



Ministry of  
Environment

# ECOLOGICAL RESERVE PERMIT

This Ecological Reserve Permit No. **105576** (the "Permit") is issued under the authority of the Ecological Reserve Regulations

(the "Ecological Reserve")

**See "Management Plan Schedule, Permit Area Description" for a complete list of Ecological Reserves**

FROM:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Administrator of Ecological Reserves (the "Province") at the following address:

**Ministry of Environment  
BC Parks  
South Coast Region  
2 - 10470 - 152nd Street  
Surrey BC V3R 0Y3**

TO:

**Dolph Schluter**

(the "Permittee") at the following address:

**University of British Columbia  
Zoology Department  
6270 University BLVD  
Vancouver BC V6T 1Z4**

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 Ecological Reserve (the "Permit Area") that is described, and for the purpose 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 a term of **4 years** commencing on **May 1, 2011** (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**

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## ARTICLE IV – COVENANTS OF THE PERMITEE

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4.01 The Permittee must:

- (a) comply with the terms and conditions of this Permit, the *Ecological Reserve Act* and any regulations made under the *Ecological Reserve 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 licences of the *Ecological Reserve Act*, regulations made under it, and this Permit as each of them relate to the conduct and activities of persons within the Ecological Reserve;
- (d) comply with all orders and directions made verbally or in writing by the administrator referred to in regulations made under the *Ecological Reserve Act*, relating to the Ecological Reserve, this Permit or the Permit Area;
- (e) not damage, destroy, disturb or remove plants, animals, archaeological or cultural artifacts found in or on the Permit Area, except as authorized by this Permit and only then in accordance with all applicable laws;
- (f) not introduce plants and animals in or on the Permit Area, except as authorized 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 and methods which are disruptive to the natural environment in conducting research, except as authorized by this Permit;
- (i) keep the Permit Area in a safe, clean and sanitary condition and to 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 motorized vehicles or equipment in the Permit Area;
- (k) not construct, erect, place, repair, maintain or alter any building, fixture, structure or improvement on the Permit Area, except as authorized by this Permit;
- (l) not interfere with public access or the activities or operations of any other Permittee in the Permit Area except as authorized 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 Ecological Reserve 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; and
- (p) comply with all provisions of the Management Plan Schedule.

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## ARTICLE V - RIGHTS OF THE PROVINCE

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- 5.01 Nothing in this Permit diminishes the rights of the Province in the Permit Area and the Permittee acknowledges and agrees 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 and maintain all improvements and natural resources in or on the Permit Area;
- (c) limit or suspend the use authorized under this Permit, if the Province determines in its sole opinion, that such use causes environmental damage to the Permit Area; and
- (d) grant to any person the right to enter upon and use the Permit Area, or any part of it, for any purpose.

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## **ARTICLE VI - NOTICE**

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- 6.01 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, eight days after the time of mailing except, in the case of a postal interruption, actual receipt is required.

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## **ARTICLE VII - RENEWAL**

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- 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 *Ecological Reserve Act* and regulations made under it, 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.

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## **ARTICLE VIII - TRANSFER**

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- 8.01 The Permittee must not assign, transfer, or sublicense this Permit, in whole or in part.

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## **ARTICLE IX - CANCELLATION**

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- 9.01 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 Ecological Reserve is closed by the Province; or
  - (e) the Permittee ceases to use the Permit Area for the purposes set out in this Permit.

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## **ARTICLE X - MISCELLANEOUS**

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- 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.

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## ARTICLE XI - INTERPRETATION

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

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**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.



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Duly Authorized Representative

Brandin Schultz

\_\_\_\_\_  
Print Name

Regional Director

\_\_\_\_\_  
Print Title

**August 7, 2012**

\_\_\_\_\_  
Date

# MANAGEMENT PLAN SCHEDULE

## PERMIT AREA DESCRIPTION

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

- **Ambrose Lake Ecological Reserve**



## **SPECIAL PROVISIONS**

### **1. Purpose**

This Permit is issued to the Permittee **for the purpose of collection of specimens (sticklebacks) from Ambrose Lake Ecological Reserve, for a long-term study of origin and maintenance of stickleback biodiversity in BC.**

### **2. Permittee Designated Representative**

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

Name: Dolph Schluter  
Address: Zoology Department, UBC, 6270 University Boulevard, Vancouver, BC, V6T 1Z4  
Telephone: 604-822-2387  
Fax: 604-822-2416  
Email: [schluter@zoology.ubc.ca](mailto:schluter@zoology.ubc.ca)

### **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 permit application and research proposal dated: May 9, 2011, will be undertaken without prior consent from the Area Supervisor.

### **4. BC Parks Representative(s):**

Ambrose Lake Ecological Reserve

Dylan Eyers  
Sunshine Coast Area Supervisor  
604-924-2226  
[Dylan.Eyers@gov.bc.ca](mailto:Dylan.Eyers@gov.bc.ca)

### **5. Equipment:**

A non-motorized boat is authorised for use by the Permittee on Ambrose Lake. Field equipment as described in the Permittee's research proposal and any markers (e.g. flagging tape) required for sampling must be removed each year on completion of sampling.

### **6. Sampling:**

Sampling must follow the methodology provided in the research proposal. This includes collection of a maximum of 150 sticklebacks per year and disinfection of all equipment before and after visiting Ambrose Lake Ecological Reserve to prevent transportation of disease and organisms between field sites.

## **7. Reports**

A copy of all findings, data and all scientific papers are to be submitted to the Permit and Authorization Service Bureau, at the following address, at the end of the research.

Ministry of Forests, Lands  
and Natural Resource Operations  
PASB – Park Use Permits  
PO Box 9371 Stn Prov Govt  
Victoria BC V8W 9M3  
Fax: 250-387-1695



