



Province of British Columbia Ministry of Crown Lands

Lease Aquatic Lands

Lease No. **234542**

File No. 0068272

THIS LEASE dated for reference the 4th day of October, 1991.

IN PURSUANCE of the *LAND ACT* (Section 35) and the *LAND TRANSFER FORM ACT*
BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, represented
by the Minister of Crown Lands,
Parliament Buildings, Victoria, British Columbia

(hereinafter called the "Lessor")

AND:

OF THE FIRST PART

Royal Vancouver Yacht Club
Society No. S-0001526
3811 Point Grey Road
Vancouver, British Columbia
V6R 1B3

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter called the "Land");

NOW THEREFORE in consideration of the fee to be paid by, and the covenants of the Lessee, the parties agree as follows:

Article I - Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for *Commercial Marina purposes*.

Article II - Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a *term of 30 years commencing on the 4th day of October, 1991* (hereinafter called the Commencement Date").

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Article III - Fees

(3.01) YIELDING AND PAYING THEREFORE for the term the fees prescribed in the Fee Schedule attached.

Article IV - Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

- (a) to pay fees when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;
- (b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");
- (c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;
- (d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;
- (e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;
- (f) to use and occupy the Land in accordance with the provisions of this lease and any Special Proviso Schedule;
- (g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage, third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than \$1,000,000.00, PROVIDED, however that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;
- (h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;
- (i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change, except that when the Lessee is self-insuring this section shall not apply;
- (j) to indemnify and save the Lessor harmless against all loss, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of
 - (i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

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- (j) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land, and the Lessor may add the amount of such loss, damages, costs and liabilities to the fees and the amount so added shall be payable to the Lessor immediately;
- (k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the *Builders Lien Act*, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;
- (l) on the expiration or earlier cancellation of this lease
- (i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,
 - (ii) to restore the surface of the Land to the satisfaction of the Lessor, AND
 - (iii) notwithstanding section 4.01 (l)(i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed,
- and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;
- (m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;
- (n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Lessor;
- (o) not to dredge or significantly displace beach material on the Land without the prior written consent of the Lessor;
- (p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land.

Article V - Assignment

- (5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior consent of the Lessor.

Article VI - Covenants of the Lessor

- (6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII - Provisos

- (7.01) PROVIDED always and it is hereby agreed as follows:

- (a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all of the terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

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- (b) title to and ownership of all buildings, structures and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;
- (c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;
- (e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;
- (f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*;
- (g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;
- (h) this lease and the term herein granted is subject to:
 - (i) all 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 the Lessee has actual notice of them, AND
 - (ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act*;
- (i) the Lessee acknowledges and agrees with the Lessor that
 - (i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,
 - (ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,
 - (iii) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the right, privileges or interests described in subsections (d) and (h) of section 7.01, AND
 - (iv) all schedules attached to this lease form an integral part of this lease.

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Article VIII - Events of Default

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

- (a) if the Lessee shall default in the payment of any installment of fees, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;
- (b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of fees or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;
- (c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;
- (d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; OR
- (e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of fees or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Article IX - Security

- (9.01) The security in the sum of \$0.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed, Provided, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection.
- (9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.
- (9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.
- (9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.

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- (9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.1, cause the amount of security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

Article X - Notice

- (10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.
- (10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.
- (10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article XI - Miscellaneous

- (11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.
- (11.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.
- (11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.
- (11.04) Time is of the essence in this agreement.

Article XII - Interpretation

- (12.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- (12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions hereof.
- (12.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

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(12.04) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(12.05) If any section of this lease or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

SIGNED on behalf of Her Majesty
the Queen in Right of the Prov-
ince of British Columbia by the
Minister of Crown Lands or his
duly authorized signatory in the
presence of:

Helen Flora Madden
HELEN FLORA MADDEN

EXAMINER

A Commissioner for taking Affidavits in British Columbia

401 - 4003 Kingsway

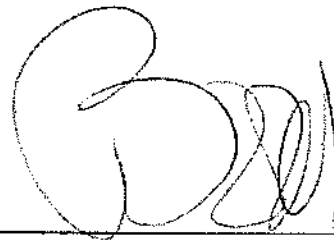
Burnaby, B.C.

V5H 4M4

SIGNED on behalf of

Royal Vancouver Yacht Club by
a duly authorized signatory in the
presence of:

James W. Dudley
General Manager.



Authorized Signatory

Bruce M. Gordon
Honorary Solicitor
Authorized Signatory



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Legal Description Schedule

Lease No.

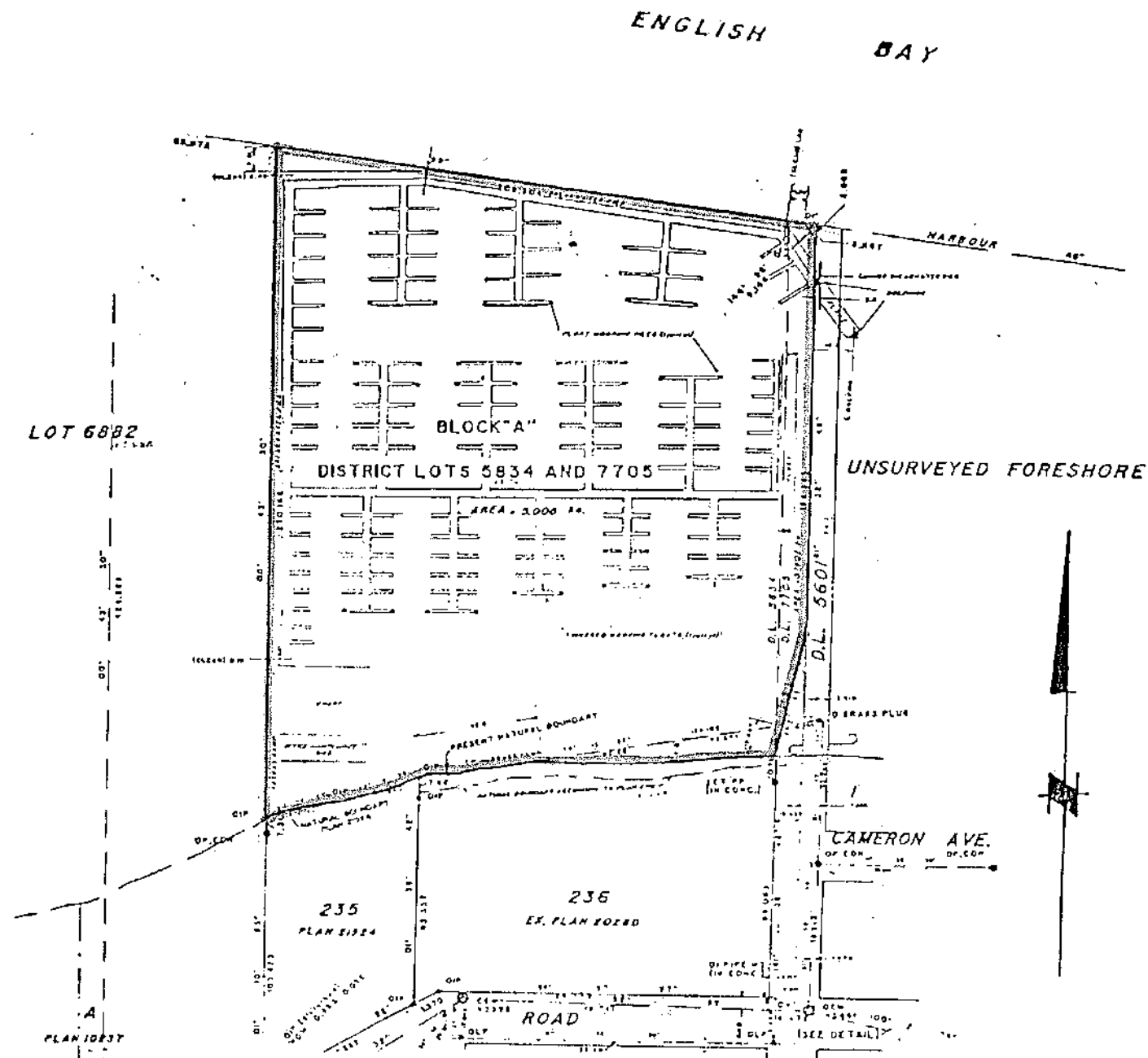
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1. Legal Description

Block A, District Lots 5834 and 7705, Group 1, New Westminster District, as shown outlined in red on the sketch below and containing 5.008 hectares.

2. Sketch Plan



SCALE: 1:2500

COMPILED FROM OFFICIAL PLAN J.T. 1536



Province of British Columbia
Ministry of Crown Lands

SPECIAL PROVISIO SCHEDULE

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1. The Lessee shall:

- (a) not anchor or secure any buildings, structures or improvements on the Land except as shown in the Legal Description Schedule;
- (b) not interrupt the movement of beach sedimentary material by water along the shoreline;
- (c) not construct a fence, bulkhead, groin, breakwater, floating boom or any structure by another name which acts in a like manner, on the Land, without the prior written consent of the Lessor;
- (d) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (e) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Waste Management Act*;
- (f) not use construction materials containing toxic substances, except in marine waters where the use of preservative-treated wood may be necessary;
- (g) in each and every year during the term of this Lease within 60 days of OR no less than 15 days prior to an anniversary of the Commencement Date deliver to the Lessor a Statutory Declaration containing:
 - (i) the amount of lineal footage of moorage space developed on the Land,
 - (ii) the monthly moorage charge per lineal foot for open moorage space,
 - (iii) the number of months, or portion thereof, the operation is open for business,
 - (iv) the ancillary uses in the operation,
 - (v) the amount of business generated during the months of closure.

2. ADDITIONAL PROVISO

- (a) No assignment of this Land will be consented to by the Owner without the written consent of the City of Vancouver (upland owner).



Province of Ministry of
British Columbia Crown Lands

FEE SCHEDULE

Lease No.

234542

File No. 0068272

FEE

1. The fee shall be:

- (a) for the first year of the term a fee of \$17,543.00 payable in advance, on the Commencement Date; AND
- (b) during the balance of the term the sum of each of the annual fees determined under Sections 3 and 5 of this Schedule or \$200, whichever is the greater, payable in advance beginning on the first anniversary of the Commencement Date and thereafter on each anniversary of that date.

MOORAGE AND ANCILLARY USE

2. In this schedule

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

"Rate":

- (a) during the first 15 year period of the term shall mean 3.5%; and
- (b) during the second 15 year period of the term shall mean 4.0%.

3. The annual fee payable under this section shall be an amount equivalent to the product of the Potential Gross Income From Moorage multiplied by the Rate, LESS the Moorage Fee Discounts, if any.

NON-MOORAGE USES

4. In this Schedule

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

"Ratio" during each year of the term means the percentage fixed by the Lessor at his sole discretion.

5. The annual fee payable under this section shall be an amount equivalent to the product of the Land Value multiplied by the Ratio, LESS the Non-moorage Rental Discounts, if any.

FEE SCHEDULE

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OTHER

6. In the event the Statutory Declaration is delivered by the Lessee to the Lessor before the 60 day period referred to in the Special Proviso Schedule, the Lessor shall, not later than 15 days before the anniversary of the Commencement Date during each year of the term, give written notice to the Lessee specifying the annual fee payable under section (a) for the immediately succeeding year of the term.
7. If the Lessor does not give notice under section 6 the annual fee shall be equal to the annual fee calculated or in force during the immediately preceding year of the term.
8. If the Lessee fails to deliver the required Statutory Declaration to the Lessor before the 60 day period referred to in the Special Proviso Schedule, the Lessor may:
 - (a) enter upon the Land and do such things as are necessary to determine that information required by subsection 1 (g) of the Special Proviso Schedule; and
 - (b) based on the information determined under subsection 8(a) above, set the annual fee, retroactive to the last anniversary date of the Commencement Date.
9. The annual fee specified in a notice shall constitute conclusive evidence of the annual fee payable for the year of the term specified therein.



LICENCE OF OCCUPATION

Licence No.:

211110

File No.: 2411062

Disposition No.: 916444

THIS AGREEMENT is dated for reference April 13, 2016 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:

ROYAL VANCOUVER YACHT CLUB
(Inc. S-0001526)
3811 Point Grey Rd
Vancouver, BC V6R 1B3

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this licence of occupation;

"Ancillary Marine Use" means boathouses, fuel docks, marina ways (portion submerged at mean high tide), launching ramps (portion submerged at high tide), boat sales dock, boat rentals dock and boat charters dock where they are below the mean water mark and not on fill;

"Commencement Date" means October 3, 2016;

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

"Fees" means the fees set out in Article 3;

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

- (a) waste, as that term is defined in the *Environmental Management Act*; and
- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

"Improvements" means all buildings, structures, equipment, improvements and marine docking, moorage, storage and launching facilities for the accommodation, moorage, storage, launching, maintenance and minor repair of marine vessels (including bulkheads, groins, breakwaters and floating booms) that are made, constructed, erected, placed or installed on the Land at any time during the term of this Agreement, together with all replacements, alterations, additions, changes, substitutions, improvements or repairs to any of them;

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

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

"Linear Footage of Moorage Space" means: the linear footage of all moorage space within the Land, whether open or covered by a boathouse, together with the linear footage of all improvements used for an Ancillary Marine Use;

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

"Month to Month Moorage Charge per Linear Footage" means:

- (a) the standard monthly linear footage rate that you charge to your customers for the use of moorage space; or
- (b) if you do not have a standard monthly linear footage rate but charge on a prepaid annual linear footage basis, the annual rate will be converted to an equivalent monthly rate; or

- (c) if we determine that you charge a membership fee or any other charge which is not solely a linear footage charge, we may determine a month to month moorage charge per linear footage taking into consideration the rates charged by commercial marinas which charge on a linear footage basis that we may determine to be comparable having regard to location and other factors;

"Moorage Fee Discount" means the following:

NIL

"Non-Moorage Fee Discount" means the following:

NIL

"Potential Gross Income From Moorage" means for any particular year of the Term, the amount calculated as follows:

$$A \times B \times C$$

where:

A = the amount of Linear Footage of Moorage Space on the Land;

B = the Month to Month Moorage Charge per Linear Footage; and

C = the number of months the operation was open for business in that year;

"Rate" means 4%;

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

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

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

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

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

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

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

reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.
- 1.14 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any conditions or qualifications that may be set in the Management Plan.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for yacht club as set out in the Management Plan. 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 5th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

- 3.1 You will pay to us:
- (a) for the first year of the Term Fees of \$500.00 payable in advance, on the Commencement Date; and
 - (b) during the balance of the Term the sum of each of the annual Fees determined under sections 3.2 and 3.3 of this Article or \$500, whichever is the greater, payable in advance beginning on the first anniversary of the Commencement Date and thereafter on each anniversary of that date.
- 3.2 The annual Fees payable for moorage and Ancillary Marine Use for any particular year shall be

an amount equivalent to the product of the Potential Gross Income from Moorage for the previous year multiplied by the Rate, less the Moorage Fee Discount, if any.

- 3.3 The annual Fees payable for non-moorage uses shall be an amount equivalent to the product of the Land Value multiplied by the Ratio, less the Non-Moorage Fee Discount, if any.
- 3.4 You will, in each and every year during the Term 60 days an anniversary of the Commencement Date deliver to us a Statutory Declaration, or such other document that we may approve from time to time (a "statement") for the purpose of verifying the information necessary to calculate the Fees payable under section 3.2. We may give you notice from time to time specifying the form of the statement, the information to be set out in the statement and any supporting documents that you will be required to provide with the statement.
- 3.5 In the event you deliver the Statutory Declaration referred to in section 3.4 of this Article to us before the deadline referred to in section 3.4, we will, not later than 15 days before the anniversary of the Commencement Date during each year of the Term, give written notice to you specifying the annual Fees payable under section 3.4 for the immediately succeeding year of the Term.
- 3.6 If we do not give you notice under section 3.5 of this Article, the annual Fees shall be equal to the annual Fees calculated or in force during the immediately preceding year of the term.
- 3.7 If you fail to deliver the Statutory Declaration referred in section 3.4 of this Article to us before the deadline referred to in section 3.4 we may:
- (a) enter upon the Land and do such things as are necessary to determine the information required in section 3.4 of this Article; and
 - (b) based on the information determined under subsection (a) above, set the annual Fees, retroactive to the last anniversary date of the Commencement Date.
- 3.8 The annual Fees specified in a notice given under section 3.5 shall constitute conclusive evidence of the annual Fees payable for the year of the Term specified in the notice.

ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and

- (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1 and in the Management Plan.
- (g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any

such riparian right of access;

- (h) pay all accounts and expenses as they become due for 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 deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;
- (k) provide without compensation temporary accommodation to any vessel that is disabled or that seeks shelter in weather conditions that would render it unseaworthy;
- (l) not store logs on the Land;
- (m) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within 24 months;
- (n) 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*;
- (o) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (p) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
 - (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and

- (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

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

- (q) 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, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
- (iii) 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 condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

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

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

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

- (a) for the storage or disposal of any Hazardous Substances; or

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

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

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

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

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

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

4.5 We may from time to time

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

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

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

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Sustainability Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b),

and (c);

- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;
- (h) you will not moor or secure any boat or structure to the Improvements or on any part of the Land for use as a live-aboard facility, whether permanent or temporary;
- (i) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;
- (j) you will not use mechanized equipment other than a pile-driver during the construction, operation or maintenance of Improvements on the Land;
- (k) in order to maintain this Agreement in good standing you are responsible for providing us with written consent of the registered upland owner(s) of District Lot 5601, Group 1, New Westminster District, and, if you fail to provide us that written consent, or we receive a written complaint from the upland owner that your facilities are interfering with their riparian rights, we may cancel your tenure in accordance with Article 8 of this Agreement;
- (l) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (m) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(q)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(q)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(q)(iii); and
- (n) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to

duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$5,000.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue 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.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 6.6 You must
- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:

- (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
 - (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
 - (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
 - (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
 - (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.
- 6.7 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 6.6(a); and
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;
- and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.
- 6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

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

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you fail to maintain in good standing any disposition issued by us to you for the use and occupation of Crown land;
- (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.

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

8.3 You agree with us that

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

ARTICLE 9 - DISPUTE RESOLUTION

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

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

ARTICLE 10 - NOTICE

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

to us

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

to you

ROYAL VANCOUVER YACHT CLUB
3811 Point Grey Rd
Vancouver, BC V6R 1B3;

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

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

ARTICLE 11 - MISCELLANEOUS

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

this Agreement;

- (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
 - (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
 - (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
 - (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

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



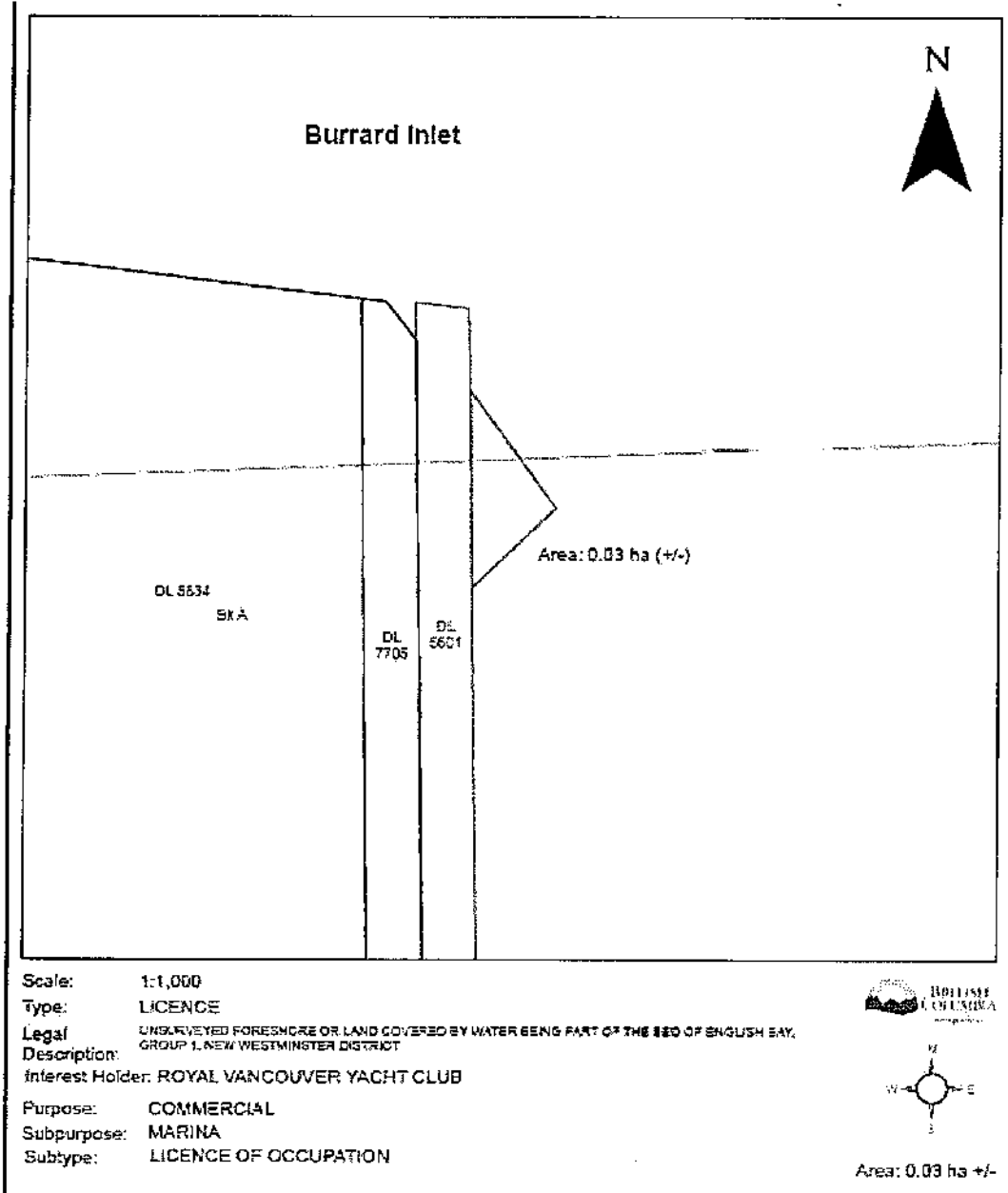
Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of
ROYAL VANCOUVER YACHT CLUB
by a duly authorized signatory


Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

UNSURVEYED FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED
OF ENGLISH BAY, GROUP 1, NEW WESTMINSTER DISTRICT CONTAINING 0.03
HECTARES, MORE OR LESS



MANAGEMENT PLAN

File No. 2411062

Her Majesty the Queen in Right of British Columbia (the "Province") and the Royal Vancouver Yacht Club (the "Licensee") hereby agree that this document is the Management Plan for File No. 2411062 and that this document supersedes any earlier Management Plans.

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

ACCEPTED BY:



Ministry of Forests, Lands and Natural
Resource Operations

Dec. 23 / 16

Date

SIGNED BY:

Royal Vancouver Yacht Club



Authorized Signatory

Dec 5, 2016

Date

Royal Vancouver Yacht Club Management Plan

To Support License of Occupation (File No. 2411062, Disposition No. 916444)

A. Project Overview

Project and Purpose

The purpose of this application is to obtain tenure to a small area of un-surveyed foreshore into which RVYC's existing in-water facilities accidentally extend. No new work is proposed other than ongoing maintenance and repair of existing facilities.

Location, Size, and Main Features of Project

No new project is proposed, so we have not provided an access plan or construction schedule.

RVYC operates an existing private yacht club and marina at 3811 Point Grey Road in Vancouver, BC. The site is accessed directly from Point Grey Road. RVYC has occupied this property since 1927.

The existing facilities include:

1. A main yacht club building (with food/beverage facilities, meeting rooms, and administrative offices) on the upland parcel legally described as Block 235, DL 536, Plan 21924, PID 011-943-297. This parcel has a total land area of approximately 65,018 square feet (which is equivalent to approximately 6,040m² or 0.604 ha).
2. In-water facilities including:
 - A breakwater that shelters the marina berths.
 - About 350 berths for private recreational boats of various sizes.
 - A fixed dock and boat house used for boat repairs.
 - Various floats for storage of small boats.
 - An elevated walkway that links the upland facilities (club house, parking) with the marina, across the beach.

RVYC has an existing "Lease Aquatic Lands" with the Crown for Block A, District Lots 5834 and 7705, Group 1, New Westminster District. This parcel has an area of approximately 538,614 square feet (which is equivalent to approximately 50,038m² or 5.004¹ ha). Most of the in-water facilities are contained within this lease area, but a very small portion extends into (a) an aquatic street end (DL 5601, Plan 14TU234) owned by the Crown but currently leased to the City of Vancouver and (b) the un-surveyed foreshore east of DL 5601 that is the subject of the new License of Occupation under File No. 2411062.

Under the new License of Occupation, RVYC will obtain tenure to the small "extra" area in the un-surveyed foreshore into which its existing float encroaches (exact area to be determined via final boundary survey, but on the order of about 3,070 square feet, or about 285m² or 0.0285 ha).

¹ Based on survey work completed in January 2010. We note that this is slightly smaller than the 5.008 ha noted in the plan attached to the Aquatic Lease.


B. Project Description

License of Occupation (File No. 2411062, Disposition No. 916444) provides RVYC with tenure to an area where a small portion of RVYC's existing facilities are already located. There is no new construction proposed, only ongoing maintenance and repair of existing facilities as needed. The float that extends into the un-surveyed foreshore is used for larger vessels and visitors to tie up temporarily and visit RVYC's on-land facilities. RVYC has always had this float, although it was destroyed during a storm in 2000 and replaced at that time.

C. Additional Information

License of Occupation (File No. 2411062, Disposition No. 916444) is simply to provide RVYC with tenure to match existing conditions in a small area outside RVYC's existing Aquatic Lease (Lease No. 234542; File No. 0068272). There are no changes to the facilities proposed other than ongoing maintenance and repair of existing facilities as needed, so there are no new impacts on land use, the atmosphere, the aquatic environment, fish and wildlife habitat, community services or infrastructure, public health, or First Nations.

D. Signature and Date

	<u>Dec. 5, 2016</u>
_____ Signature (Carmen Derricott, General Manager, RVYC)	_____ Date

_____ Signature (Ministry of Forests, Lands and Natural Resource Operations)	_____ Date
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