



Ministry of Forests, Lands, Natural
Resource Operations and Rural
Development
200-10428 153 St
Surrey, BC V3R 1E1

Telephone No: (604) 586-5640
Facsimile No: (604) 586-4434

GST Registration No: R107864738

Your contact is: Claudia Mahon

Our file: 2411281

NOTICE OF FINAL REVIEW

January 9, 2018

LADNER REACH PROPERTIES LTD.
29 - 3871 River Rd W
Delta, BC V4K 3N2

Dear Sir or Madam:

Re: Your Application for a Tenure over Crown Land

The review of your application for a lease for marina and float home community purposes over:

DISTRICT LOT 235, GROUP 2, NEW WESTMINSTER DISTRICT CONTAINING 0.98 HECTARES

(the "Land") has reached the stage where we anticipate making our final decision once the various matters described in this letter have been completed. For more information about float home tenures, please see the attached Frequently Asked Questions document.

This is to replace Lease No. B913444.

There is always a limited possibility for archaeological sites to exist that have not been identified or documented. All archaeological sites, whether known or undocumented, are protected under the Heritage Conservation Act. If you encounter an archaeological site, you must halt all activities in the area and contact the provincial Archaeology Branch for direction. Please contact us prior to beginning any ground disturbing works.

1. Deadline for Completion of Requirements

We ask that you complete the requirements described below by March 9, 2018.

Please complete the Response to Notice of Final Review page attached, indicating whether you will **or** will not proceed with the application and sign and return that page to us for our records.

2. Requirements

Signing and Return of Tenure Documents

You must sign and deliver to us two copies of the lease document which are enclosed with this letter. You are responsible for ensuring that this is properly completed including, if applicable, obtaining any appropriate corporate authorizations and having any Land Title Act form C or D witnessed by a solicitor, notary or commissioner.

Monies Payable

You must deliver to us the following amounts:

Application Fee	\$	200.00*
Licence Fee	\$	17,458.63*
Rental Fee (2018)	\$	17,458.63*
GST Payable	\$	<u>1,755.86</u>
Subtotal	\$	<u>36,873.12</u>
Payment Received	\$	<u>(210.00)</u>
Total Fees Payable	\$	<u>36,663.12</u>

* denotes GST payable

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

Security

You must deliver to us a security deposit in the amount of \$10,000.00 to guarantee the performance of your obligations under the lease. Please see attached information regarding acceptable types of security.

Insurance

You must deliver to us the attached Province of British Columbia Certificate of Insurance, signed by your insurance agent, for the insurance required to be maintained under the lease. A sample certificate is enclosed.

3. Process following completion of Requirements

If the requirements set out above are completed within the required time we expect to make our decision and advise you of that decision within 30 days.

Please note however that this letter does not constitute an offer by us and we reserve all our rights in connection with the decision making process, including, if appropriate, to disallow your application, to extend the decision making process and to establish additional requirements not set out in this letter.

Upon decision to issue the lease to you we will sign and return one copy of the lease to you.

4. Acknowledgments of the Applicant

You represent, acknowledge and agree that:

- (a) Your application for a Crown land tenure cannot be transferred to another person.
- (b) This Letter does not obligate us to issue the lease to you and does not give you any right to use or occupy the Land for any purpose.
- (c) You are responsible for, and encouraged to seek, your own legal advice with respect to:
 - (i) any laws, bylaws, orders, directions, ordinances and regulations associated with your use of the Land,
 - (ii) the terms and conditions set out in this Letter, and
 - (iii) the terms and conditions of, and your rights and obligations that will arise under, the lease.
- (d) You are responsible for the costs and expenses incurred by you in pursuing your application, including any cost you incur in connection with satisfying the requirements set out in this letter.
- (e) If you sign and return the lease to us that will constitute your offer to us to enter into the lease.

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

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part of the Crown Land Registry, from which information is routinely made available to the public under Freedom of Information and Protection of Privacy legislation.

Yours truly,

A handwritten signature, appearing to be a stylized 'S' or 'L' shape, enclosed within a hand-drawn oval.

Authorized Representative

Response to Notice of Final Review

File No. 2411281

Ministry of Forests, Lands, Natural Resource
Operations and Rural Development
200-10428 153 St
Surrey, BC V3R 1E1

Dear Claudia Mahon:

Re: Application for lease

- ☐ I/We wish to proceed to obtain a lease in accordance with the letter dated January 9, 2018 from the Ministry of Forests, Lands, Natural Resource Operations and Rural Development and enclose all copies of the lease which I/We have signed.
- ☐ I/We do not wish to proceed to obtain a lease in accordance with the letter dated January 9, 2018 from the Ministry of Forests, Lands, Natural Resource Operations and Rural Development

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

Lease No.:

File No.: 2411281

Disposition No.: 923160

THIS AGREEMENT is dated for reference January 1, 2017 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:

LADNER REACH PROPERTIES LTD.

29 - 3871 River Rd W

Delta, BC V4K 3N2

(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this lease;

"Commencement Date" means January 1, 2017;

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

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

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

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

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

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

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

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

“Rent” means the rent set out in Article 3;

“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 Lessee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Lessee.

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board
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directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

- 1.14 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.
- 1.15 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any conditions or qualifications that may be set in the Management Plan.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the Land for marina and float home community purposes, as set out in the Management Plan.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - RENT

- 3.1 You will pay to us Rent of \$17,458.63, payable in advance on the Commencement Date and on each anniversary of the Commencement Date.
- 3.2 You acknowledge that we may, on written notice to you and in our sole discretion, change the Rent payable by you under this Agreement.

ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
 - (i) the Rent 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;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access;

- (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land 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*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;
- (k) 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*;
- (l) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (m) 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 one or more of the following:
 - (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

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

- (n) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 30 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
 - (iii) 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
 - (iv) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

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

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

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

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

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human

health and safety; and

- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

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

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

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement; or
- (e) as a result of the use of the Land under the following prior agreements: Lease No: B913444 dated for reference January 1, 2015

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

4.5 We may from time to time

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

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be

necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

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

ARTICLE 5 - LIMITATIONS

- 5.1 You agree with us that
- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
 - (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Sustainability Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
 - (c) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, by way of easement, right of way or statutory right of way, to any person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us, execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way;
 - (d) for the purpose of subsection (c), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would have a material adverse impact on your use of the Land under this Agreement;
 - (e) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under

this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);

- (f) if a proposed disposition under subsection (c) will not have a material adverse impact on your use of the Land under this Agreement you must not require any payment, whether as compensation or any other charge, as a condition of your consent to that disposition;
- (g) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (h) any interference with your use of the Land under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsection (a), (b) and (c) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (i) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (j) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;
- (k) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;
- (l) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (m) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(n)(ii) or (iii) 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(n)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(n)(iii); and
- (n) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a

monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$10,000.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Rent and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 6.6 You must
- (a) without limiting your obligations or liabilities under this Agreement, at your expense,

purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:

- (i) Commercial General Liability insurance in an amount of not less than \$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 sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

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

- (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
- (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

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

8.3 You agree with us that

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

ARTICLE 9 - DISPUTE RESOLUTION

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

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

ARTICLE 10 - NOTICE

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

to us

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

to you

LADNER REACH PROPERTIES LTD.
29 - 3871 River Rd W
Delta, BC V4K 3N2;

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 sublease, 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 sublease, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an “as is” basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by

this Agreement;

- (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
- (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
- (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
- (v) the application of any federal or provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.

11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

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

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

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

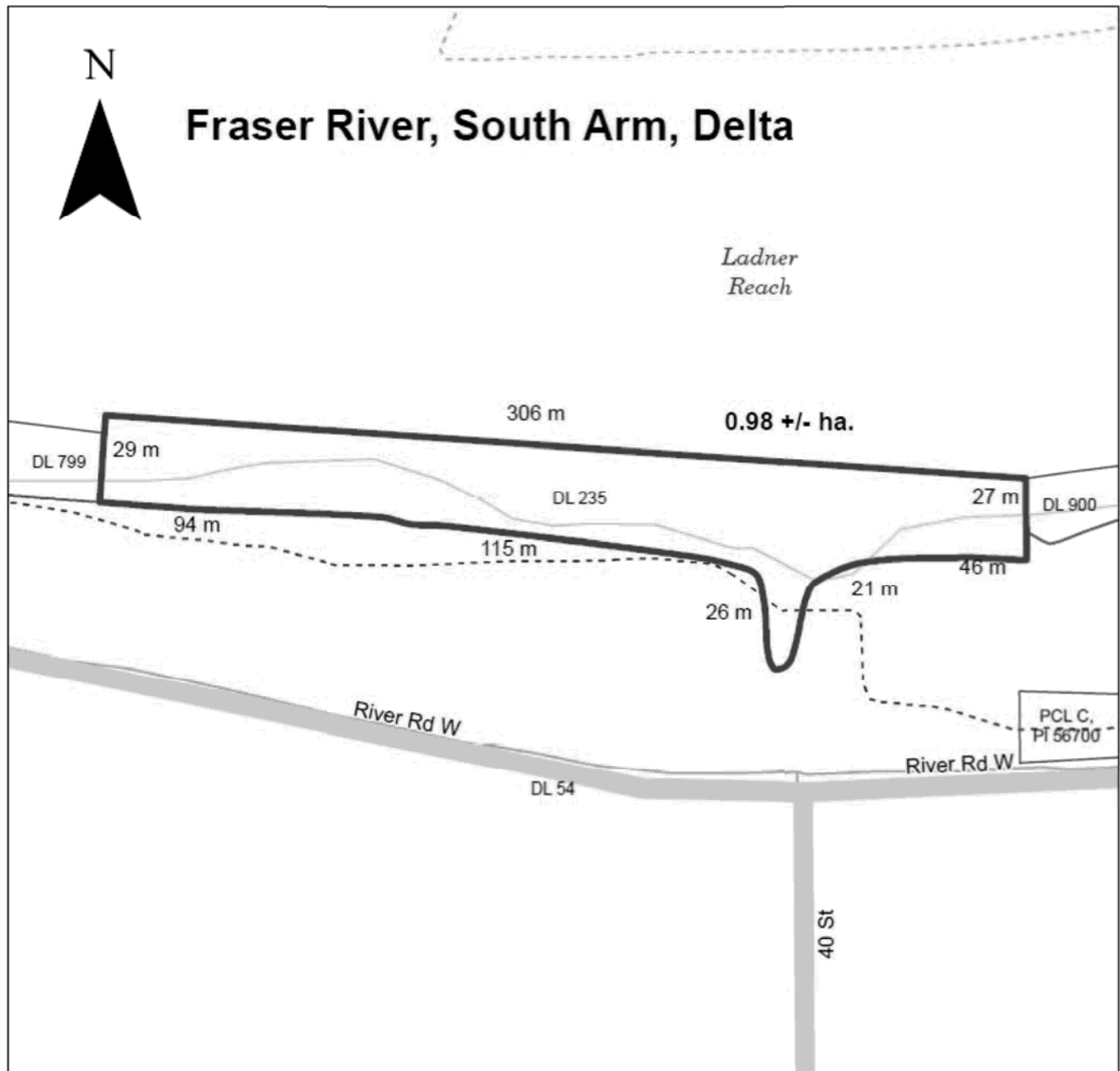
Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of
LADNER REACH PROPERTIES LTD.
by a duly authorized signatory

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

DISTRICT LOT 235, GROUP 2, NEW WESTMINSTER DISTRICT CONTAINING 0.98 HECTARES.



Lease No.:

File No.: 2411281

Disposition No.: 923160

THIS AGREEMENT is dated for reference January 1, 2017 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:

LADNER REACH PROPERTIES LTD.

29 - 3871 River Rd W

Delta, BC V4K 3N2

(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this lease;

"Commencement Date" means January 1, 2017;

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

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

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

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

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

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

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

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

“Rent” means the rent set out in Article 3;

“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 Lessee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Lessee.

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board
-

directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

- 1.14 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.
- 1.15 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any conditions or qualifications that may be set in the Management Plan.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the Land for marina and float home community purposes, as set out in the Management Plan.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - RENT

- 3.1 You will pay to us Rent of \$17,458.63, payable in advance on the Commencement Date and on each anniversary of the Commencement Date.
- 3.2 You acknowledge that we may, on written notice to you and in our sole discretion, change the Rent payable by you under this Agreement.

ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
 - (i) the Rent 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;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access;

- (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land 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*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;
- (k) 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*;
- (l) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (m) 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 one or more of the following:
 - (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

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

- (n) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 30 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
 - (iii) 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
 - (iv) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

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

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

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

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

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human

health and safety; and

- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

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

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

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement; or
- (e) as a result of the use of the Land under the following prior agreements: Lease No: B913444 dated for reference January 1, 2015

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

4.5 We may from time to time

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

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be

necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

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

ARTICLE 5 - LIMITATIONS

- 5.1 You agree with us that
- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
 - (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Sustainability Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
 - (c) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, by way of easement, right of way or statutory right of way, to any person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us, execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way;
 - (d) for the purpose of subsection (c), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would have a material adverse impact on your use of the Land under this Agreement;
 - (e) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under

this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);

- (f) if a proposed disposition under subsection (c) will not have a material adverse impact on your use of the Land under this Agreement you must not require any payment, whether as compensation or any other charge, as a condition of your consent to that disposition;
- (g) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (h) any interference with your use of the Land under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsection (a), (b) and (c) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (i) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (j) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;
- (k) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;
- (l) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (m) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(n)(ii) or (iii) 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(n)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(n)(iii); and
- (n) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a

monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$10,000.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Rent and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 6.6 You must
- (a) without limiting your obligations or liabilities under this Agreement, at your expense,

purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:

- (i) Commercial General Liability insurance in an amount of not less than \$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 sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

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

- (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
- (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

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

8.3 You agree with us that

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

ARTICLE 9 - DISPUTE RESOLUTION

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

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

ARTICLE 10 - NOTICE

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

to us

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

to you

LADNER REACH PROPERTIES LTD.
29 - 3871 River Rd W
Delta, BC V4K 3N2;

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 sublease, 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 sublease, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an “as is” basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by

this Agreement;

- (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
- (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
- (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
- (v) the application of any federal or provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.

11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

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

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

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

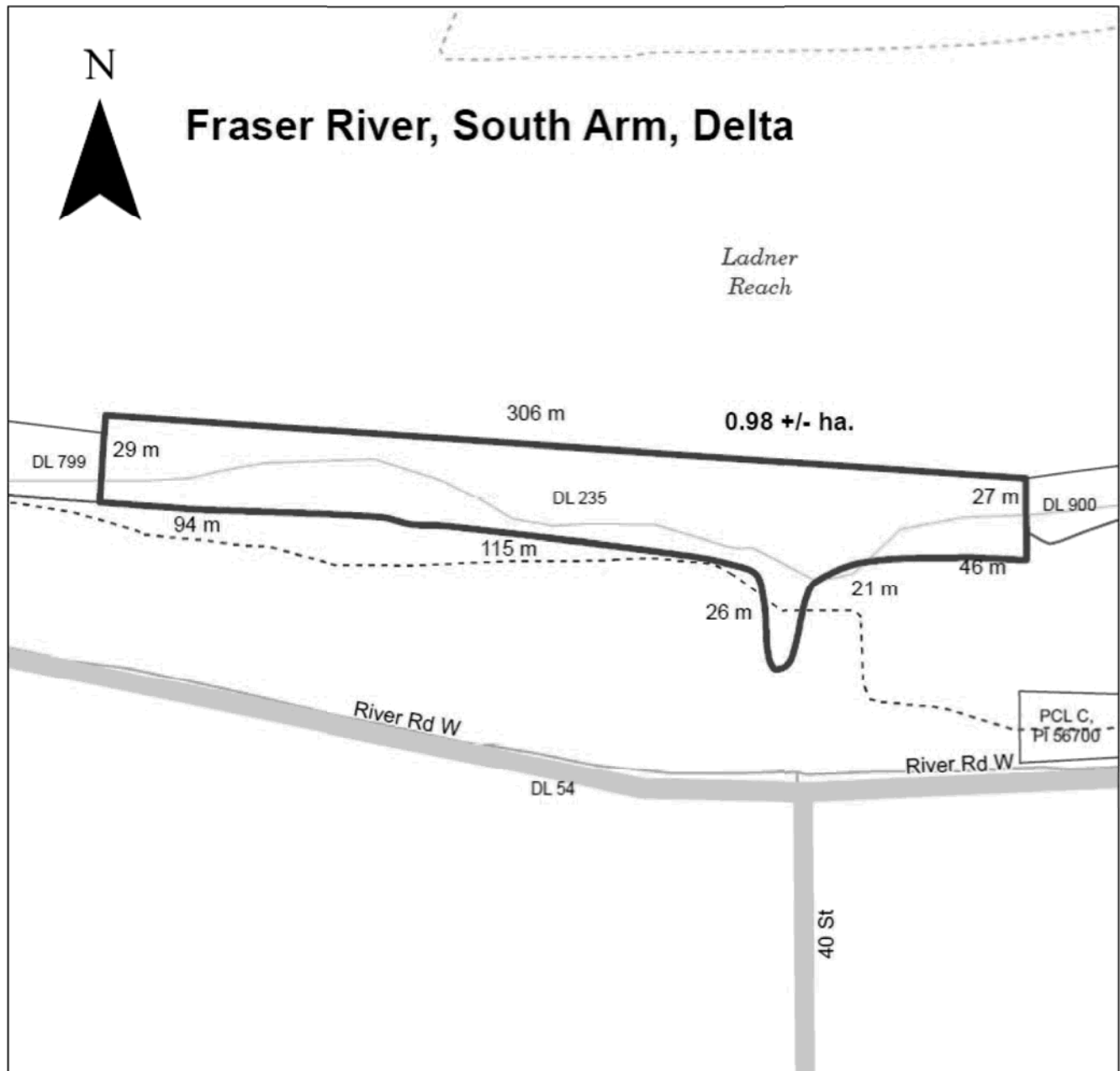
Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of
LADNER REACH PROPERTIES LTD.
by a duly authorized signatory

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

DISTRICT LOT 235, GROUP 2, NEW WESTMINSTER DISTRICT CONTAINING 0.98 HECTARES.





January 20, 2014

Crown Land File No. 2411281
PMV File No. DEL307-1200PL-001

Ladner Reach Properties
28 - 3871 River Road
Delta, BC V4K 3N2

Dear Sir or Madam,

Re: Applying for Crown Land Tenure – Important Information

In November, 2013, Port Metro Vancouver (PMV) informed you that effective January 1, 2015, the BC Ministry of Forests, Lands and Natural Resource Operations (FLNR) will become responsible for overseeing the use of provincial Crown land within the area of the two Fraser River head leases. I am writing to provide you with important information on the transition process and the steps you will need to take related to your current PMV tenure prior to its expiry.

FLNR is committed to providing you with excellent service and support during the transition period. Steven Bourne, Natural Resource Specialist, will be your first point of contact if you have any questions. Steven can be reached at Steven.Bourne@gov.bc.ca or at (604) 586-5630.

With the expiry of your tenure on December 30, 2014, a new, replacement tenure must be issued by the Province of BC so you can continue to occupy and use the Crown land after that date. FLNR has completed a preliminary review of PMV's files and concluded that the majority of files require updated or new information to complete the tenure transition. Therefore, to ensure that we can review your file quickly, I am asking you to complete the enclosed standard provincial Crown land application form and submit it to FLNR by Monday, February 17, 2014. The form can also be printed from the following website:

http://www.for.gov.bc.ca/Land_Tenures/documents/forms/app_form.pdf. If you have any questions or need assistance in completing the form, please contact Steven Bourne.

Please note the following:

1. **Include both your Crown land File No. and PMV File No. when corresponding with FLNR staff.** These numbers are located at the top of the first page of this letter. Referencing them will help ensure a smooth transition and allow you to receive expedited service and support.

2. **Ensure that your tenure is in good standing** with PMV, including all fees paid, prior to submitting an application to FLNR. Tenures will need to be in good standing before FLNR can consider replacing your expiring tenure.
3. **Complete an application form.** There are two options. Either the enclosed paper copy can be used or an application form can be printed from the following website
[http://www.for.gov.bc.ca/Land Tenures/documents/forms/app_form.pdf](http://www.for.gov.bc.ca/Land_Tenures/documents/forms/app_form.pdf).

When completing the application form, please note the following:

- a. Application fees are required for all *Land Act* applications in BC, including replacement applications. The fee rates are set by provincial regulation. However, an application fee is not required to be submitted at this time; it will be collected when final documents are issued and payments are required. The applicable fee will be the 'Replacement Application Fee'. Please see Part 2 of the application form (bottom of the page) for information on what that fee might be. After reviewing your application, staff will confirm for you the appropriate Program Area and the associated fee.
 - b. The application asks 'Do you hold another Crown land tenure?' Identify any Crown land tenures that you may have elsewhere in BC, as well as the file numbers for any in the head lease areas for which you will be applying.
 - c. Under 'Application Type', please identify your application as a replacement application.
4. **As part of the application, please submit the following additional information:**
- a. A management plan. Please complete the enclosed form, 'Management Plan for Port Metro Vancouver (PMV) Tenure Holders Applying for a Crown Land Tenure', as part of your application. It will form part of your tenure contract with BC and is standard for all Crown land tenure holders in the province.
 - b. Copies of any studies or reports relating to any environmental studies or analysis previously done on your tenure area.
 - c. Information on any rights of way, easements, charges on title, or other land uses that exist on the tenure area. Please provide a copy of any registered survey plans.

- d. Proof of upland title or upland owners consent. Please ensure that it includes: the names of the parties involved; the purpose of the aquatic tenure; a legal description of the aquatic tenure area and the upland property; and the term that the consent is granted.
- e. Any other information you believe relevant to your application.

5. If applicable, please provide the following information:

- a. If you are submitting a Commercial Marina application, include a Statutory Declaration for the previous 12 month term (January 1 to December 31, 2013). This form is not available online. To obtain a copy, please contact Steven Bourne at the number or email included in this letter.
- b. If you are submitting a Log Handling application, include a Log Handling Prospectus. The Prospectus can be found at http://www.for.gov.bc.ca/Land_Tenures/tenure_programs/programs/loghandling/prospectus.pdf

6. Submit your completed application form, with the additional information requested in #4 and #5, above, by **Monday, February 17, 2014**, to:

FrontCounter BC
Fraser River Project
Ministry of Forests, Lands and Natural Resource Operations
Suite 200, 10428 153rd Street
Surrey, BC V3R 1E1

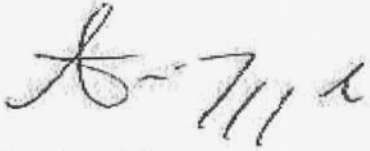
You may also email your application to: FrontCounterBC.Surrey@gov.bc.ca; or fax it to (604) 586-4434.

If you have questions regarding the above requirements, please visit the following link which provides information on how to apply for a Crown land tenure.
http://www.for.gov.bc.ca/Land_Tenures/crown_land_application_information/general_information_for_applications.html. If you are unable to find an answer to your question at this site, please contact Steven Bourne, Natural Resource Specialist, at Steven.Bourne@gov.bc.ca or at (604) 586-5630.

Upon receipt, we will review your application. Enclosed you will find a document that provides an overview of what happens during the application review process. Given the volume of files requiring review, FLNR anticipates that decisions on applications will occur between July 2014 and December 2014. We will keep you informed of our progress.

As the Director overseeing the transition, you are always welcome to contact me by phone at (604) 586-4420, or by email at Alec.Drysdale@gov.bc.ca.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Alec Drysdale', with a stylized flourish at the end.

Alec Drysdale
Project Director

Encl: Application Form
Review Process Once an Application Is Received
Management Plan for Port Metro Vancouver (PMV) Tenure Holders applying for
Crown Land Tenure

Curtis, Neil FLNR:EX

From: Curtis, Neil FLNR:EX
Sent: Monday, October 20, 2014 2:14 PM
To: s.22
Cc: Drysdale, Alec M FLNR:EX; 'mowen@dccnet.com'; s.22
Subject: RE: Float Home Community Rental Rates

Rodgers,

Hi Frank,

Thanks so much for your detailed input on our pricing approach.

With respect to filled foreshore, we'd just like to be clear that we'll be encouraging clients to apply to purchase the fill, but can't at this point guarantee that any sale will necessarily be approved. There are a number of factors that will be considered in the decision-making process, as with all other Crown land decisions, and we're not able to fetter that decision-making by making advance commitments.

With respect to your questions under (2) and (4) below, these are more detailed considerations that apply to your operation only. The Land Officer responsible for your fill will review these questions and get back to you directly.

Regards,

Neil Curtis | Manager, Planning and Local Government
South Coast Region
Ministry of Forests, Lands and Natural Resource Operations

Office: 604-586-2885 | Cell: 604-220-2394

From: s.22
Sent: Tuesday, October 14, 2014 4:42 PM
To: Drysdale, Alec M FLNR:EX; Curtis, Neil FLNR:EX
Cc: Owen, Michael; Leighton, Dorothy
Subject: Float Home Community Rental Rates

Dear Alec & Neil:

First of all we would like to congratulate you on finding a mutually acceptable solution to the vexing problem of determining residential water lot rents. Establishing residential water lot market values based on supposed equivalent upland industrial properties as proxies is fraught with difficulties, and has been a source of contention between residential water lot lease holders and the Vancouver/Fraser Port Authority (and the Fraser River Port Authority before it). Instead, residential water lot lease holders expressed their preference for a revenue based determination of water lot market values.

1. Float Homes @ 4% of potential annual revenue

The approximately \$1,000 per month floating home moorage for commercial residential marinas seems to be reasonable for Ladner Reach Properties Ltd., operating Ladner Reach Marina, but may be either high or low for others. Nevertheless, it seems to have been accepted by all who attended the meeting on October 9, 2014 as a proxy for establishing residential water lot market values that are not otherwise determined by recent sales. As mentioned previously at other meetings, while the devil may be in the details, most residential water lot lease

holders are concerned primarily on the bottom line, not how it is constituted, unless they deem the bottom line to be excessive. Ladner Reach Properties has no objection to the Annual Rent portion attributed to the floating homes, as this is determined by policy.

3. Fill @ 7.5% of land value

Ladner Reach Properties also has no objection to the Annual Rent portion attributed to water lot filled areas since this is established by policy, and will not be included in the Annual Rent for two years, after which we will be able to purchase it at assessed market value, have it determined to be of no commercial value, or start to pay rent for it.

2. Other moorage @ 4% of potential annual revenue

Ladner Reach Properties has an objection to the Annual Rent for Other Moorage based on the commercial rents that could be charged for spaces between floating homes. With the exception of one space occupied by a sailboat s.22 that was allowed in a moorage agreement reached prior to the bylaw amendment, current municipal bylaws require the minimum distance between adjacent floating homes to be 3 metres of **open water**. This means that Ladner Reach Properties cannot provide commercial moorage agreements for these spaces or allow floating home tenants to moor their boats there.

4. Other non-moorage @ 7.5% of land value

Ladner Reach Properties would like some clarification on what the Annual Rent for other non-moorage is based. We have a detailed survey compiled by a photogrammetrist that we feel is superior to the one done for the Vancouver/Fraser Port Authority, and other documents that we offer to share with you to determine non-moorage areas in our water lot.

These last two subjects (points 2 and 4) are currently moot, since the rent charged by the Vancouver/Fraser Port Authority in 2013 will be charged for 2015 and beyond until such time as the rent calculation done by the Ministry exceeds this figure. We would be pleased to discuss these last two subjects at any time at your convenience prior to an Annual Rent increase that exceeds the Annual Rent charged by the Vancouver/Fraser Port Authority in 2013.

As an observation, it does not seem logical (although it may be politically necessary) that a residential water lot rent based on upland industrial property market values as proxies, that have little or no relationship to residential water lots, would continue to be used despite determination and acceptance of a more justifiable calculation based on revenues.

Yours truly,

Frank M. Archer, BSP
President, Ladner Reach Properties Ltd.

Michael Owen
Managing Director, Ladner Reach Properties Ltd.



Ministry of Forests, Lands and
Natural Resource Operations
200-10428 153 St
Surrey, BC V3R 1E1

Telephone No: 604-586-4400
Facsimile No: 604-586-4434

GST Registration No: R107864738

Your contact is: Fraser River Team

Our file: 2411281

NOTICE OF FINAL REVIEW

November 17, 2014

LADNER REACH PROPERTIES LTD.
29 - 3871 River Rd W
Delta, BC V4K 3N2

Attention: Michael Owen

Dear Mr. Owen:

Re: Your Application for a Tenure over Crown Land

The review of your application for a licence for marina and float homes purposes over:

DISTRICT LOT 235, GROUP 2, NEW WESTMINSTER DISTRICT (the "Land")

has reached the stage where we anticipate making our final decision once the various matters described in this letter have been completed.

1. Deadline for Completion of Requirements

We ask that you complete the requirements described below by **4:00 pm on December 1, 2014.**

Please complete the Response to Notice of Final Review page attached, indicating whether you will **or** will not proceed with the application and sign and return that page to us for our records.

2. Requirements

Signing and Return of Tenure Documents

You must sign and deliver to us **two** copies of the licence document which are enclosed with this letter. You are responsible for ensuring that this is properly completed including, if applicable, obtaining any appropriate corporate authorizations and having any Land Title Act form C or D witnessed by a solicitor, notary or commissioner.

Monies Payable

You must deliver to us the following amounts:

Licence Fee	*\$ 15,859.36
Application Fee	*\$ 250.00
Subtotal	\$ 16,109.36
GST Total	\$ 805.47
Total Fees Payable	\$ 16,914.83

* GST payable

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

If we disallow your application and do not grant a Crown land tenure to you, the Licence Fee and associated GST payment made by you as set out in section 2 will be returned to you.

Security

✓ You must deliver to us a security deposit in the amount of \$5,000.00 to guarantee the performance of your obligations under the licence. Please see attached information regarding acceptable types of security.

Insurance

✓ You must deliver to us the attached Province of British Columbia Certificate of Insurance, signed by your insurance agent, for the insurance required to be maintained under the licence. A sample certificate is enclosed.

Additional Requirements

A species at risk has been identified within or near to your lease area. Prior to any changes to the existing improvements, new works or new activities within the area, it is expected that you will retain an environmental professional to provide site specific guidance. For more information on the record please refer to the Conservation Data Centre: <http://www.env.gov.bc.ca/cdc/index.html>.

Please note that float homes must comply with the Sewerage System Regulation or the Municipal Sewerage Regulation.

3. Process following completion of Requirements

If the requirements set out above are completed within the required time we expect to make our decision and advise you of that decision within 30 days.

Please note however that this letter does not constitute an offer by us and we reserve all our rights in connection with the decision making process, including, if appropriate, to disallow your application, to extend the decision making process and to establish additional requirements not set out in this letter.

Upon decision to issue the licence to you we will sign and return one copy of the licence to you.

4. Acknowledgments of the Applicant

You represent, acknowledge and agree that:

- (a) Your application for a Crown land tenure cannot be transferred to another person.
- (b) This Letter does not obligate us to issue the licence to you and does not give you any right to use or occupy the Land for any purpose.
- (c) You are responsible for, and encouraged to seek, your own legal advice with respect to:
 - (i) any laws, bylaws, orders, directions, ordinances and regulations associated with your use of the Land,
 - (ii) the terms and conditions set out in this Letter, and
 - (iii) the terms and conditions of, and your rights and obligations that will arise under, the licence.

- (d) You are responsible for the costs and expenses incurred by you in pursuing your application, including any cost you incur in connection with satisfying the requirements set out in this letter.
- (e) If you sign and return the licence to us that will constitute your offer to us to enter into the licence.

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 and Protection of Privacy legislation.

Yours truly,



Authorized Representative

Response to Notice of Final Review

File No. 2411281

Ministry of Forests, Lands and Natural Resource Operations
200-10428 153 St
Surrey, BC V3R 1E1

Dear Fraser River Team:

Re: Application for licence

- ☐ I/We wish to proceed to obtain a licence in accordance with the letter dated November 17, 2014 from the Ministry of Forests, Lands and Natural Resource Operations and enclose all copies of the licence which I/We have signed.
- ☐ I/We do not wish to proceed to obtain a licence in accordance with the letter dated November 17, 2014 from the Ministry of Forests, Lands and Natural Resource Operations.

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



November 17, 2014

Dear Tenure Holder:

On January 20, 2014, the Ministry of Forests, Lands and Natural Resource Operations (FLNR) wrote inviting you to apply for a *Land Act* tenure within the Lower Fraser River to be effective January 1, 2015. Thank you for submitting your application.

FLNR's review of the over 360 applications is nearing completion. The review has been guided by Provincial Land Use Policies and related guidelines. The intent has been to align tenures with Crown Land Use Policies, identify gaps in information that need to be addressed and ensure rental rates (pricing) is fair.

Due to the number and complexity of tenures being transitioned to the Province, it now appears that FLNR will not be able to complete all of the legal requirements necessary to meet its constitutional and fiduciary responsibilities to First Nations by December 31, 2014. As a result, FLNR will be offering two year tenure agreements in order to provide tenants with continuity of access while this consultation is being completed. Staff of FLNR will keep you updated on progress.

Enclosed is a document of Frequently Asked Questions (FAQ). If you have any further questions, please call 604-586-4400, and ask to speak to someone with the Fraser River Transition Team.

Yours truly,

Alec Drysdale
Director, Resource Authorizations

FREQUENTLY ASKED QUESTIONS

Nov. 17, 2014

Ministry of Forests, Lands and Natural
Resource Operations

Fraser River – Land Act Tenures

This document is to help answer questions you may have as you review your tenure documents. Please review these FAQs and if you have further questions, contact us at FrontCounterBC.Surrey@gov.bc.ca or 604-586-4400.

Who do I talk to when I have questions?

The Ministry of Forests, Lands and Natural Resource Operations (FLNR) has a team of staff who are focused on the transition of existing tenure holders from Port Metro Vancouver (PMV) to FLNR. Please contact the Fraser River Team by calling FrontCounter BC at 604-586-4400 or by email: FrontCounterBC.Surrey@gov.bc.ca. Please have your Crown land file number ready as this will assist us in quickly finding your information.

What is FrontCounter BC ?

FrontCounter BC is a single window service for clients of provincial natural resource ministries and agencies. Staff are trained and knowledgeable and will provide information and guidance to clients to help determine required authorizations for their proposed activities. More information can be found at www.frontcounterbc.gov.bc.ca

Will my agreement with FLNR be the same as with PMV?

Your agreement will be different. PMV and FLNR are different agencies with different mandates and management directions. PMV issued subleases under the terms of their head lease. FLNR issues and administers tenures under the *Land Act*. There are standard forms of provincial tenure documents, which were written by the Ministry of Justice and Attorney General. Your provincial agreement will allow you to carry on with your use of the land as defined in the agreement purpose statement.

What does the word "tenure" mean in relation to my agreement with the Province?

The *Land Act* defines tenure as "any interest in Crown land that is granted or otherwise established under a prescribed instrument, or a prescribed designation or other status that, under an enactment, is given to, conferred on, or made or otherwise established in relation to Crown land."

In other words the agreement that you sign is the instrument giving you tenure of the land.

Are my tenure documents, management plans, letters or emails sent to FLNR accessible by the public?

Under the *Freedom of Information and Protection of Privacy Act* (FOIPPA), provincial records are publicly accessible.

What is the boundary of my tenure area?

The sketch on your document shows the location and dimensions of the tenure area.

Why do I have a licence of occupation?

A review of your application determined that a licence of occupation was the appropriate form of agreement. A licence of occupation is a form of tenure that allows for the occupation and use of Crown land as defined by your agreement.

I have been asked to submit a management plan. What is a "good" management plan?

A good management plan provides complete information on the improvements and activities within the tenure area and forms part of your agreement with the Province. Further information on management plan requirements can be found on FrontCounter BC's website: http://www.for.gov.bc.ca/Land_Tenures/documents/management_plan.pdf

If I want to dredge within my tenure area, what approvals are required?

Dredging requires a *Water Act* approval. Depending on site-specific issues and disposal requirements, other approvals could be required. Please contact FrontCounter BC for further information.

I used to have two (or more) agreements with PMV and now they are combined into one. Why was this done?

A review of your application determined that it was appropriate to combine the separate tenure areas into one agreement.

My fees include a security deposit. What is this for?

Security deposits are legally required for Crown land tenures. The security deposit may be used for specific costs or expenses associated with clean-up costs or to pay overdue fees or rent.

I was notified that there is a species at risk within or near to my tenure area. How do I find out more information about endangered species?

The Conservation Data Centre is an online tool that provides information on endangered species. It is recommended that you retain a qualified professional to provide site-specific guidance prior to any changes to existing improvements, new works or new activities within the area. The Conservation Data Centre can be found online at: <http://www.env.gov.bc.ca/cdc/>

I was notified that there is an archaeological site within or near to my tenure area. What do I have to do about this?

Archaeological sites are protected under the *Heritage Conservation Act*. Prior to the commencement of any works, including minor or major changes to improvements, dredging or other disturbances to the surface or subsurface of the land, you must contact the provincial Archaeology Branch at 1-250-953-3334.

I was notified that I must comply with the Sewerage System Regulation or the Municipal Sewerage Regulation. Where can I find municipal sewage guidelines?

The Ministry of Health is responsible for the Sewerage System Regulation. Information can be found online at: http://www.health.gov.bc.ca/protect/lup_legislation.html

The Ministry of Environment is responsible for the Municipal Wastewater Regulation. Information can be found online at:
<http://www2.gov.bc.ca/gov/topic.page?id=60755778FAE2413EABB0859BD9C9BAD6>

What authority does local government have over my tenure area?

All provincial Crown land tenure holders must abide by all applicable laws, bylaws, orders, directions, ordinances, and regulations of any government authority having jurisdiction in any way affecting the use of the land. This means that local government approvals, including zoning approvals, may be required if there are proposed changes to improvements or uses in your tenure area.

Why does the Province have to consult with First Nations?

The Province is legally obligated to consult and where required, accommodate First Nations whenever a government decision or activity has the potential to adversely impact First Nations' interests on the land base. This duty stems from Canadian common law as expressed in court decisions and is consistent with the Province's commitment to building a new relationship with First Nations.

For more information regarding First Nations consultation please refer to:
<http://www2.gov.bc.ca/gov/topic.page?id=8CF98F756A984198AFD80AEA0E472F05>

What is involved in the First Nation consultation process?

The extent of consultation including the amount of time it will take will vary with the circumstances and will be determined by the nature of the Aboriginal interest potentially impacted by the proposed activity, and the degree of impact. The Province is consulting with 21 First Nations on approximately 360 tenures as part of the Fraser River Head Lease Transition, requiring a significant amount of time.

I would like to survey my area. What is involved?

You must submit a request in writing to us for instructions on how to survey. Please contact the Fraser River Team for further information.

Can I register a mortgage against my tenure?

The Province may consent to mortgages of leases or statutory rights of way and this consent will extend certain rights. It is not possible to register mortgages on licences of occupation, or permits as these arguments do not convey an interest in land. Each agreement must be dealt with individually. Please contact the Fraser River Team to discuss.

Can I sub-licence/sublease my tenure area?

You must get our prior written consent. Please contact the Fraser River Team to discuss.

How do I make changes in my tenure area?

To make changes to an existing Crown land tenure, you will need to make a request through the Fraser River Team. Depending on the changes being requested, you may just need to update your management plan. However, if you require additional area or a significant change of purpose/use, you would need to submit a new Crown land application. Changes may trigger referrals to other agencies, such as local government or federal agencies for review and may also require consultation with First Nations. Changes in your tenure area may also require other approvals. Please contact FrontCounter BC for further information.

Ladner Reach Properties Ltd.

29 - 3871 River Road West, Delta, B.C. V4K 3N2

E-mail: ladnerreach@dccnet.com

Phone (604) 946-9747 Fax (604) 940-9747

2411281

November 24, 2014

Alec Drysdale,
Project Director
Ministry of Forests, Lands and Natural Resource Operations
200 - 10428 153 St.,
Surrey, BC V3R 1E1

RECEIVED

NOV 26 2014

Ministry Of Forests, Lands and Natural Resource Operations
Front Counter BC
Log No.

Dear Alec:

WITHOUT PREJUDICE

Re: Our Application for Tenure over Crown Land

The "various matters" described in the Notice of Final Review have been, or will be, completed prior to 4:00 p.m. on December 1, 2014 with the exception of:

2. Requirements

Additional Requirements

Despite referring to the Conservation Data Centre web site, we are unable to identify a species at risk within or near our lease area. Clicking on the [BC Species and Ecosystems Explorer](#) to access the Red and Blue lists results in a message:

"Failure of server APACHE bridge: No backend server available for connection: timed out after 10 seconds or idempotent set to OFF or method not idempotent."

At the moment this is a moot point because we plan no immediate changes to existing improvements, new works or new activities within our area. Is there a specific issue that your team members have concern about?

The requirement for floating homes to comply with the Sewerage System Regulation or Municipal Sewerage Regulation presents a problem.

Delta's sanitary sewage system does not extend to our property, leaving only the Provincial Regulation and our own on-site treatment site.

Ladner Reach Properties Ltd. has been attempting to install a waste water treatment facility for the floating homes within its marina for a long time, but has been thwarted due to a number of

technical difficulties including placement of the outfall pipe, conflicts with river navigation, new land and dyke height requirements due to anticipated rising ocean levels related to climate change, etc. We engaged the services of an architect and engineer more than six years ago to assist us in this process, and have been able to resolve most of these problems. The equipment has been sourced, priced and quoted to us and awaits delivery. The piers and floats are plumbed for service; all berths are serviced; most of the floating homes have holding pump tanks and the remaining tenants without holding pump tanks have been notified that they will have to install them once the upland facility is operational.

The main issue we face with regard to the water lot lease is the length of the lease. We were unable to obtain a long-term lease from either Fraser Port or Port Metro Vancouver due to uncertainty in negotiations for an extension of the Head Lease with the Province. A waste water treatment facility will cost hundreds of thousands of dollars, and financial institutes are reluctant to extend loans for such capital costs when lease periods are a fraction of the expected life of the improvement. The two-year license period offer will make this a virtual impossibility. We already have a loan pre-approved based on the upland for collateral on condition that we obtain a long-term lease. The financial institution is concerned that the revenue from the upland does not support the loan. The bulk of our revenue stream comes from the water lot. Therefore, the urgency for a longer term water lot lease.

Last Thursday compliance officers from the federal government and officials from the provincial environment ministry visited our marina acting on a complaint concerning the discharge of untreated sewage from float homes at our water lot. We related the problems we faced in bringing the floating homes into compliance with federal and provincial regulations, and the environment ministry officials indicated they would be contacting you in this regard. During the inspection of our marina it became clear that our company was not in violation of regulations, but rather it was our tenants. Whether this will satisfy the officers and officials as a technicality to satisfactorily address the complaint concern is unknown. We are preparing a letter for them and will cc you. Nevertheless our company will ensure our tenants are brought into compliance by the installation of a waste water treatment facility at the earliest practicable opportunity or they will have to leave this marina.

Our company will continue to proceed in good faith with installation of a waste water treatment facility for the floating homes located in our marina, and hope that this pledge will allow for approval of our Application for Tenure over Crown Land with a longer term as applied for.

Yours truly,

A handwritten signature in black ink, appearing to read "Michael Owen", written in a cursive style.

Michael E. Owen,
Managing Director

Rempel, Irma FLNR:EX

From: Rempel, Irma FLNR:EX
Sent: Friday, November 28, 2014 11:47 AM
To: 'ladnerreach@dccnet.com'
Subject: 2411281 - Calculations for Crown Land Applications

Follow Up Flag: Follow up
Flag Status: Completed

Dear Sir or Madam,

There has been an administrative error in the calculations on the Notice of Final Review for file 2411281. Please accept my apologies and find the revised calculations below:

Monies Payable

You must deliver to us the following amounts:

Licence Fee	\$	15,859.36
Application Fee	*\$	<u>250.00</u>
Subtotal	\$	16,109.36
GST Total	\$	<u>10.00</u>
Total Fees Payable	\$	<u>16,119.36</u>

* GST payable

Your cheque or money order must be payable to the Minister of Finance and be delivered to 200-10428 153 St Surrey, BC V3R1E1. Please quote our file number when sending us your payment.

If you have any questions, please do not hesitate to call and speak to someone on the Fraser River Team at 604 586-4400.

Yours truly,

Irma Rempel

Administrative Assistant,
Ministry of Forests, Lands and Natural Resource Operations
200 - 10428 153 St, Surrey, BC V3R 1E1
Tel: (604) 586-5639 Fax: (604) 586-4444
e-mail address: Irma.Rempel@gov.bc.ca

2. Requirements

Signing and Return of Tenure Documents

You must sign and deliver to us **two** copies of the licence document which are enclosed with this letter. You are responsible for ensuring that this is properly completed including, if applicable, obtaining any appropriate corporate authorizations and having any Land Title Act form C or D witnessed by a solicitor, notary or commissioner.

Monies Payable

You must deliver to us the following amounts:

Licence Fee	\$ 15,859.36
Application Fee	*\$ 250.00
Subtotal	\$ 16,109.36
GST Total	\$ 10.00
Total Fees Payable	\$ 16,119.36

* GST payable

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

If we disallow your application and do not grant a Crown land tenure to you, the Licence Fee and associated GST payment made by you as set out in section 2 will be returned to you.

Security

You must deliver to us a security deposit in the amount of \$5,000.00 to guarantee the performance of your obligations under the licence. Please see attached information regarding acceptable types of security.

Insurance

You must deliver to us the attached Province of British Columbia Certificate of Insurance, signed by your insurance agent, for the insurance required to be maintained under the licence. A sample certificate is enclosed.

2. Requirements

Signing and Return of Tenure Documents

You must sign and deliver to us **two** copies of the licence document which are enclosed with this letter. You are responsible for ensuring that this is properly completed including, if applicable, obtaining any appropriate corporate authorizations and having any Land Title Act form C or D witnessed by a solicitor, notary or commissioner.

Monies Payable

You must deliver to us the following amounts:

Licence Fee	*\$ 15,859.36
Application Fee	*\$ 250.00
Subtotal	\$ 16,109.36
GST Total	\$ 805.47
Total Fees Payable	\$ 16,914.83

* GST payable

RECEIVED

NOV 26 2014

Ministry Of Forests, Lands and Natural Resource Operations
FrontCounter BC
Log No. 46231 m.D.
CHQ # 16,914.83

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

If we disallow your application and do not grant a Crown land tenure to you, the Licence Fee and associated GST payment made by you as set out in section 2 will be returned to you.

Security

You must deliver to us a security deposit in the amount of \$5,000.00 to guarantee the performance of your obligations under the licence. Please see attached information regarding acceptable types of security.

Insurance

You must deliver to us the attached Province of British Columbia Certificate of Insurance, signed by your insurance agent, for the insurance required to be maintained under the licence. A sample certificate is enclosed.

Response to Notice of Final Review**File No. 2411281**

Ministry of Forests, Lands and Natural Resource Operations
 200-10428 153 St
 Surrey, BC V3R 1E1

Dear Fraser River Team:

Re: Application for licence

- ☒ I/We wish to proceed to obtain a licence in accordance with the letter dated November 17, 2014 from the Ministry of Forests, Lands and Natural Resource Operations and enclose all copies of the licence which I/We have signed.
- ☐ I/We do not wish to proceed to obtain a licence in accordance with the letter dated November 17, 2014 from the Ministry of Forests, Lands and Natural Resource Operations.

DATED the 24TH of NOVEMBER, 2014.

MANAGING DIRECTOR
 Michael Owen

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

Per Palmer Beach Properties Ltd

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

MICHAEL OWEN

Print name of person signing

Print name of person signing

Rodgers, Matthew FLNR:EX

* NO further action required
at this time. MR

From: Michael Owen <mowen@dccnet.com>
Sent: Tuesday, December 2, 2014 2:24 PM
To: Rodgers, Matthew FLNR:EX; Drysdale, Alec M FLNR:EX
Subject: Re: Mapping clarification for Ladner Reach Properties Ltd. Crown Land Tenure (File # 2411281)

Thank you. Our survey of our property indicates the dyke right of way adjacent/parallel to River Road or the south side of our property. We are aware that this dyke right of way angles across our neighbor's property SM Products, to the west about 500 feet west of our adjoining property lines. We just want to put FLNRO on notice that this blue line as it relates to our property at 3871 River road West Delta, on their documents, does not have any dyke adjacent to the River or on the north side of our property.

Regards Michael Owen Managing Director. Ladner Reach Properties Ltd.

From: Rodgers, Matthew FLNR:EX
Sent: Tuesday, December 02, 2014 1:58 PM
To: <mailto:mowen@dccnet.com>
Cc: Ogborne, Carol FLNR:EX ; Drysdale, Alec M FLNR:EX
Subject: Mapping clarification for Ladner Reach Properties Ltd. Crown Land Tenure (File #2411281)

Hi Mike,

As per your mapping concern below, the dotted blue line on your tenure map refers to a dyke layer on a Geo BC base map that was used to generate your tenure map through our mapping program. Please disregard this blue dotted line, the solid red line outlines your tenure boundary on the map provided.

Sorry for any confusion this may have caused.

Please let me know if you have any other questions or concerns.

Thanks,

Matt Rodgers | Land Officer
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
200 - 10428 153 Street, Surrey, BC V3R 1E1
Ph: 604.586.4278 | E-mail: Matthew.Rodgers@gov.bc.ca
Our Vision: Economic prosperity and environmental sustainability

From: Michael Owen [<mailto:mowen@dccnet.com>]
Sent: Monday, December 1, 2014 10:40 AM
To: Ogborne, Carol FLNR:EX; Drysdale, Alec M FLNR:EX
Subject: Re: mapping clarification

Alec, FLNRO map attached to our documents, shows a blue dotted line. I saw this blue dotted line as well on the Species at Risk Map site but cannot find it. Can one of your staff assist Carol in determining what this line represents. This line does not show up on any of our surveys nor on our title. Mike Owen

From: Ogborne, Carol FLNR:EX
Sent: Monday, December 01, 2014 9:45 AM
To: Michael Owen
Cc: CDC Data Requests ENV:EX
Subject: RE: mapping clarification

Can you please send me a scan of the map so that I can investigate further.

I will need to know the data sources of the information portrayed on the map so that I can track down the problem

From: CDC Data Requests ENV:EX
Sent: Monday, December 1, 2014 9:32 AM
To: Michael Owen; Ogborne, Carol FLNR:EX
Subject: RE: mapping clarification

Hi Michael,
The line work you are referring to is likely base map data, and it is certainly not Conservation Data Centre mapping. I am sending your concerns to Carol Ogborne, who works with the base map spatial data.
Carol, can you please help Michael, or respond to him with who he should be in contact with in regards to incorrect TRIM data?
Thanks!

Katrina Stipec
British Columbia Conservation Data Centre
Ministry of Environment
Phone: (250) 356-0928; Fax: (250) 387-6494
Email: cdcdata@gov.bc.ca

CDC website: <http://www.env.gov.bc.ca/cdc/>
BC Species and Ecosystems Explorer: <http://www.env.gov.bc.ca/atrisk/toolintro.html>
Endangered Species and Ecosystems: <http://www.env.gov.bc.ca/atrisk/>
Conservation Data Centre Mapping Service: <http://www.env.gov.bc.ca/atrisk/ims.htm>
Environmental Reporting BC: @EnvReportBC
Species & Ecosystems Information Portal: http://www.env.gov.bc.ca/wld/ecobranch_info_portal/index.html
Data BC: <http://www.data.gov.bc.ca/>
Conservation Framework: www.env.gov.bc.ca/conservationframework/

From: Michael Owen [<mailto:mowen@dccnet.com>]
Sent: Friday, November 21, 2014 10:46 AM
To: CDC Data Requests ENV:EX
Subject: mapping clarification

On your map within Delta BC, along River Road West from approximately 46th Street and the Westham Island bridge to the west there is a dotted blue line. Does this line indicate dyke? If so it is in the wrong location with respect to our property at 3871 River Road West. At our property the dyke is a registered right of way adjacent and parallel to River Road. This dyke right of way does not cut diagonally thru our property at the end of 40th Street. This dotted line has shown up on a document which we need to respond to before December 1. This needs to be corrected by your mapping personal. I have ccd this email to Alec Drysdale at FLHRO, and to the President of Ladner Reach Properties. Ltd. . Thank You Michael Owen Managing Director, Ladner Reach Properties Ltd. #29-3871 River Road West, Delta BC V4K 3N2.



Our File: 2411281

December 4, 2014

Ladner Reach Properties Ltd.
29 - 3871 River Rd W
Delta, BC V4K 3N2

Dear Mr. Owen:

It is my pleasure to enclose your original copy of the Lease issued under the above noted file, duly executed on behalf of the Minister.

The Lease is issued for a term of 2 years commencing January 1, 2015 for marina and float home purposes at the rental of \$15,859.36 for the first year of the term.

This Lease covers District Lot 235, Group 2, New Westminster District, containing 0.98 hectares, more or less.

Attached is a copy of the approved Management Plan as defined in the Lease. Please submit any requests for changes to the Management Plan in writing.

Do not hesitate to contact us at 604-586-4400 if you have any questions or require assistance. It continues to be our pleasure to be of service.

Yours truly,

Fraser River Team

Encl.

pc: BC Assessment Authority, South Fraser
Corporation of Delta

From: Nugent, Thayer FLNR:EX
Sent: Monday, December 1, 2014 11:03 AM
To: 'Sadler,KJ [PYR]'
Subject: RE: Ladner Reach Properties

Hi KJ,

It was nice to meet you as well. Are you going to be at the Ethics Workshop this Saturday? If so, I'll see you there.

Ladner Reach Properties Ltd. is one of the sites that is transitioning from Port Metro Vancouver over to the Province at the end of the year. For reference, the Crown Land file number for Ladner Reach Properties Ltd. is 2411281.

I haven't heard from anyone with MOE yet. Currently we are in the process of trying to issue tenures for approximately 300 sites that are transitioning to the Province, so things are very busy at the moment. Depending on the nature of your enquiry, I might not be able to respond right away, however I'll do my best.

Best Regards,

Thayer Nugent, MCIP RPP, A.Ag.
Senior Land Officer (Fraser River)
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
200 - 10428 153 Street, Surrey, BC V3R 1E1
Ph: 604.586.4418 (** New Phone Number as of Oct. 1, 2014**)
E-mail: Thayer.Nugent@gov.bc.ca

From: Sadler,KJ [PYR] [<mailto:KJ.Sadler@ec.gc.ca>]
Sent: Friday, November 28, 2014 8:44 AM
To: Nugent, Thayer FLNR:EX
Subject: Ladner Reach Properties

Hi Thayer

It was nice to meet you this week at the AAg function. I wanted to follow up with you on a file that's ongoing in Ladner. MOE is involved and stated they'd try to contact somebody at FLNRO, but in the meantime I'd like to follow up with you as well.

Before I go into further detail, would Ladner Reach Properties Ltd located at 29-3871 River Road West, Delta be in your area?

Thanks

KJ

KJ Sadler

Enforcement Officer | Agent d'application de la loi
Southern Interior District | District intérieur-sud
Environmental Enforcement Division | Division de l'application de la loi sur l'environnement
Enforcement Branch | Direction générale de l'application de la loi
Environment Canada | Environnement Canada

201-401 Burrard Street | 401, rue Burrard, bureau 201
Vancouver (BC) V6C 3S5 | Vancouver (CB) V6C 3S5
kj.sadler@ec.gc.ca
Telephone | Téléphone 604-666-3647
Facsimile | Télécopieur 604-666-9059
Government of Canada | Gouvernement du Canada
Website | Site Web www.ec.gc.ca

Float home area for 2411281 - Ladner Reach Properties Ltd.

Rodgers, Matthew FLNR:EX

Thu 12/11/2014 1:36 PM

To: Casavant, Brooke FLNR:EX <Brooke.Casavant@gov.bc.ca>;

Hi Brooke,

I calculated the amount of area covered by float homes on the tenure and it's roughly 0.25 hectares.

I will find out which other marinas include float homes and let you know.

Thanks,

Matt Rodgers | Land Officer

South Coast Regional Office

Ministry of Forests, Lands & Natural Resource Operations

200 - 10428 153 Street, Surrey, BC V3R 1E1

Ph: 604.586.4278 | E-mail: Matthew.Rodgers@gov.bc.ca

Our Vision: Economic prosperity and environmental sustainability

Dec. 16/14

GST w/ float home area = \$792.97.

GST w/o float home area = \$590.68.

difference/

refund = \$202.29.

Anderson, Keith FLNR:EX

From: Anderson, Keith FLNR:EX
Sent: Friday, December 5, 2014 2:28 PM
To: 'Michael Owen'
Cc: Lowther, Valerie FLNR:EX
Subject: RE: First Nations Consultation Ladner Reach Properties file 2411281

The two year short term replacement tenure has been signed today and will go out in Monday's mail.

First Nations consultation for a longer term tenure is ongoing as part of the discussion between FLNR and First Nations on the whole Port Metro Vancouver divestiture

Keith Anderson

A/Director of Resource Authorizations
South Coast Natural Resource Region

Ministry of Forests, Lands and Natural Resource Operations

Suite 200, 10428 153rd Street
Surrey BC V3R 1E1

Visit website at <http://www.al.gov.bc.ca/clad>

From: Michael Owen [<mailto:mowen@dccnet.com>]
Sent: Friday, December 5, 2014 10:54 AM
To: Anderson, Keith FLNR:EX
Subject: First Nations Consultation

Keith, on behalf of Ladner Reach Properties, we wrote Alec asking if there was any way to expedite our Fraser River lease renewal. In light of Alec's email will you be handling this part of the file? Regards Mike Owen.
Ladner Reach Properties Ltd.

Casavant, Brooke FLNR:EX

From: Casavant, Brooke FLNR:EX
Sent: Wednesday, December 17, 2014 11:03 AM
To: 'mowen@dccnet.com'; 'ladnerreach@dccnet.com'
Subject: FW: Crown file 2411281

Good morning,

Further to my advice below, I note the amount of the refund was incorrectly quoted. Annual rent for float home purposes is not subject to GST. You are only required to pay GST on the part of the rent that is applicable to the Marina use of your agreement (the portion of the land allocated for marina use). As a result, the amount of the refund being issued to you is \$202.29.

I apologize for any confusion. Please do not hesitate to contact our office should you have any questions regarding this matter.

Regards,

Brooke Casavant
Portfolio Administrator
South Coast Natural Resource Region
Ministry of Forests, Lands and Natural Resource Operations
200 - 10428 153 Street, Surrey BC V3R 1E1
Tel: (604) 586-5625
Fax: (604) 586-4444
Email: Brooke.Casavant@gov.bc.ca

From: Casavant, Brooke FLNR:EX
Sent: Monday, December 8, 2014 10:18 AM
To: 'mowen@dccnet.com'; 'ladnerreach@dccnet.com'
Subject: Crown file 2411281

Good morning,

Further to the advice from our office that there was an administrative error in the fee calculation for the above noted file, I note that our office had already received payment at the time this advice was communicated.

Our office has processed your file, and your copy of the new agreement has been sent via regular mail. As a result of the overpayment, our office will be issuing a refund in the amount of \$795.47. This refund will be sent under separate cover. Please note the refunds are processed through our offices in Victoria and the approximate processing time is 8 weeks.

Our office was also in receipt of a replacement cheque (s.15) in the amount of \$16,119.36. Please note this cheque is being returned to you in the same package as the new agreement.

Regards,

Brooke Casavant
Portfolio Administrator



December 17, 2014

File #: 2411281

Ladner Reach Properties Ltd.
29 – 3871 River Road West
Delta, BC V4K 3N2

Dear Mr. Owen,

Thank you for your letter of November 24, 2014 regarding your concerns associated with the licence of occupation, File # 2411281 that was issued to Ladner Reach Properties by the Ministry of Forests, Lands and Natural Resource Operations (FLNR).

FLNR does not have any specific concerns regarding the species at risk that was identified within or near your lease area. It is however, important for Ladner Reach Properties to be aware of the species at risk that is within or near your lease area and the associated processes involved for when you might apply for an amendment to your tenure for future improvements, new works or activities.

Again, for more information on species at risk please refer to the Conservation Data Centre at: <http://www.env.gov.bc.ca/cdc/index.html>. If you have trouble accessing the website please contact the Conservation Data Centre and their contact information can be found at: <http://www.env.gov.bc.ca/cdc/contact.html>.

Thank you for the background information regarding Ladner Reach Properties' attempts in installing a waste water treatment facility for the float homes within the marina. I understand the two year term of the tenure presents challenges with obtaining loans in order to complete the installation of the waste water treatment facility, and I apologise for this inconvenience.

Unfortunately, FLNR is unable to issue Ladner Reach Properties with a longer term tenure at this time because we have not completed consultation with First Nations. FLNR is legally obligated to consult and where required, accommodate First Nations whenever a government decision or activity has the potential to adversely impact First Nations' interests on the land base. This duty stems from Canadian common law as expressed in court. FLNR is consulting with 21 First Nations on approximately 360 tenures as part of the Fraser River Head Lease Transition, requiring a significant amount of time.

For more information regarding First Nations consultation please refer to:
<http://www2.gov.bc.ca/gov/topic.page?id=8CF98F756A984198AFD80AEA0E472F05>

- 2 -

It is also important to note that all 360 tenures under the Head Leases that are currently managed by Port Metro Vancouver were issued two year tenures by FLNR so that we may complete consultation with First Nations.

I am happy to hear that Ladner Reach Properties will ensure your tenants are brought into compliance with the installation of a waste water treatment facility. This information will be useful when FLNR reviews your tenure over the next two years while we complete consultation with First Nations.

If you have any further questions or concerns, please contact Matthew Rodgers, Land Technical Officer by phone at (604) 586-4278 or by email at Matthew.Rodgers@gov.bc.ca.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thayer Nugent', with a long horizontal flourish extending to the right.

Thayer Nugent
Senior Land Officer



January 15, 2015

File #: 2411281

Michael E. Owen
Managing Director
Ladner Reach Properties
29 - 3871 River Road West
Delta, BC V4K 3N2

Dear Michael Owen:

Re: Your lease (Crown land file 2411281) and proposed waste water treatment facility.

Thank you for your email and your letter dated November 24, 2014, regarding your lease and the proposed waste water treatment facility to address waste water compliance issues. In your correspondence you mention the challenge that a two year term presents for obtaining loans in order to complete the installation of the waste water treatment facility and request that longer term tenure. For the reason cited below, the Ministry of Forests, Lands and Natural Resource Operations (FLNR) cannot provide long term tenure at this time; however we can provide this letter of comfort which states FLNR's intentions.

As explained in our letters dated November 17 and December 17, 2014, FLNR is legally obligated to consult and where required, accommodate First Nations whenever a government decision or activity had the potential to adversely impact First Nations interests on the land base. Consultation is a major undertaking as there approximately 360 tenures that have transitioned and 21 First Nations with interests in the transition area. FLNR was unable to complete consultation before Port Metro Vancouver's head leases expired on December 31, 2014. As a result, FLNR offered two year tenures to all tenure holders within the transition area of the Fraser River.

We understand that Ladner Reach Properties has held a lease with the Fraser River Port Authority since 1999 and has been in good standing with the Port. We also understand that you are seeking long term tenure to allow for greater certainty and to obtain financing required for your proposed waste water treatment facility. Subject to the completion of the consultation and accommodation process with First Nations, it is FLNR's intention to enter into a 30 year lease with Ladner Reach Properties.

If you have further questions or concerns, please contact Thayer Nugent, Senior Land Officer by phone at (604) 586-4418 or by email at Thayer.Nugent@gov.bc.ca

Thank you

Kevin Haberl
Acting Director of Authorizations
South Coast Natural Resource Region

Ladner Reach Properties Ltd.

29 - 3871 River Road West, Delta, B.C. V4K 3N2

E-mail: ladnerreach@dccnet.com

Phone (604) 946-9747 Fax (604) 940-9747

January 12, 2015

RECEIVED

JAN 15 2015

Ministry Of Forests, Lands and Natural Resource Operations
FrontCounter BC

Log No.

Heather MacKnight
Regional Executive Director FLNR
Suite 200, 10428 - 153 Street
Surrey, BC V3R 1E1

Dear Heather:

I am receipt of Thayer Nugent's letter of December 17, 2014 in regard to our two year temporary term while consultation occurs with First Nations. Ladner Reach needs a lease or other document from FLNRO or the Province to guarantee that our 30 year waterlot lease is a fait au compli. Is there such a document your Ministry can provide to Ladner Reach?

Are there any such documents or agreements with others along the Fraser River who are in similar circumstances?

Our concerns are outlined in our letter dated November 24, 2014 to Alec Drysdale. A copy is included for your reference. We need this document for our waste water application and for financing by our credit union.

Our environmental consultant, Craig Regier (Cleartech Consulting, 1345 Salsbury Drive, Vancouver; phone 604-329-8324; email info@cleartechconsultingltd.com), has told us in a meeting on January 9, 2015 that our waste water treatment application is now complete with the conclusion of the phosphorous study. This application will be filed by February 7, 2015.

Thank you for your consideration and could you call me at (604) 946-9747?

Yours truly,



Michael E. Owen,
Managing Director

Ladner Reach Properties Ltd.

29 - 3871 River Road West, Delta, B.C. V4K 3N2

E-mail: ladnerreach@dccnet.com

Phone (604) 946-9747 Fax (604) 940-9747

COPY

November 24, 2014

Alec Drysdale,
Project Director
Ministry of Forests, Lands and Natural Resource Operations
200 - 10428 153 St.,
Surrey, BC V3R 1E1

Dear Alec:

WITHOUT PREJUDICE

Re: Our Application for Tenure over Crown Land

The "various matters" described in the Notice of Final Review have been, or will be, completed prior to 4:00 p.m. on December 1, 2014 with the exception of:

2. Requirements

Additional Requirements

Despite referring to the Conservation Data Centre web site, we are unable to identify a species at risk within or near our lease area. Clicking on the [BC Species and Ecosystems Explorer](#) to access the Red and Blue lists results in a message:

"Failure of server APACHE bridge: No backend server available for connection: timed out after 10 seconds or idempotent set to OFF or method not idempotent."

At the moment this is a moot point because we plan no immediate changes to existing improvements, new works or new activities within our area. Is there a specific issue that your team members have concern about?

The requirement for floating homes to comply with the Sewerage System Regulation or Municipal Sewerage Regulation presents a problem.

Delta's sanitary sewage system does not extend to our property, leaving only the Provincial Regulation and our own on-site treatment site.

Ladner Reach Properties Ltd. has been attempting to install a waste water treatment facility for the floating homes within its marina for a long time, but has been thwarted due to a number of

technical difficulties including placement of the outfall pipe, conflicts with river navigation, new land and dyke height requirements due to anticipated rising ocean levels related to climate change, etc. We engaged the services of an architect and engineer more than six years ago to assist us in this process, and have been able to resolve most of these problems. The equipment has been sourced, priced and quoted to us and awaits delivery. The piers and floats are plumbed for service; all berths are serviced; most of the floating homes have holding pump tanks and the remaining tenants without holding pump tanks have been notified that they will have to install them once the upland facility is operational.

The main issue we face with regard to the water lot lease is the length of the lease. We were unable to obtain a long-term lease from either Fraser Port or Port Metro Vancouver due to uncertainty in negotiations for an extension of the Head Lease with the Province. A waste water treatment facility will cost hundreds of thousands of dollars, and financial institutes are reluctant to extend loans for such capital costs when lease periods are a fraction of the expected life of the improvement. The two-year license period offer will make this a virtual impossibility. We already have a loan pre-approved based on the upland for collateral on condition that we obtain a long-term lease. The financial institution is concerned that the revenue from the upland does not support the loan. The bulk of our revenue stream comes from the water lot. Therefore, the urgency for a longer term water lot lease.

Last Thursday compliance officers from the federal government and officials from the provincial environment ministry visited our marina acting on a complaint concerning the discharge of untreated sewage from float homes at our water lot. We related the problems we faced in bringing the floating homes into compliance with federal and provincial regulations, and the environment ministry officials indicated they would be contacting you in this regard. During the inspection of our marina it became clear that our company was not in violation of regulations, but rather it was our tenants. Whether this will satisfy the officers and officials as a technicality to satisfactorily address the complaint concern is unknown. We are preparing a letter for them and will cc you. Nevertheless our company will ensure our tenants are brought into compliance by the installation of a waste water treatment facility at the earliest practicable opportunity or they will have to leave this marina.

Our company will continue to proceed in good faith with installation of a waste water treatment facility for the floating homes located in our marina, and hope that this pledge will allow for approval of our Application for Tenure over Crown Land with a longer term as applied for.

Yours truly,

A handwritten signature in black ink, appearing to read "Michael E. Owen". The signature is fluid and cursive, with a large, stylized "M" and "O".

Michael E. Owen,
Managing Director

Nugent, Thayer FLNR:EX

From: Anderson, Keith FLNR:EX
Sent: Friday, January 16, 2015 11:26 AM
To: Nugent, Thayer FLNR:EX
Subject: FW: First Nations Consultation
Attachments: Alec Drysdale letter - November 24,2014.pdf

For file

From: Ladner Reach Properties Ltd. [<mailto:ladnerreach@dccnet.com>]
Sent: Friday, December 5, 2014 2:49 PM
To: Anderson, Keith FLNR:EX
Cc: Lowther, Valerie FLNR:EX; 'Michael Owen'
Subject: FW: First Nations Consultation

Hello, Keith:

Ladner Reach's file number is 2411281

Per Mike's request, I have attached the letter that he is referring to. The email from Alec that Mike mentioned is just the one in which Alec said he was taking a leave.

Regards,

Margita Pickett

From: Michael Owen [<mailto:mowen@dccnet.com>]
Sent: Friday, December 05, 2014 11:49 AM
To: Ladner Reach
Subject: Fw: First Nations Consultation

From: Anderson, Keith FLNR:EX
Sent: Friday, December 05, 2014 11:40 AM
To: 'Michael Owen'
Cc: Lowther, Valerie FLNR:EX
Subject: RE: First Nations Consultation

Hi Michael

Probably. I but at the moment I have no knowledge of it . so I will have to get up to speed on it.
This may involve re-inventing the wheel on your part

I am currently signing all documents that have been returned by the clients. What is your file number?

Can you send me copies of all the relevant correspondence to date. (especially the e-mail)

Thanks

Keith Anderson

A/Director of Resource Authorizations
South Coast Natural Resource Region

Ministry of Forests, Lands and Natural Resource Operations

Suite 200, 10428 153rd Street
Surrey BC V3R 1E1

Visit website at <http://www.al.gov.bc.ca/clad>

From: Michael Owen [<mailto:mowen@dccnet.com>]
Sent: Friday, December 5, 2014 10:54 AM
To: Anderson, Keith FLNR:EX
Subject: First Nations Consultation

Keith, on behalf of Ladner Reach Properties, we wrote Alec asking if there was any way to expedite our Fraser River lease renewal. In light of Alec's email will you be handling this part of the file? Regards Mike Owen.
Ladner Reach Properties Ltd.

Nugent, Thayer FLNR:EX

From: Nugent, Thayer FLNR:EX
Sent: Friday, January 16, 2015 8:01 AM
To: 'Ladner Reach Properties Ltd.'
Cc: MacKnight, Heather FLNR:EX
Subject: RE: letter to heather mcknight re lease
Attachments: 2411281 - Letter Jan 15 15.pdf

Hi Mike,

We are able to provide you with a letter of comfort stating that, subject to the completion of the consultation process with First Nations, it is the Ministry's intention to enter into a 30 year lease with Ladner Reach Properties. I've attached a digital copy of the letter. The original has been sent to you in the mail. Please let me know if you have any further questions.

Best Regards,

Thayer Nugent, MCIP RPP, A.Ag.
Senior Land Officer (Fraser River)
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
200 - 10428 153 Street, Surrey, BC V3R 1E1
Ph: 604.586.4418 (** New Phone Number as of Oct. 1, 2014**)
E-mail: Thayer.Nugent@gov.bc.ca

From: MacKnight, Heather FLNR:EX
Sent: Monday, January 12, 2015 3:42 PM
To: 'Ladner Reach Properties Ltd.'
Cc: Nugent, Thayer FLNR:EX
Subject: RE: letter to heather mcknight re lease

Hi Mike,

Thanks for your email. I have asked staff to look into your request. Thayer Nugent will follow up with you.

At this time we do not have any agreements with others along the Fraser River in respect to a longer term tenure other than what has been offered (2 years). The Ministry is working diligently to complete the First Nation consultation and appreciates the challenge that the shorter term tenure poses to tenure holders such as yourself.

Heather MacKnight
Regional Executive Director, South Coast
Ministry of Forests, Lands and Natural Resource Operations
200 - 10428 153 Street, Surrey, BC V3R 1E1
604-586-2892

From: Ladner Reach Properties Ltd. [<mailto:ladnerreach@dccnet.com>]
Sent: Monday, January 12, 2015 11:29 AM

To: MacKnight, Heather FLNR:EX
Subject: letter to heather mcknight re lease

Dear Heather

I am receipt of Thayer Nugent's letter of December 17, 2014 in regard to our two year temporary term while consultation occurs with First Nations. Ladner Reach needs a lease or other document from FLNRO or the Province to guarantee that our 30 year waterlot lease is a fait au compli. Is there such a document your Ministry can provide to Ladner Reach?

Are there any such documents or agreements with others along the Fraser River who are in similar circumstances?

Our concerns are outlined in our letter dated November 24, 2014 to Alec Drysdale. A copy is included for your reference. We need this document for our waste water application and for financing by our credit union.

Our environmental consultant, Craig Regier (Cleartech Consulting, 1345 Salsbury Drive, Vancouver; phone 604-329-8324; email info@cleartechconsultingltd.com), has told us in a meeting on January 9, 2015 that our waste water treatment application is now complete with the conclusion of the phosphorous study. This application will be filed by February 7, 2015.

Thank you for your consideration. Could you call me at (604) 946-9747?

A hard copy of this letter will be sent to you under separate cover.
Sincerely,
Michael Owen, Managing Director

Ladner Reach Properties Ltd.

29 - 3871 River Road West, Delta, B.C. V4K 3N2

E-mail: ladnerreach@dccnet.com

Phone (604) 946-9747 Fax (604) 940-9747

March 24, 2015

Thayer Nugent
Senior Land Officer
Ministry of Forests, Lands, and Natural Resource Operations
Suite 200, 10428 – 153 St.
Surrey, B.C. V3R 1E1

Dear Ms. Nugent:

I would like to respond to Kevin Haberl's letter of January 15, 2015 which is attached. He has indicated that if we have any further questions to address them to you.

Ladner Reach has had three 20-year leases with the former Fraser River Port Authority and the former Fraser River Harbour Commission. Our first 20-year lease ended in 1975, the second in 1995, and the third lease ends in 2018.

Mr. Haberl's letter does not give any indication of when First Nations consultations will commence or end. It just provides 2-year tenure for now. Can you give us any definite time line? Will the two years be enough time? Or, will we be told, as we have three times previously, that more time will be needed?

For many years riparian rights were quoted and spoken about that we, the upland owner, had the sole right of access and egress to the navigable waterway from our upland property. Can you provide me any assurances that these rights will not be extinguished by these First Nations consultations?

Ladner Reach wants a renewal lease to provide the following:

- Moorage stability to our 28 individual float home owners. Some of these owners are under considerable financial strain or have the inability to sell and get on with their aging lives;
- To invest hundreds of thousands of dollars more to install a stand-alone sewage treatment plant;
- To provide security to our financial institution which has provided the funding for all our marina and upland improvements;

- To be able to move forward with dealing with Delta and its community planning and rezoning issues for the remaining portion of our upland property;
- To begin to understand and plan for the province's requirement for new dyke heights, which indicate that our fee simple property may have to be elevated by about five feet by 2050. This is not an inexpensive undertaking. Our preliminary engineering estimates come in at \$1 million for our property. Without a lease in place there would be no purpose in undertaking this expensive measure.

There are many factors why we want our water lot lease renewed.

Thank you for your efforts in this pressing matter.

Yours truly,

A handwritten signature in cursive script that reads "Michael Owen". The signature is written in dark ink and is positioned above the printed name.

Michael Owen,
Managing Director

Attachment



RECEIVED
JAN 20 2015

January 15, 2015

File #: 2411281

Michael E. Owen
Managing Director
Ladner Reach Properties
29 - 3871 River Road West
Delta, BC V4K 3N2

Dear Michael Owen:

Re: Your lease (Crown land file 2411281) and proposed waste water treatment facility.

Thank you for your email and your letter dated November 24, 2014, regarding your lease and the proposed waste water treatment facility to address waste water compliance issues. In your correspondence you mention the challenge that a two year term presents for obtaining loans in order to complete the installation of the waste water treatment facility and request that longer term tenure. For the reason cited below, the Ministry of Forests, Lands and Natural Resource Operations (FLNR) cannot provide long term tenure at this time; however we can provide this letter of comfort which states FLNR's intentions.

As explained in our letters dated November 17 and December 17, 2014, FLNR is legally obligated to consult and where required, accommodate First Nations whenever a government decision or activity had the potential to adversely impact First Nations interests on the land base. Consultation is a major undertaking as there approximately 360 tenures that have transitioned and 21 First Nations with interests in the transition area. FLNR was unable to complete consultation before Port Metro Vancouver's head leases expired on December 31, 2014. As a result, FLNR offered two year tenures to all tenure holders within the transition area of the Fraser River.

We understand that Ladner Reach Properties has held a lease with the Fraser River Port Authority since 1999 and has been in good standing with the Port. We also understand that you are seeking long term tenure to allow for greater certainty and to obtain financing required for your proposed waste water treatment facility. Subject to the completion of the consultation and accommodation process with First Nations, it is FLNR's intention to enter into a 30 year lease with Ladner Reach Properties.

If you have further questions or concerns, please contact Thayer Nugent, Senior Land Officer by phone at (604) 586-4418 or by email at Thayer.Nugent@gov.bc.ca

Thank you

A handwritten signature in black ink, appearing to read "Kevin Haberl".

Kevin Haberl
Acting Director of Authorizations
South Coast Natural Resource Region

Nugent, Thayer FLNR:EX

From: Michael Owen <mowen@dccnet.com>
Sent: Friday, March 27, 2015 6:23 PM
To: Nugent, Thayer FLNR:EX
Subject: Re: First Nations Consultations Fraser River Lease Update

Thanks Thayer. I know Delta Municipal Council is contacting their mla and perhaps you or heather. I know a couple of float home owners along the river have gone to deltas other mla viki huntington but they are tenants of a property owner who is not so concerned but wont allow sales of their float homes to happen or says hey 30 days!!!

Ladner Reach may or will soon have an issue with BCMOE as their sewage treatment permit requires permission of the property owner in this case the province of bc, where the treated water is to be discharged. I'll leave that issue aside for now as Craig Regier our sewage consultant is working thru the moe process. We may need some "help" there then?

Either way I know your trying your best in a very complicated complex area.

From: Nugent, Thayer FLNR:EX
Sent: Friday, March 27, 2015 4:38 PM
To: 'Michael Owen' ; MacKnight, Heather FLNR:EX
Subject: RE: First Nations Consultations Fraser River Lease Update

Hello Michael,

Thank you for your email. I appreciate your advisement of the concerns that you and other clients along the Lower Fraser have with respect to long term certainty for your tenures. I also just received the letter from Ladner Reach Properties. I will address your question regarding the time frame for replacing the short term tenures with my response letter.

If you have any additional questions, please let me know.

Best Regards,

Thayer Nugent, MCIP RPP, A.Ag.
Senior Land Officer (Fraser River)
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
200 - 10428 153 Street, Surrey, BC V3R 1E1
Ph: 604.586.4418 E-mail: Thayer.Nugent@gov.bc.ca

From: Michael Owen [<mailto:mowen@dccnet.com>]
Sent: Thursday, March 26, 2015 3:42 PM

To: MacKnight, Heather FLNR:EX; Nugent, Thayer FLNR:EX
Subject: First Nations Consultations Fraser River Lease Update

Ms Thayer, I'd like to give you a heads up about concerns growing along the lower Fraser about the time line to renew water lot leases. I have sent you a letter from our Company Ladner Reach Properties by regular mail asking about these consultations and when we might expect our renewed lease.

In my role as General Commercial User Group representative, I "represent" some 500 plus individuals and businesses within the geographical area of Port Metro Vancouver, with some 250 plus now in transition on that portion of the Fraser River now under FLNRO. Many asking waiting wondering when they might know when they can proceed.

I know of at least two letters from business organizations in draft or on their way to you, asking about a status report or update as to when businesses along the Fraser can expect their renewal lease. Delta Municipality has water front lands in their harbour and they wish to proceed with and cannot.

I have clients on Mitchell Island who wish to make improvements to their water lot and I have two other large businesses in Ladner asking me similar questions.

Do you have any concrete time frame as to when we can expect our existing leases to be renewed?

Regards Michael Owen. 604 946 9747



April 21, 2015

File #: 2411281

Michael E. Owen
Managing Director
Ladner Reach Properties
29 – 3871 River Road West
Delta, BC V4K 3N2

Dear Michael Owen:

Thank you for your letter dated March 24, 2015, received by our office on March 26, 2015.

In your letter, you request more information on the consultation process with First Nations. As explained in our previous letters, the Ministry of Forests, Lands and Natural Resource Operations (FLNR) has a legal obligation to consult and where required, accommodate First Nations whenever a government decision or activity has the potential to adversely impact First Nations interests on the land base. Consultation is a major undertaking as there are approximately 360 tenures that have transitioned from Port Metro Vancouver and 21 First Nations with interests in the transition area. It is our intention to offer long term certainty to our clients after we have met our duty to consult. Consultation is ongoing and the communication between the parties is privileged, which makes it impossible to offer a definite timeline.

FLNR understands that Ladner Reach Properties is seeking long term tenure in order to provide certainty and address the challenges you outlined in your letter. As previously stated, our intention is to provide a long term replacement lease prior to the expiration of your current lease. You will receive correspondence from my office regarding the replacement application process later this year.

Your letter also requests assurance that riparian rights will not be extinguished by consultation with First Nations. Riparian rights refer to a collection of rights established through common law, which includes ingress and egress from navigable waters from all points along the natural boundary to the upland parcel. Consultation is a process through which the Province and First Nations engage to understand First Nation interests and concerns, and where appropriate, accommodate impacts to those interests. This process does not impact the ability of upland owners to exercise riparian rights.

If you have further questions or concerns, please contact me by phone (604)586-4418 or email at Thayer.Nugent@gov.bc.ca.

Sincerely,

Thayer Nugent
Senior Land Officer

Thiel, Bryanna FLNR:EX

From: Thiel, Bryanna FLNR:EX
Sent: Thursday, October 15, 2015 3:38 PM
To: 'ladnerreach@dccnet.com'
Subject: RE: Ladner Reach - Lease

Hello Mike,

Sorry for the delay in reply. Below are the responses from Thayer Nugent and the Section Head of our department.

We are wrapping up all of our site visits (yours was one of the first) at the end of this month, and then will be moving into the next phase of the Fraser River transition process. You will be contacted by our office in early 2016 with the next steps for tenure replacements that will expired at the end of 2016.

Thank you for your patience.

Regards,

Bryanna Thiel MSc AAg

Land Technical Officer | Crown Lands Authorizations
Ministry of Forests, Lands & Natural Resource Operations | South Coast Regional Office
200 - 10428 153 Street | Surrey, BC, V3R 1E1 | ☎ 604-586-4428 | ✉ Bryanna.Thiel@gov.bc.ca

From: Ladner Reach Properties Ltd. [<mailto:ladnerreach@dccnet.com>]
Sent: Wednesday, August 26, 2015 9:16 AM
To: Thiel, Bryanna FLNR:EX; Nugent, Thayer FLNR:EX
Cc: 'Mike'
Subject: Ladner Reach - Lease

Ladner Reach Properties Ltd.

29 - 3871 River Road West, Delta, B.C. V4K 3N2
E-mail: ladnerreach@dccnet.com
Phone (604) 946-9747 Fax (604) 940-9747

August 25, 2015

Thayer Nugent

Brianna Thiel

Thank you both for dedicating your time to our marina and for attempting to provide Ladner Reach with a renewed water lot lease. Coming to you by courier will be a envelope with the details we discussed. If this is incorrect or I have missed a request of yours, please advise so one complete package can be couriered to your office. Thank you for providing the information listed below.

1. Revised list of all floats that Ladner Reach owns, occupying the water lot including our current work floats;
2. Measurements of every vessel as they moor here today. Our moorage agreement refers to them as vessels as some are federally registered, some are provincially registered, and some are named. This measurement is the actual barge size and the overall exterior measurement. Most will be the same measurement but there are a few vessels (float homes) here which protrude past the side or end walls of their respective barge. Some will have decks and others actual walls. We will indicate these to differentiate between walls versus outside decks. Our understanding is that you want the structural components: rooflines, decks, patios, walkways secured to the barge included.e. the widest, longest length;
3. Measure every private float adjacent to any vessel (float home). These private floats are the property of the corresponding owner of the vessel (float home);
4. Provide measurements of Ladner Reach's work skiff shelter and tug boat;
5. Provide another survey plan of the site with the measurements of the vessel (float home) in their actual berth. Our records indicate an overall survey plan accompanied our renewal application;
6. Provide a copy of our moorage agreement with our vessel owners. We provided one to you yesterday. **Ladner Reach, amends, changes, adds, or deletes clauses all the time. Not all moorage agreements are the same.** Some are month to month while others have defined start dates and end dates; some reflect other services Ladner Reach provides. Alec Drysdale had told us the relationship between Ladner Reach and a vessel owner mooring at our facility was our business and not the concern of the Province of B.C's FLNRO. Has this changed? Is Ladner Reach to provide you with changes to its moorage agreement as they occur? This has not changed. As you are operating as a marina, the agreements you have between Ladner Reach and a vessel owner mooring at your facility is your business.

Ladner Reach understands its relationship with the Province's FLNRO as laid out in our current lease.

FLNRO is going to provide Ladner Reach with:

1. Insurance details – liability and / or Pacific Hulls 1974 removal of wrecks requirements, liability amount for our lease, liability amount for any tenant;
Will these requirements be the same for other floating home facilities?
I've discussed this with our Senior Portfolio Administrator. The insurance requirements are outlined in your lease document, which is Commercial General Liability insurance of not less than \$2 million. We do not have a requirement for your tenants to have insurance. It is up to you as the operator and tenure holder what your requirements are for your tenants.
2. Fee schedule for behind our main float to shore area. This is where, in the past, Ladner Reach has stored work floats and has allowed complimentary small boat storage for the tenants.
As per Crown land policy for Commercial Marina's, rent is calculated based on potential moorage space. If that space is being used for moorage, it would be included in the rental calculations.
3. New foreshore lease – our current interim lease ends in 2016. Does FLNRO have a date they can give Ladner Reach as to when Ladner Reach Properties can expect a renewed 30-year lease?

We anticipate sending letters to all tenure holders regarding the tenure replacement process in early 2016.

4. Mr. Penner was recently engaged by the Province of B.C. in the Sunshine Coast area. Is the issuance of Ladner Reach's new lease having further challenges beyond previous correspondence from Kevin Haberl at FLNRO dated January 15, 2015.

FLNR is working with the Province to complete consultation with First Nations. Mr. Penner's current work for the Province is not connected with this process.

Sincerely,
Michael Owen

*Ladner Reach Properties Ltd.
29 - 3871 River Road West
Delta, B.C.
(604) 946-9747*

Thiel, Bryanna FLNR:EX

From: M. Owen <mowen@dccnet.com>
Sent: Monday, August 17, 2015 12:56 PM
To: Thiel, Bryanna FLNR:EX
Subject: Re: Ladner Reach Properties Site Inspection August 19, 2015

thank you look forward to it. mike

From: Thiel, Bryanna FLNR:EX
Sent: Monday, August 17, 2015 12:18 PM
To: 'M. Owen'
Subject: RE: Ladner Reach Properties Site Inspection August 19, 2015

The site inspections are being conducted prior to the process for replacing your tenure. We anticipate sending out letters regarding the tenure replacement application in the late fall/early winter. We can discuss this process in greater detail on Wednesday.

See you Wednesday!
Regards,

Bryanna Thiel MSc AAg

Land Technical Officer | Crown Lands Authorizations
Ministry of Forests, Lands & Natural Resource Operations | South Coast Regional Office
200 - 10428 153 Street | Surrey, BC, V3R 1E1 | ☎ 604-586-4428 | ✉ Bryanna.Thiel@gov.bc.ca

From: M. Owen [mailto:mowen@dccnet.com]
Sent: Monday, August 17, 2015 11:44 AM
To: Thiel, Bryanna FLNR:EX
Subject: Re: Ladner Reach Properties Site Inspection August 19, 2015

perfect does this mean our 30 year applied for lease is forthcoming? Mike

From: Thiel, Bryanna FLNR:EX
Sent: Monday, August 17, 2015 11:38 AM
To: 'M. Owen'
Subject: RE: Ladner Reach Properties Site Inspection August 19, 2015

Hello Mike,

This is a routine inspection as part of the process of updating all the files that were originally sub-tenured by Port Metro Vancouver. The inspection will be a physical one for our office to confirm that the improvements we have on file are accurate. We will want to walk around and take photos as well as some measurements onsite. This is not an inspection in response to a complaint or infraction.

We shouldn't need anything particular prepared by you or your tenants. We will want to review how the area is being managed, make sure the management plan submitted is up to date, and get up to speed on any planned changes that will be happening in the future.

Hope this is helpful!

Let me know if you have any other questions.

Regards,

Bryanna Thiel MSc AAg

Land Technical Officer | Crown Lands Authorizations

Ministry of Forests, Lands & Natural Resource Operations | South Coast Regional Office

200 - 10428 153 Street | Surrey, BC, V3R 1E1 | ☎ 604-586-4428 | ✉ Bryanna.Thiel@gov.bc.ca

From: M. Owen [<mailto:mowen@dccnet.com>]

Sent: Monday, August 17, 2015 11:32 AM

To: Thiel, Bryanna FLNR:EX

Subject: Re: Ladner Reach Properties Site Inspection August 19, 2015

are there or is there any documents we need to have prepared for your visit? Is this a physical inspection of? Any particular area or part of our facility you wish to see? Is this a routine inspection or an inspection because of a complaint or reported infraction? Mike

From: Thiel, Bryanna FLNR:EX

Sent: Monday, August 17, 2015 11:16 AM

To: 'M. Owen'

Subject: RE: Ladner Reach Properties Site Inspection August 19, 2015

Sounds great! Thanks for getting back to me so quickly.

Regards,

Bryanna Thiel MSc AAg

Land Technical Officer | Crown Lands Authorizations

Ministry of Forests, Lands & Natural Resource Operations | South Coast Regional Office

200 - 10428 153 Street | Surrey, BC, V3R 1E1 | ☎ 604-586-4428 | ✉ Bryanna.Thiel@gov.bc.ca

From: M. Owen [<mailto:mowen@dccnet.com>]

Sent: Monday, August 17, 2015 11:15 AM

To: Thiel, Bryanna FLNR:EX

Subject: Re: Ladner Reach Properties Site Inspection August 19, 2015

drop by our office. centre pier we will be happy to see you
mike

From: Thiel, Bryanna FLNR:EX

Sent: Monday, August 17, 2015 10:59 AM

To: <mailto:mowen@dccnet.com>

Cc: Thiel, Bryanna FLNR:EX

Subject: Ladner Reach Properties Site Inspection August 19, 2015

Dear Michael,

I am the Land Officer that has been assigned to do a site inspection of your Lease tenure File #2411281. I am writing to let you know that the site inspection will take place this coming Wednesday August 19, 2015. Please let me know if there are any access concerns such as locked gates or guard dogs about which I should be aware. We will likely arrive around 10:00 am.

If you have any questions or concerns, please do not hesitate to contact me.

I look forward to visiting your site!

Regards,

Bryanna Thiel MSc AAg

Land Technical Officer | Crown Lands Authorizations

Ministry of Forests, Lands & Natural Resource Operations | South Coast Regional Office

200 - 10428 153 Street | Surrey, BC, V3R 1E1 | ☎ 604-586-4428 | ✉ Bryanna.Thiel@gov.bc.ca

Thiel, Bryanna FLNR:EX

To: Nugent, Thayer FLNR:EX
Subject: Ladner Reach FYI

Hi Thayer,

Just had a quick question from Michael and Terry and Ladner Reach. They are conducting their measurements for the float homes. I have said that the footprint of decorative awnings over windows etc are not included with our measurements for total float home footprint. Instead the greatest of the barge area, contained walled area (including protrusions that may exist on the second/third floor), or any areas attached or detached used as decks.

I will put this to file.

Regards,

Bryanna Thiel MSc AAg

Land Technical Officer | Crown Lands Authorizations

Ministry of Forests, Lands & Natural Resource Operations | South Coast Regional Office

200 - 10428 153 Street | Surrey, BC, V3R 1E1 | ☎ 604-586-4428 | ✉ Bryanna.Thiel@gov.bc.ca

Ladner Reach Properties Ltd.

29 - 3871 River Road West, Delta, B.C. V4K 3N2

E-mail: ladnerreach@dccnet.com

Phone (604) 946-9747 Fax (604) 940-9747

December 3, 2015

Thayer Nugent
Brianna Thiel
Ministry of Forests, Lands and Natural Resource Operations
200 - 10428 153 St.
Surrey, BC
V3R 1E1

As per your site visit and our discussion attached is the information you requested:

1. Our list of measurements for each float home and its private side or front float, if it has one (first page);
2. Surveyed site plan (pages numbered 1, 2, 3, 4);
3. Our revised float list (last page);
4. Measurements for our work skiff shelter, and length and width of our tug (last page);
5. Copies of moorage agreements - we have two: one for month-to-month and one for ten-year tenure.

We can provide you with a pdf file of items 1 to 4 if you would like.

Regards,



Michael Owen
Managing Director



Our File: 2411281

June 28, 2016

Ladner Reach Properties Inc.
29 – 3871 River Road W
Delta BC V4K 3N2

Attention: Mike Owen

Dear Sir:

Re: Tenure Replacement Application Process

Your Lease agreement over that part of District Lot 235, Group 2, New Westminster District containing 0.98 hectares, more or less and issued for marina and float home purposes will expire on January 1, 2017. To apply for a replacement tenure, the following must be delivered to our office on or before July 28, 2016.

1. Completed Application for Crown Land (Replacement) enclosed;
2. Application fee in the amount of \$250.00 and GST for a total of \$262.50. Cheques are payable to the Minister of Finance; and
3. A site plan, drawn to scale with a north arrow, identifying the boundaries of the application area in relation to other legal boundaries and showing the location of all improvements.

Please note, additional information and/or documentation may be required. If you have any questions regarding this information, do not hesitate to contact me by email at crystal.hartnell@gov.bc.ca or by phone at 604-586-5640.

Yours truly,

Crystal Hartnell
Portfolio Administrator
Encs.



March 24, 2016

Dear Tenure Holder:

On January 1, 2015, the Ministry of Forests, Lands and Natural Resource Operations (FLNR) became responsible for the administration of Crown land in the Lower Fraser River estuary after the expiration of the long standing head leases held by Port Metro Vancouver (PMV). We are writing to provide an update on the transition of Crown land from PMV to FLNR and on the process for obtaining longer term tenure.

In our November 17, 2014 letter, FLNR wrote to provide you with an explanation as to where we were in the review process and why Crown land agreements were offered for two year terms. As stated in that letter, due to the number and complexity of tenures being transitioned, FLNR was unable to complete consultation with First Nations before the expiration of the head lease on December 31, 2014. Since that time, FLNR has been working diligently to address outstanding issues and continue consultation with First Nations. We anticipate the consultation process to be in its final stages in the summer of 2016.

FLNR staff has also conducted site visits for all transition files in order to better understand the Lower Fraser River and our clients and businesses operating on the River. FLNR is also working with other agencies, including federal and provincial agencies and local governments to further collaboration on the management of the Lower Fraser River.

As the current agreements will expire on January 1, 2017, FLNR is initiating the process for replacement of those agreements. The attached letter provides information on how to submit your replacement application and the application requirements. Our goal is to provide greater certainty for tenure holders. If you have general questions on this process, please contact Thayer Nugent, Senior Authorizations Office at 604-586-4429 or Thayer.Nugent@gov.bc.ca. Questions regarding the replacement application requirements can be directed to the assigned Portfolio Administrator as per the enclosed letter titled Tenure Replacement Application Process.

Yours truly,

Donna Myketa
Manager, Crown Land Authorizations

Encl: Tenure Replacement Application Process Letter
Replacement Application Form

Evans, Andrea FLNR:EX

From: Johnsrude, Allan N FLNR:EX
Sent: Thursday, April 6, 2017 2:46 PM
To: Myketa, Donna FLNR:EX; Haberl, Kevin J FLNR:EX
Cc: Townsend, Dave H GCPE:EX; French, Jacqueline FLNR:EX; Saini, Navi FLNR:EX; Evans, Andrea FLNR:EX; Elliott, Richard FLNR:EX; Neilson, Karen FLNR:EX
Subject: RE: FYI - FW: Newspaper article on length of water lot leases

Thanks Donna – appreciate you and your teams work on this tricky issue and accept the reasons for decision on the Delta file now causing this stir.

This will continue to have some spinning parts and fear mongering until more tenure decisions are made noting that actions will end up being our best communication (and acknowledge there is a bit of time to the next decisions). With that, please keep me linked into these decisions as they unfold (positive or challenging).

Karen and Richard continue to meet regularly with Musqueam and are committed to grow Musqueam support on our immediate FLNR and client tenure issuance needs.

Allan Johnsrude, RPF
Regional Executive Director, South Coast Region
Ministry of Forests, Lands and Natural Resource Operations
Ph. (604) 586-2892
Email: Allan.Johnsrude@gov.bc.ca

From: Myketa, Donna FLNR:EX
Sent: Thursday, April 6, 2017 8:57 AM
To: Haberl, Kevin J FLNR:EX; Johnsrude, Allan N FLNR:EX
Cc: Townsend, Dave H GCPE:EX; French, Jacqueline FLNR:EX; Saini, Navi FLNR:EX; Evans, Andrea FLNR:EX
Subject: RE: FYI - FW: Newspaper article on length of water lot leases

Just to recap, here is what we are doing to allay the concerns of tenure holders:

- Navi is working with GCPE on a letter to mail out in the next day or two to all tenure holders regarding the timelines and tenure length.
- Messaging is being developed for all Lands Officers who will be speaking to tenure holders about the next batch of tenures (float homes, commercial marinas, commercial general tenures regarding tenure length and timelines for replacement
- I spoke to Mr. Owen on Friday regarding tenure length and told him that each tenure was being considered individually and the tenure length he has read about in the Optimist article doesn't reflect the tenure length for floathome tenures or marina tenures. He provided the name of a mortgage specialist at RBC who works with float home tenures so I could connect with him about financing implications on tenure terms. I spoke to Kelly Fishbrook at RBC who provided some great information regarding financing considerations. These will be used with other considerations in determining a tenure length.
- I have spoken to both Kelly McKloskey and John Roscoe at the BC Floathome Association and provided the same message. The Delta tenure terms do not mean that all tenures will be 10 years. Each is considered individually.

Please let me know if you need any more information. I am in training from 10:30 – 3pm so email or my cell (604-802-1771) is the best way to reach me.

Donna

From: Haberl, Kevin J FLNR:EX
Sent: Thursday, April 6, 2017 8:21 AM
To: Myketa, Donna FLNR:EX; Johnsrude, Allan N FLNR:EX
Subject: FW: FYI - FW: Newspaper article on length of water lot leases

fyi

From: Neilson, Karen FLNR:EX
Sent: Thursday, April 6, 2017 7:48 AM
To: Myketa, Donna FLNR:EX
Cc: Haberl, Kevin J FLNR:EX
Subject: FYI - FW: Newspaper article on length of water lot leases

Hi Donna, (Kevin),

In case you haven't seen the most recent news article – see below.

karen

From: Hudson, James ABR:EX
Sent: Wednesday, April 5, 2017 9:05 PM
To: Lizee, Yvette ABR:EX; Neilson, Karen FLNR:EX; Elliott, Richard FLNR:EX
Cc: Nimetz, Chad R FLNR:EX
Subject: fyi: Newspaper article on length of water lot leases

Hi All,

FYI

Here is a link to a second article in the South Delta paper today:

<http://www.delta-optimist.com/news/uncertainty-on-the-river-1.14127940>

From: Hudson, James ABR:EX
Sent: Saturday, April 1, 2017 4:05 PM
To: Lizee, Yvette ABR:EX; Neilson, Karen FLNR:EX; Elliott, Richard FLNR:EX
Cc: Nimetz, Chad R FLNR:EX
Subject: fyi: Corporation of Delta's response to Seven Seas tenures

Hi All,

Please forward as necessary.

As you're no doubt aware, the Corporation of Delta is publicly expressing disappointment with the tenure length of the Seven Seas properties in Ladner.

Article in local paper on Delta's press release:

<http://www.delta-optimist.com/news/plan-to-revitalize-ladner-waterfront-hits-roadblock-1.13520478>

Delta's press release:

<http://www.delta.ca/your-government/news-events/news-releases/2017/03/29/delta-refuses-to-accept-province-s-decision-on-short-term-water-lot-leases-in-ladner-village>

Council's reports and appendices:

<https://delta.civicweb.net/filepro/documents/165853>

Evans, Andrea FLNR:EX

From: M. Owen <mowen@dccnet.com>
Sent: Friday, April 7, 2017 11:11 AM
To: Kathy Dance, LBA Executive Assistant; Evans, Andrea FLNR:EX
Subject: Re: WATER LOT LEASE Fraser River

Categories: Printed on file

I would suggest that the lba executive and Andrea use the points I have raised and get this off to FNLRO , and Kelly@woodisgood.org and to s.22 and to mr t. sheldon at ministry of forrests. mike

From: Kathy Dance, LBA Executive Assistant
Sent: Friday, April 07, 2017 10:17 AM
To: M. Owen
Cc: Andrea Frustaci
Subject: Re: WATER LOT LEASE Fraser River

Good morning Mike,

I know you have mentioned during our Thursday morning meetings that you would like the LBA to send a letter regarding this issue. We do meet this coming Wednesday so if you would like to send me the letter for us to discuss could you please get it to me by Tuesday so that I can distribute to the Executive?

Thanks Mike.

Kathy Dance
LBA Executive Assistant

From: M. Owen
Sent: Friday, April 7, 2017 9:57 AM
To: Kelly McCloskey ; MPitcairn@richmond.ca ; Tom Awrey ; les jourdain ; Tom lively ; s.22 ; todd ; Carl Nordmann ; Ron Toigo ; Tom Corsie ; leo Stradiotti ; mike@northarm.bc.ca ; john milroy ; Sean McGill ; kelly fishbrook ; Ken Stinson ; dlanphear@envisionfinancial.ca ; s.22 ; Peter ; Bob Field ; MStradiotti@bowragroup.com ; Geoff Plant ; Barry Penner Q.C. ; rob jamieson ; Andrea Frustaci ; Brian Hart ; Gordon Gibson ; steve.a.bahen@ca.ibm.com ; s.22 ; john@northernbuilding.com ; Bruce McConnachie ; greg klemke ; Ross Rettie ; dave semple ; ladner business association
Subject: Re: WATER LOT LEASE Fraser River

To each of you I ask you to let;

1. Kelly McKlosky, kelly@woodisgood.org, to know why it is important to your business or operation to have a long term lease. The Province is considering short term leases and they do not seem to understand how critical these water lot leases are. I just cannot understand why this is such an issue or so hard for FLNRO or Provincial persons to understand. Whether its Donna Myketa, at FLNRO or Tim Sheldon at the Ministry of Forests or all those in between long term leases are critical.

2. speak with your immediate friends in your section of the lower Fraser River where this issue has arisen and ask them to communicate their concerns to Kelly@woodisgod.org. or their respective MLA

3. For those of you with old history and back ground as to why long term leases are critical I would appreciate your help informing the Province why longer term tenures are practical..

Ladner Reach has had water lot leases issued to it by the Former Fraser River Port and Harbour Commission since the mid 1950's. To the best of my knowledge "we" have never had an incident or stewardship issue while here along the Fraser.

The former Fraser River Harbour Commission, and or the North Fraser Harbour Commission, who both had a head lease going back to 1930's, with the Province of BC, both saw a need to have long term agreements to manage and plan for such improvements. Prior to the formation of these former Commissions, water lots and activities along the Fraser were hit and miss at best.

Port Metro today understands this clearly, without tenure, opportunities do not occur. On the remaining Port lands outside of the FRTA, yet within the Fraser River, the Port can still offer long term leases. Many of our competition are not saddled with short term leases. An example is Grants Landing Marina they were given I believe a 49 year lease because the infrastructure required long term financing. Grants is in direct competition with any floating home marina in the FRTA. This alone creates a huge difference in rules regulations and procedures.

For any water lot occupier financing is critical. Many upland properties and this the owner of that upland with riparian rights to the water lot is not large enough to support the loan needed to run the business, install or replace costly infrastructure, and at best lending is fragile, along the River. Financial institutions need security. Often the size of the upland is not enough. For example in Ladner Reach instance, LR has invested almost 2 million dollars into its water lot and upland and another 1/2 million into a sewage treatment plant on shore to accommodate the floating homes. While Ladner Reach has 4.75 acres of upland and we are an anomaly along the river, a good portion of our cash flow to support that infrastructure loan is derived from upland and water lot uses. Without both were unable to operate or exist.

Many waterfront property owners cash flow to support their loans occurs because of their access to water. Tug and barge, shipyards, repair facilities, sand and gravel operations, marinas and fishing companies all have huge cash flows. With out long term secure water lot leases as previously issued by any of the Port Authorities we all become vulnerable to serious impacts, job losses etc.

Matt Pitcairn at the Richmond Chamber of Commerce along with the Surrey and Delta Chamber did a report on the value of the the lower Fraser now identified as the FRTA and the jobs in in the 9,000 range and the economic value is in the Billions. Inter Vistas Consulting in a report to Delta identified about \$100 million dollars worth of economic activity per year in the 5 small secondary channels nearest Ladner.

From: Kelly McCloskey
Sent: Friday, April 07, 2017 4:17 AM
To: M. Owen
Subject: Leases//AGM speakers

Morning Mike

At the COFI conference yesterday I spoke with the Deputy Minister of Forest and Lands (Tim Sheldon) about our water lot leases and emphasized the points we have been making to his staff about the importance of long term leases for our floating home marinas, private developments and individual lease holders. He affirmed the message we've been hearing from their staff but suggested we follow up on Donna's request for more information on why the length of term is so

important. For example, he was not aware of the financing/mortgage challenge people like Kelly Fishbrook of RBC have for reasons that include the fact that CMHC only allows them to offer terms for 5 years shorter than the lease term.

With my FHA hat, I'd like to jump on this early next week, so please send me any thoughts you have in this regard. In addition to financing, mortgages and investments (by floating home owners but also marina owners and prospective developers), what else comes to mind? We talked about insurance as well but I'm not sure how important lease term is there.

Kelly

Evans, Andrea FLNR:EX

From: Myketa, Donna FLNR:EX
Sent: Tuesday, April 4, 2017 11:34 AM
To: Evans, Andrea FLNR:EX
Cc: Sani, Navi FLNR:EX
Subject: RE: Seven Seas land use proposal

Hi Andrea!

Thanks for passing this info to me. Navi is doing some digging into the tenure term for individual float home tenures. Can you look into the proposed tenure term for Ladner Reach Float Home Marina? Let's chat about this one before we respond to him.

Cheers



Donna Myketa RPF CSM
Manager, Lands Authorizations
Ministry of Forests, Lands and Natural Resource Operations
South Coast Natural Resource Region
200 – 10428 153rd Street, Surrey BC, V3R 1E1
Phone (604) 586-4425 Fax: (604) 586-4434

From: Evans, Andrea FLNR:EX
Sent: Tuesday, April 4, 2017 10:28 AM
To: Myketa, Donna FLNR:EX
Subject: FW: Seven Seas land use proposal

FYI, my FRTA file is Mike Owen (Ladner Reach Float Home Marina), seems that the float home owners are stressed about tenure terms

From: M. Owen [<mailto:mowen@dccnet.com>]
Sent: Tuesday, April 4, 2017 9:52 AM
To: Evans, Andrea FLNR:EX; jimandsue@dccnet.com s.22
Subject: Fw: Seven Seas land use proposal

for your information. mike owen

From: M. Owen
Sent: Tuesday, April 04, 2017 9:49 AM
To: Kelly McCloskey ; john roscoe ; Sean McGill ; cao@delta.ca ; s.22
Subject: Re: Seven Seas land use proposal

Ladner Reach Properties Ltd., has contacted FLNRO, and is waiting for a written reply about our specific lease. I hope to have a response from Donna at FLNRO this week.

As the Representative of the General Commercial User Group for the entire FRTA lands and all the other lands within the jurisdiction of Port Metro Vancouver, GCUG, is gathering information at this time only. I prefer to

deal with absolute facts not suspicions or other individual cases as they may not be generic to all the water lot leases. We are contacting some 100 plus tenure holders within the FRTA to see what they have received or know. Then we will decide on a course of action. I can let you know we have sought some preliminary legal advice from a lawyer with a major law firm who specialize in this type of legal issue. This is not an inexpensive process, nor a decision to take lightly.

I think we have an opportunity here to raise this with those running for election in the coming weeks. However to deal with staff at FLNRO, I'd like to give them an opportunity to hear loud and clear our serious concerns and issues.

Regards Mike 604 946 9746

From: Kelly McCloskey
Sent: Tuesday, April 04, 2017 9:26 AM
To: M. Owen
Subject: FW: Seven Seas land use proposal

Its Canoe Pass's Bylaw committee – see below.

K

From: John Roscoe <jroscoe@dccnet.com>
Date: Monday, April 3, 2017 at 9:36 AM
To: Kelly McCloskey <kelly@woodisgood.org>
Subject: FW: Seven Seas land use proposal

Ho Kelly
Not to burden you, but best we try and keep all of us current on this lease endeavour.
s.22 is on our strata council and as below has sent this e mail to Geo Harvie
John

From: John Roscoe [<mailto:jroscoe@dccnet.com>]
Sent: April-03-17 8:51 AM
To: ted
Subject: Re: Seven Seas land use proposal

Hey thanks s.22, and yes I think we should attack FLNRO with as large a force as possible.
I have asked FLNRO to clarify if the 10 yrs will apply to float homes and await their reply.
The Float home assoc. is aware of this and composing a reply, as is Ladner reach properties, The FHA, Ladner sediment group, Ladner reach properties and others will be canvassing ALL water lot lease holders for support.
Will keep you posted as the saga continues
John

Sent from my iPad

On Apr 3, 2017, at 7:55 AM, s.22 wrote:

FYI - I know George personally and sent this to him because of the short time line. I will pass on his response if / when it comes.

s.22

Begin forwarded message:

From: s.22

Subject: Seven Seas land use proposal

Date: April 3, 2017 at 7:46:57 AM PDT

To: cao@delta.ca

Hey George

We at Canoe Pass have just caught on to this issue. Obviously we have concerns about the terms on leases and are on board with your position on the province's seemingly thoughtless approach to the whole thing. Please let me know if there is anything that we as a community might be able to do help your initiative on this. We are 43 individual stakeholders in CPV with another 18 next door. We are actually having community bylaw meeting Wednesday at Fisherman's Hall. If making a request for support would be helpful we could likely do that. Give me a call if you like.

Cheers.

s.22

s.22



Virus-free. www.avg.com

Evans, Andrea FLNR:EX

From: M. Owen <mowen@dccnet.com>
Sent: Wednesday, April 5, 2017 2:50 PM
To: Evans, Andrea FLNR:EX
Subject: Re: Seven Seas land use proposal

Your welcome. s.22 and I do not like it when media, or higher ups in Ottawa, blame the front liners. But I want the facts, as many of us water lot leaseholders are terribly worried and concerned. Some have asked us to commence some sort of legal action, I'd prefer to negotiate between us. Talking is good is my opinion. Mike.

From: Evans, Andrea FLNR:EX
Sent: Wednesday, April 05, 2017 2:44 PM
To: 'M. Owen'
Subject: RE: Seven Seas land use proposal

Thanks for the FYI Mike! I'll be in touch hopefully next week or the week after when I am working on your file.

Andrea

From: M. Owen [<mailto:mowen@dccnet.com>]
Sent: Tuesday, April 4, 2017 9:52 AM
To: Evans, Andrea FLNR:EX; jimandsue@dccnet.com; s.22
Subject: Fw: Seven Seas land use proposal

for your information. mike owen

From: M. Owen
Sent: Tuesday, April 04, 2017 9:49 AM
To: Kelly McCloskey ; john roscoe ; Sean McGill ; cao@delta.ca ; s.22
Subject: Re: Seven Seas land use proposal

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Will keep you posted as the saga continues
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Sent from my iPad

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s.22

Begin forwarded message:

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Subject: Seven Seas land use proposal
Date: April 3, 2017 at 7:46:57 AM PDT
To: cao@delta.ca

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on leases and are on board with your position on the province's seemingly thoughtless approach to the whole thing. Please let me know if there is anything that we as a community might be able to do help your initiative on this. We are 43 individual stakeholders in CPV with another 18 next door. We are actually having community bylaw meeting Wednesday at Fisherman's Hall. If making a request for support would be helpful we could likely do that. Give me a call if you like. Chccrs.

s.22



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Evans, Andrea FLNR:EX

From: M. Owen <mowen@dccnet.com>
Sent: Tuesday, May 9, 2017 12:44 PM
To: Evans, Andrea FLNR:EX
Subject: Re: Ladner Reach Lease Application Requirements - 2411281

when you ask the question how you charge for moorage? monthly?
or are you asking how do we create our moorage fee?

From: Evans, Andrea FLNR:EX
Sent: Tuesday, May 09, 2017 10:38 AM
To: 'M. Owen'
Subject: Ladner Reach Lease Application Requirements - 2411281

Hi Mike,

I am reviewing your file and writing my report to move my recommendation forward to the Decision Maker. After a careful review of your file, I'm hoping that you can clarify a couple of items.

1. Can you please explain to me how you charge for float home moorage? I see on your statutory declaration that the float homes are charged monthly for 12 months each year, but it doesn't state the number of float homes or the moorage that you charge. In your management plan you state that there are six pleasure crafts and on your statutory declaration you only identify one.
 - a. Please state the number of float homes and the monthly moorage rate for them
 - b. Is the pleasure craft moorage included in the float home fee? Or do you charge in a different way?
2. Can you please add an Amendment Management Plan – this will be appended to your 2016 management plan submitted with your application. I'd like you to submit utilities and waste management details. Please include your black water and grey water removal methods, describe any other utility requirements and infrastructure include electrical outlets, pumps, holding tanks and anything else you think is applicable.

Thank you,



Andrea Evans
Authorizations Specialist – Lands
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
Ph: 604.586.5410

Evans, Andrea FLNR:EX

From: Smith, Lindsey FLNR:EX
Sent: Thursday, February 23, 2017 8:33 AM
To: Saini, Navi FLNR:EX; Evans, Andrea FLNR:EX
Subject: RE: Provincial Government water lot rental fees web site

Pricing for regular marinas will carry forward as before with no changes (standard policy – charging for moorage and non-moorage uses).

Pricing for float homes will carry forward with no changes to PMV float home methods used previously as per Decision Note 210025 - Request for Major Policy Variances on Crown Land Pricing for Floathome and Residential Policies on Lower Fraser River Crown land). I wrote up a policy variance to extend not charging fill for float homes so that will need to be approved and in effect prior to us pushing forth float home files to documentation.

1. Annual rent will be at a basic rate of \$900/year for each float home up to a 100m² footprint.
2. Additional rent will be charged for each m² over 100 m² at a rate of \$8/ m².
3. Where two float homes are located within a tenure area, rent will be the sum of calculations for each home.
4. Where additional structures are used for residential purposes, the area of such structures will be incorporated into the rental calculation for the float home, additional rent will only be charged if that combined area exceeds 100 m².

The only changes will be with commercial & industrial pricing where we will try to adhere more to Policy and use a rent schedule in cases of extreme rent increases. The details for this are still being worked out (a policy variance will need to be approved).

When I explain rent for float home tenures I just keep it vague and say there is a standard rent per float home and a small extra charge per square foot over that for larger float homes and extra floating structures.

From: Saini, Navi FLNR:EX
Sent: Thursday, February 23, 2017 8:09 AM
To: Evans, Andrea FLNR:EX
Cc: Smith, Lindsey FLNR:EX
Subject: RE: Provincial Government water lot rental fees web site

Hello!

Lindsey is working on the pricing piece so I've Cc'd her just in case she has any other input.

For the time being I would maybe just provide him with links to the policy pages for float homes and marinas, and let him know that we are currently working on the pricing piece for FRTA files...

Navi

From: Evans, Andrea FLNR:EX
Sent: Tuesday, February 21, 2017 3:38 PM

To: Saini, Navi FLNR:EX
Subject: FW: Provincial Government water lot rental fees web site

This is a PMV marina or floathome marina rent question. Should I hold him off for updates from the PMV pricing team?

From: M. Owen [<mailto:mowen@dccnet.com>]
Sent: Tuesday, February 21, 2017 12:02 PM
To: Evans, Andrea FLNR:EX
Subject: Provincial Government water lot rental fees web site

Andrea, I understand somewhere there is a Provincial "web site" which outlines how the Province currently values and charges for water lot uses. Do you know what links that I could access? Michael Owen.

From: Evans, Andrea FLNR:EX
Sent: Tuesday, February 14, 2017 11:59 AM
To: 'mowen@dccnet.com'
Subject: RE: insurance levels for our water lot lease

Hi Mike,

Your previous agreement asked for \$2,000,000 liability insurance. For your upcoming replacement, I will likely be recommending the same amount.

Let me know if you have any more questions.

Thanks,
Andrea



Andrea Evans
Authorizations Specialist – Lands
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
Ph: 604.586.5410

From: Nugent, Thayer FLNR:EX
Sent: Monday, February 6, 2017 9:12 AM
To: Evans, Andrea FLNR:EX
Subject: FW: insurance levels for our water lot lease

Hi Andrea,

Could you respond to Mike? The file number is 2411281.

Thank you,

Thayer Nugent, MCIP RPP, A.Ag.
Senior Authorizations Officer - Lands
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
200 - 10428 153 Street, Surrey, BC V3R 1E1
Ph: 604.586.4429 E-mail: Thayer.Nugent@gov.bc.ca

From: M. Owen [<mailto:mowen@dccnet.com>]
Sent: Friday, February 3, 2017 2:07 PM
To: Nugent, Thayer FLNR:EX
Subject: insurance levels for our water lot lease

To what level of liability insurance does FLNRO demand as part of our water lot lease. 2 million, 5 million,
Mike Owen, Managing Director, Ladner Reach Properties Ltd. 604 946 9747

Evans, Andrea FLNR:EX

From: M. Owen <mowen@dccnet.com>
Sent: Tuesday, February 21, 2017 12:02 PM
To: Evans, Andrea FLNR:EX
Subject: Provincial Government water lot rental fees web site

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Printed on file

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Andrea



Andrea Evans
Authorizations Specialist – Lands
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
Ph: 604.586.5410

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Senior Authorizations Officer - Lands
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
200 - 10428 153 Street, Surrey, BC V3R 1E1
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From: M. Owen [<mailto:mowen@dcnet.com>]
Sent: Friday, February 3, 2017 2:07 PM
To: Nugent, Thayer FLNR:EX
Subject: insurance levels for our water lot lease

To what level of liability insurance does FLNRO demand as part of our water lot lease. 2 million, 5 million,
Mike Owen, Managing Director, Ladner Reach Properties Ltd. 604 946 9747

Evans, Andrea FLNR:EX

From: M. Owen <mowen@dccnet.com>
Sent: Friday, February 17, 2017 11:15 AM
To: Evans, Andrea FLNR:EX
Subject: Re: insurance levels for our water lot lease

Are you able to tell me if our file application is complete enough? Is there anything missing? Michael Owen

From: Evans, Andrea FLNR:EX
Sent: Thursday, February 16, 2017 8:40 AM
To: 'M. Owen'
Subject: RE: insurance levels for our water lot lease

Hi Michael,

Our Fraser River team is working hard on providing us with some timelines with updated information on consultation and workloads, but at this point I can say that your tenure will be replaced some time in 2017. This year's invoice will be sent with the replacement documents; although you are on a month to month agreement, you will not be billed monthly.

We send out the documents with our Notice of Final Review. At this time you can review the documents, ask questions, and you can ask me for clarification on any of the clauses that you see. A lot of our documents are boilerplate language, but there are some clauses that can be added or removed, so we'll have to look at them when the time comes for replacement.

Any other questions, let me know!

Thanks,
Andrea

From: M. Owen [<mailto:mowen@dccnet.com>]
Sent: Wednesday, February 15, 2017 8:20 AM
To: Evans, Andrea FLNR:EX
Subject: Re: insurance levels for our water lot lease

Thank you for this . I am speaking to our insurers. Do you have any sense when Ladner Reach may see a water lot lease? Ladner Reach has not received an invoice for this year or even a partial bill for the month to month payment of interim use of water lot. Do you know when we may receive this invoice?

When we had conversations with Alex Drysdale, at the beginning of the FLNRO takeover, he indicated we would see some draft terms and conditions to make sure issues like the insurance were no surprises, like Port Metro did. ie., raising our insurance liability limits to 10 million over night with no discussion.

Regards Michael Owen

From: Evans, Andrea FLNR:EX
Sent: Tuesday, February 14, 2017 11:59 AM
To: 'mowen@dccnet.com'

Subject: RE: insurance levels for our water lot lease

Hi Mike,

Your previous agreement asked for \$2,000,000 liability insurance. For your upcoming replacement, I will likely be recommending the same amount.

Let me know if you have any more questions.

Thanks,

Andrea



Andrea Evans

Authorizations Specialist – Lands

South Coast Regional Office

Ministry of Forests, Lands & Natural Resource Operations

Ph: 604.586.5410

From: Nugent, Thayer FLNR:EX

Sent: Monday, February 6, 2017 9:12 AM

To: Evans, Andrea FLNR:EX

Subject: FW: insurance levels for our water lot lease

Hi Andrea,

Could you respond to Mike? The file number is 2411281.

Thank you,

Thayer Nugent, MCIP RPP, A.Ag.

Senior Authorizations Officer - Lands

South Coast Regional Office

Ministry of Forests, Lands & Natural Resource Operations

200 - 10428 153 Street, Surrey, BC V3R 1E1

Ph: 604.586.4429 E-mail: Thayer.Nugent@gov.bc.ca

From: M. Owen [<mailto:mowen@dccnet.com>]

Sent: Friday, February 3, 2017 2:07 PM

To: Nugent, Thayer FLNR:EX

Subject: insurance levels for our water lot lease

To what level of liability insurance does FLNRO demand as part of our water lot lease. 2 million, 5 million,
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Any other questions, let me know!

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To: 'mowen@dccnet.com'
Subject: RE: insurance levels for our water lot lease

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Andrea



Andrea Evans
Authorizations Specialist – Lands
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
Ph: 604.586.5410

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To: Evans, Andrea FLNR:EX
Subject: FW: insurance levels for our water lot lease

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Thank you,

Thayer Nugent, MCIP RPP, A.Ag.
Senior Authorizations Officer - Lands
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
200 - 10428 153 Street, Surrey, BC V3R 1E1
Ph: 604.586.4429 E-mail: Thayer.Nugent@gov.bc.ca

From: M. Owen [<mailto:mowen@dcnet.com>]
Sent: Friday, February 3, 2017 2:07 PM
To: Nugent, Thayer FLNR:EX
Subject: insurance levels for our water lot lease

To what level of liability insurance does FLNRO demand as part of our water lot lease. 2 million, 5 million,
Mike Owen, Managing Director, Ladner Reach Properties Ltd. 604 946 9747

Evans, Andrea FLNR:EX

From: Hartnell, Crystal FLNR:EX
Sent: Thursday, July 28, 2016 11:36 AM
To: 'M. Owen'; Ladner Reach Properties Ltd.; Evans, Andrea FLNR:EX
Subject: RE Tenure Replacement Application

Categories: Printed on file

Hello Mike,

Please be advised that your application has been received by our reception desk downstairs. Once it arrives upstairs it will be placed on your file for the replacement process.

Thank you,

Crystal Hartnell
Portfolio Administrator

Ministry of Forests, Lands and Natural Resource Operations
South Coast Natural Resource Region
#200, 10428 153 Street, Surrey, BC V3R 1E1
Tel: (604) 586-5640 Fax: (604) 586-4444

From: M. Owen [<mailto:mowen@dccnet.com>]
Sent: Friday, July 22, 2016 7:48 AM
To: Ladner Reach Properties Ltd.; Evans, Andrea FLNR:EX; Hartnell, Crystal FLNR:EX
Subject: Re: Tenure Replacement Application

please advise that you have ladner reach application mike owen ladner reach

From: Ladner Reach Properties Ltd.
Sent: Thursday, July 21, 2016 1:59 PM
To: Andrea.Evans@gov.bc.ca ; crystal.hartnell@gov.bc.ca
Cc: 'M. Owen'
Subject: Tenure Replacement Application

The replacement application for Ladner Reach Properties Ltd. file #2411281 has been compiled and is being couriered to the Front Counter BC, Surrey office.

You will receive it by Friday, the 22nd, at the very latest.

Thank you

Margita Pickett

Ladner Reach Properties Ltd.
29 - 3871 River Road West
Delta, B.C.
(604) 946-9747

Evans, Andrea FLNR:EX

From: Ladner Reach Properties Ltd. <ladnerreach@dccnet.com>
Sent: Thursday, July 21, 2016 2:00 PM
To: Evans, Andrea FLNR:EX; Hartnell, Crystal FLNR:EX
Cc: 'M. Owen'
Subject: Tenure Replacement Application

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Thank you

Margita Pickett

*Ladner Reach Properties Ltd.
29 - 3871 River Road West
Delta, B.C.
(604) 946-9747*

Evans, Andrea FLNR:EX

From: Evans, Andrea FLNR:EX
Sent: Tuesday, July 12, 2016 4:32 PM
To: Nugent, Thayer FLNR:EX
Subject: FW: Crown Land File 2411281 Replacement

Thayer,

Just wanted to confirm before I sent the answer to the question in yellow – how should I reply? It seems that his replacement application request letter was sent to him late, so I haven't received anything yet.

Andrea

From: M. Owen [<mailto:mowen@dccnet.com>]
Sent: Tuesday, July 12, 2016 4:18 PM
To: Evans, Andrea FLNR:EX; ladnerreach@dccnet.com
Subject: Re: Crown Land File 2411281 Replacement

As I understood the last letter we received we had till July 28 to return the forms. However we have finished the forms and made out the cheques and have included our latest survey 2016 of the marina, a list of all detailed floats, a list of all float homes with dimensions and two coloured large photos of each float home in this marina, as requested by last year in 2015 by Thayer Nugent and Brianna Thiel? My apologies if I have misspelled their names. You have our detailed management plan which was detailed in our original application to your Ministry 2 yrs ago. Nothing has changed we have 24 7 staff here.

Your form says 10 to 30 years or over 30 years. Alex Drysdale told us to apply for 30 year term. That is what we originally applied for. Does it delay the application asking for more than 30 years? Michael Owen

From: [Evans, Andrea FLNR:EX](#)
Snt: Tuesday, July 12, 2016 3:56 PM
To: <mailto:mowen@dccnet.com>
Subject: Crown Land File 2411281 Replacement

Hello Michael,

I am the Authorizations Specialist assigned to the replacement of Ladner Reach Properties' replacement tenure of file number 2411281. I don't seen an replacement application on file. A letter was sent to Ladner Reach Properties on June 28, 2016, requesting several items, which are included below. We will need the following items in order to move forward with the replacement:

1. Replacement application found on the Front Counter BC website
2. The application fee in the amount of \$250.00 and GST for a total of \$262.50. Cheques are payable to the minister of Finance
3. A signed and dated management plan that includes all of the uses included in the tenure and the associated dimensions. Also include A brief overview on the maintenance on the pier. I.e. how often do crews check the pier for repair needs, does the pier ever need to be pressure washed for safety reasons, etc.
4. A site plan for the dock - this could be the engineer overview drawing that shows the aerial/plan view and the side/elevation view with dimensions **or** something simpler as seen on page 2-3 in the [attached sample](#). I see that you submitted aerial view dimensions. Please submit these again in order to confirm what will be tenured in the new lease.

Let me know if you have any questions or concerns. Please submit the above information by **July 26, 2016** in order to process the application in a timely manner.

Thank you,



Andrea Evans
Authorizations Specialist – Lands
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
Ph: 604.586.5410

Evans, Andrea FLNR:EX

From: M. Owen <mowen@dccnet.com>
Sent: Tuesday, July 12, 2016 4:18 PM
To: Evans, Andrea FLNR:EX; ladnerreach@dccnet.com
Subject: Re: Crown Land File 2411281 Replacement

Categories: Printed on file

As I understood the last letter we received we had till July 28 to return the forms. However we have finished the forms and made out the cheques and have included our latest survey 2016 of the marina, a list of all detailed floats, a list of all float homes with dimensions and two coloured large photos of each float home in this marina, as requested by last year in 2015 by Thayer Nugent and Brianna Thiel? My apologies if I have misspelled their names. You have our detailed management plan which was detailed in our original application to your Ministry 2 yrs ago. Nothing has changed we have 24 7 staff here.

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4. A site plan for the dock - this could be the engineer overview drawing that shows the aerial/plan view and the side/elevation view with dimensions **or** something simpler as seen on page 2-3 in the [attached sample](#). I see that you submitted aerial view dimensions. Please submit these again in order to confirm what will be tenured in the new lease.

Let me know if you have any questions or concerns. Please submit the above information by **July 26, 2016** in order to process the application in a timely manner.

Thank you,



Andrea Evans

Authorizations Specialist – Lands

South Coast Regional Office

Ministry of Forests, Lands & Natural Resource Operations

Ph: 604.586.5410

Evans, Andrea FLNR:EX

From: Evans, Andrea FLNR:EX
Sent: Wednesday, July 26, 2017 9:09 AM
To: 'M. Owen'
Subject: RE: ladner reach water lot lease

Hi Mike,

Just looked into your inquiry about the feature length in the link provided. The only thing I can think of is maybe the 720 metres is the perimeter of the tenure, not the length of one of the sides. The tenure area is correct at 0.98 ha. Your file is currently being reviewed by senior staff and then will be prepared for documentation. Floathomes and floathome communities are our top priority for documentation at the moment, so I expect your file should move through the rest of our process quite quickly.

Thank you for your continued patience,



Andrea Evans
Authorizations Specialist – Lands
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
Ph: 604.586.5410

From: M. Owen [mailto:mowen@dccnet.com]
Sent: Tuesday, July 18, 2017 9:22 AM
To: Evans, Andrea FLNR:EX
Subject: ladner reach water lot lease

<http://governmentofbc.maps.arcgis.com/apps/webappviewer/index.html?id=4a0ed943316844018002e42489706eb4>

In reading this from FLNRO's website File number 2411281 this information above link identifies our property and our water lot. There is or seems to be an error. Last line identifies our water lot as having a feature length of 720.55 meters. I believe this is incorrect. I believe from our survey documents provided you our water lot is @ 1054 feet in length. If this is correct then is the Feature Area Sq Meters 9, 756.86 a correct figure. Tenure area in Hectares appears to be correct at .098

I realize that FLNRO staff are probably run off their feet with all these wildfires but it would be helpful if we could discuss this and the status of our water lot lease. Mike

Ladner Reach Properties Ltd.

29 - 3871 River Road West, Delta, B.C. V4K 3N2

E-mail: ladnerreach@dccnet.com

Phone (604) 946-9747 Fax (604) 940-9747

2411281
RECEIVED

APR 28 2017

Ministry Of Forests, Lands and Natural Resource Operations
FrontCounter BC

Log No.

April 26, 2017

File Number: 2411281

Ministry of Forests, Lands and
Natural Resource Operations
Suite 200, 10428 -153 St.
Surrey B.C. V3R 1E1
Phone (604) 586-4400
Fax: (604)586-4434

Donna Myketa
Manager, Crown Land Authorizations

Dear Ms. Myketa, I am in receipt of your FLNRO letter dated, April13, 2017. I have and do appreciate the issues you're dealing with in the Fraser River Transition Lands.

Lease length:

Paragraph 2, "speaks" of 10 and 20 year terms as being recommended. Frank Archer, President of Ladner Reach, and I, on behalf Ladner Reach, spoke at great length with Alec Drysdale about our need for a long term lease. In 2013 we even wrote the Minister of Finance about buying our water lot. For our type of management and operation we need a lease that works for us as a company, as investors, for our tenants who own floating homes and those wishing to buy them. In these discussions and in the application which we filed with FLNRO, an application which originated from FLNRO, there were options listed for 30 years and longer. It was on our conversations with Alec and his understanding of our needs that 30 years was agreed to.

Replacement of tenure:

One of the down sides of any lease is the replacement process. We have been on record with the former Fraser River Harbour Commission since the late 1980s, about the need for an automatic replacement at the halfway point of the lease. If 30 years is the term of the lease, then the lease at the 15th year, replaces back to 30 years. There is on going dilemma of not knowing if the lease will be replaced, or having to bridge finance or personally guarantee loans to make improvements or upgrade facilities etc. as the lease is far too dubious and far too restrictive in the minds of commercial lenders. Ladner Reach Properties Ltd. has been a good tenant on this water lot since we bought this upland in the early 1950s.

In Feb/Mar 2015 we received a call from a staff person at FLNRO, indicating that our two applications 2015 and 2016 were incomplete. I asked this person what was missing and the indication was survey plans. We filed very complete applications including an Index. After some discussion, this caller admitted that perhaps the drawings were there at FLNRO. I also pointed out we provided a disk with all technical survey drawings on it which this person admitted was there. We have also forwarded 2 photos of every float home and their associated dimensions as requested by Bryanna, and detailed information about all the dimensions of our floats , boats,

etc. I would like to know if anything is missing from our application. I do not need some missing information delaying our replacement lease.

Authorization Specialist:

Who is assigned to our file? We have dealt in the past with Thayer, Bryanna, and others and were somewhat in the dark as to who is our Authorization specialist.

Thank you for your attention to this file.

Michael Owen Managing Director, Ladner Reach Properties Ltd. 604 946 9747

A handwritten signature in black ink, appearing to read "Michael Owen". The signature is fluid and cursive, with the first name "Michael" written in a larger, more prominent script than the last name "Owen".

Mahon, Claudia FLNR:EX

From: Mahon, Claudia FLNR:EX
Sent: Tuesday, January 9, 2018 1:31 PM
To: 'mowen@dccnet.com'
Subject: File No. 2411281 - Documents for Signature
Attachments: 2411281 - NFR.pdf; 2411281 Lease.pdf; 2411281 Lease.pdf; 2411281 - Ins Cert..docx; Security Information.pdf

Hi Mike,

Attached please find documents for review and signature.

Please do not hesitate to contact me if you require more information.

Claudia Mahon
Portfolio Administrator
Ministry of Forests, Lands, Natural Resource Operations and Rural Development
South Coast Natural Resource Region
Tel: 604.586.5640 Fax: 604.586.4444





Ministry of Forests, Lands, Natural
Resource Operations and Rural
Development
200-10428 153 St
Surrey, BC V3R 1E1

Telephone No: (604) 586-5640
Facsimile No: (604) 586-4434

GST Registration No: R107864738

Your contact is: Claudia Mahon

Our file: 2411281

NOTICE OF FINAL REVIEW

January 9, 2018

LADNER REACH PROPERTIES LTD.
29 - 3871 River Rd W
Delta, BC V4K 3N2

Dear Sir or Madam:

Re: Your Application for a Tenure over Crown Land

The review of your application for a lease for marina and float home community purposes over:

DISTRICT LOT 235, GROUP 2, NEW WESTMINSTER DISTRICT CONTAINING 0.98 HECTARES

(the "Land") has reached the stage where we anticipate making our final decision once the various matters described in this letter have been completed. For more information about float home tenures, please see the attached Frequently Asked Questions document.

This is to replace Lease No. B913444.

There is always a limited possibility for archaeological sites to exist that have not been identified or documented. All archaeological sites, whether known or undocumented, are protected under the Heritage Conservation Act. If you encounter an archaeological site, you must halt all activities in the area and contact the provincial Archaeology Branch for direction. Please contact us prior to beginning any ground disturbing works.

1. Deadline for Completion of Requirements

We ask that you complete the requirements described below by March 9, 2018.

Please complete the Response to Notice of Final Review page attached, indicating whether you will or will not proceed with the application and sign and return that page to us for our records.

2. Requirements

Signing and Return of Tenure Documents

You must sign and deliver to us two copies of the lease document which are enclosed with this letter. You are responsible for ensuring that this is properly completed including, if applicable, obtaining any appropriate corporate authorizations and having any Land Title Act form C or D witnessed by a solicitor, notary or commissioner.

Monies Payable

You must deliver to us the following amounts:

Application Fee	\$	200.00*
Licence Fee	\$	17,458.63*
Rental Fee (2018)	\$	17,458.63*
GST Payable	\$	<u>1,755.86</u>
Subtotal	\$	<u>36,873.12</u>
Payment Received	\$	<u>(210.00)</u>
Total Fees Payable	\$	<u>36,663.12</u>

* denotes GST payable

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

Security

You must deliver to us a security deposit in the amount of \$10,000.00 to guarantee the performance of your obligations under the lease. Please see attached information regarding acceptable types of security.

Insurance

You must deliver to us the attached Province of British Columbia Certificate of Insurance, signed by your insurance agent, for the insurance required to be maintained under the lease. A sample certificate is enclosed.

3. Process following completion of Requirements

If the requirements set out above are completed within the required time we expect to make our decision and advise you of that decision within 30 days.

Please note however that this letter does not constitute an offer by us and we reserve all our rights in connection with the decision making process, including, if appropriate, to disallow your application, to extend the decision making process and to establish additional requirements not set out in this letter.

Upon decision to issue the lease to you we will sign and return one copy of the lease to you.

4. Acknowledgments of the Applicant

You represent, acknowledge and agree that:

- (a) Your application for a Crown land tenure cannot be transferred to another person.
- (b) This Letter does not obligate us to issue the lease to you and does not give you any right to use or occupy the Land for any purpose.
- (c) You are responsible for, and encouraged to seek, your own legal advice with respect to:
 - (i) any laws, bylaws, orders, directions, ordinances and regulations associated with your use of the Land,
 - (ii) the terms and conditions set out in this Letter, and
 - (iii) the terms and conditions of, and your rights and obligations that will arise under, the lease.
- (d) You are responsible for the costs and expenses incurred by you in pursuing your application, including any cost you incur in connection with satisfying the requirements set out in this letter.
- (e) If you sign and return the lease to us that will constitute your offer to us to enter into the lease.

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

- 4 -

part of the Crown Land Registry, from which information is routinely made available to the public under Freedom of Information and Protection of Privacy legislation.

Yours truly,

A handwritten signature, possibly reading "D. J. [unclear]", enclosed within a hand-drawn oval.

Authorized Representative

Response to Notice of Final Review

File No. 2411281

Ministry of Forests, Lands, Natural Resource
Operations and Rural Development
200-10428 153 St
Surrey, BC V3R 1E1

Dear Claudia Mahon:

Re: Application for lease

☐

I/We wish to proceed to obtain a lease in accordance with the letter dated January 9, 2018 from the Ministry of Forests, Lands, Natural Resource Operations and Rural Development and enclose all copies of the lease which I/We have signed.

☐

I/We do not wish to proceed to obtain a lease in accordance with the letter dated January 9, 2018 from the Ministry of Forests, Lands, Natural Resource Operations and Rural Development

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

From: [Saini, Navi FLNR:EX](#)
To: [Green, Marika FLNR:EX](#)
Subject: FW: Provincial Government water lot rental fees web site (FILE 2411281)
Date: Friday, January 19, 2018 2:35:33 PM
Attachments: [image001.jpg](#)

From: Smith, Lindsey FLNR:EX
Sent: Thursday, February 23, 2017 8:33 AM
To: Saini, Navi FLNR:EX; Evans, Andrea FLNR:EX
Subject: RE: Provincial Government water lot rental fees web site
Pricing for regular marinas will carry forward as before with no changes (standard policy – charging for moorage and non-moorage uses).
Pricing for float homes will carry forward with no changes to PMV float home methods used previously as per Decision Note 210025 - Request for Major Policy Variances on Crown Land Pricing for Floathome and Residential Policies on Lower Fraser River Crown land). I wrote up a policy variance to extend not charging fill for float homes so that will need to be approved and in effect prior to us pushing forth float home files to documentation.

1. Annual rent will be at a basic rate of \$900/year for each float home up to a 100m² footprint.
2. Additional rent will be charged for each m² over 100 m² at a rate of \$8/ m².
3. Where two float homes are located within a tenure area, rent will be the sum of calculations for each home.
4. Where additional structures are used for residential purposes, the area of such structures will be incorporated into the rental calculation for the float home, additional rent will only be charged if that combined area exceeds 100 m².

The only changes will be with commercial & industrial pricing where we will try to adhere more to Policy and use a rent schedule in cases of extreme rent increases. The details for this are still being worked out (a policy variance will need to be approved).

When I explain rent for float home tenures I just keep it vague and say there is a standard rent per float home and a small extra charge per square foot over that for larger float homes and extra floating structures.

From: Saini, Navi FLNR:EX
Sent: Thursday, February 23, 2017 8:09 AM
To: Evans, Andrea FLNR:EX
Cc: Smith, Lindsey FLNR:EX
Subject: RE: Provincial Government water lot rental fees web site
Hello!

Lindsey is working on the pricing piece so I've Cc'd her just in case she has any other input.
For the time being I would maybe just provide him with links to the policy pages for float homes and marinas, and let him know that we are currently working on the pricing piece for FRTA files...
Navi

From: Evans, Andrea FLNR:EX
Sent: Tuesday, February 21, 2017 3:38 PM
To: Saini, Navi FLNR:EX
Subject: FW: Provincial Government water lot rental fees web site
This is a PMV marina or floathome marina rent question. Should I hold him off for updates from the PMV pricing team?

From: M. Owen [<mailto:mowen@dccnet.com>]
Sent: Tuesday, February 21, 2017 12:02 PM
To: Evans, Andrea FLNR:EX

Subject: Provincial Government water lot rental fees web site

Andrea, I understand somewhere there is a Provincial "web site" which outlines how the Province currently values and charges for water lot uses. Do you know what links that I could access? Michael Owen.

From: Evans, Andrea FLNR:EX

Sent: Tuesday, February 14, 2017 11:59 AM

To: 'mowen@dccnet.com'

Subject: RE: insurance levels for our water lot lease

Hi Mike,

Your previous agreement asked for \$2,000,000 liability insurance. For your upcoming replacement, I will likely be recommending the same amount.

Let me know if you have any more questions.

Thanks,

Andrea



Andrea Evans

Authorizations Specialist – Lands

South Coast Regional Office

Ministry of Forests, Lands & Natural Resource Operations

Ph: 604.586.5410

From: Nugent, Thayer FLNR:EX

Sent: Monday, February 6, 2017 9:12 AM

To: Evans, Andrea FLNR:EX

Subject: FW: insurance levels for our water lot lease

Hi Andrea,

Could you respond to Mike? The file number is 2411281.

Thank you,

Thayer Nugent, MCIP RPP, A.Ag.

Senior Authorizations Officer - Lands

South Coast Regional Office

Ministry of Forests, Lands & Natural Resource Operations

200 - 10428 153 Street, Surrey, BC V3R 1E1

Ph: 604.586.4429 E-mail: Thayer.Nugent@gov.bc.ca

From: M. Owen [<mailto:mowen@dccnet.com>]

Sent: Friday, February 3, 2017 2:07 PM

To: Nugent, Thayer FLNR:EX

Subject: insurance levels for our water lot lease

To what level of liability insurance does FLNRO demand as part of our water lot lease. 2 million, 5 million, Mike Owen, Managing Director, Ladner Reach Properties Ltd. 604 946 9747

From: [Saini, Navi FLNR:EX](#)
To: [Green, Marika FLNR:EX](#)
Subject: FW: FRTA Ladner Reach Float Home Marina Lease - 2411281
Date: Friday, January 19, 2018 2:36:55 PM
Attachments: [image001.jpg](#)

From: Saini, Navi FLNR:EX
Sent: Friday, May 12, 2017 10:57 AM
To: Evans, Andrea FLNR:EX
Cc: French, Jacqueline FLNR:EX; Myketa, Donna FLNR:EX
Subject: RE: FRTA Ladner Reach Float Home Marina Lease - 2411281

Hi Andrea,

I just had a chance to review an email that Catherine sent me earlier this week, and a 30 year lease for this file is fine.

I will be sending another update on Fraser River float home tenures shortly.

Thanks!

Navi

From: Evans, Andrea FLNR:EX
Sent: Wednesday, May 10, 2017 2:09 PM
To: Myketa, Donna FLNR:EX
Cc: French, Jacqueline FLNR:EX; Saini, Navi FLNR:EX
Subject: FRTA Ladner Reach Float Home Marina Lease - 2411281

Hi Donna,

I'd like to recommend that Mike Owen's tenure be replaced as a standard lease instead of a LOO. The foreshore lot is surveyed and was tenured as a lease in 2015, which is the only justification in the land report for tenuring this file as a lease. Navi mentioned that float home communities were going to be replaced as LOOs for this round, so I just wanted to get some feedback on what you what you think about Mike's being replaced as a lease.

Thanks,

Andrea



Andrea Evans
Authorizations Specialist – Lands
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
Ph: 604.586.5410

From: [Saini, Navi FLNR:EX](#)
To: [Green, Marika FLNR:EX](#)
Subject: FW: File Number 2411281 Ladner Reach 30 year lease.
Date: Friday, January 19, 2018 2:36:43 PM
Attachments: [2411281 Response for Michael Owen NS.docx](#)

From: Saini, Navi FLNR:EX
Sent: Thursday, May 4, 2017 4:37 PM
To: Myketa, Donna FLNR:EX
Cc: French, Jacqueline FLNR:EX; Evans, Andrea FLNR:EX
Subject: RE: File Number 2411281 Ladner Reach 30 year lease.

Hi Donna,

Please find my response to Michael Owen attached. As we discussed on Monday, I tried my best to address all of his concerns without promising anything before we've had a chance to finalize our approach for float home tenures.

I added the fourth paragraph just to make it clear why he has dealt with Thayer and Bryanna in the past, but should now be contacting Andrea. Please feel free to remove it if you don't think it is necessary.

Andrea- I've Cc'd you just in case you have anything further to add.

Thanks, have a great (hopefully sun-filled) weekend!

Navi

From: Myketa, Donna FLNR:EX
Sent: Tuesday, April 25, 2017 3:09 PM
To: Saini, Navi FLNR:EX
Cc: French, Jacqueline FLNR:EX
Subject: FW: File Number 2411281 Ladner Reach 30 year lease.

Hi Navi

Could you draft a response to Michael Owen for me?

Thanks very much!

Donna

From: M. Owen [<mailto:mowen@dccnet.com>]
Sent: Tuesday, April 25, 2017 2:35 PM
To: Myketa, Donna FLNR:EX; ladnerreach@dccnet.com; Sunner, Jaspreet FLNR:EX; frank archer
Subject: File Number 2411281 Ladner Reach 30 year lease.

Dear Ms. Myketa, I am in receipt of you're a FLNRO letter dated, April13, 2017. I have and do appreciate the issues your dealing with in the Fraser River Transition Lands.

Lease length:

Paragraph 2, "speaks" of 10 and 20 year terms as being recommended. Frank Archer, President of Ladner Reach and I, on behalf Ladner Reach, asked for and spoke at great length with Alex Drysdale about our need for a long term lease. In 2013 we even wrote the Minister of Finance about buying our water lot. For our type of management and operation we need a lease that's works for us as a company, as investors, for our tenants who own floating homes and those wishing to buy them. In these discussions and in the application which we filed with FLNRO, an application which originated from FLNRO, there were options listed for 30 years and longer. It was on our conversations with Alex and his understanding of our needs that 30 years was agreed to.

Replacement of tenure:

One of the down sides of any lease is the renewal process. We have been on record with the

former Fraser River Harbour Commission since the late 1980's, about the need for an automatic renewal at the 1/2 way point of the lease. If 30 years is the term of the lease, then the lease at the 15th year, renews back to 30 years. This ongoing dilemma of not knowing if the lease will be renewed, or having to bridge finance or personally guarantee loans to make improvements or upgrade facilities etc. is far too dubious and far too restrictive by commercial lenders.

Ladner Reach has been a good tenant on this water lot since we bought this upland in the early 1950's.

Some time ago now Feb/Mar 2015 we received a call from a staff person at FLNRO, indicating that our two applications 2015 and 2016 were incomplete. I asked this person what was missing and the indication was survey plans. We filed very complete applications including a Index. After some discussion, this the caller admitted to and perhaps the drawings were there at FLNRO. I also pointed out we provided a disc with all technical survey drawings on it which this person admitted was there. We have also forwarded 2 photos of every float home and their associated dimensions as requested by Bryanna, and detailed information about all the dimensions of our floats , boats, etc. I would like to know if anything is missing from our application. I do not need some missing information delaying our replacement lease.

Authorization Specialist:

Who is assigned to our file? We have dealt in the past with Thayer, Bryanna, and others and were somewhat in the dark as to who is our Authorization specialist.

Thank you for your attention to this file.

Michael Owen Managing Director, Ladner Reach Properties Ltd. 604 946 9747

From: M. Owen
To: Myketa, Donna FLNR:EX
Subject: status of our water lot lease
Date: Friday, June 16, 2017 9:46:22 AM

Donna I wrote to Andrea the other day. I did not have your address handy to make sure you got the same email. Below is a copy of that email.

Again any accurate timeline for our new water lot lease?

I was re-reading all of our correspondence on this file from 2013 forward. One document mentions a possibility of using a License of Occupation. Does FLNRO, clearly understand this is a non starter for many of us in the FRTLTA! I downloaded a copy to verify our previous concerns, and they remain insurance (the inability to get coverage at an affordable rate), exclusive use, (no control of who access our floats and facility from the water), (no method to prevent boaters from travelling behind our floats where utilities and infrastructure is) , (no method to inform the police that this person is trespassing and has no right to be here) , derelict vessels, (we have had two in our 40 plus years of having this water lot, and the last or 2nd one, cost us about \$8,000 to deal with, the first over \$50,000. Even with a lease the first one with our permission took years of legal wrangling to have it towed away. The 2nd, without our permission a "disabled vessel" this one was not, was tied to our floats and an adjacent float home and sunk two days later. We had being trying to contact the First Nations person who left the boat here and were told by the Port its your responsibility. You allowed or granted permission to tie up there they said. With new regulations etc., for Companies and Directors of Companies, this is an unfair situation. This is to name a few of the key issues why a lease is necessary.

Has the political situation in Victoria confused or delayed this process? If so do you know to whom I should speak to?

For your information, Delta Fire Department has restarted using our Marina to train their responders on marine issues and situations. It is good for us because it keeps our fire awareness at a top priority.

Thank you Michael Owen

From: M. Owen
To: Haberl, Kevin J FLNR:EX; Myketa, Donna FLNR:EX; Evans, Andrea FLNR:EX; Nugent, Thayer FLNR:EX
Subject: Ladner Reach's status yesterdays email.
Date: Friday, November 17, 2017 11:47:37 AM

We found the two missing bits of correspondence one is a letter dated December 21, 2016 and an email from Andrea. Both these satisfy our accountant. Sorry to have troubled you. Mike.

From: [Haberl, Kevin J FLNR:EX](#)
To: [Myketa, Donna FLNR:EX](#); [Nugent, Thayer FLNR:EX](#); [Evans, Andrea FLNR:EX](#)
Subject: RE: ladner reach's status for year 2017
Date: Friday, November 17, 2017 11:20:12 AM

Thanks Donna. Probably today would be good.

From: Myketa, Donna FLNR:EX
Sent: Friday, November 17, 2017 11:15 AM
To: Haberl, Kevin J FLNR:EX; Nugent, Thayer FLNR:EX; Evans, Andrea FLNR:EX
Subject: RE: ladner reach's status for year 2017

Hi Kevin – Andrea's looking into the status of where this is in the queue and can give Mr. Owen an update.

Cheers

Donna

From: Haberl, Kevin J FLNR:EX
Sent: Friday, November 17, 2017 10:45 AM
To: Nugent, Thayer FLNR:EX; Myketa, Donna FLNR:EX; Evans, Andrea FLNR:EX
Subject: RE: ladner reach's status for year 2017

Donna, please let us know who'd you like to respond. I'm around 'til 1130

From: M. Owen [<mailto:mowen@dccnet.com>]
Sent: Thursday, November 16, 2017 4:20 PM
To: Nugent, Thayer FLNR:EX; Myketa, Donna FLNR:EX; Haberl, Kevin J FLNR:EX; Evans, Andrea FLNR:EX
Subject: ladner reach's status for year 2017

To anyone of you.

In December 2014, Ladner Reach received a two year lease from FLNRO File No. 2411281 Disposition No. 913444. This Lease expired December 31, 2016. Ladner Reach up till then had paid its "rent" prior to the commencement of each year as invoiced. Ladner Reach has had a water lot lease with either, the former Fraser River Harbour Commission, The Fraser River Port Authority, Port Metro Vancouver, back to the mid 1950's.

In 2017 Ladner Reach received correspondence/email, (I am unsure as we cannot seem to find the correspondence/email/or the invoice). Nor have we received any correspondence asking for payment. Our bookkeeper/secretary, recalls calling FLNRO, last spring, prior to our AGM, about our outstanding 2017 payment, and was told our 2017 payment would be invoiced at the time of our new document. To date we have no document nor have we received an invoice nor made the 2017 payment.

Ladner Reach's accountant as part of her year end Review, is asking about this payment? and why, has it not been invoiced or made? She also wants to know, what is Ladner Reach's business relationship referred to by FLNRO? Clearly our 2015/2016 lease has expired so must the term lessee.

We told her, we read, or had some sort of conversation/correspondence/email from FLNRO, saying **Ladner Reach is a tenant at will on 30 days notice till December 2017.** Is this, the correct terminology and date?

Thank you, Michael Owen, Managing Director Ladner Reach Properties Ltd. 604 946 9747

From: [Mahon, Claudia FLNR:EX](#)
To: ["mowen@dccret.com"](mailto:mowen@dccret.com)
Subject: File No. 2411281 - Documents for Signature
Date: Tuesday, January 9, 2018 1:31:00 PM
Attachments: [2411281 - NFR.pdf](#)
[2411281 Lease.pdf](#)
[2411281 Lease.pdf](#)
[2411281 - Ins.Cert..docx](#)
[Security Information.pdf](#)
[image001.jpg](#)

Hi Mike,

Attached please find documents for review and signature.

Please do not hesitate to contact me if you require more information.

Claudia Mahon

Portfolio Administrator

Ministry of Forests, Lands, Natural Resource Operations and Rural Development

South Coast Natural Resource Region

Tel: 604.586.5640 Fax: 604.586.4444



From: M. Owen
To: [Mahon, Claudia FLNR:EX](#)
Subject: Re: File No. 2411281 - Documents for Signature ladner reach properties ltd
Date: Wednesday, January 10, 2018 4:37:29 PM
Attachments: [image001.jpg](#)

Thank you for this document Claudio. It is much and greatly appreciated.

There is a Notice of Final review document attached and it indicates a license fee of \$17,458.63. Is this license fee for 2017? Or is it an annual fee not described in the lease? The lease document page 4 of 19, Clause 3.1 states the rent is \$17, 458.63. Is this correct? Clause 3.2 is pretty open ended. The Province is reserving the rights to raise rents at any given time. Our former port lease stated a rent review every five years. Are we to understand that rents will just increase at any time, ie could be in three months? This is hard to fathom or plan for budgets etc.

Security Deposit is required in the amount of \$10,000. We sent in a security deposit of \$5000 as required within the last two years. Do we then only pay \$5,000 now. Why is the \$5,000 payment not recognized?

Yours truly Michael Owen

From: Mahon, Claudia FLNR:EX
Sent: Tuesday, January 09, 2018 1:31 PM
To: 'mowen@dccnet.com'
Subject: File No. 2411281 - Documents for Signature
Hi Mike,

Attached please find documents for review and signature.

Please do not hesitate to contact me if you require more information.

Claudia Mahon

Portfolio Administrator

Ministry of Forests, Lands, Natural Resource Operations and Rural Development

South Coast Natural Resource Region

Tel: 604.586.5640 Fax: 604.586.4444



From: M. Owen
To: [Mahon, Claudia FLNR:EX](#)
Subject: Re: File No. 2411281 - Documents for Signature ladner reach properties ltd
Date: Friday, January 19, 2018 2:16:35 PM
Attachments: [image001.jpg](#)

me too your not alone. hope all is well with you mike

From: Mahon, Claudia FLNR:EX
Sent: Friday, January 19, 2018 1:35 PM
To: 'M. Owen'
Subject: RE: File No. 2411281 - Documents for Signature ladner reach properties ltd
Hi Mike,

My apologies for my delayed reply, sometimes the days just get away from me.
My responses in red below:

Claudia Mahon

Portfolio Administrator

**Ministry of Forests, Lands, Natural Resource Operations and Rural Development South
Coast Natural Resource Region**

Tel: 604.586.5640 Fax: 604.586.4444

From: M. Owen [mailto:mowen@dccnet.com]
Sent: Wednesday, January 10, 2018 4:37 PM
To: Mahon, Claudia FLNR:EX
Subject: Re: File No. 2411281 - Documents for Signature ladner reach properties ltd

Thank you for this document Claudio. It is much and greatly appreciated.

There is a Notice of Final review document attached and it indicates a license fee of \$17,458.63. Is this license fee for 2017? Or is it an annual fee not described in the lease? Yes, this counts as the 2017 rental fee.

The lease document page 4 of 19, Clause 3.1 states the rent is \$17, 458.63. Is this correct?
Yes

Clause 3.2 is pretty open ended. The Province is reserving the rights to raise rents at any given time. Our former port lease stated a rent review every five years. Are we to understand that rents will just increase at any time, ie could be in three months? This is hard to fathom or plan for budgets etc. I've attached a document explaining the policy around rents. If you require more information, I invite you to contact Bryanna Thiel at Bryanna.thiel@gov.bc.ca who may be able to provide more information.

Security Deposit is required in the amount of \$10,000. We sent in a security deposit of \$5000 as required within the last two years. Do we then only pay \$5,000 now. Why is the \$5,000 payment not recognized? I'm sorry, that was an oversight on our part. You need only submit an additional \$5,000.00.

Yours truly Michael Owen

From: Mahon, Claudia FLNR:EX
Sent: Tuesday, January 09, 2018 1:31 PM
To: 'mowen@dccnet.com'
Subject: File No. 2411281 - Documents for Signature

Hi Mike,

Attached please find documents for review and signature.

Please do not hesitate to contact me if you require more information.

Claudia Mahon

Portfolio Administrator

Ministry of Forests, Lands, Natural Resource Operations and Rural Development

South Coast Natural Resource Region

Tel: 604.586.5640 Fax: 604.586.4444





Management Plan for Port Metro Vancouver Tenure Holders

FLNR requires a current Management Plan for all Crown Land tenures is on file. This template is provided for your convenience and needs to be included, and fully complete, with your application.

Please create a document using the following questions. A signed signature block, as shown below, is required.

1. Crown Land File Number.
2. Describe what you are using the Land for (list all uses, be very specific).
3. How long have you been the tenure holder on this site?
4. Describe all improvements that are on the Land. You must attach a sketch of the Land and indicate the location and dimensions of the improvements on the Land. Please note that improvements include anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land and includes clearing, excavating, drilling, digging, tunnelling, filling, grading or ditching
5. Are you proposing to erect or install any new improvements on this site?
6. What, if any, Hazardous Materials are stored on the Land?
7. Attach pictures of the Land, and any improvements as they are today.

Signature Block

Submitted by:

Date: _____

Signature

Print Name

The Management Plan must be signed and dated by you and when approved it will be held on file by us.

Anderson, Keith FLNR:EX

From: Michael Owen <mowen@dccnet.com>
Sent: Friday, December 5, 2014 10:54 AM
To: Anderson, Keith FLNR:EX
Subject: First Nations Consultation

Keith, on behalf of Ladner Reach Properties, we wrote Alec asking if there was any way to expedite our Fraser River lease renewal. In light of Alec's email will you be handling this part of the file? Regards Mike Owen.
Ladner Reach Properties Ltd.



LAW DEPARTMENT

Direct Line: (604) 829-2001
 File No. 14-0177
 Email: heidi.granger@vancouver.ca

December 19, 2014

Province of British Columbia
 Ministry of Forests, Lands and
 Natural Resource Operations
 South Coast Natural Resource Region
 Suite 200, 10428 - 153 Street
 Surrey, BC V3R 1E1

Attention: **Alec Drysdale**
 Director, Resource Authorizations

Dear Sirs/Mesdames:

Re: Provincial Head Lease for Fraser River - Crown Land Tenure Renewal Applications

Please find enclosed originally executed copies of the Licences of Occupation (the "Licenses") and the Responses to Notice of Final Review signed by an authorized signatory for the City of Vancouver for those water lots listed in Appendix A attached to this letter. Payment of the application fees is forthcoming and will be sent directly by the City department responsible for the applicable License.

Please note that Vancouver City Council approval is required before the City can enter into Licenses for File Nos. 2411150, 2411158 and 2411152. This approval is expected to be sought in early January, 2015 and we will provide executed Licenses for those files once Council has provided authorization. We are in the process of confirming that these Licenses are in good standing with Port Metro Vancouver so that the term can be changed to two years and we will keep you advised on this. We have attached the Responses to Notice of Final Review for those files.

We have made some manual changes to the Licenses which have been initialled by the authorized signatory for the City. These are summarized as follows:

1. Corrections to the City's purposes of occupation set out in Article 2.1 of certain Licenses, primarily to clarify or include the correct type of outfall on the Land.

#175506v1

Mailing Address:
 453 West 12th Avenue
 Vancouver, BC V5Y 1V4
 Canada

Telephone: (604) 873-7512
Fax: (604) 873-7445

Delivery Address:
 401-515 West 10th Avenue
 Vancouver, BC V5Z 4A8
 Canada



2. Corrections to the amount of time following termination of the Licenses that the City has to remove City-owned improvements from the Land (see Article 4.1(p)(ii) of File No. 2411163 for example); this was inconsistent in the Licenses and 30 days is insufficient time for removal of improvements so references to 30 days have been corrected to 60 days for all agreements.
3. Deletion of language in Article 5 of some Licenses (see Article 5.1(k) of File No. 2411163 for example) requiring the City to be responsible, at its expense, for maintenance dredging of the Land; this requirement was only included in some of the Licenses without any obvious explanation as to why it was included for particular Land and it was not included in past agreements with Port Metro Vancouver. The City does not typically dredge and does not wish to be responsible for undertaking maintenance dredging.
4. Corrections to the legal descriptions for File No. 2411157 to include Block B of DL 4896, Group 1, NWD so that the park is included in the Lands and File No. 2411161 to include Block A of DL 7850, Group 1 NWD so that the whole outfall pipe is included within the Lands; the province will need to provide new plans for the final agreement.

We note a few issues that the City wishes to identify for future discussion when these Licenses are renewed or new tenures are offered for a longer term:


1. In some of the Licenses, there is no definition for Management Plan in Article 1 and the language in Article 1.14 which provides that prior approval or consent of the Management Plan constitutes prior approval or consent of certain activities is absent (see File No. 2411155 for examples of this language and see File No. 2411157 for an example of this language being absent). We would like this language to be included in future Licenses and would like the province to confirm that for those Licenses that do not include Article 1.14 or a definition of Management Plan, the province's prior approval of a Management Plan constitutes approval of, or consent to, the activity or thing to the extent that the same is described in the Management Plan that was submitted with our application for tenure.
2. In a few of the Licenses for storm sewer outfalls (see File Nos. 2411478 and 2411476 for example), there is an Article (2.3) which provides that the province will grant a statutory right of way to the City if a boundary plan is prepared and submitted at least 30 days before the expiry of the agreement. The City would like this Article to be included in other agreements or for there to be further discussion about the province granting statutory rights of way to the City for outfalls.
3. Many of the Licenses for outfall purposes included telecommunications equipment related to the outfalls as a permitted purpose while some did not (see File No. 2411478 for an example of this language in Article 2.1 and see File No. 2511159 for an example of this language being absent even though storm sewer outfall is a permitted purpose). The City would like the telecommunications language to be included in all future agreements for outfalls as the City may wish to install sensor systems for those outfalls.

4. In future agreements, we would like the province to consider changes to the insurance provisions in Articles 6.6(a)(i), 6.6(e), 6.7(a) and 6.9 as sent to Brooke Casavant on December 18, 2014 and attached to this letter. These changes are suggested by the City's Director of Risk Management in consultation with the City's insurance broker. We also note that in the cover letters attached to some of the agreements, the province expressly acknowledges that the City of Vancouver is self-insured and refers to Article 6.10 of the Licenses (see File No. 2411155 for example). This acknowledgement and acceptance is not provided in other cover letters (see File No. 2411478 for example). The City would like the province to provide this acknowledgement and acceptance for all of the Licenses. The City is unable to provide the province with certified copies of its insurance policies as these policies contain confidential information, but the City is able to complete the province's form of insurance certificate if so requested.
5. As previously discussed with the Province, the City would like to discuss and apply for tenures for additional water lots once this head lease transition is complete. For example for File No. 2411159, the City would like the Lands to include Block A of DL 7851, Group 1, NWD. The City would also like to discuss the potential for acquiring certain water lots in fee simple.

Please do not hesitate to contact either the writer or Melinda Chan at melinda.chan@vancouver.ca if you have any concerns about the contents of this letter or the changes to the Licenses. We look forward to receiving fully executed copies of the Licenses.

Yours truly,

CITY OF VANCOUVER

Per: 

Heidi Granger

HG:rf
Encl.

cc: Gracen Chungath, Business Planning Manager - Business Planning Secretariat
Al Zacharias, City Surveyor - Land Survey
Mark Schwark, Manager, Sewers Design Branch - Sewer & Drainage Design Branch
Alan Duncan, Environmental Planner - Vancouver Board of Parks and Recreation
Dave Hutch, Manager of Planning and Research - Vancouver Board of Parks and Recreation
Melinda Chan, Property Negotiator - Real Estate Services
John Breckner, Associate Director, Operations - Real Estate Services
Sadhu Johnston, Deputy City Manager - City Manager's Office

Appendix A

File Number	Description	Legal Description	Executed Licence	Executed Response
2411150	7238 - Western lot	District Lot 5956 Group 1 New Westminster District	X	✓
2411151	Between Jellicoe & Kerr St Block A (fill only)	Block A of District Lot 7847 Group 1 New Westminster District	✓	✓
2411152	7464 & Sublease to Goldwood Waterlot 7207 Eastern lot	District Lot 7207 Group 1 New Westminster District	X	✓
2411153	6109 - Boundary Road Street End	District Lot 6908 Group 1 New Westminster District	✓	✓
2411154	6658 - Oak Street End	Right of Way Over That Part of District Lot 5799 As Shown On Plan 14008 Filed in New Westminster Land Title Office Group 1 New Westminster District	✓	✓
2411155	4524 - Hudson Street End	That Part of District Lot 6386 Group 1 New Westminster District Containing 0.191 Hectares, More or Less	✓	✓
2411156	4484 - Heather Street End	Right of Way Over District Lot 5908 Group 1 New Westminster District As Shown on Reference Plan 12754 Filed in Vancouver Land Title Office	✓	✓
2411157	4504 - Shaughnessy Street End	District Lot 2468 Group 1 New Westminster District	✓	✓
2411158	7463 - Middle lot	District Lot 5978, Group 1, New Westminster District	X	✓
2411159	Foot of Blanche St - Riverfront Park	Block 1 of District Lot 6726 Block A of District Lot 2289 & Block B of District Lot 7851 Group 1 New Westminster District	✓	✓
2411160	#10115-Tug Boat Landing (South Foot of Victoria Dr)	Block A District Lot 7839 Group 1 New Westminster District	✓	✓
2411161	#4502 - Elliott Street End	Block B District Lot 7850 Group 1 New Westminster District	✓	✓

File Number	Description	Legal Description	Executed Licence	Executed Response
2411162	? - Foot of Kerr St	Block B of District Lot 7848 Group 1 New Westminster District	✓	✓
2411163	4503 - Gladstone Street End	District Lot 2401 Group 1 New Westminster District	✓	✓
2411164	? - Foot of Jellicoe	District Lot 7846 Group 1 New Westminster District	✓	✓
2411165	Park area East of Elliott Street Blocks D & G	Block D & G District Lot 6726 Group 1 New Westminster District	✓	✓
2411460	Portion of waterlots fronting EFL between Kerr St and Boundary Rd	That Part of District Lots 5895, 2750, 4975, 4976, 5915, 3147, 5927, Together With Unsurveyed Foreshore Or Land Covered By Water Being Part of the Bed of Group 1 New Westminster District	✓	✓
2411470	Gladstone Park	Blocks A and B of District Lot 7849 Group 1 New Westminster District (correct typo in legal description by hand)	✓	✓
2411471	Bentley Combined Sewer Outfall	Right of Way Over Block B of District Lot 6209 Group 1 New Westminster District	✓	✓
2411473	Point Grey Golf Course - Combined Sewer Outfall	Right of Way over Unsurveyed Foreshore or Land Covered by Water Being Part of the Bed of the Fraser River Group 1 New Westminster District	✓	✓
2411474	Fraser Street Storm Sewer Outfall	Right of Way over Unsurveyed Foreshore or Land Covered by Water Being Part of the Bed of the Fraser River Group 1 New Westminster District	✓	✓
2411475	Deering Island (Carrington) Storm Sewer Outfall	Unsurveyed Foreshore or Land Covered by Water Being Part of the Bed of the Fraser River Group 1 New Westminster District	✓	✓

File Number	Description	Legal Description	Executed Licence	Executed Response
2411476	Arbutus Storm Sewer Outfall?	Right of Way over Unsurveyed Foreshore or Land Covered by Water Being Part of the Bed of the Fraser River Group 1 New Westminster District	✓	✓
2411477	Barnard Street Sewer Outfall	Right of Way Over Unsurveyed Foreshore or Land Covered By Water Being Part of the Bed of the Fraser River Group 1 New Westminster District	✓	✓
2411478	Kinross Street Sewer Outfall	Right of Way over Unsurveyed Foreshore or Land Covered by Water Being Part of the Bed of the Fraser River Group 1 New Westminster District	✓	✓

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;

endowment reducing the limit of liability

- (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

(up to a maximum of \$10,000,000 per occurrence)

- (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

unless such damage was caused or contributed to by us.

6.10 Despite sections 6.6 and 6.7, your obligations under those sections are suspended for so long as we in our sole discretion acknowledge our acceptance to you in writing your alternative risk financing program in respect of the matters covered by those sections.

If, in our sole discretion, your alternative risk financing program in respect of the matters covered by sections 6.6 and 6.7 is no longer acceptable to us, we will provide written notice to you and you must, within 60 days of such notice, obtain and provide to us evidence of

Ladner Reach Properties Ltd.

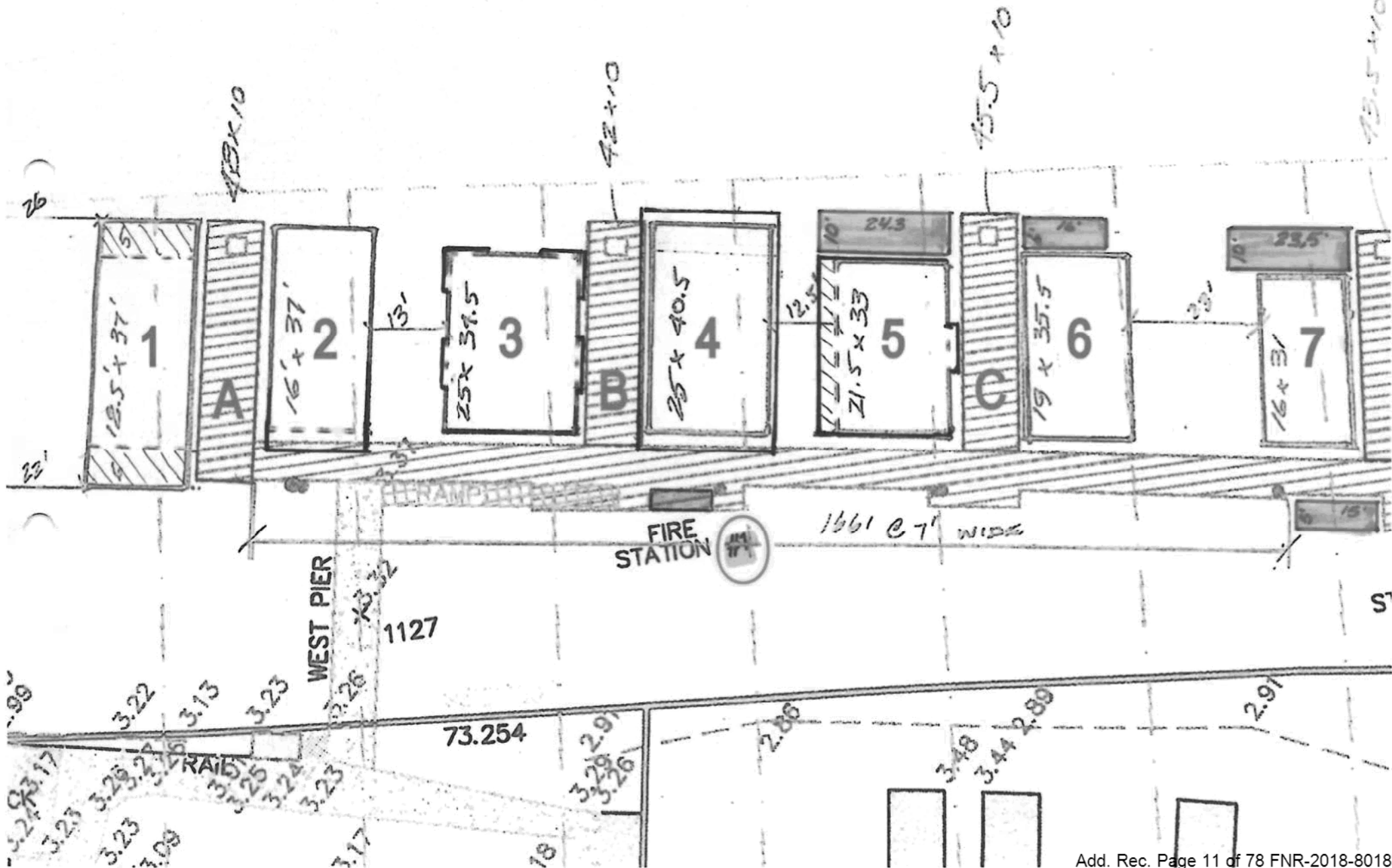
Barge, House and Private Float Dimensions

Berth	Barge	Barge S.F.	House	House S.F.	Private Float	Float S.F.	Private Float	Float S.F.
1	36'6" x 19'	694	48' x 21'	1008				
2	32' x 16'	512	43' x 19'	817				
3	34'8" x 25'6"	886	37'8" x 28'6"	1073				
4	40'6" x 24'4"	912	45' x 29'4"	1316				
5	33' x 21'4"	701	33' x 25'10"	850	10' x 24'4"	242		
6	36' x 20'	720	37'6" x 20'	750	6' x 16'	96		
7	31' x 16'4"	504	33' x 16'4"	536	10' x 23'6"	230	5' x 15'	75
	40'6" x 24'6"	992 *	42'6" x 28'6"	1215	6' x 24'	144		
9	55' x 16'	880	51' x 16'	816				
10	48' x 18'	864	40' x 18'	720				
11	25' x 17'	425	25' x 17'	425				
12	37'6" x 18'6"	699	35'6" x 20'6"	727	30' x 3'6"	108		
13	30' x 15'6"	468	36'8" x 15'6"	569				
14	32' x 16'	512	37' x 16'	519				
15	40'4" x 24'	966	43'6" x 28'	1218				
16	35'6" x 16'	569	28' x 13'	364				
17	34'6" x 24'	830	34'6" x 25'6"	879	43'3" x 3'3"	140	6' x 25'	150
18	32'6" x 20'8"	676	32'6" x 20'8"	676	6' x 20'	120		
19	31' x 24'	744	32' x 24'	768	6' x 25'	150		
20	40' x 24'	960	40' x 24'	960				
21	36' x 24'6"	885	36' x 24'6"	885				
22	37' x 24'6"	906	37'6" x 26'6"	996				
23	37' x 25'	925	40' x 25'	1000				
24	36'8" x 23'	845	37'8" x 23'	868				
25	38'6" x 25'4"	972	32'6" x 24'	780				
26	28' x 21'	588	28' x 22'	616	9' x 24'	216	5' x 31.3'	156
27	32' x 15'6"	496	35' x 20'	700	7' x 25'6"	178.5	5' x 31.3'	156
28	51' x 24'	1224	36'6" x 19'8"	720				

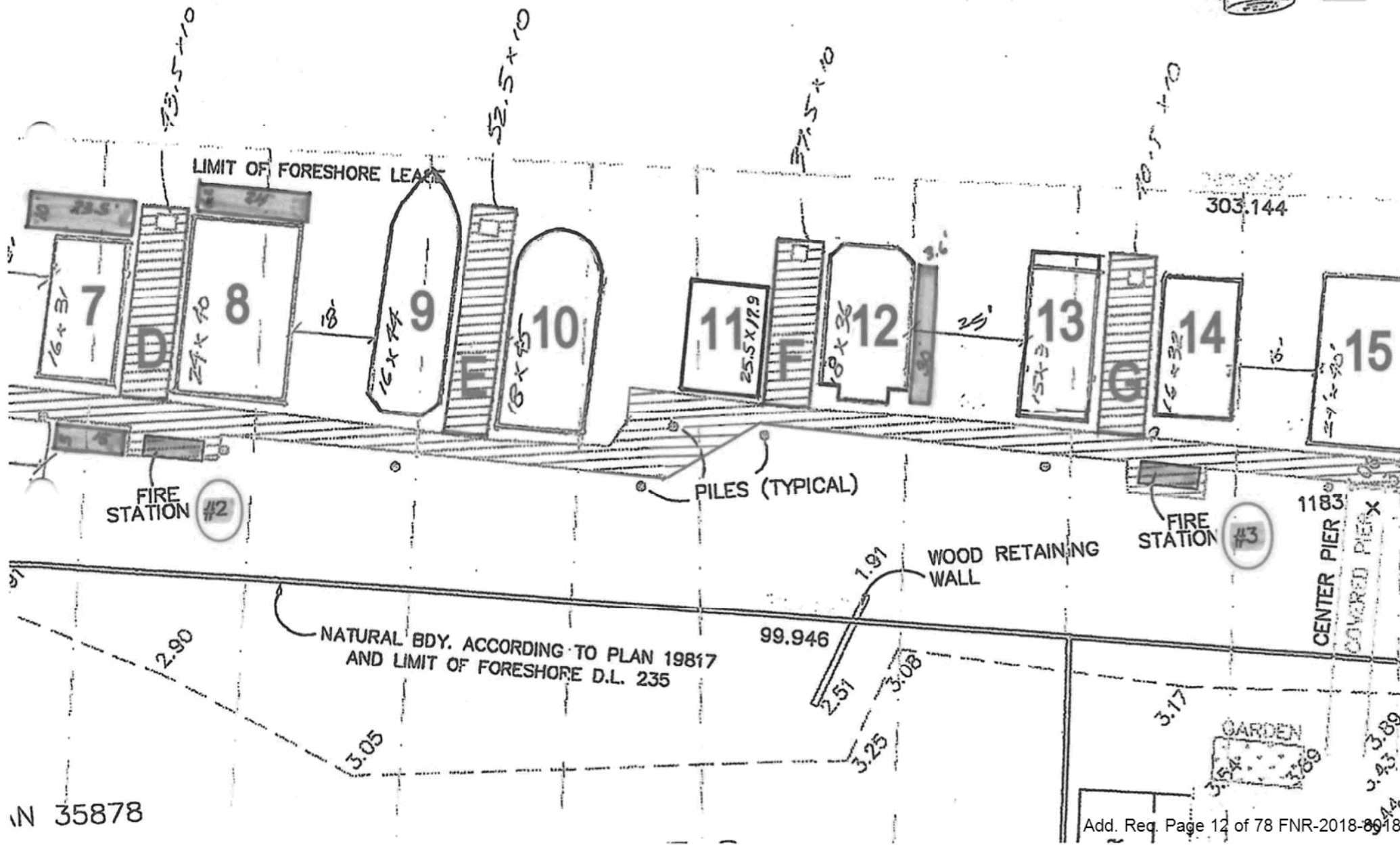
* Calculation rounded

DENOTES INSPECTION.
DENOTES SQUARE METRES.

1



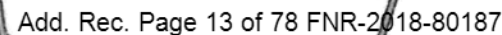
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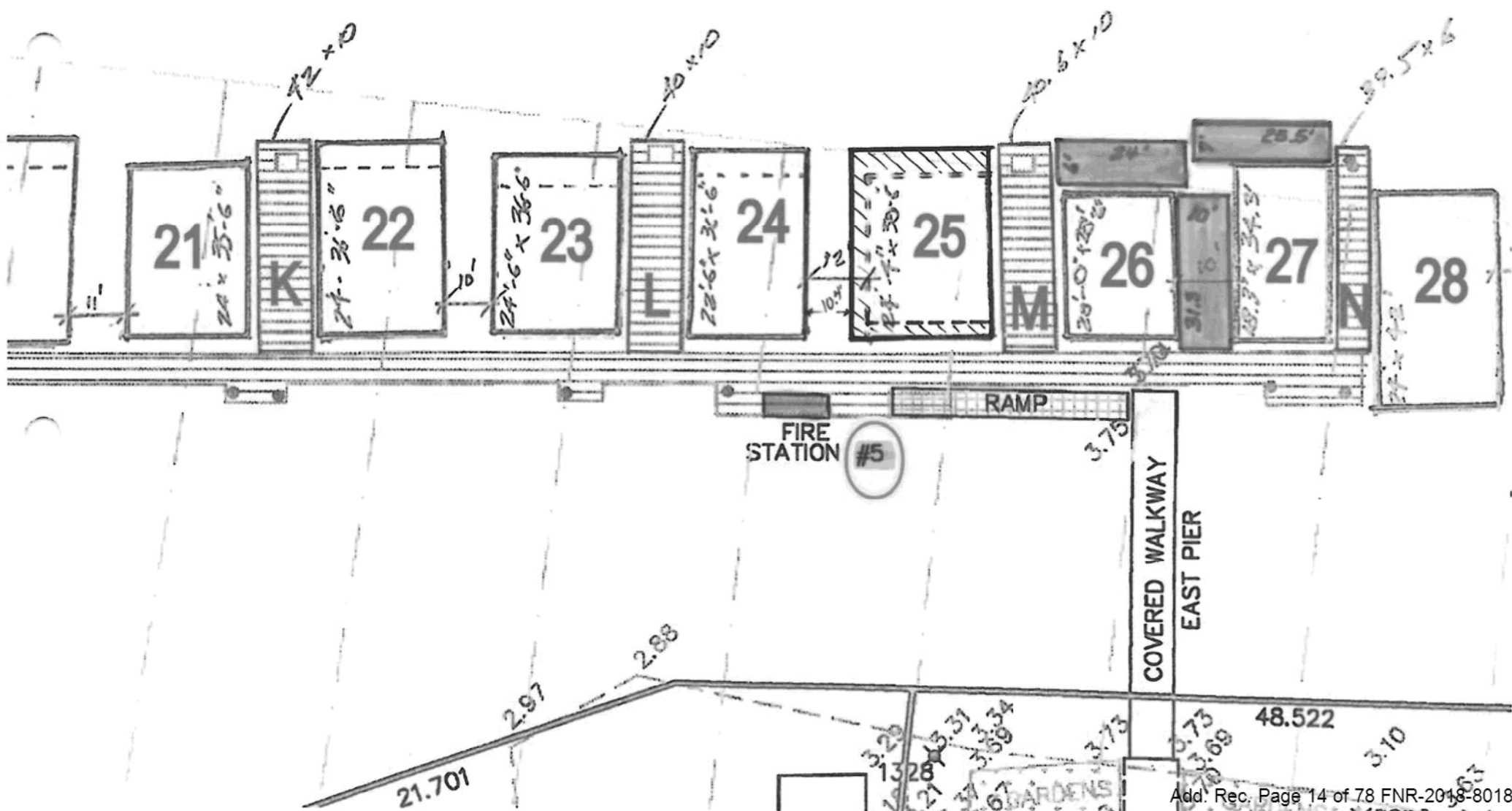


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	<u>Dimensions</u>	<u>Square Footage</u>	<u>Total S.F.</u>
Main Float - East to West	6' x 736'	4416	
	7' x 187'	1309	
Mid-float at berth 11	8' x 22'	176	
		<u>5901</u>	5901
Access Ramp			
Landing Floats			
East	18' x 6'	108	
Center	23' x 8'	184	
West	17' x 5'	85	
Tug Boat	20' x 4'	80	
		<u>457</u>	457
Work Floats (Mobile)			
A	58 x 6	348	
B	72 x 6	432	
C	60 x 6	360	
D	20 x 6	120	
E	20.5 x 8	160	
F	24.5 x 6	144	
G	12 x 6	72	
H	21 x 4	84	
		<u>1720</u>	1720
Work Skiff Shelter	20.5 x 8	160	
Tug	21 x 10	210	
		<u>370</u>	370
Fire Station Floats			
①	22 x 5	110	
②	19 x 6	114	
③	18 x 6	108	
④	33 x 6	198	
⑤	26 x 6	156	
		<u>686</u>	686
Finger Floats			
A.	48.5' X 10'	485	
B.	42' x 10'	420	
C.	45.5' X 10'	455	
D.	43.5' X 10'	435	
E.	52.5' X 10'	525	
F.	37.5' X 10'	375	
G.	40.5' X 10'	405	
H.	40.5' X 10'	405	
I.	40.5' X 10'	405	
J.	44' X 10'	440	
K.	41' X 10'	410	
L.	41' X 10'	410	
M.	40.5' X 10'	405	
N.	39.5' X 6'	237	
		<u>5812</u>	5812

**MONTH-TO-MONTH FLOAT HOME
MOORAGE AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 20____

BETWEEN:

LADNER REACH PROPERTIES LTD., a Company duly
incorporated pursuant to the laws of the Province of British Columbia, having an office
at 3871 River Road West, Delta, British Columbia V4K 3N2

(hereinafter referred to as the "Marina")

OF THE FIRST PART

AND:

(hereinafter referred to as the "Owner")

OF THE SECOND PART

AND:

(hereinafter referred to as the "Guarantor")

OF THE THIRD PART

In consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. The Owner hereby agrees to moor the following vessel at the premises of the Marina at 3871 River Road West, Delta, British Columbia:

Name of Vessel: _____

Overall Length: _____ Overall Width: _____

Registration or Licence _____

Registered Owner of Vessel: _____

hereinafter called the "Vessel".

2. The Vessel shall be moored at berth _____ but may be moved to another berth in accordance with paragraph 4 of the Terms and Conditions which are attached hereto and marked as Schedule "A".

3. For the moorage, the Owner shall pay to the Marina:
 - a. Monthly moorage fees of _____; plus
 - b. Monthly estimated annual operating expenses identified in Schedule "B"; plus
 - c. The difference between estimated and actual annual operating expenses following calendar year end (overcharges will be credited to the Owner's account)

The Owner agrees to provide to the Marina, at the address identified in the Agreement ONE (1) cheque for the month the Owner moves into the marina and post-dated cheques for the first of each month for the successive months up to and including June of that or the next year being ONE (1) for each month. Thereafter, the Owner shall provide to the Marina ONE (1) cheque for July and ELEVEN (11) post-dated cheques for the first of each month for the successive ELEVEN (11) months, being ONE (1) for each month.

Invoices for any electrical, recycling fees or penalties or other charges incurred by the Owner pursuant to the provisions of this Agreement, the Terms and Conditions, and the Rules and Regulations attached hereto, will be rendered at the beginning of each calendar month and must be paid by the Owner on or before the 7th day of the same calendar month.

This Agreement is on a month-to-month basis only. Either party may terminate the Agreement by giving the other party THIRTY (30) days notice in writing. This Agreement is for moorage of the Vessel only and is not intended to and will not create any form of tenancy agreement with the Owner, Guarantor, or occupants of the Vessel.

The Marina hereby agrees that the moorage fees shall not be raised during the remainder of the calendar year in which this Agreement is executed, but the moorage fees are subject to review and possible adjustment on January 1 of each calendar year thereafter.

4. The Owner hereby warrants and agrees that they will be the principal occupants of the Vessel and that the following persons will be the only additional regular occupants of the Vessel:

5. The Owner hereby agrees that if any other persons at any time during the duration of this Agreement wish to be regular occupants of the Vessel, the Owner will deliver to the Marina a written request to have those persons added to the list of additional regular occupants and become signatories and Guarantors to this contract, but the Marina reserves the sole right and discretion to refuse to allow or approve such requests. This Agreement does not allow casual or permanent 2nd or 3rd party renting, home swapping, house sitting, loaning or allowing use of the Vessel to others for any reason without the express written permission of the Marina.
6. The Owner hereby agrees to the Terms and Conditions of this Agreement which are attached hereto and marked as Schedule "A" and to abide by the Moorage Rules and Regulations which are attached hereto and marked as Schedule "C", as well as any additional or amended Terms and Conditions or Rules and Regulations as may be made by

the Marina from time to time, and the said Terms and Conditions and Rules and Regulations are hereby incorporated as terms of this Agreement.

7. The Marina hereby agrees to allow the Owner to moor the Vessel described above at the Marina, subject to the Terms and Conditions and to the observance by the Owner of the Rules and Regulations appearing in this Agreement, and subject to the right of the Marina to terminate this Agreement in accordance with the Terms and Conditions hereof.
8. The Owner hereby agrees that the items on the Check List, marked as Schedule "D", have been explained to them and that they are satisfied and acknowledge them.
9. The Guarantor, in consideration of the Marina entering into this Agreement with the Owner and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees as follows:
 - a) the Guarantor with the Owner, as principal debtor and not as surety shall well and truly cause to be paid to the Marina all amounts payable plus interest pursuant to the terms of this Agreement and all other costs and expenses payable hereunder by the Owner;
 - b) to unconditionally guarantee full performance and discharge by the Owner of all of the obligations of the Owner under the provisions of this Agreement at the times and in the manner provided;
 - c) to indemnify and save harmless the Marina against and from all losses, damages, costs, and expenses which the Marina may sustain, incur, or be or become liable for by reason of the failure for any reason whatsoever of the Owner to pay all amounts and all costs and expenses expressed to be payable pursuant to this Agreement, or to do and perform any other act, matter or thing pursuant to the provisions of the Agreement;
 - d) the Marina shall not be obliged to proceed against the Owner or any other person liable hereunder before proceeding to enforce the obligations of the Guarantor herein set out and enforcement of such obligations may take place before, after or contemporaneously with enforcement of any debt or obligation of the Owner or any other person liable hereunder for any such debt or obligation;
 - e) the Marina may grant any extensions of time for payment, amend the terms of the Agreement or otherwise deal with the Owner without affecting the obligations of the Guarantor;
 - f) the Guarantor has read the Agreement together with the attached Terms And Conditions, Rules And Regulations and all other attached Schedules and is fully aware of their terms and in particular the terms of this paragraph 9;
 - g) where there is more than one Guarantor, each Guarantor agrees with the Marina to be jointly and severally responsible under this guarantee with the other Guarantors and the Owner.
10. This Agreement contains Terms and Conditions which exclude the liability of the Marina for damages and personal injury and which provide an indemnity by the Owner in favour of the Marina.

SCHEDULE "A"

TERMS AND CONDITIONS

WAIVER

1. It is a fundamental term of this Agreement that neither the Owner nor anyone claiming under or through the Owner will hold liable the Marina, or any person in respect of any of whose acts omissions the Marina may in law be held liable, for the death or personal injury of any nature to any person, Vessel or any other property belonging to any person whatsoever, occurring at the Marina or arising in whole or in part from any occurrence whatsoever at the Marina (whether or not in connection with the subject matter of this Agreement and whether or not such death, injury, loss or damage is caused in whole or in part by the negligence of the Marina and/or any person in respect of any of whose acts or omissions the Marina may in law be held liable) and, further neither any such death, injury, loss or damage, however caused, nor any act or omission of any person whatsoever causing the whole or in part, any such death, injury, loss or damage shall constitute a breach of any representation, warranty, covenant or Agreement (implied, collateral, statutory or otherwise) of or in respect of this Agreement or the subject matter hereof.

INDEMNIFICATION

2. The Owner shall indemnify the Marina and each of its directors, officers, agents and employees against all claims and liabilities of every nature whatsoever arising in the circumstances of the Owner's use of the Marina whether such claims and liabilities are by or in respect of any of the Owner's family, guests, employees or otherwise.

INSURANCE

3. It is a requirement of the Marina's lease with the Province of British Columbia that insurance is mandatory on all vessels in the Marina. Neither the Vessel nor any other property belonging to the Owner will be insured by the Marina. The Vessel Owner must carry at least \$1,000,000.00 comprehensive general liability (including bodily injury, death, and property damage) insurance and fire insurance, together with marine insurance on the Vessel to her full insurable value in the form of Canadian hulls (Pacific) Clauses 1974 or an equivalent all risks hull contract including in all cases protection and indemnity (liability) insurance coverage in such amount as the Marina may from time to time require, all of the said policies naming the Marina as an additional named insured and the said policies shall protect the Marina in respect of claims by the Owner or Guarantor as if the Marina were separately insured; and all such insurance shall provide that the insurer shall provide to the Marina thirty (30) days prior written notice of cancellation or material alteration of such terms. The Owner shall furnish to the Marina certificates or other evidence acceptable to the Marina as to the insurance required hereby to be kept in force.

MOORAGE

4. In the event of an emergency or maintenance the Marina may, without notice to the Owner and at the sole risk of the Owner, move the Vessel to the nearest place of safety. The Marina shall give advance notice of such a move wherever reasonably possible.
5. In the event that the Marina, acting reasonably, considers a change of moorage berth is necessary, the Marina may on SEVEN (7) days written notice delivered to the Owner in accordance with this Agreement, require the Owner to move the Vessel to some other berth. Failure by the Owner to move the Vessel within SEVEN (7) days shall constitute due fault under this Agreement. Such a move will include a reassignment of storage locker and parking stalls. Where such changes of moorage berth are made at the request of the Owner, moving costs are the responsibility of the Owner.

ACCOUNTS

6. All accounts are due immediately upon billing or other request for payment by the Marina. The Owner shall pay interest on all overdue accounts at a rate of two percent (2%) per month (24% per annum). The Owner shall pay to the Marina on demand all losses, costs and expenses of every nature incurred by the Marina in connection with collecting overdue accounts, whether by legal action or otherwise.
7. The Owner shall pay to the Marina on demand the amount of all costs and expenses incurred by the Marina in making good any loss or damage caused to the Marina's property in whole or in part by the Owner or any of the Owner's family, guests, agents, or employees, or by any other persons at the Marina in connection with the Vessel or the Owner's use of the Marina.
8. The Owner shall as an additional fee pay promptly upon receipt of written notice all such fees charged by the Marina to the Owner in respect of electricity, and other utilities, services and fees as the Marina shall in its sole discretion consider reasonable.

EXTRA SERVICES

9. If the Marina feels in its sole discretion that extra services are required to preserve or protect the Vessel, such as repairs, pumping services, additional lines to secure the Vessel, or diving services, etc. the Owner hereby appoints the Marina as its agent and attorney to do all things and sign all documents necessary to effect such services and the Owner shall pay promptly all such charges incurred as well as a reasonable fee for the services of the Marina, its agents or employees, upon receiving written notice from the Marina of the amount payable.

BREACH OF
TERMS

10. If the Owner or any of the Owner's family, agents, guests or employees or any person at the Marina in connection with the Vessel of the Owner's use of the Marina breaches any of the terms of this Agreement or fails to abide by any of the Terms and Conditions and Moorage Rules and Regulations at any time made by the Marina, or if the Owner fails to pay promptly any sums owed to the Marina on any account, the Marina may give written notice to the Owner terminating the right of the Owner to moor the Vessel at the Marina and the Owner shall not be entitled to the return of any moorage fees, and the Owner shall then forthwith pay all sums due and shall remove the Vessel from the Marina premises, within FOURTEEN (14) days of being given written notice, PROVIDED THAT the Marina has not exercised its right to claim a possessory and charging lien against the Vessel. If the said breach of failure to abide by the Terms and Conditions and Moorage Rules and Regulations is a breach or failure that can in the opinion of the Marina be rectified and the Marina in its sole discretion is satisfied that the breach or failure has been rectified within SEVEN (7) days of delivery of the written notice, the Marina may in its sole discretion allow the Owner to enter into a new Moorage Agreement.

ASSIGNABILITY

11. This Agreement is personal to the Owner. No right of the Owner arising under this Agreement is assignable. A purchaser of the Vessel does not acquire any rights under this Agreement. No refund shall be made of any moorage fees in any circumstances. The Marina can and will refuse a prospective purchaser for whatever reason.
12. When the Owner wishes to sell their Vessel listed in this Agreement, and that Vessel is to remain in the Marina, the Owner agrees to adhere to the procedures as listed in "Schedule E".

LIEN

13. The Marina shall have a possessory and a charging lien upon the Vessel for all amounts which are or become owing to the Marina by the Owner under this Agreement or otherwise, and to realize any such amount the Marina may, upon thirty (30) days written notice to the Owner, in any manner sell and absolutely dispose of the Vessel, and the Owner hereby appoints the Marina as its agent and attorney to do all things and sign all documents necessary for such sale and disposition. The Marina shall be entitled to deduct from the proceeds of any such sale, in addition to any other amounts then owing by the Owner to the Marina, all costs and expenses of every nature whatsoever incurred by the Marina in connection with such sale (including legal costs on a solicitor and own client basis and any costs and expenses incurred by the Marina in connection with obtaining a declaration or court order in any court regarding the rights of the Marina under this paragraph or the validity of a sale or proposed sale of the Vessel pursuant to this paragraph, but the Marina shall not be required to obtain any such declaration or court order and pursuant to the provisions of this paragraph shall have the right to deliver to a bona fide purchaser for value good title to the Vessel with the full consent and authority of the Owner as hereby granted) and in the event that such costs and expenses are incurred in connection with an uncompleted sale the Marina shall be entitled to recover from the Owner the costs and expenses incurred by the Marina in connection with such uncompleted sale.

CAUSE AND
EFFECT BY
EXTERNAL
AUTHORITY

14. In the event that it becomes necessary for the Owner to remove their Vessel from the Marina and thereby involuntarily terminate the Agreement as a result of the actions of any government agency or authority, the Owner agrees that the Marina is not in any way liable for any losses, expenses or damages which might be incurred as a result of the Owner having to remove the Vessel from the Marina and locate to alternate moorage facilities.

15. If the Agreement is terminated the Owner agrees to submit funds equal to two months of the previous year's Marina Operating Expenses. Any balance due to the Owner will be paid by the Marina within 30 days of issuance of the annual Marina Operating Expenses invoice which is issued in July of the following year. The Owner agrees to pay any balance due to the Marina over and above the funds held within 30 days after the receipt of the annual Marina Operating Expenses invoice which is issued by the Marina in July of the following year.

NOTICE

16. Any notice required or contemplated by any provision hereof may be given to the Owner by being delivered personally or, in the alternative, such notice may be placed on the Vessel and on the same day mailed by ordinary mail to the address of the Owner set out on page one of this Agreement, and every such notice shall be deemed to have been given when delivered personally to the Owner or in the event that the notice is placed on the Vessel and mailed to the Owner shall be deemed to have been given on the fifth (5) day following the said placing and mailing.

Page 23

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SCHEDULE "C"

MOORAGE RULES AND REGULATIONS

- | | |
|--------------------------|---|
| PERSONAL INJURY | 1. All persons using any of the Marina facilities or coming onto the Marina premises do so at their own risk, and the Marina shall not be responsible for any physical injury or property loss or damage, howsoever caused or sustained by any such person. |
| SECURITY | 2. The Marina shall not be responsible for the security of any vessel from theft or other loss and shall not be liable for loss by theft or otherwise of any articles left in any vehicle, vessel or in the storage lockers at the Marina or elsewhere on the Marina premises. |
| CONDUCT | 3. All persons at the Marina shall conduct themselves in a manner that does not jeopardize the safety or disturb the enjoyment of other persons at the Marina. |
| VESSELS | 4. The numbers of spaces for small vessels on the inside of the float are limited in number and moorage is at the discretion of the Marina. The Marina cannot be responsible for damage to these smaller vessels for any reason. Gasoline or other fuels shall be stored in the storage locker on the upland.
5. Every small vessel at the Marina shall be clearly marked with the Registration number, or name, or the name of its Owner. No dinghy, tender, kayak, or canoe, etc. shall be left on the Marina floats. Vessels over 8' in length cannot be considered as small vessels and separate moorage fees and mooring shall be arranged with the Marina. |
| REGISTRATION NUMBER | 6. Every Vessel at the Marina shall be clearly marked with either its name and / or registration number. |
| MAIN & FINGER FLOATS | 7. The main float walkway shall be kept clear of any objects at all times.
8. The finger floats are not to be overloaded to the point that they are a different level than the main float. |
| MOORING | 9. Each Owner is responsible for the safe mooring of their Vessel, and shall furnish and maintain their own mooring lines and chaffing gear. The chaffing gear (rubber tires, etc.) shall be attached to the Vessel only and not to the Marina floats. Care shall be taken not to foul any other berth or any access with mooring lines. |
| RESIDENTIAL | 10. No Vessel moored at the Marina's floats shall at any time be used as living quarters except when moored in a berth designated "Residential" and provided occupancy is restricted to the applicant and others listed in the Agreement. |
| HEATERS | 11. No reflective type electric heater, flame type heater, oil burner or open fire shall be operated on any vessel at the Marina. |
| GARBAGE AND RECYCLING | 12. No litter shall be thrown overboard or left at the Marina. Household refuse is to be sorted and placed in the appropriate garbage and recycling containers provided for that purpose. Refuse from construction or renovation projects or any other extraordinary refuse shall be promptly removed from the Marina at the Owner's expense. Owners are charged a fee directly for recycling by The Corporation of Delta. |
| SEWAGE | 13. Each Owner or any of the Owner's family, agents, guests, or employees or any person at the Marina shall abide by provincial and federal government regulations with regard to effluent discharge in the Marina. |
| ELECTRICAL SERVICE | 14. Owners requiring electrical service for float homes shall apply to the manager of the Marina and may be supplied at the sole discretion of the Marina at a cost to be set by the Marina.
15. Common area electrical systems are not to be tampered with nor tapped into, especially in storage lockers. |
| ELECTRICAL CODES | 16. Each Owner shall upgrade their Vessel as per Provincial electrical standards and fire codes as required to satisfy the Marina, insurance company or any government agency. |
| WATER | 17. The Marina reserves the right to cut off the supply of water to any Owner who abuses water usage. |
| DRIVEWAY & PARKING ZONES | 18. The driveway is one-way only i.e. from east to west.
19. Vehicles shall not be left at wharf approaches, driveways, loading zones, fire zones, emergency stalls nor in any area marked as a "No Parking" zone. Any such vehicles so left shall be towed away at its owner's expense. |
| PARKING | 20. Each moorage berth includes two licensed-vehicle parking stalls only. Refer to the |

highlighted area of the attached Schedule "F" for the parking stalls assigned to this berth. No licensed or unlicensed vehicles, campers, trailers, motorcycles, etc., may be located anywhere else on the property except with the written consent of the Marina. Renting a berth does not entail any upland rights for any purpose other than parking of the Owner's own personal licensed vehicle(s) and the use of a storage locker assigned by the Marina.

STORAGE

21. The storage of flammable liquids, oily rags, etc. is prohibited on Marina floats or premises. Firewood and barbeques are permitted in the specific location designated as storage areas and assigned to each Vessel owner.
22. Storage of personal goods, firewood, etc., is to be done in the locker provided and assigned to each berth as indicated in Schedule "F". The Marina is not liable and the Owner agrees not to make any claim against the Marina with respect to any loss or damage occurring to the Owner's goods from any cause whatsoever, including the negligence of the Marina, during the time that they are stored in the storage locker. These lockers are not intended to be secure from theft or other perils and are provided solely as a courtesy of the Marina. No other storage, structure or covering is permitted on the Marina premises. No outside storage of any type of article or possession is permitted. Parking stalls are for vehicles, not storage items. There will be no additional costs incurred for the use of the lockers beyond the moorage figure stipulated by the Marina, and the locker remains the property of the Marina.
23. The Marina retains the right to have access to inspect these lockers at the Marina's discretion and timing to maintain the Marina's electrical integrity and other maintenance issues.
24. Any other vehicles, vessels, campers, sheds, boxes, or other property of the Owner may be stored in the outside storage area of the Marina only with the written consent of the Marina, or must otherwise be stored off the Marina premises at other commercial facilities.

REPAIRS AND
RENOVATIONS

25. Sidewalks, driveways, and parking stalls are not storage areas.
26. Owners may carry out only minor repairs to their Vessels at their assigned berth and shall carry out all major repairs or renovations elsewhere.
27. A written description of the work, including a time-line for completion of the work, shall be provided by the Owner to the Marina manager for approval, prior to the start of any work.
28. No contractor shall be permitted to undertake repairs or renovations or perform work of any kind to any Vessel at this facility until the Marina office has been presented with the following documentation:
 - a. A recent Clearance letter from WorkSafe BC;
 - b. Liability insurance for the type of work to be undertaken; and
 - c. A current Corporation of Delta Business License.
29. Without prior approval from Marina management any worker or contractor shall be escorted from the property.

COMMERCIAL
AND OTHER
ACTIVITY

30. This Marina facility is for personal / residential use only. No Owner or occupant is permitted to have a business or commercial operation at this location without a separate written agreement with the Marina.
31. No Owner or occupant may permit others to moor or tie up to their Vessel or to use marina property.

CHILDREN

32. No signage of any type is permitted to be erected on Ladner Reach property.
33. Children under the age of twelve years are not permitted on the Marina floats unless accompanied by an adult, and such children shall wear their own approved flotation devices or flotation devices provided on loan from the Marina while on the Marina floats.

PETS

34. Written consent shall be obtained from the Marina prior to pets being brought onto the Marina property. While such consent will not be unreasonably withheld, it may be revoked upon SEVENTY-TWO (72) hours written notice by the Marina in the event that the Marina in its sole discretion decides that the pet has become a nuisance to the Marina or other Owners. Each Owner is responsible for cleaning up after their pet.

SCHEDULE "D"

CHECK LIST

Initial Here

1. I/we have read, understand and agree to the Float Home Moorage Agreement & Schedules A, B, C, D, E, F and G. _____
2. I/we understand how the monthly invoice and Marina Operating Expenses are billed and when payments are expected. _____
3. I/we understand the term "start date" within the Moorage Agreement and its end date. _____
4. I/we understand that we must provide a marine survey on the float home and that we will make all improvements deemed necessary by the Province of B.C. _____
5. I/we understand that we must carry the necessary insurance on the float home as required. _____
6. I/we understand that we cannot keep anything in the water lot other than the float home identified in the Moorage Agreement. _____
7. I/we understand that the Marina is not responsible for damages done to my float home by any means. _____

Signature

Signature

SCHEDULE "E"

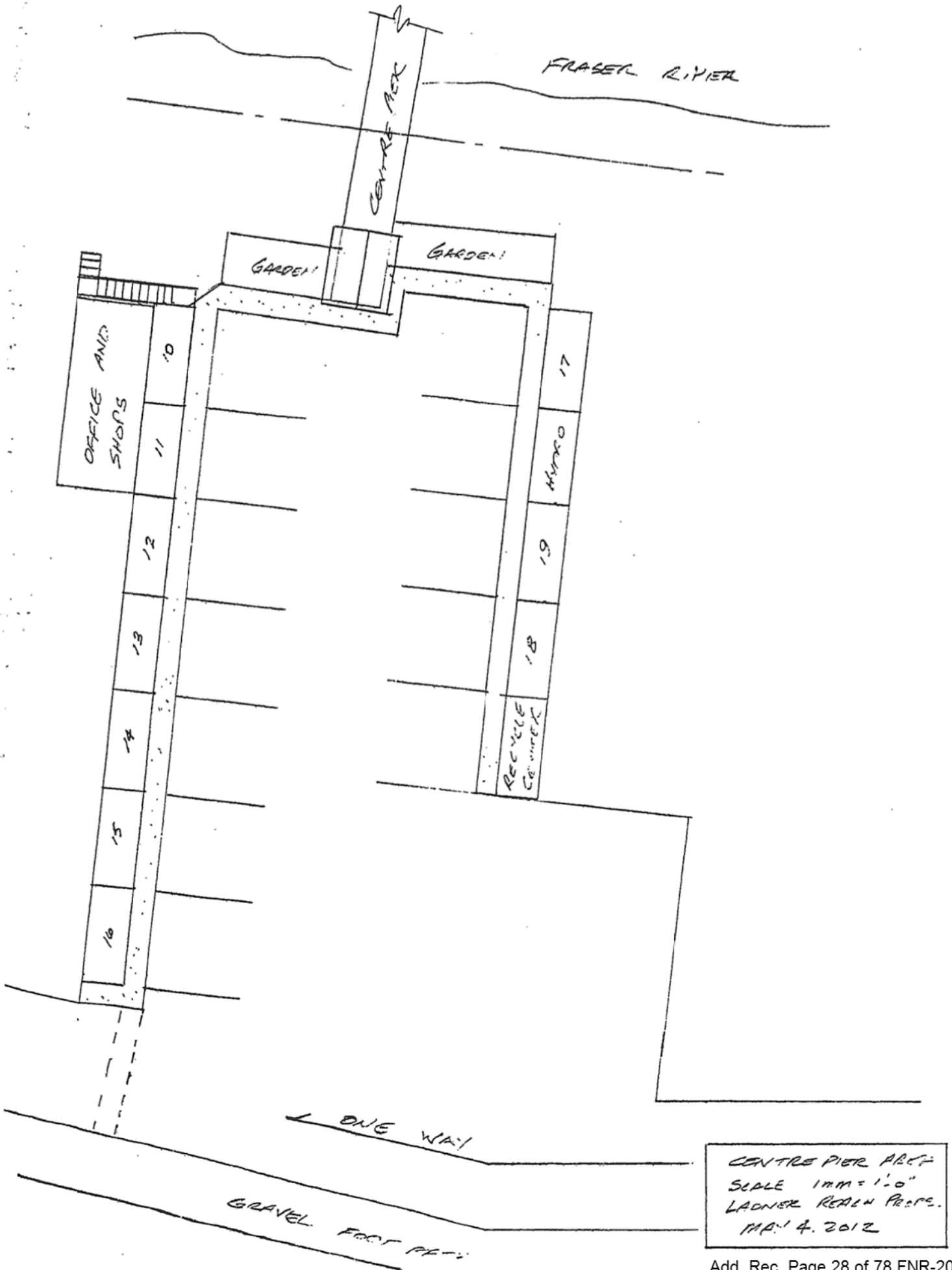
SELLING YOUR VESSEL

1. The Owner shall inform the Marina office in writing that they intend to sell their Vessel.
2. The Marina shall provide the Owner with a current list of selling procedures.
3. The Owner shall provide the Marina office the name of the realtor/broker chosen and that person shall meet with the Marina office to review current procedures.
 - a) Advertising by sign can only be done on the sign post provided by the Marina. This sign shall read "By Appointment Only". Additional signs on the Marina premises are not permitted. The Owner may place a sign on the Vessel which must also include the phrase "By Appointment Only", and the realtor's name and phone number;
 - b) The Owner and realtor agree that all viewings are by appointment only;
 - c) The Marina manager shall meet, interview and approve the prospective purchaser before an offer is accepted;
 - d) The Marina office shall draw up the necessary documents only after the purchaser has removed their subjects. See attached "Schedule G".
 - e) The seller is responsible for any and all outstanding annual Marina Operating Expenses pertaining to their Vessel during their tenancy in the Marina. Upon deciding to list and/or sell the Vessel, the Owner of the Vessel agrees to pay the Marina a sum of money, equivalent to the sum of two months of the previous year's actual Marina Operating Expenses, for actual Marina Operating Expenses not yet collected.
 - f) Transfer of moorage is completed once all documents are in the possession of the Marina and all monies, current and future, deemed to be owed to the Marina are paid in full.
 - g) In order to be reimbursed for any overage, it is the responsibility of the seller to provide the Marina with a forwarding address so that any overpayment of annual marina operating expenses can be forwarded.

When the Vessel that is being sold is to be removed from the Marina the Owner agrees to the following procedure:

1. The Marina has no wish to be involved in the sale of any float home which is leaving the Marina except where the potential buyers are viewing the float home. Therefore 3 a) and 3 b) must be adhered to.
3 e) and 3 f) must be adhered to by the Owner whose name appears on this Agreement before the Vessel is released from its mooring.
2. The berth is not assigned to this Agreement. The berth and occupancy of any berth in the Marina are at the sole discretion of the Marina.

SCHEDULE "F"



SCHEDULE "G"

VESSEL OWNERSHIP TRANSFER PROCEDURES

1. New Moorage Agreement;
2. Notifying letters to
 - a. BC Assessment Authority
 - b. The Corporation of Delta
 - c. Vessel insurer

**FLOAT HOME
MOORAGE AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 20____

BETWEEN:

LADNER REACH PROPERTIES LTD., a Company duly
incorporated pursuant to the laws of the Province of British Columbia, having an office
at 3871 River Road West, Delta, British Columbia V4K 3N2

(hereinafter referred to as the "Marina")

OF THE FIRST PART

AND:

(hereinafter referred to as the "Owner")

OF THE SECOND PART

AND:

(hereinafter referred to as the "Guarantor")

OF THE THIRD PART

In consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. The Owner hereby agrees to moor the following vessel at the premises of the Marina at 3871 River Road West, Delta, British Columbia:

Name of Vessel: _____

Overall Length: _____ Overall Width: _____

Registration or Licence _____

Registered Owner of Vessel: _____

hereinafter called the "Vessel".

2. The Vessel shall be moored at berth _____ but may be moved to another berth in accordance with paragraph 4 of the Terms and Conditions which are attached hereto and marked as Schedule "A".

3. This Agreement has a **maximum term of 120 months**. This Agreement has a **Start Date** _____, and
has an **End Date** _____. This Agreement expires on the end date, and all obligations of both parties are extinguished.

The Vessel identified in this Agreement will either be removed from the marina on or prior to the End Date or a new Agreement may be entered into.

There is no guarantee that a new Agreement will be forthcoming or offered.

4. For the moorage, the Owner shall pay to the Marina:
- A prepaid moorage fee of _____; receipt of which is hereby acknowledged plus
 - Monthly moorage fees of _____ that will not increase for the first 60-month term of this 120-months moorage agreement; plus
 - Monthly estimated annual operating expenses identified in Schedule "B"; plus
 - The difference between estimated and actual annual operating expenses following calendar year end (overcharges will be credited to the Owner's account)

The Marina, Owner, and Guarantor jointly hereby agree there shall be one moorage fee review/adjustment prior to the commencement of the second 60-month term of this Agreement.

This monthly moorage fee adjustment will take effect the first day of _____, and then will remain at that new amount for the next 60 months.

The Owner agrees to provide to the Marina at the address identified in the Agreement on January 1 or each year this Agreement is in effect, post-dated cheques for the first of each month for the current calendar year, and to provide TWELVE (12) post-dated cheques on January 1 of each year thereafter, being ONE (1) for each month of the year, so long as this Agreement remains in force.

Invoices for any electrical or other charges incurred by the Owner pursuant to the provisions of this Agreement, the Terms and Conditions, and the Rules and Regulations attached hereto, will be rendered at the beginning of each calendar month and must be paid by the Owner on or before the 7th day of the same calendar month.

This Agreement is for moorage of the Vessel only and is not intended to and will not create any form of tenancy agreement with the Owner, Guarantor, occupant, or users of the Vessel.

5. The Owner hereby warrants and agrees that he or she will be the principal user of the Vessel and that the following persons will be the only additional regular users of the Vessel:

6. The Owner hereby agrees that if any other persons at any time during the duration of this Agreement wish to be regular users of the Vessel, the Owner will deliver to the Marina a written request to have those persons added to the list of additional regular users and become signatories and guarantors to this contract, but the Marina reserves the sole right and discretion to refuse to allow or approve such requests. This Agreement does not allow casual or permanent 2nd or 3rd party renting, home swapping, house sitting, loaning or allowing use of the Vessel to others for any reason without the express permission of the Marina and such permission shall not be arbitrarily or unreasonably denied.
7. The Owner hereby agrees to the Terms and Conditions of this Agreement which are attached hereto and marked as Schedule "A" and to abide by the Moorage Rules and Regulations which are attached hereto and marked as Schedule "C", as well as any additional or amended Terms and Conditions or Rules and Regulations as may be made by the Marina from time to time, and the said Terms and Conditions and Rules and Regulations are hereby incorporated as terms of this Agreement.
8. The Marina hereby agrees to allow the Owner to moor the Vessel described above at the Marina, subject to the Terms and Conditions and to the observance by the Owner of the Rules and Regulations appearing in this Agreement, and subject to the right of the Marina to terminate this Agreement in accordance with the Terms and Conditions hereof.
9. The Owner hereby agrees that the items on the Check List, marked as Schedule "D", have been explained to them and that they are satisfied and acknowledge them.
10. The Guarantor, in consideration of the Marina entering into this Agreement with the Owner and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees as follows:
 - a) the Guarantor with the Owner, as principal debtor and not as surety will well and truly cause to be paid to the Marina all amounts payable plus interest pursuant to the terms of this Agreement and all other costs and expenses payable hereunder by the Owner;
 - b) to unconditionally guarantee full performance and discharge by the Owner of all of the obligations of the Owner under the provisions of this Agreement at the times and in the manner provided;
 - c) to indemnify and save harmless the Marina against and from all losses, damages, costs, and expenses which the Marina may sustain, incur, or be or become liable for by reason of the failure for any reason whatsoever of the Owner to pay all amounts and all costs and expenses expressed to be payable pursuant to this Agreement, or to do and perform any other act, matter or thing pursuant to the provisions of the Agreement;
 - d) the Marina shall not be obliged to proceed against the Owner or any other person liable hereunder before proceeding to enforce the obligations of the Guarantor herein set out and enforcement of such obligations may take place before, after or contemporaneously with enforcement of any debt or obligation of the Owner or any other person liable hereunder for any such debt or obligation;
 - e) the Marina may grant any extensions of time for payment, amend the terms of the Agreement or otherwise deal with the Owner without affecting the obligations of the Guarantor;

11. This Agreement contains Terms and Conditions which exclude the liability of the Marina for damages and personal injury and which provide an indemnity by the Owner in favour of the Marina.

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

The Corporate Seal of LADNER
REACH PROPERTIES LTD. was
affixed in the presence of:

C/S

AUTHORIZED SIGNATORY

OWNER

SIGNED, SEALED and DELIVERED
by the Owner in the presence of:

OWNER

NAME _____

GUARANTOR

ADDRESS

OCCUPATION

GUARANTOR

SCHEDULE "A"

TERMS AND CONDITIONS

WAIVER

1. It is a fundamental term of this Agreement that neither the Owner nor anyone claiming under or through the Owner will hold liable the Marina, or any person in respect of any of whose acts omissions the Marina may in law be held liable, for the death or personal injury of any nature to any person, Vessel or any other property belonging to any person whatsoever, occurring at the Marina or arising in whole or in part from any occurrence whatsoever at the Marina (whether or not in connection with the subject matter of this Agreement and whether or not such death, injury, loss or damage is caused in whole or in part by the negligence of the Marina and/or any person in respect of any of whose acts or omissions the Marina may in law be held liable) and, further neither any such death, injury, loss or damage, however caused, nor any act or omission of any person whatsoever causing the whole or in part, any such death, injury, loss or damage shall constitute a breach of any representation, warranty, covenant or Agreement (implied, collateral, statutory or otherwise) of or in respect of this Agreement or the subject matter hereof.

INDEMNIFICATION

2. The Owner shall indemnify the Marina and each of its directors, officers, agents and employees against all claims and liabilities of every nature whatsoever arising in the circumstances of the Owner's use of the Marina whether such claims and liabilities are by or in respect of any of the Owner's family, guests, employees or otherwise.

INSURANCE

3. It is a requirement of the Marina's lease with the Port and Crown that insurance is mandatory on all vessels in the Marina. Neither the Vessel nor any other property belonging to the Owner will be insured by the Marina. The Vessel Owner must carry at least \$1,000,000.00 comprehensive general liability (including bodily injury, death, and property damage) insurance and fire insurance, together with marine insurance on the Vessel to her full insurable value in the form of Canadian hulls (Pacific) Clauses 1974 or an equivalent all risks hull contract including in all cases protection and indemnity (liability) insurance coverage in such amount as the Marina may from time to time require, all of the said policies naming the Marina as an additional named insured and the said policies shall protect the Marina in respect of claims by the Owner or Occupants as if the Marina were separately insured; and all such insurance shall provide that the insurer shall provide to the Marina thirty (30) days prior written notice of cancellation or material alteration of such terms. The Owner shall furnish to the Marina certificates or other evidence acceptable to the Marina as to the insurance required hereby to be kept in force.

MOORAGE

4. In the event of an emergency or maintenance the Marina may, without notice to the Owner and at the sole risk of the Owner, move the Vessel to the nearest place of safety. The Marina shall give advance notice of such a move wherever reasonably possible.
5. In the event that the Marina, acting reasonably, considers a change of moorage berth is necessary, the Marina may on SEVEN (7) days written notice delivered to the Owner in accordance with this Agreement, require the Owner to move the Vessel to some other berth. Failure by the Owner to move the Vessel within SEVEN (7) days shall constitute due fault under this Agreement. Such a move will include a reassignment of storage locker and parking stalls.

ACCOUNTS

6. All accounts are due immediately upon billing or other request for payment by the Marina. The Owner will pay interest on all overdue accounts at a rate of two percent (2%) per month (24% per annum). The Owner will pay to the Marina on demand all losses, costs and expenses of every nature incurred by the Marina in connection with collecting overdue accounts, whether by legal action or otherwise.
7. The Owner will pay to the Marina on demand the amount of all costs and expenses incurred by the Marina in making good any loss or damage caused to the Marina's property in whole or in part by the Owner or any of the Owner's family, guests, agents, or employees, or by any other persons at the Marina in connection with the Vessel or the Owner's use of the Marina.
8. The Owner will as an additional fee pay promptly upon receipt of written notice all such fees charged by the Marina to the Owner in respect of electricity, and other utilities, services and fees as the Marina shall in its sole discretion consider reasonable.

EXTRA SERVICES

9. If the Marina feels in its sole discretion that extra services are required to preserve or protect the Vessel, such as repairs, pumping services, additional lines to secure the Vessel, or diving services, etc. the Owner hereby appoints the Marina as its agent and attorney to do all things and sign all documents necessary to effect such services and the Owner shall pay promptly all such charges incurred as well as a reasonable fee for the services of the Marina, its agents or employees, upon receiving written notice from the Marina of the amount payable.

BREACH OF TERMS

10. If the Owner or any of his family, agents, guests or employees or any person at the Marina in connection with the Vessel or the Owner's use of the Marina breaches any of the terms of this Agreement or fails to abide by any of the Terms and Conditions and Marina Rules and Regulations at any time made by the Marina, or if the Owner fails to pay promptly any sums he owes to the Marina on any account, the Marina may give written notice to the Owner terminating the right of the Owner to moor the Vessel at the Marina and the Owner shall not be entitled to the return of any moorage fees, and the Owner shall then forthwith pay all sums due and shall remove the Vessel from the Marina premises, within FOURTEEN (14) days of being given written notice, PROVIDED THAT the Marina has not exercised its right to claim a possessory and charging lien against the Vessel. If the said breach of failure to abide by the Terms and Conditions and Moorage Rules and Regulations is a breach or failure that can in the opinion of the Marina be rectified and the Marina in its sole discretion is satisfied that the breach or failure has been rectified within SEVEN (7) days of delivery of the written notice, the Marina may in its sole discretion allow the Owner to enter into a new Moorage Agreement.

ASSIGNABILITY

11. This Agreement is personal to the Owner. No right of the Owner arising under this Agreement is assignable. A purchaser of the Vessel does not acquire any rights under this Agreement. No refund shall be made of any moorage fees in any circumstances. The Marina can and will refuse a prospective purchaser for whatever reason.
12. When the Vessel Owner wishes to sell his/her Vessel listed in this Agreement, and that Vessel is to remain in the Marina, the Owner agrees to adhere to the procedures as listed in "Schedule E".

LIEN

13. The Marina shall have a possessory and a charging lien upon the Vessel for all amount which are or become owing to the Marina by the Owner under this Agreement or otherwise, and to realize any such amount the Marina may, upon thirty (30) days written notice to the Owner, in any manner sell and absolutely dispose of the Vessel, and the Owner hereby appoints the Marina as its agent and attorney to do all things and sign all documents necessary for such sale and disposition. The Marina shall be entitled to deduct from the proceeds of any such sale, in addition to any other amounts then owing by the Owner to the Marina, all costs and expenses of every nature whatsoever incurred by the Marina in connection with such sale (including legal costs on a solicitor and own client basis and any costs and expenses incurred by the Marina in connection with obtaining a declaration or court order in any court regarding the rights of the Marina under this paragraph or the validity of a sale or proposed sale of the Vessel pursuant to this paragraph, but the Marina shall not be required to obtain any such declaration or court order and pursuant to the provisions of this paragraph shall have the right to deliver to a bona fide purchaser for value good title to the Vessel with the full consent and authority of the Owner as hereby granted) and in the event that such costs and expenses are incurred in connection with an uncompleted sale the Marina shall be entitled to recover from the Owner the costs and expenses incurred by the Marina in connection with such uncompleted sale.

CAUSE AND
EFFECT BY
EXTERNAL
AUTHORITY

14. In the event that it becomes necessary for the Owner to remove his Vessel from the Marina and thereby involuntarily terminate the Agreement as a result of the actions of any government agency or authority, the Owner agrees that the Marina is not in any way liable for any losses, expenses or damages which might be incurred as a result of the Owner having to remove the Vessel from the Marina and locate alternate moorage facilities.

15. If the Agreement is terminated the Owner agrees to have funds equal to the last year's Marina operating expenses held back from the prepaid moorage which is held by the Marina. Any balance due to the Owner will be paid by the Marina within 30 days of issuance of the annual Marina Operating Expenses invoice which is issued in April of the following year. The Owner agrees to pay any balance due to the Marina over and above the funds held within 30 days after the receipt of the annual Marina Operating Expenses invoice which is issued by the Marina in April of the following year.

NOTICE

16. Any notice required or contemplated by any provision hereof may be given to the Owner by being delivered personally or, in the alternative, such notice may be placed on the Vessel and on the same day mailed by ordinary mail to the address of the Owner set out on page one of this Agreement, and every such notice shall be deemed to have been given when delivered personally to the Owner or in the event that the notice is placed on the Vessel and mailed to the Owner shall be deemed to have been given on the fifth (5) day following the said placing and mailing.

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Withheld pursuant to/removed as

s.21

SCHEDULE "C"

MOORAGE RULES AND REGULATIONS

- | | |
|-----------------------|--|
| PERSONAL INJURY | 1. All persons using any of the Marina facilities or coming onto the Marina premises do so at their own risk, and the Marina shall not be responsible for any physical injury or property loss or damage, howsoever caused or sustained by any such person. |
| SECURITY | 2. The Marina shall not be responsible for the security of any vessel from theft or other loss and shall not be liable for loss by theft or otherwise of any articles left in any vehicle, vessel or in the storage lockers at the Marina or elsewhere on the Marina premises. |
| CONDUCT | 3. All persons at the Marina shall conduct themselves in a manner that does not jeopardize the safety or disturb the enjoyment of other persons at the Marina. |
| VESSELS | 4. The numbers of spaces for small vessels on the inside of the float are limited in number and moorage is at the discretion of the Marina. The Marina cannot be responsible for damage to these smaller vessels for any reason. Gasoline or other fuels will be stored in the storage locker on the upland. |
| | 5. Every vessel or tender at the Marina shall be clearly marked with the Registration number, or name, or the name of its Owner. No dinghy, tender, kayak, or canoe, etc. shall be left on the Marina floats. Vessels over 8' in length cannot be considered as dinghies and separate moorage fees and mooring must be arranged with the Marina. |
| REGISTRATION NUMBER | 6. Every Vessel at the Marina shall be clearly marked with its name and registration number as required by law or with the license number of the Vessel until such time as the owner obtains a registration number through Ship's Registry. |
| VESEL SPEED | 7. Each Owner will apply for a federal Vessel registration number at his expense. |
| | 8. All vessels approaching, using or leaving the Marina's floats or moorings shall do so in a cautious and seaman-like manner, so as not to roll up swell or do damage to other craft or Marina property. The speed of any vessel at the Marina is not to exceed three knots or idle speed. |
| MOORING | 9. Each Owner is responsible for the safe mooring of his vessel, and shall furnish and maintain his own mooring lines and chaffing gear. The chaffing gear (rubber tires, etc.) shall be attached to the Vessel only and not to the Marina floats. Care shall be taken not to foul any other berth or any access with mooring lines. |
| RESIDENTIAL | 10. No Vessel moored at the Marina's floats shall at any time be used as living quarters except when moored in a berth designated "Residential" and provided occupancy is restricted to the applicant and others listed in the Agreement. |
| HEATERS | 11. No reflective type electric heater, flame type heater, oil burner or open fire shall be operated on any vessel at the Marina. |
| GARBAGE AND RECYCLING | 12. No litter shall be thrown overboard or left at the Marina. Ordinary household refuse only may be placed in the containers provided for that purpose. Any refuse from construction or renovation projects or any other extraordinary refuse must be promptly removed from the Marina at the Owner's expense. Owners are charged a fee directly for recycling by The Corporation of Delta. |
| SEWAGE | 13. Each Owner or any of his family, agents, guests, or employees or any person at the Marina shall abide by provincial and federal government regulations with regard to effluent discharge in the Marina. |
| ELECTRICAL SERVICE | 14. Owners requiring electrical service for floathomes must apply to the manager of the Marina and may be supplied at the sole discretion of the Marina at a cost to be set by the Marina. |
| | 15. Common area electrical systems are not to be tampered with nor tapped into, especially in storage lockers. |
| ELECTRICAL CODES | 16. Each Owner will upgrade his Vessel as per Provincial electrical standards and fire codes as required to satisfy the Marina, insurance company or any government agency. |
| WATER | 17. The Marina reserves the right to cut off the supply of water to any Owner who abuses water usage or any of the terms of this agreement. |
| PARKING ZONES | 18. Vehicles shall not be left at wharf approaches, driveways, loading zones, fire zones, emergency stalls or in any area marked as a "No Parking" zone, and any such vehicles so left will be towed away at its owner's expense. |

- PARKING
19. Each moorage berth includes two licensed-vehicle parking stalls only. Refer to the highlighted area of the attached Schedule "F" for the parking stalls assigned to this berth. No licensed or unlicensed vehicles, campers, trailers, motorcycles, etc., may be located anywhere else on the property except with the written consent of the Marina. Renting a berth does not entail any upland rights for any purpose other than parking of your own personal licensed vehicle(s) and the use of a storage locker assigned by the Marina.
- STORAGE
20. The storage of flammable liquids, oily rags, etc. is prohibited on Marina floats or premises. Firewood and barbeques are permitted in the specific location designated as storage areas and assigned to each Vessel owner.
21. Storage of personal goods, firewood, etc., is to be done in the locker provided and assigned to each berth as indicated in Schedule "F". The Marina is not liable and the Owner agrees not to make any claim against the Marina with respect to any loss or damage occurring to the Owner's goods from any cause whatsoever, including the negligence of the Marina, during the time that they are stored in the storage locker. These lockers are not intended to be secure from theft or other perils and are provided solely as a courtesy of the Marina. No other storage, structure or covering is permitted on the Marina premises. No outside storage of any type of article or possession is permitted. Parking stalls are for vehicles, not storage items. There will be no additional costs incurred for the use of the lockers beyond the moorage figure stipulated by the Marina, and the locker remains the property of the Marina.
22. The Marina retains the right to have access to inspect these lockers at the Marina's discretion and timing to maintain the Marina's electrical integrity and other maintenance issues.
23. Any other vehicles, vessels, campers, sheds, boxes, or other property of the Owner may be stored in the outside storage area of the Marina only with the written consent of the Marina, or must otherwise be stored off the Marina premises at other commercial facilities.
24. Sidewalks, driveways, and parking stalls are not storage areas.
- REPAIRS AND RENOVATIONS
25. Owners may carry out only minor repairs to their Vessels at their assigned berth and must carry out all major repairs or renovations elsewhere.
26. A written description of the work, including a time-line for completion of the work, will be provided to the marina manager for approval by the float home owner, prior to the start of any work.
27. No contractor will be permitted to undertake repairs or renovations or perform work of any kind to any floating home at this facility until the marina office has been presented with the following documentation:
- a. A recent Clearance letter from WorkSafe BC;
 - b. Liability insurance for the type of work to be undertaken; and
 - c. A current Corporation of Delta Business License.
28. Without prior approval from marina management any worker or contractor will be escorted from the property.
- COMMERCIAL AND OTHER ACTIVITY
29. This Marina facility is for personal / residential use only. No Owner or occupant is permitted to have a business or commercial operation at this location without a separate written agreement with the Marina.
30. No Owner or occupant may permit others to moor or tie up their Vessel or to use marina property.
- CHILDREN
31. No signage of any type is permitted to be erected on Ladner Reach property.
32. Children under the age of twelve years are not permitted on the Marina floats unless accompanied by an adult, and such children shall wear their own approved flotation devices or flotation devices provided on loan from the Marina while on the Marina floats.
- PETS
33. Written consent must be obtained from the Marina prior to pets being brought onto the Marina property. While such consent will not be unreasonably withheld, it may be revoked upon SEVENTY-TWO (72) hours written notice by the Marina in the event that the Marina in its sole discretion decides that the pet has become a nuisance to the Marina or other Vessel owners.

SCHEDULE "D"

CHECK LIST

Initial Here

1. I/we have read, understand and agree to the Float Home Moorage Agreement & Schedules A, B, C, D, E, F and G. _____
2. I/we understand how the monthly invoice and marina operating expenses are billed and when payments are expected. _____
3. I/we understand the term "start date" within the Moorage Agreement and its end date and the financial implications of early departure. _____
4. I/we understand that we must provide a marine survey on the float home every ten years and that we will make all improvements deemed necessary by the Province of B.C. or Vancouver Fraser Port Authority at our own expense. _____
5. I/we understand that we must carry the necessary insurance on the float home as required. _____
6. I/we understand that we cannot keep anything in the water lot other than the float home identified in the Moorage Agreement. _____
7. I/we understand the prepaid portion of the moorage and that it is not refundable. _____
8. I/we understand that the marina is not responsible for damages done to my float home by any means. _____

Signature

Signature

SCHEDULE "E"

SELLING YOUR VESSEL

1. The Owner will inform the Marina office in writing that he/she/they intend to sell the Vessel.
2. The marina will provide the Owner with a current list of selling procedures.
3. The Owner will provide the Marina office the name of the realtor/broker chosen and that person will meet with the Marina office to review current procedures.
 - a) Advertising by sign can only be done on the sign post provided by the Marina. This sign must read "By Appointment Only". Additional signs on the Marina premises are not permitted. The Owner may place a sign on the Vessel which must also include the phrase "By Appointment Only", and the realtor's name and phone number;
 - b) The Owner and realtor agree that all viewings are by appointment only;
 - c) The Marina manager must meet, interview and approve the prospective purchaser before an offer is accepted;
 - d) The Marina office will draw up the necessary documents only after the purchaser has removed their subjects. See attached "Schedule G".
 - e) Upon deciding to list and/or sell the Vessel, the Owner of the Vessel agrees to pay the Marina a sum of money, that being the equivalent to the sum of two months of the previous year's actual Marina Operating Expenses, for actual Marina Operating Expenses not yet collected.
The seller is responsible for any and all outstanding annual Marina Operating Expenses pertaining to their Vessel.
 - f) A transfer of moorage is completed once all documents are in the possession of the Marina and all monies outstanding to the Marina are paid in full.
 - g) In order to be reimbursed for any overage, it is the responsibility of the seller to provide the Marina with a forwarding address so that any overpayment of annual marina operating expenses can be made.

When the Vessel that is being sold is to be removed from the Marina the Owner agrees to the following procedure:

1. The Marina has no wish to be involved in the sale of any float home which is leaving the Marina except where the potential buyers are viewing the float home. Therefore 3 a) and 3 b) must be adhered to.
3 e) and 3 f) must be adhered to by the Owner whose name appears on this Agreement before the Vessel is released from its mooring.
2. The berth is not assigned to this Agreement. The berth and occupancy of any berth in the Marina are at the sole discretion of the Marina.

SAMPLE

SCHEDULE "G"

VESSEL OWNERSHIP TRANSFER PROCEDURES

1. New Moorage Agreement;
2. Moorage prepayment transfer request;
3. Letter outlining the start and end date / remaining prepaid months;
4. Notifying letters to
 - a. BC Assessment Authority
 - b. The Corporation of Delta
 - c. Vessel insurer
5. Landlord Consent Agreement marked as Schedule "H" – This is the only agreement the Company will permit should any tenant require financing guarantees by their financial institution.

SCHEDULE "H"

LANDLORD CONSENT AGREEMENT

TO: (BANK)

AND TO: (TENANT)
3871 River Road West – Berth
Delta, BC V4K 3N2

RE: One fully detached float home which is located at the property
civically described as 3871 River Road West Berth #(INSERT
BERTH#) , Delta, British Columbia V4K 3N2. ("Float Home")

WHEREAS:

1. The Tenants have established certain credit facilities with the Bank;
2. The Tenants and the Landlord have entered into a float home moorage rental agreement dated (INSERT DATE) ("Moorage Agreement") which is attached. This Moorage Agreement takes precedence to this consent agreement;
3. The Bank has requested that the Landlord execute and deliver to the Bank a Landlord Consent Agreement in connection with the float home and the Landlord has agreed to execute and deliver this agreement.

Ladner Reach Properties Ltd. ("Landlord") doing business at the marina located at 3871 River Road West, Delta, British Columbia (the "Marina") hereby covenants and agrees to and with the Bank as follows:

1. CONSENT/CONFIRMATION

The Landlord confirms that the Float Home remains the property of the Tenant and will not become part of the Marina so long as the Terms and Conditions of said Moorage Agreement are met by the Tenant or the Bank.

2. REPRESENTATIONS AND WARRANTIES

The Landlord hereby warrants and represents to the Bank that as of the date hereof the Moorage Agreement is the entire agreement between the Landlord and the Tenant in connection with the premises demised by the Moorage Agreement and the Tenant's occupation thereof.

3. COVENANTS

The Landlord hereby covenants and agrees to and with the Bank that notwithstanding anything to the contrary contained in the Moorage Agreement:

- (a) until the Bank advises the Landlord that its charge against the Moorage Agreement is no longer in effect the Landlord will give notice to the Bank of any breach by the Tenant or default of or under the terms of the Moorage Agreement;
- (b) the Landlord will allow the Bank a period of not less than thirty days after receipt of notice pursuant to paragraph 3(a) hereof to cure any such breach or default;
- (c) providing that the terms of the Moorage Agreement are met the Landlord will not terminate the Moorage Agreement by reason of the receivership of the Tenant or the enforcement of the security held by the Bank;
- (d) in the event of the Bank taking enforcement proceedings under the Bank security, the Bank shall be liable for:
 - (1) the payment of any arrears that are outstanding and any other breach of any of the covenants in the Moorage Agreement upon which the Landlord had given notice to the Bank; and
 - (2) the performance of the Tenant's covenants and obligations under the Moorage Agreement from the time of commencement of enforcement proceedings until cancellation or other termination of the Moorage Agreement.

4. GENERAL

It is a condition of this agreement that nothing herein contained shall be deemed to waive or modify any of the rights of the Landlord under the Moorage Agreement except as expressly provided herein or to release the Tenant or the Bank from the observance or performance of any term, condition or covenant contained therein.

This Agreement is deemed null and void if not signed by both parties named below.

IN WITNESS WHEREOF this agreement has been executed on this
_____ day of _____ 200 .

Ladner Reach Properties Ltd.

Per: _____
Name:
Position:
Branch:

Per: _____
Michael E. Owen
Managing Director

Ladner Reach Properties Ltd.

29 - 3871 River Road West, Delta, B.C. V4K 3N2

E-mail: ladnerreach@dccnet.com

Phone (604) 946-9747 Fax (604) 940-9747

July 2016

Management Plan for FLNRO Crown Land File 2411281 Lease Renewal

1. Crown Land File Number - **2411281**
2. The land/water are being used for:
 - residential floating home marina – 95%
 - balance is moorage for marina work boats (tug & work skiff), six pleasure craft, work floats, footings for viewing platform and sewer lift pump station.
3. Ladner Reach Properties Ltd. has been the tenure holder on this site for 41 years and is applying for a 30-year lease.
4. Improvements currently on the land or in the water:
See attached documents, photos and flash drive containing auto rectified images including ½ meter contour lines and elevations
5. No new improvements are proposed to be installed on this site.
6. No hazardous materials are stored on this site.
7. Attach pictures of the tenure area, and any improvements as they are today.
Photos attached
8. Dock/Pier Maintenance – minimal maintenance is required due to construction materials used. The west pier is constructed of steel with a concrete walkway; the centre pier and east piers are covered walkways constructed from cortan steel. The ramps for all three are made of aluminum. Visual inspection is performed daily. Power washing for safety reasons is not required. The marina has a full-time maintenance staff on duty 5.5 days a week, Monday to Saturday. All float home owners have emergency contact numbers they can call 24/7. The marina retains licensed and insured contractors to deal with all utilities.

Submitted by:



Signature

Date:

July 21/2016

MICHAEL OWEN

Print Name

MAY 10 2017

File 2411281 Amendment Management Plan

To be appended to our 2016 management plan submitted with our application

Signed by:

Michael J. Evans on date: *May 10 2017*
A Evans

May 10, 2017

General information on the Marina

a. There are 28 floating homes in the marina and moorage rent is invoiced monthly. The moorage consist of two parts:

First, basic moorage is currently \$750 per float home; and second, an estimated proportionate share of marina operating expenses, currently \$450, for a total of \$1,200 per month. Moorage fees at our facility right now are reviewed annually. Since Ladner Reach does not have any long term lease from FLNRO we are unable to offer continuity of moorage.

b. At the moment there are only two pleasure craft in the Marina associated with the floating homes, and there is no extra charge for their moorage. One of these vessels is under a Notice to Vacate when the float home owner sells their float home. The other vessel is owned by the President of the company and is also under a Notice to Vacate if his float home is sold. Both are insured. Ours is a residential marina and we do not provide moorage for pleasure craft, with the exception of these two cases, nor do we charge for their moorage. Ladner Reach has a 20' tug and a 16' work skiff which are used exclusively for marina maintenance purposes. These two vessels have very strict limitations for their use as set by our insurance provider. Our employee has all small vessel operator certificates as required by Provincial laws/statutes.

Utilities:

1. Water is provided to each floating home, and the cost is included in the marina operating expenses. This water service is provided by the Municipality of Delta through a meter with a back flow preventer valve which is housed in its own insulated steel cabinet. This backflow preventer valve is tested annually by MDT Backflow
2. The phone service cables, conduits etc., are located within our float system and are maintained by Telus. Telephone and/or cable/satellite services are provided by the companies directly to the floating homes.
3. Electricity is supplied to each floating home through a waterproof Hubbell quick-disconnect cable. The marina's electrical grid has been designed and installed by a B.C. certified electrical contractor, Delport Electric Ltd, (604) 943 8013 attn Ray Thompkins. The Marina maintains an annual permit from the B.C. Safety Authority CEL010024353 for all repairs and maintenance.
4. All electric meters are licensed by Innovation, Science and Economic Development Canada, Registration # 50330 and are also under Industry Canada Measurement Canada regulations Certificate #50330. Meters are tested and recalibrated on a schedule as required by Measurements Canada. The Marina charges residential electrical rates as per B.C. Hydro requirements for electricity residential re-sale, with billings every two months. Each floating home has its own electrical meter. Payments are collected bi-monthly or monthly.

5. There is a container located on our upland property, at our center pier parking lot, for household garbage only, and it is disposed of weekly by Revolution Resource Recovery.
6. There are recycling bins for newspapers, other paper products, plastics and glass, and food products for composting that the municipality collects weekly. There are also bins for deposit-returnable containers, and material such as batteries, and light bulbs. All the bins are in a combination locked container for the use of floating home owners. This service is provided by Revolution Resource Recovery.

Black water/Grey water removal methods

1. The floating homes are connected to our on-site waste water treatment system that collects both grey water and black water. Craig Regier, (604) 329 8324, is our P.Eng., with Cleartech Consulting. Terry Weatherly is our qualified Wasterwater System Operator, Certificate # 9540. This waste water system is under the B.C. Ministry of Environment.
2. Each floating home has a holding tank which pumps the contents into the marina's waste water collection system. The marina's holding tank pumps the collected waste water up into the treatment plant onshore.
3. Samples of effluent is collected quarterly and sent to Exova for testing.

General

1. The marina has two maintenance staff on duty as needed. The marina office hours of operations are 8:00 to 4:30 Monday to Friday and 9 to 12 noon Saturdays. All floating home owners are provided with regular information memos to each float home as changes or circumstances require. Rounds of the marina are conducted twice a day while staff is on duty and there is a 24/7 call out number for any outside utility supplier.
2. The marina currently maintains \$5M in liability insurance. Each floating home is required to maintain a minimum of \$1M in liability insurance. The moorage agreement requires copies of proof of insurance to be submitted by the floating home owners each year. Insurance is mandatory at this marina. See our moorage contract previously submitted.



REPLACEMENT APPLICATION

ALL APPLICATIONS MUST ACCOMPANY ITEMS AS PER LETTER ATTACHED

INFORMATION REGARDING APPLYING FOR CROWN LAND AVAILABLE AT
www.for.gov.bc.ca/Land_Tenures/crown_land_application_information/general_information_for_applications.html

PART 1. NAME(S) AND MAILING ADDRESS

Applicant Name:

FULL LEGAL NAME of Individual(s), Company or Society,
Ministry or Government Agency Your File: 2411281
LADNER REACH PROPERTIES LTD.

Contact Name for Company or Ministry Applicants:

MICHAEL OWEN

Applicant Mailing Address:

29-3871 RIVER ROAD WEST

DELTA, B.C.

postal code V4K 3N2

Applicant Contact Numbers: Phone: (604) 946-9747

Daytime Phone: (604) 946-9747 Fax: (604) 946-9747

Applicant Email Address:

Are you an Agent submitting this application
on behalf of your client?

☐ Yes ☒ No

Letter of Agency attached ☐ Yes ☒ No

Agent Name & Mailing Address:

N/A
postal code _____

Agent Contact Numbers:

Phone: _____ Fax: _____

Agent Email Address:

Is the Applicant or the Applicant's Spouse a Provincial Government Employee

☐ Yes ☒ No

(FOR OFFICE USE ONLY. To address application processing for Provincial Government Employees go to the Land Procedure: Allocation Procedures - Applications)

For applications made by more than one individual: ☐ Joint Tenants or ☐ Tenants in Common

For your information: Joint Tenants: on the death of one tenant the interest passes to surviving tenant.

Tenants in Common: on the death of one tenant the interest passes to the beneficiaries of the estate.

BC Inc. #, BC Registration # or Society #: BC 0824801

GST Registration #: 124930801 RT0001

Age: 19 or over ☒ Yes ☐ No

Canadian Citizen or Permanent Resident ☒ Yes ☐ No

Do you hold another Crown land tenure? ☐ Yes ☒ No If yes, provide File Number:

Period of Projected Use:

☐ Two years or less ☐ Two to five years ☐ Five to ten years ☐ Ten to thirty years ☒ More than thirty years 30 years

Application Type: ☐ new application ☒ replacement application - file number 2411281

☐ investigative permit application ☐ amendment application - file number _____

Proposed Use/Tenure Type: (e.g. powerline right of way, gravel quarry licence): float home
MOOSE

FOR OFFICE USE ONLY

(date/time received)

JUL 22 2016

File Number:

2411281

Disposition ID:

913444

Project Number:

Client Number:

267000

Ministry of Forests, Lands and Natural Resource Operations

11000-00-0001

FrontCounter BC

Log No. 63847 D.A.

Ladner Reach Properties Ltd.

29 - 3871 River Road West, Delta, B.C. V4K 3N2

E-mail: ladnerreach@dccnet.com

Phone (604) 946-9747 Fax (604) 940-9747

July 20, 2016

Following is a list of documentation accompanying the Ladner Reach Properties Ltd. application for a Crown Land license renewal of file #2411281:

1. Application for Crown Land replacement
2. Application fee payment - cheque^{s.15} - \$262.50 payable to Minister of Finance
3. Statutory Declaration
4. Management plan - dated and signed
5. Flash drive / Files list
6. Aerial site photo with contour lines
7. Surveyed topography drawing (Watson & Bernard, BC Land Surveyors)
8. General location plans (2)
9. Aerial site photo w/o contour lines
10. Engineered drawing (Vector Engineering Services)
11. East pier data – photo & drawing
12. Centre pier data – photo & drawing
13. West pier data – photo & drawing
14. Tide scale / Hydrographic versus Geographic Datum – please refer to the flash drive included in this package
15. List of float dimensions & barge, house & private float dimensions
16. Full size drawing showing works as constructed to 2016 (Vector Engineering)

Ladner Reach Properties Ltd.

29 - 3871 River Road West, Delta, B.C. V4K 3N2

E-mail: ladnerreach@dccnet.com

Phone (604) 946-9747 Fax (604) 940-9747

July 2016

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Submitted by:



Signature

Date:

July 21/2016

MICHAEL OWEN

Print Name

LR Float Dimensions
and Square Footage

	<u>Dimensions</u>	<u>Square Footage</u>	<u>Total S.F.</u>
Main Float - East to West	6' x 736'	4416	
	7' x 187'	1309	
Mid-float at berth 11	8' x 22'	176	
		<u>5901</u>	5901
Access Ramp			
Landing Floats			
East	18' x 6'	108	
Center	23' x 8'	184	
West	17' x 5'	85	
Tug Boat	20' x 4'	80	
		<u>457</u>	457
Work Floats (Mobile)			
A	58 x 6	348	
B	72 x 6	432	
C	60 x 6	360	
D	20 x 6	120	
E	20.5 x 8	160	
F	24.5 x 6	144	
G	12 x 6	72	
H	21 x 4	84	
		<u>1720</u>	1720
Work Skiff Shelter	20.5 x 8	160	
Tug	21 x 10	210	
		<u>370</u>	370
Fire Station Floats			
1	22 x 5	110	
2	19 x 6	114	
3	18 x 6	108	
4	33 x 6	198	
5	26 x 6	156	
		<u>686</u>	686
Finger Floats			
A.	48.5' X 10'	485	
B.	42' x 10'	420	
C.	45.5' X 10'	455	
D.	43.5' X 10'	435	
E.	52.5' X 10'	525	
F.	37.5' X 10'	375	
G.	40.5' X 10'	405	
H.	40.5' X 10'	405	
I.	40.5' X 10'	405	
J.	44' X 10'	440	
K.	41' X 10'	410	
L.	41' X 10'	410	
M.	40.5' X 10'	405	
N.	39.5' X 6'	237	
		<u>5812</u>	5812
			14946

Ladner Reach Properties Ltd.
Barge, House and Private Float Dimensions

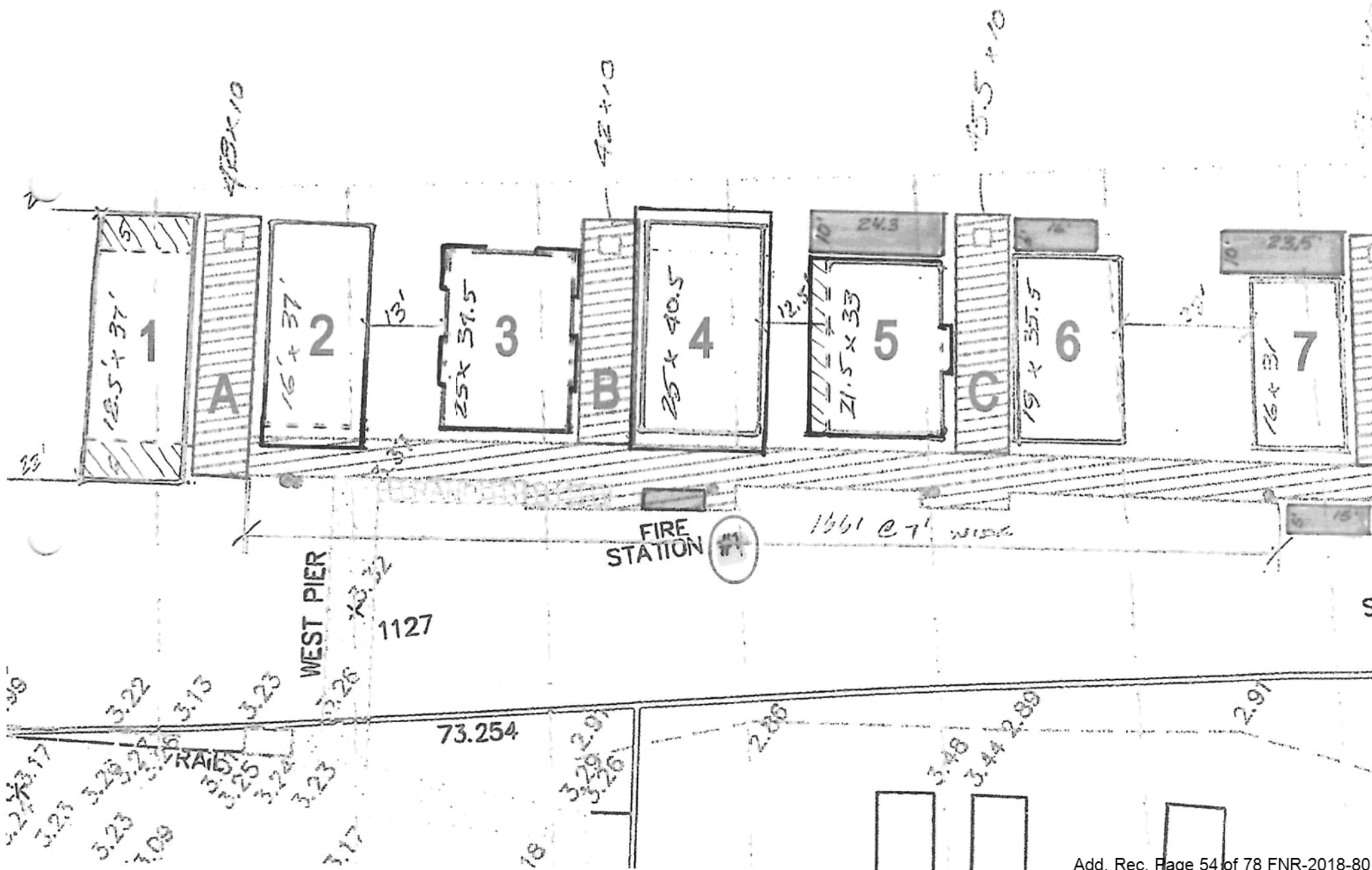
Berth	Barge	Barge S.F.	House	House S.F.	Private Float	Float S.F.	Private Float	Float S.F.
1	36'6" x 19'	694	48' x 21'	1008				
2	32' x 16'	512	43' x 19'	817				
3	34'8" x 25'6"	886	37'8" x 28'6"	1073				
4	40'6" x 24'4"	912	45' x 29'4"	1316				
5	33' x 21'4"	701	33' x 25'10"	850	10' x 24'4"	242		
6	36' x 20'	720	37'6" x 20'	750	6' x 16'	96		
7	31' x 16'4"	504	33' x 16'4"	536	10' x 23'6"	230	5' x 15'	75
8	40'6" x 24'6"	992 *	42'6" x 28'6"	1215	6' x 24'	144		
9	55' x 16'	880	51' x 16'	816				
10	48' x 18'	864	40' x 18'	720				
11	25' x 17'	425	25' x 17'	425				
12	37'6" x 18'6"	699	35'6" x 20'6"	727	30' x 3'6"	108		
13	30' x 15'6"	468	36'8" x 15'6"	569				
14	32' x 16'	512	37' x 16'	519				
15	40'4" x 24'	966	43'6" x 28'	1218				
16	35'6" x 16'	569	28' x 13'	364				
17	34'6" x 24'	830	34'6" x 25'6"	879	43'3" x 3'3"	140	6' x 25'	150
18	32'6" x 20'8"	676	32'6" x 20'8"	676	6' x 20'	120		
19	31' x 24'	744	32' x 24'	768	6' x 25'	150		
20	40' x 24'	960	40' x 24'	960				
21	36' x 24'6"	885	36' x 24'6"	885				
22	37' x 24'6"	906	37'6" x 26'6"	996				
23	37' x 25'	925	40' x 25'	1000				
24	36'8" x 23'	845	37'8" x 23'	868				
25	38'6" x 25'4"	972	32'6" x 24'	780				
26	28' x 21'	588	28' x 22'	616	9' x 24'	216	5' x 31.3'	156
27	32' x 15'6"	496	35' x 20'	700	7' x 25'6"	178.5	5' x 31.3'	156
28	51' x 24'	1224	36'6" x 19'8"	720				

* Calculation rounded

π^2

DENOTES INSPECTION
 DENOTES SQUARE METRES

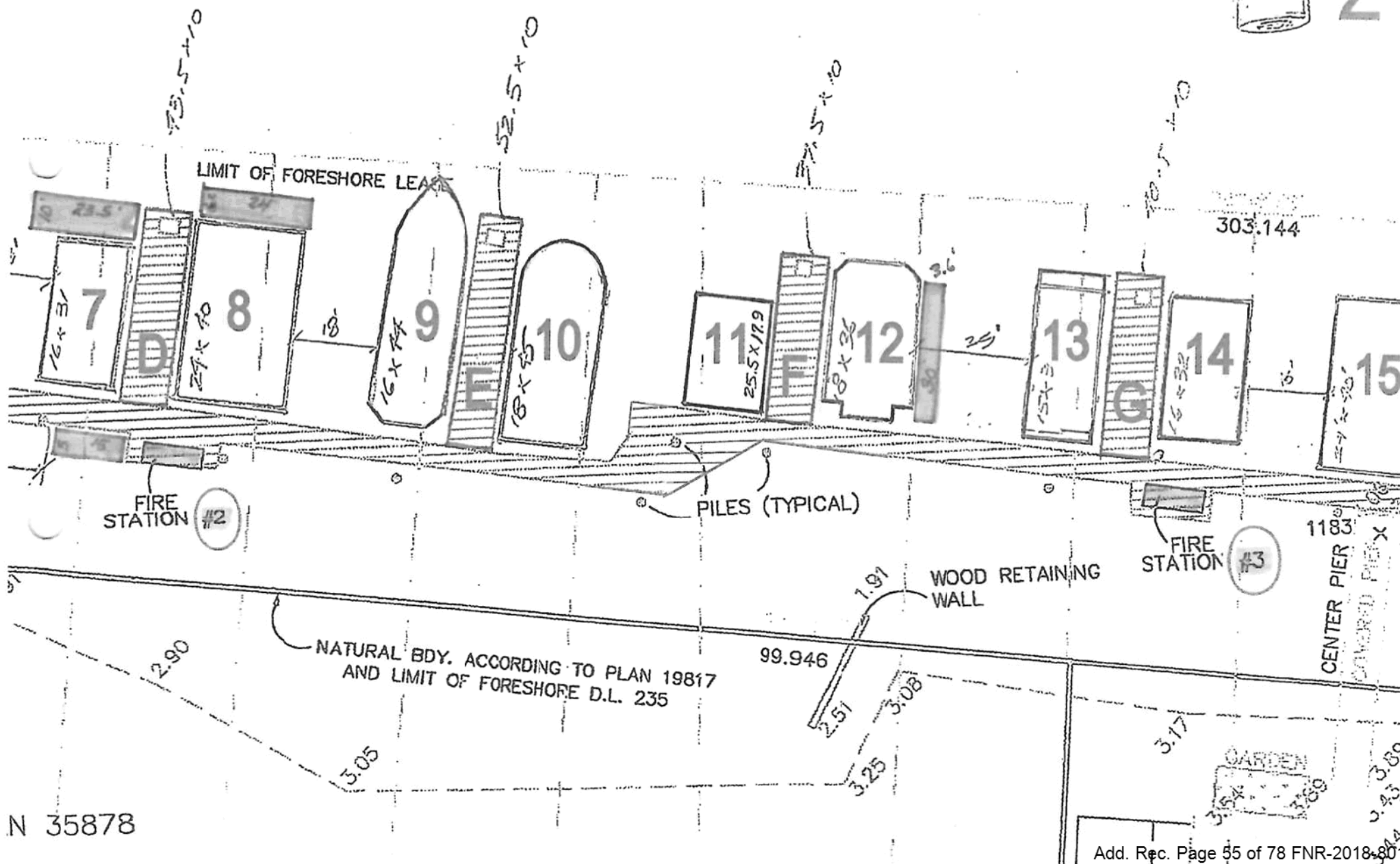
1



WATER
(LADNER)

REA

2

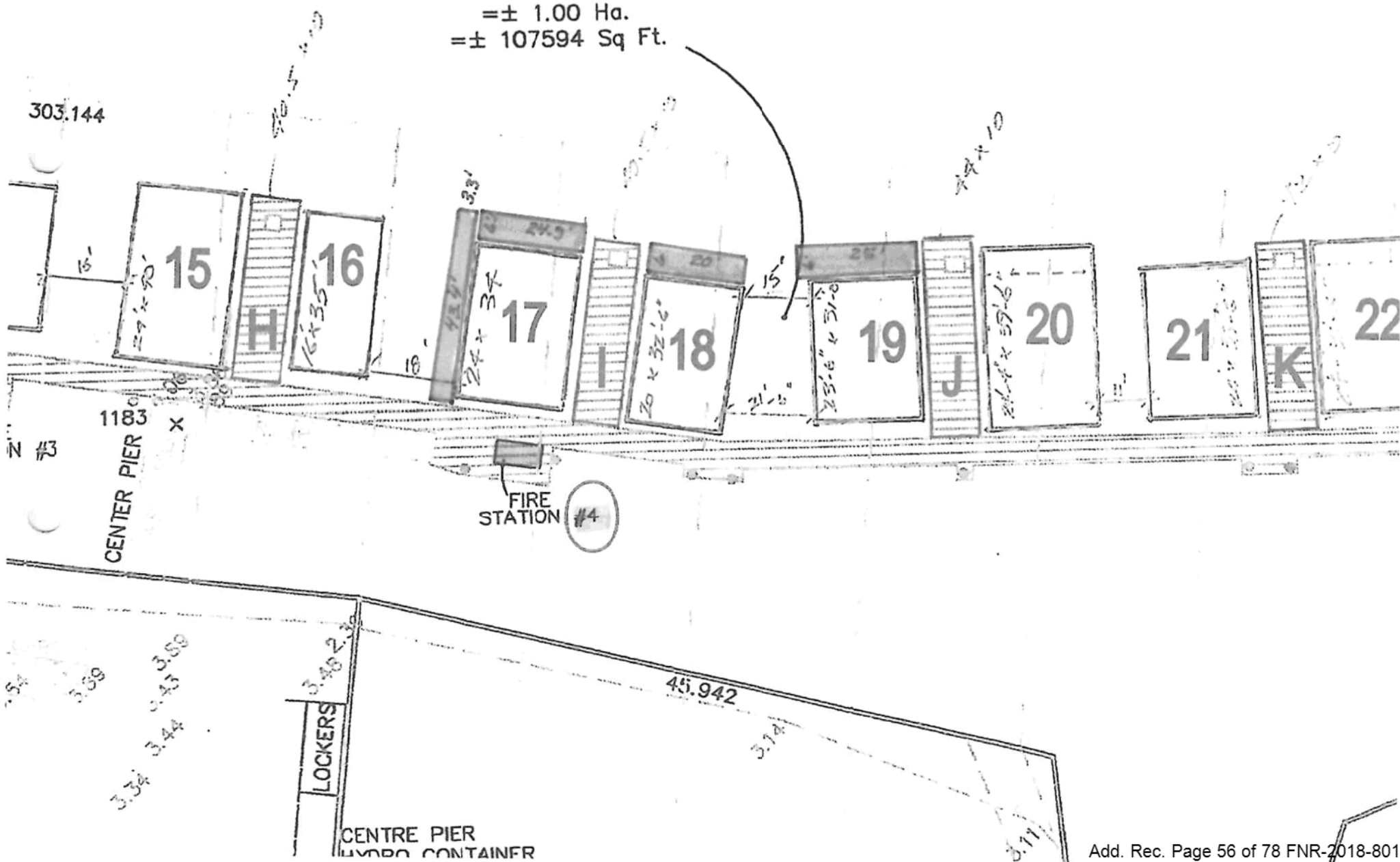


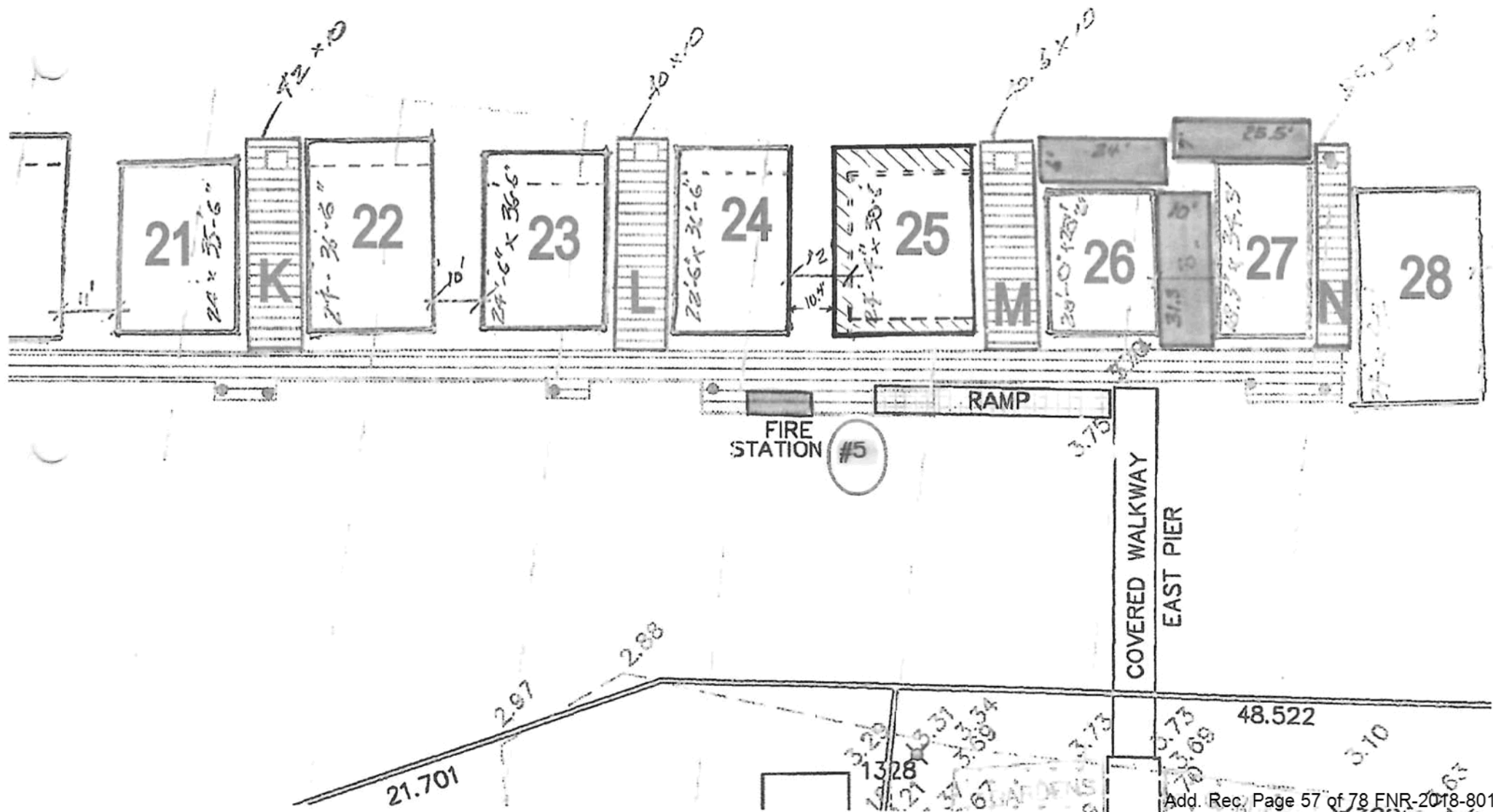
N 35878

D.L. 235 GROUP 2
14 T 1394

AREA \pm 2.47 Acres
= \pm 1.00 Ha.
= \pm 107594 Sq Ft.

3





LADNER REACH PROPERTIES

29 - 3871 RIVER ROAD WEST
DELTA, B.C. V4K 3N2
Tel: (604) 946-9747

s.15


DATE 2016-07-11
Y Y Y Y M M D D

PAY to
the order of

Minister of Finance

\$262.50

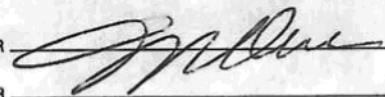
Two hundred sixty-two

50
100 DOLLARS  Security Features included

enVision
FINANCIAL
A DIVISION OF FIRST WEST CREDIT UNION

ENVISION FINANCIAL
PH: (604) 501-4210
5155 LADNER TRUNK ROAD
DELTA, BC V4K 1W4

LADNER REACH PROPERTIES

PER 
PER

RE

File # 2411281

s.15

262.50

h

STATUTORY DECLARATION - CANADA

I/We, MICHAEL OWEN of DELTA in the Province of British Columbia, do solemnly declare that during the period of:

Marina Name	LADNER REACH PROPERTIES LTD		File No.	2416281
Contact Name	MICHAEL OWEN			
Contact Phone Number	(604) 946-9747	Contact Email	mowen@dccnet.com	
Upland Address & PID ¹	2071 RIVER RDW LOT 2 SUB BLOCK 29, PLAN 1917, DISTRICT LOT 24 GROUP 2			
Location	DELTA, B.C.			

1. The number of months per year the marina/yacht club is open for business: 12.
Describe in the Management/Development Plan the level of business operation during any period of marina closure.
If portions of the marina are closed, include in the Management/Development Plan the area, period, and purpose of closure.
2. During the year under review, changes (deletions and/or additions of structures or fill) were made to the marina tenure:
Yes: ☐ No: ☒ If yes, include descriptions and dimensions of all changes on the attached Site Plan and/or Management Plan.
3. Is there moorage that remains to be developed according to the Development Plan? Yes: ☐ No: ☒
If yes, describe in the table below²:

Moorage Type	Lineal feet or Dimensions (ft X ft)	Moorage Type	Lineal feet or Dimensions (ft X ft)
	N/A		

4. Is this a Yacht Club Tenure? Yes: ☐ No: ☒ (If no, proceed to section 5)
The non-discounted moorage charge based on an annual rate (excl. tax) is: N/A \$/ft/month.
The monthly moorage rate of yacht clubs is based on the nearest comparable moorage rate for a commercial marina.
Identify a comparable marina:
Name: _____ Location: _____ Lot #: _____ Lands File #: _____

5. MOORAGE³:

Moorage Type*	No. of Lineal ft	Rate (\$/ft)	Paid Annually	Paid Monthly	Paid Daily	Closed	Applicable Season	Months
FLOATING HOME MARINA				<input checked="" type="checkbox"/>				12
SAILBOAT 32'		0 NC						12

*Specify: Open wharfage (along-side moorage), uncovered berths, covered berths, boathouses.

Note: You **must** account for the total lineal feet of open moorage for all portions of the year. Indicate all periods of closure by marking the 'Closed' column and attach a Site Plan showing the areas of closure.

6. ANCILLARY USES:

Type	Dimensions (ft X ft)	Type	Dimensions (ft X ft)
Gas/Fuel dock	N/A	Boat rental dock	N/A
Marine Way/Boat lift	N/A	Launching ramp	N/A
Sales dock	N/A	Boat charter dock	N/A
Other	N/A	Other	N/A

7. NON-MOORAGE USES on Crown land: e.g. clubhouse, office, repair centre, restaurant, etc.

Type of Use	Aquatic ⁴ or Fill ⁵ ?	If Aquatic: floating or on piles?	Dimensions (ft X ft)	Area (specify units)
VIEWING PLATFORM	AQUATIC	PILES		140 S.F.
STORAGE FOR RV'S	FILL			2045 S.F.

Does the tenure area include fill? Yes: ☒ No: ☐ If yes, what is the total area of fill: 2045 S.F. (specify units).

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

Signature of tenure holder:

Declared before me at the _____ in the Province of British Columbia,
this 21 of JULY, AD 2016

A Commissioner for taking Affidavit for British Columbia, or
A Notary Public in and for the Province of British Columbia.

JOHN EASTWOOD
NOTARY PUBLIC
5058 - 47A Avenue
Delta, BC V4K 1T8
604-946-8010

¹ PID = Parcel Identification Number (can be found on Land Title)

² If more space is required attach an additional page.

³ Aquatic Land = Aquatic Crown land means that land below the visible high water mark of a body of water, extending offshore to the recognized limit of provincial jurisdiction, including the foreshore.

⁴ Fill = Filled Foreshore is material that has been deposited to increase the extent of the upland. Not accumulated through any natural process.

Ladner Reach Marina



Scale: 1:1200 , C.I. = 0.5 m (Geodetic) , 2.0 m = 15 ft (Hydrographic MSL)
100 Feet on Ground = 1 (one) Inch at Map-Scale

PLAN OF TOPOGRAPHY OF LOT 2,
DISTRICT LOT 54, GROUP 2,
NEW WESTMINSTER DISTRICT,
PLAN 19817

B.C.G.S. 92G.016

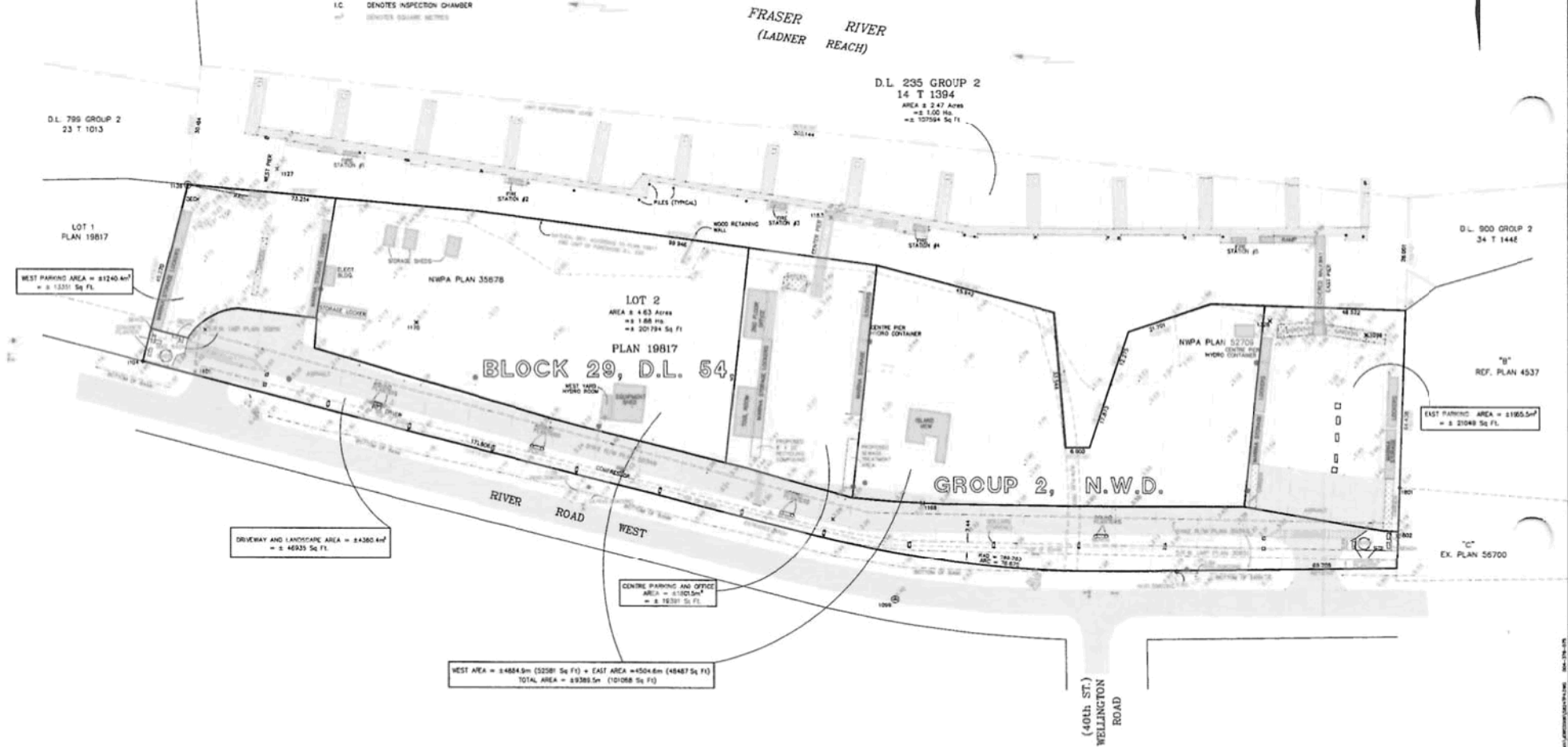
CIVIC: #3871 RIVER ROAD, DELTA, B.C.

SCALE: 1:500

-ALL DIMENSIONS ARE METRIC.
-ELEVATIONS ARE DERIVED FROM CON ADJUSTED AND CON #1020
-ELEVATIONS ARE GEODETIC, SHOWN IN METRES, DERIVED FROM
CON #1019 ELEVATION = 1.380m (DIN 93.01.2005 DATING)
LOT DIMENSIONS ARE SUBJECT TO CHANGE UPON SURVEY OF THE BOUNDARIES

LEGEND

- CON DENOTES CONTROL MONUMENT FOUND
- OP DENOTES IRON BAR POST FOUND
- CO DENOTES CATO-BASIN
- SMH DENOTES SANITARY SEWER MANHOLE
- STMH DENOTES STORM SEWER MANHOLE
- LB DENOTES LAIR BASIN
- PP DENOTES POWERPOLE
- HYD DENOTES HYDRANT
- WV DENOTES WATER VALVE
- GV DENOTES GAS VALVE
- EB DENOTES ELECTRICAL BOX
- LS DENOTES LIGHT STANDARD
- EL DENOTES EXISTING ELEVATION
- PEL DENOTES PROPOSED ELEVATION
- DR DENOTES DIRECTION OF OVERLAND DRAINAGE
- R DENOTES PROPERTY LINE
- IC DENOTES INSPECTION CHAMBER
- SM DENOTES SQUARE METRES



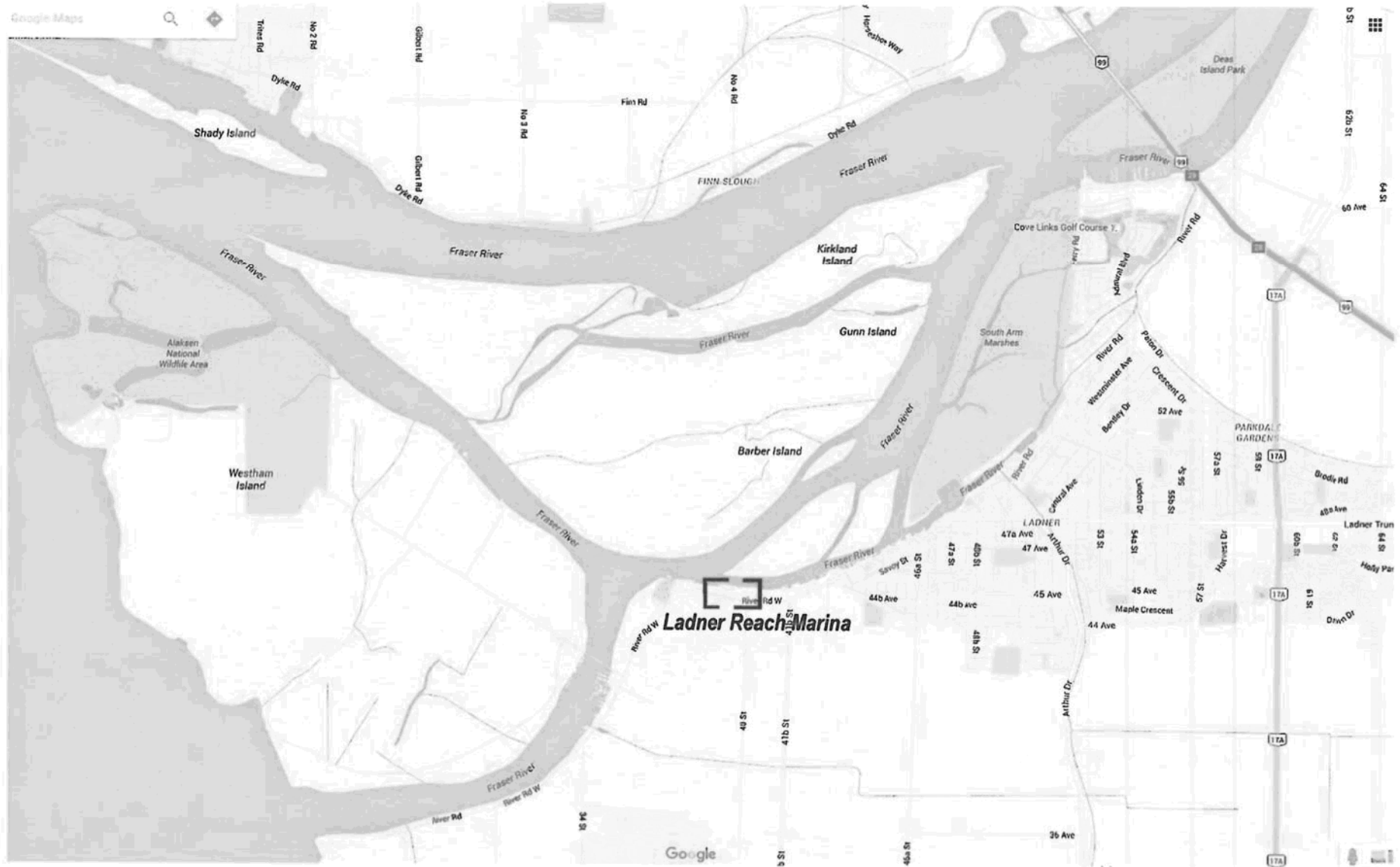
WATSON & BARNARD
B.C. LAND SURVEYORS
1524-56th STREET
DELTA, B.C. V4B 2A8
TEL: 943-9433 FAX 943-0421

ADDITIONAL TOPOGRAPHY TAKEN FEBRUARY 23-24, 2008
THIS DAY OF 2008.

WATSON & BARNARD (495) B.C.L.S.

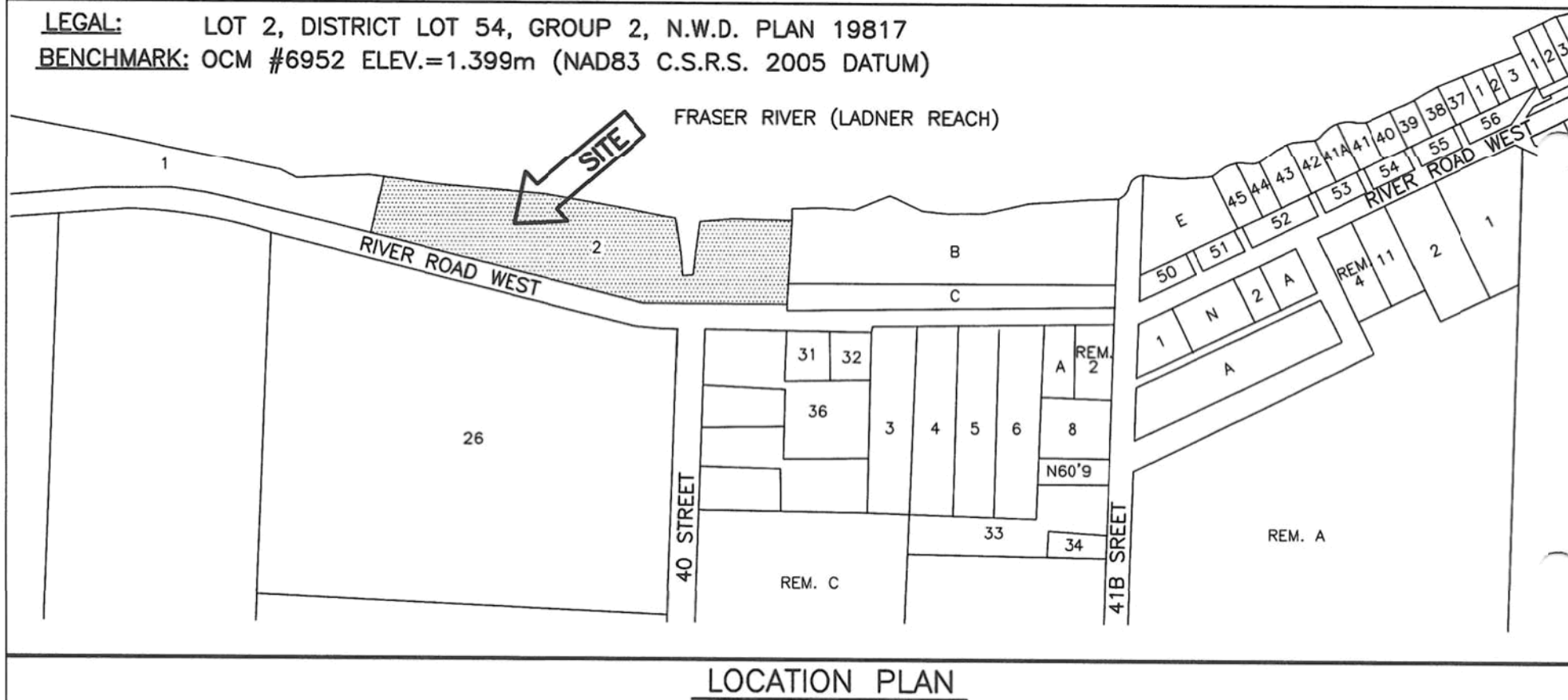
FILE: 5824TP5_AREAS
PLOT: 09/06/16
MAP: M-1(N)

SEE FILE: 5824TP5_MIKE OWEN - JUNE 2009. PDF/DWG



LRM location map

LEGAL: LOT 2, DISTRICT LOT 54, GROUP 2, N.W.D. PLAN 19817
BENCHMARK: OCM #6952 ELEV.=1.399m (NAD83 C.S.R.S. 2005 DATUM)





Ladner Reach Marina

Photo Date:
04-04-2016

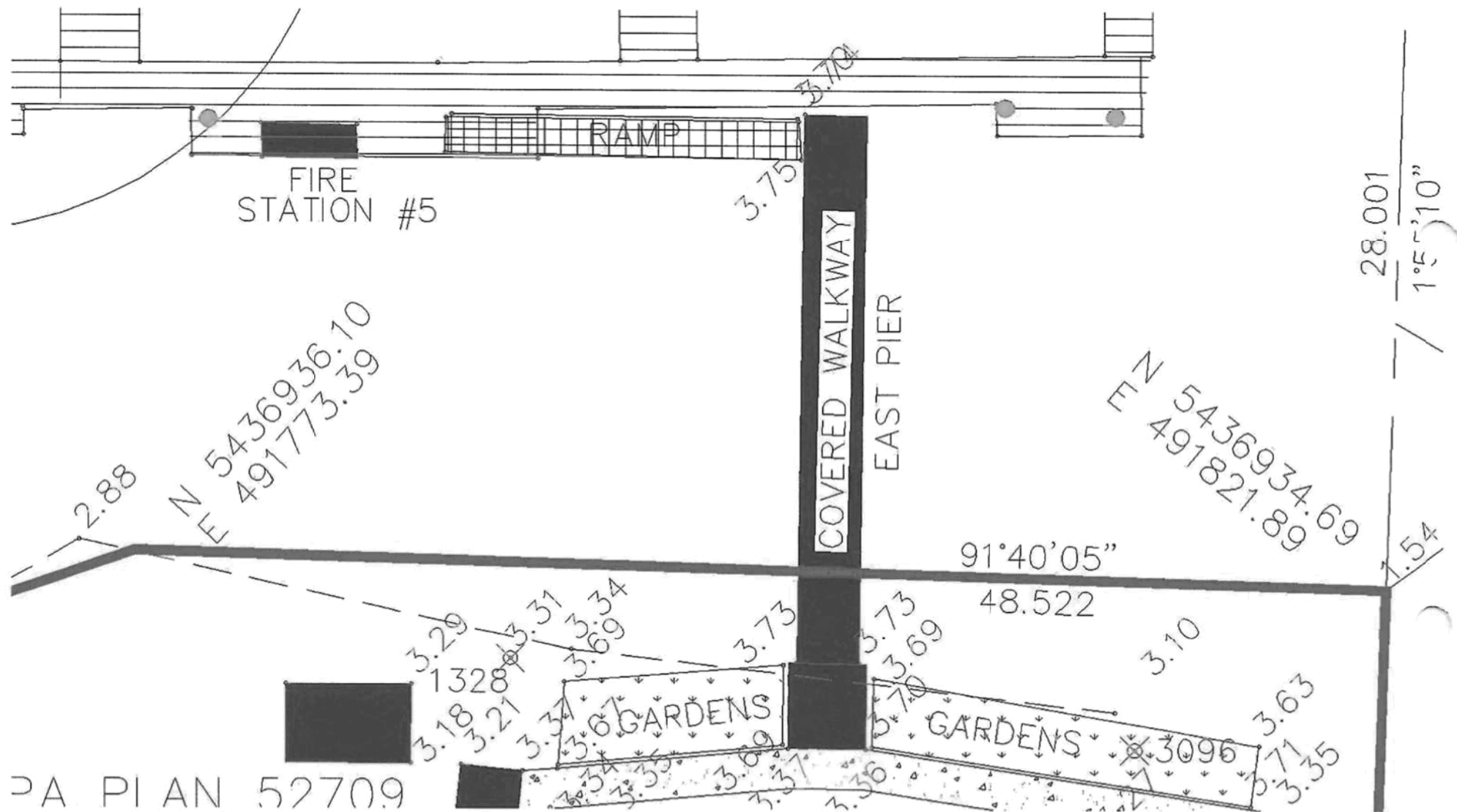


Reach Marina

Blue no's are Soundings Survey
of Nov 23, 2015
values are Geodetic Datum (MeanWater at 0.0m)

East Pier/Ramp

Date of Photo
April 2016

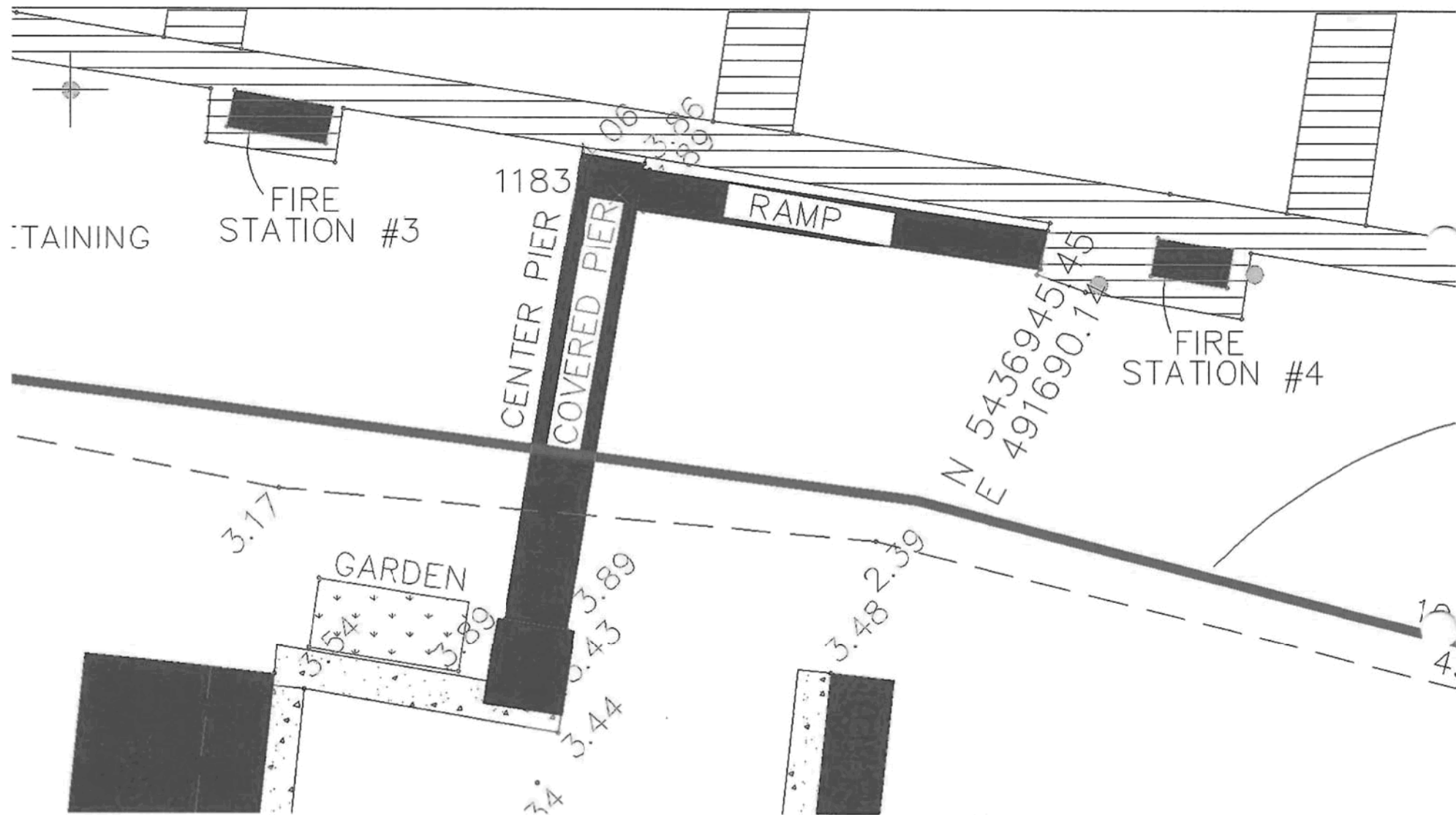


PA PLAN 52709

LRM

East Pier/Ramp

part of file: 5824TP5.....pdf/dwg



LRM

Center Pier/Ramp

part of file: 5834TP5.....pdf/dwg



WaterLevel
at Time of Photo
minus(-)1.1m (geodetic)
or a 5 ft. TideLevel (hydrographic)

3.30
Pier
Deck
Elw:
3.31

LEGAL LOT BODY

HighWaterMark (15 ft)

minus(-)1.0m
0.0m or Mean WaterLevel (8.44 ft)

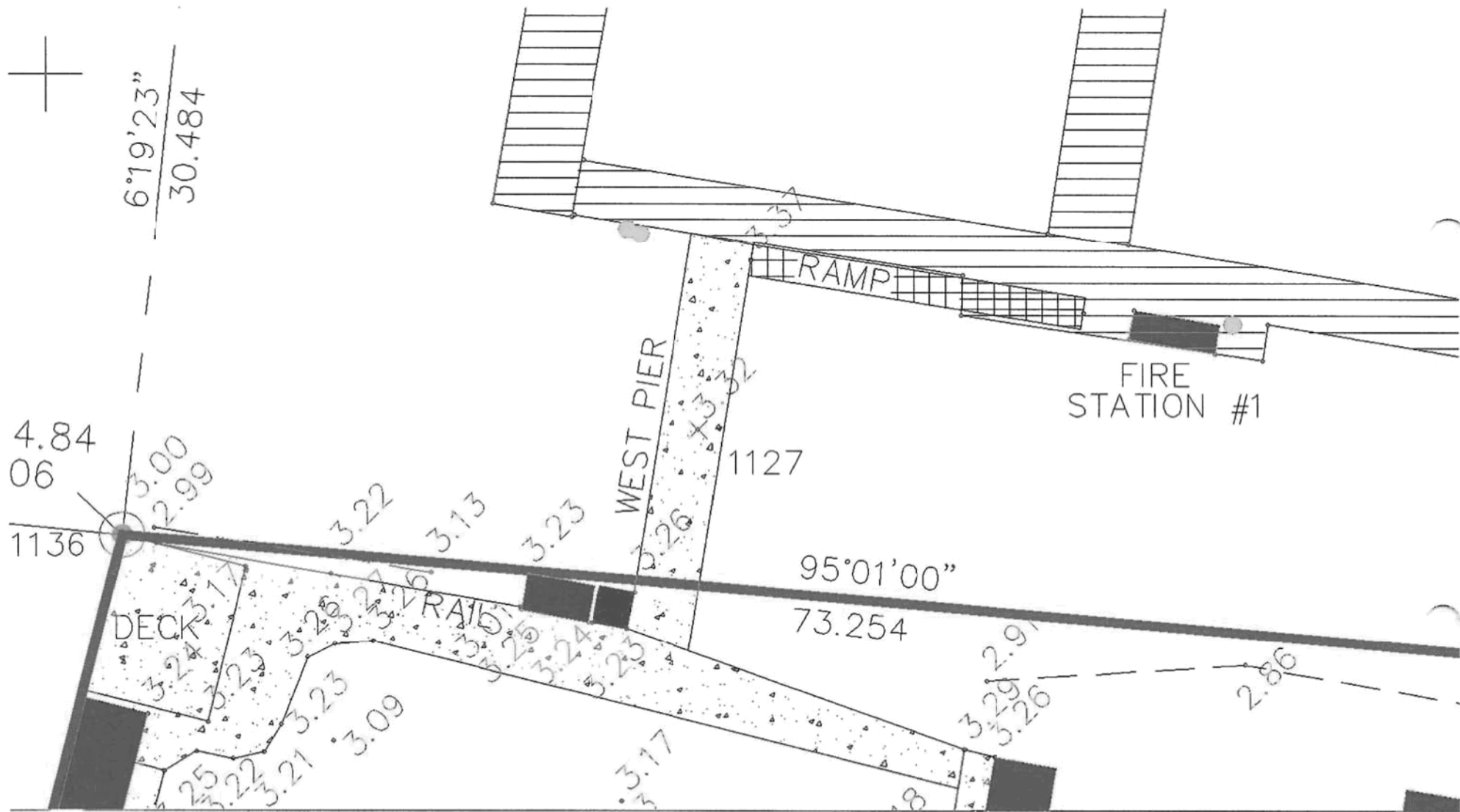
1 m
1.0 m
2.0 m (15 ft)

Reach Marina

West Pier/Ramp

Blue no's are Soundings Survey
of Nov.23, 2015,
values are Geodetic Datum (MeanWater at 0.0m)

Date of Photo
April 2016



LRM

West Pier/Ramp

part of file: 5824TP5.....pdf/dwg

Note from: Joe Tide Scale re. Hydrographic versus Geographic Datum

for lower Fraser River, Ladner Reach to New Westminster

JOEL KOFERD (OWNER)

HYDROGRAPHIC

FEET

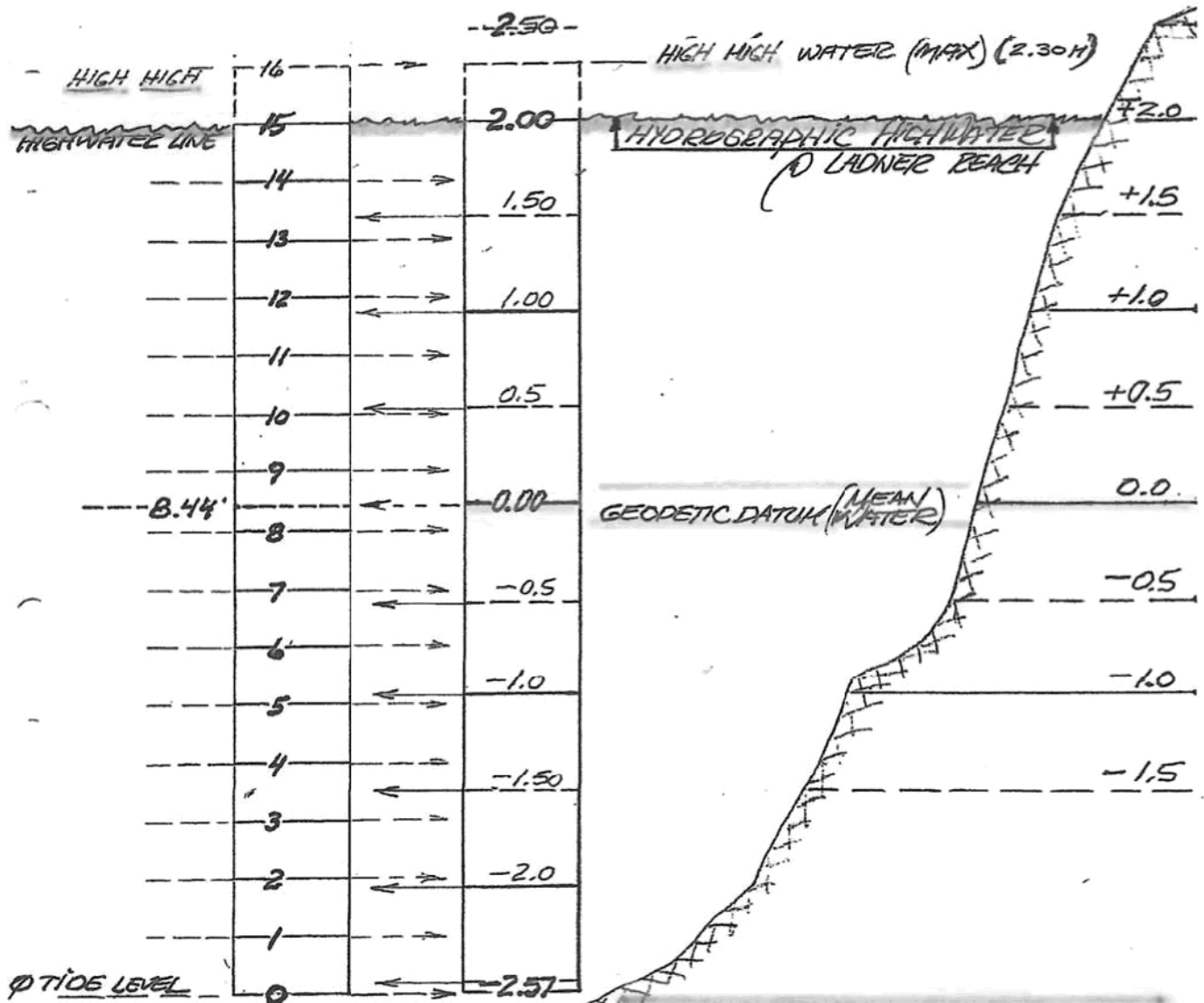
GEODETTIC
METRIC

TIDE TABLE SCALE

FOR

FRASER RIVER SOUTH

LADNER REACH TO N.WESTM.



NOTE: **H.W.L.** IS REACHED ONCE
APX. 32-36 DAYS PER YEAR

H.H.W.L. IS REACHED ONCE
APX. 2-3 DAYS PER YEAR

Evans, Andrea FLNR:EX

From: M. Owen <mowen@dccnet.com>
Sent: Wednesday, February 15, 2017 8:20 AM
To: Evans, Andrea FLNR:EX
Subject: Re: insurance levels for our water lot lease

Thank you for this . I am speaking to our insurers. Do you have any sense when Ladner Reach may see a water lot lease? Ladner Reach has not received an invoice for this year or even a partial bill for the month to month payment of interim use of water lot. Do you know when we may receive this invoice?

When we had conversations with Alex Drysdale, at the beginning of the FLNRO takeover, he indicated we would see some draft terms and conditions to make sure issues like the insurance were no surprises, like Port Metro did. ie., raising our insurance liability limits to 10 million overnight with no discussion.

Regards Michael Owen

From: Evans, Andrea FLNR:EX
Sent: Tuesday, February 14, 2017 11:59 AM
To: 'mowen@dccnet.com'
Subject: RE: insurance levels for our water lot lease

Hi Mike,

Your previous agreement asked for \$2,000,000 liability insurance. For your upcoming replacement, I will likely be recommending the same amount.

Let me know if you have any more questions.

Thanks,
Andrea



Andrea Evans
Authorizations Specialist – Lands
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
Ph: 604.586.5410

From: Nugent, Thayer FLNR:EX
Sent: Monday, February 6, 2017 9:12 AM
To: Evans, Andrea FLNR:EX
Subject: FW: insurance levels for our water lot lease

Hi Andrea,

Could you respond to Mike? The file number is 2411281.

Thank you,

Thayer Nugent, MCIP RPP, A.Ag.
Senior Authorizations Officer - Lands
South Coast Regional Office
Ministry of Forests, Lands & Natural Resource Operations
200 - 10428 153 Street, Surrey, BC V3R 1E1
Ph: 604.586.4429 E-mail: Thayer.Nugent@gov.bc.ca

From: M. Owen [<mailto:mowen@dccnet.com>]
Sent: Friday, February 3, 2017 2:07 PM
To: Nugent, Thayer FLNR:EX
Subject: insurance levels for our water lot lease

To what level of liability insurance does FLNRO demand as part of our water lot lease. 2 million, 5 million,
Mike Owen, Managing Director, Ladner Reach Properties Ltd. 604 946 9747

From: M. Owen
To: [Mahon, Claudia FLNR:EX](#)
Subject: Re: File No. 2411281 - Documents for Signature ladner reach properties ltd
Date: Friday, January 19, 2018 2:16:35 PM
Attachments: [image001.jpg](#)

me too your not alone. hope all is well with you mike

From: Mahon, Claudia FLNR:EX
Sent: Friday, January 19, 2018 1:35 PM
To: 'M. Owen'
Subject: RE: File No. 2411281 - Documents for Signature ladner reach properties ltd
Hi Mike,

My apologies for my delayed reply, sometimes the days just get away from me.
My responses in red below:

Claudia Mahon

Portfolio Administrator

**Ministry of Forests, Lands, Natural Resource Operations and Rural Development South
Coast Natural Resource Region**

Tel: 604.586.5640 Fax: 604.586.4444

From: M. Owen [<mailto:mowen@dccnet.com>]
Sent: Wednesday, January 10, 2018 4:37 PM
To: Mahon, Claudia FLNR:EX
Subject: Re: File No. 2411281 - Documents for Signature ladner reach properties ltd

Thank you for this document Claudio. It is much and greatly appreciated.

There is a Notice of Final review document attached and it indicates a license fee of \$17,458.63. Is this license fee for 2017? Or is it an annual fee not described in the lease? Yes, this counts as the 2017 rental fee.

The lease document page 4 of 19, Clause 3.1 states the rent is \$17, 458.63. Is this correct?
Yes

Clause 3.2 is pretty open ended. The Province is reserving the rights to raise rents at any given time. Our former port lease stated a rent review every five years. Are we to understand that rents will just increase at any time, ie could be in three months? This is hard to fathom or plan for budgets etc. I've attached a document explaining the policy around rents. If you require more information, I invite you to contact Bryanna Thiel at Bryanna.thiel@gov.bc.ca who may be able to provide more information.

Security Deposit is required in the amount of \$10,000. We sent in a security deposit of \$5000 as required within the last two years. Do we then only pay \$5,000 now. Why is the \$5,000 payment not recognized? I'm sorry, that was an oversight on our part. You need only submit an additional \$5,000.00.

Yours truly Michael Owen

From: Mahon, Claudia FLNR:EX
Sent: Tuesday, January 09, 2018 1:31 PM
To: 'mowen@dccnet.com'
Subject: File No. 2411281 - Documents for Signature

Hi Mike,

Attached please find documents for review and signature.

Please do not hesitate to contact me if you require more information.

Claudia Mahon

Portfolio Administrator

Ministry of Forests, Lands, Natural Resource Operations and Rural Development

South Coast Natural Resource Region

Tel: 604.586.5640 Fax: 604.586.4444



From: [Mahon, Claudia FLNR:EX](#)
To: "M. Owen"
Subject: RE: File No. 2411281 - Documents for Signature ladner reach properties ltd
Date: Friday, January 19, 2018 1:35:19 PM
Attachments: [image001.jpg](#)
[Land Pricing.pdf](#)

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Portfolio Administrator

**Ministry of Forests, Lands, Natural Resource Operations and Rural Development South
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