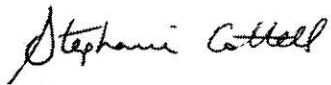


MEMORANDUM

RE: Lawrence Community Trail diversion due to flooding
June 2023

The purpose of this memorandum is to confirm that the Meadow Valley Properties Strata has been informed of the flooding situation on a portion of the TIRRA managed trail within covenanted strata property. The Meadow Valley Property strata owners have permitted a temporary detour onto adjacent, non-covenanted common property of the strata and rejoining the trail beyond the flooded area. This is a temporary measure until such time that a more permanent solution can be collaboratively reached.

The Cowichan Community Land Trust and the Land Conservancy of BC (covenant holding partners) have been informed and permissions for this temporary detour have been granted.

A handwritten signature in black ink, reading "Stephanie Cottell". The signature is written in a cursive, flowing style.

Stephanie Cottell
Meadow Valley Properties Strata Council Secretary

TRAILS copy
Fairy Slipper
(entrance)

THE PORTAL HOLDINGS LTD.

c/o 2436 Haywood Avenue, West Vancouver, B.C. V7V 1Y1

April 30, 2023

To: **Thetis Island Residents and Ratepayers Association ("TIRRA")**

We refer to the Trail License Agreement (the "**Agreement**") made between TIRRA and ourselves, as Owner, dated July 14, 2020, concerning the licensed use of the Trail and Parking Area upon the Owner's Lands at 253 and 254 North Cove Road, Thetis Island, British Columbia, all as more particularly defined and set out in the Agreement. Terms in this letter agreement that are set out in initial capital letters but which are not otherwise defined in this letter agreement have the meanings ascribed to such terms in the Agreement.

Section 4 of the Agreement called for the Term of the Agreement to expire and end April 30, 2022, which we have previously renewed by mutual agreement, expiring April 30, 2023. TIRRA and the Owner have mutually agreed, by this letter agreement, to extend the Term for one further fixed one-year period, commencing on, and running from and after April 30, 2023 to and including April 30, 2024, subject to earlier termination as provided for in the Agreement, and to further amend Section 4 of the Agreement hereby, accordingly. All other terms and conditions of the Agreement, except as amended by this letter agreement, remain in full force and effect, unamended.

THE PORTAL HOLDINGS LTD. per:



Mark W Hilton, Director

We hereby confirm our agreement with The Portal Holdings Ltd., as Owner, on the foregoing terms:

THETIS ISLAND RESIDENTS AND RATEPAYERS ASSOCIATION

Per:



Authorized Signatory

W. H. INSPERGER

PRESIDENT (ACTING)

Vicki

THE PORTAL HOLDINGS LTD.

c/o 2436 Haywood Avenue, West Vancouver, B.C. V7V 1Y1

April 25, 2022

To: **Thetis Island Residents and Ratepayers Association ("TIRRA")**

We refer to the Trail License Agreement (the "Agreement") made between TIRRA and ourselves, as Owner, dated July 14, 2020, concerning the licensed use of the Trail and Parking Area upon the Owner's Lands at 253 and 254 North Cove Road, Thetis Island, British Columbia, all as more particularly defined and set out in the Agreement. Terms in this letter agreement that are set out in initial capital letters but which are not otherwise defined in this letter agreement have the meanings ascribed to such terms in the Agreement.

Section 4 of the Agreement calls for the Term of the Agreement to expire and end April 30, 2022, without any automatic nor other renewal. However, TIRRA and the Owner have mutually agreed, by this letter agreement, to extend the Term for one further fixed one-year period, commencing on, and running from and after April 30, 2022 to and including April 30, 2023, subject to earlier termination as provided for in the Agreement, and to amend Section 4 of the Agreement hereby, accordingly. All other terms and conditions of the Agreement, except as amended by this letter agreement, remain in full force and effect, unamended.

THE PORTAL HOLDINGS LTD. per:



Mark W Hilton, Director

We hereby confirm our agreement with The Portal Holdings Ltd., as Owner, on the foregoing terms:

THETIS ISLAND RESIDENTS AND RATEPAYERS ASSOCIATION

Per:



Authorized Signatory

TRAIL LICENCE AGREEMENT

THIS AGREEMENT is made as of the 14th day of July 2020,

BETWEEN the following parties (the "parties"):

THE PORTAL HOLDINGS LTD., B.C. Incorporation No. BC1075053
Mailing address: 2436 Haywood Avenue, West Vancouver, B.C. V7V 1Y1

(the "Owner")

AND:

THETIS ISLAND RESIDENTS AND RATEPAYERS ASSOCIATION
PO Box 14-1, Thetis Island, BC, V0R 2Y0

("TIRRA")

WHEREAS:

a) The Owner is the owner of the lands and premises legally described as follows:

Parcel Identifier: 009-625-071
District Lot 6, Thetis Island, Cowichan District, Except Parcel A (DD 774531) thereof

which lands and premises have the civic addresses of

253 and 254 North Cove Rd, Thetis Island, BC V0R 2Y0

(this lot is hereinafter collectively referred to as the
"Owner's Lands"); and

b) TIRRA desires to develop a system of trails for use by members of the community and by visitors to the area.

c) In order to fulfill TIRRA's mandate of developing an integrated system of trails, TIRRA is developing some trails on private lands.

d) TIRRA has requested that the Owner grant TIRRA a licence (this Agreement, being the "Licence") over the Trail and Parking Area on the Owner's Lands for purposes in accordance with the terms and conditions hereof.

e) TIRRA and the Owner shall jointly stake out the Trail and Parking Area on the ground in order to remove any ambiguity regarding its location for use and maintenance purposes.

THEREFORE in consideration of the premises, the terms and conditions herein contained the amount of \$1.00 now paid by TIRRA to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and TIRRA, the parties agree as follows:

1. Definitions

In this Agreement:

- a. "Trail" means an area staked out by the parties and marked as a red line on the attached sketch of the Owner's Lands attached hereto as Schedule A and as amended from time to time by agreement of the parties;
- b. "Limited Recreation Purposes" means (i) in regard to the Trail, the traversing upon and the temporary access, by individuals as pedestrians, to enter, use, go, return, pass and repass, upon, to and from the Trail; (ii) in regard to the Parking Area, the use and presence of vehicles for the purpose of daytime parking of such vehicles by and for such pedestrians who are making Licenced Use of the Trail, provided such vehicle use and presence is at all times ancillary to and limited to such pedestrian uses, and occurs upon and wholly within the Parking Area, and not by any other means nor for other purposes (and for greater certainty, not for commercial purposes) engaging in the Licenced Use;
- c. "Licenced Use" means the non-exclusive terminable right, privilege, liberty and licence, for use for the Limited Recreation Purposes, subject to this Agreement, by TIRRA and by TIRRA's permittees and invitees, in common with the Owner and others, of the Trail and the Parking Area;
- d. "Parking Area" means that area and the related improvements and amenities for parking and the driveway for the surface parking of licensed and insured passenger vehicles, and for access and egress by such vehicles, for the Limited Recreation Purposes, as such area is now staked out upon the Owner's Lands, and as a red lined area on Schedule A.

Engaging in the above between 8:00 a.m. and 8:00 p.m. or sunset, whichever comes first, in a quiet manner that will not disturb the Owner or any neighbours of the Owner.

2. Grant of Licence.

The Owner hereby grants, transfers and conveys unto TIRRA the non-exclusive, right, liberty and licence for TIRRA and TIRRA's permittees and invitees (collectively the "Permitted Users"), to enter, use, go, return, pass and repass along, over and upon the Trail and Parking Area, only for the Limited Recreation Purposes and Licenced Use, in common with the Owner and all others using the Trail and Parking Area but subject always to the terms and conditions set out herein.

Without limiting anything contained herein, TIRRA and the Permitted Users will not be permitted to bring motorized vehicles, except for the vehicle access and the Parking Area where vehicles will be permitted, or any animals other than dogs, which must be leashed, onto the Trail except with the prior written consent of the Owner.

3. Changes to the Trail or Parking Area Location

Any changes to the location of the Trail or Parking Area on the ground must be agreed to by the Owner and TIRRA and documented in a letter attached to this Agreement.

4. Term

The term (the "Term") of this Licence will commence on the day first above written and terminate on April 30, 2021, subject to earlier termination in accordance with this Agreement. Unless either party notifies the other to the contrary prior to April 30, 2021, then the Agreement will be renewed for a further one year period from April 30, 2021 to April 30, 2022, without the necessity of either party to take any active steps.

5. Reservations on Licence

Notwithstanding the rights hereinbefore granted, there is hereby reserved to the Owner, subject to the restrictions and limitations hereinafter set forth, the right for the Owner at all times hereafter and from time to time to temporarily interrupt the use and enjoyment of the Trail or Parking Area by the Permitted Users for the purposes of constructing, installing, inspecting, cleaning, maintaining, repairing, renewing, replacing, and altering the Trail or Parking Area, and for developing, modifying or preserving and protecting the Owner's Lands in accordance with the Owner's goals, all as the Owner may deem to be necessary or desirable in its sole and unfettered opinion.

6. Use by Owner

Nothing in this Licence will be interpreted so as to restrict or prevent the Owner from using the Owner's Lands in any manner, whether or not such use interferes with the exercise by the Permitted Users of the rights herein granted.

7. Owner's Covenants

Notwithstanding paragraph 6 the Owner covenants and agrees that, during the Term:

- a) TIRRA may peaceably hold and enjoy the rights herein granted respecting the Trail and Parking Area without hindrance, molestation or interruption on the part of the Owner. This covenant is subject to TIRRA performing and observing the terms, covenants and conditions on TIRRA's part to be performed and observed herein;
- b) the Owner shall inform TIRRA if the Owner sells or intends to sell the Owner's Lands and shall also inform any purchaser of this Agreement and make reasonable efforts to cooperate in securing the agreement of any Purchaser to agree to the grant of a licence on the same terms as are set out herein; and
- c) the Owner shall maintain the vehicle access and Parking Area in a manner which is reasonably equivalent to its condition when first constructed, reasonable wear and tear excepted, provided however the Owner shall not be required to remove or abate snow or ice upon the Parking Area.

8. General TIRRA Covenants

TIRRA covenants and agrees with the Owner that TIRRA will, during the Term:

- a) act reasonably in the exercise by TIRRA of any of TIRRA's rights hereunder and use reasonable efforts not to interfere with the Owner's Lands or the use or enjoyment thereof by the Owner or any other person;
- b) use all reasonable efforts not to damage the Owner's Lands or any improvements thereon and in the event of any such damage whether caused by TIRRA or the Permitted Users, TIRRA will restore the damaged lands or improvements to their previous condition or, where restoration is not possible, compensate the Owner for any unrestored damage;
- c) not remove any trees from the Owner's Lands without the Owner's prior written permission; and
- d) not use chain saws and power equipment on the Owner's Lands during periods of high fire risk.

9. TIRRA's Covenants Respecting the Trail and Parking Area

With respect to the Trail and Parking Area TIRRA specifically covenants and agrees with the Owner that TIRRA will, during the Term:

- (a) use and occupy, and permit only Permitted Users to use and occupy, the Trail and Parking Area solely for the purposes for which the Licence is granted as set out in Section 1 and 2 of this Agreement;
- (b) use its best efforts to promote responsible use of the Trail and Parking Area in compliance with the terms of this Agreement through educating the public and posting warnings and notices on the Trail to indicate that parties and similar gatherings, camping, and other usages which in any way cause a nuisance to the Owner or neighbours are prohibited;
- (c) observe, abide by and comply with, as applicable, all applicable permits, laws, bylaws, orders and regulations of any applicable governmental or regulatory authority in any way affecting the Trail or Parking Area or any improvements, equipment or facilities located thereon;
- (d) keep the Trail and Parking Area in a safe and clean condition;
- (e) improve and maintain the Trail at TIRRA's sole cost and expense;
- (f) not remove or construct any new trails or relocate the trails existing as of the date hereof, without the Owner's prior written consent which consent may be arbitrarily withheld;
- (g) post signs at the point where the Trail begins and ends on the Owner's Lands, at its sole cost and expense, advising the Permitted Users that the Trail and Parking Area is on private property and advising of the proper and safe use of the Trail and Parking Area, and will remove such signs upon the termination of this Licence.

10. Risks

TIRRA hereby accepts all risks associated with TIRRA's use and occupation of the Trail and Parking Area the use of the Trail and Parking Area by the Permitted Users, at TIRRA's own risk, and TIRRA for itself and other Permitted Users, hereby releases and discharges the Owner from any and all responsibility and liability, whether arising in tort, contract or otherwise, in respect of any and all loss, damage, personal and property injury and death arising out of the use and occupation of the Trail or Parking Area by the TIRRA or other Permitted Users, or arising out of or attributable to the state or condition of the Trail or Parking Area.

11. Indemnity

TIRRA will and does hereby indemnify and save harmless the Owner from all liabilities, damages, costs, claims, suits and actions of any nature whatsoever and whenever occurring arising directly or indirectly out of the exercise by TIRRA or any other Permitted User (except those arising from the Owner's own fault or negligence) of the rights herein granted or the breach or non-performance of any covenant or obligation of TIRRA contained in this Agreement.

12. Insurance

TIRRA will obtain, pay for, and maintain in force, during the Term of this Agreement, a general liability insurance policy with respect to TIRRA's use and occupation of the Trail and Parking Area, and will name the Owner as an additional insured. This insurance policy will insure against bodily injury, including death, and property damage arising out of such use and occupation of the Trail and Parking Area under this Licence. In the event that the insurance is allowed to lapse, this Licence will immediately come to an end.

13. Amendment

This Licence may only be amended by an agreement in writing signed by TIRRA and the Owner. No modification or amendment of any provision of this Licence will be inferred from anything done or omitted by any of the parties except by an express agreement in writing duly executed and delivered by all of the parties.

14. No Waiver

No condoning, excusing or overlooking of any default nor any delay in proceeding or failure to proceed in the case of any default under this Licence will operate as a waiver of or otherwise affect in any way any rights or remedies under this Licence or at law. No waiver of any rights or remedies will be inferred from anything done or omitted to be done by any party except by an express waiver in writing. No waiver in respect of any matter or thing will operate as a waiver in respect of any other matter or thing.

15. Not a Highway

The parties acknowledge and agree that:

(a) no part of the Owner's Lands shall be, shall become nor shall be deemed to be a "highway", "travelled road", public road or public facility as a result of expenditures by TIRRA, any public body, nor by any other person (corporate or individual) during the Term or any renewal thereof, whether pursuant to section 42 of the *Transportation Act* (British Columbia) (the "Act") or otherwise (the terms "highway" and "travelled road" having the meanings of such terms in the Act); and

(b) in the event the Owner in the future seeks subdivision or development approval of the Owner's Lands, the presence of the Trail and Parking Area or its prior availability to the Permitted Users shall not require that Owner to dedicate same as a public facility or agree to maintain public access to the Trail nor Parking Area but neither shall the existence of this Agreement or this term herein preclude such a requirement if it may lawfully be required; and

(c) TIRRA shall not make use of, nor expend and does hereby and shall renounce, reject and return unspent any and all "public money" (the term "public money" having the meaning of such term in section 42 of the Act) upon the Trail, Parking Area nor any other part of the Owner's Lands.

16. Survival of Agreement

This Agreement shall survive the execution and/or registration of any other documents and agreements by the Parties unless such document or agreement expressly provides that it supersedes this Agreement or expressly modifies this Agreement.

17. Governing Law

This Licence will be governed by and interpreted in accordance with the laws of the Province of British Columbia, which is the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction with respect to all matters arising under or in respect of this Licence.

18. Time of the Essence

Time is of the essence of this Licence and will remain of the essence notwithstanding any extension of time given under or in connection with this Licence.

19. Notices

All notices under this Licence must be given in writing and delivered in accordance with this provision. The parties agree that:

a) any notice to the Owner may be sent to the Owner's address set out in page 1 of this Licence or such other address as the Owner may notify TIRRA from time to time; and

b) any notice to TIRRA may be sent to the address set out on page 1 of this Licence or such other address as TIRRA may notify the Owner from time to time.

c) Notices will be sent by personal delivery, electronic transmission (including by fax) or by registered mail. Notices will be deemed to have been delivered (i) upon delivery, if

delivered by hand, (ii) upon receipt, if sent by electronic transmission, or (iii) on the fifth Business Day after the mailing thereof, if sent by registered mail from a post office in British Columbia.

20. Binding Effect

This Licence is binding on the Owner, but it shall not bind the Owner's successors or assigns unless such successors or assigns agree in writing with TIRRA to be bound by this Licence.

21. Early Termination

Either the Owner or TIRRA may terminate this Agreement at any time by written notice to the other with 90 days advance notification. In the event that the Licence is terminated, TIRRA assumes no further responsibilities for the Trail nor Parking Area after the termination is effective. Notwithstanding this requirement, either party may terminate this Agreement with written 30 days notice if the other party is not fulfilling its covenanted obligations in Sections 7, 8 and 9 above and attempts to resolve the problem(s) have not succeeded. In the event that the Licence is terminated, TIRRA assumes no further responsibilities for the Trail nor Parking Area after the termination is effective.

22. Notwithstanding paragraph 21, the Owner and TIRRA agree that the Licence and this Agreement will immediately terminate upon the creation and registration of a Right of Way which provides for public access to the Trail.

IN WITNESS WHEREOF the Owner and TIRRA hereto have executed this Licence as of the day first above written.

SIGNED, SEALED AND DELIVERED:

By Owner in the presence of: Sandra L Porter

Witness Signs [Signature]

Owner signature [Signature]

Address for The Petal Holdings Ltd

Occupation N/A ; address as above

Owner signature N/A

Address N/A

Occupation N/A

THETIS ISLAND RESIDENTS AND RATEPAYERS ASSOCIATION

Per:

Printed name WENDY HINSERGER

Signature [Handwritten Signature]

President, TIRRA

Lawrence Valley Loop
Ian Ralston Section

TRAIL LICENCE AGREEMENT

THIS AGREEMENT is made as of the 27 day of September 2021 ,

BETWEEN:

Name Ian Ralston and TRAX Developments Ltd.

Name _____

Mailing address Box 9-6

Thetis Island, BC V0R 2Y0

(the "Owner")

AND:

Thetis Island Residents and Ratepayers Association

PO Box 14-1 , Thetis Island, BC, V0R 2Y0

("TIRRA")

WHEREAS:

- a) The Owner is the owner of the lands and premises legally described as follows:

PARCEL IDENTIFIER: 025-294-253

LOT A DISTRICT LOTS 3, 16, 22 AND 23 THETIS ISLAND COWICHAN
DISTRICT PLAN V1P73316, EXCEPT PART IN STRATA PLAN VIS5168
(PHASES 1 AND 2) (Rem. Lot A)

which lands and premises have the civic addresses of 412 Klahowya Road

(this lot is hereinafter collectively referred to as the
"Owner's Lands"); and

- b) TIRRA desires to develop a system of trails for use by members of the community and by visitors to the area.
- c) In order to fulfill TIRRA's mandate of developing an integrated system of trails, TIRRA is developing some trails on private lands; and
- d) TIRRA has requested that the Owner grant TIRRA a licence (the "Licence") over the trail flagged on the Owner's Lands (the "Trail ") for purposes in accordance with the terms and conditions hereof.

TIRRA and the Owner shall jointly stake out the Trail on the ground in order to remove any ambiguity regarding its location for use and maintenance purposes.

THEREFORE in consideration of the premises, the terms and conditions herein contained the amount of \$1.00 now paid by TIRRA to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner, the parties agree as follows:

1. Definitions

- a. Trail means an area staked out by the parties and marked as a red line on the attached sketch of the Owner's lands attached hereto as Schedule A and as amended from time to time by agreement of the Parties.
- b. Limited Recreation Purposes means;
Traversing upon the Trail as a pedestrian, but not by any other means;
Engaging in the above between 8:00a.m. and 8:00p.m. or sunset, whichever comes first, in a quiet manner that will not disturb the owner or any neighbours of the Owner.

2. Grant of Licence.

The Owner hereby grants, transfers and conveys unto TIRRA the non-exclusive, right, liberty and licence for TIRRA and the general public (collectively the "Permitted Users"), to enter, use, go, return, pass and repass along, over and upon the Trail for Limited Recreational Purposes in common with the Owner and all others using the Trail but subject always to the terms and conditions set out herein.

Without limiting anything contained herein, TIRRA and the Permitted Users will not be permitted to bring motorized vehicles, or any animals other than dogs, which must be leashed, onto the Trail except with the prior written consent of the Owner.

3. Changes to the Trail Location

Any changes to the location of the Trail on the ground must be agreed to by the Owner and TIRRA and documented in a letter attached to this Agreement.

4. Term

The term of this Licence will commence on the day first above written and terminate on the day two years from such date subject to earlier termination in accordance with this Agreement. Unless either party notifies the other to the contrary, prior to the end of the two year agreement, then the Agreement will be renewed for a further two year period without the necessity of either party to take any active steps.

5. Reservations on Licence

Notwithstanding the rights hereinbefore granted, there is hereby reserved to the Owner, subject to the restrictions and limitations hereinafter set forth, the right for the Owner at all times hereafter and from time to time to temporarily interrupt the use and enjoyment of the Trail by the Permitted Users for the purposes of constructing, installing, inspecting, cleaning, maintaining, repairing, renewing, replacing, and altering the Trail, and for developing, modifying or preserving and protecting the Owner's Lands in accordance with the Owner's goals, all as the Owner may deem to be necessary or desirable in her sole and unfettered opinion.

6. Use by Owner

Nothing in this Licence will be interpreted so as to restrict or prevent the Owner from using the Owner's Lands in any manner, whether or not such use interferes with the exercise by the Permitted Users of the rights herein granted.

7. Owner's Covenants

Notwithstanding paragraph 6 the Owner covenants and agrees that

- a) TIRRA may peaceably hold and enjoy the rights herein granted respecting the Trail without hindrance, molestation or interruption on the part of the Owner. This covenant is subject to TIRRA performing and observing the terms, covenants and conditions on TIRRA's part to be performed and observed herein; and
- b) the Owner shall inform TIRRA if the Owner sells or intends to sell the Owner's Lands and shall also inform any purchaser of this Agreement and make reasonable efforts to cooperate in securing the agreement of any Purchaser to agree to the grant of a licence on the same terms as are set out herein.

8. General TIRRA Covenants

TIRRA covenants and agrees with the Owner that TIRRA will:

- a) act reasonably in the exercise by TIRRA of any of their rights hereunder and use reasonable efforts not to interfere with the Owner's Lands or the use or enjoyment thereof by the Owner or any other person;
- b) use all reasonable efforts not to damage the Owner's Lands or any improvements thereon and in the event of any such damage whether caused by TIRRA or the Permitted Users, TIRRA will restore the damaged lands or improvements to their previous condition or, where restoration is not possible, compensate the Owner for any unrestored damage;
- c) not remove any trees from the Owner's Lands without the Owner's prior written permission; and
- d) not use chain saws and power equipment on the Lands during periods of high fire risk.

9. TIRRA's Covenants Respecting the Trail

With respect to the trail TIRRA specifically covenants and agrees with the owner that TIRRA will:

- (a) use and occupy, and permit only Permitted Users to use and occupy, the Trail solely for the purposes for which the Licence is granted as set out in Section 1 of this Agreement;
- (b) use its best efforts to promote responsible use of the trail in compliance with the terms of the agreement through educating the public and posting warnings and notices on the trail to indicate that parties and similar gatherings, camping, and other usages which in any way cause a nuisance to the Owner or neighbours are prohibited;
- (c) observe, abide by and comply with, as applicable, all applicable permits, laws, bylaws, orders and regulations of any applicable governmental or regulatory authority in any way affecting the Trail or any improvements, equipment or facilities located thereon;
- (d) keep the Trail in a safe and clean condition;
- (e) improve and maintain the Trail at TIRRA's sole cost and expense;
- (f) not remove or construct any new trails or relocate the trails existing as of the date hereof, without the Owner's prior written consent which consent may be arbitrarily withheld;
- (g) post signs at the point where the Trail begins and ends on the Owner's Lands, at its sole cost and expense, advising the Permitted Users that the Trail is on private property and advising of the proper and safe use of the Trail, will remove such signs upon the termination of this Licence; and

10. Risks

TIRRA hereby accepts all risks associated with TIRRA's use and occupation of the Trail and the use of the Trail by the Permitted Users, at TIRRA's own risk, and TIRRA for itself and other Permitted Users, hereby releases and discharges the Owner from any and all responsibility and liability, whether arising in tort, contract or otherwise, in respect of any and all loss, damage, personal and property injury and death arising out of the use and occupation of the Trail by the TIRRA or other Permitted Users, or arising out of or attributable to the state or condition of the Trail.

11. Indemnity

TIRRA will and does hereby indemnify and save harmless the Owner from all liabilities, damages, costs, claims, suits and actions of any nature whatsoever and whenever occurring arising directly or indirectly out of the exercise by TIRRA or any other Permitted User (except those arising from the Owner's own fault or negligence) of the rights herein granted or the breach or non-performance of any covenant or obligation of TIRRA contained in this Agreement.

12. Insurance

TIRRA will obtain, pay for, and maintain in force, during the term of this agreement, a general liability insurance policy with respect to TIRRA's use and occupation of the Trail, and will name the Owner as an additional insured. This insurance policy will insure against bodily injury, including death, and property damage arising out of such use and occupation of the Trail under this Licence. In the event that the insurance is allowed to lapse, this Licence will immediately come to an end.

13. Amendment

This Licence may only be amended by an agreement in writing signed by TIRRA and the Owner. No modification or amendment of any provision of this Licence will be inferred from anything done or omitted by any of the parties except by an express agreement in writing duly executed and delivered by all of the parties.

14. No Waiver

No condoning, excusing or overlooking of any default nor any delay in proceeding or failure to proceed in the case of any default under this Licence will operate as a waiver of or otherwise affect in any way any rights or remedies under this Licence or at law. No waiver of any rights or remedies will be inferred from anything done or omitted to be done by any party except by an express waiver in writing. No waiver in respect of any matter or thing will operate as a waiver in respect of any other matter or thing.

15. Not a Highway

The parties acknowledge and agree that:

- (a) no part of the Lands shall be or shall be deemed to be a "highway" or a public road or public facility as a result of expenditures by TIRRA, any public body, or Person (corporate or individual) during the term or any renewal thereof; and
- (b) in the event the Owner in the future seeks subdivision or development approval of its Lands, the presence of the Trail or its prior availability to the Permitted Users shall not require that Owner to dedicate same as a public facility or agree to maintain public access to the Trail but neither shall the existence of this Agreement or this term herein preclude such a requirement if it may lawfully be required.

16. Survival of Agreement

This Agreement shall survive the execution and/or registration of any other documents and agreements by the Parties unless such document or agreement expressly provides that it supersedes this Agreement or expressly modifies this Agreement.

17. Governing Law

This Licence will be governed by and interpreted in accordance with the laws of the Province of British Columbia, which is the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction with respect to all matters arising under or in respect of this Licence.

18. Time of the Essence

Time is of the essence of this Licence and will remain of the essence notwithstanding any extension of time given under or in connection with this Licence.

19. Notices

All notices under this Licence must be given in writing and delivered in accordance with this provision. The parties agree that:

- a) any notice to the Owner may be sent to the Owner's address set out in page 1 of this Licence or such other address as the Owner may notify TIRRA from time to time; and
- b) any notice to TIRRA may be sent to the address set out on page 1 of this Licence or such other address as TIRRA may notify the Owner from time to time.
- c) Notices will be sent by personal delivery, electronic transmission (including by fax) or by registered mail. Notices will be deemed to have been delivered (i) upon delivery, if delivered by hand, (ii) upon receipt, if sent by electronic transmission, or (iii) on the fifth Business Day after the mailing thereof, if sent by registered mail from a post office in British Columbia.

20. Binding Effect

This Licence is binding on the Owner, but it shall not bind the Owner's successors or assigns unless such successors or assigns agree in writing with TIRRA to be bound by this Licence.

21. Early Termination

Either the Owner or TIRRA may terminate this agreement at any time by written notice to the other with one year's advance notification. In the event that the Licence is terminated, TIRRA assumes no further responsibilities for the Trail after the termination is effective.

Notwithstanding this requirement, either party may terminate this agreement with written 30 days notice if the other party is not fulfilling its covenanted obligations in Sections 7, 8 and 9 above and attempts to resolve the problem(s) have not succeeded. In the event that the Licence is terminated, TIRRA assumes no further responsibilities for the Trail after the termination is effective.

IN WITNESS WHEREOF the Owner and TIRRA hereto have executed this Licence as of the day first above written.

SIGNED, SEALED AND DELIVERED:

By Owner in the presence of: Sherri Pepin



Witness Signs _____

Owner signature  _____

Address 438 Meadow Valley Trail

Occupation : Teacher

Owner signature  _____

Address 412 Klahowya Road

Occupation Engineer

THETIS ISLAND RESIDENTS AND RATEPAYERS ASSOCIATION

Per:

Printed name V. Walker

Signature V. Walker

~~President~~, TIRRA Trail Chair.

October 20, 2021

2021

TRAIL LICENCE AGREEMENT

THIS AGREEMENT is made as of the 11 day of June 2021,

BETWEEN:

Name Norman Kasting

Name _____

Mailing address PO Box 1-6

Thetis Island, BC V0R 2Y0

(the "Owner")

AND:

Thetis Island Residents and Ratepayers Association

PO Box 14-1, Thetis Island, BC, V0R 2Y0

("TIRRA")

WHEREAS:

- a) The Owner is the owner of the lands and premises legally described as follows:

Parcel Identifier: 159-985-2311
Lot: 1 (one)
District Lot: 10 (ten)
Plan: EPP 104342

which lands and premises have the civic addresses of _____

(this lot is hereinafter collectively referred to as the
"Owner's Lands"); and

- b) TIRRA desires to develop a system of trails for use by members of the community and by visitors to the area.
- c) In order to fulfill TIRRA's mandate of developing an integrated system of trails, TIRRA is developing some trails on private lands; and
- d) TIRRA has requested that the Owner grant TIRRA a licence (the "Licence") over the trail flagged on the Owner's Lands (the "Trail ") for purposes in accordance with the terms and conditions hereof.

TIRRA and the Owner shall jointly stake out the Trail on the ground in order to remove any ambiguity regarding its location for use and maintenance purposes.

THEREFORE in consideration of the premises, the terms and conditions herein contained the amount of \$1.00 now paid by TIRRA to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner, the parties agree as follows:

1. Definitions

- a. Trail means an area staked out by the parties and marked as a red line on the attached sketch of the Owner's lands attached hereto as Schedule A and as amended from time to time by agreement of the Parties.
- b. Limited Recreation Purposes means;
Traversing upon the Trail as a pedestrian, but not by any other means;
Engaging in the above between 8:00a.m. and 8:00p.m. or sunset, whichever comes first, in a quiet manner that will not disturb the owner or any neighbours of the Owner.

2. Grant of Licence.

The Owner hereby grants, transfers and conveys unto TIRRA the non-exclusive, right, liberty and licence for TIRRA and the general public (collectively the "Permitted Users"), to enter, use, go, return, pass and repass along, over and upon the Trail for Limited Recreational Purposes in common with the Owner and all others using the Trail but subject always to the terms and conditions set out herein.

Without limiting anything contained herein, TIRRA and the Permitted Users will not be permitted to bring motorized vehicles, or any animals other than dogs, which must be leashed, onto the Trail except with the prior written consent of the Owner.

3. Changes to the Trail Location

Any changes to the location of the Trail on the ground must be agreed to by the Owner and TIRRA and documented in a letter attached to this Agreement.

4. Term

The term of this Licence will commence on the day first above written and terminate on the day two years from such date subject to earlier termination in accordance with this Agreement. Unless either party notifies the other to the contrary, prior to the end of the two year agreement, then the Agreement will be renewed for a further two year period without the necessity of either party to take any active steps.

5. Reservations on Licence

Notwithstanding the rights hereinbefore granted, there is hereby reserved to the Owner, subject to the restrictions and limitations hereinafter set forth, the right for the Owner at all times hereafter and from time to time to temporarily interrupt the use and enjoyment of the Trail by the Permitted Users for the purposes of constructing, installing, inspecting, cleaning, maintaining, repairing, renewing, replacing, and altering the Trail, and for developing, modifying or preserving and protecting the Owner's Lands in accordance with the Owner's goals, all as the Owner may deem to be necessary or desirable in her sole and unfettered opinion.

6. Use by Owner

Nothing in this Licence will be interpreted so as to restrict or prevent the Owner from using the Owner's Lands in any manner, whether or not such use interferes with the exercise by the Permitted Users of the rights herein granted.

7. Owner's Covenants

Notwithstanding paragraph 6 the Owner covenants and agrees that

- a) TIRRA may peaceably hold and enjoy the rights herein granted respecting the Trail without hindrance, molestation or interruption on the part of the Owner. This covenant is subject to TIRRA performing and observing the terms, covenants and conditions on TIRRA's part to be performed and observed herein; and
- b) the Owner shall inform TIRRA if the Owner sells or intends to sell the Owner's Lands and shall also inform any purchaser of this Agreement and make reasonable efforts to cooperate in securing the agreement of any Purchaser to agree to the grant of a licence on the same terms as are set out herein.

8. General TIRRA Covenants

TIRRA covenants and agrees with the Owner that TIRRA will:

- a) act reasonably in the exercise by TIRRA of any of their rights hereunder and use reasonable efforts not to interfere with the Owner's Lands or the use or enjoyment thereof by the Owner or any other person;
- b) use all reasonable efforts not to damage the Owner's Lands or any improvements thereon and in the event of any such damage whether caused by TIRRA or the Permitted Users, TIRRA will restore the damaged lands or improvements to their previous condition or, where restoration is not possible, compensate the Owner for any unrestored damage;
- c) not remove any trees from the Owner's Lands without the Owner's prior written permission; and
- d) not use chain saws and power equipment on the Lands during periods of high fire risk.

9. TIRRA's Covenants Respecting the Trail

With respect to the trail TIRRA specifically covenants and agrees with the owner that TIRRA will:

- (a) use and occupy, and permit only Permitted Users to use and occupy, the Trail solely for the purposes for which the Licence is granted as set out in Section 1 of this Agreement;
- (b) use its best efforts to promote responsible use of the trail in compliance with the terms of the agreement through educating the public and posting warnings and notices on the trail to indicate that parties and similar gatherings, camping, and other usages which in any way cause a nuisance to the Owner or neighbours are prohibited;
- (c) observe, abide by and comply with, as applicable, all applicable permits, laws, bylaws, orders and regulations of any applicable governmental or regulatory authority in any way affecting the Trail or any improvements, equipment or facilities located thereon;
- (d) keep the Trail in a safe and clean condition;
- (e) improve and maintain the Trail at TIRRA's sole cost and expense;
- (f) not remove or construct any new trails or relocate the trails existing as of the date hereof, without the Owner's prior written consent which consent may be arbitrarily withheld;
- (g) post signs at the point where the Trail begins and ends on the Owner's Lands, at its sole cost and expense, advising the Permitted Users that the Trail is on private property and advising of the proper and safe use of the Trail, will remove such signs upon the termination of this Licence; and

10. Risks

TIRRA hereby accepts all risks associated with TIRRA's use and occupation of the Trail and the use of the Trail by the Permitted Users, at TIRRA's own risk, and TIRRA for itself and other Permitted Users, hereby releases and discharges the Owner from any and all responsibility and liability, whether arising in tort, contract or otherwise, in respect of any and all loss, damage, personal and property injury and death arising out of the use and occupation of the Trail by the TIRRA or other Permitted Users, or arising out of or attributable to the state or condition of the Trail.

11. Indemnity

TIRRA will and does hereby indemnify and save harmless the Owner from all liabilities, damages, costs, claims, suits and actions of any nature whatsoever and whenever occurring arising directly or indirectly out of the exercise by TIRRA or any other Permitted User (except those arising from the Owner's own fault or negligence) of the rights herein granted or the breach or non-performance of any covenant or obligation of TIRRA contained in this Agreement.

12. Insurance

TIRRA will obtain, pay for, and maintain in force, during the term of this agreement, a general liability insurance policy with respect to TIRRA's use and occupation of the Trail, and will name the Owner as an additional insured. This insurance policy will insure against bodily injury, including death, and property damage arising out of such use and occupation of the Trail under this Licence. In the event that the insurance is allowed to lapse, this Licence will immediately come to an end.

13. Amendment

This Licence may only be amended by an agreement in writing signed by TIRRA and the Owner. No modification or amendment of any provision of this Licence will be inferred from anything done or omitted by any of the parties except by an express agreement in writing duly executed and delivered by all of the parties.

14. No Waiver

No condoning, excusing or overlooking of any default nor any delay in proceeding or failure to proceed in the case of any default under this Licence will operate as a waiver of or otherwise affect in any way any rights or remedies under this Licence or at law. No waiver of any rights or remedies will be inferred from anything done or omitted to be done by any party except by an express waiver in writing. No waiver in respect of any matter or thing will operate as a waiver in respect of any other matter or thing.

15. Not a Highway

The parties acknowledge and agree that:

- (a) no part of the Lands shall be or shall be deemed to be a "highway" or a public road or public facility as a result of expenditures by TIRRA, any public body, or Person (corporate or individual) during the term or any renewal thereof; and
- (b) in the event the Owner in the future seeks subdivision or development approval of its Lands, the presence of the Trail or its prior availability to the Permitted Users shall not require that Owner to dedicate same as a public facility or agree to maintain public access to the Trail but neither shall the existence of this Agreement or this term herein preclude such a requirement if it may lawfully be required.

16. Survival of Agreement

This Agreement shall survive the execution and/or registration of any other documents and agreements by the Parties unless such document or agreement expressly provides that it supersedes this Agreement or expressly modifies this Agreement.

17. Governing Law

This Licence will be governed by and interpreted in accordance with the laws of the Province of British Columbia, which is the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction with respect to all matters arising under or in respect of this Licence.

18. Time of the Essence

Time is of the essence of this Licence and will remain of the essence notwithstanding any extension of time given under or in connection with this Licence.

19. Notices

All notices under this Licence must be given in writing and delivered in accordance with this provision. The parties agree that:

- a) any notice to the Owner may be sent to the Owner's address set out in page 1 of this Licence or such other address as the Owner may notify TIRRA from time to time; and
- b) any notice to TIRRA may be sent to the address set out on page 1 of this Licence or such other address as TIRRA may notify the Owner from time to time.
- c) Notices will be sent by personal delivery, electronic transmission (including by fax) or by registered mail. Notices will be deemed to have been delivered (i) upon delivery, if delivered by hand, (ii) upon receipt, if sent by electronic transmission, or (iii) on the fifth Business Day after the mailing thereof, if sent by registered mail from a post office in British Columbia.

20. Binding Effect

This Licence is binding on the Owner, but it shall not bind the Owner's successors or assigns unless such successors or assigns agree in writing with TIRRA to be bound by this Licence.

21. Early Termination

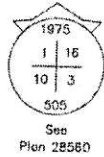
Either the Owner or TIRRA may terminate this agreement at any time by written notice to the other with one year's advance notification. In the event that the Licence is terminated, TIRRA assumes no further responsibilities for the Trail after the termination is effective.

Notwithstanding this requirement, either party may terminate this agreement with written 30 days notice if the other party is not fulfilling its covenanted obligations in Sections 7, 8 and 9 above and attempts to resolve the problem(s) have not succeeded. In the event that the Licence is terminated, TIRRA assumes no further responsibilities for the Trail after the termination is effective.

Hunter
B
Plan VIP53313
See Detail 4
Road
Trail
Meadow Valley
DL 16
Strata Plan
VIS5168

Norm
Kasting

Bill & Ann
Dickie



Current
Trail

10

B
Plan
VIP53313
90°
148.99

1
23.0 ha

Dedicated
as Road

Robert,
Colleen
Wendy
Kasting

Rem A
Plan 32591
DL 3

Road
Allowance

Min. Transportation
& Infrastructure
(MOTI)

Rem Pol B
DD 77454-1)

Dedicated
as Road
0.373 ha

See
Detail 3

A
Plan
41948

Fire Hall

School / Community
Centre

IN WITNESS WHEREOF the Owner and TIRRA hereto have executed this Licence as of the day first above written.

SIGNED, SEALED AND DELIVERED:

By Owner in the presence of: Anna Colpitts

Witness Signs Anna Colpitts

Owner signature [Signature]

Address 288 Forbes Road

Occupation Retired

Owner signature _____

Address _____

Occupation _____

THETIS ISLAND RESIDENTS AND RATEPAYERS ASSOCIATION

Per: Vicki Walker
Printed name

Signature V. Walker

~~President, TIRRA~~ Trail Chair

2016

TRAIL LICENCE AGREEMENT

THIS AGREEMENT is made as of the 9TH day of SEP 2016,
BETWEEN:

Name NOAH BOWD

Name ELISABETH BOWD

Mailing address PO Box 6-6

Thetis Island, BC V0R 2Y0

(the "Owner")

AND:

Thetis Island Residents and Ratepayers Association

PO Box 14-1, Thetis Island, BC, V0R 2Y0

("TIRRA")

WHEREAS:

- a) The Owner is the owner of the lands and premises legally described as follows:

Parcel Identifier: 900-405-027

Lot: LOT 1

District Lot: 3 COWICHAN LAND DISTRICT DL 11, 12

Plan: VIP 36426

which lands and premises have the civic addresses of 90 PILNEY POINT RD

(this lot is hereinafter collectively referred to as the
"Owner's Lands"); and

- b) TIRRA desires to develop a system of trails for use by members of the community and by visitors to the area.
- c) In order to fulfill TIRRA's mandate of developing an integrated system of trails, TIRRA is developing some trails on private lands; and
- d) TIRRA has requested that the Owner grant TIRRA a licence (the "Licence") over the trail flagged on the Owner's Lands (the "Trail") for purposes in accordance with the terms and conditions hereof.

TIRRA and the Owner shall jointly stake out the Trail on the ground in order to remove any ambiguity regarding its location for use and maintenance purposes.

THEREFORE in consideration of the premises, the terms and conditions herein contained the amount of \$1.00 now paid by TIRRA to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner, the parties agree as follows:

1. Definitions

- a. Trail means an area staked out by the parties and marked as a red line on the attached sketch of the Owner's lands attached hereto as Schedule A and as amended from time to time by agreement of the Parties.**
- b. Limited Recreation Purposes means;**
Traversing upon the Trail as a pedestrian, but not by any other means;
Engaging in the above between 8:00a.m. and 8:00p.m. or sunset, whichever comes first, in a quiet manner that will not disturb the owner or any neighbours of the Owner.

2. Grant of Licence.

The Owner hereby grants, transfers and conveys unto TIRRA the non-exclusive, right, liberty and licence for TIRRA and the general public (collectively the "Permitted Users"), to enter, use, go, return, pass and repass along, over and upon the Trail for Limited Recreational Purposes in common with the Owner and all others using the Trail but subject always to the terms and conditions set out herein.

Without limiting anything contained herein, TIRRA and the Permitted Users will not be permitted to bring motorized vehicles, or any animals other than dogs, which must be leashed, onto the Trail except with the prior written consent of the Owner.

3. Changes to the Trail Location

Any changes to the location of the Trail on the ground must be agreed to by the Owner and TIRRA and documented in a letter attached to this Agreement.

4. Term

The term of this Licence will commence on the day first above written and terminate on the day two years from such date subject to earlier termination in accordance with this Agreement. Unless either party notifies the other to the contrary, prior to the end of the two year agreement, then the Agreement will be renewed for a further two year period without the necessity of either party to take any active steps.

5. Reservations on Licence

Notwithstanding the rights hereinbefore granted, there is hereby reserved to the Owner, subject to the restrictions and limitations hereinafter set forth, the right for the Owner at all times hereafter and from time to time to temporarily interrupt the use and enjoyment of the Trail by the Permitted Users for the purposes of constructing, installing, inspecting, cleaning, maintaining, repairing, renewing, replacing, and altering the Trail, and for developing, modifying or preserving and protecting the Owner's Lands in accordance with the Owner's goals, all as the Owner may deem to be necessary or desirable in her sole and unfettered opinion.

6. Use by Owner

Nothing in this Licence will be interpreted so as to restrict or prevent the Owner from using the Owner's Lands in any manner, whether or not such use interferes with the exercise by the Permitted Users of the rights herein granted.

7. Owner's Covenants

Notwithstanding paragraph 6 the Owner covenants and agrees that

- a) TIRRA may peaceably hold and enjoy the rights herein granted respecting the Trail without hindrance, molestation or interruption on the part of the Owner. This covenant is subject to TIRRA performing and observing the terms, covenants and conditions on TIRRA's part to be performed and observed herein; and
- b) the Owner shall inform TIRRA if the Owner sells or intends to sell the Owner's Lands and shall also inform any purchaser of this Agreement and make reasonable efforts to cooperate in securing the agreement of any Purchaser to agree to the grant of a licence on the same terms as are set out herein.

8. General TIRRA Covenants

TIRRA covenants and agrees with the Owner that TIRRA will:

- a) act reasonably in the exercise by TIRRA of any of their rights hereunder and use reasonable efforts not to interfere with the Owner's Lands or the use or enjoyment thereof by the Owner or any other person;
- b) use all reasonable efforts not to damage the Owner's Lands or any improvements thereon and in the event of any such damage whether caused by TIRRA or the Permitted Users, TIRRA will restore the damaged lands or improvements to their previous condition or, where restoration is not possible, compensate the Owner for any unrestored damage;
- c) not remove any trees from the Owner's Lands without the Owner's prior written permission; and
- d) not use chain saws and power equipment on the Lands during periods of high fire risk.

9. TIRRA's Covenants Respecting the Trail

With respect to the trail TIRRA specifically covenants and agrees with the owner that TIRRA will:

- (a) use and occupy, and permit only Permitted Users to use and occupy, the Trail solely for the purposes for which the Licence is granted as set out in Section 1 of this Agreement;
- (b) use its best efforts to promote responsible use of the trail in compliance with the terms of the agreement through educating the public and posting warnings and notices on the trail to indicate that parties and similar gatherings, camping, and other usages which in any way cause a nuisance to the Owner or neighbours are prohibited;
- (c) observe, abide by and comply with, as applicable, all applicable permits, laws, bylaws, orders and regulations of any applicable governmental or regulatory authority in any way affecting the Trail or any improvements, equipment or facilities located thereon;
- (d) keep the Trail in a safe and clean condition;
- (e) improve and maintain the Trail at TIRRA's sole cost and expense;
- (f) not remove or construct any new trails or relocate the trails existing as of the date hereof, without the Owner's prior written consent which consent may be arbitrarily withheld;
- (g) post signs at the point where the Trail begins and ends on the Owner's Lands, at its sole cost and expense, advising the Permitted Users that the Trail is on private property and advising of the proper and safe use of the Trail, will remove such signs upon the termination of this Licence; and

10. Risks

TIRRA hereby accepts all risks associated with TIRRA's use and occupation of the Trail and the use of the Trail by the Permitted Users, at TIRRA's own risk, and TIRRA for itself and other Permitted Users, hereby releases and discharges the Owner from any and all responsibility and liability, whether arising in tort, contract or otherwise, in respect of any and all loss, damage, personal and property injury and death arising out of the use and occupation of the Trail by the TIRRA or other Permitted Users, or arising out of or attributable to the state or condition of the Trail.

11. Indemnity

TIRRA will and does hereby indemnify and save harmless the Owner from all liabilities, damages, costs, claims, suits and actions of any nature whatsoever and whenever occurring arising directly or indirectly out of the exercise by TIRRA or any other Permitted User (except those arising from the Owner's own fault or negligence) of the rights herein granted or the breach or non-performance of any covenant or obligation of TIRRA contained in this Agreement.

12. Insurance

TIRRA will obtain, pay for, and maintain in force, during the term of this agreement, a general liability insurance policy with respect to TIRRA's use and occupation of the Trail, and will name the Owner as an additional insured. This insurance policy will insure against bodily injury, including death, and property damage arising out of such use and occupation of the Trail under this Licence. In the event that the insurance is allowed to lapse, this Licence will immediately come to an end.

13. Amendment

This Licence may only be amended by an agreement in writing signed by TIRRA and the Owner. No modification or amendment of any provision of this Licence will be inferred from anything done or omitted by any of the parties except by an express agreement in writing duly executed and delivered by all of the parties.

14. No Waiver

No condoning, excusing or overlooking of any default nor any delay in proceeding or failure to proceed in the case of any default under this Licence will operate as a waiver of or otherwise affect in any way any rights or remedies under this Licence or at law. No waiver of any rights or remedies will be inferred from anything done or omitted to be done by any party except by an express waiver in writing. No waiver in respect of any matter or thing will operate as a waiver in respect of any other matter or thing.

15. Not a Highway

The parties acknowledge and agree that:

- (a) no part of the Lands shall be or shall be deemed to be a "highway" or a public road or public facility as a result of expenditures by TIRRA, any public body, or Person (corporate or individual) during the term or any renewal thereof; and
- (b) in the event the Owner in the future seeks subdivision or development approval of its Lands, the presence of the Trail or its prior availability to the Permitted Users shall not require that Owner to dedicate same as a public facility or agree to maintain public access to the Trail but neither shall the existence of this Agreement or this term herein preclude such a requirement if it may lawfully be required.

16. Survival of Agreement

This Agreement shall survive the execution and/or registration of any other documents and agreements by the Parties unless such document or agreement expressly provides that it supersedes this Agreement or expressly modifies this Agreement.

17. Governing Law

This Licence will be governed by and interpreted in accordance with the laws of the Province of British Columbia, which is the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction with respect to all matters arising under or in respect of this Licence.

18. Time of the Essence

Time is of the essence of this Licence and will remain of the essence notwithstanding any extension of time given under or in connection with this Licence.

19. Notices

All notices under this Licence must be given in writing and delivered in accordance with this provision. The parties agree that:

- a) any notice to the Owner may be sent to the Owner's address set out in page 1 of this Licence or such other address as the Owner may notify TIRRA from time to time; and
- b) any notice to TIRRA may be sent to the address set out on page 1 of this Licence or such other address as TIRRA may notify the Owner from time to time.
- c) Notices will be sent by personal delivery, electronic transmission (including by fax) or by registered mail. Notices will be deemed to have been delivered (i) upon delivery, if delivered by hand, (ii) upon receipt, if sent by electronic transmission, or (iii) on the fifth Business Day after the mailing thereof, if sent by registered mail from a post office in British Columbia.

20. Binding Effect

This Licence is binding on the Owner, but it shall not bind the Owner's successors or assigns unless such successors or assigns agree in writing with TIRRA to be bound by this Licence.

21. Early Termination

Either the Owner or TIRRA may terminate this agreement at any time by written notice to the other with one year's advance notification. In the event that the Licence is terminated, TIRRA assumes no further responsibilities for the Trail after the termination is effective.

Notwithstanding this requirement, either party may terminate this agreement with written 30 days notice if the other party is not fulfilling its covenanted obligations in Sections 7, 8 and 9 above and attempts to resolve the problem(s) have not succeeded. In the event that the Licence is terminated, TIRRA assumes no further responsibilities for the Trail after the termination is effective.

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IN WITNESS WHEREOF the Owner and TIRRA hereto have executed this Licence as of the day first above written.

SIGNED, SEALED AND DELIVERED:)

By Owner in the presence of:)

Amy K. L.)

Witness Signs)

E. Bal)

[Signature]) OWNER

ADDRESS)

FARMERS)

OCCUPATION)

THETIS ISLAND RESIDENTS AND RATEPAYERS ASSOCIATION

Per:

[Signature]

2016

Thetis Island Trail Licence Agreement

THIS AGREEMENT is made as of the 18 day of August 2016,

BETWEEN:

William (Bill) & Ann Dickie
294 Mission Road
PO Box 3 - 6
Thetis Island, BC
V0R 2Y0
(the "Owner")

AND:

Thetis Island Residents and Ratepayers Association
PO Box 14-1
Thetis Island, BC
V0R 2Y0
("TIRRA")

WHEREAS:

A. The Owner is the owner of the lands and premises legally described as follows:

Parcel Identifier: 000-162-442

Lot: A

District Lot: 10 & 3 Except Plan 32940 & 38143

Plan: VIP 32591

THETIS ISLAND
SEE 08587.650

which lands and premises have the civic addresses of

294 Mission Road, Thetis Island, BC

(this lot is hereinafter collectively referred to as the "Owner's Lands")

and

- B. TIRRA desires to develop a system of trails for use by members of the community and by visitors to the area.**
- C. In order to fulfill TIRRA's mandate of developing an integrated system of trails, TIRRA is developing some trails on private lands; and**
- D. TIRRA has requested that the Owner grant TIRRA a licence (the "Licence") over the trail flagged on the Owner's Lands (the "Trail ") for purposes in accordance with the terms and conditions hereof.**

TIRRA and the Owner shall jointly stake out the Trail on the ground in order to remove any ambiguity regarding its location for use and maintenance purposes.

THEREFORE in consideration of the premises, the terms and conditions herein contained the amount of \$1.00 now paid by TIRRA to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner, the parties agree as follows:

1. Definitions

- a. Trail means an area staked out by the parties and marked as a red line on the attached sketch of the Owner's lands attached hereto as Schedule A and as amended from time to time by agreement of the Parties.
- b. Limited Recreation Purposes means
 - i. Traversing upon the Trail as a pedestrian, but not by any other means;
 - ii. Engaging in the above between 8:00am and 8:00pm or sunset, whichever comes first, in a quiet manner that will not disturb the owner or any neighbours of the Owner.

2. Grant of Licence.

The Owner hereby grants, transfers and conveys unto TIRRA the non-exclusive, right, liberty and licence for TIRRA and the general public (collectively the "Permitted Users"), to enter, use, go, return, pass and repass along, over and upon the Trail for Limited Recreational Purposes in common with the Owner and all others using the Trail but subject always to the terms and conditions set out herein.

Without limiting anything contained herein, TIRRA and the Permitted Users will not be permitted to bring motorized vehicles, or any animals other than dogs, which must be leashed, onto the Trail except with the prior written consent of the Owner.

3. Changes to the Trail Location

Any changes to the location of the Trail on the ground must be agreed to by the Owner and TIRRA and documented in a letter attached to this Agreement.

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1) 5. Reservations on Licence

Notwithstanding the rights hereinbefore granted, there is hereby reserved to the Owner, subject to the restrictions and limitations hereinafter set forth, the right for the Owner at all times hereafter and from time to time to temporarily interrupt the use and enjoyment of the Trail by the Permitted Users for the purposes of constructing, installing, inspecting, cleaning, maintaining, repairing, renewing, replacing, and altering the Trail, and for developing, modifying or preserving and protecting the Owner's Lands in accordance with the Owner's goals, all as the Owner may deem to be necessary or desirable in her sole and unfettered opinion.

6. Use by Owner

Nothing in this Licence will be interpreted so as to restrict or prevent the Owner from using the Owner's Lands in any manner, whether or not such use interferes with the exercise by the Permitted Users of the rights herein granted.

7. Owner's Covenants

Notwithstanding paragraph 6 the Owner covenants and agrees that:

TIRRA may peaceably hold and enjoy the rights herein granted respecting the Trail without hindrance, molestation or interruption on the part of the Owner. This covenant is subject to TIRRA performing and observing the terms, covenants and conditions on TIRRA's part to be performed and observed herein; and

the Owner shall inform TIRRA if the Owner sells or intends to sell the Owner's Lands and shall also inform any purchaser of this Agreement and make reasonable efforts to cooperate in securing the agreement of any Purchaser to agree to the grant of a licence on the same terms as are set out herein.

8. General TIRRA Covenants

TIRRA covenants and agrees with the Owner that TIRRA will:

- (a) act reasonably in the exercise by TIRRA of any of their rights hereunder and use reasonable efforts not to interfere with the Owner's Lands or the use or enjoyment thereof by the Owner or any other person;
- (b) use all reasonable efforts not to damage the Owner's Lands or any improvements thereon and in the event of any such damage whether caused by TIRRA or the Permitted Users, TIRRA will restore the damaged lands or improvements to their previous condition or, where restoration is not possible, compensate the Owner for any unrestored damage;
- (c) not remove any trees from the Owner's Lands without the Owner's prior written permission; and
- (d) not use chain saws and power equipment on the Lands during periods of high fire risk.

9. TIRRA's Covenants Respecting the Trail

With respect to the trail TIRRA specifically covenants and agrees with the owner that TIRRA will:

- (a) use and occupy, and permit only Permitted Users to use and occupy, the Trail solely for the purposes for which the Licence is granted as set out in Section 1 of this Agreement;
- (b) use its best efforts to promote responsible use of the trail in compliance with the terms of the agreement through educating the public and posting warnings and notices on the trail to indicate that parties and similar gatherings, camping, and other usages which in any way cause a nuisance to the Owner or neighbours are prohibited;

- (c) observe, abide by and comply with, as applicable, all applicable permits, laws, bylaws, orders and regulations of any applicable governmental or regulatory authority in any way affecting the Trail or any improvements, equipment or facilities located thereon;
- (d) keep the Trail in a safe and clean condition;
- (e) improve and maintain the Trail at TIRRA's sole cost and expense;
- (f) not remove or construct any new trails or relocate the trails existing as of the date hereof, without the Owner's prior written consent which consent may be arbitrarily withheld;
- (g) post signs at the point where the Trail begins and ends on the Owner's Lands, at its sole cost and expense, advising the Permitted Users that the Trail is on private property and advising of the proper and safe use of the Trail, will remove such signs upon the termination of this Licence;

and

10. Risks

TIRRA hereby accepts all risks associated with TIRRA's use and occupation of the Trail and the use of the Trail by the Permitted Users, at TIRRA's own risk, and TIRRA for itself and other Permitted Users, hereby releases and discharges the Owner from any and all responsibility and liability, whether arising in tort, contract or otherwise, in respect of any and all loss, damage, personal and property injury and death arising out of the use and occupation of the Trail by the TIRRA or other Permitted Users, or arising out of or attributable to the state or condition of the Trail.

11. Indemnity

TIRRA will and does hereby indemnify and save harmless the Owner from all liabilities, damages, costs, claims, suits and actions of any nature whatsoever and whenever occurring arising directly or indirectly out of the exercise by TIRRA or any other Permitted User (except those arising from the Owner's own fault or negligence) of the rights herein granted or the breach or non-performance of any covenant or obligation of TIRRA contained in this Agreement.

12. Insurance

TIRRA will obtain, pay for, and maintain in force, during the term of this agreement, a general liability insurance policy with respect to TIRRA's use and occupation of the Trail, and will name the Owner as an additional insured. This insurance policy will insure against bodily injury, including death, and property damage arising out of such use and occupation of the Trail under this Licence. In the event that the insurance is allowed to lapse, this Licence will immediately come to an end.

13. Amendment

This Licence may only be amended by an agreement in writing signed by TIRRA and the Owner. No modification or amendment of any provision of this Licence will be inferred from anything done or omitted by any of the parties except by an express agreement in writing duly executed and delivered by all of the parties.

14. No Waiver

No condoning, excusing or overlooking of any default nor any delay in proceeding or failure to proceed in the case of any default under this Licence will operate as a waiver of or otherwise affect in any way any rights or remedies under this Licence or at law. No waiver of any rights or remedies will be inferred from anything done or omitted to be done by any party except by an express waiver in writing. No waiver in respect of any matter or thing will operate as a waiver in respect of any other matter or thing.

15. Not a Highway

The parties acknowledge and agree that:

- (a) no part of the Lands shall be or shall be deemed to be a "highway" or a public road or public facility as a result of expenditures by TIRRA, any public body, or Person (corporate or individual) during the term or any renewal thereof; and
- (b) in the event the Owner in the future seeks subdivision or development approval of its Lands, the presence of the Trail or its prior availability to the Permitted Users shall not require that Owner to dedicate same as a public facility or agree to maintain public access to the Trail but neither shall the existence of this Agreement or this term herein preclude such a requirement if it may lawfully be required.

16. Survival of Agreement

This Agreement shall survive the execution and/or registration of any other documents and agreements by the Parties unless such document or agreement expressly provides that it supersedes this Agreement or expressly modifies this Agreement.

17. Governing Law

This Licence will be governed by and interpreted in accordance with the laws of the Province of British Columbia, which is the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction with respect to all matters arising under or in respect of this Licence.

18. Time of the Essence

Time is of the essence of this Licence and will remain of the essence notwithstanding any extension of time given under or in connection with this Licence.

19. Notices

All notices under this Licence must be given in writing and delivered in accordance with this provision. The parties agree that:

- (a) any notice to the Owner may be sent to the Owner's address set out in page 1 of this Licence or such other address as the Owner may notify TIRRA from time to time; and
- (b) any notice to TIRRA may be sent to the address set out on page 1 of this Licence or such other address as TIRRA may notify the Owner from time to time.

Notices will be sent by personal delivery, electronic transmission (including by fax) or by registered mail. Notices will be deemed to have been delivered (i) upon delivery, if delivered by hand, (ii) upon receipt, if sent by electronic transmission, or (iii) on the fifth Business Day after the mailing thereof, if sent by registered mail from a post office in British Columbia.

20. Binding Effect

This Licence is binding on the Owner, but it shall not bind the Owner's successors or assigns unless such successors or assigns agree in writing with TIRRA to be bound by this Licence.

21. Early Termination

Either the Owner or TIRRA may terminate this agreement at any time by written notice to the other with one year's advance notification. In the event that the Licence is terminated, TIRRA assumes no further responsibilities for the Trail after the termination is effective. Notwithstanding this requirement, either party may terminate this agreement with written 30 days notice if the other party is not fulfilling its covenanted obligations in Sections 7, 8 and 9 above and attempts to resolve the problem(s) have not succeeded. In the event that the Licence is terminated, TIRRA assumes no further responsibilities for the Trail after the termination is effective.

IN WITNESS WHEREOF the Owner and TIRRA hereto have executed this Licence as of the day first above written.

SIGNED, SEALED AND DELIVERED:

By Owner in the presence of: Vicki Walker

Witness Signs V. Walker

Owner signature [Signature]

Address 294 Mission Road, Thetis Is BC

Occupation Caterer/Farmer

Owner signature [Signature]

Address 294 MISSION RD, THETIS IS. B.C.

Occupation FERRY MATE

THETIS ISLAND RESIDENTS AND RATEPAYERS ASSOCIATION

Per:

Printed name STU DOWNEY

Signature [Signature]
President, TIRRA

BR
VW
AD

2016

TRAIL LICENCE AGREEMENT

THIS AGREEMENT is made as of the 15 day of November 2016,

BETWEEN:

Name Meadow Valley Properties Strata VIS 5168

Name Stephanie Cottell, Strata Chair

Mailing address PO Box 18-2 Thetis Island, BC V0R 2Y0

Thetis Island, BC V0R 2Y0

(the "Owner")

AND:

Thetis Island Residents and Ratepayers Association

PO Box 14-1, Thetis Island, BC, V0R 2Y0

(**"TIRRA"**)

WHEREAS:

- a) The Owner is the owner of the lands and premises legally described as follows:

Parcel Identifier: NO PID

Lot: Lot A

District Lot: 16 Thetis Island Cowichan District

Plan: Strata Plan VIS 5168

which lands and premises have the civic addresses of

Thetis Island, BC V0R 2Y0

(this lot is hereinafter collectively referred to as the
"Owner's Lands"); and

- b) TIRRA desires to develop a system of trails for use by members of the community and by visitors to the area.
- c) In order to fulfill TIRRA's mandate of developing an integrated system of trails, TIRRA is developing some trails on private lands; and
- d) TIRRA has requested that the Owner grant TIRRA a licence (the "Licence") over the trail flagged on the Owner's Lands (the "Trail") for purposes in accordance with the terms and conditions hereof.

TIRRA and the Owner shall jointly stake out the Trail on the ground in order to remove any ambiguity regarding its location for use and maintenance purposes.

THEREFORE in consideration of the premises, the terms and conditions herein contained the amount of \$1.00 now paid by TIRRA to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner, the parties agree as follows:

1. Definitions

- a. Trail means an area staked out by the parties and marked as a red line on the attached sketch of the Owner's lands attached hereto as Schedule A and as amended from time to time by agreement of the Parties.
- b. Limited Recreation Purposes means;
Traversing upon the Trail as a pedestrian, but not by any other means;
Engaging in the above between 8:00a.m. and 8:00p.m. or sunset, whichever comes first, in a quiet manner that will not disturb the owner or any neighbours of the Owner.

2. Grant of Licence.

The Owner hereby grants, transfers and conveys unto TIRRA the non-exclusive, right, liberty and licence for TIRRA and the general public (collectively the "Permitted Users"), to enter, use, go, return, pass and repass along, over and upon the Trail for Limited Recreational Purposes in common with the Owner and all others using the Trail but subject always to the terms and conditions set out herein.

Without limiting anything contained herein, TIRRA and the Permitted Users will not be permitted to bring motorized vehicles, or any animals other than dogs, which must be leashed, onto the Trail except with the prior written consent of the Owner.

3. Changes to the Trail Location

Any changes to the location of the Trail on the ground must be agreed to by the Owner and TIRRA and documented in a letter attached to this Agreement.

4. Term

The term of this Licence will commence on the day first above written and terminate on the day two years from such date subject to earlier termination in accordance with this Agreement. Unless either party notifies the other to the contrary, prior to the end of the two year agreement, then the Agreement will be renewed for a further two year period without the necessity of either party to take any active steps.

5. Reservations on Licence

Notwithstanding the rights hereinbefore granted, there is hereby reserved to the Owner, subject to the restrictions and limitations hereinafter set forth, the right for the Owner at all times hereafter and from time to time to temporarily interrupt the use and enjoyment of the Trail by the Permitted Users for the purposes of constructing, installing, inspecting, cleaning, maintaining, repairing, renewing, replacing, and altering the Trail, and for developing, modifying or preserving and protecting the Owner's Lands in accordance with the Owner's goals, all as the Owner may deem to be necessary or desirable in her sole and unfettered opinion.

6. Use by Owner

Nothing in this Licence will be interpreted so as to restrict or prevent the Owner from using the Owner's Lands in any manner, whether or not such use interferes with the exercise by the Permitted Users of the rights herein granted.

7. Owner's Covenants

Notwithstanding paragraph 6 the Owner covenants and agrees that

- a) TIRRA may peaceably hold and enjoy the rights herein granted respecting the Trail without hindrance, molestation or interruption on the part of the Owner. This covenant is subject to TIRRA performing and observing the terms, covenants and conditions on TIRRA's part to be performed and observed herein; and
- b) the Owner shall inform TIRRA if the Owner sells or intends to sell the Owner's Lands and shall also inform any purchaser of this Agreement and make reasonable efforts to cooperate in securing the agreement of any Purchaser to agree to the grant of a licence on the same terms as are set out herein.

8. General TIRRA Covenants

TIRRA covenants and agrees with the Owner that TIRRA will:

- a) act reasonably in the exercise by TIRRA of any of their rights hereunder and use reasonable efforts not to interfere with the Owner's Lands or the use or enjoyment thereof by the Owner or any other person;
- b) use all reasonable efforts not to damage the Owner's Lands or any improvements thereon and in the event of any such damage whether caused by TIRRA or the Permitted Users, TIRRA will restore the damaged lands or improvements to their previous condition or, where restoration is not possible, compensate the Owner for any unrestored damage;
- c) not remove any trees from the Owner's Lands without the Owner's prior written permission; and
- d) not use chain saws and power equipment on the Lands during periods of high fire risk.

9. TIRRA's Covenants Respecting the Trail

With respect to the trail TIRRA specifically covenants and agrees with the owner that TIRRA will:

- (a) use and occupy, and permit only Permitted Users to use and occupy, the Trail solely for the purposes for which the Licence is granted as set out in Section 1 of this Agreement;
- (b) use its best efforts to promote responsible use of the trail in compliance with the terms of the agreement through educating the public and posting warnings and notices on the trail to indicate that parties and similar gatherings, camping, and other usages which in any way cause a nuisance to the Owner or neighbours are prohibited;
- (c) observe, abide by and comply with, as applicable, all applicable permits, laws, bylaws, orders and regulations of any applicable governmental or regulatory authority in any way affecting the Trail or any improvements, equipment or facilities located thereon;
- (d) keep the Trail in a safe and clean condition;
- (e) improve and maintain the Trail at TIRRA's sole cost and expense;
- (f) not remove or construct any new trails or relocate the trails existing as of the date hereof, without the Owner's prior written consent which consent may be arbitrarily withheld;
- (g) post signs at the point where the Trail begins and ends on the Owner's Lands, at its sole cost and expense, advising the Permitted Users that the Trail is on private property and advising of the proper and safe use of the Trail, will remove such signs upon the termination of this Licence; and

10. Risks

TIRRA hereby accepts all risks associated with TIRRA's use and occupation of the Trail and the use of the Trail by the Permitted Users, at TIRRA's own risk, and TIRRA for itself and other Permitted Users, hereby releases and discharges the Owner from any and all responsibility and liability, whether arising in tort, contract or otherwise, in respect of any and all loss, damage, personal and property injury and death arising out of the use and occupation of the Trail by the TIRRA or other Permitted Users, or arising out of or attributable to the state or condition of the Trail.

11. Indemnity

TIRRA will and does hereby indemnify and save harmless the Owner from all liabilities, damages, costs, claims, suits and actions of any nature whatsoever and whenever occurring arising directly or indirectly out of the exercise by TIRRA or any other Permitted User (except those arising from the Owner's own fault or negligence) of the rights herein granted or the breach or non-performance of any covenant or obligation of TIRRA contained in this Agreement.

12. Insurance

TIRRA will obtain, pay for, and maintain in force, during the term of this agreement, a general liability insurance policy with respect to TIRRA's use and occupation of the Trail, and will name the Owner as an additional insured. This insurance policy will insure against bodily injury, including death, and property damage arising out of such use and occupation of the Trail under this Licence. In the event that the insurance is allowed to lapse, this Licence will immediately come to an end.

13. Amendment

This Licence may only be amended by an agreement in writing signed by TIRRA and the Owner. No modification or amendment of any provision of this Licence will be inferred from anything done or omitted by any of the parties except by an express agreement in writing duly executed and delivered by all of the parties.

14. No Waiver

No condoning, excusing or overlooking of any default nor any delay in proceeding or failure to proceed in the case of any default under this Licence will operate as a waiver of or otherwise affect in any way any rights or remedies under this Licence or at law. No waiver of any rights or remedies will be inferred from anything done or omitted to be done by any party except by an express waiver in writing. No waiver in respect of any matter or thing will operate as a waiver in respect of any other matter or thing.

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The parties acknowledge and agree that:

- (a) no part of the Lands shall be or shall be deemed to be a "highway" or a public road or public facility as a result of expenditures by TIRRA, any public body, or Person (corporate or individual) during the term or any renewal thereof; and**
- (b) in the event the Owner in the future seeks subdivision or development approval of its Lands, the presence of the Trail or its prior availability to the Permitted Users shall not require that Owner to dedicate same as a public facility or agree to maintain public access to the Trail but neither shall the existence of this Agreement or this term herein preclude such a requirement if it may lawfully be required.**

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This Agreement shall survive the execution and/or registration of any other documents and agreements by the Parties unless such document or agreement expressly provides that it supersedes this Agreement or expressly modifies this Agreement.

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- b) any notice to TIRRA may be sent to the address set out on page 1 of this Licence or such other address as TIRRA may notify the Owner from time to time.**
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Notwithstanding this requirement, either party may terminate this agreement with written 30 days notice if the other party is not fulfilling its covenanted obligations in Sections 7, 8 and 9 above and attempts to resolve the problem(s) have not succeeded. In the event that the Licence is terminated, TIRRA assumes no further responsibilities for the Trail after the termination is effective.

IN WITNESS WHEREOF the Owner and TIRRA hereto have executed this Licence as of the day first above written.

SIGNED, SEALED AND DELIVERED:

By Owner in the presence of: Chad Kerr

Witness Signs 

Owner signature Stephanie Gtells

Address _____

Occupation _____

Owner signature _____

Address _____

Occupation _____

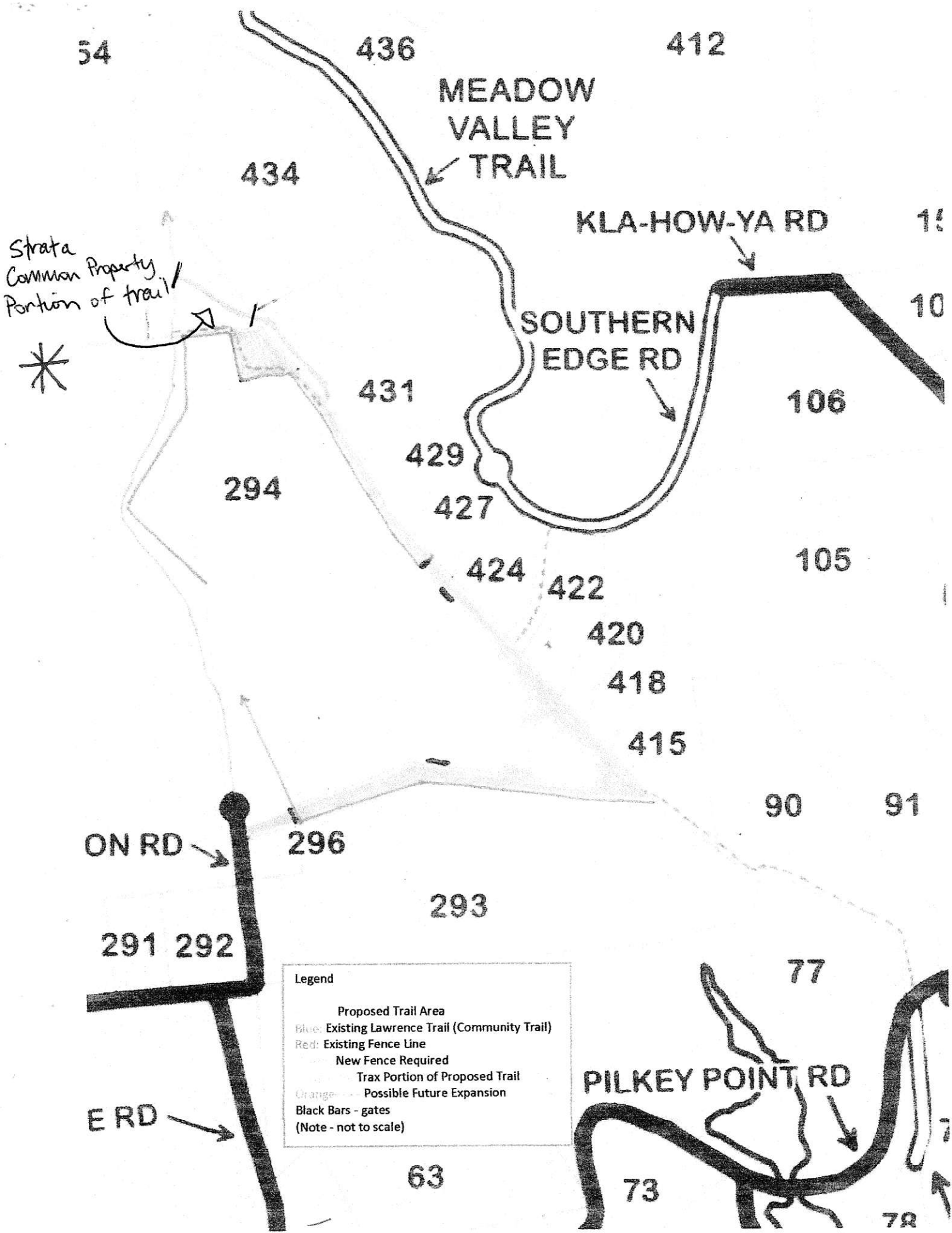
THETIS ISLAND RESIDENTS AND RATEPAYERS ASSOCIATION

Per:

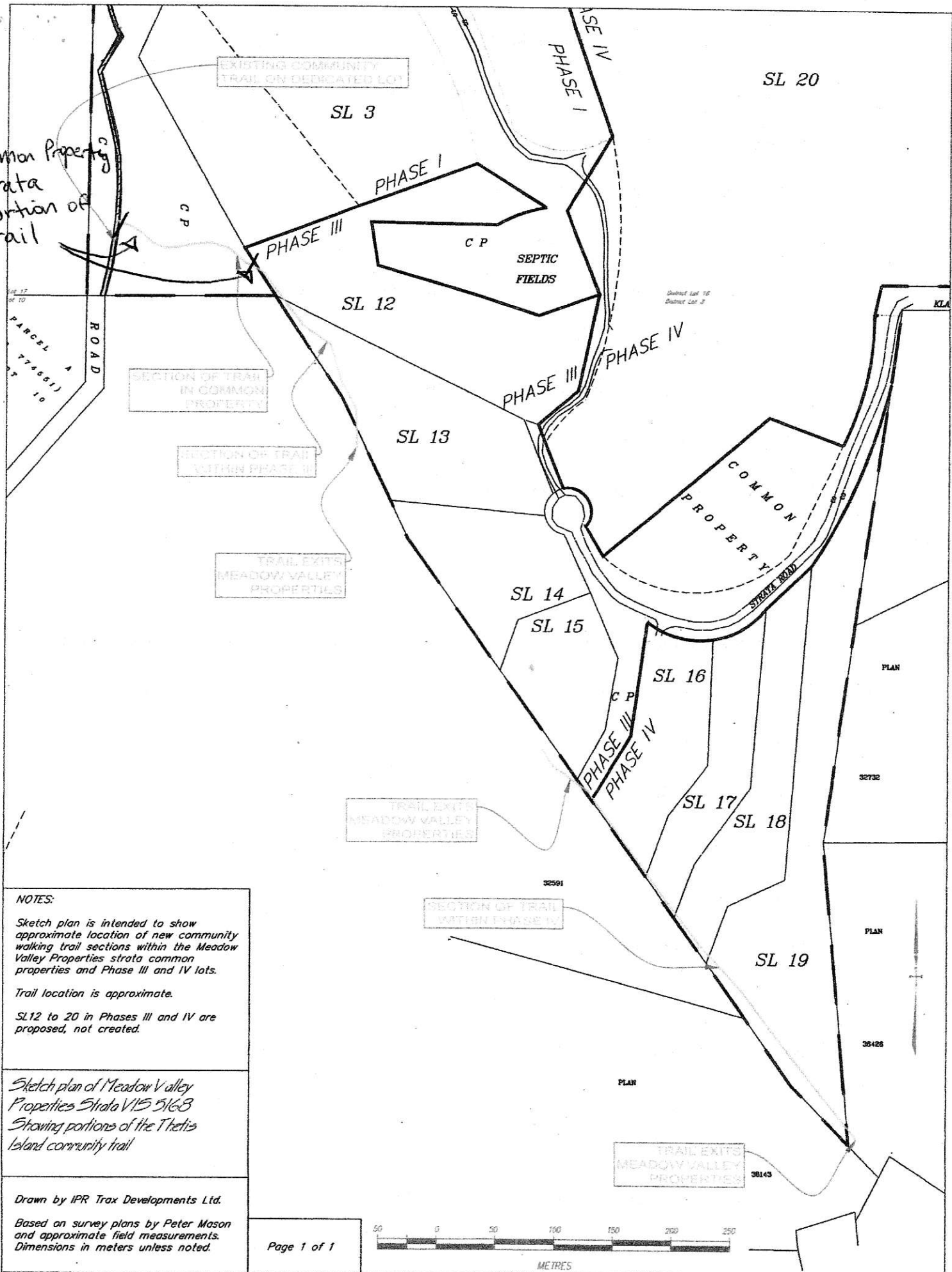
Printed name Vicki Walker

Signature V. Walker, (Chair-Trails)

President, TIRRA



Common Property
Strata
Portion of
trail



NOTES:

Sketch plan is intended to show approximate location of new community walking trail sections within the Meadow Valley Properties strata common properties and Phase III and IV lots.

Trail location is approximate.

SL12 to 20 in Phases III and IV are proposed, not created.

Sketch plan of Meadow Valley Properties Strata V15 5163 Showing portions of the Thetis Island community trail

Drawn by IPR Trax Developments Ltd.

Based on survey plans by Peter Mason and approximate field measurements. Dimensions in meters unless noted.

From: **Steph Cottell** stephanie.cottell@gmail.com
Subject: Re: Replacement Boardwalk
Date: January 17, 2021 at 12:14 PM
To: Pat English puzzlnut@telus.net



Hi Pat,

Yes, please feel free to go ahead with this plan as it simply replaces existing infrastructure using appropriate materials for the conservation covenant. Thanks so much for all your time and effort!

On Sun, Jan 17, 2021 at 8:57 AM Pat English <puzzlnut@telus.net> wrote:
Hi Steph

I just need confirmation from you/Chad that it's okay to go ahead. We won't be doing this for some time, but are busy getting supplies in order.

Pat

On Jan 10, 2021, at 12:26 PM, Steph Cottell <stephanie.cottell@gmail.com> wrote:

Great, thanks Pat and all for all your efforts!

On Sun, Jan 10, 2021 at 10:55 AM Pat English <puzzlnut@telus.net> wrote:
Hi Steph and Chad

Attached is a diagram showing the plans for the boardwalk to replace what was damaged beyond repair. Frank English and Ron Vandergaag have prepared a list of materials required to build the replacement boardwalk.

Pat English

Materials list

New:	2	cedar beams, 4" X 6" 18' long [from Ron Bannister]
	9	cedar planks 2" x 6" 12' long [from Steve Bird]
	4	cedar planks 2" x 8" 8-10 ft long [Telegraph Harbour]

Marina

	5	lbs galvanized ardox spiral nails [purchased]
	+/-12	cedar rounds approx 9" diameter, 8" high to support bridge beams and stepping platforms off bridge ends

Recycled*

6'	section of 4" x 6" beams
4'	section of 4" x 6" beams c/w
20	2" x 6" 4' long planks
25'	24" wide chicken wire stapled to deck planks

* salvaged from old bridge

<Screen Shot 2021-01-10 at 10.53.45 AM.png>