

This AGREEMENT made in duplicate as of: Day: ____ Month: _____ Year: _____

BY AND BETWEEN:

CAPITAL REGIONAL DISTRICT

625 Fisgard Street
Victoria, BC V8W 1R7
(Hereinafter called the “**CRD**”)

AND:

Name:
Street Address:
City:
Province:
Postal Code:

(Hereinafter called the “**Permittee**”)

Permittee claims to be accessed: [List claims owned or co-owned that are found wholly or partially within the Greater Victoria Water Supply Area that are to be accessed.]

Placer Claim Tenure Number(s)

Mineral Claim Tenure Number(s)

RECITALS

- A. The CRD holds title to the area described as the Greater Victoria Water Supply Area (the “**GVWSA**”). It is the intention of the CRD to manage the GVWSA to provide for water supply for the residents of Greater Victoria. As such, the CRD manages the GVWSA in the general interest of protecting and enhancing environmental values and specifically, minimizing risk to water quality from stressors such as wildfire, erosion and introduction of hazardous materials or pathogens. In addition, the CRD conducts all operations in the interest of ensuring safety of employees and other Water Supply Area users authorized for access.
- B. The Permittee holds Placer Claim Tenure Number(s) – as listed above – and Mineral Claim Tenure Number(s) – as listed above –, (the “**Claims**”) granted by the Province of BC. The Permittee intends to access and operate the Claims, which are located within the GVWSA.

The CRD and Permittee, in consideration of their mutual duties and responsibilities to one another as hereinafter set forth, enter into an agreement on the following terms (the “**Agreement**”):

ARTICLE 1 – ACCESS

- 1.1 The CRD hereby grants the Permittee access to the Claims by way of:
 _____ gate(s)
 _____ road(s)
(Each Permittee will be given a prescribed gate to enter and road to access their claim),
 for a period of one year, commencing on the date of signing this Agreement. The granted access does not include access for the purposes of general prospecting.
- 1.2 The CRD reserves the right to temporarily lift the permission or make alterations to the route for access granted under Article 1.1 in the event of emergency, fire hazard or other operational reason.
- 1.3 The CRD reserves the right to deactivate, rehabilitate and close roads as part of watershed management operations. Where this affects the Permittee's access under 1.1, CRD will communicate any changes in writing.
- 1.4 Nothing in this Agreement shall be construed as permitting use of lands or waterbodies within the GVWSA for any activities outside of mining activities on the claim(s) referenced above or for access to the claim(s) referenced above.
- 1.5 Nothing in this Agreement shall be construed as permitting access across any lands not held by the CRD. If crossing the lands of a third party is required in order to access the Claims, it is the responsibility of the Permittee to obtain all necessary permissions for access directly from the third party.

ARTICLE 2 – PROCEDURES

- 2.1 The Permittee hereby covenants and agrees that prior to entry onto the GVWSA, the Permittee will:
- a) On an annual basis apply to the CRD Watershed Protection Division ("**Watershed Protection**") by completing an External Applicant Access and Special Use Request Form for the GVWSA.
 - b) Attend a watershed orientation in which the Security Chargehand or designate will review the GVWSA Policies and procedures including the following:
 - Use of keys/radios and roads
 - Health and sanitation
 - GVWSA entry and registration procedures
 - Use of petroleum products, transportation of hazardous goods
 - Spill response
 - Preventing and responding to wildfires
 - Reporting vandalism, trespass or other threats to water quality
 - General conduct and conditions
 - c) Obtain a Dashboard Advisory Card from the CRD, which the Permittee shall display in plain sight on the dashboard of any vehicle the Permittee uses while parked on GVWSA lands.

- d) Abide by the following restrictions:
- The Dashboard Advisory Card is valid only for the mining purposes of the Permittee. Keys and Dashboard Advisory Cards are **non-transferable** and may not be loaned to a third party.
 - Keys must not be duplicated. Permittees are responsible for the security of their keys. Lost keys or Dashboard Advisory Cards must be reported to the CRD immediately and may not be replaced.
 - Gates must be kept locked at all times, with the exception of the Goldstream gate which is kept open during business hours (07:00 to 16:30 Mon-Fri).
 - Vehicles used by the Permittee require a VHF radio with CRD Watershed Road Direct Frequency Channel 4.
- e) Provide a deposit for any keys to be issued and proof of insurance subject to Article 6. Key deposits are refundable, subject to the key and any other equipment being returned to Watershed Protection in good working condition.
- f) Any keys supplied for the purposes of this agreement are to be returned within 90 days of the expiry of this agreement, unless reassigned. Keys may be reassigned upon granting a subsequent agreement or for another purpose.

ARTICLE 3 – ROAD USE

- 3.1 The Permittee will use the roads in a manner that does not interfere with the CRD's use of the roads, and will advise the CRD at least two days in advance of any equipment movement on the roads.
- 3.2 The CRD reserves the right to fully close road access in the event of high or extreme fire hazard and/or other extreme weather conditions.
- 3.3 The CRD does not assure vehicle access to the Permittee at all times. Vehicle access may be blocked for indefinite periods as a result of storms (e.g. snowfall, windfall, etc.) or for the operational requirements of the CRD.
- 3.4 The Permittee will under no circumstances alter, modify, repair, maintain, extend or construct roads on the GVWSA without the prior written approval of the CRD.
- 3.5 The Permittee will compensate the CRD for any Permittee caused damaged to GVWSA roads or roaded infrastructure including culverts, bridges and signs. All damage must be immediately reported to the CRD.
- 3.6 Radio call-in procedures must be followed when using roads in the GVWSA.

ARTICLE 4 – GENERAL CONDITIONS

The Permittee agrees to adhere to the following requirements:

- 4.1 To attend a watershed orientation (Article 2.1(b)) prior to entering the Lands, unless accompanied by Watershed Protection staff.
- 4.2 To adhere to the CRD Water Supply Protection Bylaw #2804 at all times while in the GVWSA.
- 4.3 To adhere to the notice given to CRD under Section 19 of the Mineral Tenure Act including notification within 7 days of any substantial change to the planned mining activity.
- 4.4 No firearms will be brought onto the GVWSA. For the purposes of this section, 'firearm' has the meaning set out in the *Firearm Act* (British Columbia), and includes any gun using, as a propellant, compressed air, explosives or gas.
- 4.5 The Permittee is prohibited from erecting any temporary or permanent shelters within the GVWSA and shall not overnight on GVWSA lands. The CRD may, upon application, provide written authorization for specific overnight stays for mining purposes only. Application must be made well in advance of the dates of planned activity.
- 4.6 The Permittee is prohibited from storing equipment, fuel or other items within GVWSA lands. The CRD may, upon application, provide written authorization for storage for mining purposes only. Application must be made well in advance of the dates of planned activity.
- 4.7 The Permittee will not cut down any trees within the GVWSA for any purpose without the prior written approval of the CRD.
- 4.8 No waste of any type can be discharged into streams, or onto watershed lands.
- 4.9 Domestic animals are not allowed within the GVWSA at any time.
- 4.10 The Permittee is responsible for all damage incurred to the CRD's property or facilities.
- 4.11 If, prior to the expiry date of this agreement, the CRD and the Permittee enter into another access agreement, the terms of that agreement shall govern in the event of any conflict of terms.
- 4.12 This Agreement may be cancelled by either party for any reason with 30 days written notice to the other party.
- 4.13 An 'Additional Applicants Application' Form must be submitted to the CRD and approved for accompanying person(s) well in advance of entry. Accompanying persons must sign a CRD waiver, and; hold insurance coverage as per Article 6 below. The Permittee is responsible for the actions and damages caused by any accompanying person while in the GVWSA.

- 4.14 If the Permittee's interest in the Claims is transferred, cancelled, forfeited, or otherwise found to be invalid, this Agreement will be rendered null and void.

ARTICLE 5 – RELEASE AND INDEMNITY

- 5.1 The Permittee covenants and agrees that the CRD, its employees, officers, contractors and agents, will not be liable to the Permittee or any person or entity for incidental, consequential, resulting or special loss or damage of any kind whether foreseeable or not, however caused, arising out of or in any way connected with this Agreement or the Permit hereby granted.
- 5.2 The Permittee covenants and agrees to indemnify and save harmless the CRD, its employee, officers, contractors and agents, from and against all losses, liabilities, claims, damages, costs, fines, fees or expenses of any kind or nature whatsoever made or brought against the CRD, arising from the Permittee's exercise of its rights under this Agreement.
- 5.3 The CRD is under no obligation to facilitate or otherwise assist the Permittee in accessing their claims through the GVWSA.
- 5.4 The Permittee consents to the Capital Regional District sharing, collecting and releasing my personal information, including my contact information, claim number, entry dates, and insurance status, with VIPMA, Mosaic Forest Management and the Province of British Columbia, in order to facilitate my entry to lands held by the above-named parties and safe access to their properties. I understand the above-named parties share information to facilitate access to private and secure lands, including those intended to be used for watershed purposes and for use of private roadways otherwise not available to me, and the sharing, collecting and releasing of this information is necessary for these purposes.

ARTICLE 6 – INSURANCE

The Permittee will obtain and maintain throughout the term of this Agreement:

- (i) Public liability insurance and property damage insurance in the minimum amount of \$3,000,000.00 with respect to death or injuries to persons or property caused by or arising out of or attributable to the exercise of the rights granted hereunder, and firefighting expenses liability insurance in which the limit of liability shall not be less than \$1,000,000.00.
- (ii) Automobile liability insurance covering bodily injury (including passenger hazard) and property damage arising from the operating of owned and non-owned vehicles on the Lands, with inclusive limits of not less than \$2,000,000.00 for any one accident.

Proof of insurance must be received by the CRD prior to entry onto the GVWSA.

ARTICLE 7 – CONTACTS

1. For the Permittee:
 Name:
 Street Address:
 City:
 Province:
 Postal Code:
 Telephone:
 Email:

2. For the CRD:
 Annette Constabel, Senior Manager
 Watershed Protection
 Telephone: (250) 391-3556
 Email: aconstabel@crd.bc.ca

-Or-

For the CRD:
 Patrick, McCoubrey, Security Chargehand
 Watershed Protection
 Telephone: (250) 391-3551
 Email: securitychargehand@crd.bc.ca

Signed and Delivered by or on behalf of
 the Permittee (or authorized signatory of
 the Permittee)

Signed and Delivered by or on behalf of
 the Capital Regional District

 Signature

 Ted Robbins, General Manager
 Integrated Water Services

 Name - Printed

 Date

 Date

Capital Regional District
 625 Fisgard Street
 Victoria, BC V8W 1R7, Canada
 Telephone: (250) 474-9600
 Fax: (250) 474-4012
 Email: water@crd.bc.ca