

SCHEDULE "O": LICENCE FOR COMMERCIAL DOCK

[attach *Land Title Act* Form C General Filing Instrument – Part 1]

TERMS OF INSTRUMENT - PART 2

This Licence dated for reference the _____ day of _____, _____.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(the "**Grantor**")

AND

3536696 CANADA INC.

c/o Bentall Kennedy (Canada) LP
Suite 1800, 1055 Dunsmuir Street
Vancouver, BC
V7X 1C4

("3536696")

AND

BCIMC REALTY CORPORATION

c/o Bentall Kennedy (Canada) LP
Suite 1800, 1055 Dunsmuir Street
Vancouver, BC
V7X 1C4

("BCIMC")

(BCIMC and 3536696 are collectively the "**Grantee**")

WHEREAS:

- A. The Grantor is the registered owner of the lakebed and surrounding areas (the "**Lakebed Area**") of Enos Lake, British Columbia and controls the waters known as Enos Lake;
- B. The Grantee is the registered owner of nearby lands and has created and intends to create trails which intersect with Enos Lake; and
- C. The Grantor has agreed to grant to the Grantee a licence respecting the use of portions of Enos Lake to allow the Grantee to construct, maintain and operate a dock on Enos Lake at the end of such trails on the terms and subject to the conditions contained herein.

NOW THEREFORE, THIS INDENTURE WITNESSES that in consideration of the premises and the mutual grants and covenants herein contained and the sum of Ten Dollars (\$10.00) and other valuable consideration now paid by each of the parties to the other, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Grantor, for itself, its successors and assigns hereby irrevocably gives, grants, and conveys for a term commencing on the date hereof and expiring on the date that is 20 years after the date that the Phased Development Agreement between the Grantor and Grantee dated for reference ♦ _____, 2014, is duly authorized by a bylaw of the Grantor, to and in favour of the Grantee and its licencees, permittees, invitees, agents, servants, guests, successors and assigns, the full, free and uninterrupted right, licence, liberty, easement, privilege and permission at all times to enter upon, pass and repass on, across, over and through that portion of the Lakebed Area outlined in heavy dark line on the sketch plan (the “**Plan**”) prepared by a licenced British Columbia Land Surveyor and attached hereto as Schedule A (the “**Licence Area**”), for the following purposes:

- (a) to construct, operate, maintain, upgrade and replace, as the Grantee requires (at the expense of the Grantee) in the area designated for such on the Plan, which shall include 4 metres by 7 metres ♦ of water area, improvements including a dock on floats, a gangway providing access from the foreshore, a concession booth and a 1.75 metre wide ♦ access path from the end of the public walking trail to the gangway; and
- (b) to use the Licence Area, with or without vehicles, machinery or equipment,
 - (i) generally for dock and related purposes, and
 - (ii) specifically, as to up to one-half of the dock and adjacent water areas, to operate rentals and storage of kayaks, canoes and other non-motorized watercraft and the related concession;

subject at all times to an ongoing obligation of the Grantee to provide public access to that portion of any dock in the Licence Area which is not being used by the Grantee as set out in Section 1(b)(ii).

2. The Grantor covenants and agrees with the Grantee that:

- (a) the Grantor will not erect, construct or place or permit to be erected, constructed or placed on the Licence Area any improvements which will interfere with, injure or impair the Grantee’s free and uninterrupted use of the Licence Area at all times for the purposes herein contemplated;
- (b) the Grantee may clear the Licence Area as is reasonably necessary for the purposes set out in section 1 and keep it clear of anything which in the reasonable opinion of the Grantee constitutes a danger or obstruction to the use of the Licence Area by the Grantee as herein contemplated; and
- (c) from time to time and at all times upon every reasonable request and at the sole cost and expense of the Grantee, the Grantor will do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances

and assurances in law whatsoever for the better assuring unto the Grantee of the rights, liberties and licence hereby granted.

3. The Grantor shall take all reasonable efforts to restrict its activities and those of its patrons to the Licence Area, and the licence granted herein is subject to the right of the Grantor at all times to eject from the Licence Area any member of the public who:
 - (a) acts in a disorderly or offensive manner, molests, pesters, interferes with or obstructs any other person from having access to the Licence Area, or commits an illegal act;
 - (b) presents a real and substantial threat to the safety of others or to the security of any improvements on the Licence Area;
 - (c) remains overnight; or
 - (d) lights any fires or burns any material on the Licence Area.
4. The Grantee will, as far as reasonably necessary, for the period of its use of the Licence Area keep the improvements thereon maintained in a proper and workmanlike manner, at the Grantee's expense, and in the event the Grantee fails to do so the Licence provided hereby may be terminated by the Grantor.
5. The Grantee covenants and agrees to:
 - (a) obtain comprehensive general liability insurance, which includes the Regional District as a named insured, in respect of the use of the Licence Area by the Owner and its agents, designates and employees, in an amount of no less than \$5 million; and
 - (b) indemnify and save harmless the Grantor from and against any loss, damage or liability suffered by the Grantor as a result of the use of the Licence Area by the Grantee and its licencees, permittees, invitees, agents, servants, guests, successors and assigns.
6. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires. When the context hereof makes it possible, the word "person" appearing in this Agreement includes in its meaning any firm and any body corporate or politic.
7. The right, liberty and easement herein granted by the Grantor and the Grantee will be construed as being extended to and may be exercised by the Grantee, and its successors and assigns.
8. The licence herein granted will be construed as running with the lands but no part of the fee simple thereof will pass to or be vested in the Grantee under or by these presents.
9. This Indenture will be governed by and construed in accordance with the laws of British Columbia.

10. The parties hereto will do and cause to be done all things and execute and cause to be executed all documents, instruments and agreements that may be necessary to give proper effect to the intention of this Indenture.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written

BCIMC REALTY CORPORATION

by its authorized signatories

Authorized Signatory

Authorized Signatory

3536696 CANADA INC.

by its authorized signatories

Authorized Signatory

Authorized Signatory

REGIONAL DISTRICT OF NANAIMO

by its authorized signatory:

Authorized Signatory

Authorized Signatory

Schedule "A"

Reduced Copy of Explanatory Plan showing Licence Area