

MANAGEMENT PLAN
LADNER REACH PROPERTIES LTD.
FILE No. 2411281

Her Majesty the Queen in Right of British Columbia (the "Province") and **LADNER REACH PROPERTIES LTD.** (the "Licencee") hereby agree that this document for File No. 2411281 as defined in Lease No. 243444, and that this Management Plan supersedes any earlier Management Plans.

The signature of the Province's authorized representative is solely for the purpose of acknowledging the Province's acceptance of this document as the Management Plan for the purposes of the tenure document and does not represent a certification by the Province or its signatory of any factual content or acceptance of professional responsibility by the Province's signatory for any advice or analysis contained in this document.

ACCEPTED BY:



Ministry of Forests, Lands and Natural
Resource Operations

July 26, 2018
Date

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

Signatures on pages 3, 4 and 5

various – see Management Plan

Date

Ladner Reach Properties Ltd.

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

E-mail: ladnerreach@dccnet.com

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

June 5, 2018

Attn: Ms. Donna Myketa,
Manager of Lands Authorizations

Re File #2411281:

1. Addendum to existing Management Plan under the Heading Repairs and Maintenance sub-heading Pile Driving and Dredging
2. Amendment to clause requiring written approval prior to dredging

1. Repairs and Maintenance - Subheading Pile Driving and Dredging

Pile driving repairs: Floating debris and impacts from other vessels is clear, present and to some extent a constant danger. Large logs, trees, and roots are present at all times of the year but most prevalent in May, June, and July often referred to as the freshet season. This debris can and will lodge between our 4-pile dolphins, or between one of our floating homes and a piling resulting in the breaking of a pile. These wood treated piles have a 20- to 30-year life cycle and often show wear or rot at different times during their life cycle. All the piles in our marina are double capped to prevent water intrusion from the tops.

Maintenance Schedule: These piles are inspected daily. Emergency repairs must take place immediately and in conjunction with the availability of marine based contractors and their equipment. The marina has on hand 3 to 5 70' long fir treated pilings onsite to use in such emergencies. These pilings are not always readily available from suppliers and must have at least a 45-day hardening process to prevent oil contamination into the river. Fraser River Pile and Dredge do all our work. They have been operating on the Fraser River and elsewhere in this province for over 125 years.

Dredging: 20 to 30 million cubic meters of sediment travels down the Fraser River in a given year. This sediment combined with sediment removal policies that vary along this final 100 mile corridor of the Fraser River create unpredictable sediment problems for water lot holders in the lowest part of the river. We have noticed upriver sediment removal can and does increase our sediment load quickly and without explanation. We see 3 to 9 feet of deposited sediment anywhere from three to six months. This marina must maintain a depth

of 8 feet below low water. Most sediment arrives in August through to October, again depending on the freshet.

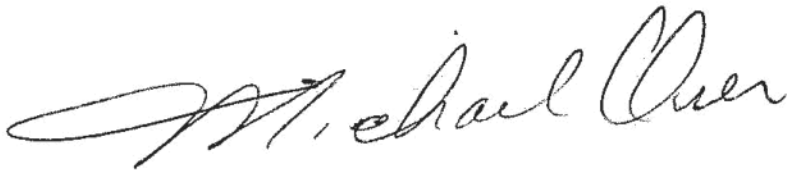
Maintenance Schedule:

Dredging of the river bed occurs on an as needed basis. Our marina has a survey conducted twice a year to see how and where this sediment is being deposited by the river currents. The two main dredging companies on the Fraser River reserve sediment quotas for smaller projects like ours and because they hold ocean disposal permits, they have testing requirements. It is imperative that we here at Ladner Reach can call upon them to respond quickly. Mobilization can be extremely costly without the flexibility to have them respond when they are in the immediate area. Timing is essential for this marina. Moving the floating homes out of the way of this large equipment is costly and time and weather sensitive. Ladner Reach's contact at Fraser River Pile and Dredge is Jason Selgensen where our sediment test results are on file.

The required authorizations for pile driving repairs and dredging will be obtained before work is undertaken.

2. Amendment to clause requiring written approval prior to dredging

We request the removal or amendment to the clause in the lease agreement which requires written approval from the province prior to dredging based on the preceding addendum.

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

Michael Owen,
Managing Director
(604) 946-9747

Ladner Reach Properties Ltd.

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

E-mail: ladnerreach@dccnet.com

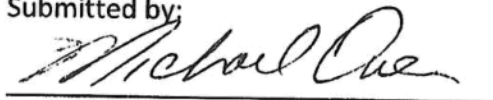
Phone (604) 946-9747 Fax (604) 940-9747

July 2016

Management Plan for FLNRO Crown Land File 2411281 Lease Renewal

1. Crown Land File Number - **2411281**
2. The land/water are being used for:
 - residential floating home marina – 95%
 - balance is moorage for marina work boats (tug & work skiff), six pleasure craft, work floats, footings for viewing platform and sewer lift pump station.
3. Ladner Reach Properties Ltd. has been the tenure holder on this site for 41 years and is applying for a 30-year lease.
4. Improvements currently on the land or in the water:
See attached documents, photos and flash drive containing auto rectified images including ½ meter contour lines and elevations
5. No new improvements are proposed to be installed on this site.
6. No hazardous materials are stored on this site.
7. Attach pictures of the tenure area, and any improvements as they are today.
Photos attached
8. Dock/Pier Maintenance – minimal maintenance is required due to construction materials used. The west pier is constructed of steel with a concrete walkway; the centre pier and east piers are covered walkways constructed from cortan steel. The ramps for all three are made of aluminum. Visual inspection is performed daily. Power washing for safety reasons is not required. The marina has a full-time maintenance staff on duty 5.5 days a week, Monday to Saturday. All float home owners have emergency contact numbers they can call 24/7. The marina retains licensed and insured contractors to deal with all utilities.

Submitted by:



Signature

Date: July 21/2016

MICHAEL OWEN

Print Name

MP From
letter
p. 98

MAY 10 2017

File 2411281 Amendment Management Plan

To be appended to our 2016 management plan submitted with our application

Signed by: Michael Evans on date: May 10 2017
a Evans

May 10, 2017

General information on the Marina

a. There are 28 floating homes in the marina and moorage rent is invoiced monthly. The moorage consist of two parts:

s.21

s.21

Moorage fees at our facility right now are reviewed annually. Since Ladner Reach does not have any long term lease from FLNRO we are unable to offer continuity of moorage.

b. At the moment there are only two pleasure craft in the Marina associated with the floating homes, and there is no extra charge for their moorage. One of these vessels is under a Notice to Vacate when the float home owner sells their float home. The other vessel is owned by the President of the company and is also under a Notice to Vacate if his float home is sold. Both are insured. Ours is a residential marina and we do not provide moorage for pleasure craft, with the exception of these two cases, nor do we charge for their moorage. Ladner Reach has a 20' tug and a 16' work skiff which are used exclusively for marina maintenance purposes. These two vessels have very strict limitations for their use as set by our insurance provider. Our employee has all small vessel operator certificates as required by Provincial laws/statutes.

Utilities:

1. Water is provided to each floating home, and the cost is included in the marina operating expenses. This water service is provided by the Municipality of Delta through a meter with a back flow preventer valve which is housed in its own insulated steel cabinet. This backflow preventer valve is tested annually by MDT Backflow
2. The phone service cables, conduits etc., are located within our float system and are maintained by Telus. Telephone and/or cable/satellite services are provided by the companies directly to the floating homes.
3. Electricity is supplied to each floating home through a waterproof Hubbell quick-disconnect cable. The marina's electrical grid has been designed and installed by a B.C. certified electrical contractor, Delport Electric Ltd, (604) 943 8013 attn Ray Thompkins. The Marina maintains an annual permit from the B.C. Safety Authority CEL010024353 for all repairs and maintenance.
4. All electric meters are licensed by Innovation, Science and Economic Development Canada, Registration # 50330 and are also under Industry Canada Measurement Canada regulations Certificate #50330. Meters are tested and recalibrated on a schedule as required by Measurements Canada. The Marina charges residential electrical rates as per B.C. Hydro requirements for electricity residential re-sale, with billings every two months. Each floating home has its own electrical meter. Payments are collected bi-monthly or monthly.

5. There is a container located on our upland property, at our center pier parking lot, for household garbage only, and it is disposed of weekly by Revolution Resource Recovery.
6. There are recycling bins for newspapers, other paper products, plastics and glass, and food products for composting that the municipality collects weekly. There are also bins for deposit-returnable containers, and material such as batteries, and light bulbs. All the bins are in a combination locked container for the use of floating home owners. This service is provided by Revolution Resource Recovery.

Black water/Grey water removal methods

1. The floating homes are connected to our on-site waste water treatment system that collects both grey water and black water. Craig Regier, (604) 329 8324, is our P.Eng., with Cleartech Consulting. Terry Weatherly is our qualified Wasterwater System Operator, Certificate # 9540. This waste water system is under the B.C. Ministry of Environment.
2. Each floating home has a holding tank which pumps the contents into the marina's waste water collection system. The marina's holding tank pumps the collected waste water up into the treatment plant onshore.
3. Samples of effluent is collected quarterly and sent to Exova for testing.

General

1. The marina has two maintenance staff on duty as needed. The marina office hours of operations are 8:00 to 4:30 Monday to Friday and 9 to 12 noon Saturdays. All floating home owners are provided with regular information memos to each float home as changes or circumstances require. Rounds of the marina are conducted twice a day while staff is on duty and there is a 24/7 call out number for any outside utility supplier.
2. The marina currently maintains \$5M in liability insurance. Each floating home is required to maintain a minimum of \$1M in liability insurance. The moorage agreement requires copies of proof of insurance to be submitted by the floating home owners each year. Insurance is mandatory at this marina. See our moorage contract previously submitted.



LEASE

Lease No.: **243444**

File No.: 2411281
Disposition No.: 923160

THIS AGREEMENT is dated for reference January 1, 2017 and is made under the *Land Act*.

BETWEEN:

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

(the "Province")

AND:

LADNER REACH PROPERTIES LTD.

29 - 3871 River Rd W
Delta, BC V4K 3N2

(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this lease;

"Commencement Date" means January 1, 2017;

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

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

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

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

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

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

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

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

"Rent" means the rent set out in Article 3;

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

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

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

"you" or "your" refers to the Lessee.

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

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

ARTICLE 2 - GRANT AND TERM

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

ARTICLE 3 - RENT

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

ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
 - (i) the Rent to us at the address set out in Article 10,

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

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

- (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;
- (k) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (l) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (m) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
 - (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

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

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

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

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

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

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

unless

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

health and safety; and

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

4.4 Despite any other provision of this Agreement you must:

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

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

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

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

4.5 We may from time to time

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

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

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

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

ARTICLE 5 - LIMITATIONS

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

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

- (f) if a proposed disposition under subsection (c) will not have a material adverse impact on your use of the Land under this Agreement you must not require any payment, whether as compensation or any other charge, as a condition of your consent to that disposition;
- (g) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (h) any interference with your use of the Land under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsection (a), (b) and (c) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (i) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- Ms June 25 2018* ~~(j) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;~~
- (k) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;
- (l) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (m) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(n)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(n)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(n)(iii); and
- (n) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a

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

ARTICLE 6 - SECURITY AND INSURANCE

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

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

- (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

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

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

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

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

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

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

- 8.3 You agree with us that

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

ARTICLE 9 - DISPUTE RESOLUTION

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

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

ARTICLE 10 - NOTICE

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

to us

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

to you

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

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

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

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by

this Agreement;

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

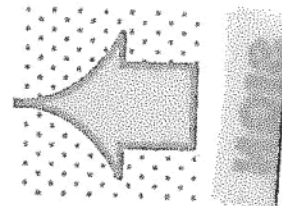
11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

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

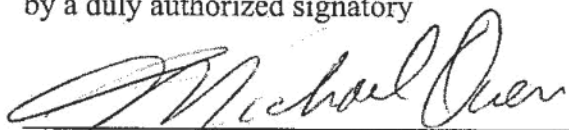
The parties have executed this Agreement as of the date of reference of this Agreement.

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

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



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



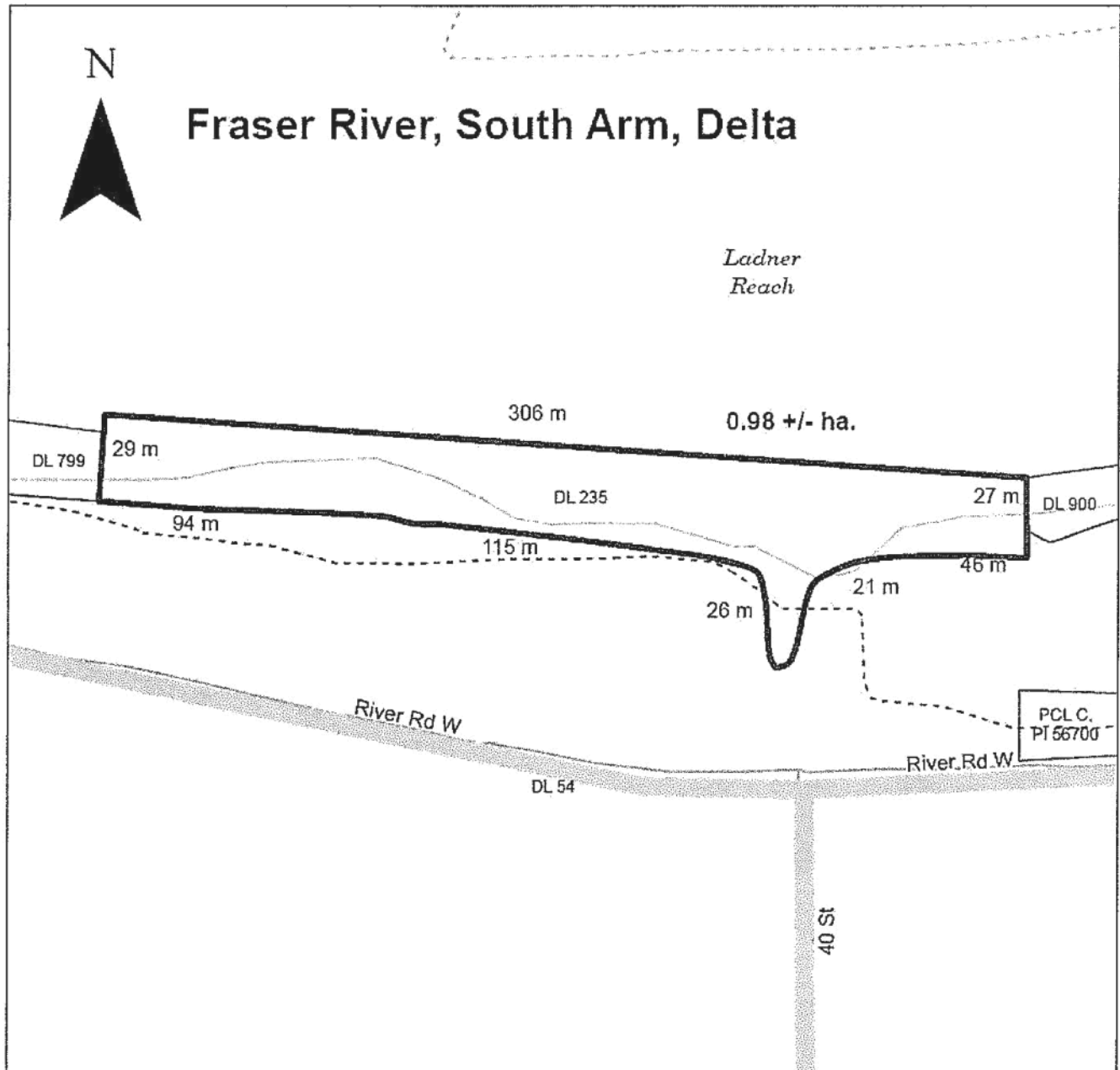
Authorized Signatory

MANAGING DIRECTOR



LEGAL DESCRIPTION SCHEDULE

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



Ladner Reach Properties Ltd.

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

E-mail: ladnerreach@dccnet.com

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

June 25, 2018

FILE NO: 2411281

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

RECEIVED

JUN 25 2018

Dear Thayer:

Ministry Of Forests, Lands and Natural Resource Operations
FrontCounter BC

Log No. 72225 C.M.

Enclosed are:

1. Two copies of the LEASE
2. Acknowledgement that no interest is payable on cash deposits
3. Copy of our Initial Security Deposit cheque of \$5,000 dated 2014-11-24
4. Response to Notice of Final Review
5. Addendum to Existing Management Plan

Thank you.



Margita Pickett

Response to Notice of Final Review

File No. 2411281

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

Dear Claudia Mahon:

Re: Application for lease

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



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

^W
DATED the 25 of June 2018



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

MANAGING DIRECTOR
MICHAEL OWEN

Print name of person signing

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

Print name of person signing

Ladner Reach Properties Ltd



**ACKNOWLEDGEMENT THAT NO INTEREST
IS PAYABLE ON CASH DEPOSITS**

I Ladner Reach Properties Ltd. ^{HAVE SUBMITTED}
Name noted on Cheque or Money Order (Individual or Corporation), ~~am submitting a cash~~

security in the amount of \$ 5,000.00 ^{CHQ# 7580} I acknowledge and understand that this cash security will not accrue interest during the time it is being held as security against file number 241281; and that this cash security will be returned only to the person named above should it no longer be required as security against the above-noted file number.


Signed MANAGING DIRECTOR

JUNE 25 2018
Date

=====

*If the individual/company submitting the cash security is not the tenure holder, the tenure holder **must** acknowledge that they have no right to the security when it is released.*

I acknowledge that should the security submitted by, and held on my behalf, be released, it will be released to the person/company named above.

Signed

Date

Security

LADNER REACH PROPERTIES29 - 3871 RIVER ROAD WEST
DELTA, B.C. V4K 3N2
Tel: (604) 946-9747

005913

DATE 2014-11-24
Y Y Y Y M M D DPAY to
the order of*Minister of Finance**Sixteen thousand nine hundred fourteen*

\$16,914.83

83 DOLLARS
100**enVision**FINANCIAL
A DIVISION OF FIRST WEST CREDIT UNIONENVISION FINANCIAL
PH: (604) 501-4210
5155 LADNER TRUNK ROAD
DELTA, BC V4K 1W4

LADNER REACH PROPERTIES

RE

Lucine fee

PER

PER

s.21

LADNER REACH PROPERTIES29 - 3871 RIVER ROAD WEST
DELTA, B.C. V4K 3N2
Tel: (604) 946-9747

005912

DATE 2014-11-24
Y Y Y Y M M D DPAY to
the order of*Minister of Finance**Five thousand dollars*

\$5,000.00

X DOLLARS
100**enVision**FINANCIAL
A DIVISION OF FIRST WEST CREDIT UNIONENVISION FINANCIAL
PH: (604) 501-4210
5155 LADNER TRUNK ROAD
DELTA, BC V4K 1W4

LADNER REACH PROPERTIES

RE

Security deposit

PER

PER

s.21

Financial Data Last Updated: JAN-01-2020

Tenure Data Last Updated: JAN-01-2020

Type: LEASE Stage: APPLICATION File Number: 2411281
SubType: STANDARD LEASE Status: OFFERED
Purpose: RESIDENTIAL Commencement: JAN-01-2017 Document Number:
SubPurpose: MISCELLANEOUS Expiry: JAN-01-2047 IP Number: 267000
Next Review: JAN-01-2047 Disposition ID: 923160

Location: FRTA FRASER RIVER DELTA SOUTH
Legal Desc: ARM
DISTRICT LOT 235, GROUP 2, NEW WESTMINSTER DISTRICT

Client Name: LADNER REACH PROPERTIES LTD. Royalty Rate: Gross Percent:
Telephone: 604 9469747 Royalty Unit:
Client File:

Area Ha: .97568914

Land Value: 0.00

Rent Amt: 16,689.55 Prepaid Amt:
Mgmt Fee:

Determined By:

Security Amt: 5,000.00 0.00 0.00
Security Type: CSH

Regional Office: Coast Region - Surrey

Regional Office Phone #: 604 586-2884

Notes: YES

Total Balance Owning: \$0.00

Due Date	Invoice Number	Class	Item Description	Item Amount	Payment/ Adjustment Date	Payment(s)	Invoice Balance
JUN-19-2018	391239	DEPOSIT	Security Deposit	5,000.00	JUN-19-2018	5,000.00	0.00
JUN-19-2018	391240	INVOICE	LICENCE FEE - Region 2	34,917.26	JUN-19-2018	36,663.12	0.00
		INVOICE	Tax	1,745.86			
AUG-03-2016	341947	INVOICE	AF2 RE Application Fee - Reg 2	250.00	AUG-03-2016	262.50	0.00
		INVOICE	Tax	12.50			
JAN-01-2016	653252	INVOICE	Annual Rent: Fixed By Agreement	15,859.36	JAN-18-2016	16,450.04	0.00
		INVOICE	Tax	590.68			
JAN-30-2015	224731	DEBIT ME	refund; Inv# 221369 REc# 2-03009-14	202.29	JAN-30-2015	202.29	0.00
JAN-14-2015	223732	CREDIT M	AF2 Application Fee - Reg 2	(250.00)		0.00	0.00
		CREDIT M	LICENCE FEE - Region 2	(15,859.36)			
		CREDIT M	Tax	(10.00)			
JAN-14-2015	223734	INVOICE	AF2 Application Fee - Reg 2	250.00	JAN-14-2015	16,712.54	0.00
		INVOICE	licence fee - Region 2	15,859.36			
		INVOICE	Tax	603.18			
DEC-09-2014	221851	CREDIT M	AF2 Application Fee - Reg 2	0.00		0.00	0.00
		CREDIT M	LICENCE FEE - Region 2	0.00			
		CREDIT M	Tax	(795.47)			
DEC-03-2014	221369	INVOICE	AF2 Application Fee - Reg 2	250.00	JAN-14-2015	16,914.83	0.00
		INVOICE	LICENCE FEE - Region 2	15,859.36			
		INVOICE	Tax	805.47			
DEC-03-2014	221371	DEPOSIT	Security Deposit	5,000.00	DEC-03-2014	5,000.00	0.00

From: Nugent, Thayer FLNR:EX
Sent: Thursday, June 21, 2018 4:53 PM
To: 'M. Owen'
Cc: ladnerreach@dccnet.com
Subject: RE: ladner reach lease File number 2411281

Hi Michael,

It was nice to meet with you, Frank and Kelly last week.

With respect to the document concerns, based on our discussion and on the Management Plan Addendum that you provided, I proposed that:

- The draft Management Plan Addendum can be finalized (draft watermark removed) and signed.
- This can be submitted with a signed copy of the lease agreements
- That the you strike out Article 5.1 (j) and initial and date (this is the article that limits dredging without our consent)

s.14

s.13

Please let me know if you have further questions.

Kind Regards,

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

From: M. Owen [<mailto:s.22>]
Sent: Wednesday, June 20, 2018 2:30 PM
To: Nugent, Thayer FLNR:EX; Johnsrude, Allan N FLNR:EX; ladnerreach@dccnet.com
Subject: ladner reach lease File number 2411281

I want to thank you three for seeing us last week. I really do want to move Ladner Reach approval along. To that end we left with you two cheques in the full amount in your correspondence to us of January 9 2018.



**General Commercial User Group
Ladner Sediment Group
Floating Home Association of BC
Community Residential Waterlot Leaseholders Association
River Road Waterfront Property Owners Group**

June 7, 2018

Ms. Thayer Nugent
Senior Authorizations Officer, South Coast Natural Resource Area
Ministry of Forests, Lands, Natural Resource Operations & Rural Development
Government of British Columbia
Surrey, BC

In preparation for our June 12th meeting—on key water lot lease clauses of concern or interest—the following list of discussion topics are provided. For the most part, they represent the consensus view of Ladner-based commercial/industrial water lot lease holders. The topics are as follows:

1. Timeliness of Renewals

- An update on the status and progress of replacement applications is requested.

2. Affordability

- Excessive rent increases were to be subject to further FLNR review. An update is requested.
- Rents are assessed on operating costs that include GST. Can GST be omitted in the calculation?
- The rent review period (annual) is problematic for planning and budgeting. Is a multi-year period possible?

3. Management Terms

- Can emergency dredging and dock/pile maintenance be part of the management plan?
- Can assurances re: non-liability for upland sourced pollution be included in the lease terms?
- Can provision for exclusive use (per other BC legislation) be included in the lease terms?

We look forward to discussing this topics with you.

Sincerely,

Fraser River Residential & Commercial Working Group
Kelly McCloskey, President, Floating Home Association of BC
Mike Owen, President, BC General Commercial User Group (PMV)
John Roscoe, Chair, Ladner Sediment Group
Steve Stacey, River Road Waterfront Property Owners Group
Frank Archer, President, Community Residential Water Lot Lease Holders Assoc. of BC

cc: Allan Johnsrude, Kevin Haberl, Donna Myketa

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

2. Requirements

Signing and Return of Tenure Documents

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

Monies Payable

You must deliver to us the following amounts:

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

* denotes GST payable

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

Security

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

Insurance

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

LADNER REACH PROPERTIES29 - 3871 RIVER ROAD WEST
DELTA, B.C. V4K 3N2
Tel: (604) 946-9747

007579

DATE 2018-06-12
Y Y Y Y M M D DPAY to
the order of

Minister of Finance

\$36,663.12

Thirty-six thousand six hundred sixty-three 12

DOLLARS

**envision**

A DIVISION OF FIRST WEST CREDIT UNION

ENVISION FINANCIAL
PH: (604) 501-4210
5155 LADNER TRUNK ROAD
DELTA, BC V4K 1W4

LADNER REACH PROPERTIES

PER

PER

RE

File # 2411281

Lease

s.21

LADNER REACH PROPERTIES29 - 3871 RIVER ROAD WEST
DELTA, B.C. V4K 3N2
Tel: (604) 946-9747

007580

DATE 2018-06-12
Y Y Y Y M M D DPAY to
the order of

Minister of Finance

\$5000.00

Five thousand dollars

DOLLARS

**envision**

A DIVISION OF FIRST WEST CREDIT UNION

ENVISION FINANCIAL
PH: (604) 501-4210
5155 LADNER TRUNK ROAD
DELTA, BC V4K 1W4

LADNER REACH PROPERTIES

PER

PER

RE

File # 2411281

Security deposit

s.21

Nugent, Thayer FLNR:EX

24/1281

From: M. Owen <s.22
Sent: Friday, May 4, 2018 9:42 AM
To: Nugent, Thayer FLNR:EX
Subject: Re: ladner reach lease outstanding issue

that's the issue the other acts. they need to be modified to allow this type of low key maintenance work. mike

From: Nugent, Thayer FLNR:EX
Sent: Friday, May 04, 2018 8:11 AM
To: 'M. Owen'
Subject: RE: ladner reach lease outstanding issue

Hi Michael,

It was nice to see you at the meeting and tour. Please direct the letter of concern to Donna Myketa, as the Manager of Lands Authorizations.

There is the option of amending your management plan to include information on the regularly required maintenance works including dredging and pile driving repairs. This could be done by preparing an addendum to your existing plan, which could be submitted for our review. The plan should provide information on the anticipated frequency of the activities. The plan should also specify that you will obtain any other required authorizations for the activities. Dredging and pile driving would both require an authorization under the *Water Sustainability Act* for works in a stream.

There is a clause in the lease agreement which requires you to obtain our written approval prior to dredging, however this clause could be amended or removed if the management plan covers the maintenance dredging activities.

Please let me know if you have any questions about the above.

Kind Regards,

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

From: M. Owen s.22
Sent: Thursday, May 3, 2018 10:17 AM
To: Nugent, Thayer FLNR:EX
Subject: ladner reach lease outstanding issue

Thayer thank you for attending the meeting in ladner last week. To whom do I write our letter of concern regarding some of the clauses? You, You and Kevin Haberl, You and Allan? You, and Tim Sheldan? I really

Nugent, Thayer FLNR:EX

2411281

From: M. Owen <s.22
Sent: Friday, May 4, 2018 9:43 AM
To: Nugent, Thayer FLNR:EX
Subject: Re: ladner reach lease outstanding issue

thanks thayer I'll prepare what I consider an amendment to our management plan.

From: Nugent, Thayer FLNR:EX
Sent: Friday, May 04, 2018 8:11 AM
To: 'M. Owen'
Subject: RE: ladner reach lease outstanding issue

Hi Michael,

It was nice to see you at the meeting and tour. Please direct the letter of concern to Donna Myketa, as the Manager of Lands Authorizations.

There is the option of amending your management plan to include information on the regularly required maintenance works including dredging and pile driving repairs. This could be done by preparing an addendum to your existing plan, which could be submitted for our review. The plan should provide information on the anticipated frequency of the activities. The plan should also specify that you will obtain any other required authorizations for the activities. Dredging and pile driving would both require an authorization under the *Water Sustainability Act* for works in a stream.

There is a clause in the lease agreement which requires you to obtain our written approval prior to dredging, however this clause could be amended or removed if the management plan covers the maintenance dredging activities.

Please let me know if you have any questions about the above.

Kind Regards,

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

From: M. Owen s.22
Sent: Thursday, May 3, 2018 10:17 AM
To: Nugent, Thayer FLNR:EX
Subject: ladner reach lease outstanding issue

Thayer thank you for attending the meeting in ladner last week. To whom do I write our letter of concern regarding some of the clauses? You, You and Kevin Haberl, You and Allan? You, and Tim Sheldan? I really

Mahon, Claudia FLNR:EX

From: Mahon, Claudia FLNR:EX
Sent: Tuesday, March 20, 2018 10:51 AM
To: 'M. Owen'
Cc: Lion, Jason E FLNR:EX
Subject: RE: ladner reach lease number #2411281
Attachments: 2018 Claudia Mahon.pdf

Hi Mike,

Thank you for contacting me with your questions. I have asked Jason Lion, copied on this email, to respond to you on some of these questions as they are a little bit outside my knowledge area.

In regards to your question regarding rental notice, we are unable to provide notice of adjustment a year in advance. This is because rental reviews are done annually a few weeks prior to the anniversary date of the tenure, and are based on factors currently in effect, such as land values.

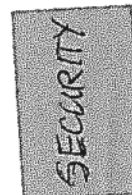
I can confirm that we already hold \$5,000.00 security on this tenure, and you need only pay another \$5,000.00 to meet the requirements of the replacement tenure.

Jason, can you assist Mike with his other questions in contained in the attached document.

Best regards,

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

From: M. Owen [mailto:s.22]
Sent: Thursday, March 15, 2018 4:03 PM
To: Mahon, Claudia FLNR:EX
Subject: ladner reach lease number #2411281



Mahon, Claudia FLNR:EX

From: Mahon, Claudia FLNR:EX
Sent: Tuesday, January 9, 2018 1:31 PM
To: s.22
Subject: File No. 2411281 - Documents for Signature
Attachments: 2411281 - NFR.pdf; 2411281 Lease.pdf; 2411281 Lease.pdf; 2411281 - Ins Cert..docx; Security Information.pdf

Hi Mike,

Attached please find documents for review and signature.

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

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





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

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

GST Registration No: R107864738

Your contact is: Claudia Mahon

Our file: 2411281

NOTICE OF FINAL REVIEW

January 9, 2018

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

Dear Sir or Madam:

Re: Your Application for a Tenure over Crown Land

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

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

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

This is to replace Lease No. B913444.

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

1. Deadline for Completion of Requirements

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

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

2. Requirements

Signing and Return of Tenure Documents

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

Monies Payable

You must deliver to us the following amounts:

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

* denotes GST payable

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

Security

You must deliver to us a security deposit in the amount of \$10,000.00 to guarantee the performance of your obligations under the lease. Please see attached information regarding acceptable types of security. Additional
\$5,000.00
received ✓
see Mar 20/18
e-mail

Insurance

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

3. Process following completion of Requirements

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

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

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

4. Acknowledgments of the Applicant

You represent, acknowledge and agree that:

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

Freedom of Information

Personal information is collected under the *Land Act* for the purpose of administering Crown land. Information on your application, and if issued, your tenure, will become

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

Yours truly,

A handwritten signature consisting of a circle with a diagonal line through it.

Authorized Representative

Response to Notice of Final Review

File No. 2411281

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

Dear Claudia Mahon:

Re: Application for lease

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

DATED the ____ of _____, ____.

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

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

Print name of person signing

Print name of person signing