

Contract

Type of Contract	Licence of Occupation	Copied to AP:	Function No. GL CODE:
Staff contact: Daniel May		Invoice Approver: Doug DeMarzo	Signed by: Doug DeMarzo
Replaces/Refers to Contract No.	N/A	Location:	Denman Island – Lambert Channel, Nanaimo District.

Company/Party name:	Province of BC – Ministry of Water, Land and Resource Stewardship		
Contact name:	Celine Coschizza		
Address:	Suite 142-2080 Labieux Road, Nanaimo BC V9T 6J9		
Phone:	250-824-2846	Fax/Email:	Celine.Coschizza@gov.bc.ca
Purpose of contract: For community boat launch purposes set out in the management plan.			
Contract start date: (dd/mm/yy)	30/06/2025	Contract expiry:	30/06/2055
Renewal options:			
Name of Insurance Co. (attach):	Expiry:		
RFx/proposal submission (attach): ☐ YES or ☐ NO			
WCB Notice of Project required? ☐ YES or ☐ NO If yes, attach			
CVRD safety agreement (attach): Expiry:			
Reason CVRD safety agreement is not required:			
Perf. Bond required?	☐ YES ☐ NO	If yes, \$ value:	\$1.00
Bond expiry date: (dd/mm/yy)		Bond renewal date: (dd/mm/yy)	
Staff contact who will track for follow up prior to bond expiry:			
Original contract commitment:	\$	Available Budget	\$
Change order commitment	\$		
Payment terms:			

Procurement Method: Choose an item.	No. of Responses Recd.:
Evaluation criteria:	

Financial Plan checked: ☐ YES or ☐ NO

Board approval: Yes (July 22, 2025 meeting)

Check box if GIS to be notified for mapping: ☐

***ROW registration pending** ☐



July 21, 2025

File No. 1414614

Comox Valley Regional District
770 Harmston Ave.
Courtenay, BC
V9N 0G8

Dear Daniel May,

Enclosed is a Certified True Copy of executed Licence No. V951029 covering unsurveyed Crown Foreshore or land covered by water being part of the bed of Lambert Channel, Nanaimo District, containing .15 hectares, more or less.

This Licence is issued in the name of the Comox Valley Regional District, commencing the 30th day of June 2025 for a 30-year term, for community boat launch purposes as set out in the approved management plan.

Should you have any further questions, please contact Celine Coschizza, Authorizations Specialist, by email at Celine.Coschizza@gov.bc.ca or by phone at 250 824-2846.

Yours truly,

Shelley Jackson
Senior Portfolio Administrator

Attachments: Licence Agreement
Management Plan

pc: BC Assessment Authority, Vancouver Island



LICENCE OF OCCUPATION

Licence No.: V951029

File No.: 1414614

Disposition No.: 951029

THIS AGREEMENT is dated for reference June 17, 2025 and is made under the *Land Act*.

BETWEEN:

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

(the "Province")

AND:

COMOX VALLEY REGIONAL DISTRICT

Attn: CVRD Engineering Service

770 Harmston Ave

Courtenay, BC V9N 0G8

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

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

"**Commencement Date**" means June 30, 2025;

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

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

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

(a) waste, as that term is defined in the *Environmental Management Act*; and

- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

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

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

"Management Plan" means the most recent management plan, development plan or investigative plan, prepared by you in a form specified by us, approved by us, signed and dated by the parties, and held by us in the Crown Land Registry;

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

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

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

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

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

- 1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

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- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
 - 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
 - 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
 - 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
 - 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
 - 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
 - 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
 - 1.11 Time is of the essence of this Agreement.
 - 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
 - 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.
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- 1.14 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any conditions or qualifications that may be set in the Management Plan.
- 1.15 In the event of any conflict between the Management Plan and the terms and conditions of any other part of this Agreement, the terms and conditions of any other part of this Agreement shall prevail.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for community boat launch purposes, as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on June 30, 2025 and terminates on June 30, 2055 or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

ARTICLE 4 - OBLIGATIONS

- 4.1 You must
- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
 - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;

- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and health and safety, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only as permitted in the Management Plan in accordance with the purposes set out in section 2.1;
- (g) not make, construct, place, anchor or affix any Improvements in, on or to the Land except as permitted in the Management Plan and as necessary for the purposes set out in section 2.1;
- (h) within 3 months of a written request from us, provide us with a decommissioning or reclamation plan, in a form acceptable to us, that meets the requirements set out in this agreement, including the Management Plan if applicable;
- (i) not make, construct, place, anchor, or affix any Improvements in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access; despite the foregoing, you will be deemed to not be in

breach of this subsection so long as:

- (iii) you are the owner of an upland property adjacent to the Land and your activities on the Land only interfere with riparian rights of access held by you; or
- (iv) each owner of any upland property adjacent to the Land whose rights of riparian access are infringed by your activities undertaken within the Land remains bound by an agreement in which that owner consents to any such infringement. Any such agreement must be in a form and on terms acceptable to us, including, if we so require that the agreement be in a form appropriate for registration in a Land Title Office against the title of the upland property.

You acknowledge that if any such agreement ceases to be binding on an upland owner or is found to be ineffective or unenforceable for any reason then you remain responsible for complying with this subsection and we may terminate this Agreement in accordance with Article 8 if you fail to satisfy your obligations under this subsection:

- (j) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (k) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (l) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (m) maintain all Improvements on the Land in an adequate state of repair, to our satisfaction;
- (n) not dredge or excavate the Land or deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;
- (o) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another Disposition or in connection with the use of Land apart from

this Agreement, unless you obtain our prior written approval;

- (p) obtain and maintain in good standing during the Term all permits, permissions, licences, approvals and agreements required in order to use and occupy the Land for the purpose described in Article 2.1 and deliver copies of such to us upon request;
- (q) if any soil is disturbed by you as a result of your construction or maintenance of the Improvements, at your expense, restore the surface of the Land to a condition satisfactory to us;
- (r) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey that shows the location of all buildings and other structures owned, placed on, constructed or used by you on the Land within one year of the date of the request;
- (s) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (t) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (u) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
 - (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

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

- (v) on, or before the termination of this Agreement,

- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
- (ii) remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under a Disposition to an unrelated third party, and
- (vii) unless otherwise specified in the Management Plan, restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

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

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

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

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

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human

health and safety; and

- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

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

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

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement; or
- (e) if applicable, as a result of the use of the Land under prior agreements for the same purpose;

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

4.5 We may from time to time

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

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

under this Agreement with respect to Hazardous Substances.

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

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including but not limited to rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, or *Water Sustainability Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;

- (f) you will not commence or maintain proceedings under section 65 of the Land Act in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) except as otherwise authorised in this Agreement, you will not interfere with public access over the Land;
- (h) you will make no claim against us or any person acting under the authority of any enactment of the Province of British Columbia for compensation, in damages or otherwise, if the Land becomes unsuitable for the purposes set out in this Agreement;
- (i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(v)(ii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land on termination or within the time period provided for in the direction or permission given under paragraph 4.1(v)(iv); and
- (k) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other Dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we provide the written notice described in section 6.1(c) we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

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

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

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

6.6 You must without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:

- (a) Commercial General Liability and, if applicable Marine General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured but only with respect to liability arising out of the activities of the named insured;

6.7 You must

- (a) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (b) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (c) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";

- (d) notwithstanding subsection (b) or (c) above, if requested by us, provide to us certified copies of the required insurance policies.
- 6.8 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 6.6(a); and
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;
- and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.
- 6.9 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 6.10 You waive all rights of recourse against us with regard to damage to your own property arising from any source whatsoever.

ARTICLE 7 - ASSIGNMENT

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

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with other provisions of this Agreement, or
 - (iii) in our opinion, fail to make diligent use of the Land for the purposes set out in

this Agreement;

and you fail to rectify such default or failure within the time period specified in a written notice from the Province requesting you to do so.

- (b) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (c) if you are a corporation and,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (d) if you are a society and you convert into a company in accordance with the *Society Act* without our prior written consent;
- (e) if this Agreement is taken in execution or attachment by any person; or
- (f) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 90 days' written notice of such requirement or opinion;

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

8.2 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and

- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, before resorting to arbitration or litigation the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration.

ARTICLE 10 - NOTICE

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

to us

MINISTRY OF WATER, LAND AND RESOURCE STEWARDSHIP
Suite 142 - 2080 Labicux Road
Nanaimo, BC V9T 6J9;

to you

COMOX VALLEY REGIONAL DISTRICT
Attn: CVRD Engineering Service
770 Harmston Ave
Courtenay, BC V9N 0G8;

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

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier

or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

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

or warranty from us as to

- (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land;
 - (v) the application of any federal or provincial enactment or law to the Land; and
 - (vi) the existence, availability or quality of access or service to the Land now or in the future;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act*;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.

11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

SIGNED on behalf of **HIS MAJESTY
THE KING IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**

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

**Michael
Freer**

Digitally signed by
Michael Freer

Date: 2025.07.21

09:37:27 -07'00'

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

Michael Freer

Print Name

SIGNED on behalf of **COMOX VALLEY REGIONAL DISTRICT**

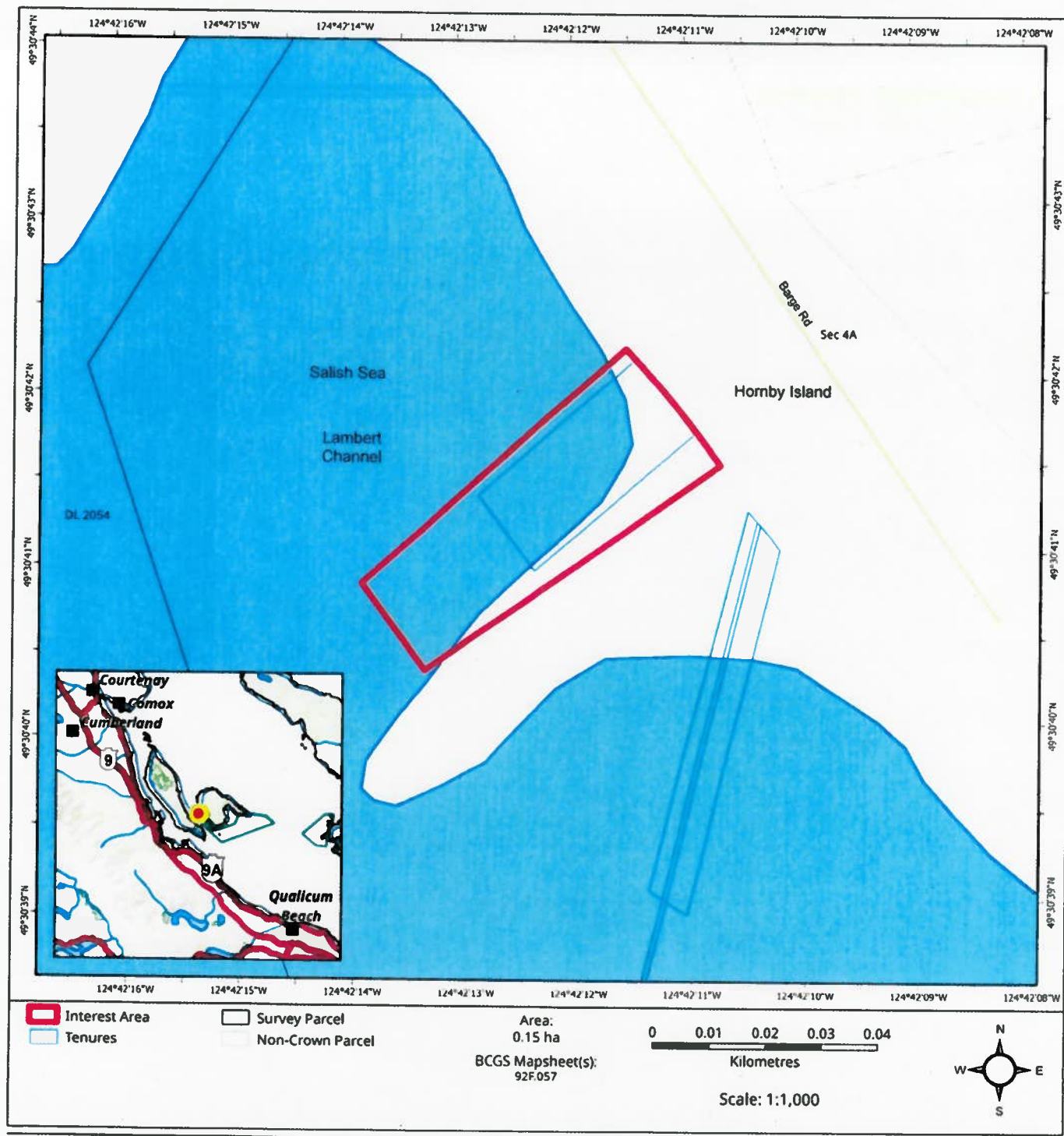
By its authorized signatories



Authorized Signatory

Authorized Signatory

Unsurveyed Crown Foreshore or land covered by water being part of the bed of Lambert Channel, Nanaimo District, containing 0.15 hectares, more or less



MANAGEMENT PLAN

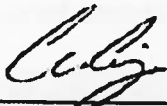
File # 1414614

Licence # V951029

ACCEPTED BY:

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

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



Authorized Signatory
Ministry of Water, Land and Resource
Stewardship

Celine Coschizza

Print Name

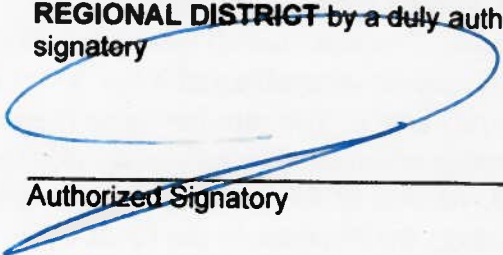
Authorizations Specialist

Title

July 17, 2025

Date

SIGNED on behalf of **COMOX VALLEY REGIONAL DISTRICT** by a duly authorized signatory



Authorized Signatory

Jake Mortens

Print Name

Corporate Officer

Title

July 3, 2025

Date

Crown Land Application Management Plan

To complete this plan:

1. Review the [application checklist](#) and [guidance document](#)
2. Describe your project in detail in the form below (you may be required to use a qualified professional to complete the plan)
3. Submit your plan with your application through [Virtual FrontCounter BC](#).

Please note:

- If we need more information, we will contact you. Applications not meeting application requirements within the requested timeframes may be rejected.

1.0 Background

The Application for Crown land tenure requires general information about your proposed activity.

1.1 Project Overview

Describe the intended use for which authorization is requested, including construction and/or phase development details, and decommissioning information (if applicable). Provide general information on activity purpose, location, size, timeframe, and main features. Be sure to include any proposed mitigative measures for impacts.

The shingle spit boat launch is located on Hornby Island adjacent to the BC ferry terminal at the end of Barge Road off Shingle Spit Road. The boat ramp is a community facility that is used by on and off island recreational boaters and also serves to support emergency evacuation from the Island in the case that the ferries are not in service. Historically the boat ramp has also been used to barge materials onto Hornby Island for various capital projects happening in parkland (BC Parks, Regional Parks) or private land.

This authorization will allow the CVRD to upgrade this boat launch to standard width and length to make it safe for both community and commercial use (barging materials) as well as for emergency evacuation. The boat launch has been falling into disrepair for years now and is presently almost not usable and is becoming very unsafe. This is the only boat launch on Hornby Island. The community has been asking for years for an entity to take ownership of this boat launch to provide the necessary upgrades to make it safe for use. Neither BC Ferries (who previously had a licence for operation of the launch until 2012), the Province or the Fords Cove Authority wanted to take this on. In 2017 the CVRD received a 30 year Licence of Occupation with the Province (1414614) and added the boat launch into our parks inventory at the request of the community. Since taking on the boat launch the CVRD has been looking for funding to replace the boat launch after an engineering

report was produced that suggested the best course of action was a completely new launch. Multiple grants have been applied for to attain funding for launch replacement with no success to date. In 2024 the CVRD Board supported funding the replacement of the boat launch.

Large cracks have formed in the ramp decking and the gravel material that fills the hollow middle of the launch has largely been eroded by wave action so the launch is in grave danger of falling in on itself. The sides of the launch and the end have experienced cracking as well and are quickly getting worse. The CVRD has worked on community engagement, design and permitting in 2024 in preparation for construction of a new launch during the summer work window of 2025 (June-Sept). I recognize this is a quick turnaround for the Province for a tenure amendment, however we are hoping that due to safety issues of the launch, a tight work window and having completed engagement with our local First Nation (K'omoks First Nation) we might be able to expedite this process.

Since receiving a Licence of Occupation from the Province to operate the boat ramp as a CVRD park we have:

- Made small fixes to the deck and sides of the boat launch structure
- Created and installed a boat launch sign plan

1.2 Investigative Work

If any preliminary investigative work has been carried out, with or without an investigative authorization, provide details on work completed, incomplete, or on-going. Be sure to describe the activity, its status, and any comments/milestones.

Activity	Brief Description	Complete/ Incomplete/ Ongoing	Comments
Boat Launch Structural Inspection	McElhanney Engineering completed a structural inspection of the boat launch in 2018 determining the ramp is unsafe for some users and recommending the existing boat launch be removed and a new launch built	Since this report the CVRD has been actively trying to find funding to replace the boat launch while doing small fixes to make it safe for use.	Boat launch is largely unsafe for use and is very close to larger scale disrepair to the point it needs to be closed to public. Only boat launch on the island and needs to be replaced. CVRD has design, funding and permitting for replacement in 2025

1.3 Engagement with First Nations

- Describe your engagement with First Nation communities or groups regarding your proposed activities.
- Include the name of the First Nation(s) and its representative(s)
- Detail your discussion of potential adverse effects from the proposed activity and any discussed mitigation measures.
- Provide information on First Nations agreements undertaken.

The CVRD applied for a CHIP permit (New permitting process through K'omoks First Nation as part of their Cultural Heritage Process). The initial permit is a preliminary field reconnaissance (PFR) permit and involves the K'omoks archaeologist and Guardians to do an initial visual inspection of the site to determine if there is any culturally sensitive or significant soils or artifacts adjacent to or in the project area.

On March 13th, 2024, KFN Archaeologist, Raini Bevilacqua, Krissy Brown (KFN Guardian Manager), and Zeb Savoie (KFN Environmental Technician) visited the Shingle Spit Boat Launch to conduct the PFR. Senior Parks Technician, Daniel May of the CVRD also attended the PFR.

The K'omoks archeologist investigated both North and South along the shoreline of the project area for surficial archaeological remains. All exposures were negative for archaeological material. The soil was predominantly imported filled, disturbed medium brown soils, gravels, and ship lap. No archaeological material was identified on the beach, which was predominantly beach cobbles, modern day shells (including pacific oyster), and wooden debris. Based on the bluffed landscape it was their assessment that the area surveyed was blasted to make the breakwater for the BC Ferries dock. There is a large amount of local sandstone along the shoreline and breakwater that was likely the result of this blasting.

The KFN Archaeologists recommendation is:

I do not recommend further archaeological investigation here in advance of construction. Given that no archaeological remains are recorded in the vicinity of the boat launch, and none were observed during this PFR, permits from the Archaeology Branch are not required in advance of construction.

The PFR report is include in the accompanying application documents.

A KFN Environmental Technician (Zeb Savoie) will be present during the development and will work with our project environmental consultant (Calidris Environmental) to monitor the construction and make sure environmental degradation is not occurring.

2.0 Location

A [General Location Map](#) and a Detailed Site Plan are required to be uploaded with the application.

2.1 Description

Provide a general description of the location of the project. Be sure to note:

- Traffic patterns and volume
- Parking
- Any other significant details related to your activity

The shingle spit boat launch is located on Hornby Island adjacent to the BC ferry terminal at the end of Barge Road off Shingle Spit Road. Barge Road is a dead end road. The end of the road is a wider parking area where folks park and leave their boat trailers. The parking area is right next to the boat launch so largely Barge Road is an access to the boat launch and parking area.

Authorization is requested to continue to use the boat ramp as a community facility for recreational boat use as well as for potential emergency evacuation of the island. Licence amendment to increase the size of the launch footprint to make it a standard width and length is requested.

2.2 Location Justification

Tell us why you need this type of activity at this location. For example, is the activity close to a highway for easy truck access?

The boat ramp is already in place and used by the community. To construct another boat ramp and breakwater in another location would be cost-prohibitive for the community of Hornby Island. This location is also more protected from swells and storm surges than other locations on the island. The community has specified that they like the existing location of the boat launch.

The location of the boat launch adjacent to the ferry terminal is very convenient as the ferry terminal offers extra protection for the launch from weather and storms and has other facilities (washroom, etc) that recreational boaters use.

2.3 Seasonal Expectations of Proposed Use

Let us know what times of the year you're proposing to use the land. Ensure you reference appropriate [timing windows](#) for projects in or around water.

Construction/ Operations	Brief Description	Season/ Timing	Comments
Construction	Removal of old launch and construction of new launch as per design	Summer 2025 work window (June-Sept)	
Community use operations	Launching boats for recreational use. Barge docking for getting materials onto the island for public and private projects.	Year round but predominantly summer	
Emergency use operations	Removing people from the island in response to an emergency.	You round	Hornby Fire Dept. and emergency response committee has reviewed design and provided comments.

2.4 Historical Use

Has the land, or portions of the land been previously developed? Provide as much detail as you can, adding this detail to the maps if necessary.

Yes, upland of the boat launch was blasted historically to build the breakwater for the ferry dock and the road. Boat launch was built over 50 years ago and prior to the new ferry terminal being constructed was used as the old ferry terminal.

3.0 Infrastructure and Improvements

3.1 Facilities and Infrastructure

Detail any new and existing facilities, infrastructure, or processes proposed and any ancillary uses. Provide details of planned construction methods, materials, and construction scheduling. Identify mitigation for potential issues. Outline your plan for long term maintenance of improvements, decommissioning, and/or required remediation.

Facility/Infrastructure/ Process	Construction Methods/Materials	Construction Schedule	Long Term Planning
New boat launch proposed to replace old boat launch.	Break down old launch and use compacted rubble as base for new boat launch. Precast concrete launch decking to be used on top of leveled gravel	Summer of 2025. Exact timeline is not set yet but between June- Sept to align with work window. If we can't construct during this work window then the boat	Continue managing and maintaining boat launch for remainder of its life and renew land use tenure when necessary or replace or upgrade boat launch as needed.

	material. Rip rap will be placed on either side of the boat launch and will be place just proud of the launch decking to act as bumpers on both sides	launch will likely need to be closed to public due to safety concerns. Denman Island has suggested that temporarily Hornby boaters can use the Bill Mee boat launch while construction of Shingle Spit launch is happening.	
Piling Installation - Installation of four - 300 mm steel piles.	Piles to be installed either from land or from barge depending on the methodology of the contractor. Piles to be installed with a vibratory hammer to six meter embedment or till required structural depth. Boarding floats will be fabricated with external pile hoops.	Summer of 2025 during work window. Exact dates of construction have yet to be finalized and will likely be determined by availability and construction timing of awarded contractor.	Piles typically have lifespan of at least 50 years but can be up to 120 years. Minimal maintenance will be required for the piles but they will be monitored throughout the course of the life of the boat launch.
Boarding Float Installation - Installation of nine - 20 ft long boarding floats to be included. Boarding floats will sit flat on south side of boat launch during low tide and will rise with tide connected to the steel pilings through the pile hoops.	Boarding floats connect to the launch where cast in place concrete ramp is located at access to launch from road. Floats connected to cast in place concrete ramps and other floats with hinge system. Floats constructed of plastic base, aluminum frame and minimesh fiberglass decking	Summer of 2025 during work window. Exact dates of construction have yet to be finalized and will likely be determined by availability and construction timing of awarded contractor.	Minimal maintenance will be required for the boarding floats but they will be monitored throughout the course of the life of the boat launch. Floats can be removed or added with ease with this system if damaged or need replacement.

3.2 Infrastructure/Access

Identify existing and proposed roads used to access the site.

Include information about:

- Types of roads and vehicles expected to use them
- Anticipated traffic volumes during construction and operation
- The use of roads by season
- Connections that:
 - Need either a Ministry of Transportation and Infrastructure [permit for connection](#) or
 - [Use of a Forest Service Road](#).
- Any road use agreements

Roadway/ Proposed Connection	Existing Road Classification	Road Permittee Information and Road Use Agreements	Traffic Volume for Construction and Operational Phases	Mitigation of Traffic Effects
Barge Road	Existing	MoTI has been engaged throughout this process and the boat launch has been in existence for over 50 years.	Low	Boat launch will be closed during construction and recreational boaters will be diverted to boat launch on east side of Denman Island. Traffic managed by flaggers during construction as part of project tender expectation for contractor.

3.3 Utility Requirements and Sources

Describe utility requirements and potential sources, include agreements in place or underway allowing access to utilities. Utilities include power generation, electrical or gas transmission or distribution lines, and telecommunications.

N/A

3.4 Water Supply

Identify water requirements for construction and operation phases.

Construction/ Operation Phase	Water Source(s) (e.g. Surface Water, Ground Water, etc.)	Source/Location	Infrastructure Description	Agreements*
N/A				

*Agreements outside of [Water Sustainability Act Authorizations](#), such as Municipal water supply.

3.5 Waste Collection Treatment and Disposal

Identify any waste disposal (note septic system required), sewage, sanitation facilities, and refuse disposal proposed. Include agreements in place or underway such as regional health board sewage disposal permits.

Construction/ Operation Phase	Discharge distance to closest body of water (lake, well, etc.)	Volume of daily discharge	Infrastructure description	Agreements
N/A				

3.6 FireSmart

Identify any proposed actions to incorporate [FireSmart](#) best practices in the tenure area.

N/A

4.0 Environmental

Describe significant impacts and proposed mitigation for each of the following:

4.1 Land Impacts

4.1.1 Vegetation Removal

Is any timber removal required? To cut timber on Crown land once your tenure has been issued, you may require an [Occupant Licence to Cut](#).

No

Are any areas of vegetation to be cleared, outside of timber removal?

No

4.1.2 Soil Disturbance

Will there be any areas of soil disturbance, including grubbing, excavation, contouring, and levelling?

No, will be able to break down existing boat launch and build up new boat launch on top of old boat launch rubble

Is the area to be excavated a [brownfield](#) site or have the potential to be [contaminated](#)?

No

Any ground-disturbing activities have the potential to impact [archaeological](#), paleontological [fossils](#), or historical artifacts. Have you considered these [potential impacts](#) or taken any action to identify them? You may be required to hire a professional to assist with your investigations.

No, see archaeological PFR report from K'omoks First Nations attached.

4.1.3 Riparian Encroachment

Will any works be completed within or adjacent to the riparian zone of any water body? The [Riparian Areas Protection Regulation](#) may affect your development if it's within 30 metres of a watercourse and you intend to:

- Disturb soil
- Remove plants
- Construct or install works for flood protection
- Develop drainage systems or service sewer or water systems

No, riparian areas present.

4.1.4 Pesticides and Herbicides

Will pesticides, fertilizers, or herbicides be used during construction, operations, or maintenance?

No

4.1.5 Visual Impacts

What impacts will your activity have on visual quality objectives. Could it impact sight lines from surrounding areas likely to be used for scenic viewing?

No

4.2 Atmospheric Impact

4.2.1 Sound, Odour, Gas, or Fuel Emissions

Will your activity cause any of the following to disturb wildlife or nearby residents?

- Sound?
- Odour?
- Gas?
- Fuel Emissions?

Yes, there will be some sound created during the installation of the pilings. Vibration hammers will be used rather than impact hammers to minimize sound and our environmental consultants will be there to monitor sound and other environmental impacts.

4.3 Hydrology

4.3.1 Drainage Effects

Will the project result in changes to land drainage?

No

4.3.2 Flood Potential

Will the project result in a potential for flooding?

No

4.4 Fish and Wildlife Habitat

4.4.1 Disturbance to Fish/Wildlife and Fish/Wildlife Habitat

What effect will your activity (construction or operations phase) have on [wildlife or wildlife habitat](#)?

Minimal, see attached biophysical and Environmental Management Plan (EMP)

Will the activity (construction or operations phase) occur in and around [streams, lakes, estuarine, or marine environments](#)?

Yes, boat launch so in marine environment

Is the construction or operation of your activity likely to increase erosion or sedimentation?

No

Will the construction or operation of your activity require [water diversion](#)?

Possibly but have constructed the new boat launch to a length that most of the work can happen during low tides in summer.

Will the activity threaten or endanger [species at risk](#) in the area?

No. See attached biophysical report and EMP. Eelgrass survey will be completed prior to construction but no eelgrass has been found within footprint of new boat launch.

5.0 Socio-Community

Describe significant impacts and proposed mitigation for each of the following:

5.1 Land Use

Describe the current community setting or any locally known areas in use on, or near, the activity area.

Adjacent road solely is used to access boat launch. Boat launch is located adjacent to Hornby Ferry Terminal. No adjacent residences.

5.1.1 Land Management Plans and Regional Growth Strategies

Are there any plans, strategies, or use restrictions that could limit or prevent your activity? They include:

- [Land and resource management plans](#)
- Coastal plans

- Provincial or regional growth strategies
- [Local government plans](#) with zoning, or management policies or use restrictions in place that could limit or preclude your proposed use of the land?

Refer to the [Union of BC Municipalities](#), and check the websites of the municipality, regional district, or other organization with jurisdiction that includes your activity area.

Islands Trust has completed land use plans for Hornby Island. This boat launch replacement falls within acceptable development according to Island Trust land use bylaw.

5.2 Socio-Community Conditions

5.2.1 Adjacent Users or Communities

Is the project likely to restrict public access, or the ability of adjacent landowners or tenure holders to access their property or tenures?

No, Barge Road will largely remain open during construction but is largely used to access boat launch. Recreational boaters will be diverted to use Denman east boat launch during construction

5.2.2 Public Access

Will the project result in changes to public access?

No, except that the boat launch will be much more functional and safer.

5.2.3 Existing Services

Describe any increased demand on fire protection, health facilities, or emergency services. Include proposed management or mitigation measures.

None. This boat launch is a benefit to island emergency services.

END OF FORM

