

Salt Spring Island Fire Protection District

Bylaw No. 127

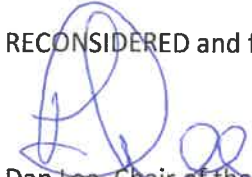
A bylaw to authorize the execution of an agreement with the Ministry of Forests, Lands and Natural Resource Operations.

The Trustees of the Salt Spring Island Fire Protection District in open meeting assembled, ENACT AS FOLLOWS:

1. That Dan Lee, Chair of the Trustees, and Andrew Peat, Corporate Administrator, are hereby authorized to execute on behalf of the Salt Spring Island Fire Protection District an agreement with the Ministry of Forests, Lands and Natural Resource Operations renewing a Licence of Occupation, relating to the operation and maintenance of an automated weather station located at the District's Fulford Fire Hall property, for a further term of 5 years commencing on the 3rd day of June, 2015 and terminating on the 2nd day of June 2020 in accordance with the terms of the 3rd June 2010 agreement hereto attached.
2. That Dan Lee, Chair of the Trustees, and Andrew Peat, Corporate Administrator, are hereby authorized to execute on behalf of the Salt Spring Island Fire Protection District all necessary instruments to give effect to the said Licence of Occupation agreement.
3. This bylaw may be cited as the "Ministry of Forests, Lands and Natural Resource Operations Fulford Fire Hall Licence of Occupation Agreement".

INTRODUCED and given first reading by the Trustees on the 16 day of February 2015.

RECONSIDERED and finally passed by the Trustees on the 16 day of February 2015.



Dan Lee, Chair of the Trustees



Andrew Peat, Corporate Administrator for the Trustees

I hereby certify under the seal of the Salt Spring island fire Protection District that this a true copy of Bylaw No. 127.



Andrew Peat, Corporate Administrator for the Trustees.

LICENCE OF OCCUPATION

THIS AGREEMENT dated for reference the 3 day of June, 2010

**BETWEEN: SALT SPRING ISLAND FIRE PROTECTION DISTRICT
(BOARD OF TRUSTEES)
105 LOWER GANGES ROAD
SALT SPRINT ISLAND, BRITISH COLUMBIA
V8K 2T1**

(the "Licensor")

OF THE FIRST PART

**AND: HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, AS
REPRESENTED BY THE MINISTER OF FORESTS
AND RANGE, c/o RESOURCE TENURES BRANCH,
REAL ESTATE OPERATIONS,
1675 Douglas Street, 2nd Floor, P.O. Box 9510,
Station Provincial Government, Victoria, British Columbia,
V8W 9C2**

(the "Licensee")

OF THE SECOND PART

WITNESS THAT WHEREAS:

- A. The Licensor is the registered owner in fee simple of that parcel or tract of land legally known and described as:

Parcel Identifier: 005-445-850
Lot 1, Section 10, Range 1, South Salt Spring Island, Cowichan District
Plan 10051

(the "Land"); and

- B. The Licensee wishes to enter onto a portion of the Land to construct, operate and maintain an automated weather station thereon at a location outlined in black on Schedule "A" attached.

(the "Site");

and the Licensor has agreed to permit the Licensee to enter onto the Site for such purposes, *together with the right of access across the Land to the Site.*

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants contained herein, the parties agree as follows:

1. The Licensor, on the terms set forth below, hereby grants to the Licensee, its servants, agents, employees, contractors and licensees a licence to enter onto the Site to erect, construct, install, operate, maintain, inspect and safeguard, *solely at the Licensee's expense*,
 - a) An automated weather station, solar powered and totally wireless;
(the "Installations"); and
 - b) to carry out such other activities that are necessarily incidental thereto aforesaid.
2. The duration of this licence and the rights herein granted shall be for a term of 5 years commencing on the 3rd day of June, 2010;
(the "Commencement Date");

and terminating on the 2nd day of June, 2015, unless earlier cancelled or terminated in accordance with the terms of this agreement.

[This licence may be renewed for further 5 year terms by mutual consent of the Licensee and Licensor.]
3. The Licensee covenants with the Licensor:
 - a) to pay to the Licensor an annual fee of \$1.00, receipt and sufficiency of which is hereby acknowledged covering the entire 5-year term herein created;
 - b) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Site or to do or suffer to be done thereon anything that may be or may become a nuisance to owners or occupiers of adjoining land;
 - c) to keep the Site in a safe, clean and sanitary condition satisfactory to the Licensor and to make clean and sanitary any portion of the Site that the Licensor may direct by notice in writing to the Licensee;
 - d) upon the expiration or earlier termination of the term of this licence:
 - i) to quit peaceably and deliver possession of the Site to the Licensor;
 - ii) to remove the Installations from the Site; and

- iii) to restore the surface of the Site to its original condition as nearly as possible, and to the extent necessary, this covenant shall survive the expiration of earlier termination of this licence;
 - e) to use and occupy the Site in accordance with the provisions of this licence;
 - f) to permit the Licensor or his authorized representative to enter onto the Site at all reasonable times to examine its condition; and
 - g) to indemnify and save harmless the Licensor from all manner of actions, causes of actions, suits, claims and demands whatsoever arising from the occupation, activities and actions of the Licensee carried out on the Site or any action or things done or maintained by the Licensee, its employees, contractors or agents;
 - h) to be responsible and pay for any increase in real property taxes levied against the Land that is attributable to any improvements, additions, machinery or fixtures which the Licensee has constructed or placed on the Land.
 - i) To provide access by the Licensor to weather data from the weather station during the term of this agreement. The Licensee shall provide a set of keys to the Licensor and instruction to support this access.
4. The Licensor covenants with the Licensee:
- a) that notwithstanding any rule of law to the contrary, title to and ownership of the Installations shall at all times remain vested in the Licensee;
 - b) not to interfere with or permit any interference with the erection, construction, installation, operation, maintenance, inspection or safeguarding of the Installations by the Licensee;
 - c) to use their best efforts to ensure that its successor in title to the Land or any person, firm or corporation now or hereafter holding a charge or encumbrance against the Land is bound by the terms and conditions of this licence; and
 - d) to renew this licence for a further term of 5 years upon written request of the Licensee, provided that the Licensee is not in default hereunder at the time of such request.
 - e) to maintain the weather station site by way of trimming the overgrowth of broom, grasses, etc. when necessary, for the term of this licence.
5. In the event that the Licensee fails to observe or perform any of the covenants, agreements, provisions or conditions contained herein and such failure continues for a period of 60 days following the giving of written notice by the Licensor to the Licensee of

the nature of such failure, the Licensor may cancel this licence and the Licensee shall, upon the written request of the Licensor, forthwith remove the Installation from the Site.

6. All notices required or permitted to be given under this licence shall be in writing and shall be properly given if given by hand or mailed by prepaid registered mail addressed in the case of the Licensee to:

Ministry of Forests and Range
Real Estate Operations
Resource Tenures Branch
1675 Douglas Street, 2nd Floor
P.O. Box 9510, Station Provincial Government
Victoria, British Columbia V8W 9C2
Fax: (250) 387-6445

and in the case of the Licensor to:

Salt Spring Island Fire Protection District
Board of Trustees
105 Lower Ganges Road
Salt Spring Island, British Columbia V8K 2T1
Phone: 250-537-2531
Fax: 250-537-2507

or such other addresses as the parties hereto may from time to time designate in writing.

7. The terms and provisions of this licence shall extend to and be binding upon and enure to the benefit of the parties hereto and their successors and assigns.
8. Time is of the essence in this agreement.
9. In this licence, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine and the body corporate or politic.
10. Either party may, upon *one year's* written notice to the other party, cancel this licence and the rights herein granted, in which case neither party shall be entitled to any compensation, whether for damages or otherwise, in respect of the cancellation of this licence.

IN WITNESS WHEREOF the parties have executed this licence as of the day and year first above written.

SIGNED ON BEHALF OF HER MAJESTY)
THE QUEEN IN RIGHT OF THE)
PROVINCE OF BRITISH COLUMBIA)
by a duly authorized representative of the)
Minister of Forests and Range in the)
presence of:)

Cathy Maxwell)
Officers signature)

Director Ron Adams

Authorized Signatory
Jim Langridge
Director, Resource Tenures Branch
Ministry of Forests and Range

SIGNED, SEALED AND DELIVERED)
by the Licensor in the presence of:)

By its Authorized Signatory(ies)

On behalf of the SSIFPD Board of Trustees

[Signature])
Witness' Signature)

Tom Bremner - Fire Chief
Salt Spring Island Fire Protection District

Ariana George)
Witness' printed Name)

105 Lower Ganges RD)
Address)

Deputy Fire Chief.)
Occupation)

_____)
Occupation)

Attachment (Schedule "A")



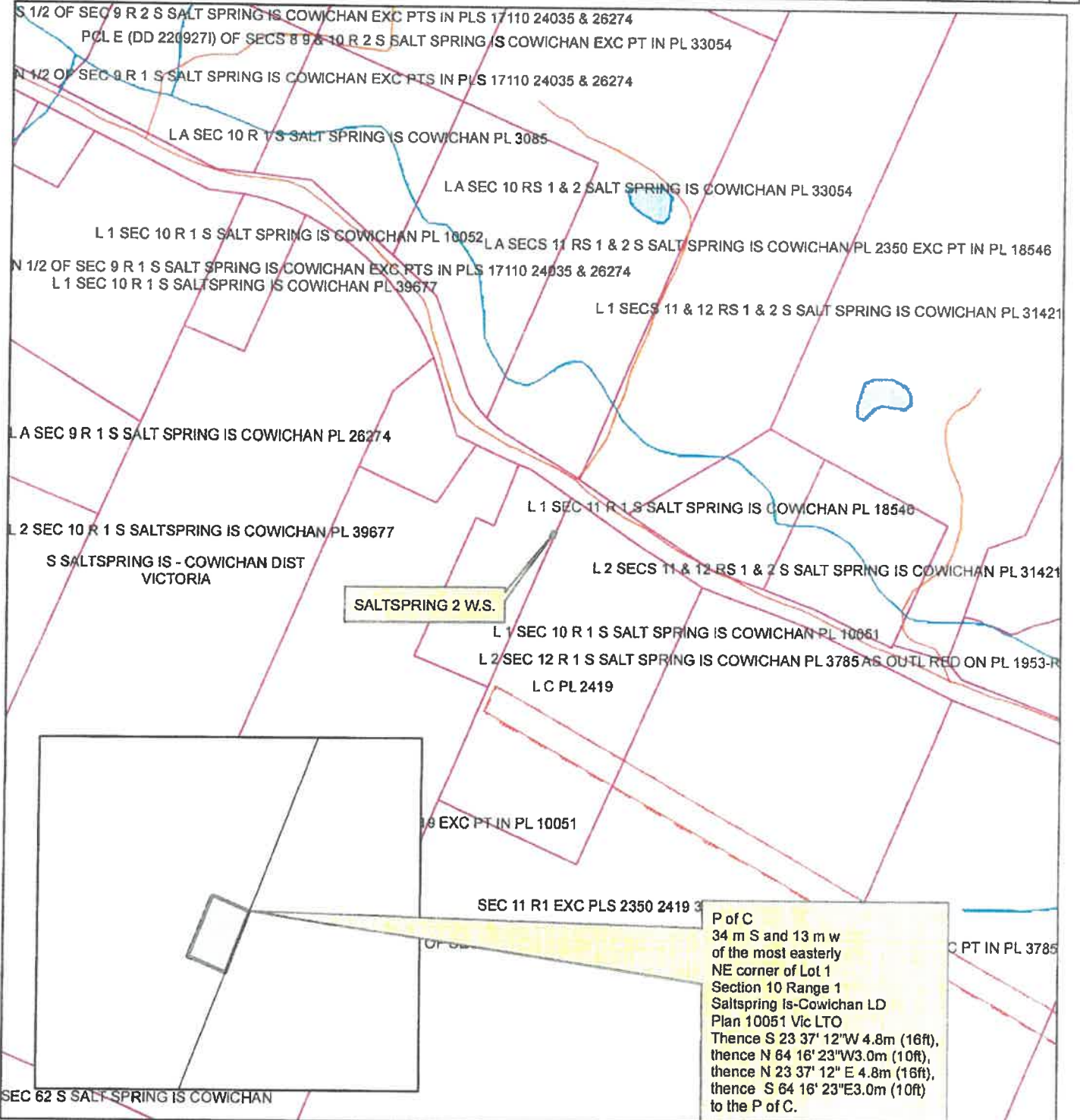
MINISTRY OF FORESTS AND RANGE

EXHIBIT A



MAP OF : RPP10680 SALTSPRING 2 WEATHER STATION

FOREST REGION : RCO	TSA : 38	PROVINCIAL FOREST : NON	MGT UNIT TYPE : TSA
FOREST DISTRICT : DSI	LAND DISTRICT : SALTSPRING IS - COWICHAN	P. F. NAME : N/A	MGT UNIT NO : N/A
ESF SUBMISSION ID : <Enter ID Here>	SCALE : 1:5,000	LAT/LONG : 48 46' 26" N 123 28' 24" W	DRAWN BY : ILMB
BCGS MAPSHEET NO : 092B073	AREA : .0014	NAD/ZONE : 83/10	DATE : JUNE, 2010





MINISTRY OF FORESTS
AND RANGE

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