

Licence of Occupation

This agreement is between North Cowichan and Island Soaring Society.

Definitions

1. In this agreement,
 - (a) **North Cowichan** means the Corporation of the District of North Cowichan,
 - (b) **The Club** means Island Soaring Society, c/o 1101-435 Michigan St, Victoria BC V8M 2A5,
 - (c) **land** means Municipal Forest Reserves - Mount Prevost,
 - (d) **licenced area** means the part of the land outlined in Appendix "A",
 - (e) **permit** means an approval, authorization, consent, licence, or permit, issued under an enactment relating to the environment,
 - (f) and **hazardous substance** means a contaminant, dangerous good, hazardous substance, pollutant, special waste, or toxic substance, or waste, as defined in an enactment relating to the environment.

Grant of Licence

2. North Cowichan grants the Club a licence (called the **licence**) to occupy the licenced area, on the terms below, on July 23, 2007, to December 30, 2010.

Use of Licenced Area

3. The Club may only use the licenced area for the take off or launching of their hang gliders or paragliders.
4. The Club has inspected the licenced area and acknowledges that it is suitable for the take off or launching of their hang gliders or paragliders.

Nature of Licence

5. The Club acknowledges that this agreement grants a licence only. It does not give, and must not be deemed to give, any interest in the licenced area.

Dealings with Licence

6. The Club may not assign the licence, or sub-licence all or part of the licenced area, without North Cowichan's prior written consent. North Cowichan may withhold consent without reason.
7. The Club may not encumber its interest in the licence.
8. The Club must ensure that its assignees and sub-licensees comply with the terms of the licence.
9. The Club and its agents, employees, assignees, and sub-licensees are not, and must not be deemed to be, agents or employees of North Cowichan.

10. The Club has an emergency plan in place to deal with emergencies, including aircraft crashes, medical emergencies, and forest fires, and provide a copy to North Cowichan.
11. The Club will make its members aware that the site is not to be used for commercial activities, and that members wishing to pursue this activity are required to make their own application to North Cowichan.
12. The Club install and maintain, at their expense, signage at the launch site highlighting the Club's "Code of Ethics for Users of the Launch Site", signage will also include a map showing approved landing sites, as well as sites to avoid, and a contact phone number for further information.

Reentry into Licenced Area

13. The Club must allow North Cowichan and persons whom North Cowichan authorizes to re-enter the licenced area at any time on reasonable notice and for any reason.

Maintenance of Licenced Area

14. The Club accepts responsibility for the licenced area's welfare and agrees to keep the licenced area clean, tidy, and in good repair.

Repairs to Licenced Area

15. The Club must repair at its expense, damage to the licenced area that results from the use of the licenced area by the Club or a person whom the Club allows to enter it.

Enactments and Permits

16. The Club must, during the licence, comply with applicable enactments and permits. Without limitation, the Club must comply, during the licence, with applicable enactments and permits relating to (a) building, (b) fire protection and control, and (c) the environment (called **environmental laws**).
17. The Club must show North Cowichan on demand that the Club's permits are valid.

Liens

18. The Club must promptly remove liens against all or part of the licenced area that arise from work done for, materials supplied to, and obligations incurred by, the Club.

Changes and Improvements to Licenced Area

19. If a provincial or federal enactment or a change to a provincial or federal enactment requires changing the licenced area or part of the licenced area, then the Club must (a) notify North Cowichan, and (b) change the licenced area or part of the licenced area (as the case may be) at the Club's expense. Otherwise, the Club may not change or improve the licenced area, or part of the licenced area, without North Cowichan's prior written consent.

Nuisances

20. The Club must not do or have done anything in the licenced area that is, in North Cowichan's opinion, a nuisance.

Environmental Protection

21. The Club must not store or have stored, treat or have treated, or dispose or have disposed, hazardous substances in the licenced area except according to applicable environmental laws.

22. The Club must notify North Cowichan immediately if (a) a hazardous substance is released in the licenced area unless it is released according to applicable environmental laws, (b) a government agency notifies the Club that the Club is not complying with an environmental law, (c) the Club is notified of a third-party claim relating to the environment, or (d) the Club learns that a hazardous substance is present in the licenced area.
23. The Club must investigate and report, as North Cowichan directs, if North Cowichan reasonably suspects that the Club's occupation and use of the licenced area might be introducing, or increasing the presence of, hazardous substances in the licenced area.
24. If the Club's use and occupation of the licenced area introduces, or increases the presence of, hazardous substances in the licenced area, then the Club must undertake remediation (as defined in the *Waste Management Act*) at its expense.

Indemnity

25. The Club agrees to indemnify and save harmless North Cowichan against claims arising from the Club's (a) occupation and use of the licenced area, or (b) breaking a term of the licence.

Insurance

26. The Club must take out and maintain during the licence, comprehensive general liability insurance of at least \$3,000,000, and forest fire suppression liability insurance of at least \$1,000,000 per fire, on terms and from an insurer acceptable to North Cowichan.
27. The Club's comprehensive general liability insurance policy must (a) name North Cowichan as an additional insured, (b) state that it may not be cancelled, allowed to expire, or materially changed, unless the insurer notifies North Cowichan in writing at least 30 days in advance, and (c) state that North Cowichan's insurance claims must be paid before any other.
28. The Club must supply North Cowichan with proofs of insurance (a) when this licence is signed, (b) on renewal, and (c) on demand.

Release

29. The Club releases and forever discharges North Cowichan from claims arising from (a) the licence's grant, existence, and end, (b) the Club's occupation and use of the licenced area, and (c) North Cowichan's exercising its rights under the licence.

Curtailment or Temporary Suspension of Use

30. If North Cowichan believes that circumstances beyond North Cowichan's control require curtailing or temporarily suspending the Club's use of the licenced area, then the Club must curtail or temporarily suspend (as the case may be) its use of the licenced area as North Cowichan directs.

Default

31. If the Club does not fulfill an obligation under the licence, then North Cowichan may fulfill the obligation for the Club. If North Cowichan incurs costs to fulfill an obligation under the licence that the Club does not fulfill, then North Cowichan may recover its costs of fulfilling the obligation from the Club on demand.

Cancellation or Forfeiture of Licence

32. North Cowichan or the Club may cancel the licence for just cause with 60 days' written notice.

33. If the Club does not fulfill an obligation under the licence, then North Cowichan may, rather than fulfill the obligation for the Club, cancel the licence in writing, effective 60 days after giving notice, unless the Club fulfills the obligation in that time.

End of Licence

34. The Club must give up possession of the licenced area when the licence ends.
35. When the licence ends, the Club must (a) remove, at its expense, its property from the licenced area, (b) leave the licenced area clean, tidy, and in good repair, and (c) remove, at its expense, improvements to the licenced area as North Cowichan directs.

Freedom of Information

36. The Club acknowledges that the *Freedom of Information and Protection of Privacy Act* might require disclosing (a) this agreement, and (b) records relating to this agreement that are in North Cowichan's custody or under its control.

To show their agreement, the parties have signed on Sept. 13, 2007.

Island Soaring Society

Dave Underwood, President
Signature of Authorized Signatory

Paul McLain, Vice President
Signature of Authorized Signatory

John Smith
Signature of Witness

JOHN SMITH
Printed Name of Witness

1219 CHAYMAN ST.
Address of Witness

Victoria, BC

The Corporate Seal of the Corporation
of the District of North Cowichan was
hereunto affixed in the presence of:

Jon Lefebure
Jon Lefebure, Mayor

Mark Rutta
Mark Rutta, Director of Administration

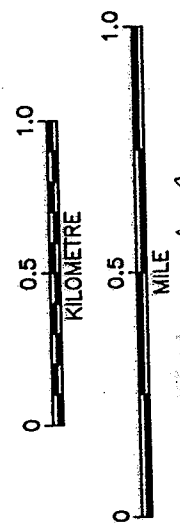
FOREST RESERVE MAP

SHEET 3 of 4

of
 The Corporation of the District of
NORTH COWICHAN

Produced by the North Cowichan
 Forestry Department, September 1996
 Revised July 2001

Scale = 1:25,000



*Road Access
 Launch Area - Island Sowing
 Society*

- Legend:**
- FOREST RESERVE LAND
 - TAX SALE LAND AND TREATED AS FOREST RESERVE
 - PRIMARY FORESTRY ROAD
 - SECONDARY FORESTRY ROAD
 - TERTIARY FORESTRY ROAD
 - SKIDDER ROAD
 - HIKING TRAILS
 - NORTH COWICHAN MUNICIPAL BOUNDARY LINE (EXTENDS 1000 FT. OFFSHORE)
 - STATUTORY RIGHT OF WAY BOUNDARY LINE
 - ACTIVE RAILWAY LINE (ESQUIMALT & NANAIMO RAILWAY (C.P.R.))

THIS MAP HAS BEEN CREATED FOR THE PURPOSE OF CONVENIENCE AND IS INTENDED FOR SCHEMATIC REPRESENTATION ONLY. THE MUNICIPALITY ASSUMES NO RESPONSIBILITY FOR THE INFORMATION CONTAINED HEREON.

Appendix A

