



# PARK USE PERMIT

## LAND USE/OCCUPANCY

This Park Use Permit No. **OK9710000** (the "Permit") is issued under the authority of the *Park Act*

**E.C. Manning Provincial Park**  
(the "Park")

FILE COPY

**FROM:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the *Park Act* (the "Province") at the following address:

Ministry of Environment, Lands and Parks  
BC Parks, Okanagan District  
Box 399, Summerland BC V0H 1Z0

**TO:**

**Royal Canadian Mounted Police**

(the "Permittee") at the following address

657 W 37<sup>th</sup> Avenue  
Vancouver BC V5Z 1K6

### THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

#### ARTICLE I - GRANT OF PERMIT

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.

#### ARTICLE II - DURATION

- 2.01 The duration of this Permit is for a term of **Ten (10) years** commencing on **August 1, 2000** (the "Commencement Date") and ending on **July 31, 2010** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

#### ARTICLE III - FINANCIAL

- 3.01 The Permittee must pay to the Province a fee (the "Permit Fee") of \$Nil (GST included if applicable) prior to Commencement Date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

#### ARTICLE IV - INDEMNITY AND INSURANCE

- 4.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer to be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any inability arising from any independent, negligent act of the Province.
- 4.02 The Permittee will, during the term of this Permit, provide, maintain and pay for insurance in such form and amounts and with such deductibles, if any, as prescribed in the Insurance Schedule. Not required.

#### ARTICLE V - TRANSFER

- 5.01 The Permittee must not assign, transfer, sublicense or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 5.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 1(4) of the *Company Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 5.01.

#### ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
  - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;

(c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;

(d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the Permit Area;

(e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee.

(f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;

(g) comply with all orders and directions made, verbally or in writing, by a park officer (as defined in the *Park Act*) relating to the Park, this Permit or the Permit Area;

(h) not construct, erect, place, repair, maintain or alter any building, fixture, equipment, structure or improvement in the Permit Area except as may be permitted by this Permit or with the prior written consent of the Province;

(i) take all reasonable precautions to prevent and suppress fires in the Permit Area;

(j) not interfere with free public access through, across and upon the Permit Area, unless otherwise specified in the Management Plan Schedule;

(k) not interfere with or disrupt the activities and operations of other permittee's or users in the Park;

(l) use and occupy the Permit Area only in accordance with the provisions of this Permit;

(m) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) or any archaeological or cultural artifact found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with the *Park Act* and all other applicable laws;

(n) not commit or allow any wilful or voluntary waste, damage or destruction in or upon the Permit Area;

(o) pay for or repair, as determined by the Province, any damage caused to the property of the Province by the Permittee, its employees, agents, contractors, or licensees;

(p) upon the expiration, cancellation or termination of this Permit:

- (i) peaceably quit and deliver up possession of the Permit Area to the Province,
- (ii) remove all chattels and improvements of the Permittee from the Permit Area within 30 days of the expiration, cancellation or sooner termination of this Permit, unless otherwise advised in writing, by the Province,
- (iii) deliver to the Province possession of all equipment, furnishings, fixtures, chattels and improvements owned by the Province in a state of good repair and working order, and
- (iv) restore the Permit Area to the satisfaction of the Province;

and to the extent necessary, this covenant will survive the expiration, cancellation or termination of this Permit; and

(q) comply with all provisions of the schedules to this Permit.

## ARTICLE VII - RIGHTS OF THE PROVINCE

7.01 The Province retains all rights in respect of the Park and Permit Area which are not expressly granted to the Permittee under this permit, including, without limitation:

(a) the right at all times for the Province, its authorized representatives, employees, and agents to have unimpeded

access over and along all portions of the Permit Area and to inspect any portions of the Permit Area;

(b) the right at all times to construct, repair, alter and maintain buildings, equipment, structures and improvements upon the Permit Area; and

(c) the right to grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the rights of the Permittee under this Permit.

## ARTICLE VIII - NOTICE

8.01 Any notice required to be given by either party to the other will be deemed to be given if it is in writing and is delivered by hand or prepaid registered mail to the address first written above or any other address that may be specified in writing by a party and a notice will be deemed to be delivered, if mailed, eight days after the time of mailing except, in the case of a postal interruption, actual receipt is required.

8.02 Notwithstanding section 8.01, any written notice to be given by the Province to the Permittee under this Permit will be effectively given if it is posted in a conspicuous place on the Permit Area.

## ARTICLE IX - RENEWAL

9.01 Not later than 30 days prior to the Expiration Date, the Permittee may, by notice in writing delivered to the Province, apply to the Province for a renewal of this Permit.

9.02 Provided that the Permittee is not in default under this Permit and subject to the terms of the *Park Act*, the Province may renew this Permit upon the terms and conditions determined by the Province.

9.03 The Permittee acknowledges that nothing in this Permit obligates the Province to renew this Permit and the Province's decision in that respect is entirely within its discretion.

## ARTICLE X - FINANCIAL GUARANTEE

10.01 The Permittee will, in accordance with the Financial Guarantee Schedule, deliver to the Province security for the performance by the Permittee of all its obligations under this Permit. Not required.

## ARTICLE XI - MISCELLANEOUS

11.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.

11.02 Time is of the essence in this Permit.

11.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.

11.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.

11.05 All employees hired by the Permittee will remain at all times the employees of the Permittee and not of the Province and the Permittee will be solely responsible for the arrangement of reliefs and substitutions, pay, supervision, discipline, unemployment insurance, worker's compensation, leave and all other matters arising out of the relationship of employer and employee.

11.06 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which result from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operation or property.

## ARTICLE XII - CANCELLATION

12.01 In the event that:

(a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for

7 days after the giving of written notice of the default by the Province to the Permittee;

(b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;

(c) the Permittee has willfully misrepresented information:

- (i) on the application form which led to the granting of this Permit, or
- (ii) required to be provided under the terms and conditions of this Permit;

(d) the Permit Area is damaged or destroyed by any cause whatsoever;

(e) the Park is closed by the Province;

(f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;

(g) any of the Permittee's assets is seized in execution from the Permit Area;

(h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;

the Province may cancel this Permit immediately by written notice to the Permittee.

12.02 In the event that the Permittee and the Province mutually agree in writing to terminate this Permit, the parties will be released and discharged from their obligations under this Permit, except as otherwise provided in this Permit.

12.03 The obligation of the Permittee

(a) to pay the Permit Fee and other money payable under this Permit; and

(b) to comply with Sections 4.01, 6.01(e), 6.01(o) and 6.01(p);

will survive the expiration, cancellation or termination of this Permit.

12.04 The Permittee will not be entitled to any compensation from the Province, in damages or otherwise, in respect of a cancellation or termination of this Permit.

## ARTICLE XIII - INTERPRETATION

13.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.

13.02 The captions and headings contained in the Permit are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Permit.

13.03 In this Permit, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to in this Permit are enactments of the Province of British Columbia.

13.04 If any part of this Permit is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will be enforceable to the fullest extent permitted by law.

13.05 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.

13.06 All schedules to this Permit form an integral part of this Permit.

IN WITNESS WHEREOF the parties have duly executed this Permit.

**SIGNED** and **DELIVERED** on behalf of the **Province** by a duly authorized representative of the Province.

\_\_\_\_\_  
Duly Authorized Representative

\_\_\_\_\_  
Date

**SIGNED** and **DELIVERED** on behalf of the **Permittee** (or by an authorized signatory of the Permittee if a Corporation)

\_\_\_\_\_  
Signature of Permittee or Authorized Signatory

\_\_\_\_\_  
Date

\* Printed from K drive

# MANAGEMENT PLAN SCHEDULE

## PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Area described below and highlighted on the attached map.

### **E.C. Manning Provincial Park**

## PURPOSE

This Permit is issued to the Permittee for the purpose of use and maintenance of a telecommunication facility within E.C. Manning Provincial Park.

## SPECIAL PROVISIONS

### **1. Designated Representative**

The Permittee shall appoint a representative to be responsible for liaison between the Ministry of Parks and the Permittee. The Permittee appointed representative shall be identified in writing to the Area Supervisor.

### **2. Notices**

Prior to conducting any activity within the Permit Area, the Permittee shall contact the Area Supervisor.

### **3. Emergency Access**

The Permittee shall be free to enter upon the Permit Area to effect emergency repairs as required without prior consultation with the Area Supervisor, but shall notify the Area Supervisor of such actions at the first available opportunity.

### **4. Maintenance**

The Permittee shall maintain all the installations and improvements authorized by this Permit to the satisfaction of the Area Supervisor.

### **5. Improvements**

No improvements or changes shall be constructed or installed except in accordance with plans and specifications which have been approved in writing by the District Manager, and any deviation therefrom shall have prior approval of the District Manager.



**6. Flora**

The Permittee shall not trim, cut or remove any trees or forest vegetation except as approved by the Area Supervisor, and all brush and debris resulting from the clearing of any part of the said lands shall be disposed of to the satisfaction of the Area Supervisor.

**7. Garbage and Debris**

All garbage and debris resulting from uses under this Permit shall be removed from the Park to the satisfaction of the Area Supervisor.

**8. Removal/Restoration**

The Permittee, in the event of termination or cancellation of such use as aforesaid, shall at his own expense, submit a rehabilitation plan to the District Manager for approval, detailing proposed methods for restoration of the Permit Area to its natural state within a period of one year.

**9. Over-snow Vehicles**

- a) The Permittee is authorized to use an over-snow vehicle for access to the Blackwall site during the winter months.
- b) All travel by over-snow vehicles shall be restricted to the access road.
- c) Use of over-snow vehicles shall be limited to those times in which adequate snow cover precludes damage to the roads.
- d) The over-snow vehicles used shall be equipped with a drag device to smooth out the tracks and leave the snow surface on the access road safe for cross-country skiing.

**10. Communication Facilities**

- a) The Permittee shall not construct or install structures or equipment, or make any changes to existing structures, equipment or frequencies without the prior consent of all parties having and using existing authorized installation, equipment, or frequencies which might be affected by such construction, installation, changes, or the operation of the same.
- b) That this Permit is granted and accepted subject to prior rights existing in favour of third parties, if any, and the permittee hereby agrees to take whatever action is necessary, at their own expense, to ensure to the mutual satisfaction of all concerned third parties that any or all radio, television, or ancillary equipment installed and operated by the Permittee on the site either now or in the future, shall not cause harmful interference to the operation of any facilities in existence at the time the said equipment is installed. Should all attempts to eliminate such interference fail, the Permittee shall terminate operation of the offending equipment.

c) The Permittee shall cooperate with any government ministry or other persons presently operating or hereafter operating facilities in the locale in resolving any interference problems which might arise as a result of the installation of any equipment or other facilities which will interfere with or render inoperative any radio or other communication facilities of any government ministry or other persons presently operating or hereafter operating during the existence of this Permit.

d) This Permit is granted on the distinct understanding that, in the event of other persons, government ministries, Crown agencies, or corporations finding it necessary to establish radio and television communication facilities or facilities of a like nature within the confines of the lands hereby covered by this Permit, the Minister of Parks hereby reserves the right to grant to such persons, government ministries, Crown, or corporations, the right to use a portion or portions of the said lands for such purposes if, in the Minister's discretion, it is considered to be in the public interest.



## LAND USE / OCCUPANCY

This Park Use Permit No. **OK9710022** (the "Permit") is issued under the authority of the *Park Act*

**E.C. Manning Provincial Park**  
(the "Park")

## FROM:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the *Park Act* (the "Province") at the following address:

Ministry of Water, Land & Air Protection  
Environmental Stewardship  
BC Parks  
201 – 3547 Skaha Lake Road  
Penticton BC V2A 7K2

## TO:

**Imperial Metals Corporation**

(the "Permittee") at the following address

580 Hornby Street, Suite 200  
Vancouver BC V6C 3B6

## THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

## ARTICLE I - GRANT OF PERMIT

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.

## ARTICLE II - DURATION

- 2.01 The duration of this Permit is for a term of 5 (five) years commencing on **June 1, 2003** (the "Commencement Date") and ending on **May 31, 2008** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

## ARTICLE III - FINANCIAL

- 3.01 The Permittee must pay to the Province a fee (the "Permit Fee") of \$ **429.00** (GST included if applicable) prior to Commencement Date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

## ARTICLE IV - INDEMNITY AND INSURANCE

- 4.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer to be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any inability arising from any independent, negligent act of the Province.

- 4.02 The Permittee will, during the term of this Permit, provide, maintain and pay for insurance in such form and amounts and with such deductibles, if any, as prescribed in the Insurance Schedule.

## ARTICLE V - TRANSFER

- 5.01 The Permittee must not assign, transfer, sub-licence or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 5.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 1(4) of the *Company Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 5.01.

## ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
  - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
  - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
  - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the Permit Area;
  - (e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee;
  - (f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;

- (g) comply with all orders and directions made, verbally or in writing, by a park officer (as defined in the *Park Act*) relating to the Park, this Permit or the Permit Area;
- (h) not construct, erect, place, repair, maintain or alter any building, fixture, equipment, structure or improvement in the Permit Area except as may be permitted by this Permit or with the prior written consent of the Province;
- (i) take all reasonable precautions to prevent and suppress fires in the Permit Area;
- (j) not interfere with free public access through, across and upon the Permit Area, unless otherwise specified in the Management Plan Schedule;
- (k) not interfere with or disrupt the activities and operations of other permittees or users in the Park;
- (l) use and occupy the Permit Area only in accordance with the provisions of this Permit;
- (m) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) or any archaeological or cultural artifact found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with the *Park Act* and all other applicable laws;
- (n) not commit or allow any wilful or voluntary waste, damage or destruction in or upon the Permit Area;
- (o) pay for or repair, as determined by the Province, any damage caused to the property of the Province by the Permittee, its employees, agents, contractors, or licensees;
- (p) upon the expiration, cancellation or termination of this Permit:
  - (i) peaceably quit and deliver up possession of the Permit Area to the Province;
  - (ii) remove all chattels and improvements of the Permittee from the Permit Area within 30 days of the expiration, cancellation or sooner termination of this Permit, unless otherwise advised in writing, by the Province;
  - (iii) deliver to the Province possession of all equipment, furnishings, fixtures, chattels and improvements owned by the Permittee in a state of good repair and working order; and
  - (iv) restore the Permit Area to the satisfaction of the Province; and to the extent necessary, this covenant will survive the expiration, cancellation or termination of this Permit; and
- (q) comply with all provisions of the schedules to this Permit.

## ARTICLE VII - RIGHTS OF THE PROVINCE

- 7.01 The Province retains all rights in respect of the Park and Permit Area which are not expressly granted to the Permittee under this permit, including, without limitation:
- (a) the right at all times for the Province, its authorized representatives, employees, and agents to have unimpeded access over and along all portions of the Permit Area and to inspect any portions of the Permit Area;
  - (b) the right at all times to construct, repair, alter and maintain buildings, equipment, structures and improvements upon the Permit Area; and
  - (c) the right to grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the rights of the Permittee under this Permit.

## ARTICLE VIII - NOTICE

- 8.01 Any notice required to be given by either party to the other will be deemed to be given, if it is in writing and is delivered by hand or prepaid registered mail to the address first written above or any other address that may be specified in writing by a party and a notice will be deemed to be delivered, if mailed, 8

days after the time of mailing except, in the case of a postal interruption, actual receipt is required.

- 8.02 Notwithstanding section 8.01, any written notice to be given by the Province to the Permittee under this Permit will be effectively given if it is posted in a conspicuous place on the Permit Area.

## ARTICLE IX - RENEWAL

- 9.01 Not later than 30 days prior to the Expiration Date, the Permittee may, by notice in writing delivered to the Province, apply to the Province for a renewal of this Permit.
- 9.02 Provided that the Permittee is not in default under this Permit and subject to the terms of the *Park Act*, the Province may renew this Permit upon the terms and conditions determined by the Province.
- 9.03 The Permittee acknowledges that nothing in this Permit obligates the Province to renew this Permit and the Province's decision in that respect is entirely within its discretion.

## ARTICLE X - FINANCIAL GUARANTEE

- 10.01 The Permittee will, in accordance with the Financial Guarantee Schedule, deliver to the Province security for the performance by the Permittee of all its obligations under this Permit.

## ARTICLE XI - MISCELLANEOUS

- 11.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.
- 11.02 Time is of the essence in this Permit.
- 11.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.
- 11.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.
- 11.05 All employees hired by the Permittee will remain at all times the employees of the Permittee and not of the Province and the Permittee will be solely responsible for the arrangement of reliefs and substitutions, pay, supervision, discipline, unemployment insurance, worker's compensation, leave and all other matters arising out of the relationship of employer and employee.
- 11.06 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which result from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operation or property.

## ARTICLE XII - CANCELLATION

- 12.01 In the event that
- (a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for 7 days after the giving of written notice of the default by the Province to the Permittee;
  - (b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;
  - (c) the Permittee has wilfully misrepresented information:
    - (i) on the application form which led to the granting of this Permit, or
    - (ii) required to be provided under the terms and conditions of this Permit;
  - (d) the Permit Area is damaged or destroyed by any cause whatsoever;
  - (e) the Park is closed by the Province;

- (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
- (g) any of the Permittee's assets is seized in execution from the Permit Area;
- (h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;

the Province may cancel this Permit immediately by written notice to the Permittee.

12.02 In the event that the Permittee and the Province mutually agree in writing to terminate this Permit, the parties will be released and discharged from their obligations under this Permit, except as otherwise provided in this Permit.

12.03 The obligation of the Permittee

- (a) to pay the Permit Fee and other money payable under this Permit; and
- (b) to comply with Sections 4.01, 6.01(e), 6.01(o) and 6.01(p);

will survive the expiration, cancellation or termination of this Permit.

12.04 The Permittee will not be entitled to any compensation from the Province, in damages or otherwise, in respect of a cancellation or termination of this Permit.

## ARTICLE XIII - INTERPRETATION

- 13.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.
- 13.02 The captions and headings contained in the Permit are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Permit.
- 13.03 In this Permit, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to in this Permit are enactments of the Province of British Columbia.
- 13.04 If any part of this Permit is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will be enforceable to the fullest extent permitted by law.
- 13.05 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.
- 13.06 All schedules to this Permit form an integral part of this Permit.

IN WITNESS WHEREOF the parties have duly executed this Permit.

**SIGNED and DELIVERED** on behalf of the Province  
by a duly authorized representative of the Province.

**SIGNED and DELIVERED** on behalf of the Permittee  
(or by an authorized signatory of the Permittee if a Corporation)

\_\_\_\_\_  
Duly Authorized Representative

\_\_\_\_\_  
Signature of Permittee or Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## MANAGEMENT PLAN SCHEDULE

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### PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Area described below on the attached map.

An access road in **E. C. Manning Provincial Park** approximately 2.4 km in length commencing at km 51.3 of Highway #3 southeast to the boundary of the Park (highlighted on attached map).

### PURPOSE

This Permit is issued to the Permittee for the purpose of: to authorize the use and maintenance of an existing road and bridge.

### SPECIAL PROVISIONS

1. The Permittee shall maintain the road to the satisfaction of the District Manager.
2. The District Manager shall be contacted one week prior to commencement of operations for approval of all upgrading and maintenance work planned for the road.
3. The Permittee shall maintain all authorized improvements on the Permit Area in an adequate state of repair for the purpose for which they are intended.
4. The Permittee shall maintain all bridges and culverts for watercourses crossing the road and shall install additional draining structures as required to minimize ditch erosion to the satisfaction of the District Manager.
5. All construction activities shall be restricted to the approved rights-of-way.
6. All slash and debris resulting from clearing of the right-of-way shall be disposed of as required by the District Manager.
7. The Permittee agrees to accept the access road on an "as-found" basis, and no improvements to the access road shall be undertaken by the Permittee except with the prior written approval of the District Manager.
8. No gravel shall be extracted from the right-of-way and no borrow pits shall be established within the Park.
9. The Permittee shall take precautions to prevent earth or debris from damming or otherwise obstructing the free flow of all watercourses.
10. The Province shall not be liable for any damages suffered by the Permittee to the access road or otherwise, caused by flooding.



11. The Permittee shall not, during the term of the permit, hew, fall remove or destroy any trees or plants without first obtaining approval from the District Manager.
12. The Permittee shall contact the Ministry of Transportation and Highways (Chilliwack) for approval of access to Highway #3.
13. The Permittee shall maintain gates on the access road to the satisfaction of the District Manager
14. The Permittee shall provide a lock, as specified by the Ministry representative; shall lock the gate at all times; and provide the District Manager with a key.
15. The Permittee shall provide the Province with a detailed drawing showing the location of the mineral claims relative to the Park boundary and the Skagit Valley Recreation Area.



# PARK USE PERMIT

## LAND USE/OCCUPANCY

This Park Use Permit No. **OK9710022** (the "Permit") is issued under the authority of the *Park Act*.

**E. C. Manning Provincial Park**  
(the "Park")

**FROM:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the *Park Act* (the "Province") at the following address:

Ministry of Environment, Lands and Parks  
BC Parks, Okanagan District  
Box 399, Summerland BC V0H 1Z0

**TO:**

**Imperial Metals Corporation**

(the "Permittee") at the following address

**420 - 355 Burrard Street  
Vancouver BC V6C 2G8**

### THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

#### ARTICLE I - GRANT OF PERMIT

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.

#### ARTICLE II - DURATION

- 2.01 The duration of this Permit is for a term of **five (5) years** commencing on **June 1, 1998** (the "Commencement Date") and ending on **May 31, 2003** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

#### ARTICLE III - FINANCIAL

- 3.01 The Permittee must pay to the Province a fee (the "Permit Fee") of \$428.00 (GST included if applicable) prior to Commencement Date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

#### ARTICLE IV - INDEMNITY AND INSURANCE

- 4.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer to be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any inability arising from any independent, negligent act of the Province.
- 4.02 The Permittee will, during the term of this Permit, provide, maintain and pay for insurance in such form and amounts and with such deductibles, if any, as prescribed in the Insurance Schedule. (Not Required.)

#### ARTICLE V - TRANSFER

- 5.01 The Permittee must not assign, transfer, sublicense or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 5.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 1(4) of the *Company Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 5.01.

#### ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;

- (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
  - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
  - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the Permit Area;
  - (e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee;
  - (f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;
  - (g) comply with all orders and directions made, verbally or in writing, by a park officer (as defined in the *Park Act*) relating to the Park, this Permit or the Permit Area;
  - (h) not construct, erect, place, repair, maintain or alter any building, fixture, equipment, structure or improvement in the Permit Area except as may be permitted by this Permit or with the prior written consent of the Province;
  - (i) take all reasonable precautions to prevent and suppress fires in the Permit Area;
  - (j) not interfere with free public access through, across and upon the Permit Area, unless otherwise specified in the Management Plan Schedule;
  - (k) not interfere with or disrupt the activities and operations of other permittee's or users in the Park;
  - (l) use and occupy the Permit Area only in accordance with the provisions of this Permit;
  - (m) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) or any archaeological or cultural artifact found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with the *Park Act* and all other applicable laws;
  - (n) not commit or allow any wilful or voluntary waste, damage or destruction in or upon the Permit Area;
  - (o) pay for or repair, as determined by the Province, any damage caused to the property of the Province by the Permittee, its employees, agents, contractors, or licensees;
  - (p) upon the expiration, cancellation or termination of this Permit:
    - (i) peaceably quit and deliver up possession of the Permit Area to the Province,
    - (ii) remove all chattels and improvements of the Permittee from the Permit Area within 30 days of the expiration, cancellation or sooner termination of this Permit, unless otherwise advised in writing, by the Province,
    - (iii) deliver to the Province possession of all equipment, furnishings, fixtures, chattels and improvements owned by the Province in a state of good repair and working order, and
    - (iv) restore the Permit Area to the satisfaction of the Province;
- and to the extent necessary, this covenant will survive the expiration, cancellation or termination of this Permit; and
- (q) comply with all provisions of the schedules to this Permit.

## ARTICLE VII - RIGHTS OF THE PROVINCE

- 7.01 The Province retains all rights in respect of the Park and Permit Area which are not expressly granted to the Permittee under this permit, including, without limitation:

- (a) the right at all times for the Province, its authorized representatives, employees, and agents to have unimpeded access over and along all portions of the Permit Area and to inspect any portions of the Permit Area;
- (b) the right at all times to construct, repair, alter and maintain buildings, equipment, structures and improvements upon the Permit Area; and
- (c) the right to grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the rights of the Permittee under this Permit.

## ARTICLE VIII - NOTICE

- 8.01 Any notice required to be given by either party to the other will be deemed to be given if it is in writing and is delivered by hand or prepaid registered mail to the address first written above or any other address that may be specified in writing by a party and a notice will be deemed to be delivered, if mailed, 48 hours after the time of mailing except, in the case of a postal interruption, actual receipt is required.
- 8.02 Notwithstanding section 8.01, any written notice to be given by the Province to the Permittee under this Permit will be effectively given if it is posted in a conspicuous place on the Permit Area.

## ARTICLE IX - RENEWAL

- 9.01 Not later than 30 days prior to the Expiration Date, the Permittee may, by notice in writing delivered to the Province, apply to the Province for a renewal of this Permit.
- 9.02 Provided that the Permittee is not in default under this Permit and subject to the terms of the *Park Act*, the Province may renew this Permit upon the terms and conditions determined by the Province.
- 9.03 The Permittee acknowledges that nothing in this Permit obligates the Province to renew this Permit and the Province's decision in that respect is entirely within its discretion.

## ARTICLE X - FINANCIAL GUARANTEE

- 10.01 The Permittee will, in accordance with the Financial Guarantee Schedule, deliver to the Province security for the performance by the Permittee of all its obligations under this Permit. (Not Required.)

## ARTICLE XI - MISCELLANEOUS

- 11.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.
- 11.02 Time is of the essence in this Permit.
- 11.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.
- 11.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.
- 11.05 All employees hired by the Permittee will remain at all times the employees of the Permittee and not of the Province and the Permittee will be solely responsible for the arrangement of reliefs and substitutions, pay, supervision, discipline, unemployment insurance, worker's compensation, leave and all other matters arising out of the relationship of employer and employee.
- 11.06 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which result from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operation or property.

## ARTICLE XII - CANCELLATION

- 12.01 In the event that

- (a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for 7 days after the giving of written notice of the default by the Province to the Permittee;
- (b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;
- (c) the Permittee has willfully misrepresented information:
- (i) on the application form which led to the granting of this Permit, or
  - (ii) required to be provided under the terms and conditions of this Permit;
- (d) the Permit Area is damaged or destroyed by any cause whatsoever;
- (e) the Park is closed by the Province;
- (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
- (g) any of the Permittee's assets is seized in execution from the Permit Area;
- (h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;

the Province may cancel this Permit immediately by written notice to the Permittee.

- 12.02 In the event that the Permittee and the Province mutually agree in writing to terminate this Permit, the parties will be released and discharged from their obligations under this Permit, except as otherwise provided in this Permit.

#### 12.03 The obligation of the Permittee

- (a) to pay the Permit Fee and other money payable under this Permit; and
- (b) to comply with Sections 4.01, 6.01(e), 6.01(o) and 6.01(p);
- will survive the expiration, cancellation or termination of this Permit.

- 12.04 The Permittee will not be entitled to any compensation from the Province, in damages or otherwise, in respect of a cancellation or termination of this Permit.

### ARTICLE XIII - INTERPRETATION

- 13.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.
- 13.02 The captions and headings contained in the Permit are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Permit.
- 13.03 In this Permit, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to in this Permit are enactments of the Province of British Columbia.
- 13.04 If any part of this Permit is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will be enforceable to the fullest extent permitted by law.
- 13.05 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.
- 13.06 All schedules to this Permit form an integral part of this Permit.

IN WITNESS WHEREOF the parties have duly executed this Permit.

SIGNED and DELIVERED on behalf of the Province by a duly authorized representative of the Province.

\_\_\_\_\_  
Duly Authorized Representative

\_\_\_\_\_  
Date

SIGNED and DELIVERED on behalf of the Permittee (or by an authorized signatory of the Permittee if a Corporation)

\_\_\_\_\_  
Signature of Permittee or Authorized Signatory

\_\_\_\_\_  
Date

# MANAGEMENT PLAN SCHEDULE

## PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Area described below and highlighted on the attached map.

An access road in E. C. Manning Provincial Park approximately 2.4 km in length commencing at km 51.3 of Highway #3 southeast to the boundary of the Park (highlighted on attached map).

## PURPOSE

This Permit is issued to the Permittee for the purpose of to authorize the use and maintenance of an existing road and bridge.

## SPECIAL PROVISIONS

1. The Permittee shall maintain the road to the satisfaction of the Ministry representative.
2. The Ministry representative shall be contacted one week prior to commencement of operations for approval of all upgrading and maintenance work planned for the road.
3. The Permittee shall maintain all authorized improvements on the Permit Area in an adequate state of repair for the purpose for which they are intended.
4. The Permittee shall maintain all bridges and culverts for watercourses crossing the road and shall install additional draining structures as required to minimize ditch erosion to the satisfaction of the District Manager.
5. All construction activities shall be restricted to the approved rights-of-way.
6. All slash and debris resulting from clearing of the right-of-way shall be disposed of as required by the Ministry representative.
7. The Permittee agrees to accept the access road on an "as-found" basis, and no improvements to the access road shall be undertaken by the Permittee except with the prior written approval of the Ministry representative.
8. No gravel shall be extracted from the right-of-way and no borrow pits shall be established within the Park.
9. The Permittee shall take precautions to prevent earth or debris from damming or otherwise obstructing the free flow of all watercourses.

10. The Province shall not be liable for any damages suffered by the Permittee to the access road or otherwise, caused by flooding.
11. The Permittee shall not, during the term of the permit, hew, fall remove or destroy any trees or plants without first obtaining approval from the Ministry representative.
12. The Permittee shall contact the Ministry of Transportation and Highways (Chilliwack) for approval of access to Highway #3.
13. The Permittee shall maintain gates on the access road to the satisfaction of the Ministry representative.
14. The Permittee shall provide a lock, as specified by the Ministry representative; shall lock the gate at all times; and provide the Ministry representative with a key.
15. The Permittee shall provide the Province with a detailed drawing showing the location of the mineral claims relative to the Park boundary and the Skagit Valley Recreation Area.



# INSURANCE SCHEDULE

1.1 The Permittee will, during the term of this Permit, maintain and pay for, with insurers licensed in British Columbia, the following insurance:

- Commercial General Liability Insurance in an amount not less than \$1,000,000.00 **Change \$1,000,000 Insurance if nec. (press Backspace to delete existing number); press F11** inclusive per occurrence against personal injury, property damage and liability assumed under contract. The Province is to be added as an additional insured under this policy and policy must include a cross liability clause.

**Enter additional Insurance as required; Press F11**

- 1.2 All insurance required to be maintained by the Permittee under this Permit will be primary and not require any insurer of the Province to share or contribute to any loss.
- 1.3 On or before to the Commencement Date, the Permittee will provide the Province with a "Province of British Columbia Certificate of Insurance" that has been competed by the Permittee's insurer in respect of all insurance required to be maintained by the Permittee under this Permit. When requested by the Province, the Permittee will provide to the Province certified copies of the insurance policies.
- 1.4 All policies of insurance required to be maintained by the Permittee under this Permit must be endorsed with a requirement that the Province be provided 30 days' prior written notice of cancellation of or a material change to the policy.
- 1.5 The Permittee waives all rights of recourse against the Province with regard to damage to the property of the Permittee.
- 1.6 The Province may, by notice in writing to the Permittee, require the Permittee to change the form, amount, deductible or other term of any insurance required to be maintained under this Permit and the Permittee must change the insurance accordingly within 30 days of such notice.

# FINANCIAL GUARANTEE SCHEDULE

- 1.1 On or before the Commencement Date, the Permittee will deliver to the Province security (the "Financial Guarantee") in a form satisfactory to the Province in the amount of \$ .
- 1.2 The Province may claim or draw down the Financial Guarantee to pay
  - (a) the Permit Fee and any other money payable by the Permittee to the Province under this Permit; and
  - (b) all costs incurred or expenses assumed by the Province as a result of the Permittee's failure to fulfil any of its obligations under this Permit.
- 1.3 The Province, acting reasonably, may from time to time by notice in writing to the Permittee require the Permittee to increase the amount of the Financial Guarantee to an amount that the Province considers is needed to satisfy the Permittee's obligations under this Permit, and the Permittee will, within 30 days of receiving the notice, deliver to the Province proof that the amount of the Financial Guarantee has been increased accordingly.
- 1.4 If at any time the Financial Guarantee is claimed or drawn down by the Province, the Permittee will immediately deliver to the Province proof that the Financial Guarantee has been replenished by the Permittee to the amount required by this schedule.
- 1.5 At such time as the Province certifies in writing that the obligations of the Permittee under this Permit have been fulfilled to the satisfaction of the Province, the Province will return to the Permittee the Financial Guarantee, less any amounts claimed or drawn down by the Province under section 1.2.



**BRITISH  
COLUMBIA**

**CERTIFICATE  
OF INSURANCE**

*Freedom of Information and Protection of Privacy Act*  
The personal information requested on this form is collected under the authority of and used for the purpose of administering the Financial Administration Act. Questions about the collection and use of this information can be directed to the Manager, Consulting and Advisory Services, at 250 358-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.  
Please refer all other questions to the contact named in Part 1.

**Part 1 To be completed by the Province**

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) <b>Ministry of Water, Land and Air Protection, Park Use Permits</b>		CONTRACT/PERMIT/LICENCE/IDENTIFICATION NO. <b>OK9710003 / KO9710028</b>	
PROVINCE'S CONTACT PERSON NAME & TITLE <b>Holly Johansen, Acting Unit Head, Park Use Permits</b>		PHONE NO (250) 952-0932	
ADDRESS <b>PO Box 9371, Stn Prov Govt, Victoria, BC</b>		FAX NO (250) 387-0922	
CONTRACTOR NAME <b>BC BUILDINGS CORPORATION</b>		POSTAL CODE <b>V8W 9M3</b>	
CONTRACTOR ADDRESS <b>3350 Douglas Street, Victoria, BC</b>		POSTAL CODE <b>V8Z 3L1</b>	

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

INSURED	NAME <b>BRITISH COLUMBIA BUILDINGS CORPORATION</b>		
	ADDRESS <b>3350 Douglas Street, Victoria, BC</b>		
	POSTAL CODE <b>V8Z 3L1</b>		
OPERATIONS INSURED	PROVIDE DETAILS <b>Park Use Permit for maintenance and operation of a Ministry of Transportation Highways Maintenance Yard within E.C. Manning Provincial Park</b>		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
Commercial General Liability	Chubb Insurance Company of Canada s.15	2005/03/31	\$2,000,000.00

**RECEIVED**  
**NOV 9 2004**  
**REGISTRATION**

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

**AGENT OR BROKER COMMENTS:**

Policy being endorsed to include Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister responsible for the Park Act as an Additional Insured and thirty (30) days prior written notice of cancellation to Ministry of Land, Water & Air Protection, BC Parks address shown above.

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

**Aon Reed Stenhouse Inc.**

DATE SIGNED

**NOV - 8 2004**

FIN 173 Rev. 2004/01/22

<http://www.fin.gov.bc.ca/PY/rmb/forms.shtml>

(WED) NOV 10 2004 15:18/ST.15:12/NO.6341220323 P 2

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January 5, 2004

File: OK9710003

British Columbia Building Corporation  
3350 Douglas Street  
Victoria BC V8Z 3L1

**Attn: Kathleen Jamieson**

**Re: Park Use Permit OK9710003  
E. C. Manning Provincial Park**

Dear Kathleen Jamieson:

Enclosed is your Cheque No. 550260 for \$6,100.00, which BCBC submitted to our office for the 2005 annual fee for the above permit.

As indicated in our letter to you of November 29, 2004 and Invoice OK000758, the annual permit fee is now \$10,200.00, due to the new fee schedule that took effect last October. Therefore we are returning this cheque to you and request that you send a new cheque for the correct amount.

If you have any questions or concerns regarding the above, please do not hesitate to contact our office at 952-0932.

Sincerely,

**FILE COPY**

Janet Steinbach  
Permit Officer

Enclosures: Cheque No. 550260  
Invoice OK000758



November 29, 2004

File: OK9710003

Kathleen Jamieson  
British Columbia Building Corp.  
3350 Douglas Street  
Victoria BC V8Z 3L1

Dear Kathleen Jamieson:

**Re: Park Use Permit OK9710003**

Please find enclosed an invoice for the period January 1, 2005 to December 31, 2005. Please remit your payment by or before the due date and enclose the bottom portion of the invoice with your payment.

You will note an increase to your fee from \$6,100 to \$10,200. This is further to the letter sent out in early October regarding Park Fees. This is per Schedule K, Part 3, Section 1 for Fees payable by an individual or company for industrial use of Park Act lands.

Should you have any questions concerning this matter, please contact myself at 1-866-433-7272 in British Columbia or 250-952-0932 locally or outside of British Columbia.

Sincerely,

H.S.

Holly Johansen  
Acting Unit Head, Park Use Permits

Enclosures

## Johansen, Holly L WLAP:EX

---

**From:** Richmond, Dave WLAP:EX  
**Sent:** 04/11/04 4:41 PM  
**To:** Johansen, Holly L WLAP:EX  
**Subject:** RE: PUP OK9710003 - BCBC

This permit was not charged at the industrial use rate in the past, so I calculated the new fee accordingly.

I have never seen a definition of Industrial Use - this is an item that should have provincial consistency.

With the industrial structure rate decreasing from \$ 1,000 per structure to \$ 100, I support charging the industrial rate on this permit.

The new fee would therefore be:

17 Ha @ \$ 500.00 =	\$ 8,500.00
17 structures @ \$ 100.00 ea =	<u>\$ 1,700.00</u>
total	\$ 10,200.00

*Dave Richmond*

Recreation Section Head  
Okanagan Region  
Environmental Stewardship Div

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

**From:** Johansen, Holly L WLAP:EX  
**Sent:** November 4, 2004 4:03 PM  
**To:** Richmond, Dave WLAP:EX  
**Subject:** RE: PUP OK9710003 - BCBC

Sorry Dave - in PUPS the purpose is listed as "industrial" so I was looking at Part 3, item 1(b), column 3. Is this not for industrial use? And if it is I guess it would be \$100 per structure not \$50.00 as I quoted - YIKES!! Just to confirm then that this should just be Land Use Occupancy not for industrial use??

*Holly Johansen*

Acting Unit Head, Park Use Permits  
**Permit and Authorization Service Bureau**  
Phone: 1-866-433-7272 Locally: 952-0932  
Fax: (250) 387-0922

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

**From:** Richmond, Dave WLAP:EX  
**Sent:** 04/11/04 3:44 PM  
**To:** Johansen, Holly L WLAP:EX  
**Subject:** RE: PUP OK9710003 - BCBC

This permit would fall under Part 3, item 1(b), column 2

The fee is therefore, \$ 500.00 per year and \$ 250.00 per hectare, plus \$ 50.00 per structure.

This would total:

Base fee	500.00
17 Ha @ \$ 250 ea. =	4,250.00
17 structures @ \$ 50 ea =	850.00
	=====
total	\$ 5,600.00



*Dave Richmond*

Recreation Section Head  
Okanagan Region  
Environmental Stewardship Div

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

**From:** Burdock, Greg WLAP:EX  
**Sent:** November 4, 2004 2:52 PM  
**To:** Richmond, Dave WLAP:EX  
**Subject:** FW: PUP OK9710003 - BCBC  
**Importance:** High

*Greg Burdock*

Clerk WLAP  
250.490.8200

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

**From:** Johansen, Holly L WLAP:EX  
**Sent:** November 4, 2004 1:31 PM  
**To:** PASBReg8 WLAP:EX  
**Subject:** PUP OK9710003 - BCBC  
**Importance:** High

The above permittee is due to be invoiced. Please provide me in writing what their new fee will be so I can note in on their invoice. I am assuming it fits under Part 3 - General Fees - Privately owned structures with a defined adjacent area so I believe this would be their new fee - please advise.

500.00 x 17ha = \$8,500.00

17 structures @ \$50.00 = \$850.00

Per Year Total = \$9,350.00

*Holly Johansen*

Acting Unit Head, Park Use Permits  
**Permit and Authorization Service Bureau**  
Phone: 1-866-433-7272 Locally: 952-0932  
Fax: (250) 387-0922



November 4, 2004

File# OK9710003

FILE COPY

Kathleen Jamieson  
Lease Administration  
British Columbia Building Corporation  
3350 Douglas Street  
Victoria BC V8Z 3L1

Dear Kathleen Jamieson:

**Re: Park Use Permit OK9710003  
BCBC Lease #2293**

Further to our telephone conversation of today's date, please be notified that all correspondence dealing with Park Use Permits should be sent to:

Ministry of Water, Land & Air Protection  
Permit Authorization Service Bureau  
Park Use Permits  
PO Box 9371, Stn Prov Govt  
Victoria BC V8W 9M3  
Phone: 1-866-433-7272 Toll Free Within British Columbia  
250-952-0932 for local and all other calls.  
Fax: 250-387-0922

Please make the appropriate changes in your system.

Also as discussed, our records indicate that you do not have valid insurance. The Province of BC requires that you hold **Comprehensive General Liability insurance with \$2 million minimum coverage per occurrence** in order for your Permit to be valid. Your Permit is not valid until we receive proof that you hold this insurance.

.../2

Please provide proof of insurance by having the enclosed **Province of BC Certificate of Insurance Form completed, signed and dated by your insurance agent. No other form will be acceptable as proof of insurance for the Provincial Government.** All terms of the Insurance Schedule in your Permit must be met. Please have your insurance to us as soon as possible.

I will also be sending you an invoice shortly for the period January 1, 2005 to December 31, 2005. Your company should have received a letter announcing the new Park Fees sometime in October. Once I have confirmation of what your new fees will be, I will forward the invoice.

If you have any questions, please do not hesitate to call me at the numbers listed above.

Sincerely,

H.S.

Holly Johansen  
Acting Unit Head, Park Use Permits

Enclosure



**To:** Holly Johansen, Park Use Permits  
**Company:** Min. Water, Land & Air Protection  
**Phone:** (250) 952-0932  
**Fax:** (250) 387-0922  
**From:** Kathleen Jamieson  
**Dept.:** Lease Administration  
BC Buildings Corporation, 3350 Douglas St., Victoria V8Z 3L1  
**Phone:** (250) 952-8424 (Direct Line)  
**Fax:** (250) 952-8288  
**Date:** November 4, 2004

Note: this is a multi-user fax please send any responses to the specific attention of: Kathleen Jamieson

**Pages sent including cover: 5**

**SUBJECT: BCBC Lease #2293**  
**Allison Pass – Park Use Permit OK9710003**  
**2003 & 2004**

With reference to your overdue notice regarding the above captioned permits and our subsequent brief conversation today, following please see a photocopy of our cheque (front & back) for \$12,200.00, which paid the permits for 2003 & 2004 (\$6,100.00/year). Please note that we had issued cheques for both of the year's permits previously & had sent them to the addresses specified on the agreements (Summerland for 2003 & Penticton for 2004). Upon receiving notification that the cheques were not received/cashed we issued a replacement cheque for both years in the combined amount of \$12,200.00, which was cashed on March 25, 2004.

We currently have automatic payments input to our accounting system to issue \$6,100.00 each January 1 for the years 2005 to 2013 – ten (10) years as are per the current permit agreement – see copy of cover page attached. Our address of record for payment is: Min. of Water, Land & Air Protection, 102 Industrial Place, Penticton, BC V2A 7C8. If this address is to be changed we would require official notification from the Ministry specifying a new address. Please also note that the agreement duration is for a term of 10 years commencing January 1, 2004 – this would therefore make the expiration date December 31, 2013 not December 31, 2014 as written on the agreement.

If you have any questions regarding the above please let me know.

Regards,

*Kathleen Jamieson*

1 672720279 P 11:26/ST.11:26/NO.63411220279 P (THU) NOV 4 2004

British Columbia Buildings Corporation  
3350 Douglas Street  
Victoria, BC V8Z 3L1

BANK OF MONTREAL  
595 BURNARD ST.  
VANCOUVER, B.C.  
V7X 1L7

Cheque No.  
s.15

Mar 2, 2004

PAY

\*\*\* \$12,200.00  
ONE TWO TWO ZERO ZERO CTS

To  
The  
Order  
Of

Min Of Finance & Corp Relation  
Min Of Water, Lands &  
Air Protection  
102 Industrial Place  
Penticton, BC V2A 7C8

\$12,200.00

PER [Signature]  
PER [Signature]

s.15

004 JK 23 MAR 04  
FOR DEPOSIT ONLY TO THE CREDIT OF  
MINISTER OF FINANCE  
AND CORPORATE RELATIONS  
PROVINCE OF BRITISH COLUMBIA  
Government Admin. PENTICTON  
ACCOUNT NO: 09-79317  
LOCATION ID: 20035  
00060-0010  
CANADIAN IMPERIAL BANK  
OF COMMERCE  
235 MAIN STREET, BOX 339  
PENTICTON, B.C.  
V2A 6K5  
CIBC  
VANCOUVER PROCESSING CTR  
03/25/04

0000  
DEPOSIT ONLY TO THE ACCOUNT OF  
MINISTER OF FINANCE AND CORPORATE  
RELATIONS, PROVINCE OF BRITISH COLUMBIA  
0784-001  
BANK OF MONTREAL  
VANCOUVER OF SERVICE CTR  
4700195277  
0000



Leasins

L 2293

October 12, 2004

File: OK9710003

British Columbia Building Corp.  
3350 Douglas Street  
Victoria BC V8Z 3L1

To Whom It May Concern:

ALLISON PASS

Re: **OVERDUE ACCOUNT - Park Use Permit OK9710003**

2 years

Please find enclosed an invoice for the period January 1, 2003 to December 31, 2004. This invoice is extremely overdue and requires immediate payment. Please pay this fee upon receipt of this letter and enclose the bottom portion of the invoice with your payment.

Should you have any questions concerning this matter, please contact myself at 1-866-433-7272 in British Columbia or 250-952-0932 locally or outside of British Columbia.

Yours truly,

2003 - 1-time CK (JULY/03) - \$6100.00 <sup>UPLOADED</sup> CK# 492449  
2004 - 1-time CK (JAN/04) - \$6100.00 CK# 519460

H. Johansen

Remained as:  
CK# 528563 - \$12,200.00

Holly Johansen  
Acting Unit Head, Park Use Permits

cleared: March 25/04

Enclosures

cc: Dave Richmond, Okanagan Region

Min. of Finance + Corp Relations

VENDOR # 1744044

NOTE: ORIGINAL CKS MAILED TO SUMMERLAND ADDRESS

REPLACEMENT CK MAILED TO PENTICTON ADDRESS AS REQUESTED

Ministry of Water,  
Land and Air  
Protection

Permit Authorization Service Bureau  
Park Use Permits 4<sup>th</sup> fl, 2975 Jutland Rd  
PO Box 9371 Stn Prov Gov  
Victoria BC V8W 9M3  
1-866-433-7272 Toll Free/952-0932 Locally

Facsimile: (250) 387-0922



# INVOICE



Permittee: British Columbia Building Corp  
Permit No.: OK9710003  
Your File No.: lease 2293

Invoice No.: OK000674  
Date: 12/10/04  
Due Date: 31/01/04

**PAST DUE**

Purpose: Highways yard

Parks covered under this Permit:  
E.C. Manning

PERMIT FEE OVERDUE: FOR PERIOD JAN. 1/03 - DEC. 31/04

\$6,100.00

GST Exempt

\$0.00

GST Reg #R107864738

AMOUNT DUE

\$6,100.00

**PAST DUE - NO!**

Make cheque or money order payable to:  
"Ministry of Finance and Corporate Relations"  
and mail with stub direct to:

Ministry Of Water, Land & Air Protection  
PASB - Park Use Permits District  
PO Box 9371 Stn Prov Govt  
Victoria BC V8W 9M3

Phone: 866-433-7272  
Fax: 250-387-0922

Please Note:

- \* Payment to be made in Canadian funds
- \* Do not mail cash
- \* Service fee for dishonoured cheques: \$20.00
- \* Interest will be charged on overdue accounts in accordance with the applicable regulations
- \* Your cancelled cheque will be your receipt

Fold Here

PLEASE CUT AND ENCLOSE THIS STUB WITH YOUR REMITTANCE



Invoice No. OK000674  
Permit No. OK9710003

Enter amount of payment

PAID  
IN  
FULL.

British Columbia Building Corp  
3350 Douglas Street  
Victoria BC V8Z 3L1

12293

## LAND USE / OCCUPANCY

as Park Use Permit No. **OK9710003** (the "Permit") is issued under the authority of the *Park Act*

**E.C. Manning Provincial Park**  
(the "Park")

FROM:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the *Park Act* (the "Province") at the following address:

**Ministry of Water, Land & Air Protection  
Environmental Stewardship  
BC Parks  
102 Industrial Place  
Penticton BC V2A 7C8**

TO:

**British Columbia Buildings Corporation  
(BCBC)**

(the "Permittee") at the following address

**3350 Douglas Street  
Victoria BC V8Z 3L1**

## THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

### ARTICLE I - GRANT OF PERMIT

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.

### ARTICLE II - DURATION

- 2.01 The duration of this Permit is for a term of **Ten (10) Year** commencing on **January 1, 2004** (the "Commencement Date") and ending on **December 31, 2014** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

### ARTICLE III - FINANCIAL

- 3.01 The Permittee must pay to the Province a fee (the "Permit Fee") of \$ 6100.00 (GST included if applicable) prior to Commencement Date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

### ARTICLE IV - INDEMNITY AND INSURANCE

- 4.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer to be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any inability arising from any independent, negligent act of the Province.

- 4.02 The Permittee will, during the term of this Permit, provide, maintain and pay for insurance in such form and amounts and with such deductibles, if any, as prescribed in the Insurance Schedule.

### ARTICLE V - TRANSFER

- 5.01 The Permittee must not assign, transfer, sub-license or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 5.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 1(4) of the *Company Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 5.01.

### ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
  - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
  - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority, in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
  - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the Permit Area;
  - (e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee;
  - (f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;





## LAND USE / OCCUPANCY

This Park Use Permit No. **OK9710003** (the "Permit") is issued under the authority of the *Park Act*

**E.C.Manning Provincial Park**  
(the "Park")

FROM:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the *Park Act* (the "Province") at the following address:

Ministry of Water, Land & Air Protection  
Environmental Stewardship  
BC Parks  
102 Industrial Place  
Penticton BC V2A 7C8

TO:

**British Columbia Buildings Corporation (BCBC)**

(the "Permittee") at the following address

3350 Douglas Street  
Victoria BC V8Z 3L1

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- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

## ARTICLE IV - INDEMNITY AND INSURANCE

- 4.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer to be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any inability arising from any independent, negligent act of the Province.

- 4.02 The Permittee will, during the term of this Permit, provide, maintain and pay for insurance in such form and amounts and with such deductibles, if any, as prescribed in the Insurance Schedule.

## ARTICLE V - TRANSFER

- 5.01 The Permittee must not assign, transfer, sub-licence or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 5.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 1(4) of the *Company Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 5.01.

## ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
  - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
  - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
  - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the Permit Area;
  - (e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee;
  - (f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;

- (g) comply with all orders and directions made, verbally or in writing, by a park officer (as defined in the *Park Act*) relating to the Park, this Permit or the Permit Area;
- (h) not construct, erect, place, repair, maintain or alter any building, fixture, equipment, structure or improvement in the Permit Area except as may be permitted by this Permit or with the prior written consent of the Province;
- (i) take all reasonable precautions to prevent and suppress fires in the Permit Area;
- (j) not interfere with free public access through, across and upon the Permit Area, unless otherwise specified in the Management Plan Schedule;
- (k) not interfere with or disrupt the activities and operations of other permittee's or users in the Park;
- (l) use and occupy the Permit Area only in accordance with the provisions of this Permit;
- (m) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) or any archaeological or cultural artifact found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with the *Park Act* and all other applicable laws;
- (n) not commit or allow any wilful or voluntary waste, damage or destruction in or upon the Permit Area;
- (o) pay for or repair, as determined by the Province, any damage caused to the property of the Province by the Permittee, its employees, agents, contractors, or licensees;
- (p) upon the expiration, cancellation or termination of this Permit:
  - (i) peaceably quit and deliver up possession of the Permit Area to the Province;
  - (ii) remove all chattels and improvements of the Permittee from the Permit Area within 30 days of the expiration, cancellation or sooner termination of this Permit, unless otherwise advised in writing, by the Province;
  - (iii) deliver to the Province possession of all equipment, furnishings, fixtures, chattels and improvements owned by the Province in a state of good repair and working order, and
  - (iv) restore the Permit Area to the satisfaction of the Province; and to the extent necessary, this covenant will survive the expiration, cancellation or termination of this Permit; and
- (q) comply with all provisions of the schedules to this Permit.

## ARTICLE VII - RIGHTS OF THE PROVINCE

- 7.01 The Province retains all rights in respect of the Park and Permit Area which are not expressly granted to the Permittee under this permit, including, without limitation:
- (a) the right at all times for the Province, its authorized representatives, employees, and agents to have unimpeded access over and along all portions of the Permit Area and to inspect any portions of the Permit Area;
  - (b) the right at all times to construct, repair, alter and maintain buildings, equipment, structures and improvements upon the Permit Area; and
  - (c) the right to grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the rights of the Permittee under this Permit.

## ARTICLE VIII - NOTICE

- 8.01 Any notice required to be given by either party to the other will be deemed to be given if it is in writing and is delivered by hand or prepaid registered mail to the address first written above or any other address that may be specified in writing by a party and a notice will be deemed to be delivered, if mailed, 8 days after the time of mailing except, in the case of a postal interruption, actual receipt is required.

- 8.02 Notwithstanding section 8.01, any written notice to be given by the Province to the Permittee under this Permit will be effectively given if it is posted in a conspicuous place on the Permit Area.

## ARTICLE IX - RENEWAL

- 9.01 Not later than 30 days prior to the Expiration Date, the Permittee may, by notice in writing delivered to the Province, apply to the Province for a renewal of this Permit.
- 9.02 Provided that the Permittee is not in default under this Permit and subject to the terms of the *Park Act*, the Province may renew this Permit upon the terms and conditions determined by the Province.
- 9.03 The Permittee acknowledges that nothing in this Permit obligates the Province to renew this Permit and the Province's decision in that respect is entirely within its discretion.

## ARTICLE X - FINANCIAL GUARANTEE

- 10.01 The Permittee will, in accordance with the Financial Guarantee Schedule, deliver to the Province security for the performance by the Permittee of all its obligations under this Permit.

## ARTICLE XI - MISCELLANEOUS

- 11.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.
- 11.02 Time is of the essence in this Permit.
- 11.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.
- 11.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.
- 11.05 All employees hired by the Permittee will remain at all times the employees of the Permittee and not of the Province and the Permittee will be solely responsible for the arrangement of reliefs and substitutions, pay, supervision, discipline, unemployment insurance, worker's compensation, leave and all other matters arising out of the relationship of employer and employee.
- 11.06 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which result from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operation or property.

## ARTICLE XII - CANCELLATION

- 12.01 In the event that
- (a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for 7 days after the giving of written notice of the default by the Province to the Permittee;
  - (b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;
  - (c) the Permittee has wilfully misrepresented information:
    - (i) on the application form which led to the granting of this Permit, or
    - (ii) required to be provided under the terms and conditions of this Permit;
  - (d) the Permit Area is damaged or destroyed by any cause whatsoever;
  - (e) the Park is closed by the Province;

- (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
- (g) any of the Permittee's assets is seized in execution from the Permit Area;
- (h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;

the Province may cancel this Permit immediately by written notice to the Permittee.

12.02 In the event that the Permittee and the Province mutually agree in writing to terminate this Permit, the parties will be released and discharged from their obligations under this Permit, except as otherwise provided in this Permit.

12.03 The obligation of the Permittee

- (a) to pay the Permit Fee and other money payable under this Permit; and
- (b) to comply with Sections 4.01, 6.01(e), 6.01(o) and 6.01(p);

will survive the expiration, cancellation or termination of this Permit.

12.04 The Permittee will not be entitled to any compensation from the Province, in damages or otherwise, in respect of a cancellation or termination of this Permit.

## ARTICLE XIII - INTERPRETATION

- 13.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.
- 13.02 The captions and headings contained in the Permit are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Permit.
- 13.03 In this Permit, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to in this Permit are enactments of the Province of British Columbia.
- 13.04 If any part of this Permit is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will be enforceable to the fullest extent permitted by law.
- 13.05 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.
- 13.06 All schedules to this Permit form an integral part of this Permit.

**IN WITNESS WHEREOF** the parties have duly executed this Permit.

**SIGNED and DELIVERED** on behalf of the **Province**  
by a duly authorized representative of the Province.

**SIGNED and DELIVERED** on behalf of the **Permittee**  
(or by an authorized signatory of the Permittee if a  
Corporation)

\_\_\_\_\_  
Duly Authorized Representative

\_\_\_\_\_  
Signature of Permittee or Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# MANAGEMENT PLAN SCHEDULE

## PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Area as described below and as outlined on the attached map.

**E.C. Manning Provincial Park.**

## PURPOSE

This Permit is issued to the Permittee for the purpose of: Maintenance and Operation of a highways yard containing buildings and improvements as listed on Appendix A, for the use and occupancy of the Ministry of Transportation.

## SPECIAL PROVISIONS

### 1. Designated Representative

The Permittee shall appoint a representative to be responsible for liaison between BC Parks and the Permittee. The Permittee's appointed representative shall be defined in writing to the Area Supervisor.

### 2. Buildings and Improvements

a) No major repairs, changes, improvements or additions other than normal maintenance shall be made on the buildings or improvements without prior approval of the Area Supervisor.

b) No new buildings or permanent improvements shall be constructed or installed except in accordance with plans and specifications which have been approved by the Area Supervisor.

c) The Permittee shall at all times, at own expense, maintain the buildings and improvements to the satisfaction of the Area Supervisor.

### 3. Land Use

The Permittee grants that the said lands shall be used solely for the purposes aforesaid and for no other purposes.

### 4. Maintenance of Lands

a) The Permittee shall, at own expense maintain the Park lands provided in a clean condition free of all litter, refuse and garbage to the satisfaction of the Area Supervisor.

b) The Permittee shall, at own expense, dispose of all garbage and refuse resulting from the activities covered by this Permit. The method of disposal shall be as stipulated by the Area Supervisor.

## **5. Sanitation System**

- a) Adequate sewage disposal system as approved by the Area Supervisor shall be provided and maintained by the Permittee.
- b) The Sewage disposal system shall comply with Regulations Governing Sewage Disposal under the Health Act, statutes of British Columbia.

## **6. Vegetation**

The Permittee shall not, at any time, hew, fell, cut down, remove or destroy any trees or plants without prior approval of the Area Supervisor.

## **7. All Terrain Vehicles**

Except as approved by the Area Supervisor the use of All Terrain Vehicles is prohibited within the Park.

## **8. Unauthorized Public Use**

The Permittee shall take all necessary precautions to prevent unauthorized public use of the permit area.

## **9. Vandalism**

The Province of British Columbia shall not be liable for damages caused by vandalism or for any other interference's to the Permittee's facilities.

## **10. Conduct**

- a) The Permittee shall be responsible for the acts and conduct of all his employees, agents, and any violation of Park Regulations or of the conditions of the Permit by any employee, agent of the Permittee shall be deemed to be a violation by the Permittee.
- b) The Permittee is responsible to advise all his employees and agents of laws and regulations respecting Provincial Parks and the conditions of this Permit respecting their conduct.

## **11. Assignment**

- a) The Permittee shall not, during the term of this Permit assign or sublet the rights and privileges granted herein without the written consent of the Area Supervisor, which then may be subject to such conditions as may be imposed.
- b) To obtain consent to sublease, the Permittee shall provide the Area Supervisor with two copies of the proposed sublease agreement.
- c) The Area Supervisor may make recommendations insofar as the permit area is concerned.
- d) A copy of the signed lease agreement shall be forwarded to the Area Supervisor.

## **12. Removal/Restoration**

The Permittee shall, in the event of cancellation or termination of such use aforesaid, remove all buildings and improvements from the Park within a period of one (1) year, from the date of cancellation or termination, and leave the Park in a clean and tidy condition and restore such lands to the satisfaction of the Area Supervisor. All buildings and fixtures not so removed within the specified period shall forthwith become property of the Crown.

## **13. Environmental Condition of the Land**

The Permittee is required to take remedial action to correct leakage, or potential leakage, of any toxic, hazardous, dangerous or potentially dangerous substances or conditions on or under the Land.

## APPENDIX 'A'

(A) List of Buildings and Improvements. (See attached Map).

1. Pumphouse
2. Residence (Trailer)
3. Residence (Trailer)
4. Carport
5. Propane Tank
6. Bunkhouse
7. Traffic Counter Building
8. Power House
9. Ten Bay Shop
10. Filling Station and Tanks
11. Office - Vacant
12. Residence - Vacant
13. Sign Shop - Vacant
14. Propane Tank
15. Oil Storage Tank
16. Weather Station
17. Propane Tanks and Filling Station

(B) Electrical Distribution System

(C) Telephone System

(D) Domestic Water Distribution System

District Lot 1720 Yale division of Yale district, containing 16.3 hectares, (40.3 acres)

Annual Permit Fee 17ha @ \$250.00/ha = \$5,250.00

17 Structures @ \$50.00 per = \$850.00

Per Year Total \$6,100.00

## INSURANCE SCHEDULE

- 1.1 The Permittee will, during the term of this Permit, maintain and pay for, with insurers licensed in British Columbia, the following insurance:
  - Commercial General Liability Insurance in an amount not less than \$2,000,000.00 inclusive per occurrence against personal injury, property damage and liability assumed under contract. The Province is to be added as an additional insured under this policy and policy must include a cross liability clause.
- 1.2 All insurance required to be maintained by the Permittee under this Permit will be primary and not require any insurer of the Province to share or contribute to any loss.
- 1.3 On or before to the Commencement Date, the Permittee will provide the Province with a "Province of British Columbia Certificate of Insurance" that has been completed by the Permittee's insurer in respect of all insurance required to be maintained by the Permittee under this Permit. When requested by the Province, the Permittee will provide to the Province certified copies of the insurance policies.
- 1.4 All policies of insurance required to be maintained by the Permittee under this Permit must be endorsed with a requirement that the Province be provided 30 days' prior written notice of cancellation of or a material change to the policy.
- 1.5 The Permittee waives all rights of recourse against the Province with regard to damage to the property of the Permittee.
- 1.6 The Province may, by notice in writing to the Permittee, require the Permittee to change the form, amount, deductible or other term of any insurance required to be maintained under this Permit and the Permittee must change the insurance accordingly within 30 days of such notice.





October 12, 2004

File: OK9710003

British Columbia Building Corp.  
3350 Douglas Street  
Victoria BC V8Z 3L1

FILE COPY

To Whom It May Concern:

**Re: OVERDUE ACCOUNT - Park Use Permit OK9710003**

Please find enclosed an invoice for the period January 1, 2003 to December 31, 2004. This invoice is extremely overdue and requires immediate payment. Please pay this fee upon receipt of this letter and enclose the bottom portion of the invoice with your payment.

Should you have any questions concerning this matter, please contact myself at 1-866-433-7272 in British Columbia or 250-952-0932 locally or outside of British Columbia.

Yours truly,

H.S.

Holly Johansen  
Acting Unit Head, Park Use Permits

Enclosures

cc: Dave Richmond, Okanagan Region

*Handwritten:* Paid - sending in proof = attachment



# INVOICE



Permittee: British Columbia Building Corp  
Permit No.: OK9710003  
Your File No.: lease 2293

Invoice No.: OK000674  
Date: 12/10/04  
Due Date: 31/01/04

FILE COPY

Purpose: Highways yard

Parks covered under this Permit:  
E.C. Manning

PERMIT FEE OVERDUE: FOR PERIOD JAN. 1/03 - DEC. 31/04

\$6,100.00

GST Exempt

\$0.00

GST Reg #R107864738

AMOUNT DUE

\$6,100.00

Make cheque or money order payable to:  
"Ministry of Finance and Corporate Relations"  
and mail with stub direct to:

Ministry Of Water, Land & Air Protection  
PASB - Park Use Permits District  
PO Box 9371 Stn Prov Govt  
Victoria BC V8W 9M3

Phone: 866-433-7272  
Fax: 250-387-0922

Please Note:

- \* Payment to be made in Canadian funds
- \* Do not mail cash
- \* Service fee for dishonoured cheques: \$20.00
- \* Interest will be charged on overdue accounts in accordance with the applicable regulations
- \* Your cancelled cheque will be your receipt

Fold Here



PLEASE CUT AND ENCLOSE THIS STUB WITH YOUR REMITTANCE



Invoice No. OK000674  
Permit No. OK9710003

Enter amount of payment

British Columbia Building Corp  
3350 Douglas Street  
Victoria BC V8Z 3L1



**To:** Holly Johansen, Park Use Permits  
**Company:** Min. Water, Land & Air Protection  
**Phone:** (250) 952-0932  
**Fax:** (250) 387-0922  
**From:** Kathleen Jamieson  
**Dept.:** Lease Administration  
BC Buildings Corporation, 3350 Douglas St., Victoria V8Z 3L1  
**Phone:** (250) 952-8424 (Direct Line)  
**Fax:** (250) 952-8288  
**Date:** November 4, 2004

Note: this is a multi-user fax please send any responses to the specific attention of. Kathleen Jamieson

~~November 4, 2004~~ RESENT NOV. 23/04

Pages sent including cover: 57

**SUBJECT:** BCBC Lease #2293  
Allison Pass - Park Use Permit OK9710003  
2003 & 2004

With reference to your overdue notice regarding the above captioned permits and our subsequent brief conversation today, following please see a photocopy of our cheque (front & back) for \$12,200.00, which paid the permits for 2003 & 2004 (\$6,100.00/year). Please note that we had issued cheques for both of the year's permits previously & had sent them to the addresses specified on the agreements (Summerland for 2003 & Penticton for 2004). Upon receiving notification that the cheques were not received/cashed we issued a replacement cheque for both years in the combined amount of \$12,200.00, which was cashed on March 25, 2004.

We currently have automatic payments input to our accounting system to issue \$6,100.00 each, January 1 for the years 2005 to 2013 - ten (10) years as are per the current permit agreement - see copy of cover page attached. Our address of record for payment is: Min. of Water, Land & Air Protection, 102 Industrial Place, Penticton, BC V2A 7C8. If this address is to be changed we would require official notification from the Ministry specifying a new address. Please also note that the agreement duration is for a term of 10 years commencing January 1, 2004 - this would therefore make the expiration date December 31, 2013 not December 31, 2014 as written on the agreement.

If you have any questions regarding the above please let me know.

Regards, Kathleen Jamieson

INCL. RECEIPTS.

British Columbia Buildings Corporation  
3350 Douglas Street  
Victoria, BC V8Z 3L1

BANK OF MONTREAL  
595 BURNARD ST.  
VANCOUVER, B.C.  
V7X 1L7

Cheque No.  
s.15

Mar 2, 2004

PAY

\*\*\* \$12,200.00  
ONE TWO TWO THOUSAND 200/100 CTS

To  
The  
Order  
Of

Min Of Finance & Corp Relation  
Min Of Water, Lands &  
Air Protection  
102 Industrial Place  
Penticton, BC V2A 7C8

\$12,200.00

PER

PER

s.15

CIBC  
VANCOUVER  
03/25/04

1004 JK 23MAY04  
FOR DEPOSIT ONLY TO THE CREDIT OF  
MINISTER OF FINANCE  
AND CORPORATE RELATIONS  
PROVINCE OF BRITISH COLUMBIA  
Government Agent, PENTICTON  
ACCOUNT NO: 09-79317  
LOCATION ID: 20035  
00060-0010  
CANADIAN IMPERIAL BANK  
OF COMMERCE  
225 MAIN STREET, BOX 339  
PENTICTON, B.C.  
V2A 6K5

47860-001  
BANK OF MONTREAL  
VANCOUVER OF SERVICE CTR  
4700195277

DEPOSIT ONLY TO THE ACCOUNT OF  
MINISTER OF FINANCE AND CORPORATE  
RELATIONS, PROVINCE OF BRITISH COLUMBIA



October 12, 2004

File: OK9710003

British Columbia Building Corp.  
3350 Douglas Street  
Victoria BC V8Z 3L1

To Whom It May Concern:

Re: **OVERDUE ACCOUNT - Park Use Permit OK9710003**

Please find enclosed an invoice for the period January 1, 2003 to December 31, 2004. This invoice is extremely overdue and requires immediate payment. Please pay this fee upon receipt of this letter and enclose the bottom portion of the invoice with your payment.

Should you have any questions concerning this matter, please contact myself at 1-866-433-7272 in British Columbia or 250-952-0932 locally or outside of British Columbia.

Yours truly,

*H. Johansen*  
Holly Johansen  
Acting Unit Head, Park Use Permits

Enclosures

cc: Dave Richmond, Okanagan Region

Min. of Finance & Corp Relations

Vendor # 1744044

NOTE: ORIGINAL CKS MAILED TO SUMMERLAND ADDRESS.

REPLACEMENT CK MAILED TO PENTICTON ADDRESS AS REQUESTED

Ministry of Water,  
Land and Air  
Protection

Permit Authorization Service Bureau  
Park Use Permits 4<sup>th</sup> fl, 2975 Jutland Rd  
PO Box 9371 Stn Prov Gov  
Victoria BC V8W 9M3  
1-866-433-7272 Toll Free/952-0932 Locally

Facsimile: (250) 387-0922



# INVOICE



Permittee: British Columbia Building Corp  
Permit No.: OK9710003  
Your File No.: lease 2293

Invoice No.: OK000674  
Date: 12/10/04  
Due Date: 31/01/04

<b>PAST DUE</b>	
Purpose: Highways yard	
Parks covered under this Permit: E.C. Manning	
PERMIT FEE OVERDUE: FOR PERIOD JAN. 1/03 - DEC. 31/04	\$6,100.00
GST Exempt GST Reg #R107864738	\$0.00
AMOUNT DUE	\$6,100.00

**PAST DUE** - NO!

Make cheque or money order payable to:  
"Ministry of Finance and Corporate Relations"  
and mail with stub direct to:

Ministry Of Water, Land & Air Protection  
PASB - Park Use Permits District  
PO Box 9371 Stn Prov Govt  
Victoria BC V8W 9M3

Phone: 866-433-7272  
Fax: 250-387-0922

Please Note:

- \* Payment to be made in Canadian funds
- \* Do not mail cash
- \* Service fee for dishonoured cheques: \$20.00
- \* Interest will be charged on overdue accounts in accordance with the applicable regulations
- \* Your cancelled cheque will be your receipt

Fold Here

PLEASE CUT AND ENCLOSE THIS STUB WITH YOUR REMITTANCE



Invoice No. OK000674  
Permit No. OK9710003

Enter amount of payment

PAID

IN  
FULL.

British Columbia Building Corp  
3350 Douglas Street  
Victoria BC V8Z 3L1

12293

**LAND USE / OCCUPANCY**

This Park Use Permit No. OK9710003 (the "Permit") is issued under the authority of the *Park Act*

**E.C. Manning Provincial Park**  
(the "Park")

FROM:

TO:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the *Park Act* (the "Province") at the following address:

**British Columbia Buildings Corporation (BCBC)**

(the "Permittee") at the following address

**Ministry of Water, Land & Air Protection  
Environmental Stewardship  
BC Parks  
102 Industrial Place  
Penticton BC V2A 7C8**

**3350 Douglas Street  
Victoria BC V8Z 3L1**

**THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:**

**ARTICLE I - GRANT OF PERMIT**

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.

**ARTICLE II - DURATION**

- 1B  
0134  
2.01 The duration of this Permit is for a term of Ten (10) Year commencing on January 1, 2004 (the "Commencement Date") and ending on December 31, 2014 (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

**ARTICLE III - FINANCIAL**

- 3.01 The Permittee must pay to the Province a fee (the "Permit Fee") of \$ 6100.00 (GST included if applicable) prior to Commencement Date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

**ARTICLE IV - INDEMNITY AND INSURANCE**

- 4.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer to be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any inability arising from any independent, negligent act of the Province.

- 4.02 The Permittee will, during the term of this Permit, provide, maintain and pay for insurance in such form and amounts and with such deductibles, if any, as prescribed in the Insurance Schedule.

**ARTICLE V - TRANSFER**

- 5.01 The Permittee must not assign, transfer, sub-licence or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 5.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 1(4) of the *Company Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 5.01.

**ARTICLE VI - COVENANTS OF THE PERMITTEE**

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
  - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
  - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
  - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the Permit Area;
  - (e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee;
  - (f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;



# RECEIPT



Permittee: British Columbia Building Corp  
Permit No.: OK9710003  
Your File No.: lease 2293

Receipt No. OK000674  
Invoice No. OK000674  
Date: 04/03/2004

Purpose: Highways yard	
Parks covered under this Permit: E.C. Manning	
PERMIT FEE	\$6,100.00
GST Exempt	\$0.00
GST Reg #R107864738	
AMOUNT PAID	\$6,100.00

Re: 2004

**Received by:**

Ministry Of Water, Land & Air Protection  
Okanagan District  
102 Industrial Place  
Penticton BC BC V2A 7C8

Phone: 250-490-8200  
Fax: 250-490-2231

Fold Here

British Columbia Building Corp  
3350 Douglas Street  
Victoria BC V8Z 3L1





# RECEIPT



Permittee: British Columbia Building Corp  
Permit No.: OK9710003  
Your File No.: lease 2293

Receipt No. OK000581  
Invoice No. OK000581  
Date: 04/03/2004

Purpose: Highways yard	
Parks covered under this Permit: E.C. Manning	
PERMIT FEE	\$6,100.00
GST Exempt	\$0.00
GST Reg #R107864738	
AMOUNT PAID	\$6,100.00

Re 2003

**Received by:**

Ministry Of Water, Land & Air Protection  
Okanagan District  
102 Industrial Place  
Penticton BC BC V2A 7C8

Phone: 250-490-8200  
Fax: 250-490-2231

Fold Here

British Columbia Building Corp  
3350 Douglas Street  
Victoria BC V8Z 3L1



LAND USE / OCCUPANCY

This Park Use Permit No. **OK9710015** (the "Permit") is issued under the authority of the *Park Act*

**E.C. Manning**

(the "Park")

FROM:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the *Park Act* (the "Province") at the following address:

Ministry of Water, Air & Land Protection  
BC Parks, Okanagan Region  
PO Box 399  
Summerland BC V0H 1Z0

TO:

**Ministry Of Sustainable Resource Management**

(the "Permittee") at the following address

PO Box 9358 Stn Prov Gov  
Victoria BC V8W 9M1

THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

ARTICLE I - GRANT OF PERMIT

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.

ARTICLE II - DURATION

- 2.01 The duration of this Permit is for a term of 5 (five) Years commencing on **December 1, 2001** (the "Commencement Date") and ending on **November 30, 2006** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

ARTICLE III - FINANCIAL

- 3.01 The Permittee must pay to the Province a fee (the "Permit Fee") of \$ N/A (GST included if applicable) prior to Commencement Date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

ARTICLE IV - INDEMNITY AND INSURANCE

- 4.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer to be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any inability arising from any independent, negligent act of the Province.

- 4.02 The Permittee will, during the term of this Permit, provide, maintain and pay for insurance in such form and amounts and with such deductibles, if any, as prescribed in the Insurance Schedule.

ARTICLE V - TRANSFER

- 5.01 The Permittee must not assign, transfer, sub-licence or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 5.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 1(4) of the *Company Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 5.01.

ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
  - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
  - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
  - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the Permit Area;
  - (e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee;
  - (f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;

- (g) comply with all orders and directions made, verbally or in writing, by a park officer (as defined in the *Park Act*) relating to the Park, this Permit or the Permit Area;
- (h) not construct, erect, place, repair, maintain or alter any building, fixture, equipment, structure or improvement in the Permit Area except as may be permitted by this Permit or with the prior written consent of the Province;
- (i) take all reasonable precautions to prevent and suppress fires in the Permit Area;
- (j) not interfere with free public access through, across and upon the Permit Area, unless otherwise specified in the Management Plan Schedule;
- (k) not interfere with or disrupt the activities and operations of other permittee's or users in the Park;
- (l) use and occupy the Permit Area only in accordance with the provisions of this Permit;
- (m) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) or any archaeological or cultural artifact found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with the *Park Act* and all other applicable laws;
- (n) not commit or allow any wilful or voluntary waste, damage or destruction in or upon the Permit Area;
- (o) pay for or repair, as determined by the Province, any damage caused to the property of the Province by the Permittee, its employees, agents, contractors, or licensees;
- (p) upon the expiration, cancellation or termination of this Permit:
  - (i) peaceably quit and deliver up possession of the Permit Area to the Province;
  - (ii) remove all chattels and improvements of the Permittee from the Permit Area within 30 days of the expiration, cancellation or sooner termination of this Permit, unless otherwise advised in writing, by the Province;
  - (iii) deliver to the Province possession of all equipment, furnishings, fixtures, chattels and improvements owned by the Permittee in a state of good repair and working order; and
  - (iv) restore the Permit Area to the satisfaction of the Province; and to the extent necessary, this covenant will survive the expiration, cancellation or termination of this Permit; and
- (q) comply with all provisions of the schedules to this Permit.

## ARTICLE VII - RIGHTS OF THE PROVINCE

- 7.01 The Province retains all rights in respect of the Park and Permit Area which are not expressly granted to the Permittee under this permit, including, without limitation:
- (a) the right at all times for the Province, its authorized representatives, employees, and agents to have unimpeded access over and along all portions of the Permit Area and to inspect any portions of the Permit Area;
  - (b) the right at all times to construct, repair, alter and maintain buildings, equipment, structures and improvements upon the Permit Area; and
  - (c) the right to grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the rights of the Permittee under this Permit.

## ARTICLE VIII - NOTICE

- 8.01 Any notice required to be given by either party to the other will be deemed to be given if it is in writing and is delivered by hand or prepaid registered mail to the address first written above or any other address that may be specified in writing by a party and a notice will be deemed to be delivered, if mailed, 8 days after the time of mailing except, in the case of a postal interruption, actual receipt is required.

- 8.02 Notwithstanding section 8.01, any written notice to be given by the Province to the Permittee under this Permit will be effectively given if it is posted in a conspicuous place on the Permit Area.

## ARTICLE IX - RENEWAL

- 9.01 Not later than 30 days prior to the Expiration Date, the Permittee may, by notice in writing delivered to the Province, apply to the Province for a renewal of this Permit.
- 9.02 Provided that the Permittee is not in default under this Permit and subject to the terms of the *Park Act*, the Province may renew this Permit upon the terms and conditions determined by the Province.
- 9.03 The Permittee acknowledges that nothing in this Permit obligates the Province to renew this Permit and the Province's decision in that respect is entirely within its discretion.

## ARTICLE X - FINANCIAL GUARANTEE

- 10.01 The Permittee will, in accordance with the Financial Guarantee Schedule, deliver to the Province security for the performance by the Permittee of all its obligations under this Permit.

## ARTICLE XI - MISCELLANEOUS

- 11.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.
- 11.02 Time is of the essence in this Permit.
- 11.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.
- 11.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.
- 11.05 All employees hired by the Permittee will remain at all times the employees of the Permittee and not of the Province and the Permittee will be solely responsible for the arrangement of reliefs and substitutions, pay, supervision, discipline, unemployment insurance, worker's compensation, leave and all other matters arising out of the relationship of employer and employee.
- 11.06 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which result from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operation or property.

## ARTICLE XII - CANCELLATION

- 12.01 In the event that
- (a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for 7 days after the giving of written notice of the default by the Province to the Permittee;
  - (b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;
  - (c) the Permittee has wilfully misrepresented information:
    - (i) on the application form which led to the granting of this Permit, or
    - (ii) required to be provided under the terms and conditions of this Permit;
  - (d) the Permit Area is damaged or destroyed by any cause whatsoever;
  - (e) the Park is closed by the Province;

- (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
- (g) any of the Permittee's assets is seized in execution from the Permit Area;
- (h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;

the Province may cancel this Permit immediately by written notice to the Permittee.

12.02 In the event that the Permittee and the Province mutually agree in writing to terminate this Permit, the parties will be released and discharged from their obligations under this Permit, except as otherwise provided in this Permit.

12.03 The obligation of the Permittee

- (a) to pay the Permit Fee and other money payable under this Permit; and
- (b) to comply with Sections 4.01, 6.01(e), 6.01(o) and 6.01(p);

will survive the expiration, cancellation or termination of this Permit.

12.04 The Permittee will not be entitled to any compensation from the Province, in damages or otherwise, in respect of a cancellation or termination of this Permit.

## ARTICLE XIII - INTERPRETATION

- 13.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.
- 13.02 The captions and headings contained in the Permit are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Permit.
- 13.03 In this Permit, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to in this Permit are enactments of the Province of British Columbia.
- 13.04 If any part of this Permit is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will be enforceable to the fullest extent permitted by law.
- 13.05 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.
- 13.06 All schedules to this Permit form an integral part of this Permit.

**IN WITNESS WHEREOF the parties have duly executed this Permit.**

**SIGNED and DELIVERED** on behalf of the Province  
by a duly authorized representative of the Province.

**SIGNED and DELIVERED** on behalf of the Permittee  
(or by an authorized signatory of the Permittee if a Corporation)

\_\_\_\_\_  
Duly Authorized Representative

\_\_\_\_\_  
Signature of Permittee or Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

---

## MANAGEMENT PLAN SCHEDULE

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### PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Area described below and outlined in red on the attached map.

**E.C. Manning Provincial Park**

### PURPOSE

This Permit is issued to the Permittee for the purpose of: the use and maintenance of two climate stations to record data and test equipment.

### SPECIAL PROVISIONS

**1) Designated Representative**

- a) The Permittee shall appoint, and identify in writing, a representative to be responsible for liaison between BC Parks and the Permittee.

**2) Notices**

- a) Prior to conducting any activity within the Permit Area, the Permittee shall contact the Area Supervisor.

**3) Emergency Access**

- a) The Permittee shall be free to enter upon the Permit Area to effect emergency repairs as required without prior consultation with the Area Supervisor, but shall notify the Area Supervisor of such actions at the first available opportunity.

**4) Maintenance**

- a) The Permittee shall maintain all the installations and improvements authorized by this Permit to the satisfaction of the Area Supervisor.

**5) Improvements**

- a) No improvements or changes shall be constructed or installed except in accordance with plans and specifications which have been approved in writing by BC Parks Regional Manager.

**6) Flora**

- a) The Permittee shall not trim, cut or remove any trees or forest vegetation except as approved by the Area Supervisor, and all brush and debris resulting from the clearing of any part of the said lands shall be disposed of to the satisfaction of the Area Supervisor.

7) **Garbage and Debris**

- a) All garbage, debris and fluids resulting from uses under this Permit shall be removed from the Park to the satisfaction of the Area Supervisor.

8) **Removal/Restoration**

- a) The Permittee, in the event of termination or cancellation of such use as aforesaid, shall at his own expense, submit a rehabilitation plan to BC Parks Regional Manager for approval, detailing proposed methods for restoration of the Permit Area to its natural state within a period of one year.

9) **Colour**

- a) All metal and painted structures shall be painted green; wooden scaffolding shall be stained dark brown.

## APPENDIX 'A'

### 1. Snow Course No. 3D02 (Lightning Lake)

- Located at the 1220 Metre elevation, southwest tip of Lightning Lake
- Latitude 49° 03'
- Longitude 120° 51'  
as shown in red on Drawing #1

### 2. Snow Course No. 2G03 (Blackwall Peak)

located at the 1940 Meter elevation, near Blackwall Peak  
Latitude 49° 06'  
Longitude 120° 46'  
as shown in red on Drawing #2

### 3. Blackwall Peak Instrument Site

Elevation: 1940 Metre elevation, near Blackwall Peak  
Location: between stations #6 and #7 of Snow Course No. 2G03 as shown in red on Drawing #3

### Equipment

Instrument Shelter: 1.3 M x 1.3 M x 4 M high, wood construction, painted dark brown.

- 30 cm diameter, precipitation gauge installed on 3 M steel tower
- 3.5 M diameter, rubber snow pillow, on the ground
- stakes (4) marking the snow pillow location
- two solar panels, one cross yagi antenna, one air temperature sensor, all mounted atop steel mast atop the Instrument Shelter
- one Handar 540A Data Collection Platform, inside the Instrument Shelter.



## LAND USE / OCCUPANCY

This Park Use Permit No. **OK9710034** (the "Permit") is issued under the authority of the *Park Act*

**E.C. Manning Provincial Park**  
(the "Park")

## FROM:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the *Park Act* (the "Province") at the following address:

**Ministry of Water, Land & Air Protection  
Environmental Stewardship  
BC Parks  
201 – 3547 Skaha Lake Road  
Penticton BC V2A 7K2**

## TO:

**Ministry of Forests**

(the "Permittee") at the following address

**46360 Airport Road  
Chilliwack BC V2P 1A5**

## THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

## ARTICLE I - GRANT OF PERMIT

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.

## ARTICLE II - DURATION

- 2.01 The duration of this Permit is for a term of 10 (ten) years commencing on **August 1, 2003** (the "Commencement Date") and ending on **July 31, 2013** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

## ARTICLE III - FINANCIAL

- 3.01 The Permittee must pay to the Province a fee (the "Permit Fee") of \$ NIL (GST included if applicable) prior to Commencement Date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

## ARTICLE IV - INDEMNITY AND INSURANCE

- 4.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer to be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any inability arising from any independent, negligent act of the Province.

- 4.02 The Permittee will, during the term of this Permit, provide, maintain and pay for insurance in such form and amounts and with such deductibles, if any, as prescribed in the Insurance Schedule.

## ARTICLE V - TRANSFER

- 5.01 The Permittee must not assign, transfer, sub-licence or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 5.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 1(4) of the *Company Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 5.01.

## ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
  - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
  - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
  - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the Permit Area;
  - (e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee;
  - (f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;



- (g) comply with all orders and directions made, verbally or in writing, by a park officer (as defined in the *Park Act*) relating to the Park, this Permit or the Permit Area;
- (h) not construct, erect, place, repair, maintain or alter any building, fixture, equipment, structure or improvement in the Permit Area except as may be permitted by this Permit or with the prior written consent of the Province;
- (i) take all reasonable precautions to prevent and suppress fires in the Permit Area;
- (j) not interfere with free public access through, across and upon the Permit Area, unless otherwise specified in the Management Plan Schedule;
- (k) not interfere with or disrupt the activities and operations of other permittees or users in the Park;
- (l) use and occupy the Permit Area only in accordance with the provisions of this Permit;
- (m) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) or any archaeological or cultural artifact found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with the *Park Act* and all other applicable laws;
- (n) not commit or allow any wilful or voluntary waste, damage or destruction in or upon the Permit Area;
- (o) pay for or repair, as determined by the Province, any damage caused to the property of the Province by the Permittee, its employees, agents, contractors, or licensees;
- (p) upon the expiration, cancellation or termination of this Permit:
  - (i) peaceably quit and deliver up possession of the Permit Area to the Province;
  - (ii) remove all chattels and improvements of the Permittee from the Permit Area within 30 days of the expiration, cancellation or sooner termination of this Permit, unless otherwise advised in writing, by the Province;
  - (iii) deliver to the Province possession of all equipment, furnishings, fixtures, chattels and improvements owned by the Province in a state of good repair and working order; and
  - (iv) restore the Permit Area to the satisfaction of the Province; and to the extent necessary, this covenant will survive the expiration, cancellation or termination of this Permit; and
- (q) comply with all provisions of the schedules to this Permit.

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## ARTICLE VII - RIGHTS OF THE PROVINCE

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- 7.01 The Province retains all rights in respect of the Park and Permit Area which are not expressly granted to the Permittee under this permit, including, without limitation:
- (a) the right at all times for the Province, its authorized representatives, employees, and agents to have unimpeded access over and along all portions of the Permit Area and to inspect any portions of the Permit Area;
  - (b) the right at all times to construct, repair, alter and maintain buildings, equipment, structures and improvements upon the Permit Area; and
  - (c) the right to grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the rights of the Permittee under this Permit.

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## ARTICLE VIII - NOTICE

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- 8.01 Any notice required to be given by either party to the other will be deemed to be given if it is in writing and is delivered by hand or prepaid registered mail to the address first written above or any other address that may be specified in writing by a party and a notice will be deemed to be delivered, if mailed, 8 days after the time of mailing except, in the case of a postal interruption, actual receipt is required.

- 8.02 Notwithstanding section 8.01, any written notice to be given by the Province to the Permittee under this Permit will be effectively given if it is posted in a conspicuous place on the Permit Area.

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## ARTICLE IX - RENEWAL

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- 9.01 Not later than 30 days prior to the Expiration Date, the Permittee may, by notice in writing delivered to the Province, apply to the Province for a renewal of this Permit.
- 9.02 Provided that the Permittee is not in default under this Permit and subject to the terms of the *Park Act*, the Province may renew this Permit upon the terms and conditions determined by the Province.
- 9.03 The Permittee acknowledges that nothing in this Permit obligates the Province to renew this Permit and the Province's decision in that respect is entirely within its discretion.

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## ARTICLE X - FINANCIAL GUARANTEE

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- 10.01 The Permittee will, in accordance with the Financial Guarantee Schedule, deliver to the Province security for the performance by the Permittee of all its obligations under this Permit.

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## ARTICLE XI - MISCELLANEOUS

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- 11.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.
- 11.02 Time is of the essence in this Permit.
- 11.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.
- 11.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.
- 11.05 All employees hired by the Permittee will remain at all times the employees of the Permittee and not of the Province and the Permittee will be solely responsible for the arrangement of reliefs and substitutions, pay, supervision, discipline, unemployment insurance, worker's compensation, leave and all other matters arising out of the relationship of employer and employee.
- 11.06 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which result from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operation or property.

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## ARTICLE XII - CANCELLATION

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- 12.01 In the event that
- (a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for 7 days after the giving of written notice of the default by the Province to the Permittee;
  - (b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;
  - (c) the Permittee has wilfully misrepresented information:
    - (i) on the application form which led to the granting of this Permit; or
    - (ii) required to be provided under the terms and conditions of this Permit;
  - (d) the Permit Area is damaged or destroyed by any cause whatsoever;
  - (e) the Park is closed by the Province;

- (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
- (g) any of the Permittee's assets is seized in execution from the Permit Area;
- (h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit-holder or park user within the Park;

the Province may cancel this Permit immediately by written notice to the Permittee.

12.02 In the event that the Permittee and the Province mutually agree in writing to terminate this Permit, the parties will be released and discharged from their obligations under this Permit, except as otherwise provided in this Permit.

12.03 The obligation of the Permittee

- (a) to pay the Permit Fee and other money payable under this Permit; and
- (b) to comply with Sections 4.01, 6.01(e), 6.01(o) and 6.01(p);

will survive the expiration, cancellation or termination of this Permit.

12.04 The Permittee will not be entitled to any compensation from the Province, in damages or otherwise, in respect of a cancellation or termination of this Permit.

## ARTICLE XIII - INTERPRETATION

13.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.

13.02 The captions and headings contained in the Permit are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Permit

13.03 In this Permit, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to in this Permit are enactments of the Province of British Columbia.

13.04 If any part of this Permit is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will be enforceable to the fullest extent permitted by law.

13.05 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.

13.06 All schedules to this Permit form an integral part of this Permit.

**IN WITNESS WHEREOF the parties have duly executed this Permit.**

**SIGNED and DELIVERED** on behalf of the **Province**  
by a duly authorized representative of the Province.

**SIGNED and DELIVERED** on behalf of the **Permittee**  
(or by an authorized signatory of the Permittee if a Corporation)

\_\_\_\_\_  
Duly Authorized Representative

\_\_\_\_\_  
Signature of Permittee or Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## MANAGEMENT PLAN SCHEDULE

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### PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Area described below and outlined on the attached map,

**E.C. Manning Provincial Park.**

### PURPOSE

This Permit is issued to the Permittee for the purpose of: authorizing the use and maintenance of an existing road and bridge. An access road approximately 2.4 km in length commencing at km 51.3 of Highway 3, south-east to the boundary of E.C. Manning Provincial Park, as shown on the attached map

### SPECIAL PROVISIONS

1. The Permittee shall maintain the road to the satisfaction of the Regional Manager.
2. The Regional Manager shall be contacted one week prior to commencement of operations for approval of all upgrading and maintenance work planned for the road.
3. The Permittee shall maintain all bridges and culverts for watercourses crossing the road and shall install additional drainage structures as required to minimize ditch erosion to the satisfaction of the Regional Manager.
4. All construction activities shall be restricted to the approved rights-of-way.
5. All slash and debris resulting from clearing of the right-of-way shall be disposed of as required by the Regional Manager.
6. The Permittee agrees to accept the access road on an "as-found" basis, and no improvements to the access road shall be undertaken by the Permittee except with the prior written approval of the Regional Manager.
7. No gravel shall be extracted from the right-of-way and no borrow pits shall be established within the Park.
8. The Permittee shall take all precautions to prevent earth or debris from damming or otherwise obstructing the free flow of all watercourses.
9. The Province shall not be liable for any damages suffered by the Permittee to the access road or otherwise, caused by flooding.

10. The Permittee shall not, during the term of the Permit, hew, fall, remove or destroy any trees or plants without first obtaining approval from the Regional Manager.
11. The Permittee shall contact the Ministry of Transportation and Highways (Chilliwack) for approval of access to Highway #3.
12. The access road shall be gated and locked at all times. The Permittee shall contact the Area Supervisor to obtain a key to the gate.
13. Imperial Metals Corporation has a permit to use the access road. It is the Permittee's responsibility to contact Imperial Metals Corporation, (Steve Robertson @ 604-669-8959 ) to notify them of changes and to cooperate in the use and maintenance of the road.



## LAND USE / OCCUPANCY

This Park Use Permit No. **OK9710014** (the "Permit") is issued under the authority of the *Park Act*

**E.C. Manning Provincial Park**  
(the "Park")

## FROM:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the *Park Act* (the "Province") at the following address:

Ministry of Water, Land & Air Protection  
Environmental Stewardship  
BC Parks  
102 Industrial Place  
Penticton BC V2A 7C8

## TO:

Ministry Of Transportation

(the "Permittee") at the following address

Ed Campbell  
45890 Victoria Ave  
Chilliwack BC V2P 2T1

## THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

## ARTICLE I - GRANT OF PERMIT

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.

## ARTICLE II - DURATION

- 2.01 The duration of this Permit is for a term of 10 years (ten) commencing on November 1, 2003 (the "Commencement Date") and ending on October 31, 2013 (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

## ARTICLE III - FINANCIAL

- 3.01 The Permittee must pay to the Province a fee (the "Permit Fee") of \$ Nil (GST included if applicable) prior to Commencement Date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

## ARTICLE IV - INDEMNITY AND INSURANCE

- 4.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer to be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any inability arising from any independent, negligent act of the Province.

- 4.02 The Permittee will, during the term of this Permit, provide, maintain and pay for insurance in such form and amounts and with such deductibles, if any, as prescribed in the Insurance Schedule.

## ARTICLE V - TRANSFER

- 5.01 The Permittee must not assign, transfer, sub-licence or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 5.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 1(4) of the *Company Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 5.01.

## ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
  - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
  - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
  - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the Permit Area;
  - (e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee;
  - (f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;

- (g) comply with all orders and directions made, verbally or in writing, by a park officer (as defined in the *Park Act*) relating to the Park, this Permit or the Permit Area;
- (h) not construct, erect, place, repair, maintain or alter any building, fixture, equipment, structure or improvement in the Permit Area except as may be permitted by this Permit or with the prior written consent of the Province;
- (i) take all reasonable precautions to prevent and suppress fires in the Permit Area;
- (j) not interfere with free public access through, across and upon the Permit Area, unless otherwise specified in the Management Plan Schedule;
- (k) not interfere with or disrupt the activities and operations of other permittee's or users in the Park;
- (l) use and occupy the Permit Area only in accordance with the provisions of this Permit;
- (m) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) or any archaeological or cultural artifact found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with the *Park Act* and all other applicable laws;
- (n) not commit or allow any wilful or voluntary waste, damage or destruction in or upon the Permit Area;
- (o) pay for or repair, as determined by the Province, any damage caused to the property of the Province by the Permittee, its employees, agents, contractors, or licensees;
- (p) upon the expiration, cancellation or termination of this Permit:
  - (i) peaceably quit and deliver up possession of the Permit Area to the Province;
  - (ii) remove all chattels and improvements of the Permittee from the Permit Area within 30 days of the expiration, cancellation or sooner termination of this Permit, unless otherwise advised in writing, by the Province;
  - (iii) deliver to the Province possession of all equipment, furnishings, fixtures, chattels and improvements owned by the Province in a state of good repair and working order, and
  - (iv) restore the Permit Area to the satisfaction of the Province; and to the extent necessary, this covenant will survive the expiration, cancellation or termination of this Permit; and
- (q) comply with all provisions of the schedules to this Permit.

## ARTICLE VII - RIGHTS OF THE PROVINCE

- 7.01 The Province retains all rights in respect of the Park and Permit Area which are not expressly granted to the Permittee under this permit, including, without limitation:
  - (a) the right at all times for the Province, its authorized representatives, employees, and agents to have unimpeded access over and along all portions of the Permit Area and to inspect any portions of the Permit Area;
  - (b) the right at all times to construct, repair, alter and maintain buildings, equipment, structures and improvements upon the Permit Area; and
  - (c) the right to grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the rights of the Permittee under this Permit.

## ARTICLE VIII - NOTICE

- 8.01 Any notice required to be given by either party to the other will be deemed to be given if it is in writing and is delivered by hand or prepaid registered mail to the address first written above or any other address that may be specified in writing by a party and a notice will be deemed to be delivered, if mailed, 8

days after the time of mailing except, in the case of a postal interruption, actual receipt is required.

- 8.02 Notwithstanding section 8.01, any written notice to be given by the Province to the Permittee under this Permit will be effectively given if it is posted in a conspicuous place on the Permit Area.

## ARTICLE IX - RENEWAL

- 9.01 Not later than 30 days prior to the Expiration Date, the Permittee may, by notice in writing delivered to the Province, apply to the Province for a renewal of this Permit.
- 9.02 Provided that the Permittee is not in default under this Permit and subject to the terms of the *Park Act*, the Province may renew this Permit upon the terms and conditions determined by the Province.
- 9.03 The Permittee acknowledges that nothing in this Permit obligates the Province to renew this Permit and the Province's decision in that respect is entirely within its discretion.

## ARTICLE X - FINANCIAL GUARANTEE

- 10.01 The Permittee will, in accordance with the Financial Guarantee Schedule, deliver to the Province security for the performance by the Permittee of all its obligations under this Permit. Enter See Attached Schedule or Not Required; press F11

## ARTICLE XI - MISCELLANEOUS

- 11.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.
- 11.02 Time is of the essence in this Permit.
- 11.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.
- 11.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.
- 11.05 All employees hired by the Permittee will remain at all times the employees of the Permittee and not of the Province and the Permittee will be solely responsible for the arrangement of reliefs and substitutions, pay, supervision, discipline, unemployment insurance, worker's compensation, leave and all other matters arising out of the relationship of employer and employee.
- 11.06 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which result from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operation or property.

## ARTICLE XII - CANCELLATION

- 12.01 In the event that
  - (a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for 7 days after the giving of written notice of the default by the Province to the Permittee;
  - (b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;
  - (c) the Permittee has willfully misrepresented information:
    - (i) on the application form which led to the granting of this Permit, or
    - (ii) required to be provided under the terms and conditions of this Permit;
  - (d) the Permit Area is damaged or destroyed by any cause whatsoever;

- (e) the Park is closed by the Province;
- (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
- (g) any of the Permittee's assets is seized in execution from the Permit Area;
- (h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;

the Province may cancel this Permit immediately by written notice to the Permittee.

12.02 In the event that the Permittee and the Province mutually agree in writing to terminate this Permit, the parties will be released and discharged from their obligations under this Permit, except as otherwise provided in this Permit.

12.03 The obligation of the Permittee

(a) to pay the Permit Fee and other money payable under this Permit; and

(b) to comply with Sections 4.01, 6.01(c), 6.01(a) and 6.01(p);

will survive the expiration, cancellation or termination of this Permit.

12.04 The Permittee will not be entitled to any compensation from the Province, in damages or otherwise, in respect of a cancellation or termination of this Permit.

**IN WITNESS WHEREOF** the parties have duly executed this Permit.

**SIGNED and DELIVERED** on behalf of the Province  
by a duly authorized representative of the Province.

\_\_\_\_\_  
Duly Authorized Representative

\_\_\_\_\_  
Date

## ARTICLE XIII - INTERPRETATION

- 13.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.
- 13.02 The captions and headings contained in the Permit are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Permit.
- 13.03 In this Permit, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to in this Permit are enactments of the Province of British Columbia.
- 13.04 If any part of this Permit is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will be enforceable to the fullest extent permitted by law.
- 13.05 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.
- 13.06 All schedules to this Permit form an integral part of this Permit.

**SIGNED and DELIVERED** on behalf of the Permittee  
(or by an authorized signatory of the Permittee if a Corporation)

\_\_\_\_\_  
Signature of Permittee or Authorized Signatory

\_\_\_\_\_  
Date

\* printed from  
K drive.

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## MANAGEMENT PLAN SCHEDULE

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### PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Area described below and outlined on the attached map.

**E.C. Manning Provincial Park**

### PURPOSE

This Permit is issued to the Permittee for the purpose of: Authorizing an avalanche control program as described on Appendix "A"

### SPECIAL PROVISIONS

1. The Permittee shall appoint a representative to be responsible for liaison between Parks and Protected Areas and the Permittee. The Permittee's appointed representative shall be identified in writing to the [Area Supervisor, *for E.C. Manning @ 250.490.8200*]
2. Prior to conducting any activity within the Permit area, the Permittee shall inform the [Area Supervisor, *[250-490-8200]*], prior to initiating fieldwork.
3. The Permittee shall be free to enter upon the Permit Area to effect emergency repairs as required without prior consultation with the Ministry, but shall notify the Ministry of such actions at the first available opportunity.
4. The Permittee shall maintain all the installations and improvements authorized by this Permit to the satisfaction of the Province.
5. No improvements or changes shall be constructed or installed except in accordance with plans and specifications which have been approved in writing by the Regional Manager, and any deviation there from shall have prior approval of the Regional Manager.
6. The Permittee shall not trim, cut or remove any trees or forest vegetation except as approved by the Ministry, and all brush and debris resulting from the clearing, of any part of the said lands shall be disposed of to the satisfaction of the Regional Manager.
7. All garbage and debris resulting from uses under this Permit shall be removed from the Park to the satisfaction of the Regional Manager.
8. The Permittee, in the event of termination or cancellation of such use as aforesaid, shall at this own expense, submit a rehabilitation plan within 90 days from the date of termination, detailing proposed methods for restoring the Permit Area to its natural state to the satisfaction of the Province.



9. The Permittee shall be responsible for public safety within the Permit area before blasting or launching of explosives.

10. Except as approved by the Province, the use of snowmobiles is prohibited within the Park.

### **APPENDIX "A"**

#### **1. Avalanche Control**

Use of hand charges or avalanchers and/or helicopter bombing for avalanche control in the areas as indicated in red on the attached map.

#### **2. Weather Station**

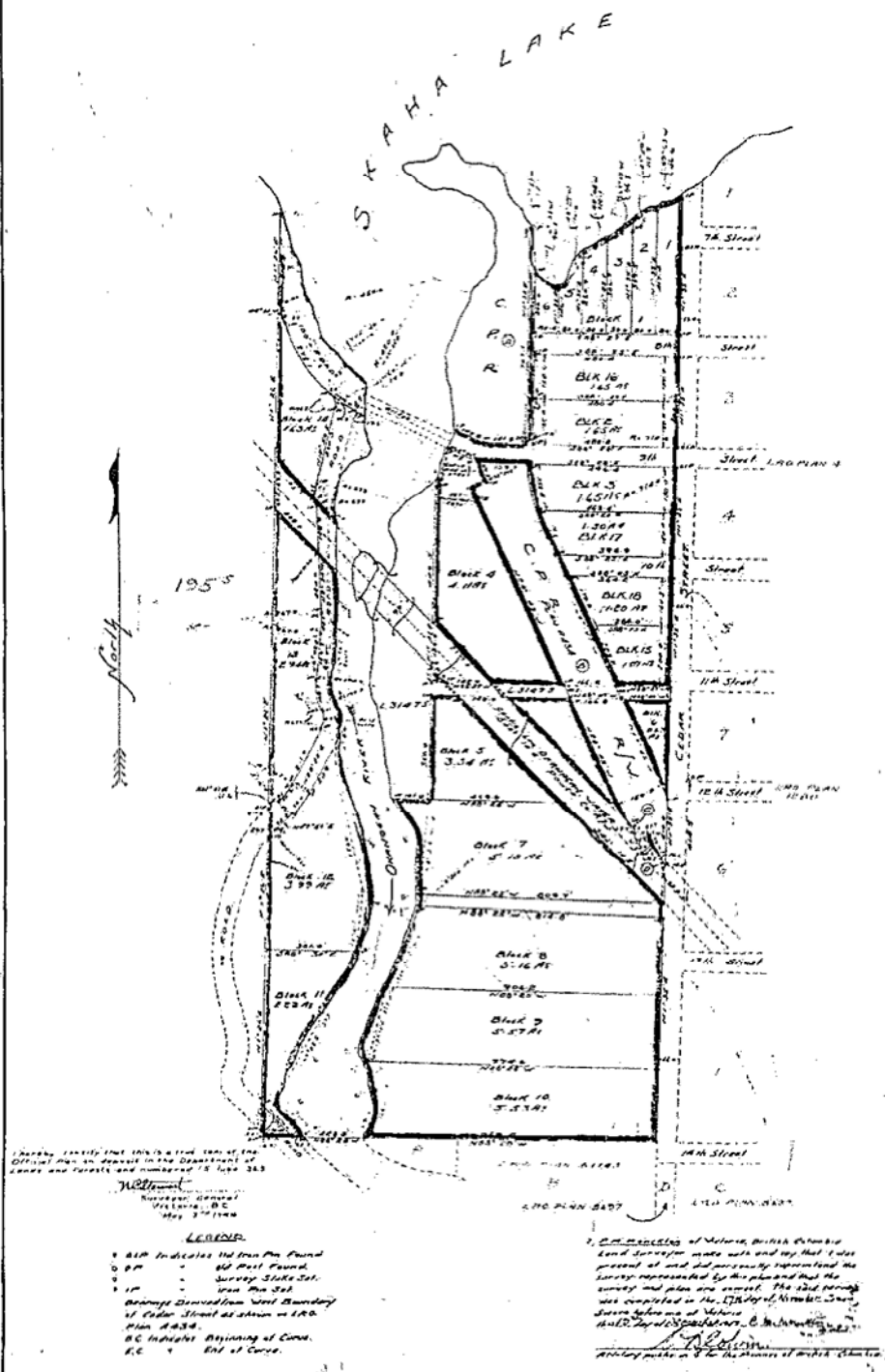
A weather station located within Lot 1720 as shown on the attached map containing the following installations:

- a) A precipitation gauge
- b) A Stevenson Screen
- c) 4 snow stakes

**PLAN OF SUBDIVISION  
OF  
PART OF LOT 2883 S  
SIMILKAMEEN DIVISION  
YALE DISTRICT.**

Scale: 1 inch = 200'

PLAN NO 4397  
Deposited Under Sec 79  
Land Registry Act  
This is a copy of the original  
plan as deposited  
Deputy Registrar





## LAND USE / OCCUPANCY

This Park Use Permit No. **OK9710009** (the "Permit") is issued under the authority of the *Park Act*

**E.C. Manning Provincial Park**  
(the "Park")

## FROM:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the *Park Act* (the "Province") at the following address:

Ministry of Water, Air & Land Protection  
BC Parks, Okanagan District  
PO Box 399  
Summerland BC V0H 1Z0

## TO:

**Ministry Of Transportation and Highways**

(the "Permittee") at the following address

**Unit 102 – 17969 Roan Place  
Surrey BC V2S 5K1**

## THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

## ARTICLE I - GRANT OF PERMIT

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.

## ARTICLE II - DURATION

- 2.01 The duration of this Permit is for a term of Five (5) years commencing on July 1, 2001 (the "Commencement Date") and ending on June 30, 2006 (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

## ARTICLE III - FINANCIAL

- 3.01 The Permittee must pay to the Province a fee (the "Permit Fee") of \$ Nil, N/A. (GST included if applicable) prior to Commencement Date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

## ARTICLE IV - INDEMNITY AND INSURANCE

- 4.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer to be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and

licensees under this Permit, except for any inability arising from any independent, negligent act of the Province.

- 4.02 The Permittee will, during the term of this Permit, provide, maintain and pay for insurance in such form and amounts and with such deductibles, if any, as prescribed in the Insurance Schedule.

## ARTICLE V - TRANSFER

- 5.01 The Permittee must not assign, transfer, sub-licence or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 5.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 1(4) of the *Company Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 5.01.

## ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
  - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
  - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
  - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the Permit Area;
  - (e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee;
  - (f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this

- (e) the Park is closed by the Province;
- (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
- (g) any of the Permittee's assets is seized in execution from the Permit Area;
- (h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;

the Province may cancel this Permit immediately by written notice to the Permittee.

12.02 In the event that the Permittee and the Province mutually agree in writing to terminate this Permit, the parties will be released and discharged from their obligations under this Permit, except as otherwise provided in this Permit.

12.03 The obligation of the Permittee

- (a) to pay the Permit Fee and other money payable under this Permit; and
- (b) to comply with Sections 4.01, 6.01(c), 6.01(o) and 6.01(p);

will survive the expiration, cancellation or termination of this Permit.

12.04 The Permittee will not be entitled to any compensation from the Province, in damages or otherwise, in respect of a cancellation or termination of this Permit.

## ARTICLE XIII - INTERPRETATION

- 13.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.
- 13.02 The captions and headings contained in the Permit are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Permit.
- 13.03 In this Permit, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to in this Permit are enactments of the Province of British Columbia.
- 13.04 If any part of this Permit is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will be enforceable to the fullest extent permitted by law.
- 13.05 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.
- 13.06 All schedules to this Permit form an integral part of this Permit.

IN WITNESS WHEREOF the parties have duly executed this Permit.

SIGNED and DELIVERED on behalf of the Province  
by a duly authorized representative of the Province.

SIGNED and DELIVERED on behalf of the Permittee  
(or by an authorized signatory of the Permittee if a Corporation)

\_\_\_\_\_  
Duly Authorized Representative

\_\_\_\_\_  
Signature of Permittee or Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\* Printed from  
Kdrive

6. If space is available for additional communications equipment within the structure, the B.C. Parks shall have first right of refusal.
7. All structures shall be painted a green colour as approved by the District Manager.
8. The Permittee shall, in the event of termination of Permit, remove any fixtures in the Permitted area within a period of ninety (90) days thereafter, leaving the Permitted area in a safe and satisfactory condition.
9. The Permittee shall contact the District Manager to arrange for annual inspections.



# RECEIPT



Permittee: Telus  
Permit No.: OK9710055  
Your File No.: 1603-01

Receipt No. OK000739  
Invoice No. OK000739  
Date: 03/09/04

Purpose: Repeater Site, Lines, Road	
Parks covered under this Permit: E.C. Manning	
PERMIT FEE	\$3,900.00
GST Exempt	\$273.00
GST Reg #R107864738	
AMOUNT PAID	\$4,173.00

FILE COPY

**Received by:**

Ministry Of Water, Land & Air Protection  
PASB - Park Use Permits District  
PO Box 9371 Stn Prov Govt  
Victoria BC V8W 9M3

Phone: 866-433-7272  
Fax: 250-387-0922

Fold Here

Telus  
1st Floor, 15079 - 64 Avenue  
Surrey BC V3S 1X9

SEP 1 - 2004

INVOICE DATE	INVOICE NUMBER	DOCUMENT NUMBER	PERMIT AND UTILIZATION SERVICE BUREAU DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
04/09/01	ANNUAL RENT	1900918176	FILE 1603 1 BLACKWALL RADIO SITE Sum total	0.00 0.00	4,173.00 4,173.00
<b>RECEIVED</b> AUG 31 2004 PENTICTON					
<div style="display: flex; justify-content: space-between;"><div><i>65,971,005\$</i></div><div><i>Probably permit 1005\$</i></div></div>					
VENDOR NUMBER 0000654232			PAYMENT NUMBER 2001633302		
CHEQUE NUMBER 501301795			CHEQUE AMOUNT \$4,173.00		

DETACH BEFORE DEPOSITING CHEQUE

00075



FILE COPY

August 21, 2004

File Number: 85700-40/ OK9710055

TELUS  
1<sup>st</sup> Floor, 15079 – 64 Avenue  
Surrey, BC V3S 1X9

Attn: Lori Rossi

RE: PARK USE PERMIT

Dear Ms. Rossi,

Our records indicate that your insurance for Park Use Permit (PUP) OK9710055 authorizing industrial land use occupancy in E.C. Manning Provincial Park expired on June 30, 2004. Regarding insurance, The Province of British Columbia Certificate of Insurance is required as per the related Articles contained in the PUP document. **Please note Insurance for General Liability is not less than \$2,000,000 per person per occurrence.** The insurance form must be signed by your insurance broker and returned to our office at the address below.

If you have any questions prior to completing the above, please do not hesitate to contact our office at the number below.

Sincerely,

Andrea Cowgill  
Permit Examiner

Encl: Certificate of Insurance





## LAND USE / OCCUPANCY

This Park Use Permit No. **OK9710055** (the "Permit") is issued under the authority of the *Park Act*

**E.C. Manning Provincial Park**  
(the "Park")

## FROM:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the *Park Act* (the "Province") at the following address:

Ministry of Water, Land & Air Protection  
Environmental Stewardship  
BC Parks  
201 – 3547 Skaha Lake Road  
Penticton BC V2A 7K2

## TO:

**Telus Communication Inc**  
(the "Permittee") at the following address  
**15<sup>th</sup> Floor 3777 Kingsway**  
**Burnaby BC V5H 3Z7**

## THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

## ARTICLE I - GRANT OF PERMIT

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.

## ARTICLE II - DURATION

- 2.01 The duration of this Permit is for a term of **10 (ten) years** commencing on **September 1, 2003** (the "Commencement Date") and ending on **August 30, 2013** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

## ARTICLE III - FINANCIAL

- 3.01 The Permittee must pay to the Province a fee (the "Permit Fee") of \$ **4173.00** (GST included if applicable) prior to Commencement Date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

## ARTICLE IV - INDEMNITY AND INSURANCE

- 4.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer to be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any inability arising from any independent, negligent act of the Province.

- 4.02 The Permittee will, during the term of this Permit, provide, maintain and pay for insurance in such form and amounts and with such deductibles, if any, as prescribed in the Insurance Schedule.

## ARTICLE V - TRANSFER

- 5.01 The Permittee must not assign, transfer, sub-licence or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 5.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 1(4) of the *Company Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 5.01.

## ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
  - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
  - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
  - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the Permit Area;
  - (e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee;
  - (f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;

- (g) comply with all orders and directions made, verbally or in writing, by a park officer (as defined in the *Park Act*) relating to the Park, this Permit or the Permit Area;
- (h) not construct, erect, place, repair, maintain or alter any building, fixture, equipment, structure or improvement in the Permit Area except as may be permitted by this Permit or with the prior written consent of the Province;
- (i) take all reasonable precautions to prevent and suppress fires in the Permit Area;
- (j) not interfere with free public access through, across and upon the Permit Area, unless otherwise specified in the Management Plan Schedule;
- (k) not interfere with or disrupt the activities and operations of other permittee's or users in the Park;
- (l) use and occupy the Permit Area only in accordance with the provisions of this Permit;
- (m) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) or any archaeological or cultural artifact found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with the *Park Act* and all other applicable laws;
- (n) not commit or allow any wilful or voluntary waste, damage or destruction in or upon the Permit Area;
- (o) pay for or repair, as determined by the Province, any damage caused to the property of the Province by the Permittee, its employees, agents, contractors, or licensees;
- (p) upon the expiration, cancellation or termination of this Permit:
  - (i) peaceably quit and deliver up possession of the Permit Area to the Province;
  - (ii) remove all chattels and improvements of the Permittee from the Permit Area within 30 days of the expiration, cancellation or sooner termination of this Permit, unless otherwise advised in writing, by the Province;
  - (iii) deliver to the Province possession of all equipment, furnishings, fixtures, chattels and improvements owned by the Province in a state of good repair and working order; and
  - (iv) restore the Permit Area to the satisfaction of the Province; and to the extent necessary, this covenant will survive the expiration, cancellation or termination of this Permit; and
- (q) comply with all provisions of the schedules to this Permit.

## ARTICLE VII - RIGHTS OF THE PROVINCE

- 7.01 The Province retains all rights in respect of the Park and Permit Area which are not expressly granted to the Permittee under this permit, including, without limitation:
- (a) the right at all times for the Province, its authorized representatives, employees, and agents to have unimpeded access over and along all portions of the Permit Area and to inspect any portions of the Permit Area;
  - (b) the right at all times to construct, repair, alter and maintain buildings, equipment, structures and improvements upon the Permit Area; and
  - (c) the right to grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the rights of the Permittee under this Permit.

## ARTICLE VIII - NOTICE

- 8.01 Any notice required to be given by either party to the other will be deemed to be given if it is in writing and is delivered by hard or prepaid registered mail to the address first written above or any other address that may be specified in writing by a party and a notice will be deemed to be delivered, if mailed, 8

days after the time of mailing except, in the case of a postal interruption, actual receipt is required.

- 8.02 Notwithstanding section 8.01, any written notice to be given by the Province to the Permittee under this Permit will be effectively given if it is posted in a conspicuous place on the Permit Area.

## ARTICLE IX - RENEWAL

- 9.01 Not later than 30 days prior to the Expiration Date, the Permittee may, by notice in writing delivered to the Province, apply to the Province for a renewal of this Permit.
- 9.02 Provided that the Permittee is not in default under this Permit and subject to the terms of the *Park Act*, the Province may renew this Permit upon the terms and conditions determined by the Province.
- 9.03 The Permittee acknowledges that nothing in this Permit obligates the Province to renew this Permit and the Province's decision in that respect is entirely within its discretion.

## ARTICLE X - FINANCIAL GUARANTEE

- 10.01 The Permittee will, in accordance with the Financial Guarantee Schedule, deliver to the Province security for the performance by the Permittee of all its obligations under this Permit.

## ARTICLE XI - MISCELLANEOUS

- 11.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.
- 11.02 Time is of the essence in this Permit.
- 11.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.
- 11.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.
- 11.05 All employees hired by the Permittee will remain at all times the employees of the Permittee and not of the Province and the Permittee will be solely responsible for the arrangement of reliefs and substitutions, pay, supervision, discipline, unemployment insurance, worker's compensation, leave and all other matters arising out of the relationship of employer and employee.
- 11.06 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which result from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operation or property.

## ARTICLE XII - CANCELLATION

- 12.01 In the event that
- (a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for 7 days after the giving of written notice of the default by the Province to the Permittee;
  - (b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;
  - (c) the Permittee has wilfully misrepresented information:
    - (i) on the application form which led to the granting of this Permit, or
    - (ii) required to be provided under the terms and conditions of this Permit;
  - (d) the Permit Area is damaged or destroyed by any cause whatsoever;
  - (e) the Park is closed by the Province;

## ARTICLE XIII - INTERPRETATION

- (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
- (g) any of the Permittee's assets is seized in execution from the Permit Area;
- (h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;
- the Province may cancel this Permit immediately by written notice to the Permittee.
- 12.02 In the event that the Permittee and the Province mutually agree in writing to terminate this Permit, the parties will be released and discharged from their obligations under this Permit, except as otherwise provided in this Permit.
- 12.03 The obligation of the Permittee
- (a) to pay the Permit Fee and other money payable under this Permit; and
- (b) to comply with Sections 4.01, 6.01(e), 6.01(o) and 6.01(p);
- will survive the expiration, cancellation or termination of this Permit.
- 12.04 The Permittee will not be entitled to any compensation from the Province, in damages or otherwise, in respect of a cancellation or termination of this Permit.

- 13.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.
- 13.02 The captions and headings contained in the Permit are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Permit.
- 13.03 In this Permit, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to in this Permit are enactments of the Province of British Columbia.
- 13.04 If any part of this Permit is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will be enforceable to the fullest extent permitted by law.
- 13.05 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.
- 13.06 All schedules to this Permit form an integral part of this Permit.

IN WITNESS WHEREOF the parties have duly executed this Permit.

SIGNED and DELIVERED on behalf of the Province  
by a duly authorized representative of the Province.

SIGNED and DELIVERED on behalf of the Permittee  
(or by an authorized signatory of the Permittee if a  
Corporation)

\_\_\_\_\_  
Duly Authorized Representative

\_\_\_\_\_  
Signature of Permittee or Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\* copy from  
K drive

# MANAGEMENT PLAN SCHEDULE

## PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Area described below and outlined on the attached map.

**E.C. Manning Provincial Park**

## PURPOSE

This Permit is issued to the Permittee for the purpose of allowing installation, maintenance and upgrading of a telephone signal distribution system including:

1. Blackwall Microwave Repeater Site
2. Central Office and Trailer
3. Microwave Towers (2) and Access Corridor
4. Distribution Lines

## SPECIAL PROVISIONS

### 1. Maintenance

- a) The Permittee shall maintain all authorized improvements on the Permit Area in an adequate state of repair for the purpose for which they are intended.
- b) The Permittee shall not trim, cut, destroy or remove any trees or forest vegetation except as approved by the Regional Manager, and all brush and debris resulting from the clearing of any part of the said lands shall be disposed of to the satisfaction of the Regional Manager.
- c) The Permittee shall identify in writing a representative responsible for maintenance of the lines and facilities and shall meet annually to discuss the yearly maintenance schedule.
- d) Prior to conducting normal or regularly scheduled operational activities within the Permit Area, the Permittee must contact the Regional Manager.
- e) The Permittee shall be free to enter upon the Permit Area to effect emergency repairs without prior consultation with the Province, but shall notify the Regional Manager at the first available opportunity of such actions.

## 2. Removal/Restoration

The Permittee, in the event of termination or cancellation of the Park Use Permit, shall at his own expense, submit a rehabilitation plan to the Regional Manager for approval, detailing proposed methods for restoration of the Permit Area to its natural state within a period of one year after abandonment.

3. The Permittee shall pay to the Province compensation for any loss or damage occasioned by the use of the Permit Area.
4. The Permittee shall supply three sets of as-built drawings showing all facilities and structures and their location relative to existing park structures or facilities.
5. Upon expiry and non-renewal of the Permit, the Permittee will have ninety (90) days to remove or dispose of improvements from the Permit Area and restore the area as specified by the Province. Upon expiry of this period of time, remaining improvements may become the property of the Province.

## I Facilities

Blackwall Microwave Repeater Site, as shown on Map 1, and the Blackwall access road as shown on Map 2.

### DESCRIPTION OF PERMIT AREA AND FACILITIES

The radio repeater site and use of the Blackwall access road, shown on Maps 1 and 2, and as described below:

260' x 160' x 195' x 110' x 75' site located at latitude 49° 06' 05" N, longitude 120° 45' 25" W, elevation 6,595 feet containing .89 acres more or less and containing:

- i) a 62.5 foot self supporting steel tower within a 16' 6.5"W x 16' 6.5"W base area.
- ii) a 24' x 48' radio building.
- iii) a 24' x 28' engine building.
- iv) a 24' x 24' garage
- v) 3 - 2300 liter fuel tanks (environmentally safe) within a 46' x 8' deep protective ditch.
- vi) a 110' tower with three guy wires.
- vii) Base area for restoral tower.

## SPECIAL CONDITIONS

1. The Permittee shall not construct or install structures or equipment, or make any changes to existing structures, equipment or frequencies without the prior consent of all parties having and using existing authorized installations, equipment, or frequencies which might be affected by such construction, installation, changes, or the operation of the same.
2. That this permit is granted and accepted subject to prior rights existing in favour of third parties, if any, and the Permittee hereby agrees to take whatever action necessary, at his own expense, to ensure to the mutual satisfaction of all concerned third parties that any or all radio, television, or auxiliary equipment installed and operated by the Permittee on the site either now or in the future, shall not cause harmful interference to the operation of any facilities in existence at the time the said equipment is installed. Should all attempts to eliminate such interference fail, the Permittee shall himself terminate operation of the offending equipment.
3. The Permittee shall co-operate with any government ministry or other persons presently operating or hereafter operating facilities in the locale in resolving any interference problems which might arise as a result of the installation of any equipment or other facilities which will interfere with or render inoperative any radio or other communication facilities of any government ministry or other persons presently operating or hereafter operating during the existence of this Permit.
4. This Permit is granted on the distinct understanding that, in the event of other persons, government ministries, Crown agencies, or corporations finding it necessary to establish radio and television communication facilities or facilities of a like nature within the confines of the lands hereby covered by this Permit, the Minister of Water, Land and Air Protection hereby reserves the right to grant to such persons, government ministries, Crown, or corporations, the right to use a portion or portions of the said lands for such purposes if, in the Minister's discretion, it is considered to be in the public interest.
5. The Permittee is authorized to use an over-snow vehicle for access to the Blackwall site during the winter months.
6. All travel by over-snow vehicles shall be restricted to the access road.
7. Use of over-snow vehicles shall be limited to those times in which adequate snow cover precludes damage to roads.
8. The over-snow vehicles used shall be equipped with a drag device to smooth out the tracks and leave the snow surface on the access road safe for cross-country skiing.

## **II Central Office/Potable Trailer**

### **DESCRIPTION OF PERMIT AREA AND FACILITIES**

Telus central office, dimensions 25' by 45', located west of Manning Park power house at a mean perpendicular distance of 122' from said power house, and portable telephone exchange trailer, dimensions 10' x 30', located adjacent to building as shown on Map 3, and includes a 500 gallon propane tank.

### **SPECIFIC CONDITIONS**

1. No changes, improvements or additions other than normal maintenance shall be made without prior approval of the Area Supervisor.
2. The building and trailer shall be painted and maintained to the satisfaction of the Area Supervisor.
3. Area's around the trailer and building shall be kept free of all wire, spools, drums, etc., and shall be maintained to the satisfaction of the Area Supervisor.

## **III. Microwave Access Corridor and Two Microwave Towers**

### **DESCRIPTION OF PERMIT AREA AND FACILITIES**

A microwave access corridor as shown on Map 4.

Two Towers: on 20m tower located east of the Cascade Lookout and one 25m guyed tower at the Telus central office, as shown on Map 5.

### **SPECIAL CONDITIONS**

1. Specific conditions for intermediate tower east of the Cascade Lookout site:
2. No vehicle access is permitted to the tower site.
3. The tower and antennas shall be painted non-reflective black.
4. Clearing of the microwave corridor shall be kept to the minimum required for a satisfactory transmission path. A clearing width shall be discussed and approved prior to initiating work.
5. Same special conditions as for Blackwall Microwave Repeater Site number 1,2,3,4.

#### IV. Distribution Lines

##### DESCRIPTION OF PERMIT AREA

ERI

Telephone lines and poles described below:

Commencing at Station 1712 centre line of right-of-way located at a point 480' distant and bearing N 81° 21' E from the N.W. corner Lot 620, Yale Division of Yale Land District: (see attached description for first and second sections).

From Station 1712 bearing S 65° E, a distance of 840' to Station 1704; thence S 58° E, a distance of 105' to 1703; thence S 55° E, a distance of 840' to 1695; thence S 46° E, a distance of 420' to 1691, thence S 60° E a distance of 105' to 1690 which is first stake in park property.

From Station 1712 N 65° W 105' to Station 1713; thence continuing N 65° W to intersect with curve on highway.

An underground cable, poles and anchors within the road right-of-way as shown on Map 6.

##### SPECIAL CONDITIONS

1. The Permittee shall at the request of the Province at any time remove the said telephone line from its present location and relocate the same on an area designated by the Province. In the event of the Permittee being so requested to relocate the line, the Province shall pay only one-half of the actual costs for labour incurred by the erection of the relocated telephone line and all other costs shall be borne by the Permittee.
2. Should the permittee abandon the existing overhead pole line, the poles shall become the property of the Crown.
3. The Permittee shall be responsible for the placing of all warning signs and barriers and for safety precautions of all types during the installation and maintenance of the service. The public shall have free access to the Permit Area at all times, except where such access is inconsistent with safety precautions or the efficient progress of the works.
4. The backfilling of cable trenches in any portion of roads or other works shall be done with materials similar to those excavated, insofar as this is consistent with telephone cable laying practice and in any case so that the drainage and other characteristics of roadbeds and other works are not changed.



PERMIT FEE

1.	Blackwall Microwave Repeater Site	\$1000.00
2.	Use of Blackwall Road	\$ 400.00
3.	Central Office and Trailer	\$ 500.00
4.	Microwave Access Corridor & Two Towers	\$ 1000.00
5.	Telephone Lines and Poles	\$ 1000.00
6.	Underground Telephone Cable	Nil Fee
	Sub Total	<u>\$ 3900.00</u>
	GST	\$273.00
	Permit Fee Total	<u>\$ 4173.00</u>

## INSURANCE SCHEDULE

- 1.1 The Permittee will, during the term of this Permit, maintain and pay for, with insurers licensed in British Columbia, the following insurance:
  - Commercial General Liability Insurance in an amount not less than \$2,000,000.00 inclusive per occurrence against personal injury, property damage and liability assumed under contract. The Province is to be added as an additional insured under this policy and policy must include a cross liability clause.
- 1.2 All insurance required to be maintained by the Permittee under this Permit will be primary and not require any insurer of the Province to share or contribute to any loss.
- 1.3 On or before to the Commencement Date, the Permittee will provide the Province with a "Province of British Columbia Certificate of Insurance" that has been completed by the Permittee's insurer in respect of all insurance required to be maintained by the Permittee under this Permit. When requested by the Province, the Permittee will provide to the Province certified copies of the insurance policies.
- 1.4 All policies of insurance required to be maintained by the Permittee under this Permit must be endorsed with a requirement that the Province be provided 30 days' prior written notice of cancellation of or a material change to the policy.
- 1.5 The Permittee waives all rights of recourse against the Province with regard to damage to the property of the Permittee.
- 1.6 The Province may, by notice in writing to the Permittee, require the Permittee to change the form, amount, deductible or other term of any insurance required to be maintained under this Permit and the Permittee must change the insurance accordingly within 30 days of such notice.