



PARK USE PERMIT
LAND USE/OCCUPANCY

This Park Use Permit No. VI0510224 (the "Permit") is issued under the authority of the Park Act

Cowichan River Provincial Park (the "Park")

FROM:

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

Ministry of Environment
Environmental Stewardship Division
Vancouver Island Region
2080 A Labieux Rd.
Nanaimo BC V6T 6J9

TO:

Cowichan Fish and Game Association (the "Permittee") at the following address

5190 Lee Rd.
Duncan BC V9L 6S4

FILE COPY

THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

ARTICLE I - GRANT OF PERMIT

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

ARTICLE II - DURATION

2.01 The duration of this Permit is for a term of thirty-one (31) years commencing on May 1, 2005 (the "Commencement Date") and ending on April 30, 2036 (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

ARTICLE III - FINANCIAL

3.01 The Permittee must pay to the Province a fee (the "Permit Fee") of \$1016.60 (GST included if applicable) prior to Commencement date and on each anniversary of the commencement date during the term of this Permit.

3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.

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

ARTICLE IV - INDEMNITY

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

employees, agents, contractors and licensees under this Permit, except for any liability arising from any independent, negligent act of the Province.

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

ARTICLE V - TRANSFER

5.01 The Permittee must not assign, transfer, sublicense or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.

5.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 1(4) of the Company Act) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 5.01.

ARTICLE VI - COVENANTS OF THE PERMITTEE

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

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

ARTICLE VII - RIGHTS OF THE PROVINCE

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

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

ARTICLE VIII - NOTICE

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

ARTICLE IX - RENEWAL

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

ARTICLE X - FINANCIAL GUARANTEE

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

ARTICLE XI - MISCELLANEOUS

- 11.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.
- 11.02 Time is of the essence in this Permit.
- 11.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.
- 11.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.
- 11.05 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which result from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operation or property.

ARTICLE XII - CANCELLATION

- 12.01 In the event that
- (a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for 7 days after the giving of written notice of the default by the Province to the Permittee;
 - (b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;
 - (c) the Permittee has wilfully misrepresented information;

- (c) the Permittee has wilfully misrepresented information:
 - (I) on the application form which led to the granting of this Permit, or
 - (II) required to be provided under the terms and conditions of this Permit;
- (d) the Permit Area is damaged or destroyed by any cause whatsoever;
- (e) the Park is closed by the Province;
- (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is partitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
- (g) any of the Permittee's assets is seized in execution from the Permit Area;
- (h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;

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

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

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

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

ARTICLE XIII- INTERPRETATION

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

IN WITNESS WHEREOF the parties have duly executed this Permit.

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

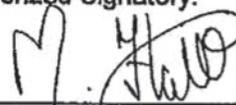


Duly Authorized Representative

MAR 23 2007

Date

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



Signature of Permittee or Authorized Signatory

March 10 2007

Date

MANAGEMENT PLAN SCHEDULE

PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Areas described below.

Cowichan River Provincial Park- Section 6, Range 10, Sahtlam District, Plans 19268 and 23914

PURPOSE

This Permit is issued for the purpose of Land Use/Occupancy to operate the Cowichan Fish and Game Association as described in the application dated September 30th 2004.

FEE SCHEDULE

Privately-owned structures (site only)\$535.00
per Park and Recreation Area Regulation Schedule K, Part 3, Item 1 (a)

Nine (9) structures.....\$481.50
\$50.00 per structure per year per Park and Recreation Area Regulation Schedule K, Part 3, Item 1 (a)

TOTAL PERMIT FEE **\$1,016.50**

SPECIAL PROVISIONS

Designated Representative

The Permittee appoints the following representative to be responsible for liaison between BC Parks and the Permittee.

Jack Bone
Telephone: 250-748-2104
Fax: 250-748-2104
Email: jnbone@shaw.ca

Area Supervisor

The Permittee shall contact the Area Supervisor 30 days prior to the beginning of each operating season. The Permittee shall provide the Area Supervisor with the schedule of operations. The Area Supervisor may amend the schedule to minimize environmental impacts.

Park Name	Area Supervisor	Phone
Cowichan River Provincial Park	Don Closson	250 391-2319

Maintenance of Facilities

The permittee is responsible for the maintenance, repair, and replacement of all approved facilities and structures within the Permit Area. All facilities related to the use of firearms must be maintained in the interest of public safety and must be inspected by a Provincial Firearms Officer. Any upgrades or improvements to existing facilities must be approved by the Area Supervisor.

Permanent Structures Prohibited

No new permanent structures or improvements of any description shall be constructed or installed on or within the Permit Area unless approved by the Area Supervisor.

Discharge and Use of Firearms, Bows, and Crossbows

The permittee shall not allow its members to discharge or handle firearms, bows, or crossbows in an unsafe manner. Firearms, bows, and crossbows shall remain locked within a member's vehicle until within the Permit Area. With the exception of the Permit Area there shall be no discharge or possession of firearms, bows, or crossbows in Cowichan River Provincial Park by the Permittee or its members.

Clean Up

Upon the expiration of the permit the Permittee shall ensure the permit area is cleaned to the approval of the Area Supervisor.

Storage of Equipment

The Permittee may store equipment related to the actions of the Cowichan Fish and Game Club in the Permit Area. All members' equipment and supplies must be removed from the Permit Area at the time of departure from the individual Permit Area or at the end of each day.

Events and Functions

The Permittee may hold functions as outlined in the permit application; however, the Area Supervisor must be notified prior to such an event. This permit does not allow events to be held in any other area of the park other than the defined Permit Area.

Fires

Fires are not encouraged and a total ban may be imposed from time to time, fires must be contained within a metal "fire ring" suitable to the Area Supervisor. Fires must be extinguished and all traces removed at the end of each day.

No Consumptive Use

There shall be no consumptive use of plants, marine life or animals by the Permittee, its employees or its members. There is no hunting permitted within Cowichan River Provincial Park.

Disturbance of Park Visitors

The Permittee shall ensure that activities of the Cowichan Fish and Game club and its members do not unduly disturb other Park Visitors.

Future Rights and Limitations

The issuance of this permit does not constitute any implied future rights for operating in these areas. The Province reserves the right to limit the number of activities per season if causing environmental damage or recreational conflicts and changes may be made to this Management Plan Schedule may be made at the sole discretion of the Province.

Annual Report

The Permittee shall:

- a) Prepare an annual report during the Permit Term;
- b) Submit the report, to the Area Supervisor and the Permit Authorization Service Bureau, Ministry of Environment, PO Box 9371, Stn Prov. Govt, Victoria BC, V8W 9M3 by November 30th for each Operating Season of the term of the permit

INSURANCE SCHEDULE

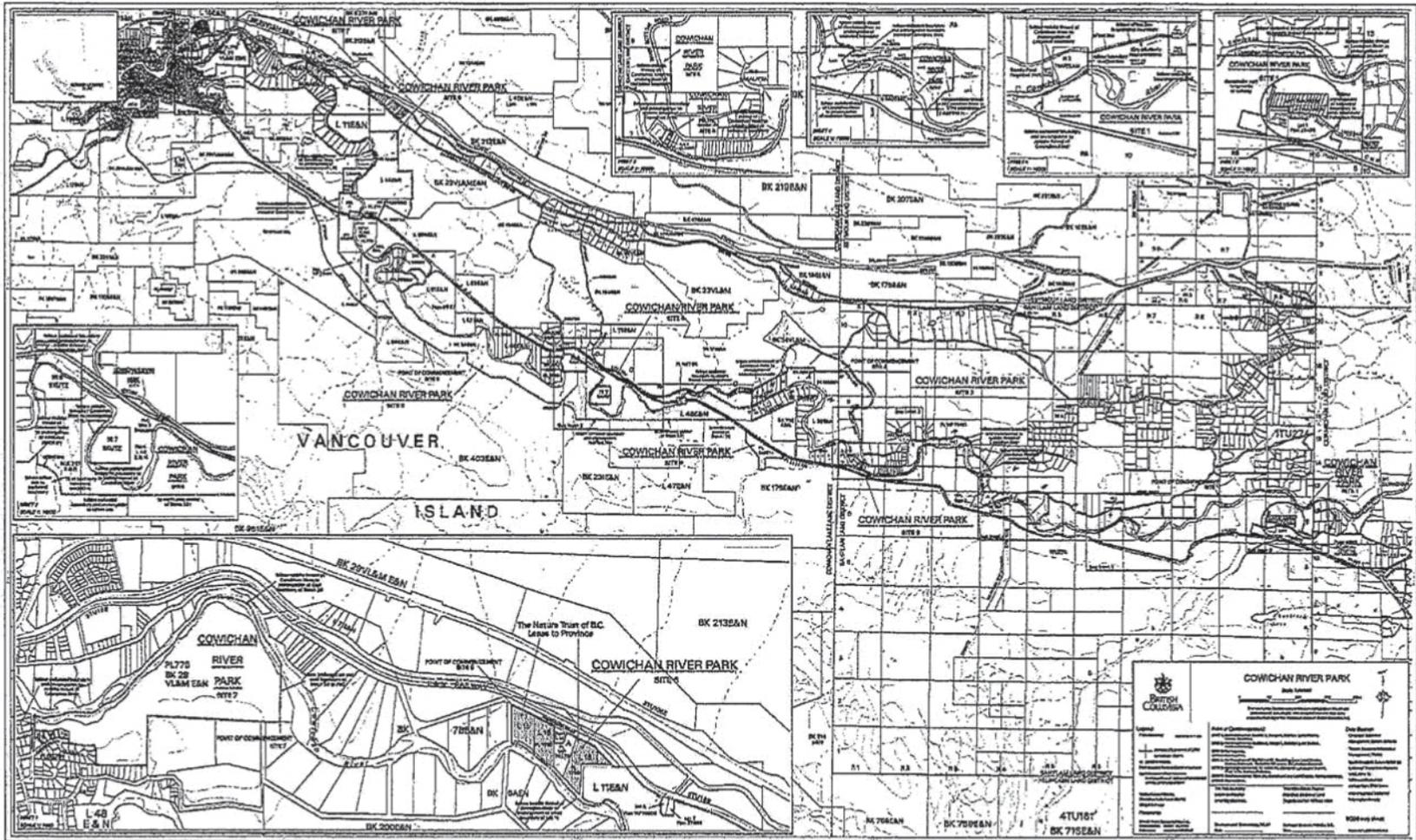
- 1.1 The Permittee will, during the term of this Permit, maintain and pay for, with insurers licensed in British Columbia, the following insurance:

Comprehensive General Liability Insurance in an amount not less than \$2,000,000.00 inclusive per occurrence against personal injury, property damage and liability assumed under contract. The Province is to be added as an additional insured under this policy and policy must include a cross liability clause.

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

FINANCIAL GUARANTEE SCHEDULE

- 1.1 On or before the Commencement Date, the Permittee will deliver to the Province security (the "Financial Guarantee") in a form satisfactory to the Province in the amount of \$5,000.00.
- 1.2 The Province may claim or draw down the Financial Guarantee to pay
 - (a) the Permit Fee and any other money payable by the Permittee to the Province under this Permit; and
 - (b) all costs incurred or expenses assumed by the Province as a result of the Permittee's failure to fulfil any of its obligations under this Permit.
- 1.3 The Province, acting reasonably, may from time to time by notice in writing to the Permittee require the Permittee to increase the amount of the Financial Guarantee to an amount that the Province considers is needed to satisfy the Permittee's obligations under this Permit, and the Permittee will, within 30 days of receiving the notice, deliver to the Province proof that the amount of the Financial Guarantee has been increased accordingly.
- 1.4 If at any time the Financial Guarantee is claimed or drawn down by the Province, the Permittee will immediately deliver to the Province proof that the Financial Guarantee has been replenished by the Permittee to the amount required by this schedule.
- 1.5 At such time as the Province certifies in writing that the obligations of the Permittee under this Permit have been fulfilled to the satisfaction of the Province, the Province will return to the Permittee the Financial Guarantee, less any amounts claimed or drawn down by the Province under section 1.2.



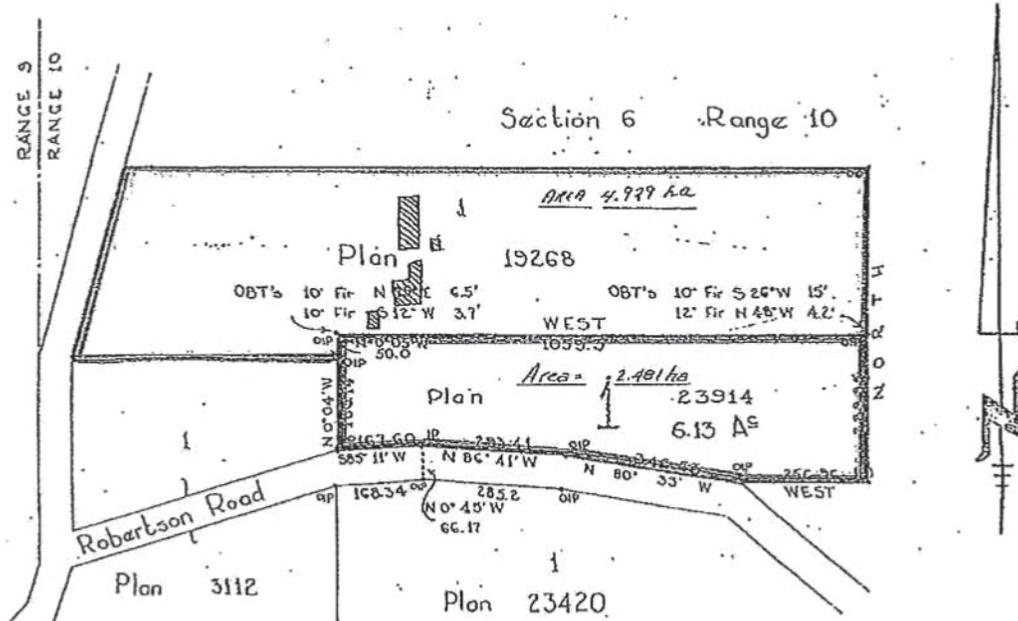
Cowichan River Provincial Park
 Cowichan Fish and Game Association
 Permit Area (Map 1)
 Permit# VI0510224
 Permit Area Defined by  (see inset 6)

LEGAL DESCRIPTION SCHEDULE

Lot 1 of Section 6, Range 10, Sahtlam District, Plans 19268 and 23914, shown outlined on sketch below, containing 7.41 hectares.

SAHTLAM DISTRICT

SCALE 1 INCH = 200 FEET.



STANDARD LEASE UNREGISTRABLE

Page 17 of _____

Cowichan River Provincial Park
 Cowichan Fish and Game Association
 Permit Area (Map 2)
 Permit# V10510224

05/03

COWICHAN FISH & GAME ASSOCIATION

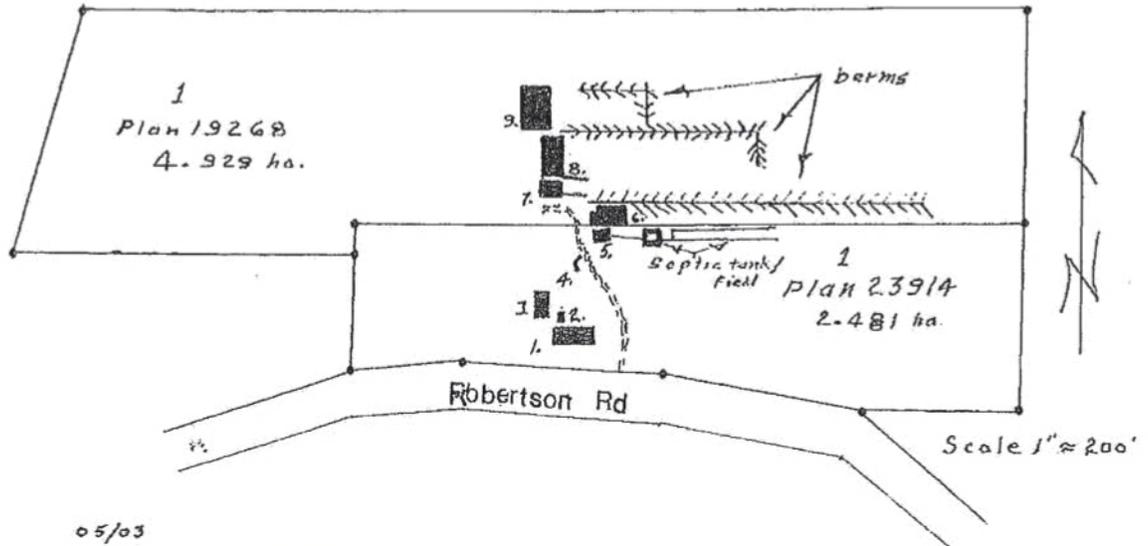
Location of buildings and structures at March 2005.

1. Caretakers residence (28' x 22')
2. Caretakers small workshop (12' x 15')
3. Caretakers large workshop/storage (26'x 33')
4. Cowichan River Footpath entrance, information shelter and cairns honoring George Brown and Roland Brown.
5. Washhouse – two toilets and shower (16'4"x 8'3')
6. Founders Hall (the Gazebo) (o.a. 56' x 24') including storage shelter on north side and store room on westerly side.
7. Clubhouse (32'x24')with 33' safety wall extending easterly from south wall
8. 100m/200m range shooting shed (28'x64')
9. Indoor shooting range (24' x 76') with attached 50 m shooting shed and target (etc.) storage shed (15'6" x82').

Note that within the past seven years all buildings have been remodeled and/or reroofed as required. As well, all shooting facilities have been brought up to Federal Firearms Act standards and have been inspected and certified.

COWICHAN FISH & GAME ASSOCIATION

Sahtlam District Section 6 Range 10



Cowichan River Provincial Park
Cowichan Fish and Game Association
Permit Area (Map 3)
Permit# VI0510224



Ministry of Environment

PARK USE PERMIT

LAND USE / OCCUPANCY

This Park Use Permit No. **102138** (the "Permit") is issued under the authority of the *Park Act* (the "Park")
See "Management Plan Schedule, Permit Area Description" for a complete list of Parks and Protected Areas

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

Ministry of Environment
BC Parks
West Coast Region
Haida Gwaii/South Island
2080 A Labieux Road
Nanaimo BC V9T 6J9

TO:
Cowichan Fish and Game Association
(the "Permittee") at the following address:

4295 Robertson Road
Duncan BC V9L 6S8

THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

ARTICLE I - GRANT OF PERMIT

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

ARTICLE II - TERM

- 2.01 The duration of this Permit is for a term of **31 years** commencing on **May 1, 2005** (the "Commencement Date") and ending on **April 30, 2036** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

ARTICLE III - FEES

- 3.01 The Permittee must pay to the Province a minimum fee (the "Permit Fee") of **\$950.00 (plus applicable taxes)** prior to Commencement date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

ARTICLE IV - INDEMNITY

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

ARTICLE V – SECURITY AND INSURANCE

- 5.01 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 Permit;
 - (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 Permit.
- 5.02 Despite section 5.01, 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 Permit and all other Dispositions held by you.
- 5.03 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Permit that are not performed by you 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.
- 5.04 After we certify, in writing, that you have fully performed your obligations under this Permit, we will return to you the Security maintained under section 5.01, less all amounts drawn down by us under section 5.03.
- 5.05 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 Permit;

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.

- 5.06 You must
- (a) without limiting your obligations or liabilities under this Permit, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) **Commercial General Liability** insurance in an amount of not less than two million dollars (**\$2,000,000**) **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 Permit Area or any 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 an additional insured;
 - (b) ensure that all insurance required to be maintained by you under this Permit is primary and does not require the sharing of any loss by any of our insurers;
 - (c) within 10 working days of the Commencement Date of this Permit, 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 Permit, 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 subsections (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies to be maintained by you under this Permit.

- 5.07 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 5.06(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 Permit;
- 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 Permit.
- 5.08 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 Permit in your sole discretion.
- 5.09 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
 - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
 - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
 - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the permit Area;
 - (e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee;
 - (f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;
 - (g) comply with all orders and directions made, verbally or in writing, by a park officer (as defined in the *Park Act*) relating to the Park, this Permit or the Permit Area;
 - (h) not construct, erect, place, repair, maintain or alter any building, fixture, equipment, structure or improvement in the Permit Area except as may be permitted by this Permit or with the prior written consent of the Province;
 - (i) take all reasonable precautions to prevent and suppress fires in the Permit Area;
 - (j) not interfere with free public access through, across and upon the Permit Area, unless otherwise specified in the Management Plan Schedule;
 - (k) not interfere with or disrupt the activities and operations of other Permittee's or users in the Park;
 - (l) use and occupy the Permit Area only in accordance with the provisions of this Permit;
 - (m) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) or any archaeological or cultural artefact found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with the *Park Act* and all other applicable laws;
 - (n) not commit or allow any wilful or voluntary waste, damage or destruction in or upon the Permit Area;
 - (o) pay for or repair, as determined by the Province, any damage caused to the property of the Province by the Permittee, its employees, agents, contractors, or licensees;

- (p) upon the expiration, cancellation or termination of this Permit:
 - (i) peaceably quit and deliver up possession of the Permit Area to the Province,
 - (ii) remove all chattels and improvements of the Permittee from the Permit Area within 30 days of the expiration, cancellation or sooner termination of this Permit, unless otherwise advised in writing, by the Province,
 - (iii) deliver to the Province possession of all equipment, furnishings, fixtures, chattels and improvements owned by the Province in a state of good repair and working order, and
 - (iv) restore the Permit Area to the satisfaction of the Province;
 - (v) and to the extent necessary, this covenant will survive the expiration, cancellation or termination of this Permit; and
- (q) comply with all provisions of the schedules to this Permit.

ARTICLE VII - RIGHTS OF THE PROVINCE

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

ARTICLE VIII - NOTICE

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

ARTICLE IX - RENEWAL

- 9.01 Not later than 140 days prior to the Expiration Date, the Permittee may, by notice in writing delivered to the Province, apply to the Province for a renewal of this Permit.
- 9.02 Provided that the Permittee is not in default under this Permit and subject to the terms of the *Park Act*, the Province may renew this Permit upon the terms and conditions determined by the Province.
- 9.03 The Permittee acknowledges that nothing in this Permit obligates the Province to renew this Permit and the Province's decision in that respect is entirely within its discretion

ARTICLE X - TRANSFER

- 10.01 The Permittee must not assign, transfer, sublicense or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 10.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 10.01.

ARTICLE XI - CANCELLATION

11.01 In the event that

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

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

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

11.03 The obligation of the Permittee

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

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

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

ARTICLE XII - MISCELLANEOUS

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

12.02 Time is of the essence in this Permit.

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

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

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

ARTICLE XIII- INTERPRETATION

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

IN WITNESS WHEREOF the parties have duly executed this Permit.

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



Duly Authorized Representative

Don Cadden
Print Name

Regional Director
Print Title

June 10, 2013
Date

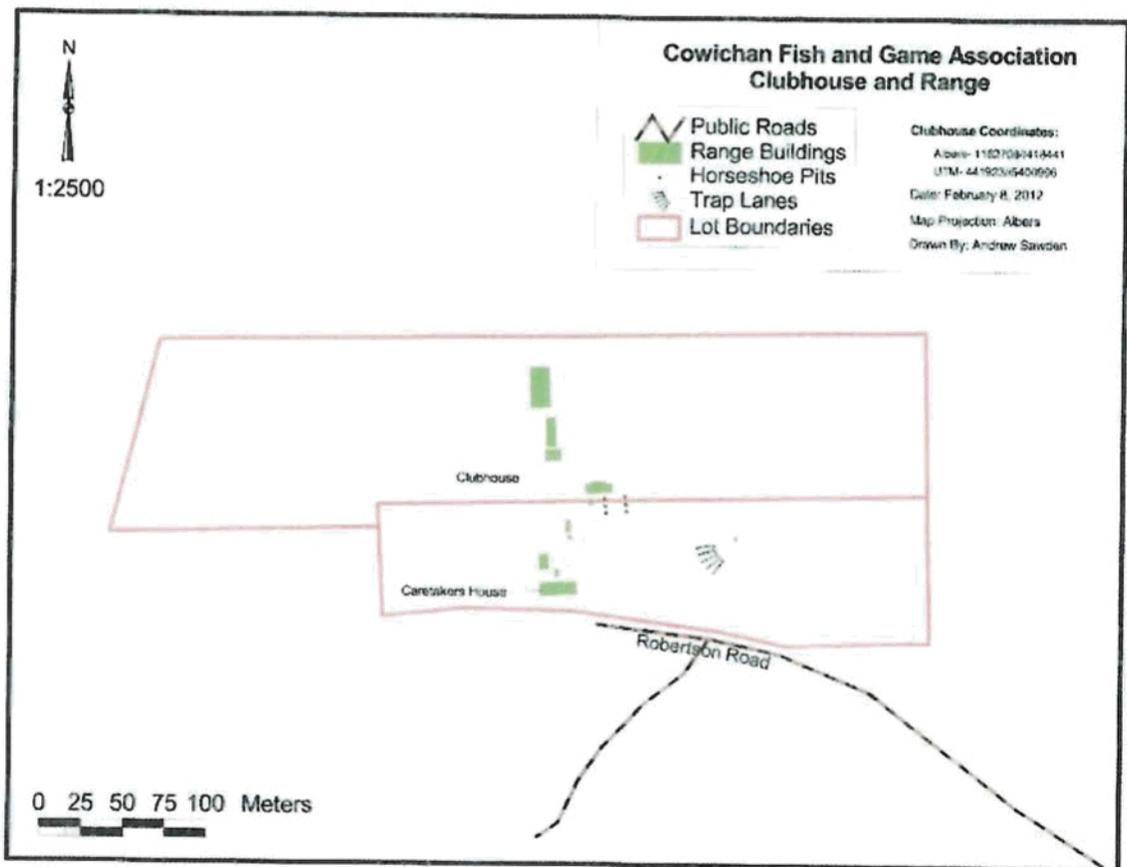
MANAGEMENT PLAN SCHEDULE

PERMIT AREA DESCRIPTION

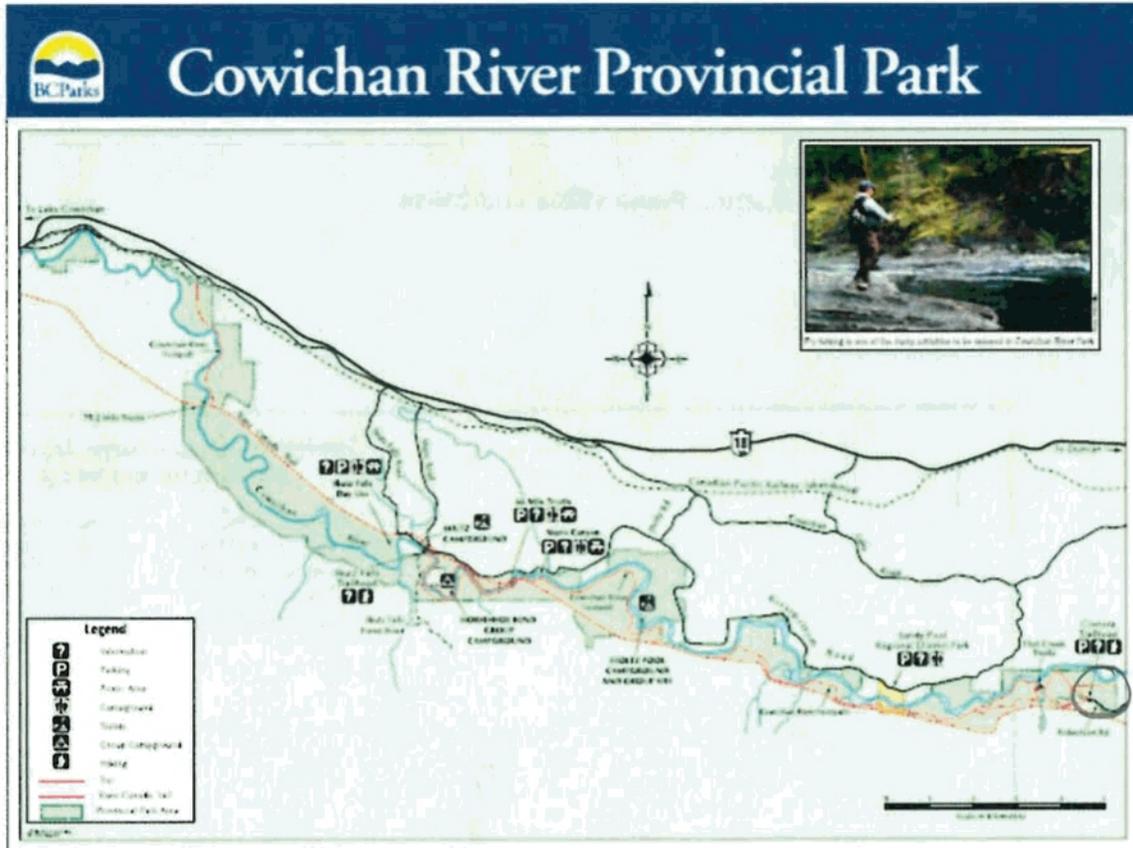
The Permittee is authorized to enter the Permit Area described below and outlined on the attached map.

**Cowichan River Provincial Park
Section 6, Range 10, Sahtlam District, Plans 19268 and 23914**

- **Permit Area Map**



Cowichan River Park



CF4A

FEE(s)

Protected Land: **Cowichan River Park**

Activities: Privately Owned Structures

Purpose: Privately owned structures - The exclusive use of structure or structures not supplied by the Province - non industrial use - without a defined adjacent area (site only). Fee charged for this purpose is for each protected land.

Fee Description: \$500 + \$50 per structure

Schedule K Ref: Part 3, Column 2, Item 1(a)

Fees:

Item	Number	Rate	Total
Minimum Fee	1	\$500.00	\$500.00
Structures	9	\$50.00	\$450.00
Sub Total (based on Fee Description above):			\$950.00

Sub Total: \$950.00

**Minimum Fee Required: \$950.00
(plus applicable taxes)**

SPECIAL PROVISIONS

1. Purpose

This Permit is issued to the Permittee for the purpose of **operating and maintaining an indoor/outdoor gun firing range, trap shooting range and holding organized events directly associated with the permitted activities.**

2. Permittee Designated Representative

The Permittee appoints the following representative to be responsible for liaison between BC Parks and the Permittee:

Name: John Vanden Dungen
Physical Address: 4295 Robertson Road, Duncan BC V9L 6S8
Mailing Address: PO Box 425 Duncan BC V9L 3X8
Telephone: 250-746-4537
Email: shotgunjohn@shaw.ca

3. BC Parks Representative(s):

Park, Protected Area or Conservancy Name	Area Supervisor	Phone	Email
Cowichan River Park	Don Closson	250-391-2319	Don.Closson@gov.bc.ca

4. Annual Operating Plan

The Permittee shall provide the Area Supervisor and **Annual Operating Plan**, including a schedule of operations, indicating events and functions, by May 1 of each year. The Area Supervisor may amend the schedule to minimize potential impacts to park values.

The Permittee shall provide this report to the Province at the following address:

Ministry of Forests, Lands and Natural Resource Operations
PASB – Park Use Permits
PO Box 9371 Stn Prov Govt
Victoria BC V8W 9M3
Fax: 250-387-1695

5. Maintenance and Inspection of Facilities

The Permittee is responsible for the maintenance, repair, and replacement of all approved facilities and structures within the Permit Area. All facilities related to the use of firearms must be maintained in the interest of public safety and meet all federal and provincial regulations. All copies of inspections of the gun range facilities by federal and/ or provincial authorities must be provided to BC Parks.

6. Discharge and Use of Firearms, Bows, and Crossbows

The Permittee shall not allow its members to discharge or handle firearms, bows, or crossbows in an unsafe manner. Firearms, bows, and crossbows shall remain locked within a member's vehicle until within the Permit Area.

7. Hours of Operation

The hours of operation (firearm discharge) for the entire facility would be 0900 hrs. to 2000 hrs. year round, light permitting for the fall and winter. (This does not apply to the indoor hand gun range).

8. Rental of Facility

The rental of firearm range facilities to non-member groups is restricted to the Royal Canadian Mounted Police, the B.C. Conservation Officer Service and BC Parks.

9. Fires

Fires are not encouraged and a total ban may be imposed from time to time. Fires must conform to the Wildfire Act and local fire ordinances.

10. Disturbance of Park Visitors

The Permittee shall ensure that activities of the Cowichan Fish and Game Club and its members do not unduly disturb other park visitors.

11. Future Rights and Limitations

The issuance of this permit does not constitute any implied future rights for operating in these areas. The Province reserves the right to limit the number of activities per season if causing environmental damage or recreational conflicts and changes may be made to this Management Plan Schedule may be made at the sole discretion of the Province.

November 27, 2002

File: 0288379

MJM COPY

Ministry of Water, Land and Air Protection
Goldstream District Office
2930 Trans Canada Hwy
Victoria BC V9B 6H6

ATTENTION: R.H.(Dick) Heath, Regional Environmental Stewardship Manager

Dear Dick Heath:

Re: Lot 1 of Section 6, Range 10, Sahtlam District, Plan 19268 and Lot 1 of
Section 6, Range 10, Sahtlam District, Plan 23914 - Cowichan Fish &
Game Association Lease

Thank you for your letter of November 1, 2002, concerning the proposal to include the above noted parcels currently held under lease by the Cowichan Fish & Game Association, within the boundaries of Cowichan River Provincial Park.

Land and Water British Columbia Inc. (LWBC) has no objection to this leased land becoming part of Cowichan River Provincial Park, provided the conditions contained in the letter dated July 2, 2002, from James Thibideau of Cowichan Fish & Game Association to Dick Heath, can be satisfied. Please proceed with the process of including this land in the park. Once the land is included in the park, please notify this office and we will terminate the Lease with the Cowichan Fish & Game Association.

Yours truly,



Neil Banera
Service Centre Director

pc: James Thibideau, President, Cowichan Fish & Game Association
Box 445, Duncan BC V6L 3X8

MJM/bb
0288379.doc



November 1, 2002

File: 233-20/LWBC
84060-40/6161

MB

Neil Banera
Regional Manager
Land and Water British Columbia
501-345 Wallace St
Nanaimo BC V9R 5B6

Dear Neil Banera:

The Cowichan Fish and Game Association currently holds a lease on two lots immediately adjacent to Cowichan River Provincial Park described as:

- Lot 1 19268 Section 6, Range 10, Sahtlam District
- Lot 1 23914 Section 6, Range 10, Sahtlam District

This 20 year lease, originating on the 20th day of November 1981, was extended for two years in November 2001, to allow time for discussions concerning the transfer of land status from British Columbia Assets and Lands Corporation to British Columbia Parks.

It was then the wish of British Columbia Parks, as it is now the wish of the Environmental Stewardship Division (ESD), to initiate the process to see the status of these lease parcels become additions to the Cowichan River Provincial Park. The rationale for this course of action is found in the 1992 Cowichan River Recreation Management Plan (enclosed) in which the ongoing acquisition of river corridor and associated strategic properties, was identified as a priority for this area. Since the park's inception in 1995, the goal of river corridor protection has been vigorously pursued with the addition of approximately seven hundred (700) ha in additional property. The leased parcels in question are considered important additions to Cowichan River Provincial Park in that they are almost entirely surrounded by existing park and lie immediately adjacent to a major trailhead for both the park and the Trans Canada Trail.

Since this issue was last visited we have received correspondence from the Cowichan Fish and Game Association (attached) expressing their support for the transfer of land status providing they were able to enter into a long term park use permit agreement with ESD. We recently met with Cowichan Tribes to discuss this proposal and see if they have any objections or concerns with this course of action. We will update you once we hear back from them.

.../2

*Row e.
- action please*

0288379

*MB
02/11/15*

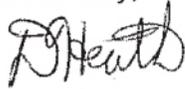


Nov. 18/02

*→ Doug Berry to coordinate field service review and draft letter for Neil's signature.
→ Mike McCammon for action R.*

If you have no objections to this proposal we would request return correspondence indicating Land and Water British Columbia is in agreement with the addition of these parcels and recommending that ESD proceed with the process of including them in the park. Please contact me should you have any questions concerning this issue.

Yours truly,



R. H. Heath, R.P.Bio., R.P.F.
Regional Environmental Stewardship Manager
Vancouver Island Region

cc: Ron Quilter, Section Head, Protected Areas
Don Closson, A/Cowichan Area Supervisor
Joe Benning, A/Malahat Area Supervisor
Keith Anderson, Senior Lands officer, LWBC

July 2nd, 2002

RECEIVED
JUL 9 4 2002
MSRM ADW/LAP

Mr. ~~Jack~~ Heath
Regional Manager,
Ministry Water, Land, and Air Protection,
Environmental Stewardship Division
2080 A Labicux Road
Nanaimo, B.C.
V9T 6J9

*Pls. copy
→ Ron Quinlan*

CVRD impact?

MINISTRY OF WATER,
LAND AND AIR PROTECTION
RECEIVED
OCT 31 2002
VANCOUVER ISLAND REGION

Dear Sir;

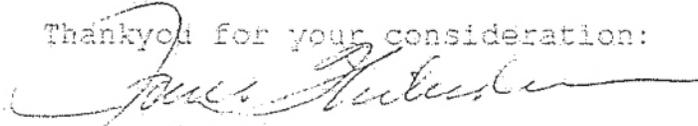
RE: B.C.A.L. Lease with Cowichan Fish and Game Association.

In reply to your request of a letter stating our position in regards to the lease that we have with B.C.A.L., I would refer you to the letter written to us from Mr. Dave Chatters, February 6, 2001, in which he was interested in adding this property to THE COWICHAN RIVER PARK. At this time we met with Mr. Chatters, to discuss the pros and cons, to our club as well as to the Parks Branch.

After further discussion amongst ourselves, we have decided that this is the best way for our club to proceed. With this in mind, We are prepared to relinquish our lease with B.C.A.L., in return for a TWENTY (20) YEAR RENEWABLE LEASE, with a LAND USE PERMIT, FOR A GUN RANGE. We would also be issuing a SUB LEASE, to Mr. THOMAS DUNCAN, our resident caretaker, for his homesite. In the discussions with Mr. Chatters, he left us with the impression that these conditions were possible. In talks with Erv Newcombe, he felt that having our caretaker on the property would also be an asset to the Parks Branch.

If we can negotiate these items, we will turn our lease over to your ministry.

Thankyou for your consideration:



James Thibideau
President Cowichan Fish and Game Association.
Box 445
Duncan, B.C. V6L 3X8

*C.R. ERV NEWCOMBE
THOMAS DUNCAN*

MINISTRY OF WATER,
LAND AND AIR PROTECTION
RECEIVED
JUL 19 2002
VANCOUVER ISLAND REGION

*XC Joe Benning
Ron Q*

Anderson, Keith LWBC:EX

From: Anderson, Keith LWBC:EX
Sent: Tuesday, June 18, 2002 3:42 PM
To: Heath, Dick WLAP:EX
Cc: Creber, Ron LWBC:EX
Subject: RE: Cowichan Fish and Game "lease"....

In reviewing the file, I don't see that LWBC had any particular objections to having this area included in the park. We did question whether the whole park however, could end up transferred to Local Government, as in the case of Bright Angel Park, in which case we may have concerns.

Rather than LWBC do a TAC, I suggest that as a first step, you write a letter to our Service Centre Director, Neil Banera, and advise that you wish to have the area included in the park, with some background information, as well as a letter from the CF&G club indicating that they have no concerns with the proposal. Then if it seems appropriate Neil will provide a letter indicating that LWBC has no objections, and recommending that BC Parks, proceed with the process of including it in the park. I believe that this can be done without further input from LWBC

please call if you would like to discuss further

Keith Anderson
Senior Land Officer
Land and Water British Columbia Inc. (LWBC)
Suite 501 - 345 Wallace Street
Nanaimo BC, V9R B6
(ph 250-741-5666) (fax 250-741-5686)
Visit website at www.lwbc.bc.ca

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

From: Heath, Dick WLAP:EX
Sent: Saturday, June 15, 2002 10:47 AM
To: Anderson, Keith LWBC:EX
Subject: FW: Cowichan Fish and Game "lease"....

Keith, I received a call from the president of Cowichan Fish and Game club expressing his desire to proceed with this initiative. Can you advise what our next step(s) should be?

Thanks,

Dick

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

From: Newcombe, Erv WLAP:EX
Sent: June 14, 2002 10:59 AM
To: Heath, Dick WLAP:EX
Cc: Quilter, Ron WLAP:EX; Chapman, Drew WLAP:EX; Morris, Jim WLAP:EX; Benning, Joe WLAP:EX
Subject: Cowichan Fish and Game "lease"....

Good Morning Dick,

I dropped off the BCAL lease for this property to your office this morning. These attachments should give some indication of the background to date, and Dave Chater's thinking at the time. I hope this is useful. Please call if there's anything further I can assist with regarding this issue.

Cheers,
Erv

<< File: Bone Cow Fish Game Club.doc >> << File: Bone-Cow Fish Game Club 2.doc >>

Anderson, Keith LWBC:EX

From: Heath, Dick WLAP:EX
Sent: Saturday, June 15, 2002 10:47 AM
To: Anderson, Keith LWBC:EX
Subject: FW: Cowichan Fish and Game "lease"....

Follow Up Flag: Follow up
Flag Status: Flagged

Keith, I received a call from the president of Cowichan Fish and Game club expressing his desire to proceed with this initiative. Can you advise what our next step(s) should be?

Thanks,

Dick

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

From: Newcombe, Erv WLAP:EX
Sent: June 14, 2002 10:59 AM
To: Heath, Dick WLAP:EX
Cc: Quilter, Ron WLAP:EX; Chapman, Drew WLAP:EX; Morris, Jim WLAP:EX; Benning, Joe WLAP:EX
Subject: Cowichan Fish and Game "lease"....

Good Morning Dick,

I dropped off the BCAL lease for this property to your office this morning. These attachments should give some indication of the background to date, and Dave Chater's thinking at the time. I hope this is useful. Please call if there's anything further I can assist with regarding this issue.

Cheers,

Erv



Bona Cow Fish Game
Club.doc



Bone-Cow Fish Game
Club 2.doc

February 6, 2001
File: 84240-15
233-20/BCAL

Jack Bone
President
Cowichan Fish and Game Club
5190 Lee Road
Duncan BC V9L 6S4

Dear Jack:

RE: COWICHAN FISH AND GAME CLUB LEASE

Thank you for the opportunity to meet with you on January 23, 2001 to discuss the future lease options for the Cowichan Fish and Game Club at your present location.

As discussed during our meeting, BC Parks would propose that the current lease the club has with British Columbia Assets and Land Corporation (BCALC) be transferred to the administration of BC Parks and placed under a long term park use permit.

As part of this proposed process, the Crown land that is currently leased by the club from BCALC would be converted to provincial park status and included in Cowichan River Provincial Park. As you are aware, the Cowichan River Provincial Park corridor as originally proposed in the 1992 Cowichan River Recreation Management Plan (see attached) is rapidly coming to realization, especially with the recent acquisition of the Weyerhaeuser lands along the river. As the Cowichan Fish and Game Club leased land is now almost entirely surrounded by provincial park and also recognizing the past (and hopefully future) positive relationship between BC Parks and the club, I believe it would be prudent to considering including the club's leased lands in the park and defining, through a park use permit, a long term "working relationship" between BC Parks and the Cowichan Fish and Game Club.

Should the club be interested in pursuing this proposal, I would be prepared to commit to maintaining the existing club and BCALC lease conditions, sign a long term park use permit of ten to twenty years (with renewal options) and also waive the payment of permit fees (provided we could structure a relationship between BC Parks and the club that would directly benefit the park).

.../2

While I can appreciate that the club may have some nervousness about changing the "landlord" at this club site, I do believe there would be real mutual benefits to both Cowichan River Provincial Park and the club with the proposed transfer of administration of the leased land and a defined working relationship that acknowledges the past forty years of stewardship by the club on the Cowichan River, but also sets the stage for a relationship well into the future that will continue to benefit the park.

As an example of a similar arrangement with a community group and BC Parks, I have enclosed an example of a park use permit BC Parks has recently signed with the Saturna Island Parks and Recreation Commission to cover the long term operation of a baseball field (which is an unusual facility within a provincial park) within Winter Cove Provincial Marine Park. Each permit is developed to suit the local conditions and situation, but this permit document should give you an idea of what our park use permit documents could look like in the case of the proposed arrangement with the Cowichan Fish & Game Club.

I understand that you may be presenting this proposal at your March 2001 executive meeting. If felt necessary, I would gladly attend this meeting and discuss and answer questions regarding this proposal.

Please feel free to call me if you have additional questions or concerns or if you would like me to attend your upcoming meeting.

Sincerely,

G. David Chater
District Manager

DC/bc

cc: Keith Anderson, Senior Land Officer, BCAL
Bob Dalziel, Director, District Operations, BC Parks
Joe Benning, Area Supervisor, Cowichan, BC Parks
Tom Anderson, Manager, Cowichan Valley Regional District

Enclosure

October 19, 2001
File: 84240-15
233-20/BCAL

Jack Bone
President
Cowichan Fish and Game Club
5190 Lee Road
Duncan BC V9L 6S4

Dear Jack:

RE: COWICHAN FISH AND GAME CLUB LEASE

Thank you again for the opportunity to meet on Tuesday October 16, 2001 with you and members of the Cowichan Fish and Game Club to discuss the possible transfer of the existing Club's Land Act lease to BC Parks administration under the Park Act. I was also pleased with the club executives' willingness to pursue this proposal following the development of additional detail around potential permit language and more consultation with club members.

Recognizing that the lease expiry date of November 20, 2001 (and this is now confirmed) is rapidly approaching thereby not allowing sufficient time to refine a more detailed proposal and conduct more consultation, BCALC is prepared to grant a two (2) year extension through a "Modification Agreement" to the existing lease and with no change to the current terms and conditions within the lease.

BCALC will be sending out this modification agreement shortly seeking signatures from the Club's signing authority. As I understand it, the signed document must be back to BCALC no later than November 16, 2001 to ensure it gets signed off by BCALC prior to the expiry of the current lease on November 20, 2001

This two (2) year extension will allow BC Parks, BCALC and the Club to pursue all the necessary steps to reach an agreement on the ongoing and long term role for the club at this site.

If you have any additional questions please feel free to contact me.

Sincerely,

G. David Chater
District Manager

DGC/dr

cc: Keith Anderson, Senior Land Officer, Land Management Division, BCALC
Joe Benning, Cowichan Area Supervisor, BC Parks, South Vancouver Island

PARK USE PERMIT

LAND USE/OCCUPANCY

This Park Use Permit No. **VI0510224** (the "Permit") is issued under the authority of the *Park Act*

Cowichan River Provincial Park
(the "Park")

FROM:

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

**Ministry of Environment
Environmental Stewardship Division
Vancouver Island Region
2080 A Labieux Rd.
Nanaimo BC V6T 6J9**

TO:

Cowichan Fish and Game Association
(the "Permittee") at the following address
**5190 Lee Rd.
Duncan BC V9L 6S4**

THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

ARTICLE I - GRANT OF PERMIT

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

ARTICLE II - DURATION

- 2.01 The duration of this Permit is for a term of **thirty-one (31) years** commencing on **May 1, 2005** (the "Commencement Date") and ending on **April 30, 2036** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

ARTICLE III - FINANCIAL

- 3.01 The Permittee must pay to the Province a fee (the "Permit Fee") of **\$1016.50** (GST included if applicable) prior to Commencement date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

ARTICLE IV - INDEMNITY

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

directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any liability arising from any independent, negligent act of the Province.

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

ARTICLE V - TRANSFER

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

ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
 - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
 - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
 - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation

areas and the conditions of this Permit respecting conduct in the permit Area;

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

ARTICLE VII - RIGHTS OF THE PROVINCE

- 7.01 The Province retains all rights in respect of the Park and Permit Area which are not expressly granted to the Permittee under this permit, including, without limitation:
- (a) the right at all times for the Province, its authorized representatives, employees, and agents to have unimpeded access over and along all portions of the Permit Area and to inspect any portions of the Permit Area;

- (b) the right at all times to construct, repair, alter and maintain buildings, equipment, structures and improvements upon the Permit Area; and
- (c) the right to grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the rights of the Permittee under this Permit.

ARTICLE VIII - NOTICE

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

ARTICLE IX - RENEWAL

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

ARTICLE X - FINANCIAL GUARANTEE

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

ARTICLE XI - MISCELLANEOUS

- 11.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.
- 11.02 Time is of the essence in this Permit.
- 11.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.
- 11.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.
- 11.05 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which result from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operation or property.

ARTICLE XII - CANCELLATION

- 12.01 In the event that
- (a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for 7 days after the giving of written notice of the default by the Province to the Permittee;
 - (b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;

- (c) the Permittee has wilfully misrepresented information:
 - (i) on the application form which led to the granting of this Permit, or
 - (ii) required to be provided under the terms and conditions of this Permit;
- (d) the Permit Area is damaged or destroyed by any cause whatsoever;
- (e) the Park is closed by the Province;
- (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
- (g) any of the Permittee's assets is seized in execution from the Permit Area;
- (h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;

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

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

12.03 The obligation of the Permittee

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

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

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

ARTICLE XIII- INTERPRETATION

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

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

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

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

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

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

IN WITNESS WHEREOF the parties have duly executed this Permit.

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

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

Duly Authorized Representative

Signature of Permittee or Authorized Signatory

Date

Date

MANAGEMENT PLAN SCHEDULE

PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Areas described below.

Cowichan River Provincial Park- Section 6, Range 10, Sahtlam District, Plans 19268 and 23914

PURPOSE

This Permit is issued for the purpose of **Land Use/Occupancy to operate the Cowichan Fish and Game Association as described in the application dated September 30th 2004.**

FEE SCHEDULE

Privately-owned structures (site only)\$535.00
per Park and Recreation Area Regulation Schedule K, Part 3, Item 1 (a)

Nine (9) structures.....\$481.50
\$50.00 per structure per year per Park and Recreation Area Regulation Schedule K, Part 3, Item 1 (a)

TOTAL PERMIT FEE **\$1,016.50**

SPECIAL PROVISIONS

Designated Representative

The Permittee appoints the following representative to be responsible for liaison between BC Parks and the Permittee.

Jack Bone
Telephone: 250-748-2104
Fax: 250-748-2104
Email: jnbone@shaw.ca

Area Supervisor

The Permittee shall contact the Area Supervisor 30 days prior to the beginning of each operating season. The Permittee shall provide the Area Supervisor with the schedule of operations. The Area Supervisor may amend the schedule to minimize environmental impacts.

Park Name	Area Supervisor	Phone
Cowichan River Provincial Park	Don Closson	250 391-2319

Maintenance of Facilities

The permittee is responsible for the maintenance, repair, and replacement of all approved facilities and structures within the Permit Area. All facilities related to the use of firearms must be maintained in the interest of public safety and must be inspected by a Provincial Firearms Officer. Any upgrades or improvements to existing facilities must be approved by the Area Supervisor.

Permanent Structures Prohibited

No new permanent structures or improvements of any description shall be constructed or installed on or within the Permit Area unless approved by the Area Supervisor.

Discharge and Use of Firearms, Bows, and Crossbows

The permittee shall not allow its members to discharge or handle firearms, bows, or crossbows in an unsafe manner. Firearms, bows, and crossbows shall remain locked within a member's vehicle until within the Permit Area. With the exception of the Permit Area there shall be no discharge or possession of firearms, bows, or crossbows in Cowichan River Provincial Park by the Permittee or its members.

Clean Up

Upon the expiration of the permit the Permittee shall ensure the permit area is cleaned to the approval of the Area Supervisor.

Storage of Equipment

The Permittee may store equipment related to the actions of the Cowichan Fish and Game Club in the Permit Area. All members' equipment and supplies must be removed from the Permit Area at the time of departure from the individual Permit Area or at the end of each day.

Events and Functions

The Permittee may hold functions as outlined in the permit application; however, the Area Supervisor must be notified prior to such an event. This permit does not allow events to be held in any other area of the park other than the defined Permit Area.

Fires

Fires are not encouraged and a total ban may be imposed from time to time, fires must be contained within a metal "fire ring" suitable to the Area Supervisor. Fires must be extinguished and all traces removed at the end of each day.

No Consumptive Use

There shall be no consumptive use of plants, marine life or animals by the Permittee, its employees or its members. There is no hunting permitted within Cowichan River Provincial Park.

Disturbance of Park Visitors

The Permittee shall ensure that activities of the Cowichan Fish and Game club and its members do not unduly disturb other Park Visitors.

Future Rights and Limitations

The issuance of this permit does not constitute any implied future rights for operating in these areas. The Province reserves the right to limit the number of activities per season if causing environmental damage or recreational conflicts and changes may be made to this Management Plan Schedule may be made at the sole discretion of the Province.

Annual Report

The Permittee shall:

- a) Prepare an annual report during the Permit Term;
- b) Submit the report, to the Area Supervisor and the Permit Authorization Service Bureau, Ministry of Environment, PO Box 9371, Stn Prov. Govt, Victoria BC, V8W 9M3 by November 30th for each Operating Season of the term of the permit

INSURANCE SCHEDULE

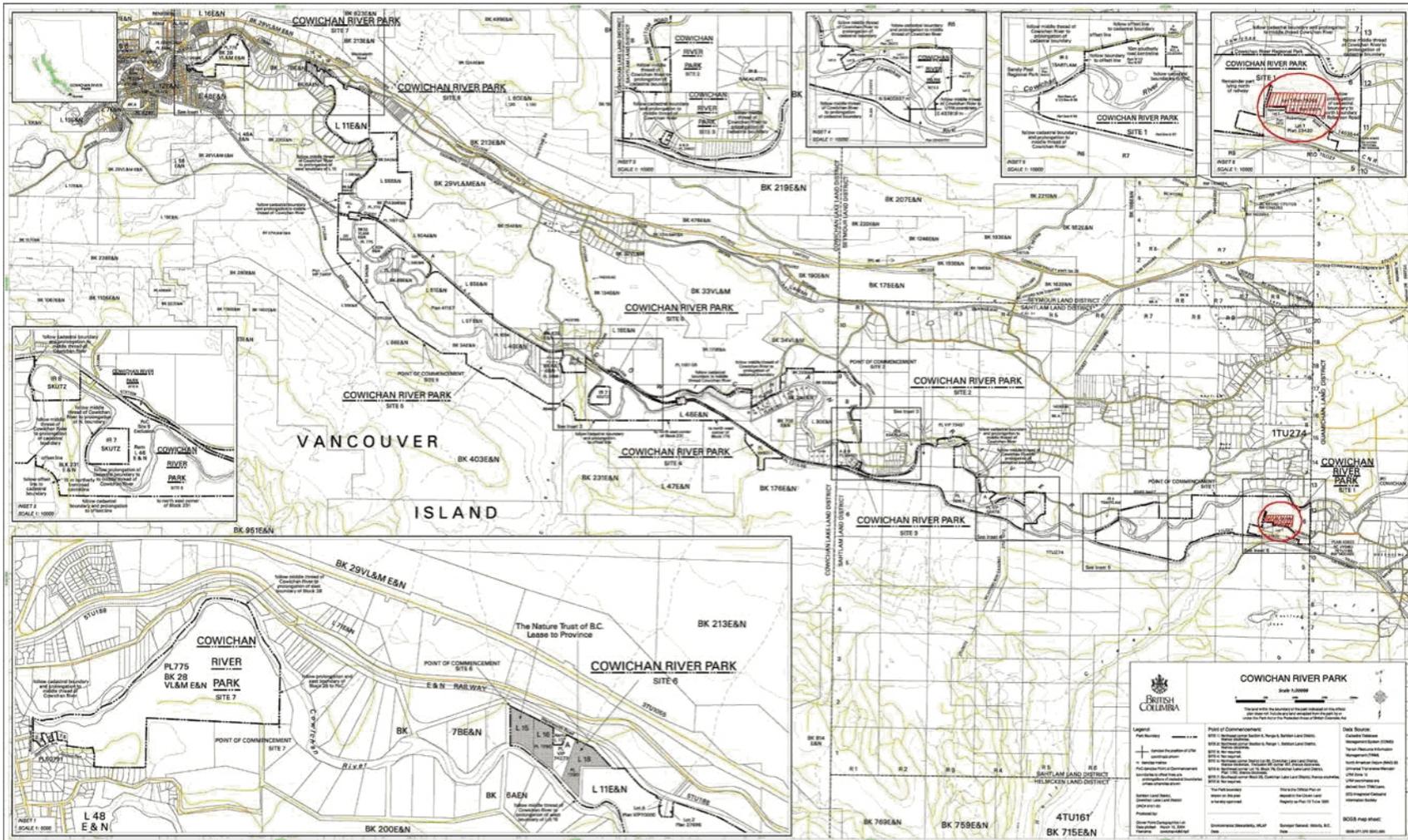
- 1.1 The Permittee will, during the term of this Permit, maintain and pay for, with insurers licensed in British Columbia, the following insurance:

Comprehensive General Liability Insurance in an amount not less than \$2,000,000.00 inclusive per occurrence against personal injury, property damage and liability assumed under contract. The Province is to be added as an additional insured under this policy and policy must include a cross liability clause.

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

FINANCIAL GUARANTEE SCHEDULE

- 1.1 On or before the Commencement Date, the Permittee will deliver to the Province security (the "Financial Guarantee") in a form satisfactory to the Province in the amount of \$5,000.00.
- 1.2 The Province may claim or draw down the Financial Guarantee to pay
 - (a) the Permit Fee and any other money payable by the Permittee to the Province under this Permit; and
 - (b) all costs incurred or expenses assumed by the Province as a result of the Permittee's failure to fulfil any of its obligations under this Permit.
- 1.3 The Province, acting reasonably, may from time to time by notice in writing to the Permittee require the Permittee to increase the amount of the Financial Guarantee to an amount that the Province considers is needed to satisfy the Permittee's obligations under this Permit, and the Permittee will, within 30 days of receiving the notice, deliver to the Province proof that the amount of the Financial Guarantee has been increased accordingly.
- 1.4 If at any time the Financial Guarantee is claimed or drawn down by the Province, the Permittee will immediately deliver to the Province proof that the Financial Guarantee has been replenished by the Permittee to the amount required by this schedule.
- 1.5 At such time as the Province certifies in writing that the obligations of the Permittee under this Permit have been fulfilled to the satisfaction of the Province, the Province will return to the Permittee the Financial Guarantee, less any amounts claimed or drawn down by the Province under section 1.2.



Cowichan River Provincial Park

Cowichan Fish and Game Association
 Permit Area (Map 1)
 Permit# VI0510224

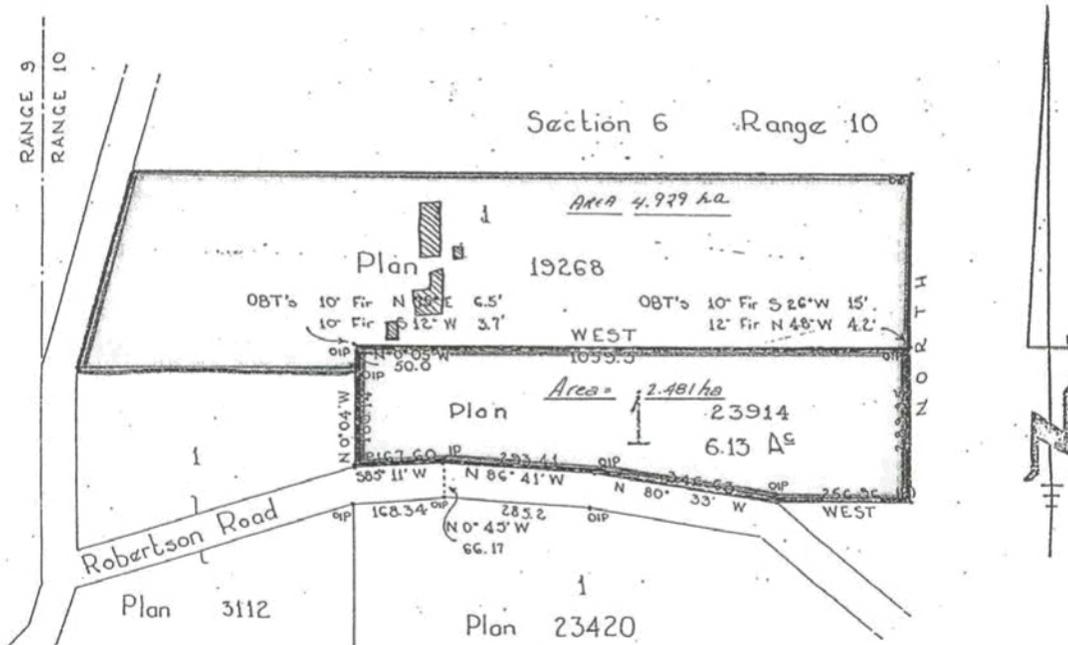
Permit Area Defined by  (see inset 6)

LEGAL DESCRIPTION SCHEDULE

Lot 1 of Section 6, Range 10, Sahtlam District, Plans 19268 and 23914, shown outlined on sketch below, containing 7.41 hectares.

SAHTLAM DISTRICT

SCALE : 1 INCH = 200 FEET



Cowichan River Provincial Park
 Cowichan Fish and Game Association
 Permit Area (Map 2)
 Permit# VI0510224

05/03

COWICHAN FISH & GAME ASSOCIATION

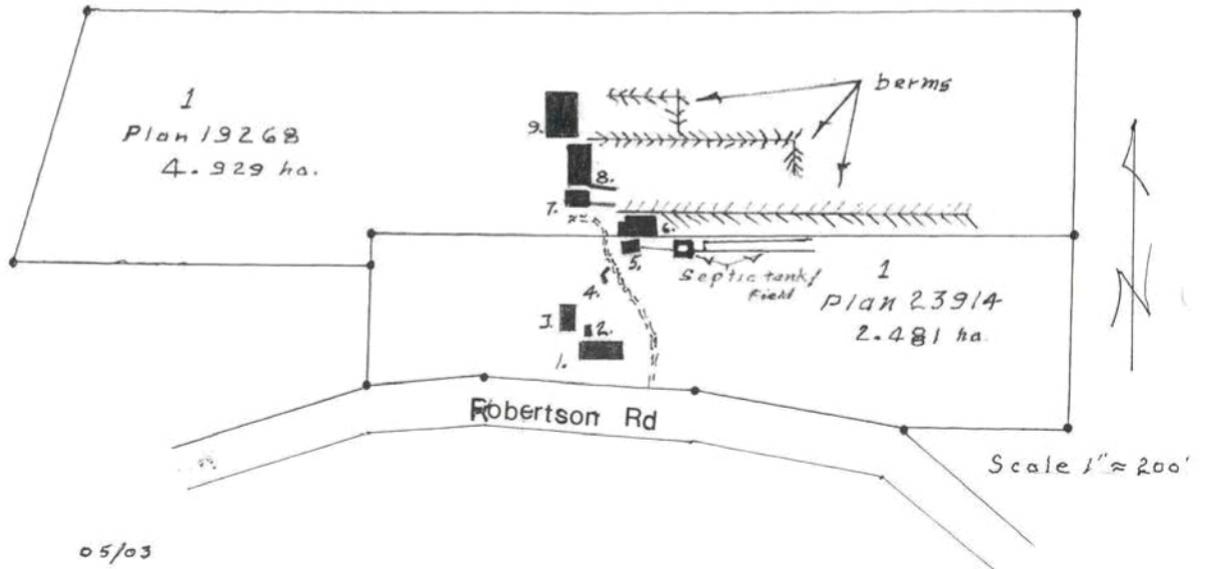
Location of buildings and structures at March 2005.

1. Caretakers residence (28' x 22')
2. Caretakers small workshop (12' x 15')
3. Caretakers large workshop/storage (26' x 33')
4. Cowichan River Footpath entrance, information shelter and cairns honoring George Brown and Roland Brown.
5. Washhouse – two toilets and shower (16'4"x 8'3")
6. Founders Hall (the Gazebo) (o.a. 56' x 24') including storage shelter on north side and store room on westerly side.
7. Clubhouse (32'x24')with 33' safety wall extending easterly from south wall
8. 100m/200m range shooting shed (28'x64')
9. Indoor shooting range (24' x 76') with attached 50 m shooting shed and target (etc.) storage shed (15'6" x82').

Note that within the past seven years all buildings have been remodeled and/or reroofed as required. As well, all shooting facilities have been brought up to Federal Firearms Act standards and have been inspected and certified.

COWICHAN FISH & GAME ASSOCIATION

Sahtlam District Section 6 Range 10



Cowichan River Provincial Park
Cowichan Fish and Game Association
Permit Area (Map 3)
Permit# VI0510224



March 4, 2006

File: VI0510224/85700

Cowichan Fish and Game Association
5190 Lee Road
Duncan BC V9L 6S4

Attn: Jack Bone

**Re: Park Use Permit VI0510224
Cowichan River Provincial Park**

Dear Mr. Bone:

Please find enclosed two copies of Park Use Permit VI0510224, for recreational activities and structures in Cowichan River Provincial Park, for the term November 20, 2004 to November 19, 2034.

Carefully review and sign BOTH copies, and mail BOTH copies back to our Victoria office along with:

- \$5,997.36 for the 2004/05 and 2005/06 annual permit fees (Invoices VI001012, VI001013 enclosed);
- Proof of required insurance on the enclosed form. This permit requires you to hold a minimum of \$2,000,000 inclusive per occurrence of Comprehensive General Liability insurance, with the Province added as an additional insured and a cross-liability clause. Only the *Province of BC Certificate of Insurance* form can be accepted, and it must be completed and signed by your insurance broker. Refer to Article IV of the permit for complete insurance requirements;
- \$5,000 financial guarantee, per Article X of the permit.

Upon receipt of both signed permits, fees, valid proof of insurance, and the financial guarantee, we will validate this permit and return one original signed permit to you for your records. No activity authorized by this permit may occur without a valid permit.

If you have any questions or concerns regarding the above, please call our office toll-free within BC at 1-866-433-7272 (outside BC call 250-952-0932).

Sincerely,

Janet Steinbach
A/Unit Head, Park Use Permits

Enclosures

**Ministry of
Environment**

Permit Authorization Service Bureau
Park Use Permits 4th fl, 2975 Jutland Rd
PO Box 9371 Stn Prov Gov
Victoria BC V8W 9M3
1-866-433-7272 Toll Free in B.C.
250-952-0932 Locally & Outside B.C.

Facsimile: (250) 387-0922



June 6, 2006

File: VI0510224/85700

Cowichan Fish and Game Association
5190 Lee Road
Duncan BC V9L 6S4

Attn: Jack Bone

**Re: Park Use Permit VI0510224
Cowichan River Provincial Park**

Dear Jack Bone:

Please find enclosed two copies of Park Use Permit VI0510224 for the purpose of operating the Cowichan Fish and Game Association within Cowichan River Provincial Park for the term May 1, 2005 to April 30, 2036.

Carefully review and sign BOTH copies of your permit, and mail BOTH copies back to our Victoria office along with:

- **\$1, 016.50** (Invoice VI001013) for your 2005/2006 annual permit fee
- **\$1,016.50** for your 2006/2007 annual permit fee
- **Proof of required insurance** on the enclosed form. This permit requires you to hold a minimum of **\$2,000,000 inclusive per occurrence of Comprehensive General Liability**, with the Province added as an additional insured and a cross liability clause. **Only the *Province of BC Certificate of Insurance* form can be accepted, and it must be completed and signed by your insurance broker.**
- \$5,000.00 Financial Guarantee (please see schedule attached to permit)

Please also find enclosed an Annual Visitor Report form which should be completed and returned to our Victoria office by or before November 30th of each year for the term of your permit. This form may be photocopied for future use.

Please submit all of the above requirements at your earliest convenience and no later than 30 days from the date of this letter. Upon receipt of BOTH signed permits, fees, required valid insurance and your Financial Guarantee, we will validate this permit and return one original signed permit to you for your records. No activity authorized by this permit may occur without a valid permit.

.../2

- 2 -

If you have any questions or concerns regarding the above, please call our office toll-free within BC at 1-866-433-7272 (outside BC call 250-952-0932).

Sincerely,

Kelsey Selbee
Permit Officer, Park Use Permits

Enclosures



September 12, 2006

File: VI0510224/85700

Cowichan Fish and Game Association
5190 Lee Road
Duncan BC V9L 6S4

Attn: Jack Bone

Re: Park Use Permit VI0510224
Cowichan River Provincial Park

Dear Jack Bone:

On June 6, 2006 you were sent two copies of Park Use Permit VI0510224 for the purpose of operating the Cowichan Fish and Game Association within Cowichan River Provincial Park for the term May 1, 2005 to April 30, 2036. It was requested that you submit two signed copies of your permit, 2005/2006 and 2006/2007 annual permit fees, proof of insurance and a financial guarantee; to date we have not received these items.

Please submit to our Victoria office:

- **BOTH signed copies of your Park Use permit VI0510224**
- **\$1,016.50** for your 2005/2006 annual permit fee (Invoice VI001013)
- **\$1,016.50** for your 2006/2007 annual permit fee
- **Proof of required insurance on the enclosed form.** This permit requires you to hold a minimum of **\$2,000,000 per occurrence of Comprehensive General Liability**, with the Province added as an additional insured and a cross liability clause. **Only the Province of BC Certificate of Insurance form can be accepted, and it must be completed and signed by your insurance broker.**
- **\$5,000.00 financial guarantee** (please see schedule attached to permit)

Please submit the above requirements as soon as possible. Upon receipt of your signed permits, permit fees, proof of insurance and financial guarantee, we will validate your permit and return one original signed permit to you for your records. No activity authorized by Park Use Permit VI0510224 may take place without a valid permit.

.../2

- 2 -

If you have any questions or concerns regarding the above, please call our office toll-free within BC at 1-866-433-7272 (outside BC call 250-952-0932).

Sincerely,

Kelsey Selbee
Permit Officer, Park Use Permits

Enclosures



March 26, 2007

File: VI0510224/85700

Cowichan Fish and Game Association

s.22

Attn: Mike Flatt

**Re: Park Use Permit VI0510224
Cowichan River Provincial Park**

Dear Mike Flatt:

Please find enclosed your validated copy of Park Use Permit VI0510224, for the purpose of recreational structures and activities within Cowichan River Provincial Park, for the term May 1, 2005 to April 30, 2036.

Please also find enclosed Receipts for Invoices VI001013 and VI001212 for your 2005/06 and 2006/07 annual permit fee.

If you have any questions or concerns regarding the above, please call our office toll-free within BC at 1-866-433-7272 (outside BC call 250-952-0932).

Sincerely,

Kelsey Selbee
Permit Officer, Park Use Permits

Enclosures

Ministry of Environment	Permit Authorization Service Bureau	Mailing Address	Locally & Outside of BC 250-952-0932
	Park Use Permits	PO Box 9371	Toll Free: in BC 1-866-433-7272
		Stn Prov Govt	Facsimile: 250-387-0922
		Victoria BC V8W 9M3	Website: gov.bc.ca/env



January 18, 2007

File: VI0510224/85700

Cowichan Fish and Game Association
5190 Lee Road
Duncan BC V9L 6S4

Attn: Tom Duncan

**Re: Park Use Permit VI0510224
Cowichan River Provincial Park**

Dear Tom Duncan:

Please find enclosed two copies of Park Use Permit VI0510224 for the purpose of land use/occupancy to operate the Cowichan Fish and Game Association within Cowichan River Provincial Park for the term May 1, 2005 to April 30, 2036. As the two original copies of this permit sent on September 12, 2006 were misplaced, please carefully review and sign BOTH copies of the enclosed permit. Please submit BOTH signed copies to our Victoria office at:

Ministry of Environment
PASB – Park Use Permits
2975 Jutland Rd.
PO Box 9371 Stn Prov Govt
Victoria BC V8W 9M3

Please also submit to our Victoria office:

- **Proof of required insurance on the enclosed form.** This permit requires you to hold a minimum of **\$2,000,000 per occurrence of Comprehensive General Liability**, with the Province added as an additional insured and a cross liability clause. **Only the Province of BC Certificate of Insurance form can be accepted, and it must be completed and signed by your insurance broker.**

.../2

Ministry of Environment	Permit Authorization Service Bureau Park Use Permits	Mailing Address PO Box 9371 Stn Prov Govt Victoria BC V8W 9M3	Locally & Outside of BC 250-952-0932 Toll Free: in BC 1-866-433-7272 Facsimile: 250-387-0922 Website: gov.bc.ca/env
-------------------------	---	--	---

- **\$5,000.00 Financial Guarantee.** Please see attached list of acceptable and unacceptable forms of Financial Guarantees.

Please note that we have received your cheque in the amount of \$2,033.00 which was submitted to our office as payment of your 2005/2006 and 2006/2007 annual permit fee. We will hold this cheque on file until we received two copies of your signed permit as we are unable to process payments until Park Use Permit VI0510224 has been signed and validated.

Please submit the above requirements as soon as possible. Upon receipt of your signed permits, proof of insurance and financial guarantee, we will validate your permit and return one original signed permit to you for your records. No activity authorized by this permit may take place without a valid permit.

If you have any questions or concerns regarding the above, please call our office toll-free within BC at 1-866-433-7272 (outside BC call 250-952-0932).

Sincerely,

Kelsey Selbee
Permit Officer, Park Use Permits

Enclosures

Types of Acceptable and Unacceptable Financial Guarantees

The following are acceptable forms of financial guarantees:

- **Short term deposits** registered in the name of the Minister of Finance (for principal only), issued by a financial institution (chartered bank, trust company or credit union), that are redeemable at par value before maturity and are set up for automatic renewal;
- **Marketable bonds or treasury bills** in fully registered form issued and/or guaranteed by the Government of Canada or the government of any province of Canada with a maturity date of not longer than three years (if the marketable bond or treasury bill **cannot** be registered in the name of the Minister of Finance, a "*Power of Attorney to Transfer Securities*" must be executed in favour of the Province);
- **Irrevocable letters of credit** with a termination date beyond the term of the permit, issued by a financial institution, payable to the Minister of Finance;
- **Bank drafts** issued by a financial institution, payable to the Minister of Finance;
- **Certified cheques** issued by a financial institution, payable to the Minister of Finance;
- **Money orders** issued by a financial institution or **postal money orders** issued by Canada Post Corporation, payable to the Minister of Finance;
- **Cash**; and
- **Performance bond** issued by a bonding company registered to do business in British Columbia under the *Insurance Act*. (This type of financial guarantee is rarely used with the permit program but may be acceptable in specific situations i.e. the guarantee to remove facilities/restoration of land.)

Note: The Province pays no interest on any of the above

The following are unacceptable types of financial guarantees:

- **Bearer bonds and notes** (these negotiable securities are not registered and thus present a security concern to the Environmental Stewardship Division);
- **Canada Savings Bonds** (as these bonds cannot be assigned there is no authority to redeem a bond held for a financial guarantee);
- **Assignable bonds and notes** where not accompanied by a power of attorney (without a power of attorney to transfer securities, there is no authority to redeem this form of security); and
- **Personal uncertified cheques.**
- **Visa or Mastercard**



June 11, 2007

File: VI0510224/85700

Cowichan Fish and Game Association
5190 Lee Road
Duncan BC V9L 6S4

Attn: Jack Bone

**Re: Park Use Permit VI0510224
Cowichan River Provincial Park**

Dear Jack Bone:

Please find enclosed Invoice VI001248 for the 2007/08 annual permit fee for Park Use Permit VI0510224 for the purpose of recreational structures and activities within Cowichan River Provincial Park.

As well, Park Use Permit VI0510224 requires the permittee to prepare an annual report on activities during the permit term and submit it by November 30th for each operating season. Please submit the 2006 report to our Victoria office as soon as possible and we will forward it on to the Vancouver Island Regional Office.

If you have any questions or concerns regarding the above, please call our office toll-free within BC at 1-866-433-7272 (outside BC call 250-952-0932).

Sincerely,

Kelsey Selbee
Permit Officer, Park Use Permits

Enclosures

Ministry of Environment	Permit Authorization Service Bureau	Mailing Address	Locally & Outside of BC 250-952-0932
	Park Use Permits	PO Box 9371	Toll Free: in BC 1-866-433-7272
		Stn Prov Govt	Facsimile: 250-387-0922
		Victoria BC V8W 9M3	Website: gov.bc.ca/env

PARK USE PERMIT

LAND USE/OCCUPANCY

This Park Use Permit No. **VI0510224** (the "Permit") is issued under the authority of the *Park Act*

Cowichan River Provincial Park
(the "Park")

FROM:

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

**Ministry of Environment
Environmental Stewardship Division
Vancouver Island Region
2080 A Labieux Rd.
Nanaimo BC V6T 6J9**

TO:

Cowichan Fish and Game Association
(the "Permittee") at the following address
**5190 Lee Rd.
Duncan BC V9L 6S4**

THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

ARTICLE I - GRANT OF PERMIT

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

ARTICLE II - DURATION

- 2.01 The duration of this Permit is for a term of **thirty-one (31) years** commencing on **May 1, 2005** (the "Commencement Date") and ending on **April 30, 2036** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

ARTICLE III - FINANCIAL

- 3.01 The Permittee must pay to the Province a fee (the "Permit Fee") of **\$1016.50** (GST included if applicable) prior to Commencement date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

ARTICLE IV - INDEMNITY

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

directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any liability arising from any independent, negligent act of the Province.

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

ARTICLE V - TRANSFER

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

ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
 - (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
 - (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
 - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation

areas and the conditions of this Permit respecting conduct in the permit Area;

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

ARTICLE VII - RIGHTS OF THE PROVINCE

- 7.01 The Province retains all rights in respect of the Park and Permit Area which are not expressly granted to the Permittee under this permit, including, without limitation:
- (a) the right at all times for the Province, its authorized representatives, employees, and agents to have unimpeded access over and along all portions of the Permit Area and to inspect any portions of the Permit Area;

- (b) the right at all times to construct, repair, alter and maintain buildings, equipment, structures and improvements upon the Permit Area; and
- (c) the right to grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the rights of the Permittee under this Permit.

ARTICLE VIII - NOTICE

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

ARTICLE IX - RENEWAL

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

ARTICLE X - FINANCIAL GUARANTEE

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

ARTICLE XI - MISCELLANEOUS

- 11.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.
- 11.02 Time is of the essence in this Permit.
- 11.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.
- 11.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.
- 11.05 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which result from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operation or property.

ARTICLE XII - CANCELLATION

- 12.01 In the event that
- (a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for 7 days after the giving of written notice of the default by the Province to the Permittee;
 - (b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;

- (c) the Permittee has wilfully misrepresented information:
 - (i) on the application form which led to the granting of this Permit, or
 - (ii) required to be provided under the terms and conditions of this Permit;
- (d) the Permit Area is damaged or destroyed by any cause whatsoever;
- (e) the Park is closed by the Province;
- (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
- (g) any of the Permittee's assets is seized in execution from the Permit Area;
- (h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;

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

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

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

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

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

ARTICLE XIII- INTERPRETATION

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

IN WITNESS WHEREOF the parties have duly executed this Permit.

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

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

Duly Authorized Representative

Signature of Permittee or Authorized Signatory

Date

Date

MANAGEMENT PLAN SCHEDULE

PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Areas described below.

Cowichan River Provincial Park- Section 6, Range 10, Sahtlam District, Plans 19268 and 23914

PURPOSE

This Permit is issued for the purpose of **Land Use/Occupancy to operate the Cowichan Fish and Game Association as described in the application dated September 30th 2004.**

FEE SCHEDULE

Privately-owned structures (site only)\$535.00
per Park and Recreation Area Regulation Schedule K, Part 3, Item 1 (a)

Nine (9) structures.....\$481.50
\$50.00 per structure per year per Park and Recreation Area Regulation Schedule K, Part 3, Item 1 (a)

TOTAL PERMIT FEE **\$1,016.50**

SPECIAL PROVISIONS

Designated Representative

The Permittee appoints the following representative to be responsible for liaison between BC Parks and the Permittee.

Jack Bone
Telephone: 250-748-2104
Fax: 250-748-2104
Email: jnbone@shaw.ca

Area Supervisor

The Permittee shall contact the Area Supervisor 30 days prior to the beginning of each operating season. The Permittee shall provide the Area Supervisor with the schedule of operations. The Area Supervisor may amend the schedule to minimize environmental impacts.

Park Name	Area Supervisor	Phone
Cowichan River Provincial Park	Don Closson	250 391-2319

Maintenance of Facilities

The permittee is responsible for the maintenance, repair, and replacement of all approved facilities and structures within the Permit Area. All facilities related to the use of firearms must be maintained in the interest of public safety and must be inspected by a Provincial Firearms Officer. Any upgrades or improvements to existing facilities must be approved by the Area Supervisor.

Permanent Structures Prohibited

No new permanent structures or improvements of any description shall be constructed or installed on or within the Permit Area unless approved by the Area Supervisor.

Discharge and Use of Firearms, Bows, and Crossbows

The permittee shall not allow its members to discharge or handle firearms, bows, or crossbows in an unsafe manner. Firearms, bows, and crossbows shall remain locked within a member's vehicle until within the Permit Area. With the exception of the Permit Area there shall be no discharge or possession of firearms, bows, or crossbows in Cowichan River Provincial Park by the Permittee or its members.

Clean Up

Upon the expiration of the permit the Permittee shall ensure the permit area is cleaned to the approval of the Area Supervisor.

Storage of Equipment

The Permittee may store equipment related to the actions of the Cowichan Fish and Game Club in the Permit Area. All members' equipment and supplies must be removed from the Permit Area at the time of departure from the individual Permit Area or at the end of each day.

Events and Functions

The Permittee may hold functions as outlined in the permit application; however, the Area Supervisor must be notified prior to such an event. This permit does not allow events to be held in any other area of the park other than the defined Permit Area.

Fires

Fires are not encouraged and a total ban may be imposed from time to time, fires must be contained within a metal "fire ring" suitable to the Area Supervisor. Fires must be extinguished and all traces removed at the end of each day.

No Consumptive Use

There shall be no consumptive use of plants, marine life or animals by the Permittee, its employees or its members. There is no hunting permitted within Cowichan River Provincial Park.

Disturbance of Park Visitors

The Permittee shall ensure that activities of the Cowichan Fish and Game club and its members do not unduly disturb other Park Visitors.

Future Rights and Limitations

The issuance of this permit does not constitute any implied future rights for operating in these areas. The Province reserves the right to limit the number of activities per season if causing environmental damage or recreational conflicts and changes may be made to this Management Plan Schedule may be made at the sole discretion of the Province.

Annual Report

The Permittee shall:

- a) Prepare an annual report during the Permit Term;
- b) Submit the report, to the Area Supervisor and the Permit Authorization Service Bureau, Ministry of Environment, PO Box 9371, Stn Prov. Govt, Victoria BC, V8W 9M3 by November 30th for each Operating Season of the term of the permit

INSURANCE SCHEDULE

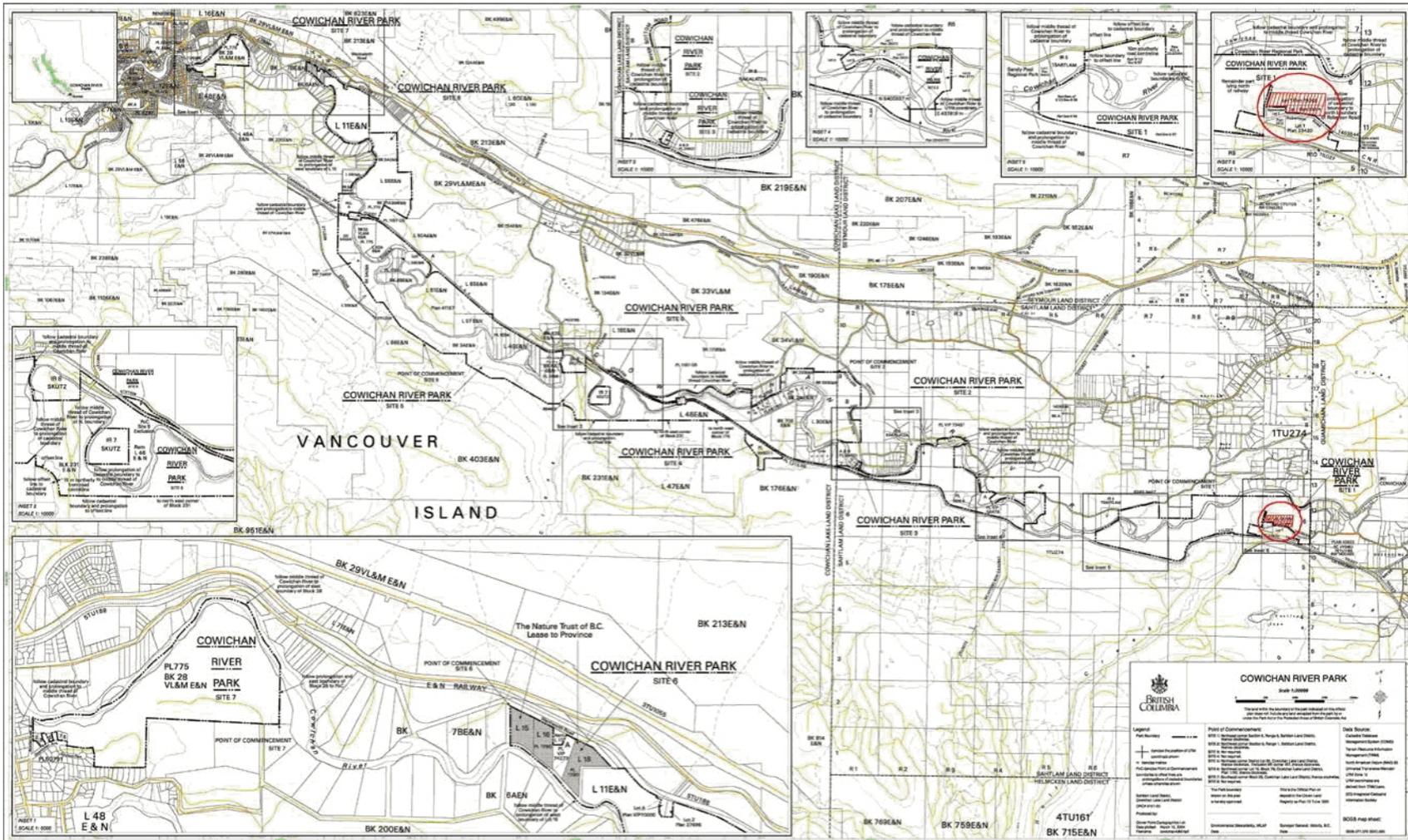
- 1.1 The Permittee will, during the term of this Permit, maintain and pay for, with insurers licensed in British Columbia, the following insurance:

Comprehensive General Liability Insurance in an amount not less than \$2,000,000.00 inclusive per occurrence against personal injury, property damage and liability assumed under contract. The Province is to be added as an additional insured under this policy and policy must include a cross liability clause.

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

FINANCIAL GUARANTEE SCHEDULE

- 1.1 On or before the Commencement Date, the Permittee will deliver to the Province security (the "Financial Guarantee") in a form satisfactory to the Province in the amount of \$5,000.00.
- 1.2 The Province may claim or draw down the Financial Guarantee to pay
 - (a) the Permit Fee and any other money payable by the Permittee to the Province under this Permit; and
 - (b) all costs incurred or expenses assumed by the Province as a result of the Permittee's failure to fulfil any of its obligations under this Permit.
- 1.3 The Province, acting reasonably, may from time to time by notice in writing to the Permittee require the Permittee to increase the amount of the Financial Guarantee to an amount that the Province considers is needed to satisfy the Permittee's obligations under this Permit, and the Permittee will, within 30 days of receiving the notice, deliver to the Province proof that the amount of the Financial Guarantee has been increased accordingly.
- 1.4 If at any time the Financial Guarantee is claimed or drawn down by the Province, the Permittee will immediately deliver to the Province proof that the Financial Guarantee has been replenished by the Permittee to the amount required by this schedule.
- 1.5 At such time as the Province certifies in writing that the obligations of the Permittee under this Permit have been fulfilled to the satisfaction of the Province, the Province will return to the Permittee the Financial Guarantee, less any amounts claimed or drawn down by the Province under section 1.2.



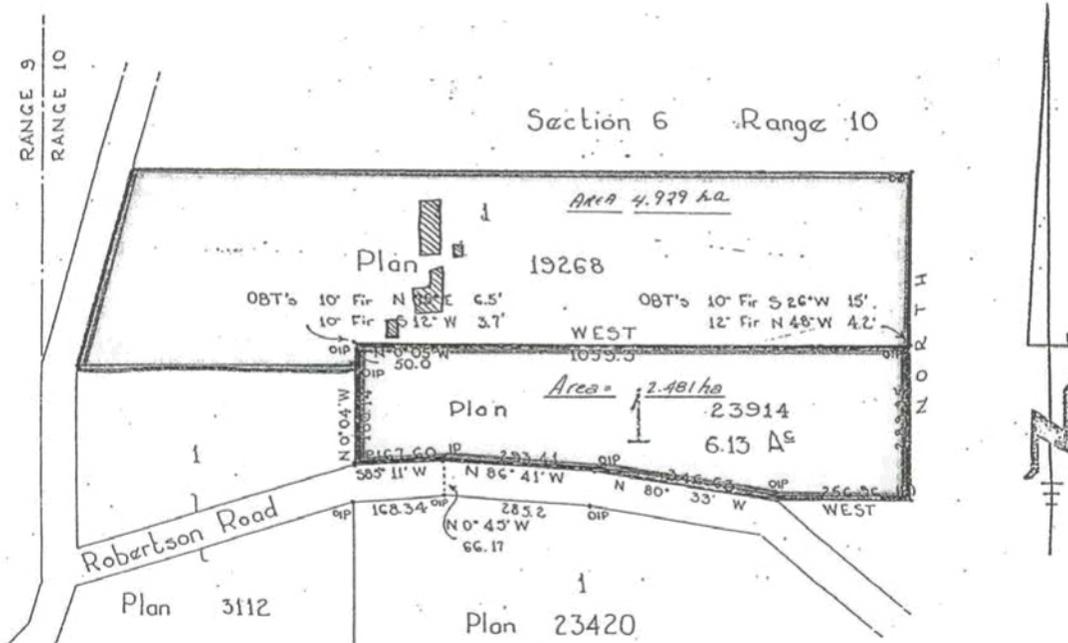
Cowichan River Provincial Park
 Cowichan Fish and Game Association
 Permit Area (Map 1)
 Permit# VI0510224
 Permit Area Defined by  (see inset 6)

LEGAL DESCRIPTION SCHEDULE

Lot 1 of Section 6, Range 10, Sahtlam District, Plans 19268 and 23914, shown outlined on sketch below, containing 7.41 hectares.

SAHTLAM DISTRICT

SCALE : 1 INCH = 200 FEET



Cowichan River Provincial Park
 Cowichan Fish and Game Association
 Permit Area (Map 2)
 Permit# VI0510224

05/03

COWICHAN FISH & GAME ASSOCIATION

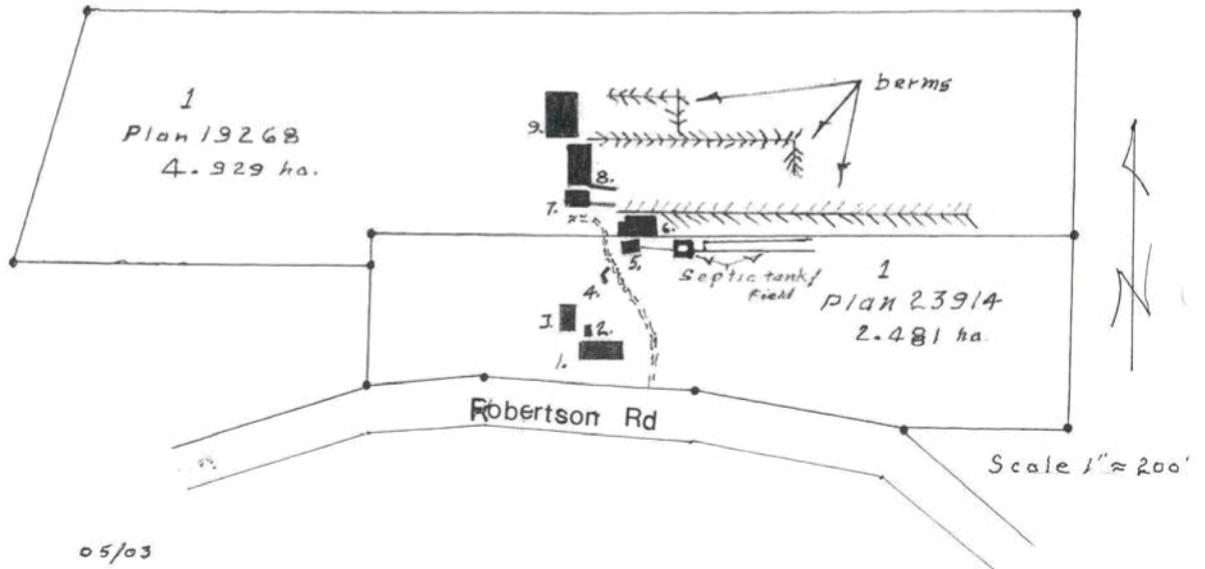
Location of buildings and structures at March 2005.

1. Caretakers residence (28' x 22')
2. Caretakers small workshop (12' x 15')
3. Caretakers large workshop/storage (26' x 33')
4. Cowichan River Footpath entrance, information shelter and cairns honoring George Brown and Roland Brown.
5. Washhouse – two toilets and shower (16'4"x 8'3")
6. Founders Hall (the Gazebo) (o.a. 56' x 24') including storage shelter on north side and store room on westerly side.
7. Clubhouse (32'x24')with 33' safety wall extending easterly from south wall
8. 100m/200m range shooting shed (28'x64')
9. Indoor shooting range (24' x 76') with attached 50 m shooting shed and target (etc.) storage shed (15'6" x82').

Note that within the past seven years all buildings have been remodeled and/or reroofed as required. As well, all shooting facilities have been brought up to Federal Firearms Act standards and have been inspected and certified.

COWICHAN FISH & GAME ASSOCIATION

Sahtlam District Section 6 Range 10



Cowichan River Provincial Park
Cowichan Fish and Game Association
Permit Area (Map 3)
Permit# VI0510224

This Park Use Permit No. **VI0510224** (the "Permit") is issued under the authority of the *Park Act*

Cowichan River Provincial Park
(the "Park")

FROM:

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

Ministry of Environment
Environmental Stewardship Division
Vancouver Island Region
2080A Labieux Road
Nanaimo BC V9T 6J9

TO:

Cowichan Fish and Game Association

(the "Permittee") at the following address

5190 Lee Road
Duncan BC V9L 6S4

THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

ARTICLE I - GRANT OF PERMIT

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

ARTICLE II - DURATION

- 2.01 The duration of this Permit is for a term of **thirty (30) years** commencing on **November 20, 2004** (the "Commencement Date") and ending on **November 19, 2034** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

ARTICLE III - FINANCIAL

- 3.01 The Permittee must pay to the Province a fee (the "Permit Fee") of **\$2,998.68** (GST included if applicable) prior to Commencement date and on each anniversary of the commencement date during the term of this Permit.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount.
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

ARTICLE IV - INDEMNITY

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

directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any liability arising from any independent, negligent act of the Province.

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

ARTICLE V - TRANSFER

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

ARTICLE VI - COVENANTS OF THE PERMITTEE

- 6.01 The Permittee must:
- pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
 - pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
 - comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
 - advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation

areas and the conditions of this Permit respecting conduct in the permit Area;

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

ARTICLE VII - RIGHTS OF THE PROVINCE

- 7.01 The Province retains all rights in respect of the Park and Permit Area which are not expressly granted to the Permittee under this permit, including, without limitation:
- (a) the right at all times for the Province, its authorized representatives, employees, and agents to have unimpeded access over and along all portions of the Permit Area and to inspect any portions of the Permit Area;

- (b) the right at all times to construct, repair, alter and maintain buildings, equipment, structures and improvements upon the Permit Area; and
- (c) the right to grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the rights of the Permittee under this Permit.

ARTICLE VIII - NOTICE

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

ARTICLE IX - RENEWAL

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

ARTICLE X - FINANCIAL GUARANTEE

- 10.01 The Permittee will, in accordance with the Financial Guarantee Schedule, deliver to the province security for the performance by the permittee of all its obligations under this Permit. **See attached schedule.**

ARTICLE XI - MISCELLANEOUS

- 11.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.
- 11.02 Time is of the essence in this Permit.
- 11.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.
- 11.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.
- 11.05 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which result from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operation or property.

ARTICLE XII - CANCELLATION

- 12.01 In the event that
- (a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for 7 days after the giving of written notice of the default by the Province to the Permittee;
 - (b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;

- (c) the Permittee has wilfully misrepresented information:
 - (i) on the application form which led to the granting of this Permit, or
 - (ii) required to be provided under the terms and conditions of this Permit;
- (d) the Permit Area is damaged or destroyed by any cause whatsoever;
- (e) the Park is closed by the Province;
- (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
- (g) any of the Permittee's assets is seized in execution from the Permit Area;
- (h) the Permittee, its employees, agents, contractors or licensees performs any act which in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;

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

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

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

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

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

ARTICLE XIII- INTERPRETATION

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

IN WITNESS WHEREOF the parties have duly executed this Permit.

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

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

Duly Authorized Representative

Signature of Permittee or Authorized Signatory

Date

Date

MANAGEMENT PLAN SCHEDULE

PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Areas described below.

Cowichan River Provincial Park- Section 6, Range 10, Sahtlam District, Plans 19268 and 23914

Location of buildings and structures at March 2005:

1. Caretakers residence (28' x 22')
2. Caretakers small workshop (12' x 15')
3. Caretakers large workshop/storage (26' x 33')
4. Cowichan River Footpath entrance, information shelter and cairns honoring George Brown and Roland Brown
5. Washhouse – two toilets and showers (16'4" x 8'3")
6. Founders Hall (the Gazebo) (o.a 56' x 24') including storage shelter on north side and store room on westerly side
7. Clubhouse (32' x 24') with 33' safety wall extending easterly from south wall
8. 100m/200m range shooting shed (28' x 64')
9. Indoor shooting range (24' x 76') with attached 50m shooting shed and target (etc.) storage shed (15'6" x 82')

Note that within the past seven years all building have been remodeled and/or re-roofed as required. As well, all shooting facilities have been brought up to Federal Firearms Act standards and have been inspected and certified.

PURPOSE

This Permit is issued for the purpose of **providing recreational activities associated with the Cowichan Fish and Game Club as described in the application dated September 30th 2004.**

FEE SCHEDULE

Privately owned structures, with defined adjacent area

Per *Park and Recreation Area Regulation*, Schedule K, Part 3, Item 1(b), Column 2

Base fee	\$500.00
7.41 hectares, \$250.00/ha	\$1,852.50
9 structures, \$50/structure	\$450.00
7% GST	\$164.68
Total annual permit fee	\$2,998.68

SPECIAL PROVISIONS

Designated Representative

The Permittee appoints the following representative to be responsible for liaison between BC Parks and the Permittee.

Jack Bone

Telephone: 250-748-2104

Fax: 250-748-2104

Email: jnbone@shaw.ca

Area Supervisor

- The Permittee shall contact the Area Supervisor 30 days prior to the beginning of each operating season.
- The Permittee shall provide the Area Supervisor with the schedule of operations.
- The Area Supervisor may amend the schedule to minimize environmental impacts.

Park Name	Area Supervisor	Phone
Cowichan River Provincial Park	Don Closson	250 391-2319

Maintenance and Operation of Facilities

- The Permittee is responsible for the maintenance, repair, and replacement of all approved facilities and structures within the Permit Area.
- Any upgrades or improvements to existing facilities must be approved by the Area Supervisor.
- All facilities related to the use of firearms must be maintained in the interest of public safety and must be inspected by a Provincial Firearms Officer.

Permanent Structures Prohibited

- No new permanent structures or improvements of any description shall be constructed or installed on or within the Permit Area unless approved by the Area Supervisor.

Discharge and Use of Firearms, Bows, and Crossbows

- The Permittee shall not allow its members to discharge or handle firearms, bows, or crossbows in an unsafe manner.
- Firearms, bows, and crossbows shall remain locked within a member's vehicle until within the Permit Area.
- With the exception of the Permit Area there shall be no discharge or possession of firearms, bows, or crossbows in Cowichan River Provincial Park by the Permittee or its members.

Clean Up

- Upon the expiration of the permit the Permittee shall ensure the permit area is cleaned to the approval of the Area Supervisor.

Storage of Equipment

- The Permittee may store equipment related to the actions of the Cowichan Fish and Game Club in the Permit Area.
- All members' equipment and supplies must be removed from the Permit Area at the time of departure from the individual Permit Area or at the end of each day.

Events and Functions

- The Permittee may hold functions as outlined in the permit application; however, the Area Supervisor must be notified prior to such an event.
- This permit does not allow events to be held in any other area of the park other than the defined Permit Area.

Fires

- Fires are not encouraged and a total ban may be imposed from time to time, fires must be contained within a metal "fire ring" suitable to the Area Supervisor.
- Fires must be extinguished and all traces removed at the end of each day.

No Consumptive Use

- There shall be no consumptive use of plants, marine life or animals by the Permittee, its employees or its members.
- There is no hunting permitted within Cowichan River Provincial Park.

Disturbance of Park Visitors

- The Permittee shall ensure that activities of the Cowichan Fish and Game Club and its members do not unduly disturb other Park Visitors.

Future Rights and Limitations

- The issuance of this permit does not constitute any implied future rights for operating in these areas.
- The Province reserves the right to limit the number of activities per season if causing environmental damage or recreational conflicts and changes may be made to this Management Plan Schedule may be made at the sole discretion of the Province.

Annual Report

The Permittee shall:

- a) Prepare an annual report during the Permit Term; and
- b) Submit the report to the

Permit Authorization Service Bureau,
Ministry of Environment,
PO Box 9371, Stn Prov. Govt
Victoria BC V8W 9M3

by November 30th for each operating season of the term of the permit.

INSURANCE SCHEDULE

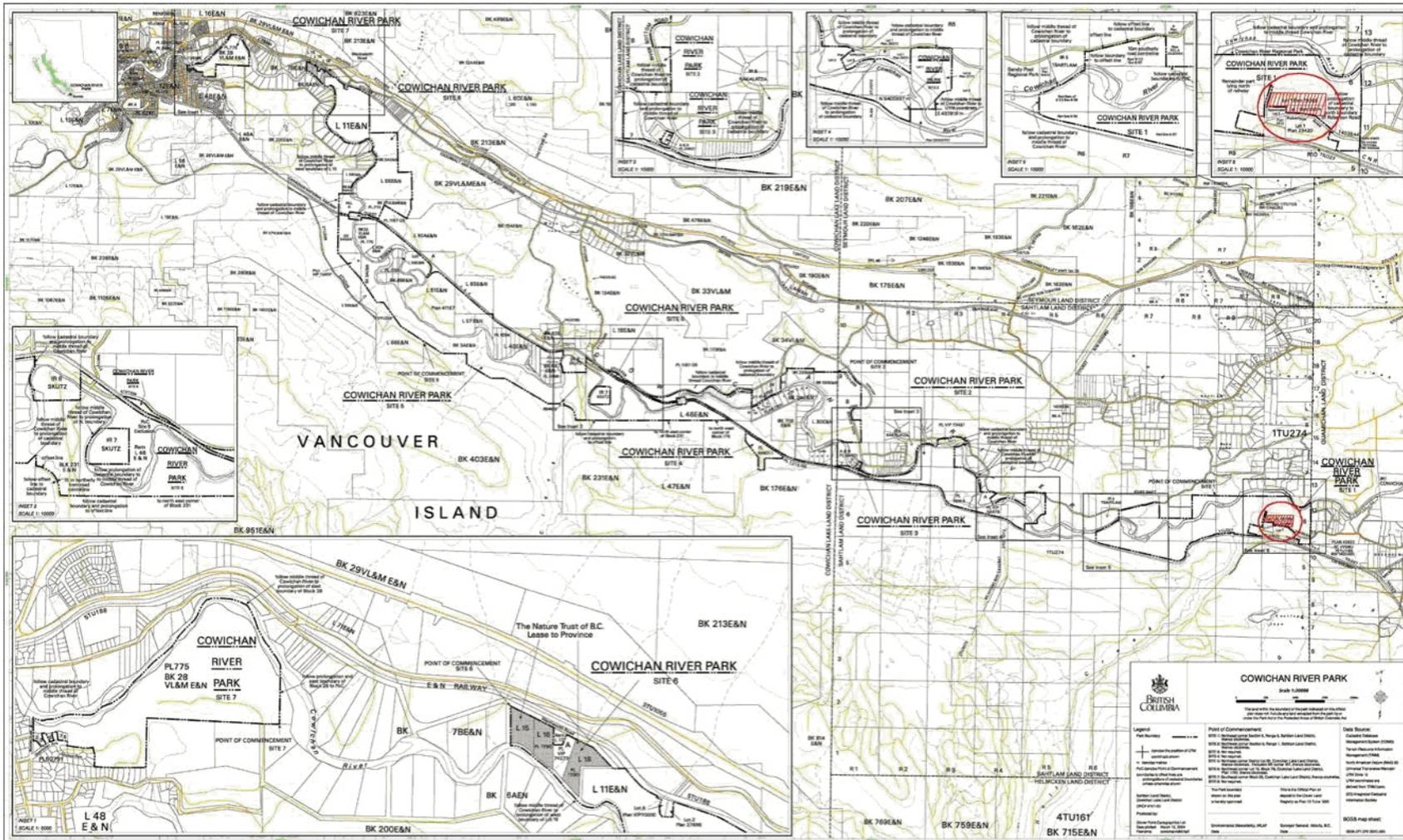
- 1.1 The Permittee will, during the term of this Permit, maintain and pay for, with insurers licensed in British Columbia, the following insurance:

Comprehensive General Liability Insurance in an amount not less than \$2,000,000.00 inclusive per occurrence against personal injury, property damage and liability assumed under contract. The Province is to be added as an additional insured under this policy and policy must include a cross liability clause.

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

FINANCIAL GUARANTEE SCHEDULE

- 1.1 On or before the Commencement Date, the Permittee will deliver to the Province security (the "Financial Guarantee") in a form satisfactory to the Province in the amount of \$5,000.00.
- 1.2 The Province may claim or draw down the Financial Guarantee to pay
 - (a) the Permit Fee and any other money payable by the Permittee to the Province under this Permit; and
 - (b) all costs incurred or expenses assumed by the Province as a result of the Permittee's failure to fulfil any of its obligations under this Permit.
- 1.3 The Province, acting reasonably, may from time to time by notice in writing to the Permittee require the Permittee to increase the amount of the Financial Guarantee to an amount that the Province considers is needed to satisfy the Permittee's obligations under this Permit, and the Permittee will, within 30 days of receiving the notice, deliver to the Province proof that the amount of the Financial Guarantee has been increased accordingly.
- 1.4 If at any time the Financial Guarantee is claimed or drawn down by the Province, the Permittee will immediately deliver to the Province proof that the Financial Guarantee has been replenished by the Permittee to the amount required by this schedule.
- 1.5 At such time as the Province certifies in writing that the obligations of the Permittee under this Permit have been fulfilled to the satisfaction of the Province, the Province will return to the Permittee the Financial Guarantee, less any amounts claimed or drawn down by the Province under section 1.2.



Cowichan River Provincial Park

Cowichan Fish and Game Club Permit Area
(Map 1)

Permit# VI0510224

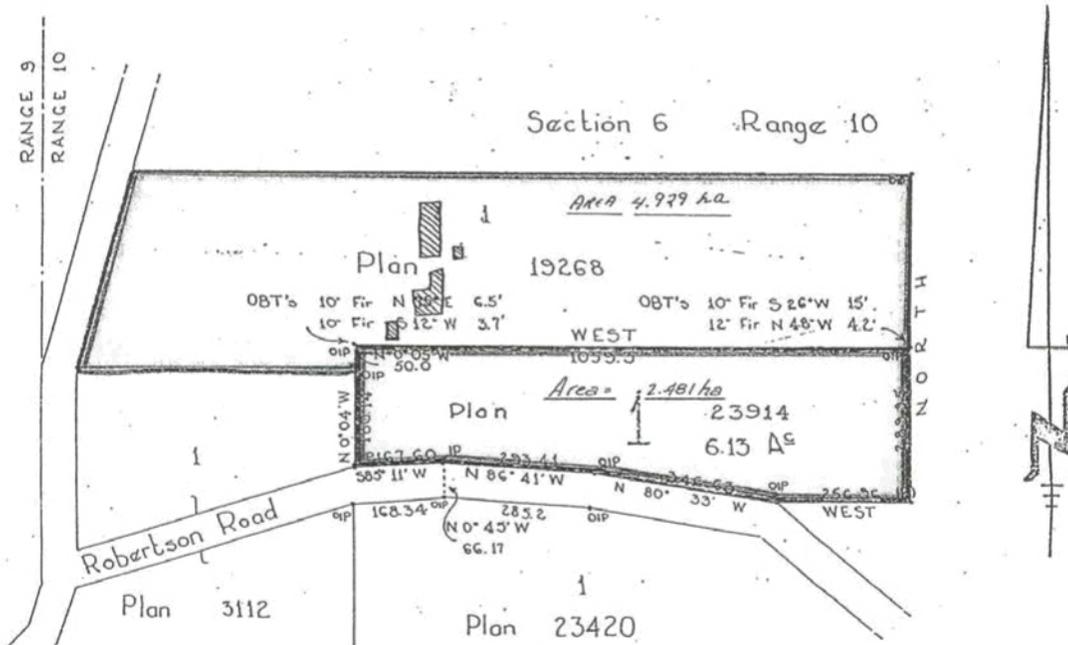
Permit Area Defined by  (see inset 6)

LEGAL DESCRIPTION SCHEDULE

Lot 1 of Section 6, Range 10, Sahtlam District, Plans 19268 and 23914, shown outlined on sketch below, containing 7.41 hectares.

SAHTLAM DISTRICT

SCALE : 1 INCH = 200 FEET



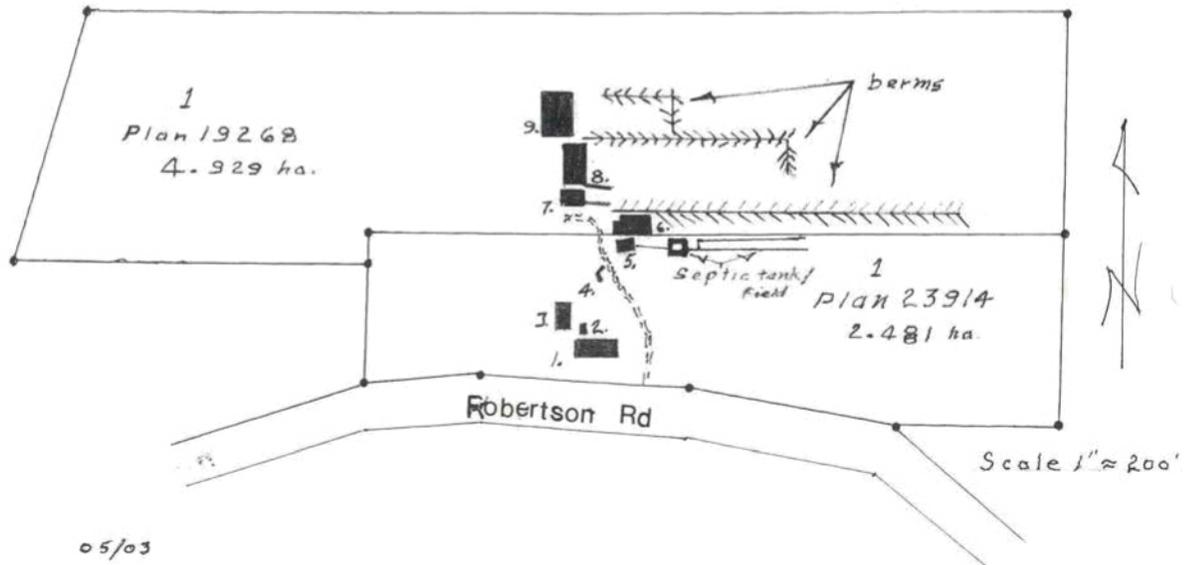
STANDARD LEASE UNREGISTRABLE

Page 17 of _____

Cowichan River Provincial Park
 Cowichan Fish and Game Club Permit Area
 (Map 2)
 Permit# VI0510224

COWICHAN FISH & GAME ASSOCIATION

Sahtlam District Section 6 Range 10



Cowichan River Provincial Park
Cowichan Fish and Game Club Permit Area
(Map 3)
Permit# VI0510224