Engemoen, Susan ILMB:EX

From:

Engemoen, Susan ILMB:EX

Sent:

Wednesday, November 21, 2007 1:47 PM

To:

'Dr.L.A. MacAulay'

Subject: Vernon Yacht Club File 3404262

Hi Lawrence, thank you for the fees, signed documents, insurance, acceptance page and signed development plans. The development plan must also be accompanied with photographs of the dock structure taken from both corners of the upland parcel, where the Lot boundaries meet the Natural Boundary of the water body.

Once I receive these pictures, I will be able to finalize the tenure.

Should you require further information, please contact me.

Thanks

Sue

Iusan Engemoen

Susan Engemoen
Portfolio Administrator
Integrated Land Management Bureau
3rd Floor, 145 3rd Ave
Kamloops, BC V2C 3M1

e-mail: susan.engemoen@gov.bc.ca

Phone: (250) 377-7019 Fax: (250) 377-7036 From:

Engemoen, Susan ILMB:EX

Sent:

Tuesday, November 20, 2007 2:06 PM

To:

Giddens, Michele M CSD:EX

Subject

RE: FILE 3404262

Hi Michele, in answer to your question it is a licence refund that has been prorated. The client originally had a licence for 2 months and then we offered them a lease once the property was surveyed.

Thanks....I answered your question as I had originally worked on the file.

Thanks

Sue

Susan Engemoen

Susan Engemoen Portfolio Administrator Integrated Land Management Bureau 3rd Floor, 145 3rd Ave Kamloops, BC V2C 3M1

e-mail: susan.engemoen@gov.bc.ca

Phone: (250) 377-7019 Fax: (250) 377-7036

----Original Message-----

From:

Ziegelmann, Baljit ILMB:EX

Sent:

Tuesday, November 20, 2007 2:03 PM

To:

Engemoen, Susan ILMB:EX

Subject:

FW: FILE 3404262

Bal

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

From:

Giddens, Michele M CSD:EX

Sent:

November 20, 2007 1:57 PM Ziegelmann, Baljit ILMB:EX

To: Cc:

Wilson, Jeanne A CSD:EX

Subject:

FILE 3404262

Bal,

The credit for "Licence Fee" totaling \$10,908.04, is it for Lease refund?

Michele M. Giddens << File: 2007_11_20_13_53_43.pdf>>>

Corporate Services Analyst Corporate Services Division Southern Interior Region Phone: (250) 377-2394

Fax: (250) 377-7036

1		
Engemoen,	Susan	ILMB:EX

From:

Dr.L.A. MacAulay |s.22

Sent:

Thursday, October 18, 2007 11:00 AM

To:

Engemoen, Susan ILMB:EX

Cc:

Subject: FW: Vernon Yacht Club Tenure Offer

1/01. 14/07 ke with Lawrence - advised

area is larger than that is why lease is more "

Hello Susan.

Thank you for offering to clarify the Tenure Offer and the Lease for the Vernon Yacht Club, as we discussed in our telephone call on Monday.

Our questions are:

A. Tenure Offer

 Under "Monies Payable", we had understood (from Greg) that the annual cost of the Lease would be the same as a Licence. Is the lease cost shown (\$24,865.00) more than the licence cost because it includes the initial application costs or has it perhaps because it has not been calculated correctly? We think in paragraph 3.2 the rent payable by this equation is about \$6,240.00 (our current moorage rate is \$2.25 per foot per month). In paragraph 3.3 we are unsure of how this is calculated, since the "land" is all under water and we believe owned by the crown. We're not sure of the value of it, and therefore we're unable to calculate the amount? Does it have a specific value if it could never be sold? At any rate, we thought the annual lease cost was going to be approximately the same as the licence, so the \$24,865.00 was a bit of a surprise.

already have me-

The lease states that we need to send a \$2,500.00 security deposit and the tenure doesn't mention this. You may already have a deposit from us from previous licences?

Additional requirements: As you and I discussed, we are having the site plan modified slightly to reflect the actual breakwater and dock appearance. These are small differences compared to the original licence agreement, but we wish to make it as correct —) as possible for future reference by you or us.

B. Lease

- 2.1 We're not sure if it matters or not, but the moorage area of the Yacht Club is not actually a commercial marina – it is only used for moorage of club members boats – we do not provide "commercial" moorage for the public unless they are members of the club.
- 2. 4.1 (a) Will there be realty taxes on the water lease? (We realize there are taxes on the land that we own)
- 4.1 (p) We are only part way through our moorage expansion/improvements. We expect to complete them in about 4-5 years. Do we need to update your office on the stages of progress that we are at, or are we approved up to the stage that we applied for initially?

Thanks for helping us with this Susan. fill rental non mooveye - connercial = 50% of 442/m2 x 681.7 m2 = 15,065,57/40. Lawrence MacAulay, Past Commodore, Vernon Yacht Club

FILL HAS INCREASED

MONGLE PENTAL = 490 06/6125ft + 5/ft month 18 months)

= 9900.00

P total linear Footage based on 245 feeths @ 25 ft = 6/25,000 2007-11-09



Ministry of Agriculture and Lands 3rd Floor, 145-3rd Ave. Kamloops, BC V2C 3M1

Telephone No: 250-377-7019 Facsimile No: 250-377-7036

GST Registration No: R107864738

Your contact is: Susan Engemoen

Our file: 3404262

TENURE OFFER

September 18, 2007

VERNON YACHT CLUB 7919 Okanagan Landing Rd Vernon, BC V1H 1H1

Dear Sir/Madam:

Re: Your Application for a Tenure over Crown Land

Your application for a lease for commercial marina and yacht club purposes over:

District Lot 5343 and 5344, Osoyoos Division Yale District containing 3.768 hectares.

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

This is to replace Licence No. 343004.

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

Deadline for Your Acceptance of this Offer

This offer may be accepted by you on or before November 19, 2007 (unless this deadline is extended in writing by us). To accept this offer, you must complete and return to us the enclosed acceptance page by that time. If you do not wish to accept

this offer, please check the applicable box o return the page to us so that we may record

1. Conditions of Offer

Enclosed are two copies of your least acceptance page to us within the time and return these documents to us on with all of the following:

Monies Payable

You must deliver to us the following a

PAYABLE

- *Lease Fee
- *Application Fee
- *Licence Fee (includes gst)

GST

Total Payable

CREDITS

*Licence Fee

*Licence Fee Refunded (gst included)
Total Credits

13,360.24 10,908.04

(24,268.28)

Total Fees to be Paid

\$ <u>15.660.86</u>

* denotes GST payable

July 12/07

Your cheque or money order must be payable to "delivered to 3rd Floor, 145-3rd Av€ our file number when sending us y

Insurance

You must deliver to us a Province of for the insurance required to be main certificate is enclosed. The Certificate

- (i) You have obtained, as require comprehensive/commercial goof \$2,000,000.00 per occurrer
- (ii) Her Majesty the Queen in Rigladditional insured under the po
- (iii) The policy includes cross-liabil

Commercement date of lease is Sept. 18/07

Sufy 12 7 Sept. 17 = 67 days.

Suly=19 \

Gy.-31 \

Supt. 17 \

-182,452.20

\$13,360.24-32,452.20=10,90804

12,604.00+879.24=13,360.24 13,360.24=\$36.60ldg

Con menconent dale of licence

Jept. 18/07 12,604.0046%=756.24(gst

or endorsements.

Additional Requirements

Please provide us with a Development Plan of the Vernon Yacht Club facility. This is to confirm the location of the existing dock, boat slips and/or other facilities on the Land. Any existing or proposed changes should be clearly identified on the Development Plan. The Plan must be signed, dated and returned to us on or before November 19, 2007. The Development Plan must also be accompanied with photographs of the dock structure taken from both corners of the upland parcel, where the Lot boundaries meet the Natural Boundary of the water body.

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

If you sign the lease documents and return them to us on or before November 19, 2007 (unless this deadline is extended in writing by us), together with each of the items listed in this section, the lease documents will be signed on behalf of the Province. We will then return an executed copy of the lease to you. If the lease documents and each of the items listed in this section are not returned to us on or before November 19, 2007, we will be under no further obligation to issue the lease to you and this offer will terminate.

2. Acknowledgments of the Applicant

By accepting this offer, you agree that:

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

(f) Time is of the essence in this offer.

3. Your Representations

By accepting this offer, you confirm that:

(a) You (or your authorized representative) have inspected the Land and are fully aware of its condition.

- 4 -

- (b) You have knowledge of all municipal and regional bylaws regulating the use and development of the Land.
- (c) You acknowledge that you have no right to use or occupy the Land unless and until the lease is issued to you under this offer.
- (d) Your society is incorporated or registered under the Society Act under 16909 and has the legal capacity to acquire land.

Freedom of Information

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

Yours truly,

Authorized representative

- 5 -Acceptance of Offer of lease

File No. 3404262

Ministry of Agriculture and Lands 3rd Floor, 145-3rd Ave. Kamloops, BC V2C 3M1

town as bare a ves our				
Dear Susan Engemoen:				
Re: Application for lease				
dated September 1 Lands and I/we ag	I/We accept the offer of lease made to me/us by way of a letter dated September 18, 2007 from the Ministry of Agriculture and Lands and I/we agree to perform and abide by my/our covenants acknowledgements and representations set out in that offer.			
I/We do not accept letter dated Septen and Lands.	t the offer of lease made to me/us by way of a onber 18, 2007 from the Ministry of Agriculture			
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



Lease No .:

File No.: 3404262

Disposition No.: 865993

THIS AGREEMENT is dated for reference September 18, 2007 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:

VERNON YACHT CLUB Society No. 16909 7919 Okanagan Landing Rd Vernon, BC V1H 1H1

(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

- 1.1 In this Agreement,
 - "Agreement" means this lease;
 - "Commencement Date" means September 18, 2007;
 - "disposition" has the meaning given to it in the Land Act and includes a licence of occupation;
 - "Improvements" means all buildings, structures, equipment, improvements and marine docking, moorage, storage and launching facilities for the accommodation, moorage, storage, launching, maintenance and minor repair of marine vessels (including bulkheads, groins, breakwaters and floating booms) that are made, constructed, erected,

Disposition No.: 865993

placed or installed on the Land at any time during the term of this Agreement, together with all replacements, alterations, additions, changes, substitutions, improvements or repairs to any of them;

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

District Lot 5343 and 5344, Osoyoos Division Yale District containing 3.768 hectares.,

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

"Land Value" means for the first five years of the Term the value for the Land established by us prior to the Commencement Date which value shall thereafter be subject to review by us prior to the sixth anniversary of the Commencement Date and thereafter at five year intervals during the remainder of the Term;

"Moorage Rent Discount" means the following:

"Non-Moorage Rent Discount" means the following:

"Potential Gross Income From Moorage" means (amount of lineal footage of moorage space on the Land) x (monthly moorage charge per lineal foot for open moorage space) x (number of months, or portion thereof, operation is open for business);

"Rate"

- (a) during the first 15 year period of the Term means 4%; and
- (b) during the second 15 year period of the Term means 4%.

"Ratio" during each year of the Term means the percentage fixed by us in our sole discretion.

"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;

Page 2 of_ [9

Disposition No.: 865993

"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, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.

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Disposition No.: 865993

- 1.11 Time is of the essence of this Agreement.
- 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 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.

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 commercial marina and yacht club purposes.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - RENT

- 3.1 You will pay to us:
 - for the first year of the Term Rent of \$24,865.00 payable in advance, on the Commencement Date; and
 - (b) during the balance of the Term the sum of each of the annual Rents determined under sections 3.2 and 3.3 of this Article or \$500, whichever is the greater, payable in advance beginning on the first anniversary of the Commencement Date and thereafter on each anniversary of that date.
- 3.2 The annual Rent payable for moorage and ancillary use shall be an amount equivalent to the product of the Potential Gross Income From Moorage multiplied by the Rate, less the Moorage Rent Discount, if any.

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Disposition No.: 865993

3.3 The annual Rent payable for non-moorage uses shall be an amount equivalent to the product of the Land Value multiplied by the Ratio, less the Non-Moorage Rent Discount, if any.

- 3.4 You will, in each and every year during the Term within 30 days of an anniversary of the Commencement Date deliver to us a Statutory Declaration containing:
 - (a) the amount of lineal footage of moorage space developed on the Land;
 - (b) the monthly moorage charge per lineal foot for open moorage space;
 - (c) the number of months, or portion thereof, the operation is open for business;
 - (d) the ancillary uses in the operation; and
 - (e) the amount of business generated during the months of closure.
- 3.5 In the event you deliver the Statutory Declaration referred to in section 3.4 of this Article to us before the deadline referred to in section 3.4, we will, not later than 15 days before the anniversary of the Commencement Date during each year of the Term, give written notice to you specifying the annual Rent payable under section 3.4 for the immediately succeeding year of the Term.
- 3.6 If we do not give you notice under section 3.5 of this Article, the annual Rent shall be equal to the annual Rent calculated or in force during the immediately preceding year of the term.
- 3.7 If you fail to deliver the Statutory Declaration referred in section 3.4 of this Article to us before the deadline referred to in section 3.4 we may:
 - (a) enter upon the Land and do such things as are necessary to determine the information required in section 3.4 of this Article; and
 - (b) based on the information determined under subsection (a) above, set the annual Rent, retroactive to the last anniversary date of the Commencement Date.
- 3.8 The annual Rent specified in a notice given under section 3.5 shall constitute conclusive evidence of the annual Rent payable for the year of the Term specified in the notice.

ARTICLE 4 - COVENANTS

4.1 You must

Disposition No.: 865993

(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
 - 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 Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do
 anything on the Land that may be or become a nuisance or annoyance to an owner or
 occupier of land in the vicinity of the Land;
- (f) not construct, place, anchor, secure or affix any Improvement in, on, to or into the Land except as necessary for the purposes set out in section 2.1 and, despite those purposes, you will not construct, place, anchor, secure or affix anything on or to the Land that may interfere with the riparian right of access of any person over the Land without first obtaining from that person a statutory right of way, in registrable form and in our favour, by which that person allows us to curtail his or her riparian right of access over the Land;
- (g) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (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;

Disposition No.: 865993

(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 cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (l) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
- (m) not use construction materials containing toxic substances;
- (n) not without prior written consent from us
 - (i) deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land;
- (o) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the Heritage Conservation Act;
- (p) not alter, repair or add to any Improvement without our prior written consent;
- (q) operate a sanitary pump out facility on the site that is available to club members and the public;
- take reasonable steps to prevent the undue accumulations of floating debris west of the breakwater;
- (s) not impede access to the adjacent private Lots 11 and 12, District Lot 6 and 4 and 4709,
 Osoyoos Division Yale District, Plan 3932;

Disposition No.: 865993

(t) not construct a fence, bulkhead, groin, breakwater, floating boom or any structure by another name which acts in a like manner, on the Land, without the prior written consent of the Owner;

- maintain and operate on the Land equipment and facilities necessary to prevent the discharge of petrochemicals by any person on the Land into body of water, and take all steps required to prevent such discharge;
- store and maintain on the Land sufficient absorptive materials to completely clean up all petrochemical spills, and take such steps as are necessary to clean up all petrochemical spills;
- (w) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations;
- (x) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

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

- (y) 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 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
 - (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

Disposition No.: 865993

restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (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 to do anything you are restricted from doing under this Article.
- 4.3 We will provide you with quiet enjoyment of the Land.

ARTICLE 5 - LIMITATIONS

- 5.1 You agree with us that
 - (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
 - (b) this Agreement is subject to
 - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
 - (c) without limiting subsection 4.1(x), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act (or any prior or subsequent

MARINA & YC LEASE-U

File No.: 3404262

Disposition No.: 865993

enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;

- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) 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, to a person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us in the case of a disposition by way of easement, right of way or statutory right of way, immediately 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;
- (f) for the purpose of subsection (e), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would materially affect the exercise of your rights under this Agreement;
- (g) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (h) subject to subsection (g), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (i) you will not commence or maintain proceedings under section 65 of the Land Act in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (j) any interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and
 (e) will not constitute a breach of our covenant of quiet enjoyment and you release and

Page 10 of 19

Disposition No.: 865993

discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;

- (k) you will not dredge or displace beach materials on the Land without our prior written consent;
- (l) you will not moor or secure any boat or structure to the Improvements or on any part of the Land for use as a live-aboard facility, whether permanent or temporary;
- (m) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline without our prior written consent;
- (n) you will not use mechanized equipment other than a pile-driver during the construction, operation or maintenance of Improvements on the Land;
- you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (p) 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(y)(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(y)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(y)(iii); and
- (q) 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 \$2,500.00 which will
 - (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your

Disposition No.: 865993

obligations under this Agreement.

- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you 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.
- After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
 - (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

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

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the Improvements;
- (b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is

MARINA & YC LEASE-U Page 12 of [9]

Disposition No.: 865993

File No.: 3404262

(i) placed with insurers licensed in British Columbia,

- (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
- (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.
- 6.7 You acknowledge that we may, from time to time, notify you to
 - (a) change the amount of insurance set out in subsection 6.6(a); and
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

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

ARTICLE 7 - ASSIGNMENT

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

Disposition No.: 865993

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
 - 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

Disposition No.: 865993

(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 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 Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, 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.

Disposition No.: 865993

ARTICLE 10 - NOTICE

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

to us

MINISTRY OF AGRICULTURE AND LANDS 3rd Floor, 145-3rd Ave. Kamloops, BC V2C 3M1;

to you

VERNON YACHT CLUB 7919 Okanagan Landing Rd Vernon, BC V1H 1H1;

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.

- 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.

Page 16 of [6

Disposition No.: 865993

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 agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

Disposition No.: 865993

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

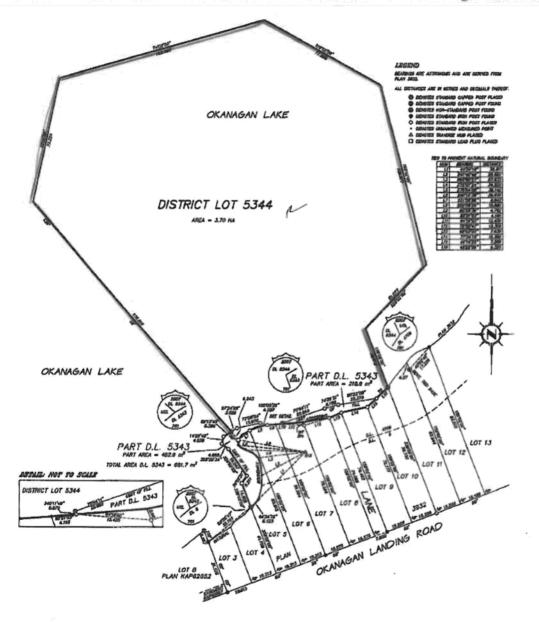
SIGNED on behalf of VERNON YACHT CLUB by a duly authorized signatory

Authorized Signatory

Disposition No.: 865993

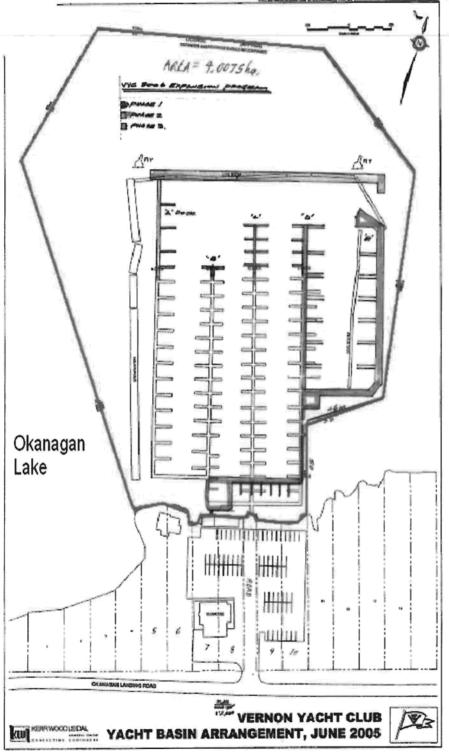
LEGAL DESCRIPTION SCHEDULE

District Lot 5343 and 5344, Osoyoos Division Yale District containing 3.768 hectares



Site Development Plan

File: 3404262



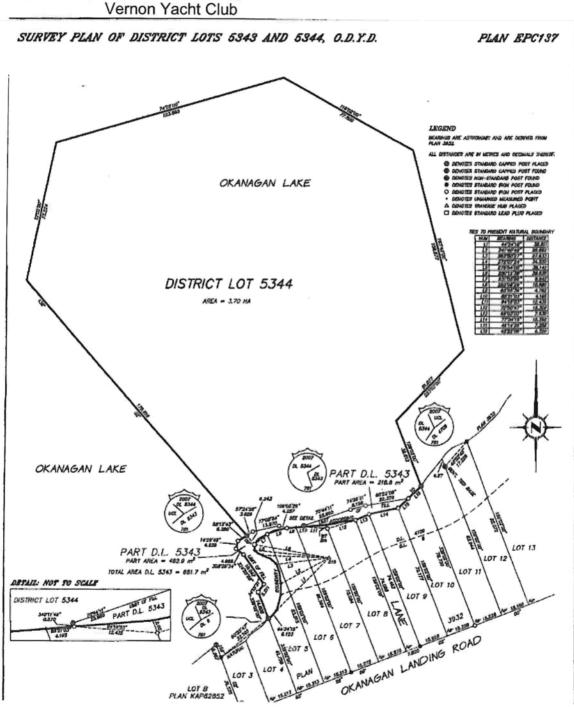
Vernon Yacht Club:

Signature

Date:

File: 3404262

Site Development Plan



Report Id: CI01

File # Entered: 3404262 Document # Entered:

Land and Water British Columbia Inc **Customer Inquiry Report**

Run Date: SEP-18-2007

Run Time: 04:33:09 PM Page: 1 of 1

Financial Data Last Updated: JAN-01-2020

Tenure Data Last Updated: JAN-01-2020

Type:

LICENCE

Stage:

APPLICATION

SubType:

LICENCE OF OCCUPATION

Status:

ALLOWED

File Number:

3404262

865993

Purpose:

COMMERCIAL

MARINA

Commencement:

Next Review:

Document Number:

Expiry:

IP Number: Disposition ID:

9486

Location:

SubPurpose:

OKANAGAN LANDING

Legal Desc:

All that Unsurveyed Crown Foreshore being part of the bed of Okanagan Lake and fronting on Lots 5 to 10 inclusive of Distric

Client Name:

VERNON YACHT CLUB

Royalty Rate:

Gross Percent:

Telephone:

Royalty Unit:

Area Ha:

3.768

Client File:

0.00

Rent Amt:

24,865.00

Prepaid Amt:

Land Value: Determined By:

Mgmt Fee:

Security Amt:

0.00 Security Type:

0.00

0.00

Regional Office:

Southern Interior Region - Kamloop

Regional Office Phone #: 250 377-7000

Notes:

NO

Total Balance Owing:

\$0.00

Due Date	Invoice Number	Class	Item Description	Item Amount	Payment/ Adjustment Date	Payment(s)	Invoice Balance
MAR-14-2007	127470	INVOICE	AF3 Application Fee - Reg 3	200.00		40.000.0	
			Annual Rent - Region 3	12,604.00	MAR-14-2007	13,572.24	0.00
100,000	INVOICE		768.24				
1	INVOICE	Annual Rent: Fixed By Agreement	7,147.00	JUN-22-2006	7,575.82	0.00	
	INVOICE		428.82	0011-22-2000	7,373.82	0.00	
	INVOICE	AMF	100.00	JAN-04-2006	107.00	0.00	
	INVOICE	Tax	7.00	07117 07 2000	107.00	0.00	
	INVOICE	Annual Rent: Fixed By Agreement	7,147.00	JUN-24-2005	7,647.29	0.00	
	INVOICE		500.29	2011 27 2003	1,041.23	0.00	
h	INVOICE	Annual Rent: Fixed By Agreement	7,147.00	JUL-22-2004	7,647.29	0.00	
	INVOICE	Тах	500.29		7,047.23	0.00	
	INVOICE	Annual Rent: Fixed By Agreement	7,147.00	AUG-06-2003	7,647.29	0.00	
	INVOICE	Тах	500.29		,,	0.00	
JUL-12-2003	UL-12-2003 390304 INV		Annual Rent: Fixed By Agreement	7,147.00		0.00	7,647.29
		INV	GST	500.29			.,
JUL-12-2002 33000175 INV INV INV	INV	Annual Rent: Fixed By Agreement	6,124.00	SEP-23-2002	6,619.22	0.00	
	INV	GST	428.68			0.00	
	INV	Tax	66.54				
IUL-12-2001	L-12-2001 201240 INV A	Annual Rent for Corporate	6,124.00	JUL-18-2001	6,552.68	0.00	
IN	INV	GST	428.68		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0.00	
IUL-12-2000	-12-2000 65145 INV Ar	Annual Rent: Fixed By Agreement	5,446.00	JUL-19-2000	5,827.22	0.00	
		INV	GST	381.22	-ಬಕ್ಕಾ <i>ಧಕ್ಕಂಡಹತಿ</i>	0,021.22	5.00
AR-15-2000	26137	DEP	Security Deposit	2,500.00	MAR-16-2000	2,500.00	0.00
	70000						0.00



MISCELLANEOUS LAND USE REPORT

SI - LAND MGMNT - SOUTHERN SERVICE REGION

File:

3404262

Inspected Date:

DoF

Reported By:

Rick Stoudt

Report Date:

August 15, 2007

Phone Number:

Complexity Level:

Applicant:

VERNON YACHT CLUB 7919 Okanagan Landing Rd

Vernon, BC V1H 1H1

Decision: The application is allowed.

Application Type:

replace licence with lease

LMM Policy:

X

Purpose:

Commercial

Sub-Purpose:

Marina

Type:

lease

Sub-Type:

Commencement

to be determined by PA

Term:

30 years

Date:

Purpose Statement:

Commercial marina excluding the moorage of houseboats

BCGS Map Sheet:

Air Photo No.:

Application Area:

3.7681 Ha.

82L024

ENTERED AUG 1 6 2007

Recommended Area:

3.7681 ha.

Location:

Okanagan Landing, City of Vernon

Legal Description:

District Lots 1347, 5102 and Block A and B of District Lot 5106, together with all that foreshore or land covered by water being part of the bed of Okanagan Lake Lake, fronting Lots 5 to 10 inclusive of District Lots 6 and 4709, Osoyoos Division of Yale District, Plan 3932 and containing 3.7681 hectares

Referral Agencies/ Analysis: City of Vernon- proposed new moorage slips are directly in front of 2 privately owned properties and on publicly owned property. The applicant has obtained letters of no objection from these 2 private owners. Al McNiven (Greater Vernon Services) advised in an email of October 6, 2006 that they do not have a problem with the expansion of these docks.

Navigable Waters- have completed their CEAA process.

Clearance and Other Conflicts:

File 3404626 -Notation of Interest for Foreshore Planning purposes was cancelled in 1990. There were some letters of concern from some of the neighbouring property owners about the potential environmental impact of this proposed expansion. The applicant was required to go through the Navigable Waters CEAA process which should have addressed any potential environmental impacts.

A Concise Aboriginal Interest Consideration Report dated January 15, 2007 indicated no aboriginal

interests.

No d

conflicts are anticipated.

Site Information:

This area is currently covered by an existing Licence of Occupation for commercial marina purposes and the licensee wishes to make additions to the dock configuration. This dock expires on July 12, 2007 and the licensee wishes to obtain a lease.

The moorage lease area will be 3.7 ha and the fill will include two areas totaling 0.06817 ha. Note: On June 10, 1947 the filled area shown as DL 4709, ODYD on plan 3932 was sold to the owner.

Annual rental:

- 1) Fill rental (non moorage rental based on commercial Type B) = 5.0% of *\$442/m2 X 681.7 m2 = \$15 065.57/ year.
- * Based on the 2006 BC Assessment land value of Lots 5 & 6 owned by the Vernon Yacht Club.
- ** Note: The previous rent on the fill area of \$371/year was established in a 1989 field report and has not been adjusted since then. The fill area has not been adjusted since it would be very difficult to determine the exact dimensions without a legal survey. This area is considered to be on the conservative side.
- 2) Moorage rental = 4% of (*6125 ft. X \$5/ft/month X 8 months) = \$9800.00

*The total linear footage was based on 245 berths @ 25 feet = 6125 feet.

Notes: The total footage was based on an average boat length of 25 feet. Also 4% was used to calculate the moorage rental since our commercial marina policy states that after 15 years we should use this rate. Total 1st year rental = \$24 865.00

Discussion/Recommendations:

I recommend the existing licence be replaced with a lease :

- 1) term of 30 years
- 2) area of 3.7 ha and 0.06817 fill area outlined on survey.
- 3) marina purposes only. <
- 4) the following covenants or conditions should be included the new licence:
- operate a sanitary pump out facility on the site that is available to club members and the public.
- take reasonable steps to prevent the undue accumulations of floating debris west of the breakwater.
- not impeding access to the adjacent private Lots 11 and 12, DL 6 and 4709, ODYD, Plan 3932.
- 5) 1st year rental of \$24865.00; \$9800.00 for moorage and \$15 065.00 for fill areas.

6) retaining the \$2500 security deposit.

Signature:

Date:

Engemoen, Susan ILMB:EX

From:

Engemoen, Susan ILMB:EX

Sent:

Wednesday, August 29, 2007 1:11 PM

Sent To:

Pakos, Linda J LTSA:EX

Subject:

RE: Emailing: EPC000137.1184368983.PDF

Good afternoon Linda, the Land Officer has reviewed the survey plan and a new report has been issued.

Thanks for the heads up.

Sue

Susan Engemoen Portfolio Administrator

Integrated Land Management Bureau Ministry of Agriculture and Lands 3rd Floor, 145 3rd Avenue Kamloops, BC V2C 3M1 Phone: (250) 377-7019 Fax: (250) 377-7036 E-mail: Susan.Engemoen@gov.bc.ca

----Original Message---From: Pakos, Linda J LTSA:EX

Sent: Tuesday, July 17, 2007 11:45 AM

To: Engemoen, Susan ILMB:EX

Subject: FW: Emailing: EPC000137.1184368983.PDF

The message is ready to be sent with the following file or link attachments:

EPC000137.1184368983.PDF

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Good morning Susan,

Please find attached a PDF for a plan which has been submitted to our office for file number 3404262 (VernonYacht Club).

The area shown on the PDF appears to contain more filled area than is shown on the Rat shape in Tantalis (see the south west area adjacent to Lot 5).

As the area of filled foreshore has increased substantially is this acceptable to your office?

Linda Pakos Technician

Surveyor General Division

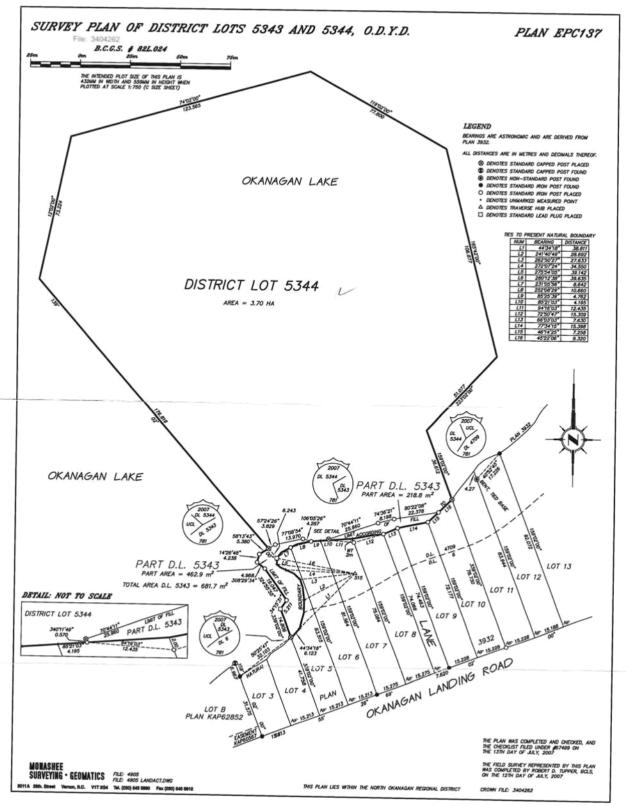
Land Title and Survey Authority of British Columbia

Tel: (250) 952-5340 Fax: (250) 387-1830 Email Linda.Pakos@ltsa.ca

This communication and all attachments are intended only for the addressee and are confidential. If you receive this communication in error, please delete it and notify me immediately. Thank you.

e) =7

2



nen, Susan ILMB:EX Enger

From:

Pakos, Linda J LTSA:EX

Sent:

Tuesday, July 17, 2007 11:45 AM

To:

Engemoen, Susan ILMB:EX

Subject:

FW: Emailing: EPC000137.1184368983.PDF



EPC000137.11 68983.PDF (54:

The message is ready to be sent with the following file or link attachments:

EPC000137.1184368983.PDF

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As the area of filled foreshore has increased substantially is this acceptable to your office?

Linda Pakos

Technician

Surveyor General Division

Land Title and Survey Authority of British Columbia

Tel:

(250) 952-5340 (250) 387-1830

Fax: Email Linda.Pakos@ltsa.ca

This communication and all attachments are intended only for the addressee and are confidential. If you receive this communication in error, please delete it and notify me immediately. Thank you.

EPC137

SURV PLAN SUBN. JON TO SURVEYOR GENERAL LAND TITLE AND SURVEY AUTHORITY

PAGE 1 OF 4 PAGES

By incorporating your electronic signature into this electronic plan, you:

(a) represent that you are a subscriber and that you have incorporated your electronic signature in accordance with section 93.93(3) of the *Land Act*, RSBC 1996, c.245; and (b) certify the matters set out in section 93.93(4) of the *Land Act*.

Rob Tupper c=CA, o=www.juricert.com/
LKUP.cfm?id= s 22
s.22 ou=BC Land Surveyor,

	Each term used in this represent to it in Part 7.2 of the <i>Land Act</i> .			scribed	cn=Rob Tupper s.22
1.	BC LAND SURVEYOR IDENT	TFICATION: (Name,	address, phone number)		
	Rob Tupper				
	3011A - 28th Street			Phone 250-54	5-5990
					asheesurveying.com
	Vernon	BC	V1T4Z7	11 0	,
	Document Fees: \$310.00		Commission #	0781	Deduct LTSA Fees? Yes
2.	PLAN IDENTIFICATION:				
	Plan Submitted Under: Land	Act			
	Plan Number: EPC137			Control Number:	118-436-8983
	This original plan number ass	ignment was done ur	nder Commission #: 78	81	
	Survey Type: Survey Plan				
	1,000				
3.	PARCEL IDENTIFICATION AN	ND LEGAL DESCRIP	TION OF PARCEL(S) AS D	ESIGNATED BY THI	E SURVEYOR GENERAL:
	[PIN]		[LEGAL DESCRIPTION]		
			SEE SCHEDULE		
	[AREA]	[UNITS]			
		Sq. Metres			
4.	CERTIFICATION:				

. CERTIFICATION:

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that

the survey and plan are correct.

The field survey was completed on:

2007 July

12

(YYYY/Month/DD)

The checklist was filed under ECR#:

67499

on this date: 2007

July

13 (YYYY/Month/DD)

5. ALTERATION:

SI	JRVEY PLAN SUBMISS	SION			PAG	E 2	OF 4	PAGES
6.	PLC. DATA:							
	This plan is a re-survey	? Yes ☐ No 🗸						
	Agency Name:	ILMB	Agency File #:	3404262				
	Agency Name:		Agency File #:					
	Agency Name:		Agency File #:					
	Survey Method:	Field survey	Scale: 1	: 750				
	Surveyor's Reference:	4905						
7.	EXPLANATORY NOT	TES:						
	Existing DL's 13	47, 5102, and 5106	BK A,B are to be	cancelled and as s	such are not she	owr	on th	is
		dated June 21 2007						
8.	PLAN CONFIRMATIO	DN:						
								1
	Confirmed as the Official	Plan under Section 72 of the l	Land Act.					
								J
			Confirmation Date:		(YY	YY/N	Month/DI	D)

ADDITIONAL PARCEL IDENTIFICATION

PAGE 3 of 4 pages

PARCEL IDENTIFICATION AND LEGAL DESCRIPTION OF PARCEL(S) AS DESIGNATED BY THE SURVEYOR GENERAL:

[PIN]

[LEGAL DESCRIPTION]

90083950

DISTRICT LOT 5343 ODYD

[AREA]

[UNITS]

681.7

Sq. Metres

[PIN]

[LEGAL DESCRIPTION]

90083951

DISTRICT LOT 5344 ODYD

[AREA] 3.70

[UNITS] Hectares

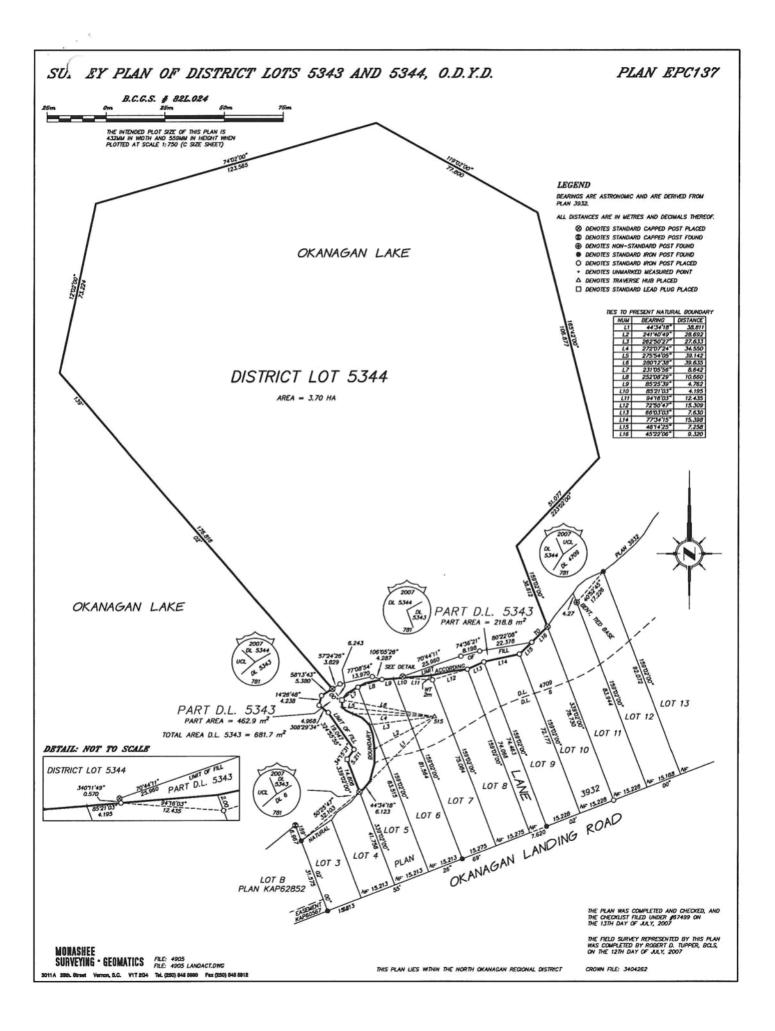
[PIN]

[LEGAL DESCRIPTION]

[AREA]

[UNITS]

Sq. Metres





Our File:

3404262

Your File:

4905

July 24, 2007

Rob Tupper, B.C.L.S. Monashee Surveying and Geomatics 3011A 28th St Vernon BC V1T 4Z7

Dear Rob Tupper:

Re: Survey Plan of District Lots 5343 and 5344,

Osoyoos Division of Yale District

(EPC000137)

Your survey returns have been examined and accepted by the Surveyor General Division.

The survey has been confirmed and dated July 24, 2007.

Yours sincerely,

Original signed by

Linda Dakos

Linda Pakos, Technologist Telephone No. (250) 952-5340

LP:np

pc: Lana Belcourt, Integrated Land Management Bureau, Ministry of Agriculture and Lands, Kamloops, British Columbia

District Lot 5343 - PIN 90083950 District Lot 5344 - PIN 90083951

ENTERED AUG 1 4 7007

	Date	Initials
nend		
Amended		
Dale		1

File 3404262.

LEGAL SURVEY CLEARANCE

All items in this box must be completed. I	Enter a dash (—) if n	ot applicable.	
Description			
5343 and 5344	stact b ODYD	ots).	
DL5344 = 3.70 ha.			
Ac. Official Area ! Plan (Lands)	EPC 1		
N.T.SL.T.O. Plans		. Мар М.	
Land Management District	Composite map		
Land Recording District	Description and sk	cetch in order	Yes No
Assessment Area	Conforms to syste	m of survey	Yes No
Land Title District	Subject to survey		Yes No
Regional District	Date gazetted or o	confirmed Tul	124,200
Municipality	FRONTS ON:		
Within Agricultural Land Reserve? Yes No	TROMIS ON		
Within Indian Reserve Cut-off? Yes No			
orest { Prov.			
SCEVE		i.e	
ossed by Railway	Des. placer area		
ossed by Other R/W	E. & N. Land Gra	nt	
ossed by } Highway joins { Forest Rd	T.S.X.	M.C.	•
thway Gazetted Surveyed		T.B	C.L
hway—controlled access	T.F.L	T.L	P.L
ess-dedicated travelled	C.T.P	S.T.L	P.M.L

Ziegelmann, Baljit ILMB:EX

From: Rob Tupper [rtupper@monasheesurveying.com]

Sent: July 23, 2007 5:34 PM

To: Ziegelmann, Baljit ILMB:EX; \$.22

Cc: Pakos, Linda J LTSA:EX; Mark Budgen

Subject: File: 3404262

Baljit,

Please accept this email a confirmation that I am the land surveyor of record for File 3404262, and have been retained to prepare the necessary Land Act plan.

Regards,

Rob Tupper

Rob Tupper, B.Sc., BCLS

Monashee Surveying and Geomatics

www.monasheesurveying.com

Tel: 250-545-5990 Fax: 250-545-5912 Cell: 250-309-3887

From: Dr.L.A. MacAulay [mailto: s.22

Sent: Wednesday, July 18, 2007 4:46 PM

To: Mark Budgen

Subject: FW: Licence of Occupation File: 3404262

Hi Mark,

I've been away and just got this email. Please the reference to you in the letter below. Could you provide them with whatever they need? Also shouldn't she be providing us with a copy of our Lease not Licence?

]

Lawrence

From: Ziegelmann, Baljit ILMB:EX [mailto:Baljit.Ziegelmann@gov.bc.ca]

Sent: Tuesday, July 03, 2007 11:57 AM

To: s.22

Subject: Licence of Occupation File: 3404262

Good morning Lawrence MacAulary -

Our office is in receipt of your letter dated June 21, 2007.

In order for us to endorse the licence, we require as per our offer of June 6, 2007 -the following:

a r from Mark Budgeon, BC Land Surveyor confirming that his services have been hired to prepare a boundary survey of the Land at your expense.

Once, we are in receipt of this confirmation, we will mail you - your copy of the Licence.

Should you have any questions, please contact me directly. Regards,

Ms. Bal Ziegelmann Portfolio Administrator

Integrated Land Management Bureau Ministry of Agriculture & Lands

145-3rd Ave 3rd Floor Kamloops BC V2C 3M1

Direct Phone: 250-377-2379 Fax: 250-377-7036

Email: baljit.ziegelmann@gov.bc.ca

TO JERRY

Belco t, Lana J ILMB:EX

From: Sent: Pakos, Linda J LTSA:EX - 952-5340

Sent: To:

July 19, 2007 2:46 PM Belcourt, Lana J ILMB:EX

Subject:

FW: Emailing: EPC000137.1184368983.PDF



EPC000137.118436 8983.PDF (541 ...

Good afternoon Lana,

Please find attached a PDF for a plan which has been submitted to our office for file number 3404262 (Vernon Yacht Club).

The area shown on the PDF appears to contain more filled area than is shown on the Rat shape in Tantalis (see the south west area adjacent to Lot 5).

As the area of filled foreshore has increased substantially is this acceptable to your office?

Linda Pakos

Technician

Surveyor General Division

Land Title and Survey Authority of British Columbia

Tel:

(250) 952-5340

Fax: (250) 387-1830 Email Linda.Pakos@ltsa.ca

This communication and all attachments are intended only for the addressee and are confidential. If you receive this communication in error, please delete it and notify me immediately. Thank you.

The survey is different than original shape. Is this oleay?

FICE RENTAL TO BE ABSUSTEDAS PER REPORT.

SURV PLAN SUBN

ION TO SURVEYOR GENERAL LAND TITLE AND SURVEY AUTHORITY

PAGE 1 OF 4 PAGES

By incorporating your electronic signature into this electronic plan, you:

(a) represent that you are a subscriber and that you have incorporated your electronic signature in accordance with section 93.93(3) of the Land Act, RSBC 1996, c.245; and (b) certify the matters set out in section 93.93(4) of the Land Act.

Each term used in this representation and certification is to be given the meaning ascribed to it in Part 7.2 of the Land Act.

Rob Tupper C=CA, O=WWW.juricert.com/ LKUP.cfm?id=s.22 ou=BC Land Surveyor, s.22 cn=Rob Tupper S.22

1.	BC LAND SURVEYOR	IDENTIFICATION:	(Name, address, phone number)
----	------------------	-----------------	-------------------------------

Rob Tupper

3011A - 28th Street

Phone 250-545-5990

rtupper@monasheesurveying.com

Vernon

BC V1T4Z7

Document Fees: \$310.00

Commission # 0781

Deduct LTSA Fees? Yes ✓

2. PLAN IDENTIFICATION:

Plan Submitted Under: Land Act

Plan Number: EPC137

Control Number: 118-436-8983

This original plan number assignment was done under Commission #: 781

Survey Type: Survey Plan

3.	PARCEL II	DENTIFICATION	AND LEGAL	DESCRIPTION OF	PARCEL(S) A	S DESIGNATED	BY THE SURVEYOR	GENERAL:
----	-----------	---------------	-----------	----------------	-------------	--------------	-----------------	----------

[PIN]

[LEGAL DESCRIPTION]

SEE SCHEDULE

[AREA]

[UNITS]

Sq. Metres

CERTIFICATION:

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that

the survey and plan are correct.

The field survey was completed on:

2007

July

12

(YYYY/Month/DD)

The checklist was filed under ECR#:

67499

on this date: 2007

July

13

(YYYY/Month/DD)

5. ALTERATION:

	*					
SU	RVEY PLAN SUBMISS	SION			PAGE 2	OF 4 PAGES
	PLA., DATA:					
	This plan is a re-survey	? Yes □ No ✓				
	Agency Name:	ILMB	Agency File #: 34	04262		
	Agency Name:		Agency File #:			
	Agency Name:		Agency File #:			
	Survey Method:	Field survey	Scale: 1: 75	0		
	Surveyor's Reference:	4905				
		1555				
7.	EXPLANATORY NOT	ES:				
	F-1-6 DII- 40	47 E400 and E400 DK A	D and to be seen			41-1-
		47, 5102, and 5106 BK A dated June 21 2007 from			iot snown	on this
	pian. See email	dated Julie 21 2007 Iron	Gordon Chong			
8.	PLAN CONFIRMATIO	ON:				
	Confirmed as the Official	Plan under Section 72 of the Land Ac	*			:
	commined as the official	Thin under Section 72 of the Edite 710				4
		Co	onfirmation Date:		(YYYY/M	onth/DD)

ADDITIONAL PARCEL IDENTIFICATION

PAGE 3 of 4 pages

PARCEL IDENTIFICATION AND LEGAL DESCRIPTION OF PARCEL(S) AS DESIGNATED BY THE SURVEYOR GENERAL:

[PIN]

[LEGAL DESCRIPTION]

90083950

DISTRICT LOT 5343 ODYD

[AREA]

[UNITS]

681.7

Sq. Metres

[PIN]

[LEGAL DESCRIPTION]

90083951

DISTRICT LOT 5344 ODYD

[AREA]

[UNITS]

3.70

Hectares

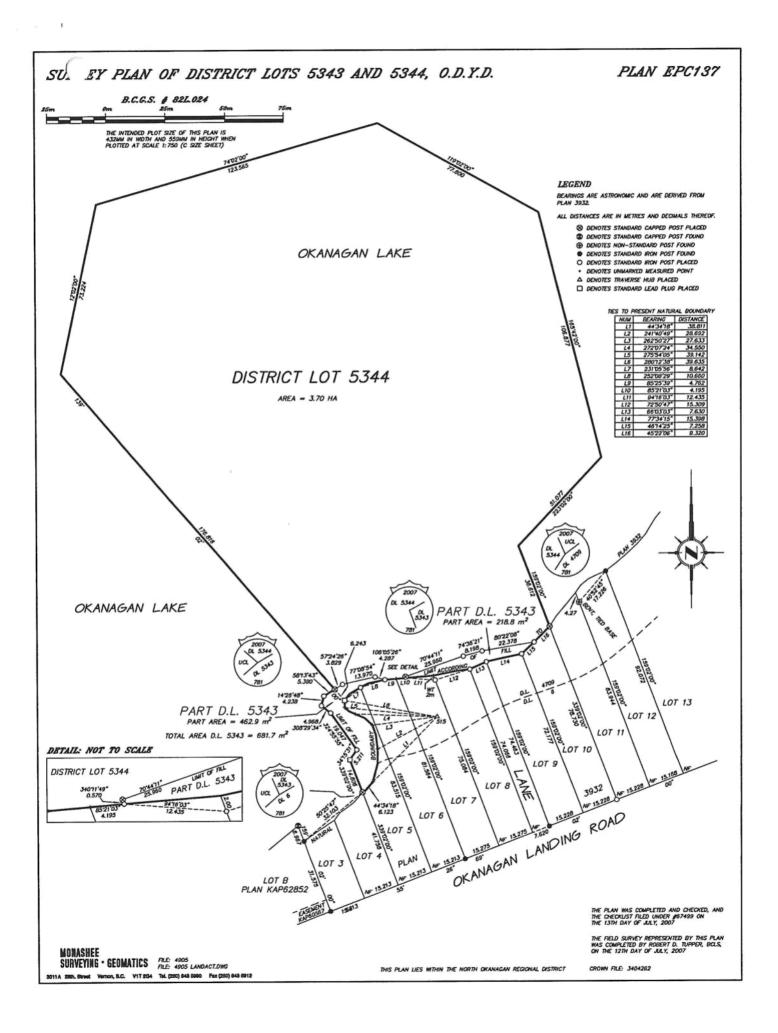
[PIN]

[LEGAL DESCRIPTION]

[AREA]

[UNITS]

Sq. Metres



Enger en, Susan ILMB:EX

From:

Pakos, Linda J LTSA:EX

Sent:

Tuesday, July 17, 2007 11:45 AM

To:

Engemoen, Susan ILMB:EX

Subject:

FW: Emailing: EPC000137.1184368983.PDF



EPC000137.11 68983.PDF (54:

The message is ready to be sent with the following file or link attachments:

EPC000137.1184368983.PDF

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Good morning Susan,

Please find attached a PDF for a plan which has been submitted to our office for file number 3404262 (VernonYacht Club).

The area shown on the PDF appears to contain more filled area than is shown on the Rat shape in Tantalis (see the south west area adjacent to Lot 5).

As the area of filled foreshore has increased substantially is this acceptable to your office?

Linda Pakos

Technician

Surveyor General Division

Land Title and Survey Authority of British Columbia

Tel:

(250) 952-5340 (250) 387-1830

Fax: (250) 387-1830 Email Linda.Pakos@ltsa.ca

This communication and all attachments are intended only for the addressee and are confidential. If you receive this communication in error, please delete it and notify me immediately. Thank you.

SURY PLAN
SUBM.__iON TO SURVEYOR GENERAL
LAND TITLE AND SURVEY AUTHORITY

PAGE 1 OF 4 PAGES

By incorporating your electronic signature into this electronic plan, you:

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Each term used in this representation and certification is to be given the meaning ascribed to it in Part 7.2 of the *Land Act*.

Rob Tupper c=CA, o=www.juricert.com/ LKUP.cfm?id=i s.22 ou=BC Land Surveyor. cn=Rob Tupper s.22

BC LAND SURVEYOR IDENTIFICATION:	(Name, address, phone number)	
----------------------------------	-------------------------------	--

Rob Tupper

3011A - 28th Street

Phone 250-545-5990

rtupper@monasheesurveying.com

Vernon

BC V1T4Z7

Document Fees: \$310.00

Commission # 0781

Deduct LTSA Fees? Yes

2. PLAN IDENTIFICATION:

Plan Submitted Under: Land Act

Plan Number: EPC137

Control Number: 118-436-8983

This original plan number assignment was done under Commission #: 781

Survey Type: Survey Plan

3. PARCEL IDENTIFICATION AND LEGAL DESCRIPTION OF PARCEL(S) AS DESIGNATED BY THE SURVEYOR GENERAL:

[PIN]

[LEGAL DESCRIPTION]
SEE SCHEDULE

[AREA]

[UNITS]

Sq. Metres

4. CERTIFICATION:

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that

the survey and plan are correct.

The field survey was completed on:

2007

July

12

(YYYY/Month/DD)

The checklist was filed under ECR#:

67499

on this date: 2007

July

13 (YYYY/Month/DD)

5. ALTERATION:

SU	RVF "LAN SUBMIS	SION	<u> </u>				PAGE 2	OF 4	PAGES
6.	PLAN DATA:				,	:-			
	This plan is a re-survey	? Yes □ No ✓							
	Agency Name:	ILMB	Agency File #	#: 34042	262				
	Agency Name:		Agency File #	ŧ:					
	Agency Name:		Agency File #	ł:					
	Survey Method:	Field survey	Scale:	1: 750					
	Surveyor's Reference:	4905							
7.	EXPLANATORY NOT	ES:						<u></u>	
	Existing DL's 13	47, 5102, and 5106	BK A,B are to be	cancel	lled and as su	ch are not	shown	on th	is
	plan. See email	dated June 21 200	7 from Gordon Cl	nong.					
3.	PLAN CONFIRMATIO	N:							
				Г					Ė
C	onfirmed as the Official I	Plan under Section 72 of the	Land Act.						
				L					
			Confirmation Date:				(YYYY/M	Ionth/DΓ))

ADDITIONAL PARCEL IDENTIFICATION

PAGE 3 of 4 pages

PARCEL IDENTIFICATION AND LEGAL DESCRIPTION OF PARCEL(S) AS DESIGNATED BY THE SURVEYOR GENERAL:

[PIN]

[LEGAL DESCRIPTION]

90083950

DISTRICT LOT 5343 ODYD

[AREA]

[UNITS]

681.7

Sq. Metres

[PIN]

[LEGAL DESCRIPTION]

90083951

DISTRICT LOT 5344 ODYD

[AREA]

[UNITS]

3.70

Hectares

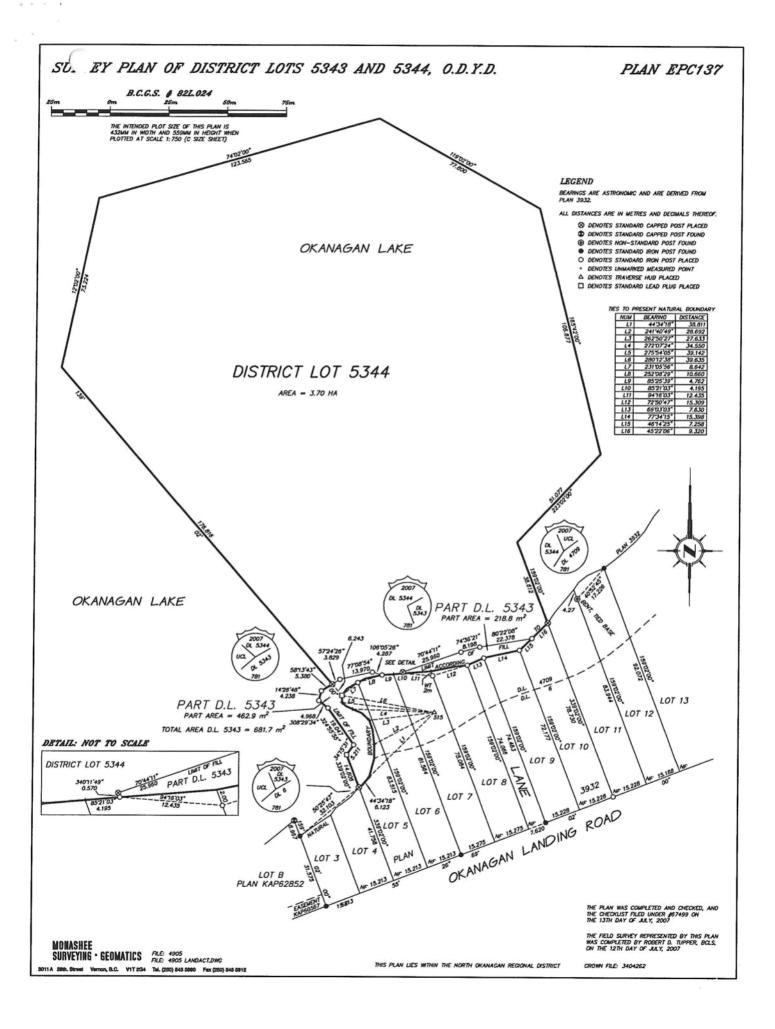
[PIN]

[LEGAL DESCRIPTION]

[AREA]

[UNITS]

Sq. Metres





Integrated Land Management Bureau



Our File: 3040262

June 27, 2007

VERNON YACHT CLUB 7919 Okanagan Landing Rd Vernon, BC V1H 1H1

Dear Sir/Madam:

Enclosed is an originally executed copy of Licence Number 343004 covering District Lots 1347 and 5102 and Blocks A and B, District Lot 5106 together with all that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lots 5 to 10 inclusive of District Lots 6 and 4709, Osoyoos Division Yale District, containing 4.0075 hectares more or less.

The Licence is issued in your name for a term of 2 years commencing July 12, 2007 for commercial marina purposes.

This License replaces License Number 337244.

Should you have any questions regarding this matter, please contact me at the telephone number or e-mail address listed below.

Yours truly,

Susan Engemoen

Portfolio Administrator Regional Client Services Division

Integrated Land Management Bureau

Ministry of Agriculture and Lands

Attachment

pc: B.C. Assessment Authority, Vernon Regional District of North Okanagan E. P. T. T.

From: Sent: Ziegelmann, Baljit ILMB:EX July 3, 2007 11:57 AM

To:

Subje

Licence of Occupation File: 3404262

Good morning Lawrence MacAulary -

Our office is in receipt of your letter dated June 21, 2007.

s.22

In order for us to endorse the licence, we require as per our offer of June 6, 2007 -the following:

a letter from Mark Budgeon, <u>BC Land Surveyor confirming that his services have been hired to prepare a boundary survey of the Land at your expense.</u>

Once, we are in receipt of this confirmation, we will mail you - your copy of the Licence.

Should you have any questions, please contact me directly. Regards,

Ms. Bal Ziegelmann

Portfolio Administrator

Integrated Land Management Bureau Ministry of Agriculture & Lands

145-3rd Ave 3rd Floor Kamloops BC V2C 3M1

Direct Phone: 250-377-2379

Fax: 250-377-7036

Email: baljit.ziegelmann@gov.bc.ca



Vernon Bacht Club

7919 Okanagan Landing Road, Vernon, BC V1H 1H1 Phone: (250) 545-5518 • Fax: (250) 545-0388

Email: vernonyachtclub.org • Website: www.vernonyachtclub.org

REGEIVED

Integrated Land Management Bureau

June 21/07

JUN 2 2 2007

JUN 2 2 2007

JUN 2 2 2007

JUN 2 2 2007

Amustry of Agriculture and Lands

KAMLOOPS, BC

MINISTRY OF AGRICULTURE AND LANDS 3rd Floor, 145-3rd Ave Kamloops, B.C. V2C 3M1

ATTENTION: Susan Engemoen

RE: VERNON YACHT CLUB File #: 3404262

Please find enclosed a copy of the signed tenure offer and signed Licence of Occupation agreement.

I have given a copy of this to Mark Budgeon, BC Land Surveyor (of Monashee Land Surveying) so that he can send it in to the Surveyor General along with other documentation, necessary to complete the change to a thirty year lease.

Thank you for your help.

Sincerely.

Lawrence A. MacAulay, O.D.

Enclosures:

Tenure offer

Licence of Occupation (2 copies)



Our File: 3040262

June 27, 2007

VERNON YACHT CLUB 7919 Okanagan Landing Rd Vernon, BC V1H 1H1

Dear Sir/Madam:

Enclosed is an originally executed copy of Licence Number 343004 covering District Lots 1347 and 5102 and Blocks A and B, District Lot 5106 together with all that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lots 5 to 10 inclusive of District Lots 6 and 4709, Osoyoos Division Yale District, containing 4.0075 hectares more or less.

The Licence is issued in your name for a term of 2 years commencing July 12, 2007 for commercial marina purposes.

This License replaces License Number 337244.

Should you have any questions regarding this matter, please contact me at the telephone number or e-mail address listed below.

Yours truly.

Susan Engemoen
Portfolio Administrator
Regional Client Services Division
Integrated Land Management Bureau
Ministry of Agriculture and Lands

Attachment

pc: B.C. Assessment Authority, Vernon Regional District of North Okanagan

Telephone: 250-377-7019

Facsimile: 250-377-7036

File No.: 3404262

- 5 -

Response to Offer of Interim Licence

File No. 3404262

Ministry of Agriculture and Lands 3rd Floor, 145-3rd Ave. Kamloops, BC V2C 3M1

Dear Susan Engemoen:

Re:	Application f	or Interim Licence
		TWO do not accept the offer of an Interim Licence made

I/We do not accept the offer of an Interim Licence made to me/us by way of a letter dated June 6, 2007 from the Ministry of Agriculture and Lands.

I/We accept the offer of an Interim Licence made to me/us by way of a letter dated June 6, 2007 from the Ministry of Agriculture and Lands and enclose all copies of the Interim Licence which I/We have signed.

DATED the 18 of June, 2007

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

Print name of person signing

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

Print name of person signing

P.O. Box 370, Salinon Ann, B.C. V1E 4N5 ph: 250-803-0520 fux: 250-803-0521

HUB International Barton Insurance Brokers

April 9, 2007

No. of Pages Sent: 2 (Including Face Page)

Integrated Land Management Branch

Attn: Susan Engemoen

Susan:

Re: Vernon Yacht Club Your File No. 3404262

Please see following completed and signed Certificate of Insurance for your records.

Trust all is in order.

Yours truly,

HUB International Barton Insurance Brokers

Diane Gerow

dg/ encl.

FAX SHEET

04/09/2007 12:32

HUB INTL BARTON INSURANCE BROKER → 8030521 2003463052 DRLAMACAULAY

NO.076 D02 PAGE 02/64



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
The personal information requested on this torm is collected under
the summing of and used for the purpose of administrating the
Pinancial Administration Act. Questions should the collection and use
of this Information can be directed to the Interropor. Consisting and
Advicery Services, at 260 366-8915, PO Bas 8405 STN PROV
COVT, Victoria BC Very Byri.
Picase refer all other questions to the come of named in Part 1.

Part 1 To be completed by the Province

TIEN INVOCOTT IN	REQUESTED BY and ISSUED TO (Name of office) E QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA	FILE:
PROVINCE'S CONTACT		PHONE NO (250) 377-7018
IN FEGRATED LAN	D MANAGEMENT BUREAU C/O PORTFOLIO ADMINISTRATOR	FAX NO (250) 377-7036
AUDRE35	AVENUE KAMLOOPS BC	POSTAL CODE V2C 3M1
COMPACTOR NUME	N/A	
CONTRACTOR ADDRESS	N/A	POSTAL CODE

Part 2 To be completed by the Contractor's Agent or Broker

INSURED	ADDRESS	Vernon Yacht Club	- I o ker	
OPERATIONS INSURED	PROVIDE DE	7919 Okanagan Landing Road, Vernon, B.C. Yacht Club	V1H 1H1	
TYPE OF INSU	PANCE arately	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
Commercial (Liability	General Y	s.21	2008/04/04	\$5,000,000.
nia analisa da				

This certificate certifies that policies of insurance as herein described have been issued to the insured(s) named above, are in full force and effective as of the effective date of the contract/permit/licence, and comply with the insurance requirements of the contract/permit/licence except as follows:

AGENT OR BROKER COMMENTS:

HUB International Barton Insurance Brokers

SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)

DATE SIGNED

April 9, 2007

CERTIFICATE OF INSURANCE Instructions for Completion

Liability Insurance (minimum \$1,000,000) is required; the **Certificate of Insurance form** is attached. The insurance is General Liability coverage, often an extension of the homeowner policy for the upland property improvements **with Her Majesty the Queen listed as an additional insured**.

Please provide a copy of the following instruction to the insurance agent for ease of completion:

"Insured" - Client's name and current mailing address

"Operations Insured" - provide legal description of the insured Crown property

"Comprehensive / General Liability"

- · policy number and name of the Underwriter
- · indicate policy expiry date
- show liability limit (minimum \$1,000,000)

"Other" – Additional Insured: "Her Majesty the Queen in Right of the Province of British Columbia"

Insurance Agent to **stamp** the Certificate **with the Agency stamp**, **and sign the form** in the bottom spaces where indications are to sign on behalf of the contractor, (as this is a multi-use form).

Our FILE number should be recorded at the top of the Certificate in the space provided to assist in matching the document up with the file once it is returned to our office.



CERTIFICATE OF INSURANCE

Frakdom of information and Protection of Privacy Act.

The personal information requested on this form to collected under the substitute of and used for the purpose of administrating the Financial Administration Act. Quantions about the collection and use of this information can be develod to the Manager, Corrusting and Arbitrary Services, at 250 355-6915, PO Box 8405 STN PROV GOVT, Victoria 65 VW9 VVI.

Presse tellar all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

TICK WOODES) T THE	E QUEEN	BY and ISSUED TO (Name of office) IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA	FILE:
PROVINCE'S CONTACT INTEGRATED LANGE ADDRESS	PERSON: D MANAG	MINISTRY OF AGRICULTURE AND LANDS EMENT BUREAU (%) PORTFOLIO ADMINISTRATOR	PHONE NO (250) 377-7018 FAX NO (250) 377-7036
3 RD FLOOR 145 3 RD			V2C 3M1
CONTRACTOR MANE	N/A		1 42C SW1
CONTRACTOR ADDRESS	NA		POSTAL CODE

Part 2 To be completed by the Contractor's Agent or Broker

INSURED	ADDRESS	Yacht Club	OI DIOKEI	POSTAL CODE V1H 1H1
OPERATIONS INSURED	Yacht		ernon, BC	
TYPE OF INSU	arately	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MMDD	LIMIT OF LIABILITY/AMOUNT
Commercial Ge Liability		s.21	2007/04/04	\$5,000,000.
				·
in 11-15-15-15-15-15-15-15-15-15-15-15-15-1				*

This certificate certifies that policies of insurance as herein described have been issued to the insured(s) named above, are in full force and effective as of the effective date of the contract/permit/licence, and comply with the insurance requirements of the contract/permit/licence except as follows:

AGENT OR BROKER COMMENTS:

SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)		
STOROGER ON BEHALF OF THE ABOVE INSURER(S)	DATE SIGNED	
	March 7, 2007	

File No.: 3404262

- 5 -Acceptance of Offer of licence

File No. 3404262

Ministry of Agriculture and Lands 3rd Floor, 145-3rd Ave. Kamloops, BC V2C 3M1

Dear Susan Engemoen:

Re: Application for licence	Re:	Appl	ication	for	licenc
-----------------------------	-----	------	---------	-----	--------

\bowtie	I/We accept the offer of licence made to me/us by way of a letter
	dated January 18, 2007 from the Ministry of Agriculture and
	Lands and I/we agree to perform and abide by my/our covenants,
	acknowledgements and representations set out in that offer.

I/We do not accept the offer of licence made to me/us by way of a letter dated January 18, 2007 from the Ministry of Agriculture and Lands.

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

Applicant's signature/Applicant's

representative's signature

Print name of person signing

Redoved & accurred

File No.: 3404262

- 5 -

Acceptance of Offer of licence

File No. 3404262

Ministry of Agriculture and Lands 3rd Floor, 145-3rd Ave. Kamloops, BC V2C 3M1

Dear Susan Engemoen:

REGEIVED Integrated Land Management Bureau

a --- a --- invitagoniant p

APR 1 1 2007

.

ivinistry of Agriculture and Landa

KAMLOOPS, BC

Re: Application for licence

I/We accept the offer of licence made to me/us by way of a letter dated January 18, 2007 from the Ministry of Agriculture and Lands and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.

I/We do not accept the offer of licence made to me/us by way of a letter dated January 18, 2007 from the Ministry of Agriculture and Lands.

DATED the

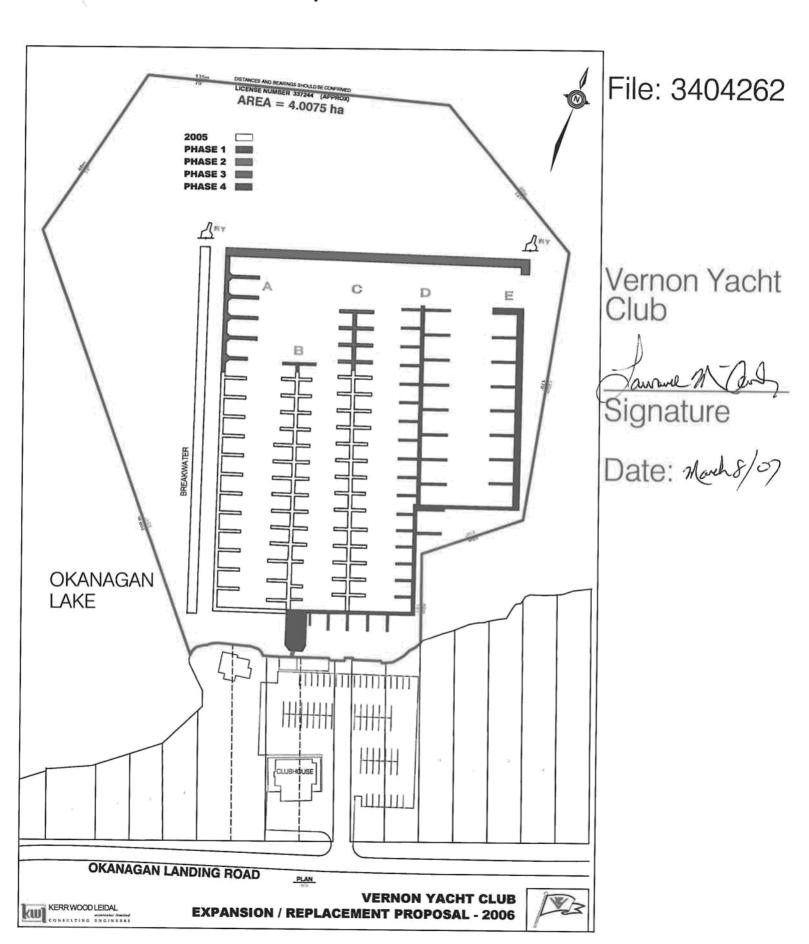
Applicant's signature/Applicant's representative's signature

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

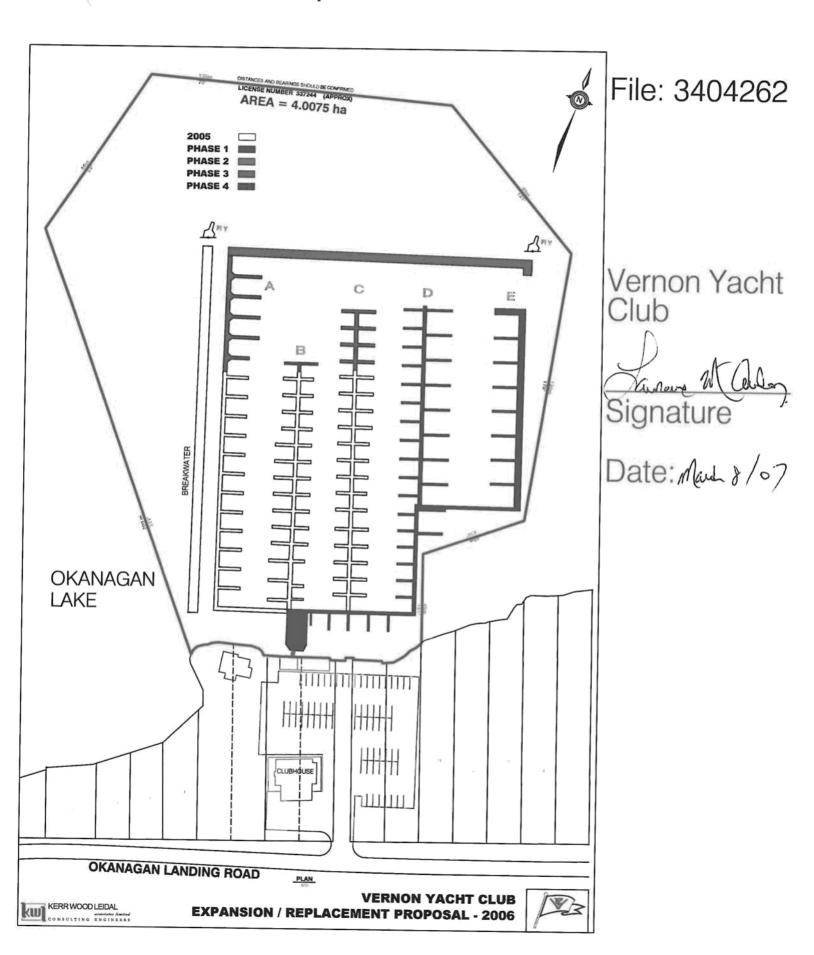
Print name of person signing

Print name of person signing

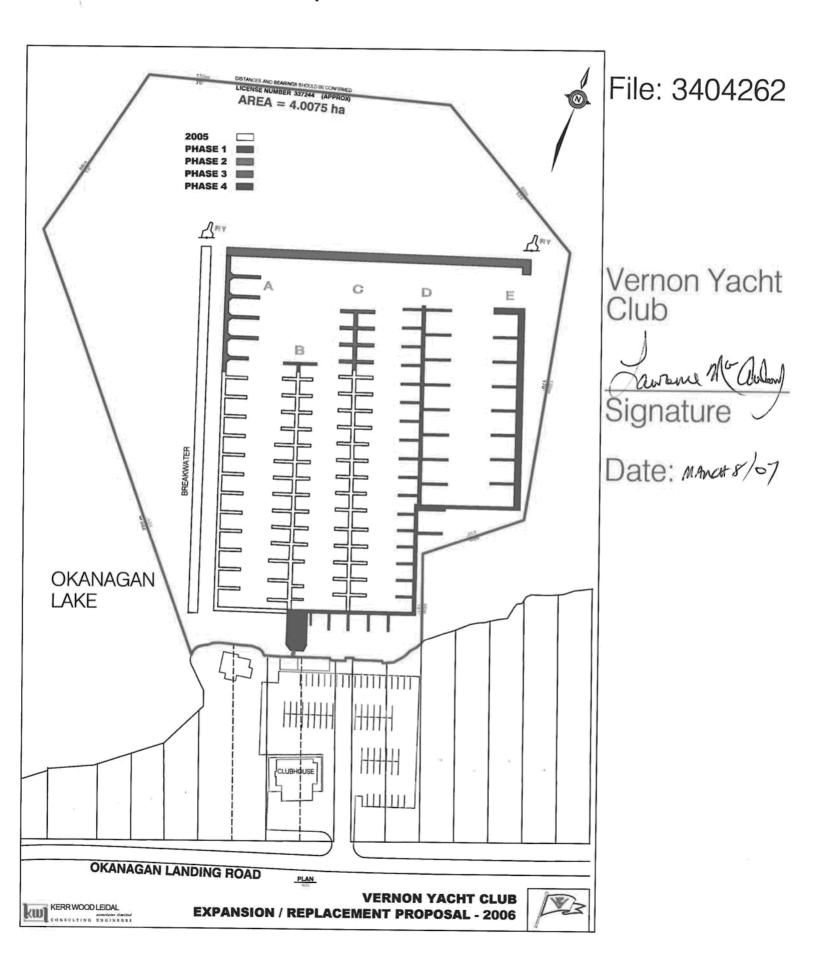
Site Development Plan



Site Development Plan



Site Development Plan



-2-

346254

ENTERED MAR 1 4 2007

File No.: 3404262

Deadline for Your Acceptance of this Offer

This offer may be accepted by you on or before March 19, 2007 (unless this deadline is extended in writing by us). To accept this offer, you must complete and return to us the enclosed acceptance page by that time. If you do not wish to accept this offer, please check the applicable box on the acceptance page and sign and return the page to us so that we may record your rejection of our offer.

1. Conditions of Offer

Enclosed are two copies of your licence. If you accept this offer by returning the acceptance page to us within the time set out above, you must then execute and return these documents to us on or before March 19, 2007 together with all of the following:

Monies Payable

You must deliver to us the following amounts:

 REGEIVED

Integrated Land Management Bureau

MAR 14 2007

13 572 24 HG

immistry of Agriculture and Lands

KAMLOOPS, BC

* denotes GST payable

Your cheque or money order must be payable to the Minister of Finance and be delivered to 3rd Floor, 145-3rd Ave. Kamloops, BC V2C 3M1. Please quote our file number when sending us your payment.

Development Plan

VERNON YACHT CLUB 7919 OKANAGAN LANDING ROAD VERNON, BC V1H 1H1 Tel: (250) 545-5518 Fax: (250) 545-0388 VERNON & DISTRICT CREDIT UNION (250) 545-9251 or 1-888-339-8328 3108 - 33RD AVENUE VERNON, B.C. VIT 2N7 002385

-24/100

2385

PAY Thirteen Thousand Five Hundred Seventy Two

09/02/2007

\$*****13,572.24

VERNON YACHT CLUB

TO THE ORDER

Minister of Finance 3rd Flr, 145 - 3rd Avenue Kamloops, BC V2C 3M1



PER Slewist

Engemoen, Susan ILMB:EX

From: Engemoen, Susan ILMB:EX

Sent: Thursday, June 21, 2007 11:04 AM

To: Chong, Gordon LTSA:EX

Subject: RE: File: 3404262

Good morning Gordon, I have spoken with Jerry Johnson, Land Officer, and he agrees with your proposal.

Should you require further information, please contact me as noted below.

Thanks

Sue

Susan Engemoen

Susan Engemoen
Portfolio Administrator
Regional Client Services Division
Integrated Land Management Bureau
3rd Floor, 145 3rd Avenue
Kamloops, BC V2C 3M1

Phone: (250) 377-7019 Fax: (250) 377-7036

E-mail: Susan.Engemoen@gov.bc.ca

----Original Message----

From: Chong, Gordon LTSA:EX

Sent: Wednesday, June 20, 2007 4:24 PM

To: Engemoen, Susan ILMB:EX

Subject: File: 3404262

Hi Susan,

I have received a request for a parcel designation over lots 1347, 5102 and blocks A and B of Lot 5106 along with all that foreshore etc.... When I investigated lot 1347, it showed filled a concrete wall along with fill in the area. The present policy for new applications when we give out designations is to separate land from water. My proposal to you is, I will cancel all lots involved, issue a new lot designation for the filled area (1tu1141) and the balance of the water area will become one new DL. With that in mind, I would then request that all the tenure be moved over to the new DL's when the survey is completed. If you agree or disagree with my proposal, please inform me as to how you would like the changes made.

Gordon Chong Technologist, Surveyor General Services Surveyor General Division Land Title and Survey Authority of British Columbia Phone: (250) 952-5007 Fax: (250) 387-1830

Web site: www.ltsa.ca e-mail:Gordon.Chong@ltsa.ca

This communication and all attachments are intended only for the addressee and are confidential. If you receive this communication in error, delete it and notify me immediately. Thank you.

Engemoen, Susan ILMB:EX

From: Chong, Gordon LTSA:EX

Sent: Wednesday, June 20, 2007 4:24 PM

To: Engemoen, Susan ILMB:EX

Subject: File: 3404262

Hi Susan,

I have received a request for a parcel designation over lots 1347, 5102 and blocks A and B of Lot 5106 along with all that foreshore etc.... When I investigated lot 1347, it showed filled a concrete wall along with fill in the area. The present policy for new applications when we give out designations is to separate land from water. My proposal to you is, I will cancel all lots involved, issue a new lot designation for the filled area (1tu1141) and the balance of the water area will become one new DL. With that in mind, I would then request that all the tenure be moved over to the new DL's when the survey is completed. If you agree or disagree with my proposal, please inform me as to how you would like the changes made.

Gordon Chong Technologist, Surveyor General Services Surveyor General Division Land Title and Survey Authority of British Columbia Phone: (250) 952-5007 Fax: (250) 387-1830

Web site: www.ltsa.ca e-mail:Gordon.Chong@ltsa.ca

This communication and all attachments are intended only for the addressee and are confidential. If you receive this communication in error, delete it and notify me immediately. Thank you.

I AGREE WITH THE MEONE PROPOSAL

Engemoen, Susan ILMB:EX

From: Engemoen, Susan ILMB:EX

Sent: Monday, June 11, 2007 2:28 PM

To: 'Dr.L.A. MacAulay'

Cc: Johnson, Jerry ILMB:EX

Subject: RE: File 3404262 - Vernon Yacht Club

Thanks Lawrence for the email....yes Jerry spoke to me about this tenure and it was decided to give you the 2 year interim licence, with the tenure offer to (obtain survey) as the survey and documents would not be able to be completed by the expiry date of July 12, 2007.

If we had been aware of the licence being switched to a lease prior to the replacement going out, then originally you would have been offered the interim licence instead of the regular tenure for 10 years. The Surveyor General's office requires proof a tenure offer to obtain survey before providing the surveyor with the survey instructions.

Once the documents are signed and returned, the interim licence will be issued and sent to you. Upon completion of the survey a lease will be issued and the interim licence will be cancelled.

Sorry for any inconvenience this may have caused.

Should you require further information, please contact me as noted below.

Sue

Susan Engemoen

Susan Engemoen
Portfolio Administrator
Regional Client Services Division
Integrated Land Management Bureau
3rd Floor, 145 3rd Avenue
Kamloops, BC V2C 3M1

Phone: (250) 377-7019 Fax: (250) 377-7036

E-mail: Susan.Engemoen@gov.bc.ca

----Original Message----

From: Dr.L.A. MacAulay [mailto:s.22 Sent: Monday, June 11, 2007 11:33 AM

To: Engemoen, Susan ILMB:EX

Subject: RE: File 34042 6 2 - Vernon Yacht Club

Hi Susan,

I'm not sure if you understood that Jerry and I have been talking about a lease and we have had a land surveyor working on all the necessary documents now for the last two months (at considerable cost). Initially, when I spoke to Jerry, he had indicated that I was to sign the (10 year) licence and then it would be converted to a lease as soon as the necessary documents etc. were prepared by the surveyor. I 'm not sure what the 2 year interim licence would do for us, since I think the land surveyor is probably close to completion of his work?

Lawrence

From: Engemoen, Susan ILMB:EX [mailto:Susan.Engemoen@gov.bc.ca]

Sent: Friday, June 08, 2007 10:45 AM

To: \$.22

Subject: File 34042 6 2 - Vernon Yacht Club

Good morning Lawrence, in reference to your email dated June 1, 2007 to Jerry Johnson, It was decided to give you an interim licence for 2 years. I have sent you new tenure documents to sign. You should receive the documents within a few days.

Please sign both documents and acceptance page (page 5 of the Tenure Offer) and return to me.

Should you require further information, please contact me as noted below.

Thanks

Sue

Susan Engemoen

Susan Engemoen
Portfolio Administrator
Regional Client Services Division
Integrated Land Management Bureau
3rd Floor, 145 3rd Avenue
Kamloops, BC V2C 3M1
Phone: (250) 377-7019

Fax: (250) 377-7036

E-mail: Susan.Engemoen@gov.bc.ca

Enger cen, Susan ILMB:EX

From:

Engemoen, Susan ILMB:EX

Sent:

Friday, June 8, 2007 10:45 AM

To:

s.22

Subject:

File 3404252 - Vernon Yacht Club

Good morning Lawrence, in reference to your email dated June 1, 2007 to Jerry Johnson, It was decided to give you an interim licence for 2 years. I have sent you new tenure documents to sign. You should receive the documents within a few days.

Please sign both documents and acceptance page (page 5 of the Tenure Offer) and return to me.

Should you require further information, please contact me as noted below.

Thanks

Sue

Susan Engemoen
Susan Engemoen

Portfolio Administrator

Regional Client Services Division Integrated Land Management Bureau

3rd Floor, 145 3rd Avenue Kamloops, BC V2C 3M1 Phone: (250) 377-7019 Fax: (250) 377-7036

E-mail: Susan.Engemoen@gov.bc.ca



Ministry of Agriculture and Lands 3rd Floor, 145-3rd Ave. Kamloops, BC V2C 3M1

Telephone No: 250-377-7019 Facsimile No: 250-377-7019

GST Registration No: R107864738

Your contact is: Susan Engemoen

Our file: 3404262

TENURE OFFER (TO OBTAIN SURVEY)

June 6, 2007

VERNON YACHT CLUB 7919 Okanagan Landing Rd Vernon, BC V1H 1H1

Dear Sir/Madam:

Re: Your Application for a Tenure over Crown Land

This offer rescinds the previous tenure offer dated January 18, 2007. Please return both copies of this tenure.

Your application for a tenure for commercial marina excluding the moorage of houseboats purposes over:

District Lots 1347 and 5102 and Blocks A and B, District Lot 5106 together with all that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lots 5 to 10 inclusive of District Lots 6 and 4709, Osoyoos Division Yale District, Plan 3932, containing 4.0075 hectares, more or less

(the "Land") has been accepted by us subject to fulfillment of certain survey requirements.

This is to replace Licence No. 337244 which expires July 12, 2007.

As per your e-mail dated June 1, 2007, we have issued you an Interim Licence to complete the survey. Once the survey is completed then a Lease will be offer to you.

Within 45 days from the date of this letter you must submit to us a letter from a British Columbia Land Surveyor confirming that you have hired the surveyor to prepare a boundary survey of the Land at your expense.

In order to enable you to enter upon the Land pending completion of the required survey, we are offering you an Interim Licence on the conditions set out in this letter.

-2-

Once the survey has been completed to our satisfaction, we will make an offer to you of a lease, in accordance with the Ministry policy then in effect.

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

Deadline for Your Acceptance of this Offer

To accept this offer, you must sign all copies of the enclosed Interim Licence documents and return them to us August 7, 2007, together with each of the items listed below under the heading "Conditions of Offer". If you do not wish to accept this offer, please check the applicable box on the Response to Offer page and sign and return that page to us so that we may record your rejection of our offer.

Conditions of Offer

Monies Payable

You must deliver to us the monies payable as follows:

*Licence Fee *Application Fee GST Total		\$ 12,604.00 200.00 768.24
Other (credit) Application Fee Licence Fee	\$ 200.00 12,604.00	
GST Total Credits	768.24	(<u>13,572.24</u>)
Total Fees Payable		\$ <u>0.00</u>

^{*} denotes GST payable

Your cheque or money order must be payable to the Minister of Finance and be delivered to 3rd Floor, 145-3rd Ave. Kamloops, BC V2C 3M1. Please quote our file number when sending us your payment.

Development Plan

A signed and dated Site Development Plan has been received by this office.

Security

The security deposit in the amount of \$2,500.00 will be retained to guarantee the performance of your obligations under the licence.

Insurance

We have receipt of insurance for \$5,000,000.00 from HUB International Barton Insurance Brokers

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

If you sign the Interim Licence documents and return them to us August 7, 2007 (unless this deadline is extended in writing by us), together with each of the items listed in this section, the Interim Licence documents will be signed on behalf of the Province. We will then return an executed copy of the Interim Licence to you. If the Interim Licence documents and each of the items listed in this section are not returned to us August 7, 2007, we will be under no further obligation to issue the Interim Licence to you and this offer will terminate.

2. Acknowledgments of the Applicant

By accepting this offer, you agree that:

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

3. Your Representations

By accepting this offer, you confirm that:

- (a) You (or your authorized representative) have inspected the Land and are fully aware of its condition.
- (b) You have knowledge of all municipal and regional bylaws regulating the use and development of the Land.
- (c) You acknowledge that you have no right to use or occupy the Land unless and until the Interim Licence is issued to you under this offer.
- (d) Your society is incorporated or registered under the Society Act under 16906 and has the legal capacity to acquire land.

Freedom of Information

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

Yours truly,

Authorized representative

& Genkins

- 5 -

Response to Offer of Interim Licence

File No. 3404262

Ministry of Agriculture and Lands 3rd Floor, 145-3rd Ave. Kamloops, BC V2C 3M1

Kalliloops, BC V2	C SIVI I	
Dear Susan Enge	moen:	
Re: Application	for Interim Licence	
		offer of an Interim Licence made to dated June 6, 2007 from the Ministry of
	way of a letter dated Jun	an Interim Licence made to me/us by le 6, 2007 from the Ministry of d enclose all copies of the Interim signed.
DATED the	of,	
Applicant's signature representative's si		Applicant's signature/Applicant's representative's signature
Print name of pers	on signing	Print name of person signing

DRITISH COLUMBIA

LICENCE OF OCCUPATION

Licence No.:

File No.: 3404262

Disposition No.: 865077

THIS AGREEMENT is dated for reference July 12, 2007 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:

VERNON YACHT CLUB Society No. 16909 7919 Okanagan Landing Rd Vernon, BC V1H 1H1

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

- 1.1 In this Agreement,
 - "Agreement" means this licence of occupation;
 - "Commencement Date" means July 12, 2007:
 - "disposition" has the meaning given to it in the Land Act and includes a licence of occupation;
 - "Fees" means the fees set out in Article 3;
 - "Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

Disposition No.: 865077

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

District Lots 1347 and 5102 and Blocks A and B, District Lot 5106 together with all that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lots 5 to 10 inclusive of District Lots 6 and 4709, Osoyoos Division Yale District, Plan 3932, containing 4.0075 hectares, more or less,

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

- "Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;
- "Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;
- "Term" means the period of time set out in section 2.2;
- "we", "us" or "our" refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as "the parties"; and
- "you" or "your" refers to the Licensee.
- 1.2 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

Disposition No.: 865077

File No.: 3404262

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

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

ARTICLE 2 - GRANT AND TERM

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

ARTICLE 3 - FEES

3.1 You will pay to us:

- for the first year of the Term, Fees of \$12,604.00, payable in advance on the Commencement Date; and
- (b) for each year during the remainder of the Term, the Fees either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.
- We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Fees payable by you under subsection 3.1(b) for the subsequent year of the Term and we will establish such Fees in accordance with our policies applicable to your use of the Land under this Agreement.
- 3.3 If we do not give notice to you under section 3.2, the Fees payable by you under section 3.1(b) for the year for which notice was not given will be the same as the Fees payable by you for the preceding year of the Term.

ARTICLE 4 - COVENANTS

4.1 You must

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- 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
 - all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep

Disposition No.: 865077

Disposition No.: 865077

File No.: 3404262

the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do
 anything on the Land that may be or become a nuisance or annoyance to an owner or
 occupier of land in the vicinity of the Land;
- use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, to or into the Land except as necessary for the purposes set out in section 2.1 and, despite those purposes, you will not construct, place, anchor, secure or affix anything on or to the Land that may interfere with the riparian right of access of any person over the Land without first obtaining from that person a statutory right of way, in registrable form and in our favour, by which that person allows us to curtail his or her riparian right of access over the Land;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (l) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
- (m) not use construction materials containing toxic substances;

(n) not without prior written consent from us

- (i) deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land;
- (o) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the Heritage Conservation Act;
- (p) not alter, repair or add to any Improvement without our prior written consent;
- (q) if any soil is disturbed by you as a result of your construction or maintenance of the Improvements, at your expense, restore the surface of the Land to a condition satisfactory to us;
- (r) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within 12 months;
- (s) operate a sanitary pump out facility on the site that is available to club members and the public;
- take reasonable steps to prevent the undue accumulations of floating debris west of the breakwater;
- not impede access to the adjacent private Lots 11 and 12, District Lot 6 and 4709, Osoyoos Division Yale District, Plan 3932;
- not anchor or secure any buildings, structures or improvements on the Land except as shown in the Development Plan attached hereto;
- not construct a fence, bulkhead, groin, breakwater, floating boom or any structure by another name which acts in a like manner, on the Land, without the prior written consent of the Owner;
- (x) in each and every year during the term of this Licence within 90 days of an anniversary of the Commencement Date deliver to the Owner a Statutory Declaration containing:
 - the amount of lineal footage of moorage space developed on the land;
 - (ii) the monthly moorage charge per lineal foot for open moorage space;
 - (iii) the number of months, or portion thereof, the operation is open for business;

STANDARD LICENCE

Page 6 of / S

Disposition No.: 865077

(iv) the ancillary uses in the operation;

- (v) the amount of business generated during the months of closure;
- (y) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
- (z) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

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

- (aa) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

Disposition No.: 865077

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

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

ARTICLE 5 - LIMITATIONS

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

Disposition No.: 865077

(e) we may make other dispositions of or over the Land;

- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the Land Act in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- you will not dredge or displace beach materials on the Land without our prior written consent;
- (j) you will not moor or secure any boat or structure to the Improvements or on any part of the Land for use as a live-aboard facility, whether permanent or temporary;
- you will not interrupt or divert the movement of water or of beach materials by water along the shoreline without our prior written consent;
- you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (m) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(aa)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(aa)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(aa)(iii); and
- (n) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

Disposition No.: 865077

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us security in the amount of \$2,500.00 which will
 - (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
 - (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

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

6.6 You must

(a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the

Licence File No.: 3404262

Disposition No.: 865077

Improvements;

(b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;

- (c) ensure that all insurance required to be maintained by you under this Agreement is
 - placed with insurers licensed in British Columbia,
 - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
 - (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.
- 6.7 You acknowledge that we may, from time to time, notify you to
 - (a) change the amount of insurance set out in subsection 6.6(a); and
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

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

ARTICLE 7 - ASSIGNMENT

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

Licence

File No.: 3404262

Disposition No.: 865077

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

ARTICLE 8 - TERMINATION

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

Disposition No.: 865077

winding up;

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

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

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

ARTICLE 9 - DISPUTE RESOLUTION

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

Disposition No.: 865077

that are closest to Kamoops, British Columbia.

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

ARTICLE 10 - NOTICE

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

to us

MINISTRY OF AGRICULTURE AND LANDS 3rd Floor, 145-3rd Ave. Kamloops, BC V2C 3M1;

to you

VERNON YACHT CLUB 7919 Okanagan Landing Rd Vernon, BC V1H 1H1;

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.

- 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

Disposition No.: 865077

constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicence, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicence, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
 - (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.

11.6 You agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

Disposition No.: 865077

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

Licence	File No.: 3404262
	Disposition No.: 865077

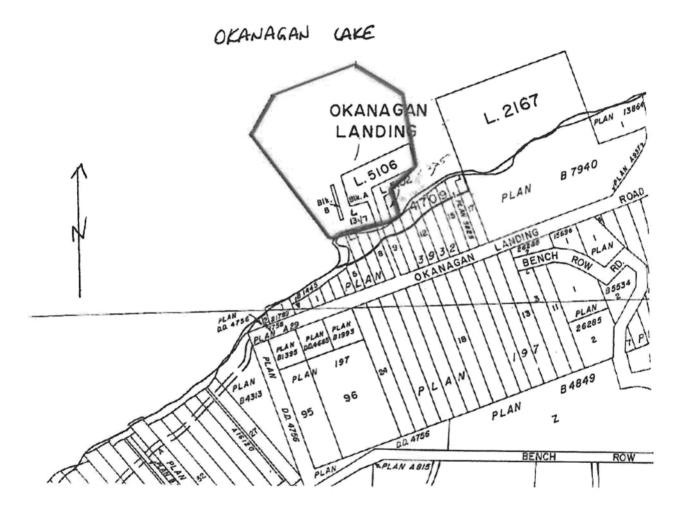
SIGNED on behalf of VERNON YACHT CLUB by a duly authorized signatory

Authorized Signatory

Disposition No.: 865077

LEGAL DESCRIPTION SCHEDULE

District Lots 1347 and 5102 and Blocks A and B, District Lot 5106 together with all that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lots 5 to 10 inclusive of District Lots 6 and 4709, Osoyoos Division Yale District, Plan 3932, containing 4.0075 hectares, more or less



Report Id: CI01

File # Entered: 3404262 Document # 5 'ered:

Land and Water British Columbia Inc **Customer Inquiry Report**

Run Date: JUN-05-2007

Run Time: 02:15:04 PM

Page: 1

of 1

Financial Data Last Updated: JAN-01-2020

Tenure Data Last Updated: JAN-01-2020

LICENCE

LICENCE OF OCCUPATION

Stage:

APPLICATION

File Number:

3404262

SubType:

Type:

COMMERCIAL

Status:

OFFER ACCEPTED

Purpose: SubPurpose:

MARINA

Commencement:

Document Number:

Expiry: Next Review:

FEB-01-2017 FEB-01-2017

IP Number: Disposition ID: 9486 858488

Location:

OKANAGAN LNDNG

Legal Desc:

District Lots 1347 and 5102 and Blocks A and B, District Lot 5106 together with all that unsurveyed Crown foreshore being par

Client Name:

VERNON YACHT CLUB

Royalty Rate:

Gross Percent:

Telephone:

Royalty Unit:

Client File:

Area Ha:

4.0075

12,604.00

Prepaid Amt:

Land Value: Determined By: 0.00

Rent Amt: Mgmt Fee:

Regional Office:

Southern Interior Region - Kamloop

Security Amt: Security Type:

0.00 0.00 0.00

Regional Office Phone #: 250 377-7000

\$0.00

Notes:

NO

Total Balance Owing:

Invoice	Class					
Number	Class	Item Description	Item Amount	Payment/ Adjustment Date	Payment(s)	Invoice Balance
127470	INVOICE	Annual Rent - Region 3	200.00 12,604.00 768.24	MAR-14-2007	13,572.24	0.00
447588			7,147.00 428.82	JUN-22-2006	7,575.82	0.00
113702		2,222	100.00 7.00	JAN-04-2006	107.00	0.00
427437			7,147.00 500.29	JUN-24-2005	7,647.29	0.00
408278			7,147.00 500.29	JUL-22-2004	7,647.29	0.00
390304			7,147.00 500.29	AUG-06-2003	7,647.29	0.00
	127470 447588 113702 427437 408278	127470 INVOICE	127470 INVOICE AF3 Application Fee - Reg 3 INVOICE Annual Rent - Region 3 INVOICE Tax 447588 INVOICE Annual Rent: Fixed By Agreement INVOICE Tax 113702 INVOICE AMF INVOICE Tax 427437 INVOICE Annual Rent: Fixed By Agreement INVOICE Tax 408278 INVOICE Annual Rent: Fixed By Agreement INVOICE Tax	127470 INVOICE AF3 Application Fee - Reg 3 INVOICE Annual Rent - Region 3 I2,604.00 INVOICE Tax 200.00 INVOICE Annual Rent - Region 3 I2,604.00 INVOICE Tax 12,604.00 I2,604.00 I2,604.00 IXVOICE Tax 768.24 447588 INVOICE Annual Rent: Fixed By Agreement INVOICE Tax 7,147.00 IXVOICE IXVOICE IXVOICE IXVOICE IXVOICE IXX 100.00 IXVOICE IXXIXVOICE IXXIXVO	127470	127470

Engemeen, Susan ILMB:EX

241 tobotation survey regular offer law. For. Insterior licence

From: Sent:

Johnson, Jerry ILMB:EX Friday, June 1, 2007 4:23 PM

To:

Engemoen, Susan ILMB:EX

Subject:

FW: Proposed lease area for Vernon Yacht Club file 3404262

Sue, please discuss with me.

Jerry Johnson Senior Land Officer, Crown Land Adjudication Integrated Land Management Bureau Ministry of Agriculture and Lands Phone (250)377-7027 FAX (250)377-7012 Email: Jerry.Johnson@gov.bc.ca Mailing address: 145-3rd Ave Floor 3, Kamloops BC V2C 3M1

----Original Message----

From: Dr. Lawrence MacAulay [mailto: s.22]

Sent: June 1, 2007 3:18 PM

To: 'Mark Budgen'

Cc: Johnson, Jerry ILMB:EX; s.22

Subject: RE: Proposed lease area for Vernon Yacht Club file 3404262

Hi Mark,

I just got off the phone talking to Jerry, when I received your email. Jerry indicated that in order to proceed with this it was necessary to first have the signed License offer which, as we discussed, I have already signed.

Jerry will be checking with his staff to ensure that they do have the signed copy of the License offer. His staff will then get in touch with you or me next week about this, in order to send you a copy of the signed License offer.

Lawrence

----Original Message----

From: Mark Budgen [mailto:mbudgen@monasheesurveying.com]

Sent: Friday, June 01, 2007 2:57 PM

To: Johnson, Jerry ILMB:EX

Cc: s.22

; Rob Tupper

Subject: RE: Proposed lease area for Vernon Yacht Club file 3404262

Hi Jerry,

The document you sent for Lawrence to sign is the license of occupation that covers a ten year term. Lawrence indicated that he has already signed this and sent it back to you but that the Yacht Club wants to proceed with a 30 year lease option which requires the Land Act plan to create the new District Lot. Am I missing something or can this license be converted to a lease option with a longer term once the Land Act plan is done?

Mark

ENTERED JUN 5 2007.

Mark Budgen, P.Eng.

Monashee Surveying and Geomatics

www.monasheesurveying.com

Tel: 250-545-5990 Fax: 250-545-5912 Cell: 250-309-0302 ----Original Message----

From: Johnson, Jerry ILMB:EX [mailto:Jerry.Johnson@gov.bc.ca]

Sent: ursday, May 31, 2007 3:01 PM

To: Mark Budgen

Subject: RE: Proposed lease area for Vernon Yacht Club file 3404262

Mark, as discussed please have the attached offer signed and send it to Jim Sutherland.

Jerry Johnson

Senior Land Officer, Crown Land Adjudication Integrated Land Management Bureau Ministry of Agriculture and Lands Phone (250)377-7027 FAX (250)377-7012

Email: Jerry.Johnson@gov.bc.ca

Mailing address: 145-3rd Ave Floor 3, Kamloops BC V2C 3M1

----Original Message----

From: Sutherland, Jim E LTSA:EX Sent: May 31, 2007 2:40 PM To: Johnson, Jerry ILMB:EX

Cc: 'Mark Budgen'

Subject: RE: Proposed lease area for Vernon Yacht Club file 3404262

Hi Jerry:

The land surveyor needs to send this office the complete signed offer of License of Occupation and you need to change the disposition in Tantalis to a lease. We will check that the shape is the same.

Regards,

Jim Sutherland, BCLS (Tel: 250 - 952-5328 Fax: 387-1830)
Land Title and Survey Authority of British Columbia
Surveyor General Division
Civic: 3400 Davidson Ave., Victoria, BC, V8Z 3P8
Mailing: PO Box 9390, Victoria, BC V8W 9M8
http://www.ltsa.ca

This communication and all attachments are intended only for the addressee and are confidential. If you receive this communication in error, please delete it and notify me immediately. Thank you.

----Original Message---From: Johnson, Jerry ILMB:EX
Sent: May 31, 2007 11:58 AM
To: Sutherland, Jim E LTSA:EX

Cc: 'Mark Budgen'

Subject: RE: Proposed lease area for Vernon Yacht Club file 3404262

Jim, I had an inquiry from the surveyor (Mark Budgen) in regards to getting survey instructions on this lease. We have made an offer for a Licence of Occupation on this area, however, we are willing to change this to a lease subject to legal survey. Do you need anything further on this?

Jerry Johnson

Senior Land Officer, Crown Land Adjudication Integrated Land Management Bureau

Ministry of Agriculture and Lands

Phone (250)377-7027 FAX (250)377-7012

Email: Jerry.Johnson@gov.bc.ca

Mailing address: 145-3rd Ave Floor 3, Kamloops BC V2C 3M1

----Original Message----

From: Mark Budgen [mailto:mbudgen@monasheesurveying.com]

Sent: May 30, 2007 3:36 PM To: Johnson, Jerry ILMB:EX

Cc: R Tupper

Subject: RE: Sketch showing proposed lease area for Vernon Yacht Club file 3404262

Hi Jerry,

Do you have a copy of the lease offer that you can send to me so that I can get the Parcel Designation from the Surveyor Generals office? Thank you ion advance for your consideration in this matter.

Mark

Mark Budgen, P.Eng. Monashee Surveying and Geomatics www.monasheesurveying.com

Tel: 250-545-5990 Fax: 250-545-5912 Cell: 250-309-0302

----Original Message----

From: Johnson, Jerry ILMB:EX [mailto:Jerry.Johnson@gov.bc.ca]

Sent: Tuesday, May 15, 2007 8:01 AM

To: Mark Budgen

Subject: FW: Sketch showing proposed lease area for Vernon Yacht Club file 3404262

Here is a copy of the sketch.

Jerry Johnson

Senior Land Officer, Crown Land Adjudication Integrated Land Management Bureau Ministry of Agriculture and Lands Phone (250)377-7027 FAX (250)377-7012

Email: Jerry.Johnson@gov.bc.ca

Mailing address: 145-3rd Ave Floor 3, Kamloops BC V2C 3M1

----Original Message----

From: plwkm117@lwbc.bc.ca [mailto:plwkm117@lwbc.bc.ca]

Sent: May 15, 2007 7:21 AM To: Johnson, Jerry ILMB:EX

Subject: Scanned document <1 page ~99 KB> -- 5/15/2007 7:20:58 AM

No virus found in this incoming message.

Checked by AVG Free Edition.

Version: 7.5.472 / Virus Database: 269.8.6/828 - Release Date: 6/1/2007 11:22 AM

No virus found in this incoming message.

Checked by AVG Free Edition.

Version: 7.5.472 / Virus Database: 269.8.6/828 - Release Date: 6/1/2007 11:22 AM

No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.5.472 / Virus Database: 269.8.6/828 - Release Date: 6/1/2007 11:22 AM

John n, Jerry ILMB:EX

From:

Johnson, Jerry ILMB:EX

Sent:

May 31, 2007 11:58 AM Sutherland, Jim E LTSA:EX

To: Cc:

'Mark Budgen'

Subject:

RE: Proposed lease area for Vernon Yacht Club file 3404262

Jim, I had an inquiry from the surveyor (Mark Budgen) in regards to getting survey instructions on this lease. We have made an offer for a Licence of Occupation on this area, however, we are willing to change this to a lease subject to legal survey. Do you need anything further on this?

Jerry Johnson

Senior Land Officer, Crown Land Adjudication

Integrated Land Management Bureau Ministry of Agriculture and Lands Phone (250)377-7027 FAX (250)377-7012

Email: Jerry.Johnson@gov.bc.ca

Mailing address: 145-3rd Ave Floor 3, Kamloops BC V2C 3M1

----Original Message----

From: Mark Budgen [mailto:mbudgen@monasheesurveying.com]

Sent: May 30, 2007 3:36 PM To: Johnson, Jerry ILMB:EX

Cc: Rob Tupper

Subject: RE: Sketch showing proposed lease area for Vernon Yacht Club file 3404262

Hi Jerry,

Do you have a copy of the lease offer that you can send to me so that I can get the Parcel Designation from the Surveyor Generals office? Thank you ion advance for your consideration in this matter.

Mark

Mark Budgen, P.Eng.

Monashee Surveying and Geomatics

www.monasheesurveying.com

Tel: 250-545-5990 Fax: 250-545-5912 Cell: 250-309-0302

----Original Message----

From: Johnson, Jerry ILMB:EX [mailto:Jerry.Johnson@gov.bc.ca]

Sent: Tuesday, May 15, 2007 8:01 AM

To: Mark Budgen

Subject: FW: Sketch showing proposed lease area for Vernon Yacht Club file 3404262

Here is a copy of the sketch.

Jerry Johnson

Senior Land Officer, Crown Land Adjudication Integrated Land Management Bureau Ministry of Agriculture and Lands Phone (250)377-7027 FAX (250)377-7012

Email: Jerry.Johnson@gov.bc.ca

Mailing address: 145-3rd Ave Floor 3, Kamloops BC V2C 3M1

----Original Message----

From: plwkm117@lwbc.bc.ca [mailto:plwkm117@lwbc.bc.ca]

Sent: May 15, 2007 7:21 AM

John on, Jerry ILMB:EX

From:

Johnson, Jerry ILMB:EX

Sent:

May 15, 2007 8:06 AM

To:

'mbudgen@monasheesurveying.com'

Subject:

FW: Sketch showing proposed lease area for Vernon Yacht Club file 3404262



SFX14B.pdf (99 KB)

Here is a copy of the sketch.

Jerry Johnson

Senior Land Officer, Crown Land Adjudication

Integrated Land Management Bureau Ministry of Agriculture and Lands Phone (250)377-7027 FAX (250)377-7012

Email: Jerry.Johnson@gov.bc.ca

Mailing address: 145-3rd Ave Floor 3, Kamloops BC V2C 3M1

----Original Message----

From: plwkm117@lwbc.bc.ca [mailto:plwkm117@lwbc.bc.ca]

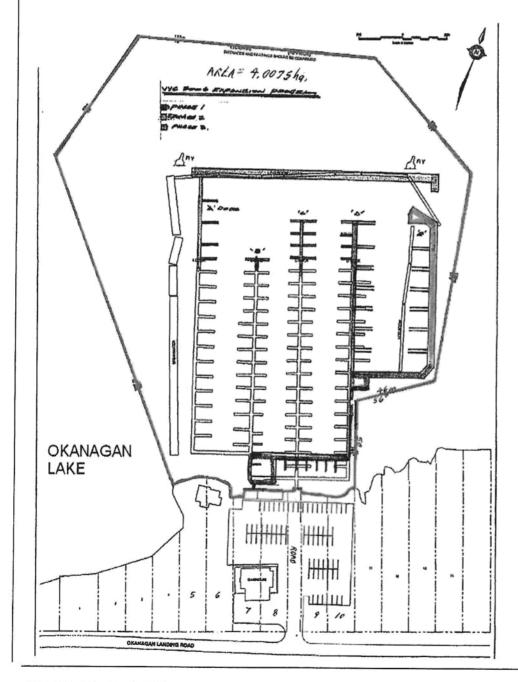
Sent: May 15, 2007 7:21 AM To: Johnson, Jerry ILMB:EX

Subject: Scanned document <1 page ~99 KB> -- 5/15/2007 7:20:58 AM

Disposition No.: 858488

LEGAL DESCRIPTION SCHEDULE

District Lots 1347 and 5102 and Blocks A and B, District Lot 5106 together with all that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lots 5 to 10 inclusive of District Lots 6 and 4709, Osoyoos Division Yale District, Plan 3932, containing 4.0075 hectares, more or less

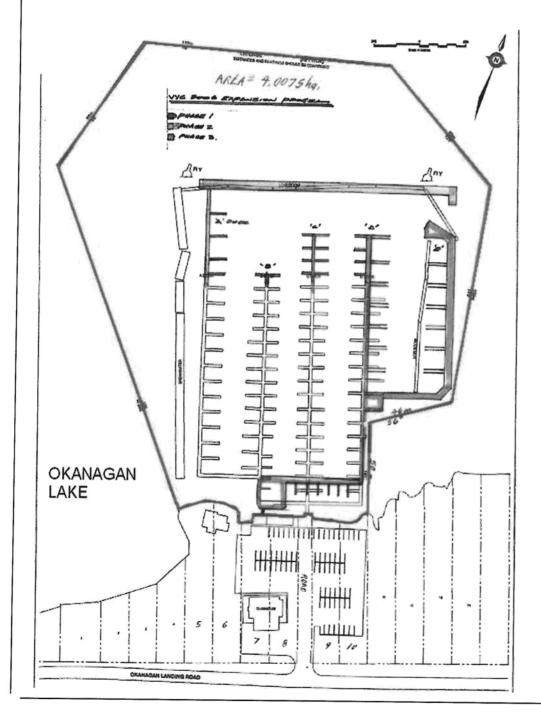


Licence File No.: 3404262

Disposition No.: 858488

LEGAL DESCRIPTION SCHEDULE

District Lots 1347 and 5102 and Blocks A and B, District Lot 5106 together with all that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lots 5 to 10 inclusive of District Lots 6 and 4709, Osoyoos Division Yale District, Plan 3932, containing 4.0075 hectares, more or less



MARINA & YC LICENCE Page 19 of 19



Phone: (250) 545-5518 • Fax: (250) 545-0388 Email: vernonyachtclub.org • Website: www.vernonyachtclub.org REGEIVED

Integrated Land Management Sureau

APR 1 1 2007

April 5, 2007

Integrated Land Management Branch Ministry of Agriculture and Lands 3rd Floor, 145 – 3rd Avenue KAMLOOPS, BC V2C 3M1

Ministry of Agriculture and Lands KAMLOOPS, BC

Attention: Susan Engemoen

Re: Vernon Yacht Club, your file 3404262

Thank you for your letter dated March 26, 2007 requesting both copies of the document be signed and returned to you, and that an updated insurance certificate be sent to you.

Please find enclosed two signed copies of the tenure document with this letter.

I will have our insurance broker (John Beevor-Potts of Barton Insurance in Salmon Arm) fax you an updated insurance form.

As I mentioned in my last letter and discussed with Jerry Johnson, we have decided to go ahead with a 30 year lease instead of a 10 year water license. We have instructed our BC Land surveyor to do the necessary work and file the necessary documents which will be forwarded to you as soon as they are ready. As Jerry indicated to me, we trust that the water license will be in effect until the lease is ready to be filed.

Sincerely,

Lawrence MacAulay, Past Commodore

Vernon Yacht Club

dmm

Enclosures: copy tenure offer

copy site development plan

two signed license of occupation documents

Engemoen, Susan ILMB:EX

From: Dr.L.A.

Dr.L.A. MacAulay \$.22

Sent:

April 6, 2007 3:27 PM

To:

'John Beevor-Potts'

Cc:

Engemoen, Susan ILMB:EX; \$.22

; 'Lawrence and Donna MacAulay'

Subject: Certificate of Insurance for the Yacht Club

Hi John,

The Integrated Land Management Branch in Kamloops requires an updated copy of the Certificate of Insurance for expansion. You may remember filling one out for me a couple of months ago.

Would it be possible to send an updated copy by fax to Susan Engemoen at the Land Management Branch? Her email address is copied above and her fax is 250 377 7036.

I am faxing a copy of the certificate you filled out (and a blank copy for your convenience) to your office today. I am away for 10 days. If you have any problems please let \$.22 know.

Thanks for your help John.

Lawrence

Vernon Yacht Club 7919 Okanagan Landing Road Vernon, BC V1H 1H1

April 5, 2007

Integrated Land Management Branch Ministry of Agriculture and Lands 3rd Floor, 145 – 3rd Avenue KAMLOOPS, BC V2C 3M1

Emailed for convenience, hard copy in the mail

Attention: Susan Engemoen

Re: Vernon Yacht Club, your file 3404262

Thank you for your letter dated March 26, 2007 requesting both copies of the document be signed and returned to you, and that an updated insurance certificate be sent to you.

Please find enclosed two signed copies of the tenure document with this letter.

I will have our insurance broker (John Beevor-Potts of Barton Insurance in Salmon Arm) fax you an updated insurance form.

As I mentioned in my last letter and discussed with Jerry Johnson, we have decided to go ahead with a 30 year lease instead of a 10 year water license. We have instructed our BC Land surveyor to do the necessary work and file the necessary documents which will be forwarded to you as soon as they are ready. As Jerry indicated to me, we trust that the water license will be in effect until the lease is ready to be filed.

Sincerely,

Lawrence MacAulay, Past Commodore Vernon Yacht Club

dmm

Enclosures: copy tenure offer

copy site development plan

two signed license of occupation documents



File: 3404262

March 26, 2007

VERNON YACHT CLUB 7919 Okanagan Landing Road Vernon, BC V1H 1H1

Dear Lawrence MacAulay:

Further to your letter dated March 8, 2007 we have received the fees payable, the signed acceptance page and site plan. However to complete this Agreement we must have **both** copies of the document signed and returned to us. I have enclosed the unsigned tenure document to be completed.

The insurance certificate that was sent to us expires on April 4, 2007. Please have a new certificate sent to us.

Once we receive both signed tenure documents, we will return one original for your records. Please provide us with the above mentioned items prior to April 26, 2007.

Should you have any questions regarding this matter please contact me.

Yours truly,

Susan Engemoen
A/Portfolio Administrator
Regional Client Services Division
Integrated Land Management Bureau
Ministry of Agriculture and Lands

Enclosure

- Sent colling aprilon

Facsimile: 250-377-7036

7919 Okanagan Landing Road, Vernon, BC V1H 1H1
Phone: (250) 545-5518 • Fax: (250) 545-0388

Integrated Land Management Bureau

March 8, 2007 Ministry of Agriculture and Lands 3rd Floor, 145 – 3rd Avenue KAMLOOPS, BC V2C 3M1 KAMLOOPS, BC

Attention: Susan Engemoen

Re: Vernon Yacht Club, Your File 3404262

Thank you for your letter of January 18, 2007 regarding Vernon Yacht Club's application for a license for a commercial marina.

Email: vernonyachtclub.org • Website: www.vernonyachtclub.org

I discussed with Jerry Johnson the possibility of changing our ten year "water license" to a twenty year term, or changing our "water license" to a thirty year lease. We have decided to go with the thirty year lease, and have instructed our BC Land Surveyor, Mark Budgeon to proceed with the necessary surveying and filing. He has spoken to Jerry about what is required. In my last discussion with Jerry, he indicated that it would be satisfactory to submit our payment along with the tenure offer acceptance and insurance verification, which will allow our license to be in effect until the lease requirements are met, and also that there would be no further costs to switch the licence to a lease once the documents are ready. Mr. Budgeon has indicated that this would take about two months.

Therefore, I have enclosed with this letter for your files:

1. A copy of the License of Occupation

2. A signed copy of the Tenure Offer

3. A copy of the Insurance Endorsement

4. A cheque in the amount of \$13,572.24

I will send you the necessary completed surveying documentation, as soon as they are provided to us. Is there any thing else that I will need to provide to you to complete the thirty year lease agreement?

Sincerely,

Lawrence MacAulay, Past Commodore

Vernon Yacht Club

Copies: Rob Ladan, Commodore VYC

Mike Barcham, Vice Commodore, VYC

Doug Stewart, Treasurer, VYC



Ministry of Agriculture and Lands 3rd Floor, 145-3rd Ave. Kamloops, BC V2C 3M1

Telephone No: 250-377-7019 Facsimile No: 250-377-7036

GST Registration No: R107864738

e-offered 2001

Your contact is: Susan Engemoen

Our file: 3404262

TENURE OFFER

January 18, 2007

VERNON YACHT CLUB 7919 Okanagan Landing Rd Vernon, BC V1H 1H1

Dear Sir/Madam:

Re: Your Application for a Tenure over Crown Land

Your application for a licence for commercial marina excluding the moorage of houseboats purposes over:

District Lots 1347 and 5102 and Blocks A and B, District Lot 5106 together with all that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lots 5 to 10 inclusive of District Lots 6 and 4709, Osoyoos Division Yale District, Plan 3932, containing 4.0075 hectares, more or less

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

This is to replace Licence No. 337244.

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

Deadline for Your Acceptance of this Offer

This offer may be accepted by you on or before March 19, 2007 (unless this deadline is extended in writing by us). To accept this offer, you must complete and return to us the enclosed acceptance page by that time. If you do not wish to accept this offer, please check the applicable box on the acceptance page and sign and return the page to us so that we may record your rejection of our offer.

1. Conditions of Offer

Enclosed are two copies of your licence. If you accept this offer by returning the acceptance page to us within the time set out above, you must then execute and return these documents to us on or before March 19, 2007 together with all of the following:

Monies Payable

You must deliver to us the following amounts:

Licence Fee	*\$	12,604.00
Application Fee	*\$	200.00
GST Total	\$	768.24
Total Fees Payable	\$	13,572.24

^{*} denotes GST payable

Your cheque or money order must be payable to the Minister of Finance and be delivered to 3rd Floor, 145-3rd Ave. Kamloops, BC V2C 3M1. Please quote our file number when sending us your payment.

Development Plan

A Site Development Plan is required to be submitted. I have enclosed a plan for your convenience. Please date and sign if the Site Development Plan is correct. If there are any changes required, please make appropriate changes, initial changes, date and sign and return to our office on or before March 19, 2007.

Security

The security deposit in the amount of \$2,500.00 will be retained to guarantee the performance of your obligations under the licence.

- 3 -

Insurance

You must deliver to us a Province of British Columbia Certificate of Insurance for the insurance required to be maintained under the licence. A sample certificate is enclosed. The Certificate must confirm the following:

- You have obtained, as required under the licence, a comprehensive/commercial general liability insurance policy with a limit of \$2,000,000.00 per occurrence;
- (ii) Her Majesty the Queen in Right of the Province of British Columbia, is an additional insured under the policy; and
- (iii) The policy includes cross-liability and blanket contractual liability clauses or endorsements.

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

If you sign the licence documents and return them to us on or before March 19, 2007 (unless this deadline is extended in writing by us), together with each of the items listed in this section, the licence documents will be signed on behalf of the Province. We will then return an executed copy of the licence to you. If the licence documents and each of the items listed in this section are not returned to us on or before March 19, 2007, we will be under no further obligation to issue the licence to you and this offer will terminate.

2. Acknowledgments of the Applicant

By accepting this offer, you agree that:

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

- (e) Under the Land Act, this offer is not binding upon the Province until the licence is signed by the Province.
- (f) Time is of the essence in this offer.

3. Your Representations

By accepting this offer, you confirm that:

- (a) You (or your authorized representative) have inspected the Land and are fully aware of its condition.
- (b) You have knowledge of all municipal and regional bylaws regulating the use and development of the Land.
- (c) You acknowledge that you have no right to use or occupy the Land unless and until the licence is issued to you under this offer.
- (d) Your society is incorporated or registered under the Society Act under 16906 and has the legal capacity to acquire land.

Freedom of Information

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

Yours truly,

Authorized representative

Jerkins

File No.: 3404262

- 5 -Acceptance of Offer of licence

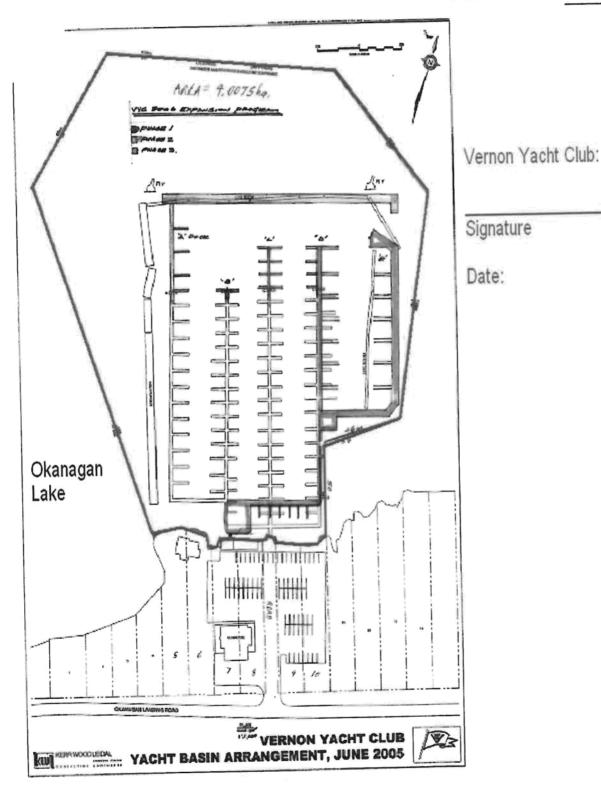
File No. 3404262

Ministry of Agriculture and Lands 3rd Floor, 145-3rd Ave. Kamloops, BC V2C 3M1

Dear Susan Engen	noen:	
Re: Application for	or licence	
	I/We accept the offer of licence made to me/us by way of a letter dated January 18, 2007 from the Ministry of Agriculture and Lands and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.	
		the offer of licence made to me/us by way of a y 18, 2007 from the Ministry of Agriculture and
DATED the of	f,	
Applicant's signatur representative's sig		Applicant's signature/Applicant's representative's signature
Print name of perso	on signing	Print name of person signing

Site Development Plan

File: 3404262



Page 118 to/à Page 119

Withheld pursuant to/removed as



REASONS FOR DECISION

January 16, 2007

FILE NUMBER:

3404262

APPLICANT: Vernon Yacht Club

BACKGROUND:

An amendment application was submitted by the applicant on an existing Licence of Occupation for additional moorage proposed by the Vernon Yacht Club. This licence fronts the applicant's private land on Okanagan Lake within the City of Vernon. The applicant has completed an Environmental Assessment as required by Navigable Waters.

The new licence is recommended for a term of 10 years with the proposed changes to the docks.

DECISION: OFFERED

An offer has been made subject to any terms and conditions that need to be met before tenure is

REASONS FOR DECISION:

The present use is consistent with provincial government policy. No impact on environmental values and no information indicate an impact to aboriginal interest on or adjacent to the land under application was found.

For More Information Contact:

Kevin Dickenson

Manager, Crown Land Adjudication Regional Client Services Division

Integrated Land Management Bureau

Ministry of Agriculture and Lands

Posted 1/57

City of Vernon

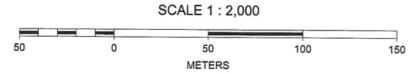
Road Centerlines

Air Photos

Vernon Photo (April 2004)

City Parcels

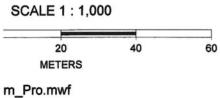






Vernon Yacht Club- City of Vernon





(2003 / 2004)



January 15, 2007 12:23 PM