

LICENCE OF OCCUPATION

*This form is completed by Forest Land Acquisitions, Forest Tenures Branch
upon receipt of a letter from applicant requesting permission to co-use the below-mentioned installation.*

THIS AGREEMENT made the _____ day of _____, year of _____.

BETWEEN: HER MAJESTY THE QUEEN in right of the
Province of British Columbia as represented by
the Minister of Natural Resource Operations (hereinafter referred to as the "Licensor")
c/o Forest Land Acquisitions, Forest Tenures Branch,
Ministry of Forests, Lands and Natural Resource Operations. OF THE FIRST PART

AND: _____ (hereinafter referred to as the "Licensee")

OF THE SECOND PART

WHEREAS the Licensor is the owner or lessee and is vested with administration
and control of certain lands more particularly known and described as (hereinafter referred to as the "Lands")

AND WHEREAS the Licensor operates certain radio communication facilities
on premises on the Lands (hereinafter referred to as the "premises")

AND WHEREAS the Licensee wishes to enter upon the said premises of installing, operating and maintaining the communications equipment hereinafter described;

NOW THIS AGREEMENT WITNESSETH that in consideration of the foregoing and the mutual covenants and conditions herein contained, the parties hereto
agree as follows:

1. The Licensor hereby grants to the licensee a licence to enter upon the said premises for the purposes of installing, operating and maintaining the following equipment:
2. The licence hereby granted shall be for a period of _____ year(s) commencing on the _____ day of _____, year of _____, and ending on the _____ day of _____, year of _____, and the Licensee shall pay to the Licensor the sum of \$ _____ per year, payable annually in advance of _____.
3. The Licensee covenants and agrees to indemnify and save harmless the Licensor from any and all claims, demands, actions, and damages arising out of or arising from or out of any act or omission on the part of the Licensee or its employees, contractors or agents in the exercise or purported exercise of the rights conferred by this licence.
4. The Licensee shall observe all and singular the provisions of the land laws for the time being of the Province.
5. That it be lawful for the Licensor or for any person authorized by Her at all reasonable times to enter upon the premises to ensure that the provisions herein are being fully complied with by the Licensee.
6. That this licence is granted and accepted subject to prior rights existing in favor of third parties, and the Licensee hereby agrees to take whatever actions are necessary, at his own expense, to ensure to the mutual satisfaction of all concerned third parties that any or all radio, television or ancillary equipment installed and operated by the Licensee on the said area either now or in the future, shall not cause harmful interference to the operation of any facilities in existence at the time the said equipment is installed. Should all attempts to eliminate such interference fail, the Licensee shall terminate operation of the offending equipment.
7. That, in the event of other persons, government ministries, Crown agencies or corporations finding it necessary to establish radio and television communication facilities or facilities of a like nature within the confines of the said premises, the Minister or his duly authorized representative hereby reserves the right to grant to such persons, government ministries, Crown agencies or corporations, the right to use a portion or portions of the said area for such purposes if, in the Minister's or his duly authorized representative's discretion, it is considered to be in the public interest.
8. The Licensee shall provide, install and maintain such voltage regulating equipment as may be required to ensure proper regulation of electrical voltage to its own radio equipment, said voltage regulating equipment to be compatible at all times with the existing electrical power distribution to the said premises.
9. The Licensee shall not construct or install structures or equipment other than as specifically provided in this agreement, nor make any changes to existing structures, equipment or radio frequencies without the prior consent in writing of the Minister or his duly authorized representative.
10. The Licensee shall maintain the premises in a tidy and sanitary condition at his own expense.
11. The Licensor shall not be liable for damages caused by vandalism or for other interference by third parties to the Licensee's installations.
12. It is agreed that this licence may be terminated by either party giving one to the other sixty (60) days written notice of such termination.
13. The Licensee shall not assign or transfer the rights and privileges granted hereunder without the prior written consent of the Minister or his duly authorized representative.
14. This licence is granted and accepted on the understanding that the Licensor shall NOT be responsible for the supply of any services to the Licensee, and in the event such services are made available to the Licensee, the Licensor does not guarantee that such services will be continued.

Whenever the singular or masculine is used in this licence, the same shall be deemed to include the plural of the feminine, or the body politic or corporate, also the heirs, executors, administrators, successors assigns of the parties hereto and each of them (where the context or the parties so require).

IN WITNESS WHEREOF of the parties to these precence have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED, and DELIVERED by
the Licensor in the presence of:

SIGNED, SEALED, and DELIVERED by
the Licensee in the presence of:

Senior Advisor, Forest Land Acquisitions, Forest Tenures Branch,
Ministry of Forests, Lands and Natural Resource Operations