

PARK USE PERMIT

BC HYDRO / RESEARCH

This Park Use Permit No. **108471** (the "Permit") is issued under the authority of the *Park Act*

(the "Park")

See "Management Plan Schedule, Permit Area Description" for a complete list of Parks and Protected Areas

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

**Ministry of Environment
and Climate Change Strategy
BC Parks
Northern Region - Peace
400, 10003 - 110th Avenue
Fort St. John BC V1J 6M7**

TO:

British Columbia Hydro and Power Authority

(the "Permittee") at the following address:

**Properties Division
12th Floor - 333 Dunsmuir Street
Vancouver BC V6B 5R3**

THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

ARTICLE I - GRANT OF PERMIT

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.
- 1.02 Nothing in this Permit grants to the Permittee the right to the exclusive use and occupancy of the Permit Area.
- 1.03 The Permittee must be in possession of a copy of this Permit when undertaking activities in the Permit Area under this Permit.

ARTICLE II - TERM

- 2.01 The duration of this Permit is for the term of **7 years, 2 months** commencing on **September 1, 2017** (the "Commencement Date") and ending on **October 31, 2024** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms of this Permit.

ARTICLE III - INDEMNITY

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

ARTICLE IV – SECURITY AND INSURANCE

- 4.01 On the Commencement Date, you will deliver to us Security in the amount of **\$0.00** which will:
- (a) guarantee the performance of your obligations under this Permit;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Permit.
- 4.02 Despite section 4.01, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Permit and all other Dispositions held by you.
- 4.03 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Permit that are not performed by you and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 4.04 After we certify, in writing, that you have fully performed your obligations under this Permit, we will return to you the Security maintained under section 4.01, less all amounts drawn down by us under section 4.03.
- 4.05 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Permit;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 4.06 Sections 4.01 through 4.05 do not apply for so long as the Permittee is British Columbia Hydro and Power Authority.
- 4.07 You must
- (a) without limiting your obligations or liabilities under this Permit, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) **Commercial General Liability** insurance in an amount of not less than **two million dollars inclusive per occurrence** insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Permit Area or any improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as an additional insured; **Not Required**
 - (b) ensure that all insurance required to be maintained by you under this Permit is primary and does not require the sharing of any loss by any of our insurers;
 - (c) within 10 working days of the Commencement Date of this Permit, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
 - (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Permit, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
 - (e) notwithstanding subsections (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies to be maintained by you under this Permit.

- 4.08 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 4.07 (a); and
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Permit;
- and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Permit.
- 4.09 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Permit in your sole discretion.
- 4.10 Despite sections 4.07 and 4.08, we accept, in our sole discretion, your decision to self insure in respect of the matters covered by those sections. Your obligations under sections 4.07 and 4.08 are thereby suspended for as long as we continue to accept your decision. If we no longer accept, in our sole discretion, your decision to self-insure we will provide notice to you of our decision and you must within 30 days of such notice, obtain the insurance described in subsections 4.07 (a) and (b) and meet all other obligations described in section 4.07, and also in section 4.08.

ARTICLE V – COVENANTS OF THE PERMITTEE

- 5.01 The Permittee must:
- (a) not use procedures or methods which are disruptive to the natural environment in conducting research, except as authorised by this Permit;
 - (b) not use motorised vehicles or equipment in the Permit Area, except as authorised by this Permit;
 - (c) comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
 - (d) advise its employees, contractors, licensees, and agents of the laws and regulations respecting provincial parks and recreation areas and the conditions of this Permit respecting conduct in the Permit Area;
 - (e) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice in writing to the Permittee;
 - (f) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;
 - (g) comply with all orders and directions made, verbally or in writing, by a park officer (as defined in the *Park Act*) relating to the Park, this Permit or the Permit Area;
 - (h) not construct, erect, place, repair, maintain or alter any building, fixture, equipment, structure or improvement in the Permit Area except as may be permitted by this Permit or with the prior written consent of the Province;
 - (i) take all reasonable precautions to prevent and suppress fires in the Permit Area;
 - (j) not interfere with free public access through, across and upon the Permit Area, unless otherwise specified in the Management Plan Schedule;
 - (k) not interfere with or disrupt the activities and operations of other permittees or users in the Park;
 - (l) use and occupy the Permit Area only in accordance with the provisions of this Permit;

- (m) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) or any archaeological or cultural artefact found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with all applicable laws;
- (n) not commit or allow any wilful or voluntary waste, damage or destruction in or upon the Permit Area;
- (o) pay for or repair, as determined by the Province, any damage caused to the property of the Province by the Permittee, its employees, agents, contractors, or licensees;
- (p) upon the expiration, cancellation or termination of this Permit:
 - (i) peaceably quit and deliver up possession of the Permit Area to the Province,
 - (ii) remove all chattels and improvements of the Permittee from the Permit Area within 30 days of the expiration, cancellation or sooner termination of this Permit, unless otherwise advised in writing, by the Province,
 - (iii) deliver to the Province possession of all equipment, furnishings, fixtures, chattels and improvements owned by the Province in a state of good repair and working order, and
 - (iv) restore the Permit Area to the satisfaction of the Province;
 - (v) and to the extent necessary, this covenant will survive the expiration, cancellation or termination of this Permit; and
- (q) comply with all provisions of the schedules to this Permit.

ARTICLE VI - RIGHTS OF THE PROVINCE

- 6.01 Nothing in this Permit diminishes from the rights of the Province in the Permit Area and the Permittee acknowledges that the Province's rights in the Permit Area include the right to
- (a) free and uninterrupted access for the Province, its employees, agents, licensees and invitees in or through the Permit Area;
 - (b) manage, protect, develop, construct, repair, alter or maintain all buildings, structures, equipment, improvements and natural resources (as that term is defined in the *Park Act*) in or on the Permit Area, provided that any such management, protection, development, construction, repair, alteration or maintenance does not unreasonably interfere with the rights of the Permittee under this Permit;
 - (c) limit or suspend the use authorised under this Permit, if the Province determines in its sole opinion, that such use causes environmental damage to the Permit Area; and
 - (d) grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the Rights of the Permittee under this permit.

ARTICLE VII - NOTICE

- 7.01 Any notice required to be given by either party to the other will be deemed to be given if it is in writing and is delivered by hand or prepaid registered mail to the address first written above or any other address that may be specified in writing by a party and a notice will be deemed to be delivered, if mailed, 48 hours after the time of mailing except, in the case of a postal interruption, actual receipt is required.

ARTICLE VIII - RENEWAL

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

ARTICLE IX - TRANSFER

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

ARTICLE X - CANCELLATION

- 10.01 The Province may cancel this Permit on the happening of any one or more of the following events:
- (a) the Permittee fails to observe, perform or keep any of its covenants or agreements under this Permit and that failure is not rectified within the number of days set out in a written notice delivered to the Permittee requiring the Permittee's failure to be rectified;
 - (b) the Permit Area is damaged or destroyed by any cause whatsoever;
 - (c) the Permittee has wilfully misrepresented information:
 - (i) on the application form which led to the granting of this Permit, or
 - (ii) required to be provided under the terms and conditions of this Permit;
 - (d) the Park is closed by the Province; or
 - (e) the Permittee ceases to use the Permit Area for the purposes set out in this Permit.

ARTICLE XI - MISCELLANEOUS

- 11.01 This Permit may be inspected by the public at any time.
- 11.02 Time is of the essence in this Permit.
- 11.03 Nothing in this Permit will be deemed to be waived by the Province unless the waiver is in writing.
- 11.04 Nothing in this Permit constitutes the Permittee as the employee, agent or partner of the Province or gives the Permittee any power or authority to bind the Province in any way.
- 11.05 Nothing in this Permit, expressed or implied, obliges the Province to assume any liability, monetary or otherwise, for any loss, damage, cost or expense incurred by the Permittee for an interruption of the Permittee's activity under this Permit resulting from, among other things, a strike, lockout, labour dispute, act of God, fire, flood or other natural disaster.

ARTICLE XII - INTERPRETATION

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

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

IN WITNESS WHEREOF the parties have duly executed this Permit.

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



Duly Authorized Representative

Larry Boudreau

Print Name

Regional Director

Print Title

September 26, 2017

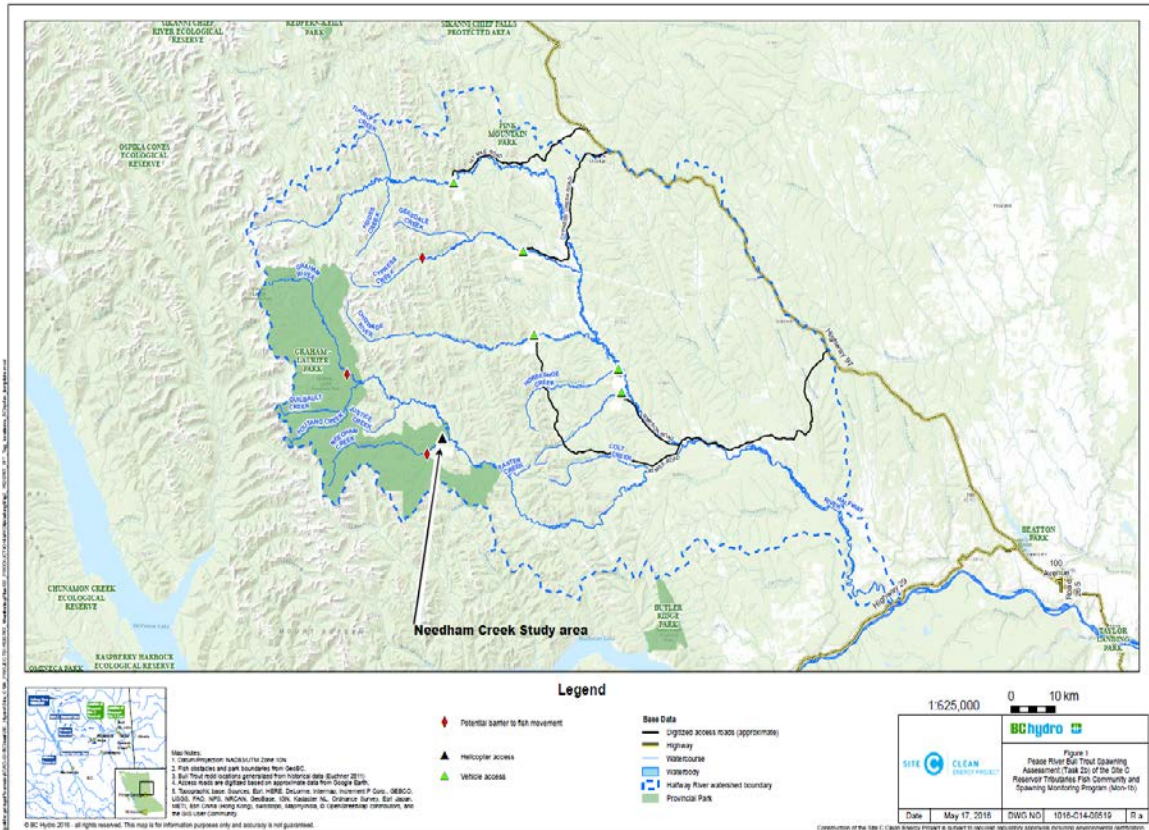
Date

MANAGEMENT PLAN SCHEDULE

PERMIT AREA DESCRIPTION

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

- **Graham-Laurier Park – Needham Creek**



FEE(s)

Protected Land: **Graham-Laurier Park**

Activities: Surveys

Purpose: Research

Fee Description: No fee is charged for research permits

Schedule K Ref: Section 53 of the *Park, Conservancy and Recreation Area Regulation*, Item 4

Fees:

Item	Number	Rate	Total
Minimum Fee	1	\$0.00	\$0.00

Sub Total (based on Fee Description above): \$0.00

Sub Total: \$0.00

**Minimum Fee Required: \$0.00
(plus applicable taxes)**

SPECIAL PROVISIONS

1. Purpose

This Permit is issued to the Permittee for the purpose of **bull trout spawning assessment in Needham Creek; sampling using electrofishing, installation of a fish counter device in Graham Laurier Park.**

2. Permittee Designated Representative

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

Name: Karen von Muehldorfer
Address: 333 Dunsmuir Street, Vancouver BC V6B 5R3
Telephone: 604-695-5204
Fax: 604-695-5290
Email: karen.vonmuehldorfer@bchydro.com

3 The Designated Representatives Responsibilities:

- (a) Be onsite for the duration of the research activities, or provide contact information for an alternative representative;
- (b) Provide the BC Parks Area Supervisor with a local contact number;
- (c) Ensure that no activities beyond those described in the permit and the application proposal will be undertaken without prior consent from the Area Supervisor.

4. BC Parks Contact Information

The Designated Representative must contact the Area Supervisor with any requirements or questions regarding this Park Use Permit. To determine the Area Supervisor responsible for the protected land(s) listed below, contact the associated regional office for this information.

Park, Protected Area or Conservancy Name	Regional Contact Information
Graham-Laurier Park	Ministry of Environment, BC Parks Northern Region - Peace 400, 10003 - 110th Avenue Fort St. John BC V1J 6M7 <i>Regional Office: (250) 787-3411</i> <i>Fax: (250) 787-3490</i>

5. Reports

The Permittee shall provide an **Annual Summary of Activity Report** to the Province by December 31 each year. Report(s) are to be submitted to a FrontCounter BC office in person, by mail, fax or email (FrontCounterBC@gov.bc.ca). To determine the FrontCounter BC office to submit your Report(s) to, contact the following:

Ministry of Forests, Lands
and Natural Resource Operations
FrontCounter BC - Prince George
5th Floor - 499 George Street
Prince George BC V2L 1R5

Toll Free: 1-877-855-3222
Email: FrontCounterBC@gov.bc.ca
Website: <http://www.frontcounterbc.gov.bc.ca/locations/index.html>

6. Access

The Permittee is authorized to utilize a helicopter to access the Permit Area.

7. Surveys

No fish will be sampled or collected while conducting spawning assessments.