

Page 001

Withheld pursuant to/removed as

s.14

From: Vanessa Reakes [<mailto:vlr@shk.ca>]
Sent: Tuesday, October 13, 2015 9:16 PM
To: Silbernagel, Tim TRAN:EX
Cc: Sherry Spong
Subject: Re: Toquaht Wilderness Resort Ltd. V. Thor Consult Ltd. [SHK-LAW.FID160081]

Thanks Tim.

I appreciate there has been quite a bit of back and forth on this issue. The lawsuit brought by Toquaht Wilderness Resort Ltd. (the "Developer") is proceeding to trial on February 29, 2016 and I want to make sure I have your evidence correct. The below questions apply to District Lot 1518 prior to subdivision of the lands into 4 lots, which I believe occurred in July 2015.

1.) Do you confirm that the Developer was required to upgrade the forest services road pursuant to section 15 of the Land Title Act Regulation in the case that the Developer utilized a building strata model of subdivision for District Lot 1518?

2.) Do you agree that at the time of subdivision of district Lot 1518 the Developer could have applied for water access only as an alternative to upgrading the forest services road?

3.) Aside from applying for water access only, were any further alternatives available to the Developer to avoid the forest service road upgrades under a building strata model?

4.) If a water access only permit were in place, what if any, restrictions would be placed on the Developer in respect of the number of units that could be constructed on District Lot 1518?

As mentioned below, the Developer is of the view that the Ministry Of Transportation did not require the section 15 road upgrades in the case the a building strata model was utilized for subdivision. Based on your below emails, it appears that you disagree with the Developer's view.

Your clarification of these points is much appreciated. Please feel free to contact me if you have any questions.

Vanessa Reakes

Sent from my iPhone

On Oct 8, 2015, at 2:11 PM, Silbernagel, Tim TRAN:EX <Tim.Silbernagel@gov.bc.ca> wrote:

Good afternoon Vanessa. Sorry for the confusion. Trying to juggle too many cats at once....

Yes, a developer is required to provide public access to a proposed development as a condition of subdivision approval. The developer will propose a public access to the PAO. If access by Forest Service Road is proposed then yes Section 15 the Land Title Regulations is applicable.

Tim Silbernagel

Development Approvals Technician
Ministry of Transportation and Infrastructure
Vancouver Island District Office
3rd Floor - 2100 Labieux Road, Nanaimo V9T 6E9
(250) 751-3253 / cell (250) 713-4316
fax (250) 751-3289

From: Vanessa Reakes [<mailto:vlr@shk.ca>]

Sent: Wednesday, September 30, 2015 3:32 PM

To: Silbernagel, Tim TRAN:EX

Cc: Sherry Spong

Subject: RE: Toquaht Wilderness Resort Ltd. V. Thor Consult Ltd. [SHK-LAW.FID160081]

Hi Tim- it's actually section 15 of the Regulations, below:

Access by a forest service road

15 (1) Where a subdivision plan tendered under section 83 of the Act affects land where the only connection with such land to the general highway

system of the Province is by a forest service road established under the *Forest Act*, an approving officer may approve the subdivision plan where

(a) if the road is not less than 9 m wide, a regional engineering officer of the ministry of the minister responsible for the administration of those portions of the *Forest Act* for which the Minister of Finance is not responsible certifies in writing to the approving officer that the load limits restrict the maximum width of vehicles to 4.27 m,

(b) if the road is between 7.5 m and 9 m wide, a regional engineering officer of the ministry of the minister responsible for the administration of those portions of the *Forest Act* for which the Minister of Finance is not responsible certifies in writing to the approving officer that the load limits restrict the maximum width of vehicles to 3.05 m, or

(c) the road meets the requirements of paragraph (a) or (b) except for a single lane bridge, cattle guard or culvert and a regional engineering officer of the ministry of the minister responsible for the administration of those portions of the *Forest Act* for which the Minister of Finance is not responsible certifies that the bridge, cattle guard or culvert is adequate for the proposed use.

(2) The approving officer shall not approve a plan referred to in subsection (1) unless the plan has been endorsed with the consent of a regional engineering officer of the ministry of the minister responsible for the administration of those portions of the *Forest Act* for which the Minister of Finance is not responsible in the following form:

Vanessa L. Reakes*

<image001.jpg>

Suite 700, Two Bentall Centre, 555 Burrard Street
Vancouver, British Columbia, V7X 1M8 Canada
Phone: 604.408.2044 Fax: 604.684.7094
E-mail: vlr@shk.ca web: www.shk.ca

* denotes Law Corporation

From: Silbernagel, Tim TRAN:EX [<mailto:Tim.Silbernagel@gov.bc.ca>]

Sent: Wednesday, September 30, 2015 11:43 AM

To: Vanessa Reakes

Subject: RE: Toquaht Wilderness Resort Ltd. V. Thor Consult Ltd. [SHK-LAW.FID160081]

Good morning Vanessa. I read "Section 15 of the Land Title Act – Instruments" and it has nothing to do with access (see below).

Anyway, regarding road upgrade standards, the Provincial Approving Officer dictates site specific requirements for each project. Typically a two lane all weather road with an appropriate drainage system. Sometimes paved, sometimes gravel. Top running surface width varies and usually we require a 0.5 meter gravel shoulder. Depending on the location and the scope of the project these standards can vary greatly. Hope this helps.

Part 15 – Instruments

Registration of instruments

238 (1) An instrument must not be registered unless,

(a) in the case of a transfer of a freehold estate or a mortgage, the instrument complies with and has been completed, executed and witnessed in accordance with this Act and the regulations,

(b) in the case of a general instrument to which Division 6 of Part 14 applies, it complies with and has been completed, executed and witnessed in accordance with this Act and the regulations, or

(c) in the case of any other instrument, its form complies with and the instrument has been completed, executed and witnessed in accordance with this Act and the regulations.

(2) Subsection (1) (a) and (c) does not apply to an instrument that was executed before the coming into force of this Act, and the failure to comply with subsection (1) (a) and (c) does not, of itself, invalidate the registration of the instrument after the coming into force of this Act.

(3) Subsection (1) (b) does not apply to a general instrument that was executed before the coming into force of sections 232 to 237 and the failure to comply with subsection (1) (b) does not, of itself, invalidate the registration of the general instrument after the coming into force of sections 232 to 237.

(4) Despite subsection (1), the registrar may authorize the registration of an instrument that does not meet the requirements of that subsection if the registrar considers that it would be proper to do so.

Floating charges on land

239 (1) An instrument that contains a floating charge on land must not be registered unless

(a) it is attached as a schedule to an approved form of mortgage where, in addition to the floating charge, the instrument also creates a mortgage of specific land, or

(b) [Not in force. Repealed 2006-33-1.]

(2) In the circumstances described in subsection (1) (a), the parties must, in the manner approved by the director, indicate that the mortgage contains a floating charge.

Suspension and alteration

240 The director may

(a) and (b) [Repealed 2004-66-113.]

(c) prohibit the use of any type of seal on an instrument to be registered, deposited or filed under this Act, if the director considers that the impression of the seal is not capable of being scanned or stored electronically or of being microfilmed.

Tim Silbernagel
Development Approvals Technician
Ministry of Transportation and Infrastructure
Vancouver Island District Office
3rd Floor - 2100 Labieux Road, Nanaimo V9T 6E9
(250) 751-3253 / cell (250) 713-4316
fax (250) 751-3289

From: Vanessa Reakes [mailto:vlr@shk.ca]
Sent: Tuesday, September 29, 2015 5:32 PM
To: Silbernagel, Tim TRAN:EX
Cc: Sherry Spong
Subject: RE: Toquaht Wilderness Resort Ltd. V. Thor Consult Ltd. [SHK-LAW.FID160081]

Thanks for your reply Tim.

I'm trying to understand what upgrade specifications the Ministry of Transportation required for road access. Are the standards as set out by section 15 of the Land Title Regulation? If not, is there a certain width or materials requirement?

Vanessa L. Reakes*
SHK | Shapiro Hankinson & Knutson
LAW CORPORATION
Suite 700, Two Bentall Centre, 555 Burrard Street
Vancouver, British Columbia, V7X 1M8 Canada

From: Silbernagel, Tim TRAN:EX [<mailto:Tim.Silbernagel@gov.bc.ca>]
Sent: Tuesday, September 29, 2015 9:45 AM
To: Vanessa Reakes
Subject: RE: Toquaht Wilderness Resort Ltd. V. Thor Consult Ltd. [SHK-LAW.FID160081]

Good morning Vanessa. Typically the Provincial Approving Officer would require a developer to upgrade a Forest Service Road to a Ministry of Transportation and Infrastructure public road standard as a condition of subdivision approval. Proposing a building strata would not waive the requirement for public access. However an alternate form of public access may be proposed by the developer such as "Access By Water Only" which usually requires the construction of a permanent all season dock.

Tim Silbernagel
Development Approvals Technician
Ministry of Transportation and Infrastructure
Vancouver Island District Office
3rd Floor - 2100 Labieux Road, Nanaimo V9T 6E9
(250) 751-3253 / cell (250) 713-4316
fax (250) 751-3289

From: Vanessa Reakes [<mailto:vir@shk.ca>]
Sent: Wednesday, September 23, 2015 8:39 AM
To: Silbernagel, Tim TRAN:EX
Cc: Sherry Spong
Subject: Toquaht Wilderness Resort Ltd. V. Thor Consult Ltd. [SHK-LAW.FID160081]

Tim;

I am hoping you can provide me with some clarity on an issue:

I have always understood that the Ministry required the developer to upgrade the Forest Serve Road as per section 15 of the Land Title Act Regulation if a subdivision of the land occurred. The developer is now alleging that the road upgrade would not have been required by the Ministry if the developer had elected to proceed by way of Building Strata as opposed to some other form of subdivision. Is this the case?

Vanessa L. Reakes*

<image003.jpg>
Suite 700, Two Bentall Centre, 555 Burrard Street
Vancouver, British Columbia, V7X 1M8 Canada
Phone: 604.408.2044 Fax: 604.684.7094
E-mail: vir@shk.ca web: www.shk.ca
* denotes Law Corporation

Silbernagel, Tim TRAN:EX

From: Silbernagel, Tim TRAN:EX
Sent: Monday, November 2, 2015 2:10 PM
To: 'Vanessa Reakes'
Subject: RE: Toquaht Wilderness Resort Ltd. V. Thor Consult Ltd. [SHK-LAW.FID160081]

Good afternoon Vanessa. We are reviewing this matter with legal counsel at Legal Services Branch and either myself or legal counsel will respond to your email in due course.

Tim Silbernagel
Development Approvals Technician
Ministry of Transportation and Infrastructure
Vancouver Island District Office
3rd Floor - 2100 Labieux Road, Nanaimo V9T 6E9
(250) 751-3253 / cell (250) 713-4316
fax (250) 751-3289

From: Vanessa Reakes [mailto:vlr@shk.ca]
Sent: Tuesday, October 13, 2015 9:16 PM
To: Silbernagel, Tim TRAN:EX
Cc: Sherry Spong
Subject: Re: Toquaht Wilderness Resort Ltd. V. Thor Consult Ltd. [SHK-LAW.FID160081]

Thanks Tim.

I appreciate there has been quite a bit of back and forth on this issue. The lawsuit brought by Toquaht Wilderness Resort Ltd. (the "Developer") is proceeding to trial on February 29, 2016 and I want to make sure I have your evidence correct. The below questions apply to District Lot 1518 prior to subdivision of the lands into 4 lots, which I believe occurred in July 2015.

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As mentioned below, the Developer is of the view that the Ministry Of Transportation did not require the section 15 road upgrades in the case the a building strata model was utilized for subdivision. Based on your below emails, it appears that you disagree with the Developer's view.

Your clarification of these points is much appreciated. Please feel free to contact me if you have any questions.

Vanessa Reakes

Page 009 to/à Page 013

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DUPLICATE_____

From: Vanessa Reakes <vlr@shk.ca>
Sent: Tuesday, October 13, 2015 9:16 PM
To: Silbernagel, Tim TRAN:EX
Cc: Sherry Spong
Subject: Re: Toquaht Wilderness Resort Ltd. V. Thor Consult Ltd. [SHK-LAW.FID160081]
Attachments: image002.jpg

Discussed with Tanelle Oct. 28, 2015
ERWIN 1:02pm

Thanks Tim.

I appreciate there has been quite a bit of back and forth on this issue. The lawsuit brought by Toquaht Wilderness Resort Ltd. (the "Developer") is proceeding to trial on February 29, 2016 and I want to make sure I have your evidence correct. The below questions apply to District Lot 1518 prior to subdivision of the lands into 4 lots, which I believe occurred in July 2015.

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Your clarification of these points is much appreciated. Please feel free to contact me if you have any questions.

Vanessa Reakes

Sent from my iPhone

On Oct 8, 2015, at 2:11 PM, Silbernagel, Tim TRAN:EX <Tim.Silbernagel@gov.bc.ca> wrote:

Good afternoon Vanessa. Sorry for the confusion. Trying to juggle too many cats at once....

Yes, a developer is required to provide public access to a proposed development as a condition of subdivision approval. The developer will propose a public access to the PAO. If access by Forest Service Road is proposed then yes Section 15 the Land Title Regulations is applicable.

Tim Silbernagel
Development Approvals Technician
Ministry of Transportation and Infrastructure
Vancouver Island District Office

Page 015 to/à Page 019

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DUPLICATE_____

Silbernagel, Tim TRAN:EX

From: Sherry Spong <slb@shk.ca>
Sent: Thursday, February 5, 2015 2:06 PM
To: Silbernagel, Tim TRAN:EX
Subject: FW: Toquaht Wilderness Resort Ltd. v. Thor Consult Ltd. - Trial: March 2 - 13, 2015
Attachments: Subpoena to Witness.PDF

Dear Mr. Silbernagel:

Further to my email of January 8, 2015, I write to advise that the trial scheduled to commence on March 2, 2015 has been adjourned. Once the trial has been rescheduled, we will provide you with the new date.

In the meantime, if you have any questions or concerns, please feel free to contact us.

Sherry Spong
Assistant to Vanessa L. Reakes
SHK | Shapiro Hankinson & Knutson
LAW CORPORATION
Suite 700, Two Bentall Centre, 555 Burrard Street
Vancouver, British Columbia, V7X 1M8 Canada
Phone: 604.684.0727 Fax: 604.684.7094
E-mail: sls@shk.ca web: www.shk.ca

From: Sherry Spong
Sent: Wednesday, January 14, 2015 8:55 AM
To: 'tim.silbernagel@gove.bc.ca'
Cc: Vanessa Reakes
Subject: Toquaht Wilderness Resort Ltd. v. Thor Consult Ltd. - Trial: March 2 - 13, 2015

Dear Mr. Silbernagel:

Further to your telephone conference with Ms. Reakes on January 12, 2015, I attach a Subpoena to Witness. You will note upon review of the Subpoena, that the dates you are required to attend to testify are March 9 to 13, 2015 to accommodate you instead of March 2 to 13 (the duration of the trial). Ms. Reakes will be in touch with you closer to the above dates to discuss which date and time your attendance will be required to testify at the trial.

In the meantime, if you have any questions or concerns, please feel free to contact us.

Sherry Spong
Assistant to Vanessa L. Reakes
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LAW CORPORATION
Suite 700, Two Bentall Centre, 555 Burrard Street
Vancouver, British Columbia, V7X 1M8 Canada
Phone: 604.684.0727 Fax: 604.684.7094
E-mail: sls@shk.ca web: www.shk.ca

Silbernagel, Tim TRAN:EX

From: Mike Irg <mirg@acrd.bc.ca>
Sent: Thursday, February 5, 2015 1:38 PM
To: Vanessa Reakes
Cc: Sherry Spong; Silbernagel, Tim TRAN:EX
Subject: RE: Toquaht Resort [SHK-LAW.FID160081]

Hi Vanessa,

The ACRD subdivision referral report dated May 3, 2012 stated:

"the subdivision application planning staff has received shows that the development is water access only. Having a greater density than one single family dwelling per lot with water access only will have implications that ACRD staff cannot fully fathom or foresee at this point. While ACRD staff feels that the subdivision application – as submitted – is reasonable, staff also feels that more discussion between the applicant and the MoTI is required disclosing full future development intentions."

The authority for the decision as to any approval and required conditions of the subdivision and any conditions and/or restrictive covenants is with the provincial approving officer.

The Approving Officer then made the decision as stated in condition 7 of the Preliminary Layout Approval as follows:

Provision of a suitably worded covenant, pursuant to section 219 of the Land Title Act, that limits development of proposed lots 1, 2, and 3 to one single family residence until such time as public road access is provided. Covenant to be in favour of Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Transportation and Infrastructure and the Alberni Clayoquot Regional District.

The ACRD has no record nor do I recall ever having required this Restrictive Covenant, there are no documents which indicated that I did and I know I would not have done so as the ACRD has no authority to require a restrictive covenant. The authority for subdivision approval in this area is with the Provincial Approving Officer within the Ministry Transportation and Infrastructure.

Regards,

Mike Irg, MCIP, RPP
Manager of Planning and Development
Alberni-Clayoquot Regional District
Port Alberni, BC V9Y 2E3
(250) 720-2710
Email mirg@acrd.bc.ca



ALBERNI-CLAYOQUOT
REGIONAL DISTRICT

This e-mail is confidential and may be privileged. Any use of this e-mail by an unintended recipient is prohibited. If you receive this e-mail in error please notify me immediately and delete it.

From: Vanessa Reakes [mailto:vlr@shk.ca]
Sent: Thursday, January 29, 2015 7:09 AM
To: Mike Irg
Cc: Sherry Spong
Subject: FW: Toquaht Resort [SHK-LAW.FID160081]

Good Morning Mike.

Please see my exchange of correspondence with Mr. Silbernagel below in respect of the enclosed covenant. I may have misunderstood you during our telephone discussion but I had thought that the covenant was a requirement of MOTI and not the Regional District. Could you help me understand why the covenant was required from the Regional District's perspective, if at all?

Thanks in advance.
Vanessa

Vanessa L. Reakes

SHK | Shapiro Hankinson & Knutson
LAW CORPORATION

Suite 700, Two Bentall Centre, 555 Burrard Street
Vancouver, British Columbia, V7X 1M8 Canada
Phone: 604.408.2044 Fax: 604.684.7084
E-mail: vlr@shk.ca web: www.shk.ca

From: Silbernagel, Tim TRAN:EX [mailto:Tim.Silbernagel@gov.bc.ca]
Sent: Wednesday, January 28, 2015 2:07 PM
To: Vanessa Reakes
Subject: RE: Toquaht Resort [SHK-LAW.FID160081]

Good afternoon Vanessa. That covenant is in favour of the Alberni-Clayoquot Regional District who required it as a condition of subdivision. The Provincial Approving Officer supported that request and made it a condition of subdivision in the Preliminary Layout Approval (PLA) document issued July 30, 2012.

Tim Silbernagel
Development Approvals Technician
Ministry of Transportation and Infrastructure
Vancouver Island District Office
3rd Floor - 2100 Labieux Road, Nanaimo V9T 6E9
(250) 751-3253 / cell (250) 713-4316
fax (250) 751-3289

From: Vanessa Reakes [mailto:vlr@shk.ca]
Sent: Tuesday, January 27, 2015 3:33 PM
To: Silbernagel, Tim TRAN:EX
Cc: Sherry Spong
Subject: Toquaht Resort [SHK-LAW.FID160081]

Hi Tim.

Further to our recent discussions, I am advised by the developer that the MOTI required it to sign the enclosed covenant restricting the number of units that could be constructed on Lots 1-3. During our telephone discussion, I had

understood that you were not aware of the reasons behind the enclosed covenant. Could you please confirm whether the enclosed was required by MOTI, and if so, why.

Thanks in advance.

Vanessa L. Reakes



Shapiro Hankinson & Knutson
LAW CORPORATION

Suite 700, Two Bentall Centre, 555 Burrard Street
Vancouver, British Columbia, V7X 1M8 Canada
Phone: 604.408.2044 Fax: 604.684.7094
E-mail: vlr@shk.ca web: www.shk.ca

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Silbernagel, Tim TRAN:EX

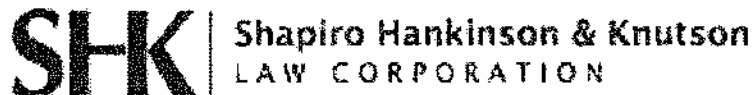
From: Vanessa Reakes <vlr@shk.ca>
Sent: Thursday, January 8, 2015 11:31 AM
To: Silbernagel, Tim TRAN:EX
Cc: Sherry Spong
Subject: Toquaht Wilderness Resort [SHK-LAW.FID160081]

Mr. Silbernagel:

You may recall discussing the Toquaht Wilderness Resort project with my associate Matt Stainsby a few months ago. The matter is now set for trial commencing March 2, 2015 and you will be called to give evidence. I would like to arrange a time that you and I could discuss this project in advance of you giving evidence. I would also like to arrange for service of a subpoena which will provide you with information as to location and the time your evidence will be heard in court. Would you kindly advise of the address to send the subpoena, alternatively and with your consent, I will simply have it sent via email.

I look forward to hearing from you.

Vanessa L. Reakes



Suite 700, Two Bentall Centre, 555 Burrard Street
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E-mail: vlr@shk.ca web: www.shk.ca

Silbernagel, Tim TRAN:EX

From: Sherry Spong <slb@shk.ca>
Sent: Wednesday, January 14, 2015 9:57 AM
To: Silbernagel, Tim TRAN:EX
Subject: FW: Toquaht Wilderness Resort Ltd. v. Thor Consult Ltd. - Trial: March 2 - 13, 2015
Attachments: Subpoena to Witness.PDF

Sorry, I inputted your email address incorrectly.

From: Sherry Spong
Sent: Wednesday, January 14, 2015 8:55 AM
To: 'tim.silbernagel@gove.bc.ca'
Cc: Vanessa Reakes
Subject: Toquaht Wilderness Resort Ltd. v. Thor Consult Ltd. - Trial: March 2 - 13, 2015

Dear Mr. Silbernagel:

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fax (250) 751-3289

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Cc: Sherry Spong
Subject: Toquaht Resort [SHK-LAW.FID160081]

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Thanks in advance.

Vanessa L. Reakes

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Vancouver, British Columbia, V7X 1M8 Canada
Phone: 604.408.2044 Fax: 604.684.7094
E-mail: vlr@shk.ca web: www.shk.ca



Your File #: C915
eDAS File #: 2012-01017
Date: May/06/2015

Toquaht Wilderness Resort Ltd.;
c/o Dave Bazett
2080 Cliffe Avenue
Courtenay, BC V9N 2L3

Attention: Dave Bazett

**Re: Proposed Conventional Subdivision Application for
District Lot 1518, Clayoquot District
(45 km West from Port Alberni, Access by Water Only)**

Thank you for your submissions for final subdivision approval received May 5, 2015. Our Provincial Approving Officer has reviewed the final subdivision plans and we are returning them for you to proceed with registration. Please ensure that the plans are deposited in the Land Title Office within 60 days of approval to avoid any re-approval fees.

Enclosed please find the following plans and documents returned approved:

- 1 Signed Application to deposit Plan at LTO
- 2 Covenant Documents(s)
- 1 Signed Priority Agreement

If you have any questions please feel free to call Tim Silbernagel at (250) 751-3253.

Yours truly,

Tim Silbernagel
District Development Technician

Enclosures (4)

CC: ACRD, Attn: Alex Dyer

Local District Address
Vancouver Island District Third Flr 2100 Labieux Road Nanaimo, BC V9T 6E9 Canada Phone: (250) 751-3246 Fax: (250) 751-3289

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s.3

Page 022 to/à Page 049

Withheld pursuant to/removed as

s.3



**PROPOSED SUBDIVISION
PRELIMINARY LAYOUT
APPROVAL**

Your File #: C915
eDAS File #: 2012-01017
Date: Jul/30/2012

Toquaht Wilderness Resort Ltd.;
c/o
Dave Bazett
2080 Cliffe Avenue
Courtenay, BC V9N 2L3
Canada

Attention: Dave Bazett

**Re: Proposed Subdivision of
District Lot 1518, Clayoquot District
45 km West from Port Alberni, Access by Water Only**

Your proposal for a 4 lot Conventional subdivision has received preliminary layout approval, subject to the following condition(s):

- ✓ 1. Applicant to submit current State of Title and FIN55 Tax Certificates upon submission of final plans.
- ✓ 2. Written confirmation from the Alberni-Clayoquot Regional District advising that all applicable bylaws and regulations have been complied with and required development permits issued, prior to final approval.
- ✓ 3. Compliance with B.C. Reg 334/79 for access by water, with the appropriate notation on the final plan.
- Temp Port ✓ 4. Provision of an acceptable year round all weather landing and docking facility that supports the full development. Applicant to demonstrate the location of a suitable long term parking and boat launching facility that adequately serves the development.
- ✓ 5. Applicant to provide proof that the soils on Lot 4 are capable of supporting the proposed 13 unit development, to the satisfaction of the Provincial Approving Officer and the Alberni Clayoquot Regional District.
- ✓ 6. Applicant to provide proof of an adequate supply of potable water to support a single family residence on each of proposed Lots 1, 2 & 3 and for the proposed 13 unit development on proposed Lot 4, to the satisfaction of the

Local District Address
Vancouver Island District
Third Fir
2100 Labieux Road
Nanaimo, BC V9T 6E9
Canada
Phone: (250) 751-3246 Fax: (250) 751-3289

Provincial Approving Officer. Quality is also to be confirmed.

7. Provision of a suitably worded covenant, pursuant to section 219 of the Land Title Act, that limits development of proposed Lots 1, 2 and 3 to one single family residence until such time as public road access is provided. Covenant to be in favour of Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Transportation & Infrastructure and the Alberni Clayoquot Regional District.
8. Provision of a suitably worded flood covenant, pursuant to section 219 of the Land Title Act that prohibits construction of any habitable dwelling within 30m or below 3m above the natural boundary of Toquaht Bay. Covenant to be in favour of Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Transportation & Infrastructure and the Alberni Clayoquot Regional District.
9. Provision of access to water and to lands beyond, pursuant to Section 75 (1)(c) & (a) of the Land Title Act, to the satisfaction of the Provincial Approving Officer.

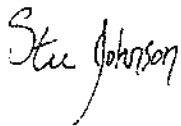
The approval granted is only for the general layout of the subdivision and is valid for one year from the date of this letter. However, if at any time there is a change in legislation or regulations this preliminary layout approval is subject to review and may be cancelled.

Submission of Final Plans (Mylar and 5 prints) to be accompanied by a current Tax Certificate (FIN 55), together with a plan examination fee of \$50.00 plus \$100.00 per lot created by the plan (for a Total of \$450.00). If paying by cheque, make payable to the Minister of Finance.

If you have any questions please feel free to call Stu Johnson at (250) 751-3270.

Please quote file number 2012-01017 when contacting this office.

Yours truly,



Stu Johnson
District Development Technician

cc:
ACRD SC12001/PL20120012

Page 064 to/à Page 066
Withheld pursuant to/removed as
s.3



3060 Lake Road, Denman Island, BC V0R 1T0
Tel : (250) 335-1864 Fax: (250) 335-1846
Email: h2oenv@telus.net

August 19, 2013

H₂O File: 13-48

Ministry of Transportation and Infrastructure
3rd Floor, 2100 Labieux Road
Nanaimo, BC V9T 6E9

Attn: Mr. Stu Johnson

**Re: Soil Evaluation for Building Strata
Proposed Lot 4, DL 1518, Clayoquot District
MOTI File: 2012 -01017**

Introduction

Toquaht Wilderness Resort (TWR) retained H₂O Environmental Ltd. (H₂O) to conduct a soil investigation on four proposed lots in District Lot 1518, Clayoquot District in 2012. Proposed Lot 4 was included in the initial investigation.

H₂O recognizes that Ministry of Transportation and Infrastructure (MOTI) has requested this letter in the Preliminary Layout Approval (PLA) dated July 30, 2012 to provide proof that the soils on Lot 4 are capable of supporting the proposed 13 unit development.

H₂O understands that the 13 units are seasonal cabins of 1 to 2 bedrooms. Assuming all cabins are 2 bedroom, the effluent flows for the development would be approximately 15,000 litres per day. The wastewater system will be designed to handle the design flows but H₂O realizes that all cabins will seldom be occupied at the same time. Additionally, water usage will be minimal due to the recreational nature of the site. The filing of the design for the wastewater system for the cabins will fall under the authority of Vancouver Island Health Authority (VIHA).

Site Characterization

Soil characterization from all four lots has been included to give a clearer representation of the soils in the area.

Twelve testpits were inspected and logged by H₂O on February 6, 2012. Testpit logs are attached. Not all excavated testpits were logged due to the similarity of soils encountered and the preferred area on each lot available for wastewater disposal.

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The soil profile throughout the four lots consisted of a layer of silty black topsoil/forest debris up to 20 cm thick with organics and numerous rootlets. This layer was underlain by loose red sandy silt that occasionally contained trace gravel. This sandy silt layer was generally moist with standing water observed in four testpits at a minimum of 70 cm below grade. The silt generally extended through to the bottom of the testpits. Root growth varied from 30 cm to 80 cm below grade.

No bedrock was encountered in any testpit. Figure 1 presents the testpit locations.

Permeameter tests were completed in undisturbed soil within two metres of all testpits. The average saturated hydraulic conductivity of the soils obtained from the permeability tests was on the order of 29 cm/day. The traditional "percolation time" cannot be directly converted from the hydraulic conductivity value of the soil. However, rough estimates can be determined from soil types and hydraulic conductivity values. The percolation times of the soils in the proposed development area range from 10 to 15 minutes/inch. These values are in accordance with published values of permeability for this soil type.

Discussion

Based on hand texturing and permeability results, the onsite soils are categorized as loam to silt loam. All excavated testpits exhibit more than the VIHA suggested minimum mineral soil depth for subdivision. Hydraulic conductivities of the soils in both areas fall within the parameters observed by VIHA for soils to be used for wastewater disposal purposes.

There is ample area on all the lots for adequate separation of drilled wells and wastewater systems and primary and secondary disposal field areas.

No lot was observed that required covenanted areas for wastewater disposal fields due to high groundwater table conditions or steep slopes.

A Type 1 wastewater system is only septic tank treated effluent with total suspended solids (TSS) and five day biochemical demand (BOD₅) on the order of 150-300 parts per million (ppm) and 150-250 ppm, respectively. BOD₅ is a measure of the oxygen use of the microbes within the effluent. Typically, fecal coliform concentrations from a septic tank range from 10³ to 10⁴ colony forming units (CFU) per 100 millilitres.

Type 2 effluent reduces the effluent concentrations of TSS and BOD₅ to less than 45 ppm. Type 3 effluent standards call for reduction of the fecal coliforms to less than 400 CFU per 100 milliliters. These bacterial standards are generally achieved with tertiary treatment, i.e. – a UV light. Each higher level of treatment allows a significant reduction in the size of the disposal field.

Based on the plans for development to dispose of the effluent from 13 seasonal units, H₂O has recommended a system with treatment to Type 2 effluent standards for the site wastewater. A series of Ecoflow passive peat-based treatment units have been offered as the treatment option due to the high quality effluent these units are able to achieve, in conjunction with the minimal power consumption of the treatment.


Summary

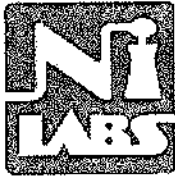
It is H₂O's professional opinion that, with a properly designed, installed and maintained communal Type 2 wastewater system, the soils on Lot 4 are capable of supporting the proposed 13 seasonal units.

Closure

H₂O is pleased to provide you with this soil report. We are available to discuss this matter further and to furnish services whatever your decision is concerning the solution to wastewater disposal at the site. Please call with any questions you may have regarding this report.

Sincerely,
H₂O Environmental Ltd.

Per: 
Steven M. Carballeira, P. Geo.



North Island Laboratories

• 2755 E Moray Avenue, Courtenay, B.C. V9N 8M9 Tel: (250) 338-7786 Fax: (250) 338-7553

Certificate of Analysis

Report To: Toquaht Wilderness Resort
Dave Bazett
399 Club House Dr
Courtenay, BC

Lab Number: 111800
Date Reported: 7 Jul 14
Date Completed: 7 Jul 14
Date Received: 4 Jul 14 15:06

111800-01 Lot 1518

well

well head

Sampled By: Pat McKay

Sampling Date: 4 Jul 14 10:00

Test	Result	Units	Drinking Water Guideline
Total Coliforms (DES)	2.0	MPN/100mL	<1
E. coli (DES)	<1.0	MPN/100mL	<1

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AO = Aesthetic Objective; MAC = Max. Allowable Concentration; IMAC = Interim MAC

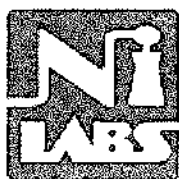
> = Greater than; < = Less than

Results relate only to samples as submitted. This certificate must not be reproduced, except in its entirety, without written consent from the laboratory.

Canadian Drinking Water Guidelines as listed on Dec. 5th, 2005 and are subject to change. Method uncertainties for specified analyses are available upon request.

7/7/2014 14:29

Page 1 of 2



North Island Laboratories

• 2755 B Moray Avenue, Courtenay, B.C. V9N 8M9 Tel: (250) 338-7786 Fax: (250) 338-7553

111800-01

This water sample, at the time it was taken, does not meet the Canadian Drinking Water Guidelines for one or more of the parameters tested. Please refer to your results.

This analysis is not to be interpreted as a Water Potability Certificate as this is beyond the authority of North Island Laboratories Ltd.

For further information regarding sampling, lab results and well disinfection, please check our web site:

<http://www.nilabs.com>. For information on wells and ground water see: www.wellwaterprotection.bc.ca

We suggest the following Health Canada website for further information regarding the latest drinking water quality guidelines to help you assess your results:

<http://www.hc-sc.gc.ca/ewh-semt/water-eau/drink-potab/guide/index-eng.php>

Total Coliform: The Total Coliform group (of micro-organisms) includes: The fecal coliform (E.coli), which are common to the intestinal tract of both man and animals, and the non-fecal coliforms that are naturally present in soils and on vegetation. The precise sanitary significance of the Total Coliform test may be difficult to establish. The test is offered as an indicator of bacterial contamination.

E.coli: E.coli has been shown to be an indicator of the potential presence of enteric pathogens in water. The maximum acceptable concentration (MAC) of E. coli in drinking water is <1 per 100 mL. Any untreated supply that contains E.coli should receive disinfection.

Test	Method	Analyst	Date
E. coli (DES)	Enzyme Substrate, APHA 9223 B -modified	NIsL	7/4/2014
Total Coliforms (DES)	Enzyme Substrate, APHA 9223 B -modified	NIsL	7/4/2014

Approved By:

Catherine Black, Owner/Operator

AO = Aesthetic Objective; MAC = Max. Allowable Concentration; IMAC = Interim MAC

> = Greater than; < = Less than

Results relate only to samples as submitted. This certificate must not be reproduced, except in its entirety, without written consent from the laboratory.

Canadian Drinking Water Guidelines as listed on Dec. 5th, 2005 and are subject to change. Method uncertainties for specified analyses are available upon request.

7/7/2014 14:29

Page 2 of 2

Silbernagel, Tim TRAN:EX

From: Dave Bazett <dbazett@bazett.com>
Sent: Thursday, July 10, 2014 3:48 PM
To: Silbernagel, Tim TRAN:EX
Subject: Re: Your File 2012-01017
Attachments: 100_2058.JPG; 201407071429.pdf

Hi Tim,

My client dug a new well 10' x 12' on Lot 4 (photo attached) which filled to the 4 foot mark in about 6 hours indicating a flow of about 8 gpm. A sample was taken and checked for coliform (test results attached). As it is a fresh well without rings the turbidity levels and total coliform obviously are high but I am hoping this will be sufficient to show that there is water available. Is this sufficient for proof of water? If not what additional information will you need?

Regards,

Dave

Bazett Land Surveying Inc.
2080 Cliffe Avenue
Courtenay, B.C. V9N 2L3

Ph. (250)334-3248
Cell 5.22

On 12/05/2014 4:26 PM, Silbernagel, Tim TRAN:EX wrote:

> Hi Dave. I met with PAO, Kirsten Fagervik recently regarding this file. It is unclear from your submission if the dock was constructed (PLA item 4). Also Kirtsen had reservations about accepting the H2O report as proof of potable water (PLA item 6). The summary states "should be capable of producing adequate potable water" and the report refers to a well about one kilometer away. Kirsten would like to see something more conclusive. Perhaps give her a call to discuss options. 751-3278

>

> Tim Silbernagel
> Development Approvals Technician
> Ministry of Transportation and Infrastructure Vancouver Island
> District Office 3rd Floor - 2100 Labieux Road, Nanaimo V9T 6E9
> (250) 751-3253 / cell (250) 713-4316
> fax (250) 751-3289

>

> -----Original Message-----

> From: Dave Bazett [mailto:dbazett@bazett.com]
> Sent: Thursday, May 8, 2014 10:25 AM
> To: Wagner, Jordan TRAN:EX
> Cc: Silbernagel, Tim TRAN:EX
> Subject: Re: Your File 2012-01017

>

> Thanks, Jordan.

>

> Bazett Land Surveying Inc.

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ENT'D

> 2080 Cliffe Avenue
 > Courtenay, B.C. V9N 2L3
 >
 > Ph. (250)334-3248
 > Cell 5.22
 >
 > On 08/05/2014 10:15 AM, Wagner, Jordan TRAN:EX wrote:
 >> Hi Dave,
 >>
 >> Tim Silbernagel is currently looking after this area and file. I did see that he has received the hard copies. I have cc'd him in this e-mail (and will forward on the attachments). He will advise if he needs anything further.
 >>
 >> Thanks and regards,
 >>
 >> Jordan Wagner
 >> District Development Technician
 >> Ministry of Transportation and Infrastructure 3rd Floor - 2100
 >> Labieux Road Nanaimo, B.C. V9T 6E9 Phone 250-751-7090 Fax
 >> 250-751-3289
 >>
 >> -----Original Message-----
 >> From: Dave Bazett [<mailto:dbazett@bazett.com>]
 >> Sent: Thursday, May 8, 2014 10:07 AM
 >> To: Wagner, Jordan TRAN:EX
 >> Subject: Your File 2012-01017
 >>
 >> Hi Jordan,
 >>
 >> I recently sent you the hard copies for final approval of the above noted file and have attached digital copies of the plan and documents to this email. I trust this is sufficient for you to process our application for final approval of this plan. Please let me know if there is any further information you require and what the expected time frame might be for completion.
 >>
 >> Regards,
 >>
 >> Dave Bazett CLS, BCLS
 >>



3060 Lake Road, Denman Island, BC V0R 1T0
Tel: (250) 335-1864 Fax: (250) 335-1846
Email: h2oenv@telus.net

August 19, 2013

H₂O File: 13-48

Ministry of Transportation and Infrastructure
3rd Floor, 2100 Labieux Road
Nanaimo, BC V9T 6E9

Attn: Mr. Stu Johnson

**Re: Water Supply Evaluation for Building Strata
Proposed Lots 1, 2, 3 and 4, DL 1518, Clayoquot District
MOTI File: 2012 -01017**

Introduction

Toquaht Wilderness Resort (TWR) retained H₂O Environmental Ltd. (H₂O) to comment on the availability of water for the proposed subdivision referenced above.

H₂O understands that Ministry of Transportation and Infrastructure (MOTI) has requested this letter in the Preliminary Layout Approval (PLA) dated July 30, 2012 to provide proof of an adequate water supply to support a single family residence on each of proposed Lots 1, 2 and 3 and for 13 unit development on proposed Lot 4.

Water use for a single family seasonal residence has been projected by H₂O at the same estimated volume as wastewater effluent requirements. There is water access only at the site and no significant landscaping that would require additional water use is proposed or expected.

The SPM¹ rates seasonal cabins at 568 litres per day per bedroom. Assuming all cabins are 2 bedrooms, the effluent flows for Lot 4 development would be approximately 14760 litres per day. Houses on the remaining three lots would be rated at 3 bedrooms each and would require 1700 litres/day each.

This letter addresses various methods for obtaining an adequate supply of water for the cabins.

¹ Sewerage System Standard Practice Manual

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Discussion of Available Water Supplies

Area Wells

In 2009, H₂O planned and analyzed a 72 hour pump test on a well approximately 1000 m to the east of the present site. The well was pumped at 164 litres/minute and had minimum drawdown in the casing. At that time, the well was rated as capable of producing approximately 400 litres/minute.

A sample of the water was also collected at the time of the pump test and all health related parameters were found to be within the Canadian Drinking Water Quality Guidelines.

This well is not expected to be used by the present development but is an indication of water availability and quality in the area.

Wells could be drilled on each of Lots 1, 2 and 3, but the costs may be prohibitive to drill individual wells for the cabin development.

Rainfall Catchment

Rainfall catchment is also a viable source of water supply for the site. The Ucluelet area of Vancouver Island receives approximately 3.3 metres of rain per year. The Climate Normals from Environment Canada indicate rainfall during the summer months as shown in Table 1. Based on small cabins having a 70 m² roof surface and larger 1 family houses having 100 m² area, Table 1 present volumes of water capable of being stored during the summer months only, with an adequate number of cisterns.

Table 1 – Rainfall Available for Storage during Summer Months

Month	Rainfall (mm)	Roof area Cabin (m ²)	Storage Available (m ³)	Roof Area House (m ²)	Storage Available (m ³)
June	138	70	9.6	100	13.8
July	77	70	5.3	100	7.7
August	94	70	6.5	100	9.4
September	133	70	9.3	100	13.3
Totals			30.7		35.2

With cisterns full at the beginning of the season, these volumes of rainfall would allow for sustainable water storage during the summer months of use and more than adequate volumes during the winter.

Desalination

Small desalination plants are readily available on the market. Units ranging from 500 to 10,000 litres per day powered by generator, solar or 12 / 24 volt battery systems are commonplace. The desalination units use reverse osmosis to remove salt from the water.

They in the price range of \$5,000 for a basic unit capable of producing 1400 litres per day to automated units at \$8,000 that require little or no experience to use. Some minor treatment may be needed to reach potable water standards, depending on the quality of the water from which the unit draws its supply. The desalination plants would also need a small pump to fill cisterns located at each cabin.

Summary

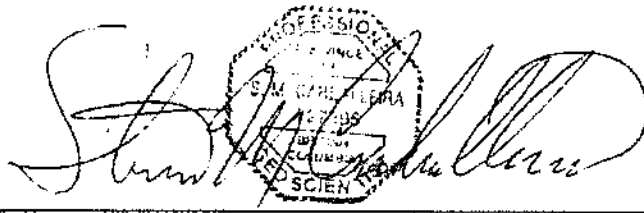
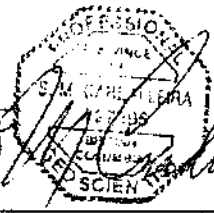
The options for water supply at the site include individual wells, dedicated cisterns for rainwater collection and cisterns fed by individual desalination plants. A combination of desalination and rainwater catchment may be the most efficient methodology. All of these approaches should be capable of producing adequate potable water during high use times at the development.

Closure

H₂O has prepared this report for Toquaht Wilderness Resort and the Ministry of Transportation and Infrastructure for the purpose of identifying potential water supplies for a subdivision. The findings of this report are based solely on data collected during this investigation and on the conditions of the site during the completion of the work. H₂O has relied in good faith on information provided by individuals and sources noted in the report. No other warranty, expressed or implied, is made.

Please call with any questions you may have regarding this report.

Sincerely,
H₂O Environmental Ltd.

Per:  
Steven M. Carballeira, P. Geo.



**TOQUAHT
NATION**

PO Box 759
Ucluelet, BC V0R 3A0
Phone: (250) 726-4230
Fax: (250) 726-4403

December 17, 2013

Province of British Columbia
Ministry of Transportation and Infrastructure
3rd Floor, Labicux Road
Nanaimo BC V9T 6E9

Attention: Mr. Stu Johnson
Cc: s.22
lisam@toquaht.ca

Mr. Johnson,

Re: Toquaht Wilderness Resort Ltd permission to park on Toquaht Nation Land

We are writing to you with respect to the Toquaht Wilderness Resort Ltd proposed subdivision of Lot 1518 Clayoquot District, and the subject of water access. As indicated in several letters to the Ministry of Forests, Lands, and Natural Resource Operations, most recent letter dated Sept 1, 2013, the Toquaht Nation is in support of the Toquaht Wilderness Resort Ltd proposed land subdivision requiring water access.

With respect to the subject of water access, the Toquaht Nation supports the construction of the dock facility on District Lot 1518, and is willing to provide acceptable long term, year round parking authority for, Toquaht Wilderness Resort owners, adjacent to our boat launching facility located on the west shore of Toquaht Bay. We trust that this letter satisfies your requirements and allows this proposed subdivision to proceed as requested by the owners and developers of District Lot 1518.

The Toquaht Nation is working co-operatively with Toquaht Wilderness Resort Ltd. on land and resource development projects of mutual interest within our traditional territory.

Should you require any additional information, please contact Lisa Morgan, Director of Lands, Public Works and Resources at 250-726-4230 ext 226.

Chief Anne Mack
Toquaht Nation

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TOQUAHT NATION
P.O. Box 759
Uchuelet, BC V0R 3A0
Phone 250-726-4230

April 30, 2012

Ministry of Transportation and Infrastructure
Vancouver Island District
2100 Labeux Road
Nanaimo, B. C. V9T 6E6

Attn: Bob Wylie
Provincial Approving Officer

Dear Mr. Wylie,

RE: Proposed 4 lot subdivision of DL 1518, Clayoquot District

Please be advised that at a recent Council meeting, the Toquaht Nation reviewed the subdivision application proposed by Toquaht Wilderness Resort Ltd. I can advise that we fully support the subdivision application as proposed.

The lands surrounding Toquaht Wilderness Resort Ltd. were recently transferred from the Province to the Toquaht Nation as part of the Maa-nulth Final Agreement. Accordingly, we believe that this proposed development will lead to similar opportunities for adjacent Toquaht Lands. The result will provide benefits to our community as well as to the rest of the Central West Coast of Vancouver Island.

We are committed to working cooperatively with Toquaht Wilderness Resort Ltd. to create jobs and economic opportunity in our traditional territory.

Yours truly,

Chief Anne Mack
Toquaht Nation

Cc: Grand Chief Bert Mack
Cc: Director of Lands and Resources, Toquaht Nation

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Wagner, Jordan TRAN:EX

From: Alex Dyer [adyer@acrd.bc.ca]
Sent: Friday, April 11, 2014 8:52 AM
To: Wagner, Jordan TRAN:EX
Cc: Dave Bazett; XT:Irg, Mike Alberni-Clayoquot Regional District EAO:IN
Subject: FW: Toquaht Wilderness Resort - 4 lot subdivision
Attachments: Plan EPP38537.pdf

Re: MoTI File 2012-01017 – ACRD File SC12001 – Toquaht Wilderness Resort S/D

Hi Jordan,

We have received final plans for the above-noted subdivision application (see attached Plan EPP38537 completed and checked on February 13, 2014). The final plan complies with all applicable ACRD bylaws and regulations.

Please note that the covenant requiring no building within 30m of Toquaht Bay will cover off the development permit requirements at this time. The applicants will require a development permit prior to any dock construction or alteration of land on the foreshore and prior to any future construction within 30m of the ocean. It is also my understanding that they are waiting for subdivision approval to build the all weather docking facility to service the full build out of the development. The applicant has indicated that they have approval in place for the dock and that there is a temporary dock in place now to handle the initial lots.

Thanks, please let me know if you have any questions.

Alex Dyer
Planner

Alberni-Clayoquot Regional District
3008 Fifth Avenue Port Alberni, BC V9Y 2E3
250-720-2708 (direct)
250-723-1327 (fax)
adyer@acrd.bc.ca

This e-mail is confidential and may be privileged. Any use of this e-mail by an unintended recipient is prohibited. If you receive this e-mail in error please notify me immediately and delete it.

----- Original Message -----

Subject: Toquaht Wilderness Resort - 4 lot subdivision
Date: Sat, 15 Mar 2014 14:19:49 -0700
From: Dave Bazett <dbazett@bazett.com>
To: Mike Irg <mirg@acrd.bc.ca>

Hi Mike,

We have completed the survey of 4 lots in D.L. 1518 and I have attached the following for your review:

- Final pdf copy of subdivision plan EPP38537
- MOTI letter of PLA (and extension) - note condition #2 requiring your

attention

- Restrictive covenant limiting density on Lots 1 - 3
- Restrictive covenant re: flooding
- Certificate of title DL 1518

As noted in item 2 of the MOTI preliminary layout approval letter I am writing to request a letter from you confirming all requirements have been met to allow the subdivision of DL 1518 into four 2ha lots. Please advise if anything further is required in order to meet your requirements.

Regards,

Dave Bazett CLS, BCLS

--

Bazett Land Surveying Inc.
2080 Cliffe Avenue
Courtenay, B.C. V9N 2L3

Ph. (250)334-3248
Cell s.22

Page 081

Withheld pursuant to/removed as

s.3

Page 068

Withheld pursuant to/removed as

s.3



LICENCE OF OCCUPATION

Licence No.:

File No.: 1414051

Disposition No.: 903909

THIS AGREEMENT is dated for reference November 1, 2013 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:

TOQUAHT WILDERNESS RESORT LTD.
399 Clubhouse Dr
Courtenay, BC V9N 9G3

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this licence of occupation:

"Commencement Date" means November 1, 2013:

"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:

"Hazardous Substances" means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

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- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

"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 Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled "Legal Description Schedule" except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

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

"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, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law 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 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or 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.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for residential moorage purposes, as set out in the Management Plan. 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. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

- 3.1 You will pay to us
- (a) for the first year of the Term, Fees of \$2,462.90, payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Fees either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.
- 3.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Fees payable by you under subsection 3.1(b) for the subsequent year of the Term and we will establish such Fees in accordance with our policies applicable to your use of the Land under this Agreement.
- 3.3 If we do not give notice to you under section 3.2, the Fees payable by you under subsection 3.1(b) for the year for which notice was not given will be the same as the Fees payable by you for the preceding year of the Term.

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 including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, 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 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 the Management Plan;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any

such riparian right of access; despite the foregoing, you will be deemed to not be in breach of this subsection so long as you are the owner of an upland property adjacent to the Land and your activities on the Land only interfere with riparian rights of access held by you; you acknowledge that if you cease to own the upland property you will remain responsible for complying with this subsection and we may terminate this Agreement in accordance with Article 8 if you fail to satisfy your obligations under this subsection;

- (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 deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;
- (k) use the Land as Common Property of Strata Plan Toquaht Wilderness Resort Ltd. (strata plan number not available);
- (l) provide without compensation temporary accommodation to any vessel that is disabled or that seeks shelter in weather conditions that would render it unseaworthy;
- (m) agree to develop the land in a diligent and workmanlike manner in accordance with the management plan held on file in this office;
- (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) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (p) 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 non-performance of a provision of this Agreement.
- (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
- (iii) 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

(q) 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 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land 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 condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), 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 who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;

- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

- 4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

ARTICLE 5 - LIMITATIONS

- 5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;

- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;
- (h) you will not moor or secure any boat or structure to the Improvements or on any part of the Land for use as a live-aboard facility, whether permanent or temporary;
- (i) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;
- (j) you will not use mechanized equipment other than a pile-driver during the construction, operation or maintenance of Improvements on the Land;
- (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(q)(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(q)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(q)(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 \$10,000.00 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 associated with 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, purchase and maintain 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 \$3,000,000.00 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 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 provide us with a report as to the environmental condition of the Land as provided in section 4.5.

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 against us 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 Nanaimo, British Columbia, and if we or our authorized representative have no office in Nanaimo, British Columbia, then our offices (or the offices of our authorized representative)

that are closest to Nanaimo, 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
Suite 142 - 2080 Labieux Road
Nanaimo, BC V9T 6J9;

to you

TOQUAHT WILDERNESS RESORT LTD.
399 Clubhouse Dr
Courtenay, BC V9N 9G3;

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 acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the

current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding:

- (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement:
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act:
- (e) 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
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 11.7 You agree with us that 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.
- 11.8 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

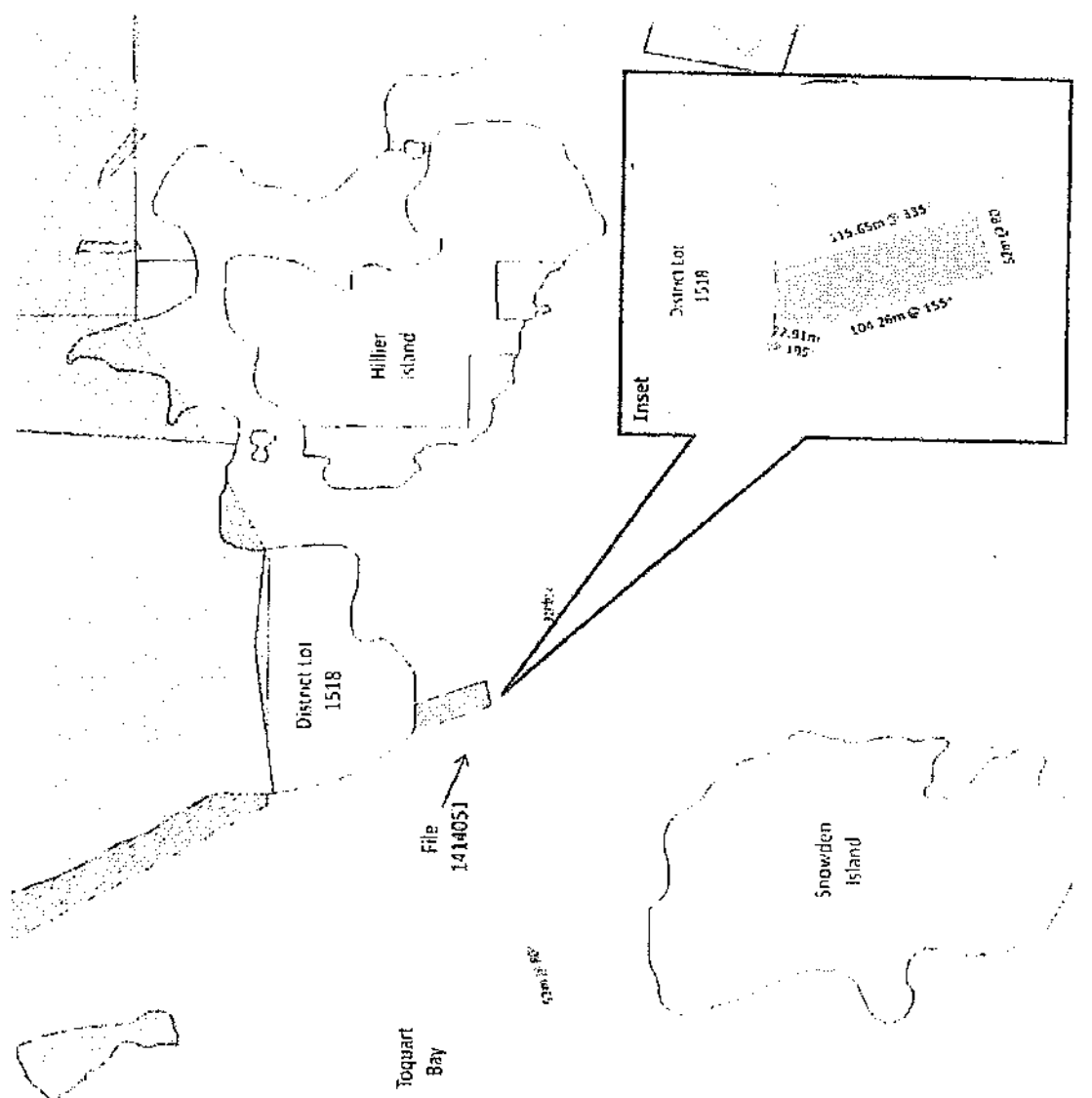
Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of **TOQUAHT WILDERNESS RESORT LTD.**
by a duly authorized signatory

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

Unsurveyed Crown foreshore or land covered by water being part of the bed of Toquaht Bay.
Clayoquot District, shown outlined on sketch below, containing .6025 hectares, more or less



Silbernagel, Tim TRAN:EX

From: Dave Bazett [dbazett@bazett.com]
Sent: Wednesday, May 14, 2014 8:57 AM
To: Silbernagel, Tim TRAN:EX
Subject: Re: Your File 2012-01017
Attachments: P1000392.JPG; P1000394.JPG; P1000397.JPG

Hi Tim,

A small dock has been built (photos attached) but the main floats cannot be constructed until we have a lease in place. This is just waiting for final approval of the subdivision as one really depends on the other.
At this point the dock is more than sufficient for the four lots so I am assuming this meets the condition of the PLA. s.17,s.21
s.17,s.21

I will discuss the water situation with Kirsten.

Regards,

Dave

Bazett Land Surveying Inc.
2080 Cliffe Avenue
Courtenay, B.C. V9N 2L3

Ph. (250)334-3248
Cell s.22

On 12/05/2014 4:26 PM, Silbernagel, Tim TRAN:EX wrote:

> Hi Dave. I met with PAO, Kirsten Fagervik recently regarding this file. It is unclear from your submission if the dock was constructed (PLA item 4). Also Kirtsen had reservations about accepting the H2O report as proof of potable water (PLA item 6). The summary states "should be capable of producing adequate potable water" and the report refers to a well about one kilometer away. Kirsten would like to see something more conclusive. Perhaps give her a call to discuss options. 751-3278

>

> Tim Silbernagel
> Development Approvals Technician
> Ministry of Transportation and Infrastructure Vancouver Island
> District Office 3rd Floor - 2100 Labieux Road, Nanaimo V9T 6E9
> (250) 751-3253 / cell (250) 713-4316
> fax (250) 751-3289

>

> -----Original Message-----

> From: Dave Bazett [mailto:dbazett@bazett.com]
> Sent: Thursday, May 8, 2014 10:25 AM
> To: Wagner, Jordan TRAN:EX
> Cc: Silbernagel, Tim TRAN:EX
> Subject: Re: Your File 2012-01017

>

> Thanks, Jordan.

>

> Bazett Land Surveying Inc.
> 2080 Cliffe Avenue
> Courtenay, B.C. V9N 2L3

>

> Ph. (250)334-3248

> Cell s.22

>

> On 08/05/2014 10:15 AM, Wagner, Jordan TRAN:EX wrote:

>> Hi Dave,

>>

>> Tim Silbernagel is currently looking after this area and file. I did see that he has received the hard copies. I have cc'd him in this e-mail (and will forward on the attachments). He will advise if he needs anything further.

>>

>> Thanks and regards,

>>

>> Jordan Wagner

>> District Development Technician

>> Ministry of Transportation and Infrastructure 3rd Floor - 2100

>> Labieux Road Nanaimo, B.C. V9T 6E9 Phone 250-751-7090 Fax

>> 250-751-3289

>>

>> -----Original Message-----

>> From: Dave Bazett [<mailto:dbazett@bazett.com>]

>> Sent: Thursday, May 8, 2014 10:07 AM

>> To: Wagner, Jordan TRAN:EX

>> Subject: Your File 2012-01017

>>

>> Hi Jordan,

>>

>> I recently sent you the hard copies for final approval of the above noted file and have attached digital copies of the plan and documents to this email. I trust this is sufficient for you to process our application for final approval of this plan. Please let me know if there is any further information you require and what the expected time frame might be for completion.

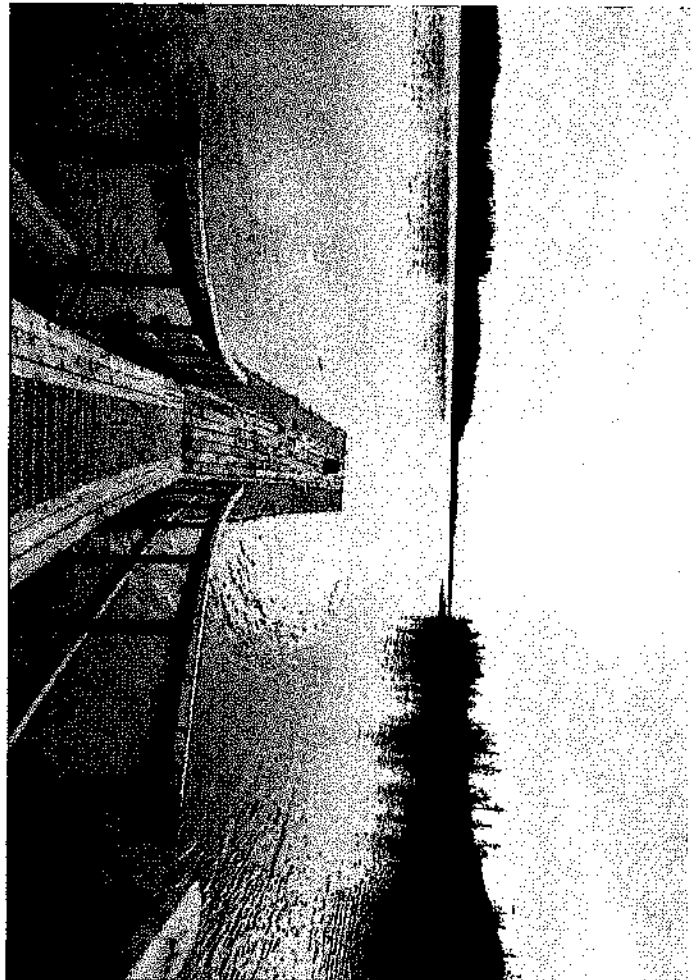
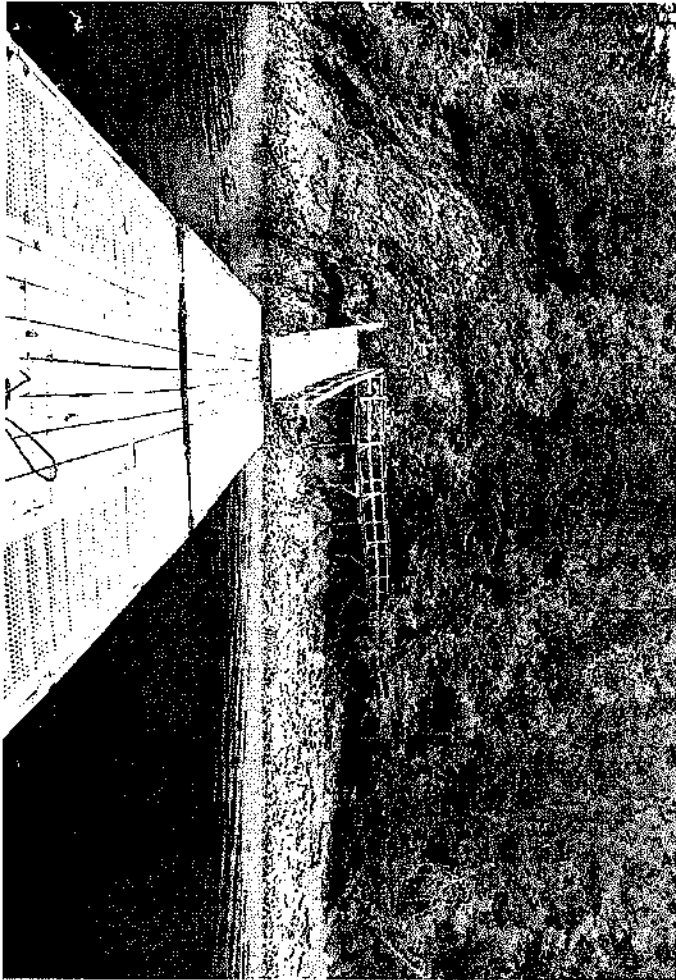
>>

>> Regards,

>>

>> Dave Bazett CLS, BCLS

>>



February 27, 2009

Toquaht Wilderness Resort
399 Clubhouse Drive
Courtenay, BC V9N 6Z8

**Re: Groundwater Supply Assessment
Toquaht Wilderness Resort (Well #1)**

Introduction

H₂O Environmental Ltd. (H₂O) was retained by Toquaht Wilderness Resort (TWR) to oversee the drilling, installation, and quantity and quality testing on a new well on the above referenced property (site). H₂O has prepared this letter to describe the results of the water supply project to date.

Well Description

Two wells were drilled at the site between June 2 and June 5, 2008 by Drillwell Enterprises Ltd. Of Duncan, BC. The geographic locations of the two wells recorded by Drillwell were:

Well #1 – 49.0324 N, 125.3110 W

Well #2 – 49.0319 N, 125.3130 W

The wells are located in the central portion of the site, with Well #1 approximately 70 metres (m) from the shore and Well #2 approximately 200 m from the nearest high tide mark. Well #1 is the subject of this report as initial conditions during drilling indicated Well #1 was capable of producing significantly more groundwater than Well #2.

Well #1 is 75.2 m deep and, according to the well log, was advanced and finished in fractured granitic rock. The diameter of the steel well casing is 20 centimetres (cm) and extends approximately 7 m below grade with the remainder of the well completed as open hole. The initial capacity of the well estimated by Drillwell personnel during drilling was in excess of 50 gallons per minute (gpm).

Groundwater Requirements

The groundwater supply requirements for the development were established by Wedler Engineering utilizing the BC *Design Guidelines for Rural Residential Community Water Systems* (see attached Wedler report dated 24 February 2009). At the full capacity of current plans, including lodge rooms, cabins, condominiums and RV sites, this suggested water use yields a daily demand of approximately 162 m³ day.

EDAS
ENT'D

Pump Test Results

Well #1 was pumped at approximately 164 litres per minute (lpm) for a total of 72 hours. At the time of the pump stop, a total drawdown of 12.55 m was measured from the initial well static level. Approximately 120 minutes after pumping ceased, the well had recovered to 61% of the original static level.

The long term capacity of a well is generally described as the sustainable rate at which a well can be pumped for 100 days. This time period takes into account the typical British Columbia dry summer and is used to verify the well capability to pump throughout the time of year where there is little or no recharge to the local groundwater regimes.

The graph in Figure 1 is based on the actual pump rate of 164 lpm (36 igpm). The drawdown extrapolated at 100 days is approximately 16 m and the specific capacity of the well at that time is 10.25 litres/minute/metre. Placing a 30% safety factor on the volume measurement gives a capacity for the well of approximately 400 lpm. This volume is well in excess of the actual pumping rate of 164 lpm.

At the conservative 164 lpm rate of the well test, a daily supply of 236 m³ could be supplied by the well. There is also approximately 46 m of additional available drawdown in the well after the 100 day drawdown is projected.

Water Quality Results

A sample of the water from Well #1 was collected during the pump test directly from the discharge hose after approximately 70 hours of pumping. The sample was submitted to North Island Labs for analysis. The results of the laboratory analyses are attached to this letter report.

Analytical results from the water sample from Well #1 were all below the concentration levels listed in the Canadian Drinking Water Quality Guidelines.

Additionally, periodic real time measurements of conductivity, total dissolved solids, temperature and pH were collected during the entire pump test. These measurements showed no significant differences in those parameters after the 72 hours of pumping and extraction of approximately 708 m³ of groundwater. This indicates there was no salt water intrusion into the well during the pump test and that the groundwater reserve is chemically stable.

Conclusions

The water supply requirements for the development at full capacity are approximately 162 m³ per day. Well #1 was pump tested and the long term capacity of the well is conservatively estimated to be approximately 236 m³ per day. This well is capable of supplying the estimated groundwater demand of the development as planned at the current time.

Analytical results from the sample collected after 70 hours of pumping indicated that the well water is potable and should not require extensive treatment. Measurements collected during pumping do not indicate any salt water intrusion.

Closure

We trust this information meets your needs at the present time and we look forward to being of service to you. Please contact the undersigned if you have any questions in the interim.

Sincerely,
H₂O Environmental Ltd.


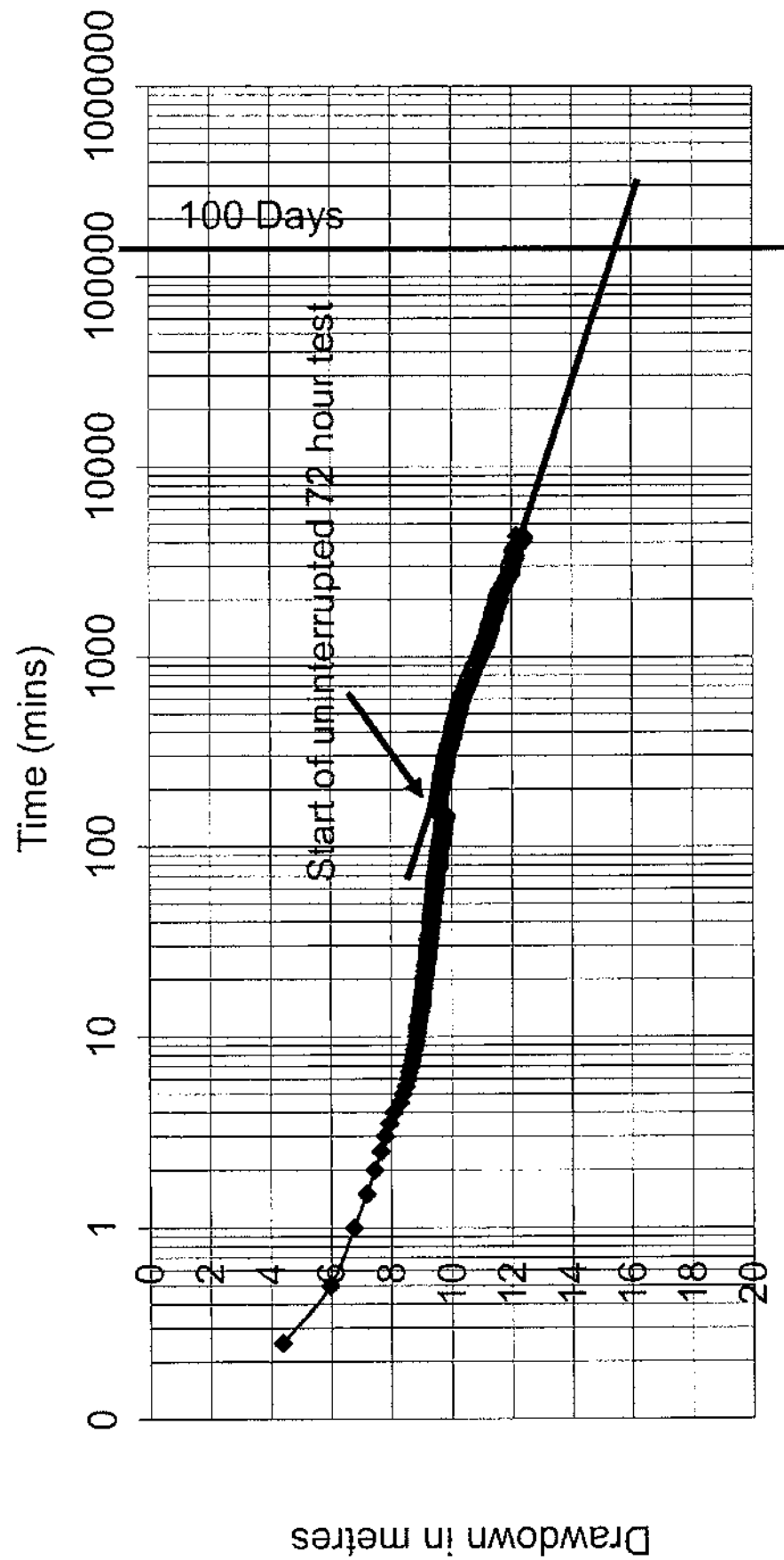
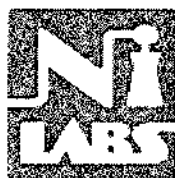
Per: 
Steven M. Carballeira, P.Geo.

Figure 1 -Toquaht Wilderness Resort
Well Drawdown Projected to 100 Days
Pumping Rate = 164 litre/min
Available Drawdown = 61 m (200')





North Island Laboratories

• 2755 B Moray Avenue, Courtenay, B.C. V9N 8M9 Tel: (250) 338-7786 Fax: (250) 338-7553

Certificate of Analysis

Report To: H2O Environmental Ltd.
Steve Carballeira
3060 Lake Rd.
Denman Island, BC
V0R 1T0

Lab Number: 68160
Date Reported: 31 Jul 08
Date Completed: 31 Jul 08
Date Received: 18 Jul 08 9:31

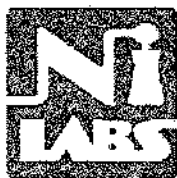
Sampled By: Steve
Sampling Date: 17 Jul 08 11:30

Test	Result	Units	Detection Limit
68160-01 Toquaht Wilderness Resort Well #1			
Total Alkalinity	144	mg/L	mg/L
Bicarbonate	180	mg/L	5 mg/L
Carbonate	<6	mg/L	6 mg/L
Hydroxide	<5	mg/L	5 mg/L
Colour - Apparent	<5	Colour units	5 Colour units
Conductivity	366	uS	1 uS
Total Dissolved Solids	238	mg/L	5 mg/L
Hardness (CaCO ₃)	190	mg/L	1 mg/L
pH	7.77	pH	pH
Turbidity	<0.5	NTU's	0.5 NTU's
Chloride	3.2	mg/L	0.2 mg/L
Fluoride	<1.0	mg/L	0.1 mg/L
Sulphate	46.1	mg/L	0.2 mg/L
Nitrate (N)	<0.1	mg/L	0.01 mg/L
Nitrite (N)	<0.1	mg/L	0.01 mg/L
T-Aluminum	<0.05	mg/L	0.05 mg/L
T-Antimony	0.001	mg/L	0.001 mg/L
T-Arsenic	0.009	mg/L	0.001 mg/L
T-Barium	0.11	mg/L	0.005 mg/L
T-Boron	0.08	mg/L	0.02 mg/L
T-Cadmium	<0.0004	mg/L	0.0004 mg/L
T-Calcium	68.6	mg/L	0.2 mg/L
T-Chromium	<0.002	mg/L	0.002 mg/L
T-Copper	<0.005	mg/L	0.005 mg/L
T-Iron	<0.05	mg/L	0.05 mg/L
T-Lead	<0.0005	mg/L	0.0005 mg/L
T-Magnesium	3.5	mg/L	0.2 mg/L
T-Manganese	0.0856	mg/L	0.0005 mg/L

Results relate only to samples as submitted

31/07/2008 15:22

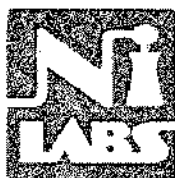
Page 1 of 4



North Island Laboratories

• 2755 B Moray Avenue, Courtenay, B.C. V9N 8M9 Tel: (250) 338-7786 Fax: (250) 338-7553

68160-01	Toquaht Wilderness Resort	Well #1		
T-Mercury	<0.01	ug/L		0.01 ug/L
T-Potassium	0.7	mg/L		0.2 mg/L
T-Selenium	<0.003	mg/L		0.003 mg/L
T-Sodium	4.5	mg/L		0.2 mg/L
T-Uranium	0.004	mg/L		0.002 mg/L
T-Zinc	<0.005	mg/L		0.005 mg/L
Total Coliforms (DES)	0	MPN/100mL		1 MPN/100mL
E. coli (DES)	<1.0	MPN/100mL		1 MPN/100mL
Silica	17.9	mg/L		0.1 mg/L
Total Kjeldahl Nitrogen	0.16	mg/L		0.06 mg/L
T-Phosphorus	<0.05	mg/L		0.05 mg/L



North Island Laboratories

• 2755 B Moray Avenue, Courtenay, B.C. V9N 8M9 Tel: (250) 338-7786 Fax: (250) 338-7553

68160-01

Test	Method	Analyst	Date
Bicarbonate	Alk, pH, EC, Turb in water		24/07/2008
Carbonate	Alk, pH, EC, Turb in water		24/07/2008
Chloride	Ion Chromatography	NIL	18/07/2008
Colour - Apparent	Colour (Apparent) in water		24/07/2008
Conductivity	Conductivity meter	NIL	18/07/2008
E. coli (DES)	Canstest Subcontract, APHA based method	NIL	18/07/2008
Fluoride	Ion Chromatography	NIL	18/07/2008
Hardness (CaCO ₃)	calc		31/07/2008
Hydroxide	Alk, pH, EC, Turb in water		24/07/2008
Nitrate (N)	Ion Chromatography	NIL	18/07/2008
Nitrite (N)	Ion Chromatography	NIL	18/07/2008
pH	pH in water (Surrey)	NIL	24/07/2008
Silica	Metals Trace (Total) in water		24/07/2008
Sulphate	Ion Chromatography	NIL	18/07/2008
T-Aluminium	Trace Metals (Total) in Waste Water		24/07/2008
T-Antimony	Trace Metals (Total) in Waste Water		24/07/2008
T-Arsenic	Trace Metals (Total) in Waste Water		24/07/2008
T-Barium	Trace Metals (Total) in Waste Water		24/07/2008
T-Boron	Trace Metals (Total) in Waste Water		24/07/2008
T-Cadmium	Trace Metals (Total) in Waste Water		24/07/2008
T-Calcium	Trace Metals (Total) in Waste Water		24/07/2008
T-Chromium	Trace Metals (Total) in Waste Water		24/07/2008
T-Copper	Trace Metals (Total) in Waste Water		24/07/2008
T-Iron	Trace Metals (Total) in Waste Water		24/07/2008
T-Lead	Trace Metals (Total) in Waste Water		24/07/2008
T-Magnesium	Trace Metals (Total) in Waste Water		24/07/2008
T-Manganese	Trace Metals (Total) in Waste Water		24/07/2008
T-Mercury	Mercury Low Level (Total) in water		24/07/2008
T-Phosphorus	Trace Metals (Total) in Waste Water		24/07/2008
T-Potassium	Trace Metals (Total) in Waste Water		24/07/2008
T-Selenium	Trace Metals (Total) in Waste Water		24/07/2008
T-Sodium	Trace Metals (Total) in Waste Water		24/07/2008
T-Uranium	Trace Metals (Total) in Waste Water		24/07/2008
T-Zinc	Trace Metals (Total) in Waste Water		24/07/2008
Total Alkalinity	Norwest Subcontract Norwest Subcontract		24/07/2008
Total Coliforms (DES)	Colilert 18	NIL	18/07/2008

Results relate only to samples as submitted

31/07/2008 15:22

Page 3 of 4



North Island Laboratories

• 2755 B Moray Avenue, Courtenay, B.C. V9N 8M9 Tel: (250) 338-7786 Fax: (250) 338-7553

Total Dissolved Solids	Solids Dissolved (Total, Fixed and Volatile) ²	24/07/2008
Total Kjeldahl Nitrogen	Total and Kjeldahl Nitrogen (Total) in Water	24/07/2008
Turbidity	Nephelometric	NIL 18/07/2008

Approved By: _____

Sandra Feigenhauer, M.Sc. or
Catherine Black, B.Sc. (co-owners)

Red lettering indicates minimum mandatory information

See reverse for notes & definitions of abbreviations.

Owner name: Togwaurt Wilderness Resort Ltd.
 Mailing address: c/o 399 Clubhouse dr. Courtney BC Postal Code V9Y9G3
 Well Location, Address, Street No. Togwaurt Bay Town
 or Legal description, lot 55 Plan DL Block See Tap Eq Less Dist. Togwaurt
 or PID: and Description of well location (attach sketch, if need it)

NAD 83 Zone: 10 and UTM Northing 57433634 m Latitude (see note 3):
 UTM Easting 331079 m Longitude

Method of testing ☒ as stated cable test ☐ blind relay ☐ direct ☐ moving ☐ rolling ☐ examining ☐ other new type

Orientation of well. ☒ Vertical ☐ Horizontal Ground elevation 1100 m (3610 ft) Method (see page 4)

Class of well (see note c): Water Supply Sub-class of well: Domestic

Value added of the non-financial enterprise provided domestic water supply system in January 1975 amount of 40,000. (1000000/25)

Lithologic description (see notes 7-14) or closure description (see notes 15 and 16)

Water-bearing
 Estimated Flow Observations (e.g., discharge, infiltration,
 USGS gauging stations) are plotted, with points indicating flow

0	23	soft	Brown weathered	granit
23	93		Green	granit
93	117		white	granit
117	123		dark	granit
123	247		Green	granit

9.3 9.5 to 10.0 1/2-1

142-144 Fracture
206-208 Fracture
208-210 Fracture
20+6217-220 Fracture

Casing details

From Inch	To Inch	Dia In	Comments	Remarks	Thickness In	Drive Shaft
0	12	4"	Steel - Filled OUT			
0	23	6"	Steel		2.19	
23	247	6"	open hole			
0	247	4"	PVC liner	class 110		

Burial Case Type	<u>Sentinel</u>	Draft	<u>18</u>
Number of burials	<u>100</u>	Permitted Burials	<u>100</u>
Burial Type		Open	
Crypt #	<u>9766</u>	Other cemetery	
Interment	<u>97</u>	Tombstone	<u>Glass 160 s</u>
Final & complete by <u>247</u> date <u>September 24th</u> at <u>177</u> by <u>[signature]</u>			

Screen details

Part Number	Qty to buy	Qty on hand	Type or description	Part size
0	247	4"	PVC 4" Class 100 Potable Pipe Random Saw Slotted	

Inhibitor ☐ Screen ☐ Open to air ☒ Uncoated hole
 Screen type ☐ Removable ☐ Pigs use
 Screen material ☐ Stainless steel ☒ Plastic ☐ Other (specify) *pvc liner*
 Screen opening ☐ Continuous slot ☒ Slotted ☐ Perforated plate
 Screen bottom ☐ Ball ☐ Plug ☐ Plug ☐ Other (specify)
 Filter pack ☐ None ☐ To ☐ From ☐ Through
 Type and size of material *4" pvc Random 500 Slotted*

Developed by:

[illegible]

Well yield estimated by:

Name: John A. Smith Address: 123 Main St.
 City: Springfield State: Ill. Zip: 62761
 Date: 10/25/78 Page: 1 of 1

Obvious water quality characteristics:

☒ Fresh ☒ Salt ☒ Other _____

Well drifter (any drift)

Name (first, last, name born) Thomas Johnson
Registration no. (see note 2) WD 06041901
Consultant of applicable laws and customs, S. Carballreira

DECLARATION: We certify that we have identified a real company, and the seller they list has been found to comply with all the requirements in the Seller Act and the General Advertising Act in the U.S.

Signature of Foster Responsible _____

PLEASE NOTE: The information provided on this questionnaire describes the general information requested on a form used to conduct background investigations on individuals who are being considered for employment with the U.S. Customs and Border Protection. It is not intended to be used for any other purpose. The information provided on this questionnaire is not to be used for any other purpose. The information provided on this questionnaire is not to be used for any other purpose. The information provided on this questionnaire is not to be used for any other purpose.

Final well completion data:

Total Capital Stock	247	n	Estimated value of stock	247	n
Total Liabilities	24	n	Debt-to-Equity Ratio	0	n
Equity	36	n	Estimated value of equity	50+	n

Adjusted ROA = $\frac{L}{E} \times \text{Return on Assets}$

Transmitted: enclosed 14 1
(number and date of attachment) 2-25-91

Well closure information:

Reiter for closed
 Method of repair ☐ Repair ☐ Pumped
 Sealer material _____ Ejector material _____
 Details of concrete repair: 1. *

Date of work 04.07.2020

Started 2008/06/02 Completed 2008/06/03

Compendio

EDAS
ENT'D



Ministry of
Environment

☒ Well Construction Report **WILLWELL ENTERPRISES LTD.**
4034 Pikey Road
Duncan, B.C. V6L 5W3
Phone: 250-740-6268

Unique Well ID Plate Number: **25592**
Min. gov. Well Tag Number:
☐ Completion/allowing specs. attached
☐ Original well construction report attached

Red lettering indicates minimum mandatory information.

See reverse for notes & definitions of abbreviations.

Owner name: **Toquaht Wilderness Resort Ltd.**
Mailing address: **c/o 399 Clubhouse Dr.** Town: **Courtney** Prov: **BC** Postal Code: **V9A 4G3**
Well Location: Address: Street no. Street name Town
or Legal description: Lot **55** Plan D.L. Block Sec. Twp. Rg. Land District **Toquaht**
or PID. and Description of well location (attach sketch, if needed)

NAD 83: Zone: **10** and UTM Easting: **330933** m or Latitude (see note 3):
UTM Northing: **5433585** m or Longitude:

Method of drilling: ☒ Air relay ☐ Cable tool ☐ Mud rotary ☐ Auger ☐ Drilling ☐ Jetting ☐ Excavating ☐ Other (specify):

Orientation of well: ☒ Vertical ☐ Horizontal Ground elevation: **50** ft (ass) Method (see note 4):

Class of well (see note 5): **water supply** Sub-class of well: **Domestic**

Water supply wells: indicate intended water use: ☐ private domestic ☒ water supply system ☐ irrigation ☐ commercial or industrial ☐ other (specify):

Lithologic description (see notes 7-14) or closure description (see notes 15 and 16)

From ft (bgl)	To ft (bgl)	Relative Hardness	Colour	Material Description (Use recommended terms on reverse List in order of decreasing amount, if applicable)	Water-bearing Estimated Flow (USgpm)	Observations (e.g., fractured, weathered, well sorted, silty wash, closure details)
0	3			Blast rock		
3	6			stump & wood		
6	8			Brown top soil		
8	13			Green Granit		Weathered
13	128	hard		Green Granit		
128	144	soft		white Granit		
144	150	hard		Green Granit		
150	208	soft		white Granit		26 gpm 162-165 fracture
208	268	hard		Green Granit		
268	359	soft		white Granit		275-278 fracture
359	505	soft		white Green Granit		10 GPM 359-375 fracture 20 gpm
						30 GPM 461-464 fracture

Casing details

From ft (bgl)	To ft (bgl)	Dia in	Casing Material / Open Hole	Wall Thickness in	Drive Shoe
0	13	38	steel - 1/2" in grnd		
0	18	6	steel	.219	
18	505	6	open hole		

Screen details

From ft (bgl)	To ft (bgl)	Dia in	Type (see note 18)	Slot Size

Surface seal: Type: **Bentonite** Depth: **18** ft
Method of installation: ☒ Poured ☐ Pumped Thickness: **1** in
Backfill: Type Depth: ft
Liner: ☐ PVC ☐ Other (specify):
Encoder: in Thickness: in
From: ft (bgl) To: ft (bgl) Perforated: From: ft (bgl) To: ft (bgl)

Intake: ☐ Screen ☐ Open bottom ☒ Uncased hole
Screen type: ☐ Telescope ☐ Pipe size
Screen material: ☐ Stainless steel ☐ Plastic ☐ Other (specify):
Screen opening: ☐ Continuous slot ☐ Slotted ☐ Perforated pipe
Screen bottom: ☐ Ball ☐ Plug ☐ Plate ☐ Other (specify):
Filter pack: From: ft to: ft Thickness: in
Type and size of material:

Developed by:

☒ Air lifting ☐ Surging ☐ Jetting ☐ Pumping ☐ Bailing
☐ Other (specify): Total duration: **Y2** hrs
Notes:

Well yield estimated by:

☐ Pumping ☒ Air lifting ☐ Bailing ☐ Other (specify):
Rate: **30** USgpm Duration: **Y2** hrs
SWL before test: ft (bgl) Pumping water level: ft (bgl)

Obvious water quality characteristics:

☒ Fresh ☐ Salty ☐ Clear ☐ Cloudy ☐ Sediment ☐ Gas

Calcium content: Water sample collected: ☐

Well driller (print clearly):

Name (first, last) (see note 19): **Trevor Johnson**
Registration no. (see note 20): **W.D. 06041901**
Consultant (if applicable, name and company): **S. Carballera**

DECLARATION: Will construction, well alteration or well closure, as the case may be, be done in accordance with the requirements in the Water Act and the Water Well Protection Regulations?

Signature of Driller Responsible: **Trevor Johnson**

PLEASE NOTE: The information furnished in this well report describes the well and hydrogeologic conditions at the time of construction, alteration or closure. As the case may be, this information and well performance and water quality are not guaranteed as they are influenced by a number of factors, including natural variability, human activities and condition of the well, which may change over time.

Final well completion data:

Total depth drilled: **505** ft Finished well depth: **505** ft (bgl)
Final stick up: **12** in Depth to bedrock: **8** ft (bgl)
SWL: **36** ft (bgl) Estimated well yield: **30** USgpm
Artesian flow: USgpm or Artesian pressure: ft

Type of well cap: **welded** Well disordered: ☐ Yes ☒ No
Where well ID plate is attached: **clamped to casing**

Well closure information:

Reason for closure:
Method of closure: ☐ Poured ☐ Pumped
Sealant material: Backfill material:
Details of closure (see note 17):

Date of work (YYYYMMDD):

Started: **2008/06/04** Completed: **2008/06/05**

Comments:

Page 101 to/à Page 110

Withheld pursuant to/removed as

s.3

Page 125

Withheld pursuant to/removed as

s.3

Page 112

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s.3



BRITISH
COLUMBIA

Ministry of Transportation
and Infrastructure

Receipt

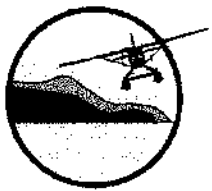
RETAIN THIS COPY FOR
YOUR RECORDS

May 05, 2014
Received on behalf of:
Bazett, Dave

POS Receipt #: 466909L
Received Date: May 05, 2014
Payment Amount: \$450.00
Cheque Number: 0473

Description	File Number	Applicant File Number	Amount Paid
Preliminary Application Fee	2012-01017	C915	\$0.00
Final Application Fee	2012-01017	C915	\$450.00
Total:			\$450.00

Payment Method: Cheque



BAZETT

LAND SURVEYING

April 25, 2014

Ministry of Transportation
& Infrastructure
3rd Floor – 2100 Labieux Rd.
Nanaimo, BC V9T 6E9

Your File: 2012-01017
Our File: C915

Attn: Jordan Wagner

Dear Jordan:

Re: Subdivision of D.L. 1518 Clayoquot District

I enclose the following in support of a request for final approval of a 4 lot subdivision of the above noted property:

- 1) 2 paper prints of the final subdivision plan and application to deposit.
- 2) Cheque for \$450.00 for your fees.
- 3) TX55 form showing taxes paid.
- 4) Copy of recent certificate of title.
- 5) Letters from H2O Environmental addressing points 5 & 6 of original PLA.
- 6) Letter from Toquaht First Nation regarding parking and letter of support of the subdivision.
- 7) Copies of restrictive covenants.

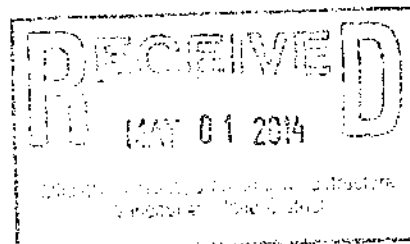
An electronic copy of the final subdivision, application to deposit form and covenants have been sent via email.

I trust you will find the above in order, but if you have any questions please do not hesitate to contact me.

Yours very truly,

David C. Bazett, CLS, BCLS

:tlw
Encls.



☒
2080 Cliffe Avenue
Courtenay, BC V9N 2L3
Ph. (250) 334-3248
Fax (250) 334-3293
email: dbazett@bazett.com

☐
PO Box 94
7070 Shorncliffe Avenue
Port Hardy, BC V0N 2P0
Ph. (250) 949-7821
Fax (250) 949-5742
email: s.22