



## Facility Use Licence Grand Forks Airport

THIS LICENCE issued on 22-05-2025.

TO: Boundary Barnstormers R/C Model Flying Club  
9115 North Fork Road  
Grand Forks, BC, V0H 1H2  
  
(the "Licensee")

### WHEREAS:

- A. The Corporation of the City of Grand Forks (the "City") is the legal and beneficial owner of those lands and premises located in the City of Grand Forks and legally described as:

Grand Forks Airport  
LOT 1, PLAN KAP18181, DISTRICT LOT 534, SIMILKAMEEN DIV OF  
YALE LAND DISTRICT, EXCEPT PLAN 27119 KAP76494 EPP46274

(the "Lands")

- B. The *Licensee* wishes to use a portion of the *Lands*.
- C. The *City* wishes to grant the Facility Use for a portion of the described *Lands*, as outlined on the sketch plan attached hereto as **Schedule "A"**, (the "Licenced Area")

NOW THEREFORE, in consideration of the covenants, rents, conditions and agreements to be performed and observed:

### 1. Grant of Licence

The *City* hereby grants to the *Licensee* a non-exclusive licence to use the *Licenced Area* for the purposes of for the purpose of flying remote-controlled model airplanes.

### 2. Rent

No Rent is applicable at this time.

### **3. Term**

The term of the licence shall be for three years, commencing on May 1, 2025, and expiring on May 31, 2028. (the “**Term**”). At the discretion of Council, this Term may be extended up until May 31, 2030. Extension request must be received by April 1, 2028, to allow inclusion on a Council agenda.

### **4. Condition of the Licenced Area**

The *Licenced Area* is licenced to the *Licensee* on an “as is” basis, and the *City* makes no representation or warranties with respect to the condition of the *Licenced Area*.

### **5. Licensee’s Covenants**

The *Licensee* covenants with the *City*:

- a) To use the land for the purpose of flying remote-controlled model airplanes.
- b) To keep the lands free from additional permanent structures;
- c) Not to damage City infrastructure through the use of anchors, tent pegs, etc.
- d) Not to bring any Contaminants onto, into, or under the Licenced Area.

### **6. Inspection**

The *City*, and its officials, employees, contractors, subcontractors, and agents may enter the *Licenced Area* to inspect the *Licenced Area* to ensure compliance with the terms and conditions of the licence.

### **7. Dispute Resolution**

The parties shall use commercially reasonable efforts to agree on any matter or resolve any dispute arising under this Agreement. If, despite the efforts of the parties, the parties are unable to determine the matter or resolve the dispute within thirty (30) days of the matter or dispute arising, the parties may, by further agreement, refer the matter or dispute to a mediator acceptable to each of the parties. Where the parties are unable to determine the matter or resolve the dispute with the assistance of a mediator, the parties may, by further agreement, refer the matter or dispute to a single arbitrator for determination in accordance with the *Commercial Arbitration Act (British Columbia)*.

### **8. Termination**

The *City* may terminate this Facility Use Agreement upon 30 days prior written notice to the *Licensee*.

### **9. Indemnity**

The *Licensee* agrees that it will indemnify and save harmless the owners from and against any and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon arising directly or indirectly from or in

connection with the granting of this License and the use and occupation of the said premises, save that the *Licensee* will be under no obligation to indemnify and save harmless the owners against or in respect of any damages or judgement rendered against the owners resulting from or arising out of any negligence or fault on the part of the owners in connection with the maintenance or condition of the premises to the extent that the damage, loss or injury was caused or occasioned by the negligence of the owners.

#### **10. Release**

The *Licensee* does hereby release and discharge the *City* from any and all actions, causes of action, suits, and demands whatsoever and whether at law or in equity or otherwise arising which the *Licensee* may at any time have by reason of the exercise of the rights granted to the *Licensee* hereunder.

#### **11. Non-liability of the City**

The *City* will not be liable or responsible in any way for any personal injury that may be sustained by the *Licensee*, its invitees, those for whom the *Licensee* is responsible in law or any other person who may be upon, within, or under the *Licensed Area*, or for any loss of or damage or injury to property belonging to or in the possession of the *Licensee*, its invitees, those for whom the *Licensee* is responsible in law or any other person or for any matter or things of whatsoever nature or kind arising from or in connection with the *Licensee's* use and occupation of the *Licensed Area* or otherwise.

#### **12. Insurance**

The *Licensee*, at its cost, will obtain and keep in force:

- a) Minimum \$2,000,000 general liability insurance including, without limitation, coverage for the indemnity provided herein. The *City* shall be included as an additional insured with respect to vicarious liability which may arise from the *Licensee's* use of the property.

#### **13. Nature of Licence**

The use of the *Licensed Area* by the *Licensee* will, under all circumstances, be viewed as a licence only and will not create or be deemed to create any interest in the *Licensed Area* in the *Licensee's* favour.

#### **14. Assignment**

The *Licensee* will not be entitled to assign or transfer this *Licence*. The *Licensed Area*, or any portion thereof, may not be further licenced or leased without the prior written consent of the *City*, which consent may be withheld in its sole discretion.

## **15. No Derogation**

Nothing contained or implied herein will derogate from the obligations of the *Licensee* under any other agreement with the *City*, or if the *City* so elects, prejudice or affect the *City's* rights, powers, duties or obligations in the exercise of its functions pursuant to the Community Charter (British Columbia) and the Local Government Act (British Columbia), or any other Act of the legislature of the Province of British Columbia, as amended from time to time and the rights, powers, duties and obligations of the *City* under all public and private statutes, bylaws, orders and regulations, all of which may be, if the *City* so elects, as fully and effectively exercised in relation to the *Lands* and the *City* as if this licence had not been executed and delivered by the *City* to the *Licensee*.

## **16. Compliance With Laws**

The *Licensee*, at its sole cost and expense, will promptly comply with all applicable requirements of governmental or administrative authorities, including, without limiting the generality of the foregoing, all municipal bylaws, which relate, directly or indirectly, to the use of the *Licensed Area*.

## **17. Further Assurances**

The parties will execute and deliver all such further documents and do such other things as the other party hereto may request in order for this licence to be given full effect.

## **18. Waiver**

The waiver by the *City* of any breach of a term, covenant, or condition of this licence will not be considered to be a waiver of any subsequent breach of the term, covenant, or condition or another term, covenant, or condition. No breach of a term, covenant, or condition of this licence will be considered to have been waived by the *City* unless acknowledged by the *City* in writing as waived.

## **19. Severance**

If any section, subsection, sentence, clause, or phrase in the licence is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this licence. The parties hereto shall agree upon an amendment to be made to the section, subsection, sentence, clause, or phrase previously found to be invalid and shall do or cause to be done all acts reasonably necessary in order to amend the licence so as to reflect its original spirit and intent.

## **20. Notices**

Any notice required or permitted to be given hereunder will be in writing and will be sufficiently given if it is delivered personally or mailed by prepaid mail to the intended party at its address set out on page 1 of the licence. A notice will be deemed to be received on the day it is delivered, if delivered personally, or 4 business days after the date it was mailed.

## 21. Governing Law

The licence will be governed by and construed in accordance with the laws of British Columbia and the parties hereby agree to attorn to the courts of British Columbia.

## 22. Singular and Plural

Wherever the singular or masculine is used herein the same shall be construed as meaning the plural, feminine, or the body corporate or politic where the contents or the parties so require.

## 23. Enurement

The licence will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

## 24. Schedules

The attached Schedules shall form part of this agreement. List of Schedules:

- A. Map of the *Licensed Area*
- B. Additional Requirements of the *Licensee*
- C. Boundary Barnstormers R/C Model Flying Club (BBRCFC) – Grand Forks Aerodrome (CZGF) – Site Rules 2024 - as provided by the *Licensee*
- D. Current Site Operating Certificate by the Model Aeronautics Association of Canada.
- E. *Licensee* provided Aerodrome Hazard and Risk Identification Analysis.
- F. *Licensee* provided Aerodrome Traffic Questionnaire.

IN WITNESS WHEREOF the parties hereto have executed the licence as of the day and year first above written:

THE CORPORATION OF THE CITY  
OF GRAND FORKS, by its authorized  
signatories:

*Duncan Redfearn*

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Duncan Redfearn  
Chief Administrative Officer

THE LICENSEE, by its authorized  
signatories:

*Bruce Hawes*

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Name: Bruce Hawes

## Schedule A – Map of the Licenced Area

Airport Grounds (the *Lands*) outlined in blue.  
*Licenced Area* highlighted in red.



## Schedule B – Additional Requirements of the Licensee

1. The City may cancel, postpone, or reschedule any flying activities without notice, but will endeavour to provide as much notice as possible.
2. All flying activities shall be scheduled with the Manager responsible for the Airport or designate to ensure that there are no other events, activities, or flights scheduled.
3. If a priority of use is required, City Programs, other events or facility uses, or Council-approved items will have precedence.
4. The *Licensee* shall comply with all applicable municipal, provincial, and federal statutes, bylaws, regulations, and policies.
5. It is the responsibility of the *Licensee* of the *Lands* to inspect the facility to ensure suitability for their intended use. The *Licensee* shall forthwith report any alleged unsafe conditions of the facility in writing, including email, to City staff upon discovery of such alleged unsafe condition immediately.
6. Regularly scheduled flying activities may be cancelled by City staff to accommodate special events.
7. Flight area and other staging details shall be as indicated in “Boundary Barnstormers R/C Model Flying Club (BBRCFC) – Grand Forks Aerodrome (CZGF) – Site Rules 2024”.

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