

**Ministry of Agriculture and Lands  
FrontCounter BC  
Enquiry Detail - Report**

Report Date: 03-NOV-2022 10:42

Page 1 of 4

**Parameters:**

**Enquiry Number:** 1126273

**CLIENT DETAIL**

<b>Client Name</b>	<b>Client Number</b>	<b>Client Address</b>	<b>Owned By</b>	<b>Date File Opened</b>	<b>Last Saved By</b>	<b>Last Saved Date</b>
Missy Judd	725503	British Columbia,Canada	Danielle Dyck	16-Dec-2021		16-Dec-2021

**ADDITIONAL PROJECT**

**CONTACT INFORMATION:**

<b>Client Name</b>	<b>Surname</b>
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**ENQUIRY DETAIL**  
**Enquiry Method**

**Enquiry Type**

**Business Area**

**Enquiry Notes**

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FrontCounter BC  
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Report Date: 03-NOV-2022 10:42

Page 3 of 4

Phone

Crown Land Lease, Notification of  
Authorized Changes

Water, Lands

questions about resurveying the property on behalf of her clients who have found that their fill goes beyond the natural boundary of their property and information about a notification of auth changes for another client resurfacing their boat launch

Hi Missy,

Thank you for speaking with me today.

For the property 7899 West Coast Road, you would just need to submit the Notification of Works in and about a Stream .I mentioned it is the same application as the Change Approval, how you fill out the application will determine the type of authorization you apply for.

For the property<sup>s.22</sup> the owners may need to apply with the Surveyor General for an Accretion:  
<https://ltsa.ca/professionals/surveyor-general/submissions-to-surveyor-general/#>  
They may apply for a lease, but they would have to be specific for what purpose they require the lease for.  
<https://portal.nrs.gov.bc.ca/web/client/-/crown-land-tenure-application>

Please let me know if you have any further questions,

Report: atsr0125  
User: Andrews, Melis

Disclaimer: The Province disclaims all responsibility for the accuracy of information provided. Information provided should not be used as a basis for making financial or any other commitments.

**Ministry of Agriculture and Lands  
FrontCounter BC  
Enquiry Detail - Report**

Report Date: 03-NOV-2022 10:42  
Page 4 of 4

Danielle (she/her)  
Contact Centre Representative  
FrontCounter BC Provincial Team  
Ministry of Forests, Lands, Natural  
Resource Operations & Rural  
Development  
Toll free phone 1-877-855-3222

Contact Us: FrontCounter BC  
Tell us about your experience with  
FrontCounter BC: Complete an Online  
Comment Card  
Freedom of Information Disclaimer

**ENQUIRY ACTION**

Person	Action Required	Notes	Target Date	Complete
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**ENQUIRY ATTACHMENTS:**

Attachment Name	Attachment File	Size	Type	Date
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## LICENCE OF OCCUPATION

Licence No.:

File No.: 0242722

Disposition No.: 898032

THIS AGREEMENT is dated for reference June 27, 2014 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:**

**OTTER POINT RECREATIONAL CO-OPERATIVE ASSOCIATION**  
PO Box 194  
Sooke, BC V9Z 0P7

(the "Licensee")

The parties agree as follows:

### ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

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

"**Commencement Date**" means January 19, 2013;

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

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

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

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

**“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.

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**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 maintaining and operating a boat launching ramp and moorage facility purposes, 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 30th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

**ARTICLE 3 - FEES**

- 3.1 You will pay to us
- (a) for the first year of the Term, Fees of \$4,093.39, payable in advance on the Commencement Date; and
  - (b) for each year during the remainder of the Term, the Fees either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.
- 3.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Fees payable by you under subsection 3.1(b) for the subsequent year of the Term and we will establish such Fees in accordance with our policies applicable to your use of the Land under this Agreement.
- 3.3 If we do not give notice to you under section 3.2, the Fees payable by you under subsection 3.1(b) for the year for which notice was not given will be the same as the Fees payable by you for the preceding year of the Term.

**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;
- (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) not interrupt passage by the public on foot, over the intertidal portion of the Land;
- (l) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another disposition or in connection with the use of Land apart from this Agreement, unless you obtain our prior written approval;
- (m) provide without compensation temporary accommodation to any vessel that is disabled or that seeks shelter in weather conditions that would render it unseaworthy;
- (n) not store logs on the Land;
- (o) agree to develop the land in a diligent and workmanlike manner in accordance with the management plan held on file in this office;
- (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, 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;
- (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

- (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 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) you will make no claim against us or any person acting under the authority of any enactment of the Province of British Columbia for compensation, in damages or otherwise, if the Land becomes unsuitable for the purposes set out in this Agreement because of erosion, flooding or debris flow affecting the Land;
- (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(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 4.1(s)(ii) or the time

period provided for in the direction or permission given under paragraph 4.1(s)(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 \$1,000.00 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;
  - (ii) Watercraft liability insurance on all watercraft operated or used in the performance of this Agreement by you (including rented watercraft), in an amount not less than the limits of liability imposed by the *Marine Liability Act* and in any event not less than \$2,000,000.00 and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured and if applicable, include coverage for marine towing operations;
- (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
    - (i) become insolvent or make an assignment for the general benefit of your creditors,

- (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
- (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
  - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
  - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) 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*.



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**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 Nanaimo, British Columbia, and if we or our authorized representative have no office in Nanaimo, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Nanaimo, 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  
Suite 142 - 2080 Labieux Road  
Nanaimo, BC V9T 6J9;

to you

OTTER POINT RECREATIONAL CO-OPERATIVE ASSOCIATION  
PO Box 194  
Sooke, BC V9Z 0P7;

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.

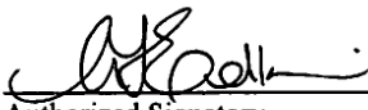
The parties have executed this Agreement as of the date of reference of this Agreement.

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

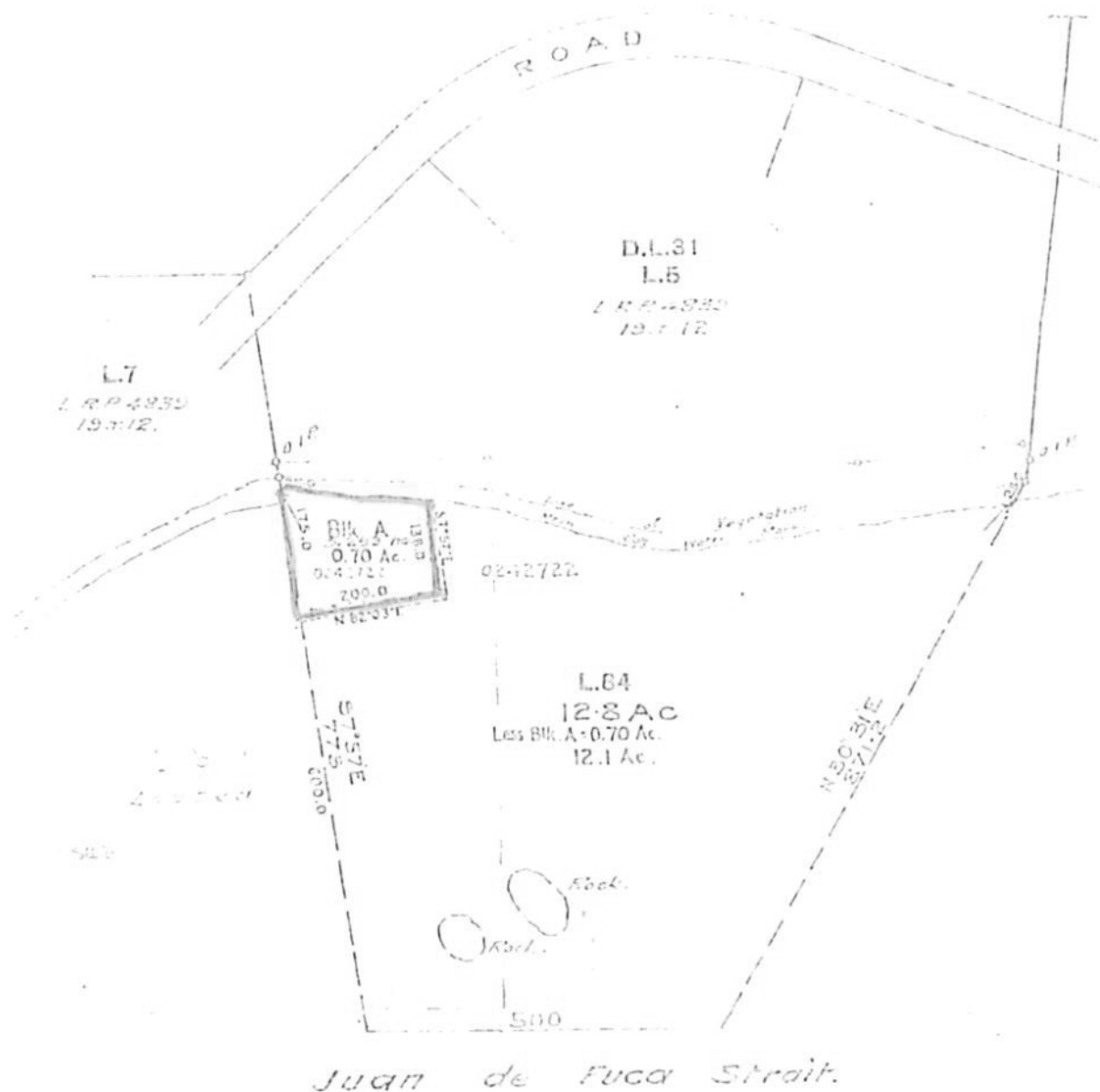
SIGNED on behalf of  
**OTTER POINT RECREATIONAL  
CO-OPERATIVE ASSOCIATION**  
By a Duly Authorized Signatory



Authorized Signatory

## LEGAL DESCRIPTION SCHEDULE

Block A, District Lot 84, Otter District, containing 0.2833 hectares.



GA1599  
GST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM  
TRANSACTION RECEIPT

PAGE 1

MARCH 11, 2022 11:42  
03003 FCBC NANAIMO  
DESCRIPTION: INV # 792907

TRANSACTION ID: 1000005

SD62925

REFERENCE:

	ITEM PRICE	QUANT	AMOUNT
1717 FCBC CROWN LAND REVENUE	4,316.94	1	4,316.94
CLIENT NUMBER s.21			
DOCUMENT: FILE # 0242722			
REFERENCE: CLIENT NAME OTTER POINT REC. CO-OP			
SUBTOTAL			4,316.94
GST CHARGED ON			0.00
PST			0.00
TRANSACTION TOTAL			4,316.94
CORNERSTONE PROPERTIES LTD.			
CHEQUE			4,316.94
TOTAL PAYMENT			4,316.94
CHANGE			0.00

WARNING: THIS ORIGINAL DOCUMENT HAS A TRUE WATERMARK IN THE PAPER - MICRO PRINTING - INVISIBLE FIBRES - CHEMICAL SENSITIVITY - SEE REVERSE

CORNERSTONE PROPERTIES LTD.  
IN TRUST FOR: 4002 OTTER POINT  
CO-OPERATIVE REC. ASSOCIATION  
7899 WEST COAST ROAD  
SOOKE, BRITISH COLUMBIA, V9Z 0R5

CANADIAN IMPERIAL BANK OF COMMERCE  
1175 DOUGLAS STREET  
VICTORIA, BC, V8W 2E1

Chq # s.21

DATE 2022 03 07  
YYYY.MM.DD

Pay \*\*\* Four Thousand Three Hundred Sixteen Dollars

94 / 100 DOLLARS

\$ 4,316.94

TO THE  
ORDER OF:

Minister of Finance  
FrontCounter BC  
Ste 142 - 2080 Labieux Road  
Nanaimo, BC, V9T 6J9

PER

PER

s.21

4002 OTTER POINT CO-OPERATIVE REC. ASSOCIATION IN TRUST

Bank: Canadian Imperial Bank of Commerce - 4002-OP (Operating)

Payee: Minister of Finance

FrontCounter BC, Ste 142 - 2080 Labieux Road, Nanaimo, BC, V9T 6J9

Chq # s.21

Date: Mar 07, 2022

Chq Amount: \$ 4,316.94

Invoice Date	Invoice #	Invoice Amt	Account #	Description	Payment Amt
Nov 23, 2021	792907	\$ 4,316.94	6680-4002	File# 0242722/Doc#V898032	\$4,316.94

**From:** [Meisner, Shawn FOR:EX](#)  
**To:** [FOR FOI FOR:EX](#)  
**Cc:** [McElroy, Ross FOR:EX](#); [Freer, Michael L FOR:EX](#); [Chisholm, Diane FOR:EX](#); [Bailey, Annette FOR:EX](#)  
**Subject:** RE: FOI Canvas for Records (lands file 0242722)  
**Date:** October 5, 2022 3:26:00 PM  
**Attachments:** [RE FOI Request Transfer LWR-2022-22465.msg](#)  
[image001.png](#)  
[image002.png](#)

---

Hello FOI folk,

West Coast Region, either West Coast Authorizations and/or South Island Natural Resource District, does hold records dependant on where our internal separate of areas occurs. The location below is our lands file 0242722.

Annette Bailey, Resource Manager, SINRD has been CC'd on this response.

---

Copyright

**From:** FOR FOI FOR:EX <flnr.foi@gov.bc.ca>

**Sent:** October 5, 2022 2:57 PM

**To:** Meisner, Shawn FOR:EX <Shawn.Meisner@gov.bc.ca>; Chisholm, Diane FOR:EX <Diane.Chisholm@gov.bc.ca>

**Cc:** FOR FOI FOR:EX <flnr.foi@gov.bc.ca>; McElroy, Ross FOR:EX <Ross.McElroy@gov.bc.ca>

**Subject:** RE: FOI Canvas for Records

Hello all,

IAO has received an FOI request worded as follows:

Requesting all documentation, applications, decisions, approvals, indigenous consultation and current state of foreshore regarding foreshore lease #898032.

- Please see the attached email for additional documentation provided by the applicant relating to the foreshore and property at **Lot 84 Boat Launching Ramp at 7899 West Coast Road, Sooke V9Z 0R5.**

We are looking to determine if this is something FOR would in fact have records of.

If possible, please take a quick look and advise as soon as applicable, bearing in mind that this is **NOT a formal call for records and we do not require gathering at this time.**

If you have any questions or require clarification, do not hesitate to contact me.

Regards,



**Aidan Kirkpatrick**  
**FOI Coordinator**  
Executive Services, Deputy Minister's Office  
(778) 405-3082  
**Ministry of Forests**



## RE: FOI Request Transfer LWR-2022-22465

---

From: IAO Flex Team CITZ:EX <IAOFlexTeam@gov.bc.ca>  
To: FOR FOI FOR:EX <flnr.foi@gov.bc.ca>, IAO Flex Team CITZ:EX <IAOFlexTeam@gov.bc.ca>  
Cc: IAO Flex Team CITZ:EX <IAOFlexTeam@gov.bc.ca>  
Sent: October 5, 2022 1:26:10 PM PDT  
Attachments: image002.png, image004.png, image005.png, image003.png, image001.png  
Good day Aidan,

As requested I did reach out to the applicant to get some additional information/clarification on things. Please see below my email to the applicant first then the applicant reply (copy/paste so there is less confusion and I don't miss any info to pass along). I hope this is helpful information and not info overload.

Hi **\*Applicant\***,

The Ministry of Forest have responded to our request for a transfer and they have come back with the below information/clarification:

"The lease #898032 below does not match a typical Lands File # (**7 digits**), and there is no other information that I can search with (location, legal description, etc). It is possible that FOR holds records for this request, but I cannot confirm without further information being provided by the applicant."

Are you able to please confirm the lease # or provide location of ramp/foreshore site. Is it a specific ramp approval or just a ramp approval submitted to DFO?  
Please also note, the DFO (Fisheries/Oceans Canada) would be a Federal office. We cannot provide you with records from a Federal level only for Provincial records

### **Applicant response:**

These are the two land tax assessment legal role descriptions the property (first two photos) and the foreshore attached to the property the second two photos.

---

No.of apartment  
units

---

**Legal description and parcel  
ID**

Lot 84 Block A Land District 42  
BOAT LAUNCHING RAMP & BOAT  
MOORING .2833 HECT Lease  
Licence Num 898032

PID:

---

**Sales history (last 3 full  
calendar years)**

No sales history for the last 3 full  
calendar years

---

**Manufactured home**

Width



Find your property assessment ▼

**7899 WEST COAST  
RD SOOKE V9Z 0R5**

Area-Jurisdiction-Roll: 01-762-  
16254.000



Favourite



Compare



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 Bell LTE 

12:36 PM

30% 

BC ASSESSMENT 

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Register



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7899 WEST COAST  
RD SOOKE V9Z 0R5

Area-Jurisdiction-Roll: 01-762-  
16183.020



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 Bell LTE

12:36 PM

29% 

**Legal description and parcel  
ID**

Lot 1 Plan VIP34791 Section 31 Land  
District 42 OTTER POINT  
RECREATION CO-OPERATIVE  
ASSOC Manufactured Home  
Reg.# 93432

PID: 000-305-162

---

### Sales history (last 3 full calendar years)

No sales history for the last 3 full  
calendar years

---

### Manufactured home

Width

14 Ft

AA  ssessment.ca 



I am looking for any and all documents that belong to that foreshore or property that are on file.

Changes have been made and it's my understanding many government bodies environment fisheries land use community planning flood concerns and indigenous consult for and work for Lease agreement to ensure all lands foreshore are protected and consulted as to protect our spaces.

I want to know current status and any consult permit engineering approvals changes have been made to this foreshore.

Weather federal or provincial both I believe have consult and input.

I was told verbally with a third party DFO gave the "go ahead" for alteration and I would like see view documentation of this go ahead and ensure appropriate protection and consult according to alterations and changes to our shared foreshore. That was was done with accountability and transparency in democratic process and land lease.

Please advise some has notes on this or it remains undocumented and sits as original lease.

Thanks so much

**\*Applicant\***

---

**From:** FOR FOI FOR:EX <flnr.foi@gov.bc.ca>  
**Sent:** October 4, 2022 11:38 AM  
**To:** IAO Flex Team CITZ:EX <IAOFlexTeam@gov.bc.ca>  
**Cc:** FOR FOI FOR:EX <flnr.foi@gov.bc.ca>  
**Subject:** RE: FOI Request Transfer LWR-2022-22465

Good morning team,

We have done some initial canvassing, but could you verify that the license number in the wording is correct?

Per the PA:

"The lease # below does not match a typical Lands File # (7 digits), and there is no other information that I can search with (location, legal description, etc). It is possible that FOR holds records for this request, but I cannot confirm without further information being provided by the applicant."

Kind regards,



**Aidan Kirkpatrick**  
**FOI Coordinator**  
Executive Services, Deputy Minister's Office  
(778) 405-3082  
**Ministry of Forests**

---

**From:** IAOFlexTeam@gov.bc.ca <IAOFlexTeam@gov.bc.ca>  
**Sent:** October 4, 2022 10:10 AM  
**To:** FOR FOI FOR:EX <flnr.foi@gov.bc.ca>  
**Subject:** FOI Request Transfer LWR-2022-22465

Good day,

The Ministry of Land, Water and Resource Stewardship received LWR-2022-22465 on September 14, 2022, ~~Requesting the following~~ Requesting the following information, applications, decisions, approvals, indigenous consultation and current state of foreshore regarding foreshore lease #898032.

Ministry of Land, Water and Resource Stewardship has requested a full transfer to your Public Body. Please advise whether you accept this transfer. As Section 11 of FOIPPA allows the public body up to 20 business days to transfer a request once the request has been received, the deadline for accepting this transfer is October 17, 2022.

Further communication, including the Call for Records, will follow under separate cover if the transfer is accepted.

If you have any questions or concerns please contact me at [IAOFlexTeam@gov.bc.ca](mailto:IAOFlexTeam@gov.bc.ca).

Thank you,

**Tanya James, Junior FOI Analyst**  
**Information Access Operations | Ministry of Citizens' Services**  
**PO Box 9569 Stn Prov Govt Victoria BC V8W 9K1**  
**Phone: 778 698-3493**

No.of apartment  
units

## Legal description and parcel ID

Lot 84 Block A Land District 42  
BOAT LAUNCHING RAMP & BOAT  
MOORING .2833 HECT Lease  
Licence Num 898032

PID:

## Sales history (last 3 full calendar years)

No sales history for the last 3 full  
calendar years

## Manufactured home

Width





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**7899 WEST COAST  
RD SOOKE V9Z 0R5**

Area-Jurisdiction-Roll: 01-762-  
16183.020



Favourite



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 ssessment.ca
 



## Legal description and parcel ID

Lot 1 Plan VIP34791 Section 31 Land  
 District 42 OTTER POINT  
 RECREATION CO-OPERATIVE  
 ASSOC Manufactured Home  
 Reg.# 93432

PID: 000-305-162

---

## Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

---

## Manufactured home

Width

14 Ft

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Find your property assessment



**7899 WEST COAST  
RD SOOKE V9Z 0R5**

Area-Jurisdiction-Roll: 01-762-  
16254.000



Favourite



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## RE: FCBC Query- Crown Land File 0242722

---

From: Jackson, Shelley D FOR:EX  
To: Gardner, Haylie FOR:EX <Haylie.Gardner@gov.bc.ca>, Blight, Melanie FOR:EX <Melanie.Blight@gov.bc.ca>  
Sent: October 19, 2022 4:39:06 PM PDT  
Attachments: 2013-01-19 Ten Doc 0242722.pdf

Hi Haylie, I would normally forward this type of request to Jesse Hopps, but I know that he is away and so I would forward to Melanie and ask her to send to the Sr. LO or LO that is handling Jesse's duties while he is away.

Melanie – this inquiry may be best for Annette or a Sr. LO to respond to regarding the licence for maintaining and operating a boat launching ramp and moorage facility in Sooke Bay.

There is an FOI request that was recently submitted requesting all documentation, applications, decisions, approvals, indigenous consultation and current state of foreshore regarding this licence.

I have saved a copy of the licence and LUR on the LAN if that is needed.

Thanks,  
Shelley

---

**From:** Gardner, Haylie FOR:EX <Haylie.Gardner@gov.bc.ca>  
**Sent:** October 19, 2022 2:38 PM  
**To:** Jackson, Shelley D FOR:EX <Shelley.Jackson@gov.bc.ca>  
**Subject:** RE: FCBC Query- Crown Land File 0242722

Hwy Shelley!

I received and ATS Enquiry from FCBC earlier today for a tenure doc to be emailed to the client. It is a Port Alberni file, however I still emailed the document. The client has now come back and asked the below questions.. Who would be the best person to direct these kind of questions to?

I do see that there is a call for FOI information on the file, so I suspect there may be more that is going on than what I initially can/cannot see.

**Haylie Gardner, CSP**  
Portfolio Administrator  
Ministry of Forests  
Suite 142 – 2080 Labieux Road, Nanaimo, BC V9T 6J9  
Phone: 250.739.8270

---

**From:** Jody Hartley <hartleyjpdy@gmail.com>  
**Sent:** October 19, 2022 2:05 PM  
**To:** Gardner, Haylie FOR:EX <Haylie.Gardner@gov.bc.ca>  
**Subject:** Re: FCBC Query- Crown Land File 0242722

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hi Haylie.

So nothing further to report on this foreshore?

It reads to me a legal obligation to get permission for adding cement type work done with this lease correct?

If work was done on the dock or ramp appropriate applications should arrive attached to lease number for consideration and approval according to this lease would that be correct?

Are there any further requests or application for repairs to ramp or dock or is it not required?

That is a very good detailed lease.

Jody

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On Oct 19, 2022, at 1:40 PM, Gardner, Haylie FOR:EX <[Haylie.Gardner@gov.bc.ca](mailto:Haylie.Gardner@gov.bc.ca)> wrote:

Good Afternoon,

As per your request through Front Counter BC, please see attached document. Please do not hesitate to reach out should you have further questions.

Thank you and take care,

**Haylie Gardner, CSP**  
Portfolio Administrator  
Ministry of Forests  
Suite 142 – 2080 Labieux Road, Nanaimo, BC V9T 6J9  
Phone: 250.739.8270