

LICENCE FOR USE AND OCCUPATION

THIS Licence Agreement dated for reference January 1, 2017

BETWEEN: **CITY OF SALMON ARM**
Box 40
Salmon Arm, B.C., V1E 4N9

(the "City")

AND: **SALMON ARM FISH AND GAME CLUB**
Box 1864
Salmon Arm, B.C., V1E 4P9

(the "Licensee")

WHEREAS:

- A. The City is the owner of the Lands (as hereinafter defined) located at 3200 - 70 Street SE, Salmon Arm, B.C.
- B. The Licensee wishes to obtain a licence from the City to occupy and use a portion of the Lands as shown on the sketch plan attached hereto as Schedule "A" (the "Licenced Area") for the Term (as hereinafter defined) upon and subject to the terms and conditions contained in this Licence Agreement.
- C. The City has agreed to grant to the Licensee a licence to occupy and use the Licenced Area upon and subject to the terms and conditions set out in this Licence Agreement.

NOW THEREFORE THIS LICENCE AGREEMENT WITNESSES that in consideration of the licence fees, covenants, and agreements to be paid, observed, and performed by the Licensee, the City hereby grants the Licensee a non exclusive licence to use and occupy the Licenced Area upon the terms and conditions and subject to the provisions contained in this Licence Agreement.

This Licence Agreement is made upon and subject to the following terms and conditions which each of the City and the Licensee respectively covenants and agrees to observe and perform to the extent that they are expressed to be binding upon it.

1. DEFINITIONS

1.1 The terms defined in this clause 1.1 have the following meanings in this Licence Agreement:

- (a) "**Commencement Date**" means January 1, 2017;
- (b) "**Environmental Contaminants**" means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable materials, explosive materials, radioactive materials, dangerous goods, microwaves, waste, urea formaldehyde, asbestos, noxious substances, compounds known as chlorobiphenyls, special waste, and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or release of which into the environment is prohibited, regulated, controlled, or licensed under Environmental Laws;

- (c) **"Environmental Laws"** means all applicable laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any governmental authority with respect to environmental protection, or regulating, controlling, licensing, or prohibiting Environmental Contaminants;
- (d) **"Fees"** means the Licence Fee and any other amounts payable by the Licensee under this Licence Agreement;
- (e) **"Indemnified Parties"** means the City, and its elected officials, employees, contractors, successors and assigns, and all others for whose conduct the City is responsible in law;
- (f) **"Lands"** means the property located at 3200 - 70 Street SE, Salmon Arm, B.C., legally described as the NW 1/4 Section 4, Township 20, Range 9 W6M, KDYD;
- (g) **"Licence Agreement"** means this Licence Agreement;
- (h) **"Licence Fee"** means the licence fee specified in clause 2.1 of this Licence Agreement;
- (i) **"Person"** or any word or expression descriptive of a person, includes any body corporate and politic, the heirs, executors, administrators, or other legal representatives of such person; and
- (j) **"Term"** means the five (5) year period commencing on the Commencement Date.

1.2 The captions and headings throughout this Licence Agreement are for convenience and reference only and the words and phrases used in the captions and headings shall in no way be held or deemed to define, limit, modify, amplify, or add to the interpretation, construction, or meaning of any section or the scope or intent of this Licence Agreement, nor in any way affect this Licence Agreement.

2. LICENCE FEE

2.1 The Licensee covenants and agrees to pay a Licence Fee the sum of \$5.00 (\$1.00 per year HST/GST exempt) to the City, the payment of which is hereby acknowledged.

3. PAYMENT OF PROPERTY TAXES AND UTILITIES

3.1 Payment of Taxes

Unless otherwise exempted, the Licensee will in each and every year during the Term and any Renewal Term, not later than one business day immediately preceding the due date, pay all taxes, rates, charges, and assessments, including school taxes, local improvement rates, and other charges which now are or shall or may be levied, rated, charged, or assessed against the Licenced Area (the amount in respect of the Licenced Area shall be calculated on a pro rated square footage basis based on the amount levied, rated, charged or assessed on the Lands without any improvements), plus all amounts levied, rated, charged or assessed against any improvements, and all machinery, equipment and other property of any nature whatsoever thereon and therein which is owned by the Licensee (the "Licensee Improvements"), whether such taxes, rates, charges, and assessments are charged by any school, municipal, provincial, or other authority during the Term. The Licensee shall have the right from time to time to appeal any

assessment of the Lands or any other tax, rate, charge, or amount referred to in this clause 3.1, provided that such appeal shall be at the sole cost and expense of the Licensee.

3.2 Payment of Utility Services

The Licensee covenants with the City to pay when due to the providers thereof all charges for gas, electricity, light, heat, power, telephone, cable, water, and other utilities and services used in or supplied to the Licenced Area and the Licensee Improvements from and after the Commencement Date and throughout the Term and any Renewal Term, and the Licensee will indemnify and save the City harmless from and against payment of all costs (including, without limitation, legal costs on a solicitor and his own client basis), charges and expenses occasioned by or arising from any and all such charges.

4. USE OF LICENCED AREA

4.1 Limitations on Use

The Licensee acknowledges and agrees that the use of the Licenced Area is subject to the following limitations:

- (a) the Licenced Area may only be used as a not for profit Fish and Game Club and all associated and related uses;
- (b) any use of the Licenced Area not specifically permitted by this clause shall require the prior written approval of the City, which approval may be withheld in the City's sole and absolute discretion; and
- (c) the Licensee shall not use or occupy, or permit to be used or occupied, the Licenced Area, or any part thereof, for any illegal or unlawful purpose, or in any manner which will result in the cancellation of any insurance.

5. INSURANCE

5.1 Contents Insurance

At all times during the Term and any Renewal Term the Licensee shall, at no cost to the City, insure and keep insured all of the Licensee Improvements on the Licenced Area, with one or more companies entitled to do business in the Province of British Columbia, against loss or damage by fire and other perils now or hereafter from time to time commonly included in a commercial building form of insurance coverage in an amount equal to not less than the replacement cost of the property being insured.

5.2 Commercial General Liability

At all times during the Term and any Renewal Term, the Licensee shall, at its own expense, obtain and maintain with one or more companies duly authorized to carry on business within the Province of British Columbia, commercial general liability insurance against claims for personal injury, death, or property damage or loss, arising out of the use and occupation of the Licenced Area, indemnifying and protecting the City and the Licensee to limits of not less than \$3,000,000.00 per occurrence.

5.3 Proof of Insurance

If requested by the City the Licensee shall forthwith from time to time deliver or cause to be delivered to the City an insurance cover note or certificate(s) of insurance evidencing the insurance coverage required to be obtained and maintained by the Licensee under this Licence Agreement.

6. REPAIRS AND MAINTENANCE

6.1 Licenced Area Accepted "As Is"

The Licensee accepts the Licenced Area "as is" knowing the condition thereof and agreeing that the City has made no representation, warranty, or agreement with respect thereto.

6.2 Maintenance by the City

The City shall, during the Term, and any Renewal Term, at its cost, maintain all exterior landscaping on the Licenced Area.

6.3 Repair by the Licensee

The Licensee shall during the Term and any Renewal Term, at its cost, by itself or by the use of contractors, maintain the Licenced Area (including all landscaping thereon) and all Licensee Improvements (both inside and outside) in good order and repair (reasonable wear and tear excepted) including but not limited to glass, doors, windows, signs, partitions, fixtures and lighting required in the operation thereof, whether or not specified herein. Such maintenance and repairs shall be in all respects to a standard equal in quality of material and workmanship to the original work and material in the Licensee Improvements.

6.4 Repairs by City where Licensee Fails to Repair

If at any time during the Term and any Renewal Term the Licensee fails to maintain the Licensee Improvements, both inside and outside, in the condition required by the provisions of clause 6.3, the City through its agents, employees, contractors, and subcontractors may but shall not be obliged to enter upon the Licenced Area and those parts of the Licensee Improvements required for the purpose of making the repairs required by clause 6.3. The City will make such repairs only after giving the Licensee 30 days' written notice (or such longer period as may be reasonably necessary given the nature or extent of such repairs) of its intention so to do, except in the case of an emergency when no notice to the Licensee is required. Any amounts paid by the City in making such repairs, together with all costs and expenses of the City related thereto, shall be reimbursed to the City by the Licensee on demand.

6.5 At Expiration Deliver Up Licenced Area

At the expiration or other termination of this Licence Agreement, the Licensee shall, except as may be otherwise expressly provided for in this Licence Agreement, surrender and deliver up the Licenced Area in good order and repair, reasonable wear and tear excepted.

7. DAMAGE OR DESTRUCTION

7.1 The partial destruction or damage or complete destruction by fire or other casualty of the Licensee Improvements shall entitle the City to terminate this Licence Agreement and oblige the Licensee to surrender possession of the Licenced Area to the City.

8. IMPROVEMENTS BY CITY

8.1 The City may at any time, and from time to time, construct improvements on or under the Licenced Area. The City covenants and agrees with the Licensee that, subject to clause 9.1, all work undertaken by or for the City once begun shall be carried out diligently to completion.

9. UNAVOIDABLE DELAYS

9.1 If, by reason of strike, lock-out, or other labour dispute, material or labour shortage not within the control of the Licensee or the City, fire or explosion, flood, wind, water, earthquake, act of God, or other similar circumstances beyond the reasonable control of the Licensee or the City and not avoidable by the exercise of reasonable effort or foresight by the Licensee or the City, the Licensee or the City is, in good faith and without default or neglect on its part, prevented or delayed in fulfilling its obligations under the terms of this Licence Agreement, the period of time within which the obligation was to have been fulfilled shall be extended by a period of time equal to that of such delay or prevention; and the responsible party shall not be deemed to be in default if it fulfills its obligations in the manner required by the terms of this Licence Agreement within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the City and the Licensee. If the City and the Licensee cannot agree as to whether or not there is a prevention or delay within the meaning of this section, or they cannot agree as to the length of such prevention or delay, then such matter shall be determined by reference to arbitration. For the purposes of this clause 9.1 the inability of the Licensee to meet its financial obligations under this Licence Agreement or otherwise shall not be a circumstance beyond the reasonable control of the Licensee and not avoidable by the exercise of reasonable effort or foresight by the Licensee.

10. BUILDERS' LIENS

10.1 Licensee to Remove Liens

The Licensee shall, throughout the Term and any Renewal Term, at its own cost and expense, cause any and all builders' liens for labour, services, or materials alleged to have been furnished on behalf of the Licensee with respect to the Licenced Area or the Licensee Improvements, which may be registered against or otherwise affect the Lands, to be paid, satisfied and released within 15 days after the City shall send to the Licensee written notice of any claim for any such lien. However, in the event of a bona fide dispute by the Licensee of the validity or correctness of any claim for any such lien, the Licensee shall be entitled to defend against same in any proceedings brought in respect thereof after first paying into court the amount claimed or sufficient security therefor, and such costs as the court may direct.

10.2 City Not Responsible for Liens and May File Notice

It is agreed that the City shall not be responsible for claims of builders liens filed by persons claiming through the Licensee, or persons for whom the Licensee is in law responsible. The City hereby reserves the right throughout the Term and any Renewal Term to file a notice of interest in the Kamloops Land Title Office against the title to the Lands pursuant to s. 3 of the *Builders Lien Act*, S.B.C. 1997, c. 45, that the City's interest in the Lands is not bound by a lien claimed under such Act in respect of an improvement to the Licenced Area or the Licensee Improvements unless that improvement is undertaken at the express request of the City.

11. INSPECTION AND EXHIBITION BY CITY

11.1 Inspection by City

The City and the Licensee agree that it shall be lawful for a representative of the City, at all reasonable times during the Term and any Renewal Term, to enter the Licenced Area and the Licensee Improvements and to examine their condition. The City shall give the Licensee notice of any repairs or restorations required by clause 6.3 and the Licensee shall, within 30 days after every such notice or such longer period as provided in subclause 16.2(a), repair, restore, and make good in accordance with the notice from the City.

12. OBSERVANCE OF REGULATIONS

12.1 The Licensee covenants with the City that throughout the Term and any Renewal Term the Licensee will comply with all provisions of law including, without limitation, municipal, regional, provincial, and federal legislative enactments concerning, without limitation, all environmental, police, fire, and sanitary regulations, zoning and building bylaws, and any municipal, regional, provincial, federal or other governmental regulations which relate to the maintenance and repair of the Licensee Improvements, or to the operation, occupation, and use of the Licensee Improvements or the Licenced Area, and to the making of any alterations, additions, changes, or improvements to the Licensee Improvements, the Licenced Area, or any part thereof.

13. INDEMNITY

13.1 Breach, Violation, or Non-Performance of Covenants by Licensee

The Licensee shall indemnify and save harmless the Indemnified Parties from any and all manner of actions, causes of action, suits, damages, loss, costs, (including, without limitation, legal costs on a solicitor and his own client basis), builders' liens, claims, and demands of any nature whatsoever relating to and arising during the Term and the Renewal Term out of any breach, violation, or non-performance of any covenant, condition, or agreement in this Licence Agreement to be fulfilled, kept, observed and performed by the Licensee.

13.2 Injury, Damage, or Loss of Property

Notwithstanding the provisions of Article 5, the Licensee shall indemnify and save harmless the Indemnified Parties from any and all manner of actions, causes of action, suits, damages, loss, costs (including, without limitation, legal costs on a solicitor and own his client basis), claims, and demands of any nature whatsoever relating to and arising during the Term and the Renewal Term out of:

- (a) any injury to person or persons, including death resulting at any time there from, occurring in or about the Licenced Area or the Licensee Improvements which relates to or arises out of, directly or indirectly, the use and occupation of the Licenced Area by the Licensee; and
- (b) any damage to or loss of property occasioned by the use and occupation of the Licenced Area by the Licensee;

provided, however, that nothing contained herein shall require the Licensee to indemnify the City against any actions, causes of actions, suits, administrative proceedings, claims, or demands for damages arising out of the willful or negligent acts or omissions of any of the Indemnified Parties.

13.3 Indemnification Survives Termination of Licence Agreement

The obligation of the Licensee to indemnify the Indemnified Parties under the provision of this Licence Agreement with respect to liability by reason of any matter arising prior to the end of the Term or any Renewal Term shall survive any termination of this Licence Agreement.

14. SUBLETTING AND ASSIGNING

14.1 Assignment by Licensee

The Licensee shall not and will not during the Term assign or transfer its interest under this License Agreement without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

14.2 Sublicensing by Licensee

Subject to the provisions of Article 4, the Licensee may sublicense the use of, any portion of the Licenced Area with the consent of the City, such consent not to be unreasonably withheld, provided that any such sublicense must include an express provision that it expires no later than the expiry or earlier termination of this Licence Agreement. The Licensee will deliver to the City copies of all sublicenses when they are executed and delivered.

15. RENEWAL OF LICENCE AGREEMENT

15.1 Renewal

If the Licensee is not then in default under this Licence Agreement the City will, at the expiration of the Term, consider a written request from the Licensee, delivered to the City in the manner provided in this License Agreement not later than 365 days prior to the expiration of the Term, to grant the Licensee a renewal of this License Agreement for a further term of five (5) years (the "Renewal Term") from the expiration of the Term, upon such covenants, agreements, conditions, and provisos as may be agreed to

by the City and the Licensee at that time. However, the City is not obligated to renew this Licence Agreement.

15.2 Renewal Term

If the City and the Licensee have not mutually agreed on a renewal of this Licence Agreement three months prior to the expiry of the Term, the Licensee shall be deemed to have withdrawn its request to renew this Licence Agreement and this Licence Agreement shall not be renewed.

15.3 Request for Renewal Sole Responsibility of Licensee

The request for a renewal is solely within the control of the Licensee, and nothing contained in this License Agreement obligates or requires the City to remind the Licensee request a renewal.

16. DEFAULT BY LICENSEE

16.1 Re-entry as a Result of Failure to Pay

The City and the Licensee agree that if the Licensee defaults in payment of Fees or any other sums required to be paid by any provision of this Licence Agreement, or fails to use the Licenced Area for the purpose permitted under clause 4.1(a) for a period of 60 days in any year during the Term or any Renewal Term, and such default continues for a period of 30 days after written notice of such default has been given by the City to the Licensee, then the City or the City's agents or employees authorized by the City may immediately or at any time thereafter re-enter the Licenced Area and the Licensee Improvements without being liable to any prosecution or damages therefor and may repossess and enjoy the Licenced Area and all improvements thereon, except Licensee Improvements which were paid for and are owned by the Licensee and which are not fixtures attached to the Licenced Area, without such re-entry and repossession constituting a forfeiture or waiver of the Fees paid or to be paid to the City, all of which Fees may be retained by the City as liquidated damages and not as a penalty and without forfeiture or waiver of the covenants to be performed by the Licensee up to the date of such re-entry and repossession.

16.2 Forfeiture on Certain Other Defaults by Licensee

The City and the Licensee agree that if:

- (a) the Licensee defaults in performing or observing any of its covenants or obligations under this Licence Agreement (other than those referred to in clause 16.1) and the City has given the Licensee notice of such default and at the expiration of 30 days after the giving of such notice the default continues to exist or, in the case of a default which cannot with due diligence be cured within the period of 30 days aforesaid, the Licensee fails to proceed promptly after the giving of such notice to cure such default; and
- (b) the City desires to re-enter the Licenced Area and to repossess and enjoy the Licenced Area and all fixtures and improvements thereon (except Licensee Improvements which were paid for and are owned by the Licensee and which are not fixtures attached to the Licenced Area);

the City or the City's agents or employees shall be authorized to re-enter the Licenced Area without being liable to any prosecution or damages therefor, and repossess and enjoy the Licenced Area and all

fixtures and improvements (except for Licensee Improvements which were paid for and are owned by the Licensee and which are not fixtures attached to the Licenced Area) without such re-entry and repossession constituting a forfeiture or waiver of the Fees and other money paid or to be paid to the City, all of which Fees may be retained by the City as liquidated damages and not as a penalty and without forfeiture or waiver of the covenants to be performed by the Licensee up to the date of such re-entry and repossession.

The City shall not be responsible for any loss to any such person interested which may arise by reason of any such re-entry unless the same occurs by reason of the wilful neglect or negligence of the City.

16.3 Rights to Cure

The City and the Licensee agree that if the Licensee defaults in performing or observing any of its covenants or obligations under this Licence Agreement (other than those referred to in clause 16.1) and the City has given the Licensee notice of such default, and at the expiration of 30 days after the giving of such notice the default continues to exist or, in the case of a default which cannot with due diligence be cured within the period of 30 days aforesaid, the Licensee fails to proceed promptly after the giving of such notice to cure such default, the City, or its duly authorized agents shall have the right and licence, at any time, and from time to time, without any liability for trespass or otherwise, to enter upon the Licenced Area and the Licensee Improvements to cure the default of the Licensee, and any costs so incurred by the City in curing such default, plus a 10% administration fee, shall be payable by the Licensee to the City under this Licence Agreement as additional Fees.

16.4 Remedies of City are Cumulative

The remedies of the City specified in this Licence Agreement are cumulative and are in addition to any remedies of the City at law or equity. No remedy shall be deemed to be exclusive, and the City may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity. In addition to any other remedies provided in this Licence Agreement, the City shall be entitled to restrain by injunction any violation or attempted or threatened violation by the Licensee of any of the covenants or agreements under this Licence Agreement.

16.5 Waiver by City

The failure of the City to insist upon the strict performance of any covenant or agreement of this Licence Agreement shall not waive such covenant or agreement, and the waiver by the City of any breach of any covenant or agreement of this Licence Agreement shall not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the City of Fees or other moneys due hereunder with knowledge of any breach of any covenant or agreement by the Licensee shall not waive such breach. No waiver by the City shall be effective unless made in writing.

17. COVENANTS OF CITY

17.1 Covenant Respecting Authority to Licence

The City covenants with the Licensee that the City now has in itself good right, full power, and authority to enter into this Licence Agreement with the Licensee in the manner and according to the true intent of this Licence Agreement.

17.2 Covenant Respecting Termination

The City covenants with the Licensee that the City will not terminate, or purport to terminate, this Licence Agreement for any reason other than as set out in Article 16 of this Licence Agreement.

18. CONDUCT ON LICENCED AREA

18.1 The Licensee covenants and agrees with the City that it will not carry on nor do, nor allow to be carried on or done upon the Licenced Area any activity which may be a nuisance or which is contrary to clause 4.1 above, or to any law or to any bylaw or to any regulation or any enactment in force at the time in question.

19. SURRENDER OF LICENCE

19.1 At the expiration or sooner determination of the Term, or the Renewal Term if the Licensee exercises its right of renewal under this Licence Agreement, the Licensee shall surrender the Licenced Area to the City in the condition in which it was required to be kept by the Licensee under the provisions of this Licence Agreement. The Licensee shall not be entitled to any compensation from the City for surrendering and yielding up the Licenced Area.

20. USE AND OWNERSHIP OF LICENSEE'S FIXTURES

20.1 Covenant for Use

If the Licensee pays the Fees hereby reserved and the other charges, and performs the covenants hereinbefore on the Licensee's part contained, the Licensee shall and may use and possess the Licenced Area for the Term and, if applicable, the Renewal Term, without any interruption or disturbance whatsoever from any other person, firm, or corporation lawfully claiming from or under the City, provided however that nothing in this clause 20.1 shall limit the rights of access reserved by the City under clause 6.4 and the rights of inspection conferred upon the City by clause 11.1.

20.2 Ownership of Licensee's Trade Fixtures

The Licensee will have the right of property in, and the right to remove Licensee Improvements which were paid for and belong to the Licensee and which are not fixtures attached to the Licenced Area. The Licensee shall make good any damage to the Licenced Area caused by any removal of any such Licensee Improvements. If any such Licensee Improvements are not removed upon the termination of this Licence Agreement, the Licensee agrees to remove them at its cost, if requested to do so by the City, within 15 days of the termination of this Licence Agreement. If the Licensee does not remove any of its Licensee Improvements within 15 days of the termination of this Licence Agreement and the City does not request that the Licensee remove any such Licensee Improvements, then the Licensee Improvements in question shall become the absolute property of the City free of all encumbrances.

21. NOTICE

21.1 All notices, demands, and requests which may be or are required to be given pursuant to this Licence Agreement shall be in writing and shall be sufficiently given if served personally upon the party or an executive officer of the party for whom it is intended or sent by facsimile to the parties at the addresses set out below, or such other addresses as the parties may from time to time advise by notice in writing. The date of receipt of any such notice, demand, or request shall be deemed to be the date of delivery if such notice, demand, or request is served personally or if sent by facsimile

To the City: Box 40
Salmon Arm, B.C., V1E 4N9
Fax No. (250) 833-4042

To the Licensee: Box 1864
Salmon Arm BC V1E 4P9

22. ENVIRONMENTAL

22.1 Inspection of Lands by Licensee

The Licensee acknowledges and agrees that it has had the opportunity to inspect the Lands, and the soils under the Lands, and the Licensee further acknowledges and agrees that the City has not made any representations or warranties relating to the condition of the Lands, or to the condition of the soils under the Lands.

22.2 Compliance with Laws

The Licensee covenants and agrees that it will, at its sole expense, comply with the applicable requirements of all municipal, provincial, federal and other governmental authorities now in force or which may hereafter be in force, including without limitation, all Environmental Laws pertaining to the storage, use, possession, control, removal, transportation, disposal, release and remediation of Environmental Contaminants, and all other laws and regulations pertaining to the Licensee's occupancy or use of the Licenced Area, and will observe in any occupancy and use of the Licenced Area all municipal bylaws and provincial and federal statutes and regulations now in force or which may hereafter be in force, and will comply with all regulations made by fire insurance underwriters. The provisions of this clause 22.2 will survive the expiration or earlier termination of this Licence Agreement.

22.3 Environmental Indemnity

The Licensee agrees, at its sole cost and expense, to indemnify, protect, hold harmless and defend the City from and against all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, administrative proceedings, costs, disbursements and expenses (including, without limitation, fees, disbursements and costs of lawyers, environmental consultants and experts) (all of which are hereinafter collectively referred to as "Losses") which may at any time be imposed upon, incurred or suffered by or asserted or awarded against the City relating to or arising from any Environmental Contaminants which originated on or from the Licenced Area as a result of the Licensee's use and operation of the Licenced Area and the Licensee Improvements. However, the Licensee shall have no liability to the City under this clause where the Losses were not directly or indirectly caused by, or did not directly or indirectly arise from, the Licensee's use and occupation of the Licenced Area and the Licensee Improvements. The indemnity obligations of the Licensee under this clause 22.3 will survive any termination of this Licence Agreement.

22.4 Remediation by City

In addition to any other remedies the City may have, the City may (but is not obliged to), at its sole option, enter on the Licenced Area and the Licensee Improvements and take such action or incur such costs and expenses as it may deem necessary to confirm and ensure compliance with any Environmental Laws or any notice or order issued under any Environmental Laws, and the reasonable expense and cost of taking such action including, without limitation, the expense and cost of inspection, sampling and analysis, the expense and cost of retaining any engineer or environmental consultant, or other professional to assist in the action, any government fees or license costs, and any legal fees or costs (on a solicitor and his own client basis), will be payable by the Licensee to the City if it is established that the remedial action, costs or expenses are directly or indirectly caused by, or arise from, the Licensee's use and occupation of the Licenced Area and the Licensee Improvements. The Licensee will allow the City and its representative access on, under or about the Licenced Area and the Licensee Improvements as is necessary to undertake any inspection or remedial action. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Laws shall constitute a waiver of any of the Licensee's obligations under this Licence Agreement.

22.5 Notice

The Licensee will promptly notify the City, and will provide all related information the City may reasonably request including, without limitation, the Licensee's intended response, upon the Licensee becoming aware of the presence of any Environmental Contaminants on or under the Licenced Area and the Licensee Improvements.

23. GENERAL PROVISIONS

23.1 Time is of the Essence

Time shall be of the essence of this Licence Agreement.

23.2 No Modification

This Licence Agreement may not be modified or amended except by a document in writing executed by the City and the Licensee.

23.3 Not Registrable

The Licensee acknowledges and agrees that this Licence Agreement is not registrable and that this Licence Agreement does not create an interest in the Lands.

23.4 Enurement

It is agreed that this Licence Agreement shall extend to, be binding upon, and enure to the benefit of the City and the Licensee and the successors and assigns of the City and the successors of the Licensee.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals.

THE CORPORATE SEAL OF THE CITY OF SALMON ARM was hereunto affixed in the presence of its duly authorized signatories:

Nancy Cooper, Mayor

Erin Jackson, Corporate Officer

SIGNED, SEALED AND DELIVERED on behalf of the SALMON ARM FISH AND GAME CLUB by duly authorized representatives in the presence of:

 Peterson
Witness
 THERESA PETERSON

 [Signature]
President

 [Signature]
Secretary

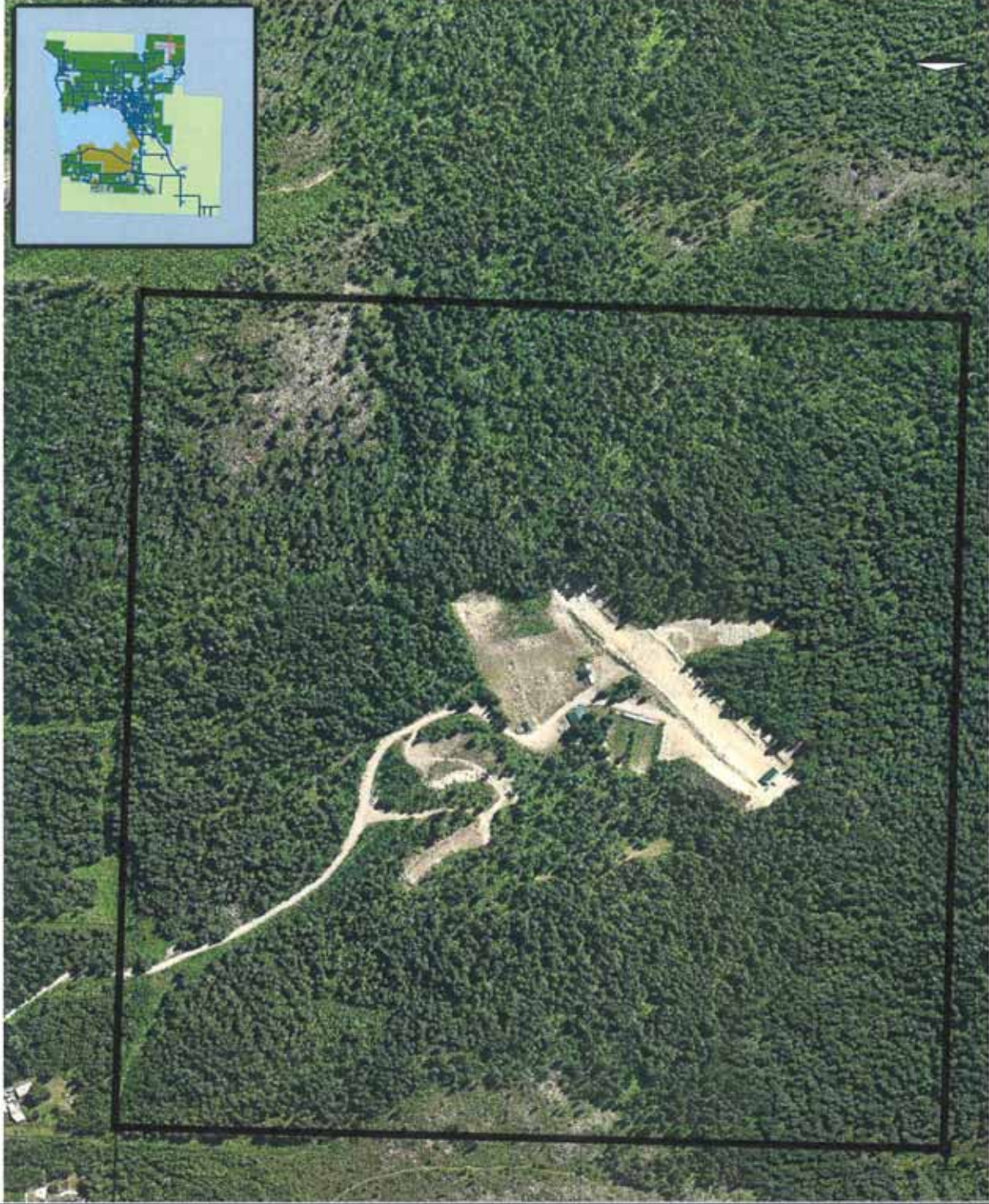
SCHEDULE "A"

Sketch Plan



0 411.57m
Copyright © 2011 City of Salmon Arm

My Map



Legend

A Street Text

Parcels

- Orthos 2016 10cm
- Orthos 2016 30cm
- Orthos 2010 10cm
- Orthos 2010 30cm

CIVIC ADDRESS
3200 - 70 ST.S.E.
SALMON ARM, B.C.

LEGAL ADDRESSES
160 ACRES.
NW 1/4 SECTION 4,
TOWNSHIP 20,
RANGE 9 W6M
K0Y0.

AREA =
1/2 MILE X
1/2 MILE.

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