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January 15, 2007

File # LM0510598/85700

UBC
Zoology Department
6270 University BLVD
Vancouver BC V6T 1Z4

Attention: Dolph Schluter

**RE: PARK USE PERMIT LM0510598
Skookumchuck Narrows and Golden Ears Provincial Parks**

Please find enclosed your validated copy of Park Use Permit LM0510598 for the term of May 1, 2005 to April 20, 2015 for the purpose of studying the ages of sticklebacks in coastal lakes and diet during growth within the above parks.

Per Special Provision #5 of your permit, please ensure that you have in your possession at all times a copy of this permit and a valid copy of the Ministry of Environment Fish Collection Permit indicating Brown Lake and Mike Lake.

If you have any questions or concerns regarding the above, please call our office toll-free within BC at 1-866-433-7272 or outside BC at 250-952-0932.

Sincerely,

Donna Beaven
Permit Officer, Park Use Permits

Enclosure

Ministry of Environment Permit Authorization Service Bureau
Park Use Permits

Mailing Address
PO Box 9371
Stn Prov Govt
Victoria BC V8W 9M3

Locally & Outside of BC 250-952-0932
Toll Free: in BC 1-866-433-7272
Facsimile: 250-387-0922
Website: gov.bc.ca/env

PARK USE PERMIT

RESEARCH

This Park Use Permit No. **LM0510598** (the "Permit") is issued under the authority of the *Park Act*

Skookumchuck Narrows & Golden Ears Provincial Park

(the "Park")

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:

TO:
Dolph Schluter

(the "Permittee") at the following address

**Ministry of Environment
Environmental Stewardship Division
Lower Mainland Region
2 - 10470 152nd Street
Surrey BC V3R 0Y3**

**UBC
Zoology Department
6270 University BLVD
Vancouver BC V6T 1Z4**

Phone: 604-822-2387

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 - DURATION

- 2.01 The duration of this Permit is for a term of **Ten (10) years** commencing on **May 1, 2005** (the "Commencement Date") and ending on **April 30, 2015** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms of this Permit.

ARTICLE III INDEMNITY AND INSURANCE

- 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 or licensees under this Permit, except for any liability arising from any independent, negligent act of the Province.
- 3.02 The Permittee will, during the term of this Permit, provide, maintain and pay for insurance in such form and amounts and with such deductibles, if any, as prescribed in the Insurance Schedule. **Not Required.**

ARTICLE IV - TRANSFER

- 4.01 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 V - PERMITTEE'S COVENANTS

- 5.01 The Permittee must
 - (a) comply with the terms and conditions of this Permit, the *Park Act* and any regulations made under the *Park Act*;
 - (b) comply with all laws, bylaws, orders, directions, ordinances and regulations of any governmental authority that affect the Permit Area, its use and occupation or the Permittee's activities under this Permit;
 - (c) inform its employees, agents, contractors and licensees of the *Park Act*, regulations made under it, and this Permit as each of them relate to the conduct and activities of persons within the Park;
 - (d) 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;
 - (e) not damage, destroy, disturb or remove plants, animals, archaeological or cultural artefacts found in or on the Permit Area, except as authorised by this Permit and only in accordance with the *Park Act* and all other applicable laws;
 - (f) not introduce plants or animals in or on the Permit Area, except as authorised by this Permit;
 - (g) not commit or permit any wilful or voluntary waste, damage or destruction in or on the Permit Area;
 - (h) not use procedures or methods which are disruptive to the natural environment in conducting research, except as authorised by this Permit;
 - (i) keep the Permit Area in a safe, clean and sanitary condition and remove from the Permit Area, to the satisfaction of the Province, all garbage, debris and effluent resulting from the Permittee's use of the Permit Area;
 - (j) not use motorised vehicles or equipment in the Permit Area, except as authorised by this Permit;
 - (k) not construct, erect, place, repair, maintain or alter any building, fixture, structure or improvement on the Permit Area, except as authorised by this Permit;
 - (l) not interfere with public access or the activities or operations of any other Permittee in the Permit Area except as authorised by this Permit;
 - (m) pay for or repair, as determined by the Province, any damage to the Permit Area or to the property of the Province caused by the Permittee, its employees, agents, contractors or licensees;
 - (n) upon expiration, cancellation or termination of this Permit:
 - (i) peaceably quit and deliver up possession of the Permit Area to the Province, and
 - (ii) restore the Permit Area to the satisfaction of the Province; and to the extent necessary, this covenant shall survive the expiration, cancellation or termination of this Permit;
 - (o) acknowledge the Province, the Park and the Permit Area in any press release, announcement, publication or report released by the Permittee in respect of its use of the Permit Area under this Permit;
 - (p) comply with all provisions of the Management Plan Schedule.

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
- free and uninterrupted access for the Province, its employees, agents, licensees and invitees in or through the Permit Area;
 - manage, protect, develop, construct, repair, alter and maintain all buildings, structures, equipment, improvements and natural resources (as that term is defined in the *Park Act*) in or on the Permit Area;
 - 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
 - grant to any person the right to enter upon and use the Permit Area, or any part of it, for any purpose.

ARTICLE VII - APPLICATION FOR RENEWAL

- 7.01 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.
- 7.02 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.
- 7.03 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 VIII - CANCELLATION OF PERMIT

- 8.01 The Province may cancel this Permit on the happening of any one or more of the following events:
- 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;
 - the Permit Area is damaged or destroyed by any cause whatsoever;
 - the Permittee has wilfully misrepresented information:
 - on the application form which led to the granting of this Permit, or
 - required to be provided under the terms and conditions of this Permit;
 - the Park is closed by the Province; or
 - the Permittee ceases to use the Permit Area for the purposes set out in this Permit.

ARTICLE IX - NOTICE

- 9.01 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 X - MISCELLANEOUS

- 10.01 This Permit may be inspected by the public at any time.
- 10.02 Time is of the essence in this Permit.
- 10.03 Nothing in this Permit will be deemed to be waived by the Province unless the waiver is in writing.
- 10.04 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.
- 10.05 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 XI - INTERPRETATION

- 11.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.
- 11.02 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.
- 11.03 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 enactments of the Province of British Columbia.
- 11.04 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.
- 11.05 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*.
- 11.06 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 authorised representative of the Province.



Duly Authorised Representative

JAN 12 2007

Date

SIGNED and DELIVERED on behalf of the Permittee (or by an authorised signatory of the Permittee if a Corporation)



Signature of Permittee or Authorised Signatory

Jan 3, 2007

Date

MANAGEMENT PLAN SCHEDULE

PERMIT AREA DESCRIPTION

The Permittee is authorised to enter the Permit Area described below and shown on the attached maps.

All lands contained within the following Provincial Park and Protected Area:

**Brown Lake - Skookumchuk Narrows Provincial Park
Mike Lake – Golden Ears Provincial Park**

PURPOSE

This Permit is issued to the Permittee **to collect & release for research purpose specimens from Three–Spined Stickleback from Brown Lake & Mike Lake using harmless sampling techniques to study the ages of sticklebacks in coastal lakes and diet during growth.**

SPECIAL PROVISIONS

1. Contact the appropriate area supervisor by e-mail or phone at least ten days in advance to advice of approximate dates as well as locations for proposed field work.

Park Name: Golden Ears Provincial Park
Area Supervisor: Darryl Paquette
E mail address: Darryl.Paquette@gov.bc.ca
Phone Number: 604-819 5933

Park Name: Shookumchuck Provincial Park
Area Supervisor: Hugh Ackroyd
E mail address: Hugh.Ackroyd@gov.bc.ca
Phone Number: 604-898 3678 loc 226

2. Provide the Regional Parks and Protected Areas - Conservation Specialist listed below with a hard and digital copy of an **annual** summary report which contains project information such as, specimens collected, locations (GPS'd) and other related information. This report is required within 60 days of the final field work in provincial parks. Any other related publications or reports associated with this research work are also to be provided.

Tom Blackbird
Ministry of Environment – Lower Mainland Region
10470 152nd Street, Surrey, B.C. V3R 0Y3
E-mail: tom.blackbird@gov.bc.ca

3. This research permit does not include the collection of any endangered species.
4. The Permittee is allowed to collect and remove up to fifty (50) specimens of Three–Spined Stickleback from locations from identified parks. Each sample location must GPS'd and locations provided in the final report.
5. The Permittee is required to have in their possession at all times when working in above identified Provincial Parks and verity to any BC Parks staff a copy of this permit LM0510598 and a valid copy of the Ministry of Environment Fish Collection Permit indicating Brown Lake & Mike Lake.
6. As this work may occur in areas where there may be public use, the Permittee must be especially sensitive to any concerns from park users about the nature of this work. Any issues arising with the general public must be directed to the BC Parks staff contact identified above as soon as possible following the incident. Every effort must be taken to carry out this research work away from areas used by the public or during periods of low use.
7. A brochure is available on the BC Parks website (http://wlapwww.gov.bc.ca/bcparks/conservation/con_broch.htm) to provide researchers information on conducting research activities in protected areas.
8. Camping is only permitted in designated campsites.