

Recommendation No. 9

Bylaw 304.5

The Planning Committee Recommended that Bylaw 304.5, incorporating an amendment to Policy 8.2(c) to address the access issue to Soames Hill Park receive amended second reading.

Recommendation No. 10

Ruby Lake Water Lease - The Planning Committee recommended that the Planning Department begin proceedings to secure a lease in the front of Ramp Road for public use and habitat protection.

Recommendation No. 11

Reserve, for Wilderness Planning Purposes, in the Ruby Lake Area  
The Planning Committee recommended that the Planning Staff request information from the Ministry of Crown Lands as to why this was cancelled unilaterally.

Announcement:

Halfmoon Bay Official Community Plan - note was made of a Special Planning Committee and A.P.C. meeting scheduled for December 14th at 7:00 p.m.

The Planning Committee meeting adjourned at 9:15 p.m.

Box 740, Gibsons, B. C., V0N 1V0

Telephone: 824-1294

February 22, 1990

12-21-17

12-11-7

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

Attention: Bob Patrick, Planning Assistant

Dear Sir:

Re: Proposed Fennelton Lane - Rife Lake - Fennel Road

I would first apologize for my delay in responding to your letter of December 15, 1989 re the above-noted matter. I have had a bit of difficulty in getting a policy decision on this.

Our Ministry would not object to your proposal, provided one of the ramp facilities would not be depraved to the general public and that no fees be charged at any time for its use.

Formal permission, I understand, will be applied for on the Ministry of Crown Lands. Once this is secured, you should apply for a permit to our Office for any portion of the roads which may be within our right-of-way and access to same.

Please contact me if you need further comments.

Yours truly

by: R. G. DeGragg  
District Technician

for: R. J. Jones  
District Highway Manager

RGD/pmj

Province of  
British Columbia



Ministry of  
Crown Lands

STAKING NOTICE  
(FORM 1)  
LAND ACT

NOTICE OF INTENTION TO APPLY FOR A DISPOSITION OF CROWN LAND

Take notice that SUNSHINE COAST REGIONAL DISTRICT

of SECHULT, B.C., occupation \_\_\_\_\_

intends to make application to the Ministry of Crown Lands regional office in \* BURNABY

for a \*\* LEASE of land generally

situated § \_\_\_\_\_

and more specifically described in (a) or (b) below:

(a) [Give legal description] \_\_\_\_\_

containing 0.40 ha ±

or

(b) Commencing at a post planted? See attached map and  
description of area.

thence \_\_\_\_\_; thence \_\_\_\_\_

thence \_\_\_\_\_; thence \_\_\_\_\_

and containing 0.40 ha more or less.

The purpose for which the land is required is ‡ BOAT LAUNCHING

RAMP FOR PUBLIC USE AND  
HABITAT PROTECTION.

**SUNSHINE COAST REGIONAL DISTRICT**

(Signature of applicant or agent)

(Name of agent if applicable)

Dated JUNE 11, 19 90

RUBY LAKE FORESHORE LEASE - RAMP ROAD

Commencing at the west corner of Lot 20, Plan 12096, DL 3986, being a point on the high water mark on the east shore of Ruby Lake; thence southwesterly and westerly along said high water mark to an iron pin marking the most northern southeast corner of Lot 34, Plan 15216, D.L. 3989; thence north for 30 metres perpendicularly distant from said high water mark to a point on the northwesterly projection of the southern boundary of Lot 20, Plan 12096, D.L. 3989; thence southeasterly to point of commencement.







Province of  
British Columbia

Ministry of  
Forests and Lands

# APPLICATION FOR CROWN LAND

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

\*INDICATE  
JOINT TENANCY  
OR TENANCY  
IN COMMON

OR  
COMPANY  
NAME

ADDRESS  
(\*PROVIDE  
BOTH STREET  
AND MAILING)

SUNSHINE COAST REGIONAL DISTRICT

\$ 50. re'd

JOINT TENANTS ☐  
TENANTS IN  
COMMON ☐

APT NO	STREET NO	STREET	POST OFFICE BOX NUMBER
			800
CITY - TOWN		PROVINCE	POSTAL CODE
SECHLT		B.C.	VON 3A0
HOME TELEPHONE	BUSINESS TELEPHONE	COMPANY INCORPORATION NO	
	885-2261		
AGE - 19 YRS. OR OVER	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	CANADIAN CITIZEN	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
RESIDENT IN BRITISH COLUMBIA FOR 2 YEARS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	NON-REFUNDABLE APPLICATION FEE ENCLOSED	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
LOCATION OF CROWN LAND		AREA - HECTARES	
Ramp Road, Ruby Lake.		0.40 ha	

MINISTRY OF CROWN LANDS  
LANDS OPERATIONS

JUN 14 1990

401 - 4503 KINGSWAY  
BURNABY, B.C. V5H 4M4

DESCRIPTION

☐ SURVEYED  
GIVE LEGAL  
DESCRIPTION

OR  
☒ UNSURVEYED  
GIVE METRES  
AND BOUNDS  
DESCRIPTION

Commencing at the west corner of Lot 20, Plan 12096, D.L. 3986, being a point on the high water mark on the east shore of Ruby Lake; thence southwesterly and westerly along said high water mark to an iron pin marking the most northerly southeast corner of Lot 34, Plan 15216, D.L. 3989; thence north for 30 metres perpendicularly distant from said high water mark to a point on the north-westerly projection of the southern boundary of Lot 20, Plan 12096, D.L. 3989; Thence southeasterly to point of commencement.

DATE LAND STAKED  
AS PER FORM 1

APRIL 12, 1990

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

INTENDED LAND USE AND PERIOD REQUIRED	
PUBLIC BOAT LAUNCHING RAMP AND HABITAT PROTECTION	
ANY OTHER CROWN LAND HELD BY APPLICANT OR SPOUSE	IF YES STATE TYPE AND TENURE
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	VARIOUS PARCELS OF CROWN LAND AND FORESHORE FOR PARK USE.

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

SUNSHINE COAST REGIONAL DISTRICT

APPLICANT  
SIGNATURE(S)

DATE JUNE 11, 1990 OCCUPATION (IF INDIVIDUAL(S))

FOR OFFICE USE ONLY

DATE APP REC'D	YR. MTH DAY	REGIONAL OFFICE	APPLICATION IS	FILE NO
	9 0 96 14	Lower Mainland	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> REPLACEMENT	24051014
APPLICATION IS	LAND IS IN PROVINCIAL FOREST	YES <input type="checkbox"/> NO <input type="checkbox"/>	APPLICATION FOR	PRELIMINARY ESTIMATE OF LAND VALUE
<input type="checkbox"/> LAND ACT			<input type="checkbox"/> AGRIC <input type="checkbox"/> OTHER LAND	\$
TYPE OF TENURE FOR APPLICATION				
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> LICENCE OF OCCUPATION	<input type="checkbox"/> EASEMENT RIGHT OF WAY <input type="checkbox"/> CROWN GRANT	<input type="checkbox"/> LETTER OF CONSENT	REPLACES SUP. <input type="checkbox"/> YES <input type="checkbox"/> NO
T.A.S. CODING				
FIELD SERVICES COPY				



## SUNSHINE COAST REGIONAL DISTRICT

BOX 800, SECHLT, B.C. V0N 3A0  
TELEPHONE 885-2261  
(Vanc. Toll Free) 687-5753

OUR FILE NO.

June 11, 1990

Ministry of Crown Lands  
401-4603 Kingsway  
Burnaby, B.C.  
V5H 4M4

MINISTRY OF CROWN LANDS  
LANDS OPERATIONS

JUN 14 1990

Dear Sir/Madam:

#401 - 4603 KINGSWAY  
BURNABY, B.C. V5H 4M4

Re: Ruby Lake Water Lease

---

Please find enclosed the Sunshine Coast Regional District's proposal package for a Crown lease fronting Ramp Road and Ramp Place on Ruby Lake.

The impetus for this application is a recommendation from a Planning Committee Meeting of the Sunshine Coast Regional District Board held November 16, 1989, which reads as follows:

Recommendation No. 10

"Ruby Lake Water Lease - The Planning Committee recommended that the Planning Department begin proceedings to secure a lease in the front of Ramp Road for public use and habitat protection".

The two prime concerns for this proposal are as follows:

- (a) public use of an existing boat ramp and general lakeshore access for the public, and
- (b) habitat protection for the mouth of Ruby Creek at Ruby Lake, which drains into Sakinaw Lake.

As the Ministry of Transportation and Highways are the upland owners we have solicited their agreement for this proposal. Please find enclosed their letter of support.

We look forward to hearing from your Ministry regarding this proposal. If I can assist in any way please do not hesitate to call.

Yours sincerely,

A handwritten signature in cursive script that reads "B Patrick".

Bob Patrick  
Planning Assistant

Encls.  
BP/js



Attention: Larry Sorken  
Regional File: 2405043  
Your File:  
Date: August 14, 1990

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

Attn: Bob Patrick

Dear Sirs:

Thank you for your Crown land application received on  
June 14/90 for public boat launching ramp and habitat  
purposes and located at Ramp Road, Ruby Lake Protection

In order that this application be dealt with in the best  
public interest, the Ministry requires the following:

1. advertise once a week for two consecutive weeks in  
a newspaper circulating in the land administration  
district in which the Crown land is situated.
  - (a) file number 2405043 must be shown on the  
advertisement.
  - (b) the newspaper advertisement must include a site  
sketch (sample attached).
  - (c) for aquaculture applications please refer to the  
procedure attached.
2. advertise once in the B. C. Gazette.
  - (a) orders for publication in the B. C. Gazette should  
be forwarded to the address shown on the enclosed  
list of rates and schedules.
  - (b) advertising fees for the B. C. Gazette must be paid  
in advance.
  - (c) when requesting publication by the B. C. Gazette  
a copy of Form No. 1 must be enclosed.  
  
a sample page from the B. C. Gazette is attached.



Attn: Mary Dean  
File:  
Date: June 14, 1990

MINISTRY OF CROWN LANDS  
LANDS OPERATIONS

JUN 19 1990

401-4603 KINGSWAY  
BURNABY, B.C. V5H 4M4

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

Attn: Bob Patrick, Planning Assistant

Dear Sirs:

Re: Your Enquiry Regarding the Application Process for a  
Crown Foreshore Lease or License of Occupation

The Ministry of Crown Lands administers submerged lands on behalf of the Province of British Columbia and in accordance with the Land Act. Submerged lands are lands which are covered by salt or fresh water, either part time or all the time. These are commonly referred to as foreshore areas.

Your application for foreshore should include the following:

1. Complete Form 1 (Staking Notice), as per the attached sample; post the Red Hard Copy at one corner of the property; retain one copy for your records and return one copy to this office with the application.

O.K.

The application area must be described by a legal survey description if surveyed or if not surveyed, by a metes and bounds description:

- a legal description must include the lot number and plan number if subdivided plus the land district (please see examples attached);
- a metes and bounds description starts from a legally defined point (point of commencement) from which one describes directions (bearings) and distances required to traverse to and around the perimeter of the land returning to the point of commencement (please see examples attached).

O.K.

2. Complete Form 184 - Application for Crown Land.

3. \$50.00 application fee in the form of a cheque or money order made payable to the Minister of Finance and Corporate Relations.

O.K.

- OK.
4. Copy of State of Title for the upland property unless the upland is Crown. Copies of all plans described in the Title must be enclosed.
  5. Written consent of the upland owner if the name on the application is different than that shown on the Title.
  6. Location Sketch which shows the site in relation to a town, city or major geographical feature (see example attached).
  7. Site Plan drawn to scale showing:
    - (a) boundaries of the application area, in relation to other survey data or topographic features;
    - (b) location of all proposed improvements.
  8. Preliminary Development Plan - A written and/or graphic description of the proposal, including a schedule of development.

PLEASE  
SUBMIT

NOTE: If sketches for points 6,7 and 8 (location sketch, site plan & development plan) exceed 11" x 17" in size, we require eight (8) copies of the sketch or sketches with the application.

Copies of the plan of the upland property and a copy of the State of Title can be obtained at the Land Title Office in which the property is registered.

The application forms and a sample of a completed application are enclosed for your reference.

Prior to submitting your application to the B.C. Lands Office which handles the area, please ensure that you have included all required information. You may also wish to contact a land officer to discuss your proposal. This would ensure that there will be no delays in the processing of your application.

- 3 -

Once your application is accepted, you may be required to advertise the application in a local paper and the B.C. Gazette.

If you have any questions or concerns, please call 660-5500.

Yours truly,

*M. Leen*

*for* J. Gerbrandt  
Senior Land Officer

Encl.

AUG 14 1990

CHECKLIST

ENTER APPLICATION

N - New ✓  
R - Renewal         
O - Purchase Option         
P - Prem. Renewal       

RENEWALS  
(Expiries)

NON-PROGRAMMED

S - Misc.         
X - Amendment         
Z - Cleanup         
T - Trespass         
W - Review         
Other       

Form No. 1 ✓  
L43/L184 ✓  
Applic. Fee ✓ (compto.G.)  
Prospectus ✓  
Communications Questionnaire —  
Sketch ✓  
Development Plan Written  
Aqua. Mgmt Plan       

Complete Legal Description

Uns. C. F/s fronting part  
of DL - 3989 G.P.L. Sub.

Upland Owner         
C.T.        Plans        Consent       

File No. 2405043  
Name S.C.R.D.  
Inc. No. —

Tenure Type Li  
Tenure Subtype 01  
Location Ruby Lake  
Parcel Size 0.40 ha  
Purpose (Land Use) 08

Subpurpose 09  
Land Type 3  
Geographic Area D  
Replaces S.U.P. — # —  
Ref. Map No. 92G-071  
INSPECTOR L.S.

Require ?

Examination Sketches —  
Advertising Yes — 90-08-14  
Referrals Yes

Survey Notes —  
Index Cards Yes ✓

Within Provincial Forest? NO  
Acknowledgement to Client Yes — 90-08-14

STATUS Yes — 90-08-14





RECEIVED

AUG 20 1990

S.C.R.D.

Attention: Larry Sorken  
Regional File: 2405043  
Your File:  
Date: August 14, 1990

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

Attn: Bob Patrick

Dear Sirs:

Thank you for your Crown land application received on  
June 14/90 for public boat launching ramp and habitat  
purposes and located at Ramp Road, Ruby Lake Protection

In order that this application be dealt with in the best  
public interest, the Ministry requires the following:

1. advertise once a week for two consecutive weeks in  
a newspaper circulating in the land administration  
district in which the Crown land is situated.
  - (a) file number 2405043 must be shown on the  
advertisement.
  - (b) the newspaper advertisement must include a site  
sketch (sample attached).
  - (c) for aquaculture applications please refer to the  
procedure attached.
2. advertise once in the B. C. Gazette.
  - (a) orders for publication in the B. C. Gazette should  
be forwarded to the address shown on the enclosed  
list of rates and schedules.
  - (b) advertising fees for the B. C. Gazette must be paid  
in advance.
  - (c) when requesting publication by the B. C. Gazette  
a copy of Form No. 1 must be enclosed.  
  
a sample page from the B. C. Gazette is attached.



Province of  
British Columbia

Ministry of  
Forests and Lands

# APPLICATION FOR CROWN LAND

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

\*INDICATE  
JOINT TENANCY  
OR TENANCY  
IN COMMON

OR  
COMPANY  
NAME

ADDRESS  
(\*PROVIDE  
BOTH STREET  
AND MAILING)

SUNSHINE COAST REGIONAL DISTRICT

200251  
**RECEIVED**

JOINT TENANTS ☐  
TENANTS IN  
COMMON ☐

APT NO	STREET NO.	STREET	POST OFFICE BOX NUMBER
			800
CITY - TOWN		PROVINCE	POSTAL CODE
SECHLT		B.C.	VON 3A0
HOME TELEPHONE	BUSINESS TELEPHONE	COMPANY INCORPORATION NO.	DATE STAMP
	885-2261		MINISTRY OF CROWN LANDS LANDS OPERATIONS JUN 14 1990
AGE - 19 YRS. OR OVER	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	CANADIAN CITIZEN	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
RESIDENT IN BRITISH COLUMBIA FOR 2 YEARS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	NON-REFUNDABLE APPLICATION FEE ENCLOSED	

LOCATION  
OF CROWN  
LAND

Railip Road, Ruby Lake.

AREA - HECTARES  
0.40 ha

#401 - 4603 KINGSWAY  
BURNABY, B.C. V5H 4M4

DESCRIPTION

☐ SURVEYED  
GIVE LEGAL  
DESCRIPTION

OR  
☐ UNSURVEYED  
GIVE METES  
AND BOUNDS  
DESCRIPTION

Commencing at the west corner of lot 20, Plan 12076, D.L. 3986, being a point on the high water mark on the east shore of Ruby Lake; thence northwesterly and westerly along said high water mark to an iron pin marking the west northerly northeast corner of lot 39, Plan 15216, D.L. 3984; thence north 20 metres perpendicularly distant from said high water mark to a point on the northwesterly projection of the southern boundary of lot 20, Plan 12076, D.L. 3984.

DATE LAND STAKED  
AS PER FORM 1

APRIL 12, 1990

Thence northwesterly to point of commencement.

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

INTENDED LAND USE AND PERIOD REQUIRED

PUBLIC BOAT LAUNCHING RAMP AND HABITAT PROTECTION

ANY OTHER CROWN LAND HELD  
BY APPLICANT OR SPOUSE

YES ☒ NO ☐

IF YES  
STATE TYPE  
AND TENURE

VARIOUS PARCELS OF CROWN LAND AND  
FORESHORE FOR PARK USE.

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

SUNSHINE COAST REGIONAL DISTRICT

APPLICANT —  
SIGNATURE(S)

DATE JUNE 11, 1990 OCCUPATION (IF INDIVIDUAL(S))

FOR OFFICE USE ONLY

DATE APP REC'D	YR.	MTH.	DAY	REGIONAL OFFICE	APPLICATION IS <input type="checkbox"/> NEW <input type="checkbox"/> REPLACEMENT	FILE NO 2405043	
APPLICATION IS <input type="checkbox"/> LAND ACT		LAND IS IN PROVINCIAL FOREST		YES <input type="checkbox"/> NO <input type="checkbox"/>	PROVINCIAL FOREST	APPLICATION FOR <input type="checkbox"/> AQUATIC <input type="checkbox"/> OTHER LAND	PRELIMINARY ESTIMATE OF LAND VALUE \$
TYPE OF TENURE FOR APPLICATION				REPLACES SUP. <input type="checkbox"/> YES <input type="checkbox"/> NO			
<input type="checkbox"/> LEASE		<input type="checkbox"/> LICENCE OF OCCUPATION		<input type="checkbox"/> EASEMENT RIGHT OF WAY <input type="checkbox"/> CROWN GRANT			

REGIONAL OFFICE COPY

T.A.S. CODING

3. the advertisement must commence within thirty days from the date of this letter.

Ministry of Crown Lands Regional Office,

4. indicate the ~~Land Recording District~~, applicant's name and occupation, legal description and purpose for which the disposition is required.
5. at the end of the advertisement it should also state the following: "Comments concerning this application may be made to the office of the Senior Land Officer, ~~#210-4240~~ ~~Manor Street, Burnaby, B. C., V5G 1B2~~". 401-4603 Kingsway Burnaby, B. C. V5H 4M4
6. when you have finished your advertising please complete the enclosed form LBL88 and return it to this office, along with copies of the advertisements covering both two week periods from the newspaper and one from the B. C. Gazette, confirming that your application has been advertised.

Failure to advertise as requested will result in the disallowance of your application.

Your application will be referred to other concerned Government agencies and examined in the field by the Ministry staff. The field report will then be forwarded, along with form LBL88 to the Regional Director at this same address, for adjudication of your application.

Although there are a series of steps required to process your application, we will try to advise you of our decision within the next 4 months.

No option to acquire this land is granted or implied by filing this application or advertising, as each application is dealt with in the public interest and each on its own merits.

If you have any enquiries or need for further information, please contact this office, quoting the file number and to the attention of LARRY SORKEN.

Yours truly,

*L. S.*

for: J. Gerbrandt  
Senior Land Officer

JG/md  
encls:



File # 2405043

STATUTORY DECLARATION PROVING PUBLICATION  
OF A NOTICE

I, ROBERT PATRICK, of SECHelt, B.C.  
by occupation a PLANNING ASSISTANT, do solemnly declare:--

1. That I have searched the files of The British Columbia Gazette and that I find that a notice similar in purport to that hereto attached was published:

(a) for one issue on SEPTEMBER 20 19 90  
or

(b) once a week for \_\_\_\_\_ consecutive weeks, beginning with that of the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ and ending with that of the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

2. That I have searched the files of the "PRESS",  
a newspaper published at SECHelt, B.C., and that I find that a notice, a true copy of which is hereto attached, was published:

(a) for one issue on \_\_\_\_\_ 19 \_\_\_\_\_  
or

(b) once a week for 2 (TWO) consecutive weeks, beginning with that of the 4<sup>th</sup> day of SEPTEMBER 19 90 and ending with that of the 11<sup>th</sup> day of SEPTEMBER 19 90.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at SECHelt, B.C.

this 25<sup>th</sup> day of SEPTEMBER

A.D. 19 90

Patrick  
(Signature of declarant.)

[Signature]  
Commissioner (or J.P.).  
MUNICIPAL ACT

The attesting official should add to his signature his official character, in full, as Justice of the Peace, Notary Public, or as the case may be.

COMMENTS: (YOUR COMMENTS MAY BE CLOSED TO THE PUBLIC TO JUSTIFY DECISION. ADE.)

A PERMIT WOULD BE REQUIRED FOR ANY WORK  
CUT IN OR R/W

SEE MY LETTER TO SCRD OF Feb 22/90  
RE THIS MATTER.

1007 100  
1007 100  
1007 100

1007 100  
1007 100

(To be completed by referral agency)

## NOTIFICATION OF OUTCOME

(Please use block capitals. Do not write outside space  
provided. Form to be used with 100g envelope.)

Please send notification of outcome to:

NAME

ADDRESS

POSTAL CODE

Page 18 of 114 FNR-2015-52506



Province of  
British Columbia

Ministry of  
Crown Lands

# Land Referral and Notice of Outcome

Attention: L. Sorken

Ministry of Crown Lands  
#401 - 4603 Kingsway  
Burnaby, B.C., V5H 4M4  
660-5500

APPLICANT PROPOSER'S NAME  
**Sunshine Coast Regional  
District, Box 800, Sechelt, B.C.  
V0N 3A0**

FIELD  
OFFICE  
ADDRESS  
AND  
PHONE NO

APPLICATION PROPOSAL  
DATE

90-06-14

REC MAP No.

92G.071

CUR FILE No.

2405043

Ministry of Transportation and Highways  
P.O. Box 740  
Gibsons, B.C.  
V0N 1V0

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

LOCATION OF LAND	Ramp Road, Ruby Lake	RANGE SIZE	0.40	NA
LEGAL DESCRIPTION	Unsurveyed Crown foreshore fronting part of District Lot 3989, Group 1, New Westminster District.			
INTENDED LAND USE AND PERIOD REQUIRED	Public Boat Launching Ramp & Habitat Protection.			
ADDITIONAL INFORMATION RELATED TO THE FOLLOWING IS AVAILABLE ON REQUEST				

AUTHORIZED  
SIGNATORY

*Larry Sorken*  
SIGNATURE

90-08-17

DATE

## RESPONSE SUMMARY

DATE 007.2/90

☐ APPROVAL RECOMMENDED

☐ INTERESTS UNAFFECTED BY PROPOSED USE

☒ APPROVAL RECOMMENDED SUBJECT TO  
CONDITIONS OUTLINED ON REVERSE

☐ APPROVAL NOT RECOMMENDED DUE TO  
REASONS OUTLINED ON REVERSE

☒ PERMIT REQUIRED

☐ WISH TO BE NOTIFIED OF OUTCOME

SIGNED BY

*Debbie Dist. Tech. for RM*  
TITLE

L230 R (04/83)

(To be completed by Lands office)

APPLICANT

CUR FILE No.

LAND LOCATION

APPLICATION IDENTIFIED HEREIN HAS RESULTED IN --

☐ LEASE

☐ LICENSE OF OCCUPATION

☐ INTERIM LICENSE OF OCCUPATION

☐ STATUTORY RIGHT OF WAY

☐ INVESTIGATIVE PERMIT (SECTION 10 LICENSE)

☐ DISALLOWANCE OF APPLICATION

THE TERM OF TENURE IS

COMMENCING

SENIOR EXAMINER

L230 R (04/83)

W-1172

**SUNSHINE COAST  
REGIONAL DISTRICT**

5477 Wharf Road  
Box 800, Sechelt  
British Columbia  
Canada V0N 3A0

TEL: (604) 885 2261  
Tel: (604) 687 5753 (Vanc. Toll Free)  
Fax: (604) 885 7909

January 27, 1992

Ministry of Environment, Lands and Parks  
401 - 4603 Kingsway  
Burnaby, B.C.  
V5H 4M4

MINISTRY OF LANDS AND PARKS  
LANDS OPERATIONS

JAN 30 1992

401 - 4603 KINGSWAY  
BURNABY, B.C. V5H 4M4

Attn: Ms. Pat Smith

Re: Status of S.C.R.D. Applications for Parkland

Currently, the Sunshine Coast Regional District has a number of crown land applications outstanding with the Ministry of Environment, Lands and Parks. The application dates range from June 12, 1990 to August 15, 1991.

After receiving Crown Lands file numbers for the applications, we have proceeded with each application as required by your Ministry. The applications for crown land have been advertised in the local paper and the B.C. Gazette, and a Statutory Declaration (L.B.188) has been returned to the Ministry for each application. The applications for which the S.C.R.D. is awaiting approval include the following:

Crown Lands File	Name	Date of Application
2405043	Ramp Road, Ruby Lake	June 12, 1990
2405169	Mintie Road	Aug. 23, 1990
2405148	Sakinaw Lake Bay	Oct. 18, 1990
2405150	Mixal Lake	Oct. 18, 1990
2405216	Roberts Creek Esplanade	Dec. 21, 1990
2405235	Homesite Creek	Jan. 29, 1991

Also, we have received no confirmation and Crown Lands file number for the following applications:

Name	Date of Application
Soames Hill Park Expansion(Lease)	Aug. 13, 1991
Soames Hill Park Expansion(Grant)	Aug. 13, 1991
Katherine Lake Marsh	Aug. 15, 1991

It would be appreciated if the second group of applications be processed and given file numbers in order that the S.C.R.D. may complete the application process. The S.C.R.D. would also appreciate being informed of the status on the first group of applications which the S.C.R.D. has advertised.



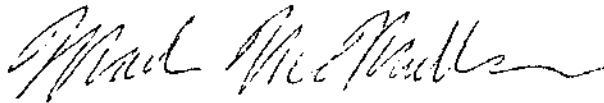
ELECTORAL AREAS: A/ Egmont, Pender Harbour B/ Halfmoon Bay D/ Roberts Creek E/ Elphinstone F/ West Howe Sound.  
MUNICIPALITIES: District of Sechelt / Sechelt Indian Government District / Town of Gibsons



If you require any clarification or assistance in processing the above applications, please call Mark McMullen or Sheane Reid at 885-2261.

We look forward to hearing from your Ministry with regards to the above applications.

Yours truly,

A handwritten signature in cursive script, appearing to read 'Mark McMullen', with a long horizontal flourish extending to the right.

Mark McMullen  
Planning Assistant

F:\wp\01\pln\crown1.mem

File: 2405043

Date: 92-03-04

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

Attention: Mark McMullen

Dear Sir:

Thank you for your letter of January 27, 1992 concerning your outstanding applications.

I am dealing with files 2405043 and 2405216. File 2405169 was reported on and is now on Helen Madden's work ledger.

In regard to file 2405043, foreshore application on Ramp Road in Ruby Lake, the Water Management Branch has some concerns. It is part of what appears

s.13

s.13

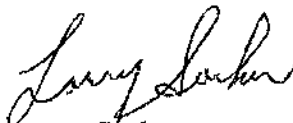
However, there are conflicting legitimate concerns for protection of the water resource and for public access to Ruby Lake.

The Water Management Branch opposes this application but are willing to reconsider their position if they can be assured of protection of the water resource.

Do you wish to discuss this with Valerie Cameron to see if some agreement can be reached?

Please get back to me after you have held this discussion.

Yours truly,



Larry Sorken  
Land Officer

LS:bmp  
ENCL.



Province of  
British Columbia

Ministry of  
Environment,  
Lands and Parks

Lower Mainland Region

Lands Operations Division  
Suite 401, 4603 Kingsway  
Burnaby, B.C.  
V5H 4M4  
Telephone: (604) 660-5500

GST Registration No. R107864738

Your contact is: Pat Smith  
Examiner  
660-5500

Our File: 2405043

1992-03-30

OFFER OF LICENSE

Sunshine Coast Regional District  
P.O. Box 800, 5477 Wharf Road  
Sechelt, British Columbia  
V0N 3A0

Attention: Mark McMullen

Dear Sir:

We are pleased to offer you a License over all that foreshore or land covered by water being part of the bed of Ruby Lake, Group 1, New Westminster District, shown outlined in red on the Legal Description Schedule and containing 0.3619 hectares, more or less (the "Land") for public boat launch and habitat protection purposes.

You can accept this offer by providing us with the following by May 22, 1992.

FEES PAYABLE

Payment of the fees as outlined below:

License Fee.....	\$	1.00	T*
Documentation Fee.....	\$	150.00	T*
GST (7% X \$151.00).....	\$	10.57	
TOTAL.....	\$	161.57	

T\* - denotes GST payable

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

ENTERED  
MAR 31 1992

## LIABILITY INSURANCE

A Certificate of Insurance, in the attached form, confirming that:

1. You have obtained a comprehensive general liability insurance policy with a limit of \$1,000,000.00 per occurrence;
2. Her Majesty the Queen in Right of the Province of British Columbia, her employees, servants and agents are a named insured on the policy; and
3. The policy includes cross-liability and blanket contractual liability clauses or endorsements.

## SIGNING OF DOCUMENTS

In the spaces provided on the signature page, please sign all of the License documents and have your signature(s) witnessed. Return all copies to this office and an originally executed copy will be sent back to you.

If you accept this offer, you agree that:

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

If you accept this offer, you confirm that:

- A. You (or your authorized representative) have inspected the Land and are fully aware of its condition;
- B. You have knowledge of all municipal and regional bylaws regulating the use and development of the Land;
- C. Time is of the essence;
- D. You are a Canadian citizen or permanent resident of Canada and are 19 years of age or older.

This offer expires if you do not accept it within the time period stated.

For your information, please note the following:

You will apply for a permit from the Ministry of Transportation and Highways prior to any construction that is within their right-of-way.

If you have any questions, please contact Pat Smith at 660-5500.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'MS' or 'MSL' with a stylized flourish at the end.

Authorized Representative

**SUNSHINE COAST  
REGIONAL DISTRICT**

5477 Wharf Road  
Box 800, Sechelt  
British Columbia  
Canada V0N 3A0

Tel: (604) 885 2261  
Tel: (604) 687 5753 (Vanc. Toll Free)  
Fax: (604) 885 7909

P



April 27, 1992

Lands Operations Division  
Suite 401, 4603 Kingsway  
Burnaby, B.C.  
V5H 4M4

Attn: Pat Smith

Re: Ramp Road License of Occupation - File 2405043

Dear Ms. Smith:

Please find enclosed three copies of the License Agreement, liability insurance documentation and a cheque for the applicable fees to the amount of \$161.57.

Sincerely,

Mark McMullen  
Planning Assistant

Enclosures

/mm

COMP. ENT'D APR 29 1992

20 30492

161.57

28

Now 150.00  
GST 10.57  
License 1.00





**Municipal Insurance Association  
of British Columbia**

Certificate: 0003

**MEMBERSHIP CERTIFICATE AND  
EVIDENCE OF LIABILITY PROTECTION**

This is to certify that the Insured Party specified is a subscriber of the MIA for the Agreement Period shown on the Declarations Page of the Liability Protection Agreement. This Membership Certificate is issued for the Coverage Period set out below in accordance with the application filed with and accepted by the Association.

**INSURED PARTY:** Sunshine Coast Regional Dist.

**COVERAGE PERIOD:** January 1, 1992 to January 1, 1993 Standard Time  
at the address of the insured party.

**COVERAGE A:** Bodily Injury, Personal Injury, and/or Property Damage  
Liability. Limit of Liability \$1,000,000 per Occurrence.

**COVERAGE B:** Errors and Omissions Liability.  
Limit of Liability \$1,000,000 per Occurrence.  
This coverage (B) is afforded on a "claims made" basis.

**COVERAGE C:** Supplementary Payments: Defence and Other Costs.

**DEDUCTIBLE:** Coverages A, B, or C: \$10,000

**POOL MEMBERSHIP:** Group C

**ASSESSMENT:** \$ 25,309

**ADDITIONAL NAMED INSURED**

A) The City of Nanaimo: with respect to the use of the Nanaimo Fire Department Training Centre  
by the Regional District.

*In witness whereof, this Certificate has  
been executed this December 19, 1991  
by the Municipal Insurance Association  
of British Columbia in Richmond, B.C.*

\_\_\_\_\_  
Attorney-in-fact



Municipal Insurance Association  
of British Columbia

Certificate: X0003

## EXCESS LIABILITY PROTECTION CERTIFICATE

This is to certify that the Insured Party specified is a subscriber of the MIA for the Agreement Period shown on the Declarations Page of the Excess Liability Protection Agreement. This Certificate is issued for the Coverage Period set out below in accordance with the membership application filed with and accepted by the Association.

<b>INSURED PARTY:</b>	Sunshine Coast Regional Dist.
<b>COVERAGE PERIOD:</b>	January 1, 1992 to January 1, 1993 Standard Time at the address of the insured party.
<b>COVERAGE A:</b>	Bodily Injury, Personal Injury, and/or Property Damage Liability. Limit of Liability \$4,000,000 per Occurrence, in excess of the first \$1,000,000 per Occurrence.
<b>COVERAGE B:</b>	Errors and Omissions Liability. Limit of Liability \$4,000,000 per Occurrence, in excess of the first \$1,000,000 per Occurrence. This coverage (B) is afforded on a "claims made" basis.
<b>ADDITIONAL NAMED INSURED:</b>	As identified on individual subscribers' certificates under the Liability Protection Agreement.
<b>EXCESS ASSESSMENT:</b>	As arranged by the Municipal Insurance Association of British Columbia.
<b>EXCLUSIONS:</b>	<ul style="list-style-type: none"><li>• Personal Property in the Care, Custody and Control of the Insured</li><li>• Malpractice Exclusion - Applicable to Medical Doctors</li><li>• Pollution Exclusion - Limited coverage on a reporting basis.</li></ul>

*In witness whereof, this Certificate has been executed this December 19, 1991 by the Municipal Insurance Association of British Columbia in Richmond, B.C.*

  
\_\_\_\_\_  
Attorney-in-fact





Province of  
British Columbia

Ministry of  
Environment,  
Lands and Parks  
LANDS OPERATIONS

Lower Mainland Region  
Suite 401, 4603 Kingsway  
Burnaby  
British Columbia  
V5H 4M4  
Telephone: (604) 660-5500  
Fax: (604) 660-5538

File: 2405043

Date: 92-04-30

Sunshine Coast Regional District  
P.O. Box 800  
5477 Wharf Road  
Sechelt, B.C.  
VON 3A0

Dear Sir:

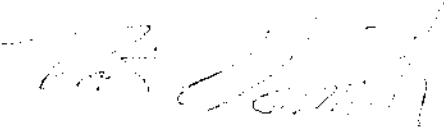
It is my pleasure to enclose your original copy of License of Occupation No. 234953 duly executed on behalf of the Regional Director.

The License is issued for a term of ten (10) years commencing May 25, 1992, for public boat launch and habitat protection purposes at the rental of \$1.00 for the term.

This License of Occupation covers all that foreshore or land covered by water being part of the bed of Ruby Lake, Group 1, New Westminster District as shown outlined in red on the sketch attached and containing 0.3619 hectares, more or less.

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

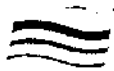
Yours truly,

  
Pat E. Smith  
Examiner

PES:df

Enclosure

cc: B.C. Assessment Authority, N/Shore-Squamish Valley  
Surveyor General Branch, Victoria, B.C.



# Assets & Land Corporation

An agency of the government of British Columbia

File: 2405043

DSP 181131

January 14, 2002

IP 8762

Sunshine Coast Regional District  
PO Box 800, 5477 Wharf Rd  
Sechelt BC V0N 3A0

234953

Dear Sunshine Coast Regional District:

**Re: License No. 234953, covering unsurveyed foreshore or land covered by water being part of the bed of Ruby Lake, Group 1, New Westminster District, issued for public boat launch and habitat protection purposes**

Your license agreement described above will expire on May 24, 2002.


If you wish to apply for a replacement tenure, the following needs to be delivered to our office by March 11, 2002.

1. Completed Application for Crown Land (enclosed);
2. A non-refundable application fee in the amount of \$50.00 plus 7% GST for a total of \$53.50, payable to British Columbia Assets and Land Corporation;
3. A current site plan drawn to scale showing the boundaries of the application area in relation to survey evidence and the location of all improvements;
4. Written consent from the Ministry of Transportation as upland ownery, indicating the term and purpose for which the consent is given.

Please note, additional information and/or documentation may be required.

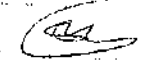
If you do not wish to apply for a replacement tenure, complete the attached form and return it to our office by March 11, 2002.

Yours truly,

  
Carol Johnson  
Examiner

Chw. 5/26/4

234953

53.50  


Encl.



*British Columbia*  
**Assets & Land Corporation**

*An agency of the government of British Columbia*

File: 2405043

January 14, 2002

Sunshine Coast Regional District  
PO Box 800, 5477 Wharf Rd  
Sechelt BC V0N 3A0

Dear Sunshine Coast Regional District:

**Re: License No. 234953, covering unsurveyed foreshore or land covered by water being part of the bed of Ruby Lake, Group 1, New Westminster District, issued for public boat launch and habitat protection purposes**

Your license agreement described above will expire on May 24, 2002.


If you wish to apply for a replacement tenure, the following needs to be delivered to our office by March 11, 2002.

1. Completed Application for Crown Land (enclosed);
- ✓ 2. A non-refundable application fee in the amount of \$50.00 plus 7% GST for a total of \$53.50, payable to British Columbia Assets and Land Corporation;
3. A current site plan drawn to scale showing the boundaries of the application area in relation to survey evidence and the location of all improvements;
- ✓ 4. Written consent from the Ministry of Transportation as upland ownery, indicating the term and purpose for which the consent is given.

Please note, additional information and/or documentation may be required.

If you do not wish to apply for a replacement tenure, complete the attached form and return it to our office by March 11, 2002.

Yours truly,

  
Carol Johnson  
Examiner

Encl.

File: 2405043

British Columbia Assets  
and Land Corporation  
200 – 10428 153<sup>rd</sup> Street  
Surrey BC V3R 1E1

**Re: Application for replacement of License No. 234953, covering unsurveyed foreshore or land covered by water being part of the bed of Ruby Lake, Group 1, New Westminster District, issued for public boat launch and habitat protection purposes**

I/we do not wish to apply for replacement of the agreement noted above.

---

Signature

---

Date

**SUNSHINE COAST  
REGIONAL DISTRICT**

5477 Wharf Road  
Box 800, Sechelt  
British Columbia  
Canada V0N 3A0

Tel: (604) 885 2261  
Fax: (604) 885 7909  
Fax: (604) 885 8890 (Building Dept.)  
Web Site: [www.scrd.bc.ca](http://www.scrd.bc.ca)



January 23, 2002

**FILE COPY**

Max Walker, Manager Development  
Ministry of Transportation  
200-1065 Columbia Street  
New Westminster, BC V3M 6H7

Dear Mr. Walker:

**Re: Renewal of the Sunshine Coast Regional District's Licence of Occupation File  
No. 2405043 with BCAL at Ruby Lake**

The Regional District is in the process of renewing its 10-year Foreshore Licence of Occupation File No. 2405043 with BC Assets and Land Corp. (BCAL) for a public boat launch site at Ruby Lake. Please see attached location map. The Regional District has held this licence area since 1992 and wishes to continue to do so.

The foreshore licence area fronts a public road and therefore the Ministry of Transportation is the upland owner of the foreshore licence area. In order to fulfil BCAL's requirements, the Regional District requires that the Ministry of Transportation provide written consent that the 10 year term and public boat launch use of the licence area is permitted.

Please contact me if you have any questions.

Regards,

A handwritten signature in dark ink, appearing to read "T. Fortin", written in a cursive style.

Teresa Fortin  
Planning Technician

Attachment

H:\WP\2002\01\PLN\mot letter re 2405043 ruby lake.doc



File: 1-6-19324

February 1, 2002

Sunshine Coast Regional District  
Box 800  
Sechelt, BC V0N 3A0

Attention: Teresa Fortin

Dear Ms Fortin:

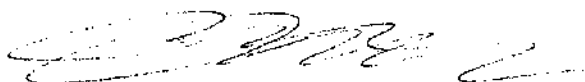
**Re: Ruby Lake - License of Occupation - No. 2405043**

While this Ministry has no objection in principle to the renewal of the Foreshore License of Occupation for the Ruby Lake public boat launch site, the Ministry is concerned that the users of the boat launch expect the Ministry to repair potholes or depressions which develop in the boat launch approach. The potholes or depressions are not located on the surface of Ramp Road but are in the area of road right-of-way used for the launch approach.

It is this Ministry's position that the boat launch approach shall be treated as any other driveway joining a public road. All repairs required on driveways are the responsibility of the land owner/occupier. Consequently, the costs of any future repairs necessary on the boat launch approach must be borne by the Regional District.

Should you have any questions, please do not hesitate to contact me directly at 604 660-8309.

Yours truly,



D.M. (Max) Walker  
Manager, Development  
e-mail: max.walker@gems1.gov.bc.ca

Don Legault, Area Manager  
Tyler Brown, BC Assets and Land Corp.



BRITISH  
COLUMBIA

Ministry of Environment,  
Lands and Parks

APPLICATION FOR CROWN  
LAND & STAKING NOTICE  
Land Act

NAME(S) OF INDIVIDUALS (PLEASE PRINT IN FULL)	JOINT TENANTS <input type="checkbox"/>
<u>SUNSHINE COAST REGIONAL DISTRICT</u>	TENANTS IN COMMON <input type="checkbox"/>
COMPANY OR SOCIETY NAME	

APT. NO.	STREET ADDRESS <u>5477 WHARF RD</u>		POST OFFICE BOX NUMBER <u>BOX 800</u>
CITY/TOWN <u>SECHMET</u>	PROVINCE <u>BC</u>		POSTAL CODE <u>V2N 3A0</u>
HOME PHONE	BUS. PHONE	FAX NUMBER	COMPANY OR SOCIETY INCORPORATION NUMBER
AGE: 19 OR OVER YES <input type="checkbox"/> NO <input type="checkbox"/>			NON-REFUNDABLE APPLICATION FEE ENCLOSED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
CANADIAN CITIZEN YES <input type="checkbox"/> NO <input type="checkbox"/>			
LOCATION OF CROWN LAND <u>FORESHORE OF GUBY LAKE FRONTING RAMP RD, DL</u>	AREA IN HECTARES <u>0.3619 ha</u> <u>3929</u>		

LEGAL OR BOUNDARY DESCRIPTION:

A) IF SURVEYED, GIVE LEGAL DESCRIPTION: \_\_\_\_\_

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

COMMENCING AT A POST PLANTED SEE ATTACHED MAP

THEN \_\_\_\_\_ METRES IN A \_\_\_\_\_ DIRECTION; THEN \_\_\_\_\_ METRES IN A \_\_\_\_\_ DIRECTION;

THEN \_\_\_\_\_ METRES IN A \_\_\_\_\_ DIRECTION; THEN \_\_\_\_\_ METRES IN A \_\_\_\_\_ DIRECTION;

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

INTENDED LAND USE AND PERIOD OF OCCUPATION REQUIRED: <u>PUBLIC BOAT LAUNCH</u>	
ANY OTHER CROWN LAND HELD BY APPLICANT: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES, STATE TYPE AND TENURE NUMBER: <u>UPON REQUEST</u>	
I hereby certify that all information given in this application for Crown Land and Staking Notice is true and correct, and that I am an authorized agent or signatory (if company)	
Applicant's signature(s) Signature <u>[Signature]</u>	Date: <u>February 28, 2002</u>
Information contained in this application is public. Please see reverse for Freedom of Information and Protection of Privacy legislation	
FOR OFFICE USE ONLY	
FILE NUMBER: <u>2405043</u>	TAS CODING _____
CLA PROJECT # _____	

15-Feb-02

OCC#2405043L Licence Renewal w/BCAL for Ruby Lake Boat Launch

36

53.50

TOTAL

53.50

Please Detach Before Cashing

THIS CHEQUE CONTAINS A SECURITY WATERMARK ON REVERSE - HOLD AT AN ANGLE TO VIEW



# SUNSHINE COAST REGIONAL DISTRICT

BOX 800, SECHULT, B.C. V0N 3A0  
PHONE (604) 885-2261

BANK OF MONTREAL  
CORNER COWRIE STREET & WHARF  
SECHULT, B.C. V0N 3A0

s.16,s.17

DATE

05-Mar-02

53 Dollars and 50 Cents.

NET AMOUNT

\*\*\*\*\*53.50

THE SUM OF

B.C. ASSETS AND LAND CORP.

ACCOUNTS RECEIVABLE  
#200-10428 153 STREET  
SURREY BC V3R 1E1

SUNSHINE COAST REGIONAL DISTRICT

PER

CHAIRMAN

PER

TREASURER

s.16,s.17

THEN \_\_\_\_\_ METRES IN A \_\_\_\_\_ DIRECTION; THEN \_\_\_\_\_ METRES IN A \_\_\_\_\_ DIRECTION;  
THEN \_\_\_\_\_ METRES IN A \_\_\_\_\_ DIRECTION; THEN \_\_\_\_\_ METRES IN A \_\_\_\_\_ DIRECTION;  
DATE LAND STAKED: \_\_\_\_\_ PLEASE ATTACH A MAP OR SKETCH SHOWING THE AREA

INTENDED LAND USE AND PERIOD OF OCCUPATION REQUIRED:

PUBLIC BOAT LAUNCH

ANY OTHER CROWN LAND HELD BY APPLICANT:

YES ☒ NO ☐

IF YES, STATE TYPE AND TENURE NUMBER:

UPON REQUEST

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

Applicants signature(s):

Signature:

Date:

February 28, 2002

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

FOR OFFICE USE ONLY

FILE NUMBER:

2405043

TAS CODING:

CLA PROJECT #



**SUNSHINE COAST  
REGIONAL DISTRICT**

5477 Wharf Road  
Box 800, Sechelt  
British Columbia  
Canada V0N 3A0

Tel: (604) 885 2261  
Fax: (604) 885 7909  
Fax: (604) 885 8890 (Building Dept.)  
Web Site: [www.scrd.bc.ca](http://www.scrd.bc.ca)



March 1, 2002

**RECEIVED**

MAR 12 2002

Carol Johnson, Examiner  
BC Assets and Land Corporation  
200 - 10428 153<sup>rd</sup> Street  
Surrey, BC V3R 1E1

BC ASSETS & LAND CORPORATION

FILE No. ....

Dear Mr. Johnson:

**Re: Renewal of the Sunshine Coast Regional District's Licence of Occupation File  
No. 2405043 at Ruby Lake**

The Regional District would like to proceed with renewing its Licence of Occupation at Ruby Lake. Please find accompanying this letter:

1. A completed Crown land application form;
2. A cheque to cover the \$53.30 BCAL application fee;
3. A copy of a site plan to scale; and
4. A copy of a letter from Max Walker of Ministry of Transportation (MOT) dated February 1, 2002 responding to the Regional District's letter dated January 23, 2002 (also enclosed) regarding consent from MOT for the Regional District's Licence of Occupation renewal.

Please contact me if you have any questions.

Regards,

*T Fortin*  
Teresa Fortin  
Planning Technician

*INV. 52774*

**RECEIVED**

Attachments

H:\WP\2002\02\PLN\bcsl letter re 2405043 ruby lake.doc

*53.50*

*KJ*

*File #: 2405043  
Disp #: 181131  
IP #: 8762*





Ministry of Sustainable  
Resource Management

Land and Water British Columbia Inc.  
200-10428 153 St  
Surrey, BC V3R 1E1

Telephone No: 604) 586-4412  
Facsimile No: 604) 586-4434

GST Registration No: R107864738

Your contact is: Carol Johnson

Our file: 2405043

### TENURE OFFER

May 13, 2002

Sunshine Coast Regional District  
PO Box 800  
5477 Wharf Rd  
Sechelt, BC V0N 3A0

MAY 10 2002

ENTERED

Dear Sunshine Coast Regional District:

#### **Re: Your Application for a Tenure over Crown Land**

Your application for a licence for public boat launch and habitat protection purposes over:

unsurveyed foreshore or land covered by water being part of the bed of Ruby Lake, Group 1, New Westminster District, containing 0.3619 hectares, more or less

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

This is to replace License No. 234953, which will expire May 25, 2002.

#### **Deadline for Your Acceptance of this Offer**

This offer may be accepted by you no later than 4:00 p.m. on July 15, 2002 (unless this deadline is extended in writing by us). To accept this offer, you must complete and return to us the enclosed acceptance page by that time. If you do not wish to accept this offer, please check the applicable box on the acceptance page and sign and return the page to us so that we may record your rejection of our offer.

## 1. Conditions of Offer

Enclosed are three copies of your licence. If you accept this offer by returning the acceptance page to us within the time set out above, you must then execute and return these documents to us on or before July 15, 2002 together with all of the following:

### Monies Payable

You must deliver to us the following amounts:

Licence Fee	*\$	1.00
Documentation Fee	*\$	150.00
GST Total	\$	<u>10.57</u>
<b>Total Fees Payable</b>	<b>\$</b>	<b><u>161.57</u></b>

\* denotes GST payable

Your cheque or money order must be payable to Land and Water British Columbia Inc. and be delivered to 200-10428 153 St Surrey, BC V3R 1E1. Please quote our file number when sending us your payment.

The enclosed tenure documents must **all** be signed in the spaces provided on the signature page by persons authorized to sign on behalf of the municipality. **Return all copies to us.**

If you sign the licence documents and return them to us on or before July 15, 2002 (unless this deadline is extended in writing by us), together with each of the items listed in this section, the licence documents will be signed on behalf of the Province. We will then return an executed copy of the licence to you. If the licence documents and each of the items listed in this section are not returned to us on or before July 15, 2002, we will be under no further obligation to issue the licence to you and this offer will terminate.

## 2. Acknowledgments of the Applicant

By accepting this offer, you agree that:

- (a) This offer cannot be transferred to another person.
- (b) This offer and the licence do not guarantee that
  - (i) the Land is suitable for your proposed use,
  - (ii) the Land can be built on,
  - (iii) there is access to the Land, or
  - (iv) the Land is not susceptible to flooding or erosion.

- 3 -

- (c) This offer will survive the signing and issuance of the licence but if any contradiction exists between the terms of this offer and the licence, the terms of the licence will prevail.
- (d) This offer does not give you any right to use or occupy the Land for any purpose.
- (e) Under the *Land Act*, this offer is not binding upon the Province until the licence is signed by the Province.
- (f) Time is of the essence in this offer.

### 3. Your Representations

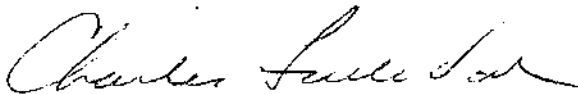
By accepting this offer, you confirm that:

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

### Freedom of Information

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

Yours truly,



Authorized representative

**Acceptance of Offer of licence**

File No. 2405043

Land and Water British Columbia Inc.  
200 -10428 153 St  
Surrey, BC V3R 1E1

Dear Carol Johnson:

**Re: Application for licence**

- ☐ I/We accept the offer of licence made to me/us by way of a letter dated May 13, 2002 from the Ministry of Sustainable Resource Management as represented by Land and Water British Columbia Inc. and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.
- ☐ I/We do not accept the offer of licence made to me/us by way of a letter dated May 13, 2002 from the Ministry of Sustainable Resource Management as represented by Land and Water British Columbia Inc.

DATED the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Applicant's signature/Applicant's  
representative's signature

\_\_\_\_\_  
Applicant's signature/Applicant's  
representative's signature

\_\_\_\_\_  
Print name of person signing

\_\_\_\_\_  
Print name of person signing

**Acceptance of Offer of licence**

File No. 2405043

Land and Water British Columbia Inc.  
200 -10428 153 St  
Surrey, BC V3R 1E1

Dear Carol Johnson:

**Re: Application for licence**

- ☒ I/We accept the offer of licence made to me/us by way of a letter dated May 13, 2002 from the Ministry of Sustainable Resource Management as represented by Land and Water British Columbia Inc. and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.
- ☐ I/We do not accept the offer of licence made to me/us by way of a letter dated May 13, 2002 from the Ministry of Sustainable Resource Management as represented by Land and Water British Columbia Inc.

DATED the 17 of May, 2002

Paul Thompson  
Applicant's signature/Applicant's  
representative's signature

\_\_\_\_\_  
Applicant's signature/Applicant's  
representative's signature

Paul Thompson  
Print name of person signing

\_\_\_\_\_  
Print name of person signing

DATE	REFERENCE	DESCRIPTION / VOUCHER NO.	AMOUNT
24-May-02	FILE#2405043	Licence of occupation renewal for Ruby Lake Ramp-L 153	161.57
		TOTAL	161.57

Please Detach Before Cashing

THIS CHEQUE CONTAINS A SECURITY WATERMARK ON REVERSE - HOLD AT AN ANGLE TO VIEW



## SUNSHINE COAST REGIONAL DISTRICT

BOX 800, SECHLT, B.C. V0N 3A0  
PHONE 604-885-2261

BANK OF MONTREAL  
CORNER COWRIE STREET & WHARF  
SECHLT, B.C. V0N 3A0

s.16,s.17

DATE

03-Jun-02

THE SUM OF

161 Dollars and 57 Cents.

NET AMOUNT

\*\*\*\*\*161.57

## B.C. ASSETS AND LAND CORP.

ACCOUNTS RECEIVABLE  
#200-10428 153 STREET  
SURREY BC V3R 1E1

SUNSHINE COAST REGIONAL DISTRICT

PER

CHAIRMAN

PER

TREASURER

s.16,s.17

RECEIVED

JUN 11 2002

By \_\_\_\_\_  
for \_\_\_\_\_

**SUNSHINE COAST  
REGIONAL DISTRICT**

5477 Wharf Road  
Box 800, Sechelt  
British Columbia  
Canada V0N 3A0

Tel: (604) 885 2261  
Fax: (604) 885 7909  
Fax: (604) 885 8890 (Building Dept.)  
Web Site: www.scrd.bc.ca



June 6, 2002

Carol Johnson, Examiner  
Land and Water BC Inc.  
200 - 10428 153<sup>rd</sup> Street  
Surrey, BC V3R 1E1

**RECEIVED**

JUN 06 2002

Dear Ms. Johnson:

LAND & WATER BRITISH COLUMBIA

CLIFF/FILE No. 9899 CT

**Re: Renewal of the Sunshine Coast Regional District's Licence of Occupation File  
No. 2405043 at Ruby Lake**

The Regional District would like to proceed with renewing its Licence of Occupation at Ruby Lake. Please find accompanying this letter:

1. Three signed copies of the tenure documents (Disposition No. 819803) and
2. A cheque to cover the \$161.57 LWBC application fee.

Please contact me if you have any questions.

Regards,

A handwritten signature in cursive script, appearing to read "T. Fortin".

Teresa Fortin  
Planning Technician

Attachments

H:\WPA2002\05\PLN\bcsl letter re 2405043 ruby lake2.doc

**RECEIVED**

JUN 06 2002

LAND & WATER BRITISH COLUMBIA

CLIFF/FILE No. \_\_\_\_\_







Ministry of Sustainable  
Resource Management

Land and Water British Columbia Inc.  
200-10428 153 St  
Surrey, BC V3R 1E1

Telephone No: 604) 586-4411  
Facsimile No: 604) 586-4444

GST Registration No: 122373046

Your contact is: MAXINE DAVIE

Our file: 2405043

**TENURE OFFER**

August 2, 2002

SUNSHINE COAST REGIONAL DISTRICT  
PO Box 800  
5477 Wharf Road  
Sechelt, BC V0N 3A0

AUG - 1 2002

ENTERED

Dear Sir or Madam:

**Re: Your Application for a Tenure over Crown Land**

Your application for a licence for public boat launch and habitat protection purposes over:

UNSURVEYED FORESHORE OR LAND COVERED BY WATER BEING PART OF  
THE BED OF RUBY LAKE, GROUP 1, NEW WESTMINSTER DISTRICT,  
CONTAINING 0.3619 HECTARES, MORE OR LESS,

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

This is to replace License No. 234953, which expired May 25, 2002.

This Tenure Offer cancels and replaces the Tenure Offer dated May 13, 2002.

We are re-offering the enclosed Licence for a term of two (2) years.

The accounting policy for Nominal Rent Tenures is under review by the Office of the Comptroller General (OCG); hence, the tenure term and pricing may be subject to change upon renewal. A shorter term tenure is warranted pending the outcome of this review. We understand the importance to you of having this agreement in place and thank you for your consideration during this short interim.

## Deadline for Your Acceptance of this Offer

This offer may be accepted by you no later than 4:00 p.m. on September 30, 2002 (unless this deadline is extended in writing by us). To accept this offer, you must complete and return to us the enclosed acceptance page by that time. If you do not wish to accept this offer, please check the applicable box on the acceptance page and sign and return the page to us so that we may record your rejection of our offer.

### 1. Conditions of Offer

Enclosed are three copies of your licence. If you accept this offer by returning the acceptance page to us within the time set out above, you must then execute and return these documents to us on or before September 30, 2002 together with all of the following:

#### Monies Payable

You must deliver to us the following amounts:

Licence Fee	*\$	1.00
Documentation Fee	*\$	150.00
GST Total	\$	<u>10.57</u>
Sub Total	\$	161.57
Less Fees Paid	\$	<u>161.57</u>
<b>Total Fees Payable</b>	\$	<b><u>0.00</u></b>

\* denotes GST payable

Your cheque or money order must be payable to Land and Water British Columbia Inc. and be delivered to 200-10428 153 St Surrey, BC V3R 1E1. Please quote our file number when sending us your payment.

The enclosed tenure documents must **all** be signed in the spaces provided on the signature page by persons authorized to sign on behalf of the municipality. **Return all copies to us.**

If you sign the licence documents and return them to us on or before September 30, 2002 (unless this deadline is extended in writing by us), together with each of the items listed in this section, the licence documents will be signed on behalf of the Province. We will then return an executed copy of the licence to you. If the licence documents and each of the items listed in this section are not returned to us on or before September 30, 2002, we will be under no further obligation to issue the licence to you and this offer will terminate.

## 2. Acknowledgments of the Applicant

By accepting this offer, you agree that:

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

## 3. Your Representations

By accepting this offer, you confirm that:


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

## Freedom of Information

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

- 4 -

Yours truly,

A handwritten signature in black ink, appearing to be "S. 7/11/11" or similar, written in a cursive style.

Authorized representative

**Acceptance of Offer of Licence**

File No. 2405043

Land and Water British Columbia Inc.  
200-10428 153 Street  
Surrey, BC V3R 1E1

Dear MAXINE DAVIE:

**Re: Application for Licence**

- ☐ I/We accept the offer of licence made to me/us by way of a letter dated August 2, 2002 from the Ministry of Sustainable Resource Management as represented by Land and Water British Columbia Inc. and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.
- ☐ I/We do not accept the offer of licence made to me/us by way of a letter dated August 2, 2002 from the Ministry of Sustainable Resource Management as represented by Land and Water British Columbia Inc.

DATED the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Applicant's signature/Applicant's  
representative's signature

\_\_\_\_\_  
Applicant's signature/Applicant's  
representative's signature

\_\_\_\_\_  
Print name of person signing

\_\_\_\_\_  
Print name of person signing



**Land and Water  
British Columbia Inc.**

*A corporation of the government of British Columbia*

File: 2405043

October 25, 2002

Sunshine Coast Regional District  
PO Box 800  
5477 Wharf Road  
Sechelt, BC V0N 3A0

Dear Sir or Madam:

**Re: Tenure Offer dated August 2, 2002**

On August 2, 2002 you were offered a Licence over unsurveyed foreshore or land covered by water being part of the bed of Ruby Lake, Group 1, New Westminster District, containing 0.3619 hectares, more or less, for public boat launch and habitat protection purposes. The preconditions of the Tenure Offer have not been satisfied to date.

The Tenure Offer is hereby extended for a further 30 days from the date of this letter. Please ensure all requirements of the Tenure Offer are delivered to our office by November 25, 2002, or the offer will be rescinded and become null and void.

If you are unable to meet the new deadline please call me at (604) 586-4411. If you have already forwarded the requirements please ignore this letter and accept my thanks

Yours truly,

Maxine Davie  
Examiner



**SUNSHINE COAST  
REGIONAL DISTRICT**

5477 Wharf Road  
Box 800, Sechelt  
British Columbia  
Canada V0N 3A0

Tel: (604) 885 2261  
Fax: (604) 885 7909  
Fax: (604) 885 8890 (Building Dept.)  
Web Site: www.scrd.bc.ca



November 7, 2002

Maxine Davie  
Land & Water BC  
200 - 10428 153rd Street  
Surrey, BC V3R 1E1

Dear Ms. Davie:

**Re: Renewal of Ruby Lake Licence of Occupation 2405043**

Please find accompanying this letter:

- 1) Three signed copies of the tenure offer. Please note that I have added "dock" to Article 2.1; and
- 2) A signed Acceptance of Offer of Licence.

Please contact me if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "T. Fortin".

Teresa Fortin  
Planning Technician

Enclosures

H:\WP\2002\1\PLN\rubyklicence renewal lwbeletter.doc

2002 NOV 11 10:11 AM

2002 NOV 11 10:11 AM





**Land and Water  
British Columbia Inc.**

*A corporation of the government of British Columbia*

File: 2405043

November 14, 2002

Teresa Fortin  
Sunshine Coast Regional District  
PO Box 800  
5477 Wharf Road  
Sechelt, BC V0N 3A0

NOV 14 2002

ENTERED

Dear Ms. Fortin:

It is my pleasure to enclose your original copy of Licence No. 238307 duly executed on behalf of the Minister, replacing Licence No. 234953, which expired on May 24, 2002.

The Licence is issued for a term of two (2) years commencing May 25, 2002 for the purpose of operating and maintaining a public boat launch, dock and for habitat protection at the rental of \$1.00 for the term.

This Licence covers unsurveyed foreshore or land covered by water being part of the bed of Ruby Lake, Group 1, New Westminster District, containing 0.3619 hectares, more or less.

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

Yours truly,

Maxine E. Davie  
Portfolio Administrator

Encl.

cc: Ministry of Sustainable Resource Management  
Registries and Resource Information Division, Land Tenures  
BC Assessment Authority, N. Shore/Squamish Valley





**Acceptance of Offer of Licence**

File No. 2405043

Land and Water British Columbia Inc.  
200-10428 153 Street  
Surrey, BC V3R 1E1

Dear MAXINE DAVIE:

**Re: Application for Licence**




I/We accept the offer of licence made to me/us by way of a letter dated August 2, 2002 from the Ministry of Sustainable Resource Management as represented by Land and Water British Columbia Inc. and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.



I/We do not accept the offer of licence made to me/us by way of a letter dated August 2, 2002 from the Ministry of Sustainable Resource Management as represented by Land and Water British Columbia Inc.

DATED the 4th of NOVEMBER, 2002

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

BRIAN CHAMBERS  
Print name of person signing

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

DON MURRAY  
Print name of person signing



**Land and Water  
British Columbia Inc.**  
*A corporation of the government of British Columbia*

Our File: 2405043

February 3, 2004

Teresa Fortin  
Sunshine Coast Regional District  
PO Box 800  
5477 Wharf Rd  
Sechelt BC V0N 3A0

Dear Teresa Fortin:

**Re: License No. 238307 covering unsurveyed foreshore or land covered by water being part of the bed of Ruby Lake, Group 1, New Westminster District, issued for public boat launch, dock and habitat protection purposes**

We are offering the enclosed Modification Agreement to amend the term of License No. 238307 from 2 years to 4 years because the accounting policy for Nominal Rent Tenures is still under review by the Office of the Comptroller General (OCG). The tenure term and pricing may be subject to change upon renewal.

Please sign both copies of the enclosed Modification Agreement in the spaces provided on the signature page and return both copies to our office on or before April 5, 2004.

If you have any questions regarding this information, do not hesitate to contact me at 604-586-4412.

Yours truly,

Alec Drysdale  
A/Land and Water Manager

CJ

Encl.





*Land and Water*  
**British Columbia Inc.**  
A corporation of the government of British Columbia

Our File 2405043

February 24, 2004

Teresa Fortin  
Sunshine Coast Regional District  
PO Box 800  
5477 Wharf Rd  
Sechelt BC V0N 3A0

Dear Teresa Fortin:

It is my pleasure to enclose your original copy of the Modification Agreement dated for reference February 3, 2004 duly executed on behalf of the Minister.

The Modification Agreement amends the term of License No. 238307 to 4 years commencing May 25, 2002.

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

Yours truly,

  
Carol Johnson  
Portfolio Administrator

Encl.

pc: BC Assessment Authority, N. Shore/Squamish Valley

FEB 24 2004

ENTERED



**SUNSHINE COAST  
REGIONAL DISTRICT**

5477 Wharf Road  
Box 800, Sechelt  
British Columbia  
Canada V0N 3A0

Tel: (604) 885 2261  
Fax: (604) 885 7909  
Fax: (604) 885 8890 (Building Dept.)  
Web Site: [www.scrd.bc.ca](http://www.scrd.bc.ca)



February 20, 2004

Alec Drysdale  
Land and Water British Columbia Inc.  
200-10428 153<sup>rd</sup> Street  
Surrey, BC V3R 1E1

RECEIVED

FEB 19 2004

LAND & WATER BRITISH COLUMBIA

CLERK/FILE NO. 04206AD

Dear Mr. Drysdale:

**Re: Licence of Occupation 238307 (File 2405043) held by the Sunshine Coast  
Regional District for Public Boat Launch, Dock and Habitat Protection  
located on Ruby Lake.**

Please find accompanying this letter, two signed copies of the Modification Agreement for Licence 238307 which extends the term of licence from two to four years. Please forward a copy of the agreement once it has been signed by your agency.

Please contact me if you have any questions, or require further information.

Regards,

A handwritten signature in dark ink, appearing to read "T. Fortin", is written over a horizontal line.

Teresa Fortin  
Planning Technician

Attachment

\\Spock\Data\WP\2004\02\PLN\2405043\lwbcletter.doc





File: 2405043

January 24, 2006

Sunshine Coast Regional District  
1975 Field Road, RR1  
Sechelt, BC V0N 3A1

Dear Sir or Madam:

**Re: Licence No. 238307, covering unsurveyed foreshore or land covered by water being part of the bed of Ruby Lake, Group 1, New Westminster District, issued for operating and maintaining a public boat launch and for dock and habitat protection**

Your Licence agreement described above will expire on May 24, 2006.

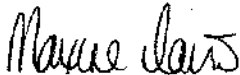
If you wish to apply for a replacement tenure, the following needs to be delivered to our office on or before **March 6, 2006**.

1. Completed Application for Crown Land (enclosed);
2. A current site plan drawn to scale showing the boundaries of the application area in relation to survey evidence and the location of all improvements (only if the improvements have changed from your previous tenure);
3. A current copy of all applicable titles, indicating the total ownership of the upland property immediately adjacent to the application area (unless the upland property is crown land);
4. Copies of all plans described in the titles for the upland property (if applicable);
5. Written consent of all upland owners described in the titles for the upland property, indicating the term and purpose for which the consent is given (unless you are the upland owner);
6. A copy of the Council Resolution in favour of replacing Licence 238307, the resolution should indicate the length of term approved.

The replacement application fee in the amount of \$200.00 plus 7% GST for a total of \$214.00, will be requested when we offer a new licence to you. Please note, additional information and/or documentation may be required.

If you do not wish to apply for a replacement tenure, complete the attached form and return it to our office by **March 6, 2006**.

Yours truly,



Maxine E. Davie  
Senior Portfolio Administrator

Enclosure

File: 2405043

Maxine Davie  
Integrated Land Management Bureau  
Ministry of Agriculture and Lands  
#200 – 10428 – 153<sup>rd</sup> Street  
Surrey, BC  
V3R 1E1

**Re: Application for the replacement of Licence No. 238307**

I/we do not wish to apply for replacement of the agreement noted above.

---

Signature

---

Date



MASTER FILE COPY

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

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

GST Registration No: R107864738

Your contact is: Linda Warnick

Our file: 2405043

### **TENURE OFFER**

February 22, 2006

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

Dear Sir or Madam:

**Re: Your Application for a Tenure over Crown Land**

Your application for a licence for public boat launch, dock and habitat protection purposes over:

**UNSURVEYED FORESHORE OR LAND COVERED BY WATER BEING PART OF  
THE BED OF RUBY LAKE, GROUP 1, NEW WESTMINSTER DISTRICT,  
CONTAINING 0.3619 HECTARES, MORE OR LESS**

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

This is to replace License No. 238307, which will expire May 25, 2006.

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



**Deadline for Your Acceptance of this Offer**

This offer may be accepted by you no later than 4:00 p.m. on April 24, 2006 (unless this deadline is extended in writing by us). To accept this offer, you must complete and return to us the enclosed acceptance page by that time. If you do not wish to accept this offer, please check the applicable box on the acceptance page and sign and return the page to us so that we may record your rejection of our offer.

**1. Conditions of Offer**

Enclosed are two copies of your licence. If you accept this offer by returning the acceptance page to us within the time set out above, you must then execute and return these documents to us on or before April 24, 2006 together with all of the following:

**Monies Payable**

You must deliver to us the following amounts:

Licence Fee	*\$	1.00	
Application Fee	*\$	200.00	
GST Total	\$	<u>14.07</u>	✓
<b>Total Fees Payable</b>	<b>\$</b>	<b><u>215.07</u></b>	

\* denotes GST payable

Your cheque or money order must be payable to the Minister of Finance and be delivered to 200-10428 153 St Surrey, BC V3R 1E1. Please quote our file number when sending us your payment.

**Additional Requirements**

You must deliver to us on or before April 24, 2006 the written consent of Ministry of Transportation, the upland owner, indicating the term and use described in the attached Licence. Should the term not coincide with the term of the Licence, the Licence will be adjusted to reflect the term of the consent. ✓

You must deliver to us on or before April 24, 2006 a professional map of the licenced area, drawn to scale, showing all improvements. ✓

You must deliver to us on or before April 24, 2006 current pictures of the site. ✓

The enclosed tenure documents must **all** be signed in the spaces provided on the signature page by persons authorized to sign on behalf of the municipality. **Return all copies to us.**

If you sign the licence documents and return them to us on or before April 24, 2006 (unless this deadline is extended in writing by us), together with each of the items listed in this section, the licence documents will be signed on behalf of the Province. We will then return an executed copy of the licence to you. If the licence documents and each of the items listed in this section are not returned to us on or before April 24, 2006, we will be under no further obligation to issue the licence to you and this offer will terminate.

## **2. Acknowledgments of the Applicant**

By accepting this offer, you agree that:

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

## **3. Your Representations**

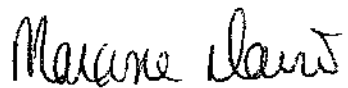
By accepting this offer, you confirm that:

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

## **Freedom of Information**

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

Yours truly,

A handwritten signature in cursive script, appearing to read "Marlene Dant".

Authorized representative

**Acceptance of Offer of licence**

File No. 2405043

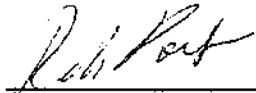
Ministry of Agriculture and Lands  
200-10428 153 St  
Surrey, BC V3R 1E1

Dear Linda Warnick:

**Re: Application for licence**

- ☒ I/We accept the offer of licence made to me/us by way of a letter dated February 22, 2006 from the Ministry of Agriculture and Lands and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.
- ☐ I/We do not accept the offer of licence made to me/us by way of a letter dated February 22, 2006 from the Ministry of Agriculture and Lands.

DATED the 10 of April, 2006



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

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

REBECCA PORTE

Print name of person signing

Print name of person signing

**SUNSHINE COAST  
REGIONAL DISTRICT**

1975 Field Road  
Sechelt  
British Columbia  
Canada V0N 3A1

Tel. 604.885.2261  
Fax: 604.885.7909  
Toll Free 1.800.687.5753  
Web Site: [www.scrd.bc.ca](http://www.scrd.bc.ca)



March 27, 2006

Maxine Davie  
Senior Portfolio Administrator  
Integrated Land Management Bureau  
MINISTRY OF AGRICULTURE AND LANDS  
#200 - 10428 153<sup>rd</sup> Street  
Surrey, BC  
V3R 1E1

RECEIVED

129/16 HD

129/16 HD

Dear Ms. Davie:

**Re: Application for the replacement of Licence No. 238307**

Please accept the Regional District's application to replace Licence No. 238307, covering unsurveyed foreshore or land covered by water being part of the bed of Ruby Lake, Group 1, New Westminster District, issued for operating and maintaining a public boat launch and for dock and habitat protection.

Please find accompanying this letter:

1. Our Acceptance of Offer of Licence;
2. A cheque in the amount of \$215.07 for the licence and application fees;
3. A current site plan drawn to scale and pictures;
4. A copy of a letter from Sharon Goddard of Ministry of Transportation (MOT) dated February 23, 2006 responding to the Regional District's letter dated February 20, 2006 (also enclosed) regarding consent from MOT for the Regional District's Licence of Occupation renewal;

Please note that the SCRd is aware of the increasing numbers of vehicles during peak season. To that end, the SCRd has a Parks employee on site during long weekends to assist with parking.

Please do not hesitate to contact me if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "Rebecca Porte".

Rebecca Porte  
Parks Planning Coordinator

Attachments





Our File: 2405043

May 3, 2006

Sunshine Coast Regional District  
1975 Field Road  
RR 1  
Sechelt, B.C. V0N 3A1

ENTERED MAY 3 - 2006

Attention: Rebecca Porte

Dear Madam:

Re:

**Offer for replacement of Licence No. 238307**

On February 26, 2006 you were offered a Licence over unsurveyed foreshore or land covered by water being part of the bed of Ruby Lake, Group 1, New Westminster District, containing 0.3619 hectares, more or less, for public boat launch, dock and habitat protection purposes.

We acknowledge return of the signed licence documents, site plan, photographs and payment in the amount of \$215.07 as requested.

Your letter provided from Ministry of Transportation dated February 23, 2006 does not cover the requirement of upland owner's consent to your licence application.

We require a letter from the Ministry of Transportation giving unconditional consent to this Licence, as upland owner, indicating the term and use described in the Licence. The term of this proposed Licence commences May 25, 2006 and terminates May 25, 2036. Should the term of the consent from Ministry of Transportation not coincide with the term of the Licence, the Licence will be adjusted to reflect the term of the consent.

**Integrated Land  
Management  
Bureau**

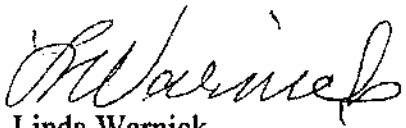
*Ministry of  
Agriculture and Lands*

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

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

The tenure offer is hereby extended for a further 30 days from the date of this letter. Please ensure all requirements of the tenure offer are delivered to our office on or before June 5, 2006, or the tenure offer will be rescinded and become null and void.

Yours truly,

A handwritten signature in cursive script, appearing to read 'L. Warnick', written in dark ink.

Linda Warnick  
Portfolio Administrator

**SUNSHINE COAST  
REGIONAL DISTRICT**

1975 Field Road  
Sechelt  
British Columbia  
Canada V0N 3A1

Tel. 604.885.2261  
Fax: 604.885.7909  
Toll Free 1.800.687.5753  
Web Site: www.scrd.bc.ca



June 2, 2006

2405043

Linda Warnick  
Portfolio Administrator  
Integrated Land Management Bureau  
MINISTRY OF AGRICULTURE AND LANDS  
200 - 10428 153<sup>rd</sup> Street  
Surrey, BC  
V3R 1E1

Dear Ms. Warnick;

RE: *Replacement of Licence #238307  
Ruby Lake at Ramp Road*

Please find attached a letter from Sharon Goddard of the Ministry of Transportation indicating they have no objection to the renewal of the licence for the boat launch at Ramp Road. They have verbally agreed to the 30 year lease term.

Please do not hesitate to contact me should you have any questions.

Regards,

*Rebecca Porte*

Rebecca Porte  
Parks Planning Coordinator

885-2261

*B.F. June 15*

*June 6/06  
confirmed we  
require consent  
for term in  
writing  
RW*



**ELECTORAL AREAS:** A/ Egmont, Pender Harbour B/ Halfmoon Bay D/ Roberts Creek E/ Elphinstone F/ West Howe Sound  
**MUNICIPALITIES:** District of Sechelt / Sechelt Indian Government District / Town of Gibsons





The Best Place on Earth

August 27, 2007

Land File No: 2405043

Randy Udahl  
Manager, Parks and Recreation  
Sunshine Coast Regional District  
5477 Wharf Road  
Sechelt, BC V0N 3A0

Dear Mr. Udahl:

**Re: Complaint about Vehicle Traffic on Ramp Road, Ruby Lake, British Columbia**

The Integrated Land Management Bureau (ILMB) received a complaint letter from Randy and Brenda Groves dated August 17<sup>th</sup>, 2007 that was also sent to your office regarding the public boat launch and vehicular traffic on Ramp Road.

I am aware that the Sunshine Coast Regional District (SCRD) has a *Land Act* tenure for a public boat launch, dock, and habitat protection purposes under Land File No. 2405043 (Licence No. 239817) and a permit with the Ministry of Transportation to manage Ramp Road.

Is the site still desirable for a public boat launch given that the local property owners are dissatisfied with the increased vehicular traffic on Ramp Road? Does the SCRD have any development plans for additional parking to address the issue?

Yours truly,

Andrea Cowgill  
Land Technical Officer

---

**Integrated Land  
Management  
Bureau**

*Ministry of  
Agriculture and Lands*

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

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



Province of  
British Columbia

Ministry of  
Environment,  
Lands and Parks

**License - Aquatic Lands**

License No. 237053

File No. 2405043

THIS AGREEMENT dated for reference the 25th day of May, 1992.

IN PURSUANCE of the *LAND ACT* (Section 36).

BETWEEN:

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

(hereinafter called the " Owner")

OF THE FIRST PART

AND:

Sunshine Coast Regional District  
P.O. Box 800, 5477 Wharf Road  
Sechelt, British Columbia  
V0N 3A0

(hereinafter called the " Licensee")

OF THE SECOND PART

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

**Article I - Grant of License**

(1.01) The Owner, on the terms set forth herein, hereby grants to the Licensee a license to enter on the Land for public boat launch and habitat protection purposes.

**Article II - Duration**

(2.01) The duration of this license and the rights herein granted shall be for term of 10 years commencing on the 25th day of May, 1992 (hereinafter called the "Commencement Date") unless cancelled in accordance with the terms hereof.

**Article III - License Fee**

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

**Article IV - Covenants of the Licensee****(4.01) The Licensee covenants with the Owner**

- (a) to pay the license fee due at the address of the Owner first above written or at such other place as the Owner may specify from time to time;
- (b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes") which the Licensee is liable to pay;
- (c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority in any way affecting the Land and improvements situate thereon, or their use and occupation;
- (d) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;
- (e) to deliver to the Owner from time to time, upon demand, proof of insurance required to be maintained by the Licensee, receipts or other evidence of payment of Realty Taxes, insurance premiums and other monetary obligations of the Licensee required to be observed by the Licensee pursuant to this License;
- (f) to indemnify and save the Owner harmless against all losses, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of
  - (i) any breach, violation or non-performance of any covenant, condition or agreement in this license by the Licensee,
  - (ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Licensee's occupation of the Land, and the Owner may add the amount of such losses, damages, costs and liabilities to the license fee and the amount so added shall be payable to the Owner immediately;
- (g) to keep the Land in a safe, clean and sanitary condition satisfactory to the Owner and to make clean and sanitary any portion of the Land or any improvement that the Owner may direct by notice in writing to the Licensee;
- (h) to permit the Owner, or his authorized representative to enter upon the Land at any time to inspect the Land and any improvements thereon;
- (i) to use and occupy the Land in accordance with the provisions of this license including those set forth in any special Proviso Schedule;
- (j) on the expiration or at the earlier cancellation of this license
  - (i) to quit peaceably and deliver possession of the Land to the Owner,
  - (ii) to remove all buildings, machinery, plant equipment and apparatus and all other improvements to or things on the Land, from the Land,
  - (iii) to restore the surface of the Land to the satisfaction of the Owner, and to the extent necessary, this covenant shall survive the expiration or cancellation of this license;
- (k) to effect and keep in force during the term, insurance protecting the Owner and the Licensee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land to an amount not less than \$1,000,000.00 PROVIDED, however, that the Owner may, in his sole discretion, waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured;
- (l) notwithstanding subsection (k) of section 4.01, the Owner may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant

to that subsection be changed and the Licensee shall, within 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) of section 4.01 to be changed to the amount specified in the notice and deliver to the Owner written confirmation of the change;

- (m) not to interfere with the activities of any other person to enter on and use the Land under a prior or subsequent license granted by the Owner;
- (n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Owner;
- (o) not to dredge or displace beach materials on the Land without the prior written consent of the Owner;
- (p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land;
- (q) not to prohibit or restrict any person from passing over the Land.

#### Article V - Assignment

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

#### Article VI - Cancellation

- (6.01) In the event that

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

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

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

- (6.03) In the event that

- (a) the license hereby granted should be taken in execution or attachment by any person or the Licensee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors,
- (b) The Owner discovers that the Licensee either in his application for this license or otherwise has, in the opinion of the Owner, misrepresented or withheld any fact material to the application,

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

- (6.04) Thirty days after the expiration or cancellation of this license, any improvements or fixtures that remain unremoved from the Land shall be absolutely forfeited to and become the property of the Owner and the Owner may remove them from the Land and the Licensee shall, on demand, compensate the Owner for all costs incurred by the Owner respecting their removal.
- (6.05) The Licensee shall not be entitled to any compensation, whether for damages or otherwise, in respect of a cancellation of this license by the Owner under this Article.

#### Article VII - Security

- (7.01) The security in the sum of \$0.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Licensee to the Owner (herein called the "Security") to guarantee the performance of the Licensee's obligations under this license shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed; provided, however, that the Owner may, in his sole discretion, waive the requirements of this subsection.
- (7.02) In the event the Licensee should default in the performance of any of his obligations hereunder, it shall be lawful for the Owner, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Owner.
- (7.03) The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this license.
- (7.04) Notwithstanding section 7.01, the Owner may from time to time notify the Licensee that the amount of Security delivered by the Licensee to the Owner be changed and specify the amount of Security required by the Owner.
- (7.05) The Licensee shall, within 60 days of receiving the notice referred to in section 7.01, cause the amount of Security delivered to the Owner to be changed to the amount specified in the notice and provide the Owner with written confirmation of the change.

#### Article VIII - Notice

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



## Article IX - Miscellaneous

- (9.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Owner unless such waiver is expressed in writing by the Owner. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Owner to any act by the Licensee requiring the consent or approval of the Owner shall not be considered to waive or render unnecessary such consents or approvals to any subsequent similar act by the Licensee.
- (9.02) No remedy conferred upon or reserved to the Owner is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.
- (9.03) This license is subject to:
- (a) all subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Water Act* or *Wildlife Act*, or any extension or renewal of the same, whether or not the Licensee has actual notice of them;
  - (b) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act*; AND
  - (c) any prior dispositions made pursuant to the *Land Act*.
- (9.04) The Licensee acknowledges and agrees with the Owner that
- (a) any interference with the rights of the Licensee under this license by virtue of the exercise or operation of the rights, privileges or interests described in section 9.03 shall not constitute a breach of the Owner's obligations hereunder and the Licensee releases and discharges the Owner from and against any claim for loss or damage arising directly or indirectly out of any such interference;
  - (b) all costs and expenses, direct or indirect, that arise out of any interference by the Licensee with the rights, privileges and interests described in section 9.03 shall be borne solely by the Licensee;
  - (c) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in section 9.03; AND
  - (d) all schedules attached to this license form an integral part of this license.
- (9.05) This license shall not entitle the Licensee to exclusive possession of the Land, and the Owner may grant licenses to others to use the Land for any purpose other than that permitted herein, so long as the grant does not materially affect the exercise of the Licensee's rights hereunder. The question of whether a grant materially affects the exercise of the Licensee's rights hereunder shall be determined by the Owner in his sole discretion.
- (9.06) The terms and provisions of this license shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.
- (9.07) Time is of the essence in this agreement.

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

) ) ) ) ) ) ) ) ) )

McEwen

Authorized Signatory

)
)
)
)
)
)
)

Authorized Signatory

Authorized Signatory

Planning Assistant  
April 27, 1952







License No.

224053

File No. 2405043

1. The Licensee shall not:

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

2. ADDITIONAL PROVISOS

- (a) The Licensee covenants and agrees that it shall not make any additional improvements to the Land.
- (b) The Licensee covenants and agrees to permit the free and unrestricted use by the general public to the ramp facility.
- (c) The Licensee covenants and agrees not to disturb any existing vegetation adjacent to the spawning channel.



Province of  
British Columbia

Ministry of  
Environment,  
Lands and Parks

## FEE SCHEDULE

License No.

2405043

File No. 2405043

THE FEE FOR THE TERM is the sum of \$1.00, the receipt and sufficiency of which is acknowledged.

2405043



*HQ notified*

## SUNSHINE COAST REGIONAL DISTRICT

29 2005

### ENTERED CHANGE OF ADDRESS

(Both Mailing and Street Address)

AS OF JULY 26 TH, 2005

WE WILL BE AT OUR NEW LOCATION

**1975 Field Road, RR1  
Sechelt, BC  
V0N 3A1**

Our phone numbers will remain the same:

Main Phone # (604) 885-2261

Main Fax # (604) 885-7909

Other dept. phone #'s as listed in the blue pages

Licence No.:

239817

File No.: 2405043

Disposition No.: 850629

THIS AGREEMENT is dated for reference February 22, 2006 and is made under the *Land Act*.

**BETWEEN:**

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

(the "Province")

**AND:**

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

(the "Licensee")

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

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

**"Commencement Date"** means May 25, 2006;

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

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

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

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

UNSURVEYED FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF RUBY LAKE, GROUP 1, NEW WESTMINSTER DISTRICT, CONTAINING 0.3619 HECTARES, MORE OR LESS,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Highway Act*);

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

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

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

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

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

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

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

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

## **ARTICLE 2 - GRANT AND TERM**

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for public boat launch, dock and habitat protection purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement.

## **ARTICLE 3 - FEES**

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

**ARTICLE 4 - COVENANTS****4.1 You must**

- (a) pay, when due,
  - (i) the Fees to us at the address set out in Article 10,
  - (ii) the Realty Taxes, and
  - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
  - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
  - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, to or into the Land except as necessary for the purposes set out in section 2.1 and, despite those purposes, you will not construct, place, anchor, secure or affix anything on or to the Land that may interfere with the riparian right of access of any person over the Land without first obtaining from that person a statutory right of way, in registrable form and in our favour, by which that person allows us to curtail his or her riparian right of access over the Land;

- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
  - (i) our prior written consent, and
  - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (l) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
- (m) not use construction materials containing toxic substances, except in marine waters where the use of a preservative-treated wood may be necessary;
- (n) not without prior written consent from us
  - (i) 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;
- (o) 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*;
- (p) not alter, repair or add to any Improvement without our prior written consent;
- (q) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within one year;
- (r) permit the free and unrestricted use of the boat launch facility by the general public;



- (s) not disturb any existing vegetation adjacent to the spawning channel;
- (t) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
- (u) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
  - (i) your breach, violation or nonperformance of a provision of this Agreement, and
  - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (v) on the termination of this Agreement,
  - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
  - (ii) within 30 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
  - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
  - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
  - (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us,

and to the extent necessary, this covenant will survive the termination of this Agreement.

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

## ARTICLE 5 - LIMITATIONS

- 5.1 You agree with us that

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

239817

- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) you will not dredge or displace beach materials on the Land without our prior written consent;
- (j) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline without our prior written consent;
- (k) you will not use mechanized equipment other than a pile-driver during the construction, operation or maintenance of Improvements on the Land;
- (l) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (m) 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(v)(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(v)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(v)(iii); and
- (n) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

## ARTICLE 6 - SECURITY AND INSURANCE

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

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

maintained by you under this Agreement;

- (c) ensure that all insurance required to be maintained by you under this Agreement is
  - (i) placed with insurers licensed in British Columbia,
  - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
  - (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

6.7 You acknowledge that we may, from time to time, notify 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.

## 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 in our sole discretion.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the

Land.

## ARTICLE 8 - TERMINATION

8.1 You agree with us that

(a) if you

- (i) default in the payment of any money payable by you under this Agreement, or
- (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

(b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;

(c) if you

- (i) become insolvent or make an assignment for the general benefit of your creditors,
- (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or

(iii) voluntarily enter into an arrangement with your creditors;

(d) if you are a corporation,

- (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
- (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;

(e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;



239817

- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

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

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

8.3 You agree with us that

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

## ARTICLE 9 - DISPUTE RESOLUTION

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

**ARTICLE 10 - NOTICE**

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

to us

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

to you

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

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

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

**ARTICLE 11 - MISCELLANEOUS**

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or

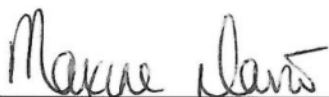


similar act.

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

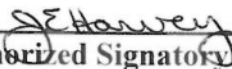
The parties have executed this Agreement as of the date of reference of this Agreement.

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

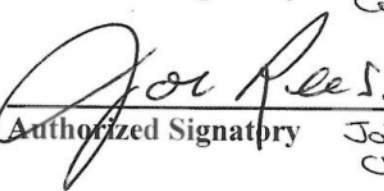


Minister responsible for the *Land Act*  
or the minister's authorized representative

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

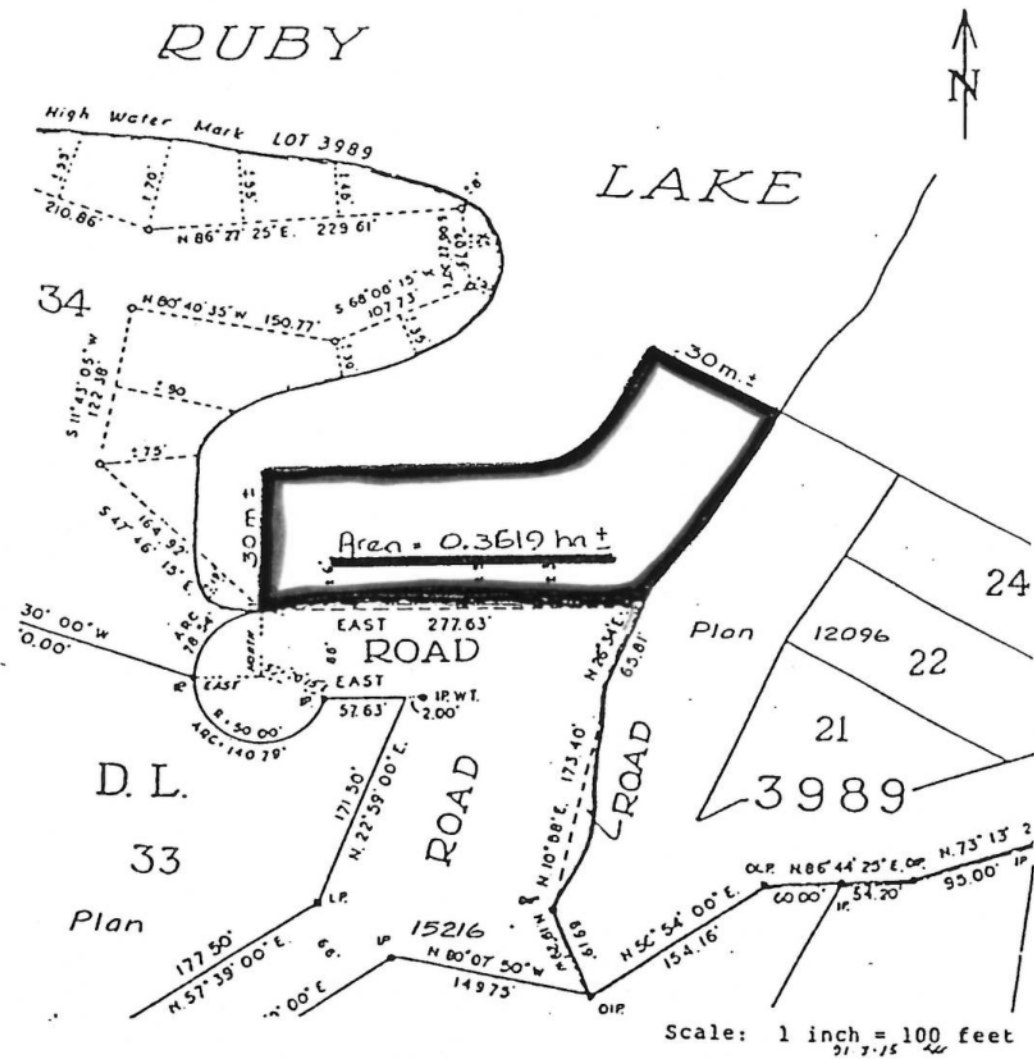
  
Authorized Signatory

Joan Harvey  
Corporate Officer

  
Authorized Signatory

John Rees  
Chair

## LEGAL DESCRIPTION SCHEDULE





**MODIFICATION  
AGREEMENT**

Licence No.: 238307

File No.: 2405043

Disposition No.: 819803

THIS AGREEMENT is dated for reference February 3, 2004.

FEB - 9

**BETWEEN:**

MASTER FILE COPY

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

(the "Province")

**AND:**

SUNSHINE COAST REGIONAL DISTRICT  
PO Box 800  
5477 Wharf Rd  
Sechelt, BC V0N 3A0

(the "Client")

**WITNESS THAT WHEREAS:**

The Province and the Client entered into a license agreement dated for reference May 25, 2002 (herein called the "Tenure") over those lands more particularly known and described as:

UNSURVEYED FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF RUBY LAKE, GROUP 1, NEW WESTMINSTER DISTRICT, CONTAINING 0.3619 HECTARES, MORE OR LESS

The parties desire to amend the term in the Tenure.

The parties have agreed to amend the Tenure.

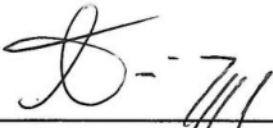
NOW THEREFORE in consideration of the premises, and of the covenants and agreements herein

contained, the parties hereto mutually covenant and agree as follows:

- 1 To remove the existing Article 2.2 from the Tenure and replace it with the following:
  - 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 4th anniversary of that date, or such earlier date provided for in this Agreement.
- 2 In all other respects the Tenure shall remain in full force and effect and is hereby ratified and confirmed.
- 3 Time shall continue to be of the essence in this agreement and the Tenure.
- 4 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

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

SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA** by  
Land and Water British Columbia Inc.,  
authorized representative of the  
minister responsible for the *Land Act*



\_\_\_\_\_  
Authorized Signatory of  
Land and Water British Columbia Inc.

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

  
Authorized Signatory

  
Authorized Signatory



Licence No.:

**238307**

File No.: 2405043

Disposition No.: 819803

THIS AGREEMENT is dated for reference May 25, 2002 and is made under the *Land Act*.

**BETWEEN:**

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

(the "Province")

**AND:**

**SUNSHINE COAST REGIONAL DISTRICT**  
PO Box 800  
5477 Wharf Rd  
Sechelt, BC V0N 3A0

(the "Licensee")

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

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

"**Commencement Date**" means May 25, 2002;

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

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

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

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

UNSURVEYED FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF RUBY LAKE, GROUP 1, NEW WESTMINSTER DISTRICT, CONTAINING 0.3619 HECTARES, MORE OR LESS,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Highway Act*);

**“Realty Taxes”** means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any competent governmental authority which relate to the Land, the Improvements or both of them and which you are liable to pay;

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

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

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

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

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



and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

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

## ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for public boat launch, dock and habitat protection purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 2nd anniversary of that date, or such earlier date provided for in this Agreement.

## ARTICLE 3 - FEES

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

**ARTICLE 4 - COVENANTS****4.1 You must**

- (a) pay, when due,
  - (i) the Fees to us at the address set out in Article 10,
  - (ii) the Realty Taxes, and
  - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
  - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting your use and occupation of the Land and the Improvements, and
  - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, make the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, to or into the Land except as necessary for the purposes set out in section 2.1 and, despite those purposes, you will not construct, place, anchor, secure or affix anything on or to the Land that may interfere with the riparian right of access of any person over the Land without first obtaining from that person a statutory right of way, in registrable form and in our favour, by which that person allows us to curtail his or her riparian right of access over the Land;

- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
  - (i) our prior written consent, and
  - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (l) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Waste Management Act*;
- (m) not use construction materials containing toxic substances, except in marine waters where the use of a preservative-treated wood may be necessary;
- (n) not without prior written consent from us
  - (i) 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;
- (o) 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*;
- (p) not alter, repair or add to any Improvement without our prior written consent;
- (q) permit the free and unrestricted use of the boat launch facility by the general public;
- (r) not disturb any existing vegetation adjacent to the spawning channel;
- (s) permit us, or our authorized representatives, to enter on the Land at any time to inspect

the Land and the Improvements;

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

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

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

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

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

**ARTICLE 5 - LIMITATIONS****5.1 You agree with us that**

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

- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) you will not dredge or displace beach materials on the Land without our prior written consent;
- (j) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline without our prior written consent;
- (k) you will not use mechanized equipment other than a pile-driver during the construction, operation or maintenance of Improvements on the Land;
- (l) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (m) 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(u)(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(u)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(u)(iii); and
- (n) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

## ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
  - (b) be in the form required by us; and



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

- (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
- (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

6.7 You acknowledge that we may, from time to time, notify 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.

#### 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 in our sole discretion.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 1(4) of the *Company Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Waste Management Act*) for the Land or other similar type of investigation of the Land.

#### ARTICLE 8 - TERMINATION

- 8.1 You agree with us that



- (a) if you
- (i) default in the payment of any money payable by you under this Agreement, or
  - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),
- and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
- (i) become insolvent or make an assignment for the general benefit of your creditors,
  - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
  - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
- (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
  - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

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

- 8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.
- 8.3 You agree with us that
- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
  - (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

#### ARTICLE 9 - DISPUTE RESOLUTION

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

#### ARTICLE 10 - NOTICE

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

to us

LAND AND WATER  
BRITISH COLUMBIA  
200-10428 153 Street  
Surrey, BC V3R 1E1;

to you

SUNSHINE COAST REGIONAL DISTRICT  
PO Box 800  
5477 Wharf Rd  
Sechelt, BC V0N 3A0;

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

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

#### ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
  - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
  - (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA** by  
Land and Water British Columbia Inc.,  
authorized representative of the  
minister responsible for the *Land Act*

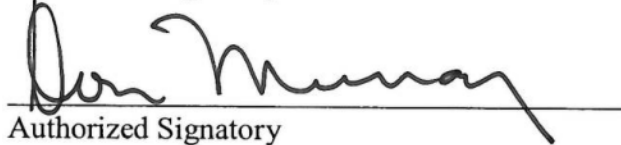


Authorized Signatory of  
Land and Water British Columbia Inc.

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



Authorized Signatory



Authorized Signatory

238307

## LEGAL DESCRIPTION SCHEDULE

