

THIS PAGE MUST BE COMPLETED FOR ALL APPLICATIONS.

PLEASE READ THE LWBC APPLICATION FORM GUIDE WHEN COMPLETING THIS APPLICATION.

**PART 1 NAME(S) AND MAILING ADDRESS**

 Client Name ☐ OR Company Name ☐ OR Society Name ☐

Waddington Challenge Enterprises Ltd.

For applications made by more than one individual:

☐ Joint Tenants; or,  
☒ Tenants in Common ?

Your File Number (if applicable):

Contact Name of Agent (if applicable):

 Letter of Agency attached (see Form Guide for additional information): Yes ☐ No ☐

BC Incorpor. No., BC Registered No. or Society No.:

GST Registration Number:

 Age: 19 or over Yes ☒ No ☐

 Canadian Citizen or Permanent Resident Yes ☒ No ☐

Mailing Address

 Box 51  
 Tatla Lake, BC V0L 1V0

Postal Code:

 E-mail Address ~~info@waddingtonchallenge.com~~ info@waddingtonchallenge.com

Home Phone

(250) 476-1289

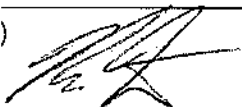
Business Phone

(250) 476-1289

Fax Number

(250) 476-1289

Applicant /Agent's Signature(s)



 Date April 15<sup>th</sup>, 2005

 Please Enclose Appropriate fees (see Fee Schedule <http://www.lwbc.bc.ca/01lwbc/leg/fees.html>)

**NOTE:** Make cheque or money order payable to Land & Water British Columbia Inc.

PLEASE RETAIN A COPY OF THIS APPLICATION FOR YOUR RECORDS

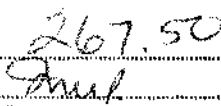
**FOR OFFICE USE ONLY**

 LAND AND WATER B.C. INC.  
 WILLIAMS LAKE, BRITISH COLUMBIA

APR 18 2005

AMOUNT REC'D.

INITIALS

 267.50  


Land File Number:

Disposition ID:

Client No.:

Company Search (Date):

Postal Check (Date):

Fees Received:



# LWBC

LAND AND WATER  
BRITISH COLUMBIA INC.

## Applying for a Crown Land Tenure

### PART 2: LOCATION, AREA AND PURPOSE

General Location of Crown land

Tatla Lake > Waddington, Pantheon, & Nunt  
Ranges

Area in Hectares: \_\_\_\_\_

or length (km/m): \_\_\_\_\_

width (km/m): \_\_\_\_\_

Land Use Purpose:

Adventure Tourism

- Commercial Recreation

★ - Amendment to existing license/file  
# 5406201

#### Type of Tenure

- ☐ Investigative permit
- ☐ Temporary permit
- ☒ License
- ☐ Lease
- ☐ Statutory right-of-way
- ☐ Purchase
- ☐ Waterpower land tenure

Period of Occupation Required

Do you hold another Crown land tenure issued through LWBC? Yes ☐ No ☐

If yes, state Type and Tenure Number:

### PART 3: LEGAL OR BOUNDARY DESCRIPTION

For **surveyed** land, give legal description. For **unsurveyed** land, see the Application Guidebook for instructions to describe unsurveyed Crown land and provide a description of boundaries.

N/A

**NOTE:** Please refer to the LWBC Inc. Requirements Checklist for the specific program (e.g., Aggregates) for additional information that must be submitted with this application. Information on each program is available at: <http://www.lwbc.bc.ca/02land/tenuring/index.html> or contact your LWBC office (listed in the Application Guide).

The information you provide will be subject to the Freedom of Information and Protection of Privacy Act. If you have any questions regarding the treatment of your personal information by LWBC, please contact the Manager, Privacy, Information Access and Records Management at 250-952-6247.

In addition, the submission of this form does not in any manner convey any rights to use or occupy Crown land.

# Management Plan

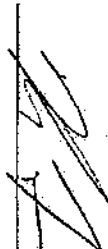
Waddington Enterprises Ltd.  
Box 51  
Tatla Lake, BC VOL 1VO

Date ( Sep 10, 2008 )

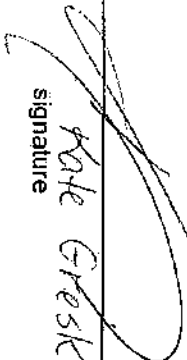
Walter L. Foster, Jacob D. Foster, Ryan L. Foster

name of tenure holders

This Management Plan has been approved by  
Land and Water British Columbia Inc.



signature



signature

January 04, 2009

date

January 06, 2009

date

Prepared by:  
Ryan Foster

LWBC File #: 5406201

## Executive Summary

The following document outlines the current development intentions and management strategies of Waddington Enterprises Ltd (formerly named Waddington Challenge Enterprises Ltd). Waddington Enterprises Ltd, presented a management plan during an amendment process in 2005 that was not signed off by the assigned government official. This current management plan has been updated to achieve official approval. The following key elements have been adjusted in this current plan.

- Revised and updated information has been provided regarding the development / land use plan associated with the granted intensive use site in Nirvana Pass. The intensive use site aims to be developed as an exclusive site containing two small A-frame structures and two small out buildings (sauna and outhouse/waste containment structure).
- Re-definition of our main routes used to access the surrounding backcountry.

## General Overview of Existing Business

The existing business operates out of the central coast mountains of BC. Our base operations are stationed from the private land base of Sand Creek Ranch and we utilize an extensive crown land base that encompasses the Pantheon, Niut, and Waddington ranges. We specialize in non-mechanized adventure activities but do at times require aircraft assistance. We offer a wide variety of customized outdoor adventures that include in brief:

- Day hiking / Multi day backpacking trips
- Mountaineering trips / Introduction to Mountaineering Courses
- Rock Climbing
- Winter ski touring
- Drift boat tours / Canoeing tours / Sailing experiences
- Guided fishing
- Horseback riding and Horse Pack trips (in conjunction with Sand Creek Ranch)

Our business has been operating at fluctuating levels for the past 18 years. Business operations are expected to increase dramatically in the next few years as we realize new efforts to diversify and expand our operations. Our operations extend from June thru September and December thru April.

## Key Areas of Concern

Currently there have been no specific areas of concern. Should any concern or conflict arise with any traditional users, or future user groups, Waddington Enterprises Ltd, will be committed to recognizing, respecting, and mitigating these conflicts. Though our operations embrace strict minimum impact philosophies, should our activities cause adverse effect on the natural environment our activities will be adjusted.

## Section 1: Description of The Operation & Activities Offered

### 1.1 General Description of Operation

#### 1.1.1 General Area

Our general operating area is an extensive zone which includes major portions of the Pantheon, Niut, and Waddington Ranges. Our tenure area also extends into the plateau grasslands in and around Talla Lake. Please refer to file # 5406201 for more detail on area boundary.

#### 1.1.2 Base Operation

Our operating base is located on private and leased lands held by Sand Creek Ranch.

#### 1.1.3 Improvements

Proposed improvements include:  
 -the construction of a backcountry hut site in Nirvana Pass  
 -the reconstruction of the following historic access trails. Twist Creek, Sand Creek, Braid Creek and Quartz Creek Trails

#### 1.1.4 Access

Motor Vehicle access will be used which includes aircraft using commercial and private landing sites, automobiles using both public, private, and forest access roads. All Non Motorized access routes i.e. trails and rivers are currently licensed under file # 5406201. All access routes that are also used by local range tenure holders are agreed upon.

#### 1.1.5 Staff

The following is taken from our Risk management Plan:

**Guide Qualification:** All persons hired or contracted by Waddington Enterprises must be certified or highly qualified and highly experienced in the outdoor activity he/she is hired for. For high-risk activities such as guided alpine climbing and winter ski touring, our guides must be certified by an industry body i.e. Association of Canadian Mountain Guides (ACMG) or Canadian Avalanche Association (CAA). As an adventure tourism company operating in rugged and hazardous outdoor settings, Waddington Enterprises recognizes the need for professional certification for then high risk activities as named above but we do not require professional certification for guides/instructors leading our less technical and less hazardous trips such as wilderness hiking and backpacking. Although professional certification is not required for the wilderness and backpacking trips we will only hire guides who are qualified and perform at and above industry standards such as, but not limited to those set by the AG for hiking and backpacking. All flat, moving water, and Class 2 boating guides will be internally trained to operate our canoes and custom 16 and 18ft drift boats. Furthermore, all our employees must have valid and competent first aid skills while our backcountry guides must hold a current 60 hour first aid ticket. All fishing guides will hold necessary Angling guides licenses

## 1.2 Commercial Recreation Activities Offered On Crown Land

### 1.2.1 Description of Experience Being Offered

All activities offered by the company focus on self propelled, low impact wilderness activity. Though we use vehicles to gain access to trail heads and use helicopter assistance for backcountry food/personnel drop offs we plan to impress the pristine, non-mechanized backcountry experience. The locations for our experience will be determined by the interest and ability of our clients and by levels/areas of use of other tourism operators and tenure holders. Our adventure product is flexible allowing each experience to be tailored to the interests of our clientele. All of our outdoor experiences offer an avenue for personal development, environmental and self-awareness, growth through challenge and wilderness experience, wilderness skills development/enhancement and an understanding of low impact living. All of our operations are committed to a "Leave no Trace" philosophy. In brief the philosophy is as follows:

- 1) Plan ahead and prepare:
  - know regulations and special concerns of use areas.
  - visit backcountry in small groups
  - avoid popular areas in times of high use
- 2) Camp and Travel on durable surfaces
- 3) Pack it in Pack it out
- 4) Properly dispose of human waste
- 5) Leave what you find
- 6) Minimize use and impact of fires
- 7) Minimize impact to others (human and wildlife)

Rock climbing: 1-3 days. Our rock climbing currently takes place at a variety of suitable sites. Our instructional climbing experiences consist of introductory level Top rope climbing sites and will be utilized primarily for the youth group and team building experiences.

group size: 1-12

guide to client ratio: 1-4

private guiding to client ratio: 1-2

time of operation: July-Sept

Hiking and Backpacking: These one day or multi day excursions may take place in any of the proposed operation areas. These trips will hold a focus on environmental awareness and outdoor education. For our multi day experiences we will blend our Wilderness Theory curriculum in hopes to teach our students/clientele the fundamentals of becoming competent, respectful, and self-reliant backcountry users. The primary terrain visited on these trips are alpine and sub alpine regions of the Pantheon Range, but more advanced trips venture into the Waddington Range.

Once trail improvements are realized we will be able to access many more areas of the Nut range and south western portions of the Pantheons. With developed access routes, greater areas of our terrain can be visited by the much larger "soft adventure" market groups.

group size: 1-12

guide to client ratio: 1-6

time of operation: May-Sept

Wilderness Adventure Theory: This outdoor education course will be 2-3 or 7 days long and will focus on all skills required for safe wilderness travel. Our course will cover: group management and leadership, navigation (map, compass, and GPS), bear camping techniques, minimum impact/leave no trace camping, trip planning, hazard assessment/management, basic wilderness first aid, and group dynamic exercising. These courses will visit similar terrain as our Hiking and Backpacking operations.

group size: 1-  
guide to client ratio: 1-6  
time of operation: May-Sept

Alpine Climbing: These technical climbing experiences will consist primarily of private guiding situations. These activities will require technical rope and climbing systems and may require helicopter for access to appropriate terrain. These activities will take place in the most alpine environments within our proposed operating area, but will be our lowest volume activity. All guides will be fully certified by the ACMG or equivalent.  
guide to client ratio: 1-2  
time of operation: June-Aug

Mountaineering and Intro-Mountaineering trips: These trips are designed to visit the more demanding terrain our area has to offer. Terrain visited on these experiences lies primarily in the alpine regions of the Niut, Pantheon and Waddington Ranges and incorporate the use and teaching of technical skills to navigate, 4<sup>th</sup> and low 5<sup>th</sup> class terrain, Grade 1-3 ice, and glaciated terrain. These trips may also encounter more complex river and creek crossings. All guides will be fully certified by the ACMG or equivalent.

Group size 1-12  
Guide to client ratio: 1-4  
Time of operation: July and August

Winter Ski Touring / Nirvana Hut Based Ski Touring: Many of these winter backcountry experiences will be based out of the hut site in Nirvana Pass. From the hut, day tours will explore all terrain around Nirvana Pass and overnight/ multi day tours will reach into areas of the Waddington Range and Eastern portions of the Pantheon Range. Though exclusive use status is being sought for the Nirvana Pass Development, Waddington Enterprises would also like to book out the hut to public groups and other commercial operators. Other operators booking the hut site will be required to hold appropriate licensing and permits. Groups may book the hut for guided/self-catered trips, self-guided/self-catered trips or self-guided/self-catered trips. All bookings and hut use will be managed and arranged by Waddington Enterprises Ltd. Lead guides will be ACMG certified full winter guides.

Group size: 1-12  
Guide to client ratio: 1-5  
Time of hut based winter activity: Dec-April  
Our winter ski touring operation is not limited to Nirvana Pass. Our winter operation will visit many locations through out the Pantheon, Waddington, and Niut Ranges.

Drift Boat/Canoe Tours/ These soft adventure trips focus on relaxation, fishing and wildlife viewing. The trips will be limited to 1 to 3 day drifts from the North end of Middle Lake to Durnbell Lake. These trips have in the past incorporated some use of outboard motors on the drift boats. As this area is now Park these activities will continue in conjunction with a Park Use Permit. Group size: 1-4, Guide to client ratio: 1-4, Time of activity: July and Aug

Guided Fishing: Fishing represents a very small portion of our commercial activity. These experiences are primarily focused to the Mosey creek river drainage and the following lakes: Miner Lake, Talia Lake, Sapeye Lake, Bluff Lake, Home Lake, and Durnbell Lake. Angling guides licenses are to be obtained for all fishing related activities.

Group size: 1-4

Guide to client ratio: 1-4

Time of activity: July-Sept

Horseback Riding / Multi Day Horse Packing: These activities are offered in conjunction with traditional private land use areas and the range tenure holders: Walt Foster, Dave King. These trips visit the local valley bottom and range areas of the eastern Pantheon Range and are offered as activities undertaken by Sand Creek Ranch. Waddington Enterprises may act as booking agent for these particular activities. If subcontractors are utilized proper land use licensing and insurance will be required by Waddington Enterprises Ltd.

Group size: 1-8

Guide to client ratio: 1-4

Time of activity: July-Sept

Sailing Experiences: This activity is under R&D. Sailing activities are to utilize Twist, Middle, and Talia Lakes.

### **1.2.2 Detailed Listing of Activities & Level of Use**

Accompanying this amendment application are Maps which display the following:

- details indicating winter ski touring routes and summer mountaineering routes which will incorporate the use of the proposed hut in Nirvana Pass.
- the marking of our main routes used to gain the surrounding backcountry.



### 1.2.3 Improvements

Improvements listed under the 2005 amendment application which remain a priority for Waddington Enterprises are the following:

1. Twist Creek trail. This traditional trail is for the most part impassible due to blow down and erosion. In order to return the trail to an appropriate condition it must accommodate a pack horse safely. A right of way approximately plus or minus 6 feet wide will be cleared. This will mainly require the removal of substantial quantities of blown down trees and may require some cutting and grading of soil. Some live trees may be removed however the trail redesign will avoid the removal of large standing timber.
2. Sand Creek, Quartz Creek, Braid Creek. These trails will require similar efforts to Twist Cr therefore will also be cleared to approximately 6 feet wide.
3. The construction of a backcountry hut site in Nirvana Pass.

#### 1.4 Intensive Use Sites

Despite a broad scope of operation Waddington Enterprises Ltd. is dedicated to minimum impact land use strategies. As a part of this strategy we feel the need for only one crown land intensive use site which is a seasonal hut site in Nirvana Pass. This site will be developed for multiple season use and will be designed to minimize its visibility amongst the natural landscape. The structures will be used in both summer and winter seasons and will be an effective way to manage use in, and impact to the environmentally sensitive area of Nirvana Pass. This site will ensure proper care and removal of all human waste generated by public and commercial users visiting the area. Though the main hut structures will be exclusive the latrine will remain open to all users. The structure will manage impact to this environmentally sensitive area by providing a durable site to absorb the physical impacts created by future commercial and public use Nirvana Pass. Both commercial and public use in the area are projected to grow over the next ten years. This is due to increased notoriety of the geographic area and to proposed increases in commercial activity within the area.

See map # 2 for sit location in Nirvana Pass.

See map # 3 for site layout plan. Hand draw

##### General site plan information:

The structures will accommodate 8-12 people and will be designed to blend into the landscape thus minimizing visible impact to backcountry users and is projected to be completed in 2009/2011. The site location will be situated at least 200m away from the valley bottom proper in order to minimize effect on wildlife movement thru the valley and in order to avoid physical impact to the soft valley bottom ground, head waters of Twist Creek and Coldwell Creek. The main structure will have an approximate foot print of 18ft x 24ft. A secondary A frame structure will be constructed as primary sleeping quarters and will have an approximate foot print of 18ft x 20ft. The site will incorporate a marked helicopter landing point, a small structure approximately 10ft x 10ft to act as a sauna and also a small structure approximately 8ft x 8ft to act as outhouse/waste storage center. The outhouse/waste containment center will trap all solid waste in sealable containers (50 gal animal proof drums) which will be flown out to Sand Creek Ranch (private land base) and disposed of accordingly. All grey water from the kitchen will be strained and all food particles and food waste will be treated and stored as fly out waste. Strained grey water will be pored into a sump (an excavated hole with draining qualities), which will be constructed to accommodate kitchen drain. The waste containment structure will be located no closer than 100 m from any significant water source. (Please refer to site layout map for detailed distances to and from structures. Potable water will be drawn from Creek A labeled on site Maps. All structures will be no closer than 100m from this water source.) \*

##### 1) Camp fires and Wood Burning for Heat:

All of the wood burned for heat/enjoyment will be flown into the hut. The wood source will be from Sand Creek Ranch and may also be slung from supplies generated from the clearing of the historic Twist Cr. trail. \*\* There will be no forest disturbance in the Nirvana Pass area.

All wood that is burned will be done so in a fire place located within the hut structure. During the summer outside fires will be restricted to an established fire ring that is to be positioned within the bounds of the applied site. Concerns of igniting beetle effected forests are minimal as the Nirvana Pass site is on the fringe of the alpine. Forest species in the proximity are spruce and balsam. There is no known beetle effected forest near the proposed hut site.

2) Digging up/ exposing mineral.

The hut site is to be constructed with minimal disturbance to the natural environment. The structure will utilize mortar/rock footings which do not require major excavation or significant preparation of the building site. The site will however require minor preparation to ensure secure footings. The footing design would ensure a non-permanent design- meaning an elaborate foundation will not be poured. The dimensions of the minor surface preparation are to be a maximum of 10m x 10m per structure.

3) The flight routes into Nirvana pass include Hell Raving Cr. drainage, Sand Cr drainage and Twist Cr. drainage. The primary flight routes do not effect common Mountain Goat Winter Range sites- nearest of which are located in the Burnt Cr and Colman Cr. drainages. There have been recent yet isolated observations of goats in the Hell Raving Cr drainage. As the Hell Raving drainage is used efforts will be made to observe and record any further goat presence in this area. This will be done in accordance with The Wildlife Guidelines for Backcountry Tourism/Commercial Recreation. White Saddle Air Service (carrier which will be used for hut operation) currently holds a landing site in Nirvana Pass. To date White Saddle Air Service has not reported conflicts with winter range while flying into Nirvana Pass. Should future conflict arise, efforts to mitigate conflict / impact with Mountain Goat Winter Range will be prioritized by Waddington Enterprises Ltd.

Table 1.2 Details of Intensive Use Sites

Intensive Use Map Reference	Intended Use	Frequency of Use	Period of use	Desired Exclusivity	Existing or Proposed Improvements	Environmentally Sensitive Area	Distance to Environ. Sensitive Area
Intensive use Map #1	1 Hiking/backpacking base camp 2 Mountainbiking base camp 3 Winter/Spring ski touring base camp	20+ days a month in the winter. Levels of summer use will be significantly lower.	June thru Sept July thru Sept Dec thru April	Fully exclusive	No existing structures. Propose to build 2 small A frame structures, a sauna, and 1 outhouse	Soft valley bottom terrain. Coldwell Creek	200m

## **Section 2: Overlap with Environmental & Cultural Values**

### **2.1 Fish Values**

Our existing operating area consists of vast fish habitat in the form of rivers, lakes, lagoons, and streams. The waters within the area support limited fish species, primarily Rainbow trout and Dolly Varden. Among the region's existing fish populations only the Dolly Varden are listed on the Blue list. Middle Lake has been recognized and protected as prime Dolly Varden habitat and has special fishing regulations. No regional fish are on the Red List.

Any guests wishing to fish will be licensed. We will encourage catch and release fishing practices.

In relation to our proposed amendments, no fish habitat will be effected.

### **2.2 Wildlife Values**

The Central Coast is some of the worlds most diverse wild life habitat. The proposed operating area is home to vast wildlife species therefore our minimum impact operating philosophy practices respectful wildlife viewing. We have embraced "Leave No Trace" philosophies which stresses non disturbance of wildlife as a priority of our backcountry experiences.

Consultation of the BC Conservation Data Centre showed that area has no wildlife listed on the red or blue list.

In relation to the proposed building site in Nirvana Pass, potential disturbance to natural wildlife movement through the area has been mitigated by locating the proposed structure 200-300 m away from the valley bottom corridor. The site is about 50m of elevation above the pass proper.

The Wildlife Guidelines for Backcountry Tourism/Commercial Recreation are integrated into our management mechanisms to ensure the safety and welfare of wildlife and habitat.

Within Waddington Enterprises' tenure area there is known Mountain Goat Winter Range sites which are located in the Burnt Cr, Colman Cr, and Hell Raving Cr drainages. Our commercial activity is sensitive to the goat populations in these sites and again the Wildlife Guidelines for Backcountry Tourism/Commercial Recreation are followed.

### **2.3 Water Values**

In relation to the Nirvana Pass building site there are no existing water licenses.

Trail construction / upgrades in the proximity of Sand Creek, Mosley Creek, Quartz Cr, and locally labeled Braid Cr (see Map) will not effect water licenses held by Walter L. Foster, owner and operator of Sand Creek Ranch. Proposed enhancement of these existing traditional trails/routes are supported by Walt Foster.

There are a vast number of water bodies within the existing operating area. All of our operations and commercial activities have strategic plans to minimized impact to water sources and water sheds. All camping and camp effects will not occur within 100m of an established water source. Our backcountry presence will be conscious with disposal of human waste. Disposing of waste in "cat holes; dug in to organic soil will occur no closer than 60m to any water source. A "cat hole" is about 6-8" deep and about 6-8" in diameter and is covered after use. All grey water produced in the backcountry will be strained before being dispersed appropriately.

## 2.4 First Nations

Should any First Nations find issues and conflict with Waddington Enterprises' tenure area we are committed to taking all appropriate actions to correspond with and mitigate all concerns in respect to our land use. Historically First Nations presence in the West Branch Valley has been very limited due to the scarcity of food value (no salmon bearing streams and no wild potatoes, and limited/dead end access).

### Section 3: Overlap With Existing Use

In efforts to simplify this amendment application the information provided in Section 3 is only in relation to the Nirvana Pass intensive use site and all areas covered by the historic trails which have been proposed to be reclaimed / reconstructed.

#### 3.1 Mineral Tenure

There are only three existing mineral tenures that fall in the amended areas of use. Higher elevations of proposed construction of the Sand Creek trail will overlap with the following licensed mineral tenures:

Mineral tenure license # 501328, #501349, and #501371

I acknowledge that the mineral tenures listed above overlap with my area of use and understand that I may have to coordinate access and activities with the tenure holders. I further acknowledge that additional mineral tenures may be located in my area of use in the future and that I may have to coordinate access and activities with the tenure holders.

Signed: \_\_\_\_\_

### 3.2 Timber Tenure & Forest Use

The Envid Community Forest is in advanced stages of approval and has been an initiative undertaken by the Tatla Lake Resource Association and the Alexis Creek Indian Band / Tsi Del Del Enterprises. The Community Forest boundary does overlap some of our key areas of use. Their harvest plans have not been developed or presented as far as we know. Should harvesting plans drastically conflict with our tourism operations a formal process will be required to resolve any concerns and issues.

### 3.2 Land Use Planning, Local or Regional Zoning Requirements

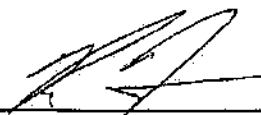
To my knowledge and research efforts there are no land use plans or zoning requirements which restrict our proposed developments.

### 3.3 Commercial Recreation Tenure & Guide Outfitter Territories

The following list of tenure and future tenure holders will experience the effects of our intensive use site in Nirvana Pass.

- 1) Brian Jones, Canada West Mountain School. Brian has traditionally operated commercial ski touring operations in the Nirvana Pass. Brian respects and holds dearly the wilderness qualities of the Nirvana area and though Brian's tenure license is pending approval I have and will continue to seek his acceptance of any significant structural development in the Nirvana Pass region. In order to respect his traditional use I am open to agreements which will offer him an undetermined allotment of commercial use of the Nirvana Pass hut.  
Grand Pantheon Heli skiing. Though there is no formal tenure overlap in respect to Eric Ringdahl's heli skiing license the presence of a permanent non mechanized ski operation in the Nirvana Pass may effect both parties in the future. Although mitigation should be easily attainable in the near future, both operations could experience conflict should both operations reach maximum operating levels in the more distant future. Open communication will be critical should any future conflict arise.  
Sage Birchwater. Sage holds a Trap Line in the Twist Creek area. Sage will be consulted prior to any trail reconstruction up Twist Creek.

I acknowledge that my areas of use may overlap with a commercial recreation tenure and/or guide outfitting territory. I understand that I am required to contact these tenures holders have them complete an Operator Input Form. I will receive this information from the regional LWBC office.

Signed:  \_\_\_\_\_



## Appendix 1 - Hazards and Safety Plan



I certify that I have prepared Hazards and Safety Plan which meets or exceeds Workers Compensation Board and approved industry standards and that my operation will meet the requirements of this plan.



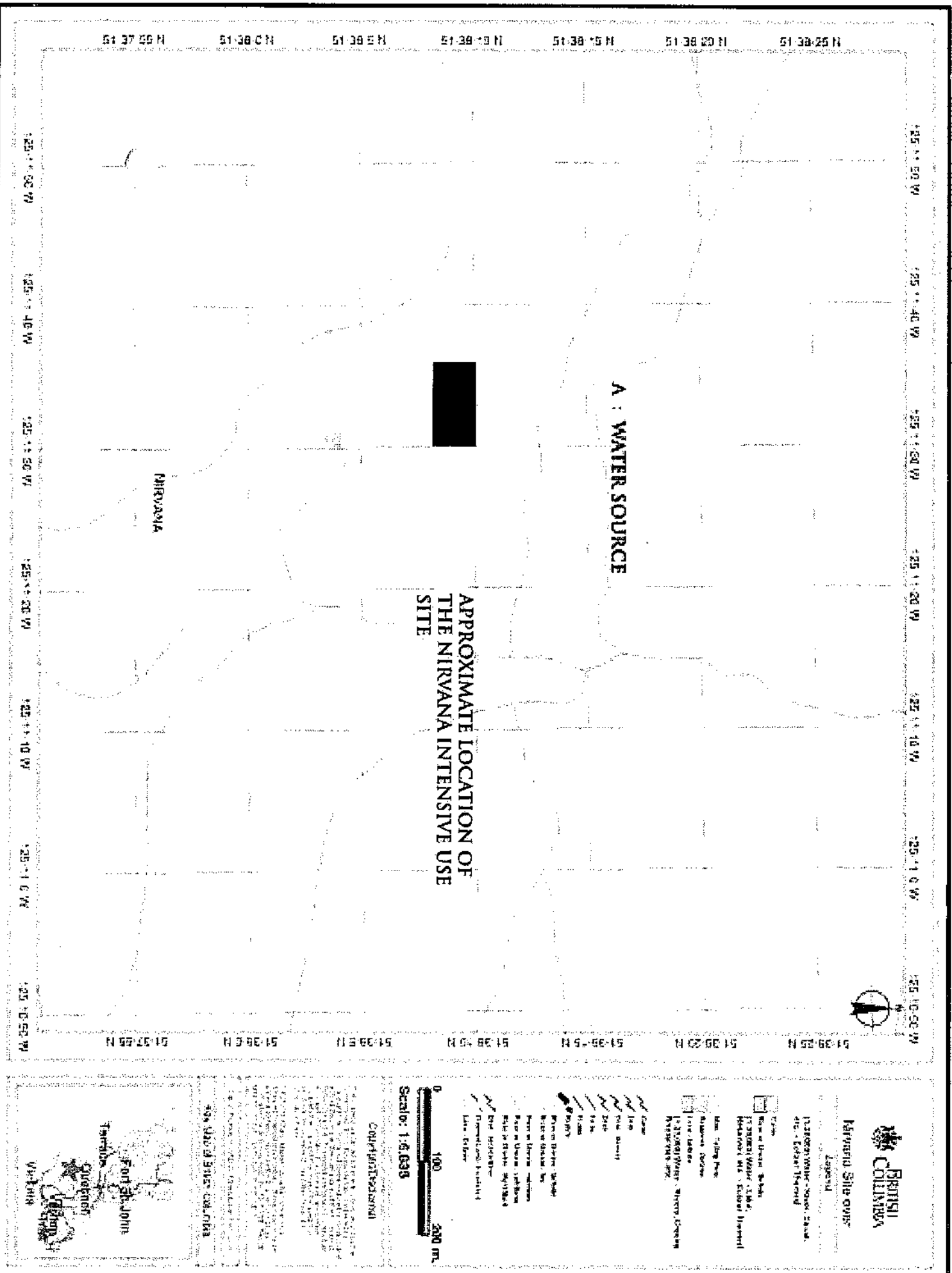
Signed

January 04, 2009 Date









Licence No.: 342489

File No.: 5406201

Disposition No.: 854569

THIS AGREEMENT is dated for reference July 31, 2017.

**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:**

**WADDINGTON ENTERPRISES LTD.**

Incorporation No. BC0401759

PO Box 51

Tatla Lake, BC V0L 1V0

(the "Client")

**WITNESS THAT WHEREAS:**

The Province and the Client entered into a licence agreement dated November 1, 2006 (herein called the "Tenure") over those lands more particularly known and described as:

UNALIENATED AND UNENCUMBERED CROWN LAND IN THE VICINITY OF WADDINGTON, PANTHEON AND NIUT RANGES, WITHIN RANGES 2 AND 3, COAST DISTRICT, CONTAINING 699,834 HECTARES, MORE OR LESS  
THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF COLWELL CREEK AND NIRVANA PASS, RANGE 2 COAST DISTRICT, CONTAINING 1.0 HECTARES, MORE OR LESS

The parties desire to reduce the area in the Tenure.



The parties have agreed to amend the Tenure.

NOW THEREFORE in consideration of the premises, and of the covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:

- 1 The Province hereby grants to the Client a licence over:

UNALIENATED AND UNENCUMBERED CROWN LAND IN THE VICINITY OF WADDINGTON, PANTHEON AND NIUT RANGES, WITHIN RANGE 2 AND RANGE 3, COAST DISTRICT, CONTAINING 665,047.622 HECTARES, MORE OR LESS AND THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF COLWELL CREEK AND NIRVANA PASS, RANGE 2 COAST DISTRICT, CONTAINING 1.0 HECTARES, MORE OR LESS

(herein called the "Land") on the same terms and conditions set out in the Tenure.

- 2 To remove the existing Legal Description Schedule from the Tenure and replace it with the Legal Description Schedule attached hereto as Schedule "A".
- 3 In all other respects the Tenure shall remain in full force and effect and is hereby ratified and confirmed.
- 4 Time shall continue to be of the essence in this agreement and the Tenure.
- 5 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

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

SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by 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

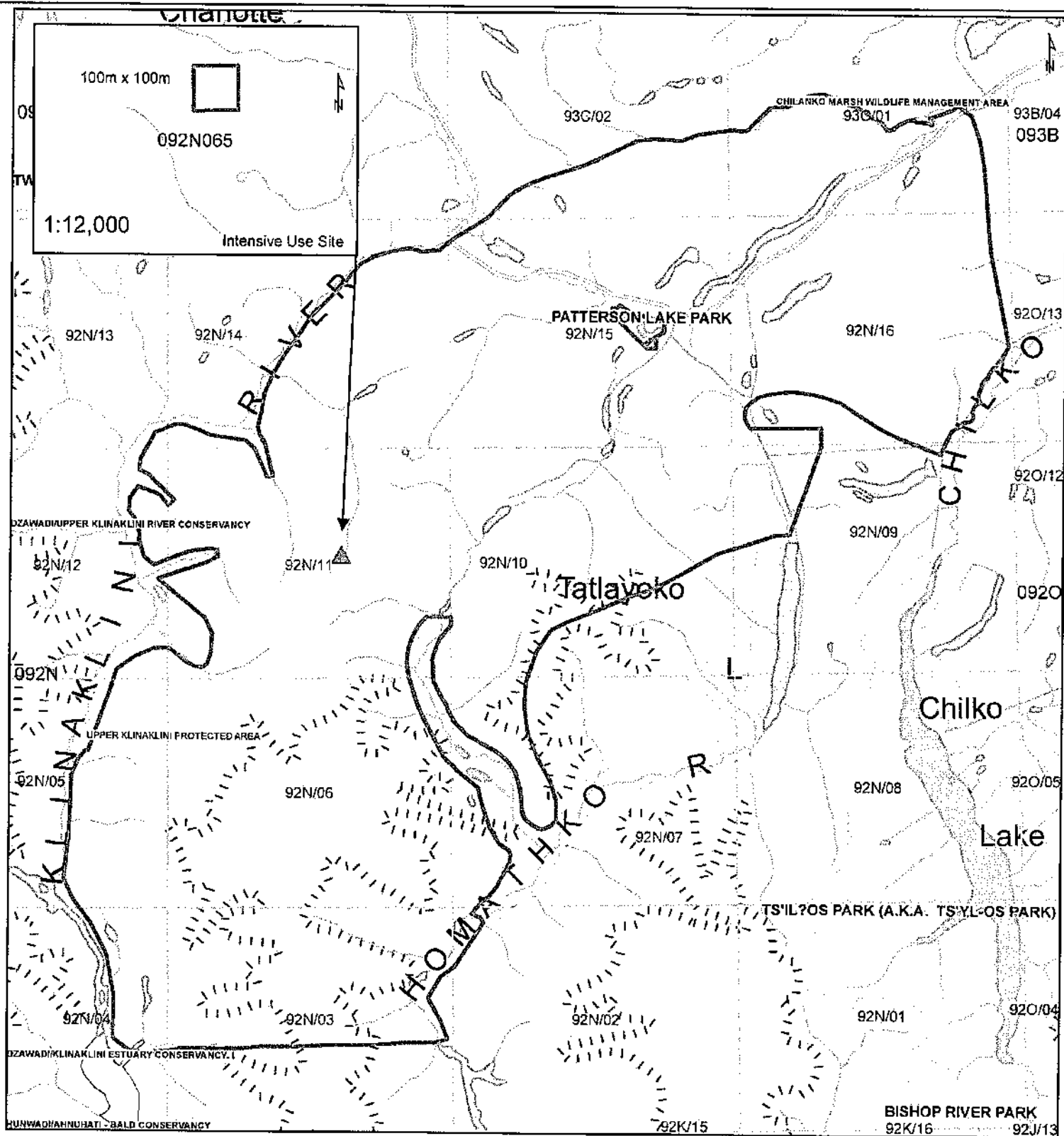
SIGNED on behalf of **WADDINGTON  
ENTERPRISES LTD.** by a duly authorized signatory



Authorized Signatory



Extensive Use: UNALIENATED AND UNENCUMBERED CROWN LAND IN THE VICINITY OF WADDINGTON, PANTHEON AND NIUT RANGES, WITHIN RANGE 2 AND RANGE 3, COAST DISTRICT, CONTAINING 673,168.065 HECTARES, MORE OR LESS  
Intensive Use: THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF COLWELL CREEK AND NIRVANA PASS, RANGE 2 COAST DISTRICT, CONTAINING 1.0 HECTARES, MORE OR LESS



Mapsheet(s): 92N \ 93C

Scale: 1:650,000

PURPOSE: Commercial Recreation

Page 4 of 4

Licence No.:

342489

File No.: 5406201

Disposition No.: 854569

THIS AGREEMENT is dated for reference November 1, 2006 and is made under the *Land Act*.

**BETWEEN:**

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

(the "Province")

**AND:**

WADDINGTON ENTERPRISES LTD.  
Incorporation Number BC0401759  
PO Box 51  
Tatla Lake, BC V0L 1V0

(the "Licensee")

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

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

**"Client"** means a person from whom you accept a fee to undertake a recreational activity set out in the Management Plan;

**"Client Day"** means each calendar day, or portion of a calendar day, that a Client is on the Land;

**"Client Rate"** means \$1.00 for each Client Day in each year of the Term;

**"Commencement Date"** means November 1, 2006;

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

**"Extensive Use Area"** means the area of Crown land used by a commercial recreation operator, usually in a dispersed manner, as opposed to concentrated use of sites or camps, such as would be undertaken when using large areas of land for hiking, nature viewing, skiing, or other commercial recreation activities allowed under current program policies;

**"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;

**"Intensive Use Site"** means the area of Crown land used by a commercial recreation operator, for site specific uses of Crown land that are integral to the commercial recreation operator such as staging areas for dispersed commercial recreation operations conducted within an Extensive Use Area. These areas are either primary camps, secondary camps or temporary camps as defined in the Management Plan.

**"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":

Firstly: All that parcel or tract of land in the vicinity of Colwell Creek and Nirvana Pass, Range 2, Coast District containing 1.0 hectares more or less;

Secondly: All that unalienated and unencumbered Crown land in the vicinity of Waddington, Pantheon and Niut Ranges, within Ranges 2 and 3, Coast District, containing 699,834 hectares more or less.

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

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

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

**"Security"** means the security referred to in section 7.1 or 7.2, as replaced or supplemented in

accordance with section 7.5;

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

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

**"you" or "your"** refers to the Licensee.

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

- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

## ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant to you a licence of occupation of the Land for wilderness outdoor education, horse trips, fishing and hiking trips, guided mountaineering, ski touring and base camp purposes as set out in the Management Plan and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement.
- 2.3 After the 15 anniversary of the Commencement Date, you can apply to us for a replacement of this Agreement and, if we consider it appropriate, we will offer another licence to you for a term of up to 30 years on the terms and conditions set out in our offer to you.

## ARTICLE 3 - FEES

- 3.1 For each year of the Term, you will pay the following:
- (a) an Intensive Use Site fee; and
  - (b) an Extensive Use Area user fee.
- 3.2 For the first year of the Term:
- (a) the Intensive Use Site fee payable on the Commencement Date, shall cover the first 12 months of the Term and shall be in an amount which is the greater of (i) or (ii):
    - (i) the sum of:
      - the greater of 7.5% of the Market Value of the Intensive Use Sites marked as

primary camp (or base camp) on the Management Plan, or \$500.00 minimum per primary camp; and

- the greater of 4.5% of the Market Value of Intensive Use Sites marked secondary camp (or outpost camp) on the Management Plan, or \$100.00 minimum per secondary camp; and
- \$100.00 for each of the Intensive Use Sites marked temporary camp (or spike camp);

or

(ii) \$500.00;

(b) the Extensive Use Area user fee shall cover the first 11 months of the Term and shall be paid in two instalments:

- (i) payable on the Commencement Date, a minimum payment of \$500.00; and
- (ii) payable on the first anniversary of the Commencement Date, the amount (if any) by which the following exceeds \$500.00:

Client Days for this 11-month period x Client Rate.

3.3 For the second year of the Term:

- (a) the Intensive Use Site fee, payable on the first anniversary of the Commencement Date, shall cover the second 12 months of the Term and shall, subject to section 3.5 below, be in the same amounts as the Intensive Use Site fee for the first year of the Term;
- (b) the Extensive Use Area user fee shall cover the 12 months commencing one month before the first anniversary of the Commencement Date and shall be paid in two instalments and shall, subject to section 3.5 below, be calculated as follows:
  - (i) payable on the first anniversary of the Commencement Date, a minimum payment of \$500.00; and
  - (ii) payable on the second anniversary of the Commencement Date, the amount (if any) by which the following exceeds \$500.00:

Client Days for this 12-month period x Client Rate.

3.4 For each subsequent year of the Term:

- (a) The Intensive Use Site fee, payable on each subsequent anniversary of the Commencement Date, shall cover subsequent 12-month periods after the period defined in subsection 3.3(b), and, subject to section 3.5 below, shall be in the same amount as the Intensive Use Site fee in the previous 12-month period;
- (b) The Extensive Use Area user fee shall cover each subsequent 12-month period after the period defined in subsection 3.3(c), and, subject to section 3.5 below, shall be paid in two instalments and be calculated as follows:
  - (i) payable on each subsequent anniversary of the Commencement Date a minimum payment of \$500.00; and
  - (ii) payable on the next anniversary of the Commencement Date, the amount (if any) by which the following exceeds \$500.00:

Client Days for this 12-month period x Client Rate.

- 3.5 We have the right, in our sole discretion, during any year of the Term to change, for the next year of the Term, any amounts, rates or percentages.
- 3.6 If we wish to change an amount, rate or percentage for any year of the Term, we shall do so in accordance with our policies at the time applicable to your use of the Land or Improvements under this Agreement, and any changes are subject to the following notification:
  - (a) if the basis of the change to the Intensive Use Site fee is solely due to an increase or decrease in the Market Value of the Intensive Use Sites, we shall give you at least 15 days notice of such change;
  - (b) in all other cases, we shall give you at least 6 months notice.
- 3.7 If we do not change any amounts, rates or percentages for any year of the Term, then the amounts, rates and percentages for that year shall be the same as they were for the preceding year.
- 3.8 You must keep accurate written books and records in connection with this Agreement including written records of Client Days.
- 3.9 In the event that an audit of your books and records taken under Article 5 reveals that you have not paid to us all fees owed to us under this Agreement, you will immediately pay to us the cost of the audit together with all outstanding fees.
- 3.10 You are required to confirm your Client Days by submitting with your payment of fees a statutory declaration in a format provided to you by us.

#### ARTICLE 4 - MANAGEMENT PLAN

- 4.1 Despite any other provision of this Agreement, we may revise the Management Plan at any time, and from time to time, during the Term for any reason whatsoever provided we comply with the requirements of this Article 4. We may determine, in our sole discretion, whether there is reason to revise the Management Plan and the type and scope of the required revision. For the purpose of this Article 4 a revision to a Management Plan may include any amendment, deletion, substitution or any other change whatsoever to the whole or any part of the Management Plan and may include the specifications of any area that will no longer constitute a part of the Land.
- 4.2 Subject to sections 4.3 and 4.4, the revision of a Management Plan must be made in accordance with the following procedure:
- (a) we must give you written notice (an "Initial Notice") of the proposed revision which notice must set out in reasonable detail:
    - (i) the reason for the revision;
    - (ii) the particulars of the revision;
    - (iii) the effective date of the revision; andwe must also specify in the Initial Notice a reasonable time period during which you may inform us of any comments or concerns that you have regarding the proposed revision;
  - (b) following the time period specified in the Initial Notice we must deliver to you a written notice (a "Final Notice") advising whether we intend to proceed with the proposed revision as set out in the Initial Notice, and providing you with particulars of any changes to those matters dealt with in the Initial Notice; we must also specify in the Final Notice a reasonable time by which you may deliver to us a written notice (an Objection) setting out in reasonable detail any objections that you have in regard to the proposed revision;
  - (c) if you do not deliver an Objection within the time required the Management Plan will be deemed to be amended as set out in the Final Notice;
  - (d) if you deliver an Objection to us within the time required the Objection will be reviewed by a person acting at the level of assistant deputy minister, vice-president, or other comparable senior level (a "Senior Executive"). The Senior Executive may decide in his or her sole discretion whether the Final Notice should be varied in any respect and will inform you of this decision in writing. Upon the delivery of the Senior Executive's



decision to you the Management Plan will be deemed to be revised as set out in the decision;

- (e) unless you consent in writing or unless section 4.3 applies the effective date of a revision to a Management Plan must not be sooner than one year after the date that the Final Notice is delivered to you or, if a decision has been made under section 4.2(d) then one year after the delivery to you of that decision.

- 4.3 If we determine that there are urgent circumstances that require a Management Plan to be revised more quickly than the time allowed by section 4.2(e), which determination must, for greater certainty, be made by us acting reasonably, we must include with the Initial Notice reasonable particulars of such urgent circumstances and we may specify in the Initial Notice such shortened time period for revising the Management Plan as we determine to be reasonable in the circumstances. For the purpose of this section 4.3 urgent circumstances include, without limitation, the need to respond to public safety concerns, significant environmental concerns, or any other decision by us under which it is determined to be necessary in the public interest to restrict access to an area.
- 4.4 This Article 4 does not preclude the parties from entering into any written agreement to vary the Management Plan from time to time, but any such agreement will not limit the application of this Article to the Management Plan as so amended, unless the other agreement expressly so provides.
- 4.5 You will not have any claim against us as a result of a revision of the Management Plan including, without limitation, any claim for damages or any other claim for compensation for losses, costs or expenses, of any kind that you may suffer or incur as a result of a revision of the Management Plan.
- 4.6 You will prepare updated or consolidated documents setting out the Management Plan for our approval if and when we so request.

## ARTICLE 5 - COVENANTS

- 5.1 You must
  - (a) pay, when due,
    - (i) the Fees to us at the address set out in Article 11,
    - (ii) the Realty Taxes, and
    - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for

use by you or on your behalf or with your permission;

- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
  - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
  - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (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) not interfere with public access over the Land;
- (l) permit us, or our authorized representatives, at reasonable times, to inspect, copy and audit your books and records that in our opinion relate to the information you are required to report or provide to us under this Agreement;
- (m) deliver to us, as soon as reasonably possible, all reports we may request from you concerning your activities under this Agreement and all other matters related to this Agreement;
- (n) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (o) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
- (p) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (q) 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 1 year for intensive use area only;
- (s) provide transportation for the Owner to and over the Extensive Use Area, at the expense of the Licencee, once in each year of the term of this Licence, if the Owner wishes to audit the consistency of the Management Plan with the actual use;
- (t) ensure that trail rides on Tatla Lake sidehills be restricted to the period of June 15th to September 20th each year, when range cattle numbers are at a minimum;
- (u) 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;
- (v) 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

- (w) 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 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
  - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
  - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
  - (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

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

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

## ARTICLE 6 - LIMITATIONS

6.1 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 5.1(v), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;

- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (j) 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 5.1(w)(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 5.1(w)(ii) or the time period provided for in the direction or permission given under paragraph 5.1(w)(iii); and
- (k) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

#### ARTICLE 7 - SECURITY AND INSURANCE

- 7.1 On the Commencement Date, you will deliver to us security in the amount of \$3000.00 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.
- 7.2 Despite section 7.1, 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.
- 7.3 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.

7.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 7.1, less all amounts drawn down by us under section 7.3.

7.5 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.

7.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than \$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the Improvements;
- (b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is
  - (i) placed with insurers licensed in British Columbia,
  - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
  - (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

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

- (a) change the amount of insurance set out in subsection 7.6(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 8 - ASSIGNMENT

- 8.1 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, and a request for such consent will be assessed by us in accordance with applicable laws and policy at the time of the request and in the absence of applicable laws and policy consent will not be unreasonably withheld.
- 8.2 For the purpose of section 8.1, 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.
- 8.3 Section 8.2 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.
- 8.4 Prior to considering a request for our consent under section 8.1, 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 9 - TERMINATION

- 9.1 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 we cancel another disposition made to you for a purpose set out in the Management Plan, because of your default or failure under that disposition;
- (d) if you
  - (i) become insolvent or make an assignment for the general benefit of your creditors,
  - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
  - (iii) voluntarily enter into an arrangement with your creditors;
- (e) 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;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (g) if this Agreement is taken in execution or attachment by any person; or
- (h) 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.

- 9.2 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.

9.3 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 9.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

## ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 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.
- 10.2 Subject to section 10.5, if a dispute under this Agreement cannot be resolved under section 10.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 10.3 The cost of the arbitration referred to in section 10.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 10.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Williams Lake, British Columbia, and if we or our authorized representative have no office in Williams Lake, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Williams Lake, British Columbia.
- 10.5 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 10.2.

## ARTICLE 11 - NOTICE

- 11.1 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 TOURISM, SPORT AND THE ARTS  
201 - 172 N 2nd Avenue  
Williams Lake, BC V2G 1Z6;

to you

WADDINGTON ENTERPRISES LTD.  
Po Box 51  
Tatla Lake, BC V0L 1V0;

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.

- 11.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 11.1.
- 11.3 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 12 - MISCELLANEOUS

- 12.1 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.
- 12.2 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.
- 12.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 12.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.

- 12.5 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.
- 12.6 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.
- 12.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

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



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

SIGNED on behalf of  
WADDINGTON ENTERPRISES LTD.  
by a duly authorized signatory



Authorized Signatory

## LEGAL DESCRIPTION SCHEDULE

Firstly: All that parcel or tract of land in the vicinity of Colwell Creek and Nirvana Pass, Range 2, Coast District containing 1.0 hectares more or less;

Secondly: All that unalienated and unencumbered Crown land in the vicinity of Waddington, Pantheon and Niut Ranges, within Ranges 2 and 3, Coast District, containing 699,834 hectares more or less.

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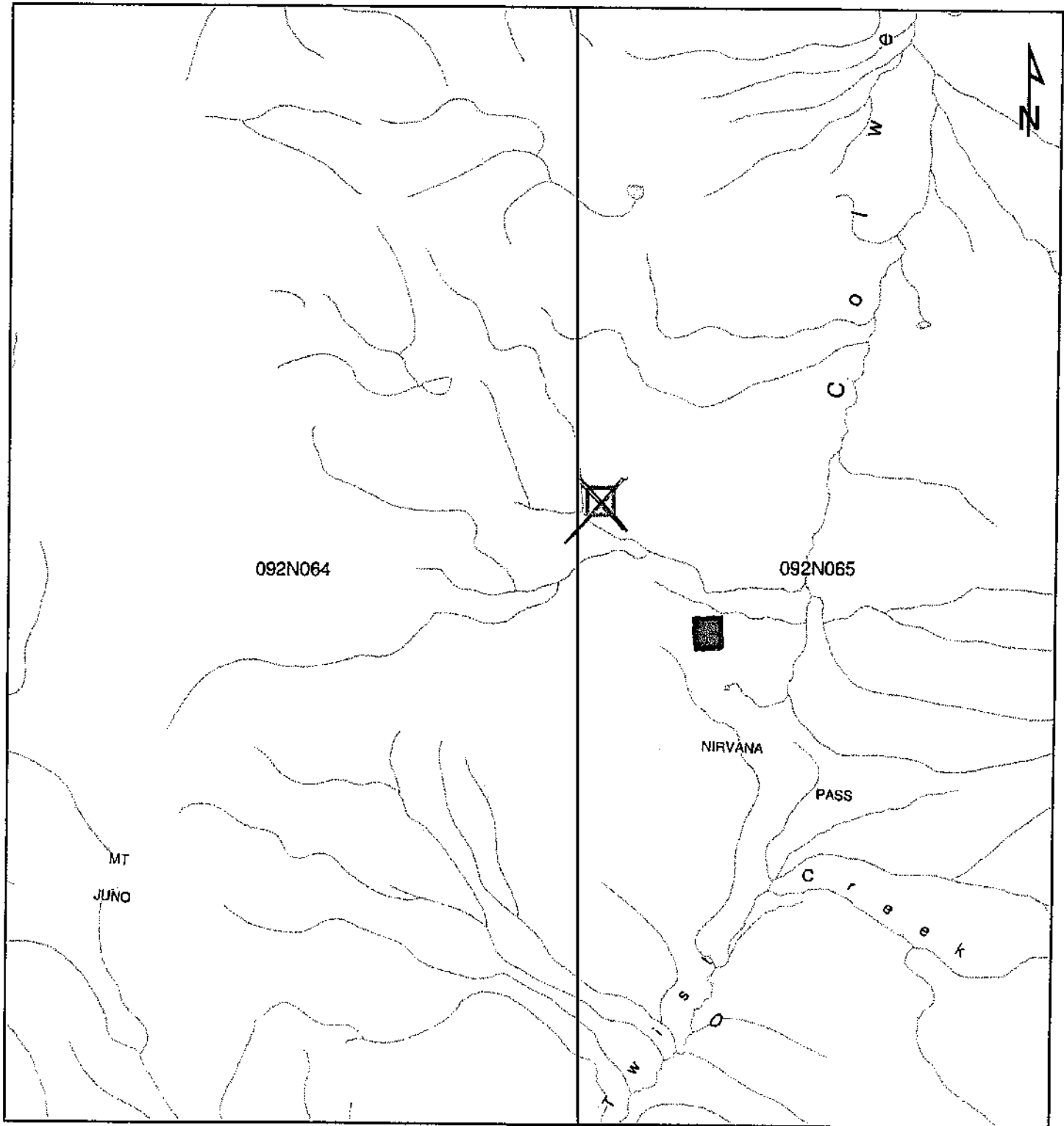
Licence

**LEGAL DESCRIPTION SCHEDULE**

File No.: 5406201

Disposition No.: 854569

THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF COLWELL CREEK AND  
NIRVANA PASS, RANGE 2, COAST DISTRICT, CONTAINING 1.0 HECTARES, MORE OR LESS



BCGS Mapsheet(s): 092N.065

Scale: 1:20,000

Date: July 18, 2006

COMMERCIAL RECREATION - PRIMARY CAMP

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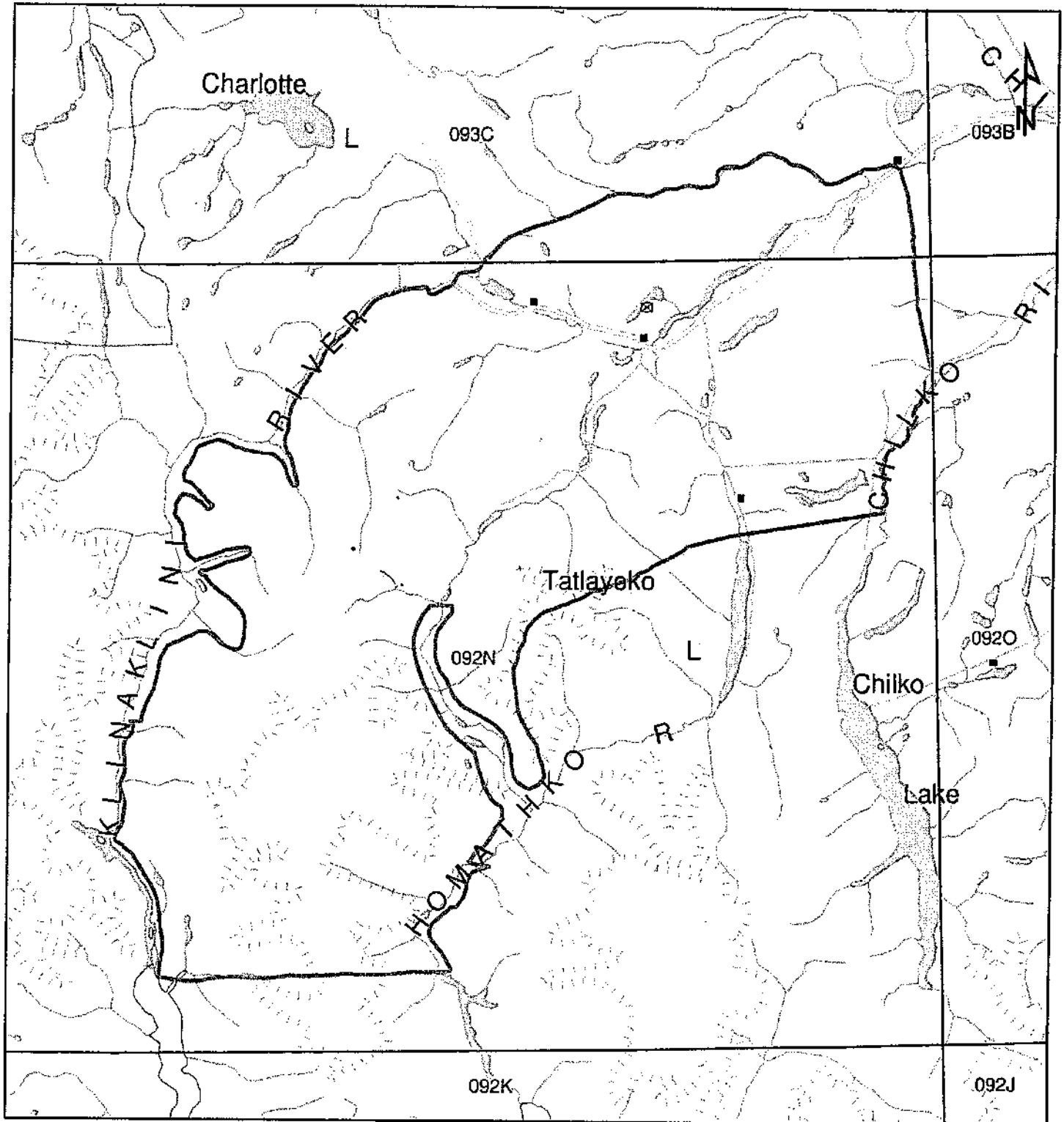
Licence

**LEGAL DESCRIPTION SCHEDULE**

File No.: 5406201

Disposition No.: 854569

UNALIENATED AND UNENCUMBERED CROWN LAND IN THE VICINITY OF THE WADDINGTON, PANTHEON  
AND NIUT RANGES, WITHIN RANGES 2 AND 3, COAST DISTRICT, CONTAINING 699,834 HECTARES, MORE OR LESS



NTS Mapsheet(s): 92O/92N/93C

Scale: 1:750,000

Date: July 18, 2006

COMMERCIAL RECREATION

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