

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Owner: that combination is referred to as “the parties”; and

“you” or “your” refers to the Owner.

ARTICLE 2 - CONDITIONS OF THIS PERMISSION

2.1 The rights granted in this Permission apply only under the following circumstances:

- (a) You will not construct, place, anchor, secure or affix any Improvement in, on, to or into the Land except as necessary for the purposes set out in the approved Management Plan and, despite those purposes, you will not construct, place, anchor, secure or affix anything on or to the Land that may interfere with the riparian right of access of any person over the Land without first obtaining from that person a statutory right of way or easement, in registrable form and in our favour, by which that person allows us to curtail his or her riparian right of access over the Land.
- (b) This Private Moorage Facility will be the only Private Moorage Facility on the frontage of the Upland Property.
- (c) Ownership of and liability for a Private Moorage Facility shall pass to and be binding upon your heirs, executors and assigns of the Owner.
- (d) You must not assign, mortgage or transfer this Permission, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- (e) A Private Moorage Facility shall be and shall remain your property unless you transfer the rights and obligations in a signed agreement with another person approved by us as per subsection 2.1 (d).
- (f) There are no other laws, bylaws or local government zoning restrictions which prohibit the installation and use of the Private Moorage Facility.
- (g) You understand that this Permission does not grant exclusive use and occupancy of the Land.

ARTICLE 3 - SIZE

3.1 The Private Moorage Facility’s size must be as set out in the Management Plan, and the Management Plan must disclose the length and width of the Private Moorage Facility, the