

LICENSE AGREEMENT
WITH NON-GOVERNMENT PARTIES (Private/Municipalities)

ATTACHMENT 1

Station Code: BCV25

BETWEEN

Municipality of North Cowichan, BC

(Hereinafter referred to as the "Licensor")

OF THE FIRST PART

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA

represented herein by the Minister of Natural Resources Canada

(Hereinafter referred to as the "Licensee")

OF THE SECOND PART

WHEREAS the Licensee has made application to the Licensor for permission to install and operate equipment on the Licensor's property as described in Appendix A;

AND WHEREAS the Licensor has consented to grant the application of the Licensee subject to such terms and conditions as are hereinafter contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants, terms and conditions hereinafter reserved and contained, the parties agree to the covenants that follow:

1. The Licensor covenants and agrees:

- a.) the Licensor holds legal title to the Property herein described or has ostensible authority to act in that capacity for the purposes of entering into this License Agreement;
- b.) to hereby grant leave and license to the Licensee as described in *APPENDIX B - EQUIPMENT ON SITE* for: GNSS (GPS) Seismic Station Geomagnetic Station Other Geophysical Station
- c.) that subject to the availability thereof from his/her own source of supply, to supply the Licensee with any electrical power that may be required for the operation of the said equipment during the currency of this Agreement, and for that purpose to permit the Licensee to connect the same to his/her electrical system at such point as is most convenient to the Licensee;
 Applicable **Non applicable**
- d.) that the Licensee shall peaceably hold and enjoy the rights hereby granted without hindrance, molestation or interruption on the part of the Licensor or of any person, firm or corporation claiming by, through or under the Licensor;
- e.) grant to the Licensee a renewal of this Agreement for another year term, upon request of the Licensee at least 3 months prior of the last year of the term;
 Applicable **Non applicable**
- f.) to allow the Licensee to access the equipment for maintenance and repair by providing reasonable notice; and,
- g.) any costs associated with this access shall be borne by the Licensee or by that person, firm or corporation acting on the Licensee's behalf.

2. The Licensee covenants and agrees:
- a.) to pay the Licensor in consideration of the rights hereby granted the one-time lump sum payment of \$ _____ **(inclusive of all applicable taxes)**; Applicable Non Applicable
 - b.) to use the rights hereby granted for the purposes set forth herein and for no other purpose;
 - c.) to construct, install and operate the equipment at the Licensee's own expense, in a good and workmanlike manner, and so as to cause no unnecessary disturbance or damage to the property of the Licensor;
 - d.) that upon the termination of this Agreement or within a reasonable time thereafter the Licensee shall, at the Licensee's sole expense, remove any improvements and equipment and restore the property affected as nearly as is reasonably possible to the same condition in which it was at the commencement of this Agreement; and,
 - e.) to assume all risk of loss, damages or injury to the Licensee's servants, employees, agents and property, except where such loss or damage is due to the negligence of the Licensor.
3. Upon completion of the terms and conditions of this Agreement the Licensee will pay the Licensor the sum of \$30.00 **(inclusive of all applicable taxes)**, annually by a cheque made payable to the Licensor and dated November 1st of each year of the Agreement.
4. This Agreement shall be effective on the Nov 1, 2023 and shall expire on the Oct 31, 2053 Either party may, by giving the other party three (3) months written notice, terminate this Agreement.
5. Any notice which is required to be given under the terms of this License shall be effectively given by one party to the other, as described in Appendix C.
6. This Agreement may be validly executed in counterpart and via facsimile or transmitted electronically by Portable Document Format (PDF). Facsimile or PDF copies shall have the same effect for all purposes as an ink-signed original.
7. No member of the House of Commons or the Senate shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
8. Nothing in this Agreement creates the relationship of principal and agent, employer and employee, partnership or joint venture between the parties.
9. The Licensee shall indemnify and save harmless the Licensor, its employees and agents from and against all claims, demands, losses, costs including lawyer's fees, damages, actions, suits or proceedings, that are in any manner based upon, arising out of, or attributable to personal injury and property damage caused by the willful or negligent act or omission of the Licensee or its employees and agents arising directly or which are attributable to the exercise by the Licensee of the privileges herein granted.
10. The Licensee shall not bear any obligations for any prior or future environmental contaminations, damages or pollution arising out of or involving any Hazardous Substance brought onto the Lands by the Licensor, his agents or other third parties unrelated to the Licensee.
11. The Licensee, at their expense and sole discretion, may undertake an Environment Effect Evaluation (EEE) prior to the installation of equipment.
12. This Agreement shall be interpreted in accordance with the applicable Federal laws and the laws in force in the Province of _____ BC

IN WITNESS WHEREOF these presents have been duly signed and sealed by the Licensor and by the duly authorized representative of the Deputy Minister of Natural Resources Canada on behalf of the Minister of Natural Resources Canada representing the Licensee, the King in Right of Canada.

SIGNED

by the Licensor,
in the presence of

Witness

Licensor

Dated _____

SIGNED

on behalf of His
Majesty, the King
in the presence of

Witness

DEPARTMENT OF NATURAL
RESOURCES CANADA

Licensee

Dated _____

Notes / Details:

Other contact:
Jeremy Konjolka
Manager, Buildings
7030 Trans-Canada Highway
Duncan, BC
V9L 6A1
Cell: 250-252-7037
Desk: 250-746-3181
Email: Jeremy.konjolka@northcowichan.ca

APPENDIX A - SITE INFORMATION AND SITE PLAN

Region: Pacific

Address:
Municipality of North Cowichan
7030 Trans-Canada Highway
Duncan, BC
V9L 6A1

Legal Land Description:

GPS Coordinates 48.8245 °N; -123.7194 °W.

Approximate Land Footprint: m² or (ha)

Approximate Building Footprint: 1 m²

APPENDIX B - EQUIPMENT ON SITE

General Installation :

- Strong motion accelerograph
- Power and communications manager unit
- Cables for power and communications
- Batteries
- GPS antenna
- Cell modem antenna where applicable

APPENDIX C - CONTACTS

Notice to be delivered to either Party by acceptable means being:

- (1) delivery by hand during normal business hours to the person responsible for receiving communications, in which case it is effective when delivered;
- (2) delivery by courier or registered mail, in which case it is effective when the delivery person obtains a signature accepting delivery; or
- (3) electronic transmission to the Party's office, in which case it is effective when receipt is electronically acknowledged.

All notices or other communications required by the Agreement shall be delivered or sent by an acceptable means to the Licensor and Licensee below:

SEISMIC / GNSS (GPS)

Lorne McKee

Canadian Hazards Information Service, Natural Resources Canada

2617 Anderson Road,

Ottawa, Ontario K1A 0Y3

Lorne.McKee@NRCan-RNCan.gc.ca

TEL: (613) 612-1087

LICENSOR

Name: Municipality of North Cowichan, BC

Complete address:

Attention: Shawn Cator

7030 Trans-Canada Highway

Duncan, BC

V9L 6A1

Email: shawn.cator@northcowichan.ca

Tel.: 250.746.3146

Fax: 250.746.3139

LICENSEE

Name: Lisa Nykolaishen

Complete address:

National Field Operations Coordinator
Canadian Hazards Information Service
9860 West Saanich Road
Sidney, British Columbia
V8L 4B2

Email: Lisa.Nykolaishen@nrca-nrcan.gc.ca

Tel.: 250-363-8808

Fax: Cell : 250-380-8852

LICENSEE

Name:

Complete address:

Email:

Tel.:

Fax: