



REVELSTOKE ADVENTURE PARK

Comprehensive Development Rezoning & Official Community Plan Amendment Application Package

DECEMBER 2018

ILLECILLEWAET DEVELOPMENT LIMITED PARTNERSHIP





Comprehensive Development B4 - Revelstoke Adventure Park – Development Area 1 to 6.

Property Overview:

Context

The existing Comprehensive Development B4 (Revelstoke Adventure Park) is in the Greeley area of CSRD Electoral Area B and was adopted as “Electoral Area ‘B’ Zoning Amendment (Illecillewaet Development Inc.) Bylaw No. 851-10” on November 17, 2016.

This application is to update and replace the existing Comprehensive Development B4 CDB4 Development Areas 1 to 3 and include three additional Development Areas 4, 5, & 6 into Comprehensive Development B4 CDB4.

The proposed uses of the Development Areas are as follows:

1. Development Area 1 – Activity Main Base Area
2. Development Area 2 – Greeley Meadows
3. Development Area 3 – Hillside, Crown Land Activity Area & Mid Mountain Lodge
4. Development Area 4 – Riverside Hotel & Restaurant
5. Development Area 5 – Park & Open Space
6. Development Area 6 – Campground & RV Park

Property Information

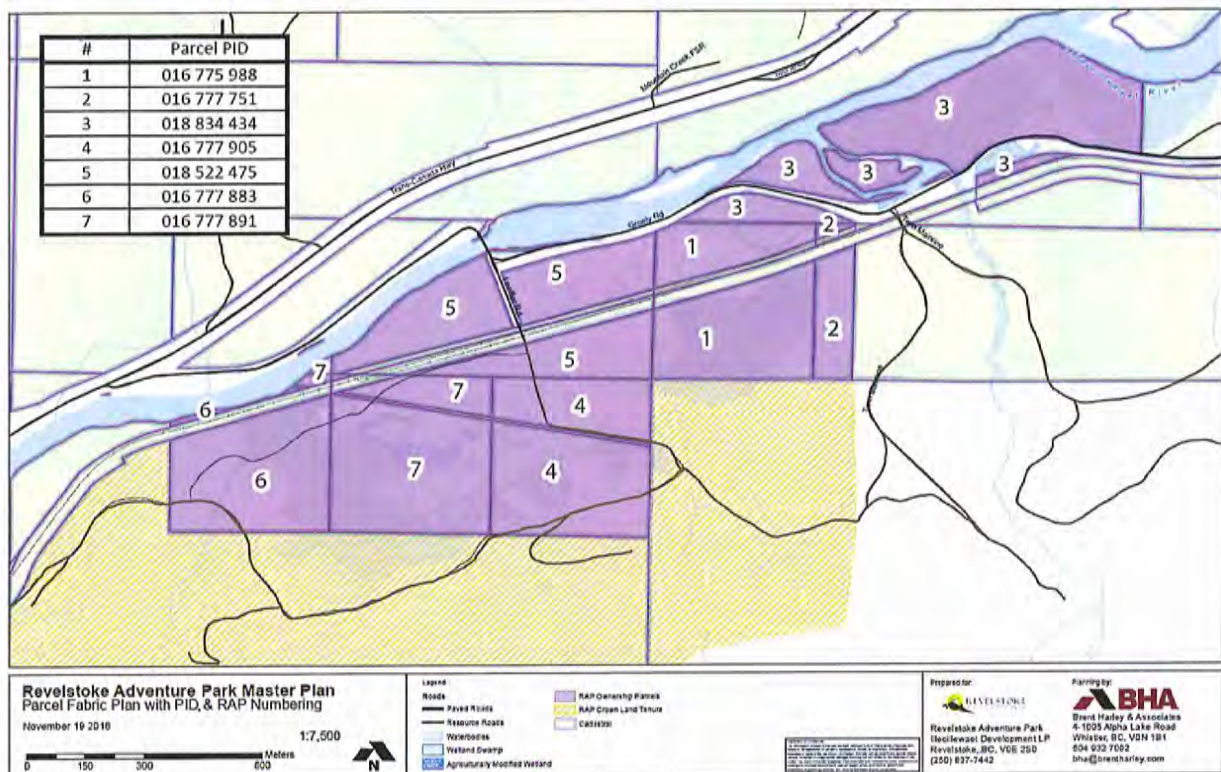
RAP is composed of properties owned by Illecillewaet Development Inc. (as general partner on behalf of Illecillewaet Development LP (IDL)).

Private land

The map proceeding table 1 provides an overview of the private land under application.

Table 1 – Property information				
#	PID	Legal Description	Size (ha)	Included in CD- B4 (ha)
1	016 775 988	LS 4, Sec 3, TP 14, R1, W6M KD, except parts included in RW plans 633A, and 15088 and NEP22512	14.6	14.6
2	016 777 751	That part of LS 3, Sec 3, TP 24, R1, W6M, KD from the westerly Boundary, except parts included in RW Plans 633A & 15088	3.6	3.6
3	018 834 434	Block A, Sec 3, TP 24, R1, W6M, KD, except parts included in plans and NEP 22512	22.8	22.8

4	016 777 905	LS 16, Sec 33, TP 23, R1, W6M, KD except parts included in plan RW 36	16.3	16.3
5	018 522 475	That part of the SE 1/4 Sec 4, TP 24, R1, W6M, KD, which lies to the south of the left bank of Illecillewaet river except: - Part included in RW DD 12340 - Part included in RW Plan 633A - Part included in plans 15089 and NEP22512	16.1	10.5
6	016 777 883	That part of fractional LS 14, Sec 33, TP 23, R1, W6M, KD which lies south of the left bank of the Illecillewaet, except parts included in RW Plans 633A and RW 35	12.1	12.1
7	016 777 891	LS 15, Sec 33, TP23, R1, W6M, KD, except parts included in RW plans 633A and RW 35	15.9	15.9
			101.4	101.4



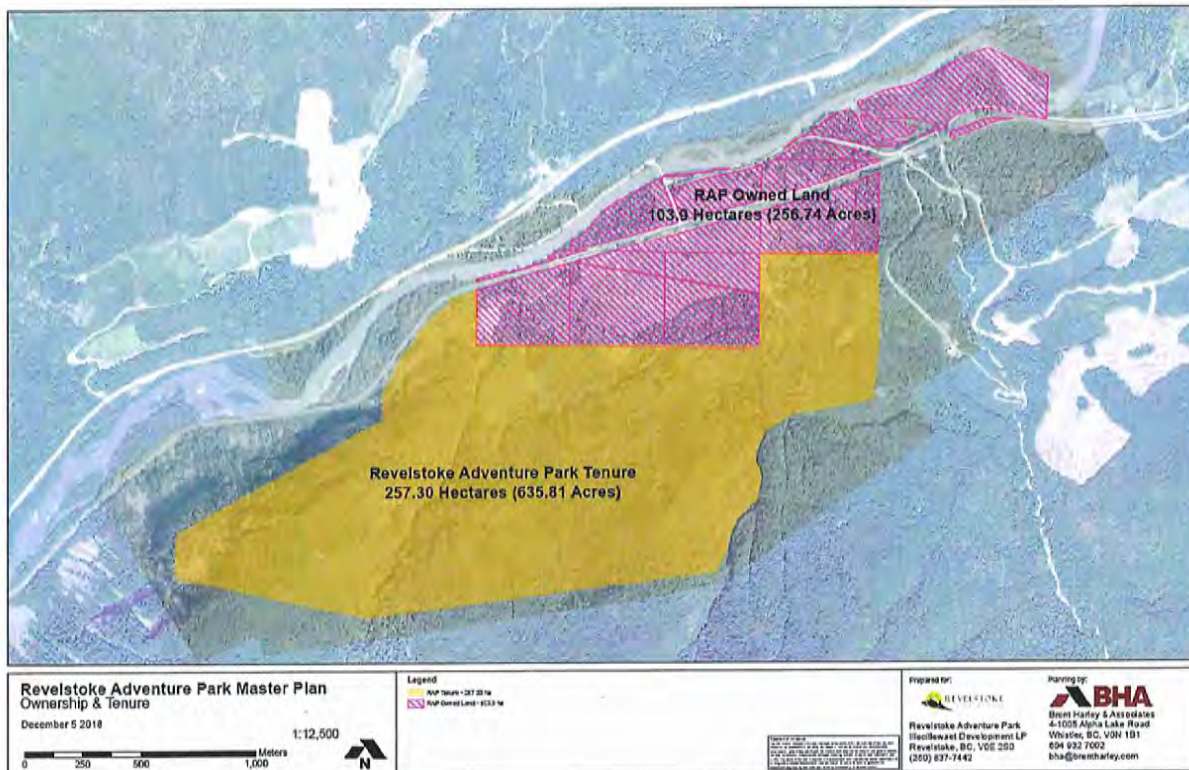
City of Revelstoke Water Main

The City of Revelstoke has a water main that runs through the property and is protected by existing right-of-ways (ROW Plans 35 and 36). The City of Revelstoke's Director of Engineering and Development Services did not have any concerns during a site visit prior to our 2016 Rezoning and OCP Amendment Application ("2016 Application"). The City asked that IDLP share their construction plans with the City prior to

commencing any work to ensure there are no risks. There exists the possibility to work with the City of Revelstoke to move and upgrade their existing water line and IDLP intend on furthering these discussions with the City in due course.

Crown land

IDLP was approved for a 30-year crown land tenure from the Ministry of Forests Lands and Natural Resources (MFLNR) for the land (257.3 ha) adjacent to IDLP's private land as outlined in the map below in August 2016. A copy of the Licence of Occupation and Management Plan has previously been sent to the CSRD Development Services.



Existing Land Use

The land in the proposed new Development Areas 1 to 3 is currently designated as Resort Commercial in the Official Community Plan and is zoned Comprehensive Development Zone B4 CDB4.

The land in the proposed new Development Areas 5 to 6 is currently designated as Rural Resource in the Official Community Plan and is zoned Rural Holdings.

As outlined in the map above, 101.4 ha of the land is land privately held by Illecillewaet Development Inc. (the land-owning entity/general partner of IDLP), and the remaining 257.3 ha is crown land.

IDLP has started preliminary land preparations on the private land in the proposed new Development Area 2 location. This work included wetland restoration and ditch infilling at an unnamed tributary to the Illecillewaet River with approval being granted by the MFLNR under a Section 11 (Changes In and About a Stream, Water Sustainability Act) Approval. Copies of this Approval along with the accompanying diagrams are included in the Appendix.

Agricultural Land Commission – Agricultural Land Reserve

In September 2014 the ALC approved IDLP's two application for non-farm-use and subdivision with the Agricultural Land Reserve ("ALR"). The ALC were also consulted and approved IDLP's Comprehensive Development Rezoning & Official Community Plan Amendment Application Package in 2016 for the existing Development Areas.

In March 2018 the ALC confirmed that it considers the 'Riverside Hotel & Restaurant' and the 'Park & Open Space' layout on the new proposed Development Area 4 and 5 consistent with direction provided in September 2017 and that the ALC has no objection to IDLP proceeding as proposed. Please see the Appendix for a copy of this confirmation.

The land to be used for Development Areas 6 is also within the ALR. In September 2014 the ALC approved IDLP's application for subdivision within the ALR. This approval can be seen in the Appendix.

In October of this year, 2018, the ALC approved IDLP's request for a modification to the number of lots and the relocation of the Campground & RV Park to the new proposed Development Area 6. Please see the Appendix for a copy of this confirmation.

Description of Proposed Development:

The proposed OCP land use amendments would see a change for the new proposed Development Areas 4 to 6 from Rural Resource to Resort Commercial.

The proposed zoning amendment would see the existing Rural Holdings changed for the new proposed Development Areas 4 to 6 to be included into the Comprehensive Development Zone B4.

To ensure confidence in our commitment to environmental best practices and creating a well-designed global tourism destination, in our 2016 Application we prepared proposed Development Permit Guidelines a copy of which was sent to the CSRD Development Services.

These requested amendments have come about as a result of further works undertaken by IDLP in conjunction with resort planners – Brent Harley & Associates when taking into consideration environmental reasons, circulation, ease of access and the functional grouping of attractions and facilities.

As previously mentioned, a "Crown land application for a License of Occupation for Commercial Recreation purpose" that covers the Crown land was approved by the MFLNRO in February 2017. For this application a detailed management plan for the Crown land was developed that describes the proposed development, including; construction schedule and techniques, environmental and wildlife protection, transportation/access, fire protection and servicing. Please refer to the full management plan that has previously been sent to the CSRD Development Services as part of the referral package for further details.

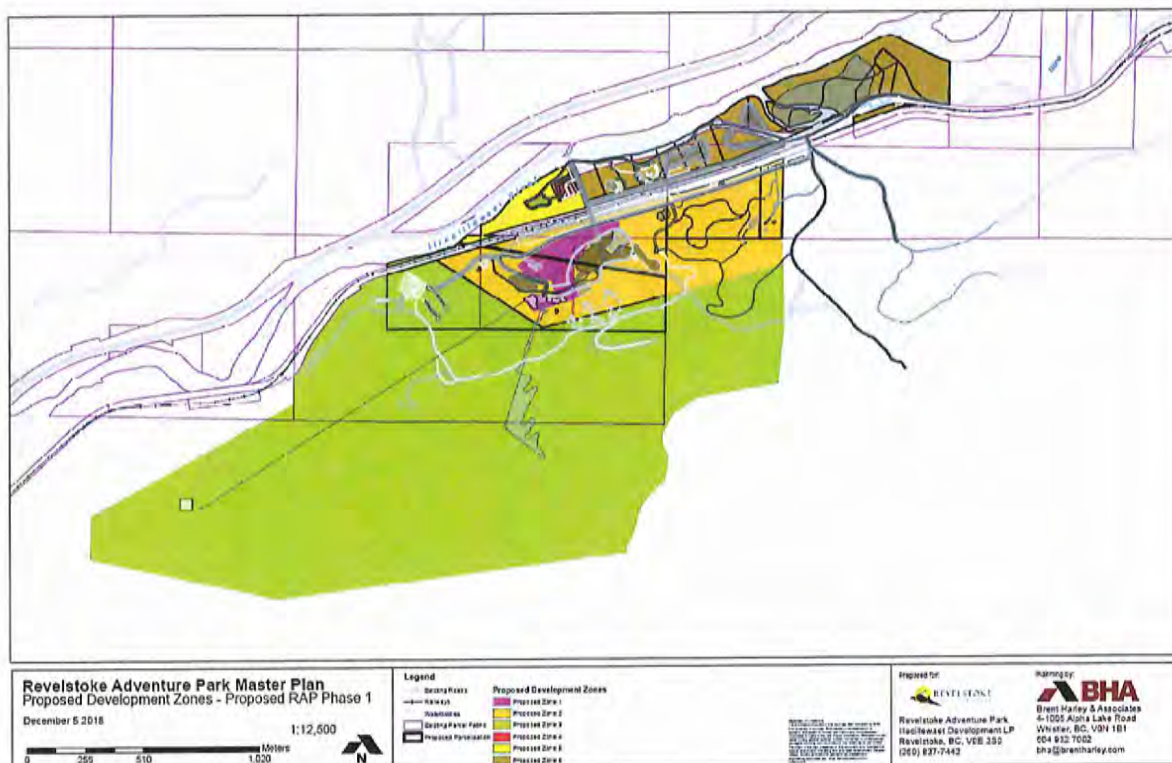
Revelstoke Adventure Park Comprehensive Development Zone B4

This application is made up of modifications to the existing Development Areas and the creation of three new Development Areas.

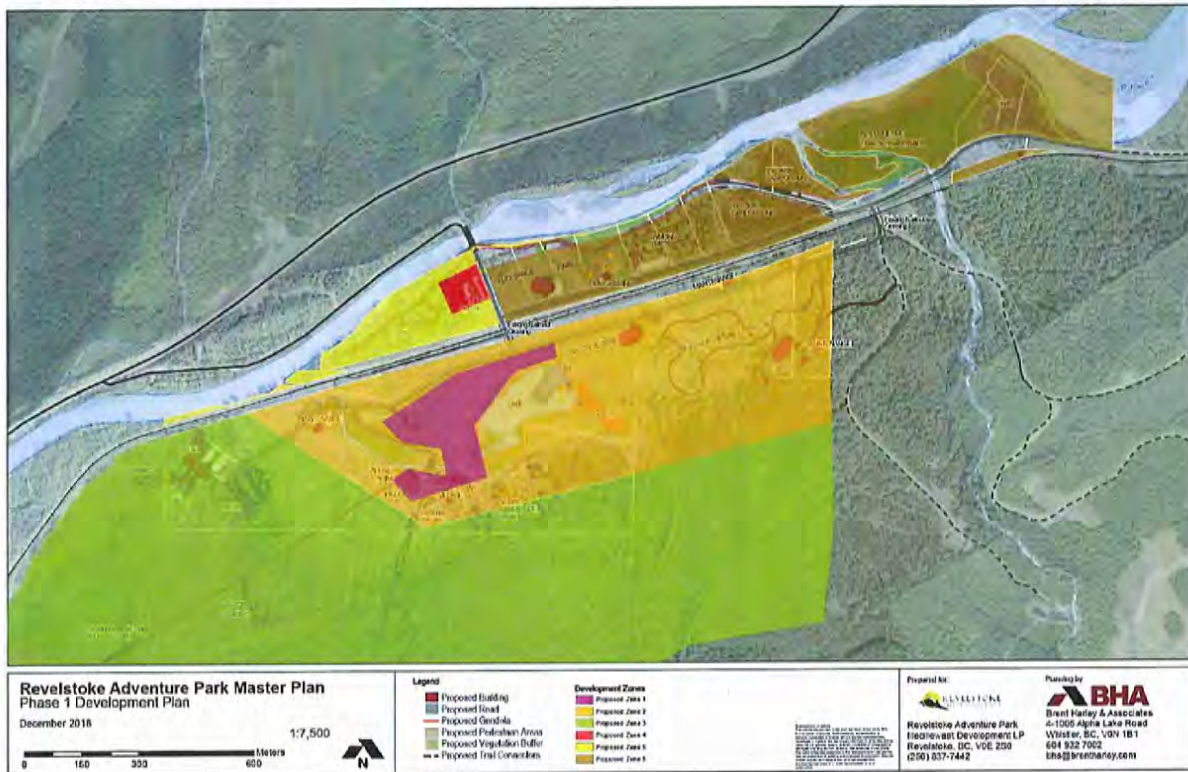
Each area has a different focus. Please refer to the map below for an overview of the modified and new Development Areas. A copy of the old Development Areas is included on page 11.

The key changes to the existing Development Areas have come about due to the relocation of the Campground & RV Park. This has resulted in the old Development Areas being merged and boundary lines being adjusted to better align with the Agricultural Land Reserve area.

Development Area 1, the Activity Main Base Area has been re-shaped but remains the same size.



Map of Proposed Phase One of the development



Development Area 1 – Activity Main Base Area

This area will remain the central hub of the development. It will be the base where visitors register for the adventure activities of their choice, enjoy food, beverages and retail offerings or participate in unique adventure amusements activities. Food service and other related commercial activities will occur in these base area buildings.

Development Area 2 – Greeley Meadows

A main feature of the development will be the creation of a lake that offers surfing on a man-made wave and swimming and boating opportunities. The main land-based amenities will include multi-use trails, festival space, stable for horse back riding and a driving range.

Development Area 3 – Hillside, Crown Land Activity Area & Mid-Mountain Lodge

A variety of adventure activities will be offered in the area, including mountain biking, tree top ropes courses, ziplining, bungee jumping/sky swing, sight seeing and hiking. The gondola will terminate at the highest point in the area where the Mid-Mountain Lodge will be found. The Mid-Mountain Lodge will be a full-service mountain lodge with viewing deck, restaurant, retail shop, function rooms and guest rooms.

Development Area 4 – Riverside Hotel & Restaurant

On the shores of the Illecillewaet River, this development area will include a hotel offering short-term accommodation for the traveling public.

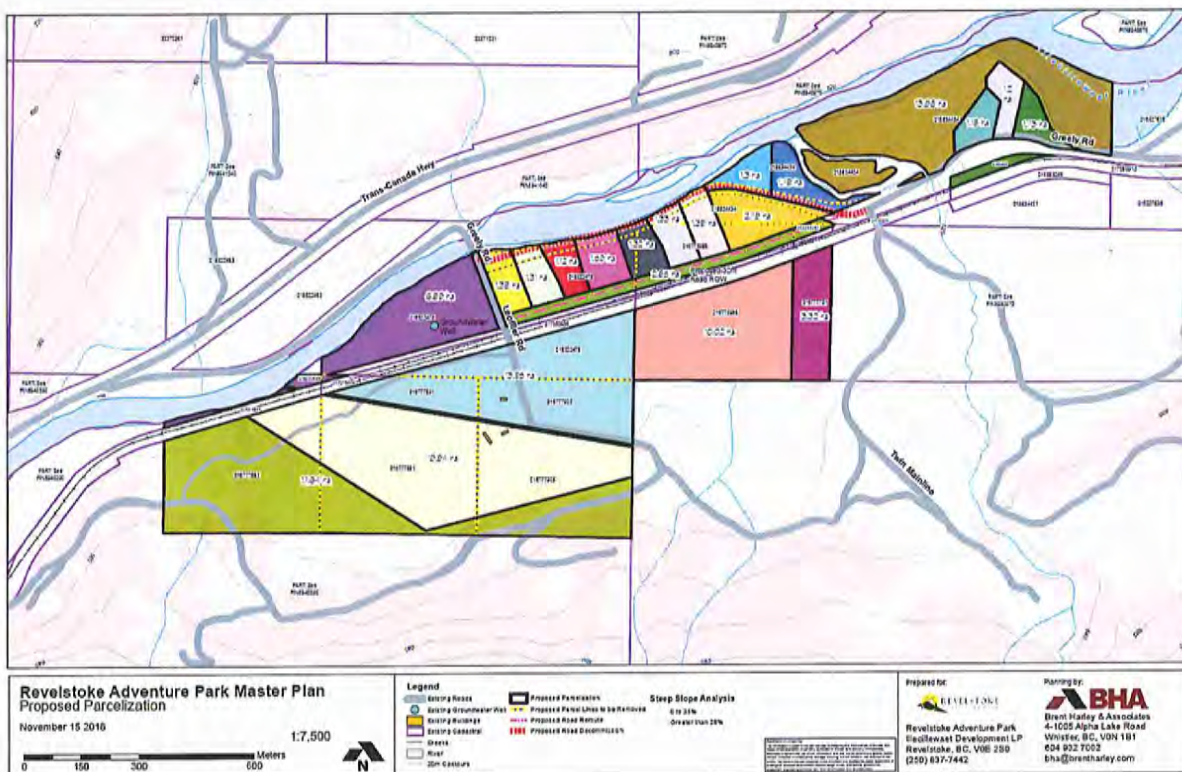
Development Area 5 – Park & Open Space

Also on the shores of the Illecillewaet River and next to the Riverside Hotel & Restaurant this area will offer park and open space for the travelling public to enjoy.

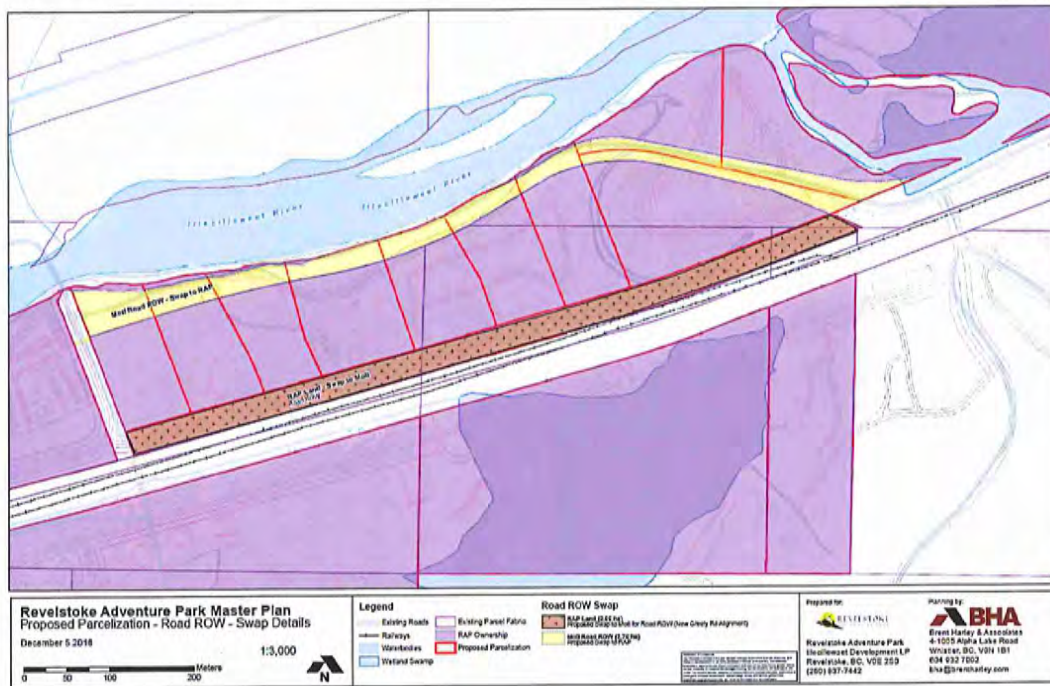
Development Area 6 – Campground & RV Park

The main feature of this area will be the Campground & RV Park that will also include yurts. A festival and special events space for events will also be located here along with other adventure related attractions.

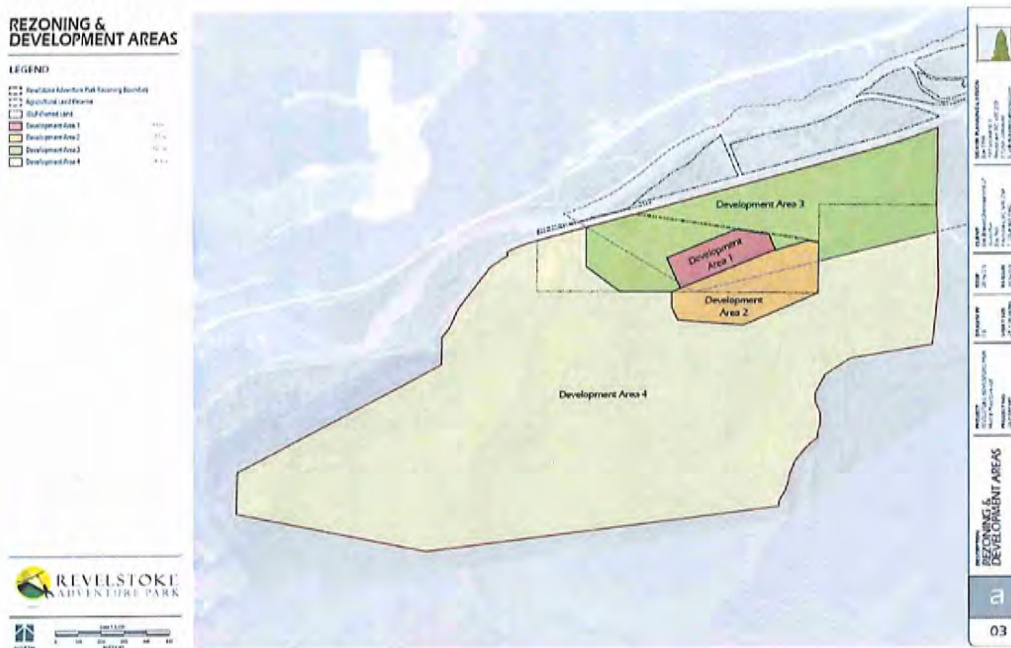
IDLP is also submitting concurrently with this application a subdivision application to the CSRD and the MOTI. A map of the proposed parcelization is included below.



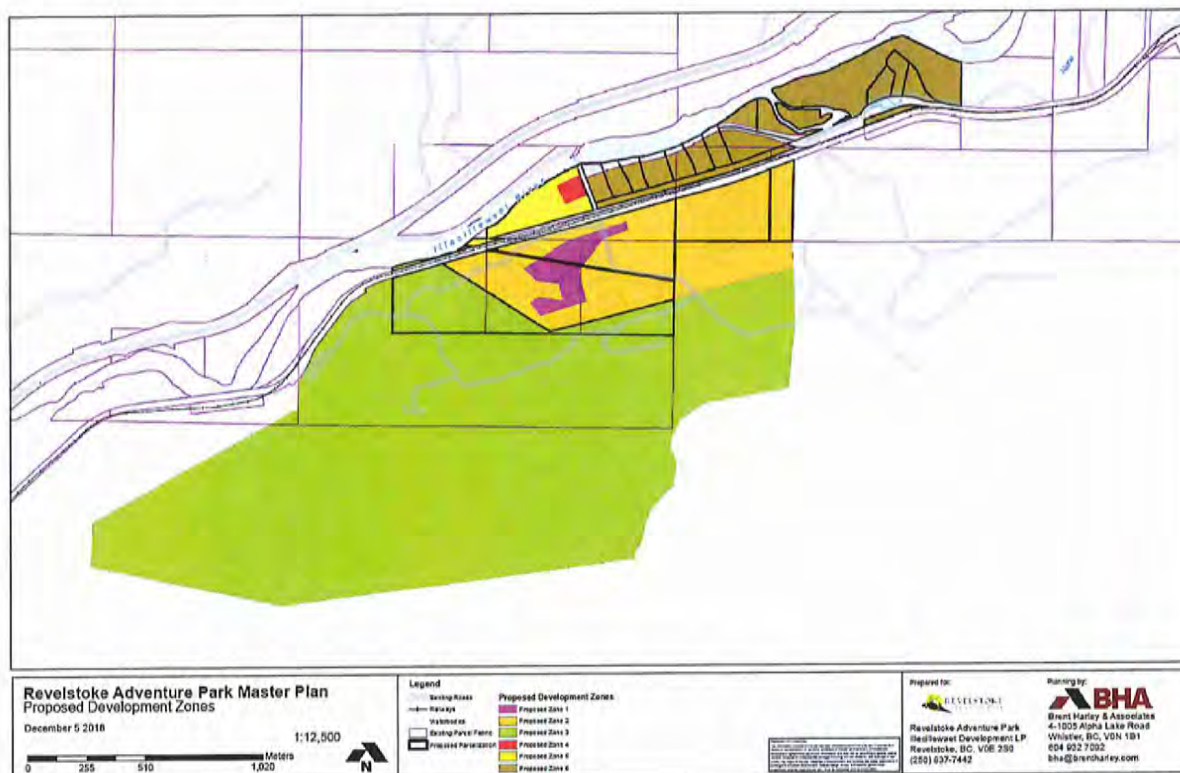
IDLP has also included in our subdivision plan the request to close approximately 1km of Greely Road starting from the Illecillewaet River bridge. This proposal includes a land swap so that the new road layout sees the road continue straight down Loeffler Road and turns left to continue east on our private land adjacent to the railway as per the plan below.



Map of the existing Development Areas



Map of the Proposed Rezoning & Development Areas



Phasing

Table below outlines the proposed phasing, and the main features of the development. Phasing is subject to change based on market conditions.

Table 2 – Main Features & Phasing				
	Phase Zero 2019	Phase One 2020	Phase Three 2021	Phase Four 2022+
Development Area 1	Design and installation of infrastructure and temporary buildings	<ul style="list-style-type: none"> Full Service Base Lodge Commercial Recreation Adventure Amusement Rides 	<ul style="list-style-type: none"> Chairlift / Gondola Restaurant Pub 	
Development Area 2		<ul style="list-style-type: none"> Adventure Amusement Ride Aerial Adventure Park Commercial Recreation 	<ul style="list-style-type: none"> Bike Skills Park Driving Range Stables Festival and Special 	<ul style="list-style-type: none"> Lake Adventure Amusement Ride Expansion Recreational Water Activities

			Events Space	<ul style="list-style-type: none"> • Train Station
Development Area 3		<ul style="list-style-type: none"> • Bungee Facility • Adventure Amusement Rides • Aerial Adventure Park • Commercial Recreation 	<ul style="list-style-type: none"> • Mountain Coaster • Aerial Adventure Park Expansion 	<ul style="list-style-type: none"> • Chairlift • Hotel • Holiday Cabins • Campground • Camping Yurts • Spa Facilities • Pub • Restaurant
Development Area 4		<ul style="list-style-type: none"> • Hotel • Commercial Recreation 		
Development Area 5		<ul style="list-style-type: none"> • Open Space • Commercial Recreation • Recreational Amenities 	<ul style="list-style-type: none"> • Recreational Water Activities 	
Development Area 6		<ul style="list-style-type: none"> • Campground • Festival and Special Events Space • Commercial Recreation 	<ul style="list-style-type: none"> • Yurts • Playground • Commercial Recreation 	

Site & Community Impacts

Prior to completing our preliminary design concept and submitting our Crown land tenure application, IDLP completed several preliminary studies examining the expected benefits and potential impacts of the Revelstoke Adventure Park.

Preliminary Studies & Permits

To facilitate the development of Revelstoke Adventure Park, IDLP has obtained various permits and engaged several professionals to conduct various studies and assessments. The existing permits are available in the Appendix and the studies are available within the Licence of Occupation and Management Plan as referenced above.

Table 3 – Summary Preliminary Studies (Included in the Crown Land Management Plan)

Preliminary Study	Description
Traffic Impact Assessment	"Traffic Impact Assessment Revelstoke Adventure Park," EYH Consultants, Vancouver, BC, 2015.
Collision Review (Supplementary Report)	"Collision Review Supplementary Report," EYH Consultants, Vancouver, BC, 2015.
Queue Lengths at Bridge (Supplementary Report)	"Queue Lengths at Bridge Supplementary Report," EYH Consultants, Vancouver, BC, 2015.
Terrain Stability Assessment	Adam Muddiman, P.Geo., "Terrain Stability Assessment for Greely Road (Road to Revelstoke Adventure Park), Revelstoke, BC, Revision #2," Onsite Engineering, Salmon Arm, BC, 2015.
Letter – TSA Correction	Adam Muddiman, P.Geo., "Re: Response to MFLNRO June 27, 2013 letter regarding Application for an Adventure Tourism License of Occupation, 'Revelstoke Adventure Park' near Revelstoke, BC," Onsite Engineering, Salmon Arm, BC, 2013.
Archaeological Assessment	Ian Cameron, RPCA, "Greely Property Development Preliminary Field Reconnaissance." Splat sin First Nation, Enderby, BC, 2012.
Wildlife Overview Assessment	Giles Shearing, "Wildlife Overview Assessment: Revelstoke Adventure Park: Greely, B.C." SEC Shearing Environmental Consultants, Revelstoke, BC, 2014.
Letter – Potential Known Impacts on the Greely Creek Watershed	Giles Shearing, "Re: Potential Known Impacts of the Revelstoke Adventure Park on the Greely Creek Watershed, B.C." SEC Shearing Environmental Consultants, Revelstoke, BC, 2015.
Wildfire Prevention and Response System	Simon Hunt, WFBS, "Wildfire Prevention and Response System." Spark Solutions Ltd., Revelstoke, BC, 2015.
Wildfire Threat Analysis and Mitigation Report	Simon Hunt, WFBS, "Wildfire Threat Analysis and Mitigation Report: Revelstoke Adventure Park: Greely, B.C." Spark Solutions Ltd., 2015.

Recommended Wildfire Development Guidelines	Kelly Johnston, RPF, "Revelstoke Adventure Park Recommended Wildfire Development Guidelines." Wildland Professional Solutions, Penticton, BC, 2015.
Letter – Road Maintenance Plan	Adam Muddiman, P.Geo., "Re: Road Maintenance Plan for proposed road to proposed Revelstoke Adventure Park," Onsite Engineering, Salmon Arm, BC, 2015.
Geotechnical Report on Bluffs	Onsite Engineering.
Riparian Areas Regulation Report	"Riparian Areas Regulation: Assessment Report," Azimuth Forestry and Mapping Solutions, Revelstoke, BC, 2012.

Table 4 - Summary of Approved Permits, Preliminary Studies & Applications in Progress

Appendix	Title	Details
Existing Permits		
A1	Investigative Use Permit	Land File #4405329
A2	Agricultural Land Commission Non-Farm Use and Subdivision Permit, Proposed Hotel Site Approval, Modification to Non-Farm Use and Subdivision Permit Approval	File #53546
A3	CP Rail Private Crossing Agreement	File #X-MOUN-119-46-F
A4	Sand and Gravel Permit	#G-5-302 (Private Land)
A5	Crown land Tenure for License of Occupation for Commercial Recreation	Land File #4405329
A6	Section 11 – Approval	Changes In and About a Stream – Water Sustainability Act – Section 11 – Approval
Applications in Progress		
	Water Licence Application	Ministry of Forests Lands & Natural Resources Operations
	Commercial Access Permit	Ministry of Transportation and Infrastructure
New Studies		
A7	Memorandum – Environmental Opportunities for Relocating Greely Road Outside the Illecillewaet River SPEA	Giles Shearing, "Environmental Opportunities for Relocating Greely Road Outside the Illecillewaet River SPEA", SEC Shearing Environmental Consultants, Revelstoke, BC, 2018.

Economic Impact

Although traffic on the Trans Canada Highway doubles during the summer months, the number of overnight visitors in Revelstoke does see a corresponding increase. RAP will serve to increase Revelstoke and its surrounding areas' appeal as a four-season destination and encourage overnight stays during these summer months.

RAP will directly create more than 250 jobs in the community. This number only reflects the operational needs of the Park and does not include the jobs that will be created during the various construction phases and in the administrative office. Working with RMR, we hope to attract and retain qualified employees by offering employment opportunities during the summer creating year-round employment. RAP will be committed to hiring, training and developing talent.

During the construction phase IDLP intends to work with local businesses and hire locally when possible. When considering the total economic impact of RAP, the sum of direct, indirect, and induced effects within the region should be considered:

Direct Effects:

- Increased sales in hotel, restaurants and retail outlets results in; increased payments for wage and salaries, supplies and services associated with increased business.

Indirect Effects:

- Increased business for those that supply supplies or services to local tourism businesses.

Induced Effects:

- Increased household spending directly or indirectly as a result of tourism spending.

Environmental Protection

Wildlife Habitat

SEC Consultants were retained in the fall of 2013 to conduct a wildlife overview assessment of the proposed project area. As referenced in SEC's report, the property sustains wildlife habitat but with adequate preplanning and integration and implementation of impact avoidance mitigation strategies, impacts to wildlife associated with RAP can be avoided and/or reduced. IDLP acknowledges that their guests' experience relates directly to their experience within the natural environment. Working closely with QEPs and environmental regulators, IDLP intends to integrate this project with the integrity and value of the natural environment.

Greely creek watershed

IDLP retained SEC to study the potential impact of RAP on the Greely Creek Watershed. SEC prepared a report detailing the findings. SEC concluded that "all recreation activities proposed for RAP are to occur within encompassing lands (i.e., private land and Crown tenure land held by the proponent) and therefore do not pose an intrinsic risk to the watershed." SEC found two potential risks to the watershed attributed to RAP: the risk of wildfire and human access. The report presents ways to mitigate both risks such that they are deemed insignificant, including developing a wildfire strategy, which is now complete, and a plan to retain existing natural buffers, along with other impact mitigation strategies.

Storm water run off & treatment

The development will be designed and constructed to minimize storm water impacts by using appropriate materials and design. Storm water will be treated on-site through infiltration with storm trenches along roads and pathways and storm ponds where appropriate.

Riparian Area Regulation

All work performed adjacent to or planned for within the Riparian Assessment Area (RAA) will do so in compliance with the provincial Riparian Areas Regulation (RAR) and the CSRD's development permit guidelines. IDLP has been working closely with Enkon Environmental Limited to ensure attractions and facilities are in compliance with these regulations, streamside protection and enhancement area boundaries and setbacks and the Water and Sustainability Act and Regulation.

Works in and about streams

Adhering to the regulations outlined in Section 9 of the provincial Water Act, pertaining to changes in and about a stream, Notification or Application for Approval will be submitted as required. The BC Ministry of Environment's "Standards and Best Practices for Instream Works" will be used as a guide, and a QEP will be retained to ensure compliance with permitting and monitoring.

As detailed above, IDLP has started preliminary land preparations on the land in the existing Development Area 2. This work included wetland restoration and ditch infilling at an unnamed tributary to the Illecillewaet River with approval being granted by the MFLNR under a Section 11 Approval. Copies of this Approval along with the accompanying diagrams are included in the Appendix.

Visual impacts

Visual impacts are not anticipated as a result of nominal tree clearing. Lighting will be designed to direct light where and when it is needed rather than toward the sky, decreasing its impact on wildlife.

Access

Trans-Canada Highway

To access CD B4, guests travel east from Revelstoke on the Trans-Canada Highway to Greely Road. At the request of the Ministry of Transportation, a traffic impact assessment was completed in accordance with the terms of reference established by the Ministry of Transportation. The study was completed by professional engineers at EYH Consultants.

During the finalization of this assessment the Ministry has concluded that: *"A westbound left turn be installed when RAP is open for business. The left turn lane should be designed in consultation with the Ministry for requirements and standards."* The highway design completed by our engineers McElhanney Consulting Services Ltd was agreed on and accepted by the Ministry of Transport in March 2018. More recently, IDLP in conjunction with McElhanney Consulting Services Ltd has been considering a revised intersection concept which would lessen the necessity for construction works to take place on the Trans-Canada Highway.

As additions to the traffic impact assessment, the Ministry also requested a collision review and a review of queue lengths at the bridge on Greely Road over the Illecillewaet River. There were no significant findings in the collision review. The Ministry did not raise any concerns with the single-lane access bridge over the Illecillewaet River but did request the review be conducted to demonstrate that the single-lane operation would be acceptable. EYH has completed this analysis and concluded that: *"the current arrangement for the bridge is sufficient to accommodate the traffic generated by the proposed Revelstoke Adventure Park."*

Transportation From Revelstoke

To facilitate access to RAP, IDLP intends to work with a local shuttle service to provide transportation for locals and visitors to and from Revelstoke.

Safety

Fire Smart Assessment

The initial completion of the “FireSmart Assessment” indicates that the wildfire hazard for our development is low.

IDLP engaged Spark Solutions and Wildland Professional Solutions to develop a number of reports and plans to be used by IDLP to prevent and respond to wildfires. The following reports can be found in the contained within the Management Plan previously sent to the CSRD Development Services.

- “Wildfire Prevention and Response System”
- “Wildfire Threat Analysis and Mitigation Report”
- “Revelstoke Adventure Park Recommended Wildfire Development Guidelines”

“Wildfire Prevention and Response System” is designed to be a fire preparedness reference to all staff and contractors working on the property. It outlines prevention, preparation, and fire suppression methods. The “Wildfire Threat Analysis and Mitigation Report” uses the standards presented in “Wildland Urban Interface Wildfire Threat Assessment in British Columbia” to assess the wildfire threat at RAP. Wildfire threat exists throughout the property at varying levels, but several factors combine to reduce the overall risk: the area’s infrequent history of wildfires, the fact that the property is north-facing (and thus retains moisture), and the composition of the forest (Interior Cedar Hemlock, which has low burn probability).

Based on the relevant findings, wildfire threat mitigation strategies are provided within the “Wildfire Threat Analysis and Mitigation Report”. It contains general threat mitigation strategies and offers other recommendations specific to RAP. Suggestions include continuing to participate with the City of Revelstoke and Area Community Wildland Fire Protection Committee, and to consider working with the City of Revelstoke and RMR to construct a firebreak.

“Revelstoke Adventure Park Recommended Wildfire Development Guidelines” describes the preliminary recommended wildland–urban interface fire development guidelines that should be considered in the planning and development of RAP. The guidelines are specifically focused on mitigating the general wildfire threat to the facilities and the individual values at risk within the development. Each guideline topic is addressed by providing an overview of the wildfire risk and is followed by appropriate recommendations to reduce RAP’s wildfire risk and increase public and first responder safety.

Fire Protection

Preliminary conversations were had with Kenn Mount, the former CSRD Regional Fire Chief in 2016, and a fire service protection agreement will be developed in conjunction with the regional fire team prior to construction commencing.

Emergency Services

RAP will employ trained first aid attendants, who will be the first to respond to any medical emergencies at the park. As part of the medical emergency response plan, procedures will be established with BC Ambulance Services, IHA, Queen Victoria Hospital in Revelstoke, and the local medical clinics.

Utilities***Power, Electrical, and Telecommunications***

IDLP has been given the appropriate approvals for power from both CP Rail and BC Hydro. Local contractor Canyon Electric installed the transformers and switches in the summer of 2016.

Source of Water

IDLP will comply with the Drinking Water Protection Act & Regulation and the B.C Health Act. There is one unnamed creek that runs through the development zones. A Water Licence Application has been submitted to FrontCounter BC to obtain rights to access this stream/creek for commercial purposes.

A Drinking Water Operating Permit will be obtained from the Interior Health Authority (IHA), and an IHA-approved water system will be engineered.

As an alternative, IDLP has an existing agreement for water consumption with the City of Revelstoke to access their treated water. The existing agreement is for agricultural purposes, and IDLP intends on further discussing the possibility of altering this existing agreement to allow for commercial use with city officials and the engineering department.

Sewage Disposal

IDLP will comply with the B.C Sewage System Regulation and the B.C Health Act. Early phasing, prior to built structures being completed, will see the installation of portable washrooms. Arrangements will be made with a provincially licensed sewage disposal facility. When buildings are constructed, such as the full service base lodge, holiday cabins and hotel, an IHA and/or Ministry of Environment approved septic system will be professionally designed and installed.

Recycling and Refuse Disposal

A contract with a local waste removal company will be established to ensure waste is removed from the property on a regular basis, and Bear Aware principles will be adhered to.

Archaeological Sites

A Preliminary Field Reconnaissance (PFR) was conducted by the Splotsin First Nation to assess if there are any potential archaeological sites in the proposed development area or if any further archaeological field studies are required. The proposed tenure area was deemed to have "low archaeological potential" and "no further archaeological work is recommended."

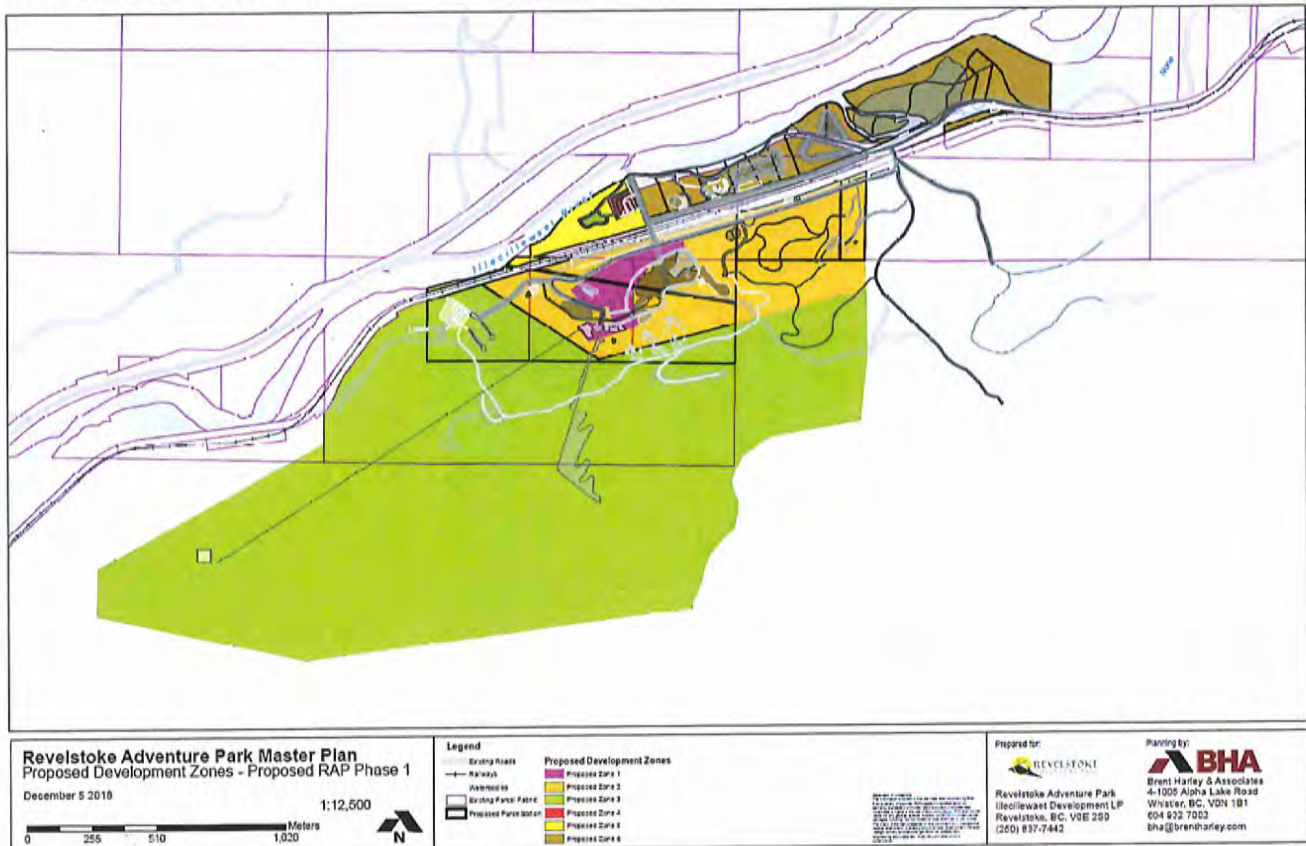
Development Principals

IDLP have drafted development principals that will guide and inform the development of the Revelstoke Adventure Park to ensure high environmental standards and design that will enhance the adventure park, making it an important tourism destination in BC and in the region.

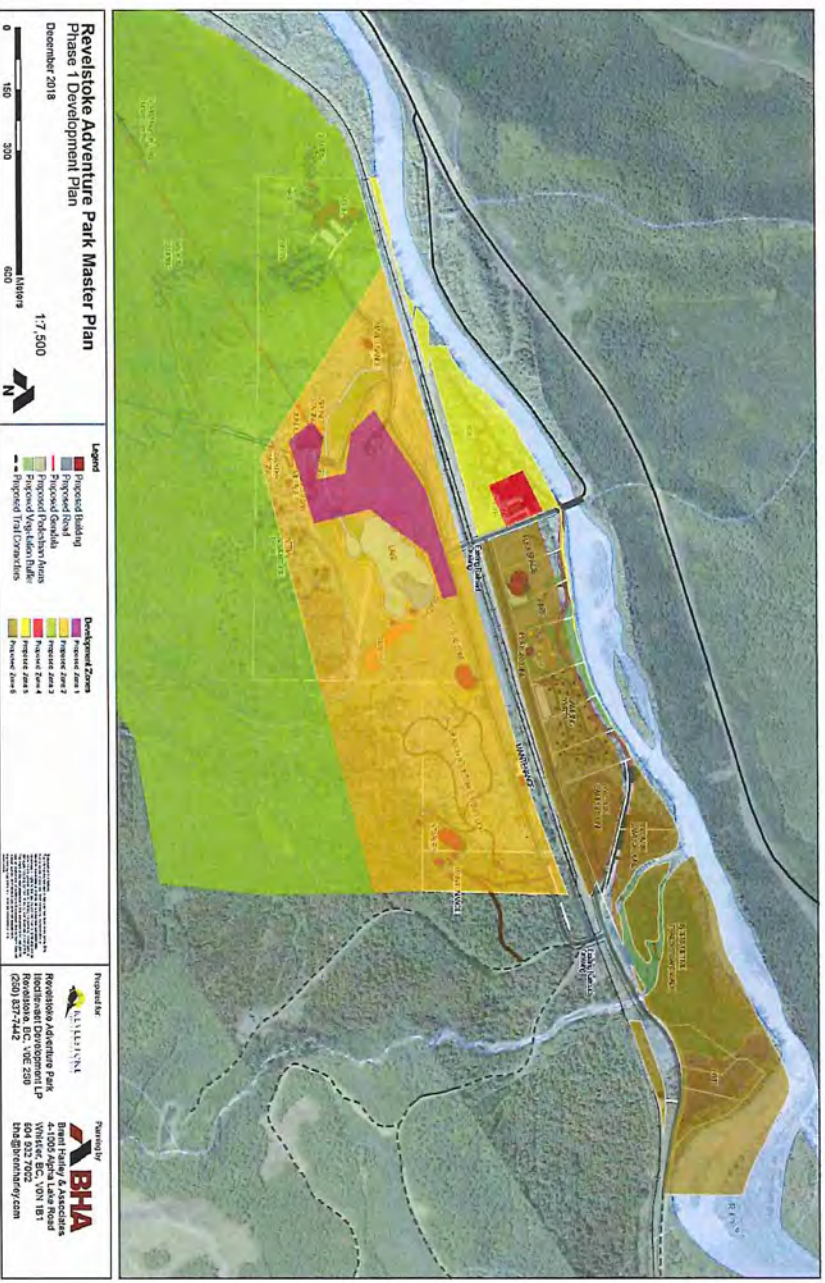
The guidelines include:

- Protecting wildlife and retaining the natural landscape are central to the success of the development. To facilitate this, IDLP will:
 - Retain the natural landscape and integrate the natural environment into the development's design.
 - Ensure building siting, layout, and design will create and enhance views of natural features and landscapes.
 - Minimize the impact of the development on wildlife movement by providing buffer space between the development and adjacent wildlife corridors.
- Create buildings with High Environmental Performance standards (Passive House, LEED, etc.), that incorporate natural building materials, such as felled trees, found on site.
- Buildings and amenity areas will be of a high-quality that consider local climatic and cultural influences to create buildings and amenity space that is reflective of place and will enhance the Revelstoke Adventure Park as a global tourism destination.
- Adhere to best management practices in the following guides published by the Province:
 - "Develop with Care 2014: Environmental Guidelines for Urban and Rural Land Development in British Columbia"
 - "Environmental Best Management Practices for Urban and Rural Land Development"
 - "Wildlife Guidelines for Backcountry Tourism/ Commercial Recreation in BC"

Proposed Development Zone Maps



Proposed Phase One Map





Agricultural Land Commission
133-4940 Canada Way
Burnaby, British Columbia V5G 4K6
Tel: 604 660-7000
Fax: 604 660-7033
www.alc.gov.bc.ca

September 4, 2014

ALC File: 53546 (Non-farm Use)
ALC File: 53547 (Subdivision)

R.G. (Bob) Holtby
2533 Copper Ridge Drive
West Kelowna, B.C. V4T 2X5

Dear Mr. Holtby:

Re: Application #53546 for Non-farm Use in the Agricultural Land Reserve (ALR)
Application #53547 for Subdivision in the Agricultural Land Reserve (ALR)

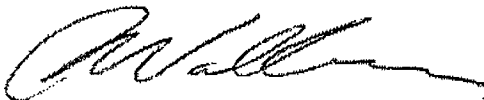
The Agricultural Land Commission (the "Commission") has combined both of these applications under one set of minutes with a separate resolution for each proposal. Please find attached the Minutes of Resolutions #254/2014 & #255/2014 as it relates to applications #53546 and #53547 respectively. As agent, it is your responsibility to notify your client(s) accordingly. The Commission has also attached a sketch plan depicting the decision.

As it relates to application #53547, please send two (2) copies of the final survey plan to this office. The Commission will then authorize the Registrar of Land Titles to accept registration of the plan.

Further correspondence with respect to this application is to be directed to Ron Wallace (Ron.Wallace@gov.bc.ca).

Yours truly,

PROVINCIAL AGRICULTURAL LAND COMMISSION

Per: A handwritten signature in black ink, appearing to read "C. Fry", is written over a horizontal line.

Colin J. Fry, Chief Tribunal Officer

Enclosure: Minutes of Resolution #254/2014 & #255/2014

cc: Columbia-Shuswap Regional District (File: LC2487B)

53546 & 53547 d1



MINUTES OF THE PROVINCIAL AGRICULTURAL LAND COMMISSION

A meeting was held by the Provincial Agricultural Land Commission on May 28, 2014 at the offices of the Commission located at #133 – 4940 Canada Way, Burnaby, B.C. as it relates to the Applications #53546 and #53547.

COMMISSION MEMBERS PRESENT:

Richard Bullock	Chair
Jennifer Dyson	Vice-Chair
Gordon Gillette	Vice-Chair
Bert Miles	Commissioner
Jim Johnson	Commissioner
Jerry Thibeault	Commissioner
Lucille Dempsey	Commissioner

COMMISSION STAFF PRESENT:

Ron Wallace	Planner
Colin Fry	Chief Tribunal Officer

PROPOSAL (Submitted pursuant to sections 20(3) and 21(2) of the *Agricultural Land Commission Act*)

The proposal is both to:

- (Submitted pursuant to sections 20(3) of the ALC Act; ALC Application 53546)
To develop the subject properties into a comprehensive resort commercial destination as outlined in the application proposal. The land proposed for Non-farm use lies south of the railway tracks and totals approximately 47 ha of the six privately owned properties. The Crown land under application would use approximately 9.9 ha of ALR for Non-farm use.
- (Submitted pursuant to sections 21(2) of the ALC Act; ALC Application 53547)
The proposal is to subdivide 21 new lots on the portion of the properties lying south of the Illecillewaet River and north of the CPR main line. The new lots are proposed to be ~1.0 ha and to be used as rural residential hobby farms.

A report entitled *An Opinion on an Application for Non-farm Use* (the "Agrologist Report") was submitted by R.G. (Bob) Holtby, P.Ag. for the applicant dated June 29, 2013. This report provided an overview of the application and an opinion on its impact to agriculture.

PROPERTY INFORMATION:

Parcel One

Owner: Illecillewaet Developments Inc.

Legal: PID: 016-775-988

Legal Subdivision 4, Section 3, Township 24, Range 1, West of the 6th Meridian,
Kootenay District, Except Parts Included in RW Plans 633A and 15088 and Plan
NEP22512

Location: Revelstoke

Size: 14.6 ha (14.6 ha in the ALR)

Parcel Two

Owner: Illecillewaet Developments Inc.

Legal: PID: 016-777-751

That Part of Legal Subdivision 3, Section 3, Township 24, Range 1, West of the 6th Meridian, Kootenay District, Which Lies West of a Line Parallel to and 5 Chains Distant from the Westerly Boundary, Except Parts Included in RW Plans 63AA and 15088

Location: Revelstoke

Size: 3.6 ha (3.6 ha in the ALR)

Parcel Three

Owner: Illecillewaet Developments Inc.

Legal: PID: 018-522-475

That Part of the Southeast ¼ Section 4, Township 24, Range 1, West of the 6th Meridian, Kootenay District, Which Lies to the South of the Left Bank of the Illecillewaet River, Except (1) Part Included in RW DD 12340, (2) Part Included in RW Plan 633A, and (3) Part Included in Plans 15089 and NEP22512

Location: Revelstoke

Size: 16.1 ha (16.1 ha in the ALR)

Parcel Four

Owner: Illecillewaet Developments Inc.

Legal: PID: 016-777-883

That Part of Fractional, Legal Subdivision 14, Section 33, Township 23, Range 1, West of the 6th Meridian, Kootenay District, Which Lies South of the Illecillewaet River, Except Parts Included in RW Plans 633A and RW 35

Location: Revelstoke

Size: 12.1 ha (1.8 ha in the ALR)

Parcel Five

Owner: Illecillewaet Developments Inc.

Legal: PID: 016-777-891

Legal Subdivision 15, Section 33, Township 23, Range 1, West of the 6th Meridian,
Kootenay District, Except Parts Included in RW Plans 633A and RW 35

Location: Revelstoke

Size: 15.91 ha (13.3 ha in the ALR)

Parcel Six

Owner: Illecillewaet Developments Inc.

Legal: PID: 016-777-905

Legal Subdivision 16 Section 33, Township 23, Range 1, West of the 6th Meridian,
Kootenay District, Except Parts Included in Plan RW 36

Location: Revelstoke

Size: 16.3 ha (12.7 ha in the ALR)

SITE INSPECTION

A site inspection was conducted on May 8, 2014 at the subject property. Those in attendance included the Commissioners Miles and Johnson, ALC staff Ron Wallace, applicants Jason Roe and Cara Armstrong and agent Bob Holtby.

It was noted the subject land is located approximately 8 km east of the City of Revelstoke and is accessed from the Trans-Canada Highway by Greely Road, which crosses the Illecillewaet River and the CPR main line which runs east/west. The subject properties are part of a narrow valley between large mountains to the south and to the north.

The portion of the subject land south of the railway line is relatively large and flat (and was noted to have been previously used for forage crops associated with a beef cattle operation). However the land has limited agricultural potential due mostly to the lack of adequate sunlight caused by shading from the adjacent mountains to the south.

It was indicated by the applicant that the proposed development of the 'adventure park facility' would be for uses not requiring significant building infrastructure on the ALR portion of the land, and that should the non-farm use development be scaled back, agricultural use could easily be re-established on the land.

The area proposed for subdivision is located between the Illecillewaet River and the CPR main line. Leoffer Road intersects with Greely Road just south of the bridge and provides access to the proposed lots east of Greely Road. The proposed 4 lots to the west of Greely Road would be accessed from the newly dedicated road adjacent to the CPR right-of-way.

Section 14(2) of the *Agricultural Land Commission Act* provides that a member of the Commission who was not present at a meeting to determine an application or other matter may vote on the application or matter only if a summary of the meeting is given to the member before the vote. Commissioners Miles and Johnson gave a verbal summary of the site inspection and provided a *Site Inspection Report* to all Commission members recorded above.

LEGISLATIVE CONTEXT FOR COMMISSION CONSIDERATION

Section 6 (Purposes of the commission) of the *Agricultural Land Commission Act* states:

6 The following are the purposes of the commission:

- (a) to preserve agricultural land;
 - (b) to encourage farming on agricultural land in collaboration with other communities of interest; and
 - (c) to encourage local governments, first nations, the government and its agents to enable and accommodate farm use of agricultural land and uses compatible with agriculture in their plans, bylaws and policies.
-

COMMISSION CONSIDERATION

After considering the information the Commission concluded as follows:

1. In assessing agricultural capability, the Commission refers in part to agricultural capability mapping and ratings. The ratings are interpreted using the Canada Land Inventory (CLI), 'Soil Capability Classification for Agriculture' system.

The improved agricultural capability ratings identified on Canadian Land Inventory (CLI) map sheet 82M/1 for the subject property are Class 3, Class 5 and Class 7 (4:3M-5PM-7IW) and (7:7TP - 3:5PM).

Class 3 - land is capable of producing a fairly wide range of crops under good management practices. Soil and/or climate limitations are somewhat restrictive.

Class 5 - land is capable of production of cultivated perennial forage crops and specially adapted crops. Soil and/or climate conditions severely limit capability.

Class 7 - land has no capability for soil bound agriculture.

The limiting subclasses associated with this parcel of land are M (moisture deficiency), P (stoniness), I (inundation), W (excess water) and T (topographic limitations).

- With regard to the Agrologist Report provided by Bob Holtby, P.Ag., he too determined that the agricultural capability of the subject lands would be limited "given the shading from the mountains to the south of the parcel."

Conclusion:

The subject property has marginal agricultural capability.

2. In addition to the subject site's limited agricultural capability, the Commission noted that its location – approximately 8 km east of the City of Revelstoke and amid a mountainous area – is relatively isolated from other significant agricultural enterprises and away from any large population centre. As such the Commission believes the subject site's suitability for agricultural is also limited.

Conclusion:

The subject property has limited agricultural suitability.

IT WAS

MOVED BY: Commissioner Johnson

SECONDED BY: Commissioner Thibeault

THAT the proposal for subdivision and to develop a comprehensive resort commercial destination be approved.

AND THAT the approval is subject to:

1. The subdivision be in substantial compliance with the plan submitted with the application;
2. The commercial resort development be in substantial compliance with the plan submitted with the application;
3. The subdivision plan (for application #53547) must be completed within three (3) years from the date of the letter communicating this decision; and
4. The development of the proposed resort commercial facility (for application #53546) must be commenced within three (3) years from the date of the letter communicating this decision.

AND FINALLY THAT this decision does not relieve the owner or occupier of the responsibility to comply with applicable Acts, regulations, bylaws of the local government, and decisions and orders of any person or body having jurisdiction over the land under an enactment.

CARRIED

Resolutions #254/2014 & #255/2014



Agricultural Land Commission
133-4940 Canada Way
Burnaby, British Columbia V5G 4K6
Tel: 604 660-7000
Fax: 604 660-7033
www.alc.gov.bc.ca

March 1, 2018

ALC File: 53546

Jason Locke
Black Tie Properties
PO Box 2790
122 Mackenzie Ave
Revelstoke, BC
V0E 2S0

Via E-mail

Re: Proposed Site Plan for Hotel

Thank you for meeting with the Agricultural Land Commission (ALC) staff (Feb. 28, 2018) at the ALC office and for submitting a copy of the proposed 1 ha hotel site plan in the Agricultural Land Reserve (ALR) permitted by ALC Resolutions # 254/2014 and #255/2014. It was helpful to discuss the challenges that you were having with respect to the development of the RV park also approved by the aforementioned resolutions

This is to advise that the Agricultural Land Commission (ALC) considers the proposed hotel layout as shown on the attached plan as consistent with direction provided in September 2017. The ALC has no objection with you proceeding as proposed based on the attached site plan (subject to local government approval).

In addition the ALC confirms that should you wish to concurrently amend the development footprint for the RV park and the development zoning boundaries a new non-farm use application would be required.

If you have any further questions, please contact the undersigned.

Yours truly

PROVINCIAL AGRICULTURAL LAND COMMISSION

Martin Collins, Director of Policy and Planning

Enclosure: Site Plan

cc: Columbia Shuswap Regional District

PROPOSED SITE PLAN

Legend

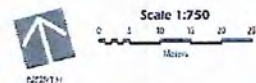
- Property Boundary
- Illecillewaet Development LP Owned Property
- Building Footprint
- Patio/Deck
- New Roads & Access Roads
- Existing Trees
- Proposed New Trees
- Native Landscaping
- Plaza/Park Area
- Existing Roads
- Proposed Lot Subdivision
- Creeks & Ditches
- Riparian Area Setbacks

DESCRIPTION OF BUILDINGS IN ALR

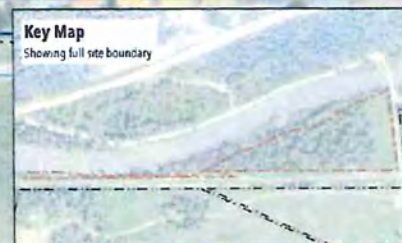
- 1 HOTEL BUILDING**
- | | |
|---------------------|----------------------|
| Total Square Meters | 6,000 m ² |
| Building Footprint | 2,000 m ² |
- Services
- Check in & Covered Drop Off Area
 - Restaurant / Pub
 - Hotel Accommodation (Floors 2 & 3)
 - 100 Hotel Rooms
 - Underground Parking (44 Spaces)
 - Plaza / Park Area
 - Patio Overlooking the Illecillewaet River

DESCRIPTION OF SITE WORKS

- 1 New Access Road**
- 2 Surface Parking Area**
- | | |
|---------------------------------------|------|
| Number of Surface Parking Spaces | 68 |
| Width of Vegetated Stormwater Medians | 4.0m |
- 3 Proposed Park / Greenspace**
- | | |
|------------|--------|
| Total Area | 4.1 ha |
|------------|--------|
- Amenities
- Trails, Open Space & Natural Areas
- 4 Vegetation Screen & Berm**
- 5 Potential Additional Parking**



Key Map
Showing full site boundary



DESCRIPTION
PROPOSED SITE PLAN

PROJECT
Carmy Acres / Proposed Site Plan

CLIENT
Illecillewaet Development LP
Box 2700
Revelstoke, BC
V0W 2A0

DATE
2016, 02/15

ISSUED
2016, 02/15

REVISION
2016, 02/26

PROJECT NO.
2016-RN-CGP

SHEET NO.
24 X 36 INCH

SCALE
24 X 36 INCH

DATE
2016, 02/15

PROJECT NO.
2016-RN-CGP

CLIENT
Illecillewaet Development LP
Box 2700
Revelstoke, BC
V0W 2A0

DATE
2016, 02/15

ISSUED
2016, 02/15

REVISION
2016, 02/26

PROJECT NO.
2016-RN-CGP

SHEET NO.
24 X 36 INCH

SCALE
24 X 36 INCH

DATE
2016, 02/15

PREPARED BY
J. L. L. L.

DESIGNED BY
J. L. L. L.

CHECKED BY
J. L. L. L.

DATE
2016, 02/15

PROJECT NO.
2016-RN-CGP

SHEET NO.
24 X 36 INCH

SCALE
24 X 36 INCH

DATE
2016, 02/15



Agricultural Land Commission
201 – 4940 Canada Way
Burnaby, British Columbia V5G 4K6
Tel: 604 660-7000
Fax: 604 660-7033
www.alc.gov.bc.ca

October 19, 2018

Reply to the attention of Celeste Barlow
ALC Application: 53546 & 56547

Jason Roe
DELIVERED ELECTRONICALLY

Dear Mr. Roe:

Re: Modifications to Resolution #255/2014 and Resolution #254/2014

The Agricultural Land Commission (the "ALC") is in receipt of your May 23, 2018 and July 12, 2018 email which proposes to:

- Modify to the number of lots approved for subdivision by Resolution #255/2014; and
- Relocate components of the non-farm use approved by Resolution #254/2014.

Each approval will be addressed separately below.

Resolution #255/2014

By Resolution #255/2014 the Commission approved Illecillewaet Developments Inc. (the "Applicant") to subdivide 21, one (1) hectare lots off of six properties for the purpose of developing rural residential hobby farms. In your May 23, 2018 correspondence you propose to modify the approved 21 lot subdivision to a 14 lot subdivision following a required environmental assessment.

This is to advise that the ALC considers the attached Schedule A: Site Plan, dated May 23, 2018 and titled "Revelstoke Adventure Park Master Plan Concept Plan – Subdivision (14 lots)" to be in substantial compliance with Resolution #255/2014. The ALC has no objection with you proceeding as proposed based on the attached Schedule A: Site Plan (subject to local government approval).

Resolution #254/2014

By Resolution #254/2014 the Commission approved the Applicant to develop a comprehensive resort commercial destination on six properties over 47 ha. In your July 12, 2018 correspondence you propose to move the approved 212 unit campground/30 yurts to another location on the property as noted on the attached plan.

This is to advise that the ALC considers the attached Schedule B: Site Plan, dated March 2018 and titled "Revelstoke Adventure Park Master Plan Preferred Concept" to be in substantial compliance with Resolution #254/2014. The ALC has no objection with you proceeding as proposed based on the attached Schedule B: Site Plan (subject to local government approval).



Agricultural Land Commission

201 – 4940 Canada Way
Burnaby, British Columbia V5G 4K6
Tel: 604 660-7000
Fax: 604 660-7033
www.alc.gov.bc.ca

Please direct further correspondence with respect to this inquiry to Celeste Barlow at ALC.Okanagan@gov.bc.ca.

Yours truly,

A handwritten signature in black ink that reads 'Celeste' in a cursive, flowing script.

Celeste Barlow, Land Use Planner

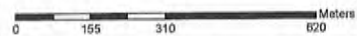
Enclosures: Schedule A: Site Plan
Schedule B: Site Plan
Email Correspondence

Cc: Columbia Shuswap Regional District (File: LC2487B)

May 23 2018 1:27:50 PM

May 23 2018

1:7,500



 Paved Roads
 Resource Roads
 RAP Crown Land Tenure
 Creeks
 Watershed
 ENXORE - RAP Ownership Parcels
 Agriculturally Modified Wetland
 Wetland Swamp
 SPEA Networks

Prepared for:



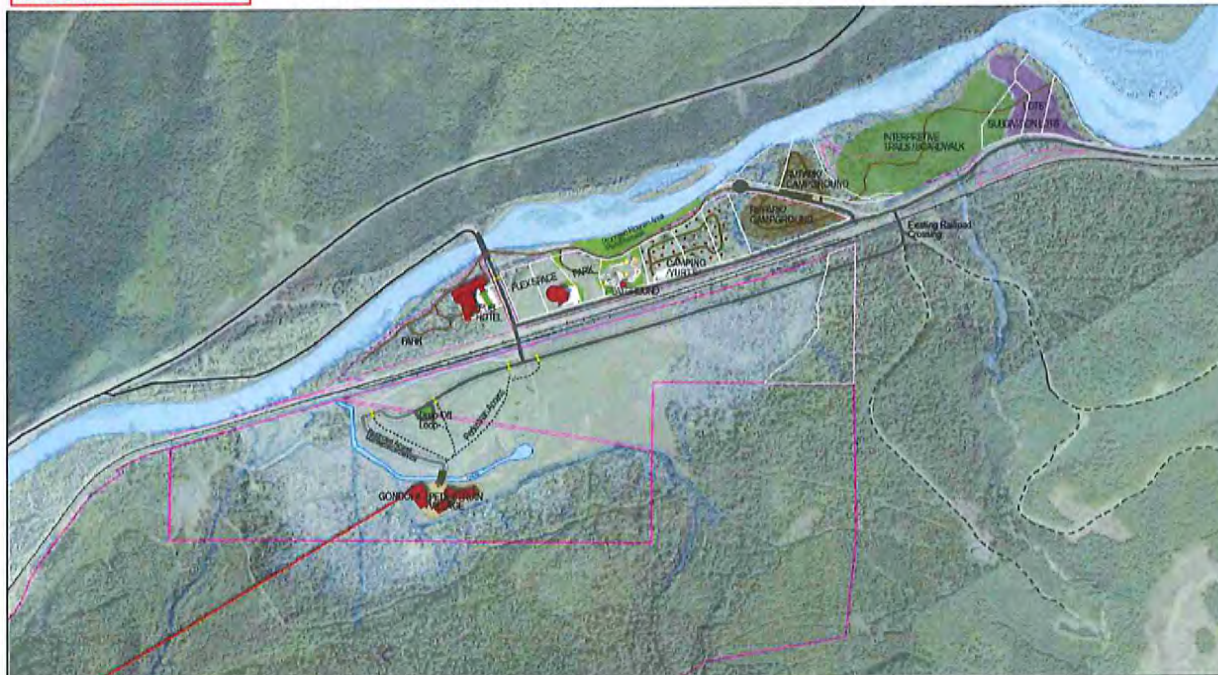
Revelstoke Adventure Park
Illecillewaet Development LP
Revelstoke, BC, V0E 2S0
(250) 837-7442

Prepared by: _____



Brent Harley & Associates
4-1005 Alpha Lake Road
Whistler, BC, V0N 1B1
604 932 7002
bha@brentharley.com

Schedule B: Site Plan



Revelstoke Adventure Park Master Plan
Preferred Concept
March 2018

DRAFT

1:7,500

0 150 300 600 Meters



Legend

- Watercourse
- Railway
- Agriculturally Modified Wetland
- Wetland Swamp
- SPCA Setbacks
- Proposed Building
- Proposed Road
- Proposed Pedestrian Access
- Proposed Parking
- Proposed Vegetation Buffer

Prepared for:

REVELSTOKE
Revelstoke Adventure Park
Specified Development L.P.
Revelstoke, B.C. V0E 2R0
(250) 837-7442

Prepared by:

BHA
Brent Harley & Associates
4-1865 Alpha Lane Road
Whistler, B.C. V0N 1B1
604 932 7002
bha@brentharley.com

PROVINCE OF BRITISH COLUMBIA
MINISTRY OF ENERGY AND MINES

SAND AND GRAVEL PERMIT
APPROVING WORK SYSTEM AND RECLAMATION PROGRAM
(Issued pursuant to Section 10 of the **Mines Act** R.S.B.C. 1996, C.293)

Permit: **G-5-302**

Mine No.: **1630511**

Issued to: **Illecillewaet Development Corp.**
PO Box 963
Revelstoke BC V0E 2S0

for work located at the following property:

Greely Farms Pit
LS 14, Sec.33, T 23, Rg1, W6M

This approval and permit is subject to the appended conditions.

Issued this 9th day of January in the year 2012.



Al Hoffman, P.Eng
Chief Inspector of Mines



Date: October 17, 2018

File: 76910-20/A4-7077

Jason Row
Black Tie Properties
122 MacKenzie Avenue
PO BOX 2790
Revelstoke BC V0E 2S0
Sent via email to: (jroe@blktie.ca)

Dear Jason Roe:

**Re: Section 11 Approval – Unnamed Tributary to the Illecillewaet River – Wetland
Restoration and Ditch Infilling**

For reasons set out in the enclosed Engineer's Order, Water Stewardship Division has deemed it appropriate to amend the above Approval.

The original Approval Document and a copy and this Engineer's Order should be kept at the work site so it can be shown to a Ministry official upon request.

Please note that you have agreed to hire an archaeologist to perform Non-Permit Archaeological Monitoring during all ground disturbance activities.

If you have any questions regarding this order or inquiries concerning water stewardship, please contact Benjamin Cross at (250) 354-6340.

Yours truly,

Tom Cummings, P. Ag.
Assistant Water Manager

Attachment

cc: Cory Legebokow, Habitat Officer, Ministry of FLNRORD,
(Cory.Legebokow@gov.bc.ca), (Revelstoke)
Sheila Crombie, Natural Resource Officer Supervisor, Compliance and Enforcement
Branch, Ministry of FLNRORD, (Sheila.Crombie@gov.bc.ca), (Revelstoke)
Ryan Preston, Enkon Environmental Ltd., (rpreston@env.enkon.com)



ORDER

WATER SUSTAINABILITY ACT

SECTION 26

File Number A4-7077

Having determined that no one's rights are likely to be detrimentally affected by this Order, the above noted approval document is amended as follows:

Clause (D) The works authorized shall be completed on or before October 31, 2019.

Dated at Nelson this 17th day of October 2018.

Tom Cummings, P. Ag.
Assistant Water Manager



File: 76910-20/A4-7077

November 7, 2017

Jason Roe
Black Tie Properties
122 MacKenzie Avenue
PO BOX 2790
Revelstoke BC V0E 2S0
Sent via email to: (jroe@blktie.ca)

Dear Jason Roe:

Re: Section 11 Approval – Unnamed Tributary to the Illecillewaet River – Wetland Restoration and Ditch Infilling

Approval for the above has been granted, and the approval document verifying this is attached.

This Approval or copy of it should be kept on the work site so that it may be shown to a Ministry official upon request. Not having a copy of this document at the worksite is an offence under Section 106(3)(k) of the *Water Sustainability Act*.

As agreed to by the applicant, and detailed in Clause (F), a riparian area restoration planting plan shall be submitted for approval to the Water Manager and the Habitat Officer prior to beginning any riparian restoration work. Also, as specified in Clause (G), all revegetation work must comply with the guidance contained in the report "Riparian Areas Regulation Guidelines for Brownfield Sites, Appendix 4: Revegetation Guidelines for Brownfield sites", which is available at http://www2.gov.bc.ca/assets/gov/environment/plants-animals-and-ecosystems/fish-fish-habitat/riparian-areas-regulations/rar_reveg_guidebk_sept6_2012_final.pdf.

Permission for installing works on lands, right of ways, or roadways which are under the jurisdiction of any government agency, must be obtained from the agency concerned. This approval does not supersede or alleviate requirements or permissions required by the Columbia Shuswap Regional District.

Page 1 of 2

If you have any questions or concerns regarding this Approval, please contact Ben Cross, Water Stewardship Officer, at (Benjamin.Cross@gov.bc.ca). You should contact your local government (local or municipal) to determine if there are any additional requirements.

Yours truly,



Tom Cummings, P.Ag.
Assistant Water Manager

TC:ts

Attachment

cc: Cory Legebokow, Habitat Officer, Ministry of FLNRORD,
(Cory.Legebokow@gov.bc.ca), (Revelstoke)
Sheila Crombie, Natural Resource Officer Supervisor, Compliance and Enforcement
Branch, Ministry of FLNRORD, (Sheila.Crombie@gov.bc.ca), (Revelstoke)
Ryan Preston, Enkon Environmental Ltd., (rpreston@env.enkon.com)



APPROVAL

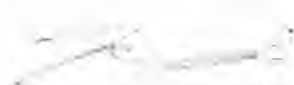
Changes In and About a Stream

WATER SUSTAINABILITY ACT – Section 11 (1)

Black Tie Properties is hereby authorized to make changes in and about a stream as follows:

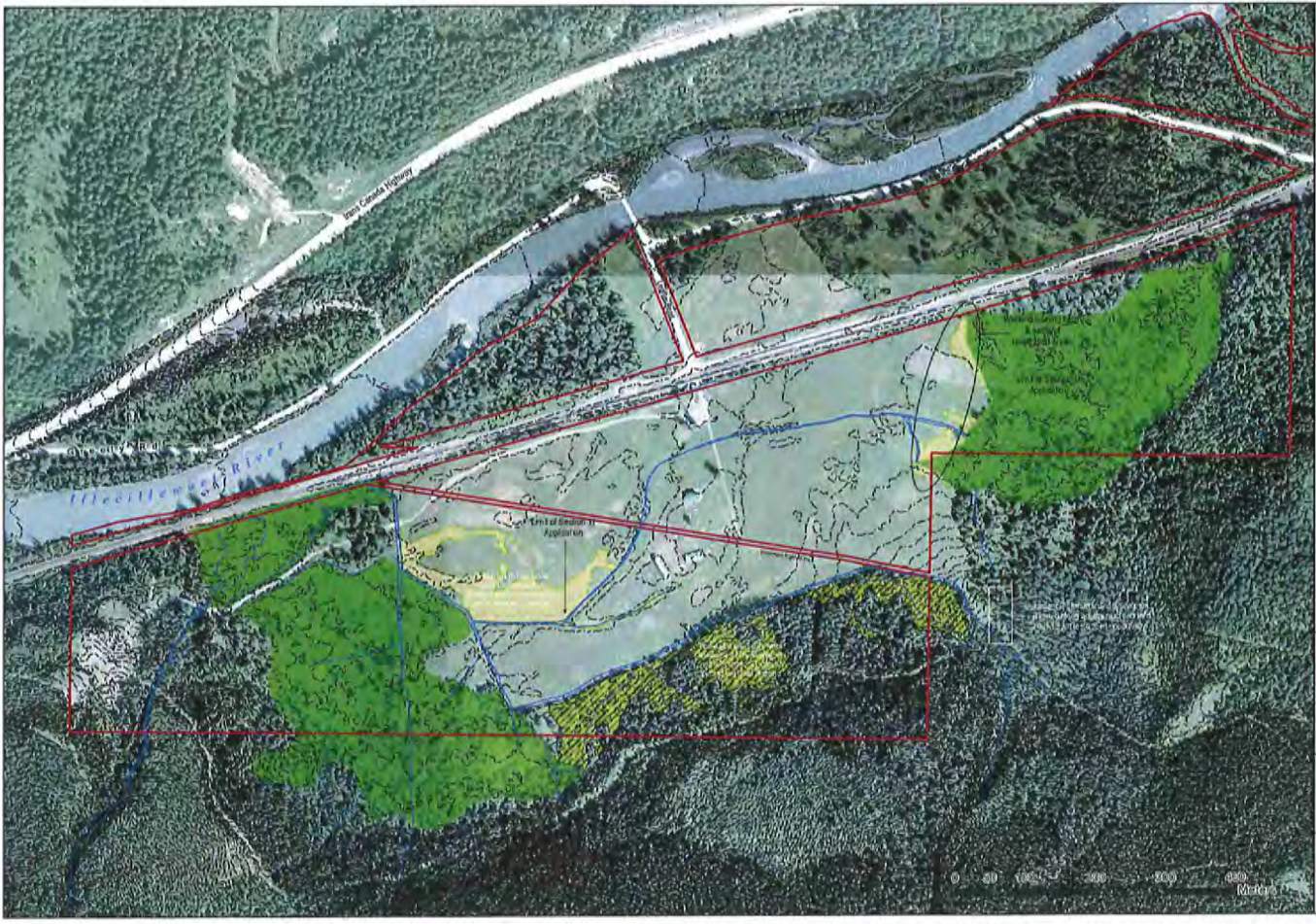
- A. The stream is Unnamed Tributary to the Illecillewaet River.
- B. The changes to be made in and about the stream are ditch infilling and wetland restoration within Unnamed Tributary to the Illecillewaet River.
- C. All works shall be located and constructed in accordance with the plans and specifications contained in the report entitled “Revelstoke Adventure Park: Supplementary Information to Water Sustainability Act Application,” produced by Enkon Environmental Limited, dated September, 2017.
- D. The works authorized shall be completed on or before October 31, 2018.
- E. All works must comply with the work timing and mitigation measures detailed in the report entitled “Revelstoke Adventure Park: Supplementary Information to Water Sustainability Act Application,” produced by Enkon Environmental Limited, dated September, 2017.
- F. The holder of this Approval shall submit a riparian area restoration planting plan for approval to the Habitat Officer and the Water Manager prior to initiating any riparian restoration work, as described in section 2.2 of the report entitled “Revelstoke Adventure Park: Supplementary Information to Water Sustainability Act Application,” produced by Enkon Environmental Limited, dated September, 2017.
- G. All revegetation work must comply with the guidance provided in the document “Riparian Areas Regulation Revegetation Guidelines for Brownfield Sites, Appendix 4: Revegetation Guidelines for Brownfield Sites,” dated September 6, 2012, which is available at http://www2.gov.bc.ca/assets/gov/environment/plants-animals-and-ecosystems/fish-fish-habitat/riparian-areas-regulations/rar_reveg_guidebk_sept6_2012_final.pdf.
- H. Care shall be exercised during all phases of the work to minimize siltation.

- I. The holder of this approval shall take reasonable care to avoid damaging any land, works, trees or other property, and shall make full compensation to the owners for any damage or loss resulting from the exercise of the rights granted with this approval.
- J. This approval does not authorize entry onto privately held land.
- K. All excavated material and debris shall be placed in a stable area above the high water mark and protected from erosion by planting grass and/or vegetation.
- L. Any machinery operated on site shall be in good repair and be free of hydraulic leaks and excess surface oil and grease.
- M. Fueling and servicing of vehicles and equipment must occur a minimum of 30 metres away from all streams, lakes and waterbodies and any spills must be properly cleaned up and reported as required by the Spill Reporting Regulation (B.C. Reg. 263/90).
- N. All reasonable effort will be made to avoid any negative impacts to the stream's ecosystem.
- O. Upon commencement of the project, the works shall be pursued to completion as quickly as possible.
- P. All disturbed areas of the stream channel shall be protected from erosion.
- Q. This Approval, or a copy of it, must be kept or posted on the work site so that it may be shown to a Ministry official upon request.


Thomas W. Cummings, P.Ag.
Assistant Water Manager
Water Stewardship Division
Ministry of Forests, Lands and Natural Resource Operations

Date: November 7, 2017

Approval: A4-7077



Revelstoke Adventure Park.

Study Area

Client:
Black Tie Properties

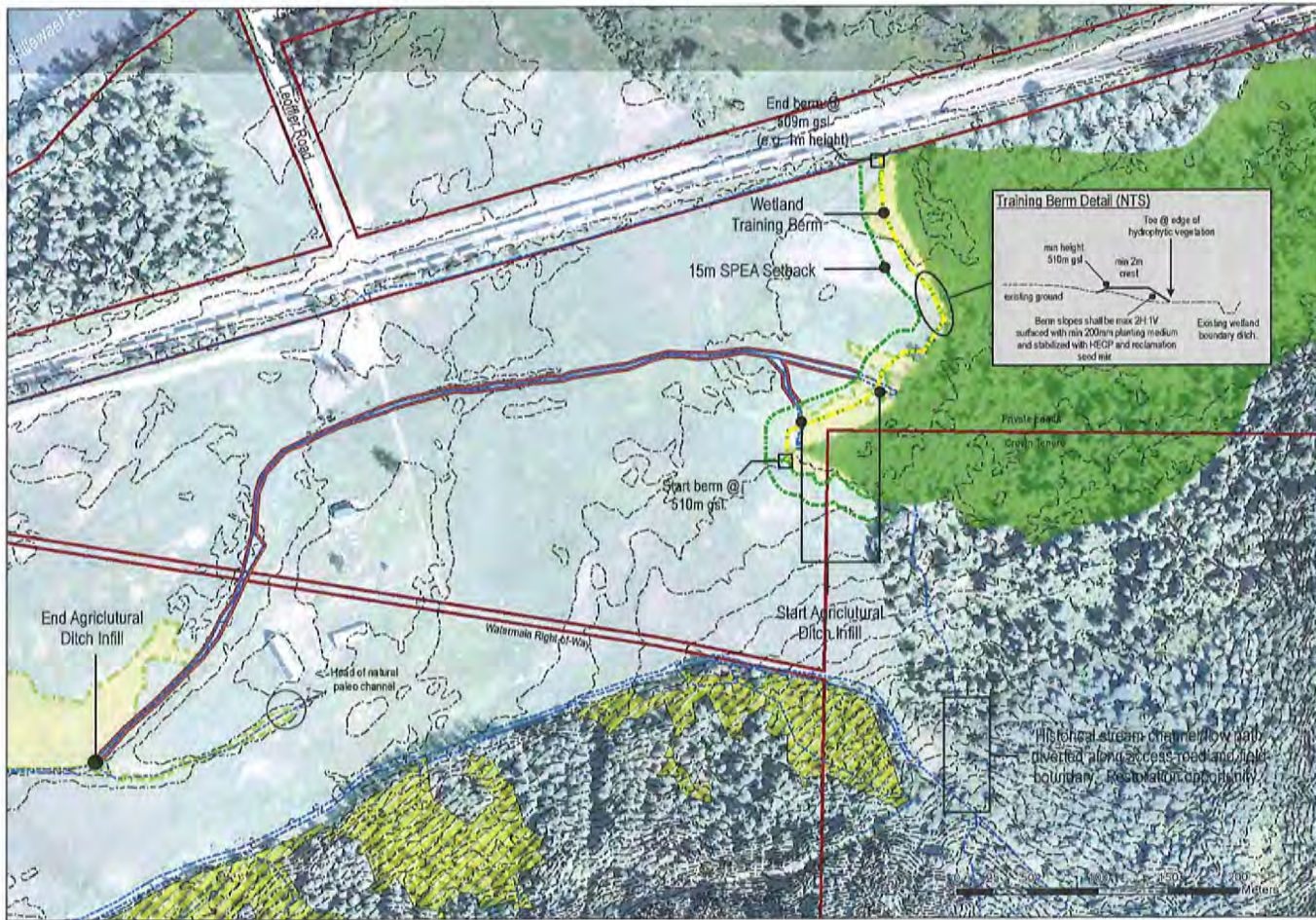
Legend

- Legal Boundaries
- Watercourse Mapping
- ENKON Wetland Mapping
- Ag Modified Wetland
- Natural Wetland Complex
- Prelim Forest Wetland

Scale - 1:5,000

Figure 1

Prepared by:
ENKON
Environmental Ltd.



**Revelstoke Adventure Park
WSA Section 11
Application.**

**Impact Assessment &
Environmental Design**

Client:
Black Tie Properties

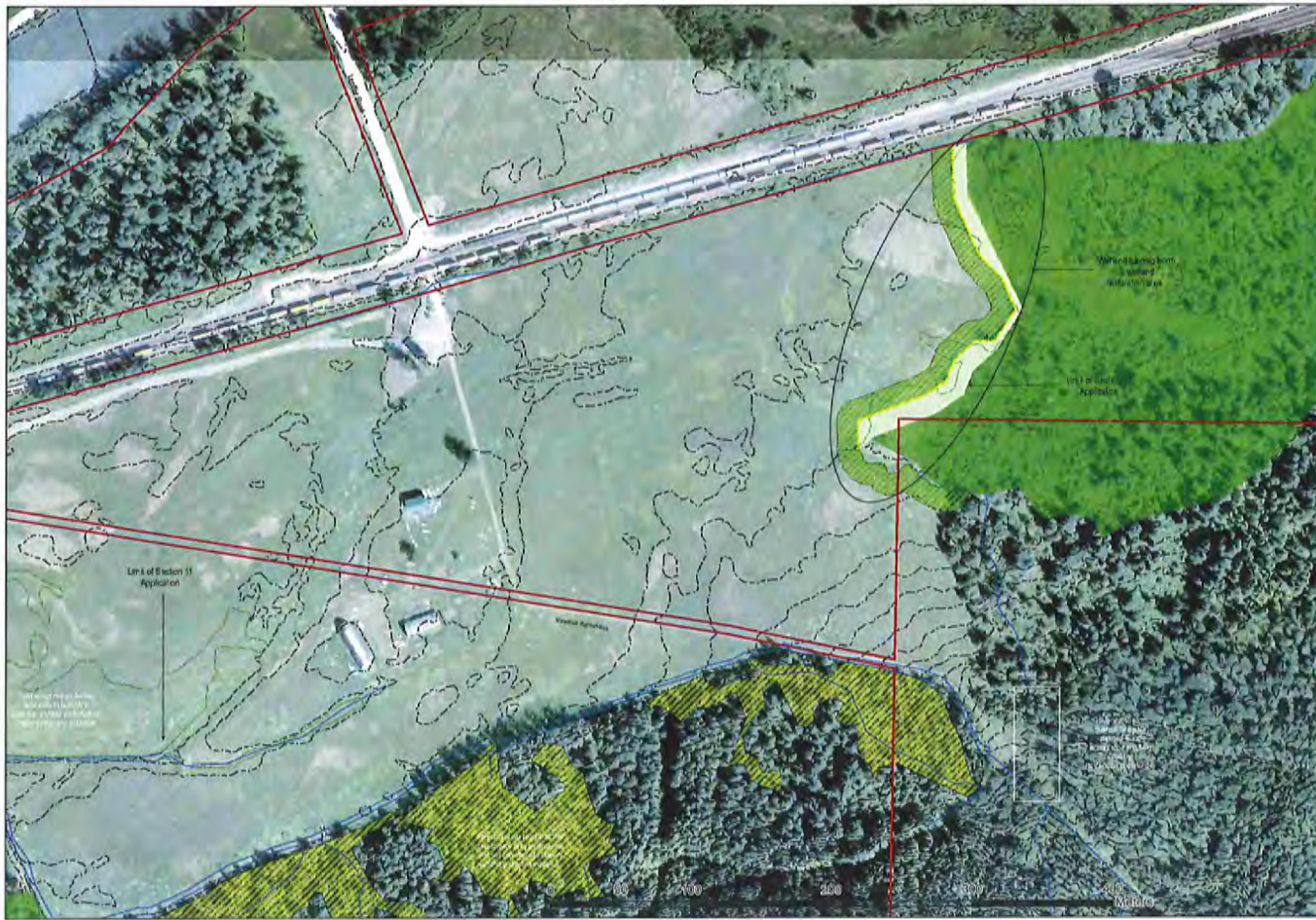
Legend

- Legal Boundaries
- Watercourse Mapping
- 15m SPEA
- Ag. Ditch - Riparian Impact
- Contours (1m)
- ENKON Wetland Mapping**
 - Ag Modified Wetland
 - Natural Wetland Complex
 - Prelim Forest Wetland

Scale - 1:2,500

**Figure
2**

Prepared by:
ENKON
Environmental Ltd.



Revelstoke Adventure Park.

Proposed Conditions Mitigation & Offsetting

client:
Black Tie Properties

Legend

Legal Boundaries

Layer

training berm

Watercourse Mapping

15m SPEA

Wetland Rehabilitation

ENKON Wetland Mapping

Ag Modified Wetland

Natural Wetland Complex

Prelim Forest Wetland

Scale - 1:2,500

Figure 3

Prepared by: **ENKON** Environmental Ltd.



Our File: 4405329

May 16, 2014

Illecillewaet Development Limited Partnership
PO Box 963
Revelstoke, British Columbia V0E 2S0

Dear Jason Roe:

Enclosed is an originally executed copy of Investigative Use Permit Number 404850 covering that part of the remainder of the Northeast 1/4, Section 32, Township 23, Range 1, W6M, Kootenay District; that part of Section 33, Township 23, Range 1, W6M, Kootenay District; that part of the remainder of the NW 1/4, Section 33, Township 23, Range 1, W6M, Kootenay District, that part of RW over Section 34, Township 23, Range 2, W6M, Kootenay District and parts of Section 33, Township 23, Range 1, W6M, Kootenay District, as shown on Plan 11280 filed in Nelson Land Title Office; together with unsurveyed Crown land in the vicinity of Greeley Creek, Kootenay District, more particularly shown on the Legal Description Schedule and containing 284.0 hectares more or less.

The Investigative Use Permit is issued in your name for a term of 2 years commencing April 1, 2014 for research and assessment purposes.

Should you have any questions regarding this matter, please contact me at (250) 420-2182.

Yours truly,

Nicole Higham
Portfolio Administrator

pc: B.C. Assessment Authority, Kelowna

**CANADIAN PACIFIC RAILWAY COMPANY
AGREEMENT FOR PRIVATE CROSSING**

THIS AGREEMENT made in triplicate this 1st day of June, 2011

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY
(the "Railway Company")

AND:

ILLECILLEWAET DEVELOPMENT CORP. LP
BOX 963
REVELSTOKE, BC V0E 2S0
(the "Applicant")

WHEREAS:

- A. the Railway Company owns and operates a railway system, including but not limited to rails, ties, tracks, roadbeds, railway facilities, and freight and passenger trains (the "Railway System") on lands owned by the Railway Company (the "Lands");
- B. the Applicant has applied to the Railway Company for permission to construct, maintain and use a private crossing over and upon the Railway System and the Lands at Mile 119.46 of the Railway Company's Mountain Subdivision (the "Private Crossing"); and
- C. the Railway Company is prepared to grant the Private Crossing subject to the terms and conditions contained in this agreement.

THIS AGREEMENT WITNESSES THAT in consideration of the fees, covenants, agreements and conditions to be paid, observed and performed pursuant to this agreement, the parties agree as follows:

ARTICLE 1 - GRANT OF PRIVATE CROSSING

- 1.1 Subject to the conditions and limitations provided in this agreement, and subject to and in accordance with all laws, bylaws, regulations and orders of the Canadian Transportation Agency or other authority having jurisdiction, now made or which may be made after the date of this agreement in reference thereto, the Railway Company grants to the Applicant permission to use the Private Crossing for pedestrians and vehicular traffic over the Railway System and the Lands for the Term to enable the Applicant, its invitees, employees, contractors, servants and agents to obtain ingress to and egress from the property owned or occupied by the Applicant (the "Applicant's Lands") for the purpose of accessing the Applicant's commercial business Operations (the "Purpose") situated on the Applicant's lands.
- 1.2 The Applicant covenants and agrees to use the Private Crossing solely for the Purpose and for no other purpose whatsoever.
- 1.3 The right to use the Private Crossing granted pursuant to paragraph 1.1 shall be so exercised as not to injure or cause to be injured, or interfere in any way with the Railway Company's use or operation of the Railway System and the Lands.

- 1.4 The right to use the Private Crossing granted pursuant to paragraph 1.1 shall be subject to the right of the Railway Company or any of its officers, employees, agents, contractors, invitees and licensees to pass and repass, with or without vehicles and equipment, upon the Private Crossing. Without limiting the generality of the above right, the Applicant acknowledges and agrees that the Railway Company shall be entitled to use and occupy the Private Crossing in common with the Applicant to the extent which the Railway Company may, in its sole and absolute discretion, deem necessary.

ARTICLE 2 - TERM

- 2.1 This agreement shall continue and be in force for a period of One (1) year effective on and from 1st day of June, 2011, and from year to year after that.
- 2.2 In this agreement "Term" means the initial term of the agreement and any renewal of it pursuant to paragraph 2.1.
- 2.3 Either party may terminate this agreement at any time upon giving the other party thirty (30) days written notice of that termination.
- 2.4 The Railway Company may terminate this agreement at any time without notice if the Applicant fails to observe or perform any of the covenants or agreements in this agreement to be observed or performed by the Applicant.

ARTICLE 3 - CROSSING FEE

- 3.1 In consideration of the permission granted by the Railway to use the Private Crossing, the Applicant shall pay to the Railway Company the sum of **One Thousand Dollars per annum** in advance, on the 1st day of June in each year of the Term (the "Crossing Fee"); provided that the Railway Company may at any time and from time to time review the Crossing Fee payable by the Applicant and may, in its sole discretion, adjust the Crossing Fee payable for the next ensuing year of the Term upon giving 90 days written notice to the Applicant prior to the commencement of the next ensuing year of the Term.
- 3.2 The Applicant shall pay to the Railway Company any value added, sales, goods and services, or similar tax which may be imposed on the Crossing Fee pursuant to any federal or provincial legislation which is or may be enacted.

ARTICLE 4 - COVENANTS OF THE APPLICANT

The Applicant covenants with the Railway Company that it shall:

- 4.1 not do, suffer or permit any act or neglect which may in any manner, directly or indirectly, cause injury or damage to the Private Crossing, the Railway System, or to the Lands;
- 4.2 not do or permit anything to be done which may result in any policy of insurance on all or part of the Private Crossing becoming void or voidable;
- 4.3 observe and fully comply with all laws, bylaws, regulations and orders in force, or which come into force during the Term of this agreement in the use of the Private Crossing;
- 4.4 not permit waste or refuse to accumulate upon the Private Crossing;
- 4.5 notify the Railway Company immediately of any damages, nuisances, malfunctions or obstructions occasioned in the Private Crossing;

- 4.6 notify the Railway Company immediately if there is any change in the use of the Applicants Lands, the Purpose, the nature or extent of operations on the Applicants Land, or any substantial change in the frequency of use of the Private Crossing;
- 4.7 in the event that suit shall be brought for the recovery of any amount due under the provisions of the agreement or because of the breach of any other covenants contained in this agreement on the part of the Applicant to be kept or performed and a breach shall be established, promptly upon demand, pay to the Railway Company all expenses incurred therefore, including all reasonable solicitor's fees and expenses;
- 4.8 keep securely closed and locked the gate or gates at the right of way fences of the Railway Company at the Private Crossing (the "Gates") except at such times as they are required to be open to allow the Applicant, its invitees, employees, contractors, servants and agents to use the Private Crossing;
- 4.9 make no claim or demand against the Railway Company or any of its employees for any injury, including injury resulting in death, loss or damage to property sustained by the Applicant, its invitees, employees, contractors, servants, agents and licensees or by any other person or corporation, which claim or demand is based upon, arises out of or is connected with this agreement or anything done or maintained or not done or maintained as required under this agreement and waives as against the Railway Company and its employees all such claims or demands;

This waiver shall apply notwithstanding that such claims, demands, injuries, death, loss, or damages are caused or contributed to by the Railway Company or its employees.

- 4.10 Indemnify and save harmless the Railway Company, its invitees, employees, contractors, servants, agents and licensees from and against any and all loss, damage and claims, including without limitation

- (a) claims under workers' compensation legislation;
- (b) demands, awards, judgments, actions and proceedings by whomsoever made, brought or executed in respect of loss or damage to, or destruction of property or personal injury, including death;
- (c) loss of, damage to, or destruction of property, including the Railway Company's property; and
- (d) all fines, expenses, costs and losses (including loss of income), suffered, incurred or sustained by the Railway Company

arising out of or connected with this agreement or anything done or maintained under this agreement or anything not done or maintained as required under this agreement whether or not such loss, damage or claim is contributed to or caused by the negligence of, or any act or omission of, the Railway Company, its employees, agents, contractors, representatives, or anyone for whose acts the Railway Company may be liable.

- 4.11 The covenants contained in paragraphs 4.9 and 4.10 shall survive the expiry or earlier termination of this agreement.

ARTICLE 5 - INSURANCE

5.1 The Applicant shall during the Term of this agreement, at its cost and expense, take out and keep in full force and effect a Comprehensive General Liability Insurance policy with an inclusive limit of not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** or any other increased amount as the Railway Company may reasonably require from time to time, in respect of bodily injury, including injury resulting in death, and property damage; and shall obtain and maintain during the Term of this Agreement, Automobile public liability insurance in an amount not less than **TWO MILLION DOLLARS (\$2,000,000.00)** covering the ownership, use and operation of any motor vehicles which use the Private Road Crossing, and the policies shall specifically, by their wording or by endorsement:

(a) extend to cover all liabilities assumed by the Applicant under this agreement;

(b) provide that 30 days' prior written notice shall be given to the Railway Company by the insurer in the event the policy is materially altered or cancelled.

5.2 The insurance policy taken out by the Applicant under paragraph 5.1 shall be issued by an insurer acceptable to the Railway Company and in a form satisfactory to the Railway Company, and the Applicant shall furnish the Railway Company with a copy of the insurance policy or a certificate of insurance evidencing all the coverage stipulated in paragraph 5.1.

5.3 The Applicant covenants that the amount of insurance coverage required to be acquired by it under the provisions of this agreement will not be construed and shall in no manner limit or restrict the liability of the Applicant.

5.4 The Applicant agrees that in the event that the insurance policy taken out by it under paragraph 5.1 is allowed to lapse during the term of this agreement or any renewal of it the Railway Company may, at its option:

(a) take out the insurance policy at the expense of the Applicant and the Applicant will immediately pay to the Railway Company as additional fees any amount the Railway Company has expended in acquiring the insurance policy; or

(b) terminate this agreement immediately without any notice being given to the Applicant by the Railway Company.

ARTICLE 6 - CONSTRUCTION USE AND MAINTENANCE

6.1 All construction and maintenance work on the Private Crossing shall be carried out by the Railway Company.

6.2 All costs and expenses incurred by the Railway Company in connection with the construction, maintenance and use of the Private Crossing shall be borne by the Applicant, including without limitation the cost of placing and maintaining such crossing protection as the Railway Company, in its sole and absolute discretion, deems necessary from time to time. Such crossing protection may include, but is not limited to, Gates, automatic crossing protection devices such as automatic gates, lights, bells, warning signs and a flagperson. A "flagperson" shall be an employee of the Railway Company employed to flag trains or vehicular traffic.

- 6.3 The Applicant shall pay to the Railway Company those costs and expenses incurred by the Railway Company as noted in paragraph 6.2 above, immediately upon receipt of certified accounts from them on the basis of cost plus labour overheads, material handling costs and equipment rentals as may from time to time be applicable and as set by the Schedule "A" Directives published by the Canadian Transportation Agency and its successors.
- 6.4 Upon the expiration or earlier termination of this agreement, without expense to the Railway Company, remove the Gates and fence across the openings with fences of the same style and character as the existing right of way fences of the Railway Company in the immediate vicinity and restore the Railway Company's Lands to a condition satisfactory to the Railway Company; provided that the Railway Company may, at its option, perform such work at the risk and expense of the Applicant and in either case the conditions embodied in paragraphs 4.9 and 4.10 and Article 5 will remain applicable and effective until such time as all work to be performed by or at the risk and expense of the Applicant as provided for in this paragraph has been carried out to the entire satisfaction of the Railway Company.

ARTICLE 7 - INTEREST ON LATE PAYMENTS

- 7.1 Each and every payment of monies accruing due under the provisions of this agreement by the Applicant to the Railway Company, will bear interest at the rate of two percent (2%) per month compounded monthly, equivalent to an effective annual rate of Twenty-Six point Eight percent (26.8%) from the date when it becomes payable under the terms of this agreement until it is paid, and the interest will accrue and be payable without the necessity of any demand for it being made.

ARTICLE 8 - WAIVERS

- 8.1 The failure of the Railway Company to insist upon strict performance of any covenant or condition contained in this agreement or to exercise any right or option under this agreement will not be construed or operate as a waiver or relinquishment for the future of that covenant, condition, right or option and no waiver shall be inferred from or implied by anything done or omitted by the Railway Company.

ARTICLE 9 - GENERAL PROVISIONS

- 9.1 Time is of the essence of this agreement.
- 9.2 The captions and article numbers appearing in the agreement are inserted for convenience only and do not affect the interpretation of it.
- 9.3 Wherever the singular or the masculine is used in this agreement it will be construed to mean the plural, or feminine, or the body politic or corporate, where the circumstances require.
- 9.4 This agreement is to enure to the benefit of, and is binding upon, the parties and their respective successors and permitted assigns.
- 9.5 If any provision in this agreement is for any reason held to be invalid, illegal or unenforceable in any respect, it is to be considered severable from this agreement, and the remaining provisions of this agreement will remain in full force and be binding upon the parties.
- 9.6 This agreement is to be governed by and in accordance with the laws of British Columbia.
- 9.7 This agreement may not be modified or amended except in writing signed by the parties.

- 9.8 The entire agreement between the parties is contained in this agreement, and no representations or warranties have been made by the Railway Company other than those expressed in this agreement, and no representations or warranties shall be binding upon the Railway Company unless made in writing and signed by the parties.
- 9.9 The right to use the Private Crossing granted pursuant to paragraph 1.1 are conferred upon the Applicant personally and shall not be assigned or transferred either in whole or in part to any person or corporation without the Applicant obtaining the prior written consent of the Railway Company, which consent may arbitrarily be withheld.
- 9.10 Any notice, demand or request which may be, or is required, to be given under this agreement will be sufficiently given or made if delivered or faxed to the party to whom it is given or made or if mailed, by prepaid registered mail, addressed as follows:

(a) if to the Railway Company addressed to:

**CANADIAN PACIFIC RAILWAY
REAL ESTATE**

Gulf Canada Square
Suite 500 - 401 9th Avenue SW
Calgary, AB T2P 4Z4
Facsimile: (403) 319-3727

(b) if to the Applicant addressed to:

**ILLECILLEWAET DEVELOPMENT
CORP LP**

Box 963
400 MacKenzie Avenue
Revelstoke, BC V0E 2S0
Attention: Jason Roe
Phone: ~~403~~ 814-7264
250

or at such other address as the parties may from time to time give notice in writing and any notice, demand or request so mailed will be deemed to have been given or made on the third business day following the day of mailing of the notice, demand or request, or if faxed or delivered will be deemed to have been given on the date of faxing or delivery.

IN WITNESS OF WHICH the parties have executed this agreement with effect as of the date first above written.

CANADIAN PACIFIC RAILWAY COMPANY

Authorized Signatory

ILLECILLEWAET DEVELOPMENT CORP. LP

Authorized Signatory

Witness



LICENCE OF OCCUPATION

Licence No.:

File No.: 4405329

Disposition No.: 923405

THIS AGREEMENT is dated for reference November 1, 2016 and is made under the *Land Act*.

BETWEEN:

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

(the "Province")

AND:

ILLECILLEWAET DEVELOPMENT LIMITED PARTNERSHIP
Corporate Registry LP0478094
PO Box 963
Revelstoke, BC V0E 2S0

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

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

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

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

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

"**Commencement Date**" means November 1, 2016;

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

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

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

"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;

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

"Land" means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled "Legal Description Schedule" except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*), land covered by water, land consisting of a park or a recreation area under the *Park Act*, land consisting of an ecological reserve under the *Ecological Reserve Act*, land consisting of Forest Service Road or road permit authority under the *Forest Act*, and Federal Crown land;

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

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

applicable laws;

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

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

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

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

- 1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.
- 1.14 The provisions of the Management Plan, as amended from time to time, form part of this Agreement and represent further particulars of the covenants of both parties.
- 1.15 In the event of any conflict, direct or indirect, between the terms and conditions of this Agreement and the provisions of the Management Plan, the terms and conditions of this Agreement shall prevail.
- 1.16 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any conditions or qualifications that may be set in the Management Plan.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant to you a licence of occupation of the Land for Summer Adventure Park purposes as set out in the Management Plan and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.

- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

- 3.1 For each year of the Term, you will pay the following:

- (a) an Intensive Use Site fee; and
- (b) an Extensive Use Area user fee.

- 3.2 For the first year of the Term:

- (a) the Intensive Use Site fee payable on the Commencement Date, shall cover the first 12 months of the Term and shall be in an amount which is the sum of:
 - (i) the greater of 7.5% of the Market Value of the Intensive Use Sites marked as primary sites on the Management Plan, or \$500.00 minimum; and
 - (ii) the greater of 4.5% of the Market Value of the Intensive Use Sites marked secondary sites on the Management Plan, or \$100.00 minimum per secondary sites; and
 - (iii) \$100.00 for each of the Intensive Use Sites marked temporary sites;
- (b) the Extensive Use Area user fee shall cover the first 11 months of the Term and shall be paid in two instalments:
 - (i) payable on the Commencement Date, a minimum payment of \$500.00; and
 - (ii) payable on the first anniversary of the Commencement Date, the amount (if any) by which the following exceeds \$500.00:

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

- 3.3 For the second year of the Term:

- (a) the Intensive Use Site fee, payable on the first anniversary of the Commencement Date, shall cover the second 12 months of the Term and shall, subject to section 3.5 below, be in the same amounts as the Intensive Use Site fee for the first year of the Term;

- (b) the Extensive Use Area user fee shall cover the 12 months commencing one month before the first anniversary of the Commencement Date and shall be paid in two instalments and shall, subject to section 3.5 below, be calculated as follows:
 - (i) payable on the first anniversary of the Commencement Date, a minimum payment of \$500.00; and
 - (ii) payable on the second anniversary of the Commencement Date, the amount (if any) by which the following exceeds \$500.00:

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

3.4 For each subsequent year of the Term:

- (a) The Intensive Use Site fee, payable on each subsequent anniversary of the Commencement Date, shall cover subsequent 12-month periods after the period defined in subsection 3.3(a), and, subject to section 3.5 below, shall be in the same amount as the Intensive Use Site fee in the previous 12-month period;
- (b) The Extensive Use Area user fee shall cover each subsequent 12-month period after the period defined in subsection 3.3(b), and, subject to section 3.5 below, shall be paid in two instalments and be calculated as follows:
 - (i) payable on each subsequent anniversary of the Commencement Date a minimum payment of \$500.00; and
 - (ii) payable on the next anniversary of the Commencement Date, the amount (if any) by which the following exceeds \$500.00:

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

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

3.6 If we wish to change an amount, rate or percentage for any year of the Term, we shall do so in accordance with our policies at the time applicable to your use of the Land or Improvements under this Agreement, and any changes are subject to the following notification:

- (a) if the basis of the change to the Intensive Use Site fee is solely due to an increase or decrease in the Market Value of the Intensive Use Sites, we shall give you at least 15 days notice of such change;
- (b) in all other cases, we shall give you at least 6 months notice.

- 3.7 If we do not change any amounts, rates or percentages for any year of the Term, then the amounts, rates and percentages for that year shall be the same as they were for the preceding year.
- 3.8 You must keep accurate written books and records in connection with this Agreement including written records of Client Days.
- 3.9 In the event that an audit of your books and records taken under Article 5 reveals that you have not paid to us all fees owed to us under this Agreement, you will immediately pay to us the cost of the audit together with all outstanding fees.
- 3.10 You are required to confirm your Client Days by submitting with your payment of fees a statutory declaration in a format provided to you by us.

ARTICLE 4 - MANAGEMENT PLAN

- 4.1 Despite any other provision of this Agreement, we may revise the Management Plan at any time, and from time to time, during the Term for any reason whatsoever provided we comply with the requirements of this Article 4. We may determine, in our sole discretion, whether there is reason to revise the Management Plan and the type and scope of the required revision. For the purpose of this Article 4 a revision to a Management Plan may include any amendment, deletion, substitution or any other change whatsoever to the whole or any part of the Management Plan and may include the specifications of any area that will no longer constitute a part of the Land.
- 4.2 Subject to sections 4.3 and 4.4, the revision of a Management Plan must be made in accordance with the following procedure:
- (a) we must give you written notice (an "Initial Notice") of the proposed revision which notice must set out in reasonable detail:
- (i) the reason for the revision;
 - (ii) the particulars of the revision;
 - (iii) the effective date of the revision; and
- we must also specify in the Initial Notice a reasonable time period during which you may inform us of any comments or concerns that you have regarding the proposed revision;
- (b) following the time period specified in the Initial Notice we must deliver to you a written notice (a "Final Notice") advising whether we intend to proceed with the proposed

revision as set out in the Initial Notice, and providing you with particulars of any changes to those matters dealt with in the Initial Notice; we must also specify in the Final Notice a reasonable time by which you may deliver to us a written notice (an Objection) setting out in reasonable detail any objections that you have in regard to the proposed revision;

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

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

ARTICLE 5 - COVENANTS**5.1 You must**

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 11,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;

- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) not interfere with public access over the Land;
- (l) permit us, or our authorized representatives, at reasonable times, to inspect, copy and audit your books and records that in our opinion relate to the information you are required to report or provide to us under this Agreement;
- (m) deliver to us, as soon as reasonably possible, all reports we may request from you concerning your activities under this Agreement and all other matters related to this Agreement;
- (n) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (o) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (p) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
 - (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful

use of the Land by any other person, and

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

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

- (q) on the termination of this Agreement,

- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
- (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land to the condition described in the Management Plan, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

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

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

5.3 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.

5.4 Despite any other provision of this Agreement you must:

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

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

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

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

5.5 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.

- 5.6 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 6 - LIMITATIONS

- 6.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Sustainability Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences) however we will not grant any such interest that would result in the need to amend the Management Plan unless we have first complied with the requirements of this Agreement with regard to the amendment of the Management Plan; subject to this 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) for greater certainty, our rights to grant other interests over the Land as provided in subsection (c) extends to any Intensive Use Site or area where you are entitled to secure Improvements or otherwise restrict public access as specified in the Management Plan;
- (f) 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;
- (g) 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:
 - (i) the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c); or
 - (ii) public access to the Land other than public access to an area where you are permitted to secure Improvements or otherwise restrict public access as specified in the Management Plan;
- (h) this Agreement is subject to the prior rights of the holder of the Licence of Occupation for Communication Site under Lands File 4400987; Licence of Occupation for Communication Site under Lands File 4400957; Licence of Occupation for Utilities/Waterline under Lands File 0349134, and Development Agreement for Alpine skiing/Controlled Recreation Area under Lands File 4403775 ;
- (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 5.1(q)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 5.1(q)(ii) or the time period provided for in the direction or permission given under paragraph 5.1(q)(iii); 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 7 - SECURITY AND INSURANCE

- 7.1 On the Commencement Date, you will deliver to us Security in the amount of \$25,000.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 7.2 Despite section 7.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 7.3 We may use the Security for the payment of any costs and expenses 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.
- 7.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 7.1, less all amounts drawn down by us under section 7.3.
- 7.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 7.6 You must
- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:

- (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
 - (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
 - (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
 - (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
 - (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.
- 7.7 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 7.6(a); and
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;
- and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.
- 7.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 7.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 8 - ASSIGNMENT

- 8.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, and a request for such consent will be assessed by us in accordance with applicable laws and policy at the time of the request and in the absence of applicable laws and policy consent will not be unreasonably withheld.
- 8.2 Prior to considering a request for our consent under section 8.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 5.5.

ARTICLE 9 - TERMINATION

- 9.1 You agree with us that
- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
 - (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
 - (c) if we cancel another disposition made to you for a purpose set out in the Management Plan, because of your default or failure under that disposition;
 - (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or

- (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (g) if this Agreement is taken in execution or attachment by any person; or
- (h) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 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.

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

- 9.3 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 9.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 10.2 Subject to section 10.5, if a dispute under this Agreement cannot be resolved under section 10.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed

pursuant to the *Commercial Arbitration Act*.

- 10.3 The cost of the arbitration referred to in section 10.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 10.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Cranbrook, British Columbia, and if we or our authorized representative have no office in Cranbrook, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Cranbrook, British Columbia.
- 10.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 10.2.

ARTICLE 11 - NOTICE

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

to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
1902 Theatre Road
Cranbrook, BC V1C 7G1;

to you

ILLECILLEWAET DEVELOPMENT LIMITED PARTNERSHIP
PO Box 963
Revelstoke, BC V0E 2S0;

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

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

agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 12 - MISCELLANEOUS

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

or warranty from us as to

- (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 12.7 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.
- 12.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

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

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

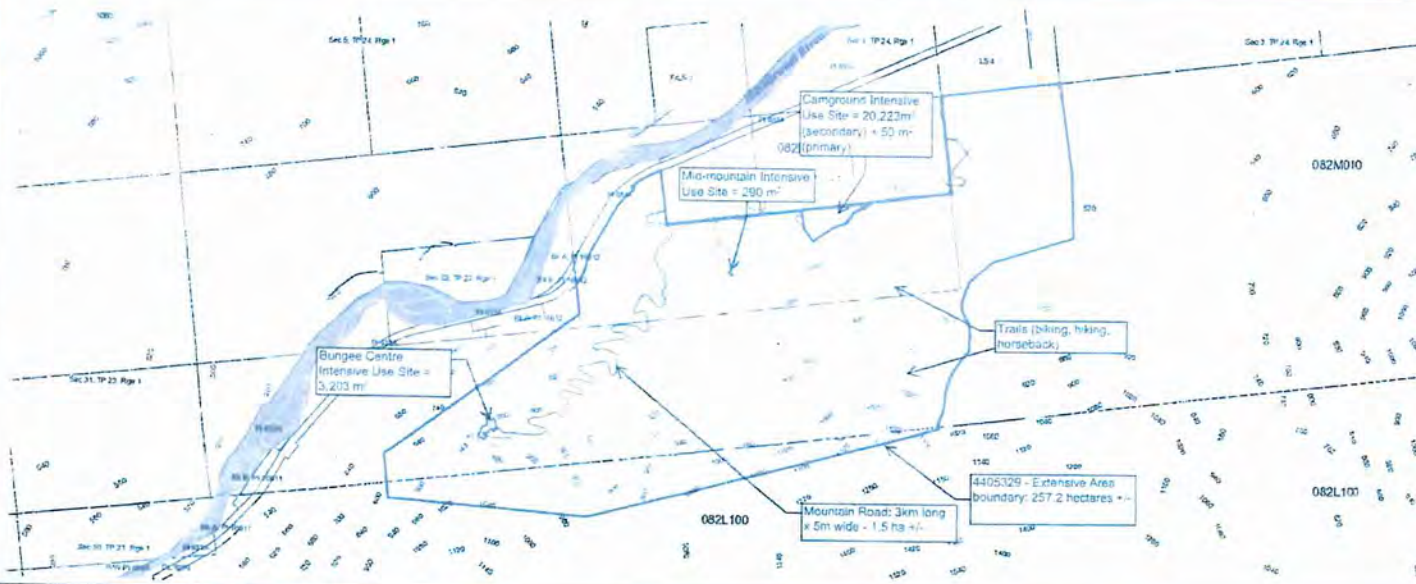
SIGNED on behalf of **ILLECILLEWAET DEVELOPMENT LIMITED PARTNERSHIP**
by a duly authorized signatory

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

(1 of 2 - Extensive Area): That part of the remainder of the Northeast 1/4, Section 32, Township 23, Range 1, W6M, Kootenay District; that part of Section 33, Township 23, Range 1, W6M, Kootenay District; that part of the remainder of the NW 1/4, Section 33, Township 23, Range 1, W6M, Kootenay District, that part of RW over Section 34, Township 23, Range 2, W6M, Kootenay District and parts of Section 33, Township 23, Range 1, W6M, Kootenay District, as shown on Plan 11280 filed in Nelson Land Title Office; together with unsurveyed Crown land in the vicinity of Greeley Creek, Kootenay District, more particularly shown outlined in red and containing 257.2 hectares more or less.

(2 of 2 - 5 Intensive Use Sites) 1) Bungee Centre 0.32 ha +/-; 2) Campground Secondary Intensive Use Site 2.02 ha +/-; 3) Campground Primary Intensive Use Site 0.005 ha +/-; 4) Mid-mountain Intensive Use Site 0.029 ha +/-; 5) Mountain Road (3km x 5m) 1.5 ha +/-.



Scale: 1:15,000

BCGS Mapsheet(s): 82L 100/82M.010

4405329 Extensive Area boundary

Trails

Mountain Road

Intensive Use Sites



The provincial Riparian Areas Regulation states that RAR does not apply to **existing permanent structures, roads and other development within riparian protection areas** are “grand parented.” Landowners can continue to use their property as they always have even if a streamside protection and enhancement area is designated on it. The Regulation also has no effect on any repair or reconstruction of a permanent structure on its existing foundation. Only if the existing foundation is moved or extended into a streamside protection and enhancement area (SPEA) would the Regulation apply.

The existing roadway is most likely owned by the crown. Transferring this property from the crown to the Proponent for development should not influence the permanence of the road as it relates to RAR; however, this point requires further clarification.

Environmental benefits from moving Greely Road south include:

- Approximately 400 m out of the 620 m where Greely Road parallels the Illecillewaet River is within 5 m of the top-of-bank. Removing vehicle traffic from within the SPEA would ensure vehicle waste products (oil, gas, diesel, break dust) did not enter the river or riparian corridor.
- Increased access for wildlife including small and large mammals and birds.
- Increased vegetated area within the existing riparian area (if part of the road is removed and revegetated).

Opportunities for environmental enhancement include:

- Including as part of the master trail plan for the development a wildlife travel corridor plan.
- Consider removing half of the existing road adjacent to the Illecillewaet River and revegetating this area with native grasses and shrubs (approximately 1500 m²) and adding decaying large woody debris.

Environmental regulatory steps to grant approval for a mix-use trail might include but is not limited to:

1. A submission under the Riparian Areas Regulation to establish the SPEA.
2. A submission under the Fisheries Act if the mechanisms in RAR do not allow for trail use.

Thank you for your attention. Please contact the undersigned if you require more information.

Giles Shearing, M.Sc., AScT
Principal and Lead Consultant

A handwritten signature in blue ink, appearing to read 'Giles Shearing', is written over a light blue circular stamp or watermark.

SEC Consultants
Revelstoke, B.C.

Photographs



Photograph 1 – View southeast towards Illecillewaet River riparian corridor adjacent parallel with the existing Greely Road Dec. 3, 2018).



Photograph 2 – View east towards Illecillewaet River riparian corridor adjacent parallel with the existing Greely Road (Dec. 3, 2018).



Photograph 3 – View west towards Greely Road and the Illecillewaet River approximately 200 m east the Greely bridge intersection (Dec. 3, 2018).



Photograph 4 – View west towards Greely Road and the Illecillewaet River. Approximately 400 m of Greely Road river frontage east of the Greely Bridge parallels the Illecillewaet River's top-of-bank (Dec. 3, 2018).