

## HANGAR LICENSE

### AIRCRAFT HANGAR AT THE SOUTH CARIBOO REGIONAL AIRPORT

THIS LICENSE dated for reference \_\_\_\_\_, 20\_\_ which date is hereinafter referred to as (the "Reference Date")

BETWEEN:

The **CARIBOO REGIONAL DISTRICT**, having an office at Suite D, 180 North Third Avenue, Williams Lake BC V2G 2A4 (the "Licensor")

AND:

**MARKUS SPRINGMANN**  
having an address at

(the "Licensee")

GIVEN THAT:

- A. The Licensor is the registered owner in fee simple of those lands comprising part of the South Cariboo Regional Airport ("Airport") in 108 Mile Ranch, British Columbia legally described as:

Civic Address: 4807 Telqua Drive, 108 Mile Ranch, BC  
Plan: 33858; District Lot: 3552; Land District: 27  
("Lands");

- B. The Licensee wishes to construct an aircraft hangar on the Airport.

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Agreement (the receipt and sufficiency of which are acknowledged by the parties), the parties agree as follows:

#### 1. LICENSE OF PART OF LANDS

- 1.1 The Licensor and the Licensee hereby agree that Licensor grants a license (the "License") to the Licensee, its servants, agents, employees and invitees, for the use of the Licensee during the Term (as hereinafter defined), of the Licensed Lands, on the terms and conditions and for the purposes set out in this License. This License will

## AIRPORT LICENSE

accommodate construction of an aircraft shelter, the construction of which must be completed within one year of the Reference Date.

- 1.2 As security for the due performance of the covenants and promises contained in sections 1.1, 7.1(d) and 7.1(l) of the License, the Licensee will, upon execution of this License, deliver to the Licensor an unconditional and irrevocable Letter of Credit in the amount of ten thousand dollars (\$10,000) with a term of not less than one (1) year and (3) three months from the Reference Date and in a form and from a financial institution acceptable to the Licensor. The Letter of Credit shall become forfeited to the Licensor in the event that the Licensee fails to complete the construction of the aircraft shelter in accordance with the terms of this License or the Licensee files a voluntary petition of bankruptcy, or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, liquidation, dissolution or similar relief under any enactment respecting bankruptcy, insolvency or other relief for debtors. If the Letter of Credit becomes forfeited to the Licensor in accordance with this section 1.2, then the Licensor may cash the Letter of Credit to secure completion of the construction of the aircraft shelter and any payment obligations of the Licensee in respect thereof that remain unpaid, including the discharge of any builders' liens, and such monies shall be applied by the Licensor to complete all or a portion of the aircraft shelter and to satisfy the Licensee's warranties in respect of the same. Any unused balance of the proceeds from the Letter of Credit will be paid to the Licensee or, if applicable, its receiver or trustee in bankruptcy. If the proceeds from the letter of credit are not sufficient to pay all costs and expenses incurred by the Licensor in completing the construction of the aircraft shelter, or any portion thereof, or in satisfying any builder's liens or any outstanding financial obligations of the Licensee in respect of the construction of the aircraft shelter, then the Licensee will forthwith pay to the Licensor the difference upon receipt from the Licensor of invoices therefore. If the Licensor is of the opinion that the aircraft shelter has been adequately completed in compliance with the terms of this License then the Licensor will issue a release of the security deposit to the Licensee.

## **2. LICENSE FEE**

- 2.1 The Licensee shall pay the Licensor the annual license fee (the "License Fee") of \$2,003 plus goods and services tax, payable on the first day of the fifth month of the Term, or the date of the approved final inspection by the Cariboo Regional District, whichever is the sooner. Subsequent payments shall be due on the anniversary date of the first payment in each subsequent year of the Term.

## AIRPORT LICENSE

### 3. TERM

- 3.1 The term (herein referred to as the “Term”) of this License and the rights granted by it shall be for a maximum period of ten (10) years beginning on the Reference Date and terminating ten (10) years after the Reference Date subject to the provisions of Section 1.1 and subject to earlier termination pursuant to the terms of this License.

### 4. RIGHT OF RENEWAL

- 4.1 If the Licensee pays its License Fee and duly and punctually observes or performs all of its obligations under the License, then the Licensor will at the expiration of the Term, upon the written request of the Licensee delivered to the Licensor not later than six months prior to the expiration of the Term, grant to the Licensee three (3) further renewal licenses for a term of ten (10) years on the same terms, covenants and agreements contained in this License, except that there will be no right of renewal beyond the third renewal and except for the license fee which will be the then fair market license fee for the Licensed Lands being a license fee which would be paid therefor as between persons dealing in good faith and at arm’s length, based on premises of a similar size, quality and location at the time of renewal, or at such other license fee as may be agreed to between the parties, but in any event not less than the license fee payable by the Licensee during the immediately preceding term, and if the Licensee and the Licensor have not agreed on the amount of such license fee by the commencement of the renewal term such license fee will be decided by a single arbitrator appointed under the *Commercial Arbitration Act*, as such legislation may be amended or substituted from time to time, whose decision will be final and binding upon the Licensor and the Licensee, the cost of such arbitration to be borne by the Licensor and the Licensee equally.

### 5. INTEREST ON OVERDUE AMOUNTS

- 5.1 Without waiving any other rights of the Licensor, in the event of default by the Licensee in the payment of the License Fee (including for clarity any additional amounts payable by the Licensee to the Licensor hereunder), the Licensee shall pay interest on all such outstanding amounts at the rate of 12% per annum compounded monthly, retroactive from the date any such amount is due, and payable until paid.

### 6. ACCESS

- 6.1 The Licensor hereby grants to the Licensee a right of access over Airport roadways to the Licensed Lands, for so long as the License is in existence and the Licensee is not in default under the License, to use in common with the Licensor and other persons to whom the Licensor may grant access. The Licensee agrees that the Licensor may

## AIRPORT LICENSE

establish written rules, regulations, orders and directives (the “Rules and Regulations”) and may amend same from time to time. The Licensee further agrees that it shall use its access over Airport roadways in conformity with all Rules and Regulations and shall not unreasonably disturb the health, safety, peace or enjoyment of the Licensor, or other persons to whom the Licensor may grant access, in its use of the roadways. The Licensor hereby reserves the right from time to time to reasonably and temporarily restrict access by the Licensee for the purposes of constructing or maintaining the roadways or any works or services above, on or under the roadways.

- 6.2 The Licensor agrees to ensure that snow is removed from the front of the Improvements (as hereinafter defined) whenever the accumulation of snow interferes with the passage of aircraft from the apron of the nearest runway to the Improvements and vice versa.

## 7. LICENSEE'S COVENANTS

- 7.1 The Licensee covenants and agrees with the Licensor as follows:

- (a) to pay the License Fee (including for clarity any additional amounts payable by the Licensee to the Licensor hereunder) as and when due, without any abatement, set off or deduction whatsoever;
- (b) not to undertake any activities upon the Licensed Lands which would in any way trigger the possibility of reverter registered on title to the Lands;
- (c) use the Licensed Lands only for the sole purposes of constructing, operating and maintaining an aircraft shelter to protect aircraft from damage due to weather and for related aviation purposes, and for no other purposes such as, but not limited to parking or storing vehicles, trailers and other equipment;
- (d) the construction of the aircraft shelter shall be completed within one (1) year of the execution of this agreement and shall comply with all applicable local, provincial and federal laws;
- (e) not to make or erect in, on or to the Licensed Lands any improvements, extensions, installations, alterations or additions to the Lands (collectively, "Improvements"), without providing the Licensor with plans showing the design and nature of the construction of such improvements and their proposed location (in detail to the satisfaction of the Licensor) and obtaining the Licensor's prior written consent;
- (f) not to make or erect in, or on the Licensed Lands any Improvement exceeding

## AIRPORT LICENSE

964 metres geodetic elevation and to verify the final geodetic elevation of any Improvement upon construction completion;

- (g) not to commit, suffer or permit any waste, spoil, destruction, damage or injury to the Lands;
- (h) not to cause, maintain or permit anything that may be or become a nuisance or annoyance on the Licensed Lands to the owners or occupiers of adjoining lands or to the public, including by the accumulation of rubbish, or unused personal property of any kind;
- (i) to pay as and when due all costs and expenses of any kind whatsoever associated with and payable in respect of the Licensed Lands from time to time, including without limitation, permit and license fees, repair and maintenance costs, telephone, property taxes, electrical, gas, water, sewage disposal and other utility charges and payments for work and materials.
- (j) to repair and maintain the Licensed Lands, including all paved and landscaped areas and all Improvements, in a safe, clean and sanitary condition and not to allow any refuse, debris, garbage, contaminants, or other loose or objectionable material to accumulate or be deposited on the Licensed Lands but rather to dispose of the same regularly and continuously in order to maintain the Licensed Lands in a condition befitting lands used for similar purposes, and to take all reasonable measures to ensure that any substance discharged, spilled, emitted, released or permitted to escape, seep or leak into any ditches, culverts, drains or sewers on or adjacent to the Lands does not contain any contaminants;
- (k) to carry on and conduct its activities in, on and from the Licensed Lands in compliance with any and all statutes, bylaws, regulations and orders, including without limitation any environmental laws of any government authority having jurisdiction, and not to do or omit to do anything upon or from the Licensed Lands in contravention thereof;
- (l) to abide by and comply with all Rules and Regulations of which it has been given written notice or are implied or contained within this License agreement or are of a nature that ought to be considered reasonable by a person with knowledge of airport rules and regulations;
- (m) to promptly discharge any builders' lien which may be filed against the title to the Lands relating to any Improvements, work or construction which it undertakes on the Licensed Lands.

## AIRPORT LICENSE

### **8. IMPROVEMENTS**

- 8.1 Upon the expiration or earlier termination of this License, the Licensee shall be entitled to remove all Improvements placed by it on the Licensed Lands and, at a minimum, shall remove any Improvements which the Licensor requires it to remove, and any Improvements not required by the Licensor to be removed and not removed at the option of the Licensee, shall be forfeited and become the permanent property of the Licensor, without any compensation whatsoever to the Licensee.
- 8.2 Upon the expiration or earlier termination of this License by either party, the Licensee shall leave the Licensed Lands in a clean, neat and sanitary condition satisfactory to the Licensor, and shall restore the surface of the Licensed Lands to its original condition as nearly as possible.
- 8.3 If the Licensee fails to leave the Licensed Lands in the condition required by this License, the Licensor may do so on behalf of the Licensee and the Licensee shall, on demand, compensate the Licensor for all costs incurred by the Licensor respecting the removal of Improvements or respecting restoration of the surface of the Licensed Lands.

### **9. RECONSTRUCTION**

- 9.1 If any Improvements on the Licensed Lands are damaged or destroyed, excepting reasonable wear and tear, the Licensee must repair or rebuild any Improvement within a reasonable time after the damage or destruction and there shall be no abatement, refund or reduction whatsoever of the License Fee arising out of any delay or costs to the Licensee due to damage or destruction, and the Licensor shall not be responsible for any costs whatsoever arising out of any damage or destruction to the Licensed Lands or any improvement thereon.

### **10. ACKNOWLEDGMENT AND AGREEMENTS OF THE LICENSEE**

- 10.1 The Licensee acknowledges and agrees that:
- (a) the Licensor has given no representations or warranties with respect to the Licensed Lands, including without limitation with respect to the suitability of the Licensed Lands for the Licensee's intended use for, or development of, the Licensed Lands;
  - (b) the Licensee has the power and capacity to enter into and carry out the obligations under this License;

## AIRPORT LICENSE

- (c) the Licensee licenses the Licensed Lands in an as is condition and the Licensor has not made any representations, warranties or agreements as to the condition of the Licensed Lands including the suitability of the Licensed Lands for the Licensee's purposes; and,
- (d) it is the sole responsibility of the Licensee to satisfy itself with respect to the environmental condition on and of the Licensed Lands, including without limitation by conducting any reports, tests, investigations, studies, audits and other inquiries as the Licensee, in its sole discretion, considers necessary in order to satisfy itself as to the environmental condition of the Licensed Lands.

### **11. LICENSOR'S COVENANTS**

- 11.1 The Licensor covenants and agrees with the Licensee to permit the Licensee, so long as the Licensee is not in default of the Licensee's obligations under this License, to peaceably possess and enjoy the Licensed Lands for the Term, without interference or disturbance from the Licensor or those claiming by, from or under the Licensor.

### **12. ENVIRONMENTAL PROVISIONS**

- 12.1 If the Licensee brings or creates on the Licensed Lands any Contaminants then, notwithstanding any rule of law to the contrary, such Contaminants shall be and remain the sole and exclusive property of the Licensee and shall not become the property of the Licensor, notwithstanding the degree of annexation of the Contaminants or the goods containing the Contaminants, and notwithstanding the expiry or earlier termination of this License.
- 12.2 The Licensee shall promptly and strictly comply with and conform to the requirements of all applicable laws at any time or from time to time in force, regarding the property and lawful sale, storage, manufacture, disposal, treatment, generation, use, transport, remediation, release into the environment of, or other dealings with, Contaminants on, in, under or from the Licensed Lands.
- 12.3 The Licensee shall, at its risk and expense and as soon as is practicable after the expiry or earlier termination of this License, remove, treat, dispose of, or otherwise remediate, the Licensed Lands in accordance with the requirements of all Environmental Laws such that the Licensed Lands is returned to its condition as it existed at the commencement of this License.
- 12.4 The Licensee shall promptly notify the Licensor in writing of:

## AIRPORT LICENSE

- (a) the existence of any Contaminants in, on or under the Licensed Lands or the Lands;
- (b) the existence of any Contaminants, or any occurrence or condition on the Licensed Lands or any real property adjoining or in the vicinity of the Licensed Lands, which would subject the Licensee, the Licensor or the Licensed Lands to any fines, penalties, orders or proceedings under any Environmental Laws;
- (c) any enforcement, order, investigation, litigation or other governmental, regulatory, judicial or administrative action instituted, contemplated or threatened against the Licensee or the Licensed Lands pursuant to any Environmental Laws; and,
- (d) all claims, actions, orders or investigations, made or threatened by any third party against the Licensee or the Licensed Lands relating to damage, contribution, cost, recovery, compensation, loss or injuries resulting from any Contaminants brought onto or created on the Licensed Lands by the Licensee arising from the use or occupation of the Licensed Lands or the exercise of the Licensee's rights, or any breach of any Environmental Laws arising from any of the foregoing.

### 13. INDEMNITY

- 13.1 The Licensee hereby agrees to indemnify and save harmless the Licensor and its directors, officers, employees, agents, successors and assigns, 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 Licensed Lands or any action or thing done or maintained by the Licensee, except to the extent such claims are caused by the negligence of the Licensor. The Licensee shall not have any claim or demand against the Licensor, for any damage, accident or injury of any nature whatsoever or howsoever caused to the Licensed Lands or to any person or property, including any buildings, structures, aircraft, equipment, materials, supplies, motor or other vehicles, fixtures, articles, effects and other things brought, placed, made or being on or about the Licensed Lands, unless such damage or injury is due to the negligence of the Licensor.
- 13.2 The Licensee shall indemnify and save harmless the Licensor and its directors, officers, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees, costs, charges and expenses and the costs of remediation, removal, treatment, storage and disposal of Contaminants and



## AIRPORT LICENSE

remediation of the Licensed Lands) (collectively "Claims") which may be paid by, incurred by or asserted against the Licensor with respect to, or as a direct or indirect result of, the presence of any Contaminants on, in or under the Licensed Lands, or the escape, seepage, leakage, spillage, discharge, emission or other release of any Contaminants from any part of the Licensed Lands, where such Contaminants were placed, created or produced on the Licensed Lands or were transported to the Licensed Lands, during the Term.

### **14. SURVIVAL OF LICENSEE'S OBLIGATIONS**

14.1 The obligations of the Licensee under sections 12 and 13 shall survive the expiry or earlier termination of this License.

### **15. INSURANCE**

15.1 The Licensee shall purchase, provide and at all times maintain during the currency of this License comprehensive general liability insurance in an amount not less than Three Million Dollars (\$3,000,000) per occurrence.

The Licensee shall cause each and every policy of the insurance to:

- (a) be enforceable by the Licensor as an insured thereunder;
- (b) be primary to and non-contributing with any other insurance;
- (c) provide for the Licensor to be named insured;
- (d) contain an "agency and trustee" clause;
- (e) contain a "severability of interest" clause;
- (f) contain a prohibition against cancellation or suspension or material change that reduces or restricts the insurance except on no less than sixty (60) days prior written notice to the Licensor;
- (g) contain a waiver of any subrogation rights that the insurers may have against the Licensor;
- (h) be signed by the insurer or insurers responsible for the risk insured against; and,
- (i) be in a form and with insurers satisfactory to the Licensor.

## AIRPORT LICENSE

The Licensee shall ensure that no policy shall contain an exclusion that removes coverage because the insured's premises or operations are located at an airport.

### **16. RIGHT OF ENTRY**

16.1 The Licensor or its authorized representative may enter upon the Licensed Lands or any Improvements on the Licensed Lands at all reasonable times for the purposes of inspection of the Licensed Lands and any Improvements on the Licensed Lands. Except in cases of emergency, the Licensor shall give reasonable notice of entry where entry is other than during normal business hours.

### **17. ADDITIONAL RIGHTS**

17.1 The Licensor reserves the right to grant licenses, rights of ways and easements on, over, under, through or across the Licensed Lands, provided that such interests do not interfere with the Licensee's rights under this License.

### **18. REMEDIES CUMULATIVE**

18.1 No reference to or exercise of any specific right or remedy by the Licensor shall prejudice or preclude the Licensor from any other remedy, whether allowed at law or in equity or expressly provided for in this License. No such remedy shall be exclusive or dependent upon any other such remedy, but the Licensor may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the Licensor shall be entitled to commence and maintain an action against the Licensee to collect any license fees not paid when due, without exercising the option to terminate this License.

### **19. TERMINATION DUE TO DEFAULT**

19.1 If and whenever:

- (a) the Licensee shall be in default in the payment of the License Fee or any other sum payable under this License and default shall continue for sixty (60) days after the giving of written notice by the Licensor to the Licensee;
- (b) the Licensee shall not observe, perform or keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this License to be observed, performed and kept by the Licensee, other than the payment of money, and shall persist in such default for thirty (30) days after the giving of written notice by the Licensor; or where

## AIRPORT LICENSE

the remedy reasonably requires more than thirty (30) days to correct and the Licensee has not commenced or diligently continued to correct such default; or,

- (c) the Licensee shall vacate or abandon the Licensed Lands, or use or permit or suffer the use of the Licensed Lands for any purpose other than the purposes permitted by this License, any such default shall persist for thirty (30) days after the giving of written notice by the Licensor,

then and in each of such cases at the option of the Licensor, this License may be terminated and the Term shall then immediately become forfeited and void and the Licensee shall immediately cease all use and occupation of the Licensed Lands and shall vacate and deliver up possession of the Licensed Lands and the Licensor may without notice or any form of legal process and without any adherence to public law duties or procedural fairness or the principles of natural justice, forthwith re-enter the Licensed Lands and repossess and enjoy the same, without any compensation whatsoever to the Licensee.

### **20. TERMINATION BY LICENSEE**

- 20.1 This License may be terminated by the Licensee by giving ninety (90) days written notice to the Licensor following which the Licensee shall cease all use and possession of the Licensed Lands in accordance with the provisions of this License.

### **21. NO ABATEMENT**

- 21.1 The Licensee hereby agrees that there shall be no abatement, refund or reduction whatsoever of License Fee for the early termination of this License, no matter how such termination is brought about.

### **22. HOLDING OVER**

- 22.1 If the Licensee continues to occupy the Licensed Lands and the Licensor accepts license fees after the expiration or other termination of the Term, then, without any further written agreement, the Licensee shall be a monthly licensee and subject always to the other provisions in this License in so far as the same are applicable to a month to month occupancy, and a tenancy or license from year to year shall not be created by implication of law. The Licensee shall pay as license fees during such occupancy an amount to be determined at the discretion of the Licensor.

## AIRPORT LICENSE

### **23. NO JOINT VENTURE**

23.1 Nothing contained in this License shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties or as giving the Licensee any power or authority to bind the Licensor in any way.

### **24. NO ASSIGNMENT**

24.1 The Licensee shall not assign the Licensee's interest in this License or sub-license the Licensed Lands in whole or in part without prior written consent of the Licensor, which consent may not be unreasonably withheld, it being acknowledged by the Licensor that it is the Licensee's intention to sub-license all or portions of the Improvements and that sub-licensing portions of the Improvements does not, by extension, assign any of the obligations of the Licensee, which remain the Licensee's sole responsibility, nor may the Licensee charge or encumber or purport to charge or encumber the Licensee's interest in the Licensed Lands or this License.

### **25. POLICE AND FIRE PROTECTION**

25.1 The Licensor shall not be responsible for providing fire protection nor for policing the Licensed Lands. The Licensee shall, at its sole cost, take all precautions to prevent fire from occurring in or about the Licensed Lands and shall observe and comply with all laws and regulations in force respecting fires at the Airport and with all instructions given from time to time by the Licensor with respect to the fires and the extinguishing of fires.

### **26. TEMPORARY SUSPENSION OF SERVICES**

26.1 The Licensee shall not have nor make any claim or demand, nor bring any action or suit or petition, against the Licensor for any damage which the Licensee may sustain by reason of any temporary suspension, interruption or discontinuance, in whole or in part, from any cause whatsoever, arising from the operations of the Airport or any services supplied by the Licensor under this License.

### **27. ADVERTISING**

27.1 The Licensee shall not construct, erect, place or install on the Licensed Lands, any poster, advertising, sign or display, electrical or otherwise, without first obtaining the prior written consent of the Licensor.

## AIRPORT LICENSE

### 28. UTILITIES

- 28.1 The Licensee shall construct all Improvements on the Licensed Lands such that surface drainage water shall be discharged into the Licensor's drainage system, and plans for the construction of storm drainage services shall be subject to the approval of the Licensor prior to installation, for the purposes of ensuring compatibility with the field drainage channel serving the Licensed Lands, all at the sole cost and expense of the Licensee.
- 28.2 The Licensee shall, at its sole cost and expense, provide for complete and proper arrangements for the adequate sanitary handling and disposal away from the Licensed Lands of all trash, garbage and other refuse on or in connection with the Licensee's operations under this License, all to the satisfaction of the Licensor.
- 28.3 The Licensee shall at its sole cost and expense, make arrangements for all utilities not supplied by the Licensor, provided that all plans and specifications for installation shall be approved by the Licensor and all work shall be performed in accordance with the requirements of the Licensor.

### 29. INTERPRETATION

- 29.1 Reference in this License to:
- (a) the singular includes a reference to the plural, feminine, or body corporate or politic where the context requires, and a reference to the plural includes a reference to the singular, unless the context requires otherwise;
  - (b) a particular numbered article or section, or lettered appendix is a reference to the correspondingly numbered article or section, or lettered appendix, of this License;
  - (c) an "enactment" is a reference to an enactment as that term is defined in the *Interpretation Act* on the reference date of this License;
  - (d) any enactment is a reference to that enactment as amended, revised, consolidated or replaced; and
  - (e) a party is a reference to a party to this License.

## AIRPORT LICENSE

### 30. DEFINITIONS

#### 30.1 In this License:

- (a) "Contaminant" means pollutants, contaminants, hazards, corrosive or toxic materials, substances, soils, liquids, vapours, gases or wastes, including special wastes, and including any such things the storage, manufacturing, disposal, treatment, generation, use, transportation, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under any statutes, laws, regulations, orders, bylaws, permits or any other lawful requirement of any governmental authority having jurisdiction over the Licensed Lands now or hereafter in force with respect to in any way to the environment, or to health, occupational health or safety.
- (b) "Environmental Laws" mean any and all statutes, laws, regulations, orders, bylaws, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Lands now or hereafter in force with respect in any way to the environment or health, or occupational health and safety, including all applicable guidelines and standards with respect to the foregoing as adopted by any of those governmental authorities from time to time.

### 31. NOTICES

- 31.1 Where any notice, request, direction, or other communication (each, a "notice") is required to be given or made by a party under the License, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile or by email addressed to the party for whom it is intended at the address set forth below and any notice shall be deemed to have been given if delivered in person, when delivered; by registered mail, when the postal receipt is acknowledged by the other party; by facsimile, when transmitted and by email, when sent correctly to the intended person. The address of a party may be changed by notice in the manner set out in this provision.

**Cariboo Regional District**

180D N. 3rd Avenue  
Williams Lake, BC V2G 2A4  
c/o Manager of Community Services  
Phone : 250-392-3351  
Fax: 250-392-2812  
Email: [dcampbell@cariboord.ca](mailto:dcampbell@cariboord.ca)

## AIRPORT LICENSE

### **Markus Springmann**

Address:

Phone :

Email:

### **32. SEVERANCE**

32.1 If any portion of this License is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the License.

### **33. BINDING ON SUCCESSORS**

33.1 This License shall enure to the benefit of and be binding upon the parties and their respective successors and assigns, notwithstanding any rule of law or equity to the contrary.

### **34. LAW OF BRITISH COLUMBIA**

34.1 This License shall be construed according to the laws of the Province of British Columbia and each party agrees to attorn exclusively to the jurisdiction of the courts of the Province of British Columbia.

### **35. WHOLE AGREEMENT**

35.1 The provisions in this License constitute the whole of the agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the License.

### **36. WAIVER**

36.1 Waiver by the Licensor of any default by the Licensee shall not be deemed to be a waiver of any subsequent default by the Licensee.

### **37. REFERENCE**

37.1 Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.

AIRPORT LICENSE

**38. TIME OF THE ESSENCE**

38.1 Time is of the essence of this License.

As evidence of the mutual intention of the parties to be bound by all the terms of this Agreement, following are the signatures of their respective officers duly authorized for such purpose:

Signed on behalf of the  
**CARIBOO REGIONAL DISTRICT**  
by its authorized signatories

\_\_\_\_\_ Date: \_\_\_\_\_  
Chair

\_\_\_\_\_ Date: \_\_\_\_\_  
Corporate Officer

Signed on behalf of the  
**HANGAR OWNER**  
by the authorized signatory

\_\_\_\_\_ \_\_\_\_\_  
Authorized Signatory Print Name

Date: \_\_\_\_\_



# AIRPORT LICENSE










## SCHEDULE "A"

Proposed location of Springmann hanger at 108 Airport

Glide slope clearance for proposed Springmann hanger

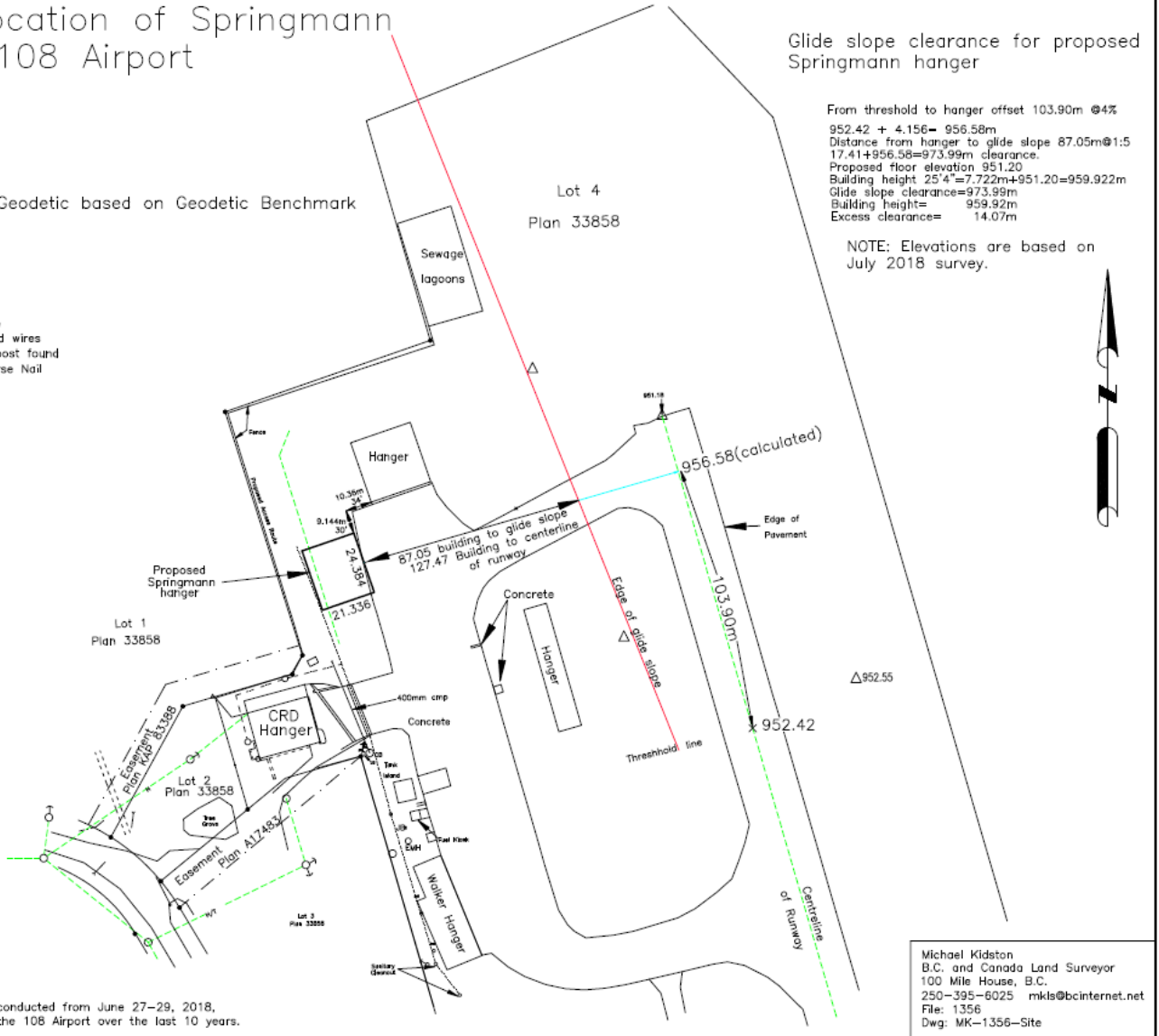
Scale: 1:1000

NOTE: Elevations are Geodetic based on Geodetic Benchmark 82C075

-  Hydrant
-  Water valve
-  Sanitary Line
-  Hydro Line
-  Telephone Line
-  Hydro/Tel Line
-  Other overhead wires
-  denotes iron post found
-  denotes Traverse Nail

From threshold to hanger offset 103.90m @4%  
 $952.42 + 4.156 = 956.58m$   
 Distance from hanger to glide slope 87.05m@1:5  
 $17.41 + 956.58 = 973.99m$  clearance.  
 Proposed floor elevation 951.20  
 Building height 25'4" = 7.722m + 951.20 = 959.922m  
 Glide slope clearance = 973.99m  
 Building height = 959.92m  
 Excess clearance = 14.07m

NOTE: Elevations are based on July 2018 survey.



This plan represents the survey conducted from June 27-29, 2018, as well as previous surveys for the 108 Airport over the last 10 years.

Michael Kidston  
 B.C. and Canada Land Surveyor  
 100 Mile House, B.C.  
 250-395-6025 mkls@bcinternet.net  
 File: 1356  
 Dwg: MK-1356-Site