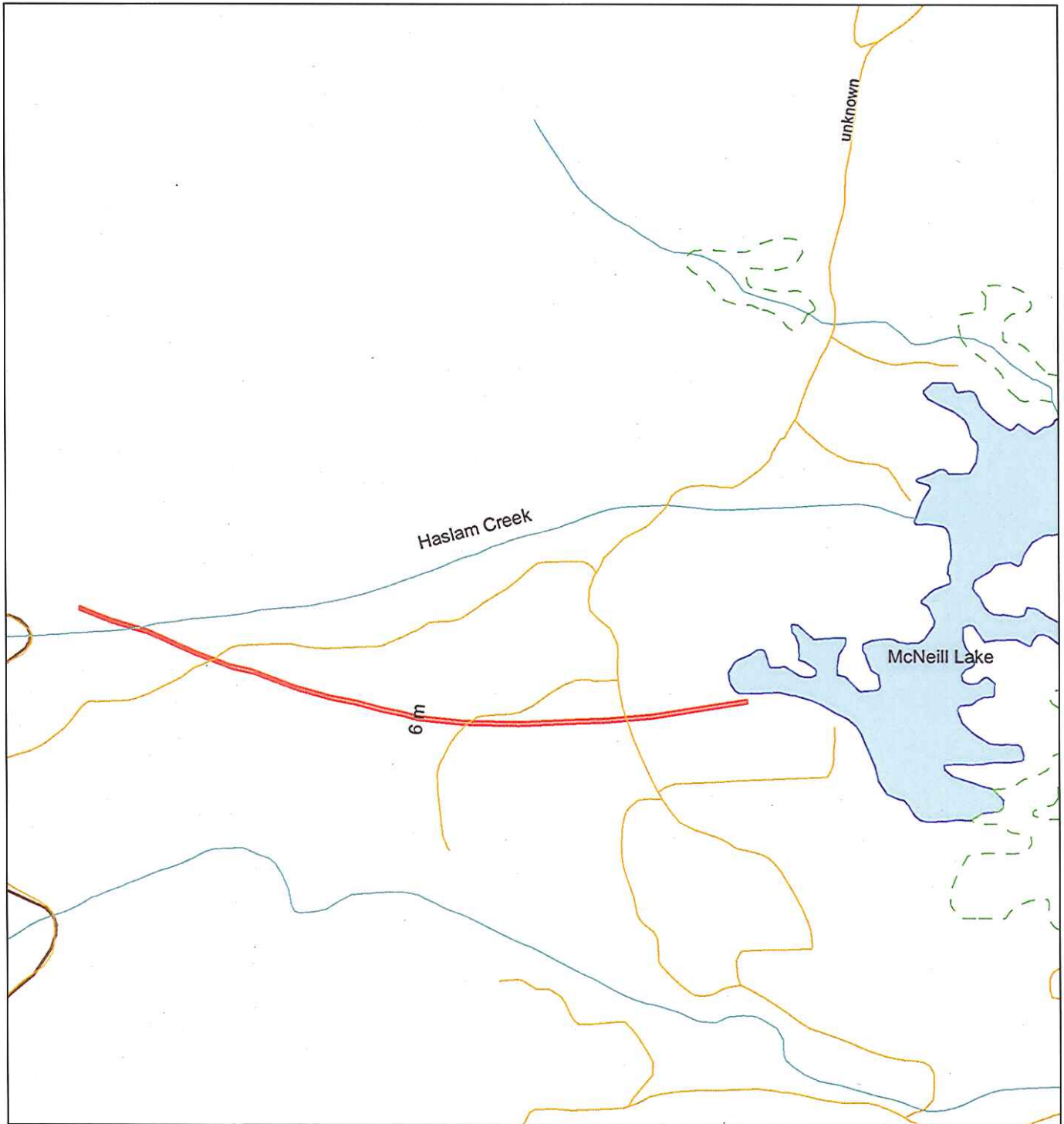
I recommend this replacement application be approved on the following terms and conditions:

1. Tenure: License of Occupation
2. Purpose: ~~Institutional~~ *community water pipeline*
3. Term: 10 years
4. Total rent for term: \$1.00
5. Insurance: \$1,000,000.00 *municipal insurance*
6. Security: \$0.00

Signature: _____

Date: _____

Feb 16/09



Scale: 1:10,000



Area = 0.76 ha

Page ____ of ____

The standard term for a lease is 30 years.

Lease is the normal form of tenure used to allocate Crown land to Community Organizations for projects that are expected to require the ongoing, long-term use of Crown land.

6.3 Statutory Right of Way

A statutory right of way is normally used to authorize linear uses of Crown land for transportation, communication, energy production and utility developments.

The tenure holder is granted a legal right of passage over the land for a specific purpose.

Statutory right of way for major activities are normally issued for so long as is required. Shorter tenures are issued where the investments are lower, the use is of a shorter duration, or as defined under a specific program.

A legal survey will be required at the applicant's expense to define the tenured area.

6.4 Crown Grants

FCGs are available only to local governments and public sector organizations. Crown Grants at market value may be issued to parties that are not eligible for FCGs, if the proposed site meets specific criteria and the use is considered suitable by government agencies and other affected interests.

Where improvements, including the removal of merchantable timber, are required in order to carry out the intended public purpose, the Authorizing Agency has the discretion to initiate issuance of a lease or licence of occupation followed by conversion of this tenure to a FCG when improvements are completed. The tenure provisions may include stumpage charges for timber removal. Conversion arrangements should be clearly outlined in the relevant Order in Council, Cabinet Decision Note and/or briefing materials.

7. PRICING AND VALUATION POLICY

7.1 Administrative Fees

Application fees for tenures, and other administrative fees, are payable to the Province of BC. These fees are set out in the fee schedules contained in the Land Act Fees Regulation.

7.2 NRTs

Leases, licences of occupation and statutory rights of way issued under this policy or its predecessors, are charged a nominal rental of \$1.00, prepaid for the entire term of the tenure. (See appendix 5 for special procedures for public wharfs)

Stumpage charges for timber removal may apply (see section 9.6).



LAND USE REPORT

LM - LAND MGMNT - LOWER MAINLAND SERVICE REGION

File:	2410598	Inspected Date:	No inspection
Reported By:	ANDREA COWGILL	Report Date:	February 14, 2011
Phone Number:	604-586-4313	Complexity Level:	2
Applicant:	SUNSHINE COAST REGIONAL DISTRICT 1975 Field Rd Rr 1 Sechelt, BC V0N 3A1		

Decision: The application is allowed.

Application Type:	New Application	LMM Policy:	Utility Policy/Community Institutional Policy
Purpose:	Utility	Sub-Purpose:	Water Line
Type:	Licence	Sub-Type:	Licence Of Occupation
Commencement Date:	TBD by PA	Term:	30 years
Purpose Statement:	Water treatment plant		

BCGS Map Sheet:	R92F.060, R92G.051	<div>MAR 24 2011</div> <div>ENTERED</div>
Air Photo No.:	No Record Found	
Application Area:	3.99 Ha.	
Recommended Area:	3.58 Ha. [±]	
Location:	McNeill Lake	

Legal Description:	THAT PART OF DISTRICT LOT 3431, TOGETHER WITH THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF HASLAM LAKE, GROUP 1, NEW WESTMINSTER DISTRICT
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Referral Agencies/ Analysis:	No referrals were sent for this application. Due the short timeline for this proposal, the Proponent discussed the proposal with agencies and First Nations and received the following comments: MNRO (Water Allocation) - Letter on file dated November 8, 2010 stating that the proposal is a compatible use subject to a list of conditions. MNRO (Recreation Sites & Trails) – See letter on file dated January 31, 2011. No concerns. MNRO (Forests) – See comments on file dated March 15, 2011. Proposed application area falls within Forest Licence A19229 held by A&A Trading Ltd. They should be contacted by the proponent. Any cutting of merchantable timber will require a licence to cut. A Road Use Permit and Road Works Permit from Forests (as per the discussions between Forests Engineering Department and the Proponent) will be required in order to use FSR8344 that accesses the application area. All works done or near the FSR will require a works permit. The combined water treatment plant area and reservoir area must not encroach
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on the FSR right-of-way which is 37.5m off the centre line of the FSR.

Comments cc'd to applicant.

Sechelt Nation – See letter on file dated January 20, 2011. Expect to be provided with site-specific environmental information at a later date, as well as an opportunity to complete an archaeological assessment of the finalized location in order to provide input that may direct the final project design. Archaeological overview assessment followed by an archaeological impact assessment must be completed. No response received to our follow up request for comments. See attached consultation record for further information.

Clearance and Other Conflicts: Status report on file dated March 22, 2011 completed by Gord Dixon.

Within Agricultural Land Reserve. (Proponent has submitted an application to the Agricultural Land Commission). NO CONFLICT – Letter on file from ALC dated March 21, 2011. Proposal will not adversely impact agriculture. Application is allowed. Approval subject to: Receipt of an inclusion application from the SCRDC for an area of equal or greater than the 3.6 hectares impacted by the current proposal. The project be in substantial compliance with the plan submitted with the application.

COMPATIBLE USE 0324803 – Res. No. 092027: Ministry of Environment; Watershed (Section 17 Watershed reserve – Letter on file dated November 8, 2010 from Water Allocation stating that the proposal is a compatible use subject to a list of conditions).

Site Information:

Commentary:

Health Order on file from Vancouver Coastal Health dated May 13, 2010. Construction and commissioning of the multi-barrier treatment plant for the South Pender Harbour Water Service Area must be completed by March 1, 2012. Order was issued because of a health hazard for consumers of drinking water from McNeil Lake in the service area of South Pender Harbour.

South Pender Harbour Water Treatment Plant Draft Design Brief dated October 29, 2010 on file. Rationale and details descriptions of the various components and improvements of the proposed water treatment plant can be found in the report.

Detailed site photos on file.

Application submitted to the Agricultural Land Commission (ALC) for "non-farm use" within the Agricultural Land Reserve. Application discussed at the ALC's meeting on March 9/10th. ALC approval on file dated March 21, 2011.

DFO's Record of Self Assessment on file dated February 23, 2011. Proposed activity is greater than 30m from water and will avoid impacts to downstream water quality and quantity.

Management Plan on file indicates acquiring Crown Land. We have clarified with the SCRDC that this application is not for the purchase of Crown Land. The management plan also mentions the potential of selling power from the Lower Site. I phoned Dave Crosby at the SCRDC on March 11, 2011 to clarify that the selling of power is not consistent with the community/institutional tenure being applied for. That use would fall under the Commercial Program. The SCRDC confirmed that they will not be pursuing the selling of power as a result of the information I provided. Recommend adding a covenant to the document regarding this (see attached worksheet).

Lower Site removed from the application area due to its overlap with a legally established Old Growth

Management Area.

Upon completion of construction, the improvements will be surveyed along with those improvements on land file no. 2404140 to ensure the tenures cover the Project area accurately.

Proof of advertising and staking on file. Comment deadline of March 15, 2011.

Appraisal/Rental Calculations

Land Value: \$8,029.94 Value type: Zone Value Date: March 24, 2011
 Rental Amount: \$1.00 prepaid
 Next review date:
 Rate: N/A
 Purchase Price: \$0.00
 Occupational Rent: \$0.00 for period from to
 # Communication uses: 0
 Royalty Rate (\$/m³): \$0.00 per cubic metre

Calculations/Comments:

As per the Community Institutional policy, nominal rent tenures are charged a prepaid rental of \$1.00.

Land value = area x utilities zone rate

Zone rate (Zone C – Lower Mainland) = \$2243/ha

Application area = 3.58ha

Land value = 3.58ha x \$2243/ha
 = \$8029.94

A nominal rent tenure is applicable given that the land value is less than \$100,000.00.



CR Rental
calculations



Timber appraisal

Disposition Requirements

- ☒ Insurance – Commercial General: \$2,000,000.00 *Municipal*
- ☐ Sudden and Accidental Pollution
- ☐ Environmental Pollution Liability
- ☐ Aircraft Liability
- ☐ Airport Premises and Operations
- ☐ Watercraft Liability
- ☐ Survey Required - LWBC Pays for boundary survey. Survey due in 12 months.
- ☐ Removal required from Provincial Forest
- ☐ Upland Owner Consent required for
- ☒ Performance Bond: \$5,000.00 *N/A had gov*
- ☐ Prospectus required
- ☐ A.L.R. inclusion
- ☐ Agricultural Eligibility Report required
- ☐ Archaeological Impact Assessment(AIA) required
- ☐ Rezoning to by (Local Government Name).
- ☐ Land Reserve Commission approval required for removal from Agricultural Land Reserve
- ☐ Other/Comments:
- ☐ Management Plan required
- ☐ Contaminated Site Evaluation required
- ☐ Proof of Advertising required
- ☐ Quit Claim required

Covenants (Client must)

- ☐ Consolidate with
- ☒ Improvements per purpose *- boiler plants*
- ☐ Dispose of Raw Sewage
- ☐ Store Hazardous Products
- ☐ Use Toxic Construction Materials
- ☐ Aquatic – Not Deposit
- ☐ Public - River Bank Water body:
- ☒ Archaeological Site Notice
- ☐ Fencing: No Fencing
- ☐ Changes to existing improvements
- ☐ Setback and Elevation Metric) -
- ☐ Floodplain setbacks m Hor. m Vert (water body)
- ☐ Must have a Guide Outfitter License
- ☐ Restore Surface Soil
- ☒ Survey may be required
- ☐ Health Covenant
- ☐ Access by Water Only
- ☒ Other/Comments:

Tenure area must be used only for uses consistent with a water treatment plant. Commercial selling of power is not permitted within the tenure area.

Limitations (Client agrees ...)

- ☐ Aquatic - Not Dredge
- ☐ Aquatic - No Diversion
- ☐ Aquatic - Pile Driver Only
- ☐ Temporary Shelter – Foul Weather
- ☐ Moorage - No Residence
- ☐ Notice – Access To Maintain
- ☐ Prohibition of Log Storage
- ☐ Waiver of claim for compensation
- ☐ Hydro Electric Project
- ☐ Flooding – Engineering Report
- ☐ Prior Rights - SRW Name: Works:
- ☐ Prior Rights - Trapline Name: Period:
- ☐ Prior Rights - Works Name: Works:
- ☐ Prior Rights - Dyke Operator: Water body:
- ☐ Prior Rights - Generic Name
- ☐ Easement through
- ☐ Cross-cancellation binding tenures Legal:
- ☐ Other/Comments:

Client Responsibilities

- ☐ Health Approval
- ☐ Waste Management Permit

- | | |
|---|--|
| <input type="checkbox"/> N.W.P.A. Permit | <input type="checkbox"/> Access Permit from MOT |
| <input type="checkbox"/> Mines/Reclamation Permit | <input type="checkbox"/> Approval from Fisheries and Oceans Canada |
| <input type="checkbox"/> MOF Permit | |
| <input type="checkbox"/> Water Act Approval | |
| <input type="checkbox"/> Other/Comments: | |

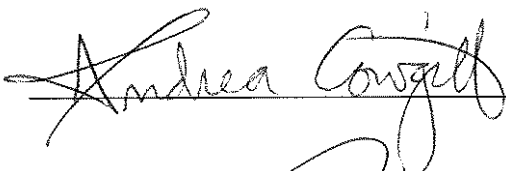
Reminders

- ☐ Release security \$0.00
- ☐ Cancel previous tenure(s) on file(s):
- ☐ Initial and date Communications Site Inventory
- ☐ Complete and attach Reasons for Decision Report
- ☐ Complete Aboriginal Interest Assessment Report
- ☐ First Nations notification letter sent (letter attached)
- ☐ Nanwakolas Clearinghouse Agreement area
- ☐ Other:

Attachments

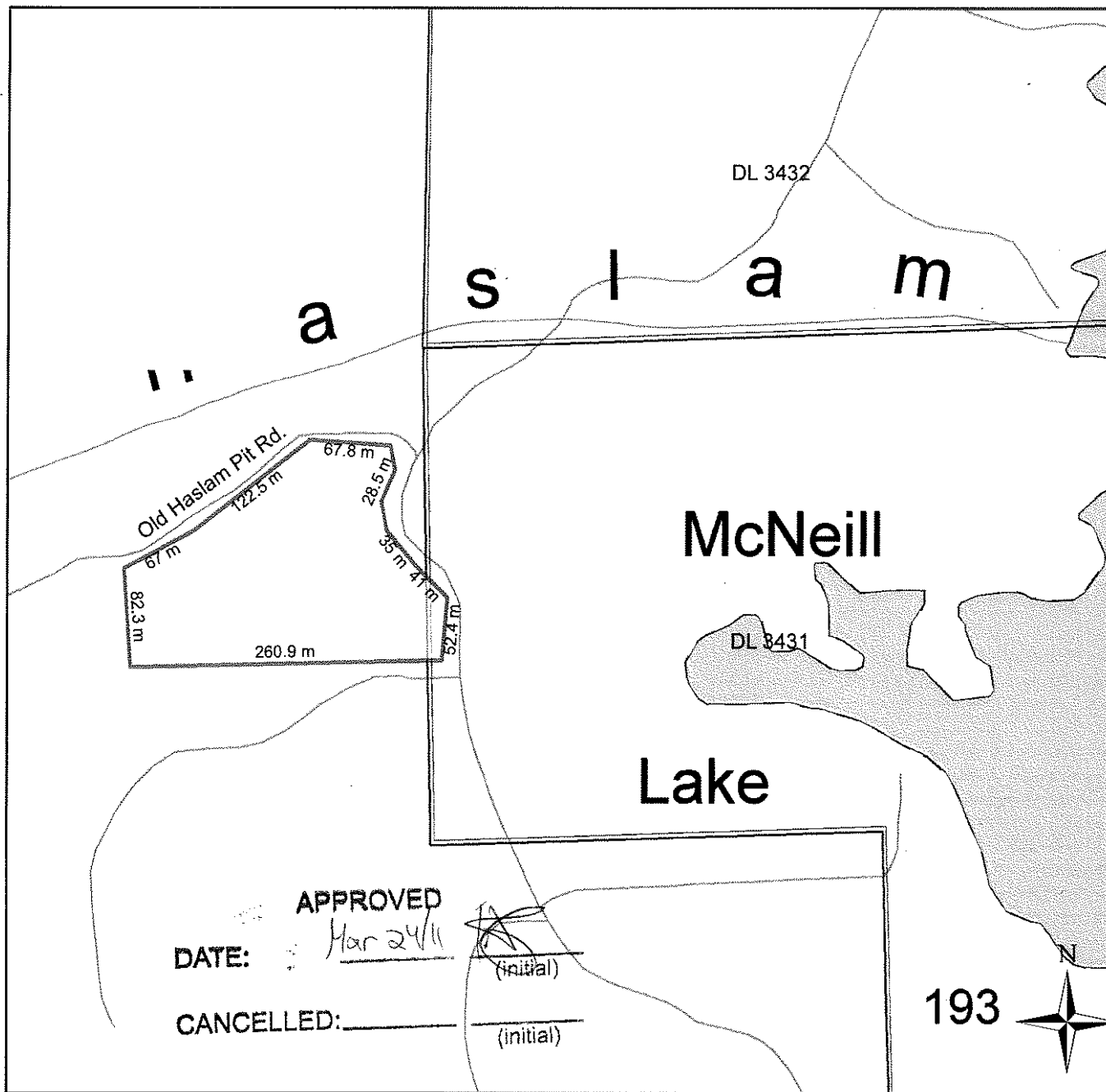
- | | |
|---|--|
| <input checked="" type="checkbox"/> Sketch | <input checked="" type="checkbox"/> Reasons For Decision |
| <input checked="" type="checkbox"/> Aboriginal Interest Assessment Report | <input type="checkbox"/> Clearance |
| <input type="checkbox"/> Photograph(s) | <input type="checkbox"/> Air Photo(s) |
| <input type="checkbox"/> Referral(s) | <input type="checkbox"/> Fee appraisal |
| <input type="checkbox"/> Other | |

Signature:



Date:





Scale: 1:5,000

Date: March 24, 2011

Purpose: UTILITY

Subpurpose: WATER LINE

Type: LICENCE

Subtype: LICENCE OF OCCUPATION

Tantalis Area: 3.58 ha

Licence No.:

241632

File No.: 2410598

Disposition No.: 890551

THIS AGREEMENT is dated for reference March 24, 2011 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:

SUNSHINE COAST REGIONAL DISTRICT
1975 Field Rd
RR 1
Sechelt, BC V0N 3A1

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this licence of occupation;

"Commencement Date" means May 24, 2011;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Fees" means the fees set out in Article 3;

"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 Agreement entitled “Legal Description Schedule”:

THAT PART OF DISTRICT LOT 3431, TOGETHER WITH THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF HASLAM CREEK, GROUP 1, NEW WESTMINSTER DISTRICT, CONTAINING 3.58 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 land covered by water;

“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;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

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

“you” or “your” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or

unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions of this Agreement, we grant you, your employees, agents and contractors a licence to occupy the Land only for the purposes of excavating for, constructing, operating, removing, replacing, reconstructing, repairing and safeguarding the Improvements necessary for a water treatment plant and for telecommunications equipment necessary for the operation of such Improvements; and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEES

3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

4.1 You must

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) 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) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land 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;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;

- (h) 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*;
- (i) 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, 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 or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) obtain our prior written consent, which consent may be unreasonably withheld, before permitting any other person to use the Land or the Improvements (including without limitation, any copper, coaxial, fibre optic or similar material or device) for any telecommunications purpose;
- (l) obtain our prior written consent, which consent may be unreasonably withheld, before using the Land or the Improvements for any telecommunications purpose other than a telecommunications purpose which is necessary for your operation of the Improvements;
- (m) if any soil is disturbed by you as a result of your construction or maintenance of the Improvements, at your expense, restore the surface of the Land to a condition satisfactory to us;
- (n) 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*;
- (o) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within one year;
- (p) not commercially sell power from the use of the Land;
- (q) permit us, or our authorized representatives, to enter on the Land at any time to inspect

the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;

- (r) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
- (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (s) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 30 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

- 4.3 We will not do anything on the Land that will interfere materially with the Improvements or your use of the Improvements, or that creates a public hazard.

ARTICLE 5 - LIMITATIONS

- 5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
 - (i) all subsisting dispositions and 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, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(r), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) 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 rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;

- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) you will not without our prior written consent, which consent may be unreasonably withheld, permit any other person to use the Land or the Improvements (including, without limitation, any copper, coaxial, fibre optic or similar material or device) for any telecommunications purpose;
- (j) you will not without our prior written consent, which consent may be unreasonably withheld, use the Land or the Improvements for any telecommunications purpose other than a telecommunications purpose which is necessary for your operation of the Improvements;
- (k) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (l) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(s)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(s)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(s)(iii); and
- (m) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will

- (a) guarantee the performance of your obligations under this Agreement;
- (b) be in the form required by us; and
- (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us

as additional insured;

- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.

- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 8 - TERMINATION

8.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your

business, or

- (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.

- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Surrey, British Columbia, and if we or our authorized representative have no office in Surrey, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Surrey, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
200-10428 153 St
Surrey, BC V3R 1E1;

to you

SUNSHINE COAST REGIONAL DISTRICT
1975 Field Rd
RR 1
Sechelt, BC V0N 3A1;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.


ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
 - (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
-

- 11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

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 on behalf of SUNSHINE COAST REGIONAL DISTRICT
by its authorized signatories

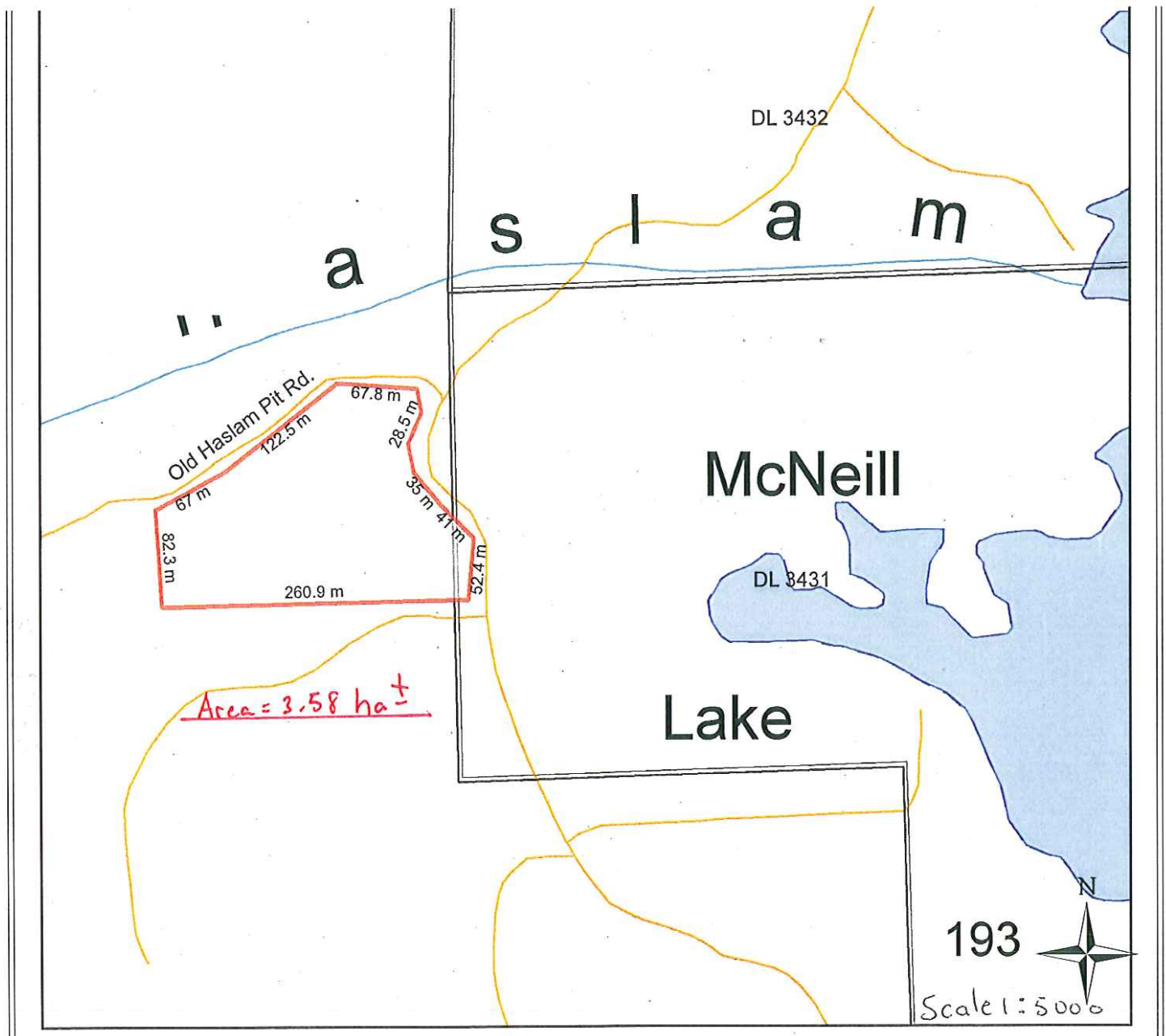


Authorized Signatory **G. NDHR, CHAIR**



Authorized Signatory **A. LEGAULT, CORP. OFFICER**

LEGAL DESCRIPTION SCHEDULE





LAND USE REPORT

LM - LAND MGMNT - LOWER MAINLAND SERVICE REGION

File:	2410598	Inspected Date:	No inspection
Reported By:	ANDREA COWGILL	Report Date:	February 14, 2011
Phone Number:	604-586-4313	Complexity Level:	2
Applicant:	SUNSHINE COAST REGIONAL DISTRICT 1975 Field Rd Rr 1 Sechelt, BC V0N 3A1		

Decision: The application is allowed.

Application Type:	New Application	LMM Policy:	Utility Policy/Community Institutional Policy
Purpose:	Utility	Sub-Purpose:	Water Line
Type:	Licence	Sub-Type:	Licence Of Occupation
Commencement Date:	TBD by PA	Term:	30 years
Purpose Statement:	Water treatment plant		

BCGS Map Sheet:	R92F.060, R92G.051	MAY 14 2012 ENTERED
Air Photo No.:	No Record Found	
Application Area:	2.91 Ha.	
Recommended Area:	2.91 Ha. [±]	
Location:	McNeill Lake	

Legal Description:	THAT PART OF DISTRICT LOT 3431, TOGETHER WITH THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF HASLAM LAKE, GROUP 1, NEW WESTMINSTER DISTRICT
---------------------------	--

Referral Agencies/ Analysis: No referrals were sent for this application to adjust the tenure boundaries to include additional land in some areas and a reduction in area in others. Due the short timeline for this proposal, the Proponent discussed the proposal with agencies and First Nations and received the following comments:

MNRO (Water Allocation) - Letter on file dated November 8, 2010 stating that the proposal is a compatible use subject to a list of conditions.

MNRO (Recreation Sites & Trails) – See letter on file dated January 31, 2011. No concerns.

MNRO (Forests) – See comments on file dated March 15, 2011. Proposed application area falls within Forest Licence A19229 held by A&A Trading Ltd. They should be contacted by the proponent. Any cutting of merchantable timber will require a licence to cut. A Road Use Permit and Road Works Permit from Forests (as per the discussions between Forests Engineering Department and the Proponent) will be required in order to use FSR8344 that accesses the application area. All works done or near the FSR will require a works permit. The combined water treatment plant area and reservoir area must not encroach

on the FSR right-of-way which is 37.5m off the centre line of the FSR.

Comments cc'd to applicant.

Sechelt Nation – See letter on file dated January 20, 2011. Expect to be provided with site-specific environmental information at a later date, as well as an opportunity to complete an archaeological assessment of the finalized location in order to provide input that may direct the final project design. Archaeological overview assessment followed by an archaeological impact assessment must be completed. No response received to our follow up request for comments. See consultation record on file dated March 23, 2011. **Sechelt provided a letter of support on file dated April 2, 2012. No new consultation record required as a result.**

Clearance and Other Conflicts: Status report on file dated March 22, 2011 completed by Gord Dixon.

Within Agricultural Land Reserve. NO CONFLICT – Letter on file from ALC dated March 26, 2012. Proposal will not adversely impact agriculture. Application is allowed.

COMPATIBLE USE 0324803 – Res. No. 092027: Ministry of Environment; Watershed (Section 17 Watershed reserve – Letter on file dated November 8, 2010 from Water Allocation stating that the proposal is a compatible use subject to a list of conditions).

Site Information:

Commentary: The Sunshine Coast Regional District submitted an application in April 2012 to amend their tenure boundary for the South Pender Harbour Water Treatment Plant and water storage reservoir for the South Pender Water System. The amendment includes a reduction of the current tenure area and some new land as a result of more detailed survey and design work being completed by the SCRD's consulting engineers.

Health Order on file from Vancouver Coastal Health dated May 13, 2010. Construction and commissioning of the multi-barrier treatment plant for the South Pender Harbour Water Service Area must be completed by March 1, 2012. Order was issued because of a health hazard for consumers of drinking water from McNeil Lake in the service area of South Pender Harbour.

South Pender Harbour Water Treatment Plant Draft Design Brief dated October 29, 2010 on file. Rationale and details descriptions of the various components and improvements of the proposed water treatment plant can be found in the report.

Detailed site photos on file.

Application submitted to the Agricultural Land Commission (ALC) for "non-farm use" within the Agricultural Land Reserve. Application discussed at the ALC's meeting on March 9/10th. ALC approval on file dated March 21, 2011 and March 26, 2012.

Letter on file from the Sechelt Nation dated April 2, 2012 stating that provided that all cultural sites are protected, the Sechelt Nation does not oppose the proposed land tenure for the South Pender Harbour Water Treatment Plant.

DFO's Record of Self Assessment on file dated February 23, 2011. Proposed activity is greater than 30m from water and will avoid impacts to downstream water quality and quantity.

Management Plan on file indicates acquiring Crown Land. We have clarified with the SCRD that this application is not for the purchase of Crown Land. The management plan also mentions the potential of selling power from the Lower Site. I phoned Dave Crosby at the SCRD on March 11, 2011 to clarify that

the selling of power is not consistent with the community/institutional tenure being applied for. That use would fall under the Commercial Program. The SCRD confirmed that they will not be pursuing the selling of power as a result of the information I provided. Recommend adding a covenant to the document regarding this (see attached worksheet).

Lower Site removed from the application area due to its overlap with a legally established Old Growth Management Area.

Upon completion of construction, the improvements will be surveyed along with those improvements on land file no. 2404140 to ensure the tenures cover the Project area accurately.

Proof of advertising and staking on file. Comment deadline of March 15, 2011.

The attached tenure map is to replace the previous tenure map on Licence No. 241632.

Appraisal/Rental Calculations

Land Value: \$8,029.94 Value type: Zone Value Date: March 24, 2011
 Rental Amount: \$1.00 prepaid
 Next review date:
 Rate: N/A
 Purchase Price: \$0.00
 Occupational Rent: \$0.00 for period from to
 # Communication uses: 0
 Royalty Rate (\$/m³): \$0.00 per cubic metre

Calculations/Comments:

As per the Community Institutional policy, nominal rent tenures are charged a prepaid rental of \$1.00.

Land value = area x utilities zone rate

Zone rate (Zone C – Lower Mainland) = \$2243/ha

Application area = 3.58ha

Land value = 3.58ha x \$2243/ha
 = \$8029.94

A nominal rent tenure is applicable given that the land value is less than \$100,000.00.



CR Rental
calculations



Timber appraisal

Disposition Requirements

- ☒ Insurance – Commercial General: \$1,000,000.00
- ☐ Sudden and Accidental Pollution
 - ☐ Environmental Pollution Liability
 - ☐ Aircraft Liability
 - ☐ Airport Premises and Operations
 - ☐ Watercraft Liability
- ☐ Survey Required - LWBC Pays for boundary survey. Survey due in 12 months.
- ☐ Removal required from Provincial Forest
- ☐ Upland Owner Consent required for
- ☒ Performance Bond: \$5,000.00 ☐ Management Plan required
- ☐ Prospectus required ☐ Contaminated Site Evaluation required
- ☐ A.L.R. inclusion ☐ Proof of Advertising required
- ☐ Agricultural Eligibility Report required ☐ Quit Claim required
- ☐ Archaeological Impact Assessment(AIA) required
- ☐ Rezoning to by (Local Government Name).
- ☐ Land Reserve Commission approval required for removal from Agricultural Land Reserve
- ☐ Other/Comments:

Covenants (Client must)

- ☐ Consolidate with
- ☒ Improvements per purpose
- ☐ Dispose of Raw Sewage
- ☐ Store Hazardous Products
- ☐ Use Toxic Construction Materials
- ☐ Aquatic – Not Deposit
- ☐ Public - River Bank Water body:
- ☐ Archaeological Site Notice
- ☐ Fencing: No Fencing
- ☐ Changes to existing improvements
- ☐ Setback and Elevation Metric) -
- ☐ Floodplain setbacks m Hor. m Vert (water body)
- ☐ Must have a Guide Outfitter License
- ☐ Restore Surface Soil
- ☒ Survey may be required
- ☐ Health Covenant
- ☐ Access by Water Only
- ☒ Other/Comments:

Tenure area must be used only for uses consistent with a water treatment plant. Commercial selling of power is not permitted within the tenure area.

Limitations (Client agrees ...)

- ☐ Aquatic - Not Dredge
- ☐ Aquatic - No Diversion
- ☐ Aquatic - Pile Driver Only
- ☐ Temporary Shelter – Foul Weather
- ☐ Moorage - No Residence
- ☐ Notice – Access To Maintain
- ☐ Prohibition of Log Storage
- ☐ Waiver of claim for compensation
- ☐ Hydro Electric Project
- ☐ Flooding – Engineering Report
- ☐ Prior Rights - SRW Name: Works:
- ☐ Prior Rights - Trapline Name: Period:
- ☐ Prior Rights - Works Name: Works:
- ☐ Prior Rights - Dyke Operator: Water body:
- ☐ Prior Rights - Generic Name
- ☐ Easement through
- ☐ Cross-cancellation binding tenures Legal:
- ☐ Other/Comments:

Client Responsibilities

- ☐ Health Approval
- ☐ Waste Management Permit

- | | |
|---|--|
| <input type="checkbox"/> N.W.P.A. Permit | <input type="checkbox"/> Access Permit from MOT |
| <input type="checkbox"/> Mines/Reclamation Permit | <input type="checkbox"/> Approval from Fisheries and Oceans Canada |
| <input type="checkbox"/> MOF Permit | |
| <input type="checkbox"/> Water Act Approval | |
| <input type="checkbox"/> Other/Comments: | |

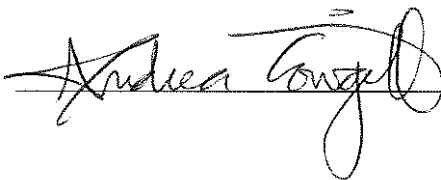
Reminders

- ☐ Release security \$0.00
- ☐ Cancel previous tenure(s) on file(s):
- ☐ Initial and date Communications Site Inventory
- ☐ Complete and attach Reasons for Decision Report
- ☐ Complete Aboriginal Interest Assessment Report
- ☐ First Nations notification letter sent (letter attached)
- ☐ Nanwakolas Clearinghouse Agreement area
- ☐ Other:

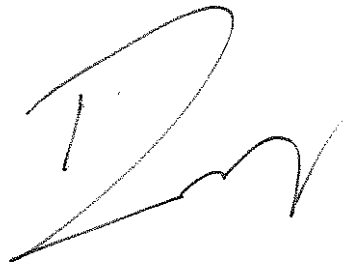
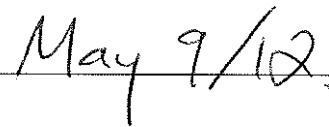
Attachments

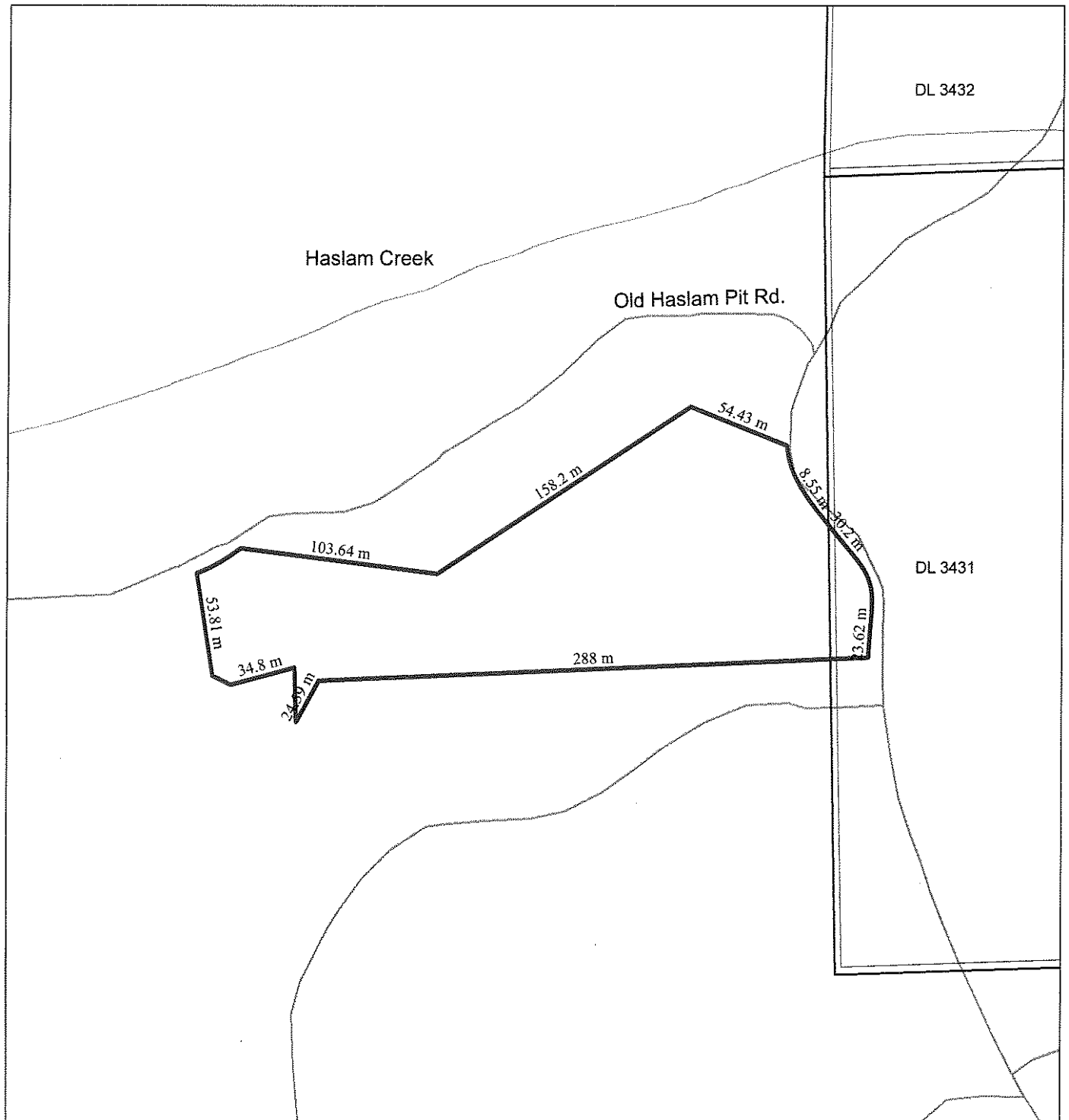
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|---|--|
| <input checked="" type="checkbox"/> Sketch | <input checked="" type="checkbox"/> Reasons For Decision |
| <input checked="" type="checkbox"/> Aboriginal Interest Assessment Report | <input type="checkbox"/> Clearance |
| <input type="checkbox"/> Photograph(s) | <input type="checkbox"/> Air Photo(s) |
| <input type="checkbox"/> Referral(s) | <input type="checkbox"/> Fee appraisal |
| <input type="checkbox"/> Other | |

Signature:



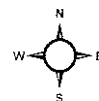
Date:





Scale: 1:3,000
 Purpose: UTILITY
 Subpurpose: MISCELLANEOUS
 Type: LICENCE
 Subtype: LICENCE OF OCCUPATION

APPROVED
 DATE: May 9/12 AS
 (initial)
 CANCELLED: _____
 (initial)



Date: 09 May 2012
 Tantalus Area: 2.92 ha

Licence No.: 241632

File No.: 2410598

Disposition No.: 890551

THIS AGREEMENT is dated for reference May 16, 2012.

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:

SUNSHINE COAST REGIONAL DISTRICT
1975 Field Rd
RR 1
Sechelt, BC V0N 3A1

(the "Client")

WITNESS THAT WHEREAS:

The Province and the Client entered into a license agreement dated for reference March 24, 2011 (herein called the "Tenure") over those lands more particularly known and described as:

THAT PART OF DISTRICT LOT 3431, TOGETHER WITH THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF HASLAM CREEK, GROUP 1, NEW WESTMINSTER DISTRICT, CONTAINING 3.58 HECTARES, MORE OR LESS

The parties desire to include an additional area in the Tenure.

The parties desire to reduce the area in the Tenure.

The parties have agreed to amend the Tenure.

NOW THEREFORE in consideration of the premises, and of the covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:

1 The Province hereby grants to the Client a licence over:

THAT PART OF DISTRICT LOT 3431, TOGETHER WITH THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF HASLAM CREEK, GROUP 1, NEW WESTMINSTER DISTRICT, CONTAINING 2.92 HECTARES, MORE OR LESS

(herein called the "Land") on the same terms and conditions set out in the Tenure.

2 To remove the existing Legal Description Schedule from the Tenure and replace it with the Legal Description Schedule attached hereto as Schedule "A".

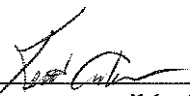
3 In all other respects the Tenure shall remain in full force and effect and is hereby ratified and confirmed.

4 Time shall continue to be of the essence in this agreement and the Tenure.

5 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.


IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the day and year first above written.

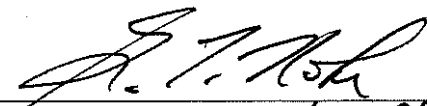
SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



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

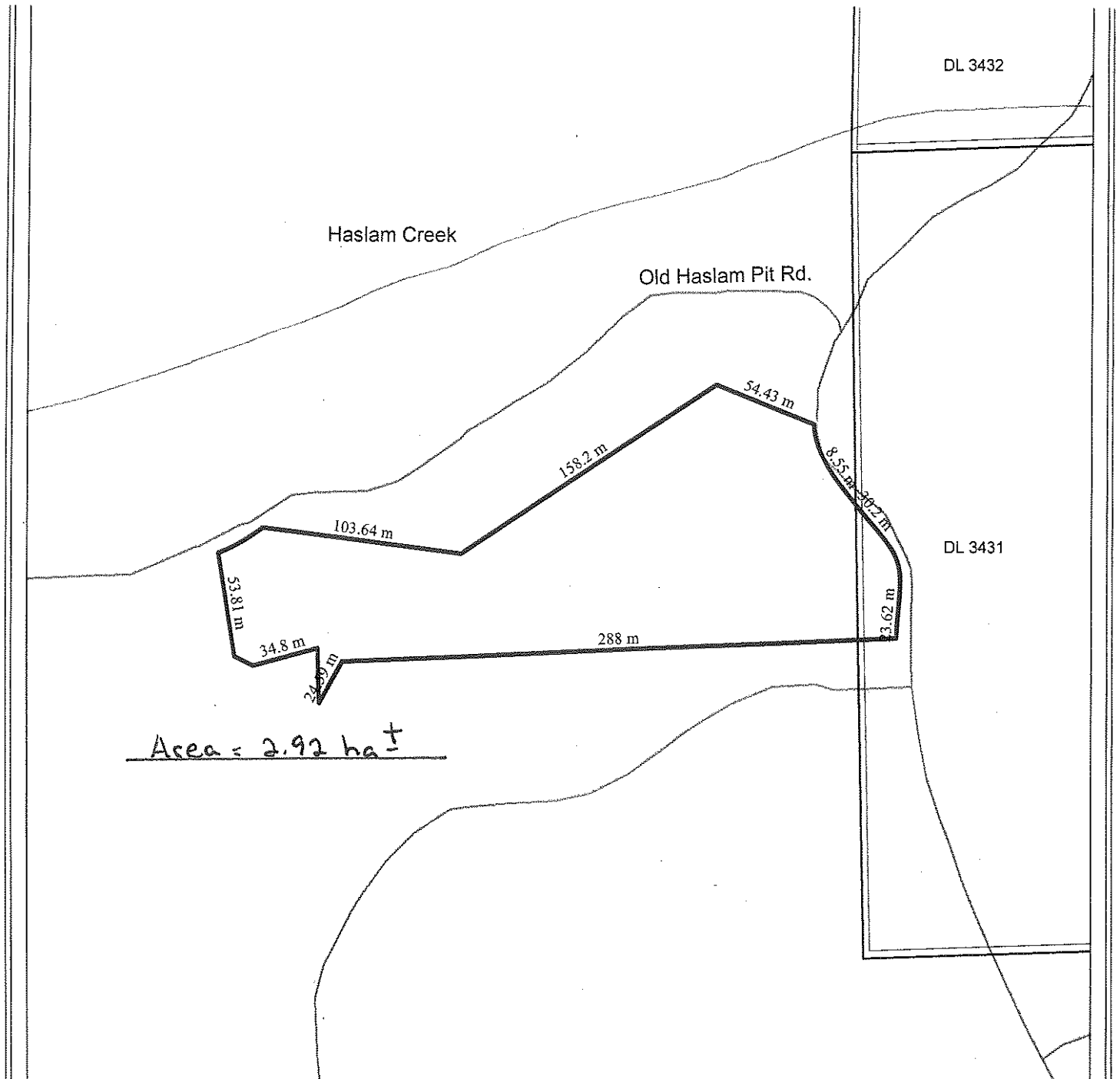
SIGNED on behalf of SUNSHINE COAST REGIONAL DISTRICT
by its authorized signatories


Authorized Signatory *ANGIE Leavitt, Corporate officer*


Authorized Signatory *GARRY Nohr, Chair*

SCHEDULE "A"

LEGAL DESCRIPTION SCHEDULE





Our File: 0326774
May 7, 2009

Julia Berardinucci
Ministry of Environment
Water Stewardship
2nd Flr, 10470-152 St
Surrey BC V3R 0Y3

Re:
**Notice of Establishment of Section 17 Land Act Designation No. R092085,
replacing Reserve No. 75296, cancelled May 7, 2009**

WHEREAS: The undersigned has been charged with the administration of
Section 17 of the Land Act; and

WHEREAS: The undersigned considers it advisable in the public interest to
establish a Land Act Designation over that unalienated and
unencumbered land situated within Group 1, New Westminster
District, containing 6,273.21 hectares, more or less; then

THEREFORE: The Crown land area outlined in red on the attached map is
hereby temporarily established as a Section 17 Land Act
Designation for watershed purposes for a period of 5 years. The
area is hereby withdrawn from disposition under the Land Act for
any purpose or use other than the above and others deemed
compatible with or ancillary to the above by the undersigned,
effective May 7, 2009.

This Section 17 Land Act Designation is subject to the Sechelt
Provincial Forest and all related provisions thereto.

Yours truly,

Maxine Davie
Senior Portfolio Administrator

MAY 07 2009

CJ
Attch.

ENTERED

**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

Internet Mapping Framework



Legend

Interest Parcels

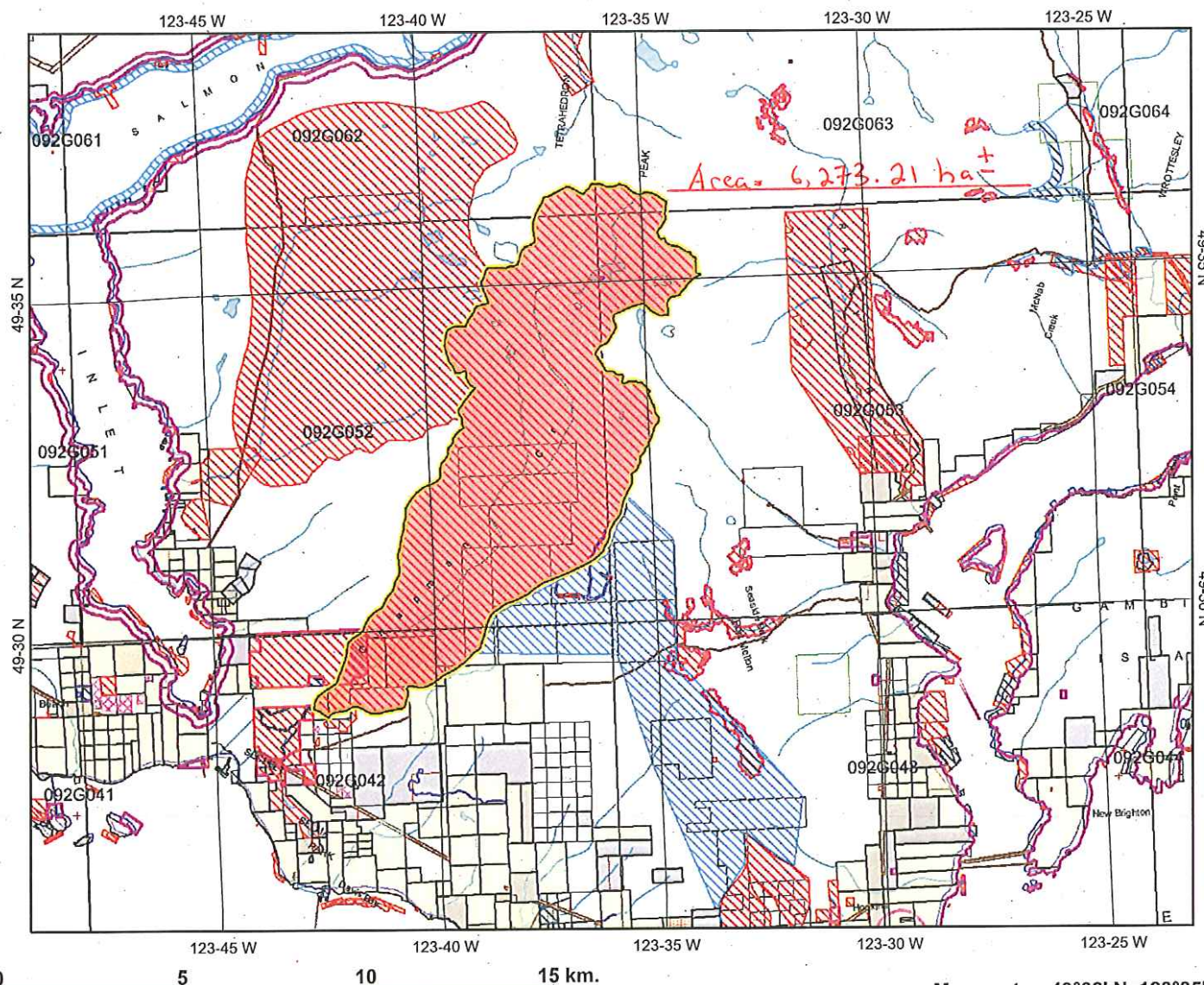
- Provincial Park
- Crown Grant
- Application
- Lease
- Development Agreement
- Licence
- Permit
- Reserve
- Right of Way
- Transfer of Admin / Control
- Inactive Disposition Transaction
- OIC Ecological Reserve
- Dominion Patent
- Inventory Site
- Uncoded / Unknown
- IP_SID=894727

Survey Parcels

- Primary
- Indian Reserves Primary
- Mineral Claim
- Timber Licence
- Subdivision
- Indian Reserves Subdivision
- Right of Way
- Unknown
- BCGS Grid
- Annotation (1:250K)
- Landform - Points (1:250K)
- Rock
- Landform - Lines (1:250K)
- Ledge
- Cliff
- Esker
- Moraine



Scale: 1:170,587



This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.