

USE AND OCCUPANCY LICENCE RENEWAL
Cattle Grazing on the Walker Valley and Donsleequa Pastures
of the 108 Greenbelt

THIS AGREEMENT made this day _____ of _____, 2019

BETWEEN:

CARIBOO REGIONAL DISTRICT

Suite D, 180 North 3rd Avenue
Williams Lake, BC
V2G 2A4

(hereinafter called the “Licensor”)

OF THE FIRST PART

AND:

THE BLUE GOOSE CATTLE COMPANY LTD.

2345 Blue Goose Rd.,
Box 23, 70 Mile House, B.C.
V0K 2K2

(hereinafter called the “Licensee”)

OF THE SECOND PART

WHEREAS:

- A. The Licensor is the registered owner in fee simple of certain greenbelt land at the 108 Mile Ranch, B.C. known as Walker Valley and Donsleequa Pastures, which are non-residential portions of District Lots 233, 3569, 3563, 242, 243, 3566, 359, 550 Lillooet District and Lot 1, Plan 32352, District Lot 358, Lillooet District, each pasture named and shown outlined in bold on Schedule B attached hereto.
(hereinafter called the “**Land**”);
- B. The Land is managed by the 108 Greenbelt Commission formed by the Licensor through Establishment Bylaw 3961 (2005);
- C. The Licensee is an organic beef cattle company and wishes to use the Land for grazing on the terms herein agreed;
- D. The Cattle Grazing Schedule attached as Schedule A to this License forms part of this License and has been agreed to by the parties.

NOW THEREFORE this agreement witnesses that in consideration of the covenants and conditions hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree, each with the other, as follows:

Term:

1. The term of this License is five years starting April 1, 2019 and is restricted to the months of June, through and including October, of each year.

Payment:

2. The Licensee agrees to annually pay the Licensor the sum of Two Thousand Six Hundred and Fifty (\$2,650) Dollars plus all applicable taxes upon signing this License and receipt of an invoice.

Termination:

3. Should the Licensee default in any of the covenants contained herein, the Licensor may terminate this License and retake possession of the Land should the Licensee fail to rectify such default within ten (10) days of being given Notice to do so.
4. This License may be terminated by the Licensor or the Licensee upon giving sixty (60) days Notice of its intention to so terminate. Upon termination, the Licensor shall be entitled to be repaid a portion of the Annual Fee paid in advance for the balance of the period so paid for in advance and during which the full benefits of the License were not realized.

Undertakings:

5. (1) The Licensor Covenants
 - (a) To allow the Licensee access to the Land, for cattle grazing and corridor purposes, for the dates and in the cow/calf/yearling/bull amounts as specified and agreed in **Schedule A Cattle Grazing Schedule** attached hereto.
- (2) The Licensee Covenants
 - (a) To use the Land solely for grazing cattle and shall do so as a knowledgeable and prudent rancher. The Licensee acknowledges that this License is not exclusive and that the Licensee, the general public, Ducks Unlimited Canada and others will also be using the Land during the License period. The Licensee accepts that the Land is provided in an 'as is' condition and the Licensor has not made any representations, warranties or agreements as to the condition of the Land including the suitability for the Licensee's purposes.
 - (b) To install 200 rails in the Block Drive horse pasture in 2019 and 100 rails in each subsequent year of the License, with the rails provided by the Greenbelt Commission.
 - (c) To immediately reduce the number of cattle grazing on the Land when, in the opinion and discretion of the 108 Greenbelt Commission, the Land will not sustain the numbers permitted herein, and/or where damage to wildlife habitat or other environmental matters are in issue.
 - (d) To refrain from the cutting down or removal of any trees or the

construction of any roads or to change, alter or improve (other than fencing and gates) the natural state of the Land in any way without the prior written approval of the 108 Greenbelt Commission.

- (e) Not to do or permit anything upon the Land which shall result in a contravention by the Licensor of any provision of any statute, regulation or bylaw relating to the Lands. Failure by the Licensee to comply will all local government, provincial and federal legislation related thereto shall be considered a breach of the License.

No Partnership or Joint Venture:

- 6. 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.

Right of Entry:

- 7. The Licensee and the Licensor including their employees, agents or representatives may enter onto the Land. Notice will be provided to the Licensee of the planned entry as soon as possible and preferably prior to accessing the Land.

Encumbrances:

- 8. The Licensee shall not mortgage, charge or otherwise encumber its interest in the Land or any other benefits provided under this License.

Indemnity:

- 9. (a) The Licensee shall have responsibility for the care, control and safety of animals grazing the Land and fully acknowledges that the grazing land is adjacent to a residential subdivision and acknowledges and accepts the risks inherent therewith.
- (b) The Licensee will indemnify and save harmless the Licensor and the 108 Greenbelt Commission and all of their employees, servants, representatives and agents, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which the Licensor and the 108 Greenbelt Commission or their employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with the Licensees Use and Occupation of the Land, or any failure, breach or non-performance by the Licensee of any obligation of this License, or any wrongful or negligent act of the Licensee or any employee or agent of the Licensee.

Insurance:

- 10. The Licensee will provide and maintain comprehensive general liability insurance, with a company satisfactory to the Region, against claims through personal injury, death, or property damage resulting from its Use and Occupancy of the Land. Such insurance must provide protection in an amount not less than five (5) million dollars with respect to any one accident or incident. All policies of insurance shall include the Licensor as an additional insured and contain

a cross liability clause. A certified copy of such policy shall be delivered annually and upon request to the Licensor.

Default:

11. In the event that the Licensee fails to perform its obligations hereunder, the Licensor may terminate this License and repossess the Land.

Assignment:

12. This License is non-transferable and the rights and benefits to the Licensee contained herein may not be assigned or sublet to another party.

Force Majeure:

13. Notwithstanding anything to the contrary contained in this Agreement, if any of the parties is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required under this License by reason of an Event of Force Majeure, the said party will be relieved from the fulfillment of such term, covenant or act during the period of such interruption and the period for the performance of any such term, covenant or act will be extended for a period equivalent to the period of such delay. Every obligation in this License except any payment obligation will be deemed to be subject to an Event of Force Majeure.
14. For the purpose of this License, an Event of Force Majeure means acts of God or public enemy, wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, epidemics, quarantine restrictions, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or Statutory Authorities including the Licensor, freight embargoes or power failures, or any event or circumstance which reasonably constitutes a material disabling event or circumstance, which is beyond the reasonable control of a party, which does not arise from the neglect or default of a party, and which results in material delay, interruption or failure by a party in carrying out its duties, covenants or obligation under this License, but which does not mean or include any delay caused by a party's lack of funds or financial condition.

Compliance with Laws and Regulations:

15. The Licensee shall in the use and occupancy of the Land comply with all Local Government, Provincial and Federal legislation relating thereto. Non-compliance with this section will be considered a breach of the License.

Amendments:

16. No amendment, supplement, restatement or termination of any provision of this License is binding unless it is in writing and signed by the parties to this License at the time of the amendment, supplement, restatement or termination.

Notices:

17. Each Notice to a party must be given in writing. A Notice may be given by delivery to an individual, by fax or by email, and will be validly given if delivered on a Business Day to an

individual at the following address, or, if transmitted on a Business Day by fax or email addressed to the following party:

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

The Blue Goose Cattle Company Ltd.

2345 Blue Goose Rd.
PO Box 23
70 Mile House, BC V0K 2K2

Entire Agreement:

- 18 This Agreement shall be deemed to constitute the entire Agreement between the Licensor and the Licensee with respect to the matter herein and shall supersede all previous negotiations, representations, and documents in relation hereto made by either party to this Agreement.

Peaceful Surrender:

- 19 The Licensee will upon non-renewal at the expiration of the term or sooner if the Agreement is terminated as provided herein, immediately surrender the Land in a peaceable way.

Waiver:

- 20 No waiver by any of the parties of any breach by the other parties of any covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

Miscellaneous:

- 21 The headings appearing in this License have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of the License.
- 22 In this License, wherever the singular or masculine is used, it shall be construed as if the plural or feminine or body corporate as the case may be, had been used where the context of the parties hereto so require.
- 23 This License shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
- 24 The invalidity of any provision of this License or part thereof shall not affect the remainder of this License or such provision.

- 25 This License may be signed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. A counterpart may be delivered by fax or any other form of electronic transmission.
- 26 This License will be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of British Columbia.

IN WITNESS WHEREOF the said parties hereto have set their hands to as of the date written below.

CARIBOO REGIONAL DISTRICT

DATE

PRINT NAME

THE BLUE GOOSE CATTLE COMPANY LTD.

DATE

PRINT NAME

SCHEDULE A – CATTLE GRAZING SCHEDULE**1. Donsleequa Pasture (Map attached in Schedule B)**

For each of year of the term, the Licensee shall graze a maximum of 45 yearlings restricted to the period of June 1 through August 31 each year.

2. Walker Valley Pasture (Map attached in Schedule B)

For each of year of the term:

- a. During transit of cattle through Walker Valley pasture to range, the Licensee will be permitted to move up to 600 cow/calf units and up to 30 bulls (no yearlings) through Walker Valley to range between June 1 and June 14. It is agreed that this will be accomplished in four or more separate drives of between one and three days and will move a maximum of 150 cow/calf units plus bulls for each drive. The Licensee agrees to have all the cattle out of Walker Valley between June 15 and July 15. The Parties acknowledge, however that some cattle may be left behind for health reasons or to 'mother up'. This is acceptable providing the number of units does not exceed 20.
- b. From July 15 through August 31, a maximum of 80 yearlings (the number of yearlings entering Walker Valley for the July 15 through August 31 pasture) shall be reduced by the 'equivalent' number of cattle that failed to move out to range in paragraph (a) above.
- c. From September 1 through October 31, the Licensee will be permitted a maximum of 150 cow/calf units plus approximately 6 bulls to range.

SCHEDULE B - LAND

SCHEDULE B
GRAZING LICENCE
MAP

