
APPENDIX C

INTERESTS ON NISGA'A LANDS

APPENDIX C - 1 INTERESTS ON NISGA'A LANDS

- Part 1** Existing interests;
- Part 2** Public utility transmission and distribution facilities; and
- Part 3** Roads.

APPENDIX C - 2 APPLICABLE FORMS OF DOCUMENT FOR EXISTING INTERESTS LISTED IN PART 1 OF APPENDIX C - 1

- Document 1** Licence of Occupation for Communication Site;
- Document 2** Licence of Occupation for Provincial Communication Site;
- Document 3** Licence of Occupation for Communication Site with Utility Access;
- Document 4** Licence of Occupation for Communication Site with Road Access;
- Document 5** Licence of Occupation for Communication Site with Road Access and Utility Access;
- Document 6** Licence of Occupation for Hydro Communication Site;
- Document 7** Licence of Occupation for Forestry Experimental Plots;
- Document 8** Licence of Occupation for a Hydrometric Station;
- Document 9** Licence of Occupation for a Navigational Light;
- Document 10** Licence of Occupation for Telephone Exchange;
- Document 11** Permit of Occupation for Waterworks;
- Document 12** Special Use Permit for Forestry Operations; and
- Document 13** Leases (not published).

APPENDIX C - 3 APPLICABLE FORMS OF DOCUMENT FOR PUBLIC UTILITY TRANSMISSION AND DISTRIBUTION FACILITIES LISTED IN PART 2 OF APPENDIX C - 1

- Document 1** Grant of Right of Way and Licence for Public Utility Works to British Columbia Hydro and Power Authority (Hydro); and
- Document 2** Grant of Right of Way and Licence for Telecommunications to BC TEL.

**APPENDIX C - 4 APPLICABLE FORMS OF DOCUMENT FOR ROADS LISTED
IN PART 3 OF APPENDIX C - 1**

- Document 1** Grant of Right of Way for Secondary Provincial Roads;
- Document 2** Grant of Private Road Easement; and
- Document 3** Grant of Right of Way for Access Roads to British Columbia Hydro
and Power Authority (Hydro).

**APPENDIX C - 5 CERTIFICATES OF POSSESSION ISSUED BY CANADA ON
FORMER NISGA'A INDIAN RESERVES ON NISGA'A LANDS**

**APPENDIX C - 6 PERSONS WITH AN INTEREST AUTHORIZED BY BAND
COUNCIL RESOLUTION ON FORMER NISGA'A INDIAN
RESERVES ON NISGA'A LANDS**

**APPENDIX C - 7 ANGLING GUIDE LICENCES, TRAPLINE LICENCES AND
GUIDE OUTFITTER LICENCE WHOLLY OR PARTIALLY ON
NISGA'A LANDS**

APPENDIX C - 1

INTERESTS ON NISGA'A LANDS

PART 1 OF APPENDIX C - 1

EXISTING INTERESTS

INTEREST HOLDER	FACILITY	LOCATION	PREVIOUS DOCUMENT	NISGA'A REPLACEMENT DOCUMENT
BC TEL	Communication site	Blk. B of D.L. 2626, Cassiar District (103P.025)	632928 BC	Licence of Occupation for Communication Site with Road Access
	Communication site with buried power cable-Ishkeenickh site	South of Laxgalts'ap (103P.003)	633669 BC	Licence of Occupation for Communication Site with Utility Access
	Communication site -Kwinyarh	Along Nass River (103P.014)	633670 BC	Licence of Occupation for Communication Site with Road Access and Utility Access
	Communication site -Aiyansh site	Near New Aiyansh (103P.025)	633171 BC	Licence of Occupation for Communication Site
	Communication site	On former Kincolith I.R. 14 (103I. 091)	89339 Can	Licence of Occupation for Telephone Exchange
	Communication site	On former Laxgalts'ap I.R. 9 (103P. 003)	87527 Can	Licence of Occupation for Telephone Exchange
British Columbia				
<i>Ministry of Forests</i>	Experimental Plots	Near SE corner of former Andequlay I.R. 8 (103P.003) and in D.L. 1734, Cassiar District (103P.036)	Exp00702 Blocks 4 and 5 BC	Licence of Occupation for Forestry Experimental Plots
<i>Ministry of Transportation and Highways</i>	Communication site	Located on 103P.003	File 6406499 BC	Licence of Occupation for Provincial Communication Site
British Columbia Hydro and Power Authority	Communication site	Near Maughlin Cr. (103P.035)	633793 BC	Licence of Occupation for Hydro Communication Site
Canada				
<i>Department of Fisheries and Oceans (Canadian Coast Guard)</i>	Navigation Beacon	Leading Point (103I.091)	Notation of Interest BC	Licence of Occupation for a Navigational Light

EXISTING INTERESTS continued...

INTEREST HOLDER	FACILITY	LOCATION	PREVIOUS DOCUMENT	NISGA'A REPLACEMENT DOCUMENT
	Navigation Beacon	Fort Point (103I.091)	Notation of Interest BC	Licence of Occupation for a Navigational Light
	Navigation Beacon	Mill Bay (103I.091)	Notation of Interest BC	Licence of Occupation for a Navigational Light
<i>Environment Canada</i>	Hydrometric station and cableway	On former Old Aiyansh I.R. (103P.025)	28-2 Permit Can (File 70-444)	Licence of Occupation for a Hydrometric Station
	Hydrometric station	Near Ansedagan Creek (103P.014)		Licence of Occupation for a Hydrometric Station
Canadian Broadcasting Corporation	Communication site	In D.L. 2626, Cassiar District (103P.025)	2659 BC	Licence of Occupation for Communication Site and Road Access
Gitlakdamix Development Corporation	Store and laundry	Lot 19-6 in former New Aiyansh I.R. 1 (103P. 025)	85074 Can	Lease
N.D. Hayduk/ C.A. Hayduk owners of Lot A of D.L. 1729, Cassiar District, Plan 9553	Waterworks Source - Hughan Brook	In D.L. 1718 Cassiar District (103P. 025)	Permit 16666 BC (<i>Water Act</i>)	Permit of Occupation for Waterworks
N.D. Hayduk (P.H. Hughan's executor) owner of the S 1/2 of the S.W. 1/4 of D.L. 1718, Cassiar District, except Plans 5830 and 7486	Waterworks Source - Hughan Brook	In D.L. 1718, Cassiar District (103P. 025)	Permit 20062 BC (<i>Water Act</i>)	Permit of Occupation for Waterworks
Royal Canadian Mounted Police	Communication site	Near Kwinamuck Lake (103P.035)	632776 BC	Licence of Occupation for Communication Site
	Communication site	Near Ginlulak Creek (103P.003)	634208 BC	Licence of Occupation for Communication Site
The Board of School Trustees of School District No. 92 (<i>Nisga'a</i>)	School site	Lot 28 in former Gitwinksihlkw I.R. 7 (103P. 014)	PC 1994-685 Section 53(1) Lease Can	Lease
Sim Gan Forest Corporation	Camp and office	Near Kwinatahl River (103P.045)	SUP 19897 BC	Special Use Permit for Forestry Operations
	Dryland Sort	Near Kwinatahl River (103P.035)	SUP 22417 BC	Special Use Permit for Forestry Operations

INTEREST HOLDER	FACILITY	LOCATION	PREVIOUS DOCUMENT	NISGA'A REPLACEMENT DOCUMENT
Skeena Cellulose Inc	Log sort and dump	Near Gintulak (103P.003)	SUP 9764 BC	Special Use Permit for Forestry Operations
	Camp and office	Near SE corner of D. L. 2944, Cassiar (103P.013)	SUP 16189 BC	Special Use Permit for Forestry Operations
M.W. Spisak, owner of D.L. 1729, Cassiar District , except Plans 8537 and 9553	Waterworks Source - Hughan Brook	Pt of D.L. 1718, Cassiar District (103P. 025)	Permit 20064 BC <i>(Water Act)</i>	Permit of Occupation for Waterworks
TOK Communications	Communication site	In D.L. 2626, Cassiar District (103P.025)	633073 BC	Licence of Occupation for Communication Site and Road Access

PART 2 OF APPENDIX C - 1

PUBLIC UTILITY TRANSMISSION AND DISTRIBUTION FACILITIES

INTEREST HOLDER	FACILITY	GENERAL LOCATION	PREVIOUS DOCUMENT	NISGA'A REPLACEMENT DOCUMENT
British Columbia Hydro and Power Authority	Transmission Line No.s 1L387 and 1L381	Running from: <u>Firstly:</u> The southerly boundary of Nisga'a Lands near Fulmar Creek to the Aiyansh sub- station(Block A of D.L. 1726, Cassiar District); and <u>Secondly:</u> Aiyansh sub-station to the northwesterly boundary of Nisga'a Lands near Kwinatahl within D.L. 1661, Cassiar District, and <u>Thirdly:</u> Aiyansh sub-station to the northeasterly boundary of Nisga'a Lands within D.L. 1751, Cassiar District. All as generally depicted on Appendix A - 2.	1634 BC 634078 BC	Grant of Right of Way and Licence for Public Utility Works to British Columbia Hydro and Power Authority (Hydro) (<i>Right of Way</i>)
	Transmission line	Running between Nisga'a Highway and Block B of 2626, Cassiar District	2087 BC	Grant of Right of Way and Licence for Public Utility Works to Hydro (<i>Right of Way</i>)

INTEREST HOLDER	FACILITY	GENERAL LOCATION	PREVIOUS DOCUMENT	NISGA'A REPLACEMENT DOCUMENT
	Transmission line	Running from Aiyansh sub-station to the S.E. 1/4 of D.L. 4011, Cassiar District and continuing in a general southwesterly direction, passing through the village of Laxgalts'ap and former I.R.s, to Gingolx, with a feeder line to Gitwinksihlkw.	2116 BC 634145 BC Permit 7491 Can Permit 7493 Can 633472 BC Permit 56112 Can	Grant of Right of Way and Licence for Public Utility Works to Hydro (<i>Right of Way</i>)
	Transmission Line	Running from Aiyansh sub-station to Block B of D.L. 1726, Cassiar District, Plan 7237	2116 BC	Grant of Right of Way and Licence for Public Utility Works to Hydro (<i>Right of Way</i>)
	Distribution Lines	Within the Village of New Aiyansh	Permit 70- 2156 Can	Grant of Right of Way and Licence for Public Utility Works to Hydro (<i>Licence</i>)
	Distribution Lines	Within the Village of Laxgalts'ap	Permit X16157 and 54679 Can	Grant of Right of Way and Licence for Public Utility Works to Hydro (<i>Licence</i>)
	Distribution Lines	Within the Village of Gingolx	Permit No. 56112	Grant of Right of Way and Licence for Public Utility Works to Hydro (<i>Licence</i>)
	Distribution Lines	Within the Village of Gitwinksihlkw	Permit X16158	Grant of Right of Way and Licence for Public Utility Works to Hydro (<i>Licence</i>)
	Other transmission and distribution facilities	Nisga'a Lands other than within Hydro rights of way areas, the above noted Villages or areas in respect of which Hydro has been granted rights under a separate instrument in Appendix C		Grant of Right of Way and Licence for Public Utility Works to Hydro (<i>Licence</i>)

PUBLIC UTILITY TRANSMISSION AND DISTRIBUTION FACILITIES continued...

INTEREST HOLDER	FACILITY	GENERAL LOCATION	PREVIOUS DOCUMENT	NISGA'A REPLACEMENT DOCUMENT
BC TEL	Distribution Line	On former Laxgalts'ap I.R. 9	80067, 81439 and 104253 Can	Grant of Right of Way and Licence for Telecommunications to BC TEL (<i>Right of Way</i>)
	Telecommunication lines	Within the Village of New Aiyansh		Grant of Right of Way and Licence for Telecommunications to BC TEL (<i>Licence</i>)
	Telecommunication lines	Within the Village of Laxgalts'ap		Grant of Right of Way and Licence for Telecommunications to BC TEL (<i>Licence</i>)
	Telecommunication lines	Within the Village of Gingolx		Grant of right of way and licence for public utility works to BC TEL (<i>Licence</i>)
	Telecommunication lines	Within the Village of Gitwinksihlkw		Grant of Right of Way and Licence for Telecommunications to BC TEL (<i>Licence</i>)
	Other distribution and telecommunica- tion facilities	Nisga'a Lands other than within BC TEL's right of way area, the above noted Villages or areas in respect of which BC TEL has been granted rights under a separate instrument in Appendix C		Grant of Right of Way and Licence for Telecommunications to BC TEL (<i>Licence</i>)

PART 3 OF APPENDIX C - 1

ROADS

SECONDARY PROVINCIAL ROADS:**RIGHTS OF WAY GRANTED TO BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND HIGHWAYS**

Road No. 183 - between that portion of Nisga'a Highway running through the South 1/2 of District Lot 4011, Cassiar District and the northerly boundary of the Northeast 1/4 of District Lot 4011.

Map 103P. 025

Landfill Road - between Nisga'a Highway and the easterly boundary of District Lot 1714, Cassiar District.

Map 103P. 025

Road No. 179 (east portion) - between Nisga'a Highway and the westerly boundary of District Lot 1718.

Map 103P. 025

Road No. 179 (west portion) - between Nisga'a Highway and the left natural boundary of Nass River, passing through District Lots 1717, 1715, 1719, 1720, unsurveyed Crown land, and former Kitladamas Indian Reserve No.1.

Map 103P. 025

Road No. 325 - between Nisga'a Highway and the Grease Trail Forest Service Road (FSR 8672.01) and passing through Block B of District Lot 1726, Block A of District Lot 1730 and Block A of District Lot 3051.

Maps 103P. 025 and 026

Road access to District Lot 4015, Cassiar District - between Road No. 179 (west portion) and the easterly boundary of the District Lot.

Map 103P. 025

Road access to District Lot 3061, Cassiar District - between the Grease Trail Forest Service Road and the southerly boundary of the District Lot, and passing through District Lots 3058, 3054, and 3055.

Map 103P. 035

RIGHTS OF WAY GRANTED TO BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF FORESTS

RO4088 - Section A Tchitin River - running between junction with Nass Forest Service Road 942-7876.03 in the East 1/2 of District Lot 3128, Cassiar District, to its intersection with the boundary of Nisga'a Lands within District Lot 3129, Cassiar District.

Tchitin Road - Section 1 - running between RO4088 and the northerly boundary of Nisga'a Lands and being the most southerly spur within the northwest 1/4 of District Lot 3124, Cassiar District.

Tchitin Road - Section 2 - running between RO4088 and the northerly boundary of Nisga'a Lands and being the most northerly spur within the northwest 1/4 of District Lot 3124 Cassiar District.

SECONDARY PROVINCIAL ROADS continued...

Tchitin Road - Section 3 - running between RO4088 and the northerly boundary of Nisga'a Lands and being the most southerly spur within District Lot 3128, Cassiar District.

Tchitin Road - Section 4 - running between RO4088 and the northerly boundary of Nisga'a Lands and being the most northerly spur within District Lot 3128, Cassiar District.

Map sheet 103P056

R07185 - Taylor Lake Road - running between junction with Nass Forest Service Road 942-07876.04, within the Northeast 1/4 of District Lot 3104, Cassiar District, and its intersection with the northerly boundary of Nisga'a Lands within District Lot 3111, Cassiar District.

Map 103P045

R07521 - Section A South Kshadin - running between junction with Special Use Permit 9228 within District Lot 1661, Cassiar District, and its intersection with the boundary of Nisga'a Lands within District Lot 3098, Cassiar District.

Map 103P045

R07694 - Sections A, B and C - Ksedin Creek - running from Nisga'a Highway in a general southeasterly direction to the boundary of Nisga'a Lands in the general vicinity of Ksedin Creek.

Maps 103P003 and 103P004

R07708 - Sections A and B - Beaupre Road

Section A - running from the boundary of Nisga'a Memorial Lava Bed Park in a general southerly direction to the boundary of Nisga'a Lands.

Section B - partially constructed with approximately 2.3 kms within Nisga'a Lands requiring construction.

Map 103P015

R07816 - Sections A, B, C, C-1 and D - Ishkheenickh Road - running from Nisga'a Highway in a general southwesterly direction, with portions following the left and right banks of the Ishkheenickh River.

Maps 103I.083, 103I.093 and 103P003

R07817 - Section A - Ksedin Creek - running from Nisga'a Highway in a general easterly direction to the boundary of Nisga'a Lands in the general vicinity of Ksemanaith Creek.

Maps 103P003, 103P004 and 103P014

R07818 - Sections A and B - Hoadley Creek Road

Section A - running from the junction with the Nass Forest Service Road in District Lot 1731, Cassiar District, to the boundary of Nisga'a Lands in the vicinity of Hoadley Creek.

Section B - running from RO7818 - Section A easterly to the boundary of Nisga'a Lands and within District Lots 1743 and 1744.

Maps 103P026 and 103P036

R07889 - Sections A, B, and C - North Hoodoo Road

Section A - running from the junction with the Nass Forest Service Road near the southerly boundary of District Lot 1751, Cassiar District, and its junction with the Nass Forest Service Road within District Lot 4006, Cassiar District;

Section B - running between Section A of North Hoodoo Road and the easterly boundary of Nisga'a Lands within District Lot 1751, Cassiar District;

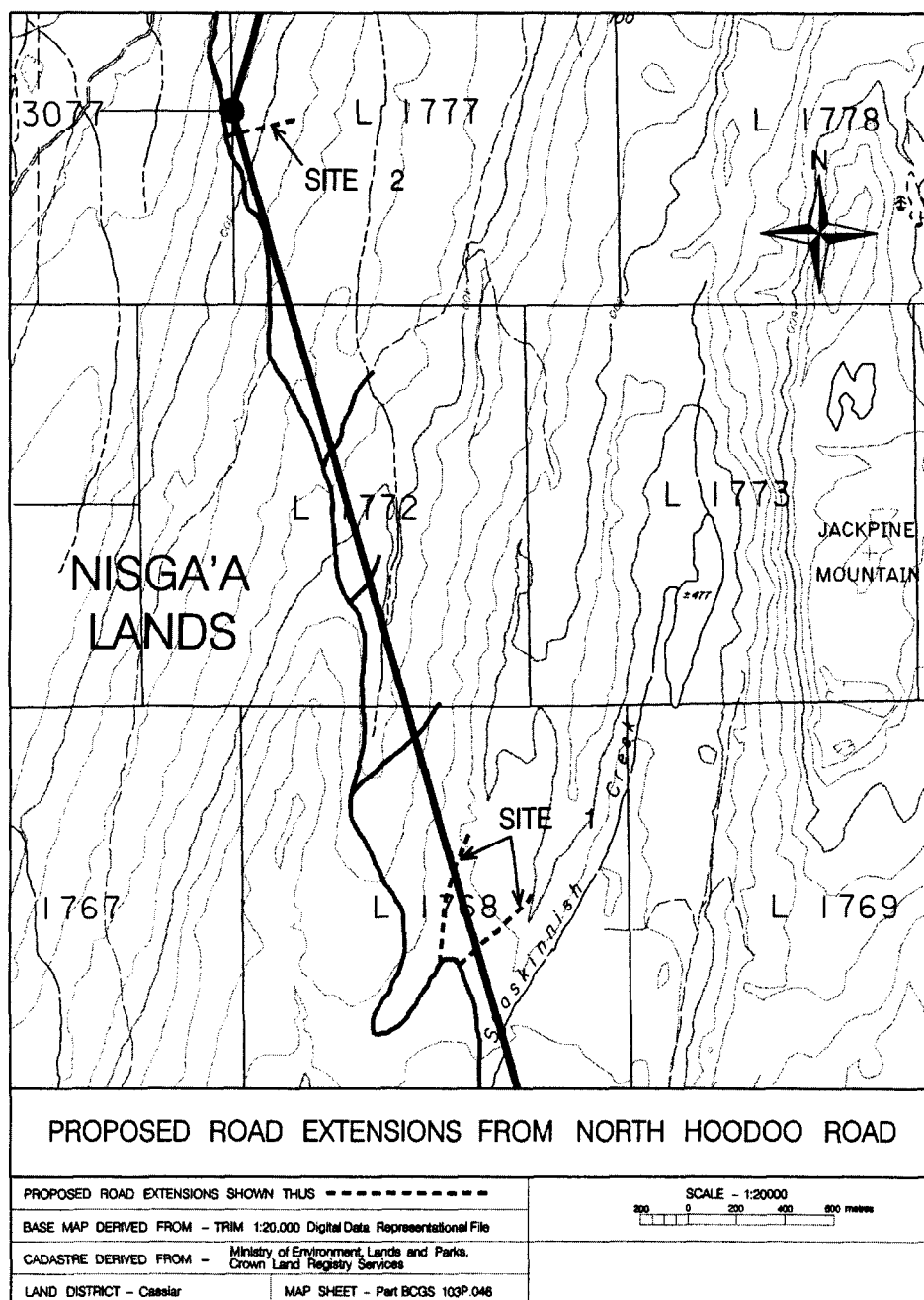
Section C - running in a northeasterly direction between Section A of North Hoodoo Road and the easterly boundary of Nisga'a Lands within District Lot 1759, Cassiar District;

- Jackpine - Section 1** - running northeasterly from Section A of North Hoodoo Road to the easterly boundary of Nisga'a Lands within District Lot 1763, Cassiar District;
- Jackpine - Section 2** - running in a northerly direction between Section A of North Hoodoo Road and the easterly boundary of Nisga'a Lands within District Lot 1772, Cassiar District; and
- Jackpine - Section 3** - running northeasterly from Section A of North Hoodoo Road to the easterly boundary of Nisga'a Lands within District Lot 3079, Cassiar District.
Maps 103P.036 and 103P.046
- RO10521 - Section A - Branch 5000** - running in a general southeasterly direction between Nisga'a Highway and the southerly boundary of Nisga'a Lands.
Maps 103P.003 and 103P.004
- FSR 8672.01 - Section 01 - Grease Trail** - running from junction with Road No. 325 within Block A of District Lot 1730, Cassiar District, to the northerly boundary of the BC Hydro right of way, Plan 5612, which lies within District Lot 3063, Cassiar District.
Maps 103P.025 and 103P.035
- FSR 7876.03 - Section 03 (Nass -Kinskuch)** - running northwesterly between sections of the boundary of Nisga'a Lands from the northerly boundary of District Lot 4006 to the northerly boundary of District Lot 3128, Cassiar District;
Section 1 - running northeasterly from Nass-Kinskuch FSR within the north 1/2 of District Lot 3125, Cassiar District;
Section 3 - running in a general northerly direction from Kinskuch-Section 4 within the south 1/2 of District Lot 3125, Cassiar District; and
Section 4 - running in a general northeasterly direction from Nass- Kinskuch FRS within the south 1/2 of District Lot 3125, Cassiar District.
Maps 103P.046 and 103P.056
- FSR 7876.04 - Section 04 (Nass -Kwinatahl)** - runs southwesterly from its junction with FSR 7876.03 to the northwesterly boundary of Nisga'a Lands crossing the boundary within the East 1/2 of District Lot 3104, Cassiar District.
Maps 103P.045 and 103P.046
- S.U.P 9228 Kshadin to Alice Arm (Amax of Canada)** - running in a general southwesterly direction from Kshadin Creek, within District Lot 3101, to the southerly boundary of District Lot 1661, Cassiar District. This road straddles the boundary of Nisga'a Lands.
Maps 103P.035 and 103P.045
- North Hoodoo Access Road 1** - running in a general northeasterly direction between North Hoodoo Road and the easterly boundary of Nisga'a Lands, within District Lots 1759 and 1763, Cassiar District.
- North Hoodoo Access Road 2** - running in a general northeasterly direction between North Hoodoo Road and the easterly boundary of Nisga'a Lands, within District Lot 1768, Cassiar District.
- North Hoodoo Access Road 3** - running in a general northeasterly direction between North Hoodoo Road and the easterly boundary of Nisga'a Lands, within District Lot 1772, Cassiar District.
- North Hoodoo Access Road 4** - running in a general northeasterly direction between North Hoodoo Road and the easterly boundary of Nisga'a Lands, within District Lot 4003, Cassiar District.

SECONDARY PROVINCIAL ROADS continued...**SECONDARY PROVINCIAL ROAD EXTENSIONS**

North Hoodoo Access Road - Site 1 Extension - Of the two locations identified only one is to be selected by British Columbia running in a general northeasterly direction between North Hoodoo Road and the easterly boundary of Nisga'a Lands, within District Lot 1768, Cassiar District.

North Hoodoo Access Road - Site 2 Extension - running in an easterly direction between North Hoodoo Road and the easterly boundary of Nisga'a Lands, within District Lots 1777 and 3077, Cassiar District.



PRIVATE ROADS:

PRIVATE EASEMENTS

Access to Woodlot Licence 141 William Knight	Ref Map 103P.035
Access to Fractional N.E. 1/4 of D.L. 3063, Cassiar District Nass Cattle Company Ltd. Inc. #346159	Ref Map 103P.035
Access to D.L. 3053, Cassiar District E. Fleenor/ C.E. Fleenor/ D. Dimaggio	Ref Map 103P.025
Access to S.E. 1/4 of D.L. 2627, Cassiar District HW Riemer	Ref. Map 103P.015

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY (HYDRO) ACCESS ROADS:

ROADS APPURTENANT TO PUBLIC UTILITY WORKS

- Road No. 1** - enters Nisga'a Lands at Fulmar Creek and continues in a general northwesterly direction, passing through unsurveyed Nisga'a Land, District Lots 4014 and 2627, to the northerly boundary of District Lot 2627, using a main logging road and spurs. Includes four separate access branches.
Maps 103P.015 and 103P.016
- Road No. 2** - trail between Block B of District Lot 2626, and the main hydro line in the vicinity of the southerly boundary of District Lot 2625.
Map 103P.025
- Road No. 3** - an existing road between Nisga'a Highway and Hydro's right of way near the southerly boundary of District Lot 1722.
Map 103P.025
- Road No. 4** - an existing road between Nisga'a Highway and Hydro's right of way in the Northwest 1/4 of District Lot 1723.
Map. 103P.025
- Road No. 5** - an existing road between Nisga'a Highway and Hydro's right of way lying south of Block A of District Lot 1726.
Map 103P.026
- Road No. 6** - an existing road between Nisga'a Highway and Hydro's right of way in the southeast corner of District Lot 1730.
Map 103P.026
- Road No. 7** - access spur between Nisga'a Highway and Hydro's right of way in the vicinity of the southerly boundary of District Lot 1734.
Map 103P.036

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY (HYDRO) ACCESS ROADS continued...

- Road No. 8** - an existing trail between Nisga'a Highway and Hydro's right of way in the vicinity of the northerly boundary of District Lot 1734.
Map 103P:036
- Road No. 9** - access road between Nisga'a Highway and Hydro's right of way running southwesterly from the highway passing through District Lots 1746, 1742, 1741, and 1738 along decommissioned roads. Includes one access spur.
Map 103P:036
- Road No. 10** - access road between Grease Trail Forest Service Road and Hydro's right of way, running in a northeasterly direction within District Lot 3063.
Map 103P:036
- Road No. 11** - access road between Grease Trail Forest Service Road and Hydro's right of way, running in a westerly direction within District Lot 3066.
Map 103P:035
- Road No. 12** - access road between S.U.P. 9228 (Kshadin to Alice Arm) and Hydro's right of way, running in a southerly direction passing through District Lot 166I along former RO6419.
Map 103P:035
- Road No. 13** - From Nisga'a Highway to the easterly boundary of Block B of District Lot 1726, Cassiar District.
Map 103P:025 and 103P: 026
- Road No. 14** - From Nisga'a Highway to Block B of District Lot 2626, Cassiar District.
Map 103P:025

APPENDIX C - 2

APPLICABLE FORMS OF DOCUMENT FOR EXISTING INTERESTS LISTED IN PART 1 OF APPENDIX C - 1.

- | | |
|--------------------|--|
| Document 1 | Licence of Occupation for Communication Site; |
| Document 2 | Licence of Occupation for Provincial Communication Site; |
| Document 3 | Licence of Occupation for Communication Site with Utility Access; |
| Document 4 | Licence of Occupation for Communication Site with Road Access; |
| Document 5 | Licence of Occupation for Communication Site with Road
Access and Utility Access; |
| Document 6 | Licence of Occupation for Hydro Communication Site; |
| Document 7 | Licence of Occupation for Forestry Experimental Plots; |
| Document 8 | Licence of Occupation for a Hydrometric Station; |
| Document 9 | Licence of Occupation for a Navigational Light; |
| Document 10 | Licence of Occupation for Telephone Exchange; |
| Document 11 | Permit of Occupation for Waterworks; |
| Document 12 | Special Use Permit for Forestry Operations; and |
| Document 13 | Leases (not published). |

APPENDIX C-2

DOCUMENT 1

LICENSE OF OCCUPATION FOR COMMUNICATION SITE

THIS AGREEMENT made this _____ day of _____, 199

BETWEEN:

NISGA'A NATION, of

(the "Owner")

AND:

of _____
(the "Licensee")

Whereas the Owner has agreed to grant to the Licensee a license 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 LICENSE

1.1 The Owner, on the terms set forth herein, hereby grants to the Licensee a license to enter on and use the Land for the purpose of constructing and maintaining for communication purposes any building, tower, road, antennae, powerline or other physical infrastructure shown in the site plan and site elevation drawing forming part of the Legal Description Schedule (the "Civil Infrastructure").

ARTICLE 2 - DURATION

2.1 The duration of the license and the rights herein granted shall be for a term of 20 years commencing on the day of _____, 199 (the "Commencement Date") unless cancelled in accordance with Article 6.

2.2 Notwithstanding anything to the contrary in this license, so long as:

- (a) the Licensee is not in default of any of the material terms or conditions of this license; and

LICENSE OF OCCUPATION FOR COMMUNICATION SITE continued...

- (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 license to enter on and use the Land

the Owner may agree to offer a new license 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 license to enter on and use the Land by executing the new license contained in the notice and delivering it to the Owner.

ARTICLE 3 - LICENSE FEE

3.1 The Licensee shall pay to the Owner an annual license fee during the term of this license, in advance, as follows:

- (a) during the first five years of the term of this license (the "Initial Fee Period"), the Licensee shall pay to the Owner:
 - (i) on the Commencement Date, the sum of • ; and
 - (ii) on each annual anniversary of the Commencement Date during the Initial Fee Period, a sum equal to the greater of:
 - (1) the annual license fee for the immediately preceding year; and
 - (2) 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 rent for communication sites located on similar Crown Land (the "Provincial Policies"); and
- (b) during each subsequent five year period over the term of this license (a "Subsequent Fee Period"), the Licensee shall pay to the Owner on each annual anniversary of the Commencement Date a sum equal to the greatest of:
 - (i) the annual license fee for the immediately preceding year,
 - (ii) the amount which would be payable on that date under the then-existing Provincial Policies, or
 - (iii) the annual fair market rent for the Subsequent Fee Period, if that annual fair market rent has been determined:
 - (1) by written agreement between the Owner and the Licensee prior to the Subsequent Fee Period; or
 - (2) pursuant to the dispute resolution process set out in Article 10, invoked by the Owner or the Licensee prior to the Subsequent Fee Period.

3.2 In this Article, "annual fair market rent" means the fee which a willing licensee at arm's length from the Owner would pay to the Owner in respect of the Land excluding any allocation of value to any fixtures or improvements located on the Land:

- (a) belonging to the Licensee; or
- (b) not available for use by the Licensee.

ARTICLE 4 - COVENANTS OF THE LICENSEE

4.1 The Licensee covenants with the Owner:

- (a) to pay the license fee due at the address of the Owner set out above or at such other place as the Owner may specify from time to time by the giving of notice to the Licensee in accordance with Article 8;
- (b) 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;
- (c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority in any way affecting the Land and improvements situate thereon, or their use and occupation;
- (d) not to commit or suffer any wilful or voluntary waste, spoil 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;
- (e) to deliver to the Owner from time to time, upon demand, proof of insurance provided for in subsection (k), 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 license;
- (f) 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 license 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 Owner may add the amount of such losses, damages, costs and liabilities to the Fee and the amount so added shall be payable to the Owner immediately;
- (g) 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;
- (h) to permit the Owner or its authorized representative to enter upon the Land at any time to examine its condition;
- (i) to use and occupy the Land in accordance with the provisions of this license including those set forth in the schedule attached and entitled "Special Provisos";
- (j) on the expiration or at the earlier cancellation of this license:
 - (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 license;

LICENSE OF OCCUPATION FOR COMMUNICATION SITE continued...

- (k) 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 \$1,000,000.00; except, however, that the Owner may, in its sole discretion, waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured;
- (l) notwithstanding subsection (k), 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 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) 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;
- (m) 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; and
- (n) on request of the Owner, to provide to the Owner an inventory of communication uses sufficient to allow the calculation of fees under the Provincial Policies.

ARTICLE 5 - ASSIGNMENT

5.1 The Licensee shall not assign this license 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 an affiliate (as defined in the *Company Act, RSBC 1996*) of the Licensee 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 license.

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 license.

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 license and, notwithstanding subsection 4.1 (j), any fixtures to the Land shall become, at the discretion of the Owner, the property of the Owner.

6.2 If this license 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 license 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 license and the rights herein granted.

6.4 If the Owner requires a portion of the Land for a public purpose, the Owner may, in accordance with section 6.5 and on 180 days written notice to the Licensee, cancel this license and the rights herein granted with respect to no more than 5% of the whole of the Land.

6.5 Concurrently with the notice referred to in section 6.4, the Owner will give the Licensee written notice that the Owner will, at its cost, relocate the Licensee's structures and improvements that are materially affected by the cancellation in Section 6.4 to a different location on the Land or to a location on other land immediately adjacent to the Land (the "New Location"). The New Location must, in the reasonable opinion of the Licensee, be of sufficient size to accommodate the Licensee's structures and improvements and be equally suitable for the purposes of the Licensee. The Owner will pay for any reasonable costs of moving the Licensee and its structures and improvements to the New Location. If the Licensee's structures and improvements cannot be moved to the New Location, the Owner will pay to the Licensee the reasonable costs of constructing new improvements on the New Location. As full compensation for all other costs, expenses and damages that the Licensee may incur in connection with the relocation, including disruption and loss of business, the parties shall agree on a lump sum payment and failing agreement, the matter shall be referred to arbitration pursuant to Article 10. All other terms and conditions of this license will apply to the New Location for the balance of the original term.

6.6 The Licensee may deliver a written notice to the Owner cancelling this license and thereafter the license and the rights herein granted will terminate 180 days after the date of receipt by the Owner of such written notice.

6.7 Notwithstanding subsection 4.1 (j), any building, machinery, plant, equipment, apparatus or other improvements to the Land (collectively, the "Improvements") that remains unremoved from the Land:

- (a) upon the cancellation of this license pursuant to section 6.1, section 6.4 or section 6.6; or
- (b) thirty days after the expiration of this license or the cancellation of this license 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 license),

shall, at the discretion of the Owner, be forfeited to and become the property of the Owner.

6.8 If the Owner elects to assume ownership of any Improvements pursuant to section 6.7, 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.

6.9 The rights of the Owner under section 6.7 and section 6.8 shall be deemed to survive the expiration or earlier cancellation of this license.

LICENSE OF OCCUPATION FOR COMMUNICATION SITE continued...

ARTICLE 7 - SECURITY

7.1 The security in the sum of \$• 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 license shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed. The Owner may, in its sole discretion, waive the requirements of this section.

7.2 In the event 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 license.

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 license, 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 license, 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 license 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 license 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 license, right or interest to others to use or occupy the Land, such grant will contain a provision identical to subsection 4.1(g) of this license 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 license 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 license 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 license, 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 license 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 license 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 license shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

LICENSE OF OCCUPATION FOR COMMUNICATION SITE continued...

IN WITNESS WHEREOF, the parties have executed this license 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

LICENSE OF OCCUPATION FOR COMMUNICATION SITE *continued...*

SPECIAL PROVISOS SCHEDULE

Special Provisos:

- (1) The Licensee shall comply with the provisions of his Radio Station License issued by Communications Canada and any subsequent amendments to that license.
- (2) The Licensee shall inform the Owner of any amendments to his Radio Station License.

APPENDIX C-2

DOCUMENT 2

LICENSE OF OCCUPATION FOR PROVINCIAL COMMUNICATION SITE

THIS AGREEMENT made this _____ day of _____, 199

BETWEEN:

NISGA'A NATION, of

(the "Owner")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Transportation and Highways of
of _____
(the "Licensee")

Whereas the Owner has agreed to grant to the Licensee a license 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 LICENSE

1.1 The Owner, on the terms set forth herein, hereby grants to the Licensee a license to enter on and use the Land for the purpose of constructing and maintaining for communication purposes any building, tower, road, antennae, powerline or other physical infrastructure shown in the site plan and site elevation drawing forming part of the Legal Description Schedule (the "Civil Infrastructure").

ARTICLE 2 - DURATION

2.1 The duration of the license and the rights herein granted shall be for a term of 20 years commencing on the day of _____, 199 (the "Commencement Date") unless cancelled in accordance with Article 6.

LICENSE OF OCCUPATION FOR PROVINCIAL COMMUNICATION SITE continued...

- 2.2 Notwithstanding anything to the contrary in this license, so long as:
- (a) the Licensee is not in default of any of the material terms or conditions of this license; 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 license to enter on and use the Land

the Owner may agree to offer a new license 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 license of the Land by executing the new license contained in the notice and delivering it to the Owner.

ARTICLE 3 - LICENSE FEE

- 3.1 The Licensee shall pay to the Owner a license 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 any 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 wilful or voluntary waste, spoil 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 license;
 - (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 license 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 license including those set forth in the schedule attached and entitled "Special Provisos";
- (i) on the expiration or at the earlier cancellation of this license:
 - (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 too 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 license;
- (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 \$1,000,000.00; except that so long as the Licensee is Her Majesty the Queen 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 60 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 license 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 license.

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 license.

LICENSE OF OCCUPATION FOR PROVINCIAL COMMUNICATION SITE continued...**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, and in any such case, the Owner may cancel this license and, notwithstanding subsection 4.1 (i), any fixtures to the Land shall become, at the discretion of the Owner, the property of the Owner.

6.2 If this license 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 license 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 license and the rights herein granted.

6.4 If the Owner requires a portion of the Land for a public purpose, the Owner may, in accordance with section 6.5 and on 180 days written notice to the Licensee, cancel this license and the rights herein granted with respect to no more than 5% of the whole of the Land.

6.5 Concurrently with the notice referred to in section 6.4, the Owner will give the Licensee written notice that the Owner will, at its cost, relocate the Licensee's structures and improvements that are materially affected by the cancellation in Section 6.4 to a different location on the Land or to a location on other land immediately adjacent to the Land (the "New Location"). The New Location must, in the reasonable opinion of the Licensee, be of sufficient size to accommodate the Licensee's structures and improvements and be equally suitable for the purposes of the Licensee. The Owner will pay for any reasonable costs of moving the Licensee and its structures and improvements to the New Location. If the Licensee's structures and improvements cannot be moved to the New Location, the Owner will pay to the Licensee the reasonable costs of constructing new improvements on the New Location. As full compensation for all other costs, expenses and damages that the Licensee may incur in connection with the relocation, including disruption and loss of business, the parties shall agree on a lump sum payment and failing agreement, the matter shall be referred to arbitration pursuant to Article 10. All other terms and conditions of this license will apply to the New Location for the balance of the original term.

6.6 The Licensee may deliver a written notice to the Owner cancelling this license and thereafter the license and the rights herein granted will terminate 180 days after the date of receipt by the Owner of such written notice.

6.7 Notwithstanding subsection 4.1 (i), any buildings, machinery, plant, equipment and apparatus and all other improvements to the Land (collectively, the "Improvements") that remain unremoved from the Land:

- (a) upon the cancellation of this license pursuant to section 6.1, section 6.4 or section 6.6; or
- (b) thirty days after the expiration or cancellation of this license 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 license)

shall, at the discretion of the owner, be forfeited to and become the property of the Owner.

6.8 If the Owner elects to assume ownership of any above-ground Improvements pursuant to section 6.7, 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.

6.9 The rights of the Owner under section 6.7 and section 6.8 shall be deemed to survive the expiration or earlier cancellation of this license.

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 license 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 Her Majesty the Queen 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 In the event 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 license.

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 license, 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 license, 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 license and after another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

LICENSE OF OCCUPATION FOR PROVINCIAL COMMUNICATION SITE continued...**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 license 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 license, 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 license 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 license 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 license 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 license, 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 license 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 license 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 license shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this license 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

Special Provisos:

- (1) The Licensee shall comply with the provisions of his Radio Station License issued by Communications Canada and any subsequent amendments to that license.
- (2) The Licensee shall inform the Owner of any amendments to his Radio Station License.

APPENDIX C-2
DOCUMENT 3

**LICENSE OF OCCUPATION FOR
COMMUNICATION SITE WITH UTILITY ACCESS**

THIS AGREEMENT made this _____ day of _____, 199

BETWEEN:

NISGA'A NATION, of

(the "Owner")

AND:

of _____
(the "Licensee")

Whereas the Owner has agreed to grant to the Licensee a license 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"; and

Whereas the Owner has agreed to grant to the Licensee a license over a portion (the "Utility Area") of lands described in the schedule attached and entitled "Utility License" for the purpose of providing a powerline to the Land;

Now therefore in consideration of the fee to be paid by, and the covenants of, the Licensee, the parties agree as follows:

LICENSE OF OCCUPATION FOR COMMUNICATION SITE WITH UTILITY ACCESS continued...**ARTICLE 1 - GRANT OF LICENSE**

- 1.1** The Owner, on the terms set forth herein, hereby grants to the Licensee:
- (a) a license to enter on and use the Land for the purpose of constructing and maintaining for communication purposes any building, tower, road, antennae, powerline or other physical infrastructure shown in the site plan and site elevation drawing forming part of the Legal Description Schedule (the "Civil Infrastructure"); and
 - (b) a license to enter on and use the Utility Area, with or without equipment, machinery and materials as reasonably required by the Licensee, to construct, instal, operate, maintain, repair, replace and use powerlines and all ancillary works on the Utility Area as reasonably required to provide power to the Land (the licenses in subsections 1.1 (a) and (b) are collectively "the License").

ARTICLE 2 - DURATION

2.1 The duration of the License and the rights herein granted shall be for a term of 20 years commencing on the day of , 199 (the "Commencement Date") unless cancelled in accordance with Article 6.

- 2.2** Notwithstanding anything to the contrary in this License, so long as:
- (a) the Licensee is not in default of any of the material terms or conditions of this License; 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 license to enter on and use the Land and the Utility Area

the Owner may agree to offer a new license 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 License to enter on and use the Land and the Utility Area by executing the new License contained in the notice and delivering it to the Owner.

ARTICLE 3 - LICENSE FEE

3.1 The Licensee shall pay to the Owner an annual License fee during the term of this License, in advance, as follows:

- (a) during the first five years of the term of this License (the "Initial Fee Period"), the Licensee shall pay to the Owner:
 - (i) on the Commencement Date, the sum of • ; and
 - (ii) on each annual anniversary of the Commencement Date during the Initial Fee Period, a sum equal to the greater of:
 - (1) the annual License fee for the immediately preceding year; or
 - (2) 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 rent for communication sites located on similar Crown Land (the "Provincial Policies"); and

- (b) during each subsequent five year period over the term of this License (a "Subsequent Fee Period"), the Licensee shall pay to the Owner on each annual anniversary of the Commencement Date a sum equal to the greatest of:
 - (i) the annual License fee for the immediately preceding year,
 - (ii) the amount which would be payable on that date under the then-existing Provincial Policies, or
 - (iii) the annual fair market rent for the Subsequent Fee Period, if that annual fair market rent has been determined:
 - (1) by written agreement between the Owner and the Licensee prior to the Subsequent Fee Period; or
 - (2) pursuant to the dispute resolution process set out in Article 10, invoked by the Owner or the Licensee prior to the Subsequent Fee Period.

3.2 In this Article, "annual fair market rent" means the fee which a willing licensee at arm's length from the Owner would pay to the Owner in respect of the Land excluding any allocation of value to any fixtures or improvements located on the Land:

- (a) belonging to the Licensee; or
- (b) not available for use by the Licensee.

ARTICLE 4 - COVENANTS OF THE LICENSEE

4.1 The Licensee covenants with the Owner:

- (a) to pay the License fee due at the address of the Owner set out above or at such other place as the Owner may specify from time to time by the giving of notice to the Licensee in accordance with Article 8;
- (b) 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 to the Utility Area or any of the Licensee's improvements thereon (the "Realty Taxes") that the Licensee 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 in any way affecting the Land or the Utility Area and improvements situate thereon, or their use and occupation;
- (d) not to commit or suffer any wilful or voluntary waste, spoil or destruction on the Land or the Utility Area 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;
- (e) to deliver to the Owner from time to time, upon demand, proof of insurance provided for in subsection (k), 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 License;
- (f) 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 license by the Licensee, or

LICENSE OF OCCUPATION FOR COMMUNICATION SITE WITH UTILITY ACCESS continued...

- (ii) any personal injury, death or property damage arising out of the Licensee's use and occupation of the Land or the Utility Area
and the Owner may add the amount of such losses, damages, costs and liabilities to the Fee and the amount so added shall be payable to the Owner immediately;
- (g) to keep the Land and the Utility Area 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 and the Utility Area or any improvement thereon that the Owner, acting reasonably, may direct by notice in writing to the Licensee;
- (h) to permit the Owner or its authorized representative to enter upon the Land or the Utility Area at any time to examine its condition;
- (i) to use and occupy the Land and the Utility Area in accordance with the provisions of this License including those set forth in the schedule attached and entitled "Special Provisos";
- (j) on the expiration or at the earlier cancellation of this License:
 - (i) to quit peaceably and deliver possession of the Land and the Utility Area to the Owner,
 - (ii) to remove from the Land and the Utility Area all above-ground buildings, machinery, plant equipment and apparatus and all other improvements to or things on the Land or the Utility Area erected or placed on the Land or the Utility Area by the Licensee, and
 - (iii) to restore the surface of the Land and the Utility Area to the satisfaction of the Owner acting reasonably,
 and to the extent necessary, this covenant shall survive the expiration or cancellation of this License;
- (k) 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 or the Utility Area to an amount not less than \$1,000,000.00; except, however, that the Owner may, in its sole discretion, waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured;
- (l) notwithstanding subsection (k), 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 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) 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
- (m) not to interfere with the activities, works or other improvements of any other person who enters on or uses or occupies the Land or the Utility Area 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 or the Utility Area, in accordance with Section 9.3; and
- (n) on request of the Owner, to provide to the Owner an inventory of communication uses sufficient to allow the calculation of fees under the Provincial Policies.

ARTICLE 5 - ASSIGNMENT

5.1 The Licensee shall not assign this License or grant a sublicense of any part of the Land or the Utility Area 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 and the Utility Area to an affiliate (as defined in the *Company Act, RSBC 1996*) of the Licensee 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 License.

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 License.

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 License and, notwithstanding subsection 4.1 (j), any fixtures to the Land and Utility Area shall become, at the discretion of the Owner, the property of the Owner.

6.2 If this License 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 License and the rights herein granted.

6.3 If the Licensee ceases to use the Land or the Utility Area for the purposes permitted herein and the Licensee does not recommence its use of the Land or the Utility Area within 180 days of receipt of written notice from the Owner, the Owner may immediately cancel that portion of this License and the rights herein granted that relates to the Land or the Utility Area as the case may be.

6.4 If the Owner requires a portion of the Land or the Utility Area for a public purpose, the Owner may, in accordance with section 6.5 and on 180 days written notice to the Licensee, cancel this License and the rights herein granted with respect to no more than 5% of the whole of the Land, no more than 5% of the whole of the Utility Area, or no more than 5% of the combined area, as the case may be.

6.5 Concurrently with the notice referred to in section 6.4, the Owner will give the Licensee written notice that the Owner will, at its cost, relocate the Licensee's structures and improvements that are materially affected by the cancellation in Section 6.4 to a different location on the Land or the Utility Area, as the case may be, or to a location on other land immediately adjacent to the Land or the Utility Area (the "New Location"). The New Location must, in the reasonable opinion of the Licensee, be of sufficient size to accommodate the Licensee's structures and improvements and be equally suitable for the purposes of the Licensee. The Owner will pay for any reasonable costs of moving the Licensee and its structures and improvements to the New Location. If the Licensee's

LICENSE OF OCCUPATION FOR COMMUNICATION SITE WITH UTILITY ACCESS continued...

structures and improvements cannot be moved to the New Location, the Owner will pay to the Licensee the reasonable costs of constructing new improvements on the New Location. As full compensation for all other costs, expenses and damages that the Licensee may incur in connection with the relocation, including disruption and loss of business, the parties shall agree on a lump sum payment and failing agreement, the matter shall be referred to arbitration pursuant to Article 10. All other terms and conditions of this License will apply to the New Location for the balance of the original term.

6.6 The Licensee may deliver a written notice to the Owner cancelling this License, in whole or with respect to the Utility Area only, and thereafter the License and the rights herein granted will, in whole or with respect to the Utility Area only, terminate 180 days after the date of receipt by the Owner of such written notice.

6.7 Notwithstanding subsection 4.1 (j), any building, machinery, plant, equipment, apparatus or other improvements to the Land or the Utility Area (collectively, the "Improvements") that remains unremoved from the Land or the Utility Area:

- (a) upon the cancellation of this License pursuant to section 6.1, section 6.4 or section 6.6; or
- (b) thirty days after the expiration of this License or the cancellation of this License 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 License),

shall, at the discretion of the Owner, be forfeited to and become the property of the Owner.

6.8 If the Owner elects to assume ownership of any above-ground Improvements pursuant to section 6.7, the Owner may remove them from the Land or the Utility Area and the Licensee shall, on demand, compensate the Owner for all costs incurred by the Owner respecting their removal.

6.9 The rights of the Owner under section 6.7 and section 6.8 shall be deemed to survive the expiration or earlier cancellation of this License.

ARTICLE 7 - SECURITY

7.1 The security in the sum of \$• 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 License shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed. The Owner may, in its sole discretion, waive the requirements of this section.

7.2 In the event 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 License.

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 License, 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 License, 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 License 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 License shall not entitle the Licensee to exclusive possession of the Land or the Utility Area and the Owner may, for any purpose, grant to others interests in the Land or the Utility Area, or rights to enter on or use or occupy the Land or the Utility Area, or may otherwise authorize other persons to enter on or use or occupy the Land or the Utility Area, 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 license, right or interest to others to use or occupy the Land or the Utility Area, such grant will contain a provision identical to subsection 4.1(g) of this License obligating the new grantee to keep the Land or the Utility Area in a safe, clean and sanitary condition satisfactory to the Owner.

9.4 The terms and provisions of this License 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 License 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.

LICENSE OF OCCUPATION FOR COMMUNICATION SITE WITH UTILITY ACCESS *continued...*

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 License, 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 License 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 License 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 License shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this License 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

Special Provisos:

- (1) The Licensee shall comply with the provisions of his Radio Station License issued by Communications Canada and any subsequent amendments to that license.
- (2) The Licensee shall inform the Owner of any amendments to his Radio Station License.

APPENDIX C-2

DOCUMENT 4

**LICENSE OF OCCUPATION FOR
COMMUNICATION SITE WITH ROAD ACCESS**

THIS AGREEMENT made this _____ day of _____, 199

BETWEEN:

NISGA'A NATION, of

(the "Owner")

AND:

of _____
(the "Licensee")

Whereas the Owner has agreed to grant to the Licensee a license 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"; and

Whereas the Owner has agreed to grant to the Licensee a license to pass and repass over a portion (the "Access Area") of lands described in the schedule attached and entitled "Access License" for the purpose of obtaining access to the Land;

Now therefore in consideration of the fee to be paid by, and the covenants of, the Licensee, the parties agree as follows:

LICENSE OF OCCUPATION FOR COMMUNICATION SITE WITH ROAD ACCESS continued...**ARTICLE 1 - GRANT OF LICENSE**

- 1.1** The Owner, on the terms set forth herein, hereby grants to the Licensee:
- (a) a license to enter on and use the Land for the purpose of constructing and maintaining for communication purposes any building, tower, road, antennae, powerline or other physical infrastructure shown in the site plan and site elevation drawing forming part of the Legal Description Schedule (the "Civil Infrastructure"); and
 - (b) a license to pass and repass over the Access Area, with or without equipment, machinery and materials as reasonably required by the Licensee, and to construct, maintain, repair, replace and use trails, roads and bridges on the Access Area as reasonably required to obtain access to the Land (the licenses in subsections 1.1 (a) and (b) are collectively "the License").

ARTICLE 2 - DURATION

2.1 The duration of the License and the rights herein granted shall be for a term of 20 years commencing on the day of , 199 (the "Commencement Date") unless cancelled in accordance with Article 6.

2.2 Notwithstanding anything to the contrary in this License, so long as:

- (a) the Licensee is not in default of any of the material terms or conditions of this License; 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 license to enter on and use the Land and the Access Area

the Owner may agree to offer a new license 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 License to enter on and use the Land and the Access Area by executing the new License contained in the notice and delivering it to the Owner.

ARTICLE 3 - LICENSE FEE

3.1 The Licensee shall pay to the Owner an annual License fee during the term of this License, in advance, as follows:

- (a) during the first five years of the term of this License (the "Initial Fee Period"), the Licensee shall pay to the Owner:
 - (i) on the Commencement Date, the sum of • ; and
 - (ii) on each annual anniversary of the Commencement Date during the Initial Fee Period, a sum equal to the greater of:
 - (1) the annual License fee for the immediately preceding year; or
 - (2) 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 rent for communication sites located on similar Crown Land (the "Provincial Policies"); and

- (b) during each subsequent five year period over the term of this License (a "Subsequent Fee Period"), the Licensee shall pay to the Owner on each annual anniversary of the Commencement Date a sum equal to the greatest of:
 - (i) the annual License fee for the immediately preceding year,
 - (ii) the amount which would be payable on that date under the then-existing Provincial Policies, or
 - (iii) the annual fair market rent for the Subsequent Fee Period, if that annual fair market rent has been determined:
 - (1) by written agreement between the Owner and the Licensee prior to the Subsequent Fee Period; or
 - (2) pursuant to the dispute resolution process set out in Article 10, invoked by the Owner or the Licensee prior to the Subsequent Fee Period.

3.2 In this Article, "annual fair market rent" means the fee which a willing licensee at arm's length from the Owner would pay to the Owner in respect of the Land excluding any allocation of value to any fixtures or improvements located on the Land:

- (a) belonging to the Licensee; or
- (b) not available for use by the Licensee.

ARTICLE 4 - COVENANTS OF THE LICENSEE

4.1 The Licensee covenants with the Owner:

- (a) to pay the License fee due at the address of the Owner set out above or at such other place as the Owner may specify from time to time by the giving of notice to the Licensee in accordance with Article 8;
- (b) 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 to the Access Area or any of the Licensee's improvements thereon (the "Realty Taxes") that the Licensee 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 in any way affecting the Land or the Access Area and improvements situate thereon, or their use and occupation;
- (d) not to commit or suffer any wilful or voluntary waste, spoil or destruction on the Land or the Access Area 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;
- (e) to deliver to the Owner from time to time, upon demand, proof of insurance provided for in subsection (k), 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 License;
- (f) 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 license by the Licensee, or

LICENSE OF OCCUPATION FOR COMMUNICATION SITE WITH ROAD ACCESS continued...

- (ii) any personal injury, death or property damage arising out of the Licensee's use and occupation of the Land or the Access Area
- and the Owner may add the amount of such losses, damages, costs and liabilities to the Fee and the amount so added shall be payable to the Owner immediately;
- (g) to keep the Land and the Access Area 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 and the Access Area or any improvement thereon that the Owner, acting reasonably, may direct by notice in writing to the Licensee;
 - (h) to permit the Owner or its authorized representative to enter upon the Land or the Access Area at any time to examine its condition;
 - (i) to use and occupy the Land and the Access Area in accordance with the provisions of this License including those set forth in the schedule attached and entitled "Special Provisos";
 - (j) on the expiration or at the earlier cancellation of this License:
 - (i) to quit peaceably and deliver possession of the Land and the Access Area to the Owner,
 - (ii) to remove from the Land and the Access Area all above-ground buildings, machinery, plant equipment and apparatus and all other improvements to or things on the Land or the Access Area erected or placed on the Land or the Access Area by the Licensee, and
 - (iii) to restore the surface of the Land and the Access Area to the satisfaction of the Owner acting reasonably,
 and to the extent necessary, this covenant shall survive the expiration or cancellation of this License;
 - (k) 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 or the Access Area to an amount not less than \$1,000,000.00; except, however, that the Owner may, in its sole discretion, waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured;
 - (l) notwithstanding subsection (k), 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 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) 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
 - (m) not to interfere with the activities, works or other improvements of any other person who enters on or uses or occupies the Land or the Access Area 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 or the Access Area, in accordance with Section 9.3; and
 - (n) on request of the Owner, to provide to the Owner an inventory of communication uses sufficient to allow the calculation of fees under the Provincial Policies.

ARTICLE 5 - ASSIGNMENT

5.1 The Licensee shall not assign this License or grant a sublicense of any part of the Land or the Access Area 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 and the Access Area to an affiliate (as defined in the *Company Act, RSBC 1996*) of the Licensee 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 License.

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 License.

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 License and, notwithstanding subsection 4.1 (j), any fixtures to the Land and Access Area shall become, at the discretion of the Owner, the property of the Owner.

6.2 If this License 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 License and the rights herein granted.

6.3 If the Licensee ceases to use the Land or the Access Area for the purposes permitted herein and the Licensee does not recommence its use of the Land or the Access Area within 180 days of receipt of written notice from the Owner, the Owner may immediately cancel that portion of this License and the rights herein granted that relates to the Land or the Access Area as the case may be.

6.4 If the Owner requires a portion of the Land or the Access Area for a public purpose, the Owner may, in accordance with section 6.5 and on 180 days written notice to the Licensee, cancel this License and the rights herein granted with respect to no more than 5% of the whole of the Land, or no more than 5% of the whole of the Access Area, or no more than 5% of the combined area, as the case may be.

6.5 Concurrently with the notice referred to in section 6.4, the Owner will give the Licensee written notice that the Owner will, at its cost, relocate the Licensee's structures and improvements that are materially affected by the cancellation in Section 6.4 to a different location on the Land or the Access Area, as the case may be, or to a location on other land immediately adjacent to the Land or the Access Area (the "New Location"). The New Location must, in the reasonable opinion of the Licensee, be of sufficient size to accommodate the Licensee's structures and improvements and be equally suitable for the purposes of the Licensee. The Owner will pay for any reasonable costs of moving the Licensee and its structures and improvements to the New Location. If the Licensee's structures and improvements cannot be moved to the New Location, the Owner will pay to the

LICENSE OF OCCUPATION FOR COMMUNICATION SITE WITH ROAD ACCESS continued...

Licensee the reasonable costs of constructing new improvements on the New Location. As full compensation for all other costs, expenses and damages that the Licensee may incur in connection with the relocation, including disruption and loss of business, the parties shall agree on a lump sum payment and failing agreement, the matter shall be referred to arbitration pursuant to Article 10. All other terms and conditions of this License will apply to the New Location for the balance of the original term.

6.6 The Licensee may deliver a written notice to the Owner cancelling this License, in whole or with respect to the Access Area only, and thereafter the License and the rights herein granted will, in whole or with respect to the Access Area only, terminate 180 days after the date of receipt by the Owner of such written notice.

6.7 Notwithstanding subsection 4.1 (j), any building, machinery, plant, equipment, apparatus or other improvements to the Land or the Access Area (collectively, the "Improvements") that remains unremoved from the Land or the Access Area:

- (a) upon the cancellation of this License pursuant to section 6.1, section 6.4 or section 6.6; or
- (b) thirty days after the expiration of this License or the cancellation of this License 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 License),

shall, at the discretion of the Owner, be forfeited to and become the property of the Owner.

6.8 If the Owner elects to assume ownership of any above-ground Improvements pursuant to section 6.7, the Owner may remove them from the Land or the Access Area and the Licensee shall, on demand, compensate the Owner for all costs incurred by the Owner respecting their removal.

6.9 The rights of the Owner under section 6.7 and section 6.8 shall be deemed to survive the expiration or earlier cancellation of this License.

ARTICLE 7 - SECURITY

7.1 The security in the sum of \$• 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 License shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed. The Owner may, in its sole discretion, waive the requirements of this section.

7.2 In the event 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 License.

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 License, 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 License, 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 License 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 License shall not entitle the Licensee to exclusive possession of the Land or the Access Area and the Owner may, for any purpose, grant to others interests in the Land or the Access Area, or rights to enter on or use or occupy the Land or the Access Area, or may otherwise authorize other persons to enter on or use or occupy the Land or the Access Area, 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 license, right or interest to others to use or occupy the Land or the Access Area, such grant will contain a provision identical to subsection 4.1(g) of this License obligating the new grantee to keep the Land or the Access Area in a safe, clean and sanitary condition satisfactory to the Owner.

9.4 The terms and provisions of this License 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 License 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.

LICENSE OF OCCUPATION FOR COMMUNICATION SITE WITH ROAD ACCESS continued...

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 License, 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 License 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 License 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 License shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this License 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 PROVISO SCHEDULE

Special Provisos:

- (1) The Licensee shall comply with the provisions of his Radio Station License issued by Communications Canada and any subsequent amendments to that license.
- (2) The Licensee shall inform the Owner of any amendments to his Radio Station License.

APPENDIX C-2
DOCUMENT 5

**LICENSE OF OCCUPATION FOR COMMUNICATION SITE
WITH ROAD ACCESS AND UTILITY ACCESS**

THIS AGREEMENT made this _____ day of _____, 199

BETWEEN:

NISGA'A NATION, of

(the "Owner")

AND:

of _____
(the "Licensee")

Whereas the Owner has agreed to grant to the Licensee a license 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"; and

Whereas the Owner has agreed to grant to the Licensee a license to pass and repass over a portion (the "Access Area") of lands described in the schedule attached and entitled "Access License" for the purpose of obtaining access to the Land;

Whereas the Owner has agreed to grant to the Licensee a license over a portion (the "Utility Area") of lands described in the schedule attached and entitled "Utility License" for the purpose of providing a powerline to the Land;

Now therefore in consideration of the fee to be paid by, and the covenants of, the Licensee, the parties agree as follows:

LICENSE OF OCCUPATION FOR COMMUNICATION SITE WITH ROAD ACCESS AND UTILITY ACCESS continued...**ARTICLE 1 - GRANT OF LICENSE**

- 1.1** The Owner, on the terms set forth herein, hereby grants to the Licensee:
- (a) a license to enter on and use the Land for the purpose of constructing and maintaining for communication purposes any building, tower, road, antennae, powerline or other physical infrastructure shown in the site plan and site elevation drawing forming part of the Legal Description Schedule (the "Civil Infrastructure"); and
 - (b) a license to pass and repass over the Access Area, with or without equipment, machinery and materials as reasonably required by the Licensee, and to construct, maintain, repair, replace and use trails, roads and bridges on the Access Area as reasonably required to obtain access to the Lands; and
 - (c) a license to enter on and use the Utility Area, with or without equipment, machinery and materials as reasonably required by the Licensee, to construct, instal, operate, maintain, repair, replace and use powerlines and all ancillary works on the Utility Area as reasonably required to provide power to the Land (the licenses in subsections 1.1 (a), (b), and (c) are collectively "the License").

ARTICLE 2 - DURATION

2.1 The duration of the License and the rights herein granted shall be for a term of 20 years commencing on the day of , 199 (the "Commencement Date") unless cancelled in accordance with Article 6.

2.2 Notwithstanding anything to the contrary in this License, so long as:

- (a) the Licensee is not in default of any of the material terms or conditions of this License; 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 license to enter on and use the Land and the Access Area and the Utility Area

the Owner may agree to offer a new license 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 License to enter on and use the Land and the Access Area and the Utility Area by executing the new License contained in the notice and delivering it to the Owner.

ARTICLE 3 - LICENSE FEE

3.1 The Licensee shall pay to the Owner an annual License fee during the term of this License, in advance, as follows:

- (a) during the first five years of the term of this License (the "Initial Fee Period"), the Licensee shall pay to the Owner:
 - (i) on the Commencement Date, the sum of • ; and
 - (ii) on each annual anniversary of the Commencement Date during the Initial Fee Period, a sum equal to the greater of:
 - (1) the annual License fee for the immediately preceding year; or
 - (2) 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 rent for communication sites located on similar Crown Land (the "Provincial Policies"); and

- (b) during each subsequent five year period over the term of this License (a "Subsequent Fee Period"), the Licensee shall pay to the Owner on each annual anniversary of the Commencement Date a sum equal to the greatest of:
 - (i) the annual License fee for the immediately preceding year,
 - (ii) the amount which would be payable on that date under the then-existing Provincial Policies, or
 - (iii) the annual fair market rent for the Subsequent Fee Period, if that annual fair market rent has been determined:
 - (1) by written agreement between the Owner and the Licensee prior to the Subsequent Fee Period; or
 - (2) pursuant to the dispute resolution process set out in Article 10, invoked by the Owner or the Licensee prior to the Subsequent Fee Period.

3.2 In this Article, "annual fair market rent" means the fee which a willing licensee at arm's length from the Owner would pay to the Owner in respect of the Land excluding any allocation of value to any fixtures or improvements located on the Land:

- (a) belonging to the Licensee; or
- (a) not available for use by the Licensee.

ARTICLE 4 - COVENANTS OF THE LICENSEE

4.1 The Licensee covenants with the Owner:

- (a) to pay the License fee due at the address of the Owner set out above or at such other place as the Owner may specify from time to time by the giving of notice to the Licensee in accordance with Article 8;
- (b) 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, the Access Area or the Utility Area or any of the Licensee's improvements thereon (the "Realty Taxes") that the Licensee 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 in any way affecting the Land, the Access Area or the Utility Area and improvements situate thereon, or their use and occupation;
- (d) not to commit or suffer any wilful or voluntary waste, spoil or destruction on the Land, the Access Area or the Utility Area 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;
- (e) to deliver to the Owner from time to time, upon demand, proof of insurance provided for in subsection (k), 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 License;
- (f) 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 license by the Licensee, or

LICENSE OF OCCUPATION FOR COMMUNICATION SITE WITH ROAD ACCESS AND UTILITY ACCESS continued...

- (ii) any personal injury, death or property damage arising out of the Licensee's use and occupation of the Land, the Access Area or the Utility Area
and the Owner may add the amount of such losses, damages, costs and liabilities to the Fee and the amount so added shall be payable to the Owner immediately;
- (g) to keep the Land, the Access Area and the Utility Area 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, the Access Area and the Utility Area or any improvement thereon that the Owner, acting reasonably, may direct by notice in writing to the Licensee;
- (h) to permit the Owner or its authorized representative to enter upon the Land, the Access Area or the Utility Area at any time to examine its condition;
- (i) to use and occupy the Land, the Access Area and the Utility Area in accordance with the provisions of this License including those set forth in the schedule attached and entitled "Special Provisos";
- (j) on the expiration or at the earlier cancellation of this License:
 - (i) to quit peaceably and deliver possession of the Land, the Access Area and the Utility Area to the Owner,
 - (ii) to remove from the Land, the Access Area and the Utility Area all above-ground buildings, machinery, plant equipment and apparatus and all other improvements to or things on the Land, the Access Area or the Utility Area erected or placed on the Land, the Access Area or the Utility Area by the Licensee, and
 - (iii) to restore the surface of the Land, the Access Area and the Utility Area to the satisfaction of the Owner acting reasonably,
 and to the extent necessary, this covenant shall survive the expiration or cancellation of this License;
- (k) 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, the Access Area or the Utility Area to an amount not less than \$1,000,000.00; except, however, that the Owner may, in its sole discretion, waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured;
- (l) notwithstanding subsection (k), 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 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) 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
- (m) not to interfere with the activities, works or other improvements of any other person who enters on or uses or occupies the Land, the Access Area or the Utility Area 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, the Access Area or the Utility Area in accordance with Section 9.3; and
- (n) on request of the Owner, to provide to the Owner an inventory of communication uses sufficient to allow the calculation of fees under the Provincial Policies.

ARTICLE 5 - ASSIGNMENT

5.1 The Licensee shall not assign this License or grant a sublicense of any part of the Land, the Access Area or the Utility Area 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, the Access Area or the Utility Area to an affiliate (as defined in the Company Act, RSBC 1996) of the Licensee 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 License.

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 License.

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 License and, notwithstanding subsection 4.1 (j), any fixtures to the Land, Access Area and the Utility Area shall become, at the discretion of the Owner, the property of the Owner.

6.2 If this License 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 License and the rights herein granted.

6.3 If the Licensee ceases to use the Land, the Access Area or the Utility Area for the purposes permitted herein and the Licensee does not recommence its use of the Land, the Access Area or the Utility Area within 180 days of receipt of written notice from the Owner, the Owner may immediately cancel that portion of this License and the rights herein granted that relates to the Land, the Access Area or the Utility Area as the case may be.

6.4 If the Owner requires a portion of the Land, the Access Area or the Utility Area for a public purpose, the Owner may, in accordance with section 6.5 and on 180 days written notice to the Licensee, cancel this License and the rights herein granted with respect to no more than 5% of the whole of the Land, no more than 5% of the whole of the Access Area, no more than 5% of the whole of the Utility Area, or no more than 5% of the combined area, as the case may be.

6.5 Concurrently with the notice referred to in section 6.4, the Owner will give the Licensee written notice that the Owner will, at its cost, relocate the Licensee's structures and improvements that are materially affected by the cancellation in Section 6.4 to a different location on the Land, the Access Area or the Utility Area as the case may be, or to a location on other land immediately adjacent to the Land, the Access Area or the Utility Area (the "New Location"). The New Location must, in the reasonable opinion of the Licensee, be of sufficient size to accommodate the Licensee's

LICENSE OF OCCUPATION FOR COMMUNICATION SITE WITH ROAD ACCESS AND UTILITY ACCESS continued...

structures and improvements and be equally suitable for the purposes of the Licensee. The Owner will pay for any reasonable costs of moving the Licensee and its structures and improvements to the New Location. If the Licensee's structures and improvements cannot be moved to the New Location, the Owner will pay to the Licensee the reasonable costs of constructing new improvements on the New Location. As full compensation for all other costs, expenses and damages that the Licensee may incur in connection with the relocation, including disruption and loss of business, the parties shall agree on a lump sum payment and failing agreement, the matter shall be referred to arbitration pursuant to Article 10. All other terms and conditions of this License will apply to the New Location for the balance of the original term.

6.6 The Licensee may deliver a written notice to the Owner cancelling this License, in whole or with respect to the Access Area only or to the Utility Area only, and thereafter the License and the rights herein granted will, in whole or with respect to the Access Area only, terminate 180 days after the date of receipt by the Owner of such written notice.

6.7 Notwithstanding subsection 4.1 (j), any building, machinery, plant, equipment, apparatus or other improvements to the Land, the Access Area or the Utility Area (collectively, the "Improvements") that remains unremoved from the Land, the Access Area or the Utility Area:

- (a) upon the cancellation of this License pursuant to section 6.1, section 6.4 or section 6.6; or
- (b) thirty days after the expiration of this License or the cancellation of this License 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 License),

shall, at the discretion of the Owner, be forfeited to and become the property of the Owner.

6.8 If the Owner elects to assume ownership of any above-ground Improvements pursuant to section 6.7, the Owner may remove them from the Land, the Access Area or the Utility Area and the Licensee shall, on demand, compensate the Owner for all costs incurred by the Owner respecting their removal.

6.9 The rights of the Owner under section 6.7 and section 6.8 shall be deemed to survive the expiration or earlier cancellation of this License.

ARTICLE 7 - SECURITY

7.1 The security in the sum of \$* 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 License shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed. The Owner may, in its sole discretion, waive the requirements of this section.

7.2 In the event 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 License.

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 License, 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 License, 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 License 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 License shall not entitle the Licensee to exclusive possession of the Land, the Access Area or the Utility Area and the Owner may, for any purpose, grant to others interests in the Land, the Access Area or the Utility Area or rights to enter on or use or occupy the Land, the Access Area or the Utility Area or may otherwise authorize other persons to enter on or use or occupy the Land, the Access Area or the Utility Area 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 license, right or interest to others to use or occupy the Land, the Access Area or the Utility Area such grant will contain a provision identical to subsection 4.1(g) of this License obligating the new grantee to keep the Land, the Access Area or the Utility Area in a safe, clean and sanitary condition satisfactory to the Owner.

9.4 The terms and provisions of this License 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 License 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 License, 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 License 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 License 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 License shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this License 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 PROVISO SCHEDULE

Special Provisos:

- (1) The Licensee shall comply with the provisions of his Radio Station License issued by Communications Canada and any subsequent amendments to that license.

- (2) The Licensee shall inform the Owner of any amendments to his Radio Station License.

APPENDIX C-2

DOCUMENT 6

LICENSE OF OCCUPATION FOR HYDRO COMMUNICATION SITE

THIS AGREEMENT made this _____ day of _____, 199

BETWEEN:

NISGA'A NATION, of

(the "Owner")

AND:

of _____
(the "Licensee")

Whereas the Owner has agreed to grant to the Licensee a license 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 LICENSE

1.1 The Owner, on the terms set forth herein, hereby grants to the Licensee a license to enter on and use the Land for the purpose of constructing and maintaining for communication purposes any building, tower, road, antennae, powerline or other physical infrastructure shown in the site plan and site elevation drawing forming part of the Legal Description Schedule (the "Civil Infrastructure").

ARTICLE 2 - DURATION

2.1 The duration of the license and the rights herein granted shall be for a term of 20 years commencing on the day of _____, 199 (the "Commencement Date") unless cancelled in accordance with Article 6.

LICENSE OF OCCUPATION FOR HYDRO COMMUNICATION SITE continued...

2.2 Notwithstanding anything to the contrary in this license, so long as:

- (a) the Licensee is not in default of any of the material terms or conditions of this license; 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 license to enter on and use the Land

the Owner may agree to offer a new license 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 license to enter on and use the Land by executing the new license contained in the notice and delivering it to the Owner.

ARTICLE 3 - LICENSE FEE

3.1 The Licensee shall pay to the Owner an annual license fee during the term of this license, in advance, as follows:

- (a) during the first five years of the term of this license (the "Initial Fee Period"), the Licensee shall pay to the Owner:
 - (i) on the Commencement Date, the sum of • ; and
 - (ii) on each annual anniversary of the Commencement Date during the Initial Fee Period, a sum equal to the greater of:
 - (1) the annual license fee for the immediately preceding year; or
 - (2) 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 rent for communication sites located on similar Crown Land (the "Provincial Policies"); and
- (b) during each subsequent five year period over the term of this license (a "Subsequent Fee Period"), the Licensee shall pay to the Owner on each annual anniversary of the Commencement Date a sum equal to the greatest of:
 - (i) the annual license fee for the immediately preceding year;
 - (ii) the amount which would be payable on that date under the then-existing Provincial Policies; or
 - (iii) the annual fair market rent for the Subsequent Fee Period, if that annual fair market rent has been determined:
 - (1) by written agreement between the Owner and the Licensee prior to the Subsequent Fee Period; or
 - (2) pursuant to the dispute resolution process set out in Article 10, invoked by the Owner or the Licensee prior to the Subsequent Fee Period.

3.2 In this Article, "annual fair market rent" means the fee which a willing licensee at arm's length from the Owner would pay to the Owner in respect of the Land excluding any allocation of value to any fixtures or improvements located on the Land:

- (a) belonging to the Licensee; or
- (b) not available for use by the Licensee.

ARTICLE 4 - COVENANTS OF THE LICENSEE

4.1 The Licensee covenants with the Owner:

- (a) to pay the license fee due at the address of the Owner set out above or at such other place as the Owner may specify from time to time by the giving of notice to the Licensee in accordance with Article 8;
- (b) 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;
- (c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority in any way affecting the Land and improvements situate thereon, or their use and occupation;
- (d) not to commit or suffer any wilful or voluntary waste, spoil 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;
- (e) to deliver to the Owner from time to time, upon demand, proof of insurance provided for in subsection (k), 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 license;
- (f) 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 license 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 Owner may add the amount of such losses, damages, costs and liabilities to the Fee and the amount so added shall be payable to the Owner immediately, but not for an action against the Owner based on nuisance or the rule Rylands v. Fletcher unless the Licensee was negligent;
- (g) 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;
- (h) to permit the Owner or its authorized representative to enter upon the Land at any time to examine its condition;
- (i) to use and occupy the Land in accordance with the provisions of this license including those set forth in the schedule attached and entitled "Special Provisos";
- (j) on the expiration or at the earlier cancellation of this license:
 - (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

LICENSE OF OCCUPATION FOR HYDRO COMMUNICATION SITE continued...

- (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 license;
- (k) 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 \$1,000,000.00; provided, except, that the Owner may, in its sole discretion, waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured;
- (l) notwithstanding subsection (k), 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 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) 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
- (m) 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;
- (n) on request of the Owner, to provide the Owner an inventory of communication uses sufficient to allow the calculation of fees under the Provincial Policies.

ARTICLE 5 - ASSIGNMENT

5.1 The Licensee shall not assign this license 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 an affiliate (as defined in the *Company Act, RSBC 1996*) of the Licensee 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 license.

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 license.

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 license and, notwithstanding subsection 4.1 (j), any fixtures to the Land shall become, at the discretion of the Owner, the property of the Owner.

6.2 If this license 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 license 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 license and the rights herein granted.

6.4 If the Owner requires a portion of the Land for a public purpose, the Owner may, in accordance with section 6.5 and on 180 days written notice to the Licensee, cancel this license and the rights herein granted with respect to no more than 5% of the whole of the Land.

6.5 Concurrently with the notice referred to in section 6.4, the Owner will give the Licensee written notice that the Owner will, at its cost, relocate the Licensee's structures and improvements that are materially affected by the cancellation in Section 6.4 to a different location on the Land or to a location on other land immediately adjacent to the Land (the "New Location"). The New Location must, in the reasonable opinion of the Licensee, be of sufficient size to accommodate the Licensee's structures and improvements and be equally suitable for the purposes of the Licensee. The Owner will pay for any reasonable costs of moving the Licensee and its structures and improvements to the New Location. If the Licensee's structures and improvements cannot be moved to the New Location, the Owner will pay to the Licensee the reasonable costs of constructing new improvements on the New Location. As full compensation for all other costs, expenses and damages that the Licensee may incur in connection with the relocation, including disruption and loss of business, the parties shall agree on a lump sum payment, and failing agreement, the matter shall be referred to arbitration pursuant to Article 10. All other terms and conditions of this license will apply to the New Location for the balance of the original term.

6.6 The Licensee may deliver a written notice to the Owner cancelling this license and thereafter the license and the rights herein granted will terminate 180 days after the date of receipt by the Owner of such written notice.

6.7 Notwithstanding subsection 4.1 (j), 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 license pursuant to section 6.1, section 6.4 or section 6.6; or
- (b) thirty days after the expiration of this license or the cancellation of this license 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 license),

shall, at the discretion of the Owner, be forfeited to and become the property of the Owner.

6.8 If the Owner elects to assume ownership of any above-ground Improvements pursuant to section 6.7, 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.

6.9 The rights of the Owner under section 6.7 and section 6.8 shall be deemed to survive the expiration or earlier cancellation of this license.

LICENSE OF OCCUPATION FOR HYDRO COMMUNICATION SITE continued...**ARTICLE 7 - SECURITY**

7.1 The security in the sum of \$• 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 license shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed. The Owner may, in its sole discretion, 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 license.

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 license, 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 license, 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 license 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 license 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 license, right or interest to others to use or occupy the Land, such grant will contain a provision identical to subsection 4.1(g) of this license 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 license 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 license 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 license, 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 license 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 license 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 license shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

LICENSE OF OCCUPATION FOR HYDRO COMMUNICATION SITE continued...

IN WITNESS WHEREOF, the parties have executed this license 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

LICENSE OF OCCUPATION FOR HYDRO COMMUNICATION SITE *continued...*

SPECIAL PROVISOS SCHEDULE

Special Provisos:

- (1) The Licensee shall comply with the provisions of his Radio Station License issued by Communications Canada and any subsequent amendments to that license.
- (2) The Licensee shall inform the Owner of any amendments to his Radio Station License.

APPENDIX C-2

DOCUMENT 7

LICENSE OF OCCUPATION FOR FORESTRY EXPERIMENTAL PLOTS

THIS AGREEMENT made this _____ day of _____, 199

BETWEEN:

NISGA'A NATION, of

(the "Owner")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA**, as represented by the Minister of Forests of

of _____
(the "Licensee")

Whereas the Owner has agreed to grant to the Licensee a license 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 LICENSE

1.1 The Owner, on the terms set forth herein, hereby grants to the Licensee a license to enter on and use the Land for the purpose of conducting forestry related studies, tests and experiments.

ARTICLE 2 - DURATION

2.1 The duration of the license and the rights herein granted shall be for a term of 20 years commencing on the day of , 199 (the "Commencement Date") unless cancelled in accordance with Article 6.

LICENSE OF OCCUPATION FOR FORESTRY EXPERIMENTAL PLOTS continued...

- 2.2 Notwithstanding anything to the contrary in this license, so long as:
- (a) the Licensee is not in default of any of the material terms or conditions of this license; 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 license to enter on and use the Land

the Owner may agree to offer a new license 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 license to enter on and use the Land by executing the new license contained in the notice and delivering it to the Owner.

ARTICLE 3 - LICENSE FEE

- 3.1 The Licensee shall pay to the Owner a license 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 any 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 wilful or voluntary waste, spoil 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 license;
 - (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 license 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 license including those set forth in the schedule attached and entitled "Special Provisos";
- (i) on the expiration or at the earlier cancellation of this license:
 - (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 license;
- (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 \$1,000,000.00; except that so long as the Licensee is Her Majesty the Queen 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 60 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 license 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 license.

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 license.

LICENSE OF OCCUPATION FOR FORESTRY EXPERIMENTAL PLOTS continued...**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 license 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 license 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 license 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 license and the rights herein granted.

6.4 The Licensee may deliver a written notice to the Owner cancelling this license and thereafter the license 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 license pursuant to section 6.1, or section 6.4; or
- (b) thirty days after the expiration or cancellation of this license 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 license)

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 license.

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 license 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 Her Majesty the Queen 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 license.

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 license, 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 license, 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 license 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 license 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 license, 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 license obligating the new grantee to keep the Land in a safe, clean and sanitary condition satisfactory to the Owner.

LICENSE OF OCCUPATION FOR FORESTRY EXPERIMENTAL PLOTS continued...

9.4 The terms and provisions of this license 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 license 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 license 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 license 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 license shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this license 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

LICENSE OF OCCUPATION FOR FORESTRY EXPERIMENTAL PLOTS continued...

LEGAL DESCRIPTION SCHEDULE

1. Legal Description

2. Sketch Plan

SPECIAL PROVISOS SCHEDULE

APPENDIX C-2

DOCUMENT 8

LICENSE OF OCCUPATION FOR A HYDROMETRIC STATION

THIS AGREEMENT made this _____ day of _____, 199

BETWEEN:

NISGA'A NATION, of

(the "Owner")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of the Environment

of _____
(the "Licensee")

Whereas the Owner has agreed to grant to the Licensee a license over 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 LICENSE

1.1 The Owner, on the terms set forth herein, hereby grants to the Licensee a license to enter on and use the Land for the purpose of constructing, installing, erecting, maintaining, repairing and replacing any physical infrastructure shown in the Sketch Plan forming part of the Legal Description Schedule (the "Works") and to use the Works for operating a hydrometric station and cable-crossing.

LICENSE OF OCCUPATION FOR A HYDROMETRIC STATION continued...**ARTICLE 2 - DURATION**

2.1 The duration of the license and the rights herein granted shall be for a term of 20 years commencing on the day of , 199 (the "Commencement Date") unless cancelled in accordance with the terms hereof.

2.2 Notwithstanding anything to the contrary in this license, so long as:

- (a) the Licensee is not in default of any of the material terms of conditions of this license, 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 license of the Land,

the Owner may agree to offer a new license 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 sixty (60) days from the date of receipt of the notice from the Owner to accept a new licence of the Land by executing the new license contained in the notice and delivering it to the Owner.

ARTICLE 3 - LICENSE FEE

3.1 The Licensee shall pay to the Owner a license fee during the term of this license, in advance, as follows:

- (a) during each year of the first five years of the term of this license (the "Initial Fee Period"), the Licensee shall pay to the Owner:
 - (i) on the Commencement Date, the sum of \$200.00 ; and
 - (ii) on each annual anniversary of the Commencement Date during the Initial Fee Period, a sum equal to the greater of:
 - (1) the annual license fee for the immediately preceding year; or
 - (2) the annual fair market rent; and
- (b) during each year of each subsequent five year period over the term of this license (the "Subsequent Fee Period"), the Licensee shall pay to the Owner on each annual anniversary of the Commencement Date a sum equal to the greater of:
 - (i) the annual license fee for the immediately preceding year; or
 - (ii) the annual fair market rent for the Subsequent Fee Period, if the annual fair market rent has been determined:
 - (1) by written agreement between the Owner and the Licensee prior to the Subsequent Fee Period; or
 - (2) pursuant to the dispute resolution process set out in Article 10, invoked by the Owner or the Licensee prior to the Subsequent Fee Period.

3.2 In this Article, "annual fair market rent" means the fee which a willing licensee at arm's length from the Owner would pay to the Owner in respect of the Land excluding any allocation of value to any fixtures or improvements located on the Land:

- (a) belonging to the Licensee; or
- (b) not available for use by the Licensee.

ARTICLE 4 - COVENANTS OF THE LICENSEE

4.1 The Licensee covenants with the Owner:

- (a) to pay the license fee due at the address of the Owner set out above or at such other place as the Owner may specify from time to time by the giving of notice to the Licensee in accordance with Article 8;
- (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 Land or any of the Licensee's (or any sublicensee's of the Licensee) improvements thereon (the "Realty Taxes") that the Licensee 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 in any way affecting the Land and improvements situate thereon, or their use and occupation;
- (d) not to commit or suffer any wilful or voluntary waste, spoil 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;
- (e) to deliver to the Owner from time to time, upon demand, proof of insurance provided for in subsection (k), 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 license;
- (f) subject to the *Crown Liability and Proceedings Act* (Canada) and the *Financial Administration Act* (Canada), to indemnify and save harmless the Owner against all losses, damages, costs and liabilities, arising out of:
 - (i) any breach, violation or non-performance of any covenant, condition or agreement in this license by the Licensee; and
 - (ii) any personal injury, death or property damage arising out of the Licensee's use and occupation of the Land,
 and the Owner may add the amount of such losses, damages, costs and liabilities to the Fee and the amount so added shall be payable to the Owner immediately.
- (g) 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;
- (h) to permit the Owner or its authorized representative to enter upon the Land at any time to examine its condition;
- (i) to use and occupy the Land in accordance with the provisions of this license including those set forth in the schedule attached and entitled "Special Provisos";
- (j) on the expiration or at the earlier cancellation of this license:
 - (i) to quit peaceably and deliver possession of the Land to the Owner,
 - (ii) to remove from the Land all 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 license;

LICENSE OF OCCUPATION FOR A HYDROMETRIC STATION continued...

- (k) 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 \$1,000,000.00; provided, however, that so long as the Licensee is Her Majesty the Queen in right of Canada or a Canada Crown corporation the Owner will waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured;
- (l) notwithstanding subsection (k), 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 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) 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
- (m) not to interfere with the activities of any other person to enter on and use the Land under a subsequent right or interest granted by the Owner in accordance with section 9.3.

ARTICLE 5 - ASSIGNMENT

5.1 The Licensee shall not assign this license 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 part of the Land to a Canada 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 license.

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 In the event that 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, and in any such case, the Owner may cancel this license and, notwithstanding subsection (j) of section 4.1, any fixtures to the Land shall become, at the discretion of the Owner, the property of the Owner.

6.2 In the event that this license is taken in execution or attachment by any person, or the Licensee commits an act of bankruptcy, becomes insolvent or 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 license and the rights herein granted.

6.3 In the event that 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 license and the rights herein granted.

6.4 In the event that the Owner requires a portion of the Land for a public purpose, the Owner may, in accordance with section 6.5 and on 180 days written notice to the Licensee, cancel this license and the rights herein granted with respect to no more than 5% of the whole of the Land.

6.5 Concurrently with the notice referred to in section 6.4, the Owner will give the licensee written notice that the Owner will, at its cost, relocate the Licensee's structures and improvements which are materially affected by the cancellation in Section 6.4 to a different location on the Land or to a location on other land immediately adjacent to the Land (the "New Location"). The New Location must, in the reasonable opinion of the Licensee, be of sufficient size to accommodate the Licensee's structures and improvements and be equally suitable for the purposes of the Licensee. The Owner will pay for any reasonable costs of moving the Licensee and its structures and improvements to the New Location. If the Licensee's structures and improvements cannot be moved to the New Location, the Owner will pay to the Licensee the reasonable costs of constructing new improvements on the New Location. As full compensation for all other costs, expenses and damages which the Licensee may incur in connection with the relocation, including disruption and loss of business, the parties shall agree on a lump sum payment and failing agreement, the matter shall be referred to arbitration pursuant to Article 10. All other terms and conditions of this license will apply to the New Location for the balance of the original term.

6.6 The Licensee may deliver a written notice to the Owner cancelling this license and thereafter the license and the rights herein granted will terminate 180 days after the date of receipt by the Owner of such written notice.

6.7 Notwithstanding subsection (j) of section 4.1, any buildings, machinery, plant, equipment and apparatus and all other improvements to the Land (collectively, the "Improvements") that remain unremoved from the Land:

- (a) upon cancellation of this license pursuant to section 6.1, section 6.4 or section 6.6; or
- (b) thirty days after the expiration or cancellation of this license 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 license)

shall, at the discretion of the Owner, be forfeited to and become the property of the Owner.

6.8 If the Owner elects to assume ownership of any Improvements pursuant to section 6.7, 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.

6.9 The rights of the Owner under section 6.7 and section 6.8 shall be deemed to survive the expiration or earlier cancellation of this license.

LICENSE OF OCCUPATION FOR A HYDROMETRIC STATION continued...**ARTICLE 7 - SECURITY**

7.1 The security in the sum of \$• 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 license 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 Her Majesty the Queen in right of Canada or a Canada crown corporation, the Owner will waive the requirements of this subsection.

7.2 In the event 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 license.

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 when no Security is required under section 7.1, this section shall not apply.

ARTICLE 8 - NOTICE

8.1 Where service of a notice or a document is required under this license, 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 and the Licensee at the addresses specified for each on the first page of this license, 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. Provided that 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 license and after another address is 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 license shall not entitle the Licensee to exclusive possession of the Land and the Owner may grant to others rights to use or interests in the Land for any purpose other than that permitted herein, so long as the grant 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.

9.4 The terms and provisions of this license 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 license 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 and if the dispute does not involve a question of public law, the dispute shall be referred to and resolved by arbitration in accordance with sections 10.5 to 10.9.

10.5 Unless the parties otherwise agree, the arbitration shall be conducted by a single arbitrator. The arbitrator shall be chosen by the parties; if they fail to agree on this choice within four (4) weeks following the commencement of their discussion, then either party may request the British Columbia International Commercial Arbitration Centre or such other organization or person agreed to by the parties in writing, to select an arbitrator. The arbitrator chosen shall be independent, impartial and competent.

10.6 The arbitrator shall render his decision in writing within thirty (30) days after the completion of the arbitration or if thirty (30) days is insufficient, then within such further time as is reasonable.

10.7 The arbitration shall be governed by the *Commercial Arbitration Code* referred to in the *Commercial Arbitration Act* (Canada) and except as provided in the *Commercial Arbitration Code*, the determination and award of the arbitration shall be final and binding on both parties.

10.8 The arbitration shall take place in the Province of British Columbia, at a location as the parties may agree and, failing agreement, at a location as the arbitrator may decide.

10.9 During the arbitration, the parties shall continue to perform their obligations under the license. It is not incompatible with this arbitration agreement for a party to request from a court, before or during the arbitration proceedings, an interim measure of protection and for a court to grant such measure.

LICENSE OF OCCUPATION FOR A HYDROMETRIC STATION continued...**ARTICLE 11 - INTERPRETATION**

11.1 In this license, 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 license 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 license 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 or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this license 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 _____)
 the Minister of the Environment on behalf _____)
 of Her Majesty the Queen in right of Canada _____)
 in the presence of: _____)

_____)
 _____)
 Name _____)
 _____)
 Address _____)
 _____)

 Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

1. Legal Description

2. Sketch Plan

LICENSE OF OCCUPATION FOR A HYDROMETRIC STATION continued...**SPECIAL PROVISIO SCHEDULE**

- (1) The Licensee may clear the Land and keep it cleared of all or any part of trees, growth, buildings or obstructions now or hereafter on the Land which might interfere with or obstruct the construction, erection, operation, maintenance, removal or replacement of the Works pursuant to this agreement.
- (2) Despite subsection 4.1(j) and section 6.7, at the expiration or cancellation of this license, the Licensee may leave on the Land any concrete foundation for the Works.

APPENDIX C-2

DOCUMENT 9

**LICENSE OF OCCUPATION
FOR A NAVIGATIONAL LIGHT**

THIS AGREEMENT made this _____ day of _____, 199

BETWEEN:

NISGA'A NATION, of

(the "Owner")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
c/o Superintendent, Navigational Aids, Canadian Coast Guard
Marine Navigation Services
25 Huron Street
Victoria BC V8V 4V9
(the "Licensee")

Whereas the Owner has agreed to grant to the Licensee a license 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:

LICENSE OF OCCUPATION FOR A NAVIGATIONAL LIGHT continued...**ARTICLE 1 - GRANT OF LICENSE**

1.1 The Owner, on the terms set forth herein, hereby grants to the Licensee a license to enter on and use the Land for the purpose of constructing, installing, erecting, maintaining, operating, repairing and replacing a marine navigation aid.

ARTICLE 2 - DURATION

2.1 The duration of the license and the rights herein granted shall be for a term of 20 years commencing on the day of , 199__ (the "Commencement Date") unless cancelled in accordance with the terms hereof.

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 of 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 of 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 sixty (60) days from the date of receipt of the notice from the Owner to accept a new licence of the Land by executing the new licence contained in the notice and delivering it to the Owner.

ARTICLE 3 - LICENSE FEE

3.1 The Licensee shall pay to the Owner a license fee of \$1.00 on the Commencement Date for the entire term of this license.

ARTICLE 4 - COVENANTS OF THE LICENSEE

4.1 The Licensee covenants with the Owner:

- (a) to pay the license fee due at the address of the Owner set out above or at such other place as the Owner may specify from time to time by the giving of notice to the Licensee in accordance with Article 8;
- (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 Land or any of the Licensee's (or any sublicensee's of the Licensee) improvements thereon (the "Realty Taxes") that the Licensee 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 in any way affecting the Land and improvements situate thereon, or their use and occupation;
- (d) not to commit or suffer any wilful or voluntary waste, spoil 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;
- (e) to deliver to the Owner from time to time, upon demand, proof of insurance provided for in subsection (k), 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 license;

- (f) subject to the *Crown Liability and Proceedings Act* (Canada) and the *Financial Administration Act* (Canada), to indemnify and save harmless the Owner against all losses, damages, costs and liabilities, arising out of:
 - (i) any breach, violation or non-performance of any covenant, condition or agreement in this license by the Licensee; and
 - (ii) any personal injury, death or property damage arising out of the Licensee's use and occupation of the Land,
 and the Owner may add the amount of such losses, damages, costs and liabilities to the Fee and the amount so added shall be payable to the Owner immediately;
- (g) 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;
- (h) to permit the Owner or its authorized representative to enter upon the Land at any time to examine its condition;
- (i) to use and occupy the Land in accordance with the provisions of this license including those set forth in the schedule attached and entitled "Special Provisos";
- (j) on the expiration or at the earlier cancellation of this license:
 - (i) to quit peaceably and deliver possession of the Land to the Owner,
 - (ii) to remove from the Land all 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 license;
- (k) 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 \$1,000,000.00; provided, however, that so long as the Licensee is Her Majesty the Queen in right of Canada or a Canada Crown corporation, the Owner will waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured;
- (l) notwithstanding subsection (k), 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 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) 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
- (m) not to interfere with the activities of any other person to enter on and use the Land under a subsequent right or interest granted by the Owner in accordance with Section 9.3.

LICENSE OF OCCUPATION FOR A NAVIGATIONAL LIGHT continued...**ARTICLE 5 - ASSIGNMENT**

5.1 The Licensee shall not assign this license 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 Canada 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 license.

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 In the event that 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, and in any such case, the Owner may cancel this license and, notwithstanding subsection (j) of section 4.1, any fixtures to the Land shall become, at the discretion of the Owner, the property of the Owner.

6.2 In the event that this license is taken in execution or attachment by any person, or the Licensee commits an act of bankruptcy, becomes insolvent or 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 license and the rights herein granted.

6.3 In the event that 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 license and the rights herein granted.

6.4 In the event that the Owner requires a portion of the Land for a public purpose, the Owner may, in accordance with section 6.5 and on 180 days written notice to the Licensee, cancel this license and the rights herein granted with respect to no more than 5% of the whole of the Land.

6.5 Concurrently with the notice referred to in section 6.4, the Owner will give the licensee written notice that the Owner will, at its cost, relocate the Licensee's structures and improvements which are materially affected by the cancellation in Section 6.4 to a different location on the Land or to a location on other land immediately adjacent to the Land (the "New Location"). The New Location must, in the reasonable opinion of the Licensee, be of sufficient size to accommodate the Licensee's structures and improvements and be equally suitable for the purposes of the Licensee. The Owner will pay for any reasonable costs of moving the Licensee and its structures and improvements to the New Location. If the Licensee's structures and improvements cannot be moved to the New Location, the Owner will pay to the Licensee the reasonable costs of constructing new improvements on the New Location. As full compensation for all other costs, expenses and damages which the Licensee may incur in connection with the relocation, including disruption and loss of business, the parties shall agree on a lump sum payment and failing agreement, the matter shall be referred to

arbitration pursuant to Article 10. All other terms and conditions of this license will apply to the New Location for the balance of the original term.

6.6 The Licensee may deliver a written notice to the Owner cancelling this license and thereafter the license and the rights herein granted will terminate 180 days after the date of receipt by the Owner of such written notice.

6.7 Notwithstanding subsection (j) of section 4.1, any buildings, machinery, plant, equipment and apparatus and all other improvements to the Land (collectively, the "Improvements") that remain unremoved from the Land:

- (a) upon the cancellation of this license pursuant to section 6.1, section 6.4 or section 6.6; or
- (b) thirty days after the expiration or cancellation of this license pursuant to section 6.2 or section 6.3 (provided that if 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 license)

shall, at the discretion of the Owner, be forfeited to and become the property of the Owner.

6.8 If the Owner elects to assume ownership of any Improvements pursuant to section 6.7, 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.

6.9 The rights of the Owner under section 6.7 and section 6.8 shall be deemed to survive the expiration or earlier cancellation of this license.

ARTICLE 7 - SECURITY

7.1 The security in the sum of \$• 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 license 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 Her Majesty in right of Canada or a Canada crown corporation, the Owner will waive the requirements of this subsection.

7.2 In the event 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 license.

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 when no Security is required under section 7.1 this section shall not apply.

ARTICLE 8 - NOTICE

8.1 Where service of a notice or a document is required under this license, the notice or documents shall be in writing and shall be deemed to have been served if delivered to, or if sent by

LICENSE OF OCCUPATION FOR A NAVIGATIONAL LIGHT continued...

prepaid registered mail addressed to, the Owner and the Licensee at the addresses specified for each on the first page of this license, 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. Provided that 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 license and after another address is 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 license shall not entitle the Licensee to exclusive possession of the Land and the Owner may grant to others rights to use or interests in the Land for any purpose other than that permitted herein, 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 license, right or interest to others to use or occupy the Land, such grant will contain a provision identical to subsection 4.1(g) of this license 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 license 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 and if the dispute does not involve a question of public law, the dispute shall be referred to and resolved by arbitration in accordance with sections 10.5 to 10.9.

10.5 Unless the parties otherwise agree, the arbitration shall be conducted by a single arbitrator. The arbitrator shall be chosen by the parties; if they fail to agree on this choice within four (4) weeks following the commencement of their discussion, then either party may request the British Columbia International Commercial Arbitration Centre or such other organization or person agreed to by the parties in writing, to select an arbitrator. The arbitrator chosen shall be independent, impartial and competent.

10.6 The arbitrator shall render his decision in writing within thirty (30) days after the completion of the arbitration or if thirty (30) days is insufficient, then within such further time as is reasonable.

10.7 The arbitration shall be governed by the *Commercial Arbitration Code* referred to in the *Commercial Arbitration Act* (Canada) and except as provided in the *Commercial Arbitration Code*, the determination and award of the arbitration shall be final and binding on both parties.

10.8 The arbitration shall take place in the Province of British Columbia, at a location as the parties may agree and, failing agreement, at a location as the arbitrator may decide.

10.9 During the arbitration, the parties shall continue to perform their obligations under the license. It is not incompatible with this arbitration agreement for a party to request from a court, before or during the arbitration proceedings, an interim measure of protection and for a court to grant such measure.

ARTICLE 11 - INTERPRETATION

11.1 In this license, 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 license 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 license 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 or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

LICENSE OF OCCUPATION FOR A NAVIGATIONAL LIGHT continued...

IN WITNESS WHEREOF, the parties have executed this license 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)

the Minister of Fisheries and Oceans on)

behalf of Her Majesty the Queen in right of)

Canada in the presence of)

)

_____))

Name)

_____))

Address)

_____))

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

1. Legal Description

2. Sketch Plan

LICENSE OF OCCUPATION FOR A NAVIGATIONAL LIGHT continued...**SPECIAL PROVISIO SCHEDULE**

Special Provisos:

- (1) The Licensee may clear the Land and keep it cleared of all or any part of trees, growth, buildings or obstructions now or hereafter on the Land which might interfere with or obstruct the construction, erection, operation, maintenance, removal or replacement of the Navigational Light.
- (2) Despite subsection 4.1(j) and section 6.7, at the expiration or cancellation of this License, the Licensee may leave on the Land any concrete foundation for the Navigational Light.

APPENDIX C-2

DOCUMENT 10

LICENSE OF OCCUPATION FOR TELEPHONE EXCHANGE

THIS AGREEMENT made this _____ day of _____, 199

BETWEEN:

NISGA'A NATION, of

(the "Owner")

AND:

BC TEL, of

(the "Licensee")

Whereas the Owner has agreed to grant to the Licensee a license 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 LICENSE

1.1 The Owner, on the terms set forth herein, hereby grants to the Licensee a license to enter on and use the Land for the purpose of constructing, maintaining, repairing, replacing, removing and operating for communication purposes any building, road, antennae, pole, cable, strand, powerline or other physical infrastructure shown in the site plan forming part of the Legal Description Schedule (the "Civil Infrastructure").

ARTICLE 2 - DURATION

2.1 The duration of the license and the rights herein granted shall be for a term of 20 years commencing on the day of _____, 199 (the "Commencement Date") unless cancelled in accordance with Article 6.

LICENSE OF OCCUPATION FOR TELEPHONE EXCHANGE continued...

2.2 Notwithstanding anything to the contrary in this license, so long as:

- (a) the Licensee is not in default of any of the material terms or conditions of this license; 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 license to enter on and use the Land

the Owner may agree to offer a new license 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 license to enter on and use the Land by executing the new license contained in the notice and delivering it to the Owner.

ARTICLE 3 - LICENSE FEE

3.1 The Licensee shall pay to the Owner an annual license fee during the term of this license, in advance, as follows:

- (a) during the first five years of the term of this license (the "Initial Fee Period"), the Licensee shall pay to the Owner:
 - (i) on the Commencement Date, the sum of \$500.00; and
 - (ii) on each annual anniversary of the Commencement Date during the Initial Fee Period, a sum equal to the greater of:
 - (1) the annual license fee for the immediately preceding year; or
 - (2) 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 rent for communication sites located on similar Crown Land (the "Provincial Policies"); and
- (b) during each subsequent five year period over the term of this license (a "Subsequent Fee Period"), the Licensee shall pay to the Owner on each annual anniversary of the Commencement Date a sum equal to the greatest of:
 - (i) the annual license fee for the immediately preceding year,
 - (ii) the amount which would be payable on that date under the then-existing Provincial Policies, or
 - (iii) the annual fair market rent for the Subsequent Fee Period, if that annual fair market rent has been determined:
 - (1) by written agreement between the Owner and the Licensee prior to the Subsequent Fee Period; or
 - (2) pursuant to the dispute resolution process set out in Article 10, invoked by the Owner or the Licensee prior to the Subsequent Fee Period.

3.2 In this Article, "annual fair market rent" means the fee which a willing licensee at arm's length from the Owner would pay to the Owner in respect of the Land excluding any allocation of value to any fixtures or improvements located on the Land:

- (a) belonging to the Licensee; or
- (b) not available for use by the Licensee.

ARTICLE 4 - COVENANTS OF THE LICENSEE

- 4.1** The Licensee covenants with the Owner:
- (a) to pay the license fee due at the address of the Owner set out above or at such other place as the Owner may specify from time to time by the giving of notice to the Licensee in accordance with Article 8;
 - (b) 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;
 - (c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority in any way affecting the Land and improvements situate thereon, or their use and occupation;
 - (d) not to commit or suffer any wilful or voluntary waste, spoil 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;
 - (e) to deliver to the Owner from time to time, upon demand, proof of insurance provided for in subsection (k), 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 license;
 - (f) 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 license 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 Owner may add the amount of such losses, damages, costs and liabilities to the Fee and the amount so added shall be payable to the Owner immediately;
 - (g) 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;
 - (h) to permit the Owner or its authorized representative to enter upon the Land at any time to examine its condition;
 - (i) to use and occupy the Land in accordance with the provisions of this license including those set forth in the schedule attached and entitled "Special Provisos";
 - (j) on the expiration or at the earlier cancellation of this license:
 - (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 license;

LICENSE OF OCCUPATION FOR TELEPHONE EXCHANGE continued...

- (k) 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 \$1,000,000.00; except, however, that the Owner may, in its sole discretion, waive the requirements of this subsection on the delivery to the Owner of evidence that the Licensee is self insured;
- (l) notwithstanding subsection (k), 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 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection (k) 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
- (m) 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; and
- (n) on request of the Owner, to provide to the Owner an inventory of communication uses sufficient to allow the calculation of fees under the Provincial Policies.

ARTICLE 5 - ASSIGNMENT

5.1 The Licensee shall not assign this license 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 an affiliate (as defined in the *Company Act, RSBC 1996*) of the Licensee 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 license.

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 license.

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 license and, notwithstanding subsection 4.1 (j), any fixtures to the Land shall become, at the discretion of the Owner, the property of the Owner.

6.2 If this license 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 license 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 license and the rights herein granted.

6.4 If the Owner requires a portion of the Land for a public purpose, the Owner may, in accordance with section 6.5 and on 180 days written notice to the Licensee, cancel this license and the rights herein granted with respect to the whole or any part of the Land.

6.5 Concurrently with the notice referred to in section 6.4, the Owner will give the Licensee written notice that the Owner will, at its cost, relocate the Licensee's structures and improvements that are materially affected by the cancellation in Section 6.4 to a different location on the Land or to a location on other land in the vicinity of the Land (the "New Location"). The New Location must, in the reasonable opinion of the Licensee, be of sufficient size to accommodate the Licensee's structures and improvements and be equally suitable for the purposes of the Licensee. The Owner will pay for any reasonable costs of moving the Licensee and its structures and improvements to the New Location. If the Licensee's structures and improvements cannot be moved to the New Location, the Owner will pay to the Licensee the reasonable costs of constructing new improvements on the New Location. As full compensation for all other costs, expenses and damages that the Licensee may incur in connection with the relocation, including disruption and loss of business, the parties shall agree on a lump sum payment and failing agreement, the matter shall be referred to arbitration pursuant to Article 10. All other terms and conditions of this license will apply to the New Location for the balance of the original term.

6.6 The Licensee may deliver a written notice to the Owner cancelling this license and thereafter the license and the rights herein granted will terminate 180 days after the date of receipt by the Owner of such written notice.

6.7 Notwithstanding subsection 4.1 (j), any building, machinery, plant, equipment, apparatus or other improvements to the Land (collectively, the "Improvements") that remains unremoved from the Land:

- (a) upon the cancellation of this license pursuant to section 6.1, section 6.4 or section 6.6; or
- (b) thirty days after the expiration of this license or the cancellation of this license 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 license),

shall, at the discretion of the Owner, be forfeited to and become the property of the Owner.

6.8 If the Owner elects to assume ownership of any Improvements pursuant to section 6.7, 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.

6.9 The rights of the Owner under section 6.7 and section 6.8 shall be deemed to survive the expiration or earlier cancellation of this license.

LICENSE OF OCCUPATION FOR TELEPHONE EXCHANGE continued...**ARTICLE 7 - SECURITY**

7.1 The security in the sum of \$• 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 license shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed. The Owner may, in its sole discretion, waive the requirements of this section.

7.2 In the event 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 license.

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 license, 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 license, 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 license 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 license 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 license, right or interest to others to use or occupy the Land, such grant will contain a provision identical to subsection 4.1(g) of this license 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 license 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 license 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 license, 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 license 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 license 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 license shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

LICENSE OF OCCUPATION FOR TELEPHONE EXCHANGE continued...

IN WITNESS WHEREOF, the parties have executed this license 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)

)

_____))

Name)

_____))

Address)

_____))

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

1. Legal Description

2. Sketch Plan

APPENDIX C-2**DOCUMENT 11****PERMIT OF OCCUPATION
FOR WATERWORKS**

THIS AGREEMENT made this _____ day of _____, 199

BETWEEN:

NISGA'A NATION, of

(the "Owner")

AND:

The Holder of British Columbia Conditional Water Licence _____, being as of the date of this Agreement _____

of _____

("the Permittee")

WHEREAS the Owner has agreed to grant to the Permittee a permit in respect of that parcel of Nisga'a Lands ("the Land") described in the attached Schedule "A", entitled Legal Description Schedule;

NOW THEREFORE in consideration of the fee to be paid by, and the covenants of, the Permittee, the Owner and the Permittee agree as follows:

ARTICLE 1 - GRANT OF PERMIT

1.1 The Owner, on the terms set forth therein, hereby grants to the Permittee a permit to occupy the Land for the purpose of constructing, reconstructing, replacing, maintaining and operating thereon works necessary for the conveyance of water from (watercourse) to (legal description) ("the Appurtenant Property"), in accordance with British Columbia Conditional Water Licence _____ ("the Water Licence") and for the purposes specified in the Water Licence on the date of this Agreement (the "Commencement Date").

PERMIT OF OCCUPATION FOR WATERWORKS continued...**ARTICLE 2 - THE LAND**

2.1 The Land that is authorized to be occupied under this permit is described in the Schedule attached and entitled "Legal Description".

ARTICLE 3 - TIMBER CUTTING

3.1 The Permittee may cut and remove from the Land any timber, shrubs or foliage necessary to permit the construction, reconstruction, replacement, maintenance and operation of the works referred to in section 1.1, provided that prior to the cutting or removal of any timber, the Permittee will apply for and obtain from the Owner a timber licence under which the Owner, acting reasonably, may determine the amount of compensation which the Permittee will pay to the Owner in respect of trees that are cut, removed, damaged, or destroyed by the Permittee.

ARTICLE 4 - PERMIT FEE

4.1 On the Commencement Date and on each anniversary of the Commencement Date, the Permittee shall pay to the Owner a permit fee ("the Annual Permit Fee") in accordance with this Article.

4.2 On the Commencement Date, the Annual Permit Fee is \$6.00.

4.3 The Owner may at any time and in its discretion revise the Annual Permit Fee by giving notice to the Permittee in accordance with Article 8, but the Owner shall not at any time increase the Annual Permit Fee above the rental charged by British Columbia at that time for a similar permit to occupy Crown land.

ARTICLE 5 - COVENANTS OF THE PERMITTEE

5.1 The Permittee covenants with the Owner:

- (a) to pay the Annual Permit Fee due at the address of the Owner set out above or at such other place as the Owner may specify from time to time by giving notice to the Permittee in accordance with Article 8;
- (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 Land or any improvements of the Permittee thereon (the "Realty Taxes") which the Permittee 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 in any way affecting the Land or improvements situate thereon, or their use and occupation;
- (d) not to commit or suffer any wilful or voluntary waste, spoil or destruction on the Land, or do or suffer to be done thereon by the Permittee's employees, contractors, agents, invitees or anyone for whom the Permittee is responsible at law anything that may be or become a nuisance to the Owner or to the occupiers of adjoining land;
- (e) to deliver to the Owner from time to time, upon demand, receipts or other evidence of payment of Realty Taxes, and other monetary obligations of the Permittee required to be observed by the Permittee pursuant to this permit;
- (f) to indemnify and save the Owner harmless 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 permit by the Permittee, or

- (ii) any personal injury, death or property damage arising out of the Permittee's use and occupation of the Land,
and the Owner may add the amount of such losses, damages, costs and liabilities to the permit fee and the amount so added shall be payable to the Owner immediately;
- (g) with respect to the Permittee's use and occupation of the Land, to keep the Land in a safe, clean and sanitary condition satisfactory to the Owner acting reasonably, and with respect to the Permittee's use and occupation of the Land, to make 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 Permittee;
- (h) on the termination or cancellation of this permit:
 - (i) to quit peaceably and deliver possession of the Land to the Owner,
 - (ii) to remove from the Land all above-ground works and other improvements to or things on the Land erected or placed on the Land by the Permittee, and
 - (iii) to restore the surface of the Land to a condition satisfactory to the Owner, acting reasonably,
 and to the extent necessary, this covenant shall survive the termination or cancellation of this permit; and
- (i) not to interfere with the activities, works or other improvements of any other person who enters on, 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 Article 9.

ARTICLE 6 - APPURTENANCE AND ASSIGNMENT

- 6.1** This permit is appurtenant to the Appurtenant Property and passes with a conveyance or other disposition of the estate in fee simple to the Appurtenant Property.
- 6.2** The Permittee shall give written notice to the Owner of any conveyance or other disposition of the estate in fee simple to the Appurtenant Property within 60 days after that conveyance or other disposition.
- 6.3** Subject to section 6.1, the Permittee shall not assign this permit or grant a subpermit in respect of any part of the Land without the prior written consent of the Owner.
- 6.4** This permit burdens the Land.

ARTICLE 7 - TERMINATION AND CANCELLATION

- 7.1** This permit terminates if the Water Licence terminates, is abandoned or cancelled, or is amended so as to render this permit unnecessary.
- 7.2** If the Permittee fails to observe or perform any of the covenants, agreements, provisions or conditions contained herein, and such failure continues for a period of 60 days after the giving of the written notice by the Owner to the Permittee of the nature of the failure, the Owner may cancel this permit and the rights herein granted.
- 7.3** If the Owner requires a portion of the Land for a public purpose, the Owner may, in accordance with section 7.4 and on 180 days written notice to the Permittee, cancel this permit and the rights granted herein with respect to no more than 5% of the whole of the Land.

PERMIT OF OCCUPATION FOR WATERWORKS continued...

7.4 Concurrently with the notice referred to in section 7.3, the Owner will give the Permittee written notice that the Owner will, at its cost, relocate the Permittee's works that are materially affected by cancellation under section 7.3 to a different location on the Land or to a location on other land immediately adjacent to the Land ("the New Location"). The New Location must, in the reasonable opinion of the Permittee, be of sufficient size to accommodate the Permittee's works and be equally suitable for the purposes of the Permittee. The Owner will pay for any reasonable costs of moving the Permittee's works to the New Location. If the Permittee's works cannot be moved to the New Location, the Owner will pay to the Permittee the reasonable costs of constructing new works on the New Location. As full compensation for any costs, expenses or damages which the Permittee may incur in connection with the relocation, including disruption and loss of business, the Owner and the Permittee will agree on a lump sum payment and failing agreement, the matter will be referred to arbitration pursuant to Article 10. All other terms and conditions of this permit will apply to the New Location.

7.5 Notwithstanding subsection 5.1 (h), any works or other improvements to the Land that remain unremoved from the Land upon the termination of this permit pursuant to section 7.1 or upon the cancellation of this permit pursuant to section 7.2 shall, at the discretion of the Owner, be forfeited to and become the property of the Owner.

7.6 If the Owner elects to assume ownership of any above-ground works or other improvements pursuant to section 7.5, the Owner may remove them from the Land and the Permittee shall, on demand, compensate the Owner for all costs incurred by the Owner respecting their removal.

7.7 The rights of the Owner and the obligations of the Permittee under section 7.5 and section 7.6 shall, to the extent necessary, survive the expiration or cancellation of this permit.

ARTICLE 8 - NOTICE

8.1 Whenever service of a notice or a document is required under this permit, 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 Permittee, as the case may be, at the addresses specified for each on the first page of this permit, 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.

8.2 Either party may, by notice in writing to the other, specify another address for service of notices under this permit and after another address has been specified under this section, notices shall be mailed to that address in accordance with this Article.

8.3 Notwithstanding section 8.1, any written notice to be served or given by the Owner to the Permittee under this permit shall be effectively given or served by posting the same in a conspicuous place on the Land.

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 Permittee 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 Permittee.

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 permit shall not entitle the Permittee to exclusive use or possession of the Land and the Owner may for any purpose grant to other persons interests in the Land or rights to enter on, use or occupy the Land, or may otherwise authorize other persons to enter on, use or occupy the land, so long as the grant or authorization does not materially affect the exercise of the Permittee's rights hereunder. The question of whether a grant materially affects the exercise of the Permittee's rights hereunder shall be determined by the Owner acting reasonably.

9.4 The terms and provisions of this permit shall extend to, be binding upon and enure to the benefit of the Owner and the Permittee and their successors and permitted assigns.

9.5 The Permittee who conveys or otherwise disposes of the estate in fee simple to the Appurtenant Property (the "Transferor"):

- (a) remains liable for any breach of or non-observance or non-performance of the covenants, agreements, provisions or conditions contained herein that occur before that conveyance or other disposition; but
- (b) if the Transferor obtains and delivers to the Owner within 60 days of the conveyance or other disposition an agreement in the form set out in Schedule "B" and entitled "Acknowledgement of Assignment and Assumption", signed by the Transferor and by the Permittee to whom the estate has been conveyed or otherwise disposed of (the "Transferee"), the Transferor is not liable for any breaches of or non-observance of or non-performance of the covenants, agreements, provisions or conditions contained herein that occur after that delivery.

9.6 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 permit 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.

PERMIT OF OCCUPATION FOR WATERWORKS continued...**ARTICLE 11 - INTERPRETATION**

11.1 In this permit, 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 permit 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 permit or any part of a section is found to be illegal or unenforceable, that part and section of this permit shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this permit 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)

)

_____))

Name)

_____))

Address)

_____))

Authorized Signatory

SCHEDULE "A"

Legal Description

PERMIT OF OCCUPATION FOR WATERWORKS continued...

SCHEDULE "B"

Acknowledgement of Assignment and Assumption

THIS AGREEMENT dated for reference this _____ day of _____, _____.

BETWEEN:

NISGA'A NATION
(the "Owner")

AND:

(the "Transferor")

AND:

(the "Transferee")

WHEREAS the Transferor has held a permit (the "Permit of Occupation") granted by the Owner for the occupation of a certain parcel of Nisga'a Lands (the "Land");

AND WHEREAS the Permit of Occupation is appurtenant to certain property (the "Appurtenant Property") and passes with the estate in fee simple to the Appurtenant Property;

AND WHEREAS the Transferor has conveyed or otherwise disposed of to the Transferee the estate in fee simple to the Appurtenant Property;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sums of \$1.00, now paid by each party to each of the others, the receipt of sufficiency of which each party hereby acknowledges, and in further consideration of the mutual covenants and agreements herein set out, the parties covenant and agree as follows:

1. In this Agreement:

"Appurtenant Property" means (*legal description*) _____
_____;

"Land" means (*description from permit*) _____
_____;

"Permit of Occupation" means the permit to occupy the Land granted by the Owner on (*effective date of Treaty*) _____
_____, _____ to the holder of British Columbia Conditional Water Licence _____;

“Permittee” means the holder of the Permit of Occupation;

“Transfer” means the conveyance or other disposition by the Transferor to the Transferee of the estate in fee simple to the Appurtenant Property on *(date of transfer)* _____

2. The Transferor hereby acknowledges and agrees that by the Transfer and from and after the date of the Transfer, the Transferor has absolutely assigned to the Transferee all of the Transferor’s right to occupy the Land as the Permittee pursuant to the Permit of Occupation, a copy of which is attached hereto.
3. The Transferee hereby acknowledges and agrees that by the Transfer and from and after the date of the Transfer, the Transferee has assumed from the Transferor all of the obligations of the Permittee pursuant to the Permit of Occupation and is bound by all of the covenants, agreements, provisions or conditions contained therein.
4. The Owner hereby acknowledges and agrees that, by the Transfer and from and after the date of the Transfer, the Transferee has the right to occupy the Land as the Permittee pursuant to the Permit of Occupation.

IN WITNESS WHEREOF each of the Owner, the Transferor and the Transferee has executed this Agreement as of the date and year first above written.

SIGNED by a duly authorized signatory of)

in the presence of:)

)

_____)

Name)

_____)

Address)

_____)

OWNER

SIGNED by a duly authorized signatory of)

in the presence of:)

)

_____)

Name)

_____)

Address)

_____)

TRANSFEROR

PERMIT OF OCCUPATION FOR WATERWORKS continued...

SIGNED by a duly authorized signatory of)
 in the presence of:)

_____))

Name _____))

_____))

Address _____))

_____))

 TRANSFEREE

APPENDIX C-2**DOCUMENT 12****SPECIAL USE PERMIT FOR
FORESTRY OPERATIONS**

THIS AGREEMENT made this _____ day of _____, 199

BETWEEN:

NISGA'A NATION,

of _____
(the "Owner")

AND:

_____, of _____

("the Permittee")

Whereas the Owner has agreed to grant to the Permittee a permit 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 Permittee, the parties agree as follows:

ARTICLE 1 - GRANT OF PERMIT

1.1 The Owner, on the terms set forth herein, hereby grants to the Permittee a permit to enter on and use the Land for the purpose of

ARTICLE 2 - DURATION

2.1 The duration of the permit and the rights herein granted shall be for a term of five years commencing on the ___ day of _____, 199__ (the "Commencement Date") unless cancelled in accordance with Article 6.

SPECIAL USE PERMIT FOR FORESTRY OPERATIONS continued...**ARTICLE 3 - PERMIT FEE**

3.1 On the Commencement Date, and on each annual anniversary of the Commencement Date over the term of this permit, the Permittee shall pay to the Owner a permit fee in the amount of \$100.

ARTICLE 4 - COVENANTS OF THE PERMITTEE

4.1 The Permittee covenants with the Owner:

- (a) to pay the permit fee due at the address of the Owner set out above or at such other place as the Owner may specify from time to time by the giving of notice to the Permittee in accordance with Article 8;
- (b) 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 Permittee's improvements thereon (the "Realty Taxes") that the Permittee 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 in any way affecting the Land and improvements situate thereon, or their use and occupation;
- (d) not to commit or suffer any wilful or voluntary waste, spoil or destruction on the Land or do or suffer to be done thereon by its employees, contractors, agents, invitees or anyone for whom the Permittee is responsible at law anything that may be or become a nuisance to the Owner or occupiers of adjoining land;
- (e) 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 Permittee required to be observed by the Permittee pursuant to this permit;
- (f) to indemnify and save the Owner harmless 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 permit by the Permittee, or
 - (ii) any personal injury, death or property damage, arising out of the Permittee's use and occupation of the Land
 and the Owner may add the amount of such losses, damages, costs and liabilities to the permit fee and the amount so added shall be payable to the Owner immediately;
- (g) 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 Permittee;
- (h) to permit the Owner or its authorized representative to enter upon the Land at any time to examine its condition;
- (i) on the expiration or at the earlier cancellation of this permit:
 - (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 Permittee, whether before or after the Commencement Date,

- (iii) if reasonably required by the Owner, to cause an independent site assessment of the Land to be performed by a qualified environmental consultant acceptable to the Owner, and
 - (iv) to restore the Land to a safe, clean, sanitary and environmentally sound condition, including by revegetation where required to prevent erosion, satisfactory to the Owner, acting reasonably
- and to the extent necessary, this covenant shall survive the expiration or cancellation of this permit;
- (j) to effect, and keep in force during the term, insurance protecting the Owner and the Permittee (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 \$1,000,000.00; except that the Owner may, in its sole discretion, waive the requirements of this subsection on the delivery to the Owner of evidence that the Permittee is self insured;
 - (k) notwithstanding subsection (j), the Owner may from time to time notify the Permittee that the amount of insurance posted by the Permittee pursuant to that subsection be changed and the Permittee shall, within 60 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 Permittee is self-insuring this section shall not apply;
 - (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;
 - (m) to erect such fences or gates on the Land that the Owner, acting reasonably, may direct by notice in writing to the Permittee;
 - (n) to undertake fire prevention and fire suppression measures as if the Land were within the Permittee's "area of operation" and the activities permitted herein were "industrial activities" under the *Forest Practices Code of British Columbia Act, RSBC 1996*;
 - (o) not to deposit or permit to be deposited on the Land any slash or refuse, unless the Permittee has first obtained from the Owner a permit specifying the conditions of such deposit;
 - (p) before cutting any timber, erecting any building or other structure, or making any other improvement to the Land, to submit to the Owner a plan showing the location of the cutting or the location and specifications of the building, structure or other improvement proposed for the Land;
 - (q) not to:
 - (i) cut any timber on the Land,
 - (ii) erect any building or other improvement on the Land, or
 - (iii) sell, lease or otherwise dispose of, except bona fide by way of security, any building or other improvement on the Land
 without the prior written consent of the Owner.

SPECIAL USE PERMIT FOR FORESTRY OPERATIONS continued...**ARTICLE 5 - ASSIGNMENT**

5.1 The Permittee shall not assign this permit or grant a subpermit of any part of the Land without the prior written consent of the Owner.

ARTICLE 6 - CANCELLATION

6.1 If the Permittee fails to observe or perform any term contained herein, and such failure continues for a period of 60 days after the giving of written notice by the Owner to the Permittee of the nature of the failure, the Owner may cancel this permit.

6.2 If this permit is taken in execution or attachment by any person or the Permittee commits an act of bankruptcy, becomes insolvent, is petitioned into bankruptcy or voluntarily enters into an arrangement with its creditors, the Owner may, on 90 days written notice to the Permittee, cancel this permit and the rights herein granted.

6.3 If the Permittee ceases to use the Land for the purposes permitted herein and the Permittee 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 permit and the rights herein granted.

6.4 The Permittee may deliver a written notice to the Owner cancelling this permit and thereafter the permit 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, apparatus, or other improvements to the Land that remain unremoved from the Land:

- (a) upon the cancellation of this permit pursuant to section 6.1 or section 6.4; or
- (b) thirty days after the expiration of this permit or the cancellation of this permit pursuant to section 6.2 or section 6.3;

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 building, machinery, plant equipment, apparatus or other improvements to the Land pursuant to section 6.5, the Owner may remove them from the land and the Permittee shall, on demand, compensate the Owner for all costs incurred by the Owner respecting their removal.

6.7 The rights of the Owner and the obligations of the Permittee under section 6.5 and section 6.6 shall, to the extent necessary, survive the expiration or cancellation of this permit.

ARTICLE 7 - SECURITY

7.1 The security in the sum of \$ and all rights, privileges, benefits and interests accruing thereto delivered by the Permittee to the Owner (herein called the "Security") to guarantee the performance of the Permittee's obligations under this permit shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed. The Owner may, in its sole discretion, waive the requirements of this section.

7.2 In the event the Permittee 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 permit.

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 Permittee, demand the amount to be changed to that specified in a notice and the Permittee 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 permit, 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 Permittee, as the case may be, at the addresses specified for each on the first page of this permit, 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 permit 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 Permittee 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 Permittee.

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 permit shall not entitle the Permittee 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 Permittee's rights hereunder. The question of whether a grant materially affects the exercise of the Permittee's rights hereunder shall be determined by the Owner acting reasonably.

9.4 The terms and provisions of this permit 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.

SPECIAL USE PERMIT FOR FORESTRY OPERATIONS continued...**ARTICLE 10 - DISPUTE RESOLUTION**

10.1 In this Article, "dispute" means any dispute arising out of or in connection with this license 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 permit, 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 permit 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 permit 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 permit, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this permit 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

SPECIAL USE PERMIT FOR FORESTRY OPERATIONS continued...

LEGAL DESCRIPTION SCHEDULE

1. Legal Description

2. Sketch Plan

APPENDIX C - 2
DOCUMENT 13

LEASES

Leases on file at the Department of Indian Affairs and
Northern Development, British Columbia Regional Office

and

at the Office of The Nisga'a Tribal Council

APPENDIX C - 3

**APPLICABLE FORMS OF DOCUMENT FOR PUBLIC
UTILITY TRANSMISSION AND DISTRIBUTION
FACILITIES IN PART 2 OF APPENDIX C-1**

- Document 1** Grant of Right of Way and Licence for Public Utility
Works to British Columbia Hydro and Power Authority (Hydro) and
- Document 2** Grant of Right of Way and Licence for Telecommunications to BC TEL.

APPENDIX C-3

DOCUMENT 1

GRANT OF RIGHT OF WAY AND LICENCE FOR PUBLIC UTILITY WORKS TO BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

This Agreement is dated _____, _____

BETWEEN:

NISGA'A NATION

[insert address]

(the "Nisga'a Nation")

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, continued under
the Hydro and Power Authority Act, RSBC 1996, c. 212

[insert address]

("Hydro")

WHEREAS:

- A.** The Nisga'a Nation, Canada and British Columbia have entered into the Nisga'a Final Agreement.
- B.** The Nisga'a Nation wishes to grant to Hydro rights on Nisga'a Lands for Hydro Works existing on Nisga'a Lands on the effective date.

Therefore for good and valuable consideration the Nisga'a Nation and Hydro agree as follows:

1. Definitions

"BC TEL" means BC TEL, and its successors and assigns.

"**Final Agreement**" means the Nisga'a Final Agreement between the Nisga'a Nation, Canada and British Columbia.

"**Hydro Purposes**" means the transmission and distribution of electric energy and telecommunications.

"**Hydro Works**" means poles, towers, antennae (except for monopole free standing antennae), anchors, guy wires, brackets, cross arms, insulators, transformers, overhead and underground conductors, wires, lines and cables, underground conduits and pipes, access nodes, all ancillary appliances and fittings, reasonably required associated protective

GRANT OF RIGHT OF WAY AND LICENCE FOR PUBLIC UTILITY WORKS continued...

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.

"Hydro Right of Way Area" means those portions of Nisga'a Lands as described in Schedule A attached to this Agreement.

"Licensed Hydro Works" means, collectively, any Hydro Works, and any access roads within the Vegetation Management Area, that, on the effective date, are located on Nisga'a Lands outside of:

- (a) a Crown road right of way area;
- (b) a Hydro Right of Way Area;
- (c) a right of way area granted to BC TEL on which Hydro is BC TEL's licensee; or
- (d) an area in respect of which, on the effective date, the Nisga'a Nation grants Hydro rights under a separate instrument.

"Vegetation Management Area" means the Hydro Right of Way Area together with the area 10 metres on both sides of the Hydro Right of Way Area.

2. Relationship to Final Agreement

This Agreement is made under the Final Agreement, and defined terms in the Final Agreement will have the same meaning in this Agreement.

3. Rights on Hydro Right of Way Area

The Nisga'a Nation grants to Hydro, and its employees, representatives, agents, contractors, licensees and assignees, the full, free and uninterrupted right, liberty and right of way, for Hydro Purposes, as follows:

- (a) to construct, excavate for, erect, string, or otherwise install, operate, maintain, repair, alter, upgrade, remove and replace Hydro Works over, upon and under the Hydro Right of Way Area;
- (b) to trim or remove all or any trees, growth or vegetation now or hereafter on the Vegetation Management Area that may in the reasonable opinion of Hydro create a hazard or interfere with the Hydro Works or the carrying out of any of the Hydro Purposes, except that Hydro shall take all reasonable steps, including where appropriate planting of suitable replacement vegetation, to avoid erosion or other damage;
- (c) to conduct vegetation management upon the Vegetation Management Area, such as the planting of vegetation compatible with use for Hydro Purposes, and the application of herbicides and pesticides provided that:
 - (i) Hydro will not conduct any aerial application of herbicides or pesticides on the Hydro Right of Way Area or other Nisga'a Lands; and
 - (ii) Hydro will obtain all permits and approvals as required by authorities having jurisdiction, including any such permits or approvals required by the Nisga'a Nation, for the use of any herbicides or pesticides;
- (d) to clear the Hydro Right of Way Area and keep it cleared of all or any part of any obstructions that may in the reasonable opinion of Hydro create a hazard or interfere with the Hydro Works or the carrying out of any of the Hydro Purposes;
- (e) to install, maintain and use gates in all fences constructed by others which are now or hereafter shall be on the Hydro Right of Way Area and in fences across roads in the Vegetation Management Area;

- (f) to ground any structures, installation or things, by whomsoever owned, from time to time situated anywhere on the Hydro Right of Way Area or adjacent Nisga'a Lands where, in the reasonable opinion of Hydro, such grounding will eliminate or reduce hazard to persons;
- (g) to pass and repass over the Hydro Right of Way Area with or without equipment, machinery and materials as reasonably required by Hydro, and to construct, maintain, repair, replace and use trails, roads and bridges on the Hydro Right of Way Area as reasonably required to obtain access to the Hydro Works; and
- (h) to generally do all acts or things necessary in connection with the foregoing.

4. Non Exclusive Use

This Agreement will not entitle Hydro to exclusive possession of the Hydro Right of Way Area or other parts of the Nisga'a Lands and the Nisga'a Nation reserves the right to grant other dispositions of the Vegetation Management Area, including the Hydro Right of Way Area, so long as the grant does not materially affect the exercise of Hydro's rights under this Agreement.

5. BC TEL

Hydro will cooperate and enter into agreements with BC TEL in the same manner as Hydro and BC TEL cooperate and enter into agreements elsewhere in British Columbia, to share the use of poles, ducts and other works.

6. Licence For Hydro Works Located Outside Rights of Way

The Nisga'a Nation grants to Hydro, and its employees, representatives, agents, contractors, licensees and assignees, as of the effective date, a licence for all Licensed Hydro Works to use and occupy Nisga'a Lands on the following terms:

- (a) the licence is irrevocable so long as Hydro requires the use of the Licensed Hydro Works for Hydro Purposes, unless the Licensed Hydro Works are included within a Crown road right of way area or Hydro Right of Way Area under this paragraph;
- (b) for the Licensed Hydro Works, Hydro holds the same rights, privileges and obligations, including all indemnity obligations, as apply to Hydro for the use of the Hydro Right of Way Area under this Agreement, and including the right of reasonable access onto the Nisga'a Lands for the purpose of gaining access to the Licensed Hydro Works;
- (c) if at any time in the course of maintenance or operations Hydro replaces or makes significant repairs to Licensed Hydro Works which are adjacent to a Crown road right of way area or a Hydro Right of Way Area then, upon written notice from the Nisga'a Nation and provided the relocation does not result in significant increased costs, and for a Crown road right of way area if the relocation is acceptable to British Columbia, Hydro will relocate the Licensed Hydro Works on to the adjacent right of way area, and the licence for those Licensed Hydro Works will be terminated;
- (d) the Nisga'a Nation may at any time at no cost to Hydro require Hydro to enter into an agreement to extend the Hydro Right of Way Area so as to incorporate within the Hydro Right of Way Area any Licensed Hydro Works designated by the Nisga'a Nation and upon the appropriate extension of the Hydro Right of Way Area the licence for those Licensed Hydro Works will be terminated;
- (e) the Nisga'a Nation may at any time require Hydro to relocate Licensed Hydro Works designated by the Nisga'a Nation to another location on Nisga'a Lands, including on to

GRANT OF RIGHT OF WAY AND LICENCE FOR PUBLIC UTILITY WORKS continued...

an adjacent Crown road right of way area if acceptable to British Columbia, or to a Hydro Right of Way Area and in that event:

- (i) if the new location is reasonably suitable for use for Hydro Works considering construction, maintenance and operation and costs, Hydro will proceed with the relocation;
- (ii) the Nisga'a Nation will give reasonable notice to permit design, planning and construction of the Hydro Works to be relocated;
- (iii) the Nisga'a Nation will pay all reasonable costs, including costs of design, supervision and construction; and
- (iv) upon relocation, this licence is extended to the relocated Hydro Works, except if the relocated Hydro Works are located on a Crown road right of way area or a Hydro Right of Way Area, then the license for those Hydro Works will be terminated.

7. Duration

The rights, liberties and rights of way granted under this Agreement are for so long as required and will terminate, without compensation to Hydro, when Hydro no longer requires the Hydro Right of Way Area, and:

- (a) Hydro gives 90 days written notice to the Nisga'a Nation; or
- (b) the Nisga'a Nation gives 90 days written notice to Hydro.

8. Work Plans For Hydro Works

Except in an emergency, Hydro will provide to the Nisga'a Nation a written work plan describing proposed work on or related to a Hydro Right of Way Area prior to undertaking any of the following work:

- (a) installation of any new transmission or distribution lines;
- (b) relocation of any transmission or distribution lines;
- (c) trimming or removal of any trees, growth or vegetation on or adjacent to a Hydro Right of Way Area, including the Vegetation Management Area;
- (d) constructing any new trails, roads or bridges on the Hydro Right of Way Area.

Hydro will provide the work plan in time to afford the Nisga'a Nation the opportunity to comment, and Hydro will use reasonable efforts to accommodate any suggestions or requests presented by the Nisga'a Nation provided they do not result in significant increased costs.

9. Insurance and Security

If British Columbia requires Hydro to carry insurance, to provide security, or both, in relation to rights of way granted to Hydro by British Columbia, then on request of the Nisga'a Nation, Hydro will obtain insurance, security, or both, for the benefit of the Nisga'a Nation on terms substantially the same as required by British Columbia.

10. Access to Hydro Rights of Way

If for any reason Hydro is unable to obtain reasonable access to any Hydro Works from the Hydro Right of Way Area, a Crown road, a Nisga'a road or a Hydro private access right of way, then the Nisga'a Nation will, where land access is reasonably practicable, on application from Hydro, grant Hydro the right to cross Nisga'a Lands to provide Hydro access on terms substantially the same as contained in Document 3 of Appendix C4 to the Final Agreement.

11. Hazardous Trees Adjacent to Hydro Right of Way

Hydro may remove any tree located on Nisga'a Lands which by falling or otherwise may endanger any Hydro Works, but, except in an emergency, will give the Nisga'a Nation prior written notice.

12. Protection of the Environment

Hydro will undertake activities permitted under this Agreement having regard for the impact on the environment, and will take prudent measures to minimize damage or disruption to the environment.

13. Replacement Right of Way

If a material change occurs to lands which for any reason makes the continued use of any portion of the Hydro Right of Way Area unsuitable for the Hydro Purposes, then the Nisga'a Nation will, without charge, grant a replacement right of way to Hydro for construction of the replacement Hydro Works, as follows:

- (a) Hydro will, before undertaking any work, deliver a work plan to the Nisga'a Nation indicating the location of the contemplated replacement right of way area, for approval by the Nisga'a Nation which approval will not be unreasonably withheld;
- (b) Hydro will take into account the effect of the replacement right of way area on adjacent Nisga'a Lands, and any unique aspects of these lands, and the Nisga'a Nation will take into account the cost efficiencies of the location selected by Hydro for a replacement right of way area in relation to alternative locations;
- (c) the replacement right of way agreement will be on the same terms and conditions as this Agreement, and the Nisga'a Nation will use its best efforts to ensure that the replacement right of way has the same priority over other charges and encumbrances as this Agreement;
- (d) Hydro will execute a release of this Agreement in relation to the portions of the abandoned Hydro Right of Way Area.

Despite any provision of this paragraph, in an emergency Hydro may, without approval from the Nisga'a Nation, enter on to Nisga'a Lands to undertake all work and take all steps as are reasonably required to be taken immediately in order to restore electrical and telecommunication services, or to ensure safety of persons and property that may be at risk from Hydro Works. Hydro will give notice as soon as reasonably possible to the Nisga'a Nation of any emergency entry.

14. Entry on Nisga'a Lands outside the Hydro Right of Way Area

Hydro, and its employees, representatives, agents, contractors, licensees and assignees, may enter onto Nisga'a Lands outside the Hydro Right of Way Area for the purpose of undertaking works to protect Hydro Works, or to protect persons and property that may be at risk from Hydro Works, as follows:

- (a) Hydro will before commencing any work deliver a written work plan describing the effect and extent of the proposed work on Nisga'a Lands to the Nisga'a Nation for approval;
- (b) the Nisga'a Nation will not unreasonably withhold approval of the work plan, considering the effect of the proposed work, including the cost of the proposed works compared to the cost of alternate solutions, the extent of the risk of not undertaking the work, and the impact on the Nisga'a Lands. If Hydro and the Nisga'a Nation cannot agree on a work plan requested by Hydro within 30 days of receipt by the Nisga'a Nation of the proposed

GRANT OF RIGHT OF WAY AND LICENCE FOR PUBLIC UTILITY WORKS continued...

work plan then either party may refer the disagreement to dispute resolution under Paragraph 21 of this Agreement;

- (c) Hydro will minimize damage to and time spent on Nisga'a Lands;
- (d) Hydro will pay fair compensation, as defined in the Final Agreement, for any interference with or damage to adjacent Nisga'a Lands.

Notwithstanding other provisions of this paragraph or this Agreement, in an emergency Hydro may undertake works and take steps on Nisga'a Lands as are reasonably required to be taken immediately in order to protect Hydro Works, or to protect persons and property that may be at risk from Hydro Works, and in that event Hydro will as soon as reasonably possible notify the Nisga'a Nation in writing.

15. Entry on Nisga'a Lands outside the Crown roads right of way area

The parties' rights and obligations as set out in paragraph 14 apply with respect to Hydro Works located on a Crown roads right of way area.

16. Relocation of Hydro Works

If the Nisga'a Nation requires a portion of a Hydro Right of Way Area for other purposes, then upon request by the Nisga'a Nation Hydro will relocate any Hydro Right of Way Area including the related Hydro Works, to a new location as follows:

- (a) the relocation will proceed only if the new location is reasonably suitable for use for Hydro Works considering construction, maintenance and operation and costs; and
- (b) the Nisga'a Nation will give reasonable notice to permit design, planning and construction of the Hydro Works to be relocated; and
- (c) the Nisga'a Nation will pay all reasonable costs, including costs of design, supervision and construction.

The Nisga'a Nation will extend the Hydro Right of Way Area as reasonably required, so that the extended Hydro Right of Way Area has similar priority over other charges and encumbrances as the original. When a portion of a Hydro Right of Way Area is relocated then the Hydro Right of Way Area for the portion that is abandoned will be terminated.

17. Indemnity

Hydro will indemnify and save harmless the Nisga'a Nation from and against all losses, damages, costs, liabilities, claims, expenses, and suits, including fees of solicitors and other professional advisors, arising out of:

- (a) any breach, violation or non-performance by Hydro of any of Hydro's covenants, conditions or obligations under this Agreement; and
- (b) any personal injury, death, or property damage, including environmental damage, occurring on or to Nisga'a Lands arising from Hydro's use or occupation of Nisga'a Lands under this Agreement,

but not for any claims based on nuisance or the rule in Rylands v Fletcher unless Hydro was negligent.

18. Covenants of Hydro

Hydro covenants with the Nisga'a Nation:

- (a) to pay compensation to the Nisga'a Nation for any damage to buildings, crops (except for trees in the Vegetation Management Area), livestock, drains, ditches, culverts, fences, trails, bridges, roads and fruit, nut or ornamental trees caused by Hydro;

- (b) despite subparagraph (a), to pay compensation to its owner, in accordance with generally accepted principles of timber valuation, for all merchantable timber cut or damaged by Hydro on Nisga'a Lands on or adjacent to the Hydro Right of Way Area, and the parties agree that on payment, title to any timber cut on the Nisga'a Lands under this Agreement vests in Hydro;
- (c) to 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 Hydro Right of Way Area and which Hydro is liable to pay;
- (d) to keep the Hydro Right of Way Area, and any Hydro Works, in a safe, clean and sanitary condition to the extent the condition relates to Hydro's use or occupation of the Hydro Right of Way Area, and on written notice from the Nisga'a Nation, to make safe, clean and sanitary any portion of the Hydro Right of Way Area, or the Hydro Works that contravene the provisions of this covenant, provided that Hydro has no obligation to keep the Hydro Right of Way roads or access roads, suitable for use by anyone except Hydro;
- (e) not to disturb or interfere with any survey monuments, bars or iron pins located on the Nisga'a Lands including the Hydro Right of Way Area;
- (f) not to bury debris or rubbish of any kind on Nisga'a Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds;
- (g) to bury and maintain all underground works as may be required so as not to unduly interfere with the drainage of the Nisga'a Lands;
- (h) not to commit or suffer any wilful or voluntary waste, spoil or destruction on the Hydro Right of Way Area, or anything that may be or become a nuisance or annoyance to the owners of the Nisga'a Lands, except to the extent necessary to carry out any of the Hydro Purposes;
- (i) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority which relate to the Hydro Right of Way Area;
- (j) to permit the Nisga'a Nation to enter upon the Hydro Right of Way Area at any time to examine its condition;
- (k) if for any reason this Agreement terminates with respect to a portion of the Hydro Right of Way Area, to:
 - (i) quit peaceably that portion of the Hydro Right of Way Area;
 - (ii) decommission any Hydro roads and restore the surface of that portion of the Hydro Right of Way Area to a condition to which similar lands are typically restored in the Province of British Columbia, unless otherwise agreed to in writing by the Nisga'a Nation and Hydro at the time of restoration;
 - (iii) remove all above ground Hydro Works from that portion of the Hydro Right of Way Area within a reasonable period of time and in any event within 2 years, and any Hydro Works remaining on that portion of the Hydro Right of Way Area will be absolutely forfeited to and become the property of the Nisga'a Nation. If the Nisga'a Nation removes any remaining above ground Hydro Works within 4 years, Hydro will, on demand by the Nisga'a Nation, reimburse the Nisga'a Nation for all reasonable costs of removal; and

GRANT OF RIGHT OF WAY AND LICENCE FOR PUBLIC UTILITY WORKS continued...

- (iv) remain liable for any environmental damage to the Nisga'a Lands arising from any below ground Hydro Works that remain on or in that portion of the Hydro Right of Way Area after termination, except that if the Nisga'a Nation uses or authorizes the use of the remaining below ground Hydro Works for any purpose then Hydro will not be liable for any environmental damage caused by the Nisga'a Nation use, or authorized use; and to the extent necessary, this covenant will survive the termination of this Agreement; and
- (l) if Hydro, or its employees, representatives, agents, contractors, licensees or assignees, discover any archaeological material on the Hydro Right of Way Area, to take all reasonable steps and precautions to minimize disturbance of that material, and to immediately notify the Nisga'a Nation.

19. Covenants of the Nisga'a Nation

The Nisga'a Nation covenants with Hydro:

- (a) not to use or authorize the use of the portions of the Hydro Right of Way Area designated by Hydro, acting reasonably, as "non-parking areas" for the regular or organized parking of vehicles, provided that nothing in this paragraph is intended to prevent safe temporary parking of vehicles;
- (b) not to park or authorize to be parked on the Hydro Right of Way Area any vehicle or equipment exceeding 25 feet in length under any conductor of 500 kV or higher voltage, unless such vehicle is properly grounded;
- (c) not to use or authorize the use of the Hydro Right of Way Area for fuelling any vehicle or equipment;
- (d) not to use or authorize the use of the Hydro Right of Way Area for any purpose, including the construction of any improvements, that in the reasonable opinion of Hydro would be unsafe or would interfere with Hydro's use of the Hydro Right of Way Area;
- (e) not to carry out blasting or aerial logging operations on or immediately adjacent to the Hydro Right of Way Area without the prior written permission from Hydro, which permission will not be unreasonably withheld or delayed; and
- (f) not to intentionally do or authorize any act or thing that injures or endangers the Hydro Works.

20. Licence

Hydro will not licence the use of the Hydro Right of Way Area, in whole or in part, without the prior written consent of the Nisga'a Nation provided that:

- (a) Hydro may grant a licence to BC Tel for the use of the Hydro Right of Way Area without the consent of the Nisga'a Nation;
- (b) the Nisga'a Nation may attach conditions to its consent to any licence, including the provision of insurance and security, in a form and amount acceptable to the Nisga'a Nation; and
- (c) no licence will act as a release of any of Hydro's obligations as set out in this Agreement.

21. 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 good faith 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 30 days of the notice to mediate under subparagraph (b) 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 of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

22. 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;
- (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) delivered by fax, and it will be deemed received on the next business day; or
 - (iii) mailed by pre-paid post in Canada, and it will be deemed received on the eighth business day following.

23. Runs With the Land

This Agreement runs with and binds Nisga'a Lands, to the extent reasonably necessary to give full force and effect to this Agreement.

24. 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.

25. 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.

26. Successors and Assigns

The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their successors and assigns.

27. 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 include 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 this Agreement;

GRANT OF RIGHT OF WAY AND LICENCE FOR PUBLIC UTILITY WORKS continued...

- (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.

IN WITNESS THEREOF the parties have duly executed this Agreement, as of the date first referred to above.

NISGA'A NATION

Per: _____

Per: _____

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Per: _____

Per: _____

SCHEDULE A - DESCRIPTION OF HYDRO RIGHT OF WAY AREA

APPENDIX C-3

DOCUMENT 2

GRANT OF RIGHT OF WAY AND LICENCE FOR TELECOMMUNICATIONS TO BC TEL

This Agreement is dated _____, _____

BETWEEN:

NISGA'A NATION

[insert address]

(the "Nisga'a Nation")

AND:

BC TEL, a corporation under the laws of Canada

[insert address]

("BC TEL")

WHEREAS:

- A.** The Nisga'a Nation, Canada and British Columbia have entered into the Nisga'a Final Agreement.
- B.** The Nisga'a Nation wishes to grant to BC TEL rights on Nisga'a Lands for BC TEL Works existing on Nisga'a Lands on the effective date.

Therefore for good and valuable consideration the Nisga'a Nation and BC TEL agree as follows:

1. Definitions

"Final Agreement" means the Nisga'a Final Agreement between the Nisga'a Nation, Canada and British Columbia.

"BC TEL Purposes" means telecommunications.

"BC TEL Works" means poles, towers, antennae (except for monopole free standing antennae), anchors, guy wires, brackets, cross arms, insulators, transformers, overhead and underground conductors, wires, lines and cables, underground conduits and pipes, access nodes, 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.

"BC TEL Right of Way Area" means those portions of Nisga'a Lands as described in Schedule A attached to this Agreement.

GRANT OF RIGHT OF WAY AND LICENCE FOR TELECOMMUNICATIONS continued...

“Hydro” means British Columbia Hydro And Power Authority, and its successors and assigns.

“Licensed BC TEL Works” means, collectively, any BC TEL Works, and any access roads within the BC TEL Right of Way Area, that, on the effective date, are located on Nisga'a Lands outside of:

- (a) a Crown road right of way area;
- (b) a BC TEL Right of Way Area,; or
- (c) a right of way area granted to Hydro on which BC TEL is Hydro's licensee;
- (d) an area in respect of which, on the effective date, the Nisga'a Nation grants BCTEL rights under a separate instrument.

2. Relationship to Final Agreement

This Agreement is made under the Final Agreement, and defined terms in the Final Agreement will have the same meaning in this Agreement.

3. Rights on BC TEL Right of Way Area

The Nisga'a Nation grants to BC TEL, and its employees, representatives, agents, contractors, licensees and assignees, the full, free and uninterrupted right, liberty and right of way, for BC TEL Purposes, as follows:

- (a) to construct, excavate for, erect, string, or otherwise install, operate, maintain, repair, alter, upgrade, remove and replace BC TEL Works over, upon and under the BC TEL Right of Way Area;
- (b) to trim or remove all or any trees, growth or vegetation now or hereafter on the BC TEL Right of Way Area that may in the reasonable opinion of BC TEL create a hazard or interfere with the BC TEL Works or the carrying out of any of the BC TEL Purposes, except that BC TEL shall take all reasonable steps, including where appropriate planting of suitable replacement vegetation, to avoid erosion or other damage;
- (c) to conduct vegetation management upon the BC TEL Right of Way Area, such as the planting of vegetation compatible with use for BC TEL Purposes, and the application of herbicides and pesticides provided that:
 - (i) BC TEL will not conduct any aerial application of herbicides or pesticides on the BC TEL Right of Way Area or other Nisga'a Lands; and
 - (ii) BC TEL will obtain all permits and approvals as required by authorities having jurisdiction, including any such permits or approvals required by the Nisga'a Nation, for the use of any herbicides or pesticides;
- (d) to clear the BC TEL Right of Way Area and keep it cleared of all or any part of any obstructions that may in the reasonable opinion of BC TEL create a hazard or interfere with the BC TEL Works or the carrying out of any of the BC TEL Purposes;
- (e) to install, maintain and use gates in all fences constructed by others which are now or hereafter shall be on the BC TEL Right of Way Area;
- (f) to pass and repass over the BC TEL Right of Way Area with or without equipment, machinery and materials as reasonably required by BC TEL, and to construct, maintain, repair, replace and use trails, roads and bridges on the BC TEL Right of Way Area as reasonably required to obtain access to the BC TEL Works; and to generally do all acts or things necessary in connection with the foregoing.

4. Non Exclusive Use

This Agreement will not entitle BC TEL to exclusive possession of the BC TEL Right of Way Area or other parts of the Nisga'a Lands and the Nisga'a Nation reserves the right to grant other dispositions of the BC TEL Right of Way Area so long as the grant does not materially affect the exercise of BC TEL's rights under this Agreement.

5. Hydro

BC TEL will cooperate and enter into agreements with Hydro in the same manner as Hydro and BC TEL cooperate and enter into agreements elsewhere in British Columbia, to share the use of poles, ducts and other works.

6. Licence For BC TEL Works Located Outside Rights of Way

The Nisga'a Nation grants to BC TEL, and its employees, representatives, agents, contractors, licensees and assignees, as of the effective date, a licence for all Licensed BC TEL Works to use and occupy Nisga'a Lands on the following terms:

- (a) the licence is irrevocable so long as BC TEL requires the use of the Licensed BC TEL Works for BC TEL Purposes, unless the Licensed BC TEL Works are included within a Crown road right of way area or BC TEL Right of Way Area under this paragraph;
- (b) for the Licensed BC TEL Works, BC TEL holds the same rights, privileges and obligations, including all indemnity obligations, as apply to BC TEL for the use of the BC TEL Right of Way Area under this Agreement, and including the right of reasonable access onto the Nisga'a Lands for the purpose of gaining access to the Licensed BC TEL Works;
- (c) if at any time in the course of maintenance or operations BC TEL replaces or makes significant repairs to Licensed BC TEL Works which are adjacent to a Crown road right of way area or a BC TEL Right of Way Area then, upon written notice from the Nisga'a Nation and provided the relocation does not result in significant increased costs, and for a Crown road right of way area if the relocation is acceptable to British Columbia, BC TEL will relocate the Licensed BC TEL Works on to the adjacent right of way area, and the licence for those Licensed BC TEL Works will be terminated;
- (d) the Nisga'a Nation may at any time at no cost to BC TEL require BC TEL to enter into an agreement to extend the BC TEL Right of Way Area so as to incorporate within the BC TEL Right of Way Area any Licensed BC TEL Works designated by the Nisga'a Nation and upon the appropriate extension of the BC TEL Right of Way Area the licence for those Licensed BC TEL Works will be terminated;
- (e) the Nisga'a Nation may at any time require BC TEL to relocate Licensed BC TEL Works designated by the Nisga'a Nation to another location on Nisga'a Lands including on to an adjacent Crown road right of way area if acceptable to British Columbia, or to a BC TEL Right of Way Area and in that event:
 - (i) if the new location is reasonably suitable for use for BC TEL Works considering construction, maintenance and operation and costs BC TEL will proceed with the relocation;
 - (ii) the Nisga'a Nation will give reasonable notice to permit design, planning and construction of the BC TEL Works to be relocated;
 - (iii) the Nisga'a Nation will pay all reasonable costs, including costs of design, supervision and construction; and

GRANT OF RIGHT OF WAY AND LICENCE FOR TELECOMMUNICATIONS continued...

- (iv) upon relocation, this licence is extended to the relocated BC TEL Works, except if the relocated BC TEL Works are located on a Crown road right of way area or a BC TEL Right of Way Area, then the license for those BC TEL Works will be terminated.

7. Duration

The rights, liberties and rights of way granted under this Agreement are for so long as required and will terminate, without compensation to BC TEL, when BC TEL no longer requires the BC TEL Right of Way Area, and:

- (a) BC TEL gives 90 days written notice to the Nisga'a Nation; or
- (b) the Nisga'a Nation gives 90 days written notice to BC TEL.

8. Work Plans For BC TEL Works

Except in an emergency BC TEL will provide to the Nisga'a Nation a written work plan describing proposed work on or related to a BC TEL Right of Way Area prior to undertaking any of the following work:

- (a) installation of any new telecommunication lines;
- (b) relocation of any telecommunication lines;
- (c) trimming or removal of any trees, growth or vegetation on or adjacent to a BC TEL Right of Way Area;
- (d) constructing any new trails, roads or bridges on the BC TEL Right of Way Area.

BC TEL will provide the work plan in time to afford the Nisga'a Nation the opportunity to comment, and BC TEL will use reasonable efforts to accommodate any suggestions or requests presented by the Nisga'a Nation provided they do not result in significant increased costs.

9. Insurance and Security

If British Columbia requires BC TEL to carry insurance, to provide security, or both, in relation to rights of way granted to BC TEL by British Columbia, then on request of the Nisga'a Nation, BC TEL will obtain insurance, security, or both, for the benefit of the Nisga'a Nation on terms substantially the same as required by British Columbia.

10. Access to BC TEL Rights of Way

If for any reason BC TEL is unable to obtain reasonable access to any BC TEL Works from the BC TEL Right of Way Area, a Crown road, a Nisga'a road or a BC TEL private access right of way, then the Nisga'a Nation will, where land access is reasonably practicable, on application from BC TEL, grant BC TEL the right to cross Nisga'a Lands to provide BC TEL access on terms substantially the same as contained in Document 3 of Appendix C-4 to the Final Agreement.

11. Protection of the Environment

BC TEL will undertake activities permitted under this Agreement having regard for the impact on the environment, and will take prudent measures to minimize damage or disruption to the environment.

12. Replacement Right of Way

If a material change occurs to lands which for any reason makes the continued use of any portion of the BC TEL Right of Way Area unsuitable for the BC TEL Purposes, then the Nisga'a Nation will, without charge, grant a replacement right of way to BC TEL for construction of the replacement BC TEL Works, as follows:

- (a) BC TEL will, before undertaking any work, deliver a work plan to the Nisga'a Nation indicating the location of the contemplated replacement right of way area, for approval by the Nisga'a Nation which approval will not be unreasonably withheld;
- (b) BC TEL will take into account the effect of the replacement right of way area on adjacent Nisga'a Lands, and any unique aspects of these lands, and the Nisga'a Nation will take into account the cost efficiencies of the location selected by BC TEL for a replacement right of way area in relation to alternative locations;
- (c) the replacement right of way agreement will be on the same terms and conditions as this Agreement, and the Nisga'a Nation will use its best efforts to ensure that the replacement right of way has the same priority over other charges and encumbrances as this Agreement;
- (d) BC TEL will execute a release of this Agreement in relation to the portions of the abandoned BC TEL Right of Way Area.

Despite any provision of this paragraph, in an emergency BC TEL may, without approval from the Nisga'a Nation, enter on to Nisga'a Lands to undertake all work and take all steps as are reasonably required to be taken immediately in order to restore electrical and telecommunication services, or to ensure safety of persons and property that may be at risk from BC TEL Works. BC TEL will give notice as soon as reasonably possible to the Nisga'a Nation of any emergency entry.

13. Entry on Nisga'a Lands outside the BC TEL Right of Way Area

BC TEL, and its employees, representatives, agents, contractors, licensees and assignees, may enter onto Nisga'a Lands outside the BC TEL Right of Way Area for the purpose of undertaking works to protect BC TEL Works, or to protect persons and property that may be at risk from BC TEL Works, as follows:

- (a) BC TEL will before commencing any work deliver a written work plan describing the effect and extent of the proposed work on Nisga'a Lands to the Nisga'a Nation for approval;
- (b) the Nisga'a Nation will not unreasonably withhold approval of the work plan, considering the effect of the proposed work, including the cost of the proposed works compared to the cost of alternate solutions, the extent of the risk of not undertaking the work, and the impact on the Nisga'a Lands. If BC TEL and the Nisga'a Nation cannot agree on a work plan requested by BC TEL within 30 days of receipt by the Nisga'a Nation of the proposed work plan then either party may refer the disagreement to dispute resolution under Paragraph 21 of this Agreement;
- (c) BC TEL will minimize the damage to and time spent on Nisga'a Lands;
- (d) BC TEL will pay fair compensation, as defined in the Final Agreement, for any interference with or damage to adjacent Nisga'a Lands.

Notwithstanding other provisions of this paragraph or this Agreement, in an emergency BC TEL may undertake works and take steps on Nisga'a Lands as are reasonably required to be taken immediately in order to protect BC TEL Works, or to protect persons and property that may be at risk from BC TEL Works, and in that event BC TEL will as soon as reasonably possible notify the Nisga'a Nation in writing.

GRANT OF RIGHT OF WAY AND LICENCE FOR TELECOMMUNICATIONS continued...**14. Entry on Nisga'a Lands outside the Crown roads right of way area**

The parties' rights and obligations as set out in paragraph 13 apply with respect to BC TEL Works located on a Crown road right of way area.

15. Relocation of BC TEL Works

If the Nisga'a Nation requires a portion of a BC TEL Right of Way Area for other purposes, then upon request by the Nisga'a Nation, BC TEL will relocate any BC TEL Right of Way Area including the related BC TEL Works, to a new location as follows:

- (a) the relocation will proceed only if the new location is reasonably suitable for use for BC TEL Works considering construction, maintenance and operation and costs; and
- (b) the Nisga'a Nation will give reasonable notice to permit design, planning and construction of the BC TEL Works to be relocated; and
- (c) the Nisga'a Nation will pay all reasonable costs, including costs of design, supervision and construction.

The Nisga'a Nation will extend the BC TEL Right of Way Area as reasonably required, so that the extended BC TEL Right of Way Area has similar priority over other charges and encumbrances as the original. When a portion of a BC TEL Right of Way Area is relocated then the BC TEL Right of Way Area for the portion that is abandoned will be terminated.

16. Indemnity

BC TEL will indemnify and save harmless the Nisga'a Nation from and against all losses, damages, costs, liabilities, claims, expenses, and suits, including fees of solicitors and other professional advisors, arising out of:

- (a) any breach, violation or non-performance by BC TEL of any of BC TEL's covenants, conditions or obligations under this Agreement; and
- (b) any personal injury, death, or property damage, including environmental damage, occurring on or to Nisga'a Lands arising from BC TEL's use or occupation of Nisga'a Lands under this Agreement.

17. Covenants of BC TEL

BC TEL covenants with the Nisga'a Nation:

- (a) to pay compensation to the Nisga'a Nation for any damage to buildings, crops (except for trees in the BC TEL Right of Way Area), livestock, drains, ditches, culverts, fences, trails, bridges, roads and fruit, nut or ornamental trees caused by BC TEL;
- (b) despite subparagraph (a), to pay compensation to its owner, in accordance with generally accepted principles of timber valuation, for all merchantable timber cut or damaged by BC TEL on Nisga'a Lands on or adjacent to the BC TEL Right of Way Area, and the parties agree that, on payment, title to any timber cut on the Nisga'a Lands under this Agreement vests in BC TEL;
- (c) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of BC TEL which relate to the BC TEL Right of Way Area and which BC TEL is liable to pay;
- (d) to keep the BC TEL Right of Way Area, and any BC TEL Works, in a safe, clean and sanitary condition to the extent the condition relates to BC TEL's use or occupation of

the BC TEL Right of Way Area, and on written notice from the Nisga'a Nation, to make safe, clean and sanitary any portion of the BC TEL Right of Way Area, or the BC TEL Works that contravene the provisions of this covenant;

- (e) not to disturb or interfere with any survey monuments, bars or iron pins located on the Nisga'a Lands including the BC TEL Right of Way Area;
- (f) not to bury debris or rubbish of any kind on Nisga'a Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds;
- (g) to bury and maintain all underground works as may be required so as not to unduly interfere with the drainage of the Nisga'a Lands;
- (h) not to commit or suffer any wilful or voluntary waste, spoil or destruction on the BC TEL Right of Way Area, or anything that may be or become a nuisance or annoyance to the owners of the Nisga'a Lands, except to the extent necessary to carry out any of the BC TEL Purposes;
- (i) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority which relate to the BC TEL Right of Way Area;
- (j) to permit the Nisga'a Nation to enter upon the BC TEL Right of Way Area at any time to examine its condition;
- (k) if for any reason this Agreement terminates with respect to a portion of the BC TEL Right of Way Area, to:
 - (i) quit peaceably that portion of the BC TEL Right of Way Area;
 - (ii) decommission any BC TEL roads and restore the surface of that portion of the BC TEL Right of Way Area to a condition to which similar lands are typically restored in the Province of British Columbia, unless otherwise agreed to in writing by the Nisga'a Nation and BC TEL at the time of restoration;
 - (iii) remove all above ground BC TEL Works from that portion of the BC TEL Right of Way Area within a reasonable period of time and in any event within 2 years, and any BC TEL Works remaining on that portion of the BC TEL Right of Way Area will be absolutely forfeited to and become the property of the Nisga'a Nation. If the Nisga'a Nation removes any remaining above ground BC TEL Works within 4 years, BC TEL will, on demand by the Nisga'a Nation, reimburse the Nisga'a Nation for all reasonable costs of removal; and
 - (iv) remain liable for any environmental damage to the Nisga'a Lands arising from any below ground BC TEL Works that remain on or in that portion of the BC TEL Right of Way Area after termination, except that if the Nisga'a Nation uses or authorizes the use of the remaining below ground BC TEL Works for any purpose then BC TEL will not be liable for any environmental damage caused by the Nisga'a Nation use, or authorized use;

and to the extent necessary, this covenant will survive the termination of this Agreement; and

- (l) if BC TEL, or its employees, representatives, agents, contractors, licensees or assignees, discover any archaeological material on the BC TEL Right of Way Area, to take all reasonable steps and precautions to minimize disturbance of that material, and to immediately notify the Nisga'a Nation.

GRANT OF RIGHT OF WAY AND LICENCE FOR TELECOMMUNICATIONS continued...**18. Covenants of the Nisga'a Nation**

The Nisga'a Nation covenants with BC TEL:

- (a) not to use or authorize the use of the BC TEL Right of Way Area for any purpose, including the construction of any improvements, that in the reasonable opinion of BC TEL would be unsafe or would interfere with BC TEL's use of the BC TEL Right of Way Area;
- (b) not to carry out blasting or aerial logging operations on or immediately adjacent to the BC TEL Right of Way Area without the prior written permission from BC TEL, which permission will not be unreasonably withheld or delayed; and
- (c) not to intentionally do or authorize any act or thing that injures or endangers the BC TEL Works.

19. Licence

BC TEL will not licence the use of the BC TEL Right of Way Area, in whole or in part, without the prior written consent of the Nisga'a Nation provided that:

- (a) BC TEL may, despite any limitations in the grants and authorizations to BC TEL in this Agreement, grant a licence to Hydro for the use of the BC TEL Right of Way Area for the transmission and distribution of electric energy and telecommunications, without the consent of the Nisga'a Nation. Any licence to Hydro will be deemed to include the right, exclusively for Hydro's benefit, to remove any tree located on Nisga'a Lands which by falling or otherwise may endanger any of Hydro's works, and, except in an emergency, Hydro will be required to give the Nisga'a Nation prior written notice of the exercise of this right outside the BC TEL Right of Way Area;
- (b) the Nisga'a Nation may attach conditions to its consent to any licence, including the provision of insurance and security, in a form and amount acceptable to the Nisga'a Nation; and
- (c) no licence will act as a release of any of BC TEL's obligations as set out in this Agreement.

20. Assignment

Despite paragraph 19, BC TEL may, without the consent of the Nisga'a Nation, assign its interest in this Agreement to an affiliate (as defined in the Company Act) of BC TEL provided that BC TEL gives 120 days notice in writing of this change.

21. 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 good faith 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 30 days of the notice to mediate under subparagraph (b) 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 of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

22. 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;
- (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) delivered by fax, and it will be deemed received on the next business day; or
 - (iii) mailed by pre-paid post in Canada, and it will be deemed received on the eighth business day following.

23. Runs With the Land

This Agreement runs with and binds Nisga'a Lands, to the extent reasonably necessary to give full force and effect to this Agreement.

24. 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.

25. 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.

26. Successors and Assigns

The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their successors and assigns.

27. 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 include 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 this 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.

GRANT OF RIGHT OF WAY AND LICENCE FOR TELECOMMUNICATIONS continued...

IN WITNESS THEREOF the parties have duly executed this Agreement, as of the date first referred to above.

NISGA'A NATION

Per: _____

Per: _____

BC TEL

Per: _____

Per: _____

**SCHEDULE A -
DESCRIPTION OF BC TEL RIGHT OF WAY AREA**

APPENDIX C - 4

**APPLICABLE FORMS OF DOCUMENT FOR ROADS
LISTED IN PART 3 OF APPENDIX C - 1**

- Document 1** Grant of Right of Way for Secondary Provincial Roads;
- Document 2** Grant of Private Road Easement; and
- Document 3** Grant of Right of Way for Access Roads to British
Columbia Hydro and Power Authority (Hydro).

APPENDIX C-4

DOCUMENT 1

GRANT OF RIGHT OF WAY FOR SECONDARY PROVINCIAL ROADS

THIS GRANT OF RIGHT OF WAY made the ____ day of _____, _____

BETWEEN:

NISGA'A NATION

[insert address]

("Nisga'a Nation")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Transportation and Highways

[insert address]

("British Columbia")

WHEREAS:

- A. The Nisga'a Nation, Canada and British Columbia have entered into the Nisga'a Final Agreement.
- B. The Nisga'a Nation wishes to grant rights of way over areas of Nisga'a Lands for secondary provincial roads.

Therefore for good and valuable consideration the Nisga'a Nation and British Columbia agree as follows:

- 1. **Grant of Right of Way.** The Nisga'a Nation hereby grants a right of way to British Columbia for the secondary provincial road right of way areas described in Schedule A attached to this Grant of Right of Way.
- 2. **Incorporation by Reference.** This Grant of Right of Way incorporates by reference all provisions of the Roads and Rights of Way Chapter of the Nisga'a Final Agreement relating to secondary provincial roads and rights of way for those roads.

GRANT OF RIGHT OF WAY SECONDARY PROVINCIAL ROADS continued...**3. Other provisions.**

(a) **Notice.** Any notice required under this Grant of Right of Way:

- (i) must be in writing;
- (ii) must be delivered to the address set out above, or to another address specified in writing by a party; and
- (iii) may be given in one or more of the following ways:
 - (A) delivered personally or by courier, and it will be deemed to be received on the next business day;
 - (B) delivered by fax, and it will be deemed to be received on the next business day; or
 - (C) mailed by pre-paid post in Canada, and it will be deemed received on the eighth business day following.

(b) **Runs with the Land.** This Grant of Right of Way runs with and binds the Nisga'a Lands, to the extent reasonably necessary to give full force and effect to this Grant.

(c) **Interpretation.** In this Grant of Right of Way:

- (i) all attached schedules form an integral part of this Grant;
- (ii) headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Grant.

IN WITNESS THEREOF the parties have duly executed this Agreement, as of the date first referred to above.

NISGA'A NATION

Per: _____

Per: _____

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Transportation and Highways

Per: _____

Per: _____

SCHEDULE A -
DESCRIPTION OF SECONDARY PROVINCIAL ROAD RIGHT OF WAY AREAS

APPENDIX C-4
DOCUMENT 2

GRANT OF PRIVATE ROAD EASEMENT

THIS AGREEMENT is dated _____, _____

BETWEEN:

[NISGA'A NATION or NISGA'A VILLAGE]

(TO BE DETERMINED ON EXECUTION)

[insert address]

(the "Owner")

AND:

of

[insert address]

(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

"Grantee's Property" means the lands described in Schedule A attached to 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 11 in the amount of \$_____.

GRANT OF PRIVATE ROAD EASEMENT continued...

"Servient Lands" means the lands described in Schedule B 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, and its invitees, permittees, representatives, employees, and agents, their heirs, executors, administrators and assigns, 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 (including trimming or removing trees and vegetation) a road and using the Easement Area as a road to give pedestrian and vehicular access 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. Annual Fee

The Grantee will pay the Owner an annual fee in advance in the amount of \$_____ to cover the Owner's costs of administering this Agreement.

5. Covenant

The obligation of the Grantee in this Agreement constitutes both contractual obligations and covenants under Section 219 of the Land Title Act in respect of the Grantee's Property and runs with the Grantee's Property and binds successors in title.

6. 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.

7. Covenants of the Grantee

The Grantee covenants with the Owner:

- (a) to pay the annual fee as described in paragraph 4 at the address of the Owner set out above or at such other place as the Owner may specify under paragraph 14;
- (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 or voluntary waste, spoil 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;
- (e) not to bury debris or rubbish of any kind on the Easement Area;

- (f) not to commit or suffer any wilful or voluntary waste, spoil or destruction on the Easement Area, or anything that may be or become a nuisance or annoyance to the Servient Lands;
- (g) 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 owning, and other monetary obligations of the Grantee required to be observed by the Grantee pursuant to this Agreement;
- (h) 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 obligation under this Agreement by the Grantee; and
 - (ii) any personal injury, death, or property damage, 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 losses, damages, costs and liabilities to the fees payable under paragraph 4, and the amount added will be payable to the Owner immediately.
- (i) to keep the Easement Area in a safe, clean and sanitary condition satisfactory to the Owner acting reasonably, 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;
- (j) to permit the Owner or its authorized representative to enter upon the Easement Area at any time to examine its condition;
- (k) 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;
- (l) 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) 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 to the extent necessary, this covenant shall survive the expiration or cancellation of this Agreement;
- (m) 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 \$1,000,000.00;
- (n) notwithstanding subparagraph (m), 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;
- (o) 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 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 6; and

GRANT OF PRIVATE ROAD EASEMENT continued...

- (p) if the Grantee, or its agents, contractors or representatives, discover any archaeological material on the Easement Area, to take all reasonable steps and precautions to minimize disturbance of that material, and to immediately notify the Owner.

8. 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) 150 days, 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 7(l), any fixtures to the Easement Area will, at the discretion of the Owner, become the property of the Owner.

9. 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 its 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 any fixtures from the Easement Area, but the Grantee will not be required to comply with paragraph 7(l)(ii).

10. Third Party Notice

The Owner will not dispose of, or agree to dispose of, the Servient Lands without first notifying any intended purchaser of the existence of this Agreement.

11. Ownership of Commercially Valuable Timber

All timber of commercial value on the Easement Area will remain the property of the Owner.

12. Security

The Grantee will deliver the Security to the Owner within 30 days of the commencement of this Agreement, and in any event prior to the Grantee's use of the Easement Area, 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 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.

13. 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 good faith 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 30 days of the notice to mediate under subparagraph (b) 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 the courts;

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.

14. 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) delivered by fax, and it will be deemed received on the next business day; or
 - (iii) mailed by pre-paid post in Canada, and it will be deemed received on the eighth business day following.

15. 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.

16. 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.

17. 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.

18. 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 include the feminine gender, body politic and a corporation;

GRANT OF PRIVATE ROAD EASEMENT continued...

- (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.

IN WITNESS THEREOF the parties have duly executed this Agreement, as of the date first referred to above.

NISGA'A NATION

Per: _____

Per: _____

GRANTEE

Per: _____

(authorized signatory of Grantee)

**SCHEDULE A -
DESCRIPTION OF GRANTEE'S PROPERTY**

GRANT OF PRIVATE ROAD EASEMENT continued...

**SCHEDULE B -
DESCRIPTION OF BOTH SERVIENT LANDS AND EASEMENT AREA**

**SCHEDULE C -
SPECIAL CONDITIONS**

APPENDIX C-4

DOCUMENT 3

GRANT OF RIGHT OF WAY FOR ACCESS ROADS TO BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

This Agreement is dated _____,

BETWEEN:

NISGA'A NATION

[insert address]

(the "Nisga'a Nation")

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,

continued under the Hydro and Power Authority Act, RSBC 1996, c. 212

[insert address]

("Hydro")

WHEREAS:

- A. The Nisga'a Nation, Canada and British Columbia have entered into the Nisga'a Final Agreement.
- B. The Nisga'a Nation wish to grant to Hydro rights on Nisga'a Lands for certain roads existing on Nisga'a Lands on the effective date.

Therefore for good and valuable consideration the Nisga'a Nation and Hydro agree as follows:

1. Definitions

"BC TEL" means BC TEL, and its successors and assigns.

"Final Agreement" means the Nisga'a Final Agreement between the Nisga'a Nation, Canada and British Columbia.

"Hydro Access Roads" means trails or roads that provide access to a Hydro right of way or works, including surfacing, bridges, drainage and support works, and other works required to maintain the integrity of the travelled surface.

GRANT OF RIGHT OF WAY FOR ACCESS ROADS continued...

“Hydro Access Road Areas” means those portions of Nisga'a Lands as described in Schedule A attached to this Agreement.

“Hydro Purposes” means the transmission and distribution of electric energy and telecommunications.

2. Relationship to Final Agreement

This Agreement is made under the Final Agreement, and defined terms in the Final Agreement will have the same meaning in this Agreement.

3. Rights on Hydro Access Road Areas

The Nisga'a Nation grants to Hydro, and its employees, representatives, agents, contractors, licensees and assignees, the full, free and uninterrupted right, liberty and right of way, as follows:

- (a) to construct, operate, maintain, repair, alter, upgrade, remove and replace Hydro Access Roads, and remove and trim trees, vegetation and obstructions, on the Hydro Access Road Areas;
- (b) to install, maintain and use gates in all fences constructed by others which are now or hereafter shall be on the Hydro Access Road Areas;
- (c) to pass and repass over the Hydro Access Road Areas with or without equipment, machinery and materials as reasonably required by Hydro; and
- (d) to generally do all acts or things necessary in connection with the foregoing.

4. Non Exclusive Use

This Agreement will not entitle Hydro to exclusive possession of the Hydro Access Road Areas or other parts of the Nisga'a Lands and the Nisga'a Nation reserves the right to grant other dispositions of the Hydro Access Road Areas so long as the grant does not materially affect the exercise of Hydro's rights under this Agreement.

5. Duration

In respect of a Hydro Access Road Area, the rights, liberties and rights of way granted under this Agreement are for so long as required and will terminate, without compensation to Hydro, when:

- (a) the Hydro right of way that the Hydro Access Road Area serves terminates; or
- (b) Hydro no longer requires the Hydro Access Road Areas, and:
 - (i) Hydro gives 90 days written notice to the Nisga'a Nation; or
 - (ii) the Nisga'a Nation gives 90 days written notice to Hydro.

6. Work Plans For Hydro Access Roads

Except in an emergency, Hydro will provide to the Nisga'a Nation a written work plan describing proposed work on or related to a Hydro Access Road Area prior to undertaking the construction or development of any Hydro Access Road. Hydro will provide the work plan in time to afford the Nisga'a Nation the opportunity to comment, and Hydro will use reasonable efforts to accommodate any suggestions or requests presented by the Nisga'a Nation provided they do not result in significant increased costs.

7. Protection of the Environment

Hydro will undertake activities permitted under this Agreement having regard for the impact on the environment, and will take prudent measures to minimize damage or disruption to the environment.

8. Entry on Nisga'a Lands outside the Hydro Right of Way Areas

Hydro, and its employees, representatives, agents, contractors, licensees and assignees, may enter onto Nisga'a Lands outside the Hydro Access Road Areas for the purpose of undertaking works to protect Hydro Access Roads, or to protect persons and property, as follows:

- (a) Hydro will before commencing any work deliver a written work plan describing the effect and extent of the proposed work on Nisga'a Lands to the Nisga'a Nation for approval;
- (b) the Nisga'a Nation will not unreasonably withhold approval of the work plan, considering the effect of the proposed work, including the cost of the proposed works compared to the cost of alternate solutions, the extent of the risk of not undertaking the work, and the impact on the Nisga'a Lands. If Hydro and the Nisga'a Nation cannot agree on a work plan requested by Hydro within 30 days of receipt by the Nisga'a Nation of the proposed work plan, then either party may refer the disagreement to dispute resolution under Paragraph 14 of this Agreement;
- (c) Hydro will minimize the damage to and time spent on Nisga'a Lands;
- (d) Hydro will pay fair compensation, as defined in the Final Agreement, for any interference with or damage to adjacent Nisga'a Lands.

Notwithstanding other provisions of this paragraph or this Agreement, in an emergency Hydro may undertake works and take steps on Nisga'a Lands as are reasonably required to be taken immediately in order to protect Hydro Access Roads, and in that event Hydro will as soon as reasonably possible notify the Nisga'a Nation in writing.

9. Relocation of Hydro Access Road Areas

If the Nisga'a Nation requires a portion of a Hydro Access Road Area for another purpose, then upon request by the Nisga'a Nation, Hydro will relocate any Hydro Access Road Area, including the related Hydro Access Road, to a new location as follows:

- (a) the relocation will proceed only if the new location is reasonably suitable for use for a Hydro Access Road considering construction, maintenance and operation and costs; and
- (b) the Nisga'a Nation will give reasonable notice to permit design, planning and construction of the Hydro Access Road to be relocated; and
- (c) the Nisga'a Nation will pay all reasonable costs, including costs of design, supervision and construction.

The Nisga'a Nation will extend a Hydro Access Road Area as reasonably required, so that the extended Hydro Access Road Area has similar priority over other charges and encumbrances as the original. When a portion of a Hydro Access Road Area is relocated, then the Hydro Access Road Area for the portion that is abandoned will be terminated.

10. Indemnity

Hydro will indemnify and save harmless the Nisga'a Nation from and against all losses, damages, costs, liabilities, claims, expenses, and suits, including fees of solicitors and other professional advisors, arising out of:

- (a) any breach, violation or non-performance by Hydro of any of Hydro's covenants, conditions or obligations under this Agreement; and

GRANT OF RIGHT OF WAY FOR ACCESS ROADS continued...

- (b) any personal injury, death, or property damage, including environmental damage, occurring on or to Nisga'a Lands arising from Hydro's use or occupation of Nisga'a Lands under this Agreement,

but not for any claims based on nuisance or the rule in Rylands v Fletcher unless Hydro was negligent.

11. Covenants of Hydro

Hydro covenants with the Nisga'a Nation:

- (a) to pay compensation to the Nisga'a Nation for any damage to buildings, crops (except for trees in the Hydro Access Road Areas), livestock, drains, ditches, culverts, fences, trails, bridges, roads and fruit, nut or ornamental trees caused by Hydro;
- (b) despite subparagraph (a), to pay compensation to its owner, in accordance with generally accepted principles of timber valuation, for all merchantable timber cut or damaged by Hydro on Nisga'a Lands on or adjacent to the Hydro Access Road Areas, and the parties agree that, on payment, title to any timber cut on the Nisga'a Lands under this Agreement vests in Hydro;
- (c) to 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 Hydro Access Road Areas and which Hydro is liable to pay;
- (d) to keep the Hydro Access Road Areas in a safe, clean and sanitary condition to the extent the condition relates to Hydro's use or occupation, and on written notice from the Nisga'a Nation to make safe, clean and sanitary any portion of the Hydro Access Road Areas that contravene the provisions of this covenant, provided that Hydro has no obligation to keep the Hydro Access Roads suitable for use by anyone except Hydro;
- (e) not to disturb or interfere with any survey monuments, bars or iron pins located on the Nisga'a Lands including the Hydro Access Road Areas;
- (f) not to bury debris or rubbish of any kind on Nisga'a Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds;
- (g) to bury and maintain all underground works as may be required so as not to unduly interfere with the drainage of Nisga'a Lands;
- (h) not to commit or suffer any wilful or voluntary waste, spoil or destruction on the Hydro Access Road Areas, or anything that may be or become a nuisance or annoyance to the owners of the Nisga'a Lands, except to the extent necessary to carry out any of the matters under this Agreement;
- (i) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority which relate to the Hydro Access Road Areas;
- (j) to permit the Nisga'a Nation to enter upon the Hydro Access Road Areas at any time to examine its condition;
- (k) if for any reason this Agreement terminates with respect to a portion of the Hydro Access Road Areas, to:
 - (i) quit peaceably that portion of the Hydro Access Road Areas; and
 - (ii) decommission any Hydro Access Roads on, and restore the surface of, that portion of the Hydro Access Road Areas to a condition to which similar lands are typically

restored in British Columbia, unless otherwise agreed to in writing by the Nisga'a Nation and Hydro at the time of restoration;

and to the extent necessary, this covenant will survive the termination of this Agreement; and

- (l) if Hydro, or its employees, representatives, agents, contractors, licensees or assignees, discover any archaeological material on the Hydro Access Road Areas, to take all reasonable steps and precautions to minimize disturbance of that material, and to immediately notify the Nisga'a Nation.

12. Covenants of the Nisga'a Nation

The Nisga'a Nation covenants with Hydro:

- (a) not to use or authorize the use of the Hydro Access Road Areas for any purpose, including the construction of any improvements, that in the reasonable opinion of Hydro would be unsafe or would interfere with Hydro's use of the Hydro Access Road Areas; and
- (b) not to intentionally do or authorize any act or thing that injures or endangers the Hydro Access Roads.

13. Licence

Hydro will not licence the use of the Hydro Access Road Areas, in whole or in part, without the prior written consent of the Nisga'a Nation provided that:

- (a) Hydro may grant a licence to BC Tel for the use of the Hydro Access Road Areas without the consent of the Nisga'a Nation;
- (b) the Nisga'a Nation may attach conditions to its consent to any licence, including the provision of insurance and security, in a form and amount acceptable to the Nisga'a Nation; and
- (c) no licence will act as a release of any of Hydro's obligations as set out in this Agreement.

14. 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 good faith 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 30 days of the notice to mediate under subparagraph (b) 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 of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

15. 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;

GRANT OF RIGHT OF WAY FOR ACCESS ROADS continued...

- (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) delivered by fax, and it will be deemed received on the next business day; or
 - (iii) mailed by pre-paid post in Canada, and it will be deemed received on the eighth business day following.

16. Runs With the Land

This Agreement runs with and binds Nisga'a Lands, to the extent reasonably necessary to give full force and effect to this Agreement.

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. Successors and Assigns

The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their successors and assigns.

20. 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 include 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 this 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.

IN WITNESS THEREOF the parties have duly executed this Agreement, as of the date first referred to above.

NISGA'A NATION

Per: _____

Per: _____

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Per: _____

Per: _____

GRANT OF RIGHT OF WAY FOR ACCESS ROADS continued...

SCHEDULE A - DESCRIPTION OF HYDRO ACCESS ROAD AREAS

APPENDIX C - 5

**CERTIFICATES OF POSSESSION ISSUED BY
CANADA ON FORMER NISGA'A INDIAN RESERVES
ON NISGA'A LANDS**

INTEREST HOLDER	LEGAL DESCRIPTION	INSTRUMENT	REGISTRATION No.
<i>Gingolx (former Kincolith I.R. #14)</i>			
Oliver Melvin Stewart #455	Lot 1, Block 1, Plan 1161	34114	79812
Oliver Melvin Stewart #455	Lot 2, Block 1, Plan 1161	34115	79813
James Henry Robinson #411	Lot 3, Block 1, Plan 1161	34767	81699
Robert Lambert Stewart #111	Lot 4, Block 1, Plan 1161	9006	24233
Sarah K. Barton #26	Lot 5, Block 1, Plan 1161	103977	212875
Alice Rosabelle Benson #31	Lot 6, Block 1, Plan 1161	119591	249559
Reuben Morgan #65	Lot 7, Block 1, Plan 1161	16692	16103
Howard Charles Lincoln #57	Lot 8, Block 1, Plan 1161	3024	24237
Esther Melissa Adams #202	Lot 2, Block 2, Plan 1161	30217	63586
Kenny Fred Moore #982	Lot 5, Block 2, Plan 1161	50599	128887
Mercy Evangeline Robinson #156	Lot 1, Block 3, Plan 1161	32261	72354
Katherine A. Clayton #40	Lot 2, Block 3, Plan 1161	49682	126697
Andrew William Morrison #257	Lot 3, Block 3, Plan 1161	10516	24313
Mitchell Sydney Morrison #70			
James Howard Stevens #88	Lot 4, Block 3, Plan 1161	5338	24255
Charles Abraham Stewart #97 (Estate)	Lot 5, Block 3, Plan 1161	11510	24313
Abel Louis Stewart #92	Lot 6, Block 3, Plan 1161	4734	24257
Paul Alfred Stewart #189 (joint tenants)			
Philip Rene Watts #471	Lot 7, Block 3, Plan 1161	109176	225459
Stephen (Steven) Geoffrey Doolan #258	Lot 8, Block 3, Plan 1161	33791	78596
Lily Eleanor McIntyre #897	Lot 9, Block 3, Plan 1161	46943	118177
Arthur Robert Robinson #417	Lot 1, Block 4, Plan 1161	20811	32594
Ambrose Edward Robinson #156		20814	
Marilyn Sarah Robinson #156		20812	
Anthony Curtis Robinson #156 (undivided 1/4 interest)		20813	
Arnold Stewart #104 - Pauline Fern Stewart #104 (undivided 1/2 interest)	Lot 2, Block 4, Plan 1161	6634	24405
Hubert Stevens #149	Lot 4, Block 4, Plan 1161	9273	24406

GINGOLX continued...

INTEREST HOLDER	LEGAL DESCRIPTION	INSTRUMENT	REGISTRATION No.
Benjamin Edward Stevens #227 Hubert Emerald Stevens #149 James Stevens #88 Robert Colin Stevens #169 Albert Henry Stevens #179 Peter George Stevens #205 Ray Stevens #447 Larry Allen Stevens #1142 (undivided 1/8th interest)	Lot 5, Block 4, Plan 1161	115061 115062 115063 115064 115065 115066 115067 115068	238738
Henry Yas. Steven (Stephens) #298	Lot 7, Block 4, Plan 1161	50430	128567
Lily Eleanor McIntyre #897	Lot 8, Block 4, Plan 1161	49385	125972
Perry Cecil George Barton #153 (Estate)	Lot A, Block 6, Plan 1161	35802	85165
Albert David Barton #591	Lot B, Block 6, Plan 1161	51054	129952
Percival Desmond Barton #560 (36.92% interest) Debra Elaine Barton #579 (12.62% interest) Zelda Marie Barton #199 (12.62% interest) Leo Brian Barton #199 (12.62% interest) Claude Nathan Barton #199 (12.61% interest) Clinton Shannon Barton #199 (12.61% interest)	Lot 1, Block 6, Plan 1161	34971	82422
Marlon Bradford Watts #459	Lot 1A, Block 6, Plan 1161	31116	68394
Arthur Mayard Angus #17	Lot 2, Block 6, Plan 1161	30152	60260
Evelyn Fanny Nelson #76 (Estate)	Lot 3, Block 6, Plan 1161	30757	67194
David George Stewart #781	Lot 4, Block 6, Plan 1161	124852	260621
Larry Melvin Angus #297 Margaret Nellie Massingale #820	Lot 5, Block 6, Plan 1161	119630	249679
Marjorie Charlotte Stewart #162	Lot 6, Block 6, Plan 1161	44455	112472
Charles Max Haines #164	Lot 8, Block 6, Plan 1161	30347	64266
George William Barton #435	Lot 10, Block 6, Plan 1161	37108	89782
Henry William Angus #229	Lot 11, Block 6, Plan 1161	22318	40949
Esther Dorothy Doolan #241	Lot 12, Block 6, Plan 1161	32586	73258
Benson Young #127 (Estate)	Lot 14, Block 6, Plan 1161	3010	24329

INTEREST HOLDER	LEGAL DESCRIPTION	INSTRUMENT	REGISTRATION No.
George Randolph Moore #387 Christine Arlene Moore #387 (joint tenants)	Lot 1, Block 7, Plan 1161	20088	29536
Evelyn Fanny Nelson #76 (Estate) James George Alexander #682 Sydney Joshua Alexander #464 Georgina Sarah Barton #24 (each with an undivided interest)	Lot 3, Block 7, Plan 1161	42648	107551
Marietta Joyce Alexander #464	Lot 6, Block 7, Plan 1161	32675	73586
Harold Peter Watts #2	Lot 8, Block 7, Plan 1161	50474	128662
Hubert Max Barton #343 Frederick Edward Barton #22 Godwin Herman Barton #22 (undivided 1/3 interest)	Lot 9, Block 7, Plan 1161	30357	64314
MacDonald Melvin Trimble #309	Lot 1, Block 9, Plan 1161	22597	43561
Mercy Evangeline Thomas #1102 Emily Rose Stevens #88 Sarah Laura Moore #68 Edward George Nelson #75 (joint tenants)	Lot 3, Block 9, Plan 1161	32823	74077
Ramona Stanley (Smythe) #87	Lot 4, Block 9, Plan 1161	3031	24849
Rose Carol Smythe #220 Lavern Joyce Smythe #220	Lot 1, Block 10, Plan 1161	49650	126658
Alfred Lazarus Smythe #222	Lot 2, Block 10, Plan 1161	11979	24333
Laura Myrtle Doolan #48	Lot 1, Block 11, Plan 1161	40830	102919
Laura Myrtle Doolan #48	Lot 2, Block 11, Plan 1161	30831	102920
Rose Carol Smythe #220 Lavern Joyce Smythe #220	Lot 4, Block 11, Plan 1161	49649	126657
Harold Peter Watts #2	Lot 5, Block 11, Plan 1161	4745	24337
Katherine A. Clayton #40	Lot 2, Block 12, Plan 1161	107944	221110
Reuben Morgan #65	Lot 3, Block 12, Plan 1161	6677	24419
Adelia Grace Nelson #75	Lot 1, Block 13, Plan 1161	107997	221380
Thelma Lena Stevens #169	Lot 2, Block 13, Plan 1161	11572	24421
Thelma Lena Stevens #169	Lot 5, Block 13, Plan 1161	105357	215528
Donald S. Doolan #525	Lot 8, Block 13, Plan 1161	40905	103126
Steven Mark Watts #430	Lot 9-1, Block 13, Plan 60904	29215	57974
Steven Mark Watts #430	Lot 9-2, Block 13, Plan 60904	29214	57974
John Edward Stevens #673	Lot 1, Block 14, Plan 1161	123979	259175
Louis John Stewart #105	Lot 2, Block 14, Plan 1161	8491	24442
Emily Venn #118	Lot 4, Block 14, Plan 1161	5588	24438
Raymond Alan Stewart #266	Lot 5, Block 14, Plan 1161	21774	37517

GINGOLX continued...

INTEREST HOLDER	LEGAL DESCRIPTION	INSTRUMENT	REGISTRATION No.
Laura Edith Lincoln #58 Frederick Philip Harris Lincoln #176 (joint tenants)	Lot 6, Block 14, Plan 1161	53541 53542	135092
William Charles Stewart #256	Lot 8, Block 14, Plan 1161	22331	41127
Isaac Benjamin Watts #393	Lot 10, Block 14, Plan 1161	30745	67115
Harold Philip Barton #150	Lot 1, Block 15, Plan 1161	6110	24428
Jessie Josephine Gurney #49	Lot 4, Block 15, Plan 1161	53445	134933
Eugene David Stewart #330	Lot 1, Block 16, Plan 1161	19709	27906
<i>Gingolx (formerly Kincolith I.R. #14A)</i>			
Mercy Evangeline Thomas #1102	Lot 1, Plan 1918 RSBC	46716	117570
Mercy Evangeline Thomas #1102	Lot 2, Plan RSBC 2501R	108688	223247
Mercy Evangeline Thomas #1102	Lot 4, Plan RSBC 2501R	108689	223247
<i>Formerly Gittlakdamix I.R. #1</i>			
Elsie H. Clayton #23 (Estate)	Lot 1, Block 1, Plan 1163	4400	20978
Marjorie Bright #14 (1/3 interest)	Lot 3, Block 1, Plan 1163	124177	20977
Ben R. Bright #575 (2/18 th interest)		124178	
Melvin M. Bright #608 (2/18 th interest)		124179	
Wanda V. Bright #421 (2/18 th interest)		124180	
Bessie Blackwater #551 (2/18 th interest)		124181	
Elinor N. Bright #517 (2/18 th interest)		124182	
Charlotte J. Scott #1242 (2/18 th interest)		124183	
Martha Munroe #62 (Estate)	Lot 4, Block 5, Plan 1163	4860	20976
Andrew Roger Mercer #290	Parcel 1, Lot 5, Block 5, Plan 1163	17535	20562
Rachel Haizimsque #42	Lot 11, Block 8, Plan 1163	4862	20975
Oscar Harold Mercer #102	Lot 2, Block 9, Plan 1163	4863	20974
Ellen Davis #26 (Estate)	Lot 1, Block 10, Plan 1163	4871	20949
Norma Grace Varley #1023	Lot 5, Block 10, Plan 1163	107811	220887
Judith Pamela Gonu #195		107812	
Karen Sopia Johnson #303		107813	
Sharon Alexandria Johnson #309		107814	
Lilly Eileen Johnson #1013		107815	

INTEREST HOLDER	LEGAL DESCRIPTION	INSTRUMENT	REGISTRATION No.
Marjery Esther Eli #284		107816	
Charlene Louise Johnson #433		107817	
Teresa Louanne Johnson #540		107818	
Diane Pauline Robinson #538		107819	
Albert Curtis Robinson #640		107820	
Brian Craig Robinson #670		107821	
Melanie Stella Robinson #676		107822	

New Aiyansh (formerly New Aiyansh I.R. No.1)

Edmond Isaac Wright #246	Lot 19-6, Plan 68282	45695	115776
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Gitwinksihlkw (formerly Canyon City I.R. No. 7)

Frazer Harry Nice (Nyce) #48	Lot 1, Plan 62995	29153	57633
Minnie Azak #30	Lot 3, Plan 62995	38984	98478
Maurice Alfred Squires #159	Lot 7, Plan 62995	124878	260681
W.C. Azak #75 (Transfer to Gitwinksihlkw band being processed)	Lot 9, Plan 62995	32524	73065
Lawrence Peter Adams #36	Lot 11, Plan 62995	29161	57633
Martha Doris Burton #184 (1/11 th interest)	Lot 12, Plan 62995	107669	220274
Agnes Jean Squires #220 (1/11 th interest)		107670	
Phyllis Marjorie Cheecham #227 (1/11 th interest)		107671	
Jerry Edward Azak #41 (1/11 th interest)		107672	
Perry Lloyd Azak #46 (2/11 th interest)		107673	
Herbert Wayne Azak #71 (1/11 th interest)		107674	
Arnold Ross Azak #79 (2/11 th interest)		107675	
Josephine Karen Azak #87 (2/11 th interest)		107676	
Grace Azak #5	Lot 18, Plan 62995	32990	74503
Virginia Stella Azak #35	Lot 20, Plan 62995	30348	64268
Jacob Dennis Gary #56 (Estate)			
Chester Earle Nyce #66	Lot 22, Plan 62995	29850	61642
Alice Azak #6	Lot 24, Plan 62995	29170	57633
Alvin Jonathan Azak #52	Lot 27, Plan 62995	29172	57633

(Note: Bracketed spellings are correct and have been agreed upon by the parties.)

APPENDIX C - 6

**PERSONS WITH AN INTEREST AUTHORIZED BY
BAND COUNCIL RESOLUTION ON FORMER NISGA'A
INDIAN RESERVES ON NISGA'A LANDS**

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION
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Gitwinksihlkw Village

Steven C. Azak Sr.	6790004501	Lot 5, Plan 62995
Joshua W. Azak	6790003301	Lot 6, Plan 62995
Irene A. Griffin	6790015501	Lot 8, Plan 62995
Peter R. Squires Sr.	6790014601	Lot 15, Plan 62995
Bruce J. Haldane Sr.	6790004901	Lot 17, Plan 62995
Henry Azak	6790003901	Lot 19, Plan 62995
Bert C. Azak	6790013201	Lot 21, Plan 62995
Chester E. Nyce	6790006601	Lot 22, Plan 62995
Alice Azak	6790000602	Lot 24, Plan 62995
Arnold Azak	6790007901	Lot 25, Plan 62995
Fred A. Azak	6790006101	Lot 26, Plan 62995
Alvin J. Azak	6790005201	Lot 27, Plan 62995
Pheobe Azak	6790002902	Lot 1-new, Plan
Rodney Moore	6790008501	Lot 2 new, Plan
Lavinia Azak	6790012202	Lot 3 new, Plan
Mark R. Azak	6790006401	Lot 4 new, Plan
Jerry Azak	6790004101	Lot 5 new, Plan
Arthur Nyce	6790007301	Lot 6 new, Plan
Collier H. Azak	6790004701	Lot 7 new, Plan
P. Norman Squires Jr.	6790024401	Lot 12 new, Plan
Silas Azak	6790009001	Lot 13 new, Plan
Dennis Nyce	6790009601	Lot 18 new, Plan
R. Allan Azak	6790011801	Lot 20 new, Plan
Alice Nyce	6790016201	Lot 21 new, Plan
William J. Azak	6790011001	Lot 22 new, Plan
Leonard F. Squires	6790016001	Lot 23 new, Plan
T. Ron Nyce	6790005701	Lot 24 new, Plan
J. Clifford Azak Sr.	6790008901	Lot 25 new, Plan
Perry Azak	6790004601	Lot 26 new, Plan
Bruce L. Azak	6790011501	Lot 27 new, Plan
Arthur R. Azak	6790004201	Lot 28 new, Plan
George Morgan	6790003201	Lot 29 new, Plan
Steven Bolton Sr.	6790008101	Lot 30 new, Plan
Dorothy Doolan	6790011401	Lot 31 new, Plan
Harry Nyce Jr.	6790014401	Lot 34 new, Plan

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION
<i>Village of Kincolith</i>		
Albert A. Nelson	6710046101	Lot 9 Block 1, Plan 1161
G.V.G. Rental		Lot 1 Block 2, Plan 1161
Esther Adams	6710020202	Lot 2 Block 2, Plan 1161
Band Owned		Lot 3 Block 2, Plan 1161
Band Owned		Lot 4 Block 2, Plan 1161
William Watts Sr.	6710026801	Lot 6 Block 2, Plan 1161
Larry Angus	6710029701	Lot 3 Block 4, Plan 1161
Maintenance Department		Lot 6 Block 4, Plan 1161
S.E.P. Office		Lot 6 A Block 4, Plan 1161
Henry Stephens	6710029801	Lot 7 Block 4, Plan 1161
Lily McIntyre/Doolan	6710089701	Lot 8 Block 4, Plan 1161
GVFB Fire Hall		Lot 9 Block 4, Plan 1161
Mission House		Lot 1 Block 5, Plan 1161
Christ Church		Lot 1 Block 5, Plan 1161
G.V.G./TV Com. Cabin		Lot 0 Block 6, Plan 1161
G.V.G./ Band Owned		Lot 7 Block 6, Plan 1161
G.V.G./ Band Owned		Lot 9 Block 6, Plan 1161
William Stanley	6710153401	Lot 13 Block 6, Plan 1161
Reuben Morgan	6710006501	Lot 2 Block 7, Plan 1161
School District #92		Lot 4 Block 7, Plan 1161
School District #92		Lot 4 Block 7, Plan 1161
School District #92		Lot 5 Block 7, Plan 1161
School District #92		Lot 5 Block 7, Plan 1161
Arnold Angus	6710066101	Lot 7 Block 7, Plan 1161
New Hall Complex		Lot 1 Block 8, Plan 1161
New Hall Complex		Lot 2 Block 8, Plan 1161
G.V.G.		Lot 3 Block 8, Plan 1161
Rita Barton/Doolan	6710069001	Lot 2 Block 9, Plan 1161
Ramona Smythe Hotel		Lot 4 Block 9, Plan 1161
Teddy Venn Sr.	6710041501	Lot 3 Block 10, Plan 1161
Gene Alexander	6710049301	Lot 3 Block 11, Plan 1161
Gerald Doolan	6710038501	Lot 6 Block 11, Plan 1161
G.V.G./Band Owned		Lot 7 Block 11, Plan 1161
NVHB Health Centre		Lot 1 Block 12, Plan 1161
Nurse's Residence		Lot 1 Block 12, Plan 1161
G.V.G./Rental		Lot 3 Block 13, Plan 1161
Education Department		Lot 3 Block 13, Plan 1161
Gingolx Village Government		Lot 4 Block 13, Plan 1161
Andrew Morrison	6710025701	Lot 6 Block 13, Plan 1161
SD 92/ Teacherage		Lot 7 Block 13, Plan 1161

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION
School District #92		Lot 10 Block 13, Plan 1161
School District #92		Lot 11 Block 13, Plan 1161
School District #92		Lot 12 Block 13, Plan 1161
School District #92		Lot 13 Block 13, Plan 1161
Esther Aksidan	6710000302	Lot 14 Block 13, Plan 1161
Alvin Nelson	6710036502	Lot 15 Block 13, Plan 1161
Stuart Doolan	6710031001	Lot 3 Block 14, Plan 1161
Priscilla S/ James Stevens	6710089001/ 6710008802	Lot 7 Block 14, Plan 1161
Steven Doolan Sr.	6710025801	Lot 9 Block 14, Plan 1161
G.V.G./Band Owned		Lot 2 Block 15, Plan 1161
G.V.G./Band Owned		Lot 3 Block 15, Plan 1161
Marietta Robinson	6710024402	Lot 5 Block 15, Plan 1161
G.V.G./Band Owned		Lot 2 Block 16, Plan 1161
Roger Watts	6710021301	Lot 1 Block 17, Plan 1161
Alvin Smart	6710062201	Lot 2 Block 17, Plan 1161
G.V.G./Rental		Lot 3 Block 17, Plan 1161
Chester Gurney	6710027601	Lot 4 Block 17, Plan 1161
New Church Army		Lot 5 Block 17, Plan 1161
New Church Army		Lot 6 Block 17, Plan 1161
Thomas Sheehan/CMHC		Lot 7 Block 17, Plan 1161
R.C.M.P. Office		Lot 8 Block 17, Plan 1161
Harry Moore Sr./CMHC	6710027001	Lot 9 Block 17, Plan 1161
Morrice Pond	6710027001	Lot 10 Block 17, Plan 1161
Mary Stanley	6710069601	Lot 11 Block 17, Plan 1161
Harold Barton Sr.	6710015001	Lot 12 Block 17, Plan 1161
Justina Barton/CMHC	6710075001	Lot 13 Block 17, Plan 1161
James Randy Stevens	6710052201	Lot 14 Block 17, Plan 1161
Kenny Moore	6710098201	Lot 15 Block 17, Plan 1161
Robin Stewart	6710049701	Lot 16 Block 17, Plan 1161
Vernon Stewart Sr.	6710045801	Lot 17 Block 17, Plan 1161
Peggy Venn/CMHC	6710042501	Lot 18 Block 17, Plan 1161
Raymond Stewart Sr.	6710026601	Lot 19 Block 17, Plan 1161
R. Bennett Clayton	6710004101	Lot 20 Block 17, Plan 1161
David Stewart Sr.	6710078101	Lot 21 Block 17, Plan 1161
Linda J. Venn	6710051902	Lot 22 Block 17, Plan 1161
G.V.G./Band Owned		Lot 23 Block 17, Plan 1161
Albert Barton	6710024001	Lot 24 Block 17, Plan 1161
B.C. Tel Trailer		Lot 25 Block 17, Plan 1161
Paul A. Stewart Sr.	6710018901	Lot 26 Block 17, Plan 1161
George Nelson Sr.	6710022901	Lot 27 Block 17, Plan 1161
Emily Louise Dangel	6710078801	Lot 28 Block 17, Plan 1161
Nora Doolan/CMHC	6710078601	Lot 29 Block 17, Plan 1161
Not Safe*		Lot 30 Block 17, Plan 1161

VILLAGE OF KINCOLITH continued...

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION
Arthur J. Nelson	6710023001	Lot 31 Block 17, Plan 1161
Kazaan Smythe Sr.	6710057401	Lot 32 Block 17, Plan 1161
Reynold Venn	6710064601	Lot 33 Block 17, Plan 1161
G.V.G./Rental		Lot 34 Block 17, Plan 1161
Yvonne Barton	6710056101	Lot 35 Block 17, Plan 1161
Troy Stewart	6710101301	Lot 36 Block 17, Plan 1161
Willard Lincoln Jr.	6710091501	Lot 37 Block 17, Plan 1161
G.V.G./Band Owned		Lot 38 Block 17, Plan 1161
		Lot 39 Block 17, Plan 1161
G.V.G./Rental		Lot 40 Block 17, Plan 1161
Macdonald C. Stanley	6710099001	Lot 41 Block 17, Plan 1161
William Smythe	6710072701	Lot 42 Block 17, Plan 1161
MacDonald Trimble	6710030901	Lot 43 Block 17, Plan 1161
Steven Doolan Jr.	6710082501	Lot 44 Block 17, Plan 1161
Peter Stevens Jr.	6710057801	Lot 45 Block 17, Plan 1161
Barry Smythe	6710061101	Lot 46 Block 17, Plan 1161
Neil Okabe	6810017501	Band owned trailer unit
Richard Lincoln/ D. Maitland	6710035901	Band owned trailer unit
Raymond Stewart Jr.	6710090501	Band owned trailer unit
Myra Barton/Terrance	6710119201	Band owned trailer unit
Neal Barton/Shanna Nelson	6710111301	Band owned trailer unit
Zelda Komurcu	6710121001	Band owned trailer unit
Floyd/Michell Stevens	6710109301	Band owned trailer unit
Priscilla Gurney/ Shawn Barton	6710102601	Band owned trailer unit
Jason Stewart/ Charlene Derriect	6710128401	Band owned trailer unit
Claude Barton Sr.	6710073801	Band owned trailer unit
Darrel/Collette Angus	6710098701	Lot 1 Block 18, Plan 1161
		Lot 2 Block 18, Plan 1161
		Lot 3 Block 18, Plan 1161
Peter Stevens Sr.	6710020501	Lot 4 Block 18, Plan 1161
Randy/Julia Stevens	6710052201	Lot 5 Block 18, Plan 1161
Richard/Wilma Oshea	6710029201	Lot 6 Block 18, Plan 1161
		Lot 7 Block 18, Plan 1161
		Lot 8 Block 18, Plan 1161
		Lot 9 Block 18, Plan 1161
		Lot 10 Block 18, Plan 1161
		Lot 11 Block 18, Plan 1161
Russell/Margo Calder	6710135401	Lot 12 Block 18, Plan 1161
		Lot 13 Block 18, Plan 1161
Lisa/Perry Stevens	6710071301	Lots 14/15 Block 18(Unit1)
April Nelson	6710109101	Lots 14/15 Block 18(Unit 2)

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION
Sally Stephens/Perry Terrel	6710141301	Lots 14/15 Block 18(Unit 3)
Calvin/Cindy Barton	6710047001	Lots 14/15 Block 18(Unit 4)
Marylee Stevens	6710103301	Lots 14/15 Block 18(Unit 5)
Raymond Moore	6710047201	Lots 14/15 Block 18(Unit 6)
Hope Grace Allen	6710084901	Lot 16 Block 18, Plan 1161
Susan Trimble	6710030902	Lot 17 Block 18, Plan 1161
Neal/Shanna Barton	6710111301	Lot 18 Block 18, Plan 1161
Alvin/Gwen Nelson	6710036501	Lot 19 Block 18, Plan 1161
		Lot 20 Block 18, Plan 1161
Evan Henry/Alaura Doolan	6710049001	Lot 21 Block 18, Plan 1161
Neil/Emily Smythe	6710065701	Lot 22 Block 18, Plan 1161
Fraser/Melanie Doolan	6710102901	Lot 23 Block 18, Plan 1161
		Lot 24 Block 18, Plan 1161
Claude/Tanya Barton	6710073801	Lot 25 Block 18, Plan 1161
Kirby/Colette Stephens	6710102801	Lot 26 Block 18, Plan 1161
Rudolph/Alberta Watts	6710050501	Lot 27 Block 18, Plan 1161

Village of Gitlakdamix

Roderick Robinson	6770011701	321, CLSR Plan 73712
Marjorie Robinson	6770011702	
Reginald Percival	6770042601	320, CLSR Plan 73712
Mary Percival	6770042602	
Brian Tait	6770039901	319, CLSR Plan 73712
Faith Tait	6770047301	
Laura Welde	6770077601	318, CLSR Plan 73712
Eric Clayton	6770065301	317, CLSR Plan 73712
Eva Clayton	6770044101	
Marjorie Bright	677001402	316, CLSR Plan 73712
Frank Tait	6770055301	315, CLSR Plan 73712
Gail Tait	6770071201	
Lorene Plante	6770074901	314, CLSR Plan 73712
Veronica Eli	6770056101	313, CLSR Plan 73712
Frank Gosnell	6770068501	312, CLSR Plan 73712
Kate Gosnell	6770072301	
Bertram Gonu	6770045401	279, CLSR Plan 70837
Leona Gonu	6770061801	
Sybil Nisyok	6770053602	278, CLSR Plan 70837
Hubert Doolan	6770035401	277, CLSR Plan 70837
Evangeline Doolan	6770035402	
Theodore Gosnell	6770058601	276, CLSR Plan 70837
Lisa Gosnell	6770071301	

VILLAGE OF GITLAKDAMIX continued...

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION
Bruce Adams	6770042301	275, CLSR Plan 70837
Esther Adams	6770042302	
Donald Adams	6770014001	274, CLSR Plan 70837
Patricia Adams	6770014002	
Georgina Harris	6770080801	273, CLSR Plan 70837
Floyd Davis	6770035901	272, CLSR Plan 70837
Anita Davis	6770035902	
Vernon Eli	6770036301	271, CLSR Plan 70837
Sheila Eli	6770036302	
James Adams	6770000701	270, CLSR Plan 70837
Russell Morven	6770045501	339, CLSR Plan 75000
Monica Morven	6770059401	
William E. Tait	6770010301	338, CLSR Plan 75000
Violet Guno	6770004002	337, CLSR Plan 75000
Joseph Gosnell	6770014801	336, CLSR Plan 75000
Adele Gosnell	6770014802	
Calvin Morven	6770037601	335, CLSR Plan 75000
Charlene Morven	6770037602	
Allen Clayton	6770020501	334, CLSR Plan 75000
Myrtle Clayton	6770020502	
Erma Gosnell	6770110101	333, CLSR Plan 75000
Bertie T. Adams	6770015901	332, CLSR Plan 75000
Elizabeth Adams	6770015902	
Ida Peal	6770007502	330, CLSR Plan 75000
Dorothy Elliot	6770062901	329, CLSR Plan 75000
Carl Johnson	6770034401	328, CLSR Plan 75000
Greta Johnson	6770057801	
Alver Tait	6770071801	327, CLSR Plan 75000
Lillian Tait	6770021902	
George Jr. McMillan	6770052601	326, CLSR Plan 75000
Yvette McMillan	6770099701	
Thomas Clayton	6770022801	325, CLSR Plan 75000
Donna Clayton	6770022802	
Earl Munroe	6770040201	324, CLSR Plan 75000
Margo Munroe	6770040202	
Melvin Robinson	6770019601	280, CLSR Plan 70837
Rosie Robinson	6770019602	
Richard Azak	6770055401	281, CLSR Plan 70837
Angela Azak [Robinson]	6770076501	
Josephine Casey	6770087101	282, CLSR Plan 70837
Louise Martian	6770073001	283, CLSR Plan 70837

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION
Patrick McMillan	6770006901	284, CLSR Plan 70837
Phyllis McMillan	6770006902	
Edgar Guno	6770044601	291, CLSR 70837
Doreen Guno	6770044602	
Reuben Gonu	6770054101	264, CLSR Plan 70011
Charlotte Gonu	6770063201	
William Clayton	6770047901	265, CLSR Plan 70011
Lynne Clayton	6770047902	
Christopher Clayton	6770002001	266, CLSR Plan 70011
Sarah Clayton	6770002002	
Shirley Morven	6770106901	267, CLSR Plan 70011
George Sr. McMillan	6770013301	259, CLSR Plan 70011
Verna McMillan		
Leonard Moore	6770049201	260, CLSR Plan 70011
Ferdillia Moore	6770029202	
Annie Morven	6770005602	261, CLSR Plan 70011
Alvin Clayton	6770053101	262, CLSR Plan 70011
Edward McMillan	6770029201	255, CLSR Plan 70011
Teresa McMillan	6770029202	
Wayne Nisyok	6770038401	254, CLSR Plan 70011
Gloria Nisyok	6770038402	
Cuthbert Munroe	6770026401	253, CLSR Plan 70011
Edith Munroe	6770026402	
Keith Tait	6770032501	237, CLSR Plan 69298
Marilyn Tait	6770032502	
Currie Gosnell	6770044701	236, CLSR Plan 69298
Stacey Gosnell	6770075401	
Oscar Mercer	6770010201	229, CLSR Plan 67309
Cecil Mercer	6770021901	235, CLSR Plan 69298
Gerald Nisyok	6770041001	234, CLSR Plan 69298
Teresa Louanne Johnson	6770054001	
Claude Morven	6770024301	233, CLSR Plan 69298
Cora Morven	6770024302	
Dan Gonu Jr.	6770093001	292, CLSR Plan 70837
Ruby Parenteau	6770084601	293, CLSR Plan 70837
Frank Adams	6770033401	294, CLSR Plan 70837
Elaine Barton	6770056502	230, CLSR Plan 67309
Rebecca Adelaide Tait	6770064501	221
Donald Haizimsque	6770023501	298, CLSR Plan 70837
Jean Haizimsque	6770023502	

VILLAGE OF GITLAKDAMIX continued...

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION
Gary Davis	6770029101	299, CLSR Plan 70837
Colleen Davis	6770029102	
Isaac Guno	6770040601	300, CLSR Plan 70837
Trudy Guno	6770040602	
Ben Sr. Gonu	6770023601	301, CLSR Plan 70837
Barb Gonu	6770023602	
Ben Gosnell	6770079101	
Felix Davis	6770002401	
Elizabeth Davis	6770002402	
Keith Woods	6770060901	32, CLSR Plan 55248
Lily Johnson	6770101301	33, CLSR Plan 55248
Cecil Morven	6770006101	34, CLSR Plan 55248
Josephine Morven	6770006102	
Alfred Jr. Johnson	6770061101	35, CLSR Plan 55248
Donna Johnson	6770059801	
Floyd Percival	6770038501	36, CLSR Plan 55248
Mildred Percival	6770038502	
Reynold Davis	6770002801	37, CLSR Plan 55248
Valerie Davis	6770084201	38, CLSR Plan 55248
Clifford Jr. Percival	6770091901	39, CLSR Plan 55248
Christina Percival	6770082401	
Sharlene Lacroix	6770097501	171, CLSR Plan 63206
Emily Mercer	6770005002	1 - 1, CLSR Plan 70837
Dan Gonu Sr.	6770019501	1 -2, CLSR Plan 70837
Peter Clayton	6770011901	311, CLSR Plan 70837
Roberta Clayton	6770011902	
Howard Grandison	6770048101	3, CLSR Plan 55248
Mary Grandison	6770048102	
Lonny Stewart	6770064701	4, CLSR Plan 55248
Maryann Adams	677 0089601	
Sarah Haizimsque	6770004502	5, CLSR Plan 55248
Pauline Johnson	6770028001	6, CLSR Plan 55248
Sidney Eli	6770003201	11, CLSR Plan 55248
Rena Eli	6770003202	
Ron & Lorna Davis	6770026701 & 6770026702	12, CLSR Plan 55248
Chester Haizimsque	6770020201	13, CLSR Plan 55248
Elizabeth Haizimsque	6770020202	

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION
Edith Guno	6770003702	10, CLSR Plan 55248
Emily Guno	6770004102	9, CLSR Plan 55248
Joseph Grandiosn	6770003401	8, CLSR Plan 55248
Pauline Grandison	6770003402	
Freda Morven	6770005802	7, CLSR Plan 55248
Roy Adams	6770011001	18, CLSR Plan 55248
Selina Adams	6770011002	
Phillip Azak	6770034601	17, CLSR Plan 55248
Cecilia Azak	6770034602	
Gustave Raymond Guno	6770023301	15, CLSR Plan 55248
Hubert McMillan	6770006801	23, CLSR Plan 55248
Samuel Nisyok	6770021001	20, CLSR Plan 55248
Florence Nisyok	6770021002	
Samuel McMillan	6770012101	19 -7, CLSR Plan 68282
Sarah McMillan	6770012102	
Mary McMillan	6770007002	27, CLSR Plan 55248
B. Daniel Nisyok	6770010501	26, CLSR Plan 55248
Oliver Woods	6770009401	25, CLSR Plan 55248
Gordon McKay	6770022201	204, CLSR Plan 63206
Leanne Wright	6770088601	203, CLSR Plan 63206
Wilfred Adams	6770013701	170, CLSR Plan 63206
Amelia Adams	6770013702	
Sidney Clayton	6770055201	169, CLSR Plan 63206
Irvine Tait	6770038701	310, CLSR Plan 70837
Vivian Tait	6770038702	
Ivan Gonu	6770027501	306, CLSR Plan 70837
Wanda Gonu	6770027502	
Russell Gonu	6770030601	225, CLSR Plan 67309
June Gonu	6770030602	
Ronald Peal	6770025301	226, CLSR Plan 67309
Keith Clayton	6770040101	228, CLSR Plan 67309
Jean Clayton	6770040102	
James Douglas Clayton	6770015201	172, CLSR Plan 63206
Cecelia Edna Clayton	6770015202	
Stephen Derrick	6770024501	173, CLSR Plan 63206
Mavis Derrick	6770024502	
Jacob Davis	6770002702	174, CLSR Plan 63206
Phoebe Davis	6770002702	
Harold Wright	6770044301	176, CLSR Plan 63206

VILLAGE OF GITLAKDAMIX continued...

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION
Elizabeth Wright	6770044302	
Perry Clayton	6770028801	177, CLSR Plan 63206
Kathleen Clayton	6770028802	
Pauline Robinson	6770007802	178, CLSR Plan 63206
James Wright	6770086301	179, CLSR Plan 63206
Ivy Woods	6770009002	180, CLSR Plan 63206
Moses Johnson	6770040701	243, CLSR Plan 69298
Fran Johnson	6770040702	
Steven Eli	6770051201	242, CLSR Plan 69298
Denise Eli	6770051202	
Gerald Clayton	6770064301	241, CLSR Plan 69298
Roberta Clayton	6770064302	
Matthew Steven Clayton	6770035301	240, CLSR Plan 69298
Arthur Johnson	6770025001	239, CLSR Plan 69298
Hope Johnson	6770025002	
Robert Blackwater	6770055101	238, CLSR Plan 69298
Bessie Blackwater	6770055102	
Gary Tait	6770029601	251, CLSR Plan 69298
Marlene Tait	6770029602	
Daphne Robinson	6770060101	250, CLSR Plan 69298
Victor Robinson	6770038601	249, CLSR Plan 69298
Hilda Robinson	6770038602	
Trevor Stewart	6770061001	248, CLSR Plan 69298
Yvonne Stewart	6770061002	
Annette Peal (George Peal Jr.)	6770106301	245, CLSR Plan 69298
Edna Tait	6770044901	244, CLSR Plan 69298
Herbert Morven	6770021201	142, CLSR Plan 63206
Nita Morven	6770021202	
Samuel Munroe	6770020901	141, CLSR Plan 63206
Kathy Munroe	6770020902	
Christine Gosnell	6770013502	140, CLSR Plan 63206
Henry Wright	6770020801	139, CLSR Plan 63206
Max Wright	6770015801	138, CLSR Plan 63206
Elizabeth Wright	6770015802	
Myrna Wright	6770108901	137, CLSR Plan 63206
Ethel Munroe	6770006401	130, CLSR Plan 63206
George Gosnell	6770076901	128, CLSR Plan 63206

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION
Edmond Wright	6770024601	129, CLSR Plan 63206
Millicent Wright	6770024602	
Jackie Adams	6770073501	136, CLSR Plan 63206
Kelly McMillan	6770018201	131, CLSR Plan 63206
Melinda McMillan	6770018202	
Margaret Woods	6770061701	132, CLSR Plan 63206
Percy Tait	6770008701	133, CLSR Plan 63206
Doris Tait	6770008702	
Clifford Sr. Percival	6770022401	134, CLSR Plan 63206
Lilac Percival	6770022402	
Fred Grandison	6770051301	135, CLSR Plan 63206
Sharlene Grandison	6770051302	
Phillip Azak	6770034601	342, (Item 1996 10 148)
Cecilia Azak	6770034602	
Glen Nisyok	6770051901	343, (Item 1996 10 148)
Andrea Nisyok	6770051902	
Band House		344, (Item 1996 10 148)
Tania Percival	6770099901	345, (Item 1996 10 148)
Ralph Robinson	677	346, (Item 1996 10 148)
Kimberly Munroe [Thompson]	6770087301	347, (Item 1996 10 148)
Debra Stewart (Clayton)	6770099801	348, (Item 1996 10 148)
Gerald Robinson	6770041201	350, (Item 1996 10 148)
Dena Robinson	6770041202	
Terrance Morven	6770032001	349, (Item 1996 10 148)
Sharlene Morven	6770032002	
Lauren Peter Adams	6770072001	351, (Item 1996 10 148)
Sheila McKay	6770071901	
Fred Clayton	6770063101	352, (Item 1996 10 148)
Georgia Clayton	6770063102	
Samuel McMillan	6770012101	353, (Item 1996 10 148)
Sarah McMillan	677 0012102	
Robert Eli	6770088301	354, (Item 1996 10 148)
Claudine Eli	6770107001	
Bernice Grandison	6770064201	355, (Item 1996 10 148)
Godfrey Adams	6770000501	356, (Item 1996 10 148)
Mildred Adams	6770000502	
Hugh Woods	6770039501	357, (Item 1996 10 148)
Geraldine Woods	6770039502	
James Nicholas Tait	6770051401	359, (Item 1996 10 148)
Linda Morven	6770058001	

VILLAGE OF GITLAKDAMIX continued...

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION
Bert Mercer	6770052401	363, (No CLSR plan)
Simon Guno	6770069701	364, (No CLSR plan)
Patricia Guno	6770106601	
Lyle E. Adams	6770081601	365, (No CLSR plan)
Daniel Gonu	6770093001	366, (No CLSR plan)
Lisa Gonu	6770083201	
Patrick Clayton	6770063701	367, (No CLSR plan)
Sharlene Lacroix	6770097501	
Joyce Bright	677	368, (No CLSR plan)
Walter Nisyok	6770082501	375, (No CLSR plan)
Renee Nisyok	6770109001	
Marianne Mitchell	6770080001	376, (No CLSR plan)
Frank Clayton	6770026501	377, (No CLSR plan)
Brad Percival	6770060301	378, (No CLSR plan)
Angela Percival	677	
Charlene Ousey	677	379, (No CLSR plan)
Vincent Johnson	6770037201	380, (No CLSR plan)
Cheryl Johnson	6770037202	
Frances Morven	6770017001	382, (No CLSR plan)
Charles Morven	6770026301	383, (No CLSR plan)
Alfred Sr. Johnson	6770014701	386, (No CLSR plan)
Dorothy Johnson	6770014702	
Winnie Morven	6770041401	391, (No CLSR plan)
Dan Gonu	6770019501	392, (No CLSR plan)
Lorretta Pelletier	6770081001	

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION (NO PLAN NO.S PROVIDED)
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Village of Laxgalts'ap

Kenny L. Robinson	6780042701	Lot 1 Block 1
John D. Robinson	6780015701	Lot 2 Block 1
Roy L. McKay	6780028501	Lot 3 Block 1
Stephen A. Moore	6780032301	Lot 4 Block 1
Mary A Moore	6780018102	Lot 5 Block 1
Leon P. Stephens	6780090201	Lot 6 Block 1
Matt Wright	6780118701	Lot 7 Block 1
Gus Sampare	6780023101	Lot 8 Block 1
Lorne Campbell	6780023301	Lot 9 Block 1
LVG Triplex		Lot 1 Block 2
Fred Stephens	6780023001	Lot 2 Block 2
Charlie W. Stephens	6780033301	Lot 3 Block 2
Alvin A. McKay	6780011901	Lot 4 Block 2
Rhonda V. Leeson	6780027502	Lot 5 Block 2
Charles I. Leeson	6780048901	Lot 6 Block 2
Philip J. Stephens	6780033401	Lot 7 Block 2
Melvin C. Stevens	6780036001	Lot 8 Block 2
Bruce K. Stephens	6780033201	Lot 9 Block 2
Horace E. Stevens	6780085601	Lot 10 Block 2
Vacant		Lot 11 Block 2
Sylvia J. Stephens	6780108201	Lot 1 Block 4
Vacant		Lot 2 Block 4
Lorne T. McKay	6780032501	Lot 3 Block 4
Irene P. McKay	6780014502	Lot 4 Block 4
Alexander E. Stephens	6780009001	Lot 5 Block 4
Wallace Clark	6780036801	Lot 6 Block 4
Flora J. Bright	6780031101	Lot 7 Block 4
Milton E. Clark	6780002201	Lot 8 Block 4
Bradley W. Moore	6780045001	Lot 9 Block 4
Lorne A. Ryan	6780089801	Lot 10 Block 4
Mayne K. Stephens	6780047201	Lot 11 Block 4
Clarence B. Stephens	6780015101	Lot 12 Block 4
Henry M. Moore	6780024601	Lot 13 Block 4
Barry F. Stevens	6780033601	Lot 14 Block 4
John W. Tait	6780045901	Lot 15 Block 4
Lawrence R. Stephens	6780044101	Lot 16 Block 4
Earl D. Stephens	6780040901	Lot 17 Block 4
Rosalee J. Vickers	6780049302	Lot 18 Block 4
Fred V. Moore	6780030401	Lot 1 Block 5
LVG Duplex		Lot 2 Block 5
Elsie G. Martin	6780067701	Lot 3 Block 5

VILLAGE OF LAXGALTS'AP continued...

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION (NO PLAN NO.S PROVIDED)
Irene Robertson	6780091501	Lot 4 Block 5
Moses G. McKay	6780021301	Lot 5 Block 5
Jacob V. McKay	6780016801	Lot 6 Block 5
Joseph Tait	6780015001	Lot 7 Block 5
Dianna A. Rai	6780094701	Lot 8 Block 5
Ivan J. Moore	6780014301	Lot 9 Block 5
Raymond I. Calder	6780009801	Lot 1 Block 6
Gary B. Stephens	6780023901	Lot 2 Block 6
LVG Rental		Lot 3 Block 6
Donald V. Leeson	6780034501	Lot 4 Block 6
Alan M. McKay	6780032401	Lot 5 Block 6
LVG Rental		Lot 6 Block 6
Vacant		Lot 7 Block 6
Easement		Lot 8 Block 6
Delmer F. Clark	6780054101	Lot 9 Block 6
LVG Duplex		Lot 10 Block 6
LVG Rental Unit		Lot 11 Block 6
Percy M. Stephens	6780030901	Lot 12 Block 6
Vacant		Lot 13 Block 6
Terry Stevens	6780009901	Lot 14 Block 6
Laxgalts'ap Elementary School		Lot 1 Block 7
Vacant		Lot 2 Block 7
Arnold J. Stewart	6780055801	Lot 3 Block 7
Rodney I. Davis	6780051701	Lot 4 Block 7
Lyle M. Stevens	6780040601	Lot 5 Block 7
Morris R. Watts	6780033901	Lot 6 Block 7
Vacant		Lot 7 Block 7
BC Tel Trailer		Lot 8 Block 7
Rennie M. Tait	6780042501	Lot 9 Block 7
Marcus N. Bright	6780022901	Lot 10 Block 7
Perry H. Robinson	6780088401	Lot 11 Block 7
Larry H. Martin	6780024901	Lot 12 Block 7
Erwin L. Alexander	6780087501	Lot 13 Block 7
Louis B. McKay	6780038901	Lot 14 Block 7
Colin A. Moore	6780042401	Lot 15 Block 7
Leonard F.J. Robinson	6780014201	Lot 16 Block 7
Nurse's Trailer		Lot 17 Block 7
Thomas T. Tait	6780056301	Lot 18 Block 7
Vacant		Lot 19 Block 7
Norman A. Stephens	6780035901	Lot 20 Block 7
Reginald E. Sampare	6780094501	Lot 21 Block 7
Alan F. Moore	6780020301	Lot 22 Block 7
Christine McKay	6780006502	Lot 23 Block 7

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION (NO PLAN NO.S PROVIDED)
Clarence C. Robinson	6780020201	Lot 24 Block 7
Frederick W. Tait	6780040301	Lot 1 Block 8
Alfred A. Robinson	6780007101	Lot 2 Block 8
Duane S. McKay	6780066701	Lot 3 Block 8
Arthur G. Moore	6780011601	Lot 4/12 Block 8
Herbert Calder	6780001801	Lot 5/11 Block 8
James McNeil	6780035101	Lot 6/10 Block 8
Wilfred Tait	6780011701	Lot 7 Block 8
Alex A. Angus	6780015601	Lot 8 Block 8
Charlie J. Swanson	6780012801	Lot 9 Block 8
St. Andrew's Church		Lot 1 Block 9
Charles J. Moore	6780025501	Lot 2 Block 9
Katherine Stephens	6780008802	Lot 3 Block 9
Marina J. McKay	6780025802	Lot 4 Block 9
Glen C. Robinson	6780025001	Lot 5 Block 9
Bertram McKay	6780005301	Lot 6 Block 9
Horace M. Stephens	6780038201	Lot 7 Block 9
William A. Moore	6789925201	Lot 8 Block 9
Charles E. Davis	6780036301	Lot 9 Block 9
Irma Innes	6780048202	Lot 10 Block 9
Kenneth R. Davis	6780039701	Lot 11 Block 9
Vacant		Lot 12 Block 9
Charlie S. Watts	6780033801	Lot 13 Block 9
<i>Village of Laxgalts'ap - North Road Crescent Subdivision</i>		
Victoria B. Stevens	6780060401	Lot 1
Brenda A. Morrison	6780079301	Lot 2
Matthew H. Moore	6780035401	Lot 3
Reynard H. Moore	6780022601	Lot 4
Hector Gurney	6780015801	Lot 5
Kevin H. McKay	6780039401	Lot 6
Noreen K. Cross	6780040201	Lot 7
Abraham Davis	6780002501	Lot 8
Albert L. Stephens	6780008401	Lot 9
Nurse's Residence		Lot 10
Roderick Maxwell	6780011001	Lot 11
Matthew C. Bright	6780022601	Lot 12
Craig G. McKay	6780051601	Lot 13
Mario O. Stevens	6780054401	Lot 14
Marvin C. Stephens	6780039601	Lot 15
<i>Village of Laxgalts'ap - Cottonwood Court Subdivision</i>		
Marie A. Watts	6780094201	Lot 16
Willard A. Martin	6780017301	Lot 17
Karon L. McKay	6780031201	Lot 18
Peter Leeson	6780041901	Lot 19

VILLAGE OF LAXGALTS'AP continued...

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION (NO PLAN NO.S PROVIDED)
Harry M. Stephens	6780050101	Lot 20
Currie W. Gurney	6780037901	Lot 21
James W.R. Lincoln	6780091301	Lot 22
Oscar H. Clayton	6780088601	Lot 23

Village of Laxgalts'ap - Highway Drive Subdivision

Lois G.D. McKay	6780041501	Lot 24
Cheryl J. Sampare	6780062701	Lot 25

Village of Laxgalts'ap - Spruce Drive Subdivision

LVG Daycare		Lot 26
Tony C. Stevens	6780054701	Lot 27
Ira A. McKay	6780051101	Lot 28
Barbara L. Davis	6780034102	Lot 29
Brenda E. Stevens	6780037102	Lot 30
Viola C. Robinson	6780031301	Lot 31
Martin J. Robinson	6780066901	Lot 32
Albert M. Stephens	6780066901	Lot 33
Sherry E. Small	6780046201	Lot 34
Vernon Gurney	6780053101	Lot 35
Vincent Robinson	6780065501	Lot 36
Andrew S. McKay	6780057901	Lot 37
Darren C. McNeil	6780073101	Lot 38
Delores M. McKay	6780099201	Lot 39
Charlotte P. Haizimsque	6780094401	Lot 40

Village of Laxgalts'ap - Willow Place Subdivision

Magnus C. Stevens	6780027301	Lot 41
Hester R. McKay	6780016102	Lot 42
Barbara M. Edgar	6780093701	Lot 43
Annette B. Clayton	6780096601	Lot 44
Alfred S. Stewart	6780059001	Lot 45

Village of Laxgalts'ap - Spruce Drive Subdivision

Christine E. Collison	6780045601	Lot 46
Valerie J. Evans	6780051401	Lot 47
Hubert W. Haldane	6780023201	Lot 48

Village of Laxgalts'ap - Multi-family rental units

Perry T. Robinson	6780118501	402 A
Reynold R. Maxwell	6780039301	402 B
Keith J. Gurney	6780098901	402 C
Dawna L. Watts	6780092701	403 A
Rodney I. Davis	6780051701	403 B
Louisa A. Gray	6780025701	403 C
Mary A. Moore	6780018102	404 A
Ella P. Stevens	6780088201	404 B
Robert S. Tait	6780047901	405 A
Mark A. Davis	6780031901	405 B

HOMEOWNER MEMBER NAME	MEMBER BAND NO.	HOME LOCATION (NO PLAN NO.S PROVIDED)
Kirk A. Ritchie	6780102801	405 C
Timothy Derrick	6780003201	406 A
Charlotte Angus	6780114101	406 B
Cora E. Aksidan	6780000102	406 C

Tenants of LVG Rental and Multi-Family Units are subject to change as permanent housing is obtained.

APPENDIX C - 7

**ANGLING GUIDE LICENCES, TRAPLINE LICENCES
AND GUIDE OUTFITTER LICENCE WHOLLY OR
PARTIALLY ON NISGA'A LANDS**

WATERS	LICENCE No.	WATERS	LICENCE No.
Dragon Lake	203793	Nass River cont.	202426
	203794		202427
	202438		203800
Ginlulak Creek	203796		203752
	203815		203756
Iknouk River	203811		202428
Ishkheenickh River	206180		202446
	203811		203805
	203791		202494
	203793	Tchitin River	203815
	203751	Tseax River	202471
	203800		203791
	202468		203793
	203772		203783
	203796		203751
	203753		202426
	202494		202427
	202438		203752
Kincolith River	206180		203756
	203811		203796
	203791		202428
Nass River	203758		202461
	206180		203807
	202471		202438
	203791		203815
	203783	Zolzap Creek	203815
	203803		

ANGLING GUIDE LICENCES, TRAPLINE LICENCES AND GUIDE OUTFITTER LICENCE continued...**TRAPLINES**

614T 007	614T 065	614T 104
614T 008	614T 066	615T 023
614T 011	614T 067	615T 024
614T012	614T 068	615T 025
614T 013	614T 069	615T 027
614T 014	614T 070	615T 044
614T 015	614T 071	616T 001
614T 060	614T 072	616T 002
614T 061	614T 073	616T 003
614T 062	614T 074	616T004
614T 063	614T 075	616T 005
614T 064	614T 076	616T 015
	614T 077	

GUIDE OUTFITTER LICENCE

610G 001