

Licence No.:

241029

File No.: 2408758

Disposition No.: 842800

THIS AGREEMENT is dated for reference April 20, 2009 and is made under the *Land Act*.

BETWEEN:

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

(the "Province")

AND:

CANADA WEST MOUNTAIN SCHOOL INC.

(Inc. BC0676016)

47 Broadway W

Vancouver, BC V5Y 1P1

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this licence of occupation;

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

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

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

"Commencement Date" means June 20, 2009;

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

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

“Fees” means the fees set out in Article 3;

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

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

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

THOSE PARCELS OR TRACTS OF LAND IN THE VICINITY OF PANTHEON RANGE and MOUNT WADDINGTON, RANGE 2 COAST DISTRICT; and

THOSE PARCELS OR TRACTS OF LAND OF LAND IN THE VICINITY OF RAILROAD MOUNTAIN, LIZZIE LAKE, MOUNT SPETCH, MOUNT HOWARD, LILLOOET DISTRICT; and

THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF DISTRICT LOT 3525, AND IN THE VICINITY OF SIMS CREEK, BOTH WITHIN LILLOOET DISTRICT AND NEW WESTMINSTER DISTRICT; and

THOSE PARTS OF THE SURFACES OF DISTRICT LOTS 4395, 4396 AND 4576 SURVEYED AS THE CLAIMS KNOWN AS "OLD IRONSIDES NO. 2" , "OLD IRONSIDES" AND "IRONSIDES FRAC." MINERAL CLAIMS, RESPECTIVELY, TOGETHER WITH THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF DISTRICT LOT 3538, GROUP 1, NEW WESTMINSTER DISTRICT; and

THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF DISTRICT LOT 3669 AND 2659, GROUP 1, NEW WESTMINSTER DISTRICT; and

CONTAINING A TOTAL OF 36,020.4 HECTARES, MORE OR LESS

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

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

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

“Security” means the security referred to in section 7.1 or 7.2, as replaced or supplemented in accordance with section 7.5;

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

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

“you” or “your” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

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

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant to you a licence of occupation of the Land for commercial recreation activity purposes as set out in the Management Plan and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 10th anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEES

- 3.1 For each year of the Term, you will pay an Extensive Use Area user fee.
- 3.2 For the first year of the Term the Extensive Use Area user fee shall cover the first 11 months of the Term and shall be paid in two instalments:

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

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

- 3.3 For the second year of the Term the Extensive Use Area user fee shall cover the 12 months commencing one month before the first anniversary of the Commencement Date and shall be paid in two instalments and shall, subject to section 3.5 below, be calculated as follows:

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

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

- 3.4 For each subsequent year of the Term the Extensive Use Area user fee shall cover each subsequent 12-month period after the period defined in subsection 3.3(b), and, subject to section 3.5 below, shall be paid in two instalments and be calculated as follows:

- (a) payable on each subsequent anniversary of the Commencement Date a minimum payment of \$500.00; and
- (b) payable on the next anniversary of the Commencement Date, the amount (if any) by which the following exceeds \$500.00:

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

- 3.5 We have the right, in our sole discretion, during any year of the Term to change, for the next year of the Term, any amounts or rates.

- 3.6 If we wish to change an amount or rate for any year of the Term, we shall do so in accordance with our policies at the time applicable to your use of the Land or Improvements under this Agreement, and we shall give you at least 6 months notification of any changes.

- 3.7 If we do not change any amounts or rates for any year of the Term, then the amounts or rates for that year shall be the same as they were for the preceding year.

- 3.8 You must keep accurate written books and records in connection with this Agreement including written records of Client Days.

- 3.9 In the event that an audit of your books and records taken under Article 5 reveals that you have not paid to us all fees owed to us under this Agreement, you will immediately pay to us the cost of the audit together with all outstanding fees.
- 3.10 You are required to confirm your Client Days by submitting with your payment of fees a statutory declaration in a format provided to you by us.

ARTICLE 4 - MANAGEMENT PLAN

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

be deemed to be amended as set out in the Final Notice;

- (d) if you deliver an Objection to us within the time required the Objection will be reviewed by a person acting at the level of assistant deputy minister, vice-president, or other comparable senior level (a "Senior Executive"). The Senior Executive may decide in his or her sole discretion whether the Final Notice should be varied in any respect and will inform you of this decision in writing. Upon the delivery of the Senior Executive's decision to you the Management Plan will be deemed to be revised as set out in the decision;
- (e) unless you consent in writing or unless section 4.3 applies the effective date of a revision to a Management Plan must not be sooner than one year after the date that the Final Notice is delivered to you or, if a decision has been made under section 4.2(d) then one year after the delivery to you of that decision.

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

ARTICLE 5 - COVENANTS

- 5.1 You must

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 11,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest

- of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
 - (k) not interfere with public access over the Land;
 - (l) permit us, or our authorized representatives, at reasonable times, to inspect, copy and audit your books and records that in our opinion relate to the information you are required to report or provide to us under this Agreement;
 - (m) deliver to us, as soon as reasonably possible, all reports we may request from you concerning your activities under this Agreement and all other matters related to this Agreement;
 - (n) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
 - (o) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
 - (p) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
 - (q) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
 - (r) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

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

- (s) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 30 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

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

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

ARTICLE 6 - LIMITATIONS

6.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
 - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and*

Natural Gas Act, Range Act, Wildlife Act or Water Act, or any extension or renewal of the same, whether or not you have actual notice of them, and

- (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 5.1(r), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) we or the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Games may, at any time it determines your use of the Land might reasonably be

anticipated to affect the operations or plans of the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Games, impose special conditions to affect their rights under Part 12 of the Games Venue Agreement dated December 19, 2002;

- (j) this Agreement is subject to the prior rights of 0778253 BC Ltd. as the holder of a License of Occupation on file 5406852, issued for heliskiing purposes;
- (k) this Agreement is subject to the prior rights of Black Tusk Helicopters Ltd. as holder of a License of Occupation on file 2407357, issued for heliskiing purposes;
- (l) this Agreement is subject to the prior rights of Whistler Alpine Guides Bureau as holder of a License of Occupation on file 2407485, issued for guided commercial recreation purposes;
- (m) this Agreement is subject to the prior rights of Knight Inlet Heli Sports Ltd. as holder of a License of Occupation on file 1412758, issued for heli recreation activity purposes;
- (n) this Agreement is subject to the prior rights of John Erickson as holder of a License of Occupation on file 5406290, issued for guided nature viewing purposes;
- (o) this Agreement is subject to the prior rights of Columbia Bible College as holder of a License of Occupation on file 2408589, issued for commercial recreation activities;
- (p) this Agreement is subject to the prior rights of Young Life as holder of a License of Occupation on file 2408516, issued for commercial recreation activities;
- (q) this Agreement is subject to the prior rights of Thompson Rivers University as holder of a License of Occupation on file 3410646, issued for commercial recreation activities;
- (r) this Agreement is subject to the prior rights of Whistler Heliskiing Ltd. as holder of a License of Occupation on file 2403273, issued for heli recreation activity purposes;
- (s) this Agreement is subject to the prior rights of Backcountry Snowcats Ltd. as holder of a License of Occupation on file 3410377, issued for cat ski purposes;
- (t) this Agreement is subject to the prior rights of Chilcotin Holidays Ltd. as holder of a License of Occupation on file 3408461, issued for commercial recreation activities;
- (u) this Agreement is subject to the prior rights of Bracewell's Alpine Wilderness Adventures (1983) Ltd. as holder of a License of Occupation on file 5406208, issued for commercial recreation activities;
- (v) this Agreement is subject to the prior rights of National Outdoor Leadership School Society as holder of a License of Occupation on file 5406317, issued for commercial

recreation activities;

- (w) this Agreement is subject to the prior rights of Robert Hatch as holder of a License of Occupation on file 5406111, issued for commercial recreation activities;
- (x) this Agreement is subject to the prior rights of Michael King as holder of a License of Occupation on file 5404070, issued for commercial recreation activities;
- (y) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (z) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 5.1(s)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 5.1(s)(ii) or the time period provided for in the direction or permission given under paragraph 5.1(s)(iii); and
- (aa) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 7 - SECURITY AND INSURANCE

- 7.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 7.2 Despite section 7.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 7.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

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

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

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

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

7.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

- 7.7 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 7.6(a); and
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;
- and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.
- 7.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 7.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 8 - ASSIGNMENT

- 8.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, and a request for such consent will be assessed by us in accordance with applicable laws and policy at the time of the request and in the absence of applicable laws and policy consent will not be unreasonably withheld.
- 8.2 For the purpose of section 8.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 8.3 Section 8.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 8.4 Prior to considering a request for our consent under section 8.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 9 - TERMINATION

- 9.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if we cancel another disposition made to you for a purpose set out in the Management Plan, because of your default or failure under that disposition;
- (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (g) if this Agreement is taken in execution or attachment by any person; or
- (h) if we require the Land for our own use or, in our opinion, it is in the public interest to

cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

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

- 9.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.
- 9.3 You agree with us that
- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 9.1; and
 - (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 10.2 Subject to section 10.5, if a dispute under this Agreement cannot be resolved under section 10.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 10.3 The cost of the arbitration referred to in section 10.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 10.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Surrey, British Columbia, and if we or our authorized representative have no office in Surrey, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Surrey, British Columbia.
- 10.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 10.2.

ARTICLE 11 - NOTICE

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

to us

MINISTRY OF AGRICULTURE AND LANDS
200-10428 153 St
Surrey, BC V3R 1E1;

to you

CANADA WEST MOUNTAIN SCHOOL INC.
47 Broadway W
Vancouver, BC V5Y 1P1;

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

- 11.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 11.1.
- 11.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 12 - MISCELLANEOUS

- 12.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 12.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other

remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

- 12.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 12.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 12.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 12.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
 - (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 12.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

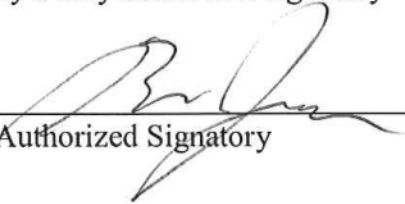
The parties have executed this Agreement as of the date of reference of this Agreement.

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



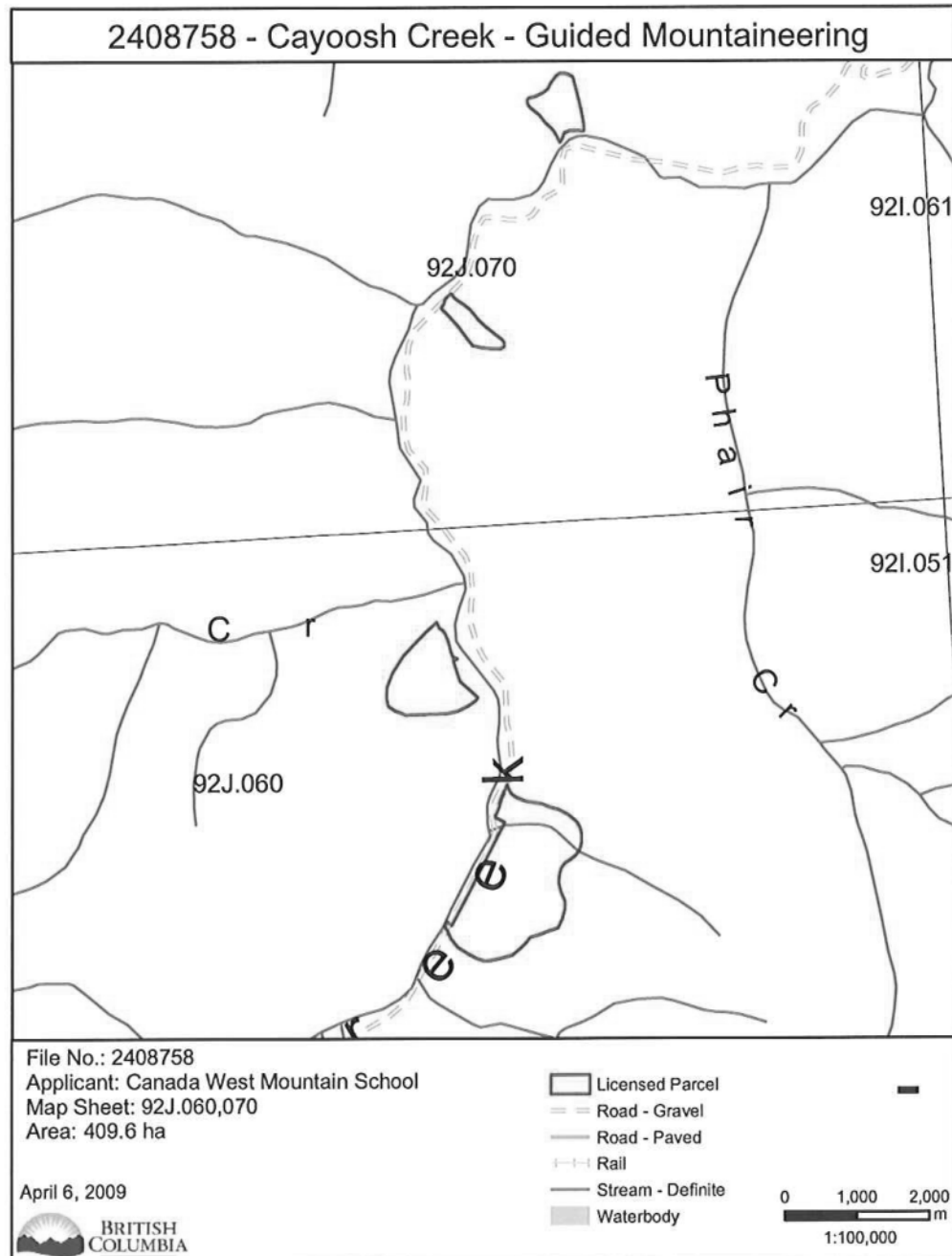
Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of
CANADA WEST MOUNTAIN SCHOOL INC.
by a duly authorized signatory

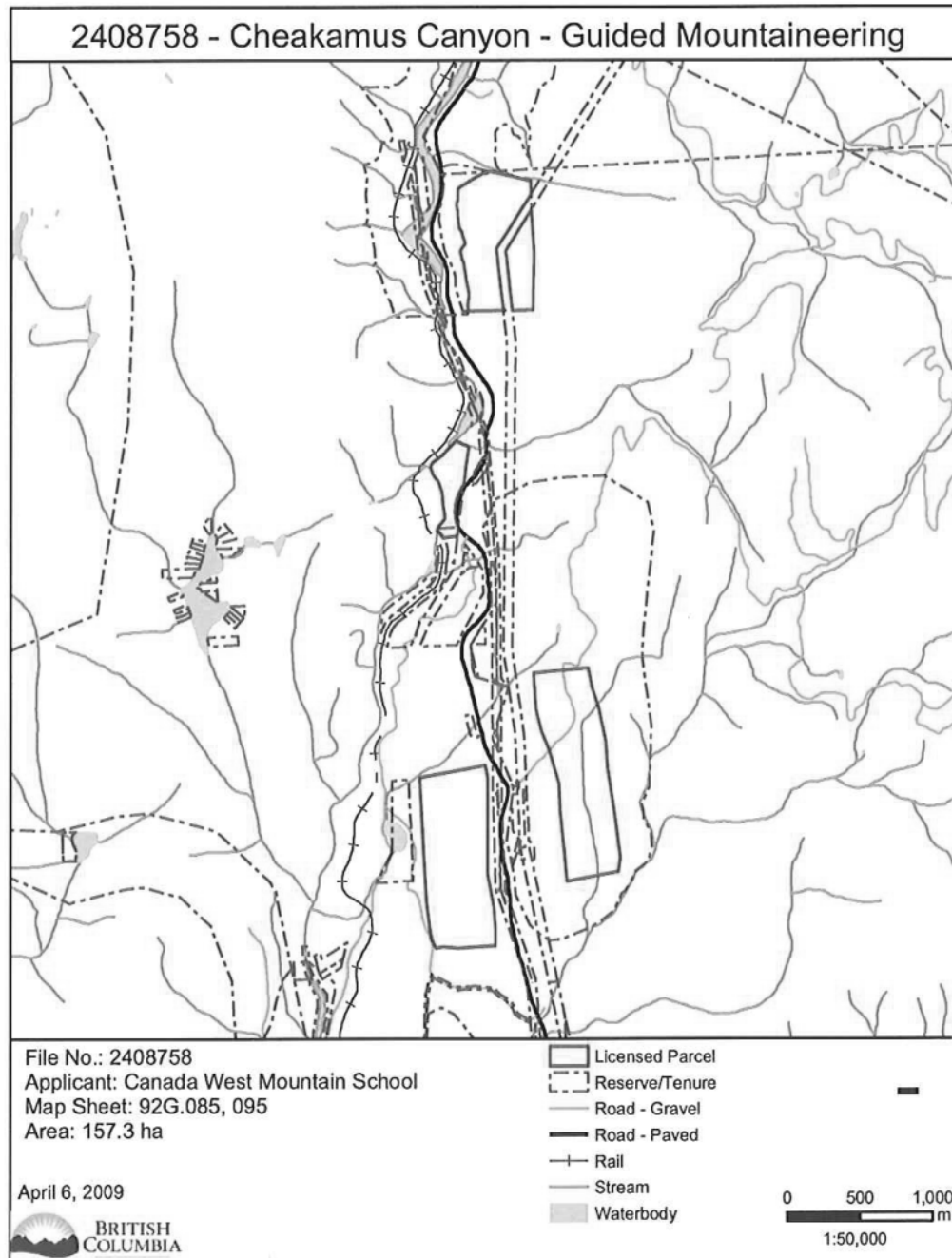


Authorized Signatory

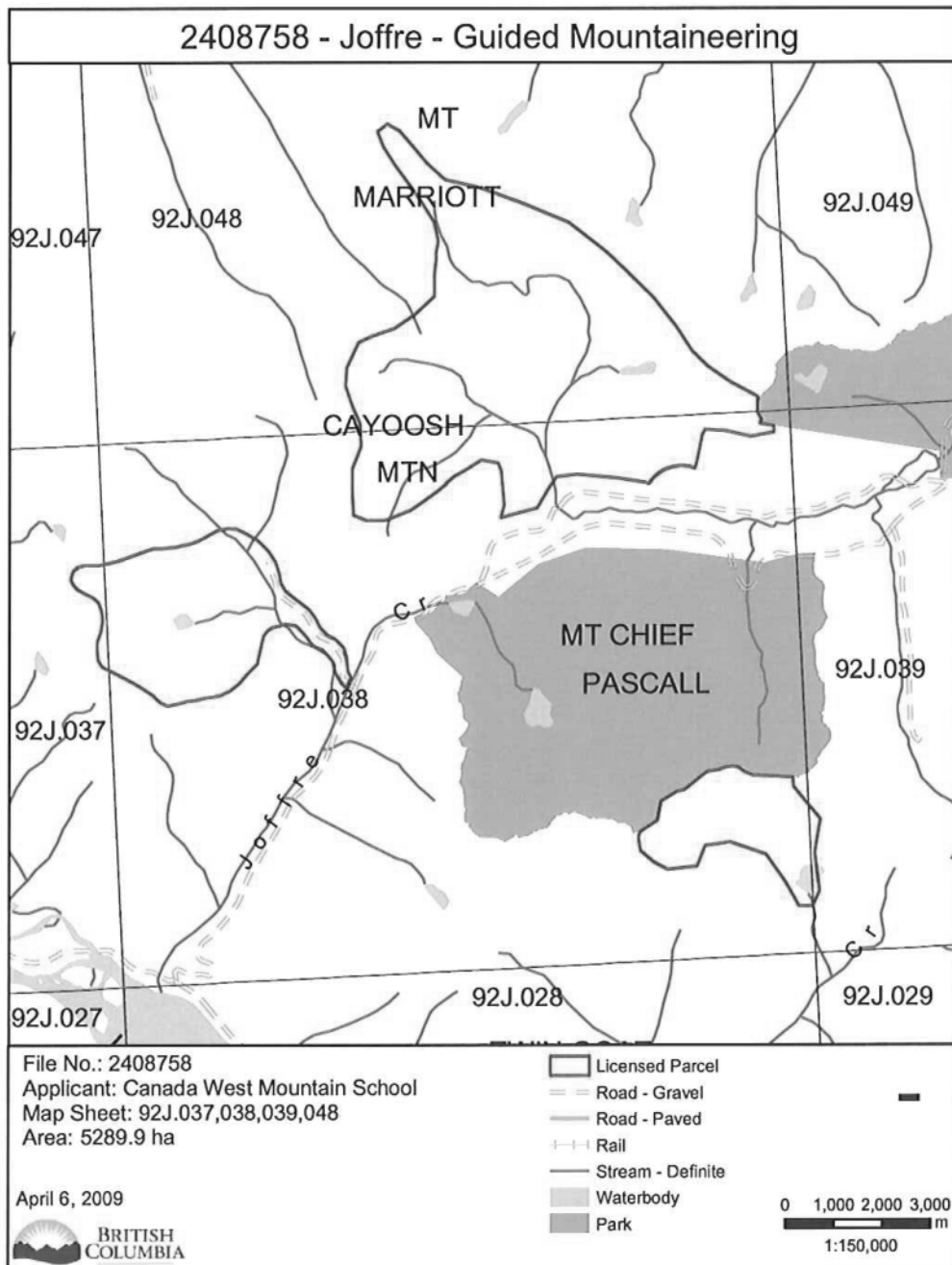
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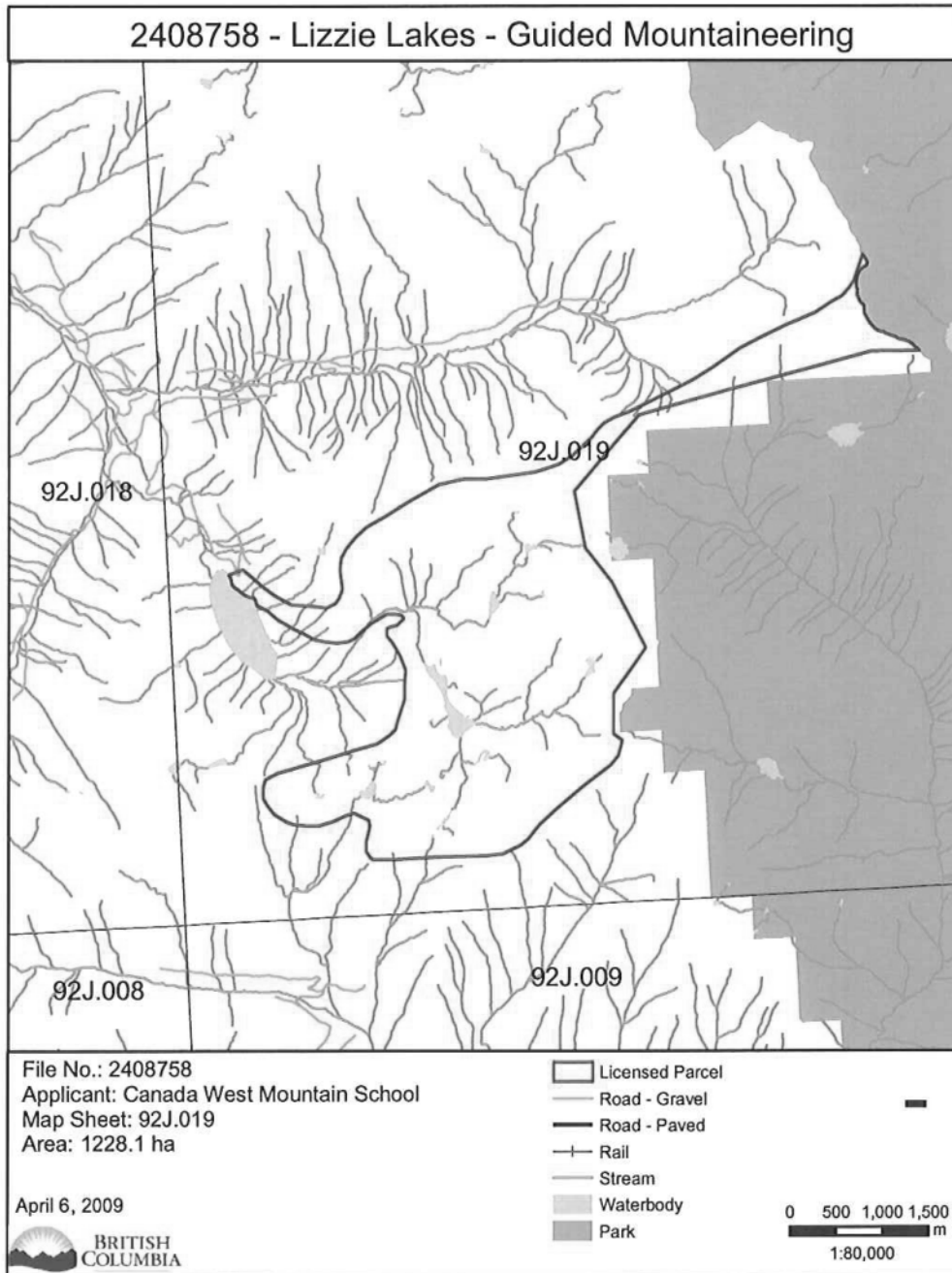
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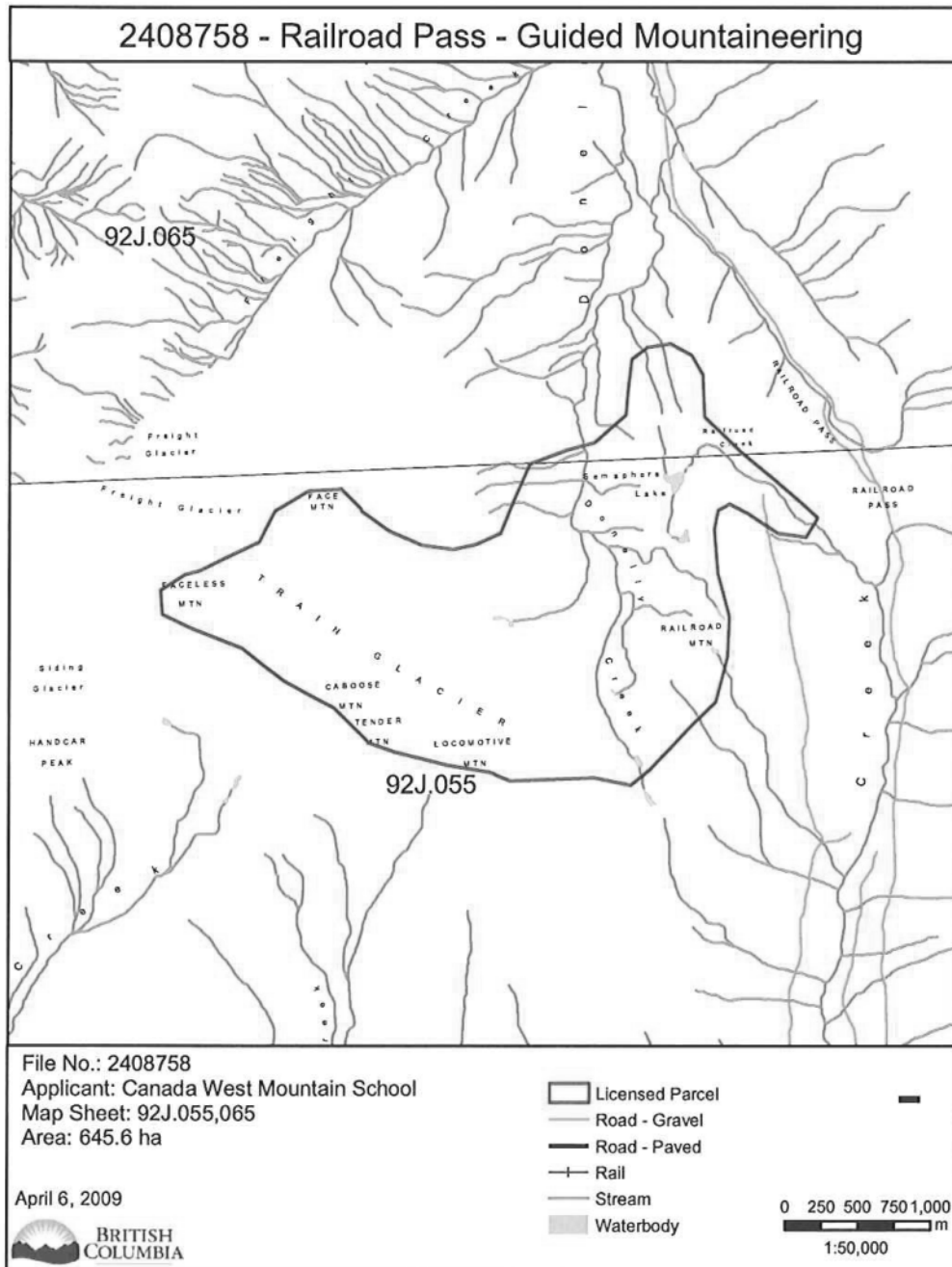
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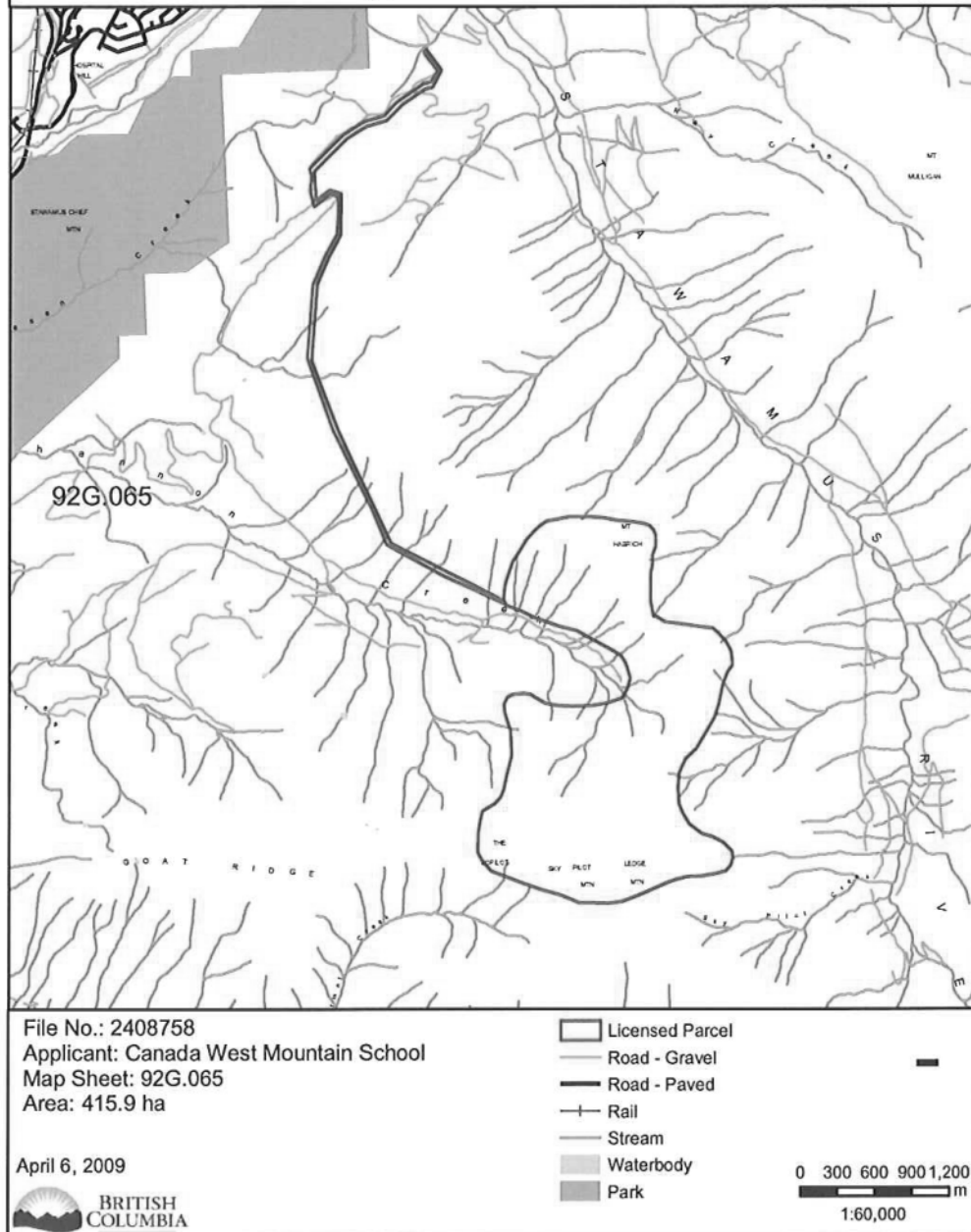


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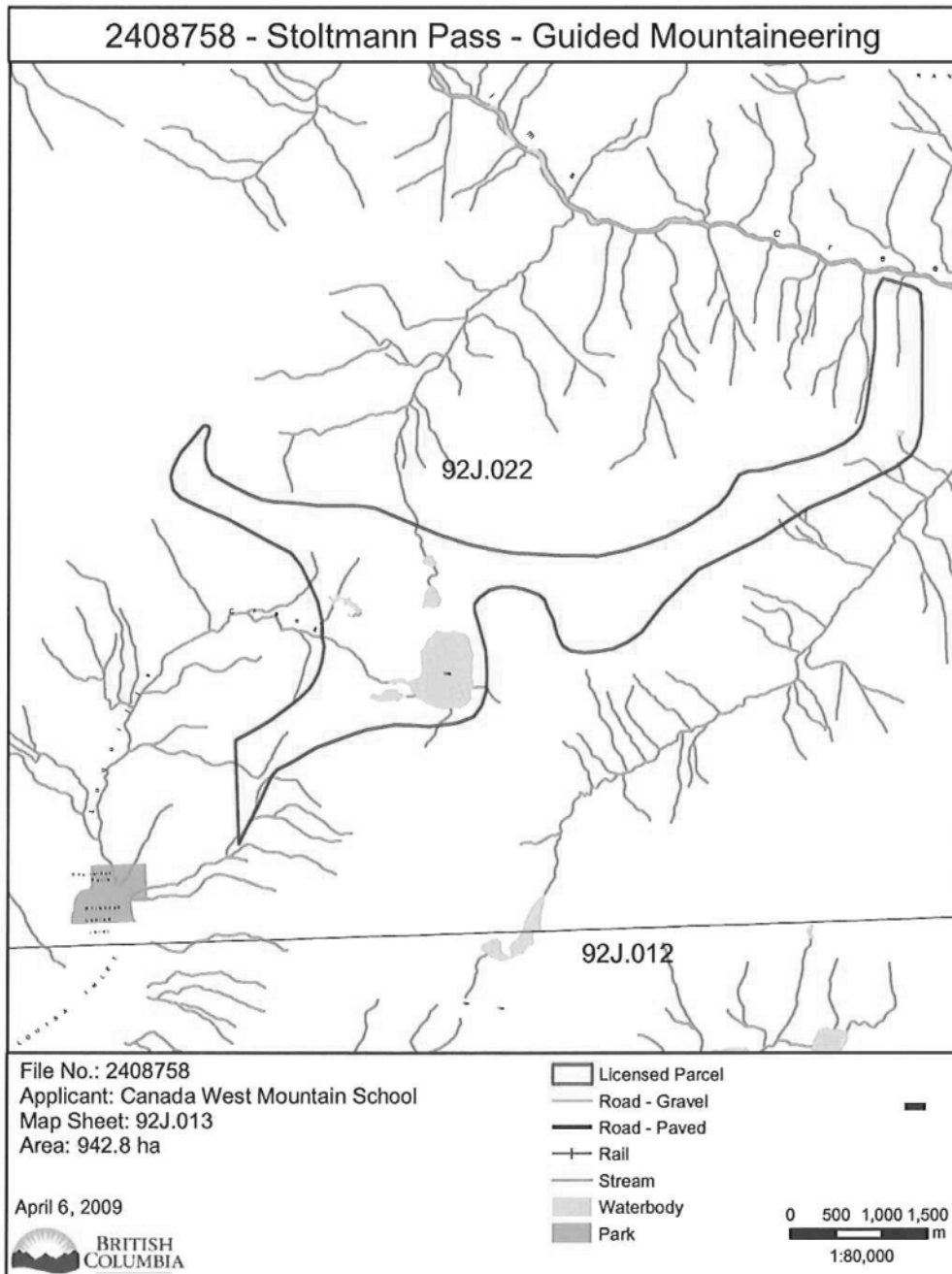


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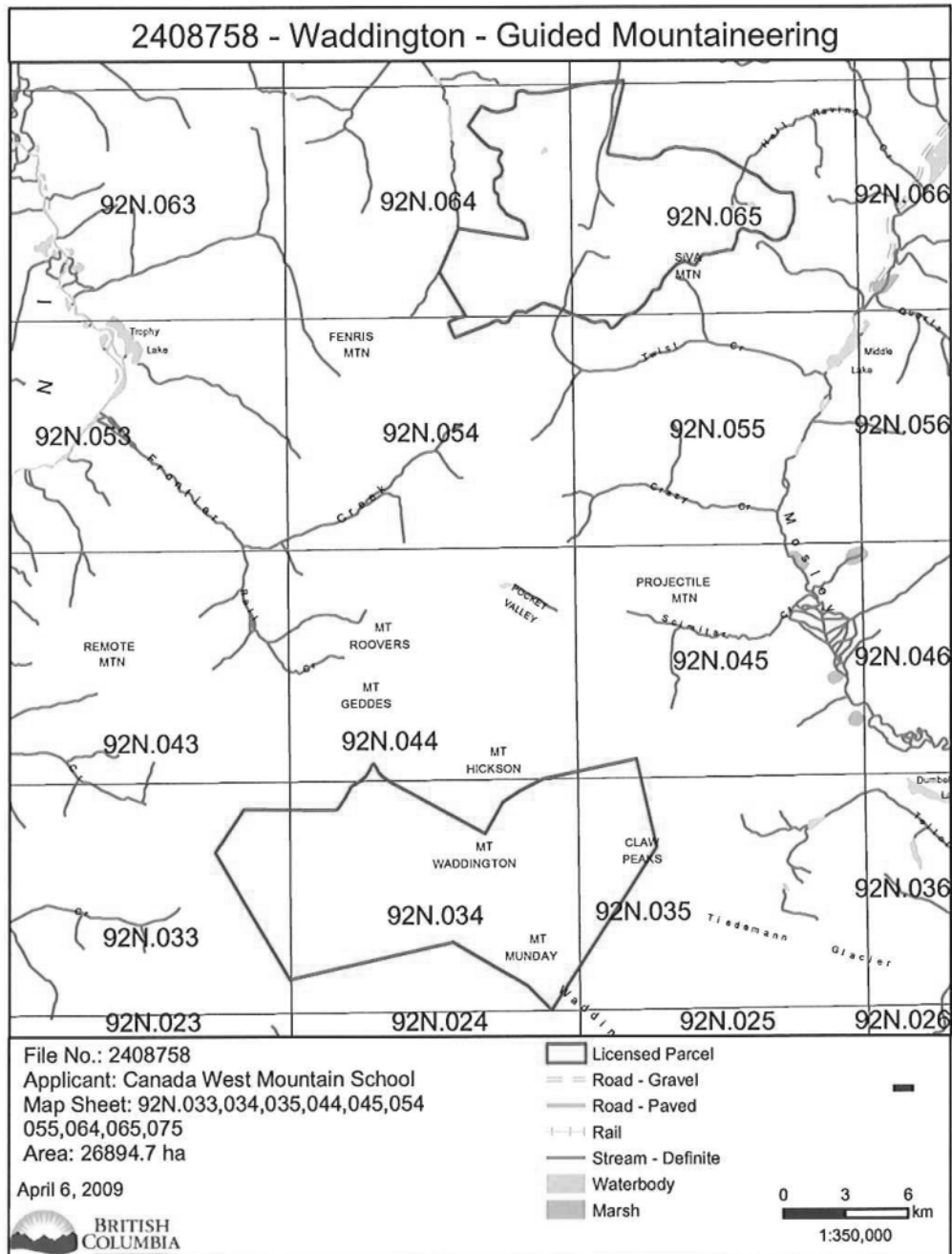
2408758 - Skypilot - Guided Mountaineering



LEGAL DESCRIPTION SCHEDULE



LEGAL DESCRIPTION SCHEDULE



OLYMPIC SIGNAGE SCHEDULE

1. For the purpose of this schedule:
 - (a) **"Ad Space"** means any area of the Land on which:
 - (i) you have been permitted to place, or
 - (ii) you have been permitted to allow other persons to place, signage, advertising or commercial identification of any kind but does not include any area that is within a building or structure and which is not visible from outside of the Land;
 - (b) **"Games Advertising Period"** means the period from and including January 12, 2010 to and including March 23, 2010;
 - (c) **"Option Exercise Period"** means the period from and including the date of this Agreement to and including September 30, 2009;
 - (d) **"Subsequent Ad Space"** means Ad Space which has been created by a permission granted by us after the Option Exercise Period; and
 - (e) **"VANOC"** means the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games.
2. This schedule does not constitute a permission for you to place, or allow others to place, signage, advertising or commercial identification of any kind on the Land and does not modify any other provision of this Agreement under which such permission is required.
3. You hereby grant VANOC the irrevocable option (Option) to purchase from you any Ad Space (other than Subsequent Ad Space), for use by VANOC for the Games Advertising Period, or any portion thereof, at rates equal to the average price charged for the same or, in the case of new advertising space, similar advertising space during the year 2006, adjusted for inflation to 2010, as measured by the Canadian Consumer Price Index. The Option may be exercised by notice in writing from VANOC to you at any time during the Option Exercise Period.
4. You hereby agree that VANOC will have the right of first refusal to purchase Subsequent Ad Space, if any, during the period from the expiration of the Option Exercise Period to the end of the Games Advertising Period for use during the Games Advertising Period and you agree not to sell or place any signage, advertising or commercial identification of any kind on the Subsequent Ad Space during the Games Advertising Period until such time as you have first offered, in writing, such Subsequent Ad Space to VANOC. On receipt of the written offer,

VANOC will have ten business days to accept such Subsequent Ad Space for use during the Games Advertising Period. In the event VANOC does not accept such Subsequent Ad Space within the time contemplated above, you may sell such Subsequent Ad Space for use during the Games Advertising Period as you determine on terms no more favourable than those offered to VANOC provided always that any such sale is allowed by the permission that we have given which gives rise to the Subsequent Ad Space.

5. Other than in respect of the Ad Space and Subsequent Ad Space referred to above, you will not install or permit to be installed any other signage, advertising or other commercial identification of any kind on the Land during the Games Advertising Period.
6. During the Games Advertising Period, you agree that VANOC has the right to remove or conceal any signage, advertising or commercial identification of any kind on the Land that is in the line of sight of or from or around any venue that is hosting any of the events associated with the Vancouver 2010 Winter Games or any roads used as a primary means of accessing any such venue so as to ensure clean venues during the Games Advertising Period provided VANOC has delivered to you its agreement to restore the same to original condition at its sole expense following the Games Advertising Period. The determination of whether such signage or commercial identification is in the line of sight of or from or around any such venue will be made by VANOC, acting reasonably.
7. Without limitation to section 6.1(e) you agree that we may grant to VANOC a license to use any portion of the Land for the temporary placement of signage, advertising or commercial identification provided:
 - (a) You are given notice in advance of such license;
 - (b) The license is for a term that does not extend beyond the Games Advertising Period; and
 - (c) The area over which the license is granted does not include any building or other structure used by you on the Land and does not materially interfere with your ability to use the Land for the purpose intended by this Agreement.
8. You acknowledge and agree that the Option, the right of first refusal and the rights and obligations associated therewith and as otherwise contemplated by this schedule may be enforced against you by VANOC, the Province (on behalf of VANOC) or both and if necessary, you agree that VANOC may become a party to this Agreement for the purposes of enforcing its rights granted hereunder. You agree that the Province does not have any obligation to you as a result of the exercise of the Option, the right of first refusal and the rights and obligations associated therewith and as otherwise contemplated by this schedule and, without limitation, any payment required under the Option or as a result of the exercise of the right of first refusal, shall be solely the obligation of VANOC.

THE MANAGEMENT PLAN THAT I HAVE SUBMITTED INCLUDES
INFORMATION THAT SPECIFICALLY ADDRESSES THE
CONCERNS OF THE AGENCIES AS OUTLINED IN

THE AGENCY REQUIREMENTS CHECKLIST:

- ☒ The Ministry of Forests.
- ☒ The Ministry of Energy and Mines.
- ☒ The Wildlife, Habitat and Enforcement Division of the Ministry of Water, Land and Air Protection.
- ☒ MSRM – Water Planning and Water Rights, Allocation and Licencing.
- ☐ British Columbia Parks.
- ☐ Ministry of Health Services.


NAME OF APPLICANT
Brian Jones

Sept 13/04
DATE SIGNED

** Additional information may be required depending on the consultations that will occur as a result of your application. However, provided the above information is completed as the instructions and examples note, your application will begin to be processed, based on our turn around time of 140 days.

As noted above, any application that is incomplete will not be processed until the above required information is completed and accepted by the LWBC Regional Office.

Executive Summary

General Overview of Business

Canada West Mountain School (CWMS) conducts non-motorized mountain travel programs in Southwestern BC and internationally. Programs are conducted in winter and summer, and are divided between Educational (Courses) and Experiential (Guided) programs. CWMS promotes safe and sustainable mountain recreation using non-mechanized means, with an emphasis on training mountain recreationalists in skills to become self-reliant.

Services offered include Mountaineering, Rock Climbing, Hiking, Backpacking, Ski Touring, Avalanche Safety and Ice Climbing. Activities are conducted by Association of Canadian Mountain Guides (ACMG) certified guides and/or members of the Canadian Avalanche Association (CAA) where appropriate. In addition to a wide range of publicly scheduled programs, CWMS has a long and proven history of offering high quality customized training to Aboriginal groups, SAR teams, Parks Staff, RCMP, schools, corporate groups, NGO's and other agencies from Federal, Provincial and Municipal Governments across BC and Canada.

Canada West Mountain School has operated these mountain based activities on Crown Land since 1982 as a division of the non-profit Federation of Mountain Clubs of BC. Since August of 2003, Canada West Mountain School has been operating as Canada West Mountain School Inc. under new ownership. Securing long-term access to Crown Land is crucial to the viable continuation of Canada West Mountain School Inc as a business providing low-impact non-consumptive tourism and educational services in BC.

Due to the highly mobile and specific needs of the field activities offered, and to minimize user conflicts and environmental impacts, a wide variety of locations are used. Also, conditions in mountainous regions change throughout the seasons and often vary widely between locales so that a wide selection of terrain must be available in order to consistently offer safe, high quality programs. As well, a significant portion of activities are booked on a private basis with little advance scheduling and often by guests requesting services to very specific, remote and/or obscure regions. For these reasons, flexibility and a wide choice of locations is crucial to successful operations. Most regions will be visited less than 4 times per year with groups of less than 8 people.

CWMS recognizes that many other commercial and non-commercial users rely on the same Crown Land for a variety of purposes. To mitigate potential overuse issues and conflict with other users, Canada West Mountain School has developed strategies to minimize impact through careful use and selection of terrain, selective group management practices, low-impact travel and through a dispersed use of the available land base. As an example, all week-long mountaineering programs are conducted with the backcountry portion held mid-week to avoid conflicting with weekend recreational use.

For domestic operations, many programs are on BC Parks land. CWMS has held Park Use Permits for Golden Ears, Mt. Seymour, Cypress, Murrin, Shannon Falls, Stawamus Chief, Tantalus, Garibaldi and Joffre Provincial Parks dating back to 1986. This Management Plan proposal does not take into account operations within Provincial Parks.

International programs are also offered to numerous destinations around the world. Of note to this management plan is that many of the International programs require participants to enroll in pre-training programs that take place domestically. This training component is critical to the success of the International programs, as well as attracting a significant clientele from abroad into Canada, providing a further boost to the tourism industry of BC.



www.themountainschool.com
Canada West Mountain School Inc.
47 West Broadway, Vancouver, BC V6Y 1P1

Section 1: Description of the Operation & Activities Offered

1.1 General Description of Operation

Canada West Mountain School (CWMS) conducts non-motorized guided and instructional mountain travel programs in Southwestern BC. Programs are conducted in winter and summer, and are divided between Educational and Experiential. All programs are of a dispersed "mobile" nature, meaning that there are no permanent facilities, base camps or staging areas established in the field.

Services offered include:

- Mountaineering
- Rock Climbing
- Hiking and Backpacking
- Ski Touring
- Avalanche Safety
- Ice Climbing

All programs are conducted by Association of Canadian Mountain Guides (ACMG) certified guides and/or members of the Canadian Avalanche Association (CAA) where appropriate.

The main business office is located in Vancouver, with a secondary office in Squamish. All programs are field based, with a small but integral component of classroom theory held in the Vancouver-based facility.

1.1.1 General Area

The overall Canadian operation of Canada West Mountain School Inc. is in the region of SW BC. A wide variety of small, localized areas of Crown Land are required in order to best conduct the activities. General boundaries are from the Chilliwack valley and Canada/USA boundary in the south to the Mt. Waddington region in the north, and as far east as the Coquihalla summit. Primary activities are focused in the Squamish/Whistler/Pemberton region.

1.1.2 Base Operation

The main office for Canada West Mountain School Inc. is located at 47 West Broadway, Vancouver. A secondary office is located in Squamish. Both offices are private facilities. All other aspects of the operation are of dispersed mobile programs with no fixed base of operations or staging areas established.

1.1.3 Improvements

No improvements have been made to date, nor are any anticipated in the near future. Existing trails are used where appropriate and dispersed low impact travel is encouraged in all other areas. Camp sites are on snow, rock or existing "hardened" sites, with no permanent structures or pads required.

1.1.4 Access

All programs are accessed via existing public and forest service roads with a few exceptions where helicopter companies are chartered to transport clients and gear into some remote regions (Waddington and Pantheon). CWMS ensures that the helicopter companies used are permitted to land on the relevant Crown land.

Clients will use private vehicles for the majority of programs to access the trailheads/access points. In some instances a chartered van or bus is used to transport groups to and from trailheads.

1.1.5 Staff

Staff Category	# of Employees	Experience and/or Certificates
Owner/manager	1	20 years management; IFMGA Mountain Guide
Office Manager	1	1 year with CWMS
Lead Guide – Alpine programs	10	ACMG Alpine Guide
Lead guide – Ski and avalanche programs	10	ACMG Ski Guide and/or CAA member
Asst. guide	15	ACMG Asst. Guide and/or CAA member
Volunteers	5	N/A

All Lead Guides are certified through the Association of Canadian Mountain Guides (ACMG) and/or members of the Canadian Avalanche Association (CAA). The School is owned and managed by Brian Jones, an ACMG and International Federation of Mountain Guides Associations (IFMGA) Certified Mountain Guide.

Guiding and Instructional staff are all local guides who regularly attend (2x per year) CWMS training sessions to ensure that they are following CWMS standards and practices.

1.2 Commercial Recreation Activities Offered On Crown Land

1.2.1 Description of Experience Being Offered

Canada West Mountain School Inc. offers a wide variety of programs in the winter and summer. Each one is detailed as follows, though some key highlights of all CWMS mountain-based programs are:

- Activities are non-mechanized and non-consumptive
- Low impact travel and camping practices are strictly adhered to
- No alterations, structures, trails or other modifications to the land base are required
- Clients are educated in safe and responsible use of mountain resources
- Avoidance of other users reduces overuse, crowding and degradation of people's experience
- A strong environmental ethic surrounds all activities, including respect of wildlife values
- The presence of CWMS professional guides enhances the safety for all Crown Land users

See also attached brochures "Courses and Adventures Summer 2004" and "Backcountry Adventures Winter 2003/04" for more details on activities, as well as the website www.themountainsschool.com.

Summer Activities

Mountaineering

Mountaineering programs range in length from 1-day clinics to 10-day courses and expeditions. The emphasis is on developing safe travel skills in conjunction with climbing moderate alpine objectives. Most time is spent above tree-line in alpine areas, with all groups based out of mobile tent-camps. Activities are held in dispersed areas, with different terrain utilized for a variety of purposes and based on seasonal conditions.

A component of all mountaineering programs is to provide a "wilderness" feel to the clients, so stops are taken to avoid contact with other users in any given area:

- Prior to entering into the field, other commercial operators are contacted to share itineraries.
- Campsites are selected to best avoid overcrowding and impacting other users' experiences;
- Scheduling takes into account "peak" times to minimize interactions with public recreationists

Rock climbing

All rock climbing that is proposed on Crown Land will be day programs only, with no overnight use. The areas that are in the proposal are required for bad weather days when there are no feasible objectives in Squamish, as well as for specific routes that are requested by clients. The activities are split between instructional and experiential objectives, though the majority of use will be for low ratio guided trips.

Crowding and competition for space will be minimized through:

- Communication in advance with other organized groups (Clubs, operators with CR tenure, etc);
- Small group sizes and avoidance of high use areas at peak times
- Having a wide selection of available objectives in order to disperse activity

Hiking

The hiking programs are generally 1-week expedition style backpacking trips. These trips are focused on:

- Developing skills required for safe, low impact backcountry travel in non-technical terrain
- Teaching natural history
- Exposing clients to a wide range of backcountry experiences and regions in BC

The hiking trips are in areas that have very few visitors and are true "wilderness" regions. Every step is taken to avoid interaction with other users groups in order to protect the "wilderness" feel of the trips for all concerned. Destinations do include abundant wildlife, including bear, wolf, moose, goat and other large mammal species, so precautions are taken to avoid disturbing or otherwise impacting wildlife, including:

- Camping off of established game trails
- Following industry standard practices re: food storage, cooking and waste management
- Selecting routes to avoid known wildlife habitat or observed concentrations of wildlife
- Strict enforcement of no interaction with wildlife by clients (feeding, chasing, etc)

Winter:

Backcountry Ski touring

The Backcountry Ski touring program includes Avalanche Safety courses, weekend instructional programs and Guided ski trips.

The Canada West Mountain School Recreational Avalanche Safety program is the largest in British Columbia, with many thousands of people having participated in this essential safety training. Most programs are taught in BC Parks land, though the Advanced Level courses are held in more remote areas on Crown Land to offer a wider selection of terrain for the students. Advanced courses may be up to 4 days in length, with introductory course 1-2 days.

Weekend Ski Touring and Winter Camping courses are held to teach people safe methods of backcountry overnight travel in the Winter. These courses are designed for novice level participants and require regions of relatively easy access into mountainous terrain. Most programs are 2 days in length.

Guided backcountry skiing is divided between 1-day programs in the Joffre, Marriot or N. Joffre Ck region and longer extended ski tours into the Pantheons and Mt. Waddington. The Pantheon and Waddington trips are accessed and supported by helicopters (White Saddle Air Services out Bluff Lake provides the transportation). All camps adhere to a zero-impact policy, including flying all waste and latrines out.

Ice climbing

All Ice Climbing programs are operated in the front country with easy access to roads and are conducted as day trips. Due to the seasonal and unreliable nature of ice climbing conditions on the Coast, climbs may "form" in any one of a wide variety of locations from season to season. Typically, ice is reasonable for guiding and teaching courses in many of the side canyons off of the lower Cayoosh Canyon, Soo Bluffs near Whistler and in the Cheakamus Canyon.

Mountaineering

Winter Mountaineering courses and guided trips are offered a few times per year and are generally instructional in nature. Programs will be exclusively in alpine regions above tree-line and are operated with a very low guide to client ratio. Most courses and trips are 3-4 days in length.

1.2.2 Detailed Listing of Activities & Level of Use

See table 1.1 on next page in addition to the following:

Coquihalla region

Falls Lake, Zoa Peak, and Noodle Peak:

- Winter Avalanche courses – 1-day programs
- Weekend Ski touring and winter camping courses – 2-day programs

Yak Peak

- Mountaineering and climbing – 1-day sessions

Mt Slessa

- Mountaineering and climbing – 2-day trips

Sky Pilot

- Summer and winter mountaineering and climbing on Habrich, Sky Pilot, Ledge – 1 & 2-day trips

Stoltmann

- Summer Backpacking and hiking trips – 7-day traverse

Cheakamus

- Summer Rock climbing courses and guided trips – 1-day programs
- Ice climbing (depends on season)

North Joffre Ck

- Ski touring and Ice Climbing courses – 1 & 2-day programs

Cayoosh/Marriot Basin

- Ski touring and winter camping trips and courses – 2 to 4-day programs

Joffre

- Ski touring and winter camping courses – 2 to 4-day programs
- Winter Mountaineering courses and guiding – 2 to 5-day programs
- Summer Mountaineering courses and guiding – 2 to 8-day programs

Lizzie

- Summer backpacking trips and courses – 2 to 6 day programs

Cayoosh Ck

- Ice climbing courses at waterfalls in dispersed areas based on conditions – 1-day programs

Railroad Pass

- Summer Mountaineering courses – 3 to 4-day programs

Waddington

- Summer mountaineering and guiding – 5 to 10-day programs, 2-3 times per year
- Winter ski touring trips – 7-day programs, 1-2 times per year

Pantheons

- Winter ski touring trips – 7-day programs, 4-5 times per year

Niut Range

Summer backpacking trips – 7-day program, 1-2 times per year

1.2.3 Improvements

No improvements are planned for any areas of crown land to be used.

Table 1.1 Extensive Areas of Use

Table 1.1 Extensive Areas of Use										
Activity Report						Client Days				
Extensive Area Map Reference	Activity /Activities	Map Reference	Frequency of Use	Period of use	Existing or Proposed Use	Current Year	Next Year	Year 3	Full Capacity	Year Full Capacity is reached
Coquihalla	Mountaineering/ski touring		3x/year	Nov.-Apr.	Nov. 2004	48	64	80	80	2007
Giesse	Mountaineering		4x/year	June -Oct.	Sept. 2004	6	24	48	48	2007
Sky Pilot	Mountaineering		4x/year	May-Oct.	June 2005	40	80	100	120	2007
Stollmann	Hiking		3x/year	July-Sept.	July 2005	56	112	168	168	2007
Cheakamus	Rock Climbing		5x/year	April-Oct.	Sept. 2004	20	40	100	100	2007
North Joffre Ck	Backcountry skiing		2x/year	Nov.-May	Dec. 2004	48	64	80	80	2007
Mamot/Cayoosh	Backcountry skiing		4x/year	Nov.-Apr.	Nov. 2004	60	100	120	120	2007
Joffre	Mountaineering		8x/year	May-Oct.	Aug. 2004	60	260	320	500	2008
Joffre	Backcountry skiing		6x/year	Nov.-Apr.	Nov. 2004	60	100	120	120	2007
Lizzie	Hiking/Ski touring		3x/year	June-Oct.	June 2005	32	48	64	80	2007
Cayoosh Ck	Ice Climbing		4x/year	Dec.-Mar.	Jan. 2005	48	64	80	80	2007
Railroad Pass	Mountaineering		3x/year	May-Oct.	Aug. 2004	40	80	120	160	2007
Greswold Pass	Hiking		2x/year	July-Sept.	July 2005	56	112	168	168	2007
Waddington	Mountaineering		3x/year	June-Sept.	June 2005	60	120	180	180	2007
Pantheons	Backcountry skiing		3x/year	Feb.-Apr.	Mar. 2005	112	224	350	350	2007
Niut Range	Hiking		2x/year	July-Sept.	July. 2005	56	112	168	168	2007

1.4 Intensive Use Sites

No Intensive Use Sites are planned for any Crown Land to be used.



www.themountainsschool.com
Canada West Mountain School Inc.
47 West Broadway, Vancouver, BC V5Y 1P1

Section 2: Overlap with Environmental & Cultural Values

2.1 Fish Values

All operations are land-based and do not involve any activities that will interfere with or otherwise impact on fish habitat. CWMS has a comprehensive set of Minimum Environmental Impact standards (see "Appendix 2") that ensures that no foreign materials (soaps, chemicals, waste, ash, etc) are introduced into any fresh water, nor are any activities conducted that involve altering streams, spawning beds or lakes in any way.

Fishing is not a component of any CWMS activities and any incidental fishing is conducted in accordance to local Fish and Wildlife regulations.

2.2 Wildlife Values

The following are key components of all backcountry programs that ensures protection of wildlife values:

- CWMS does not engage in any motorized or other disruptive activities
- No permanent structures or alterations to wildlife habitat are required
- All staff and clients are instructed to avoid disturbing any wildlife at all times
- Group sizes are low (less than 12) in all backcountry settings, so impact on wildlife is minimal
- Activities are low impact and do not create any excessive noise or other distractions
- Campsites are situated to avoid recognized game trails and corridors
- In known bear habitat, industry standard precautions are taken to prevent human-bear interactions
- If animals are encountered, groups will avoid and/or reschedule the activity to minimize disturbance

The regions required for the activities do not include areas of threatened wildlife species, nor are there any indications that the level of use proposed will negatively impact on any existing species.

2.3 Water Values

CWMS has a comprehensive Minimum Environmental Impact policy (see "Appendix 2") that ensures that no foreign materials (soaps, chemicals, waste, ash, etc) are introduced into any fresh water. Areas of operation do not include any community drinking water sources. No alterations or impacts are considered for any waterways or water sources.

2.4 First Nations

Canada West Mountain School has been conducting Wilderness Leadership Training programs for First Nations youth from a variety of Bands and Nations across BC since 1990 and has a strong and positive history of working with First Nations throughout the province.

Areas of Crown Land covered in this application have been historically used for many years for similar or same purposes (low impact non-mechanized recreation) without any objection or input from local First Nations. At this point there do not appear to be any concerns, conflicts or issues surrounding the proposed use in regards to First Nations, though all bands that potentially have interest in the Crown Lands being applied for here will be notified of the scope and nature of the activities proposed. If there are any concerns about the locations and/or activities proposed in this application, Canada West Mountain School will welcome the opportunity to engage in discussions with the relevant Bands or Nations to resolve any concerns that are raised.

Section 3: Overlap With Existing Use

3.1 Mineral Tenure

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

Signed: _____

3.2 Timber Tenure & Forest Use

Existing Timber Tenures and other Forest use for these areas are still to be determined. The activities that are proposed for these regions are generally compatible with most Forestry uses.

3.3 Land Use Planning, Local or Regional Zoning Requirements

The activities that will take place in the locations required for this proposal are not impacted or restricted by any LRMP or other regional or local zoning. Where local or informal arrangements exist to minimize conflicts between user groups or to reduce excessive use, CWMS will engage in discussions and abide by agreed upon principles of operations, including all Zoning agreements in the Sea to Sky region.

3.4 Commercial Recreation Tenure & Guide Outfitter Territories

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

Signed: _____

Appendix 1 - Hazards and Safety Plan

☐

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

Signed

Date

Appendix 2 - Canada West Mountain School "Minimum Environmental Impact" standards

Minimum Environmental Impact Standards for CWMS Wilderness based programs

The intention of this set of standards is to assist guides/instructors in the following ways:

- 1) To ensure that CWMS course activities have as little impact as possible on the regions that are used;
- 2) To assist instructors in teaching Minimum Impact Travel techniques to students;
- 3) To help raise awareness of the need to preserve areas of recreational value in their original state.

It is understood that all guides/instructors will strive to adhere to these standards when at all physically possible. All clients should be made aware of the importance of the CWMS standards prior to and during activities to avoid confusion and increase awareness.

TRAVEL

- Use established trails at all times and avoid shortcutting of corners and switchbacks
- In the alpine encourage travel on rocks, snow and gravel to avoid sensitive vegetation
- Vary routes through meadows to minimize concentration and creation of unnecessary trails
- In wilderness areas, avoid repeated travel on the same routes with students to eliminate creation of unnecessary trails
- Avoid travel in sensitive, high use areas (meadows, bogs, streambeds, etc)
- Create an overall awareness of "soft" methods of travel to avoid erosion, degradation of plants, etc.

CAMPING

- Camp on established camp sites or on non-vegetated areas (gravel, snow, sandbars, etc.), not on heather or other vegetation
- When camping in a new site, replace site to original and undisturbed state
- Establish kitchens and high traffic areas in less sensitive zones (gravel, rock, sand, etc)

HUMAN WASTE

All participants will be thoroughly instructed in the proper methods of managing human waste:

- Everyone should be encouraged to use existing toilets at trailheads prior to heading out if possible
- No solid waste within 70 meters of permanent water sources
- All TP to be burned (when safe/possible) or packed out
- Choice of "cat holes", latrine pits or trench toilets to be used at instructors discretion, not left to students choice
- All J. toilet sites to be situated in out of way locations (tree thickets, boulder fields, etc.), and dug between 10-20cm deep
- "Smearing" techniques are to be avoided in high use areas (Carise Ck, RR Pass, Joffre Lakes, etc.)
- Winter toilets are to be situated as far as possible from summer water sources and meadows, and if possible dug to ground
- On glaciers, waste is to be disposed of in crevasses, or carried off and buried in the ground
- Fly in camps will fly out all solid waste.

GARBAGE

- Pack it in - pack it out! (and remove extra garbage if discovered)
- Discourage disposal of food scraps
- Avoid burning of plastics and other toxic materials

CLEANING PRACTICES/WATER SOURCES

- Establish "gray water" pits at all camps - no waste water into natural water sources
- All cleaning of pots and utensils to be done on shore (not in water) using biodegradable soaps only
- Maintain the integrity of all water sources by not allowing any foreign materials to be introduced (ashes, soaps, chemicals, etc)
- Do not disturb existing waterways or lakes, or create trails that will contribute erosion or soil into any waterways

FIRES

- Only in forested regions well below the alpine, using dead fallen wood
- Use existing fire rings, or practice "no trace" fire building
- Be aware of (and adhere to) fire regulations and ensure fires are completely extinguished whenever they are not attended

ANIMALS

- No dogs or domestic animals are allowed on any CWMS program
- Avoid all contact with large mammals, including travel in areas that will cause any disturbance to wildlife
- When large animals are encountered, take all steps to avoid disturbing them, especially bears, goat, sheep, wolf, wolverine and moose
- When in bear country all industry-standard practices regarding food storage and bear avoidance are to be adhered to
- Any fishing conducted must be in accordance with local Fish and Wildlife regulations
- Hunting of birds, mammals or killing of rodents is not acceptable on any CWMS program

Appendix 3 – General Overview of Land required

Coquihalla region

- Zoa Peak region above Falls Lake for ski touring, @ 2 km south of the Coquihalla Hwy Toll Booth
- Yak Peak climbing routes
- Needle Peak from Coquihalla Hwy to summit for ski touring

Mt Slesse

- Climbing routes on the NE side of Mt Slesse in the Neskawatch drainage, including descent route/trail into Slesse Creek.

Sky Pilot

- climbing and hiking routes from Shannon Creek FSR to summits of Habrich, Sky Pilot, Ledge and Co-pilot
- Hiking routes from Murrin Prov. Park to Petgill Lake and Goat Ridge

Stollmann

- From Princess Louisa Inlet up to Loquills Lake, generally following the height of land up and over before dropping down into Sims Creek.

Cheakamus

- Variety of technical rock climbing areas in Cheakamus Canyon accessed from Hwy 99

North Joffre Ck

- Alpine bowl surrounded by Cassiope and Saxifrage peaks to the west of N. Joffre creek headwaters

Marriot Basin

- sub alpine and alpine regions E of Cayoosh Creek headwaters, bounded by height of land from Marriot peak to the north and Mt. Rohr to the south

Joffre

- Alpine region within the Cerise Creek drainage bordering on Joffre Lakes Prov. Park; also including the upper Caspar Creek and Upper Twin One creek drainages.

Lizzie

- Sub-alpine region east of Lizzie Lake Forest Service site, up to border with Stein Valley Prov. Park

Cayoosh Ck

- Various seasonal ice climbs in the lower Cayoosh drainage

Railroad Pass

- sub-alpine and alpine region to the west of RR Pass, including Semaphore Lakes, Train Mountain, Locomotive, Face and Handcar mountains.

Waddington

- Alpine region bounded by Mt. Beel to the north, Mt. Munday to the south, and the Tello Glacier to the east.

Pantheons

- Alpine regions surrounding Nirvana Pass in the Pantheon Ranges

Niut Range

- sub-alpine region to the west of Tatlayoko Lake, surrounding Niut Peak

Map Reference:


CWMS - Parthenon


Legend:


Tenure Boundary 

Existing access trail 

Overland route 

Campsite (existing) 

site (temporary) 

Trailhead/Parking 

Map sheet info:

National Topographic System (NTS) 92-N/11

Scale: 1:50000

Name: Siva Gl

Edition: _____

North = ↑

