

Kitsumkalum Treaty: A Living Agreement

Appendices



IN WITNESS WHEREOF the Chief Negotiators for the Parties hereby initial this Kitsumkalum Treaty this 25th day of June, 2024.

INITIALED on behalf of KITSUMKALUM:

Sm'ooigit Hat'axgm Lii Midii
Alex Bolton
Chief Negotiator
Kitsumkalum

Witnessed by:
Chief Don Roberts and/or
Deputy Chief and Councillor Troy Sam
Kitsumkalum

INITIALED on behalf of CANADA:

Frank Osendarp
Chief Federal Negotiator
Crown-Indigenous Relations and Northern
Affairs Canada

Witnessed by:
The Honourable Gary Anandasangaree
Minister of Crown-Indigenous Relations

INITIALED on behalf of BRITISH COLUMBIA:

Mark Lofthouse
Chief Provincial Negotiator
Ministry of Indigenous Relations and
Reconciliation

Witnessed by:
The Honourable Murray Rankin, KC
Minister of Indigenous Relations and
Reconciliation

Kitsumkalum Treaty Negotiations – Initialing Version

This initialing version of the Kitsumkalum Treaty is an important milestone toward finalizing the Kitsumkalum Treaty and is subject to the following understandings:

1. **Legal and Technical Review:** The legal and technical review, including the legal drafting process, is not yet complete. The initialing version is therefore subject to change as a result of this review.
2. **Substantive Changes:** The initialing version is subject to potential changes:
 - (a) to resolve any substantive matters that may arise as part of the legal and technical review as described in #1 above;
 - (b) to resolve any substantive matters that may remain outstanding at the time of initialing;
 - (c) as a result of the ongoing consultations as described in #3 below; and
 - (d) as a result of any outstanding internal reviews, including Kitsumkalum internal community consultations, between initialing and the start of the community ratification process.
3. **Ongoing Consultations:** Canada and British Columbia are conducting consultations with other Nations potentially impacted by the Kitsumkalum Treaty, in order to fulfill the Crown's legal duty to consult. These consultations will proceed beyond the initialing stage and may result in further changes to the Kitsumkalum Treaty.
4. **Document Revision for Ratification:** A ratification version of the Kitsumkalum Treaty will be prepared after completion of all remaining reviews and incorporation of potential changes. It is this later ratification version that will be presented for ratification by the Parties in accordance with the terms of the Kitsumkalum Treaty.

KITSUMKALUM TREATY APPENDICES

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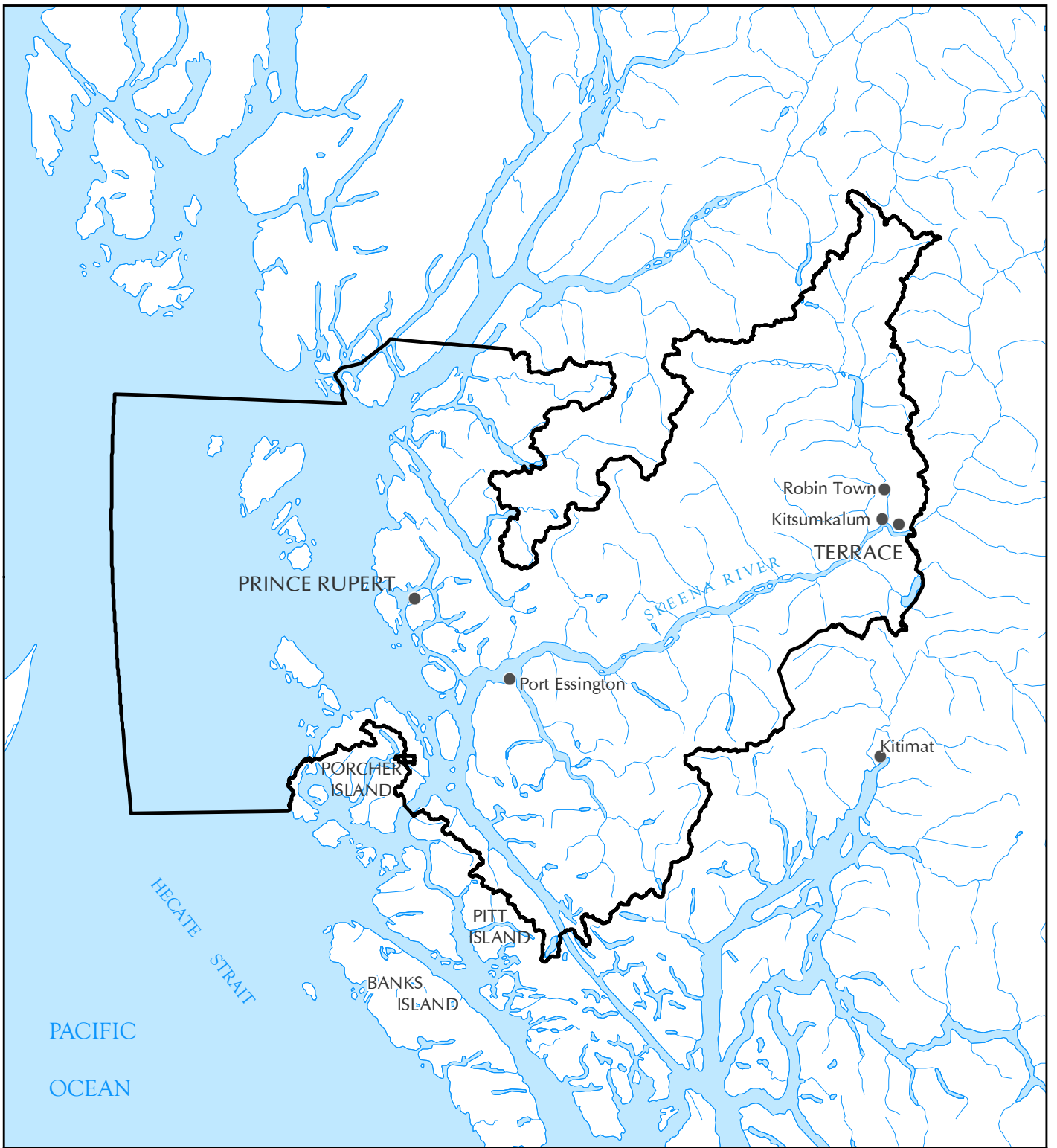
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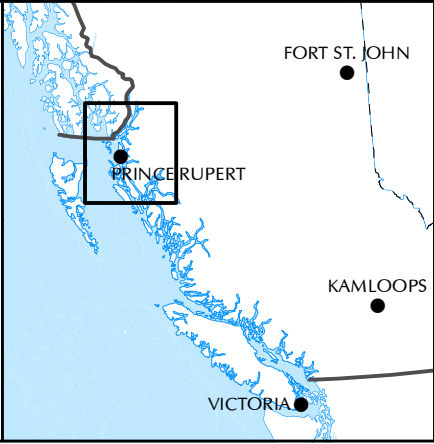
Appendix A Kitsumkalum Harvest Area

Map of Kitsumkalum Harvest Area

Note: The Parties will update the Appendices before the Effective Date.



 Kitsumkalum Harvest Area



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 Ratio scale correct when printed at 8.5" x 11"
 0 40
 Kilometres

Appendix A
 Kitsumkalum Harvest Area

Appendix B Kitsumkalum Lands

Appendix B-1 Overview of Kitsumkalum Lands

Map of Overview of Kitsumkalum Lands

Appendix B-2 Former Kitsumkalum Indian Reserves

Part 1: Land Descriptions of Former Kitsumkalum Indian Reserves

Part 2: Maps of Former Kitsumkalum Indian Reserves

Appendix B-3 Maps of Former Provincial Crown Lands

Part 1: Overview Map of Former Provincial Crown Lands

Part 2: Maps of Former Provincial Crown Lands

Appendix B-4 Former Private Fee Simple Lands

Part 1: Legal Descriptions of Former Private Fee Simple Lands

Part 2: Maps of Former Private Fee Simple Lands

Part 3: Applicable Forms of Documents for Inclusion of Former Private Fee Simple Lands or Pre-Approved Fee Simple Lands in Kitsumkalum Lands: Certificate of Fee Simple Ownership and Consent

Part 4: Applicable Forms of Documents for Inclusion of Former Private Fee Simple Lands or Pre-Approved Fee Simple Lands in Kitsumkalum Lands: Certificate of Charge and Consent

Part 5: Applicable Forms of Documents for Inclusion of Former Private Fee Simple Lands or Pre-Approved Fee Simple Lands in Kitsumkalum Lands: Release

Appendix B-5 Kitsumkalum Lands to be Registered in the Land Title Office on Effective Date

Legal Descriptions of Kitsumkalum Lands to be Registered in the Land Title Office on Effective Date

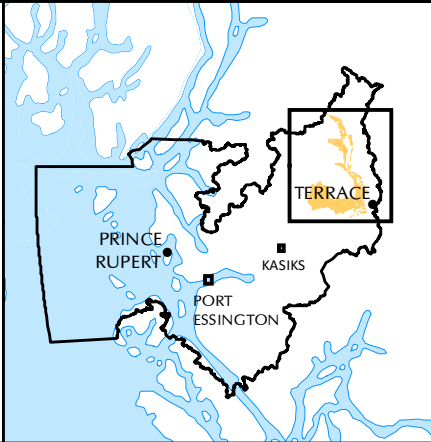
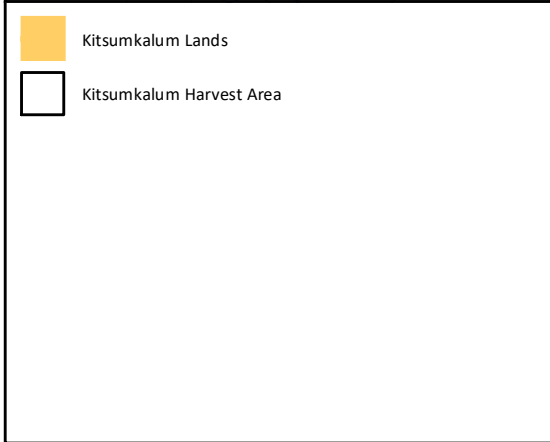
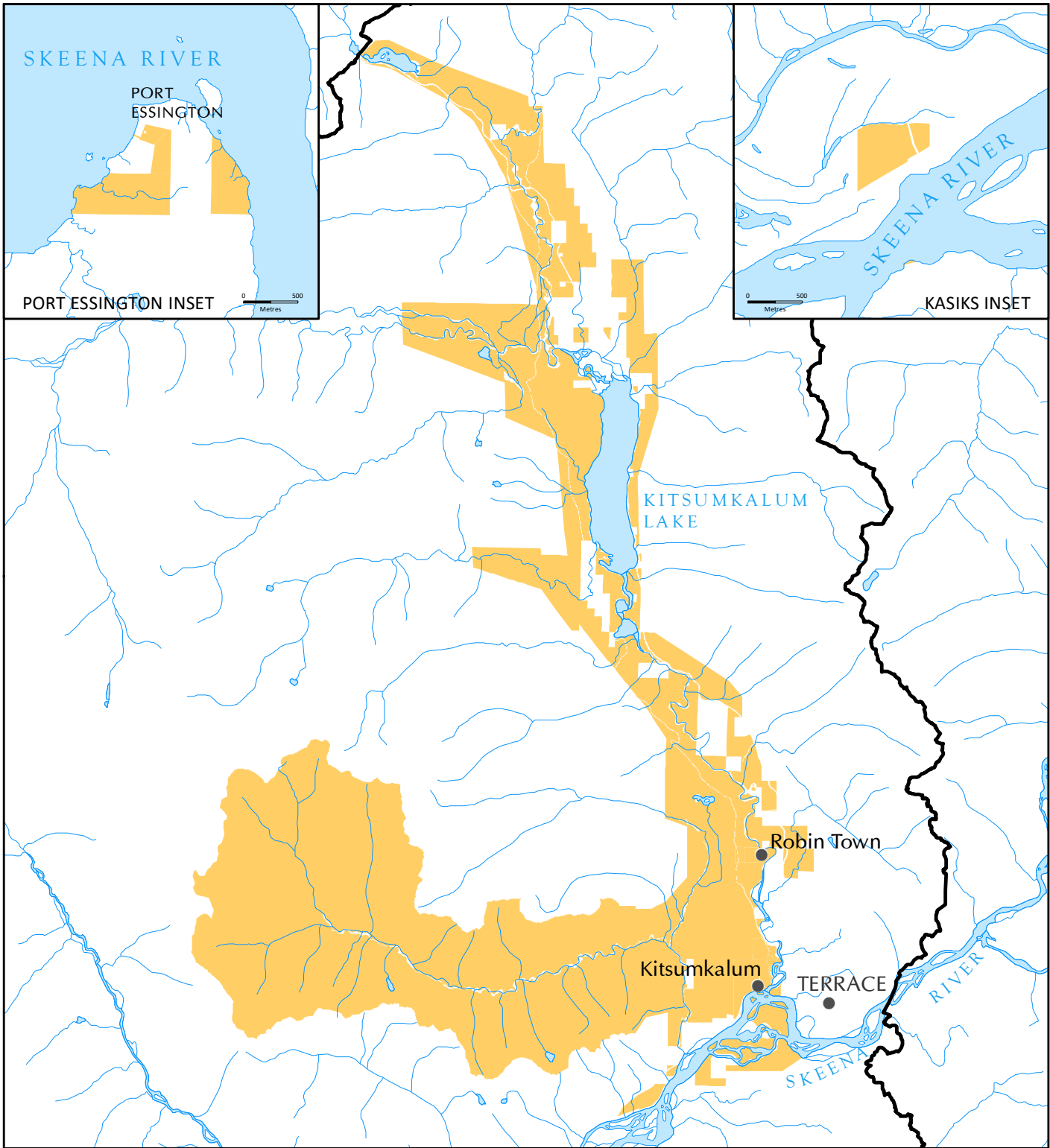
Appendix B-6 Maps of Kitsumkalum Agricultural Lands

Maps of Kitsumkalum Agricultural Lands

Appendix B-1 Overview of Kitsumkalum Lands

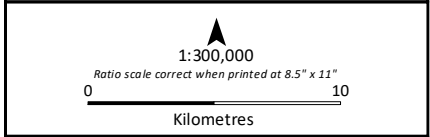
Overview Map of Kitsumkalum Lands

Note: The Parties will update the Appendices before the Effective Date.



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted. Depiction of any Kitsumkalum Lands is for illustrative purposes only.

Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.



Appendix B-1
Kitsumkalum Lands

Appendix B-2 Former Kitsumkalum Indian Reserves

Part 1: Land Descriptions of Former Kitsumkalum Indian Reserves

Note: The Parties will update the Appendices before the Effective Date.

Former Kitsumkalum Indian Reserve Name	Land Description¹²
Kitsumkaylum 1	<p>Firstly, Kitsumkaylum Indian Reserve No. 1 as shown on plan 106429</p> <p>Secondly, District Lot 8061, Range 5, Coast District, shown on plan 78428</p>
Dalk-ka-gila-quoeux 2	<p>Firstly, Dalk-ka-gila-quoeux Indian Reserve No. 2 as shown on plan BC162</p> <p>Secondly, District Lot 8061, Range 5, Coast District, shown on plan 78428</p>
Zimagord 3	<p>Firstly, Zimagord Indian Reserve No. 3 as shown on plan 106121</p>

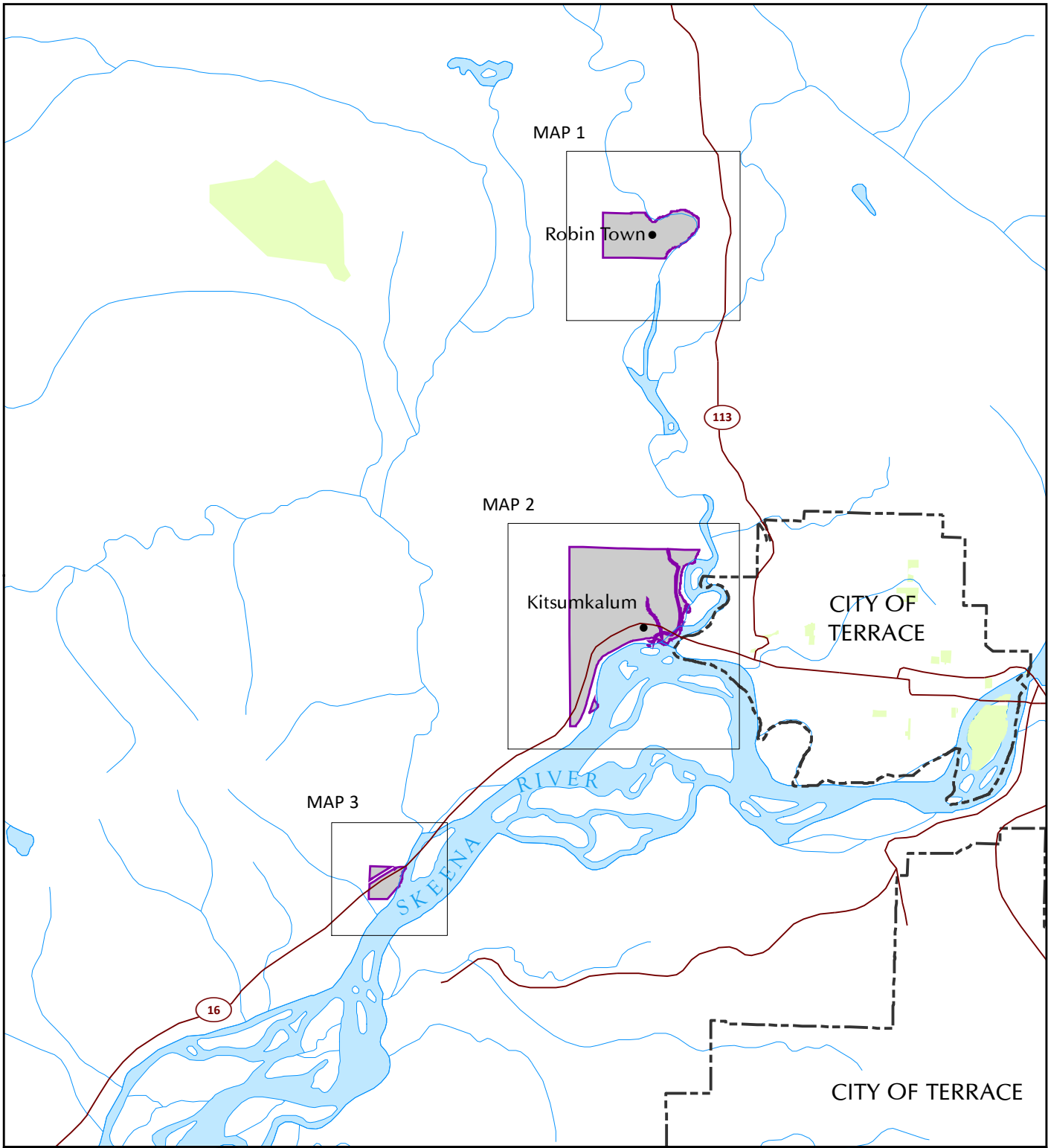
¹ Plan numbers in this column are Canadian Land Survey Records on deposit in Ottawa.




² The location of natural boundaries may have moved since surveyed, and may continue to move and the associated titled areas may change

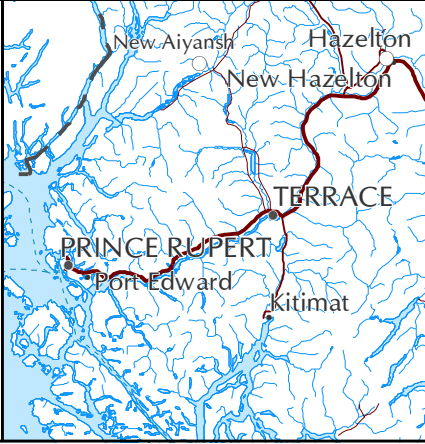
Appendix B-2 Former Kitsumkalum Indian Reserves

Part 2: Maps of Former Kitsumkalum Indian Reserves

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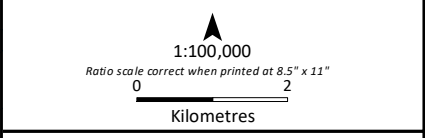


-  Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
-  Park or protected area
-  Municipality

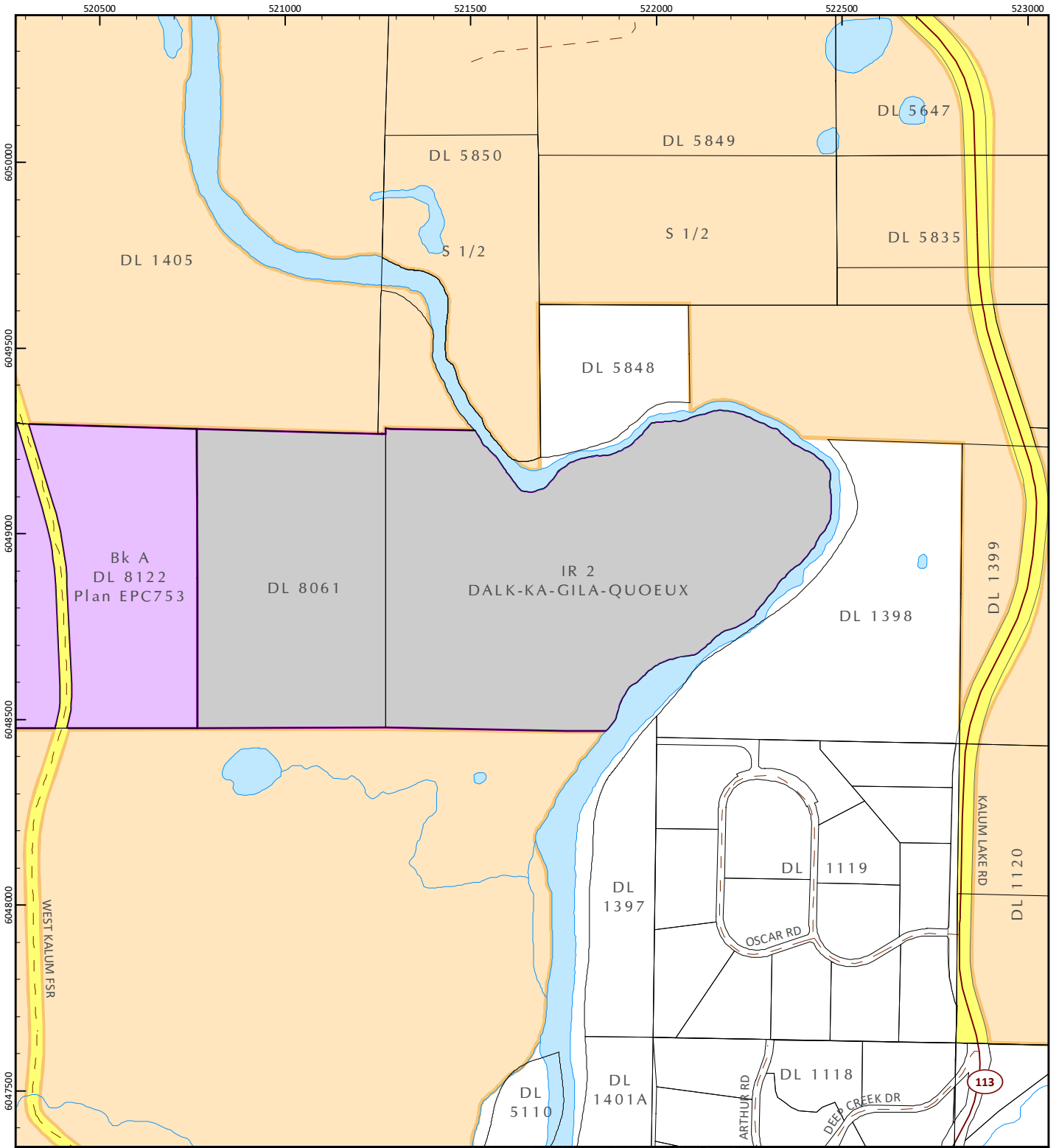


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Appendix B-2, Part 2
 Kitsumkalum Lands - Overview
 Former Kitsumkalum Indian Reserves



- Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
- Kitsumkalum Lands - Former Provincial Crown Land
- Kitsumkalum Lands - Former Private Fee Simple Land
- Crown Corridor
- Survey parcel
- Park or protected area
- Municipality

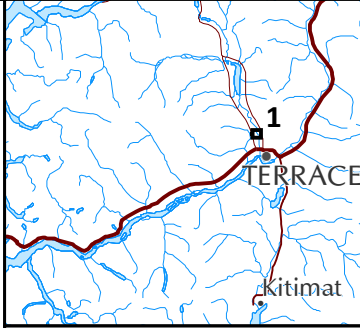
- Paved road
- Unpaved road
- Transmission line

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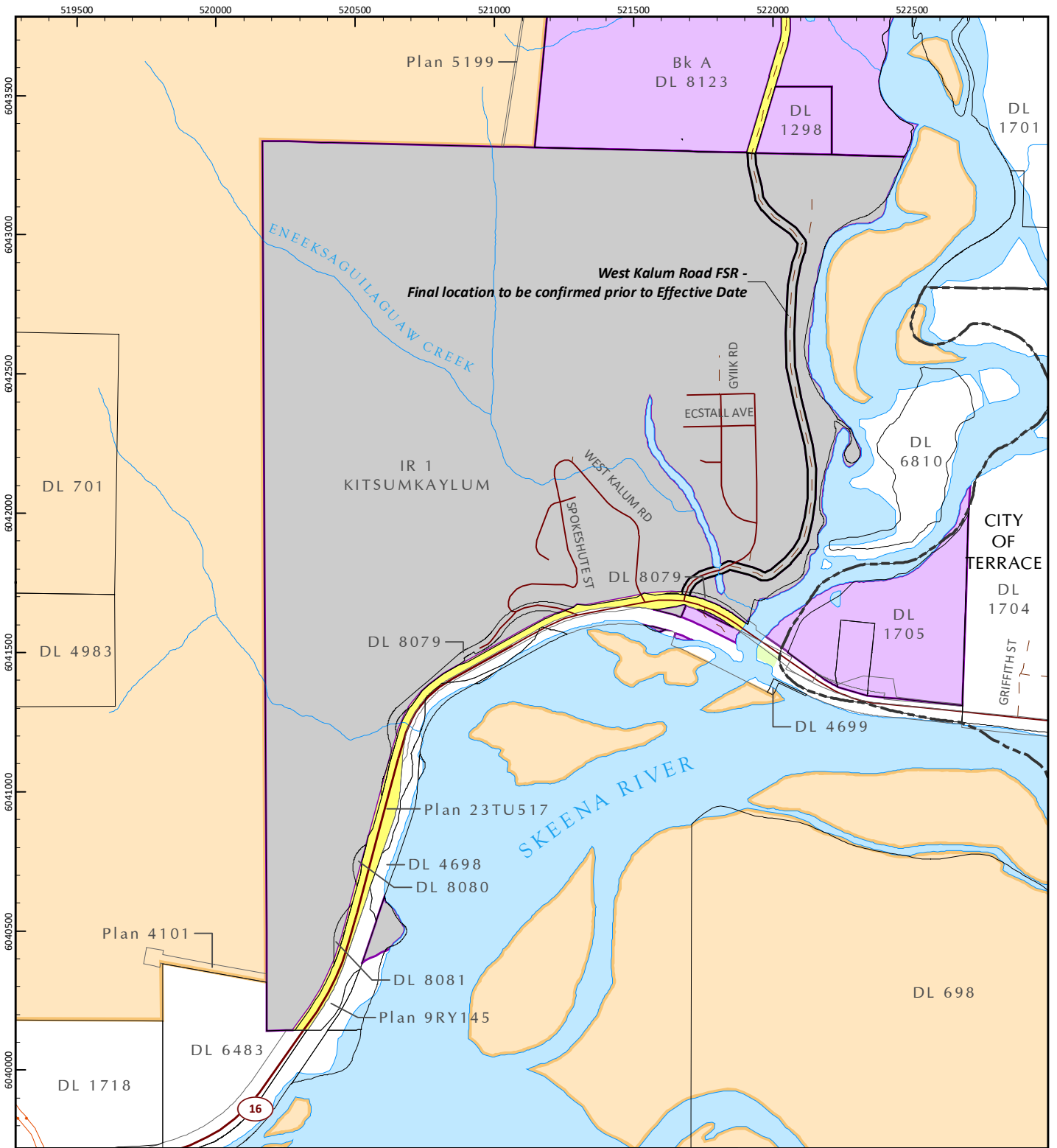
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 Land District: Prince Rupert
 Projection: NAD 1983 UTM Zone 9N

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POINT OF COMMENCEMENT
 Not required

Appendix B-2, Part 2
Kitsumkalum Lands
Former Kitsumkalum Indian Reserves
Map 1 of 3



- Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
- Kitsumkalum Lands - Former Provincial Crown Land
- Kitsumkalum Lands - Former Private Fee Simple Land
- Crown Corridor
- Survey parcel
- Park or protected area
- Municipality

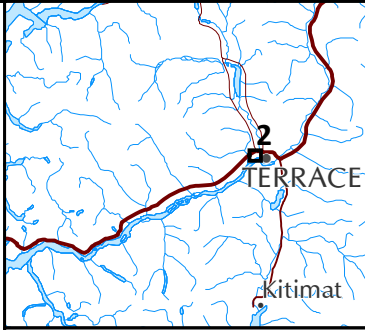
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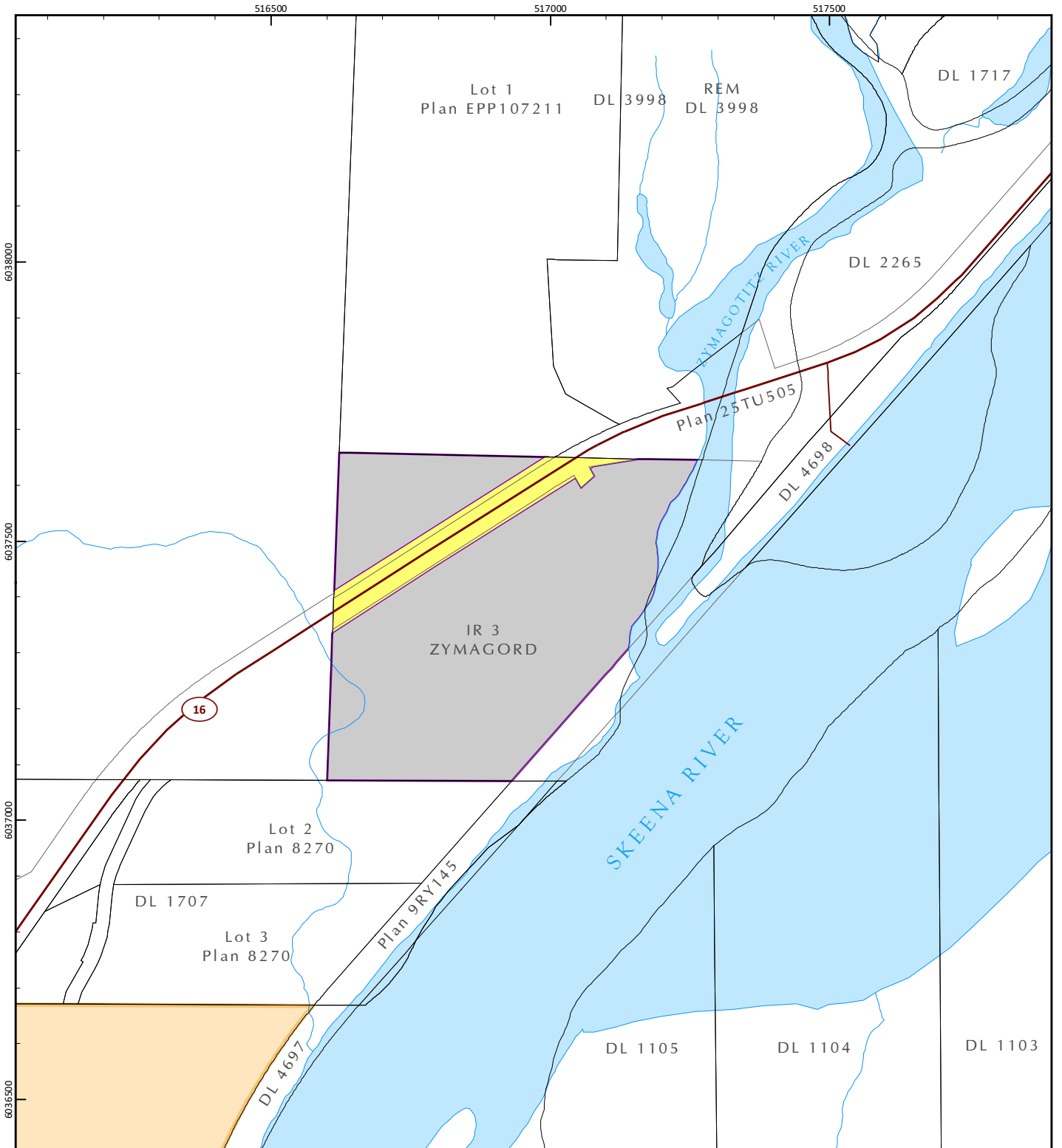
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POINT OF COMMENCEMENT
 Not required

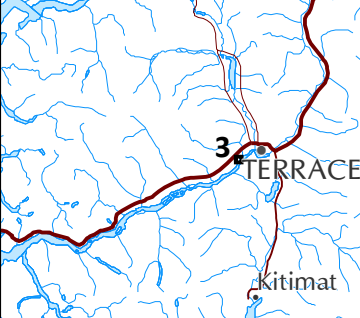
Appendix B-2, Part 2
 Kitsumkalum Lands
 Former Kitsumkalum Indian Reserves
 Map 2 of 3



	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line


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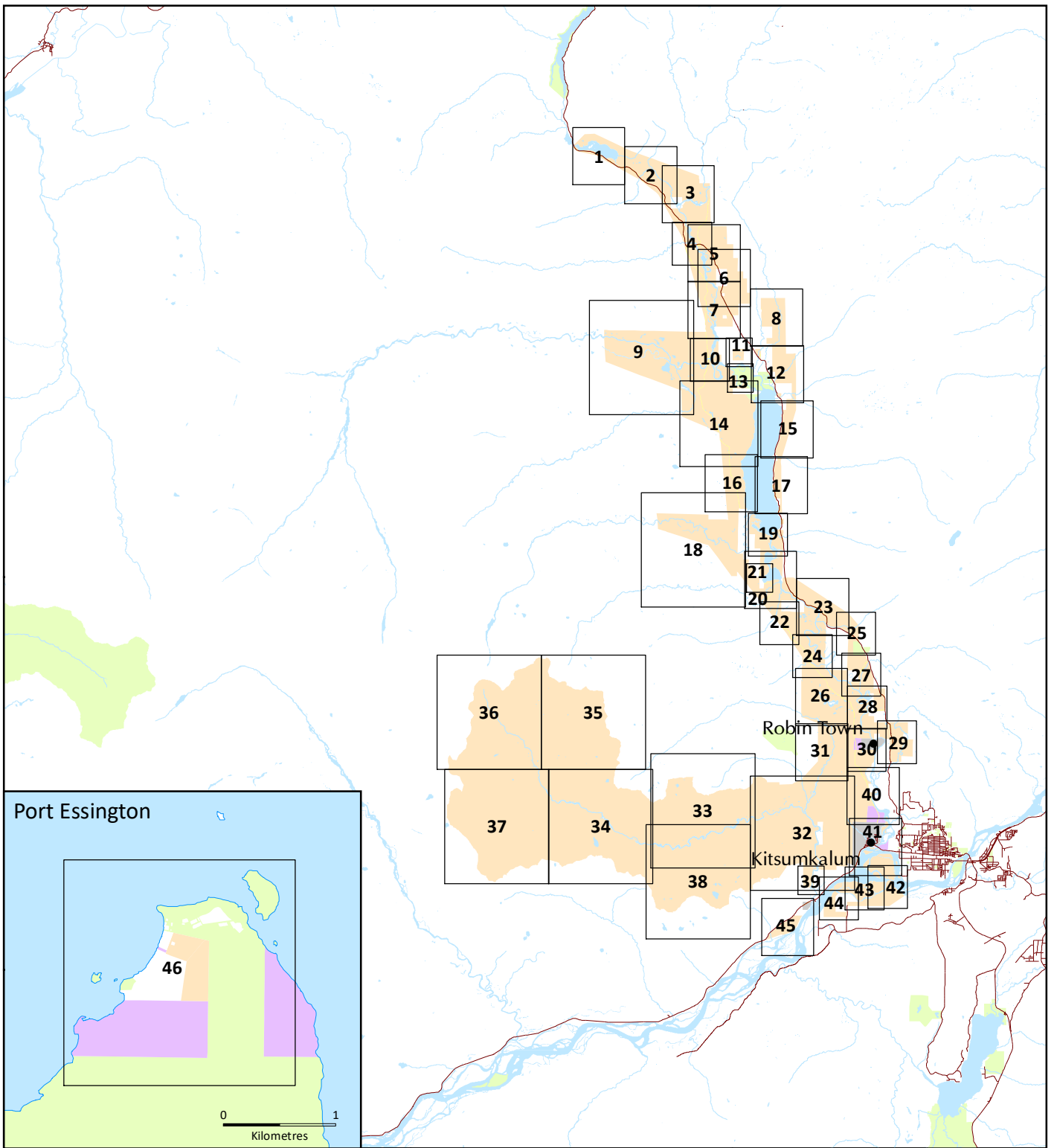
POINT OF COMMENCEMENT
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Appendix B-2, Part 2
Kitsumkalum Lands
Former Kitsumkalum Indian Reserves
Map 3 of 3

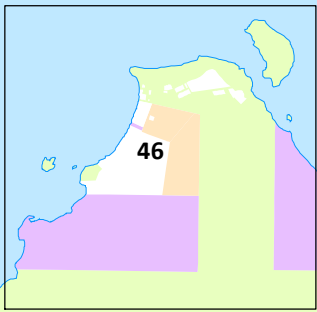
Appendix B-3 Maps of Former Provincial Crown Lands

Part 1: Overview Map of Former Provincial Crown Lands

Note: The Parties will update the Appendices before the Effective Date.

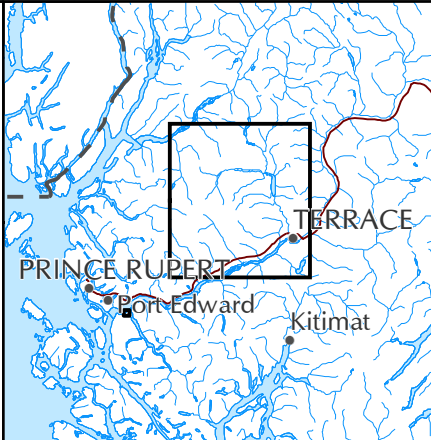


Port Essington



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Kilometres

- Kitsumkalum Lands - Former Provincial Crown Land
- Kitsumkalum Lands - Former Private Fee Simple Land
- Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
- Crown Corridor
- Park or protected area



This map is not to be relied on for any purpose other than defining the legal boundaries or descriptions of Former Provincial Crown Lands depicted.

Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

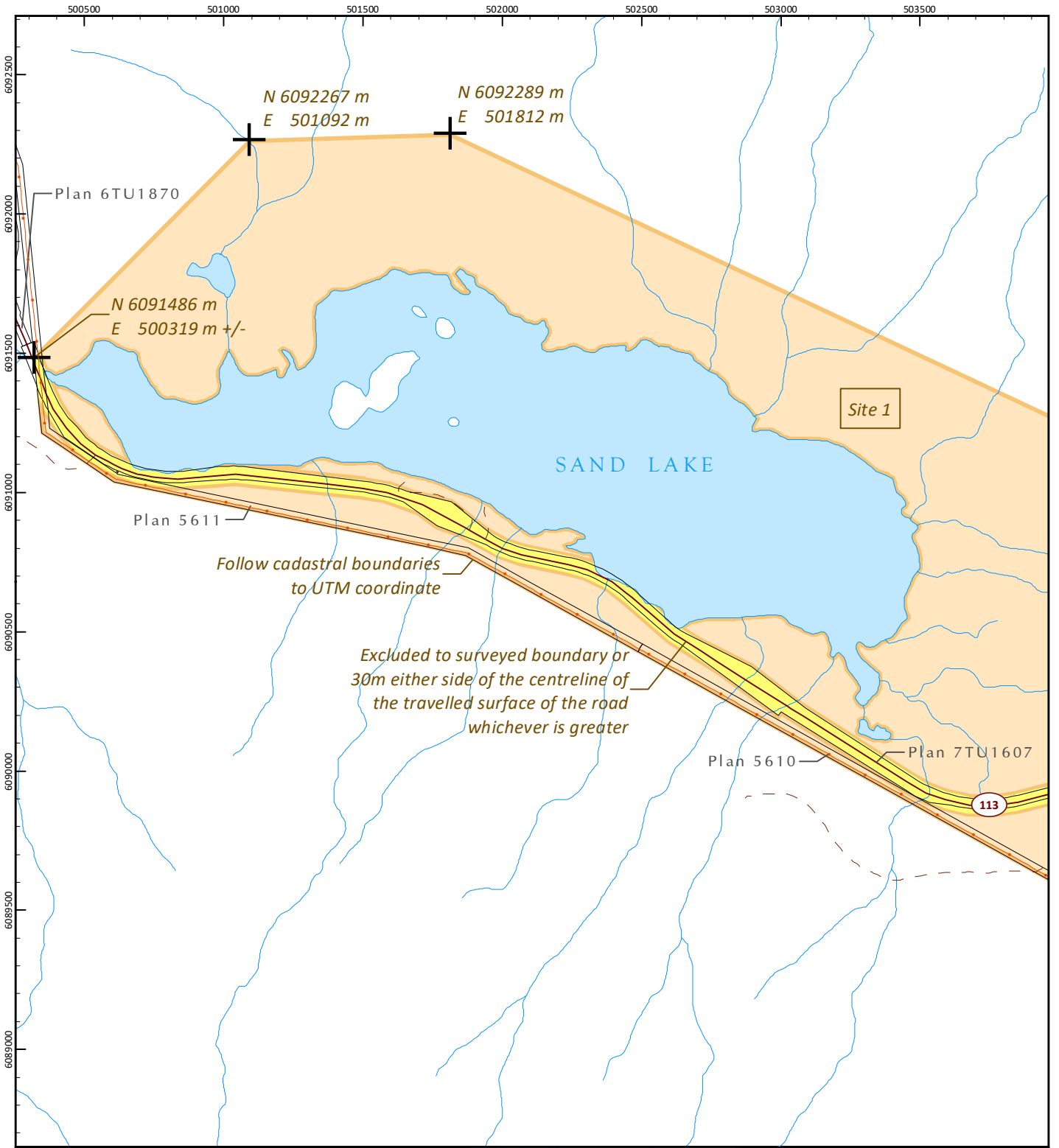


**Kitsumkalum - Lands Overview
Appendix B-3, Part 1
Former Provincial Crown Land**

Appendix B-3 Maps of Former Provincial Crown Lands

Part 2: Maps of Former Provincial Crown Lands

Note: The Parties will update the Appendices before the Effective Date.



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality
	Paved road
	Unpaved road
	Transmission line

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 Ratio scale correct when printed at 8.5" x 11"
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 Metres

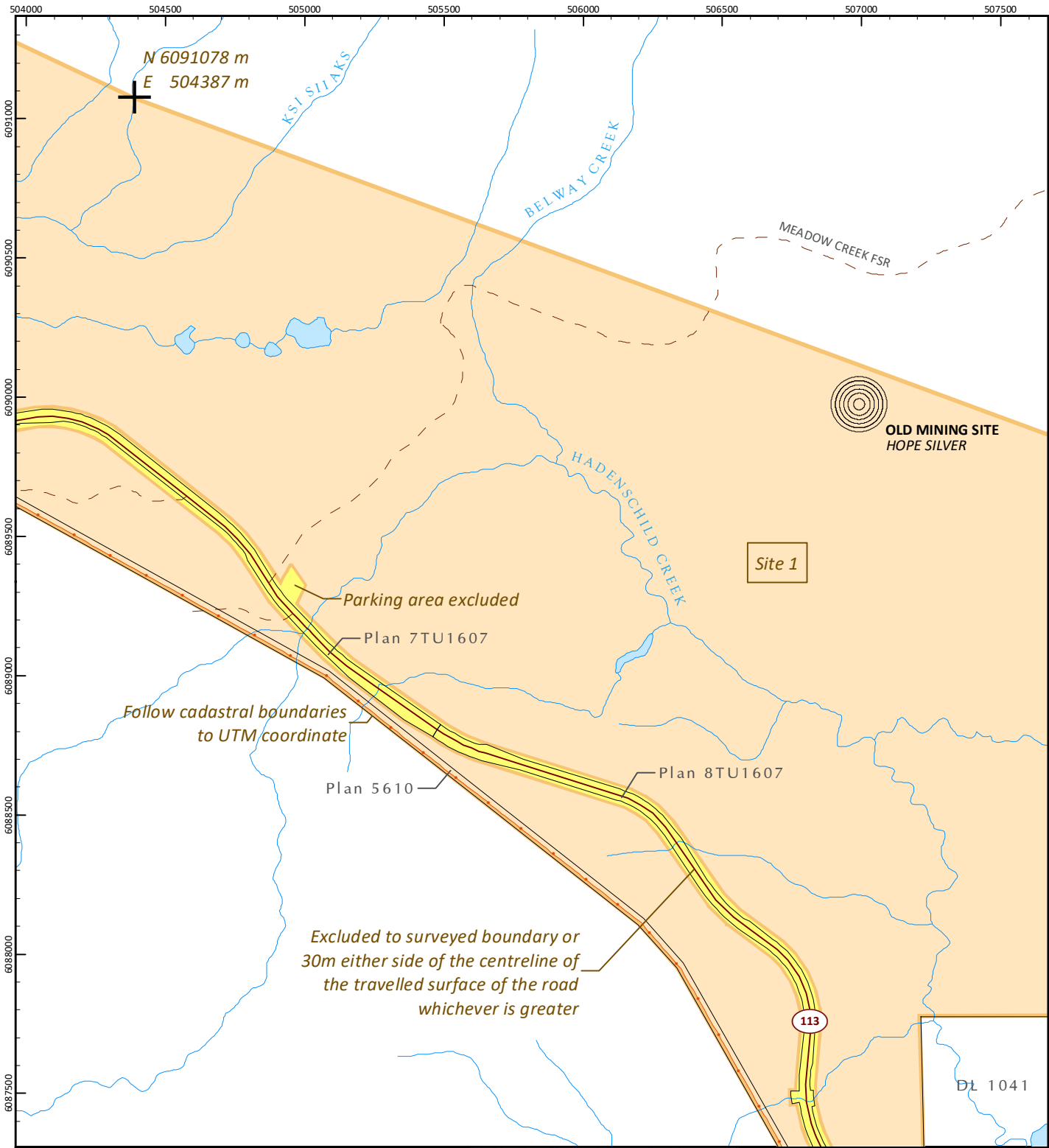
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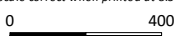
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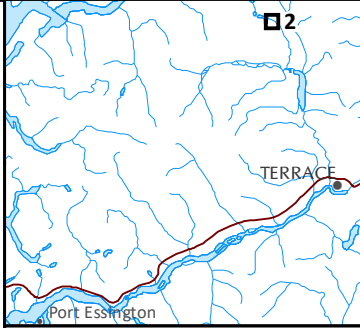
POINT OF COMMENCEMENT
Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 1 of 46



	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		


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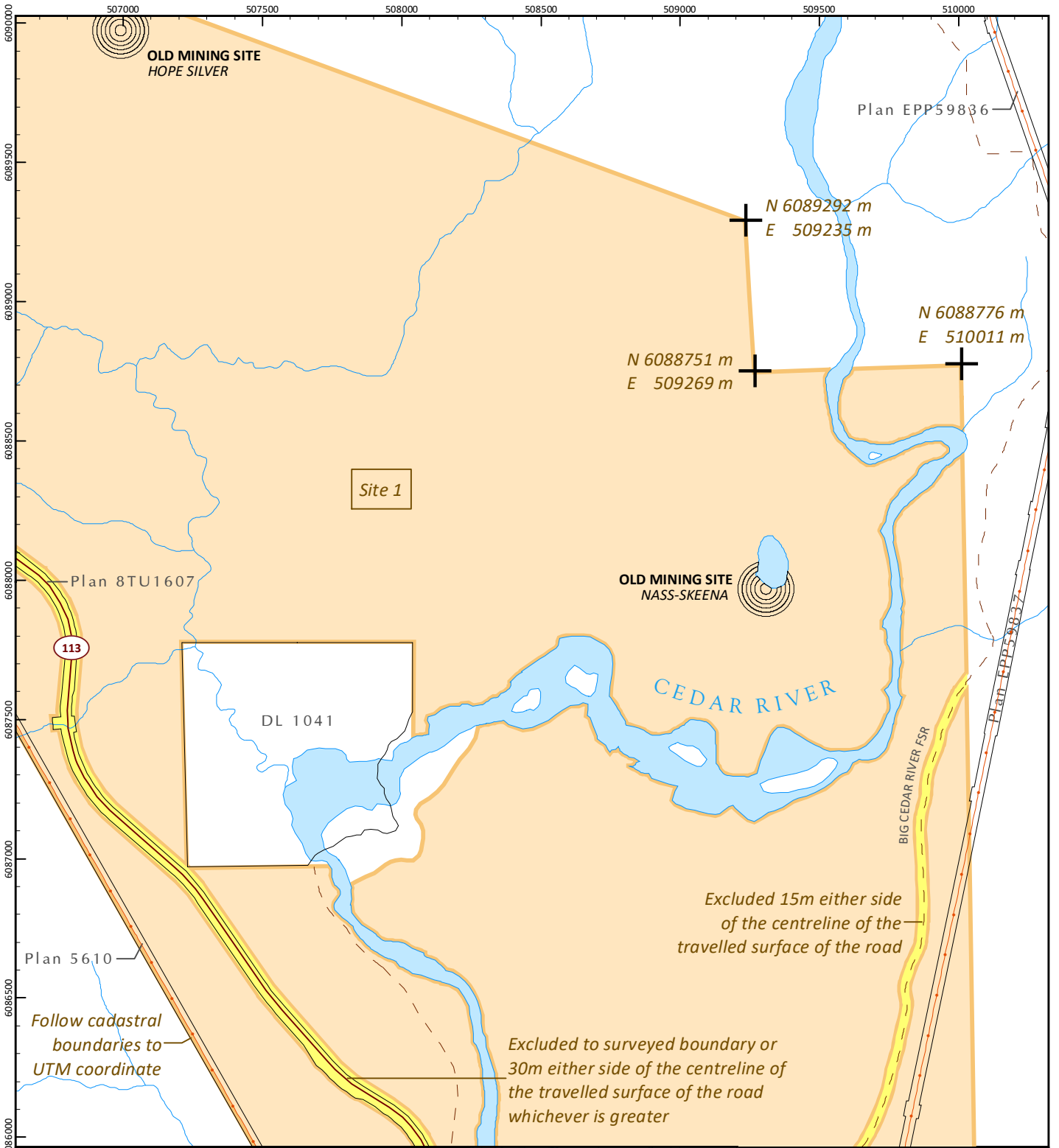
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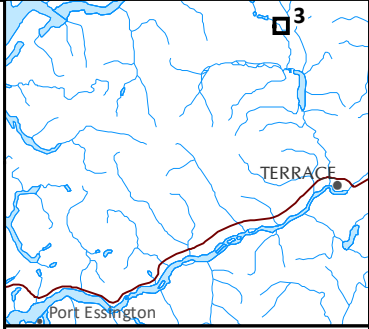
POINT OF COMMENCEMENT
 Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 2 of 46



	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		


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Port Essington

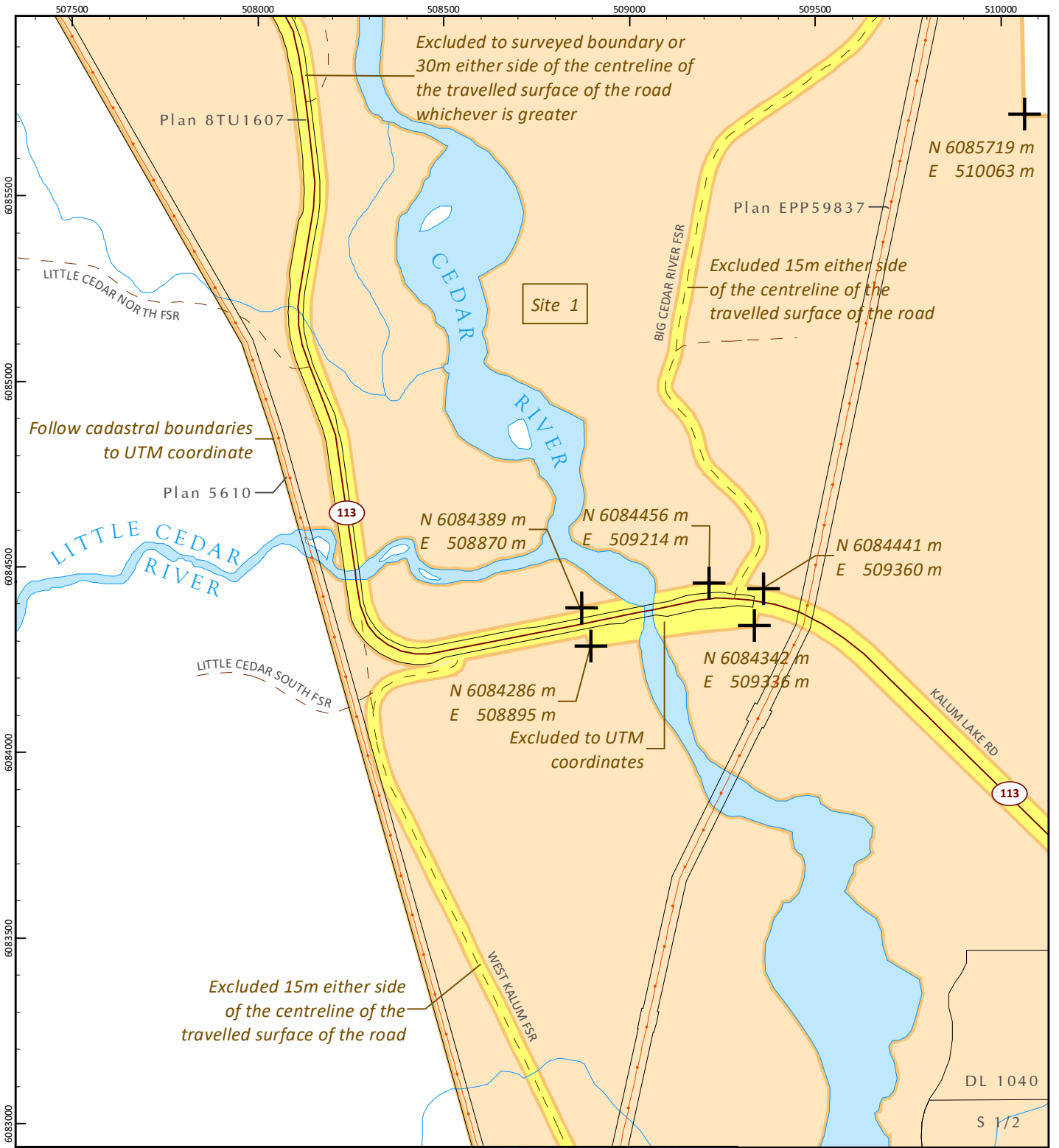
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

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POINT OF COMMENCEMENT
 Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 3 of 46

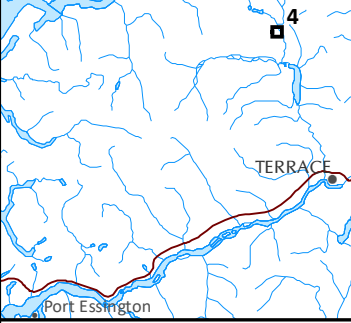


	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line

1:15,000
Ratio scale correct when printed at 8.5" x 11"

0 300
Metres



4

TERRACE

Port Essington

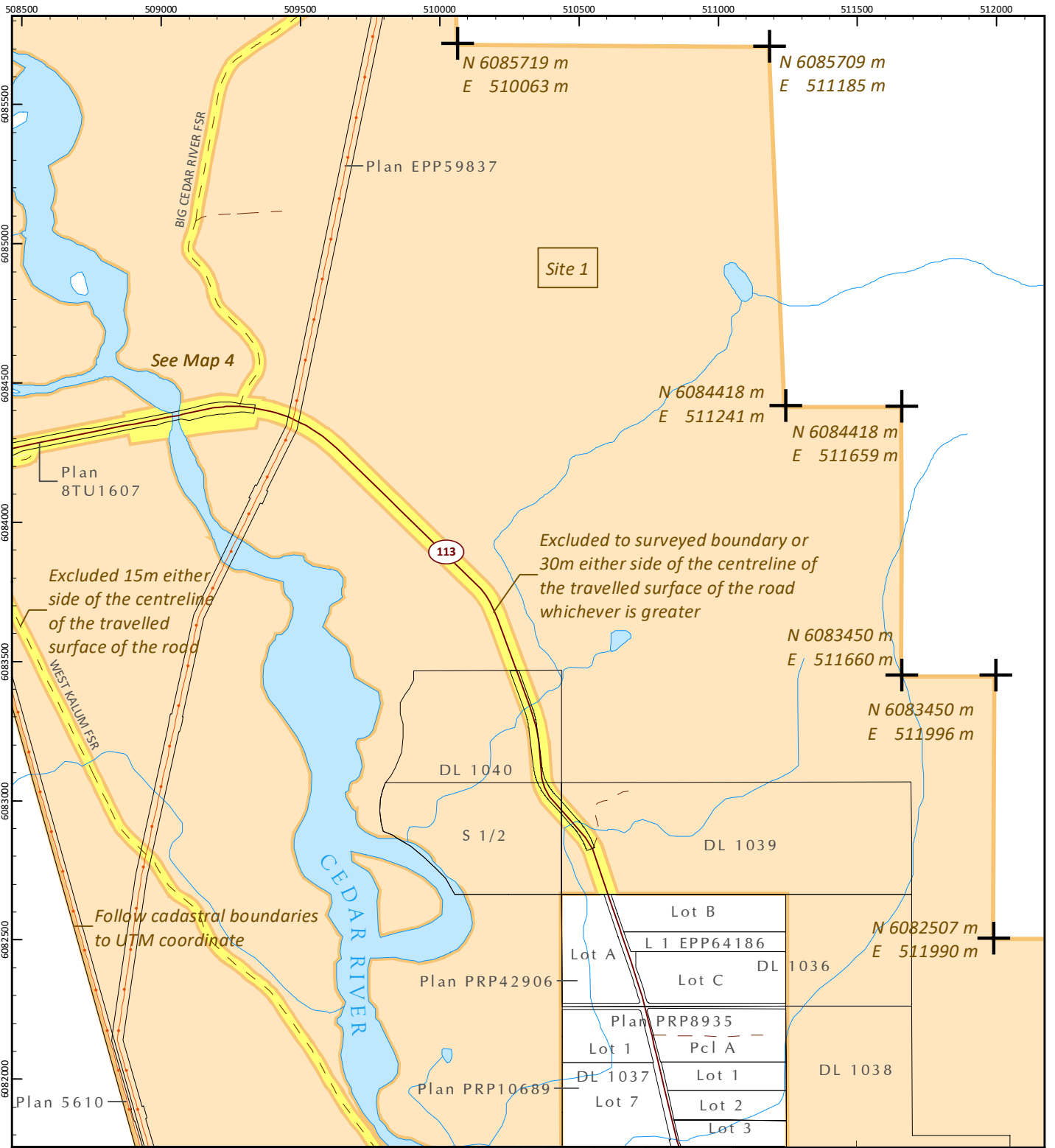
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Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for any purpose other than defining the legal boundaries or descriptions of Former Provincial Crown Lands depicted.

Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 4 of 46



	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		

1:20,000
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 Metres

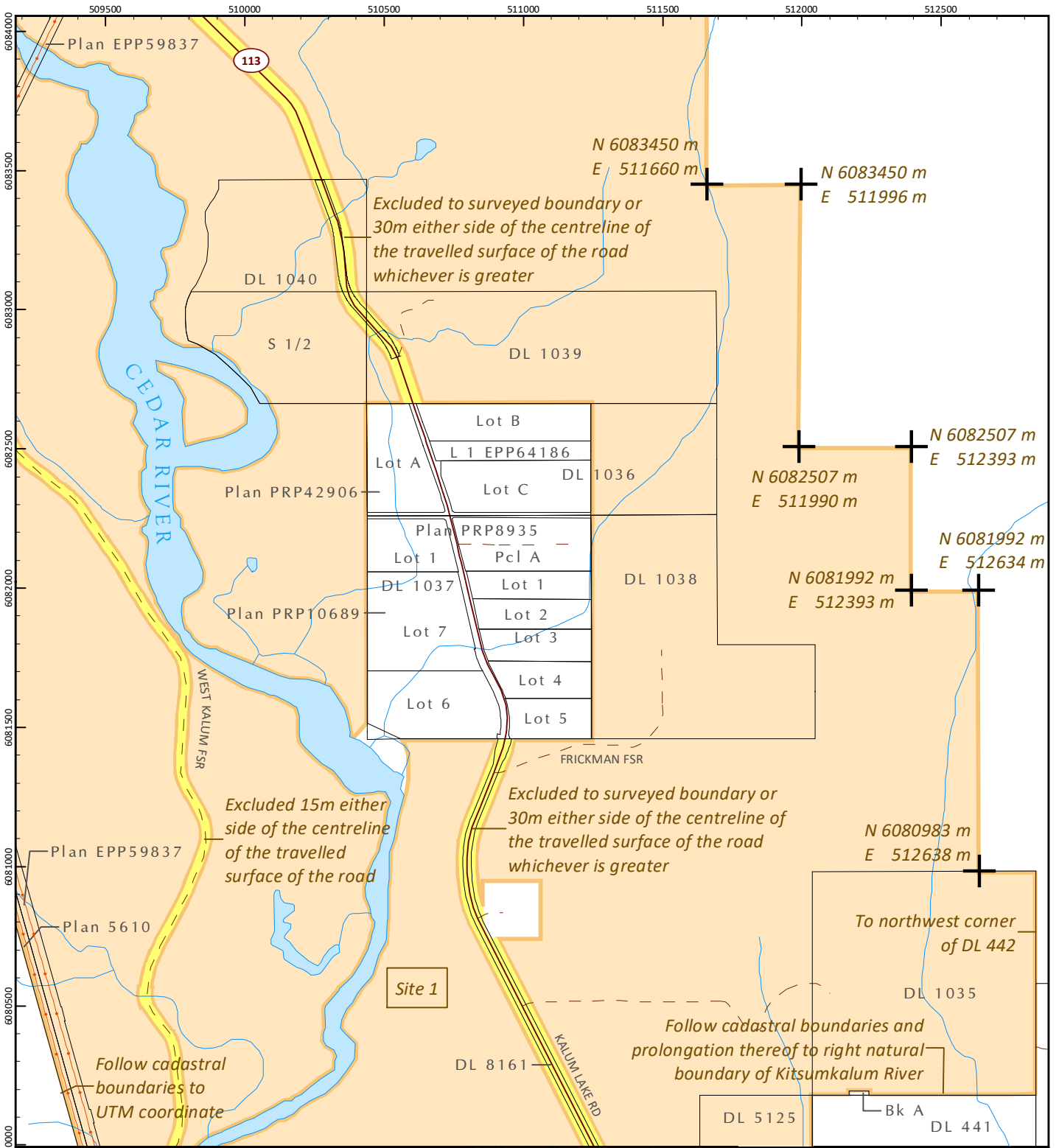
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POINT OF COMMENCEMENT
 Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 5 of 46



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line

1:20,000
 Ratio scale correct when printed at 8.5" x 11"
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 Metres

6
TERRACE
Port Essington

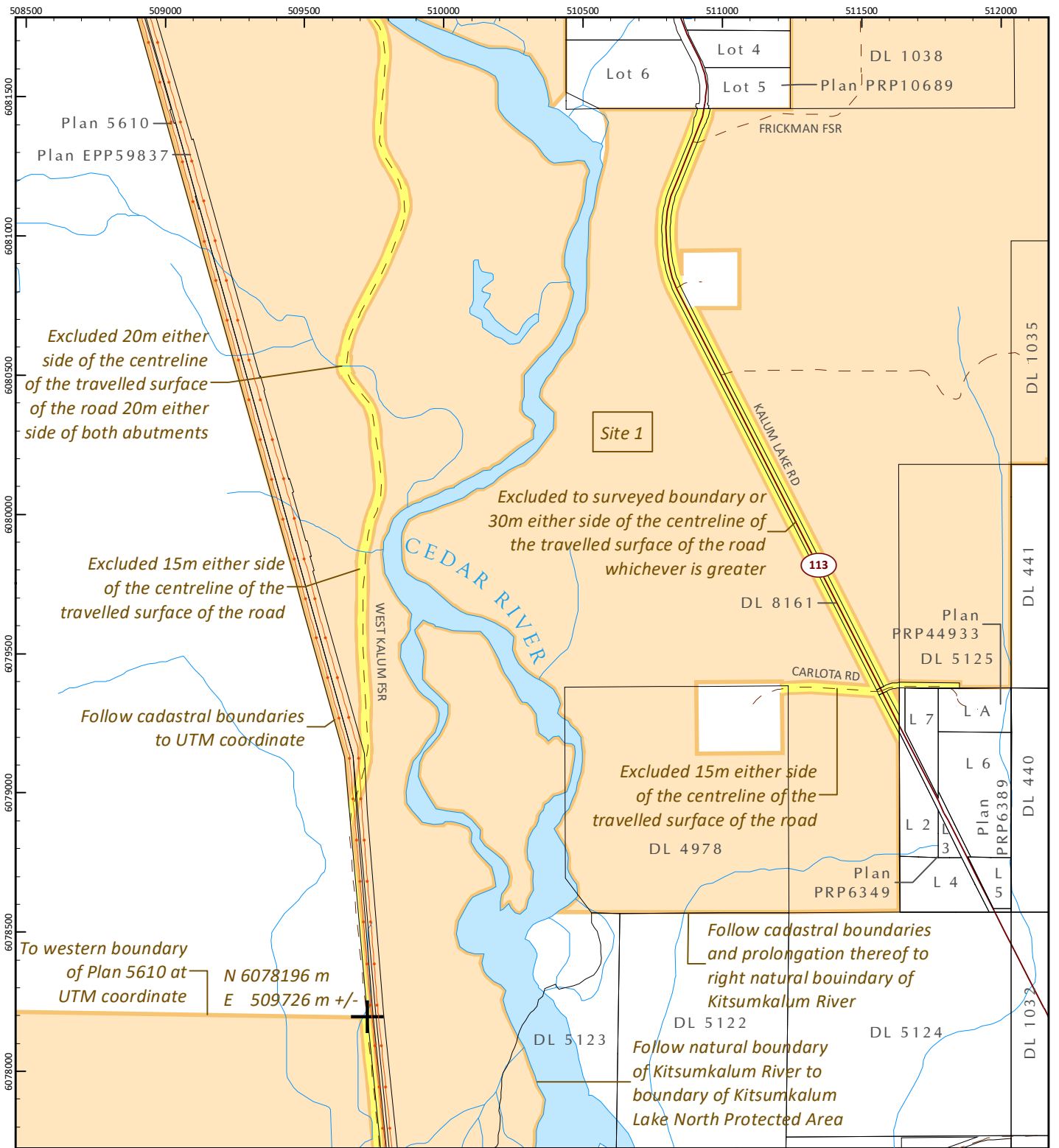
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 Projection: NAD 1983 UTM Zone 9N








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POINT OF COMMENCEMENT
 Site 1 - See Map 39

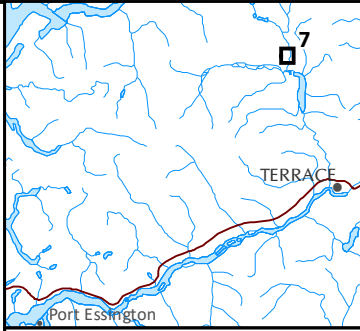
Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 6 of 46



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line


 1:20,000
 Ratio scale correct when printed at 8.5" x 11"

 Metres



7

TERRACE

Port Essington

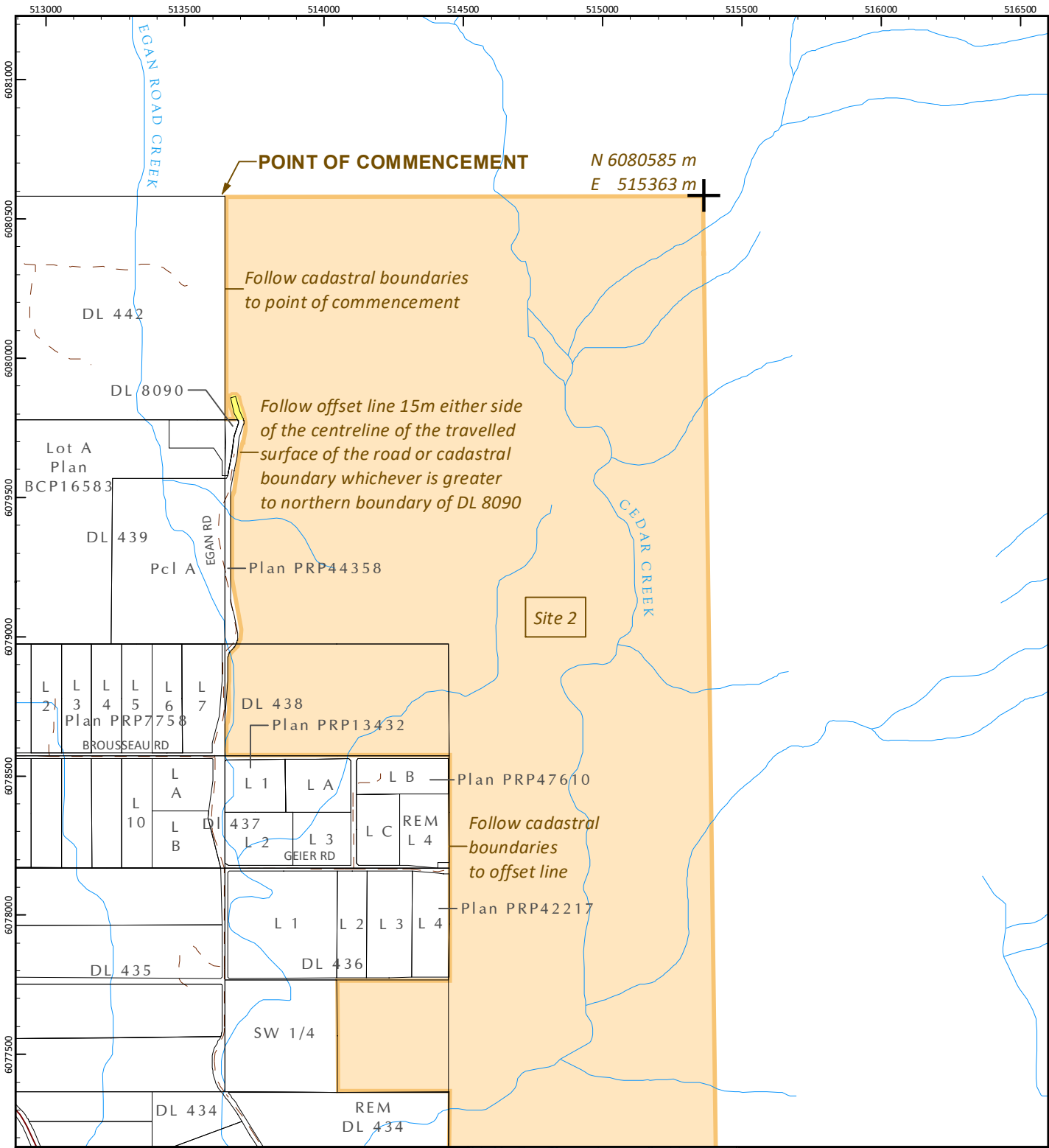
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 Projection: NAD 1983 UTM Zone 9N











This map is not to be relied on for any purpose other than defining the legal boundaries or descriptions of Former Provincial Crown Lands depicted.


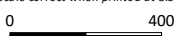
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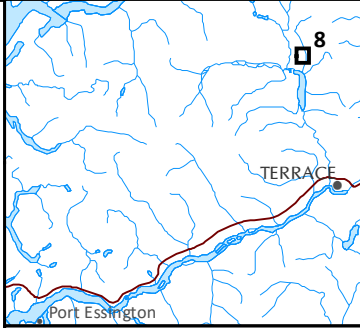
POINT OF COMMENCEMENT
 Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 7 of 46



	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		


 1:20,000
 Ratio scale correct when printed at 8.5" x 11"

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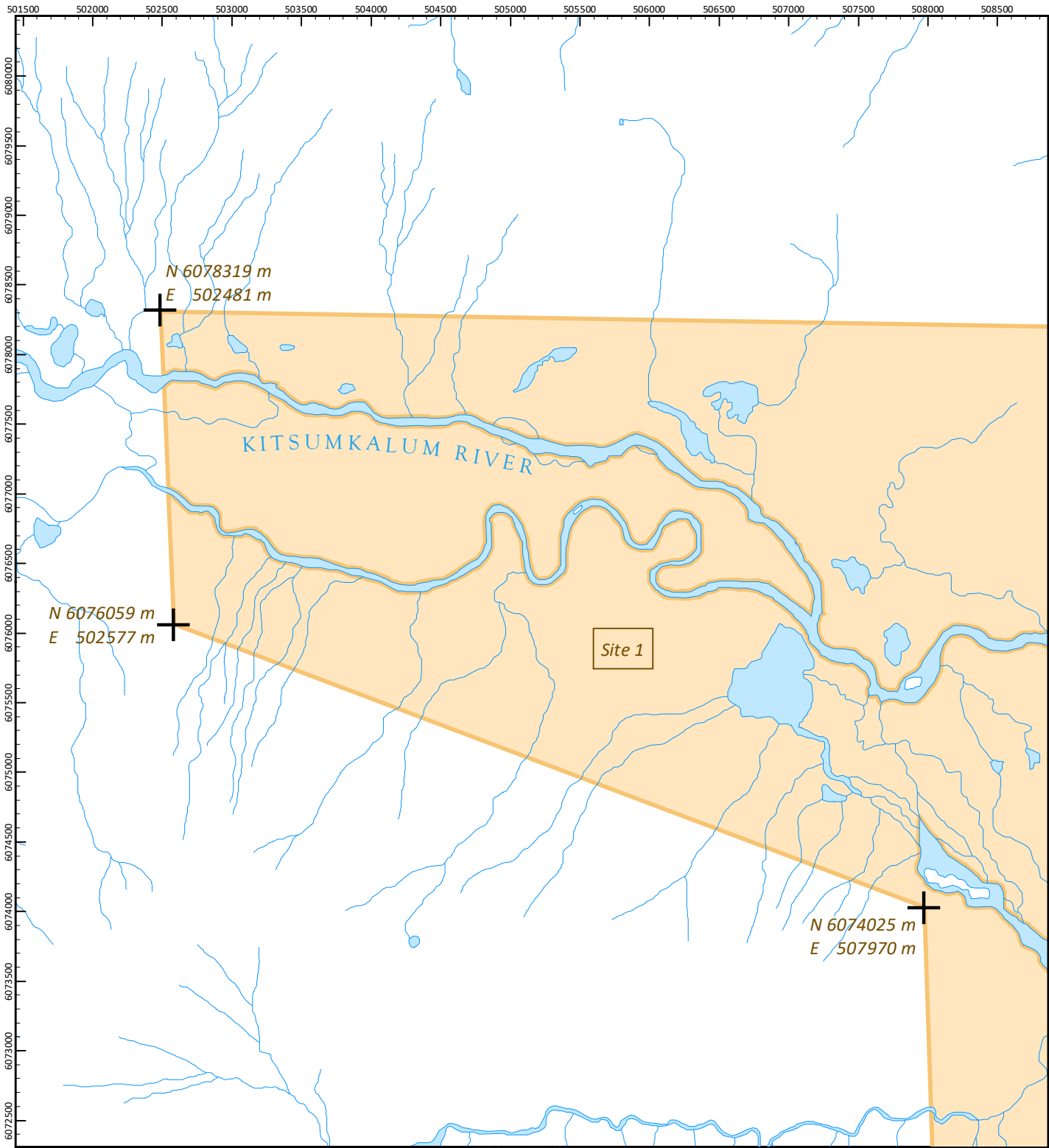
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 Projection: NAD 1983 UTM Zone 9N













This map is not to be relied on for any purpose other than defining the legal boundaries or descriptions of Former Provincial Crown Lands depicted.

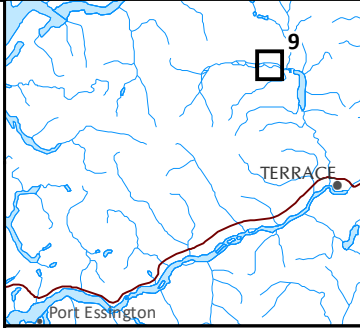
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
 Site 2 - Northwest corner of DL 442, Range 5 Coast District, thence clockwise.

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 8 of 46



	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor	 1:40,000 <i>Ratio scale correct when printed at 8.5" x 11"</i>  Metres	
	Survey parcel		
	Park or protected area		
	Municipality		



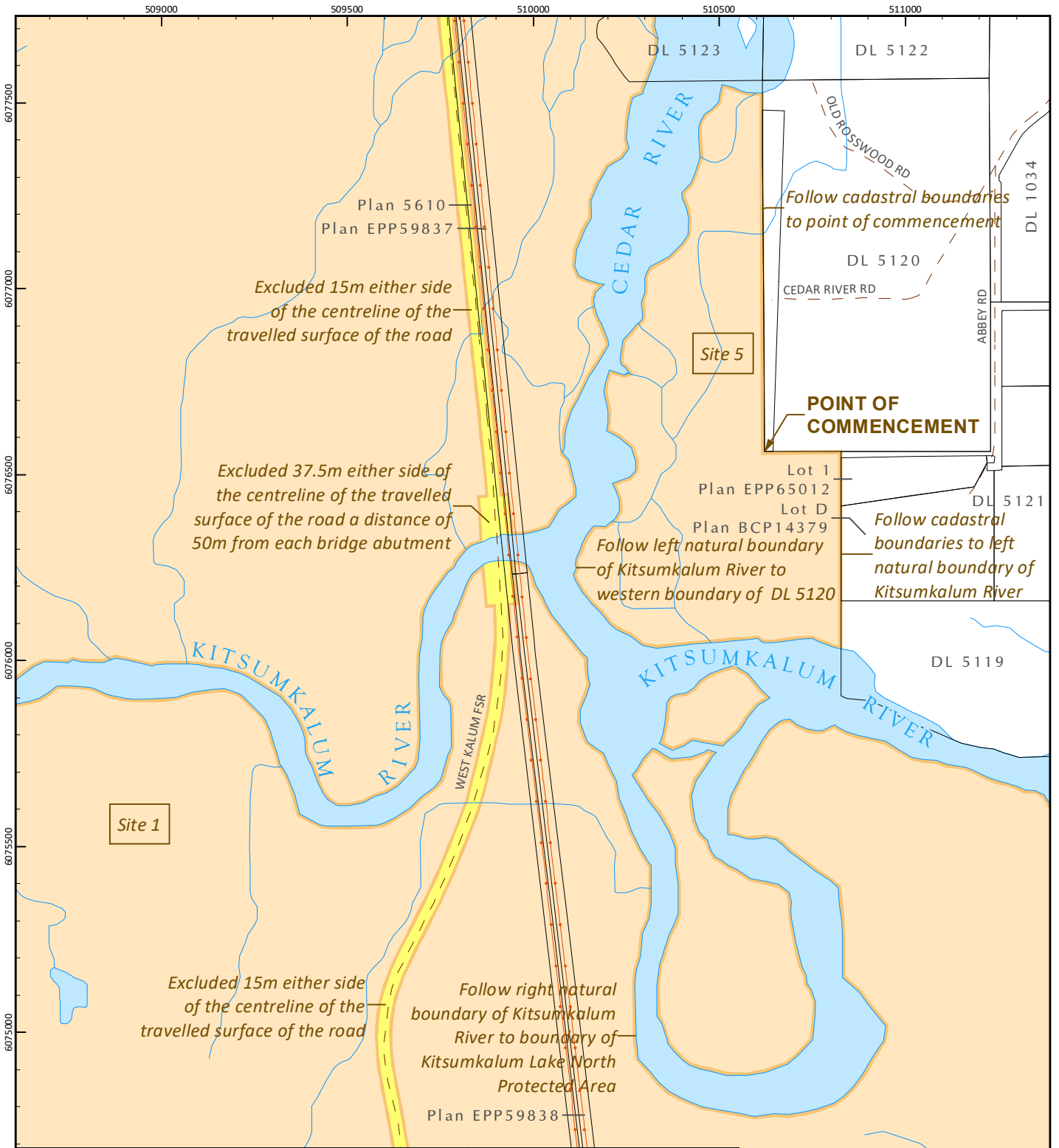
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

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POINT OF COMMENCEMENT
 Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 9 of 46



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line

1:15,000
Ratio scale correct when printed at 8.5" x 11"

0 300
Metres

10

TERRACE

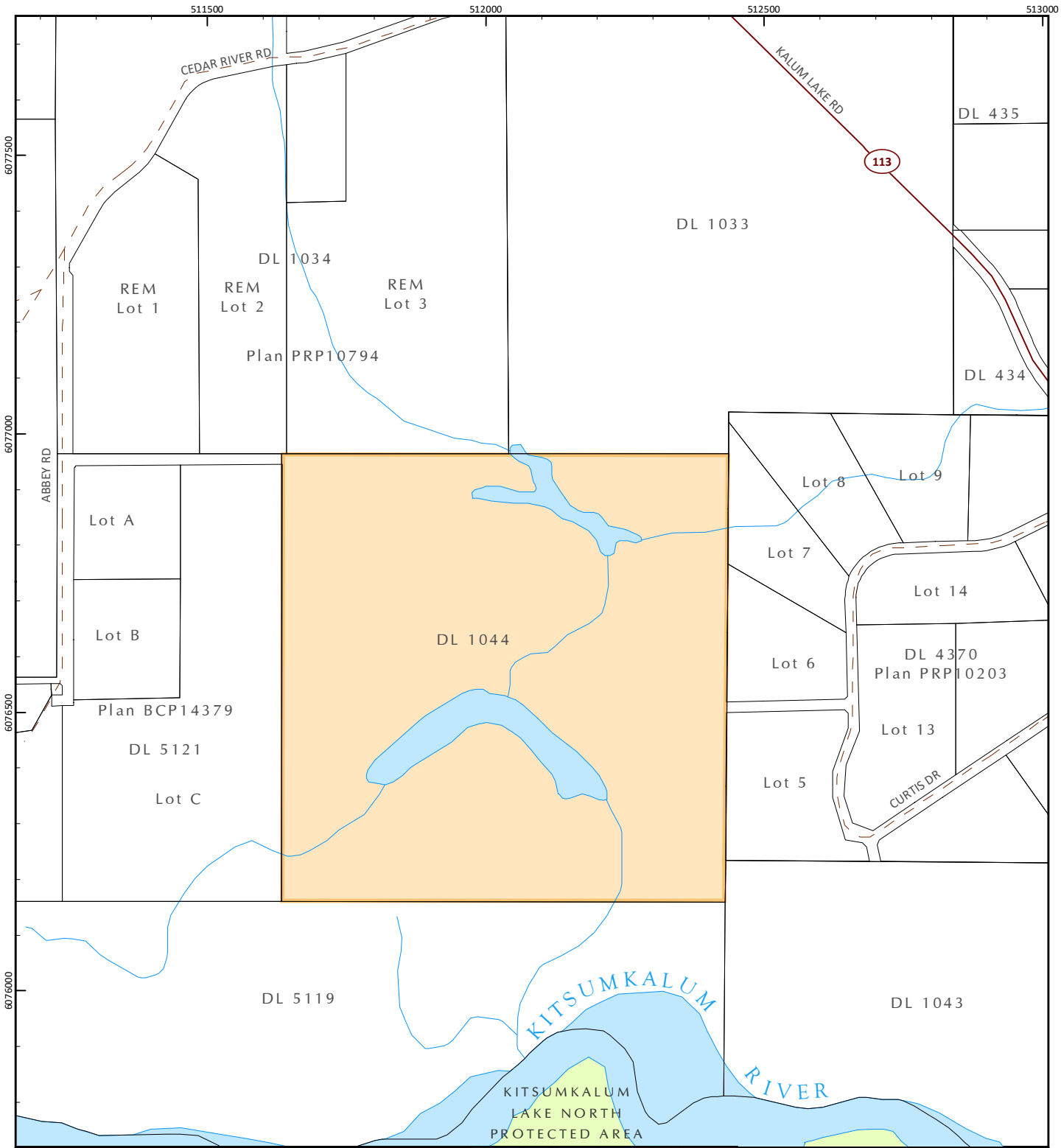
Port Essington








Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N




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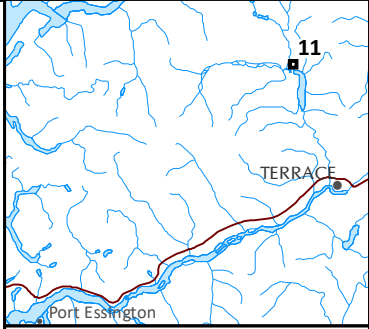
POINT OF COMMENCEMENT
Site 1 - See Map 39
Site 5 - Southwest corner of DL 5120, Range 5 Coast District, thence clockwise.



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line


 1:10,000
Ratio scale correct when printed at 8.5" x 11"

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 Metres



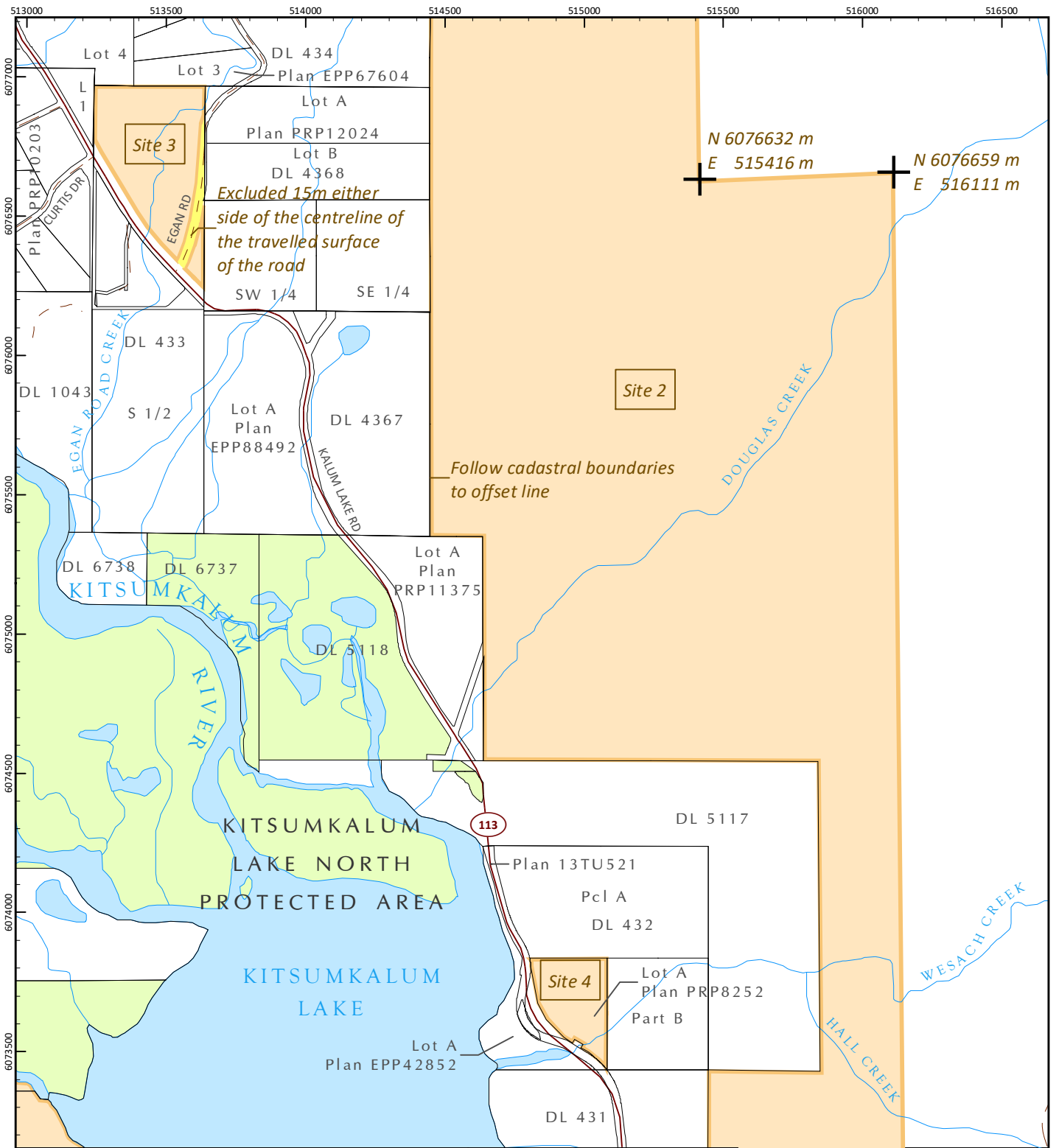
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 Projection: NAD 1983 UTM Zone 9N











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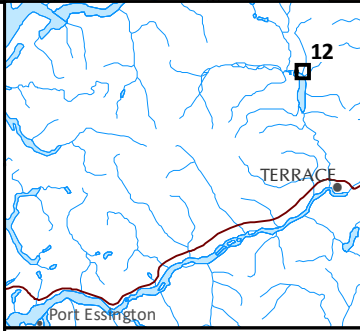
POINT OF COMMENCEMENT
Not required

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 11 of 46



	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		


 1:20,000
 Ratio scale correct when printed at 8.5" x 11"

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 Metres

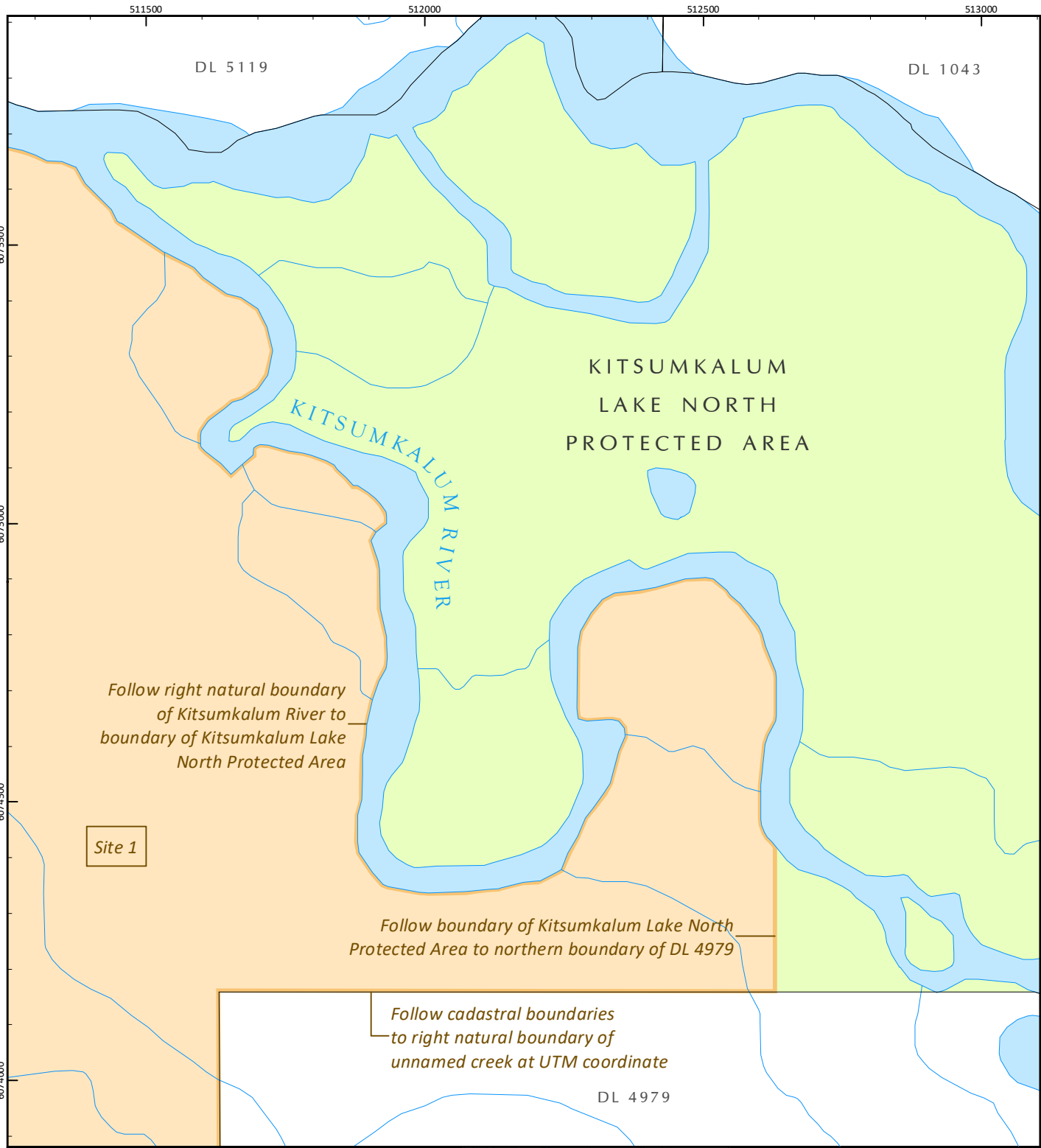












Cadastre derived from Crown Land Registry Services and Land Title Office
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 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

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POINT OF COMMENCEMENT
 Site 2 - See Map 8
 Site 3 - Not required
 Site 4 - Not required



	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		

1:10,000
Ratio scale correct when printed at 8.5" x 11"

0 200
Metres

13

TERRACE

Port Essington

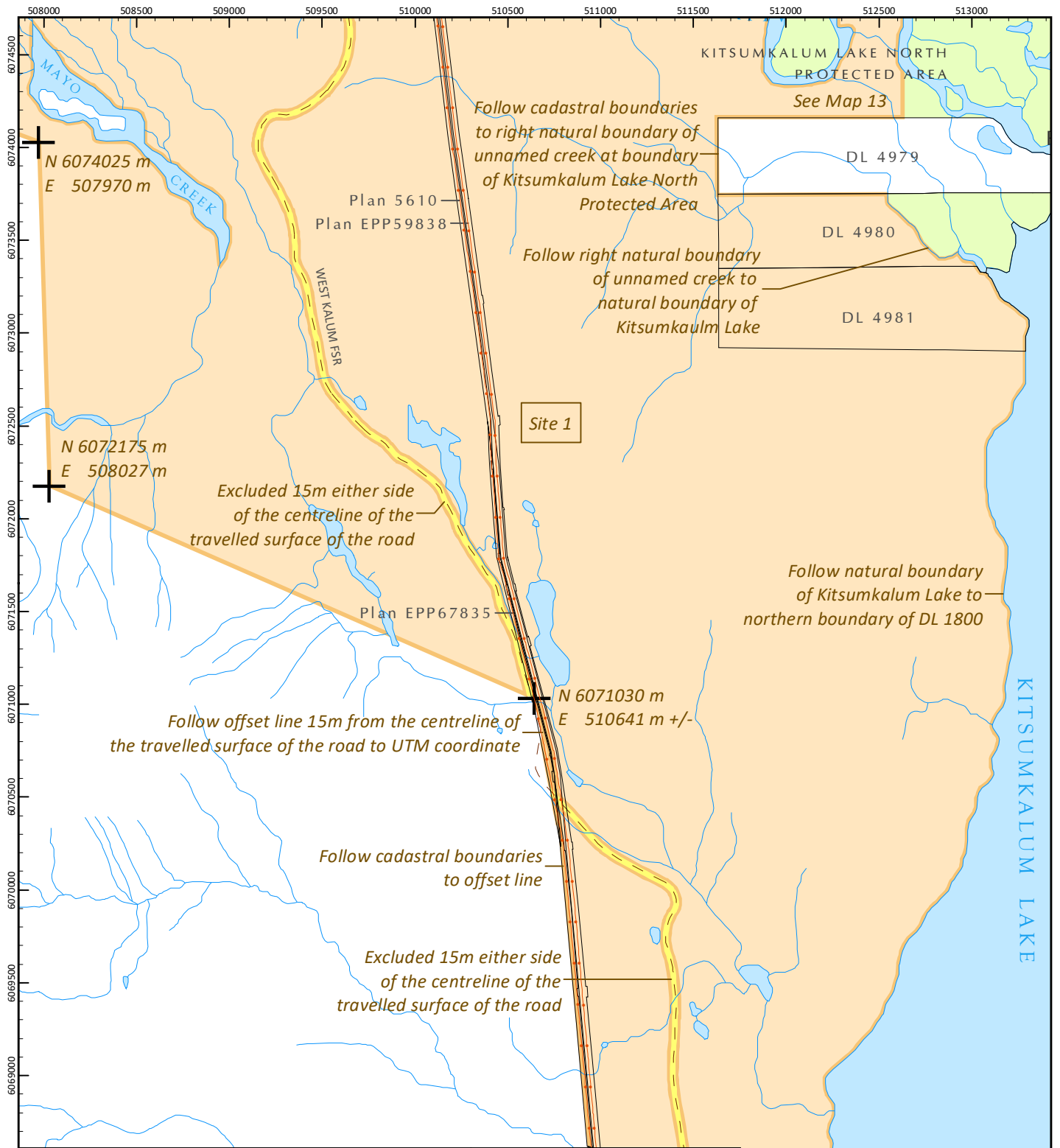
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Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

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POINT OF COMMENCEMENT
Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 13 of 46



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line

1:30,000
Ratio scale correct when printed at 8.5" x 11"

0 600
Metres

14

TERRACE

Port Essington

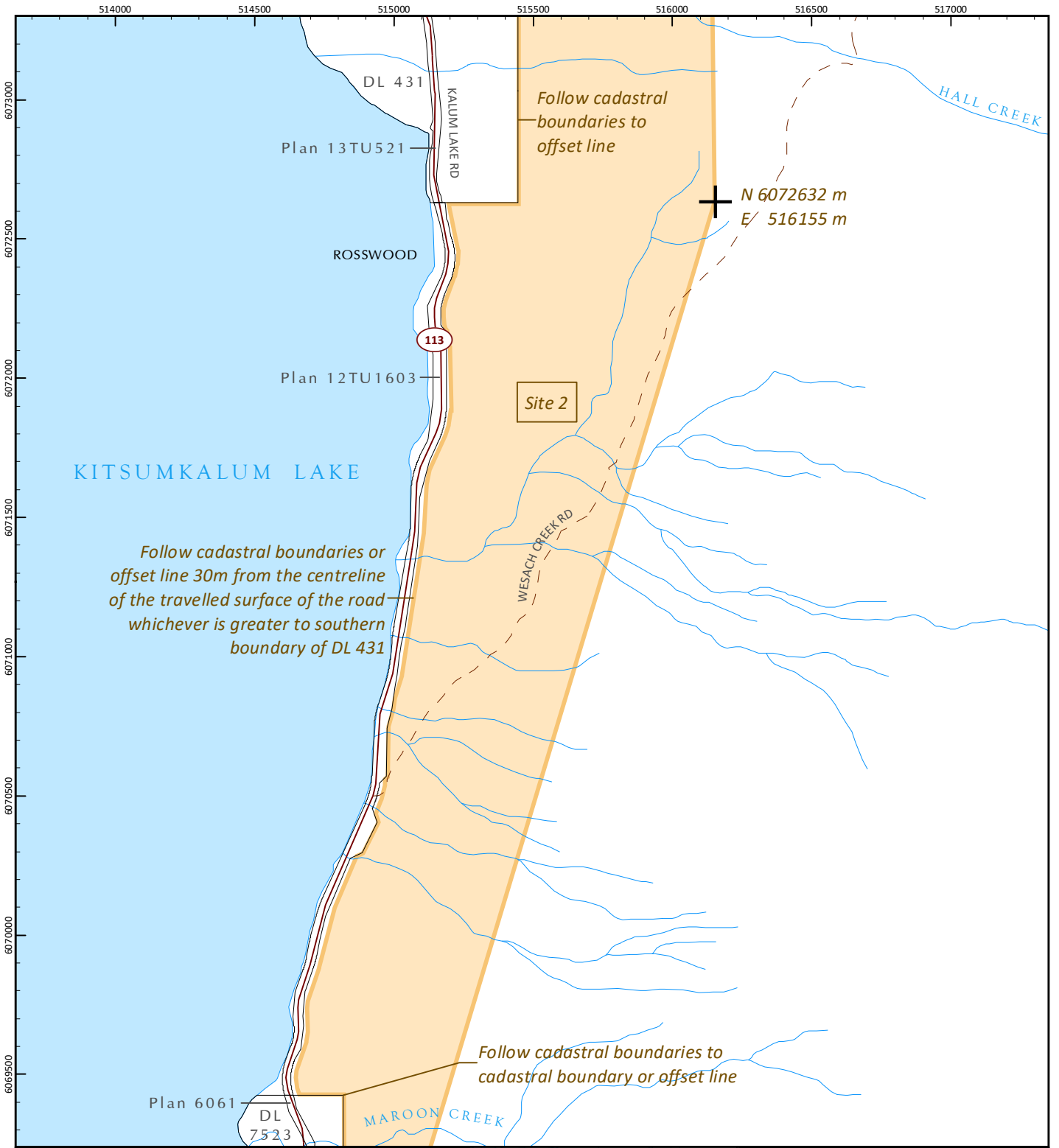
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Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

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POINT OF COMMENCEMENT
Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 14 of 46



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line

1:20,000
Ratio scale correct when printed at 8.5" x 11"

0 400
Metres

15

TERRACE

Port Essington

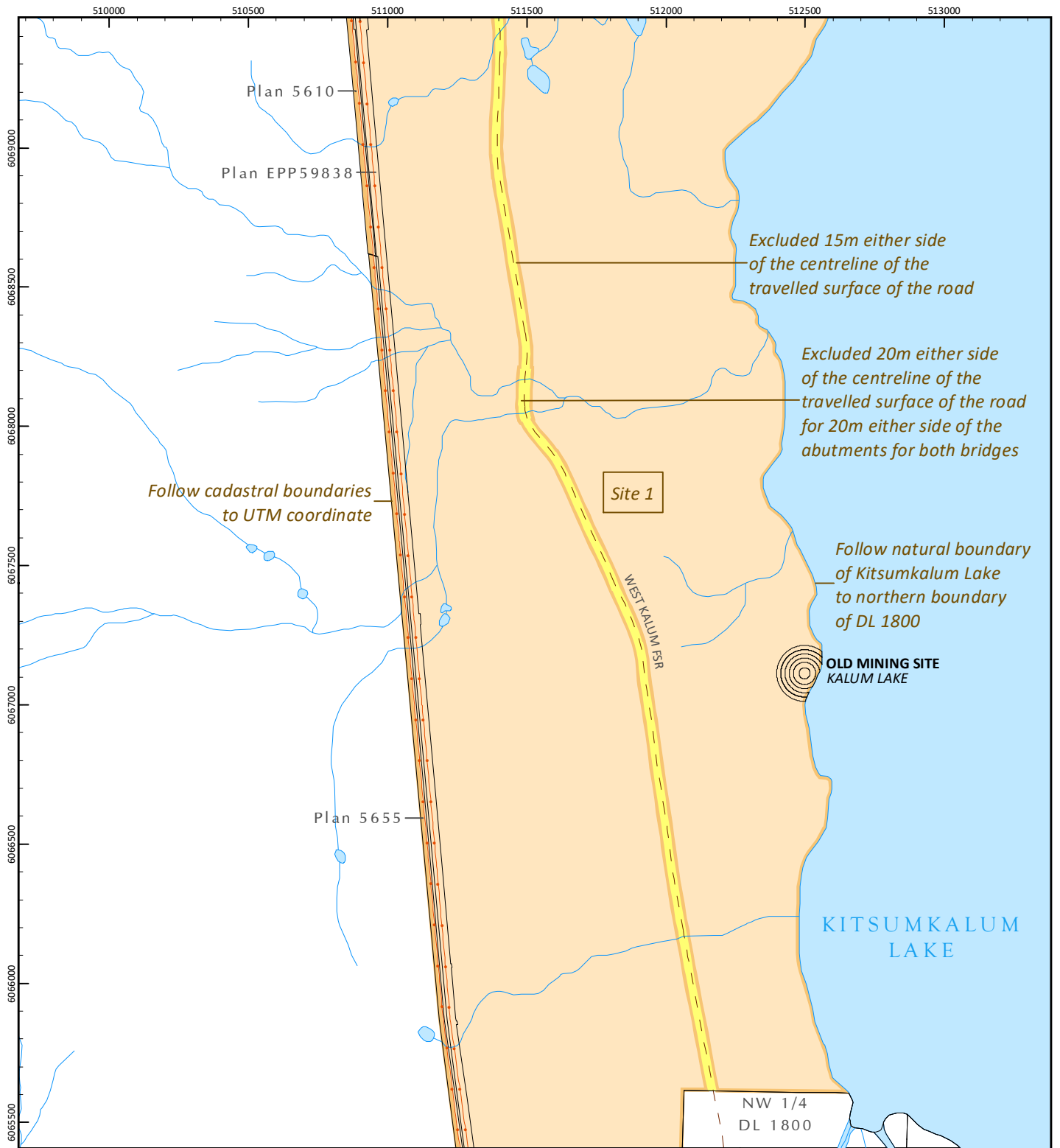
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Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N











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POINT OF COMMENCEMENT
Site 2 - See Map 8

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 15 of 46



	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		

1:20,000
Ratio scale correct when printed at 8.5" x 11"

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Metres

16
TERRACE
Port Essington

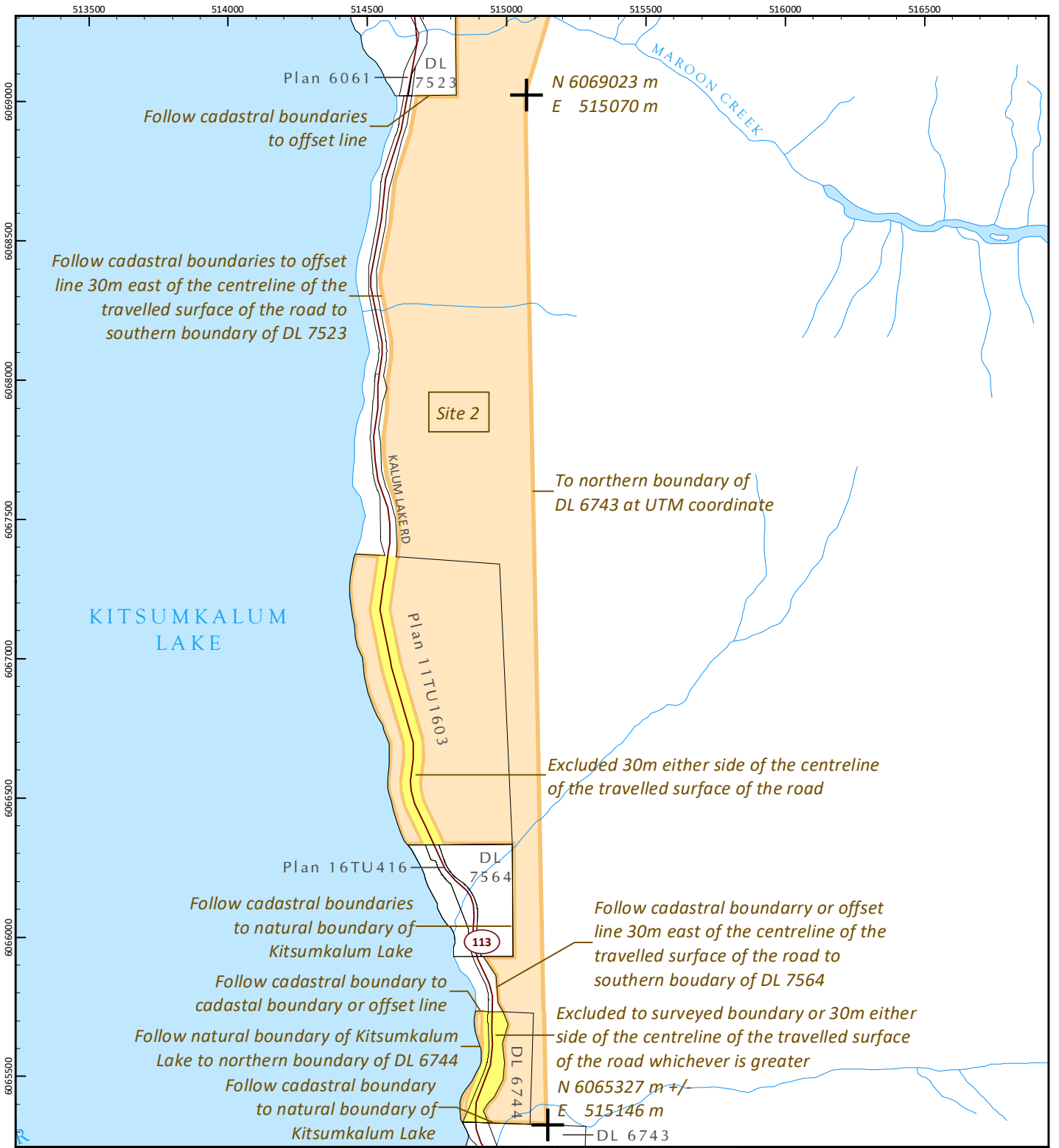
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Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

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POINT OF COMMENCEMENT
Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 16 of 46



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line

1:20,000
Ratio scale correct when printed at 8.5" x 11"

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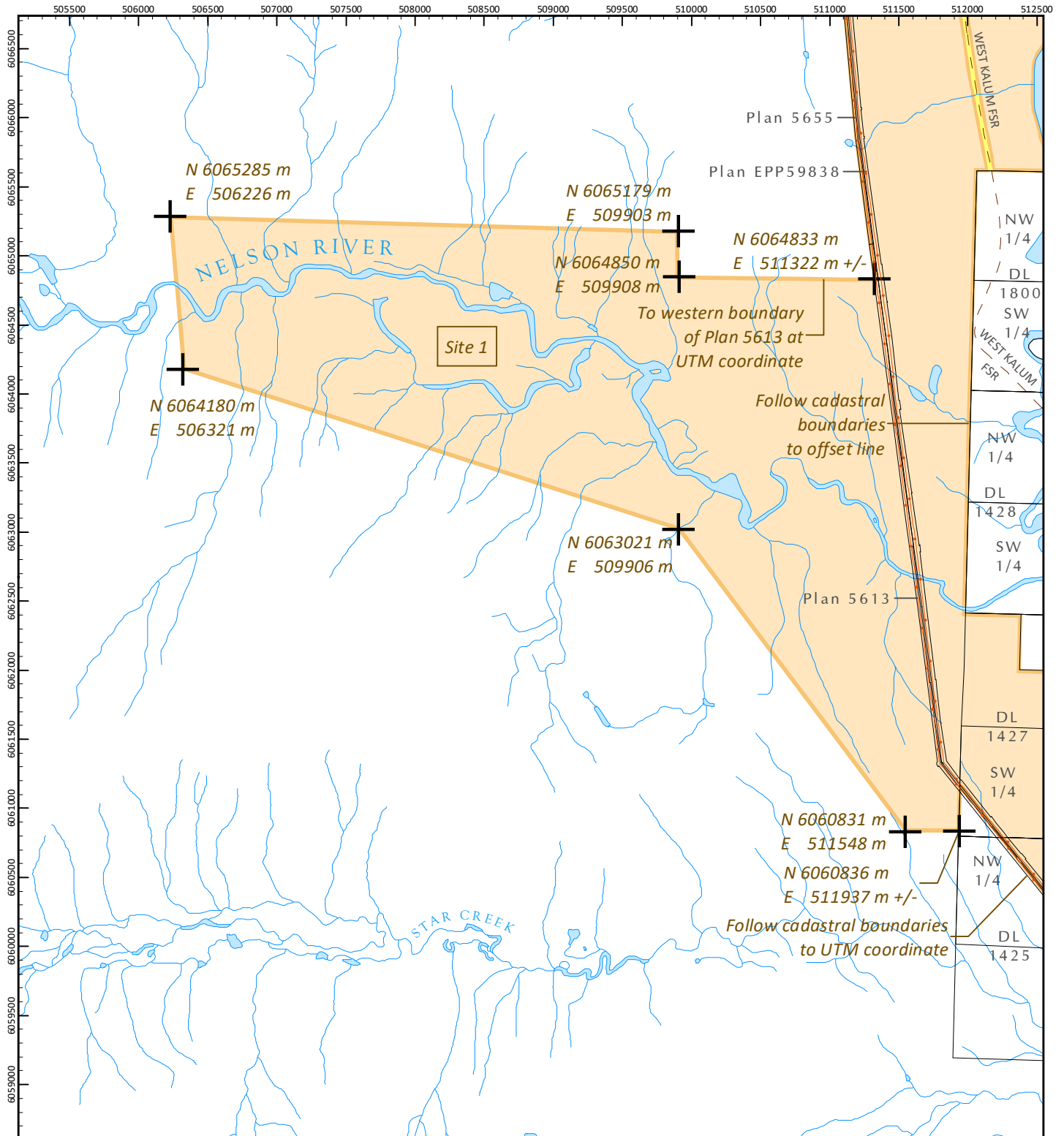
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

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POINT OF COMMENCEMENT
Site 2 - See Map 8

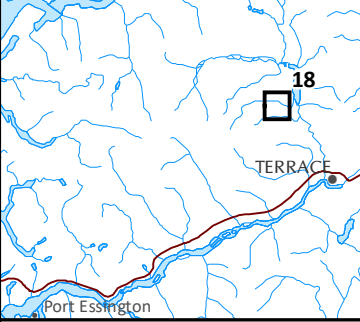
Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 17 of 46



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line


 1:40,000
Ratio scale correct when printed at 8.5" x 11"

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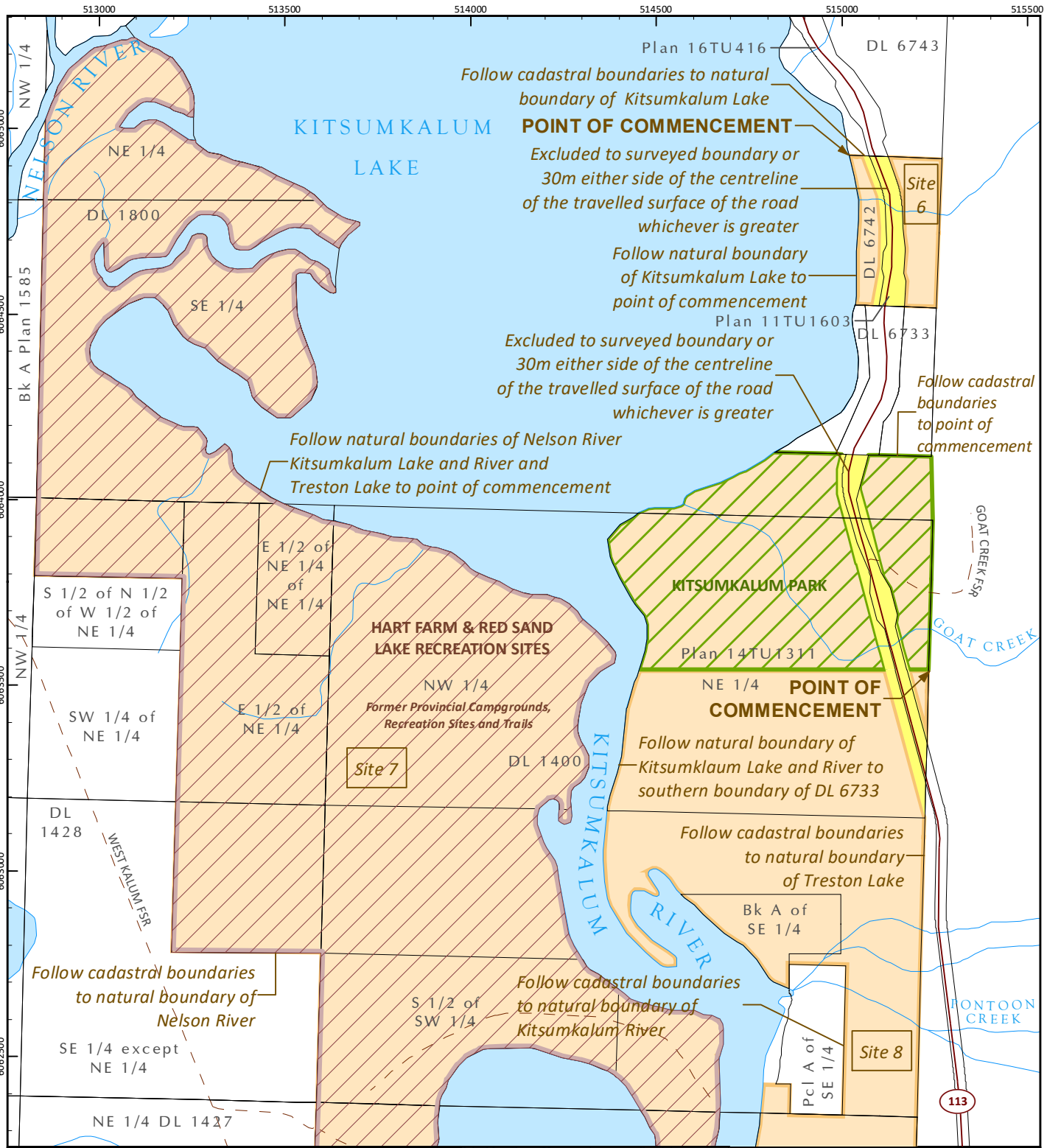
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POINT OF COMMENCEMENT
 Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 18 of 46



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line

1:15,000
 Ratio scale correct when printed at 8.5" x 11"

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 Metres

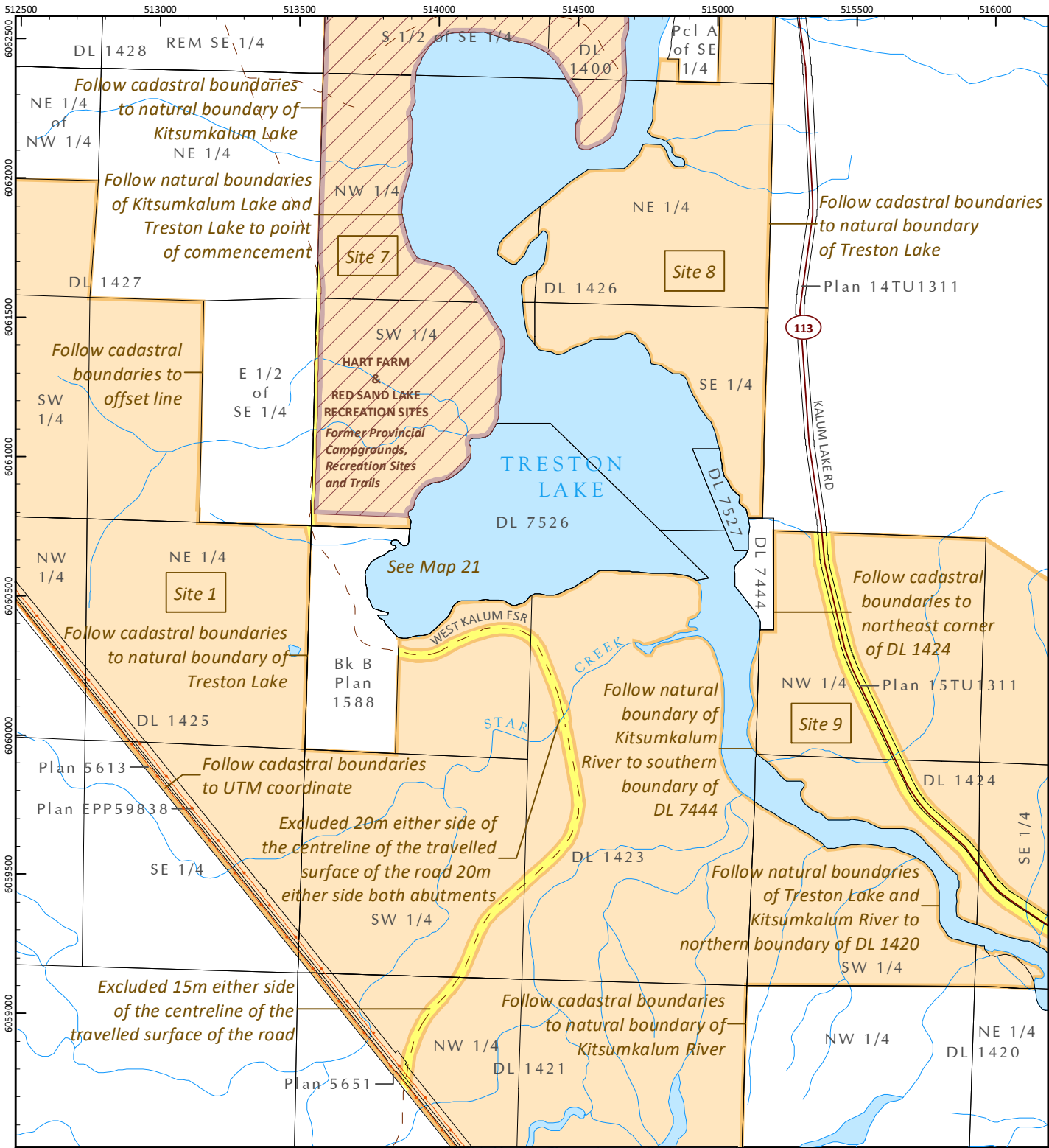
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POINT OF COMMENCEMENT
 Site 6 - Northern boundary of DL 6742, Range 5 Coast District at natural boundary of Kitsumkalum Lake, thence clockwise.
 Site 7 - See Map 21
 Site 8 - Southeast corner of Kitsumkalum Park, thence clockwise.

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 19 of 46



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line

1:20,000
 Ratio scale correct when printed at 8.5" x 11"

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 Metres

Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

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POINT OF COMMENCEMENT
 Site 1 - See Map 39
 Site 7 - See Map 21
 Site 8 - See Map 19
 Site 9 - See Map 25

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 20 of 46

513000

513500

514000

NE 1/4

NW 1/4

NE 1/4

SE 1/4

DL 1427

DL 1426

Follow offset line 15m from the centreline of the travelled surface of the road to eastern boundary of DL 1427

Follow natural boundary of Kitsumkalum Lake and Treston Creek to point of commencement

HART FARM & RED SAND LAKE RECREATION SITES

Former Provincial Campgrounds, Recreation Sites and Trails

Site 7

TRESTON LAKE

POINT OF COMMENCEMENT DL 7526

E 1/2 of SE 1/4

Follow offset line 15m from the centreline of the travelled surface of the road to western boundary of DL 1423

Follow cadastral boundary to offset line

NE 1/4

WEST KALUM FSR

Follow cadastral boundaries to natural boundary of Treston Lake

Bk B Plan 1588

Excluded 15m either side of the centreline of the travelled surface of the road

Plan 5613

Plan EPP59838











DL 1423



SE 1/4

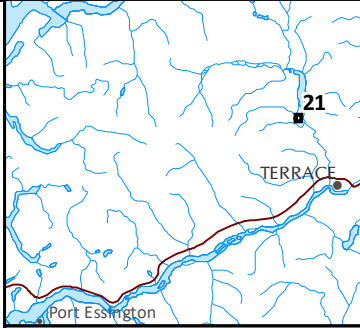
Site 1

STAR CREEK

SW 1/4

	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		


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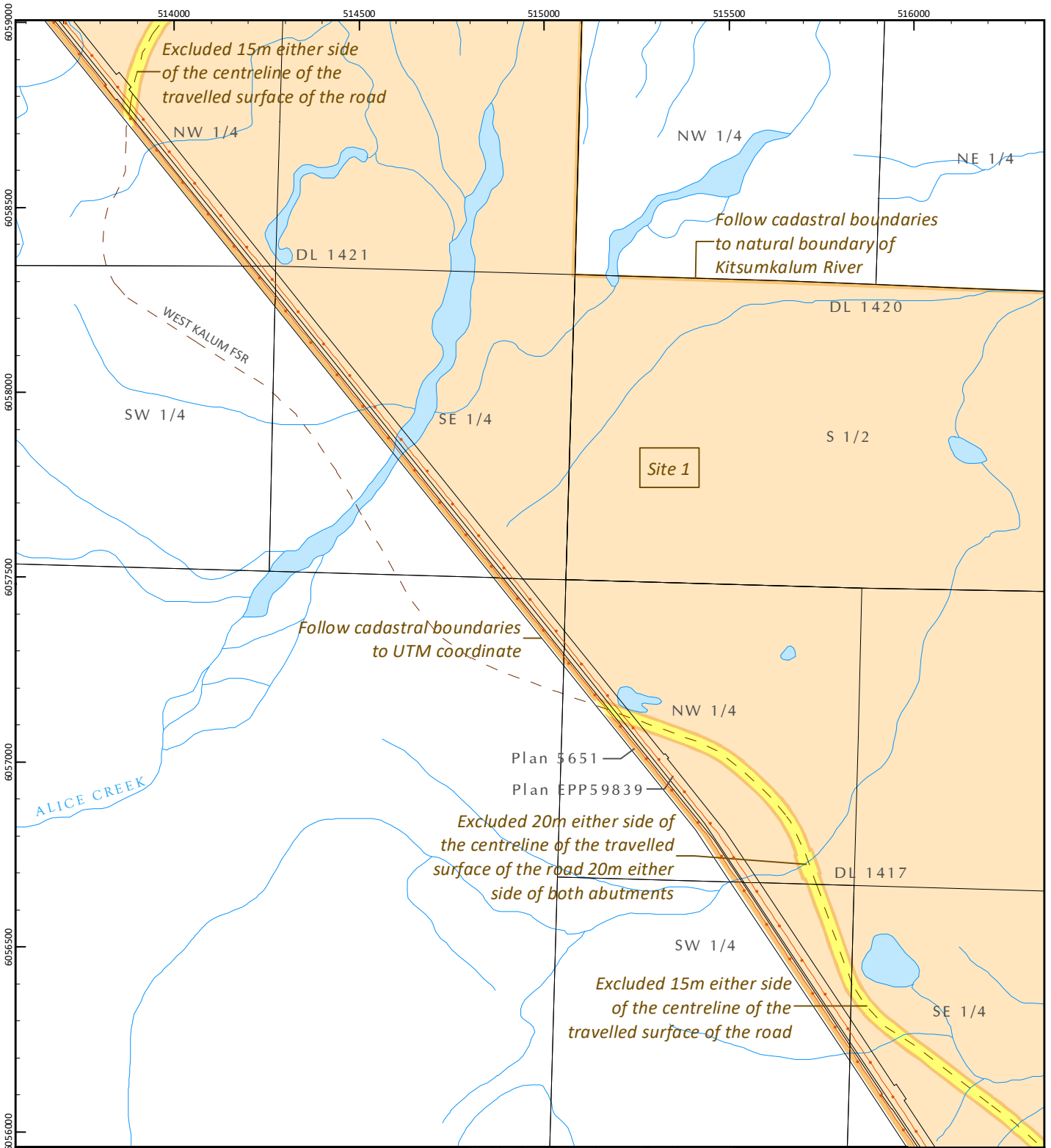
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POINT OF COMMENCEMENT
 Site 1 - See Map 39
 Site 7 - Northeast corner of Block B, DL 1423, Plan 1588, thence clockwise.

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 21 of 46



	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		

1:15,000
Ratio scale correct when printed at 8.5" x 11"

0 300
Metres

22

TERRACE

Port Essington

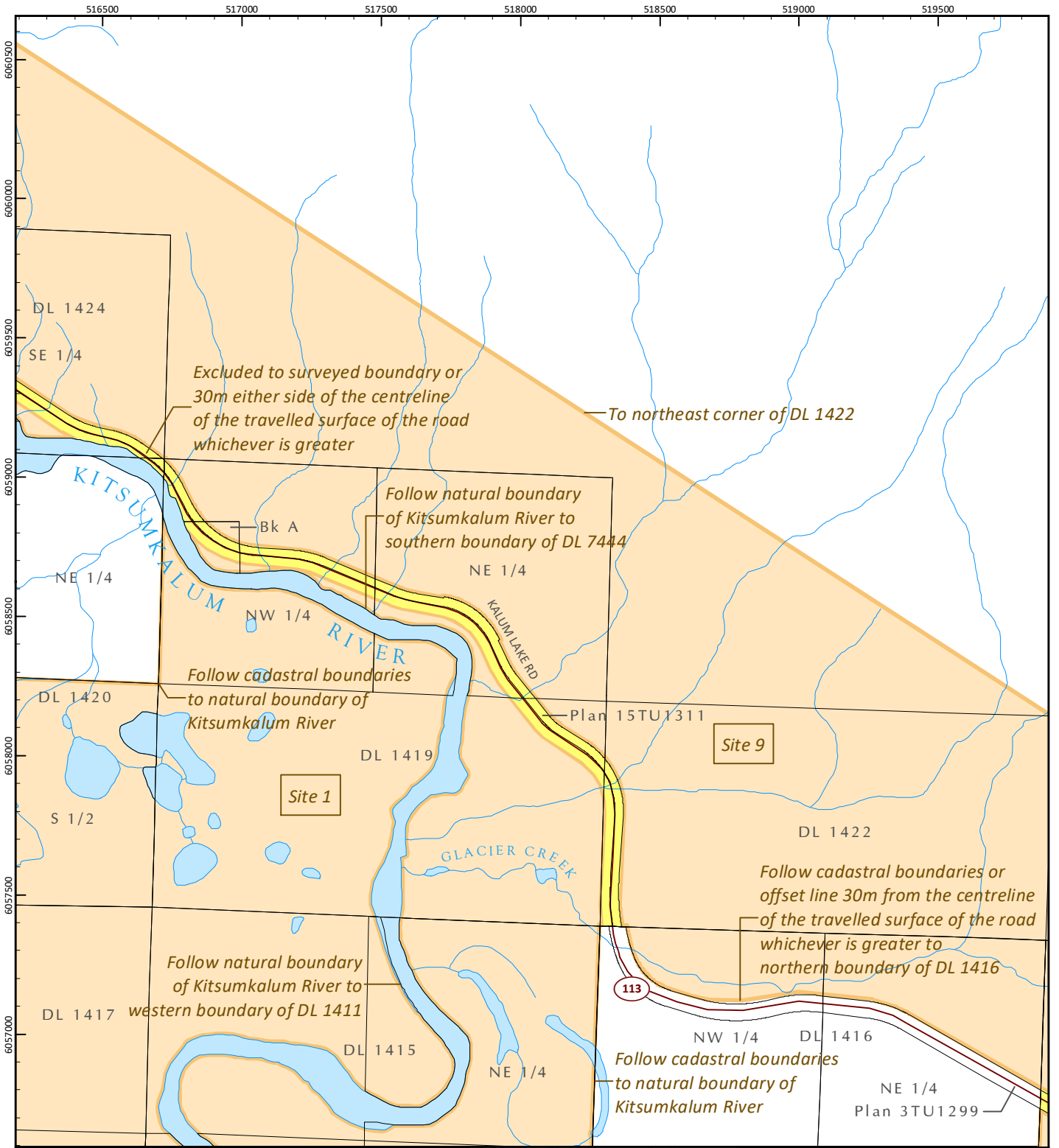
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Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N











This map is not to be relied on for any purpose other than defining the legal boundaries or descriptions of Former Provincial Crown Lands depicted.



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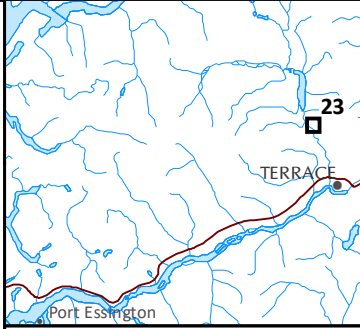
POINT OF COMMENCEMENT
Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 22 of 46



	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		


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 Ratio scale correct when printed at 8.5" x 11"

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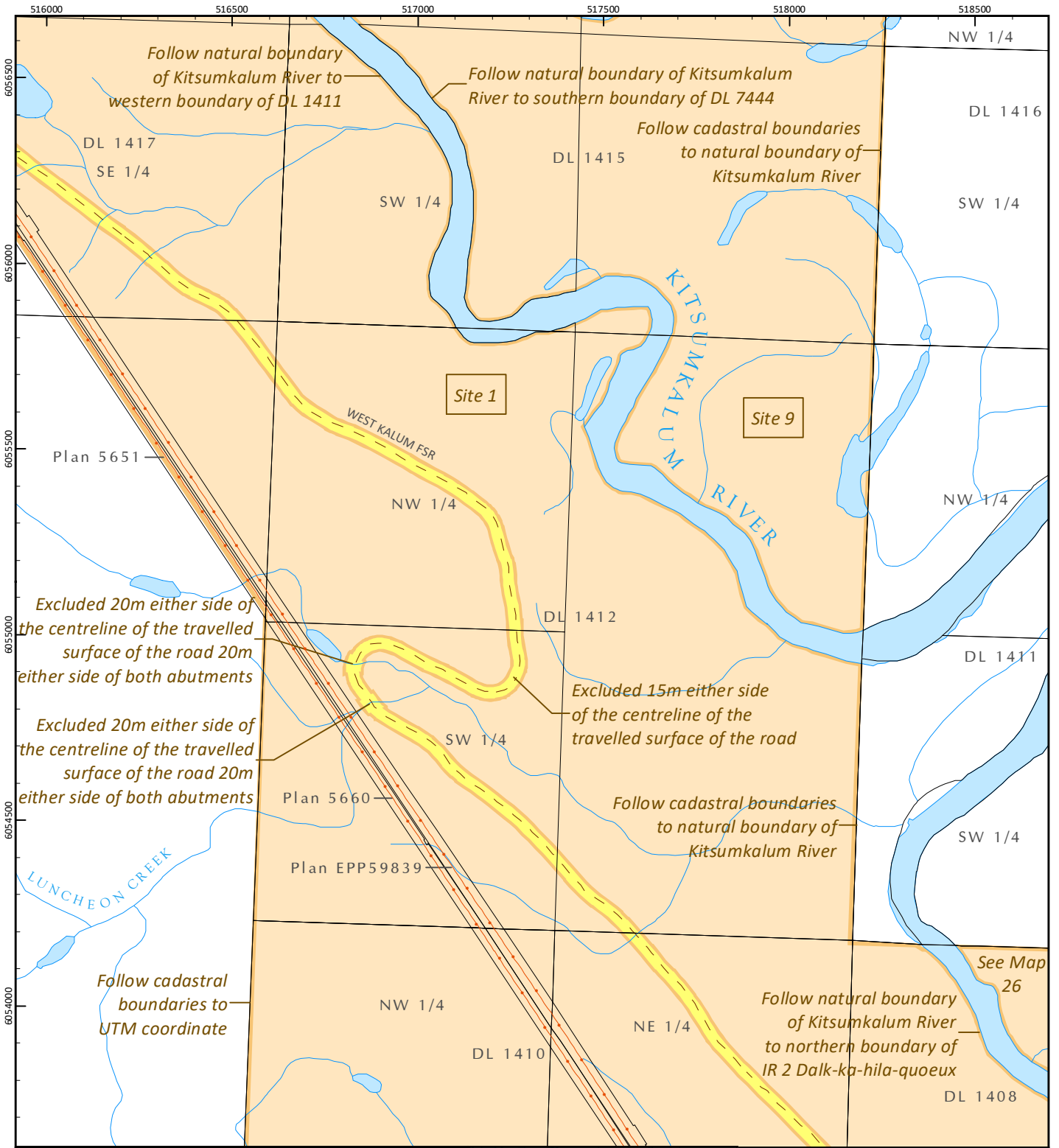
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 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N








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POINT OF COMMENCEMENT
 Site 1 - See Map 39
 Site 9 - See Map 25

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 23 of 46



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line

1:15,000
 Ratio scale correct when printed at 8.5" x 11"
 0 300
 Metres

24
 TERRACE
 Port Essington

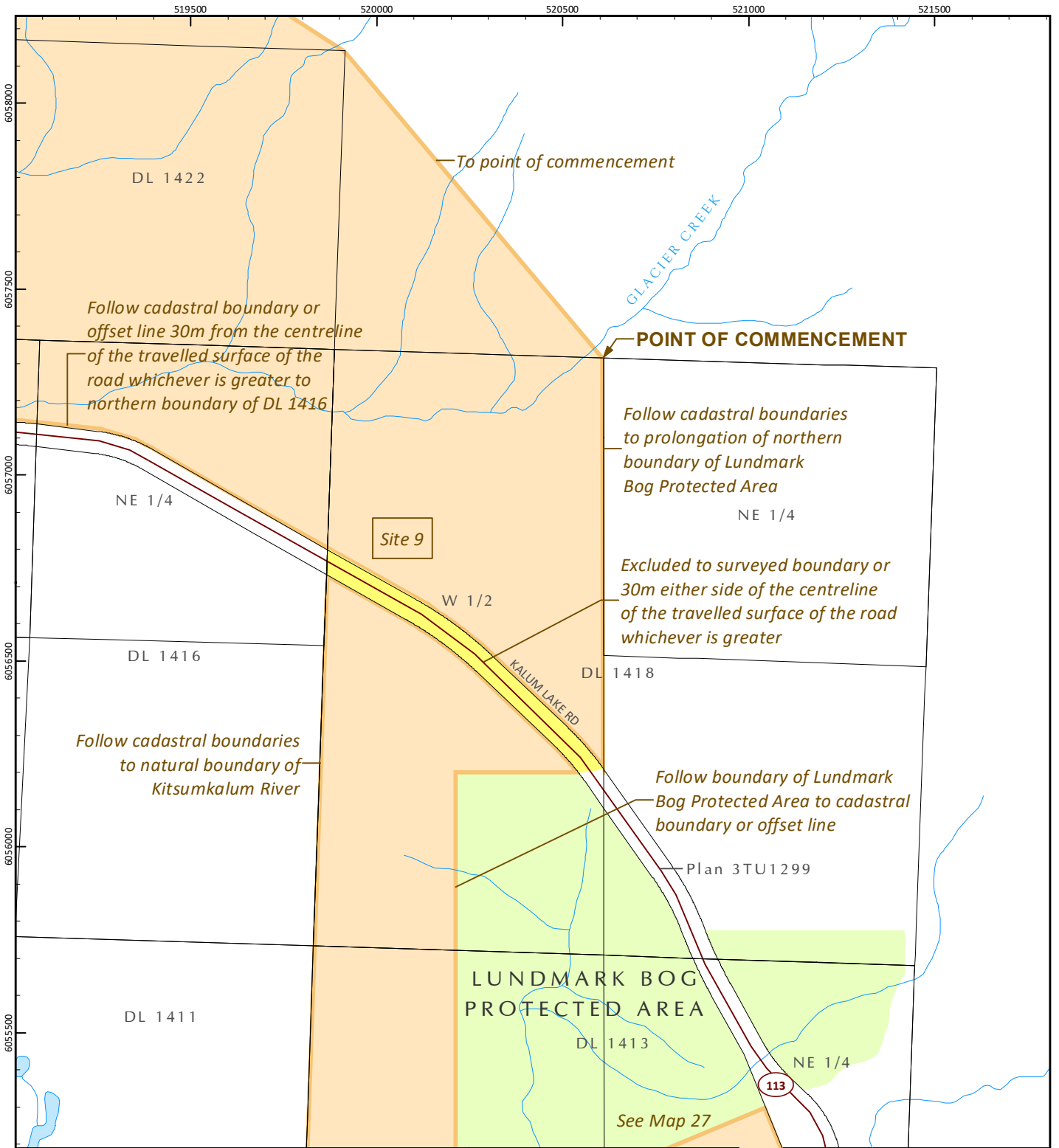
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 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N











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POINT OF COMMENCEMENT
 Site 1 - See Map 39
 Site 9 - See Map 25

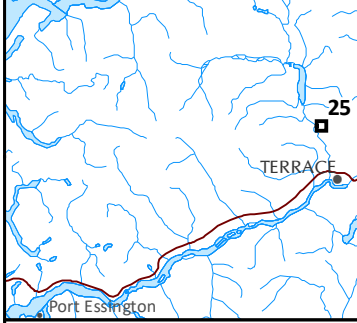
Appendix B-3, Part 1
 Kitsumkalum Lands
 Former Provincial Crown Land
 Map 24 of 46



	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		

1:15,000
Ratio scale correct when printed at 8.5" x 11"

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Metres



25
TERRACE
Port Essington

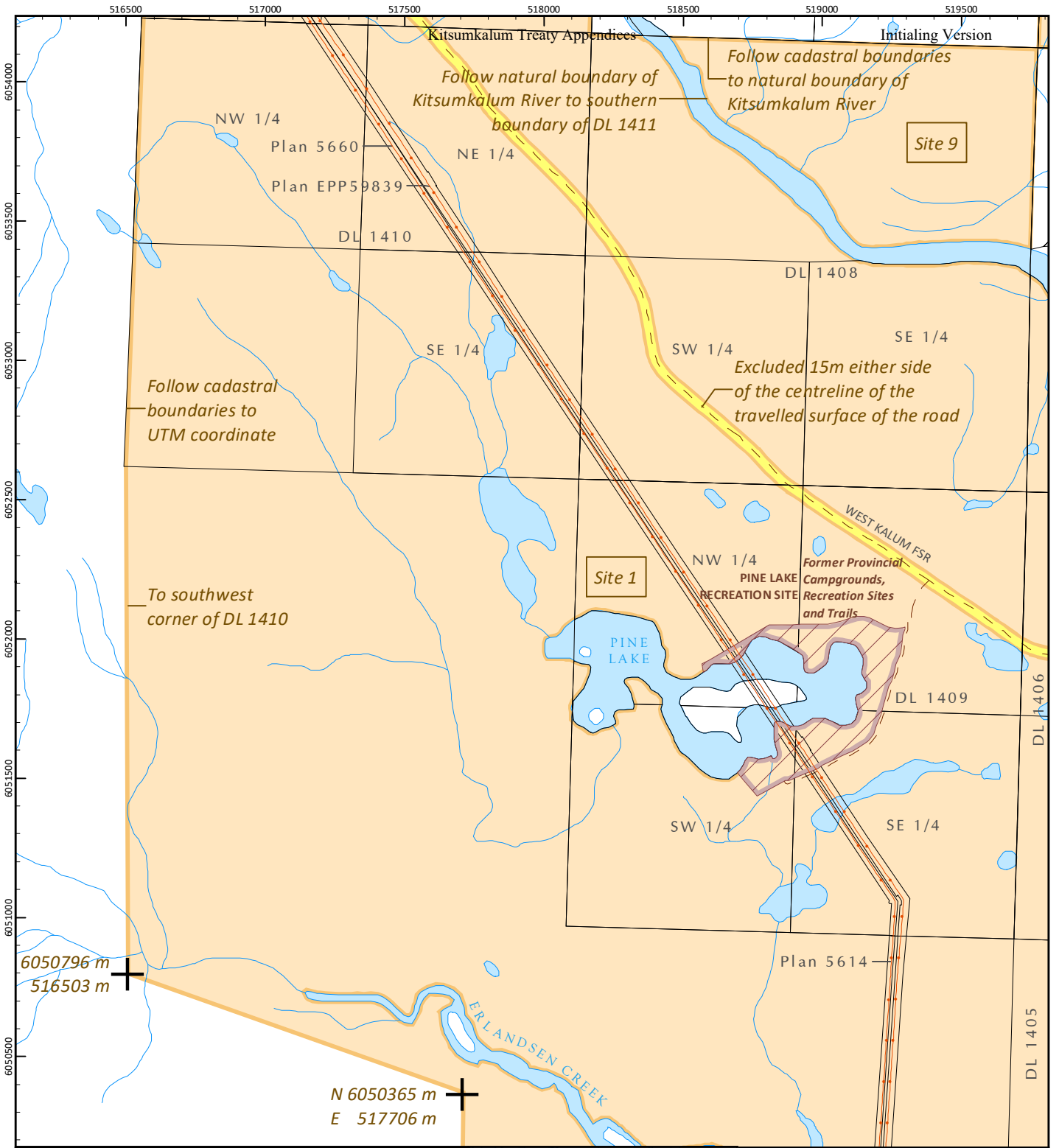
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Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N











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POINT OF COMMENCEMENT
Site 9 - Northeast corner of West 1/2, DL 1418, Range 5 Coast District, thence clockwise.

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 25 of 46



	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		

1:20,000
Ratio scale correct when printed at 8.5" x 11"

0 400
Metres

26
TERRACE

Port Essington

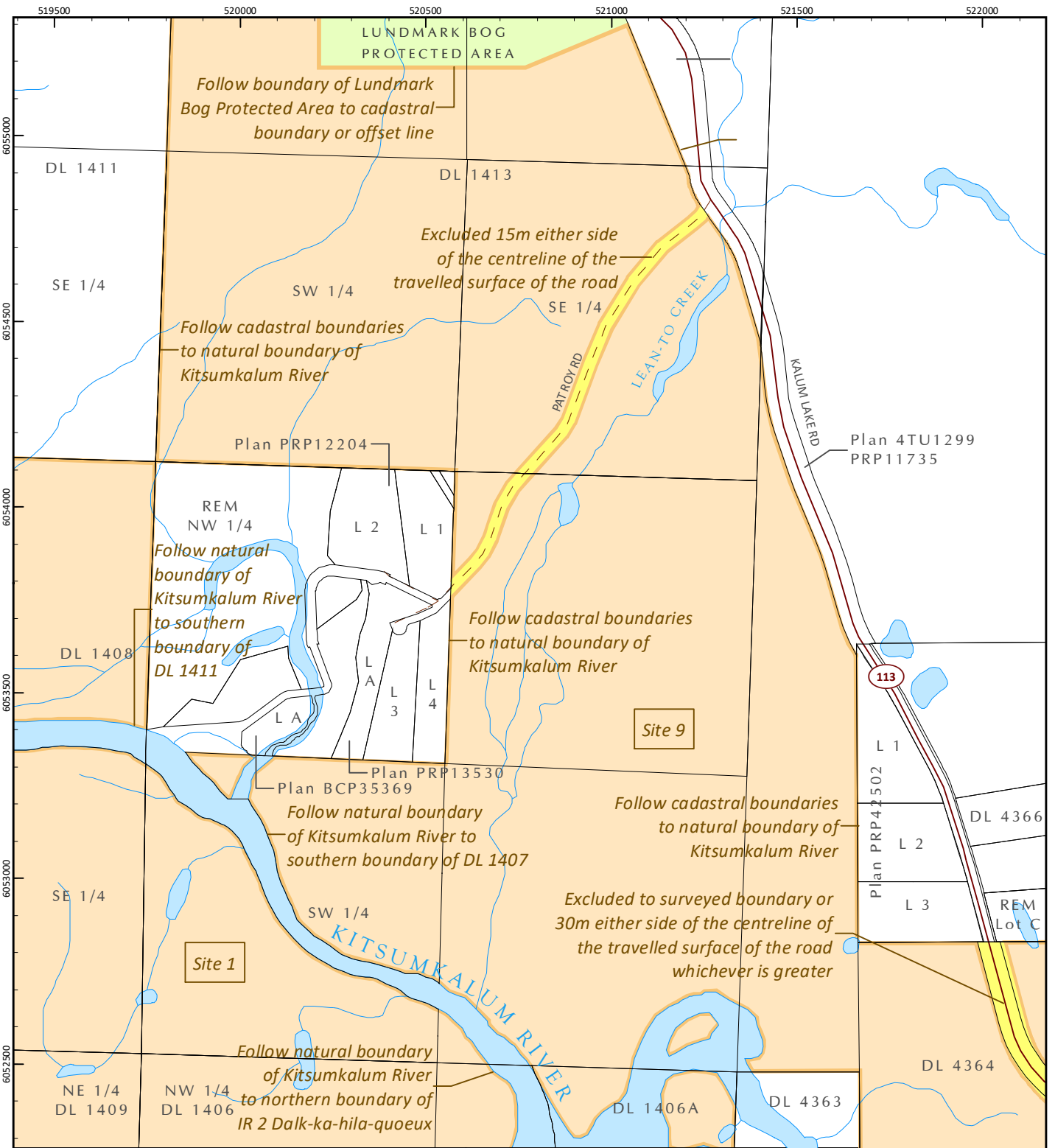
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Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N








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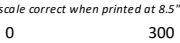
POINT OF COMMENCEMENT
Site 1 - See Map 39
Site 9 - See Map 25

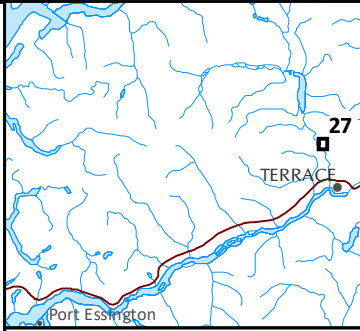
Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 26 of 46



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line


 1:15,000
 Ratio scale correct when printed at 8.5" x 11"

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 Metres



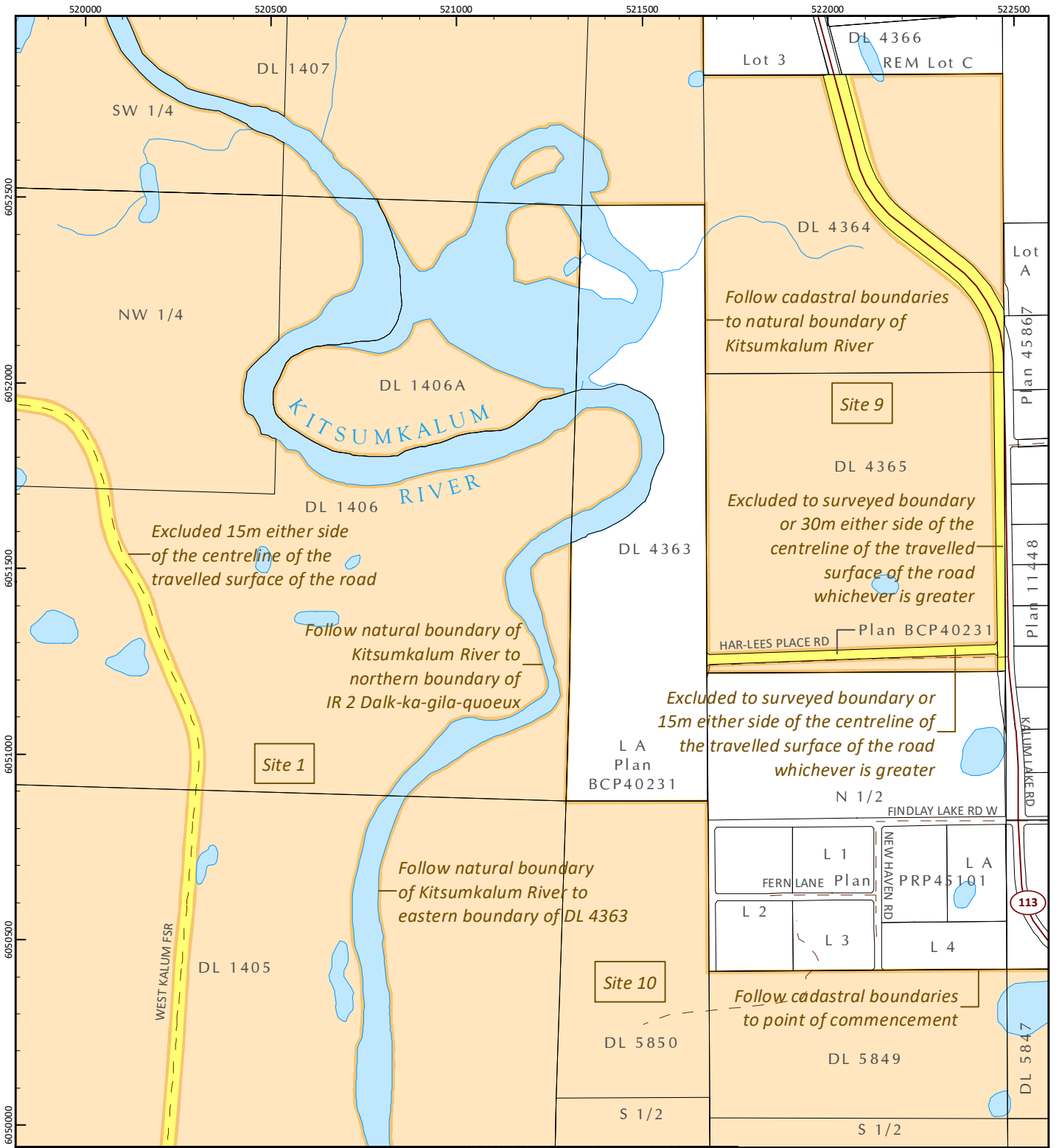
Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N








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Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
 Site 1 - See Map 39
 Site 9 - See Map 25
 Islands - Not required

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 27 of 46



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line

1:15,000

Ratio scale correct when printed at 8.5" x 11"

0 300

Metres

28

TERRACE

Port Essington

Cadastre derived from Crown Land Registry Services and Land Title Office

Base map derived from 1:20,000 BC provincial base data

Land District: Range 5 Coast

Projection: NAD 1983 UTM Zone 9N

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POINT OF COMMENCEMENT

Site 1 - See Map 39

Site 9 - See Map 25

Site 10 - See Map 29

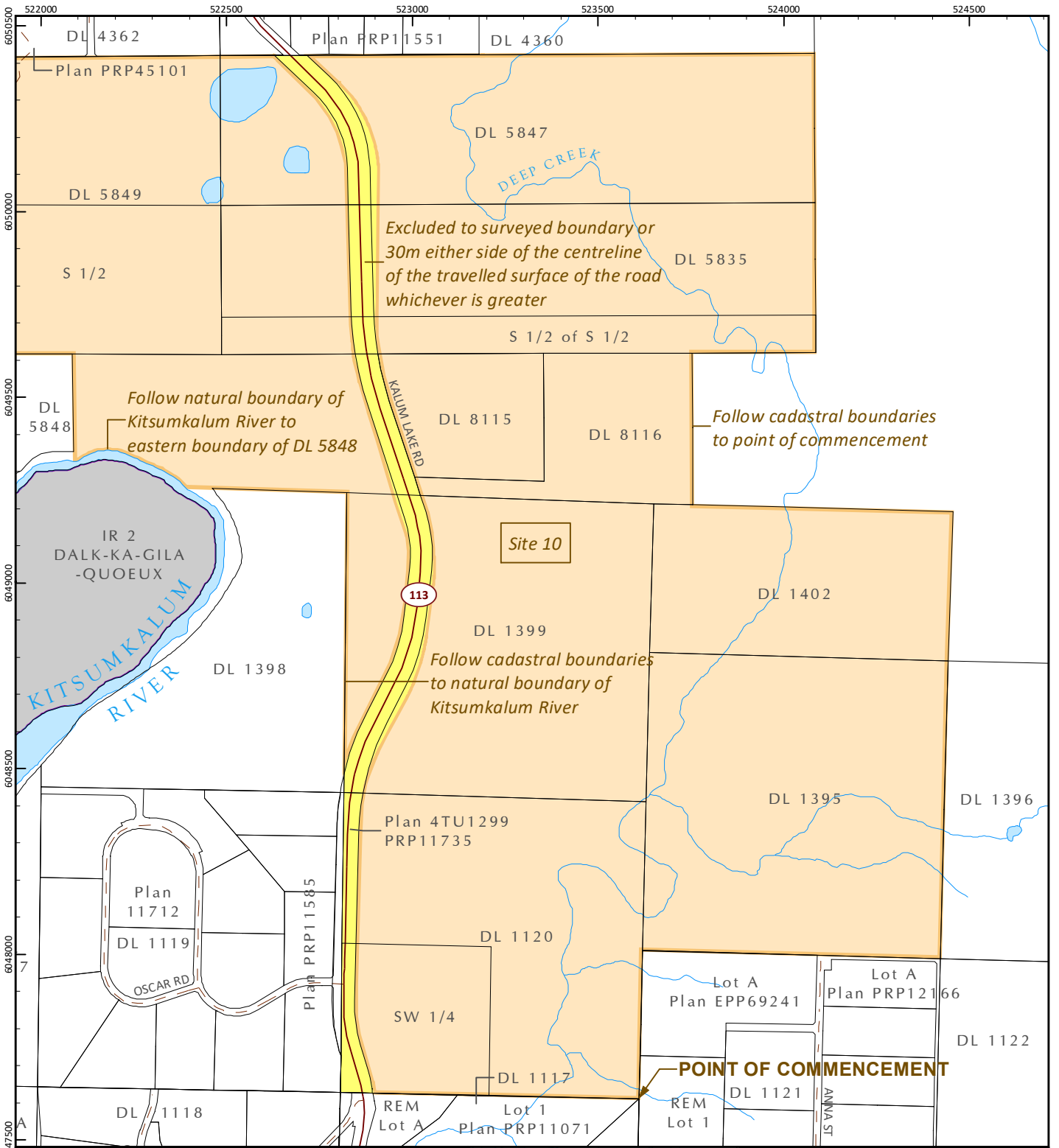
Islands - Not required

Appendix B-3, Part 1

Kitsumkalum Lands

Former Provincial Crown Land

Map 28 of 46













Excluded to surveyed boundary or 30m either side of the centreline of the travelled surface of the road whichever is greater


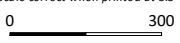
Follow natural boundary of Kitsumkalum River to eastern boundary of DL 5848

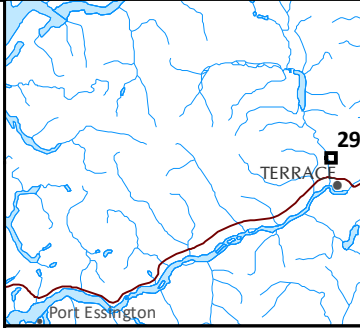
Follow cadastral boundaries to point of commencement

Follow cadastral boundaries to natural boundary of Kitsumkalum River

POINT OF COMMENCEMENT

	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		


 1:15,000
Ratio scale correct when printed at 8.5" x 11"

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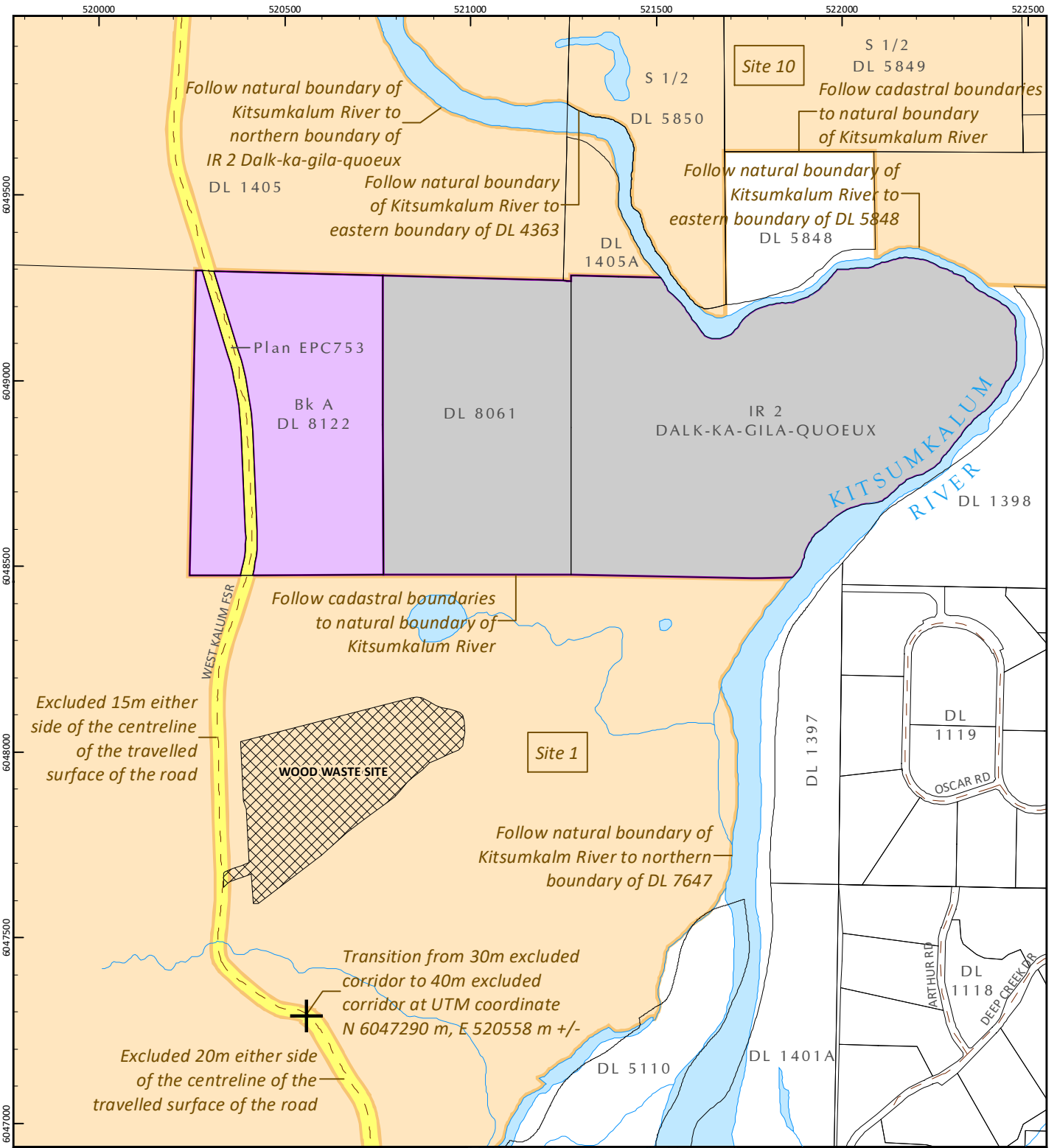
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 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N











This map is not to be relied on for any purpose other than defining the legal boundaries or descriptions of Former Provincial Crown Lands depicted.


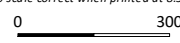
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

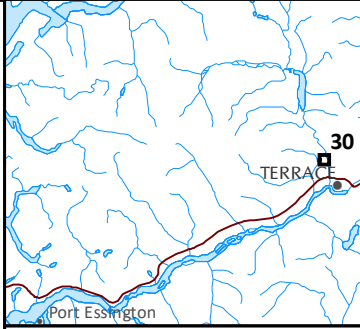
POINT OF COMMENCEMENT
 Site 10 - Southeast corner of DL 1120, Range 5 Coast District, thence clockwise.

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 29 of 46



	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		


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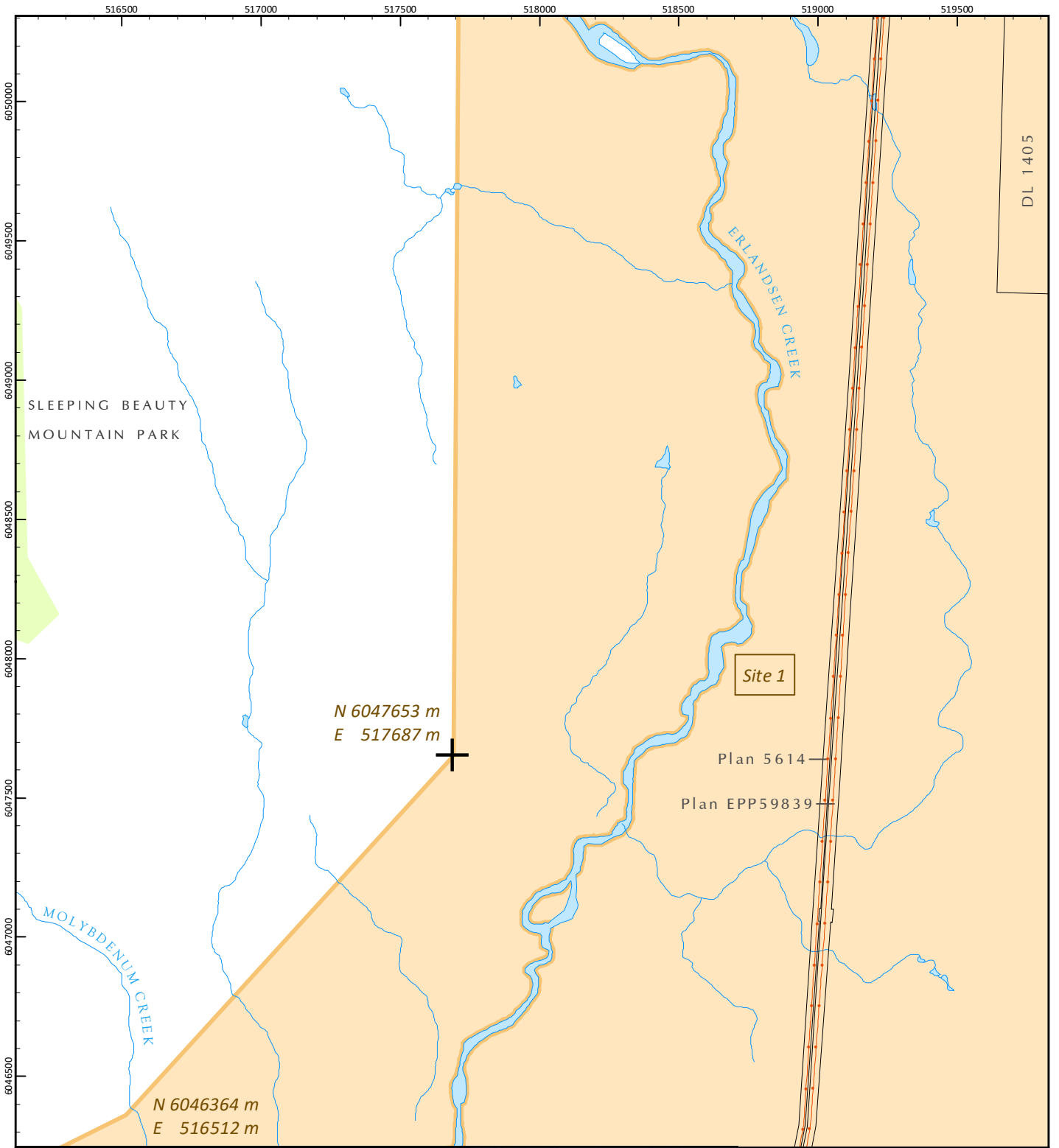
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 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

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POINT OF COMMENCEMENT
 Site 1 - See Map 39
 Site 10 - See Map 29



Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 30 of 46

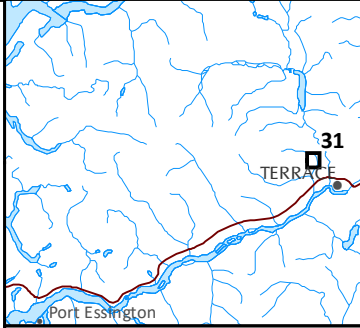


DL 1405

	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line


 1:20,000
Ratio scale correct when printed at 8.5" x 11"

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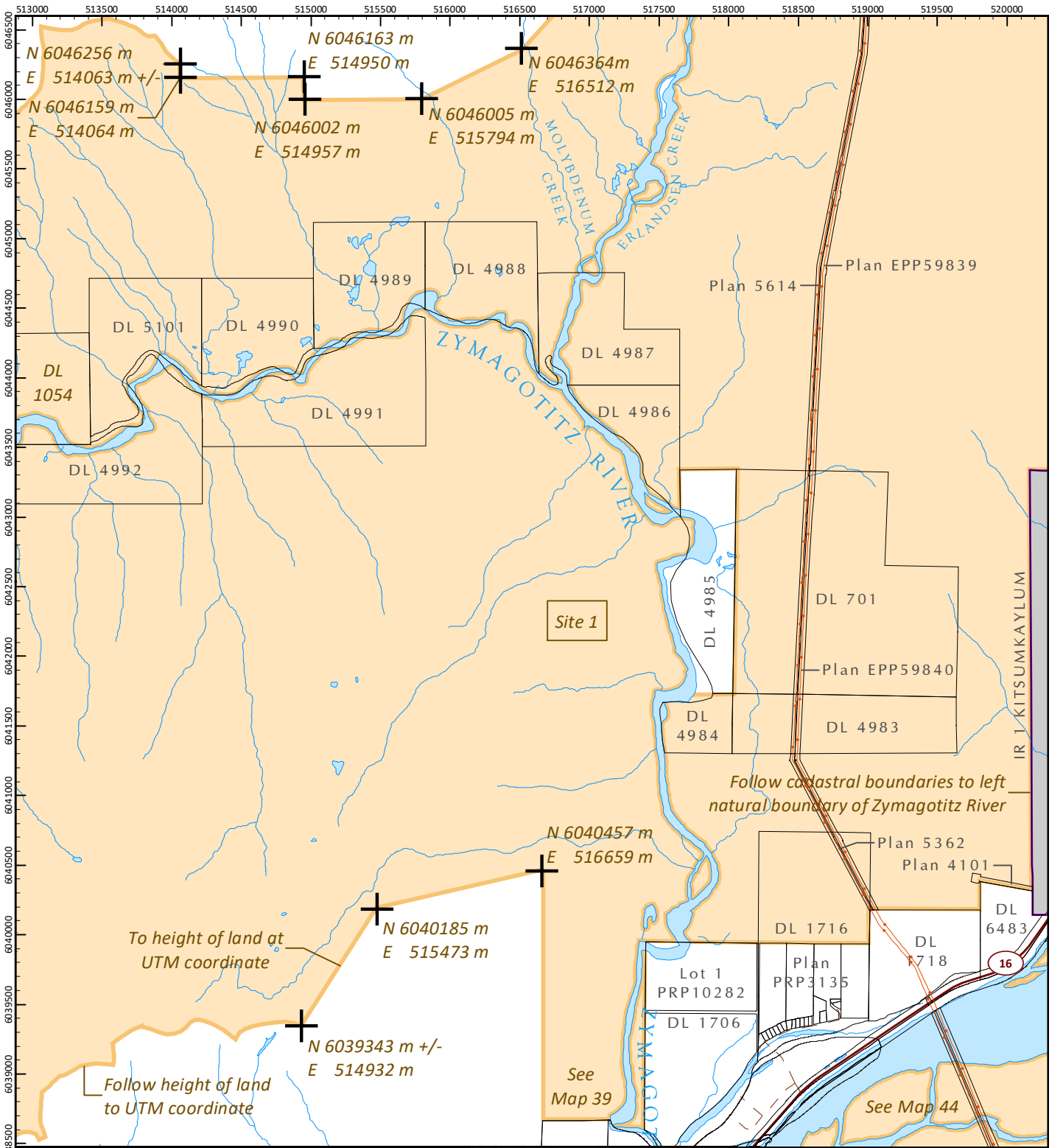
Cadastre derived from Crown Land Registry Services and Land Title Office
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 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for any purpose other than defining the legal boundaries or descriptions of Former Provincial Crown Lands depicted.

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POINT OF COMMENCEMENT
 Site 1 - See Map 39

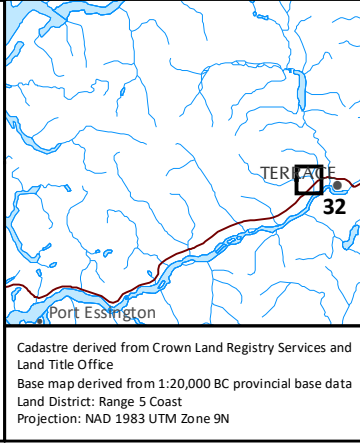
Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 31 of 46



Kitsumkalum Lands - Former Provincial Crown Land
 Kitsumkalum Lands - Former Private Fee Simple Land
 Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
 Crown Corridor
 Survey parcel
 Park or protected area
 Municipality

Paved road
 Unpaved road
 Transmission line

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 Metres



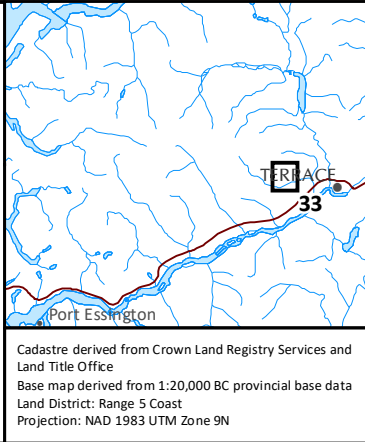
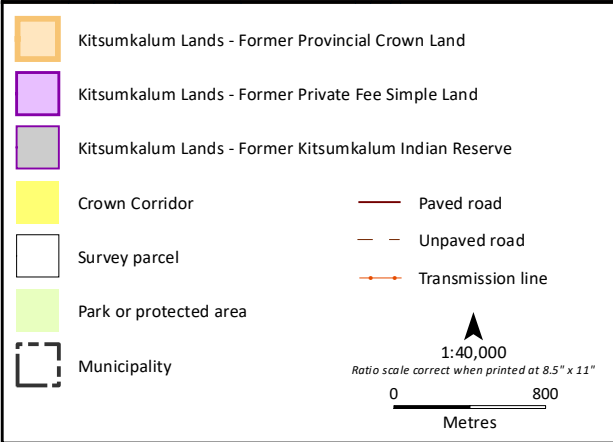
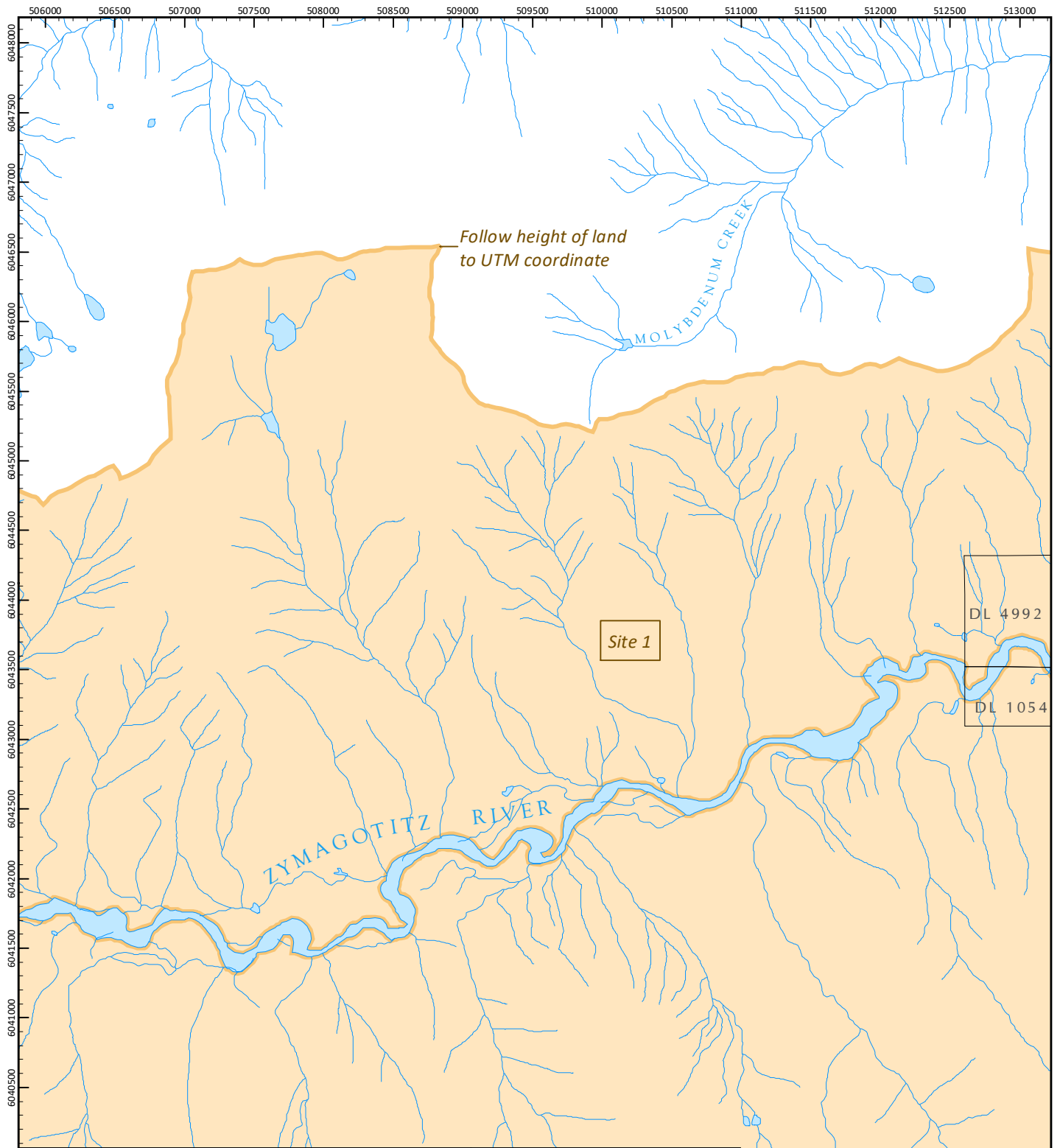
This map is not to be relied on for any purpose other than defining the legal boundaries or descriptions of Former Provincial Crown Lands depicted.

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POINT OF COMMENCEMENT
Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 32 of 46

Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

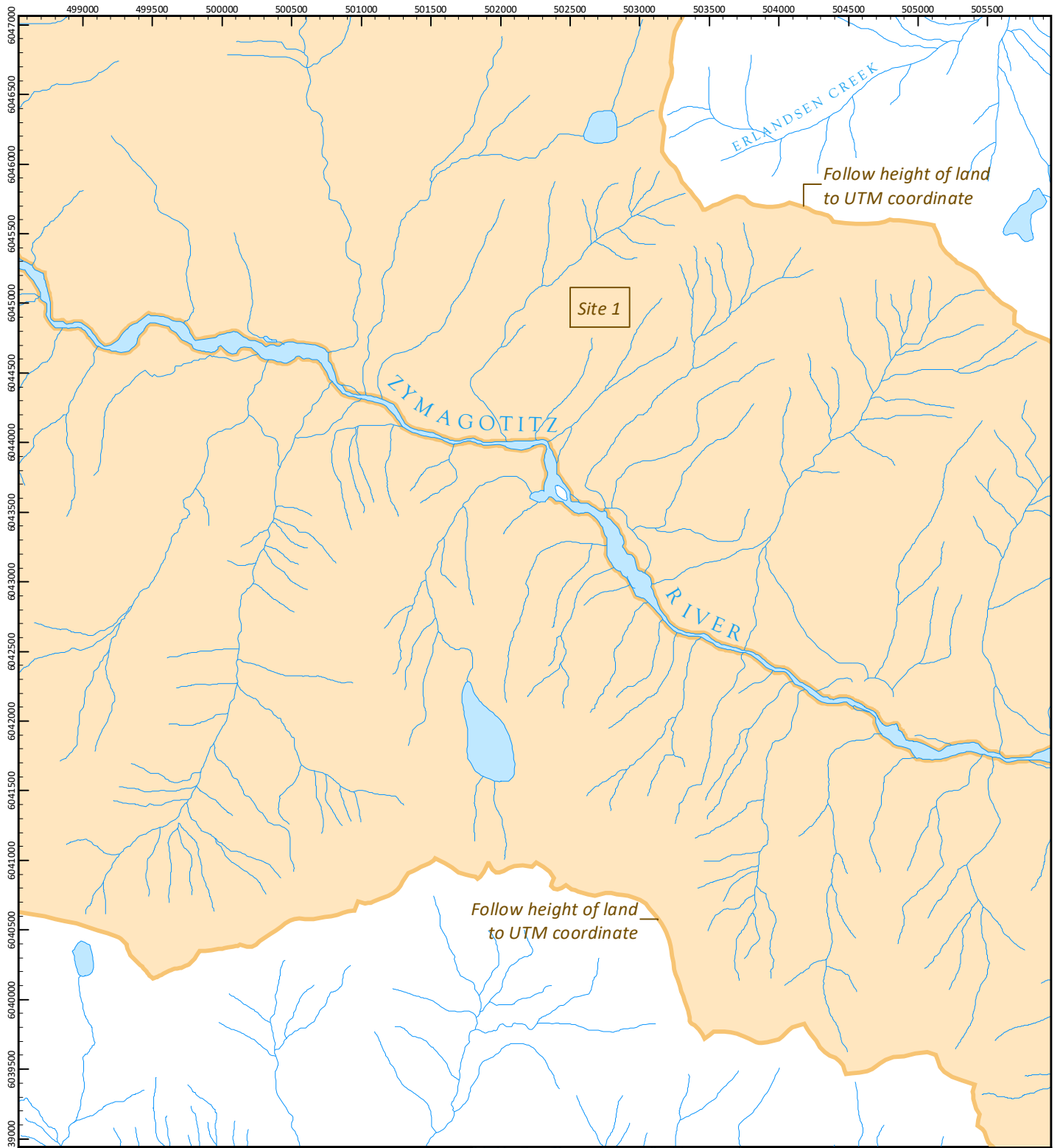












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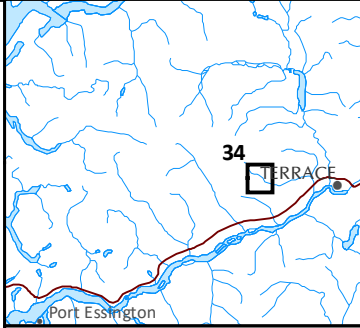
POINT OF COMMENCEMENT
Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 33 of 46



	Kitsumkalum Lands - Former Provincial Crown Land	
	Kitsumkalum Lands - Former Private Fee Simple Land	
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve	
	Crown Corridor	 Paved road
	Survey parcel	 Unpaved road
	Park or protected area	 Transmission line
	Municipality	


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Ratio scale correct when printed at 8.5" x 11"

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 Metres



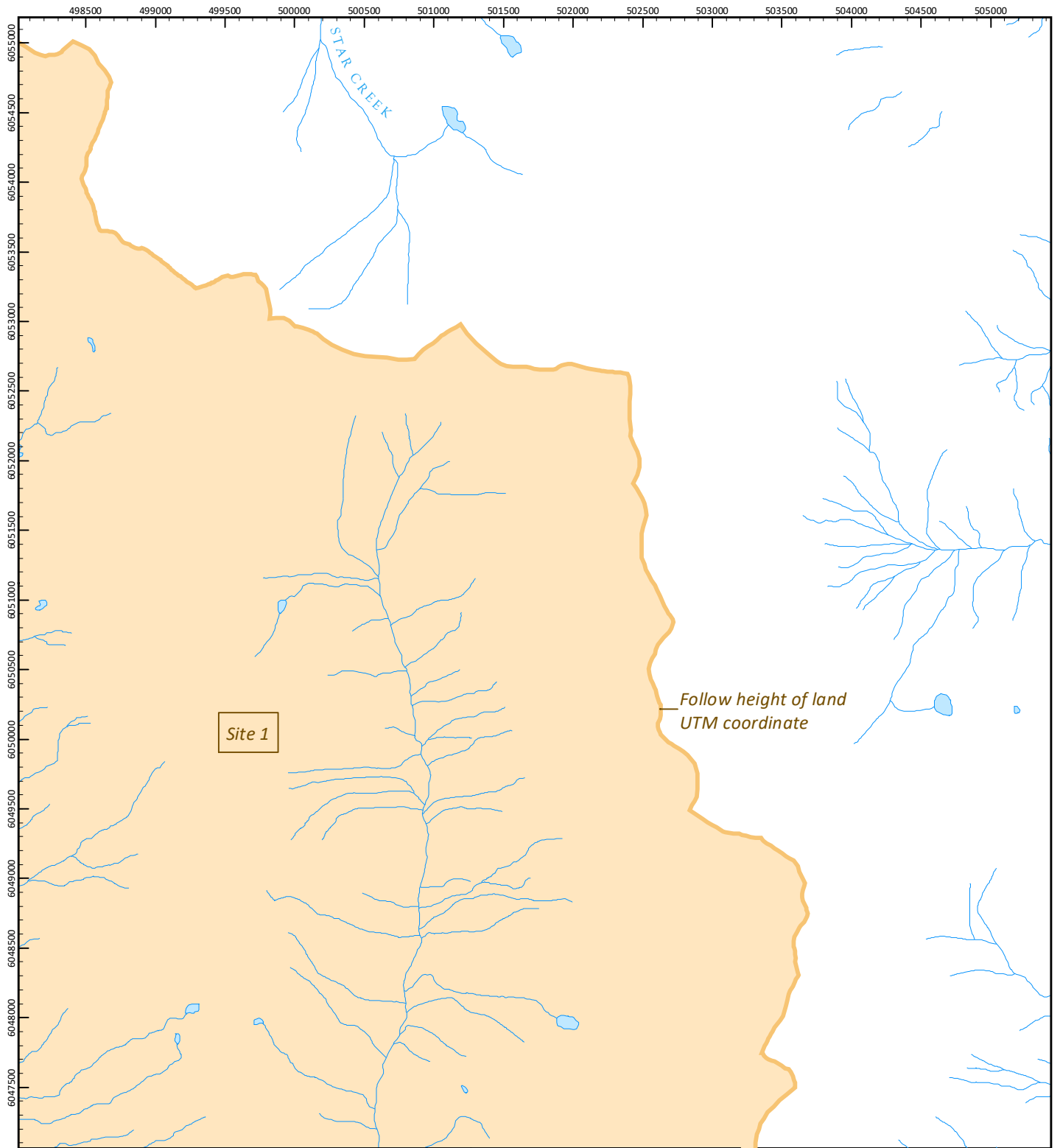
Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N








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POINT OF COMMENCEMENT
 Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 34 of 46



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line


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 Metres

35
TERRACE

Port Essington

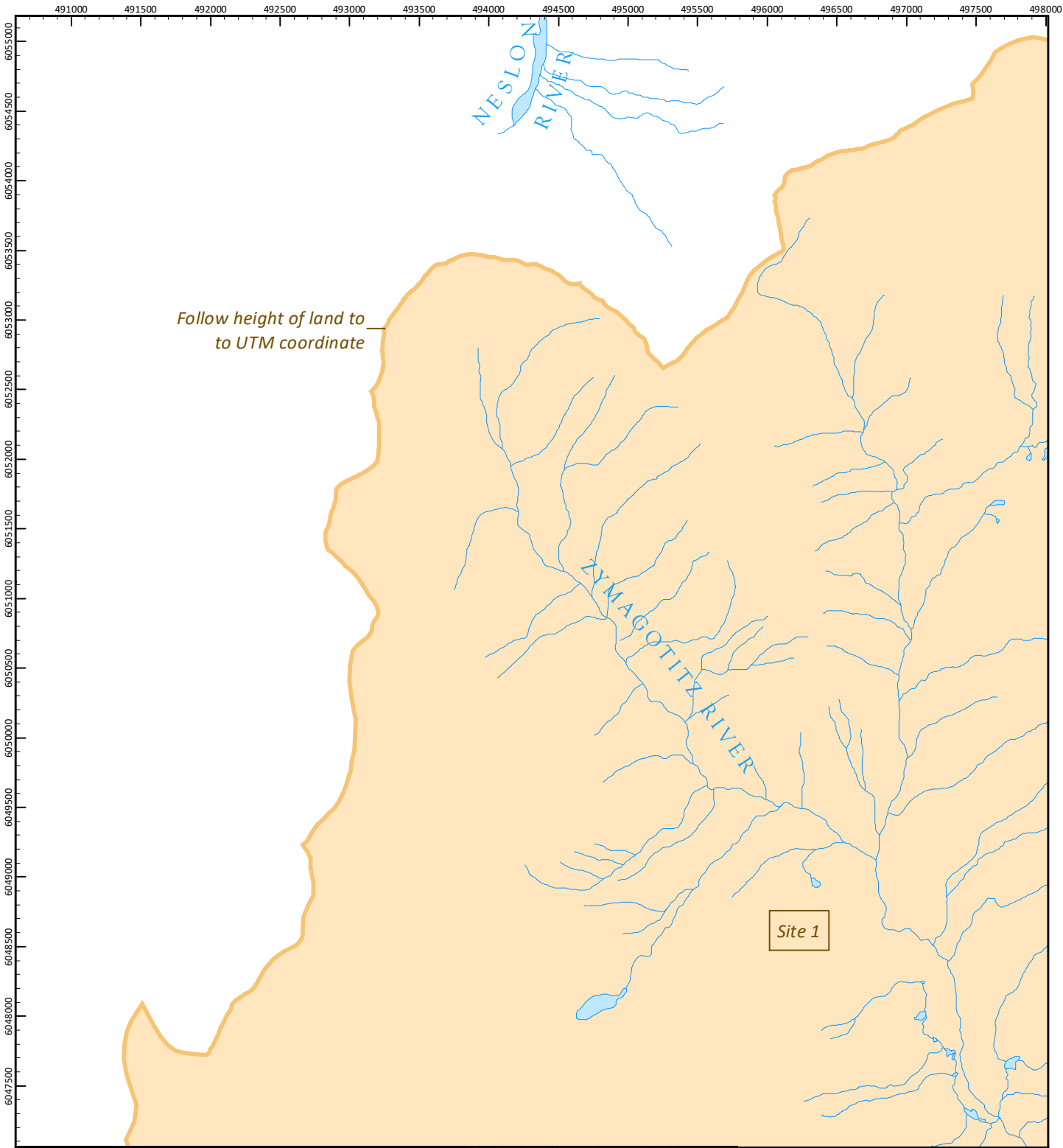
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 Projection: NAD 1983 UTM Zone 9N













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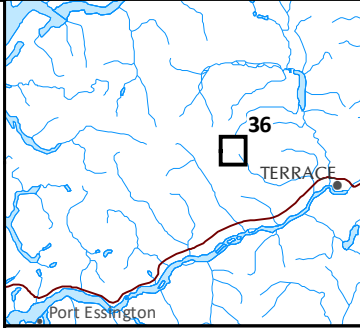
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
 Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 35 of 46



	Kitsumkalum Lands - Former Provincial Crown Land	
	Kitsumkalum Lands - Former Private Fee Simple Land	
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve	
	Crown Corridor	
	Survey parcel	
	Park or protected area	
	Municipality	
	 Paved road	
	 Unpaved road	
	 Transmission line	
		
		1:40,000
		Ratio scale correct when printed at 8.5" x 11"
		
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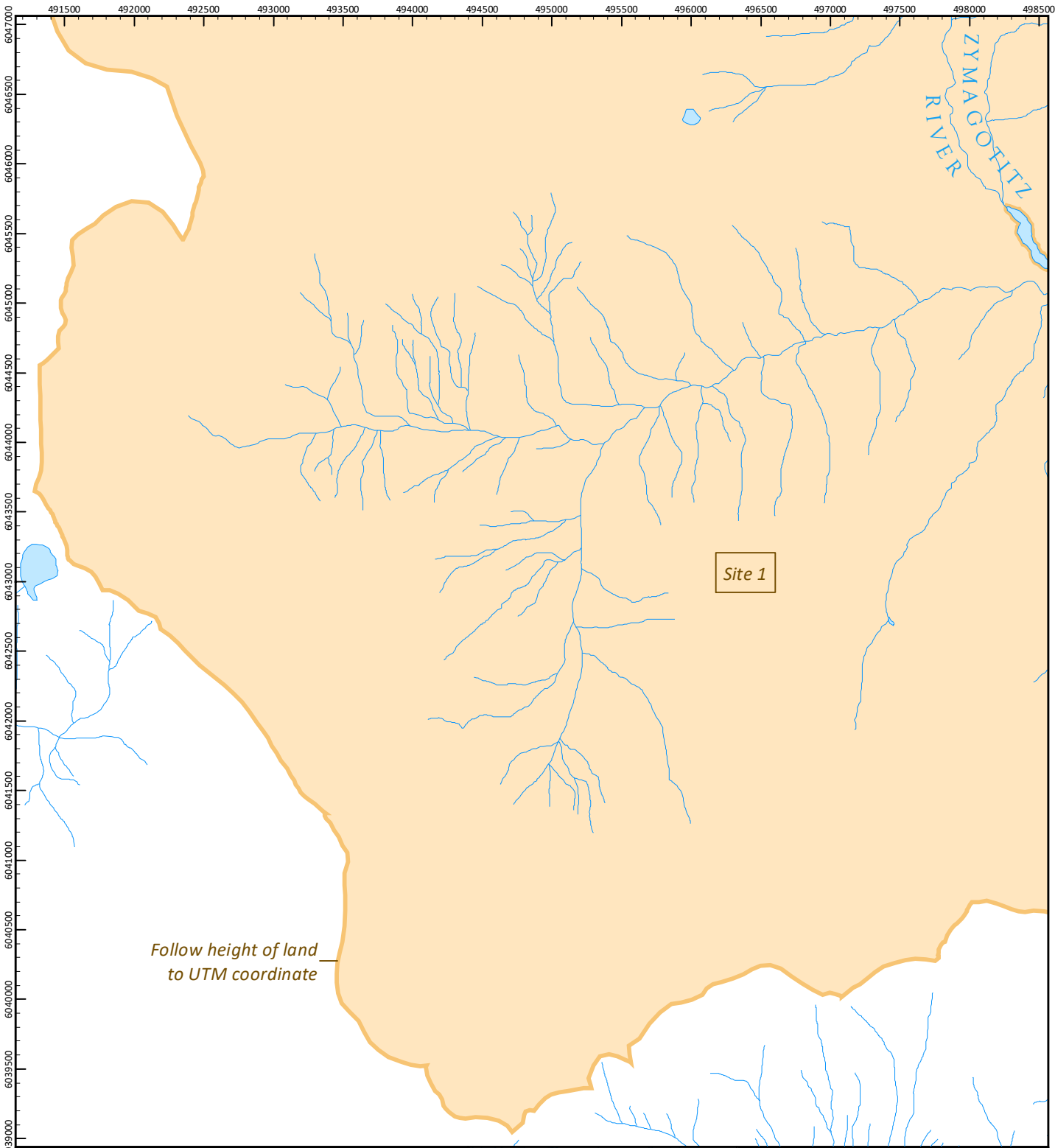
This map is not to be relied on for any purpose other than defining the legal boundaries or descriptions of Former Provincial Crown Lands depicted.








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POINT OF COMMENCEMENT
Site 1 - See Map 39



Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 36 of 46

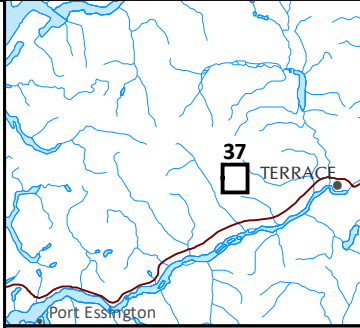
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Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line


 1:40,000
Ratio scale correct when printed at 8.5" x 11"

 0 800
 Metres



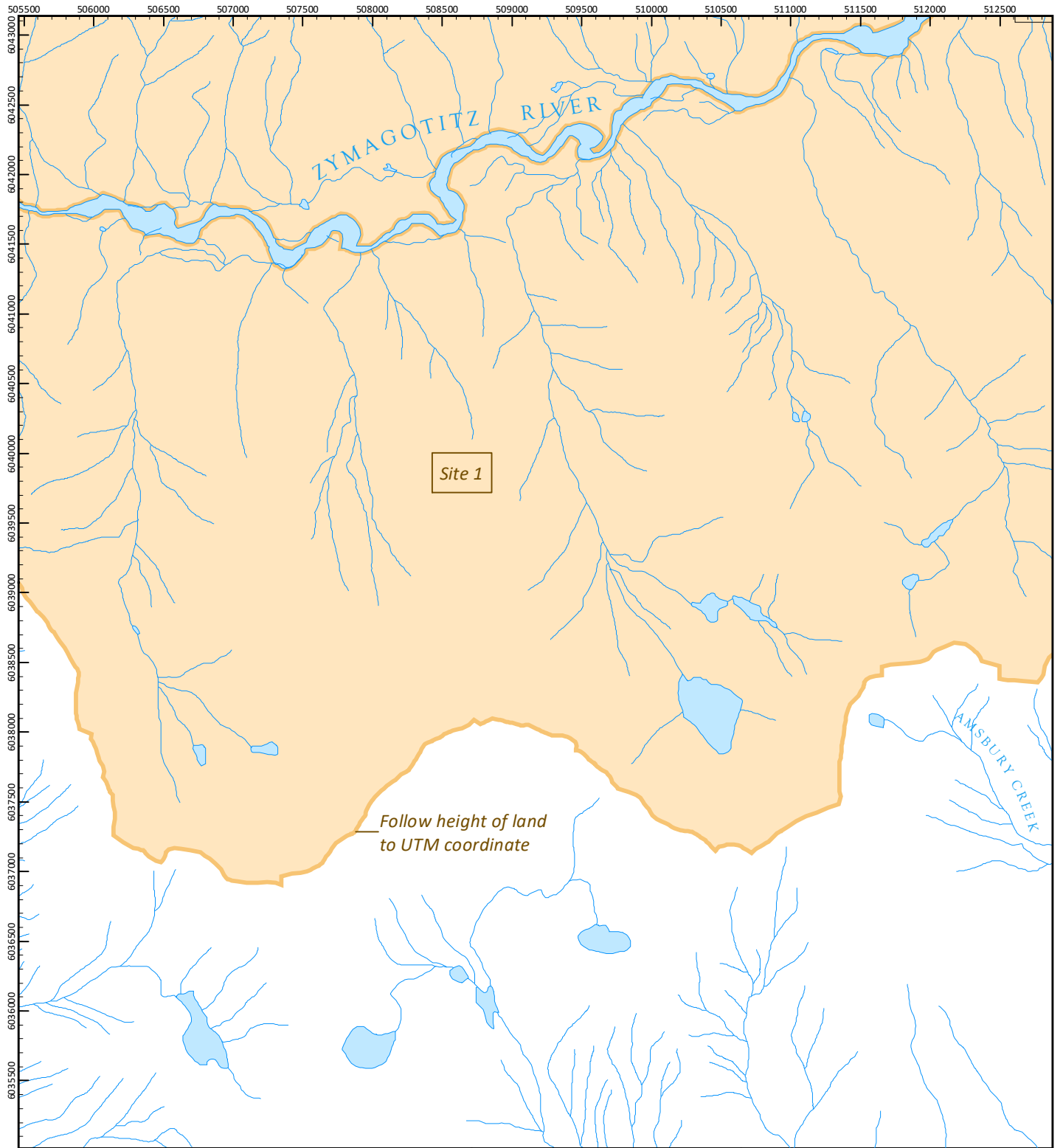
Cadastre derived from Crown Land Registry Services and Land Title Office
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 Land District: Range 5 Coast
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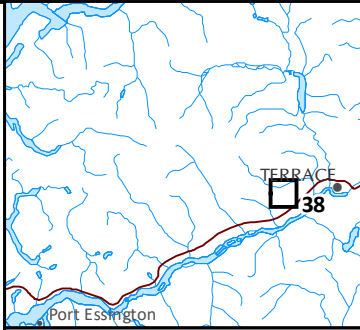
POINT OF COMMENCEMENT
Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 37 of 46



	Kitsumkalum Lands - Former Provincial Crown Land			Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land			Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve			Transmission line
	Crown Corridor			
	Survey parcel			
	Park or protected area			
	Municipality			


 1:40,000
 Ratio scale correct when printed at 8.5" x 11"

 0 800
 Metres



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

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POINT OF COMMENCEMENT
 Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 38 of 46

516500

517000

517500

518000

6040000

6039500

6039000

6038500

Site 1

Lot 1
Plan PRP10282

Follow cadastral boundaries
to left natural boundary of
Zymagotitz River

DL 1706

REM
DL 1706

POINT OF COMMENCEMENT











Follow cadastral boundary
and prolongation thereof
to point of commencement

Follow left natural boundary
of Zymagotitz River to
prolongation of northern
boundary of DL 3998


Lot 1
Plan EPP107211
DL 3998 REM
DL 3998

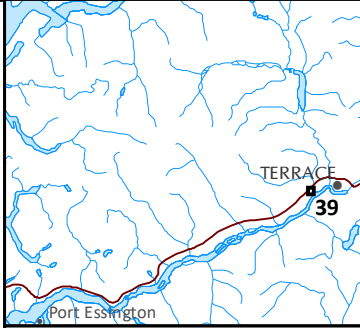
DL 1717

DL 2265
DL 4698

	Kitsumkalum Lands - Former Provincial Crown Land		
	Kitsumkalum Lands - Former Private Fee Simple Land		
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		
	Crown Corridor		Paved road
	Survey parcel		Unpaved road
	Park or protected area		Transmission line
	Municipality		

1:10,000
Ratio scale correct when printed at 8.5" x 11"

0  200
Metres



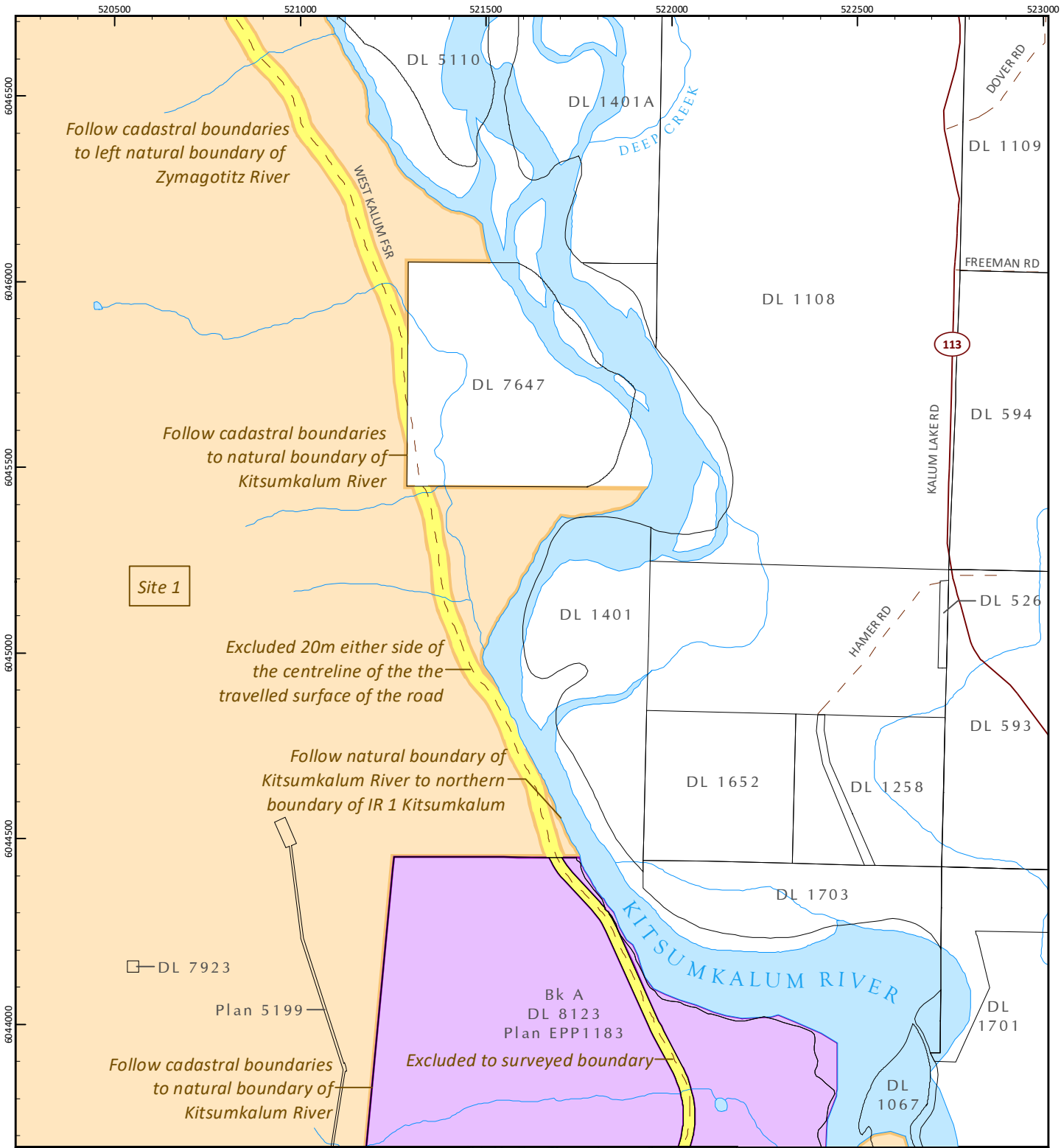
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for any purpose other than defining the legal boundaries or descriptions of Former Provincial Crown Lands depicted.

Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Site 1 - Northwest corner of DL 3998, Range 5 Coast District, thence clockwise

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 39 of 46



- Kitsumkalum Lands - Former Provincial Crown Land
- Kitsumkalum Lands - Former Private Fee Simple Land
- Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
- Crown Corridor
- Survey parcel
- Park or protected area
- Municipality

- Paved road
- Unpaved road
- Transmission line

1:15,000
Ratio scale correct when printed at 8.5" x 11"

0 300
Metres

40
TERRA

Port Essington

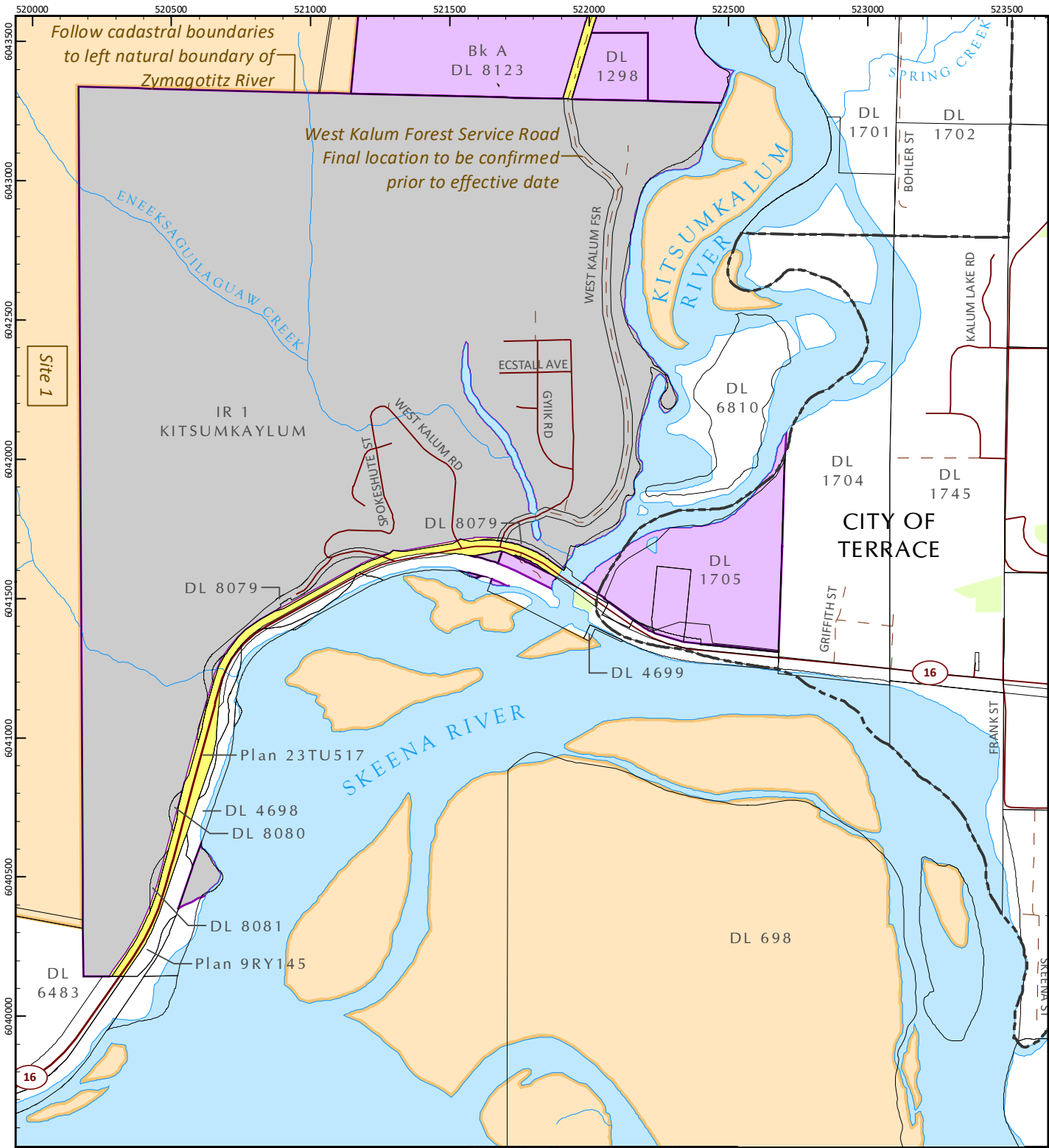
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

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POINT OF COMMENCEMENT
Site 1 - See Map 39

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 40 of 46



Follow cadastral boundaries to left natural boundary of Zymagotitz River

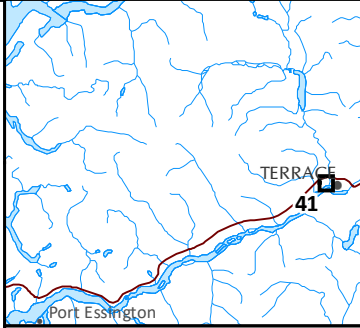
West Kalum Forest Service Road
Final location to be confirmed prior to effective date

Site 1

CITY OF TERRACE

	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		

1:20,000
 Ratio scale correct when printed at 8.5" x 11"
 0 400
 Metres



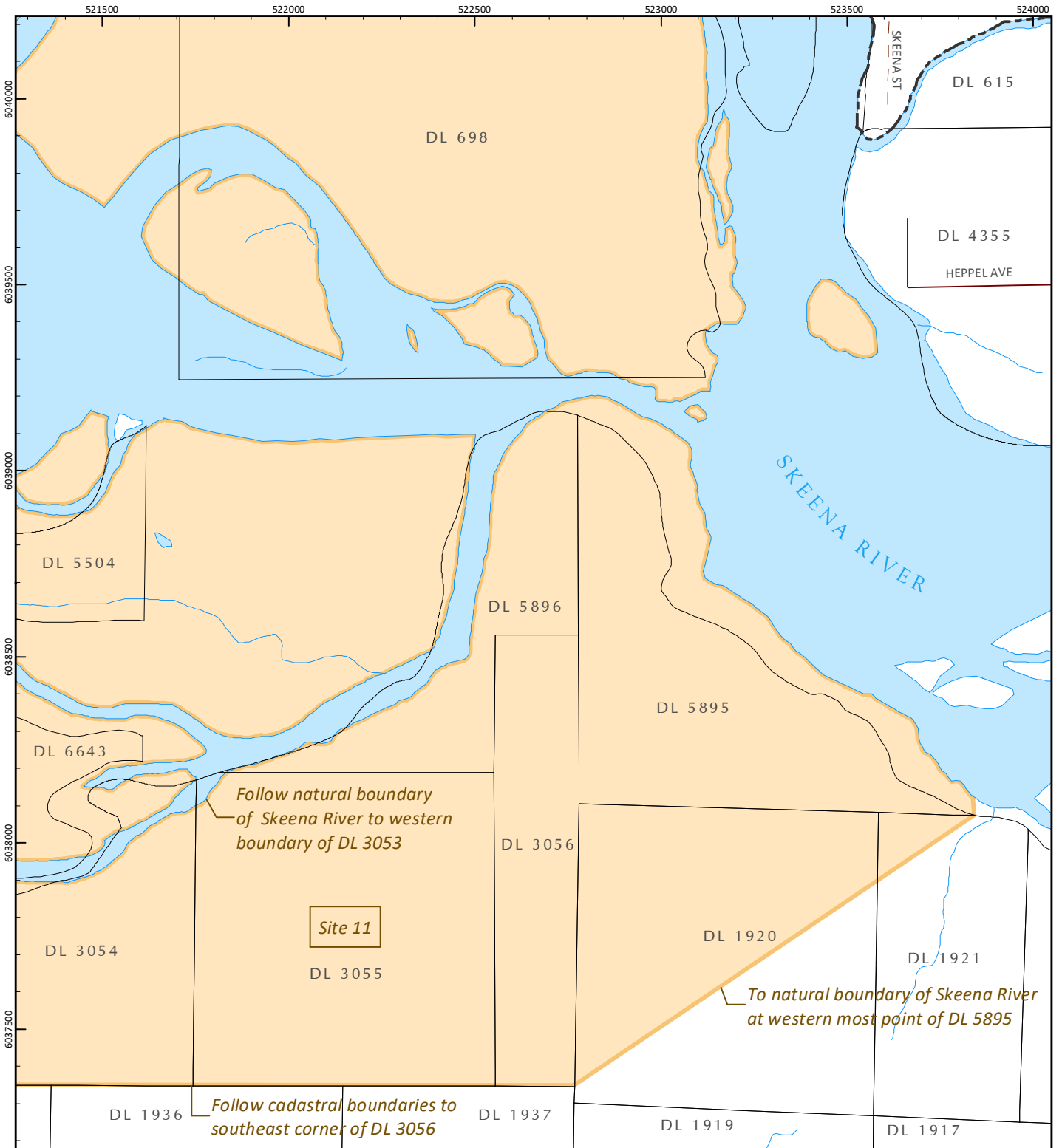
Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N








This map is not to be relied on for any purpose other than defining the legal boundaries or descriptions of Former Provincial Crown Lands depicted.




Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.



POINT OF COMMENCEMENT
 Site 1 - See Map 39
 Islands - Not required.

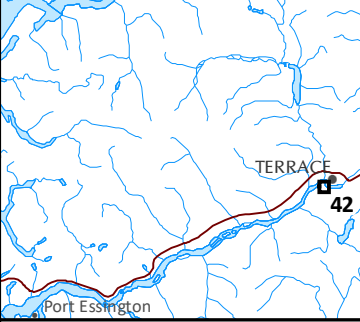
Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 41 of 46



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line


 1:15,000
Ratio scale correct when printed at 8.5" x 11"

 0 300
 Metres



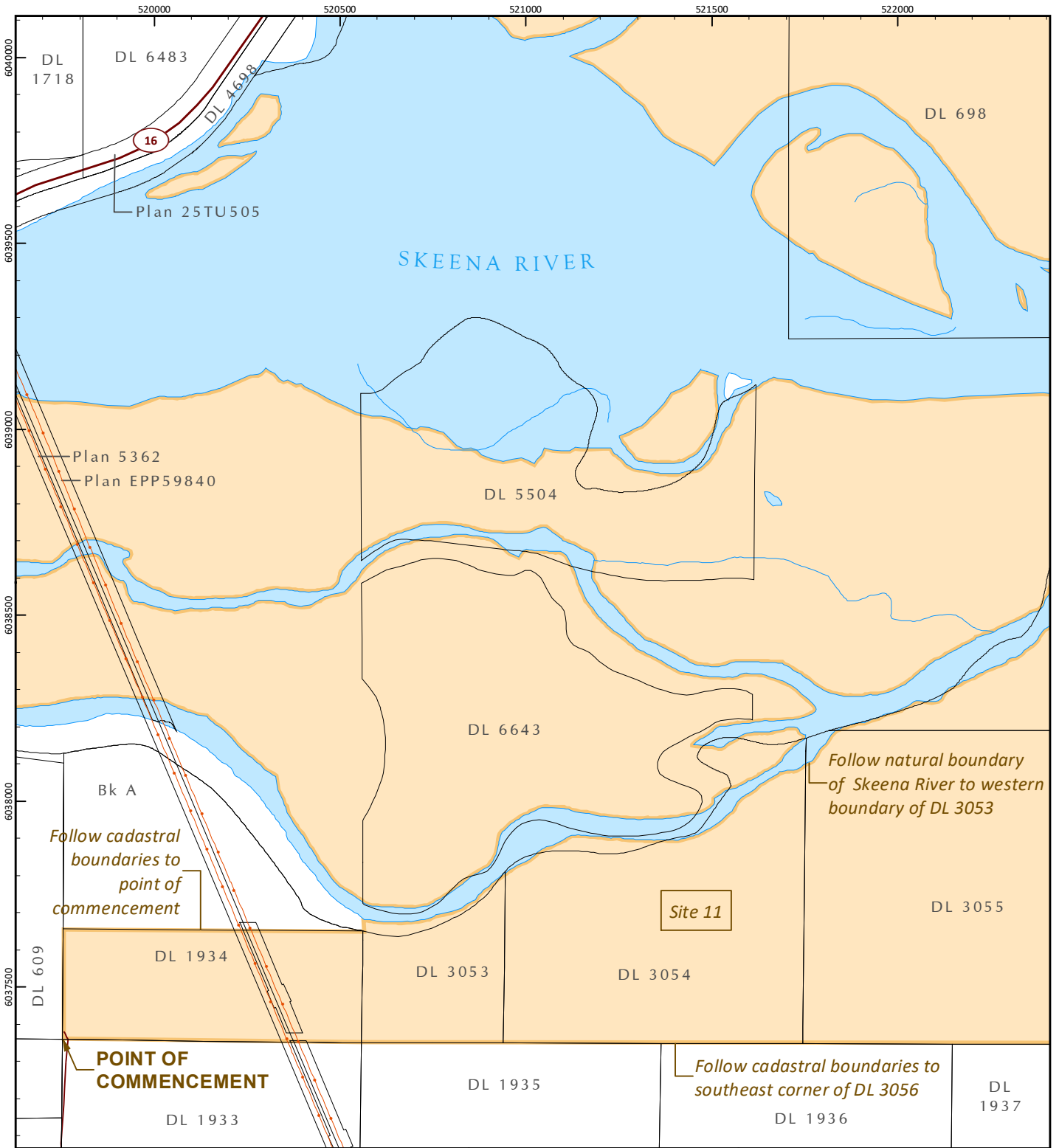
Cadastral derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N











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Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

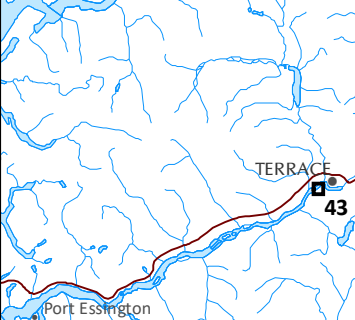
POINT OF COMMENCEMENT
 Site 11 - See Map 43
 Islands - Not required.

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 42 of 46



	Kitsumkalum Lands - Former Provincial Crown Land		
	Kitsumkalum Lands - Former Private Fee Simple Land		
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		
	Crown Corridor		Paved road
	Survey parcel		Unpaved road
	Park or protected area		Transmission line
	Municipality		

1:15,000
 Ratio scale correct when printed at 8.5" x 11"

 Metres



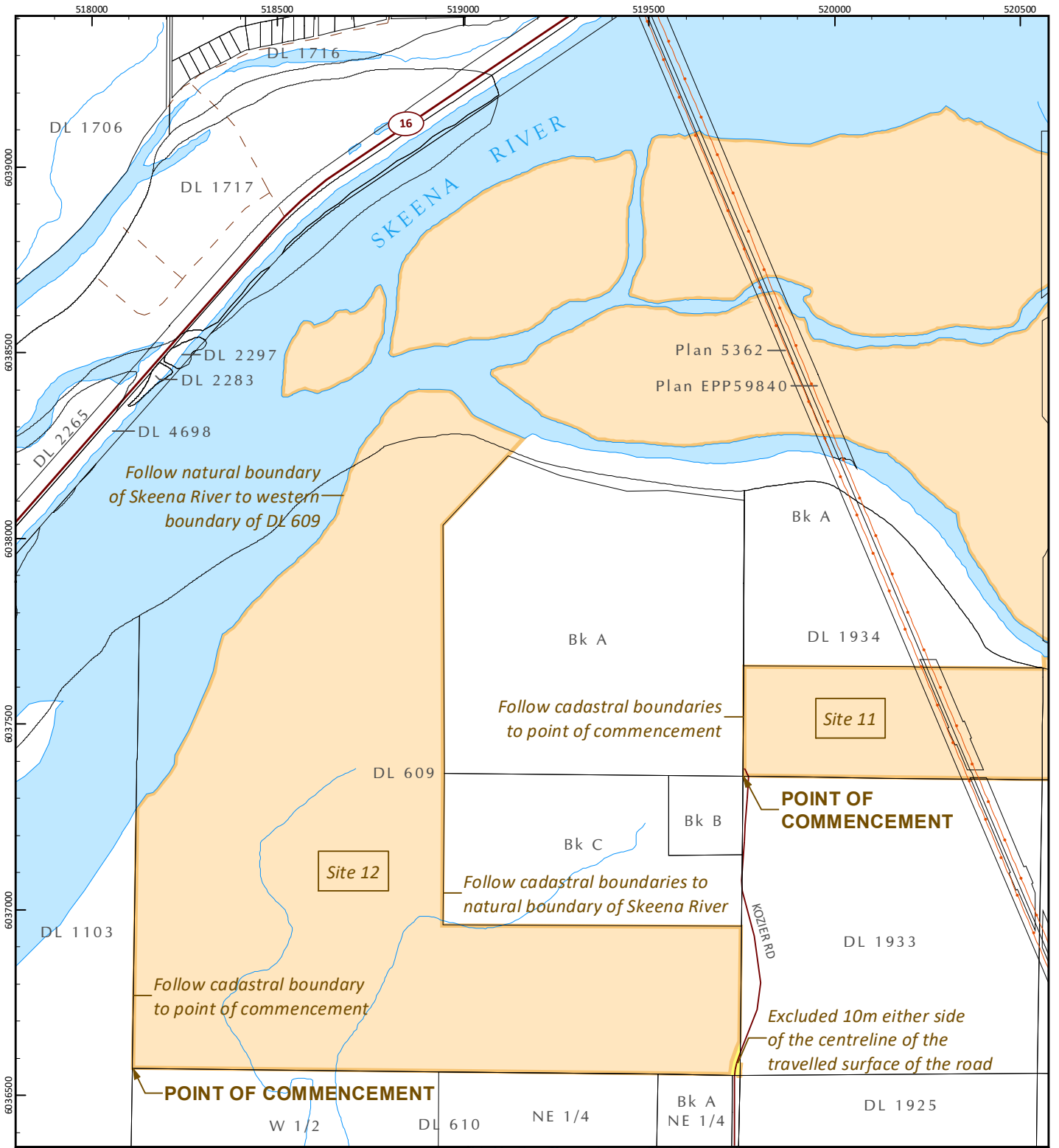
Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N








This map is not to be relied on for any purpose other than defining the legal boundaries or descriptions of Former Provincial Crown Lands depicted.




Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.


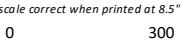
POINT OF COMMENCEMENT
 Site 11 - Southwest corner of DL 1934, Range 5 Coast District, thence clockwise.
 Islands - Not required.

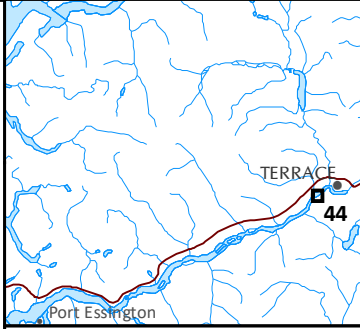
Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 43 of 46



	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line


 1:15,000
 Ratio scale correct when printed at 8.5" x 11"

 0 300
 Metres



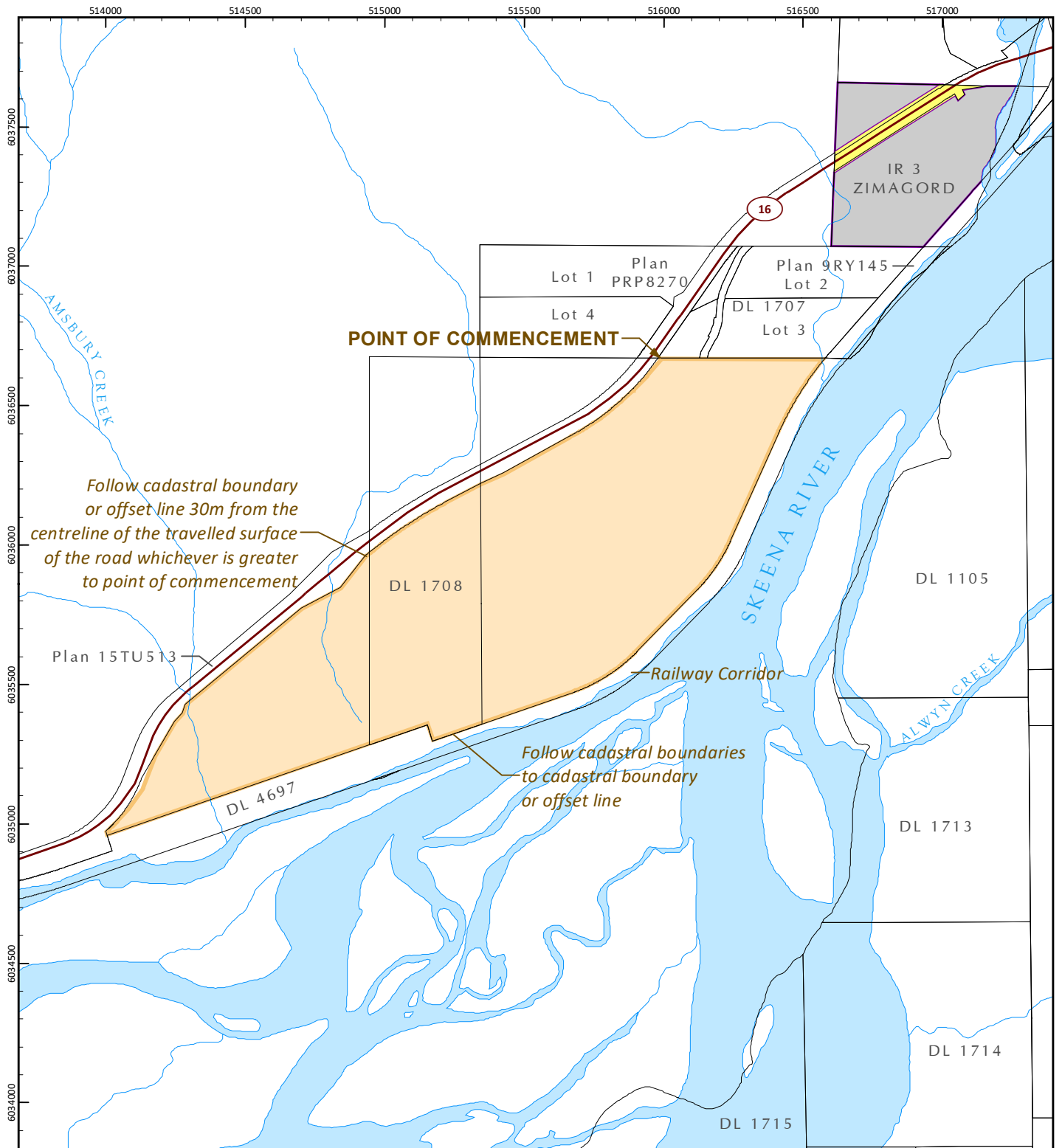
Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N











This map is not to be relied on for any purpose other than defining the legal boundaries or descriptions of Former Provincial Crown Lands depicted.


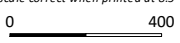
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

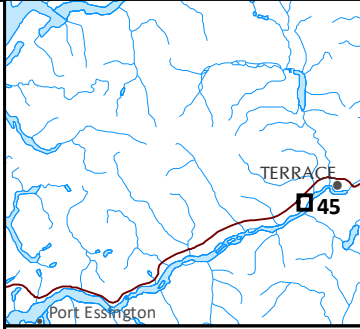
POINT OF COMMENCEMENT
 Site 11 - See Map 43
 Southwest corner of DL 609, Range 5 Coast District, thence clockwise.
 Islands - Not required.

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 44 of 46



	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		


 1:20,000
 Ratio scale correct when printed at 8.5" x 11"

 0 400
 Metres



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for any purpose other than defining the legal boundaries or descriptions of Former Provincial Crown Lands depicted.

Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
 Southern boundary of DL 1707, Range 5 Coast District at either the eastern boundary of Plan 15TU513 or an offset line 30m from the centreline of the travelled surface of Highway 16, whichever is further east, thence clockwise.

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 45 of 46

436000

436500

437000

437500

6002000

6001500

6001000

6000500

SKEENA RIVER

ECSTALL ISLAND

PORT ESSINGTON RD

PORT ESSINGTON

DL 7392

Lot 3-4, Bk 7
Plan PRP537

Follow cadastral boundaries
to northeast corner
of PID 028-217-039
PID 028-217-039
PID 017-003-181
Lot 3-4, Bk 8
Plan PRP537

N 6001412 m
E 437119 m
DL 45
N 6001230 m
E 436921 m +/-

Follow cadastral boundary
and prolongation thereof
to eastern boundary of
PID 017-003-181

To prolongation of northern boundary
of Lot 3, Bk B, DL 45 at UTM coordinate

Kitsumkalum Park to be managed in
accordance with paragraphs
9 and 10 of the Land chapter

N 6000879 m +/-
E 436871 m

N 6000876 m +/-
E 437112 m

Follow cadastral boundary
to UTM coordinate

POINT OF COMMENCEMENT











DL 49

DL 46

DL 47

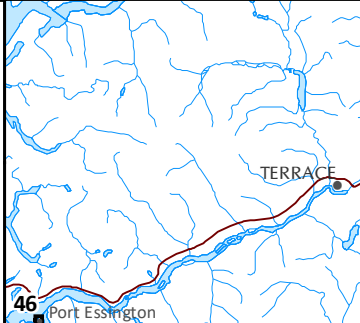
ECSTALL-SPOKSUUT
CONSERVANCY

DL 54

	Kitsumkalum Lands - Former Provincial Crown Land		Paved road
	Kitsumkalum Lands - Former Private Fee Simple Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		

1:10,000
Ratio scale correct when printed at 8.5" x 11"

0 200
Metres



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for any purpose other than defining the legal boundaries or descriptions of Former Provincial Crown Lands depicted.

Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Southern boundary of DL 45, Range 5 Coast District at UTM coordinate N 6000876m +/-, E 437112m, thence clockwise.

Appendix B-3, Part 1
Kitsumkalum Lands
Former Provincial Crown Land
Map 46 of 46

Appendix B-4 Former Private Fee Simple Lands

Note: The Parties will update the Appendices before the Effective Date.

Appendix B-4 Former Private Fee Simple Lands

Part 1: Legal Descriptions of Former Private Fee Simple Lands

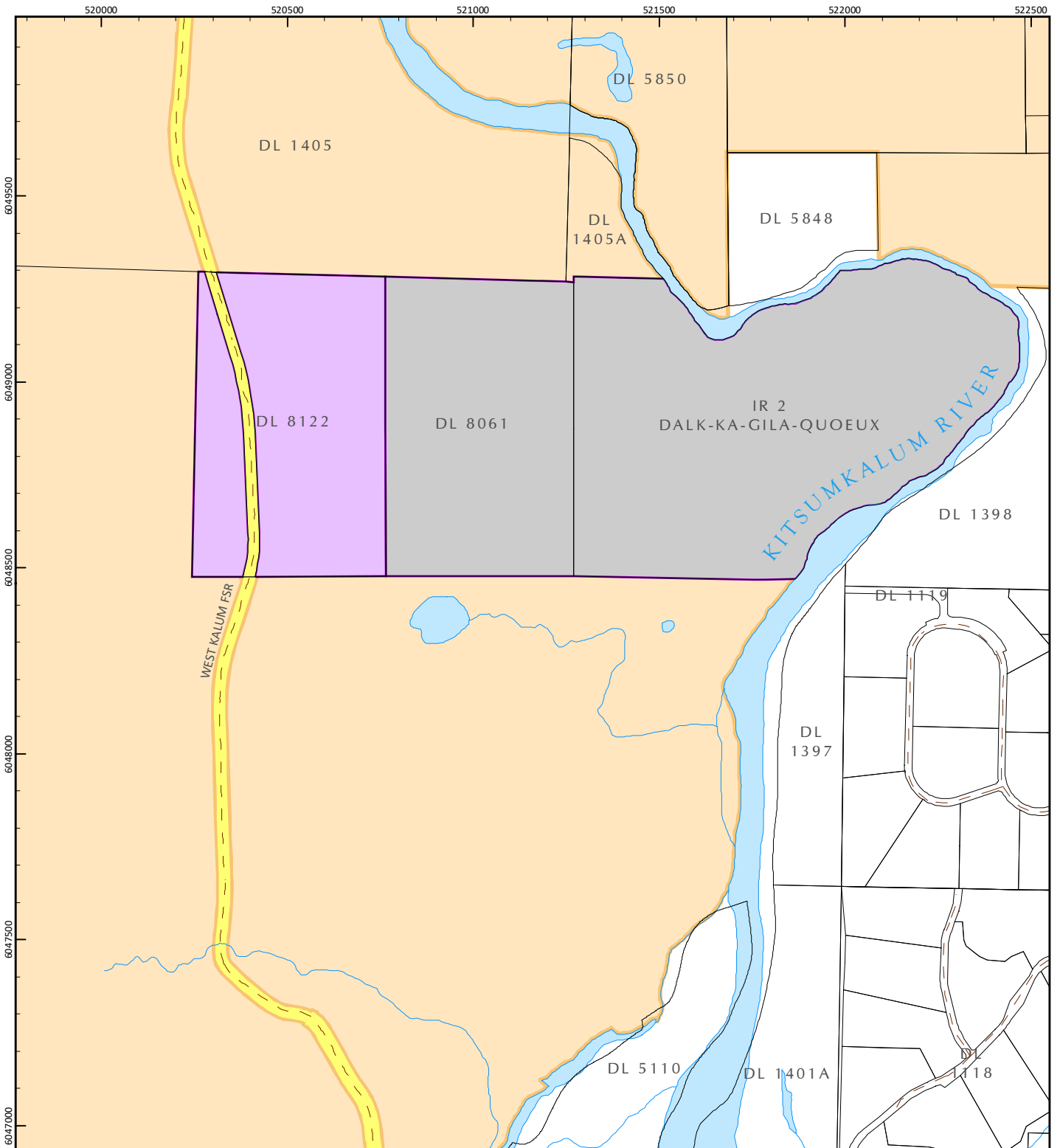
Note: The Parties will update the Appendices before the Effective Date.








Parcel Name	Legal Description	PID	General Location
Community Expansion Lands	Block A, District Lot 8122, Range 5, Coast District	029-355-567	Appendix B-4 Part 2, Map 1
	Block A, District Lot 8123, Range 5, Coast District	029-355-575	Appendix B-4 Part 2, Map 2
Old Mill Site	District Lot 1298, Range 5, Coast District	004-404-092	Appendix B-4 Part 2, Map 2
Boat Ramp at Billabong	All that part of the Kitsumkaylum Indian Reserve No. 1 Range 5, Coast District on plan 1174 except plan BCP49393	016-174-968	Appendix B-4 Part 2, Map 2
Billabong	Lot 1, District Lot 1705, Range 5, Coast District Plan PRP44919, except plan PRP44927 and Lot A District Lot 1705 Range 5 Coast District Plan PRP44927	024-644-064 024-644-552	Appendix B-4 Part 2, Map 2
	District Lot 8167, Range 5, Coast District	PIN: 90177948	Appendix B-4 Part 2, Map 2
	District Lot 8166, Range 5, Coast District	PIN: 90177032	Appendix B-4 Part 2, Map 2
Kasiks	Lot 1, District Lots 4803 and 532, Range 5, Coast District Plan EPP2052	028-270-291	Appendix B-4 Part 2, Map 3
Port Essington	District Lot 46, Range 5, Coast District	014-958-287	Appendix B-4 Part 2, Map 4
Port Essington	District Lot 49, Range 5, Coast District	005-447-194	Appendix B-4 Part 2, Map 4
United Church Property	Lot A, District Lot 45, Range 5, Coast District Plan EPP135951	032-233-183	Appendix B-4 Part 2, Map 4




Appendix B-4 Former Private Fee Simple Lands



Part 2: Maps of Former Fee Simple Lands

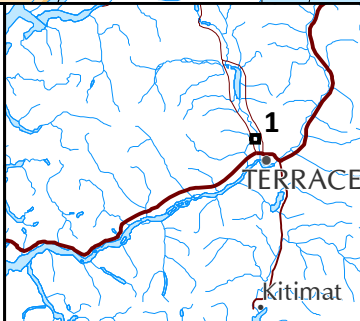
Note: The Parties will update the Appendices before the Effective Date.



	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line


 1:15,000
Ratio scale correct when printed at 8.5" x 11"

 0 300
 Metres



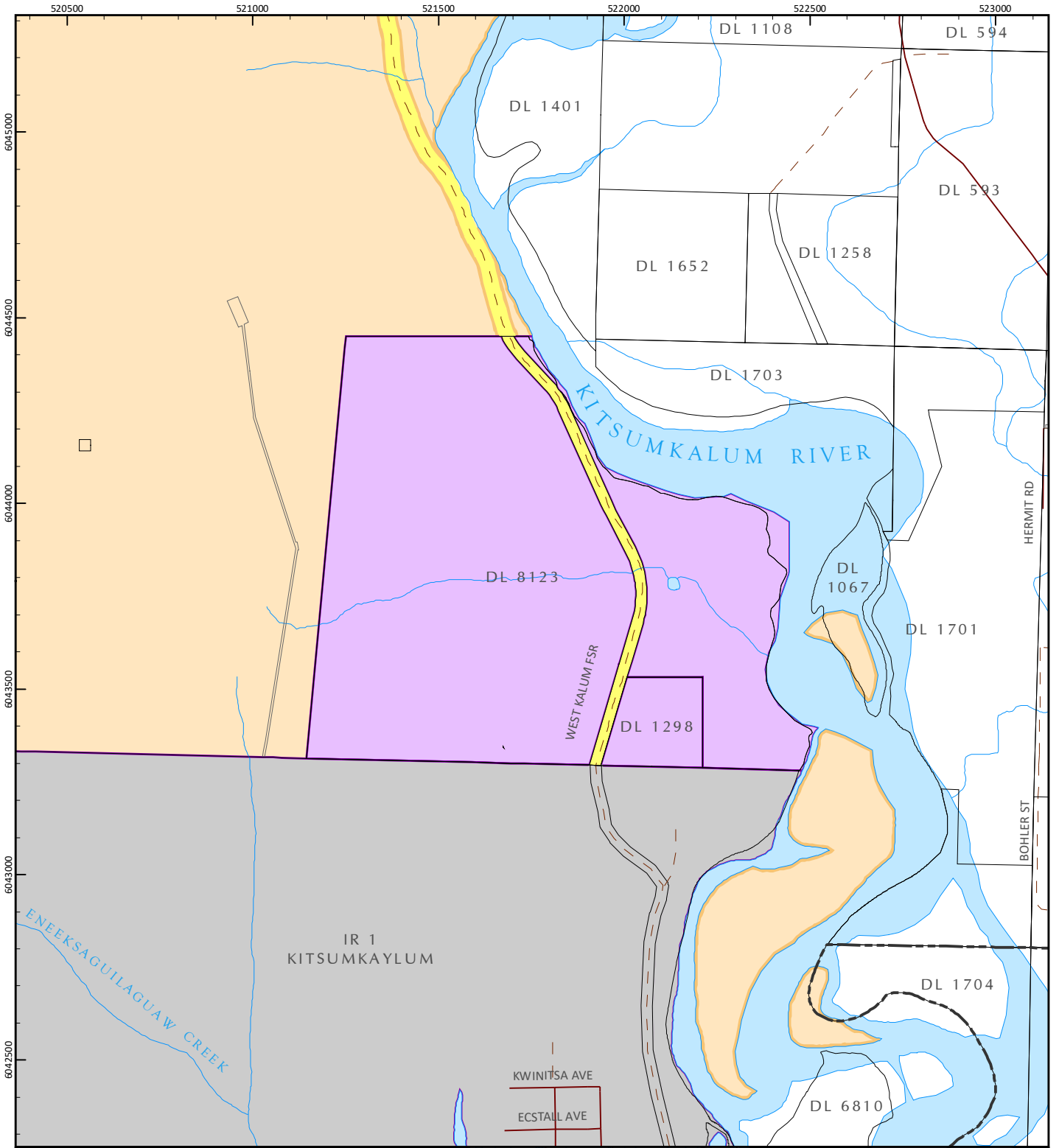
Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

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Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not required.

Appendix B-4, Part 2
Kitsumkalum Lands
Former Private Fee Simple Land
Community Expansion Lands
Map 1 of 5



- Kitsumkalum Lands - Former Private Fee Simple Land
- Kitsumkalum Lands - Former Provincial Crown Land
- Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
- Crown Corridor
- Survey parcel
- Park or protected area
- Municipality

- Paved road
- Unpaved road
- Transmission line

1:15,000

Ratio scale correct when printed at 8.5" x 11"

0 300

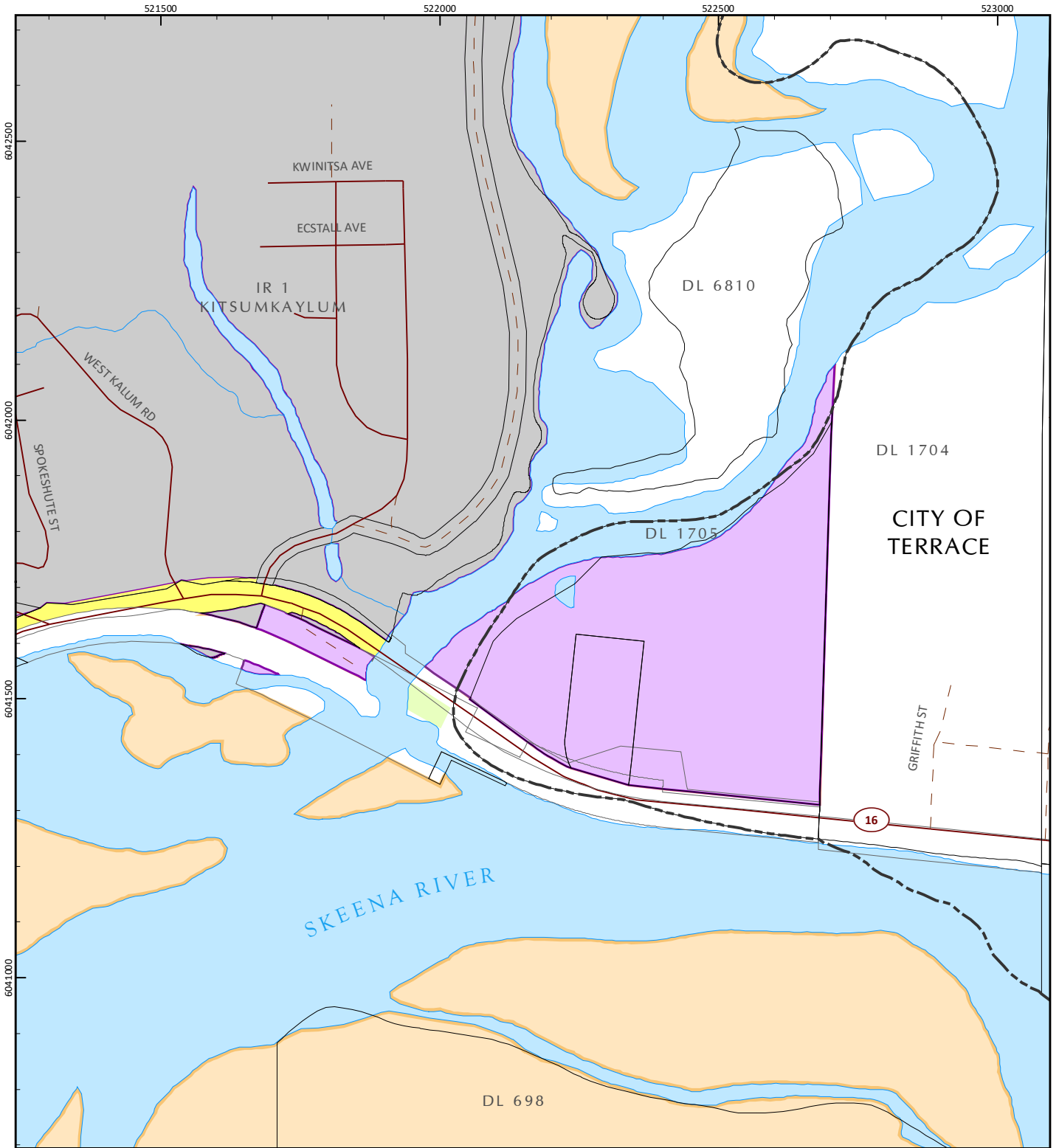
Metres











Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N



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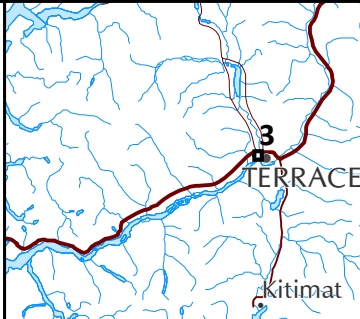
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
 Not required.



	Kitsumkalum Lands - Former Private Fee Simple Land		Paved road
	Kitsumkalum Lands - Former Provincial Crown Land		Unpaved road
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve		Transmission line
	Crown Corridor		
	Survey parcel		
	Park or protected area		
	Municipality		


 1:10,000
Ratio scale correct when printed at 8.5" x 11"

 0 200
 Metres



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

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POINT OF COMMENCEMENT
 Not required.

Appendix B-4, Part 2
Kitsumkalum Lands
Former Private Fee Simple Land
Billabong & Boat Ramp
Map 3 of 5








DL 4803




DL 532

DL 6571

SKEENA RIVER


16

-  Kitsumkalum Lands - Former Private Fee Simple Land
-  Kitsumkalum Lands - Former Provincial Crown Land
-  Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
-  Crown Corridor
-  Survey parcel
-  Park or protected area
-  Municipality

-  Paved road
-  Unpaved road
-  Transmission line

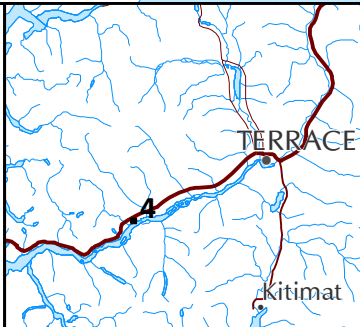
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Ratio scale correct when printed at 8.5" x 11"



0 100

Metres



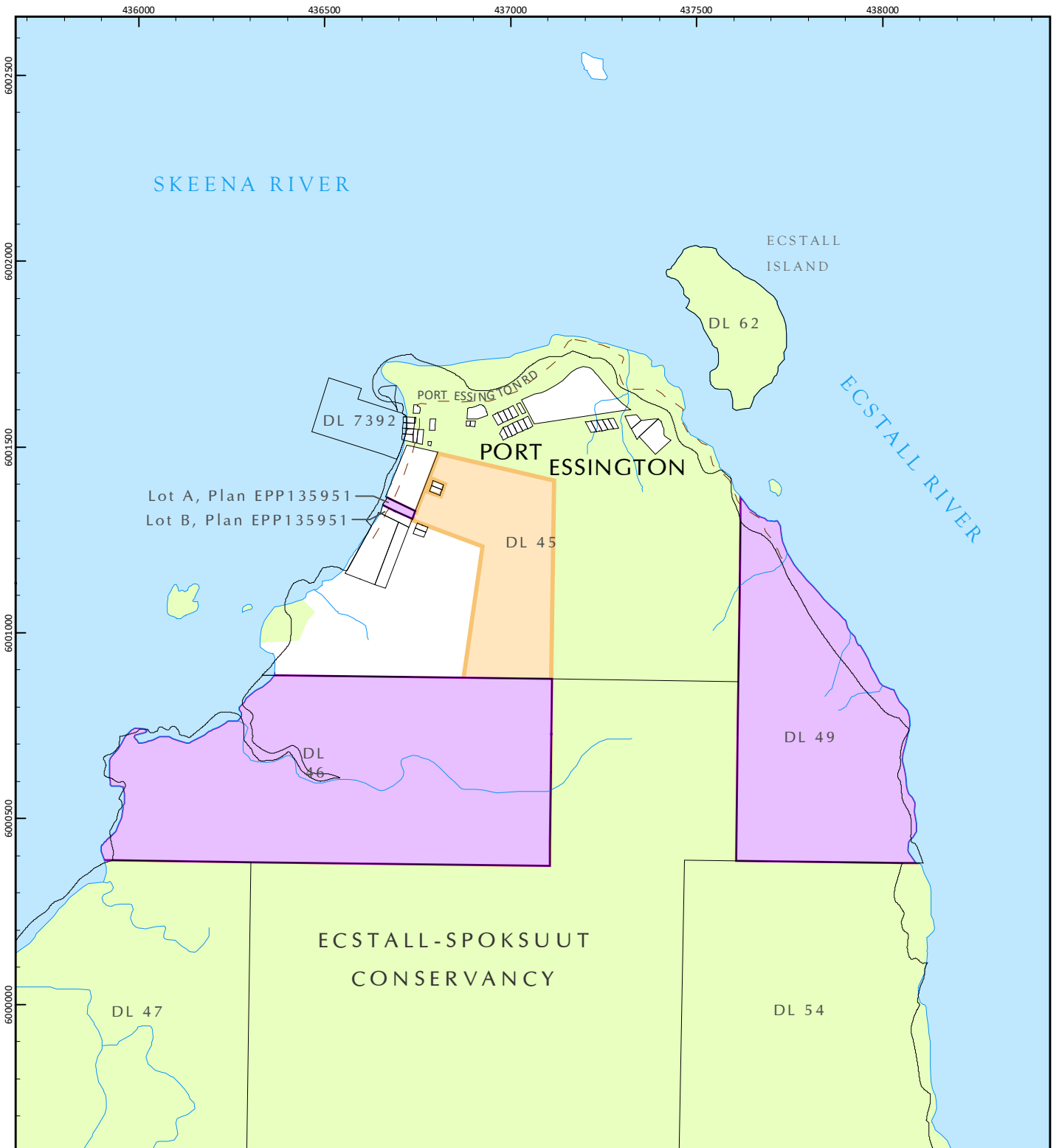
Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N








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POINT OF COMMENCEMENT
 Not required.

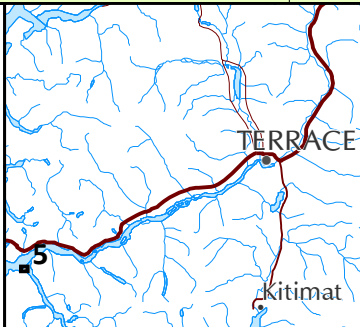
Appendix B-4, Part 2
Kitsumkalum Lands
Former Private Fee Simple Land
Kasiks
Map 4 of 5



	Kitsumkalum Lands - Former Private Fee Simple Land
	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Kitsumkalum Indian Reserve
	Crown Corridor
	Survey parcel
	Park or protected area
	Municipality

	Paved road
	Unpaved road
	Transmission line


 1:15,000
Ratio scale correct when printed at 8.5" x 11"

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 Metres



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

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POINT OF COMMENCEMENT
 Not required.

Appendix B-4, Part 2
Kitsumkalum Lands
Former Private Fee Simple Land
Port Essington & Church Parcel
Map 5 of 5

Appendix B-4 Former Private Fee Simple Lands

Part 3: Applicable Forms of Documents for Inclusion of Former Private Fee Simple Lands or Pre-Approved Fee Simple Lands in Kitsumkalum Lands: Certificate of Fee Simple Ownership and Consent

Note: The Parties will update the Appendices before the Effective Date.

I, *[name]*, hereby certify that:

1. I am the *[title]* of *[company name]* and I am duly authorized to execute this Certificate.

As of the date of this Certificate, *[company name]* is the registered owner in fee simple of the lands illustrated in Appendix *[XX]* Part *[XX]* of the Kitsumkalum Treaty and legally described as:

- a. *[legal description]*
- b. *[legal description]*

2. *[company name]* hereby consents to the addition of the above lands to Kitsumkalum Lands as defined in the Kitsumkalum Treaty.

Dated _____ _____ Name of Authorized Signatory _____ Title of Authorized Signatory _____ Signature of Authorized Signatory	_____ _____ Name of Witness _____ Address of Witness _____ Signature of Witness
--	---

Appendix B-4 Former Private Fee Simple Lands

Part 4: Applicable Forms of Documents for Inclusion of Former Private Fee Simple Lands or Pre-Approved Fee Simple Lands in Kitsumkalum Lands: Certificate of Charge and Consent

Note: The Parties will update the Appendices before the Effective Date. This document is not required if a land title search reveals no charges or encumbrances immediately before the [Effective Date or date of addition to Kitsumkalum Lands].

I, *[name]*, hereby certify that:

1. I am the *[title]* of *[company name]* and I am duly authorized to execute this Certificate.
2. As of the date of this Certificate, *[company name]* is holder of the following charge or encumbrance:

[describe charge or encumbrance]

charging or encumbering the lands illustrated in Appendix [XX] Part [XX] of the Kitsumkalum Treaty and legally described as:

- a. [INSERT LEGAL DESCRIPTION]

[company name] hereby consents to the addition of the above lands to Kitsumkalum Lands as defined in the Kitsumkalum Treaty.

Dated _____ _____ Name of Authorized Signatory _____ Title of Authorized Signatory _____ Signature of Authorized Signatory	_____ Name of Witness _____ Address of Witness _____ Signature of Witness
--	--

Appendix B-4 Former Private Fee Simple Lands

Part 5: Applicable Forms of Documents for Inclusion of Former Private Fee Simple Lands or Pre-Approved Fee Simple Lands in Kitsumkalum Lands: Release

Note: The Parties will update the Appendices before the Effective Date.

I, [name] hereby certify that I am the [title] of [company name] and I am duly authorized to execute this Release.

[company name], on behalf of itself and its successors and assigns (the “Releasing Parties”), and in consideration of the agreement of His Majesty the King in right of Canada (“Canada”) and His Majesty the King in right of the Province of British Columbia (“British Columbia”) to the addition to Kitsumkalum Lands of the lands legally described as:

- a. [legal description]; and
- b. [legal description]

the sufficiency of which is hereby acknowledged, does hereby, [as of the Effective Date of the Kitsumkalum Treaty or as of the date of addition to Kitsumkalum Lands]:

- c. release, acquit and forever discharge each of Canada and British Columbia, including their respective employees, servants, agents, officers, directors, members, successors and assigns of and from any and all claims, demands, actions, or proceedings of whatsoever kind and howsoever arising, whether known or unknown, and which any of the Releasing Parties now have, have had or at any time hereafter can, shall or may have, in any way resulting from, arising from, or related to, the addition of the above lands to Kitsumkalum Lands; and
- d. acknowledge and agree that:
 - i. it has sought and received independent legal advice in connection with this matter; and

- ii. it has voluntarily provided this Release in exchange for the addition of the above lands to Kitsumkalum Lands.

Dated _____ _____ Name of Authorized Signatory _____ Title of Authorized Signatory _____ Signature of Authorized Signatory	_____ Name of Witness _____ Address of Witness _____ Signature of Witness
--	--

Appendix B-5 Kitsumkalum Lands to be Registered in the Land Title Office on the Effective Date

Legal Descriptions of Kitsumkalum Lands to be Registered in the Land Title Office on the Effective Date

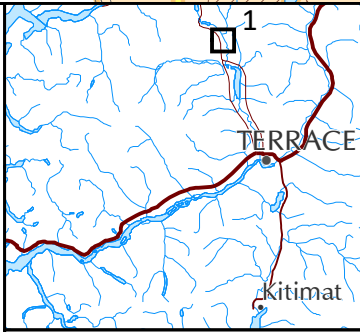
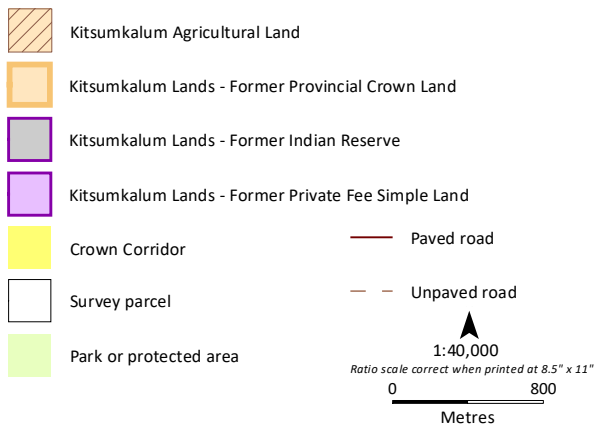
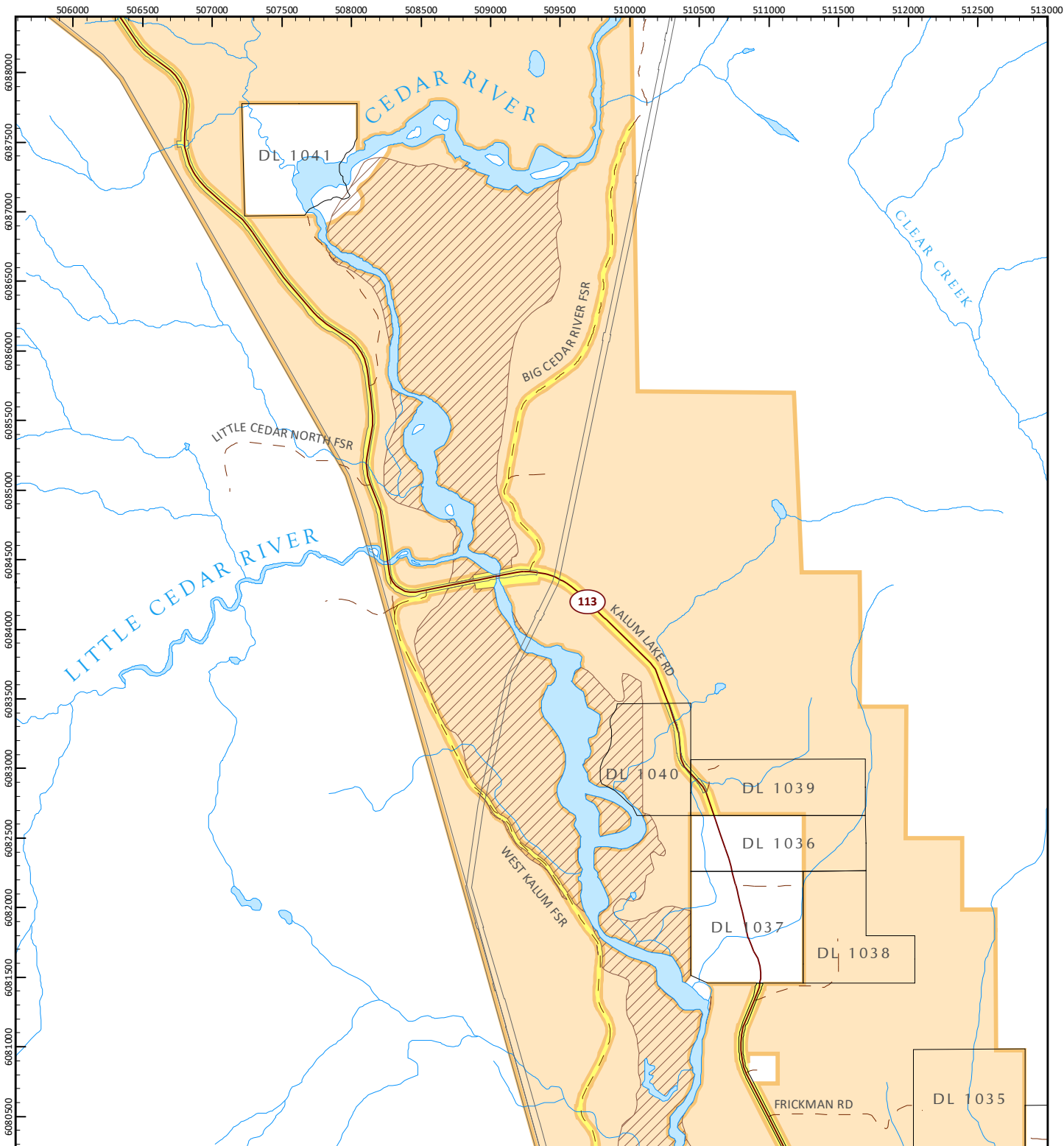
Note: The Parties will complete this sub-appendix for the Ratification version of the Treaty.

Appendix B-5 will include the British Columbia Hydro and Power Authority transmission line corridor over Former Provincial Crown Land.

Appendix B-6 Maps of Kitsumkalum Agricultural Lands

Maps of Kitsumkalum Agricultural Lands

Note: The Parties will update the Appendices before the Effective Date.



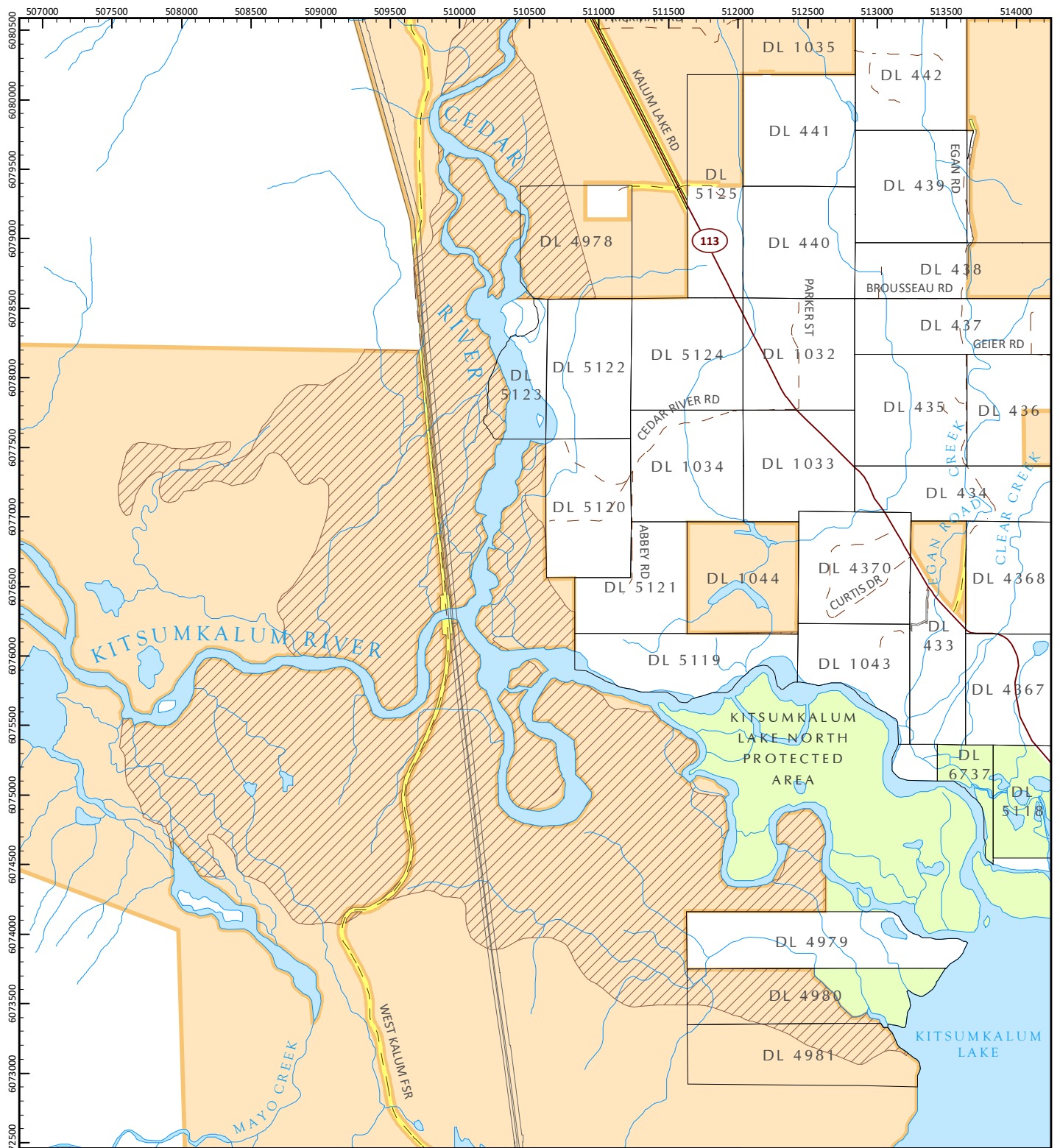
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted. Depiction of any Kitsumkalum Lands is for illustrative purposes only.

Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not required

Appendix B-6
Kitsumkalum Lands
Kitsumkalum Agricultural Land
Map 1 of 7

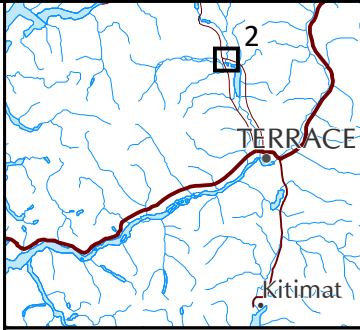
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District:
Projection: NAD 1983 UTM Zone 9N



	Kitsumkalum Agricultural Land
	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Indian Reserve
	Kitsumkalum Lands - Former Private Fee Simple Land
	Crown Corridor
	Survey parcel
	Park or protected area

	Paved road
	Unpaved road

1:40,000
 Ratio scale correct when printed at 8.5" x 11"
 0 800
 Metres



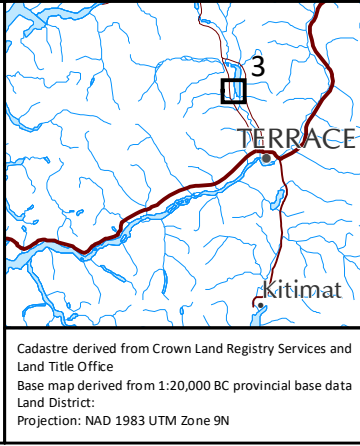
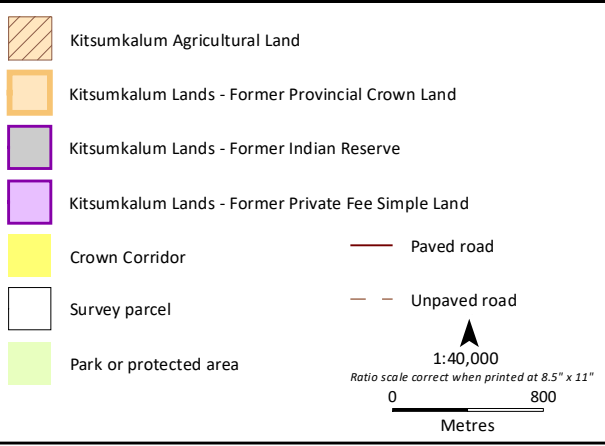
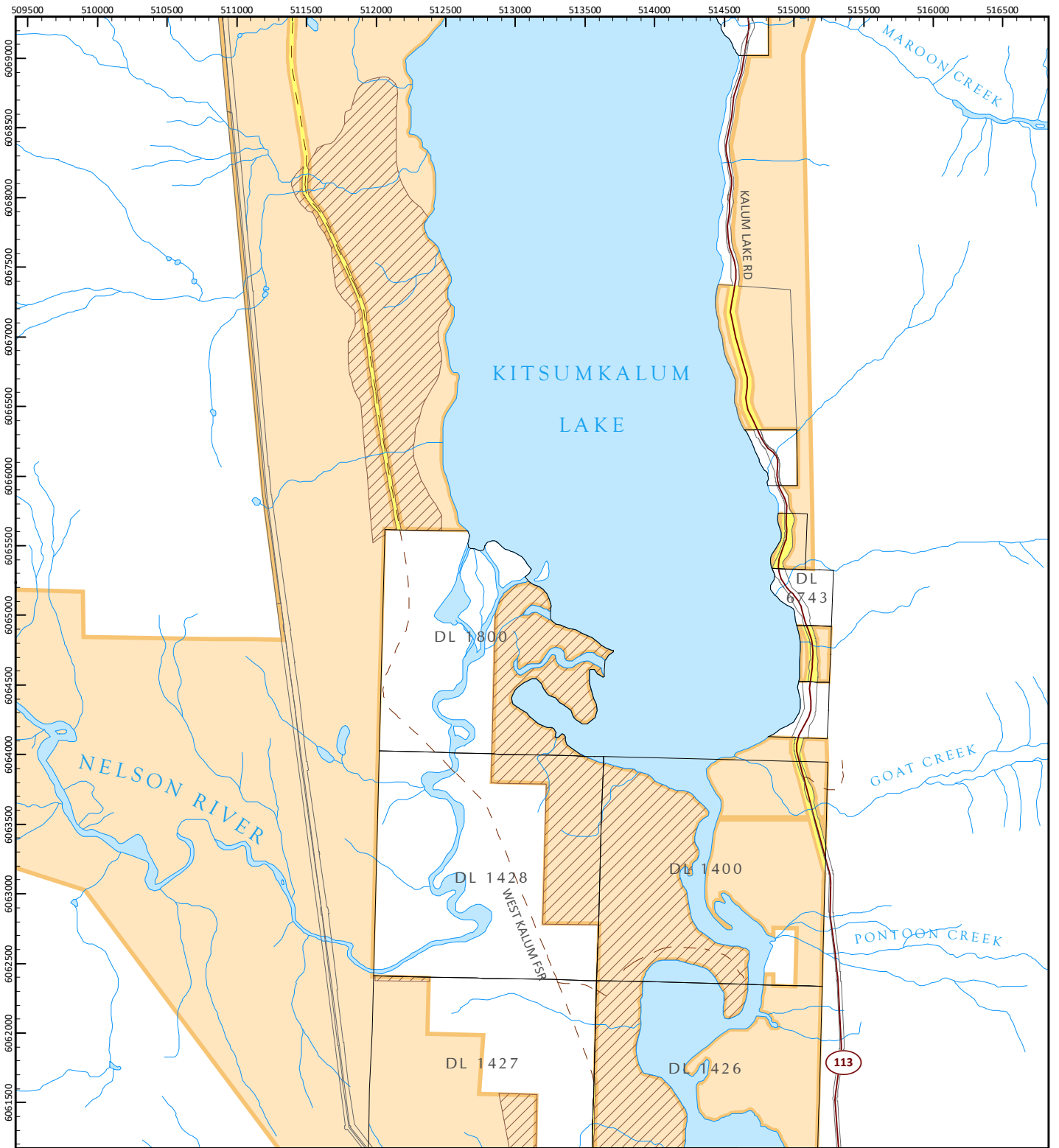
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POINT OF COMMENCEMENT
Not required

Appendix B-6
Kitsumkalum Lands
Kitsumkalum Agricultural Land
Map 2 of 7

Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District:
 Projection: NAD 1983 UTM Zone 9N

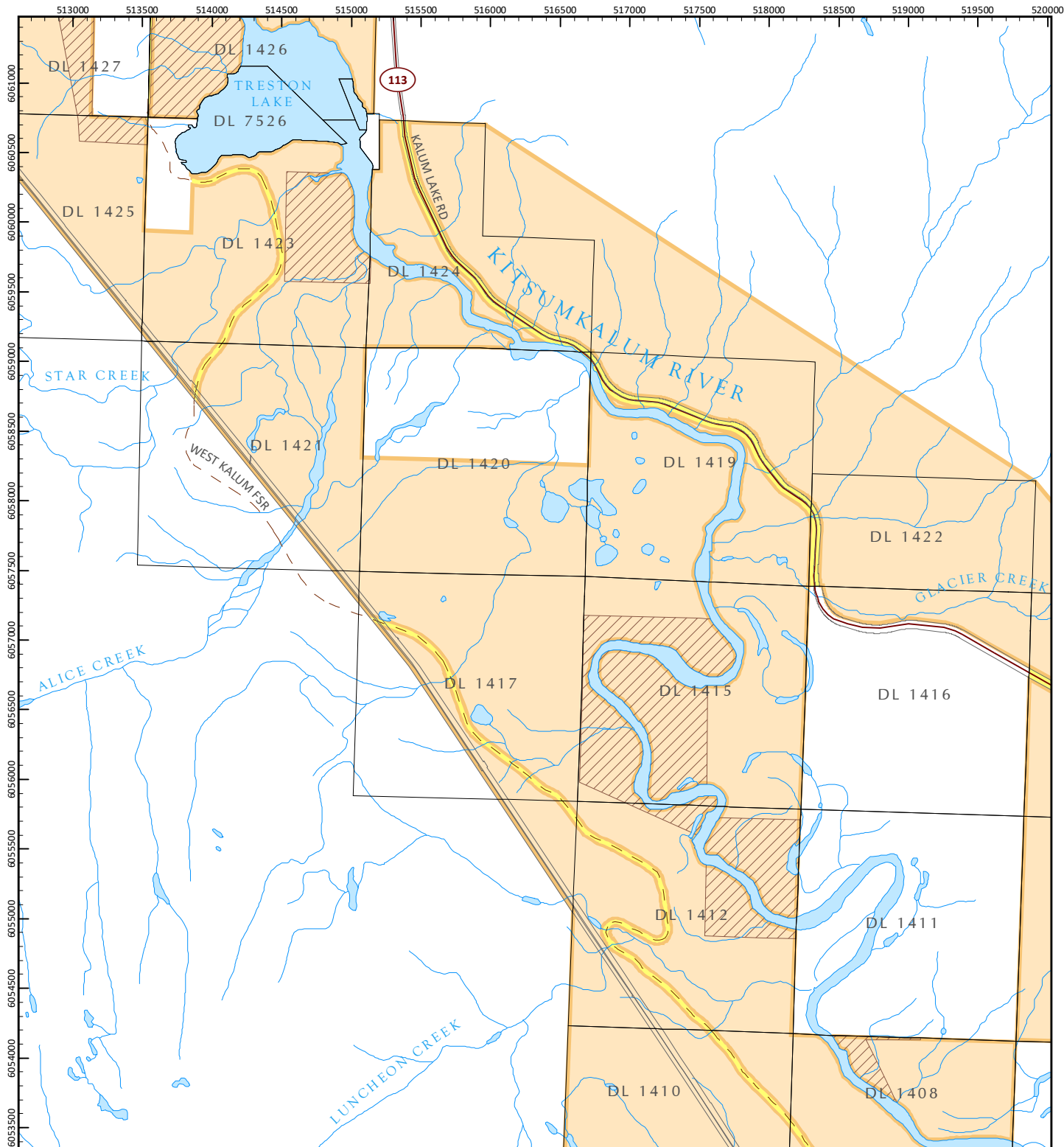


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Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
 Not required

Appendix B-6
Kitsumkalum Lands
Kitsumkalum Agricultural Land
Map 3 of 7



	Kitsumkalum Agricultural Land		Paved road
	Kitsumkalum Lands - Former Provincial Crown Land		Unpaved road
	Kitsumkalum Lands - Former Indian Reserve		1:40,000
	Kitsumkalum Lands - Former Private Fee Simple Land	<i>Ratio scale correct when printed at 8.5" x 11"</i>	0 800
	Crown Corridor		Metres
	Survey parcel		
	Park or protected area		

4
TERRACE
Kitimat

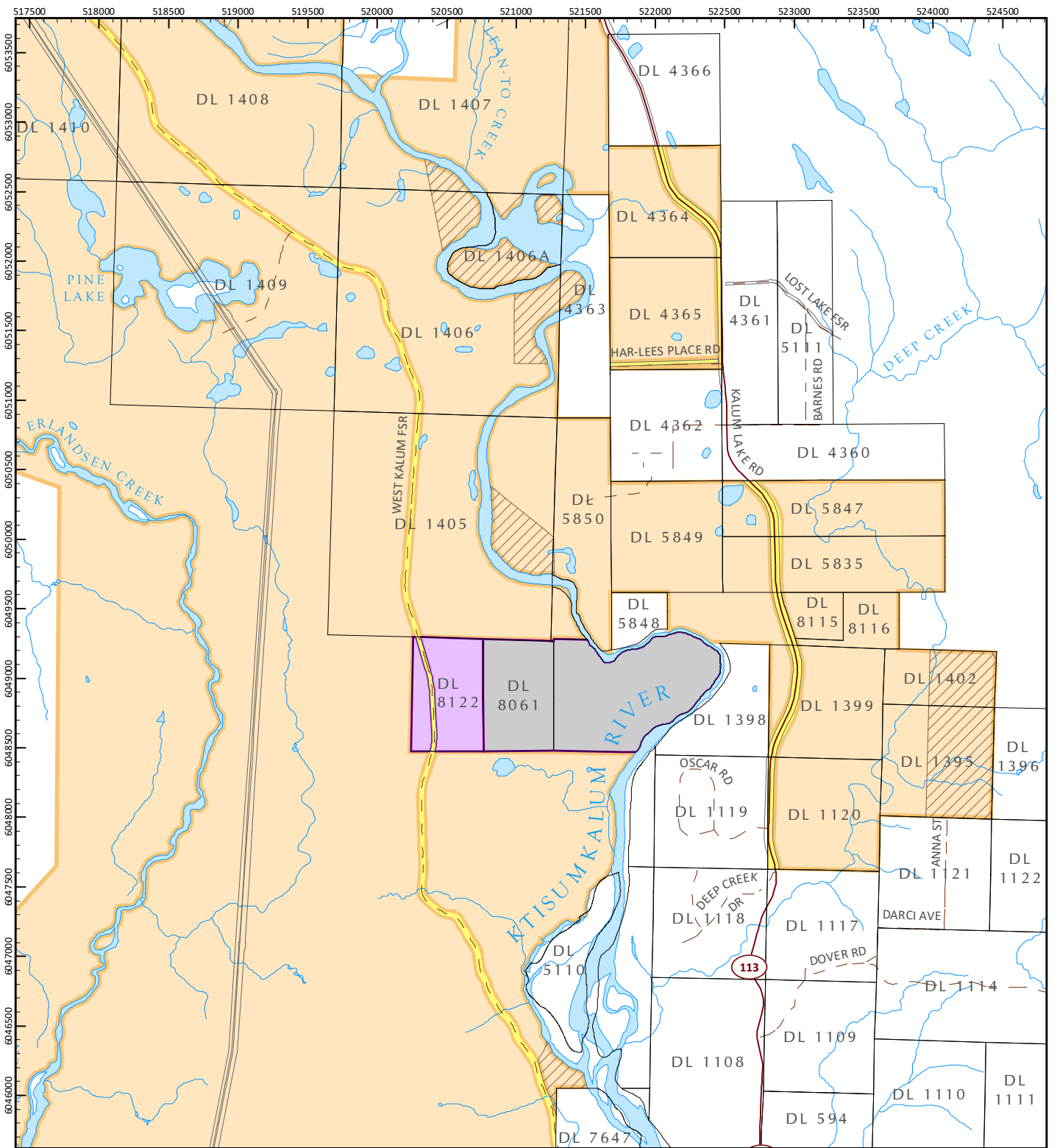
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Base map derived from 1:20,000 BC provincial base data
Land District:
Projection: NAD 1983 UTM Zone 9N

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POINT OF COMMENCEMENT
Not required

Appendix B-6
Kitsumkalum Lands
Kitsumkalum Agricultural Land
Map 4 of 7



	Kitsumkalum Agricultural Land
	Kitsumkalum Lands - Former Provincial Crown Land
	Kitsumkalum Lands - Former Indian Reserve
	Kitsumkalum Lands - Former Private Fee Simple Land
	Crown Corridor
	Survey parcel
	Park or protected area

	Paved road
	Unpaved road

1:40,000
Ratio scale correct when printed at 8.5" x 11"

 0 800
 Metres

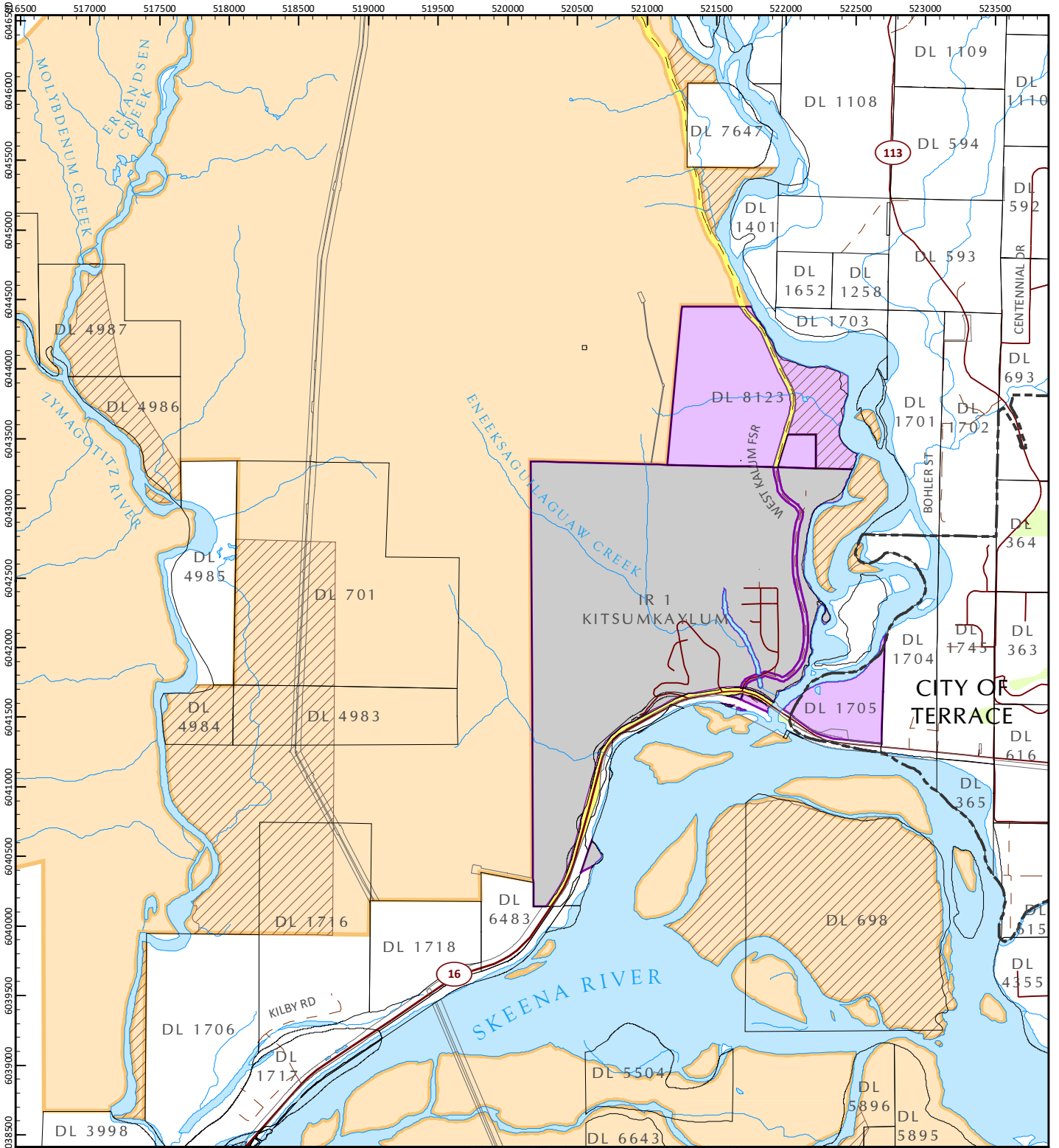
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 Base map derived from 1:20,000 BC provincial base data
 Land District:
 Projection: NAD 1983 UTM Zone 9N

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POINT OF COMMENCEMENT
Not required

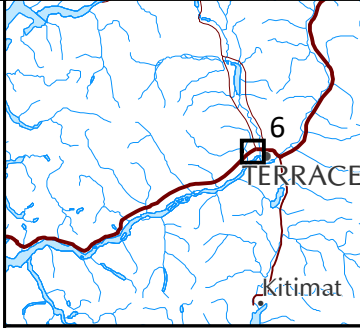
Appendix B-6
Kitsumkalum Lands
Kitsumkalum Agricultural Land
Map 5 of 7



- Kitsumkalum Agricultural Land
- Kitsumkalum Lands - Former Provincial Crown Land
- Kitsumkalum Lands - Former Indian Reserve
- Kitsumkalum Lands - Former Private Fee Simple Land
- Crown Corridor
- Survey parcel
- Park or protected area

Paved road
 Unpaved road

1:40,000
 Ratio scale correct when printed at 8.5" x 11"
 0 800
 Metres



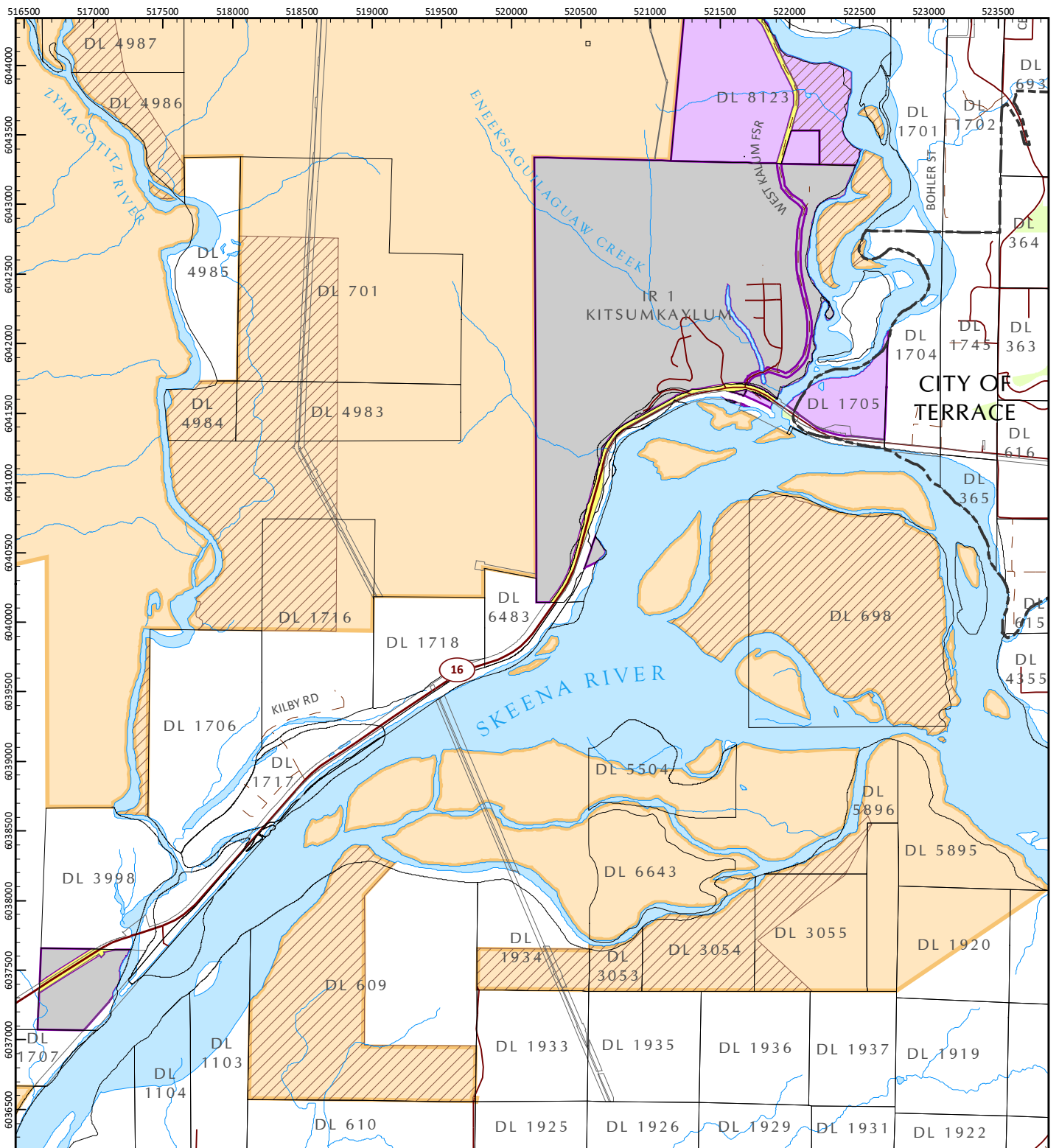
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted. Depiction of any Kitsumkalum Lands is for illustrative purposes only.

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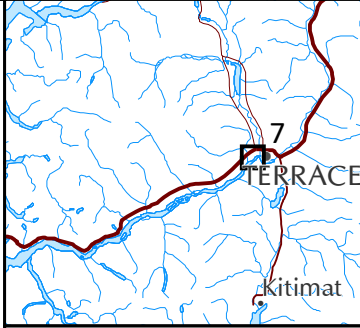
POINT OF COMMENCEMENT
Not required

Appendix B-6
Kitsumkalum Lands
Kitsumkalum Agricultural Land
Map 6 of 7

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District:
Projection: NAD 1983 UTM Zone 9N



	Kitsumkalum Agricultural Land			Paved road
	Kitsumkalum Lands - Former Provincial Crown Land			Unpaved road
	Kitsumkalum Lands - Former Indian Reserve			
	Kitsumkalum Lands - Former Private Fee Simple Land		1:40,000	
	Crown Corridor		Ratio scale correct when printed at 8.5" x 11"	
	Survey parcel		0 800	
	Park or protected area		Metres	



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted. Depiction of any Kitsumkalum Lands is for illustrative purposes only.

Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not required

Appendix B-6
Kitsumkalum Lands
Kitsumkalum Agricultural Land
Map 7 of 7

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District:
Projection: NAD 1983 UTM Zone 9N

Appendix C Port Essington Lands

Part 1: Legal Description of Port Essington Lands

Part 2: Map of Port Essington Lands

Note: The Parties will update the Appendices before the Effective Date.

Appendix C Port Essington Lands

Part 1: Legal Descriptions of Port Essington Lands

Note: The Parties will update the Appendices before the Effective Date.

Parcel Identifier (PID) and Parcel Identification Number (PIN)	Legal Description
PID: 028-217-039	Those parts of District Lot 45, Range 5, Coast District as described in DF 3863
PIN: 2377050	Those parts of District Lot 45, Range 5, Coast District described as exceptions in DF 3863

Appendix C Port Essington Lands

Part 2: Map of Port Essington Lands

Note: The Parties will update the Appendices before the Effective Date.

SKEENA RIVER

DL 7392

PORT ESSINGTON RD

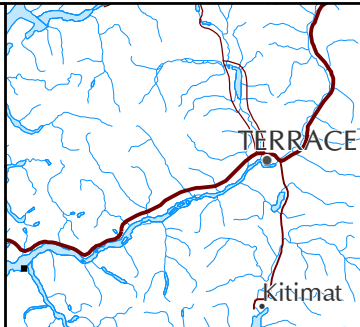
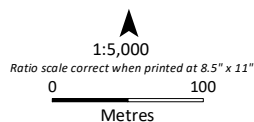
PORT ESSINGTON

ECSTALL-SPOKSUUT
CONSERVANCY

DL 45

DL 46

- Port Essington Lands
- Survey parcel
- Park or protected area
- Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted

POINT OF COMMENCEMENT
Not required

Appendix C, Part 2
Port Essington Lands

Appendix D Kitsumkalum Coastal Site Lands and Miller Bay

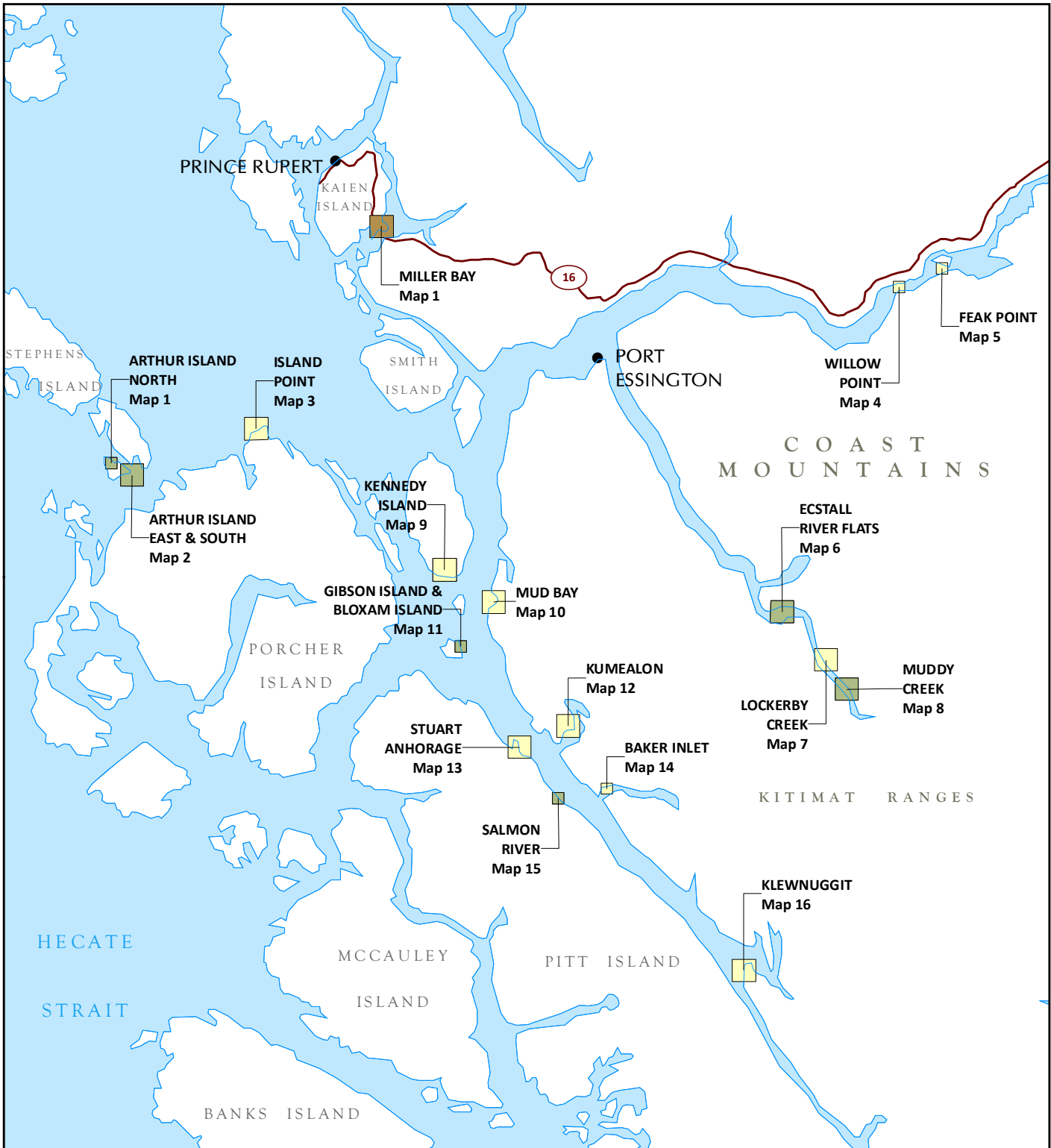
Overview Map of Kitsumkalum Coastal Site Lands, Coastal Site Conservancy Lands and Miller Bay**Part 1: Maps of Kitsumkalum Coastal Site Lands****Part 2: Maps of Kitsumkalum Coastal Site Conservancy Lands****Part 3: Map of Miller Bay****Part 4: Interests on Kitsumkalum Coastal Site Lands**

Note: The Parties will update the Appendices before the Effective Date.

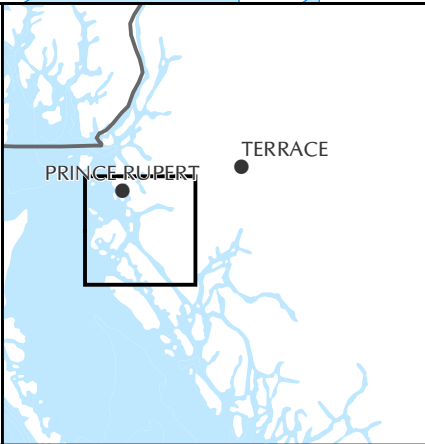
Appendix D Kitsumkalum Coastal Site Lands and Miller Bay

Overview Map of Kitsumkalum Coastal Site Lands, Coastal Site Conservancy Lands and Miller Bay

Note: The Parties will update the Appendices before the Effective Date.



- Kitsumkalum Coastal Site Lands locations
- Kitsumkalum Coastal Site Conservancy Lands locations
- Miller Bay location



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.



Appendix D
Kitsumkalum Coastal Site Lands,
Coastal Site Conservancy Lands
and Miller Bay
Overview

Appendix D Kitsumkalum Coastal Site Lands and Miller Bay

Part 1: Maps of Kitsumkalum Coastal Site Lands

Note: The Parties will update the Appendices before the Effective Date.

393500

394000

5992500

5992000





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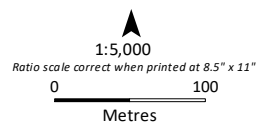
ARTHUR ISLAND

DL 3095

KSGAXL/STEPHENS ISLAND CONSERVANCY

DL 3096

-  Kitsumkalum Coastal Site Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area

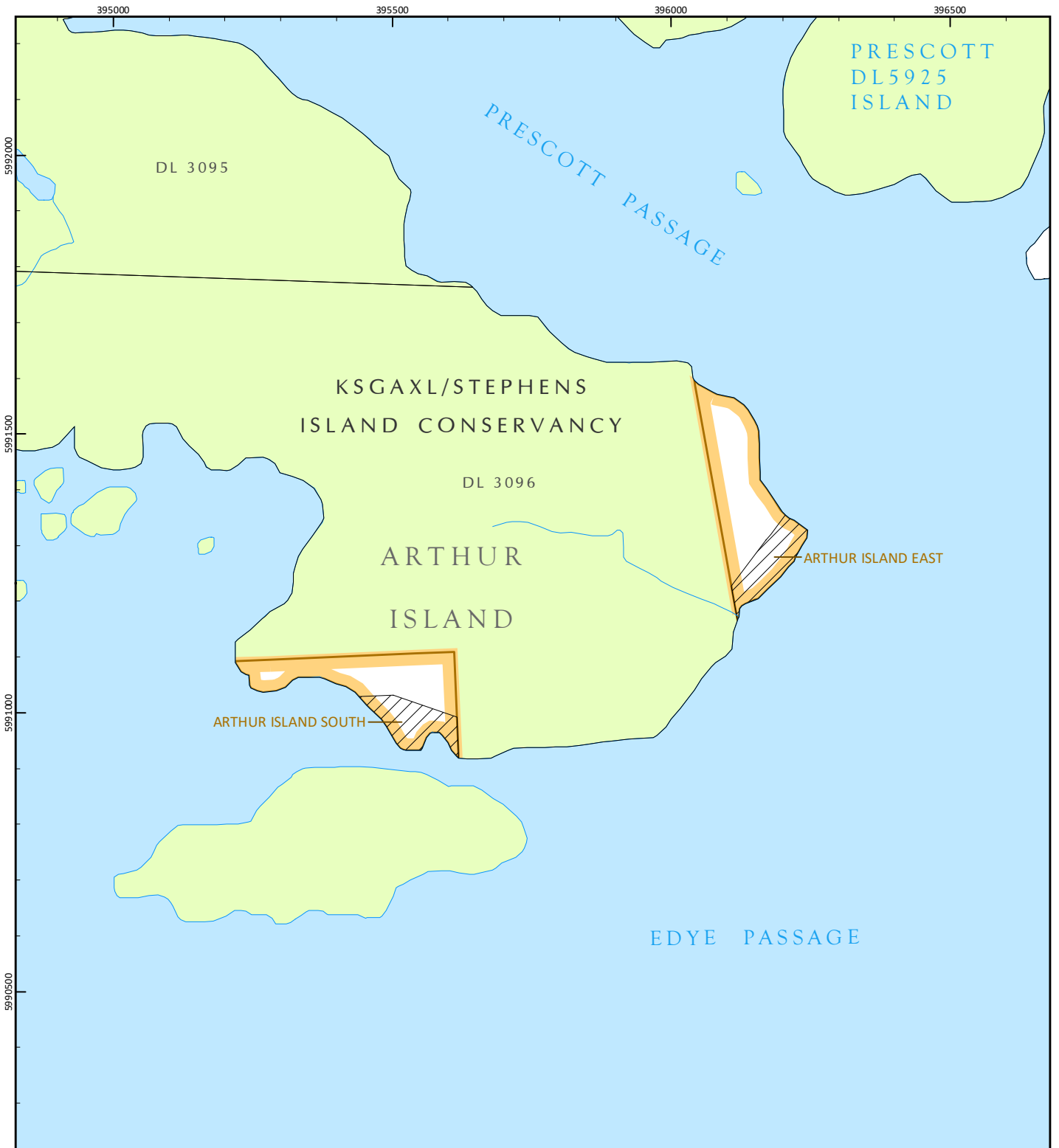






Cadastre derived from Crown Land Registry Services and Land Title Office
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 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

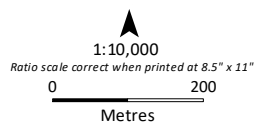
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
 Not required

Appendix D, Part 1
 Kitsumkalum Coastal Site Lands
 Arthur Island North
 Map 1 of 16



-  Kitsumkalum Coastal Site Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
Not required

Appendix D, Part 1
Kitsumkalum Coastal Site Lands
Arthur Island East & South
Map 2 of 16

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

406000

406500

407000

407500

5995500

5995500

5995000

5994500

GRACE ISLAND

HUNT POINT

MALACCA PASSAGE

ISLAND POINT





DL 1447

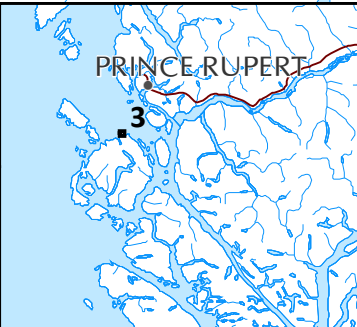
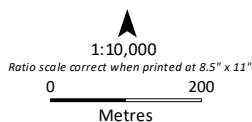
DL 1349

PORCHER ISLAND

DL 1441

DL 1866

-  Kitsumkalum Coastal Site Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
 Not required

Appendix D, Part 1
 Kitsumkalum Coastal Site Lands
 Island Point
 Map 3 of 16

463500

464000

DL 7830

SKEENA RIVER





6008000

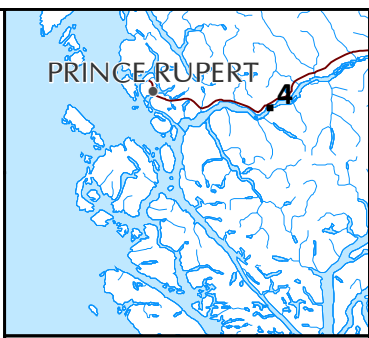
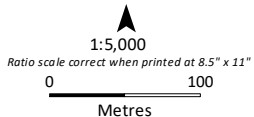
DL 7829

DL 3932 IR
11A SCUTTSAP

6007500

IR 11
SCUTTSAP

-  Kitsumkalum Coastal Site Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
Not required

Appendix D, Part 1
Kitsumkalum Coastal Site Lands
Willow Point
Map 4 of 16

467500

468000

SELMA
ISLAND

DL 5836

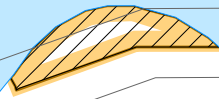
DL 5834





6010000

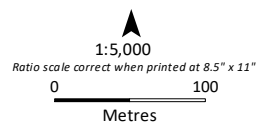
SKEENA RIVER

DL 4124

6009500



-  Kitsumkalum Coastal Site Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area

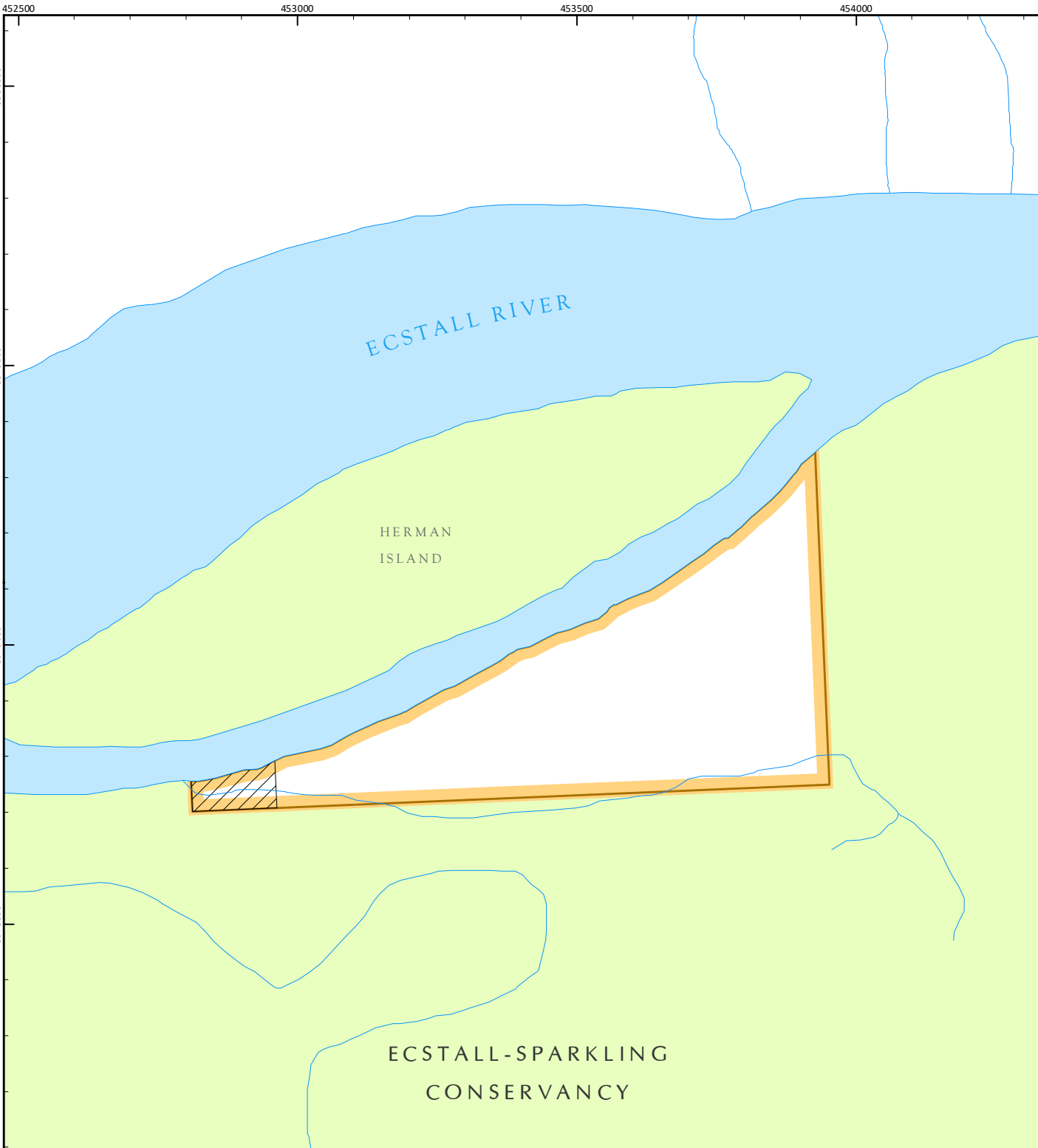






Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
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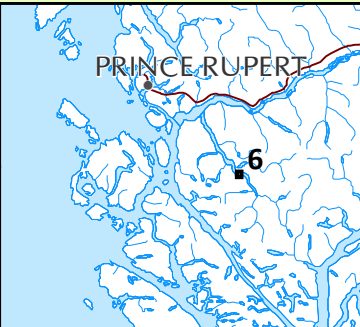
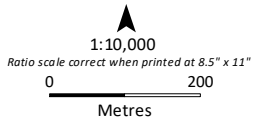
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
Not required

Appendix D, Part 1
Kitsumkalum Coastal Site Lands
Feak Point
Map 5 of 16



-  Kitsumkalum Coastal Site Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area

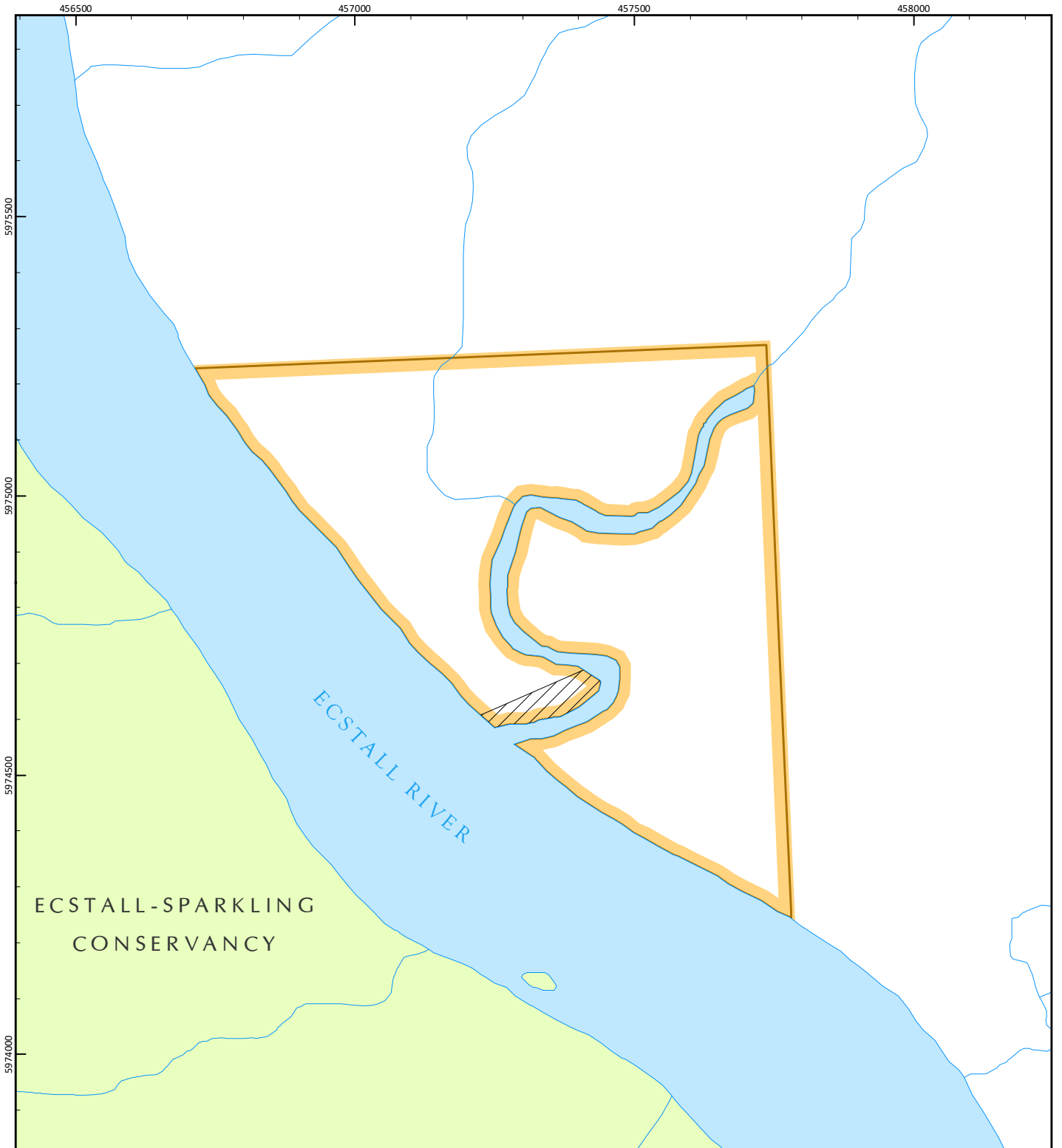






Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
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 Projection: NAD 1983 UTM Zone 9N

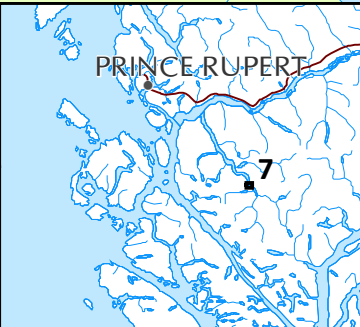
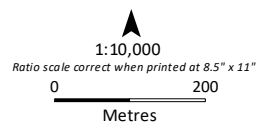
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
 Not required

Appendix D, Part 1
 Kitsumkalum Coastal Site Lands
 Ecstall River Flats
 Map 6 of 16



-  Kitsumkalum Coastal Site Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area

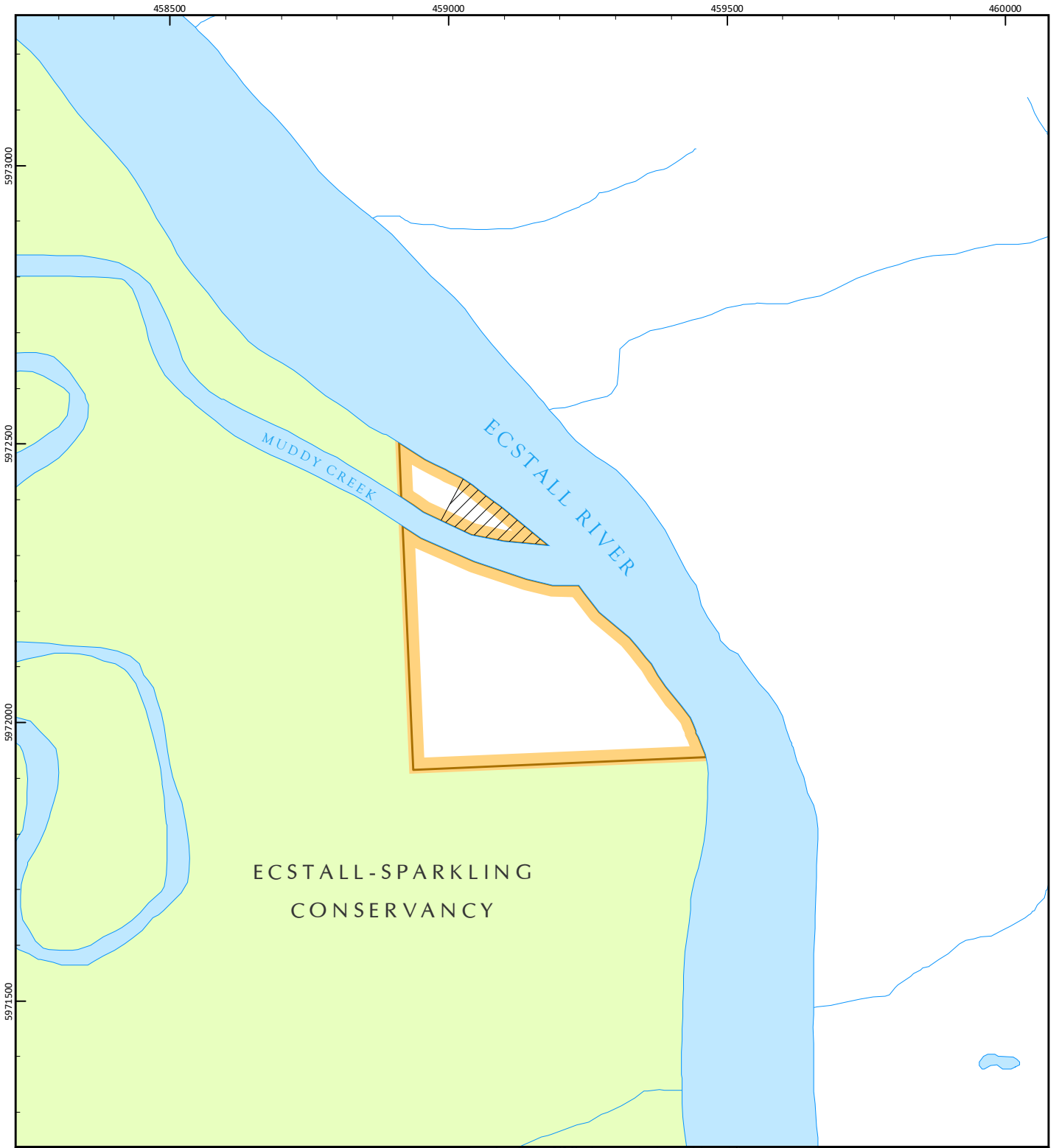






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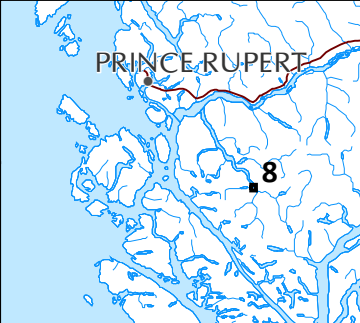
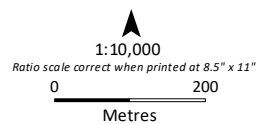
POINT OF COMMENCEMENT
Not required

Appendix D, Part 1
Kitsumkalum Coastal Site Lands
Lockerby Creek
Map 7 of 16

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N



-  Kitsumkalum Coastal Site Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
 Not required

Appendix D, Part 1
 Kitsumkalum Coastal Site Lands
 Muddy Creek
 Map 8 of 16

423000

423500

424000

5983500

5983000

5982500

5982000





KENNEDY ISLAND
CONSERVANCY

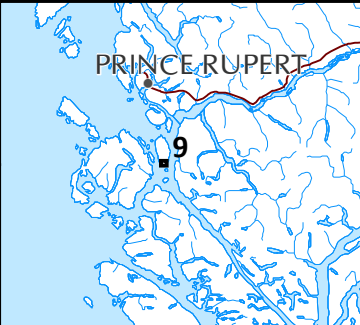
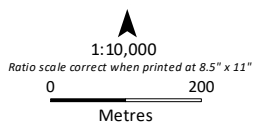
KENNEDY
ISLAND

Sec 4Bk 1

SEABREEZE
POINT

CARDENA
BAY

-  Kitsumkalum Coastal Site Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area

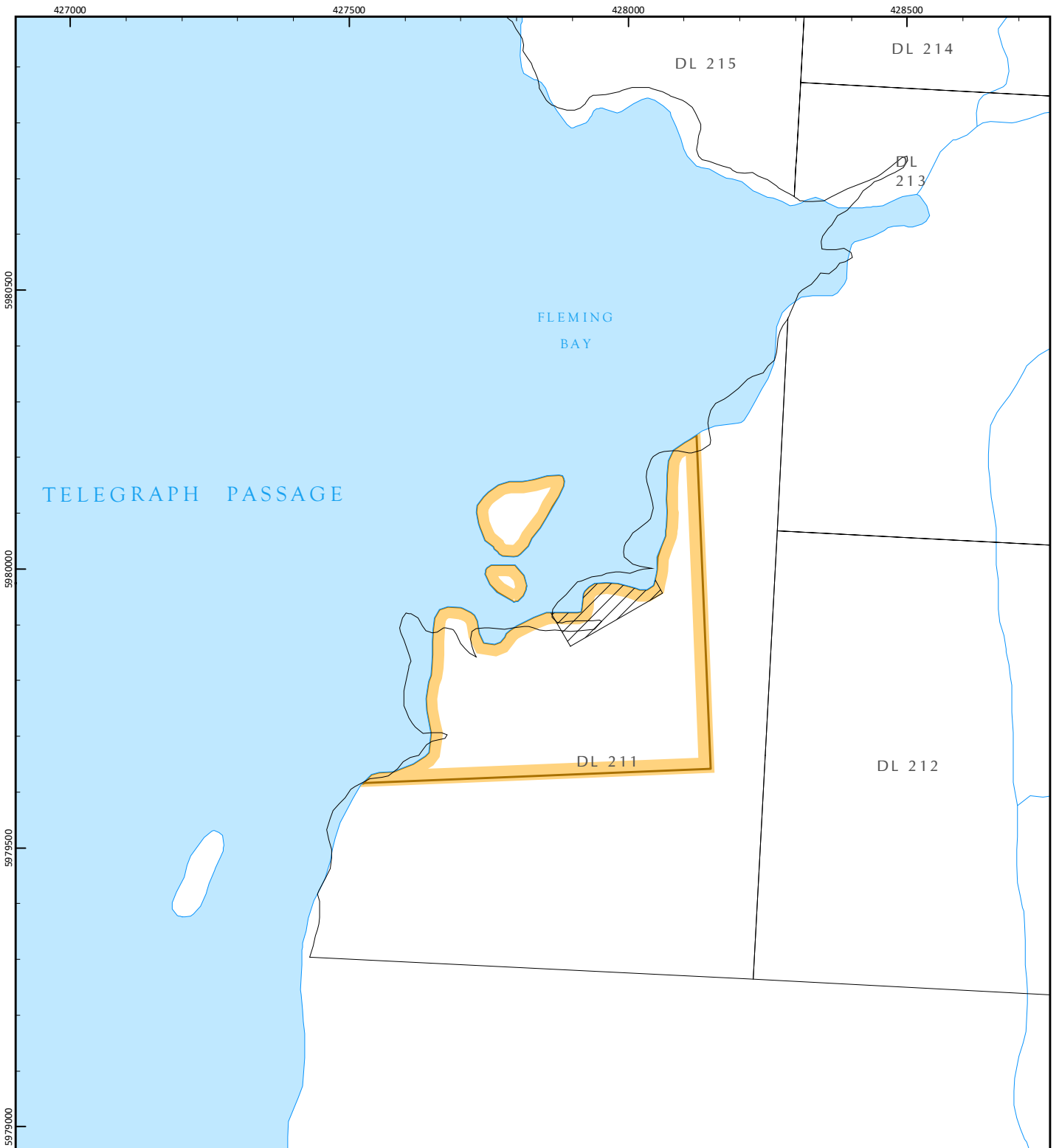






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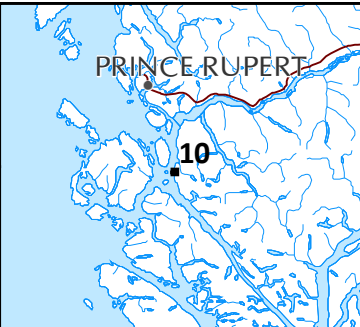
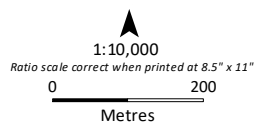
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
Not required

Appendix D, Part 1
Kitsumkalum Coastal Site Lands
Kennedy Island
Map 9 of 16



-  Kitsumkalum Coastal Site Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area







Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N


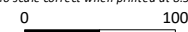
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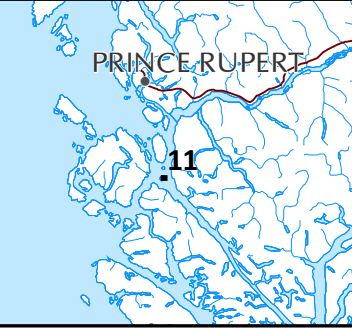
POINT OF COMMENCEMENT
 Not required

Appendix D, Part 1
 Kitsumkalum Coastal Site Lands
 Mud Bay
 Map 10 of 16



	Kitsumkalum Coastal Site Lands
	Kitsumkalum Coastal Site Area
	Survey parcel
	Park or protected area


1:5,000
Ratio scale correct when printed at 8.5" x 11"

 0 100
 Metres



PRINCE RUPERT

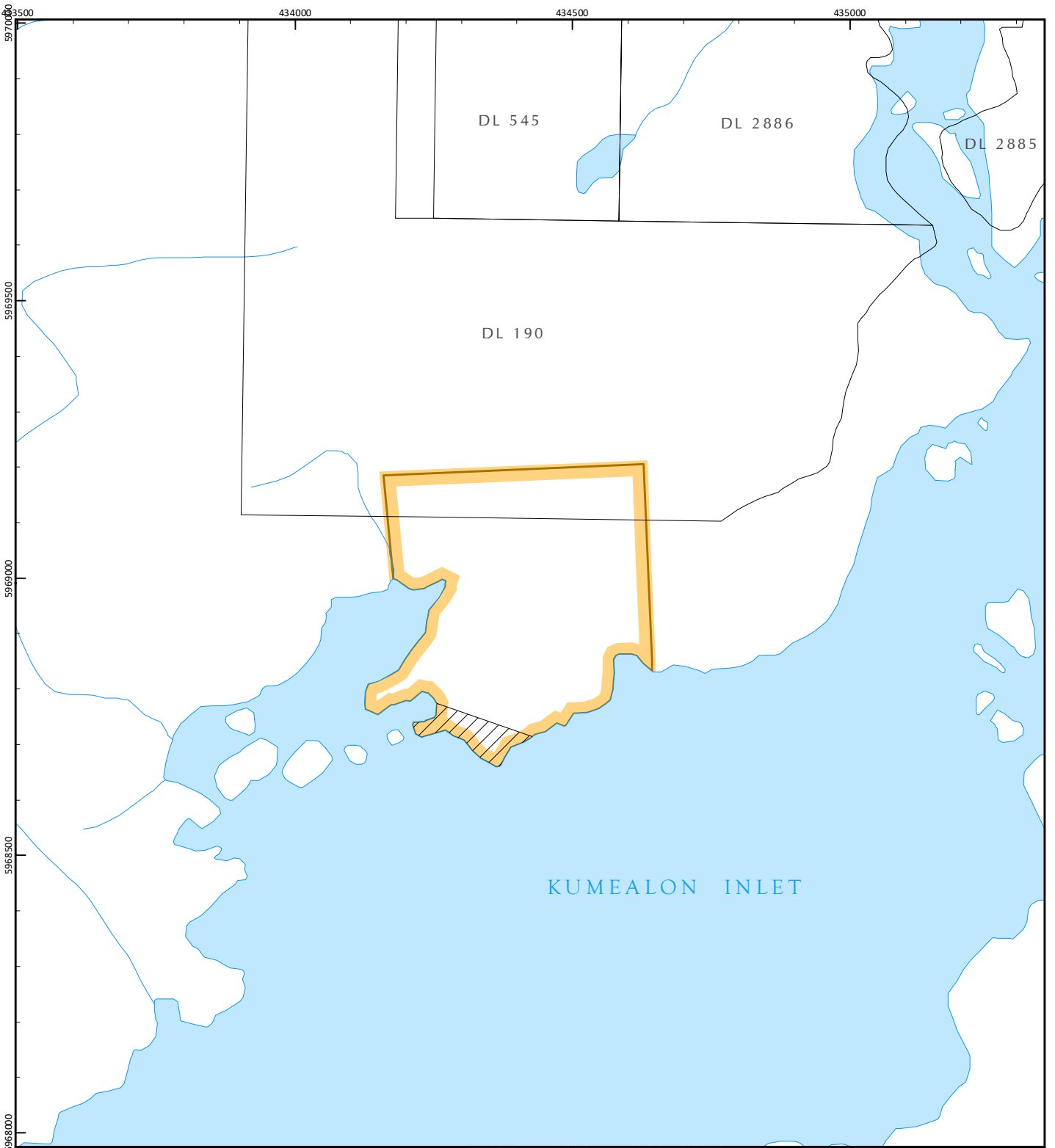
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

Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

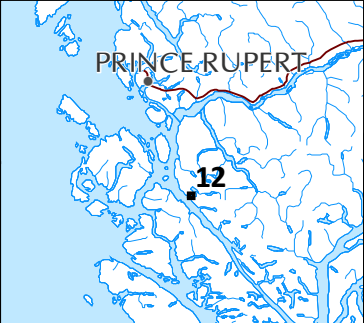
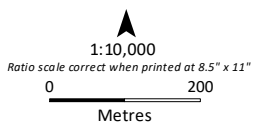
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
Not required

Appendix D, Part 1
Kitsumkalum Coastal Site Lands
Gibson Island & Bloxam Island
Map 11 of 16



-  Kitsumkalum Coastal Site Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area

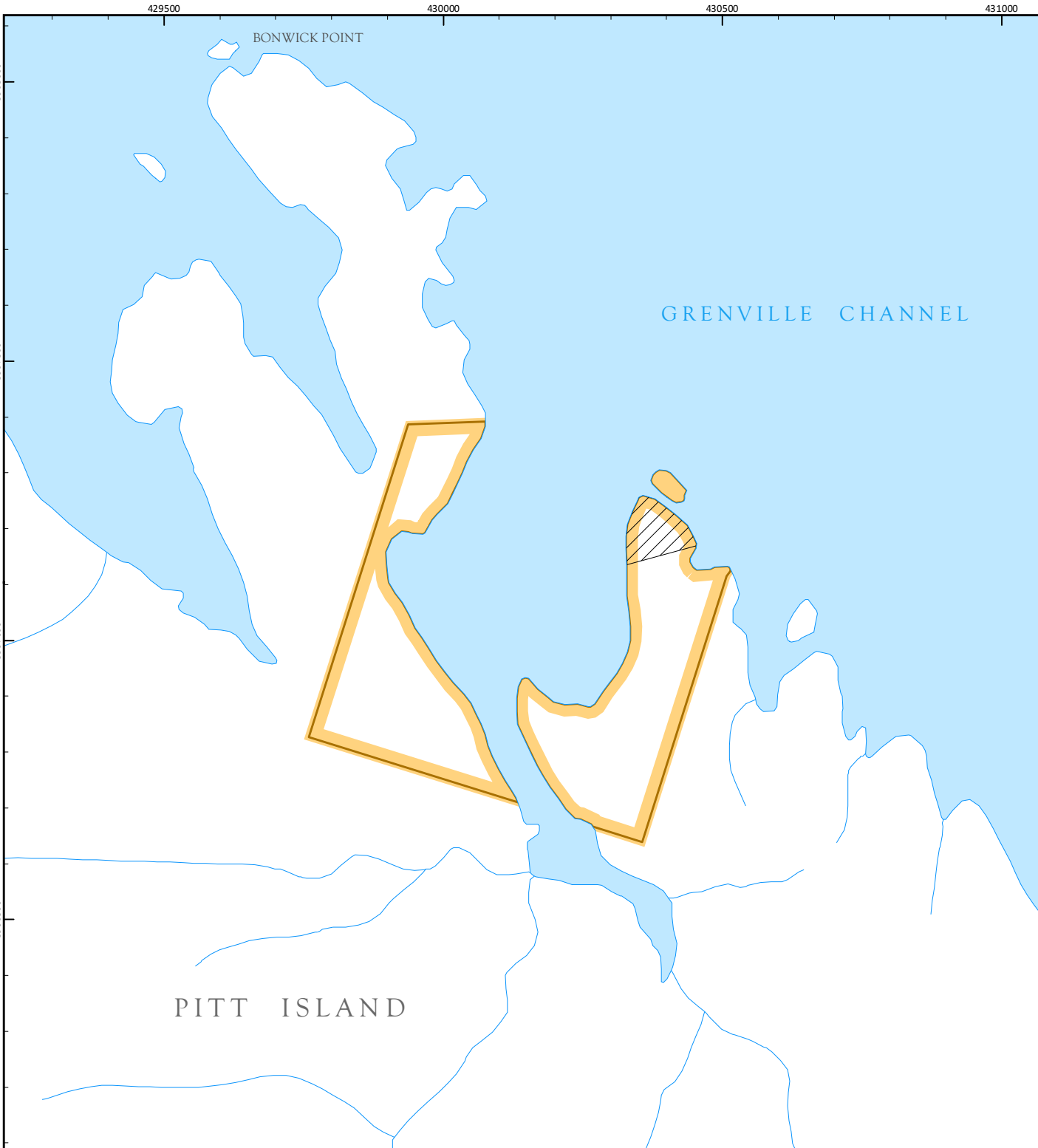






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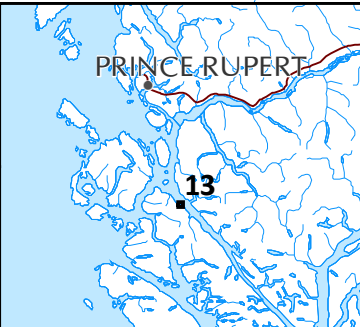
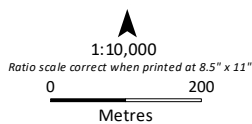
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
 Not required

Appendix D, Part 1
 Kitsumkalum Coastal Site Lands
 Kumealon
 Map 12 of 16



-  Kitsumkalum Coastal Site Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
Not required

Appendix D, Part 1
 Kitsumkalum Coastal Site Lands
 Stuart Anchorage
 Map 13 of 16





437500

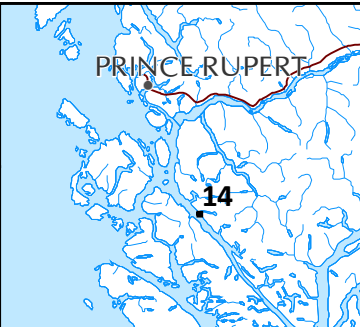
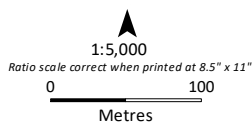
438000

BAKER INLET

5963500

5963000

-  Kitsumkalum Coastal Site Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
 Not required

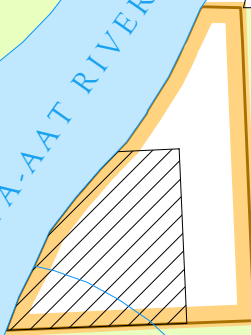
Appendix D, Part 1
 Kitsumkalum Coastal Site Lands
 Baker Inlet
 Map 14 of 16





PA-AAT
CONSERVANCY

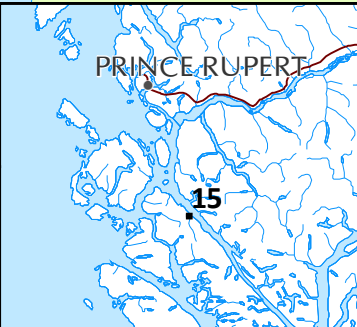
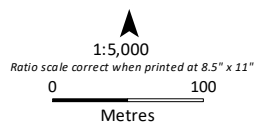
IR 6 PA-AAT

PA-AAT RIVER

PITT ISLAND



-  Kitsumkalum Coastal Site Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
Not required

Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

Appendix D, Part 1
 Kitsumkalum Coastal Site Lands
 Salmon River
 Map 15 of 16

449500

450000

450500

5948000

5947500

5947000

5946500





MORNING POINT

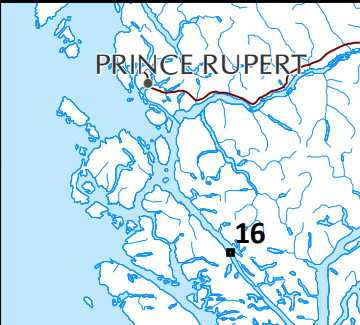
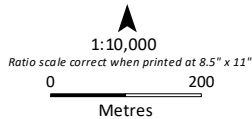
NABANNAH BAY

EVENING POINT

GRENVILLE CHANNEL

Barrier Rock

-  Kitsumkalum Coastal Site Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
 Not required

Appendix D, Part 1
 Kitsumkalum Coastal Site Lands
 Klewnuggit
 Map 16 of 16

Appendix D Kitsumkalum Coastal Site Lands and Miller Bay

Part 2: Maps of Kitsumkalum Coastal Site Conservancy Lands

Note: The Parties will update the Appendices before the Effective Date.

393500

394000

PRESCOTT PASSAGE

ARTHUR ISLAND

DL 3095

KSGAXL/STEPHENS ISLAND CONSERVANCY

DL 3096

5992500

5992000



Kitsumkalum Coastal Site Conservancy Lands



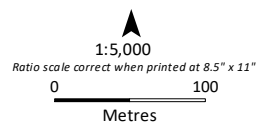
Kitsumkalum Coastal Site Area



Survey parcel



Park or protected area







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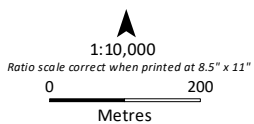
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
Not required

Appendix D, Part 2
Kitsumkalum Coastal Site
Conservancy Lands
Arthur Island North
Map 1 of 7



-  Kitsumkalum Coastal Site Conservancy Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area

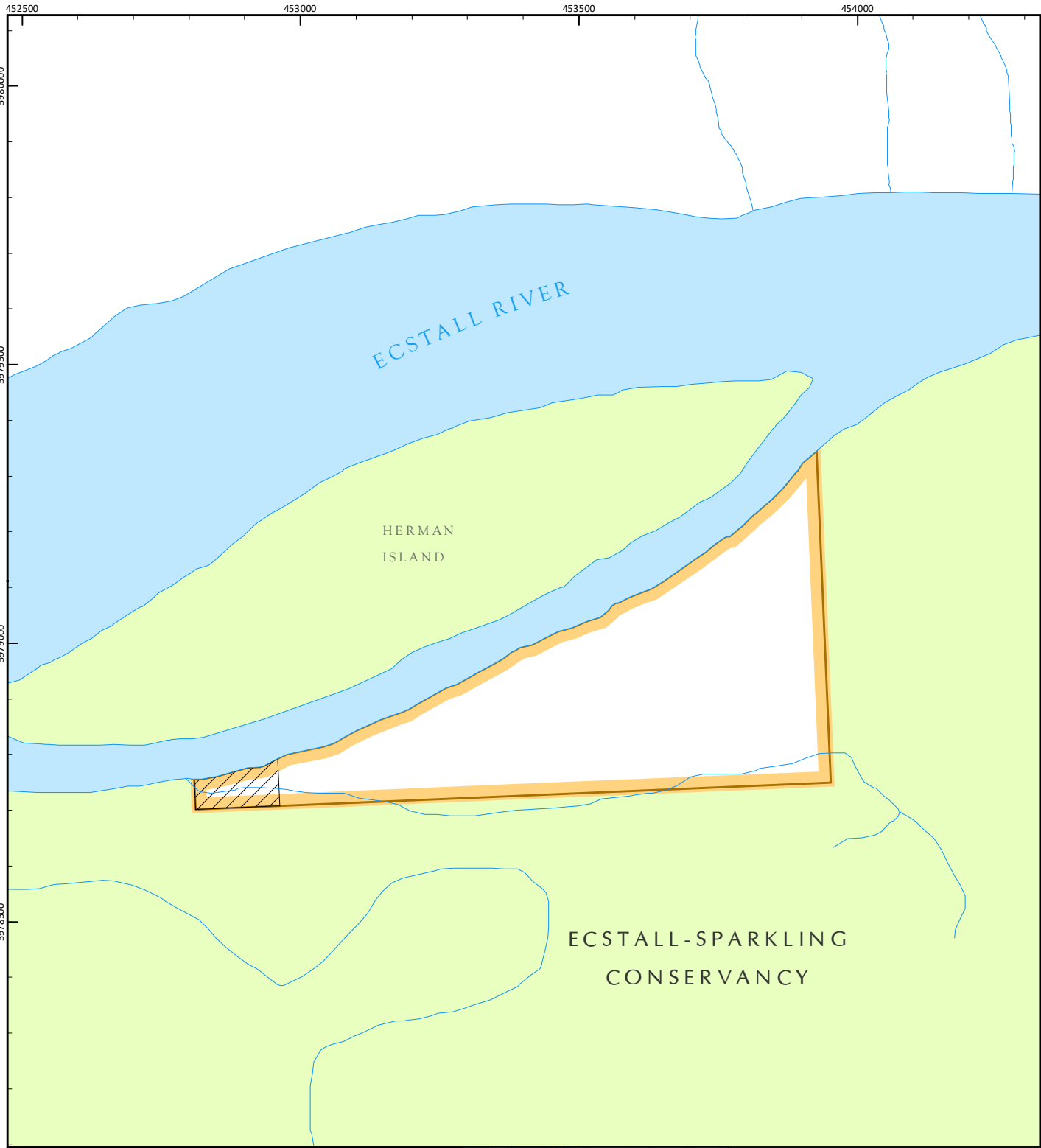






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 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N


This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
 Not required

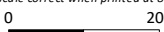
Appendix D, Part 2
 Kitsumkalum Coastal Site
 Conservancy Lands
 Arthur Island East & South
 Map 2 of 7



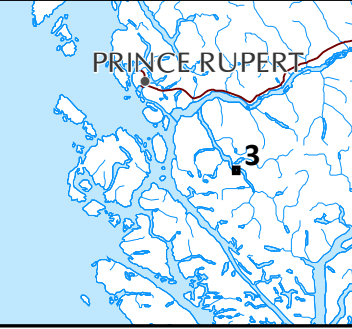
	Kitsumkalum Coastal Site Conservancy Lands
	Kitsumkalum Coastal Site Area
	Survey parcel
	Park or protected area



1:10,000
Ratio scale correct when printed at 8.5" x 11"



0 200
Metres



PRINCE RUPERT

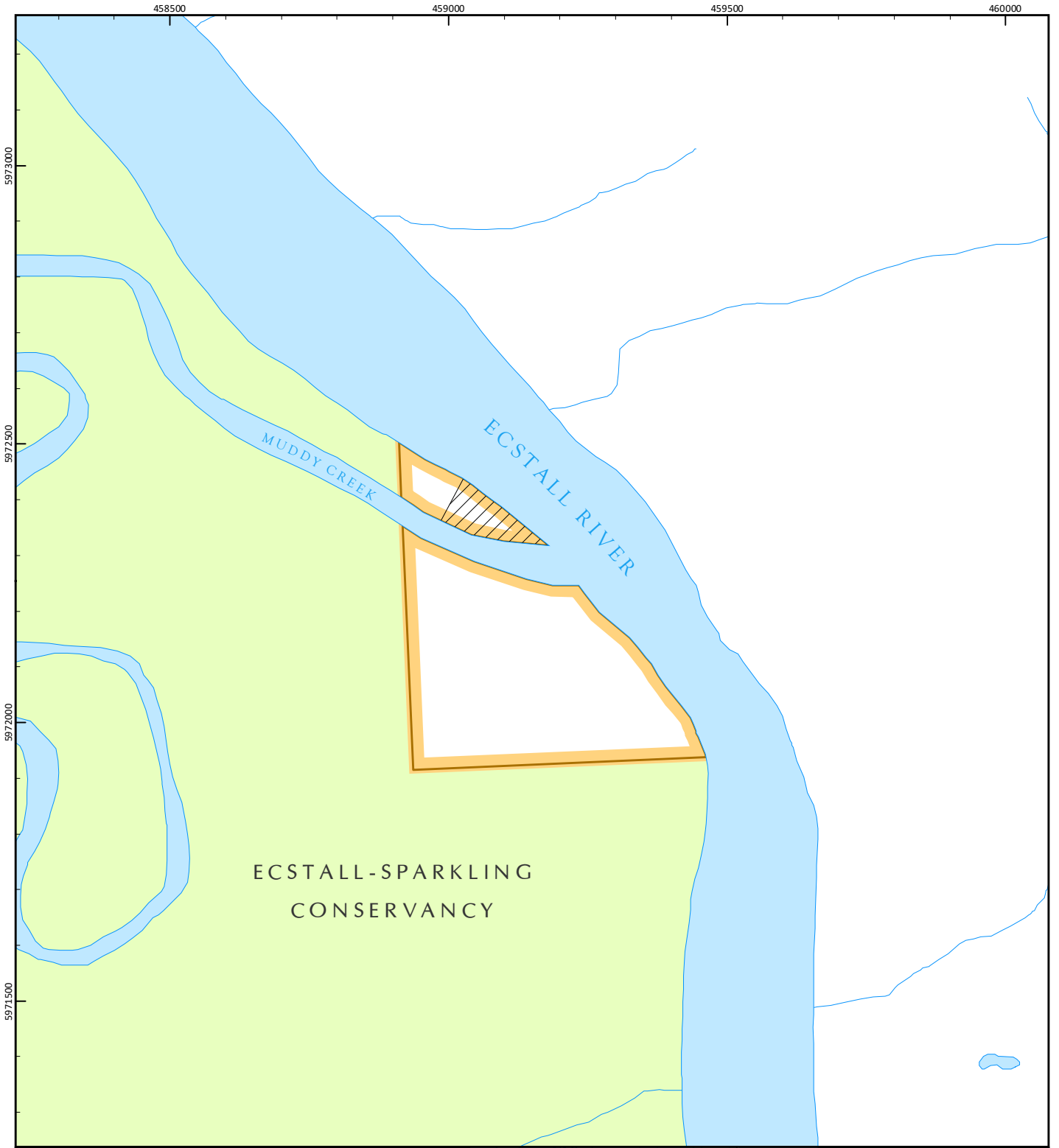
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

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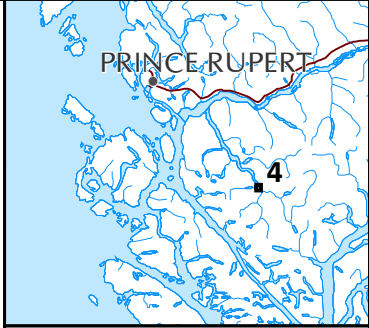
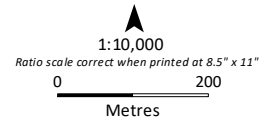
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
Not required

Appendix D, Part 2
Kitsumkalum Coastal Site
Conservancy Lands
Ecstall River Flats
Map 3 of 7



-  Kitsumkalum Coastal Site Conservancy Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
 Not required

Appendix D, Part 2
 Kitsumkalum Coastal Site
 Conservancy Lands
 Muddy Creek
 Map 4 of 7

423000

423500

424000

5983500

5983000

5982500

5982000

KENNEDY ISLAND CONSERVANCY

KENNEDY ISLAND

Sec 4Bk 1

SEABREEZE
POINT

CARDENA
BAY



Kitsumkalum Coastal Site Conservancy Lands



Kitsumkalum Coastal Site Area



Survey parcel



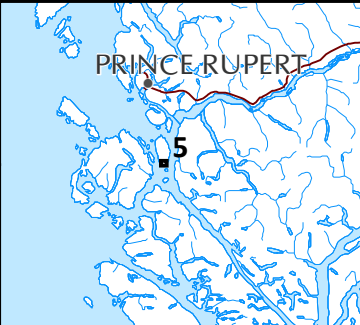
Park or protected area

1:10,000

Ratio scale correct when printed at 8.5" x 11"

0 200

Metres

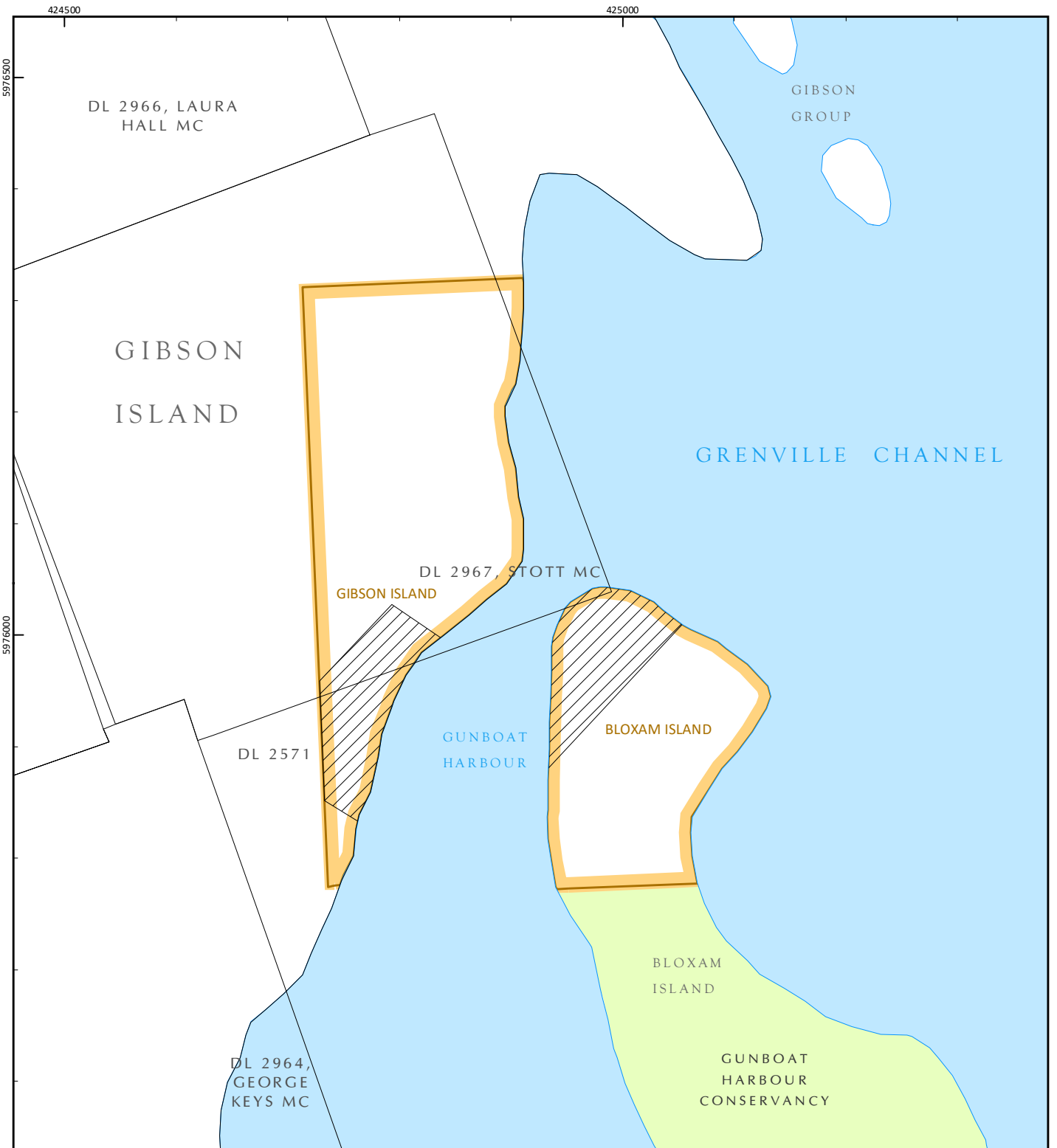






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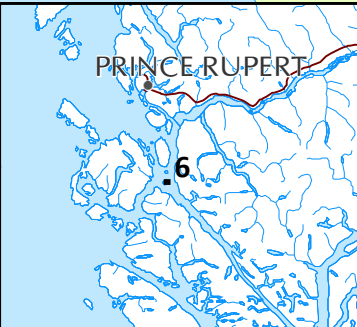
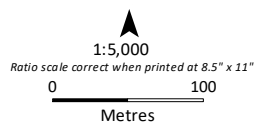
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
Not required

Appendix D, Part 2
Kitsumkalum Coastal Site
Conservancy Lands
Kennedy Island
Map 5 of 7



-  Kitsumkalum Coastal Site Conservancy Lands
-  Kitsumkalum Coastal Site Area
-  Survey parcel
-  Park or protected area



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
 Not required

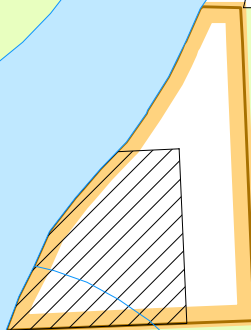
Appendix D, Part 2
 Kitsumkalum Coastal Site
 Conservancy Lands
 Bloxam Island
 Map 6 of 7

PA-AAT
CONSERVANCY

IR 6 PA-AAT

PA-AAT RIVER

PITT ISLAND



Kitsumkalum Coastal Site Conservancy Lands



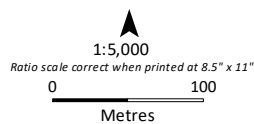
Kitsumkalum Coastal Site Area



Survey parcel



Park or protected area



Cadastre derived from Crown Land Registry Services and Land Title Office
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 Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

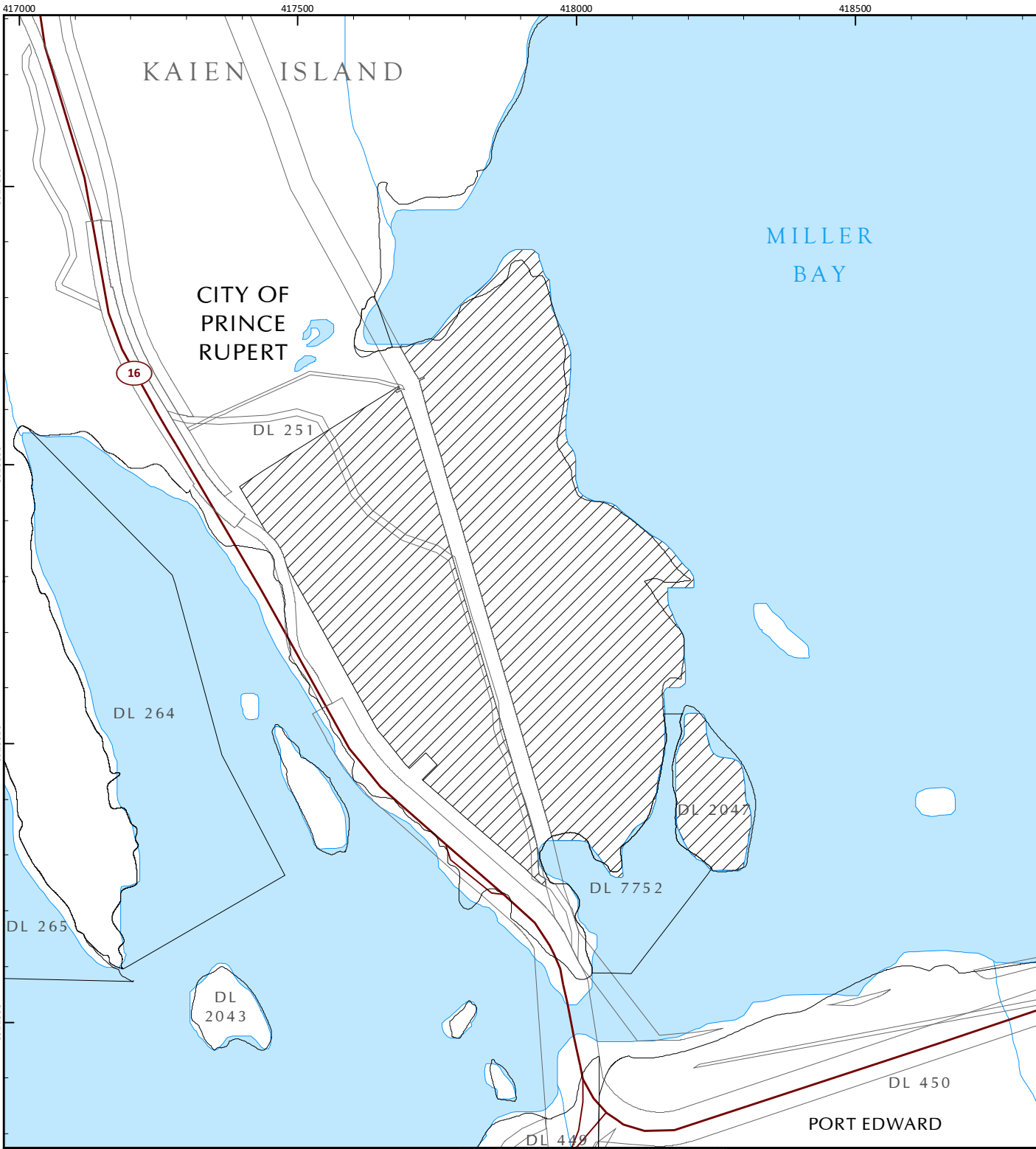
POINT OF COMMENCEMENT
 Not required




Appendix D, Part 2
 Kitsumkalum Coastal Site
 Conservancy Lands
 Salmon River
 Map 7 of 7

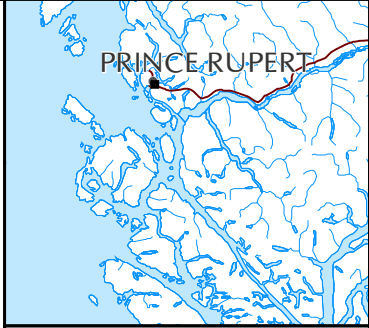
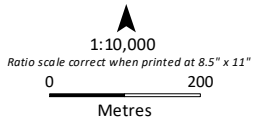
Appendix D Kitsumkalum Coastal Site Lands and Miller Bay

Part 3: Map of Miller Bay

Note: The Parties will update the Appendices before the Effective Date.



-  Miller Bay
-  Survey parcel
-  Park or protected area



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
Not required

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

Appendix D, Part 3
Kitsumkalum
Miller Bay

Appendix D Kitsumkalum Coastal Site Lands and Miller Bay

Part 4: Interests on Kitsumkalum Coastal Site Lands


Note: The Parties will complete this sub-appendix for the Ratification version of the Treaty

Appendix E Kitsumkalum Coastal Site Areas

Maps of Kitsumkalum Coastal Site Areas

Note: The Parties will update the Appendices before the Effective Date.



 Kitsumkalum Coastal Site Areas locations



1:550,000
 Ratio scale correct when printed at 8.5" x 11"
 0 10
 Kilometres

Appendix E
 Kitsumkalum Coastal Site Areas
 Overview

384000

384500

DL 5505

SKIAKL BAY

STEPHENS
ISLAND

KSGAXL/STEPHENS
ISLAND CONSERVANCY

6001000

6000500



Kitsumkalum Coastal Site Areas



Survey parcel



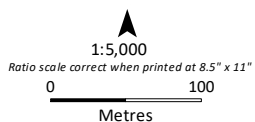
Park or protected area



PRINCE RUPERT

1

POINT OF COMMENCEMENT



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

Appendix E
Kitsumkalum Coastal Site Areas
Skiakl Bay
Map 1 of 19

390500

STEPHENS
ISLAND

BUTLER
COVE

JOYCE
ISLAND

KSGAXL/STEPHENS
ISLAND CONSERVANCY

5997000

5996500



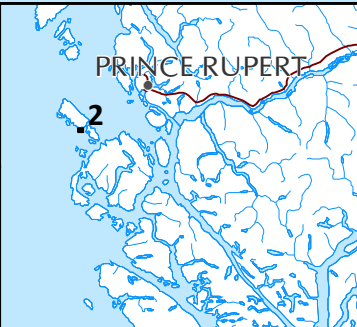
Kitsumkalum Coastal Site Areas



Survey parcel



Park or protected area



PRINCE RUPERT

2

POINT OF COMMENCEMENT



1:5,000

Ratio scale correct when printed at 8.5" x 11"

0 100

Metres

Cadastre derived from Crown Land Registry Services and
Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

Appendix E
Kitsumkalum Coastal Site Areas
Butler Cove
Map 2 of 19

393500

394000

PRESCOTT PASSAGE

KSGAXL/STEPHENS
ISLAND CONSERVANCY

DL 3095

ARTHUR
ISLAND

DL 3096

5992500

5992000



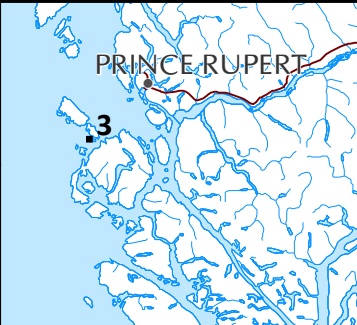
Kitsumkalum Coastal Site Areas



Survey parcel



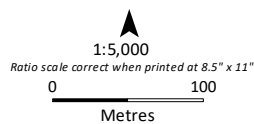
Park or protected area



PRINCE RUPERT

3




POINT OF COMMENCEMENT

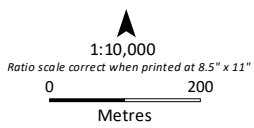


Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

Appendix E
Kitsumkalum Coastal Site Areas
Arthur Island North
Map 3 of 19



-  Kitsumkalum Coastal Site Areas
-  Survey parcel
-  Park or protected area



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

POINT OF COMMENCEMENT

Appendix E
Kitsumkalum Coastal Site Areas
Arthur Island East & South
Map 4 of 19

406000

406500

407000

407500

5995500

5995500

5995000

5994500

GRACE ISLAND

HUNT POINT

MALACCA PASSAGE

ISLAND POINT




DL 1447

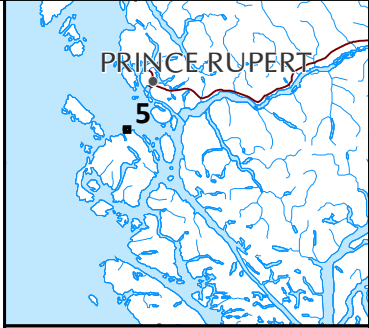
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PORCHER ISLAND

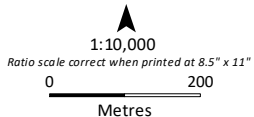
DL 1441

DL 1866

-  Kitsumkalum Coastal Site Areas
-  Survey parcel
-  Park or protected area



POINT OF COMMENCEMENT



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

Appendix E
 Kitsumkalum Coastal Site Areas
 Island Point
 Map 5 of 19

463500

464000

DL 7830

SKEENA RIVER

DL 7829

DL 3932 IR
11A SCUTTSAP

IR 11
SCUTTSAP

6008000

6007500



Kitsumkalum Coastal Site Areas



Survey parcel

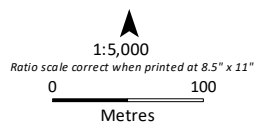


Park or protected area



PRINCE RUPERT

POINT OF COMMENCEMENT



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

Appendix E
Kitsumkalum Coastal Site Areas
Willow Point
Map 6 of 19

467500

468000

DL 5836

SELMA ISLAND

DL 5834

6010000

SKEENA RIVER

DL 4124

6009500



Kitsumkalum Coastal Site Areas



Survey parcel

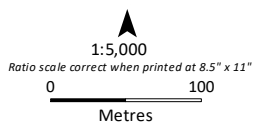


Park or protected area



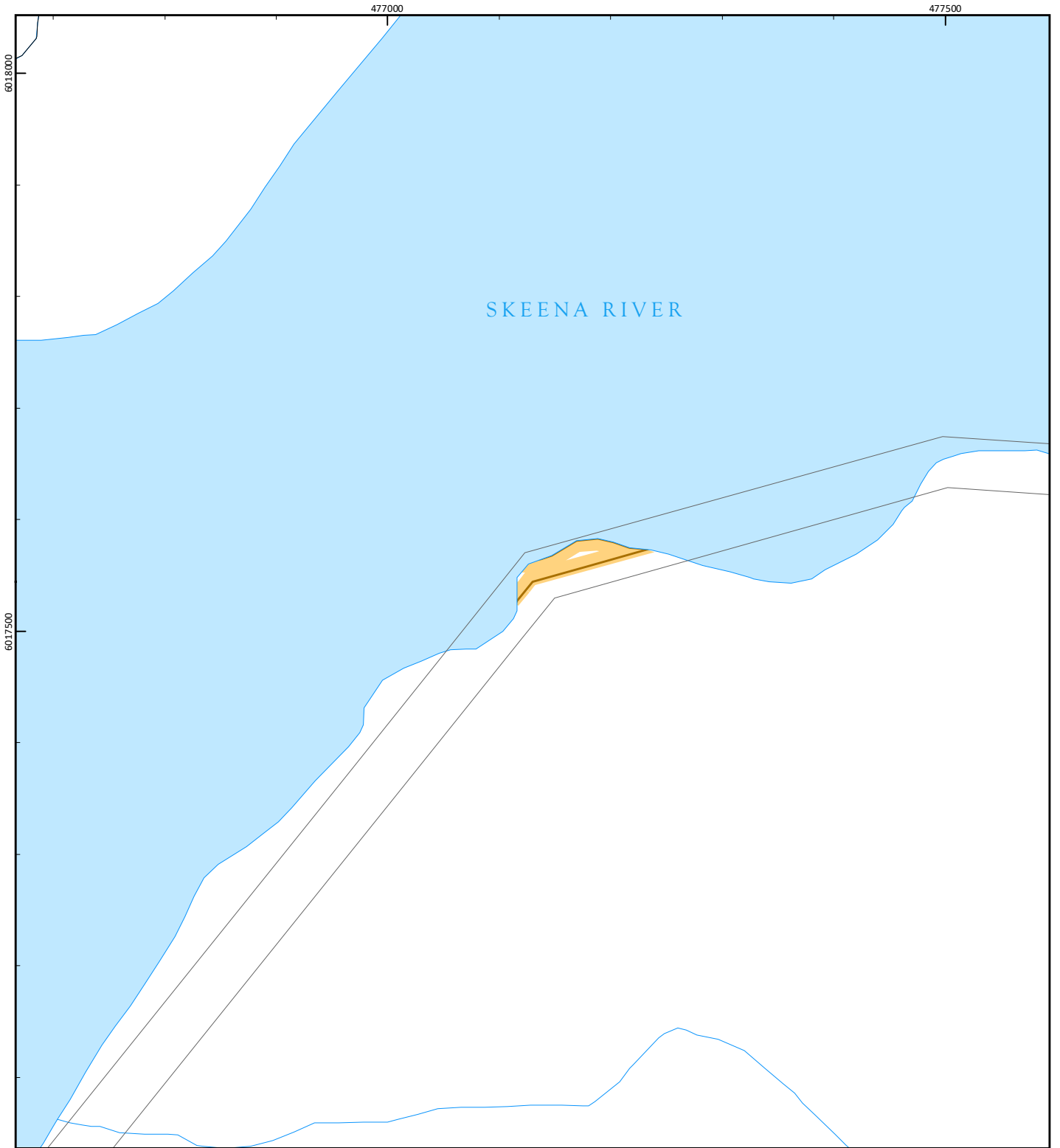
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

POINT OF COMMENCEMENT

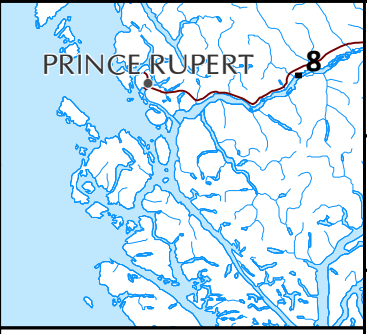
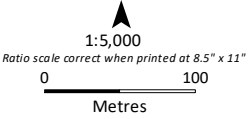


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Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

Appendix E
Kitsumkalum Coastal Site Areas
Feak Point
Map 7 of 19



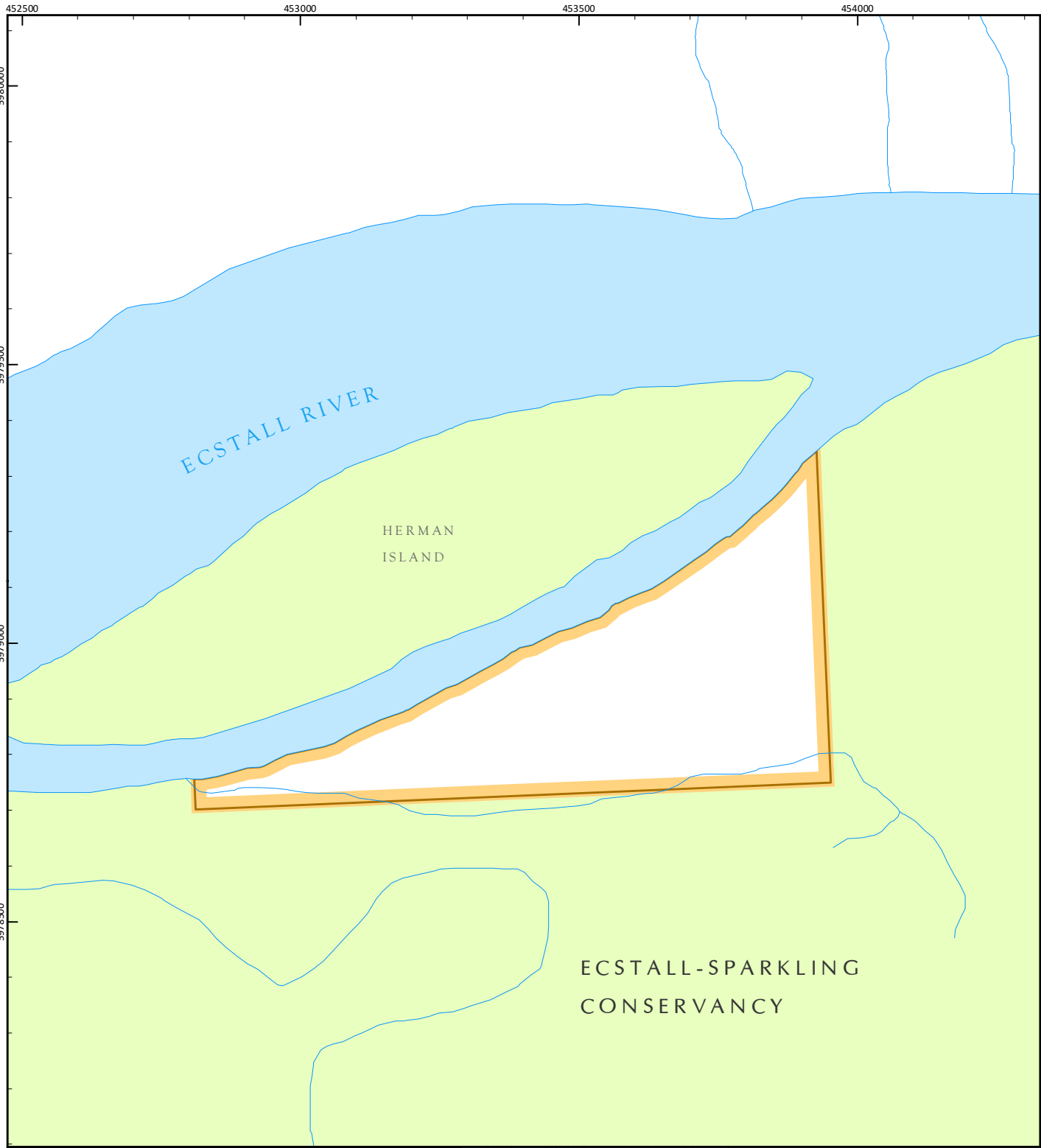
-  Kitsumkalum Coastal Site Areas
-  Survey parcel
-  Park or protected area






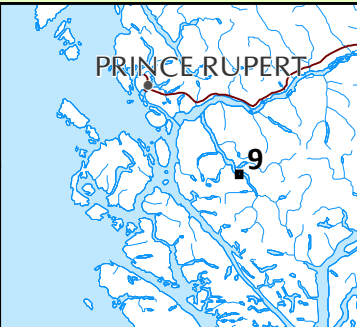
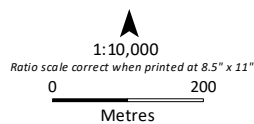
Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

POINT OF COMMENCEMENT

Appendix E
 Kitsumkalum Coastal Site Areas
 Ts'iwaan Laup
 Map 8 of 19



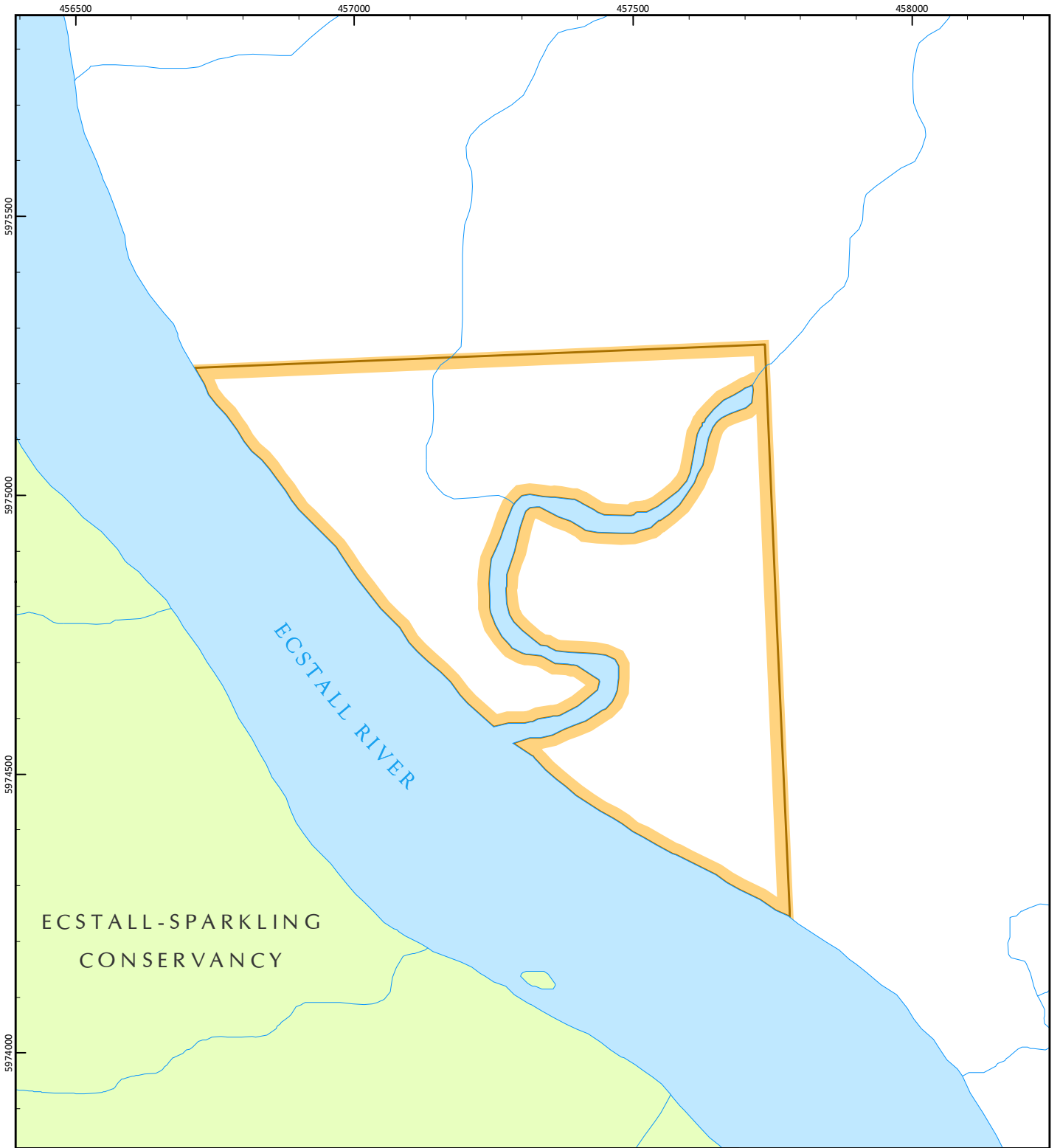
-  Kitsumkalum Coastal Site Areas
-  Survey parcel
-  Park or protected area






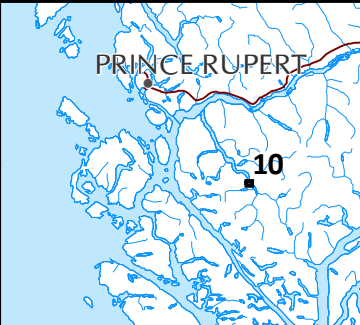
Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

POINT OF COMMENCEMENT

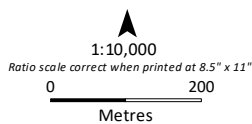
Appendix E
 Kitsumkalum Coastal Site Areas
 Ecstall River Flats
 Map 9 of 19



-  Kitsumkalum Coastal Site Areas
-  Survey parcel
-  Park or protected area

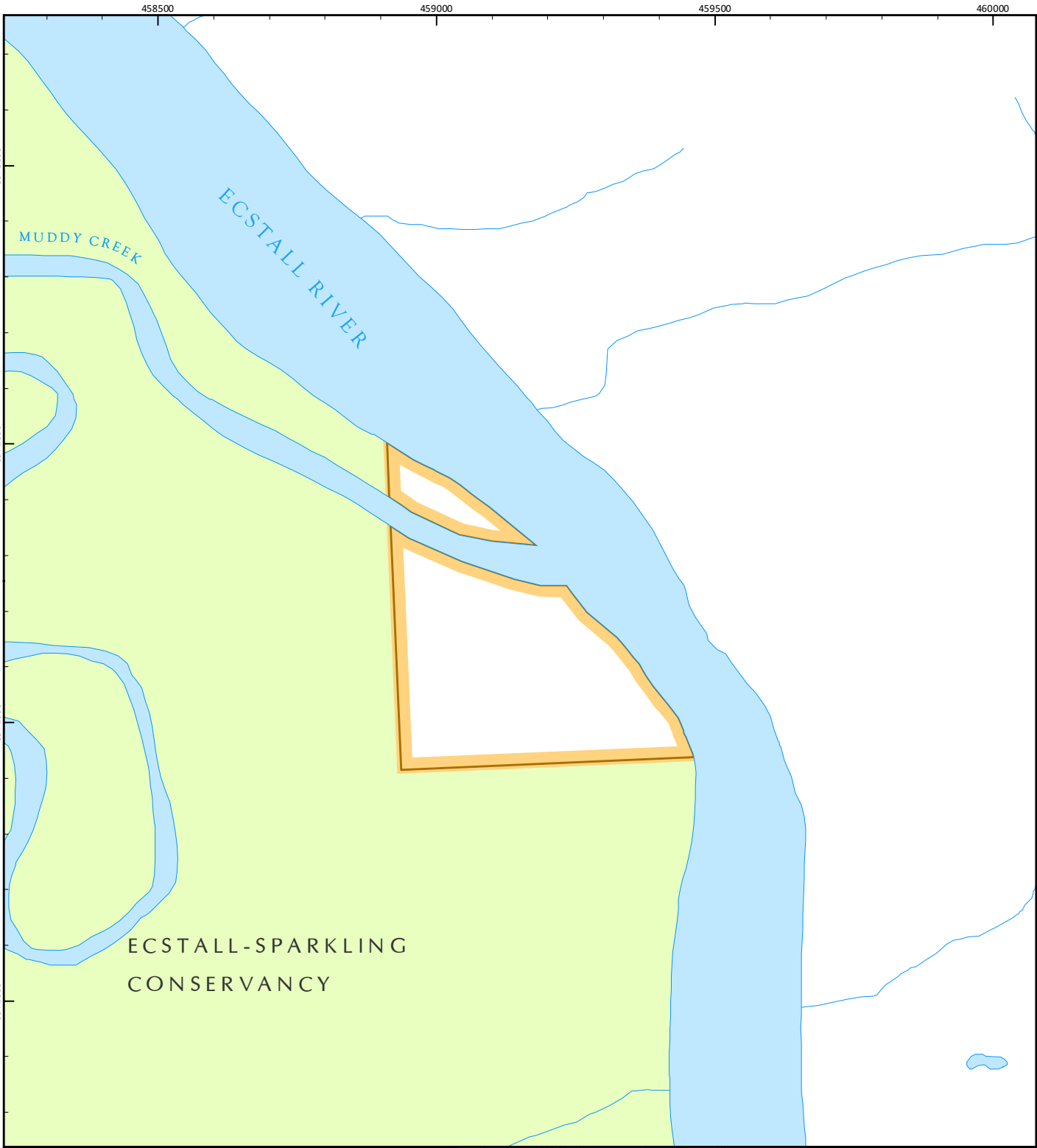


POINT OF COMMENCEMENT






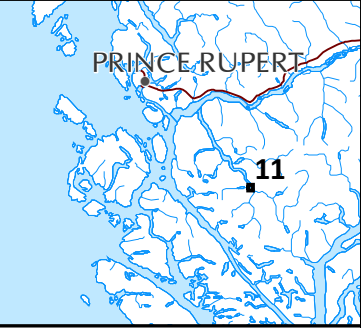
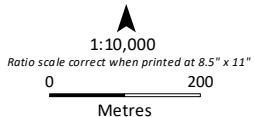
Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

Appendix E
 Kitsumkalum Coastal Site Areas
 Lockerby Creek
 Map 10 of 19



ECSTALL-SPARKLING
CONSERVANCY

-  Kitsumkalum Coastal Site Areas
-  Survey parcel
-  Park or protected area



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

POINT OF COMMENCEMENT

Appendix E
 Kitsumkalum Coastal Site Areas
 Muddy Creek
 Map 11 of 19

423000

423500

424000

5983500

5983000

5982500

5982000




KENNEDY ISLAND

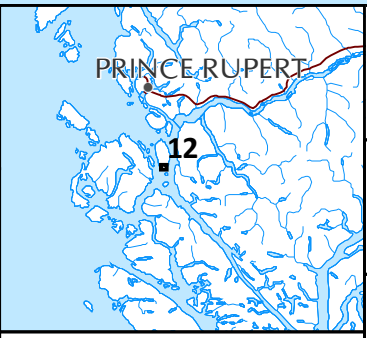
KENNEDY ISLAND CONSERVANCY

Sec 4Bk 1

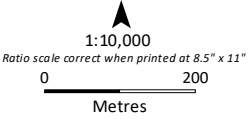
CARDENA BAY

SEABREEZE POINT

-  Kitsumkalum Coastal Site Areas
-  Survey parcel
-  Park or protected area






POINT OF COMMENCEMENT

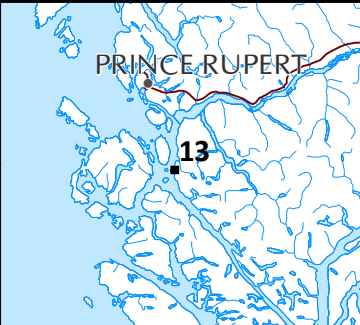


Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

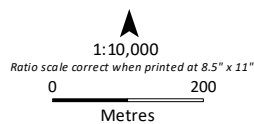
Appendix E
 Kitsumkalum Coastal Site Areas
 Kennedy Island
 Map 12 of 19



-  Kitsumkalum Coastal Site Areas
-  Survey parcel
-  Park or protected area






POINT OF COMMENCEMENT

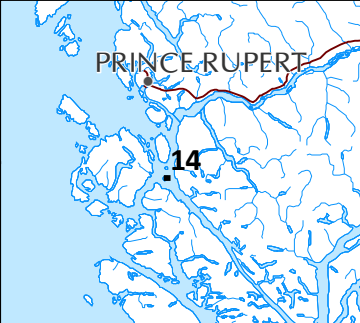
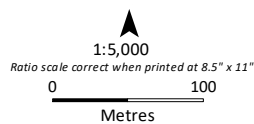


Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

Appendix E
 Kitsumkalum Coastal Site Areas
 Mud Bay
 Map 13 of 19



-  Kitsumkalum Coastal Site Areas
-  Survey parcel
-  Park or protected area

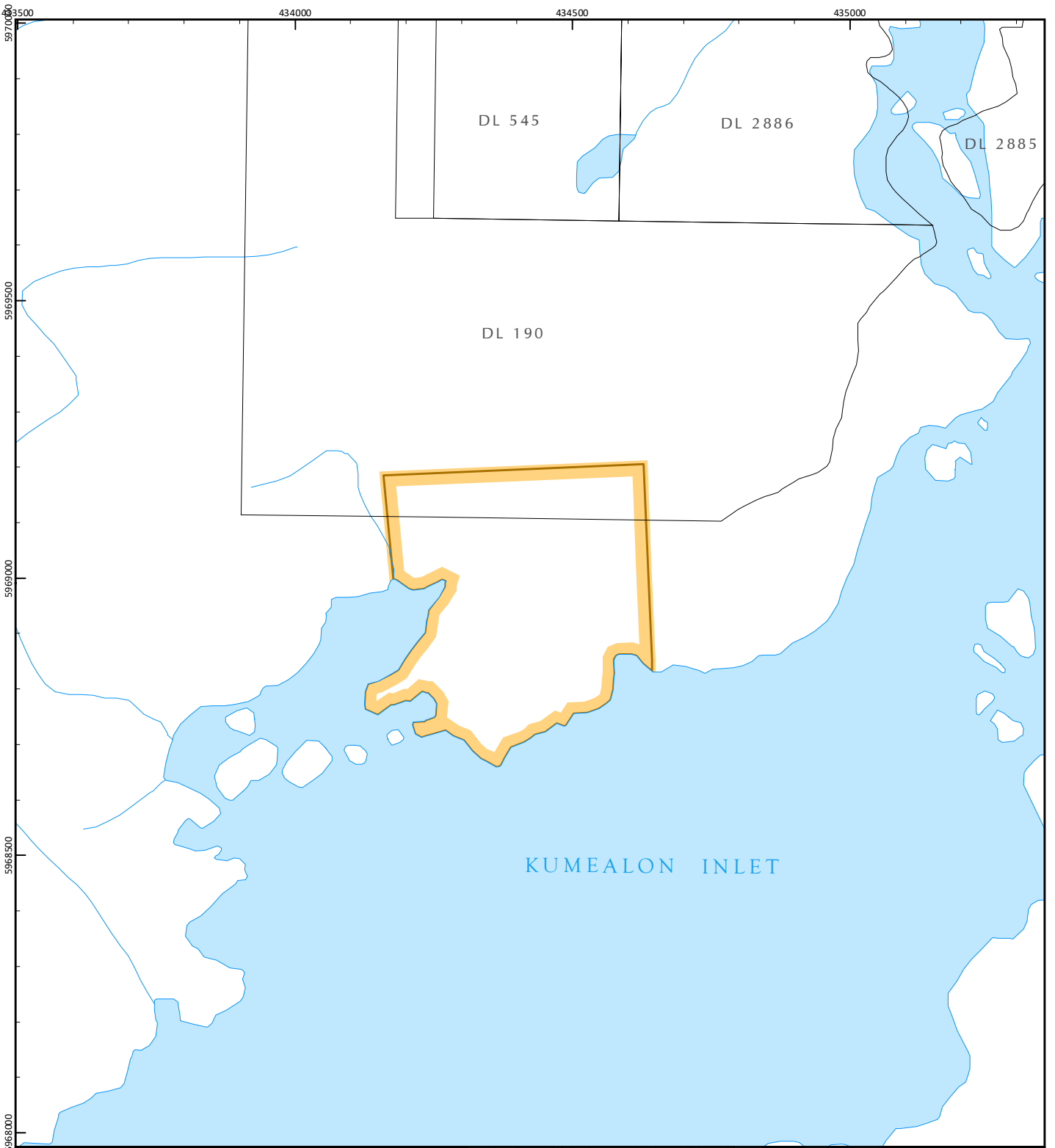


Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

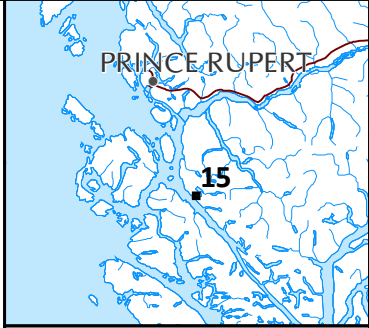
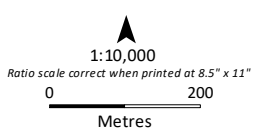
POINT OF COMMENCEMENT

Appendix E
 Kitsumkalum Coastal Site Areas
 Gibson Island & Bloxam Island

Map 14 of 19



- Kitsumkalum Coastal Site Areas
- Survey parcel
- Park or protected area






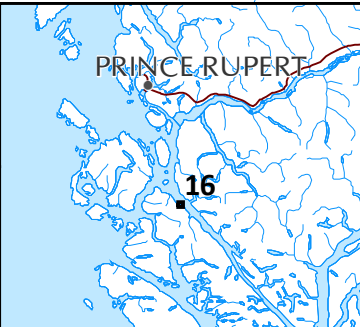
Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

POINT OF COMMENCEMENT

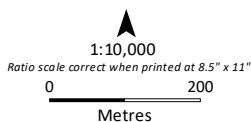
Appendix E
Kitsumkalum Coastal Site Areas
Kumealon
Map 15 of 19



-  Kitsumkalum Coastal Site Areas
-  Survey parcel
-  Park or protected area



POINT OF COMMENCEMENT



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

Appendix E
 Kitsumkalum Coastal Site Areas
 Stuart Anchorage
 Map 16 of 19

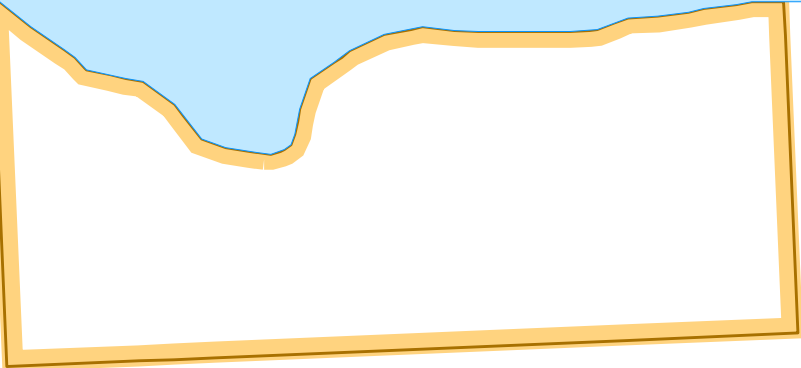
437500

438000

5963500

5963000

BAKER INLET



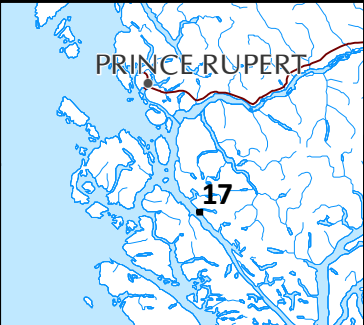
Kitsumkalum Coastal Site Areas



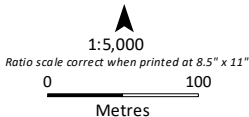
Survey parcel



Park or protected area



POINT OF COMMENCEMENT



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Range 5 Coast
 Projection: NAD 1983 UTM Zone 9N

Appendix E
 Kitsumkalum Coastal Site Areas
 Baker Inlet
 Map 17 of 19

433500

434000

5963100

5962500

PA-AAT
CONSERVANCY

IR 6 PA-AAT

PA-AAT RIVER

PITT ISLAND



Kitsumkalum Coastal Site Areas



Survey parcel



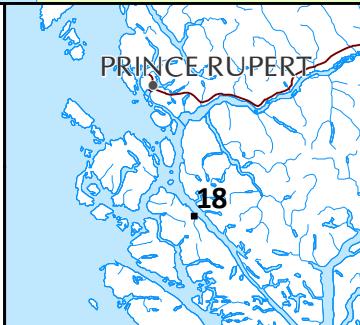
Park or protected area

1:5,000

Ratio scale correct when printed at 8.5" x 11"

0 100

Metres



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

POINT OF COMMENCEMENT

Appendix E
Kitsumkalum Coastal Site Areas
Salmon River
Map 18 of 19

449500

450000

450500

5948000

5947500

5947000

5946500

MORNING POINT

NABANNAH BAY

EVENING POINT

GRENVILLE CHANNEL

Barrier Rock



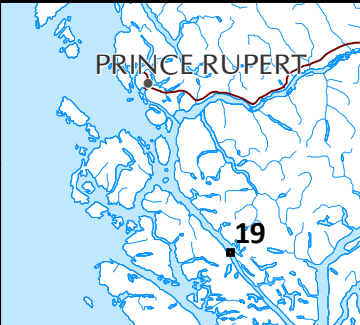
Kitsumkalum Coastal Site Areas



Survey parcel



Park or protected area



PRINCE RUPERT

19

POINT OF COMMENCEMENT



1:10,000

Ratio scale correct when printed at 8.5" x 11"

0 200

Metres

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Range 5 Coast
Projection: NAD 1983 UTM Zone 9N

Appendix E
Kitsumkalum Coastal Site Areas
Klewnuggit
Map 19 of 19

Appendix F Fee Simple Lands Subject to Acquisition and Addition and Potential Lands

Fee Simple Lands Subject to Acquisition and Addition**Part 1: Map of Fee Simple Lands at Port Essington****Potential Lands****Part 2: Map of Miller Bay West Parcel****Part 3: Legal Description of Skeena Sawmill Lands****Part 4: Map of Sand Lake Parcel****Part 5: Legal Descriptions of Pre-Approved Fee Simple Addition Lands**

Note: The Parties will update the Appendices before the Effective Date.

Appendix F Fee Simple Lands Subject to Acquisition and Addition and Potential Lands

Part 1: Map of Fee Simple Lands at Port Essington

Note: The Parties will update the Appendices before the Effective Date.

436500

437000

6001500

6001000

SKEENA RIVER

DL 7392

PORT ESSINGTON RD

PORT ESSINGTON

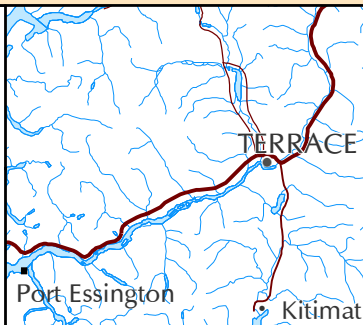
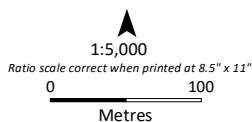
ECSTALL-SPOKSUUT
CONSERVANCY

Lot 3, Bk &, Plan PRP537
Lot 4, Bk &, Plan PRP537

DL 45

DL 46

- Other Port Essington Lands
- Kitsumkalum Lands
- Survey parcel
- Park or protected area
- Paved road
- Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District:
Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
Not required

**Appendix F, Part 1
Kitsumkalum Fee Simple Lands
at Port Essington**

Appendix F Fee Simple Lands Subject to Acquisition and Addition and Potential Lands

Potential Lands

Part 2: Map of Miller Bay West Parcel

Note: The Parties will update the Appendices before the Effective Date.

416500

417000

417500

418000

6014000

6013500

6013000

6012500

KAIEN CREEK

16

MILLER BAY

KAIEN ISLAND

CITY OF PRINCE RUPERT

DL 251

DL 264

DL 265





DL 2043

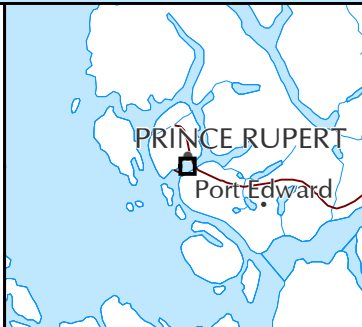
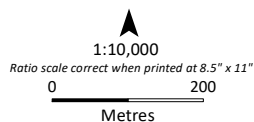
DL 7752

WAINWRIGHT BASIN

PORT EDWARD

DL 449

-  Kitsumkalum Potential Lands
-  Survey parcel
-  Paved road
-  Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District:
Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
Not required

Appendix F, Part 2
Kitsumkalum Potential Lands
Miller Bay West

Appendix F Fee Simple Lands Subject to Acquisition and Addition and Potential Lands

Potential Lands
Part 3: Legal Description of Skeena Sawmill Lands

Note: The Parties will update the Appendices before the Effective Date.

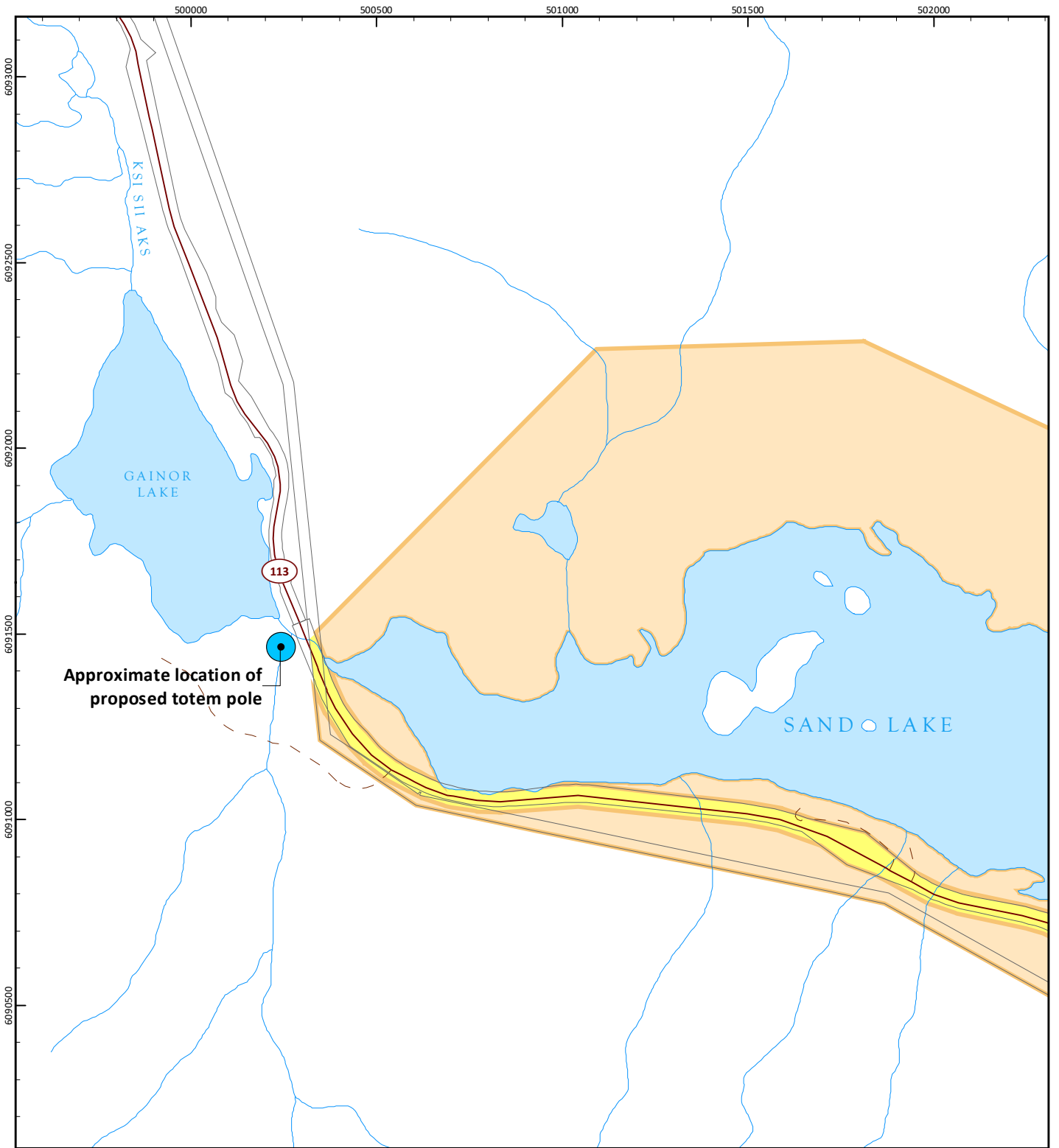
Legal Description	PID
Lot A, District Lots 616 and 1745, Range 5, Coast District Plan EPP78423	030-631-700
Lot B, District Lot 616, Range 5, Coast District Plan 3986	011-691-051
Lot 3, District Lot 616, Range 5, Coast District Plan 3700	011-768-398
Lot A, District Lot 616, Range 5, Coast District Plan 3986, except plan PRP47978	011-691-042
District Lot 1398, Range 5, Coast District except plan 11735	009-426-833

Appendix F Fee Simple Lands Subject to Acquisition and Addition and Potential Lands

Potential Lands

Part 4: Map of Sand Lake Parcel





Note: The Parties will update the Appendices before the Effective Date.





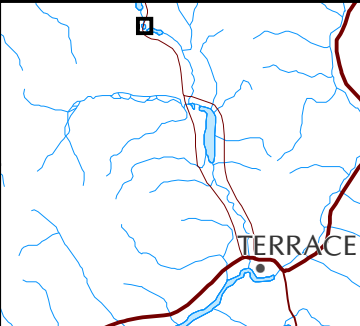
Approximate location of proposed totem pole

SAND LAKE

113

	Kitsumkalum Lands
	Crown Corridor
	Survey parcel
	Paved road
	Unpaved road


 1:15,000
Ratio scale correct when printed at 8.5" x 11"

 0 300
 Metres



TERRACE

Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District:
 Projection: NAD 1983 UTM Zone 9N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted.

POINT OF COMMENCEMENT
Not required

Appendix F, Part 4
Kitsumkalum Potential Lands
Proposed Totem Pole Location at Sand Lake

Appendix F Fee Simple Lands Subject to Acquisition and Addition and Potential Lands

Part 5: Legal Descriptions of Pre-Approved Fee Simple Addition Lands

Note: The Parties will update the Appendices before the Effective Date.

Parcel Name	Legal Description	PID	General Location
Community Expansion Lands	Block A, District Lot 8122, Range 5, Coast District	029-355-567	Appendix B-4 Part 2, Map 1
	Block A, District Lot 8123, Range 5, Coast District	029-355-575	Appendix B-4 Part 2, Map 2
Old Mill Site	District Lot 1298, Range 5, Coast District	004-404-092	Appendix B-4 Part 2, Map 2
Boat Ramp at Billabong	All that part of the Kitsumkaylum Indian Reserve No. 1 Range 5, Coast District on plan 1174 except plan BCP49393	016-174-968	Appendix B-4 Part 2, Map 2
Billabong	Lot 1, District Lot 1705, Range 5, Coast District Plan PRP44919, except plan PRP44927 and Lot A District Lot 1705 Range 5 Coast District Plan PRP44927	024-644-064 024-644-552	Appendix B-4 Part 2, Map 2
	District Lot 8167, Range 5, Coast District	PIN: 90177948	Appendix B-4 Part 2, Map 2
	District Lot 8166, Range 5, Coast District	PIN: 90177032	Appendix B-4 Part 2, Map 2
Kasiks	Lot 1, District Lots 4803 and 532, Range 5, Coast District Plan EPP2052	028-270-291	Appendix B-4 Part 2, Map 3
Port Essington	District Lot 46, Range 5, Coast District	014-958-287	Appendix B-4 Part 2, Map 4
Port Essington	District Lot 49, Range 5, Coast District	005-447-194	Appendix B-4 Part 2, Map 4
United Church Property	Lot A, District Lot 45, Range 5, Coast District Plan EPP135951	032-233-183	Appendix B-4 Part 2, Map 4

Appendix G Interests on Kitsumkalum Lands

Note: The Parties will update the Appendices before the Effective Date.

Appendix G-1 Interests on Former Kitsumkalum Indian Reserves to be Replaced on the Effective Date

Part 1: Certificates of Possession and Other Interests Under the *Indian Act* or *Kitsumkalum Land Code*

Part 2: Public Utility Works

Part 3: Other Interests

Appendix G-2 Interests on Former Provincial Crown Lands to be Replaced on the Effective Date

Part 1: Public Utility Works - Transmission

Part 2: Public Utility Works – Distribution Telecommunications

Part 3: Permits to Occupy Kitsumkalum Land Associated with Water Licenses

Part 4: Grants of Private Road Easement

Part 5: Resource Road Use Permits

Part 6: Other Interests

Appendix G-3 Interests to be Created by Kitsumkalum on the Effective Date

Part 1: Public Utility Works - Distribution and Ancillary Rights

Part 2: Trapline Cabins

Part 3: Ministry of Transportation and Infrastructure Gravel Pits

Part 4: Ministry of Forests Inventory Ground Plots

Part 5: Ministry of Forests Forest Research Plots

Part 6: Mt Remo Backcountry Society Access Trail and Cabins

Part 7: Forest Service Road

Part 8: Airport Beacon Lease

Appendix G-4 Applicable Forms of Document for Granting Interests Listed in Appendices G-1, G-2 and G-3

Part 1: Applicable Forms of Documents for Interests on Former Kitsumkalum Indian Reserves Listed in Appendix G-1

Part 2: Applicable Forms of Documents for Interests on Former Provincial Crown Land Listed in Appendices G-2

Document 1. Transmission Statutory Right of Way Agreement

Document 2. Licence of Occupation for Telecommunications Sites

Document 3. Permit to Occupy Kitsumkalum Lands

Document 4. Private Road Easement

Document 5. Private Road Easement with Powerline

Document 6. Resource Road Use Permit

Document 7. Licence of Occupation for Commercial Quarrying

Document 8. Lease for Sawmill

Document 9. Licence of Occupation for Heli Skiing

Document 10. Licence of Occupation for Roadway

Part 3: Applicable Forms of Documents for Interests to be Created Listed in Appendices G-3

Document 1. Licence of Occupation for Trapline Cabin

Document 2. Gravel Pits Statutory Right of Way

Document 3. Licence of Occupation for Forest Research Plots

Document 4. Licence of Occupation for Trail Access and Cabins

Document 5. Statutory Right of Way for Forest Service Road

Document 6. Ancillary Rights Statutory Right of Way Agreement

Part 4: Applicable Forms of Documents for Interests that Cross Both Former Kitsumkalum Indian Reserves and Former Provincial Crown Land

Document 1. Right of Way for Electrical Distribution and Telecommunication Works

Document 2. Airport Beacon Lease

Appendix G-5 Interests on Former Provincial Crown Land to Continue in Accordance with Provincial Law

Part 1: Subsurface Tenures Issued Under the *Mineral Tenure Act*

Part 2: Water Rights Under the *Water Sustainability Act*

Part 3: Guide Outfitter Certificates Issued Under the *Wildlife Act*

Part 4: Traplines Issued Under the *Wildlife Act*

Appendix G-6 Interests on Former Private Fee Simple Lands

Appendix G-1 Interests on Former Kitsumkalum Indian Reserves to be Replaced on the Effective Date

Part 1: Certificates of Possession and Other Interests under the *Indian Act* or *Kitsumkalum Land Code*

Note: The Parties will update the Appendices before the Effective Date.

Parcel Description and FNLRS PIN³	Interest Holder	Interest	Location
Lot 1 CLSR 70907 PIN: 900028530	BOHN, Heather Ashley	Certificate of Possession	Kitsumkaylum 1
Lot 2 CLSR 70907 PIN: 902015352	WILLIAMS, Lloyd Kenneth	Certificate of Possession	Kitsumkaylum 1
Lot 3 CLSR 70907 PIN: 903023967	HOY, Melodie Patricia	Certificate of Possession	Kitsumkaylum 1
Lot 4 CLSR 70907 PIN: 903030566	DAVIS, Janice Dorothy BRYANT, Emily Elizabeth as joint tenants	Allotment	Kitsumkaylum 1
Lot 5 CLSR 70907 PIN: 903017802	Estate of WEBB, Betty Donna	Certificate of Possession	Kitsumkaylum 1
Lot 6 CLSR 70907 PIN: 900028555	WESLEY, Frederick Ronald	Certificate of Possession	Kitsumkaylum 1
Lot 7 CLSR 70907 PIN: 903017696	MCCARTHY, Murray Johnson	Allotment	Kitsumkaylum 1

³ First Nation Land Registry System Parcel Identification Number

“Certificate of Possession” is an interest registered under the Indian Act

“Allotment” is an interest registered under Kitsumkalum Land Code

“Allotment*” is an interest registered under Kitsumkalum Land Code that originated as a NETI (No Evidence of Title Issued)

Parcel Description and FNLRs PIN³	Interest Holder	Interest	Location
Lot 8 CLSR 70907 PIN: 900028563	WESLEY, Ronald Dick WESLEY, Sandra Ellen as joint tenants	Certificate of Possession	Kitsumkaylum 1
Lot 9 CLSR 70907 PIN: 900028571	BOLTON, Warren Kent	Allotment	Kitsumkaylum 1
Lot 10 CLSR 70907 PIN: 900028589	WESLEY, Yvonne Nora	Allotment	Kitsumkaylum 1
Lot 12 CLSR 70907 PIN: 900028597	Estate of BOLTON, Harold James	Certificate of Possession	Kitsumkaylum 1
Lot 13 CLSR 70907 PIN: 900028605	BOLTON, William Edward	Certificate of Possession	Kitsumkaylum 1
Lot 14 CLSR 70907 PIN: 900028613	MASON, Irene	Certificate of Possession	Kitsumkaylum 1
Lot 15 CLSR 70907 PIN: 900028621	BOLTON, Lynn Elizabeth (undivided 1/9 interest) BOLTON, David Mark (undivided 1/9 interest) BOLTON, Russell Thomas (undivided 1/9 interest) BOLTON, Gerald Patrick (undivided 1/9 interest) BOLTON, Catherine Frances Emma	Certificate of Possession	Kitsumkaylum 1

³“Certificate of Possession” is an interest registered under the Indian Act

“Allotment” is an interest registered under Kitsumkalum Land Code

“Allotment*” is an interest registered under Kitsumkalum Land Code that originated as a NETI (No Evidence of Title Issued)

Parcel Description and FNLRs PIN³	Interest Holder	Interest	Location
	(undivided 1/9 interest) BOLTON, Malcolm Darrell (undivided 1/9 interest) BOLTON, Sheila Colleen (undivided 1/9 interest) BOLTON, Theresa Emma (undivided 1/9 interest) FRIESEN, Alvina Roberta (undivided 1/9 interest)		
Lot 16 CLSR 70907 PIN: 900028639	ROBERTS, Mildred Selina	Certificate of Possession	Kitsumkaylum 1
Lot 17 CLSR 70907 PIN: 900028647	Estate of SPALDING, Victor James	Certificate of Possession	Kitsumkaylum 1
Lot 44 CLSR 71002 PIN: 903017699	ROBERTS, Steven Wayne	Certificate of Possession	Kitsumkaylum 1
Lot 45 CLSR 71002 PIN: 903017700	SPALDING, Donald Jeffrey	Certificate of Possession	Kitsumkaylum 1
Lot 46 CLSR 71002 PIN: 902015726	BOLAN, Shirley Winnifred BOLAN, William Melvin as joint tenants	Certificate of Possession	Kitsumkaylum 1
Lot 47 CLSR 71002 PIN: 903032923	ROBERTS, Tammy Teressa	Allotment	Kitsumkaylum 1

³“Certificate of Possession” is an interest registered under the Indian Act

“Allotment” is an interest registered under Kitsumkalum Land Code

“Allotment*” is an interest registered under Kitsumkalum Land Code that originated as a NETI (No Evidence of Title Issued)

Parcel Description and FNLRS PIN³	Interest Holder	Interest	Location
Lot 48 CLSR 71002 PIN: 902015725	LOCKERBY, Reynold Melvin	Certificate of Possession	Kitsumkaylum 1
Lot 49 CLSR 71002 PIN: 903017701	Estate of MUNROE, Christine Dianna	Certificate of Possession	Kitsumkaylum 1
Lot 50 CLSR 71002 PIN: 902015353	SPALDING, Arlene Phyllis SPALDING, Edward Ronald Victor as joint tenants	Certificate of Possession	Kitsumkaylum 1
Lot 51 CLSR 71002 PIN: 903019369	SPALDING, Susan Elizabeth	Certificate of Possession	Kitsumkaylum 1
Lot 52 CLSR 71002 PIN: 902015354	GUNO, Charlotte Mildred	Certificate of Possession	Kitsumkaylum 1
Lot 53 CLSR 71002 PIN: 902015355	CHRISTIANSEN, Sandra Trudine CHRISTIANSEN, William Joseph as joint tenants	Certificate of Possession	Kitsumkaylum 1
Lot 54 CLSR 71002 PIN: 902015351	SAM, Carol Donna SAM, Maurice as joint tenants	Certificate of Possession	Kitsumkaylum 1
Lot 55 RSBC 2447 PIN: 903017472	BOLTON, Gerald Patrick	Certificate of Possession	Kitsumkaylum 1
Lot 56 RSBC 2447 PIN: 903017473	BOHN, Cynthia Rose BOHN, David Peter as joint tenants	Certificate of Possession	Kitsumkaylum 1
Lot 57 RSBC 2447 PIN: 903030090	BOLTON, Marlene Cassandra	Allotment	Kitsumkaylum 1

³“Certificate of Possession” is an interest registered under the Indian Act

“Allotment” is an interest registered under Kitsumkalum Land Code

“Allotment**” is an interest registered under Kitsumkalum Land Code that originated as a NETI (No Evidence of Title Issued)

Parcel Description and FNLRs PIN³	Interest Holder	Interest	Location
Lot 58 RSBC 2447 PIN: 903017695	MILLER, Laura Elizabeth	Certificate of Possession	Kitsumkaylum 1
Lot 59 RSBC 2447 PIN: 903017474	ROBINSON, Sterling Kelly (undivided 1/2 interest) ROBINSON, Geraldine Gale (undivided 1/2 interest)	Certificate of Possession	Kitsumkaylum 1
Lot 60 RSBC 2447 PIN: 903017475	BOLTON, Shihan Emma	Certificate of Possession	Kitsumkaylum 1
Lot 61 RSBC 2447 PIN: 903017476	GEROW, Stella Josie (undivided 1/2 interest) GEROW, Peter Ernest (undivided 1/2 interest)	Certificate of Possession	Kitsumkaylum 1
Lot 62 RSBC 2447 PIN: 903019037	ROBINSON, Janice Pearl	Certificate of Possession	Kitsumkaylum 1
Lot 63 RSBC 2447 PIN: 903017477	BOLTON, Russell Thomas	Certificate of Possession	Kitsumkaylum 1
Lot 64 RSBC 2447 PIN: 903017478	BOLTON, Lynn Elizabeth	Certificate of Possession	Kitsumkaylum 1
Lot 65 RSBC 2447 PIN: 903017479	Estate of MILLER, Wallace Henry	Certificate of Possession	Kitsumkaylum 1

³“Certificate of Possession” is an interest registered under the Indian Act

“Allotment” is an interest registered under Kitsumkalum Land Code

“Allotment*” is an interest registered under Kitsumkalum Land Code that originated as a NETI (No Evidence of Title Issued)

Parcel Description and FNLRs PIN³	Interest Holder	Interest	Location
Lot 66 RSBC 2447 PIN: 903017480	Estate of TREMBLAY, Elizabeth Janice (undivided 1/2 interest) Estate of CHRISTIANSEN, Erick (undivided 1/2 interest)	Certificate of Possession	Kitsumkaylum 1
Lot 68 RSBC 2447 PIN: 903017481	ROBERTS, Crystal Gail (undivided 1/2 interest) BOLTON, Allan Lawrence (undivided 1/2 interest)	Certificate of Possession	Kitsumkaylum 1
Lot 69 RSBC 2447 PIN: 903017482	ROBINSON, Wayne Arnold	Certificate of Possession	Kitsumkaylum 1
Lot 70 RSBC 2447 PIN: 903021649	BOLTON, Bernice Lily Glory	Certificate of Possession	Kitsumkaylum 1
Lot 71 RSBC 2447 PIN: 903017483	SAMSON, Lillian Mae	Certificate of Possession	Kitsumkaylum 1
Lot 73 RSBC 2447 PIN: 903017484	BOLTON, Wayne Herbert	Certificate of Possession	Kitsumkaylum 1
Lot 74 RSBC 2447 PIN: 903017485	HORNER, Vernon Herbert	Certificate of Possession	Kitsumkaylum 1
Lot 75 RSBC 2447 PIN: 903017486	Estate of LOCKERBY, Samuel Lawrence	Certificate of Possession	Kitsumkaylum 1

³“Certificate of Possession” is an interest registered under the Indian Act

“Allotment” is an interest registered under Kitsumkalum Land Code

“Allotment*” is an interest registered under Kitsumkalum Land Code that originated as a NETI (No Evidence of Title Issued)

Parcel Description and FNLRs PIN³	Interest Holder	Interest	Location
Lot 76 RSBC 2447 PIN: 903030091	ADAMS, Ivan Ronald ADAMS, Suzanne Louise as joint tenants	Allotment	Kitsumkaylum 1
Lot 79 RSBC 2428 PIN: 902005392	BROWN, Laura Helen	Certificate of Possession	Kitsumkaylum 1
Lot 81 RSBC 2428 PIN: 903019504	PEDEN, Nina Michelle	Certificate of Possession	Kitsumkaylum 1
Lot 82 RSBC 2428 PIN: 903017466	Estate of WESLEY, Richard	Certificate of Possession	Kitsumkaylum 1
Lot 83 RSBC 2428 PIN: 903031316	WING, Christopher Willis	Allotment	Kitsumkaylum 1
Lot 84 RSBC 2428 PIN: 902006481	Estate of KRAUSE, Barbara Marilyn	Certificate of Possession	Kitsumkaylum 1
Lot 85 RSBC 2428 PIN: 903021665	Estate of CHRISTIANSEN, John (undivided 1/2 interest) CHRISTIANSEN, Frances Cecelia (undivided 1/2 interest)	Certificate of Possession	Kitsumkaylum 1
Lot 88 RSBC 2428 PIN: 903021277	HORNER, Dwayne Edward	Certificate of Possession	Kitsumkaylum 1
Lot 91 RSBC 2428 PIN: 903017471	COOLEY, George	Certificate of Possession	Kitsumkaylum 1

³“Certificate of Possession” is an interest registered under the Indian Act

“Allotment” is an interest registered under Kitsumkalum Land Code

“Allotment*” is an interest registered under Kitsumkalum Land Code that originated as a NETI (No Evidence of Title Issued)

Parcel Description and FNLRs PIN³	Interest Holder	Interest	Location
Lot 96 RSBC 2428 PIN: 903031314	ADAMS, Mitchell Ivan	Allotment	Kitsumkaylum 1
Lot 98 RSBC 2428 PIN: 903033303	BROWN, Susan Lana	Allotment	Kitsumkaylum 1
Lot 99 RSBC 2428 PIN: 903032523	ROBERTS, Richard Joseph	Allotment	Kitsumkaylum 1
Lot 101 RSBC 2428 PIN: 903019503	BARTLETT, Ronald Martin	Certificate of Possession	Kitsumkaylum 1
Lot 105 RSBC 2388 PIN: 903017468	WESLEY, Steven Joseph	Certificate of Possession	Kitsumkaylum 1
Lot 106 RSBC 2388 PIN: 902015733	ROBERTS, Rena Sophia MILTON, Dawn Roxane as joint tenants	Allotment	Kitsumkaylum 1
Lot 108 RSBC 2388 PIN: 903017469	COLLINS, Diane Elizabeth	Certificate of Possession	Kitsumkaylum 1
Lot 109 RSBC 2388 PIN: 903017467	MUNROE, Michael James Harold	Allotment	Kitsumkaylum 1
Lot 110 RSBC 2388 PIN: 903017470	CHRISTIANSEN, John David	Certificate of Possession	Kitsumkaylum 1
Lot 145 CLSR 97097 PIN: 903029683	BROWN, Kenneth George	Allotment	Kitsumkaylum 1
Lot 155 CLSR 109859 PIN: 903033297	ROBERTS, Donald Terrence	Allotment	Kitsumkaylum 1

³“Certificate of Possession” is an interest registered under the Indian Act

“Allotment” is an interest registered under Kitsumkalum Land Code

“Allotment*” is an interest registered under Kitsumkalum Land Code that originated as a NETI (No Evidence of Title Issued)

Parcel Description and FNLRs PIN³	Interest Holder	Interest	Location
Lot 1 RSBC 1920 PIN: 900034454	BOLTON, Lynn Elizabeth (undivided 1/9 interest) BOLTON, David Mark (undivided 1/9 interest) BOLTON, Gerald Patrick (undivided 1/9 interest) BOLTON, Malcolm Darrell (undivided 1/9 interest) BOLTON, Sheila Colleen (undivided 2/9 interest) BOLTON, Russell Thomas (undivided 1/3 interest)	Certificate of Possession	Zimagord 3
PCL A LS 3151 PIN: 900022954	BOLTON, Jill Stephanie (undivided 1/3 interest) BOLTON, Karen Mary (undivided 1/3 interest) Estate of BOLTON, Lyle Keith (undivided 1/3 interest)	Allotment*	Zimagord 3

³“Certificate of Possession” is an interest registered under the Indian Act

*“Allotment” is an interest registered under Kitsumkalum Land Code

“Allotment” is an interest registered under Kitsumkalum Land Code that originated as a NETI (No Evidence of Title Issued)

Appendix G-1 Interests on Former Kitsumkalum Indian Reserves to be Replaced on the Effective Date

Part 2: Public Utility Works

Note: The Parties will update the Appendices before the Effective Date.

Interest	Interest Holder	Location	FNLRS⁴ Registration Number	Replacement Interest
Permit (transmission and distribution)	British Columbia Hydro and Power Authority	Kitsumkaylum 1	11572	Right of Way for Electrical Distribution and Telecommunication Works
Permit (operation and maintenance)	British Columbia Hydro and Power Authority Telus Communications Inc.	Kitsumkaylum 1	4041314	Right of Way for Electrical Distribution and Telecommunication Works
Permit (access and installation)	City West Cable and Telephone Corp.	Kitsumkaylum 1	4041498	Right of Way for Electrical Distribution and Telecommunication Works
Permit (transmission and distribution)	British Columbia Hydro and Power Authority Telus Communications Inc.	Kitsumkaylum 1	55216	Right of Way for Electrical Distribution and Telecommunication Works

⁴ First Nation Land Registry System

Appendix G-1 Interests on Former Kitsumkalum Indian Reserves to be Replaced on the Effective Date

Part 3: Other Interests

Note: The Parties will update the Appendices before the Effective Date.

Interest	Interest Holder	Location	FNLRS⁵ Registration Number	Replacement Interest
Easement (encroachment)	BOLTON, Marlene	Kitsumkaylum 1 Lot 58	4035335	
Lease	Kalum Logistics Park LP. by its General Partner Kitsumkalum Logistics Park GP Ltd.	Kitsumkaylum 1	4036623	
Sub-Lease ⁶	Clean Harbours Lodging Services LP. by its General Partner Clean Harbours Lodging Services ULC	Kitsumkaylum 1	4036624	
Lease	ADAMS, Mitchell Ivan ADAMS, Diana Lena Wong as joint tenants	Kitsumkaylum 1 Lot 96	4038280	
Lease	BARTLETT, Ronald BARTLETT, Birgitte as joint tenants	Kitsumkaylum 1 Lot 101	4036548	
Permit	Skeena Bioenergy Ltd.	Kitsumkaylum 1	4035341	
Permit	Kalum Quarry Ltd.	Kitsumkaylum 1	6110133 ⁷	

⁵ First Nation Land Registry System

⁶ Sublease of Lease – FNLRS Registration Number 4036623

⁷ Expired permit currently under review for renewal in 2024

Appendix G-2 Interests on Former Provincial Crown Lands to be Replaced on the Effective Date

Part 1: Public Utility Works - Transmission

Note: The Parties will update the Appendices before the Effective Date.

Interest Holder	Purpose	Interest Being Replaced	General Location	Kitsumkalum Replacement Tenure Document
British Columbia Hydro and Power Authority	Transmission line	Right of Way File No. 267725 Document No. 1634	Appendix B-3 Maps 1-7, 10, 14, 16, 18, 20- 22, 24, 26, 31- 32, 43-44	Transmission Statutory Right of Way Agreement
British Columbia Hydro and Power Authority	Transmission line	Right of Way File No. 6408264 Document No. SK924264	Appendix B-3 Maps 3-7, 10, 14, 16, 18, 20- 22, 24, 26, 31- 32, 43-44	Transmission Statutory Right of Way Agreement

Appendix G-2 Interests on Former Provincial Crown Lands to be Replaced on the Effective Date

Part 2: Public Utility Works - Distribution Telecommunications

Note: The Parties will update the Appendices before the Effective Date.

Interest Holder	Purpose	Interest Being Replaced	General Location	Kitsumkalum Replacement Tenure Document
Telus Communications Inc.	Communications site	Licence of Occupation File No. 6404697 Document No. 635117	Appendix B-3 Map 24	Licence of Occupation for Telecommunication Sites

Appendix G-2 Interests on Former Provincial Crown Lands to be Replaced on the Effective Date

Part 3: Permits to Occupy Kitsumkalum Land Associated with Water Licenses

Note: The Parties will update the Appendices before the Effective Date.

Permit to Occupy Crown Land Issued Under the <i>Water Sustainability Act</i>	Appurtenance	Permit to Occupy Crown Land Location	General Location	Kitsumkalum Replacement Tenure Document
PCL 17157	Lot 1, District Lot 4360, Range 5, Coast District, plan 11551, west of Kalum Lake Rd RoW	C072065	Appendix B-3 Maps 28-29	Permit to Occupy Kitsumkalum Land
PCL N/A	Lot 1298, Range 5, Coast District	C050326	Appendix B-3 Map 40	Permit to Occupy Kitsumkalum Land
PCL N/A	District Lot 7523, Range 5, Coast District except any portion of the SRW of the Dominion Telegraph Line having a width of 100 ft which may lie within the boundaries of the said land and except plans 6061 and PRP13021 and PRP13643.	503296	Appendix B-3 Map 15, 17	Permit to Occupy Kitsumkalum Land

Appendix G-2 Interests on Former Provincial Crown Lands to be Replaced on the Effective Date

Part 4: Grants of Private Road Easements

Note: The Parties will update the Appendices before the Effective Date.

Interest Holder	Legal Description	Existing Land Title Parcel Identifier (PID)	General Location	Kitsumkalum Replacement Tenure Document
Progressive Ventures Construction Ltd.	District Lot 1041, Range 5, Coast District	010-349-171	Appendix B-3 Map 3	Private Road Easement with Powerline
To Be Confirmed	District Lot 441, Range 5, Coast District except the right of way of the Dominion Telegraph Line	014-968-291	Appendix B-3 Maps 6-7	Private Road Easement
To Be Confirmed	Block A, District Lot 1035, Range 5, Coast District	028-778-791	Appendix B-3 Map 6	Private Road Easement
COBBS, Jefferey Anothony COBBS, Deborah Anne	District Lot 5119, Range 5, Coast District	015-265-382	Appendix B-3 Maps 10-11	Private Road Easement
CARPINO, Alessandro CARPINO, Gino	The Northeast 1/4 Of District Lot 1420, Range 5, Coast District except plan 11733	009-302-999	Appendix B-3 Maps 20, 22-23	Private Road Easement
NEWMAN, Barbara Melodye	The Northwest 160 acres of District Lot 1420, Range 5, Coast District	009-303-090	Appendix B-3 Maps 20, 22-23	Private Road Easement

Interest Holder	Legal Description	Existing Land Title Parcel Identifier (PID)	General Location	Kitsumkalum Replacement Tenure Document
Roc Holdings Ltd., Inc. No. 876163	District Lot 1398, Range 5, Coast District except plan 11735	009-426-833	Appendix B-3 Map 29	Private Road Easement
EKMAN, Carl O. EKMAN, Roberta C.	District Lot 5848, Range 5, Coast District	015-274-489	Appendix B-3 Maps 29-30	Private Road Easement
RAFUSE, Trudy	Lot 5, District Lot 4360, Range 5, Coast District Plan 11551	004-227-905	Appendix B-3 Maps 29	Private Road Easement
KEAN, Richard	The Northeast 1/4 of the Northwest 1/4 of District Lot 1427, Range 5, Coast District	004-404-467	Appendix B-3 Maps 18, 20-21	Private Road Easement

Appendix G-2 Interests on Former Provincial Crown Lands to be Replaced on the Effective Date

Part 5: Resource Road Use Permits

Note: The Parties will complete this sub-appendix for the Ratification version of the Treaty.

Interest Holder	File Id	Road Description	General Location	Kitsumkalum Replacement Tenure Document
Ministry of Forests	8788 Section 01		Appendix B-3 Maps 5-7	Resource Road Use Permit
Ministry of Forests	8788 Section 02		Appendix B-3 Maps 5-7	Resource Road Use Permit
Ministry of Forests	9258 Section 01		Appendix B-3 Maps 5-6	Resource Road Use Permit
Coast Tsimshian Resources LP.	R01442 Section B		Appendix B-3 Map 17	Resource Road Use Permit
Coast Tsimshian Resources LP.	R01442 Section B-1		Appendix B-3 Map 17	Resource Road Use Permit
Coast Tsimshian Resources LP.	R04082 Section A		Appendix B-3 Maps 32 & 39	Resource Road Use Permit
Coast Tsimshian Resources LP.	R04082 Section B		Appendix B-3 Maps 32-33, 38	Resource Road Use Permit
Coast Tsimshian Resources LP.	R06439 Section A		Appendix B-3 Map 15	Resource Road Use Permit
Coast Tsimshian Resources LP.	R06439 Section A-1		Appendix B-3 Map 15	Resource Road Use Permit
Coast Tsimshian Resources LP.	R06439 Section B		Appendix B-3 Map 15	Resource Road Use Permit
Coast Tsimshian Resources LP.	R06442 Section A		Appendix B-3 Map 12	Resource Road Use Permit
Coast Tsimshian Resources LP.	R06442 Section B		Appendix B-3 Map 12	Resource Road Use Permit
Coast Tsimshian Resources LP.	R06442 Section B-1		Appendix B-3 Map 8	Resource Road Use Permit
Coast Tsimshian Resources LP.	R06442 Section D-1		Appendix B-3 Map 12	Resource Road Use Permit

Interest Holder	File Id	Road Description	General Location	Kitsumkalum Replacement Tenure Document
Coast Tsimshian Resources LP.	R06442 Section D-2		Appendix B-3 Map 12	Resource Road Use Permit
Coast Tsimshian Resources LP.	R06988 Section A		Appendix B-3 Map 32	Resource Road Use Permit
Coast Tsimshian Resources LP.	R06988 Section B		Appendix B-3 Map 32	Resource Road Use Permit
Coast Tsimshian Resources LP.	R06988 Section C		Appendix B-3 Map 32	Resource Road Use Permit
Coast Tsimshian Resources LP.	R06988 Section D		Appendix B-3 Map 32	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07247 Section A		Appendix B-3 Map 23	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07507 Section A		Appendix B-3 Maps 9, 14	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07507 Section B		Appendix B-3 Maps 9,14	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07507 Section D		Appendix B-3 Map 9	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07507 Section D-1		Appendix B-3 Map 9	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07507 Section D-1A		Appendix B-3 Map 9	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07508 Section A		Appendix B-3 Maps 18, 20-21	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07508 Section B		Appendix B-3 Map 18	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07509 Section A		Appendix B-3 Maps 26, 30-31	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07509 Section A-1		Appendix B-3 Map 31	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07509 Section B		Appendix B-3 Map 26	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07509 Section B-1		Appendix B-3 Map 26	Resource Road Use Permit

Interest Holder	File Id	Road Description	General Location	Kitsumkalum Replacement Tenure Document
Coast Tsimshian Resources LP.	R07509 Section B-2		Appendix B-3 Land Map 26, 31	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07509 Section B-2A		Appendix B-3 Map 31	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07509 Section B-2B		Appendix B-3 Map 31	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07509 Section B-2C		Appendix B-3 Map 31	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07522 Section A		Appendix B-3 Map 1	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07523 Section A		Appendix B-3 Map 2	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07523 Section G		Appendix B-3 Map 1	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07524 Section A		Appendix B-3 Map 4	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07524 Section E		Appendix B-3 Maps 7, 9	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07524 Section E-1		Appendix B-3 Map 9	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07525 Section A		Appendix B-3 Map 4	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07530 Section A		Appendix B-3 Map 2	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07530 Section G		Appendix B-3 Map 2	Resource Road Use Permit
Coast Tsimshian Resources LP.	R07531 Section A		Appendix B-3 Maps 4-5	Resource Road Use Permit
Coast Tsimshian Resources LP.	R08682 Section A		Appendix B-3 Map 24	Resource Road Use Permit
Coast Tsimshian Resources LP.	R08865 Section A		Appendix B-3 Map 22	Resource Road Use Permit
Coast Tsimshian Resources LP.	R09023 Section A		Appendix B-3 Map 24, 26	Resource Road Use Permit

Interest Holder	File Id	Road Description	General Location	Kitsumkalum Replacement Tenure Document
Coast Tsimshian Resources LP.	R09023 Section B		Appendix B-3 Maps 24, 26	Resource Road Use Permit
Coast Tsimshian Resources LP.	R09612 Section A		Appendix B-3 Maps 30-32, 39, 40	Resource Road Use Permit
Coast Tsimshian Resources LP.	R09612 Section B		Appendix B-3 Map 31	Resource Road Use Permit
Coast Tsimshian Resources LP.	R10464 Section A		Appendix B-3 Map 16, 18	Resource Road Use Permit
Coast Tsimshian Resources LP.	R10464 Section A2		Appendix B-3 Map 18	Resource Road Use Permit
Coast Tsimshian Resources LP.	R10464 Section B		Appendix B-3 Map 18	Resource Road Use Permit
Coast Tsimshian Resources LP.	R10464 Section B-1		Appendix B-3 Map 18	Resource Road Use Permit
Coast Tsimshian Resources LP.	R12032 Section A		Appendix B-3 Maps 1-2	Resource Road Use Permit
Hodges	R14879 Section A		Appendix B-3 Map 23	Resource Road Use Permit
Hodges	R07947 Section A		Appendix B-3 Map 27	Resource Road Use Permit
Hodges	R07947 Section B		Appendix B-3 Map 27	Resource Road Use Permit
Kalum Ventures Ltd.	R15273 Section A		Appendix B-3 Map 5	Resource Road Use Permit
Kalum Ventures Ltd.	R15501 Section B		Appendix B-3 Maps 5-6	Resource Road Use Permit
Kalum Ventures Ltd.	R15501 Section C		Appendix B-3 Maps 5-6	Resource Road Use Permit
Kalum Ventures Ltd.	R15501 Section D		Appendix B-3 Maps 5-6	Resource Road Use Permit
Kalum Ventures Ltd.	R15501 Section E		Appendix B-3 Maps 5-6	Resource Road Use Permit
Kalum Ventures Ltd.	R16172 Section A		Appendix B-3 Map 7	Resource Road Use Permit

Interest Holder	File Id	Road Description	General Location	Kitsumkalum Replacement Tenure Document
Kalum Ventures Ltd.	R16172 Section B		Appendix B-3 Map 9	Resource Road Use Permit
Kalum Ventures Ltd.	R16172 Section B-1		Appendix B-3 Map 9	Resource Road Use Permit
Kalum Ventures Ltd.	R16172 Section B-2		Appendix B-3 Map 9	Resource Road Use Permit
Kalum Ventures Ltd.	R16563 Section A		Appendix B-3 Map 2-3	Resource Road Use Permit
Kalum Ventures Ltd.	R16563 Section B		Appendix B-3 Map 2	Resource Road Use Permit
Kalum Ventures Ltd.	R16563 Section C		Appendix B-3 Map 1	Resource Road Use Permit
Kalum Ventures Ltd.	R21715 Section A		Appendix B-3 Maps 9, 14	Resource Road Use Permit
Kalum Ventures Ltd.	R21147 Section B		Appendix B-3 Map 45	Resource Road Use Permit
Kalum Ventures Ltd.	R21546 Section A		Appendix B-3 Map 40	Resource Road Use Permit
Kalum Ventures Ltd.	R21546 Section B		Appendix B-3 Map 32	Resource Road Use Permit
Kalum Ventures Ltd.	R17556 Section A		Appendix B-3 Maps 28-29	Resource Road Use Permit
To be Confirmed	R17654 Section A		Appendix B-3 Map 6-7	Resource Road Use Permit
A & A Trading Ltd.	R18343 Section A		Appendix B-3 Map 29	Resource Road Use Permit
Canada Blossom Forestry Inc.	R18550 Section A		Appendix B-3 Map 5-7	Resource Road Use Permit
Canada Blossom Forestry Inc.	R18550 Section C		Appendix B-3 Map 5-6	Resource Road Use Permit
Canada Blossom Forestry Inc.	R18550 Section D		Appendix B-3 Map 5-6	Resource Road Use Permit

Appendix G-2 Interests on Former Provincial Crown Lands to be Replaced on the Effective Date

Part 6: Other Interests

Note: The Parties will update the Appendices before the Effective Date.

Interest Holder	Purpose	Interest Being Replaced	General Location	Kitsumkalum Replacement Tenure Document
Kalum Quarry Ltd.	Sand and gravel quarry	Licence of Occupation	Appendix B-3 Map 30	Licence of Occupation for Commercial Quarrying
Spring Creek Aggregates	Sand and gravel	Licence of Occupation File No. 6405914 Document No. SK943496	Appendix B-3 Map 29	Licence of Occupation for Commercial Quarrying
JCI Touchwood Sawmills	Light industrial	Lease File No. 6407554 Document No. SK921601	Appendix B-3 Map 29	Lease for Sawmill
Wiebe Contracting	Rock for crushing	Licence of Occupation File No. 6408285 Document No. SK936468	Appendix B-3 Map 29	Licence of Occupation for Commercial Quarrying
True North Heli-Skiing	Commercial Recreation Heli Skiing	Licence of Occupation File No. 6409031 Document No. SK931626	Appendix B-3 Maps 1-10, 13-14, 16, 18, 24, 26, 31-38	Licence of Occupation for Heli Skiing

Interest Holder	Purpose	Interest Being Replaced	General Location	Kitsumkalum Replacement Tenure Document
True North Heli-Skiing	Roadway	Licence of Occupation File No. 6409145 Document No. SK936681	Appendix B-3 Maps 20-21	Licence of Occupation for Roadway
Terrace-Kitimat Airport Society	Airport Beacon	Standard Lease File No. 6406785	Appendix B-3 Maps 32, 41	Airport Beacon Lease

Appendix G-3 Interests to be Created by Kitsumkalum on the Effective Date

Part 1: Public Utility Works – Distribution and Ancillary Rights

Note: The Parties will update the Appendices before the Effective Date.

Interest Holder	Purpose	General Location	Kitsumkalum Tenure Document
British Columbia Hydro and Power Authority	Distribution	Appendix B-3 All Maps	British Columbia Hydro and Power Authority Statutory Right of Way Agreement - Distribution Line
British Columbia Hydro and Power Authority	Ancillary Rights	Appendix B-3 Maps 1-7, 10, 14, 16, 18, 20-22, 24, 26, 31-32, 43-44	Ancillary Rights Statutory Right of Way Agreement
Pacific Northern Gas Ltd.	Natural Gas Distribution Line	Appendix B-2 Map 2 (IR 1)	

Appendix G-3 Interests to be Created by Kitsumkalum on the Effective Date

Part 2: Trapline Cabins

Note: The Parties will update the Appendices before the Effective Date.

Purpose	Interest File No. Document No.	General Location	Kitsumkalum Tenure Document
Trapline Cabin	Reserve/Notation File No. 6402485 Document No. 86794	Appendix B-3 Maps 32-33, 38	Licence of Occupation for Trapline Cabin
Trapline Cabin	Reserve/Notation File No. 6403040 Document No. 886035	Appendix B-3 Map 20	Licence of Occupation for Trapline Cabin

Appendix G-3 Interests to be Created by Kitsumkalum on the Effective Date

Part 3: Ministry of Transportation and Infrastructure Gravel Pits

Note: The Parties will update the Appendices before the Effective Date.

Interest Holder	Purpose	General Location	Kitsumkalum Tenure Document
Ministry of Transportation and Infrastructure	Gravel Pits	Appendix B-3 Maps 2, 7, 12, 29, 44	Gravel Pits Statutory Right of Way

Appendix G-3 Interests to be Created by Kitsumkalum on the Effective Date

Part 4: Ministry of Forests Inventory Ground Plots

Note: The Parties will update the Appendices before the Effective Date.

File No.	General Location	Kitsumkalum Tenure Document
EP1392.29	Appendix B-3 Map 26	Licence of Occupation for Forest Research Plots

Appendix G-3 Interests to be Created by Kitsumkalum on the Effective Date

Part 5: Ministry of Forests Forest Research Plots

Note: The Parties will update the Appendices before the Effective Date

File No.	General Location	Kitsumkalum Tenure Document
64-7-95G	Appendix B-3 Map 29	Licence of Occupation for Forest Research Plots
64-13-34G	Appendix B-3 Map 12	Licence of Occupation for Forest Research Plots
64-13-35G	Appendix B-3 Map 12	Licence of Occupation for Forest Research Plots
64-13-36G	Appendix B-3 Map 12	Licence of Occupation for Forest Research Plots
64-13-33G	Appendix B-3 Map 15	Licence of Occupation for Forest Research Plots
64-11-1G	Appendix B-3 Map 20	Licence of Occupation for Forest Research Plots
64-11-2G	Appendix B-3 Map 20	Licence of Occupation for Forest Research Plots

Appendix G-3 Interests to be Created by Kitsumkalum on the Effective Date

Part 6: Mt Remo Backcountry Society Access Trail and Cabins

Note: The Parties will update the Appendices before the Effective Date

Interest Holder	Purpose	General Location	Kitsumkalum Tenure Document
Mount Remo Backcountry Society	Trail access and cabins	Appendix B-3 Map 38	Licence of Occupation for Trail Access and Cabins

Appendix G-3 Interests to be Created by Kitsumkalum on the Effective Date

Part 7: Forest Service Road

Note: The Parties will update the Appendices before the Effective Date.

Interest Holder	Purpose	General Location	Kitsumkalum Tenure Document
Ministry of Forests	West Kalum Forest Service Road	Appendix B-2 Map 2	Statutory Right of Way for Forest Service Road

Appendix G-3 Interests to be Created by Kitsumkalum on the Effective Date

Part 8: Airport Beacon Lease

Note: The Parties will update the Appendices before the Effective Date

Interest Holder	Purpose	General Location	Kitsumkalum Tenure Document
Terrace-Kitimat Airport Society	Airport Beacon	Appendix B-2 Map 2	Airport Beacon Lease

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G-1, G-2
and G-3**

**Part 1: Applicable Forms of Documents for Interests on Former Kitsumkalum Indian
Reserves Listed in Appendix G-1**

Note: The Parties will complete this sub-appendix for the Ratification version of the Treaty.

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G-1, G-2
and G-3**

**Part 2: Applicable Forms of Documents for Interests on Former Provincial Crown Land
Listed in Appendix G-2**

Note: The Parties will update the Appendices before the Effective Date.

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

**Part 2: Applicable Forms of Documents for Interests on Former Provincial Crown Land
Listed in Appendix G-2**

Document 1. Transmission Statutory Right of Way Agreement

Note: The Parties will update the Appendices before the Effective Date.

TERMS OF INSTRUMENT – PART 2

TRANSMISSION STATUTORY RIGHT OF WAY AGREEMENT

WHEREAS:

- A. Kitsumkalum, Canada and British Columbia have entered into the Kitsumkalum Treaty;
- B. In accordance with the Kitsumkalum Treaty, the Grantor wishes to provide the grants to Hydro with respect to the Right of Way Area as herein provided; and
- C. The statutory rights of way herein granted are necessary for the operation and maintenance of Hydro's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto covenant and agree as follows:

1.0 DEFINITIONS

- 1.1 The following capitalized terms will have the following meanings, respectively, in this Agreement:
 - (a) **“Access Areas”** means roads, lanes, trails, bridges and helicopter landing pads on the Right of Way Area from time to time, including:
 - (i) any roads, lanes, trails, bridges and helicopter pads constructed pursuant to paragraph 2.1(i); and
 - (ii) any related surface, ditching, drainage and road bed;
 - (b) **“Agreement”** means the General Instrument – Part 1, the Terms of Instrument – Part 2, and all schedules attached to either of them;
 - (c) **“Artifact or Feature”** means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;
 - (d) **“Environment”** means the components of air and earth and includes, without limitation:
 - (i) air, lands and water;
 - (ii) all layers of the atmosphere;
 - (iii) all organic and inorganic matter and living organisms; and

- (iv) the interacting natural systems that include the components listed in paragraphs (i), (ii) and (iii) above;
- (e) **“Fish Bearing Stream”** means a body of fresh water, either flowing or still, that is wetted at some or all points of the year that contains or supports fish through some or all parts of their life cycle;
- (f) **“Grantor”** means the transferor in Item 5 of the General Instrument – Part 1;
- (g) **“Hydro”** means the person named as the transferee in Item 6 of the General Instrument – Part 1;
- (h) **“Lands”** means the land described in Item 2 of the General Instrument – Part 1;
- (i) **“Kitsumkalum Treaty”** means the treaty among the Grantor, Canada, and British Columbia;
- (j) **“Right of Way Area”** means the area shown in bold on the Plan prepared by _____ B.C.L.S. and deposited in the Land Title Office under number _____, a reduced copy of which is attached hereto;
- (k) **“Risk or Hazard”** means something existing or threatened, including an emergency, that Hydro, acting reasonably, determines could be or could cause:
 - (i) an interference, disturbance or threat to the Works, including the safety and security of the Works;
 - (ii) a disruption of service from the Works to any customer of Hydro; or
 - (iii) a hazard to persons or property in relation to the Works; and
- (l) **“Works”** means all things and components, using any type of technology from time to time, necessary or convenient for the purposes of distributing and/or transmitting electricity, telecommunications or communications by any method or process whatsoever, including poles, towers, antennae (except for monopole free standing antennae), anchors, guy wires, brackets, cross arms, insulators, foundations, overhead and underground conductors, wires, lines, cables and transformers, underground conduits and pipes, access nodes, cabinets, all ancillary appliances and fittings, reasonably required associated protective installations, and related works such as fencing for safety or security, devices and identifying colours for aircraft warning and utility services for the operation of any of the foregoing.

1.2 With respect to any right or obligation on the part of Hydro under this Agreement, any reference to Hydro includes, to the extent reasonably applicable, its employees, representatives, agents, contractors, sub-contractors, invitees, licensees, and those for whom it is responsible in law. For greater certainty, Hydro remains fully liable for all of

its obligations in this Agreement despite the exercise of any such right by such other persons.

2.0 RIGHTS RELATED TO RIGHT OF WAY AREA

2.1 The Grantor grants to Hydro, for so long as required, the right over the Right of Way Area to:

- (a) excavate for, construct, install, erect, bury, string, abandon, replace, extend, upgrade, operate, inspect, alter, maintain, remove and repair the Works on, over, under, or in the Right of Way Area;
- (b) clear and keep it cleared (including removal or pruning) of any vegetation, including trees;
- (c) conduct vegetation management, which may include the application of herbicides provided Hydro:
 - (i) obtains the written consent of the Grantor, such consent not to be unreasonably withheld; and
 - (ii) does not conduct any aerial application of herbicides;
- (d) clear and keep it cleared of all or any part of any obstruction, improvement or thing;
- (e) ground any structure, installation or thing, by whomsoever owned;
- (f) enter, work, inspect, pass and re-pass for the purposes of this Agreement, with or without vehicles, equipment, machinery and materials;
- (g) maintain, repair, rebuild, and replace any Access Areas, to such extent as may reasonably be required by Hydro for the purposes of this Agreement, provided Hydro gives the Grantor written notice before effecting any material change to an Access Area under this paragraph, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible;
- (h) install, maintain and use gates in any fences that are necessary for access, provided that both the Grantor and Hydro have keys for any lock, or locks are installed in a series to allow for access by both Hydro and the Grantor;
- (i) construct a new Access Area if there are no suitable or available Access Areas, provided Hydro has proceeded in accordance with the requirements of Article 6.0;
- (j) undertake works or other appropriate measures to protect the Works from a Risk or Hazard, subject to first providing written notice to the Grantor except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible; and,

- (k) generally, do all such other acts or things as may reasonably be necessary or incidental to the exercise of Hydro's rights under this Agreement in connection with any of the foregoing, including investigative studies and related work to ensure compliance with applicable government or regulatory requirements in relation to the rights in this Agreement.

3.0 NON-EXCLUSIVE USE

- 3.1 This Agreement will not entitle Hydro to exclusive possession of the Right of Way Area, and the Grantor reserves the right to grant other dispositions of any part of the Right of Way Area affected by this Agreement, so long as the grant does not affect or interfere with the exercise of Hydro's rights under this Agreement.

4.0 COVENANTS OF HYDRO

- 4.1 Hydro will:

- (a) undertake activities permitted under this Agreement having regard to the impact on the Environment, and will take prudent measures to minimize any danger or disruption to the Environment;
- (b) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Hydro which relate to the Works and which Hydro is liable to pay;
- (c) keep the portions of the Right of Way Area used by Hydro under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of the Right of Way Area by Hydro, and on written notice from the Grantor, make safe, clean, and sanitary any portion of the Right of Way Area that contravenes the provisions of this covenant, provided that Hydro has no obligation to keep any portion of the Right of Way Area suitable for use by anyone except Hydro;
- (d) bury and maintain all underground Works as may be required so as not to unduly interfere with the drainage of the Right of Way Area;
- (e) not bury debris or rubbish of any kind on the Right of Way Area in excavations or backfill, and will remove shoring and similar temporary structures as backfilling proceeds;
- (f) if Hydro unearths or discovers any Artifact or Feature on the Lands, and there is no previously agreed upon mitigation or management plan with Kitsumkalum:
 - (i) promptly notify Kitsumkalum;
 - (ii) immediately cease any further activity that could affect the Artifact or Feature;

- (iii) take reasonable measures to protect the Artifact or Feature; and
 - (iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a Kitsumkalum cultural heritage policy;
- (g) not commit any voluntary or permissive waste, spoil or destruction on the Right of Way Area, or do anything thereon that may be or become a nuisance or annoyance to the Grantor, except to the extent required by Hydro, acting reasonably, to exercise its rights under this Agreement;
- (h) provide written notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible, prior to:
- (i) constructing drainage works;
 - (ii) undertaking works to maintain slope stability; or
 - (iii) undertaking work within a Fish Bearing Stream,
- within the Right of Way Area, and, subject to its regulatory obligations, will give reasonable consideration to any concerns raised by the Grantor with respect to the proposed work; and
- (i) **[NTD: A provision regarding a physical reconfiguration of the existing Works within the Right of Way Area that would result in an increase to the transmission line capacity is the subject of continuing discussion]**

4.2 The Grantor may, at its expense, at all reasonable times, visually inspect the Right of Way Area and the Works, or carry out tests, surveys and inspections that do not interfere with the Works. If the Grantor requires access to any part of the Right of Way Area that has been fenced off or enclosed by Hydro, the Grantor will notify Hydro, which will provide such safe access as may be reasonably required by the Grantor.

5.0 RELOCATION OF WORKS DUE TO CHANGE

5.1 If a change occurs to the Right of Way Area, such as erosion, which for any reason makes the continued use of any portion of the Right of Way Area unsuitable for any of the Works, and such portion of the Right of Way Area cannot practicably be repaired or rebuilt, then Hydro will have the right to relocate those Works to a new location on the Lands, provided:

- (a) Hydro delivers a work plan to the Grantor identifying the area it is proposing to use for the relocation of the Works and proceeds in accordance with the requirements of Article 6.0;
- (b) the work plan will take into account any likely material effect of the relocated Works on the Right of Way Area;

- (c) the relocated Works will be subject to the terms and conditions of this Agreement;
- (d) the cost of such relocation will be borne by Hydro; and
- (e) the Grantor gives its approval of the new location after taking into account the cost efficiencies of the location selected by Hydro for the relocated Works, relative to alternative locations.

5.2 After any relocation in accordance with Section 5.1, Hydro will obtain an appropriate plan or survey of the relocated Works by a British Columbia Land Surveyor to identify the new Right of Way Area for the purposes of Section 2.1, and will deliver such plan or survey to the Grantor for its review and approval. The parties will execute and deliver a modification of this Agreement in order to duly incorporate the amended plan or survey.

6.0 WORK PLANS

6.1 Except in the case of an emergency or imminent Risk or Hazard, Hydro will provide to the Grantor a written work plan before:

- (a) constructing a new Access Area pursuant to 2.1(i); or
- (b) undertaking any relocation of any Works pursuant to Article 5.

6.2 The Grantor will provide comments in writing to Hydro no more than 60 days after the delivery of a work plan to the Grantor pursuant to Section 6.1. Hydro will make reasonable efforts to accommodate any suggestions or requests made by the Grantor, taking into account potential impacts to fish bearing streams and archaeological or cultural resources, with the goal of reaching agreement on a work plan within 90 days of delivery of a work plan to the Grantor. If no comments are received, Hydro may proceed with the work.

6.3 The Grantor will act reasonably in providing comments on a work plan, including taking into consideration the effects and benefits of the proposed work, the cost of the proposed work compared to the cost of alternate solutions, and any risks that may be associated with not undertaking the work. Hydro will act reasonably in responding to the comments.

6.4 If the parties are not able to reach agreement on a work plan within 90 days of delivery of a work plan to the Grantor, either party may refer the matter to dispute resolution under Article 14.

6.5 In the event of an emergency or imminent Risk or Hazard, Hydro may immediately undertake work and take such steps on the Right of Way Area as are reasonably required in order to protect the Works or persons or property that may be at risk, and in that event Hydro will as soon as reasonably possible notify the Grantor.

6.6 Hydro will, upon request, pay compensation to the Grantor for any loss or damage to the affected property resulting from any error, negligence or omission in the implementation of the work plan, on the same basis as Hydro would compensate other parties suffering

comparable loss or damage. If Hydro disputes that it has an obligation to pay compensation or disputes the amount claimed, the dispute may be referred to dispute resolution under Article 14 by any of the parties.

7.0 RELOCATION OF WORKS AT THE REQUEST OF THE GRANTOR

7.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, Hydro will relocate any Works in the Right of Way Area to a new location on the Kitsumkalum Treaty lands, provided:

- (a) the new location is, in the reasonable opinion of Hydro, suitable for use for the relocated Works considering engineering feasibility, construction, maintenance and operation, safety, and cost factors;
- (b) the Grantor gives Hydro reasonable notice to permit proper design, planning and construction of the Works to be relocated;
- (c) before relocation, the Grantor has paid the reasonable costs and expenses of the relocation, including costs of design, supervision and construction as estimated by Hydro, with appropriate adjustments based on actuals, after the relocation is complete; and
- (d) the relocated Works will be subject to the terms and conditions of this Agreement.

7.2 After any relocation in accordance with Section 7.1, Hydro will obtain an appropriate plan or survey of the relocated Works by a British Columbia Land Surveyor to identify the new Right of Way Area for the purposes of Section 2.1, and will deliver such plan or survey to the Grantor for its review and approval. Following approval by the Grantor, the parties will execute and deliver a modification of this Agreement in order to duly incorporate the amended plan or survey.

8.0 REMOVAL OF WORKS

8.1 If Hydro determines that it no longer requires all or a portion of the Right of Way Area, then Hydro will, in respect of such Right of Way Area or portion thereof:

- (a) provide notice to the Grantor;
- (b) remove all above ground Works, unless otherwise agreed between the Parties and such other Works as the Parties may agree;
- (c) fix all damage to the Right of Way Area caused by the removal of the Works within a reasonable period of time, including revegetation with suitable grass seed where reasonably appropriate;
- (d) leave the Right of Way Area, or portion thereof that is no longer required, as the case may be:

- (i) in a safe, clean and sanitary condition (as it would be maintained by a prudent owner in occupation), to the extent the condition relates to the use or occupation of the Right of Way Area by Hydro; and
 - (ii) free from all waste, debris, and things owned or left on the Right of Way Area by Hydro (including trade fixtures, inventory, and other personal property), except as otherwise provided in this section; and
- (e) quit peaceably the Right of Way Area, or portion thereof that is no longer required, as the case may be and, where applicable, amend this Agreement to remove the portion no longer required from the Right of Way Area.

8.2 Any Works permitted to remain under subsection 8.1(b) will be absolutely forfeited to and become the property and responsibility of the Grantor. Hydro will remain liable for any environmental damage to the Right of Way Area arising from any other Works that remain on or in the Right of Way Area or portion thereof, except that, if the Grantor uses or authorizes the use of any of such remaining Works for any purpose, Hydro will not be liable for any environmental damage to the Right of Way Area to the extent caused by the Grantor's use or authorized use of the remaining Works.

8.3 This Article will survive the termination of this Agreement.

9.0 COVENANTS OF THE GRANTOR

9.1 The Grantor covenants that:

- (a) Hydro will and may peaceably enjoy and hold its rights under this Agreement without any interruption, disturbance, molestation or hindrance from the Grantor or any other person for whom the Grantor is responsible at law, provided that nothing in this subsection 9.1(a) will limit the Grantor's right of inspection in Section 4.2;
- (b) if the Grantor attempts to enforce against Hydro any by-law, law, regulation, standard or requirement in relation to the Works, or in relation to their respective rights or obligations under this Agreement, that frustrates, or creates an unreasonable delay, condition, limit or impairment of Hydro's authorized use of the Right of Way Area, then the Grantor will indemnify and hold harmless Hydro or TELUS, as the case may be, from and against any resulting additional costs. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof.
- (c) the Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, fill, pile of material, obstruction, equipment, thing or inflammable substance, or plant any vegetation upon the Right of Way Area, if any such action or thing, in the reasonable opinion of Hydro:

- (i) may interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;
 - (ii) may obstruct access to the Works or any part thereof by those authorized by Hydro; or
 - (iii) may by its operation, use, maintenance, or existence create or increase any Risk or Hazard;
- (d) the Grantor will not diminish or increase the ground elevation in the Right of Way Area by any method, including piling any material or creating any excavation, drain, or ditch in the Right of Way Area, unless permission in writing from Hydro has first been received;
- (e) the Grantor will not carry out blasting or aerial logging operations on or near the Right of Way Area without prior written permission from Hydro, not to be unreasonably withheld;
- (f) the Grantor will not use or authorize the use of the portions of the Right of Way Area for the regular, or organized parking of vehicles without the prior written permission from Hydro, not to be unreasonably withheld, provided that nothing in this subsection is intended to prevent safe temporary parking of vehicles;
- (g) the Grantor will not park, or authorize to be parked on the Right of Way Area any vehicle or equipment if the parking of such vehicle does not comply with the requirements of the Canadian Standards Association's Canadian Electrical Code, as may be amended from time to time;
- (h) the Grantor will not use, or authorize the use of the Right of Way Area for fuelling any vehicle or equipment;
- (i) the Grantor will not do or authorize any act or thing that injures or endangers the Works;
- (j) the Grantor will not use or authorize the use of the Right of Way Area for any purpose that would create a Risk or Hazard or would interfere with Hydro's exercise of rights under this Agreement;
- (k) the Grantor will not close an Access Area, or portion thereof, without the consent of Hydro, not to be unreasonably withheld; and
- (l) subject to Section 4.1(b) and except as specifically provided for in this Agreement, the Grantor will not assess any fee, charge, toll, levy or expense on or in connection with the rights herein granted.

10.0 COMPENSATION FOR DAMAGE

10.1 If, contrary to the terms of this Agreement, Hydro or its contractors, damage any structures, buildings, fixtures, improvements, chattels, crops, merchantable timber, livestock, drains, ditches, culverts, fences, or Access Areas, and such damage or contamination is not caused as a result of the Grantor's breach of the terms of this Agreement or the negligence or wilful act of the Grantor or its contractors, agents or permittees or those for whom it is responsible in law, then Hydro will, within a reasonable period of time:

- (a) repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage but will otherwise have no liability or responsibility for any maintenance or repair of Access Areas;
- (b) remediate any other kind of damage or contamination; or
- (c) where it is not practical to repair or remediate, compensate the Grantor, or if appropriate, a person in the affected area who suffers any loss as a result of the damage or contamination, to the extent that such damage or contamination was caused by Hydro.

10.2 Compensation paid to the Grantor for merchantable timber pursuant to section 10.1 will be calculated in accordance with generally accepted principles of timber valuation and on payment, ownership of any timber cut on the Lands under this Agreement will vest in Hydro. At the Grantor's request, the Grantor may retain ownership of any merchantable timber cut on the Lands instead of receiving compensation for the timber.

11.0 OBLIGATION RESPECTING THIRD PARTY CLAIMS

11.1 On written notice and unless prohibited by provincial legislation or its tariff, Hydro will indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings brought against the Grantor by any third party by reason of or arising out of:

- (a) any breach, violation or non-performance by Hydro of its covenants, conditions or obligations under this Agreement; or
- (b) any negligent act or omission on the part of Hydro in relation to its Works,

but only to the extent such matter is found to be the responsibility of Hydro and was not contributed to by:

- (i) the negligence of; or
- (ii) the breach, violation, or non-performance of this Agreement

by, the Grantor or those for whom the Grantor is responsible at law, and not for any matters based on nuisance or the rule in *Rylands v. Fletcher*, unless Hydro was negligent.

12.0 DEFAULTS AND END OF AGREEMENT

- 12.1 The rights granted under this Agreement are for so long as required and will terminate, without compensation to Hydro, when Hydro no longer requires the Right of Way Area for its undertaking and Hydro gives 90 days written notice of termination to the Grantor.
- 12.2 If Hydro fails to perform any of its obligations under this Agreement, the Grantor may deliver a default notice to Hydro. If the default is capable of being cured within 90 days of delivery of the default notice, Hydro will promptly commence to cure the default with all due diligence to completion.
- 12.3 If the default is not reasonably capable of being cured within 90 days of delivery of the default notice, then Hydro will still promptly commence to cure the default with all due diligence to completion. Hydro will, in this case, request the Grantor to approve a further period beyond the 90 days to cure the default.
- 12.4 If Hydro fails to commence and continue with all due diligence to cure the default, then without relieving Hydro of its obligations under this Agreement and without limiting any other right of the Grantor hereunder, the Grantor, after notice to Hydro, may undertake the performance of any necessary work in order to cure the default of Hydro, and the cost of any such work undertaken by the Grantor shall be borne by Hydro. Having commenced such work, the Grantor has no obligation to complete such work.
- 12.5 All remedies of a party, whether existing under this Agreement or at law, may be exercised at the same time. Any action taken for one default does not prevent any action being taken for any other default.
- 12.6 The Grantor has no right to terminate this Agreement for default.

13.0 ACCESS TO THE RIGHT OF WAY AREA AFTER AGREEMENT ENDS

- 13.1 Hydro is entitled to access the Right of Way Area after this Agreement ends at reasonable times and on such reasonable conditions as may be specified by the Grantor, and only to perform any of its obligations that survive the ending of this Agreement.
- 13.2 This Article survives the ending of this Agreement.

14.0 DISPUTE RESOLUTION

- 14.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:
- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
 - (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute and agreed upon by the parties;

- (c) if the dispute is not resolved within 60 days of the notice to mediate under subsection (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia; and
 - (d) if the parties do not commence arbitration within 60 days of the notice to mediate under subsection (b), then any party may refer the matter to a court of competent jurisdiction.
- 14.2 It is not incompatible with this Article for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

15.0 RUNS WITH THE LAND

- 15.1 Subject to Section 15.2, this Agreement runs with and binds the Right of Way Area to the extent necessary to give full force and effect to this Agreement.
- 15.2 The parties acknowledge that the covenant in subsection 9.1(b) relates to the powers of Kitsumkalum as a government. If Kitsumkalum transfers all or any portion of the Right of Way Area:
- (a) it will continue to be bound directly to Hydro in respect of those covenants that involve its governmental powers, notwithstanding the transfer; and
 - (b) the transferee will have no liability in respect of those covenants that can only be exercised by Kitsumkalum as a government.
- 15.3 Hydro will be entitled to enforce the covenant described in Section 15.2 directly against Kitsumkalum without additional consideration and without an amendment to this Agreement.

16.0 NOTICE

- 16.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the address for that party in the General Instrument – Part 1, or to a current email or other electronic address used for such purposes and notified by that party to the other party.
- 16.2 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:
- (a) if it was delivered personally, by courier, or by email, on the next business day; or
 - (b) if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

- 16.3 A party may change their address, and specify an email address by which they may be notified, by giving notice to the other parties in accordance with this provision.

17.0 GENERAL

- 17.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act. Wherever consent or permission is required under this Agreement, such consent or permission will not be unreasonably delayed, conditioned or withheld.
- 17.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.
- 17.3 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.
- 17.4 From and after the date of this Agreement, Hydro will not licence or authorize a third party to attach its works to the Works on the Right of Way Area unless the third party has first obtained consent from the Grantor for such attachment and provided a copy of such consent to Hydro.
- 17.5 For greater certainty, a licence granted by Hydro pursuant to section 17.4 will not grant the licensee the right to use or occupy the Right of Way Area, and the third party will be solely responsible for obtaining its own tenure to the Right of Way Area. Hydro will make reasonable efforts to work with the Grantor to address any third party whose works are attached to the Works without the Grantor's permission, but Hydro will have no obligation to remove the works of any third party who has attached its works to the Works, either before or after the date of this Agreement:
- (a) without the required consent from the Grantor; or
 - (b) whose consent has expired or been revoked.
- 17.6 The Grantor may appoint a delegate to provide Hydro with all commentary, authorizations and approvals required pursuant to this Agreement.
- 17.7 Except where this Agreement expressly provides otherwise, nothing in this Agreement will be interpreted or construed to limit or restrict any rights or obligations that Hydro may have under applicable laws.
- 17.8 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that Hydro, as a Public Utility, may have as set out under the Kitsumkalum Treaty.

- 17.9 Except as hereinafter specifically provided Hydro retains ownership for all existing Works and Works that it constructs, places or installs on the Right of Way Area, including any underground Works. The Works shall not form part of the freehold regardless of the degree to which they are affixed or attached to the Right of Way Area, and regardless of any damage that may be caused by their removal. Notwithstanding the foregoing, title will pass to the Grantor for Works that:
- (a) Hydro has abandoned with the consent of the Grantor pursuant to section 8.1; or
 - (b) Hydro has forfeited to the Grantor pursuant to section 8.2.
- 17.10 There are no representations, warranties, terms, conditions, undertakings or collateral agreements, either express or implied, between the parties, other than as expressly set forth in this Agreement and in the Kitsumkalum Treaty, which together supersede all prior understandings, communications and agreements between the parties with respect to the subject matter hereof.
- 17.11 This Agreement may not be modified or amended, nor any provision waived, discharged or terminated, except by an instrument in writing signed by the parties.
- 17.12 The parties agree that Hydro will only pay compensation for interference with or damage to the Lands pursuant to this Agreement as provided under section 6.6 and Article 10.0.

18.0 INTERPRETATION

- 18.1 In this Agreement:
- (a) capitalized terms in this Agreement have the meanings given in Article 1 (Definitions);
 - (b) all attached schedules form an integral part of this Agreement, including any schedule attached to the General Instrument – Part 1;
 - (c) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;
 - (d) a reference to “party” or “parties” in this Agreement is a reference to the Grantor or Hydro, or both, as the context requires;
 - (e) the words “include”, “includes”, and “including”, are to be read as if they are followed by the phrase “without limitation”;
 - (f) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination;

- (g) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender, body politic and a corporation;
- (h) any reference to a statute means that statute and any regulations made under it, all as amended or replaced from time to time; and
- (i) any reference to an Article, Section, subsection, paragraph or subparagraph means the appropriate part of this Agreement, which for ease of reference is illustrated as follows:

1.00 Article;

1.1 Section;

(a) subsection;

(i) paragraph; and

(A) subparagraph.

[ATTACH PLAN]

End of Set

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

**Part 2: Applicable Forms of Documents for Interests on Former Provincial Crown Land
Listed in Appendix G-2**

Document 2. Licence of Occupation for Telecommunication Sites

Note: The Parties will update the Appendices before the Effective Date.

THIS AGREEMENT is dated for reference «DOCUMENT_REFERENCE_DATE».

BETWEEN:

(the “Licensor”)

AND:

(the “Licensee”)

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

“**Agreement**” means this licence of occupation;

“**Artifact or Feature**” means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity

“**Commencement Date**” means _____;

“**Communications Use**” means a communication user category, as that term is defined or used in the current Province of British Columbia’s *Land Act* related pricing policies; [and such other uses as the Parties may agree]

“**Disposition**” means an act of disposal or an instrument by which the act of disposal is effected or evidenced, or by which an interest in land is disposed of or effected, or by which Kitsumkalum divests itself of or creates an interest in land and includes a licence of occupation;

“**Fees**” means the fees set out in Article 3;

“**Hazardous Substances**” means any substance which is hazardous to persons, property or the environment, including without limitation

Without limiting the generality of any other understandings between the Parties with respect to the initialed version of this Agreement, this document will be subject to continuing legal and technical review that may result in substantive changes. This document will be replaced by a version incorporating any such changes in the Ratification Version of the Treaty.

- (a) waste, as that term is defined in the *Environmental Management Act*; and
- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

“Improvements” includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Kitsumkalum Law” means a law made by Kitsumkalum.

“Land” means that part or those parts of the land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule”;

“Management Plan” means the most recent management plan, development plan or investigative plan, prepared by you in a form specified by us, approved by us, signed and dated by the parties;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Site Inventory” means, at any time during the Term, the most recent inventory of the Communications Uses and users on the Land prepared by you in a form acceptable to us and signed and dated by the parties;

“Site Plan” means, at any time during the Term, the most recent drawing containing both plan and cross-sectional views of all the Improvements on the Land, drawn to scale and indicating their dimensions, distance from one another, and distance from the boundaries of the Land, prepared in a form acceptable to us and signed and dated by the parties;

“Term” means the period of time set out in section 2.2;

“Tower Profile” means, at any time during the Term, the most recent cross-sectional drawing of all towers comprising part of the Improvements and all antennas, dishes and other communications equipment on the Land, in which drawing the Communications Uses from the Site Inventory must be cross-referenced to the depiction of the towers,

antennas, dishes or other communications equipment, which drawing has been prepared by you in a form acceptable to us and signed and dated by the parties;

“we”, “us” or “our” refers to the Licensor alone and never refers to the combination of the Licensor and the Licensee: that combination is referred to as “the parties”; and

“you” or “your” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the applicable laws of Kitsumkalum Law or of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall

survive and not be affected by the expiration of the Term or the termination of this Agreement.

- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any Kitsumkalum legislation, regulations, or other enactments or any policy, directive, executive direction or other such guideline of general application.
- 1.14 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any conditions or qualifications that may be set in the Management Plan.
- 1.15 In the event of any conflict between the Management Plan and the terms and conditions of any other part of this Agreement, the terms and conditions of any other part of this Agreement shall prevail.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for «PURPOSE_SPECIFIC» purposes, as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on «COMMENCEMENT_DATE» and terminates on «TERMINATION_DATE» or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

- 3.1 You will pay to us
 - (a) for the first year of the Term, Fees of \$«FEE_AMOUNT», payable in advance on the Commencement Date; and

- (b) for each year during the remainder of the Term, the Fees either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.
- 3.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Fees payable by you under section 3.1(b) for the subsequent year of the Term and we will establish such Fees in accordance with our policies applicable to your use of the Land under this Agreement.
- 3.3 If we do not give notice to you under section 3.2, the Fees payable by you under section 3.1(b) for the year for which notice was not given will be the same as the Fees payable by you for the preceding year of the Term.
- 3.4 If during the period commencing 120 days prior to the last year of the Term and ending on the last day of the Term any use of the Improvements or the antennas, dishes and other communications equipment on the Land commences or ceases in accordance with section 4.5, you will give notice to us of such change in accordance with section 4.5(e) and the parties will adjust the Fees for the last year of the Term by making, on or before the last day of the Term, the payments required between the parties as determined by us in our sole discretion. The phrase “last year of the Term” as used in this section includes, without limitation, the year prior to the date on which this Agreement terminates through any means.

ARTICLE 4 - OBLIGATIONS

- 4.1 You must
- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
 - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way

to Hazardous Substances, the environment and health and safety, and

- (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us;
- (e) not commit any wilful, voluntary, or permissive waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only as permitted in the Management Plan in accordance with the purposes set out in section 2.1;
- (g) not make, construct, place, anchor or affix any Improvements in, on or to the Land except as permitted in the Management Plan and as necessary for the purposes set out in section 2.1;
- (h) within 3 months of a written request from us, provide us with a decommissioning or reclamation plan, in a form acceptable to us, that meets the requirements set out in this agreement, including the Management Plan if applicable;
- (i) not make, construct, place, anchor, or affix any Improvements in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access; despite the foregoing, you will be deemed to not be in breach of this subsection so long as:

- (iii) you are the owner of an upland property adjacent to the Land and your activities on the Land only interfere with riparian rights of access held by you; or
- (iv) each owner of any upland property adjacent to the Land whose rights of riparian access are infringed by your activities undertaken within the Land remains bound by an agreement in which that owner consents to any such infringement.

Any such agreement must be in a form and on terms acceptable to us, including, if we so require that the agreement be in a form appropriate for registration in a Land Title Office against the title of the upland property.

You acknowledge that if any such agreement ceases to be binding on an upland owner or is found to be ineffective or unenforceable for any reason then you remain responsible for complying with this subsection and we may terminate this Agreement in accordance with Article 8 if you fail to satisfy your obligations under this subsection;

- (j) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act* or any similar enactment of Kitsumkalum Law;
- (k) if any claim of lien over the Land is made under the *Builders Lien Act* or any similar enactment of Kitsumkalum Law for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (l) not cut or remove timber on or from the Land without our prior written consent.
- (m) maintain all Improvements on the Land in an adequate state of repair, to our satisfaction;
- (n) not dredge or excavate the Land or deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;
- (o) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another Disposition or in connection with the use of Land apart from this Agreement, unless you obtain our prior written approval;
- (p) at our written request and at your expense, construct fences in the locations on the Land and to the standards required by us within the time specified by us;
- (q) provide the following to us, within 30 days of receiving a request from us for any or all of them,
 - (i) Certificates of Affiliation for any Affiliate using the Land for a Communications Use permitted under section 4.5,
 - (ii) copies of radio licenses (including amendments to them) which relate to a Communications Use of the Land under this Agreement,

- (iii) photographs of the Land and the Improvements that you took during your most recent visit to the Land, and;
- (iv) copies of all subtenure agreements entered into by you which permit other persons, including without limitation Affiliates, to use the Land;
- (r) obtain and maintain in good standing during the Term all permits, permissions, licences, approvals and agreements required in order to use and occupy the Land for the purpose described in Article 2.1 and deliver copies of such to us upon request;
- (s) if any soil is disturbed by you as a result of your construction, use or maintenance of the Improvements, at your expense, restore the surface of the Land to a condition satisfactory to us;
- (t) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey that shows the location of all roads, buildings and other structures owned, placed on, constructed or used by you on the Land within one year of the date of the request;
- (u) take all reasonable precautions to avoid disturbing or damaging any archaeological material, features, or sites found on or under the Land and, upon discovering any archaeological material, features, or sites on or under the Land, you must stop work on or use of the Land so that no disturbance or damage occurs to the material, features, or sites, and immediately notify us;
- (v) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any Artifact or Feature on or under the Land, you must:
 - i. promptly notify Kitsumkalum;
 - ii. immediately cease any further activity that could affect the Artifact or Feature;
 - iii. take reasonable measures to protect the Artifact or Feature; and

comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a Kitsumkalum' cultural heritage policy;

- (w) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (x) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
 - (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful

use of the Land by any other person, and

- (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (y) on, or before the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under a Disposition to an unrelated third party, and
 - (v) unless otherwise specified in the Management Plan, restore the surface of the Land to the condition that the Land was in on the Commencement Date, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,
 - (vi) unless otherwise specified in the Management Plan, restore the surface of the Land to the condition that the Land was in on «RESTORE_SURFACE_DATE», but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,
 - (vii) unless otherwise specified in the Management Plan, restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

- 4.2 Except as permitted under section 4.5 or 4.7, you must not, without our prior written consent
- (a) use or occupy the Land for a purpose other than the [*specifically described uses*] identified in the Management Plan;
 - (b) permit others to use the Land;
 - (c) construct, place, add to, affix or make any material changes to the Improvements other than as depicted or authorized in the Management Plan;
 - (d) locate any [*list specialized equipment not forming part of Improvements*] on the Land other than as depicted in the Management Plan.
- 4.3 We may, in addition to imposing other reasonable requirements as conditions which must be satisfied before we grant our consent under section 4.2 or 7.1, require you to:
- (a) submit to us for approval a proposed Site Plan to replace that which is then part of the Management Plan, which proposed Site Plan must take into account the proposed new use of the Land and the proposed change or addition to the Improvements;
 - (b) advertise, in the manner required by us, your proposed new use of the Land or proposed change or addition to the Improvements;
 - (c) refer, for comment, your proposed new use of the Land or proposed change or addition to the Improvements to those other government ministries, agencies, departments, local governments and others specified by us, and when such comments are received, provide such comments to us; and
 - (d) enter into such amendments to this Agreement, including without limitation to Article 3, as we reasonably determine are necessary.
- 4.4 We will sign the proposed Site Plan submitted under section 4.3 if and when we grant our consent under section 4.2.
- 4.5 Despite subsection 4.2, but subject always to section 4.10, you may:
- (a) use or permit others to use the Improvements or the antennas, dishes or other communications equipment on the Land for a Communications Use identified in the Management Plan,
 - (b) install and use or permit others to install and use additional antennas, dishes or other

communications equipment on the Land, or

- (c) cease using or permit others to cease using the Improvements or the antennas, dishes or other communications equipment on the Land for a Communications Use identified in the Management Plan,

but only if:

- (d) such use or cessation of use does not materially change the Improvements or create additional Improvements, and
- (e) not less than 120 days prior to the next anniversary of the Commencement Date after the use begins or ceases (or if there is less than 120 days between such use beginning or ceasing and the next anniversary of the Commencement Date, not less than 120 days prior to the next anniversary of the Commencement Date in respect of which 120 days notice may be provided), you deliver to us written notice of such use beginning or ceasing, which notice must include
 - (i) a proposed Site Inventory to replace the one which is then part of the Management Plan, and
 - (ii) a proposed Tower Profile to replace the one which is then part of the Management Plan, which proposed Tower Profile cross-references the Communications Uses specified in the proposed Site Inventory referred to in paragraph (i).

[these are subject to change dependent on occupier]

- 4.6 We will sign the proposed Site Inventory and Tower Profile submitted under section 4.5 if you have complied with section 4.5 and are not in default of this Agreement. These documents will not constitute the Site Inventory or Tower Profile under this Agreement unless and until the parties have signed and dated them.
- 4.7 Without affecting the requirements of sections 4.2 and 4.3, we may, at your request, prior to completing the process contemplated by section 4.3, grant our conditional consent to a proposed change to or creation of an addition to the Improvements if the proposed change or addition is, in our opinion, of a minor nature and unlikely to be opposed by the entities referred to in section 4.3(c), provided that in those circumstances, such conditional consent may be withdrawn by us, in our sole discretion, if the referrals and advertising referred to in section 4.3 result in a decision by us to take such action.
- 4.8 If a conditional consent granted by us under section 4.7 is withdrawn, you must, within 120 days of such withdrawal, remove from the Land any Improvements made or antennas, dishes or other communications equipment added under such conditional consent and restore the Land and the Improvements to the condition which existed prior to the granting of such conditional consent, provided that if such removal and restoration reasonably require more than 120 days to

complete, you will be deemed to be in compliance with this section if you commence such removal and restoration within such 120 day period and diligently complete them within a reasonable period of time.

- 4.9 If we doubt the consistency of the Management Plan with your actual use of the Land under this Agreement, you must upon our written request made to you not more than once a year, offer to provide transportation for us to the Land, at your expense, at such times during the Term when you are travelling to the Land to maintain any part of the Improvements or antennas, dishes or other communications equipment on the Land. We understand that if such transportation involves air travel, it will be provided from the public airport that is both closest to the Land and accessible by public highway, unless the parties agree to it being provided from another location.
- 4.10 Section 4.5 does not apply to that portion of the Land identified in the attached Legal Description Schedule as the linear corridor for an electrical powerline.
- 4.11 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Agreement.
- 4.12 You must not use all or any part of the Land
- (a) for the storage or disposal of any Hazardous Substances; or
 - (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;
- unless
- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
 - (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.
- 4.13 Despite any other provision of this Agreement you must:
- (a) on the expiry or earlier termination of this Agreement; and
 - (b) at any time, if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement; or
- (e) if applicable, as a result of the use of the Land under prior agreements for the same purpose;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.14 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.15 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act and vested in*

Kitsumkalum;

- (b) other persons may hold or acquire rights to use the Land in accordance with enactments of Kitsumkalum; such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under Kitsumkalum law; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain trespass proceedings in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) except as otherwise authorised in this Agreement, you will not interfere with lawful public access over the Land;
- (h) you will make no claim against us or any person acting under the authority of any enactment of Kitsumkalum for compensation, in damages or otherwise, if the Land becomes unsuitable for the purposes set out in this Agreement;
- (i) notwithstanding anything to the contrary in this Agreement, if we, in our sole discretion, determine that the Land is required for flooding purposes in connection with a hydro electric power project, we may cancel this Agreement on 90 days written notice to you, and where we cancel this Agreement under this provision, neither you nor any person claiming under you shall be entitled to any form of compensation;
- (j) you are aware of and, on behalf of yourself and your heirs, executors, administrators, successors and assigns, hereby acknowledge that there is a potential flood, erosion and debris flow danger to the Land from «WATER_HAZARD_NAME»;
- (k) during the term of this Agreement, no building, mobile home or unit, or modular home

shall be constructed, altered, reconstructed, moved, extended or located except where you have provided us, the building inspector for the local government in which the Land is located (the “Building Inspector”), if applicable, and the regional Water Manager of the ministry responsible for the *Water Sustainability Act* with a signed and stamped engineering report completed by a professional engineer experienced in hydrotechnical and geotechnical engineering, registered in the Province of British Columbia, certifying that the Land may be used safely in the manner and for the use intended;

- (l) nothing in this Agreement shall prejudice or affect our rights, powers and remedies in relation to you, including your heirs, executors, administrators, successors and assigns, or the Land, under any law, bylaw, order or regulation or in equity, all of which rights, powers and remedies may be fully and effectively exercised by us as if this Agreement had not been made by the parties;
- (m) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (n) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(x)(ii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land on termination or within the time period provided for in the direction or permission given under paragraph 4.1(x)(iv); and
- (o) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us Security in the amount of \$«SECURITY_AMOUNT» which will

- (a) guarantee the performance of your obligations under this Agreement;
- (b) be in the form required by us; and
- (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other Dispositions held by you.

- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we provide the written notice described in section 6.1(c) we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

- 6.6 You must without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
- (a) Commercial General Liability and, if applicable Marine General Liability insurance in an amount of not less than \$«INSURANCE_AMOUNT» inclusive per occurrence insuring against liability for personal injury, bodily injury and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured but only with respect to liability arising out of the activities of the named insured;
 - (b) Sudden and accidental pollution endorsement on the Commercial General Liability insurance policy with a limit of liability not less than two million dollars «INSURANCE_AMOUNT»; or if such endorsement is unavailable sudden and accidental pollution insurance insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the performance of this Agreement by you with a limit of liability not less than «INSURANCE_AMOUNT» per occurrence, including provision to provide 30 days advance notice to us of material change or cancellation, and the policy shall include us as additional insured;
 - (c) Environmental Impairment Liability (Pollution Legal Liability) insurance insuring against bodily injury, property damage, and cleanup expenses (including removal and/or transit and disposal of contaminants) arising from gradual or sudden pollution events

arising from the performance of this Agreement by you in an amount not less than «INSURANCE_AMOUNT» per occurrence, including provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured. If this insurance is written on a claims-made basis it must include the option to purchase an extended reporting period of 24 months beyond the date of cancellation or expiry of this Agreement;

- (d) Aviation Liability insurance on all aircraft operated or used in the performance of this Agreement insuring against bodily injury, property damage, and passenger liability, in an amount not less than the limits of liability imposed by any Canadian Aviation Regulation and in any event not less than a per occurrence combined single limit of:
 - (i) «INSURANCE_AMOUNT» for aircraft carrying pilot only (no passengers), or
 - (ii) «INSURANCE_AMOUNT» for aircraft up to 5 passenger seats, or
 - (iii) «INSURANCE_AMOUNT» plus «INSURANCE_AMOUNT» for each additional passenger seat for aircraft up to 10 passenger seats, or
 - (iv) «INSURANCE_AMOUNT» for aircraft over 10 passenger seats;

and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation and include us as additional insured. Where applicable, such policy will also include coverage for aerial drift or misapplication of fertilizers or herbicide chemicals in an amount not less than «INSURANCE_AMOUNT» per occurrence;

- (e) Airport Premises and Operations Liability in an amount not less than «INSURANCE_AMOUNT» per accident or occurrence, and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (f) Watercraft liability insurance on all watercraft operated or used in the performance of this Agreement by you (including rented watercraft), in an amount not less than the limits of liability imposed by the *Marine Liability Act* and in any event not less than \$«INSURANCE_AMOUNT» and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured and if applicable, include coverage for marine towing operations;

6.7 You must

- (a) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (b) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in a form satisfactory to Kitsumkalum;

- (c) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in a form satisfactory to Kitsumkalum;
- (d) notwithstanding subsection (b) or (c) above, if requested by us, provide to us certified copies of the required insurance policies.

6.8 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us proof of all insurance then required to be maintained by you under this Agreement in a form satisfactory to Kitsumkalum.

6.9 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement.

6.10 You waive all rights of recourse against us with regard to damage to your own property arising from any source whatsoever.

ARTICLE 7 - ASSIGNMENT

7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may, in our sole discretion, withhold.

7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.14.

7.3 We may, in addition to imposing other requirements as conditions which must be satisfied before we grant our consent under section 7.1, require you to:

- (a) submit to us for approval an amended Management Plan, including without limitation a proposed Site Inventory and a proposed Tower Profile to replace those which are then part of the Management Plan;
- (b) advertise, in the manner we require, the amendments to the Management Plan proposed

under subsection (a);

- (c) refer, for comment, the amendments to the Management Plan proposed under subsection (a) to those government ministries, agencies, departments, local governments, including those of Kitsumkalum, and others specified by us and, when such comments are received, provide such comments to us;
- (d) enter into such amendments to this Agreement, including without limitation to Article 3 and the Management Plan, as we reasonably determine are necessary; and
- (e) provide to us copies of all agreements entered into by you which permit other persons to use the Land.

7.4 You acknowledge that we will require a reasonable period of time to consider requests for our consent under section 7.1, and in particular, to consider comments received as a result of the referrals and advertising referred to in section 7.3.

7.5 We will sign the proposed Site Inventory and the proposed Tower Profile submitted under section 7.3 if and when we grant our consent under section 7.1. These documents will not constitute the Site Inventory or Tower Profile under this Agreement unless and until the parties have signed and dated them.

ARTICLE 8 - TERMINATION

8.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with other provisions of this Agreement, or
 - (iii) in our opinion, fail to make diligent use of the Land for the purposes set out in this Agreement;

and you fail to rectify such default or failure within the time period specified in a written notice from Kitsumkalum requesting you to do so,

- (b) if you fail to maintain in good standing any Disposition or other licence, permit, or agreement in any way related to your use and occupation of the Land under this Agreement, including without limitation the «CROSS_CANCELLATION_DETAILS»;
- (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your

creditors,

- (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
- (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation and,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society and you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the Kitsumkalum public interest to cancel this Agreement and we have given you 90 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under applicable law including Kitsumkalum Law

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, before resorting to litigation the parties will make reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

9.2 Notwithstanding section 9.1, either party may, at any time, apply to a court of competent jurisdiction for interim or conservatory relief.

ARTICLE 10 - NOTICE

10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

«DB_ADDRESS_KITSUMKALUM»;

to you

«DB_ADDRESS_MAILING_TENANT»;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.

10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

11.3 The grant of a sublicence, assignment or transfer of this Agreement does not release you from

your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.

- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by the time reasonably required to perform the obligation provided that:
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an “as is” basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land;
 - (v) the application of any federal or provincial enactment or law to the Land; and
 - (vi) the existence, availability or quality of access or service to the Land now or in

the future;

- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a “site profile” under the *Environmental Management Act*;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.

11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of Kitsumkalum

Print Name

SIGNED BY
«DB_NAME_TENANT»

SIGNED on behalf of «DB_NAME_CORPORATION»
by a duly authorized signatory

Authorized Signatory

SIGNED on behalf of «DB_NAME_CORPORATION»
By its authorized signatories

Authorized Signatory

Authorized Signatory

SIGNED on behalf _____
of by its general _____
partner

BY:

BY:

LEGAL DESCRIPTION SCHEDULE

LEGAL DESCRIPTION: «DB_LEGAL_DESCRIPTION»

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

**Part 2: Applicable Forms of Documents for Interests on Former Provincial Crown Land
Listed in Appendix G-2**

Document 3. Permit to Occupy Kitsumkalum Lands

Note: The Parties will update the Appendices before the Effective Date.

Permit to Occupy Kitsumkalum Lands

The holder of Conditional Water Licence [#] (the “Water Licence”) granted by the Province of British Columbia and dated for reference [date] whose licence authorizes the diversion of water from [name of creek or river], is hereby authorized to occupy Kitsumkalum Lands by constructing, maintaining and operating on Kitsumkalum Lands the works authorized under the Water Licence and any licences which may be issued in substitution thereof.

- (a) The portion of Kitsumkalum Lands authorized to be occupied under this permit is [description of the lands] the location of which is shown approximately on the plan attached to the Water Licence.
- (b) The approximate dimensions of the Kitsumkalum Lands authorized to be occupied under this permit are [x] feet in length and [x] feet in width having an area of [x] for a pipeline.
- (c) The permittee may damage, cut or cut and remove from Kitsumkalum Lands any timber necessary to permit the construction, maintenance and operation of the works authorized under the Water Licence. Prior to damaging, cutting, or removing any timber on or from Kitsumkalum Lands, the permittee will apply for and obtain a licence authorizing the activity from Kitsumkalum which may include terms and conditions for the disposition of the timber. The amount of compensation payable to the Kitsumkalum in respect of trees, including merchantable or young growth, damaged, cut or removed on or from Kitsumkalum Lands by the permittee, will be the sum or sums fixed by Kitsumkalum, which will not exceed fair market value.
- (d) This permit is issued and accepted on the understanding that the permittee will pay annual fees to Kitsumkalum in the amount that would be payable under the *Water Sustainability Act and Regulations* with respect to a Permit to Occupy Crown Land located on similar Crown land. Such fees are payable in advance on the date this permit is issued and on each anniversary of the date this permit is issued.
- (e) This permit is appurtenant to the land, mine or undertaking to which the Water Licence is appurtenant.
- (f) This permit will become void if the Water Licence with respect to which this permit is issued should terminate, be abandoned or cancelled, or amended so as to render this permit unnecessary.

- (g) This permit is issued and accepted on the understanding that the permittee will indemnify and save harmless Kitsumkalum for all loss, damage to works, cost or expense suffered by the permittee by reason of the Kitsumkalum Lands or any portion thereof being submerged or damaged by erosion or otherwise affected by flooding.
- (h) The holder of this permit will not be entitled to compensation if Kitsumkalum grants permits to other persons to occupy the Kitsumkalum Lands affected by this permit.
- (i) In the event of a dispute at any time with respect to the area or boundaries of the Kitsumkalum Lands affected by this permit, the holder will, at its own expense, have the land surveyed by a duly qualified surveyor.

SIGNED on behalf of Kitsumkalum
by a duly authorized representative
on [insert month, day, year]

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

**Part 2: Applicable Forms of Documents for Interests on Former Provincial Crown Land
Listed in Appendix G-2**

Document 4. Private Road Easement

Note: The Parties will update the Appendices before the Effective Date.

THIS AGREEMENT is dated [*insert month, day, year*].
BETWEEN:

●

(the “Owner”)

AND:

●

(the “Grantee”)

WHEREAS:

- A. The Grantee wishes an easement over the Servient Lands to provide access to the Grantee’s Property.
- B. The Owner is willing to grant to the Grantee an easement over the Servient Lands to provide access to the Grantee’s Property.

Therefore in consideration of the payment of the fee to be paid by the Grantee, and the Grantee’s covenants as set out in this Agreement, the Owner and Grantee agree as follows:

1. **Definitions**

“**Artifact or Feature**” means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

“**Grantee’s Property**” means the lands described in Schedule “A” attached to this Agreement.

“**Easement**” means the easement granted by this Agreement.

“**Easement Area**” means that portion of the Servient Lands as described in Schedule “B” attached to this Agreement.

“**Security**” means the security for the performance of the Grantee’s obligations as set out in paragraph 14 in the amount of */\$xx /* and in the form specified by the Owner.

“**Servient Lands**” means the lands described in Schedule “A” attached to this Agreement.

“**Special Conditions**” means the conditions, if any, set out in Schedule “C” attached to this Agreement.

2. **Rights and Privileges on Easement Area**

By this Agreement the Owner grants to the Grantee, their heirs, executors, administrators and assigns, in common with the Owner, the full, free and uninterrupted easement, right and liberty over the Easement Area to enter on and use the Easement Area for the purpose of constructing and maintaining a road and using the Easement Area as a road to give pedestrian and vehicular access to the Grantee’s Property in accordance with this Agreement.

3. **Duration**

This Easement is appurtenant to the Grantee’s Property and passes with a conveyance or other disposition of the estate in fee simple of the Grantee’s Property, and is binding on the Servient Lands.

4. **Subdivision**

The Owner and the Grantee agree that if the Servient Lands are subdivided, the Easement will not run with those parcels derived from the Servient Lands which do not include any part of the Easement Area:

- a. discharged from such parts; and
- b. re-registered on the parts where the easement continues to run.

5. **Modification of Easement**

The parties agree that either party may register the Easement in accordance with the *Land Title Act* and upon request and preparation of a survey or plan showing the location of the Easement Area, the Owner and Grantee will enter into a modification of this Agreement or enter into a new agreement on the same terms as this Agreement so as to release the Easement from those portions of the Servient Lands that are not included within the registered plan; provided that the requesting party shall at its own cost, be responsible for the preparation of any survey or plan and registration of the applicable plan as well as discharges and agreements referred to in this Section.

5. **Limitation on Rights Granted**

The Grantee acknowledges and agrees that the rights set forth in paragraph 2 are to be exercised in accordance with this Agreement and only over those portions of the Servient Lands that contain the Easement Area.

6. **Annual Fee**

The Grantee will pay the Owner an annual fee in advance in the amount of **\$xx** as reasonably required to cover the Owner's costs of administering this Agreement.

7. **Covenant (as applicable)**

The obligations of the Grantee in this Agreement constitute both contractual obligations and covenants under Section 219 of the *Land Title Act* in respect of the Grantee's Property and run with the Grantee's Property and bind successors in title.

8. **Non Exclusive Use**

This Agreement will not entitle the Grantee to exclusive possession of the Easement Area and the Owner reserves the right to grant other dispositions of the Easement Area so long as the grant does not impair the Grantee's permitted use of the Easement Area. Notwithstanding the generality of the foregoing, the Grantee acknowledges and agrees that the interest in land contained in this Agreement is subject to the prior rights to use the Servient Lands granted as of the date hereof to:

(a)

(b)

The Owner acknowledges and agrees that if title to the Servient Lands is registered in the Land Title Office pursuant to paragraph [x] hereof, the interests in land contained in this Agreement will be registered as a charge against the Servient Lands in priority of all other charges save only for the prior rights referred to above in favour of {{a}} and {{b}}

9. **Covenants of the Grantee**

The Grantee covenants with the Owner:

(a) to pay the annual fee as described in paragraph 6 at the address of the Owner set out above or at such other place as the Owner may specify under paragraph 16;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Easement Area or any of the Grantee's improvements on the Easement Area, which the Grantee is liable to pay;

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority, including an Owner government, in any way affecting the Easement Area and improvements situate thereon, or their use and occupation;

- (d) not to commit or suffer any wilful waste, permissive waste or voluntary waste, spoilation or destruction on the Easement Area or do or suffer to be done thereon by its invitees, permittees, representatives, employees, or agents, or anyone for whom the Grantee is responsible at law, anything that may be or becomes a nuisance or annoyance to the Servient Lands;
- (e) not to dump or bury debris or rubbish of any kind on the Easement Area;
- (f) not to use hazardous petroleum products and other toxic substances in road maintenance activities in the Easement Area;
- (g) not to apply herbicides or pesticides on the Easement Area without the consent of the Owner;
- (h) to deliver to the Owner from time to time, upon demand, proof of insurance required under this Agreement, receipts or other evidence of payment of any taxes or charges owing, and other monetary obligations of the Grantee required to be observed by the Grantee pursuant to this Agreement;
- (i) to indemnify and save harmless the Owner and the Owner's servants, employees and agents against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of:
 - (i) any breach, violation or non-performance of any covenant, condition or obligation under this Agreement by the Grantee; and
 - (ii) any personal injury, bodily injury (including death), or property damage occurring on or off the Servient Lands and arising out of the Grantee's use or occupation of the Easement Area under this Agreement,and the Owner may add the amount of any such losses, damages, costs and liabilities to the fees payable under paragraph 6, and the amount added will be payable to the Owner immediately upon demand;
- (j) in respect of the use of the Easement Area by the Grantee or anyone permitted by the Grantee to use the Easement area, to keep the Easement Area in a safe, clean and sanitary condition satisfactory to the Owner acting reasonably including, without limitation, maintaining and repairing any damage to the Easement Area caused by the Grantee's use under this Agreement, and to make safe, clean and sanitary any portion of the Easement Area or any improvement thereon that the Owner, acting reasonably, may direct by notice in writing to the Grantee;
- (k) to permit the Owner or its authorized representative to enter upon the Easement Area at any time to examine its condition;

- (l) to use and occupy the Easement Area in accordance with the provisions of this Agreement including the Special Conditions, if any, set out in **Schedule C**;
- (m) on the expiration or at the earlier cancellation of this Agreement:
 - (i) to quit peaceably and deliver possession of the Easement Area to the Owner;
 - (ii) if requested by the Owner to de-commission the road, including the removal of any structures or works on the Easement Area, and restore the surface of the Easement Area to the satisfaction of the Owner acting reasonably; and
 - (iii) upon the request and preparation by the Owner, execute a discharge of the Easement for the purposes of registration in accordance with the *Land Title Act*;

and all the Grantee's right, interest and estate in the Servient Lands will be absolutely forfeited to the Owner, and to the extent necessary, this covenant shall survive the expiration or cancellation of this Agreement;

- (n) to obtain and keep in force insurance covering the Owner and the Grantee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Easement Area to an amount not less than \$ _____ .00;
- (o) notwithstanding subparagraph (l), the Owner may from time to time, acting reasonably, considering the amount of insurance a prudent owner would carry, require the Grantee to increase the amount of insurance and the Grantee will, within 60 days of receiving the request, obtain the required additional insurance and deliver to the Owner written confirmation of the change;
- (p) to provide a certificate or evidence of insurance upon request by the Owner;
- (q) not to interfere with the activities, works or other improvements of any other person who enters on or uses or occupies the Easement Area under a prior or subsequent right or interest granted by the Owner, or who is otherwise authorized by the Owner to enter on or use or occupy the Easement Area, in accordance with paragraph 8; and
- (r) to immediately notify the Owner if the Grantee discovers any human remains, burial pit, grave or Artifacts or Feature on or under the Land, to cease any further activities that could affect the site until permitted by the Owner to resume activities and take all reasonable steps and precautions to

minimize disturbance of that material, and to immediately notify the Owner.

- (s) if the Grantee unearths or discovers any Artifact or Feature on the Lands , and there is no previously agreed upon mitigation or management plan with Kitsumkalum:
- i. promptly notify Kitsumkalum;
 - ii. immediately cease any further activity that could affect the Artifact or Feature;
 - iii. take reasonable measures to protect the Artifact or Feature; and
 - iv. comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a Kitsumkalum' cultural heritage policy;

10. **Cancellation**

Despite any other provision of this Agreement, this Agreement may be cancelled if the Grantee fails or refuses to observe or perform any term in this Agreement, and the failure continues after the Owner gives written notice of the failure to the Grantee for a period of:

- (a) 30 days; or
- (b) such extended period as is required if the failure because of its nature reasonably requires more than 30 days to cure, and provided that the Grantee proceeds diligently and continuously to cure the failure,

then the Owner may by further written notice to the Grantee cancel this Agreement and despite paragraph 9(m)(ii), any improvements to the Easement Area will, at the discretion of the Owner, become the property of the Owner.

11. **Relocation of Easement Area**

If the Owner requires the Easement Area for another purpose, the Owner may, on 180 days written notice to the Grantee and in consultation with the Grantee:

- (a) at the Owner's cost locate and construct an alternate road providing access to the Grantee's Property to a standard at least equivalent to the original road;
- (b) grant a replacement agreement for the alternate road on the same terms as this Agreement; and
- (c) by further written notice to the Grantee cancel this Agreement;

and on cancellation the Grantee will quit peaceably and deliver possession of the Easement Area, except that the Grantee may, at its election, within 60 days of the cancellation, or such longer time as reasonably required, remove, at the request of the Owner, any improvements from the Easement Area, but the Grantee will not be required to comply with paragraph 9(m)(ii).

12. **Third Party Notice**

If this Easement is not registered under the *Land Title Act*, the Owner will, prior to transferring the Servient Lands, notify any intended transferee of the existence of this Agreement.

13. **Ownership of Timber**

Notwithstanding paragraph 2, all timber of commercial value on the Easement Area will remain the property of the Owner.

14. **Security**

The Grantee will deliver, prior to the commencement of this Agreement, the Security to the Owner, as security for the performance of the Grantee's obligations under this Agreement, and the following will apply:

- (a) the Grantee will maintain the Security in full until the later of:
 - (i) the termination of this Agreement; or
 - (ii) the complete fulfillment of all of the Grantee's obligations under this Agreement;
- (b) if the Grantee defaults in the performance of any of its obligations under this Agreement, the Owner may, in its sole election, draw on and use the Security to reimburse the Owner for all reasonable costs and expenses, including legal and other professional services costs if any, caused by or arising out of the Grantee's breach, and in the event of a call on the Security of the Grantee will, as a condition of the continuation of this Agreement, immediately pay to the Owner the amount of the draw so that the full amount of the Security is available.

The parties agree that the amount of the Security does not constitute a liquidated damages estimate of the Owner's damages if the Grantee breaches its obligations hereunder and the Owner reserves its right to claim for further damages.

15. **Disputes**

Any dispute arising out of or in connection with this Agreement will be resolved as follows:

- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
- (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute;
- (c) if the dispute is not resolved by mediation within 120 days then, on the agreement of both parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration then either party may refer the matter to a court of competent jurisdiction;

except that it is not incompatible with this paragraph for a party to apply to a court at any time for interim or conservatory relief, and for the court to grant that relief.

16. **Notice**

If notice is required or permitted under this Agreement, the notice:

- (a) must be in writing;
- (b) must be delivered to the address set out above, or other address as specified in writing by a party; and
- (c) may be given in one or more of the following ways:
 - (i) delivered personally or by courier, and it will be deemed received on the next business day;
 - (ii) mailed by pre-paid post in Canada, and it will be deemed received on the eighth business day following, except in the case of mail interruption in which case actual receipt is required.

17. **Waiver and Consent**

A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.

18. **Remedies**

No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

19. **Enurement**

The terms and provisions of this Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

20. Entire Agreement

This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent written agreement.

21. Interpretation

In this Agreement:

- (a) all attached schedules form an integral part of this Agreement;
- (b) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender, body politic and a corporation;
- (c) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the Agreement;
- (d) a reference to an enactment of British Columbia or of Canada will be deemed to include a reference to any subsequent amendments or replacements; and
- (e) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination.

22. Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

23. Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then the Owner or the Grantee, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that the Owner or the Grantee have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

24. If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or case beyond the Grantee's reasonable control, other than normal weather conditions, the Grantee is delayed in performing any of its obligations

under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as:

- (a) the Grantee gives notice to the Owner within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of its obligation; and
- (b) the Grantee diligently attempts to remove the delay.

25. Land Registry System

If the Owner or any other entity creates and maintains a land registry in relation to the Servient Lands, or a register of interests affecting the Servient Lands, the parties agree to file this Agreement in any such registry or take steps to see that it is duly recorded in any applicable register or other system.

26. The Owner agrees to give the Grantee notice of its intention to raise title to any portion of the Servient Lands in the Provincial Land Title Office so that appropriate and timely arrangements can be made between them for the re-execution of this Agreement, with such modifications to form as may be necessary to make this Agreement registerable in the Land Title Office in the priority referred to in paragraph 8 hereof concurrently with the raising of such title.

IN WITNESS WHEREOF the parties have duly executed this Agreement, as of the date first referred to above.

OWNER

Per:

GRANTEE

I

Per:

(authorized signatory of Grantee)

Schedule “A”

[Description of Grantee’s Property and Servient Lands]

Schedule “B”

[Attach Plan of Easement Area]

Schedule “C”

[Attach Special Conditions]

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

**Part 2: Applicable Forms of Documents for Interests on Former Provincial Crown Land
Listed in Appendix G-2**

Document 5. Private Road Easement with Powerline

Note: The Parties will update the Appendices before the Effective Date.

THIS AGREEMENT is dated *[insert month, day, year]*.
BETWEEN:

I

(the “Owner”)

AND:

I

(the “Grantee”)

WHEREAS:

- A. The Grantee wishes an easement over the Servient Lands to provide access to the Grantee’s Property.
- B. The Owner is willing to grant to the Grantee an easement over the Servient Lands to provide access to the Grantee’s Property.

Therefore in consideration of the payment of the fee to be paid by the Grantee, and the Grantee’s covenants as set out in this Agreement, the Owner and Grantee agree as follows:

1. **Definitions**

- 2. **“Artifact or Feature”** means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

“Grantee’s Property” means the lands described in Schedule “A” attached to this Agreement.

“Easement” means the easement granted by this Agreement.

“Easement Area” means that portion of the Servient Lands as described in Schedule “B” attached to this Agreement.

“Security” means the security for the performance of the Grantee’s obligations as set out in paragraph 14 in the amount of */\$xx /* and in the form specified by the Owner.

“Servient Lands” means the lands described in Schedule “A” attached to this Agreement.

“**Special Conditions**” means the conditions, if any, set out in Schedule “C” attached to this Agreement.

2. **Rights and Privileges on Easement Area**

By this Agreement the Owner grants to the Grantee, their heirs, executors, administrators and assigns, in common with the Owner, the full, free and uninterrupted easement, right and liberty over the Easement Area to enter on and use the Easement Area for the purpose of:

- (a) constructing and maintaining a road and using the Easement Area as a road to give pedestrian and vehicular access to the Grantee’s Property; and
- (b) constructing, erecting, stringing or otherwise installing and maintaining (including trimming or removing trees and vegetation) improvements necessary for the distribution of electrical energy to the Grantee’s Property.

3. **Duration**

This Easement is appurtenant to the Grantee’s Property and passes with a conveyance or other disposition of the estate in fee simple of the Grantee’s Property, and is binding on the Servient Lands.

4. **Subdivision**

The Owner and the Grantee agree that if the Servient Lands are subdivided, the Easement will not run with those parcels derived from the Servient Lands which do not include any part of the Easement Area:

- a. discharged from such parts; and
- b. re-registered on the parts where the easement continues to run.

5. **Modification of Easement**

The parties agree that either party may register the Easement in accordance with the *Land Title Act* and upon request and preparation of a survey or plan showing the location of the Easement Area, the Owner and Grantee will enter into a modification of this Agreement or enter into a new agreement on the same terms as this Agreement so as to release the Easement from those portions of the Servient Lands that are not included within the registered plan; provided that the requesting party shall at its own cost, be responsible for the preparation of any survey or plan and registration of the applicable plan as well as discharges and agreements referred to in this Section.

5. **Limitation on Rights Granted**

The Grantee acknowledges and agrees that the rights set forth in paragraph 2 are to be exercised in accordance with this Agreement and only over those portions of the Servient Lands that contain the Easement Area.

6. Annual Fee

The Grantee will pay the Owner an annual fee in advance in the amount of **\$xx** as reasonably required to cover the Owner's costs of administering this Agreement.

7. Covenant (as applicable)

The obligations of the Grantee in this Agreement constitute both contractual obligations and covenants under Section 219 of the *Land Title Act* in respect of the Grantee's Property and run with the Grantee's Property and bind successors in title.

8. Non Exclusive Use

This Agreement will not entitle the Grantee to exclusive possession of the Easement Area and the Owner reserves the right to grant other dispositions of the Easement Area so long as the grant does not impair the Grantee's permitted use of the Easement Area. Notwithstanding the generality of the foregoing, the Grantee acknowledges and agrees that the interest in land contained in this Agreement is subject to the prior rights to use the Servient Lands granted as of the date hereof to:

(a)

(b)

The Owner acknowledges and agrees that if title to the Servient Lands is registered in the Land Title Office pursuant to paragraph [x] hereof, the interests in land contained in this Agreement will be registered as a charge against the Servient Lands in priority of all other charges save only for the prior rights referred to above in favour of {{a}} and {{b}}

9. Covenants of the Grantee

The Grantee covenants with the Owner:

(a) to pay the annual fee as described in paragraph 6 at the address of the Owner set out above or at such other place as the Owner may specify under paragraph 16;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Easement Area or any of the Grantee's improvements on the Easement Area, which the Grantee is liable to pay;

- (c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority, including an Owner government, in any way affecting the Easement Area and improvements situate thereon, or their use and occupation;
- (d) not to commit or suffer any wilful waste, permissive waste or voluntary waste, spoilation or destruction on the Easement Area or do or suffer to be done thereon by its invitees, permittees, representatives, employees, or agents, or anyone for whom the Grantee is responsible at law, anything that may be or becomes a nuisance or annoyance to the Servient Lands;
- (e) not to dump or bury debris or rubbish of any kind on the Easement Area;
- (f) not to use hazardous petroleum products and other toxic substances in construction or maintenance activities in the Easement Area;
- (g) not to apply herbicides or pesticides on the Easement Area without the consent of the Owner;
- (h) to deliver to the Owner from time to time, upon demand, proof of insurance required under this Agreement, receipts or other evidence of payment of any taxes or charges owing, and other monetary obligations of the Grantee required to be observed by the Grantee pursuant to this Agreement;
- (i) to indemnify and save harmless the Owner and the Owner's servants, employees and agents against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of:
 - (i) any breach, violation or non-performance of any covenant, condition or obligation under this Agreement by the Grantee; and
 - (ii) any personal injury, bodily injury (including death), or property damage occurring on or off the Servient Lands and arising out of the Grantee's use or occupation of the Easement Area under this Agreement,

and the Owner may add the amount of any such losses, damages, costs and liabilities to the fees payable under paragraph 6, and the amount added will be payable to the Owner immediately upon demand;

- (j) in respect of the use of the Easement Area by the Grantee or anyone permitted by the Grantee to use the Easement area, to keep the Easement Area in a safe, clean and sanitary condition satisfactory to the Owner acting reasonably including, without limitation, maintaining and repairing any damage to the Easement Area caused by the Grantee's use under this Agreement, and to make safe, clean and sanitary any portion of the

Easement Area or any improvement thereon that the Owner, acting reasonably, may direct by notice in writing to the Grantee;

- (k) to permit the Owner or its authorized representative to enter upon the Easement Area at any time to examine its condition;
- (l) to use and occupy the Easement Area in accordance with the provisions of this Agreement including the Special Conditions, if any, set out in ***Schedule C***;
- (m) on the expiration or at the earlier cancellation of this Agreement:
 - (i) to quit peaceably and deliver possession of the Easement Area to the Owner;
 - (ii) if requested by the Owner to de-commission the road and electrical distribution improvements, including the removal of any structures or works on the Easement Area, and restore the surface of the Easement Area to the satisfaction of the Owner acting reasonably; and
 - (iii) upon the request and preparation by the Owner, execute a discharge of the Easement for the purposes of registration in accordance with the *Land Title Act*;

and all the Grantee's right, interest and estate in the Servient Lands will be absolutely forfeited to the Owner, and to the extent necessary, this covenant shall survive the expiration or cancellation of this Agreement;

- (n) to obtain and keep in force insurance covering the Owner and the Grantee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Easement Area to an amount not less than \$_____.00;
- (o) notwithstanding subparagraph (l), the Owner may from time to time, acting reasonably, considering the amount of insurance a prudent owner would carry, require the Grantee to increase the amount of insurance and the Grantee will, within 60 days of receiving the request, obtain the required additional insurance and deliver to the Owner written confirmation of the change;
- (p) to provide a certificate or evidence of insurance upon request by the Owner;
- (q) not to interfere with the activities, works or other improvements of any other person who enters on or uses or occupies the Easement Area under a prior or subsequent right or interest granted by the Owner, or who is

otherwise authorized by the Owner to enter on or use or occupy the Easement Area, in accordance with paragraph 8; and

- (r) to immediately notify the Owner if the Grantee discovers any human remains, burial pit, grave or Artifacts or Feature on or under the Land, to cease any further activities that could affect the site until permitted by the Owner to resume activities and take all reasonable steps and precautions to minimize disturbance of that material, and to immediately notify the Owner.
- (s) if the Grantee unearths or discovers any Artifact or Feature on the Lands , and there is no previously agreed upon mitigation or management plan with Kitsumkalum:
 - i. promptly notify Kitsumkalum;
 - ii. immediately cease any further activity that could affect the Artifact or Feature;
 - iii. take reasonable measures to protect the Artifact or Feature; and
 - iv. comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a Kitsumkalum' cultural heritage policy;

10. **Cancellation**

Despite any other provision of this Agreement, this Agreement may be cancelled if the Grantee fails or refuses to observe or perform any term in this Agreement, and the failure continues after the Owner gives written notice of the failure to the Grantee for a period of:

- (a) 30 days; or
- (b) such extended period as is required if the failure because of its nature reasonably requires more than 30 days to cure, and provided that the Grantee proceeds diligently and continuously to cure the failure,

then the Owner may by further written notice to the Grantee cancel this Agreement and despite paragraph 9(m)(ii), any improvements to the Easement Area will, at the discretion of the Owner, become the property of the Owner.

11. **Relocation of Easement Area**

If the Owner requires the Easement Area for another purpose, the Owner may, on 180 days written notice to the Grantee and in consultation with the Grantee:

- (a) at the Owner's cost locate and construct an alternate easement area providing access to the Grantee's Property to a standard at least equivalent to the original Easement Area;

- (b) grant a replacement agreement for the alternate easement area on the same terms as this Agreement; and
- (c) by further written notice to the Grantee cancel this Agreement;

and on cancellation the Grantee will quit peaceably and deliver possession of the Easement Area, except that the Grantee may, at its election, within 60 days of the cancellation, or such longer time as reasonably required, remove, at the request of the Owner, any improvements from the Easement Area, but the Grantee will not be required to comply with paragraph 9(m)(ii).

12. **Third Party Notice**

If this Easement is not registered under the *Land Title Act*, the Owner will, prior to transferring the Servient Lands, notify any intended transferee of the existence of this Agreement.

13. **Ownership of Timber**

Notwithstanding paragraph 2, all timber of commercial value on the Easement Area will remain the property of the Owner.

14. **Security**

The Grantee will deliver, prior to the commencement of this Agreement, the Security to the Owner, as security for the performance of the Grantee's obligations under this Agreement, and the following will apply:

- (a) the Grantee will maintain the Security in full until the later of:
 - (i) the termination of this Agreement; or
 - (ii) the complete fulfillment of all of the Grantee's obligations under this Agreement;
- (b) if the Grantee defaults in the performance of any of its obligations under this Agreement, the Owner may, in its sole election, draw on and use the Security to reimburse the Owner for all reasonable costs and expenses, including legal and other professional services costs if any, caused by or arising out of the Grantee's breach, and in the event of a call on the Security of the Grantee will, as a condition of the continuation of this Agreement, immediately pay to the Owner the amount of the draw so that the full amount of the Security is available.

The parties agree that the amount of the Security does not constitute a liquidated damages estimate of the Owner's damages if the Grantee breaches its obligations hereunder and the Owner reserves its right to claim for further damages.

15. Disputes

Any dispute arising out of or in connection with this Agreement will be resolved as follows:

- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
- (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute;
- (c) if the dispute is not resolved within 120 days then, on the agreement of both parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration then either party may refer the matter to a court of competent jurisdiction;

except that it is not incompatible with this paragraph for a party to apply to a court at any time for interim or conservatory relief, and for the court to grant that relief.

16. Notice

If notice is required or permitted under this Agreement, the notice:

- (a) must be in writing;
- (b) must be delivered to the address set out above, or other address as specified in writing by a party; and
- (c) may be given in one or more of the following ways:
 - (i) delivered personally or by courier, and it will be deemed received on the next business day;
 - (ii) mailed by pre-paid post in Canada, and it will be deemed received on the eighth business day following, except in the case of mail interruption in which case actual receipt is required.

17. Waiver and Consent

A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.

18. Remedies

No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

19. **Enurement**

The terms and provisions of this Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

20. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent written agreement.

21. **Interpretation**

In this Agreement:

- (a) all attached schedules form an integral part of this Agreement;
- (b) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender, body politic and a corporation;
- (c) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the Agreement;
- (d) a reference to an enactment of British Columbia or of Canada will be deemed to include a reference to any subsequent amendments or replacements; and
- (e) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination.

22. Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

23. Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then the Owner or the Grantee, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that the Owner or the Grantee have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

24. If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or case beyond the Grantee's reasonable control, other than normal weather conditions, the Grantee is delayed in performing any of its obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as:
- (a) the Grantee gives notice to the Owner within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of its obligation; and
 - (b) the Grantee diligently attempts to remove the delay.

25. **Land Registry System**

If the Owner or any other entity creates and maintains a land registry in relation to the Servient Lands, or a register of interests affecting the Servient Lands, the parties agree to file this Agreement in any such registry or take steps to see that it is duly recorded in any applicable register or other system.

26. The Owner agrees to give the Grantee notice of its intention to raise title to any portion of the Servient Lands in the Provincial Land Title Office so that appropriate and timely arrangements can be made between them for the re-execution of this Agreement, with such modifications to form as may be necessary to make this Agreement registerable in the Land Title Office in the priority referred to in paragraph 8 hereof concurrently with the raising of such title.

IN WITNESS WHEREOF the parties have duly executed this Agreement, as of the date first referred to above.

OWNER

Per:

GRANTEE

I

Per:

(authorized signatory of Grantee)

Schedule “A”
[Description of Grantee’s Property and Servient Lands]

Schedule “B”
[Attach Plan of Easement Area]

Schedule “C”
[Attach Special Conditions]

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

**Part 2: Applicable Forms of Documents for Interests on Former Provincial Crown Land
Listed in Appendix G-2**

Document 6. Resource Road Use Permit

Note: The Parties will update the Appendices before the Effective Date.

THIS PERMIT, dated for reference _____ is issued to:

NAME

ADDRESS

Phone:

Fax:

Email:

(the "Permittee")

1.00 GRANT OF RIGHTS

1.01 In consideration of the Permittee's right to access Kitsumkalum **Lands** or **Resources** under the Licence or Licences listed in Schedule "A" and to provide access to those Lands or Resources, subject to any applicable legislation, Kitsumkalum grants to the Permittee

OR: In consideration of the Permittee's right to access Crown lands that requires access on or through Kitsumkalum Lands, subject to any applicable legislation, Kitsumkalum grants to the Permittee

- (a) a non-exclusive right to enter on the **Permit Area** described in paragraph 2.01 and construct within that Permit Area a **road(s)**, including such landings, gravel/sand pits, rock quarries and waste areas as are necessary for construction of the road(s) or for access to the timber and
- (b) the right to use and maintain that road(s), or to use and maintain a road(s), within the Permit Area described in paragraph 2.01, in accordance with the conditions/specifications described in the attached Schedule "A".

1.02 Where it is necessary to harvest Kitsumkalum timber from the clearing area in order to construct or maintain the roads, including landings, gravel/sand pits and rock quarries within the permit area, Kitsumkalum grants to the Permittee the right to harvest that Kitsumkalum timber in the permit area. The Permittee must comply with the timber merchantability specifications described in the attached Schedule "A".

1.03 In accepting this Road Permit, the Permittee acknowledges that it is bound by the provisions of this Road Permit and any applicable legislation.

1.04 The Schedules form an integral part of this Road Permit.

1.05 Any amendment to this Road Permit forms an integral part of the Permit.

1.06 There is reserved to the Kitsumkalum Government:

- (a) the right to grant rights-of-way across, through or over the permit area to other parties, on such terms and conditions as Kitsumkalum determines;

- (b) the right of employees and agents of the Kitsumkalum Government to use and to cross the road and the permit area; and
- (c) the right to grant timber harvesting rights to others with respect to the timber located outside the clearing area, but within the permit area.

The exercise of the Kitsumkalum Government's rights under this paragraph will not unreasonably impede or obstruct the Permittee's reasonable use of the road, other than in instances of emergency.

- 1.07 **Waste assessments** must be conducted in accordance with the requirements of the applicable licences or associated cutting permits.

2.00 PERMIT AREA AND TERM

- 2.01 The permit area is that area of Kitsumkalum land described and shown on the Exhibit "A" map(s) attached to this Road Permit.
- 2.02 The term of this Road Permit begins on **DATE**, and terminates on the date when Kitsumkalum notifies the Permittee in writing that:
- (a) the road has been deactivated to Kitsumkalum's satisfaction; or
 - (b) future use of the road by others will preclude the need for deactivation; or
 - (c) the Road Permit is cancelled in accordance with the *Kitsumkalum Natural Resources Act*.
- 2.03 Upon termination or cancellation of this Road Permit, title to all improvements that are located on Kitsumkalum land under this Road Permit, will vest in the Kitsumkalum Government without compensation to the Permittee, unless otherwise permitted by prior written consent of Kitsumkalum or where other arrangements are described in Schedule "A".

3.00 TIMBER MARKS AND REPORTING

- 3.01 For purposes of the *Kitsumkalum Natural Resources Act* the timber mark(s) for this Road Permit is/are that mark(s) specified in the Schedule "A" and associated roads shown on the Exhibit "A" map(s).

4.00 FINANCIAL

- 4.01 In addition to other money payable by the Permittee under the *Kitsumkalum Natural Resources Act* and in respect of this Permit, the Permittee must pay to the Kitsumkalum Government, immediately on receipt of a notice, statement or invoice issued on behalf of the Kitsumkalum Government:
- (a) stumpage under the *Kitsumkalum Natural Resources Act* in respect of timber harvested under this Permit, at rates determined, re-determined, and varied under that Act; and

- (b) waste assessments for merchantable Kitsumkalum timber not harvested and for timber wasted.

5.00 APPROVALS

- 5.01 Prior to constructing, maintaining and using the road permitted under this Road Permit, the Permittee must, unless Kitsumkalum authorizes otherwise in writing:
 - (a) obtain all necessary permits or authorizations for crossing alienated lands including powerlines, pipelines, railroads, public roads, and agricultural land reserves; and
 - (b) obtain all necessary permits or authorizations from other resource agencies and any authorized third party occupiers or users of the clearing area.
- 5.02 Kitsumkalum authorizes the Permittee to construct a junction, where necessary, with another road on Kitsumkalum Land. The Permittee must ensure that any proposed junction provides for minimum sight distance, has sufficient junction angle and suitable road grade for the expected traffic. A culvert must be installed, as required, to maintain drainage patterns.

6.00 OTHER RIGHTS

- 6.01 The Permittee's rights under this Permit are subject to any other rights of use and occupation over the permit area and the clearing area which the Kitsumkalum Government has granted to third parties and the Permittee covenants not to obstruct or impede a third party in their authorized use or occupation of these areas.
- 6.02 Except where a mineral reserve established under *Kitsumkalum Natural Resources Act* allows otherwise, the Permittee covenants and agrees not to obstruct or impede the use of mineral tenures which have been, or which may be, issued to third parties.
- 6.03 The Permittee agrees to indemnify and save harmless the Kitsumkalum Government from and against all claims for loss or damage, whether caused by the Permittee's acts or omissions, including losses or damages arising out of the Permittee's interference or obstruction of a third Party's authorized use, or occupation of the permit area or clearing area.

7.00 MISCELLANEOUS

- 7.01 Where Kitsumkalum has approved the closing of a road or restricting its use, the Permittee must ensure that any access control structure erected to restrict motor vehicle traffic will not be, or become, a hazard to the users of the road. The structure shall be placed in a conspicuous location, with any gates adequately marked with permanent reflective material to be clearly visible to the operator of a motor vehicle from a safe stopping distance. Warning signs must be located to

give vehicle operator's adequate warning of the obstruction.

- 7.02 This Road Permit enures to the benefit of, and is binding on, the parties and their respective heirs, executors, successors and permitted assigns.
- 7.03 Where a Permittee wishes to communicate with its company vehicles by means of radio, the Permittee must post the radio frequency at the start of the road and will ensure that all of its company vehicles and those of its subcontractors use the posted radio frequency in an appropriate manner.
- 7.04 The Permittee will ensure the road(s) under this Permit is(are) signed with kilometre markers, except where the road(s) is(are) closed or deactivated.

8.00 INTERPRETATION

- 8.01 Definitions of terms not defined in this Road Permit have the same meaning as that given in any applicable legislation. In cases of conflict, the definition in the legislation governs.
- 8.02 In this Road Permit:
- (a) "clearing area" means that area of Kitsumkalum land bounded by the outer limits of the clearing width as described in legislation that pertains to the permit and activities under the permit, over the length of road shown on attached Exhibit "A" Map(s);
 - (b) "landing" means an area modified by equipment that is designed for accumulating logs before they are transported;
 - (c) "Lands" means Kitsumkalum Lands as defined in the Kitsumkalum Treaty;
 - (d) "Resources" means minerals, water, timber, and other flora and fauna owned or managed by Kitsumkalum on the Lands;
 - (e) "road" means a road, trail, or path, and their associated rights-of-way on or through Kitsumkalum Lands, or providing access to Kitsumkalum Resources;
 - (f) "Schedule" means the Schedule "A" attached to this Road Permit or amendments to this Road Permit;
 - (g) "Waste assessment" means a measurement - conducted in a manner acceptable to Kitsumkalum - of material not removed from the clearing area that meets the specifications described in Schedule "A".

9.00 NOTICE

- 9.01 A notice given under this Road Permit must be in writing.
- 9.02 A notice given under this Road Permit may be:
- (a) delivered by hand;

- (b) sent by mail;
 - (c) subject to paragraph 9.05, sent by facsimile transmission, to the address or facsimile number, as applicable, specified on the first page of this Road Permit, or to such other address or facsimile number as is specified in a notice given in accordance with this part; or
 - (d) sent by electronic transmission to the address specified on the first page of this Road Permit or to such other address that is specified in a notice given in accordance with this part.
- 9.03 If a notice is given under this Road Permit, it is deemed to have been given:
- (a) if it is given in accordance with Subparagraph 9.02(a), on the date it is delivered by hand;
 - (b) if it is given in accordance with Subparagraph 9.02(b), subject to paragraph 9.04, on the eighth day after its deposit in a Canada Post Office at any place in Canada;
 - (c) if it is given in accordance with Subparagraph 9.02(c), subject to paragraph 9.05, on the date it is sent by facsimile transmission; and
 - (d) if it is given in accordance with Subparagraph 9.02(d), is considered to have been received when the sender receives confirmation that the notice has been sent to the address specified under that subparagraph.
- 9.04 If, between the times a notice is mailed in accordance with Subparagraph 9.02(b) and the time it is actually received, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice is not deemed to be given until the party actually receives it.
- 9.05 If a notice is sent by facsimile transmission, the Party sending the notice must take reasonable steps to ensure that the transmission has been successfully completed.

DATED: _____

Name of Authorized Signatory
 Kitsumkalum Government

SCHEDULE “A”

1.00 RIGHTS OF ACCESS

- 1.01 Tenure: ***PROVIDE timber, mineral, commercial recreation, etc TENURE NUMBER, e.g Forest Licence TKM001***
- 1.02 Access through Kitsumkalum Land to Crown Land for Commercial or Industrial Purposes: ***PROVIDE CROWN’s TENURE NUMBER, or Letter of Authorization from Canada or BC***

(Note: there will have to be something in Kitsumkalum Legislation that says any use of or access to roads on Kitsumkalum Lands must be Permitted; followed by a statement that Km Citizen and general public access to and use of Kitsumkalum Roads for non-commercial purposes is Permitted (– therefore all other uses will need to be Permitted)

2.00 SPECIAL PROVISIONS

- 2.01 Timber Merchantability Specifications:
 - (a) Timber harvested under authority of this Road Permit shall be cut to the following minimum specification:

PROVIDE TIMBER SPEC’s

OR

“As per specifications associated with Forest Licence TKM001”

- 2.02 Timber Mark:
 - (a) For those roads shown on the applicable Exhibit “A” map(s) referred to in paragraph 2.01 of the Road Permit, the timber mark shall be;

ROAD PERMIT NUMBER	TIMBER MARK
<i>R001</i>	<i>KKM 001</i>

EXHIBIT A



MAP OF : R21831 (shown in bold black)		
FOREST REGION : RSK FOREST DISTRICT : DKM	TSA : 10 LAND DISTRICT : CASSIAR DISTRICT	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 10
ESF SUBMISSION ID : 1719726 BCGS MAPSHEET NO : 103P.007	SCALE : 1:10000 at ANSI A Size Length (Km): 0.283	DRAWN BY : FTA DATE : Nov 22, 2017
	UTM : 9 NAD : NAD 83	

Kitsumkalum Treaty Appendices	
<p>Legend</p> <ul style="list-style-type: none"> Tenure Application Tenure Road Application Retired Tenure Road P of C P of T Tenure Feature Range TFL Provincial Forest Forest Service Road Highway Municipal Road Non Status Road Recreation Trails Road Permit SUP Road Right of Way Schedule B CP Road Mineral Tenure Points Cities Waterbodies River/Stream Coastline / Island 	<p>A (Length: 0.137 Km, RW: 75 m) PofC UTM9 518659, 6097539 PofT UTM9 518795, 6097519 B (Length: 0.145 Km, RW: 75 m) PofC UTM9 516982, 6098267 PofT UTM9 517119, 6098315</p>

SAMPLE

Location map to be inserted here

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

**Part 2: Applicable Forms of Documents for Interests on Former Provincial Crown Land
Listed in Appendix G-2**

Document 7. Licence of Occupation for Commercial Quarrying

Note: The Parties will update the Appendices before the Effective Date.

THIS AGREEMENT is dated for reference «DOCUMENT_REFERENCE_DATE» and is made under the *Land Act*.

BETWEEN:

(the “”)

AND:

«DB_ADDRESS_STREET_TENANT»

(the “Licensee”)

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

“**Actual Production**” means the amount of material measured in cubic metres removed from the Land during a Licence Period, as verified in the Production Report for that Licence Period;

“**Agreement**” means this licence of occupation;

“**Commencement Date**” means _____

“**Disposition**” has the meaning given to it in the *Land Act* and includes a licence of occupation;

“**Fees**” means the fees set out in Article 3;

“**Hazardous Substances**” means any substance which is hazardous to persons, property or the environment, including without limitation

- (a) waste, as that term is defined in the *Environmental Management Act*; and
- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

“Improvements” includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Land” means that part or those parts of the land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule” except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

“Licence Period” means the first 12 month period of the Term beginning on the Commencement Date and each successive 12 month period thereafter.

“Management Plan” means the most recent management plan, development plan or investigative plan, prepared by you in a form specified by us, approved by us, signed and dated by the parties, and held by us in the Crown Land Registry;

“Operating Record” means a record of all material removed from the Land and includes weigh scale data, quantity surveyor’s reports, production and shipping schedules, income statements and all other documents and records kept by you in connection with your quarrying operation on the Land;

“Production Report” means a report that contains

- (a) a detailed statement showing the quantity of material removed from the Land during the Licence Period covered by the report, and
- (b) your Statutory Declaration in a form satisfactory to us confirming without qualification that the statement contained in the Production Report is true;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Production Fee” means the production fee referred to in Article 3;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the _____ alone and never refers to the combination of the _____ and the Licensee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole

discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.
- 1.14 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any conditions or qualifications that may be set in the Management Plan.
- 1.15 In the event of any conflict between the Management Plan and the terms and conditions of any other part of this Agreement, the terms and conditions of any other part of this Agreement shall prevail.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for «PURPOSE_SPECIFIC» purposes, as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on _____ and terminates on _____ or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

- 3.1 You will pay to us
 - (a) for the first year of the Term, Fees of \$«FLAT_FEE», payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Fees either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.
- 3.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Fees payable by you under subsection 3.1(b) for the subsequent year of the Term and we will establish such Fees in

accordance with our policies applicable to your use of the Land under this Agreement.

- 3.3 If we do not give notice to you under section 3.2, the Fees payable by you under subsection 3.1(b) for the year for which notice was not given will be the same as the Fees payable by you for the preceding year of the Term.
- 3.4 In addition to the Fee set out in section 3.1, you must also pay the following production fees:
- (a) For the first year of the Term, a production fee in an amount equal to \$ «PRODUCTION_FEE» of Actual Production payable at the times and in the manner specified in section 3.5; and
 - (b) For each year during the remainder of the Term, the Production Fee, either determined by us under section 3.6 or established under section 3.7 and payable at the times and in the manner specified in section 3.5.
- 3.5 You will within 15 days after the end of each Licence Period deliver to us a Production Report for that Licence Period together with a certified cheque in a sum equal to the Production Fee payable under sections 3.4 (a) or (b) for the Actual Production for that Licence Period.
- 3.6 We may, by notice in writing to you not less than 15 days before the start of a Licence Period, increase the Production Fee payable under sections 3.4 (a) or (b) for that Licence Period, and where such an increase is made, the Production Fee shall be calculated and paid accordingly.
- 3.7 If we do not give you notice under section 3.6 with respect to any Licence Period, the Production Fee payable for that Licence Period shall be equal to the Production Fee payable for the immediately preceding Licence Period.
- 3.8 We will not levy a Production Fee for any material removed from the Land used by you in the construction and maintenance of public works projects.
- 3.9 You must
- (a) during the Term of this Licence maintain the Operating Record in such form and containing such information as we may reasonably require, and
 - (i) permit us to attend at your offices to examine the Operating Record during normal office hours, and
 - (ii) within 10 days of receiving a written request from us, deliver to us copies of the Operating Record;
 - (b) establish and maintain proper books of account, making true entries of all dealings and transactions in relation to your quarrying operation on the Land, and at all reasonable times furnish us such information relating to your quarrying operation as we may reasonably require;

- (c) upon receipt of our written request, cause an independent quantity survey to be undertaken by a qualified Professional Engineer or British Columbia Land Surveyor, to confirm the actual amount of material removed from the Land during the preceding Licence Period;

ARTICLE 4 - OBLIGATIONS

4.1 You must

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and health and safety, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only as permitted in the Management Plan in accordance with the purposes set out in section 2.1;
- (g) not make, construct, place, anchor or affix any Improvements in, on or to the Land

except as permitted in the Management Plan and as necessary for the purposes set out in section 2.1;

- (h) within 3 months of a written request from us, provide us with a decommissioning or reclamation plan, in a form acceptable to us, that meets the requirements set out in this agreement, including the Management Plan if applicable;
- (i) not make, construct, place, anchor, or affix any Improvements in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access; despite the foregoing, you will be deemed to not be in breach of this subsection so long as:

- (iii) you are the owner of an upland property adjacent to the Land and your activities on the Land only interfere with riparian rights of access held by you; or
- (iv) each owner of any upland property adjacent to the Land whose rights of riparian access are infringed by your activities undertaken within the Land remains bound by an agreement in which that owner consents to any such infringement. Any such agreement must be in a form and on terms acceptable to us, including, if we so require that the agreement be in a form appropriate for registration in a Land Title Office against the title of the upland property.

You acknowledge that if any such agreement ceases to be binding on an upland owner or is found to be ineffective or unenforceable for any reason then you remain responsible for complying with this subsection and we may terminate this Agreement in accordance with Article 8 if you fail to satisfy your obligations under this subsection;

- (j) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (k) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged,

unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

- (l) not cut or remove timber on or from the Land without
 - our prior written consent
- (m) (i) maintain all Improvements on the Land in an adequate state of repair, to our satisfaction;
- (n) not dredge or excavate the Land or deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;
- (o) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another Disposition or in connection with the use of Land apart from this Agreement, unless you obtain our prior written approval;
- (p) at our written request and at your expense, construct fences in the locations on the Land and to the standards required by us within the time specified by us;
- (q) obtain and maintain in good standing during the Term all permits, permissions, licences, approvals and agreements required in order to use and occupy the Land for the purpose described in Article 2.1 and deliver copies of such to us upon request;
- (r) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey that shows the location of all buildings and other structures owned, placed on, constructed or used by you on the Land within one year of the date of the request;
- (s) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify us;
- (t) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (u) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:

- (i) any breach, violation or non-performance of a provision of this Agreement,
- (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
- (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (v) on, or before the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under a Disposition to an unrelated third party, and
 - (v) unless otherwise specified in the Management Plan, restore the surface of the Land to the condition that the Land was in on the Commencement Date, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,
 - (vi) unless otherwise specified in the Management Plan, restore the surface of the Land to the condition that the Land was in on «RESTORE_SURFACE_DATE», but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,
 - (vii) unless otherwise specified in the Management Plan, restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this

Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Agreement.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement; or
- (e) if applicable, as a result of the use of the Land under prior agreements for the same

purpose;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) other persons may hold or acquire rights to use the Land in accordance with enactments; such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (b) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a):

- (c) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (a), or any other applicable enactment;
- (d) you will not commence or maintain trespass proceedings in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a);
- (e) except as otherwise authorised in this Agreement, you will not interfere with our access over the Land;
- (f) during the term of this Agreement, no building, mobile home or unit, or modular home shall be constructed, altered, reconstructed, moved, extended or located except where you have provided us with a signed and stamped engineering report completed by a professional engineer experienced in hydrotechnical and geotechnical engineering, registered in the Province of British Columbia, certifying that the Land may be used safely in the manner and for the use intended;
- (g) the engineering report referred to in the previous subsection shall be completed to our satisfaction and shall contain provisions respecting the use of the Land to reduce the potential for property damage, injury or possible loss of life, including, without restricting the generality of the foregoing, provisions respecting
 - (i) the siting, structural design and maintenance of buildings, structures or protective works on the Land;
 - (ii) the maintenance or planting of vegetation on the Land;
 - (iii) the placement and maintenance of fill on the Land; or
 - (iv) other conditions for the safe use of the Land or of the buildings, structures or protective works on the Land;
- (h) upon completion of a satisfactory engineering report, this Agreement will be amended to reflect the conditions of the engineering report;
- (i) on behalf of yourself and your successors and assigns, you acknowledge that we do not represent to you, or to any other person that any Improvement or chattel, including the contents of any Improvement, on the Land will not be damaged by flooding or erosion and, on behalf of yourself and your successors and assigns, with full knowledge of the potential flood, erosion or debris flow danger,
 - (i) you agree to indemnify and to save us and our employees, servants or agents harmless from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which we or any of our employees, servants or agents, may suffer or

incur or be put to arising out of or in connection with any breach of any proviso on your part or your heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Land, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of them, built, constructed or placed on the Land, caused by flooding, erosion or some such similar cause; and

- (ii) you remise, release and forever discharge us and our employees, servants or agents from all manner of actions, causes of action, suits, debts, accounts, covenants, contracts, claims and demands which you or any of your heirs, executors, administrators, successors and assigns may have against us and our employees, servants or agents for and by reason of any personal injury, death or loss or damage to the Land, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Land, caused by flooding, erosion or some such similar cause;
- (j) nothing in this Agreement shall prejudice or affect our rights, powers and remedies in relation to you, including your heirs, executors, administrators, successors and assigns, or the Land, under any law, bylaw, order or regulation or in equity, all of which rights, powers and remedies may be fully and effectively exercised by us as if this Agreement had not been made by the parties;
- (k)
- (l) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (m) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(v)(ii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land on termination or within the time period provided for in the direction or permission given under paragraph 4.1(v)(iv); and
- (n) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$ _____ which will

- (a) guarantee the performance of your obligations under this Agreement;
- (b) be in the form required by us; and
- (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other Dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we provide the written notice described in section 6.1(c) we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:

- (a) Commercial General Liability and, if applicable Marine General Liability insurance in an amount of not less than \$_____ inclusive per occurrence insuring against liability for personal injury, bodily injury and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured but only with respect to liability arising out of the activities of the named insured;
- (b) Sudden and accidental pollution endorsement on the Commercial General Liability insurance policy with a limit of liability not less than two million dollars (\$2,000,000); or if such endorsement is unavailable sudden and accidental pollution insurance

insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the performance of this Agreement by you with a limit of liability not less than two million dollars (\$2,000,000) per occurrence, including provision to provide 30 days advance notice to us of material change or cancellation, and the policy shall include us as additional insured;

- (c) Environmental Impairment Liability (Pollution Legal Liability) insurance insuring against bodily injury, property damage, and cleanup expenses (including removal and/or transit and disposal of contaminants) arising from gradual or sudden pollution events arising from the performance of this Agreement by you in an amount not less than two million dollars (\$2,000,000) per occurrence, including provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured. If this insurance is written on a claims-made basis it must include the option to purchase an extended reporting period of 24 months beyond the date of cancellation or expiry of this Agreement;
- (d) Aviation Liability insurance on all aircraft operated or used in the performance of this Agreement insuring against bodily injury, property damage, and passenger liability, in an amount not less than the limits of liability imposed by any Canadian Aviation Regulation and in any event not less than a per occurrence combined single limit of:
 - (i) One million dollars (\$1,000,000) for aircraft carrying pilot only (no passengers), or
 - (ii) three million dollars (\$3,000,000) for aircraft up to 5 passenger seats, or
 - (iii) three million dollars (\$3,000,000) plus one million dollars (\$1,000,000) for each additional passenger seat for aircraft up to 10 passenger seats, or
 - (iv) ten million dollars (\$10,000,000) for aircraft over 10 passenger seats;

and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation and include us as additional insured. Where applicable, such policy will also include coverage for aerial drift or misapplication of fertilizers or herbicide chemicals in an amount not less than fifty thousand dollars (\$50,000) per occurrence;

- (e) Airport Premises and Operations Liability in an amount not less than five million dollars (\$5,000,000) per accident or occurrence, and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (f) Watercraft liability insurance on all watercraft operated or used in the performance of this Agreement by you (including rented watercraft), in an amount not less than the limits of liability imposed by the *Marine Liability Act* and in any event not less than \$«INSURANCE_AMOUNT» and such policy will include cross liability, provision to

provide 30 days advance notice to us of material change or cancellation, and include us as additional insured and if applicable, include coverage for marine towing operations;

6.7 You must

- (a) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (b) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance;
- (c) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance;
- (d) notwithstanding subsection (b) or (c) above, if requested by us, provide to us certified copies of the required insurance policies.

6.8 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us proof of all insurance then required to be maintained by you under this Agreement.

6.9 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.10 You waive all rights of recourse against us with regard to damage to your own property arising from any source whatsoever.

6.11 Despite sections 6.6 and 6.7, your obligations under those sections are suspended for so long as we in our sole discretion acknowledge our acceptance to you in writing your alternative risk financing program in respect of the matters covered by those sections.

If, in our sole discretion, your alternative risk financing program in respect of the matters covered by sections 6.6 and 6.7 is no longer acceptable to us, we will provide written notice to you and you must, within 60 days of such notice, obtain and provide to us evidence of compliance with section 6.6 of this Agreement.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with other provisions of this Agreement, or
 - (iii) and you fail to rectify such default or failure within the time period specified in a written notice from us requesting you to do so,
 - (b) if you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for ___ weeks after we give written notice of the failure to you;
 - (c) if you fail to maintain in good standing any Disposition or other licence, permit, or agreement in any way related to your use and occupation of the Land under this Agreement, including without limitation the «CROSS_CANCELLATION_DETAILS»;
 - (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
 - (e) if you are a corporation and,

- (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
- (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society and you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (g) if this Agreement is taken in execution or attachment by any person
- (h) this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, before resorting to arbitration or litigation the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

to you

«DB_ADDRESS_MAILING_TENANT»;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and

- (b) you diligently attempt to remove the delay.

11.6 You acknowledge and agree with us that

- (a) this Agreement has been granted to you on the basis that you accept the Land on an “as is” basis;
- (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land;
 - (v) the application of any federal or provincial enactment or law to the Land; and
 - (vi) the existence, availability or quality of access or service to the Land now or in the future;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a “site profile” under the *Environmental Management Act*;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or

improve existing access roads.

11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED BY
«DB_NAME_TENANT»

SIGNED on behalf of «DB_NAME_CORPORATION»
by a duly authorized signatory

Authorized Signatory

SIGNED on behalf of «DB_NAME_CORPORATION»
By its authorized signatories

Authorized Signatory

Authorized Signatory

SIGNED on behalf _____
of by its general _____
partner

BY: _____

BY: _____

LEGAL DESCRIPTION SCHEDULE

LEGAL DESCRIPTION: «DB_LEGAL_DESCRIPTION»

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

**Part 2: Applicable Forms of Documents for Interests on Former Provincial Crown Land
Listed in Appendix G-2**

Document 8. Lease for Sawmill

Note: The Parties will update the Appendices before the Effective Date.

THIS AGREEMENT is dated for reference DATE.

BETWEEN:

KITSUMKALUM

AND:

(the “Lessee”)

For valuable consideration, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement

“**Agreement**” means this General Instrument;

“**Artifact or Feature**” means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

“**Commencement Date**” means «COMMENCEMENT_DATE»;

“**disposition**” means an act of disposal or an instrument by which the act of disposal is effected or evidenced, or by which an interest in land is disposed of or effected, or by which Kitsumkalum divests itself of or creates an interest in land and includes a licence of occupation;

“**Hazardous Substances**” means any substance which is hazardous to persons, property or the environment, including without limitation

- (a) waste, as that term is defined in the *Environmental Management Act*; and
- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

“**Improvements**” includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Kitsumkalum Law” means a law made by Kitsumkalum

“Land” means the land described in item 2 of Part 1 of this General Instrument t [consider if not registered: that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:]

“Management Plan” means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Rent” means the rent set out in Article 3;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Transferor alone and never refers to the combination of the Transferor and the Transferee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Transferee.

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia and applicable Kitsumkalum Laws.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of

British Columbia.

- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any Kitsumkalum legislation, regulations, or other enactments or any policy, directive, executive direction or other such guideline of general application.
- 1.14 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the Land for operating and maintaining a sawmill and associated infrastructure purposes, as set out in the Management Plan.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the «TERMINATION_ANNIVERSARY_NUMBER» anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - RENT

- 3.1 You will pay to us
- (a) for the first year of the Term, Rent of \$«FLAT_RENT», payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Rent either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.
- 3.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Rent payable by you under subsection 3.1(b) for the subsequent year of the Term and we will establish such Rent in accordance with British Columbia policies under the *Land Act* applicable to your use of the Land under this Agreement.
- 3.3 If we do not give notice to you under section 3.2, the Rent payable by you under subsection 3.1(b) for the year for which notice was not given will be the same as the Rent payable by you for the preceding year of the Term.

ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
 - (i) the Rent to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
 - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of

- Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
 - (ii) the provisions of this Agreement;
 - (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
 - (e) not commit any wilful, voluntary or permissive waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
 - (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
 - (g) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
 - (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that you are required to hold back under the *Builders Lien Act* or any similar Kitsumkalum Law
 - (i) if any claim of lien over the Land is made under the *Builders Lien Act* or any similar Kitsumkalum Law, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
 - (j) not cut or remove timber on or from the Land without our prior written consent;
 - (k) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;

- (l) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (m) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
 - (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (n) on, or before the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,
 - (ii) within «DEADLINE_REMOVE_IMPROVEMENTS» days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
 - (iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (iv) restore the surface of the Land to the condition described in the Management Plan, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will cease and vest in us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

4.7 We will provide you with quiet enjoyment of the Land

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act* and vested in Kitsumkalum;
- (b) other persons may hold or acquire rights to use the Land in accordance with Kitsumkalum Law; such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, by way of easement, right of way or statutory right of way, to any person, and, upon such consent being given you will, if required by us, execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way;

- (d) for the purpose of subsection (c), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would have a material adverse impact on your use of the Land under this Agreement;
- (e) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (f) if a proposed disposition under subsection (c) will not have a material adverse impact on your use of the Land under this Agreement you must not require any payment, whether as compensation or any other charge, as a condition of your consent to that disposition;
- (g) you will not commence or maintain trespass proceedings in respect of any interference with your use of the Land under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (h) any interference with your use of the Land under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsection (a), (b) and (c) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (i) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (j) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (k) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(m)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(m)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(m)(iii); and
- (l) if, after the termination of this Agreement, we permit you to remain in possession of the

Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$«SECURITY_AMOUNT» which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Rent and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 6.6 You must
- (a) without limiting your obligations or liabilities under this Agreement, at your expense,

purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:

- (i) Commercial General Liability insurance in an amount of not less than \$«INSURANCE AMOUNT» inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in a form satisfactory to Kitsumkalum;
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in a form satisfactory to Kitsumkalum;
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us proof of all insurance then required to be maintained by you under this Agreement in a form satisfactory to Kitsumkalum.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.6.
- 7.3 For the purposes of this article, a change in control of the lessee constitutes an assignment.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
 - (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
 - (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
 - (d) if you are a corporation,

- (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
- (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under Kitsumkalum Law.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in «ARBITRATION_CITY», British Columbia, and if we or our authorized representative have no office in «ARBITRATION_CITY», British Columbia, then our offices (or the offices

of our authorized representative) that are closest to «ARBITRATION_CITY», British Columbia.

- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

«DB_ADDRESS_KITSUMKALUM»;

to you

«DB_ADDRESS_MAILING_TENANT»;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by the time reasonably required to perform the obligation, provided that:
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an “as is” basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;

- (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or provincial enactment or law to the Land;
 - (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
 - (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a “site profile” under the *Environmental Management Act* or any regulations made under that act;
 - (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
 - (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

END OF DOCUMENT

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

**Part 2: Applicable Forms of Documents for Interests on Former Provincial Crown Land
Listed in Appendix G-2**

Document 9. Licence of Occupation for Heli Skiing

Note: The Parties will update the Appendices before the Effective Date.

THIS AGREEMENT is dated for reference «DOCUMENT_REFERENCE_DATE».

BETWEEN:

(the “Licensor”)

AND:

(the “Licensee”)

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

“**Agreement**” means this licence of occupation;

“**Client**” means a person from whom you accept a fee to undertake a recreational activity.

“**Client Day**” means each calendar day, or portion of a calendar day, that a Client is on the Land;

“**Client Rate**” means \$ _____ for each Client Day in each year of the Term;

“**Artifact or Feature**” means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity

“**Commencement Date**” means _____;

“**Disposition**” means an act of disposal or an instrument by which the act of disposal is effected or evidenced, or by which an interest in land is disposed of or effected, or by which Kitsumkalum divests itself of or creates an interest in land and includes a licence of occupation;

“**Fees**” means the fees set out in Article 3;

“**Hazardous Substances**” means any substance which is hazardous to persons, property or the

environment, including without limitation

- (a) waste, as that term is defined in the *Environmental Management Act*; and
- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

“Improvements” includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Kitsumkalum Law” means a law made by Kitsumkalum.

“Land” means that part or those parts of the land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule”;

“Management Plan” means the most recent management plan, development plan or investigative plan, prepared by you in a form specified by us, approved by us, signed and dated by the parties;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Licensor alone and never refers to the combination of the Licensor and the Licensee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Licensee.

1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not

define or in any way limit the scope or intent of this Agreement.

- 1.4 This Agreement will be interpreted according to the applicable laws of Kitsumkalum or of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any Kitsumkalum legislation, regulations, or other enactments or any policy, directive, executive direction or other such guideline of general

application.

- 1.14 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any conditions or qualifications that may be set in the Management Plan.
- 1.15 In the event of any conflict between the Management Plan and the terms and conditions of any other part of this Agreement, the terms and conditions of any other part of this Agreement shall prevail.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for «PURPOSE_SPECIFIC» purposes, as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on «COMMENCEMENT_DATE» and terminates on «TERMINATION_DATE» or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.
- 2.3 For greater clarity, “Land” does not include land which is within a:
- (a) protected area, including ecological reserves, parks and conservancies;
 - (b) lease, unless the lease agreement allows for public access;
 - (c) authorized tenure where your activity would interfere with the rights of that tenure-holder, unless you have that tenure-holder’s express consent;
 - (d) areas restricted, reserved or regulated by statute, unless public access is permitted; or
 - (e) posted or signed areas, including private roads, which prohibit some or all activities; all of which is your sole responsibility to determine.

ARTICLE 3 - FEES

- 3.1 _____

ARTICLE 4 - OBLIGATIONS

4.1 You must

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and health and safety, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us;
- (e) not commit any wilful, voluntary, or permissive waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only as permitted in the Management Plan in accordance with the purposes set out in section 2.1;
- (g) not make, construct, place, anchor or affix any Improvements in, on or to the Land except as permitted in the Management Plan and as necessary for the purposes set out in section 2.1;
- (h) within 3 months of a written request from us, provide us with a decommissioning or reclamation plan, in a form acceptable to us, that meets the requirements set out in this agreement, including the Management Plan if applicable;
- (i) provide to us, within 30 days of receiving a request from us, all reports and records we

- may request from you concerning your activities under this Agreement and all other matters related to this Agreement;
- (j) not make, construct, place, anchor, or affix any Improvements in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan or otherwise, do not:
- (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access; despite the foregoing, you will be deemed to not be in breach of this subsection so long as:

- (iii) you are the owner of an upland property adjacent to the Land and your activities on the Land only interfere with riparian rights of access held by you; or
- (iv) each owner of any upland property adjacent to the Land whose rights of riparian access are infringed by your activities undertaken within the Land remains bound by an agreement in which that owner consents to any such infringement. Any such agreement must be in a form and on terms acceptable to us, including, if we so require that the agreement be in a form appropriate for registration in a Land Title Office against the title of the upland property.

You acknowledge that if any such agreement ceases to be binding on an upland owner or is found to be ineffective or unenforceable for any reason then you remain responsible for complying with this subsection and we may terminate this Agreement in accordance with Article 8 if you fail to satisfy your obligations under this subsection;

- (k) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act* or any similar enactment of Kitsumkalum Law;
- (l) if any claim of lien over the Land is made under the *Builders Lien Act* or any similar enactment of Kitsumkalum Law for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

- (m) not , in connection with your entry upon, use or occupation of the Land, fly within 2,000 metres horizontal or 500 metres vertical of caribou unless required to protect human health and safety;
- (n) not cut or remove timber on or from the Land without our prior written consent;
- (o) maintain all Improvements on the Land in an adequate state of repair, to our satisfaction;
- (p) not dredge or excavate the Land or deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;
- (q) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another Disposition or in connection with the use of Land apart from this Agreement, unless you obtain our prior written approval;
- (r) at our written request and at your expense, construct fences in the locations on the Land and to the standards required by us within the time specified by us;
- (s) obtain and maintain in good standing during the Term all permits, permissions, licences, approvals and agreements required in order to use and occupy the Land for the purpose described in Article 2.1 and deliver copies of such to us upon request;
- (t) if any soil is disturbed by you as a result of your construction, use or maintenance of the Improvements, at your expense, restore the surface of the Land to a condition satisfactory to us;
- (u) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey that shows the location of all roads, buildings and other structures owned, placed on, constructed or used by you on the Land within one year of the date of the request;
- (v) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any Artifact or Feature on or under the Land, you must:
 - i. promptly notify Kitsumkalum;
 - ii. immediately cease any further activity that could affect the Artifact or Feature;
 - iii. take reasonable measures to protect the Artifact or Feature; and
 - iv. comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a Kitsumkalum' cultural heritage policy;

- (w) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (x) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
- (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,
- and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (y) on, or before the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under a Disposition to an unrelated third party, and
 - (v) unless otherwise specified in the Management Plan, restore the surface of the Land to the condition that the Land was in on the Commencement Date, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

- (vi) unless otherwise specified in the Management Plan, restore the surface of the Land to the condition that the Land was in on «RESTORE_SURFACE_DATE», but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,
- (vii) unless otherwise specified in the Management Plan, restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Agreement.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time, if we request and if you are in breach of your obligations under this

Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement; or
- (e) if applicable, as a result of the use of the Land under prior agreements for the same purpose;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests,

rights, privileges and titles referred to in section 50 of the *Land* Act and vested in Kitsumkalum;

- (b) other persons may hold or acquire rights to use the Land in accordance with enactments of Kitsumkalum; such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under Kitsumkalum Law; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain trespass proceedings in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) except as otherwise authorised in this Agreement, you will not interfere with lawful public access over the Land;
- (h) you will make no claim against us or any person acting under the authority of any enactment of Kitsumkalum for compensation, in damages or otherwise, if the Land becomes unsuitable for the purposes set out in this Agreement;
- (i) notwithstanding anything to the contrary in this Agreement, if we, in our sole discretion, determine that the Land is required for flooding purposes in connection with a hydro electric power project, we may cancel this Agreement on 90 days written notice to you, and where we cancel this Agreement under this provision, neither you nor any person claiming under you shall be entitled to any form of compensation;
- (j) you are aware of and, on behalf of yourself and your heirs, executors, administrators, successors and assigns, hereby acknowledge that there is a potential flood, erosion and debris flow danger to the Land from «WATER_HAZARD_NAME»;

- (k) during the term of this Agreement, no building, mobile home or unit, or modular home shall be constructed, altered, reconstructed, moved, extended or located except where you have provided us, the building inspector for the local government in which the Land is located (the “Building Inspector”), if applicable, and the regional Water Manager of the ministry responsible for the *Water Sustainability Act* with a signed and stamped engineering report completed by a professional engineer experienced in hydrotechnical and geotechnical engineering, registered in the Province of British Columbia, certifying that the Land may be used safely in the manner and for the use intended;
- (l) nothing in this Agreement shall prejudice or affect our rights, powers and remedies in relation to you, including your heirs, executors, administrators, successors and assigns, or the Land, under any law, bylaw, order or regulation or in equity, all of which rights, powers and remedies may be fully and effectively exercised by us as if this Agreement had not been made by the parties;
- (m) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (n) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(v)(ii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land on termination or within the time period provided for in the direction or permission given under paragraph 4.1(v)(iv); and
- (o) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us Security in the amount of \$ _____ which will:

- (a) guarantee the performance of your obligations under this Agreement;
- (b) be in the form required by us; and
- (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other Dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we provide the written notice described in section 6.1(c) we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

- 6.6 You must without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
- (a) Commercial General Liability and, if applicable Marine General Liability insurance in an amount of not less than \$«INSURANCE_AMOUNT» inclusive per occurrence insuring against liability for personal injury, bodily injury and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured but only with respect to liability arising out of the activities of the named insured;
 - (b) Sudden and accidental pollution endorsement on the Commercial General Liability insurance policy with a limit of liability not less than \$«INSURANCE_AMOUNT»; or if such endorsement is unavailable sudden and accidental pollution insurance insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the performance of this Agreement by you with a limit of liability not less than «INSURANCE_AMOUNT» per occurrence, including provision to provide 30 days advance notice to us of material change or cancellation, and the policy shall include us as additional insured;
 - (c) Environmental Impairment Liability (Pollution Legal Liability) insurance insuring

against bodily injury, property damage, and cleanup expenses (including removal and/or transit and disposal of contaminants) arising from gradual or sudden pollution events arising from the performance of this Agreement by you in an amount not less than «INSURANCE_AMOUNT» per occurrence, including provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured. If this insurance is written on a claims-made basis it must include the option to purchase an extended reporting period of 24 months beyond the date of cancellation or expiry of this Agreement;

- (d) Aviation Liability insurance on all aircraft operated or used in the performance of this Agreement insuring against bodily injury, property damage, and passenger liability, in an amount not less than the limits of liability imposed by any Canadian Aviation Regulation and in any event not less than a per occurrence combined single limit of:
- (i) «INSURANCE_AMOUNT» for aircraft carrying pilot only (no passengers), or
 - (ii) «INSURANCE_AMOUNT» for aircraft up to 5 passenger seats, or
 - (iii) «INSURANCE_AMOUNT» plus «INSURANCE_AMOUNT» for each additional passenger seat for aircraft up to 10 passenger seats, or
 - (iv) «INSURANCE_AMOUNT» for aircraft over 10 passenger seats;

and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation and include us as additional insured. Where applicable, such policy will also include coverage for aerial drift or misapplication of fertilizers or herbicide chemicals in an amount not less than «INSURANCE_AMOUNT» per occurrence;

- (e) Airport Premises and Operations Liability in an amount not less than «INSURANCE_AMOUNT» per accident or occurrence, and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (f) Watercraft liability insurance on all watercraft operated or used in the performance of this Agreement by you (including rented watercraft), in an amount not less than the limits of liability imposed by the *Marine Liability Act* and in any event not less than «INSURANCE_AMOUNT» and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured and if applicable, include coverage for marine towing operations;

6.7 You must

- (a) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;

- (b) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in a form satisfactory to Kitsumkalum;
- (c) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in a form satisfactory to Kitsumkalum;
- (d) notwithstanding subsection (b) or (c) above, if requested by us, provide to us certified copies of the required insurance policies.

6.8 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us proof of all insurance then required to be maintained by you under this Agreement in a form satisfactory to Kitsumkalum.

6.9 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement.

6.10 You waive all rights of recourse against us with regard to damage to your own property arising from any source whatsoever.

ARTICLE 7 - ASSIGNMENT

7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may, in our sole discretion, withhold.

7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.14.

ARTICLE 8 - TERMINATION

8.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or

- (ii) fail to observe, abide by and comply with other provisions of this Agreement, or
- (iii) in our opinion, fail to make diligent use of the Land for the purposes set out in this Agreement;

and you fail to rectify such default or failure within the time period specified in a written notice from Kitsumkalum requesting you to do so,

- (b) if you fail to maintain in good standing any Disposition or other licence, permit, or agreement in any way related to your use and occupation of the Land under this Agreement, including without limitation the «CROSS_CANCELLATION_DETAILS»;
- (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation and,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society and you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the Kitsumkalum public interest to cancel this Agreement and we have given you 90 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

- 8.2 You agree with us that
- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
 - (b) our remedies under this Article are in addition to those available to us under applicable law including Kitsumkalum Law

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, before resorting to litigation the parties will make reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Notwithstanding section 9.1, either party may, at any time, apply to a court of competent jurisdiction for interim or conservatory relief.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:
- to us
- «DB_ADDRESS_KITSUMKALUM»;
- to you
- «DB_ADDRESS_MAILING_TENANT»;
- or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.
- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by the time reasonably required to perform the obligation provided that:
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an “as is” basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;

- (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land;
 - (v) the application of any federal or provincial enactment or law to the Land; and
 - (vi) the existence, availability or quality of access or service to the Land now or in the future;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a “site profile” under the *Environmental Management Act*;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.

11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

ARTICLE 12 – MANAGEMENT PLAN

12.1 Despite any other provision of this Agreement, we may revise the Management Plan at any time, and from time to time, during the Term for any reason whatsoever provided we comply with the requirements of this Article 12. We may determine, in our sole discretion, whether there is reason to revise the Management Plan and the type and scope of the required revision. For the purpose of this Article 12 a revision to a Management Plan may include any amendment, deletion, substitution or any other change whatsoever to the whole or any part of

the Management Plan and may include the specifications of any area that will no longer constitute a part of the Land.

12.2 Subject to sections 12.3 and 12.4, the revision of a Management Plan must be made in accordance with the following procedure:

(a) we must give you written notice (an "Initial Notice") of the proposed revision which notice must set out in reasonable detail:

- (i) the reason for the revision;
- (ii) the particulars of the revision;
- (iii) the effective date of the revision; and

we must also specify in the Initial Notice a reasonable time period during which you may inform us of any comments or concerns that you have regarding the proposed revision;

(b) following the time period specified in the Initial Notice we must deliver to you a written notice (a "Final Notice") advising whether we intend to proceed with the proposed revision as set out in the Initial Notice, and providing you with particulars of any changes to those matters dealt with in the Initial Notice; we must also specify in the Final Notice a reasonable time by which you may deliver to us a written notice (an Objection) setting out in reasonable detail any objections that you have in regard to the proposed revision;

(c) if you do not deliver an Objection within the time required the Management Plan will be deemed to be amended as set out in the Final Notice;

(d) if you deliver an Objection to us within the time required the Objection will be reviewed by a Kitsumkalum. Kitsumkalum may decide in its sole discretion whether the Final Notice should be varied in any respect and will inform you of this decision in writing. Upon the delivery of the decision to you the Management Plan will be deemed to be revised as set out in the decision;

(e) unless you consent in writing or unless section 12.3 applies the effective date of a revision to a Management Plan must not be sooner than one year after the date that the Final Notice is delivered to you or, if a decision has been made under section 12.2(d) then one year after the delivery to you of that decision.

12.3 If we determine that there are urgent circumstances that require a Management Plan to be revised more quickly than the time allowed by section 12.2(e), which determination must, for greater certainty, be made by us acting reasonably, we must include with the Initial Notice reasonable particulars of such urgent circumstances and we may specify in the Initial Notice such shortened time period for revising the Management Plan. For the purpose of this section

12.3 urgent circumstances include, without limitation, the need to respond to public safety concerns, significant environmental concerns, or any other decision by us under which it is determined to be necessary in the public interest to restrict access to an area.

12.4 This Article 12 does not preclude the parties from entering into any written agreement to vary the Management Plan from time to time, but any such agreement will not limit the application of this Article to the Management Plan as so amended, unless the other agreement expressly so provides.

12.5 You will not have any claim against us as a result of a revision of the Management Plan including, without limitation, any claim for damages or any other claim for compensation for losses, costs or expenses, of any kind that you may suffer or incur as a result of a revision of the Management Plan.

12.6 You will prepare updated or consolidated documents setting out the Management Plan for our approval if and when we so request.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of Licensor

Print Name

SIGNED BY
«DB_NAME_TENANT»

SIGNED on behalf of «DB_NAME_CORPORATION»
by a duly authorized signatory

Authorized Signatory

SIGNED on behalf of «DB_NAME_CORPORATION»
By its authorized signatories

Authorized Signatory

Authorized Signatory

SIGNED on behalf _____
of by its general _____
partner

BY:

BY:

LEGAL DESCRIPTION SCHEDULE

LEGAL DESCRIPTION: «DB_LEGAL_DESCRIPTION»

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

**Part 2: Applicable Forms of Documents for Interests on Former Provincial Crown Land
Listed in Appendix G-2**

Document 10. Licence of Occupation for Roadway

Note: The Parties will update the Appendices before the Effective Date.

THIS AGREEMENT is dated for reference «DOCUMENT_REFERENCE_DATE» and is made under the *Land Act*.

BETWEEN:

(the “Licensor”)

AND:

(the “Licensee”)

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

“**Agreement**” means this licence of occupation;

“**Commencement Date**” means «COMMENCEMENT_DATE»;

“**Disposition**” means an act of disposal or an instrument by which the act of disposal is effected or evidenced, or by which an interest in land is disposed of or effected, or by which Kitsumkalum divests itself of or creates an interest in land and includes a licence of occupation;

“**Fees**” means the fees set out in Article 3;

“**Hazardous Substances**” means any substance which is hazardous to persons, property or the environment, including without limitation

- (a) waste, as that term is defined in the *Environmental Management Act*; and
- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

“Improvements” includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Kitsumkalum Law” means a law made by Kitsumkalum.

“Land” means that part or those parts of the land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule”;

“Management Plan” means the most recent management plan, development plan or investigative plan, prepared by you in a form specified by us, approved by us, signed and dated by the parties;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to Kitsumkalum alone and never refers to the combination of the Kitsumkalum and the Licensee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the applicable laws of Kitsumkalum or the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every

regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any Kitsumkalum legislation, regulations, or other enactments or any policy, directive, executive direction or other such guideline of general application.
- 1.14 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any conditions or qualifications that may be set in the Management Plan.

- 1.15 In the event of any conflict between the Management Plan and the terms and conditions of any other part of this Agreement, the terms and conditions of any other part of this Agreement shall prevail.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for the purpose of use and maintenance of a public road , as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on «COMMENCEMENT_DATE» and terminates on «TERMINATION_DATE» or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$«FLAT_FEE», the receipt of which we acknowledge.

ARTICLE 4 - OBLIGATIONS

- 4.1 You must
- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
 - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way

to Hazardous Substances, the environment and health and safety, and

- (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us;
- (e) not commit any wilful, voluntary or permissive waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only as permitted in the Management Plan in accordance with the purposes set out in section 2.1;
- (g) not make, construct, place, anchor or affix any Improvements in, on or to the Land except as permitted in the Management Plan and as necessary for the purposes set out in section 2.1;
- (h) within 3 months of a written request from us, provide us with a decommissioning or reclamation plan, in a form acceptable to us, that meets the requirements set out in this agreement, including the Management Plan if applicable;
- (i) not make, construct, place, anchor, or affix any Improvements in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access; despite the foregoing, you will be deemed to not be in breach of this subsection so long as:

- (iii) you are the owner of an upland property adjacent to the Land and your activities on the Land only interfere with riparian rights of access held by you; or
- (iv) each owner of any upland property adjacent to the Land whose rights of riparian access are infringed by your activities undertaken within the Land remains bound by an agreement in which that owner consents to any such infringement.

Any such agreement must be in a form and on terms acceptable to us, including, if we so require that the agreement be in a form appropriate for registration in a Land Title Office against the title of the upland property.

You acknowledge that if any such agreement ceases to be binding on an upland owner or is found to be ineffective or unenforceable for any reason then you remain responsible for complying with this subsection and we may terminate this Agreement in accordance with Article 8 if you fail to satisfy your obligations under this subsection;

- (j) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act* or any similar enactment of Kitsumkalum Law;
- (k) if any claim of lien over the Land is made under the *Builders Lien Act* or any similar enactment of Kitsumkalum Law for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (l) not cut or remove timber on or from the Land without our prior written consent: not dredge or excavate the Land or deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;
- (m) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another Disposition or in connection with the use of Land apart from this Agreement, unless you obtain our prior written approval;
- (n) at our written request and at your expense, construct fences in the locations on the Land and to the standards required by us within the time specified by us;
- (o) obtain and maintain in good standing during the Term all permits, permissions, licences, approvals and agreements required in order to use and occupy the Land for the purpose described in Article 2.1 and deliver copies of such to us upon request;
- (p) if any soil is disturbed by you as a result of your construction or maintenance of the Improvements, at your expense, restore the surface of the Land to a condition satisfactory to us;
- (q) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any Artifact or Feature on or under the Land, you must:
 - (i) promptly notify Kitsumkalum;

- (ii) immediately cease any further activity that could affect the Artifact or Feature;
 - (iii) take reasonable measures to protect the Artifact or Feature; and
 - (iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a Kitsumkalum' cultural heritage policy;
- (r) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (s) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
- (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (t) on, or before the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Land any Improvement that we, in writing, direct or permit you

to remove, other than any Improvement permitted to be placed on or made to the Land under a Disposition to an unrelated third party, and

- (v) unless otherwise specified in the Management Plan, restore the surface of the Land to the condition that the Land was in on the Commencement Date, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,
- (vi) unless otherwise specified in the Management Plan, restore the surface of the Land to the condition that the Land was in on «RESTORE_SURFACE_DATE», but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,
- (vii) unless otherwise specified in the Management Plan, restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.1 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Agreement.

4.2 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this

section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.3 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement; or
- (e) if applicable, as a result of the use of the Land under prior agreements for the same purpose;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.4 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.5 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken

place on the Land, other than as disclosed in writing to us.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act* and vested in Kitsumkalum;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments of Kitsumkalum; such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under Kitsumkalum Law ; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain trespass proceedings in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) except as otherwise authorised in this Agreement, you will not interfere with lawful public access over the Land;
- (h) you will make no claim against us or any person acting under the authority of any enactment of Kitsumkalum for compensation, in damages or otherwise, if the Land becomes unsuitable for the purposes set out in this Agreement;

- (i) notwithstanding anything to the contrary in this Agreement, if we, in our sole discretion, determine that the Land is required for flooding purposes in connection with a hydro electric power project, we may cancel this Agreement on 90 days written notice to you, and where we cancel this Agreement under this provision, neither you nor any person claiming under you shall be entitled to any form of compensation;
- (j) you are aware of and, on behalf of yourself and your heirs, executors, administrators, successors and assigns, hereby acknowledge that there is a potential flood, erosion and debris flow danger to the Land from «WATER_HAZARD_NAME»;
- (k) nothing in this Agreement shall prejudice or affect our rights, powers and remedies in relation to you, including your heirs, executors, administrators, successors and assigns, or the Land, under any law, bylaw, order or regulation or in equity, all of which rights, powers and remedies may be fully and effectively exercised by us as if this Agreement had not been made by the parties;
- (l) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (m) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(u)(ii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land on termination or within the time period provided for in the direction or permission given under paragraph 4.1(u)(iv); and
- (n) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$«SECURITY_AMOUNT» which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other Dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we provide the written notice described in section 6.1(c) we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

- 6.6 You must without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
- (a) Comprehensive Personal Liability and/or other insurance as required in an amount of not less than \$«INSURANCE_AMOUNT» per occurrence, with an extension insuring against liability for bodily injury, and property damage arising from accidents or occurrences on the Land or the Improvements, including «PERSONAL LIABILITY_USE»;
 - (b) make your insurer aware of this Agreement within 30 days of signing this Agreement.
- 6.7 You must without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
- (a) Commercial General Liability and, if applicable Marine General Liability insurance in an amount of not less than \$«INSURANCE_AMOUNT» inclusive per occurrence insuring against liability for personal injury, bodily injury and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured but only with respect to liability arising out of the activities of the

named insured;

- (b) Sudden and accidental pollution endorsement on the Commercial General Liability insurance policy with a limit of liability not less than \$«INSURANCE_AMOUNT»; or if such endorsement is unavailable sudden and accidental pollution insurance insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the performance of this Agreement by you with a limit of liability not less than \$«INSURANCE_AMOUNT» per occurrence, including provision to provide 30 days advance notice to us of material change or cancellation, and the policy shall include us as additional insured;
- (c) Environmental Impairment Liability (Pollution Legal Liability) insurance insuring against bodily injury, property damage, and cleanup expenses (including removal and/or transit and disposal of contaminants) arising from gradual or sudden pollution events arising from the performance of this Agreement by you in an amount not less than \$«INSURANCE_AMOUNT» per occurrence, including provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured. If this insurance is written on a claims-made basis it must include the option to purchase an extended reporting period of 24 months beyond the date of cancellation or expiry of this Agreement;
- (d) Aviation Liability insurance on all aircraft operated or used in the performance of this Agreement insuring against bodily injury, property damage, and passenger liability, in an amount not less than the limits of liability imposed by any Canadian Aviation Regulation and in any event not less than a per occurrence combined single limit of:
 - (i) \$«INSURANCE_AMOUNT» for aircraft carrying pilot only (no passengers), or
 - (ii) \$«INSURANCE_AMOUNT» for aircraft up to 5 passenger seats, or
 - (iii) \$«INSURANCE_AMOUNT» plus \$«INSURANCE_AMOUNT» for each additional passenger seat for aircraft up to 10 passenger seats, or
 - (iv) \$«INSURANCE_AMOUNT» for aircraft over 10 passenger seats;

and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation and include us as additional insured. Where applicable, such policy will also include coverage for aerial drift or misapplication of fertilizers or herbicide chemicals in an amount not less than \$«INSURANCE_AMOUNT» per occurrence;

- (e) Airport Premises and Operations Liability in an amount not less than \$«INSURANCE_AMOUNT» per accident or occurrence, and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;

- (f) Watercraft liability insurance on all watercraft operated or used in the performance of this Agreement by you (including rented watercraft), in an amount not less than the limits of liability imposed by the *Marine Liability Act* and in any event not less than \$«INSURANCE_AMOUNT» and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured and if applicable, include coverage for marine towing operations;

6.8 You must

- (a) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (b) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in a form satisfactory to Kitsumkalum;
- (c) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in a form satisfactory to Kitsumkalum;
- (d) notwithstanding subsection (b) or (c) above, if requested by us, provide to us certified copies of the required insurance policies.

6.9 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver proof of all insurance then required to be maintained by you under this Agreement in a form satisfactory to Kitsumkalum.

6.10 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement.

6.11 You waive all rights of recourse against us with regard to damage to your own property arising from any source whatsoever.

6.12 Despite sections 6.6 and 6.7, your obligations under those sections are suspended for so long as we in our sole discretion acknowledge our acceptance to you in writing your alternative risk financing program in respect of the matters covered by those sections.

If, in our sole discretion, your alternative risk financing program in respect of the matters covered by sections 6.6 and 6.7 is no longer acceptable to us, we will provide written notice to you and you must, within 60 days of such notice, obtain and provide to us evidence of compliance with section 6.6 of this Agreement.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold, in our sole discretion.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with other provisions of this Agreement, or
 - (iii) in our opinion, fail to make diligent use of the Land for the purposes set out in this Agreement;

and you fail to rectify such default or failure within the time period specified in a written notice from us requesting you to do so,
 - (b) if you fail to maintain in good standing any Disposition or other licence, permit, or agreement in any way related to your use and occupation of the Land under this Agreement, including without limitation the «CROSS_CANCELLATION_DETAILS»;
 - (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,

- (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
- (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation and,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society and you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the Kitsumkalum public interest to cancel this Agreement and we have given you 90 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under applicable law, including Kitsumkalum Law

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, before resorting to litigation the parties will make reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Notwithstanding section 9.1, either party may, at any time, apply to a court of competent jurisdiction for interim or conservatory relief.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

«ADDRESS_KITSUMKALUM»

to you

«DB_ADDRESS_MAILING_TENANT»;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other

remedies in this Agreement or then existing at law, in equity or by statute.

- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by as the time reasonably required to perform the obligation, provided that:
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an “as is” basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land;

- (v) the application of any federal or provincial enactment or law to the Land; and
- (vi) the existence, availability or quality of access or service to the Land now or in the future;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a “site profile” under the *Environmental Management Act*;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.

11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of

authorized representative

Print Name

SIGNED on behalf of
by a duly authorized signatory

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

LEGAL DESCRIPTION:

(Please see attached map, page **X of X**)

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

Part 3: Applicable Forms of Documents for Interests Listed in Appendix G-3

Note: The Parties will update the Appendices before the Effective Date.

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

Part 3: Applicable Forms of Documents for Interests Listed in Appendix G-3

Document 1. Licence of Occupation for Trapline Cabin

Note: The Parties will update the Appendices before the Effective Date.

THIS AGREEMENT is dated for reference [*insert month, day, year*]

BETWEEN:

(the "Owner")

AND:

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Agreement,

"Agreement" means this licence of occupation and any schedules attached hereto;

"Commencement Date" means [Effective Date];

"Fees" means the fees set out in Article 3;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"Land" means that part of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled "Legal Description Schedule";

[Insert legal description here]

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relates to the Land, the Improvements or both of them, including without

limitation, any Improvements made by the Licensee, and which the Licensee is liable to pay under applicable laws;

"Security" means the security referred to in Section 6.1, as replaced or supplemented in accordance with Section 6.4; and

"Term" means the period of time set out in Section 2.2.

ARTICLE 2 - GRANT, TERM AND RENEWAL

- 2.1 On the terms and conditions of this Agreement, the Owner hereby grants to the Licensee a non-exclusive licence in common with the Owner to occupy the Land only for a trapline cabin.
- 2.2 The term of this Agreement commences on the Commencement Date and, subject to Section 2.3, terminates on the [*insert term – e.g. tenth (10)*] anniversary of that date, or such earlier date provided for in this Agreement.
- 2.3 If the Licensee is not then in default under this Agreement, the Licensee may renew this Agreement for [_____] successive term of [*insert term e.g. (10) years each*]. The Licensee may exercise each of its options to renew by delivering to the Owner written notice at least 180 days prior to the expiry of the Term or the then existing renewal term, as the case may be, or earlier, if the Licensee so chooses, that the Licensee will exercise its next following option to renew. Each renewal term will be upon the terms and conditions of this Agreement except for the Fees which will be equal to the greater of:
- (a) the Fees for the immediately preceding Term or renewal term, as the case may be;
 - (b) or the amount which would be payable on that date under the then existing policies of the Province of British Columbia with respect to the payment of such Fees for a trapline cabin located on similar Crown Land.

ARTICLE 3 - FEES

- 3.1 The Licensee will pay to the Owner:
- (a) for the first year of the Term, Fees of [*insert amount \$*], payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Fees either determined by the Owner under Section 3.2 or established under Section 3.3, payable in advance on each anniversary of the Commencement Date.

- 3.2 The Owner will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to the Licensee specifying in the Owner's sole discretion the Fees payable by the Licensee under sub-section 3.1(b) for the subsequent year of the Term and the Owner will establish such Fees in accordance with the Owner's policies applicable to the Licensee's use of the Land under this Agreement, provided that such Fees will not exceed the amount determined pursuant to Section 2.3(b).
- 3.3 If the Owner does not give notice to the Licensee under Section 3.2, the Fees payable by the Licensee under Section 3.1(b) for the year for which notice was not given will be the same as the Fees payable by the Licensee for the preceding year of the Term.

ARTICLE 4 - COVENANTS

- 4.1 The Licensee covenants with the Owner:
- (a) to pay, when due,
 - (i) the Fees due at the address set out in Article 9,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by the Licensee, or on behalf of the Licensee, or with the Licensee's permission;
 - (b) to observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority, including Kitsumkalum, having jurisdiction in any way affecting the Licensee's use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
 - (c) in respect of the use of the Land by the Licensee or anyone permitted by the Licensee to use the Land, to keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to the Owner, and at the Owner's written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
 - (d) not to commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;

- (e) to use and occupy the Land only in accordance with and for the purposes set out in Section 2.1;
- (f) not construct, place or affix any Improvements on or to the Land except as necessary for the purposes set out in Section 2.1;
- (g) not to interfere with the activities of any other person to enter on and use the Land under a prior or subsequent licence granted by the Owner;
- (h) not cut or remove timber on or from the Land without the prior written consent of the Owner;
- (i) to permit the Owner, or its representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (j) to indemnify and save harmless the Owner and the Owner's servants, employees and agents against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) any breach, violation or non-performance of any covenant, condition or obligation under this Agreement by the Licensee, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring on or off the Land and arising out of the Licensee's use or occupation of the Land under this Agreement,and the Owner may add the amount of any such losses, damages, costs and liabilities to the fees payable under Article 3 and the amount added will be payable to the Owner immediately upon demand; and
- (k) on the termination of this Agreement,
 - (i) peaceably quit and deliver to the Owner possession of the Land;
 - (ii) within 60 days, remove from the Land any Improvement the Licensee wants to remove, if the Improvement was placed on or made to the Lands by the Licensee and the Licensee is not in default of this Agreement;
 - (iii) remove from the Land any Improvements that the Owner, in writing, directs or permits the Licensee to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (iv) restore the surface of the Land as nearly as may reasonably be possible

to the same condition as it was on the Commencement Date;

and all of the Licensee's right, interest and estate in the Land will be absolutely forfeited to the Owner, and to the extent necessary, this covenant will survive the termination of this Agreement;

- (l) to effect, and keep in force during the Term, insurance protecting the Owner and the Licensee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land to an amount not less than *[insert amount]*;
 - (m) notwithstanding sub-section (l), the Owner may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to that sub-section be changed and the Licensee shall, within 60 days of receiving such notice, cause the amount of insurance posted, pursuant to sub-section (l) to be changed to the amount specified by the Owner, acting reasonably, in the notice and delivery to the Owner with a written confirmation of the change, except that when the Licensee is self ensuring this section shall not apply;
 - (n) to deliver to the Owner from time to time, upon demand, proof of insurance required under this Agreement, receipts or other evidence of payment of any taxes or charges owing, and other monetary obligations of the Licensee required to be observed by the Licensee pursuant to this Agreement; and
 - (o) if the Licensee discovers any archaeological material on the Land, to take all reasonable steps and precautions to minimize disturbance of that material, and to immediately notify the Owner.
- 4.2 The Licensee will not permit any person for whom the Licensee is responsible at law to do anything on Land that the Licensee is restricted from doing under Section 4.1
- 4.3 The Owner will not do anything on the Land that will interfere materially with the Improvements or the Licensee's use of the Improvements, or that creates a public hazard.

ARTICLE 5 - LIMITATIONS

- 5.1 The Licensee covenants and agrees with the Owner that:
- (a) the Owner is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
 - (b) any interest the Licensee may have in the Improvements ceases to exist and becomes the Owner's property upon the termination of this Agreement, except

where an Improvement may be removed under Section 4.1(k)(ii) or (iii) in which case any interest the Licensee may have in the Improvement ceases to exist and becomes the Owner's property if the Improvement is not removed from the Land within the time period set out in Section 4.1(k)(ii);

- (c) if, after the termination of this Agreement, the Owner permits the Licensee to remain in possession of the Land and the Owner accepts money from the Licensee in respect of such possession, a tenancy from year to year will not be created by implication of law and the Licensee will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary; and
- (d) this Agreement does not entitle the Licensee to exclusive possession of the Land and the Owner reserves the right to grant other dispositions of the Land so long as the grant does not materially impair the Licensee's permitted use of the Land. For greater certainty and without limiting the generality of the foregoing the Licensee agrees that its rights hereunder are subject to the prior rights to use the Land granted as of the date hereof to:
 - (i) *[insert reference to specific grants]*

ARTICLE 6 - SECURITY

- 6.1 The sum of *[insert amount]* and all rights, privileges, benefits and interests accruing thereto shall be delivered by the Licensee to the Owner (herein called the "Security") to guarantee the performance of the Licensee's obligations under this licence and shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed. The parties agree that the amount of the Security does not constitute a liquidated damages estimate of the Owner's damages if the Licensee breaches its obligations hereunder and the Owner reserves its right to claim for further damages.
- 6.2 If the Licensee defaults in the performance of any of its obligations hereunder, the Owner may, in its sole discretion, sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Owner.
- 6.3 The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiry or earlier cancellation of this Licence.
- 6.4 Notwithstanding the amount of the Security stated to be required under Section 6.1 the Owner may, acting reasonably, from time to time by notice to the Licensee, demand the amount to be changed to that specified in a notice and the Licensee shall, within 60 days of such notice, change the Security to that specified and provide the Owner with evidence of the change.

ARTICLE 7 - ASSIGNMENT

- 7.1 The Licensee shall not assign, mortgage or transfer this licence or sublicense any part of the Land, without the prior written consent of the Owner, which consent shall not be unreasonably withheld.
- 7.2 For the purpose of Section 7.1, if the Licensee is a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 The grant of a sublicense, assignment or transfer of this Agreement does not release the Licensee from its obligation to observe and perform all the provisions of this Agreement on its part to be observed and performed unless the Owner, in its sole discretion, specifically releases the Licensee from such obligation in the Owner's consent to the sublicense, assignment or transfer of this Agreement.

ARTICLE 8 - TERMINATION

- 8.1 The Licensee further covenants and agrees with the Owner that:
- (a) if the Licensee
 - (i) defaults in the payment of any money payable by the Licensee under this Agreement, or
 - (ii) fails to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by the Licensee under this Agreement),
and the Licensee's default or failure continues for 60 days after the Owner gives written notice of the default or failure to the Licensee;
 - (b) if, the Licensee fails to make diligent use of the Land for the purposes set out in this Agreement, and such failure continues for 180 days after the Owner gives written notice of the failure to the Licensee; or
 - (c) if the Licensee
 - (i) becomes insolvent or makes an assignment for the general benefit of its creditors,

- (ii) commits an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against the Licensee or/the Licensee consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging the Licensee bankrupt under any law relating to bankruptcy or insolvency, or
- (iii) voluntarily enters into an arrangement with its creditors;

this Agreement will, at the Owner's option and with or without entry, terminate and the Licensee's right to use and occupy the Land will cease.

- 8.2 If the condition complained of (other than the payment of any money payable by the Licensee under this Agreement or the failure to make diligent use of the Land as set out in Section 8.1(b)) reasonably requires more time to cure than 60 days, the Licensee will be deemed to have complied with the remedying of it if the Licensee commences remedying or curing the condition within 60 days and diligently completes the same within a reasonable period of time. If the Licensee fails to remedy or cure such condition within such reasonable period of time then this Agreement will, at the Owner's option and with or without entry, terminate and the Licensee's right to use and occupy the Land will cease.
- 8.3 The Licensee will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under Section 8.1.

ARTICLE 9 - NOTICE

- 9.1 If notice is required or permitted under this Agreement, the notice:
- (a) must be in writing;
 - (b) must be delivered to the address set out above, or other address as specified in writing by a party; and
 - (c) may be given in one or more of the following ways:
 - (i) delivered personally or by courier, and it will be deemed received on the next business day; or
 - (ii) mailed by pre-paid post in Canada, and it will be deemed received on the eighth business day following, except in the case of mail interruption in which case actual receipt is required.
- 9.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided

to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in Section 9.1.

- 9.3 The delivery of all money payable under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 10 - MISCELLANEOUS

- 10.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 10.2 No remedy conferred upon or reserved to the Owner under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 10.3 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 10.4 Time is of the essence in this Agreement.
- 10.5 In this Licence, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and the corporation.
- 10.6 The captions and headings contained in this Licence are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.
- 10.7 If any section of this Licence or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts and sections of the Licence shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- 10.8 This Agreement will be governed by and construed in accordance with the applicable laws of Canada, the Province of British Columbia and Kitsumkalum.
- 10.9 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent written agreement in writing between the parties.

- 10.10 Any dispute arising out of or in connection with this Agreement will be resolved as follows:
- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
 - (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute; and
 - (c) if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this Section for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.
- 10.11 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 10.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then the Owner or the Licensee, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that the Owner or the Licensee have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

SIGNED on behalf of
by a duly authorized representative

Authorized Signatory

SIGNED on behalf of
by a duly authorized signatory

Authorized Signatory

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

Part 3: Applicable Forms of Documents for Interests Listed in Appendix G-3

Document 2. Gravel Pits Statutory Right of Way

Note: The Parties will update the Appendices before the Effective Date.

“Artifact or Feature” means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

“Closed Gravel Removal Area” is a portion of the Gravel Removal Area, a Gravel Pit or a Gravel Reserve that is no longer required by the Province for Gravel Removal Activity;

“Environment” means the components of air and earth and includes, without limitation:

- (i) air, lands and water;
- (ii) all layers of the atmosphere;
- (iii) all organic and inorganic matter and living organisms; and
- (iv) the interacting natural systems that include the components listed in paragraphs (i), (ii) and (iii) above;

“Gravel” means deposits of gravel, rock, random borrow materials and sand located in the Gravel Pits and Gravel Reserves;

“Gravel Pits” means those operational gravel pits, stockpile sites, staging/aggregate processing areas and quarries described in Appendix "A" and **“Gravel Pit”** means any one of them;

“Gravel Removal Activity” means the activities set out in section 1.02;

“Gravel Removal Area” means the portion of the Right of Way Area identified as the “Gravel Removal Area” as described in Appendix "A";

“Gravel Reserves” means non-operational deposits of gravel described in Appendix "A" and **“Gravel Reserve”** means any one of them;

“Kitsumkalum Treaty” means the treaty among Kitsumkalum, Canada, and British Columbia;

“Land” means [means the land described in Item 2 of the General Instrument – Part 1]

“Management Plan” means a written description, as amended from time to time, with respect to Gravel Removal Activity, including the development, use and closure of a Gravel Pit or Gravel Reserve, prepared by the Province in accordance with Applicable Law and that contains information related to the location, size and extent, access roads, soil and Gravel descriptions, topographical and geotechnical mapping, developmental plans, anticipated volumes of Gravel extracted per time period, and reporting and reclamation, approved by Kitsumkalum, signed and dated by the parties;

“Right of Way” means the rights granted to the Province in this Agreement;

"Right of Way Area" means the area shown in bold on the Plan prepared by _____ B.C.L.S. and deposited in the Land Title Office under number _____, a reduced copy of which is attached hereto; and

"Risk or Hazard" means something existing or threatened, including an emergency, that the Province, acting reasonably, determines could be or could cause an interference or threat or a hazard to persons or property in relation to the Right of Way Area;

"Realty Taxes" means means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to land, including improvements thereon;

"Term" means the period of time set out in section 1.06;

"Works" means anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Access Area, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Access Area for the purpose of carrying out Gravel Removal Activity;

Part 1 Grant of Rights

1.01 **Access:** Kitsumkalum hereby grants to the Province for the Term hereof, the right over the Right of Way Area:

- a) to pass and repass along and over the Access Roads for the purpose of accessing the Gravel Pits and the Gravel Reserves;
- b) maintain, repair, rebuild, and replace any Access Roads, to such extent as may reasonably be required by the Province for the purposes of this Agreement, provided the Province gives Kitsumkalum written notice before effecting any material change to an Access Road under this paragraph, except in the event of an imminent Risk or Hazard, in which case the Province will give notice as soon as possible; and
- c) to carry out all such other acts or things as may be reasonably necessary or incidental to the development, operation, maintenance, security and remediation of the Access Roads.

1.02 **Gravel Removal Activity:** Kitsumkalum hereby grants to the Province for the Term hereof, the right over the Gravel Removal Area to develop, maintain, operate and remediate the Gravel Pits and the Gravel Reserves in accordance with this Agreement and the Management Plan, including the right to:

- a) remove Gravel from the Gravel Pits and the Gravel Reserves, without further payment to Kitsumkalum;

- b) excavate for, construct, install, erect, replace, extend, upgrade, operate, inspect, alter, maintain, remove and repair Works on, over, under, or in the Gravel Removal Area to such extent as may reasonably be required for the purposes of this Agreement, provided the Province gives Kitsumkalum written notice before effecting any material change to the Gravel Removal Area under this paragraph, except in the event of an imminent Risk or Hazard, in which case the Province will give notice as soon as possible;
 - c) clear and keep it cleared (including removal or pruning) of any vegetation, including trees, provided that the application of herbicides be undertaken only with the prior written consent of Kitsumkalum;
 - d) install, maintain and use gates in any fences that are necessary for access, provided that both the Province and Kitsumkalum have keys for any lock, or locks are installed in a series to allow for access by both the Province and Kitsumkalum;
 - e) mine and process Gravel;
 - f) use and store machinery necessary to mine and process Gravel;
 - g) set up and operate asphalt plants for production of asphalt mix aggregates;
 - h) stockpile and store Gravel products;
 - i) temporarily store related road construction and maintenance materials, including temporary bridges, culverts and highway dividers;
 - j) generally, do all such other acts or things as may reasonably be necessary or incidental to the development, operation, maintenance, security and remediation of a Gravel Pit or Gravel Reserve in relation to the rights in this Agreement.
- 1.03 **Non-Exclusive Use:** This Agreement will not entitle the Province to exclusive possession of the Right of Way Area, and Kitsumkalum reserves the right to grant other dispositions of any part of the Right of Way Area affected by this Agreement, so long as the grant does not affect or interfere with the exercise of the Province's rights under this Agreement.
- 1.04 **Restriction of Access:** Notwithstanding section 1.03, the Province may refuse access to specific areas of the Gravel Removal Area to any person if, in the reasonable opinion of the Province, such access would not be safe and, as part of controlling access to the Gravel Removal Area, the Province may post notices and erect such fencing, gates, and barriers as it considers appropriate to ensure reasonable safety and security of the site, provided that both the Province and Kitsumkalum have keys for any lock in relation thereto.
- 1.05 **Restriction of Gravel Removal Activities:** For greater certainty, the Province agrees that it will undertake Gravel Removal Activities only within the Gravel Removal Area.
- 1.06 **Access Permitted by Province:** The Province may authorize its employees, contractors,

agents, licensees and invitees to carry out the Gravel Removal Activity on its behalf, provided that, if and when the Province does so, the Province will not permit any person who enters upon or uses the Land on its behalf to do anything the Province is restricted from doing under this Agreement and the Province will be responsible to Kitsumkalum for any breaches by such authorized persons of covenants made by or conditions imposed on the Province in this Agreement.

- 1.07 **Term:** The term of this Agreement commences on the effective date of Kitsumkalum Treaty and terminates on the date agreed to by the parties under section 1.07 or such earlier date as the parties agree.
- 1.08 **Termination:** At the request of either party the parties shall consult with each other and consider whether the Right of Way is still required by the Province. If, at any time, it is determined that the Right of Way or a portion thereof is no longer required, the Province will discharge the Right of Way or portion thereof. Notwithstanding that no request for review has been made by a party, the Province shall advise Kitsumkalum not less than every 10 years during the Term as to whether the Right of Way is still required by the Province.
- 1.09 **Registration:** The parties intend that this agreement will constitute a charge running with the Lands and will be registered in the Land Title Office pursuant to Sections 218 and 219 of the *Land Title Act*, or in Kitsumkalum Land Title Office as applicable.

Part 2 Covenants

- 2.01 **Covenants of Kitsumkalum:** Kitsumkalum will not, without the prior written consent of the Province, which will not be unreasonably withheld:
- a) construct, erect or permit the building, construction, erection or placing of any permanent fixture, building, structure or improvement within the Right of Way Area;
 - b) use or remove Gravel, or permit the use or removal of Gravel from within the Gravel Removal Area;
 - c) subdivide, sell, lease or transfer, grant an easement, right of way or other charge the Gravel Removal Area;
 - d) authorize the use of the Right of Way Area for any other purpose by any other person in a manner that materially affects or interferes in the exercise of the Province's rights under this agreement; or
 - e) do or knowingly permit to be done any act or thing which will interfere with any Gravel Removal Activity being carried out by the Province.

2.01 Covenants of the Province: Province will:

- a) use, and permit the use of Gravel only for the purposes of public infrastructure, and for no other purpose, without the express written consent of Kitsumkalum, which consent shall not be unreasonably withheld;
- b) undertake activities permitted under this Agreement having regard to the impact on the Environment, and will take prudent measures to minimize any danger or disruption to the Environment;
- c) make commercially reasonable efforts to limit interference with any road being used by Kitsumkalum in Right of Way Area;
- d) use its best efforts to prevent, control and extinguish any fire on the Lands, or any fires on any lands adjacent to the Gravel Removal Area which are caused by the Gravel Removal Activities or access road maintenance, and will conform to and observe the provisions of the *Wildfire Act* (as amended or replaced from time to time) and any other statutes and regulations that are in force or may in the future be enacted or made regarding the prevention of fires;
- e) reimburse Kitsumkalum for any costs or expenses Kitsumkalum incurs to fight fires caused by the activities of the Province permitted under this Agreement;
- f) carry out Gravel Removal Activities in a safe manner having regard to all the circumstances and, in particular, having regard to others who may be using, or otherwise occupying the Right of Way;
- g) comply with any laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority governing, affecting, or in any way related to the use of the Right of Way;
- h) ensure that the Right of Way Area, including the Gravel Removal Area, the Gravel Pits, the Gravel Reserves and the Access Roads, are maintained in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the Right of Way Area by the Province;
- i) provide drainage control measures at the Gravel Pits as required by the Management Plan and Applicable Law;
- j) carry out the Gravel Removal Activities only in accordance with the provisions of the Management Plan and Applicable Law;

- k) pay and discharge when due all taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Gravel Pits or any Works on the Gravel Pits;
- l) pay and discharge when due all Realty Taxes now or hereafter assessed, levied or charged which relate to the Gravel Removal Area;
- m) permit the authorized representatives of Kitsumkalum to enter any of the Gravel Pits at any time for any purpose;
- n) provide notice to Kitsumkalum of any Risk or Hazard;
- o) not commit or suffer any willful or voluntary waste, spoliation or destruction of the Gravel Pits or do or cause or permit to be done on the Right of Way Area anything that may be or become a nuisance;
- p) subject to the provisions of the Management Plan, when the Province discontinues operations in any Gravel Pit or depletes the Gravel Pit or sections thereof, trim the sides of any excavations, waste piles and stockpiles in the Gravel Pit to a 1.5 to 1 slope, open up such drains or ditches as may be required to prevent water standing therein and drain such water, place topsoil on slopes of depleted sections of the Gravel Pit, and leave the Gravel Pit in a neat condition, all to the satisfaction of Kitsumkalum and to the conditions shown on the Pit Reclamation Plan, the Pit Development Plan and the Ministry of Transportation Reclamation and Environmental Project Handbook for Sand, Gravel and Quarry Operations in British Columbia;
- q) on the expiration or termination of this Agreement:
 - (i) promptly cease occupation of the Gravel Pits; and
 - (ii) at the request of Kitsumkalum, remove all Works, buildings, machinery, plant equipment and apparatus owned or leased by the Province located at the Gravel Pits; and
- r) if the Province unearths or discovers any Artifact or Feature on the Lands or the Right of Way Area, and there is no previously agreed upon mitigation or management plan with Kitsumkalum:
 - (i) promptly notify Kitsumkalum;
 - (ii) immediately cease any further activity that could affect the Artifact or Feature;
 - (iii) take reasonable measures to protect the Artifact or Feature; and

- (iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a Kitsumkalum' cultural heritage policy.

2.02 Removal of Timber: The Province may cut or remove merchantable timber in accordance with the Management Plan, provided:

- a) Kitsumkalum has been notified not less than 30 days in advance of such cutting or removal; and
- b) if requested by Kitsumkalum, consulted regarding Kitsumkalum' interest in harvesting and removing the timber.

Prior to removal of timber from the Right of Way, the Province will ensure that all appropriate permissions and log transportation requirements are in place.

2.03 Compensation for Damage: If, in exercising its rights under the Right of Way, the Province, its employees, contractors, agents, licensees or invitees damage any structures, buildings, fixtures, improvements, chattels, crops, merchantable timber, livestock, drains, ditches, culverts, or fences, and such damage or contamination is not caused as a result of Kitsumkalum's breach of the terms of this Agreement or the negligence of Kitsumkalum or those for whom it is responsible in law, then the Province will compensate Kitsumkalum, or if appropriate, a person who suffers any loss as a result of the damage, to the extent that such damage was caused by the Province.

2.04 Indemnity: The Province will indemnify and save harmless Kitsumkalum from and against all claims, demands, actions, suits or other legal proceedings brought against Kitsumkalum by any third party by reason of or arising out of:

- a) any breach, violation or non-performance by the Province of its covenants, conditions or obligations under this Agreement; or
- b) any negligent act or omission on the part of the Province in relation to the Right of Way or the Lands, but only to the extent such matter is found to be the responsibility of the Province or those for whom the Province is responsible in law and not the negligence of Kitsumkalum.

2.05 Closed Gravel Removal Areas: When a Gravel Removal Area, Gravel Pit or Gravel Reserve is no longer required by the Province, the Province will give notice to Kitsumkalum that is a Closed Gravel Removal Area, and unless otherwise directed by Kitsumkalum, promptly:

- a) remove any Works and improvements it has installed on or within the Closed Gravel Removal Area; and

- b) remediate and reclaim the Closed Gravel Removal Area to a condition that meets the standard required under the Applicable Law related to the remediation and reclamation of comparable land located on provincial Crown lands and the Management Plan.
- 2.06 **Completion of Remediation:** Upon completion of the requirements set out in section 2.05, the Province will give written notice to Kitsumkalum confirming that the requirements set out in section 2.05 a) and b) have been satisfied and the parties shall consult with each other and determine whether the requirements have been satisfied. If the parties are unable to agree, a determination will be made under the dispute resolutions provisions of Part 5.
- 2.07 **Remediated Gravel Removal Area:** Upon reaching a determination that the requirements set out in section 2.05 a) and b) have been completed satisfactorily, the Closed Gravel Removal Area will be designated as a Remediated Gravel Removal Area and the Province:
- a) will have no further obligation to maintain the Remediated Gravel Removal Site;
 - b) will have no liability for breach of any of the Province's covenants in relation to the Remediated Gravel Removal Site; and
 - c) the rights granted to the Province and the and restrictions imposed on Kitsumkalum in this Agreement shall no longer apply to the Remediated Gravel Removal Area.

Part 3 Management Plan

- 3.01 **Initial Management Plan.** Prior to the effective date of the Kitsumkalum Treaty, the Province, in consultation with Kitsumkalum, will prepare and deliver to Kitsumkalum a Management Plan for consideration and approval. If the parties are unable to agree on the terms of the Management Plan, a determination with respect to the matters of disagreement will be made under the dispute resolutions provisions of Part 5.
- 3.02 **Revisions to Management Plan.** Either party may request a revision to the Management Plan in accordance with the following procedure:
- a) giving written notice ("Notice") of the proposed revision which sets out in reasonable detail;
 - (i) the reason for the revision;
 - (ii) the particulars of the revision;
 - (iii) the effective date of the revision; and
 - (iv) specifying a reasonable time period for consultation, during which the

recipient may inform the requestor of any comments or concerns regarding the proposed revision; and

- b) if, following the time period specified in the Notice, the parties are unable to agree on the revisions to the Management Plan, a determination with respect to the matters of disagreement will be made under the dispute resolutions provisions of Part 5.

3.03 **Revisions by Agreement.** The procedure set out in section 3.07 does not preclude the parties from entering into any written agreement to vary the Management Plan from time to time, but any such agreement will not limit the application of section 3.07 to the Management Plan as so amended, unless the other agreement expressly so provides.

3.04 **Management Plan Forms Part of Agreement.** The provisions of the Management Plan, as amended from time to time, form part of this Agreement and represent further particulars of the covenants of both parties.

Part 4 Default

4.01 **Opportunity to Cure:** If the Province fails to perform any of its obligations under this Agreement, Kitsumkalum may deliver a default notice to the Province. If the default is capable of being cured within 90 days of delivery of the default notice, the Province will promptly commence to cure the default with all due diligence to completion.

4.02 **Additional Time:** If the default is not reasonably capable of being cured within 90 days of delivery of the default notice, then the Province will still promptly commence to cure the default with all due diligence to completion, but will be entitled a further period reasonable period beyond the 90 days to cure the default.

4.03 **Failure to Cure:** If the Province fails to commence and continue with all due diligence to cure the default, then without relieving the Province of its obligations under this Agreement and without limiting any other right of Kitsumkalum hereunder, Kitsumkalum, after notice to the Province, may undertake the performance of any necessary work in order to cure the default of the Province, and the cost of any such work undertaken by Kitsumkalum shall be borne by the Province. Having commenced such work, Kitsumkalum has no obligation to complete such work.

4.04 **Remedies:** All remedies of a party, whether existing under this Agreement or at law, may be exercised at the same time. Any action taken for one default does not prevent any action being taken for any other default.

4.05 **No Waiver:** Any failure by Kitsumkalum to exercise its rights with respect to any particular default of the Province will not operate as a waiver of its rights with respect to any subsequent default.

Part 5 Dispute Resolution

- 5.01 Any dispute arising out of or in connection with this Agreement will be resolved as follows:
- a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
 - b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute and agreed upon by the parties;
 - c) if the dispute is not resolved within 60 days of the notice to mediate under subsection (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia; and
 - d) if the parties do not commence arbitration within 60 days of the notice to mediate under subsection (b), then any party may refer the matter to a court of competent jurisdiction.
- 5.02 It is not incompatible with this Article for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

Part 6 Notice

- 6.01 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the address for that party as set out below:

To the Province:
 Ministry of Transportation and Infrastructure

To Kitsumkalum:
 Kitsumkalum First Nation
 ADDRESS

or at such other addresses as the parties may specify in accordance with this provision.

- 6.02 If any question arises as to the date on which such notice was communicated to any party,

it will be deemed to have been given on the earlier of:

- a) if it was delivered personally, by courier, or by email, on the next business day; or
- b) if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

Part 7 General

- 7.01 There are no representations, warranties, terms, conditions, undertakings or collateral agreements, either express or implied, between the parties, other than as expressly set forth in this Agreement, the Management Plan and in the Kitsumkalum Treaty, which together supersede all prior understandings, communications and agreements between the parties with respect to the subject matter hereof and constitute the entire agreement between the Kitsumkalum and the Province regarding the Right of Way.
- 7.02 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that Kitsumkalum may have as set out under the Kitsumkalum Treaty.
- 7.03 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.
- 7.04 This agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia and on Kitsumkalum Lands.

Witness to the signature of an authorized signatory of HIS MAJESTY THE KING in right of the Province of British Columbia as represented by the Minister of

Witness

Authorized signatory of HIS MAJESTY THE KING in right of the Province of British Columbia, as represented by the Minister of

Date of Signature

Witness to the signature of an authorized

signatory of KITSUMKALUM FIRST
NATION

Witness

Authorized signatory of KITSUMKALUM
FIRST NATION

Date of Signature

APPENDIX A: Map of Access Right of Way

Map(s) to be provided.

APPENDIX B: Map of Gravel Removal Activity Right of Way

Map(s) to be provided.

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

Part 3: Applicable Forms of Documents for Interests Listed in Appendix G-3

Document 3. Licence of Occupation for Forest Research Plots

Note: The Parties will update the Appendices before the Effective Date.

THIS AGREEMENT made this _____ day of _____, 20__

BETWEEN:

(the “Owner”)

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Forests

(the “Licensee”)

Whereas the Owner has agreed to grant to the Licensee a licence to enter on and use that parcel of land (the “Land”) located generally in the vicinity of _____ and described in the Schedule attached, and entitled “Legal Description”;

Now therefore in consideration of the fee to be paid by, and the covenants of, the Licensee, the parties agree as follows:

ARTICLE 1 - GRANT OF LICENCE

- 1.1 The Owner, on the terms set forth herein, hereby grants to the Licensee a licence to enter on and use the Land for the purpose of conducting forestry related studies, monitoring, tests and experiments.

ARTICLE 2 - DURATION

- 2.1 The duration of the licence and the rights herein granted shall be for a term of __ years commencing on _____, 20__ (the “Commencement Date”) unless cancelled in accordance with Article 6.
- 2.2 Notwithstanding anything to the contrary in this licence, so long as:
- (a) the Licensee is not in default of any of the material terms or conditions of this licence; and
 - (b) the Licensee has given the Owner, not more than ___ days prior to the expiration of the term herein granted, notice in writing of the Licensee’s wish to re-apply for a new licence to enter on and use the Land

the Owner may agree to offer a new licence to the Licensee by notice to the Licensee, in writing, on the terms and conditions determined by the Owner and contained in the notice. The Licensee shall have a period of 60 days from the date of receipt of the notice from the Owner to accept a

new licence to enter on and use the Land by executing the new licence contained in the notice and delivering it to the Owner.

ARTICLE 3 - LICENCE FEE

3.1 The Licensee shall pay to the Owner a licence fee of \$1.00 for the entire term.

ARTICLE 4 - COVENANTS OF THE LICENSEE

4.1 The Licensee covenants with the Owner:

- (a) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged that relate to the Land or any of the Licensee's improvements thereon (the "Realty Taxes") that the Licensee is liable to pay;
- (b) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of Kitsumkalum and any other competent government authority in any way affecting the Land and improvements situate thereon, or their use and occupation;
- (c) not to commit or suffer any willful, permissive or voluntary waste, spoliation or destruction on the Land or do or suffer to be done thereon by its employees, contractors, agents, invitees or anyone for whom the Licensee is responsible at law anything that may be or become a nuisance to the Owner or to the occupiers of adjoining land;
- (d) to deliver to the Owner from time to time, upon demand, proof of insurance provided for in subsection (j), receipts or other evidence of payment of Realty Taxes, insurance premiums and other monetary obligations of the Licensee required to be observed by the Licensee pursuant to this licence;
- (e) to indemnify and save harmless the Owner against all losses, damages, costs and liabilities, including fees of solicitors and other professional advisors arising out of:
 - (i) any breach, violation or non-performance of any covenant, condition or agreement in this licence by the Licensee, or
 - (ii) any personal injury, death or property damage arising out of the Licensee's use and occupation of the Land

and the amount of such losses, damages, costs and liabilities shall be payable to the Owner immediately;

- (f) to keep the Land in a safe, clean and sanitary condition satisfactory to the Owner acting reasonably, and to make safe, clean and sanitary any portion of the Land or

any improvement thereon that the Owner, acting reasonably, may direct by notice in writing to the Licensee;

- (g) to permit the Owner or its authorized representative to enter upon the Land at any time to examine its condition;
- (h) to use and occupy the Land in accordance with the provisions of this licence including those set forth in the schedule attached and entitled “Special Provisos”;
- (i) on the expiration or at the earlier cancellation of this licence:
 - (i) to quit peaceably and deliver possession of the Land to the Owner,
 - (ii) to remove from the Land all above-ground buildings, machinery, plant, equipment and apparatus and all other improvements to or things on the Land erected or placed on the Land by the Licensee, and
 - (iii) to restore the surface of the Land to the satisfaction of the Owner acting reasonably

and to the extent necessary, this covenant shall survive the expiration or cancellation of this licence;

- (j) to effect, and keep in force during the term, insurance protecting the Owner and the Licensee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land to an amount not less than \$XX; except that so long as the Licensee is His Majesty the King in right of the Province of British Columbia or a British Columbia crown corporation, the Owner will waive the requirements of this subsection on the delivery to the Owner of confirmation that the Licensee is self insured;
- (k) notwithstanding subsection (j), the Owner may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to that subsection be changed and the Licensee shall, within 30 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (j), to be changed to the amount specified by the Owner, acting reasonably, in the notice and deliver to the Owner written confirmation of the change, except that when the Licensee is self-insuring this section shall not apply; and
- (l) not to interfere with the activities, works or other improvements of any other person who enters on or uses or occupies the Land under a subsequent right or interest granted by the Owner, or who is otherwise authorized by the Owner to enter on or use or occupy the Land, in accordance with Section 9.3.

ARTICLE 5 - ASSIGNMENT

- 5.1 The Licensee shall not assign this licence or grant a sublicense of any part of the Land without the prior written consent of the Owner, which consent shall not be unreasonably withheld.
- 5.2 Notwithstanding section 5.1, the Licensee may, without the prior written consent of the Owner, assign its interest in all or a part of the Land to a British Columbia crown corporation provided that the Licensee gives written notice of any such change at least 120 days prior to the next anniversary date of the term of this licence.
- 5.3 No assignment or sublicensing pursuant to sections 5.1 or 5.2, nor the Owner's consent thereto, will relieve the Licensee from the observance and performance of the Licensee's obligations contained in this licence.

ARTICLE 6 - CANCELLATION

- 6.1 If the Licensee fails to observe or perform any term contained herein, and such failure continues after the giving of the written notice by the Owner to the Licensee of the nature of the failure for a period of:
 - (a) 30 days; or
 - (b) 150 days, if the failure because of its nature would reasonably require more than 30 days to cure, and provided that the Licensee is proceeding diligently and continuously to cure the failure throughout;then the Owner may cancel this licence and, notwithstanding subsection (i) of section 4.1, any fixtures to the Land shall become, at the discretion of the Owner, the property of the Owner.
- 6.2 If this licence is taken in execution or attachment by any person, or the Licensee commits an act of bankruptcy, becomes insolvent, is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors, the Owner may, on 90 days written notice to the Licensee, cancel this licence and the rights herein granted.
- 6.3 If the Licensee ceases to use the Land for the purposes permitted herein and the Licensee does not recommence its use of the Land within 180 days of receipt of written notice from the Owner, the Owner may immediately cancel this licence and the rights herein granted.
- 6.4 The Licensee may deliver a written notice to the Owner cancelling this licence and thereafter the licence and the rights herein granted will terminate 180 days after the date of receipt by the Owner of such written notice.
- 6.5 Notwithstanding subsection 4.1(i), any building, machinery, plant, equipment and apparatus, or other improvements to the Land (collectively, the "Improvements") that remain unremoved from the Land:

- (a) upon the cancellation of this licence pursuant to section 6.1, or section 6.4; or
- (b) thirty days after the expiration or cancellation of this licence pursuant to section 6.2 or section 6.3 (provided that if further time is reasonably required because of the nature of the Improvements or because of other constraints beyond the control of the Licensee, including weather, and provided that the Licensee is proceeding diligently and continuously to remove such Improvements, the 30 day time for removal will be extended to 150 days after the expiration or cancellation of this licence)

shall, at the discretion of the Owner, be forfeited to and become the property of the Owner.

- 6.6 If the Owner elects to assume ownership of any above-ground Improvements pursuant to section 6.5, the Owner may remove them from the Land and the Licensee shall, on demand, compensate the Owner for all costs incurred by the Owner respecting their removal.
- 6.7 The rights of the Owner under section 6.5 and section 6.6 shall be deemed to survive the expiration or earlier cancellation of this licence.

ARTICLE 7 - SECURITY

- 7.1 The security in the sum of \$1.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Licensee to the Owner (herein called the "Security") to guarantee the performance of the Licensee's obligations under this licence shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed. So long as the Licensee is His Majesty the King in right of the Province of British Columbia or a British Columbia crown corporation, the Owner will waive the requirements of this section.
- 7.2 If the Licensee defaults in the performance of any of its obligations hereunder, the Owner may, in its sole discretion, sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Owner.
- 7.3 The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this licence.
- 7.4 Notwithstanding any amount of Security stated to be required under section 7.1 the Owner may, acting reasonably, from time to time by notice to the Licensee, demand the amount to be changed to that specified in a notice and the Licensee shall, within 60 days of such notice, change the Security to that specified and provide the Owner with evidence of the change, except that while Security is waived under section 7.1, this section shall not apply.

ARTICLE 8 - NOTICE

- 8.1 Whenever service of a notice or a document is required under this licence, the notice or documents shall be in writing and shall be deemed to have been served if delivered to, or if sent by prepaid registered mail addressed to, the Owner or the Licensee, as the case may be, at the addresses specified for each on the first page of this licence, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada. If there is a disruption in mail service caused by labour dispute, civil unrest or other events beyond the control of the parties, between mailing and actual receipt of such notice, the party sending such notice will re-send by courier, fax or other electronic means and such notice will only be effective if actually received.
- 8.2 Either party may, by notice in writing to the other, specify another address for service of notices under this licence and after another address has been specified under this section, notices shall be mailed to that address in accordance with this Article.

ARTICLE 9 - MISCELLANEOUS

- 9.1 No term, condition, covenant or other provision herein shall be considered to have been waived by the Owner unless such waiver is expressed in writing by the Owner. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Owner to any act by the Licensee requiring the consent or approval of the Owner shall not be considered to waive or render unnecessary such consents or approvals to any subsequent similar act by the Licensee.
- 9.2 No remedy conferred upon or reserved to the Owner is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.
- 9.3 This licence shall not entitle the Licensee to exclusive possession of the Land and the Owner may, for any purpose, grant to others interests in the Land or rights to enter on or use or occupy the Land, or may otherwise authorize other persons to enter on or use or occupy the Land, so long as the grant or authorization does not materially affect the exercise of the Licensee's rights hereunder. The question of whether a grant materially affects the exercise of the Licensee's rights hereunder shall be determined by the Owner acting reasonably. If the Owner, by written instrument, grants a licence, right or interest to others to use or occupy the Land, such grant will contain a provision identical to subsection 4.1(f) of this licence obligating the new grantee to keep the Land in a safe, clean and sanitary condition satisfactory to the Owner.
- 9.4 The terms and provisions of this licence shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.
- 9.5 Time is of the essence in this agreement.

ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 In this Article, “dispute” means any dispute arising out of or in connection with this licence or in respect of any defined legal relationship associated with it or derived from it.
- 10.2 The parties agree to attempt to resolve all disputes by negotiations conducted in good faith and to provide timely disclosure of all relevant facts, information and documents to further those negotiations.
- 10.3 If a dispute is not settled through direct negotiations either party may request the British Columbia International Commercial Arbitration Centre (BCICAC) to appoint a mediator to conduct a mediation under its mediation rules of procedure.
- 10.4 If a dispute is not settled within 15 days of the appointment of the mediator or any further period of time agreed to by the parties, the dispute shall be referred to and finally resolved by arbitration before a single arbitrator under the arbitration rules of procedure of the BCICAC.
- 10.5 If the BCICAC is unavailable or unable to administer the mediation or arbitration of a dispute under its rules of procedure, the parties will select the rules of another institution.

ARTICLE 11 - INTERPRETATION

- 11.1 In this licence, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- 11.2 The captions and headings contained in this licence are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.
- 11.3 If any section of this licence or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts and sections of this licence shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this licence as of the day and year first above written.

SIGNED by a duly authorized signatory of _____)
 in the presence of: _____)
 _____)
 Name _____)
 _____)
 Address _____)

_____)
)
) Authorized Signatory
)
)

SIGNED by a duly authorized signatory of)
in the presence of:)
_____)
Name)
_____)
Address)
_____)
)
) Authorized Signatory
)
)

LEGAL DESCRIPTION SCHEDULE

1. Legal Description
2. Sketch Plan

SPECIAL PROVISOS SCHEDULE

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

Part 3: Applicable Forms of Documents for Interests Listed in Appendix G-3

Document 4. Licence of Occupation for Trail Access and Cabins

Note: The Parties will update the Appendices before the Effective Date.

THIS AGREEMENT MADE THIS ___ day of _____, 20XX

BETWEEN:

(the "**Licensor**")

AND:

(the "**Licensee**")

WHEREAS:

- A. The Licensor is the owner in fee simple of all and singular in that certain parcel or tract of land and premises in the _____, in the Province of British Columbia, more particularly known and described as:

(the "**Lands**");

- B. The Licensor has agreed to grant to the Licensee a licence of occupation along, over, upon and under the Lands for the purposes hereinafter set forth; and
- C. The Licensee requires and the Licensor wishes to grant to the Licensee a licence of occupation to ensure continuing public access to and use of the Larson Ridge Backcountry Cabin shown on Schedule "A" and the Mount Remo Backcountry Cabin shown on Schedule "B" (together referred to as the "Cabins") as well as the trails to access the Cabins shown on Schedule "C" (the "Trails").

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the sum of Ten Dollars (\$10.00) of lawful money of Canada and other good and valuable consideration now paid by the Licensee to the Licensor (the receipt and adequacy of which hereby acknowledged by the Licensor) the parties agree as follows:

1. The Licensor grants to the Licensee and its servants, employees, invitees, agents and contractors a licence of occupation of the Land for the following purposes:
 - (a) for the Licensee, its servants, employees, invitees, agents and contractors together with machinery, vehicles and equipment and materials from time to time and at all times to enter, go, return, pass and repass along over and upon the Lands for the purpose of managing, developing, repairing and maintaining the Cabins and the Trails and related improvements and infrastructure as set out in the Management Plan attached as Schedule "D";

- (b) for members of the public specifically authorized by the Licensee to pass and repass, without motor vehicles, over the Trails and to use the Cabins for recreational purposes; and
 - (c) to do all acts which in the opinion of the Licensee are necessary and incidental to the use of the Lands, Cabins and Trails for the purposes for which this licence of occupation is hereby granted.
- 2. The term of this agreement commences on the date set out above and will run for ___ years.
- 3. The Licensor hereby covenants and agrees with the Licensee that:
 - (a) it will not make, place, erect or maintain on the Lands any building, structure, foundation or obstruction which will interfere with or injure the Trails, the Cabins and the use Lands in the manner set out herein; and
 - (b) it will not do, or permit to be done, any act or thing which in the reasonable opinion of the Licensee might interfere with or injure the Trails, the Cabins or the use of the Lands in the manner set out herein.
- 4. The Licensee hereby covenants and agrees with the Licensor:
 - (a) that the Licensee will use and occupy the Lands only in accordance with and for the purposes set out herein and in the Management Plan;
 - (b) that the Licensee will do all works and things hereby authorized to be done by the Licensee over, through, under, and upon the Lands in a good and workmanlike manner, and so as to cause no unnecessary damage or disturbance to the Lands or to any improvements thereon;
 - (c) that the Licensee will, at all times, keep and maintain the Cabins and the Trails in a proper state of repair in accordance with the Management Plan;
 - (d) that the Licensee will repair all damage to the Lands caused by any work done by it, its servants, agents or contractors on the Lands at the conclusion of any such work;
 - (e) that the Licensee will install visible signage at all trail heads to recognize that the Cabins and the Trails are within Kitsumkalum Lands; to identify the risks related to the usage of the Trails and the Cabins; and to make users aware that they are assuming all risks associated with using the Cabins and the Trails;
 - (f) to obtain and keep in force insurance covering the Licensor and the Licensee (without any rights of cross-claim or subrogation against the Licensor) against claims for personal injury, death, property damage or third party or public liability

claims arising from any accident or occurrence on the Lands to an amount not less than \$_____.00;

- (g) notwithstanding subparagraph (l), the Licensor may from time to time, acting reasonably, considering the amount of insurance and type a prudent owner would carry, require the Licensee to obtain additional insurance or increase the amount of insurance and the Licensee will, within 30 days of receiving the request, obtain the required additional insurance and deliver to the Licensor written confirmation of the change;
- (h) to provide a certificate or evidence of insurance satisfactory to Licensor upon request by the Licensor; and
- (i) on the expiration or at the earlier cancellation of this Agreement, if requested by the Licensor, to remove the Cabins from the Lands and restore the surface of the Lands where the Cabins were located to the satisfaction of the Licensor acting reasonably.

5. It is mutually understood, agreed, and declared by and between the parties hereto that:

- (a) this grant of licence to the Licensee does not in any way require the Licensee to construct, maintain, replace, repair, clean or clear any road, trail or other work along, over, under or upon the Lands unless the Licensee is expressly required to perform such operations under the terms of this Agreement;
- (b) wherever the singular or masculine is used in this agreement, it shall be construed as meaning the plural or feminine or body corporate or politic where the context or the parties hereto so require;
- (c) should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding on the parties; and
- (d) the annual and day-use fees charged by the Licensee apply to recreational use of the Lands.

6. No provision of this agreement shall be deemed to have been waived by either party unless written waiver signed by the party waiving a provision has first been obtained by the party asserting a waiver and, without limiting the generality of the foregoing, no condoning, excusing or overlooking by a party of a breach of the provisions hereof nor any earlier written waiver shall be taken to operate as a waiver or constitute acquiescence to subsequent default or breach of this Agreement by either party.

7. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. This Agreement shall be governed and construed in accordance with Kitsumkalum Laws and the applicable laws of the Province of British Columbia.
9. The Licensee covenants to and does hereby indemnify and save harmless the Licensor at all times from all losses, damages, actions, suits, claims, demands, costs, expenses, fees and liabilities of any nature whatsoever by whomsoever brought, made or suffered for which the Licensor is or may become liable, incur or suffer by reason of any injury to person (including death) or loss or damage to property or economic loss arising directly or indirectly from a breach or non-performance by the Licensee of its covenants or obligations in this Agreement or by the use of the Cabins and the Trails by members of the public for their intended recreational use, arising directly or indirectly from any wrongful act, omission or negligence of the Licensee in, on, around and about the Lands, the Cabins and the Trails.

List of Schedules to be drafted and attached:

1. Management Plan
2. Map of tenure area

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

Part 3: Applicable Forms of Documents for Interests Listed in Appendix G-3

Document 5. Statutory Right of Way for Forest Service Road

Note: The Parties will update the Appendices before the Effective Date.

TERMS OF INSTRUMENT – Part 2

WHEREAS:

- A. The Grantor, Canada and the Province have entered into the Kitsumkalum Treaty dated _____ (the “Kitsumkalum Treaty”).
- B. In accordance with the Final Agreement, the Grantor wishes to provide the Province with a statutory right of way over the Right of Way Area in order that the Province can maintain and ensure continuing access to and use of the Forest Service Road.
- C. The grant of the statutory right of way under this Agreement is made pursuant section 218 of the *Land Title Act* and is necessary for the operation and maintenance of the Province’s undertaking.

NOW THEREFORE in consideration of the payment of the amount of \$10.00 Canadian dollars by the Province to the Grantor, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration as described herein, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this Part 2 Terms of Instrument for a statutory right of way along with the Form C, Part 1 of this Instrument;

"Commencement Date" means date of registration of this Agreement in the Land Title Office;

“Forest Service Road” means _____

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under land;

"Land" means the land described in Item 2 of Part 1 of this General Instrument;

“Right of Way Area” means that part of the Land described in item 2 Part 1 of this General

Instrument as shown outlined in bold on Plan No. XXXXXXXXXX, a reduced copy of which is attached hereto as Schedule "A";

- 1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.8 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.9 Time is of the essence of this Agreement.
- 1.10 No ambiguity in any of the terms of this Agreement will be interpreted in favour of any party.

ARTICLE 2 - GRANT

- 2.1 On the terms and conditions set out in this Agreement, the Grantor grants to the Province, its employees, servants, licensees, contractors, agents and invitees, including members of the public, a statutory right of way over the Right of Way Area to enter, go, return, pass and repass over the Right of Way Area for the purpose of constructing, using, developing, repairing, maintaining and managing the Forest Service Road, including access to the Right of Way Area

by machinery, equipment and motorized vehicles and to do all acts which in the opinion of the Province are necessary or incidental to the to the use of the Right of Way Area for that purpose; and

- 2.2 The Grantor covenants that the Province will and may peaceably enjoy and hold its rights under this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any person lawfully claiming from or under the Grantor.
- 2.3 This Agreement runs with and binds the Land to the extent necessary to give full force and effect to this Agreement.
- 2.4 The Grantor acknowledges and agrees that the Forest Service Road has been established and will be managed as a forest service road under the *Forest and Range Practices Act* and the Right of Way Area will be considered to be Crown land for that purpose.

ARTICLE 3 - COVENANTS

- 3.1 The Province covenants and agree to:
 - (a) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting the Province's use or occupation of the Right of Way Area, and
 - (ii) the provisions of this Agreement;
 - (b) take reasonable care to avoid causing damage to the Right of Way Area, and will promptly repair any such damage and restore the Right of Way Area to the condition existing immediately prior to the damage occurring, but will not be responsible for repairing damage caused by anyone except those listed in section 2.1 or damage from reasonable wear and tear;
 - (c) not commit any willful or voluntary waste, spoil or destruction on the Land or do anything on the Right of Way Area that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
 - (d) use and occupy the Right of Way Area only in accordance with and for the purposes set out in this Agreement;
 - (e) indemnify and save the Grantor and the Grantor's servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) the Province's breach, violation or non-performance of a provision of this

Agreement, and

- (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on the Land by virtue of the entry upon, use or occupation of the Right of Way Area by the Province its employees, servants, licensees, invitees, contractors, agents, assigns, and anyone for whom the Province is responsible,

unless caused by the Grantor's negligence or willful misconduct; and

- (f) on the termination of this Agreement, peaceably quit and deliver to the Grantor possession of the Right of Way Area in the condition as is reasonably required by the Grantor but the Forest Service Road will not be required to be removed.

ARTICLE 4 – DEFAULT

- 4.1 If the Grantor gives the Province notice that the Province has defaulted on any of the Province's obligations owed to the Grantor under this Agreement, then the Province will rectify the breach within 30 days of the notice or, if the breach cannot reasonably be rectified within 30 days, such further period as the Province may request and the Grantor may approve, such approval not to be unreasonably withheld.
- 4.2 If the Province fails to rectify the breach in such time, then the Grantor may authorize the rectification of the breach in any manner the Grantor considers appropriate, the costs of which are immediately due upon the Province receiving written notice (along with relevant invoices) of the costs. If not paid within 30 days of notice, then interest will accrue and be payable in accordance with the *Financial Administration Act* RSBC 1996 c. 138, if it applies, calculated quarterly and compounded semi-annually, from the date of notice until the date of payment of the costs plus interest.
- 4.3 All remedies of a party under this Agreement or at law may be exercised at the same time. Any action taken for one default does not prevent any action being taken for any other default.
- 4.4 This article will survive the ending of this Agreement.

ARTICLE 5 - NOTICE

- 5.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada, sent electronically, or delivered to the address of the other as follows:

to the Province:

to Grantor:

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required, if sent electronically, upon acknowledgment of receipt by the recipient, and if delivered, on the day of delivery.

ARTICLE 6 - MISCELLANEOUS

- 6.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 6.2 This Agreement extends to, is binding upon and enures to the benefit of the Grantor, its heirs, executors, administrators, successors and assigns for so long as it holds title to the Land, and extends to, is binding upon and enures to the benefit of the Province, its administrators, successors and assigns.
- 6.3 The parties agree that nothing in this Agreement constitutes one party as the other's agent, joint venturer or partner or gives one party any authority or power to bind the other party in any way.
- 6.4 No modifications of this Agreement are effective unless in writing and signed in the same manner as this Agreement.
- 6.5 The parties agree that this Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same document.

The parties have executed this Agreement by way of execution of the Form C Part 1 of this Instrument which forms part of this Agreement.

SCHEDULE A

Plan No. XXXXXXXXXX (reduced copy).

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

Part 3: Applicable Forms of Documents for Interests Listed in Appendix G-3

Document 6. Ancillary Rights Statutory Right of Way Agreement

Note: The Parties will update the Appendices before the Effective Date.

TERMS OF INSTRUMENT - PART 2

ANCILLARY RIGHTS STATUTORY RIGHT OF WAY AGREEMENT

WHEREAS:

- A. Kitsumkalum, Canada and British Columbia have entered into the Kitsumkalum Treaty;
- B. In accordance with the Kitsumkalum Treaty, the Grantor wishes to provide the grants to Hydro with respect to the Lands as herein provided; and
- C. The statutory rights of way herein granted are necessary for the operation and maintenance of Hydro's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto covenant and agree as follows:

1.0 DEFINITIONS

1.1 The following capitalized terms will have the following meanings, respectively, in this Agreement:

- (a) **“Access Areas”** means roads, lanes, trails, bridges and helicopter landing pads on the Lands from time to time, including:
 - (i) any roads, lanes, trails, bridges and helicopter pads constructed pursuant to paragraph 2.1(e); and
 - (ii) any related surface, ditching, drainage and road bed;
- (b) **“Agreement”** means the General Instrument – Part 1, the Terms of Instrument – Part 2, and all schedules attached to either of them;
- (c) **“Artifact or Feature”** means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;
- (d) **“Effective Date”** has the meaning set out in the Kitsumkalum Treaty;
- (e) **“Environment”** means the components of air and earth and includes: without limitation
 - (i) air, lands and water;
 - (ii) all layers of the atmosphere;
 - (iii) all organic and inorganic matter and living organisms; and

- (iv) the interacting natural systems that include the components listed in paragraphs (i), (ii) and (iii) above;
- (f) **“Fish Bearing Stream”** means a body of fresh water, either flowing or still, that is wetted at some or all points of the year that contains or supports fish through some or all parts of their life cycle;
- (g) **“Grantor”** means the transferor in Item 5 of the General Instrument – Part 1;
- (h) **“Hydro”** means the person named as the transferee in Item 6 of the General Instrument – Part 1;
- (i) **“Lands”** means the land described in Item 2 of the General Instrument – Part 1; **[NTD: Once the parcel boundaries of the treaty lands have been confirmed, Hydro will confirm whether this Agreement is required for each individual parcel, and where the ancillary rights are only required over a portion of the parcel, Hydro will agree to limit the application of these rights to an area shown on a sketch to be attached, which will be agreed upon by Hydro and Kitsumkalum]**
- (j) **“Kitsumkalum Treaty”** means the treaty among the Grantor, Canada, and British Columbia;
- (k) **“Risk or Hazard”** means something existing or threatened, including an emergency, that Hydro, acting reasonably, determines could be or could cause:
 - (i) an interference, disturbance or threat to the Works, including the safety and security of the Works;
 - (ii) a disruption of service from the Works to any customer of Hydro; or
 - (iii) a hazard to persons or property in relation to the Works; and
- (l) **“Works”** means all things and components, whether located on the Lands or not, using any type of technology from time to time, necessary or convenient for the purposes of distributing and/or transmitting electricity, telecommunications or communications by any method or process whatsoever, including poles, towers, antennae (except for monopole free standing antennae), anchors, guy wires, brackets, cross arms, insulators, foundations, overhead and underground conductors, wires, lines, cables and transformers, underground conduits and pipes, access nodes, cabinets, all ancillary appliances and fittings, reasonably required associated protective installations, and related works such as fencing for safety or security, devices and identifying colours for aircraft warning and utility services for the operation of any of the foregoing.

1.2 With respect to any right or obligation on the part of Hydro under this Agreement, any reference to Hydro includes, to the extent reasonably applicable, its employees, representatives, agents, contractors, sub-contractors, invitees, licensees, and those for

whom it is responsible in law. For greater certainty, Hydro remains fully liable for all of its obligations in this Agreement despite the exercise of any such right by such other persons.

2.0 GRANT OF RIGHT OF WAY

2.1 The Grantor grants to Hydro, for so long as required, the right over the Lands to:

- (a) enter, inspect, pass and repass, with or without vehicles, machinery, material or equipment, of any kind or description, as reasonably required by Hydro;
- (b) maintain, repair, rebuild, and replace any Access Areas, to such extent as may reasonably be required by Hydro for the purposes of this Agreement, provided Hydro gives the Grantor written notice before effecting any material change to an Access Area under this paragraph, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible;
- (c) install, maintain and use gates in any fences that are necessary for access, provided that both the Grantor and Hydro have keys for any lock, or locks are installed in a series to allow for access by both Hydro and the Grantor;
- (d) with prior notice to the Grantor, cut trees and vegetation that poses a Risk or Hazard, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible;
- (e) if there are no suitable and available Access Areas, construct a new Access Area, provided Hydro has proceeded in accordance with the requirements of Article 5.0, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as reasonably possible and then, if requested by the Grantor, Hydro will make reasonable efforts to restore the affected area to its previous condition and compensate for any remaining damage;
- (f) undertake works or other appropriate measures, including the removal of any obstruction or structure, to protect the Works from a Risk or Hazard, provided Hydro has proceeded in accordance with the requirements of Article 5.0, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible; and
- (g) do all things necessary or incidental to the undertakings of Hydro in connection with the above, including investigative studies and related work to ensure compliance with applicable government or regulatory requirements in relation to the rights in this Agreement.

2.2 The rights granted under this Agreement are for so long as required and will terminate, without compensation to Hydro, when Hydro no longer requires the rights under this Agreement for its undertaking and Hydro gives 90 days written notice of termination to the Grantor.

3.0 GRANTOR'S COVENANTS

3.1 The Grantor covenants with Hydro that:

- (a) it will not close an Access Area, or portion thereof, unless the Grantor has given Hydro notice of the Grantor's intention to close the Access Area, and
 - (i) Hydro has given notice that it has reasonably satisfactory alternate access to the Works; or
 - (ii) the Grantor has completed construction of another Access Area, at its sole cost and expense, that will provide alternate access to Hydro's Works that is reasonably satisfactory to BC Hydro;
- (b) if the Grantor attempts to enforce against Hydro any by-law, law, regulation, standard or requirement in relation to the Works, or in relation to their respective rights or obligations under this Agreement, that frustrates, or creates an unreasonable delay, condition, limit or impairment of Hydro's authorized use of the Right of Way Area, then the Grantor will indemnify and hold harmless Hydro or TELUS, as the case may be, from and against any resulting additional costs. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof;
- (c) the Grantor will not use or authorize the use of the Lands, including the construction of any improvements, that would create a Risk or Hazard or would interfere with Hydro's exercise of rights under this Agreement; and
- (d) except as specifically provided for in this Agreement, the Grantor will not assess any fee, charge, toll, levy or expense on or in connection with the rights herein granted.

4.0 HYDRO'S COVENANTS

4.1 Hydro will:

- (a) if, contrary to the terms of this Agreement, Hydro or its contractors, damage any structures, buildings, fixtures, improvements, chattels, crops, merchantable timber, livestock, drains, ditches, culverts, fences, or Access Areas, and such damage or contamination is not caused as a result of the Grantor's breach of the terms of this Agreement or the negligence or wilful act of the Grantor or its contractors, agents or permittees or those for whom it is responsible in law, then Hydro will, within a reasonable period of time:
 - (i) repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage but will otherwise have no liability or responsibility for any maintenance or repair of Access Areas;

- (ii) remediate any other kind of damage or contamination; or
 - (iii) where it is not practical to repair or remediate, compensate the Grantor, or if appropriate, a person in the affected area who suffers any loss as a result of the damage or contamination, to the extent that such damage or contamination was caused by Hydro, provided that compensation paid to the Grantor for merchantable timber pursuant to this sub-section will be calculated in accordance with generally accepted principles of timber valuation and, on payment, ownership of any timber under this Agreement will vest in Hydro and, at the Grantor's request, the Grantor may retain ownership of any merchantable timber cut on the Lands instead of receiving compensation for the timber;
- (b) on written notice and unless prohibited by provincial legislation or its tariff, indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings brought against the Grantor by any third party by reason of or arising out of:
- (i) any breach, violation or non-performance by Hydro of its covenants, conditions or obligations under this Agreement; or
 - (ii) any negligent act or omission on the part of Hydro in relation to its use of the Access Areas,
- but only to the extent such matter is found to be the responsibility of Hydro and was not contributed to by the negligence of, or the breach, violation, or non-performance of this Agreement by, the Grantor or those for whom the Grantor is responsible at law, and not for any matters based on nuisance or the rule in *Rylands v. Fletcher*, unless Hydro was negligent.
- (c) undertake activities permitted under this Agreement having regard for the impact on the Environment, and take prudent measures to minimize any danger or disruption to the Environment;
- (d) if Hydro unearths or discovers any Artifact or Feature on the Lands, and there is no previously agreed upon mitigation or management plan with Kitsumkalum:
- (i) promptly notify Kitsumkalum;
 - (ii) immediately cease any further activity that could affect the Artifact or Feature;
 - (iii) take reasonable measures to protect the Artifact or Feature; and
 - (iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a Kitsumkalum cultural heritage policy;

- (e) keep the portions of the Lands used by Hydro under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation by Hydro of such Lands, provided that Hydro has no obligation to keep any portion of the Lands suitable for use by anyone except Hydro;
- (f) not remove any merchantable timber from the Lands, except in compliance with any applicable laws and with the prior approval of the Grantor; and
- (g) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Hydro which relate to Hydro's use of the Lands and which Hydro is liable to pay;
- (h) notify the Grantor in writing if it no longer requires all or a portion of an Access Area that it has improved pursuant to subsection 2.1(e), and:
 - (i) will meet with the Grantor to discuss decommissioning the road;
 - (ii) the Grantor will have six months after the meeting to notify Hydro in writing that Hydro must decommission the Access Area, in which case Hydro will decommission the Access Area and restore it to a condition as close as reasonably possible to the condition that existing prior to such improvement; and
 - (iii) if Hydro is not required to remove the Access Area, they will have no further liability for its condition, use, maintenance or repair; and
- (i) provide written notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible, prior to:
 - (i) constructing drainage works;
 - (ii) undertaking works to maintain slope stability; or
 - (iii) undertaking work within a Fish Bearing Stream,

within the Lands, and, subject to its regulatory obligations, will give reasonable consideration to any concerns raised by the Grantor with respect to the proposed work.

5.0 WORK PLANS

- 5.1 Except in the case of an emergency or imminent Risk or Hazard, Hydro will provide to the Grantor a written work plan before:
- (a) constructing any Access Areas pursuant to subsection 2.1(e); or
 - (b) undertaking works or other measures to avoid a Risk or Hazard pursuant to subsection 2.1(f).

- 5.2 The Grantor will provide comments in writing to Hydro no more than 60 days after the delivery of a work plan to the Grantor pursuant to Section 5.1. Hydro will make reasonable efforts to accommodate any suggestions or requests made by the Grantor, taking into account the potential loss of productive capacity and the guiding principle that no more land will be used than is reasonably required for the proposed activity, with the goal of reaching agreement on a work plan within 90 days of delivery of a work plan to the Grantor. If no comments are received, Hydro may proceed with the work.
- 5.3 The Grantor will act reasonably in providing comments on a work plan, including taking into consideration the effects and benefits of the proposed work, the cost of the proposed work compared to the cost of alternate solutions, and any risks that may be associated with not undertaking the work, and Hydro will act reasonably in responding to such comments.
- 5.4 If the parties are not able to reach agreement on a work plan within 90 days of delivery of a work plan to the Grantor, either party may refer the matter to dispute resolution under Article 7.
- 5.5 In the event of an emergency or imminent Risk or Hazard, Hydro may immediately undertake work and take such steps on the Lands as are reasonably required in order to protect the Works or persons or property that may be at risk, and in that event Hydro will as soon as reasonably possible notify the Grantor.
- 5.6 Hydro will, upon request, pay compensation to the Grantor for any loss or damage to the affected property resulting from any error, negligence or omission in the implementation of the work plan. If Hydro disputes that it has an obligation to pay compensation or disputes the amount claimed, the dispute may be referred to dispute resolution under Article 7 by any of the parties.

6.0 MUTUAL COVENANTS

- 6.1 The parties mutually promise and agree as follows:
- (a) this Agreement will run with the Lands and will bind all present and subsequent owners of the Lands;
 - (b) this Agreement will in no way abrogate from or affect any rights, powers or privileges which Hydro may have under any other agreement registered against the title to the Lands or under any federal, provincial or local legislation;
 - (c) no compensation will be payable for any matter for which Hydro has fulfilled its obligations to repair under subsection 4.1(a); and
 - (d) failure to enforce any covenant or restriction contained in this Agreement for a breach or violation of any covenant or right contained in this Agreement will not constitute a waiver, in whole or in part, of any of the injured party's rights or remedies.

7.0 DISPUTE RESOLUTION

7.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
- (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute and agreed upon by the parties;
- (c) if the dispute is not resolved within 60 days of the notice to mediate under subsection (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia; and
- (d) if the parties do not commence arbitration within 60 days of the notice to mediate under subsection (b), then any party may refer the matter to a court of competent jurisdiction.

7.2 It is not incompatible with this Article for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

8.0 GENERAL

8.1 The expressions “Grantor” and “Hydro” include their respective heirs, executors, administrators, successors and assigns.

8.2 If the Grantor is more than one person, every covenant and agreement by the Grantor will be joint and several.

8.3 Words in one gender include all genders and words in the singular include the plural.

8.4 If any provision of this Agreement is found to be partially or wholly illegal or unenforceable, then that provision or portion thereof will be considered to be separate and severable from this Agreement and the remaining provisions will be unaffected and will remain enforceable to the fullest extent permitted by law as though the illegal or unenforceable provision or portion thereof had never been included in this Agreement.

8.5 This Agreement will not entitle Hydro to exclusive possession of the Lands and the Grantor reserves the right to grant other dispositions of any part of the Lands affected by this Agreement, so long as the grant does not materially affect or interfere with the exercise of Hydro’s rights under this Agreement.

- 8.6 The parties acknowledge that the covenant in subsection 3.1(b) relate to the powers of Kitsumkalum as a government. If Kitsumkalum transfers all or any portion of the Lands:
- (a) it will continue to be bound directly to Hydro in respect of those covenants that involve its governmental powers, notwithstanding the transfer; and
 - (b) the transferee will have no liability in respect of those covenants that can only be exercised by Kitsumkalum as a government.
- 8.7 Hydro will be entitled to enforce the covenant described in Section 8.6 directly against Kitsumkalum without additional consideration and without an amendment to this Agreement.
- 8.8 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the address for that party in the General Instrument – Part 1, or to a current email or other electronic address used for such purposes and notified by that party to the other party.
- 8.9 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:
- (a) if it was delivered personally, by courier, or by email, on the next business day; or
 - (b) if it was sent by mail, on the sixth day after the notice was mailed.
- In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.
- 8.10 A party may change their address, and specify an email address by which they may be notified, by giving notice to the other parties in accordance with this provision.
- 8.11 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act. Wherever consent or permission is required under this Agreement, such consent or permission will not be unreasonably delayed, conditioned or withheld.
- 8.12 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.
- 8.13 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.
- 8.14 The Grantor may appoint a delegate to provide Hydro with all commentary, authorizations and approvals required pursuant to this Agreement.

- 8.15 Except where this Agreement expressly provides otherwise, nothing in this Agreement will be interpreted or construed to limit or restrict any rights or obligations that Hydro may have under applicable laws.
- 8.16 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that Hydro, as a Public Utility (as defined in the Kitsumkalum Treaty), may have as set out under the Kitsumkalum Treaty.
- 8.17 There are no representations, warranties, terms, conditions, undertakings or collateral agreements, either express or implied, between the parties, other than as expressly set forth in this Agreement and in the Kitsumkalum Treaty, which together supersede all prior understandings, communications and agreements between the parties with respect to the subject matter hereof.
- 8.18 This Agreement may not be modified or amended, nor any provision waived, discharged or terminated, except by an instrument in writing signed by the parties.
- 8.19 The parties agree that Hydro will only pay compensation for interference with or damage to the Lands pursuant to this Agreement as provided under subsections 2.1(e) and 4.1(a) and section 5.6.

9.0 INTERPRETATION

9.1 In this Agreement:

- (a) capitalized terms in this Agreement have the meanings given in Article 1 (Definitions);
- (b) all attached schedules form an integral part of this Agreement, including any schedule attached to the General Instrument – Part 1;
- (c) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;
- (d) a reference to “party” or “parties” in this Agreement is a reference to the Grantor or Hydro, or both, as the context requires;
- (e) the words “include”, “includes”, and “including”, are to be read as if they are followed by the phrase “without limitation”;
- (f) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination;
- (g) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender, body politic and a corporation;

- (h) any reference to a statute means that statute and any regulations made under it, all as amended or replaced from time to time; and
- (i) any reference to an Article, Section, subsection, paragraph or subparagraph means the appropriate part of this Agreement, which for ease of reference is illustrated as follows:
 - 1.00 Article;
 - 1.1 Section;
 - (a) subsection;
 - (i) paragraph; and
 - (A) subparagraph.

END OF SET

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

**Part 4: Applicable Forms of Documents for Interests that Cross Both Former Kitsumkalum
Indian Reserves and Former Provincial Crown Land**

Document 1. Right of Way for Electrical Distribution and Telecommunication Works

Document 2. Lease for Airport Beacon

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

**Part 4: Applicable Forms of Documents for Interests that Cross Both Former Kitsumkalum
Indian Reserves and Former Provincial Crown Land**

Document 1. Right of Way for Electrical Distribution and Telecommunication Works

Note: The Parties will update the Appendices before the Effective Date.

PART 2

STANDARD CHARGE TERMS

**RIGHT OF WAY FOR ELECTRICAL DISTRIBUTION AND
TELECOMMUNICATION WORKS**

Filed by: British Columbia Hydro and Power Authority

These Filed Terms are deemed to be included in and form part of every Agreement which incorporates these Filed Terms by an election on the General Instrument.

WHEREAS:

- A. Kitsumkalum, Canada and British Columbia have entered into the Kitsumkalum Treaty;
- B. In accordance with the Kitsumkalum Treaty, the Grantor wishes to provide the grants, as herein provided, to each of Hydro and TELUS with respect to the Lands as hereinafter defined; and
- C. The statutory rights of way herein granted are necessary for the operation and maintenance of the respective undertakings of Hydro and TELUS.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto covenant and agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

- (a) “**Affiliate**” will have the meaning ascribed to it in the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended or replaced from time to time and, in the case of TELUS, includes an affiliate (as defined in that Act) of TELUS and any partnership or other unincorporated association in which TELUS or any affiliate (as defined in that Act) of TELUS has a controlling interest;
- (b) “**Agreement**” means the General Instrument – Part 1, the Filed Terms, and all schedules attached to either of them;
- (c) “**Artifact or Feature**” means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

- (d) “**Effective Date**” has the meaning set out in the Kitsumkalum Treaty;
- (e) “**Environment**” means all the components of the earth including, without limitation, all layers of the atmosphere, air, land (including, without limitation, all underground spaces and cavities and all lands submerged under water), soil, water (including, without limitation, surface and underground water), organic and inorganic matter and living organisms, the interacting natural systems that include the foregoing and all other external conditions or influences under which humans, animals and plants live or develop;
- (f) “**Filed Terms**” means these filed Standard Charge Terms;
- (g) “**Fish Bearing Stream**” means a body of fresh water, either flowing or still, that is wetted at some or all points of the year that contains or supports fish through some or all parts of their life cycle;
- (h) “**Grantor**” means the transferor in Item 5 of the General Instrument – Part 1;
- (i) “**Hydro**” means British Columbia Hydro and Power Authority, the transferee in Item 6 of the General Instrument – Part 1;
- (j) “**Interested Party**” means a person who, in relation to a portion of the Lands to which consent is required under this Agreement:
 - (i) is shown in the records of the Land Title Office as having a right of exclusive possession to such portion of the Lands; or
 - (ii) is identified in a notice in writing by the Grantor to Hydro and TELUS, as appropriate, within ten days of receiving any application from either of them, as a person with the right to give consent as provided under this Agreement in place of the Grantor;
- (k) “**Kitsumkalum Treaty**” means the treaty ratified by each of Kitsumkalum, Canada and British Columbia;
- (l) “**Lands**” means the lands described in Item 2 of the General Instrument – Part 1; **[NTD: Once the parcel boundaries of the treaty lands have been confirmed, Hydro will confirm whether this Agreement is required for each individual parcel]**
- (m) “**Right of Way Area**” has the meaning set out in section 3.1;
- (n) “**Risk or Hazard**” means something that Hydro or TELUS, acting reasonably, determines is causing or could cause:
 - (i) an interference, disturbance or threat to the Works, including without limitation the safety or security of the Works;

- (ii) a disruption of service from the Works to any customer of Hydro or TELUS; or
- (iii) a hazard to persons or property in relation to the Works;
- (o) “**Roads**” means any roads, lanes, trails, bridges, or helicopter landing pads, existing from time to time on or through the Lands;
- (p) “**TELUS**” means TELUS Communications Inc., the transferee in Item 6 of the General Instrument; and
- (q) “**Works**” means:
 - (i) as it relates to the rights and responsibilities of Hydro, all things and components using any type of technology from time to time necessary or convenient for the purpose of transmitting and distributing electricity, and for the purpose of telecommunications related to the business of Hydro, including: poles, towers, antennae (except for monopole free standing antennae), guy wires, brackets, crossarms, insulators, above ground or underground transformers, submarine cables, equipment shelters including vault boxes, anchors, attachments, lines, access nodes and cables, including underground or fibre optic cables, underground conduits, lines and pipes of every kind, cabinets, all ancillary appliances and fittings, reasonably required associated protective installations and related works such as fencing for safety or security, devices and identifying colours for aircraft warning, and utility services for the operation of any of the foregoing, but does not include transmission towers or any electrical works operated at a voltage of 69 kv or higher; and
 - (ii) as it relates to the rights and responsibilities of TELUS, all things and components, using any type of technology from time to time, necessary or convenient for the purpose of telecommunications, including: poles, towers, guy wires, brackets, crossarms, insulators, transformers, anchors, attachments, lines, access nodes and cables, including fibre optic and electrical cables, in whole or in part and underground conduits, lines and pipes of every kind, underground cables, including fibre optic and electrical cables, together with all ancillary appliances and fittings and above ground or underground equipment shelters, cabinets and vault boxes, submarine cables, and wireless telecommunications equipment, including antennas and other associated equipment.

1.2 With respect to any right or obligation on the part of Hydro or TELUS under this Agreement, any reference to Hydro or TELUS includes, to the extent reasonably applicable, their respective employees, representatives, agents, contractors, sub-contractors, invitees, licensees, and those for whom either or both of them is responsible

in law. For greater certainty, Hydro or TELUS, as the case may be, remains fully liable for all of its obligations in this Agreement despite the exercise of any such right by such other persons.

2. GRANT OF RIGHT OF WAY

2.1 The Grantor grants, separately to each of Hydro and TELUS, for so long as required, the uninterrupted right, liberty and right of way, at any time, to:

- (a) use the Right of Way Area as follows:
 - (i) excavate for, construct, install, erect, bury, abandon, replace, extend, upgrade, operate, inspect, maintain, alter, remove and repair the Works on, over, in, under, across and through the Right of Way Area;
 - (ii) clear and keep the Right of Way Area cleared of all or any part of any obstruction, improvement or other matter, because of a Risk or Hazard;
 - (iii) clear and keep the Right of Way Area cleared (including pruning or removal) of any vegetation, including trees;
 - (iv) conduct vegetation management, which may include the application of herbicides, provided Hydro or TELUS, as the case may be:
 - (A) obtains the consent of the Grantor, such consent not to be unreasonably withheld; and
 - (B) does not conduct any aerial application of herbicides on the Lands;
 - (v) install, maintain and use gates in any fences on the Right of Way Area from time to time, provided that the Grantor has keys for any locks to allow for access by the Grantor; and
 - (vi) ground any structure, installation or thing, by whomsoever owned, situated anywhere on the Right of Way Area, because of a Risk or Hazard;
- (b) use the Lands as follows:
 - (i) enter, pass and repass for the purposes of this Agreement, with or without vehicles, equipment, machinery or materials;
 - (ii) maintain, repair, rebuild, and replace any Roads, to such extent as may reasonably be required by Hydro or TELUS in relation to this Agreement;
 - (iii) if there are no suitable and available Roads, construct a new road, lane, trail, bridge, or helicopter landing pad, provided Hydro or TELUS, as

the case may be, have proceeded in accordance with the requirements of Article 6;

- (iv) with prior notice to the Grantor, cut trees or growth outside the Right of Way Area, because of a Risk or Hazard, except in the event of an imminent Risk or Hazard, in which case notice will be given as soon as possible;
 - (v) ground any structure, installation or thing, by whomsoever owned, because of a Risk or Hazard;
 - (vi) undertake works or take steps to protect any Works located within the Lands, or to protect persons or property that may be at risk from such Works, provided Hydro or TELUS, as the case may be, have proceeded in accordance with the requirements of Article 6; and
 - (vii) Hydro may, acting reasonably, enter onto the Lands to determine electrical consumption, without notice to or prior approval from the Grantor; and
- (c) generally, do all such other acts or things as may reasonably be necessary or incidental to the exercise of rights by Hydro or TELUS under this Agreement, or because of a Risk or Hazard, including investigative studies and related work to ensure compliance with the applicable government or regulatory requirements in relation to the rights in this Agreement.

3. RIGHT OF WAY AREA

3.1 The Right of Way Area includes:

- (a) all those portions of the Lands six (6) metres on either side of the centre alignment of:
 - (i) any Works existing as of the date of this Agreement;
 - (ii) any additional Works constructed after the date of this Agreement adjacent to, under, along the sides of or across any Roads; and
 - (iii) any additional Works that provide service to any Lands adjacent to any Roads;
- (b) any of the Lands as may from time to time be consented to in writing by the Grantor, or by any delegate appointed by the Grantor; and
- (c) any other portion of the Lands as may from time to time be consented to in writing by an Interested Party.

- 3.2 Before extending any pole line or constructing any new underground equipment shelters or conduits pursuant to paragraph 3.1(a)(ii), Hydro or TELUS, as the case may be, must provide reasonable notice to the Grantor of the proposed location of such Works and must give reasonable consideration, subject to their respective regulatory obligations, to any request by the Grantor to modify the proposed location.
- 3.3 Prior to the date of this Agreement, Hydro and TELUS will provide a sketch showing the approximate location of the Works as of the date of the sketch. Hydro and TELUS will provide the Grantor on request with an updated sketch of the Works, if the Works have been extended in the previous calendar year. All of the terms and conditions of this Agreement will apply to the new Works and the related area of the Lands.

4. NON-EXCLUSIVE USE

- 4.1 This Agreement will not entitle Hydro or TELUS to exclusive possession of the Right of Way Area or any other part of the Lands and the Grantor reserves the right to grant other dispositions of any part of the Lands affected by this Agreement, so long as the grant does not materially affect or interfere with the exercise of Hydro's or TELUS's rights under this Agreement.

5. COVENANTS OF HYDRO AND TELUS

- 5.1 Hydro and TELUS each covenant separately with the Grantor to:
- (a) pay and discharge when due all applicable taxes, levies, charges and assessments from time to time lawfully assessed, levied or charged to the account of Hydro or TELUS, as the case may be, which relate to the Works or the Right of Way Area and which Hydro or TELUS is liable to pay;
 - (b) keep the portions of the Lands used by Hydro or TELUS under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation by Hydro or TELUS of such Lands, provided that Hydro and TELUS have no obligation to keep any portion of the Lands suitable for use by anyone except Hydro and TELUS;
 - (c) bury and maintain all underground Works as may be required so as not to unduly interfere with the drainage of the Lands;
 - (d) undertake activities permitted under this Agreement having regard for the impact on the Environment and take prudent measures to minimize any danger or disruption to the Environment;
 - (e) if Hydro or TELUS unearths or discovers any Artifact or Feature on the Lands, and there is no previously agreed upon mitigation or management plan with Kitsumkalum:
 - (i) promptly notify Kitsumkalum;

- (ii) immediately cease any further activity that could affect the Artifact or Feature;
 - (iii) take reasonable measures to protect the Artifact or Feature; and
 - (iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a Kitsumkalum cultural heritage policy;
- (f) not remove any merchantable timber from the Lands, except in compliance with any applicable laws and with the prior approval of the Grantor;
 - (g) not bury debris or rubbish of any kind on the Lands in excavations or backfill, and will remove shoring and similar temporary structures as backfilling proceeds;
 - (h) not commit any voluntary or permissive waste, spoil or destruction on the Right of Way Area, or do or suffer to be done thereon anything that may be or become a nuisance to the Grantor, except to the extent required by Hydro or TELUS, acting reasonably, to exercise the rights granted under this Agreement; and
 - (i) provide written notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case Hydro or TELUS, as the case may be, will give notice as soon as possible, prior to:
 - (i) constructing drainage works;
 - (ii) undertaking works to maintain slope stability; or
 - (iii) undertaking work within a Fish Bearing Stream,

within the Lands, and, subject to its regulatory obligations, will give reasonable consideration to any concerns raised by the Grantor with respect to the proposed work.

6. WORK PLANS

- 6.1 Except in the case of an emergency or imminent Risk or Hazard, Hydro or TELUS, as the case may be, will provide to the Grantor a written work plan before:
 - (a) constructing a new Road pursuant to paragraph 2.1(b)(iii); or
 - (b) undertaking any works pursuant to paragraph 2.1(b)(vi).
- 6.2 The Grantor will provide comments in writing to Hydro or TELUS, as appropriate, no more than 60 days after delivery of a work plan to the Grantor pursuant to section 6.1. Hydro or TELUS will make reasonable efforts to accommodate any suggestions or requests made by the Grantor with the goal of reaching agreement on a work plan within

90 days of delivery of a work plan to the Grantor. If no comments are received, Hydro or TELUS, as appropriate, may proceed with the work.

- 6.3 The Grantor will act reasonably in providing comments on a work plan, including taking into consideration the effects and benefits of the proposed work, the cost of the proposed work compared to the cost of alternate solutions, and any risks that may be associated with not undertaking the work.
- 6.4 If the parties are not able to reach agreement on a work plan within 90 days of delivery of a work plan to the Grantor, either party may refer the matter to dispute resolution under Article 16.
- 6.5 In the event of an emergency or imminent Risk or Hazard, Hydro and TELUS may immediately undertake work and take such steps on the Lands as are reasonably required in order to protect the Works or persons or property that may be at risk, and in that event Hydro or TELUS will as soon as reasonably possible notify the Grantor.
- 6.6 Hydro or TELUS will, upon request, pay compensation to the Grantor for any loss or damage to the affected property resulting from any error, negligence or omission in the implementation of a work plan, on the same basis as Hydro or TELUS would compensate other parties suffering comparable loss or damage. If Hydro or TELUS disputes that it has an obligation to pay compensation, or disputes the amount claimed, the dispute may be referred to dispute resolution under Article 16 by any of the parties.

7. RELOCATION OF HYDRO WORKS AT THE REQUEST OF THE GRANTOR

- 7.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, Hydro will relocate any Works in the Right of Way Area to a new location on the Lands, provided:
- (a) the new location is, in the reasonable opinion of Hydro, suitable for use for the relocated Works considering construction, maintenance and operation, safety, and cost factors;
 - (b) the Grantor gives Hydro reasonable notice to permit proper design, planning and construction of the Works to be relocated;
 - (c) before any relocation, the Grantor has paid the reasonable costs and expenses of the relocation, including costs of design, supervision and construction as estimated by Hydro, with appropriate adjustments based on actuals, after the relocation is complete; and
 - (d) the relocated Hydro Works will be subject to the terms and conditions of this Agreement.

8. RELOCATION OF TELUS WORKS AT THE REQUEST OF THE GRANTOR

- 8.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon

written request by the Grantor, TELUS will relocate any Works in the Right of Way Area to a new location on the Lands, provided:

- (a) the new location is, in the reasonable opinion of TELUS, suitable for use for the relocated Works considering construction, maintenance and operation, and cost factors;
- (b) the Grantor gives TELUS reasonable notice to permit proper design, planning and construction of the Works to be relocated;
- (c) before any relocation, the Grantor has paid the reasonable costs and expenses of the relocation as estimated by TELUS, including costs of design, supervision and construction with appropriate adjustments to be made, based on actuals, after the relocation is complete; and
- (d) the relocated TELUS Works will be subject to the terms and conditions of this Agreement.

9. RESTORATION

9.1 When all or any portion of the Right of Way Area is no longer required for the Works, Hydro or TELUS, as the case may be, will restore the ground surface of the affected portion of the Right of Way Area, as near as reasonably practicable to its condition prior to the installation of the Works, including:

- (a) the removal of any above ground Works, underground transformers and, at the request of the Grantor, any cables located within underground ducts in such portion of the Right of Way Area; and
- (b) revegetation with suitable grass seed where reasonably appropriate.

9.2 This Article will survive the expiration or any termination of this Agreement.

10. REMOVAL OF WORKS

10.1 If Hydro or TELUS determine that certain of their respective Works are no longer required under this Agreement, either may, with the consent of the Grantor, abandon such Works and, on a date specified in the consent, all of their right, title, benefit and interest in such Works will be deemed to have been transferred to the Grantor. If the consent of the Grantor is not obtained within six months after the date of the expiration of this Agreement, Hydro or TELUS, as the case may be, will remove the above ground Works, underground transformers and, at the request of the Grantor, any cables located within underground ducts, as soon as reasonably possible in the circumstances.

10.2 The Grantor may request that Hydro or TELUS, as the case may be, remove Works no longer required under this Agreement, in accordance with section 10.1. If Hydro or TELUS dispute the removal of the Works, then any party may submit the dispute to the dispute resolution process in article 16 of this Agreement.

- 10.3 Hydro and TELUS will notify the Grantor in writing if they no longer require any new Road constructed pursuant to paragraph 2.1(b)(iii) and will meet with the Grantor to discuss decommissioning of the Road. The Grantor will have six months after the meeting to notify Hydro and TELUS in writing that Hydro and TELUS must decommission the Road, in which case Hydro and TELUS will decommission the Road. If Hydro and TELUS are not required to remove a Road they will have no further liability for its condition, use, maintenance or repair.
- 10.4 Hydro will remain liable for any environmental damage to the Lands arising from any of its below ground Works that remain on or in the Right of Way Area after the expiration of this Agreement, unless the Grantor uses or authorizes the use of the remaining below ground Works for any purpose, then Hydro will not be liable for any environmental damage caused by such use or authorized use.
- 10.5 TELUS will remain liable for any environmental damage to the Lands arising from any of its below ground Works that remain on or in the Right of Way Area after the expiration of this Agreement, unless the Grantor uses or authorizes the use of the remaining below ground Works for any purpose, then TELUS will not be liable for any environmental damage caused by the Grantor's use or authorized use.
- 10.6 This Article will survive the expiration or any termination of this Agreement.

11. COVENANTS OF THE GRANTOR

- 11.1 The Grantor covenants that Hydro and TELUS will and may peaceably enjoy and hold their respective rights under this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any person for whom the Grantor is responsible at law, provided that nothing in this section 11.1 will limit the Grantor's right of inspection pursuant to section 15.1.
- 11.2 If the Grantor attempts to enforce against Hydro or TELUS any by-law, law, regulation, standard or requirement in relation to the Works, or in relation to their respective rights or obligations under this Agreement, that frustrates, or creates an unreasonable delay, condition, limit or impairment of Hydro or TELUS's authorized use of the Right of Way Area, then the Grantor will indemnify and hold harmless Hydro or TELUS, as the case may be, from and against any resulting additional costs. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof.
- 11.3 If the Grantor requires TELUS to pay any taxes, levies, charges or assessments with respect to the Right of Way Area, their respective Works, or other property of either of them, that are unreasonably in excess of what TELUS would have been required to pay if the said taxes, levies, charges or assessments had been reasonably comparable to those generally applicable in other jurisdictions in British Columbia, then the Grantor will indemnify and save harmless TELUS from and against such additional cost. This indemnity is personal to the original Grantor and not binding on any subsequent owner of

the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other comparable jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 16.

- 11.4 Without limitation to Hydro's or TELUS's statutory and regulatory authorities, the Grantor will not, directly or indirectly, without the prior written permission, not to be unreasonably withheld, of Hydro or TELUS, as the case may be:
- (a) make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, fill, pile of material, obstruction, equipment, thing or inflammable substance, or plant any growth upon the Right of Way Area, if any such action or thing, in the reasonable opinion of Hydro or TELUS:
 - (i) may interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;
 - (ii) may obstruct access to the Works or any part thereof by those authorized by Hydro or TELUS; or
 - (iii) may by its operation, use, maintenance or existence on the Right of Way Area create or increase any Risk or Hazard;
 - (b) authorize or carry out blasting or aerial logging operations on or near any portion of the Right of Way Area; or
 - (c) diminish or increase, or authorize anyone to diminish or increase, the ground elevation in the Right of Way Area by any method, including piling any material or creating any excavation, drain, or ditch in the Right of Way Area.

12. COMPENSATION FOR DAMAGE

- 12.1 If, contrary to the terms of this Agreement, Hydro or TELUS damage any structures, buildings, fixtures, improvements, or chattels, or damage any crops, merchantable timber, livestock, drains, ditches, culverts, fences, or Roads on the Lands, or contaminate the Lands in the exercise of its vegetation management rights pursuant to section 2.1, and such damage is not caused by the Grantor's breach of this Agreement or the negligence or wilful act of the Grantor or its contractors, agents or permittees, or those for whom it is responsible in law, then Hydro or TELUS, as the case may be, will, within a reasonable period of time:
- (a) repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage, but will otherwise have no liability or responsibility for any maintenance or repair of Roads;
 - (b) remediate any other kind of damage or contamination; or,

- (c) where it is not practical to repair or remediate, compensate the Grantor, or if appropriate, a person in the affected area who suffers any loss as a result of the damage or contamination, to the extent that such damage or contamination was caused by Hydro or TELUS.

12.2 Compensation paid to the Grantor for merchantable timber pursuant to section 12.1 will be calculated in accordance with generally accepted principles of timber valuation and on payment, ownership of any timber cut on the Lands under this Agreement will vest in Hydro or TELUS, as the case may be. At the Grantor's request, the Grantor may retain ownership of any merchantable timber cut on the Lands instead of receiving compensation for the timber.

13. OBLIGATION RESPECTING THIRD PARTY CLAIMS

13.1 On written notice and unless prohibited by provincial legislation or its tariff, Hydro will at all times save harmless and indemnify and keep indemnified the Grantor from and against all claims, demands, actions, suits or other legal proceedings brought against the Grantor by any third party by reason of or arising out of:

- (a) any breach, violation or non-performance by Hydro of any of Hydro's covenants, conditions or obligations under this Agreement; or
- (b) any negligent act or omission on the part of Hydro in relation to its Works, including:
 - (i) the construction, maintenance, operation or decommissioning of its Works; and
 - (ii) the exercise of its vegetation management rights pursuant to section 2.1,

but only to the extent that any such matter was found to be the responsibility of Hydro and was not contributed to by the negligence, breach, violation or non-performance of the Grantor, and not for any matters based on nuisance or the rule in *Rylands v. Fletcher*, unless Hydro was negligent.

13.2 On written notice and unless prohibited by legislation, TELUS will at all times save harmless and indemnify and keep indemnified the Grantor from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:

- (a) any breach, violation or non-performance by TELUS of any of TELUS's covenants, conditions or obligations under this Agreement; or
- (b) any negligent act or omission on the part of TELUS in respect of or in relation to its Works, including:
 - (i) the construction, maintenance, operation or decommissioning of its Works; and

- (ii) the exercise of its vegetation management rights pursuant to section 2.1,

but only to the extent that any such matter was found to be the responsibility of TELUS and was not contributed to by the negligence, breach, violation or non-performance of the Grantor.

14. FENCING

- 14.1 With the exception of transformer stations and equipment shelters, Hydro and TELUS will not fence the Right of Way Area without the prior consent of the Grantor.

15. INSPECTION

- 15.1 The Grantor may, at its expense, at all reasonable times, visually inspect the Right of Way Area and the Works or carry out tests, surveys and inspections that do not interfere with the Works. If the Grantor requires access to any part of the Right of Way Area that has been fenced off or enclosed, the Grantor will notify Hydro and TELUS, who will provide such safe access as may be reasonably required by the Grantor.

16. DISPUTE RESOLUTION

- 16.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:
 - (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
 - (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute and agreed upon by the parties;
 - (c) if the dispute is not resolved within 60 days of the notice to mediate under subsection (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia;
 - (d) if the parties do not commence arbitration within 60 days of the notice to mediate under subsection (b), then any party may refer the matter to a court of competent jurisdiction; and
 - (e) for the purposes of this section 16.1, Hydro and TELUS will only be considered as one party where the dispute arises between the Grantor, on the one hand, and Hydro and TELUS jointly, on the other.

16.2 It is not incompatible with this Article for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

17. RUNS WITH THE LAND

17.1 Subject to section 17.2, this Agreement runs with and binds the Lands to the extent necessary to give full force and effect to this Agreement.

17.2 The parties acknowledge that the covenants in sections 11.2, 11.3 and 20.8 relate to the powers of Kitsumkalum as a government. If Kitsumkalum transfers all or any portion of the Lands:

- (a) it will continue to be bound directly to Hydro and TELUS in respect of those covenants that involve its governmental powers, notwithstanding the transfer; and
- (b) the transferee will be released from any liability in respect of those covenants that can only be exercised by Kitsumkalum as a government.

17.3 Either Hydro or TELUS, as the case may be, will be entitled to enforce the covenants described in section 17.2 directly against Kitsumkalum without additional consideration and without an amendment to this Agreement.

18. ASSIGNMENT

18.1 This Agreement may be transferred or assigned at any time by Hydro or TELUS, in whole or in part, without the consent of the Grantor.

18.2 During any time that TELUS carries on business as a telecommunications services provider in a partnership controlled by TELUS or one of its Affiliates, TELUS may allow that partnership and its members to exercise any of the rights granted to TELUS in this Agreement, provided that TELUS ensures that the partnership and its members comply with TELUS's obligations in this Agreement. For greater certainty, TELUS will remain fully liable for all of its obligations under this Agreement in such circumstances.

19. NOTICE

19.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the address for that party in the General Instrument – Part 1, or to the most recent address provided by that party pursuant to section 19.3.

19.2 If any question arises as to the date on which such notice was communicated to a party, it will be deemed to have been given on the earlier of:

- (a) if it was delivered personally, by courier, or by email, on the next business day; or

- (b) if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

- 19.3 A party may change their address, and specify an email address by which they may be notified, by giving notice to the other parties in accordance with this provision.

20. GENERAL

- 20.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act. Wherever consent or permission is required under this Agreement, such consent or permission will not be unreasonably delayed, conditioned or withheld.

- 20.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

- 20.3 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.

- 1.1.1** From and after the date of this Agreement, Hydro and TELUS will not license or authorize a third party to attach its works to the Works on the Right of Way Area unless the third party has first obtained consent from the Grantor for such attachment and provided a copy of such consent to Hydro or TELUS, as the case may be.

- 1.1.2** For greater certainty, a licence granted by Hydro or TELUS, as the case may be, pursuant to section 20.4, will not grant the licensee the right to use or occupy the Right of Way Area, and the third party will be solely responsible for obtaining its own tenure to the Right of Way Area. Hydro or TELUS, as the case may be, will make reasonable efforts to work with the Grantor to address any third party whose works are attached to the Works without the Grantor's permission, but Hydro and TELUS will have no obligation to remove the works of any third party who has attached its works to the Works, either before or after the date of this Agreement:

- (a) without the required consent from the Grantor; or
- (b) whose consent has expired or been revoked.

- 20.4 The Grantor may appoint a delegate to provide Hydro and TELUS with all commentary,

authorizations and approvals required pursuant to this Agreement, including all commentary, authorizations or approvals required in relation to work plans.

- 20.5 This Agreement may not be amended except by written agreement signed by all parties to this Agreement.
- 20.6 Except where this Agreement expressly provides otherwise, nothing in this Agreement will be interpreted or construed to limit or restrict any rights or obligations that Hydro or TELUS may have under applicable laws, including laws relating to environment, archaeology and fish-bearing streams.
- 20.7 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that Hydro or TELUS, as Public Utilities, may have as set out under the Kitsumkalum Treaty.
- 20.8 Subject to section 10.1, Hydro and TELUS retain ownership for all existing Works and Works that they construct, place or install on the Right of Way Area, including any underground Works. The Works shall not form part of the freehold regardless of the degree to which they are affixed or attached to the Right of Way Area, and regardless of any damage that may be caused by their removal.
- 20.9 Kitsumkalum will make reasonable efforts to notify Hydro and TELUS if it intends to apply for a certificate of indefeasible title in the provincial Land Title Office in respect of any lands that are to be added to the Kitsumkalum treaty settlement lands after the Effective Date. The Grantor agrees to execute an amendment of this Agreement or a new agreement that incorporates these Filed Terms, at the request of either Hydro or TELUS, in order to extend the application of these Filed Terms to any additional lands acquired by Kitsumkalum after the Effective Date that are or will become treaty settlement lands within the meaning of the Kitsumkalum Treaty. Hydro or TELUS, as the case may be, will be responsible for the cost of preparing any documentation that may be necessary to amend the Agreement, or for the cost of a new agreement, and for the related costs of filing the document in the Land Title Office.
- 20.10 The parties agree that Hydro and TELUS will only pay compensation for interference with or damage to the Lands pursuant to this Agreement as provided under section 6.6 and Article 12.

21. INTERPRETATION

21.1 In this Agreement:

- (a) all attached schedules form an integral part of this Agreement, including any schedules attached to the General Instrument – Part 1;
- (b) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;
- (c) reference to "party" or "parties" is a reference to the Grantor, Hydro or TELUS,

- or all of them, as the context requires;
- (d) the words “include”, “includes”, and “including”, are to be read as if they are followed by the phrase “without limitation”;
 - (e) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination;
 - (f) any reference to a statute includes any regulations made pursuant to that statute and, unless otherwise expressly provided herein, includes a reference to all amendments made thereto and in force from time to time and any statute or regulation that may be passed which has the effect of supplementing or superseding that statute or those regulations;
 - (g) any reference to an Article, section, subsection, paragraph, or sub-paragraph means the appropriate part of this Agreement, which for ease of reference is illustrated as follows:
 - 1. Article;
 - 1.1 section;
 - (a) subsection;
 - (i) paragraph; and
 - (A) sub-paragraph; and
 - (h) any reference to “day” means a calendar day.

END OF SET

**Appendix G-4 Applicable Forms of Documents for Interests Listed in Appendices G1, G2
and G-3**

**Part 4: Applicable Forms of Documents for Interests that Cross Both Former Kitsumkalum
Indian Reserves and Former Provincial Crown Land**

Document 2. Lease for Airport Beacon

Note: The Parties will update the Appendices before the Effective Date.

TERMS OF INSTRUMENT - Part 2

For valuable consideration, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement

“Agreement” means this General Instrument;

“Artifact or Feature” means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

“Commencement Date” means «COMMENCEMENT_DATE»;

“disposition” means an act of disposal or an instrument by which the act of disposal is effected or evidenced, or by which an interest in land is disposed of or effected, or by which Kitsumkalum divests itself of or creates an interest in land and includes a licence of occupation;

“Hazardous Substances” means any substance which is hazardous to persons, property or the environment, including without limitation:

- (a) waste, as that term is defined in the *Environmental Management Act*; and
- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

“Improvements” includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Land” means the land described in item 2 of Part 1 of this General Instrument [consider if not registered: that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:]

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them; and which you are liable to pay under

applicable laws

“**Rent**” means the rent set out in Article 3;

“**Security**” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“**Term**” means the period of time set out in section 2.2;

“**we**”, “**us**” or “**our**” refers to the Transferor alone and never refers to the combination of the Transferor and the Transferee: that combination is referred to as “**the parties**”; and

“**you**” or “**your**” refers to the Transferee.

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia and applicable Kitsumkalum Laws.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.

- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any Kitsumkalum legislation, regulations, or other enactments or any policy, directive, executive direction or other such guideline of general application.
- 1.14 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the Land for operating and maintaining the airport hazard beacon.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the _____ anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - RENT

- 3.1 The Rent for the Term is \$1.00, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

4.1 You must

- (a) pay, when due,
 - (i) the Rent to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful, permissive or voluntary waste, spoliation or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1 without the prior consent of Kitsumkalum, such consent not to be unreasonably withheld;

- (h) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access;

- (i) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that you are required to hold back under the *Builders Lien Act* or any similar Kitsumkalum Law;
- (j) if any claim of lien over the Land is made under the *Builders Lien Act* or any similar Kitsumkalum Law, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (k) not cut or remove timber on or from the Land without our prior written consent.
- (l) if you hold a subsurface tenure issued by the Ministry of Energy, Mines and Low Carbon Innovation, maintain it in good standing;
- (m) not deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;
- (n) permit the free and unrestricted use by the general public of the banks of «PUBLIC_ACCESS_WATERBODY_NAME» for recreational and fishing purposes;
- (o) not interrupt passage by the public on foot, over the intertidal portion of the Land;
- (p) not place on or make to the Land any Improvement that may interfere with the ascent, descent or flight of any aircraft over the Land;
- (q) not construct, place or affix any Improvement on or to the Land within «SETBACK_DEVELOPMENT_DISTANCE» metres of the natural boundary (as that term is defined in the *Land Act*) of

«SETBACK_DEVELOPMENT_WATERBODY_NAME»;

- (r) use the Land as Common Property of Strata Plan «STRATA_TITLE_NAME»;
- (s) not locate any salting area on the Land within «SETBACK_SALTING_DISTANCE_WATER» metres of a stream (as defined in the *Water Sustainability Act*) or any other water supply area on the Land;
- (t) not locate any salting area on the Land within «SETBACK_SALTING_DISTANCE_ROADS_FENCES» metres of a road, trail or fence on the Land;
- (u) not locate any salting area on a range area on the Land that naturally receives heavier grazing;
- (v) not fence the perimeter of the Land nor erect fencing on the Land unless you obtain our prior written approval;
- (w) at our written request and at your expense, construct fences in the locations on the Land and to the standards required by us within the time specified by us;
- (x) not construct, erect or [maintain] any Improvement on the Land within «SETBACK_FLOODING_DISTANCE» metres of the natural boundary of «SETBACK_FLOODING_WATERBODY_NAME» or at an elevation at which the underside of the wooden floor system or top of pad of any such Improvement is less than «ELEVATION_FLOODING_DISTANCE_METRIC» above the natural boundary of «SETBACK_FLOODING_WATERBODY_NAME»; and

in addition to the provisions of this Agreement, you

- (i) acknowledge that we do not represent to you that any Improvement constructed, erected or maintained in accordance with the previous subsection will not be damaged by flooding or erosion; and
- (ii) agree to indemnify and save us harmless against all loss, damage, costs and liabilities including fees of solicitors and other professional advisors arising out of any breach or violation of the previous subsection, or out of any personal injury, death or property damage occurring on the Land or happening by virtue of any flood or erosion whether or not any Improvement on the Land was constructed, erected or maintained in accordance with the previous subsection;
- (y) hereafter not construct or erect any Improvement on the Land within «SETBACK_FLOODING_DISTANCE» metres of the natural boundary of «SETBACK_FLOODING_WATERBODY_NAME» or at an elevation at which the

underside of the wooden floor system or top of pad of any such Improvement is less than «ELEVATION_FLOODING_DISTANCE_METRIC» above the natural boundary of «SETBACK_FLOODING_WATERBODY_NAME»; and

in addition to the provisions of this Agreement, you

- (i) acknowledge that we do not represent to you that any Improvement constructed or erected in accordance with the previous subsection will not be damaged by flooding or erosion; and
 - (ii) agree to indemnify and save us harmless against all loss, damage, costs and liabilities including fees of solicitors and other professional advisors arising out of any breach or violation of the previous subsection, or out of any personal injury, death or property damage occurring on the Land or happening by virtue of any flood or erosion whether or not any Improvement on the Land was constructed or erected in accordance with the previous subsection;
- (z) not construct, erect or maintain any Improvement on the Land within «SETBACK_FLOODING_DISTANCE_2» metres of the natural boundary of «SETBACK_FLOODING_WATERBODY_NAME_2» or at an elevation at which the underside of the wooden floor system or top of pad of any such Improvement is less than «ELEVATION_FLOODING_DISTANCE_GEODETTIC» metres Geodetic Survey Canada datum; and

in addition to the provisions of this Agreement, you

- (i) acknowledge that we do not represent to you that any Improvement constructed, erected or maintained in accordance with the previous subsection will not be damaged by flooding or erosion; and
 - (ii) agree to indemnify and save us harmless against all loss, damage, costs and liabilities including fees of solicitors and other professional advisors arising out of any breach or violation of the previous subsection, or out of any personal injury, death or property damage occurring on the Land or happening by virtue of any flood or erosion whether or not any Improvement on the Land was constructed, erected or maintained in accordance with the previous subsection;
- (aa) hereafter not construct or erect any Improvement on the Land within «SETBACK_FLOODING_DISTANCE» metres of the natural boundary of «SETBACK_FLOODING_WATERBODY_NAME» or at an elevation at which the underside of the wooden floor system or top of pad of any such Improvement is less than «ELEVATION_FLOODING_DISTANCE_GEODETTIC» metres Geodetic Survey Canada datum; and

in addition to the provisions of this Agreement, you

- (i) acknowledge that we do not represent to you that any Improvement constructed or erected in accordance with the previous subsection will not be damaged by flooding or erosion; and
- (ii) agree to indemnify and save us harmless against all loss, damage, costs and liabilities including fees of solicitors and other professional advisors arising out of any breach or violation of the previous subsection, or out of any personal injury, death or property damage occurring on the Land or happening by virtue of any flood or erosion whether or not any Improvement on the Land was constructed or erected in accordance with the previous subsection;
- (bb) provide without compensation temporary accommodation to any vessel that is disabled or that seeks shelter in weather conditions that would render it unseaworthy;
- (cc) contact us «NOTICE_FORESHORE_ACCESS» prior to the date access to the beach is required to undertake repairs and maintenance;
- (dd) not store logs on the Land;
- (ee) obtain and maintain in good standing during the Term of this Agreement, a «NAME_OF_PERMIT_2» and within «DEADLINE_OBTAIN_PERMIT_2» of the Commencement Date of this Agreement, deliver a copy of it to us; if any soil is disturbed by you as a result of your construction, use or maintenance of the Improvements, at your expense, restore the surface of the Land to a condition satisfactory to us;
- (ff) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within «SURVEY_COMPLETION_DEADLINE»;
- (gg) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey that shows the location of all roads, buildings and other structures owned, placed on, constructed or used by you on the Land within one year of the date of the request;
- (hh) acknowledge that the Land does not comply with current health standards for, inter alia, the conventional on-site disposal of sewage due to an insufficient area of suitable soil or insufficient depth of porous soil above bedrock, hardpan, or water table, or the slope of the Land being too steep;
- (ii) covenant and agree with us that you will not, without our prior written consent, construct, place or modify any structure, building or mobile home on the Land;
- (jj) covenant and agree with us that you will not install, alter or repair an on-site sewage disposal system, unless the written approval of the Authorized Person to any installation, alteration or repair is first obtained.
- (mm) take all reasonable precautions to avoid disturbing or damaging any Artifact or Feature

found on or under the Land and, upon discovering any Artifact or Feature on or under the Land, you must:

- i. promptly notify Kitsumkalum;
 - ii. immediately cease any further activity that could affect the Artifact or Feature;
 - iii. take reasonable measures to protect the Artifact or Feature; and
 - iv. comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a Kitsumkalum cultural heritage policy.
- (nn) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (oo) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
- (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (pp) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,
 - (ii) within «DEADLINE_REMOVE_IMPROVEMENTS» days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
 - (iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the

- Land under another disposition, and
- (iv) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will cease and vest in us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (nn) for the storage or disposal of any Hazardous Substances; or
- (oo) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (pp) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (qq) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (nn) on the expiry or earlier termination of this Agreement; and
- (oo) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (pp) by you; or

- (qq) as a result of the use of the Land under this Agreement; or
- (rr) as a result of the use of the Land under the following prior agreements:
«PRIOR_AGREEMENT»

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (nn) in the event of the expiry or earlier termination of this Agreement;
- (oo) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (pp) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

4.7 We will provide you with quiet enjoyment of the Land.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement, this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act* and vested in Kitsumkalum;

- (b) other persons may hold or acquire rights to use the Land in accordance with Kitsumkalum Law; such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, by way of easement, right of way or statutory right of way, to any person and, upon such consent being given you will, if required by us, immediately execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way;
- (d) for the purpose of subsection (c), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would have a material adverse impact on your use of the Land under this Agreement;
- (e) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (f) if a proposed disposition under subsection (c) will not have a material adverse impact on your use of the Land under this Agreement you must not require any payment, whether as compensation or any other charge, as a condition of your consent to that disposition;
- (g) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (c), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (h) subject to subsection (g), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, and privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (i) you will not commence or maintain any action or proceedings in respect of any interference with your use of the Land under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (j) any interference with your use of the Land under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsection

- (a), (b) and (c) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (k) this Agreement is subject to the prior rights of the holder of the _____;
- (l) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (m) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;
- (n) you will not moor or secure any boat or structure to the Improvements or on any part of the Land for use as a live-aboard facility, whether permanent or temporary;
- (o) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;
- (p) you will make no claim against us or any person acting under the authority of Kitsumkalum Law for compensation, in damages or otherwise, if the Land becomes unsuitable for the purposes set out in this Agreement because of erosion, flooding or debris flow affecting the Land;
- (q) notwithstanding anything to the contrary in this Agreement, if we, in our sole discretion, determine that the Land is required for flooding purposes in connection with a hydro electric power project, we may cancel this Agreement on «NOTICE_FLOODING_CANCELLATION» days written notice to you, and where we cancel this Agreement under this provision, neither you nor any person claiming under you shall be entitled to any form of compensation;
- (r) you are aware of and, on behalf of yourself and your heirs, executors, administrators, successors and assigns, hereby acknowledge that there is a potential flood, erosion and debris flow danger to the Land from «WATER_HAZARD_NAME»;
- (s) on behalf of yourself and your successors and assigns, you acknowledge that we do not represent to you, or to any other person that any Improvement or chattel, including the contents of any Improvement, on the Land will not be damaged by flooding or erosion and, on behalf of yourself and your successors and assigns, with full knowledge of the potential flood, erosion or debris flow danger,

- (i) you agree to indemnify and to save us and our employees, servants or agents harmless from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which we or any of our employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any proviso on your part or your heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Land, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of them, built, constructed or placed on the Land, caused by flooding, erosion or some such similar cause; and
- (ii) you remise, release and forever discharge us and our employees, servants or agents from all manner of actions, causes of action, suits, debts, accounts, covenants, contracts, claims and demands which you or any of your heirs, executors, administrators, successors and assigns may have against us and our employees, servants or agents for and by reason of any personal injury, death or loss or damage to the Land, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Land, caused by flooding, erosion or some such similar cause;
- (t) nothing in this Agreement shall prejudice or affect our rights, powers and remedies in relation to you , including your heirs, executors, administrators, successors and assigns, or the Land, under any law, bylaw, order or regulation or in equity, all of which rights, powers and remedies may be fully and effectively exercised by us as if this Agreement had not been made by the parties;
- (u) this Agreement is subject to the right of «NAME_DYKE_OPERATOR» to enter into, upon and use the Land for the purpose of constructing, operating and maintaining a dyke along the bank(s) of the «WATERBODY_NAME»;
- (v) this Agreement is subject to the «NAME_PRIOR_CHARGE» for the purpose of constructing, operating and maintaining «PRIOR_WORKS»;
- (w) this Agreement is subject to the prior rights of the holder of the «NAME_PRIOR_CHARGE_GENERIC»;
- (x) this Agreement is subject to the prior rights of the registered trapline licence held by «NAME_TRAPLINE_HOLDER» to all trapping privileges over Kitsumkalum lands under the provisions of the *Wildlife Act* for a period of «PERIOD_TRAPPING_LICENCE» from the date of this Agreement;
- (y) this Agreement is subject to the statutory right of way to be issued to «NAME_SRW_HOLDER» over that area of the Land more particularly shown shaded in brown on the Legal Description Schedule attached to this Agreement (called the “Area” in this Agreement) for the purpose of constructing, operating and maintaining

«SRW_WORKS». You acknowledge that the survey of the Area is not complete and that the surveyed boundaries of the Area may include more or less land than is shown shaded in brown on the Legal Description Schedule;

- (z)
- (aa) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (bb) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(q)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(q)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(q)(iii); and
- (cc) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$«SECURITY_AMOUNT» which will
 - (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Rent and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts

drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term, a Homeowner's Package Insurance Policy or other personal lines residential insurance policy, including Comprehensive Personal Liability in an amount of not less than \$«INSURANCE_AMOUNT» per occurrence, with an extension insuring against liability for personal injury, bodily injury, and property damage arising from accidents or occurrences on the Land or the Improvements, including «PERSONAL_LIABILITY_USE»;
- (b) make your insurer aware of this Agreement within 30 days of signing this Agreement.
- (c) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$«INSURANCE_AMOUNT» inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
 - (ii) Sudden and accidental pollution endorsement on the Commercial General Liability insurance policy with a limit of liability not less than \$«INSURANCE_AMOUNT» or if such endorsement is unavailable sudden and accidental pollution insurance insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the performance of this Agreement by you with a limit of liability not less than \$«INSURANCE_AMOUNT» per occurrence, including provision to provide 30 days advance notice to us of material change or cancellation, and the policy shall include us as additional insured;

- (iii) Environmental Impairment Liability (Pollution Legal Liability) insurance insuring against bodily injury, property damage, and cleanup expenses (including removal and/or transit and disposal of contaminants) arising from gradual or sudden pollution events arising from the performance of this Agreement by you in an amount not less than \$«INSURANCE_AMOUNT» per occurrence, including provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured. If this insurance is written on a claims-made basis it must include the option to purchase an extended reporting period of 24 months beyond the date of cancellation or expiry of this Agreement;
 - (iv) Aircraft Liability insurance on all aircraft operated or used in the performance of this Agreement insuring against bodily injury, property damage, and passenger liability, in an amount not less than the limits of liability imposed by any Canadian Aviation Regulation and in any event not less than a per occurrence combined single limit of:
 - A \$«INSURANCE_AMOUNT» for aircraft up to 5 passenger seats, or
 - B \$«INSURANCE_AMOUNT» plus \$«INSURANCE_AMOUNT» for each additional passenger seat for aircraft up to 10 passenger seats, or
 - C \$«INSURANCE_AMOUNT» for aircraft over 20 passenger seats;

and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured. Where applicable, such policy will also include coverage for aerial drift or misapplication of fertilizers or herbicide chemicals in an amount not less than \$«INSURANCE_AMOUNT» per occurrence;
 - (v) Airport Premises and Operations Liability in an amount not less than \$«INSURANCE_AMOUNT» per accident or occurrence, and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
 - (vi) Watercraft liability insurance on all watercraft operated or used in the performance of this Agreement by you (including rented watercraft), in an amount not less than the limits of liability imposed by the *Marine Liability Act* and in any event not less than \$«INSURANCE_AMOUNT» and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured and if applicable, include coverage for marine towing operations;
- (d) ensure that all insurance required to be maintained by you under this Agreement is

primary and does not require the sharing of any loss by any of our insurers;

- (e) On or before the Commencement Date of this Agreement, provide to us evidence of all required insurance in a form satisfactory to us;
- (f) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance;
- (g) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 30 days of receiving such notice, cause the amounts and types to be changed and deliver to us confirmation for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

7.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.

7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.6.

ARTICLE 8 - TERMINATION

8.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 30 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you fail to maintain in good standing any disposition or other licence or permit issued by us in any way related to your use and occupation of the Land under this Agreement, including without limitation the «CROSS_CANCELLATION_DETAILS»;
- (d) if you fail to maintain in good standing any disposition issued by us to you for the use and occupation of Crown land;
- (e) if you transfer or assign your interest in fee simple in all that parcel or tract of land more particularly described as «CLIENT_FEE_SIMPLE_LEGAL»;
- (f) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (g) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;

- (h) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (i) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 30 days, you will be deemed to have complied with the remedying of it if you:

- (a) notify us as to the additional time required; and
- (b) commence remedying or curing the condition within as soon as possible and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under Kitsumkalum Law.

ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.

9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.

9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in «ARBITRATION_CITY», British Columbia, and if we or our authorized representative have no office in «ARBITRATION_CITY», British Columbia, then our offices (or the offices of our authorized representative) that are closest to «ARBITRATION_CITY», British Columbia.

- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.
- 9.6 It is not incompatible with this Article for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

«DB_ADDRESS_REGIONAL_OFFICE»;

to you

«DB_ADDRESS_MAILING_TENANT»;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent copy of any notice will, where possible, be provided to the other party by email or other electronic means but nothing in this section, and specifically the lack of delivery of a copy of any notice by email or other electronic means, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive

or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an “as is” basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;

- (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a “site disclosure statement” under the *Environmental Management Act* or any regulations made under that act;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.

11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

END OF DOCUMENT

**Appendix G-5 Interests on Former Provincial Crown Land to Continue in Accordance with
Provincial Law**

Part 1: Subsurface Tenures Issued Under the *Mineral Tenure Act*

Note: The Parties will update the Appendices before the Effective Date.

Interest Holder	Mineral Tenure	Tenure No.	General Location
Prospect Ridge Resources Corp.	Mineral Cell Title Submission	1078786	Appendix B-3 Maps 23, 25
Prospect Ridge Resources Corp.	Mineral Cell Title Submission	1080814	Appendix B-3 Map 25
Prospect Ridge Resources Corp.	Mineral Cell Title Submission	1078758	Appendix B-3 Maps 17, 19, 20, 23
Prospect Ridge Resources Corp.	Mineral Cell Title Submission	1078672	Appendix B-3 Map 23
MOLL, John Wesley	Mineral Cell Title Submission	508169	Appendix B-3 Map 2-3
MCQUAY, Larry E.	Placer	570092	Appendix B-3 Map 12
MCQUAY, Larry E.	Placer	574344	Appendix B-3 Map 12
NEIS, Edward George	Placer	672625	Appendix B-3 Map 12
CHRISTIANSEN, Carolyn Joan	Placer	834464	Appendix B-3 Map 12

**Appendix G-5 Interests on Former Provincial Crown Land to Continue in Accordance with
Provincial Law**

Part 2: Water Rights Under the *Water Sustainability Act*

Note: The Parties will update the Appendices before the Effective Date.

Water Licence No.	Location	Appurtenance	General Location
C072065	Finlay Lake	Lot 1, District Lot 4360, Range 5, Coast District, plan 11551, West of Kalum Lake Rd RoW	Appendix B-3 Maps 28-29
C050326	Charles Creek	Lot 1298, Range 5, Coast District	Appendix B-3 Map 40
C041644	Eneeksagilaguaw Creek	Kitsumkalum IR#1	Appendix B-2 Map 2
503997	Kitsumkalum River (64, 64 feet), and KLUM - Skeena River - Mainstem - Zymagotitz River to Kitwanga River (64 feet)	Kitsumkalum IR#1	Appendix B-2 Map 2
C115500	Austin Creek Banting Creek	That portion of unsurveyed Crown Land, held under land file 6406831, outlined in red, Range 5, Coast District	Appendix B-3 Map 8
503296	Maroon Creek	District Lot 7523, Range 5, Coast District except any portion of the SRW of the Dominion Telegraph Line having a width of 100 ft which may lie within the boundaries of the said land and except plans 6061 and PRP13021 and PRP13643.	Appendix B-3 Map 17
504165	Kitsumkalum River	Kitsumkalum IR#1	Appendix B-2 Map 2

Appendix G-5 Interests on Former Provincial Crown Land to Continue in Accordance with Provincial Law

Part 3: Guide Outfitter Certificates Issued Under the *Wildlife Act*

Note: The Parties will update the Appendices before the Effective Date.

Certificate No.	General Location
610016	Appendix B-3 Maps 1-45

**Appendix G-5 Interests on Former Provincial Crown Land to Continue in Accordance with
Provincial Law**

Part 4: Traplines Issued Under the *Wildlife Act*

Note: The Parties will update the Appendices before the Effective Date.

Trapline Registration No.	General Location
TR0609T048	Appendix B-3 Maps 42-44
TR0610T014	Appendix B-3 Maps 43-44
TR0611T036	Appendix B-3 Maps 4, 46
TR0615T001	Appendix B-3 Maps 32, 34, 37-39, 41, 43-45
TR0615T002	Appendix B-3 Maps 27-30, 40-41
TR0615T005	Appendix B-3 Maps 1, 24, 26-32, 40-41
TR0615T006	Appendix B-3 Maps 26, 30-41
TR0615T007	Appendix B-3 Maps 16,18-28, 35-36
TR0615T010	Appendix B-3 Maps 17, 19
TR0615T011	Appendix B-3 Maps 14-18
TR0615T012	Appendix B-3 Maps 7, 9-10, 12-14, 16
TR0615T015	Appendix B-3 Maps 1-8, 10-15
TR0615T033	Appendix B-3 Map 37
TR0615T034	Appendix B-3 Maps 36-37

Appendix G-6 Interests on Former Private Fee Simple Lands

Note: The Parties will complete this sub-appendix for the Ratification version of the Treaty.

Appendix H Crown Corridors and Roads

Part 1: Crown Corridors

Part 2: Roads to be Deactivated

Note: The Parties will update the Appendices before the Effective Date.

Appendix H Crown Corridors and Roads

Part 1: Crown Corridors

Note: The Parties will update the Appendices before the Effective Date.

Road	Width (metres)	General Location
Nisga'a Highway (Kalum Lake Road) - Highway 113	60+	Appendix B-3 Map 1-7, 17, 19-20, 23, 25, 27-29
Yellowhead Trans-Canada Highway – Highway 16	60	Appendix B-3 Map 41, 45
Egan Road	30	Appendix B-3 Map 8, 12
Pat Roy Road	30	Appendix B-3 Map 27
Har-Lees Place Road	30	Appendix B-3 Map 28
Kozier Road	30	Appendix B-3 Map 44
Access Corridor	25	Appendix B-3 Map 10
Carlota Road	30	Appendix B-3 Map 7
7817 Section 01, West Kalum FSR	30	Appendix B-3 Map 4-7, 10, 14, 16, 18, 20-22, 24, 26, 28, 30, 40-41
10684 Section 01, Big Cedar FSR	30	Appendix B-3 Map 3-5

Appendix H Crown Corridors and Roads

Part 2: Roads to be Deactivated

Note: The Parties will complete this sub-appendix for the Ratification version of the Treaty.

Appendix I Expropriation Procedures

Part 1: Federal Expropriation Procedures

Part 2: Provincial Expropriation Procedures

Note: The Parties will update the Appendices before the Effective Date.

Appendix I Expropriation Procedures

Part 1: Federal Expropriation Procedures

Note: The Parties will update the Appendices before the Effective Date.

1. The Governor-in-Council may consent to an expropriation of an interest in Kitsumkalum Lands if the expropriation is justifiable in accordance with paragraph 3 and necessary for a public purpose.
2. For greater certainty, where Federal Law deems an expropriation to be for a public purpose, the expropriation will be deemed to be necessary for a public purpose under this Agreement.
3. The Governor-in-Council may consent to any expropriation of an interest in Kitsumkalum Lands only if the Governor-in-Council is satisfied that, in addition to any other legal requirements that may apply, the following requirements have been met:
 - a. there is no other reasonably feasible alternative land to acquire that is not Kitsumkalum Lands;
 - b. reasonable efforts have been made by the Federal Expropriating Authority to acquire the interest in Kitsumkalum Lands through agreement with Kitsumkalum;
 - c. the most limited interest in Kitsumkalum Lands necessary is expropriated for the shortest time required; and
 - d. all information relevant to the expropriation, other than documents that would be protected from disclosure pursuant to Federal Law, has been provided to Kitsumkalum.
4. Prior to the Governor-in-Council issuing an order consenting to the expropriation of an interest in Kitsumkalum Lands, the Federal Expropriating Authority will provide to Kitsumkalum, and make available to the public, a report stating the justification for the expropriation and describing the steps taken to satisfy the requirements set out in paragraph 3.
5. If Kitsumkalum objects to a proposed expropriation of an interest in Kitsumkalum Lands, it may, within 60 days after the report has been provided to Kitsumkalum under

paragraph 4, by providing notice in writing to the Federal Expropriating Authority refer the matter directly to neutral evaluation under Stage Two of Chapter 29 Dispute Resolution for review of the steps taken to satisfy the requirements set out in paragraph 3.

6. The Federal Expropriating Authority may not seek Governor-in-Council consent to the expropriation of an interest in Kitsumkalum Lands:
 - a. before the expiration of the period referred to in paragraph 5;
 - b. if Kitsumkalum has referred the matter to a neutral evaluator in accordance with paragraph 5, before the neutral evaluator has delivered an opinion on the matter, such opinion to be rendered within 60 days of the referral being made; or
 - c. within such additional time as Kitsumkalum and the Federal Expropriating Authority may agree.
7. Without limiting the generality of Chapter 29 Dispute Resolution, the opinion of the neutral evaluator under subparagraph 6(b):
 - a. is without prejudice to the legal positions that may be taken by a Federal Expropriating Authority and Kitsumkalum in court or in any other forum;
 - b. will not be admissible in any legal proceedings, unless otherwise required by law; and
 - c. is not binding on the Governor-in-Council under paragraphs 1 and 3.
8. If a fee simple interest in a parcel of Kitsumkalum Lands is expropriated by a Federal Expropriating Authority, the Federal Expropriating Authority will make reasonable efforts to identify replacement land within the Kitsumkalum Harvest Area, being Crown land or land available on a willing-seller willing-buyer basis of equivalent or greater size and comparable value and, if acceptable to Kitsumkalum, to acquire and offer the replacement land to Kitsumkalum as partial or full compensation for the expropriation. If the Federal Expropriating Authority and Kitsumkalum are unable to agree on the provision of replacement land as compensation, the Federal Expropriating Authority will provide Kitsumkalum with other compensation in accordance with this Agreement.

9. Subject to paragraph 12, if the replacement land identified by the Federal Expropriating Authority would result in the total size of Kitsumkalum Lands being less than at the Effective Date and Kitsumkalum does not agree that the replacement land is of comparable value to the interest in Kitsumkalum Lands being expropriated, Kitsumkalum may refer the issue of whether the replacement land is of comparable value to the interest in Kitsumkalum Lands being expropriated to be finally determined by arbitration under Chapter 29 Dispute Resolution.
10. The total value of compensation for an interest in Kitsumkalum Lands expropriated by a Federal Expropriating Authority pursuant to this Appendix will be based upon the following factors:
- a. the market value of the expropriated interest or of the Kitsumkalum Lands in which an interest has been expropriated;
 - b. the replacement value of any improvement to the Kitsumkalum Lands in which an interest has been expropriated;
 - c. any expenses or losses resulting from the disturbance directly attributable to the expropriation;
 - d. any reduction in the value of any interest in Kitsumkalum Lands that is not expropriated which directly relates to the expropriation;
 - e. any adverse effect on any cultural or other special value of Kitsumkalum Lands in which an interest has been expropriated provided that the cultural or other special value is only applied to an interest in Kitsumkalum Lands recognized in law and held by Kitsumkalum, and provided that there will be no increase in the total value of compensation on account of any Aboriginal rights, title or interest; and
- Note: Paragraph 15.(e) is subject to further review by the Parties.
- f. the value of any special economic advantage arising out of or incidental to the occupation or use of the Kitsumkalum Lands by Kitsumkalum to the extent that the value is not otherwise compensated.

11. Subject to paragraph 12, if the total value of compensation cannot be agreed upon between the Federal Expropriating Authority and Kitsumkalum, or if there is disagreement on whether the combination of replacement land and cash is equal to the total value of compensation, the Federal Expropriating Authority or Kitsumkalum may refer the matter for dispute resolution under Chapter 29 Dispute Resolution.
 12. A dispute on the valuation of replacement land under paragraph 9, or on the total value of compensation under paragraph 11, or on the terms and conditions of the return of land under paragraph 25, will not delay the expropriation.
 13. Interest is payable on compensation from the date of an expropriation at the interest rate payable in accordance with Federal Law.
 14. If a Federal Expropriating Authority expropriates or otherwise acquires a fee simple interest in a parcel of Kitsumkalum Lands, the land will no longer be Kitsumkalum Lands, and Appendix B will be amended in accordance with the process set out in paragraph 9 of Chapter 31 Amendment.
 15. If a Federal Expropriating Authority expropriates less than a fee simple interest in a parcel of Kitsumkalum Lands:
 - a. the parcel of land retains its status as Kitsumkalum Lands;
 - b. the parcel of land remains subject to Kitsumkalum Law that are otherwise applicable, except to the extent that such laws are inconsistent with or interferes with the use of the interest that was expropriated; and
 - c. Kitsumkalum may continue to use and occupy the parcel of land, except to the extent the use or occupation is inconsistent with or interferes with the expropriation in the view of the Federal Expropriating Authority.
- Note: Paragraph 15.(c) is subject to further review by the Parties.
16. Kitsumkalum may make a request under paragraph 95 of Chapter 3 Kitsumkalum Lands to have a parcel of replacement land transferred to Kitsumkalum under paragraph 8 added to Kitsumkalum Lands, if that parcel of land is within the Kitsumkalum Harvest Area.

17. Paragraphs 101 to 108 of Chapter 3 Kitsumkalum Lands apply to a request to add a parcel of replacement to Kitsumkalum Lands made under paragraph 16, except as otherwise provided in paragraphs 18 and 19.
18. When considering a request to add a parcel of replacement to Kitsumkalum Lands made under paragraph 16, Canada will take into account the matters set out in subparagraphs 102.(a) and 102.(b) of Chapter 3 Kitsumkalum Lands and will not take into account the matters set out in subparagraph 102.(c) of Chapter 3 Kitsumkalum Lands.
19. Notwithstanding paragraph 18, Canada will agree to a request made under paragraph 16 if the replacement land does not overlap with an area that is the subject of any claims or treaty negotiations with another First Nation.
20. If an expropriated interest in a parcel of Kitsumkalum Lands is no longer required for the purpose for which it was expropriated, the federal department, agency, or other entity, or its successors or assigns, will ensure that the interest in land is returned to Kitsumkalum, on the terms and conditions negotiated in accordance with paragraph 25.
21. Where Kitsumkalum becomes the registered owner of the fee simple interest in a parcel of land that is returned to Kitsumkalum under paragraph 20, Kitsumkalum may add that parcel to Kitsumkalum Lands upon notice to Canada and British Columbia.
22. Upon receipt by Canada and British Columbia of a notice under paragraph 21, Appendix B will be amended in accordance with the process set out in paragraph 9 of Chapter 31 Amendment to reflect the addition of the parcel, and the land will become Kitsumkalum Lands when the amendment takes effect.
23. The consent of the Governor-in-Council is not required to give effect to a reversion under paragraph 20, and the federal department, agency or other entity who holds the expropriated interest will determine the disposition of any improvements made to the land in a manner consistent with the agreement reached pursuant to paragraph 25.
24. Kitsumkalum agrees that the return of an interest in Kitsumkalum Lands in accordance with paragraph 20 will not result in Canada or British Columbia assuming financial or other obligations, unless agreed to in writing at the time of the expropriation.

Note: Paragraph 24 is subject to further review by the Parties.

25. At the time of the expropriation, Kitsumkalum and the Federal Expropriating Authority will negotiate the terms and conditions of the return of an expropriated interest in Kitsumkalum Lands, including:
- a. requirements relating to financial considerations based on market value principles;
 - b. the condition of the land to be returned; and
 - c. the process for resolving any disputes around the implementation of these terms and conditions.
26. Where the terms and conditions of the return of an expropriated interest in Kitsumkalum Lands cannot be agreed upon by Kitsumkalum and the Federal Expropriating Authority at the time of the expropriation, either Kitsumkalum or the Federal Expropriating Authority, may refer the issue to be finally determined by arbitration under Chapter 29 Dispute Resolution.
27. Except as otherwise provided in paragraphs 5, 9, 11 and 26 of this Appendix, no conflict or dispute between the Parties respecting the interpretation, application or implementation of paragraphs 119 to 122 of Chapter 3 Kitsumkalum Lands or this Appendix will go to dispute resolution under Chapter 29 Dispute Resolution.
28. Where the fee simple interest in a parcel of Kitsumkalum Lands is held by any person other than Kitsumkalum, any interest in that parcel of Kitsumkalum Lands may be expropriated by a Federal Expropriating Authority in accordance with:
- a. Federal Law;
 - b. the consent of the Governor-in-Council; and
 - c. paragraphs 1 to 7, 14 to 15 and 20 to 26;
 - d. and for greater certainty, any return of land under paragraphs 20 to 24 will be to Kitsumkalum.
29. For greater certainty, except to the extent that this Agreement modifies the application of Federal Law relating to an expropriation of Kitsumkalum Lands, Federal Law relating to expropriation will apply to an expropriation of Kitsumkalum Lands.

Appendix I Expropriation Procedures

Part 2: Provincial Expropriation Procedures

Note: The Parties will update the Appendices before the Effective Date.

General

1. A Provincial Expropriating Authority may expropriate an interest or estate in Kitsumkalum Lands only with the consent and by the order of the Lieutenant- Governor-in-Council.
2. Except to the extent that this Agreement modifies the application of Provincial Law, Provincial Law applies to the expropriation of Kitsumkalum Lands by a Provincial Expropriating Authority, including the process and procedures under the *Expropriation Act*.

Purchase of Kitsumkalum Lands

3. Where a Provincial Expropriating Authority has determined that it requires Kitsumkalum Lands, the Provincial Expropriating Authority will make reasonable efforts to acquire the interest or fee simple estate by agreement with the owner.
4. The Provincial Expropriating Authority will notify Kitsumkalum of its intention to acquire Kitsumkalum Lands.
5. Where the Provincial Expropriating Authority and the owner of the fee simple estate are unable to reach an agreement on the acquisition of Kitsumkalum Lands, the Provincial Expropriating Authority may proceed with expropriation in accordance with this Appendix.
6. Where the Provincial Expropriating Authority other than British Columbia has determined that:
 - (a) it requires a fee simple estate in Kitsumkalum Lands; and
 - (b) the fee simple estate may no longer be Kitsumkalum Lands given the purposes for which the land is to be used, then, notwithstanding any agreement for the purchase of the fee simple estate in Kitsumkalum Lands, the removal of the fee simple estate from Kitsumkalum Lands will require the consent of the Lieutenant-Governor-in-Council having regard for the factors under section 8.

Lieutenant-Governor-in-Council Consent

7. The Lieutenant-Governor-in-Council may issue an order consenting to an expropriation of Kitsumkalum Lands by a Provincial Expropriating Authority only:
 - (a) after the conclusion of the procedures described in sections 10 and 11; and
 - (b) where the expropriation is justifiable under section 8 based on:

- i. information furnished by the Provincial Expropriating Authority; and
 - ii. the inquiry officer's report where an inquiry has been held under the *Expropriation Act*.
8. An expropriation is justifiable under section 7 where the Lieutenant-Governor-in-Council is satisfied that, in addition to the applicable requirements under Provincial Law, the following requirements have been met:
 - (a) there is no other reasonably feasible alternative to the expropriation, including the use of lands that are not Kitsumkalum Lands;
 - (b) reasonable efforts have been made by the Provincial Expropriating Authority to acquire the Kitsumkalum Lands through agreement with the owner;
 - (c) the Provincial Expropriating Authority has confirmed that the proposed expropriation is the smallest interest or estate necessary and for the shortest time required;
 - (d) where, in the case of a fee simple estate, the Provincial Expropriating Authority other than British Columbia has requested that the lands no longer be Kitsumkalum Lands, the Provincial Expropriating Authority has confirmed that the removal of the lands from Kitsumkalum Lands is necessary for the purposes for which the land is to be used;
 - (e) where Kitsumkalum has objected to the expropriation, reasonable efforts have been made to resolve the objection;
 - (f) where the Kitsumkalum Lands are held by Kitsumkalum and Kitsumkalum has designated all or a portion of those lands as a Kitsumkalum Heritage Site under Kitsumkalum Law, reasonable efforts have been made to minimize or, where possible, avoid impacts on those portions of the lands that have been designated as a Kitsumkalum Heritage Site; and
 - (g) information relevant to the expropriation, other than documents that would be protected from disclosure under Provincial Law, has been provided to Kitsumkalum, including:
 - i. the Provincial Expropriating Authority's report referred to in section 6; and
 - ii. the inquiry officer's report where an inquiry has been held under the Expropriation Act.
9. Notwithstanding sections 7 to 8, the Lieutenant-Governor-in-Council may consent to the expropriation if the Minister or Lieutenant-Governor-in-Council has declared a state of emergency.

Expropriation Process

10. Before the Lieutenant-Governor-in-Council makes a decision under section 7, the Provincial Expropriating Authority will provide Kitsumkalum with a report which states

the reasons for the expropriation and addresses the factors under section 8.a to f.

11. Within 30 days of receipt of the report under section 10, Kitsumkalum will notify the Provincial Expropriating Authority if it objects to the expropriation of Kitsumkalum Lands and, within 30 days of the Provincial Expropriating Authority's receipt of notice from Kitsumkalum, the Provincial Expropriating Authority and Kitsumkalum will make reasonable efforts to resolve the objection raised by Kitsumkalum.
12. Where the Provincial Expropriating Authority and Kitsumkalum are unable to resolve Kitsumkalum's objections under section 11, the Provincial Expropriating Authority may proceed with the expropriation of Kitsumkalum Lands on notice to Kitsumkalum and any person entitled to notice under the *Expropriation Act*.
13. For the purposes of section 12:
 - (a) Kitsumkalum may participate in any inquiry under the *Expropriation Act* relating to the expropriation of Kitsumkalum Lands and, whether or not it participates in the inquiry, will be entitled to receive the inquiring officer's report submitted to the approving officer; and
 - (b) where Kitsumkalum Lands are not registered in the Land Title Office, the requirements under the *Expropriation Act* to file the expropriation notice in the Land Title Office will not apply.
14. The Lieutenant-Governor-in-Council will be the "approving authority" under the *Expropriation Act* in relation to an expropriation of Kitsumkalum Lands under that Act.
15. Where the Lieutenant-Governor-in-Council has consented to the expropriation of Kitsumkalum Lands and those lands are not registered in the Land Title Office, Kitsumkalum will, at the request of the Provincial Expropriating Authority, register the lands in the Land Title Office in accordance with Chapter 5, Land Title and the Provincial Expropriating Authority will be responsible for the transaction costs of surveying, registering and transferring the land, if applicable.

Compensation

16. Where the Lieutenant-Governor-in-Council has consented to a Provincial Expropriating Authority's expropriation of Kitsumkalum Lands, the Provincial Expropriating Authority will compensate the owner of the land based on the criteria set out in Provincial Law.
17. Where the Provincial Expropriating Authority and the owner of the land disagree on the amount of compensation, the amount of compensation will be determined in accordance with Provincial Law and this Agreement.
18. A dispute under this section will not delay the expropriation.

Replacement Land

19. Where a fee simple estate in Kitsumkalum Lands is expropriated by a Provincial

Expropriating Authority, before offering compensation in accordance with Provincial Law, the Provincial Expropriating Authority will first make reasonable efforts to identify and offer replacement land of comparable value within the Kitsumkalum Area to the owner whose land is expropriated.

20. Where there is no agreement under section 19, or the replacement land is of less than comparable value, the Provincial Expropriating Authority will provide the owner with other, or additional, compensation in accordance with Provincial Law.
21. At the request of Kitsumkalum, British Columbia will consent to the replacement land being added to Kitsumkalum Lands and, where Canada consents to such replacement lands becoming Kitsumkalum Lands in accordance with a request under paragraph 95 of Chapter 3, Lands, upon receipt by Kitsumkalum of notice of the consent of each of British Columbia and Canada, Appendix B will be amended in accordance with the process set out in paragraph 9 of Chapter 31, Amendment.

Return of Expropriated Kitsumkalum Lands

22. Where the expropriated interest or estate in Kitsumkalum Land is no longer required by the Provincial Expropriating Authority, the Provincial Expropriating Authority will not dispose of the lands without first offering the owner from whom it was taken or, where such owner does not wish to acquire the land, Kitsumkalum, a right of first refusal to acquire the land.
23. Where the land was expropriated and removed from Kitsumkalum Lands under subsection 8.d, and the land is returned to the owner from whom it was taken or Kitsumkalum under section 22, Kitsumkalum may add the parcel to Kitsumkalum Lands upon notice to Canada and British Columbia.
24. Upon receipt by Canada and British Columbia of notice under section 23, the parcel will become Kitsumkalum Lands and Appendix B will be amended in accordance with the process set out in paragraph 9 of the Amendment Chapter.

Subsurface Resources

25. Unless British Columbia and Kitsumkalum agree otherwise, the expropriation and removal of a fee simple estate from Kitsumkalum Lands under section 8.d will include Subsurface Resources.
26. British Columbia acknowledges Kitsumkalum's interest in retaining ownership of the Subsurface Resources for any expropriation of Kitsumkalum Lands in fee simple.
27. Kitsumkalum will own the Subsurface Resources on any replacement lands or lands that are added to Kitsumkalum Lands under section 21 where:
 - (a) the fee simple includes ownership of the Subsurface Resources; or
 - (b) British Columbia owns the Subsurface Resources.

28. For purposes of subsection 27.b, any Subsurface Tenures and the Tenured Subsurface Resources will be administered by British Columbia accordance with paragraphs 7 to 16 of Chapter 4, Subsurface.

Kitsumkalum Law-Making Authority

29. Nothing under Kitsumkalum Law, including any restrictions on the ownership of Kitsumkalum Lands, will prevent the expropriation of Kitsumkalum Lands in accordance with this Agreement and Provincial Law.
30. Kitsumkalum Laws apply to expropriated Kitsumkalum Lands except to the extent that Kitsumkalum's use or occupation of the land or Kitsumkalum Law is inconsistent with the use of land for which the expropriation took place.

**Appendix J Kitsumkalum Co-management Areas, Impact Assessment Area, and Port
Essington Water Lot**

Part 1: Map of Kitsumkalum Co-management Areas

Part 2: Map of Impact Assessment Area

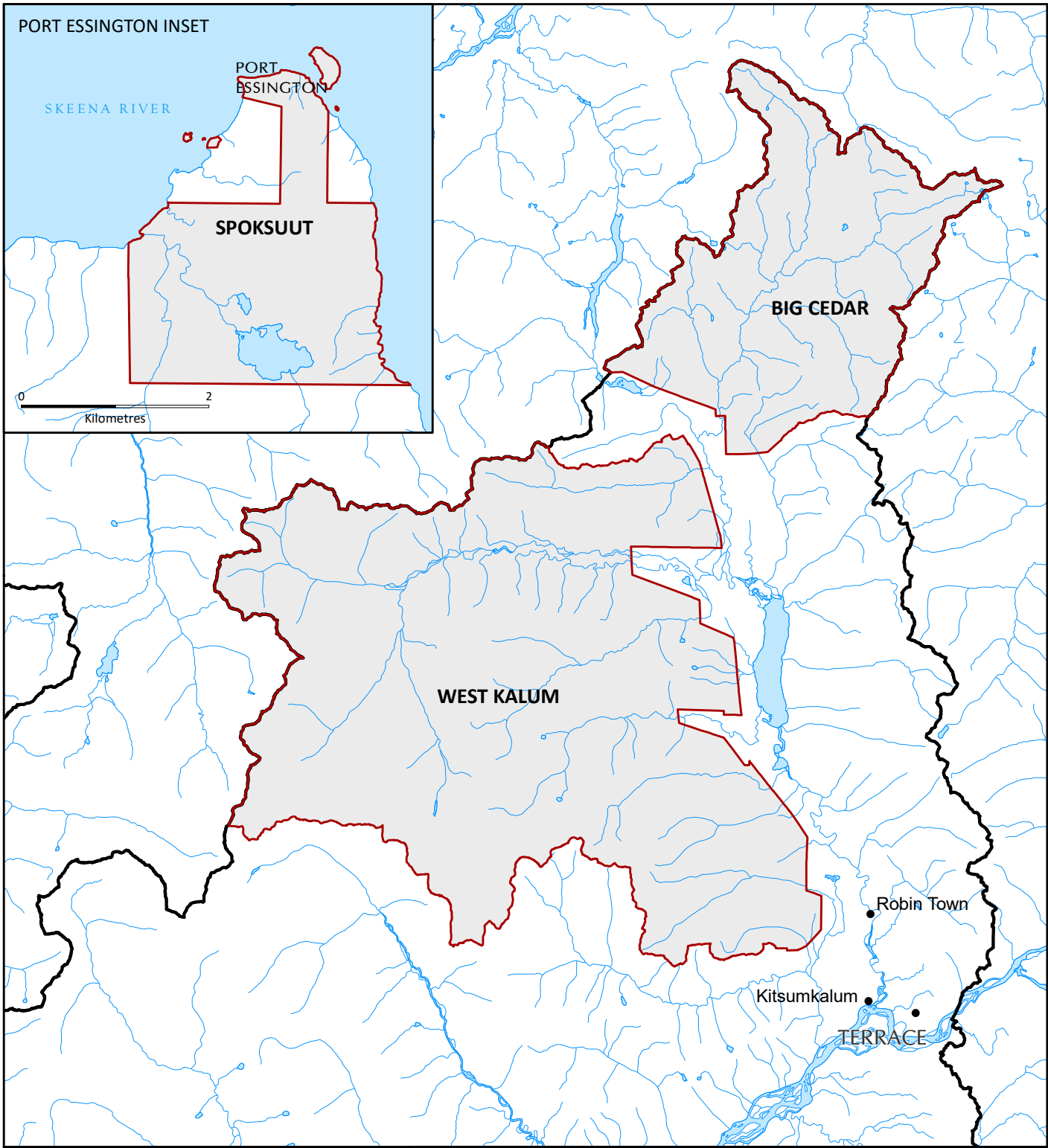
Part 3: Form of Port Essington Water Lot Lease

Note: The Parties will update the Appendices before the Effective Date.

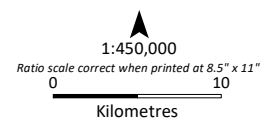
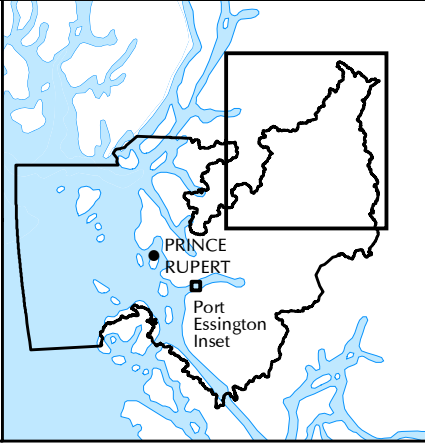
**Appendix J Kitsumkalum Co-management Areas, Impact Assessment Area, and Port
Essington Water Lot**

Part 1: Map of Kitsumkalum Co-management Areas

Note: The Parties will update the Appendices before the Effective Date.



- Kitsumkalum Co-management Area
- Kitsumkalum Harvest Area

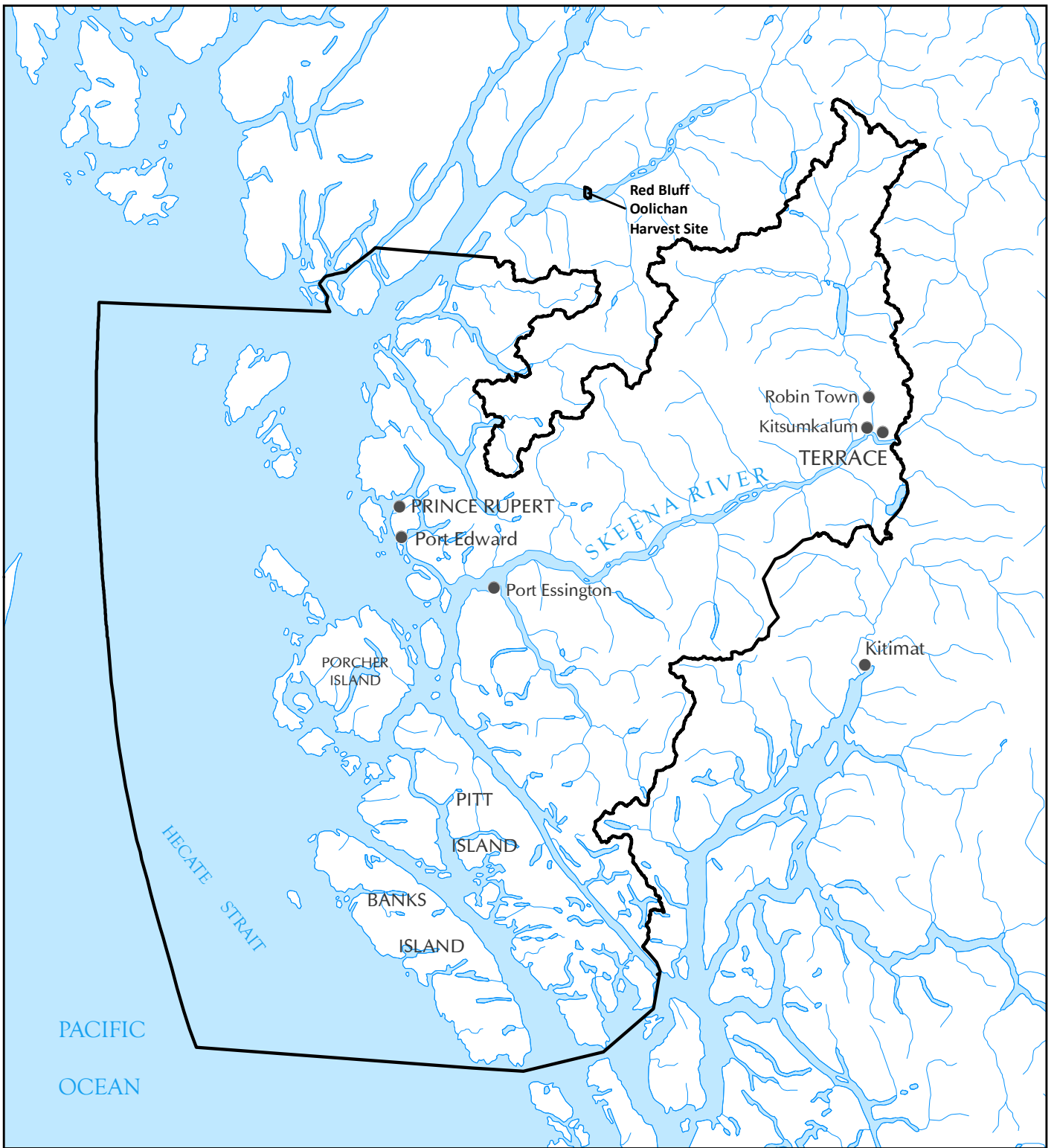



Appendix J, Part 1
Kitsumkalum Co-management Area

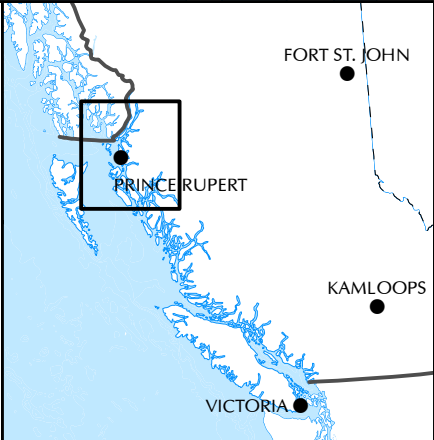
**Appendix J Kitsumkalum Co-management Areas, Impact Assessment Area, and Port
Essington Water Lot**

Part 2: Map of Impact Assessment Area

Note: The Parties will update the Appendices before the Effective Date.



 Impact Assessment Area



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 Ratio scale correct when printed at 8.5" x 11"
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 Kilometres

Appendix J, Part 2
 Impact Assessment Area

**Appendix J Kitsumkalum Co-management Areas, Impact Assessment Area, and Port
Essington Water Lot**

Part 3: Form of Port Essington Water Lot Lease

Note: The Parties will complete this sub-appendix for the Ratification version of the Treaty

Appendix K Kitsumkalum Migratory Birds Harvest Area, Kitsumkalum Shellfish and Aquatic Plants Fishing Area, Kitsumkalum Finfish Fishing Area and Areas for Possible Water Quality and Biotxin Monitoring related to Harvesting of Intertidal Bivalves

Part 1: Map of Kitsumkalum Migratory Birds Harvest Area

Part 2: Map of Kitsumkalum Shellfish and Aquatic Plants Fishing Area

Part 3: Map of Kitsumkalum Finfish Fishing Area

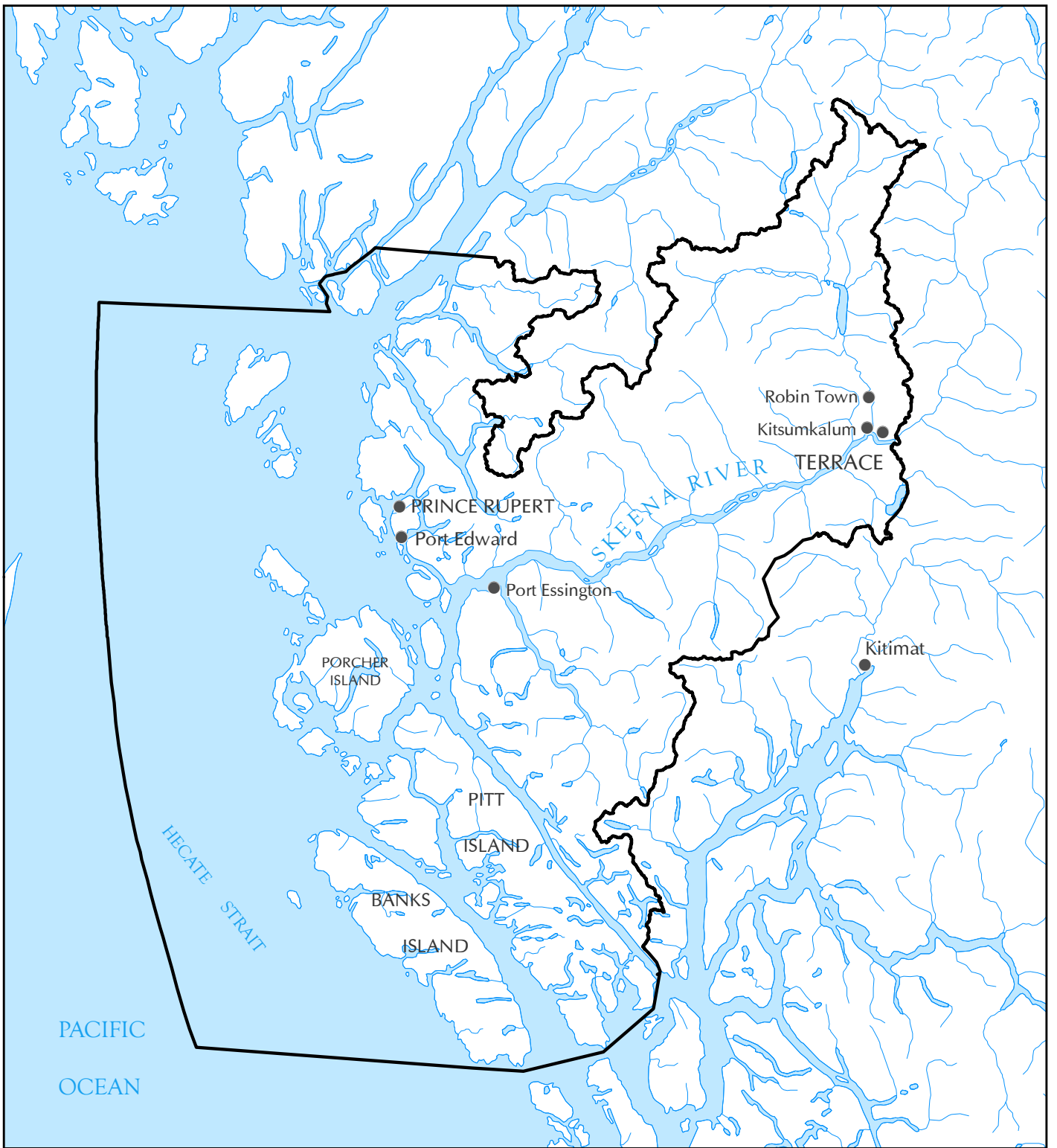
Part 4: Map of Kitsumkalum Areas for Possible Water Quality and Biotxin Monitoring related to Harvesting of Intertidal Bivalves


Note: The Parties will update the Appendices before the Effective Date.

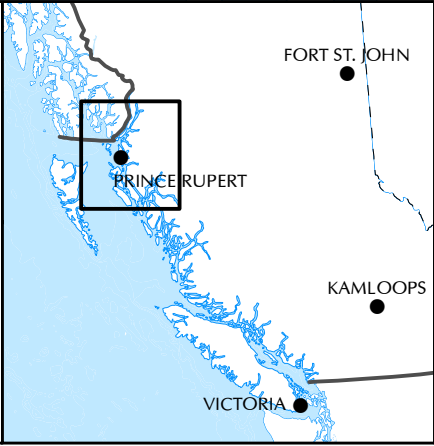
Appendix K Kitsumkalum Migratory Birds Harvest Area, Kitsumkalum Shellfish and Aquatic Plants Fishing Area, Kitsumkalum Finfish Fishing Area and Areas for Possible Water Quality and Biotxin Monitoring related to Harvesting of Intertidal Bivalves

Part 1: Map of Kitsumkalum Migratory Birds Harvest Area

Note: The Parties will update the Appendices before the Effective Date.



 Kitsumkalum Migratory Birds Harvest Area



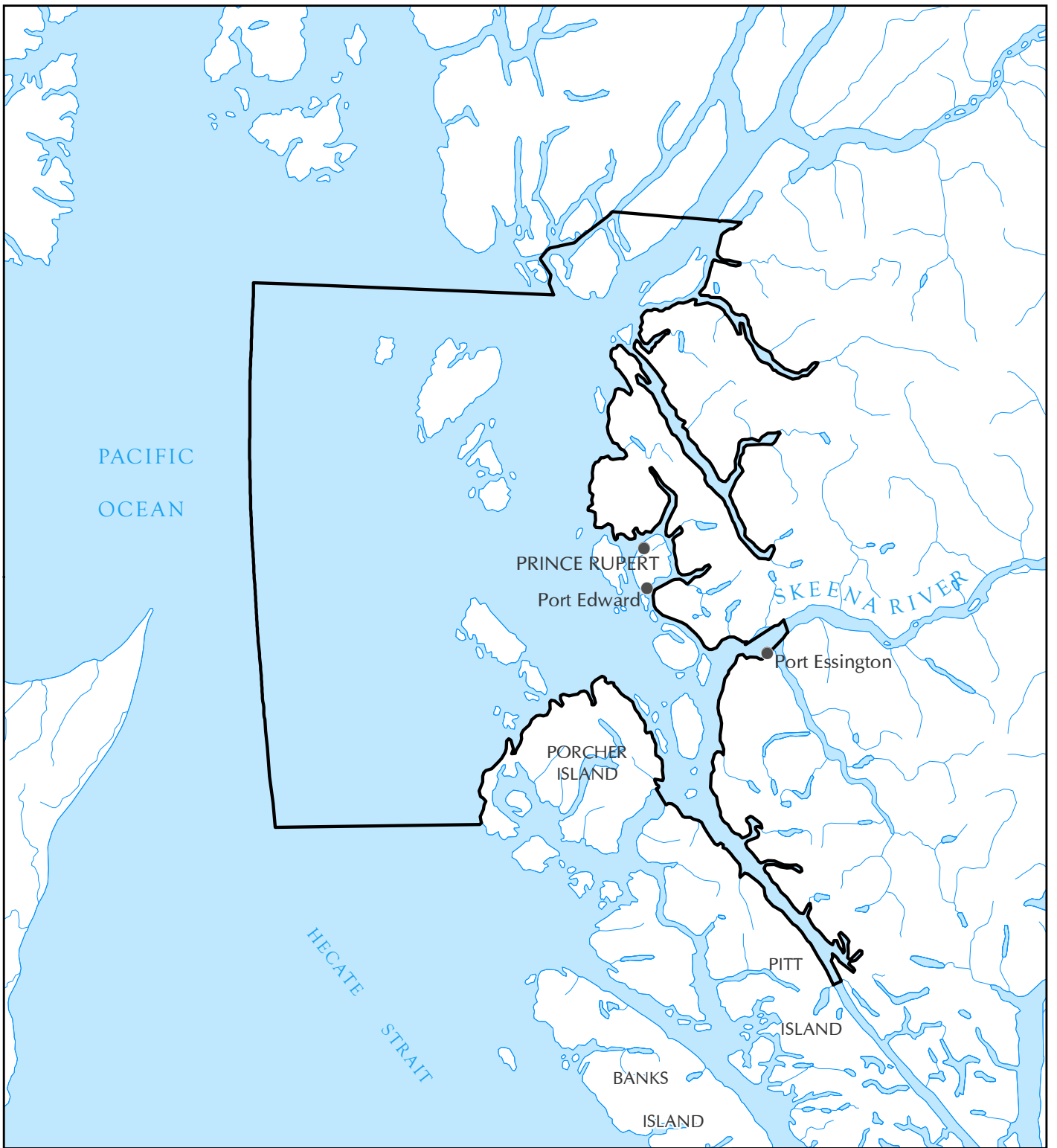
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Appendix K, Part 1
 Kitsumkalum
 Migratory Birds Harvest Area

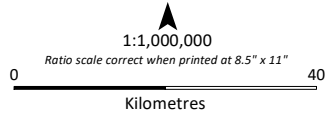
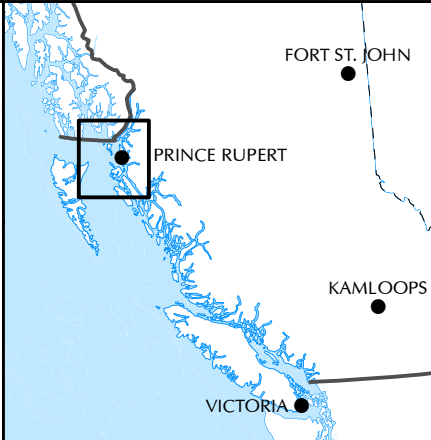
Appendix K Kitsumkalum Migratory Birds Harvest Area, Kitsumkalum Shellfish and Aquatic Plants Fishing Area, Kitsumkalum Finfish Fishing Area and Areas for Possible Water Quality and Biotxin Monitoring related to Harvesting of Intertidal Bivalves

Part 2: Map of Kitsumkalum Shellfish and Aquatic Plants Fishing Area

Note: The Parties will update the Appendices before the Effective Date.



 Kitsumkalum Shellfish & Aquatic Plants Fishing Area

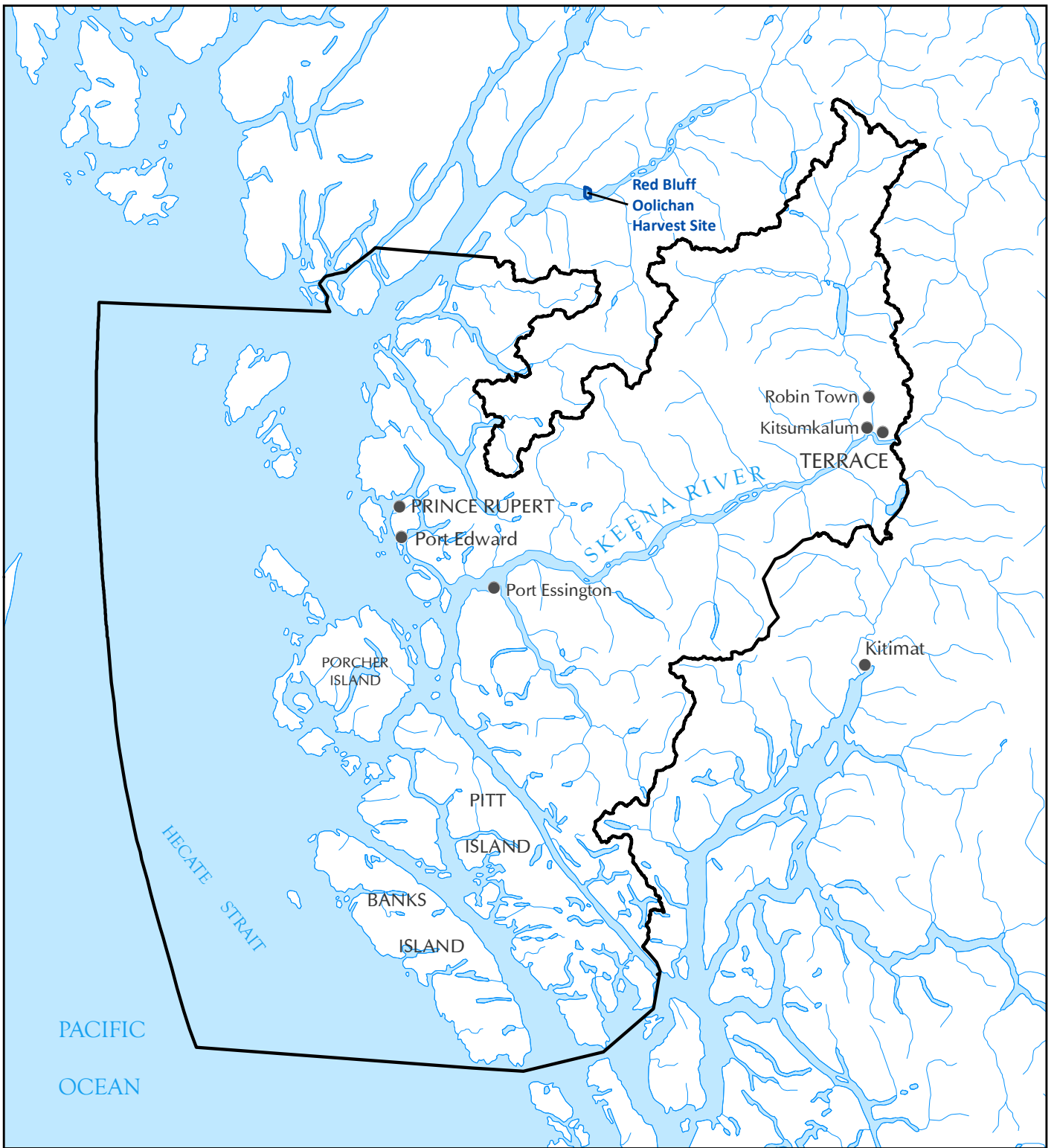




Appendix K, Part 2
Kitsumkalum
Shellfish & Aquatic Plants Fishing Area

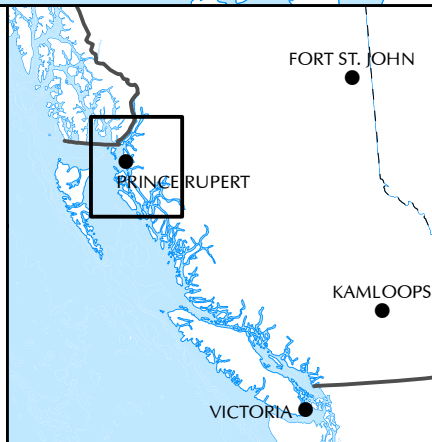
Appendix K Kitsumkalum Migratory Birds Harvest Area, Kitsumkalum Shellfish and Aquatic Plants Fishing Area, Kitsumkalum Finfish Fishing Area and Areas for Possible Water Quality and Biotxin Monitoring related to Harvesting of Intertidal Bivalves

Part 3: Map of Kitsumkalum Finfish Fishing Area

Note: The Parties will update the Appendices before the Effective Date.



-  Kitsumkalum Finfish Fishing Area
-  Red Bluff Oolichan Harvest Site



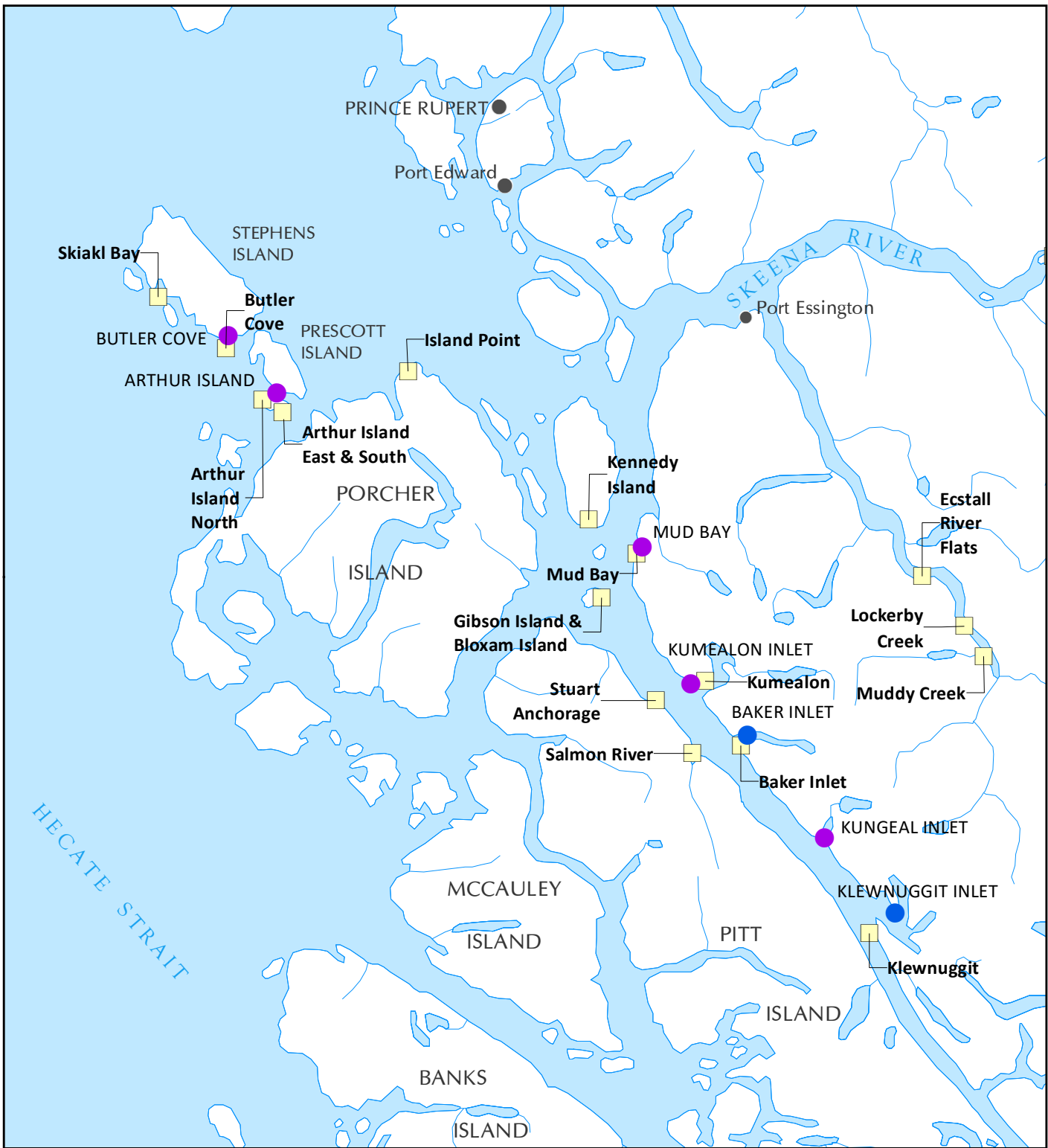
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Appendix K, Part 3
 Kitsumkalum
 Finfish Fishing Area

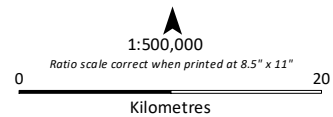
Appendix K Kitsumkalum Migratory Birds Harvest Area, Kitsumkalum Shellfish and Aquatic Plants Fishing Area, Kitsumkalum Finfish Fishing Area and Areas for Possible Water Quality and Biotoxin Monitoring related to Harvesting of Intertidal Bivalves

Part 4: Map of Areas for Possible Water Quality and Biotoxin Monitoring related to Harvesting of Intertidal Bivalves

Note: The Parties will update the Appendices before the Effective Date.



- Area 1: Priority Intertidal Bivalve Harvest and Monitoring Area
- Area 2: Areas of Interest for Potential Future Monitoring and Intertidal Bivalve Harvest
- Kitsumkalum Coastal Site Areas

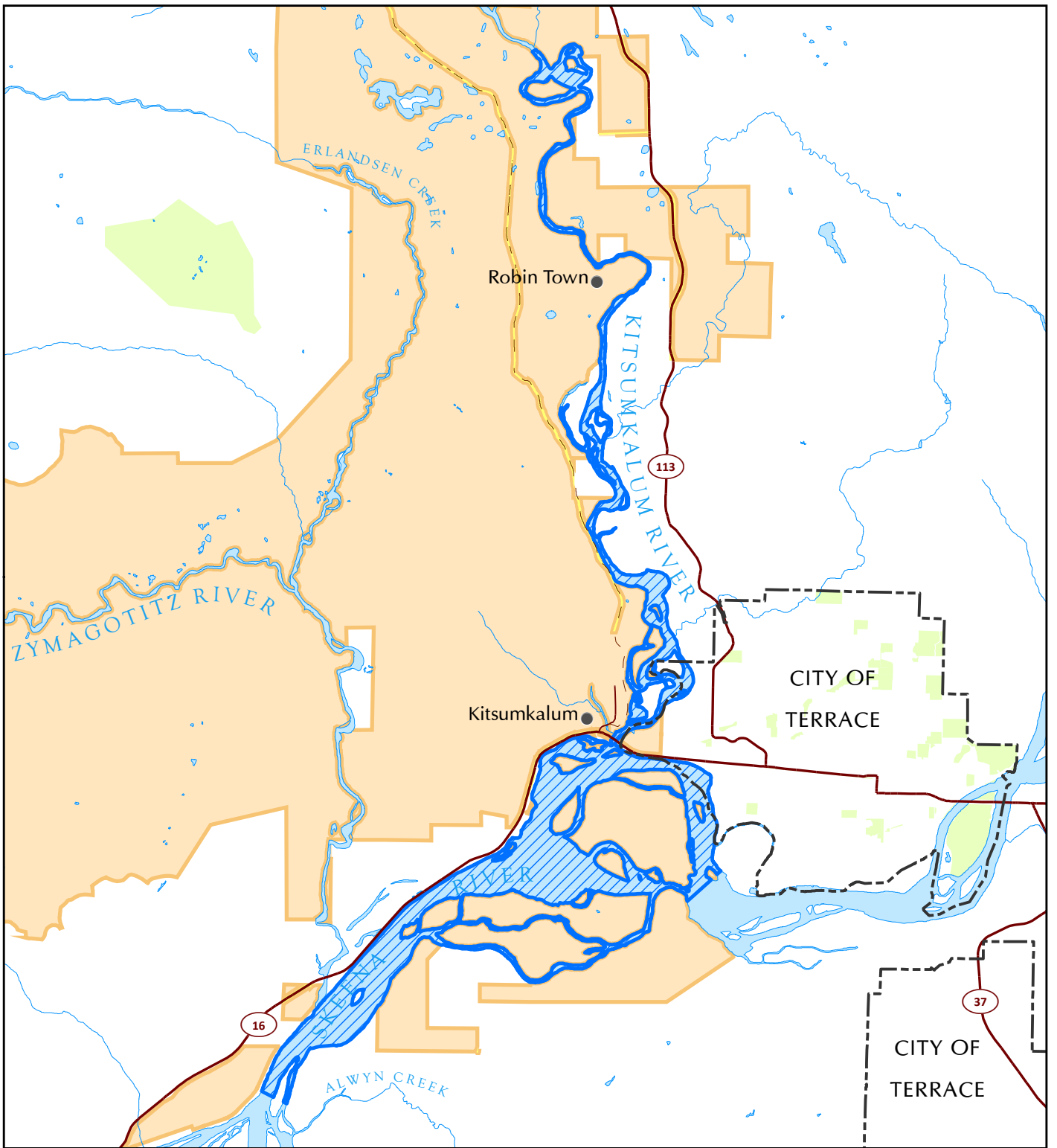


Appendix K, Part 4
 Kitsumkalum
 Areas for Possible Water Quality and
 Biotxin Monitoring Related to
 Harvesting of Intertidal Bivalves

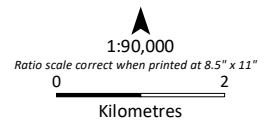
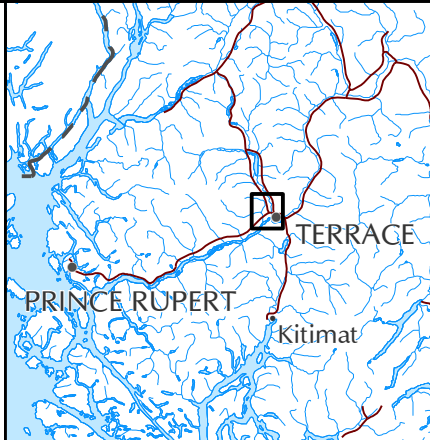
Appendix L Kitsumkalum Community Fishing Area

Map of Kitsumkalum Community Fishing Area

Note: The Parties will update the Appendices before the Effective Date.



-  Kitsumkalum Community Fishing Area
-  Kitsumkalum Lands
-  Crown Corridor
-  Park or protected area
-  Municipality



Appendix L
 Kitsumkalum Community Fishing Area

Appendix M Estates in Fee Simple That Require Access Over Kitsumkalum Lands

Part 1: Estates in Fee Simple That Require Access Over Kitsumkalum Lands

Part 2: Estates in Fee Simple Entitled to Negotiate a Right of Access Across Kitsumkalum Lands

Note: The Parties will update the Appendices before the Effective Date.

Appendix M Estates in Fee Simple That Require Access Over Kitsumkalum Lands

Part 1: Estates in Fee Simple That Require Access Over Kitsumkalum Lands

Note: The Parties will update the Appendices before the Effective Date.

Legal Description	Land Title Parcel Identifier (PID)	General Location
District Lot 4979, Range 5, Coast District	015-248-917	Appendix B-3 Map 13-14
District Lot 7444, Range 5, Coast District except any portion of the right-of-way of the dominion telegraph line having a width of 100 feet which may lie within the boundaries of these lands	008-449-716	Appendix B-3 Map 20
The Northwest 126 acres of District Lot 1411, Range 5, Coast District	015-109-721	Appendix B-3 Map 24-25
The fractional Southwest ¼ of District Lot 1411, Range 5, Coast District	013-056-271	Appendix B-3 Map 24, 26
Block A, District Lot 609, Range 5, Coast District except a strip of land being the most southerly 33 feet in parallel width thereof	006-171-061	Appendix B-3 Maps 43-44
Block B, District Lot 609, Range 5, Coast District	006-171-133	Appendix B-3 Maps 43-44
Block A, District Lot 1934, Range 5, Coast District	015-109-500	Appendix B-3 Maps 43-44
Parcel B (see C13466) District Lot 432, Range 5, Coast District except any portion of the right of way of the Dominion Telegraph Line having a width of 100 feet which may lie within the boundaries of these lands and except Plans 7494 and 8252	008-216-622	Appendix B-3 Map 12
The Southeast 1/4 of District Lot 1411, Range 5, Coast District	015-102-491	Appendix B-3 Map 26-27

Appendix M Estates in Fee Simple That Require Access Over Kitsumkalum Lands

Part 2: Estates in Fee Simple Entitled to Negotiate a Right of Access Across Kitsumkalum Lands

Note: The Parties will update the Appendices before the Effective Date.

Legal Description	Land Title Parcel Identifier (PID)	General Location
District Lot 4979, Range 5, Coast District	015-248-917	Appendix B-3 Map 13-14
District Lot 7444, Range 5, Coast District except any portion of the right-of-way of the dominion telegraph line having a width of 100 feet which may lie within the boundaries of these lands	008-449-716	Appendix B-3 Map 20
The Northwest 126 acres of District Lot 1411, Range 5, Coast District	015-109-721	Appendix B-3 Map 24-25
The fractional Southwest ¼ of District Lot 1411, Range 5, Coast District	013-056-271	Appendix B-3 Map 24, 26
Block A, District Lot 609, Range 5, Coast District except a strip of land being the most southerly 33 feet in parallel width thereof	006-171-061	Appendix B-3 Maps 43-44
Block B, District Lot 609, Range 5, Coast District	006-171-133	Appendix B-3 Maps 43-44
Block A, District Lot 1934, Range 5, Coast District	015-109-500	Appendix B-3 Maps 43-44
Parcel B (see C13466) District Lot 432, Range 5, Coast District except any portion of the right of way of the Dominion Telegraph Line having a width of 100 feet which may lie within the boundaries of these lands and except plans 7494 and 8252	008-216-622	Appendix B-3 Map 12
The Southeast 1/4 of District Lot 1411, Range 5, Coast District	015-102-491	Appendix B-3 Map 26-27

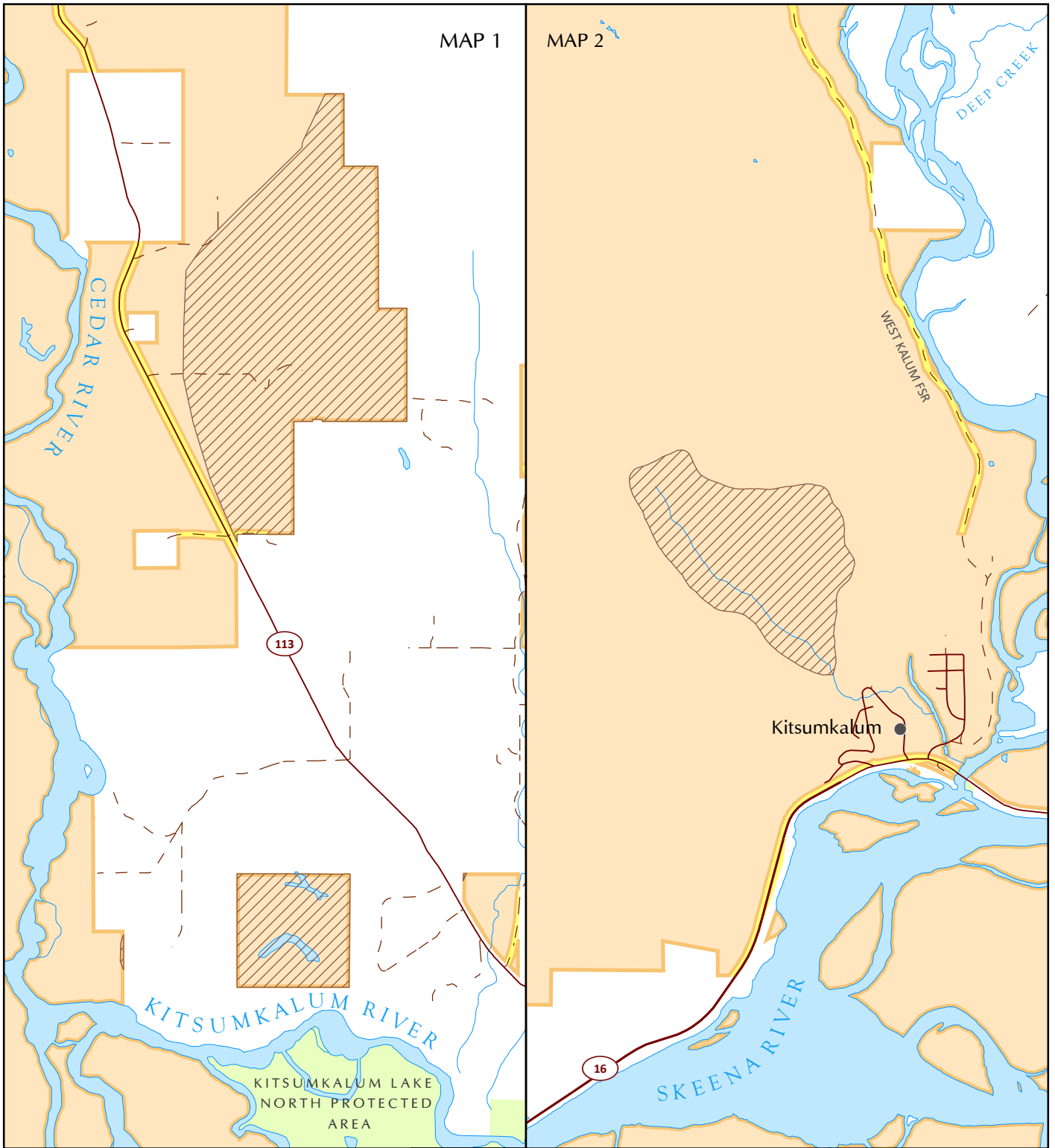
Appendix N Kitsumkalum Community Watershed Lands





Map of Kitsumkalum Community Watershed Lands

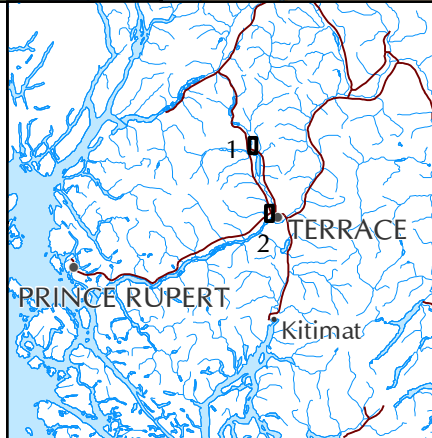
Note: The Parties will update the Appendices before the Effective Date.

MAP 1

MAP 2

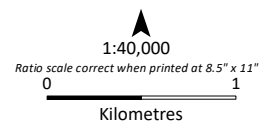


-  Kitsumkalum Community Watershed Lands
-  Kitsumkalum Lands
-  Crown Corridor
-  Park or protected area



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted. Depiction of any Kitsumkalum Lands is for illustrative purposes only.

Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.



Appendix N
Kitsumkalum Community Watershed
Lands

Appendix O Dispute Resolution Procedures

Appendix O-1 Collaborative Negotiations

Appendix O-2 Mediation

Appendix O-3 Technical Advisory Panel

Appendix O-4 Neutral Evaluation

Appendix O-5 Arbitration

Appendix O-1 Collaborative Negotiations

Note: The Parties will update the Appendices before the Effective Date.

Definitions

1. In this Appendix:

"Chapter" means Chapter 29 Dispute Resolution of this Agreement; and
"Section" means a section in this Appendix.

General

2. Collaborative negotiations commence:

- (a) on the date a written notice is delivered requiring the commencement of collaborative negotiations; or
- (b) in the case of negotiations in the circumstances described in paragraph 5(c) of the Chapter, on the date of the first negotiation meeting.

Notice

3. A written notice under paragraph 14 of the Chapter requiring the commencement of collaborative negotiations will include the following:

- (a) the names of the Disputing Parties;
- (b) a brief summary of the particulars of the Disagreement;
- (c) a description of the efforts made to date to resolve the Disagreement;
- (d) the names of the individuals involved in those efforts; and
- (e) any other information that will assist the Parties in collaborative negotiations.

Representation

- 4. A Participant may attend collaborative negotiations with or without legal counsel.
- 5. At the commencement of the first negotiation meeting, each Participant will advise the other Participants of any limitations on the authority of its representatives.

Negotiation Process

- 6. The Participants will convene their first negotiation meeting in collaborative negotiations, other than those described in paragraph 5(c) of the Chapter, within 21 days of the commencement of the collaborative negotiations.
- 7. Before the first scheduled negotiation meeting, the Participants will discuss and attempt to reach agreement on any procedural issues that will facilitate the collaborative negotiations, including the requirements of paragraph 25 of the Chapter.
- 8. For the purposes of paragraph 25(a) of the Chapter, "timely manner" means disclosure

made within 15 days of a request for disclosure by a Participant.

9. The Participants will make a serious attempt to resolve the Disagreement by:
 - (a) identifying underlying interests;
 - (b) isolating points of agreement and Disagreement;
 - (c) exploring alternative solutions;
 - (d) considering compromises or accommodations; and
 - (e) taking any other measures that will assist in resolution of the Disagreement.
10. No transcript or recording will be kept of collaborative negotiations, but this does not prevent an individual from keeping notes of the negotiations.

Confidentiality

11. In order to assist in the resolution of a Disagreement, collaborative negotiations will not be open to the public.
12. The Participants, and all Persons, will keep confidential:
 - (a) all oral and written information disclosed in the collaborative negotiations; and
 - (b) the fact that the information referred to in Section 12(a) has been disclosed.
13. The Participants will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the collaborative negotiations, any oral or written information disclosed in or arising from the collaborative negotiations, including:
 - (a) any documents of other Participants produced in the course of the collaborative negotiations that are not otherwise produced or producible in that proceeding;
 - (b) any views expressed, or suggestions made, by any Participant in respect of a possible settlement of the Disagreement;
 - (c) any admissions made by any Participant in the course of the collaborative negotiations, unless otherwise stipulated by the admitting Participant; and
 - (d) the fact that any Participant has indicated a willingness to make or accept a proposal for settlement.
14. Sections 12 and 13 do not apply:
 - (a) in any proceeding for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of the collaborative negotiation;
 - (b) if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
 - (c) if the oral or written information referred to in these Sections is in the public

forum.

Right to Withdraw

15. A Participant may withdraw from collaborative negotiations at any time.

Termination of Collaborative Negotiations

16. Collaborative negotiations are terminated when any of the following occurs:

- (a) the expiration of:
 - (i) 30 days; or
 - (ii) in the case of negotiations in the circumstances described in paragraph 5(c) of the Chapter, 120 days after the first scheduled negotiation meeting, or any longer period agreed to by the Participants in writing;
- (b) a Disputing Party withdraws from the collaborative negotiations under Section 15;
- (c) the Participants agree in writing to terminate the collaborative negotiations; or
- (d) the Disputing Parties sign a written agreement resolving the Disagreement.

Appendix O-2 Mediation

Note: The Parties will update the Appendices before the Effective Date.

Definitions

1. In this Appendix:

"**Chapter**" means Chapter 29 Dispute Resolution of this Agreement; and

"**Section**" means a section in this Appendix.

General

2. A mediation commences on the date the Disputing Parties agree in writing to use mediation, or are deemed to have agreed to use mediation, under paragraph 23 of the Chapter.

Appointment of Mediator

3. A mediation will be conducted by one mediator jointly appointed by the Participants.

4. A mediator must be:

(a) an experienced and skilled mediator, preferably with unique qualities or specialized knowledge that would be of assistance in the circumstances of the Disagreement; and

(b) independent and impartial.

5. If the Participants fail to agree on a mediator within 15 days of the commencement of a mediation, or within 15 days of the termination of a mediator's appointment under Section 10, the Neutral Appointing Authority will make the appointment on the written request of a Participant that is copied to the other Participants.

6. Subject to any limitations agreed to by the Participants, a mediator may employ reasonable and necessary administrative or other support services.

Requirement to Withdraw

7. If at any time a Participant has justifiable doubts as to the mediator's independence or impartiality, the Participant may give the mediator and the other Participants a written notice, with or without reasons, requiring the mediator to withdraw from the mediation.

8. On receipt of a written notice under Section 7, the mediator must immediately withdraw from the mediation.

9. A mediator who is a Kitsumkalum Member, or related to a Kitsumkalum Member, must not be required to withdraw under Section 8 solely on the grounds of being a Kitsumkalum Member or of that relationship to a Kitsumkalum Member.

End of Appointment

10. A mediator's appointment terminates if:
 - (a) the mediator is required to withdraw under Section 8;
 - (b) the mediator withdraws for any reason; or
 - (c) the Participants agree to terminate the appointment.
11. If a mediator's appointment terminates, a replacement will be appointed under Sections 3 to 5 within the required time commencing from the date of the termination of the appointment.

Representation

12. A Participant may attend a mediation with or without legal counsel.
13. If a mediator is a lawyer, the mediator must not act as legal counsel for any Participant.
14. At the commencement of the first meeting of a mediation, each Participant will advise the mediator and the other Participants of any limitations on the authority of its representatives.

Conduct of Mediation

15. The Participants will:
 - (a) make a serious attempt to resolve the Disagreement by:
 - (i) identifying underlying interests,
 - (ii) isolating points of agreement and Disagreement,
 - (iii) exploring alternative solutions, and
 - (iv) considering compromises or accommodations; and
 - (b) cooperate fully with the mediator and give prompt attention to, and respond to, all communications from the mediator.
16. A mediator may conduct a mediation in any manner the mediator considers necessary and appropriate to assist the Participants to resolve the Disagreement in a fair, efficient and cost-effective manner
17. Within seven days of the appointment of a mediator, each Participant will deliver a brief written summary to the mediator of the relevant facts, the issues in the Disagreement, and its viewpoint in respect of them.
18. At the end of the seven day period referred to in Section 17, the mediator will deliver copies of the written summaries to each Participant.
19. A mediator may conduct a mediation in joint meetings or private caucus convened at locations the mediator designates after consulting the Participants.

20. Disclosures made by any Participant to a mediator in private caucus must not be disclosed by the mediator to any other Participant without the consent of the disclosing Participant.
21. No transcript or recording will be kept of a mediation meeting but this does not prevent an individual from keeping notes of the mediation meeting.

Confidentiality

22. In order to assist in the resolution of a Disagreement, a mediation will not be open to the public.
23. The Participants, and all Persons, will keep confidential:
 - (a) all oral and written information disclosed in the mediation; and
 - (b) the fact that the information referred to in Section 23(a) has been disclosed.
24. The Participants will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the mediation, any oral or written information disclosed in or arising from the mediation, including:
 - (a) any documents of other Participants produced in the course of the mediation that are not otherwise produced or producible in that proceeding;
 - (b) any views expressed, or suggestions or proposals made, in respect of a possible settlement of the Disagreement;
 - (c) any admissions made by any Participant in the course of the mediation, unless otherwise stipulated by the admitting Participant;
 - (d) any recommendations for settlement made by the mediator; and
 - (e) the fact that any Participant has indicated a willingness to make or accept a proposal or recommendation for settlement.
25. Sections 23 and 24 do not apply:
 - (a) in any proceeding for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of a mediation;
 - (b) if the adjudicator in any proceeding determines that the interests of public or the administration of justice outweigh the need for confidentiality; or
 - (c) if the oral or written information referred to in Sections 23 and 24 is in the public forum.
26. A mediator, or anyone retained or employed by the mediator, is not compellable in any proceeding to give evidence about any oral and written information acquired or opinion formed by that individual as a result of the mediation, and all Participants will oppose any effort to have that individual or that information subpoenaed.
27. A mediator, or anyone retained or employed by the mediator, may not act as a consultant or expert in any proceeding relating to the Disagreement, including any

proceeding that involves Persons not a Participant to the mediation.

Referral of Issues to Other Processes

28. During a mediation the Participants may agree to refer particular issues in the Disagreement to independent fact-finders, expert panels or other processes for opinions or findings that may assist them in the resolution of the Disagreement, and in that event, the Participants must specify:
- (a) the terms of reference for the process;
 - (b) the time within which the process must be concluded; and
 - (c) how the costs of the process are to be allocated to the Participants.
29. The time specified for concluding a mediation will be extended for 15 days following receipt of the findings or opinions rendered in a process described under Section 28.

Right to Withdraw

30. A Participant may withdraw from a mediation at any time in accordance with the processes set out in Sections 31 and 32.
31. Before withdrawing from the mediation, a Participant will:
- (a) deliver written notice to the mediator of the Participant's intent to withdraw;
 - (b) speak with the mediator to disclose its reasons for withdrawing; and
 - (c) give the mediator the opportunity to discuss with the Participant the consequences of its withdrawal.
32. Following the process set out in Section 31, if the Participant decides to withdraw from the mediation:
- (a) the Participant will deliver written notice of its withdrawal to the mediator and all other Participants; and
 - (b) that withdrawal is effective upon delivery of the written notice.

Termination of Mediation

33. A mediation is terminated when any of the following occurs:
- (a) subject to Section 29, the expiration of 30 days after the appointment of the mediator, or any longer period agreed by the Participants in writing;
 - (b) the Participants have agreed in writing to terminate the mediation or not to appoint a replacement mediator under Section 11;
 - (c) a Disputing Party withdraws from the mediation under Section 30; or
 - (d) the Disputing Parties sign a written agreement resolving the Disagreement.

Mediator Recommendation

34. If a mediation is terminated without the Disputing Parties reaching agreement, the Disputing Parties may agree to request that the mediator give a written non-binding recommendation for settlement, but the mediator may decline the request without reasons.
35. Within 15 days of delivery of any mediator's recommendation under Section 34, the Participants will meet with the mediator to attempt to resolve the Disagreement.

Costs

36. A Participant withdrawing from a mediation under Section 30 is not responsible for any costs of the mediation that are incurred after the date that Participant's withdrawal takes effect.

Appendix O-3 Technical Advisory Panel

Note: The Parties will update the Appendices before the Effective Date.

Definitions

1. In this Appendix:

"Chapter" means Chapter 29 Dispute Resolution of this Agreement;

"Panel Member" means a member of a Panel;

"Panel" means a technical advisory panel appointed under this Appendix;

"Reference" means a reference of a Disagreement to a Panel; and

"Section" means a section in this Appendix.

General

2. A question of law may not be referred to a Panel.

3. A Reference commences on the date the Disputing Parties agree in writing to use a Panel under paragraph 23 of the Chapter.

Appointment of Panel Members

4. A Panel will have three Panel Members unless the Participants agree on a Panel of five Panel Members.

5. A Panel Member must have Indigenous, technical, or scientific knowledge and skills related to the subject matter or issues of the Disagreement.

6. If there are two Participants, then the Panel will have either:

(a) three Panel Members, in which case:

(i) each Participant will appoint one Panel Member; and then

(ii) the two appointed Panel Members will jointly appoint the third Panel Member; or

(b) five Panel Members, in which case:

(i) each Participant will appoint two Panel Members; and then

(ii) the four appointed Panel Members will jointly appoint the fifth Panel Member.

7. If there are three Participants, then the Panel will have either:

(a) three Panel Members, in which case each Participant will appoint one Panel

Member; or

- (b) five Panel Members, in which case:
 - (i) each Participant will appoint one Panel Member; and then
 - (ii) the three appointed Panel Members will jointly appoint the fourth and fifth Panel Members.

8. During an appointment process set out in Section 6 or 7, if:
- (a) a process under Section 6(a)(i), 6(b)(i), 7(a) or 7(b)(i), as applicable, is not completed within 30 days of the commencement of the Reference; or
 - (b) a process under Section 6(a)(ii), 6(b)(ii) or 7(b)(ii), as applicable, is not completed within 15 days of the completion of the process under Section 6(a)(i), 6(b)(i) or 7(b)(i),

then the applicable appointment will be made by the Neutral Appointing Authority on the written request of a Participant that is copied to the other Participants.

End of Appointment

9. The appointment of a Panel Member who is appointed by the appointing Panel Members or by the Neutral Appointing Authority terminates if:
- (a) the Panel Member withdraws from office for any reason; or
 - (b) the Participants agree to the termination.
10. The appointment of a Panel Member appointed by one Participant, or by the Neutral Appointing Authority in place of the Party, terminates if:
- (a) the Member withdraws from office for any reason; or
 - (b) the appointing Participant terminates the appointment.
11. Subject to Section 12, if the appointment of a Panel Member terminates, a replacement Panel Member will be appointed under the same process by which the former Panel Member was appointed under Section 6 or 7, as applicable, within the required time commencing from the termination of the former Panel Member's appointment.
12. A Participant may elect not to replace a Panel Member it had appointed but the Participant may not withdraw from the Reference, except as permitted under Sections 30 to 34.

Terms of Reference

13. Within 15 days of the appointment of the last Panel Member, the Participants will provide the Panel with written terms of reference that will include:

- (a) the Disputing Parties and any other Participants;
 - (b) the subject matter and issues of the Disagreement;
 - (c) the kind of assistance that the Participants request from the Panel, including providing advice, finding facts, conducting, evaluating and reporting on studies and making determinations or recommendations;
 - (d) the time period within which the Participants request the assistance to be provided;
 - (e) the time within which the Panel must provide the Parties with the budget described in Section 16;
 - (f) a schedule for when the Panel will provide the Participants with written interim reports on the Panel's progress and related expenditures under the budget described in Section 15;
 - (g) any limitations on the application of Sections 35 to 41 to the Reference; and
 - (h) the time period by which the Panel will provide the Participants with its final written report.
14. The Participants may discuss the proposed terms of reference with the Panel before they are finally settled.
15. Within the time referred to in Section 13(f), the Panel will provide the Participants with a budget for the costs of conducting the Reference, including:
- (a) fees to be paid to the Panel Members;
 - (b) costs of required travel, food and accommodation of Panel Members;
 - (c) costs of any required administrative assistance; and
 - (d) costs of any studies.
16. The Participants will consider the budget submitted by the Panel and approve that budget with any amendments agreed to by the Participants before the Panel undertakes any activities under the Reference.
17. The Participants are not responsible for any costs incurred by the Panel that are in excess of those approved under Section 16, and the Panel is not authorized to incur any costs beyond that amount without obtaining prior written approval from all the Participants.
18. The Participants may amend the written terms of reference or the budget from time to time as they consider necessary, or on recommendation of the Panel.

Conduct of Reference

19. The Participants will:
 - (a) cooperate fully with the Panel;
 - (b) comply with any requests made by the Panel as permitted or required under this Appendix; and
 - (c) give prompt attention to and respond to all communications from the Panel.
20. Subject to the terms of reference and the budget, the Panel may conduct its Reference using any procedure it considers necessary or appropriate, including holding a hearing.
21. If a hearing is held, the hearing must be conducted as efficiently as possible and in the manner the Panel specifies, after consultation with the Participants.
22. If a hearing is held, the Panel must give the Participants reasonable written notice at least seven days before the hearing date.
23. No transcript or recording will be kept of a hearing, but this does not prevent an individual attending the hearing from keeping notes of the hearing.
24. The legal rules of evidence do not apply to a hearing before the Panel.
25. The Panel will give the Participants the interim and final written reports specified in its terms of reference within the required times.
26. The interim and final written reports of the Panel are not binding on the Participants.

Panel Business

27. The Panel will appoint one of its Panel Members to act as chair of the Panel.
28. The chair of the Panel is responsible for all communications between the Panel, the Participants and any other person to whom the Panel wishes to communicate, but this does not preclude a Panel Member from communicating informally with a Participant.
29. The Panel will make every reasonable effort to conduct its business, and fulfill its obligations under its terms of reference, by consensus, but:
 - (a) if consensus is not possible, by actions approved by a majority of its Panel Members; and
 - (b) if a majority is not possible, by actions approved by the chair of the Panel.

Right to Withdraw

30. If one of two Participants to a Reference, or two of three Participants to a Reference, are not satisfied with the progress of the Reference:
 - (a) after receipt of an interim report; or

- (b) as a result of the Panel's failure to submit an interim report within the required time,

then the dissatisfied Participant or Participants, as the case may be, may give written notice to the Panel and the other Participant that the Participant or Participants are withdrawing from the Reference and that the Reference is terminated.

31. If one of three Participants to a Reference is not satisfied with the progress of the Reference:

- (a) after receipt of an interim report; or
- (b) as a result of the Panel's failure to submit an interim report within the required time,

then the dissatisfied Participant may give written notice to the Panel and the other Participants that it is withdrawing from the Reference.

32. The two Participants who receive a notice under Section 31 will advise the Panel in writing that they have agreed to:

- (a) terminate the Reference; or
- (b) continue the Reference.

33. If no Participant gives a notice under Section 30 or 31 within 10 days of:

- (a) receipt of an interim report; or
- (b) the deadline for the Panel to submit an interim report,

then all Participants will be deemed to be satisfied with the progress of the Reference until submission of the next required interim report.

34. No Participant may withdraw from a Reference except as permitted under Sections 30 to 33.

Confidentiality

35. The Participants may, in the terms of reference referred to in Section 13, limit the application of all or any part of Sections 36 to 41 in a Reference.

36. In order to assist in the resolution of the Disagreement, a Reference will not be open to the public.

37. The Participants, and all Persons, will keep confidential:

- (a) all oral and written information disclosed in the Reference; and
- (b) the fact that the information referred to in Section 37(a) has been disclosed.

38. The Participants will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the Reference, any oral or

written information disclosed in or arising from the Reference, including:

- (a) any documents of other Participants produced in the course of the Reference that are not otherwise produced or producible in that proceeding;
- (b) any views expressed, or suggestions made, in respect of a possible settlement of the Disagreement;
- (c) any admissions made by any Participant in the course of the Reference, unless otherwise stipulated by the admitting Participant;
- (d) the fact that any Participant has indicated a willingness to make or accept a proposal or recommendation for settlement; and
- (e) any reports of the Panel.

39. Sections 37 and 38 do not apply:

- (a) in any proceeding for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of the Reference;
- (b) if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
- (c) if the oral or written information referred to in Sections 37 and 38 is in the public forum.

40. A Panel Member, or anyone retained or employed by the Panel Member, is not compellable in any proceeding to give evidence about any oral or written information acquired or opinion formed by that individual as a result of the Reference, and all Participants will oppose any effort to have that individual or that information subpoenaed.

41. A Panel Member, or anyone retained or employed by the Panel Member, may not act as a consultant or expert in any proceeding relating to the Disagreement, including any proceeding that involves persons not a Participant to the Reference.

Attempt to Resolve After Report

42. Within 21 days of receipt of the final written report of a Panel, the Participants will meet and make an effort to resolve the Disagreement taking into account the report of the Panel or any other considerations.

43. If the Participants and the Panel agree, the Panel Members may attend the meeting under Section 42 and provide any necessary assistance to the Participants.

Termination of Reference to Panel

44. A Reference is terminated when any of the following occurs:

- (a) the Reference has been terminated as permitted under Section 30 or 32;
- (b) the expiration of 30 days after receipt of the final report of the Panel, or any longer period agreed by the Participants in writing; or
- (c) the Disputing Parties sign a written agreement resolving the Disagreement.

Costs

45. A Participant is not responsible for sharing any costs of the Reference that were incurred after the date that Participant notified the other Participant or Participants, under Section 31, of its withdrawal from the Reference.

Appendix O-4 Neutral Evaluation

Note: The Parties will update the Appendices before the Effective Date.

Definitions

1. In this Appendix:

"Chapter" means Chapter 29 Dispute Resolution of this Agreement; and
"Section" means a section in this Appendix.

General

2. A neutral evaluation commences on the date that the Disputing Parties have agreed in writing to use neutral evaluation under paragraph 23 of the Chapter.

Appointment of Neutral Evaluator

3. A neutral evaluation will be conducted by one individual jointly appointed by the Participants.
4. A neutral evaluator will be:
 - (a) experienced or skilled in the subject matter or issues of the Disagreement; and
 - (b) independent and impartial.
5. If the Participants fail to agree on a neutral evaluator within 21 days of the commencement of a neutral evaluation, the appointment will be made by the Neutral Appointing Authority on the written request of a Participant that is copied to the other Participants.
6. Subject to any limitations agreed to by the Participants, a neutral evaluator may employ reasonable and necessary administrative or other support services.

Requirement to Withdraw

7. If at any time a Participant has justifiable doubts as to the neutral evaluator's independence or impartiality, the Participant may give the neutral evaluator and the other Participants a written notice, with or without reasons, requiring the neutral evaluator to withdraw from the neutral evaluation.
8. On receipt of a written notice under Section 7, the neutral evaluator must immediately withdraw from the neutral evaluation.
9. A neutral evaluator who is a Kitsumkalum Member, or related to a Kitsumkalum Member, will not be required to withdraw under Section 8 solely on the grounds of

being a Kitsumkalum Member or that relationship to a Kitsumkalum Member.

End of Appointment

10. A neutral evaluator's appointment terminates if:
 - (a) the neutral evaluator is required to withdraw under Section 8;
 - (b) the neutral evaluator withdraws for any reason; or
 - (c) the Participants agree to terminate the appointment.
11. If a neutral evaluator's appointment terminates, a replacement will be appointed under Sections 3 to 5 within the required time commencing from the date of the termination of the appointment.

Communications

12. Except with respect to administrative details or a meeting under Section 31, the Participants will not communicate with the neutral evaluator:
 - (a) orally except in the presence of all Participants; or
 - (b) in writing without immediately sending a copy of that communication to all Participants.
13. Section 12 also applies to any communication by a neutral evaluator to the Participants.

Conduct of Neutral Evaluation

14. The Participants will:
 - (a) cooperate fully with the neutral evaluator;
 - (b) comply with any requests made by the neutral evaluator as permitted or required under this Appendix; and
 - (c) give prompt attention to and respond to all communications from the neutral evaluator.
15. A neutral evaluation will be conducted only on the basis of documents submitted by the Participants under Section 20 unless the Participants agree to, or the neutral evaluator requires, additional submissions or other forms of evidence.
16. If a hearing is held, the hearing must be conducted as efficiently as possible and in the manner the neutral evaluator specifies, after consultation with the Participants.
17. If a hearing is held, the neutral evaluator must give the Participants reasonable written notice at least seven days before the hearing date.

18. No transcript or recording will be kept of a hearing, but this does not prevent an individual attending the hearing from keeping notes of the hearing.
19. The legal rules of evidence do not apply to a neutral evaluation.
20. Within 15 days of the appointment of a neutral evaluator, each Participant must deliver to the other Participants and to the neutral evaluator a written submission respecting the Disagreement, including facts upon which the Participants agree or disagree, and copies of any documents, affidavits and exhibits on which the Participant relies.
21. Within 21 days after the appointment of a neutral evaluator, a Participant may submit a reply to the submission of any other Participant and, in that event, will provide copies of the reply to the other Participants and the neutral evaluator.

Confidentiality

22. In order to assist in the resolution of the Disagreement, a neutral evaluation will not be open to the public.
23. The Participants, and all persons, will keep confidential:
 - (a) all oral and written information disclosed in the neutral evaluation; and
 - (b) the fact that the information referred to in Section 23(a) has been disclosed.
24. The Participants will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the neutral evaluation, any oral or written information disclosed in or arising from the neutral evaluation, including:
 - (a) any documents of other Participants produced in the course of the neutral evaluation which are not otherwise produced or producible in that proceeding;
 - (b) any views expressed, or suggestions made, in respect of a possible settlement of the Disagreement;
 - (c) any admissions made by any Participant in the course of the neutral evaluation, unless otherwise stipulated by the admitting Participant;
 - (d) the fact that any Participant has indicated a willingness to make or accept a proposal for settlement; and
 - (e) subject to Section 28, the opinion of the neutral evaluator.
25. Sections 23 and 24 do not apply:
 - (a) in any proceedings for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of a neutral evaluation;

- (b) if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
 - (c) if the oral or written information referred to in Sections 23 and 24 is in the public forum.
26. A neutral evaluator, or anyone retained or employed by the neutral evaluator, is not compellable in any proceedings to give evidence about any oral and written information acquired or opinion formed by that individual as a result of a neutral evaluation under this Appendix, and all Participants will oppose any effort to have that individual or that information subpoenaed.
27. A neutral evaluator, or anyone retained or employed by the neutral evaluator may not act as a consultant or expert in any proceeding relating to the Disagreement, including any proceeding that involves persons not a Participant to the neutral evaluation.
28. Notwithstanding Sections 23 to 26, after an Arbitral Tribunal has delivered its final Arbitral Award, or a court has referred its decision, in respect of a Disagreement, a Participant, for the purpose only of making a submission on the allocation of costs of that arbitral or judicial proceeding, may give to the Arbitral Tribunal or the court a copy of:
- (a) the neutral evaluator's opinion respecting that Disagreement; or
 - (b) the neutral evaluator's written notice of termination under Section 7.

Non-Binding Opinion

29. Within 21 days of the later of:
- (a) delivery of the last submission required or permitted in a neutral evaluation under this Appendix; or
 - (b) completion of a hearing,
- the neutral evaluator will deliver to the Participants a written opinion with reasons in respect of the probable disposition of the Disagreement should it be submitted to arbitral or judicial proceedings, as the case may be, under the Chapter.
30. An opinion under Section 29 is not binding on the Participants.

Attempt to Resolve After Opinion

31. Within 21 days of delivery of an opinion under Section 29, the Participants will meet and make an effort to resolve the Disagreement, taking into account the opinion of the neutral evaluator or any other considerations.
32. If the Participants and the neutral evaluator agree, the neutral evaluator may attend a

meeting under Section 31, and provide any necessary assistance to the Participants.

Failure to Comply

33. If a Participant fails to participate in the neutral evaluation as contemplated in Sections 14 to 21, the neutral evaluator may:
- (a) provide an opinion based solely upon the information and submissions the neutral evaluator has obtained; or
 - (b) give a written notice of termination of the neutral evaluation,
- to the Participants and, in either event, the neutral evaluator will record that Participant's failure to participate.

Termination of Neutral Evaluation

34. A neutral evaluation is terminated when any of the following occurs:
- (a) the neutral evaluator gives a notice of termination under Section 33(b);
 - (b) the expiration of 30 days after receipt of an opinion under Section 29 or 33, as the case may be, or any longer period agreed by the Participants;
 - (c) the Disputing Parties agree in writing to terminate the neutral evaluation; or
 - (d) the Disputing Parties sign a written agreement resolving the Disagreement.

Costs

35. A Participant that has failed to participate in a neutral evaluation as contemplated in Sections 14 to 21 is responsible for its share of the costs of the neutral evaluation, despite its failure to participate.

Appendix O–5 Arbitration

Note: The Parties will update the Appendices before the Effective Date.

Definitions

1. In this Appendix:

"Applicant" means:

- (a) in an arbitration commenced under paragraph 28 of the Chapter, the Disputing Party that delivered the notice of arbitration, and
- (b) in an arbitration commenced under paragraph 29 of the Chapter, the Disputing Party that the Disputing Parties have together agreed will be the applicant in the agreement to arbitrate;

"Arbitration Agreement" includes:

- (a) the requirement to refer to arbitration Disagreements described in paragraph 28 of the Chapter; and
- (b) an agreement to arbitrate a Disagreement as described in paragraph 29 of the Chapter;

"Chapter" means Chapter 29 Dispute Resolution of this Agreement;

"Respondent" means a Participant other than the Applicant;

"Section" means a section of this Appendix;

"Supreme Court" means the Supreme Court of British Columbia; and

"Tribunal Member" means a member of the Arbitral Tribunal appointed under this Appendix.

General

- 2. A Reference in this Appendix, other than in Section 87 or 116(a), to a claim, applies to a counterclaim, and a Reference in this Appendix to a defence, applies to a defence to a counterclaim.
- 3. Notwithstanding paragraph 2 of the Chapter, the Participants may not vary Section 55 or 99.

Communications

- 4. Except in respect of administrative details, the Participants will not communicate with the Arbitral Tribunal:

- (a) orally, except in the presence of all other Participants; or
 - (b) in writing, without immediately sending a copy of that communication to all other Participants.
5. Section 4 also applies to any communication by the Arbitral Tribunal to the Participants.

Waiver of Right to Object

6. A Participant will be deemed to have waived its right to object where it knows that:
- (a) any provision of this Appendix; or
 - (b) any requirement under this Agreement or an Arbitration Agreement,
- has not been complied with, and yet proceeds with the arbitration without stating its objection to non-compliance without undue delay or, if a time limit is provided for stating that objection, within that period of time.
7. In Section 6(a), "any provision of this Appendix" includes any provision of this Appendix which the Participants have agreed to vary.

Extent of Judicial Intervention

8. In matters governed by this Appendix:
- (a) no court will intervene except as provided in this Appendix; and
 - (b) no arbitral proceedings of an Arbitral Tribunal, or order, ruling or Arbitral Award made by an Arbitral Tribunal will be questioned, reviewed or restrained by a proceeding under any legislation or other law that permits judicial review except to the extent provided in this Agreement or this Appendix.

Construction of Appendix

9. In construing a provision of this Appendix, a court or Arbitral Tribunal may refer to the documents of the United Nations Commission on International Trade Law and its working group respecting the preparation of the UNCITRAL Model Arbitration Law and must give those documents the weight that is appropriate in the circumstances.

Stay of Legal Proceedings

10. If a Participant commences legal proceedings in a court against another Participant in respect of a matter required or agreed to be submitted to arbitration, a party to the legal proceedings may, before or after entering an appearance, and before delivery of any pleadings or taking any other step in the proceedings, apply to that court to stay the proceedings.
11. In an application under Section 10, the court must make an order staying the

legal proceedings unless it determines that:

- (a) the Arbitration Agreement is null and void, inoperative or incapable of being performed; or
 - (b) the legal proceedings are permitted under the Chapter.
12. An arbitration may be commenced or continued, and an Arbitral Award made, even if an application has been brought under Section 10, and the issue is pending before the court.

Interim Measures by Court

13. It is not incompatible with an Arbitration Agreement for a Participant to request from a court, before or during arbitral proceedings, an interim measure of protection as provided in paragraph 13 of the Chapter, and for a court to grant that measure.

Commencement of Arbitral Proceedings

14. Arbitral proceedings in respect of a Disagreement:
- (a) required to be arbitrated as set out in paragraph 28 of the Chapter, commence on delivery of the notice of arbitration to the Parties; or
 - (b) agreed to be arbitrated as set out in paragraph 29 of the Chapter, commence on the date of the Arbitration Agreement.

Notice of Arbitration

15. A notice of arbitration under paragraph 28 of the Chapter must be in writing and contain the following information:
- (a) a statement of the subject matter or issues of the Disagreement;
 - (b) a requirement that the Disagreement be referred to arbitration;
 - (c) the remedy sought;
 - (d) the number of arbitrators; and
 - (e) any preferred qualifications of the arbitrators.
16. A notice of arbitration under Section 15 may contain the names of any proposed arbitrators.

Arbitrators

17. In an arbitration:

- (a) required to be arbitrated as set out in paragraph 28 of the Chapter, there will be three arbitrators; and
 - (b) agreed to be arbitrated as set out in paragraph 29 of the Chapter, there will be one arbitrator.
18. All arbitrators:
- (a) will be independent and impartial, and
 - (b) preferably, will have knowledge of, or experience in, the subject matter or issues of the Disagreement.
19. A single arbitrator or a chair of an Arbitral Tribunal will be an experienced arbitrator or arbitration counsel or have had training in arbitral procedure.

Appointment of Arbitrators

20. A Participant proposing the name of an arbitrator will also submit a copy of that individual's resume and the statement that individual is required to make under Section 27.
21. In an arbitration with a single arbitrator, if the Participants fail to agree on the arbitrator within 30 days of the commencement of the arbitration, the appointment will be made by the Neutral Appointing Authority on the written request of a Participant that is copied to the other Participants.
22. In an arbitration with three arbitrators and two Participants:
- (a) each Participant will appoint one arbitrator;
 - (b) the two appointed arbitrators will appoint the third arbitrator; and
 - (c) the three arbitrators shall select a chair from among themselves having regard to the qualifications of a chair as set out in Section 19.
23. During the appointment process set out in Section 22, if:
- (a) a Party fails to appoint an arbitrator under Section 22(a) within 30 days of receipt of a request to do so from the other Participant;
 - (b) the two appointed arbitrators fail to agree on the third arbitrator under Section 22(b) within 30 days of the completion of the process under Section 22(a); or
 - (c) the three arbitrators fail to appoint a chair under Section 22(c) within 15 days of the completion of the process under Section 22(b),
- then the applicable appointment will be made by the Neutral Appointing Authority on

the written request of a Participant that is copied to the other Participants.

24. In an arbitration with three arbitrators and three Participants:
- (a) the three Participants will jointly appoint the three arbitrators; and
 - (b) the three arbitrators shall select a chair from among themselves having regard to the qualifications of a chair as set out in Section 19.
25. During the appointment process set out in Section 24, if:
- (a) the three Participants fail to agree on the three arbitrators under Section 24(a) within 60 days of the commencement of the arbitration; or
 - (b) the three arbitrators fail to appoint a chair under Section 24(b) within 15 days of the completion of the process under Section 24(a),

then the applicable appointment will be made by the Neutral Appointing Authority on the written request of a Participant copied to the other Participants.

26. The Neutral Appointing Authority, in appointing an arbitrator or the chair of an Arbitral Tribunal, will have due regard to:
- (a) any qualifications as set out in Sections 18 or 19 or as otherwise agreed in writing by the Participants; and
 - (b) other considerations as are likely to secure the appointment of an independent and impartial arbitrator or chair.

Challenge of Arbitrator

27. When an individual is approached in connection with a possible appointment as an arbitrator, that individual will provide to the Participants a written statement:
- (a) disclosing any circumstances likely to give rise to justifiable doubts as to their independence or impartiality; or
 - (b) advising that the individual is not aware of any circumstances of that nature and committing to disclose them if they arise or become known at a later date.
28. An arbitrator, from the time of appointment and throughout the arbitral proceedings, will, without delay, disclose to the Participants any circumstances referred to in Section 27 unless the Participants have already been informed of them.
29. A Participant may challenge an arbitrator only if:
- (a) circumstances exist that give rise to justifiable doubts as to the arbitrator's independence or impartiality; or

- (b) the arbitrator does not possess the qualifications set out in this Appendix or as otherwise agreed in writing by the Participants.
- 30. A Participant may only challenge an arbitrator appointed by that Participant, or in whose appointment that Participant has participated, for reasons under Section 29 if that Participant becomes aware of those reasons after the appointment has been made.
- 31. An arbitrator who is a Kitsumkalum Member, or related to a Kitsumkalum Member, may not be challenged under Section 28 solely on the grounds that they are a Kitsumkalum Member or on the grounds of that relationship to a Kitsumkalum Member.
- 32. A Participant may challenge an arbitrator by sending a written statement of the reasons for the challenge to the Arbitral Tribunal within 15 days of becoming aware of:
 - (a) the constitution of the Arbitral Tribunal; or
 - (b) any circumstances referred to in Section 29.
- 33. Unless the arbitrator challenged under Section 32 withdraws from office, or the other Participants agree to the challenge, the Arbitral Tribunal will decide on the challenge and provide the Participants with written notice of the decision.
- 34. If a challenge under any procedure agreed upon by the Participants or under the procedure under Section 32 is not successful, the challenging Participant, within 30 days of having received written notice of the decision rejecting the challenge, may request that the Neutral Appointing Authority decide on the challenge.
- 35. The decision of the Neutral Appointing Authority under Section 34 is final and is not subject to appeal.
- 36. While a request under Section 34 is pending, the Arbitral Tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an Arbitral Award unless:
 - (a) the costs occasioned by proceeding before the decision of the Neutral Appointing Authority is made would unduly prejudice the Participants; or
 - (b) the Participants otherwise agree.

Termination of Mandate and Substitution of Arbitrator

- 37. The mandate of an arbitrator terminates if the arbitrator becomes unable at law, or as a practical matter, to perform the arbitrator's functions, or for other reasons fails to act without undue delay.
- 38. If a controversy remains concerning any of the grounds referred to in Section 37, a

Participant may request that the Neutral Appointing Authority decide on the termination of the mandate of the arbitrator.

39. In addition to the circumstances referred to in Sections 32 to 34 and 37, the mandate of an arbitrator terminates:
 - (a) if the arbitrator withdraws from office for any reason; or
 - (b) by written agreement of the Participants.
40. If the mandate of an arbitrator terminates, a replacement arbitrator will be appointed under Sections 20 to 26 within the required time commencing from the date of the termination of the appointment.
41. If a single arbitrator or a chair of an Arbitral Tribunal is replaced, any hearings previously held will be repeated and the replacement arbitrator will review any previous award made under Section 36.
42. If an arbitrator other than a single arbitrator or a chair of an Arbitral Tribunal is replaced, any hearings previously held may be repeated at the discretion of the Arbitral Tribunal.
43. An order or ruling of the Arbitral Tribunal made before the replacement of an arbitrator under Section 40 is not invalid solely because there has been a change in the composition of the Arbitral Tribunal.

Competence of Arbitral Tribunal to Rule on Its Jurisdiction

44. An Arbitral Tribunal may rule on its own jurisdiction.
45. A plea that an Arbitral Tribunal does not have jurisdiction will be raised no later than the submission of the statement of defence.
46. A Participant is not precluded from raising a plea under Section 45 by the fact that the Participant has appointed, or participated in the appointment of, an arbitrator.
47. A plea that an Arbitral Tribunal is exceeding the scope of its jurisdiction will be made as soon as the matter alleged to be beyond the scope of its jurisdiction is raised during the arbitral proceedings.
48. An Arbitral Tribunal may, in either of the cases referred to in Section 45 or 47, admit a later plea if it considers the delay justified.
49. An Arbitral Tribunal may rule on a plea referred to in Section 45 or 47 either as a preliminary question or in the Arbitral Award.
50. If an Arbitral Tribunal rules as a preliminary question that it has jurisdiction, any Participant, within 15 days after having received written notice of that ruling, may

request the Supreme Court to decide the matter.

51. A decision of the Supreme Court under Section 50 is final and is not subject to appeal.
52. While a request under Section 50 is pending, an Arbitral Tribunal may continue the arbitral proceedings and make an Arbitral Award unless:
 - (a) the costs occasioned by proceeding before the decision of the Supreme Court is made would unduly prejudice the Participants; or
 - (b) the Participants otherwise agree.

Interim Measures Ordered by Arbitral Tribunal

53. Unless otherwise agreed by the Participants, the Arbitral Tribunal may, at the request of a Participant, order a Participant to take any interim measure of protection as the Arbitral Tribunal may consider necessary in respect of the subject matter of the Disagreement.
54. The Arbitral Tribunal may require a Participant to provide appropriate security in connection with a measure ordered under Section 53.

Equal Treatment of Parties

55. The Participants will be treated with equality and each Participant will be given a full opportunity to present its case.

Determination of Rules of Procedure

56. Subject to this Appendix, the Participants may agree on the procedure to be followed by the Arbitral Tribunal in conducting the arbitral proceedings.
57. If the Participants do not agree to a procedure under Section 56, the Arbitral Tribunal, subject to this Appendix, may conduct the arbitral proceedings in the manner it considers appropriate.
58. The Arbitral Tribunal is not required to apply the legal rules of evidence and may determine the admissibility, relevance, materiality and weight of any evidence.
59. The Arbitral Tribunal will make all reasonable efforts to conduct the arbitral proceedings in the most efficient, expeditious and cost effective manner as is appropriate in all the circumstances of the case.
60. The Arbitral Tribunal may extend or abridge a period of time:
 - (a) set out in this Appendix, except the period specified in Section 108; or
 - (b) established by the Arbitral Tribunal.

Pre-Hearing Meeting

61. Within 10 days after the completion of the appointment process for the Arbitral Tribunal set out in Sections 22 or 24, as applicable, the Arbitral Tribunal will convene a pre-hearing meeting of the Participants to reach agreement and to make any necessary orders on:
 - (a) any procedural issues arising under this Appendix;
 - (b) the procedure to be followed in the arbitration;
 - (c) the time periods for taking steps in the arbitration;
 - (d) the scheduling of hearings or meetings, if any;
 - (e) any preliminary applications or objections; and
 - (f) any other matter which will assist the arbitration to proceed in an efficient and expeditious manner.
62. The Arbitral Tribunal will prepare and distribute promptly to the Participants a written record of all business transacted, and decisions and orders made, at the pre-hearing meeting.
63. The Arbitral Tribunal may conduct the pre-hearing meeting by video conference or in any manner it considers appropriate.

Place of Arbitration

64. Subject to Section 65, the arbitration will take place in British Columbia.
65. An Arbitral Tribunal may meet at any place it considers appropriate for consultation among the Tribunal Members, for hearing witnesses, experts or the Participants, for inspection of documents, goods or other personal property, or for viewing physical locations.

Language

66. If the Arbitral Tribunal determines that it was necessary or reasonable for a Participant to incur the costs of translating documents and oral presentations in the circumstances of a particular Disagreement, the Arbitral Tribunal, on application of a Participant, may order that any of the costs of that translation be included in the costs of the arbitration under paragraph 43 of the Chapter.

Statements of Claim and Defence

67. Within 21 days after the completion of the appointment process of the Arbitral Tribunal set out in Sections 22 or 24, as applicable, the Applicant will deliver a written statement to the other Participants stating the facts supporting its claim or

- position, the points at issue and the relief or remedy sought.
68. Within 15 days after receipt of the Applicant's statement, each Respondent will deliver a written statement to the other Participants stating its defence or position in respect of those particulars.
69. Each Participant will attach to its statement a list of documents:
- (a) upon which the Participant intends to rely; and
 - (b) which describes each document by kind, date, author, addressee and subject matter.
70. The Participants may amend or supplement their statements, including the list of documents, and deliver counter-claims and defences to counter-claims during the course of the arbitral proceedings, unless the Arbitral Tribunal considers it inappropriate to allow the amendment, supplement or additional pleadings having regard to:
- (a) the delay in making it; and
 - (b) any prejudice that would be suffered by the other Participants.
71. Each Participant will deliver to the other Participants copies of all amended, supplemented or new documents delivered under Section 70.

Disclosure

72. The Arbitral Tribunal may order a Participant to produce, within a specified time, any documents that:
- (a) have not been listed under Section 69;
 - (b) the Participant has in its care, custody or control; and
 - (c) the Arbitral Tribunal considers to be relevant.
73. Each Participant will allow the other Participants the necessary access at reasonable times to inspect and take copies of all documents that it has listed under Section 69, or that the Arbitral Tribunal has ordered to be produced under Section 72.
74. The Participants will prepare and send to the Arbitral Tribunal an agreed statement of facts within the time specified by the Arbitral Tribunal.
75. At least 21 days before a hearing commences, each Participant will give the other Participants:
- (a) the name and address of any witness and a written summary of the witness's evidence; and

- (b) in the case of an expert witness, a written statement or report prepared by the expert witness.
76. At least 15 days before a hearing commences, each Participant will give to the other Participants and the Arbitral Tribunal an assembly of all documents to be introduced at the hearing.

Hearings and Written Proceedings

77. Subject to Section 78, the Arbitral Tribunal will decide whether to:
- (a) hold hearings for the presentation of evidence or for oral argument; or
 - (b) conduct the proceedings on the basis of documents and other materials.
78. Unless the Participants have agreed that no hearings will be held, the Arbitral Tribunal must hold hearings at an appropriate stage of the proceedings, if so requested by a Participant.
79. The Arbitral Tribunal will give the Participants sufficient advance written notice of any hearing or meeting of the Arbitral Tribunal for the purpose of inspecting documents, goods or other property or viewing any physical location.
80. All statements, documents or other information supplied to, or applications made to, the Arbitral Tribunal by one Participant will be communicated to the other Participants, and any expert report or evidentiary document on which the Arbitral Tribunal may rely in making its decision must be communicated to the Participants.
81. Unless ordered by the Arbitral Tribunal, all hearings and meetings in arbitral proceedings, other than meetings of the Arbitral Tribunal, are open to the public.
82. The Arbitral Tribunal will schedule hearings to be held on consecutive days until completion, unless the Participants otherwise agree.
83. All oral evidence will be taken in the presence of the Arbitral Tribunal and all Participants unless a Participant is absent by default or has waived the right to be present.
84. The Arbitral Tribunal may order any individual to be examined by the Arbitral Tribunal under oath or on affirmation in relation to the Disagreement and to produce before the Arbitral Tribunal all relevant documents within the individual's care, custody or control.
85. The document assemblies delivered under Section 76 will be deemed to have been entered into evidence at the hearing without further proof and without being read out at the hearing, but a Participant may challenge the admissibility of any document so introduced.

86. If the Arbitral Tribunal considers it just and reasonable to do so, the Arbitral Tribunal may permit a document that was not previously listed under Section 69, or produced as required under Section 72 or 76, to be introduced at the hearing, but the Arbitral Tribunal may take that failure into account when fixing the costs to be awarded in the arbitration.
87. If the Arbitral Tribunal permits the evidence of a witness to be presented as a written statement, a Participant may require that witness to be made available for cross examination at the hearing.
88. The Arbitral Tribunal may order a witness to appear and give evidence, and, in that event, the Participants may cross examine that witness and call evidence in rebuttal.

Default of a Participant

89. If, without showing sufficient cause, the Applicant fails to communicate its statement of claim in accordance with Section 67, the Arbitral Tribunal may terminate the proceedings.
90. If, without showing sufficient cause, a Respondent fails to communicate its statement of defence in accordance with Section 68, the Arbitral Tribunal will continue the proceedings without treating that failure in itself as an admission of the Applicant's allegations.
91. If, without showing sufficient cause, a Participant fails to appear at a hearing or to produce documentary evidence, the Arbitral Tribunal may continue the proceedings and make the Arbitral Award on the evidence before it.
92. Before terminating the proceedings under Section 89, the Arbitral Tribunal will give all Respondents written notice providing an opportunity to file a statement of claim in respect of the Disagreement within a specified period of time.

Expert Appointed by Arbitral Tribunal

93. After consulting the Participants, the Arbitral Tribunal may:
 - (a) appoint one or more experts to report to it on specific issues to be determined by the Arbitral Tribunal; and
 - (b) for that purpose, require a Participant to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other personal property or land for inspection or viewing.
94. The Arbitral Tribunal will give a copy of the expert's report to the Participants, and the Participants will have an opportunity to reply to the expert's report.
95. If a Participant so requests, or if the Arbitral Tribunal considers it necessary, the expert will, after delivery of a report, participate in a hearing where the Participants

will have the opportunity to cross examine the expert and to call any evidence in rebuttal.

96. If a Participant requests, the expert will:
- (a) make available to that Participant for examination all documents, goods or other property in the expert's possession that were provided to the expert in order to prepare a report; and
 - (b) provide that Participant with a list, including the location, of all documents, goods or other personal property or land not in the expert's possession to which the expert was given access in order to prepare a report.

Law Applicable to Substance of Disagreement

97. An Arbitral Tribunal will decide the Disagreement in accordance with the law.
98. If the Participants have expressly authorized it to do so, an Arbitral Tribunal may decide the Disagreement based upon equitable considerations.
99. In all cases, an Arbitral Tribunal will make its decisions in accordance with the spirit and intent of this Agreement.
100. Before a final Arbitral Award is made:
- (a) an Arbitral Tribunal; or
 - (b) a Participant, with the agreement of the other Participants,
- may refer a question of law to the Supreme Court for a ruling.
101. A Party may appeal a decision in the Supreme Court under Section 100 to the British Columbia Court of Appeal with leave of the British Columbia Court of Appeal. If the British Columbia Court of Appeal:
- (a) refuses to grant leave to a Party to appeal a ruling of the Supreme Court under Section 100; or
 - (b) hears an appeal from a ruling of the Supreme Court under Section 100,
- the decision of the British Columbia Court of Appeal may not be appealed to the Supreme Court of Canada.
102. While a request under Section 100 is pending, the Arbitral Tribunal may continue the arbitral proceedings and make an Arbitral Award unless:
- (a) the costs occasioned by proceeding before the ruling of the Supreme Court is made would unduly prejudice the Parties; or

- (b) the Parties agree otherwise.

Decision Making by Panel of Arbitrators

- 103. Subject to Section 105, in arbitral proceedings with more than one arbitrator, any decision of the Arbitral Tribunal will be made by a majority of all Tribunal Members.
- 104. If there is no majority decision on a matter to be decided, the decision of the chair of the Arbitral Tribunal is the decision of the Arbitral Tribunal.
- 105. If authorized by the Participants or all Tribunal Members, questions of procedure may be decided by the chair of the Arbitral Tribunal.

Settlement

- 106. If, during arbitral proceedings, the Participants settle the Disagreement, the Arbitral Tribunal will terminate the proceedings and, if requested by the Participants, will record the settlement in the form of an Arbitral Award on agreed terms.
- 107. An Arbitral Award on agreed terms:
 - (a) will be made in accordance with Sections 109 to 111;
 - (b) will state that it is an Arbitral Award; and
 - (c) has the same status and effect as any other Arbitral Award on the substance of the Disagreement.

Form and Content of Arbitral Award

- 108. An Arbitral Tribunal will make its final award as soon as possible and, in any event, within 60 days after:
 - (a) the hearings have closed; or
 - (b) the final submission has been made,

whichever is the later date.

- 109. An Arbitral Award will be made in writing and will be signed by all of the Tribunal Members.
- 110. An Arbitral Award will state the reasons upon which it is based, unless:
 - (a) the Participants have agreed that no reasons are to be given; or
 - (b) the award is an Arbitral Award on agreed terms under Sections 106 and 107.

111. A signed copy of an Arbitral Award must be delivered to the Parties by the Arbitral Tribunal.
112. At any time during the arbitral proceedings, an Arbitral Tribunal may make an interim Arbitral Award on any matter with respect to which it may make a final Arbitral Award.

Costs

113. An Arbitral Tribunal may award interest on costs awarded under Sections 114 and 116.
114. The costs of an arbitration are in the discretion of the Arbitral Tribunal which, in making an order for costs:
 - (a) may include as costs:
 - (i) the fees and expenses of the arbitrators and expert witnesses,
 - (ii) legal fees and expenses of the Participants,
 - (iii) any administration fees of a Neutral Appointing Authority, or
 - (iv) any other expenses incurred in connection with the arbitral proceedings; and
 - (b) will specify, if applicable:
 - (i) the Participant entitled to costs,
 - (ii) the Participant who will pay the costs,
 - (iii) subject to Section 115, the amount of costs or method of determining that amount, and
 - (iv) the manner in which the costs will be paid.
115. For purposes of Section 114, an Arbitral Tribunal may award up to 50% of the reasonable and necessary legal fees and expenses that were actually incurred by a Participant, and if the legal services were provided by an employee or employees of that Participant, the Arbitral Tribunal may fix an amount or determine an hourly rate to be used in the calculation of the cost of those employee legal fees.
116. Notwithstanding Section 114, and in accordance with paragraph 19 of Chapter 2 Periodic Renewal and Orderly Process, an Arbitral Tribunal will award the following costs against any Party that it determines has not participated in a Periodic Renewal in good faith:
 - (a) costs incurred in connection with the arbitral proceedings; and
 - (b) costs incurred in connection with the Periodic Renewal.

117. An order for costs under Section 116(a) will be composed of the following costs:
- (a) the fees and expenses of the arbitrators and expert witnesses;
 - (b) legal fees and expenses of the Parties;
 - (c) any administration fees of a Neutral Appointing Authority, if applicable; and
 - (d) any other expenses incurred in connection with the arbitral proceedings.
118. An order for costs under Section 116(b) will be composed, as determined by the Arbitral Tribunal, of the cost of the legal fees and expenses and other expenses of the Parties incurred in connection with or wasted as a result of a Party's failure to participate in Periodic Renewal in good faith.
119. An order for costs under Section 116 will specify:
- (a) the Party entitled to costs;
 - (b) the Party who will pay the costs;
 - (c) subject to Section 120, the amount of costs or method of determining that amount; and
 - (d) the manner in which the costs will be paid.
120. For the purposes of Section 116, an Arbitral Tribunal will award 100% of the reasonable and necessary legal fees and expenses that were actually incurred by a Party during the arbitral proceedings and the Periodic Renewal, and where the legal services were provided by an employee or employees of that Party, the Arbitral Tribunal may fix an amount or determine an hourly rate to be used in the calculation of the cost of those employee legal fees.
121. An Arbitral Tribunal may, in its discretion, include in any order of costs that it may make under Section 116 an additional financial penalty of up to three times the amount of the total costs awarded.

Termination of Proceedings

122. An Arbitral Tribunal will close any hearings if:
- (a) the Participants advise they have no further evidence to give or submissions to make; or
 - (b) the Arbitral Tribunal considers further hearings to be unnecessary or inappropriate.
123. A final Arbitral Award, or an order of the Arbitral Tribunal under Section 124, terminates arbitral proceedings.
124. An Arbitral Tribunal must issue an order for the termination of the arbitral proceedings if:
- (a) the Applicant withdraws its claim, unless a Respondent objects to the order and the Arbitral Tribunal recognizes a legitimate interest in obtaining a final

settlement of the Disagreement;

- (b) the Participants agree on the termination of the proceedings; or
- (c) the Arbitral Tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.

125. Subject to Sections 126 to 131 and 135, the mandate of an Arbitral Tribunal terminates with the termination of the arbitral proceedings.

Correction and Interpretation of Award, and Additional Award

126. Within 30 days after receipt of an Arbitral Award, a Participant may:

- (a) request that the Arbitral Tribunal correct in the Arbitral Award any computation errors, any clerical or typographical errors or any other errors of a similar nature; and
- (b) if agreed by all the Participants, request that the Arbitral Tribunal give an interpretation of a specific point or part of the Arbitral Award.

127. If an Arbitral Tribunal considers a request made under Section 126 to be justified, it will make the correction or give the interpretation within 30 days after receipt of the request and the interpretation will form part of the Arbitral Award.

128. An Arbitral Tribunal, on its own initiative, may correct any error of the type referred to in Section 126(a) within 30 days after the date of the Arbitral Award.

129. Within 30 days after receipt of an Arbitral Award, a Participant may request that the Arbitral Tribunal make an additional Arbitral Award respecting claims presented in the arbitral proceedings but omitted from the Arbitral Award.

130. If the Arbitral Tribunal considers a request made under Section 129 to be justified, it will make an additional Arbitral Award within 60 days.

131. Sections 109 to 111 and Sections 113 to 115 apply to a correction or interpretation of an Arbitral Award made under Section 127 or 128 or to an additional Arbitral Award made under Section 130.

Application for Setting Aside Arbitral Award

132. Subject to Sections 137 and 139, an Arbitral Award may be set aside by the Supreme Court, and no other court, only if a Participant making the application establishes that:

- (a) the Participant making the application:
 - (i) was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings; or

- (ii) was otherwise unable to present its case or respond to the other Participant's case;
 - (b) the Arbitral Award:
 - (i) deals with a Disagreement not contemplated by or not falling within the terms of the submission to arbitration; or
 - (ii) contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the Arbitral Award that contains decisions on matters not submitted to arbitration may be set aside;
 - (c) the composition of the Arbitral Tribunal or the arbitral procedure was not in accordance with the agreement of the Participants, unless that agreement was in conflict with a provision of this Appendix from which the Participants cannot derogate, or, failing any agreement, was not in accordance with this Appendix;
 - (d) the Arbitral Tribunal or a Tribunal Member has committed a corrupt or fraudulent act; or
 - (e) the Arbitral Award was obtained by fraud.
133. An application to set aside an Arbitral Award may not be made more than 90 days after the date on which:
- (a) the Participant making that application receives the Arbitral Award; or
 - (b) the Arbitral Award disposes of a request made under Section 126 or 129.
134. An application to set aside an Arbitral Award on the grounds that the Arbitral Tribunal or a Tribunal Member has committed a corrupt or fraudulent act or that the Arbitral Award was obtained by fraud must be commenced:
- (a) within the period referred to in Section 132; or
 - (b) within 30 days after the Participant discovers or ought to have discovered the fraud or corrupt or fraudulent act,
- whichever is the longer period.
135. When asked to set aside an Arbitral Award, the Supreme Court may, where it is appropriate and it is requested by a Participant, adjourn the court proceedings for a period of time in order to give the Arbitral Tribunal an opportunity:
- (a) to resume the arbitral proceedings; or

- (b) to take any other action that, in the Arbitral Tribunal's opinion, will eliminate the grounds for setting aside the Arbitral Award.
136. A Party that was not a Participant in an arbitration will be given written notice of an application under Section 133 and is entitled to be a party to, and make representations on, the application.

Appeal on Question of Law

137. A Participant may appeal an Arbitral Award to the Supreme Court, with leave, on a question of law, which the Supreme Court will grant only if it is satisfied that:
- (a) the importance of the result of the arbitration to the Participants justifies the intervention of the court, and the determination of the point of law may prevent a miscarriage of justice; or
 - (b) the point of law is of general or public importance.
138. An application for leave may not be made more than 90 days:
- (a) after the date on which the Participant making the application received the Arbitral Award; or
 - (b) if a request had been made under Section 126 or 129, after the date on which that request was disposed of by the Arbitral Tribunal.
139. The Supreme Court may confirm, vary or set aside the Arbitral Award or may remit the Arbitral Award to the Arbitral Tribunal with directions, including the court's opinion on the question of law.
140. When an Arbitral Award is appealed on a question of law, the Supreme Court may, where it is appropriate and it is requested by a Participant, adjourn the court proceedings for a period of time in order to give the Arbitral Tribunal an opportunity to:
- (a) resume the arbitral proceedings; or
 - (b) take any other action that, in the Arbitral Tribunal's opinion, will eliminate the grounds for appealing the Arbitral Award.
141. A Party that was not a Participant in an arbitration will be given notice of an application under Section 137 and is entitled to be a party to, and make representations on, the application.
142. A decision of the Supreme Court under Section 139 may be appealed to to the British Columbia Court of Appeal with leave of the British Columbia Court of Appeal.
143. If the British Columbia Court of Appeal:

- (a) refuses to grant leave to a Party to appeal a ruling of the Supreme Court under Section 139; or
 - (b) hears an appeal from a ruling of the Supreme Court under Section 139,
- the decision of the British Columbia Court of Appeal may not be appealed to the Supreme Court of Canada.
144. No application may be made under Section 137 in relation to:
- (a) an Arbitral Award based upon equitable considerations as permitted in Section 98; or
 - (b) an Arbitral Award made in an arbitration commenced under paragraph 29 of the Chapter.
145. No ruling of the Supreme Court made under Section 100 may be appealed under Section 137 if the time limit for appealing that ruling has already expired.

Recognition and Enforcement

146. An Arbitral Award is binding on all Parties and, upon application to the Supreme Court, will be enforced in accordance with Chapter 9 Administration of Justice.
147. Unless the Supreme Court orders otherwise, the Participant relying on an Arbitral Award or applying for its enforcement will supply the duly authenticated original Arbitral Award or a duly certified copy of it.

Grounds for Refusing Enforcement

148. Subject to Sections 136 and 141, a Party that was not a Participant in an arbitration will not bring an application under Section 132 or 137 to set the Arbitral Award aside but may resist enforcement of the award against it by bringing an application under Section 149.
149. On the application of a Party that was not a Participant in an arbitration, the Supreme Court may make an order refusing to enforce against that Party an Arbitral Award made under this Appendix if that Party establishes that:
- (a) it was not given copies of:
 - (i) the notice of arbitration or agreement to arbitrate; or
 - (ii) the pleadings or all amendments and supplements to the pleadings;
 - (b) the Arbitral Tribunal refused to add the Party as a Participant to the arbitration under paragraph 32 of the Chapter;
 - (c) the Arbitral Award

- (i) deals with a Disagreement not contemplated by or not falling within the terms of the submission to arbitration; or
- (ii) contains decisions on matters beyond the scope of the submission to arbitration,

provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the Arbitral Award which contains decisions on matters submitted to arbitration may be recognized and enforced;

- (d) the Arbitral Award has not yet become binding on the Parties or has been set aside or suspended by a court;
- (e) the Arbitral Tribunal or a Tribunal Member has committed a corrupt or fraudulent act; or
- (f) the Arbitral Award was obtained by fraud.