

## FW: BC Park Conservancy areas

Thursday, December 21, 2017  
11:56 AM

Subject	<b>FW: BC Park Conservancy areas</b>
From	Peemoeller, Marco AL:EX
To	Caine, Gary AL:EX
Cc	Harrower, Bill AL:EX
Sent	Friday, February 8, 2008 2:03 PM

FYI, and I will keep you posted on any developments.

---

From: Peemoeller, Marco AL:EX  
Sent: Friday, February 8, 2008 2:00 PM  
To: Carswell, Barron ENV:EX; Philipp, Linda ENV:EX  
Cc: Collins, Clint AL:EX  
Subject: FW: BC Park Conservancy areas

Hi Barron and Linda,  
I hope things are going well for both of you.

Could either of you advise if any decisions have been made with respect to tenures (fish farm sites) that fall within existing or proposed extensions to BC Parks Conservancy Boundaries? Are these sites going to be excluded from the marine component of the conservancy?

Last we talked, my understanding was that Barron's group was having discussions with Parks on this issue. I am following up on behalf of MAL licencing. Any status update you could provide would be much appreciated. Regards, Marco

Marco Peemoeller  
Finfish Aquaculture Specialist  
BC Access Centre, 2500 Cliffe Avenue  
Courtenay, BC V9N 5M6  
Ph: (250) 897- 7543  
Fax: (250) 334-1410

---

From: Philipp, Linda ENV:EX  
Sent: Monday, October 15, 2007 12:08 PM  
To: Moore, Linda AL:EX; Evans, Kathy AL:EX  
Subject: BC Park Conservancy areas

CEDAR ISLAND TENURE LICENCE COMMERCIAL COMMERCIAL A Fish Farm/Aquaculture 1404678  
2010-01-01 STOLT SEA FARM INC. (blank) (blank) 1211 CYPRESS ST (blank) CAMPBELL RIVER BC 250  
2863532

CEDAR ISLAND TENURE LICENCE COMMERCIAL COMMERCIAL A Fish Farm/Aquaculture 1405292  
2012-06-01 STOLT SEA FARM INC. (blank) (blank) 1211 CYPRESS ST (blank) CAMPBELL RIVER BC 250  
2863532

BONWICK ISLAND TENURE LICENCE COMMERCIAL COMMERCIAL A Fish Farm/Aquaculture 1405400  
2009-10-28 STOLT SEA FARM INC. (blank) (blank) 1211 CYPRESS ST (blank) CAMPBELL RIVER BC 250  
2863532

BONWICK ISLAND TENURE LICENCE COMMERCIAL COMMERCIAL A Fish Farm/Aquaculture 1405627

2009-10-30 STOLT SEA FARM INC. (blank) (blank) 1211 CYPRESS ST (blank) CAMPBELL RIVER BC 250 2863532

SWANSON ISLAND TENURE LICENCE COMMERCIAL COMMERCIAL A Fish Farm/Aquaculture 1405293

2007-09-15 STOLT SEA FARM INC. (blank) (blank) 1211 CYPRESS ST (blank) CAMPBELL RIVER BC 250 2863532

YOKOHAMMA BAY TENURE LICENCE COMMERCIAL COMMERCIAL A Fish Farm/Aquaculture 1405607

2010-09-29 STOLT SEA FARM INC. (blank) (blank) 1211 CYPRESS ST (blank) CAMPBELL RIVER BC 250 2863532

SWANSON ISLAND TENURE LICENCE AQUACULTURE FIN FISH Fish Farm/Aquaculture 1404381

2007-09-15 STOLT SEA FARM INC. (blank) (blank) 1211 CYPRESS ST (blank) CAMPBELL RIVER BC 250 2863532

WISHART ISLAND TENURE LICENCE AQUACULTURE FIN FISH Fish Farm/Aquaculture 1404091

2007-11-29 OMEGA SALMON GROUP LTD. (blank) (blank) 124-1334 ISLAND HWY (blank) CAMPBELL RIVER BC V9W 8C9 250 2861599

Hi Linda and kathy

This is the list of tenures I've received from ILMB that may be impacted by the new Conservancy protected areas (CCLRMP process). The tenure listed for Wishart Island is listed for the already legislated Deserters/ Walker Group, while the remaining tenures are listed for the soon to be legislated Broughton Archipelago Extension. I've attached maps for both areas that show all the tenures inside the Conservancies.

Could you please confirm whether the Wishart Island fish farm is inside the Conservancy Boundaries? If this is the case, they will need a Park use Permit and we'll have to initiate Consultation with the appropriate FN Bands.

<< File: DeserterWalker Park Map.pdf >>

Talk to you soon

Linda M. Philipp

Parks and Protected Areas

office 250-949-6538

cell 250-230-0366

fax 250-949-6346

[linda.philipp@gov.bc.ca](mailto:linda.philipp@gov.bc.ca)



# RE: Tenures in new Broughton Conservancy

Thursday, December 21, 2017  
11:40 AM

Subject	<b>RE: Tenures in new Broughton Conservancy</b>
From	Last, Gavin AL:EX
To	Harrower, Bill AL:EX; Caine, Gary AL:EX; Peemoeller, Marco AL:EX
Cc	Evans, Kathy AL:EX; Russell, Jim AL:EX; Reay, Gary W AL:EX; Rhodes, Trevor AL:EX
Sent	Thursday, October 1, 2009 4:56 PM

Thanks Marco, Sean will keep you in the loop about the upland tenures.

---

From: Harrower, Bill AL:EX  
Sent: Thursday, October 1, 2009 4:19 PM  
To: Caine, Gary AL:EX; Last, Gavin AL:EX; Peemoeller, Marco AL:EX  
Cc: Evans, Kathy AL:EX; Russell, Jim AL:EX; Reay, Gary W AL:EX; Rhodes, Trevor AL:EX  
Subject: RE: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Agreed – Thanks very much, Marco. Work well done!

Bill Ha.

---

From: Caine, Gary AL:EX  
Sent: Wednesday, September 30, 2009 8:20 PM  
To: Last, Gavin AL:EX; Peemoeller, Marco AL:EX  
Cc: Evans, Kathy AL:EX; Harrower, Bill AL:EX; Russell, Jim AL:EX; Reay, Gary W AL:EX; Rhodes, Trevor AL:EX  
Subject: RE: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Marco deserves a huge amount of gratitude for his tenacity on this issue.

Thanks, Marco!!

Gary Caine  
Manager, Strategic Integration  
Aquaculture Operations Branch  
Ministry of Agriculture and Lands  
2500 Cliffe Avenue  
Courtenay, BC Canada V9N 5M6  
Ph: (250) 897-7545  
Fax: (250) 334-1410  
gary.caine@gov.bc.ca

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From: Last, Gavin AL:EX  
Sent: Tuesday, September 29, 2009 3:44 PM  
To: Peemoeller, Marco AL:EX

Cc: Caine, Gary AL:EX; Evans, Kathy AL:EX; Harrower, Bill AL:EX; Russell, Jim AL:EX; Reay, Gary W AL:EX  
Subject: RE: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Glad I could help. If the issue of conservancy boundaries comes up again, you will find this decision note about excluding farms rather than incorporating them helpful:

<< Message: RE: Tenures in new Broughton Conservancy >>

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Cc: Caine, Gary AL:EX; Evans, Kathy AL:EX; Harrower, Bill AL:EX; Russell, Jim AL:EX; Reay, Gary W AL:EX  
Subject: FW: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Thanks for following up on this Gavin. Regards, Marco.

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From: Last, Gavin AL:EX  
Sent: Tuesday, September 29, 2009 3:13 PM  
To: Spowart, Jim W ENV:EX  
Cc: Castledine, Al AL:EX; Rhodes, Trevor AL:EX; Peemoeller, Marco AL:EX; Jacobsen, Catherine ENV:EX; Tetarenko, Diane ILMB:EX; Cheesman, Sean AL:EX  
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Sensitivity: Confidential

Hi Jim,  
I appreciate your quick reply. I would like to find out more about the upland tenures that are to be transferred to PUPs at Bonwick and Swanson. Sean Cheesman will contact you tomorrow to discuss this. Thanks again.

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Hi Gavin,

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There are some tenured sites that are on the upland portion of the Conservancy and these will be transferred into Park use permits.

I have included a listing of all the sites and what I understand is the current status of the tenure.

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Site 1404678 Cedar Island Active To be excluded in foreshore addition

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Site 1405293 Swanson Island Expired in 2007 Upland portion include dock buildings etc Tenure transfer to be addressed by MOE

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Site 1406655 Potts Lagoon Active expires 2025

Jim Spowart. BA Rec Admin.  
Area Supervisor, Central Coast  
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Vancouver Island Region  
Black Creek.  
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Fax.1-250-337-5695  
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Sensitivity: Confidential

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Please get back to me as soon as possible. Thanks.

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Sent: Tuesday, September 29, 2009 10:28 AM  
To: Rhodes, Trevor AL:EX  
Cc: Caine, Gary AL:EX; Evans, Kathy AL:EX; Russell, Jim AL:EX; Reay, Gary W AL:EX; Cheesman, Sean AL:EX  
Subject: FW: Tenures in new Broughton Conservancy  
Importance: High

Sensitivity: Confidential

Hi Trevor,

Please see correspondence below. You may want to follow-up with Victoria staff, as I understand that they were involved in the conservancy process. Regards, Marco.

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From: Spowart, Jim W ENV:EX  
Sent: Tuesday, September 29, 2009 10:06 AM  
To: Peemoeller, Marco AL:EX  
Subject: RE: Tenures in new Broughton Conservancy

Hi Marco,

Please hold off on any tenure renewals until I confirm who has the authority as they are under our administration now. We may not want them renewed for long terms as we are going to be commencing a management planning process for the whole area.

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Sent: Tuesday, September 29, 2009 9:56 AM  
To: Spowart, Jim W ENV:EX  
Subject: Tenures in new Broughton Conservancy

Hi Jim,

I understand from our phone conversation yesterday that the following tenures are on the list to be converted as part of the upcoming tenure transfers to Parks Use Permits in the newly created Broughton Conservancy. Could you confirm the list, and let me know if there are any other land file numbers that are affected? From what I can tell, there are 5 salmon farms on the list, which I have identified below. As I understand things, I have outlined their status below.

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Can you confirm that my understanding is correct? Thanks, Marco.

Page 008

Withheld pursuant to/removed as

s.14

Page 009 to/à Page 015

Withheld pursuant to/removed as

s.14;s.13

## Balsom, Tami CSNR:EX

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Hi Jim,

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Thursday, December 21, 2017  
11:52 AM

Subject	<b>FW: Tenures in new Broughton Conservancy</b>
From	Peemoeller, Marco AL:EX
To	Nielsen, Terry AL:EX
Sent	Monday, March 1, 2010 3:13 PM
Attachments	  RE Tenures in new Bro...

Terry,

As requested.

---

From: Last, Gavin AL:EX  
Sent: Tuesday, September 29, 2009 3:44 PM  
To: Peemoeller, Marco AL:EX  
Cc: Caine, Gary AL:EX; Evans, Kathy AL:EX; Harrower, Bill AL:EX; Russell, Jim AL:EX; Reay, Gary W AL:EX  
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**Balsom, Tami CSNR:EX**

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**Sent:** Tuesday, September 29, 2009 3:01 PM  
**To:** Spowart, Jim W ENV:EX  
**Cc:** Castledine, Al AL:EX; Rhodes, Trevor AL:EX; Cheesman, Sean AL:EX; Chamberlain, Jon AL:EX  
**Subject:** RE: Tenures in new Broughton Conservancy  
**Sensitivity:** Confidential

Hi Jim,

I'm anxious to hear back from someone at MOE about this matter. Attached is a decision note signed off by Scott Benton in November 2008 that clearly establishes an approach of exclusion for existing fish farm tenures that fall within conservancy boundaries. In this case, the boundaries have also been extended well beyond what was initially proposed to us. The expanded conservancy boundaries are a surprise to us to say the least. Please hold off on any communication with the companies until we get to the bottom of this. Thanks for your help.



96956 \_ Final  
approved.pdf

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Please hold off on any tenure renewals until I confirm who has the authority as they are under our administration now. We may not want them renewed for long terms as we are going to be commencing a management planning process for the whole area.

I will get back to you on this ASAP.

Jim Spowart. BA Rec Admin.  
Area Supervisor, Central Coast  
Parks and Protected Areas Division  
Vancouver Island Region  
Black Creek.  
Ph# 1-250-337-2418  
Fax. 1-250-337-5695  
Cell # 1-250-218-0359

---

**From:** Peemoeller, Marco AL:EX  
**Sent:** Tuesday, September 29, 2009 9:56 AM  
**To:** Spowart, Jim W ENV:EX  
**Subject:** Tenures in new Broughton Conservancy

Hi Jim,

I understand from our phone conversation yesterday that the following tenures are on the list to be converted as part of the upcoming tenure transfers to Parks Use Permits in the newly created Broughton Conservancy. Could you confirm the list, and let me know if there are any other land file numbers that are affected? From what I can tell, there are 5 salmon farms on the list, which I have identified below. As I understand things, I have outlined their status below.

1405020	Eden Island (Inactive)
1405627	
1404681	Arrow Passage (not tenured, tenure is slated for replacement) , currently operating on month to month authorization.
1405400	
1405293	
1404381	Swanson Island (not tenured, tenure is slated for replacement) , currently operating on month to month authorization.
1404592	
1404380	Midsummer Island (not tenured, tenure is slated for replacement) , currently operating on month to month authorization.
1406655	Potts Bay (tenure expires 2025)

Can you confirm that my understanding is correct? Thanks, Marco.



**MINISTRY OF ENVIRONMENT  
DECISION NOTE**

Date: Oct 29, 2008

Date of previous note: January 3, 2007

Previous CLIFF tracking: 91055

File: 280-30

CLIFF/tracking: 96956

- I. PREPARED FOR:** Scott Benton, Executive Director, Parks and Protected Areas Division
- II. ISSUE:** Policy required for dealing with existing industrial land use tenures (primarily fish farms and log handling; does not apply to commercial recreation) when establishing marine boundaries for conservancies in the Central Coast Land and Resource Management Plan (CCLRMP) area.

**III. RECOMMENDATION OPTION:**

**Option 2:** Where a management planning process for a conservancy recommends a foreshore boundary that includes existing industrial tenures not usually considered appropriate in a protected area (such as fish farms and log handling sites), those tenures will be excepted from the conservancy. MoE will work with tenuring agencies through the referral process to attempt to integrate consideration of conservancy values in tenure decision making. First Nations will be consulted through the applicable processes of the tenuring agency. Over time, as tenures lapse, are no longer required or are purchased by MoE, MoE will seek to have those lands included in the conservancy.

**IV. BACKGROUND:**

- When the Central Coast land use planning process was initiated by the Province, it was anticipated that terrestrial and marine planning would proceed concurrently and that marine protected areas adjacent to terrestrial protected areas would be dealt with in this joint planning process. However, terrestrial and marine planning were de-linked part way through the planning process. As such, the terrestrial planning table did not have a mandate to recommend marine protection adjacent to upland protected areas. As well, the few specific marine planning processes that did occur did not have the mandate to recommend marine protected areas adjacent to terrestrial protected area candidates.
- The marine boundary for conservancies was not addressed by Provincial negotiators in Government to Government negotiations in the Central Coast prior to the Province's land use decision. However, subsequent discussions with Coastal First Nations and Nanwakolas (formerly KNT) First Nations during the course of detailed boundary reviews for individual conservancies have indicated strong interest in including marine foreshore in the Central Coast conservancies. The First Nations involved supported the first group of conservancies being designated in the spring of 2006 on the understanding that the marine boundary issue would be addressed by the Province and changes made as appropriate at the next opportunity (i.e. addition of the marine component if approved by the Province).
- In a previous decision note (Cliff # 91055), Ministers Bell and Penner directed staff to establish marine boundaries in Central Coast conservancies generally up to 200 meters out from the high water mark based on recommendations to be developed in the management planning processes for conservancies (boundaries could be extended further than 200m to

protect values important to First Nations such as clam beds and kelp beds or to capture anchorages between headlands, etc.). Values to be protected and management benefits and issues would be assessed in a collaborative process with First Nations and other federal and provincial government agencies during the preparation of management plans for each conservancy.

- The Marine Planning Office of ILMB has completed Coastal Land Use Plans for selected areas within the CCLRMP (North Island Straits and Johnstone - Bute). Coastal Land Use Plans provide a zoning scheme then develop planning units to cover the study area. Most conservancies occur in planning units that are zoned marine conservation or marine recreation. Generally these planning units recommend continuation of the current level of industrial or commercial land use. This allows existing tenures to be replaced or transferred to new operators.
- The amendments to the *Park Act* respecting conservancies allow a range of resource uses to occur in conservancies beyond what has been allowed in provincial parks, provided certain tests are met. This means that in the future, the Ministry of Environment may find itself having to adjudicate and administer tenures for land uses such as aquaculture, local run of river power projects, log handling, and other land uses that are not usually part of the Ministry's operations.
- A protocol agreement is in place between the Ministries of Environment (MoE), Tourism, Sport and the Arts and Agriculture and Lands for the management of existing tenures that fall within newly designated conservancies. That agreement provides that existing tenures will be transferred to MoE, and MoE may either advise the tenure holder that the existing *Land Act* tenure will serve as a Park Use Permit (PUP), or provide the tenure holder with a PUP to replace the *Land Act* tenure (the preferred approach recommended by Legal Services Branch).
- Foreshore has been included in the new conservancies established on the North Coast. There, industrial tenures such as fish farming and log handling were generally avoided during boundary refinement planning for new conservancies. No aquaculture, log handling, or similar industrial foreshore tenures are present at this time in the North Coast conservancies. Some Central Coast conservancies also currently have a foreshore component, usually where the conservancy includes a tidal estuary. This decision note is not intended to apply where current legal boundaries include a foreshore component. Furthermore, any new application for an activity in a conservancy that is permitted under the *Park Act*, whether marine or terrestrial, will be managed by MoE under a PUP.

#### IV. DISCUSSION:

- Management planning processes are now underway for some Central Coast conservancies, and discussions have begun on the establishment of boundaries in the marine foreshore. In some cases, there are existing industrial land uses such as log handling and fish farms within the proposed standard 200 meter boundary. Preliminary analysis suggests there are approximately 14 tenures on the Central Coast of this kind that could not easily be avoided by boundary refinements. They are listed in Attachment 1. A consistent policy approach is required when determining whether these tenures should be included in the conservancy boundaries, or excepted from them.
- The *Park Act* allows the Minister to issue a Park Use Permit to authorize any existing tenured uses to continue, except commercial logging, mining and hydro electric (other than local run of the river). This provision allows existing authorized uses, such as shellfish/finfish aquaculture or log handling, to continue in a conservancy. The collaborative

agreements currently being negotiated with First Nations ensure that all existing tenures, other than prohibited uses, will continue for their current term. Renewals for these uses and new applications in established conservancies would be adjudicated in collaboration with First Nations and administered by MoE.

- Existing tenures for industrial uses such as finfish aquaculture and log handling sites are managed by ILMB, MAL and the Ministry of Forests and Range (MoFR). If these areas are included in conservancies and authorized under a Park Use Permit (PUP), MoE would become the management authority.
- Government's approach to authorizing commercial or industrial uses in the parks and protected areas system has usually been to include those uses that are permissible under protected areas legislation and manage them. One significant exception to this approach is grazing and haying, where government made specific legislative changes to provide MoFR with continued authority to manage those uses in protected areas where that use was occurring at the time of protected area establishment. Exceptions have also been made specifically regarding existing fish farms at God's Pocket, Hesquiat, and Broughton Archipelago marine parks.
- MAL staff has taken the position that tenures currently under their administration in proposed foreshore additions (fish farms) should be excepted from the foreshore addition to the conservancy. The main concerns expressed by agency representatives include increased uncertainty for operators regarding their continued ability to operate in a conservancy and increased bureaucratic hurdles in obtaining authorizations. MoFR's interest is in ensuring that existing log handling sites are permitted to continue to operate (i.e. not just to the end of their current term). MoFR has not expressed a strong preference respecting whether MoE or ILMB authorizes the sites.
- The collaborative management of conservancies provides First Nations with an enhanced role in management planning and in the adjudication of new PUPs and renewals. In preliminary management planning discussions on foreshore boundaries, one First Nation has expressed an interest in having an existing fish farm included within a conservancy's proposed marine boundary. Their interest in doing so is to provide the First Nation with increased influence over whether that tenure is renewed after expiry. It is probable that this issue will arise repeatedly as management planning for the Central Coast proceeds. This is particularly an issue with finfish aquaculture, which is a controversial land use for some First Nations.

## V. OPTIONS:

**Option 1:** Where a management planning process for a conservancy recommends a foreshore boundary that includes existing industrial tenures (such as fish farms and log dumps; not to include commercial recreation) that may be permitted under the *Park Act*, the existing tenures will be included in the conservancy. MoE may issue a PUP under the *Park Act* to authorize the activity. Upon expiry, the Ministry would determine, in collaboration with First Nations, whether to issue a PUP for the continuation of that activity. Any other applicable authorizations from other agencies would continue to be required.

### Pros:

- Enables the Ministry to more effectively manage the conservancy as an integrated unit in collaboration with First Nations for the protection of cultural, natural and recreational values.
- Provides First Nations with potentially greater influence over land uses in their asserted territories, and would respond to their expressed interests in extending conservancies into the foreshore.

- Is consistent with the approach taken on tenure administration to date for *Land Act* tenures that pre-dated the establishment of a conservancy and with the protocol agreement between MoE, ILMB and MoTSA.
- Will result in a consistent approach to authorizing existing uses and future uses in conservancies.

Cons:

- Requires the Minister to become the decision maker on tenure renewals for uses not normally within the Ministry of Environment mandate. This may require resources and expertise not currently available within the Ministry.
- May result in the Minister of Environment becoming the decision maker for tenure decisions that may be opposed by collaborative management partners.
- Affected holders of existing tenures may view incorporation in a conservancy as increasing the risk that their uses would not be allowed to continue after their current tenures expire.
- MAL does not support this approach, and would prefer to see existing tenures currently under their administration (fish farms) excepted from foreshore additions.

**Option 2:** Where a management planning process for a conservancy recommends a foreshore boundary that includes existing industrial tenures not usually considered appropriate in a protected area (such as fish farms and log handling sites), those tenures will be excepted from the conservancy. MoE will work with tenuring agencies through the referral process to attempt to integrate consideration of conservancy values in tenure decision making. First Nations will be consulted through the applicable processes of the tenuring agency. Over time, as tenures lapse, are no longer required or are purchased by MoE, MoE will seek to have those lands included in the conservancy.

Pros:

- Management responsibility for existing tenures, including renewals, would remain with those government agencies currently responsible.
- Currently tenured operators would not experience a transition to a new and unfamiliar management regime.
- No new resources would be required to administer these tenures in MoE.
- May avoid possible conflicts between MoE and First Nations with collaborative management agreements who may wish to see some kinds of tenures discontinued during the tenure renewal adjudication process.

Cons:

- Potentially creates industrial in-holdings surrounded by conservancy, which may complicate management of the area for the protection of First Nations uses, recreation, and natural values.
- Could result in inconsistent management between existing uses that are excepted from the conservancy and managed by MoFR, MAL or ILMB, and new uses in the same conservancy, and managed by MoE under a PUP.
- May not be supported by some First Nations, resulting in substantial challenges in the timely completion of management plans for the conservancies.
- May be interpreted by some stakeholders as indicating that these kinds of uses are in fact not compatible with the conservancy designation, which could complicate adjudication of future park use permit applications for similar kinds of land uses.

**Option 3:** Where a management planning process for a conservancy recommends a foreshore boundary that includes existing *fish farms only*, the fish farm, and an appropriate buffer area if required, will be excepted from the conservancy and continue to be administered by MAL and ILMB. Over time, as tenures lapse, are no longer required or are purchased by MoE, MoE will seek to have those lands included in the conservancy.

Pros:

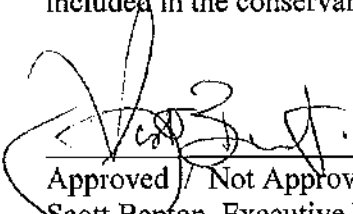
- Management responsibility for existing fish farm tenures, including renewals, would remain with those government agencies currently responsible.
- No new resources would be required to administer these tenures in MoE.
- Currently tenured operators would not experience a transition to a new and unfamiliar management regime.
- Is consistent with past practice of B.C. Parks in relation to fish farms at God's Pocket, Hesquiat and Broughton Archipelago marine parks.
- MAL and MoFR would both likely support this option

Cons:

- Limits MoE and collaborative management partners' influence over whether fish farm tenures are continued in the long term, and may complicate management of the remainder of the conservancy for the protection of natural, cultural and recreational values.
- Could result in inconsistent management between existing fish farms in a conservancy that are managed by MAL and ILMB, and new fish farms in the same area managed by MoE under a PUP.

**VII. RECOMMENDATION OPTION:**

**Option 2:** Where a management planning process for a conservancy recommends a foreshore boundary that includes existing industrial tenures not usually considered appropriate in a protected area (such as fish farms and log handling sites), those tenures will be excepted from the conservancy. MoE will work with tenuring agencies through the referral process to attempt to integrate consideration of conservancy values in tenure decision making. First Nations will be consulted through the applicable processes of the tenuring agency. Over time, as tenures lapse, are no longer required or are purchased by MoE, MoE will seek to have those lands included in the conservancy.

  
Approved / Not Approved  
Scott Benton, Executive Director  
Parks and Protected Areas Division

08/11/03.  
Date

**Contact:**

Peter Levy  
Manager, Coast LRMP  
Implementation  
Smithers

Phone: 250 847-7289

**Alternate Contact:**

Ken Morrison, Manager,  
Planning and Land  
Administration  
Parks and Protected  
Areas HQ

Phone: 3565298

**Prepared by:**

Brett Hudson, Planning and  
Management Branch,

Parks and Protected Areas: HQ

Phone: 387-4593

Approved	Initials	Date
Dir.	BB	Oct 22/08
Mgr	KM	Oct 22/08
Author	BH	Oct. 15 08

### Attachment 1:

#### Preliminary List of Central Coast Conservancies with Industrial Tenures that may be Affected by Extending Current Boundaries into Marine Foreshore

Conservancy	Tenure Type	Tenure Status
Forward Harbour Conservancy	Log Handling/Storage	Disposition in good standing
Goose Bay Conservancy	Commercial/General	Disposition in good standing
	Commercial B	Disposition in good standing
	Commercial B	Disposition in good standing
Lady Douglas - Don Peninsula Conservancy	Log Handling/Storage	Disposition in good standing. It is a map notation held by MAL.
Mahpahkum-Ahkwuna Deserters-Walker Conservancy	Fin fish aquaculture	Application
	Commercial – Marina	Disposition in good standing
	Light Industrial	License offered
Moksgm'ol/Chapple-Cornwall Conservancy	Commercial B (2)	Disposition in good standing
	Log Handling/Storage	License of Occupation offered
Outer Central Coast Islands	Shell fish aquaculture	Disposition in good standing. It is a Map Reserve held by MAL.
Broughton Archipelago Conservancy	Commercial A (2)	Active. Related to fin fish aquaculture
	Commercial A	Map notation/ Reserve held by MAL
	Aquaculture Licence	Active
	Aquaculture License (4)	Requested
Penrose Ripon	Commercial B (3)	Application accepted
	Remote Residential (2)	Disposition in good standing
	Commercial A	Disposition in good standing
	Shell Fish Aquaculture	Map Reserve: Disposition in good standing

# RE: Tenures in new Broughton Conservancy

Wednesday, December 20, 2017  
3:45 PM

Subject	<b>RE: Tenures in new Broughton Conservancy</b>
From	Cheesman, Sean AL:EX
To	Collins, Clint AL:EX
Cc	Peemoeller, Marco AL:EX; Nielsen, Terry AL:EX; Last, Gavin AL:EX
Sent	Tuesday, March 2, 2010 9:06 AM

Unfortunately, the on-line public map browsers also show Arrow Pass as inside the Conservancy.

Good thought to check Marco!

---

From: Collins, Clint AL:EX  
Sent: Tuesday, March 02, 2010 8:54 AM  
To: Cheesman, Sean AL:EX  
Cc: Peemoeller, Marco AL:EX; Nielsen, Terry AL:EX  
Subject: RE: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Thanks Sean. Terry, can you follow up with MHC or Port Hardy Parks Office?

Clint Collins, P.Ag  
Area Manager  
Aquaculture Operations Branch  
BC Ministry of Agriculture and Lands  
250-897-7526

---

From: Cheesman, Sean AL:EX  
Sent: Tuesday, March 2, 2010 8:50 AM  
To: Collins, Clint AL:EX  
Cc: Peemoeller, Marco AL:EX; Nielsen, Terry AL:EX  
Subject: FW: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

fyi

---

From: Cheesman, Sean AL:EX  
Sent: Tuesday, March 02, 2010 8:30 AM  
To: Last, Gavin AL:EX  
Subject: FW: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Terry asked a question and I looked at the online mapping to be surprised to see the Arrow Pass site



not 'cut out' of the Broughton Conservancy. I do not know what to make of it with all the work that went in to identifying and agreeing to donut sites in the situation of being completely within a Conservancy. Hopefully it is just a map error.

<< File: Arrow\_Broughton Conservancy.pdf >>

---

From: Cheesman, Sean AL:EX  
Sent: Tuesday, March 02, 2010 8:06 AM  
To: Nielsen, Terry AL:EX  
Cc: Peemoeller, Marco AL:EX  
Subject: RE: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Hi guys,

If the upland portion is in a newly created Conservancy, my understanding is when the tenure comes up for renewal, they will be requested/required to turn it into a Park Use Permit, just like Whirl and Twist was. Hopefully the company will not decline to try to renew, as with Whirl and Twist.

I don't see any Parks or Conservancies near Wicklow?

I'm looking at a Crown land tenure database and Arrow, Swanson and Midsummer don't look like they have upland tenure parts, at least not attached to them?

Arrow, however, looks like something happened which wasn't supposed to. It was agreed to 'cut out' around existing finfish tenures when Conservancies went in. That may need to go up the line for an explanation.

Sean

---

From: Nielsen, Terry AL:EX  
Sent: Monday, March 01, 2010 3:47 PM  
To: Cheesman, Sean AL:EX  
Cc: Peemoeller, Marco AL:EX  
Subject: FW: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Dear Sean,

Marco suggests I ask you where this went as the last email says "I will discuss with Sean...". the question is can Parks come along and force the upland portion of tenures for sites Wicklow, Swanson, Midsummer and Arrow to apply for PUPs? This would be the thin edge of the wedge if it were true...

terry

---

From: Nielsen, Terry AL:EX  
Sent: Monday, March 1, 2010 3:28 PM  
To: Peemoeller, Marco AL:EX  
Subject: RE: Tenures in new Broughton Conservancy

Sensitivity: Confidential

"There are some tenured sites that are on the upland portion of the Conservancy and these will be transferred into Park use permits."

This is the nub of the problem. Can the parks guys do this wrt upland part of tenure?

---

From: Peemoeller, Marco AL:EX  
Sent: Monday, March 1, 2010 3:14 PM  
To: Nielsen, Terry AL:EX  
Subject: FW: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Terry,

As requested.

---

From: Last, Gavin AL:EX  
Sent: Tuesday, September 29, 2009 3:44 PM  
To: Peemoeller, Marco AL:EX  
Cc: Caine, Gary AL:EX; Evans, Kathy AL:EX; Harrower, Bill AL:EX; Russell, Jim AL:EX; Reay, Gary W AL:EX  
Subject: RE: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Glad I could help. If the issue of conservancy boundaries comes up again, you will find this decision note about excluding farms rather than incorporating them helpful:

<< Message: RE: Tenures in new Broughton Conservancy >>

---

From: Peemoeller, Marco AL:EX  
Sent: Tuesday, September 29, 2009 3:38 PM  
To: Last, Gavin AL:EX  
Cc: Caine, Gary AL:EX; Evans, Kathy AL:EX; Harrower, Bill AL:EX; Russell, Jim AL:EX; Reay, Gary W AL:EX  
Subject: FW: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Thanks for following up on this Gavin. Regards, Marco.

---

From: Last, Gavin AL:EX  
Sent: Tuesday, September 29, 2009 3:13 PM  
To: Spowart, Jim W ENV:EX  
Cc: Castledine, Al AL:EX; Rhodes, Trevor AL:EX; Peemoeller, Marco AL:EX; Jacobsen, Catherine ENV:EX; Tetarenko, Diane ILMB:EX; Cheesman, Sean AL:EX  
Subject: RE: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Hi Jim,

I appreciate your quick reply. I would like to find out more about the upland tenures that are to be transferred to PUPs at Bonwick and Swanson. Sean Cheeseman will contact you tomorrow to discuss this. Thanks again.

---

From: Spowart, Jim W ENV:EX

Sent: Tuesday, September 29, 2009 3:07 PM

To: Last, Gavin AL:EX

Cc: Castledine, Al AL:EX; Rhodes, Trevor AL:EX; Peemoeller, Marco AL:EX; Jacobsen, Catherine ENV:EX; Tetarenko, Diane ILMB:EX

Subject: RE: Tenures in new Broughton Conservancy

Sensitivity: Confidential

Hi Gavin,

I have looked further into this and have found out the following;

At the creation of some of the Conservancies the foreshore was excluded, the map I was working off included the foreshore. My mistake and I apologize. There is work in progress to include the foreshore within the Conservancy boundary. Any current active tenures in the foreshore will be excluded from the Conservancy. This includes most of the Marine Harvest sites. There are some sites that are identified as inactive that may need to be addressed in this exercise.

There are some tenured sites that are on the upland portion of the Conservancy and these will be transferred into Park use permits.

I have included a listing of all the sites and what I understand is the current status of the tenure.

Site 1405020 Eden Island Inactive Actions to be taken by MOE

Site 1405627 Bonwick Island Active Upland tenure to be transferred into a PUP

Site 1404681 Bonwick Island Requested To be excluded in foreshore addition

Site 1405400 Bonwick Island Active Upland tenure to be transferred into a PUP

Site 1405292 Cedar Island Active To be excluded in foreshore addition

Site 1404678 Cedar Island Active To be excluded in foreshore addition

Site 1404380 Midsummer Island Requested To be excluded in foreshore addition

Site 1405293 Swanson Island Expired in 2007 Upland portion include dock buildings etc Tenure transfer to be addressed by MOE

Site 1404381 Swanson Island Requested To be excluded in foreshore addition

Site 1406655 Potts Lagoon Active expires 2025

Jim Spowart. BA Rec Admin.

Area Supervisor, Central Coast

Parks and Protected Areas Division

Vancouver Island Region

Black Creek.

Ph# 1-250-337-2418

Fax.1-250-337-5695

Cell # 1-250-218-0359

---

From: Last, Gavin AL:EX  
Sent: Tuesday, September 29, 2009 11:43 AM  
To: Spowart, Jim W ENV:EX  
Cc: Castledine, Al AL:EX; Rhodes, Trevor AL:EX  
Subject: FW: Tenures in new Broughton Conservancy  
Importance: High  
Sensitivity: Confidential

Hi Jim,

Your note below indicates that the tenures in question are now under your administration. Can you provide more information as to how and when this happened? We had been participating in a consultation process but had no notice of any pending decision.

Please get back to me as soon as possible. Thanks.

---

From: Peemoeller, Marco AL:EX  
Sent: Tuesday, September 29, 2009 10:28 AM  
To: Rhodes, Trevor AL:EX  
Cc: Caine, Gary AL:EX; Evans, Kathy AL:EX; Russell, Jim AL:EX; Reay, Gary W AL:EX; Cheesman, Sean AL:EX  
Subject: FW: Tenures in new Broughton Conservancy  
Importance: High  
Sensitivity: Confidential

Hi Trevor,

Please see correspondence below. You may want to follow-up with Victoria staff, as I understand that they were involved in the conservancy process. Regards, Marco.

---

From: Spowart, Jim W ENV:EX  
Sent: Tuesday, September 29, 2009 10:06 AM  
To: Peemoeller, Marco AL:EX  
Subject: RE: Tenures in new Broughton Conservancy

Hi Marco,

Please hold off on any tenure renewals until I confirm who has the authority as they are under our administration now. We may not want them renewed for long terms as we are going to be commencing a management planning process for the whole area.

I will get back to you on this ASAP.

Jim Spowart. BA Rec Admin.  
Area Supervisor, Central Coast  
Parks and Protected Areas Division  
Vancouver Island Region  
Black Creek.  
Ph# 1-250-337-2418  
Fax.1-250-337-5695  
Cell # 1-250-218-0359

---

From: Peemoeller, Marco AL:EX  
Sent: Tuesday, September 29, 2009 9:56 AM  
To: Spowart, Jim W ENV:EX  
Subject: Tenures in new Broughton Conservancy

Hi Jim,

I understand from our phone conversation yesterday that the following tenures are on the list to be converted as part of the upcoming tenure transfers to Parks Use Permits in the newly created Broughton Conservancy. Could you confirm the list, and let me know if there are any other land file numbers that are affected? From what I can tell, there are 5 salmon farms on the list, which I have identified below. As I understand things, I have outlined their status below.

1405020 Eden Island (Inactive)

1405627

1404681 Arrow Passage (not tenured, tenure is slated for replacement) , currently operating on month to month authorization.

1405400

1405293

1404381 Swanson Island (not tenured, tenure is slated for replacement) , currently operating on month to month authorization.

1404592

1404380 Midsummer Island (not tenured, tenure is slated for replacement) , currently operating on month to month authorization.

1406655 Potts Bay (tenure expires 2025)

Can you confirm that my understanding is correct? Thanks, Marco.

Page 038 to/à Page 039

Withheld pursuant to/removed as

s.14

# FW: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Wednesday, December 20, 2017  
2:47 PM

Subject	<b>FW: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago</b>
From	Peemoeller, Marco AGRI:EX
To	Last, Gavin AGRI:EX
Sent	Friday, May 13, 2011 11:32 AM

Gavin,

I will fwd the tenure doc's for the last 2 files when I get a chance to track them down. Regards,  
Marco.

---

From: Spowart, Jim W ENV:EX  
Sent: Wednesday, May 11, 2011 9:30 AM  
To: Peemoeller, Marco AGRI:EX  
Cc: Evans, Kathy FLNR:EX; Albrecht, Kenneth FLNR:EX  
Subject: RE: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Hi Marco,

Sorry it was a typo in my original document.

The two licences I would like a copy for are on Cedar island and are numbers

1405292 and 1404678

I have checked them this morning on the ILRR and would have attached maps but for some reason this morning it is really slow.

Thanks  
Jim Spowart. BA Rec Admin.  
Area Supervisor, Central Coast  
BC Parks  
West Coast Region  
Black Creek.  
Ph# 1-250-337-2418  
Fax.1-250-337-5695  
Cell # 1-250-218-0359

---

From: Peemoeller, Marco AGRI:EX  
Sent: Tuesday, May 10, 2011 2:55 PM  
To: Spowart, Jim W ENV:EX  
Cc: Evans, Kathy FLNR:EX; Albrecht, Kenneth FLNR:EX  
Subject: FW: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Hi Jim,

Comments and tenure documents for the Land file numbers below. Regards, Marco.

Cedar Island

1404672

This is a Ferry Terminal. File# 0226555 (File in Victoria) (Reserve/Notation)

1404592

This is Private Land, Sayward district, District Lot 545 (Crown Grant)

Bonwick Island

1405400

<< File: 1405400.pdf >>

1405627

<< File: 1405627.pdf >>

Swanson Island

1405293

<< File: 1405293.pdf >>

1405607

<< File: 1405607.pdf >>

Marco Peemoeller  
Finfish Aquaculture Specialist  
BC Access Centre, 2500 Cliffe Avenue  
Courtenay, BC V9N 5M6  
Ph: (250) 897- 7543  
Fax: (250) 334-1410

---

From: Evans, Kathy FLNR:EX  
Sent: Tuesday, May 10, 2011 11:30 AM  
To: Peemoeller, Marco AGRI:EX  
Cc: Albrecht, Kenneth FLNR:EX  
Subject: FW: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Hi Marco. As per Jim's request, can you please scan, and forward to him, copies of the tenure documents requested. Thanks.

Kath

---

From: Spowart, Jim W ENV:EX  
Sent: Tuesday, May 10, 2011 11:28 AM  
To: Evans, Kathy FLNR:EX  
Subject: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago



Hi Kathy,

I am working on the transfer of six tenures held by Marine Harvest. They are all in the Broughton Archipelago Conservancy and will eventually be transferred into Park Use Permits. Would you have copies of the original tenure documents?

The six I am interested in are

Cedar Island  
1404672  
1404592

Bonwick Island  
1405400  
1405627

Swanson Island  
1405293  
1405607

Thanks

Jim Spowart. BA Rec Admin.  
Area Supervisor, Central Coast  
BC Parks  
West Coast Region  
Black Creek.  
Ph# 1-250-337-2418  
Fax.1-250-337-5695  
Cell # 1-250-218-0359  
<< OLE Object: Picture (Device Independent Bitmap) >>

Page 043 to/à Page 044

Withheld pursuant to/removed as

s.14

Page 045 to/à Page 051

Withheld pursuant to/removed as

s.14;s.13

## Balsom, Tami CSNR:EX

---

**From:** Peemoeller, Marco AL:EX  
**Sent:** Tuesday, September 29, 2009 3:38 PM  
**To:** Last, Gavin AL:EX  
**Cc:** Caine, Gary AL:EX; Evans, Kathy AL:EX; Harrower, Bill AL:EX; Russell, Jim AL:EX; Reay, Gary W AL:EX  
**Subject:** FW: Tenures in new Broughton Conservancy  
**Sensitivity:** Confidential

Thanks for following up on this Gavin. Regards, Marco.

---

**From:** Last, Gavin AL:EX  
**Sent:** Tuesday, September 29, 2009 3:13 PM  
**To:** Spowart, Jim W ENV:EX  
**Cc:** Castledine, Al AL:EX; Rhodes, Trevor AL:EX; Peemoeller, Marco AL:EX; Jacobsen, Catherine ENV:EX; Tetarenko, Diane ILMB:EX; Cheesman, Sean AL:EX  
**Subject:** RE: Tenures in new Broughton Conservancy  
**Sensitivity:** Confidential

Hi Jim,  
I appreciate your quick reply. I would like to find out more about the upland tenures that are to be transferred to PUPs at Bonwick and Swanson. Sean Cheesman will contact you tomorrow to discuss this. Thanks again.

---

**From:** Spowart, Jim W ENV:EX  
**Sent:** Tuesday, September 29, 2009 3:07 PM  
**To:** Last, Gavin AL:EX  
**Cc:** Castledine, Al AL:EX; Rhodes, Trevor AL:EX; Peemoeller, Marco AL:EX; Jacobsen, Catherine ENV:EX; Tetarenko, Diane ILMB:EX  
**Subject:** RE: Tenures in new Broughton Conservancy  
**Sensitivity:** Confidential

Hi Gavin,

I have looked further into this and have found out the following;

At the creation of some of the Conservancies the foreshore was excluded, the map I was working off included the foreshore. My mistake and I apologize. There is work in progress to include the foreshore within the Conservancy boundary. Any current active tenures in the foreshore will be excluded from the Conservancy. This includes most of the Marine Harvest sites. There are some sites that are identified as inactive that may need to be addressed in this exercise.

There are some tenured sites that are on the upland portion of the Conservancy and these will be transferred into Park use permits.

I have included a listing of all the sites and what I understand is the current status of the tenure.

Site 1405020	Eden Island	Inactive	Actions to be taken by MOE
--------------	-------------	----------	----------------------------

Site 1405627	Bonwick Island	Active	Upland tenure to be transfered into a PUP
Site 1404681	Bonwick Island	Requested	To be excluded in foreshore addition
Site 1405400	Bonwick Island	Active	Upland tenure to be transfered into a PUP
Site 1405292	Cedar Island	Active	To be excluded in foreshore addition
Site 1404678	Cedar Island	Active	To be excluded in foreshore addtion
Site 1404380	Midsummer Island	Requested	To be excluded in foreshore addition
Site 1405293	Swanson Island	Expired in 2007	Upland portion include dock buildings etc Tenure transfer to be addressed by MOE
Site 1404381	Swanson Island	Requested	To be excluded in foreshore addition
Site 1406655	Potts Lagoon	Active expires 2025	

Jim Spowart. BA Rec Admin.  
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Parks and Protected Areas Division  
Vancouver Island Region  
Black Creek.  
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Cell # 1-250-218-0359

---

**From:** Last, Gavin AL:EX  
**Sent:** Tuesday, September 29, 2009 11:43 AM  
**To:** Spowart, Jim W ENV:EX  
**Cc:** Castledine, Al AL:EX; Rhodes, Trevor AL:EX  
**Subject:** FW: Tenures in new Broughton Conservancy  
**Importance:** High  
**Sensitivity:** Confidential

Hi Jim,  
Your note below indicates that the tenures in question are now under your administration. Can you provide more information as to how and when this happened? We had been participating in a consultation process but had no notice of any pending decision.  
Please get back to me as soon as possible. Thanks.

---

**From:** Peemoeller, Marco AL:EX  
**Sent:** Tuesday, September 29, 2009 10:28 AM  
**To:** Rhodes, Trevor AL:EX  
**Cc:** Caine, Gary AL:EX; Evans, Kathy AL:EX; Russell, Jim AL:EX; Reay, Gary W AL:EX; Cheesman, Sean AL:EX  
**Subject:** FW: Tenures in new Broughton Conservancy  
**Importance:** High  
**Sensitivity:** Confidential

Hi Trevor,

Please see correspondence below. You may want to follow-up with Victoria staff, as I understand that they were involved in the conservancy process. Regards, Marco.

---

**From:** Spowart, Jim W ENV:EX  
**Sent:** Tuesday, September 29, 2009 10:06 AM  
**To:** Peemoeller, Marco AL:EX  
**Subject:** RE: Tenures in new Broughton Conservancy

Hi Marco,

Please hold off on any tenure renewals until I confirm who has the authority as they are under our administration now. We may not want them renewed for long terms as we are going to be commencing a management planning process for the whole area.

I will get back to you on this ASAP.

Jim Spowart. BA Rec Admin.  
Area Supervisor, Central Coast  
Parks and Protected Areas Division  
Vancouver Island Region  
Black Creek.  
Ph# 1-250-337-2418  
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Cell # 1-250-218-0359

---

**From:** Peemoeller, Marco AL:EX  
**Sent:** Tuesday, September 29, 2009 9:56 AM  
**To:** Spowart, Jim W ENV:EX  
**Subject:** Tenures in new Broughton Conservancy

Hi Jim,

I understand from our phone conversation yesterday that the following tenures are on the list to be converted as part of the upcoming tenure transfers to Parks Use Permits in the newly created Broughton Conservancy. Could you confirm the list, and let me know if there are any other land file numbers that are affected? From what I can tell, there are 5 salmon farms on the list, which I have identified below. As I understand things, I have outlined their status below.

1405020	Eden Island (Inactive)
1405627	
1404681	Arrow Passage (not tenured, tenure is slated for replacement) , currently operating on month to month authorization.
1405400	
1405293	
1404381	Swanson Island (not tenured, tenure is slated for replacement) , currently operating on month to month authorization.
1404592	
1404380	Midsummer Island (not tenured, tenure is slated for replacement) , currently operating on month to month authorization.
1406655	Potts Bay (tenure expires 2025)

Can you confirm that my understanding is correct? Thanks, Marco.

# FW: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Wednesday, December 20, 2017  
2:43 PM

Subject	<b>FW: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago</b>
From	Cheesman, Sean AGRI:EX
To	Peemoeller, Marco FLNR:EX; Albrecht, Kenneth FLNR:EX
Sent	Monday, May 16, 2011 8:54 AM

I just want to double check my info for 1405292 and 1404678.

They are used for crew quarters by Marine Harvest, or do we have actual use other than 'Commercial'?

Sean

---

From: Peemoeller, Marco AGRI:EX  
Sent: Friday, May 13, 2011 11:43 AM  
To: Evans, Kathy FLNR:EX  
Cc: Last, Gavin AGRI:EX  
Subject: FW: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Hi Kathy,

I have discussed with Gavin, and Victoria will keep us informed if there are any concerns. Regards,  
Marco.

---

From: Spowart, Jim W ENV:EX  
Sent: Wednesday, May 11, 2011 9:30 AM  
To: Peemoeller, Marco AGRI:EX  
Cc: Evans, Kathy FLNR:EX; Albrecht, Kenneth FLNR:EX  
Subject: RE: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Hi Marco,

Sorry it was a typo in my original document.

The two licences I would like a copy for are on Cedar island and are numbers

1405292 and 1404678

I have checked them this morning on the ILRR and would have attached maps but for some reason this morning it is really slow.

Thanks  
Jim Spowart. BA Rec Admin.  
Area Supervisor, Central Coast  
BC Parks  
West Coast Region



Black Creek.  
Ph# 1-250-337-2418  
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Cell # 1-250-218-0359

---

From: Peemoeller, Marco AGRI:EX  
Sent: Tuesday, May 10, 2011 2:55 PM  
To: Spowart, Jim W ENV:EX  
Cc: Evans, Kathy FLNR:EX; Albrecht, Kenneth FLNR:EX  
Subject: FW: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Hi Jim,

Comments and tenure documents for the Land file numbers below. Regards, Marco.

Cedar Island

1404672

This is a Ferry Terminal. File# 0226555 (File in Victoria) (Reserve/Notation)

1404592

This is Private Land, Sayward district, District Lot 545 (Crown Grant)

Bonwick Island

1405400

<< File: 1405400.pdf >>  
1405627

<< File: 1405627.pdf >>  
Swanson Island

1405293

<< File: 1405293.pdf >>  
1405607

<< File: 1405607.pdf >>  
Marco Peemoeller  
Finfish Aquaculture Specialist  
BC Access Centre, 2500 Cliffe Avenue  
Courtenay, BC V9N 5M6  
Ph: (250) 897- 7543  
Fax: (250) 334-1410

---

From: Evans, Kathy FLNR:EX  
Sent: Tuesday, May 10, 2011 11:30 AM  
To: Peemoeller, Marco AGRI:EX  
Cc: Albrecht, Kenneth FLNR:EX

Subject: FW: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

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Kath

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# RE: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Wednesday, December 20, 2017  
2:42 PM

Subject	<b>RE: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago</b>
From	Peemoeller, Marco AGRI:EX
To	Cheesman, Sean AGRI:EX; Albrecht, Kenneth FLNR:EX
Sent	Monday, May 16, 2011 11:21 AM

Hi Sean,

I will fwd you a copy of the tenure documents.

Marco Peemoeller  
Finfish Aquaculture Specialist  
BC Access Centre, 2500 Cliffe Avenue  
Courtenay, BC V9N 5M6  
Ph: (250) 897- 7543  
Fax: (250) 334-1410

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From: Cheesman, Sean AGRI:EX  
Sent: Monday, May 16, 2011 8:55 AM  
To: Peemoeller, Marco AGRI:EX; Albrecht, Kenneth FLNR:EX  
Subject: FW: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

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They are used for crew quarters by Marine Harvest, or do we have actual use other than 'Commercial'?

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Cc: Last, Gavin AGRI:EX  
Subject: FW: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

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I have discussed with Gavin, and Victoria will keep us informed if there are any concerns. Regards,  
Marco.

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Black Creek.

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<< OLE Object: Picture (Device Independent Bitmap) >>

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To: Peemoeller, Marco AGRI:EX

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Wednesday, December 20, 2017  
2:27 PM

Subject	<b>FW: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago</b>
From	Peemoeller, Marco AGRI:EX
To	Cheesman, Sean AGRI:EX
Cc	Last, Gavin AGRI:EX
Sent	Monday, May 16, 2011 11:25 AM
Attachments	<div> 1404678</div> <div> 1405292</div>

Hi Sean,

FYI.

Marco Peemoeller  
Finfish Aquaculture Specialist  
BC Access Centre, 2500 Cliffe Avenue  
Courtenay, BC V9N 5M6  
Ph: (250) 897- 7543  
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From: Peemoeller, Marco AGRI:EX  
Sent: Monday, May 16, 2011 11:20 AM  
To: Spowart, Jim W ENV:EX  
Cc: Evans, Kathy FLNR:EX; Albrecht, Kenneth FLNR:EX  
Subject: RE: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

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<< OLE Object: Picture (Device Independent Bitmap) >>



## LICENCE OF OCCUPATION

Licence No.:

113518

File No.: 1404678

Disposition No.: 875249

THIS AGREEMENT is dated for reference January 1, 2010 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:**

**MARINE HARVEST CANADA INC.**

124-1334 Island Hwy  
Campbell River, BC V9W 8C9

(the "Licensee")

The parties agree as follows:

### ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

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

**"Commencement Date"** means January 1, 2010;

**"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;

STANDARD LICENCE

Page 1 of \_\_\_\_\_

**“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 Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District, containing 0.754 hectares, more or less,

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

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

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

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

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

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

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

be enforceable to the fullest extent permitted by law.

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

## ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for general commercial float residences and storage facilities for fish farm and floats 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 10th anniversary of that date, or such earlier date provided for in this Agreement.

## ARTICLE 3 - FEES

- 3.1 You will pay to us

(a) for the first year of the Term, Fees of \$679.68, payable in advance on the \_\_\_\_\_

Commencement Date; and

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

#### ARTICLE 4 - COVENANTS

4.1 You must

- (a) pay, when due,
  - (i) the Fees to us at the address set out in Article 10,
  - (ii) the Realty Taxes, and
  - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
  - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, 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) not interrupt passage by the public on foot, over the intertidal portion of the Land;
- (p) 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*;
- (q) not alter, repair or add to any Improvement without our prior written consent;
- (r) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within 3 months;
- (s) agree to develop the land in a diligent and workmanlike manner in accordance with the management plan held on file in this office;
- (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 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you 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;
- (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) access to the Land is by water only;
- (m) to maintain in good standing the licence over Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District,

containing 44.4 hectares, more or less, Nanaimo District, on File 1404380 and That part of District Lot 1452, Range 1, Coast District, containing 0.2906 hectares, more or less, on File 1405292, and any renewal or replacement (the Foreshore Licence) and shall be in default of this Licence should the Foreshore Licence become invalid for any reason, or not be renewed by us.

- (n) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (o) 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
- (p) 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 \$25,000.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
  - (b) be in the form required by us; and
  - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
  - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 6.6 You must
- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
    - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
  - (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
  - (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
  - (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
  - (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

- 6.7 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 6.6(a); and
  - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;
- and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.
- 6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 6.9 You waive all rights of recourse against us with regard to damage to your own property.

#### ARTICLE 7 - ASSIGNMENT

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

#### ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
    - (i) default in the payment of any money payable by you under this Agreement, or

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

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

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

#### ARTICLE 9 - DISPUTE RESOLUTION

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

#### ARTICLE 10 - NOTICE

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

INTEGRATED LAND MANAGEMENT BUREAU

Suite 142 - 2080 Labieux Road  
Nanaimo, BC V9T 6J9;

to you

MARINE HARVEST CANADA INC.  
124-1334 Island Hwy  
Campbell River, BC V9W 8C9;

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

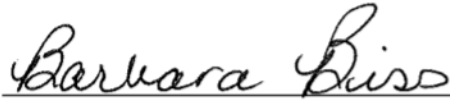
- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, 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.

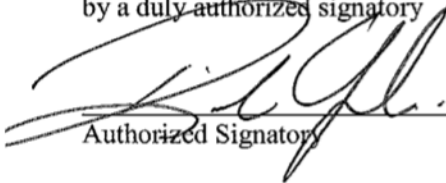


SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by the minister responsible for the *Land Act*  
or the minister's authorized representative



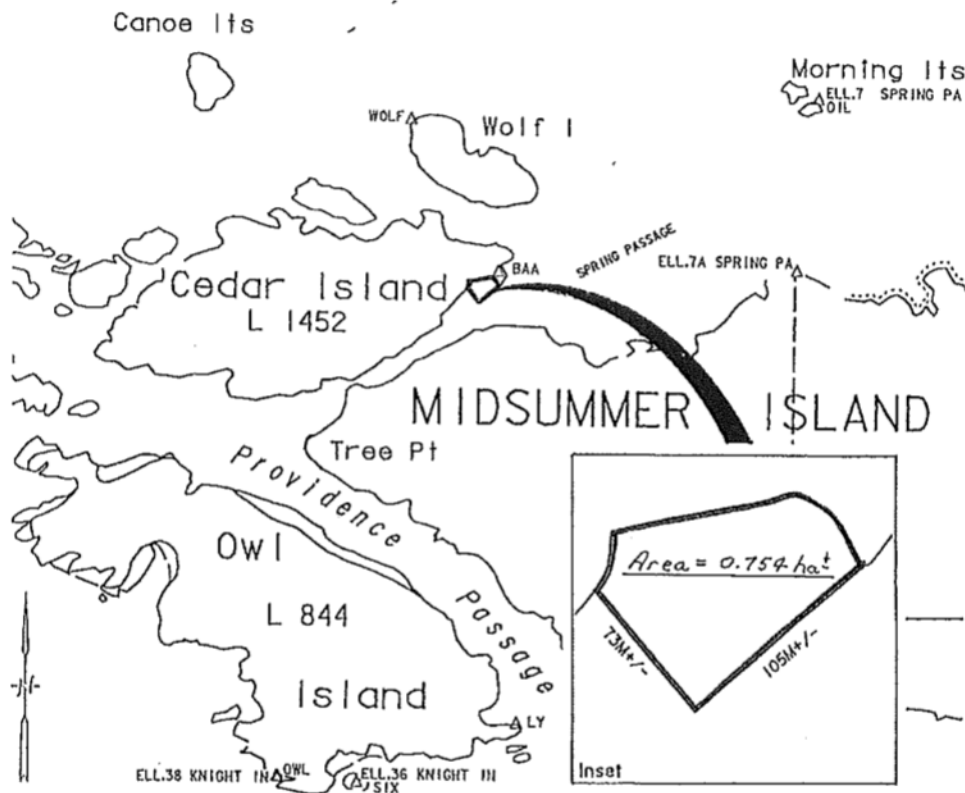
Minister responsible for the *Land Act*  
or the minister's authorized representative

SIGNED on behalf of  
**MARINE HARVEST CANADA INC.**  
by a duly authorized signatory

  
Authorized Signatory

## LEGAL DESCRIPTION SCHEDULE

Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District, shown outlined on sketch below, containing 0.754 hectares, more or less.





Ministry of Sustainable  
Resource Management

**LICENCE OF OCCUPATION**

Licence No.:

109530

File No.: 1405292

Disposition No.: 157485

THIS AGREEMENT is dated for reference June 1, 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:**

STOLT SEA FARM INC., INC. NO. 36767  
1761 Redwood Street  
Campbell River, BC V9W 3K7

(the "Licensee")

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

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

"**Commencement Date**" means June 1, 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;

STANDARD LICENCE

Page 1 of 16

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

that part of District Lot 1452, Range 1, Coast District, containing 0.2906 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*) and land covered by water;

**“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 caretaker residence and storage facility for fish farm 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 10th anniversary of that date, or such earlier date provided for in this Agreement.

## ARTICLE 3 - FEES

- 3.1 You will pay to us:
- (a) for the first year of the Term, Fees of \$1,012.13, payable in advance on the Commencement Date; and

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

#### ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
    - (i) the Fees to us at the address set out in Article 10,
    - (ii) the Realty Taxes, and
    - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
  - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
  - (c) observe, abide by and comply with
    - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any 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 or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
  - (i) our prior written consent, and
  - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) 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) at our request and at your expense, have a British Columbia Land Surveyor complete, in accordance with the instructions of the Surveyor General of British Columbia, a *Land Act* survey plan of the Land within 12 months after survey instructions are issued by the Surveyor General of British Columbia;
- (o) agree to develop the Land, in a diligent and workmanlike manner in accordance with the Management Plan held on file at our office;

- (p) agree to maintain in good standing the foreshore license over unsurveyed foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District, License No. 109094, File No. 1404380 and any renewal or replacement (the foreshore license) and shall be in default of this License should the foreshore license become invalid for any reason, or not be renewed by us;
- (q) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (r) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
- (i) your breach, violation or nonperformance of a provision of this Agreement, and
  - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,
- and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (s) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
  - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you 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(r), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in

subsection (c) whether or not you have actual notice of them.

- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) access to the Land is by water only;
- (j) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (k) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(s)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(s)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(s)(iii); and
- (l) 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 \$2,500.00 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 Nanaimo, British Columbia, and if we or our authorized representative have no office in Nanaimo, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Nanaimo, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

**ARTICLE 10 - NOTICE**

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

to us

Land and Water British Columbia Inc.  
Suite 501 345 Wallace Street  
Nanaimo, BC V9R 5B6;

to you

Stolt Sea Farm Inc.  
1761 Redwood Street  
Campbell River, BC V9W 3K7;

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

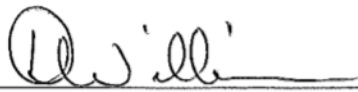
remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

- 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.

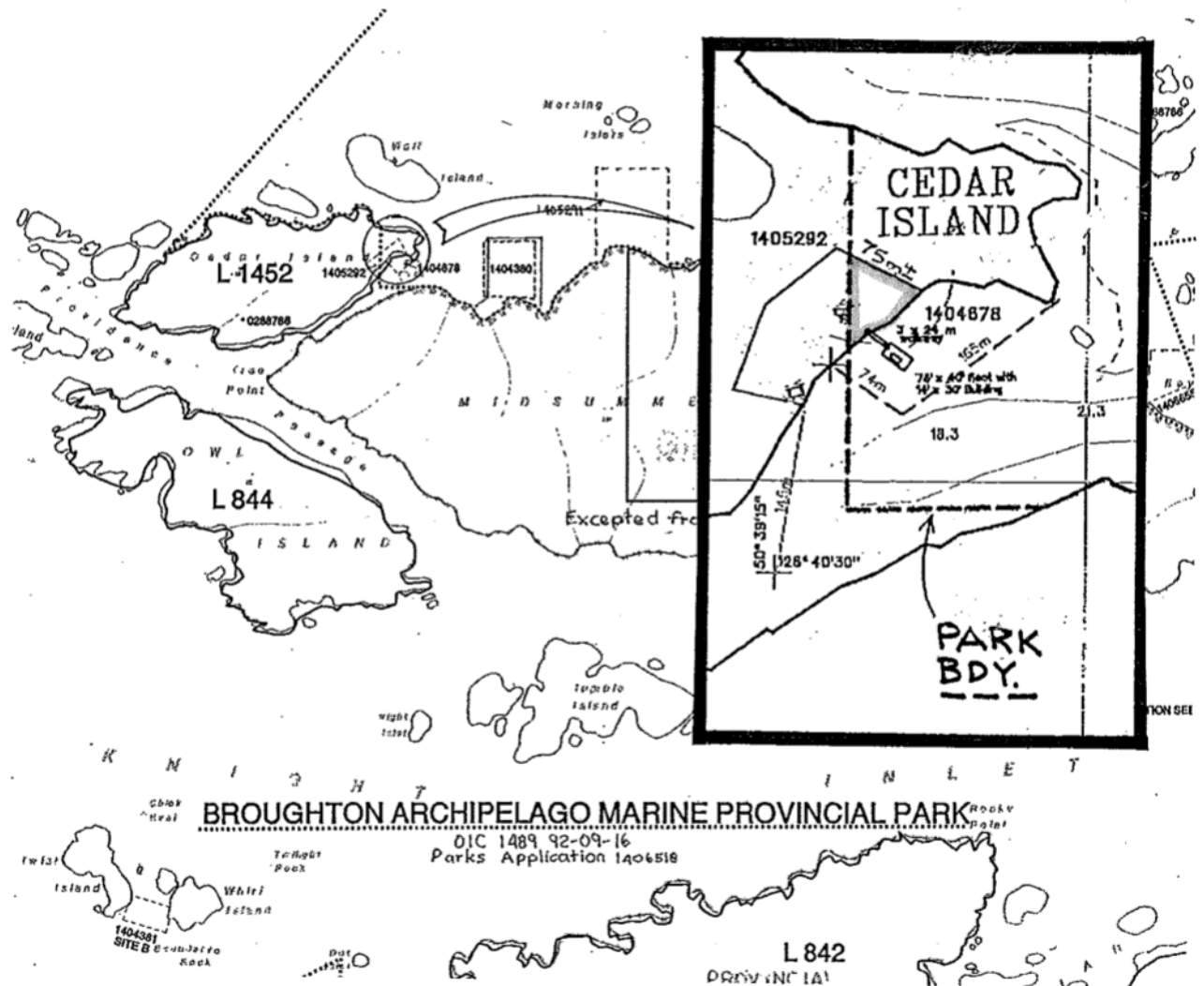
SIGNED on behalf of Stolt Sea Farm Inc.  
by a duly authorized signatory



Authorized Signatory

## LEGAL DESCRIPTION SCHEDULE

That part of District Lot 1452, Range 1, Coast District, shown outlined on sketch below, containing 0.2906 hectares, more or less.





Ministry of  
Agriculture and Lands

## ENDORSEMENTS

Licence No.: 109530  
Endorsement No.: 2

File No.: 1405292  
Date: February 12, 2007

Licence recorded in the name of MARINE HARVEST CANADA INC., Inc. No. A0067668 pursuant to a Certificate of Amalgamation dated April 11, 2006, issued under the Authority of the Business Corporations Act.

Licence No.: 109530  
Endorsement No.: 3

File No.: 1405292  
Date: February 12, 2007

Change of Incorporation Number to Inc. No. C0781706 due to a Certificate of Continuation dated February 2, 2007, issued under the Authority of the Business Corporations Act.

  
Authorized Representative

Page 1 of 1

# RE: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Wednesday, December 20, 2017  
2:26 PM

Subject	<b>RE: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago</b>
From	Peemoeller, Marco AGRI:EX
To	Cheesman, Sean AGRI:EX
Cc	Evans, Kathy FLNR:EX; Last, Gavin AGRI:EX
Sent	Tuesday, May 17, 2011 1:12 PM

Hi Sean,

I am not sure about other tenures, perhaps you could ask this question when you discuss with "Environment folks". Please keep both myself and Kathy apprised of any developments. Thanks for looking into this. Regards, Marco.

---

From: Cheesman, Sean AGRI:EX  
Sent: Tuesday, May 17, 2011 12:46 PM  
To: Peemoeller, Marco AGRI:EX  
Subject: RE: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Hiya Marco,

Do you know if there are any other tenures, like the ones below, in the area? If there are and we could get the tenure numbers we could discuss them all at the same time with the Environment folks.

Thanks.

---

From: Peemoeller, Marco AGRI:EX  
Sent: May 16, 2011 11:26 AM  
To: Cheesman, Sean AGRI:EX  
Cc: Last, Gavin AGRI:EX  
Subject: FW: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Hi Sean,

FYI.

Marco Peemoeller  
Finfish Aquaculture Specialist  
BC Access Centre, 2500 Cliffe Avenue  
Courtenay, BC V9N 5M6  
Ph: (250) 897- 7543  
Fax: (250) 334-1410

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From: Peemoeller, Marco AGRI:EX  
Sent: Monday, May 16, 2011 11:20 AM  
To: Spowart, Jim W ENV:EX  
Cc: Evans, Kathy FLNR:EX; Albrecht, Kenneth FLNR:EX  
Subject: RE: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Hi Jim,

Tenure documents for the Land file numbers below. Regards, Marco.

Cedar Island

1404678

1405292

Marco Peemoeller  
Finfish Aquaculture Specialist  
BC Access Centre, 2500 Cliffe Avenue  
Courtenay, BC V9N 5M6  
Ph: (250) 897- 7543  
Fax: (250) 334-1410

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From: Spowart, Jim W ENV:EX  
Sent: Wednesday, May 11, 2011 9:30 AM  
To: Peemoeller, Marco AGRI:EX  
Cc: Evans, Kathy FLNR:EX; Albrecht, Kenneth FLNR:EX  
Subject: RE: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Hi Marco,

Sorry it was a typo in my original document.

The two licences I would like a copy for are on Cedar island and are numbers

1405292 and 1404678

I have checked them this morning on the ILRR and would have attached maps but for some reason this morning it is really slow.

Thanks  
Jim Spowart. BA Rec Admin.  
Area Supervisor, Central Coast  
BC Parks  
West Coast Region  
Black Creek.  
Ph# 1-250-337-2418  
Fax.1-250-337-5695

Cell # 1-250-218-0359

<< OLE Object: Picture (Device Independent Bitmap) >>

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From: Peemoeller, Marco AGRI:EX

Sent: Tuesday, May 10, 2011 2:55 PM

To: Spowart, Jim W ENV:EX

Cc: Evans, Kathy FLNR:EX; Albrecht, Kenneth FLNR:EX

Subject: FW: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Hi Jim,

Comments and tenure documents for the Land file numbers below. Regards, Marco.

Cedar Island

1404672

This is a Ferry Terminal. File# 0226555 (File in Victoria) (Reserve/Notation)

1404592

This is Private Land, Sayward district, District Lot 545 (Crown Grant)

Bonwick Island

1405400

<< File: 1405400.pdf >>

1405627

<< File: 1405627.pdf >>

Swanson Island

1405293

<< File: 1405293.pdf >>

1405607

<< File: 1405607.pdf >>

Marco Peemoeller

Finfish Aquaculture Specialist

BC Access Centre, 2500 Cliffe Avenue

Courtenay, BC V9N 5M6

Ph: (250) 897- 7543

Fax: (250) 334-1410

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From: Evans, Kathy FLNR:EX

Sent: Tuesday, May 10, 2011 11:30 AM

To: Peemoeller, Marco AGRI:EX

Cc: Albrecht, Kenneth FLNR:EX

Subject: FW: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Hi Marco. As per Jim's request, can you please scan, and forward to him, copies of the tenure documents requested. Thanks.

Kath

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From: Spowart, Jim W ENV:EX  
Sent: Tuesday, May 10, 2011 11:28 AM  
To: Evans, Kathy FLNR:EX  
Subject: Tenure transfers into Park Use Permits - Marine Harvest Broughton Archipelago

Hi Kathy,

I am working on the transfer of six tenures held by Marine Harvest. They are all in the Broughton Archipelago Conservancy and will eventually be transferred into Park Use Permits. Would you have copies of the original tenure documents?

The six I am interested in are

Cedar Island  
1404672  
1404592

Bonwick Island  
1405400  
1405627

Swanson Island  
1405293  
1405607

Thanks

Jim Spowart. BA Rec Admin.  
Area Supervisor, Central Coast  
BC Parks  
West Coast Region  
Black Creek.  
Ph# 1-250-337-2418  
Fax.1-250-337-5695  
Cell # 1-250-218-0359  
<< OLE Object: Picture (Device Independent Bitmap) >>

## Broughton Archipelago Conservancy Marine Additions - Tenure Information (April 2010)

Crown Land File	Status	Tenure Purpose	Tenure Expiry Date	Tenure Location	ILMB Recommendation
1404249	Good	COMMERCIAL	2018-12-30	MADRONA ISLAND	Is an upland tenure and should have no bearing on a marine addition.
1404380	Expired*	AQUACULTURE		MIDSUMMER ISLAND, SPRING PASSAGE	Fin Fish Aquaculture - contact MAL for further comments
1404381	Expired*	AQUACULTURE		SWANSON ISLAND	Fin Fish Aquaculture - contact MAL for further comments
1404678	Good	COMMERCIAL	2020-01-01	CEDAR ISLAND	For the purpose of general float residence and stoage facilities for fish farm and float purposes. Recommend tenure be transferred to a PUP.
1404681	Expired*	AQUACULTURE		BONWICK ISLAND	Fin Fish Aquaculture - contact MAL for further comments
1405292	Good	COMMERCIAL	2012-06-01	CEDAR ISLAND	Is an upland tenure and should have no bearing on a marine addition.
1405293	Expired**	COMMERCIAL		SWANSON ISLAND	Is an upland tenure and should have no bearing on a marine addition.
1405400	Expired**	COMMERCIAL		BONWICK ISLAND	Is an upland tenure and should have no bearing on a marine addition.
1405607	Good	COMMERCIAL	2010-09-29	YOKOHAMMA BAY	Recently replaced commercial dock that is considered ancillary to a Fin Fish Aquaculture Facility. Recommend that tenure be transferred to a PUP.
1405627	Good	COMMERCIAL		BONWICK ISLAND	Commercial wharf for an upland ancillary fin fish aquaculture residence. Recommend tenure be tranferred to a PUP.
1406655	Good	AQUACULTURE	2025-04-01	MIDSUMMER ISD.	Fin Fish Aquaculture - contact MAL for further comments
1412598	Good	COMMERCIAL	2015-07-01	SWANSON ISLAND	Floating cabin for adventure tourism. Recommend transfer to PUP

\*MAL is currently completing FN consultation to replace tenures

\*\*Are on the upland not foreshore


Good - Disposition in Good (Tenure is active)

Expired - The tenure's term has lapsed and a work item is required



# RE: Proposed Conservancy Marine Boundaries - Broughton Archipelago and Deserters-Walker Conservancies

Wednesday, December 20, 2017  
2:24 PM

Subject	<b>RE: Proposed Conservancy Marine Boundaries - Broughton Archipelago and Deserters-Walker Conservancies</b>
From	Datoo, Hayley C ENV:EX
To	Peemoeller, Marco FLNR:EX
Cc	Hudson, Brett ENV:EX; Spowart, Jim W ENV:EX; Jacobsen, Catherine FLNR:EX; Cheesman, Sean AGRI:EX
Sent	Thursday, June 30, 2011 11:59 AM
Attachments	 Conservancy _tenures_...

Hi Marco,

Thanks for the chat the other day. Sean and I just talked over next steps on this file.

To clarify regarding the upland tenure transfer. There is no interest at this point on the part of Sean's group to look at removing the upland commercial tenures from the existing tenure. They are asking, however, that the option is open to keep the commercial foreshore tenure (typically a dock) excepted from the eventual marine boundary. I indicated that this is open for discussion, even though the current boundary we have submitted for the Notation of Interest includes these tenures.

In the short-term, Jim Spowart will be looking to transfer these upland tenures to a park use permit. He has requested Marine Harvest to submit a park use permit application for these areas. Can you please determine whether your office has done any recent work to consult on these upland tenures? We are looking to clarify the FN consultation process that is required for the tenure transfer.

To clarify regarding the foreshore boundary discussion. Sean agreed that it would be helpful for FLNR to have an internal chat about this file. Through this discussion, I'm hoping FLNR would be able to determine whether there are any applications underway that need to be considered (for either the aquaculture or the ancillary commercial tenures). This information would give us a starting point for the buffer conversation.

Once you've had a chance to sort out these aspects, please contact Jim Spowart with regard to the tenure transfer, and Sean will contact Catherine Jacobsen about the buffer conversation.

Thank you in advance for this, s.22

Hayley.

Ps. Cameron Bezanson (former ILMB) completed a summary of all the existing tenures on the South Central Coast in spring 2010. Attached is an excerpt of this spreadsheet, showing the Broughton Tenures. For the buffer discussion, we also need to consider the fish farm in front of Deserters Walker Conservancy (Wishart Island).

---

From: Cheesman, Sean AGRI:EX  
Sent: Friday, June 24, 2011 7:32 AM  
To: Datoo, Hayley C ENV:EX

Cc: Carswell, Barron AGRI:EX; Peemoeller, Marco FLNR:EX; Mana, Myles FLNR:EX; Hudson, Brett ENV:EX; Spowart, Jim W ENV:EX; Erickson, Sharon ENV:EX; Jacobsen, Catherine ENV:EX; Biffard, Doug ENV:EX  
Subject: RE: Proposed Conservancy Marine Boundaries - Broughton Archipelago and Deserters-Walker Conservancies

Good e-mail, Hayley.

I agree we could use some clarification on the tenure status topic.

On the DFO people issue, perhaps Barron or Gavin could ask the DFO Aquaculture for appropriate staff to participate in the buffer discussion.

Sean

---

From: Datto, Hayley C ENV:EX  
Sent: June 23, 2011 11:25 AM  
To: Cheesman, Sean AGRI:EX  
Cc: Carswell, Barron AGRI:EX; Peemoeller, Marco FLNR:EX; Mana, Myles FLNR:EX; Hudson, Brett ENV:EX; Spowart, Jim W ENV:EX; Erickson, Sharon ENV:EX; Jacobsen, Catherine ENV:EX; Biffard, Doug ENV:EX  
Subject: RE: Proposed Conservancy Marine Boundaries - Broughton Archipelago and Deserters-Walker Conservancies

Thanks for your response, Sean.

First – apologies for the long emails, s.22 written.

I thought it best to have all this

At this point, the upland portions of the conservancy have been designated. We are suggesting that tenures on these upland portions need to be transferred to a PUP as per the protocol agreement. If some of these upland portions are in the process of being renewed (which I believe they are, but we're hoping for some clarity on this from Marco or others), we would propose that the renewal process be completed by FLNR and then proceed following the protocol agreement for those parcels on the upland. Jim Spowart, BC Parks Area Supervisor, is the contact for this process.

My reference to expired tenures is simply using the terminology that is provided in the databases. We are aware that an expired tenure may reflect that a tenure that is under review for renewal or replacement, but we would look to FLNR staff to provide clarity in this regard. MOE intends to recognize these tenures.

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Thanks for the confirmation that you and Barron are the contacts for the buffer discussions.

I hope this provides a bit more clarity. If not, please give me a call.

Hayley.

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From: Cheesman, Sean AGRI:EX

Sent: Wednesday, June 22, 2011 11:25 AM

To: Dato, Hayley C ENV:EX

Cc: Carswell, Barron AGRI:EX; Peemoeller, Marco FLNR:EX; Mana, Myles FLNR:EX; Hudson, Brett ENV:EX; Spowart, Jim W ENV:EX; Erickson, Sharon ENV:EX; Jacobsen, Catherine ENV:EX; Biffard, Doug ENV:EX

Subject: RE: Proposed Conservancy Marine Boundaries - Broughton Archipelago and Deserters-Walker Conservancies

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I know you will get great info from any of the old Aquaculture First Nation Consultation officers regarding their experience.

Barron Carswell and I are here for discussion of buffering and discussion with Marine Harvest.

s.22

Sean

-----  
Sean Cheesman  
Marine Information Specialist  
Marine Fisheries and Seafood Policy  
Ministry of Agriculture  
250-356-2384

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From: Datto, Hayley C ENV:EX  
Sent: June 20, 2011 4:00 PM  
To: Cheesman, Sean AGRI:EX; Peemoeller, Marco FLNR:EX; Mana, Myles FLNR:EX  
Cc: Hudson, Brett ENV:EX; Spowart, Jim W ENV:EX; Erickson, Sharon ENV:EX; Jacobsen, Catherine ENV:EX; Biffard, Doug ENV:EX  
Subject: Proposed Conservancy Marine Boundaries - Broughton Archipelago and Deserters-Walker Conservancies

Hello all,

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#1 Commercial Upland Tenures in the Broughton Archipelago Conservancy  
The terrestrial conservancy boundaries have already been approved by the legislature. Any changes

to those boundaries would require an Act of the Legislature to amend the conservancy boundary. Where upland tenures intersect with the existing Broughton Archipelago Conservancy (i.e. Cedar Island (1405292), Bonwick Island (1405400) and Swanson Island (1405293)), these tenures should be transferred to a Park Use Permit as per the inter-agency tenure transfer agreement (attached). The PUP for these upland portions would include any tie-backs etc. associated with dock facilities that currently intersect with the conservancy.

## #2 Proposed Marine Boundaries

The 2008 Decision note on industrial tenures and conservancy foreshore boundaries was crafted with input from MAL and other resources agencies. The approved option was option #2 (attached). To date, we have completed inter-agency consultation on the proposed boundaries, with a commitment to on-going dialogue with agencies where specific issues have been raised.

Marine Boundaries will be legislated following the completion of the conservancy management planning process for each conservancy (whereby the public and stakeholders will have an opportunity to comment on the proposed boundaries).

Since it could be some time before the marine boundaries are legislated (likely at least 2-3 years in the case of the Broughton), MOE has applied for Notations of Interest over the proposed marine boundaries to ensure MOE is referred any applications in these areas in the interim. FLNRO will continue to administer any tenures in foreshore areas.

The boundaries submitted for the NOI exclude any existing aquaculture tenures off shore from the Broughton Archipelago Conservancy and Deserter's Walker Conservancy (pdfs attached – note some "expired" tenures do not show up in Broughton map). The ancillary (commercial) tenures are currently included within the proposed boundary, since it appeared to make sense to keep the upland commercial and foreshore commercial (typically docks) administered as a package. This approach was discussed with Marine Harvest.

Both FLNRO staff (Victoria and Courtenay), and Marine Harvest have expressed an interest in incorporating "buffers" around the existing aquaculture tenures to i) protect marine values in the eventual marine portion of the conservancies and ii) allow for some operating flexibility. MOE has some concerns with the buffer approach, but is willing to discuss this option and consider buffers on a case-by-case basis. MOE will need to be provided with the specifics of Marine Harvest's interests in the areas in order to consider this approach more thoroughly.

## #3 FN Consultation on Tenure Replacement

It is MOE's understanding that there are a number of aquaculture tenures (and their ancillary commercial tenures) currently under review for replacement, with FN Consultation on these files underway/nearing completion.

It would be helpful to have a discussion with FLNRO staff responsible for the consultation process to determine what type/level of consultation is required for the upland tenures being transferred to PUP, for instance.

## Next Steps

MOE staff met with Marine Harvest in late April and agreed to get in touch with them after we had clarified a few things internally. We would like to get back to them early next week confirming the approach above.

Please contact me prior to June 27th if you have any questions or concerns with the above.

By the 27th, please let us know who the best contacts are for discussing the FN Consultation currently underway to help inform the tenure transfer process.

Also by the 27th, please let us know who the best contacts are for discussing the buffer approach and specifics regarding Marine Harvest's interests in this area.

Thanks in advance for your assistance with this file.

I would like to leave this file in good shape for my colleague, Catherine Jacobsen, who will be the contact.

Hayley.

<< File: tenure transfer protocol.pdf >> << File: 96956 \_ Final.pdf >> << File:

Broughton\_Archipelago\_with\_tenures.pdf >> << File: deserters\_walker\_crown\_tenures.pdf >>

\*\*\*\*\*

Hayley Dato, Planner

BC Parks, Ministry of Environment

1812 Miracle Beach Dr. Black Creek, BC V9J 1K1

Phone: (250) 337-2415 Fax: (250) 337-5695

Email: <mailto:hayley.dato@gov.bc.ca> hayley.dato@gov.bc.ca

<< OLE Object: Picture (Device Independent Bitmap) >>

## Broughton Archipelago Conservancy Marine Additions - Tenure Information (April 2010)

Crown Land File	Status	Tenure Purpose	Tenure Expiry Date	Tenure Location	ILMB Recommendation
1404249	Good	COMMERCIAL	2018-12-30	MADRONA ISLAND	Is an upland tenure and should have no bearing on a marine addition.
1404380	Expired*	AQUACULTURE		MIDSUMMER ISLAND, SPRING PASSAGE	Fin Fish Aquaculture - contact MAL for further comments
1404381	Expired*	AQUACULTURE		SWANSON ISLAND	Fin Fish Aquaculture - contact MAL for further comments
1404678	Good	COMMERCIAL	2020-01-01	CEDAR ISLAND	For the purpose of general float residence and stoage facilities for fish farm and float purposes. Recommend tenure be transferred to a PUP.
1404681	Expired*	AQUACULTURE		BONWICK ISLAND	Fin Fish Aquaculture - contact MAL for further comments
1405292	Good	COMMERCIAL	2012-06-01	CEDAR ISLAND	Is an upland tenure and should have no bearing on a marine addition.
1405293	Expired**	COMMERCIAL		SWANSON ISLAND	Is an upland tenure and should have no bearing on a marine addition.
1405400	Expired**	COMMERCIAL		BONWICK ISLAND	Is an upland tenure and should have no bearing on a marine addition.
1405607	Good	COMMERCIAL	2010-09-29	YOKOHAMMA BAY	Recently replaced commercial dock that is considered ancillary to a Fin Fish Aquaculture Facility. Recommend that tenure be transferred to a PUP.
1405627	Good	COMMERCIAL		BONWICK ISLAND	Commercial wharf for an upland ancillary fin fish aquaculture residence. Recommend tenure be tranferred to a PUP.
1406655	Good	AQUACULTURE	2025-04-01	MIDSUMMER ISD.	Fin Fish Aquaculture - contact MAL for further comments
1412598	Good	COMMERCIAL	2015-07-01	SWANSON ISLAND	Floating cabin for adventure tourism. Recommend transfer to PUP

\*MAL is currently completing FN consultation to replace tenures


\*\*Are on the upland not foreshore

Good - Disposition in Good (Tenure is active)

Expired - The tenure's term has lapsed and a work item is required

# RE: Proposed Conservancy Marine Boundaries - Broughton Archipelago and Deserters-Walker Conservancies

Wednesday, December 20, 2017  
3:40 PM

Subject	<b>RE: Proposed Conservancy Marine Boundaries - Broughton Archipelago and Deserters-Walker Conservancies</b>
From	Datoo, Hayley C ENV:EX
To	Peemoeller, Marco FLNR:EX
Cc	Hudson, Brett ENV:EX; Spowart, Jim W ENV:EX; Jacobsen, Catherine FLNR:EX; Cheesman, Sean AGRI:EX
Sent	Thursday, June 30, 2011 11:59 AM
Attachments	 Conservancy _tenures_...

Hi Marco,

Thanks for the chat the other day. Sean and I just talked over next steps on this file.

To clarify regarding the upland tenure transfer. There is no interest at this point on the part of Sean's group to look at removing the upland commercial tenures from the existing tenure. They are asking, however, that the option is open to keep the commercial foreshore tenure (typically a dock) excepted from the eventual marine boundary. I indicated that this is open for discussion, even though the current boundary we have submitted for the Notation of Interest includes these tenures.

In the short-term, Jim Spowart will be looking to transfer these upland tenures to a park use permit. He has requested Marine Harvest to submit a park use permit application for these areas. Can you please determine whether your office has done any recent work to consult on these upland tenures? We are looking to clarify the FN consultation process that is required for the tenure transfer.

To clarify regarding the foreshore boundary discussion. Sean agreed that it would be helpful for FLNR to have an internal chat about this file. Through this discussion, I'm hoping FLNR would be able to determine whether there are any applications underway that need to be considered (for either the aquaculture or the ancillary commercial tenures). This information would give us a starting point for the buffer conversation.

Once you've had a chance to sort out these aspects, please contact Jim Spowart with regard to the tenure transfer, and Sean will contact Catherine Jacobsen about the buffer conversation.

Thank you in advance for this s.22

Hayley.

Ps. Cameron Bezanson (former ILMB) completed a summary of all the existing tenures on the South Central Coast in spring 2010. Attached is an excerpt of this spreadsheet, showing the Broughton Tenures. For the buffer discussion, we also need to consider the fish farm in front of Deserters Walker Conservancy (Wishart Island).

---

From: Cheesman, Sean AGRI:EX  
Sent: Friday, June 24, 2011 7:32 AM  
To: Datoo, Hayley C ENV:EX



Cc: Carswell, Barron AGRI:EX; Peemoeller, Marco FLNR:EX; Mana, Myles FLNR:EX; Hudson, Brett ENV:EX; Spowart, Jim W ENV:EX; Erickson, Sharon ENV:EX; Jacobsen, Catherine ENV:EX; Biffard, Doug ENV:EX  
Subject: RE: Proposed Conservancy Marine Boundaries - Broughton Archipelago and Deserters-Walker Conservancies

Good e-mail, Hayley.

I agree we could use some clarification on the tenure status topic.

On the DFO people issue, perhaps Barron or Gavin could ask the DFO Aquaculture for appropriate staff to participate in the buffer discussion.

Sean

---

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Sent: June 23, 2011 11:25 AM  
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Cc: Carswell, Barron AGRI:EX; Peemoeller, Marco FLNR:EX; Mana, Myles FLNR:EX; Hudson, Brett ENV:EX; Spowart, Jim W ENV:EX; Erickson, Sharon ENV:EX; Jacobsen, Catherine ENV:EX; Biffard, Doug ENV:EX  
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Hayley.

<< File: tenure transfer protocol.pdf >> << File: 96956 \_ Final.pdf >> << File:

Broughton\_Archipelago\_with\_tenures.pdf >> << File: deserters\_walker\_crown\_tenures.pdf >>

\*\*\*\*\*

Hayley Dato, Planner

BC Parks, Ministry of Environment

1812 Miracle Beach Dr. Black Creek, BC V9J 1K1

Phone: (250) 337-2415 Fax: (250) 337-5695

Email: <mailto:hayley.dato@gov.bc.ca> hayley.dato@gov.bc.ca

<< OLE Object: Picture (Device Independent Bitmap) >>

# RE: Request: update on Conservancies

Wednesday, December 20, 2017

3:40 PM

Subject	RE: Request: update on Conservancies
From	Chamberlain, Jon
To	Williams, Duncan FLNR:EX; Last, Gavin AGRI:EX; Jacobsen, Catherine FLNR:EX
Cc	Herbert, Sean FLNR:EX; Cheesman, Sean AGRI:EX; Carswell, Barron AGRI:EX; Peemoeller, Marco FLNR:EX; Hudson, Brett ENV:EX
Sent	Thursday, September 1, 2011 9:06 AM

In order to obtain a comprehensive understanding of the conservancy-aquaculture issue at the Sept 12 meeting I would add a degree or two of pressure to Duncan's first bullet and ask - if this has not already been done - that someone is specifically tasked with engaging with BCSFA and individual companies to discuss where they see the current state of affairs. Please let me know that this is being taken care of - thanks.

Jon

Jon Chamberlain Ph.D  
Senior Fisheries and Aquaculture Management Officer  
Institute of Ocean Sciences  
PO Box 6000, 9860 West Saanich Road  
Sidney, BC V8L 4B2  
P: (250) 363-6301  
C: (250) 213-7482  
E: jon.chamberlain@dfo-mpo.gc.ca

**From:** Williams, Duncan FLNR:EX [<mailto:Duncan.Williams@gov.bc.ca>]

**Sent:** August 23, 2011 15:36

**To:** Last, Gavin AGRI:EX; Jacobsen, Catherine ENV:EX

**Cc:** Herbert, Sean FLNR:EX; Cheesman, Sean AGRI:EX; Carswell, Barron AGRI:EX; Peemoeller, Marco FLNR:EX; Hudson, Brett ENV:EX; Chamberlain, Jon

**Subject:** RE: Request: update on Conservancies

Just a couple of thoughts for you to consider.

1. Please engage the BC Salmon Farmers association as well as the individual companies
2. Doughnut holes in past did not always work when fishfarms had to adjust their anchors to address safety and navigational issues. Even with the best of intentions, we ended up with multiple authorizations on the land base.
3. The note signed by Scott is 5 years old and this practice does not seem to be consistent with how we are addressing tenures that will need conversion within the Haida Gwaii conservancies (not fishfarms, but fishing lodges)

Just some thoughts....

Duncan Williams  
Executive Director  
Tenures  
Tenures, Competitiveness and Innovation Division  
Ministry of Forests, Lands and Natural Resource Operations  
Work: 250-387-1810  
Cell: 250-812-2418

---

**From:** Last, Gavin AGRI:EX

**Sent:** Tuesday, August 23, 2011 3:24 PM

**To:** Jacobsen, Catherine ENV:EX

**Cc:** Williams, Duncan FLNR:EX; Herbert, Sean FLNR:EX; Cheesman, Sean AGRI:EX; Carswell, Barron AGRI:EX; Peemoeller, Marco FLNR:EX; Hudson, Brett ENV:EX; 'Chamberlain, Jon'

**Subject:** RE: Request: update on Conservancies

Thanks Catherine, I'm sure that September will work out well for all involved. I have added Jon Chamberlain to the cc list as a suggested DFO contact. Jon worked for the province until recently and has been involved in the file.

---

**From:** Jacobsen, Catherine ENV:EX  
**Sent:** Tuesday, August 23, 2011 3:15 PM  
**To:** Last, Gavin AGRI:EX  
**Cc:** Williams, Duncan FLNR:EX; Herbert, Sean FLNR:EX; Cheesman, Sean AGRI:EX; Carswell, Barron AGRI:EX; Peemoeller, Marco FLNR:EX; Hudson, Brett ENV:EX  
**Subject:** RE: Request: update on Conservancies

Hi Gavin,

Your message is timely as it is on my 'to do' list to pick up where Hayley left off in discussions that I believe included Barron Carswell, Sean Cheesman and Marco Peemoeller regarding the aquaculture tenures in Broughton Archipelago Conservancy and Mahpahkum-Ahkwuna/Deserters-Walker Conservancies.

To answer your questions first - all of the conservancies arising from the NCLRMP and CCLRMP have been designated (143 of them). With the exception of some estuary conservancies, the majority of the mid and south central coast conservancies did not have marine components at the time of designation. BC Parks has been proceeding, as directed in Decision Note 96956 (attached), to draft recommended marine additions to these conservancies that exclude existing industrial tenures.

We have completed the following steps:

1. Developed draft recommended marine boundaries for these conservancies with involvement of the First Nations with whom we collaborate on conservancy management planning.
2. Completed inter-agency consultation processes in 2009-10, in which BC Parks presented these draft recommended marine boundaries, responded to concerns from agencies, and adjusted the recommended boundaries, as required. Hayley Datoos was the south central coast contact on this and Ken Dunsworth was the mid-coast contact. The exception of aquaculture tenures remains the one item still under discussion following this consultation.
3. Submitted an application for Notations of Interest for these recommended marine boundaries to FLNRO in Nanaimo. Brett Hudson has been the BC Parks contact on this.

I would like to pick up where Hayley left off to discuss the 'donuts' (aquaculture tenures) to be excepted from the recommended marine boundaries in the Broughton Archipelago Conservancy and Mahpahkum-Ahkwuna/Deserters-Walker. I believe Hayley was hoping FLNRO could provide additional information on the boundaries of Marine Harvest's most recent tenure applications in the Broughtons and Deserters-Walker, and suggested DFO contacts, to be able to continue this discussion.

I had planned to follow-up with Barron, Sean and Marco on this (perhaps a call in September?). Since I am new to the file, I am cc'ing you all to ensure that I have the correct contacts.

Thank you,  
Catherine

<< File: 96956 \_ Final.pdf >>

**Catherine Jacobsen**  
Planning Officer  
Phone: 250-337-2404 Fax: 250-337-5695  
Catherine.Jacobsen@gov.bc.ca  
BC Parks  
Ministry of Environment  
1812 Miracle Beach Drive.  
Black Creek, BC V9J 1K1

<< OLE Object: Picture (Device Independent Bitmap) >>

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**From:** Last, Gavin AGRI:EX  
**Sent:** Monday, August 22, 2011 4:11 PM  
**To:** Jacobsen, Catherine ENV:EX  
**Cc:** Williams, Duncan FLNR:EX; Herbert, Sean FLNR:EX  
**Subject:** FW: Request: update on Conservancies

Hi Catherine, can you provide an update as requested please? Thanks.

---

**From:** Last, Gavin AGRI:EX  
**Sent:** Monday, August 22, 2011 3:52 PM  
**To:** Datoo, Hayley C ENV:EX  
**Cc:** Herbert, Sean FLNR:EX; Williams, Duncan FLNR:EX  
**Subject:** Request: update on Conservancies


Hi Hayley, I haven't heard from you for awhile so I thought I would make contact and ask for an update. The issue of existing finfish aquaculture tenures being impacted by proposed conservancies in the Broughton particularly was raised by DFO at the Directors of Aquaculture Committee (DAC) meeting on Friday and I said I would follow up with you. The DAC is a fed-prov committee for coordinating the interests of all government agencies involved in aquaculture. Can you please give us an update? We would like to know:


- Which conservancies (province-wide) have been implemented to date?
- Which conservancies are currently proposed and what stage are the proposals at currently?


Our colleagues at FLNRO were particularly interested in learning more.

**Gavin Last**

Assistant Director Policy & Industry Competitiveness

 250-356-7640

 250-356-0358

 250-889-2223



# RE: Aquaculture Tenures/Conservancy Marine Boundaries Call Sept 12 1:00-3:00 pm

Wednesday, December 20, 2017  
3:40 PM

Subject	<b>RE: Aquaculture Tenures/Conservancy Marine Boundaries Call Sept 12 1:00-3:00 pm</b>
From	Evans, Kathy FLNR:EX
To	Peemoeller, Marco FLNR:EX
Sent	Friday, September 9, 2011 11:37 AM

I would like to have participated on this call; however I am in Nanaimo on Monday at a sea cucumber meeting.

I look forward to an update following the call. Thanks.

K.

---

From: Peemoeller, Marco FLNR:EX  
Sent: Friday, September 9, 2011 11:30 AM  
To: Evans, Kathy FLNR:EX  
Subject: FW: Aquaculture Tenures/Conservancy Marine Boundaries Call Sept 12 1:00-3:00 pm

Hi Kathy,

I am calling in to this meeting on Monday. If you are available and want to see where things are at, stop by my office for the phone call (details below). Cheers, Marco.

---

From: Jacobsen, Catherine ENV:EX  
Sent: Friday, September 9, 2011 10:57 AM  
To: Peemoeller, Marco FLNR:EX  
Subject: FW: Aquaculture Tenures/Conservancy Marine Boundaries Call Sept 12 1:00-3:00 pm

Hi Marco,

Glad you can join us! Here is the email I sent to everyone yesterday which includes the call in numbers.

Cheers,  
Catherine

---

From: Jacobsen, Catherine ENV:EX  
Sent: Thursday, September 8, 2011 12:02 PM  
To: Cheesman, Sean AGRI:EX; Herbert, Sean FLNR:EX; Last, Gavin AGRI:EX; 'Chamberlain, Jon'; Hudson, Brett ENV:EX; Morrison, Ken ENV:EX; Biffard, Doug ENV:EX  
Subject: Aquaculture Tenures/Conservancy Marine Boundaries Call Sept 12 1:00-3:00 pm

Hi Everyone,

You have all confirmed your attendance on our call Monday Sept 12 at 1:00 pm to discuss aquaculture tenure exceptions from the recommended marine boundaries in Broughton Archipelago and Mahpakhum-Ahkwuna/Deserters-Walker Conservancies.

From my perspective, a key objective for this meeting is to discuss the different possibilities for what we except from these recommended marine boundaries and the pros and cons of each. I also hope to discuss and address any other questions or issues that have emerged in recent conversations at the DAC meeting. As well, I have added "stakeholder engagement" to the agenda under next steps since this has been raised in the recent email exchanges.

Here is the call in information.

Conference call info: 1-877-353-9184  
Participant Conference ID: 7849653#

#### Agenda

##### Introductions

Background on discussions to date re: aquaculture tenure exceptions (Inter-agency and with Marine Harvest)

General interests/issues/concerns with respect to these exceptions

Site-specific reviews of recommended marine boundaries and aquaculture tenure exceptions:

Mahpakhum-Ahkwuna/Deserters-Walker Conservancy

Broughton Archipelago Conservancy

Also discuss transfer of upland tenures in the conservancy

Wrap-up/next steps

Stakeholder engagement

Background materials attached include maps of the marine boundary options and tenures for each conservancy. The single site in Deserters-Walker and the four sites in Broughton Archipelago are all Marine Harvest tenures.

Looking forward to the discussion on Monday!

Thanks,  
Catherine

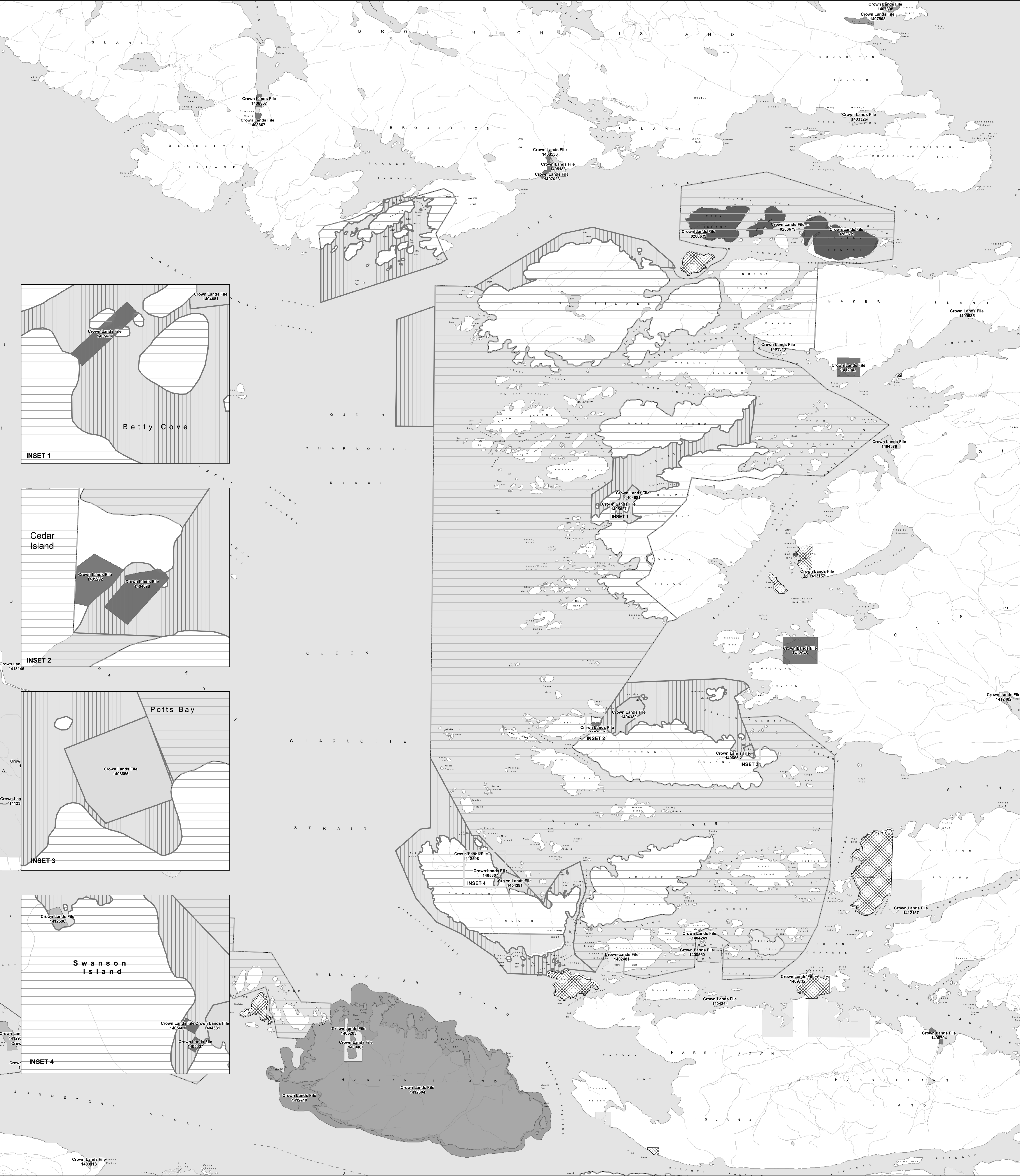
<< File: Broughton\_Archipelago\_with\_tenures.pdf >> << File:  
deserters\_walker\_crown\_tenures.pdf >>

Catherine Jacobsen  
Planning Officer  
Phone: 250-337-2404 Fax: 250-337-5695  
Catherine.Jacobsen@gov.bc.ca  
BC Parks  
Ministry of Environment  
1812 Miracle Beach Drive.  
Black Creek, BC V9J 1K1

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# Broughton Archipelago Marine Park and Conservancy: Proposed Marine Boundary



**Created By:**



BRITISH COLUMBIA  
The Best Place on Earth

Ministry of  
Natural Resource  
Operations



Proposed Marine Boundary



Existing Provincial park



Existing Conservancy



Indian Reserves



Private Land

**Crown Tenures by Purpose**

Other

Agriculture

Alpine Skiing

Aquaculture

Commercial

Commercial Recreation

Communication

Community

Energy Production

Environment Conservation and Recr

First Nations

Industrial

Institutional

Miscellaneous Land Uses

Pre-Tantalis

Quarrying

Residential

Transportation

Utility

Waterpower

Windpower



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Kilometers

Date: April 26, 2011 (cb)  
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123 of 311

# Broughton commercial tenures

Wednesday, December 20, 2017  
3:30 PM

Subject	<b>Broughton commercial tenures</b>
From	Cheesman, Sean AGRI:EX
To	Peemoeller, Marco FLNR:EX
Sent	Monday, September 19, 2011 2:17 PM
Attachments	 Broughton_ Archipelag...

The map they sent out.

Near as I can tell, tenures are 1405400,1405627, 1405292 ,1405607 (2 polygons) and 1404678.

## FW: Tenures in new Broughton Conservancy

Wednesday, December 20, 2017  
3:24 PM

Subject	<b>FW: Tenures in new Broughton Conservancy</b>
From	Evans, Kathy FLNR:EX
To	Peemoeller, Marco FLNR:EX
Sent	Monday, September 19, 2011 3:03 PM
Attachments	  RE Tenures in new Bro...

Here are some LF #s.

---

From: Peemoeller, Marco AGRI:EX  
Sent: Friday, May 13, 2011 12:01 PM  
To: Evans, Kathy FLNR:EX  
Subject: FW: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

FYI

---

From: Last, Gavin AL:EX  
Sent: Tuesday, September 29, 2009 3:44 PM  
To: Peemoeller, Marco AL:EX  
Cc: Caine, Gary AL:EX; Evans, Kathy AL:EX; Harrower, Bill AL:EX; Russell, Jim AL:EX; Reay, Gary W AL:EX  
Subject: RE: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Glad I could help. If the issue of conservancy boundaries comes up again, you will find this decision note about excluding farms rather than incorporating them helpful:

---

From: Peemoeller, Marco AL:EX  
Sent: Tuesday, September 29, 2009 3:38 PM  
To: Last, Gavin AL:EX  
Cc: Caine, Gary AL:EX; Evans, Kathy AL:EX; Harrower, Bill AL:EX; Russell, Jim AL:EX; Reay, Gary W AL:EX  
Subject: FW: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Thanks for following up on this Gavin. Regards, Marco.

---

From: Last, Gavin AL:EX  
Sent: Tuesday, September 29, 2009 3:13 PM  
To: Spowart, Jim W ENV:EX  
Cc: Castledine, Al AL:EX; Rhodes, Trevor AL:EX; Peemoeller, Marco AL:EX; Jacobsen, Catherine ENV:EX; Tetarenko, Diane ILMB:EX; Cheesman, Sean AL:EX  
Subject: RE: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Hi Jim,



I appreciate your quick reply. I would like to find out more about the upland tenures that are to be transferred to PUPs at Bonwick and Swanson. Sean Cheeseman will contact you tomorrow to discuss this. Thanks again.

---

From: Spowart, Jim W ENV:EX  
Sent: Tuesday, September 29, 2009 3:07 PM  
To: Last, Gavin AL:EX  
Cc: Castledine, Al AL:EX; Rhodes, Trevor AL:EX; Peemoeller, Marco AL:EX; Jacobsen, Catherine ENV:EX; Tetarenko, Diane ILMB:EX  
Subject: RE: Tenures in new Broughton Conservancy  
Sensitivity: Confidential

Hi Gavin,

I have looked further into this and have found out the following;

At the creation of some of the Conservancies the foreshore was excluded, the map I was working off included the foreshore. My mistake and I apologize. There is work in progress to include the foreshore within the Conservancy boundary. Any current active tenures in the foreshore will be excluded from the Conservancy. This includes most of the Marine Harvest sites. There are some sites that are identified as inactive that may need to be addressed in this exercise.

There are some tenured sites that are on the upland portion of the Conservancy and these will be transferred into Park use permits.

I have included a listing of all the sites and what I understand is the current status of the tenure.

Site 1405020 Eden Island Inactive Actions to be taken by MOE

Site 1405627 Bonwick Island Active Upland tenure to be transfered into a PUP  
Site 1404681 Bonwick Island Requested To be excluded in foreshore addition  
Site 1405400 Bonwick Island Active Upland tenure to be transfered into a PUP

Site 1405292 Cedar Island Active To be excluded in foreshore addition  
Site 1404678 Cedar Island Active To be excluded in foreshore addition  
Site 1404380 Midsummer Island Requested To be excluded in foreshore addition

Site 1405293 Swanson Island Expired in 2007 Upland portion include dock buildings etc Tenure transfer to be addressed by MOE  
Site 1404381 Swanson Island Requested To be excluded in foreshore addition

Site 1406655 Potts Lagoon Active expires 2025

Jim Spowart. BA Rec Admin.  
Area Supervisor, Central Coast  
Parks and Protected Areas Division  
Vancouver Island Region  
Black Creek.  
Ph# 1-250-337-2418  
Fax.1-250-337-5695  
Cell # 1-250-218-0359

---

From: Last, Gavin AL:EX  
Sent: Tuesday, September 29, 2009 11:43 AM  
To: Spowart, Jim W ENV:EX  
Cc: Castledine, Al AL:EX; Rhodes, Trevor AL:EX  
Subject: FW: Tenures in new Broughton Conservancy  
Importance: High  
Sensitivity: Confidential

Hi Jim,  
Your note below indicates that the tenures in question are now under your administration. Can you provide more

information as to how and when this happened? We had been participating in a consultation process but had no notice of any pending decision.

Please get back to me as soon as possible. Thanks.

---

From: Peemoeller, Marco AL:EX

Sent: Tuesday, September 29, 2009 10:28 AM

To: Rhodes, Trevor AL:EX

Cc: Caine, Gary AL:EX; Evans, Kathy AL:EX; Russell, Jim AL:EX; Reay, Gary W AL:EX; Cheesman, Sean AL:EX

Subject: FW: Tenures in new Broughton Conservancy

Importance: High

Sensitivity: Confidential

Hi Trevor,

Please see correspondence below. You may want to follow-up with Victoria staff, as I understand that they were involved in the conservancy process. Regards, Marco.

---

From: Spowart, Jim W ENV:EX

Sent: Tuesday, September 29, 2009 10:06 AM

To: Peemoeller, Marco AL:EX

Subject: RE: Tenures in new Broughton Conservancy

Hi Marco,

Please hold off on any tenure renewals until I confirm who has the authority as they are under our administration now. We may not want them renewed for long terms as we are going to be commencing a management planning process for the whole area.

I will get back to you on this ASAP.

Jim Spowart. BA Rec Admin.  
Area Supervisor, Central Coast  
Parks and Protected Areas Division  
Vancouver Island Region  
Black Creek.  
Ph# 1-250-337-2418  
Fax.1-250-337-5695  
Cell # 1-250-218-0359

---

From: Peemoeller, Marco AL:EX

Sent: Tuesday, September 29, 2009 9:56 AM

To: Spowart, Jim W ENV:EX

Subject: Tenures in new Broughton Conservancy

Hi Jim,

I understand from our phone conversation yesterday that the following tenures are on the list to be converted as part of the upcoming tenure transfers to Parks Use Permits in the newly created Broughton Conservancy. Could you confirm the list, and let me know if there are any other land file numbers that are affected? From what I can tell, there are 5 salmon farms on the list, which I have identified below. As I understand things, I have outlined their status below.

1405020 Eden Island (Inactive)

1405627

1404681 Arrow Passage (not tenured, tenure is slated for replacement) , currently operating on month to month authorization.

1405400

1405293

1404381 Swanson Island (not tenured, tenure is slated for replacement) , currently operating on month to month

authorization.

1404592

1404380 Midsummer Island (not tenured, tenure is slated for replacement) , currently operating on month to month authorization.

1406655 Potts Bay (tenure expires 2025)

Can you confirm that my understanding is correct? Thanks, Marco.



**Balsom, Tami CSNR:EX**

---

**From:** Last, Gavin AGRI:EX  
**Sent:** Tuesday, September 29, 2009 3:01 PM  
**To:** Spowart, Jim W ENV:EX  
**Cc:** Castledine, Al AGRI:EX; Rhodes, Trevor AL:EX; Cheesman, Sean AGRI:EX; Chamberlain, Jon AL:EX  
**Subject:** RE: Tenures in new Broughton Conservancy  
**Sensitivity:** Confidential

Hi Jim,

I'm anxious to hear back from someone at MOE about this matter. Attached is a decision note signed off by Scott Benton in November 2008 that clearly establishes an approach of exclusion for existing fish farm tenures that fall within conservancy boundaries. In this case, the boundaries have also been extended well beyond what was initially proposed to us. The expanded conservancy boundaries are a surprise to us to say the least. Please hold off on any communication with the companies until we get to the bottom of this. Thanks for your help.



96956 \_ Final  
approved.pdf

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**From:** Last, Gavin AL:EX  
**Sent:** Tuesday, September 29, 2009 11:43 AM  
**To:** Spowart, Jim W ENV:EX  
**Cc:** Castledine, Al AL:EX; Rhodes, Trevor AL:EX  
**Subject:** FW: Tenures in new Broughton Conservancy  
**Importance:** High  
**Sensitivity:** Confidential

Hi Jim,

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**Subject:** FW: Tenures in new Broughton Conservancy  
**Importance:** High  
**Sensitivity:** Confidential

Hi Trevor,

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**To:** Peemoeller, Marco AL:EX  
**Subject:** RE: Tenures in new Broughton Conservancy

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I will get back to you on this ASAP.

Jim Spowart. BA Rec Admin.  
Area Supervisor, Central Coast  
Parks and Protected Areas Division  
Vancouver Island Region  
Black Creek.  
Ph# 1-250-337-2418  
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Cell # 1-250-218-0359

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**From:** Peemoeller, Marco AL:EX  
**Sent:** Tuesday, September 29, 2009 9:56 AM  
**To:** Spowart, Jim W ENV:EX  
**Subject:** Tenures in new Broughton Conservancy

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1404380	Midsummer Island (not tenured, tenure is slated for replacement) , currently operating on month to month authorization.
1406655	Potts Bay (tenure expires 2025)

Can you confirm that my understanding is correct? Thanks, Marco.

**MINISTRY OF ENVIRONMENT  
DECISION NOTE**

Date: Oct 29, 2008

Date of previous note: January 3, 2007

Previous CLIFF tracking: 91055

File: 280-30

CLIFF/tracking: 96956

- I. PREPARED FOR:** Scott Benton, Executive Director, Parks and Protected Areas Division
- II. ISSUE:** Policy required for dealing with existing industrial land use tenures (primarily fish farms and log handling; does not apply to commercial recreation) when establishing marine boundaries for conservancies in the Central Coast Land and Resource Management Plan (CCLRMP) area.
- III. RECOMMENDATION OPTION:**  
**Option 2:** Where a management planning process for a conservancy recommends a foreshore boundary that includes existing industrial tenures not usually considered appropriate in a protected area (such as fish farms and log handling sites), those tenures will be excepted from the conservancy. MoE will work with tenuring agencies through the referral process to attempt to integrate consideration of conservancy values in tenure decision making. First Nations will be consulted through the applicable processes of the tenuring agency. Over time, as tenures lapse, are no longer required or are purchased by MoE, MoE will seek to have those lands included in the conservancy.
- IV. BACKGROUND:**
- When the Central Coast land use planning process was initiated by the Province, it was anticipated that terrestrial and marine planning would proceed concurrently and that marine protected areas adjacent to terrestrial protected areas would be dealt with in this joint planning process. However, terrestrial and marine planning were de-linked part way through the planning process. As such, the terrestrial planning table did not have a mandate to recommend marine protection adjacent to upland protected areas. As well, the few specific marine planning processes that did occur did not have the mandate to recommend marine protected areas adjacent to terrestrial protected area candidates.
  - The marine boundary for conservancies was not addressed by Provincial negotiators in Government to Government negotiations in the Central Coast prior to the Province's land use decision. However, subsequent discussions with Coastal First Nations and Nanwakolas (formerly KNT) First Nations during the course of detailed boundary reviews for individual conservancies have indicated strong interest in including marine foreshore in the Central Coast conservancies. The First Nations involved supported the first group of conservancies being designated in the spring of 2006 on the understanding that the marine boundary issue would be addressed by the Province and changes made as appropriate at the next opportunity (i.e. addition of the marine component if approved by the Province).
  - In a previous decision note (Cliff # 91055), Ministers Bell and Penner directed staff to establish marine boundaries in Central Coast conservancies generally up to 200 meters out from the high water mark based on recommendations to be developed in the management planning processes for conservancies (boundaries could be extended further than 200m to

protect values important to First Nations such as clam beds and kelp beds or to capture anchorages between headlands, etc.). Values to be protected and management benefits and issues would be assessed in a collaborative process with First Nations and other federal and provincial government agencies during the preparation of management plans for each conservancy.

- The Marine Planning Office of ILMB has completed Coastal Land Use Plans for selected areas within the CCLRMP (North Island Straits and Johnstone - Bute). Coastal Land Use Plans provide a zoning scheme then develop planning units to cover the study area. Most conservancies occur in planning units that are zoned marine conservation or marine recreation. Generally these planning units recommend continuation of the current level of industrial or commercial land use. This allows existing tenures to be replaced or transferred to new operators.
- The amendments to the *Park Act* respecting conservancies allow a range of resource uses to occur in conservancies beyond what has been allowed in provincial parks, provided certain tests are met. This means that in the future, the Ministry of Environment may find itself having to adjudicate and administer tenures for land uses such as aquaculture, local run of river power projects, log handling, and other land uses that are not usually part of the Ministry's operations.
- A protocol agreement is in place between the Ministries of Environment (MoE), Tourism, Sport and the Arts and Agriculture and Lands for the management of existing tenures that fall within newly designated conservancies. That agreement provides that existing tenures will be transferred to MoE, and MoE may either advise the tenure holder that the existing *Land Act* tenure will serve as a Park Use Permit (PUP), or provide the tenure holder with a PUP to replace the *Land Act* tenure (the preferred approach recommended by Legal Services Branch).
- Foreshore has been included in the new conservancies established on the North Coast. There, industrial tenures such as fish farming and log handling were generally avoided during boundary refinement planning for new conservancies. No aquaculture, log handling, or similar industrial foreshore tenures are present at this time in the North Coast conservancies. Some Central Coast conservancies also currently have a foreshore component, usually where the conservancy includes a tidal estuary. This decision note is not intended to apply where current legal boundaries include a foreshore component. Furthermore, any new application for an activity in a conservancy that is permitted under the *Park Act*, whether marine or terrestrial, will be managed by MoE under a PUP.

#### IV. DISCUSSION:

- Management planning processes are now underway for some Central Coast conservancies, and discussions have begun on the establishment of boundaries in the marine foreshore. In some cases, there are existing industrial land uses such as log handling and fish farms within the proposed standard 200 meter boundary. Preliminary analysis suggests there are approximately 14 tenures on the Central Coast of this kind that could not easily be avoided by boundary refinements. They are listed in Attachment 1. A consistent policy approach is required when determining whether these tenures should be included in the conservancy boundaries, or excepted from them.
- The *Park Act* allows the Minister to issue a Park Use Permit to authorize any existing tenured uses to continue, except commercial logging, mining and hydro electric (other than local run of the river). This provision allows existing authorized uses, such as shellfish/finfish aquaculture or log handling, to continue in a conservancy. The collaborative

agreements currently being negotiated with First Nations ensure that all existing tenures, other than prohibited uses, will continue for their current term. Renewals for these uses and new applications in established conservancies would be adjudicated in collaboration with First Nations and administered by MoE.

- Existing tenures for industrial uses such as finfish aquaculture and log handling sites are managed by ILMB, MAL and the Ministry of Forests and Range (MoFR). If these areas are included in conservancies and authorized under a Park Use Permit (PUP), MoE would become the management authority.
- Government's approach to authorizing commercial or industrial uses in the parks and protected areas system has usually been to include those uses that are permissible under protected areas legislation and manage them. One significant exception to this approach is grazing and haying, where government made specific legislative changes to provide MoFR with continued authority to manage those uses in protected areas where that use was occurring at the time of protected area establishment. Exceptions have also been made specifically regarding existing fish farms at God's Pocket, Hesquiat, and Broughton Archipelago marine parks.
- MAL staff has taken the position that tenures currently under their administration in proposed foreshore additions (fish farms) should be excepted from the foreshore addition to the conservancy. The main concerns expressed by agency representatives include increased uncertainty for operators regarding their continued ability to operate in a conservancy and increased bureaucratic hurdles in obtaining authorizations. MoFR's interest is in ensuring that existing log handling sites are permitted to continue to operate (i.e. not just to the end of their current term). MoFR has not expressed a strong preference respecting whether MoE or ILMB authorizes the sites.
- The collaborative management of conservancies provides First Nations with an enhanced role in management planning and in the adjudication of new PUPs and renewals. In preliminary management planning discussions on foreshore boundaries, one First Nation has expressed an interest in having an existing fish farm included within a conservancy's proposed marine boundary. Their interest in doing so is to provide the First Nation with increased influence over whether that tenure is renewed after expiry. It is probable that this issue will arise repeatedly as management planning for the Central Coast proceeds. This is particularly an issue with finfish aquaculture, which is a controversial land use for some First Nations.

## V. OPTIONS:

**Option 1:** Where a management planning process for a conservancy recommends a foreshore boundary that includes existing industrial tenures (such as fish farms and log dumps; not to include commercial recreation) that may be permitted under the *Park Act*, the existing tenures will be included in the conservancy. MoE may issue a PUP under the *Park Act* to authorize the activity. Upon expiry, the Ministry would determine, in collaboration with First Nations, whether to issue a PUP for the continuation of that activity. Any other applicable authorizations from other agencies would continue to be required.

### Pros:

- Enables the Ministry to more effectively manage the conservancy as an integrated unit in collaboration with First Nations for the protection of cultural, natural and recreational values.
- Provides First Nations with potentially greater influence over land uses in their asserted territories, and would respond to their expressed interests in extending conservancies into the foreshore.

- Is consistent with the approach taken on tenure administration to date for *Land Act* tenures that pre-dated the establishment of a conservancy and with the protocol agreement between MoE, ILMB and MoTSA.
- Will result in a consistent approach to authorizing existing uses and future uses in conservancies.

Cons:

- Requires the Minister to become the decision maker on tenure renewals for uses not normally within the Ministry of Environment mandate. This may require resources and expertise not currently available within the Ministry.
- May result in the Minister of Environment becoming the decision maker for tenure decisions that may be opposed by collaborative management partners.
- Affected holders of existing tenures may view incorporation in a conservancy as increasing the risk that their uses would not be allowed to continue after their current tenures expire.
- MAL does not support this approach, and would prefer to see existing tenures currently under their administration (fish farms) excepted from foreshore additions.

**Option 2:** Where a management planning process for a conservancy recommends a foreshore boundary that includes existing industrial tenures not usually considered appropriate in a protected area (such as fish farms and log handling sites), those tenures will be excepted from the conservancy. MoE will work with tenuring agencies through the referral process to attempt to integrate consideration of conservancy values in tenure decision making. First Nations will be consulted through the applicable processes of the tenuring agency. Over time, as tenures lapse, are no longer required or are purchased by MoE, MoE will seek to have those lands included in the conservancy.

Pros:

- Management responsibility for existing tenures, including renewals, would remain with those government agencies currently responsible.
- Currently tenured operators would not experience a transition to a new and unfamiliar management regime.
- No new resources would be required to administer these tenures in MoE.
- May avoid possible conflicts between MoE and First Nations with collaborative management agreements who may wish to see some kinds of tenures discontinued during the tenure renewal adjudication process.

Cons:

- Potentially creates industrial in-holdings surrounded by conservancy, which may complicate management of the area for the protection of First Nations uses, recreation, and natural values.
- Could result in inconsistent management between existing uses that are excepted from the conservancy and managed by MoFR, MAL or ILMB, and new uses in the same conservancy, and managed by MoE under a PUP.
- May not be supported by some First Nations, resulting in substantial challenges in the timely completion of management plans for the conservancies.
- May be interpreted by some stakeholders as indicating that these kinds of uses are in fact not compatible with the conservancy designation, which could complicate adjudication of future park use permit applications for similar kinds of land uses.

**Option 3:** Where a management planning process for a conservancy recommends a foreshore boundary that includes existing *fish farms only*, the fish farm, and an appropriate buffer area if required, will be excepted from the conservancy and continue to be administered by MAL and ILMB. Over time, as tenures lapse, are no longer required or are purchased by MoE, MoE will seek to have those lands included in the conservancy.

Pros:

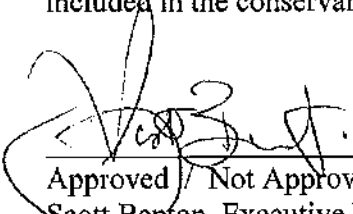
- Management responsibility for existing fish farm tenures, including renewals, would remain with those government agencies currently responsible.
- No new resources would be required to administer these tenures in MoE.
- Currently tenured operators would not experience a transition to a new and unfamiliar management regime.
- Is consistent with past practice of B.C. Parks in relation to fish farms at God's Pocket, Hesquiat and Broughton Archipelago marine parks.
- MAL and MoFR would both likely support this option

Cons:

- Limits MoE and collaborative management partners' influence over whether fish farm tenures are continued in the long term, and may complicate management of the remainder of the conservancy for the protection of natural, cultural and recreational values.
- Could result in inconsistent management between existing fish farms in a conservancy that are managed by MAL and ILMB, and new fish farms in the same area managed by MoE under a PUP.

**VII. RECOMMENDATION OPTION:**

**Option 2:** Where a management planning process for a conservancy recommends a foreshore boundary that includes existing industrial tenures not usually considered appropriate in a protected area (such as fish farms and log handling sites), those tenures will be excepted from the conservancy. MoE will work with tenuring agencies through the referral process to attempt to integrate consideration of conservancy values in tenure decision making. First Nations will be consulted through the applicable processes of the tenuring agency. Over time, as tenures lapse, are no longer required or are purchased by MoE, MoE will seek to have those lands included in the conservancy.

  
Approved / Not Approved  
Scott Benton, Executive Director  
Parks and Protected Areas Division

08/11/03.  
Date

**Contact:**

Peter Levy  
Manager, Coast LRMP  
Implementation  
Smithers

Phone: 250 847-7289

**Alternate Contact:**

Ken Morrison, Manager,  
Planning and Land  
Administration  
Parks and Protected  
Areas HQ

Phone: 3565298

**Prepared by:**

Brett Hudson, Planning and  
Management Branch,

Parks and Protected Areas: HQ

Phone: 387-4593



Approved	Initials	Date
Dir.	BB	Oct 22/08
Mgr	KM	Oct 22/08
Author	BH	Oct. 15 08


### Attachment 1:

#### Preliminary List of Central Coast Conservancies with Industrial Tenures that may be Affected by Extending Current Boundaries into Marine Foreshore

Conservancy	Tenure Type	Tenure Status
Forward Harbour Conservancy	Log Handling/Storage	Disposition in good standing
Goose Bay Conservancy	Commercial/General	Disposition in good standing
	Commercial B	Disposition in good standing
	Commercial B	Disposition in good standing
Lady Douglas - Don Peninsula Conservancy	Log Handling/Storage	Disposition in good standing. It is a map notation held by MAL.
Mahpahkum-Ahkwuna Deserters-Walker Conservancy	Fin fish aquaculture	Application
	Commercial – Marina	Disposition in good standing
	Light Industrial	License offered
Moksgm'ol/Chapple-Cornwall Conservancy	Commercial B (2)	Disposition in good standing
	Log Handling/Storage	License of Occupation offered
Outer Central Coast Islands	Shell fish aquaculture	Disposition in good standing. It is a Map Reserve held by MAL.
Broughton Archipelago Conservancy	Commercial A (2)	Active. Related to fin fish aquaculture
	Commercial A	Map notation/ Reserve held by MAL
	Aquaculture Licence	Active
	Aquaculture License (4)	Requested
Penrose Ripon	Commercial B (3)	Application accepted
	Remote Residential (2)	Disposition in good standing
	Commercial A	Disposition in good standing
	Shell Fish Aquaculture	Map Reserve: Disposition in good standing

## FW: Broughton commercial tenures

Thursday, December 21, 2017  
11:48 AM

Subject	<b>FW: Broughton commercial tenures</b>
From	Peemoeller, Marco FLNR:EX
To	Evans, Kathy FLNR:EX
Cc	Cheesman, Sean AGRI:EX
Sent	Monday, September 19, 2011 3:30 PM
Attachments	 Broughton_ Archipelag...

Kathy,

This is a good starting point for the “Aquaculture Related” upland tenures under renewal within the Broughton Archipelago Conservancy. Perhaps Linda or Judy (both in Nanaimo tomorrow) could sign out the files and return them to Courtenay. Are there any other places where consultation records might be kept?

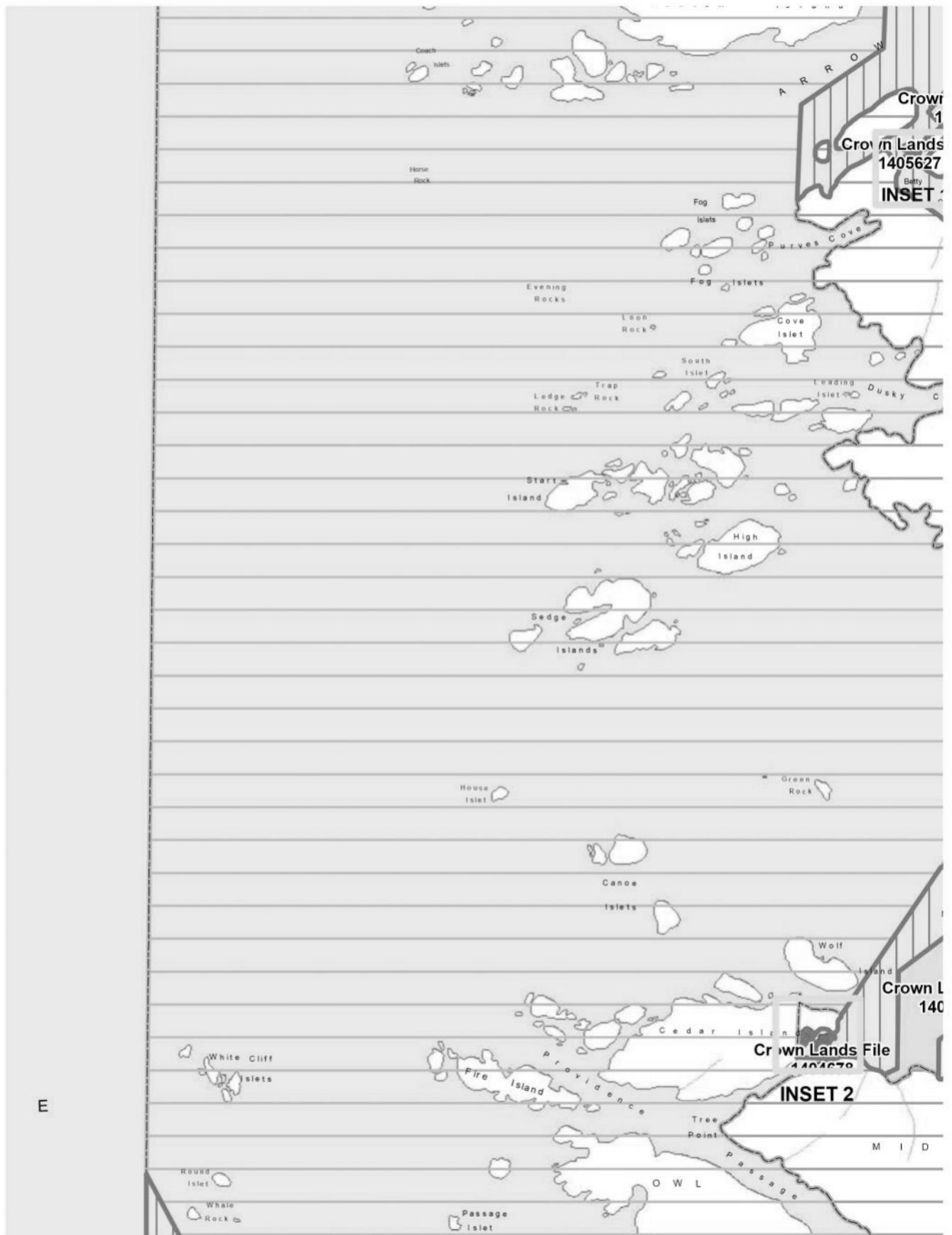
Thanks for your help Sean. As always much appreciated. Regards, Marco.

---

From: Cheesman, Sean AGRI:EX  
Sent: Monday, September 19, 2011 2:18 PM  
To: Peemoeller, Marco FLNR:EX  
Subject: Broughton commercial tenures

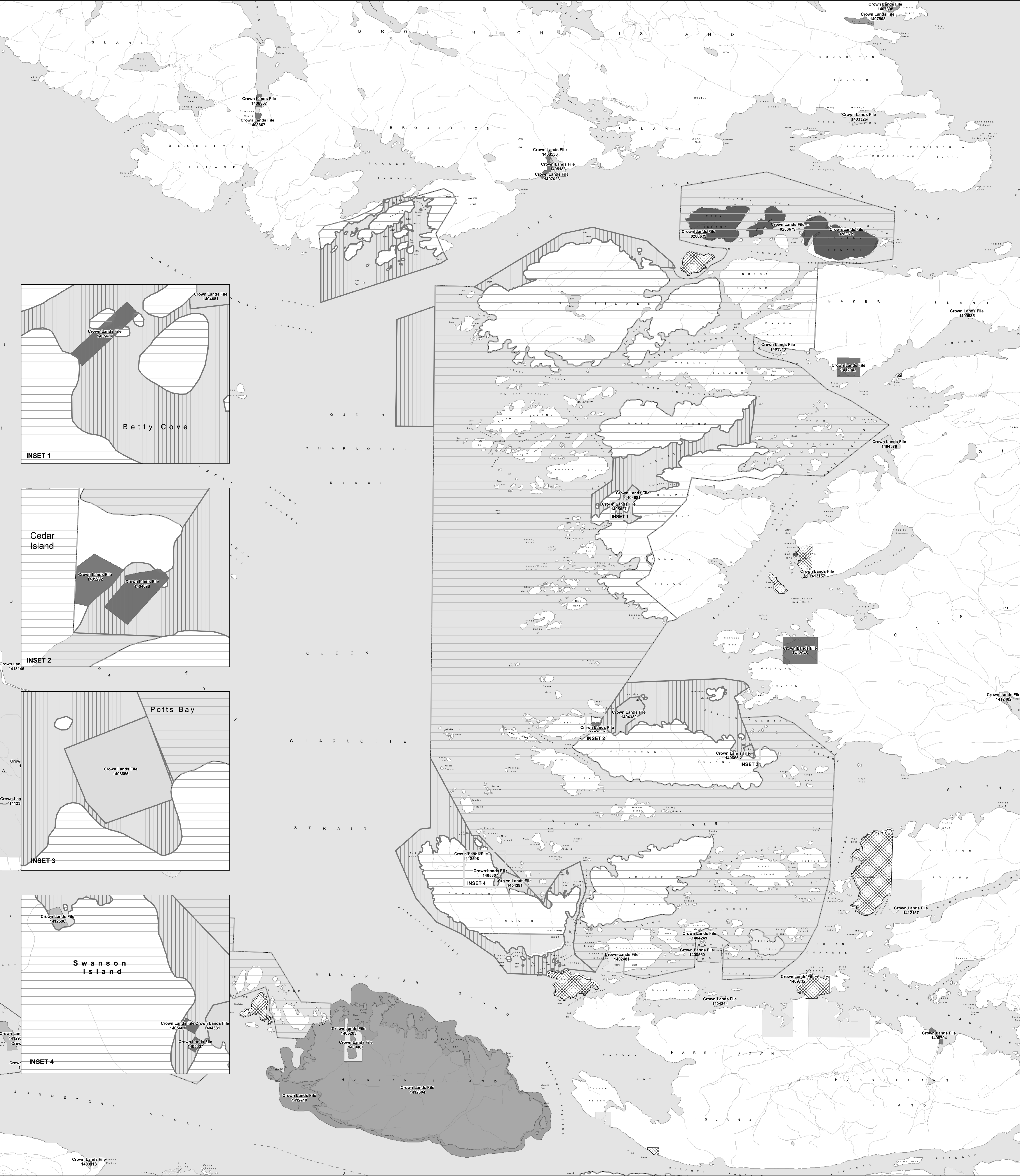
The map they sent out.

Near as I can tell, tenures are 1405400,1405627, 1405292 ,1405607 (2 polygons) and 1404678.





# Broughton Archipelago Marine Park and Conservancy: Proposed Marine Boundary



**Created By:**



BRITISH COLUMBIA  
The Best Place on Earth

Ministry of  
Natural Resource  
Operations



Proposed Marine Boundary



Existing Provincial park



Existing Conservancy



Indian Reserves



Private Land

**Crown Tenures by Purpose**

	Other		Industrial
	Agriculture		Institutional
	Alpine Skiing		Miscellaneous Land Uses
	Aquaculture		Pre-Tantalis
	Commercial		Quarrying
	Commercial Recreation		Residential
	Communication		Transportation
	Community		Utility
	Energy Production		Waterpower
	Environment Conservation and Recr		Windpower
	First Nations		



N  
W E  
S



0 1 2 4 6 8  
Kilometers

Date: April 26, 2011 (cb)  
File: I:\granitework\swm\workarea\arcproj\w080213\_COAST\_CONSER\marine\wrk1\Part2\_analysis\marine\_boundary\_options\maps\_for\_agency\_review\_with\_Crown\_tenures\_Broughton\_apr2011.mxd

141 of 391

## RE: Broughton commercial tenures

Thursday, December 21, 2017  
11:48 AM

Subject	<b>RE: Broughton commercial tenures</b>
From	Peemoeller, Marco FLNR:EX
To	Evans, Kathy FLNR:EX
Cc	Cheesman, Sean AGRI:EX
Sent	Monday, September 19, 2011 3:38 PM

Kathy also provide some information looks like 1405292 should be 1405293 ?

---

From: Peemoeller, Marco FLNR:EX  
Sent: Monday, September 19, 2011 3:30 PM  
To: Evans, Kathy FLNR:EX  
Cc: Cheesman, Sean AGRI:EX  
Subject: FW: Broughton commercial tenures

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Thanks for your help Sean. As always much appreciated. Regards, Marco.

---

From: Cheesman, Sean AGRI:EX  
Sent: Monday, September 19, 2011 2:18 PM  
To: Peemoeller, Marco FLNR:EX  
Subject: Broughton commercial tenures

<< File: Broughton\_Archipelago\_with\_tenures.pdf >> The map they sent out.

Near as I can tell, tenures are 1405400,1405627, 1405292 ,1405607 (2 polygons) and 1404678.

## RE: Broughton commercial tenures

Wednesday, December 20, 2017  
3:24 PM

Subject	<b>RE: Broughton commercial tenures</b>
From	Evans, Kathy FLNR:EX
To	Peemoeller, Marco FLNR:EX
Cc	Cheesman, Sean AGRI:EX
Sent	Monday, September 19, 2011 3:41 PM

I am pretty sure that only the Nanaimo office engaged in consultations wrt commercial tenures. I understand that Gary Morley batches the upcoming expiring tenures and refers them to the applicable FNs. If no response, apparently a follow up letter is sent. If responses are received, they are to be dealt with by the land officer.

Having said that, on these particular files concerns may have been raised during consultation on associated deep water sites, so it may be worth getting the land file numbers for those sites and checking our records here in Courtenay (we can start with e-licensing/ALRAS and then the hard file if necessary).

K.

---

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Sent: Monday, September 19, 2011 3:30 PM  
To: Evans, Kathy FLNR:EX  
Cc: Cheesman, Sean AGRI:EX  
Subject: FW: Broughton commercial tenures

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Sent: Monday, September 19, 2011 2:18 PM  
To: Peemoeller, Marco FLNR:EX  
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# FW: Broughton commercial tenures

Thursday, December 21, 2017  
11:48 AM

Subject	<b>FW: Broughton commercial tenures</b>
From	Peemoeller, Marco FLNR:EX
To	Biss, Barbara FLNR:EX
Cc	Morley, Gary FLNR:EX
Sent	Monday, September 26, 2011 8:28 AM

Hi Barbara,

Are you able to assist with the request below? Gary is away, Thanks, Marco.

---

From: Peemoeller, Marco FLNR:EX  
Sent: Monday, September 19, 2011 4:25 PM  
To: Morley, Gary FLNR:EX  
Cc: Evans, Kathy FLNR:EX; Cheesman, Sean AGRI:EX; Moore, Linda FLNR:EX  
Subject: FW: Broughton commercial tenures

Hi Gary,

Do you have records you can provide for the last consultations letters being sent on the following files? These are "Aquaculture Related" upland tenures under renewal within the Broughton Archipelago Conservancy being converting from tenure to PUP and un-surveyed foreshore (still under discussion with Ministry of Environment). We are trying to track down consultation records for MoE. Thanks, Marco.

## Upland Tenures

1405400  
1405293  
1405292

## UNSURVEYED FORESHORE

1405627  
1405607 (2 polygons)  
1404678

---

From: Evans, Kathy FLNR:EX  
Sent: Monday, September 19, 2011 3:41 PM  
To: Peemoeller, Marco FLNR:EX  
Cc: Cheesman, Sean AGRI:EX  
Subject: RE: Broughton commercial tenures



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K.

## FW: Broughton commercial tenures

Thursday, December 21, 2017  
11:48 AM

Subject	<b>FW: Broughton commercial tenures</b>
From	Peemoeller, Marco FLNR:EX
To	Boone, Judy FLNR:EX
Cc	Evans, Kathy FLNR:EX
Sent	Monday, September 26, 2011 9:45 AM

Hi Judy,

The Aquaculture sites we need consultation records for are as follows (1404380, 1404381, 1404681). If we have any records on the upland tenures or foreshore tenures listed below, we need these as well. I will stop by your office to discuss. We are trying to track down consultation records for MOE, for Broughton Conservancy discussions. Regards, Marco.

### Upland Tenures

1405400  
1405293  
1405292

### UNSURVEYED FORESHORE

1405627  
1405607 (2 polygons)  
1404678

---

From: Evans, Kathy FLNR:EX  
Sent: Monday, September 19, 2011 3:41 PM  
To: Peemoeller, Marco FLNR:EX  
Cc: Cheesman, Sean AGRI:EX  
Subject: RE: Broughton commercial tenures

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K.

## RE: Broughton commercial tenures

Wednesday, December 20, 2017

3:23 PM

Subject	<b>RE: Broughton commercial tenures</b>
From	Biss, Barbara FLNR:EX
To	Peemoeller, Marco FLNR:EX
Cc	Berry, Doug FLNR:EX; Evans, Kathy FLNR:EX
Sent	Monday, September 26, 2011 4:00 PM

Marco

You'll have to come down and pull the First Nations files to see what was done. I don't have time.

Barbara Biss  
Barbara Biss  
Portfolio Administrator  
West Coast Region  
Ministry of Forests, Lands and Natural Resource Operations  
142 - 2080 Labieux Rd  
Nanaimo BC V9T 6J9  
Phone: (250) 751-7248 Fax: (250) 751-7224  
E-Mail: Barbara.Biss@gov.bc.ca  
ü Please consider the environment before printing.

---

From: Peemoeller, Marco FLNR:EX  
Sent: Monday, September 26, 2011 8:29 AM  
To: Biss, Barbara FLNR:EX  
Cc: Morley, Gary FLNR:EX  
Subject: FW: Broughton commercial tenures

Hi Barbara,

Are you able to assist with the request below? Gary is away, Thanks, Marco.

---

From: Peemoeller, Marco FLNR:EX  
Sent: Monday, September 19, 2011 4:25 PM  
To: Morley, Gary FLNR:EX  
Cc: Evans, Kathy FLNR:EX; Cheesman, Sean AGRI:EX; Moore, Linda FLNR:EX  
Subject: FW: Broughton commercial tenures

Hi Gary,

Do you have records you can provide for the last consultations letters being sent on the following files? These are "Aquaculture Related" upland tenures under renewal within the Broughton Archipelago Conservancy being converting from tenure to PUP and un-surveyed foreshore (still under discussion with Ministry of Environment). We are trying to track down consultation records for MoE. Thanks, Marco.

## Upland Tenures

1405400  
1405293  
1405292

## UNSURVEYED FORESHORE

1405627  
1405607 (2 polygons)  
1404678

---

From: Evans, Kathy FLNR:EX  
Sent: Monday, September 19, 2011 3:41 PM  
To: Peemoeller, Marco FLNR:EX  
Cc: Cheesman, Sean AGRI:EX  
Subject: RE: Broughton commercial tenures


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K.

# FW: Re: Notes from Aquaculture Tenures Exceptions Call

Thursday, December 21, 2017  
11:47 AM

Subject	<b>FW: Re: Notes from Aquaculture Tenures Exceptions Call</b>
From	Peemoeller, Marco FLNR:EX
To	Boone, Judy FLNR:EX
Sent	Wednesday, September 28, 2011 8:21 AM
Attachments	 2011092013 0210

FYI

---

From: Peemoeller, Marco FLNR:EX  
Sent: Tuesday, September 27, 2011 4:24 PM  
To: Jacobsen, Catherine ENV:EX  
Cc: Evans, Kathy FLNR:EX; Last, Gavin AGRI:EX; Cheesman, Sean AGRI:EX; Herbert, Sean FLNR:EX  
Subject: RE: Re: Notes from Aquaculture Tenures Exceptions Call

Hi Catherine,

I have gone to Nanaimo and pulled the files listed below (now in the Courtenay office). My understanding is that consultation records for specific tenure decisions are located in these files. The records are available for your review in the Courtenay office, please advise if this arrangement works for you. We have a photocopier / scanner so you can scan make copies of consultation records as required. The records may be of limited use as a new consultation for the issuance of a PUP (upland tenures) is likely required. This would also provide a good opportunity to familiarize yourself with the files. I have attached a PDF document with diagrams showing the location of the tenures listed below including the adjacent Finfish Aquaculture tenures. Hope this is helpful. Regards, Marco.

Upland Tenures (converting to PUP)

1405400  
1405293  
1405292

UNSURVEYED FORESHORE (still under discussion)

1405627  
1405607 (2 polygons)  
1404678

---

From: Jacobsen, Catherine ENV:EX  
Sent: Tuesday, September 27, 2011 8:46 AM  
To: Peemoeller, Marco FLNR:EX  
Subject: RE: Re: Notes from Aquaculture Tenures Exceptions Call

Hi Marco,

Sorry for the delay in replying. I've been out of the office for the past week at various meetings. The file numbers are: Cedar Island (1405292), Bonwick Island (1405400) and Swanson Island (1405293).

Thanks for your work on this. Let me know if you need any other information.

Cheers,  
Catherine

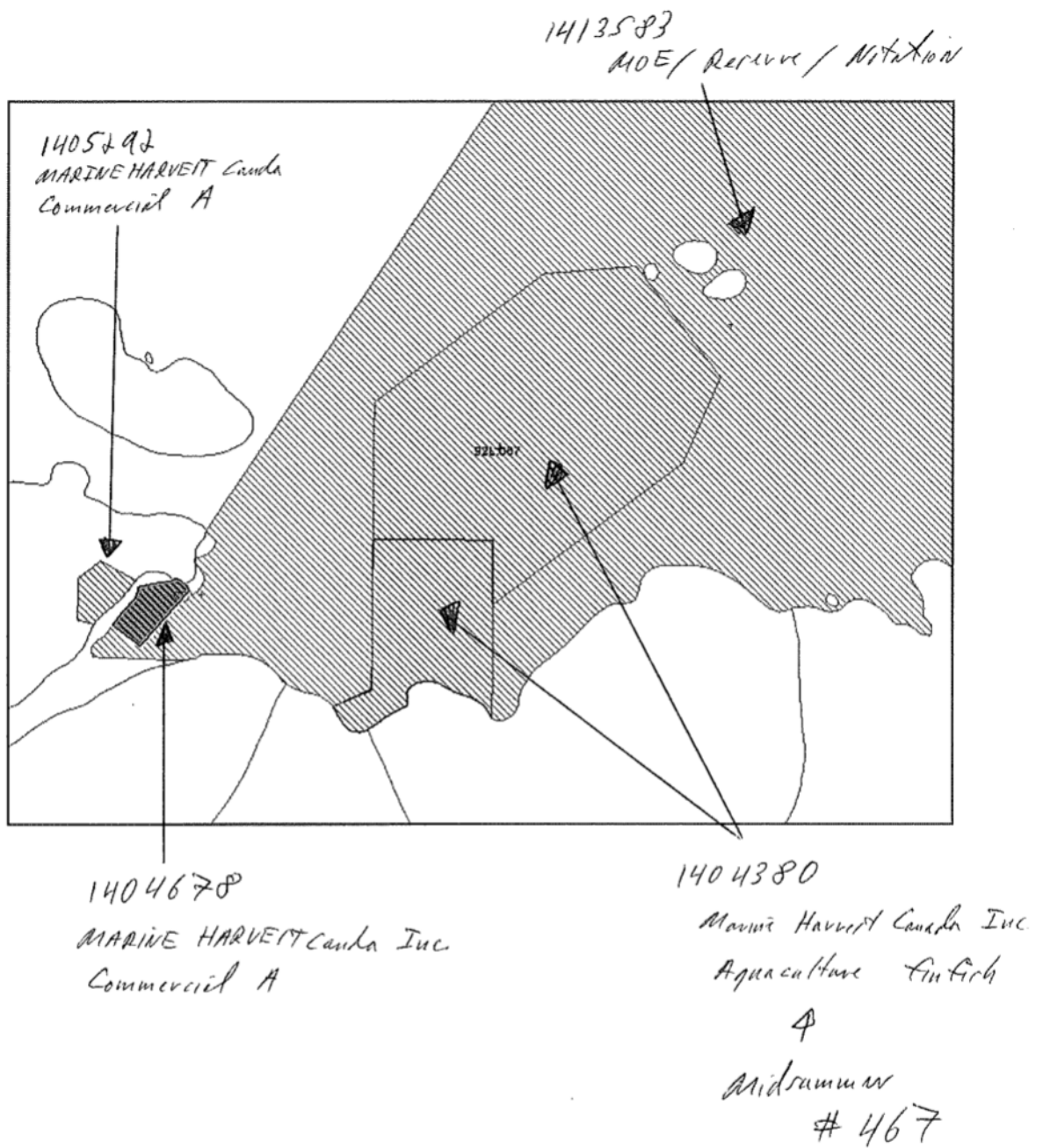
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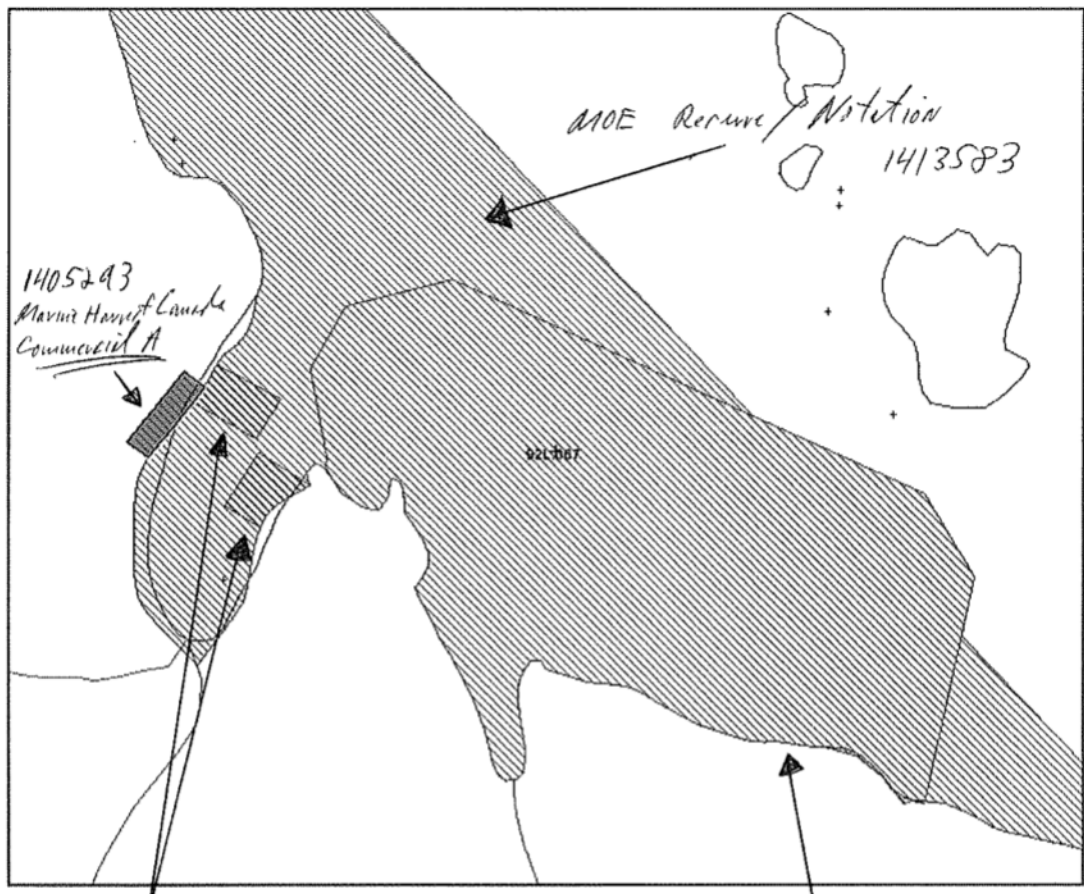
From: Peemoeller, Marco FLNR:EX  
Sent: Monday, September 19, 2011 1:17 PM  
To: Jacobsen, Catherine ENV:EX  
Subject: Re: Notes from Aquaculture Tenures Exceptions Call

Hi Catherine,

Would you happen to have a list of the Landfile numbers for the "Aquaculture Related" upland tenures under renewal within Broughton Archipelago Conservancy?

Thanks, Marco.





1405243  
Marine Harvest Canada  
Commercial A

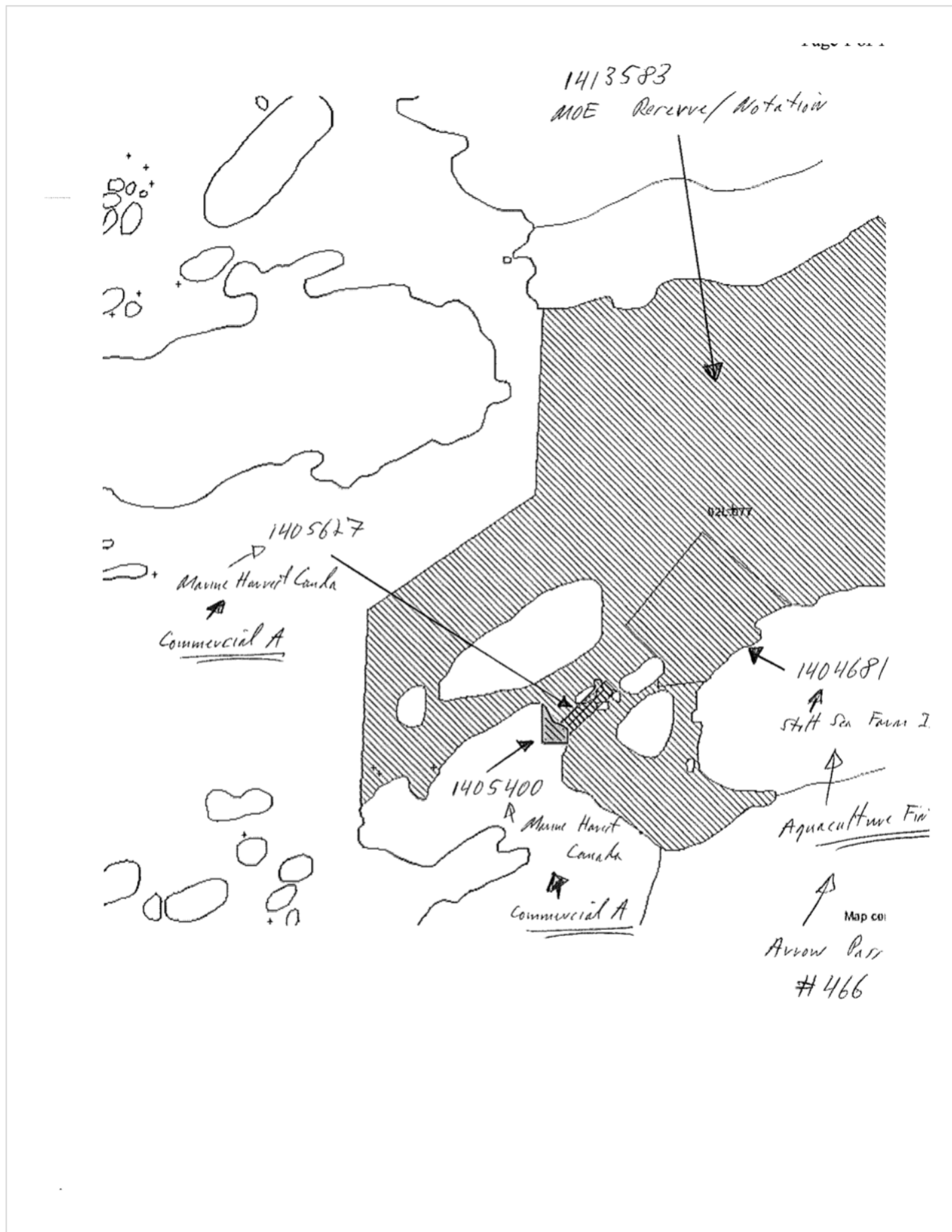
MOE Reserve / Notation  
1413583

1405607

1405607  
Marine Harvest Canada  
(2 polygons)  
Commercial A

1404381  
Marine Harvest Canada  
Aquaculture Fin Fish  
↑  
Swanson  
# 465





# RE: Re: Notes from Aquaculture Tenures Exceptions Call

Wednesday, December 20, 2017

3:23 PM

Subject	<b>RE: Re: Notes from Aquaculture Tenures Exceptions Call</b>
From	Jacobsen, Catherine ENV:EX
To	Peemoeller, Marco FLNR:EX
Sent	Wednesday, September 28, 2011 8:43 AM

Thanks, Marco. That's great. Yes, I can come by the Courtenay office. Would any time this afternoon work for you? Alternatively, any time this Friday?

Cheers,  
Catherine

---

From: Peemoeller, Marco FLNR:EX  
Sent: Tuesday, September 27, 2011 4:24 PM  
To: Jacobsen, Catherine ENV:EX  
Cc: Evans, Kathy FLNR:EX; Last, Gavin AGRI:EX; Cheesman, Sean AGRI:EX; Herbert, Sean FLNR:EX  
Subject: RE: Re: Notes from Aquaculture Tenures Exceptions Call

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Upland Tenures (converting to PUP)

1405400  
1405293  
1405292

UNSURVEYED FORESHORE (still under discussion)

1405627  
1405607 (2 polygons)  
1404678

<< File: 20110920130210.pdf >>

---

From: Jacobsen, Catherine ENV:EX  
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Subject: RE: Re: Notes from Aquaculture Tenures Exceptions Call

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Cheers,  
Catherine

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Thursday, December 21, 2017  
11:46 AM

Subject	<b>FW: Re: Notes from Aquaculture Tenures Exceptions Call</b>
From	Peemoeller, Marco FLNR:EX
To	Boone, Judy FLNR:EX
Sent	Wednesday, September 28, 2011 8:51 AM

FYI

---

From: Peemoeller, Marco FLNR:EX  
Sent: Wednesday, September 28, 2011 8:52 AM  
To: Jacobsen, Catherine ENV:EX  
Cc: Evans, Kathy FLNR:EX; Cheesman, Sean AGRI:EX; Last, Gavin AGRI:EX; Herbert, Sean FLNR:EX  
Subject: RE: Re: Notes from Aquaculture Tenures Exceptions Call

This afternoon works. Regards, Marco.

---

From: Jacobsen, Catherine ENV:EX  
Sent: Wednesday, September 28, 2011 8:44 AM  
To: Peemoeller, Marco FLNR:EX  
Subject: RE: Re: Notes from Aquaculture Tenures Exceptions Call

Thanks, Marco. That's great. Yes, I can come by the Courtenay office. Would any time this afternoon work for you? Alternatively, any time this Friday?

Cheers,  
Catherine

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1405400  
1405293  
1405292

UNSURVEYED FORESHORE (still under discussion)

1405627  
1405607 (2 polygons)  
1404678

<< File: 20110920130210.pdf >>

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Wednesday, December 20, 2017

3:23 PM

Subject	<b>RE: Re: Notes from Aquaculture Tenures Exceptions Call</b>
From	Jacobsen, Catherine ENV:EX
To	Peemoeller, Marco FLNR:EX
Sent	Wednesday, September 28, 2011 9:02 AM

Ok, I'll come by at 2 pm. Or Let me know if another time is better. You are located at the Service Centre building, right?

Thanks,  
Catherine

---

From: Peemoeller, Marco FLNR:EX  
Sent: Wednesday, September 28, 2011 8:52 AM  
To: Jacobsen, Catherine ENV:EX  
Cc: Evans, Kathy FLNR:EX; Cheesman, Sean AGRI:EX; Last, Gavin AGRI:EX; Herbert, Sean FLNR:EX  
Subject: RE: Re: Notes from Aquaculture Tenures Exceptions Call

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To: Peemoeller, Marco FLNR:EX  
Subject: RE: Re: Notes from Aquaculture Tenures Exceptions Call

Thanks, Marco. That's great. Yes, I can come by the Courtenay office. Would any time this afternoon work for you? Alternatively, any time this Friday?

Cheers,  
Catherine

---

From: Peemoeller, Marco FLNR:EX  
Sent: Tuesday, September 27, 2011 4:24 PM  
To: Jacobsen, Catherine ENV:EX  
Cc: Evans, Kathy FLNR:EX; Last, Gavin AGRI:EX; Cheesman, Sean AGRI:EX; Herbert, Sean FLNR:EX  
Subject: RE: Re: Notes from Aquaculture Tenures Exceptions Call

Hi Catherine,

I have gone to Nanaimo and pulled the files listed below (now in the Courtenay office). My understanding is that consultation records for specific tenure decisions are located in these files. The records are available for your review in the Courtenay office, please advise if this arrangement works for you. We have a photocopier / scanner so you can scan make copies of consultation records as required. The records may be of limited use as a new consultation for the issuance of a PUP (upland tenures) is likely required. This would also provide a good opportunity to familiarize yourself with

the files. I have attached a PDF document with diagrams showing the location of the tenures listed below including the adjacent Finfish Aquaculture tenures. Hope this is helpful. Regards, Marco.

Upland Tenures (converting to PUP)

1405400  
1405293  
1405292

UNSURVEYED FORESHORE (still under discussion)

1405627  
1405607 (2 polygons)  
1404678

<< File: 20110920130210.pdf >>

---

From: Jacobsen, Catherine ENV:EX  
Sent: Tuesday, September 27, 2011 8:46 AM  
To: Peemoeller, Marco FLNR:EX  
Subject: RE: Re: Notes from Aquaculture Tenures Exceptions Call

Hi Marco,

Sorry for the delay in replying. I've been out of the office for the past week at various meetings. The file numbers are: Cedar Island (1405292), Bonwick Island (1405400) and Swanson Island (1405293).

Thanks for your work on this. Let me know if you need any other information.

Cheers,  
Catherine

---

From: Peemoeller, Marco FLNR:EX  
Sent: Monday, September 19, 2011 1:17 PM  
To: Jacobsen, Catherine ENV:EX  
Subject: Re: Notes from Aquaculture Tenures Exceptions Call

Hi Catherine,

Would you happen to have a list of the Landfile numbers for the "Aquaculture Related" upland tenures under renewal within Broughton Archipelago Conservancy?

Thanks, Marco.

# RE: Re: Notes from Aquaculture Tenures Exceptions Call

Thursday, December 21, 2017  
11:46 AM

Subject	<b>RE: Re: Notes from Aquaculture Tenures Exceptions Call</b>
From	Peemoeller, Marco FLNR:EX
To	Jacobsen, Catherine ENV:EX
Sent	Wednesday, September 28, 2011 9:13 AM

That's right. The Access Centre at 2500 Cliffe Avenue. Regards, Marco.

---

From: Jacobsen, Catherine ENV:EX  
Sent: Wednesday, September 28, 2011 9:03 AM  
To: Peemoeller, Marco FLNR:EX  
Subject: RE: Re: Notes from Aquaculture Tenures Exceptions Call

Ok, I'll come by at 2 pm. Or Let me know if another time is better. You are located at the Service Centre building, right?

Thanks,  
Catherine

---

From: Peemoeller, Marco FLNR:EX  
Sent: Wednesday, September 28, 2011 8:52 AM  
To: Jacobsen, Catherine ENV:EX  
Cc: Evans, Kathy FLNR:EX; Cheesman, Sean AGRI:EX; Last, Gavin AGRI:EX; Herbert, Sean FLNR:EX  
Subject: RE: Re: Notes from Aquaculture Tenures Exceptions Call

This afternoon works. Regards, Marco.

---

From: Jacobsen, Catherine ENV:EX  
Sent: Wednesday, September 28, 2011 8:44 AM  
To: Peemoeller, Marco FLNR:EX  
Subject: RE: Re: Notes from Aquaculture Tenures Exceptions Call

Thanks, Marco. That's great. Yes, I can come by the Courtenay office. Would any time this afternoon work for you? Alternatively, any time this Friday?

Cheers,  
Catherine

---

From: Peemoeller, Marco FLNR:EX  
Sent: Tuesday, September 27, 2011 4:24 PM  
To: Jacobsen, Catherine ENV:EX  
Cc: Evans, Kathy FLNR:EX; Last, Gavin AGRI:EX; Cheesman, Sean AGRI:EX; Herbert, Sean FLNR:EX  
Subject: RE: Re: Notes from Aquaculture Tenures Exceptions Call



Hi Catherine,

I have gone to Nanaimo and pulled the files listed below (now in the Courtenay office). My understanding is that consultation records for specific tenure decisions are located in these files. The records are available for your review in the Courtenay office, please advise if this arrangement works for you. We have a photocopier / scanner so you can scan make copies of consultation records as required. The records may be of limited use as a new consultation for the issuance of a PUP (upland tenures) is likely required. This would also provide a good opportunity to familiarize yourself with the files. I have attached a PDF document with diagrams showing the location of the tenures listed below including the adjacent Finfish Aquaculture tenures. Hope this is helpful. Regards, Marco.

Upland Tenures (converting to PUP)

1405400  
1405293  
1405292

UNSURVEYED FORESHORE (still under discussion)

1405627  
1405607 (2 polygons)  
1404678

<< File: 20110920130210.pdf >>

---

From: Jacobsen, Catherine ENV:EX  
Sent: Tuesday, September 27, 2011 8:46 AM  
To: Peemoeller, Marco FLNR:EX  
Subject: RE: Re: Notes from Aquaculture Tenures Exceptions Call

Hi Marco,

Sorry for the delay in replying. I've been out of the office for the past week at various meetings. The file numbers are: Cedar Island (1405292), Bonwick Island (1405400) and Swanson Island (1405293).

Thanks for your work on this. Let me know if you need any other information.

Cheers,  
Catherine

---

From: Peemoeller, Marco FLNR:EX  
Sent: Monday, September 19, 2011 1:17 PM  
To: Jacobsen, Catherine ENV:EX  
Subject: Re: Notes from Aquaculture Tenures Exceptions Call

Hi Catherine,

Would you happen to have a list of the Landfile numbers for the "Aquaculture Related" upland tenures under renewal within Broughton Archipelago Conservancy?

Thanks, Marco.

# RE: RE: Proposed Conservancy Marine Boundaries - Broughton Archipelago and Deserters-Walker Conservancies

Wednesday, December 20, 2017  
3:22 PM

Subject	<b>RE: RE: Proposed Conservancy Marine Boundaries - Broughton Archipelago and Deserters-Walker Conservancies</b>
From	Jacobsen, Catherine ENV:EX
To	Peemoeller, Marco FLNR:EX
Cc	Last, Gavin AGRI:EX; Cheesman, Sean AGRI:EX; Evans, Kathy FLNR:EX; Herbert, Sean FLNR:EX
Sent	Tuesday, November 1, 2011 10:54 AM

Thanks, Marco, for this excellent clarification. We'll certainly ask Marine Harvest what their plans are for this site, and will also certainly keep you informed on anything we learn.

Cheers,  
Catherine

---

From: Peemoeller, Marco FLNR:EX  
Sent: Monday, October 31, 2011 1:58 PM  
To: Jacobsen, Catherine ENV:EX  
Cc: Last, Gavin AGRI:EX; Cheesman, Sean AGRI:EX; Evans, Kathy FLNR:EX; Herbert, Sean FLNR:EX  
Subject: RE: RE: Proposed Conservancy Marine Boundaries - Broughton Archipelago and Deserters-Walker Conservancies

Hi Catherine,

For clarification, as I understand things, all five aquaculture tenures in the Broughton Archipelago and Deserters-Walker conservancies are up to date and correct in Tantalus. Front Counter BC did not process the Arrow Pass amendment, so DFO would not have received a copy of the application via this route. It is possible that Marine Harvest Canada may have provided a copy directly to DFO at some point.

As I understand things the current replacement application would be addressed prior to an amendment application. Front Counter BC also informed Marine Harvest Canada that an application form and fees were outstanding.

Going forward Front Counter BC acts as the one window, accepting applications on behalf of the reviewing agencies. It is probably best to talk with Marine Harvest Canada directly to determine what their current and future plans are for this site. Due consideration should be given to the April 03, 2009 amendment, as the client may wish to continue with this application. Please keep me apprised of any new information from your discussions with Marine Harvest Canada with respect to this or any of the other files.

Thanks, Marco.

---

From: Jacobsen, Catherine ENV:EX  
Sent: Friday, October 28, 2011 9:15 AM  
To: Peemoeller, Marco FLNR:EX; Last, Gavin AGRI:EX; Cheesman, Sean AGRI:EX  
Cc: Evans, Kathy FLNR:EX; Herbert, Sean FLNR:EX  
Subject: RE: RE: Proposed Conservancy Marine Boundaries - Broughton Archipelago and Deserters-

Thanks, Marco,

Yes, this will certainly need further consideration and follow-up with Marine Harvest. What would also be useful for all of us to know is what is happening with this application now. Would this have been forwarded to DFO, or would Marine Harvest have to re-submit a new application to DFO? I am not familiar with the current process.

Also for everyone's info, this was the one amendment application uncovered in a review of the paper files Marco obtained for the five aquaculture tenures in Broughton Archipelago and Deserters-Walker conservancies. The other four tenures appear to be up to date and correct in Tantalus.

Gavin and Sean C. - Richard Opalas.22 so I have not yet been able to discuss meeting times to review the 250 m buffer proposal that Jon Chamberlain, Sean and I discussed a couple of weeks ago. I will try him next week and get back to you with some options as soon as possible. In the meantime, I reviewed the 250 m buffer concept internally with Parks staff in Victoria and there are no concerns with this approach.

Thanks,  
Catherine

---

From: Peemoeller, Marco FLNR:EX  
Sent: Thursday, October 27, 2011 2:24 PM  
To: Jacobsen, Catherine ENV:EX; Last, Gavin AGRI:EX; Cheesman, Sean AGRI:EX  
Cc: Evans, Kathy FLNR:EX; Herbert, Sean FLNR:EX  
Subject: RE: Proposed Conservancy Marine Boundaries - Broughton Archipelago and Deserters-Walker Conservancies

Hi Catherine,

Re: amendments for marine finfish sites that fall within the Proposed Conservancy Marine Boundaries - Broughton Archipelago and Deserters-Walker Conservancies.

Potts Bay LF# 1406655  
- I could not find any amendments for this site.

Arrow Pass LF# 1404681  
-The Courtenay office accepted the Arrow Pass amendment application on April 03, 2009 including review fees to amend the aquaculture licence. The plan was in fact reviewed and found to be technically / biologically feasible. I note that Front Counter did not accept the application, in part "awaiting the completion of the Broughton Archipelago Plan". In considering that the application was accepted by a provincial agency, I recommend that further consideration be given to the file in planning process discussions and as a follow up item with Marine Harvest Canada. I have scanned relevant parts of the application for consideration.

<< File: 20111027141350.pdf >>

Regards, Marco.



## MISCELLANEOUS LAND USE REPORT

VI - LAND MGMNT - VANCOUVER ISLAND SERVICE REGION

<b>File:</b>	1404678	<b>Inspected Date:</b>	na - see google print
<b>Reported By:</b>	Barbara Biss	<b>Report Date:</b>	November 16, 2015
<b>Phone Number:</b>	250 751-7256	<b>Complexity Level:</b>	2
<b>Applicant:</b>	MARINE HARVEST CANADA INC. 124-1334 Island Hwy Campbell River, BC V9W 8C9		

**Decision:** The application is allowed.

<b>Application Type:</b>	Rent Review	<b>LMM Policy:</b>	Commercial
<b>Purpose:</b>	Commercial	<b>Sub-Purpose:</b>	Commercial A
<b>Type:</b>	Licence	<b>Sub-Type:</b>	Licence Of Occupation
<b>Commencement Date:</b>	January 1, 2010	<b>Term:</b>	20 years
<b>Purpose Statement:</b>	general commercial float residences and storage facilities ancillary to fish farm and floats		

<b>BCGS Map Sheet:</b>	NO-RECORD-F092L067UND
<b>Air Photo No.:</b>	No Record Found
<b>Application Area:</b>	0.754 Ha.
<b>Recommended Area:</b>	0.754 Ha.
<b>Location:</b>	Cedar Island

<b>Legal Description:</b>	Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District, shown outlined on sketch below, containing 0.754 hectares, more or less
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<b>Referral Agencies/ Analysis:</b>	No Record Found
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<b>Clearance and Other Conflicts:</b>	
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<b>Site Information:</b>	<u>This ancillary to tenure is located on Cedar Island, east of Malcolm Island. The most recent evidence of diligent use is a Google Earth photo taken in 2010 that shows walkway on pilings, a gangway and a float with a storage shed on it plus a number of float residences. The improvements are consistent with the purpose statement in the licence. Diligent use is being demonstrated.</u>
--------------------------	---

<b>Rental:</b>	<u>As per the new rental structure for ancillary aquaculture tenures the upland is now valued at \$50,000/ha. When the tenure was replaced in 2010 the annual rental was calculated at 25% of that land value. There has not been a rent review since the tenure was replaced. After discussions with C. Bezanson, Senior Land Officer, it was decided that the annual rental would be calculated out at 50% of land value for this rent review only. Upon replacement 100% of land value is to be used.</u> $\$50,000/\text{ha} \times 0.754 \text{ ha} = \$37,700 \times 50\% = \$18,850.00 \text{ LV} \times 7.5\% = \$1413.75$
----------------	---

<b>Discussion/Recommendations:</b>	<u>Diligent use is demonstrated as per photo</u>
------------------------------------	--

**Rental – \$1413.75**

Next review upon expiry in 2020.

Formatted: Font: Bold

Signature: \_\_\_\_\_ Date: \_\_\_\_\_




Principle Based  
Decision Making Tool Environmental Risks v



Land Act

# Re: Mapping for Crown land applications for Tula Foundation

Wednesday, December 20, 2017  
2:21 PM

Subject	<b>Re: Mapping for Crown land applications for Tula Foundation</b>
From	<a href="#">Wayne Jacob</a>
To	Bresnahan, Valerie FLNR:EX
Sent	Wednesday, December 16, 2015 3:02 PM
Attachments	 Limpet Observato...

Hi Valerie

I have produced a map of the site tenure for our Limpet observatory ref# 100138467. The map includes metes and bounds as well as the GPS coordinates they were derived from. Due to the scale however they do not present themselves very well on Google Earth.

Let me know if you can draw it from this data. I will work on the second map tomorrow morning.

On Tue, Dec 15, 2015 at 3:30 PM, Bresnahan, Valerie FLNR:EX <[Valerie.Bresnahan@gov.bc.ca](mailto:Valerie.Bresnahan@gov.bc.ca)> wrote:

Can you please give me a call to discuss mapping requirements for your Crown land applications.

Thank you. See number below.

## *Valerie Bresnahan*

Natural Resource Specialist  
FrontCounter BC  
Ministry of Forests, Lands and Natural Resource Operations  
Suite 142 - 2080 Labieux Road  
Nanaimo, BC V9T 6J9  
Telephone: 250 751-7226  
Fax: 250 751-7224  
Toll Free: 1.877.855.3222  
[www.frontcounterbc.gov.bc.ca](http://www.frontcounterbc.gov.bc.ca)

How Did We Do?

Clients of **FrontCounter BC** are invited to take our [customer satisfaction survey](#). We'd appreciate your input.

--

Wayne Jacob

Hakai Institute, Calvert Island, BC, Canada / [www.hakai.org](http://www.hakai.org)  
Tula Foundation, Quadra Island, BC, Canada / [www.tula.org](http://www.tula.org)



**Limpet Observatory Site Plan with Metes and Bounds  
Reference 100138467**

Copyright

**Metes and Bounds**

PoC: 50 06.981N 125 13.298W  
From PoC head 1.5m Bearing 127 T (50 06.981N 125 13.297W)  
then 25.1m Bearing 45 T (50 06.990N 125 13.282W)  
then 1.5m Bearing 127 T (50 06.990N 125 13.281W)  
then 5m Bearing 337 T (50 06.992N 125 13.279W)  
then 5m Bearing 306 T (50 06.994N 125 13.282W)  
then 5m Bearing 215 T (50 06.992N 125 13.285W)  
then 1.5m Bearing 127 T (50 06.991N 125 13.284W)  
then 25.4m Bearing 225 T (50 06.982N 125 13.299W)  
then 1.5m Bearing 127 T to PoC

GA1599  
GST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM  
TRANSACTION RECEIPT

PAGE 1

JANUARY 25, 2016 11:17  
03003 FCBC NANAIMO

TRANSACTION ID: 1000010

SD28992

			ITEM PRICE	QUANT	AMOUNT
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	48.55	1	48.55
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1407428			
REFERENCE:	CLIENT NAME	MARINE HARVEST CANADA INC			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	12.02	1	12.02
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1405607			
REFERENCE:	CLIENT NAME	MARINE HARVEST CANADA INC			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	64.91	1	64.91
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1407749			
REFERENCE:	CLIENT NAME	MARINE HARVEST CANADA INC			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	21.82	1	21.82
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1401721			
REFERENCE:	CLIENT NAME	MARINE HARVEST CANADA INC			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	1,484.44	1	1,484.44
	CLIENT NUMBER	s.17			

GA1599  
GST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM  
TRANSACTION RECEIPT

PAGE 2

JANUARY 25, 2016 11:17  
03003 FCBC NANAIMO

TRANSACTION ID: 1000010

SD28992

			ITEM PRICE	QUANT	AMOUNT
DOCUMENT:	FILE #	1404678			
REFERENCE:	CLIENT NAME	MARINE HARVEST CANADA INC			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	6,775.60	1	6,775.60
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1404918			
REFERENCE:	CLIENT NAME	MARINE HARVEST CANADA INC			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	739.20	1	739.20
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1403852			
REFERENCE:	CLIENT NAME	MARINE HARVEST CANADA INC			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	6,851.25	1	6,851.25
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1403968			
REFERENCE:	CLIENT NAME	MARINE HARVEST CANADA INC			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	787.50	1	787.50
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1406293			

Received

Date: 01/27/2016

Amount: \$ 1,484.44

Receipt#: 1-03003-160125-0010-05

By: Shelley ThomasShelley Thomas

Comment:

JANUARY 25, 2016 11:17  
03003 FCBC NANAIMO

TRANSACTION ID: 1000010

SD28992

			ITEM PRICE	QUANT	AMOUNT
			-----	-----	-----
REFERENCE: CLIENT NAME			MARINE HARVEST CANADA INC		
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	3,139.48	1	3,139.48
	CLIENT NUMBER	s.18			
DOCUMENT:	FILE #	5406670			
REFERENCE: CLIENT NAME			MARINE HARVEST CANADA INC		
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	13,369.59	1	13,369.59
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1401561			
REFERENCE: CLIENT NAME			MARINE HARVEST CANADA INC		
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	525.00	1	525.00
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1409349			
REFERENCE: CLIENT NAME			MARINE HARVEST CANADA INC		
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	20,597.67	1	20,597.67
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1401949			
REFERENCE: CLIENT NAME			MARINE HARVEST CANADA INC		

JANUARY 25, 2016 11:17  
03003 FCBC NANAIMO

TRANSACTION ID: 1000010

SD28992

SUBTOTAL	54,417.03
GST CHARGED ON	0.00
PST	0.00
-----	
TRANSACTION TOTAL	54,417.03
CHEQUE	54,417.03
TOTAL PAYMENT	54,417.03
-----	
CHANGE	0.00

THIS CHEQUE CONTAINS A MICROLINE BORDER AND SECURITY FEATURES

MARINE HARVEST CANADA INC.  
#124 - 1334 ISLAND HIGHWAY  
CAMPBELL RIVER, BC V9W 8C9  
TEL: 250-850-3276

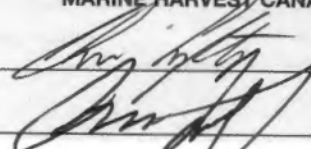
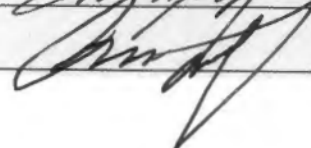
HSBC BANK CANADA  
1000 SHOPPERS ROW, TEL. (250) 286-0011  
CAMPBELL RIVER, BC V9W 2C6

NO. 304619  
January 21, 2016

\$ \*\*\*\*\* 54,417.03

PAY \*\*\*\* FIFTY-FOUR THOUSAND FOUR HUNDRED SEVENTEEN AND 03/100 DOLLARS

TO THE ORDER OF  
Minister Of Finance  
FrontCounter BC  
Site 142 - 2080 Labieux Rd  
Nanaimo BC V9T 6J9

MARINE HARVEST CANADA INC.  
PER   
PER 

Client Number: AL\_169572 Billing Date: FEB-04-2015 Due Date: MAR-04-2015 Invoice Amount: \$48.55

**Please remit this Part when making Crown Land Payment**

Disposition No.: 909450

**Please make Cheques Payable to:  
Minister of Finance**

Invoice Number: 225236

File Number: 1407428

**Ministry of Forests, Lands and Natural Resource Operations**  
Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

Please Indicate  
Change of Address ☐

MARINE HARVEST CANADA INC

**RECEIVED**  
JAN 25 2016

Ministry of Forests, Lands and  
Natural Resource Operations  
West Coast Region

Amount  
Paid:

48 55

48.55

Please remit this Part when making Crown Land Payment

Disposition No.: 879966

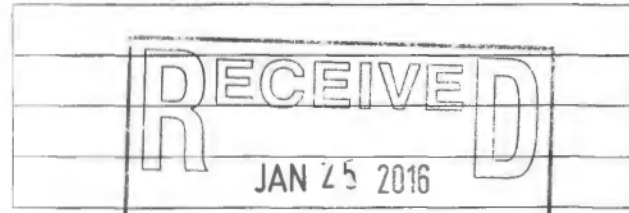
Please make Cheques Payable to:  
Minister of Finance

Invoice Number: 643852  
File Number: 1405607

Ministry of Forests, Lands and Natural Resource Operations  
Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

Please Indicate  
Change of Address ☐

MARINE HARVEST CANADA INC



Amount Paid: 12 02

Ministry of Forests, Lands and  
Natural Resource Operations  
West Coast Region

Client Number	AL 169572	Billing Date	JUL-23-2015	Due Date	SEP-28-2015	Invoice Amount	\$18,614.41
<b>Please remit this Part when making Crown Land Payment</b>							
Disposition No.: 841193	<b>Please make Cheques Payable to:</b>				Invoice Number: 644213		
	<b>Minister of Finance</b>				File Number: 1407749		
<b>Ministry of Forests, Lands and Natural Resource Operations</b>							
Ste 142 - 2080 LABIEUX ROAD							
NANAIMO BC V9T 6J9							
Please Indicate Change of Address <input type="checkbox"/>		<b>MARINE HARVEST CANADA INC</b>					
		JAN 25 2016					
		Ministry of Forests, Lands and Natural Resource Operations West Coast Region					
						Amount Paid:	64 91

Client Number: AL 169572 Billing Date: JUL-23-2015 Due Date: SEP-15-2015 Invoice Amount: \$6,254.69

**Please remit this Part when making Crown Land Payment**

Disposition No.: 150289

**Please make Cheques Payable to:  
Minister of Finance**

Invoice Number: 644312

File Number: 1401721

**Ministry of Forests, Lands and Natural Resource Operations**

Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

Please Indicate  
Change of Address ☐

MARINE HARVEST CANADA INC.

	<b>RECEIVED</b> JAN 25 2016 Ministry of Forests, Lands and Natural Resource Operations West Coast Region

Amount  
Paid: 21 82

# CROWN LAND INVOICE

## PAYMENT REMITTANCE ADVICE

Bank Copy

FLNRD - CLSA INVOICE MINISTRY v4 Rev 22 / 08 / 14

CLIENT NO.	AL_169572	BILLING DATE	23-Nov-2015	DUE DATE	01-Jan-2016	INVOICE AMOUNT	\$148,444
------------	-----------	--------------	-------------	----------	-------------	----------------	-----------

Disposition No.: 875249

Invoice No.: 653105

Remit this portion with your payment to:

File No.: 1404678

FrontCounter BC

Payable at CIBC or any Front Counter BC location. Please make cheque or money order payable to Minister of Finance.

Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC  
s.17

Amount  
Paid

1484	44
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s.17



# CROWN LAND INVOICE

## PAYMENT REMITTANCE ADVICE

Bank Copy

FLNRD - CLSA INVOICE MINISTRY v4 Rev 22 / 09 / 14

CLIENT NO. AL 169572	BILLING DATE 23-Nov-2015	DUE DATE 03-Jan-2016	INVOICE AMOUNT \$6,775.60
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Disposition No.: 905543

Invoice No.: 653243

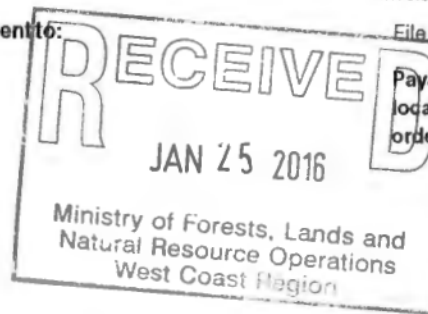
Remit this portion with your payment to:

File No.: 1404918

FrontCounter BC

Payable at CIBC or any Front Counter BC location. Please make cheque or money order payable to Minister of Finance.

Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC  
s.17

Amount  
Paid

6775	60
------	----

s.17



Ministry of Forests,  
Lands & Natural  
Resource Operations

# CROWN LAND INVOICE

## PAYMENT REMITTANCE ADVICE

Bank Copy

FLNRO - CLSA INVOICE MINISTRY v4 Rev 22 / 09 / 14

CLIENT NO.	AL 169372	BILLING DATE	23-Nov-2015	DUE DATE	4-Jan-2016	INVOICE AMOUNT	\$739.20
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Disposition No.: 154289

Remit this portion with your payment to:

FrontCounter BC

Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC  
s.17

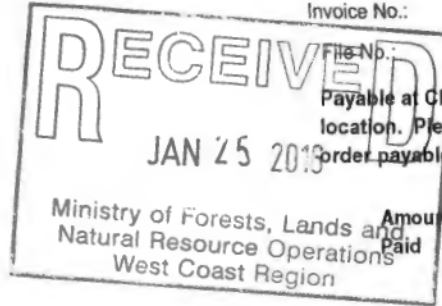
Invoice No.:

653436

File No.:

1403852

Payable at CIBC or any Front Counter BC  
location. Please make cheque or money  
order payable to Minister of Finance.



739	20
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s.17



Ministry of Forests,  
Lands & Natural  
Resource Operations

# CROWN LAND INVOICE

## PAYMENT REMITTANCE ADVICE

Bank Copy

FLNRO - CLSA INVOICE MINISTRY V4 Rev 23 / 09 / 14

CLIENT NO.	AL 169572	BILLING DATE	23-Nov-2015	DUE DATE	23-Jan-2016	INVOICE AMOUNT	\$6851.25
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Disposition No.: 860916

Invoice No.: 653555

Remit this portion with your payment to:

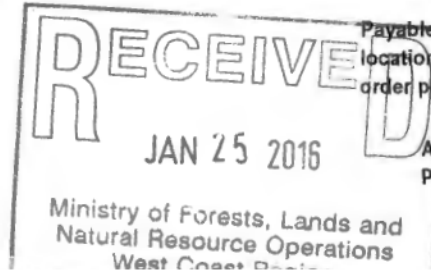
File No.: 1403968

FrontCounter BC

Payable at CIBC or any Front Counter BC location. Please make cheque or money order payable to Minister of Finance.

Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC  
s.17



Amount  
Paid

6851	25
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s.17



Ministry of Forests,  
Lands & Natural  
Resource Operations

# CROWN LAND INVOICE

## PAYMENT REMITTANCE ADVICE

Bank Copy

FLNRD - CLSA INVOICE MINISTRY v4 Rev 22 / 09 / 14

CLIENT NO.	AL-169572	BILLING DATE	23-Nov-2015	DUE DATE	15-Jan-2016	INVOICE AMOUNT	\$787.50
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Disposition No.: 860925

Invoice No.: 653994

Remit this portion with your payment to:

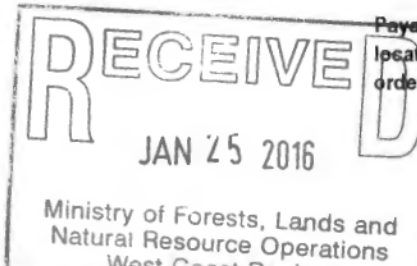
File No.: 1406293

FrontCounter BC

Payable at CIBC or any Front Counter BC  
location. Please make cheque or money  
order payable to Minister of Finance.

Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC  
s.17



Amount  
Paid

787	50
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Ministry of Forests,  
Lands & Natural  
Resource Operations

# CROWN LAND INVOICE

## PAYMENT REMITTANCE ADVICE

Bank Copy

FLNRD - CLSA INVOICE MINISTRY v4 Rev 22 / 09 / 14

CLIENT NO.	AL 169572	BILLING DATE	23-Nov-2015	DUE DATE	15-Jan-2016	INVOICE AMOUNT	\$3,139.48
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Disposition No.: 888464

Invoice No.:

654121

Remit this portion with your payment to:

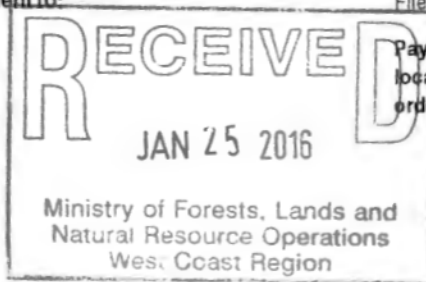
File No.:

5406670

FrontCounter BC

Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC  
s.17



Payable at CIBC or any Front Counter BC location. Please make cheque or money order payable to Minister of Finance.

Amount  
Paid

3139 48

s.17



Ministry of Forests,  
Lands & Natural  
Resource Operations

# CROWN LAND INVOICE

## PAYMENT REMITTANCE ADVICE

Bank Copy

FLNRO - CLSA INVOICE MINISTRY V4 Rev 23 / 09 / 14

CLIENT NO.	AL 169572	BILLING DATE	23-Nov-2015	DUE DATE	23-Jan-2016	INVOICE AMOUNT	\$13,369.59
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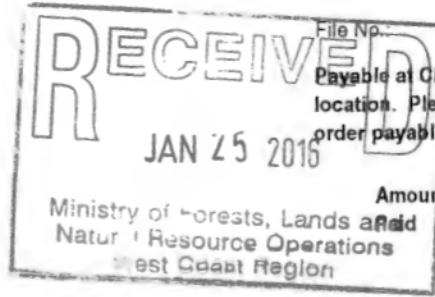
Disposition No.: 149930

Invoice No.: 654585

Remit this portion with your payment to:

File No.: 1401561

FrontCounter BC



Payable at CIBC or any Front Counter BC location. Please make cheque or money order payable to Minister of Finance.

Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

Amount

13 369 59

MARINE HARVEST CANADA INC  
s.17

s.17



Ministry of Forests,  
Lands & Natural  
Resource Operations

# CROWN LAND INVOICE

## PAYMENT REMITTANCE ADVICE

Bank Copy

FLNRO - CLSA INVOICE MINISTRY v4 Rev 22 / 09 / 14

CLIENT NO.	AL 169572	BILLING DATE	10-Dec-2015	DUE DATE	15-Feb-2016	INVOICE AMOUNT	\$525.00
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Disposition No.: 881089

Invoice No.:

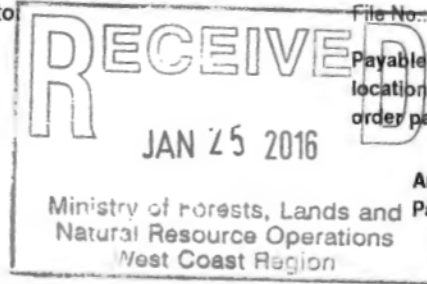
655527

Remit this portion with your payment to

File No.:

1409349

FrontCounter BC



Payable at CIBC or any Front Counter BC location. Please make cheque or money order payable to Minister of Finance.

Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

Amount  
Paid

525	00
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MARINE HARVEST CANADA INC  
s.17

s.17



Ministry of Forests,  
Lands & Natural  
Resource Operations

# CROWN LAND INVOICE

## PAYMENT REMITTANCE ADVICE

Bank Copy

FLINFO - CLSA INVOICE MINISTRY v4 Rev 22 / 09 / 14

CLIENT NO	AL 169572	BILLING DATE	10-Dec-2015	DUE DATE	15-Feb-2016	INVOICE AMOUNT	\$20,597.67
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Disposition No.: 150844

Invoice No.: 655948

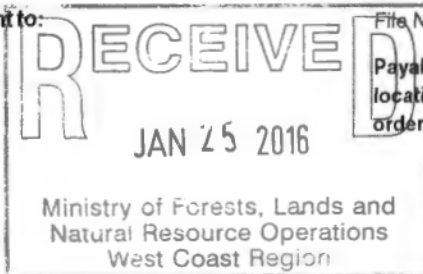
Remit this portion with your payment to:

File No.: 1401949

FrontCounter BC

Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC  
s.17



Payable at CIBC or any Front Counter BC  
location. Please make cheque or money  
order payable to Minister of Finance.

Amount  
Paid

20597 67

s.17



JANUARY 16, 2017 09:05  
03003 FCBC NANAIMO

TRANSACTION ID: 1000012

SD46156

	SUBTOTAL		61,980.19
	GST CHARGED ON	0.00	0.00
	PST		0.00
	TRANSACTION TOTAL		61,980.19
MARINE HARVEST CANADA	CHEQUE		61,980.19
	TOTAL PAYMENT		61,980.19
	CHANGE		0.00

MARINE HARVEST CANADA INC.  
#124 - 1334 ISLAND HIGHWAY  
CAMPBELL RIVER, BC V9W 8C9  
TEL: 250-850-3276

THIS CHEQUE CONTAINS A MICROLINE BORDER AND SECURITY FEATURES

NO. 313885  
January 06, 2017

HSBC BANK CANADA  
1000 SHOPPERS ROW, TEL. (250) 286-0011  
CAMPBELL RIVER, BC V9W 2C6

PAY

\*\*\*\*\* 61,980.19

\*\*\*\* SIXTY-ONE THOUSAND NINE HUNDRED EIGHTY AND 19/100 DOLLARS

TO THE ORDER OF

Minister Of Finance  
FrontCounter BC  
Site 142 - 2080 Labieux Rd  
Nanaimo BC V9T 6J9

MARINE HARVEST CANADA INC.

PER

PER

s.21

MARINE HARVEST CANADA INC.

313885

January 06, 2017 (313885)					
Invoice Being Paid	Document Date	Vendor Name	Amount	Discount	Net Amount
683412	11/24/16	Minister Of Finance	739.20	0.00	739.20
683531	11/24/16	Minister Of Finance	6,851.25	0.00	6,851.25
683688	11/24/16	Minister Of Finance	3,139.48	0.00	3,139.48
683773	11/24/16	Minister Of Finance	18,371.58	0.00	18,371.58
683774	11/24/16	Minister Of Finance	11,249.05	0.00	11,249.05
683851	11/24/16	Minister Of Finance	1,484.44	0.00	1,484.44
684193	11/24/16	Minister Of Finance	6,775.60	0.00	6,775.60
684591	11/24/16	Minister Of Finance	13,369.59	0.00	13,369.59

Received

Date: 01/18/2017

Total 61,980.19

Amount: \$ 1,484.44

Receipt#: 1-03003-170116-0012-07

By: Dorothy BennekeDorothy Benneke

Comment:

JANUARY 16, 2017 09:05  
03003 FCBC NANAIMO

TRANSACTION ID: 1000012

SD46156

			ITEM PRICE	QUANT	AMOUNT
			-----	-----	-----
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	13,369.59	1	13,369.59
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1401561			
REFERENCE:	CLIENT NAME	MARINE HARVEST			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	739.20	1	739.20
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1403852			
REFERENCE:	CLIENT NAME	MARINE HARVEST			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	6,851.25	1	6,851.25
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1403968			
REFERENCE:	CLIENT NAME	MARINE HARVEST			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	3,139.48	1	3,139.48
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	5406670			
REFERENCE:	CLIENT NAME	MARINE HARVEST			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	18,371.58	1	18,371.58
	CLIENT NUMBER	s.17			

JANUARY 16, 2017 09:05  
03003 FCBC NANAIMO

TRANSACTION ID: 1000012

SD46156

			ITEM PRICE	QUANT	AMOUNT
			-----	-----	-----
DOCUMENT:	FILE #	2403170			
REFERENCE:	CLIENT NAME	MARINE HARVEST			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	11,249.05	1	11,249.05
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	2404120			
REFERENCE:	CLIENT NAME	MARINE HARVEST			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	1,484.44	1	1,484.44
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1404678			
REFERENCE:	CLIENT NAME	MARINE HARVEST			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	6,775.60	1	6,775.60
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1404918			
REFERENCE:	CLIENT NAME	MARINE HARVEST			
					-----

Licence No.:

113518

File No.: 1404678

Disposition No.: 875249

THIS AGREEMENT is dated for reference January 1, 2010 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:**

**MARINE HARVEST CANADA INC.**  
124-1334 Island Hwy  
Campbell River, BC V9W 8C9

(the "Licensee")

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

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

**"Commencement Date"** means January 1, 2010;

**"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 Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District, containing 0.754 hectares, more or less,

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

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

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

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

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

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

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

be enforceable to the fullest extent permitted by law.

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

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

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for general commercial float residences and storage facilities for fish farm and floats 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 10th anniversary of that date, or such earlier date provided for in this Agreement.

## **ARTICLE 3 - FEES**

- 3.1 You will pay to us

(a) for the first year of the Term, Fees of \$679.68, payable in advance on the

Commencement Date; and

- (b) for each year during the remainder of the Term, the Fees either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.

3.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Fees payable by you under subsection 3.1(b) for the subsequent year of the Term and we will establish such Fees in accordance with our policies applicable to your use of the Land under this Agreement.

3.3 If we do not give notice to you under section 3.2, the Fees payable by you under subsection 3.1(b) for the year for which notice was not given will be the same as the Fees payable by you for the preceding year of the Term.

#### ARTICLE 4 - COVENANTS

4.1 You must

- (a) pay, when due,
  - (i) the Fees to us at the address set out in Article 10,
  - (ii) the Realty Taxes, and
  - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
  - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, 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) not interrupt passage by the public on foot, over the intertidal portion of the Land;
- (p) 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*;
- (q) not alter, repair or add to any Improvement without our prior written consent;
- (r) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within 3 months;
- (s) agree to develop the land in a diligent and workmanlike manner in accordance with the management plan held on file in this office;
- (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 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you 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;
- (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) access to the Land is by water only;
- (m) to maintain in good standing the licence over Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District,

containing 44.4 hectares, more or less, Nanaimo District, on File 1404380 and That part of District Lot 1452, Range 1, Coast District, containing 0.2906 hectares, more or less, on File 1405292, and any renewal or replacement (the Foreshore Licence) and shall be in default of this Licence should the Foreshore Licence become invalid for any reason, or not be renewed by us.

- (n) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (o) 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
- (p) 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 \$25,000.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
  - (b) be in the form required by us; and
  - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

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

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

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

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

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
  - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

- 6.7 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 6.6(a); and
  - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;
- and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.
- 6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 6.9 You waive all rights of recourse against us with regard to damage to your own property.

#### ARTICLE 7 - ASSIGNMENT

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

#### ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
    - (i) default in the payment of any money payable by you under this Agreement, or

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

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

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

#### ARTICLE 9 - DISPUTE RESOLUTION

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

#### ARTICLE 10 - NOTICE

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

INTEGRATED LAND MANAGEMENT BUREAU



Suite 142 - 2080 Labieux Road  
Nanaimo, BC V9T 6J9;

to you

MARINE HARVEST CANADA INC.  
124-1334 Island Hwy  
Campbell River, BC V9W 8C9;

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 sublicence, 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 sublicence, 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.

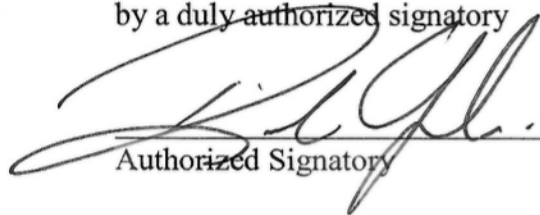
The parties have executed this Agreement as of the date of reference of this Agreement.

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

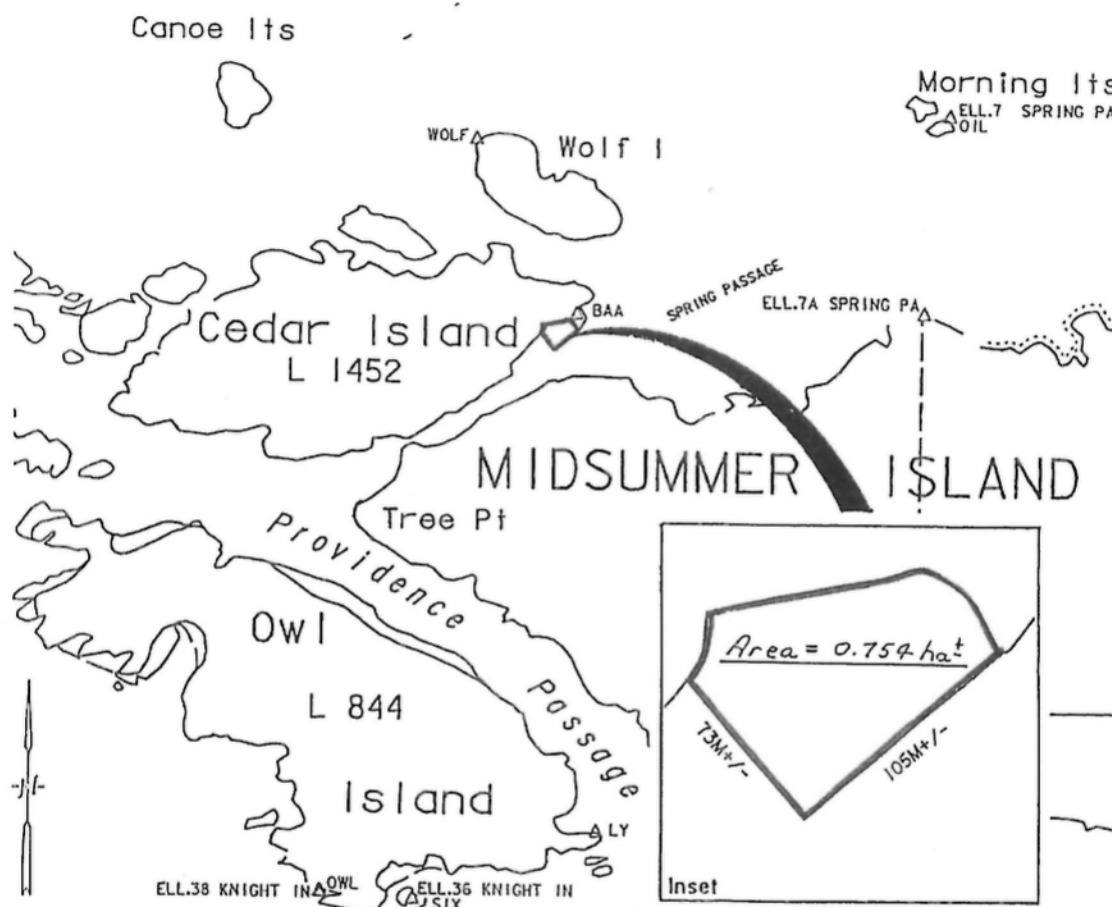
SIGNED on behalf of  
**MARINE HARVEST CANADA INC.**  
by a duly authorized signatory



Authorized Signatory

## LEGAL DESCRIPTION SCHEDULE

Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District, shown outlined on sketch below, containing 0.754 hectares, more or less.



## TENURE CODE SHEET

CLR Updated APR 29 1988

Pin No. 14065770File No. 1404678Client No. 18233Purpose 04/04 Subpurpose 01/01Tenure Type L/L Tenure Subtype 01/01Target June 29/88Land Type Code 03/03 OIC Number \_\_\_\_\_Area (Hectares) 17.378

BCAA Value \_\_\_\_\_ Year \_\_\_\_\_

Regional District Mount WaddingtonAssessment District Courtenay

Document No. \_\_\_\_\_

Length (km) \_\_\_\_\_

Water Type \_\_\_\_\_

Waterbody Name Spring Passage

Survey Required (Y/N) \_\_\_\_\_

Replaces S.U.P. (Y/N) N

C.L.A. \_\_\_\_\_ C.L.A. Projects \_\_\_\_\_

Cutting License (Y/N) \_\_\_\_\_

Commencement Date 1989/06/01Expiry Date 1999/06/01

Percent of Gross (Y/N) \_\_\_\_\_

Royalty (Y/N) \_\_\_\_\_

Purchase Option (Y/N) \_\_\_\_\_

Rent Policy No. 3Next Review 1994/06/01

Review Reason:

01 Rental ✓

02 Insurance \_\_\_\_\_

03 Dev/Mgt/Plan \_\_\_\_\_

04 Survey Requir. \_\_\_\_\_

05 Purchase Price \_\_\_\_\_

06 Other Permits \_\_\_\_\_

Phase-In Formula (A/M) \_\_\_\_\_

Phase-In Year \_\_\_\_\_ Phase-In Term \_\_\_\_\_

Fixed Rent Amount \_\_\_\_\_

Ultimate Rent \_\_\_\_\_

Current Rent \$200,

Year of Lease \_\_\_\_\_

Prepaid Amount \_\_\_\_\_

Percent of Gross \_\_\_\_\_

Year of Development \_\_\_\_\_

Animal Unit Months \_\_\_\_\_

Existing Tenures to be Blue Sheeted:

File No. \_\_\_\_\_

File No. \_\_\_\_\_

Notes/Reminders:

X Ref File # 1404380

Start Date \_\_\_\_\_

07 Royalty Rate \_\_\_\_\_

08 Envir. Concerns \_\_\_\_\_

09 Collat. Agree. \_\_\_\_\_

10 Security \_\_\_\_\_

11 Expiry \_\_\_\_\_

12 Miscellaneous \_\_\_\_\_

Zone Value \$1,949.

Old Rent \_\_\_\_\_

Royalty Rate and Unit \_\_\_\_\_

Benefits (ha) \_\_\_\_\_

Benefits (\$) \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Min Rent Rev July 29/92286-3532

# Digital Documents are now in use

1404678

Effective: \_\_\_\_\_

Jan 27/16

Please see digital format at:

\\TILE\SO4035\Corporate\Share\Crown Land and  
Resources\!Land Tenure Files (12800-20)

The following PAPER documents MUST be placed on this file

- Paper document submissions.
- Application-related material that cannot be submitted electronically.
- Financial transaction records in paper form.

Note: Paper records must be scanned/saved to digital files

Printed on yellow Legal paper – 8 ½" x 14"

## Digital Filing Flag

## MISCELLANEOUS LAND USE REPORT

VI - LAND MGMNT - VANCOUVER ISLAND SERVICE REGION

<b>File:</b>	1404678	<b>Inspected Date:</b>	na - see google print
<b>Reported By:</b>	Barbara Biss	<b>Report Date:</b>	November 16, 2015
<b>Phone Number:</b>	250 751-7256	<b>Complexity Level:</b>	2
<b>Applicant:</b>	MARINE HARVEST CANADA INC. 124-1334 Island Hwy Campbell River, BC V9W 8C9		

**Decision:** The application is allowed.

<b>Application Type:</b>	Rent Review	<b>LMM Policy:</b>	Commercial
<b>Purpose:</b>	Commercial	<b>Sub-Purpose:</b>	Commercial A
<b>Type:</b>	Licence	<b>Sub-Type:</b>	Licence Of Occupation
<b>Commencement Date:</b>	January 1, 2010	<b>Term:</b>	20 years
<b>Purpose Statement:</b>	general commercial float residences and storage facilities ancillary to fish farm and floats		

<b>BCGS Map Sheet:</b>	92L067
<b>Air Photo No.:</b>	No Record Found
<b>Application Area:</b>	0.754 Ha.
<b>Location:</b>	Cedar Island

<b>Legal Description:</b>	Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District, containing 0.754 hectares, more or less
---------------------------	---

**Site Information:** This ancillary to tenure is located on Cedar Island, east of Malcolm Island. The most recent evidence of diligent use is a Google Earth photo taken in 2010 that shows walkway on pilings, a gangway and a float with a storage shed on it plus a number of float residences. The improvements are consistent with the purpose statement in the licence. Diligent use is being demonstrated.

**Rental:** As per the new rental structure for ancillary aquaculture tenures the upland is now valued at \$50,000/ha. When the tenure was replaced in 2010 the annual rental was calculated at 25% of that land value. There has not been a rent review since the tenure was replaced. After discussions with C. Bezanson, Senior Land Officer, it was decided that the annual rental would be calculated out at 50% of land value for this rent review only. Upon replacement 100% of land value is to be used.  
 $\$50,000/\text{ha} \times 0.754 \text{ ha} = \$37,700 \times 50\% = \$18,850.00 \text{ LV} \times 7.5\% = \$1413.75$

**Discussion/Recommendations:**  
 Diligent use is demonstrated as per photo  
**Rental – \$1413.75**  
 Next review upon expiry in 2020.

Signature:                     *B Biss*                     Date:                     NOV 16 2015

Page 207

Withheld pursuant to/removed as

Copyright

## Benneke, Dorothy CSNR:EX

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**From:** CSNR Crown Land Revenue CSNR:EX  
**Sent:** Tuesday, August 25, 2015 10:00 AM  
**To:** Benneke, Dorothy CSNR:EX  
**Subject:** RE: file 1404678: interest adjustment <\$25.00  
**Attachments:** Scan\_20150414.pdf

Done ☺

w/o \$7.27 due diligence, transaction no. 483434.  
Reverse \$.10 as unearned.

Cheers,  
Jen

### **Jennifer Atkinson**

Team Lead, Water Revenue and Collections | Financial Services Branch | Ph (250) 387-9317 | Fax (250) 356-0605  
*Corporate Services for the Natural Resource Sector*

---

**From:** Benneke, Dorothy CSNR:EX  
**Sent:** Tuesday, April 14, 2015 1:36 PM  
**To:** CSNR Crown Land Revenue CSNR:EX  
**Cc:** Benneke, Dorothy CSNR:EX  
**Subject:** FW: file 1404678: interest adjustment <\$25.00

---

**From:** Eaton, Laura CSNR:EX  
**Sent:** Tuesday, April 14, 2015 1:35 PM  
**To:** Benneke, Dorothy CSNR:EX  
**Subject:** FW: file 1404678: interest adjustment <\$25.00

approved

---

**From:** Benneke, Dorothy CSNR:EX  
**Sent:** Tuesday, April 14, 2015 1:24 PM  
**To:** Eaton, Laura CSNR:EX  
**Subject:** file 1404678: interest adjustment <\$25.00

Please advise and please FORWARD your response---thanks!

**From:** Benneke, Dorothy CSNR:EX [<mailto:Dorothy.Benneke@gov.bc.ca>]  
**Sent:** Tuesday, April 14, 2015 1:21 PM  
**To:** Benneke, Dorothy CSNR:EX  
**Subject:** Scan From <Device Name>



## Benneke, Dorothy CSNR:EX

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**From:** Benneke, Dorothy CSNR:EX  
**Sent:** Tuesday, April 14, 2015 1:36 PM  
**To:** CSNR Crown Land Revenue CSNR:EX  
**Cc:** Benneke, Dorothy CSNR:EX  
**Subject:** FW: file 1404678: interest adjustment <\$25.00  
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**Subject:** FW: file 1404678: interest adjustment <\$25.00

approved

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**To:** Eaton, Laura CSNR:EX  
**Subject:** file 1404678: interest adjustment <\$25.00

Please advise and please FORWARD your response---thanks!

**From:** Benneke, Dorothy CSNR:EX [<mailto:Dorothy.Benneke@gov.bc.ca>]  
**Sent:** Tuesday, April 14, 2015 1:21 PM  
**To:** Benneke, Dorothy CSNR:EX  
**Subject:** Scan From <Device Name>

## ADJUSTMENTS

DATE: April 14, 2015

File No: 1404678

Type: INTEREST: \$7.27

Resp No: 430

Client Information:

Credit Transaction #	
IP/Client No.	s.17
Client Name	MARINE HARVEST CANADA INC

Adjustment:

Original Invoice	608654
Original Amount	720.80
Amount to be Credited	INTEREST \$7.27
Original Receipt	
Amount to be Debited	

Reason: 3 ATTEMPTS TO COLLECT INTEREST PROVED UNSUCCESSFUL.

Date Requested:	April 14, 2015
Requested by:	Dorothy Benneke
Position:	Corporate Services Analyst - Revenue

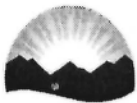
Revenue Authority:

Prepared by:

\_\_\_\_\_  
Manager Crown Land and Resources

\_\_\_\_\_  
Senior Portfolio Administrator

\_\_\_\_\_  
Corporate Services Financial Officer



BRITISH  
COLUMBIA

# Crown Land Overdue Notice

G.S.T. # R107864738

Ministry of Forests, Lands and Natural Resource Operations  
Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9  
250 751-7276

Invoice Number: 608654  
File Number: 1404678  
Your Reference Number: FINFISH  
Document Number: 113518  
Billing Date: NOV-22-2013  
Run Date: JUL-18-2014

MARINE HARVEST CANADA INC  
124-1334 ISLAND HWY  
CAMPBELL RIVER BC V9W 8C9

Disposition No: 875249  
Legal Description: Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Cc  
Location: CEDAR ISLAND  
Purpose: COMMERCIAL

## Do Not Send Cash in the Mail

Transaction No.	Transaction Date	Transaction Description	Transaction Amount
608654	01 JAN 2014	Annual Rent: Land Value Base	679.68

**THIS ACCOUNT IS OVERDUE. FAILURE TO PAY THIS ACCOUNT IN FULL WILL  
RESULT IN CANCELLATION OF YOUR TENURE. IF PAYMENT HAS BEEN MADE,  
THANK YOU AND PLEASE DISREGARD THIS NOTICE.**

Interest: 7.14  
GST: 33.98  
Subtotal: 720.80  
Payments: 713.66

Interest will be charged on overdue accounts.  
A service fee will be charged for dishonoured payments.

**Overdue Notice Amount \$7.14**

(Tear Along Perforated Line)

Client Number	s.17	Billing Date	NOV-22-2013	Due Date	JAN-01-2014	Invoice Amount	\$7.14
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## Please remit this Part when making Crown Land Payment

Disposition No.: 875249

**Please make Cheques Payable to:  
Minister of Finance**

Invoice Number: 608654  
File Number: 1404678

Ministry of Forests, Lands and Natural Resource Operations  
Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC

Please Indicate  
Change of Address ☐


Amount Paid:



# Crown Land Overdue Notice

G.S.T. # R107864738

## Ministry of Forests, Lands and Natural Resource Operations

142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9  
250 751-7276

Invoice Number: 608654  
File Number: 1404678  
Your Reference Number: FINFISH  
Document Number: 113518  
Billing Date: NOV-22-2013  
Run Date: JUN-23-2014

MARINE HARVEST CANADA INC  
124-1334 ISLAND HWY  
CAMPBELL RIVER BC V9W 8C9

Disposition No: 875249  
Legal Description: Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Cc  
Location: CEDAR ISLAND  
Purpose: COMMERCIAL

### Do Not Send Cash in the Mail

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Disposition No.: 875249

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**Ministry of Forests, Lands and Natural Resource Operations**  
Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC

Please Indicate  
Change of Address ☐


Amount Paid:



BRITISH  
COLUMBIA

# Crown Land Overdue Notice

G.S.T. # R107864738

## Ministry of Forests, Lands and Natural Resource Operations

Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9  
250 751-7276

Invoice Number: 608654  
File Number: 1404678  
Your Reference Number: FINFISH  
Document Number: 113518  
Billing Date: NOV-22-2013  
Run Date: MAY-20-2014

MARINE HARVEST CANADA INC  
124-1334 ISLAND HWY  
CAMPBELL RIVER BC V9W 8C9

Disposition No: 875249  
Legal Description: Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Cc  
Location: CEDAR ISLAND  
Purpose: COMMERCIAL

### Do Not Send Cash in the Mail

Transaction No.	Transaction Date	Transaction Description	Transaction Amount
608654	01 JAN 2014	Annual Rent: Land Value Base	679.68

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Disposition No.: 875249

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Minister of Finance**

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## Ministry of Forests, Lands and Natural Resource Operations

Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC

Please Indicate  
Change of Address ☐


Amount Paid:



Ministry of Forests,  
Lands & Natural  
Resource Operations

# CROWN LAND INVOICE

## PAYMENT REMITTANCE ADVICE

Bank Copy

CLIENT NO. S.17	BILLING DATE 24-Nov-2014	DUE DATE 01-Jan-2015	INVOICE AMOUNT \$713.66
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Disposition No.: 875249

Invoice No.: 629389

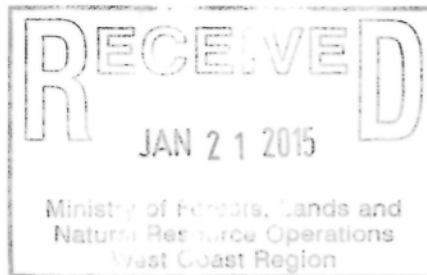
Remit this portion with your payment to:

File No.: 1404678

FrontCounter BC

Payable at CIBC or any Front Counter BC location. Please make cheque or money order payable to Minister of Finance.

Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9



MARINE HARVEST CANADA INC  
AL\_169572

Amount  
Paid

--	--

s.17

TELLER STAMP HERE

No marks or paid stamps to appear below this line.

3A1599  
GST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM  
TRANSACTION RECEIPT

PAGE 7

JANUARY 21, 2015 11:55  
03003 FCBC NANAIMO

TRANSACTION ID: 1000007

SD46156

		ITEM PRICE	QUANT	AMOUNT
REFERENCE: CLIENT NAME		-----	-----	-----
MARINE HARVEST CANADA INC				
				-----
		SUBTOTAL		224,259.44
		GST CHARGED ON	0.00	0.00
		PST		0.00
				-----
		TRANSACTION TOTAL		224,259.44
		CHEQUE		224,259.44
		TOTAL PAYMENT		224,259.44
				-----
		CHANGE		0.00

MARINE HARVEST CANADA INC



THIS CHEQUE CONTAINS A MICROLINE BORDER AND SECURITY FEATURES

MARINE HARVEST CANADA INC.

#124 - 1334 ISLAND HIGHWAY  
CAMPBELL RIVER, BC V9W 8C9  
TEL: 250-850-3276

HSBC BANK CANADA  
1000 SHOPPERS ROW, TEL: (250) 286-0011  
CAMPBELL RIVER, BC V9W 2C6

NO.

293989

January 16, 2015

\$ \*\*\*\*\* 224,259.44

PAY

\*\*\*\* TWO HUNDRED TWENTY-FOUR THOUSAND TWO HUNDRED FIFTY-NINE AND 44/100 DOLLARS

TO  
THE  
ORDER  
OF

Minister Of Finance  
FrontCounter BC  
Site 142 - 2080 Labieux Rd  
Nanaimo BC V9T 6J9

MARINE HARVEST CANADA INC.

PER

PER

s.21



JANUARY 21, 2015 11:55  
03003 FCBC NANAIMO

TRANSACTION ID: 1000007

SD46156

				ITEM PRICE	QUANT	AMOUNT
				-----	-----	-----
CLIENT NUMBER s.17						
DOCUMENT: FILE # 1403968						
REFERENCE: CLIENT NAME MARINE HARVEST CANADA INC						
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV		713.66	1	713.66
CLIENT NUMBER s.17						
DOCUMENT: FILE # 1404678						
REFERENCE: CLIENT NAME MARINE HARVEST CANADA INC						
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV		3,139.48	1	3,139.48
CLIENT NUMBER s.17						
DOCUMENT: FILE # 5406670						
REFERENCE: CLIENT NAME MARINE HARVEST CANADA INC						
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV		8,079.09	1	8,079.09
CLIENT NUMBER s.17						
DOCUMENT: FILE # 1404309						
REFERENCE: CLIENT NAME MARINE HARVEST CANADA INC						
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV		10,034.55	1	10,034.55
CLIENT NUMBER s.17						

JANUARY 21, 2015 11:55  
03003 FCBC NANAIMO

TRANSACTION ID: 1000007

SD46156

				ITEM PRICE	QUANT	AMOUNT
				-----	-----	-----
DOCUMENT: FILE # 2402924						
REFERENCE: CLIENT NAME MARINE HARVEST CANADA INC						
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV		9,673.41	1	9,673.41
CLIENT NUMBER s.17						
DOCUMENT: FILE # 1406292						
REFERENCE: CLIENT NAME MARINE HARVEST CANADA INC						
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV		525.00	1	525.00
CLIENT NUMBER s.17						
DOCUMENT: FILE # 1409349						
REFERENCE: CLIENT NAME MARINE HARVEST CANADA INC						
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV		19,956.36	1	19,956.36
CLIENT NUMBER s.17						
DOCUMENT: FILE # 1401949						
REFERENCE: CLIENT NAME MARINE HARVEST CANADA INC						
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV		19,522.88	1	19,522.88
CLIENT NUMBER s.17						
DOCUMENT: FILE # 1407385						

GA1599  
GST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM  
TRANSACTION RECEIPT

PAGE 7

JANUARY 21, 2015 11:55  
03003 FCBC NANAIMO

TRANSACTION ID: 1000007

SD46156

REFERENCE: CLIENT NAME	MARINE HARVEST CANADA INC	ITEM PRICE	QUANT	AMOUNT
				-----
		SUBTOTAL		224,259.44
		GST CHARGED ON	0.00	0.00
		PST		0.00
				-----
		TRANSACTION TOTAL		224,259.44
MARINE HARVEST CANADA INC		CHEQUE		224,259.44
		TOTAL PAYMENT		224,259.44
				-----
		CHANGE		0.00

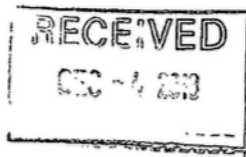


Ministry of  
Forests, Lands &  
Natural Resource  
Operations

Location: Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9  
250 751-7276

# CROWN LAND INVOICE

10000023



MARINE HARVEST CANADA INC  
124-1334 ISLAND HWY  
CAMPBELL RIVER BC V9W 8C9

Invoice No.: 608654  
File No.: 1404678  
Your Ref. No.: FINFISH  
Document No.: 113518  
Billing Date: 22-Nov-2013  
Run Date: 28-Nov-2013  
**DUE DATE: 01-Jan-2014**

Disposition No.: 875249  
Legal Description: Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District, shown outlined on sketch below, containing 0.754 hectares, more or less  
Location: CEDAR ISLAND  
Purpose: COMMERCIAL

**Transaction Description:**

Annual Rent: Land Value Base

**Transaction Amount**

\$679.68



Interest will be charged on overdue accounts.  
A service fee will be charged for dishonoured payments.

Invoice Amount \$713.66

GST R107864738 RT00012

**Do Not Send Cash in the Mail**

DETACH HERE

Please keep the top portion for your records and return the bottom portion with your payment

Client Copy



Ministry of Forests,  
Lands & Natural  
Resource Operations

## CROWN LAND INVOICE PAYMENT REMITTANCE ADVICE

CLIENT NO.	s.17	BILLING DATE	22-Nov-2013	DUE DATE	01-Jan-2014	INVOICE AMOUNT	\$713.66
------------	------	--------------	-------------	----------	-------------	----------------	----------

Disposition No.: 875249

Remit this portion with your payment to:

Province of British Columbia  
Ministry of Forest Lands & Natural Resource Operations  
Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC  
AL\_169572

Invoice No.: 608654  
File No.: 1404678

Please make cheque or money order  
payable to Minister of Finance.

Amount  
Paid

--	--

FLNRO - CLSA INVOICE MINISTRY v2 Rev 24 / 07 / 13

A1599  
ST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM  
TRANSACTION RECEIPT

PAGE 1

PRIL 11, 2014 11:39  
3003 FCBC NANAIMO

TRANSACTION ID: 1000007

SD21180

			ITEM PRICE	QUANT	AMOUNT
717	FCBC CROWN LAND REVENUE	CROWN LAND REV	1,054.94	1	1,054.94
	CLIENT NUMBER	s.17			
OCUMENT:	FILE #	5406700			
EFERENCE:	CLIENT NAME	MARINE HARVEST CANADA			
717	FCBC CROWN LAND REVENUE	CROWN LAND REV	86.72	1	86.72
	CLIENT NUMBER	s.17			
OCUMENT:	FILE #	1407426			
EFERENCE:	CLIENT NAME	MARINE HARVEST CANADA			
717	FCBC CROWN LAND REVENUE	CROWN LAND REV	43.40	1	43.40
	CLIENT NUMBER	s.17			
OCUMENT:	FILE #	1401722			
EFERENCE:	CLIENT NAME	MARINE HARVEST CANADA			
717	FCBC CROWN LAND REVENUE	CROWN LAND REV	1,189.86	1	1,189.86
	CLIENT NUMBER	s.17			
OCUMENT:	FILE #	1404749			
EFERENCE:	CLIENT NAME	MARINE HARVEST CANADA			
717	FCBC CROWN LAND REVENUE	CROWN LAND REV	1,340.14	1	1,340.14
	CLIENT NUMBER	s.17			

A1599  
ST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM  
TRANSACTION RECEIPT

PAGE 2

PRIL 11, 2014 11:39  
3003 FCBC NANAIMO

TRANSACTION ID: 1000007

SD21180

			ITEM PRICE	QUANT	AMOUNT
OCUMENT:	FILE #	1411192			
EFERENCE:	CLIENT NAME	MARINE HARVEST CANADA			
717	FCBC CROWN LAND REVENUE	CROWN LAND REV	739.20	1	739.20
	CLIENT NUMBER	s.17			
OCUMENT:	FILE #	1403852			
EFERENCE:	CLIENT NAME	MARINE HARVEST CANADA			
717	FCBC CROWN LAND REVENUE	CROWN LAND REV	713.66	1	713.66
	CLIENT NUMBER	s.17			
OCUMENT:	FILE #	1404678			
EFERENCE:	CLIENT NAME	MARINE HARVEST CANADA			
717	FCBC CROWN LAND REVENUE	CROWN LAND REV	1,003.36	1	1,003.36
	CLIENT NUMBER	s.17			
OCUMENT:	FILE #	1404264			
EFERENCE:	CLIENT NAME	MARINE HARVEST CANADA			
717	FCBC CROWN LAND REVENUE	CROWN LAND REV	2,256.85	1	2,256.85
	CLIENT NUMBER	s.17			
OCUMENT:	FILE #	1406655			

3A1599  
3ST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM  
TRANSACTION RECEIPT

PAGE 3

APRIL 11, 2014 11:39  
03003 FCBC NANAIMO

TRANSACTION ID: 1000007

SD21180

	ITEM PRICE	QUANT	AMOUNT
	-----	-----	-----
REFERENCE: CLIENT NAME	MARINE HARVEST CANADA		
.717 FCBC CROWN LAND REVENUE	CROWN LAND REV	525.00	1
CLIENT NUMBER	s.17		525.00
DOCUMENT: FILE #	1405593		
REFERENCE: CLIENT NAME	MARINE HARVEST CANADA		
	SUBTOTAL		8,953.13
	GST CHARGED ON	0.00	0.00
	PST		0.00
	TRANSACTION TOTAL		8,953.13
	CHEQUE		8,953.13
	TOTAL PAYMENT		8,953.13
	CHANGE		0.00

THIS CHEQUE CONTAINS A MICROLINE BORDER AND SECURITY FEATURES

**MARINE HARVEST CANADA INC.**

#124 - 1334 ISLAND HIGHWAY  
CAMPBELL RIVER, BC V9W 8C9  
TEL: 250-850-3276

**HSBC BANK CANADA**  
1000 SHOPPERS ROW, TEL. (250) 286-0011  
CAMPBELL RIVER, BC V9W 2C6

NO.

**286298**

April 03, 2014

\$ \*\*\*\*\* 8,953.13

PAY \*\*\*\* EIGHT THOUSAND NINE HUNDRED FIFTY-THREE AND 13/100 DOLLARS

TO  
THE  
ORDER  
OF

Minister Of Finance  
FrontCounter BC  
Site 142 - 2080 Labieux Rd  
Nanaimo BC V9T 6J9

**MARINE HARVEST CANADA INC.**

PER

PER

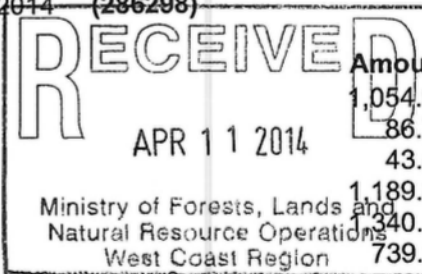
s.21

**MARINE HARVEST CANADA INC.**

**286298**

April 03, 2014 (286298)

Invoice Being Paid	Document Date	Vendor Name	Amount	Discount	Net Amount
203880	09/19/13	Minister Of Finance	1,054.94	0.00	1,054.94
592335-INT	03/22/14	Minister Of Finance	86.72	0.00	86.72
595108-INT	11/06/13	Minister Of Finance	43.40	0.00	43.40
601255/INT	02/12/14	Minister Of Finance	1,189.86	0.00	1,189.86
601318/INT	02/12/14	Minister Of Finance	1,340.14	0.00	1,340.14
608652	11/22/13	Minister Of Finance	739.20	0.00	739.20
608654	11/22/13	Minister Of Finance	713.66	0.00	713.66
612753	02/24/14	Minister Of Finance	1,003.36	0.00	1,003.36
612775	02/24/14	Minister Of Finance	2,256.85	0.00	2,256.85
612877	02/24/14	Minister Of Finance	525.00	0.00	525.00
			<b>Total</b>		<b>8,953.13</b>



File Note for -

1404678, 1405292 (Cedar Island), 1405400, 1405627 (Bonwick), 1405293, 1405607 (Swanson Island)

March 19, 2013

- Left a voice mail message for Jim Spowart regarding Jun

*Commercial A file's  
Fin fish  
File located in Nomain*

March 20, 2013

- Jim returned the call and we discussed the status of the files noted in the June 29, 2012 letter
- Parks received applications from Marine Harvest November/December 2012
- Is in the process of preparing the referrals - hopefully have them out in a month or two
- Asked him to ball park when things would be complete - he hopes to have the Permits issued before the end of summer (this year)

Bev Ward

March 20, 2013

File Note for –

1404678, 1405292 (Cedar Island), 1405400, 1405627 (Bonwick), 1405293, 1405607 (Swanson Island)

March 19, 2013

- Left a voice mail message for Jim Spowart regarding June 29, 2012 letter

March 20, 2013

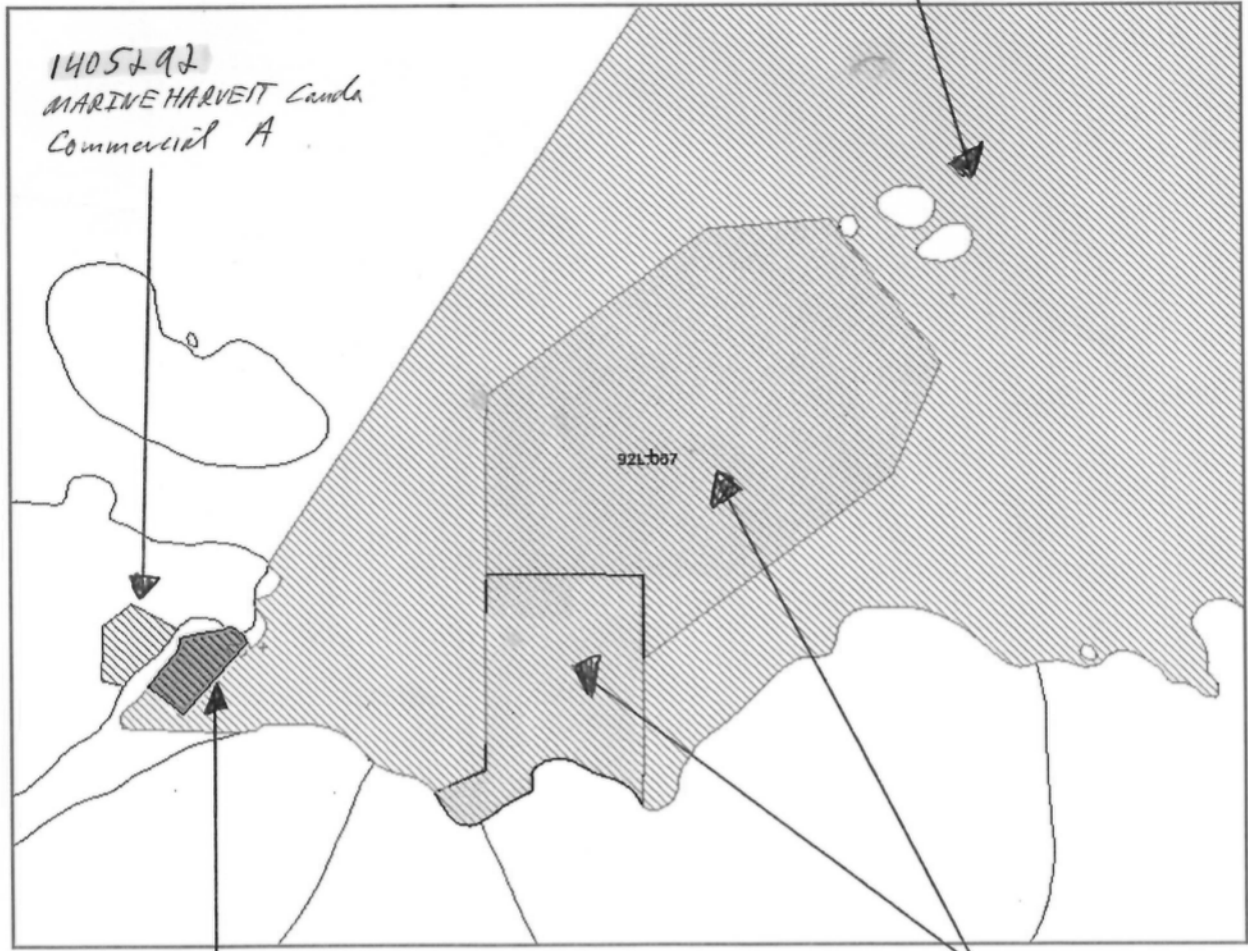
- Jim returned the call and we discussed the status of the files noted in the June 29, 2012 letter
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- Is in the process of preparing the referrals - hopefully have them out in a month or two
- Asked him to ball park when things would be complete - he hopes to have the Permits issued before the end of summer (this year)

Bev Ward

March 20, 2013



1413583  
MOE/ Reserve / Nitration



1405292  
MARINE HARVEST Canada  
Commercial A

92L597

1404678  
MARINE HARVEST Canada Inc.  
Commercial A

1404380  
Marine Harvest Canada Inc.  
Aquaculture Finfish  
4  
Midsummer  
#467

## **McCammon, Mike FLNR:EX**

---

**From:** Spowart, Jim W ENV:EX  
**Sent:** Monday, September 16, 2013 2:19 PM  
**To:** McCammon, Mike FLNR:EX  
**Subject:** RE: Transition Existing Tenures to Park Use Permits\_ FLNRO Files 1404678, 1405292, 1405400, 1405627, 1405293, 1405607

Hi Mike,

At this point they are stalled on FN consultation. Sorry I cannot give you an update on when the transfers will be completed.

Jim Spowart. BA Rec Admin.  
Area Supervisor, South Central Coast  
BC Parks  
West Coast Region  
Black Creek.  
Ph# 1-250-337-2418  
Fax. 1-250-337-5695  
Cell # 1-250-218-0359

---

**From:** McCammon, Mike FLNR:EX  
**Sent:** Monday, September 16, 2013 2:10 PM  
**To:** Spowart, Jim W ENV:EX  
**Subject:** Transition Existing Tenures to Park Use Permits\_ FLNRO Files 1404678, 1405292, 1405400, 1405627, 1405293, 1405607

Hi Jim.

A file note indicates you expected to issue Park Use Permits for these sites before the end of summer. Have Permits been issued yet?

Mike McCammon, RPF  
Land Officer  
Tel 250-751-7274  
Ministry of Lands, Forests and Natural Resource Operations  
142-2080 Labieux Road  
Nanaimo, BC V9T6J9

File Note for –

1404678, 1405292 (Cedar Island), 1405400, 1405627 (Bonwick), 1405293, 1405607 (Swanson Island)

March 19, 2013

- Left a voice mail message for Jim Spowart regarding June 29, 2012 letter

March 20, 2013

- Jim returned the call and we discussed the status of the files noted in the June 29, 2012 letter
- Parks received applications from Marine Harvest November/December 2012
- Is in the process of preparing the referrals - hopefully have them out in a month or two
- Asked him to ball park when things would be complete - he hopes to have the Permits issued before the end of summer (this year)

Bev.

CLIENT NUMBER s.17  
DOCUMENT: FILE # 1404309  
REFERENCE: CLIENT NAME MARINE HARVEST CANADA

1717 FCBC CROWN LAND REVENUE CROWN LAND REV 761.24 1 761.24

CLIENT NUMBER s.17

DOCUMENT: FILE # 1404678

REFERENCE: CLIENT NAME MARINE HARVEST CANADA

1717 FCBC CROWN LAND REVENUE CROWN LAND REV 682.49 1 682.49

CLIENT NUMBER s.17

DOCUMENT: FILE # 1407748

REFERENCE: CLIENT NAME MARINE HARVEST CANADA

1717 FCBC CROWN LAND REVENUE CROWN LAND REV 6,269.48 1 6,269.48

CLIENT NUMBER s.17

DOCUMENT: FILE # 1401611



GA1599  
HST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM  
TRANSACTION RECEIPT

PAGE 1

JANUARY 16, 2013 11:35  
03003 FCBC NANAIMO

TRANSACTION ID: 1000011

SD46156

		ITEM PRICE	QUANT	AMOUNT
		-----	-----	-----
1717	FCBC CROWN LAND REVENUE			
	CLIENT NUMBER s.17			
DOCUMENT:	FILE # 1409321			
REFERENCE:	CLIENT NAME MARINE HARVEST CANADA			
		19,579.52	1	19,579.52
1717	FCBC CROWN LAND REVENUE			
	CLIENT NUMBER s.17			
DOCUMENT:	FILE # 1401561			
REFERENCE:	CLIENT NAME MARINE HARVEST CANADA			
		13,775.09	1	13,775.09
1717	FCBC CROWN LAND REVENUE			
	CLIENT NUMBER s.17			
DOCUMENT:	FILE # 1401705			
REFERENCE:	CLIENT NAME MARINE HARVEST CANADA			
		1,153.34	1	1,153.34
1717	FCBC CROWN LAND REVENUE			
	CLIENT NUMBER s.17			
DOCUMENT:	FILE # 1403852			
REFERENCE:	CLIENT NAME MARINE HARVEST CANADA			
		788.48	1	788.48

1717	FCBC CROWN LAND REVENUE			
	CLIENT NUMBER s.17			
		3,727.08	1	3,727.08

GA1599  
HST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM  
TRANSACTION RECEIPT

PAGE 2

JANUARY 16, 2013 11:35  
03003 FCBC NANAIMO

TRANSACTION ID: 1000011

SD46156

		ITEM PRICE	QUANT	AMOUNT
		-----	-----	-----
DOCUMENT:	FILE # 1403968			
REFERENCE:	CLIENT NAME MARINE HARVEST CANADA			
1717	FCBC CROWN LAND REVENUE			
		8,324.13	1	8,324.13

GA1599  
HST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM  
TRANSACTION RECEIPT

PAGE 3

JANUARY 16, 2013 11:35  
03003 FCBC NANAIMO

TRANSACTION ID: 1000011

SD46156

			ITEM PRICE	QUANT	AMOUNT
			-----	-----	-----
REFERENCE: CLIENT NAME	MARINE HARVEST CANADA				
1717 FCBC CROWN LAND REVENUE		CROWN LAND REV	7,151.59	1	7,151.59
	CLIENT NUMBER	s.17			
DOCUMENT: FILE #	1403300				
REFERENCE: CLIENT NAME	MARINE HARVEST CANADA				
1717 FCBC CROWN LAND REVENUE		CROWN LAND REV	8,807.71	1	8,807.71
	CLIENT NUMBER	s.17			
DOCUMENT: FILE #	1403301				
REFERENCE: CLIENT NAME	MARINE HARVEST CANADA				
1717 FCBC CROWN LAND REVENUE		CROWN LAND REV	8,815.18	1	8,815.18
	CLIENT NUMBER	s.17			
DOCUMENT: FILE #	1403859				
REFERENCE: CLIENT NAME	MARINE HARVEST CANADA				
1717 FCBC CROWN LAND REVENUE		CROWN LAND REV	1,123.51	1	1,123.51
	CLIENT NUMBER	s.17			
DOCUMENT: FILE #	1404249				
REFERENCE: CLIENT NAME	MARINE HARVEST CANADA				

GA1599  
HST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM  
TRANSACTION RECEIPT

PAGE 4

JANUARY 16, 2013 11:35  
03003 FCBC NANAIMO

TRANSACTION ID: 1000011

SD46156

			ITEM PRICE	QUANT	AMOUNT
			-----	-----	-----
1717 FCBC CROWN LAND REVENUE		CROWN LAND REV	7,765.80	1	7,765.80
	CLIENT NUMBER	s.17			
DOCUMENT: FILE #	1404614				
REFERENCE: CLIENT NAME	MARINE HARVEST CANADA				

1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	19,252.86	1	19,252.86
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1405245			
REFERENCE:	CLIENT NAME	MARINE HARVEST CANADA			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	7,036.88	1	7,036.88
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	1404918			
REFERENCE:	CLIENT NAME	M			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	3,348.78	1	3,348.78
	CLIENT NUMBER	s.17			
DOCUMENT:	FILE #	5406670			
REFERENCE:	CLIENT NAME	MARINE HARVEST CANADA			
1717	FCBC CROWN LAND REVENUE	CROWN LAND REV	1,070.25	1	1,070.25

GA1599  
HST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM  
TRANSACTION RECEIPT

PAGE 5

JANUARY 16, 2013 11:35  
03003 FCBC NANAIMO

TRANSACTION ID: 1000011

SD46156

ITEM	PRICE	QUANT	AMOUNT
------	-------	-------	--------

CLIENT NUMBERS.17

DOCUMENT: FILE # 1404264  
REFERENCE: CLIENT NAME MARINE HARVEST CANADA

17	FCBC CROWN LAND REVENUE	CROWN LAND REV	15,316.30	1	15,316.30
----	-------------------------	----------------	-----------	---	-----------

CLIENT NUMBER s.17

DOCUMENT: FILE # 1407822  
REFERENCE: CLIENT NAME MARINE HARVEST CANADA

SUBTOTAL 134,749.71

HST CHARGED ON 0.00 0.00

TRANSACTION TOTAL 134,749.71

CHEQUE 134,749.71

TOTAL PAYMENT 134,749.71

CHANGE 0.00

THIS CHEQUE CONTAINS A MICROLINE BORDER AND SECURITY FEATURES

**MARINE HARVEST CANADA INC.**

#124 - 1334 ISLAND HIGHWAY  
CAMPBELL RIVER, BC V9W 8C9  
TEL: 250-850-3276

HSBC BANK CANADA  
1000 SHOPPERS ROW, TEL. (250) 286-0011  
CAMPBELL RIVER, BC V9W 2C6

NO.

274603

January 11, 2013

GA15  
HST#

\$ \*\*\*\*\* 134,749.71

JANU. PAY \*\*\*\* ONE HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED FORTY-NINE AND 71/100 DOLLARS  
0300

TO  
THE  
ORDER  
OF

Minister Of Finance  
FrontCounter BC  
Site 142 - 2080 Labieux Rd  
Nanaimo BC V9T 6J9

MARINE HARVEST CANADA INC.

PER

PER





Ministry of  
Agriculture  
and Lands

Location:  
Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9  
250 751-7276

# INVOICE

10000043  
P0000043

MARINE HARVEST CANADA INC  
124-1334 ISLAND HWY  
CAMPBELL RIVER BC V9W 8C9

Invoice No.: 585588  
File No.: 1404678  
Your Ref. No.: FINFISH  
Document No.: 113518  
Billing Date: 22-Nov-2012  
Run Date: 27-Nov-2012  
**DUE DATE: 01-Jan-2013**

Disposition No.: 875249  
Legal Description: Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District, shown outlined on sketch below, containing 0.754 hectares, more or less  
Location: CEDAR ISLAND  
Purpose: COMMERCIAL

## Transaction Description:

Annual Rent: Land Value Base  
GST

## Transaction Amount

\$679.68  
\$81.56

Interest will be charged on overdue accounts.  
A service fee will be charged for dishonoured payments.

Invoice  
Amount **\$761.24**

**Do Not Send Cash in the Mail**

DETACH HERE

Please keep the top portion for your records and return the bottom portion with your payment

Client Copy



Ministry of  
Agriculture  
and Lands

## INVOICE

## PAYMENT REMITTANCE ADVICE

Bank Copy

CLIENT NO. S.17	BILLING DATE 22-Nov-2012	DUE DATE 01-Jan-2013	INVOICE AMOUNT \$761.24
-----------------	--------------------------	----------------------	-------------------------

Disposition No.: 875249

Remit this portion with your payment to:

FrontCounter BC  
Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC  
AL\_169572

Invoice No.: 585588

File No.: 1404678

Payable at most Canadian Financial  
Institutions. Please make cheque or money  
order payable to Minister of Finance.

Amount  
Paid

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s.17



June 29, 2012

File: 98700-30/Marine Harvest Canada Inc.

Richard Opala  
Marine Harvest Canada Inc  
1334 Island Highway Suite 124  
Campbell River BC V9W 8C9

Dear Mr. Opala:

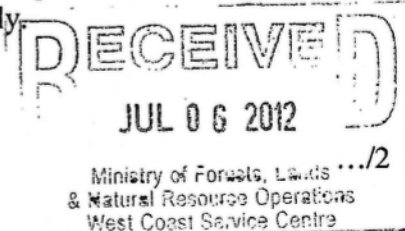
Re: Transitioning existing tenures to Park Use Permits

This letter is a follow up to our previous correspondence of February 3, 2010, and emails regarding the conversion of Forests, Lands and Natural Resource Operations (FLNRO) tenures #1404678 #1405292, (Cedar Island site), #1405400, #1405627 (Bonwick site), and #1405293, #1405607 (Swanson Island site) into Park Use Permits.

As you are aware, the conversion of these tenures into Park Use Permits is an important issue and the transfer has now been delayed for over two years. We would appreciate it if you would submit the application as soon as possible. This will allow us to proceed with the permit adjudication. If you are unable to submit this application for any reason, would you please contact us so we may discuss the issue or investigate alternative solutions.

To be able to transfer these tenures we require you to complete the attached form and submit it to the address at the bottom of the form as soon as possible. The form is also available at this site [http://www.env.gov.bc.ca/pasb/applications/docs/parkuse/parkuse\\_landuse-occupancy.pdf](http://www.env.gov.bc.ca/pasb/applications/docs/parkuse/parkuse_landuse-occupancy.pdf)

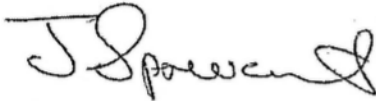
Upon receipt and review of an application from Marine Harvest, the transfer to a Park Use Permit process will be initiated for your continued use of this Conservancy for the same purpose. Existing tenures will be recognized until the current expiration dates. Once your initial Park Use Permit expires, you will be required to reapply.



Please note, in this instance, **you are not required to submit an Application Fee** when submitting this form. Having said this, you should be aware an invoice for the Park Use Permit Fee will be issued to you, based on the terms and conditions of the *Park Act and the Park, Conservancy and Recreation Area Regulation* and utilizing this fee schedule:  
[http://www.gov.bc.ca/pasb/applications/docs/parkuse/parkuse\\_fees.pdf](http://www.gov.bc.ca/pasb/applications/docs/parkuse/parkuse_fees.pdf)

If you have any questions about how your file will be managed, please contact me at 250-337-2418 or via email.

Yours truly,



Jim Spowart  
Area Supervisor Central Coast  
BC Parks  
Ministry of Environment  
250-337-2418  
[Jim.Spewart@gov.bc.ca](mailto:Jim.Spewart@gov.bc.ca)

Enclosures: Park Use Permit, Fee Schedule

pc: Nadine Ebell, FLNRO

# INVOICE

## PAYMENT REMITTANCE SLIP

Bank Copy

CLIENT NO. S.17	BILLING DATE 22-Nov-2011	DUE DATE 01-Jan-2012	INVOICE AMOUNT \$761.24
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MAL - CL277v3 Rev. 2010 / 04 / 15

Disposition No.: 875249

Remit this portion with your payment to:

FrontCounter BC  
Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC  
AL\_169572  
000038



Invoice No.: 564457

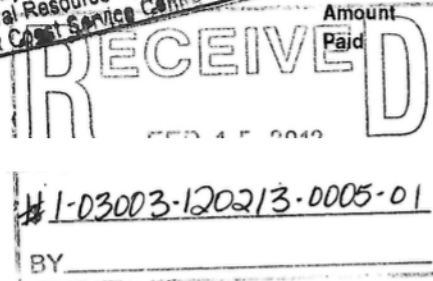
File No.: 1404678

Payable at most Canadian Financial  
Institutions. Please make cheque or money  
order payable to Minister of Finance.

Amount  
Paid

761 24

s.17



February 08, 2012 (266084)

Invoice Being Paid	Document Date	Vendor Name	Amount	Discount	Net Amount
564457	11/22/11	Minister Of Finance	761.24	0.00	761.24
566691	12/19/11	Minister Of Finance	2,444.21	0.00	2,444.21

**Total****3,205.45**

GA1599  
HST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM  
TRANSACTION RECEIPT

PAGE 1

FEBRUARY 13, 2012 12:28  
03003 FCBC NANAIMO

TRANSACTION ID: 1000005

SD21180

		ITEM PRICE	QUANT	AMOUNT
		-----	-----	-----
1717	FCBC CROWN LAND REVENUE	761.24	1	761.24
	CLIENT NUMBER s.17			
DOCUMENT:	FILE # 1404678			
REFERENCE:	CLIENT NAME MARINE HARVEST CANADA INC			
1717	FCBC CROWN LAND REVENUE	2,444.21	1	2,444.21
	CLIENT NUMBER s.17			
DOCUMENT:	FILE # 1402839			
REFERENCE:	CLIENT NAME MARINE HARVEST CANADA INC			
	SUBTOTAL			3,205.45
	HST CHARGED ON	0.00		0.00
	TRANSACTION TOTAL			3,205.45
	CHEQUE			3,205.45
	TOTAL PAYMENT			3,205.45
	CHANGE			0.00

GA1599  
HST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM  
TRANSACTION RECEIPT

PAGE 2

FEBRUARY 13, 2012 12:28  
03003 FCBC NANAIMO

TRANSACTION ID: 1000005

SD21180

**MARINE HARVEST CANADA INC.**

#124 - 1334 ISLAND HIGHWAY  
CAMPBELL RIVER, BC V9W 8C9  
TEL. (250) 286-1599

**HSBC BANK CANADA**  
1000 SHOPPERS ROW, TEL. (250) 286-1  
CAMPBELL RIVER, BC V9W 2C6

NO.

**266084**

February 08, 2012

\$ \*\*\*\*\* 3,205.45

PAY

\*\*\*\* THREE THOUSAND TWO HUNDRED FIVE AND 45/100 DOLLARS

TO  
THE  
ORDER  
OF

Minister Of Finance  
FrontCounter BC  
Site 142 - 2080 Labieux Rd  
Nanaimo BC V9T 6J9

**MARINE HARVEST CANADA INC.**

PER

PER

s.21

10010518

INVOICE

Bank Copy

**PAYMENT REMITTANCE ADVICE**

CLIENT NO. <b>S.17</b>	BILLING DATE <b>22-Nov-2010</b>	DUE DATE <b>01-Jan-2011</b>	INVOICE AMOUNT <b>\$761.24</b>
------------------------	---------------------------------	-----------------------------	--------------------------------

Disposition No.: 875249

Remit this portion with your payment to:

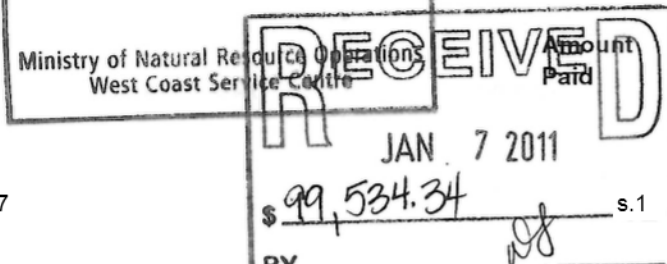
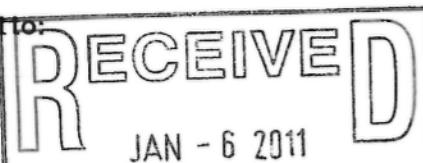
**FrontCounter BC**  
Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC  
AL\_169572  
000039

Invoice No.: 542539

File No.: 1404678

Payable at most Canadian Financial  
Institutions. Please make cheque or money  
order payable to Minister of Finance.



761	24
-----	----

s.17

s.1



TELLER STAMP HERE

No marks or paid stamps to appear below this line.

December 31, 2010

Invoice Being Paid	Document Date	Vendor Name	Amount	Discount	Net Amount
542539	11/22/10	Minister Of Finance AR Land Section	761.24	0.000	761.24
542584	11/22/10	Minister Of Finance AR Land Section	36,636.52	0.000	36,636.52
542544	11/22/10	Minister Of Finance AR Land Section	12,703.15	0.000	12,703.15
542543	11/22/10	Minister Of Finance AR Land Section	14,815.36	0.000	14,815.36
542542	11/22/10	Minister Of Finance AR Land Section	6,916.08	0.000	6,916.08
542531	11/22/10	Minister Of Finance AR Land Section	14,430.30	0.000	14,430.30
542507	11/22/10	Minister Of Finance AR Land Section	13,271.69	0.000	13,271.69

<b>Total</b>	<b>99,534.34</b>
--------------	------------------

**MARINE HARVEST CANADA INC.**

#124 - 1334 ISLAND HIGHWAY  
CAMPBELL RIVER, BC V9W 8C9  
TEL. (250) 286-1599

**HSBC BANK CANADA**  
1000 SHOPPERS ROW, TEL. (250) 286-0011  
CAMPBELL RIVER, BC V9W 2C6

NO.

254050

December 31, 2010

\$ \*\*\*\*\*99,534.34

PAY

\*\*\*\* NINETY NINE THOUSAND FIVE HUNDRED THIRTY FOUR AND 34/100

TO  
THE  
ORDER  
OF

Minister Of Finance  
Suite 142  
2080 Labieux Road, Nanaimo, BC  
V9T 6J9

MARINE HARVEST CANADA INC.

PER

PER

s.21



BRITISH  
COLUMBIA

# Invoice

**Province of British Columbia - Ministry of Agriculture and Lands**

Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9  
250 751-7276

MARINE HARVEST CANADA INC  
124-1334 ISLAND HWY  
CAMPBELL RIVER BC V9W 8C9

Invoice Number: 542539  
File Number: 1404678  
Your Reference Number: FINFISH  
Document Number: 113518  
Billing Date: NOV-22-2010  
Run Date: NOV-23-2010  
**DUE DATE: JAN-01-2011**

Disposition No: 875249  
Legal Description: Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, C  
Location: CEDAR ISLAND  
Purpose: COMMERCIAL

**Do Not Send Cash in the Mail**

**Transaction Description**

Annual Rent: Land Value Base  
HST

**Transaction Amount**

679.68  
81.56

Interest will be charged on overdue accounts.

A service fee will be charged for dishonoured payments.

**Invoice Amount: \$761.24**

(Tear Along Perforated Line)

Client Number	s.17	Billing Date	NOV-22-2010	Due Date	JAN-01-2011	Invoice Amount	\$761.24
---------------	------	--------------	-------------	----------	-------------	----------------	----------

Disposition No: 875249

**Please remit this Part when making Payment**

**Please make Cheques Payable to:  
Minister of Finance**

Invoice Number: 542539  
File Number: 1404678

**Province of British Columbia - Ministry of Agriculture and Lands**

Ste 142 - 2080 LABIEUX ROAD  
NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC

Please Indicate  
Change of Address ☐

Amount  
Paid:



February 3, 2010

File: 85700-40/Marine Harvest Canada Inc.

Richard Opala  
Marine Harvest Canada Inc.  
1334 Island Highway Suite 124  
Campbell River BC V9W 8C9

Dear Mr. Opala:

This letter is regarding *Ministry of Agriculture and Lands* tenures # 1404678, 1404592 (Cedar Island site), 1405400, 1405627 (Bonwick Site), and 1405293, 1405607 (Swanson Island site) for Aquaculture purposes in the Broughton Archipelago Conservancy. The Government of British Columbia has recently established a number of Conservancies along the North and Central Coast as a result of the North Coast and Central Coast Land and Resource Management Planning processes.

All Conservancies are administered in accordance with the *Park Act*. Therefore, the portion of the *Ministry of Agriculture and Lands* tenures that are now above the foreshore and within the boundary of the above Conservancy will now be administered by the *Ministry of Environment - Parks and Protected Areas Division*. All of the adjacent floating tenures will continue to be administered by the *Ministry of Agriculture and Lands* as they are not contained within the boundary of the Broughton Archipelago Conservancy. Any of the floating tenures (docks, buildings, storage sheds, net pens etc.) that have attachments to the upland portion of the Conservancy will also require a valid Park Use Permit.

To transfer this or include any other portion of your *Ministry of Agriculture and Lands* tenures to Park Use Permit, we require you complete the attached form and send it to the address at the bottom of the form as soon as possible. The form is also available at this site: [http://www.env.gov.bc.ca/pasb/applications/docs/parkuse/parkuse\\_landuse-occupancy.pdf](http://www.env.gov.bc.ca/pasb/applications/docs/parkuse/parkuse_landuse-occupancy.pdf)

.../2

Richard Opala  
Marine Harvest Canada Inc.

- 2 -

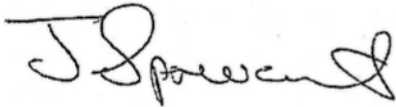
February 3, 2010

Upon receipt and review of an application from yourself, the transfer to a Park Use Permit process will be initiated for your continued use of this Conservancy for the same aquaculture purposes. Existing tenures will be recognized until the current expiration dates. Once your initial Park Use Permit expires, you will be required to reapply.

Please note that in this instance **you are not required to submit the Application Fee** when you submit this form. Having said this, you should be aware that an invoice for the Park Use Permit Fee will be issued to you based on the terms and conditions of the *Park Act* and the *Park, Conservancy and Recreation Area Regulation* and utilizing this fee schedule:  
[http://www.env.gov.bc.ca/pasb/applications/docs/parkuse/parkuse\\_fees.pdf](http://www.env.gov.bc.ca/pasb/applications/docs/parkuse/parkuse_fees.pdf)

The Government of British Columbia is committed to a seamless transition for current tenure holders. If you have any questions about how your file will be managed, please contact me at 250 337-2418 or via email.

Yours truly,



Jim Spowart  
Area Supervisor Central Coast  
Parks and Protected Areas  
Ministry of Environment  
250-337-2418  
[Jim.Spowart@gov.bc.ca](mailto:Jim.Spowart@gov.bc.ca)

Attachment

pc: Cameron Bezanson – Land Technical Officer - Crown Lands & Resources ILMB –  
Nanaimo



The Best Place on Earth

February 12, 2010

File: 1404678

Marine Harvest Canada Inc.  
124-1334 Island Hwy  
Campbell River BC V9W 8C9

Attention: Richard Opala

Dear Sir:

Enclosed is an originally executed copy of Licence No. 113518, covering  
Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring  
Passage, Range 1, Coast District, shown outlined on sketch below, containing 0.754  
hectares, more or less.

This Licence is issued in the name of Marine Harvest Canada Inc. for a term of 10 years  
commencing the 1st day of January, 2010, for general commercial float residences and  
storage facilities for fish farm and floats purposes.

We acknowledge receipt of rental in the amount of \$679.68, representing the fee for the 1<sup>st</sup>  
year.

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

Yours truly,

Barbara Biss  
Portfolio Administrator

Enclosures

pc: BC Assessment Authority, Courtenay  
Regional District of Mount Waddington  
Rick Deegan, Spatial Analyst, ILMB, Victoria

<b>Integrated Land Management Bureau</b>	Crown Lands and Resources	Mailing Address:  Suite 142 2080 Labieux Road Nanaimo, BC V9T 6J9	Telephone: 250-751-7220 Facsimile: 250-751-7224 Web Address: <a href="http://www.al.gov.bc.ca">http://www.al.gov.bc.ca</a>
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Licence No.:

107665

File No.: 1404678

Disposition No.: 156066

THIS AGREEMENT is dated for reference January 1, 2001 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:**

STOLT SEA FARM INC., INC. NO. A-0036767  
1761 Redwood Street  
Campbell River, BC V9W 3K7

(the "Licensee")

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

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

"**Commencement Date**" means January 1, 2001;

"**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;



Licence No.:

107665

File No.: 1404678

Disposition No.: 156066

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**BETWEEN:**

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**"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 Spring Passage, Range 1, Coast District, containing 0.754 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 general commercial float residences and storage facilities for fish farm and float 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 10th anniversary of that date, or such earlier date provided for in this Agreement.

## ARTICLE 3 - FEES

- 3.1 You will pay to us:
- (a) for the first year of the Term, Fees of \$562.50, payable in advance on the Commencement Date; and

- (b) for each year during the remainder of the Term, the Fees either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.
- 3.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Fees payable by you under subsection 3.1(b) for the subsequent year of the Term.
- 3.3 If we do not give notice to you under section 3.2, the Fees payable by you under section 3.1(b) for the year for which notice was not given will be the same as the Fees payable by you for the preceding year of the Term.

#### ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
    - (i) the Fees to us at the address set out in Article 10,
    - (ii) the Realty Taxes, and
    - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
  - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
  - (c) observe, abide by and comply with
    - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any 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;
- (n) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;

- (o) at our request and at your expense, have a British Columbia Land Surveyor complete, in accordance with the instructions of the Surveyor General of British Columbia, a *Land Act* survey plan of the Land within 12 months after survey instructions are issued by the Surveyor General of British Columbia;
- (p) agree to develop the Land, in a diligent and workmanlike manner, in accordance with the Management Plan held on file at our office;
- (q) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (r) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
- (i) your breach, violation or nonperformance of a provision of this Agreement, and
  - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,
- and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (s) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
  - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you 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 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) we may make other dispositions of or over the Land;
- (d) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (c), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (e) subject to subsection (d), 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 (c) will be borne solely by you;
- (f) 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 (c);



- (g) you will maintain in good standing Foreshore License over unsurveyed foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District, License Number 102341, File Number 1404380 and any renewal or replacement (the Foreshore License) and shall be in default of the License should the Foreshore License become invalid for any reason, or not be renewed by us;
- (h) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (i) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(s)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(s)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(s)(iii); and
- (j) 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 \$2,500.00 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 90 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 Nanaimo, British Columbia, and if we or our authorized representative have no office in Nanaimo, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Nanaimo, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

## ARTICLE 10 - NOTICE

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

to us

British Columbia Assets and Land Corporation  
2080-A Labieux Road  
Nanaimo, BC V9T 6J9;

to you

Stolt Sea Farm Inc.  
1761 Redwood Street  
Campbell River, BC V9W 3K7;

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.

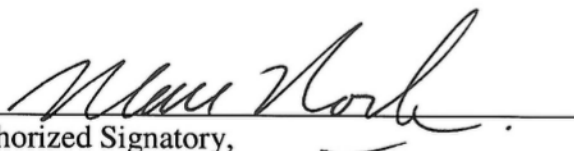
11.6 You agree with us that

- (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  
British Columbia Assets and Land Corporation,  
authorized representative of the  
minister responsible for the *Land Act*



Authorized Signatory,  
British Columbia Assets and Land Corporation

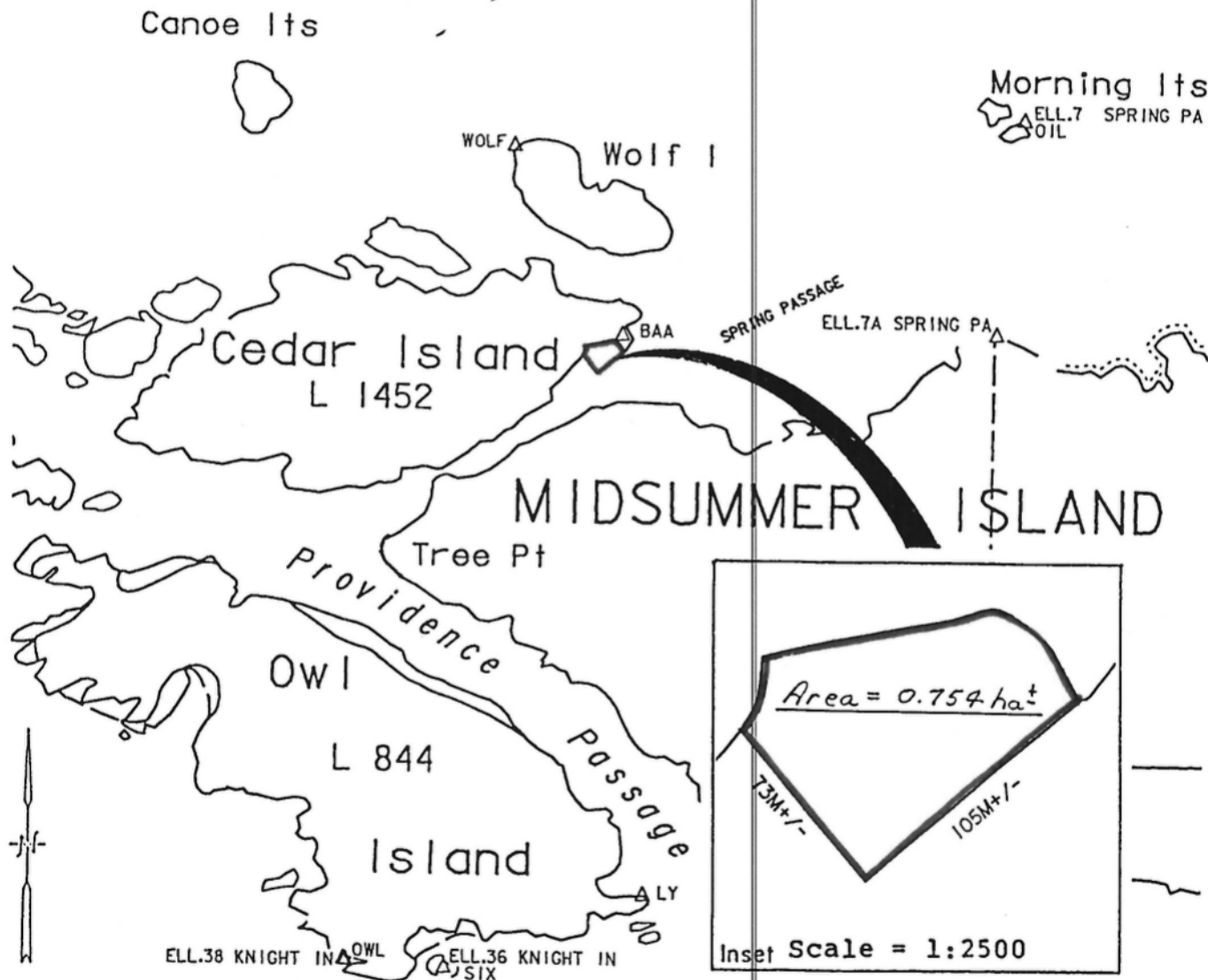
SIGNED on behalf of Stolt Sea Farm Inc.  
by a duly authorized signatory



Authorized Signatory

## LEGAL DESCRIPTION SCHEDULE

Unsurveyed foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District, shown outlined on sketch below, containing 0.754 hectares, more or less.



Scale = 1:20 000





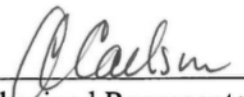
Ministry of  
Agriculture and Lands

## ENDORSEMENTS

Licence No.: 107665  
Endorsement No.: 1

File No.: 1404678  
Date: January 22, 2007

Article 6 – Security and Insurance, Section 6.1, Security amended to read \$25,000.00.

  
Authorized Representative



Ministry of  
Agriculture and Lands

## ENDORSEMENTS

Licence No.: 107665  
Endorsement No.: 2

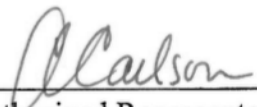
File No.: 1404678  
Date: February 12, 2007

Licence recorded in the name of MARINE HARVEST CANADA INC., Inc. No. A0067668 pursuant to a Certificate of Amalgamation dated April 11, 2006, issued under the Authority of the Business Corporations Act.

Licence No.: 107665  
Endorsement No.: 3

File No.: 1404678  
Date: February 12, 2007

Change of Incorporation Number to Inc. No. C0781706 due to a Certificate of Continuation dated February 2, 2007, issued under the Authority of the Business Corporations Act.

  
Authorized Representative

**Acceptance of Offer of licence**

File No. 1404678

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

Dear Barbara Biss:

**Re: Application for licence**

- ☒ I/We accept the offer of licence made to me/us by way of a letter dated FEB 02 2010 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 FEB 02 2010 from the Ministry of Agriculture and Lands.

DATED the 9 of FEBRUARY, 2010

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

RICHARD OPAIA  
Print name of person signing

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

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

February 9, 2010

Invoice Being Paid	Document Date	Vendor Name
AMEND1404678	02/09/10	Minister Of Finance AR Land Section

Amount	Discount	Net Amount
923.66	0.000	923.66

**RECEIVED**

FEB 11 2010

Integrated Land Management Bureau  
Coast Region

<b>Total</b>	<b>923.66</b>
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**MARINE HARVEST CANADA INC.**

#124 - 1334 ISLAND HIGHWAY  
CAMPBELL RIVER, BC V9W 8C9  
TEL. (250) 286-1599

**HSBC BANK CANADA**  
1000 SHOPPERS ROW, TEL. (250) 286-0011  
CAMPBELL RIVER, BC V9W 2C8

February 9, 2010

\*\*\*\*\*923.66

\$

PAY \*\*\*\*\* NINE HUNDRED TWENTY THREE AND 66/100

TO  
THE  
ORDER  
OF

Minister Of Finance  
Suite 142  
2080 Labieux Road, Nanaimo, BC  
V9T 6J9

PER *Beate Bur*  
MARINE HARVEST CANADA INC.  
PER *Mark*

12.1

<b>RECEIVED</b>	FEB 12 2010
	\$ 923.66
BY <i>ms</i>	

10008721

243819

# CERTIFICATE OF INSURANCE

**Freedom of Information and Protection of Privacy Act**  
The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Manager, Consulting and Advisory Services, at 250 356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.  
**Please refer all other questions to the contact named in Part 1.**

## Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) <b>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister responsible for the Land Act</b>		AGREEMENT IDENTIFICATION NO. Please see attached schedule	
PROVINCE'S CONTACT PERSON NAME & TITLE <b>Barbara Bliss, Portfolio Administrator, Integrated Land Management Bureau, Ministry of Agriculture and Lands</b>		PHONE NO (250) 751-7248	
MAILING ADDRESS <b>Ste 142 – 2080 Labieux Road, Nanaimo, BC</b>		FAX NO (250) 751-7224	
CONTRACTOR NAME <b>Marine Harvest Canada Inc.</b>		POSTAL CODE <b>V9T 6J9</b>	
CONTRACTOR ADDRESS <b>#124 – 1334 Island Highway, Campbell River, BC</b>		POSTAL CODE <b>V9W 8C9</b>	

## Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME <b>Marine Harvest Canada Inc.</b>		POSTAL CODE <b>V9W 8C9</b>	
	ADDRESS <b>#124 – 1334 Island Highway, Campbell River, BC</b>			
OPERATIONS INSURED	PROVIDE DETAILS Please see attached schedule			
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION		EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
COMMERCIAL GENERAL LIABILITY	ZURICH INSURANCE COMPANY s.21		2010/06/01	\$2,000,000 Bodily Injury and Property Damage per occurrence as per policy wording. Includes Cross Liability and Blanket Contractual

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

AGENT OR BROKER COMMENTS:

### ADDITIONAL INSURED:

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

Her Majesty the Queen in Right of the Province of British Columbia, her employees, servants and agents to the extent of coverage required by written contract or written agreement between the Named Insured and Additional Insured with respect to Commercial General Liability.

AGENT OR BROKER <b>Aon Reed Stenhouse Inc.</b>	ADDRESS <b>900 Howe Street, Vancouver, BC V6B 3X8</b>	PHONE NO <b>(604) 443-2461</b>
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) <i>Angela Thompson</i>		DATE SIGNED <b>January 21, 2010</b>

Qu\_TenuresInsuranceList

SiteName	TenFile	LegalDescription
Althorpe	1407426	US Crown FS or land covered by water being part of the bed of Sunderland Channel, Range 1 Coast District
Amai	1405005	UF or land covered by water being part of Amai Inlet, Rupert District
Arrow Passage	1404681	UF or land covered by water being part of the bed of Arrow Passage vicinity Bonwick Island Range 1, Coast District
Arrow Passage	1405627	US FS or land covered by water being part of the bed of Betty Cove, Range 1 Coast District
Arrow Passage	1405400	That parcel or tract of land in the vicinity of Betty Cove, Range 1 Coast District
Arthur Island	6406836	UF being part of Mathieson Channel, Range 3 Coast District
Bell Island (Gordon Grp)	1404918	Part of DL 1447, Bell Island, Rupert District with UF part of Goletas Channel, Rupert District
Bickley Bay (Cordero)	1404309	Lot 1435, US FS Part of bed of Bickley Bay, Range 1 Coast District
Big Tree Creek	1403852	Lot 1629, Sayward District
Big Tree Creek	1409349	That part of District Lot 46, Sayward District
Blunden Pass	1403313	UF or land covered by water being part of the bed of Blunden Passage, Range 1, Coast District
Bockett Point	1405897	UF STL45114, Range 1 Coast District and UF or land covered by water being part of the bed of Havannah Channel, Range 1, Coast District
Bockett Point	1406514	
Bockett Point	1406358	US FS or Crown Land covered by water being part to the bed of Havannah Channel, Range 1
Brougham Point (Nodales)	1403301	Lot 1674, UF Sayward District
Centre Cove	1404284	US FS or land covered by water being part of the beds of Centre Cove & Pinnacle Channel, all in Rupert District
Centre Cove	1407428	UF being part bed Centre Cove Pinnacle Channel, Rupert Dist.
Chancellor Channel	1405245	UF part bed Chancellor Channel Range 1, Coast District
Chancellor Channel	1405487	All that parcel of tract of land situated on West Thulow Island, Range 1 Coast District shown outlined on sketch below and containing 1,000 hectare, more or less.
Charlie's Place	1409081	UF or land covered by water part bed Pinnacle Channel, Rupert LD, E. Pinnacle Channel Kyuquot Snd, R1 Coast Dist.
Church House	2407932	UF N.Shore Calm Channel Range 1 Coast Land District
Cleagh Creek	1407743	UF, part bed Quatsino Sound, Rupert District
Conville Bay	1401597	Lot 237, UF Sayward District nnnnaka DL 1673, Sayward District
Conville Point (Hoskyn)	1401769	That parcel or tract of land in the vicinity of Conville Point, Sayward District
Conville Point (Hoskyn)	1403859	UF, covering District Lot 1642 Sayward District
Crystal Waters	1401555	
Crystal Waters	1403661	that part of Lot 170, Rupert District
Crystal Waters	1403702	
Cyrus Rocks (Okisollo)	1406292	UF Sayward District
Deep Harbour	1403326	Lot 761, UF, Range 1 Coast District
Dinner Point	1411082	All that US C FS or land covered by water being part of the bed of Knight Inlet within Range 1 Coast District
Doctor Islets	1408758	UF or land covered by water being part of the bed of Knight Inlet, Range 1 Coast District
Doyle Island (Gordon Grp)	1407325	UF or land covered by water being part of the bed of Goletas Channel, Rupert District, Range 1 Coast District
Duncan Island (Goletas Ch)	1407326	UF or land covered by water being part of the bed of Goletas Channel, Range 1, Coast District
Dunsterville (Hoskyn)	1401659	That part of DL 1672, together with US FS or land covered by water being part of the bed of Hoskyn Channel, all in Sayward District
Dunsterville (Hoskyn)	410127	Dunsterville Point within Read Island Provincial Park
Dunsterville (Hoskyn)	1406697	All that parcel or tract of land situated in the vicinity of Dunsterville Point, Sayward District
Egerton Creek (Frederick)	2404120	US Crown FS or land covered by water being part of the bed of Frederick Arm, Range 1, Coast District
Farside (Frederick)	2402970	UF or land covered by water being part of the bed of Frederick Arm, Range 1 Coast District
Frederick Arm	2402966	UF part bed Frederick Arm Coast District DL 2507 Range 1
Georgie Lake	1405583	That part of Section 12, Township 21, Rupert District
Georgie Lake	1404749	Lot 2289 Rupert District
Georgie Lake II	1406653	Section 9, Township 21, Rupert Land District
Georgie Lake II	1405320	UF part of the bed of Georgie Lake, Rupert District
Glacial Creek	2403818	That parcel or tract of land in the vicinity of DL 6202, Group 1, New Westminster District
Glacial Creek	2402751	US Crown FS or land covered by water being part of the bed of Princess Royal Reach, Group 1, New Westminster District
Glacier Falls	1405180	UF or land covered by water being part of the bed of Tribune Channel, Range 1, Coast Land District
Goat Cove	6407324	UF and Land covered by water Part bed Goat Cove Range 3 Coast District

Qu\_TenuresInsuranceList

SiteName	TenFile	LegalDescript
Hardwicke Island (Chancellor) B Site	1409321	Part Bed of Chancellor Channel Range 1, Coast District
Hardy Bay	1403968	That part of Block A of Section 5, Township 7, Rupert District
Hardy Bay	1408989	That part of Block D, District Lot 2263, in the vicinity of Hardy Bay, Rupert District
Hardy Bay	1401561	UF, part bed Hardy Bay Rupert District DL 2270
Hardy Bay	1411041	USFS or land covered by water being part of the beds of Hardy Bay A Masterman Island and Daphne Point on the NE Entrance to Hardy Bay
Hohoa Island	1405003	UF or land covered by water being part of the bed of Pinnacle Channel, Rupert District
Homfray Creek	2403015	US Crown FS or land covered by water being part of the bed of Homfray Channel, Range 1, Coast District,
Homfray Creek	2403014	UF or land covered by water being part of bed of Homfray Channel, Range 1, Coast Distr.
Humphrey Rock	1409707	UF Nickoli Passage Tribune Channel Range 1 Coast District
Jack (Loughborough 1)	1406566	UF Comox-Strathcona District West Shore Loughborough Inlet 2 km South of Mitchell Point
Jack (Loughborough 1)	1406872	US FS or Land covered by water being part of the bed of Loughborough Inlet, Range 1, Coast District.
Jackson Pass	6406814	US land in Jackson Passage South of Finayson Channel Range 3, Coast District
Kid Bay	6406984	UF, Kid Bay, range 3 Coast District
Kokish	8227322	DL 348, Rupert District 172 ac
Koskimo Bay	1401722	Lot 2287, Rupert District together with US FS, part bed Koskimo Bay, Rupert District
Koskimo Bay	1407621	that parcel of DL 2287, Rupert District, shown outlined on sketch below, containing 0.888 hectares, more or less. No longer exists
Koskimo Bay	1401721	Block C of Section 31, Township 28, Rupert District
Larsen Island	1404249	DL 1495, Range 1 Coast District
Larsen Island	1408560	UF, Range 1 Coast District
Lees Bay (Chancellor)	1401949	UF part bed Chancellor Channel Coast District DL 2503
Lees Bay (Chancellor)	1404614	All that parcel or tract of land situated at West Thurlow Island, Range 1 Coast District
Lime Point	6407840	Range 3, Coast Range 3 Land District, US Crown FS or land covered by water being part of the bed of Sheep Passage
Lime Point	6408111	
Lochalsh	6403484	UF, part bed of Lochalsh Bay, Coast District
Mahatta East	1403748	F/Lot 7619, UF Rupert District
Mahatta West	1406961	UF Rupert District
Markale Pass	1411078	US C FS or land covered by water being part of the bed of Markale Passage, Nootka District
Marsh Bay	1411192	US Crown FS or land covered by water being part of the bed of Marsh Bay, Range 1, Coast District
Marsh Bay	1407749	UF or Part Bed of Queen Charlotte Sound Range 1 Coast District
Mayne Pass	1403715	UF, part bed Mayne Passage Range 1, Coast District
Midsummer Island	1404380	UF part bed of Spring Passage Rge 1, Coast Dist
Midsummer Island	1404678	USFS or land covered by water being part of the bed of Spring Passage, Range 1, Coast Land District,
Midsummer Island	1405292	DL 1452, Range 1, Coast District
Mistake Island	1404780	Lot 1356, UF, Range 1 Coast District
Monday Rocks	1406960	UF Rupert District
Montague Creek	1406293	That part of DL 222, Rupert District
Mound Island	1404264	UF or land covered by water being part of the bed of Indian Channel, Range 1, Coast District
North Shelter Inlet (Tofino)	1406832	UF, part of the bed of Shelter Clayoquot District
Ocean Falls	5406700	Part DL 238A, DL 31 & DL 104 Range 3, Coast District Plan 43994
Ocean Falls	5406670	Those unalienated and unencumbered portions of DLs 31 and 104; together with US FS or land covered by water being part of the bed of Link River, all within Range 3 Coast District
Orchard Bay	1402839	DL 690 and 697, Sayward District
Orchard Bay	1402972	DL 1160, Sayward District
Orchard Bay	1405412	DL 1674, Sayward District
Owen Point (Frederick)	2402924	UF or land covered by water being part of the bed of Frederick Arm, Range 1, Coast District
Phillips Arm	2403170	UF, part bed of Phillips Arm Range 1, Coast District
PHPP (Alpha Processing)	1407965	
Port Elizabeth	1403104	UF, part bed of P. Elizabeth Coast District
Potts Bay	1406655	UF, Range 1 Coast District



Qu\_TenuresInsuranceList

SiteName	TenFile	LegalDescript
Raynor Group	1404089	UF, Range 1 Coast District
Read Island (Hoskyn)	1401611	UF Sayward District
Read Island (Hoskyn)	1402728	DL 1623, Sayward District
Robertson Island	1407822	UF Part Bed of Richards Chnl, Range 1 Coast Dist
Saltspring Island	1401514	DL 654 and Part DL 671 Cowichan District
Sansum Narrows	1406755	Block A of DL 646, Cowichan District
Sansum Narrows	1405114	FS or land covered by water being part of the bed of Sansum Narrows, Cowichan District.
Sansum Narrows	1401063	Lot 646 Cowichan District
Sargeaunt Pass	1403328	UF being part bed of Sargeaunt Passage Range 1 Coast District
Shaw Point (Sunderland)	1406628	UF part bed Sunderland Channel Range 1, Coast District
Sheep Passage	6407839	UF or land covered by water be Sheep Passage, Range 3, Coast
Shelter Bay (Richards Ch)	1407748	UF, part bed Shelter Bay Range 1, Coast District
Shelter Passage (Deserters Grp)	1404091	UF part of Shelter Passage Rge 1, Coast District
Smith Rock	1405184	UF, Range 1 Coast District
Sonora Island (Okisollo)	1403325	DL 1713, Sayward District
Sonora Island (Okisollo)	1403415	DL 1660, Sayward District
Sonora Point (Nodales)	1403144	UF Sayward District
Stelling Hatchery	1408149	DL 395 & 149, Nanaimo District
Swanson Island	1404381	UF, Range 1 Coast District Part Bed Knight Inlet
Swanson Island	1405607	DL 1758, Range 1, Coast DistrictCC Yokohama Bay
Swanson Island	1405293	
Theimer Creek	1401705	That part of Section 1, Township 1, Rupert District
Thorpe Point	1407385	UF, part bed of Holberg Inlet, Rupert District
Thurlow Point (Nodales)	1403300	UF, Range 1 Coast District
Tsulton River Hatchery	8227837	DL 134, Rupert District
Undetermined	1406671	UF or land covered by water being part of the bed of Pinnacle Channel, Rupert District AKA Dixie Cove
Undetermined	6407870	
Upper Retreat	1404379	UF or land covered by water being part of the bed of Retreat Passage, Range 1, Coast District
Victoria Lake	1409830	US FS or land covered by water being part of the bed of Victoria Lake, Rupert District
Victoria Lake	1409831	Block A, District Lot 185, Rupert District.
Wicklow Point	1405183	UF, Fife Sound, Range 1 Coast District
Wicklow Point	1408553	that parcel or tract of land in the vicinity of Wicklow Point, Range 1, Coast District
Young Pass (Nodales)	1405768	USCF or land covered by water being part of the bed of Young Passage, Sayward District



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

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

GST Registration No: R107864738

Your contact is: Barbara Biss

Our file: 1404678

### **TENURE OFFER**

Date FEB 02 2010

MARINE HARVEST CANADA INC.  
124-1334 Island Hwy  
Campbell River, BC V9W 8C9

Attention: Richard Opala

Dear Sir:

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

Your application for a licence for general commercial float residences and storage facilities for fish farm and floats purposes over:

Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District, containing 0.754 hectares, more or less

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

This is to replace Licence No. 107665 which expired January 1, 2010.

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

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

This offer may be accepted by you within 45 days of the date of this offer (unless this deadline is extended in writing by us). To accept this offer, you must complete and

return to us the enclosed acceptance page by that time. If you do not wish to accept this offer, please check the applicable box on the acceptance page and sign and return the page to us so that we may record your rejection of our offer.

# **1. Conditions of Offer**

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

## Monies Payable

You must deliver to us the following amounts:

Licence Fee	*\$	679.68
Replacement Fee	*\$	200.00
GST Total	\$	<u>43.98</u>
<b>Total Fees Payable</b>	<b>\$</b>	<b><u>923.66</u></b>

\* denotes GST payable

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

## Security

According to our records, you are currently covered by a blanket security agreement between the Province and British Columbia Salmon Farmers Association. As long as this agreement is in good standing and you continue to be covered by it, you are not required to post security for this licence unless and until you receive further notice from us.

## Insurance

You must deliver to us a Province of British Columbia Certificate of Insurance for the insurance required to be maintained under the licence. The Certificate must confirm the following:

That you have at your expense purchased the following insurance with insurers licensed to do business in Canada:

- (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and

property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured.

You must also ensure that all insurance required to be maintained by you under the licence is primary and does not require the sharing of any loss by any of the Province of British Columbia insurers.

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 corporation. **Return all copies to us.**

If you sign the licence documents and return them to us within 45 days from the date of this letter (unless this deadline is extended in writing by us), together with each of the items listed in this section, the licence documents will be signed on behalf of the Province. We will then return an executed copy of the licence to you. If the licence documents and each of the items listed in this section are not returned to us within 45 days from the date of this letter, we will be under no further obligation to issue the licence to you and this offer will terminate.

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

By accepting this offer, you agree that:

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

### 3. Your Representations

By accepting this offer, you confirm that:

- (a) You (or your authorized representative) have inspected the Land and are fully aware of its condition.
- (b) You have knowledge of all municipal and regional bylaws regulating the use and development of the Land.
- (c) You acknowledge that you have no right to use or occupy the Land unless and until the licence is issued to you under this offer.
- (d) Your company is incorporated or registered in British Columbia under No. BC0812200 and has the legal capacity to acquire land.

### Freedom of Information

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

Yours truly,



Authorized representative

**Acceptance of Offer of licence**

File No. 1404678

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

Dear Barbara Biss:

**Re: Application for licence**

- ☐ I/We accept the offer of licence made to me/us by way of a letter dated FEB 02 2010 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 FEB 02 2010 from the Ministry of Agriculture and Lands.

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

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

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

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

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

## ADJUDICATION

File No.: 1404678Company/Society No.: \_\_\_\_\_ ☐ Tenant in Common ☐ Joint TenantsSubject to Survey: ☐ Yes ☐ No☒ Offer ☐ Mod Offer ☐ To Obtain Survey ☐ DelayedDocument Type: ☐ Permission ☒ License ☐ Lease ☐ Permit ☐ Stat R/W ☐ \_\_\_\_\_Purpose: general commercial float residences & storage facilities for fish farm & floats. ☐ Documents ReceivedTerm: 10 YearsCommencement Date: 2010-01-01Security \$ \_\_\_\_\_ ☐ on file Blanket \$ \_\_\_\_\_ ☐ ReceivedRental \$ 679.68 ☐ 1<sup>st</sup> Year ☐ Term

Royalty Rate \$ \_\_\_\_\_ per cubic metre Nominal Rent Land Value \$ \_\_\_\_\_

Insurance: \$1,000,000.00 ☐ \$2,000,000.00 ☒ \$ \_\_\_\_\_ ☐ Received**Special Covenants/Limitations**

- |   |  |
|---|--|
| <input type="checkbox"/> Survey may be required 90 days | <input type="checkbox"/> Survey required within 1 year |
| <input type="checkbox"/> Log Handling                   | <input type="checkbox"/> Management Plan on file       |
| <input checked="" type="checkbox"/> Archaeological      | <input type="checkbox"/> Other                         |

BIND TO 1404380 + 1405292**Conditions Precedent – Fees**☐ Received☐ Confirmed Amendment/Application Fee received: \_\_\_\_\_☒ Rent \$ 679.68☐ Occupational Rental \$ \_\_\_\_\_ (from \_\_\_\_\_ to \_\_\_\_\_) Per Diem \$ \_\_\_\_\_☐ Green sheet for Occupational Rent ☐ Approved ☐ To Accounts☒ Replacement Fee (excluding Aquaculture – 50% of Application Fee \$ 200.00  
\$200.00, \$250.00, \$500.00, \$1,650.00**Reminders – upland owner consent, MoTH, blanket sec. clause, etc** ☐ Received☐ **NANWAKOLAS CLEARING HOUSE NOTIFICATION** – EMAIL Dawn Sparks (NRO) when signed documents are uploaded to Tantalus)**CC's**

- |   |                                     |
|---|-------------------------------------|
| <input checked="" type="checkbox"/> Regional District <u>MW</u>           | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> Islands Trust                                    | <input type="checkbox"/>            |
| <input type="checkbox"/> Shellfish Aquaculture Clerk, MAL, Courtenay      | <input type="checkbox"/>            |
| <input type="checkbox"/> Finfish Aquaculture Clerk, MAL, Courtenay        | <input type="checkbox"/>            |
| <input type="checkbox"/> Ministry of Forests, Central Coast, Port McNeill | <input type="checkbox"/>            |

BC Assessment Courtenay  
Rick Deegan, ILMB, Victoria  
Shelley Meadows, DFO, Vancouver  
Other \_\_\_\_\_, BC

TATT due by: \_\_\_\_\_

Replacement due date: \_\_\_\_\_

Adjudicated by PA: BBBisDate: FEB 01 2010

Approved by SPA: \_\_\_\_\_

Date: \_\_\_\_\_



FILE COPY

January 27, 2010

File: 1404678

Chief and Council  
Mamalilikulla-Qwe'Qwa'Sot'Em Band  
c/o Nanwakolas Council  
203 - 2005 Eagle Dr  
Campbell River BC V9H-1V8

Dear Chief and Council:

Re: Replacement of Commercial Licence of Occupation Fronting Cedar Island for  
Marine Harvest Canada

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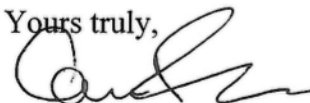
Thank you for your referral response regarding the replacement of Marine Harvest Canada's Licence of Occupation fronting Cedar Island. The adjudication of the replacement included the following consideration to potential significant impacts:

- The purpose of the tenure is for general commercial float residence and storage facilities;
- The Mamalilikulla-Qwe'Qw'Sot'Em Band indicated there were no concerns associated with the subject replacement;
- There is no record of any concerns from other Government Agencies on file;
- The tenure does not overlap or is directly adjacent to any known archaeological sites; and
- The tenure does not convey exclusive use to the licensee .

In consideration of our review, based on information available to the Integrated Land Management Bureau, I am recommending approval for a replacement of this Licence of Occupation for a further ten years.

In you have any questions concerning this matter please do not hesitate to contact me in Nanaimo at 250-751-7278.

Yours truly,



Cameron Bezanson  
Land Technical Officer



FILE COPY

January 27, 2010

File: 1404678

Chief and Council  
Namgis First Nation  
PO Box 210  
Alert Bay BC V0N 1A0

Dear Chief and Council:

Re: Replacement of Commercial Licence of Occupation Fronting Cedar Island for  
Marine Harvest Canada

---

The Integrated Land Management Bureau (ILMB) wrote to you on April 29, 2009, and June 26, 2009, requesting comment on the replacement of Marine Harvest Canada's Licence of Occupation fronting Cedar Island. To date, no comments have been received regarding this specific application.

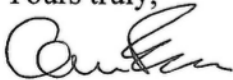
I have reviewed this application with consideration to potential significant impacts:

- The purpose of the tenure is for general commercial float residence and storage facilities;
- There is no record of any concerns from the Namgis First Nation regarding this tenure;
- There is no record of any concerns from other Government Agencies on file;
- The tenure does not overlap or is directly adjacent to any known archaeological sites; and
- The tenure does not convey exclusive use to the licensee.

In consideration of our review, based on information available to ILMB, I am recommending approval for a replacement of this Licence of Occupation for a further ten years.

In you have any questions concerning this matter please do not hesitate to contact me in Nanaimo at 250-751-7278.

Yours truly,



Cameron Bezanson  
Land Technical Officer

FILE COPY

January 27, 2010

File: 1404678

Chief and Council  
Tsawataineuk First Nation  
PO Box 372  
Port Hardy BC V0N 2P0

Dear Chief and Council:

Re: Replacement of Commercial Licence of Occupation Frontier Cedar Island for  
Marine Harvest Canada

---

The Integrated Land Management Bureau (ILMB) wrote to you on April 14, 2009, and June 26, 2009, requesting comment on the replacement of Marine Harvest Canada's Licence of Occupation fronting Cedar Island. To date, no comments have been received regarding this specific application.

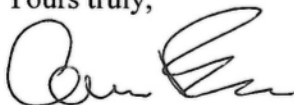
I have reviewed this application with consideration to potential significant impacts:

- The purpose of the tenure is for general commercial float residence and storage facilities;
- There is no record of any concerns from the Tsawataineuk First Nation regarding this tenure;
- There is no record of any concerns from other Government Agencies on file;
- The tenure does not overlap or is directly adjacent to any known archaeological sites; and
- The tenure does not convey exclusive use to the licensee.

In consideration of our review, based on information available to ILMB, I am recommending approval for a replacement of this Licence of Occupation for a further ten years.

In you have any questions concerning this matter please do not hesitate to contact me in Nanaimo at 250-751-7278

Yours truly,



Cameron Bezanson  
Land Technical Officer

## LAND USE REPORT

VI - LAND MGMNT - VANCOUVER ISLAND SERVICE REGION

<b>File:</b>	1404678	<b>Inspected Date:</b>	N/A
<b>Reported By:</b>	Cameron Bezanson	<b>Report Date:</b>	January 25, 2010
<b>Phone Number:</b>	250-751-7278	<b>Complexity Level:</b>	No Data Found
<b>Applicant:</b>	MARINE HARVEST CANADA INC. 124-1334 Island Hwy Campbell River, BC V9W 8C9		

**Decision:** The application is allowed.

<b>Application Type:</b>	Replacement	<b>LMM Policy:</b>	Commercial
<b>Purpose:</b>	Commercial	<b>Sub-Purpose:</b>	Commercial A
<b>Type:</b>	Licence	<b>Sub-Type:</b>	Licence Of Occupation
<b>Commencement Date:</b>	ASAP (January 1, 2010)	<b>Term:</b>	10 Years
<b>Purpose Statement:</b>	General Commercial float residences and storage facilities for fish farm and float purposes		

<b>BCGS Map Sheet:</b>	92L067
<b>Air Photo No.:</b>	No Record Found
<b>Application Area:</b>	0.754 Ha.
<b>Recommended Area:</b>	0.754 Ha.
<b>Location:</b>	Cedar Island, East of Malcolm Island

<b>Legal Description:</b>	Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District, shown outlined on sketch below, containing 0.754 hectares, more or less
---------------------------	---

<b>Referral Agencies/ Analysis:</b>	
Namgis First Nation: Responded to the replacement referral without any specific concerns associated with this file.	
Tsawataineuk First Nation: Two requests for comment were not returned.	
Mamilikulla-Qwe'Qwa'Sot'Em Band: Indicated that they have no concerns associated with the subject replacement.	

<b>Clearance and Other Conflicts:</b>	No conflicts on the associated file.
---------------------------------------	--------------------------------------

<b>Site Information:</b>	There is little evidence of diligent use on the subject file as there is no aerial photography nor is there any evidence of any recent site visits. There most recent evidence of diligent use is from 1996 that shows a walkway on pilings and a gangway attached to a float with sheds. The improvements would be consistent with purpose statement in the contract. BCAA has improvement value on their assessment roll. Taking into account the above information it is reasonable to assume diligent use is being demonstrated.
--------------------------	--

**Commentary:** Recommend offer a replacement tenure for the subject licence of occupation with the following:

- Insurance \$1,000,000
- Security \$2500 covered by BCSFA
- Rental of \$680 per annum
- Review in 5 years

- As per previous document please tie subject tenure to files 1404380 and ~~1404678~~ 1405292



Land Use Report  
Worksheets

Principle Based  
Decision Making Tool



**Appraisal/Rental Calculations**

Land Value: \$9,062.50 Value type: In House Appraisal Date: Jan 25, 2010  
 Rental Amount: \$679.50 per annum  
 Next review date: 2015  
 Rate: N/A  
 Purchase Price: \$0.00  
 Occupational Rent: \$0.00 for period from to  
 # Communication uses: 0  
 Royalty Rate (\$/m<sup>3</sup>): \$0.00 per cubic metre

**Calculations/Comments:**

The subject exist within the Commercial A policy.

As the per the new rental structure of ancillary aquaculture tenures on the upland \$50,000

$\$50,000 \times 0.25 \times 0.7250 = \$9062.50$  land value

$\$9062.50 \times 7.5\% \text{ Commercial A} = \$679.68$  per annum



CR Rental  
calculations



Timber appraisal

**Disposition Requirements**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Insurance - comprehensive only: \$1,000,000.00                            |  |
| <input type="checkbox"/> Survey Required - LWBC Pays for boundary survey. Survey due in 12 months.            |  |
| <input type="checkbox"/> Removal required from Provincial Forest  |  |
| <input type="checkbox"/> Upland Owner Consent required for  |  |
| <input checked="" type="checkbox"/> Performance Bond: \$2,500.00  | <input type="checkbox"/> Management Plan required              |
| <input type="checkbox"/> Prospectus required  | <input type="checkbox"/> Contaminated Site Evaluation required |
| <input type="checkbox"/> A.L.R. inclusion   | <input type="checkbox"/> Proof of Advertising required         |
| <input type="checkbox"/> Agricultural Eligibility Report required   | <input type="checkbox"/> Quit Claim required                   |
| <input type="checkbox"/> Archaeological Impact Assessment(AIA) required                                       |  |
| <input type="checkbox"/> Rezoning to by (Local Government Name).  |  |
| <input type="checkbox"/> Land Reserve Commission approval required for removal from Agricultural Land Reserve |  |
| <input type="checkbox"/> Other/Comments:  |  |

**Covenants (Cient must ....)**

- ☐ Consolidate with  
☐ Improvements per purpose  
☐ Dispose of Raw Sewage  
☐ Store Hazardous Products  
☐ Use Toxic Construction Materials

- ☐ Aquatic – Not Deposit  
☐ Public - River Bank Water body:  
☒ Archaeological Site Notice  
☐ Fencing: No Fencing  
☐ Changes to existing improvements  
☐ Setback and Elevation Metric) -  
☐ Floodplain setbacks m Hor. m Vert (water body)  
☐ Must have a Guide Outfitter License  
☐ Restore Surface Soil  
☐ Survey may be required  
☐ Health Covenant  
☐ Access by Water Only  
☒ Other/Comments:

1405292

\*\*\*\*Site to be tied to fish farm operations under file 1404380 (fish Farm) and 1404678 (adjacent upland)

### Limitations (Client agrees ...)

- ☐ Aquatic - Not Dredge  
☐ Aquatic - No Diversion  
☐ Aquatic - Pile Driver Only  
☐ Temporary Shelter – Foul Weather  
☐ Moorage - No Residence  
☐ Notice – Access To Maintain  
☐ Prohibition of Log Storage  
☐ Waiver of claim for compensation  
☐ Hydro Electric Project  
☐ Flooding – Engineering Report  
☐ Prior Rights - SRW Name: Works:  
☐ Prior Rights - Trapline Name: Period:  
☐ Prior Rights - Works Name: Works:  
☐ Prior Rights - Dyke Operator: Water body:  
☐ Prior Rights - Generic Name  
☐ Easement through  
☒ Cross-cancellation binding tenures Legal: 2 tenures - see front of report.  
☐ Other/Comments:

### Client Responsibilities

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

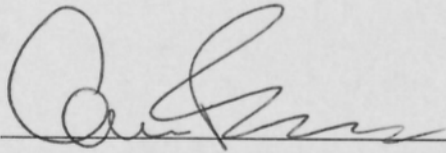
**Reminders**

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

**Attachments**

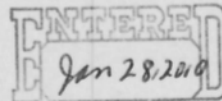
- |   |   |
|---|---|
| <input type="checkbox"/> Sketch   | <input type="checkbox"/> Reasons For Decision |
| <input checked="" type="checkbox"/> Aboriginal Interest Assessment Report | <input type="checkbox"/> Clearance            |
| <input type="checkbox"/> Photograph(s)                          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

Signature:



Date:

Jan 26/2010



D. Bunn

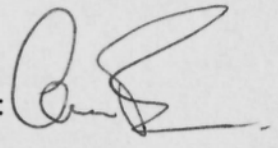


# ABORIGINAL INTEREST CONSIDERATION REPORT REPLACEMENT TENURES

Date: **January 26, 2010**

File: **1404678**

Report Completed By: **CJ Bezanson**

Signature: 

## 1. FIRST NATION REFERRALS

Was this file referred to First Nations, either as a stand alone referral or as part of a Batch Replacement Referral Process? (check specific First Nation(s) ORCS file if referral information not on tenure file) **yes**

- If **Yes**, continue with report.
- If **No**, initiate referrals and consultation.

## 2. FIRST NATIONS REFERRAL RESPONSES

First Nation	Nature of Response(s) Regarding Specific File			
	No response	No objection	General Objection	Specific Objection
Namgis	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tsawwaitaineuk FN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mamalilikilla -QQE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### 3. ANALYSIS

Did the First Nation respond to the referral with a specific objection related to the tenure? **No**

- If **Yes**, can the issue be mitigated through provisions in the new tenure document? (for example, inclusion of archaeological sites proviso, no live-aboard, no fuel storage, etc.)
- If **No**, continue with report.

Is there information on file documenting a previous First Nation concern regarding the tenure? **No**

- If **Yes**, can the issue be mitigated through provisions in the new tenure document? (for example, inclusion of archaeological sites proviso, no live-aboard, no fuel storage, etc.)
- If **No**, continue with report.

Is the tenure being diligently used? (i.e., are there improvements consistent with the use of the tenure for the approved purpose)? **Yes**

- If **Yes**, proceed with report;
- If **No**, consider whether disallowance is indicated. May require further communication with tenure holder.

Is the nature of the tenure such that the current use is highly likely to continue in the same manner as it is currently? For example: investigative permits with no improvements or with minor improvements that will not change, small parcel residential and recreational tenures, particularly those in subdivisions and private moorage. **Yes**

- If **Yes**, continue with report
- If **No**, consider the potential for impact on First Nations interests resulting from the ongoing use of the tenure.

Is the nature of the tenure such that the ongoing use of the tenure (if replaced) could have impacts significantly beyond the tenure boundaries? **No**

- If **Yes**, consider nature of impacts and potential need for further consultation
- If **No**, continue with report

Could the ongoing use of the tenure (if replaced) result in significant new development with a potential to impact First Nations' interests? **No**

- If **Yes**, consider nature of impacts and potential need for further consultation
- If **No**, continue with report

Do any archaeological sites directly overlap the tenure boundaries? (consult RAAD) **No**

- If **Yes**, consider whether there is a strong likelihood of further development that could impact the site, consider possible mitigation measures and include the archaeological site proviso in any the new tenure document. Consider scope and scale of potential impact (e.g., size of tenure area and nature of ongoing use).
- If **No**, continue with report

#### 4. RECOMMENDATIONS

- ☒ No issues identified. Complete land report notify First Nation of decision.
- ☐ Issues identified and no mitigation readily apparent. Provide details of issue(s) and rationale for recommendation:
- Send First Nation(s) follow up referral with 15 – 30 day response time (timeframe dependent on the nature of the issue).
- ☐ Significant issue(s) identified requiring full referrals and consultation.

#### 5. COMMENTS

Add comments: **The MFN and the NFN have no concerns associated with the subject file. The Tsawataineuk First Nation did not respond to the request for comment.**

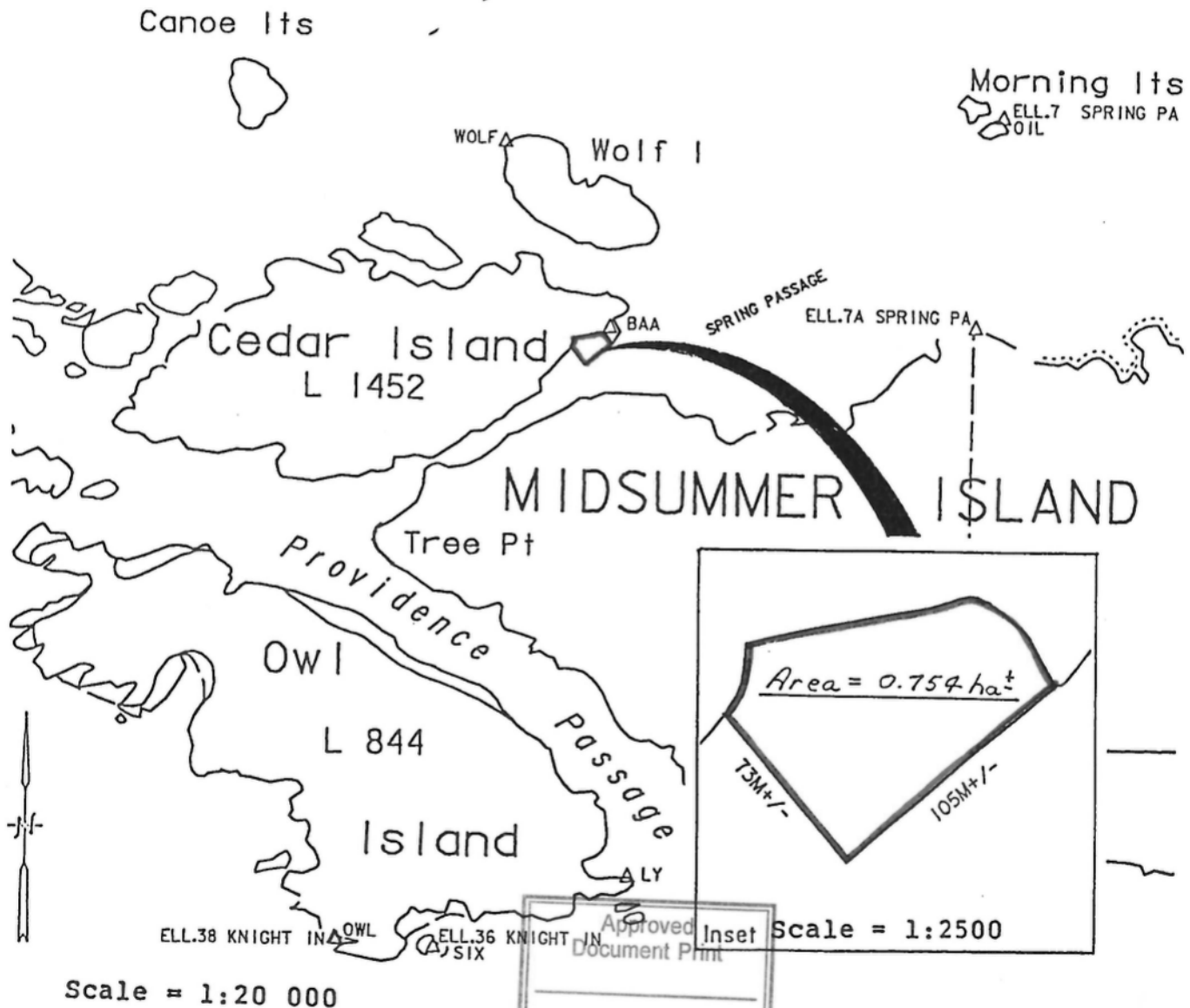
**The risk for infringement of aboriginal rights and title is considered low and no follow up to the TFN is recommended. As the tenure's improvements consist of a gangway and float there is little direct impact to the intertidal area. As there is little impact the risk of impacting aboriginal hunting and gathering area is small. Furthermore, the size of the improvements would not significantly restrict any FN from hunting or gathering.**

**The subject file also has demonstrates little risk associated with aboriginal title as the tenure exist completely of intertidal and submerged land. As there is no archaeological sites in the direct area it would difficult to prove continual use.**

**It is the recommendation of the report to clear the subject file of any concerns associated with the replacement and offer a new tenure to the licensee.**

## LEGAL DESCRIPTION SCHEDULE

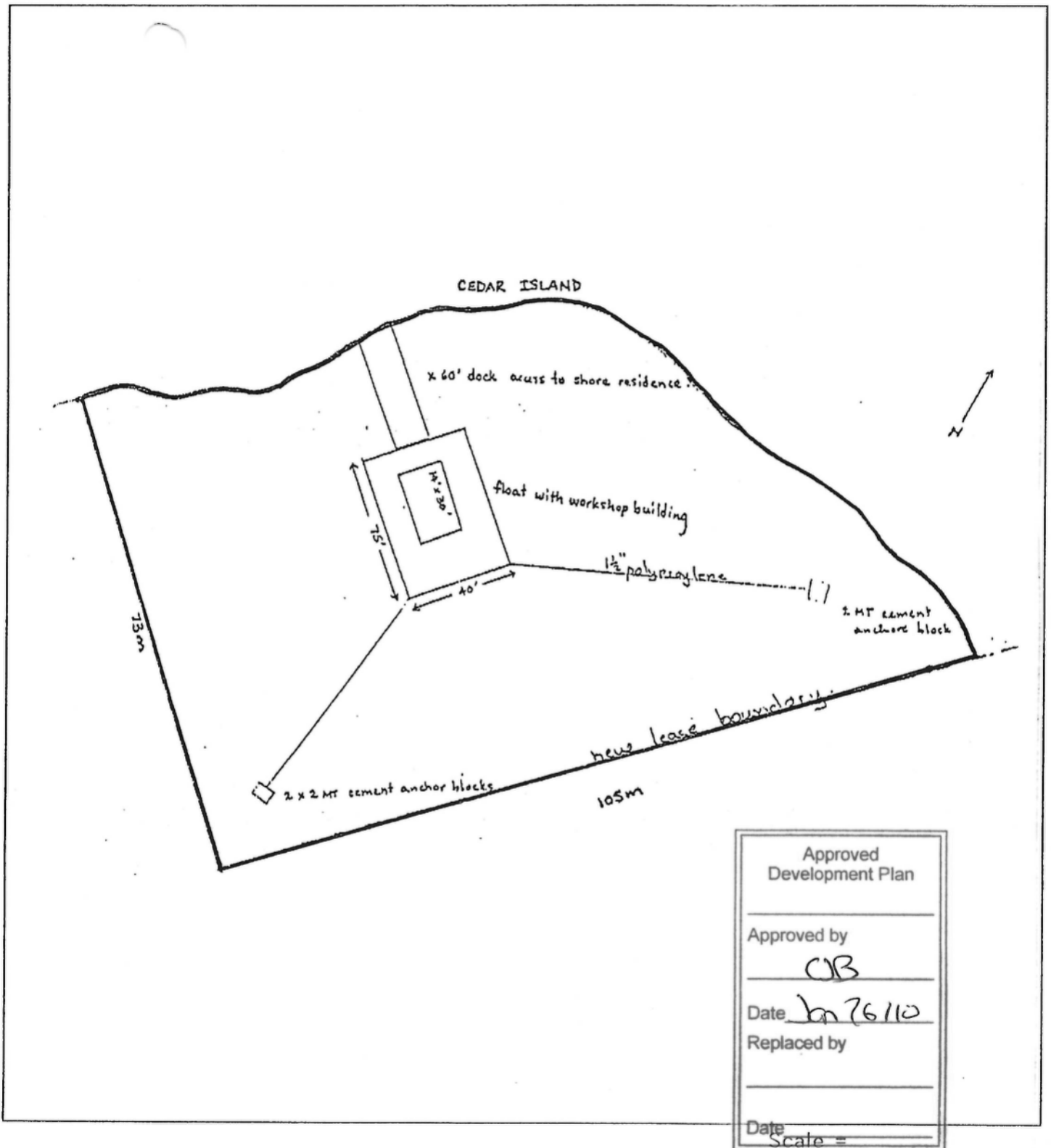
Unsurveyed foreshore or land covered by water being part of the bed of Spring Passage, Range 1, Coast District, shown outlined on sketch below, containing 0.754 hectares, more or less.



Approved by \_\_\_\_\_  
Date 26/10  
Replaced by \_\_\_\_\_  
Date \_\_\_\_\_

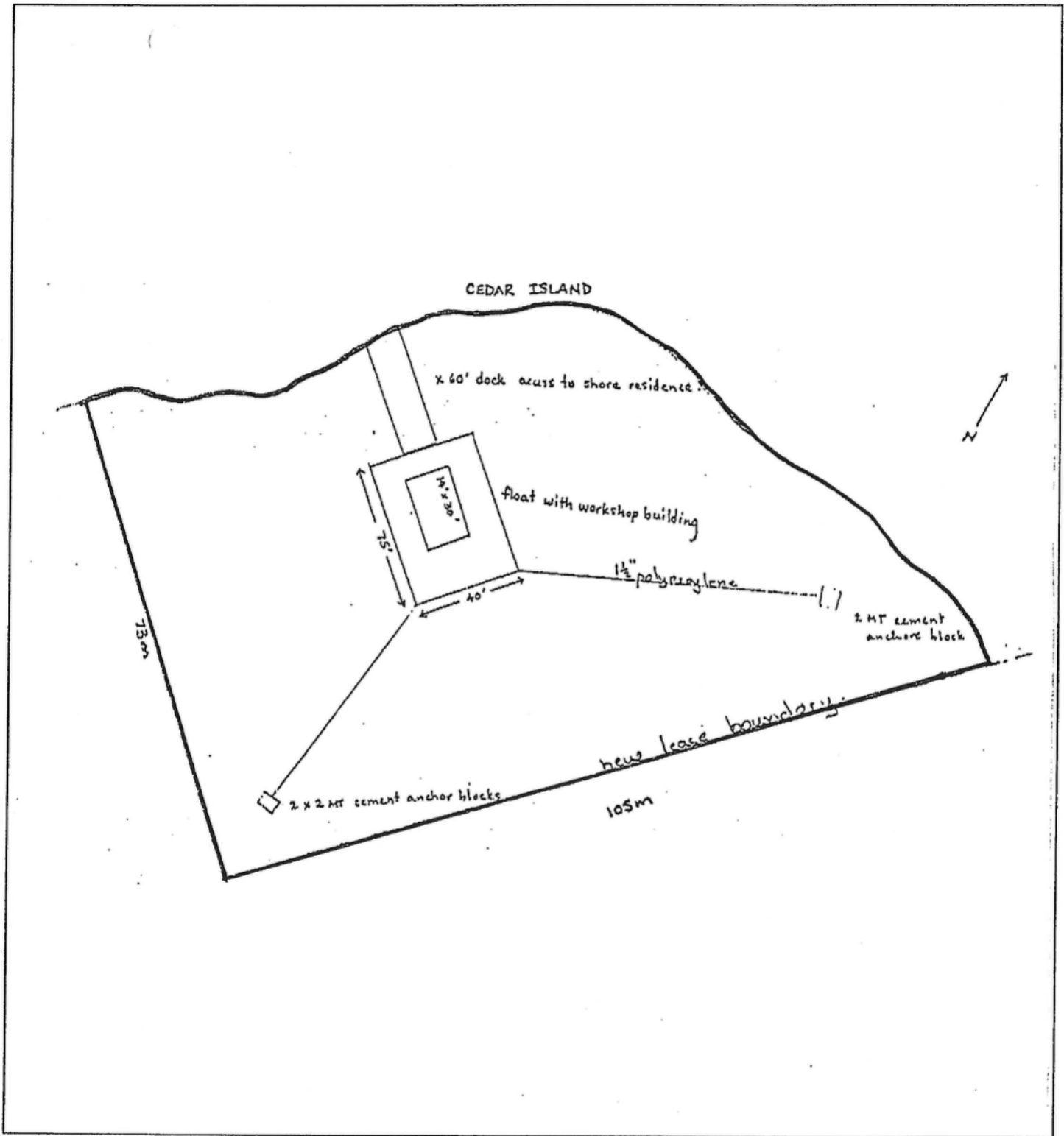
Legal Description Schedule

File No. 1404678



Legal Description Schedule

File No. 1404678



Scale =

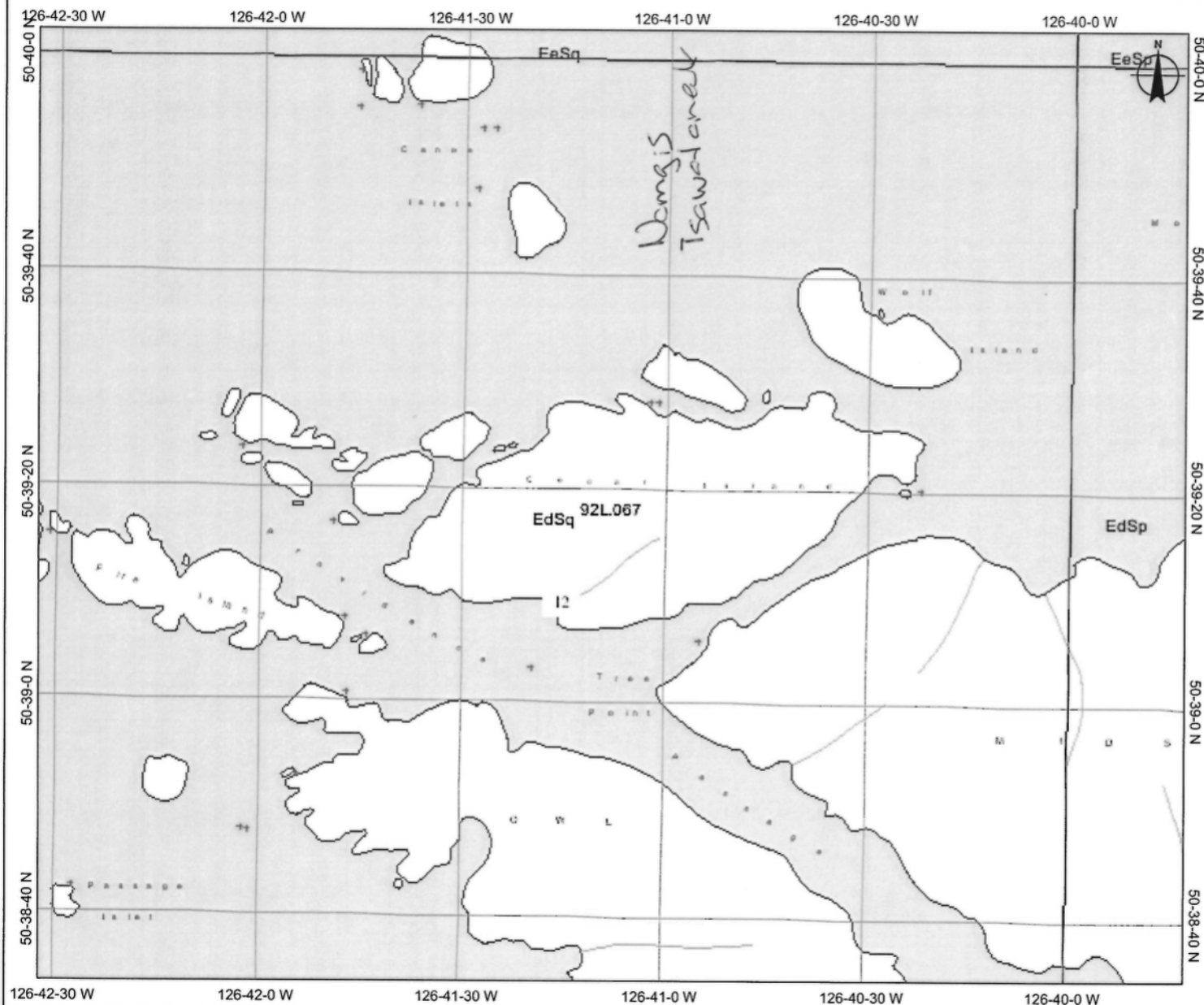
Page 295 to/à Page 296

Withheld pursuant to/removed as

s.3



# RAAD Mapping



## Legend

### Archaeology Site Labels

- Historic Places
- Archaeology Sites
- Borden Grid
- Indian Reserves - Colour Filled
- BCGS 20K GridClass
- Annotation (1:20K)
- Transportation - Points (1:20K)

- Helped
- Water - Points (1:20K)

- Rapids
- Dem
- Flooded Land - Inundated
- Marsh
- Swamp
- Sand/Gravel Bar
- Flow Arrow
- Arrowhead
- Island - Definite
- Island - Position Approximate
- Water Level
- Sinkhole

### Transportation - Lines (1:20K)

- Airfield
- Airport
- Airstrip
- Airport/Abandoned
- Ferry Route
- Road (Gravel Undivided) - 1 Lane
- Road (Gravel Undivided) - 2 Lanes
- Road (Gravel Undivided) - UIC - 1 Lane
- Road (Gravel Undivided) - UIC - 2 Lanes
- Road (Paved Divided) - Not Elevated - 1 Lane Each Way
- Road (Paved Divided) - Not Elevated - 2 Lanes Each Way
- Road (Paved Divided) - UIC - Not Elevated - 2 Lanes Each Way
- Road (Paved Undivided) - Not Elevated - 1 Lane
- Road (Paved Undivided) - Not Elevated - 2 Lanes
- Road (Paved Undivided) - Not Elevated - 4 Lanes
- Road (Paved Undivided) - UIC - Not Elevated - 4 Lanes
- Road (Unimproved)
- Cut (Roadway)
- Embankment/Fill (Roadway)
- Trail
- Bridge - Foot
- Bridge - Trestle
- Tunnel
- Bridge

0 250 500 m.

Scale: 1:17,086

Printed On: 25-Jan-2010 3:53:58 PM

Datum/Projection: NAD83, Abers Equal Area Conic

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CAUTION: Maps obtained using this site are not designed to assist in navigation. These maps may be generalized and may not reflect current conditions. Undiscovered hazards may exist. DO NOT USE THESE MAPS FOR NAVIGATIONAL PURPOSES.



# Detailed Site Report

**Borden Number:** EdSq-12**Site Name**

Site Name

Temporary Number

**NTS Reference**

Mapsheet Number

s.18

**Map Reference**

Lat

Long

Easting

Northing

UTM Zone

Spatial Accuracy

s.18

Site Map (Rough)

**Location**

Description

s.18

Site Access

**Legal Description**

Legal Type

Legal Number

Legal Description

**Typology**

Typology

PRECONTACT,Cultural Material,Subsurface,Shell Midden

**Feature**

Depth: From

Depth: To

Length

Width

Heigh Tag

Thickness

Depth

Diameter

Stratum Description

Shape

Slope

Orientation

Species

Side

**Feature List**

Description

**Archaeological Culture**

Description

**Date**

Unadjusted

Unadjusted Var

Adjusted Var

Adjusted

Remarks

To date

To date  
qualifierTo date  
calendar

From date

From date qualifier

From date calendar

Method

Source

Remarks

**Site Dimensions**

Length

Width

9

3

**Disturbance**

Percent Intact

Condition

Status

Factor

History

Date

# Detailed Site Report

## Condition

### Description

## Environmental

Elevation (GIS): upper	Elevation (GIS): lower	Elevation (user): lower	Elevation (user): upper	Comments
4016	-19	1	1	

## Site Visit

Site Visit Type	Date Affl Permit
Recording	13-JUN-68,U of Victoria,1968,15

### Description

UVic Summer Investigations. Site was recorded under this permit, but not mentioned specifically in report

## Site Visit Team

### Person Name

Brown, Anthony  
Mitchell, Donald H.

## Site Visit Roles

### Person Role

Permit Holder  
Recorder  
Reporter

## Cultural Material

Type	Status Det Desc Rep	Date	Location
------	---------------------	------	----------

## Reference

### Author Title

Mitchell, Donald H.,Turnbull, Chris,1968-015, Archaeological Investigations, Summer, 1968

## Tenure

Government Level	Legal Instrument	Protection Type	Reference Numbe	Startdate	Description
------------------	------------------	-----------------	-----------------	-----------	-------------

## Authority

Type	Subtype	Agency Name	Remarks
GIS LandDistricts		Range 1 Coast District	
GIS ProvincialParks	Park	Broughton Archipelago Marine	
GIS RegionalDistrict		Mount Waddington	

## Remarks

### Dated Remarks

SHELL MIDDEN, NO IMMEDIATE ACTION.

Mamalilikulla-Qwe'Qwa'Sot'Em Band  
1441 A Old Island Hwy., Campbell River, B.C., V9W 2E4  
Ph (250) 287-2955 Fax (250) 287-4655 tf 1-888-287-2955  
[viband@telus.net](mailto:viband@telus.net)

December 3, 2009

West Coast Land Referrals  
Integrated Land Management Bureau  
142 - 2080 Labieux Rd  
Nanaimo BC  
V9T6J9  
Email: [WestCoast.LandReferrals@gov.bc.ca](mailto:WestCoast.LandReferrals@gov.bc.ca)

Re: 1st Quarter 2010 ILMB Tenure Replacements

West Coast Land Referrals,

As intended by the Creator, we are the First Peoples of this land. It is our responsibility and priority to care for the land, water, air and resources for our people today and future generations yet to come.

We have reviewed the 1<sup>st</sup> Quarter 2010 ILMB Tenure Replacements that are within our Territory. We have no concerns regarding the following

CROWN LAND	TENURE EXP	TENURE SUB	PROPONENT
1404678	January 1, 2010	LICENCE OF OCCUPATION	STOLT SEA FARM INC.
1402872	March 31, 2010	LICENCE OF OCCUPATION	BASE DEVELOPMENT INC.

We reserve the right to raise objections if any cultural use or archaeological sites are identified when the project is being carried out or if we discover impacts on our rights or interests that we had not foreseen.

Gilakas'la,



Chief Harold Sewid  
Mamalilikulla Qwe'Qwa'Sot'Em First Nation

# INVOICE

Bank Copy

## PAYMENT REMITTANCE ADVICE

CLIENT NO.	s.17	BILLING DATE	24-Nov-2008	DUE DATE	01-Jan-2009	INVOICE AMOUNT	\$797.04
------------	------	--------------	-------------	----------	-------------	----------------	----------

Disposition No.: 156066

Please send payments to our lockbox address:

Province of British Columbia  
Ministry of Agriculture and Lands  
AR Land Section  
PO Box 34096 STN D  
Vancouver BC V6J 4M1

MARINE HARVEST CANADA INC

s.17

000320

s.17



Invoice No.: 500766

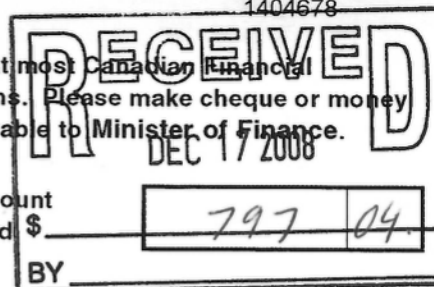
File No.: 1404678

Payable at most Canadian Financial  
Institutions. Please make cheque or money  
order payable to Minister of Finance.

Amount

Paid \$

BY



TELLER STAMP HERE

RECEIVED  
DEC 17 2008

No marks or paid stamps to appear below this line.

THIS CHEQUE CONTAINS A MICROLINE BORDER AND SECURITY FEATURES

**MARINE HARVEST CANADA INC.**

#124 - 1334 ISLAND HIGHWAY  
CAMPBELL RIVER, BC V9W 8C9  
TEL. (250) 286-1599

**HSBC BANK CANADA**  
1000 SHOPPERS ROW, TEL. (250) 286-0011  
CAMPBELL RIVER, BC V9W 2C6

NO.

230552

December 10, 2008

\*\*\*\*\*25,395.58

\$

PAY \*\*\*\* TWENTY FIVE THOUSAND THREE HUNDRED NINETY FIVE AND 58/100

TO  
THE  
ORDER  
OF

Minister Of Finance  
Suite 142  
2080 Labieux Road, Nanaimo, BC  
V9T 6J9

MARINE HARVEST CANADA INC.

PER

PER

s.21

**MARINE HARVEST CANADA INC.**

230552

December 10, 2008

Invoice Being Paid	Document Date	Vendor Name	Amount	Discount	Net Amount
500756	11/24/08	Minister Of Finance AR Land Section	7,469.58	0.000	7,469.58
500762	11/24/08	Minister Of Finance AR Land Section	13,250.28	0.000	13,250.28
500763	11/24/08	Minister Of Finance AR Land Section	739.20	0.000	739.20
5000766	11/24/08	Minister Of Finance AR Land Section	797.04	0.000	797.04
500839	11/24/08	Minister Of Finance AR Land Section	3,139.48	0.000	3,139.48

RECEIVED

DEC 6 2008

Ministry of Agriculture & Lands  
Integrated Land Management Bureau  
Coast Region

Total

25,395.58



# Invoice

G.S.T.# R107864738

**Province of British Columbia - Ministry of Agriculture and Lands**

Ste 142 - 2080 LABIEUX ROAD

NANAIMO BC V9T 6J9

250 751-7276

MARINE HARVEST CANADA INC

124-1334 ISLAND HWY

CAMPBELL RIVER BC V9W 8C9

Invoice Number: 500766

File Number: 1404678

Your Reference Number:

Document Number: 107665

Billing Date: NOV-24-2008

Run Date: NOV-25-2008

**DUE DATE: JAN-01-2009**

Disposition No: 156066

Legal Description: Unsurveyed Crown foreshore or land covered by water being part of the bed of Spring Passage, Range 1, C

Location: CEDAR ISLAND

Purpose: COMMERCIAL

**Do Not Send Cash in the Mail****Transaction Description**Annual Rent: Land Value Base  
GST**Transaction Amount**759.09  
37.95

Interest will be charged on overdue accounts.

A service fee of \$20.00 will be charged for dishonoured cheques.

Your cancelled cheque is your receipt.

**Invoice Amount: \$797.04**

(Tear Along Perforated Line)

Client Number	s.17	Billing Date	NOV-24-2008	Due Date	JAN-01-2009	Invoice Amount	\$797.04
---------------	------	--------------	-------------	----------	-------------	----------------	----------

Disposition No.: 156066

**Please remit this Part when making Payment****Please make Cheques Payable to:  
Minister of Finance**

Invoice Number: 500766

File Number: 1404678

**Province of British Columbia - Ministry of Agriculture and Lands**

Ste 142 - 2080 LABIEUX ROAD

NANAIMO BC V9T 6J9

MARINE HARVEST CANADA INC

Please Indicate  
Change of Address ☐Amount  
Paid:

1404678

THIS CHEQUE CONTAINS A MICROLINE BORDER AND SECURITY FEAT

**MARINE HARVEST CANADA INC.**

#124 - 1334 ISLAND HIGHWAY  
CAMPBELL RIVER, BC V9W 8C9  
TEL. (250) 286-1599

**HSBC BANK CANADA**  
1000 SHOPPERS ROW, TEL. (250) 286-0011  
CAMPBELL RIVER, BC V9W 2C6

NO.

220145

January 14, 2008

\*\*\*\*\*1,536.24

\$

PAY \*\*\*\* ONE THOUSAND FIVE HUNDRED THIRTY SIX AND 24/100

TO  
THE  
ORDER  
OF

Minister Of Finance  
Suite 142  
2080 Labieux Road, Nanaimo, BC  
V9T 6J9

MARINE HARVEST CANADA INC.

PER

PER

s.21

**MARINE HARVEST CANADA INC.**

220145

January 14, 2008

Invoice Being Paid	Document Date	Vendor Name	Amount	Discount	Net Amount
480334	01/22/07	Minister Of Finance	739.20	0.000	739.20
480231	11/22/07	Minister Of Finance	797.04	0.000	797.04

Ministry of Agriculture & Lands  
Integrated Land Management Bureau

JAN 18 2008

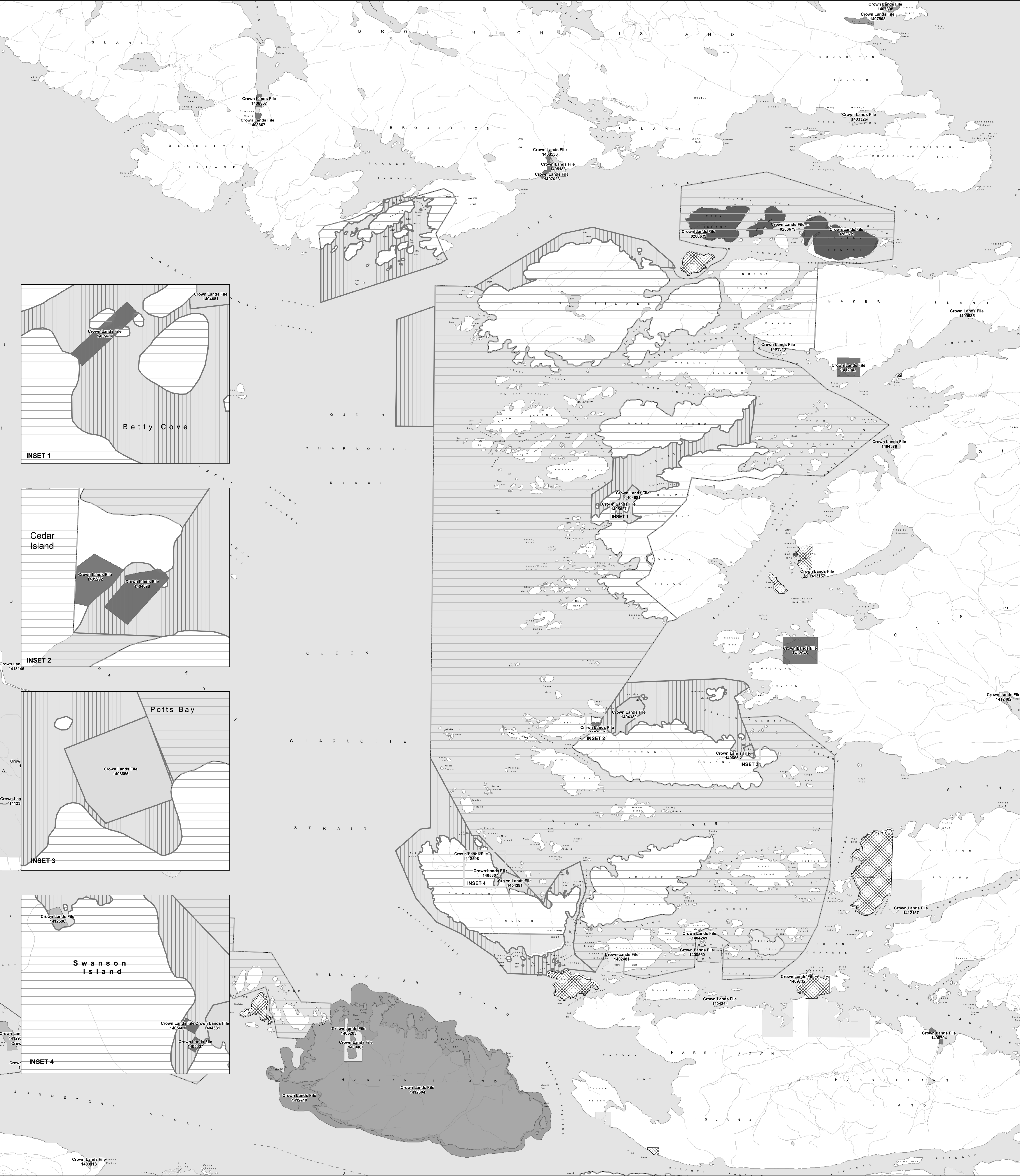
**RECEIVED**  
Coast Region

**Total 1,536.24**

**RECEIVED**  
JAN 21 2008  
\$ 797.04  
BY 480231



# Broughton Archipelago Marine Park and Conservancy: Proposed Marine Boundary



**Created By:**

 **Ministry of Natural Resource Operations**

 Proposed Marine Boundary

 Existing Provincial park

 Existing Conservancy

 Indian Reserves

 Private Land

**Crown Tenures by Purpose**

 Other	 Industrial
 Agriculture	 Institutional
 Alpine Skiing	 Miscellaneous Land Uses
 Aquaculture	 Pre-Tantalis
 Commercial	 Quarrying
 Commercial Recreation	 Residential
 Communication	 Transportation
 Community	 Utility
 Energy Production	 Waterpower
 Environment Conservation and Recr	 Windpower
First Nations	



0 1 2 4 6 8

Kilometers

# Broughton Archipelago Conservancy Marine Additions - Tenure Information (April 2010)

Crown Land File	Status	Tenure Purpose	Tenure Expiry Date	Tenure Location	ILMB Recommendation
1404249	Good	COMMERCIAL	2018-12-30	MADRONA ISLAND	Is an upland tenure and should have no bearing on a marine addition.
1404380	Expired*	AQUACULTURE		MIDSUMMER ISLAND, SPRING PASSAGE	Fin Fish Aquaculture - contact MAL for further comments
1404381	Expired*	AQUACULTURE		SWANSON ISLAND	Fin Fish Aquaculture - contact MAL for further comments
1404678	Good	COMMERCIAL	2020-01-01	CEDAR ISLAND	For the purpose of general float residence and storage facilities for fish farm and float purposes. Recommend tenure be transferred to a PUP.
1404681	Expired*	AQUACULTURE		BONWICK ISLAND	Fin Fish Aquaculture - contact MAL for further comments
1405292	Good	COMMERCIAL	2012-06-01	CEDAR ISLAND	Is an upland tenure and should have no bearing on a marine addition.
1405293	Expired**	COMMERCIAL		SWANSON ISLAND	Is an upland tenure and should have no bearing on a marine addition.
1405400	Expired**	COMMERCIAL		BONWICK ISLAND	Is an upland tenure and should have no bearing on a marine addition.
1405607	Good	COMMERCIAL	2010-09-29	YOKOHAMA BAY	Recently replaced commercial dock that is considered ancillary to a Fin Fish Aquaculture Facility. Recommend that tenure be transferred to a PUP.
1405627	Good	COMMERCIAL		BONWICK ISLAND	Commercial wharf for an upland ancillary fin fish aquaculture residence. Recommend tenure be transferred to a PUP.
1406655	Good	AQUACULTURE	2025-04-01	MIDSUMMER ISD.	Fin Fish Aquaculture - contact MAL for further comments
1412598	Good	COMMERCIAL	2015-07-01	SWANSON ISLAND	Floating cabin for adventure tourism. Recommend transfer to PUP

\*MAL is currently completing FN consultation to replace tenures

\*\*Are on the upland not foreshore

Good - Disposition in Good (Tenure is active)

Expired - The tenure's term has lapsed and a work item is required

BRING TO MARCO

**Peemoeller, Marco FLNR:EX**

---

**From:** Peemoeller, Marco FLNR:EX  
**Sent:** Monday, September 19, 2011 4:25 PM  
**To:** Morley, Gary FLNR:EX  
**Cc:** Evans, Kathy FLNR:EX; Cheesman, Sean AGRI:EX; Moore, Linda FLNR:EX  
**Subject:** FW: Broughton commercial tenures

Hi Gary,

if more than 1 volume bring all.

Do you have records you can provide for the last consultations letters being sent on the following files? These are "Aquaculture Related" upland tenures under renewal within the Broughton Archipelago Conservancy being converting from tenure to PUP and un-surveyed foreshore (still under discussion with Ministry of Environment). We are trying to track down consultation records for MoE. Thanks, Marco.

#### Upland Tenures

1405400  
1405293  
1405292

#### UNSURVEYED FORESHORE

1405627  
1405607 (2 polygons)  
1404678

---

**From:** Evans, Kathy FLNR:EX  
**Sent:** Monday, September 19, 2011 3:41 PM  
**To:** Peemoeller, Marco FLNR:EX  
**Cc:** Cheesman, Sean AGRI:EX  
**Subject:** RE: Broughton commercial tenures

I am pretty sure that only the Nanaimo office engaged in consultations wrt commercial tenures. I understand that Gary Morley batches the upcoming expiring tenures and refers them to the applicable FNs. If no response, apparently a follow up letter is sent. If responses are received, they are to be dealt with by the land officer.

Having said that, on these particular files concerns may have been raised during consultation on associated deep water sites, so it may be worth getting the land file numbers for those sites and checking our records here in Courtenay (we can start with e-licensing/ALRAS and then the hard file if necessary).

K.



MARCO

don't use

COPY

Upland Tenner

140 5400 - Blanks Record

140 5293 - ~~Blanks Record~~ completes -

140 5292 - { Blanks & Double Record? }

cancelled / Insurance

cancelled / Insurance

For Filing

Unsurveyed Forshore

140 5627

140 5607

140 4678

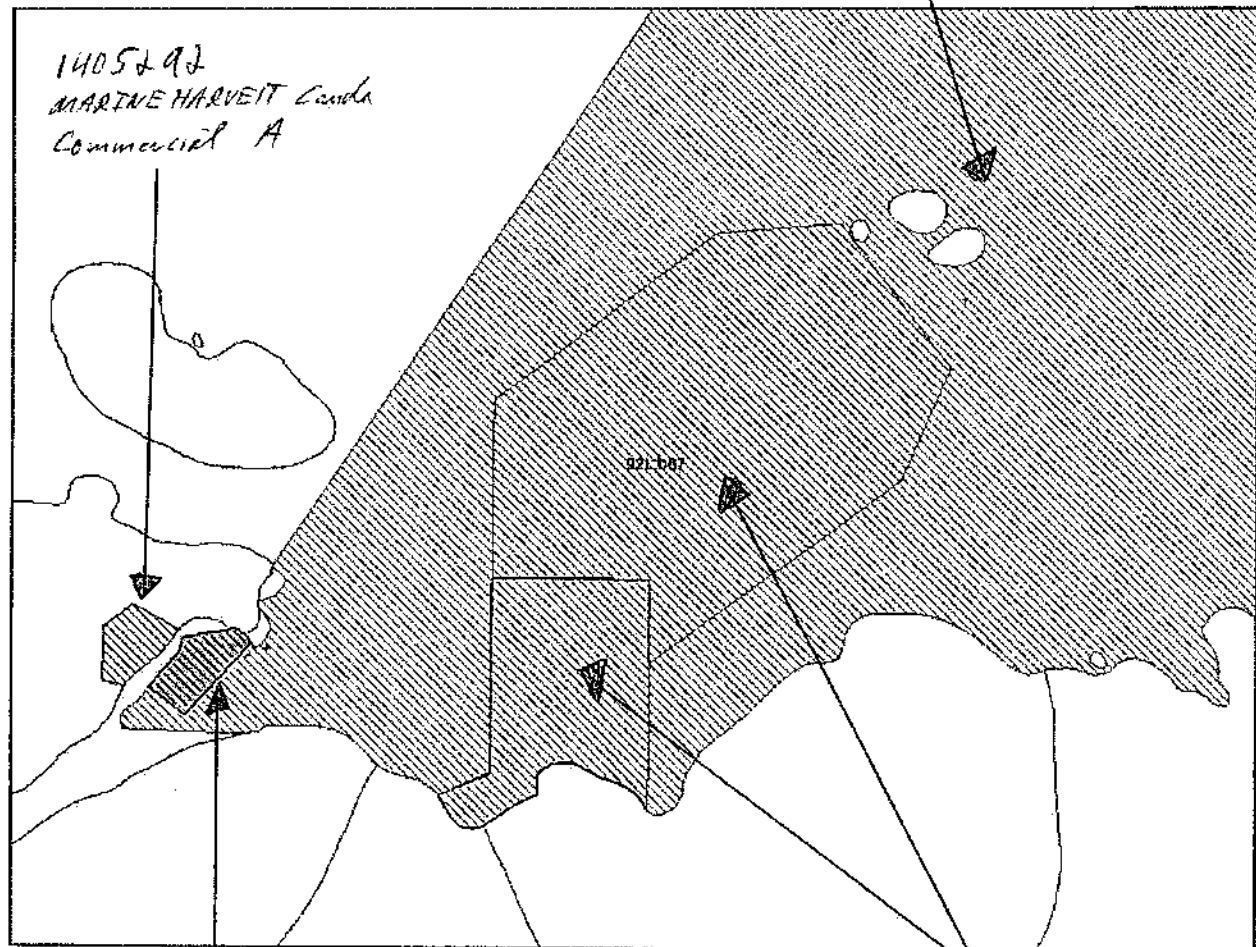
140 6655 Vol. 1

140 6655 Vol. 2

Judy will file

our next trip to  
Nanaimo - Today's date  
Oct 26/2011

1413583  
MOE/ Reserve / Nitration



1405292  
MARINE HARVEIT Canada  
Commercial A

021107

1404678  
MARINE HARVEIT Canada Inc  
Commercial A

1404380  
Marine Harvest Canada Inc  
Aquaculture Finfish  
4  
Midsummer  
#467

**Peemoeller, Marco FLNR:EX**

---

**To:** Morley, Gary FLNR:EX  
**Cc:** Evans, Kathy FLNR:EX  
**Subject:** FW: Broughton commercial tenures

Hi Gary,

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**Upland Tenures**

- ① 1405400 / ① → 1404681 → Arrow Pass # 466
- ② 1405293 /
- ③ 1405292 /

**UNSURVEYED FORESHORE**

- ① 1405627 /
- ② 1405607 / (2 polygons) ② → 1404381 → Swanton # 465
- ③ 1404678 / — ③ → 1404380 → Midsummer → # 467

---

**From:** Evans, Kathy FLNR:EX  
**Sent:** Monday, September 19, 2011 3:41 PM  
**To:** Peemoeller, Marco FLNR:EX  
**Cc:** Cheesman, Sean AGRI:EX  
**Subject:** RE: Broughton commercial tenures

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K.

---

**From:** Peemoeller, Marco FLNR:EX  
**Sent:** Monday, September 19, 2011 3:30 PM  
**To:** Evans, Kathy FLNR:EX  
**Cc:** Cheesman, Sean AGRI:EX  
**Subject:** FW: Broughton commercial tenures