

Appendices

Maa-nulth First Nations

Final Agreement



Huu-ay-aht



Ka:yu:k't'h'/Che:k'tles7et'h'



Toquaht



Uchucklesaht



Ucluelet



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INTRODUCTION

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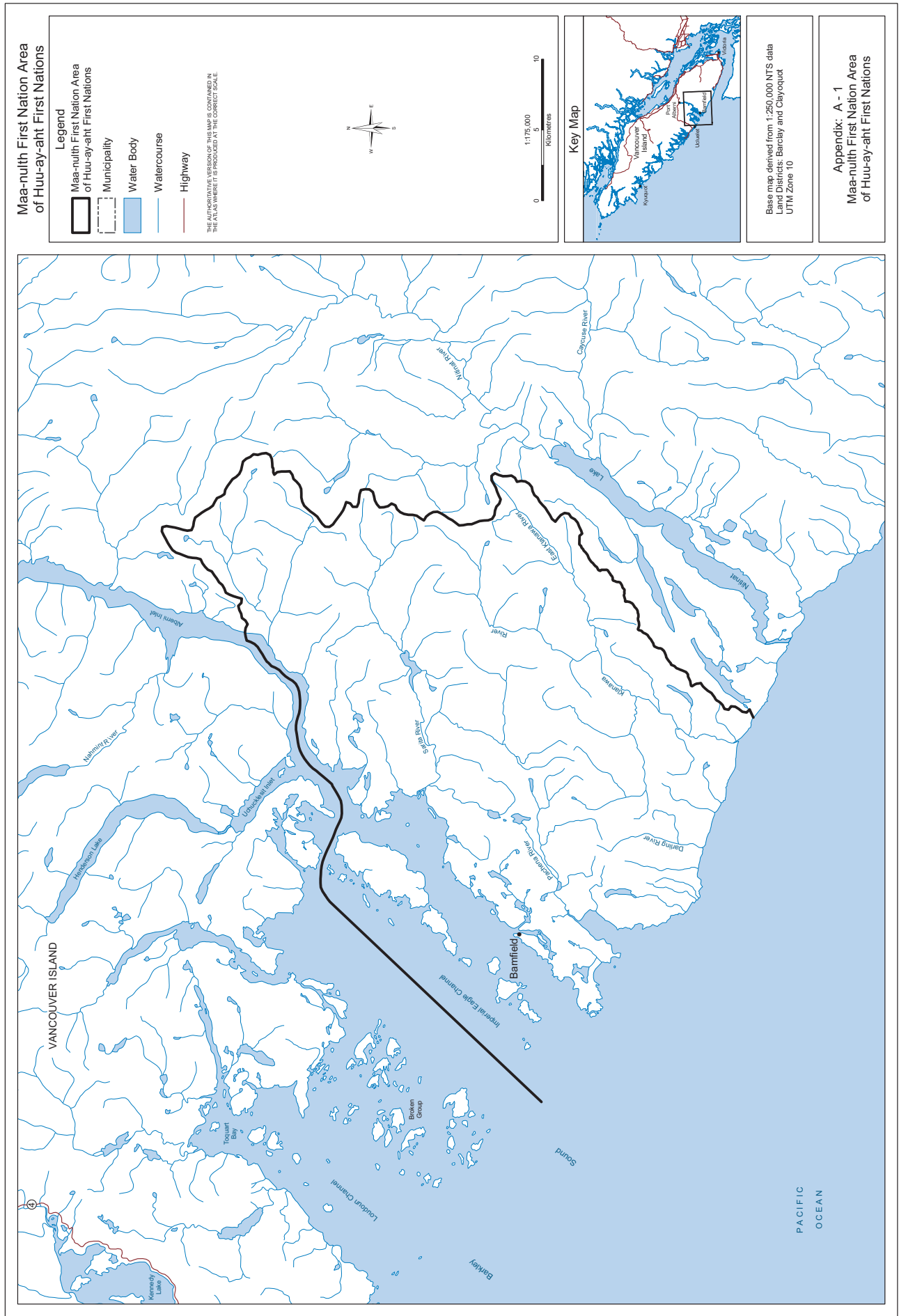
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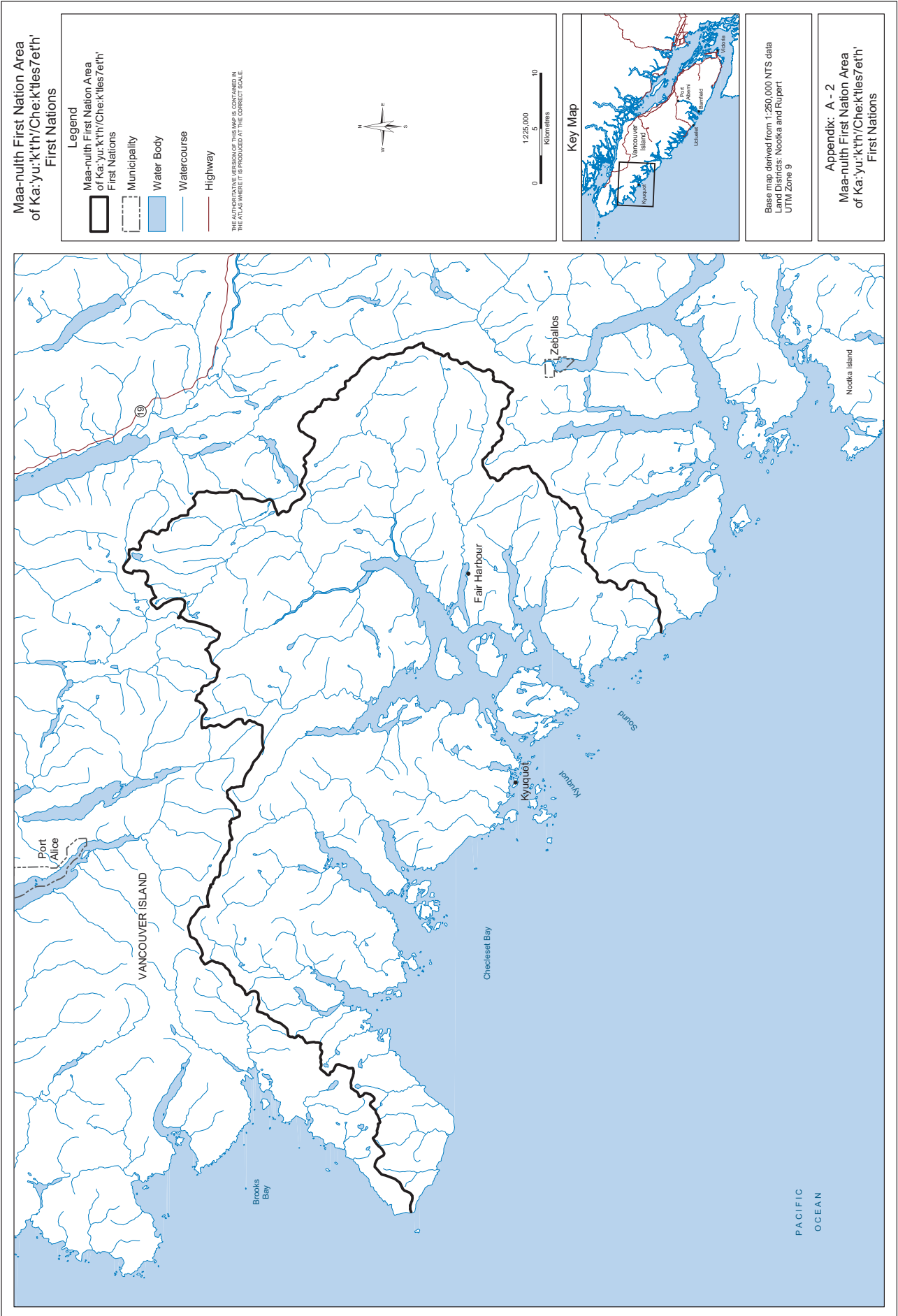
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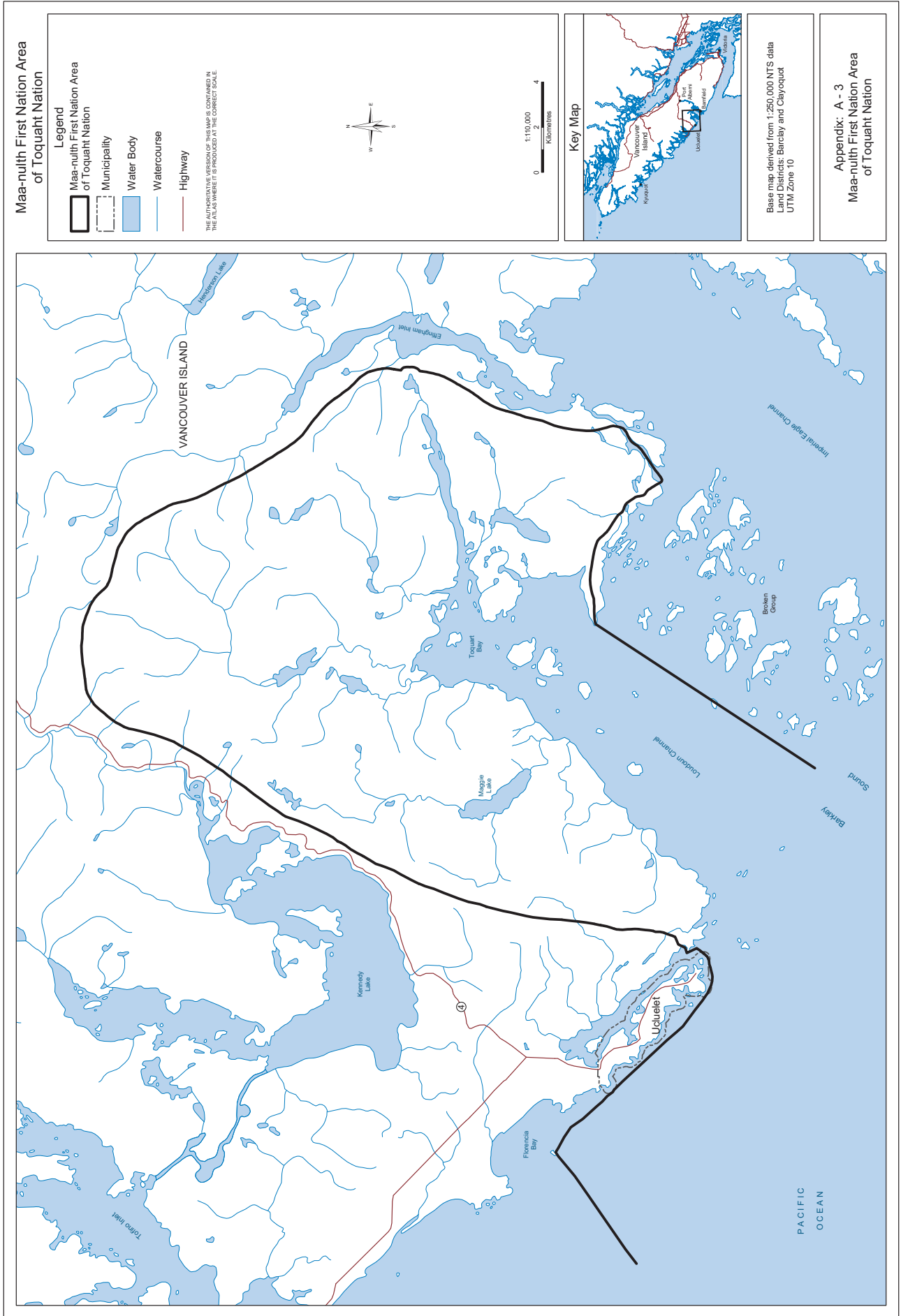
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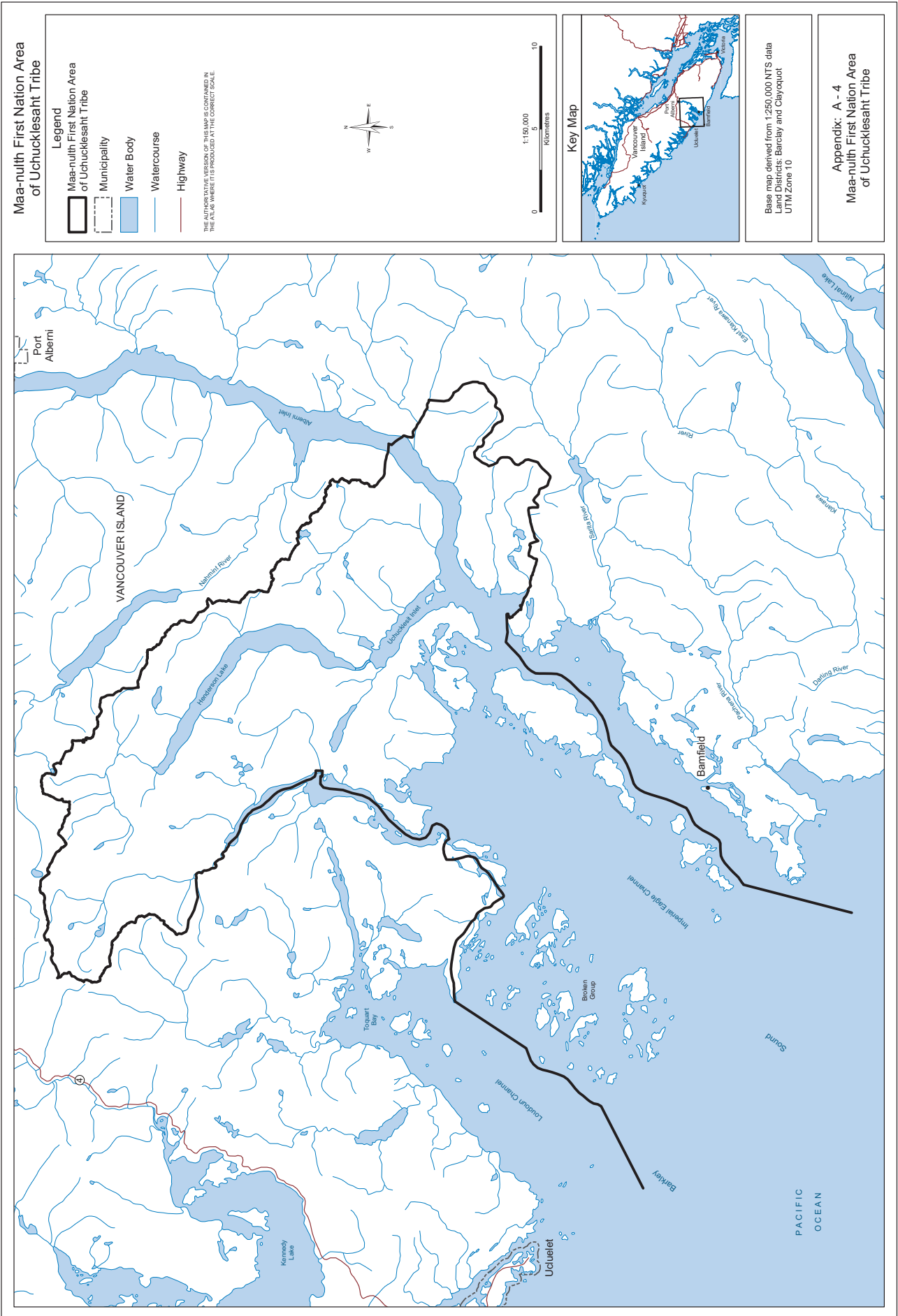
MAA-NULTH FIRST NATION AREA

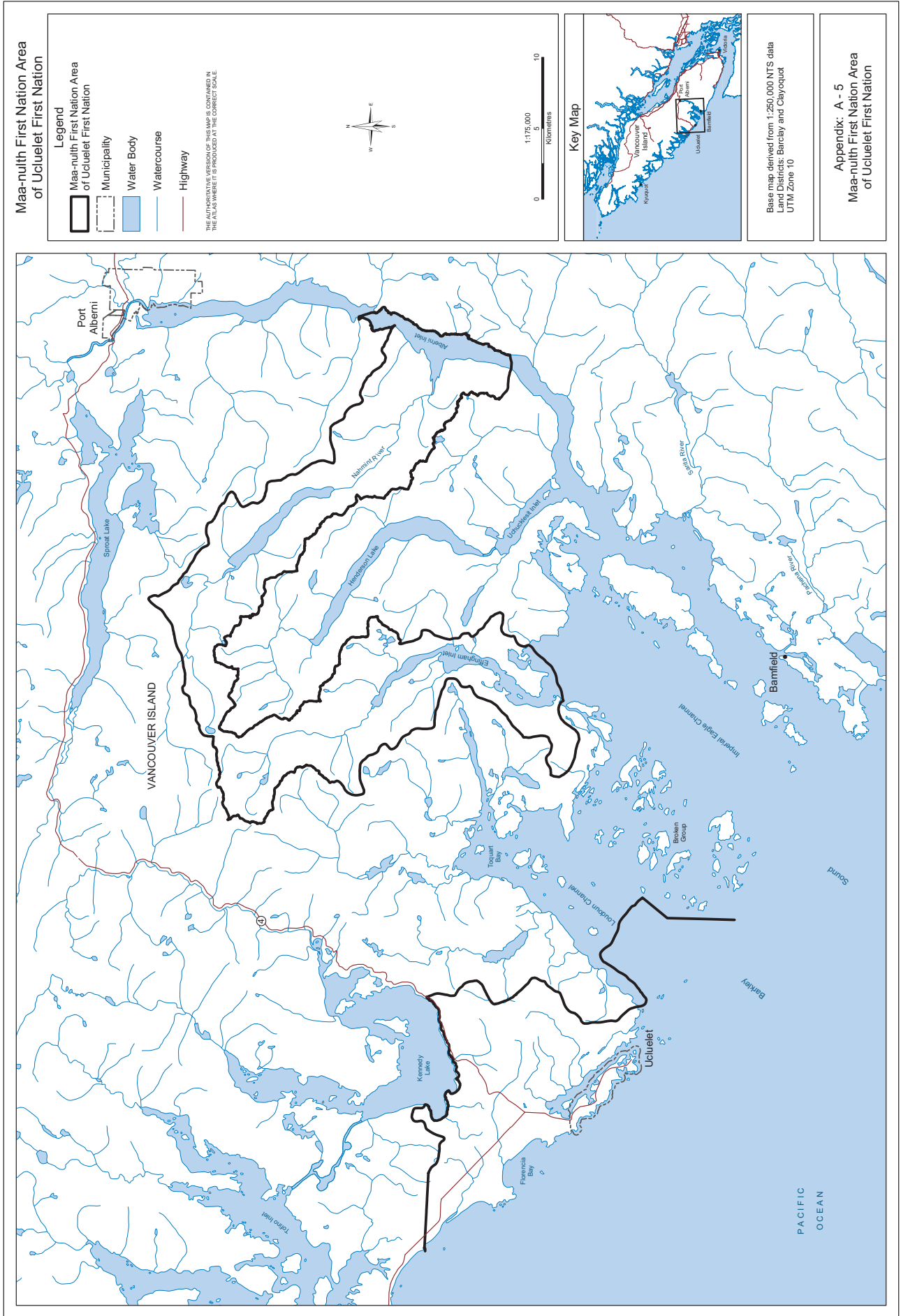
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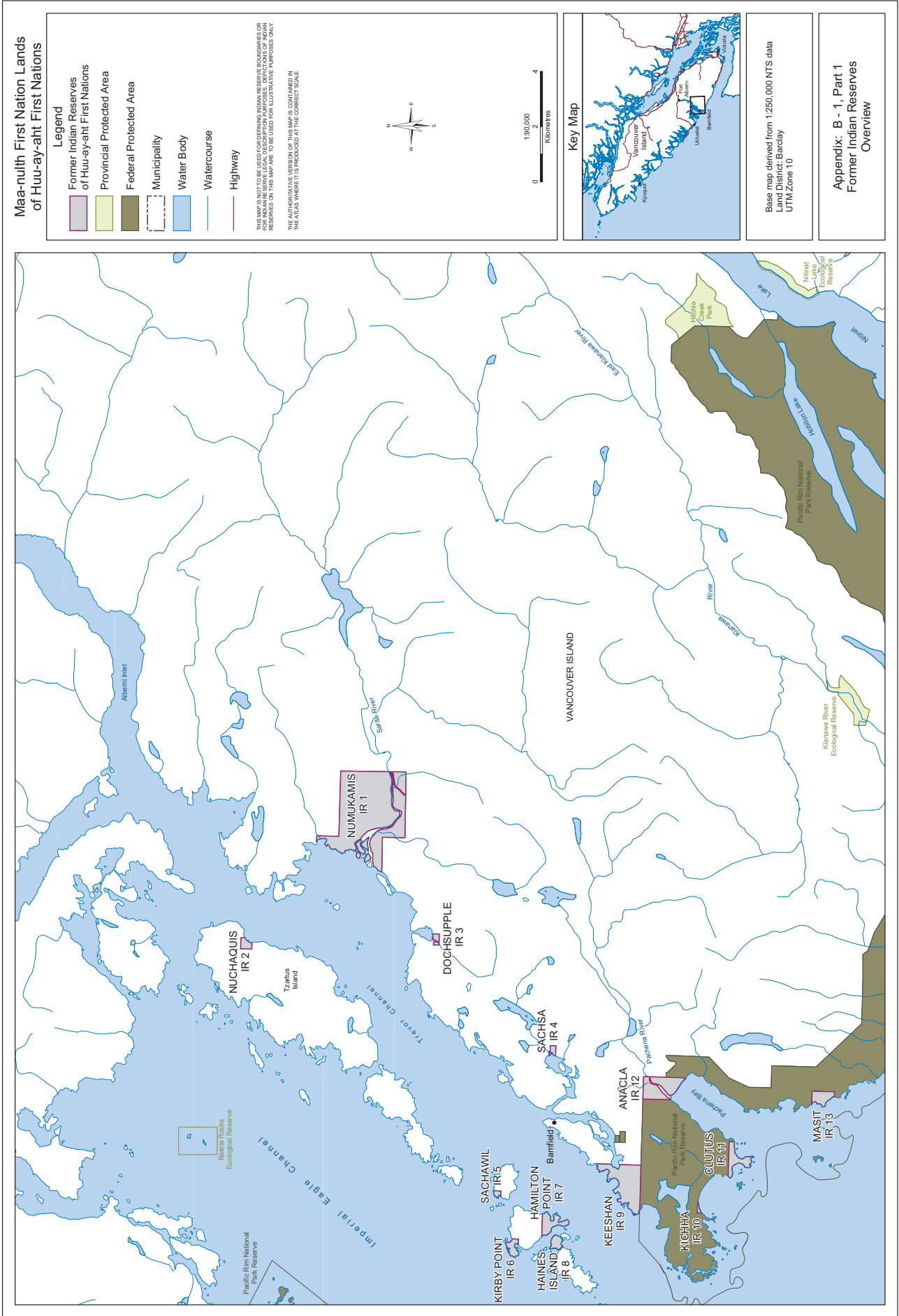




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Part 1	Overview Map of Former Indian Reserves of Ucluelet First Nation (a) List of Legal Descriptions
Part 2	Index Map of Additional Lands (a) Map Plans 1-8
Part 3	Map Plan of Lands Acquired by British Columbia and Canada from a Third Party (a) Legal Description of Lands Acquired by British Columbia and Canada from a Third Party
Part 4	List of Maa-nulth First Nation Lands of Ucluelet First Nation to be Registered in the Land Title Office

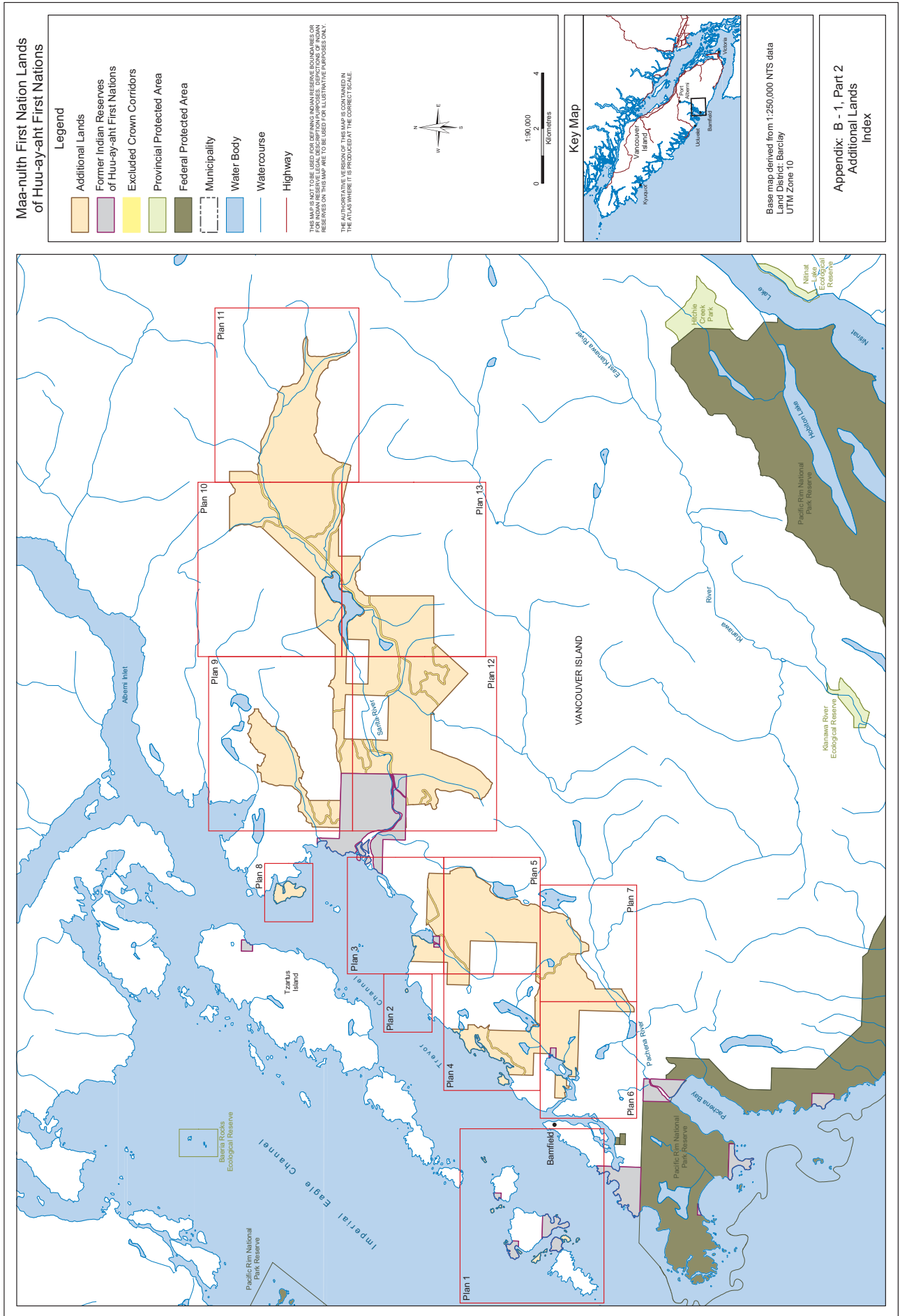


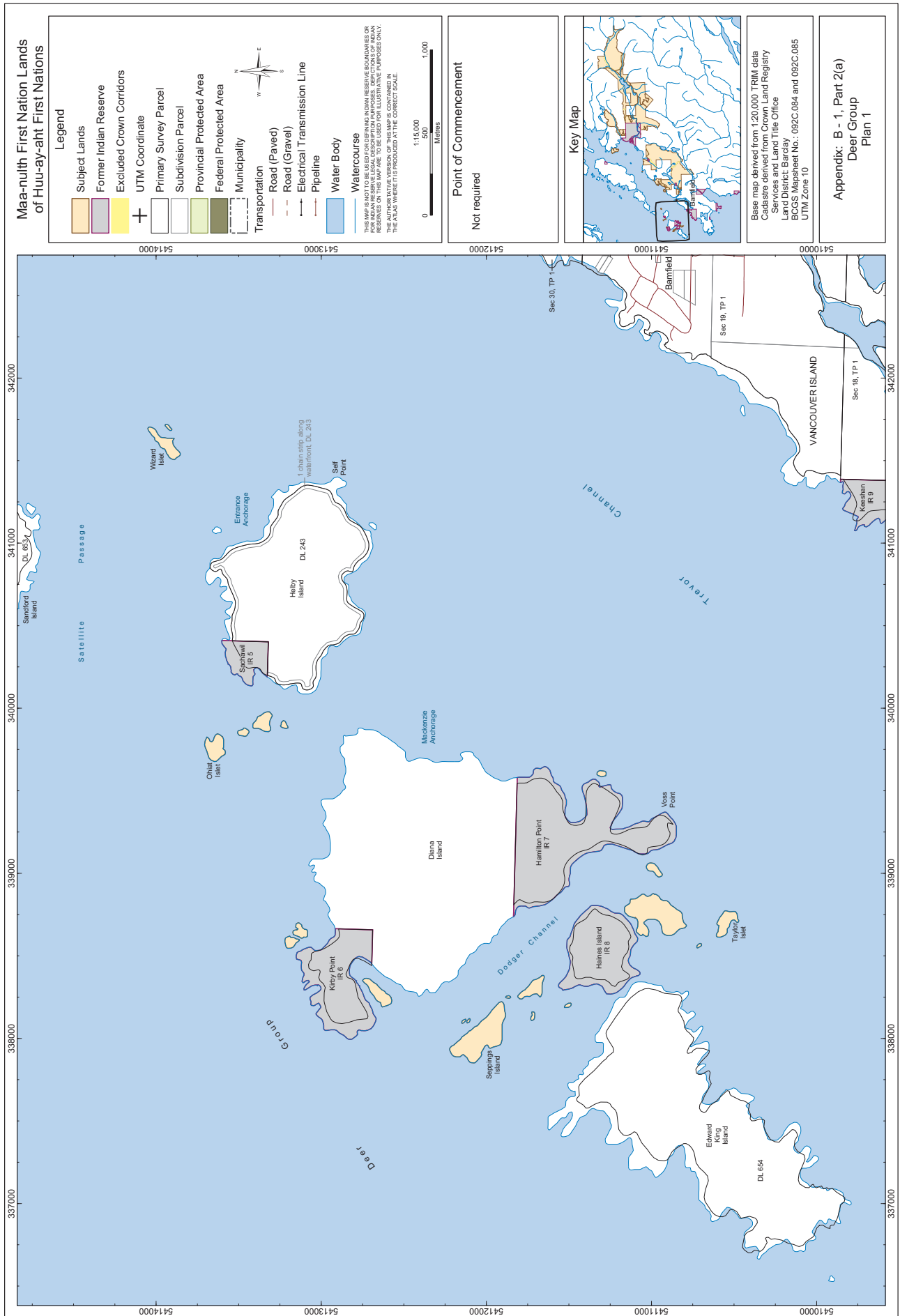
APPENDIX B-1
MAA-NULTH FIRST NATION LANDS OF
HUU-AY-AHT FIRST NATIONS

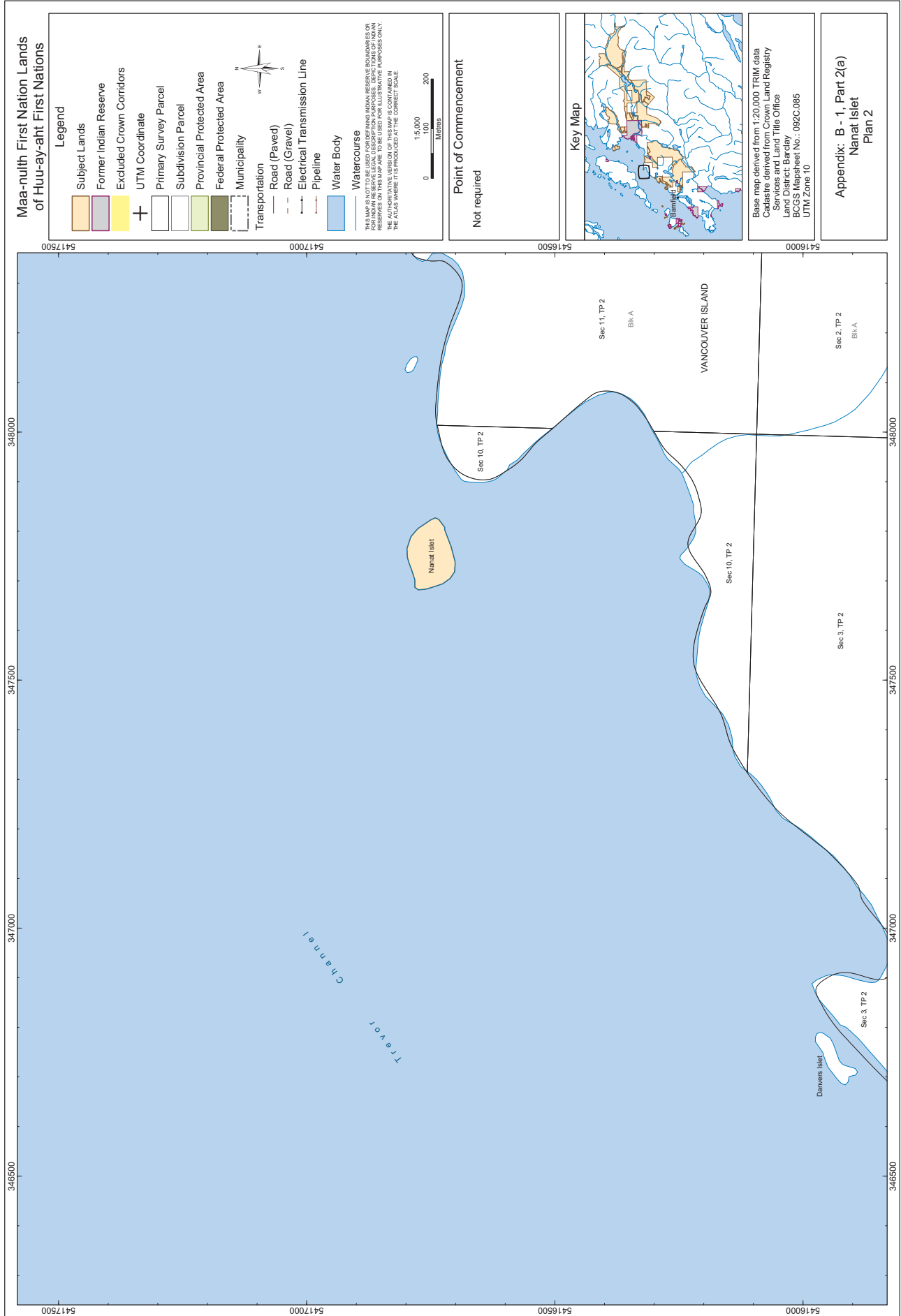
APPENDIX B-1, Part 1(a)
FORMER INDIAN RESERVES OF
HUU-AY-AHT FIRST NATIONS
LIST OF LEGAL DESCRIPTIONS

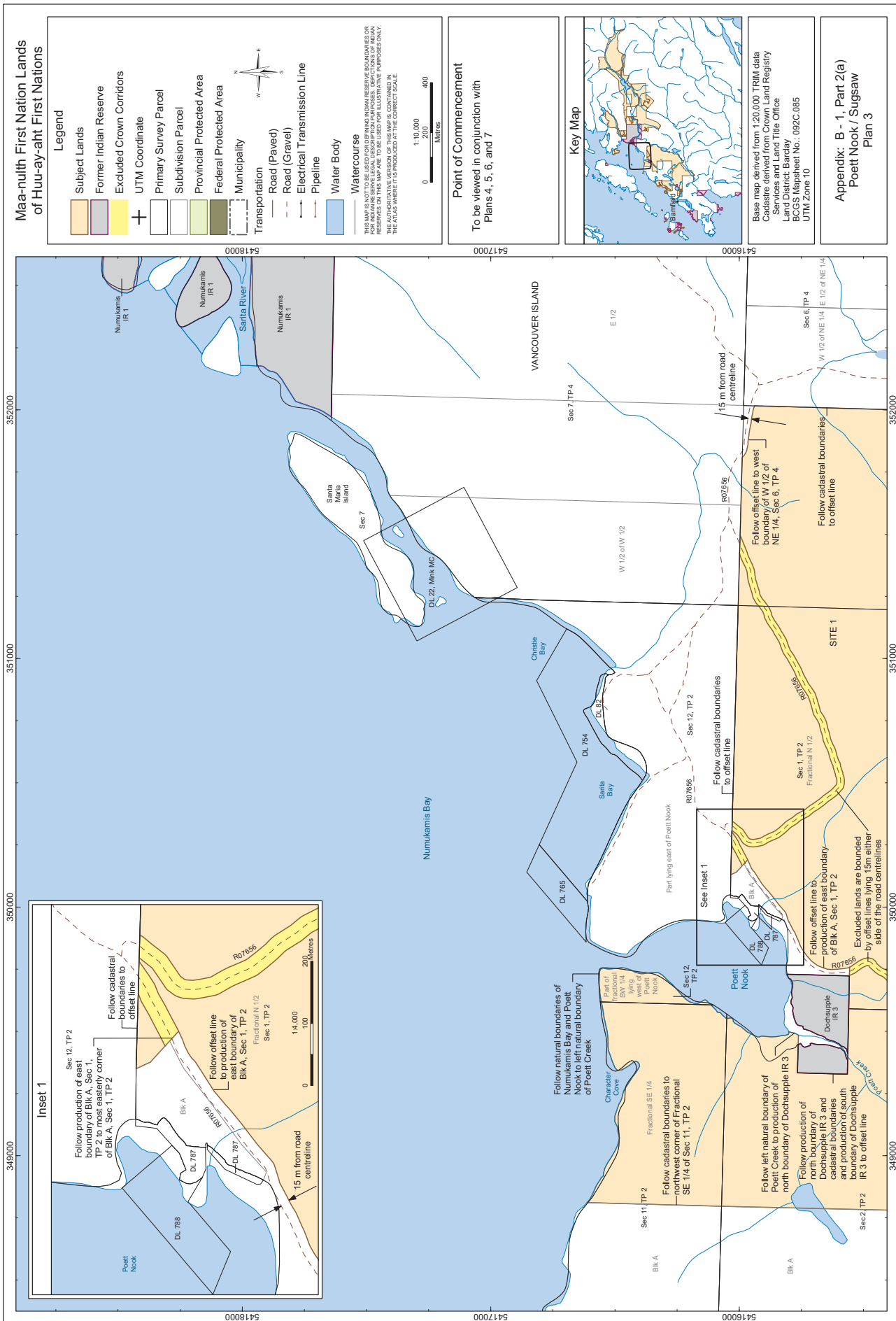
Indian Reserve Name	No.	Legal Description	
		District Lot No.	Plan ¹
Anacla	12	Not Applicable	BC35
Clutus	11	Not Applicable	BC35
Dochsupple	3	Not Applicable	BC34
Haines Island	8	Not Applicable	BC35
Hamilton Point	7	Not Applicable	BC35
Keeshan	9	Not Applicable	BC35
Kichha	10	Not Applicable	BC35
Kirby Point	6	Not Applicable	BC35
Masit ²	13	Not Applicable	BC35
Nuchaquis	2	Not Applicable	BC34
Numukamis	1	Not Applicable	BC34 ³
Sachawil	5	Not Applicable	BC35
Sachsa	4	Not Applicable	BC35

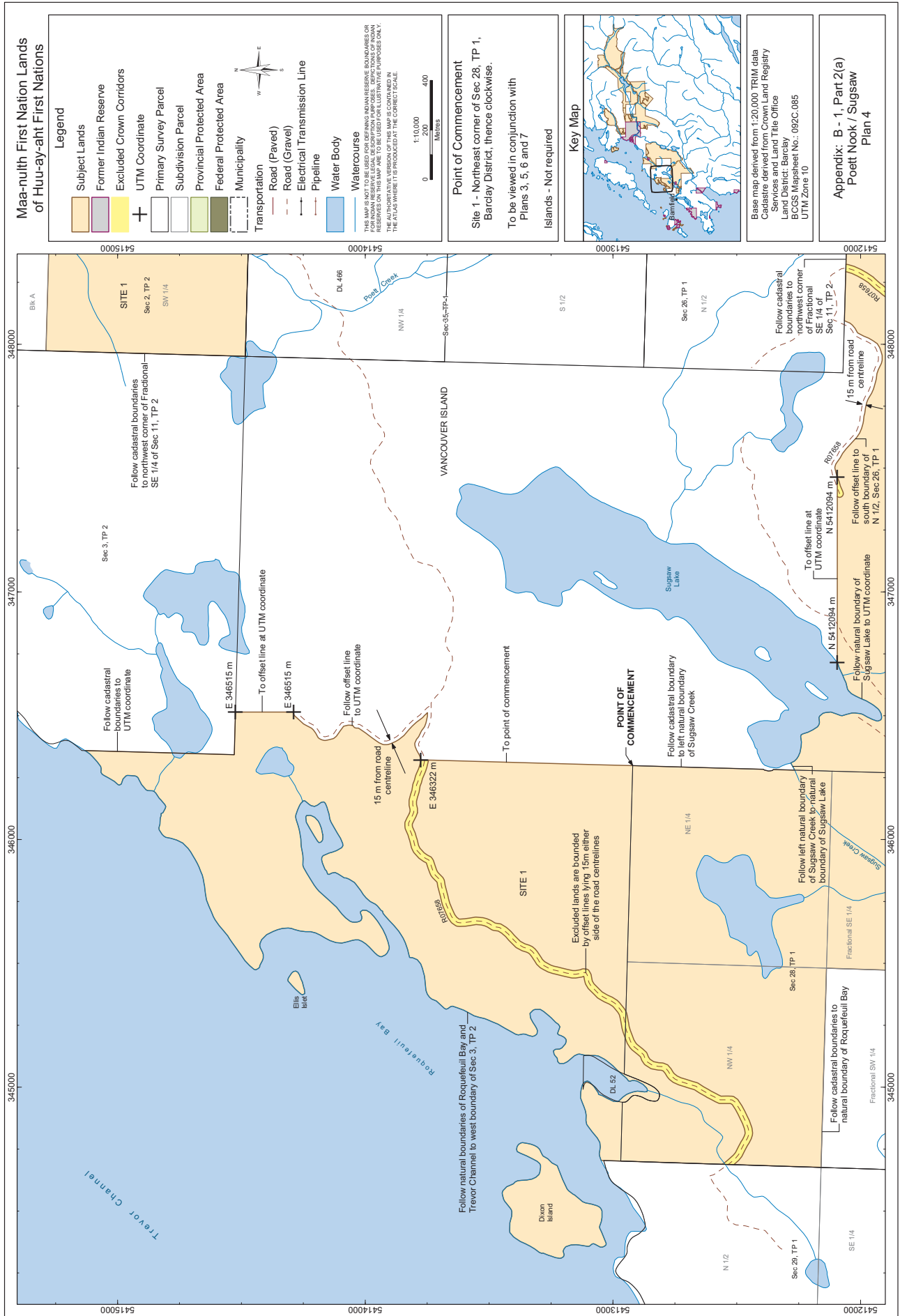
- 1 These are Canada Land Survey Records on deposit in Ottawa.
- 2 Known by HUU-ay-aht First Nations as Malsit.
- 3 Excluding the road right-of-way depicted on Land Title Plan No. 3444.

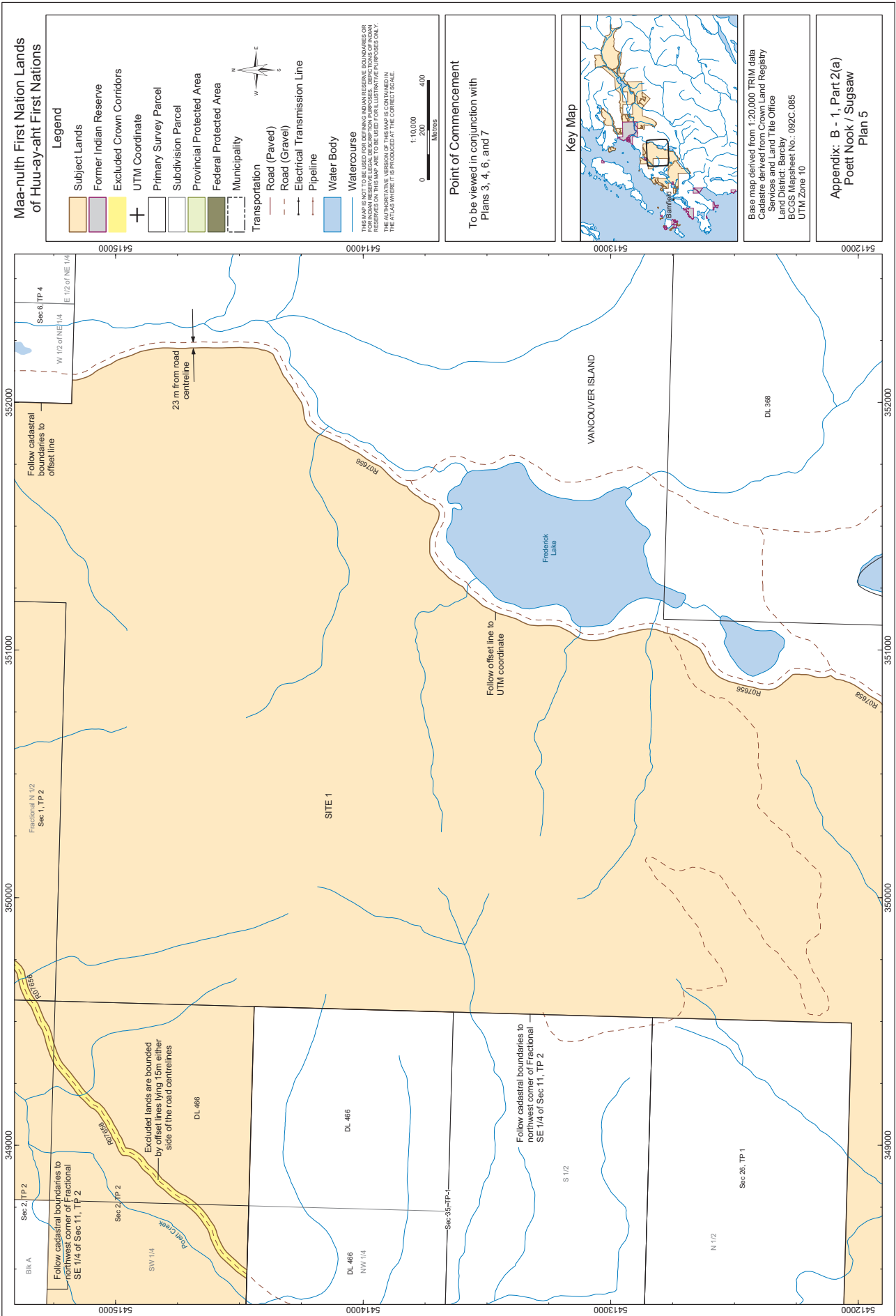


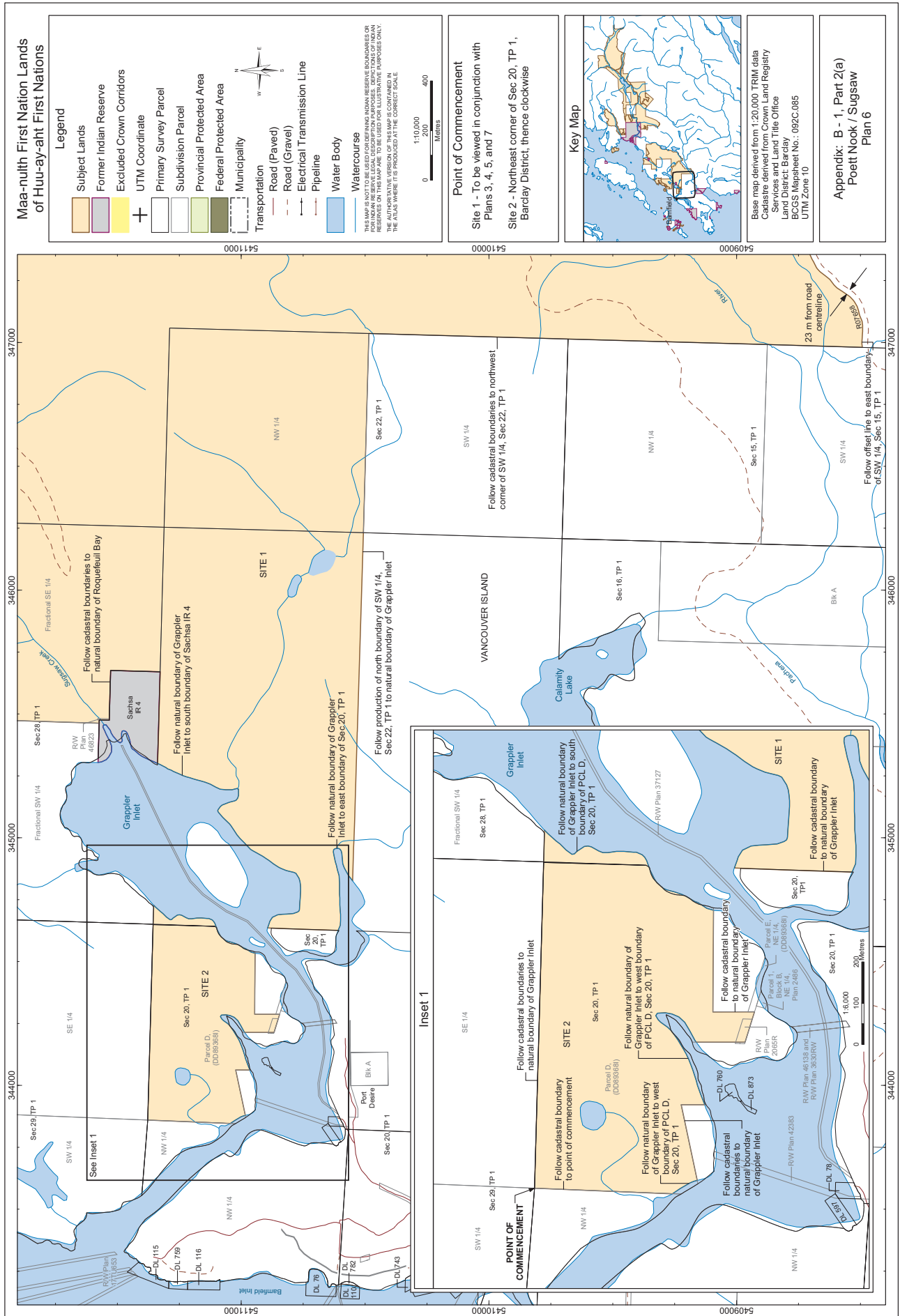


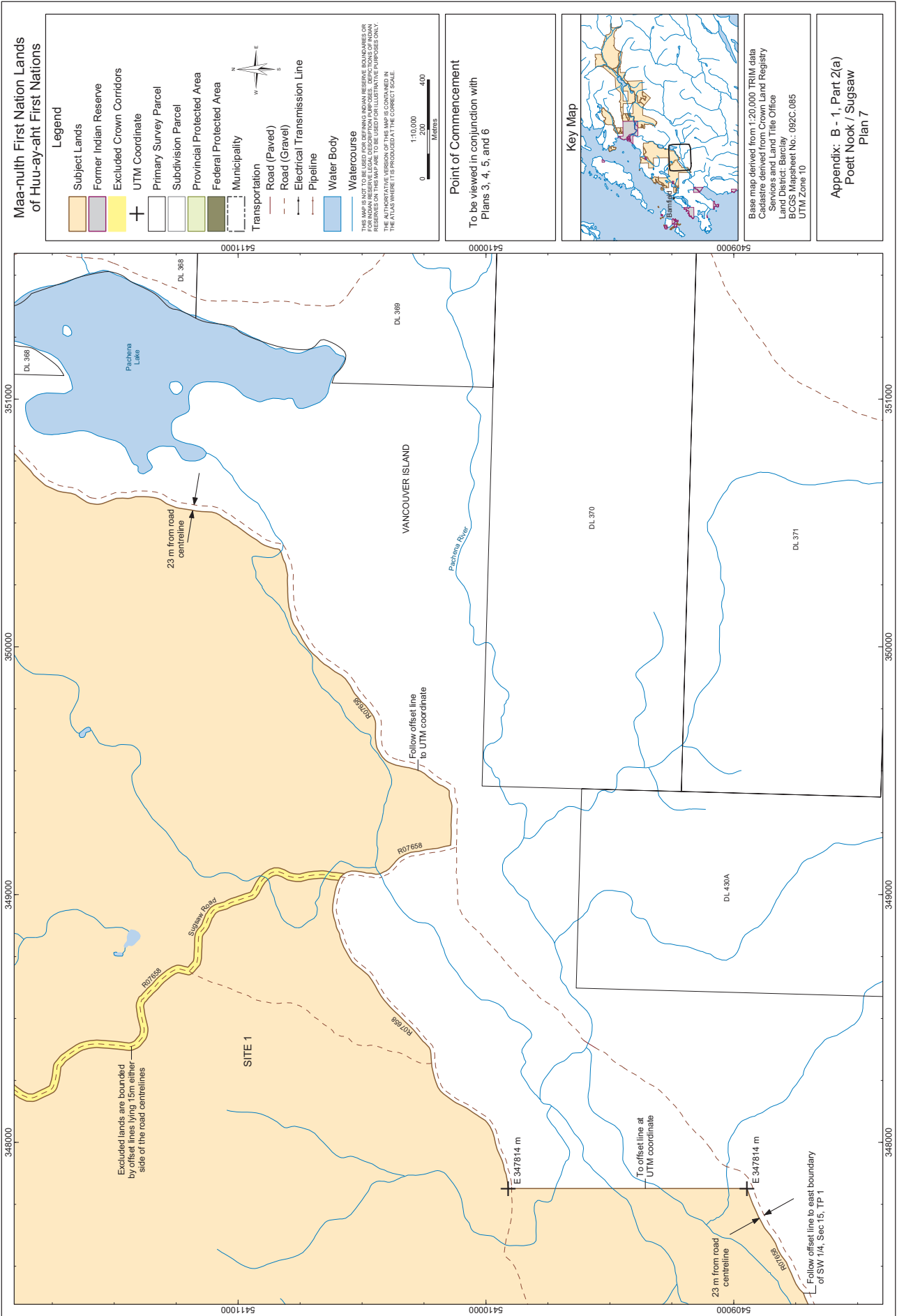


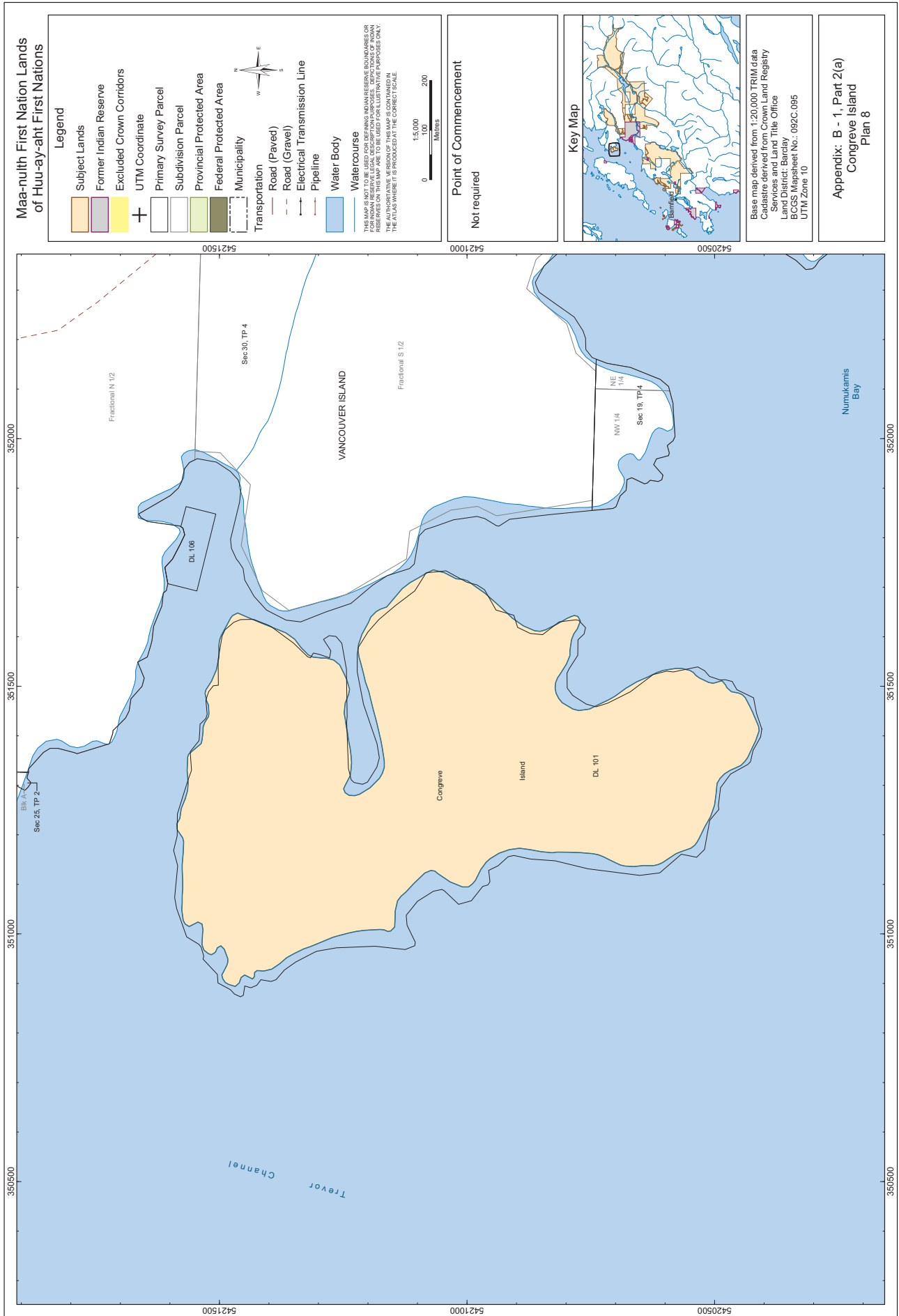


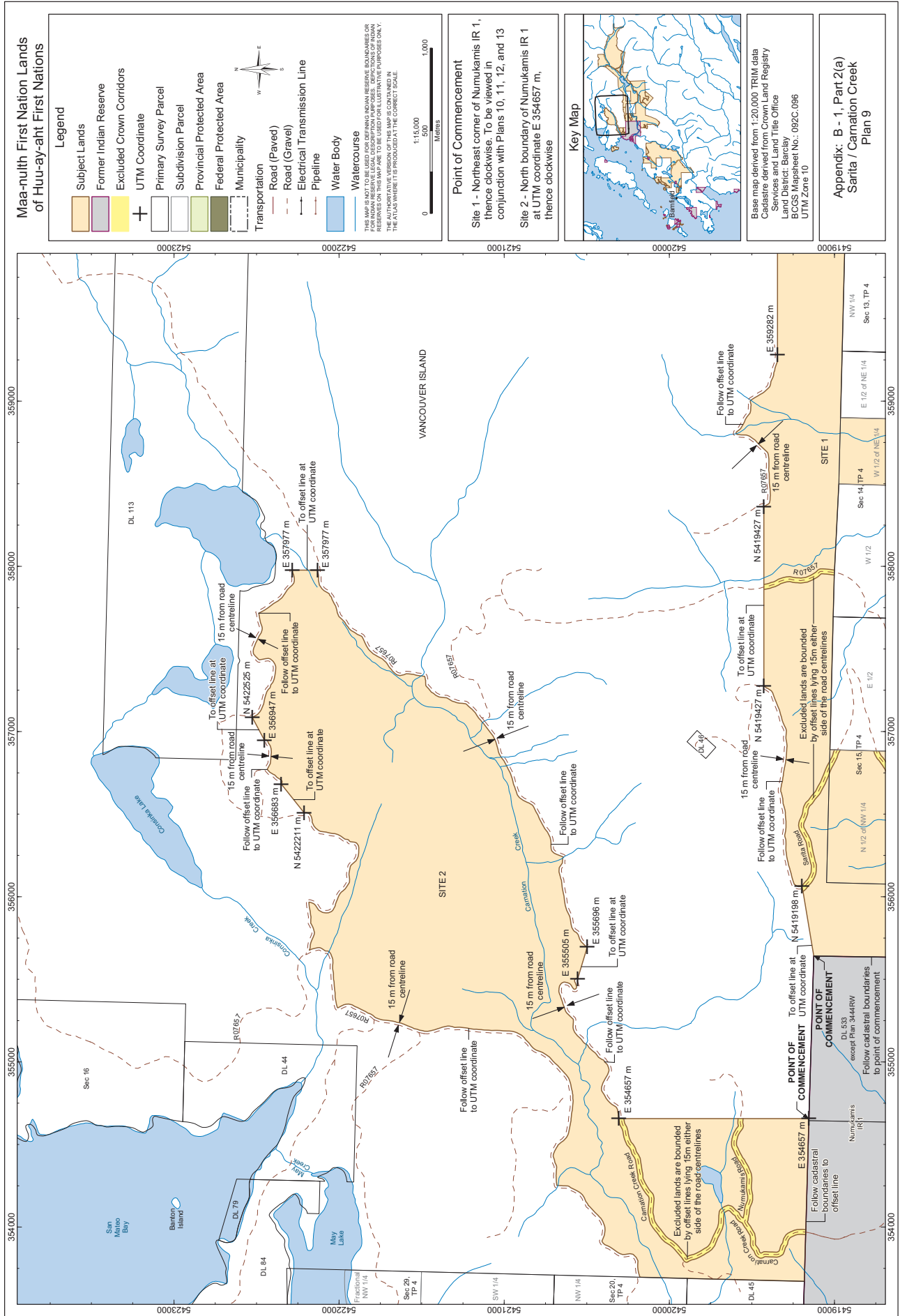


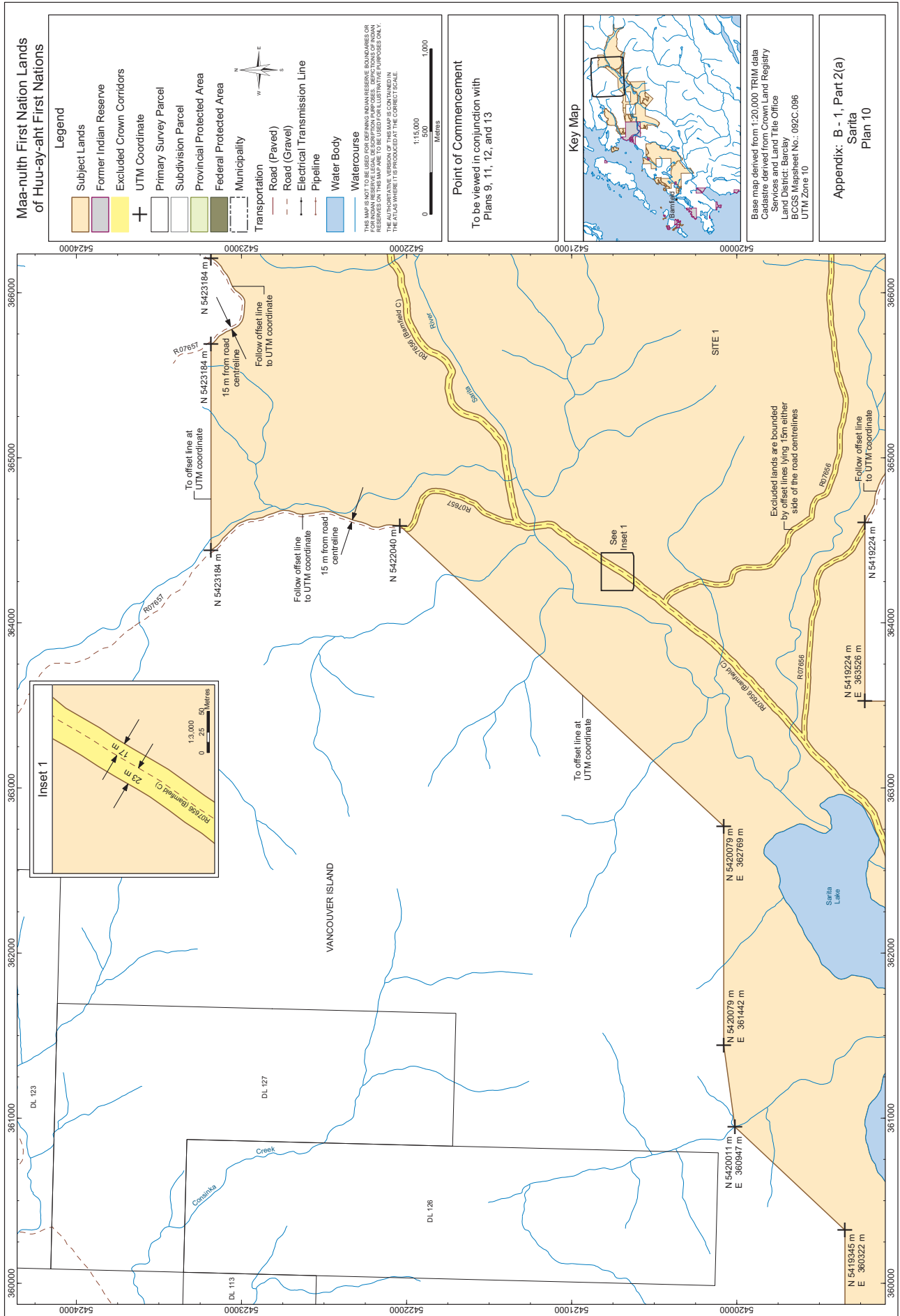


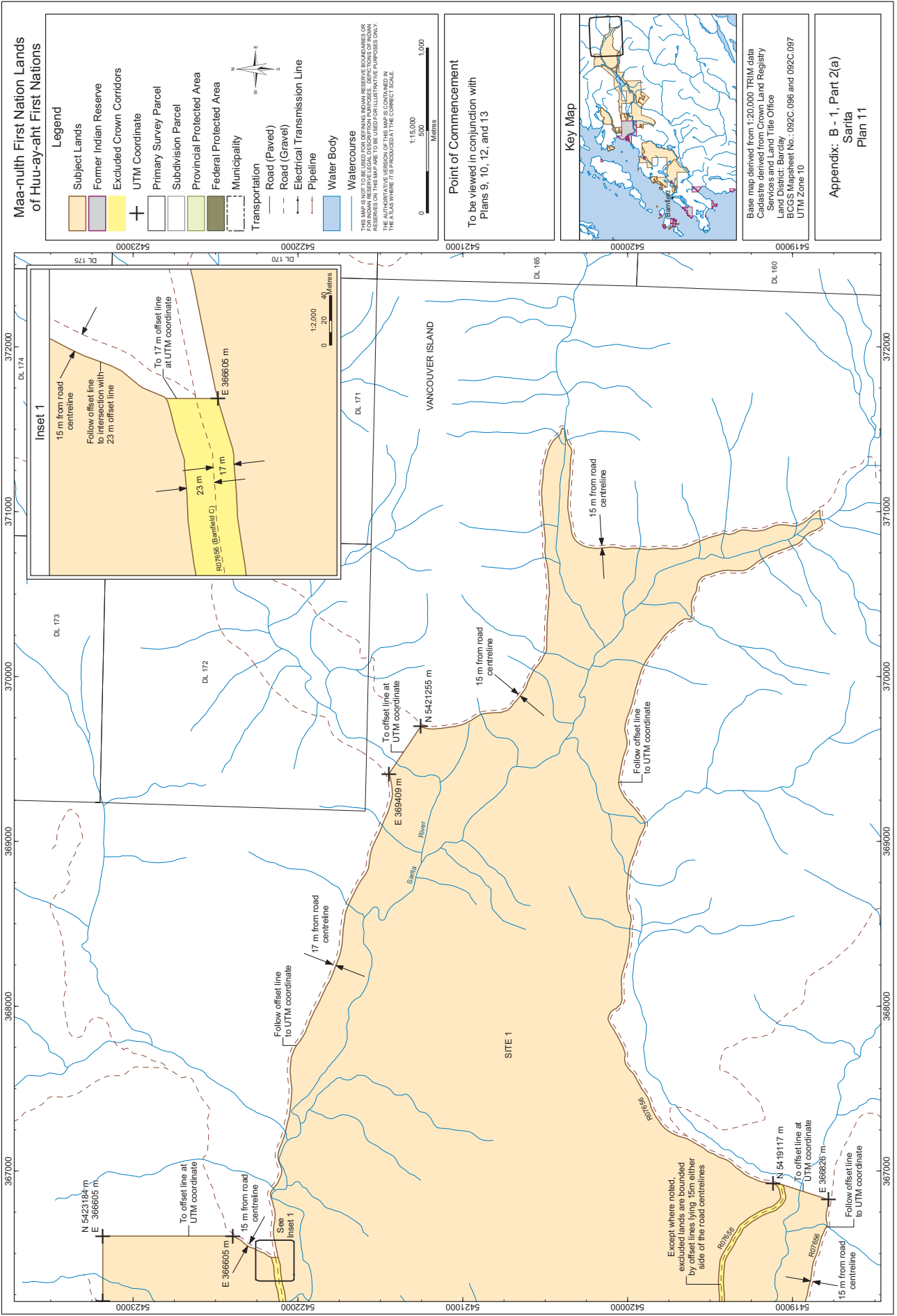


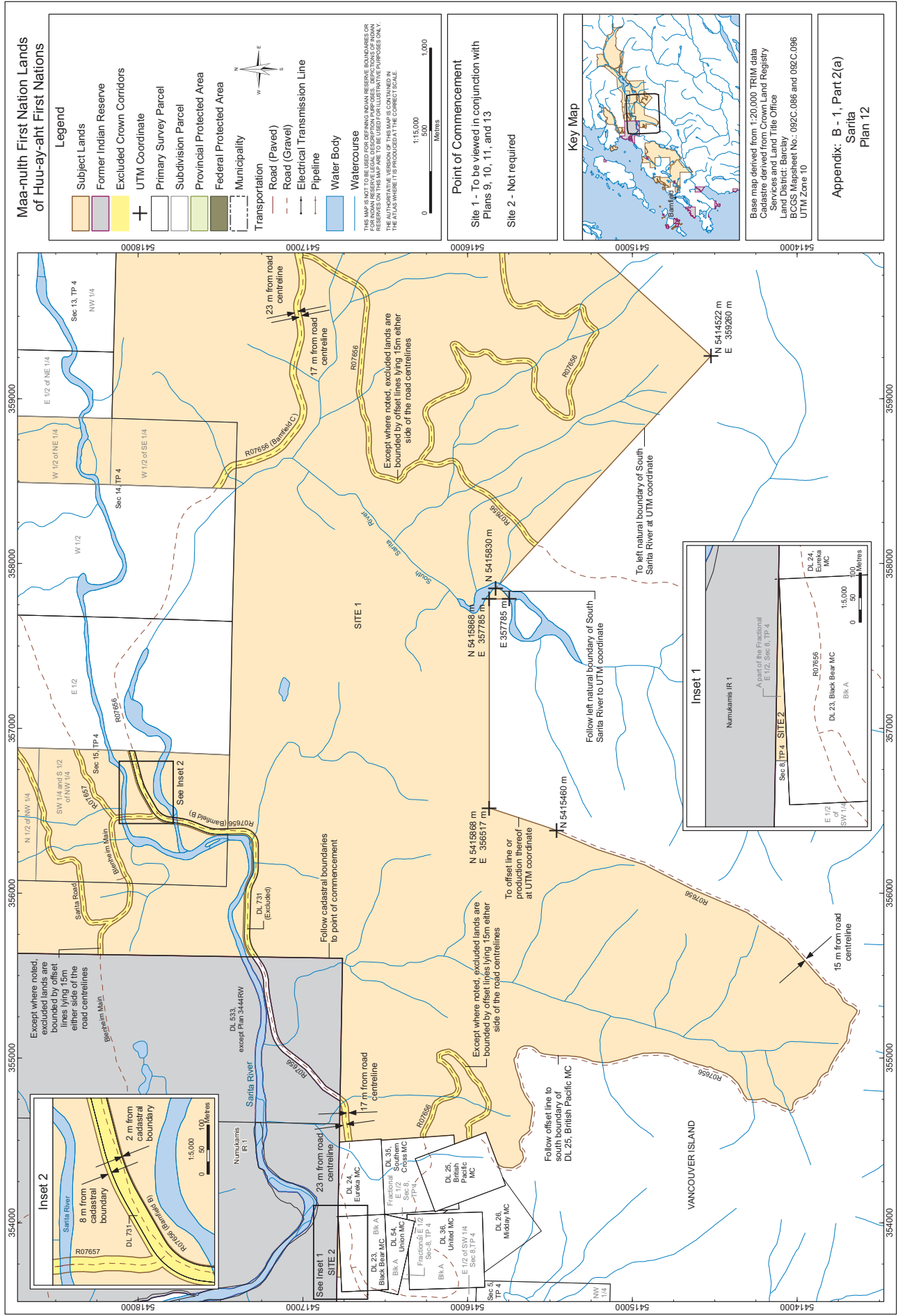


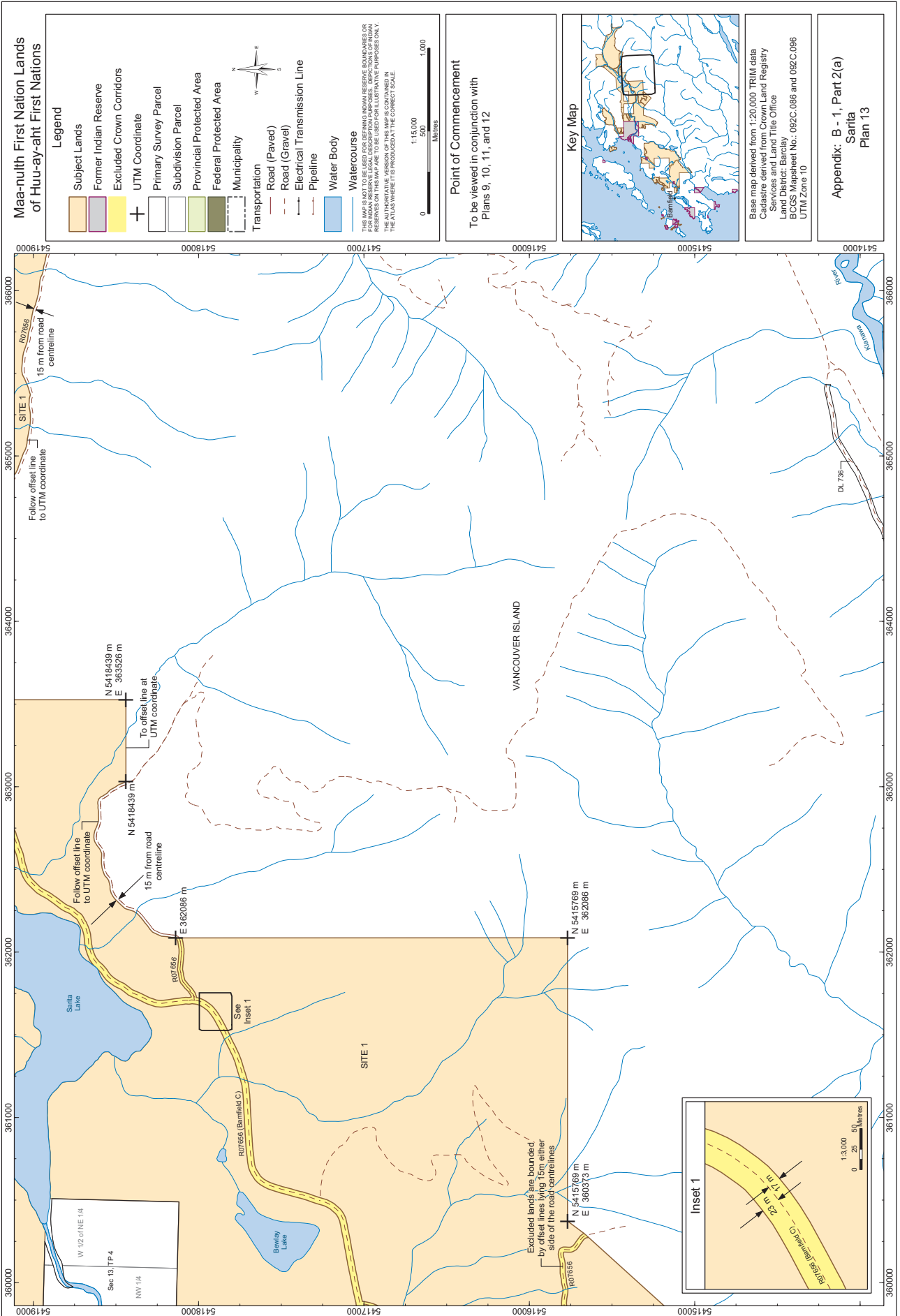




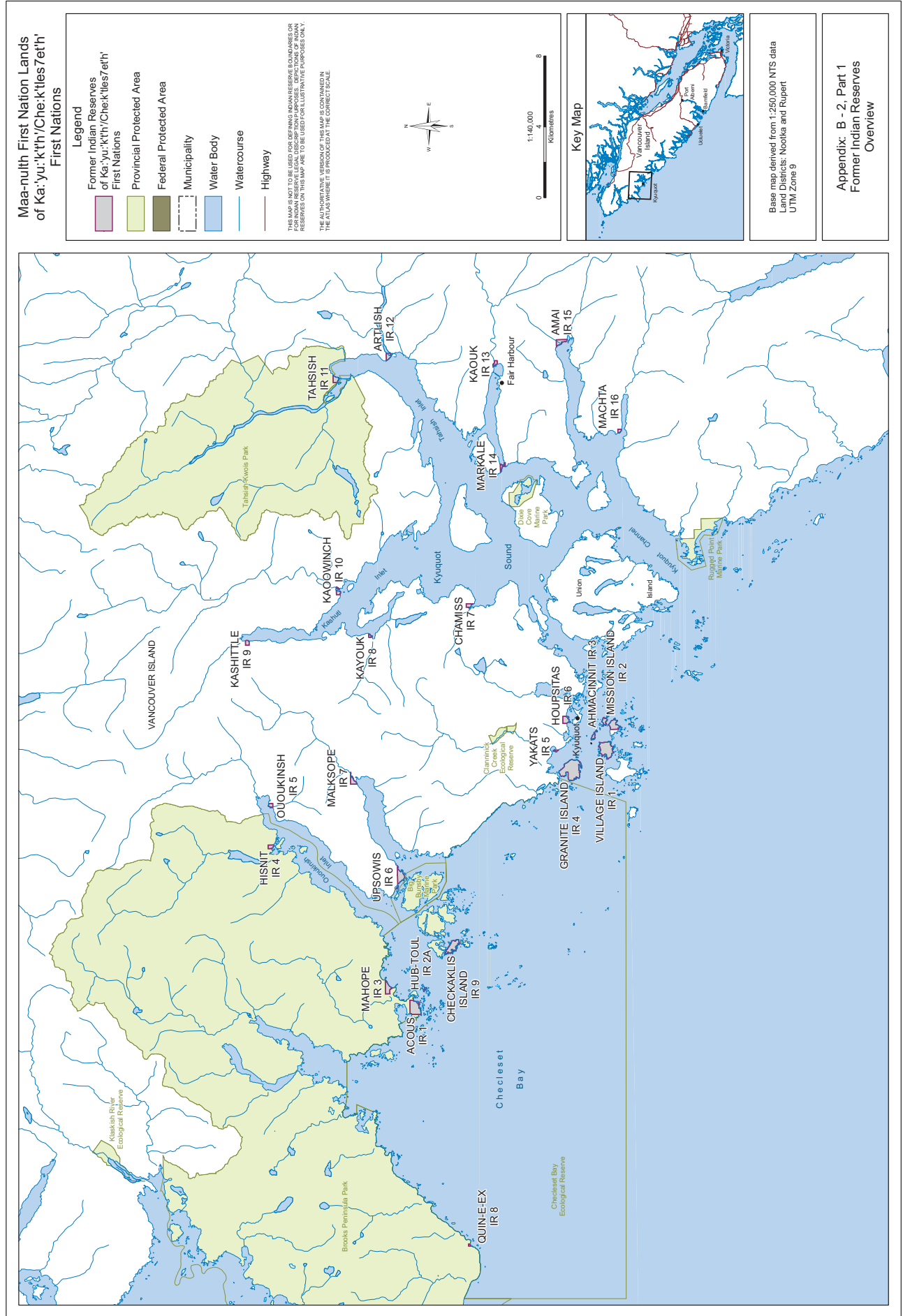








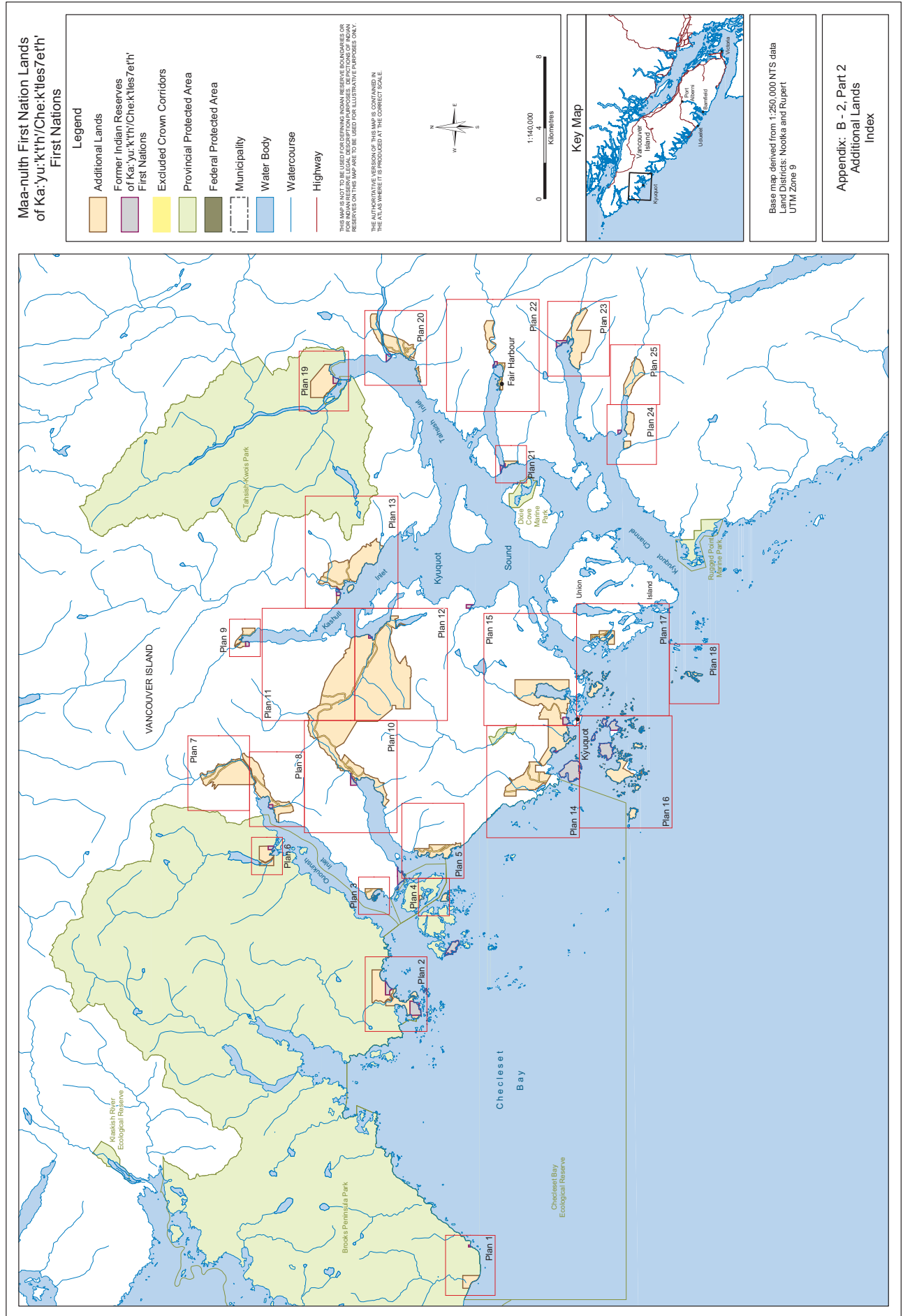
APPENDIX B-2
MAA-NULTH FIRST NATION LANDS OF
KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST NATIONS

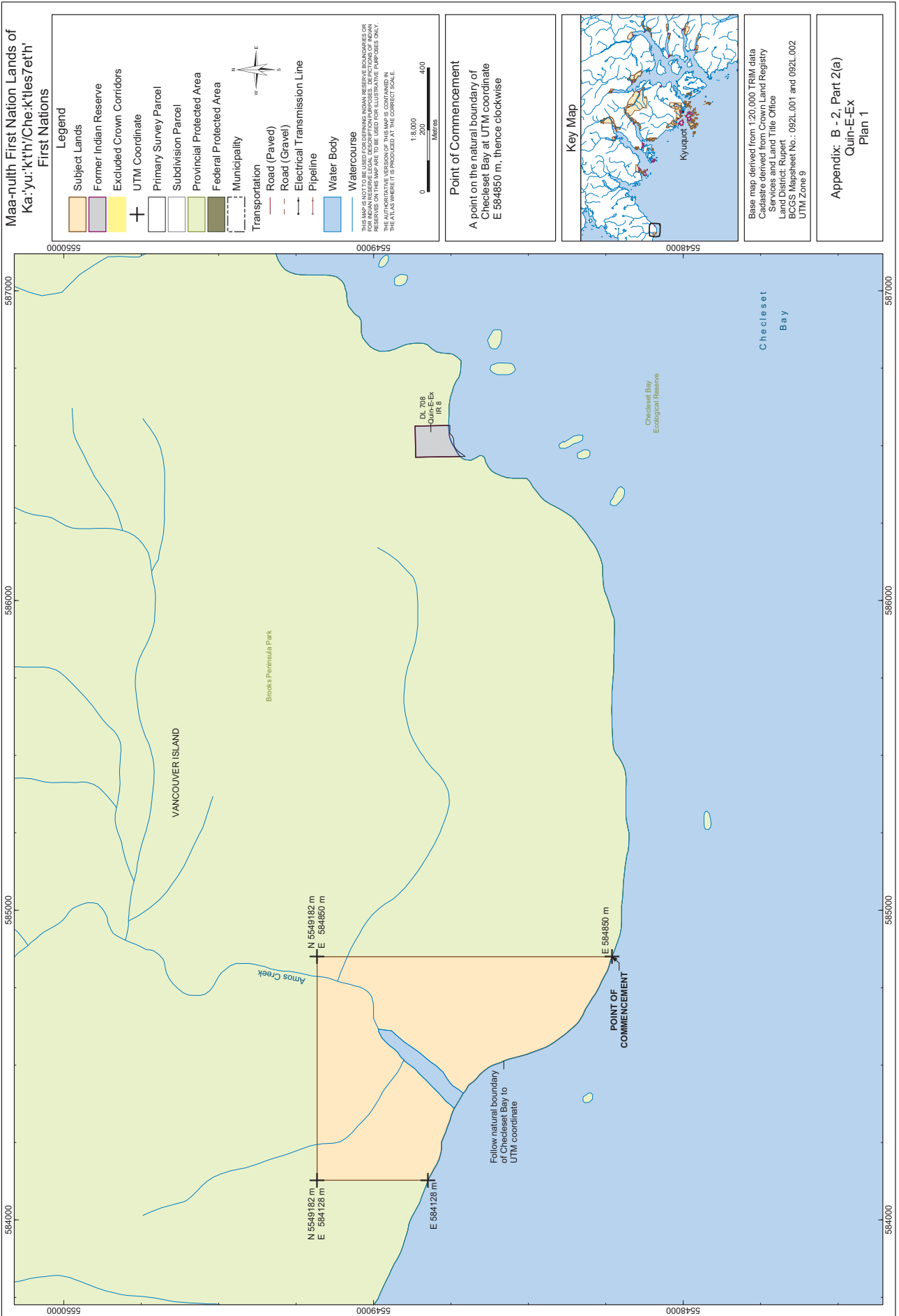


APPENDIX B-2, Part 1(A)
FORMER INDIAN RESERVES OF
KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST NATIONS
LIST OF LEGAL DESCRIPTIONS

Indian Reserve Name	No.	Legal Description	
		District Lot No.	Plan ¹
Acous	1	Not Applicable	BC141
Ahmacinnit	3	Not Applicable	BC110
Amai	15	Not Applicable	BC110
Artlish	12	Not Applicable	63580
Chamiss	7	Not Applicable	63591
Checkaklis Island	9	D.L. 709, Rupert District	BC518
Granite Island	4	Not Applicable	BC110
Hisnit	4	Not Applicable	63174
Houpsitas	6	Not Applicable	BC110
Hub-toul	2A	Not Applicable	BC141
Kaoowinch	10	Not Applicable	BC110
Kaouk	13	Not Applicable	BC110
Kashittle	9	Not Applicable	BC110
Kayouk	8	Not Applicable	BC110
Machta	16	Not Applicable	63579
Mahope	3	Not Applicable	63177
Malksope	7	Not Applicable	BC141
Markale	14	Not Applicable	BC110
Mission Island	2	Not Applicable	BC110
Ououkinsh	5	Not Applicable	63178
Quin-E-Ex	8	D.L. 708, Rupert District	63175
Tahsish	11	Not Applicable	63585
Upsowis	6	Not Applicable	BC141
Village Island	1	Not Applicable	BC110
Yakats	5	Not Applicable	63179

1 These are Canada Land Survey Records on deposit in Ottawa





Maa-nulth First Nation Lands of
Ka:yu:k'th/Che:k'tles7'eth'
First Nations

Legend

- Subject Lands
- Former Indian Reserve
- Excluded Crown Corridors
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Transportation
 - Road (Paved)
 - Road (Gravel)
 - Electrical Transmission Line
 - Pipeline
- Water Body
 - Watercourse

THIS MAP IS NOT TO BE USED FOR DEFINING INDIAN RESERVE BOUNDARIES OR FOR DETERMINING THE LOCATION OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THE AUTHORITATIVE VERSION OF THIS MAP IS CONTAINED IN THE ATLAS WHERE IT IS PRODUCED AT THE CORRECT SCALE.

1:10,000
0 200 400
Metres

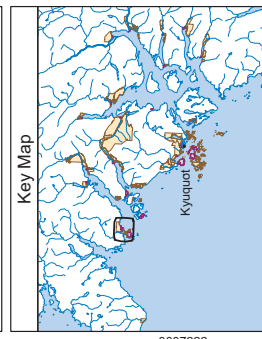
Point of Commencement

Site 1 - Southwest corner of Acous IR 1, Rupert District, thence clockwise

Site 2 - Southeast corner of Acous IR1, Rupert District, thence clockwise

Site 3 - Northeast corner of Mahope IR 3, Rupert District, thence clockwise

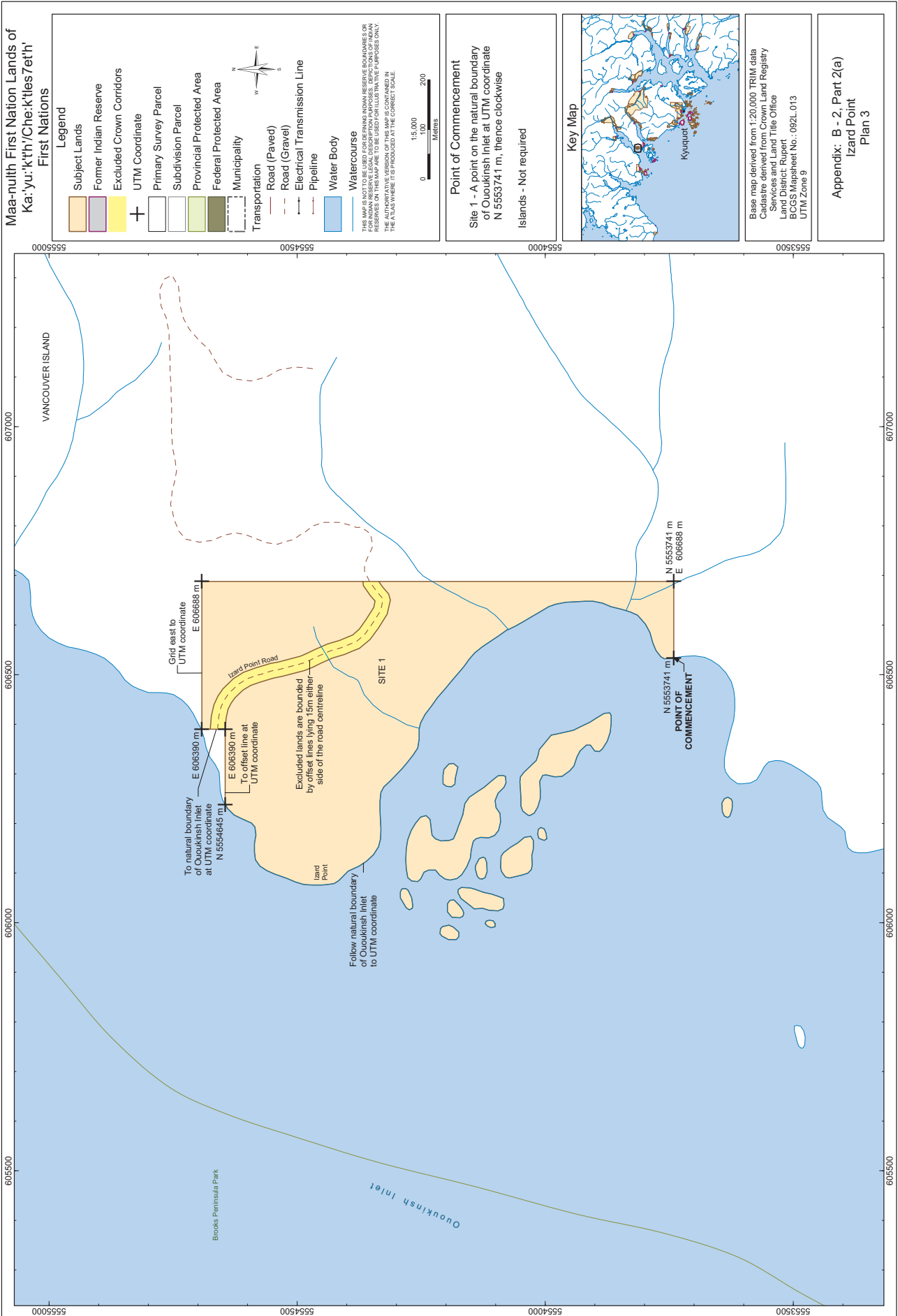
Island - Not required

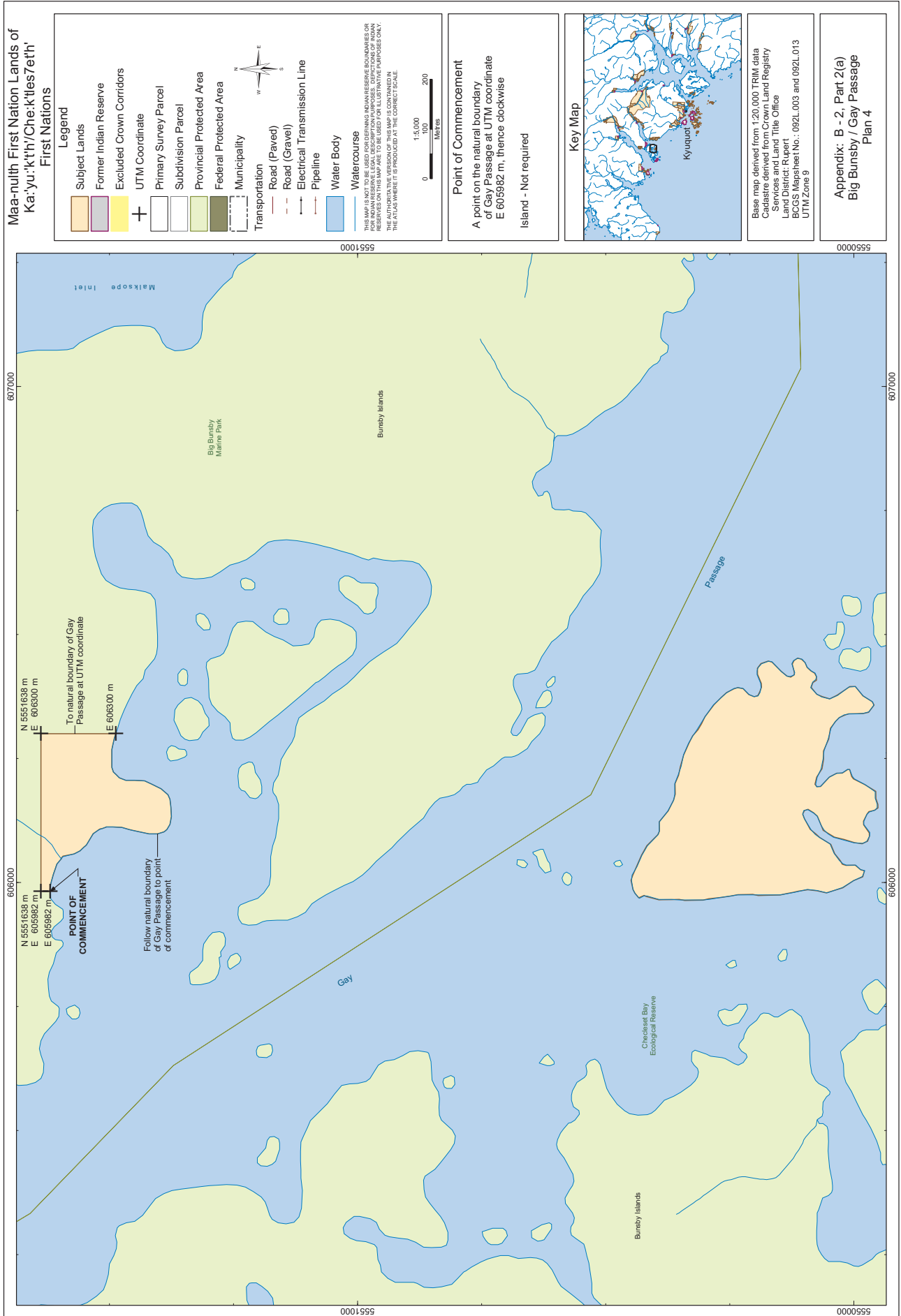


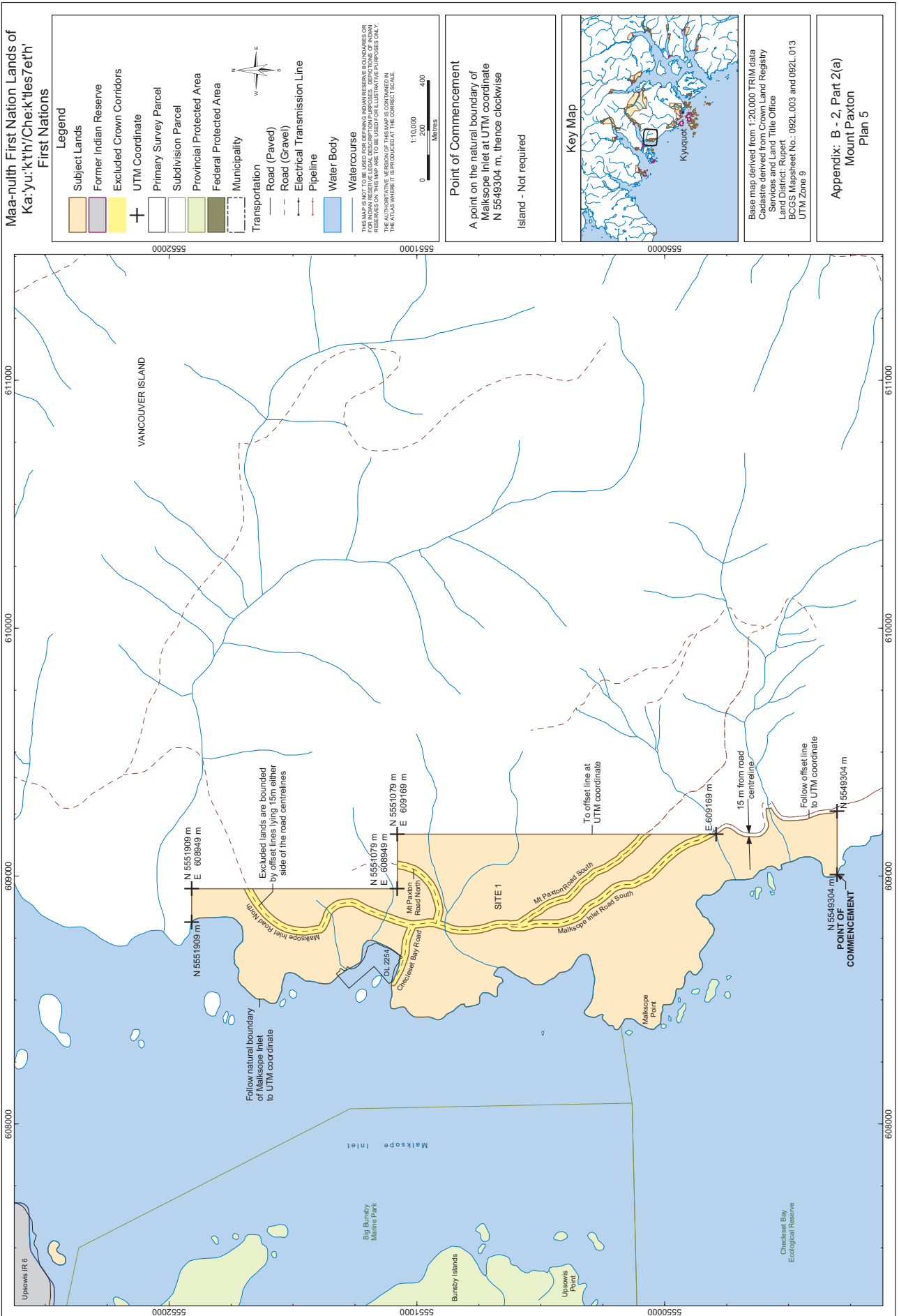
Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
Services and Land Title Office
Lands Survey
BCGS Mapsheet No.: 092L 012 and 092L 013
UTM Zone 9

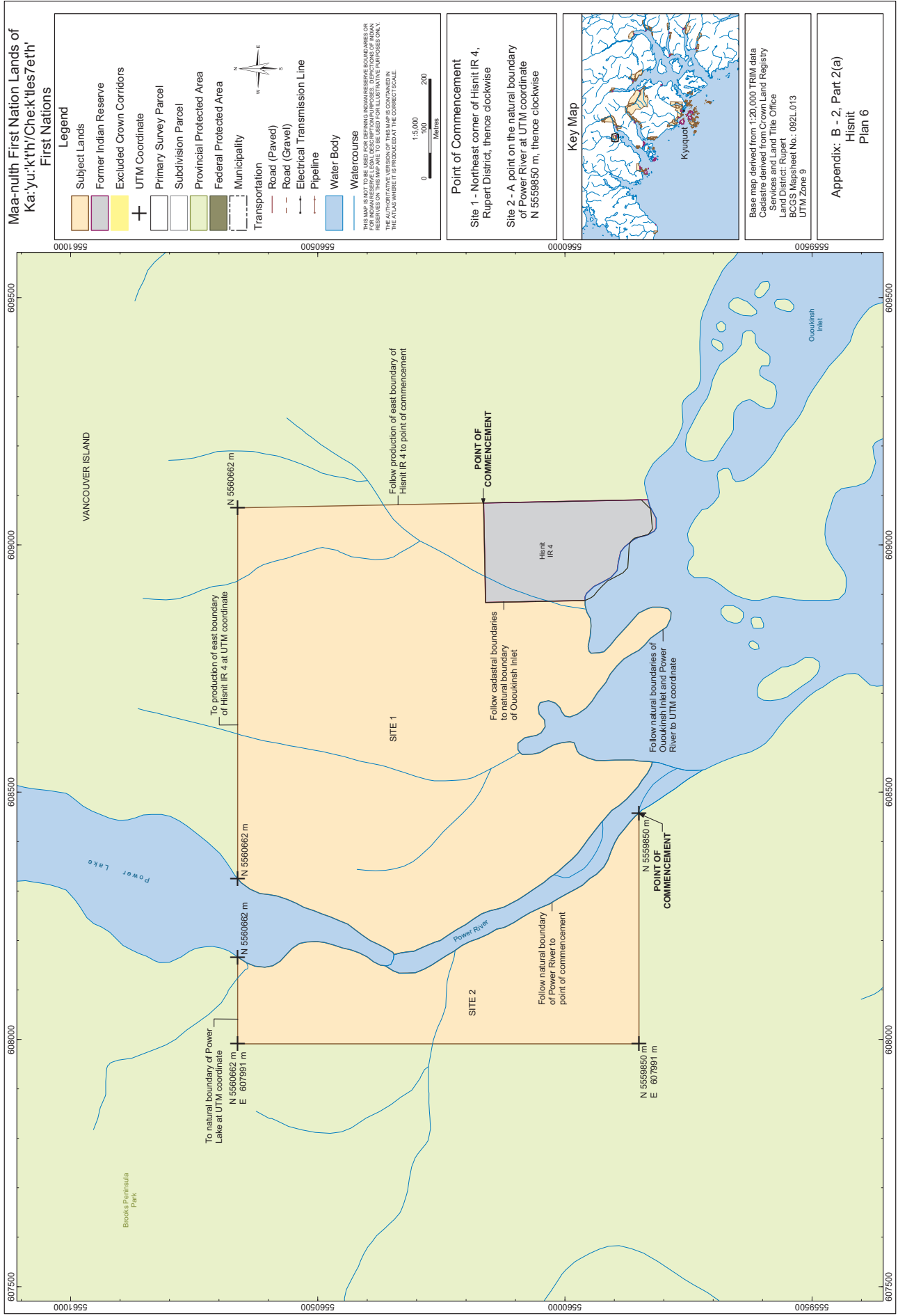
Appendix: B - 2, Part 2(a)
Mahope
Plan 2











Maa-nulth First Nation Lands of
Ka:yu:kk'th/Ch'e:k'tles7eth
First Nations

Legend

- Subject Lands
- Former Indian Reserve
- Excluded Crown Corridors
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Transportation
 - Road (Paved)
 - Road (Gravel)
 - Electrical Transmission Line
 - Pipeline
- Water Body
 - Watercourse

THIS MAP IS NOT TO BE USED FOR DEFINING INDIAN RESERVE BOUNDARIES OR RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THE AUTHORITY FOR THIS MAP IS THE INFORMATION PROVIDED IN THE PLAN SUBJECT TO THE CORRECT FOUND.

Point of Commencement

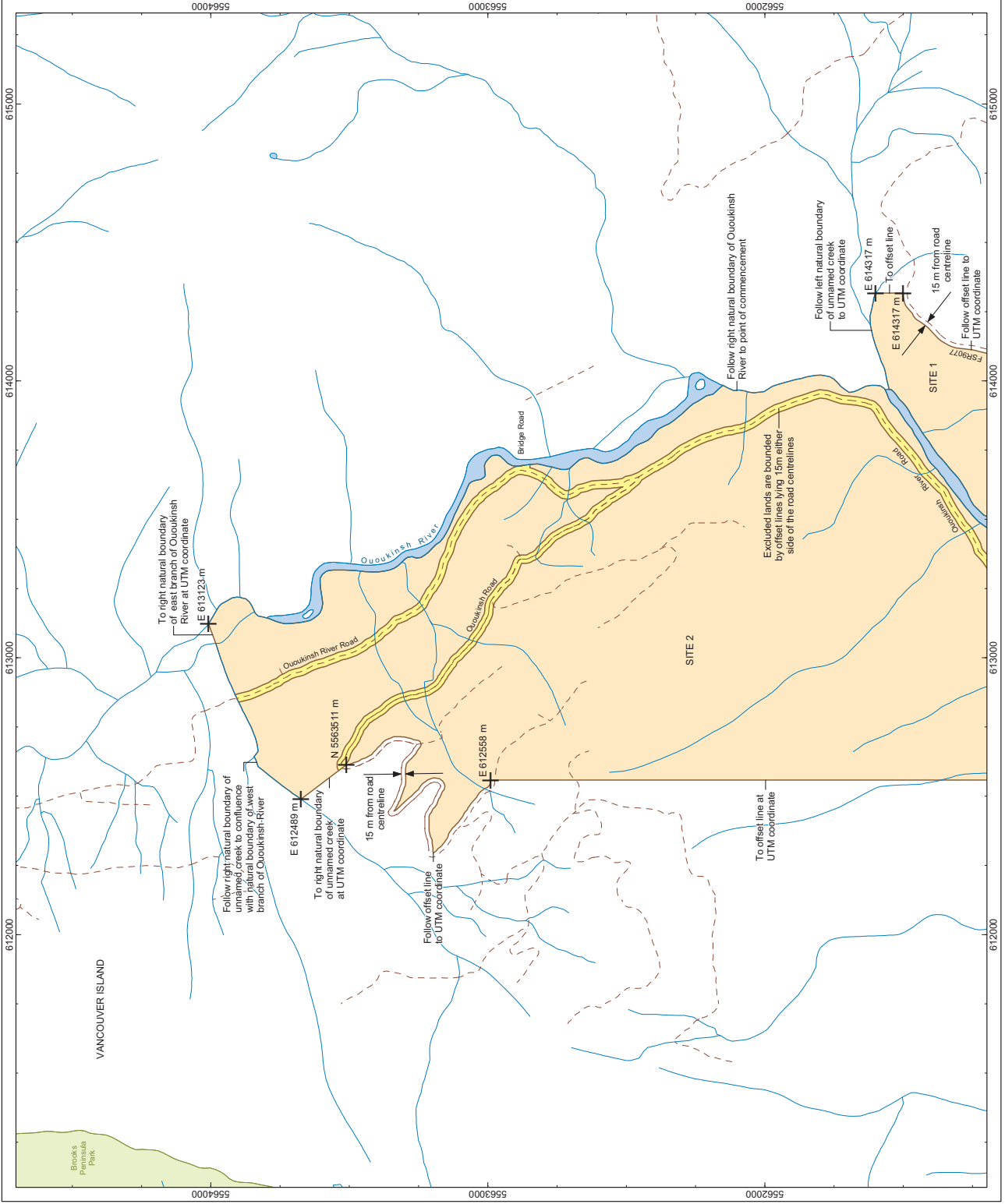
Site 1 - To be viewed in conjunction with Plan 8

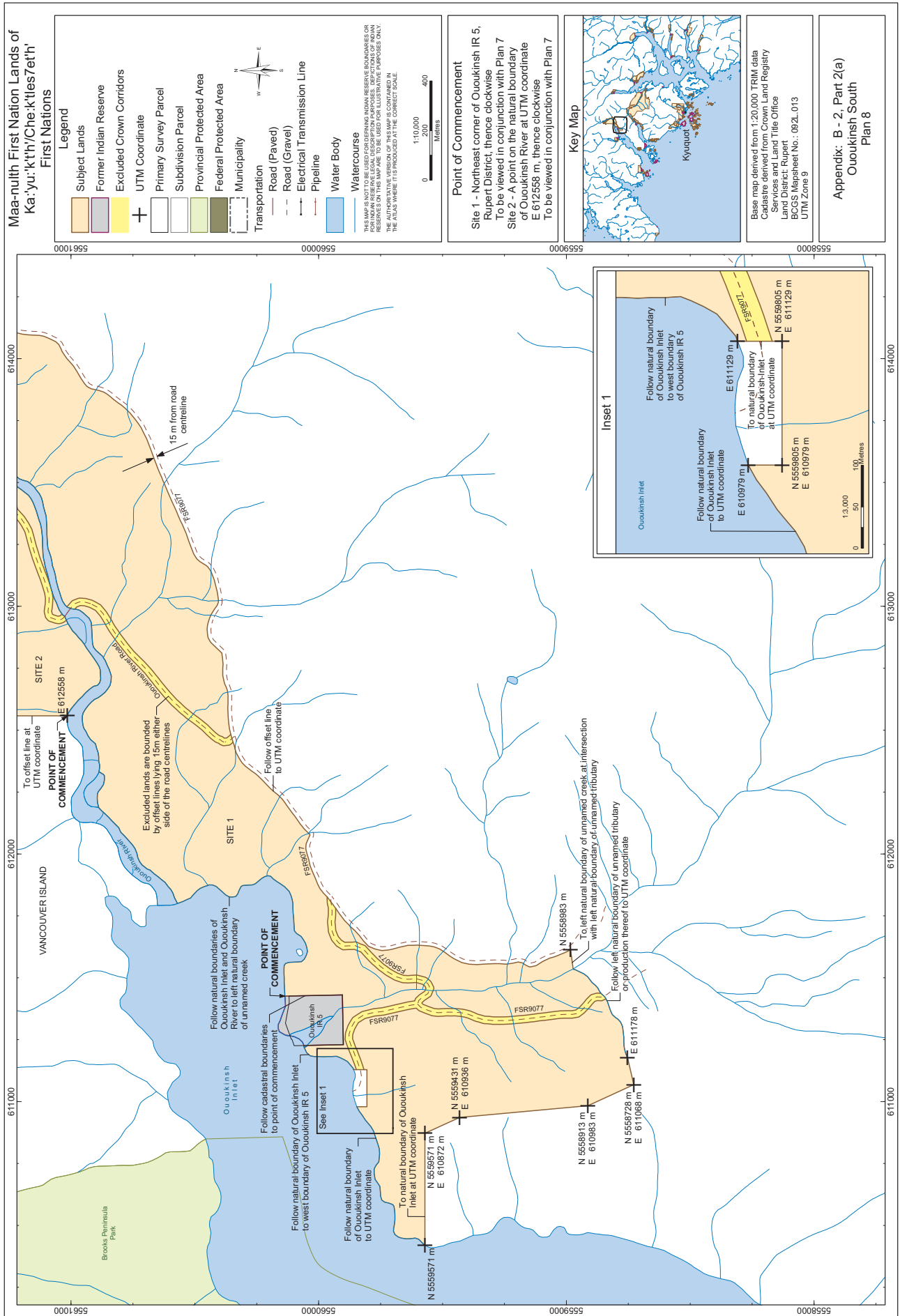
Site 2 - To be viewed in conjunction with Plan 8

Key Map

Base map derived from 1:20,000 TRM data
Cadastral derived from Crown Land Registry
Services and Land Title Office
Land District: Rupert
BCGS Mapsheet No.: 092L 015, 092L 014, and 092L 006
UTM Zone 9

Appendix: B - 2, Part 2(a)
Ooukinsh North
Plan 7





Maa-nulth First Nation Lands of
Ka:yu:k'th/Ch'e:k'tles7e'th
First Nations

Legend

- Subject Lands
- Former Indian Reserve
- Excluded Crown Corridors
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Federal Protected Area
- Municipality

Transportation

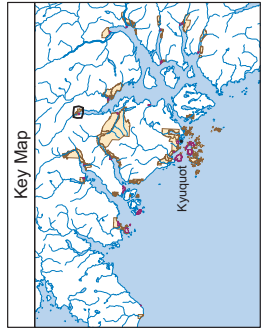
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line
- Pipeline
- Water Body
- Watercourse

THIS MAP IS NOT TO BE USED FOR DEFINING INDIAN RESERVE BOUNDARIES OR RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THE AUTHORITATIVE VERSION OF THIS MAP IS CONTAINED IN THE PLAN NUMBER TO WHICH IT IS REFERENCED IN THE CORRECT PLAN.

Point of Commencement

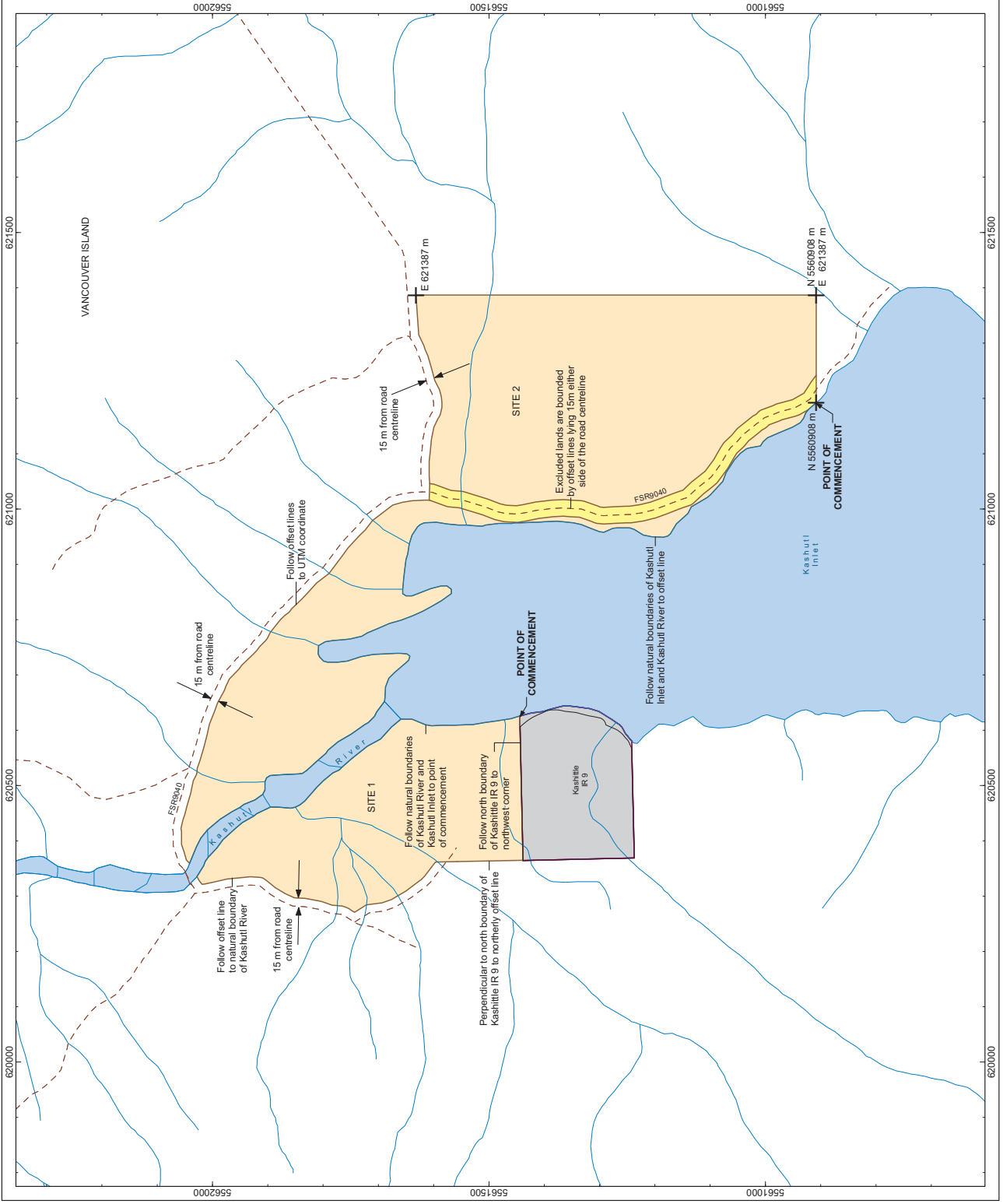
Site 1 - Northeast corner of Kashittle IR 9, Rupert District, thence clockwise

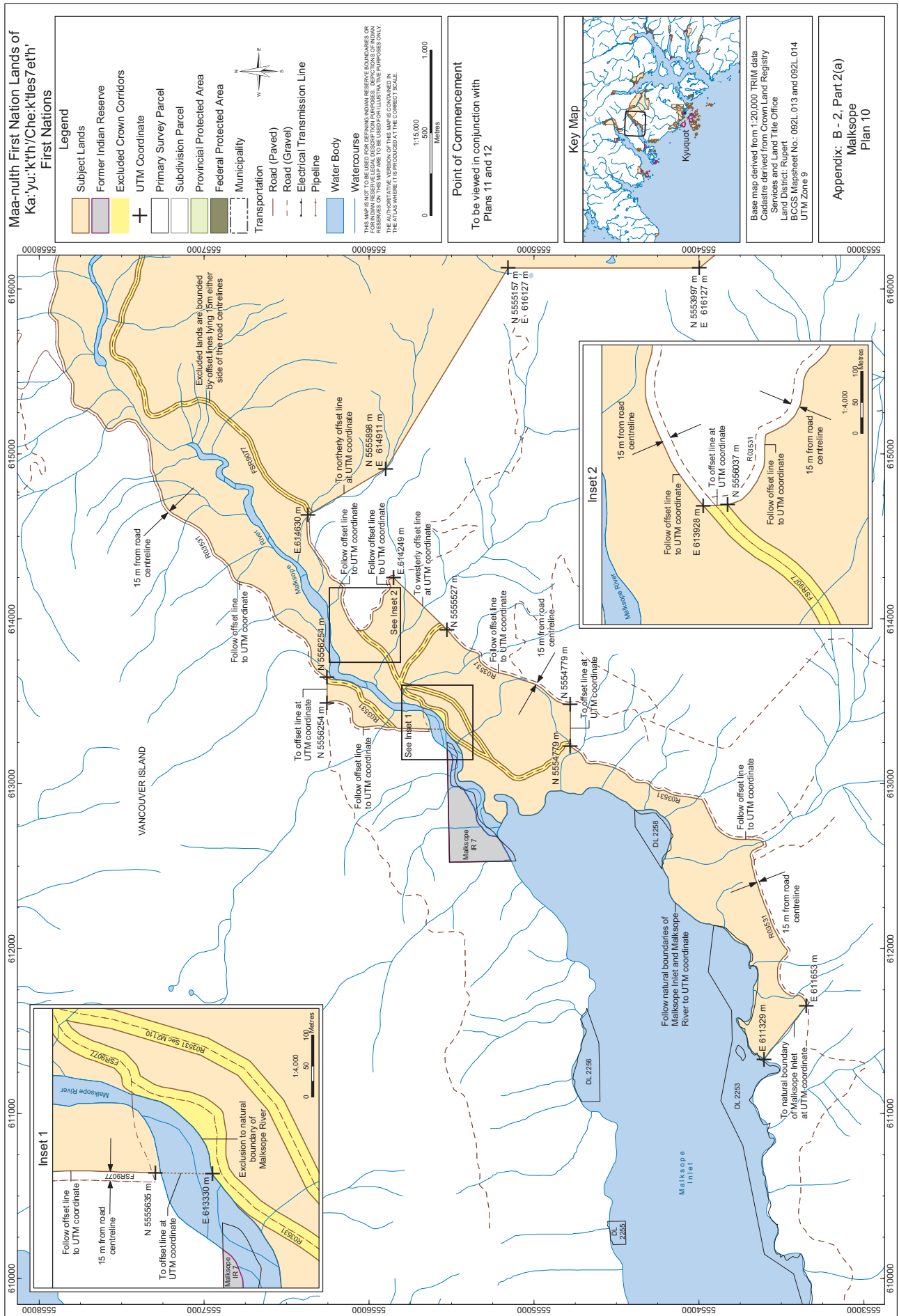
Site 2 - A point on the natural boundary of Kashutil Inlet at UTM coordinate N5560908 m, thence clockwise



Base map derived from 1:20,000 TRIM data
Coordinate derived from Crown Land Registry
Scale: 1:20,000
Land District: Rupert
BCGS Mapsheet No.: 092L 014
UTM Zone 9

Appendix: B - 2, Part 2(a)
Kashutil
Plan 9





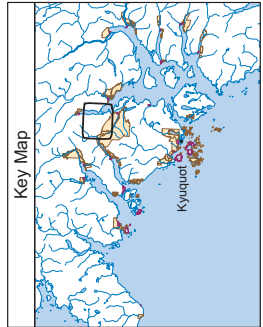
Maa-nulth First Nation Lands of
Ka:yu:k'th'Che:k'les7eth'
First Nations

Legend

- Subject Lands
- Former Indian Reserve
- Excluded Crown Corridors
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Transportation
 - Road (Paved)
 - Road (Gravel)
 - Electrical Transmission Line
 - Pipeline
- Water Body
- Watercourse

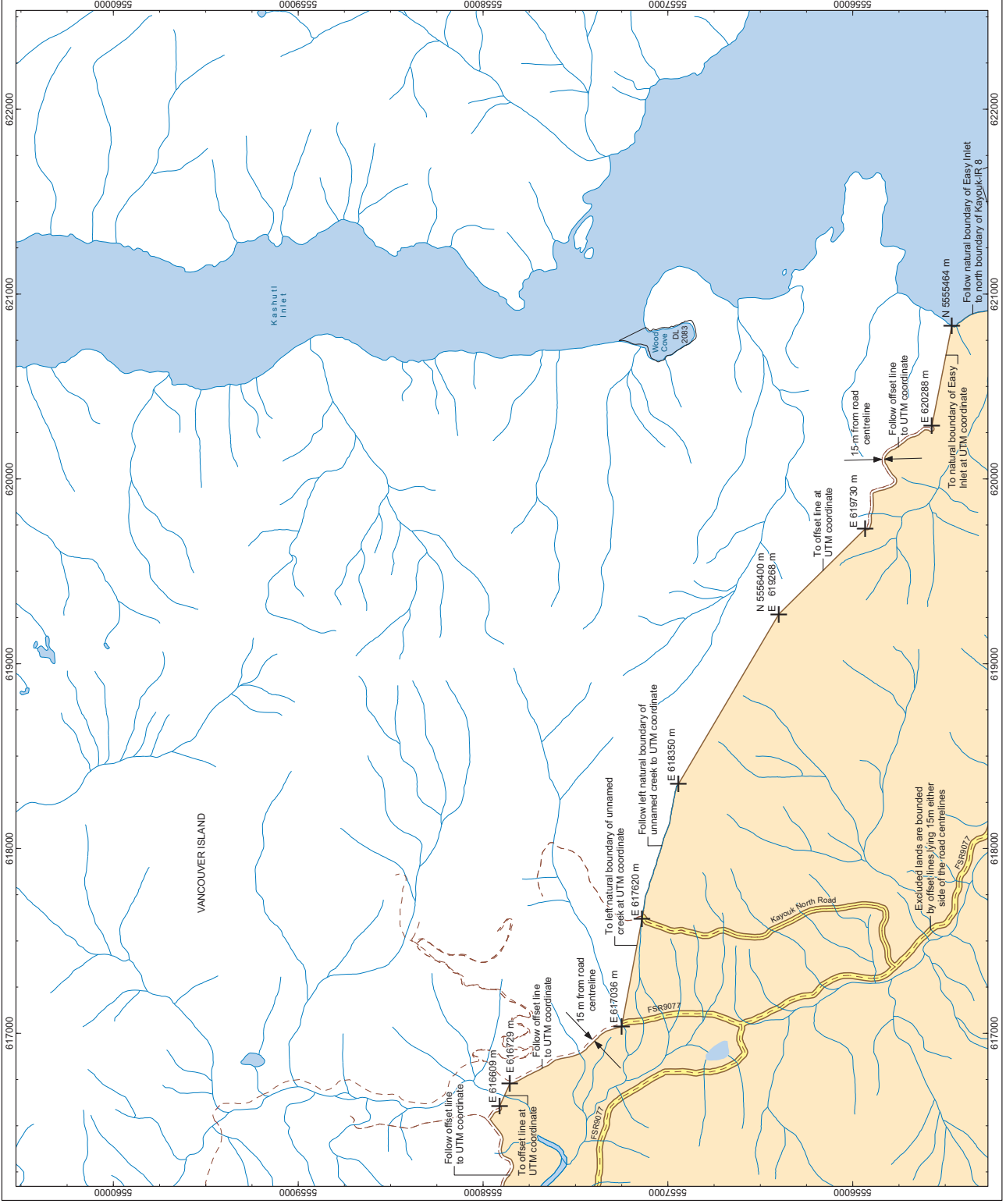
THIS MAP IS NOT TO BE USED FOR DEFINING INDIAN RESERVE BOUNDARIES OR RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THE AUTHENTIC VERSION OF THIS MAP IS CONTAINED IN THE PLAN NUMBER IS PROVIDED IN THE CORNER PANEL.

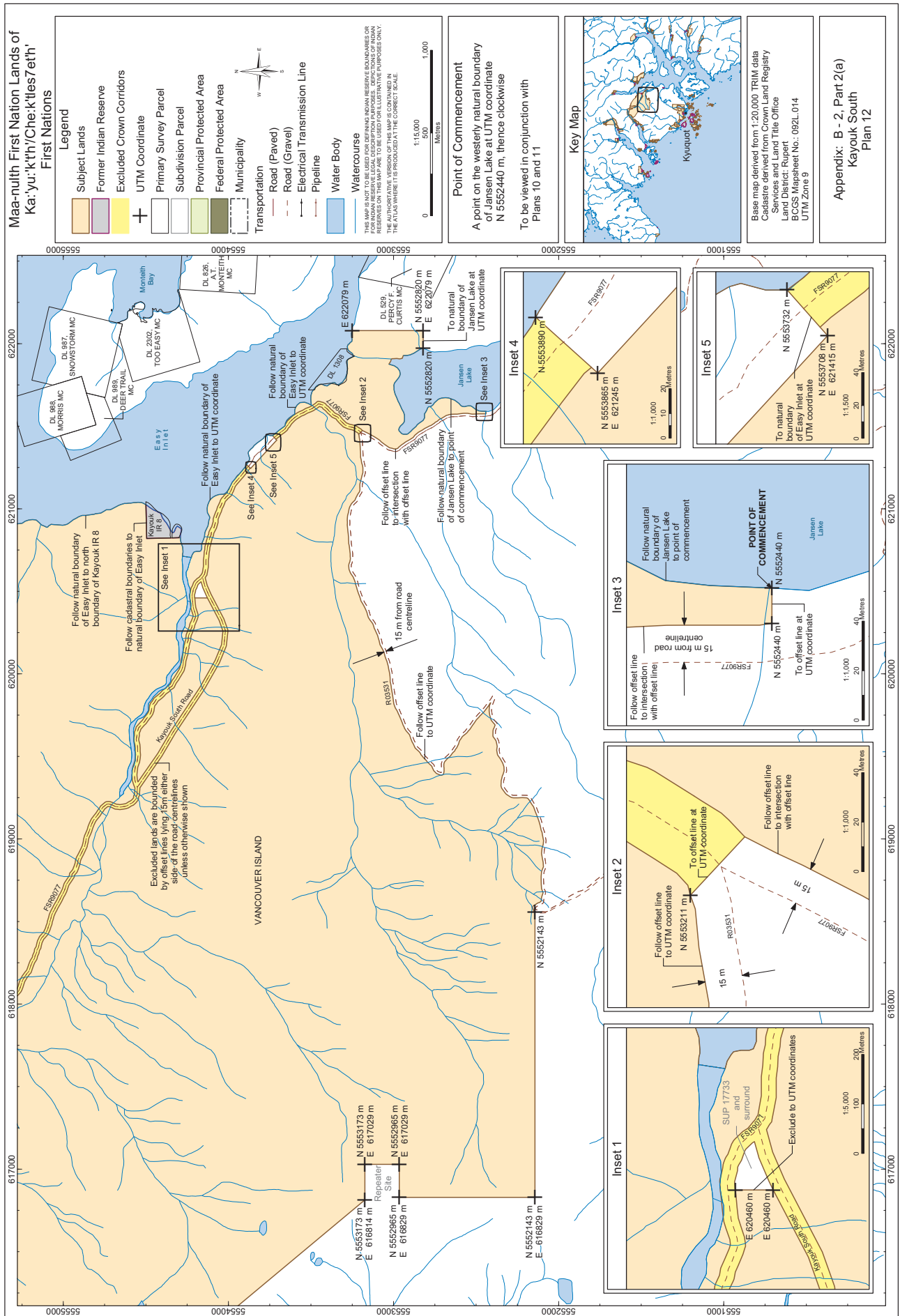
Point of Commencement
To be viewed in conjunction with Plans 10 and 12



Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Saskatchewan Land Title Office
Land District: Rural
BCGS Mapsheet No.: 092L 014
UTM Zone 9

Appendix: B - 2, Part 2(a)
Kayouk North
Plan 11





Maa-nulth First Nation Lands of
Ka:yu:k't'h/Che:k'ties7et'h
First Nations

Legend

- Subject Lands
- Former Indian Reserve
- Excluded Crown Corridors
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Transportation
 - Road (Paved)
 - Road (Gravel)
 - Electrical Transmission Line
 - Pipeline
- Water Body
- Watercourse

THIS MAP IS NOT TO BE USED FOR DETERMINING INDIAN RESERVE BOUNDARIES OR FOR THE PURPOSES OF THE FEDERAL LAND REGISTRY ACT. THE AUTHORITY OF THIS MAP IS LIMITED TO THE PURPOSES OF THE MAP AS SHOWN IN THE TITLE. THIS MAP IS NOT TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THE AUTHORITY OF THIS MAP IS LIMITED TO THE PURPOSES OF THE MAP AS SHOWN IN THE TITLE. THIS MAP IS NOT TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

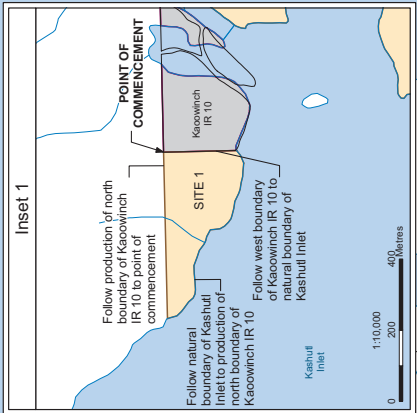
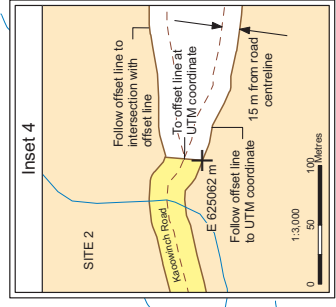
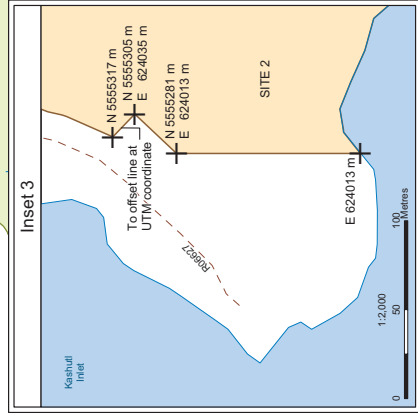
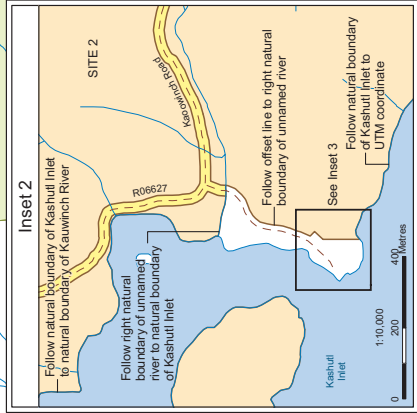
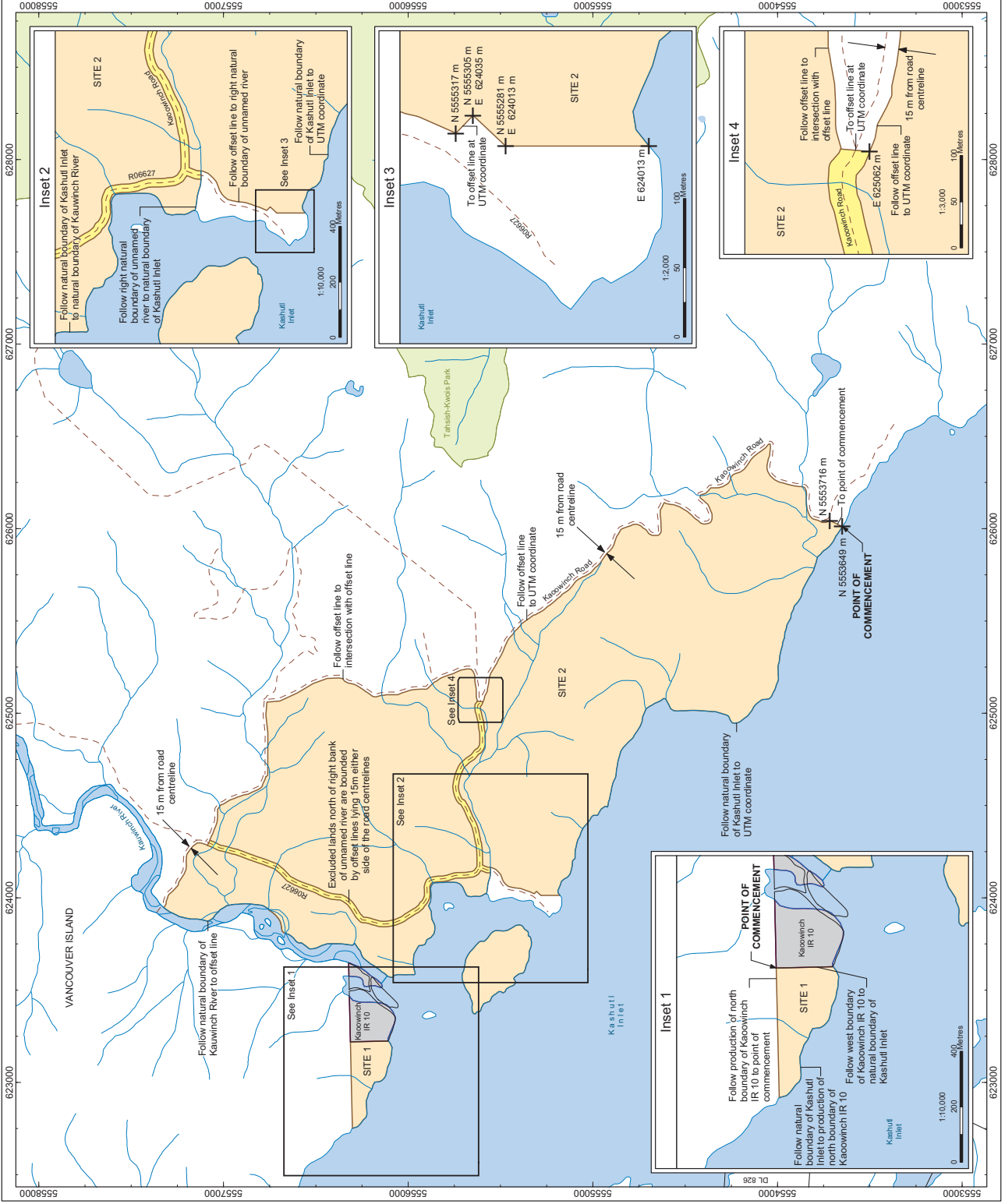
Point of Commencement

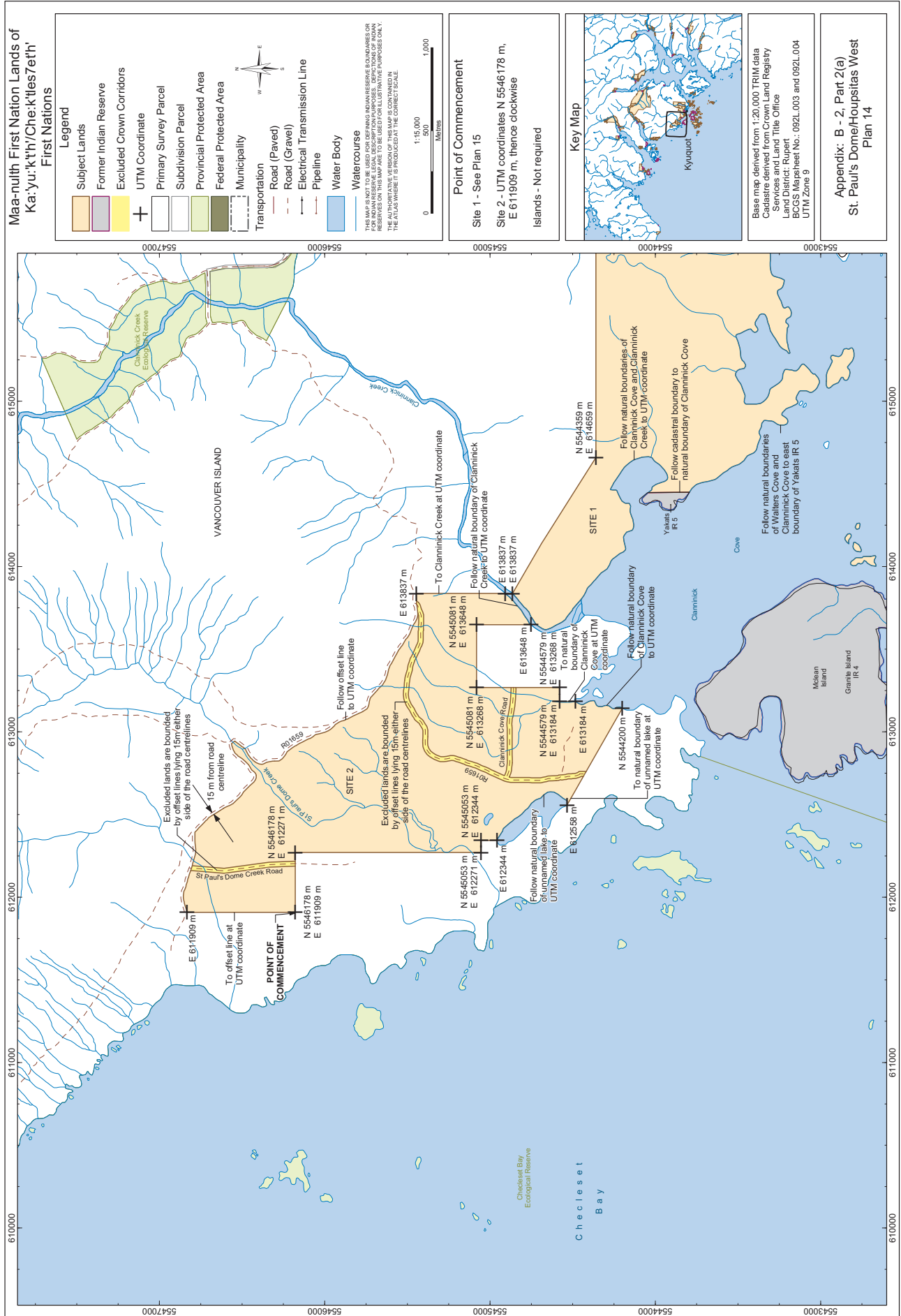
Site 1 - Northwest corner of Kaowinch IR 10, Rupert District, thence clockwise
 Site 2 - A point on the natural boundary of Kashuli Inlet at UTM coordinate N 5553649 m, thence clockwise
 Island - Not required

Key Map

Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Survey of the Title Office
 Land District: Rupert
 BCGS Mapsheet No.: 092L 014
 UTM Zone 9

Appendix: B - 2, Part 2(a)
 Kaowinch
 Plan 13





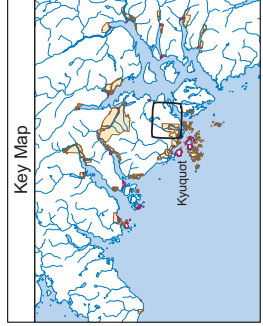
Maa-nulth First Nation Lands of
Ka'yu:'k'th'/'Che:k'tlies 7e't'h
First Nations

Legend

- Subject Lands
- Former Indian Reserve
- Excluded Crown Corridors
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Transportation
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line
- Pipeline
- Water Body
- Watercourse

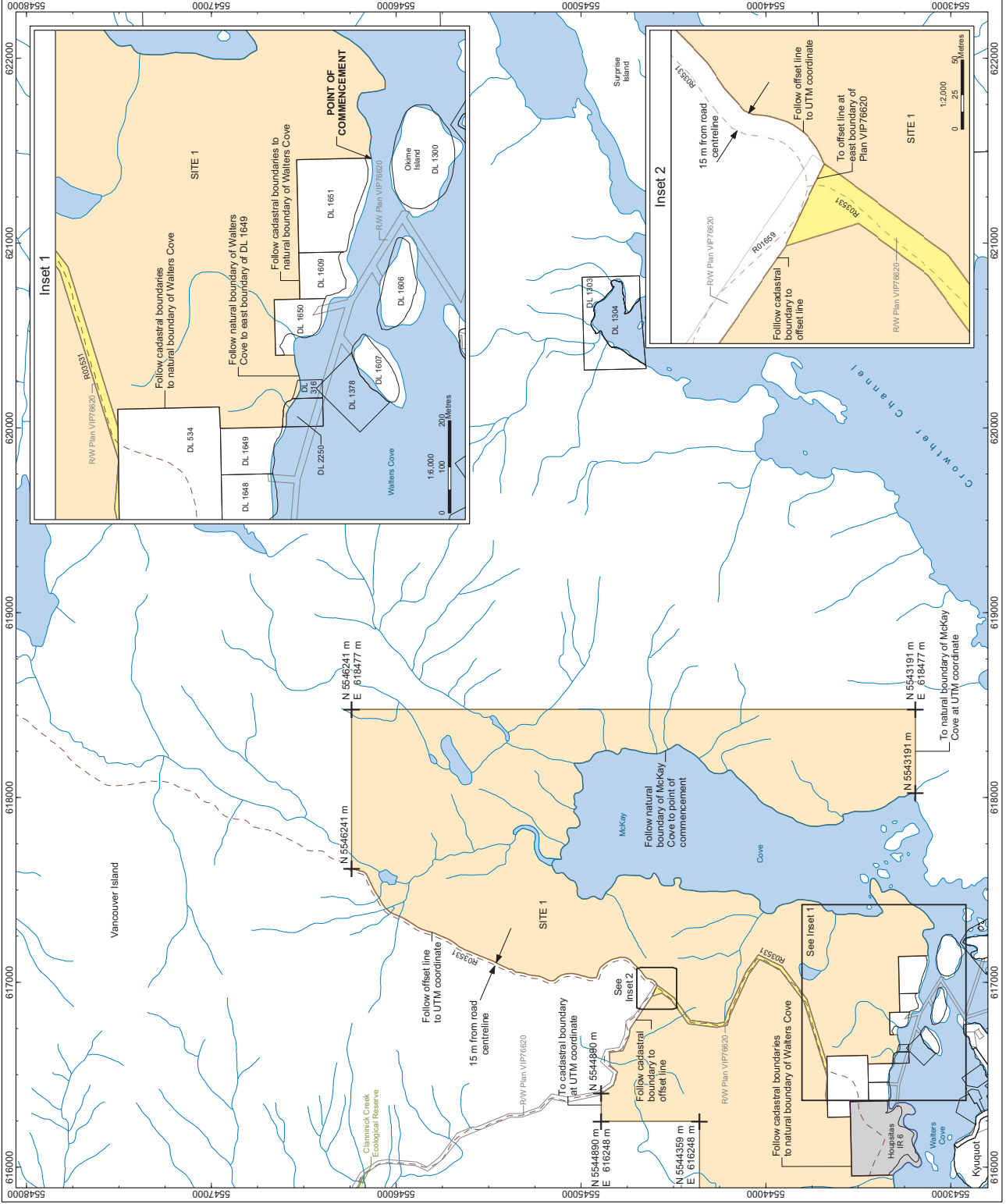
THIS MAP IS NOT TO BE USED FOR DEFINING INDIAN RESERVE BOUNDARIES OR RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THE AUTHENTIC VERSION OF THIS MAP IS CONTAINED IN THE PLAN SUBJECT TO PROVISIONS IN THE CORRECT SCALE.

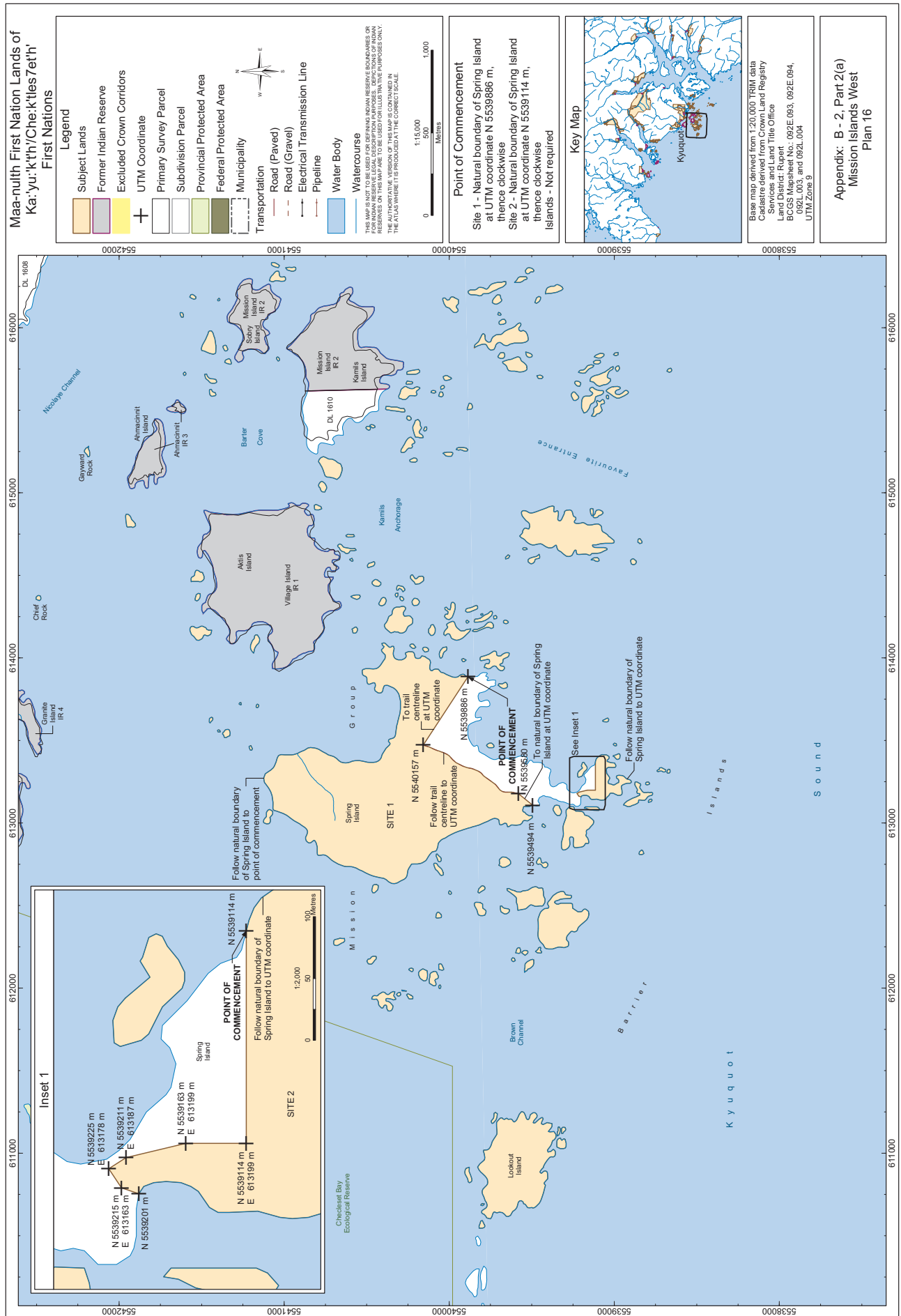
Point of Commencement
 Site 1 - Southeast corner of DL 1651,
 Rupert District, thence clockwise
 To be viewed in conjunction with Plan 14



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Land District, Rupert
 BCGS Mapsheet No.: 092L 004
 UTM Zone 9

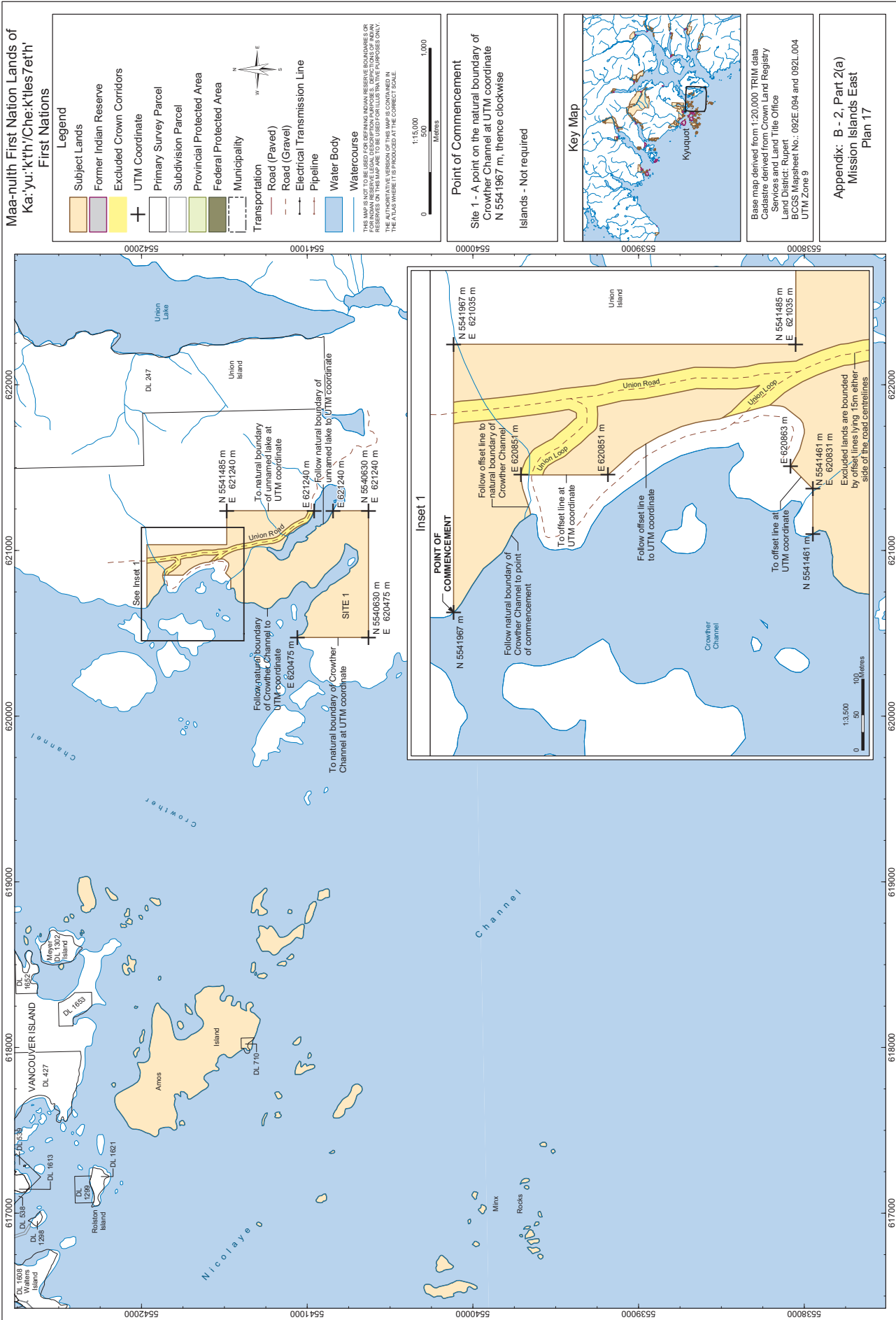
Appendix: B - 2, Part 2(a)
 St. Paul's Dome/Houspitas East
 Plan 15

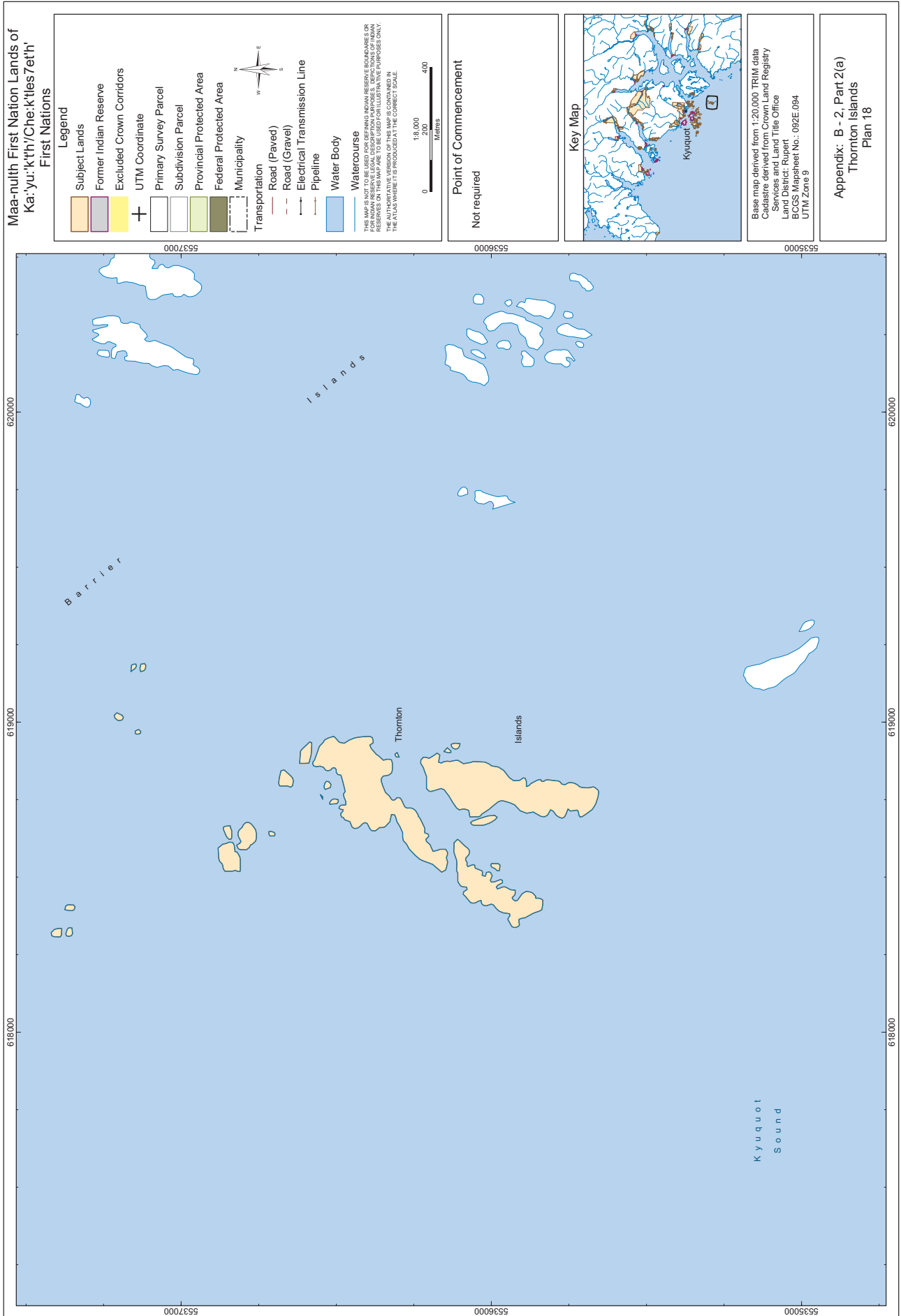


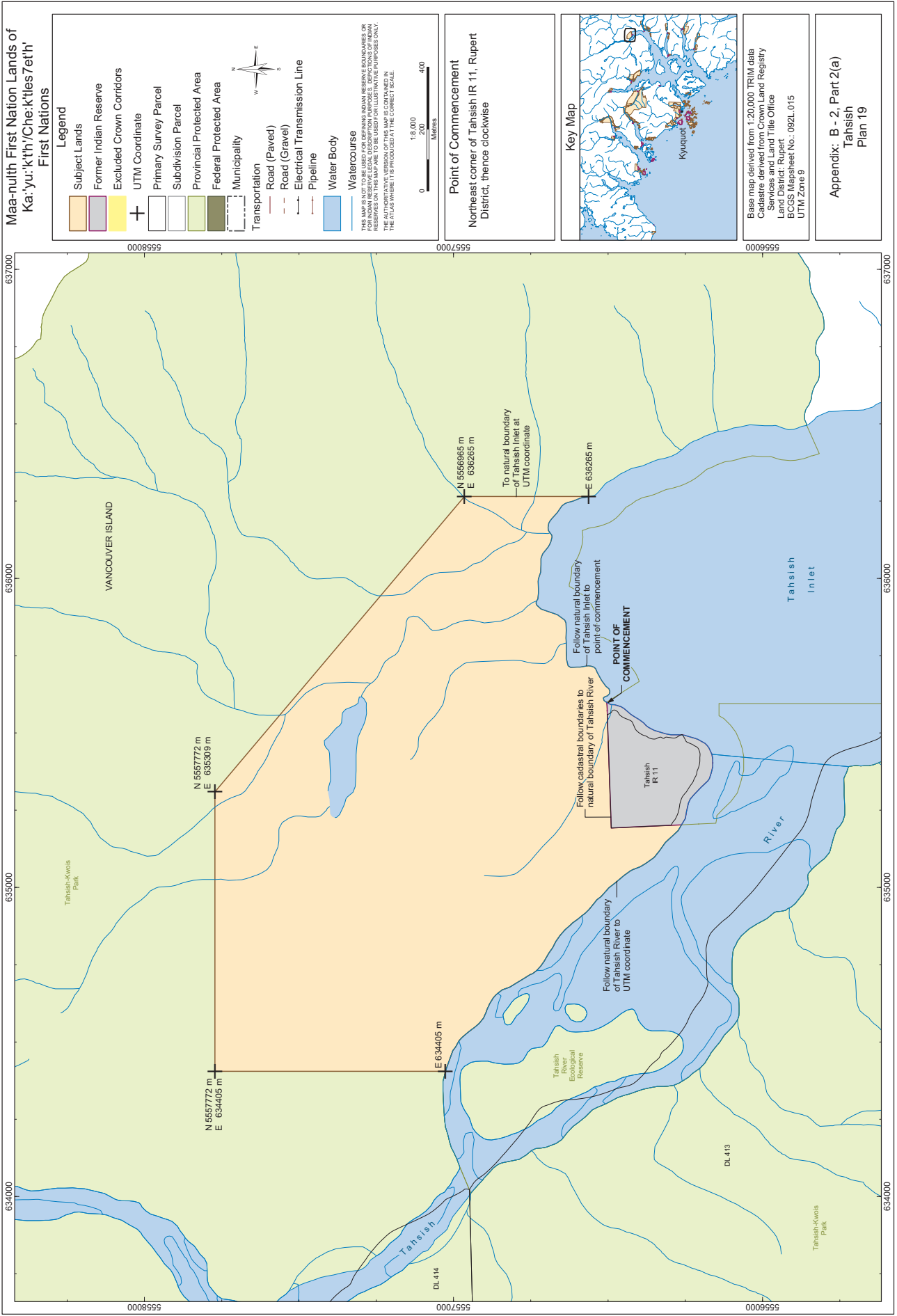


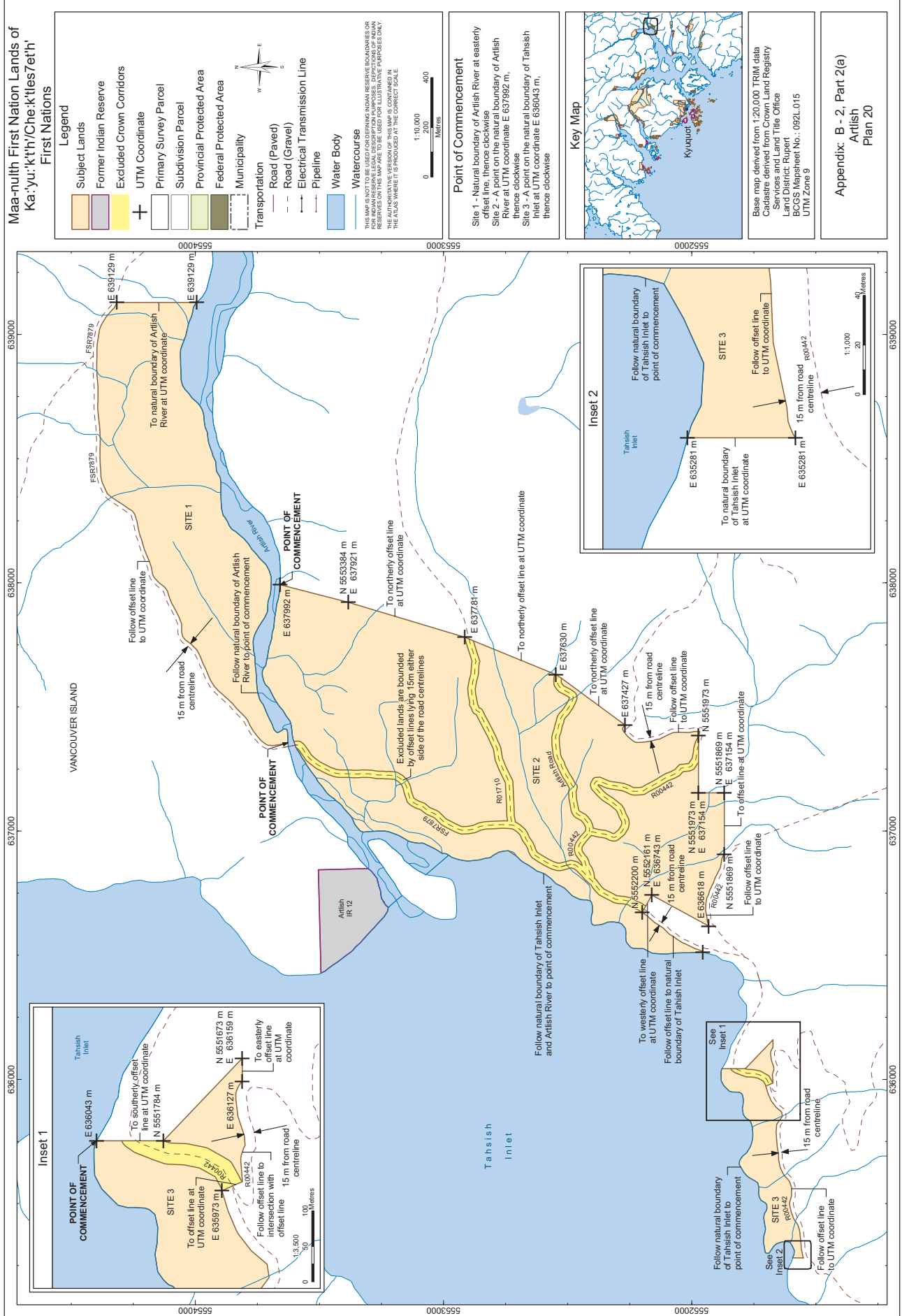

Inset 1

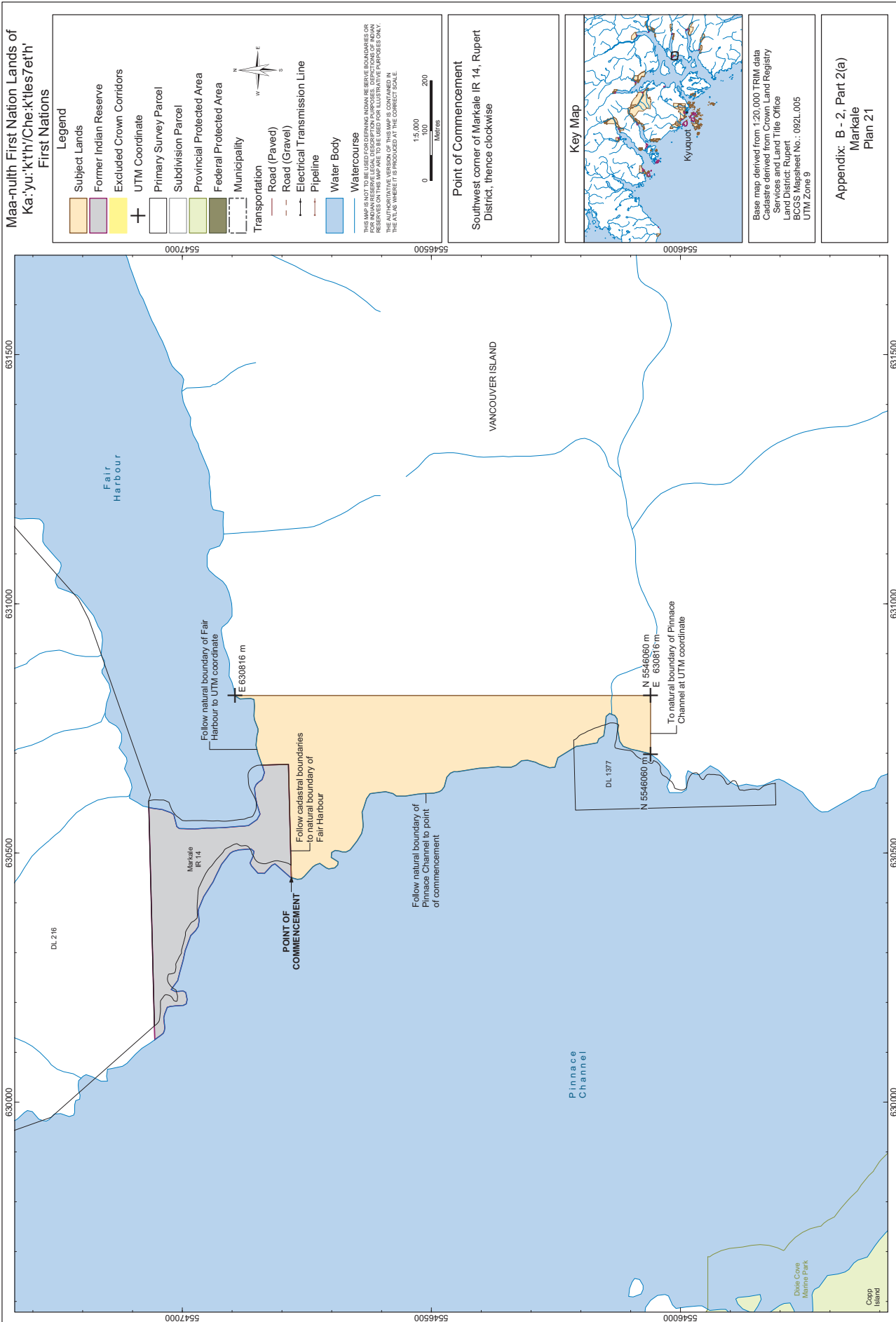


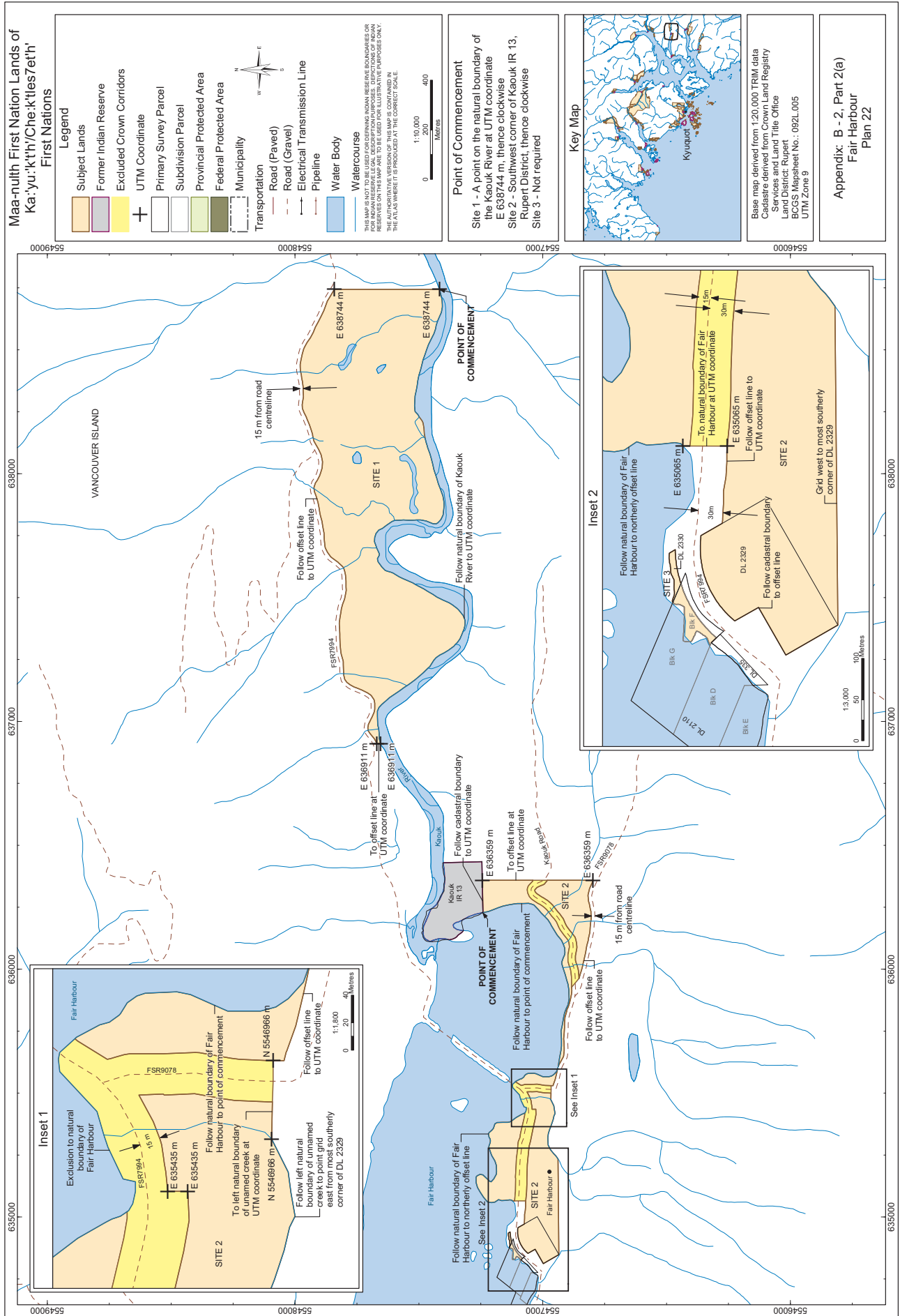












Maa-nulth First Nation Lands of
Ka'yu:'k't'h/Che:k't'ies7e't'h
First Nations

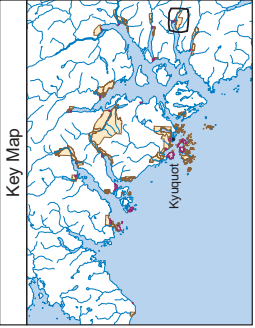
Legend

- Subject Lands
- Former Indian Reserve
- Excluded Crown Corridors
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Transportation
 - Road (Paved)
 - Road (Gravel)
 - Electrical Transmission Line
 - Pipeline
- Water Body
 - Watercourse

THIS MAP IS NOT TO BE USED FOR DETERMINING INDIAN RESERVE BOUNDARIES OR RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THE AUTHORITY VERSION OF THIS MAP IS CONTAINED IN THE PLAN NUMBER IT REPRESENTS AT THE CORRECT SCALE.

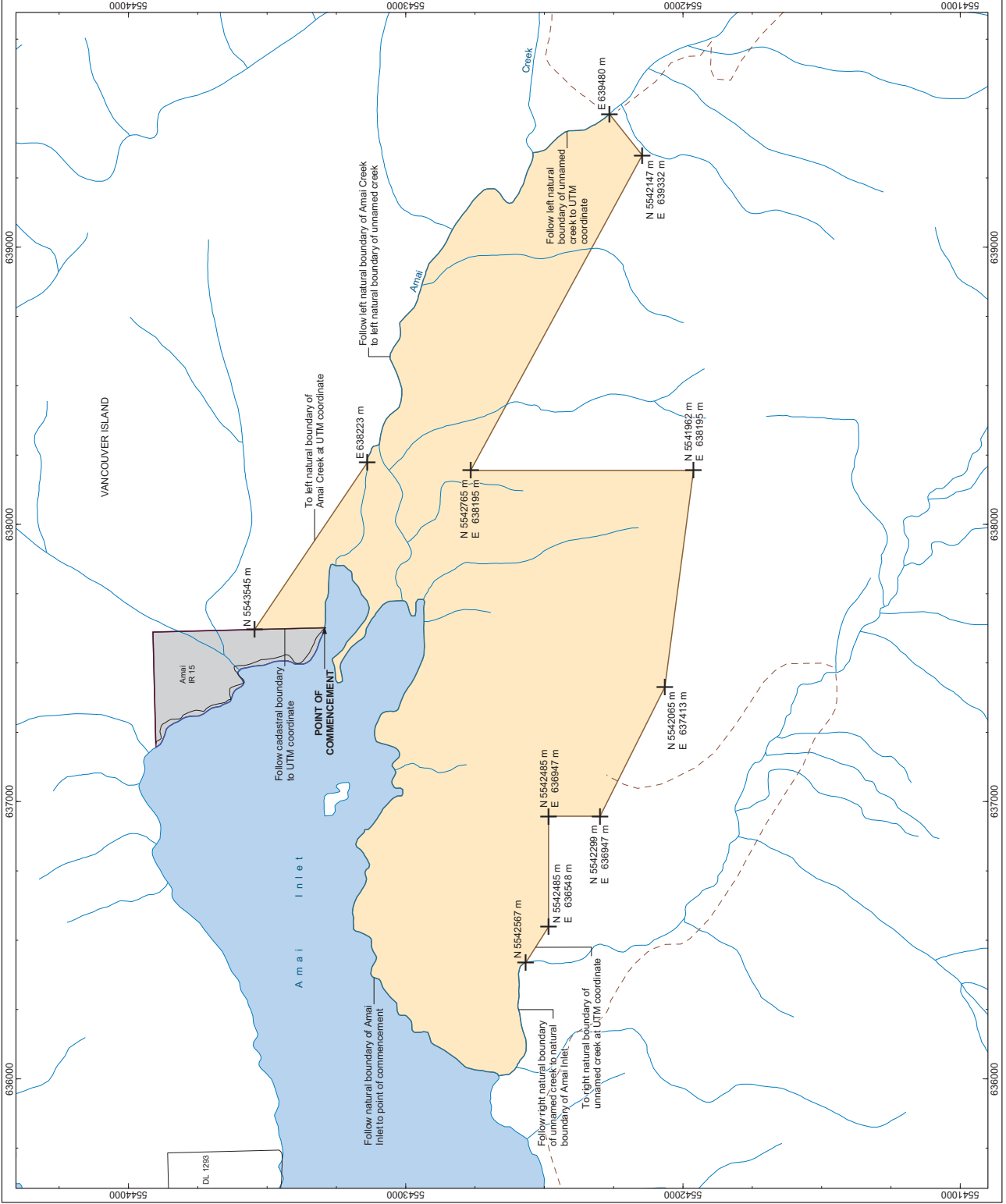
0 1:10,000
200 400
Metres

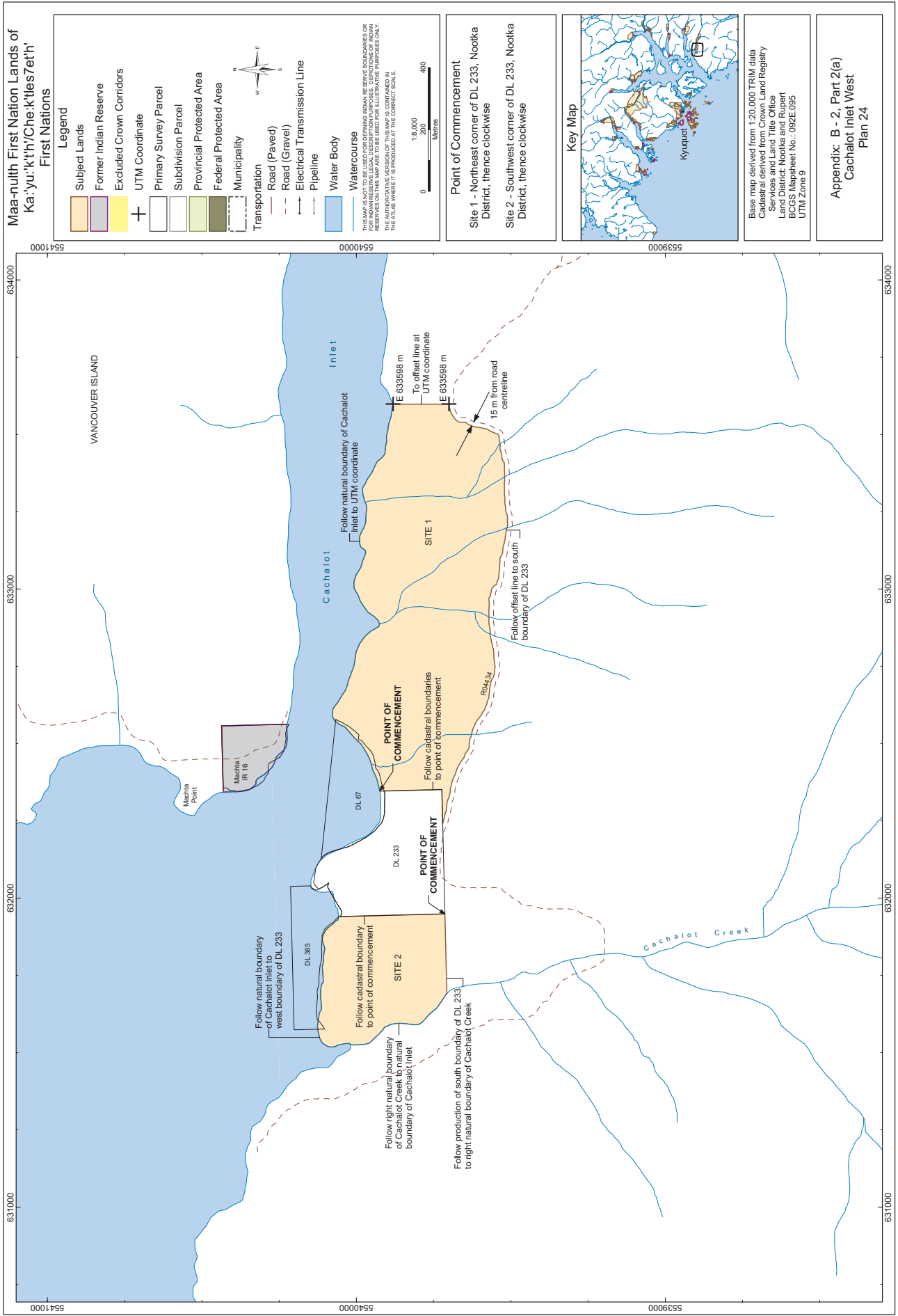
Point of Commencement
Southeast corner of Amai IR 15, Rupert District, thence clockwise



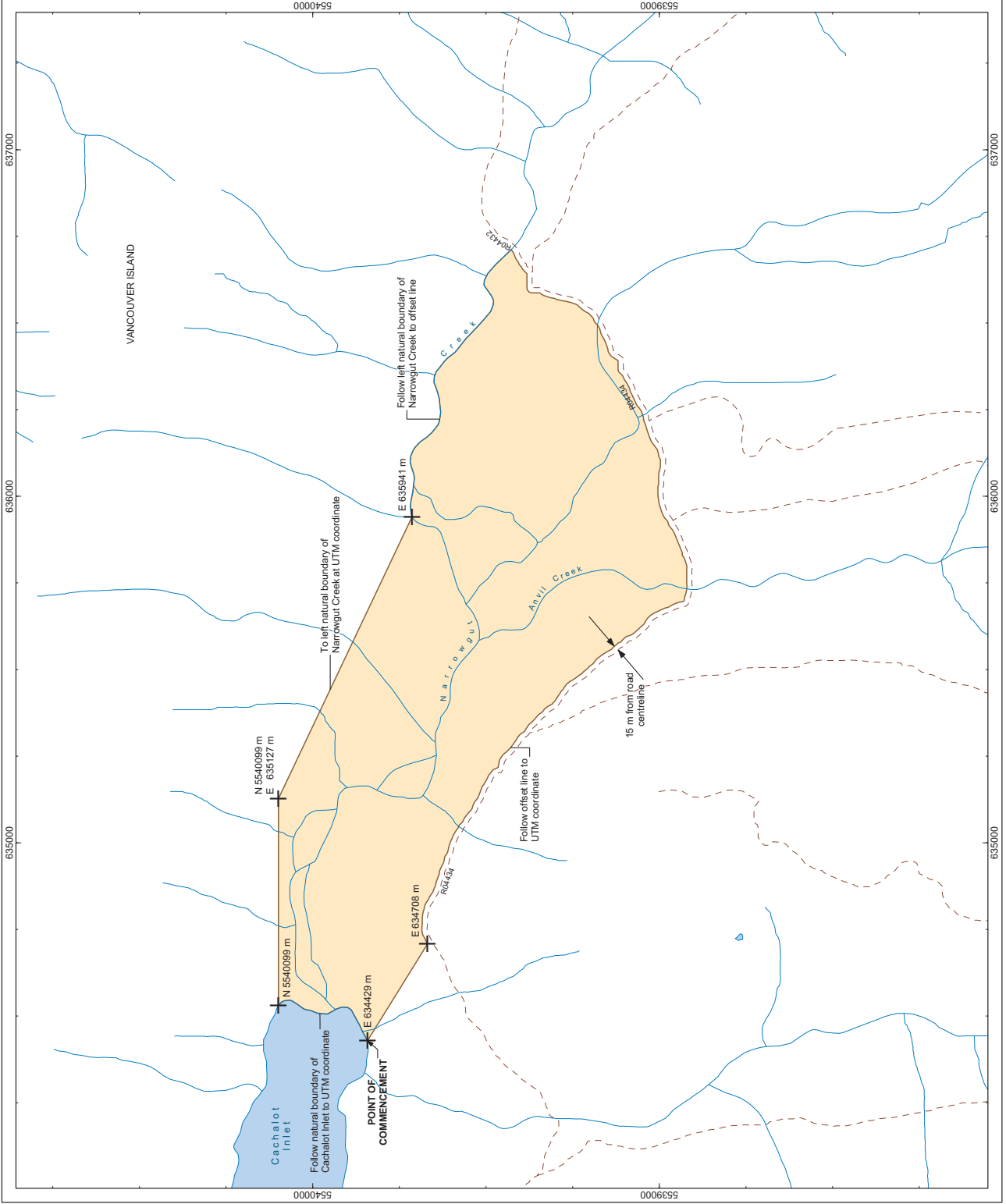
Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
Municipal from the Land Title Office
Land District: Rupert
BCGS Mapsheet No.: 082L.005
UTM Zone 9

Appendix: B - 2, Part 2(a)
Amai Inlet
Plan 23





Maa-nulth First Nation Lands of
Ka:yu:'k'th'/'Che:k'tles7eth'



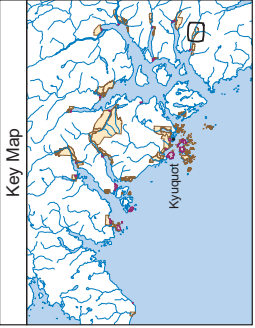
Legend

- Subject Lands
- Former Indian Reserve
- Excluded Crown Corridors
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Transportation
 - Road (Paved)
 - Road (Gravel)
 - Electrical Transmission Line
 - Pipeline
- Water Body
- Watercourse

THIS MAP IS NOT TO BE USED FOR DETERMINING INDIAN RESERVE BOUNDARIES OR RESERVES OR FOR DETERMINING CROWN LANDS OR OTHER RIGHTS OR INTERESTS. THE AUTHORITY OF THIS MAP IS LIMITED TO ILLUSTRATIVE PURPOSES ONLY. THE AUTHORITY OF THIS MAP IS LIMITED TO ILLUSTRATIVE PURPOSES ONLY.

0 100 200 400
Metres

Point of Commencement
Natural boundary of Cachalot Inlet at UTM coordinate E 634429 m, thence clockwise



Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
and the Yukon Department of
Land District, Nicola and Rupert
BCGS Mapsheet No.: 082E:065
UTM Zone 9

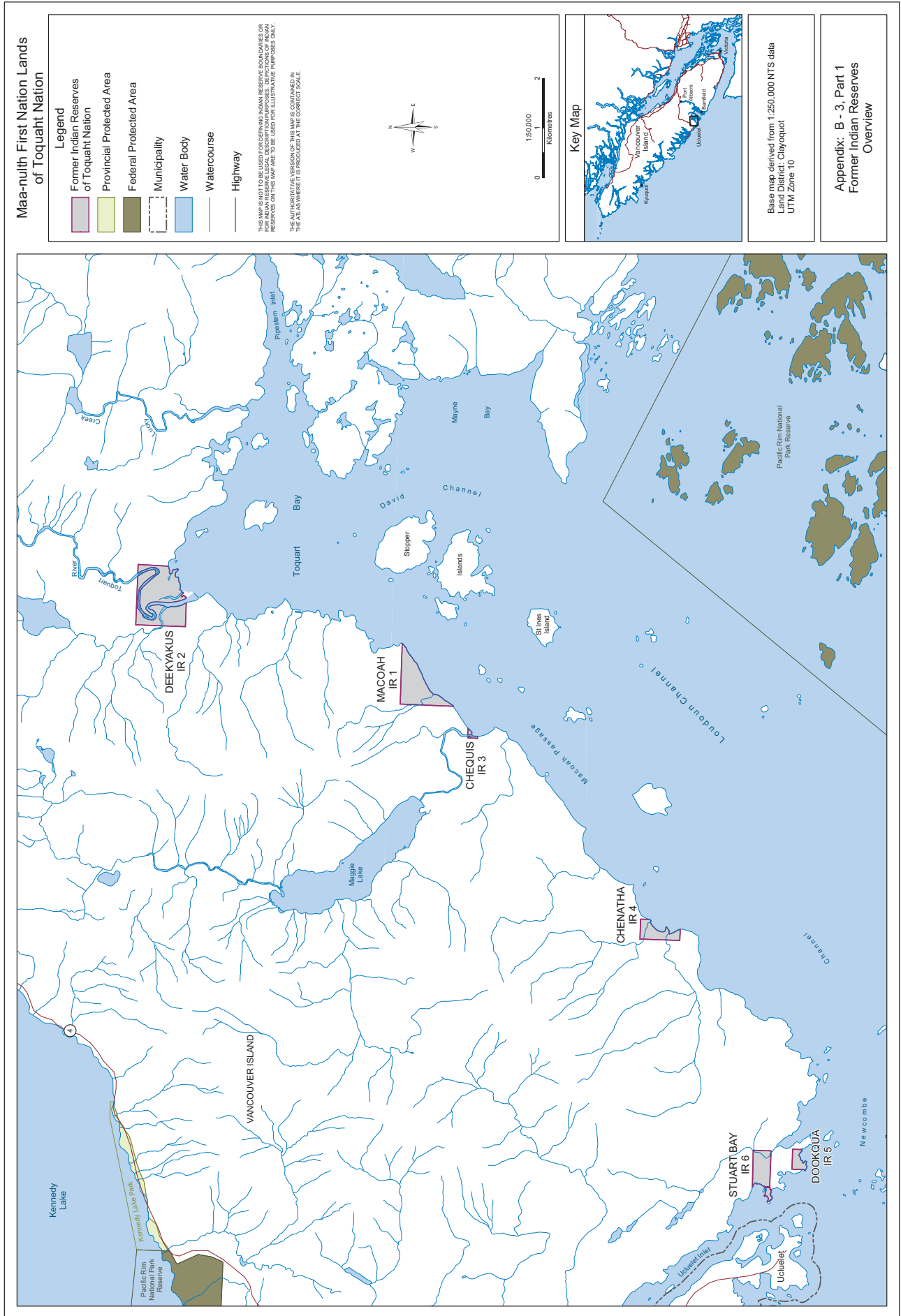
Appendix: B - 2, Part 2(a)
Cachalot Inlet East
Plan 25

APPENDIX B-2
MAA-NULTH FIRST NATION LANDS OF
KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST NATIONS

Part 3 ~ List of Maa-nulth First Nation Lands of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations to be Registered in the Land Title Office

General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-2, Part 2(a), Plan 22	Block F of District Lot 2110, Rupert District	Not Applicable
Appendix B-2, Part 2(a), Plan 22	District Lot 2329, Rupert District	Not Applicable
Appendix B-2, Part 2(a), Plan 22	District Lot 2330, Rupert District	Not Applicable

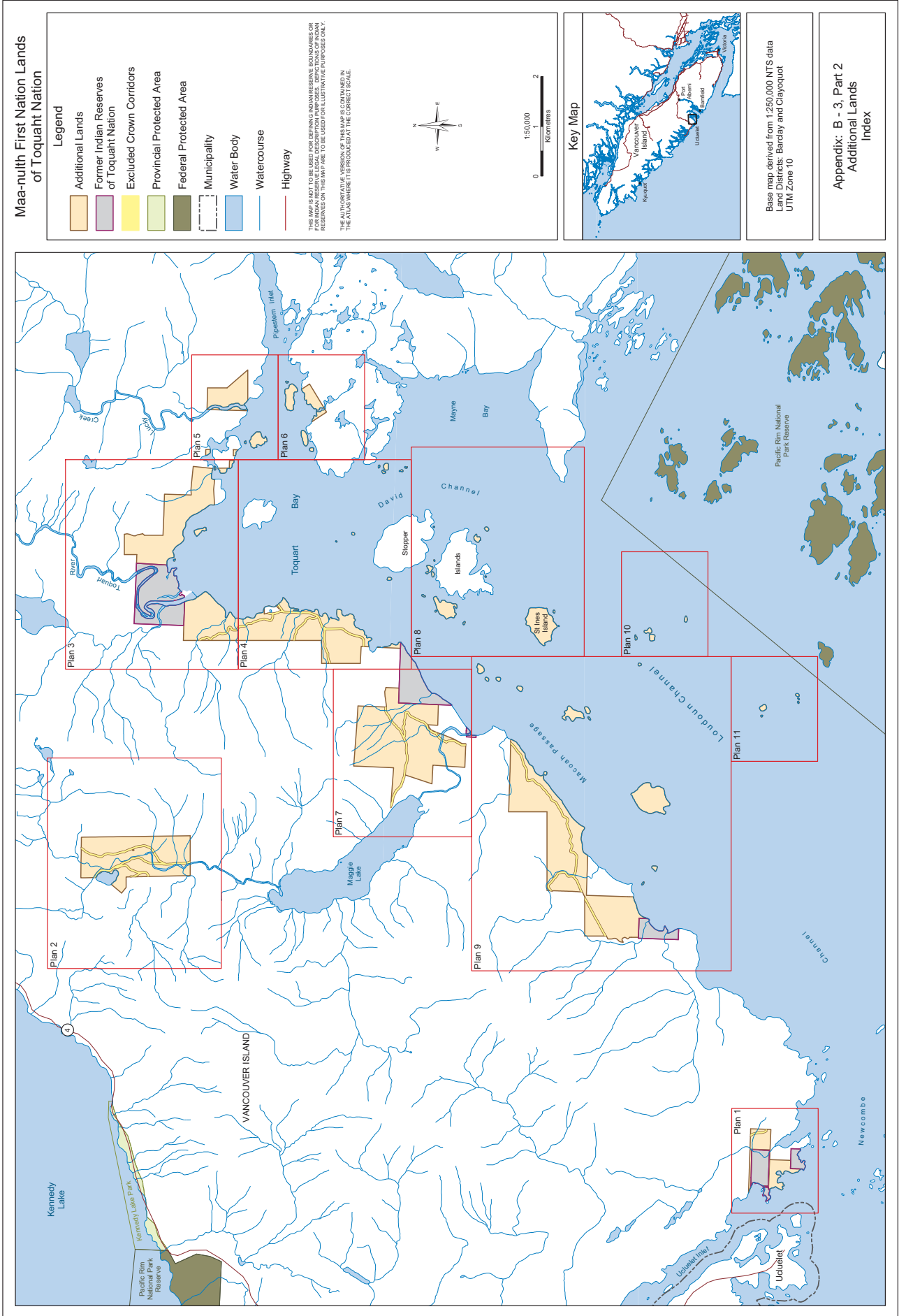
**APPENDIX B-3
MAA-NULTH FIRST NATION
LANDS OF TOQUAHT NATION**

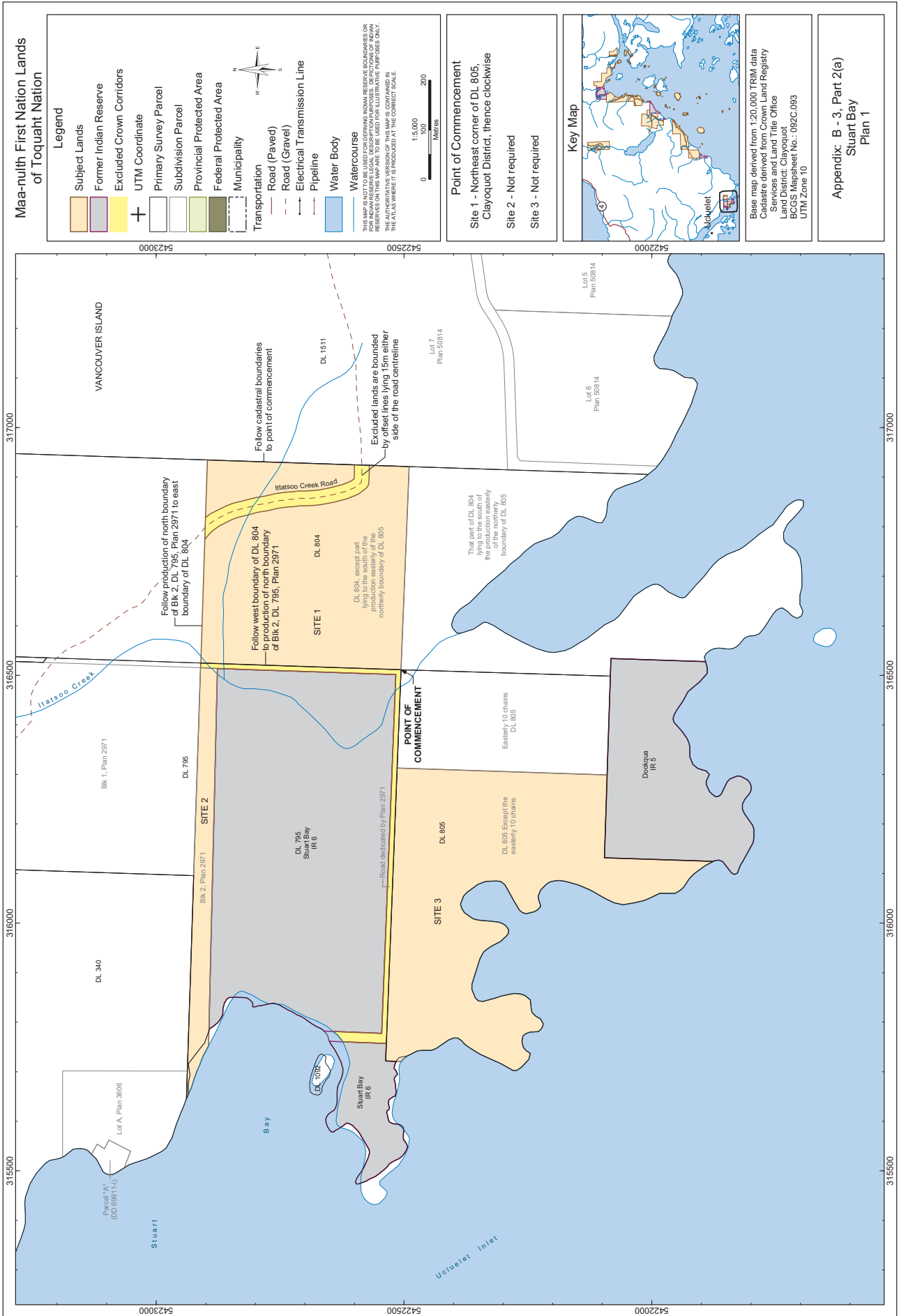


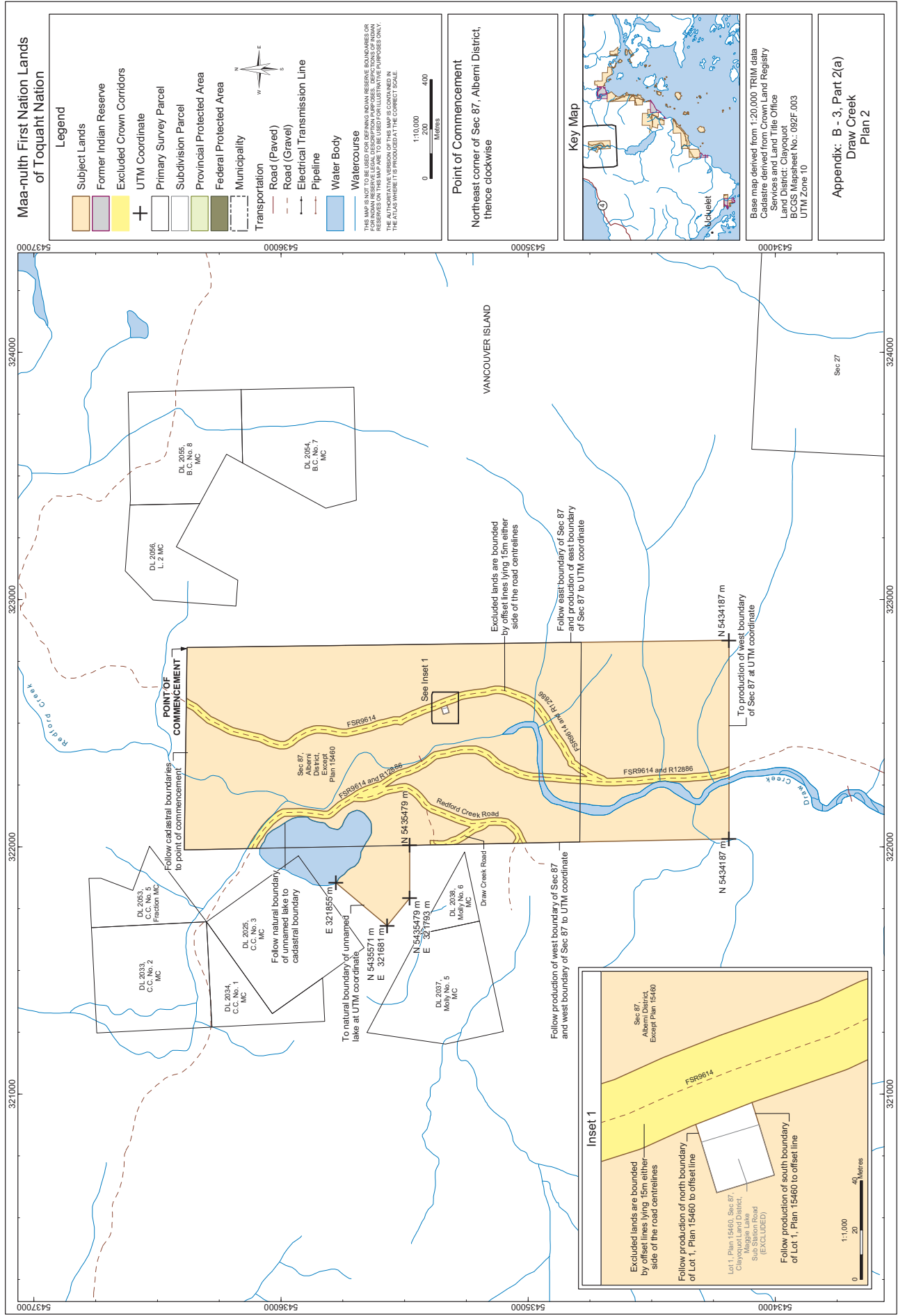
APPENDIX B-3, PART 1(A)
FORMER INDIAN RESERVES
OF TOQUAHT NATION
LIST OF LEGAL DESCRIPTIONS

Indian Reserve Name	No.	Legal Description	
		District Lot No.	Plan ¹
Chenatha	4	Not Applicable	BC111
Chequis	3	Not Applicable	BC111
Deekyakus	2	Not Applicable	BC111
Dookqua	5	Not Applicable	76258
Macoah	1	Not Applicable	BC111
Stuart Bay	6	District Lot 795, Clayoquot District	73755

1 These are Canada Land Survey Records on deposit in Ottawa.







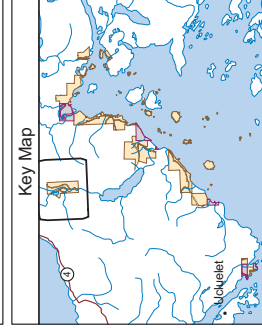
Maa-nulth First Nation Lands of Toquaht Nation

Legend

- Subject Lands
- Former Indian Reserve
- Excluded Crown Corridors
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Transportation
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line
- Pipeline
- Water Body
- Watercourse

THIS MAP IS NOT TO BE USED FOR DEFINING INDIAN RESERVE BOUNDARIES OR FOR DETERMINING INDIAN RESERVE STATUS. THE AUTHORITY OF THIS MAP IS LIMITED TO THE PURPOSES STATED. THE AUTHORITY OF THIS MAP IS LIMITED TO THE PURPOSES STATED. THE AUTHORITY OF THIS MAP IS LIMITED TO THE PURPOSES STATED.

Point of Commencement
Northeast corner of Sec 87, Alberni District, thence clockwise



Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry Services and Land Title Office
Alberni District, Clayoquot
BCSRS map sheet No. 082F-003
UTM Zone 10

Appendix: B - 3, Part 2(a)
Draw Creek
Plan 2

Inset 1

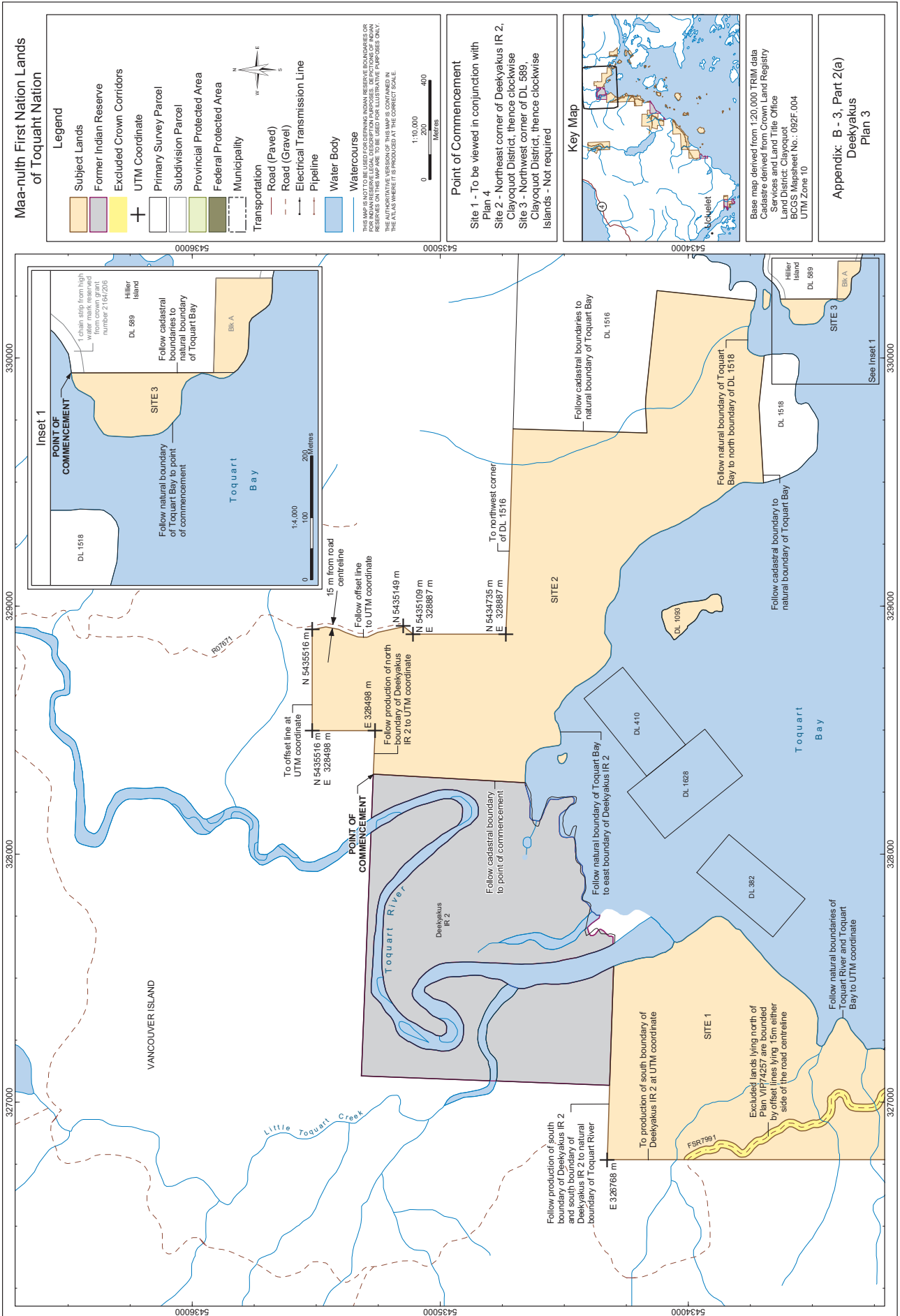
Excluded lands are bounded by offset lines lying 15m either side of the road centralines

Follow production of north boundary of Lot 1, Plan 15460 to offset line

Follow production of south boundary of Lot 1, Plan 15460 to offset line

Lot 1, Plan 15460, Sec. 87, Clayoquot District, Maa-nulth First Nation, Sub Station Road (EXCLUDED)

Scale: 1:1,000



Maa-nulth First Nation Lands of Toquaht Nation

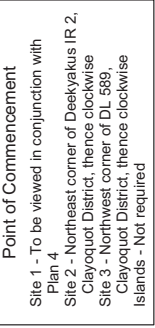
Legend

- Subject Lands
- Former Indian Reserve
- Excluded Crown Corridors
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Transportation
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line
- Pipeline
- Water Body
- Watercourse

THIS MAP IS NOT TO BE USED FOR DEFENDING INDIAN RESERVE BOUNDARIES OR RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THE AUTHORITY VERSION OF THIS MAP IS CONTAINED IN THE FULL REPORT IT IS PROVIDED AT THE CORRECT SCALE.

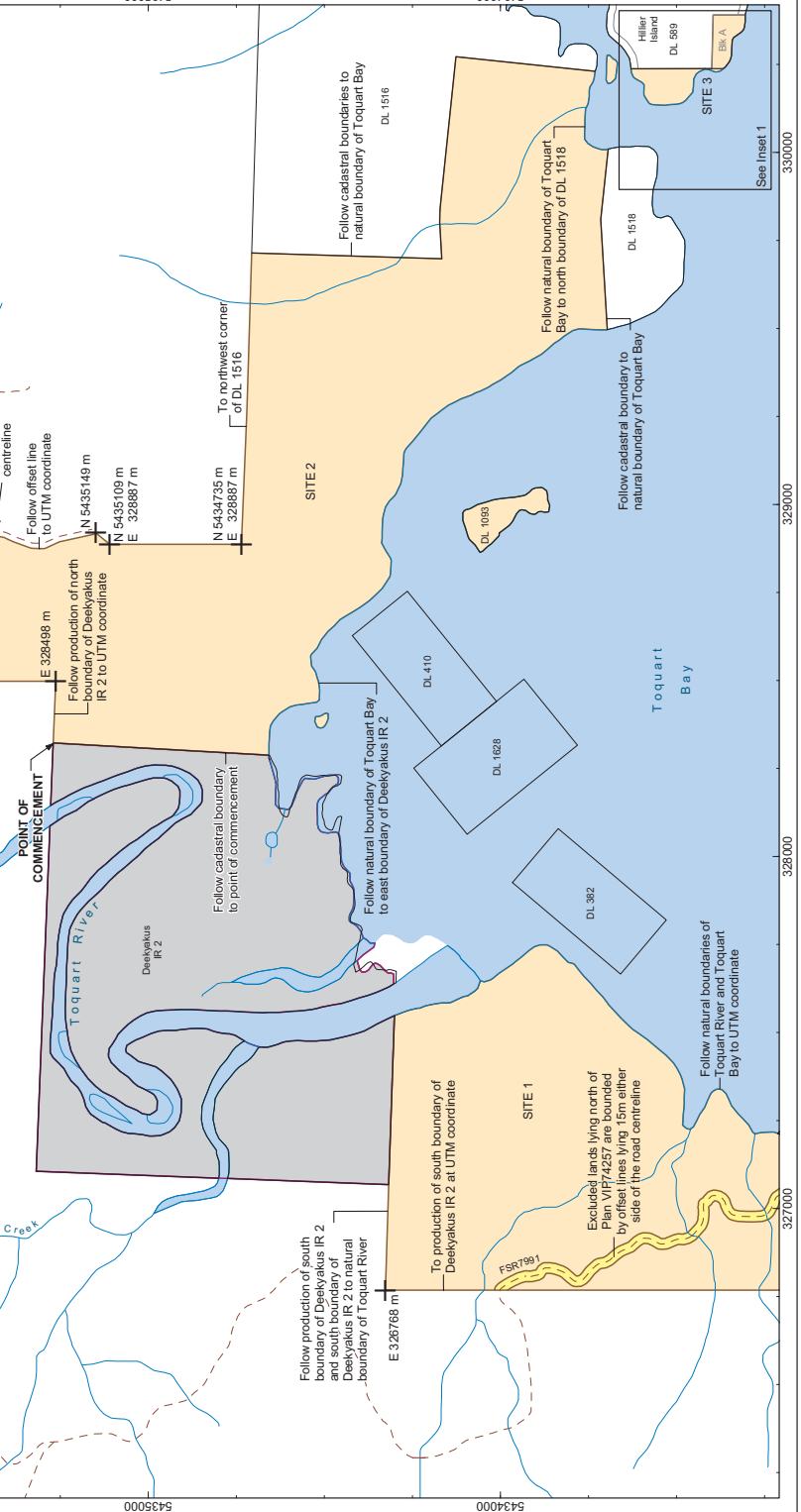
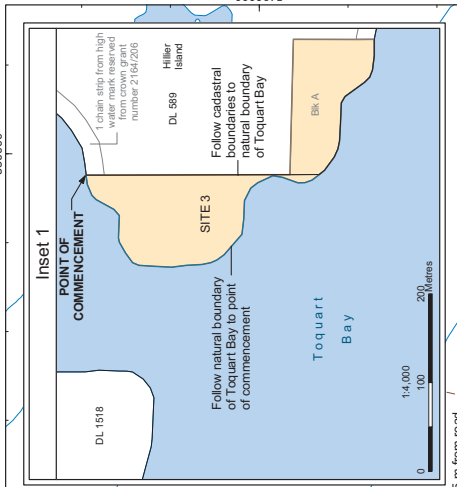
Point of Commencement

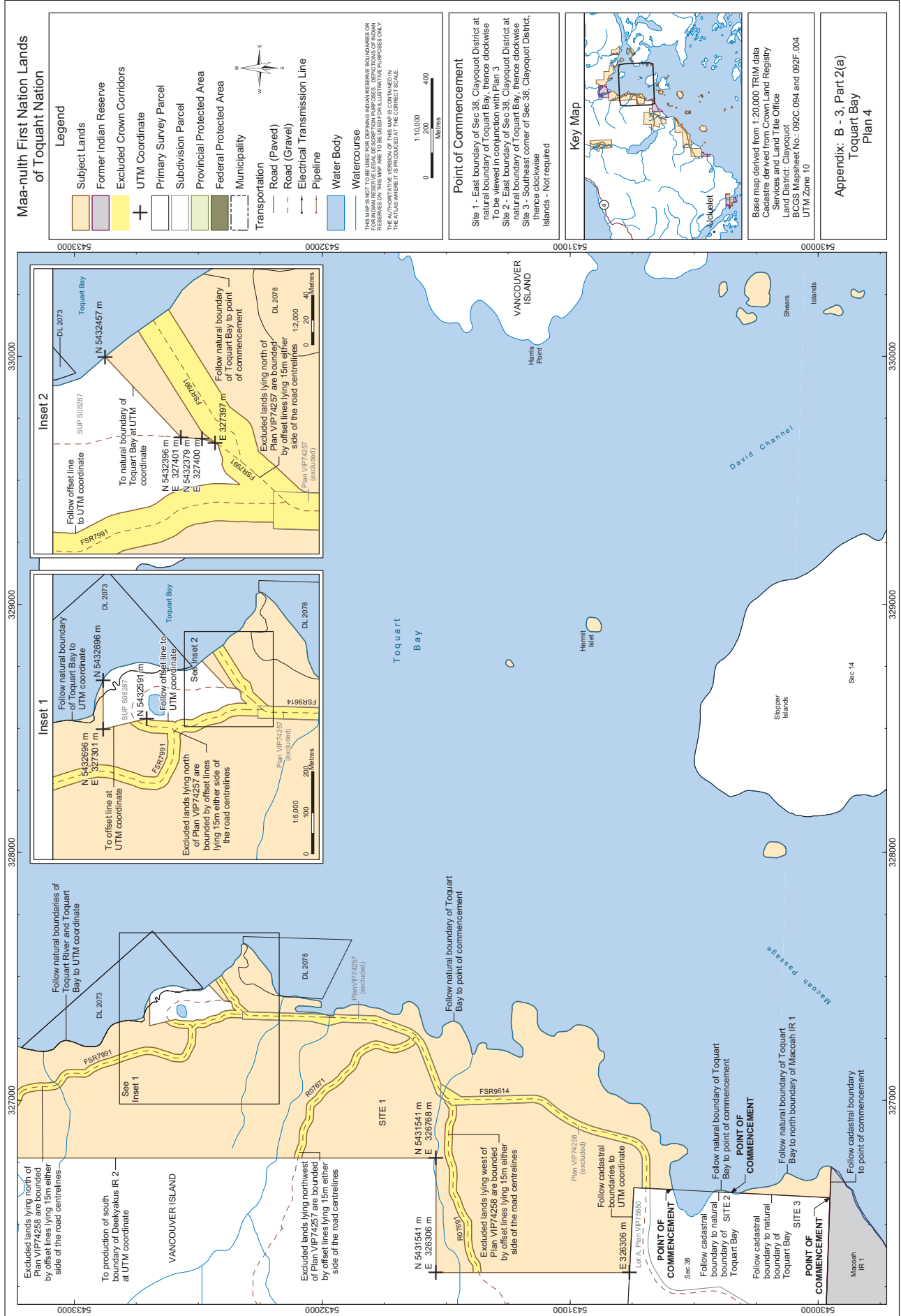
Site 1 - To be viewed in conjunction with Plan 4
 Site 2 - Northeast corner of Deekyakus IR 2, Clayoquot District, thence clockwise
 Site 3 - Northwest corner of DL 589, Clayoquot District, thence clockwise
 Islands - Not required

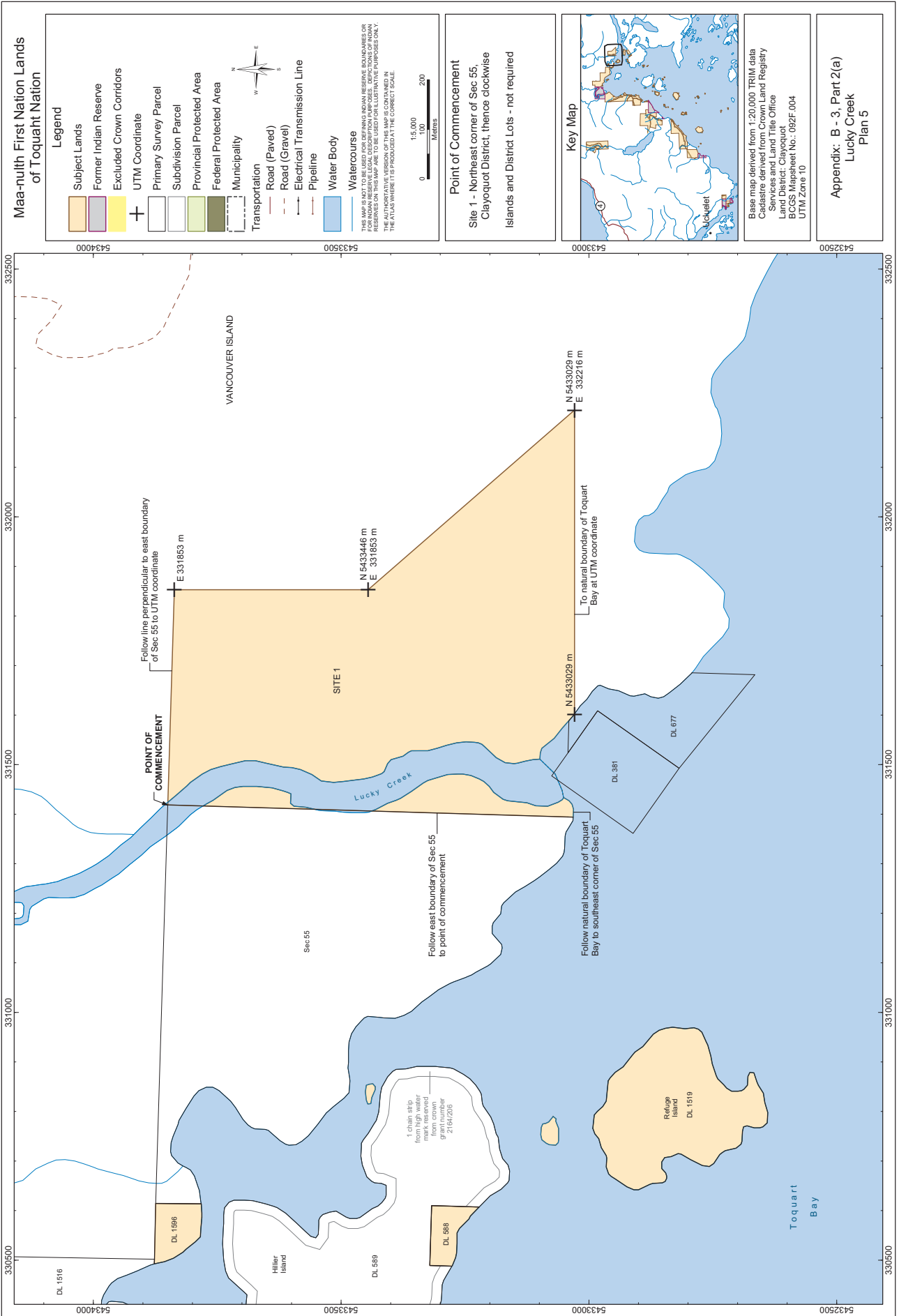


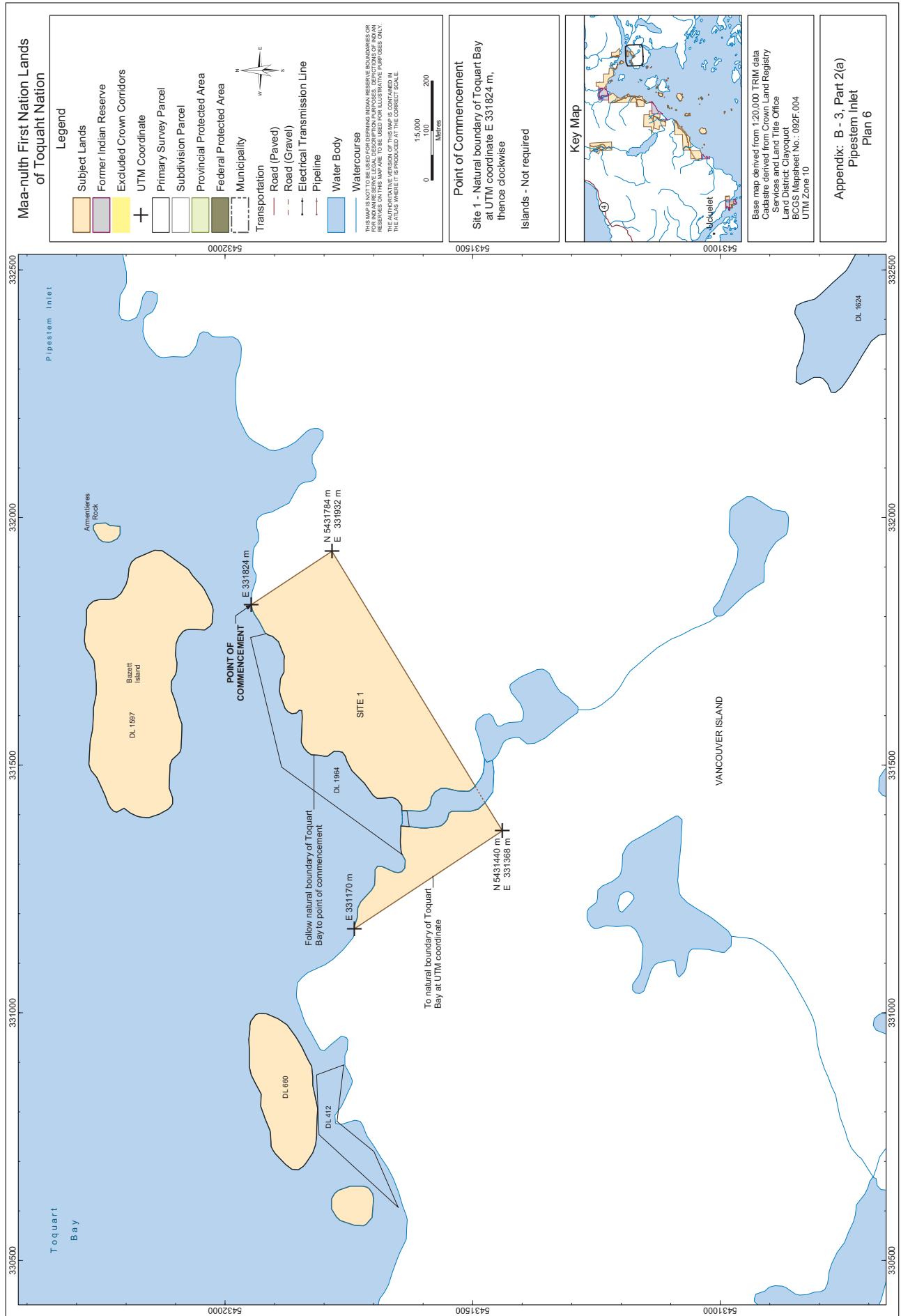
Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Survey data from Land Title Office
 BCSS Mapsheet No.: 092F 004
 UTM Zone 10

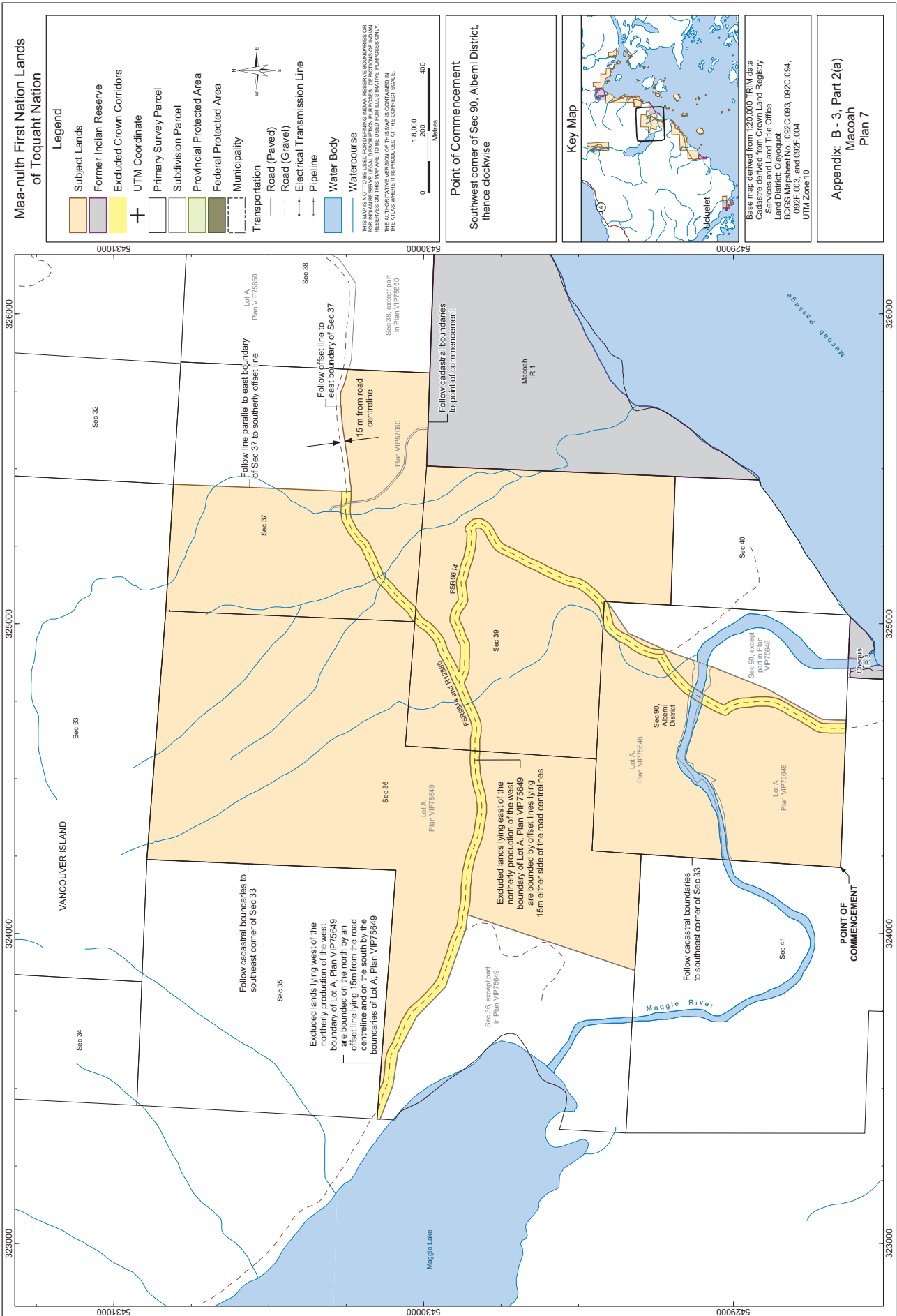
Appendix: B - 3, Part 2(a)
 Deekyakus
 Plan 3

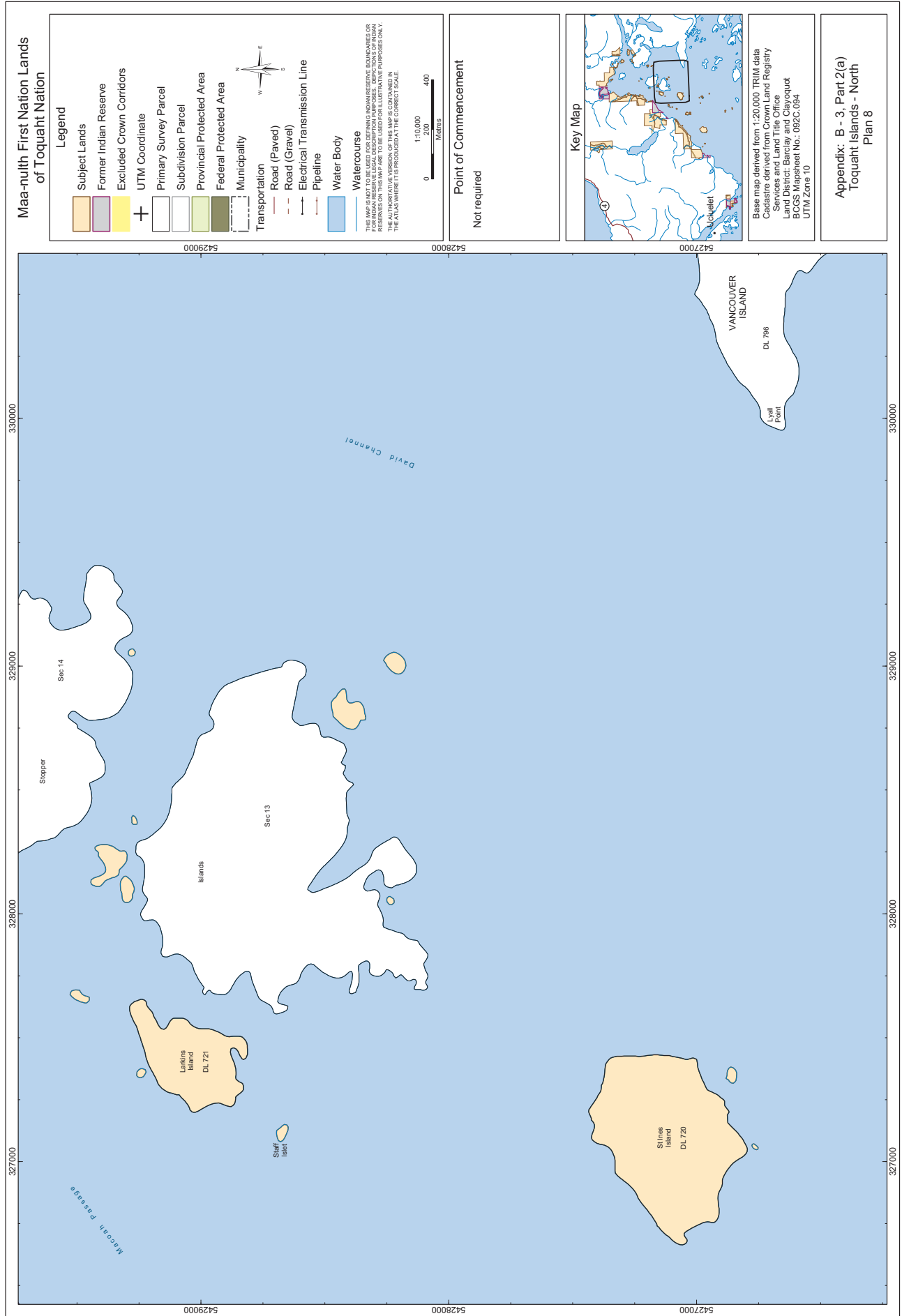


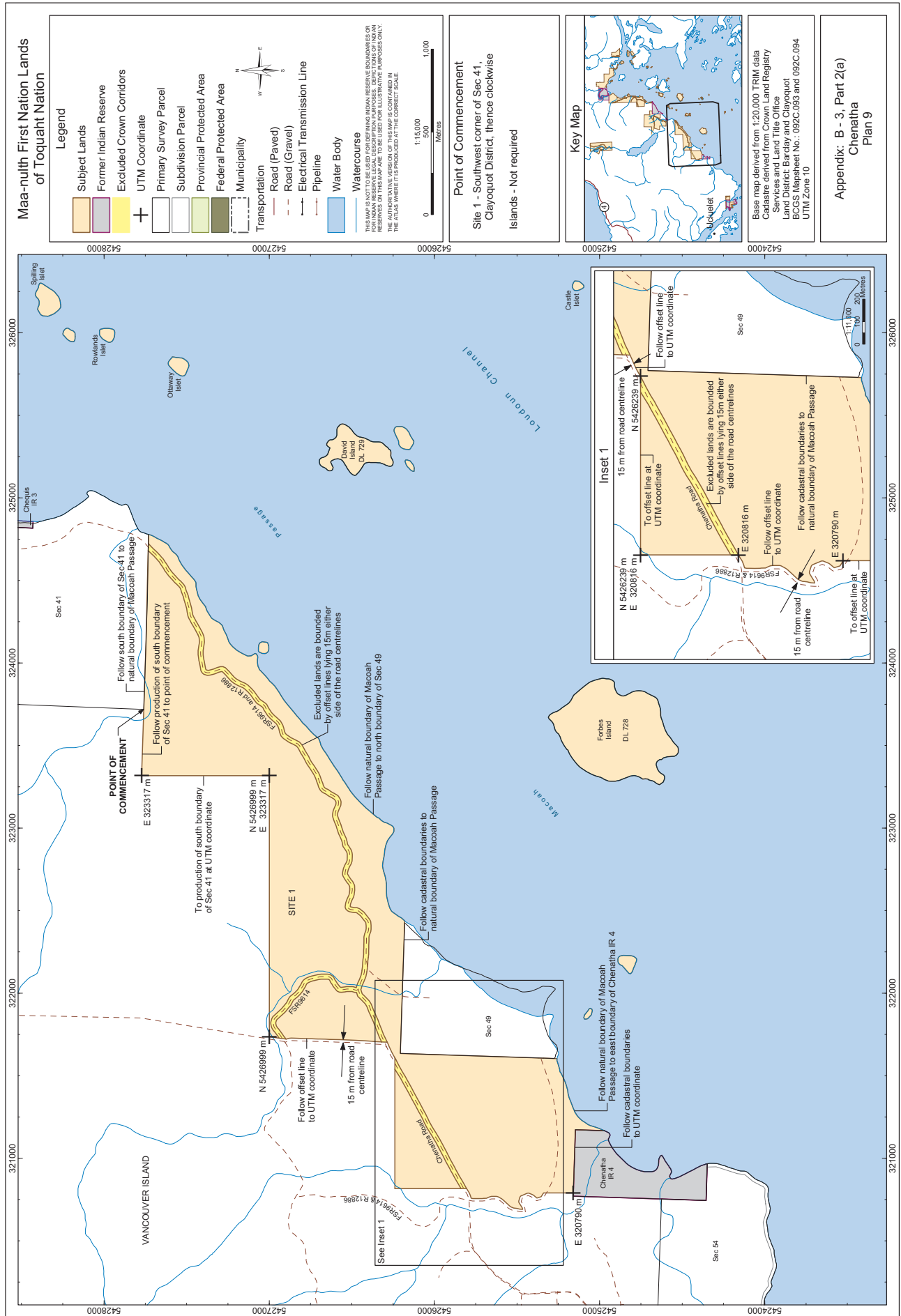


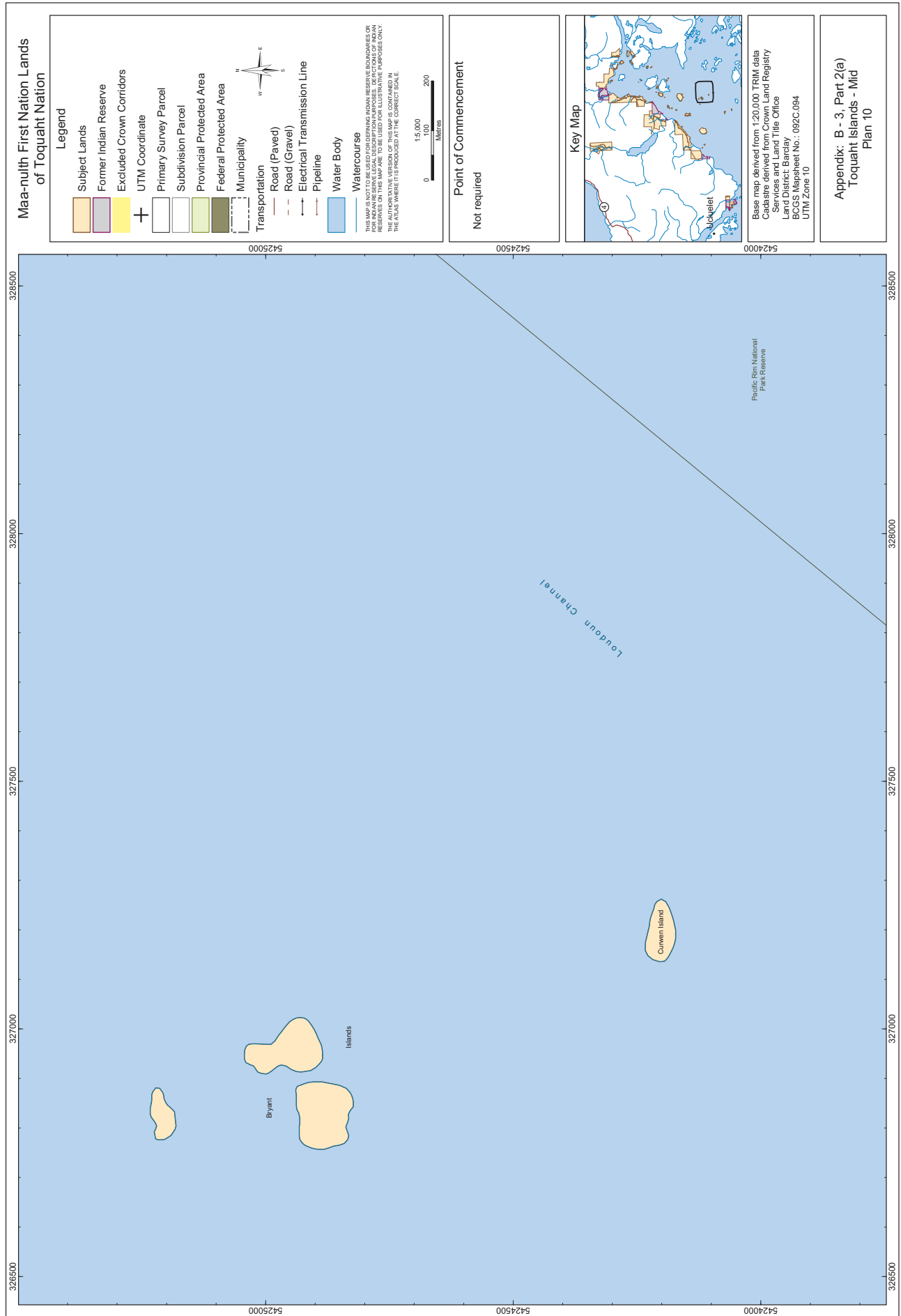


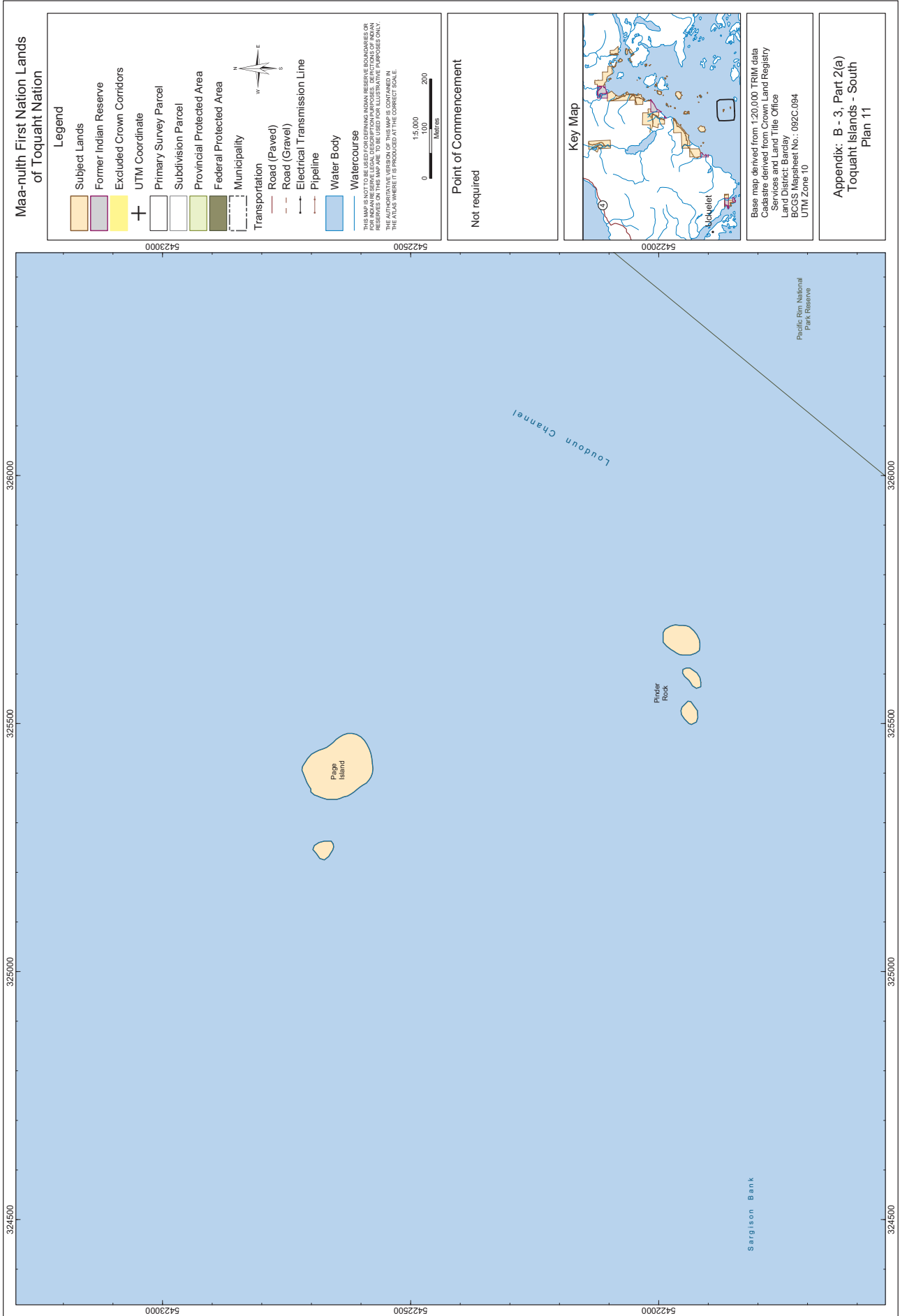








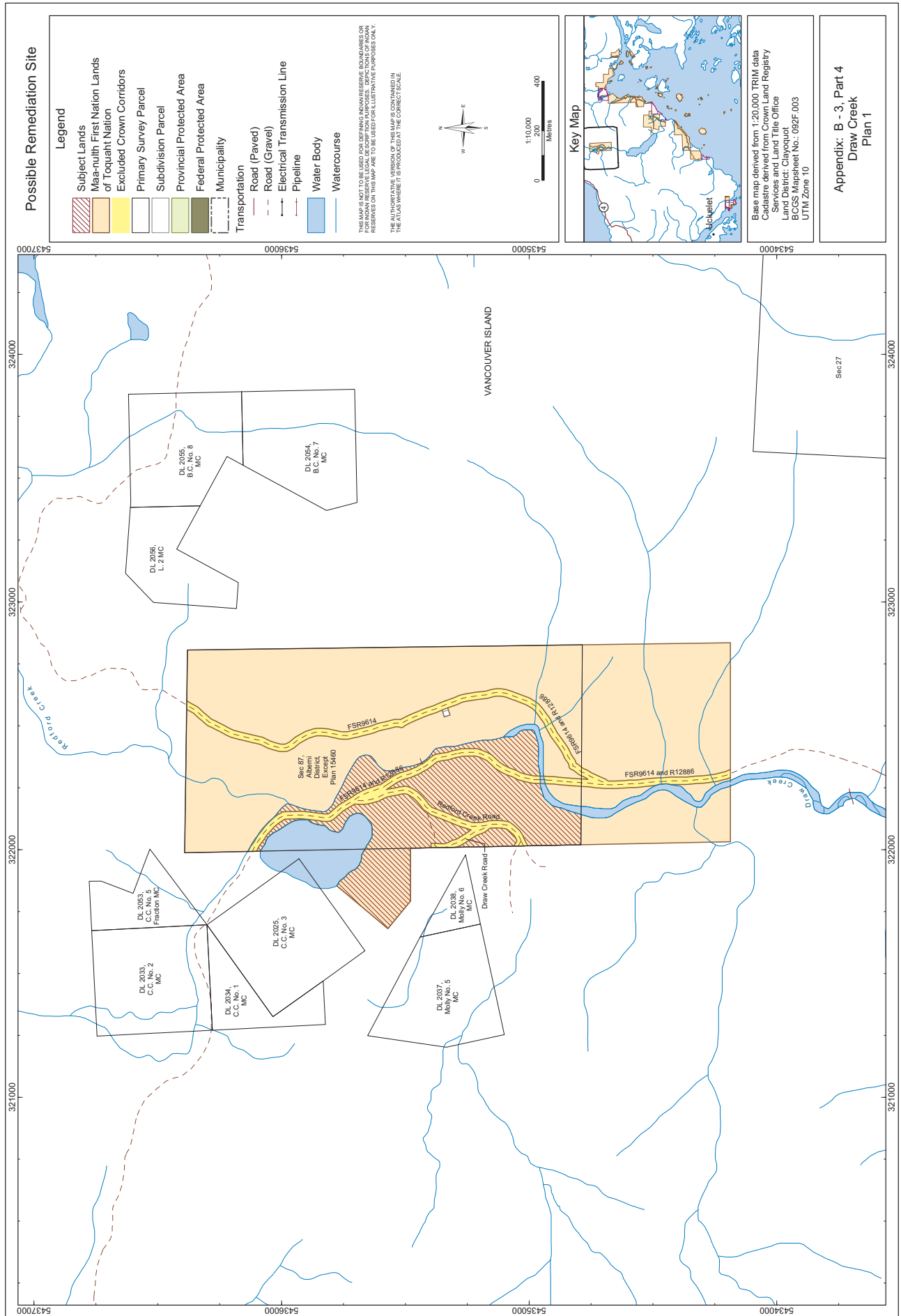


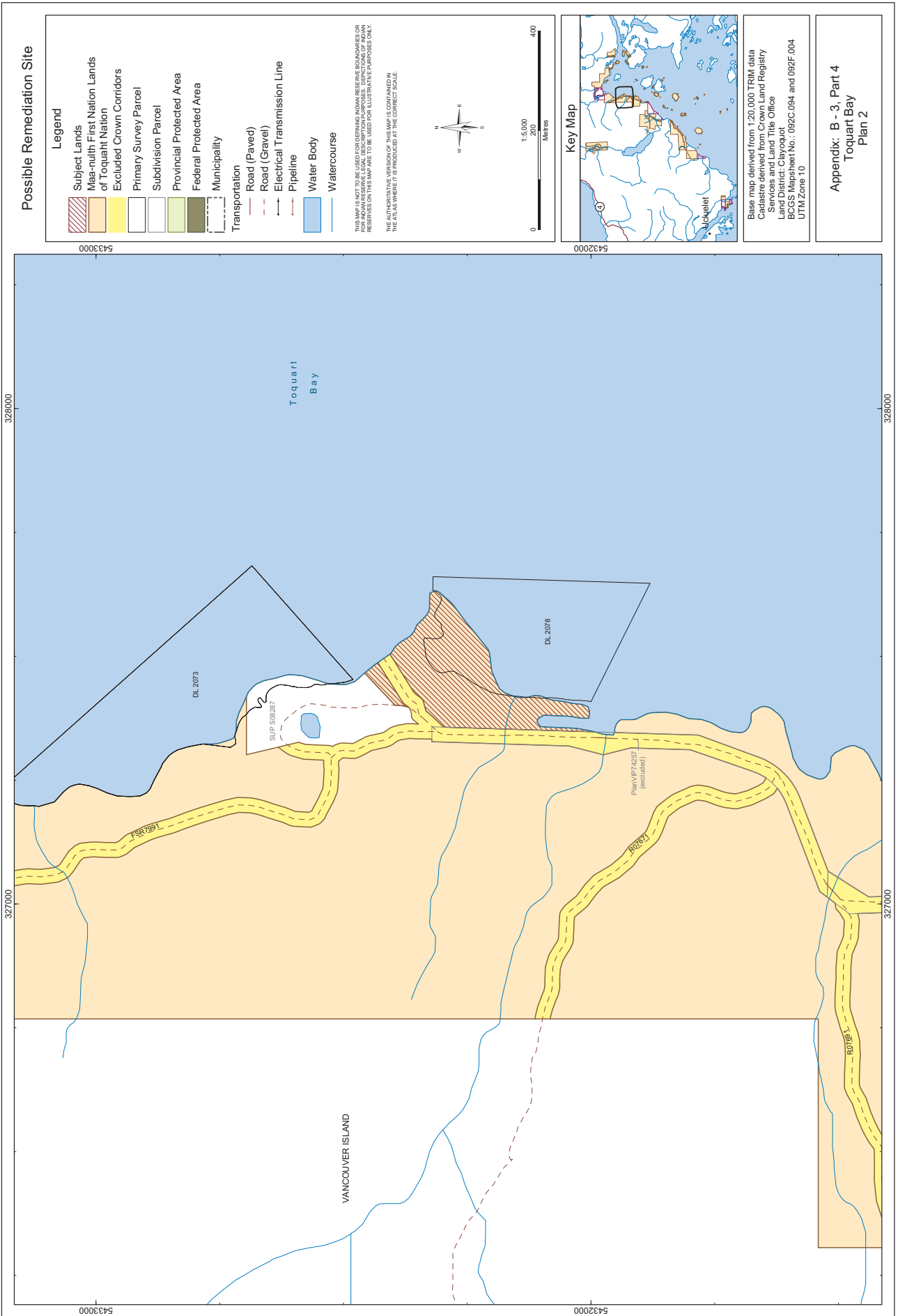


**APPENDIX B-3
MAA-NULTH FIRST NATION LANDS
OF TOQUAHT NATION**

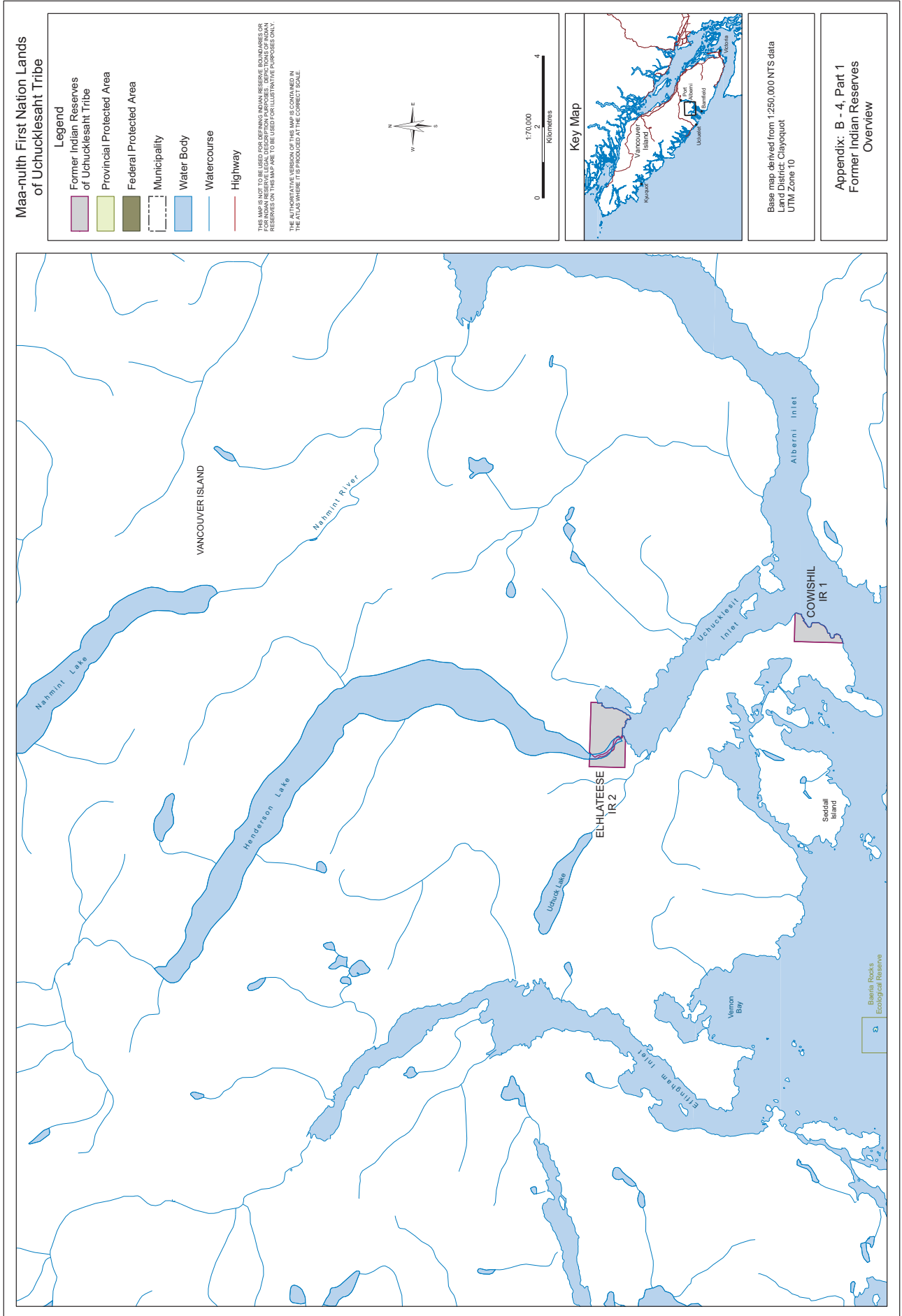
**Part 3 ~ List of Maa-nulth First Nation Lands of Toquaht Nation to be Registered in the
Land Title Office**

General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-3, Part 2(a), Plan 1	Block 2 of District Lot 795, Clayoquot District, Plan 2971	006-208-932
Appendix B-3, Part 2(a), Plan 1	District Lot 805, Clayoquot District, except Easterly 10 Chains	010-162-496
Appendix B-3, Part 2(a), Plan 2	Section 87, Alberni District (situate in Clayoquot District), except part in Plan 15460	008-421-366
Appendix B-3, Part 2(a), Plan 3	Block A of District Lot 589, Clayoquot District	010-164-511
Appendix B-3, Part 2(a), Plan 7	Lot A of Section 36, Clayoquot District, Plan VIP75649	025-721-291
Appendix B-3, Part 2(a), Plan 7	Lot A of Section 90, Alberni District (situate in Clayoquot District), Plan VIP75648	025-721-151





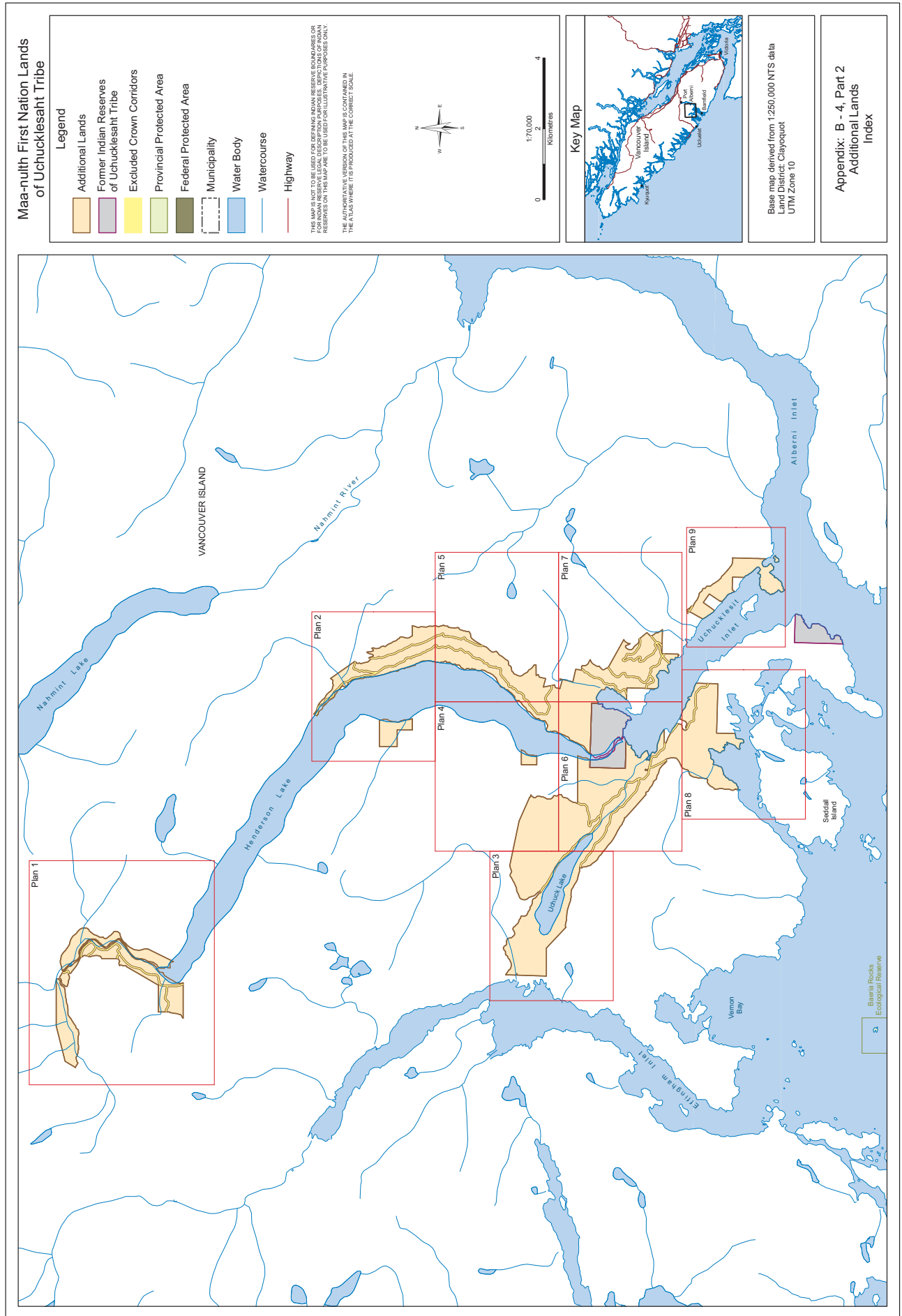
APPENDIX B-4
MAA-NULTH FIRST NATION
LANDS OF UCHUCKLESAHT TRIBE

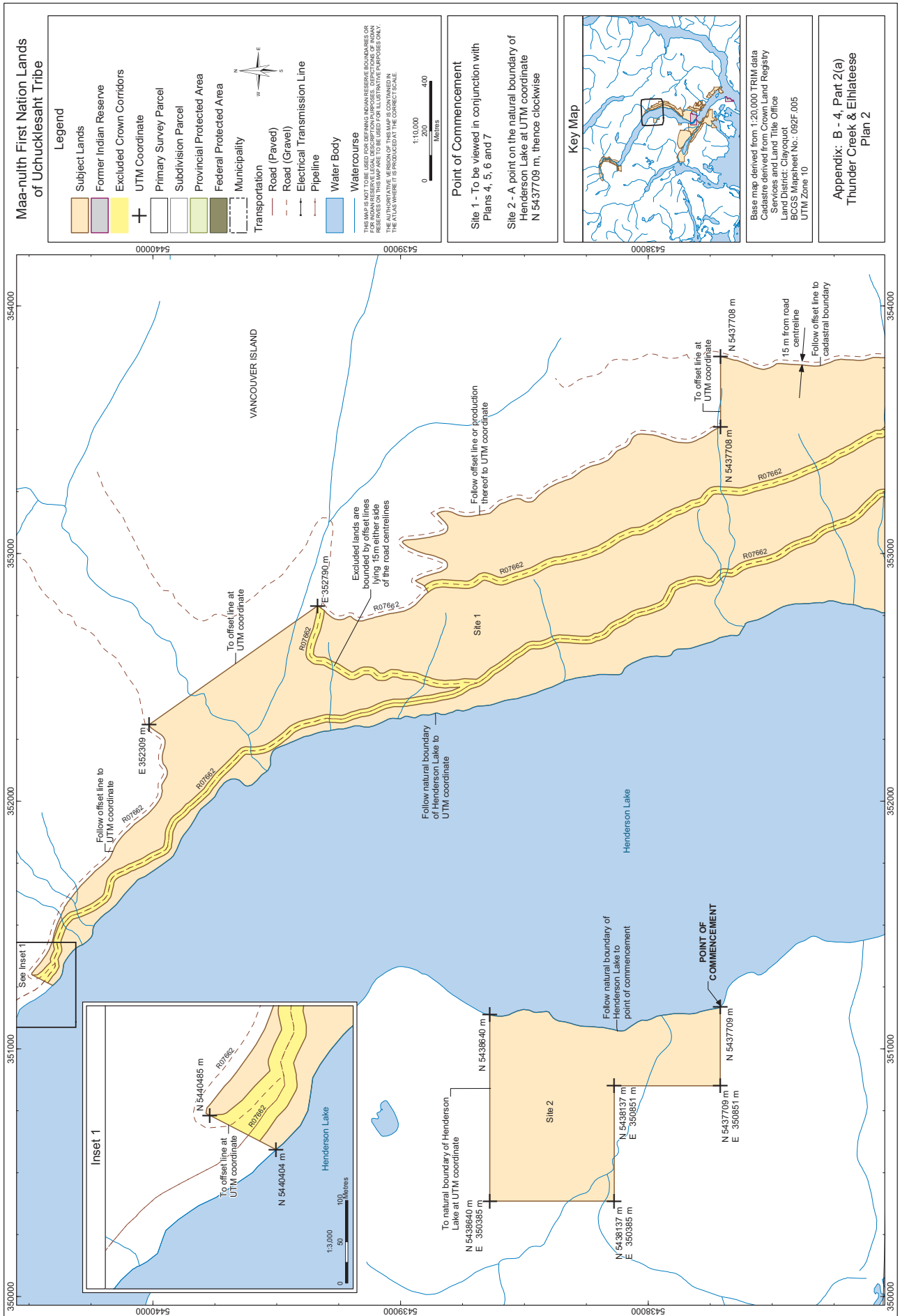


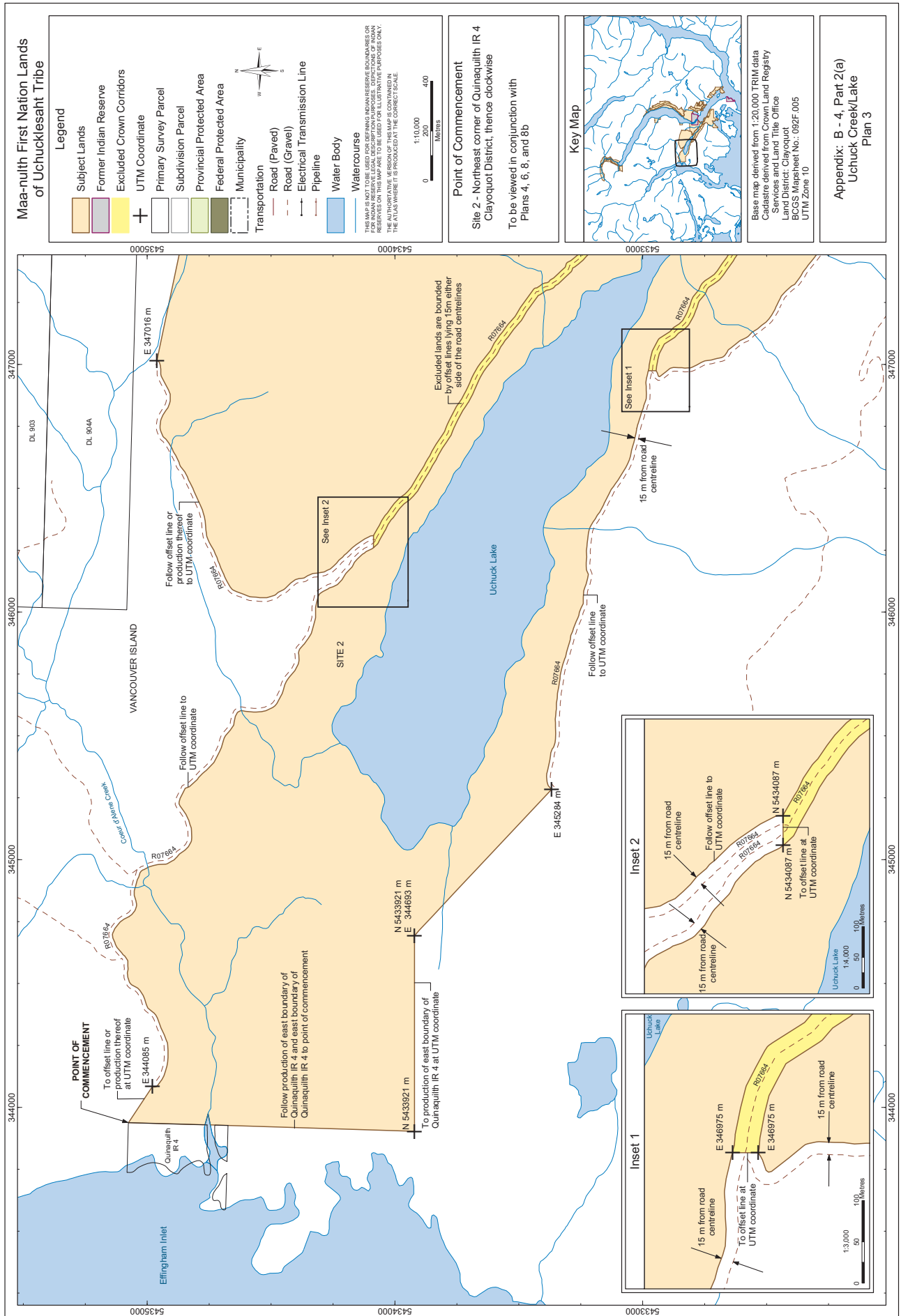
APPENDIX B-4, Part 1(a)
FORMER INDIAN RESERVES OF
UCHUCKLESAHT TRIBE
LIST OF LEGAL DESCRIPTIONS

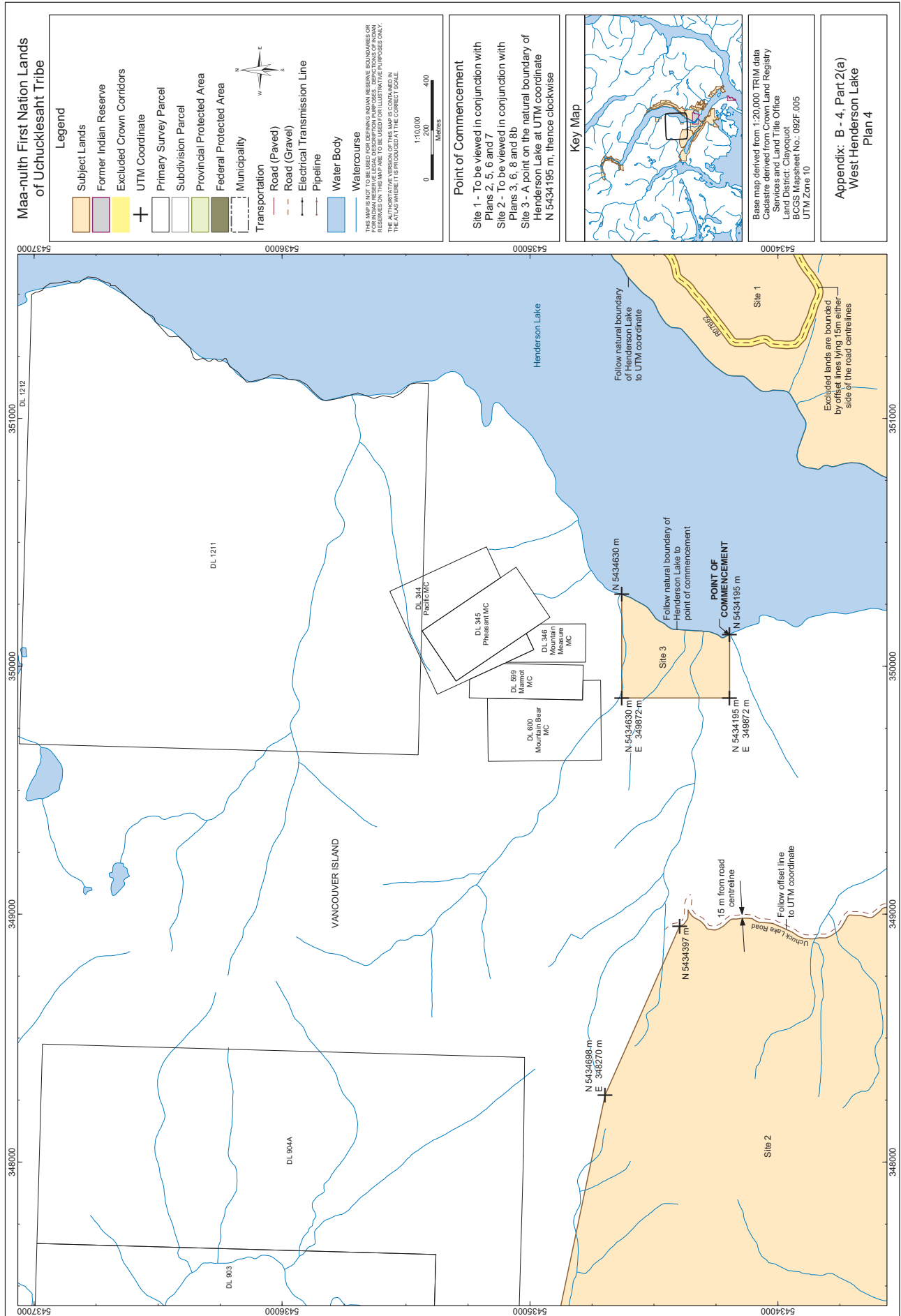
Indian Reserve Name	No.	Legal Description	
		District Lot No.	Plan ¹
Cowishil	1	Not Applicable	BC33
Elhlateese	2	Not Applicable	BC33

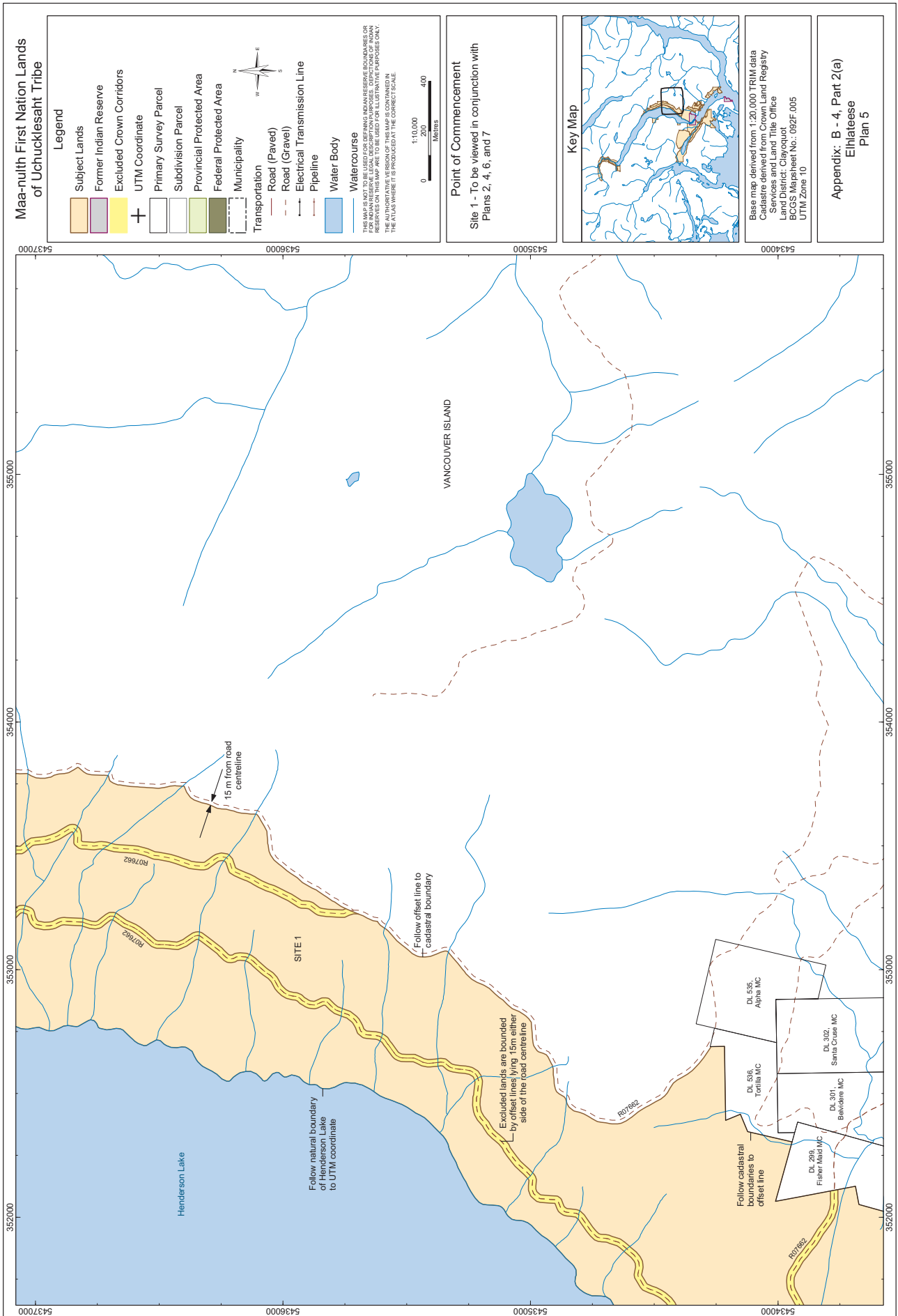
1. These are Canada Land Survey Records on deposit in Ottawa.

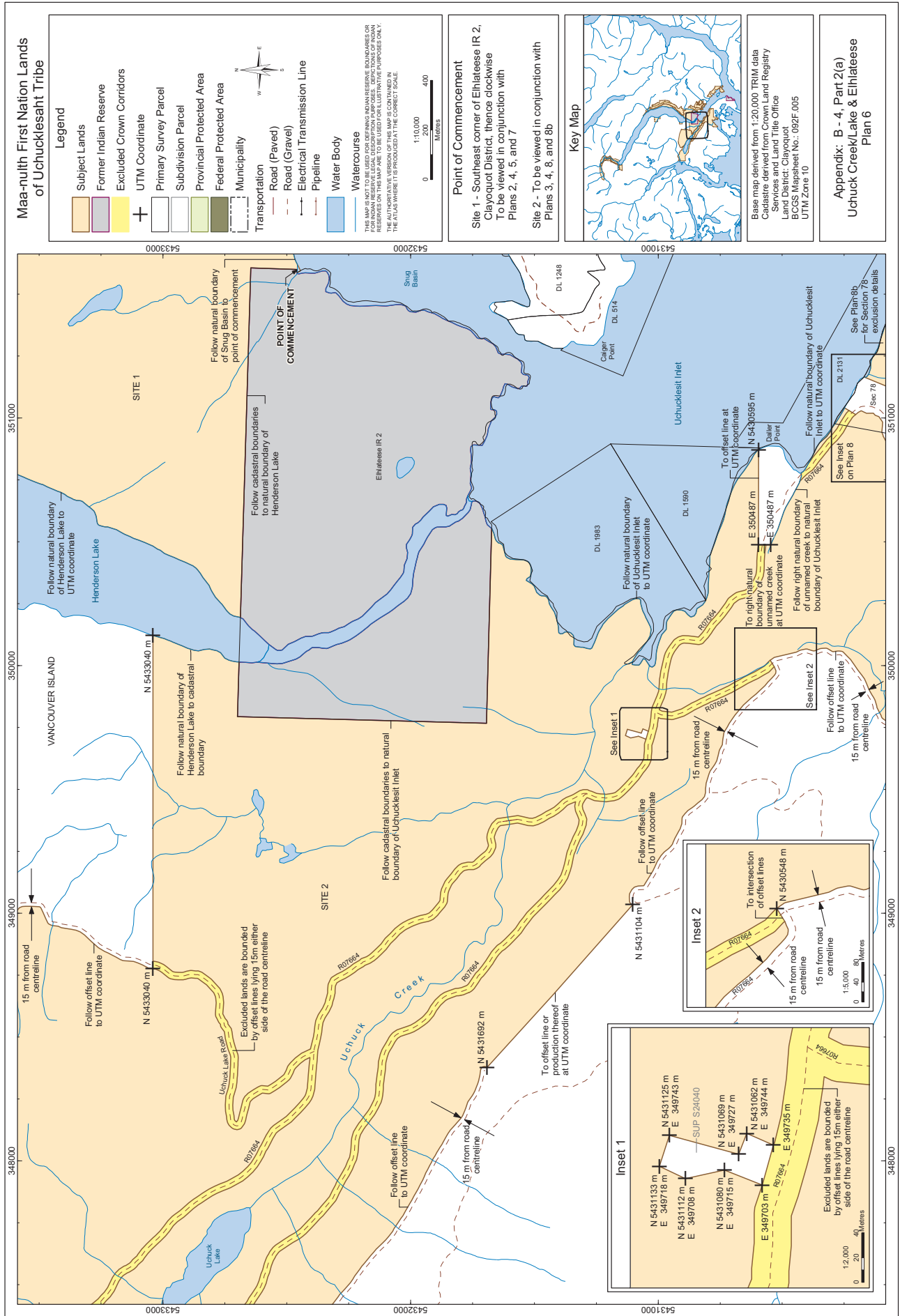


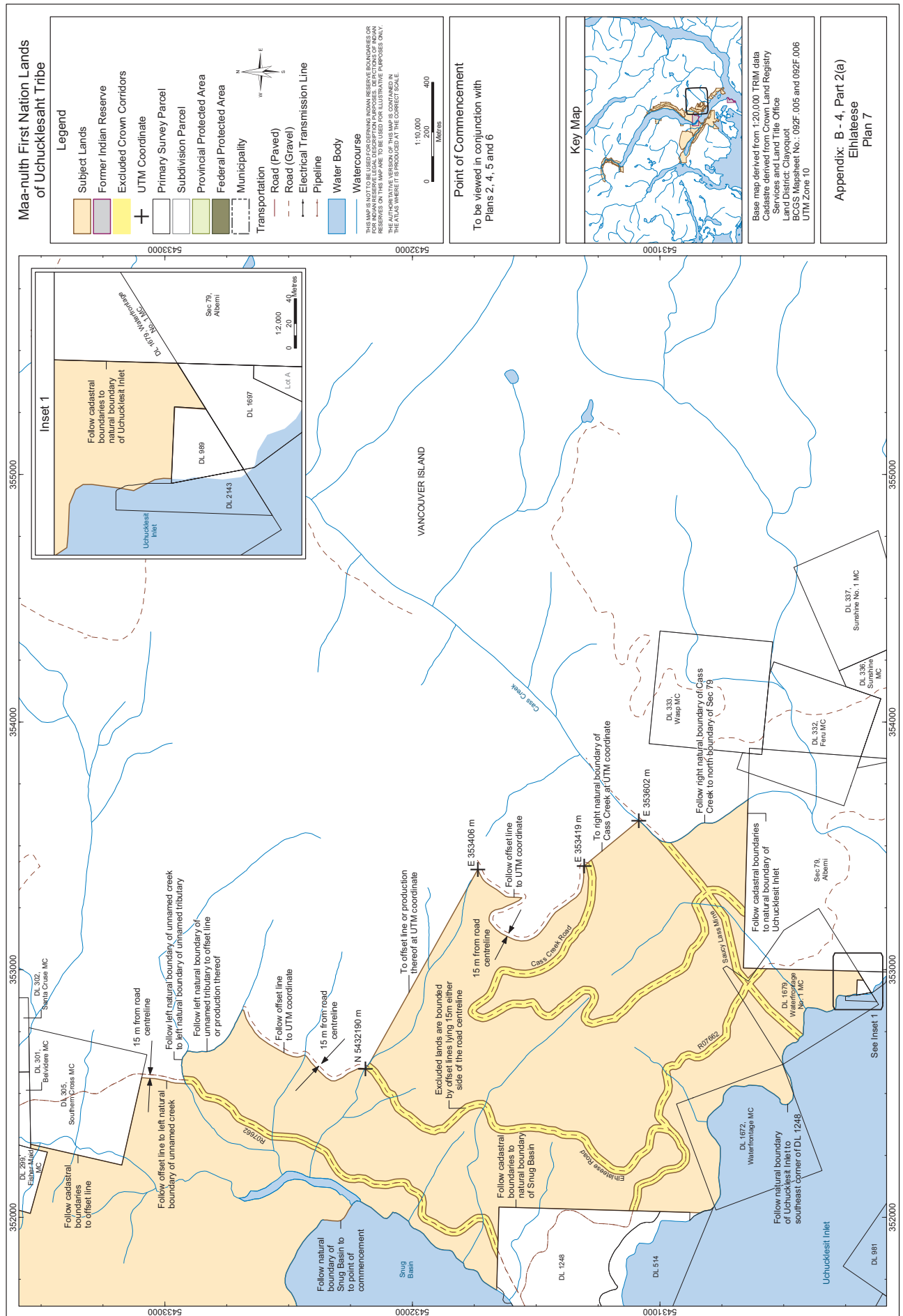


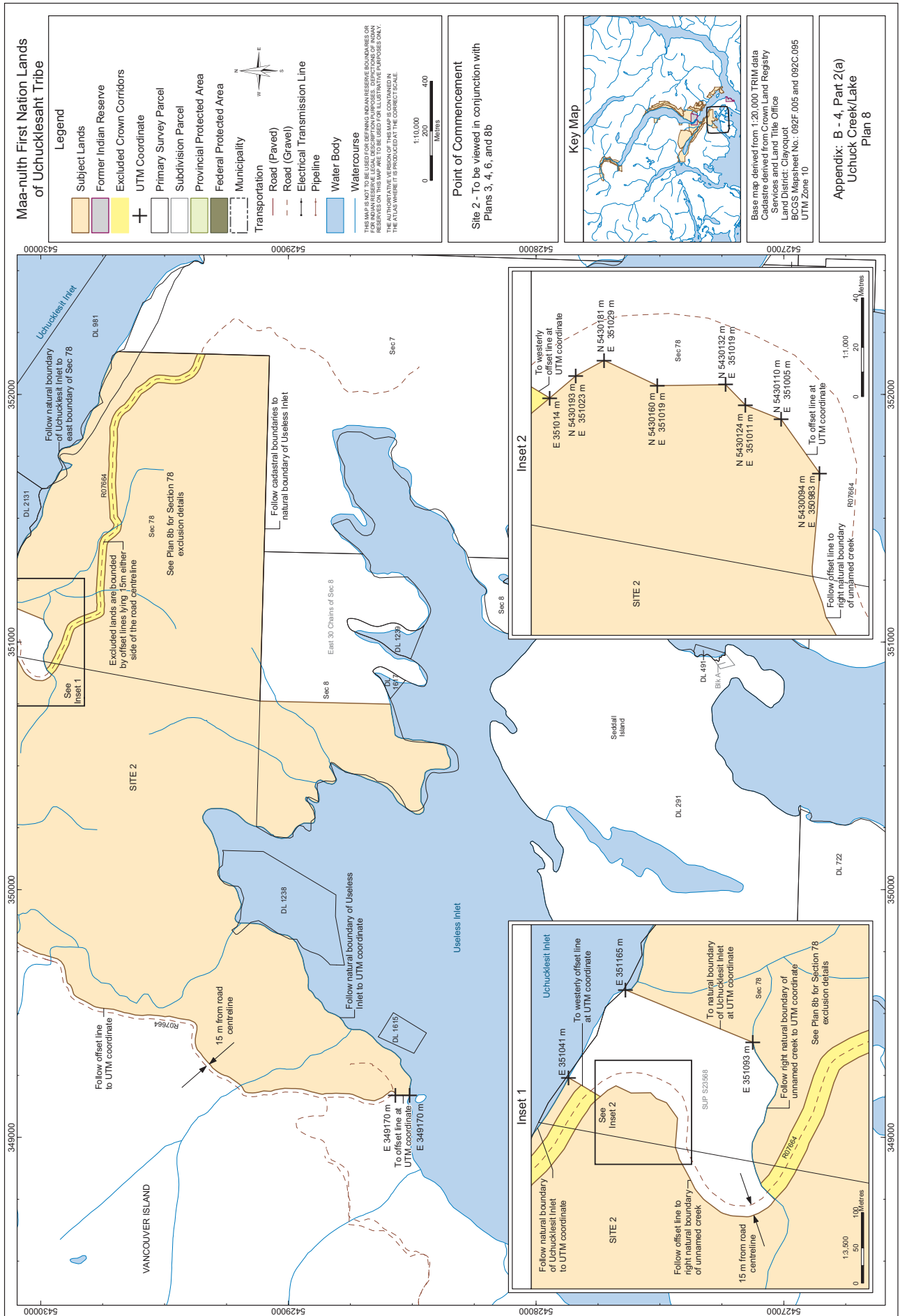












Maa-nulth First Nation Lands
of Uchucklesaht Tribe

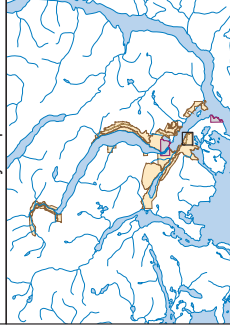
Legend
Excluded Lands



THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A LEGAL DOCUMENT. THE INFORMATION ON THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE AUTHOR ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE AUTHOR ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS.

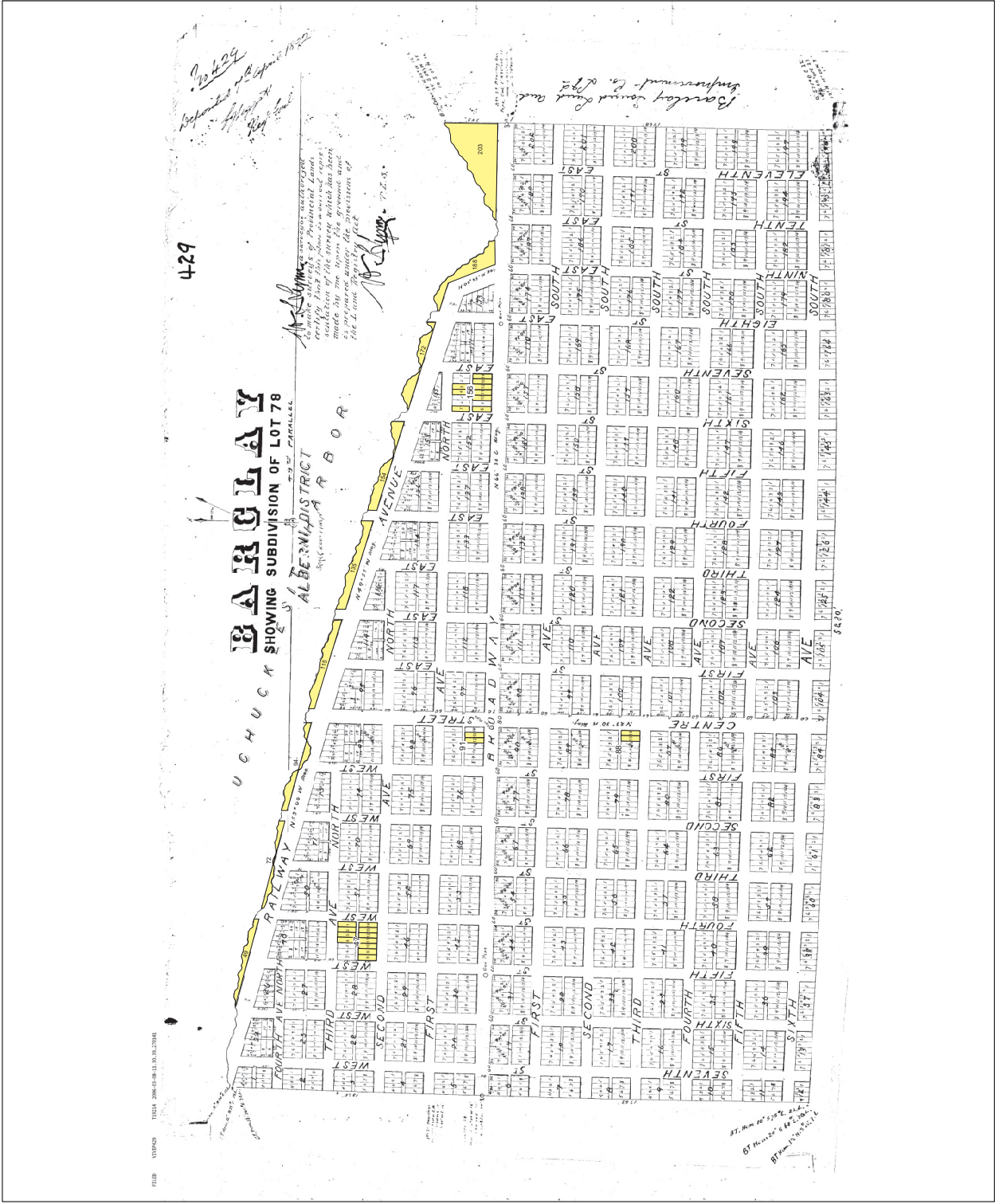
As referenced on Plan 6 and Plan 8

Key Map



Land District: Clayoquot
BCGS Mapsheet No.: 092F 005 and 092C 095

Appendix: B - 4, Part 2(a)
Section 78
Plan 8b

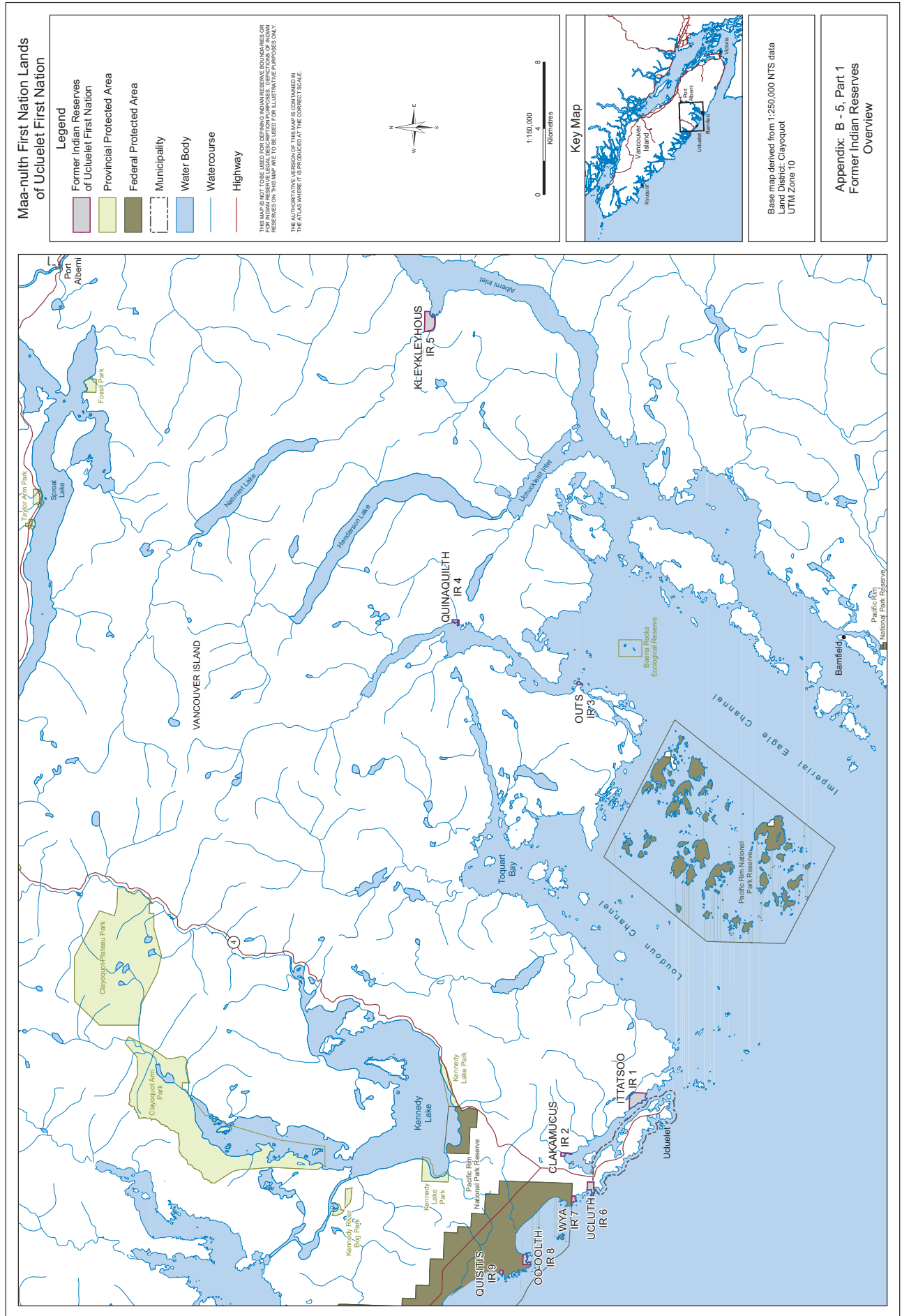


**APPENDIX B-4
MAA-NULTH FIRST NATION LANDS
OF UCHUCKLESAHT TRIBE**

**Part 3 ~ List of Maa-nulth First Nation Lands of Uchucklesaht Tribe to be Registered in
the Land Title Office**

General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-4, Part 2(a), Plan 7	Part of District Lot 1672, being Waterfrontage Mineral Claim, Clayoquot District	010-182-535
Appendix B-4, Part 2(a), Plan 9	Section 5, Barclay District, except part in Plan 350R	008-473-404
Appendix B-4, Part 2(a), Plan 9	District Lot 357, Clayoquot District, except Parcel A (DD157974-I)	010-309-829

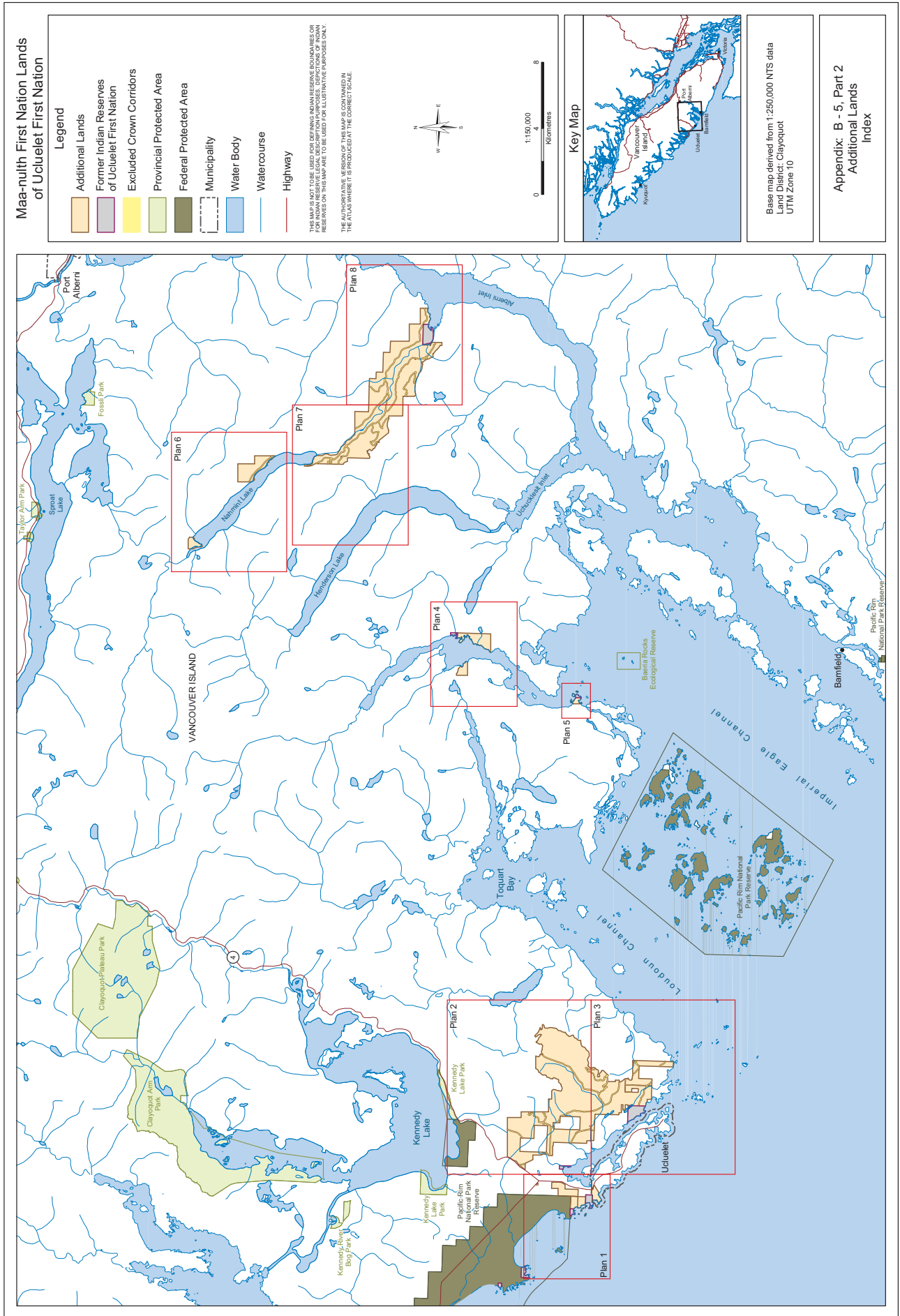
APPENDIX B-5
MAA-NULTH FIRST NATION
LANDS OF UCLUELET FIRST NATION

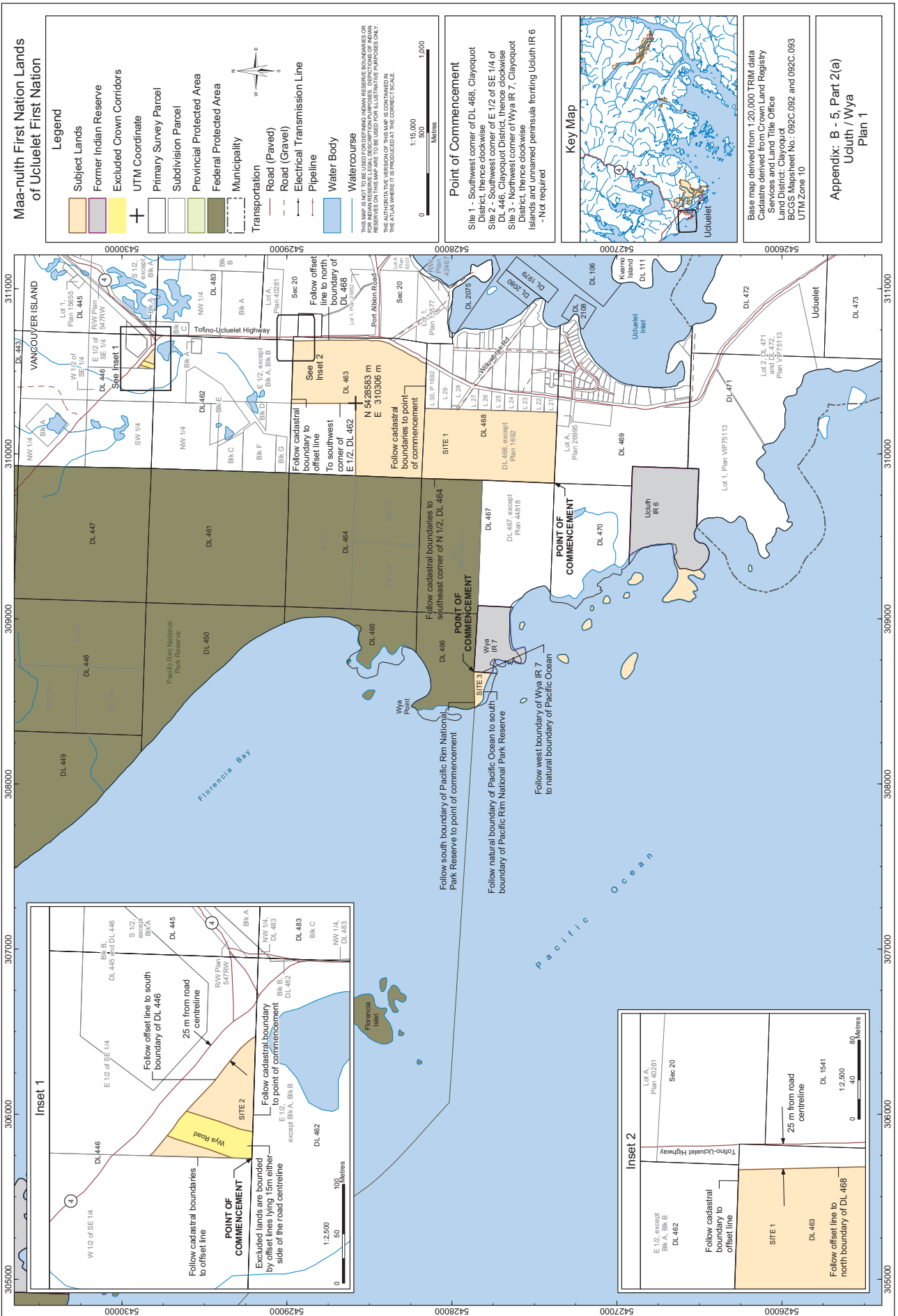


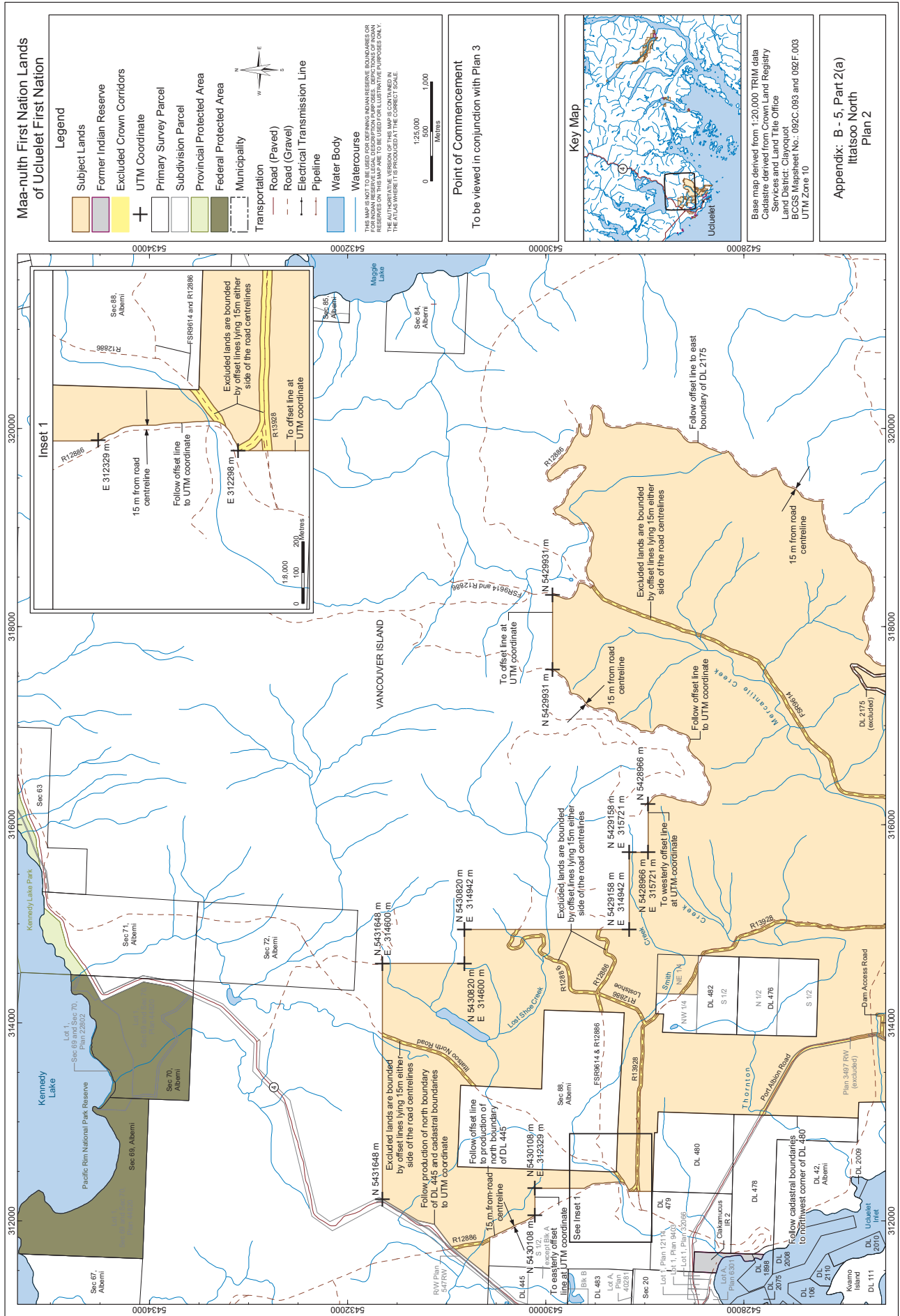
APPENDIX B-5, PART 1(A)
FORMER INDIAN RESERVES OF
UCLUELET FIRST NATION
LIST OF LEGAL DESCRIPTIONS

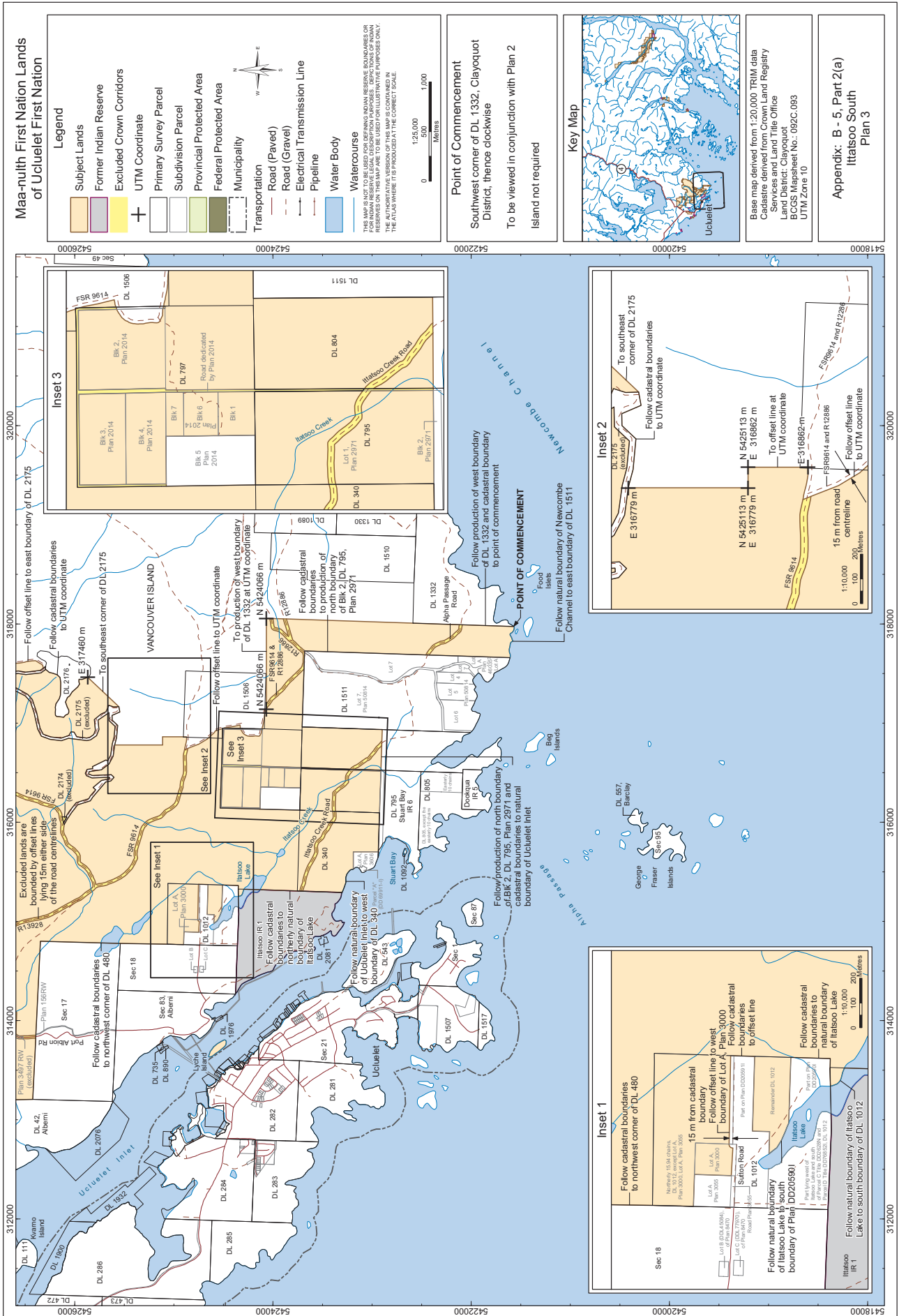
Indian Reserve Name	No.	Legal Description	
		District Lot No.	Plan ¹
Clakamucus	2	Not Applicable	BC36
Ittatsoo	1	Not Applicable	BC36
Kleykleyhous	5	Not Applicable	BC36
Oo-oolth	8	Not Applicable	BC174
Outs	3	Not Applicable	BC36
Quinaquilth	4	Not Applicable	BC36
Quisitis	9	Not Applicable	BC174
Ucluth	6	Not Applicable	BC174
Wya	7	Not Applicable	BC174

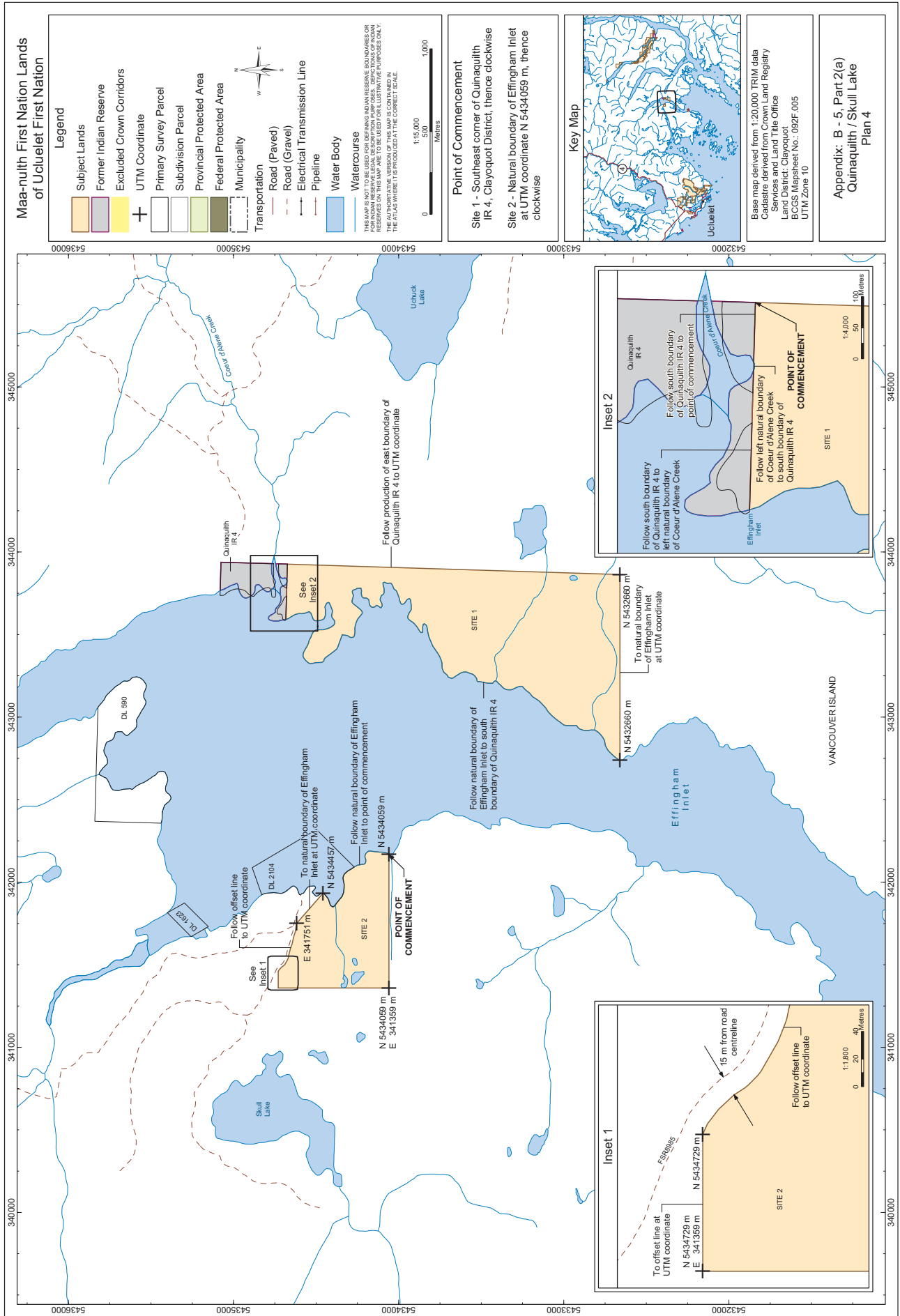
1. These are Canada Land Survey Records on deposit in Ottawa.

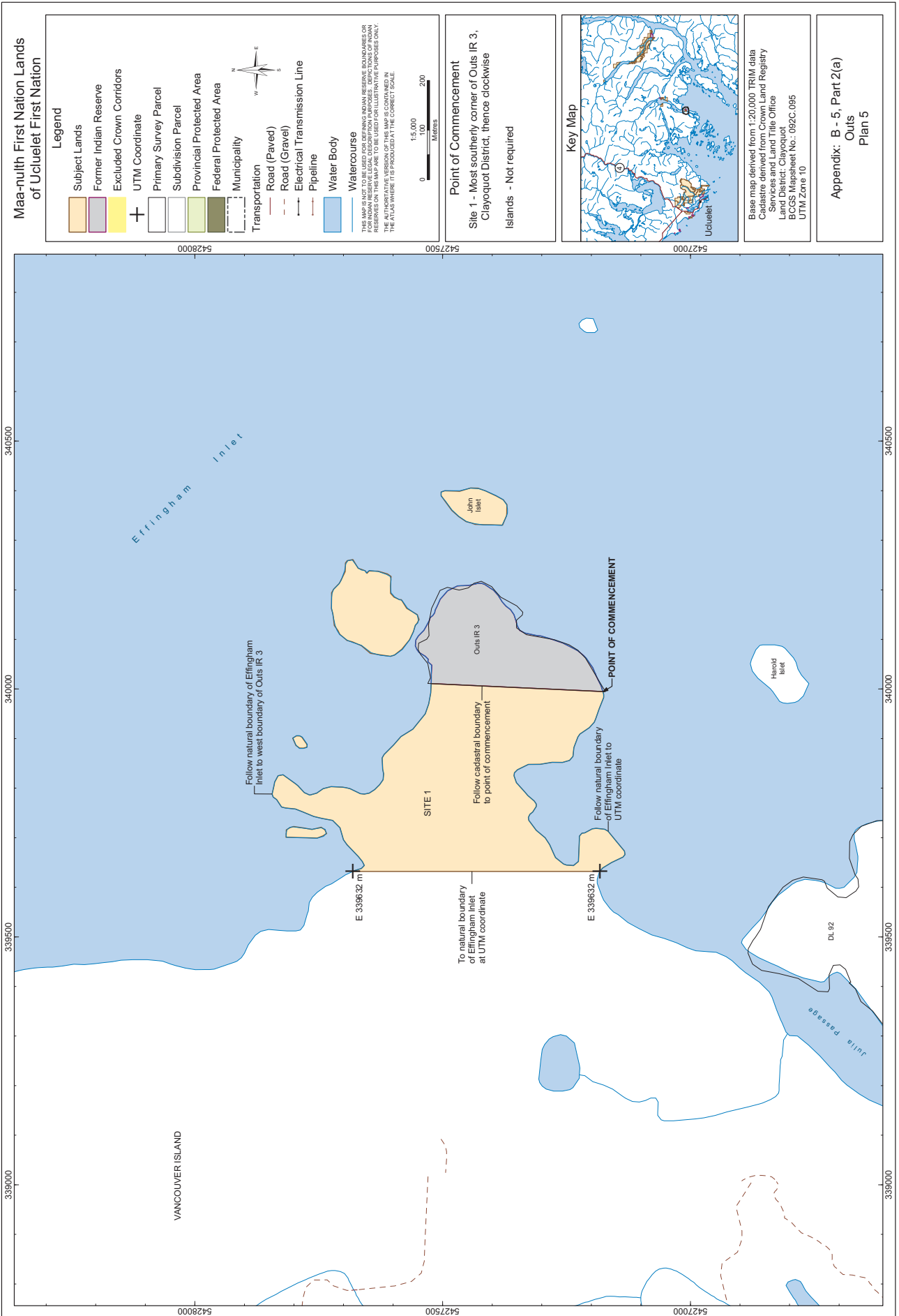


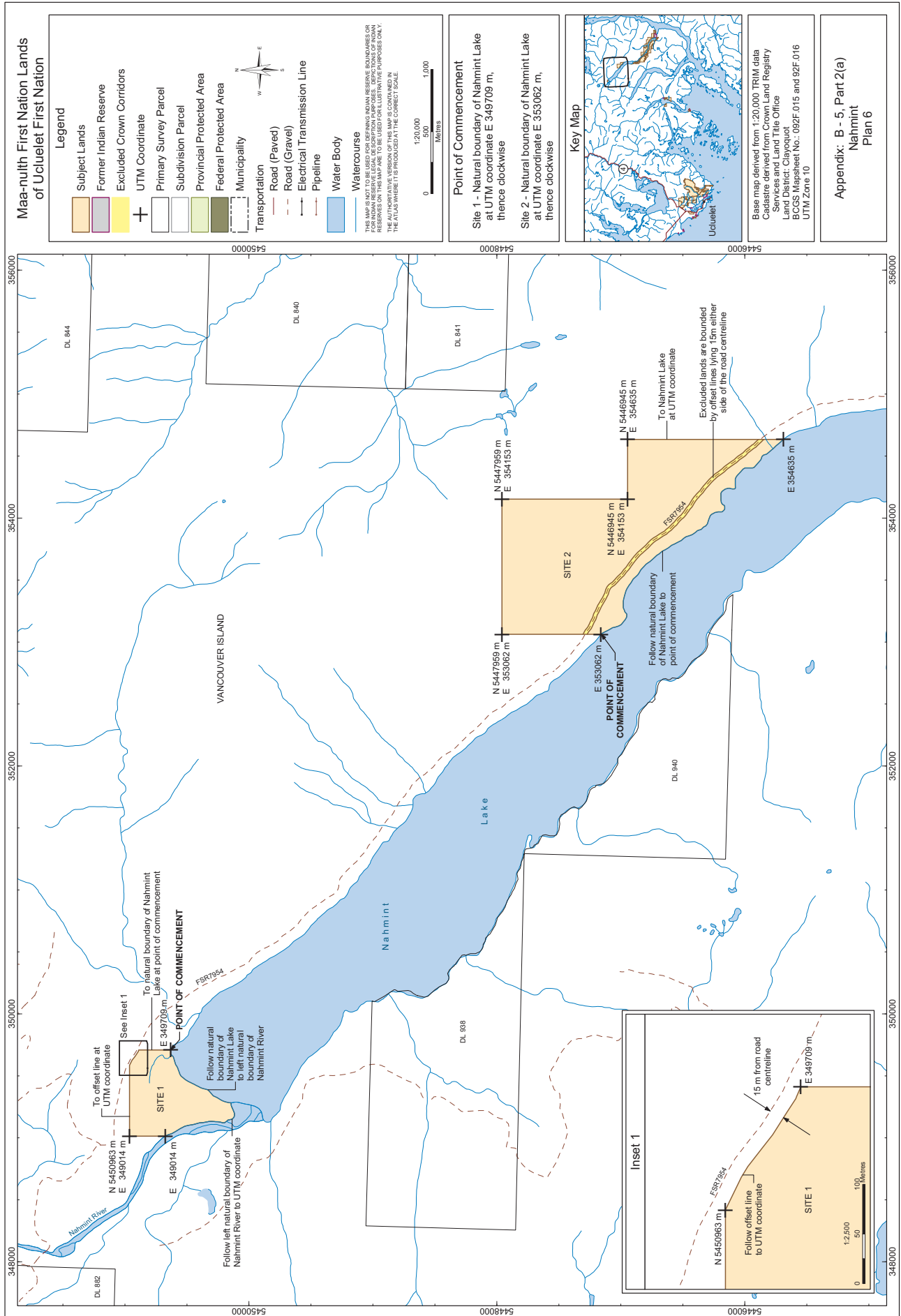


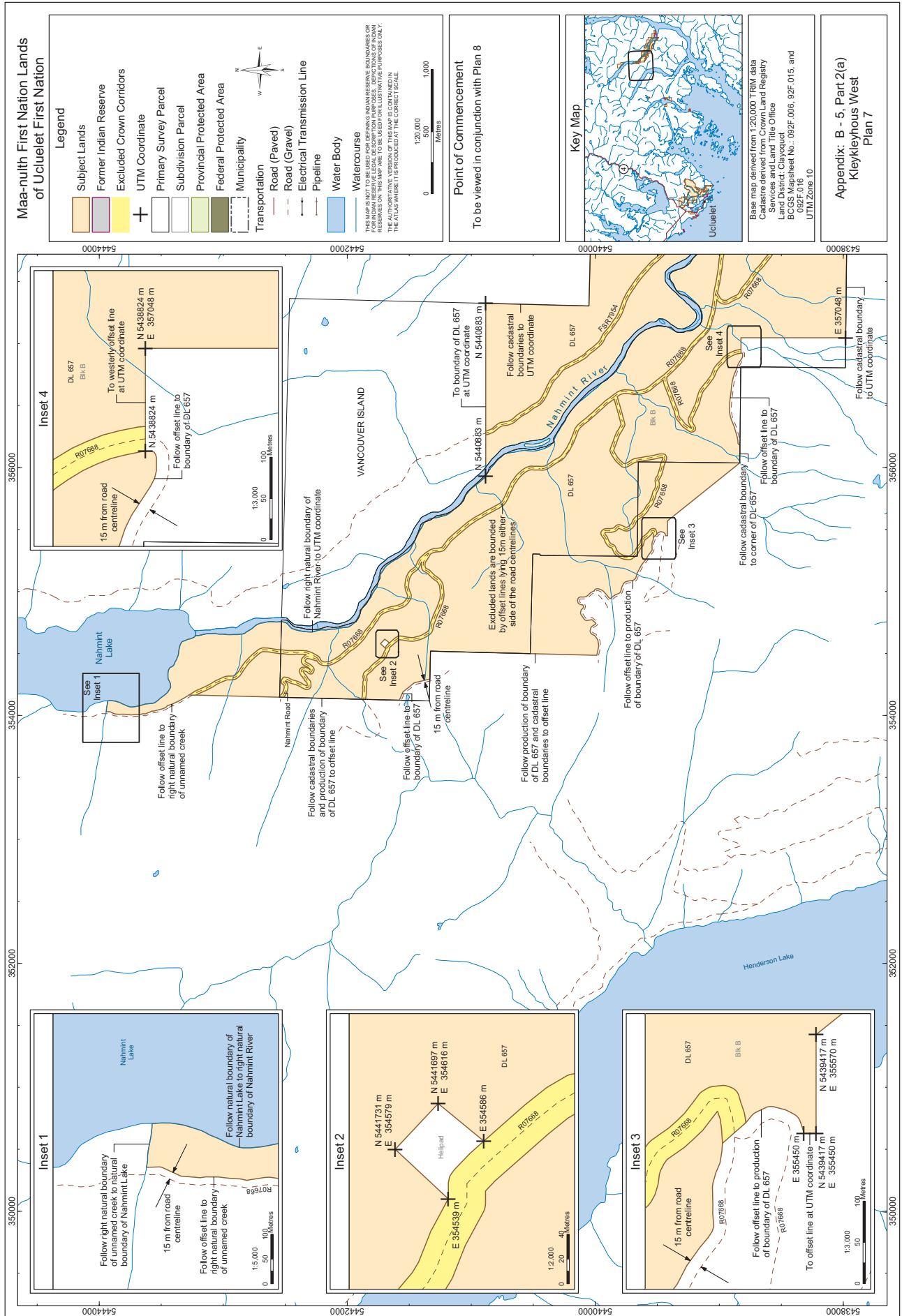


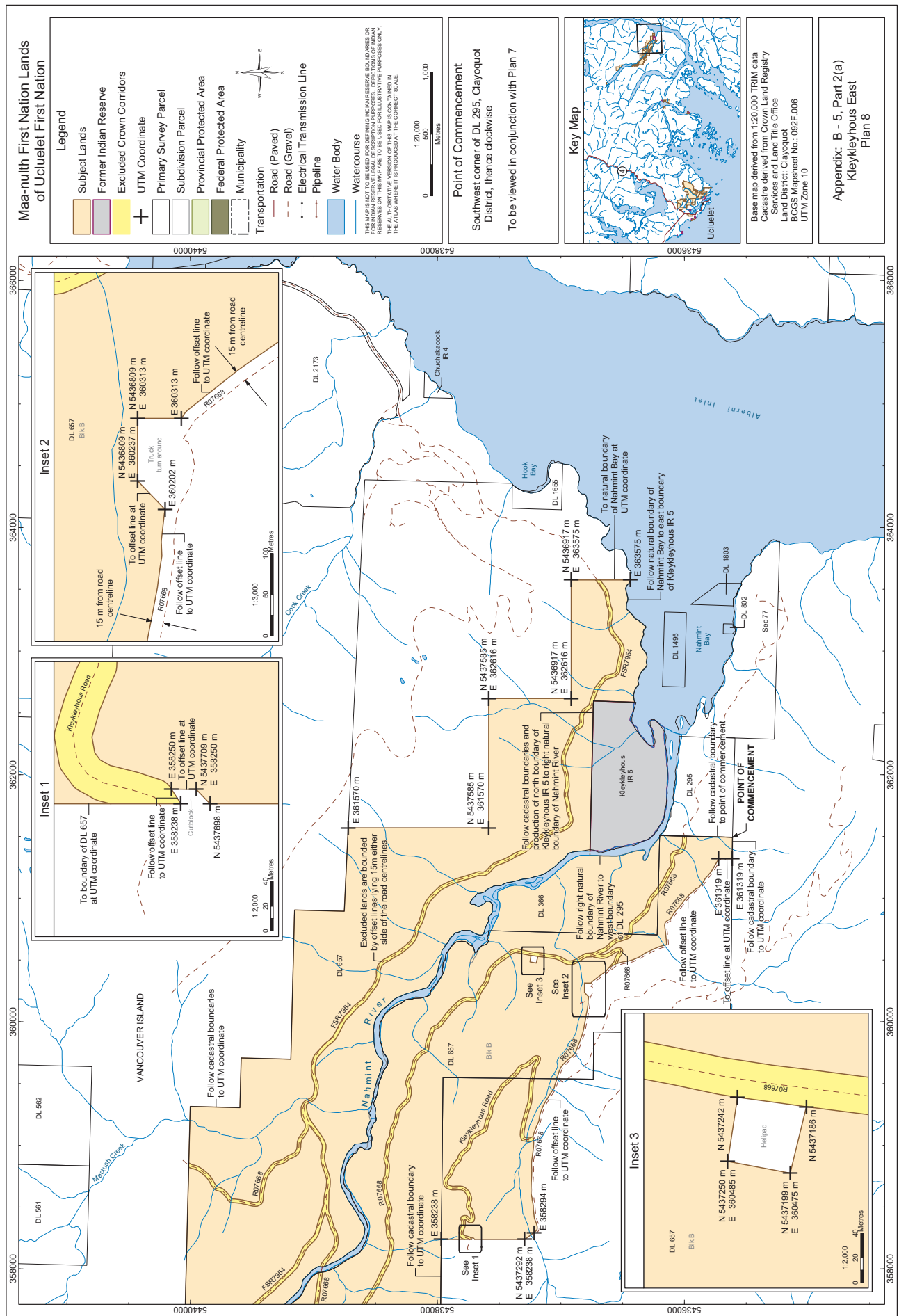


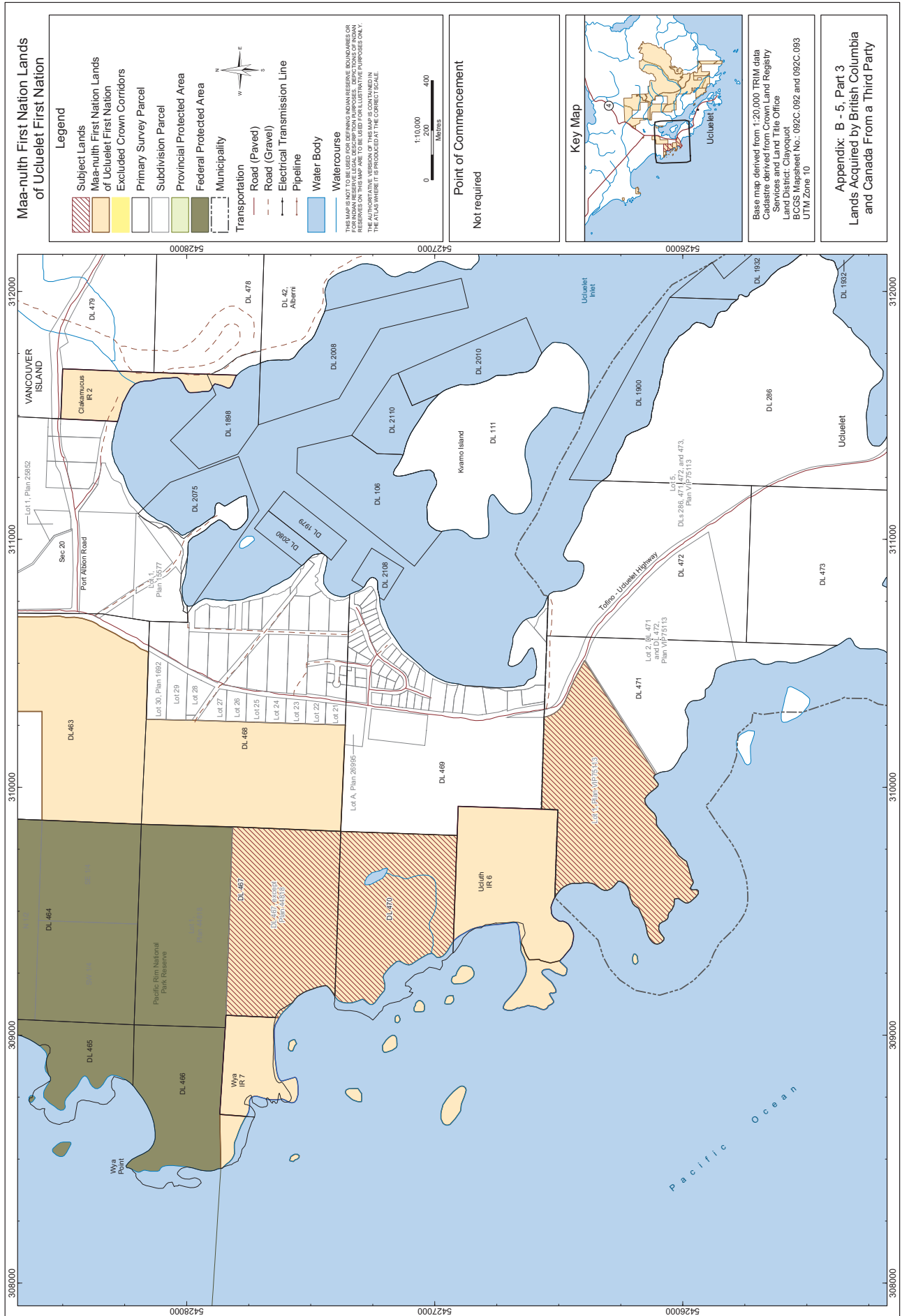












**APPENDIX B-5
MAA-NULTH FIRST NATION LANDS
OF UCLUELET FIRST NATION**

**Part 3 (a) ~ Legal Description of Lands Acquired by British Columbia and Canada From a
Third Party**

General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-5, Part 3	District Lot 467, Clayoquot District, except that part in Plan 44818	006-582-656
Appendix B-5, Part 3	District Lot 470, Clayoquot District	006-582-672
Appendix B-5, Part 3	Lot 1 of District Lot 471, Clayoquot District, Plan VIP75113	025-635-719

**APPENDIX B-5
MAA-NULTH FIRST NATION LANDS
OF UCLUELET FIRST NATION**

**Part 4 ~ List of Maa-nulth First Nation Lands of Ucluelet First Nation to be Registered in
the Land Title Office**

General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-5, Part 2(a), Plan 1	District Lot 468, Clayoquot District, except part in Plan 1692	010-310-070
Appendix B-5, Part 2(a), Plan 3	Lot A of District Lot 1012, Clayoquot District, Plan 3000	006-302-106
Appendix B-5, Part 2(a), Plan 3	District Lot 1012, Clayoquot District, except Parcel C (DD 2628N) and Parcel D (DD76852I), except parts coloured red on Plans DD 20590I and DD 20591I, except that part lying West of Itatsoo Lake and South of Parcel C (DD 2628N) and Parcel D (DD 76852I) and except part described on certificate of title 20593I	010-165-118

General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-5, Part 2(a), Plan 3	That part of District Lot 1012, Clayoquot District more particularly described as follows; commencing at the North Westerly corner of said District Lot 1012; thence South 32 minutes East along the Westerly boundary of said District Lot a distance of 17.44 chains to a post; thence East 6.318 chains to a post; thence North 1 chain; thence East 23.79 chains more or less to a post of the Easterly boundary of said District Lot; thence North 32 minutes East along the Easterly boundary of said District Lot 16.667 chains more or less; to the North Easterly corner of said District Lot; thence South 85 degrees, 19 minutes West along the Northerly boundary of said District Lot 1.82 chains more or less, to the South Easterly corner of District Lot; thence South 89 degrees, 49 minutes West along the North boundary of said District Lot 28.703 chains more or less to the Point of Commencement, shown in red on Plan DD 20593, except parts in Plans 3000 and 3055	010-165-690
Appendix B-5, Part 2(a), Plan 3	Block 1 of District Lot 797, Clayoquot District, Plan 2014	006-640-044
Appendix B-5, Part 2(a), Plan 3	Block 3 of District Lot 797, Clayoquot District, Plan 2014	006-640-079
Appendix B-5, Part 2(a), Plan 3	Block 4 of District Lot 797, Clayoquot District, Plan 2014	006-640-087
Appendix B-5, Part 2(a), Plan 3	Block 6 of District Lot 797, Clayoquot District, Plan 2014	006-640-109
Appendix B-5, Part 2(a), Plan 3	Block 7 of District Lot 797, Clayoquot District, Plan 2014	006-640-141

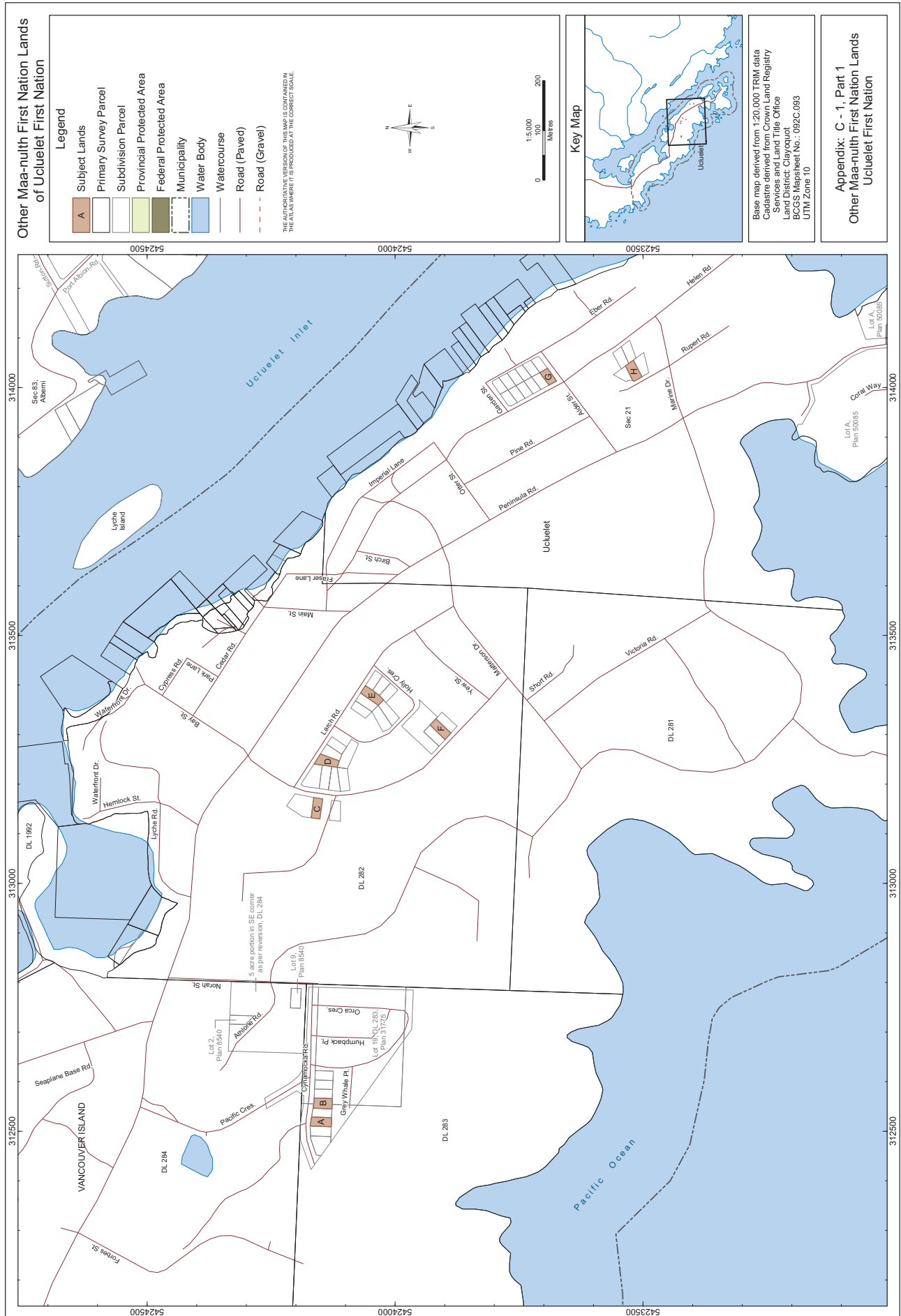
General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-5, Part 2(a), Plan 3	The Southeast part of District Lot 797, Clayoquot District, more particularly described as: commencing at the Southeast corner of said district lot; thence West a distance of 18 chains; thence North a distance of 20 chains; thence East 18 chains more or less to the East boundary of said district lot; thence South 2 minutes West along said East boundary of said district lot, a distance of 20 chains more or less, to the point of commencement; containing 36 acres, more or less	010-213-465
Appendix B-5, Part 2(a), Plan 3	Block 1 of District Lot 795, Clayoquot District, Plan 2971	006-208-916
Appendix B-5, Part 2(a), Plan 3	District Lot 340, Clayoquot District, except that part described as commencing at a point distant 16.277 chains East and 11.43 chains South from the Southwest corner of said District Lot said point being on high water mark, Ucluelet Arm; thence South 59 degrees, 50 minutes East, a distance of 1.493 chains to a point; thence South 30 degrees, 10 minutes West for a distance of 1.124 chains; thence South 59 degrees, 50 minutes East, for a distance of 1 chain thence South 30 degrees, 10 minutes West for a distance of 2.402 chains; thence North 59 degrees, 50 minutes West for a distance of 1 chain more or less, to a point being on high water mark Ucluelet Arm; thence in a Northerly direction along said high water mark to the Point of Commencement, said excepted part as shown coloured red on Plan DD 27780I except parts in Plan 3606	010-166-246
Appendix B-5, Part 2(a), Plan 8	District Lot 366, Clayoquot District	010-160-469
Appendix B-5, Part 3	District Lot 467, Clayoquot District, except that part in Plan 44818	006-582-656

General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-5, Part 3	District Lot 470, Clayoquot District	006-582-672
Appendix B-5, Part 3	Lot 1 of District Lot 471, Clayoquot District, Plan VIP75113	025-635-719

APPENDIX C

OTHER MAA-NULTH FIRST NATION LANDS

Appendix C-1	Other Maa-nulth First Nation Lands of Ucluelet First Nation
Part 1	Map Plan of Other Maa-nulth First Nation Lands of Ucluelet First Nation
Part 2	Legal Description of Other Maa-nulth First Nation Lands of Ucluelet First Nation
Part 3	Continuing Interest in Other Maa-nulth First Nation Lands of Ucluelet First Nation



**APPENDIX C-1, PART 2
LEGAL DESCRIPTION OF OTHER
MAA-NULTH FIRST NATION LANDS
OF UCLUELET FIRST NATION**

Lot Reference – Part 1	Legal Description	Land Title Parcel Identifier (PID)
A	Lot 6 of District Lot 283, Clayoquot District, Plan 31775	001-128-400
B	Lot 4 of District Lot 283, Clayoquot District, Plan 31775	001-128-396
C	Lot 3 of District Lot 282, Clayoquot District, Plan 26711	002-406-900
D	Lot 1 of District Lot 282, Clayoquot District, Plan 30931	001-197-622
E	Lot 31 of District Lot 282, Clayoquot District, Plan 30931	001-197-649
F	Lot 27 of District Lot 282, Clayoquot District, Plan 27909	002-243-245
G	Lot 11 of Block 1 of Section 21, Clayoquot District, Plan 9200	005-569-427
H	Lot 5 of Section 21, Clayoquot District, Plan 29455	001-382-411

APPENDIX C-1, PART 3
CONTINUING INTEREST ON OTHER
MAA-NULTH FIRST NATION LANDS
OF UCLUELET FIRST NATION

An agreement in respect of an encroachment in favour of the Minister of the Environment (Parks Canada) applied to Lot 11 of Block 1 of Section 21, Clayoquot District, Plan 9200, (PID 005-569-427) for an area of 33 square centimetres continues until the encroaching building is demolished.

APPENDIX D CROWN CORRIDORS

Appendix D-1	Crown Corridors Excluded from Maa-nulth First Nation Lands of Huu-ay-aht First Nations
Part 1	Crown Corridors
Appendix D-2	Crown Corridors Excluded from Maa-nulth First Nation Lands of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
Part 1	Crown Corridors
Part 2	Undeveloped Crown Corridors
Appendix D-3	Crown Corridors Excluded from Maa-nulth First Nation Lands of Toquaht Nation
Part 1	Crown Corridors
Part 2	Undeveloped Crown Corridors
Appendix D-4	Crown Corridors Excluded from Maa-nulth First Nation Lands of Uchucklesaht Tribe
Part 1	Crown Corridors
Part 2	Undeveloped Crown Corridors
Appendix D-5	Crown Corridors Excluded from Maa-nulth First Nation Lands of Ucluelet First Nation
Part 1	Crown Corridors
Part 2	Undeveloped Crown Corridors

APPENDIX D-1
CROWN CORRIDORS EXCLUDED FROM MAA-NULTH
FIRST NATION LANDS OF HUU-AY-AHT FIRST NATIONS

Part 1 ~ Crown Corridors

General Location	Road	Excluded Road Width (metres)
Appendix B-1, Part 2(a), Plan 3, 5, 10, 11, 12, 13	R07656	30
Appendix B-1, Part 2(a), Plan 4, 5, 7	R07658	30
Appendix B-1, Part 2(a), Plan 7	Sugsaw Road	30
Appendix B-1, Part 2(a), Plan 9	Carnation Creek Road	30
Appendix B-1, Part 2(a), Plan 9	Numukamis Road	30
Appendix B-1, Part 2(a), Plan 9, 10, 12	R07657	30
Appendix B-1, Part 2(a), Plan 9, 12	Sarita Road	30
Appendix B-1, Part 2(a), Plan 10, 11, 12, 13	R07656 (Bamfield C)	40
Appendix B-1, Part 2(a), Plan 12	R07656 (Bamfield B)	40
Appendix B-1, Part 2(a), Plan 12	Blenheim Main	30

APPENDIX D-2
CROWN CORRIDORS EXCLUDED FROM MAA-NULTH
FIRST NATION LANDS OF
KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST NATIONS

General Location	Road	Excluded Road Width (metres)
Appendix B-2, Part 2(a), Plan 3	Izard Point Road	30
Appendix B-2, Part 2(a), Plan 5	Malksope Inlet Road South	30
Appendix B-2, Part 2(a), Plan 5	Checleset Bay Road	30
Appendix B-2, Part 2(a), Plan 5	Mount Paxton Road North	30
Appendix B-2, Part 2(a), Plan 5	Malksope Inlet Road South	30
Appendix B-2, Part 2(a), Plan 5	Mount Paxton Road South	30
Appendix B-2, Part 2(a), Plan 7, 8	Ououkinsh River Road	30
Appendix B-2, Part 2(a), Plan 7	Ououkinsh Road	30
Appendix B-2, Part 2(a), Plan 7	Bridge Road	30
Appendix B-2, Part 2(a), Plan 8, 10, 11, 12	FSR9077	30
Appendix B-2, Part 2(a), Plan 9	FSR9040	30
Appendix B-2, Part 2(a), Plan 10	R03531	30
Appendix B-2, Part 2(a), Plan 11	Kayouk North Road	30
Appendix B-2, Part 2(a), Plan 13	R06627	30
Appendix B-2, Part 2(a), Plan 13	Kaowinch Road	30
Appendix B-2, Part 2(a), Plan 14	R01659	30
Appendix B-2, Part 2(a), Plan 14	Clanninick Cove Road	30
Appendix B-2, Part 2(a), Plan 15	R03531 R/W Plan VIP76620	As surveyed
Appendix B-2, Part 2(a), Plan 17	Union Road	30
Appendix B-2, Part 2(a), Plan 17	Union Loop Road	30
Appendix B-2, Part 2(a), Plan 20	R00442	30
Appendix B-2, Part 2(a), Plan 20	R01710	30
Appendix B-2, Part 2(a), Plan 20	FSR7879	30
Appendix B-2, Part 2(a), Plan 20	Artlish Road	30

General Location	Road	Excluded Road Width (metres)
Appendix B-2, Part 2(a), Plan 22	FSR7994	Varying widths (up to 45)
Appendix B-2, Part 2(a), Plan 22	FSR9078	30
Appendix B-2, Part 2(a), Plan 22	Kaouk Road	30

Part 2 ~ Undeveloped Crown Corridors

General Location	Road	Excluded Road Width (metres)
Appendix B-2, Part 2(a), Plan 10	R03531 Sec M2110	30
Appendix B-2, Part 2(a), Plan 12	Kayouk South Road	30
Appendix B-2, Part 2(a), Plan 14	Saint Paul's Dome Creek Road	30

APPENDIX D-3
CROWN CORRIDORS EXCLUDED FROM MAA-NULTH
FIRST NATION LANDS OF TOQUAHT NATION

Part 1 ~ Crown Corridors

General Location	Road	Excluded Road Width (metres)
Appendix B-3, Part 2(a), Plan 1	Road dedicated by Plan 2971	As surveyed
Appendix B-3, Part 2(a), Plan 2	Redford Creek Road	30
Appendix B-3, Part 2(a), Plan 2	Draw Creek Road	30
Appendix B-3, Part 2(a), Plan 2, 7, 9	R12886	30
Appendix B-3, Part 2(a), Plan 2, 4, 7, 9	FSR9614	30
Appendix B-3, Part 2(a), Plan 3, 4	FSR7991	30
Appendix B-3, Part 2(a), Plan 4	R07671	30
Appendix B-3, Part 2(a), Plan 4	R07691	30

Part 2 ~ Undeveloped Crown Corridors

General Location	Road	Excluded Road Width (metres)
Appendix B-3, Part 2(a), Plan 9	Chenatha Road	30
Appendix B-3, Part 2(a), Plan 1	Ittatsoo Creek Road	30

APPENDIX D-4
CROWN CORRIDORS EXCLUDED FROM MAA-NULTH
FIRST NATION LANDS OF UCHUCKLESAHT TRIBE

Part 1 ~ Crown Corridors

General Location	Road	Excluded Road Width (metres)
Appendix B-4, Part 2(a), Plan 1, 2, 4, 5, 7, 9	R07662	30
Appendix B-4, Part 2(a), Plan 1	Heli Road	30
Appendix B-4, Part 2(a), Plan 1	Side Channel Road	30
Appendix B-4, Part 2(a), Plan 3, 6, 8	R07664	30
Appendix B-4, Part 2(a), Plan 6	Uchuck Lake Road	30
Appendix B-4, Part 2(a), Plan 7	Elhlateese Road	30
Appendix B-4, Part 2(a), Plan 7	Cass Creek Road	30

Part 2 ~ Undeveloped Crown Corridors

General Location	Road	Excluded Road Width (metres)
Appendix B-4, Part 2(a), Plan 7	Saucy Lass Mine Road	30

APPENDIX D-5
CROWN CORRIDORS EXCLUDED FROM MAA-NULTH
FIRST NATION LANDS OF UCLUELET FIRST NATION

Part 1 ~ Crown Corridors

General Location	Road	Excluded Road Width (metres)
Appendix B-5, Part 2(a), Plan 1	Wya Road	30
Appendix B-5, Part 2(a), Plan 2	Ittatsoo Road North	30
Appendix B-5, Part 2(a), Plan 2, 3	Port Albion Road Plan 3497RW & 156RW	As surveyed
Appendix B-5, Part 2(a), Plan 2, 3	Dam Access Road	30
Appendix B-5, Part 2(a), Plan 2, 3	R12886	30
Appendix B-5, Part 2(a), Plan 2, 3	R13928	30
Appendix B-5, Part 2(a), Plan 2, 3	FSR9614	30
Appendix B-5, Part 2(a), Plan 3	Road dedicated by Plan 2014	As surveyed
Appendix B-5, Part 2(a), Plan 3	Alpha Passage Road	30
Appendix B-5, Part 2(a), Plan 6, 7, 8	FSR7954	30
Appendix B-5, Part 2(a), Plan 7	Nahmint Road	30
Appendix B-5, Part 2(a), Plan 7, 8	R07668	30
Appendix B-5, Part 2(a), Plan 8	Kleykleyhous Road	30

Part 2 ~ Undeveloped Crown Corridors

General Location	Road	Excluded Road Width (metres)
Appendix B-5, Part 2(a), Plan 3	R12886 (Lost Shoe)	30
Appendix B-5, Part 2(a), Plan 3	Ittatsoo Creek Road	30

APPENDIX E

INTERESTS ON MAA-NULTH FIRST NATION LANDS

REPLACEMENT INTERESTS

Appendix E-1	Interests on Maa-nulth First Nation Lands of Huu-ay-aht First Nations
Part 1	Existing Interests Being Replaced
Part 2	Public Utility Distribution and Waterline Works
Part 3	Private Road Easements
Appendix E-2	Interests on Maa-nulth First Nation Lands of Ka:'yu:'k't'h' / Che:k'tles7et'h' First Nations
Part 1	Existing Interests Being Replaced
Part 2	Public or Private Utility Distribution Works
Appendix E-3	Interests on Maa-nulth First Nation Lands of Toquaht Nation
Part 1	Existing Interests Being Replaced
Part 2	Public Utility Transmission and Distribution Works
Part 3	Private Road Easements
Appendix E-4	Interests on Maa-nulth First Nation Lands of Uchucklesaht Tribe
Part 1	Existing Interests Being Replaced
Part 2	Private Road Easements
Appendix E-5	Interests on Maa-nulth First Nation Lands of Ucluelet First Nation
Part 1	Existing Interests Being Replaced
Part 2	Public Utility Transmission, Distribution and Waterline Works
Part 3	Private Road Easements
Appendix E-6	Applicable forms of documents for replacement Interests in Part 1 of Appendix E-1 through E-5
	1. Licence of Occupation
	2. Licence of Occupation for Federal Interest
	3. Grant of Private Road Easement
	4. Lease Agreement for Commercial Operation
	5. Licence of Occupation for Trapline Cabin
	6. Right of Way for the Willowbrae Trail
	7. Access and Utilities Right of Way

INTERESTS ON FORMER INDIAN RESERVES

Appendix E-7	Interests on Former Indian Reserves on Maa-nulth First Nation Lands of Huu-ay-aht First Nations
Part 1	Certificate of Possession
Part 2	Public Utility Distribution and Waterline Works
Part 3	Other Interests
Appendix E-8	Interests on Former Indian Reserves on Maa-nulth First Nation Lands of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
Part 1	Public or Private Utility Distribution Works
Appendix E-9	Interests on Former Indian Reserves on Maa-nulth First Nation Lands of Ucluelet First Nation
Part 1	Certificate of Possession
Part 2	Public Utility Distribution Works
Appendix E-10	Applicable forms of documents for Various Interests
Part 1	Applicable forms of documents for Other Interests listed in Part 3 of Appendix E-7
	1. Conservation Covenant
	2. Right of Way for the West Coast Trail
Part 2	Applicable forms of documents for Public or Private Utility Transmission, Distribution and Waterline Works listed in Part 2 of Appendix E-1, E-2, E-3 and E-5, Part 2 of E-7, Part 1 of E-8 and Part 2 of E-9
	1. Distribution Right of Way (BC Hydro and Telus)
	2. Right of Way for Waterline
	3. Right of Way for Private Utility Distribution Line
Part 3	Applicable forms of documents for potential future Public Utility Transmission and Distribution Works
	1. Distribution Right of Way – Uchucklesaht Tribe (BC Hydro)
	2. Transmission Right of Way – Toquaht Nation (BC Hydro)
	3. Transmission Right of Way – Ucluelet First Nation (BC Hydro)

INTERESTS TO CONTINUE UNDER EXISTING TERMS AND CONDITIONS

Appendix E-11	Interests to Continue Under Existing Terms and Conditions on Maa-nulth First Nation Lands of Huu-ay-aht First Nations
Part 1	Traplines
Part 2	Guide Outfitters
Part 3	Water Rights

Appendix E-12	Interests to Continue Under Existing Terms and Conditions on Maa-nulth First Nation Lands of Ka:'yu:'k't'h'/ Che:k'tles7et'h' First Nations
Part 1	Traplines
Part 2	Guide Outfitters
Part 3	Water Rights
Part 4	Subsurface Tenures
Part 5	Park Use Permits
Appendix E-13	Interests to Continue Under Existing Terms and Conditions on Maa-nulth First Nation Lands of Toquaht Nation
Part 1	Traplines
Part 2	Guide Outfitters
Part 3	Subsurface Tenures
Part 4	Continuing Interests Registered in the Land Title Office
Appendix E-14	Interests to Continue Under Existing Terms and Conditions on Maa-nulth First Nation Lands of Uchucklesaht Tribe
Part 1	Traplines
Part 2	Guide Outfitters
Part 3	Water Rights
Appendix E-15	Interests to Continue Under Existing Terms and Conditions on Maa-nulth First Nation Lands of Ucluelet First Nation
Part 1	Traplines
Part 2	Guide Outfitters
Part 3	Water Rights
Part 4	Subsurface Tenures
Part 5	Continuing Interests Registered in the Land Title Office
EXISTING FORESHORE INTERESTS REQUIRING UPLAND OWNER CONSENT	
Appendix E-16	Existing Foreshore Interests Requiring Upland Owner Consent by Huu-ay-aht First Nations
Appendix E-17	Existing Foreshore Interests Requiring Upland Owner Consent by Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
Appendix E-18	Existing Foreshore Interests Requiring Upland Owner Consent by Toquaht Nation

- Appendix E-19** **Existing Foreshore Interests Requiring Upland Owner Consent
by Uchucklesaht Tribe**
- Appendix E-20** **Existing Foreshore Interests Requiring Upland Owner Consent
by Ucluelet First Nation**
- Appendix E-21** **Applicable form of document for Upland Consent listed in E-16
through E-20**

**APPENDIX E-1 to E-5
REPLACEMENT INTERESTS ON
MAA-NULTH FIRST NATION LANDS**

APPENDIX E-1
INTERESTS ON MAA-NULTH FIRST NATION
LANDS OF HUU-AY-AHT FIRST NATIONS

Part 1 ~ Existing Interests Being Replaced

General Location	Interest Holder	Facility	Interest Being Replaced	Huu-ay-aht First Nations Replacement Tenure Document
Appendix B-1, Part 2(a), Plan 4	Canadian Benthic Limited (Inc # 0139737)	Wind generator and aquaculture	Provincial Licence of Occupation No. 112470	Licence of Occupation [for Power Generation and Aquaculture Purposes]
Appendix B-1, Part 2, Plan 1	Her Majesty the Queen in Right of Canada, as Represented by the Minister of Fisheries and Oceans	Marine navigation light (Wizard Islet)	Occupied without a tenure document and identified as No.17908 in Directory of Federal Real Property	Licence of Occupation for Federal Interest [for Marine Navigation Light]
Appendix B-1, Part 2(a), Plan 9	Her Majesty the Queen in Right of Canada, as Represented by the Minister of the Environment	Hydrometric station	Provincial Reserve No. 881023	Licence of Occupation for Federal Interest [for Hydrometric Station]

Part 2 ~ Public Utility Distribution and Waterline Works

General Location	Interest Holder	Facility	Interest Being Replaced	Huu-ay-aht First Nations Replacement Tenure Document
Appendix B-1, Part 2(a), Plan 6	BC Hydro Telus	Joint electric power distribution and telecommunication lines	Provincial Right of Way No. 2195	Distribution Right of Way (BC Hydro and Telus)
Appendix B-1, Part 2(a), Plans 3, 4, 5, 6, 7, 10, 11, 12 and 13	BC Hydro Telus	Electric power distribution and telecommunication lines	Provincial Licence of Occupation No.109925	Distribution Right of Way (BC Hydro and Telus)
Appendix B-1, Part 2(a), Plan 4 and 6	Alberni-Clayoquot Regional District	Water pipeline and works	Provincial Right of Way No. 102662	Right of Way for Waterline

Part 3 ~ Private Road Easements

General Location	Interest Holder	Road Description	Huu-ay-aht First Nations Replacement Tenure Document
Identified for illustrative purposes as a road (gravel) on Appendix B-1, Part 2(a), Plan 9	Registered Owner of District Lot 45, Barclay District	Point of termination at the intersection with Carnation Creek Road	Grant of Private Road Easement

APPENDIX E-2
INTERESTS ON MAA-NULTH FIRST NATION
LANDS OF KA:'YU:'K'T'H'/CHE:K'TLES7ET'H'
FIRST NATIONS

Part 1 ~ Existing Interests Being Replaced

General Location	Interest Holder	Facility	Interest Being Replaced	Ka:'yu:'k't'h'/ Che:k'tles7et'h' First Nations Replacement Tenure Document
Appendix B-2, Part 2(a), Plan 22	V.M.K. Enterprises Ltd. (Inc. No. BC0560052)	Store, campsite, and marina office	Provincial Lease No. 111798	Lease Agreement for Commercial Operation
Appendix B-2, Part 2(a), Plan 17	Her Majesty the Queen in Right of Canada, as Represented by the Minister of Fisheries and Oceans	Marine navigation light (Amos Island)	Provincial Order in Council 617/ 1927 and identified as No,18121 in Directory of Federal Real Property	Licence of Occupation for Federal Interest [for Marine Navigation Light]
Appendix B-2, Part 2(a), Plan 16	Her Majesty the Queen in Right of Canada, as Represented by the Minister of Fisheries and Oceans	Marine navigation light (Gayward Rock)	Occupied without a tenure document and identified as No.18096 in Directory of Federal Real Property	Licence of Occupation for Federal Interest [for Marine Navigation Light]
Appendix B-2, Part 2(a), Plan 16	Her Majesty the Queen in Right of Canada, as Represented by the Minister of Fisheries and Oceans	Marine navigation light (Lookout Island)	Provincial Order in Council 144/ 1907 and identified as No. 18087 in Directory of Federal Real Property	Licence of Occupation for Federal Interest [for Marine Navigation Light]

Part 2 ~ Public or Private Utility Distribution Works

General Location	Interest Holder	Facility	Interest Being Replaced	Ka:'yu:'k't'h'/ Che:k'tles7et'h' First Nations Replacement Tenure Document
Appendix B-2, Part 2(a), Plan 22	Kyuquot Power Ltd. (Inc. No. BC0638180)	Electric power distribution lines	Occupied without a tenure document	Right of Way for Private Utility Distribution Line

APPENDIX E-3
INTERESTS ON MAA-NULTH FIRST NATION
LANDS OF TOQUAHT NATION

Part 1 ~ Existing Interests Being Replaced

General Location	Interest Holder	Facility	Interest Being Replaced	Toquaht Nation Replacement Tenure Document
Appendix B-3, Part 2(a), Plan 4	Worleyparsons Canada Ltd. (Inc. No. A0068539)	Groundwater investigation site	Provincial Licence No.112790	Licence of Occupation [for Groundwater Investigation and Monitoring Purposes]
Appendix B-3, Part 2(a), Plan 9	Alberni-Clayoquot Regional District	Community septic field	Provincial Licence No.111804	Licence of Occupation [for Community Septic Field]
Appendix B-3, Part 2(a), Plan 9	Her Majesty the Queen in Right of Canada, as Represented by the Minister of Fisheries and Oceans	Marine navigation light (Forbes Island)	Occupied without a tenure document and identified as No. 17824 in Directory of Federal Real Property	Licence of Occupation for Federal Interest [for Marine Navigation Light]

Part 2 ~ Public Utility Transmission and Distribution Works

General Location	Interest Holder	Facility	Interest Being Replaced	Toquaht Nation Replacement Tenure Document
Appendix B-3, Part 2(a), Plans 4, 7 and 9	BC Hydro Telus	Future joint electric power distribution and telecommunication lines	Tenures under application	Distribution Right of Way (BC Hydro and Telus)

Part 3 ~ Private Road Easements

General Location	Interest Holder	Road Description	Toquaht Nation Replacement Tenure Document
Identified for illustrative purposes as a road (gravel) on Appendix B-3, Part 2(a), Plan 7	Registered Owner of Section 90, Alberni District (situated in Clayoquot District), except part in Plan VIP75648	Point of termination is the intersection with FSR 9614	Grant of Private Road Easement
Identified for illustrative purposes as a road (gravel) on Appendix B-3, Part 2(a), Plan 9	Registered Owner of Section 49, Clayoquot District, Plan 510 (subdivided)	Point of termination is the intersection with FSR 9614 and R12886	Grant of Private Road Easement
Identified for illustrative purposes as a road (gravel) on Appendix B-3, Part 2(a), Plan 9	Registered Owner of Section 49, Clayoquot District, Plan 510 (subdivided)	Part of R12886. Point of termination is the intersection with FSR 9614	Grant of Private Road Easement

APPENDIX E-4
INTERESTS ON MAA-NULTH FIRST NATION
LANDS OF UCHUCKLESAHT TRIBE

Part 1 ~ Existing Interests Being Replaced

General Location	Interest Holder	Facility	Interest Being Replaced	Uchucklesaht Tribe Replacement Tenure Document
Appendix B-4, Part 2(a), Plan 8	Her Majesty the Queen in Right of British Columbia, as Represented by the Minister of Environment	Commercial trapline cabin	Notation of Interest No. 871019	Licence of Occupation for Trapline Cabin
Appendix B-4, Part 2(a), Plan 9	Her Majesty the Queen in Right of Canada, as Represented by the Minister of Fisheries and Oceans	Marine navigation light (Limestone Islet)	Occupied without a tenure document and identified as 17858 in Directory of Federal Real Property	Licence of Occupation for Federal Interest [for Marine Navigation Light]

Part 2 ~ Private Road Easements

General Location	Interest Holder	Road Description	Uchucklesaht Tribe Replacement Tenure Document
Identified for illustrative purposes as a road (gravel) on Appendix B-4, Part 2 (a), Plan 9	Registered Owner of District Lot 1961, Clayoquot District (PID 003-585-425)	Point of termination is the intersection with R07662	Grant of Private Road Easement

General Location	Interest Holder	Road Description	Uchucklesaht Tribe Replacement Tenure Document
Identified for illustrative purposes as a road (gravel) on Appendix B-4, Part 2 (a), Plan 9	Registered Owner of Lot 1 of Section 5, Barclay District and District Lot 1978, Clayoquot District, Plan VIP69905 (PID 024-654-191)	Point of termination is the intersection with R07662	Grant of Private Road Easement
Identified for illustrative purposes as a road (gravel) on Appendix B-4, Part 2 (a), Plan 9	Registered Owner of District Lot 596, Clayoquot District, except that part covered by Section 5, Barclay District, now in Clayoquot District (PID 010-162-224)	Point of termination is the intersection with R07662	Grant of Private Road Easement

APPENDIX E-5
INTERESTS ON MAA-NULTH FIRST NATION
LANDS OF UCLUELET FIRST NATION

Part 1 ~ Existing Interests Being Replaced

General Location	Interest Holder	Facility	Interest Being Replaced	Ucluelet First Nation Replacement Tenure Document
Appendix B-5, Part 2(a), Plan 1	Her Majesty the Queen in Right of Canada, as Represented by the Minister of the Environment	Access trail into Pacific Rim National Park	Provincial Reserve No. 001013	Right of Way for Willowbrae Trail
Appendix B-5, Part 2(a), Plan 7	Her Majesty the Queen in Right of British Columbia, as Represented by the Minister of Environment	Commercial trapline cabin	Provincial Reserve No. 001001	Licence of Occupation for Trapline Cabin

Part 2 ~ Public Utility Transmission, Distribution and Waterline Works

General Location	Interest Holder	Facility	Interest Being Replaced	Ucluelet First Nation Replacement Tenure Document
Appendix B-5, Part 2(a), Plans 1, 2 and 3	BC Hydro Telus	Existing joint electric power distribution and telecommunication lines	Occupied without a tenure document	Distribution Right of Way (BC Hydro and Telus)
Appendix B-5, Part 2(a), Plans 1, 2 and 3	BC Hydro Telus	Future joint electric power distribution and telecommunication lines	Tenures under application	Distribution Right of Way (BC Hydro and Telus)
Appendix B-5, Part 2(a), Plans 2 and 3	Her Majesty the Queen in Right of Canada, as Represented by the Minister of Fisheries and Oceans	Utility line	Provincial Reserve No, R061017	Access and Utilities Right of Way
Appendix B-5, Part 2(a), Plan 1	District of Ucluelet	Water line and works	Provincial Licence No.109705	Right of Way for Waterline

Part 3 ~ Private Road Easements

General Location	Interest Holder	Road Description	Ucluelet First Nation Replacement Tenure Document
Identified for illustrative purposes as a road (gravel) on Appendix B-5, Part 2(a), Plan 3	Registered Owner of that part of Lot 1012, Clayoquot District, shown coloured red on DD 20590-I	Point of termination is the intersection with Sutton Road	Grant of Private Road Easement
Identified for illustrative purposes as a road (gravel) on Appendix B-5, Part 2(a), Plan 3	Registered Owner of Block 5, District Lot 797, Clayoquot District, Plan 2014	Point of termination is the intersection with FSR 9614 and R12886	Grant of Private Road Easement
Appendix B-5, Part 2(a), Plan 3	Toquaht Nation	Point of commencement is within Block 2, District Lot 797, Clayoquot District, Plan 2014 at Crown Corridor labelled FSR 9614 and R12886. Point of termination is northern boundary of Block 2, District Lot 795, Clayoquot District, Plan 2971	Grant of Private Road Easement

**APPENDIX E-6
APPLICABLE FORMS OF DOCUMENTS
FOR REPLACEMENT INTERESTS IN
APPENDIX E-1 THROUGH E-5**

- 1. Licence of Occupation [for Purposes to be Specified]**
- 2. Licence of Occupation for Federal Interest [for Purposes to be Specified]**
- 3. Grant of Private Road Easement**
- 4. Lease Agreement for Commercial Operation**
- 5. Licence of Occupation for Trapline Cabin**
- 6. Right of Way for the Willowbrae Trail**
- 7. Access and Utilities Right of Way**

LICENCE OF OCCUPATION [FOR PURPOSES TO BE SPECIFIED]

THIS AGREEMENT is dated for reference

[insert month, day, year]

BETWEEN:

MAA-NULTH FIRST NATION of

ADDRESS (the “Owner”)

AND:

TENURE HOLDER of

ADDRESS (the “Licensee”)

The parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 In this Agreement,

“**Agreement**” means this licence of occupation and any schedules attached hereto;
“**Commencement Date**” means [Effective Date];

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

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

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

Note: Legal description to be included here.

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

“**Security**” means the security referred to in Section 5.1, as replaced or supplemented in accordance with Section 5.4;

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

ARTICLE 2 – GRANT, TERM AND RENEWAL

- 2.1 On the terms and conditions of this Agreement, the Owner hereby grants to the Licensee a licence to occupy the Land only for [*purposes to be specified*].
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the [*insert term – e.g. tenth (10)*] anniversary of that date, or such earlier date provided for in this Agreement.
- 2.3 If the Licensee is not then in default under this Agreement, the Licensee may renew this Agreement for [successive terms of [*insert term e.g. (10) years each*]]. The Licensee may exercise each of its options to renew by delivering to the Owner written notice at least [*insert number*] days prior to the expiry of the Term or the then existing renewal term, as the case may be, or earlier, if the Licensee so chooses, that the Licensee will exercise its next following option to renew. Each renewal term will be upon the terms and conditions of this Agreement except for the Fees which will be equal to the greater of:
- (a) the Fees for the immediately preceding Term or renewal term, as the case may be;
 - (b) or the amount which would be payable on that date under the then existing policies of the Province of British Columbia with respect to the payment of such Fees for trapline cabin purposes located on similar Crown Land.

ARTICLE 3 – FEES

- 3.1 The Licensee will pay to the Owner:
- (a) for the first year of the Term, Fees of [*insert amount \$*], payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Fees either determined by the Owner under Section 3.2 or established under Section 3.3, payable in advance on each anniversary of the Commencement Date.
- 3.2 The Owner will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to the Licensee specifying in the Owner’s

sole discretion the Fees payable by the Licensee under sub-section 3.1(b) for the subsequent year of the Term and the Owner will establish such Fees in accordance with the Owner's policies applicable to the Licensee's use of the Land under this Agreement, provided that such Fees will not exceed the amount determined pursuant to Section 2.3(b).

- 3.3 If the Owner does not give notice to the Licensee under Section 3.2, the Fees payable by the Licensee under Section 3.1(b) for the year for which notice was not given will be the same as the Fees payable by the Licensee for the preceding year of the Term.

ARTICLE 4 –COVENANTS

4.1 The Licensee covenants with the Owner:

- (a) to pay, when due,
 - (i) the Fees due at the address set out in Article 8,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by the Licensee;
- (b) to observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting the Licensee's use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (c) to keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to the Owner, and at the Owner's written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (d) not to commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (e) to use and occupy the Land only in accordance with and for the purposes set out in Section 2.1;
- (f) not construct, place or affix any Improvements on or to the Land except as necessary for the purposes set out in Section 2.1;

- (g) not to interfere with the activities of any other person to enter on and use the Land under a prior or subsequent licence granted by the Owner;
- (h) not cut or remove timber on or from the Land without the prior written consent of the Owner;
- (i) to permit the Owner, or its representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (j) to indemnify and save the Owner harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) any breach, violation or non-performance of a provision of this Agreement by the Licensee, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of the Licensee's occupation of the Land,

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

- (k) on the termination of this Agreement,
 - (i) peaceably quit and deliver to the Owner possession of the Land;
 - (ii) remove from the Land any Improvements that the Owner, in writing, directs or permits the Licensee to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (iii) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date;

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

- (l) to effect, and keep in force during the Term, insurance protecting the Owner and the Licensee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land [*to an amount not less than ONE MILLION DOLLARS (\$1,000,000) except that so long as the Licensee is the [Tenure Holder], the Owner will waive the requirements of this sub-section on the delivery to the Owner of confirmation that the Licensee is self insured*] <note: if not a government agency or Crown Corporation, then no self-insurance is required>;

- (m) notwithstanding sub-section (l), the Owner may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to that sub-section be changed and the Licensee shall, within 60 days of receiving such notice, cause the amount of insurance posted, pursuant to sub-section (l) to be changed to the amount specified by the Owner, acting reasonably, in the notice and delivery to the Owner with a written confirmation of the change, except that when the Licensee is self ensuring this section shall not apply;
- (n) if the Licensee discovers any archaeological material on the Land, to take all reasonable steps and precautions to minimize disturbance of that material, and to immediately notify the Owner.

4.2 The Owner will not do anything on the Land that will interfere materially with the Improvements or the Licensee's use of the Improvements, or that creates a public hazard.

ARTICLE 5 – SECURITY

5.1 The sum of [*insert amount*] and all rights, privileges, benefits and interests accruing thereto shall be delivered by the Licensee to the Owner (herein called the "Security") to guarantee the performance of the Licensee's obligations under this licence and shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed.

Note: In the case of a government agency, local governments or a Crown Corporation then the security is waived.

5.2 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.

5.3 The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiry or earlier cancellation of this Licence.

5.4 Notwithstanding the amount of the Security stated to be required under Section 5.1 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. [When licensee is government agency, local governments or Crown Corporation, add, "except when Security is waived under Section 5.1, this section shall not apply].

ARTICLE 6 – ASSIGNMENT

6.1 The Licensee shall not assign this licence or sublicense any part of the Land, without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

ARTICLE 7 – TERMINATION

7.1 The Licensee further covenants and agrees with the Owner that:

- (a) if the Licensee
 - (i) defaults in the payment of any money payable by the Licensee under this Agreement, or
 - (ii) fails to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by the Licensee under this Agreement),and the Licensee's default or failure continues for 60 days after the Owner gives written notice of the default or failure to the Licensee,
- (b) if, the Licensee fails to make diligent use of the Land for the purposes set out in this Agreement, and such failure continues for 180 days after the Owner gives written notice of the failure to the Licensee; or
- (c) if the Licensee
 - (i) becomes insolvent or makes an assignment for the general benefit of its creditors,
 - (ii) commits an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against the Licensee or/the Licensee consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging the Licensee bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enters into an arrangement with its creditors;this Agreement will, at the Owner's option and with or without entry, terminate and the Licensee's right to use and occupy the Land will cease.

7.2 If the condition complained of (other than the payment of any money payable by the Licensee under this Agreement) reasonably requires more time to cure than 60 days, the Licensee will be deemed to have complied with the remedying of it if the Licensee commences remedying or curing the condition within 60 days and diligently completes the same.

7.3 The Licensee will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under Section 7.1.

ARTICLE 8 – NOTICE

- 8.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other at the addresses specified for each on the first page of this Licence, or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.
- 8.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in Section 8.1.
- 8.3 The delivery of all money payable under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 9 – MISCELLANEOUS

- 9.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 9.2 No remedy conferred upon or reserved to the Owner under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 9.3 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 9.4 Time is of the essence in this Agreement.
- 9.5 In this Licence, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and the corporation.
- 9.6 The captions and headings contained in this Licence are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.

- 9.7 If any section of this Licence or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts and sections of the Licence shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- 9.8 This Agreement will be governed by and construed in accordance with the applicable laws of the Province of British Columbia and Canada.

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

SIGNED on behalf of **MAA-NULTH FIRST NATION**,
by a duly authorized representative

Authorized Signatory

SIGNED on behalf of **TENURE HOLDER**
by a duly authorized signatory

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

LICENCE OF OCCUPATION FOR FEDERAL INTEREST [PURPOSES TO BE SPECIFIED]

THIS AGREEMENT is dated for reference

[insert month, day, year]

BETWEEN:

MAA-NULTH FIRST NATION of

[ADDRESS] (the “Owner”)

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

[INSERT APPROPRIATE FEDERAL MINISTRY AND ADDRESS]
(the “Licensee”)

The parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 In this Agreement,

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

“**Commencement Date**” means [insert the Effective Date of the Final Agreement];

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

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

Note: Legal description to be included here.

“**Licence Fee**” means the fee set out in Article 3;

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

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

ARTICLE 2 - GRANT, TERM AND RENEWAL

- 2.1 On the terms and conditions of this Agreement, the Owner hereby grants to the Licensee a licence to occupy the Land only for *[purposes to be specified]*.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the *[insert term]* anniversary of that date, or such earlier date provided for in this Agreement.
- 2.3 If the Licensee is not then in default under this Agreement, the Licensee may renew this Agreement for *[one]* successive term[s] of *[insert term]*. The Licensee may exercise each of its options to renew by delivering to the Owner written notice at least *[insert number]* days prior to the expiry of the Term or the then existing renewal term, as the case may be, or earlier, if the Licensee so chooses, that the Licensee will exercise its next following option to renew. Each renewal term will be upon the terms and conditions of this Agreement.

ARTICLE 3 – FEES

- 3.1 The Licensee will pay to the Owner a Licence Fee of One Dollar (\$1.00) on the Commencement Date for the entire term of this Agreement.

ARTICLE 4 – COVENANTS

- 4.1 The Licensee covenants with the Owner:
- (a) to pay, when due:
 - (i) 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,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by the Licensee;
 - (b) to observe, abide by and comply with:
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way

affecting the Licensee's use or occupation of the Land or the Improvements, and

- (ii) the provisions of this Agreement;
- (c) to keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to the Owner acting reasonably, and at the Owner's written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (d) not to commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (e) to use and occupy the Land only in accordance with and for the purposes set out in section 2.1 and the schedule attached and entitled "Special Provisos";
- (f) not to construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in Section 2.1;
- (g) not to interfere with the activities of any other person to enter on and use the Land under a prior or subsequent licence granted by the Owner;
- (h) to permit the Owner, or its representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (i) 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 Agreement 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 amount of all such losses, damages, costs and liabilities will be payable to the Owner immediately upon demand; and
- (j) on the termination of this Agreement,
 - (i) peaceably quit and deliver to the Owner possession of the Land;
 - (ii) remove from the Land any Improvement erected or placed on the Land by the Licensee, that the Owner, in writing, directs or permits the Licensee to remove; and

- (iii) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date;

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

- 4.2 The Owner will not do anything on the Land that will interfere materially with the Improvements or the Licensee's use of the Improvements, or that creates a public hazard.

ARTICLE 5 – ASSIGNMENT

- 5.1 The Licensee shall not assign this Agreement or sublicense any part of the Land, without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

ARTICLE 6 – TERMINATION

- 6.1 The Licensee further covenants and agrees with the Owner that:

- (a) if the Licensee fails to observe, abide by and comply with the provisions of this Agreement and the Licensee's default or failure continues for 60 days after the Owner gives written notice of the default or failure to the Licensee,
- (b) if, the Licensee fails to make diligent use of the Land for the purposes set out in this Agreement, and such failure continues for 180 days after the Owner gives written notice of the failure to the Licensee; or
- (c) if the Licensee
 - (i) becomes insolvent or makes an assignment for the general benefit of its creditors,
 - (ii) commits an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against the Licensee or/the Licensee consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging the Licensee bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enters into an arrangement with its creditors;

this Agreement will, at the Owner's option and with or without entry, terminate and the Licensee's right to use and occupy the Land will cease.

- 6.2 If the condition complained of reasonably requires more time to cure than 60 days, the Licensee will be deemed to have complied with the remedying of it if the Licensee

commences remedying or curing the condition within 60 days and diligently completes the same.

- 6.3 The Licensee will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under Section 6.1.
- 6.4 The Licensee may deliver to the Owner, as per Article 7, written notice cancelling this Agreement and thereafter this Agreement and the rights herein granted will terminate One Hundred and Eighty (180) days after the date of receipt by the Owner.

ARTICLE 7 – NOTICE

- 7.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other at the addresses specified for each on the first page of this Agreement, or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, seven days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.
- 7.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in Section 7.1.

ARTICLE 8 – MISCELLANEOUS

- 8.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 8.2 No remedy conferred upon or reserved to the Owner under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 8.3 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 8.4 Time is of the essence in this Agreement.
- 8.5 In this Agreement, unless the context otherwise requires, the singular includes the plural.

- 8.6 The captions and headings contained in this Agreement 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.
- 8.7 If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts and sections of the Agreement shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

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

SIGNED on behalf of [**MAA-NULTH FIRST NATION**],
by a duly authorized representative

Authorized Signatory

SIGNED on behalf of **HER MAJESTY THE QUEEN**
IN THE RIGHT OF CANADA by Her delegated signatory

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

1. Legal Description

2. Sketch Plan

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 [*purposes to be specified.*], and for greater certainty, the Owner retains ownership of merchantable timber on the Land.
2. Despite subsection 4.1(j) iii, at the expiration or cancellation of this Agreement, the Licensee may leave on the Land [*any immovable objects to be specified.*].

GRANT OF PRIVATE ROAD EASEMENT

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

BETWEEN:

[**A MAA-NULTH FIRST NATIONS**]
(TO BE DETERMINED ON EXECUTION)

[*insert address*] (the “Owner”)

AND:

[*Insert legal name of grantee*]

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 12 in the amount of [*\$xx*]

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

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

2. RIGHTS AND PRIVILEGES ON EASEMENT AREA

By this Agreement the Owner grants to the Grantee, 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 [*\$xx not to exceed \$100.00 (2006 dollars)*], 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 becomes 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 owing, 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
- (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(1), 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(1)(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 COMMERCIALY 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 of the Grantee will, as a condition of the continuation of this Agreement, immediately pay to the Owner the amount of the draw so that the full amount of the Security is available.

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 includes the feminine gender, body politic and a corporation;
- (c) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the Agreement;
- (d) a reference to an enactment of British Columbia or of Canada will be deemed to include a reference to any subsequent amendments or replacements; and
- (e) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination.

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

MAA-NULTH FIRST NATIONS
(TO BE DETERMINED ON EXECUTION)

Per

Per

GRANTEE

Per

[insert name] (authorized signatory of Grantee)

SCHEDULE A

To be Completed

SCHEDULE B
To be Completed

SCHEDULE C

To be Completed

LEASE AGREEMENT FOR COMMERCIAL OPERATION

This Lease Agreement is dated for reference _____.

BETWEEN:

(the “Landlord”)

AND:

(the “Tenant”)

The parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 In this Agreement,

“**Agreement**” means this lease;

“**Commencement Date**” means Effective Date of the Final Agreement;

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

“**Land**” means that part or those parts of the following described lands and premises shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

Note: Land needs to be legally surveyed or subdivided to comply with the *Land Title Act*;

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

“**Rent**” means the rent set out in Article 3;

“**Security**” means the security referred to in Section 5.1 or 5.2, as replaced or supplemented in accordance with Section 5.5;

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

“we”, “us” or “our” refers to the Landlord alone and never refers to the combination of the Landlord and the Tenant: that combination is referred to as “the parties”; and “you” or “your” refers to the Tenant.

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that

Schedule were contained in this Agreement, unless the context requires another construction of those words.

ARTICLE 2 – GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the Land for [*purposes to be specified*].
- 2.2 The Term of this Agreement commences on the Commencement Date and terminates on the _____ anniversary of the Commencement Date, or such earlier date provided for in this Agreement

ARTICLE 3 – RENT

- 3.1 The Tenant will pay to the Landlord:
- (a) for the first year of the Term, Rent of ___ Dollars (\$___), payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Rent either determined by us under Section 3.2 or established under Section 3.3, payable in advance on each anniversary of the Commencement Date.
- 3.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Rent payable by you under sub-section 3.1(b) for the subsequent year of the Term and we will establish such Rent in accordance with our policies applicable to your use of the Land under this Agreement provided that such Rent will not exceed the amount which would be payable on that date under the then existing policies of the Province of British Columbia with respect to the payment of such Rent for similar purposes located on similar Crown Land.
- 3.3 If we do not give notice to you under Section 3.2, the Rent payable by you under Section 3.1(b) for the year for which notice was not given will be the same as the Rent payable by you for the preceding year of the Term.

Note: Another option respecting rent could involve the Tenant making a single advance payment representing the rent for the entire Term or fixing a yearly rent for the entire term.

ARTICLE 4 – COVENANTS

- 4.1 You must
- (a) pay, when due,
 - (i) the Rent to us at the address set out in Article 9,
 - (ii) the Realty Taxes, and

- (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) at your expense, observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in Section 2.1;
- (g) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that you are required to hold back under the *Builders Lien Act*;
- (h) if any claim of lien over the Land is made under the *Builders Lien Act*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (i) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under applicable laws to harvest timber on the Land;
- (j) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;

- (k) not use construction materials containing toxic substances, except in marine waters where the use of a preservative-treated wood may be necessary;
- (l) not without prior written consent from us deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land;
- (m) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations;
- (n) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (o) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv) the Improvements in a safe, clean and sanitary condition,
 - (ii) within thirty (30) days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
 - (iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to

- (k) not use construction materials containing toxic substances, except in marine waters where the use of a preservative-treated wood may be necessary;
- (l) not without prior written consent from us deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land;
- (m) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations;
- (n) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (o) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv) the Improvements in a safe, clean and sanitary condition,
 - (ii) within thirty (30) days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
 - (iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to

that part of the surface of the Land on which that Improvement is located,

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

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

4.3 We will provide you with quiet enjoyment of the Land.

ARTICLE 5 – SECURITY AND INSURANCE

5.1 On the Commencement Date, you will deliver to us security in the amount of _____ (\$____) which will

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

5.2 Despite Section 5.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

5.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

5.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under Section 5.1, less all amounts drawn down by us under Section 5.3.

5.5 You acknowledge that we may, acting reasonably, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

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

5.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance protecting us as an additional insured Comprehensive/ Commercial General Liability insurance, in an amount of not less than One Million (\$1,000,000.00) Dollars inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the Improvements.
- (b) on the Commencement Date and immediately upon demand, deliver to us a completed certificate of insurance for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is
 - (i) placed with insurers licensed in British Columbia,
 - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
 - (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

ARTICLE 6 – ASSIGNMENT

- 6.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent will not be unreasonably withheld.
- 6.2 For the purpose of Section 6.1, if you are a corporation, a change in control (as that term is defined in sub-section 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 6.3 Section 6.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.

ARTICLE 7 – TERMINATION

- 7.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (c) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (d) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (e) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

- 7.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

7.3 You agree with us that you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under Section 7.1.

ARTICLE 8 – DISPUTE RESOLUTION

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

8.2 If a dispute under this Agreement cannot be resolved under Section 8.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.

8.3 The cost of the arbitration referred to in Section 8.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.

8.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in _____, British Columbia, and if we or our authorized representative have no office in _____, British Columbia, then our offices (or the offices of our authorized representative) that are closest to _____, British Columbia.

ARTICLE 9 – NOTICE

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

to us

Landlord

to you

Tenant

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

9.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided

to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in Section 9.1.

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

ARTICLE 10 – MISCELLANEOUS

- 10.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 10.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 10.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.
- 10.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 10.5 If the Tenant is comprised of more than one person then all covenants and agreements on their part will be deemed joint and several covenants.
- 10.6 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.

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

Landlord

Authorized Signatory of

Witness Tenant

Witness Tenant

LEGAL DESCRIPTION SCHEDULE

LICENCE OF OCCUPATION FOR TRAPLINE CABIN

THIS AGREEMENT is dated for reference [*insert month, day, year*]

BETWEEN:

MAA-NULTH FIRST NATION of

ADDRESS (the “Owner”)

AND:

TENURE HOLDER of

ADDRESS (the “Licensee”)

The parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 In this Agreement,

“**Agreement**” means this licence of occupation and any schedules attached hereto;

“**Commencement Date**” means [Effective Date];

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

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

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

Note: Legal description to be included here.

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

“**Security**” means the security referred to in Section 5.1, as replaced or supplemented in accordance with Section 5.4;

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

“**Trapline**” means the trapline having the registration number TR _____.

ARTICLE 2 – GRANT, TERM AND RENEWAL

- 2.1 On the terms and conditions of this Agreement, the Owner hereby grants to the Licensee a licence to occupy the Land only for trapline cabin purposes.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the [*insert term – e.g. tenth (10)*] anniversary of that date, or such earlier date provided for in this Agreement.
- 2.3 If the Licensee is not then in default under this Agreement, the Licensee may renew this Agreement for successive terms of [*insert term e.g. (10) years each*]. The Licensee may exercise each of its options to renew by delivering to the Owner written notice at least [*insert number*] days prior to the expiry of the Term or the then existing renewal term, as the case may be, or earlier, if the Licensee so chooses, that the Licensee will exercise its next following option to renew. Each renewal term will be upon the terms and conditions of this Agreement except for the Fees which will be equal to the greater of:
- (a) the Fees for the immediately preceding Term or renewal term, as the case may be;
 - (b) or the amount which would be payable on that date under the then existing policies of the Province of British Columbia with respect to the payment of such Fees for trapline cabin purposes located on similar Crown Land.

ARTICLE 3 – FEES

- 3.1 The Licensee will pay to the Owner:
- (a) for the first year of the Term, Fees of [*insert amount \$*], payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Fees either determined by the Owner under Section 3.2 or established under Section 3.3, payable in advance on each anniversary of the Commencement Date.
- 3.2 The Owner will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to the Licensee specifying in the Owner’s sole discretion the Fees payable by the Licensee under sub-section 3.1(b) for the subsequent year of the Term and the Owner will establish such Fees in accordance with the Owner’s policies applicable to the Licensee’s use of the Land under this

Agreement, provided that such Fees will not exceed the amount determined pursuant to Section 2.3(b).

- 3.3 If the Owner does not give notice to the Licensee under Section 3.2, the Fees payable by the Licensee under Section 3.1(b) for the year for which notice was not given will be the same as the Fees payable by the Licensee for the preceding year of the Term.

ARTICLE 4 – COVENANTS

4.1 The Licensee covenants with the Owner:

- (a) to pay, when due,
 - (i) the Fees due at the address set out in Article 8,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by the Licensee;
- (b) to observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting the Licensee's use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (c) to keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to the Owner, and at the Owner's written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (d) not to commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (e) to use and occupy the Land only in accordance with and for the purposes set out in Section 2.1;
- (f) not construct, place or affix any Improvements on or to the Land except as necessary for the purposes set out in Section 2.1;
- (g) not to interfere with the activities of any other person to enter on and use the Land under a prior or subsequent licence granted by the Owner;

- (h) not cut or remove timber on or from the Land without the prior written consent of the Owner;
- (i) to permit the Owner, or its representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (j) to indemnify and save the Owner harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) any breach, violation or non-performance of a provision of this Agreement by the Licensee, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of the Licensee's occupation of the Land,

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

- (k) on the termination of this Agreement,
 - (i) peaceably quit and deliver to the Owner possession of the Land;
 - (ii) remove from the Land any Improvements that the Owner, in writing, directs or permits the Licensee to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (iii) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date;

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

- (l) to effect, and keep in force during the Term, insurance protecting the Owner and the Licensee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land

Note: [to an amount not less than ONE MILLION DOLLARS (\$1,000,000) except that so long as the Licensee is the [Tenure Holder], the Owner will waive the requirements of this sub-section on the delivery to the Owner of confirmation that the Licensee is self insured] note: if not a government agency or Crown Corporation, then no self-insurance is required;

- (m) notwithstanding sub-section (l), the Owner may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to that sub-section be changed and the Licensee shall, within 60 days of receiving such notice, cause the amount of insurance posted, pursuant to sub-section (l) to be changed to the amount specified by the Owner, acting reasonably, in the notice and delivery to the Owner with a written confirmation of the change, except that when the Licensee is self ensuring this section shall not apply;
- (n) if the Licensee discovers any archaeological material on the Land, to take all reasonable steps and precautions to minimize disturbance of that material, and to immediately notify the Owner.

4.2 The Owner will not do anything on the Land that will interfere materially with the Improvements or the Licensee's use of the Improvements, or that creates a public hazard.

ARTICLE 5 – SECURITY

- 5.1 The sum of [*insert amount*] and all rights, privileges, benefits and interests accruing thereto shall be delivered by the Licensee to the Owner (herein called the “Security”) to guarantee the performance of the Licensee's obligations under this licence and shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed. In the case of a government agency, local governments or a Crown Corporation then the security is waived.
- 5.2 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.
- 5.3 The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiry or earlier cancellation of this Licence.
- 5.4 Notwithstanding the amount of the Security stated to be required under Section 5.1 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. [*When licensee is government agency, local governments or Crown Corporation, add, “except when Security is waived under Section 5.1, this section shall not apply”*].

ARTICLE 6 – ASSIGNMENT

- 6.1 This licence is appurtenant to the Trapline and if the Trapline is assigned or otherwise transferred to another entity, this licence shall be deemed to be assigned to such entity.

- 6.2 The Licensee shall give written notice to the Owner of any assignment or other transfer of the Trapline within 60 days after that assignment or other transfer.
- 6.3 This licence terminates if the Trapline terminates, is abandoned or cancelled, or is amended so as to render this licence unnecessary.
- 6.4 Subject to Section 6.1, the Licensee shall not assign this licence or sublicense any part of the Land, without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

ARTICLE 7 – TERMINATION

7.1 The Licensee further covenants and agrees with the Owner that:

- (a) if the Licensee
- (i) defaults in the payment of any money payable by the Licensee under this Agreement, or
 - (ii) fails to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by the Licensee under this Agreement),
- and the Licensee’s default or failure continues for 60 days after the Owner gives written notice of the default or failure to the Licensee,
- (b) if, the Licensee fails to make diligent use of the Land for the purposes set out in this Agreement, and such failure continues for 180 days after the Owner gives written notice of the failure to the Licensee; or
- (c) if the Licensee
- (i) becomes insolvent or makes an assignment for the general benefit of its creditors,
 - (ii) commits an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against the Licensee or/the Licensee consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging the Licensee bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enters into an arrangement with its creditors;

this Agreement will, at the Owner’s option and with or without entry, terminate and the Licensee’s right to use and occupy the Land will cease.

- 7.2 If the condition complained of (other than the payment of any money payable by the Licensee under this Agreement) reasonably requires more time to cure than 60 days, the Licensee will be deemed to have complied with the remedying of it if the Licensee commences remedying or curing the condition within 60 days and diligently completes the same.
- 7.3 The Licensee will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under Section 7.1.

ARTICLE 8 – NOTICE

- 8.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other at the addresses specified for each on the first page of this Licence, or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.
- 8.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in Section 8.1.
- 8.3 The delivery of all money payable under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 9 – MISCELLANEOUS

- 9.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 9.2 No remedy conferred upon or reserved to the Owner under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 9.3 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 9.4 Time is of the essence in this Agreement.

- 9.5 In this Licence, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and the corporation.
- 9.6 The captions and headings contained in this Licence are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.
- 9.7 If any section of this Licence or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts and sections of the Licence shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- 9.8 This Agreement will be governed by and construed in accordance with the applicable laws of the Province of British Columbia and Canada.

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

SIGNED on behalf of **MAA-NULTH FIRST NATION**,
by a duly authorized representative

Authorized Signatory

SIGNED on behalf of TENURE HOLDER by a duly authorized signatory

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

RIGHT OF WAY FOR THE WILLOWBRAE TRAIL

This Agreement is made as of _____, _____

BETWEEN:

UCLUELET FIRST NATION
(the “Owner”)

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of the Environment for the purposes of the Parks Canada Agency
 (“Canada”)

WHEREAS:

- A. The Owner, Canada and British Columbia are parties to the Final Agreement.
- B. In accordance with the Final Agreement, the Owner is the owner of the Lands.
- C. In accordance with the Final Agreement, the Owner has agreed to grant to Canada a right of way, necessary for the operation and maintenance of Canada’s undertaking, which is operation and maintenance of the Trail over the Lands, to provide public pedestrian access to and through the Lands.

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

ARTICLE 1 – DEFINITIONS

1.1 In this Agreement:

“**Agreement**” means this Agreement and all schedules attached to it;

“**Effective Date**” means the “effective date” as that term is defined in the Final Agreement;

“**Final Agreement**” means the Maa-nulth First Nations Final Agreement between the Owner, Huu-ay-aht First Nations, Ka:’yu:’k’t’h’/Chek’tles7et’h’ First Nations, Toquaht First Nation, Uchucklesaht Tribe, Canada and British Columbia to which this form of Agreement is appended and which incorporates this Agreement;

“**Lands**” means the portion of the lands and premises which are transferred to the Owner on and after the Effective Date in accordance with Chapter 2 – Lands of the Final Agreement, which are described in Schedule “A” attached hereto;

“**Park**” means Pacific Rim National Park or Pacific Rim National Park Reserve; and

“**Trail**” means that portion of the Willowbrae trail through the Lands in existence at the time this Agreement is executed as described in Schedule “B” to this Agreement and a further area extending 10 metres on each side of the Willowbrae trail, which area includes a parking lot, and the trail as may be located from time to time in accordance with this Agreement.

- 1.2 Each capitalized term used in this Agreement, but not otherwise defined in this Agreement, will have the meaning ascribed to it in the Final Agreement.

ARTICLE 2 – RIGHT OF WAY

Right of Way Over the Lands

2.1 The Owner grants and conveys to Canada, for so long as the Park is a national park or national park reserve, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement and right of way for Canada, its licensees, agents, employees, invitees and permittees, at all times, by day and by night at their will and pleasure to:

- a. enter, go, be, return, pass and repass in, on, over, through and along the Lands for the purposes of using, constructing, reconstructing, repairing, improving, upgrading, and maintaining the Trail;
- b. allow access to the Trail by visitors to the Park who are travelling by foot; and
- c. do all acts or things necessary or incidental to the foregoing;

to have and to hold unto Canada, from and after the date of this Agreement unless and until discharged by Canada in accordance with 2.3.

Limits on Right of Way

2.2 The right of way granted by 2.1 will be subject to the right of the Owner to use those portions of the Lands within which the Trail is not contained, provided however that the Owner covenants and agrees not to make any use of the Lands that interferes with the right of way herein granted without the consent of Canada, which consent may not be arbitrarily withheld.

Discharge of the Right of Way

- 2.3 All of the rights, licences, liberties, privileges, easements and rights of way granted in this Agreement will exist and continue in perpetuity for so long as the Park is a national park or national park reserve.

Runs with the Land

- 2.4 The rights, licences, liberties, privileges, easements, rights of way and covenants in this Agreement will run with and bind the Lands, for so long as the Park is a national park or national park reserve.

Final Agreement Lands Chapter 2.7.11 Statutory Right of Way

- 2.5 Pursuant to 2.7.11 of the Lands Chapter of the Final Agreement, this Agreement is binding and enforceable as if it were granted pursuant to Section 218 of the *Land Title Act*, as may be amended, and the parties acknowledge that the rights hereby granted are granted for a purpose necessary for the operation and maintenance of the undertaking of Canada.

ARTICLE 3 – MAINTENANCE**Maintenance and Dismantling**

- 3.1 Canada shall at all times and at its own expense maintain the Trail including but not limited to any improvements on and any works affecting the natural state of the Trail in a reasonably good and safe condition and state of repair, provided that Canada may dismantle any improvement or work and not replace it if the following conditions are met:
- a. the improvement or work is in such poor physical condition as to no longer be of any use or benefit to the land on which it is situate; and
 - b. it is appropriate to dismantle the improvement for reasons of safety.

Manner of Work

- 3.2 Canada shall carry out any installation, construction, operation, maintenance, removal, or any other activity in respect of the Trail (including any improvements thereon) in a safe and workmanlike manner with as little injury as possible to the Trail and surrounding lands.

ARTICLE 4 – RELOCATION**Consent**

- 4.1 Where, in the opinion of Canada, it is necessary to relocate the Trail as a result of actual or anticipated damage or changes arising from natural causes or from the use of

the Trail by hikers or any other cause, Canada may effect the relocation of the Trail provided that Canada first obtains the consent of the Owner.

Notice

4.2 Canada shall deliver notice to the Owner of the proposed relocation of the Trail, accompanied by a plan detailing the location and nature of the proposed new location and any improvements. The Owner may require Canada to provide such additional information as it may reasonably require in order to make a decision in respect of the proposed relocation.

4.3 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the following addresses:

To the Ucluelet:

Ucluelet First Nation

[insert address]

Fax:

To Canada:

Minister of the Environment

[insert address]

Fax:

Terms of Consent

4.4 If the consent required under 4.1 is granted, Canada shall relocate the Trail only in accordance with the terms of the consent granted by the Owner.

ARTICLE 5 – GENERAL

Information to Hikers

5.1 Canada will ensure that hikers are informed by appropriate means, which may include signs on the Trail, that the Trail passes through the Lands and that any departure from the Trail is not permitted.

Registration of this Agreement

- 5.2 Pursuant to 3.5.1 of the Land Title Chapter of the Final Agreement, the Owner shall not make an application for registration of indefeasible title (under the provisions of the Final Agreement related to land title) with respect to the Lands unless such application also includes an application to register the interest of Canada hereunder. It will be a condition of such application for registration of indefeasible title and the application to register the interest of Canada hereunder that the applications be treated as a single package and if the Registrar declines to register Canada's interest, then the indefeasible title of the Owner will not be registered. Either party to this Agreement may register this Agreement in any land registry or land title office or other registration system established or used in respect of the Lands hereafter. At the request of either party, each party will co-operate in executing any documents or plans required to effect such registration and to preserve the substance and priority of this Agreement in relation to the Lands.

Indemnity

- 5.3 Subject to the *Crown Liability and Proceedings Act* (Canada) and the *Financial Administration Act* (Canada) will save harmless and indemnify the Owner from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Owner by reason of or arising out of:
- a. any breach, violation or non-performance by Canada of any of Canada's covenants, conditions or obligations under the Agreement; and
 - b. any personal injury, death or property damage arising out of Canada's use of the Right of Way Lands pursuant to the Agreement.

Dispute Resolution

- 5.4 Any dispute arising out of or in connection with this Agreement will be resolved as follows:
- a. the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
 - b. either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute; and
 - c. if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this section for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

Gender

- 5.5 In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

Headings

- 5.6 The captions and headings contained in this Agreement are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Agreement.

Severability

- 5.7 If any Article of this Agreement or any part of an Article is found to be illegal or unenforceable, that Article or part will be considered separate and severable, and the remaining Articles or parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.

Governing Law

- 5.8 This Agreement will be governed by and construed in accordance with the applicable laws of British Columbia and Canada.

Waiver

- 5.9 No term, condition, covenant or other provision will be considered to have been waived by one party unless the waiver is expressed in writing by that party. Any waiver of any term, condition, covenant or other provision will 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.

Time of Essence

- 5.10 Time is of the essence in this Agreement.

Comply with Laws

- 5.11 Canada will observe, abide by and comply with all applicable laws and regulations of any competent government authority, including an Owner government, affecting the Trail and improvements situate thereon, and including, without limitation, the payment of all applicable taxes without.

The parties have executed this Agreement as of the date first written above.

UCLUELET FIRST NATION
by its duly authorized signatory:

Name: _____

Title: _____

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

by a duly authorized signatory of the

Minister of the Environment:

Name: _____

Title: _____

SCHEDULE “A”

Description of Lands transferred to the Owner in accordance with the Final Agreement

[Portion of the Land]

SCHEDULE “B”

Copy of Plan Showing the Trail

ACCESS AND UTILITIES RIGHT OF WAY

This Agreement made the _____ day of _____, 20__

Between:

UCLUELET FIRST NATION

Box 699
Ucluelet, B.C.
V0R 3A0

(the “Owner”)

And:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Fisheries and Oceans
200 - 401 Burrard Street
Vancouver, B.C.
V6C 3S4

(“Canada”)

WHEREAS:

- A. The Owner, Canada and Her Majesty the Queen in right of the Province of British Columbia have entered into the Final Agreement (hereinafter defined);
- B. Pursuant to a map reserve issued under Section 16 of the *Land Act* (BC File #1412843, the purpose of which was to identify lands over which electrical power was provided to Canada’s radar facility located on District Lot 2176, Clayoquot District, on the West Coast of Vancouver Island, British Columbia, known as the Mount Ozzard Radar Facility (the “Radar Facility”);
- C. The Final Agreement requires the Owner to grant or issue to Canada this right of way;

NOW THEREFORE, in consideration of the Fee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties covenant and agree as follows:

1.0 DEFINITIONS

1.1 In this agreement:

- (a) **“Agreement”** means this right of way agreement, including the Schedules attached hereto;
- (b) **“Final Agreement”** means the Maa-nulth First Nations Final Agreement between Huu-ay-aht First Nations, Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations, Toquaht First Nation, Uchucklesaht Tribe, Ucluelet First Nation, Canada and Her Majesty the Queen in right of the Province of British Columbia, to which this form of Agreement is appended and which incorporates this Agreement;
- (c) **“Effective Date”** means [insert the Effective Date of the Final Agreement];
- (d) **“Right of Way”** means an exclusive, full, free and uninterrupted right, license, easement and right of way for Canada, Her licensees, agents, employees, invitees and permittees, for and during the Term, to install, construct, operate, maintain, inspect, alter, remove, replace, use and repair poles, towers, 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 for conveying electricity and providing telecommunication services (the “Works”) on, over and across the Right of Way Lands together with the right of free and uninterrupted access to the Right of Way Lands, with or without workmen, vehicles, machinery, materials and equipment, all for the purposes of the Radar Facility;
- (e) **“Right of Way Lands”** means all and singular those certain lands and premises as shown in heavy outline on a right of way plan prepared by _____, B.C.L.S., completed on the _____ day of _____ 200____, a true copy of which is attached hereto as Schedule “A”;
- (f) **“Fee”** means the sum of \$1.00 for the full term of the Agreement; and
- (g) **“Term”** means the term set out in Section 4.1 of the Agreement.

2.0 GRANT OF RIGHT OF WAY

2.1 The Owner grants and conveys to Canada the Right of Way.

3.0 REGISTRATION OF THE AGREEMENT

3.1 Pursuant to 3.5.1 of the Land Title Chapter of the Final Agreement, the Owner shall not make an application for registration of indefeasible title (under the provisions of the Final Agreement related to land title) with respect to the Right of Way Lands unless such application also includes an application to register the interest of Canada hereunder. It will be a condition of such application for registration of indefeasible

title and the application to register the interest of Canada hereunder that the applications be treated as a single package and if the Registrar declines to register Canada's interest, then the indefeasible title of the Owner will not be registered. Either party to the Agreement may register the Agreement in any land registry or land title office or other registration system established or used in respect of the Right of Way Lands hereafter. At the request of either party, each party will co-operate in executing documents or plans required to effect such registration and to preserve the substance and priority of the Agreement in relation to the Right of Way Lands.

- 3.2 Pursuant to 2.7.11 of the Lands Chapter of the Final Agreement, the Agreement is binding and enforceable as if it were granted pursuant to Section 218 of the *Land Title Act*, as may be amended, and the parties acknowledge that the rights hereby granted are granted for a purpose necessary for the operation and maintenance of the undertaking of Canada.

4.0 TERM OF RIGHT OF WAY

- 4.1 The Term shall be for so long as the Right of Way is required by Canada, Her successors or permitted assigns.

- 4.2 The Term shall be deemed to have commenced immediately upon the Effective Date.

5.0 COVENANTS OF CANADA

- 5.1 Canada covenants with the Owner to:

- (a) pay the Fee to the Owner upon execution of the Agreement;
- (b) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Canada, which relate to the Right of Way Lands and which Canada is liable to pay;
- (c) keep the Right of Way Lands in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of the Right of Way Lands by Canada, provided that Canada has no obligation to keep any trails, roads, lanes or bridges within the Right of Way Lands suitable for use by anyone except Canada; and
- (d) not commit or suffer any willful or voluntary waste, spoil or destruction on the Right of Way Lands, or anything that may be or become a nuisance to the Owner, except to the extent required by Canada, acting reasonably, to exercise the rights granted under the Agreement.

6.0 COVENANTS OF THE OWNER

- 6.1 The Owner covenants with Canada to:

- (a) permit Canada to peaceably enjoy and hold the rights granted in the Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Owner or any other person lawfully claiming from or under the Owner, provided however that nothing in this Section shall limit the Owner's right of inspection pursuant to Section 10.1;
- (b) not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, obstruction, equipment, thing or inflammable substance, or plant any growth upon the Right of Way Lands, if any such action or thing, in the reasonable opinion of Canada:
 - (i) may interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;
 - (ii) may obstruct access to the Works or any part thereof by Canada or those authorized by Canada;
 - (iii) may by Her operation, use, maintenance or existence on the Right of Way Lands create or increase any hazard to persons or property in relation to the Works; or
 - (iv) may interfere with any rights granted under the Agreement; and
- (c) permit Canada the full, free and uninterrupted right to trim, fell, remove or otherwise control any unacceptable vegetation on the Right of Way Lands that, in the sole view of Canada, is or might become a hazard to the Works or interferes or might interfere with the exercise of the rights and privileges granted to Canada pursuant to the Agreement.

7.0 RELOCATION OF THE WORKS DUE TO CHANGE

7.1 If a material change occurs to the Right of Way Lands, such as erosion, which for any reason makes the continued use of any portion of the Right of Way Lands unsuitable for any of the Works, then the Owner will, at no cost to Canada, consent to the relocation and replacement of such Works to a new location for the Right of Way, as follows:

- (a) Canada will, before undertaking any work, deliver a sketch plan to the Owner indicating the contemplated relocation of the Works for approval by the Owner, which approval will not be unreasonably withheld, delayed or made subject to any unreasonable conditions;
- (b) Canada will take into account any likely material effect of the relocated Works on adjacent lands and the Owner will take into account the cost efficiencies of

the location selected by Canada for the relocated Works in relation to alternative locations;

- (c) the terms and conditions of the Agreement will cover the relocated Works.

7.2 The costs of any relocation pursuant to Section 7.1 will be borne by Canada.

8.0 RELOCATION OF THE WORKS AT THE REQUEST OF THE OWNER

8.1 If the Owner requires a portion of the Right of Way Lands for other purposes, then upon written request by the Owner, Canada will relocate any Works in the Right of Way Lands to a new location, provided that:

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

9.0 GATES/DITCHES

9.1 Canada will install gates or ditches or both at either or both ends of the Right of Way Lands, so as to prevent unauthorized vehicular access to and along the Right of Way Lands. Canada will provide the Owner with a key to any locks installed on any such gate.

10.0 INSPECTIONS

10.1 It will be lawful for the Owner at all reasonable times to enter upon the Right of Way Lands for the purpose of examining the Right of Way Lands.

11.0 TERMINATION

11.1 Canada may, at any time and for any reason whatsoever, at Her election and on reasonable notice in writing to the Owner, terminate the Agreement and the Agreement thereafter shall be of no further effect and Canada shall stand relieved of all obligations with respect to the payment of compensation or damages other than accrued to the date of termination; always provided, however, that upon any such termination, Canada, if the Agreement has been registered, shall forthwith at Her expense provide a discharge thereof (provided that, if the Owner is also required to

execute any document in order for the Agreement to be discharged, it shall forthwith execute such document upon request).

12.0 EFFECT OF TERMINATION

12.1 Upon the termination or discharge of the Agreement, Canada may, in Her sole discretion, either abandon or remove the Works. In either event, Canada will restore the surface of the Right of Way Lands to the same condition, so far as may be practicable so to do, as the Right of Way Lands were in prior to the entry thereon and the use thereof by Canada.

13.0 INDEMNITY

13.1 Subject to the *Crown Liability and Proceedings Act* (Canada) and the *Financial Administration Act* (Canada) will save harmless and indemnify the Owner from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Owner by reason of or arising out of:

- (a) any breach, violation or non-performance by Canada of any of Canada's covenants, conditions or obligations under the Agreement; and
- (b) any personal injury, death or property damage arising out of Canada's use of the Right of Way Lands pursuant to the Agreement.

14.0 DISPUTE RESOLUTION

14.1 Any dispute arising out of or in connection with the Agreement will be resolved as follows:

- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
- (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute;
- (c) if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this Section for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief; and
- (d) each party will bear the costs of its own participation, including any representation, in any negotiations, mediations or arbitrations under this Section.

15.0 RUNS WITH THE LAND

15.1 The Agreement will be construed as a covenant running with the Right of Way Lands to the extent necessary to give full force and effect to the Agreement.

16.0 PROPERTY OF CANADA

16.1 The Works shall remain the property of Canada notwithstanding that the Works may be annexed or affixed to the Right of Way Lands and Canada shall at any time and from time to time be entitled to remove the Works in whole or in part from the Right of Way Lands.

17.0 ASSIGNMENT

17.1 The Agreement may not be assigned in part or in whole or otherwise transferred without the prior written consent of the Owner, which consent will not be unreasonably withheld, conditioned or delayed.

17.2 Canada shall not be liable for a breach of this Agreement which occurs after She has ceased to have an interest in the Right of Way Lands.

18.0 NOTICE

18.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the following addresses:

To the Owner:

Ucluelet First Nation

Box 699

Ucluelet, B.C.

V0R 3A0

Fax: (250) 726-7552

To Canada:

Department of Fisheries and Oceans

Real Property and Technical Support

Suite #200 - 401 Burrard Street

Vancouver, British Columbia

V6C 3S4

Fax: (604) 666-7014

18.2 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

(a) if it was delivered personally or by courier, on the next business day;

- (b) if it was sent by fax, on the next business day; or
- (c) if it was sent by mail, on the sixth day after the notice was mailed.

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

18.3 A change of address by any party may be given to the other in accordance with this provision.

19.0 GENERAL

19.1 A breach of any term, condition, covenant or other provision of the 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 the Agreement, will not be construed as consent to or approval of any subsequent act.

19.2 No remedy set out in the Agreement is exclusive of any other remedy provide by law but will be in addition to any other remedy existing at law, in equity or by statute.

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

19.4 Time shall be of the essence of this Agreement.

19.5 This Agreement sets forth the entire agreement and understandings between the parties hereto.

19.6 The Agreement may not be amended except by written agreement signed by both parties to the Agreement.

19.7 In the Agreement:

- (a) all attached schedules form an integral part of the Agreement;
- (b) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the Agreement; and
- (c) if any provision is determined by a court 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 WHEREOF the parties have duly executed this Agreement as of the date first referred to above.

The Owner by its authorized signatory(ies):

Name: _____

Title: _____

Canada by Her Authorized signatory(ies):

Name: _____

Title _____:

SCHEDULE “A”

Right of Way Plan

**APPENDIX E-7 TO E-9
INTERESTS ON FORMER
INDIAN RESERVES**

APPENDIX E-7
INTERESTS ON FORMER INDIAN RESERVES
ON MAA-NULTH FIRST NATION LANDS
OF HUU-AY-AHT FIRST NATIONS

Part 1 ~ Certificate of Possession

Former Indian Reserve	Interest Holder	Legal Description	Instrument	Registration No.
Numukamis IR 1	Kathy Joe	Parcel of land 100' x 100'	No Evidence of Title Issued (NETI)	Indian Land Registry System Document No. 202883

Part 2 ~ Public Utility Distribution and Waterline Works

Former Indian Reserve	Interest Holder	Facility	Previous Tenure Document	Huu-ay-aht First Nations Replacement Tenure Document
Numukamis IR 1	BC Hydro Telus	Joint electric power distribution and telecommunication lines	None (Reference Provincial Licence No. 109925)	Distribution Right of Way (BC Hydro and Telus)
Anacla IR 12	BC Hydro Telus	Joint electric power distribution and telecommunication lines	Indian Land Registry System Document Nos X18841 and 94504	Distribution Right of Way (BC Hydro and Telus)
Sachsa IR 4	Alberni-Clayoquot Regional District	Water pipeline and works	Indian Land Registry System Document No. 336717	Right of Way for Waterline

Part 3 ~ Other Interests

Former Indian Reserve	Interest Holder	Facility	Previous Tenure Document	Huu-ay-aht First Nations Replacement Tenure Document
Kichha IR 10, Clutus IR 11, Masit IR 13	Her Majesty the Queen in Right of Canada, as Represented by the Minister of the Environment	Control and administration of the trees	Indian Land Registry System Document No. 283402	Conservation Covenant
Masit IR 13	Her Majesty the Queen in Right of Canada, as Represented by the Minister of the Environment	West Coast Trail	Indian Land Registry System Document No. 283402	Right of Way for the West Coast Trail

APPENDIX E-8
INTERESTS ON FORMER INDIAN RESERVES
ON MAA-NULTH FIRST NATION LANDS OF
KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST NATIONS

Part 1 ~ Public or Private Utility Distribution Works

Former Indian Reserve	Interest Holder	Facility	Previous Tenure Document	Ka:'yu:'k't'h'/ Che:k'tles7et'h' First Nations Tenure Replacement Document
Houpsitas IR 6	Telus	Telecommu- nication lines	Indian Land Registry System Document No. 85086	Distribution Right of Way (BC Hydro and Telus)
Houpsitas IR 6, Markale IR 14	Kyuquot Power Ltd. (Inc. No. BC0638180)	Electric power distribution lines	Occupied without a tenure document	Right of Way for Private Utility Distribution Line

APPENDIX E-9
INTERESTS ON FORMER INDIAN RESERVES
ON MAA-NULTH FIRST NATION LANDS
OF UCLUELET FIRST NATION

Part 1 ~ Certificate of Possession

Former Indian Reserve	Interest Holder	Legal Description	Instrument	Registration No.
Ittatsoo IR 1	6/7 interest held by Paul Touchie; 1/7 interest held by Barbara Touchie	Lot 3, CLSR 71020	CP 47260	Indian Land Registry System Document No. 118950
Ittatsoo IR 1	Louisa Robert	Lot 4, CLSR 71020	CP 100724	Indian Land Registry System Document No. 203425

Part 2 ~ Public Utility Distribution Works

Former Indian Reserve	Interest Holder	Facility	Previous Tenure Document	Ucluelet First Nation Tenure Replacement Document
Ittatsoo IR 1	BC Hydro Telus	Joint electric power distribution and telecommunication lines	Indian Land Registry System Document No. 56113	Distribution Right of Way (BC Hydro and Telus)

**APPENDIX E-10
APPLICABLE FORMS OF DOCUMENTS
FOR VARIOUS INTERESTS**

APPENDIX E-10

PART 1

APPLICABLE FORMS OF DOCUMENTS FOR OTHER INTERESTS LISTED IN PART 3 OF APPENDIX E-7

1. Conservation Covenant

2. Right of Way for the West Coast Trail

CONSERVATION COVENANT

This Agreement is dated for reference _____, _____

BETWEEN:

HUU-AY-AHT FIRST NATIONS

(“Huu-ay-aht”)

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

as represented by the Minister of the Environment
for the purposes of the Parks Canada Agency

(“Canada”)

WHEREAS:

- A. Huu-ay-aht and Canada are parties to the Final Agreement.
- B. In accordance with the Final Agreement, Huu-ay-aht is the owner of, among other lands, the Lands.
- C. The Lands are adjacent to the boundaries of the Park which is managed by the Parks Canada.
- D. Huu-ay-aht and Parks Canada recognize that maintaining the ecological and cultural integrity of the West Coast Trail area and Cape Beale area within the Park is important to Huu-ay-aht’s history, culture and traditions and to the enjoyment of the Park by all Canadians.
- E. Huu-ay-aht and Canada have a mutual interest in maintaining the ecological and cultural integrity of the Lands in order to enhance Huu-ay-aht’s cultural interpretation opportunities and cultural tourism opportunities and to enhance visitor appreciation and understanding of the Park.

- F. Huu-ay-aht and Canada recognize that the harvest of timber on the Lands for commercial purposes would conflict with Park values and impair the natural and cultural landscape of the Park and the Lands.
- G. Huu-ay-aht First Nations surrendered the rights of Huu-ay-aht First Nations and its members the standing and fallen trees and all future growth and regeneration of the Trees on the Lands, subject to conditions in this Agreement, to Canada from the date July 28, 2000 when the Governor in Council accepted the surrender (P.C. 2000-1269, T.B.Rec.828296) and transferred the administration of the Trees to Canada pursuant to subsection 16(1)(g) of the *Federal Real Property Act*.
- H. Canada accepted the administration and control of the Trees in order to protect the Trees on the Lands in accordance with the provisions in the Consent and this Agreement.

NOW THEREFORE:

In consideration of the payment of one dollar now paid by Canada to Huu-ay-aht First Nations, and other good and valuable consideration, the receipt and sufficiency of which Huu-ay-aht acknowledges, the parties agree as follows:

- 1. In this Agreement:
 - a. **“Agreement”** means this Agreement and all schedules attached to it;
 - b. **“Consent”** means the Consent, Designation and Release assented to by Huu-ay-aht First Nations on October 27, 1999 and accepted by the Governor-in-Council on July 28, 2000 by P.C. 2000-1269, a copy of which is attached as Schedule “B”;
 - c. **“Effective Date”** means the “Effective Date” as that term is defined in the Final Agreement;
 - d. **“Final Agreement”** means the Maa-nulth First Nations Final Agreement between Huu-ay-aht First Nations, Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations, Toquaht Nation, Uchucklesaht Tribe, Ucluelet First Nation, Canada and British Columbia to which this form of Agreement is appended and which incorporates this Agreement;
 - e. **“Huu-ay-aht First Nations”** means Huu-ay-aht First Nations, which was, before the Effective Date, a “band” as defined by the *Indian Act*, all of whose rights, titles, interests, assets, obligations and liabilities vest in the Huu-ay-aht on the Effective Date;
 - f. **“Park”** means Pacific Rim National Park Reserve or Pacific Rim National Park;

- g. **“Parks Canada”** means the Superintendent of Pacific Rim National Park Reserve on behalf of the Parks Canada Agency;
- h. **“Lands”** means those lands which are adjacent to the boundaries of the Park, described in Schedule “A” attached hereto;
- i. **“Trees”** means the standing and fallen trees and all future growth and regeneration of trees on the Lands; and
- j. **“West Coast Trail”** means that portion of the West Coast trail through the Lands in existence at the time this Agreement is executed as shown on the *Canada Lands Survey Registry Plan No. 75078*, and a further area extending 10 metres on each side of the trail, and the trail as may be located from time to time in accordance with this Agreement, as shown in Schedule A.

COVENANTS

2. Canada will, in accordance with its policies, be responsible for the protection and preservation of the Trees in their natural state, including provision for fire and pest protection; and Parks Canada will consult Huu-ay-aht with respect to measures of pest control prior to implementing such measures.
3. Huu-ay-aht will permit access to and through the Lands by Parks Canada as may be necessary for the purpose of protection or preservation of the Trees or for other purposes reasonably associated with the operation and maintenance of the Park trails for so long as the Park is a national park or national park reserve.
4. Huu-ay-aht shall not make an application for registration of indefeasible title (under the provisions of the Final Agreement related to land title) with respect to the Lands unless such application also includes an application to register the interest of Canada hereunder. It will be a condition of such application for registration of indefeasible title and the application to register the interest of Canada hereunder that the applications be treated as a single package and if the Registrar declines to register Canada’s interest, then the indefeasible title of the Owner will not be registered. Either party to this Agreement may register this Agreement in any land registry or land title office or other registration system established or used in respect of the Lands hereafter. At the request of either party, each party will co-operate in executing any documents or plans required to effect such registration and to preserve the substance and priority of this Agreement in relation to the Lands.
5. This Agreement runs with and binds the Lands to the extent necessary to give full force and effect to this Agreement.

HUU-AY-AHT USE OF TREES

6. Huu-ay-aht may, with the prior written consent of Parks Canada, such consent not to be unreasonably withheld, and provided that such cutting will have little detrimental

impact on public access to and the ecological integrity of the Parks and the Lands, cut selected Trees for ceremonial, medicinal or artistic purposes, including:

- a. use of trees, branches or vegetation for sue in oosimch (cleansing rituals) or other traditional ceremonies or uses;
- b. use of trees or branches for use in the collection of herring spawn on boughs;
- c. use of trees, branches or vegetation for the fabrication of tools and implements used in traditional pursuits;
- d. collection of medicinal plants, tress, shrubs or other vegetation for traditional medicines or food, or for demonstration in tourism programs; and
- e. stripping of bark from trees for traditional uses.

7. Huu-ay-aht may, with the written prior consent of Parks Canada, such consent not to be unreasonably withheld, cut or otherwise use selected Trees on the Lands for purposes other than those associated with ceremonial, medicinal or artistic uses, including:

- a. cutting of selected Trees for site clearing for tourism-related programs and buildings, including an ecolodge(s) on the Lands;
- b. in tourism related buildings or trails on the Lands, or in the Park, or in a building or on a facility that is intended to benefit Huu-ay-aht outside of the two areas, associated with informing and educating people visiting the Parks of First Nations culture and reflecting the traditional use and intrinsic values of such trees such as a traditional long house;
- c. cutting of selected trees to create viewsapes for tourism programs;
- d. collection of medicinal plants, trees, shrubs or other vegetation for demonstration in tourism programs; and
- e. cutting of selected trees for site clearing and for use in the construction of dwellings on the Lands for the direct use of the *Ha'wiih* (hereditary Chiefs) of Huu-ay-aht whose *Hahoulthee* (traditional territory) includes the Lands.

8. Canada will, in determining whether to consent under section 7, take into account whether the cutting or use:

- a. is reasonably required to support implementation of Huu-ay-aht's plans, programs and initiatives;
- b. will have little detrimental impact on public access on the trails; and

- c. will have little detrimental impact on the ecological integrity of the Park and the Lands.
9. Huu-ay-aht will pay all costs associated with the cutting or use of selected Trees under Sections 6 and 7 of this Agreement, and will indemnify Canada against any liabilities or costs caused by or resulting from such cutting or use.
 10. Except as specifically provided in this Agreement, Huu-ay-aht will continue to exercise all the rights, privileges and interests, including all traditional and cultural uses as determined by Huu-ay-aht, in respect of the Lands.

TERMINATION

11. The rights and interests of Huu-ay-aht surrendered will revert to Huu-ay-aht and its members, and any rights or interests granted pursuant to or ancillary to this surrender will terminate, if the Park ceases to be administered as a national park or national park reserve.

INDEMNITY

12. Subject to the *Crown Liability and Proceedings Act* (Canada) and the *Financial Administration Act* (Canada), Canada will save harmless and indemnify the Owner from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Owner by reason of or arising out of:
 - a. any breach, violation or non-performance by Canada of any of Canada's covenants, conditions or obligations under the Agreement; and
 - b. any personal injury, death or property damage arising out of Canada's use of the Right of Way Lands pursuant to the Agreement

DISPUTE RESOLUTION

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

if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this Section for a party to apply to a court of competent

jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

COMPLY WITH LAWS

- 14. Canada will observe, abide by and comply with all applicable laws and regulations of any competent government authority, including an Owner government, affecting the Trail and improvements situate thereon, and including, without limitation, the payment of all applicable taxes without.

NOTICE

- 15. Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the following addresses:

To the Huu-ay-aht:
Huu-ay-aht First Nations

[insert address]

Fax: _____

To Canada:
Minister of the Environment

[insert address]

Fax: _____

The parties have executed this Agreement as of the date of first written above.

HUU-AY-AHT FIRST NATIONS

by its duly authorized signatory:

Name: _____

Title: _____

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

by a duly authorized signatory of the
Minister of the Environment

Name: _____

Title: _____

SCHEDULE “A”

Description of the Lands

RIGHT OF WAY FOR THE WEST COAST TRAIL

This Agreement is made as of _____, _____

BETWEEN:

HUU-AY-AHT FIRST NATIONS

(the “Owner”)

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

as represented by the Minister of the Environment
for the purposes of the Parks Canada Agency

(“Canada”)

WHEREAS:

- A. The Owner, Canada and British Columbia are parties to the Final Agreement.
- B. In accordance with the Final Agreement, the Owner is the owner of the Lands.
- C. In accordance with the Final Agreement, the Owner has agreed to grant to Canada a right of way, necessary for the operation and maintenance of Canada's undertaking, which is operation and maintenance of the West Coast Trail over the Lands, to provide public pedestrian access to and through the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises, the covenants in this Agreement, the sum of one dollar paid by Canada to the HUU-ay-aht First Nations, and other good and valuable consideration, the receipt and sufficiency of which the Owner acknowledges, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 In this Agreement:

- a. **“Agreement”** means this Agreement and all schedules attached to it;
- b. **“Effective Date”** means the “effective date” as that term is defined in the Final Agreement;
- c. **“Final Agreement”** means the Maa-nulth First Nations Final Agreement between the Owner, Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations, Toquaht Nation, Uchucklesaht Tribe, Ucluelet First Nation, Canada and

British Columbia to which this form of Agreement is appended and which incorporates this Agreement;

- d. **“Huu-ay-aht First Nations”** means Huu-ay-aht First Nations, which was, before the Effective Date, a “band” as defined by the *Indian Act*, all of whose rights, titles, interests, assets, obligations and liabilities vest in the Owner on the Effective Date;
- e. **“Lands”** means the portion of the lands and premises which are transferred to the Owner on and after the Effective Date in accordance with Chapter 2 – Lands of the Final Agreement, which are described in Schedule “A” attached hereto;
- f. **“Park”** means Pacific Rim National Park or Pacific Rim National Park Reserve; and
- g. **“West Coast Trail”** means that portion of the West Coast trail through the Lands in existence at the time this Agreement is executed as shown on the *Canada Lands Survey Registry Plan No. 75078* as described in Schedule “B” to this Agreement and a further area extending 10 metres on each side of the trail, and the trail as may be located from time to time in accordance with this Agreement.

1.2 Each capitalized term used in this Agreement, but not otherwise defined in this Agreement, will have the meaning ascribed to it in the Final Agreement.

ARTICLE 2 – RIGHT OF WAY

Right of Way Over the Lands

2.1 The Owner grants and conveys to Canada, for so long as the Park is a national park or national park reserve, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement and right of way for Canada, its licensees, agents, employees, invitees and permittees, at all times, by day and by night at their will and pleasure to:

- a. enter, go, be, return, pass and repass in, on, over, through and along the Lands for the purposes of using, constructing, reconstructing, repairing, improving, upgrading, and maintaining the West Coast Trail;
- b. allow access to the West Coast Trail by visitors to the Park who are travelling by foot; and
- c. do all acts or things necessary or incidental to the foregoing;

to have and to hold unto Canada, from and after the date of this Agreement unless and until discharged by Canada in accordance with 2.3.

Limits on Right of Way

- 2.2 The right of way granted by 2.1 will be subject to the right of the Owner to use those portions of the Lands within which the West Coast Trail is not contained, provided however that the Owner covenants and agrees not to make any use of the Lands that interferes with the right of way herein granted without the consent of Canada, which consent may not be arbitrarily withheld.

Discharge of the Right of Way

- 2.3 All of the rights, licences, liberties, privileges, easements and rights of way granted in this Agreement will exist and continue in perpetuity for so long as the Park is a national park or national park reserve.

Runs with the Land

- 2.4 The rights, licences, liberties, privileges, easements, rights of way and covenants in this Agreement will run with and bind the Lands, for so long as the Park is a national park or national park reserve.

Final Agreement Lands Chapter 2.7.11 Statutory Right of Way

- 2.5 Pursuant to 2.7.11 of the Lands Chapter of the Final Agreement, this Agreement is binding and enforceable as if it were granted pursuant to Section 218 of the *Land Title Act*, as may be amended, and the parties acknowledge that the rights hereby granted are granted for a purpose necessary for the operation and maintenance of the undertaking of Canada.

ARTICLE 3 – MAINTENANCE**Maintenance and Dismantling**

- 3.1 Canada shall at all times and at its own expense maintain the West Coast Trail including but not limited to any improvements on and any works affecting the natural state of the West Coast Trail in a reasonably good and safe condition and state of repair, provided that Canada may dismantle any improvement or work and not replace it if the following conditions are met:
- a. the improvement or work is in such poor physical condition as to no longer be of any use or benefit to the land on which it is situate; and
 - b. it is appropriate to dismantle the improvement for reasons of safety.

Manner of Work

- 3.2 Canada shall carry out any installation, construction, operation, maintenance, removal, or any other activity in respect of the West Coast Trail (including any improvements thereon) in a safe and workmanlike manner with as little injury as possible to the West Coast Trail and surrounding lands.

ARTICLE 4 – RELOCATION

Consent

- 4.1 Where, in the opinion of Canada, it is necessary to relocate the West Coast Trail as a result of actual or anticipated damage or changes arising from natural causes or from the use of the West Coast Trail by hikers or any other cause, Canada may effect the relocation of the West Coast Trail provided that Canada first obtains the consent of the Owner.

Notice

- 4.2 Canada shall deliver notice to the Owner of the proposed relocation of the West Coast Trail, accompanied by a plan detailing the location and nature of the proposed new location and any improvements. The Owner may require Canada to provide such additional information as it may reasonably require in order to make a decision in respect of the proposed relocation.
- 4.3 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the following addresses:

To the Huu-ay-aht First Nations:
Huu-ay-aht First Nations

[insert address]

Fax:

To Canada:
Minister of the Environment

[insert address]

Fax:

Terms of Consent

- 4.4 If the consent required under 4.1 is granted, Canada shall relocate the West Coast Trail only in accordance with the terms of the consent granted by the Owner.

ARTICLE 5 – GENERAL

Information to Hikers

- 5.1 Canada will ensure that hikers are informed by appropriate means, which may include signs on the West Coast Trail, that the West Coast Trail passes through the Lands and that any departure from the West Coast Trail is not permitted.

Registration of this Agreement

- 5.2 Pursuant to 3.5.1 of the Land Title Chapter of the Final Agreement, the Owner shall not make an application for registration of indefeasible title (under the provisions of the Final Agreement related to land title) with respect to the Lands unless such application also includes an application to register the interest of Canada hereunder. It will be a condition of such application for registration of indefeasible title and the application to register the interest of Canada hereunder that the applications be treated as a single package and if the Registrar declines to register Canada's interest, then the indefeasible title of the Owner will not be registered. Either party to this Agreement may register this Agreement in any land registry or land title office or other registration system established or used in respect of the Lands hereafter. At the request of either party, each party will co-operate in executing any documents or plans required to effect such registration and to preserve the substance and priority of this Agreement in relation to the Lands.

Indemnity

- 5.3 Subject to the *Crown Liability and Proceedings Act* (Canada) and the *Financial Administration Act* (Canada), Canada will save harmless and indemnify the Owner from and against all claims, and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Owner by reason of or arising out of:
- a. any breach, violation or non-performance by Canada of any of Canada's covenants, conditions or obligations under the Agreement; and
 - b. any personal injury, death or property damage arising out of Canada's use of the Right of Way Lands pursuant to the Agreement

Dispute Resolution

- 5.4 Any dispute arising out of or in connection with this Agreement will be resolved as follows:
- a. the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

- b. either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute; and
- c. if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this section for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

Gender

- 5.5 In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

Headings

- 5.6 The captions and headings contained in this Agreement are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Agreement.

Severability

- 5.7 If any Article of this Agreement or any part of an Article is found to be illegal or unenforceable, that Article or part will be considered separate and severable, and the remaining Articles or parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.

Governing Law

- 5.8 This Agreement will be governed by and construed in accordance with the applicable laws of British Columbia and Canada.

Waiver

- 5.9 No term, condition, covenant or other provision will be considered to have been waived by one party unless the waiver is expressed in writing by that party. Any waiver of any term, condition, covenant or other provision will 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.

Time of Essence

- 5.10 Time is of the essence in this Agreement.

Comply with Laws

5.11 Canada will observe, abide by and comply with all applicable laws and regulations of any competent government authority, including an Owner government, affecting the West Coast Trail and improvements situate thereon and including, without limitation, the payment of all applicable taxes.

The parties have executed this Agreement as of the date first written above.

HUU-AY-AHT FIRST NATIONS

by its duly authorized signatory:

Name: _____

Title: _____

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

by a duly authorized signatory of the
Minister of the Environment:

Name: _____

Title: _____

SCHEDULE “A”

Description of Lands transferred to the Owner in accordance with the Final Agreement

[Not all the Owners land]

SCHEDULE “B”

Copy of Plan Showing West Coast Trail:

Canada Lands Survey Registry Plan No. 75078

**APPENDIX E-10 PART 2
APPLICABLE FORMS OF DOCUMENTS FOR PUBLIC OR
PRIVATE UTILITY TRANSMISSION, DISTRIBUTION AND
WATERLINE WORKS LISTED IN PART 2 OF APPENDIX E-1,
E-2, E-3 AND E-5, PART 2 OF E-7, PART 1 OF E-8
AND PART 2 OF E-9**

- 1. Distribution Right of Way (BC Hydro and Telus)**
- 2. Right of Way for Waterline**
- 3. Right of Way for Private Utility Distribution Line**

DISTRIBUTION RIGHT OF WAY (BC HYDRO AND TELUS)

This Agreement is made as of _____, _____ 200_

Between:

[Name of First Nation]

[insert address]

(the “Grantor”)

And:

British Columbia Hydro and Power Authority, a corporation continued under the *Hydro and Power Authority Act*, R.S.B.C. 1996, c.212

(“Hydro”)

And:

TELUS Communications Inc., a corporation incorporated under the laws of Canada

(“TELUS”)

WHEREAS:

- A. The Grantor, Canada and British Columbia have entered into a Final Agreement as hereinafter defined.
- B. In accordance with the Final Agreement, the Grantor wishes to provide the grants, as herein provided, to each of Hydro and TELUS with respect to the Grantor’s Lands as hereinafter defined.

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

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) **“Affiliate”** has the meaning ascribed to it in the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended or replaced from time to time and, in the case of TELUS, includes an affiliate (as defined in that Act) of TELUS and any partnership or other unincorporated association in which TELUS or any affiliate (as defined in that Act) of TELUS has a controlling interest;
- (b) **“Agreement”** means this Right of Way Agreement and all schedules attached to it;
- (c) **“Area of the Works”** means those portions of the Lands located within 6 metres of either side of the center of the alignment of the Works and includes the Right of Way Area;
- (d) **“Effective Date”** means the date upon which the Final Agreement will take effect;
- (e) **“Environment”** means all the components of the earth including, without limitation, all layers of the atmosphere, air, land (including, without limitation, all underground spaces and cavities and all lands submerged under water), soil, water (including, without limitation, surface and underground water), organic and inorganic matter and living organisms, the interacting natural systems that include the foregoing and all other external conditions or influences under which humans, animals and plants live or are developed;
- (f) **“Excluded Right of Way Area”** means any right of way area or corridor that is not part of the Lands but in whole or in part passes through the Lands or is adjacent to such Lands;
- (g) **“Final Agreement”** means the _____ Final Agreement among the Grantor, Canada and British Columbia;
- (h) **“Lands”** means the lands and premises which are transferred to the Grantor on and after the Effective Date in accordance with Chapter 2 Lands of the Final Agreement, including those lands which are described in Schedule “A” <and Schedule “C” Note: reference any post-treaty additions to Treaty Settlement Lands in Schedule “C” if applicable> attached to this Agreement;
- (i) **“Right of Way Area”** means those portions of the Lands more particularly described in Section 3 of this Agreement, as may be modified under this Agreement; and

- (j) **“Works”** means:
- (i) as it relates to the rights and responsibilities of Hydro, all things and components, using any type of technology from time to time, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of telecommunications, including: poles, towers, antennae (except for monopole free standing antennae), guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, lines, access nodes and cables, including underground or fibre optic cables, underground conduits, lines and pipes of every kind, cabinets, all ancillary appliances and fittings, reasonably required associated protective installations and related works such as fencing for safety or security, devices and identifying colours for aircraft warning, and utility services for the operation of any of the foregoing;
 - (ii) as it relates to the rights and responsibilities of TELUS, all things and components, using any type of technology from time to time, necessary or convenient for the purpose of telecommunications, including: poles, towers, guy wires, brackets, crossarms, insulators, transformers, anchors, attachments, lines, access nodes and cables, including fibre optic cables, in whole or in part and underground conduits, lines and pipes of every kind, underground cables, including fibre optic cables, together with all ancillary appliances, fittings and cabinets and above ground or underground equipment shelters.

1.2 With respect to any obligation on the part of Hydro or TELUS under this Agreement, any reference to Hydro or TELUS includes their respective servants, officers, employees, agents, contractors, sub-contractors, invitees, licensees, successors, permitted assigns, and those for whom either or both of them is responsible in law.

2.0 GRANT OF RIGHT OF WAY

2.1 The Grantor grants over the Lands separately to each of Hydro and TELUS and their respective employees, representatives, contractors, agents, licensees, successors and assigns, for so long as required, the uninterrupted right, liberty and right of way to:

- (a) use the Right of Way Area as follows:
 - (i) excavate for, construct, install, erect, abandon, replace, extend, upgrade, operate, maintain, remove and repair the Works on, over, in, under, across and through the Right of Way Area; and
 - (ii) clear the Right of Way Area and keep it cleared (including pruning or removal) of any trees or growth at any time located therein;

- (b) use the Area of the Works as follows:
 - (i) enter, work, pass and repass upon, on, and along the Area of the Works;
 - (ii) construct, maintain, repair, replace and use trails, helicopter landing pads, roads, lanes, and bridges on the Area of the Works including, in addition, any portions reasonably required adjacent to the Area of the Works for the sake of continuity, with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro or TELUS in relation to this Agreement;
 - (iii) clear the Area of the Works and keep it cleared of all or any part of any obstruction, improvement or other matter which, in the reasonable opinion of Hydro or TELUS, does or might interfere with or endanger the Works, disrupt service to Hydro's or TELUS's customers, or pose a hazard to persons or property in relation to the Works; and
 - (iv) clear the Area of the Works and keep it cleared (including pruning or removal) of all or any part of any trees or growth which do or might, in the opinion of Hydro or TELUS, interfere with or endanger the Works, disrupt service to Hydro's or TELUS's customers, or pose a hazard to persons or property in relation to the Works;
- (c) to enjoy further rights as follows:
 - (i) Hydro and TELUS may cut trees or growth outside the Area of the Works, if in the opinion of Hydro or TELUS such trees or growth might interfere with or endanger the Works (whether on or off the Lands) or pose a hazard to persons or property in relation to the Works. Hydro and TELUS, as the case may be, will, except in an emergency, give the Grantor written notice prior to exercising their rights under this Section;
 - (ii) Hydro and TELUS may pass and repass over, and maintain, repair replace and use, all trails, roads, lanes, helicopter landing pads, and bridges on the Lands outside of the Area of the Works with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro or TELUS in relation to this Agreement;
 - (iii) if there are no suitable trails, roads, lanes, helicopter landing pads, or bridges under s. 2.1(c) (ii), Hydro and TELUS may either:
 - (a) construct, maintain, repair, replace and pass and repass over trails, helicopter landing pads, roads, lanes or bridges on the Lands; or

- (b) pass and repass over the Lands elsewhere than on trails, helicopter landing pads, roads, lanes and bridges, with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro or TELUS in relation to this Agreement, subject to approval of the route by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Hydro and TELUS do not require such approval if there is an emergency or a reasonably apprehended emergency or for the determination of electricity consumption, but will report to the Grantor the purpose and extent of the access as soon as practicable;
- (iv) to conduct vegetation management upon the Area of the Works, such as the planting of vegetation compatible with the undertakings of Hydro or TELUS, and the application of herbicides and pesticides, provided that Hydro and TELUS will not conduct any aerial application of herbicides or pesticides on the Lands;
- (v) to install, maintain and use gates in all fences which are now or hereafter shall be on the Right of Way Area and in fences affecting access to the Area of the Works;
- (vi) to ground any structures, installation or things, by whomsoever owned, from time to time situated anywhere on the Right of Way Area or adjacent Lands where, in the reasonable opinion of Hydro and TELUS, such grounding will eliminate or reduce hazards to persons or property in relation to the Works;
- (vii) Hydro and TELUS may enter onto the Lands outside the Area of the Works for the purpose of undertaking works to protect any Works located within the Lands or within an Excluded Right of Way Area or to protect persons or property that may be at risk from such Works, provided that:
 - (a) Hydro or TELUS will before commencing such works deliver to the Grantor for approval a written work plan describing the proposed work on the Lands;
 - (b) the Grantor will not unreasonably withhold, condition or delay approval of such work plan, and shall take into consideration the effect of the proposed work, the cost of the proposed work compared to the cost of alternate solutions and the extent of the risk of not undertaking the work. If Hydro or TELUS, as the case may be, and the Grantor cannot agree on a work plan requested by Hydro or TELUS within 30 days of receipt by the Grantor of the proposed work plan, then either party may

refer the disagreement to dispute resolution under Section 18 of this Agreement;

- (c) Hydro or TELUS, as the case may be, will pay compensation for any damage to the Lands resulting from the work plan;
 - (d) in an emergency Hydro and TELUS may, without approval of the Grantor, undertake works and take such steps on the Lands as are reasonably required to be taken immediately in order to protect the Works, or to protect persons or property that may be at risk from the Works, and in that event Hydro or TELUS will as soon as reasonably possible notify the Grantor; and
- (d) generally, do all such other acts or things as may reasonably be necessary or incidental to the business of Hydro or TELUS in connection with any of the above.

3.0 RIGHT OF WAY AREA

3.1 The Right of Way Area consists of:

- (a) all portions of the Lands reasonably required for the following:
 - (i) those Works existing at the date of this Agreement;
 - (ii) any additional Works constructed adjacent to, along the sides of or across any roads, lanes or bridges from time to time existing on or through the Lands;
 - (iii) any additional Works that provide service to any lands adjacent to any roads, lanes, or bridges from time to time existing on or through the Lands;
 - (iv) any additional Works that provide service to any lands or customers where the landowners of any intervening parcels consent to the installation of any such Works; and
- (b) any such other portions of the Lands as may from time to time be consented to in writing by the Grantor, or by any delegate appointed by the Grantor.

3.2 The parties agree that the sketch plan attached to this Agreement as Schedule “B” reasonably represents the approximate location of the Works existing as of the date of this Agreement.

3.3 Nothing in this Section 3 is intended to affect the rights of Hydro or TELUS to make arrangements directly with a person in legal possession of any lands for the construction of the Works.

4.0 NON-EXCLUSIVE USE

4.1 Notwithstanding anything else in this Agreement, Hydro and TELUS acknowledge and agree that:

- (a) this Agreement does not grant a fee in the Lands, but rather grants a non-exclusive use over the Area of the Works; and
- (b) subject to the rights granted to Hydro and TELUS in this Agreement, the Grantor may grant other interests on the Area of the Works.

5.0 PROTECTION OF THE ENVIRONMENT

5.1 Hydro and TELUS will undertake activities permitted under this Agreement having regard for the impact on the Environment, and will take prudent measures to minimize any danger or disruption to the Environment.

6.0 COVENANTS OF HYDRO AND TELUS

6.1 Hydro and TELUS each covenant separately with the Grantor to:

- (a) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Hydro or TELUS, as the case may be, which relate to the Right of Way Area and which Hydro or TELUS is liable to pay;
- (b) keep the portions of the Lands used by Hydro or TELUS under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation by Hydro or TELUS of such Lands, as the case may be, provided that Hydro and TELUS have no obligation to keep any roads within the Area of the Works suitable for use by anyone except Hydro and TELUS;
- (c) bury and maintain all underground works as may be required so as not to unduly interfere with the drainage of the Lands;
- (d) take all reasonable steps and precautions to minimize disturbance of any archaeological material discovered by Hydro or TELUS on the Right of Way Area, and to immediately notify the Grantor;
- (e) not bury debris or rubbish of any kind on the Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds; and
- (f) not commit or suffer any willful or voluntary waste, spoil or destruction on the Right of Way Area, or do or suffer to be done anything that may be or become a nuisance to the Grantor, except to the extent required by Hydro or TELUS, acting reasonably, to exercise the rights granted under this Agreement.

7.0 NEW WORKS CONSTRUCTED BY HYDRO OR TELUS

7.1 Hydro or TELUS, as the case may be, will, at the request of the Grantor, provide to the Grantor a sketch plan showing with reasonable accuracy the location of any new Works constructed on the Lands which are not extensions or additions to existing Works.

8.0 RELOCATION OF HYDRO AND TELUS WORKS DUE TO CHANGE

8.1 If a material change occurs to the Lands, such as erosion, which for any reason makes the continued use of any portion of the Right of Way Area or an Excluded Right of Way Area unsuitable for any of the Works, then the Grantor will, at no cost to Hydro and TELUS, consent to the relocation and replacement of such Works to a new location on the Lands, as follows:

- (a) Hydro or TELUS, as the case may be, will, before undertaking any work, deliver a sketch plan to the Grantor indicating the contemplated relocation of the Works for approval by the Grantor, which approval will not be unreasonably withheld, delayed or made subject to any unreasonable conditions;
- (b) Hydro or TELUS, as the case may be, will take into account any likely material effect of the relocated Works on adjacent lands, and the Grantor will take into account the cost efficiencies of the location selected by Hydro or TELUS for the relocated Works in relation to alternative locations; and
- (c) the terms and conditions of this Agreement will cover the relocated Works.

9.0 RELOCATION OF HYDRO WORKS AT THE REQUEST OF THE GRANTOR

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

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

10.0 RELOCATION OF TELUS WORKS AT THE REQUEST OF THE GRANTOR

10.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, TELUS will relocate any Works in the Right of Way Area to a new location on the Lands, provided that:

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

11.0 FENCING

11.1 With the exception of transformer stations and equipment shelters, Hydro and TELUS will not fence the Area of the Works without the prior consent of the Grantor.

12.0 INSPECTIONS

12.1 It will be lawful for the Grantor at all reasonable times to enter upon the Right of Way Area for the purposes of inspecting the Right of Way Area and the Works.

13.0 RESTORATION

13.1 When a portion of the Right of Way Area is no longer required for the Works, Hydro or TELUS, as the case may be, will restore the ground surface of the affected portion of the Right of Way Area, as near as is reasonably practicable to its condition prior to the installation of the Works, including the removal of any above ground Works, underground transformers and, where practicable and at the request of the Grantor, any cables located within underground ducts in such portion of the Right of Way Area.

13.2 This Section will survive the expiration of the Agreement.

14.0 REMOVAL OF WORKS

14.1 If certain Works are no longer required by Hydro and TELUS under this Agreement:

- (a) Hydro or TELUS, as the case may be, may, subject to the consent of the Grantor, abandon the Works and transfer to the Grantor all ownership, right and interest in the whole or part of the Works. If the consent of the Grantor is not obtained within one year after the date of the expiration of the Agreement, Hydro or TELUS, as the case may be, will remove the above ground Works, underground transformers and, where practicable and at the request of the Grantor, any cables located within underground ducts as soon as reasonably possible in the circumstances; and
- (b) Hydro or TELUS, as the case may be, will decommission any roads no longer required in relation to such Works.

14.2 Hydro will remain liable for any environmental damage to the Lands arising from any below ground Works that remain on or in the Right of Way Area after the expiration of this Agreement, except that if the Grantor uses or authorizes the use of the remaining below ground Works for any purpose, then Hydro will not be liable for any environmental damage caused by the Grantor's use, or authorized use.

14.3 TELUS will remain liable for any environmental damage to the Lands arising from any below ground Works that remain on or in the Right of Way Area after the expiration of this Agreement, except that if the Grantor uses or authorizes the use of the remaining below ground Works for any purpose, then TELUS will not be liable for any environmental damage caused by the Grantor's use, or authorized use.

14.4 Sections 14.1, 14.2 and 14.3 will survive the expiration of this Agreement.

15.0 COVENANTS OF THE GRANTOR

15.1 The Grantor covenants with Hydro and TELUS that:

- (a) Hydro and TELUS shall and may peaceably enjoy and hold the rights granted in this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any other person lawfully claiming from or under the Grantor, provided however that nothing in this Section 15.1 shall limit the Grantor's right of inspection pursuant to Section 12.1;
- (b) The Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, fill, obstruction, equipment, thing or inflammable substance, or plant any growth upon the Area of the Works, if any such action or thing, in the reasonable opinion of Hydro or TELUS:
 - (i) may interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;

- (ii) may obstruct access to the Works or any part thereof by those authorized by Hydro or TELUS; or
 - (iii) may by its operation, use, maintenance or existence on the Area of the Works create or increase any hazard to persons or property in relation to the Works;
- (c) The Grantor will not carry out blasting or aerial logging operations on or adjacent to the Area of the Works without prior written permission from Hydro and TELUS, which permission will not be unreasonably withheld, conditioned or delayed; and
- (d) The Grantor will not diminish or increase the ground elevation in the Area of the Works by any method, including piling any material or creating any excavation, drain, or ditch in the Area of the Works, unless permission in writing from Hydro and TELUS has first been received, which permission will not be unreasonably withheld, conditioned or delayed.

16.0 COMPENSATION FOR DAMAGES

16.1 Subject to the rights granted in this Agreement, Hydro and TELUS covenant with the Grantor that if Hydro or TELUS, or their respective contractors, damage any structures, buildings, fixtures, improvements, or chattels outside of the Area of the Works, or damage any crops, merchantable timber, livestock, drains, ditches, culverts, fences, trails, bridges, or roads on the Lands, and such damage is not caused as a result of the Grantor's breach of the terms of this Agreement or the negligence or willful act of the Grantor or its contractors, agents or permittees, then Hydro or TELUS, as the case may be, will:

- (a) compensate the Grantor for such damages, to the extent caused by Hydro or TELUS; or
- (b) within a reasonable period of time, repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage.

16.2 Compensation paid to the Grantor for merchantable timber pursuant to Section 16.1 will be in accordance with generally accepted principles of timber valuation and the parties agree that on payment, title to any timber cut on the Lands under this Agreement will vest in Hydro or TELUS, as the case may be.

17.0 INDEMNITY

17.1 Hydro will save harmless and indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:

- (a) any breach, violation or non-performance by Hydro of any of Hydro's covenants, conditions or obligations under this Agreement; and
- (b) any act or omission on the part of Hydro in respect of or in relation to its Works including the construction, maintenance, operation or decommissioning of its Works, but only to the extent any such matter is found to be the responsibility of Hydro and was not contributed to by the negligence, breach, violation or non-performance of the Grantor, and not for any matters based on nuisance or the rule in *Rylands v. Fletcher* unless Hydro was negligent.

17.2 TELUS will save harmless and indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:

- (a) any breach, violation or non-performance by TELUS of any of TELUS' covenants, conditions or obligations under this Agreement; or
- (b) any act or omission on the part of TELUS in respect of or in relation to its Works including the construction, maintenance, operation or decommissioning of its Works, but only to the extent any such matter is found to be the responsibility of TELUS and was not contributed to by the negligence, breach, violation or non-performance of the Grantor.

18.0 DISPUTE RESOLUTION

18.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
- (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute;
- (c) if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is incompatible with this Section for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief; and
- (d) for the purposes of this Article, Hydro and TELUS will only be considered as one party where the dispute arises between the Grantor, on the one hand, and Hydro and TELUS jointly, on the other.

19.0 RUNS WITH THE LAND

19.1 This Agreement runs with and binds the Lands to the extent necessary to give full force and effect to this Agreement.

20.0 ASSIGNMENT

20.1 This Agreement:

- (a) may not be assigned in part or in whole or otherwise transferred without the prior written consent of the Grantor, which consent will not be unreasonably withheld, conditioned or delayed; but
- (b) may be assigned or otherwise transferred to an Affiliate without consent.

20.2 During any time that TELUS carries on business as a telecommunications services provider in partnership with an Affiliate of TELUS, TELUS may allow that partnership and its members to exercise some or all of the rights granted to TELUS in this Agreement, provided that TELUS ensures that the partnership and its members comply with TELUS' obligations in this Agreement. For greater certainty, TELUS shall remain fully liable for all of its obligations under this Agreement in such circumstances.

21.0 NOTICE

21.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the following addresses:

To the Grantor:

[Name of First Nation]
[address, etc.]

To Hydro:

Manager, Properties
B.C. Hydro
8th Floor – 333 Dunsmuir Street
Vancouver, British Columbia
V6B 5R3

Fax: (604) 623-3951

To TELUS:

Manager, Real Estate
TELUS
15-3777 Kingsway
Burnaby, British Columbia
V5H 3Z7

Fax: (604) 599-0396

21.2 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

- (a) if it was delivered personally or by courier, on the next business day;
- (b) if it was sent by fax, on the next business day; or
- (c) if it was sent by mail, on the sixth day after the notice was mailed.

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

21.3 A change of address by any party may be given to the others in accordance with this provision.

22.0 GENERAL

22.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.

22.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

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

22.4 Any party to this Agreement may register this Agreement in any land registry system established or used by the Grantor for lands within its jurisdiction. At the request of any party to this Agreement, all parties will cooperate in executing any documents or plans required to accomplish the registration of this Agreement and to preserve the substance and priority of this Agreement in relation to those portions of the Lands affected by this Agreement.

22.5 Hydro or TELUS may grant licences respecting their rights under this Agreement to anyone, in whole or in part, without the prior written consent of the Grantor provided that no licence will act as a release of any of Hydro's or TELUS's obligations set out in this Agreement.

22.6 A delegate appointed by the Grantor may provide Hydro and TELUS with all commentary, authorizations and approvals required pursuant to this Agreement including without limitation, all commentary, authorizations or approvals required in relation to sketch plans, access to the Area of the Works, and relocations or replacements of any Works.

22.7 This Agreement may not be amended except by written agreement signed by all parties to this Agreement.

23.0 INTERPRETATION

23.1 In this Agreement:

- (a) all attached schedules form an integral part of this Agreement;
- (b) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;
- (c) 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 WHEREOF the parties have duly executed this Agreement, as of the date first referred to above.

British Columbia Hydro and Power

Authority by its authorized signatory:

Signature: _____

Name (Printed): _____

Title: _____

TELUS Communications Inc. by its authorized signatory:

Signature: _____

Name (Printed): _____

Title: _____

Grantor, by its authorized signatory:

Signature: _____

Name: _____

Title: _____

SCHEDULE “A”

[Lands transferred to the Grantor in accordance with the Final Agreement)

SCHEDULE “B”

(Sketch Plan of Works, pursuant to Section. 3.2 of the Agreement)

SCHEDULE “C”

(Lands that may be added post treaty, as identified in the Final Agreement)

RIGHT OF WAY FOR WATERLINE

This Agreement is made as of _____, 200__.

Between:

MAA-NULTH FIRST NATION
P.O. Box 70
Bamfield, BC
V0R 1B0

(the “Grantor”)

And:

INTEREST HOLDER

Address

(the “Grantee”)

WHEREAS:

- A. The Grantor, Canada and British Columbia have entered into a Final Agreement as hereinafter defined.
- B. In accordance with the Final Agreement, the Grantor wishes to provide the grants, as herein provided, to the Grantee with respect to the Grantor’s Lands as hereinafter defined.
- C. The interest granted is necessary for the operation and maintenance of the Grantees’ undertaking.

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

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) **“Agreement”** means this Right of Way Agreement and all schedules attached to it;

- (b) **“Fee”** means, on the Effective Date the sum of \$1.00, for the full term of the Agreement;
- (c) **“Final Agreement”** means the Maa-nulth Final Land Claims Agreement among the Grantor, Canada and British Columbia;
- (d) **“Right of Way Area”** means the Plans of Survey, dated _____ hereto attached in Schedule A;
- (e) **“Works”** means works necessary for the conveyance of water and all ancillary appliances and fittings reasonably required associated protective installations and related works for the operation of conveying water to the Grantee’s operations on the west coast of Vancouver Island and for providing vehicular access to the Right of Way Area.

2.0 GRANT OF RIGHT OF WAY

2.1 The Grantor grants over the Right of Way Area to the Grantee, and its employees, representatives, contractors, agents, licensees, successors and assigns for so long as required, the exclusive uninterrupted right, liberty and right of way to enter in, upon, under, over and through the Right of Way Area, with or without equipment, machinery and materials as reasonably required by the Grantee, for the purposes of constructing, operating, removing, replacing, reconstructing, repairing, and safeguarding thereon a water pipeline and all the works of the Grantee necessary for its undertaking.

3.0 EXCLUSIVE USE

3.1 Notwithstanding anything else in this Agreement, the Grantee and the Grantor acknowledge and agree that this Agreement does not grant a fee in the Lands, but rather grants an exclusive use over the Right of Way Area.

4.0 COVENANTS OF THE GRANTEE

4.1 The Grantee covenants with the Grantor to:

- (a) [to provide water to the users on the former Sachsa Indian Reserve No. 4 for domestic and fire protection purposes without charge as compensation for so long as the Right of Way Area is used to convey water;]

Note: clause A only applicable to Bamfield Regional District Right of Way

- (b) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of the Grantee, which relate to the Right of Way Area and which the Grantee is liable to pay;

- (c) keep the portions of the Right of Way Area used by the Grantee under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of such Lands by the Grantee, provided that the Grantee has no obligation to keep any trails, roads, lanes or bridges within the Right of Way Area suitable for use by anyone except the Grantee; and
- (d) not commit or suffer any willful or voluntary waste, spoil or destruction on the Right of Way Area, or anything that may be or become a nuisance to the Grantor, except to the extent required by the Grantee, acting reasonably, to exercise the rights granted under this Agreement.

5.0 RELOCATION OF WORKS DUE TO CHANGE

5.1 If a material change occurs to the Lands, such as erosion, which for any reason makes the continued use of any portion of the Right of Way Area unsuitable for any of the Works, then the Grantor will, at no cost to the Grantee, consent to the relocation and replacement of such Works to a new location on the Lands, as follows:

- (a) the Grantee will, before undertaking any work, deliver a sketch plan to the Grantor indicating the contemplated relocation of the Works for approval by the Grantor, which approval will not be unreasonably withheld, delayed or made subject to any unreasonable conditions;
- (b) the Grantee will take into account any likely material effect of the relocated Works on adjacent lands, and the Grantor will take into account the cost efficiencies of the location selected by the Grantee for the relocated Works in relation to alternative locations; and
- (c) the terms and conditions of this Agreement will cover the relocated Works.

6.0 RELOCATION OF WORKS AT THE REQUEST OF THE GRANTOR

6.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, the Grantee will relocate any Works in the Right of Way Area to a new location on the Lands, provided that:

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

7.0 INSPECTIONS

7.1 It will be lawful for the Grantor at all reasonable times to enter upon the Right of Way Area for the purposes of examining the Right of Way Area and the Works.

8.0 RESTORATION

8.1 When all or a portion of the Right of Way Area is no longer required for the Works, the Grantee will at the written request of the Grantor, either

- (a) fully decommission, by removing Works and restoring the ground surface to allow for the regeneration of the natural vegetation, the Right of Way Area so as to be comparable to the surrounding ecosystem; or
- (b) abandon its interest and Works in the Right of Way Area and transfer to the Grantor all ownership, rights and interest in the whole or part of the Works.

8.2 This Section will survive the expiration of the Agreement.

9.0 COVENANTS OF THE GRANTOR

9.1 The Grantor covenants with the Grantee that:

- (a) the Grantee shall and may peaceably enjoy and hold the rights granted in this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any other person lawfully claiming from or under the Grantor, provided however that nothing in this Section 9 shall limit the Grantor's right of inspection pursuant to Section 7.1;
- (b) The Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, obstruction, equipment, thing or inflammable substance, or plant any growth upon the Right of Way Area, if any such action or thing, in the reasonable opinion of the Grantee:
 - (i) may interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;
 - (ii) may obstruct access to the Works or any part thereof by those authorized by the Grantee; or
 - (iii) may by its operation, use, maintenance or existence on the Right of Way Area create or increase any hazard to persons or property in relation to the Works; or
 - (iv) may interfere with any rights granted under this Agreement.

10.0 INDEMNITY

10.1 The Grantee will save harmless and indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:

- (a) any breach, violation or non-performance by the Grantee of any of the Grantee's covenants, conditions or obligations under this Agreement;
- (b) any act or omission on the part of the Grantee in respect or in relation to its Works including the construction, maintenance, operation or decommissioning of its Works, but only to the extent any such matter is found to be the responsibility of the Grantee and was not contributed to by the negligence, breach, violation or non-performance of the Grantor, and not for any matters based on nuisance or the rule in *Rylands v. Fletcher* unless the Grantee was negligent; and
- (c) any personal injury, death or property damage arising out of the Grantee's use of the Right of Way Area pursuant to this Agreement.

11.0 DISPUTE RESOLUTION

11.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
- (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute; and
- (c) if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this Section for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

12.0 RUNS WITH THE LAND

12.1 This Agreement runs with and binds the Lands to the extent necessary to give full force and effect to this Agreement.

13.0 ASSIGNMENT

13.1 This Agreement may not be assigned in part or in whole or otherwise transferred without the prior written consent of the Grantor, which consent will not be unreasonably withheld, conditioned or delayed.

14.0 NOTICE

14.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the following addresses:

To the Grantor:
(Insert Maa-nulth First Nation)
Address

To the Grantee:
(Insert Grantee)
Address

14.2 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

- (a) if it was delivered personally or by courier, on the next business day;
- (b) if it was sent by fax, on the next business day; or
- (c) if it was sent by mail, on the sixth day after the notice was mailed.

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

14.3 A change of address by any party may be given to the other in accordance with this provision.

15.0 GENERAL

15.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.

- 15.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.
- 15.3 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.
- 15.4 Any party to this Agreement may register this Agreement in any land registry system established or used by the Grantor for lands within its jurisdiction. At the request of any party to this Agreement, all parties will cooperate in executing any documents or plans required to accomplish the registration of this Agreement and to preserve the substance and priority of this Agreement in relation to those portions of the Right of Way Area affected by this Agreement.
- 15.5 The Grantee may grant contracts respecting its rights under this Agreement to anyone, in whole or in part, without the prior written consent of the Grantor provided that no contract will act as a release of any of the Grantee's obligations set out in this Agreement.
- 15.6 This Agreement may not be amended except by written agreement signed by both parties to this Agreement.

16.0 INTERPRETATION

- 16.1 In this Agreement:
- (a) all attached schedules form an integral part of this Agreement;
 - (b) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement; and
 - (c) if any provision is determined by a court 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 WHEREOF the parties have duly executed this Agreement, as of the date first referred to above.

The Grantee by its duly authorized signatory:

Signature: _____

Name: _____

Title: _____

The **Maa-nulth First Nation** by its duly authorized signatory:

Signature: _____

Name: _____

Title: _____

SCHEDULE “A”

List of Interests that are being replaced:

RIGHT OF WAY FOR PRIVATE UTILITY DISTRIBUTION LINE

This Agreement is made as of _____, 200__.

Between:

Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations of

(the "Grantor")

And:

KYUQUOT POWER LTD, of

(the "Grantee")

WHEREAS:

- A. The Grantor, Canada and British Columbia have entered into a Final Agreement as hereinafter defined.
- B. In accordance with the Final Agreement, the Grantor wishes to provide the grants, as herein provided, to the Grantee with respect to the Grantor's Lands as hereinafter defined.
- C. The interest granted is necessary for the operation and maintenance of the Grantee's undertaking.

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

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) **"Agreement"** means this Right of Way Agreement and all schedules attached to it;
- (b) **"Fee"** means, on the Effective Date, the sum of \$___ for the full term of the Agreement;
- (c) **"Final Agreement"** means the Maa-nulth First Nations Final Agreement among the Grantor, Huu-ay-aht First Nations, Toquaht Nation, Uchucklesaht Tribe, Ucluelet First Nation, Canada and British Columbia, to which this form of Agreement is appended and which incorporates this Agreement;

- (d) **“Lands”** means that part or those parts of the following described land shown outlined by bold line attached hereto as “Schedule “A”;
- (e) **“Right of Way Area”** means the area in heavy outline on the survey plan, dated hereto attached as Schedule “B”;
- (f) **“Works”** means all things and components, using any type of technology from time to time, necessary or convenient for the purposes of transmitting and distributing electricity, including: poles, towers, guy wires, brackets, crossarms, insulators, transformers, anchors, attachments, lines, and access nodes, together with all ancillary appliances, fittings and equipment.

2.0 GRANT OF RIGHT OF WAY

2.1 The Grantor grants to the Grantee, and its employees, representatives, contractors, agents, licensees, successors and assigns for so long as required, the uninterrupted right, liberty and right of way to enter in, upon, under, over and through:

- (a) the Right of Way Area, with or without equipment, machinery and materials as reasonably required by the Grantee, for the purposes of constructing, operating, removing, replacing, reconstructing, repairing, and safeguarding thereon the Works; and
- (b) the Lands, with or without equipment, machinery and materials as reasonably required by the Grantee for the purposes of:
 - (i) gaining reasonable access across the Lands to access the Right of Way Area;
 - (ii) cutting trees or growth adjacent to the Right of Way Area, if in the opinion of the Grantee, such trees or growth might interfere with or endanger the Works or pose a hazard to persons or property in relation to the Works; or
 - (iii) grounding any structures, installation or things by whomsoever owned from time to time located on the Lands adjacent to the Right of Way Area where, in the reasonable opinion of the Grantee, such grounding will eliminate or reduce hazards to persons or property in relation to the Works.

The Grantee will, except in an emergency, give the Grantor written notice prior to exercising its rights under Subsection (b)(ii) and (b)(iii).

3.0 NON-EXCLUSIVE USE

3.1 Notwithstanding anything else in this Agreement, the Grantee and the Grantor acknowledge and agree that:

- (a) this Agreement does not grant a fee in the Lands, but rather grants a non-exclusive use over the Right of Way Area; and
- (b) subject to the rights granted to the Grantee in this Agreement, the Grantor may grant other interests in the Right of Way Area.

4.0 COVENANTS OF THE GRANTEE

4.1 The Grantee covenants with the Grantor to:

- (a) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of the Grantee, which relate to the Right of Way Area and which the Grantee is liable to pay;
- (b) keep the portions of the Lands, including the Right of Way Area, used by the Grantee under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of such Lands by the Grantee, provided that the Grantee has no obligation to keep any trails, roads, lanes or bridges within the Right of Way Area suitable for use by anyone except the Grantee;
- (c) not commit or suffer any willful or voluntary waste, spoil or destruction on the Right of Way Area, or anything that may be or become a nuisance to the Grantor, except to the extent required by the Grantee, acting reasonably, to exercise the rights granted under this Agreement; and
- (d) take all reasonably steps and precautions to minimize disturbance of any archaeological material discovered by the Grantee on the Right of Way Area, and to immediately notify the Grantor.

5.0 RELOCATION OF WORKS DUE TO CHANGE

5.1 If a material change occurs to the Lands, such as erosion, which for any reason makes the continued use of any portion of the Right of Way Area unsuitable for any of the Works, then the Grantor will, at no cost to the Grantee, consent to the relocation and replacement of such Works to a new location on the Lands, as follows:

- (a) the Grantee will, before undertaking any work, deliver a sketch plan to the Grantor indicating the contemplated relocation of the Works for approval by the Grantor, which approval will not be unreasonably withheld, delayed or made subject to any unreasonable conditions;
- (b) the Grantee will take into account any likely material effect of the relocated Works on adjacent lands, and the Grantor will take into account the cost efficiencies of the location selected by the Grantee for the relocated Works in relation to alternative locations; and

- (c) the terms and conditions of this Agreement will cover the relocated Works.

6.0 RELOCATION OF WORKS AT THE REQUEST OF THE GRANTOR

6.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, the Grantee will relocate any Works in the Right of Way Area to a new location on the Lands, provided that:

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

7.0 INSPECTIONS

7.1 It will be lawful for the Grantor at all reasonable times to enter upon the Right of Way Area for the purposes of inspecting the Right of Way Area and the Works.

8.0 RESTORATION

8.1 When all or a portion of the Right of Way Area is no longer required for the Works, the Grantee will at the written request of the Grantor, either

- (a) fully decommission, by removing Works and restoring the ground surface to allow for the regeneration of the natural vegetation, the Right of Way Area so as to be comparable to the surrounding ecosystem; or
- (b) abandon its interest and Works in the Right of Way Area and transfer to the Grantor all ownership, rights and interest in the whole or part of the Works.

8.2 This Section will survive the expiration of the Agreement.

9.0 COVENANTS OF THE GRANTOR

9.1 The Grantor covenants with the Grantee that:

- (a) the Grantee shall and may peaceably enjoy and hold the rights granted in this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any other person lawfully claiming from or

under the Grantor, provided however that nothing in this Section 9 shall limit the Grantor's right of inspection pursuant to Section 7.1;

- (b) The Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, obstruction, equipment, thing or inflammable substance, or plant any growth upon the Right of Way Area, if any such action or thing, in the reasonable opinion of the Grantee:
 - (i) may interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;
 - (ii) may obstruct access to the Works or any part thereof by those authorized by the Grantee; or
 - (iii) may by its operation, use, maintenance or existence on the Right of Way Area create or increase any hazard to persons or property in relation to the Works; or
 - (iv) may interfere with any rights granted under this Agreement.

10.0 INDEMNITY

10.1 The Grantee will save harmless and indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:

- (a) any breach, violation or non-performance by the Grantee of any of the Grantee's covenants, conditions or obligations under this Agreement;
- (b) any act or omission on the part of the Grantee in respect or in relation to its Works including the construction, maintenance, operation or decommissioning of its Works, but only to the extent any such matter is found to be the responsibility of the Grantee and was not contributed to by the negligence, breach, violation or non-performance of the Grantor, and not for any matters based on nuisance or the rule in *Rylands v. Fletcher* unless the Grantee was negligent; and
- (c) any personal injury, death or property damage arising out of the Grantee's use of the Right of Way Area pursuant to this Agreement.

11.0 DISPUTE RESOLUTION

11.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
- (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute; and
- (c) if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this Section for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

12.0 RUNS WITH THE LAND

12.1 This Agreement runs with and binds the Lands to the extent necessary to give full force and effect to this Agreement.

13.0 ASSIGNMENT

13.1 This Agreement may not be assigned in part or in whole or otherwise transferred without the prior written consent of the Grantor, which consent will not be unreasonably withheld, conditioned or delayed.

14.0 NOTICE

14.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the following addresses:

To the Grantor: _____

Fax: _____

To the Grantee: _____

Fax: _____

14.2 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

- (a) if it was delivered personally or by courier, on the next business day;
- (b) if it was sent by fax, on the next business day; or
- (c) if it was sent by mail, on the sixth day after the notice was mailed.

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

14.3 A change of address by any party may be given to the other in accordance with this provision.

15.0 GENERAL

15.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.

15.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

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

15.4 Any party to this Agreement may register this Agreement in any land registry system established or used by the Grantor for lands within its jurisdiction. At the request of any party to this Agreement, all parties will cooperate in executing any documents or plans required to accomplish the registration of this Agreement and to preserve the substance and priority of this Agreement in relation to those portions of the Right of Way Area affected by this Agreement.

15.5 The Grantee may grant contracts respecting its rights under this Agreement to anyone, in whole or in part, without the prior written consent of the Grantor provided that no contract will act as a release of any of the Grantee 's obligations set out in this Agreement.

15.6 This Agreement may not be amended except by written agreement signed by both parties to this Agreement.

16.0 INTERPRETATION

16.1 In this Agreement:

- (a) all attached schedules form an integral part of this Agreement;
- (b) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement; and
- (c) if any provision is determined by a court 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 WHEREOF the parties have duly executed this Agreement, as of the date first referred to above.

[GRANTEE] by its duly authorized signatory:

Signature: _____

Name: _____

Title: _____

Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations by its duly authorized signatory:

Signature: _____

Name: _____

Title: _____

SCHEDULE “A”

[Plan showing portion of the Lands]

SCHEDULE “B”

[Plan showing the Right of Way Area outlined by bold line]

**APPENDIX E-10 PART 3
APPLICABLE FORMS OF DOCUMENTS
FOR POTENTIAL FUTURE PUBLIC UTILITY TRANSMISSION
AND DISTRIBUTION WORKS**

- 1. Distribution Right of Way – Uchucklesaht Tribe (BC Hydro)**
- 2. Transmission Right of Way – Toquaht Nation (BC Hydro)**
- 3. Transmission Right of Way – Ucluelet First Nation (BC Hydro)**

DISTRIBUTION RIGHT OF WAY – UCHUCKLESAHT TRIBE (BC HYDRO)

This Agreement is made as of _____, 200__

Between:

[Name of First Nation]

[insert address]

(the “Grantor”)

And:

British Columbia Hydro and Power Authority, a corporation continued under the *Hydro and Power Authority Act*, R.S.B.C. 1996, c.212

(“Hydro”)

WHEREAS:

- A. The Grantor, Canada and British Columbia have entered into a Final Agreement as hereinafter defined.
- B. In accordance with the Final Agreement, the Grantor wishes to provide the grants, as herein provided, to Hydro with respect to the Grantor’s Lands as hereinafter defined.

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

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) “**Affiliate**” has the meaning ascribed to it in the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended or replaced from time to time;
- (b) “**Agreement**” means this Right of Way Agreement and all schedules attached to it;
- (c) “**Area of the Works**” means the area:
 - (i) 6 metres on either side of the Centre Line;

- (ii) 6 metres on any side of the Diesel Generating Facilities, if not enclosed by a fence; or
 - (iii) 6 metres beyond any fence enclosing the Diesel Generating Facilities.
- (d) **“Centre Line”** means the centre of the alignment of the Electrical Distribution Works.
- (e) **“Diesel Generating Facilities”** means all transformer stations, generating facilities, equipment stations, equipment shelters, and other similar or related improvements, including fencing:
 - (i) installed or constructed on the Right of Way Area by Hydro, in accordance with the requirements of this Agreement; and/or
 - (ii) transferred to Hydro for use in this Agreement;
- (f) **“Electrical Distribution Works”** means all things and components, using any type of technology from time to time, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of telecommunications, including: poles, towers, antennae (except for monopole free standing antennae), guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, lines, access nodes and cables, including underground or fibre optic cables, underground conduits, lines and pipes of every kind, cabinets, all ancillary appliances and fittings, reasonably required associated protective installations and related works such as fencing for safety or security, devices and identifying colours for aircraft warning, and utility services for the operation of any of the foregoing, but excluding transmission towers and Diesel Generating Facilities.
- (g) **“Effective Date”** means the date upon which the Final Agreement will take effect;
- (h) **“Environment”** means all the components of the earth including, without limitation, all layers of the atmosphere, air, land (including, without limitation, all underground spaces and cavities and all lands submerged under water), soil, water (including, without limitation, surface and underground water), organic and inorganic matter and living organisms, the interacting natural systems that include the foregoing and all other external conditions or influences under which humans, animals and plants live or are developed;
- (i) **“Excluded Right of Way Areas”** means any right of way area or corridor that is not part of the Lands but in whole or in part passes through the Lands or is adjacent to such Lands;

- (j) **“First Tenure Date”** means the earliest date that Hydro acquired tenure in the Lands in respect of the Hydro Works, whether by permit under Section 28(2) of the *Indian Act*, or by any other form of tenure.
- (k) **“Final Agreement”** means the ____ Final Agreement among the Grantor, Canada and British Columbia;
- (l) **“Hydro Works”** means the Electrical Distribution Works and the Diesel Generating Facilities of Hydro and its Affiliates, as they may exist on the Right of Way Area from time to time, as shown on the plan of the Hydro Works attached as Schedule B, as amended from time to time;
- (m) **“Lands”** means the lands and premises which are transferred to the Grantor on and after the Effective Date in accordance with Chapter 2 Lands of the Final Agreement, including those lands which are described in Schedule “A” *<and Schedule “C” Note: reference any post-treaty additions to Treaty Settlement Lands in Schedule “C” if applicable>* attached to this Agreement;
- (n) **“Pre-Existing Works”** means those Hydro Works that existed on the Lands prior to the First Tenure Date, including, for greater certainty, cement pads and underground ducts; and
- (o) **“Right of Way Area”** means those portions of the Lands more particularly described in Section 3 of this Agreement, as may be modified under this Agreement.

1.2 With respect to any obligation on the part of Hydro under this Agreement, any reference to Hydro includes its respective servants, officers, employees, agents, contractors, sub-contractors, invitees, licensees, successors, permitted assigns, and those for whom it is responsible in law.

2.0 GRANT OF RIGHT OF WAY

2.1 The Grantor grants over the Lands to Hydro, and its employees, representatives, contractors, agents, licensees, successors and assigns, for so long as required, the uninterrupted right, liberty and right of way to:

- (a) use the Right of Way Area as follows:
 - (i) excavate for, construct, install, erect, abandon, replace, extend, upgrade, operate, maintain, remove and repair the Works on, over, in, under, across and through the Right of Way Area; and
 - (ii) clear the Right of Way Area and keep it cleared (including pruning or removal) of any trees or growth at any time located therein;
- (b) use the Area of the Works as follows:

- (i) enter, work, pass and repass upon, on, and along the Area of the Works;
 - (ii) construct, maintain, repair, replace and use trails, helicopter landing pads, roads, lanes, and bridges on the Area of the Works including, in addition, any portions reasonably required adjacent to the Area of the Works for the sake of continuity, with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement;
 - (iii) clear the Area of the Works and keep it cleared of all or any part of any obstruction, improvement or other matter which, in the reasonable opinion of Hydro, might interfere with or endanger the Hydro Works, disrupt service to Hydro's customers, or pose a hazard to persons or property in relation to the Hydro Works; and
 - (iv) clear the Area of the Works and keep it cleared (including pruning or removal) of all or any part of any trees or growth which do or might, in the opinion of Hydro, interfere with or endanger Hydro Works, disrupt service to Hydro's customers, or pose a hazard to persons or property in relation to the Hydro Works;
- (c) to enjoy further rights as follows:
- (i) Hydro may cut trees or growth outside the Area of the Works, if in the opinion of Hydro such trees or growth might interfere with or endanger the Hydro Works (whether on or off the Lands) or pose a hazard to persons or property in relation to the Hydro Works. Hydro will, except in an emergency, give the Grantor written notice prior to exercising their rights under this Section;
 - (ii) Hydro may pass and repass over, and maintain, repair replace and use, all trails, roads, lanes, helicopter landing pads, and bridges on the Lands outside of the Area of the Works with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement;
 - (iii) if there are no suitable trails, roads, lanes, helicopter landing pads, or bridges under s. 2.1(c) (ii), Hydro may either:
 - (a) construct, maintain, repair, replace and pass and repass over trails, helicopter landing pads, roads, lanes or bridges on the Lands; or
 - (b) pass and repass over the Lands elsewhere than on trails, helicopter landing pads, roads, lanes and bridges, with or without equipment, machinery and materials to such extent as

may reasonably be required by Hydro in relation to this Agreement, subject to approval of the route by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Hydro does not require such approval if there is an emergency or a reasonably apprehended emergency or for the determination of electricity consumption, but will report to the Grantor the purpose and extent of the access as soon as practicable;

- (iv) to conduct vegetation management upon the Area of the Works, such as the planting of vegetation compatible with the Hydro Works, and the application of herbicides and pesticides, provided that Hydro will not conduct any aerial application of herbicides or pesticides on the Lands;
- (v) to install, maintain and use gates in all fences which are now or hereafter shall be on the Right of Way Areas and in fences affecting access to the Area of the Works;
- (vi) to ground any structures, installation or things, by whomsoever owned, from time to time situated anywhere on the Right of Way Areas or adjacent Lands where, in the reasonable opinion of Hydro, such grounding will eliminate or reduce hazards to persons or property in relation to the Hydro Works;
- (vii) Hydro may enter onto the Lands outside the Area of the Works for the purpose of undertaking works to protect any Hydro Works located within the Lands or within an Excluded Right of Way Area or to protect persons or property that may be at risk from such Hydro Works, provided that:
 - (a) Hydro will before commencing such works deliver to the Grantor for approval a written work plan describing the proposed work on the Lands;
 - (b) the Grantor will not unreasonably withhold, condition or delay approval of such work plan, and shall take into consideration the effect of the proposed work, the cost of the proposed work compared to the cost of alternate solutions and the extent of the risk of not undertaking the work. If Hydro and the Grantor cannot agree on a work plan requested by Hydro within 30 days of receipt by the Grantor of the proposed work plan, then either party may refer the disagreement to dispute resolution under Section 17 of this Agreement;
 - (c) Hydro will pay compensation for any damage to the Lands resulting from the work plan;

- (d) in an emergency Hydro may, without approval of the Grantor, undertake works and take such steps on the Lands as are reasonably required to be taken immediately in order to protect the Hydro Works, or to protect persons or property that may be at risk from the Hydro Works, and in that event Hydro will as soon as reasonably possible notify the Grantor; and
- (d) generally, do all such other acts or things as may reasonably be necessary or incidental to the business of Hydro in connection with any of the above.

3.0 RIGHT OF WAY AREA

3.1 The Right of Way Area consists of:

- (a) all portions of the Lands reasonably required for the following:
 - (i) those Hydro Works existing at the date of this Agreement;
 - (ii) any additional Hydro Works constructed adjacent to, along the sides of or across any roads, lanes or bridges from time to time existing on or through the Lands;
 - (iii) any additional Hydro Works that provide service to any lands adjacent to any roads, lanes, or bridges from time to time existing on or through the Lands;
 - (iv) any additional Hydro Works that provide service to any lands or customers where the landowners of any intervening parcels consent to the installation of any such Hydro Works; and
- (b) any such other portions of the Lands as may from time to time be consented to in writing by the Grantor, or by any delegate appointed by the Grantor.

3.2 The parties agree that the sketch plan attached to this Agreement as Schedule “B” reasonably represents the approximate location of the Hydro Works existing as of the date of this Agreement.

3.3 Nothing in this Section 3 is intended to affect the rights of Hydro to make arrangements directly with a person in legal possession of any lands for the construction of the Hydro Works.

4.0 USE OF THE RIGHT OF WAY AREA

4.1 Hydro agrees that members of the Grantor and any present or future lessees or permittees having any right to the Right of Way Area are, subject to this Section 4, Section 10, and the rights granted under Section 2.1, to be allowed free access to the Right of Way Area and the use of the same except for:

- (a) making, placing, erecting or maintaining any building, structure, excavation, pile of material or obstruction or planting any growth on the Area of the Works, or within any fenced area enclosing the Diesel Generating Facilities, which in the reasonable opinion of Hydro, might interfere with or endanger the construction, operation, maintenance or removal of the Hydro Works or might obstruct access by Hydro to the Hydro Works; or
- (b) doing any act or thing which might, in the reasonable opinion of Hydro, interfere with or damage the Hydro Works or create or increase any hazards to persons.

4.2 The Grantor will not grant any interest in the Right of Way Area or the Area of Works as they exist from time to time, that could conflict with Section 10 and the rights granted to Hydro pursuant to Section 2.1.

5.0 PROTECTION OF THE ENVIRONMENT

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

5.2 Hydro will have no liability for any hazardous substances or environmental damage existing on the Lands prior to the First Tenure Date. The Grantor will indemnify and hold harmless Hydro from and against any and all claims, liabilities, costs, or damages arising or connected with hazardous substances or environmental damage existing on the Lands before the First Tenure Date, or attributable to the Pre-Existing Works.

6.0 COVENANTS OF HYDRO

6.1 Hydro covenants with the Grantor to:

- (a) 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 Right of Way Area and which Hydro is liable to pay;
- (b) keep the portions of the Lands used by Hydro under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of such Lands by Hydro, provided that Hydro has no obligation to keep any roads within the Area of the Works suitable for use by anyone except Hydro;
- (c) bury and maintain all underground Electrical Distribution Works as may be required so as not to unduly interfere with the drainage of the Lands;

- (d) take all reasonable steps and precautions to minimize disturbance of any archaeological material discovered by Hydro on the Right of Way Area, and to immediately notify the Grantor;
- (e) not bury debris or rubbish of any kind on the Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds; and
- (f) not commit or suffer any willful or voluntary waste, spoil or destruction on the Right of Way Area, or do or suffer to be done anything thereon that may be or become a nuisance to the Grantor, except to the extent required by Hydro, acting reasonably, to exercise the rights granted under this Agreement.

7.0 NEW WORKS CONSTRUCTED BY HYDRO

- 7.1 Hydro will, at the request of the Grantor, provide to the Grantor a sketch plan showing with reasonable accuracy the location of any new Works constructed on the Lands which are not extensions or additions to existing Hydro Works.

8.0 RELOCATION OF HYDRO WORKS DUE TO CHANGE

- 8.1 If a material change occurs to the Lands, such as erosion, which for any reason makes the continued use of any portion of the Right of Way Area or an Excluded Right of Way Area unsuitable for any of the Hydro Works, then the Grantor will, at no cost to Hydro, consent to the relocation and replacement of such Works to a new location on the Lands, as follows:

- (a) Hydro will, before undertaking any work, deliver a sketch plan to the Grantor indicating the contemplated relocation of the Hydro Works for approval by the Grantor, which approval will not be unreasonably withheld, delayed or made subject to any unreasonable conditions;
- (b) Hydro will take into account any likely material effect of the relocated Hydro Works on adjacent lands, and the Grantor will take into account the cost efficiencies of the location selected by Hydro for the relocated Hydro Works in relation to alternative locations; and
- (c) the terms and conditions of this Agreement will cover the relocated Hydro Works.

9.0 RELOCATION OF HYDRO WORKS AT THE REQUEST OF THE GRANTOR

- 9.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, Hydro will relocate any Works in the Right of Way Area to a new location on the Lands, provided that:

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

10.0 FENCING

- 10.1 Hydro may fence the Diesel Generating Facilities and, subject to Section 11.1, may exclude entry to the Diesel Generating Facilities.

11.0 INSPECTIONS

- 11.1 The Grantor may:

- (a) enter upon the Right of Way Area at any time to visually examine the Electrical Distribution Works; and
- (b) enter upon the Right of Way Area after reasonable notice to Hydro, together with a representative of Hydro, for the purposes of visually examining the Diesel Generating Facilities.

12.0 RESTORATION

- 12.1 When a portion of the Right of Way Area is no longer required for the Hydro Works, Hydro will restore the ground surface of the affected portion of the Right of Way Area, as near as is reasonably practicable to its condition prior to the installation of the Hydro Works, including the removal of any above ground Hydro Works, underground transformers and, where practicable and at the request of the Grantor, any cables located within underground ducts in such portion of the Right of Way Area.

- 12.2 This Section will survive the expiration of the Agreement.

13.0 REMOVAL OF WORKS

- 13.1 At any time during the term of this Agreement, or on the expiration of this Agreement, Hydro may, at its sole discretion, remove any Hydro Works from the Right of Way Area.

- 13.2 On the expiration of this Agreement:
- (a) Hydro will be under no obligation to remove any Pre-Existing Works; and
 - (b) the Grantor will have sole title to all those Pre-Existing Works that Hydro decides not to remove from the Right of Way Area.
- 13.3 At any time during the term of this Agreement, or on the expiration of this Agreement, Hydro may, with the prior written consent of the Grantor, abandon any Hydro Works that it installed or constructed on the Right of Way Area. If it receives such consent, Hydro will transfer title to the abandoned Hydro Works to the Grantor, provided:
- (a) Hydro is satisfied with the terms of such transfer, and
 - (b) Hydro has no further liability for those Hydro Works after the date of transfer.
- 13.4 If:
- (a) the Grantor does not consent to Hydro abandoning any Hydro Works that it constructed or installed on the Right of Way Area, within one year of a request being made by Hydro, or
 - (b) Hydro is not able to reach satisfactory terms with the Grantor for abandonment of the Hydro Works,
- Hydro will remove from the Right of Way Area, as soon as reasonably possible in the circumstances, the above ground Hydro Works, underground transformers, and, where practicable, if requested by the Grantor, those under ground cables that Hydro installed in ducts.
- 13.5 If specifically requested by the Grantor, Hydro will remove underground cables within ducts that it installed in the Right of Way Area, provided Hydro considers such removal practicable.
- 13.6 Hydro will restore the ground surface of the Right of Way Area affected by the removal of any Hydro Works, as near as reasonably possible to the condition existing on the First Tenure Date, or to a condition otherwise acceptable to the parties acting reasonably.
- 13.7 Hydro will not be liable for the Grantor's use and damage of the Hydro Works.
- 13.8 Hydro will remain liable for any environmental damage to the Lands arising from any below ground Hydro Works that it installed on the Right of Way Area and that remain on or in that portion of the Right of Way Area after the expiration of this Agreement, except that if the Grantor 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 Grantor's use, or authorized use.

13.9 This Sections will survive the expiration of this Agreement.

14.0 COVENANTS OF THE GRANTOR

14.1 The Grantor covenants with Hydro that:

- (a) Hydro shall and may peaceably enjoy and hold the rights granted in this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any other person lawfully claiming from or under the Grantor, provided however that nothing in this Section 14.1 shall limit the Grantor's right of inspection pursuant to Section 11.1;
- (b) The Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, fill, obstruction, equipment, thing or inflammable substance, or plant any growth upon the Area of the Works, if any such action or thing, in the reasonable opinion of Hydro:
 - (i) may interfere with or endanger the Hydro Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Hydro Works or any part thereof;
 - (ii) may obstruct access to the Hydro Works or any part thereof by those authorized by Hydro; or
 - (iii) may by its operation, use, maintenance or existence on the Area of the Works create or increase any hazard to persons or property in relation to the Hydro Works;
- (c) The Grantor will not carry out blasting or aerial logging operations on or adjacent to the Area of the Works without prior written permission from Hydro, which permission will not be unreasonably withheld, conditioned or delayed; and
- (d) The Grantor will not diminish or increase the ground elevation in the Area of the Works by any method, including piling any material or creating any excavation, drain, or ditch in the Area of the Works, unless permission in writing from Hydro has first been received, which permission will not be unreasonably withheld, conditioned or delayed.

15.0 COMPENSATION FOR DAMAGES

15.1 Subject to the rights granted in this Agreement, Hydro covenants with the Grantor that if Hydro, or its respective contractors, damage any structures, buildings, fixtures, improvements, or chattels outside of the Area of the Works, or damage any crops,

merchantable timber, livestock, drains, ditches, culverts, fences, trails, bridges, or roads on the Lands, and such damage is not caused as a result of the Grantor's breach of the terms of this Agreement or the negligence or willful act of the Grantor or its contractors, agents or permittees, then Hydro will:

- (a) compensate the Grantor for such damages, to the extent caused by Hydro; or
- (b) within a reasonable period of time, repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage.

15.2 Compensation paid to the Grantor for merchantable timber pursuant to Section 15.1 will be in accordance with generally accepted principles of timber valuation and the parties agree that on payment, title to any timber cut on the Lands under this Agreement will vest in Hydro.

16.0 INDEMNITY

16.1 Hydro will save harmless and indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:

- (a) any breach, violation or non-performance by Hydro of any of Hydro's covenants, conditions or obligations under this Agreement; and
- (b) any act or omission on the part of Hydro in respect of or in relation to the Hydro Works including the construction, maintenance, operation or decommissioning of the Hydro Works, but only to the extent any such matter is found to be the responsibility of Hydro and was not contributed to by the negligence, breach, violation or non-performance of the Grantor, and not for any matters based on nuisance or the rule in *Rylands v. Fletcher* unless Hydro was negligent.

17.0 DISPUTE RESOLUTION

17.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
- (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute;
- (c) if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to

arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this Section for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief; and

18.0 RUNS WITH THE LAND

18.1 This Agreement runs with and binds the Lands to the extent necessary to give full force and effect to this Agreement.

19.0 ASSIGNMENT

19.1 This Agreement:

- (a) may not be assigned in part or in whole or otherwise transferred without the prior written consent of the Grantor, which consent will not be unreasonably withheld, conditioned or delayed; but
- (b) may be assigned or otherwise transferred to an Affiliate without consent.

20.0 NOTICE

20.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the following addresses:

To the Grantor:

[Name of First Nation]
[address, etc.]

To Hydro:

Manager, Properties
B.C. Hydro
12th Floor – 333 Dunsmuir Street
Vancouver, British Columbia
V6B 5R3

Fax: (604) 623-3951

20.2 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

- (a) if it was delivered personally or by courier, on the next business day;
- (b) if it was sent by fax, on the next business day; or
- (c) if it was sent by mail, on the sixth day after the notice was mailed.

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

20.3 A change of address by any party may be given to the others in accordance with this provision.

21.0 GENERAL

21.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.

21.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

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

21.4 Any party to this Agreement may register this Agreement in any land registry system established or used by the Grantor for lands within its jurisdiction. At the request of any party to this Agreement, all parties will cooperate in executing any documents or plans required to accomplish the registration of this Agreement and to preserve the substance and priority of this Agreement in relation to those portions of the Lands affected by this Agreement.

21.5 Hydro may grant licences respecting their rights under this Agreement to anyone, in whole or in part, without the prior written consent of the Grantor provided that no licence will act as a release of any of Hydro's obligations set out in this Agreement.

21.6 A delegate appointed by the Grantor may provide Hydro with all commentary, authorizations and approvals required pursuant to this Agreement including without limitation, all commentary, authorizations or approvals required in relation to sketch plans, access to the Area of the Works, and relocations or replacements of any Hydro Works.

21.7 This Agreement may not be amended except by written agreement signed by all parties to this Agreement.

22.0 INTERPRETATION

22.1 In this Agreement:

- (a) all attached schedules form an integral part of this Agreement;

- (b) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;
- (c) 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 WHEREOF the parties have duly executed this Agreement, as of the date first referred to above.

British Columbia Hydro and Power
Authority by its authorized signatory:

Signature: _____

Name (Printed): _____

Title: _____

Grantor, by its authorized signatory:

Signature: _____

Name (Printed): _____

Title: _____

SCHEDULE “A”

[Lands transferred to the Grantor in accordance with the Final Agreement)

SCHEDULE “B”

(Sketch Plan of Works, pursuant to Section. 3.2 of the Agreement)

SCHEDULE “C”

(Lands that may be added post treaty, as identified in the Final Agreement)

TRANSMISSION RIGHT OF WAY – TOQUAHT NATION (BC HYDRO)

This Agreement is made as of _____, 200 ____.

Between:

[Name of First Nation]

[insert address]

(the “Grantor”)

AND:

British Columbia Hydro and Power Authority, a corporation continued under the *Hydro and Power Authority Act*, R.S.B.C. 1996, c.212

(“Hydro”)

WHEREAS:

- A. The Grantor, Canada and British Columbia have entered into a Final Agreement as hereinafter defined.
- B. In accordance with the Final Agreement, the Grantor wishes to provide the grants, as herein provided, to Hydro with respect to the Grantor’s Lands as hereinafter defined.

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

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) “**Access Improvements**” has the meaning ascribed to it in Section 2.1(c)(v)(a);
- (b) “**Affiliate**” will have the meaning ascribed it in the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended or replaced from time to time;
- (c) “**Area of the Works**” means the Right of Way Area and those portions of the Lands located within 10 metres on both sides of the Right of Way Area;
- (d) “**Agreement**” means this Agreement and all schedules attached to it;

- (e) **“Effective Date”** means the date upon which the Final Agreement will take effect;
- (f) **“Environment”** means all the components of the earth including, without limitation, all layers of the atmosphere, air, land (including, without limitation, all underground spaces and cavities and all lands submerged under water), soil, water (including, without limitation, surface and underground water), organic and inorganic matter and living organisms, the interacting natural systems that include the foregoing and all other external conditions or influences under which humans, animals and plants live or are developed;
- (g) **“Excluded Right of Way Areas”** means any right of way area or corridor that is not part of the Lands but in whole or in part passes through the Lands or is adjacent to such Lands;
- (h) **“Final Agreement”** means the _____ Final Agreement among the Grantor, Canada and British Columbia;
- (i) **“Lands”** means the lands and premises which are transferred to the Grantor on or after the Effective Date in accordance with Chapter ___ of the Final Agreement, including those lands which are described in Schedule “A” [and Schedule “C” attached to this Agreement.

Note to draft: reference any post-treaty additions to Treaty Settlement Lands in Schedule “C” if applicable;

- (j) **“Right of Way Area”** means those portions of the Lands shown approximately in heavy black outline on the sketch plan attached to this Agreement as Schedule “B” and as modified under this Agreement from time to time; and
- (k) **“Works”** means all things and components, using any type of technology from time to time, necessary or convenient for the purposes of transmitting electricity, telecommunications or communications by any method or process whatsoever, including poles, towers, antennae (except for monopole free standing antennae), anchors, guy wires, brackets, cross arms, insulators, foundations, overhead and underground conductors, wires, lines, cables and transformers, underground conduits and pipes, access nodes, cabinets, all ancillary appliances and fittings, reasonably required associated protective installations, related works such as fencing for safety or security, devices and identifying colours for aircraft warning and utility services for the operation of any of the foregoing.

1.2 With respect to any obligation on the part of Hydro under this Agreement, any reference to Hydro includes its respective servants, officers, employees, agents, contractors, sub-contractors, invitees, licensees, successors, assigns, and those for whom Hydro is responsible in law.

2.0 RIGHTS RELATED TO RIGHT OF WAY AREA

2.1 The Grantor grants over the Lands to Hydro and its employees, representatives, contractors, agents, licensees, successors and assigns for so long as required the uninterrupted right, liberty and right of way to:

- (a) use the Right of Way Area as follows:
 - (i) excavate for, construct, install, erect, abandon, replace, extend, upgrade, operate, maintain, remove and repair the Works on, over, under, across and through the Right of Way Area; and
 - (ii) clear the Right of Way Area and keep it cleared (including removal or pruning) of any vegetation, including without limitation trees, at any time located therein; and
- (b) use the Area of the Works as follows:
 - (i) enter, work, pass and repass upon, on, and along the Area of the Works;
 - (ii) construct, maintain, repair, replace and use trails, helicopter landing pads, roads, lanes, and bridges on the Area of the Works including in addition any portions reasonably required adjacent to the Area of the Works for the sake of continuity, with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement;
 - (iii) clear the Area of the Works and keep it cleared of all or any part of any obstruction, improvement or other matter which, in the reasonable opinion of Hydro might interfere with or endanger the Works, disrupt service to Hydro's customers, or pose a hazard to persons or property in relation to the Works; and
 - (iv) clear the Area of the Works and keep it cleared (including removal or pruning) of all or any part of any vegetation, including without limitation trees, which do or might, in the reasonable opinion of Hydro interfere with or endanger the Works, disrupt service to Hydro's customers, or pose a hazard to persons or property in relation to the Works;
- (c) to enjoy further rights as follows:
 - (i) Hydro may, cut vegetation, including without limitation trees, outside the Area of the Works, if in the opinion of Hydro such vegetation and/or trees, might interfere with or endanger the Works (whether on or off the Lands) or pose a hazard to persons or property in relation to

the Works. Hydro will, except in an emergency, give the Grantor written notice prior to exercising its rights under this Section;

- (ii) Hydro may install, maintain and use gates in all fences which are now, or hereafter shall be on the Right of Way Area, and in fences affecting access to the Area of the Works;
- (iii) Hydro may ground any structures, installation or things, by whomsoever owned, from time to time situated anywhere on the Right of Way Area or adjacent Lands where, in the reasonable opinion of Hydro, such grounding will eliminate or reduce hazard to persons or property in relation to the Works;
- (iv) Hydro may pass and repass over, and maintain, repair, replace and use all trails, helicopter landing pads, roads, lanes, and bridges on the Lands outside the Area of the Works with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement;
- (v) where there are no suitable trails, helicopter landing pads, roads, lanes, or bridges under Section 2.1(c)(iv), Hydro may either:
 - (a) construct, maintain, repair, replace, use, pass and repass over trails, helicopter landing pads, roads, lanes, and bridges on the Lands, (collectively referred to as “Access Improvements”); or
 - (b) pass and repass over the Lands elsewhere than on trails, helicopter landing pads, roads, lanes, and bridges, with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement, subject to approval of the route by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed, provided that in the case of an emergency or reasonably apprehended emergency Hydro does not require the prior approval of the Grantor under this subsection but will report to the Grantor the purpose and extent of the access as soon as practicable;
- (vi) to conduct vegetation management upon the Area of the Works, such as the planting of vegetation compatible with the undertakings of Hydro, and the application of pesticides on the Lands; and
- (vii) Hydro may enter onto the Lands outside the Area of the Works for the purpose of undertaking works to protect any Works located within the Lands or within the Excluded Right of Way Areas or to protect persons or property that may be at risk from such Works, provided that:

- (a) Hydro will before commencing such works deliver to the Grantor for approval a written work plan describing the proposed work on the Lands;
 - (b) the Grantor will not unreasonably withhold, condition or delay approval of such work plan, and shall take into consideration the effect of the proposed work, the cost of the proposed work compared to the cost of alternate solutions and the extent of the risk of not undertaking the work. If Hydro and the Grantor cannot agree on a work plan requested by Hydro within 30 days of receipt by the Grantor of the proposed work plan, then either party may refer the disagreement to dispute resolution under Section 14 of this Agreement;
 - (c) Hydro will pay compensation for any damage to the Lands resulting from the work plan;
 - (d) in the case of an emergency or reasonably apprehended emergency Hydro may, without the approval of the Grantor, undertake works and take such steps on the Lands as are reasonably required to be taken immediately in order to protect the Works, or to protect persons or property that may be at risk from the Works, and in that event Hydro will as soon as reasonably possible notify the Grantor; and
- (d) generally, do all such other acts or things as may reasonably be necessary or incidental to the business of Hydro in connection with any of the foregoing;

3.0 RIGHT OF WAY AREA

3.1 The parties acknowledge that they have made reasonable efforts to identify all the existing Works and related Right of Way Area as of the date of this Agreement. However, as there may still be some Works that were missed in the identification process the parties agree that for such Works the Grantor grants to Hydro for so long as required, a right of way over those portions of the Lands upon which such Works are located on the following terms:

- (a) for such Works, Hydro holds the same rights, privileges and obligations as apply to Hydro for the use of the Right of Way Area and the Area of the Works under this Agreement, including the right of reasonable access over the Lands for the purpose of gaining access to such Works; and
- (b) the Grantor may at any time require Hydro to attach a revised survey plan to this Agreement to include those additional portions of the Lands.

4.0 NON-EXCLUSIVE USE

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

5.0 PROTECTION OF THE ENVIRONMENT

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

6.0 COVENANTS OF HYDRO

6.1 Hydro covenants separately with the Grantor that:

- (a) After the construction of the Works or any relocation of the Works in accordance with Section 8.1 on or about the Right of Way Area, Hydro will cause that portion of the Lands used by Hydro for the Works as contemplated in Section 2.1(a) to be surveyed by a British Columbia Land Surveyor and will deliver such survey plan to the Grantor. Upon the delivery of such survey plan to the Grantor, that portion of the Lands so surveyed will be deemed to be the Right of Way Area for purposes of interpreting this Agreement and as modified under this Agreement from time to time. The Grantor authorizes Hydro and the registrar of the relevant land title office to do all things necessary in relation to the filing of the survey plan for the Right of Way Area, including inserting the number assigned by the relevant land title office to such plan;
- (b) Hydro shall pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Hydro which relate to the Works and which Hydro is liable to pay;
- (c) Hydro shall keep the portions of the Lands used by Hydro under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of the Lands by Hydro, and on written notice from the Grantor, to make safe, clean, and sanitary any portion of them that contravene the provisions of this covenant, provided that Hydro has no obligation to keep any portion of the Lands suitable for use by anyone except Hydro;
- (d) Hydro shall bury and maintain all underground works as may be required so as not to unduly interfere with the drainage of the Lands;

- (e) Hydro shall take all reasonable steps and precautions to minimize disturbance of any archaeological material discovered by Hydro on the Right of Way Area, and to immediately notify the Grantor;
- (f) Hydro shall not bury debris or rubbish of any kind on the Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds;
- (g) Hydro shall not commit or suffer any wilful or voluntary waste, spoil or destruction on the Right of Way Area, or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the Grantor, except to the extent required by Hydro acting reasonably, to exercise its rights under this Agreement; and
- (h) Hydro shall permit the Grantor to enter upon the Right of Way Area at any time to examine its condition.

7.0 WORK PLANS

7.1 Except in the case of an emergency or reasonably apprehended emergency, Hydro will provide to the Grantor a written work plan describing the proposed work located on, outside or related to the Right of Way Area prior to undertaking any of the following work under this Agreement:

- (a) construction of any new Works;
- (b) relocation of any Works; and
- (c) construction or relocation of any Access Improvements.

In accordance with this Section, prior to undertaking any work, Hydro will deliver a copy of the work plan to the Grantor for comment by the Grantor. The Grantor will no more than fourteen (14) days after receiving the work plan, provide to Hydro in writing any comments that it may have, and Hydro will use reasonable efforts to accommodate any suggestions or requests presented by the Grantor to Hydro provided they do not result in delays, increased costs or technical difficulties.

8.0 RELOCATION OF WORKS DUE TO CHANGE

8.1 If a material change occurs to the Lands, such as erosion, which for any reason makes the continued use of any portion of the Right of Way Area or the Excluded Right of Way Area unsuitable for any of the Works, then the Grantor will consent to the relocation and replacement of such Works to a new location on the Lands, as follows:

- (a) Hydro will before undertaking any work, deliver a work plan to the Grantor indicating the contemplated relocation of the Works for approval by the Grantor, which approval will not be unreasonably withheld, delayed or made subject to any unreasonable conditions;

- (b) Hydro will take into account any likely material effect of the relocated Works on adjacent lands, and the Grantor will take into account the cost efficiencies of the location selected by Hydro for the relocated Works in relation to alternative locations;
- (c) the relocated Works will be covered by the terms and conditions of this Agreement; and
- (d) if Works are relocated from the Excluded Right of Way Area to the Lands Hydro will pay the Grantor the fair market value of the new Right of Way Area provided the Grantor has not caused any portion of such Excluded Right of Way Area to become unsuitable for any of the Works.

9.0 RELOCATION OF WORKS AT THE REQUEST OF THE GRANTOR

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

- (a) the new location is, in the reasonable opinion of Hydro, suitable for use for the relocated Works considering construction, maintenance and operation, and cost factors;
- (b) the Grantor gives Hydro reasonable notice to permit proper design, planning and construction of the Works to be relocated;
- (c) the Grantor agrees to pay all reasonable costs and expenses, including costs of design, supervision and construction (before any relocation, the Grantor will pay the costs and expenses as estimated by Hydro, with appropriate adjustments based on actuals after the relocation is complete); and
- (d) the rights, liberties and rights of way under this Agreement will extend to the relocated Works and associated areas.

10.0 REMOVAL OF WORKS

10.1 If Hydro no longer requires all or a portion of the Right of Way Area, then Hydro shall, in respect of such Right of Way Area:

- (a) quit peaceably such Right of Way Area;
- (b) remove any Access Improvements no longer required in relation to such Right of Way Area;
- (c) remove all above ground Works from such Right of Way Area within a reasonable period of time and any Works remaining on that portion of the Right of Way Area will be absolutely forfeited to and become the property of the Grantor. If the Grantor removes any remaining above ground Works within

four (4) years, Hydro will, on demand by the Grantor, reimburse the Grantor for all reasonable costs of removal; and

- (d) remain liable for any environmental damage to the Lands arising from any below ground Works that remain on or in such Right of Way Area, except if the Grantor uses or authorizes the use of any of the remaining below ground Works for any purpose then Hydro will not be liable for any environmental damage caused by the Grantor's use, or authorized use; and to the extent necessary, this covenant will survive the termination of this Agreement.

11.0 COVENANTS OF THE GRANTOR

11.1 The Grantor covenants with Hydro that:

- (a) Hydro shall and may peaceably enjoy and hold its rights under this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any other person lawfully claiming from or under the Grantor, provided however that nothing in this Section 11.1(a) shall limit the Grantor's right of inspection pursuant to Section 6.1(h);
- (b) the Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, fill, pile of material, obstruction, equipment, thing or inflammable substance, or plant any vegetation upon the Area of the Works, if any such action or thing, in the reasonable opinion of Hydro:
 - (i) may interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;
 - (ii) may obstruct access to the Works or any part thereof by those authorized by Hydro; or
 - (iii) may by its operation, use, maintenance or existence on the Area of the Works, create or increase any hazard to persons or property in relation to the Works;
- (c) the Grantor will not diminish or increase the ground elevation in the Right of Way Area by any method, including piling any material or creating any excavation, drain, or ditch in the Right of Way Area, unless permission in writing from Hydro has first been received, which permission will not be unreasonably withheld, conditioned or delayed;
- (d) the Grantor will not carry out blasting or aerial logging operations on or adjacent to the Area of the Works without prior written permission from Hydro, which permission will not be unreasonably withheld, conditioned or delayed;

- (e) the Grantor will not use or authorize the use of the portions of the Right of Way Area for the regular, or organized parking of vehicles without the prior written permission from Hydro, which permission will not be unreasonably withheld, conditioned or delayed, provided that nothing in this subsection is intended to prevent safe temporary parking of vehicles;
- (f) the Grantor will not park, or authorize to be parked on the Right of Way Area any vehicle or equipment if the parking of such vehicle does not comply with the requirements of the Canadian Standards Association's Canadian Electrical Code, as may be amended from time to time; and
- (g) the Grantor will not use, or authorize the use of the Right of Way Area for fuelling any vehicle or equipment.

12.0 COMPENSATION FOR DAMAGES

12.1 Subject to the rights granted in this Agreement, Hydro covenants with the Grantor that if Hydro or its contractors, damage any structures, buildings, fixtures, improvements, or chattels outside of the Area of the Works, or damage any crops, merchantable timber, livestock, drains, ditches, culverts, fences, trails, bridges, or roads on the Lands, and such damage is not caused as a result of the Grantor's breach of the terms of this Agreement or the negligence or willful act of the Grantor or its contractors, agents or permittees, that Hydro will:

- (a) compensate the Grantor for such damages, to the extent caused by Hydro; or
- (b) within a reasonable period of time, repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage.

12.2 Compensation paid to the Grantor for merchantable timber pursuant to Section.12.1 will be in accordance with generally accepted principles of timber valuation and the parties agree that on payment, title to any timber cut on the Lands under this Agreement will vest in Hydro.

13.0 INDEMNITY

13.1 Hydro will save harmless and indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:

- (a) any breach, violation or non-performance by Hydro of any of Hydro's covenants, conditions or obligations under this Agreement; and
- (b) any act or omission on the part of Hydro in respect of or in relation to its Works including the construction, maintenance, operation or decommissioning of its Works, but only to the extent any such matter is found to be the

responsibility of Hydro and was not contributed to by the negligence, or breach, violation or non-performance, by the Grantor or by those for whom the Grantor is responsible at law, and not for any matters based on nuisance or the rule in *Rylands v. Fletcher* unless Hydro was negligent.

14.0 DISPUTE RESOLUTION

14.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
- (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute;
- (c) if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this Section for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

15.0 RUNS WITH THE LAND

15.1 This Agreement runs with and binds the Lands to the extent necessary to give full force and effect to this Agreement.

16.0 NOTICE

16.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the following addresses:

To the Grantor:
[Name of First Nation]
[address, etc.]

To Hydro:
Manager, Properties

B.C. Hydro
8th Floor – 333 Dunsmuir Street
Vancouver, British Columbia
V6B 5R3

Fax: (604) 623-3951

- (a) If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:
 - (i) if it was delivered personally or by courier, on the next business day;
 - (ii) if it was sent by fax, on the next business day; or
 - (iii) if it was sent by mail, on the sixth day after the notice was mailed.

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

- (b) A change of address by any party may be given to the others in accordance with this provision.

17.0 GENERAL

- 17.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.
- 17.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.
- 17.3 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.
- 17.4 Each party to this Agreement may register this Agreement in any land registry system established or used by the Grantor for lands within its jurisdiction. At the request of any party to this Agreement, both parties will cooperate in executing any documents or plans required to accomplish the registration of this Agreement and to preserve the substance and priority of this Agreement in relation to those portions of the Lands affected by this Agreement.
- 17.5 Hydro may grant licences respecting its rights under this Agreement to anyone, in whole or in part, without the prior written consent of the Grantor provided that no licence will act as a release of any of Hydro's obligations set out in this Agreement.
- 17.6 The parties acknowledge that, pursuant to agreements designated under the *Transmission Corporation Act*, British Columbia Transmission Corporation ("BCTC") is responsible for management and maintenance of Hydro's transmission system, and accordingly BCTC may exercise discretion conferred upon Hydro and discharge obligations assumed by Hydro under this Agreement.

17.7 A delegate appointed by the Grantor may provide Hydro with all commentary, authorizations and approvals required pursuant to this Agreement including without limitation, all commentary, authorizations or approvals required in relation to work plans, approval of access routes, and relocations or replacements of any Works.

18.0 INTERPRETATION

18.1 In this Agreement:

- (a) all attached schedules form an integral part of this Agreement;
- (b) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;
- (c) a reference to “party” or “parties” in this Agreement is a reference to Grantor or Hydro, or both, as the context requires; and
- (d) 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 WHEREOF the parties have duly executed this Agreement, as of the date first referred to above.

British Columbia Hydro and Power
Authority by its authorized signatory:

Signature: _____

Name (Printed): _____

Title: _____

Grantor, by its authorized signatory:

Signature: _____

Name (Printed): _____

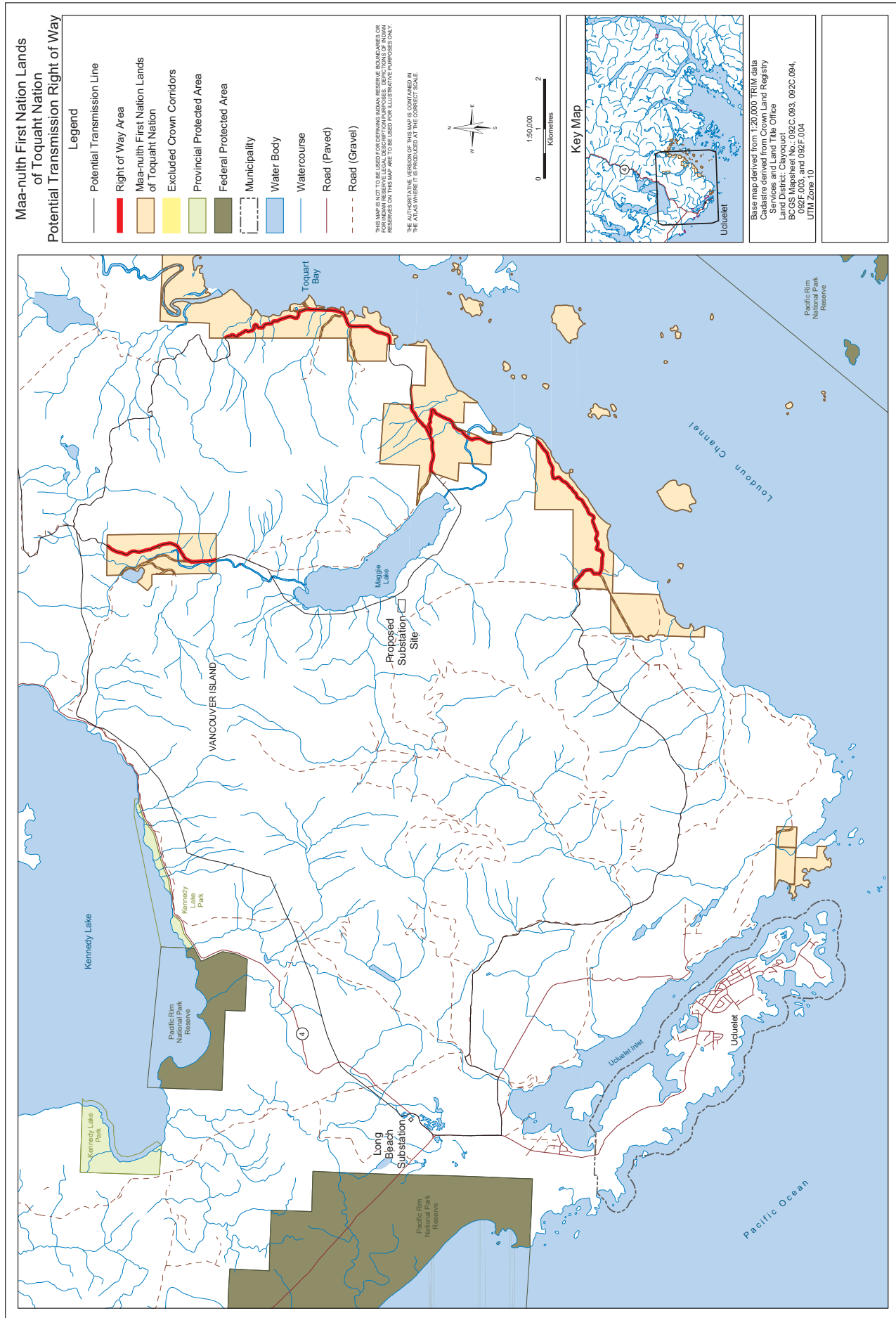
Title: _____

SCHEDULE “A”

(Lands transferred to the Grantor in accordance with the Final Agreement)

SCHEDULE “B”

(Sketch Plan of approximate Right of Way Area)



SCHEDULE “C”

(Lands that may be added post treaty, as identified in the Final Agreement)

TRANSMISSION RIGHT OF WAY – UCLUELET FIRST NATION (BC HYDRO)

This Agreement is made as of _____, 200 _

Between:

[Name of First Nation]

[insert address]

(the “Grantor”)

And:

British Columbia Hydro and Power Authority, a corporation continued under the *Hydro and Power Authority Act*, R.S.B.C. 1996, c.212

(“Hydro”)

WHEREAS:

- A. The Grantor, Canada and British Columbia have entered into a Final Agreement as hereinafter defined.
- B. In accordance with the Final Agreement, the Grantor wishes to provide the grants, as herein provided, to Hydro with respect to the Grantor’s Lands as hereinafter defined.

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

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) “**Access Improvements**” has the meaning ascribed to it in Section 2.1(c)(v)(a);
- (b) “**Affiliate**” will have the meaning ascribed it in the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended or replaced from time to time;
- (c) “**Area of the Works**” means the Right of Way Area and those portions of the Lands located within 10 metres on both sides of the Right of Way Area;
- (d) “**Agreement**” means this Agreement and all schedules attached to it;

- (e) **“Effective Date”** means the date upon which the Final Agreement will take effect;
- (f) **“Environment”** means all the components of the earth including, without limitation, all layers of the atmosphere, air, land (including, without limitation, all underground spaces and cavities and all lands submerged under water), soil, water (including, without limitation, surface and underground water), organic and inorganic matter and living organisms, the interacting natural systems that include the foregoing and all other external conditions or influences under which humans, animals and plants live or are developed;
- (g) **“Excluded Right of Way Areas”** means any right of way area or corridor that is not part of the Lands but in whole or in part passes through the Lands or is adjacent to such Lands;
- (h) **“Final Agreement”** means the _____ Final Agreement among the Grantor, Canada and British Columbia;
- (i) **“Lands”** means the lands and premises which are transferred to the Grantor on or after the Effective Date in accordance with Chapter ___ of the Final Agreement, including those lands which are described in Schedule “A” [and Schedule “C” attached to this Agreement.

Note to draft: reference any post-treaty additions to Treaty Settlement Lands in Schedule “C” if applicable;

- (j) **“Right of Way Area”** means those portions of the Lands shown approximately in heavy black outline on the sketch plan attached to this Agreement as Schedule “B” and as modified under this Agreement from time to time; and
- (k) **“Works”** means all things and components, using any type of technology from time to time, necessary or convenient for the purposes of transmitting electricity, telecommunications or communications by any method or process whatsoever, including poles, towers, antennae (except for monopole free standing antennae), anchors, guy wires, brackets, cross arms, insulators, foundations, overhead and underground conductors, wires, lines, cables and transformers, underground conduits and pipes, access nodes, cabinets, all ancillary appliances and fittings, reasonably required associated protective installations, related works such as fencing for safety or security, devices and identifying colours for aircraft warning and utility services for the operation of any of the foregoing.

1.2 With respect to any obligation on the part of Hydro under this Agreement, any reference to Hydro includes its respective servants, officers, employees, agents, contractors, sub-contractors, invitees, licensees, successors, assigns, and those for whom Hydro is responsible in law.

2.0 RIGHTS RELATED TO RIGHT OF WAY AREA

2.1 The Grantor grants over the Lands to Hydro and its employees, representatives, contractors, agents, licensees, successors and assigns for so long as required the uninterrupted right, liberty and right of way to:

- (a) use the Right of Way Area as follows:
 - (i) excavate for, construct, install, erect, abandon, replace, extend, upgrade, operate, maintain, remove and repair the Works on, over, under, across and through the Right of Way Area; and
 - (ii) clear the Right of Way Area and keep it cleared (including removal or pruning) of any vegetation, including without limitation trees, at any time located therein; and
- (b) use the Area of the Works as follows:
 - (i) enter, work, pass and repass upon, on, and along the Area of the Works;
 - (ii) construct, maintain, repair, replace and use trails, helicopter landing pads, roads, lanes, and bridges on the Area of the Works including in addition any portions reasonably required adjacent to the Area of the Works for the sake of continuity, with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement;
 - (iii) clear the Area of the Works and keep it cleared of all or any part of any obstruction, improvement or other matter which, in the reasonable opinion of Hydro might interfere with or endanger the Works, disrupt service to Hydro's customers, or pose a hazard to persons or property in relation to the Works; and
 - (iv) clear the Area of the Works and keep it cleared (including removal or pruning) of all or any part of any vegetation, including without limitation trees, which do or might, in the reasonable opinion of Hydro interfere with or endanger the Works, disrupt service to Hydro's customers, or pose a hazard to persons or property in relation to the Works;
- (c) to enjoy further rights as follows:
 - (i) Hydro may, cut vegetation, including without limitation trees, outside the Area of the Works, if in the opinion of Hydro such vegetation and/or trees, might interfere with or endanger the Works (whether on or off the Lands) or pose a hazard to persons or property in relation to

the Works. Hydro will, except in an emergency, give the Grantor written notice prior to exercising its rights under this Section;

- (ii) Hydro may install, maintain and use gates in all fences which are now, or hereafter shall be on the Right of Way Area, and in fences affecting access to the Area of the Works;
- (iii) Hydro may ground any structures, installation or things, by whomsoever owned, from time to time situated anywhere on the Right of Way Area or adjacent Lands where, in the reasonable opinion of Hydro, such grounding will eliminate or reduce hazard to persons or property in relation to the Works;
- (iv) Hydro may pass and repass over, and maintain, repair, replace and use all trails, helicopter landing pads, roads, lanes, and bridges on the Lands outside the Area of the Works with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement;
- (v) where there are no suitable trails, helicopter landing pads, roads, lanes, or bridges under Section 2.1(c)(iv), Hydro may either:
 - (a) construct, maintain, repair, replace, use, pass and repass over trails, helicopter landing pads, roads, lanes, and bridges on the Lands, (collectively referred to as “Access Improvements”); or
 - (b) pass and repass over the Lands elsewhere than on trails, helicopter landing pads, roads, lanes, and bridges, with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement, subject to approval of the route by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed, provided that in the case of an emergency or reasonably apprehended emergency Hydro does not require the prior approval of the Grantor under this subsection but will report to the Grantor the purpose and extent of the access as soon as practicable;
- (vi) to conduct vegetation management upon the Area of the Works, such as the planting of vegetation compatible with the undertakings of Hydro, and the application of pesticides on the Lands; and
- (vii) Hydro may enter onto the Lands outside the Area of the Works for the purpose of undertaking works to protect any Works located within the Lands or within the Excluded Right of Way Areas or to protect persons or property that may be at risk from such Works, provided that:

- (a) Hydro will before commencing such works deliver to the Grantor for approval a written work plan describing the proposed work on the Lands;
 - (b) the Grantor will not unreasonably withhold, condition or delay approval of such work plan, and shall take into consideration the effect of the proposed work, the cost of the proposed work compared to the cost of alternate solutions and the extent of the risk of not undertaking the work. If Hydro and the Grantor cannot agree on a work plan requested by Hydro within 30 days of receipt by the Grantor of the proposed work plan, then either party may refer the disagreement to dispute resolution under Section 14 of this Agreement;
 - (c) Hydro will pay compensation for any damage to the Lands resulting from the work plan;
 - (d) in the case of an emergency or reasonably apprehended emergency Hydro may, without the approval of the Grantor, undertake works and take such steps on the Lands as are reasonably required to be taken immediately in order to protect the Works, or to protect persons or property that may be at risk from the Works, and in that event Hydro will as soon as reasonably possible notify the Grantor; and
- (d) generally, do all such other acts or things as may reasonably be necessary or incidental to the business of Hydro in connection with any of the foregoing;

3.0 RIGHT OF WAY AREA

3.1 The parties acknowledge that they have made reasonable efforts to identify all the existing Works and related Right of Way Area as of the date of this Agreement. However, as there may still be some Works that were missed in the identification process the parties agree that for such Works the Grantor grants to Hydro for so long as required, a right of way over those portions of the Lands upon which such Works are located on the following terms:

- (a) for such Works, Hydro holds the same rights, privileges and obligations as apply to Hydro for the use of the Right of Way Area and the Area of the Works under this Agreement, including the right of reasonable access over the Lands for the purpose of gaining access to such Works; and
- (b) the Grantor may at any time require Hydro to attach a revised survey plan to this Agreement to include those additional portions of the Lands.

4.0 NON-EXCLUSIVE USE

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

5.0 PROTECTION OF THE ENVIRONMENT

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

6.0 COVENANTS OF HYDRO

6.1 Hydro covenants separately with the Grantor that:

- (a) After the construction of the Works or any relocation of the Works in accordance with Section 8.1 on or about the Right of Way Area, Hydro will cause that portion of the Lands used by Hydro for the Works as contemplated in Section 2.1(a) to be surveyed by a British Columbia Land Surveyor and will deliver such survey plan to the Grantor. Upon the delivery of such survey plan to the Grantor, that portion of the Lands so surveyed will be deemed to be the Right of Way Area for purposes of interpreting this Agreement and as modified under this Agreement from time to time. The Grantor authorizes Hydro and the registrar of the relevant land title office to do all things necessary in relation to the filing of the survey plan for the Right of Way Area, including inserting the number assigned by the relevant land title office to such plan;
- (b) Hydro shall pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Hydro which relate to the Works and which Hydro is liable to pay;
- (c) Hydro shall keep the portions of the Lands used by Hydro under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of the Lands by Hydro, and on written notice from the Grantor, to make safe, clean, and sanitary any portion of them that contravene the provisions of this covenant, provided that Hydro has no obligation to keep any portion of the Lands suitable for use by anyone except Hydro;
- (d) Hydro shall bury and maintain all underground works as may be required so as not to unduly interfere with the drainage of the Lands;

- (e) Hydro shall take all reasonable steps and precautions to minimize disturbance of any archaeological material discovered by Hydro on the Right of Way Area, and to immediately notify the Grantor;
- (f) Hydro shall not bury debris or rubbish of any kind on the Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds;
- (g) Hydro shall not commit or suffer any wilful or voluntary waste, spoil or destruction on the Right of Way Area, or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the Grantor, except to the extent required by Hydro acting reasonably, to exercise its rights under this Agreement; and
- (h) Hydro shall permit the Grantor to enter upon the Right of Way Area at any time to examine its condition.

7.0 WORK PLANS

7.1 Except in the case of an emergency or reasonably apprehended emergency, Hydro will provide to the Grantor a written work plan describing the proposed work located on, outside or related to the Right of Way Area prior to undertaking any of the following work under this Agreement:

- (a) construction of any new Works;
- (b) relocation of any Works; and
- (c) construction or relocation of any Access Improvements.

In accordance with this Section, prior to undertaking any work, Hydro will deliver a copy of the work plan to the Grantor for comment by the Grantor. The Grantor will no more than fourteen (14) days after receiving the work plan, provide to Hydro in writing any comments that it may have, and Hydro will use reasonable efforts to accommodate any suggestions or requests presented by the Grantor to Hydro provided they do not result in delays, increased costs or technical difficulties.

8.0 RELOCATION OF WORKS DUE TO CHANGE

8.1 If a material change occurs to the Lands, such as erosion, which for any reason makes the continued use of any portion of the Right of Way Area or the Excluded Right of Way Area unsuitable for any of the Works, then the Grantor will consent to the relocation and replacement of such Works to a new location on the Lands, as follows:

- (a) Hydro will before undertaking any work, deliver a work plan to the Grantor indicating the contemplated relocation of the Works for approval by the Grantor, which approval will not be unreasonably withheld, delayed or made subject to any unreasonable conditions;

- (b) Hydro will take into account any likely material effect of the relocated Works on adjacent lands, and the Grantor will take into account the cost efficiencies of the location selected by Hydro for the relocated Works in relation to alternative locations;
- (c) the relocated Works will be covered by the terms and conditions of this Agreement; and
- (d) if Works are relocated from the Excluded Right of Way Area to the Lands Hydro will pay the Grantor the fair market value of the new Right of Way Area provided the Grantor has not caused any portion of such Excluded Right of Way Area to become unsuitable for any of the Works.

9.0 RELOCATION OF WORKS AT THE REQUEST OF THE GRANTOR

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

- (a) the new location is, in the reasonable opinion of Hydro, suitable for use for the relocated Works considering construction, maintenance and operation, and cost factors;
- (b) the Grantor gives Hydro reasonable notice to permit proper design, planning and construction of the Works to be relocated;
- (c) the Grantor agrees to pay all reasonable costs and expenses, including costs of design, supervision and construction (before any relocation, the Grantor will pay the costs and expenses as estimated by Hydro, with appropriate adjustments based on actuals after the relocation is complete); and
- (d) the rights, liberties and rights of way under this Agreement will extend to the relocated Works and associated areas.

10.0 REMOVAL OF WORKS

10.1 If Hydro no longer requires all or a portion of the Right of Way Area, then Hydro shall, in respect of such Right of Way Area:

- (a) quit peaceably such Right of Way Area;
- (b) remove any Access Improvements no longer required in relation to such Right of Way Area;
- (c) remove all above ground Works from such Right of Way Area within a reasonable period of time and any Works remaining on that portion of the Right of Way Area will be absolutely forfeited to and become the property of the Grantor. If the Grantor removes any remaining above ground Works within

four (4) years, Hydro will, on demand by the Grantor, reimburse the Grantor for all reasonable costs of removal; and

- (d) remain liable for any environmental damage to the Lands arising from any below ground Works that remain on or in such Right of Way Area, except if the Grantor uses or authorizes the use of any of the remaining below ground Works for any purpose then Hydro will not be liable for any environmental damage caused by the Grantor's use, or authorized use; and to the extent necessary, this covenant will survive the termination of this Agreement.

11.0 COVENANTS OF THE GRANTOR

11.1 The Grantor covenants with Hydro that:

- (a) Hydro shall and may peaceably enjoy and hold its rights under this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any other person lawfully claiming from or under the Grantor, provided however that nothing in this Section 11.1(a) shall limit the Grantor's right of inspection pursuant to Section 6.1(h);
- (b) the Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, fill, pile of material, obstruction, equipment, thing or inflammable substance, or plant any vegetation upon the Area of the Works, if any such action or thing, in the reasonable opinion of Hydro:
 - (i) may interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;
 - (ii) may obstruct access to the Works or any part thereof by those authorized by Hydro; or
 - (iii) may by its operation, use, maintenance or existence on the Area of the Works, create or increase any hazard to persons or property in relation to the Works;
- (c) the Grantor will not diminish or increase the ground elevation in the Right of Way Area by any method, including piling any material or creating any excavation, drain, or ditch in the Right of Way Area, unless permission in writing from Hydro has first been received, which permission will not be unreasonably withheld, conditioned or delayed;
- (d) the Grantor will not carry out blasting or aerial logging operations on or adjacent to the Area of the Works without prior written permission from Hydro, which permission will not be unreasonably withheld, conditioned or delayed;

- (e) the Grantor will not use or authorize the use of the portions of the Right of Way Area for the regular, or organized parking of vehicles without the prior written permission from Hydro, which permission will not be unreasonably withheld, conditioned or delayed, provided that nothing in this subsection is intended to prevent safe temporary parking of vehicles;
- (f) the Grantor will not park, or authorize to be parked on the Right of Way Area any vehicle or equipment if the parking of such vehicle does not comply with the requirements of the Canadian Standards Association's Canadian Electrical Code, as may be amended from time to time; and
- (g) the Grantor will not use, or authorize the use of the Right of Way Area for fuelling any vehicle or equipment.

12.0 COMPENSATION FOR DAMAGES

12.1 Subject to the rights granted in this Agreement, Hydro covenants with the Grantor that if Hydro or its contractors, damage any structures, buildings, fixtures, improvements, or chattels outside of the Area of the Works, or damage any crops, merchantable timber, livestock, drains, ditches, culverts, fences, trails, bridges, or roads on the Lands, and such damage is not caused as a result of the Grantor's breach of the terms of this Agreement or the negligence or willful act of the Grantor or its contractors, agents or permittees, that Hydro will:

- (a) compensate the Grantor for such damages, to the extent caused by Hydro; or
- (b) within a reasonable period of time, repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage.

12.2 Compensation paid to the Grantor for merchantable timber pursuant to Section.12.1 will be in accordance with generally accepted principles of timber valuation and the parties agree that on payment, title to any timber cut on the Lands under this Agreement will vest in Hydro.

13.0 INDEMNITY

13.1 Hydro will save harmless and indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:

- (a) any breach, violation or non-performance by Hydro of any of Hydro's covenants, conditions or obligations under this Agreement; and
- (b) any act or omission on the part of Hydro in respect of or in relation to its Works including the construction, maintenance, operation or decommissioning of its Works, but only to the extent any such matter is found to be the

responsibility of Hydro and was not contributed to by the negligence, or breach, violation or non-performance, by the Grantor or by those for whom the Grantor is responsible at law, and not for any matters based on nuisance or the rule in *Rylands v. Fletcher* unless Hydro was negligent.

14.0 DISPUTE RESOLUTION

14.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
- (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute;
- (c) if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this Section for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

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15.1 This Agreement runs with and binds the Lands to the extent necessary to give full force and effect to this Agreement.

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16.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the following addresses:

To the Grantor:
[Name of First Nation]
address, etc.]

To Hydro:
Manager, Properties
B.C. Hydro
8th Floor – 333 Dunsmuir Street
Vancouver, British Columbia
V6B 5R3

Fax: (604) 623-3951

- (a) If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:
 - (i) if it was delivered personally or by courier, on the next business day;
 - (ii) if it was sent by fax, on the next business day; or
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In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

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17.0 GENERAL

- 17.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.
- 17.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.
- 17.3 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.
- 17.4 Each party to this Agreement may register this Agreement in any land registry system established or used by the Grantor for lands within its jurisdiction. At the request of any party to this Agreement, both parties will cooperate in executing any documents or plans required to accomplish the registration of this Agreement and to preserve the substance and priority of this Agreement in relation to those portions of the Lands affected by this Agreement.
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18.1 In this Agreement:

- (a) all attached schedules form an integral part of this Agreement;
- (b) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;
- (c) a reference to “party” or “parties” in this Agreement is a reference to Grantor or Hydro, or both, as the context requires; and
- (d) 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 WHEREOF the parties have duly executed this Agreement, as of the date first referred to above.

British Columbia Hydro and Power Authority by its authorized signatory:

Signature: _____

Name (Printed): _____

Title: _____

Grantor, by its authorized signatory:

Signature: _____

Name (Printed): _____

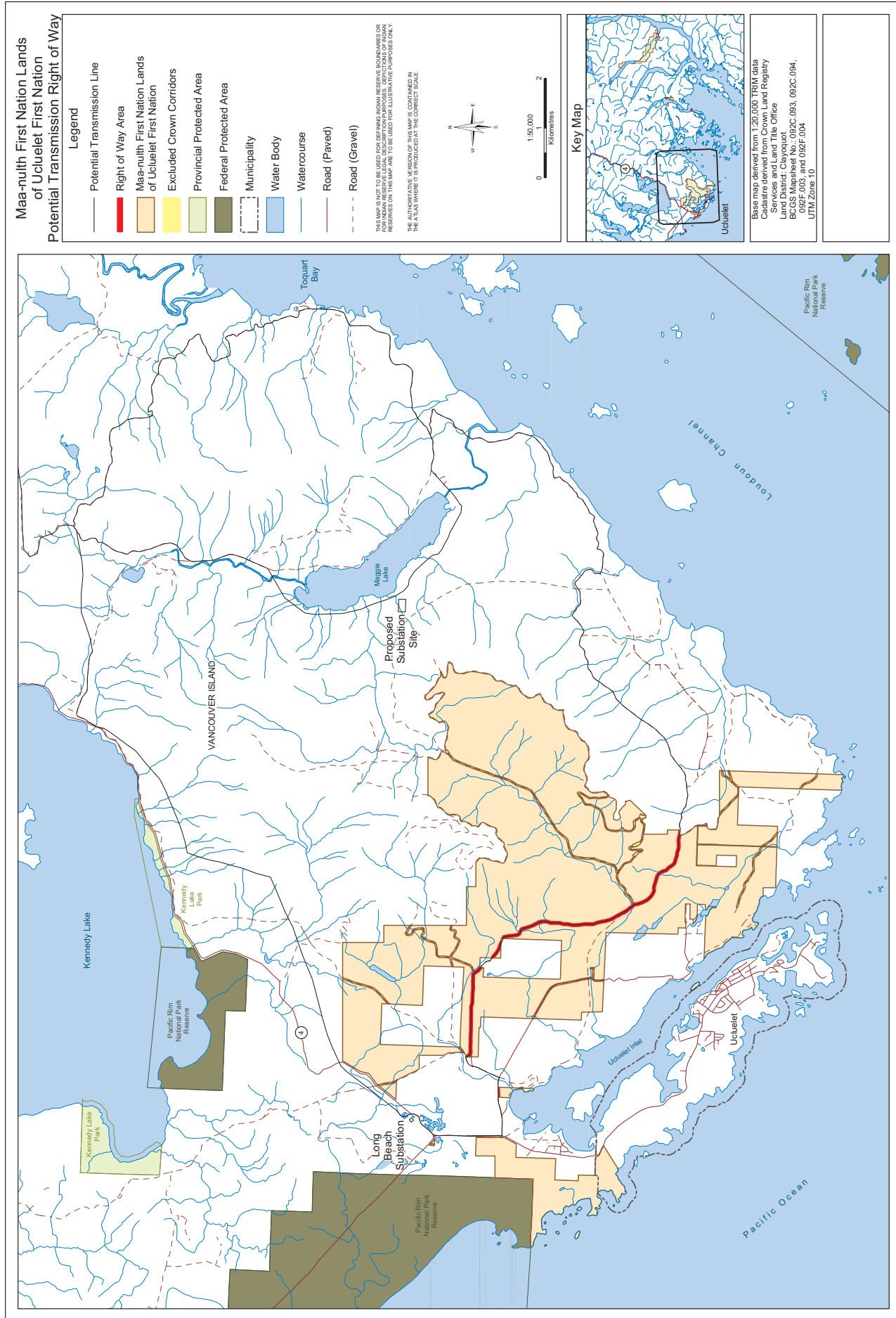
Title: _____

SCHEDULE “A”

(Lands transferred to the Grantor in accordance with the Final Agreement)

SCHEDULE “B”

(Sketch Plan of approximate Right of Way Area)



**APPENDIX E-11 TO E-15
INTERESTS TO CONTINUE UNDER
EXISTING TERMS AND CONDITIONS**

The Interests listed in Appendices E-11 to E-15 are those Interests to continue under existing terms and conditions identified as of the date this Agreement is signed by the Parties and, as of the Effective Date, includes any renewal or replacement thereof.

APPENDIX E-11
INTERESTS TO CONTINUE UNDER EXISTING TERMS
AND CONDITIONS ON MAA-NULTH FIRST NATION
LANDS OF HUU-AY-AHT FIRST NATIONS

Part 1 ~ Traplines

General Location	Trapline Registration No.
Appendix B-1, Part 2(a), Plan 1	0103T415
Appendix B-1, Part 2(a), Plan 1	0103T423
Appendix B-1, Part 2(a), Plans 4 and 6	0103T424
Appendix B-1, Part 2(a), Plans 3, 4 and 5	0103T414
Appendix B-1, Part 2(a), Plans 8, 9 and 12	0103T420
Appendix B-1, Part 2(a), Plan 9	0103T421
Appendix B-1, Part 2(a), Plans 9, 12 and 13	0103T419
Appendix B-1, Part 2(a), Plans 10, 11 and 13	0103T401

Part 2 ~ Guide Outfitter Certificate

General Location	Certificate No.
Appendix B-1, Part 2(a), Plans 1 - 13	100674

Part 3 ~ Water Rights

General Location	Tenure Type	Licence/Permit No.
Appendix B-1, Part 2(a), Plan 4	Conditional Water Licence	55723
Appendix B-1, Part 2(a), Plan 4 and 6	Permit to Occupy Crown Land	12867
Appendix B-1, Part 2(a), Plan 6	Conditional Water Licence	35822
Appendix B-1, Part 2(a), Plan 6	Permit to Occupy Crown Land	7607
Appendix B-1, Part 2(a), Plan 6	Conditional Water Licence	55521
Appendix B-1, Part 2(a), Plan 6	Permit to Occupy Crown Land	12812
Appendix B-1, Part 2(a), Plan 5	Conditional Water Licence	117847
Appendix B-1, Part 2(a), Plan 3 and 5	Permit to Occupy Crown Land	11925
Appendix B-1, Part 2(a), Plan 5	Conditional Water Licence	116600
Appendix B-1, Part 2(a), Plan 3 and 5	Permit to Occupy Crown Land	24132

APPENDIX E-12
INTERESTS TO CONTINUE UNDER EXISTING TERMS
AND CONDITIONS ON MAA-NULTH FIRST NATION LANDS
OF KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST NATIONS

Part 1 ~Traplines

General Location	Trapline Registration No.
Appendix B-2, Part 2(a), Plan 2	0112T610
Appendix B-2, Part 2(a), Plans 2, and 6	0112T611
Appendix B-2, Part 2(a), Plan 4	0112T613
Appendix B-2, Part 2(a), Plan 9	0112T614
Appendix B-2, Part 2(a), Plan 16	0112T620
Appendix B-2, Part 2(a), Plan 17	0112T645
Appendix B-2, Part 2(a), Plans 20, 21 and 22	0112T617
Appendix B-2, Part 2(a), Plan 20	0112T616
Appendix B-2, Part 2(a), Plans 23, 24 and 25	0112T618
Appendix B-2, Part 2(a), Plans 21, 22 and 23	0112T601
Appendix B-2, Part 2(a), Plan 1	0112T609

Part 2 ~ Guide Outfitter Certificate

General Location	Certificate No.
Appendix B-2, Part 2(a), Plans 1-25	100672

Part 3 ~ Water Rights

General Location	Tenure Type	Licence/Permit No.
Appendix B-2, Part 2(a), Plan 14	Conditional Water Licence	61431
Appendix B-2, Part 2(a), Plan 14 and 15	Permit to Occupy Crown Land	14745
Appendix B-2, Part 2(a), Plan 15	Conditional Water Licence	63979
Appendix B-2, Part 2(a), Plan 15	Permit to Occupy Crown Land	14752
Appendix B-2, Part 2(a), Plan 15	Conditional Water Licence	102255
Appendix B-2, Part 2(a), Plan 15	Permit to Occupy Crown Land	20899
Appendix B-2, Part 2(a), Plan 15	Conditional Water Licence	50685
Appendix B-2, Part 2(a), Plan 15	Permit to Occupy Crown Land	11584
Appendix B-2, Part 2(a), Plan 15	Conditional Water Licence	50686
Appendix B-2, Part 2(a), Plan 15	Permit to Occupy Crown Land	11585
Appendix B-2, Part 2(a), Plan 15	Conditional Water Licence	109577
Appendix B-2, Part 2(a), Plan 15	Permit to Occupy Crown Land	22152
Appendix B-2, Part 2(a), Plan 22	Conditional Water Licence	119463

Part 4 ~ Subsurface Tenures

General Location	Mineral Tenure	Tenure No.	Interest Holder
Appendix B-2, Part 2(a), Plan 12	Four Post Mineral Claim	391428	Johan Thom Shearer
Appendix B-2, Part 2(a), Plan 12	Mineral Cell Title Submission	506979	Johan Thom Shearer

Part 5 ~ Park Use Permits

General Location	Park	Permit No.
Appendix B-2, Part 2(a), Plans 1, 2 and 6	Brooks Peninsula Provincial Park	VC0510010
Appendix B-2, Part 2(a), Plans 1, 2, and 6	Brooks Peninsula Provincial Park	ST9910198
Appendix B-2, Part 2(a), Plans 1, 2, 4, and 6	Brooks Peninsula Provincial Park/ Big Bunsby Marine Park	VI0510228
Appendix B-2, Part 2(a), Plans 1, 2 6, and 19	Brooks Peninsula Provincial Park/ Tahsish-Kwois Provincial Park	ST9710109
Appendix B-2, Part 2(a), Plans 1, 2 6, and 19	Brooks Peninsula Provincial Park/ Tahsish-Kwois Provincial Park	ST9910228
Appendix B-2, Part 2(a), Plan 4	Big Bunsby Marine Park	ST9810176
Appendix B-2, Part 2(a), Plan 19	Tahsish-Kwois Provincial Park	VI0510169
Appendix B-2, Part 2(a), Plan 19	Tahsish-Kwois Provincial Park	VI0210047

**APPENDIX E-13
INTERESTS TO CONTINUE UNDER EXISTING TERMS
AND CONDITIONS ON MAA-NULTH FIRST NATION
LANDS OF TOQUAHT NATION**

Part 1 ~ Traplines

General Location	Trapline Registration No.
Appendix B-3, Part 2(a), Plan 1	0108T435
Appendix B-3, Part 2(a), Plans 1 and 9	0108T487
Appendix B-3, Part 2(a), Plans 2, 3, 4 and 7	0108T475
Appendix B-3, Part 2(a), Plan 3	0108T403
Appendix B-3, Part 2(a), Plan 6	0108T400
Appendix B-3, Part 2(a), Plans 4 and 8	0108T477
Appendix B-3, Part 2(a), Plans 8 and 9	0108T497

Part 2 ~ Guide Outfitter Certificate

General Location	Certificate No.
Appendix B-5, Part 2(a), Plans 1 - 11	100671

Part 3 ~ Subsurface Tenures

General Location	Mineral Tenure	Tenure No.	Interest Holder
Appendix B-3, Part 2(a), Plan 2	Four Post Mineral Claim	404313	Logan Resources Ltd. (Inc. No. BC0177147)
Appendix B-3, Part 2(a), Plan 2	Four Post Mineral Claim	409841	Logan Resources Ltd. (Inc. No. BC0177147)
Appendix B-3, Part 2(a), Plans 4 and 7	Four Post Mineral Claim	409845	Logan Resources Ltd. (Inc. No. BC0177147)

Part 4 ~ Continuing Interests Registered in the Land Title Office

General Location	Legal Description	Land Title Parcel Identifier (PID)	Interest	Land Title Office Registration No.	Interest Holder
Appendix B-3, Part 2(a), Plan 2	Section 87, Alberni District, (situated in Clayoquot District) except part in plan 15460	008-421-366	Statutory Right of Way	EV070721 EX60259	Island Timberlands GP Ltd. (Inc. No. BC0714328)
Appendix B-3, Part 2(a), Plan 2	Section 87, Alberni District, (situated in Clayoquot District) except part in plan 15460	008-421-366	Mortgage and Assignment of Rents	EX112026 EX112027	BNY Trust Company of (Inc. No. A0055985)

**APPENDIX E-14
INTERESTS TO CONTINUE UNDER EXISTING
TERMS AND CONDITIONS ON MAA-NULTH
FIRST NATION LANDS OF UCHUCKLESAHT TRIBE**

Part 1 ~ Traplines

General Location	Trapline Registration No.
Appendix B-4, Part 2(a), Plan 1	0107T419
Appendix B-4, Part 2(a), Plans 1, 2, 4, 5, 6 and 7	0107T418
Appendix B-4, Part 2(a), Plans 3, 8 and 9	0108T400
Appendix B-4, Part 2(a), Plans 3 – 9	0107T417
Appendix B-4, Part 2(a), Plan 9	0107T435

Part 2 ~ Guide Outfitter Certificate

General Location	Certificate No.
Appendix B-4, Part 2(a), Plans 1 – 9	100671

Part 3 ~ Water Rights

General Location	Tenure Type	Licence/Permit No.
Appendix B-4, Part 2(a), Plan 7	Conditional Water Licence	107581
Appendix B-4, Part 2(a), Plan 7	Permit to Occupy Crown Land	21001
Appendix B-4, Part 2(a), Plan 7	Conditional Water Licence	107583
Appendix B-4, Part 2(a), Plan 7	Permit to Occupy Crown Land	21002
Appendix B-4, Part 2(a), Plan 7	Conditional Water Licence	45290
Appendix B-4, Part 2(a), Plan 7	Permit to Occupy Crown Land	10263
Appendix B-4, Part 2(a), Plan 8	Conditional Water Licence	119501
Appendix B-4, Part 2(a), Plan 8	Permit to Occupy Crown Land	25680
Appendix B-4, Part 2(a), Plan 9	Conditional Water Licence	117824
Appendix B-4, Part 2(a), Plan 9	Permit to Occupy Crown Land	25678

General Location	Tenure Type	Licence/Permit No.
Appendix B-4, Part 2(a), Plan 9	Conditional Water Licence	114933
Appendix B-4, Part 2(a), Plan 9	Permit to Occupy Crown Land	23258
Appendix B-4, Part 2(a), Plan 9	Conditional Water Licence	114934
Appendix B-4, Part 2(a), Plan 9	Permit to Occupy Crown Land	23259
Appendix B-4, Part 2(a), Plan 9	Conditional Water Licence	114935
Appendix B-4, Part 2(a), Plan 9	Permit to Occupy Crown Land	23260
Appendix B-4, Part 2(a), Plan 9	Conditional Water Licence	114936
Appendix B-4, Part 2(a), Plan 9	Permit to Occupy Crown Land	23261
Appendix B-4, Part 2(a), Plan 9	Conditional Water Licence	114937
Appendix B-4, Part 2(a), Plan 9	Permit to Occupy Crown Land	23262
Appendix B-4, Part 2(a), Plan 9	Conditional Water Licence	114938
Appendix B-4, Part 2(a), Plan 9	Permit to Occupy Crown Land	23263
Appendix B-4, Part 2(a), Plan 9	Conditional Water Licence	114939
Appendix B-4, Part 2(a), Plan 9	Permit to Occupy Crown Land	23264
Appendix B-4, Part 2(a), Plan 9	Conditional Water Licence	114940
Appendix B-4, Part 2(a), Plan 9	Permit to Occupy Crown Land	23265
Appendix B-4, Part 2(a), Plan 9	Conditional Water Licence	114941
Appendix B-4, Part 2(a), Plan 9	Permit to Occupy Crown Land	23266
Appendix B-4, Part 2(a), Plan 9	Conditional Water Licence	114942
Appendix B-4, Part 2(a), Plan 9	Permit to Occupy Crown Land	23267
Appendix B-4, Part 2(a), Plan 9	Conditional Water Licence	105763
Appendix B-4, Part 2(a), Plan 9	Permit to Occupy Crown Land	23268

**APPENDIX E-15
INTERESTS TO CONTINUE UNDER EXISTING
TERMS AND CONDITIONS ON MAA-NULTH
FIRST NATION LANDS OF UCLUELET FIRST NATION**

Part 1 ~ Traplines

General Location	Trapline Registration No.
Appendix B-5, Part 2(a), Plan 1	0108T480
Appendix B-5, Part 2(a), Plans 1 - 3	0108T435
Appendix B-5, Part 2(a), Plans 2 and 3	0108T487
Appendix B-5, Part 2(a), Plans 4 and 5	0108T400
Appendix B-5, Part 2(a), Plans 6, 7 and 8	0107T401
Appendix B-5, Part 2(a), Plan 7	0107T418
Appendix B-5, Part 2(a), Plans 2 and 3	0108T403

Part 2 ~ Guide Outfitter Certificate

General Location	Certificate No.
Appendix B-5, Part 2(a), Plans 1 - 8	100671

Part 3 ~ Water Rights

General Location	Tenure Type	Licence/Permit No.
Appendix B-5, Part 2(a), Plan 1	Conditional Water Licence	45286
Appendix B-5, Part 2(a), Plan 1	Permit to Occupy Crown Land	25683
Appendix B-5, Part 2(a), Plan 1	Conditional Water Licence	45287
Appendix B-5, Part 2(a), Plan 1	Permit to Occupy Crown Land	25684
Appendix B-5, Part 2(a), Plan 2	Conditional Water Licence	24206
Appendix B-5, Part 2(a), Plan 3	Conditional Water Licence	26923
Appendix B-5, Part 2(a), Plan 2	Conditional Water Licence	29963
Appendix B-5, Part 2(a), Plan 2	Conditional Water Licence	35653
Appendix B-5, Part 2(a), Plan 2	Conditional Water Licence	104912
Appendix B-5, Part 2(a), Plans 2 and 3	Permit to Occupy Crown Land	13336
Appendix B-5, Part 2(a), Plan 3	Conditional Water Licence	61385
Appendix B-5, Part 2(a), Plans 2 and 3	Permit to Occupy Crown Land	14739
Appendix B-5, Part 2(a), Plan 2	Conditional Water Licence	109594
Appendix B-5, Part 2(a), Plans 2 and 3	Permit to Occupy Crown Land	21587

Part 4 ~ Subsurface Tenures

General Location	Mineral Tenure	Tenure No.	Interest Holder
Appendix B-5, Part 2(a), Plan 2	Four Post Mineral Claim	409836	Logan Resources Ltd. (Inc. No. BC0177147)
Appendix B-5, Part 2(a), Plan 2	Four Post Mineral Claim	409838	Logan Resources Ltd. (Inc. No. BC0177147)
Appendix B-5, Part 2(a), Plan 2	Four Post Mineral Claim	409839	Logan Resources Ltd. (Inc. No. BC0177147)
Appendix B-5, Part 2(a), Plan 2	Four Post Mineral Claim	409842	Logan Resources Ltd. (Inc. No. BC0177147)
Appendix B-5, Part 2(a), Plan 2	Two Post Mineral Claim	396938	William Ian Howie

Part 5 ~ Continuing Interests Registered in the Land Title Office

General Location	Legal Description	Land Title Parcel Identifier (PID)	Interest	Land Title Office Registration No.	Interest Holder
Appendix B-5, Part 3(a), Plan 1	Lot 1 of District Lot 471, Clayoquot District, Plan VIP75113	025-635-719	Section 219 Covenant	EV124432	District of Ucluelet

**APPENDIX E-16 TO E-20
EXISTING FORESHORE INTERESTS
REQUIRING UPLAND OWNER CONSENT**

APPENDIX E-16
EXISTING FORESHORE INTERESTS REQUIRING UPLAND
OWNER CONSENT BY HUU-AY-AHT FIRST NATIONS

General Location	Interest Holder	Tenure Type	Tenure Document No.
Appendix B-1, Part 2(a), Plan 4	Canadian Benthic Limited (Inc. No. BC0139737)	Provincial Aquaculture Lease	111517
Appendix B-1, Part 2(a), Plan 4	Domenico Germani & Mike Germani	Provincial Aquaculture/ Shellfish Licence of Occupation	111990
Appendix B-1, Part 2(a), Plan 8	Dixon Island Shellfish Ltd. (Inc. No. BC0548514)	Provincial Aquaculture/ Shellfish Licence of Occupation	105739
Appendix B-1, Part 2(a), Plan 4	Congreve Island Shellfish Ltd. (Inc. No. BC0417559)	Provincial Aquaculture/ Shellfish Licence of Occupation	105736
Appendix B-1, Part 2(a), Plan 4	Canadian Benthic Limited (Inc. No. BC0139737)	Provincial Aquaculture/ Shellfish Licence of Occupation	105985
Appendix B-1, Part 2(a), Plan 6	Lonny Brook	Provincial Private Moorage/Licence of Occupation	109780

APPENDIX E-17
EXISTING FORESHORE INTERESTS REQUIRING
UPLAND OWNER CONSENT BY
KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST NATIONS

General Location	Interest Holder	Tenure Type	Tenure Document No.
Appendix B-2, Part 2(a), Plan 9	International Forest Products Limited (Inc. No. BC0200146)	Provincial Industrial Log Handling/Licence of Occupation	111998
Appendix B-2, Part 2(a), Plan 17	Slam Bang Logging Ltd. (Inc. No. BC0087665)	Provincial Industrial Log Handling/Licence of Occupation	109755
Appendix B-2, Part 2(a), Plan 22	V.M.K. Enterprises Ltd. (Inc. No. BC0560052)	Provincial Commercial/Lease	108924

APPENDIX E-18
EXISTING FORESHORE INTERESTS REQUIRING
UPLAND OWNER CONSENT BY TOQUAHT NATION

General Location	Interest Holder	Tenure Type	Tenure Document No.
Appendix B-3, Part 2(a), Plan 4	Coulson Forest Products Limited (Inc. No. BC0203973)	Provincial Industrial Log Handling Lease	112705

APPENDIX E-19
EXISTING FORESHORE INTERESTS REQUIRING
UPLAND OWNER CONSENT BY UCHUCKLESAHT TRIBE

General Location	Interest Holder	Tenure Type	Tenure Document No.
Appendix B-4, Part 2(a), Plan 8	Robert & Shawna Milne	Provincial Aquaculture/ Shellfish Licence of Occupation	105774
Appendix B-4, Part 2(a), Plan 8	Sonora Fishing Co. Ltd. (Inc. No. BC0160530)	Provincial Aquaculture/ Shellfish Licence of Occupation	105211
Appendix B-4, Part 2(a), Plan 8	Barbara West, Donald Bohn, Lorne Foxcroft and Peter Wilson	Provincial Aquaculture/ Shellfish Licence of Occupation	107619
Appendix B-4, Part 2(a), Plan 8	Imperial Eagle Clam Company Limited (Inc. No. BC0476081)	Provincial Aquaculture/ Shellfish Licence of Occupation	105944
Appendix B-4, Part 2(a), Plan 6 and 7	Western Forest Products Inc. (Inc. No. A0070374)	Provincial Log Dump/ Booming/Licence of Occupation	Port Alberni Port Authority No.514
Appendix B-4, Part 2(a), Plan 8	Western Forest Products Inc. (Inc. No. A0070374)	Provincial Log Storage/ Licence of Occupation	Port Alberni Port Authority No.981
Appendix B-4, Part 2(a), Plan 6 and 8	Western Forest Products Inc. (Inc. No. A0070374)	Provincial Log Dump/ Booming/Licence of Occupation	Port Alberni Port Authority No.2131

APPENDIX E-20
EXISTING FORESHORE INTERESTS REQUIRING UPLAND
OWNER CONSENT BY UCLUELET FIRST NATION

General Location	Interest Holder	Tenure Type	Tenure Document No.
Appendix B-5, Part 2(a), Plan 5	Martha Paul	Provincial Aquaculture/ Shellfish Licence of Occupation	109318
Appendix B-5, Part 2(a), Plan 2	Island Timberlands GP Ltd. (Inc. No. BC0714328)	Provincial Industrial Log handling storage Lease	102329

**APPENDIX E-21
EXISTING FORESHORE
INTERESTS — FORM OF CONSENT**

1. Upland Owner Consent

UPLAND OWNER CONSENT

TO: Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Agriculture and Lands (“British Columbia”)

FROM: [Applicable Maa-nulth First Nation] (“_____”)

WHEREAS:

- A. [Applicable Maa-nulth First Nation] is the owner in fee simple of the land located _____, legally described as [INSERT LEGAL DESCRIPTION] (the “Upland”);
- B. British Columbia is the owner in fee simple of the parcel or tract of land being the foreshore fronting on the Upland and all land covered by water adjoining the Upland (the “Foreshore”);
- C. The Upland and Foreshore are adjacent to each other and the [Applicable Maa-nulth First Nation], as owner of the Upland, is entitled to exercise its riparian right of access to the Upland by crossing the Foreshore;
- D. British Columbia wishes to interfere with the [Applicable Maa-nulth First Nation’s] riparian right of access to the Upland by authorizing, under _____ existing license(s) of occupation (collectively, the “Licenses”), the use of the identified portions of the Foreshore for the following purposes:
 - (i) log booming and storage operation on the portion of the Foreshore shown outlined in heavy bold on the attached Schedule “A” (“Log Booming Area”) pursuant to a license dated _____ and numbered _____, which has a term expiring _____; and
 - (ii) floating sport fishing resort business on the portion of the Foreshore shown outlined in heavy bold on the attached Schedule “B” (“Resort Fishing Area”) pursuant to a license dated _____ and numbered _____, which has a term expiring _____; and

[Note to Draft: These purposes will need to be amended to reflect the terms of the actual foreshore tenures]

- E. [Applicable Maa-nulth First Nation] is prepared to consent to such interference pursuant to the provisions set out below:

NOW THEREFORE THIS CONSENT WITNESSES that in consideration of the sum of ONE (\$1.00) dollar and other good and valuable consideration, now paid by British Columbia to the [Applicable Maa-nulth First Nation] (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. The [Applicable Maa-nulth First Nation], as owner of the Upland, on the terms set forth herein, hereby consents to British Columbia, as owner of the Foreshore, and its servants, employees, agents, contractors, tenants, invitees, licensees and all those claiming through them, interfering, in accordance with the Licenses, with the [Applicable Maa-nulth First Nation] right, as owner of the Upland, to pass and repass over the Log Booming Area and the Resort Fishing Area to gain access to and from the Upland.
2. The [Applicable Maa-nulth First Nation] acknowledges and agrees that the consent hereby given entitles British Columbia to authorize its servants, employees, agents, contractors, tenants, invitees, licensees, and all those claiming through them, in accordance with the Licenses, to:
 - (a) construct, erect, place, install, moor, maintain, replace, renovate and repair buildings, structures, works, improvements and chattels on all or any part of the Log Booming Area or the Resort Fishing Area which are reasonably necessary in connection with the purposes authorized and approved in the respective Licences;
 - (b) do all other acts within the Log Booming Area or the Resort Fishing Area, reasonably necessary or incidental to the purposes authorized and approved in connection with the respective Licenses.
3. The [Applicable Maa-nulth First Nation] or any of its successors or assigns, as the case may be, will give written notice of this Consent to any person to whom it proposes to dispose of any portion of the Upland which borders on the Foreshore, which notice will be received by that person prior to such disposition. Prior to or concurrently with such disposition, the [Applicable Maa-nulth First Nation] or any of its successors or assigns, as the case may be, will obtain a written ratification of this Consent by the transferee of such portion of the Upland in the same form as this Consent and will deliver an originally executed copy thereof to British Columbia. For the purposes of this paragraph, the word “dispose” means any transfer by any method to any person entitled to exercise a riparian right of access to the Upland.
4. British Columbia covenants and agrees with the [Applicable Maa-nulth First Nation’s] that nothing in this Consent will be deemed or otherwise construed so as to permit British Columbia, its servants, employees, agents, contractors, tenants, invitees, licensees and all those claiming through them to enter onto the Upland or to construct, place, erect or install any buildings, structures, improvements or works thereon.

5. This Consent is effective from and after _____, 200__ (“Effective Date”) until:

(a) _____, or the earlier termination of License No. _____ in respect of the interference over the Log Booming Area;
and

(b) _____, or the earlier termination of License No. _____ in respect of the interference over the Resort Fishing Area.

IN WITNESS WHEREOF, [Applicable Maa-nulth First Nation] and British Columbia have duly executed this Consent as of the Effective Date.

[Applicable Maa-nulth First Nation] by its authorized signatory(ies)

Name: _____

Name: _____

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA**
as represented by the Minister of Agriculture and Lands

Name: _____

SCHEDULE “A”

[Attach Plan of Log Booming Area]

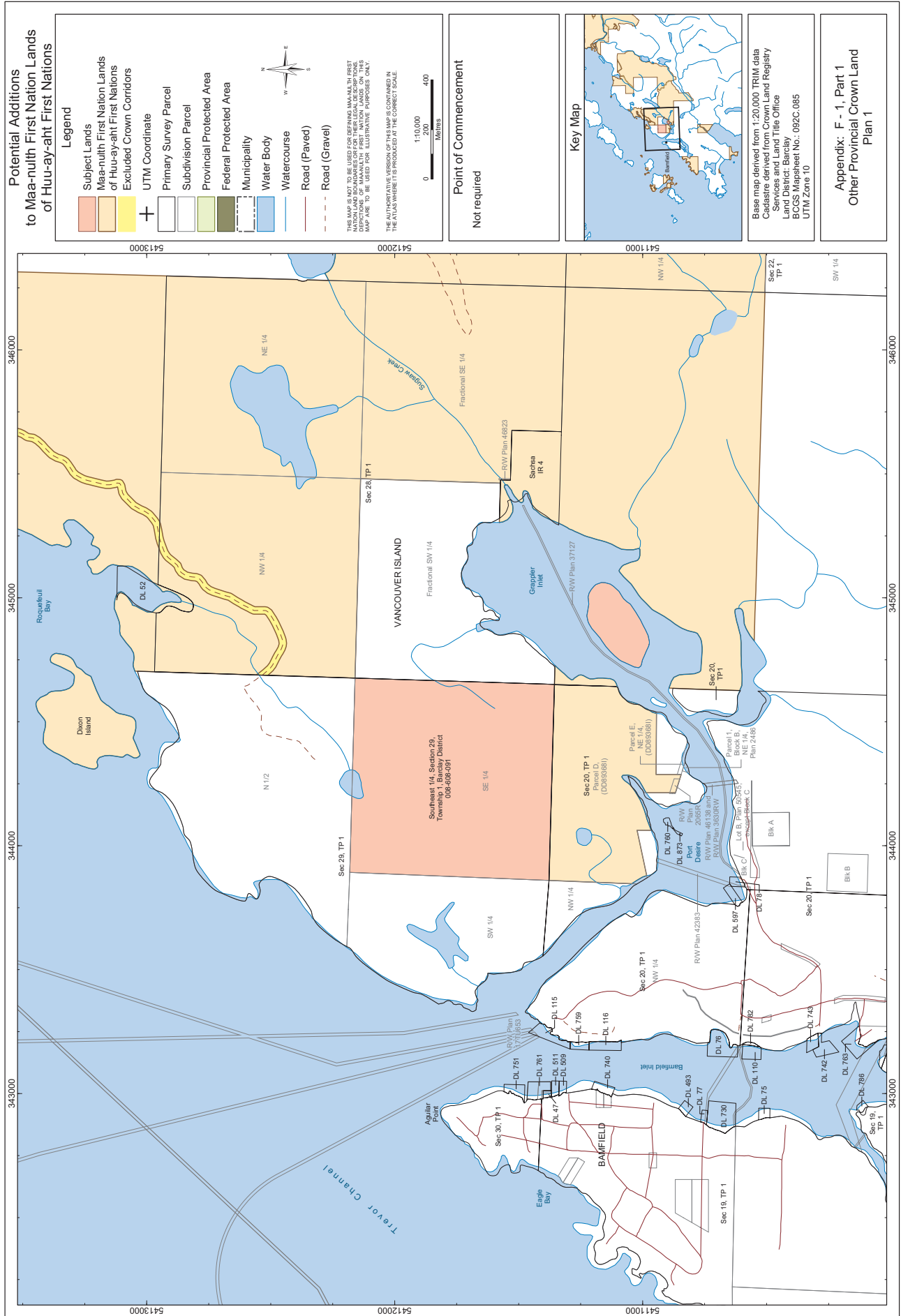
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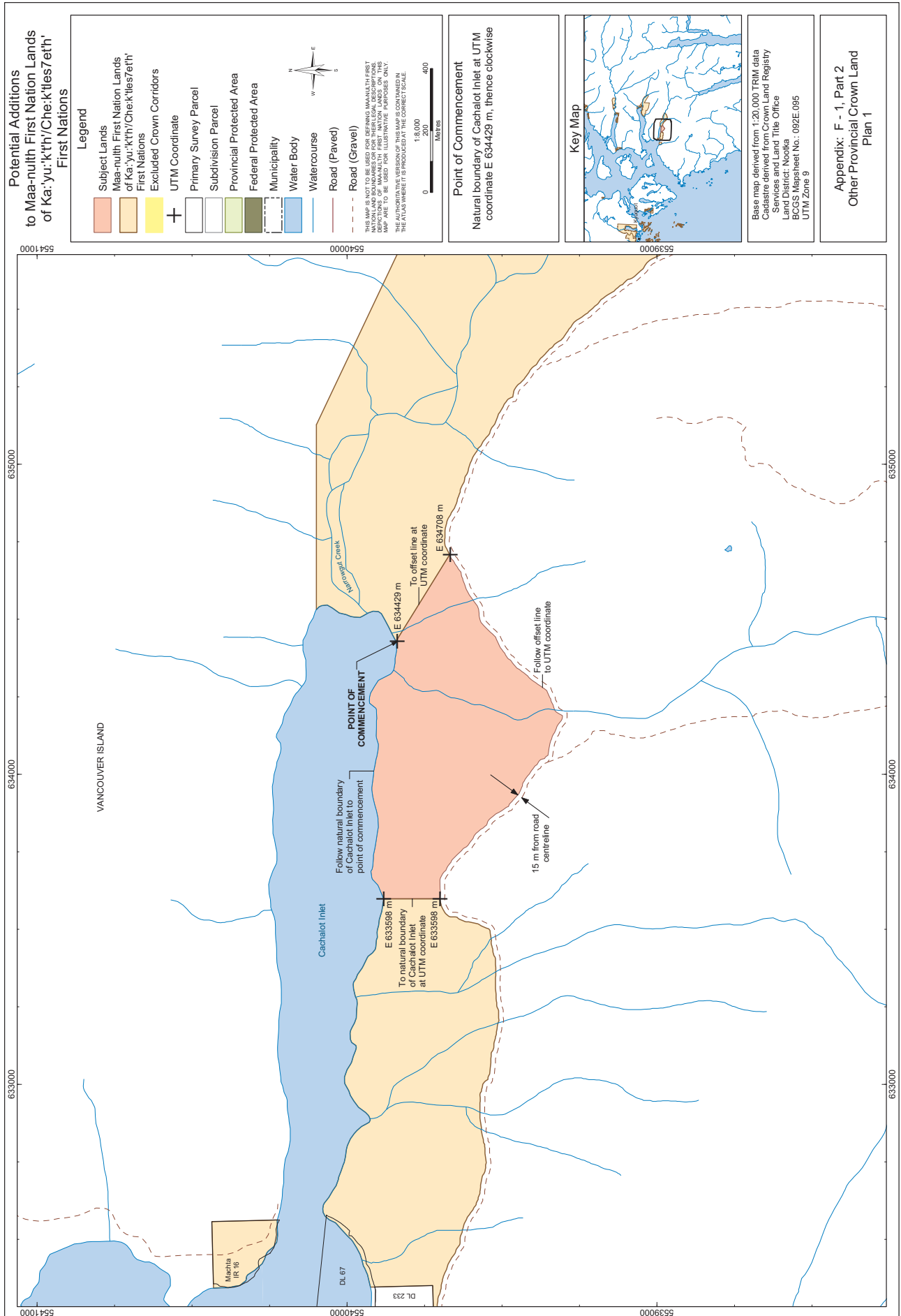
[Attach Plan of Resort Fishing Area]

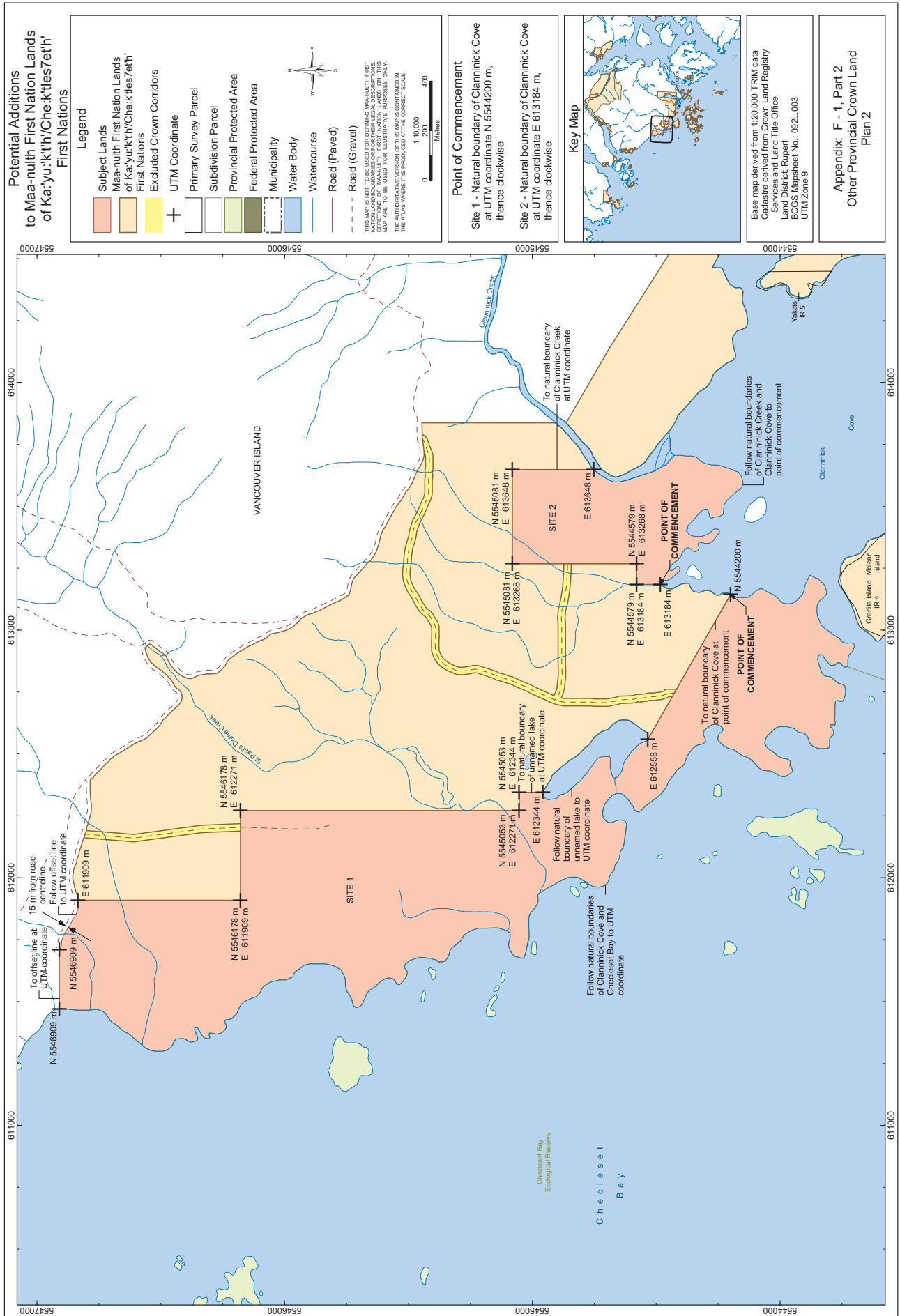
APPENDIX F

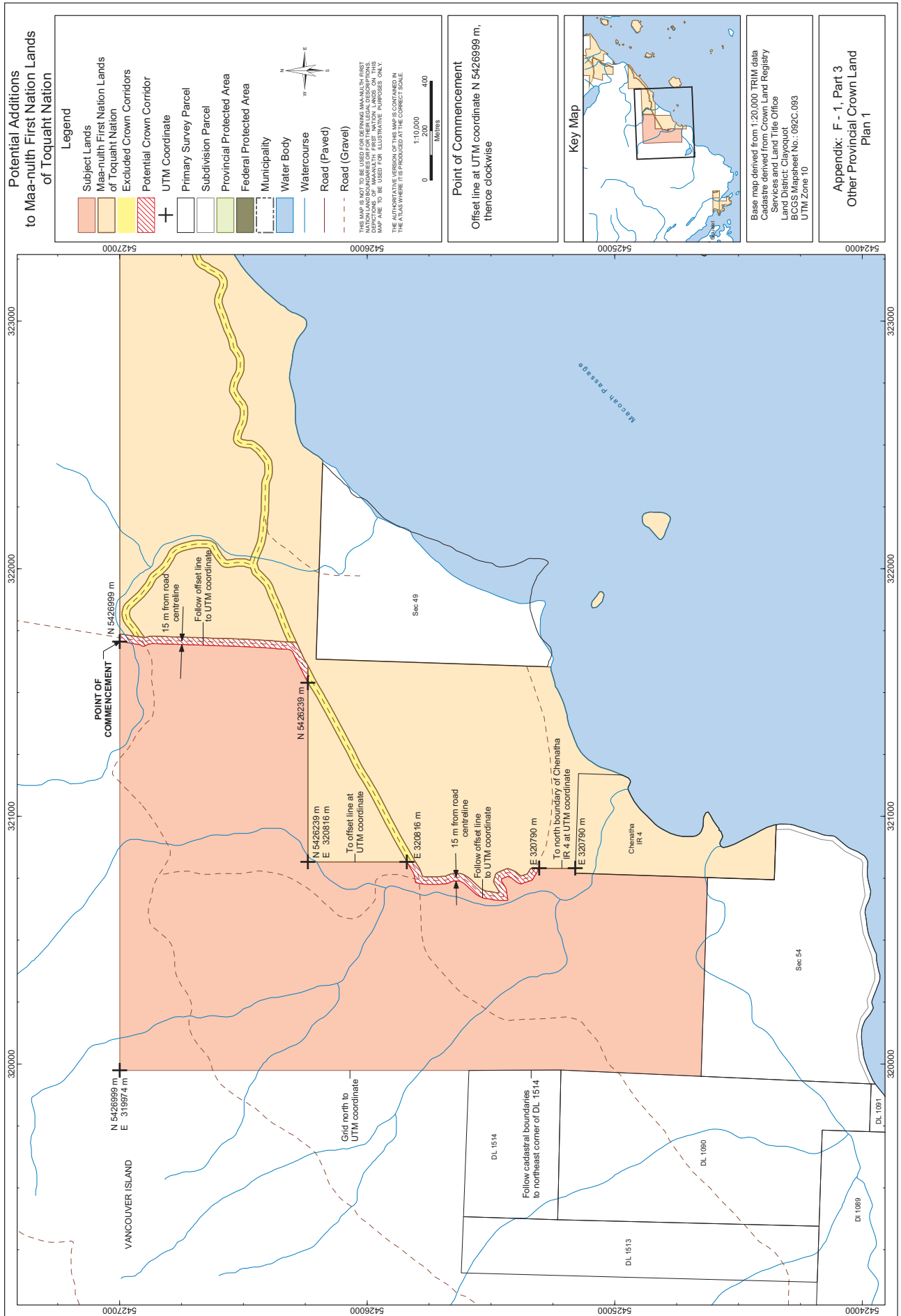
POTENTIAL ADDITIONS TO MAA-NULTH FIRST NATION LANDS

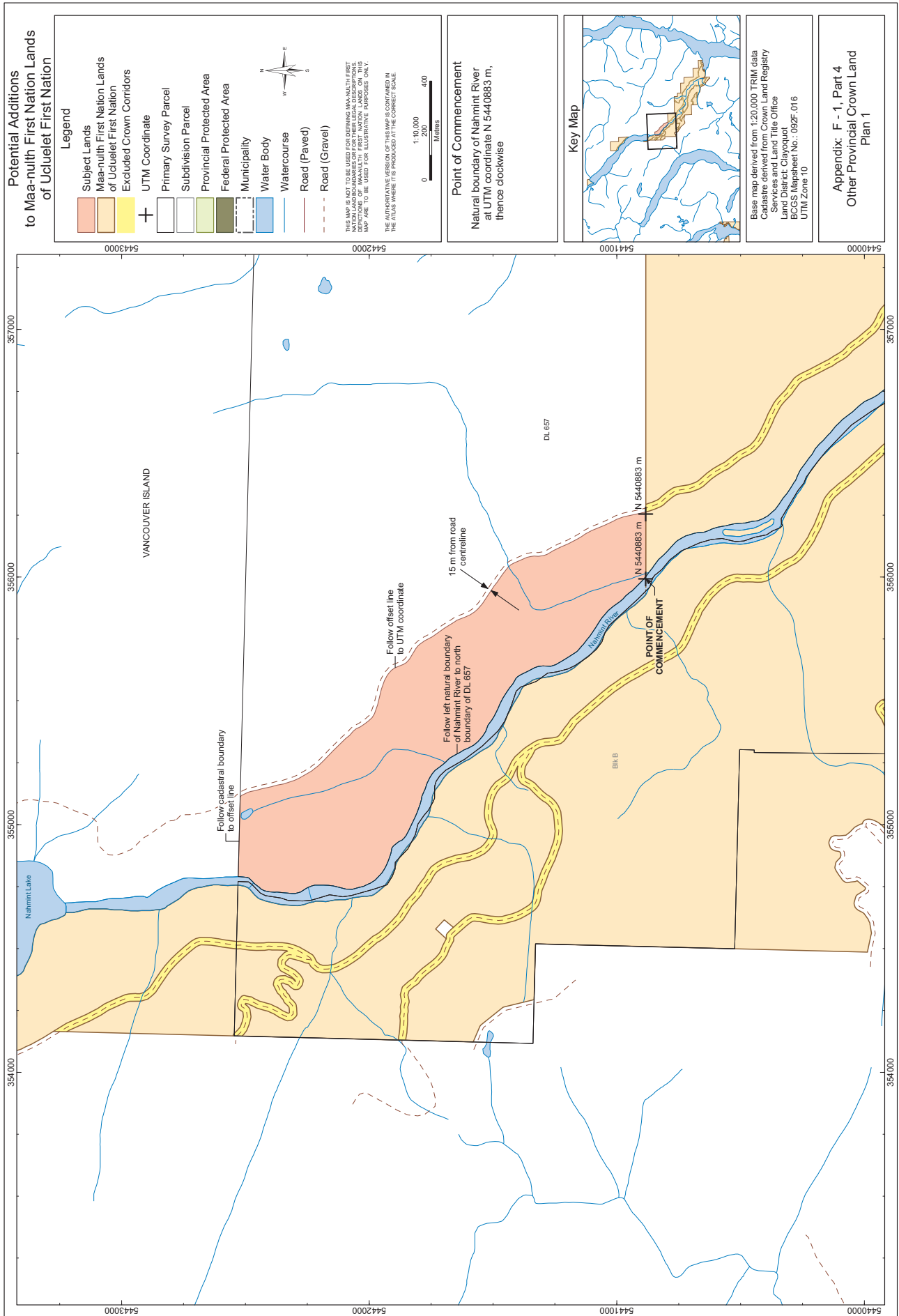
Appendix F-1	Other Provincial Crown Lands
Part 1	Map of Potential Additions to Maa-nulth First Nation Lands of Huu-ay-aht First Nations
Part 2	Maps of Potential Additions to Maa-nulth First Nation Lands of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations – Plans 1 and 2
Part 3	Map of Potential Additions to Maa-nulth First Nation Lands of Toquaht Nation
Part 4	Map of Potential Additions to Maa-nulth First Nation Lands of Ucluelet First Nation
Appendix F-2	Excluded Provincial Crown Sites
Part 1	Maps of Potential Additions to Maa-nulth First Nation Lands of Huu-ay-aht First Nations – Plans 1 and 2
Part 2	Maps of Potential Additions to Maa-nulth First Nation Lands of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations – Plans 1-5
Part 3	Maps of Potential Additions to Maa-nulth First Nation Lands of Toquaht Nation – Plans 1 and 2
Part 4	Maps of Potential Additions to Maa-nulth First Nation Lands of Uchucklesaht Tribe – Plans 1 and 2
Part 5	Map of Potential Additions to Maa-nulth First Nation Lands of Ucluelet First Nation – Plans 1 and 2
Appendix F-3	Fee Simple Lands
Part 1	Maps of Potential Additions to Maa-nulth First Nation Lands of Huu-ay-aht First Nations – Plans 1-3
Part 2	Map of Potential Additions to Maa-nulth First Nation Lands of Toquaht Nation
Part 3	Map of Potential Additions to Maa-nulth First Nation Lands of Uchucklesaht Tribe
Part 4	Map of Potential Additions to Maa-nulth First Nation Lands of Ucluelet First Nation
Appendix F-4	Federal Crown Land
Part 1	Map of Potential Additions to Maa-nulth First Nation Lands of Ucluelet First Nation

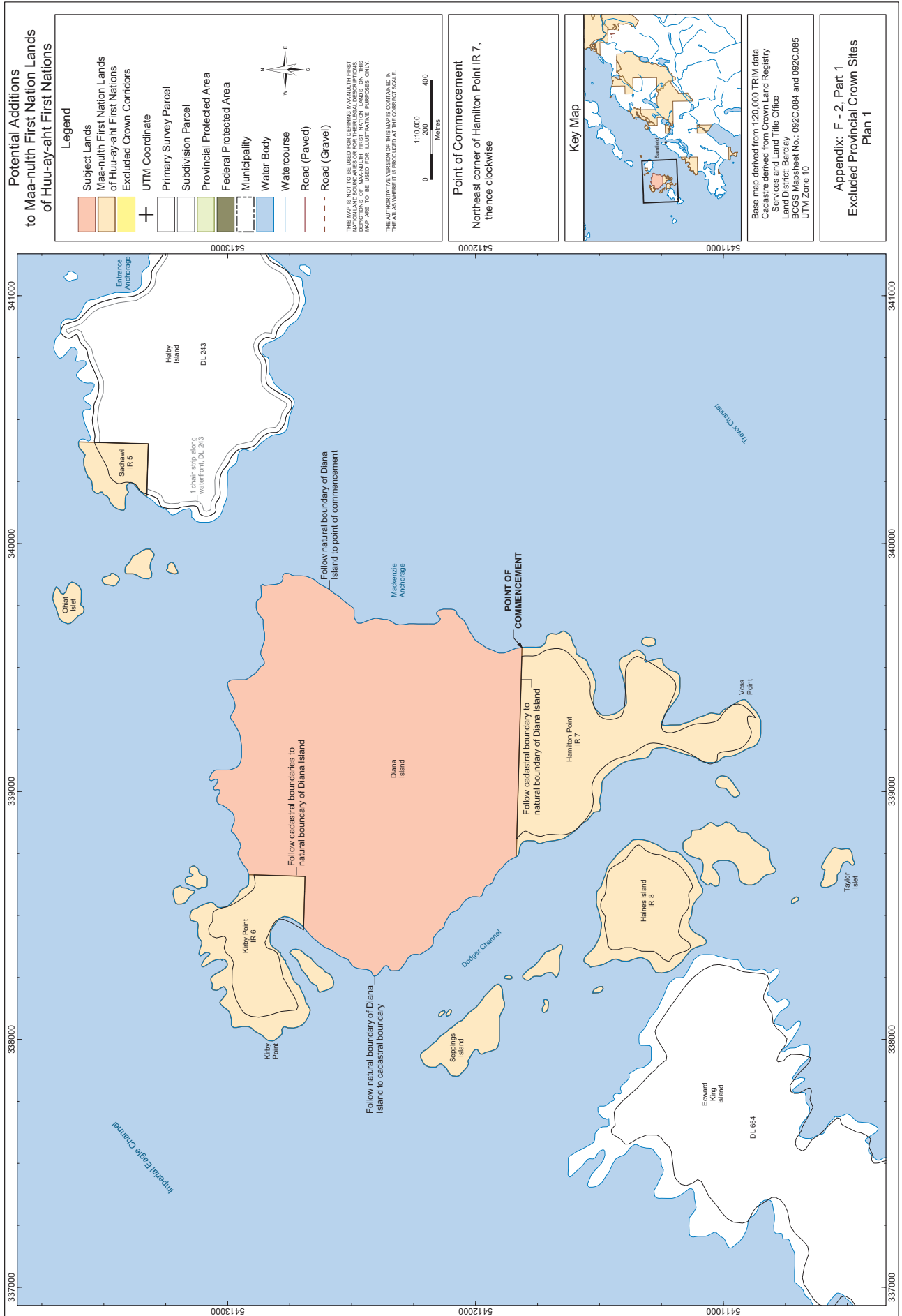


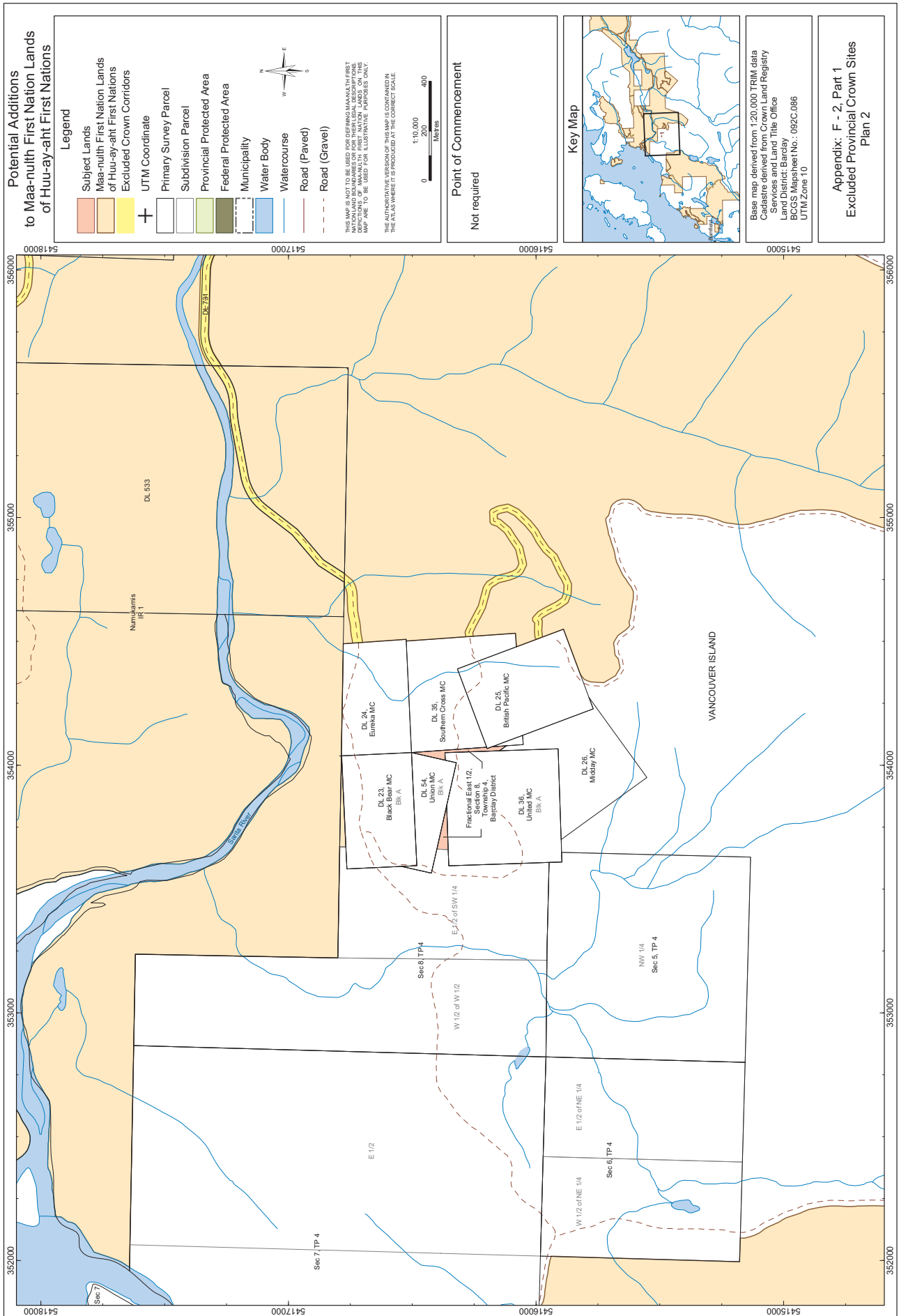


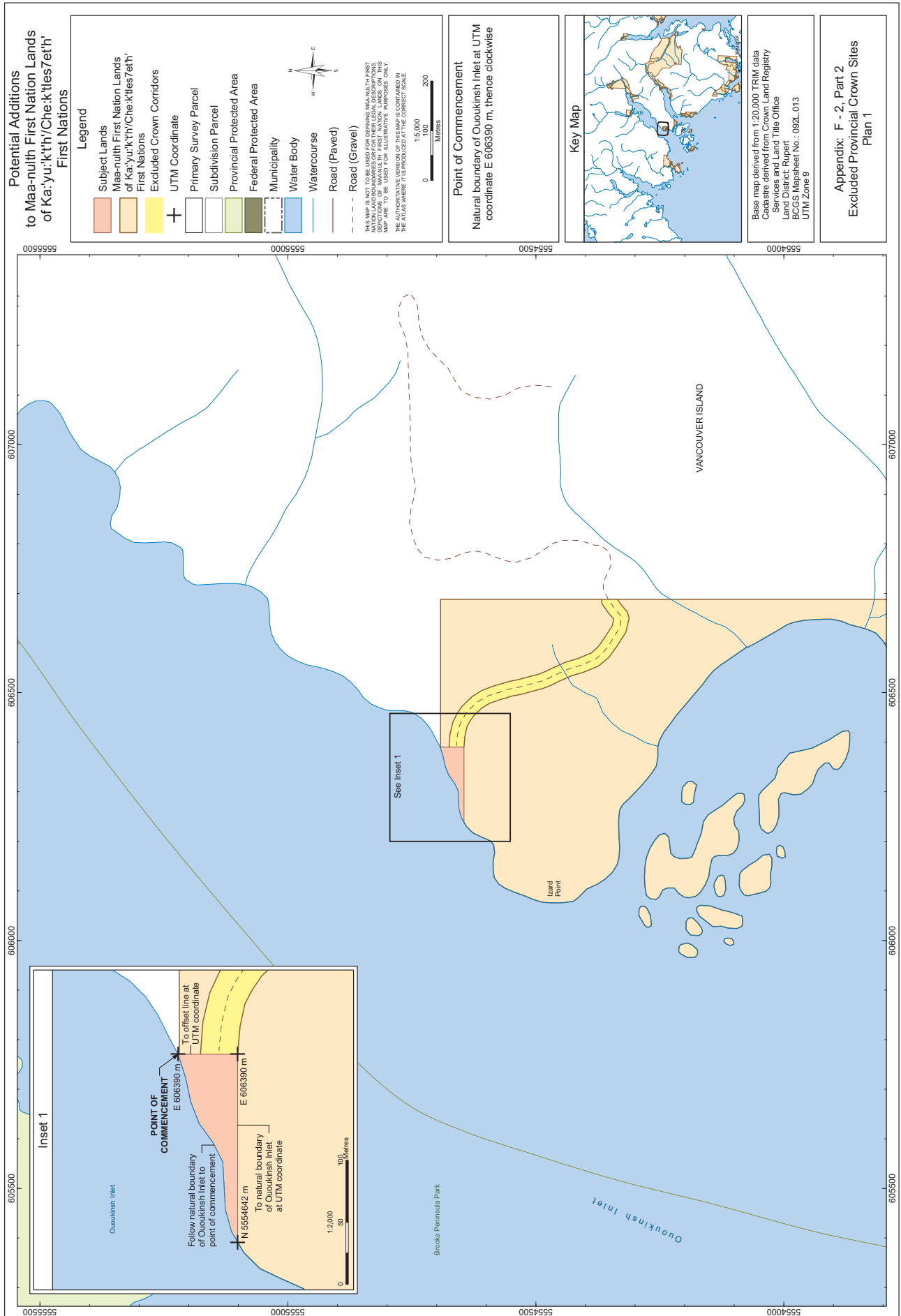


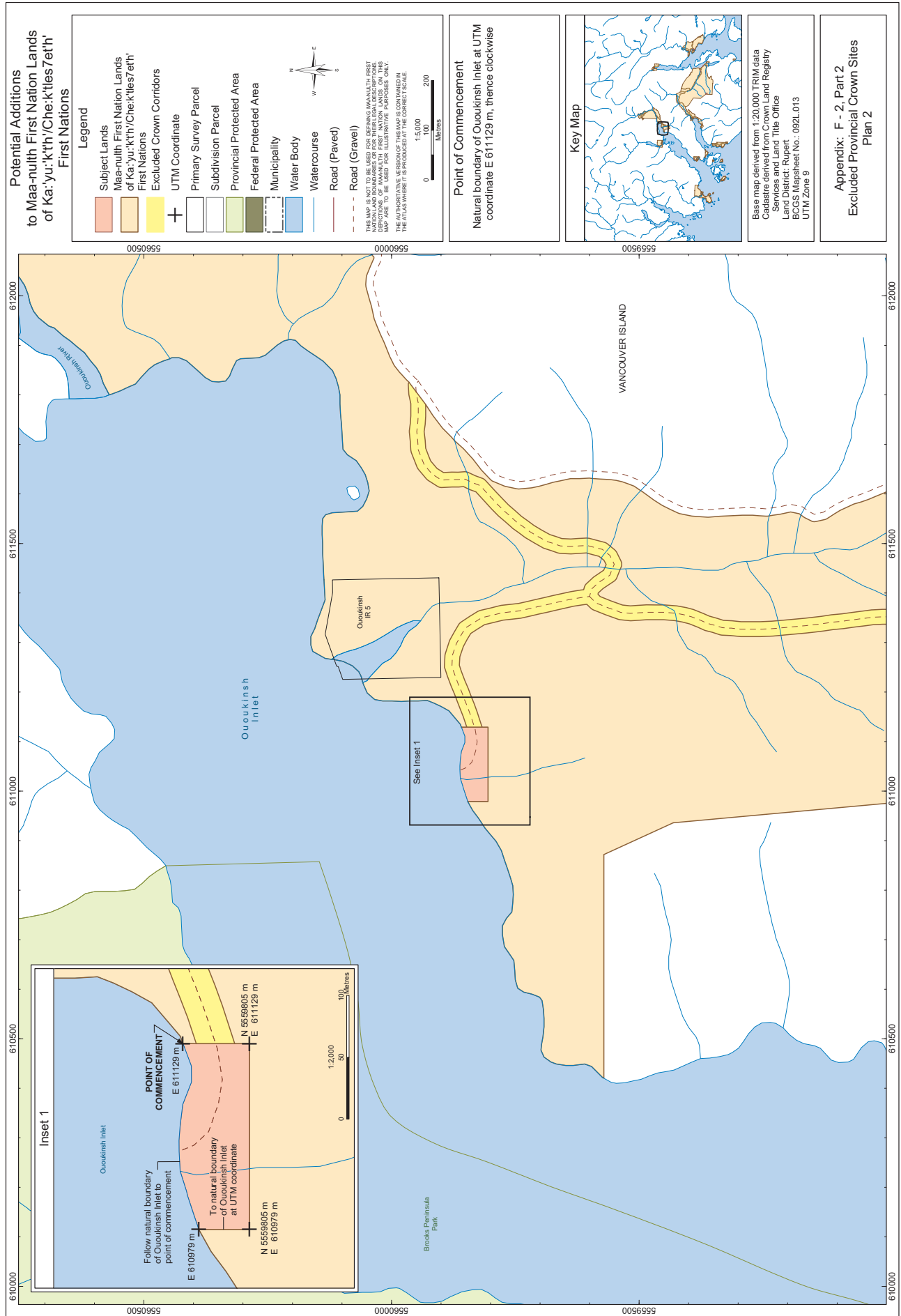


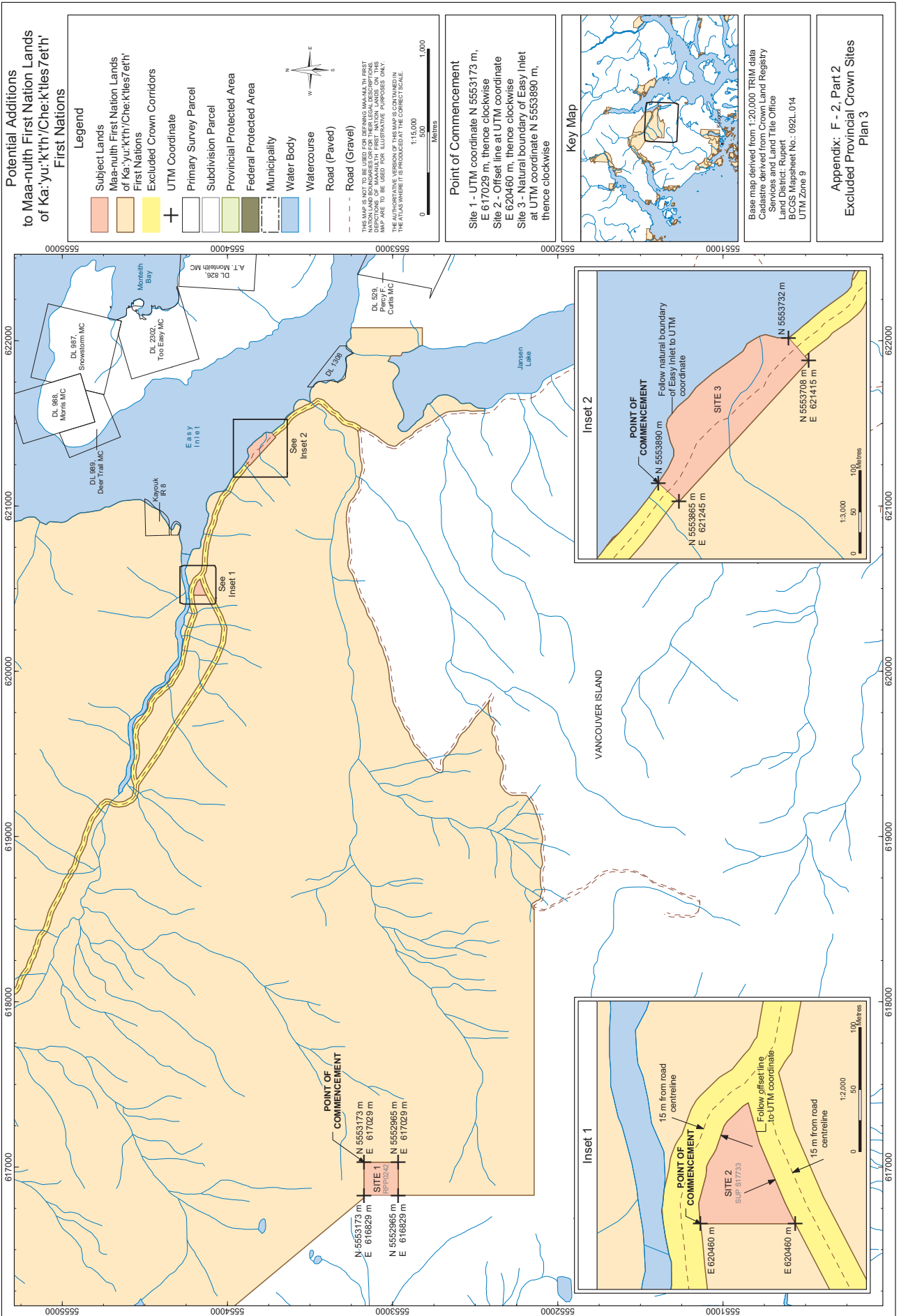


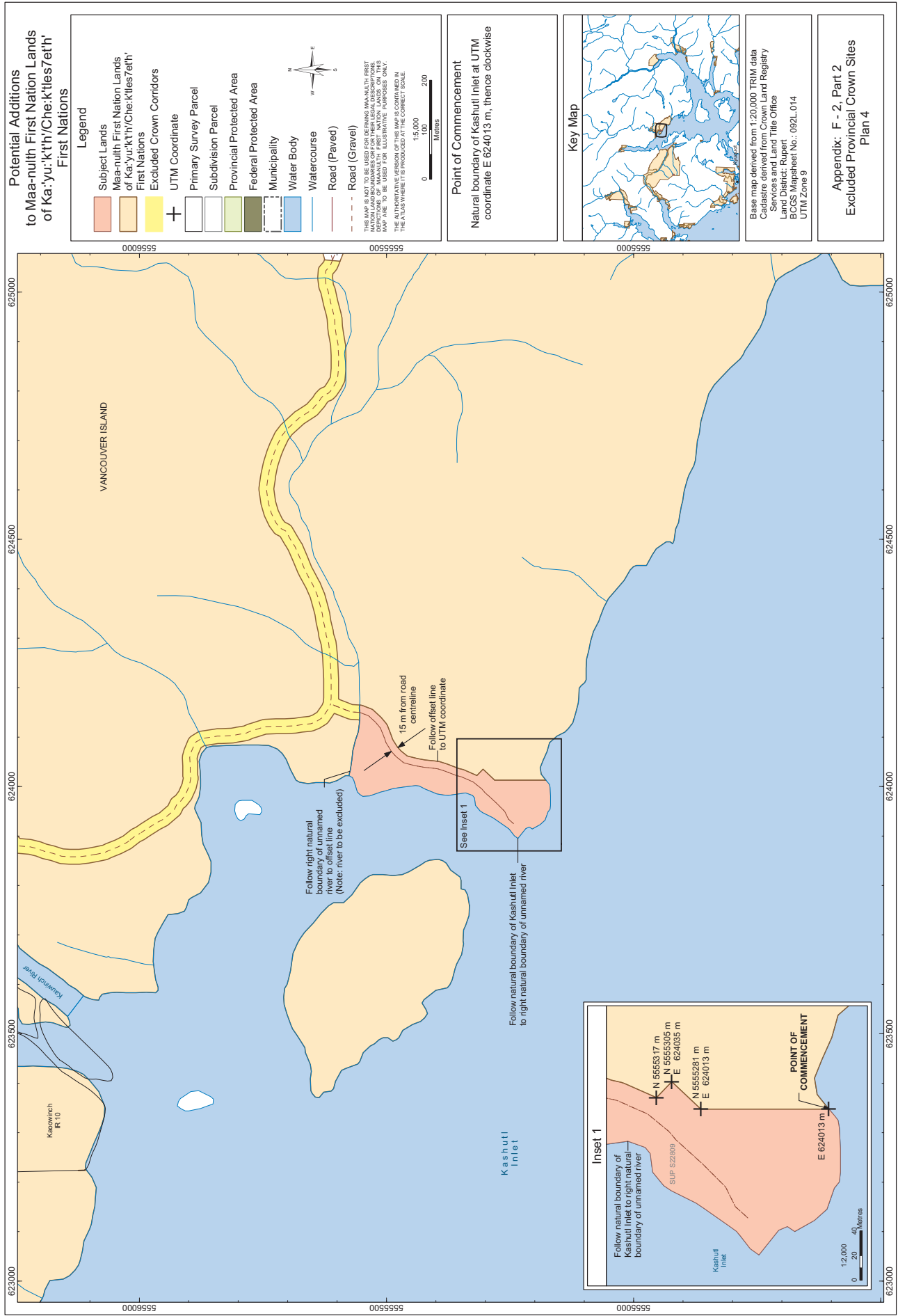


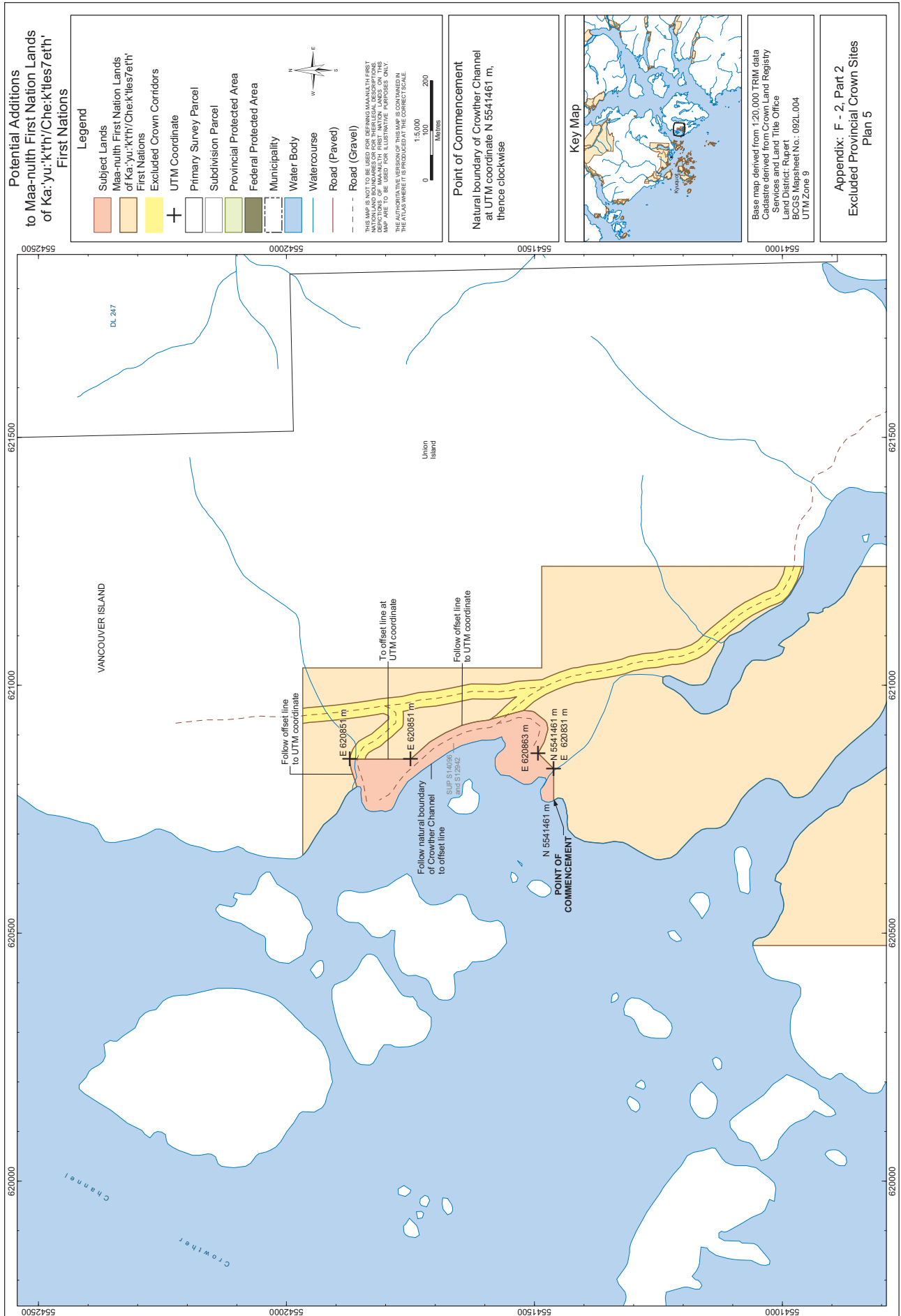


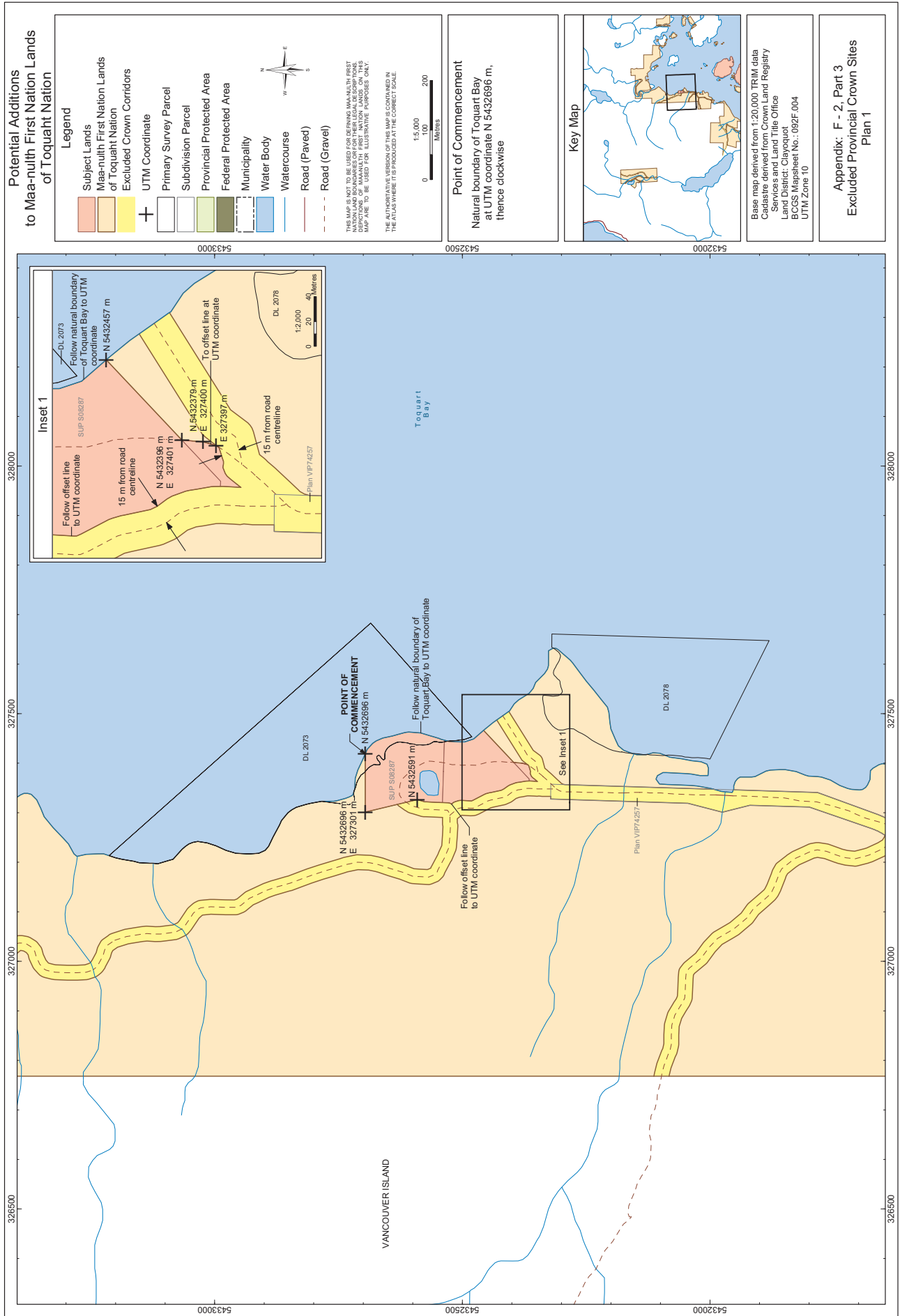


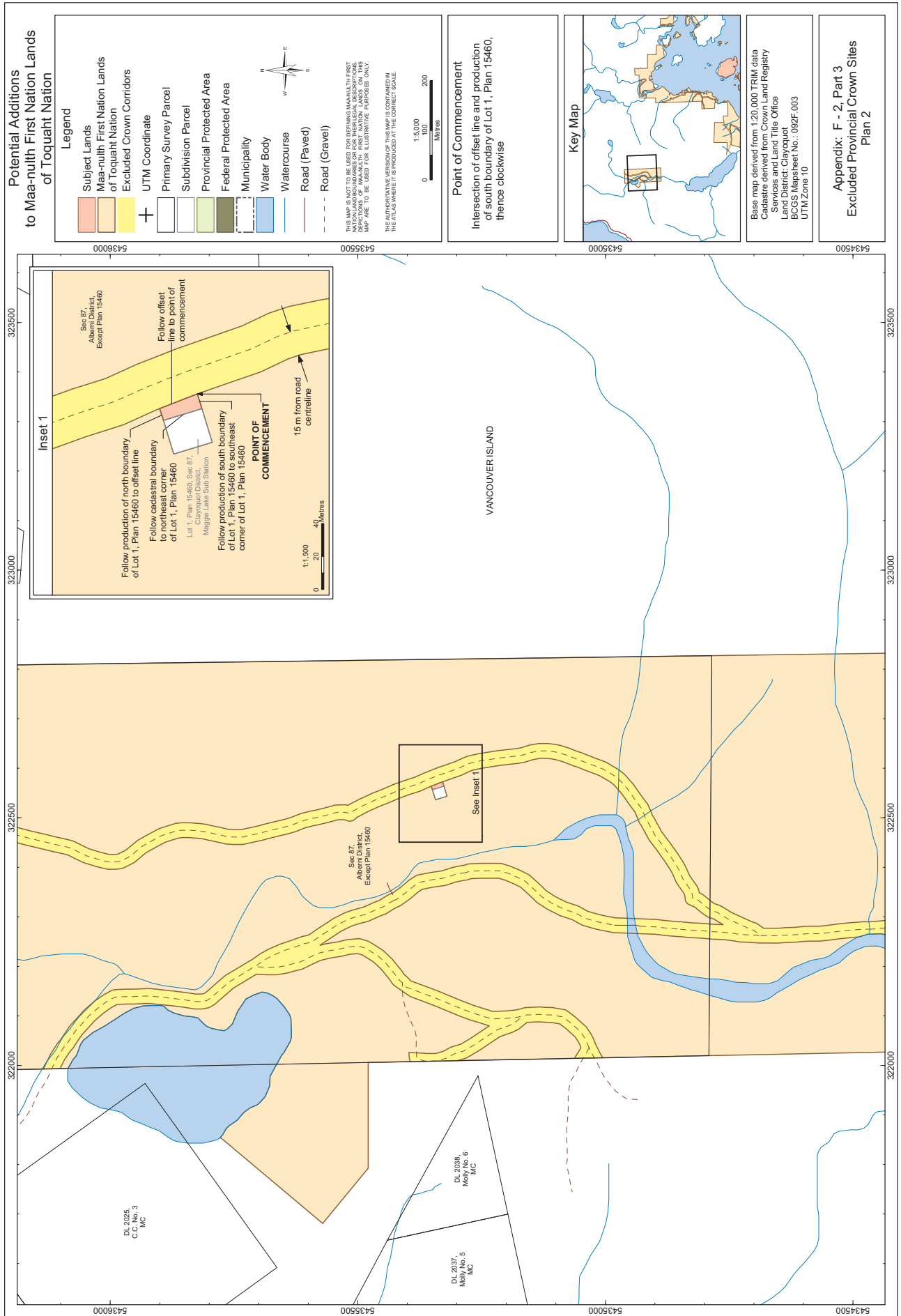


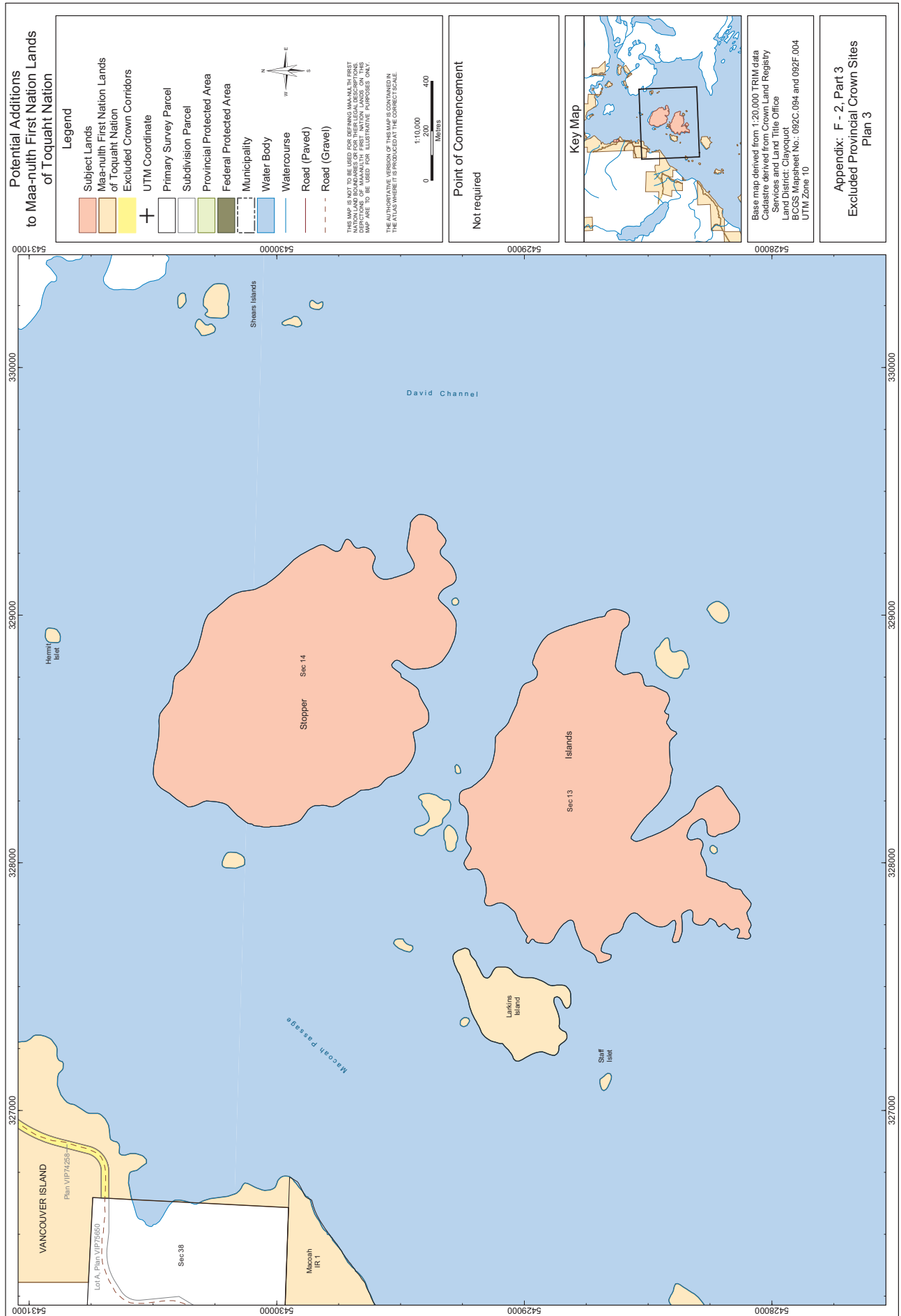


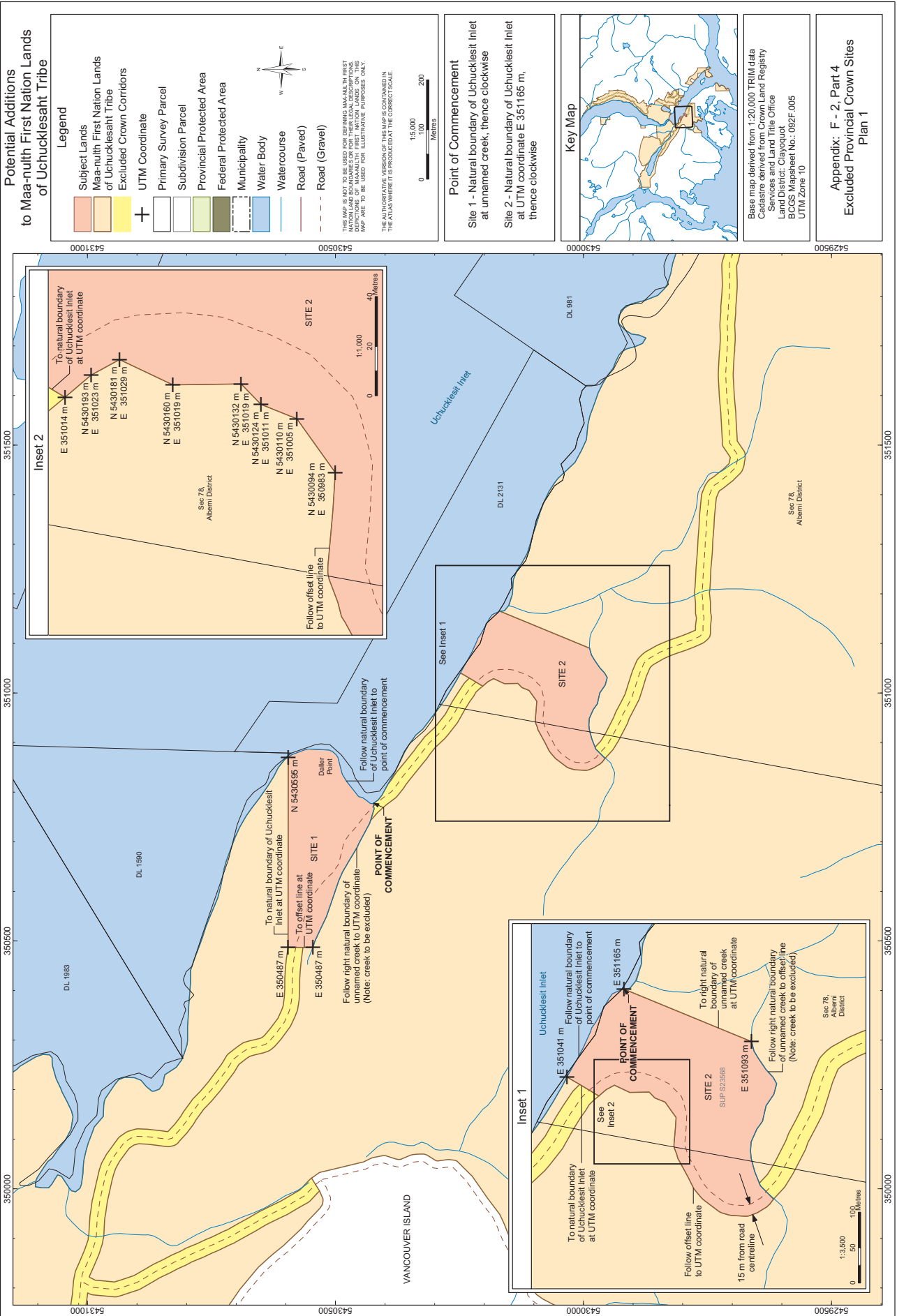


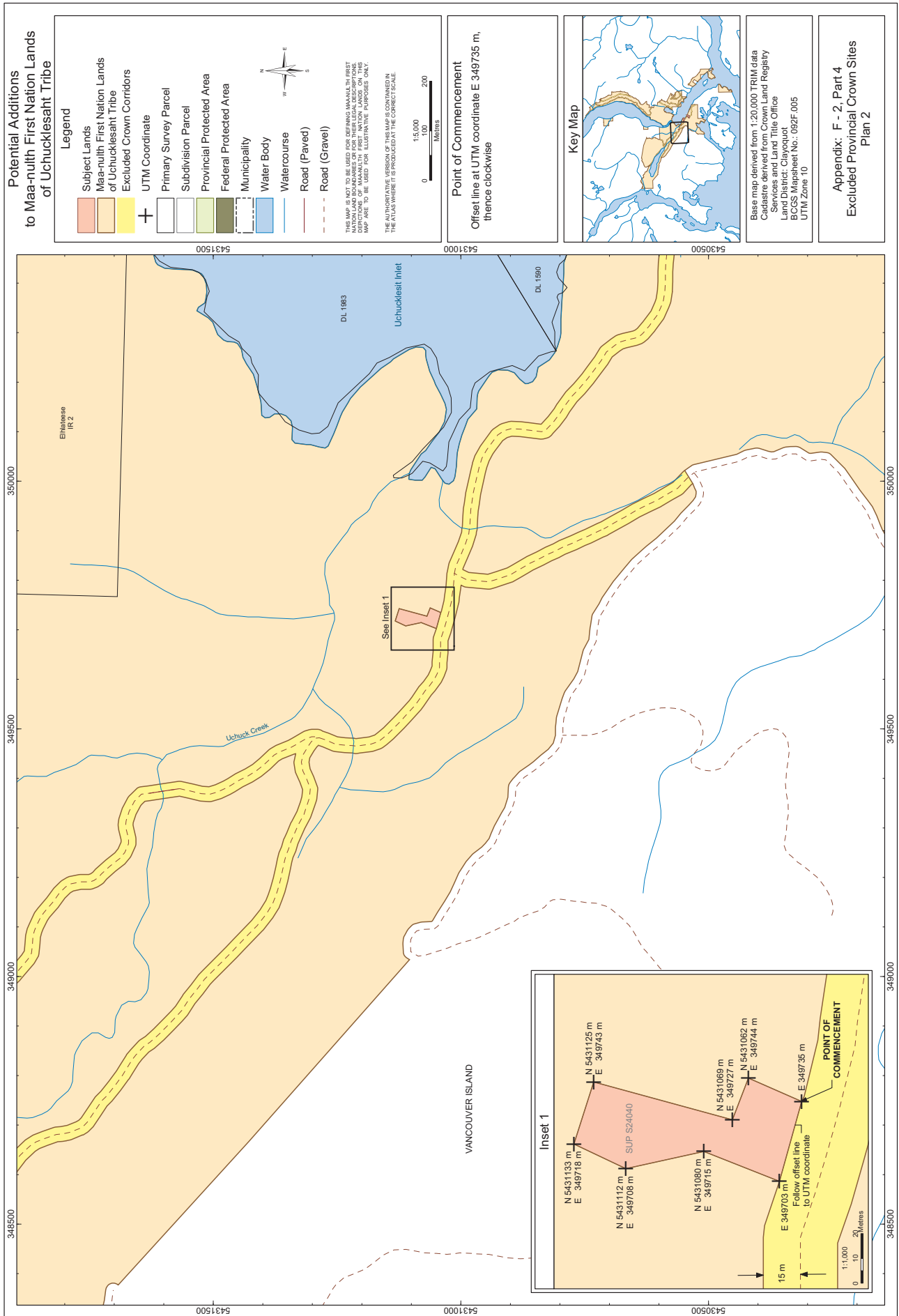


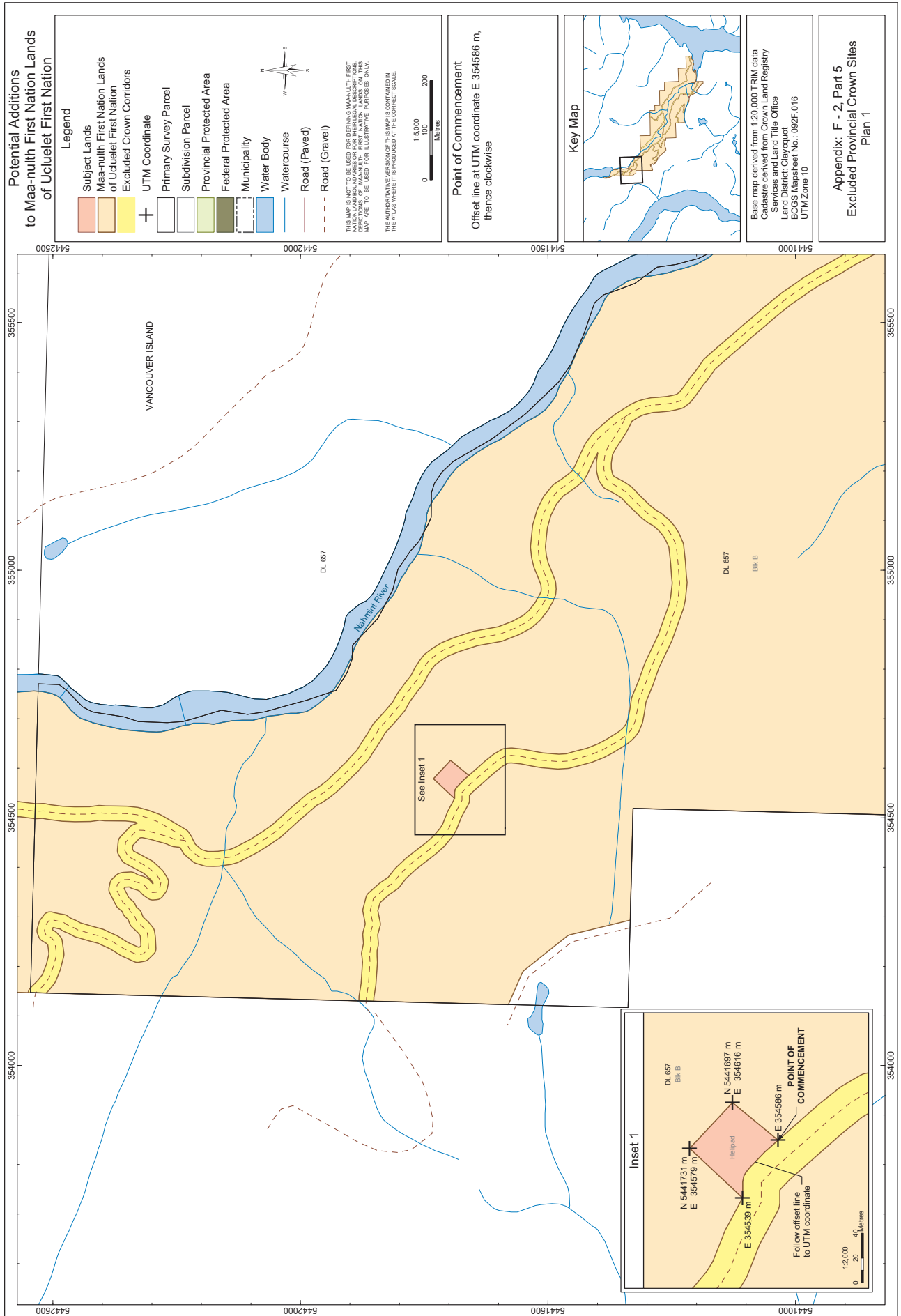


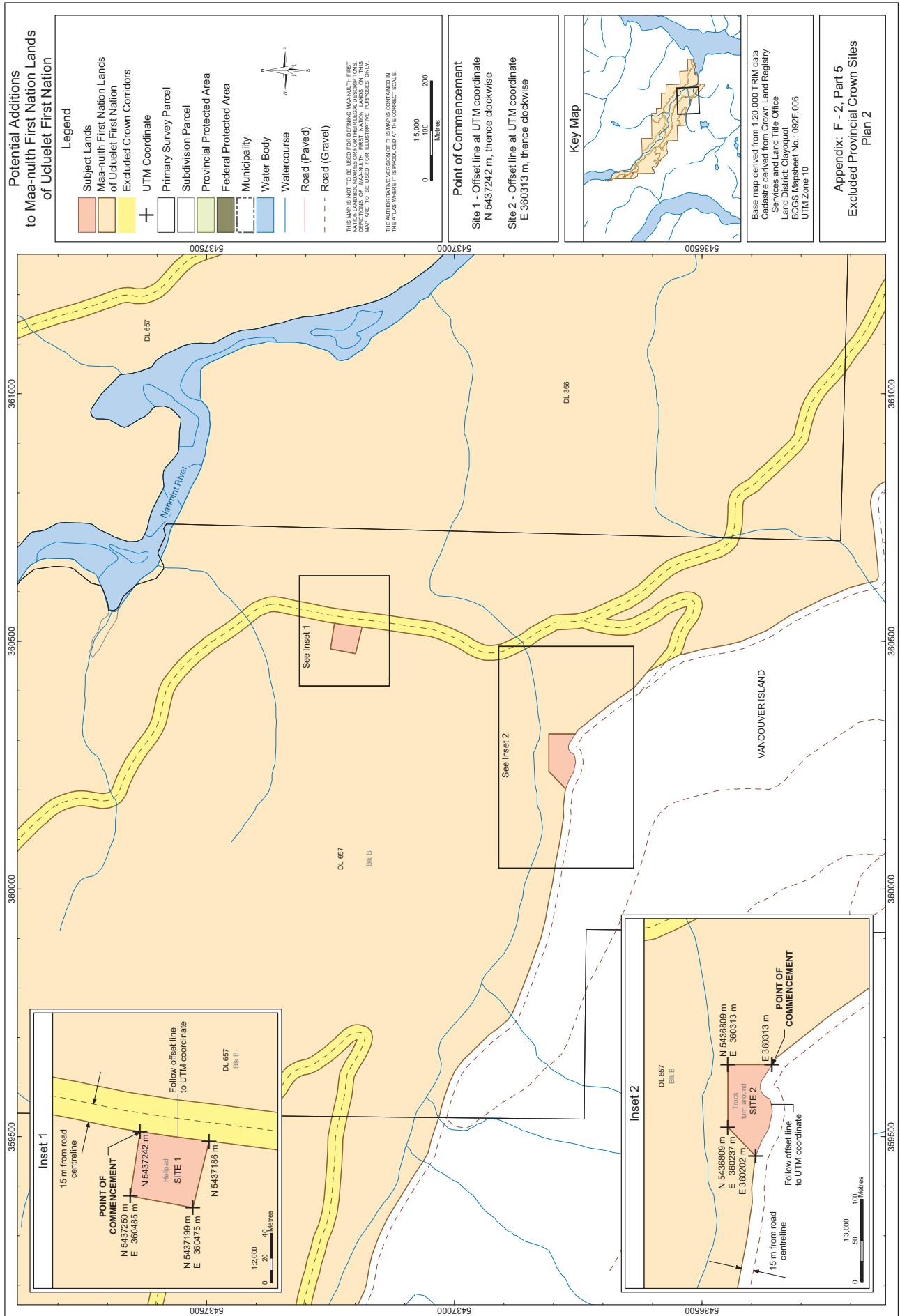












Potential Additions
to Maa-nulth First Nation Lands
of Huu-ay-aht First Nations

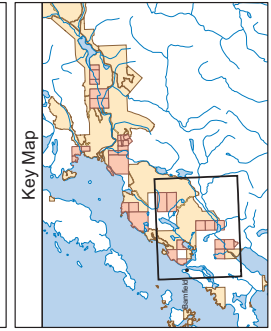
Legend

- Subject Lands
- Maa-nulth First Nation Lands of Huu-ay-aht First Nations
- Excluded Crown Corridors
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Water Body
- Watercourse
- Road (Paved)
- Road (Gravel)

THIS MAP IS NOT TO BE USED FOR DEFINING MAANULTH FIRST NATION LANDS OR EXCLUDED CROWN CORRIDORS. THE DEPICTIONS OF MAANULTH FIRST NATION LANDS ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.
THE AUTHORITY VERSION OF THIS MAP IS CONTAINED IN THE ATLAS WHERE IT IS PRODUCED AT THE CORRECT SCALE.

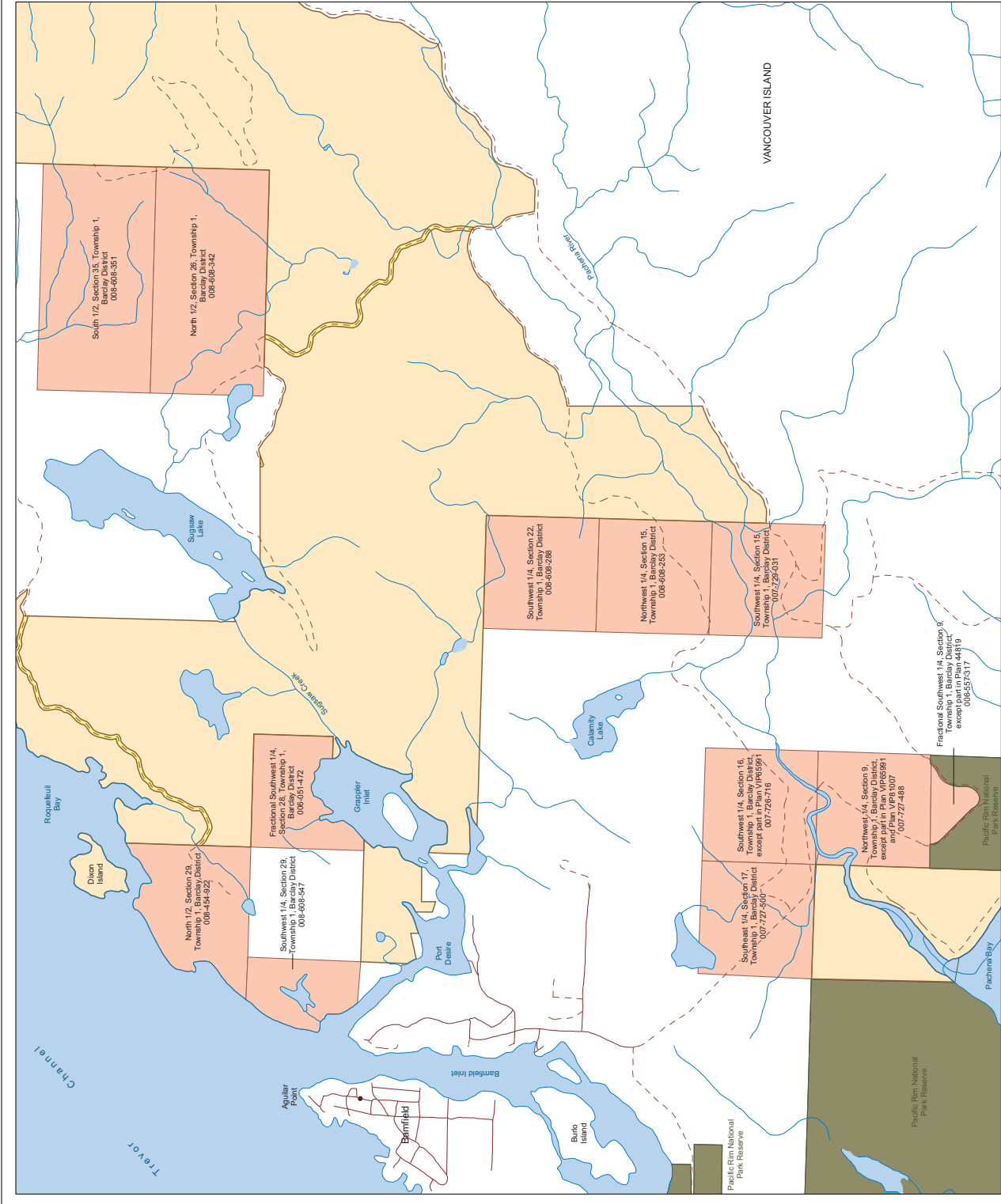
N
W E S

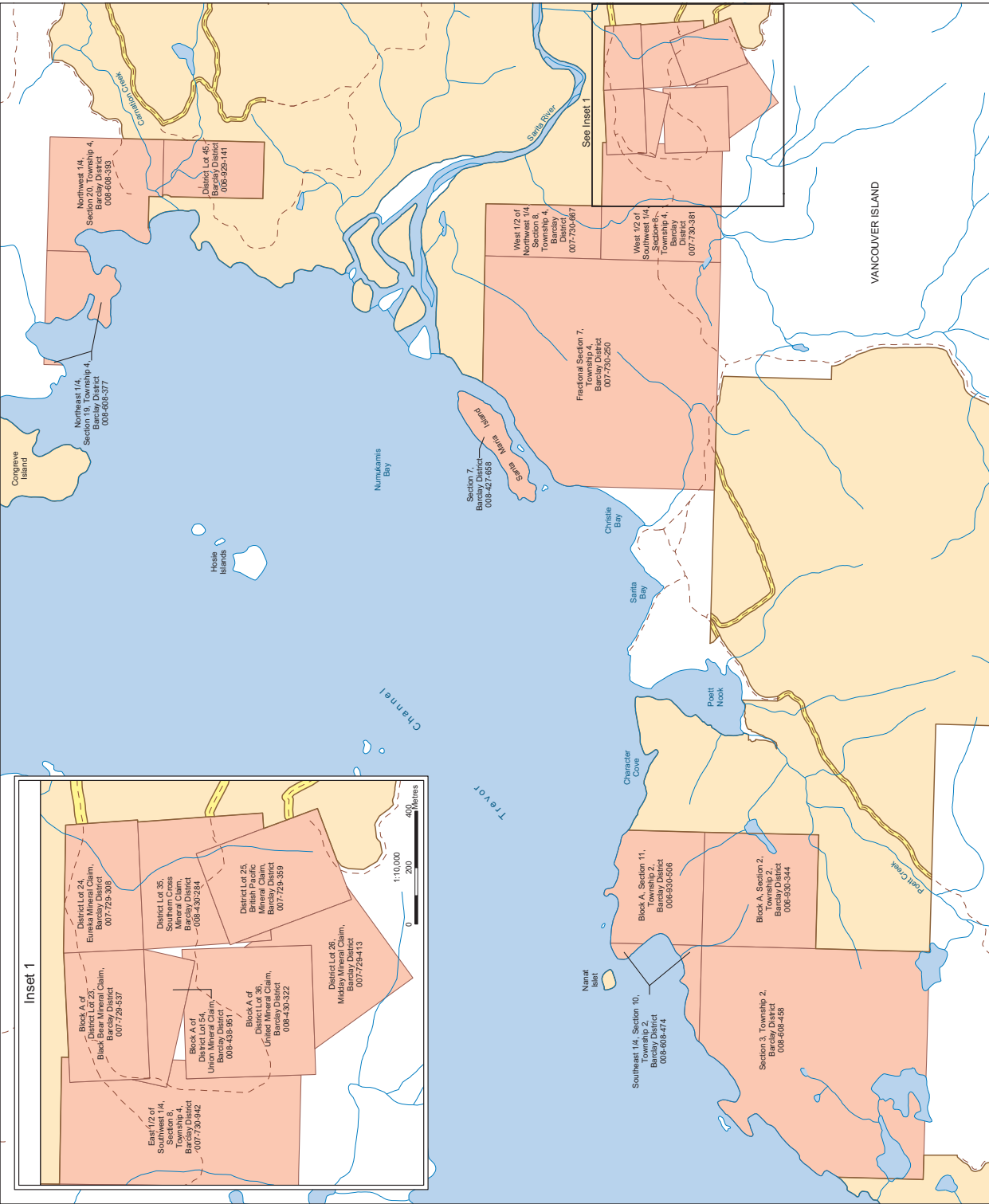
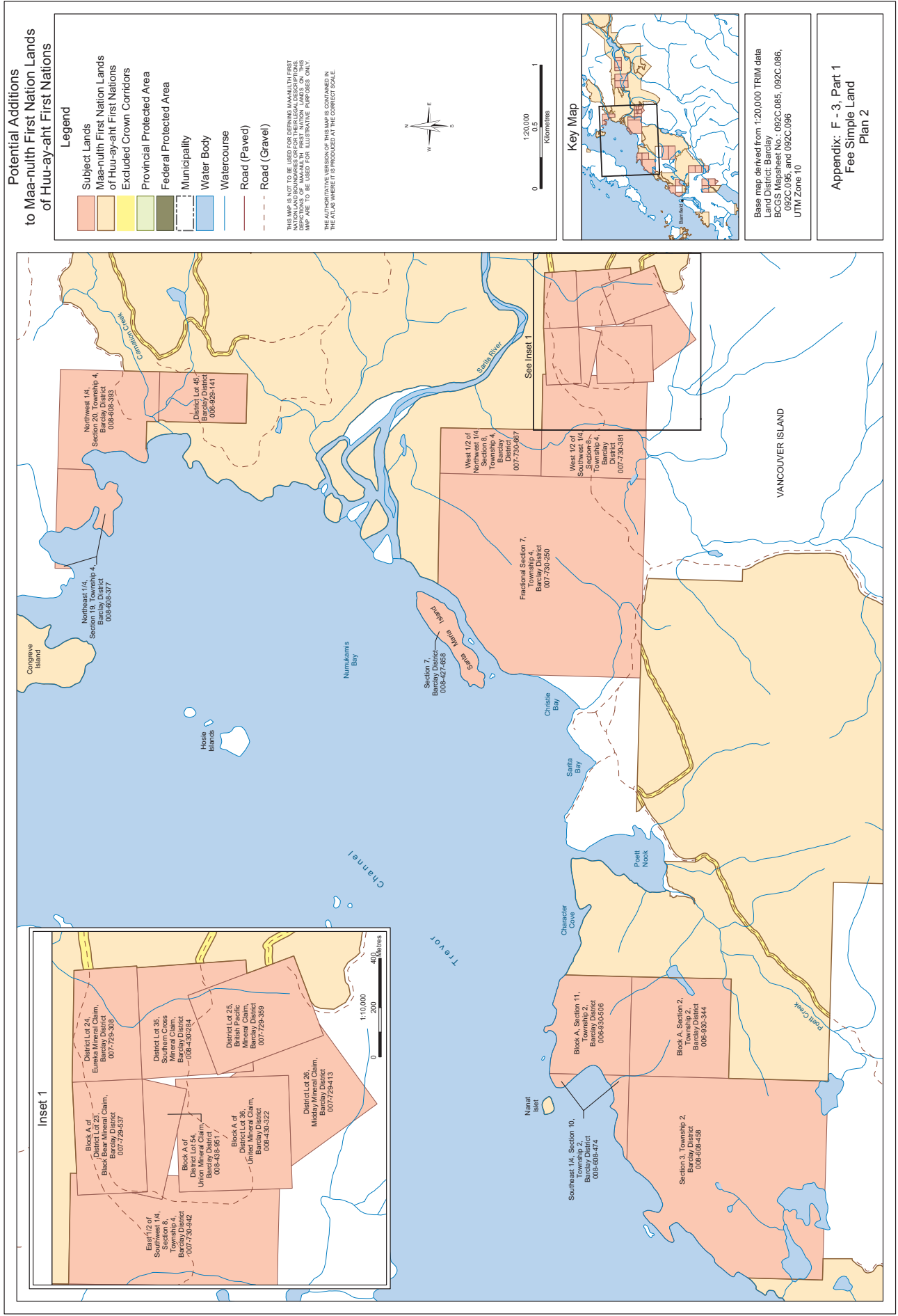
0 1:20,000 1
Kilometres



Base map derived from 1:20,000 TRIM data
Leaflet | Map data © OpenStreetMap contributors, CC-BY, Imagery © Mapbox
BCSS, Mansheet No.: 092C.075 and 092C.085
UTM Zone 10

Appendix: F - 3, Part 1
Fee Simple Land
Plan 1







Potential Additions
to Maa-nulth First Nation Lands
of Huu-ay-aht First Nations

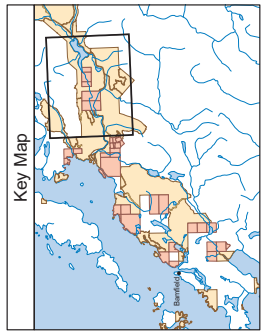
Legend

- Subject Lands
- Maa-nulth First Nation Lands of Huu-ay-aht First Nations
- Excluded Crown Corridors
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Water Body
- Watercourse
- Road (Paved)
- Road (Gravel)

THIS MAP IS NOT TO BE USED FOR DETERMINING MAA-NULTH FIRST NATION LANDS OR EXCLUDED CROWN CORRIDORS OF MAA-NULTH FIRST NATION LANDS. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. THE AUTHENTIC VERSION OF THIS MAP IS CONTAINED IN THE ATLAS WHERE IT IS PRODUCED AT THE CORRECT SCALE.

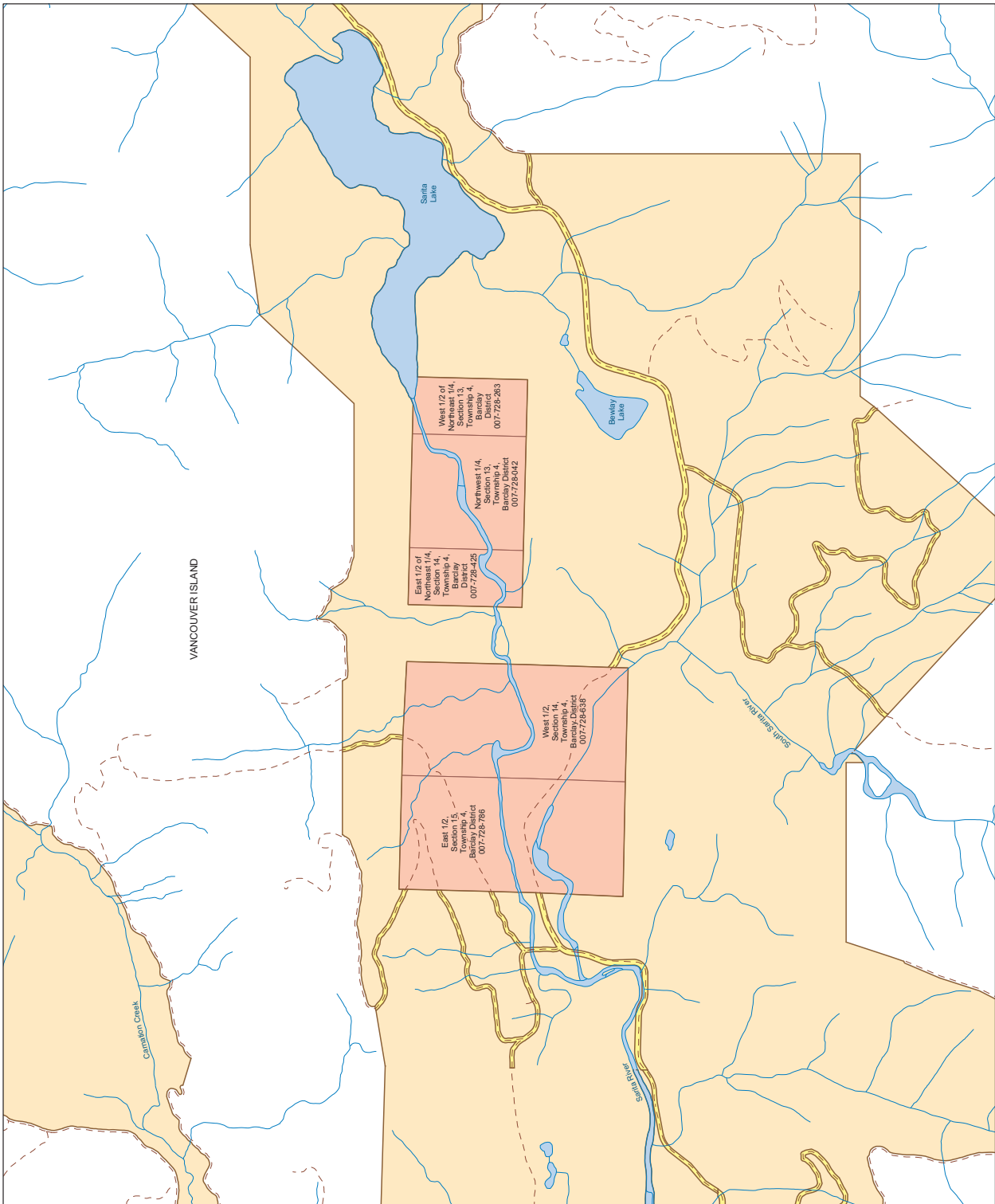


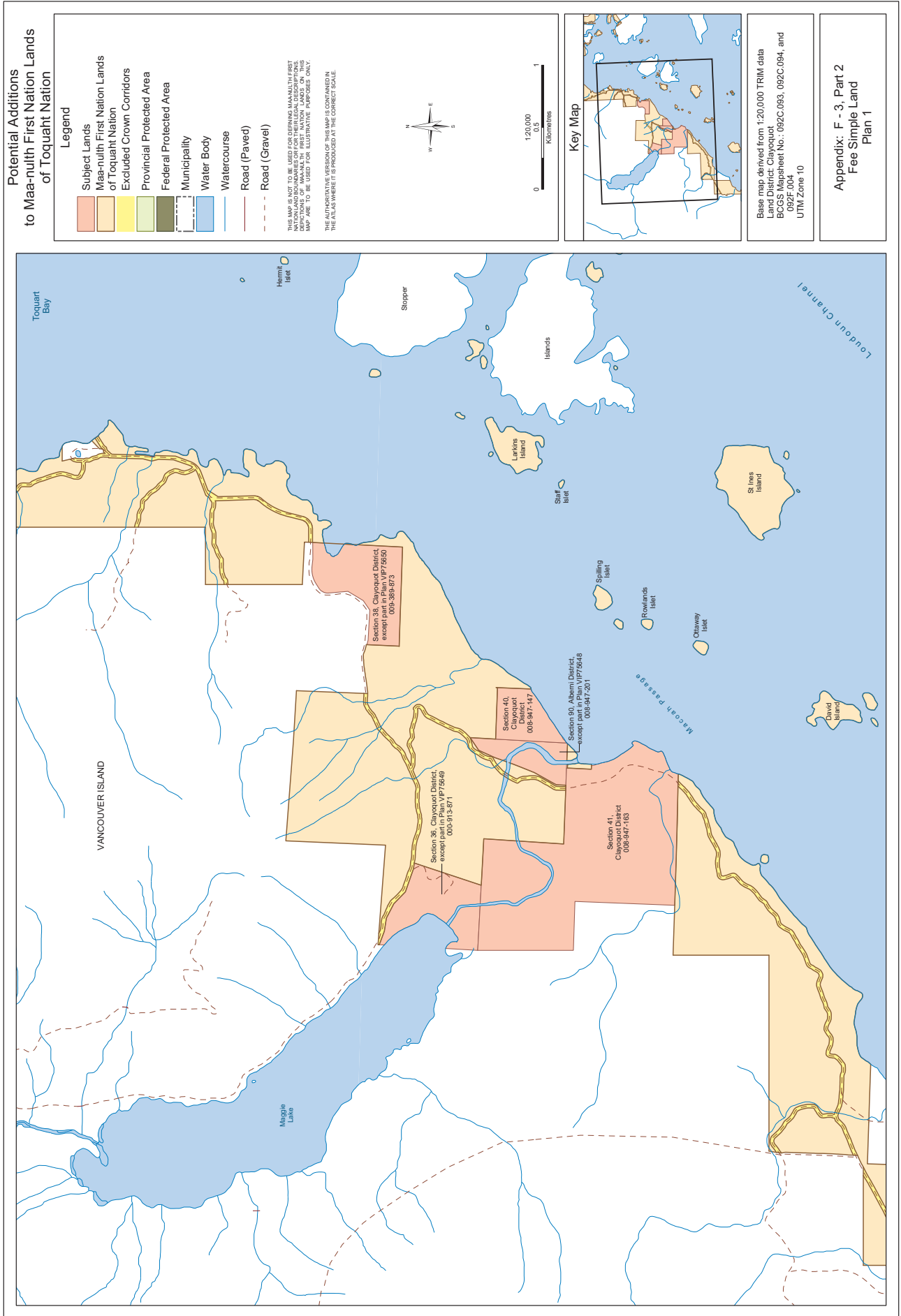




Base map derived from 1:20,000 TRIM data
 Land District: Barclay
 BCSS Mapsheet No.: 092C.066 and 092C.096
 UTM Zone 10

Appendix: F - 3, Part 1
 Fee Simple Land
 Plan 3

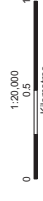




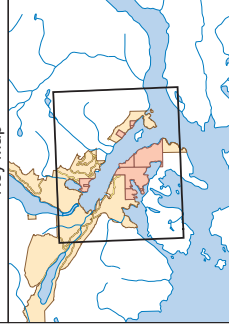
Potential Additions to Maa-nulth First Nation Lands of Uchucklesaht Tribe

- Legend**
- Subject Lands
 - Maa-nulth First Nation Lands of Uchucklesaht Tribe
 - Excluded Crown Corridors
 - Provincial Protected Area
 - Federal Protected Area
 - Municipality
 - Water Body
 - Watercourse
 - Road (Paved)
 - Road (Gravel)

THIS MAP IS NOT TO BE USED FOR DEFINING MUNICIPALITY FIRST DEPOSITIONS OF MAA-NULTH FIRST NATION LANDS ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THE AUTHORITY VERSION OF THIS MAP IS CONTAINED IN THE ATLAS WHERE IT IS PRODUCED AT THE CORRECT SCALE.

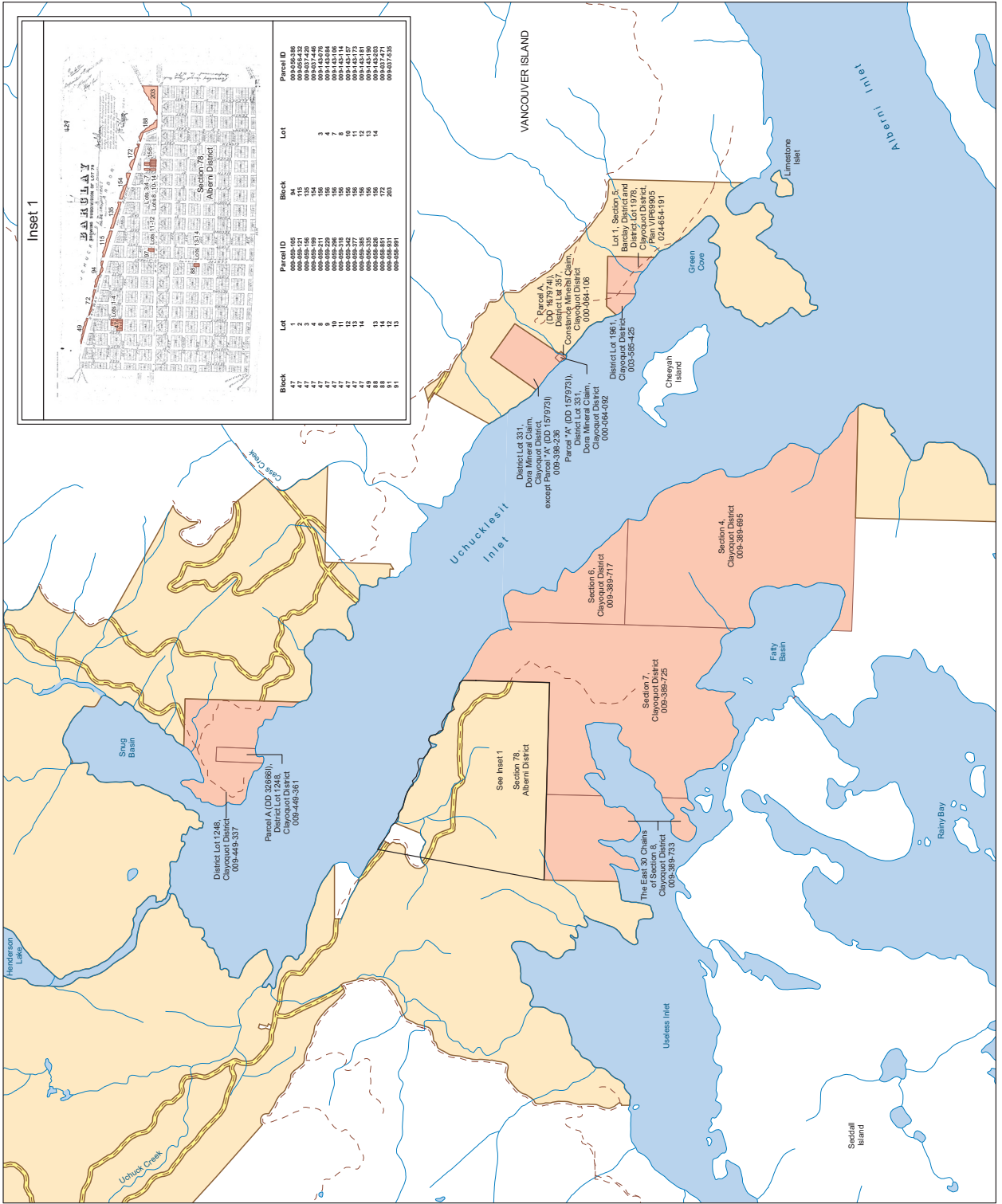


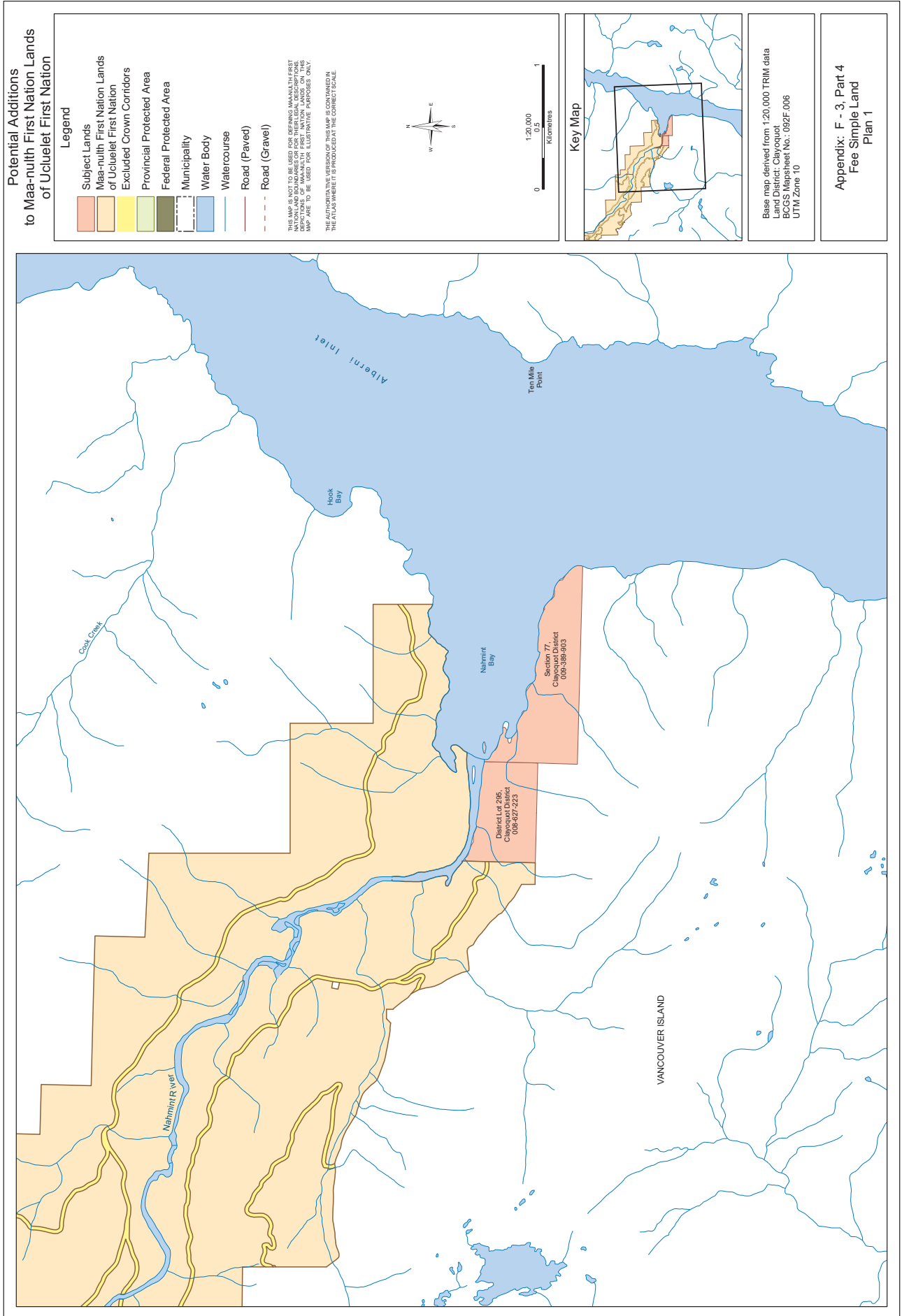
Key Map



Base map derived from 1:20,000 TRIM data
 Land District: Clayoquot
 BCGS: Mapsheet No.: 092C.095, 092C.096,
 092F.005, and 092F.006
 UTM Zone 10

Appendix: F - 3, Part 3
 Fee Simple Land
 Plan 1







Potential Additions
to Maa-nulth First Nation Lands
of Ucluelet First Nation

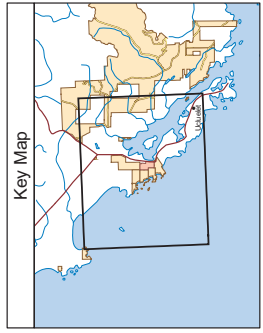
Legend

- Subject Lands
- Maa-nulth First Nation Lands of Ucluelet First Nation
- Excluded Crown Corridors
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Water Body
- Watercourse
- Road (Paved)
- Road (Gravel)

THIS MAP IS NOT TO BE USED FOR DETERMINING MAA-NULTH FIRST NATION LANDS. THE MAA-NULTH FIRST NATION LANDS ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THE AUTHENTIC VERSION OF THIS MAP IS CONTAINED IN THE ATLAS WHERE IT IS PROVIDED AT THE CORRECT SCALE.

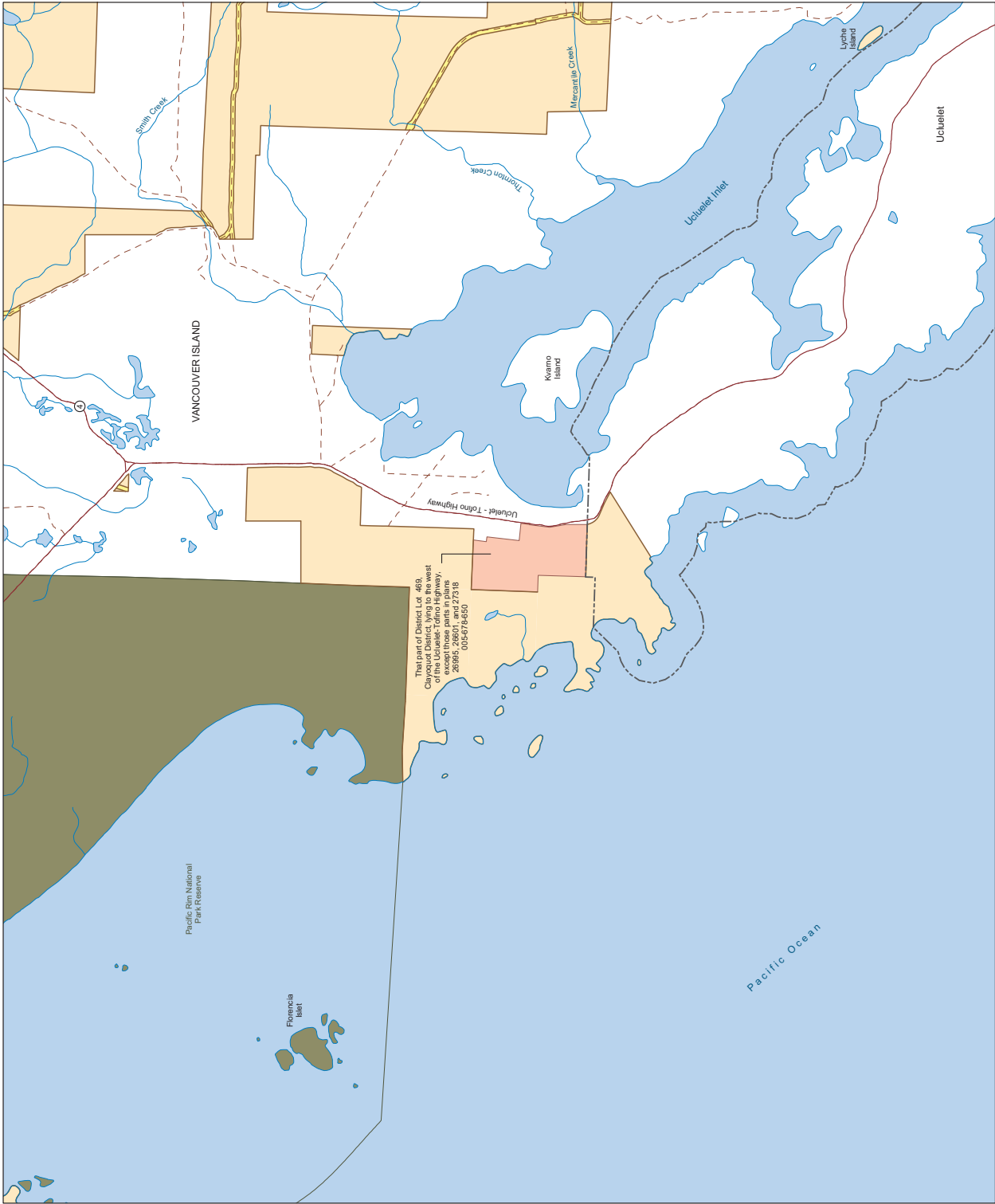






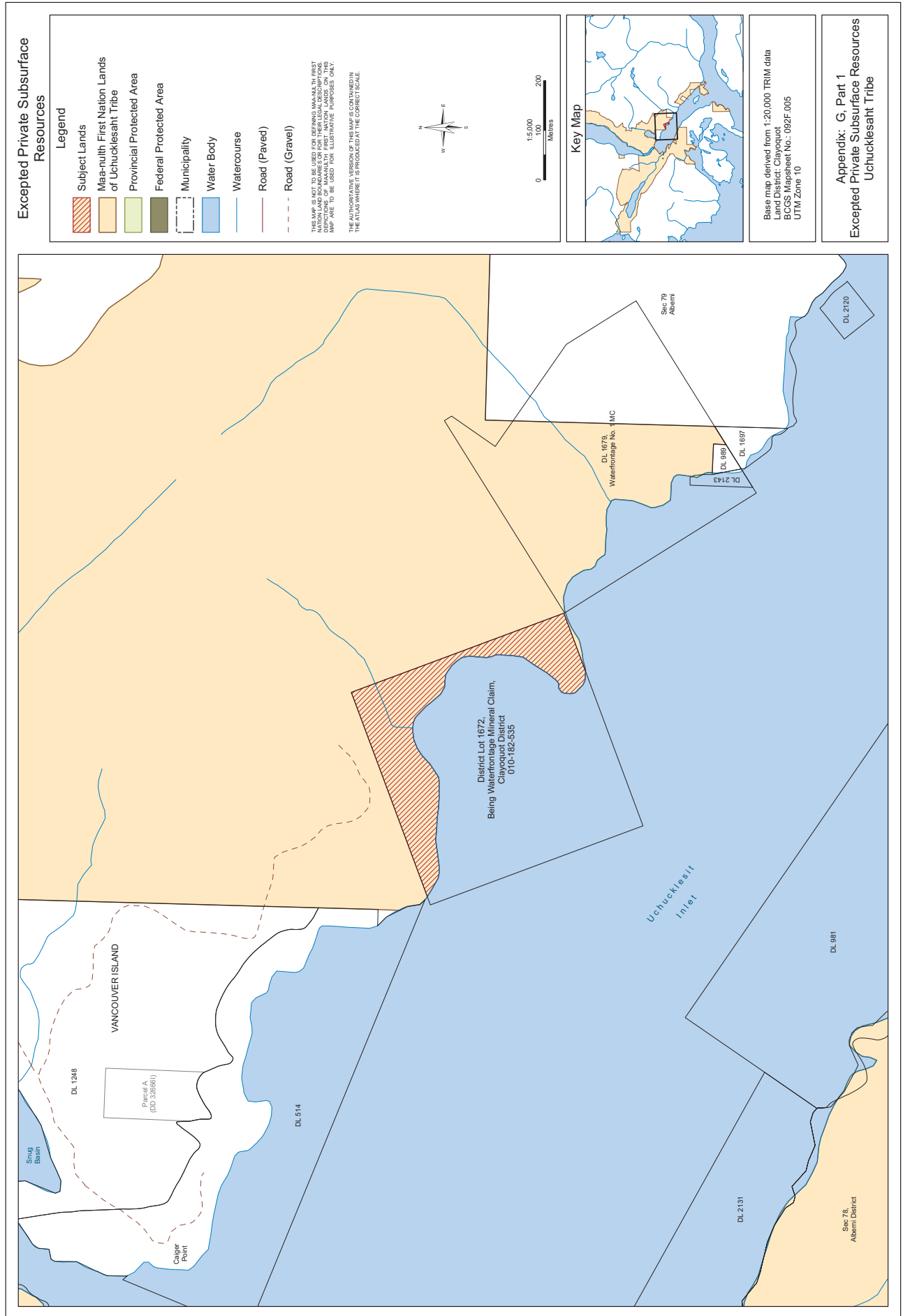
Base map derived from 1:20,000 TRIM data
 Land District: Claycoq
 BCSS Mansheet No.: 092C.092 and 092C.093
 UTM Zone 10

Appendix: F - 4, Part 1
 Federal Crown Land
 Plan 1



**APPENDIX G
PRIVATELY OWNED SUBSURFACE
RESOURCES EXCEPTED FROM UCHUCKLESAHT
TRIBE OWNERSHIP**

- | | |
|---------------|--|
| Part 1 | Map of Excepted Private Subsurface Resources |
| Part 2 | Legal Description of Excepted Private Subsurface Resources |



**APPENDIX G, PART 2
LEGAL DESCRIPTION OF EXCEPTED
PRIVATE SUBSURFACE RESOURCES**

General Location	Legal Description	Existing Land Title Parcel Identifier (PID)
Appendix B-4, Part 2 Plan 7	District Lot 1672, being Waterfrontage Mineral Claim, Clayoquot District	010-182-535

APPENDIX H

MAA-NULTH FIRST NATION PRIVATE LANDS


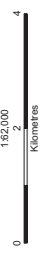
- Appendix H-1** Maps of Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations Private Lands – Plans 1 and 2
- Appendix H-2** Map of Toquaht Nation Private Lands
- Appendix H-3** Map of Uchucklesaht Tribe Private Lands
- Appendix H-4** Maps of Ucluelet First Nation Private Lands – Plans 1 and 2

Maa-nulth First Nation Private Lands of Ka:yu:k't'h'/Che:k'ties7e'th' First Nations

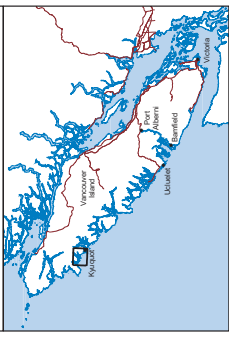
Legend

- Subject Lands
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Water Body
- Watercourse
- Highway

THE AUTHORITATIVE VERSION OF THIS MAP IS CONTAINED IN THE PLAN SHEETS TO BE PRODUCED AT THE CORRECT SCALE.

Key Map










Base map derived from 1:250,000 NTS data
 Land Districts: Rupert
 UTM Zone 9

Appendix: H - 1
 Maa-nulth First Nation Private Lands of
 Ka:yu:k't'h'/Che:k'ties7e'th' First Nations
 Plan 1





Maa-nulth First Nation Private Lands of Ka:yu:k'th'/Che:k'tles7et'h' First Nations

Legend

-  Subject Lands
-  Provincial Protected Area
-  Federal Protected Area
-  Municipality
-  Water Body
-  Watercourse
-  Highway

THE APPROXIMATE BOUNDARIES OF THE FIRST NATIONS LANDS SHOWN ON THIS MAP WERE NOT PRODUCED AT THE CORRECT SCALE.


Base map derived from 1:250,000 NTS data
 Land Districts: Nootka and Rupert
 UTM Zone 9

Appendix: H - 1
 Maa-nulth First Nation Private Lands of Ka:yu:k'th'/Che:k'tles7et'h' First Nations
 Plan 2



Maa-nulth First Nation Private Lands
of Toquaht First Nation

Legend

- Subject Lands
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Water Body
- Watercourse
- Highway

THE AUTHORITATIVE VERSION OF THIS MAP IS CONTAINED IN THE ATLAS WHERE IT IS PRODUCED AT THE CORRECT SCALE.

Key Map

Base map derived from 1:20,000 TRIM data
Land District: Clayoquot
UTM Zone 10

Appendix: H - 2
Maa-nulth First Nation Private Lands
of Toquaht First Nation



Maa-nulth First Nation Private Lands
of Ucluelet First Nation

Legend

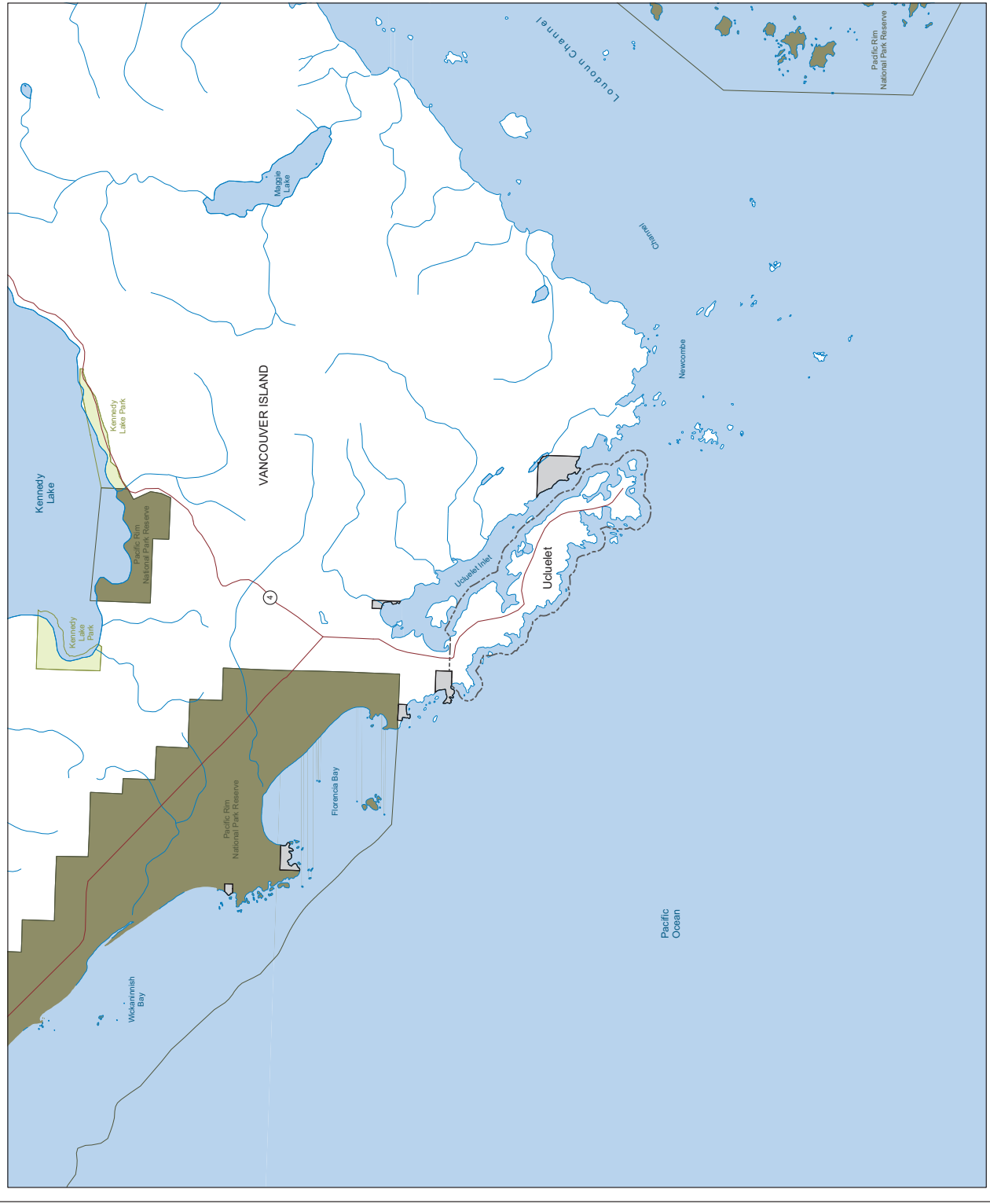
- Subject Lands
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Water Body
- Watercourse
- Highway

THE AUTHENTIC VERSION OF THIS MAP IS CONTAINED IN THE ATLAS WHERE IT IS PRODUCED AT THE CORRECT SCALE.



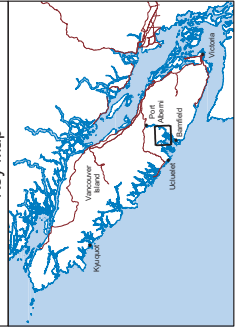
Key Map

Base map derived from 1:250,000 NTS data
Land District: Clayoquot
UTM Zone 10

Appendix: H - 4
Maa-nulth First Nation Private Lands
of Ucluelet First Nation
Plan 1



Maa-nulth First Nation Private Lands
of Ucluelet First Nation

<p>Legend</p> <ul style="list-style-type: none"> Subject Lands Provincial Protected Area Federal Protected Area Municipality Water Body Watercourse Highway <p><small>THE AUTHORITY/VERSION OF THIS MAP IS CONTAINED IN THE ATLAS WHERE IT IS PRODUCED AT THE CORRECT SCALE.</small></p>		
		<p>Key Map</p> 
<p><small>Base map derived from 1:250,000 NTS data Land District: Clayoquot UTM Zone 10</small></p>		

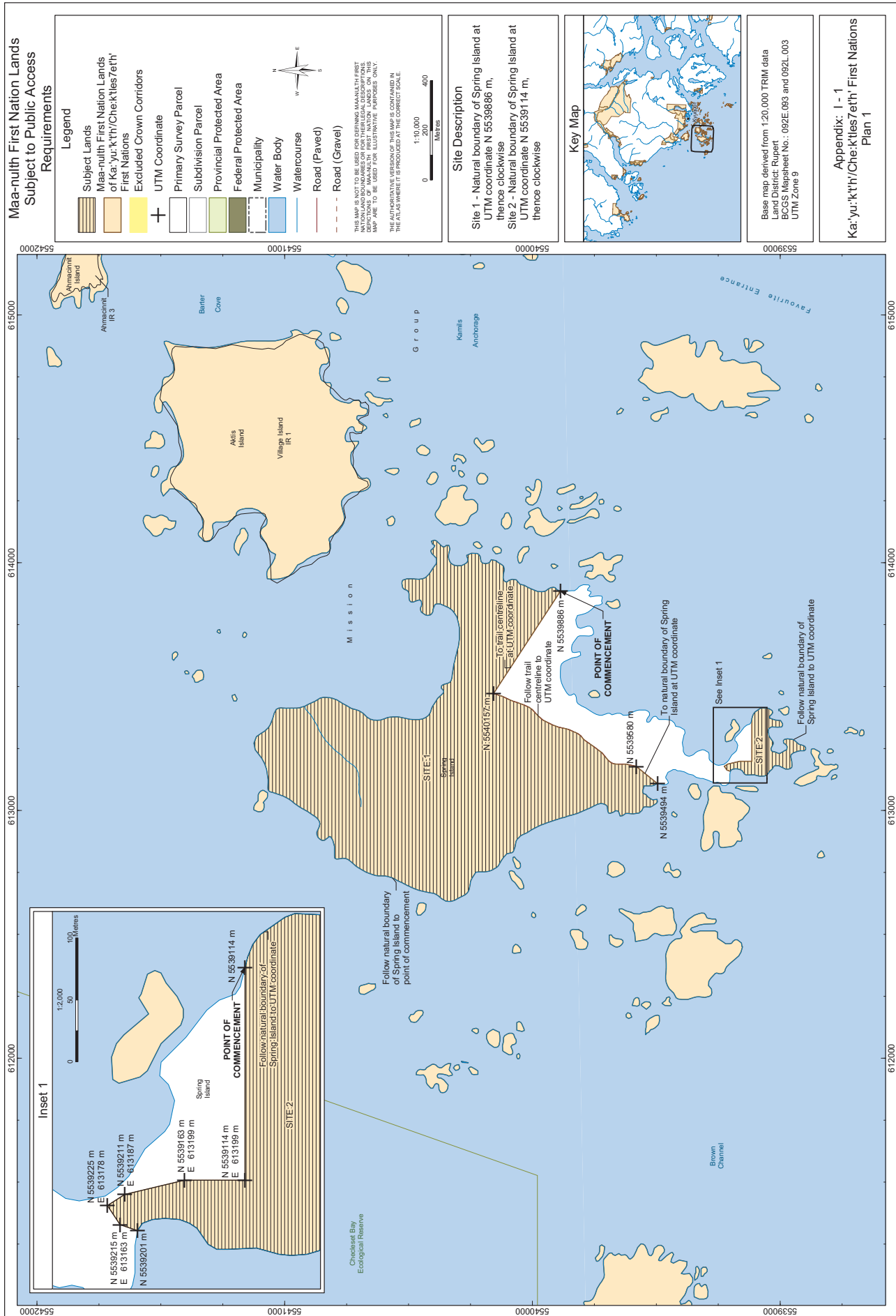


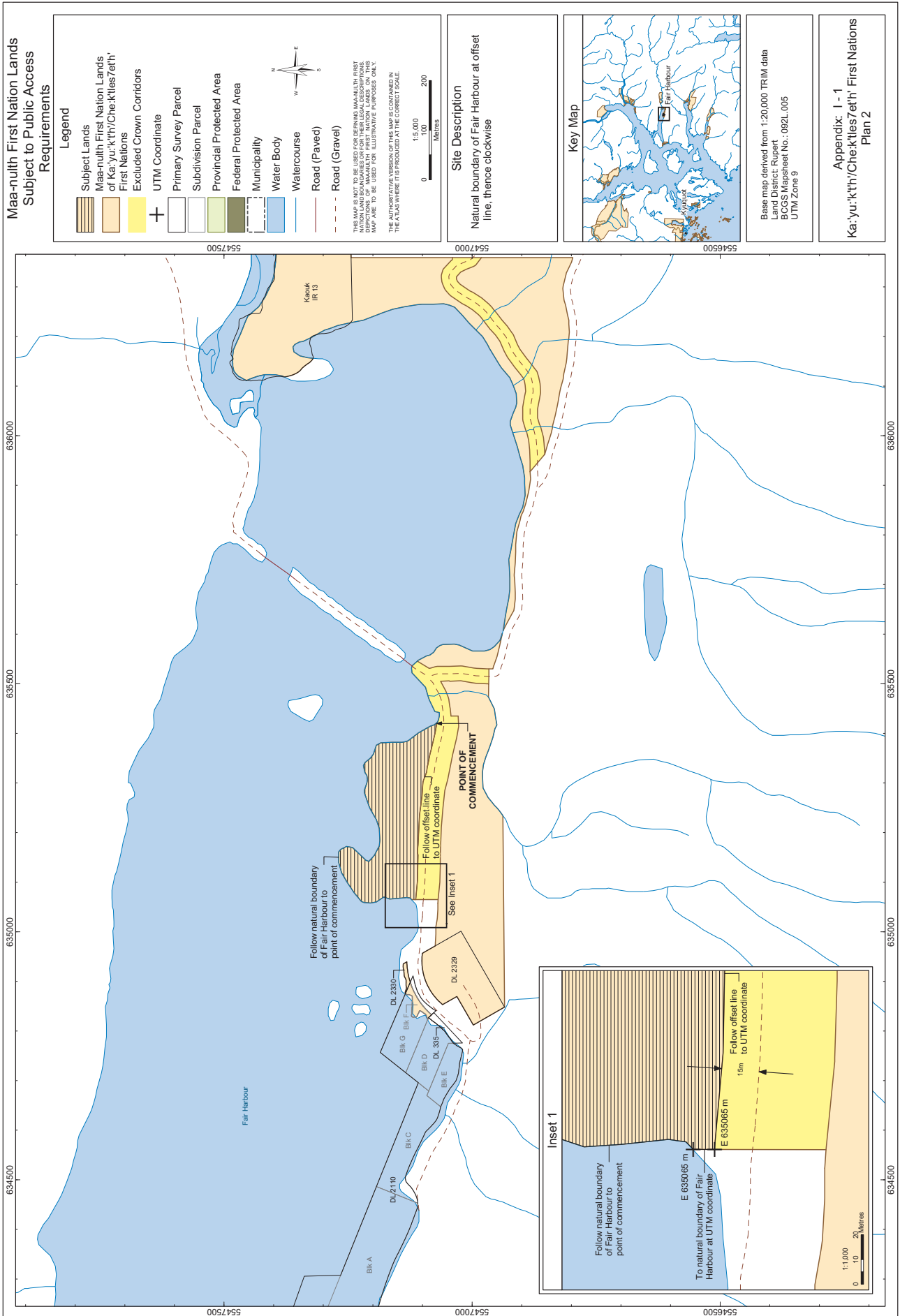
Appendix: H - 4
Maa-nulth First Nation Private Lands
of Ucluelet First Nation
Plan 2

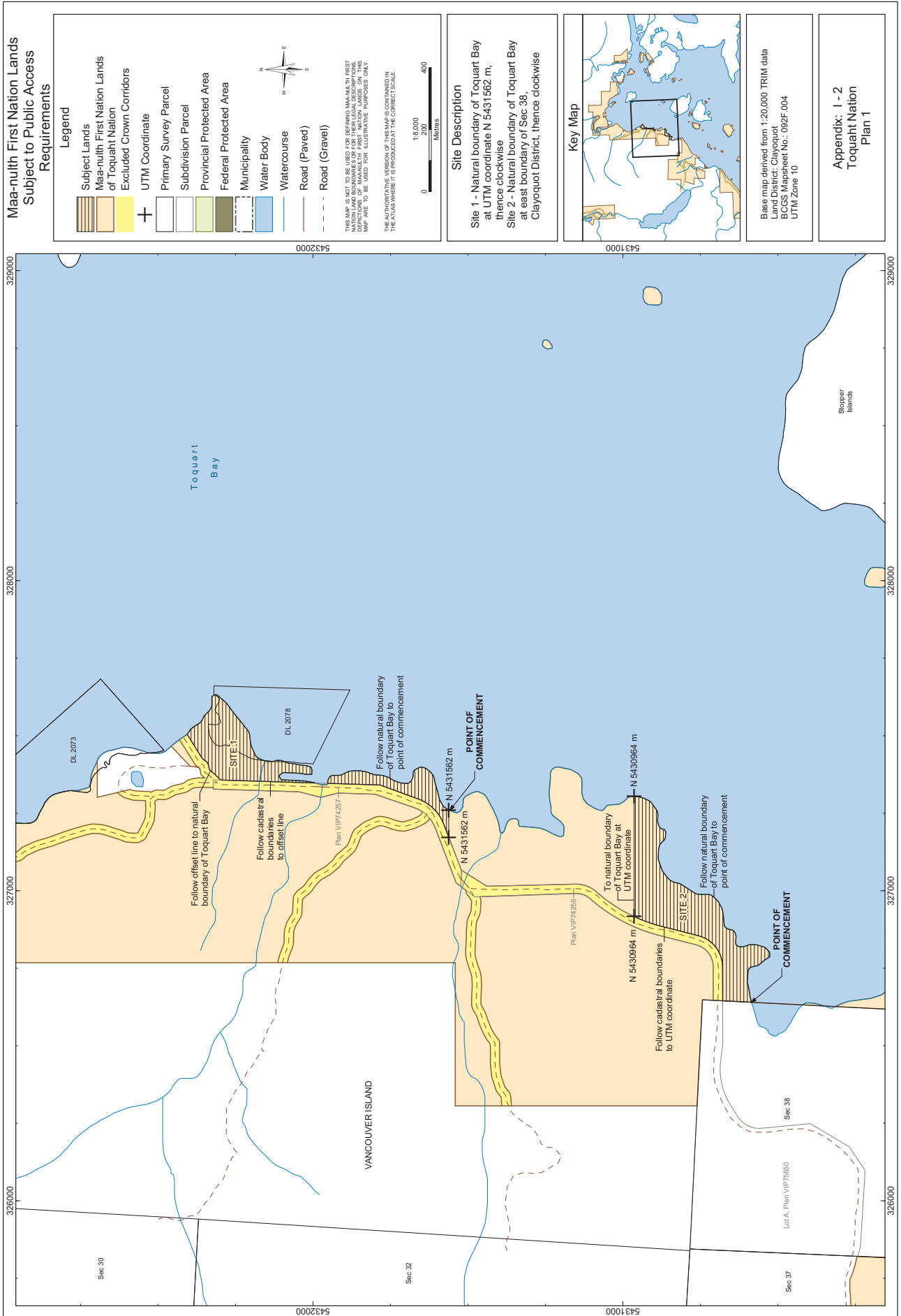
APPENDIX I
MAA-NULTH FIRST NATION LANDS SUBJECT
TO PUBLIC ACCESS REQUIREMENTS

Appendix I-1 Maps of Maa-nulth First Nation Lands of
Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations Subject to
Public Access Requirements – Plans 1 and 2

Appendix I-2 Map of Maa-nulth First Nation Lands of Toquaht Nation
Subject to Public Access Requirements – Plan 1







APPENDIX J
ESTATES IN FEE SIMPLE, OR PORTIONS
THEREOF, ENTITLED TO ACCESS
ACROSS MAA-NULTH FIRST NATION LANDS

- | | |
|---------------------|---|
| Appendix J-1 | Estates in Fee Simple Entitled to Access Across Maa-nulth First Nation Lands of Huu-ay-aht First Nations |
| Appendix J-2 | Estates in Fee Simple Entitled to Access Across Maa-nulth First Nation Lands of Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations |
| Appendix J-3 | Estates in Fee Simple Entitled to Access Across Maa-nulth First Nation Lands of Toquaht Nation |
| Appendix J-4 | Estates in Fee Simple Entitled to Access Across Maa-nulth First Nation Lands of Uchucklesaht Tribe |
| Appendix J-5 | Estates in Fee Simple Entitled to Access Across Maa-nulth First Nation Lands of Ucluelet First Nation |

APPENDIX J-1
ESTATES IN FEE SIMPLE ENTITLED TO ACCESS
ACROSS MAA-NULTH FIRST NATION LANDS
OF HUU-AY-AHT FIRST NATIONS

General Location	Legal Description
Appendix B-1, Part 2(a), Plan 2	Section 3, Township 2, Barclay District
Appendix B-1, Part 2(a), Plans 4 and 6	Section 29, Township 1, Barclay District
Appendix B-1, Part 2(a), Plans 4 and 5	South of Section 35, Township 1, Barclay District
Appendix B-1, Part 2(a), Plans 4 and 5	North of Section 26, Township 1, Barclay District
Appendix B-1, Part 2(a), Plans 4 and 6	Southwest of Section 28, Township 1, Barclay District
Appendix B-1, Part 2(a), Plan 3	Section 12, Township 2, Barclay District
Appendix B-1, Part 2(a), Plan 3 and 5	Block A of Section 2, Township 2, Barclay District
Appendix B-1, Part 2(a), Plan 3	Block A of Section 26, Township 2, Barclay District
Appendix B-1, Part 2(a), Plan 3 and 5	West of Northeast of Section 6, Township 4, Barclay District
Appendix B-1, Part 2(a), Plan 3	Fractional Section 7, Township 4, Barclay District
Parcels adjacent to Appendix B-1, Part 2(a), Plans 3, 5 and 12	West of the Southwest of Section 8, Township 4, Barclay District
Parcels adjacent to Appendix B-1, Part 2(a), Plans 3, 5 and 12	West of the Northwest of Section 8, Township 4, Barclay District
Parcels adjacent to Appendix B-1, Part 2(a), Plans 3, 5 and 12	East of the Southwest of Section 8, Township 4, Barclay District
Appendix B-1, Part 2(a), Plan 6	Southwest of Section 22, Township 1, Barclay District
Appendix B-1, Part 2(a), Plan 6	Northwest of Section 15, Township 1, Barclay District

General Location	Legal Description
Appendix B-1, Part 2(a), Plan 6	Southwest of Section 15, Township 1, Barclay District
Appendix B-1, Part 2(a), Plan 6	Lot 1 of Section 20, Township 1, Barclay District, Plan 44207
Appendix B-1, Part 2(a), Plan 6	Lot A of Section 20, Township 1, Barclay District, Plan VIP69771
Appendix B-1, Part 2(a), Plan 6	Lot B of Section 20, Township 1, Barclay District, Plan VIP69771
Appendix B-1, Part 2(a), Plan 6	Lot C of Section 20, Township 1, Barclay District, Plan VIP69771
Appendix B-1, Part 2(a), Plan 6	Northwest of Section 20, Township 1, Barclay District, except parts in Plans 14636 and 23898
Appendix B-1, Part 2(a), Plan 6	Block A of Section 20, Township 1, Barclay District, Plan 2486, except Parcel A (DD96031N)
Appendix B-1, Part 2(a), Plan 6	Parcel A (DD96031N) of Block A of Section 20, Township 1, Barclay District, Plan 2486
Appendix B-1, Part 2(a), Plan 6	Block B of Section 20, Township 1, Barclay District, Plan 2486, except Parcel 1 (DD63267I), Parcel 2 (DD106564I) and Parcel 3 (DD23883N), thereof and except part in Plan 8363
Appendix B-1, Part 2(a), Plan 6	Parcel 2 (DD106564I) of Block B of Section 20, Township 1, Barclay District, Plan 2486
Appendix B-1, Part 2(a), Plan 6	Parcel 3 (DD23883-N) of Block B of Section 20, Township 1, Barclay District, Plan 2486
Appendix B-1, Part 2(a), Plan 6	Lot 2 of Section 20, Township 1, Barclay District, Plan 8363
Appendix B-1, Part 2(a), Plan 6	Lot 3 of Section 20, Township 1, Barclay District, Plan 8363
Appendix B-1, Part 2(a), Plan 6	Lot A of Section 20, Township 1, Barclay District, Plan VIP76233 (See Plan as to Limited Access)
Appendix B-1, Part 2(a), Plan 6	Parcel B (DD150064I) of the Fractional Northeast of Section 20, Township 1, Barclay District as shown red on Plan 1890R, except those parts in Plan 32794 and 42794
Appendix B-1, Part 2(a), Plan 6	Parcel C (DD63405I) of the Northeast of Section 20, Township 1, Barclay District, except part in Plan VIP76233

General Location	Legal Description
Appendix B-1, Part 2(a), Plan 6	Lot A of Section 20, Township 1, Barclay District, Plan 32794
Appendix B-1, Part 2(a), Plan 6	Lot 1 of Section 20, Township 1, Barclay District, Plan 42794
Appendix B-1, Part 2(a), Plan 9	Northwest of Section 20, Township 4, Barclay District
Appendix B-1, Part 2(a), Plan 9	District Lot 45, Barclay District
Appendix B-1, Part 2(a), Plan 9	East of Section 15, Township 4, Barclay District
Appendix B-1, Part 2(a), Plans 9 and 12	West of Section 14, Township 4, Barclay District
Appendix B-1, Part 2(a), Plans 9 and 12	East of the Northeast of Section 14, Township 4, Barclay District
Appendix B-1, Part 2(a), Plans 9,12 and 13	West of the Northeast of Section 13, Township 4, Barclay District
Appendix B-1, Part 2(a), Plans 9, 12 and 13	Northwest of Section 13, Township 4, Barclay District
Appendix B-1, Part 2(a), Plan 12	Block A of District Lot 54, being Union Mineral Claim, Barclay District
Appendix B-1, Part 2(a), Plan 12	Block A of District Lot 36, being United Mineral Claim, Barclay District
Appendix B-1, Part 2(a), Plan 12	District Lot 35, being Southern Cross Mineral Claim, Barclay District
Appendix B-1, Part 2(a), Plan 12	Block A of District Lot 23, being Black Bear Mineral Claim, Barclay District
Appendix B-1, Part 2(a), Plan 12	District Lot 26, being Midday Mineral Claim, Barclay District
Appendix B-1, Part 2(a), Plan 12	District Lot 24, being Eureka Mineral Claim, Barclay District
Appendix B-1, Part 2(a), Plan 12	District 25, being British Pacific Mineral Claim, Barclay District

APPENDIX J-2
ESTATES IN FEE SIMPLE ENTITLED TO
ACCESS ACROSS MAA-NULTH FIRST NATION LANDS OF
KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST NATIONS

General Location	Legal Description
Appendix B-2, Part 2(a), Plan 24	District Lot 233, Nootka District, as shown on Plan Deposited under DD50983I
Appendix B-2, Part 2(a), Plan 15	District Lot 534, Rupert District
Appendix B-2, Part 2(a), Plan 15	District Lot 1609, Rupert District
Appendix B-2, Part 2(a), Plan 15	District Lot 1648, Rupert District
Appendix B-2, Part 2(a), Plan 15	District Lot 1649, Rupert District
Appendix B-2, Part 2(a), Plan 15	District Lot 1650, Rupert District
Appendix B-2, Part 2(a), Plan 15	District Lot 1651, Rupert District

APPENDIX J-3
ESTATES IN FEE SIMPLE ENTITLED TO ACCESS ACROSS
MAA-NULTH FIRST NATION LANDS OF TOQUAHT NATION

General Location	Legal Description
Appendix B-3, Part 2(a), Plan 1	The Easterly 10 Chains of District Lot 805, Clayoquot District
Appendix B-3, Part 2(a), Plan 1	That part of District Lot 804, Clayoquot District, lying to the south of the production easterly of the northerly boundary of District Lot 805 of said District
Appendix B-3, Part 2(a), Plan 1	District Lot 1511, Clayoquot District
Appendix B-3, Part 2(a), Plan 1	District Lot 1092, Clayoquot District
Appendix B-3, Part 2(a), Plans 4 and 7	Section 90, Alberni District (situated in Clayoquot District), except part in Plan VIP75648
Appendix B-3, Part 2(a), Plan 7 and 9	Section 41, Clayoquot District
Appendix B-3, Part 2(a), Plan 9	Section 54, Clayoquot District
Appendix B-3, Part 2(a), Plan 9	Section 49, Clayoquot District
Appendix B-3, Part 2(a), Plan 7	Section 33, Clayoquot District
Appendix B-3, Part 2(a), Plan 7	Section 35, Clayoquot District
Appendix B-3, Part 2(a), Plan 7	Section 36, Clayoquot District, except part in Plan VIP75649
Appendix B-3, Part 2(a), Plans 4 and 7	Section 38, Clayoquot District, except part in Plan VIP75650
Appendix B-3, Part 2(a), Plan 7	Section 40, Clayoquot District
Appendix B-3, Part 2(a), Plan 3, 5	District Lot 1516, Clayoquot District
Appendix B-3, Part 2(a), Plan 3	District Lot 1518, Clayoquot District

APPENDIX J-4
ESTATES IN FEE SIMPLE ENTITLED TO ACCESS
ACROSS MAA-NULTH FIRST NATION LANDS
OF UCHUCKLESAHT TRIBE

General Location	Legal Description
Appendix B-4, Part 2(a), Plan 9	District Lot 596, being Silver King Mineral Claim, Clayoquot District, except that part covered by District Lot 5, Barclay District situated in Clayoquot District
Appendix B-4, Part 2(a), Plan 9	District Lot 1961, Clayoquot District
Appendix B-4, Part 2(a), Plan 9	Lot 1 of Section 5, Barclay District and District Lot 1978, Clayoquot District, Plan VIP69905
Appendix B-4, Part 2(a), Plan 9	Lot 331 of Clayoquot District, except Parcel A (DD15797I)
Appendix B-4, Part 2(a), Plan 9	Parcel A (DD157974I) of District Lot 357, Clayoquot District
Appendix B-4, Part 2(a), Plan 8	Section 78, Alberni District (situated in Clayoquot District)
Appendix B-4, Part 2(a), Plan 8	The East 30 chains of Section 8, Clayoquot District
Appendix B-4, Part 2(a), Plan 8	Section 7, Clayoquot District
Appendix B-4, Part 2(a), Plan 5 and 7	District Lot 299, being Fisher Maid Mineral Claim, Clayoquot District
Appendix B-4, Part 2(a), Plan 5 and 7	District Lot 301, being Belvidere Mineral Claim, Clayoquot District
Appendix B-4, Part 2(a), Plan 7	District Lot 305, being Southern Cross Mineral Claim, Clayoquot District
Appendix B-4, Part 2(a), Plan 7	District Lot 1248, Clayoquot District
Appendix B-4, Part 2(a), Plan 7	District Lot 989, Clayoquot District
Appendix B-4, Part 2(a), Plan 7	District Lot 1697, Clayoquot District
Appendix B-4, Part 2(a), Plan 7	District Lot 79, Alberni District (situated in Clayoquot District)
Appendix B-4, Part 2(a), Plan 5	District Lot 536, being Tortilla Mineral Claim, Clayoquot District
Appendix B-4, Part 2(a), Plan 9; and parcels lying between Plans 8 & 9	Section 4, Clayoquot District

General Location	Legal Description
Appendix B-4, Part 2(a), Plan 9	District Lot 336, being Sunshine Mineral Claim, Clayoquot District, except those parts lying within the boundaries of Section 79, Alberni District (situated in Clayoquot District)
Appendix B-4, Part 2(a), Plan 9	Lot 334, Clayoquot District, being Fern No. 1 Mineral Claim, Clayoquot District, except those parts lying within the boundaries of Section 79, Alberni District (situated in Clayoquot District)

APPENDIX J-5
ESTATES IN FEE SIMPLE ENTITLED TO ACCESS ACROSS
MAA-NULTH FIRST NATION LANDS
OF UCLUELET FIRST NATION

General Location	Legal Description
Appendix B-5, Part 2(a), Plan 3	District Lot 1332, Clayoquot District
Appendix B-5, Part 2(a), Plan 3	District Lot 1511, Clayoquot District
Appendix B-5, Part 2(a), Plan 3	Block 5 of District Lot 797, Clayoquot District, Plan 2014
Appendix B-5, Part 2(a), Plan 3	Section 17, Clayoquot District
Appendix B-5, Part 2(a), Plan 3	Section 18, Clayoquot District
Appendix B-5, Part 2(a), Plan 3	That portion of District Lot 1012, Clayoquot District not identified as Subject Lands in Appendix B-5, Part 2(a), Plan 3.
Appendix B-5, Part 2(a), Plan 3	Parcel A (DD 69911-I) of District Lot 340, Clayoquot District
Appendix B-5 Part 2 (a), Plan 3	Lot A of District Lot 340, Clayoquot District, Plan 3606
Appendix B-5, Part 2(a), Plan 2	Section 88, Alberni District (situated in Clayoquot District)
Appendix B-5, Part 2(a), Plan 2	District Lot 42, Alberni District (situated in Clayoquot District)
Appendix B-5, Part 2(a), Plan 2	District Lot 476, Clayoquot District
Appendix B-5, Part 2(a), Plan 2	Part of District Lot 479, Clayoquot District, lying south of Plan 3497RW and excepting Plan 7027
Appendix B-5, Part 2(a), Plan 2	Part of District Lot 480, Clayoquot District, lying north of Plan 3497RW
Appendix B-5, Part 2(a), Plan 2	South _ of District Lot 482, Clayoquot District
Appendix B-5, Part 2(a), Plan 2	Northwest _ of District Lot 482, Clayoquot District
Appendix B-5, Part 2(a), Plan 8	District Lot 295, Clayoquot District

APPENDIX K
ESTATES IN FEE SIMPLE ENTITLED
TO NEGOTIATE A RIGHT OF ACCESS
ACROSS MAA-NULTH FIRST NATION LANDS

- Appendix K-1** Estates in Fee Simple Entitled to Negotiate a Right Of Access Across Maa-nulth First Nation Lands of Huu-ay-aht First Nations
- Appendix K-2** Estates in Fee Simple Entitled to Negotiate a Right Of Access Across Maa-nulth First Nation Lands of Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations
- Appendix K-3** Estates in Fee Simple Entitled to Negotiate a Right Of Access Across Maa-nulth First Nation Lands of Toquaht Nation
- Appendix K-4** Estates in Fee Simple Entitled to Negotiate a Right Of Access Across Maa-nulth First Nation Lands of Uchucklesaht Tribe
- Appendix K-5** Estates in Fee Simple Entitled to Negotiate a Right Of Access Across Maa-nulth First Nation Lands of Ucluelet First Nation

APPENDIX K-1
ESTATES IN FEE SIMPLE ENTITLED TO NEGOTIATE
A RIGHT OF ACCESS ACROSS MAA-NULTH FIRST NATION
LANDS OF HUU-AY-AHT FIRST NATIONS

General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-1, Part 2(a), Plan 6	Northwest <u> </u> of Section 20, Township 1, Barclay District, except parts in Plans 14636 and 23898	008-608-504
Appendix B-1, Part 2(a), Plan 6	Block A of Section 20, Township 1, Barclay District, Plan 2486, except Parcel A (DD96031N)	006-598-536
Appendix B-1, Part 2(a), Plan 6	Parcel A (DD96031N) of Block A of Section 20, Township 1, Barclay District, Plan 2486	004-616-782
Appendix B-1, Part 2(a), Plan 6	Block B of Section 20, Township 1, Barclay District, Plan 2486, except Parcel 1 (DD63267I) Parcel 2 (DD106564I) and Parcel 3 (DD23883N) thereof, and except part in Plan 8363	006-599-192
Appendix B-1, Part 2(a), Plan 6	Parcel 2 (DD106564I) of Block B, Section 20, Township 1, Barclay District, Plan 2486	006-598-617
Appendix B-1, Part 2(a), Plan 6	Parcel 3 (DD23883-N) of Block B of Section 20, Township 1, Barclay District, Plan 2486	001-033-719
Appendix B-1, Part 2(a), Plan 6	Lot 2 of Section 20, Township 1, Barclay District, Plan 8363	005-505-895
Appendix B-1, Part 2(a), Plan 6	Lot 3 of Section 20, Township 1, Barclay District, Plan 8363	005-505-909

General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-1, Part 2(a), Plan 6	Lot A of Section 20, Township 1, Barclay District, Plan VIP76233 (See Plan as to Limited Access)	025-815-156
Appendix B-1, Part 2(a), Plan 6	Parcel B (DD150064I) of the Fractional Northeast _ of Section 20, Township 1, Barclay District, as shown on red on Plan 1890R, except those parts in Plan 32794 and 42794	001-999-222
Appendix B-1, Part 2(a), Plan 6	Parcel C (DD63405I) of the Northeast _ of Section 20, Township 1, Barclay District, except part in Plan VIP76233	008-608-202
Appendix B-1, Part 2(a), Plan 6	Lot A of Section 20, Township 1, Barclay District, Plan 32794	000-192-252
Appendix B-1, Part 2(a), Plan 6	Lot 1 of Section 20, Township 1, Barclay District, Plan 42794	002-105-331
Appendix B-1, Part 2(a), Plan 6	Lot 1 of Section 20, Township 1, Barclay District, Plan 44207	004-921-909
Appendix B-1, Part 2(a), Plan 6	Lot A of Section 20, Township 1, Barclay District, Plan VIP69771	024-642-959
Appendix B-1, Part 2(a), Plan 6	Lot B of Section 20, Township 1, Barclay District, Plan VIP69771	024-642-967
Appendix B-1, Part 2(a), Plan 6	Lot C of Section 20, Township 1, Barclay District, Plan VIP69771	024-642-975
Appendix B-1, Part 2(a), Plans 9 and 12	East _ of Northeast _ of Section 14, Township 4, Barclay District	007-728-425
Appendix B-1, Part 2(a), Plans 9, 12 and 13	Northwest _ of Section 13, Township 4, Barclay District	007-728-042
Appendix B-1, Part 2(a), Plans 4 and 5	South _ of Section 35, Township 1, Barclay District	008-608-351

APPENDIX K-2
ESTATES IN FEE SIMPLE ENTITLED TO
NEGOTIATE A RIGHT OF ACCESS ACROSS
MAA-NULTH FIRST NATION LANDS OF
KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST NATIONS

General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-2, Part 2(a), Plan 15	District Lot 1609, Rupert District	009-876-448
Appendix B-2, Part 2(a), Plan 15	District Lot 1650, Rupert District	009-876-456
Appendix B-2, Part 2(a), Plan 15	District Lot 1651, Rupert District	009-876-910

APPENDIX K-3
ESTATES IN FEE SIMPLE ENTITLED TO NEGOTIATE
A RIGHT OF ACCESS ACROSS MAA-NULTH
FIRST NATION LANDS OF TOQUAHT NATION

General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-3, Part 2(a), Plan 1	The Easterly 10 Chains of District Lot 805, Clayoquot District	009-008-691
Appendix B-3, Part 2(a), Plan 1	Part of District Lot 804, Clayoquot District, lying to the south of the production westerly of the northerly boundary of District Lot 805 of said District	009-008-659
Appendix B-3, Part 2(a), Plan 3	District Lot 1518, Clayoquot District	000-053-503

APPENDIX K-4
ESTATES IN FEE SIMPLE ENTITLED TO NEGOTIATE
A RIGHT OF ACCESS ACROSS MAA-NULTH
FIRST NATION LANDS OF UCHUCKLESAHT TRIBE

General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-4, Part 2(a), Plan 9	Lot 331, Clayoquot District, except Parcel A (DD157973I)	009-398-236
Appendix B-4, Part 2(a), Plan 9	Parcel A (DD 157973I) of District Lot 331, Clayoquot District	000-064-092
Appendix B-4, Part 2(a), Plan 9	Parcel A (DD157974I) of District Lot 357, Clayoquot District	000-064-106
Appendix B-4, Part 2(a), Plan 8	Lot 1 of Block 47 of Section 78, Clayoquot District, Plan 429	009-059-105
Appendix B-4, Part 2(a), Plan 8	Lot 2 of Block 47 of Section 78, Clayoquot District, Plan 429	009-059-121
Appendix B-4, Part 2(a), Plan 8	Lot 3 of Block 47 of Section 78, Clayoquot District, Plan 429	009-059-156
Appendix B-4, Part 2(a), Plan 8	Lot 4 of Block 47 of Section 78, Clayoquot District, Plan 429	009-059-199
Appendix B-4, Part 2(a), Plan 8	Lot 8 of Block 47 of Section 78, Clayoquot District, Plan 429	009-059-211
Appendix B-4, Part 2(a), Plan 8	Lot 9 of Block 47 of Section 78, Clayoquot District, Plan 429	009-059-229
Appendix B-4, Part 2(a), Plan 8	Lot 10 of Block 47 of Section 78, Clayoquot District, Plan 429	009-059-296
Appendix B-4, Part 2(a), Plan 8	Lot 11 of Block 47 of Section 78, Clayoquot District, Plan 429	009-059-318

General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-4, Part 2(a), Plan 8	Lot 12 of Block 47 of Section 78, Clayoquot District, Plan 429	009-059-342
Appendix B-4, Part 2(a), Plan 8	Lot 13 of Block 47 of Section 78, Clayoquot District, Plan 429	009-059-377
Appendix B-4, Part 2(a), Plan 8	Lot 14 of Block 47 of Section 78, Clayoquot District, Plan 429	009-059-385
Appendix B-4, Part 2(a), Plan 8	Block 49 of Section 78, Clayoquot District, Plan 429	009-056-335
Appendix B-4, Part 2(a), Plan 8	Block 72 of Section 78, Clayoquot District, Plan 429	009-056-343
Appendix B-4, Part 2(a), Plan 8	Lot 13 of Block 88 of Section 78, Clayoquot District, Plan 429	009-058-826
Appendix B-4, Part 2(a), Plan 8	Lot 14 of Block 88 of Section 78, Clayoquot District, Plan 429	009-058-851
Appendix B-4, Part 2(a), Plan 8	Lot 12 of Block 91 of Section 78, Clayoquot District, Plan 429	009-058-931
Appendix B-4, Part 2(a), Plan 8	Lot 13 of Block 91 of Section 78, Clayoquot District, Plan 429	009-058-991
Appendix B-4, Part 2(a), Plan 8	Block 94 of Section 78, Clayoquot District, Plan 429	009-056-386
Appendix B-4, Part 2(a), Plan 8	Block 115 of Section 78, Clayoquot District, Plan 429	009-056-432
Appendix B-4, Part 2(a), Plan 8	Block 135 of Section 78, Clayoquot District, Plan 429	009-037-420
Appendix B-4, Part 2(a), Plan 8	Block 154 of Section 78, Clayoquot District, Plan 429	009-037-446
Appendix B-4, Part 2(a), Plan 8	Lot 3 of Block 156 of Section 78, Clayoquot District, Plan 429	009-143-076

General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-4, Part 2(a), Plan 8	Lot 4 of Block 156 of Section 78, Clayoquot District, Plan 429	009-143-084
Appendix B-4, Part 2(a), Plan 8	Lot 7 of Block 156 of Section 78, Clayoquot District, Plan 429	009-143-106
Appendix B-4, Part 2(a), Plan 8	Lot 8 of Block 156 of Section 78, Clayoquot District, Plan 429	009-143-114
Appendix B-4, Part 2(a), Plan 8	Lot 10 of Block 156 of Section 78, Clayoquot District, Plan 429	009-143-157
Appendix B-4, Part 2(a), Plan 8	Lot 11 of Block 156 of Section 78, Clayoquot District, Plan 429	009-143-173
Appendix B-4, Part 2(a), Plan 8	Lot 12 of Block 156 of Section 78, Clayoquot District, Plan 429	009-143-181
Appendix B-4, Part 2(a), Plan 8	Lot 13 of Block 156 of Section 78, Clayoquot District, Plan 429	009-143-190
Appendix B-4, Part 2(a), Plan 8	Block 172 of Section 78, Clayoquot District, Plan 429	009-037-471
Appendix B-4, Part 2(a), Plan 8	Block 188 of Section 78, Clayoquot District, Plan 429	009-037-519
Appendix B-4, Part 2(a), Plan 8	Block 203 of Section 78, Clayoquot District, Plan 429	009-037-535

APPENDIX K-5
ESTATES IN FEE SIMPLE ENTITLED TO NEGOTIATE
A RIGHT OF ACCESS ACROSS MAA-NULTH FIRST NATION
LANDS OF UCLUELET FIRST NATION

General Location	Legal Description	Land Title Parcel Identifier (PID)
Appendix B-5 Part 2 (a), Plan 3	Lot A of District Lot 340, Clayoquot District, Plan 3606	006-175-911
Appendix B-5 Part 2 (a), Plan 3	Parcel A (DD 69911-I) of District Lot 340, Clayoquot District	001-290-495
Appendix B-5 Part 2 (a), Plan 2	District Lot 476, Clayoquot District	009-405-551
Appendix B-5 Part 2 (a), Plan 2	South _ of District Lot 482, Clayoquot District	009-405-569
Appendix B-5, Part 2(a), Plan 3	Block 5 of District Lot 797, Clayoquot District, Plan 2014	006-640-095

APPENDIX L
APPLICABLE FORMS OF LICENCES OF
OCCUPATION RESPECTING ACCESS AND
RESEARCH ON FOREST RESEARCH PLOTS

- 1. Licence of Occupation for Forest Research Installation:
Carnation Creek Fish-Forestry Interaction Project – EP1231.01**
- 2. Licence of Occupation for Forest Research Plots:**
 - **Research Installations**
 - **Growth and Yield Sites**

**LICENCE OF OCCUPATION FOR FOREST RESEARCH
INSTALLATION: CARNATION CREEK FISH-FORESTRY
INTERACTION PROJECT-EP1231.01**

THIS AGREEMENT is dated for reference _____

BETWEEN:

HUU-AY-AHT FIRST NATIONS (the “Owner”)

AND:

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

(the “Licensee”)

WHEREAS:

- A. The Owner, Canada, and British Columbia have entered into a Final Agreement as hereinafter defined.
- B. In accordance with the Final Agreement, the Owner wishes to provide the Licensee with a licence to occupy the Land for the purpose of continuing a watershed scale, multi-disciplinary study of the effects of forestry practices on a small coastal drainage system (the “Licensee’s Study”).
- C. The Owner wishes to use and occupy the Land in accordance with the approved Management Plan (hereinafter defined) without materially interfering with the Licensee's Study.

WHEREAS

Note clauses to be included.

NOWHEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises, the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which the Owner acknowledges, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 In this Agreement,

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

“Commencement Date” means _____ [Effective Date];

“Data Request” means a request made by the Owner to the Licensee pursuant to Section 4.2 requiring the Licensee to deliver to the Owner the experimental forestry data collected by the Licensee in respect of the Land, which request will include the following information:

- (a) the Owners intended explicit use/purpose for the data;
- (b) the identity of those individuals or organizations who will be granted access to the data; and
- (c) the term or duration for which the data is required;

“Final Agreement” means the final treaty agreement among the Owner, British Columbia and Canada;

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

“Land” means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Schedule A: Legal Description of Carnation Creek Fish-Forestry Interaction Project”;

“Management Plan” means the management plan prepared by the Owner in respect of its proposed use of the Land as approved by the Licensee in accordance with Section 3.3;

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

“Security” means the security referred to in Section 5.1, as replaced or supplemented in accordance with Section 5.4;

“Technical Working Group” means the Technical Working Group established by the Licensee pursuant to Section 4.1;

“Term” means the period of time set out in Section 2.2.

ARTICLE 2 – GRANT AND TERM

- 2.1 On the terms and conditions of this Agreement, the Owner hereby grants to the Licensee a licence to occupy the Land for the purpose of conducting a watershed scale, multi-disciplinary study of the effects of forestry practices on a small coastal drainage system, including, without limitation, the right to:
- (a) use and maintain all Improvements;
 - (b) maintain the watershed on the Land as an “ecological reserve”; and
 - (c) conduct forestry or fish related studies, tests and experiments.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the sixtieth (60th) anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 – COVENANTS

- 3.1 The Licensee covenants with the Owner:
- (a) to pay, when due,
 - (i) the Realty Taxes, and
 - (ii) all charges for electricity, gas, water and other utilities supplied to the Land for use by the Licensee;
 - (b) to observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting the Licensee's use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
 - (c) to keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to the Owner, acting reasonably, and at the Owner's written request, acting reasonably, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
 - (d) not to commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
 - (e) to use and occupy the Land only in accordance with and for the purposes set out in Section 2.1;

- (f) not to interfere with the activities of any other person who enters on and uses 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 the Land;
- (g) to permit the Owner, or its representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (h) to indemnify and save the Owner harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) any breach, violation or nonperformance of a provision of this Agreement by the Licensee, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of the Licensee's occupation of the Land,

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

- (i) on the termination of this Agreement,
 - (i) peaceably quit and deliver to the Owner possession of the Land;
 - (ii) remove from the Land any above ground Improvement erected or placed on the Land by the Licensee that the Owner, in writing, directs or permits the Licensee to remove, and
 - (iii) restore the surface of the Land to the satisfaction of the Owner, acting reasonably;

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

- (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 ONE MILLION DOLLARS (\$1,000,000) 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 sub-section on the delivery to the Owner of confirmation that the Licensee is self insured;
- (k) notwithstanding sub-section (j), the Owner may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to that sub-section be changed and the Licensee shall, within 60 days of receiving such

notice, cause the amount of insurance posted, pursuant to sub-section (j) to be changed to the amount specified by the Owner, acting reasonably, in the notice and delivery to the Owner with a written confirmation of the change, except that when the Licensee is self ensuring this section shall not apply;

- (l) not to materially interfere with the exercise of the Owner's rights pursuant to the approved Management Plan except to the minimum extent necessary to carry out the Licensee's Study.
- 3.2 The Owner will not do or permit anything to be done on the Land that will interfere materially with the Improvements or the exercise of the Licensee's rights hereunder.
- 3.3 The Owner may, at its discretion, engage in any low impact activity, such as camping and harvesting botanical forest products, which exposes a minimal amount of bare soil and is outside the stream channel network and fish habitat area as identified in “Schedule A: Legal Description of Carnation Creek Fish-Forestry Interaction Project”.
- 3.4 The Licensee will inform the Owner within 30 days of any restricted activities (as set out in Section 3.2) being carried out on the adjacent Crown land portion of the Carnation Creek Watershed outlined in black and shown in Schedule B (the “Adjacent Watershed Area”).
- 3.5 If after 30 days of being informed pursuant to Section 3.4 hereof that the restricted activities are being carried out on the Adjacent Watershed Area then, notwithstanding Section 3.2, the Owner may also engage, within the Carnation Creek Fish-Forestry Interaction Project area, in those types of activities which have been permitted by the Licensee within the Adjacent Watershed Area.
- 3.6 Prior to the Owner engaging in any activity under Section 3.5, the Owner will:
- (a) provide the Licensee with 30 days notice of their intent to proceed with such activity; and
 - (b) obtain the Licensee's consent to such activity, which consent will not be unreasonably withheld.
- 3.7 If the Owner wishes to use the Land in a manner other than as permitted in Section 3.3 or Section 3.5 it will, no more frequently than once each calendar year, prepare a Management Plan outlining, in sufficient detail as required by the Licensee acting reasonably, the proposed use and occupation of the Land by the Owner and or its invitees. Within 60 days of receipt of the Management Plan, the Licensee, acting reasonably, may either:
- (a) approve the Management Plan with or without conditions; or

- (b) refuse to approve the Management Plan on the basis that the uses proposed therein will interfere materially with the Licensee's rights hereunder, including, without limitation the Licensee's Study.

3.8 If the Licensee refuses to approve the Management Plan pursuant to Section 3.7(b) or attaches conditions to its approval pursuant to Section 3.7(a), then the Owner may submit the matter to one or more stages of dispute resolution as set out in Appendix Y to the Final Agreement.

3.9 If the Owner obtains an approved Management Plan it hereby covenants and agrees to only use and occupy and to permit the Land only to be used and occupied in accordance with the terms of the approved Management Plan.

ARTICLE 4 – TECHNICAL WORKING GROUP AND DATA USE/SHARING

4.1 In order to facilitate the carrying out of and to oversee the Licensee's Study the Licensee will establish a Technical Working Group comprised of research team members, a representative of the Licensee and a representative of the Owner. The Licensee will give reasonable notice of and will invite the Owner's representative to attend all meetings of the Technical Working Group. The Owner's representative on the Technical Working Group will be entitled to attend all meetings:

- (a) by himself;
- (b) with one other person invited by him; or
- (c) by sending a delegate in his place.

4.2 At any time during the Term, the Owner may deliver a Data Request to the Licensee. Upon receipt of a Data Request, the Licensee will deliver the requested data to the Owner provided that the Owner first enters into the Licensee's then current Data Use and Sharing Agreement, which agreement will include, without limitation, provisions dealing with the following:

- (a) that notwithstanding the provision of the data to the Owner, the Licensee retains all ownership rights (including copyright and all other intellectual property rights) to the data;
- (b) the data will not be sold for commercial purposes;
- (c) the data will only be used for the purpose set out in the Data Request; and
- (d) covenants and agreements from the Owner:
 - (i) that no data, copies, or parts thereof, shall be retained after the project referenced in the Data Request is completed;

- (ii) to not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by the Data Request unless agreed to by the Licensee;
- (iii) to provide the Licensee with copies of all published analyses and research findings based on the data received under this Agreement;
- (iv) to include the following statement in the publication, presentation, or dissemination of any analysis conducted with the data files received under the applicable Data

Request: “The plot data used in this analysis was provided by the Forest Sciences Program of the B.C. Ministry of Forests.”

ARTICLE 5 – SECURITY

- 5.1 The sum of \$1.00 and all rights, privileges, benefits and interests accruing thereto shall be delivered by the Licensee to the Owner (herein called the “Security”) to guarantee the performance of the Licensee's obligations under this licence and shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed. 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 requirement of this section.
- 5.2 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.
- 5.3 The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiry or earlier cancellation of this Licence.
- 5.4 Notwithstanding the amount of the Security stated to be required under Section 5.1 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 5.1, this section shall not apply.

ARTICLE 6 – ASSIGNMENT

- 6.1 The Licensee shall not assign this licence or sublicense any part of the Land, without the prior written consent of the Owner, which consent shall not be unreasonably withheld.
- 6.2 Notwithstanding Section 6.1, the Licensee may, without the prior written consent of the Owner:

- (a) assign its interest in all or a part of the Land to a British Columbia crown corporation; or
- (b) sublicense its interest in all or a part of the Land to the federal Department of Fisheries and Oceans, other governmental agencies or departments and universities or colleges.

ARTICLE 7 – TERMINATION

7.1 The Licensee further covenants and agrees with the Owner that:

- (a) if the Licensee
 - (i) defaults in the payment of any money payable by the Licensee under this Agreement, or
 - (ii) fails to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by the Licensee under this Agreement),

and the Licensee's default or failure continues for 60 days after the Owner gives written notice of the default or failure to the Licensee,

- (b) if, the Licensee fails to make diligent use of the Land for the purposes set out in this Agreement, and such failure continues for 180 days after the Owner gives written notice of the failure to the Licensee; or
- (c) if the Licensee
 - (i) becomes insolvent or makes an assignment for the general benefit of its creditors,
 - (ii) commits an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against the Licensee or/the Licensee consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging the Licensee bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enters into an arrangement with its creditors;

this Agreement will, at the Owner's option and with or without entry, terminate and the Licensee's right to use and occupy the Land will cease.

7.2 If the condition complained of (other than the payment of any money payable by the Licensee under this Agreement) reasonably requires more time to cure than 60 days, the Licensee will be deemed to have complied with the remedying of it if the Licensee

commences remedying or curing the condition within 60 days and diligently completes the same.

- 7.3 The Licensee will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under Section 7.1.
- 7.4 The Licensee may deliver a written notice to the Owner cancelling this Agreement and thereafter the licence and the rights herein granted will terminate 180 days after the date of receipt by the Owner of such written notice.

ARTICLE 8 – NOTICE

- 8.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other at the addresses specified for each on the first page of this licence, or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.
- 8.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in Section 8.1.
- 8.3 The delivery of all money payable to the Owner under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 9 – MISCELLANEOUS

- 9.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 9.2 No remedy conferred upon or reserved to the Owner under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 9.3 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.

- 9.4 Time is of the essence in this Agreement.
- 9.5 In this licence, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and the corporation.
- 9.6 The captions and headings contained in this licence are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.
- 9.7 If any section of this licence or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts and sections of the licence shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

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

SIGNED on behalf of _____,

by a duly authorized representative

Authorized Signatory

SIGNED on behalf of HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
by a duly authorized signatory

Authorized Signatory

**SCHEDULE A – LEGAL DESCRIPTION OF CARNATION CREEK FISH-FORESTRY
INTERACTION PROJECT**

SCHEDULE B

LICENCE OF OCCUPATION FOR FOREST RESEARCH PLOTS:

- RESEARCH INSTALLATIONS
- GROWTH AND YIELD SITES

THIS AGREEMENT is dated for reference _____

BETWEEN:

_____ FIRST NATION of

(the “Owner”)

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,**

as represented by the Minister of Forests

(the “Licensee”)

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises, the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which the Owner acknowledges, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 In this Agreement,

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

“**Commencement Date**” means _____ [Effective Date];

“**Data Request**” means a request made by the Owner to the Licensee pursuant to Article 4 requiring the Licensee to deliver to the Owner the experimental forestry data collected by the Licensee in respect of the Land, which request will include the following information:

- (a) the Owners intended explicit use/purpose for the data;
- (b) the identity of those individuals or organizations who will be granted access to the data; and
- (c) the term or duration for which the data is required;

“Final Agreement” means the final treaty agreement among the Owner, British Columbia and Canada;

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

Note: Legal Description to be included here.

“Management Plan” means the management plan prepared by the Owner in respect of its proposed use of the Land as approved by the Licensee in accordance with Section 3.3;

[Note to Draft: This definition only to be included in those Licence of Occupation where the “Land” exceeds 10 ha. in size]

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, or any of the Licensee's improvements situate thereon that the Licensee is liable to pay under applicable laws;

“Security” means the security referred to in section 5.1, as replaced or supplemented in accordance with section 5.4;

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

ARTICLE 2 – GRANT AND TERM

- 2.1 On the terms and conditions of this Agreement, the Owner hereby grants to the Licensee, its agents, contractors, subcontractors and employees a licence to enter on and use the Land for the purpose of conducting periodic timber measurements and inspections within Forestry experimental plots or permanent sample plots to assess changes to stand structure resulting from treatments, tree growth, mortality, ingrowth and succession.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the _____ (____) anniversary of that date, or such earlier date provided for in this Agreement. [Note to Draft: Length of Term will depend on the requirements of each individual plot.]
- 2.3 Notwithstanding anything to the contrary in this Agreement, so long as:
- (a) the Licensee is not in default of any of the material terms or conditions of this Agreement; and
 - (b) the Licensee has given the Owner, not more than 180 days prior to the expiration of the Term, notice in writing of the Licensee's wish to re-apply for a new licence to enter on and use the Land,

the Owner may agree to offer a new licence to the Licensee by notice to the Licensee, in writing, on the terms and conditions determined by the Owner and contained in the notice. The Licensee shall have a period of sixty (60) days from the date of receipt of the notice from the Owner to accept a new licence to enter on and use the Land by executing the new licence contained in the notice and delivering it to the Owner.

ARTICLE 3 – COVENANTS

3.1 Licensee covenants with the Owner:

- (a) to pay, when due,
 - (i) the Realty Taxes, and
 - (ii) all charges for electricity, gas, water and other utilities supplied to the Land for use by the Licensee;
- (b) to observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting the Licensee's use or occupation of the Land and the improvements situate thereon, and
 - (ii) the provisions of this Agreement;
- (c) to keep the Land in a safe, clean and sanitary condition satisfactory to the Owner, acting reasonably, and at the Owner's written request, acting reasonably, rectify any failure to comply with such a covenant by making the Land safe, clean and sanitary;
- (d) not to commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (e) to use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (f) not to interfere with the activities of any other person who enters on and uses 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 the Land, in accordance with Section 9.3;
- (g) to permit the Owner, or its representatives, to enter on the Land at any time to inspect the Land;

- (h) to indemnify and save the Owner harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) any breach, violation or nonperformance of a provision of this Agreement by the Licensee, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of the Licensee's occupation of the Land,

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

- (i) on the termination of this Agreement,
 - (i) decommission the Land and peaceably quit and deliver to the Owner possession of the Land;
 - (ii) remove from the Land any 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 that the Owner, in writing, directs or permits the Licensee to remove, and
 - (iii) restore the surface of the Land to the satisfaction of the Owner, acting reasonably;

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

- (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 ONE MILLION DOLLARS (\$1,000,000) 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 sub-section on the delivery to the Owner of confirmation that the Licensee is self insured;
- (k) notwithstanding sub-section (j), the Owner may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to that sub-section be changed and the Licensee shall, within 60 days of receiving such notice, cause the amount of insurance posted, pursuant to sub-section (j) to be changed to the amount specified by the Owner, acting reasonably, in the notice and delivery to the Owner with a written confirmation of the change, except that when the Licensee is self-insuring this section shall not apply.

- (l) not to materially interfere with the exercise of the Owner's rights pursuant to the approved Management Plan except to the minimum extent necessary to carry out the purposes set out in Section 2.1.

[Note to Draft: To be included only if the area of the Land exceeds 10 ha.]

- 3.2 The Owner will not do or permit anything to be done on the Land that will interfere materially with the exercise of the Licensee's rights hereunder.
- 3.3 If the Owner wishes to use the Land or permit others to use the Land in a manner permitted in Section 3.3 it will, no more frequently than once each calendar year, prepare a Management Plan outlining, in sufficient detail as required by the Licensee acting reasonably, the proposed use and occupation of the Land by the Owner and or its invitees. Within 60 days of receipt of the Management Plan, the Licensee, acting reasonably, may either:
 - (a) approve the Management Plan with or without conditions; or
 - (b) refuse to approve the Management Plan on the basis that the uses proposed therein will interfere materially with the Licensee's rights hereunder.
- 3.4 If the Licensee refuses to approve the Management Plan pursuant to Section 3.3(b) or attaches conditions to its approval pursuant to Section 3.3(a), then the Owner may submit the matter to one or more stages of dispute resolution as set out in Appendix Y to the Final Agreement.
- 3.5 If the Owner obtains an approved Management Plan it hereby covenants and agrees to only use and occupy and to permit the Land only to be used and occupied in accordance with the terms of the approved Management Plan.

[Note to Draft: Sections 3.3 _ 3.5 will only be included if the Land exceeds 10 ha. in area]

ARTICLE 4 – DATA USE AND SHARING

- 4.1 At any time during the Term, the Owner may deliver a Data Request to the Licensee. Upon receipt of a Data Request, the Licensee will deliver the requested data to the Owner provided that the Owner first enters into the Licensee's then current Data Use and Sharing Agreement, which agreement will include, without limitation, provisions dealing with the following:
 - (a) that notwithstanding the provision of the data to the Owner, the Licensee retains all ownership rights (including copyright and all other intellectual property rights) to the data;
 - (b) the data will not be copied or used for commercial purposes;
 - (c) the data will only be used for the purpose set out in the Data Request; and

- (d) covenants and agreements from the Owner:
 - (i) that no data, copies, or parts thereof, shall be retained after the project referenced in the Data Request is completed;
 - (ii) to not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by the Data Request unless agreed to by the Licensee;
 - (iii) to provide the Licensee with copies of all published analyses and research findings based on the data received under this Agreement;
 - (iv) to include the following statement in the publication, presentation, or dissemination of any analysis conducted with the data files received under the applicable Data.

Request: “The plot data used in this analysis was provided by the Forest Sciences Program of the B.C. Ministry of Forests.”

ARTICLE 5 – SECURITY

- 5.1 The sum of \$1.00 and all rights, privileges, benefits and interests accruing thereto shall be delivered by the Licensee to the Owner (herein called the “Security”) to guarantee the performance of the Licensee’s obligations under this licence and shall be maintained in effect until such time as the Owner certifies in writing that such obligations have been fully performed. 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 requirement of this section.
- 5.2 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.
- 5.3 The rights of the Owner under this Article shall be deemed to continue in full force and effect notwithstanding the expiry or earlier cancellation of this Licence.
- 5.4 Notwithstanding the amount of the Security stated to be required under Section 5.1 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 5.1, this section shall not apply.

ARTICLE 6 – ASSIGNMENT

- 6.1 The Licensee shall not assign this licence or sublicense any part of the Land, without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

- 6.2 Notwithstanding Section 6.1, the Licensee may, without the prior written consent of the Owner assign or sublicense its interest in all or a part of the Land to a British Columbia crown corporation, other governmental agencies or departments and universities or colleges.

ARTICLE 7 – TERMINATION

- 7.1 The Licensee further covenants and agrees with the Owner that:
- (a) if the Licensee
 - (i) defaults in the payment of any money payable by the Licensee under this Agreement, or
 - (ii) fails to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by the Licensee under this Agreement), and the Licensee's default or failure continues for 60 days after the Owner gives written notice of the default or failure to the Licensee, or
 - (b) if the Licensee
 - (i) becomes insolvent or makes an assignment for the general benefit of its creditors,
 - (ii) commits an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against the Licensee or/the Licensee consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging the Licensee bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enters into an arrangement with its creditors;

this Agreement will, at the Owner's option and with or without entry, terminate and the Licensee's right to use and occupy the Land will cease.
- 7.2 If the condition complained of (other than the payment of any money payable by the Licensee under this Agreement) reasonably requires more time to cure than 60 days, the Licensee will be deemed to have complied with the remedying of it if the Licensee commences remedying or curing the condition within 60 days and diligently completes the same.
- 7.3 The Licensee will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under Section 7.1.

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

ARTICLE 8 – NOTICE

- 8.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other at the addresses specified for each on the first page of this licence, or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.
- 8.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 8.1.
- 8.3 The delivery of all money payable to the Owner under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 9 – MISCELLANEOUS

- 9.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 9.2 No remedy conferred upon or reserved to the Owner under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 9.3 This Agreement shall not entitle the Licensee to exclusive possession of the Land and the Owner may, for any purpose, grant to others interests in the Land or rights to enter on or use or occupy the Land, or may otherwise authorize other persons to enter on or use or occupy the Land, so long as the grant or authorization does not materially affect the exercise of the Licensee's rights hereunder. The question of whether a grant materially affects the exercise of the Licensee's rights hereunder shall be determined by the Owner acting reasonably. If the Owner, by written instrument, grants a licence, right or interest to others to use or occupy the Land, such grant will contain a provision identical to Subsection 3.1 (c) of this Agreement obligating the

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

- 9.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 9.5 Time is of the essence in this Agreement.
- 9.6 In this licence, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and the corporation.
- 9.7 The captions and headings contained in this licence are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.
- 9.8 If any section of this licence or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts and sections of the licence shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

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

SIGNED on behalf of _____ **FIRST NATION,**
by a duly authorized representative

Authorized Signatory

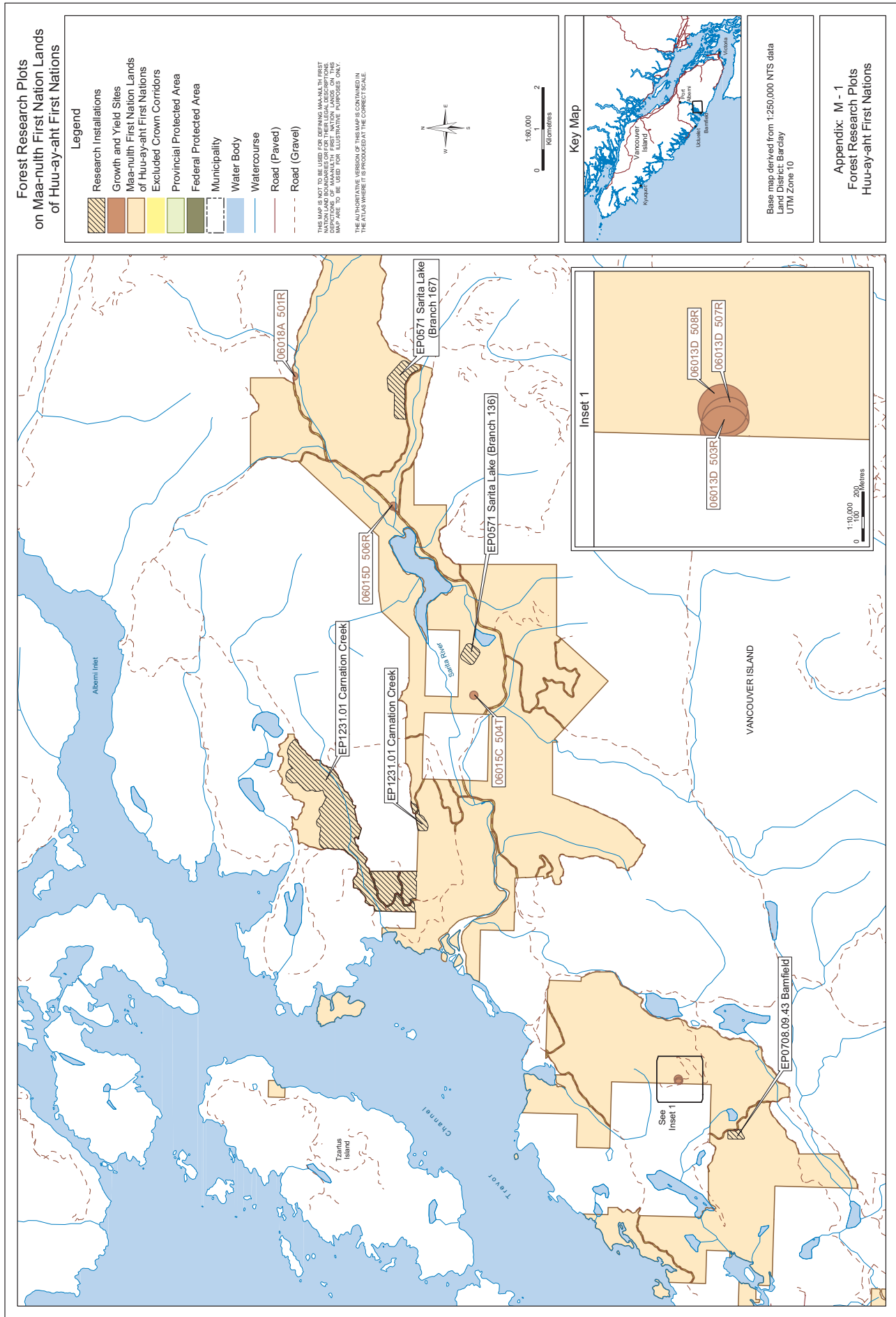
SIGNED on behalf of **HER MAJESTY THE QUEEN**
IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
by a duly authorized signatory

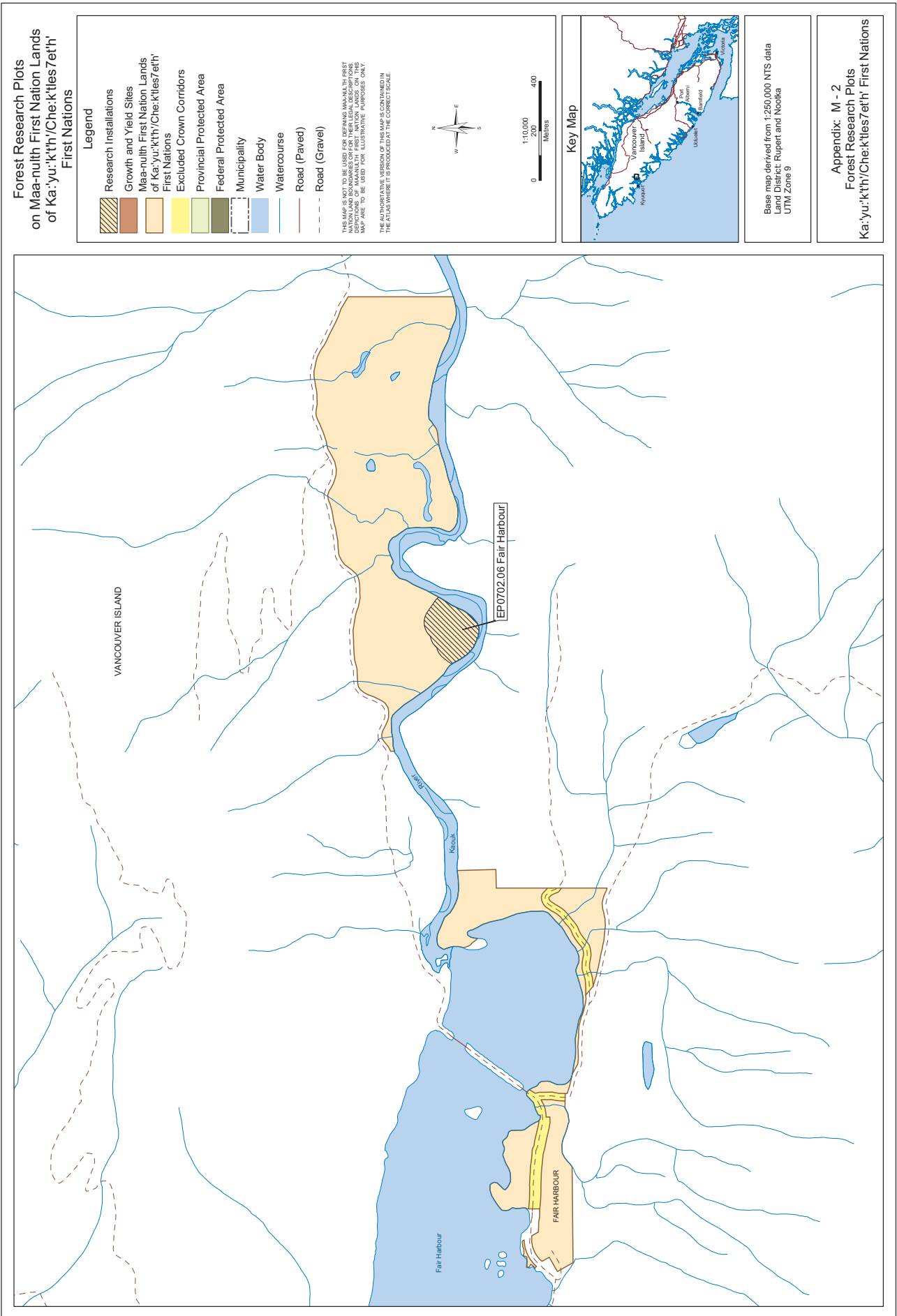
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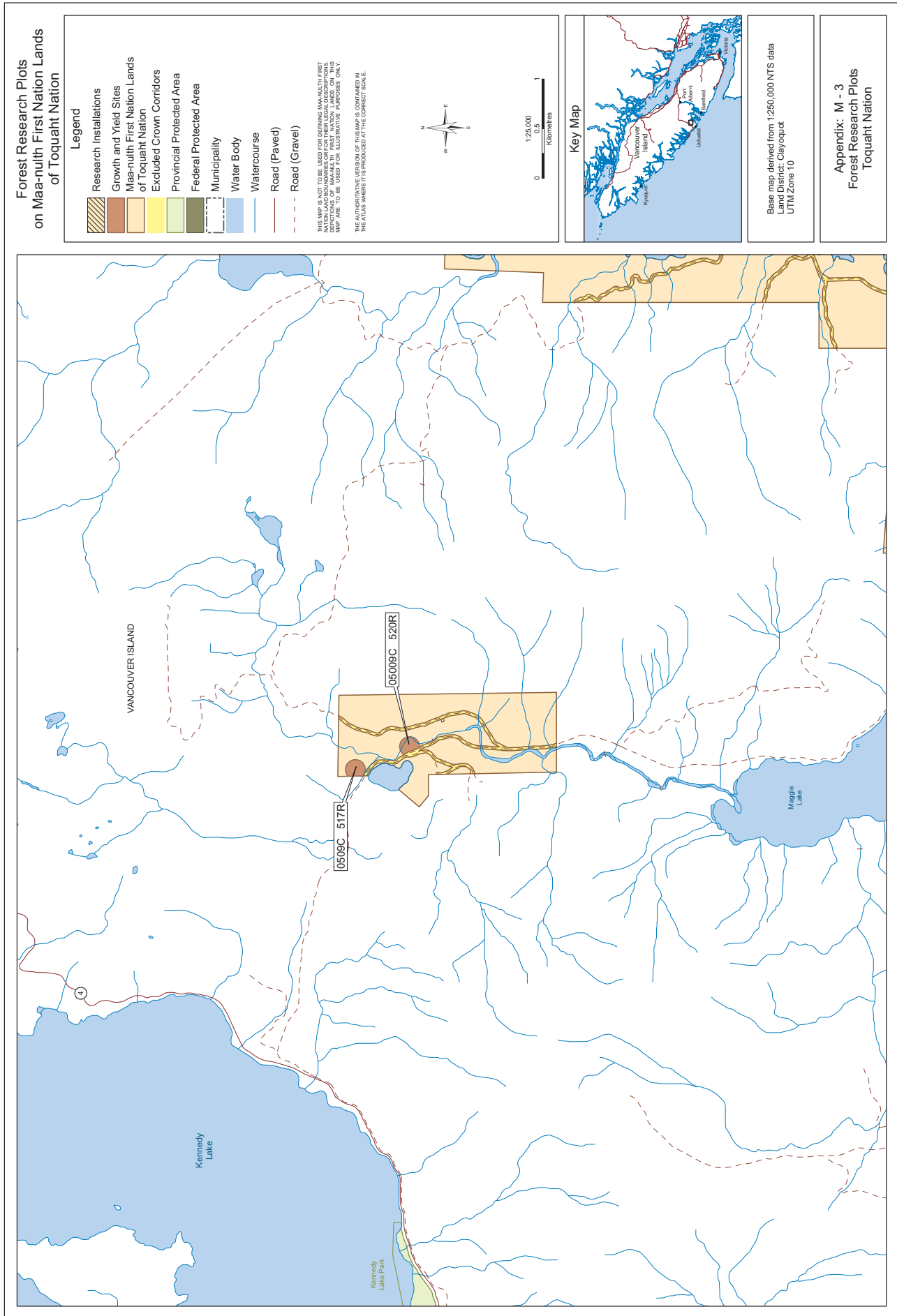
LEGAL DESCRIPTION SCHEDULE

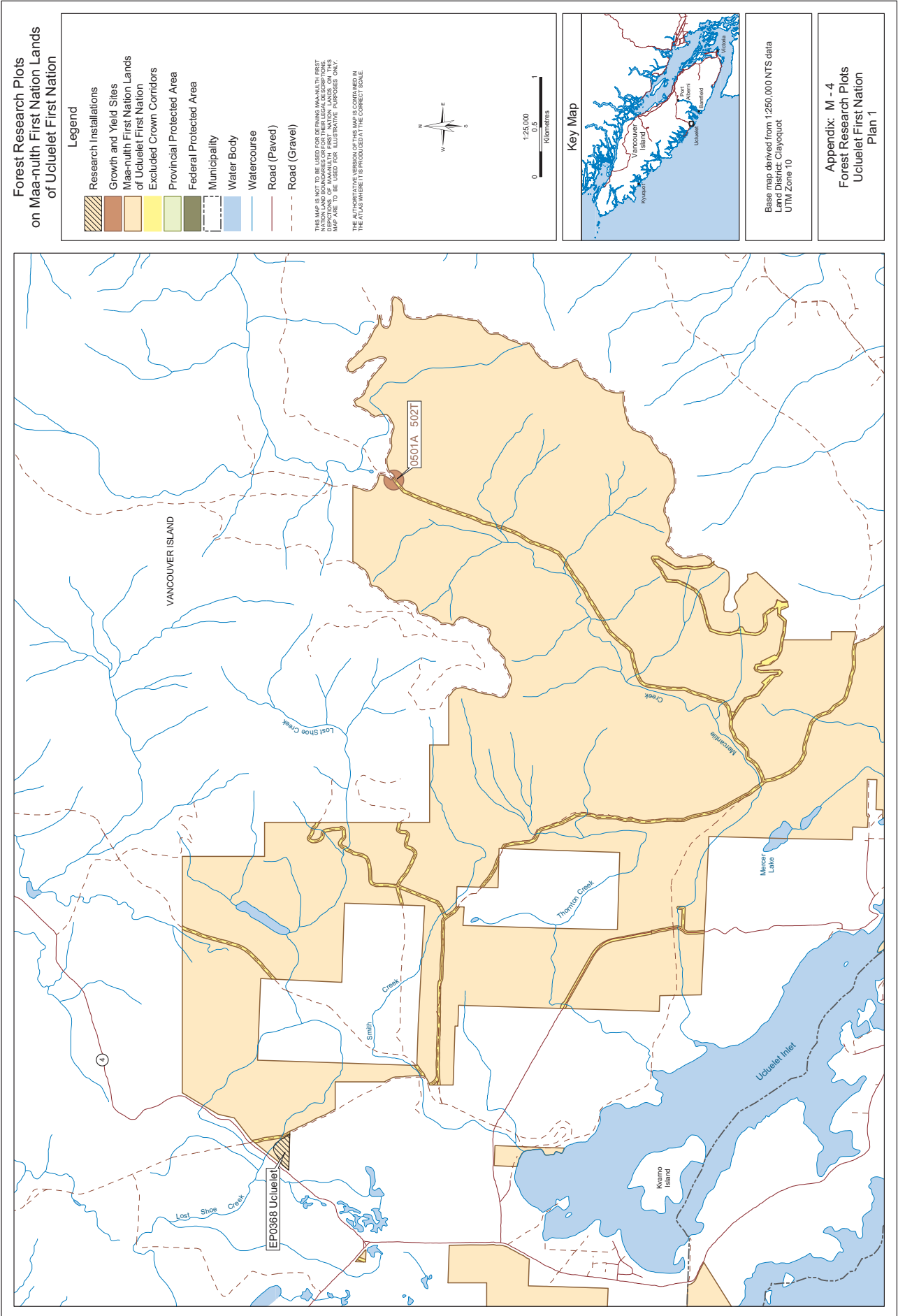
APPENDIX M
MAPS OF FOREST RESEARCH PLOTS:
• RESEARCH INSTALLATIONS
• GROWTH AND YIELD SITES

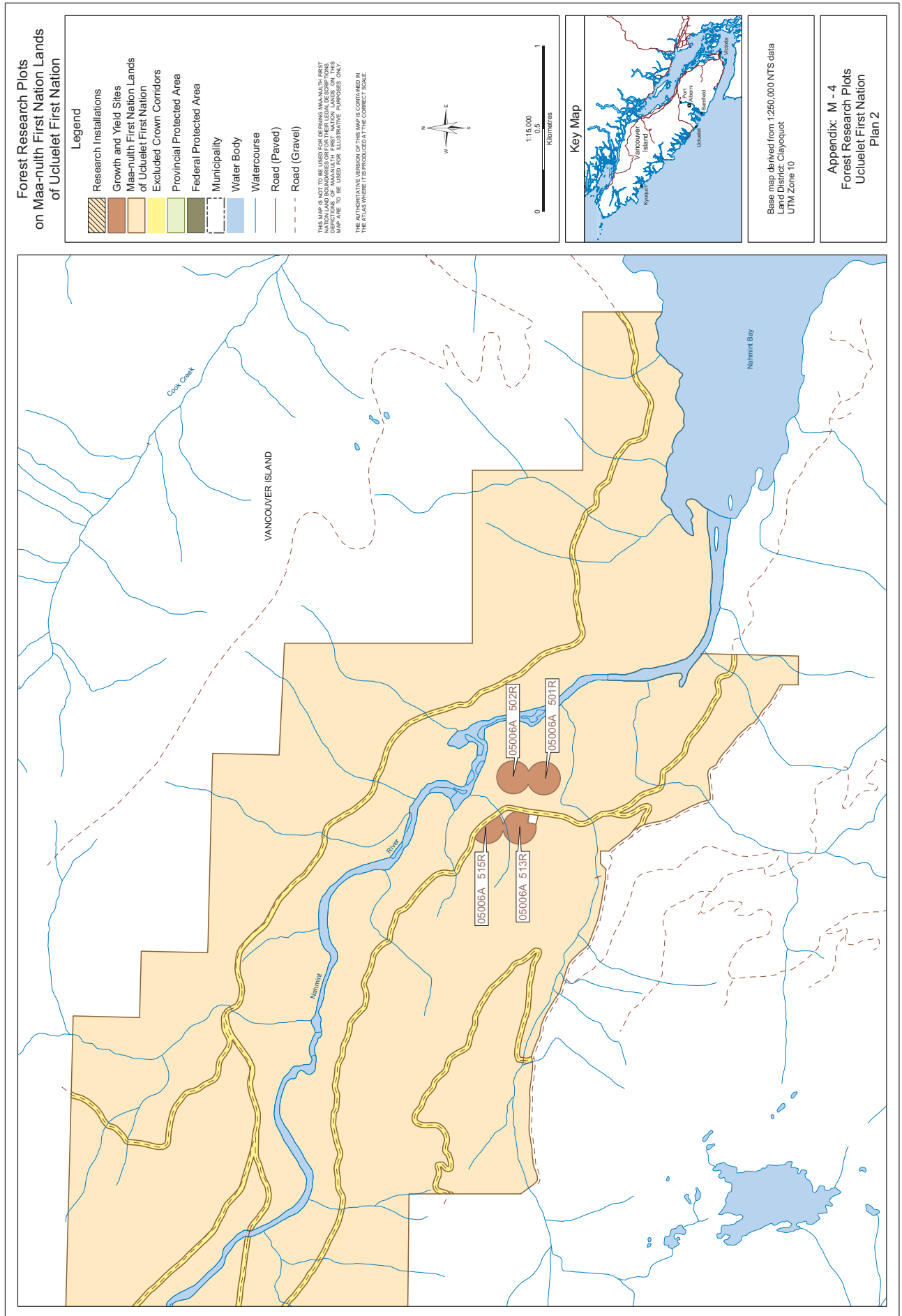
Appendix M-1	Map of Forest Research Plots - Maa-nulth First Nation Lands of Huu-ay-aht First Nations
Appendix M-2	Map of Forest Research Plots - Maa-nulth First Nation Lands of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
Appendix M-3	Map of Forest Research Plots - Maa-nulth First Nation Lands of Toquaht Nation
Appendix M-4	Maps of Forest Research Plots - Maa-nulth First Nation Lands of Ucluelet First Nation - Plans 1 and 2







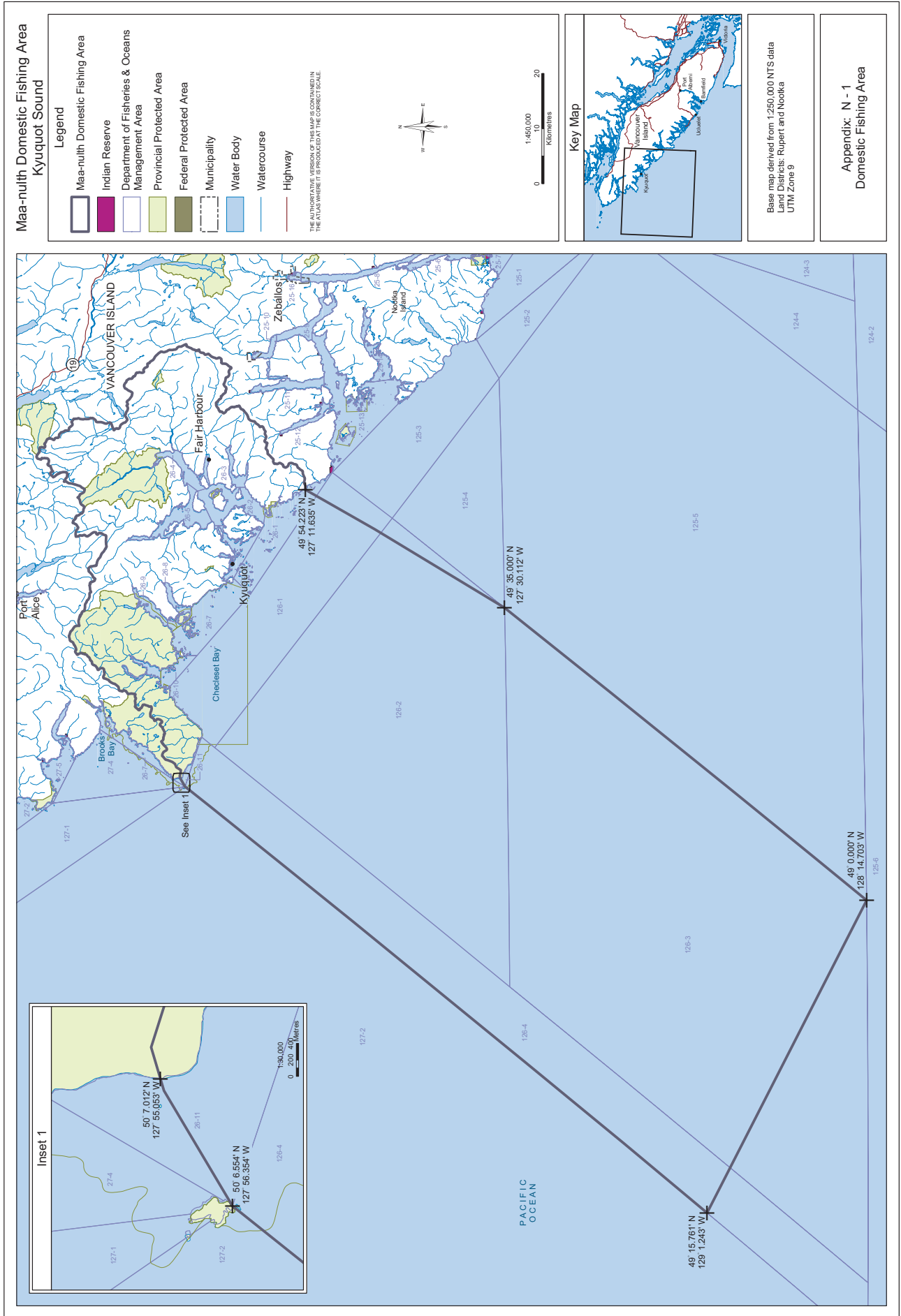


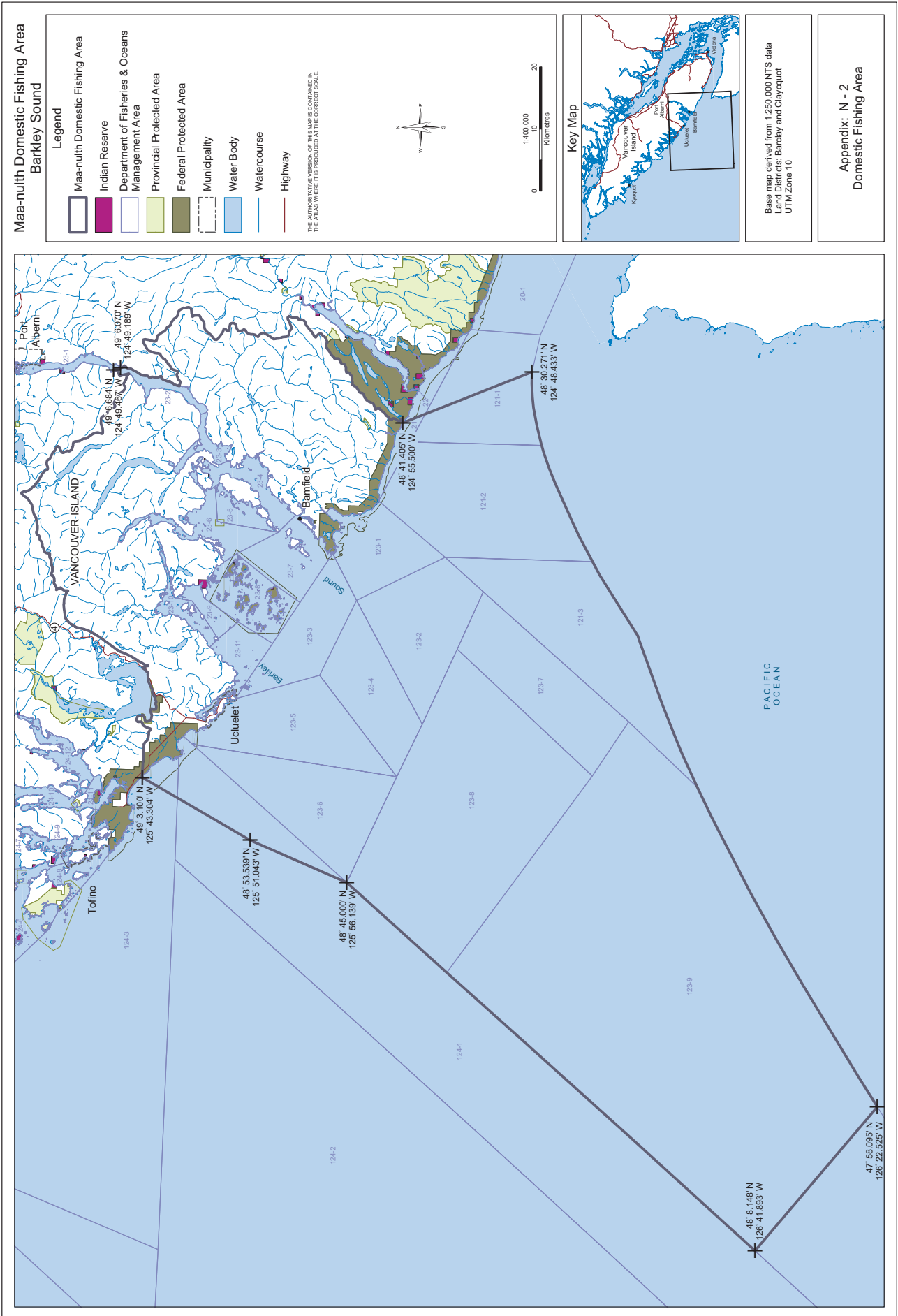


APPENDIX N DOMESTIC FISHING AREA

Appendix N-1 Map of Maa-nulth Domestic Fishing Area Kyuquot Sound

Appendix N-2 Map of Maa-nulth Domestic Fishing Area Barkley Sound

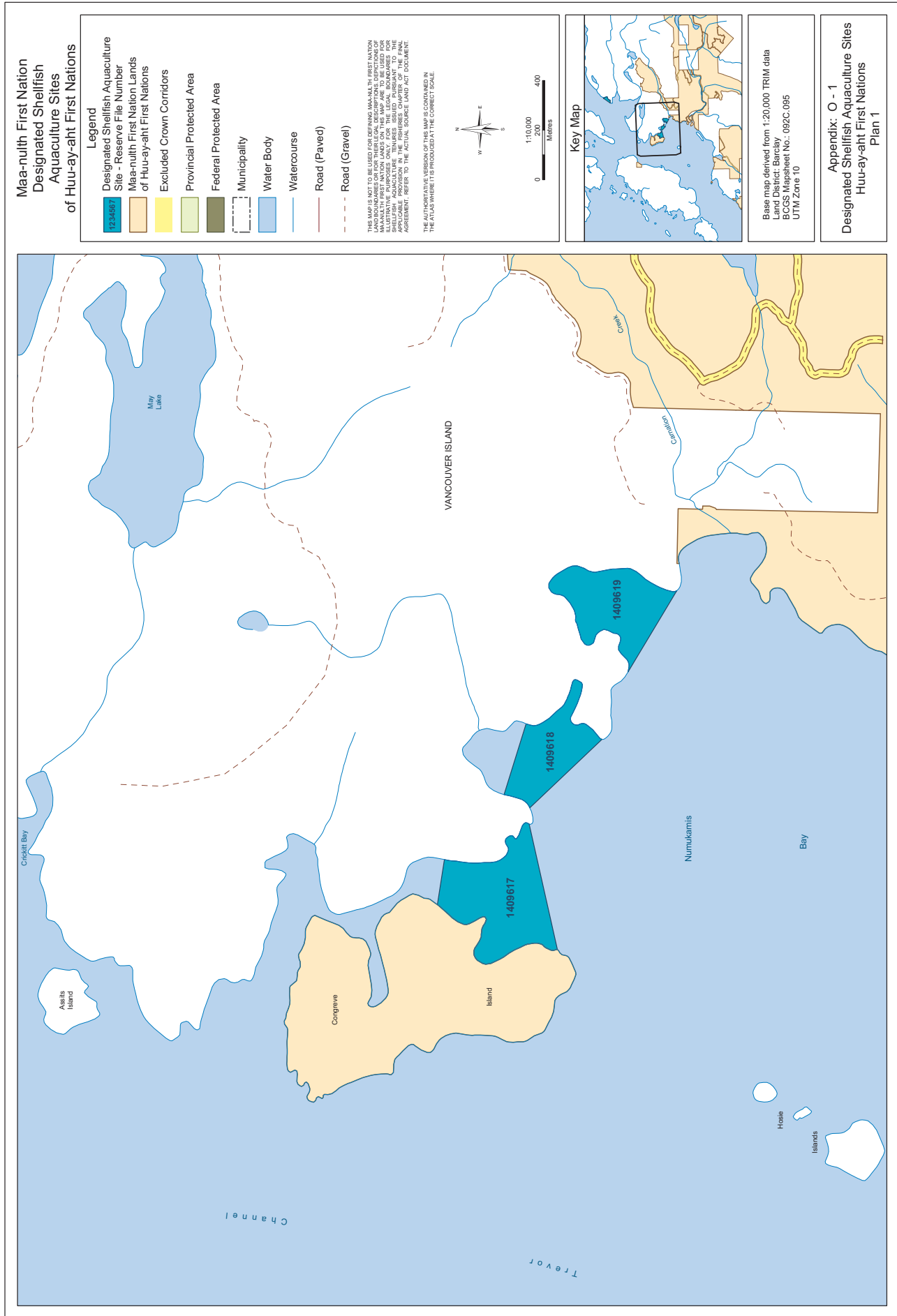


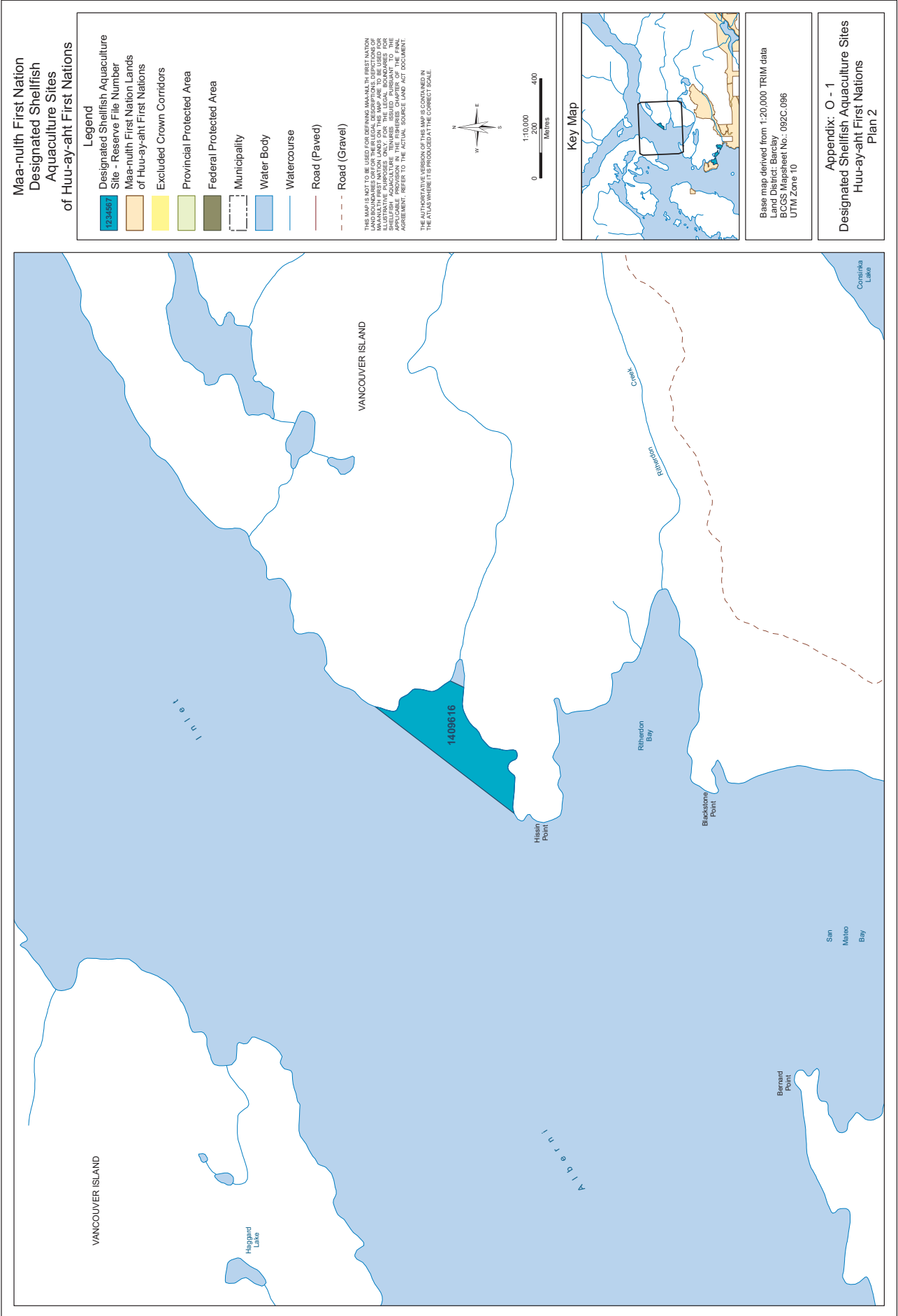


APPENDIX O

DESIGNATED SHELLFISH AQUACULTURE SITES

- Appendix O-1** Maps of Designated Shellfish Aquaculture Sites of Huu-ay-aht First Nations – Plans 1 and 2
- Appendix O-2** Maps of Designated Shellfish Aquaculture Sites of Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations – Plans 1 - 5
- Appendix O-3** Maps of Designated Shellfish Aquaculture Sites of Toquaht Nation – Plans 1 - 4
- Appendix O-4** Maps of Designated Shellfish Aquaculture Sites of Uchucklesaht Tribe – Plans 1 - 4
- Appendix O-5** Maps of Designated Shellfish Aquaculture Sites of Ucluelet First Nation – Plans 1 and 2





**Maa-nulth First Nation
Designated Shellfish Aquaculture Sites
of Ka'yuu:k'th/Che:k'tles7eth'**

Legend

- 1234567 Designated Shellfish Aquaculture Site - Reserve File Number
- 8901234 Maa-nulth First Nation Lands of Ka'yuu:k'th/Che:k'tles7eth'
- 5678901 First Nations
- 2345678 Excluded Crown Corridors
- 9012345 Provincial Protected Area
- 6789012 Federal Protected Area
- 3456789 Municipality
- 0123456 Water Body
- 7890123 Watercourse
- 4567890 Road (Paved)
- 1234567 Road (Gravel)

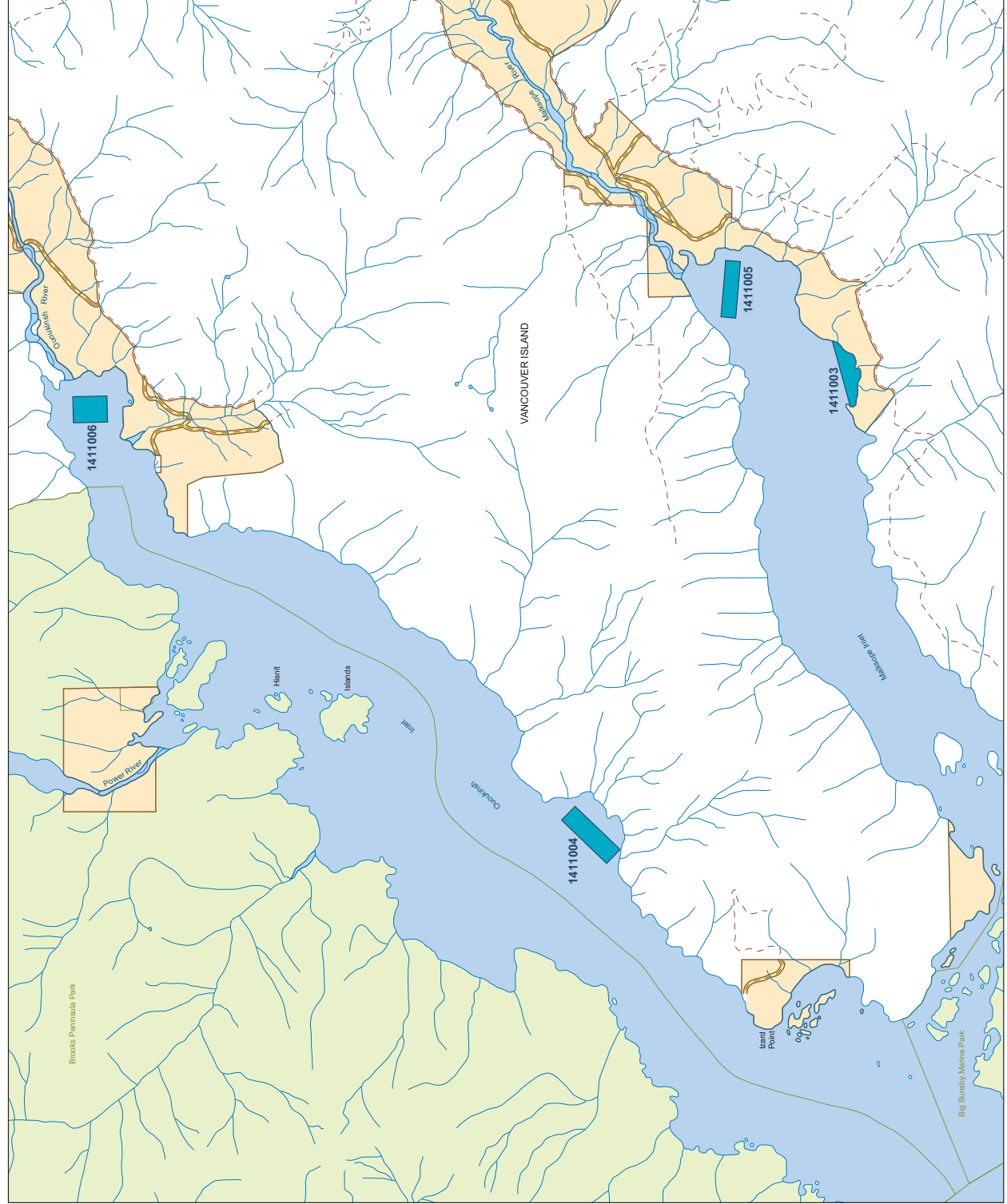
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0 125,000 500 1,000
Metres

Key Map

Base map derived from 1:20,000 TRIM data
 Vertical Datum: AD 85
 Horizontal Datum: BC CS (NAD 83)
 UTM Zone 8

Appendix: O - 2
 Designated Shellfish Aquaculture Sites
 Ka'yuu:k'th/Che:k'tles7eth' First Nations
 Plan 1



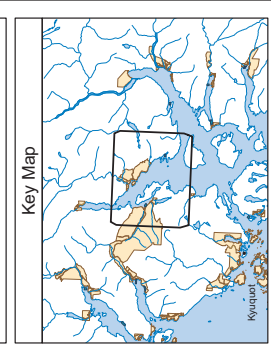
**Maa-nulth First Nation
Designated Shellfish Aquaculture Sites
of Ka:yu:k'th'/Che:k'tles7eth'
First Nations**

Legend

- 1224687 Designated Shellfish Aquaculture Site - Reserve File Number
- Maa-nulth First Nation Lands of Ka:yu:k'th'/Che:k'tles7eth' First Nations
- Excluded Crown Corridors
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Water Body
- Watercourse
- Road (Paved)
- Road (Gravel)

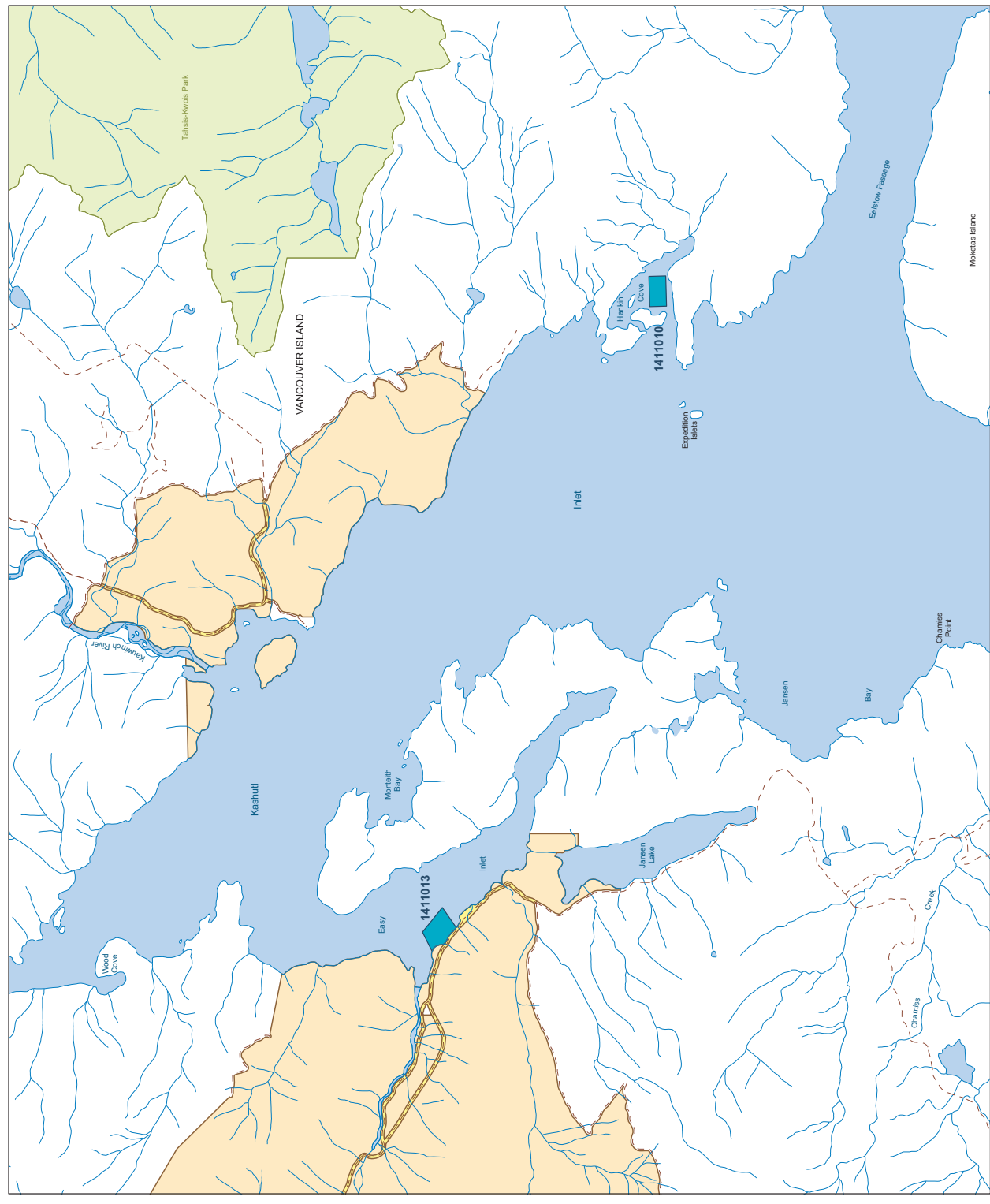
THIS MAP IS NOT TO BE USED FOR DEFINING MAA-NULTH FIRST NATION LANDS. THE MAA-NULTH FIRST NATION LANDS ON THIS MAP ARE TO BE USED FOR IDENTIFICATION PURPOSES ONLY. THIS MAP IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN IDENTIFICATION. THE MAA-NULTH FIRST NATION LANDS ON THIS MAP ARE TO BE USED FOR IDENTIFICATION PURPOSES ONLY. THIS MAP IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN IDENTIFICATION. THE MAA-NULTH FIRST NATION LANDS ON THIS MAP ARE TO BE USED FOR IDENTIFICATION PURPOSES ONLY. THIS MAP IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN IDENTIFICATION.

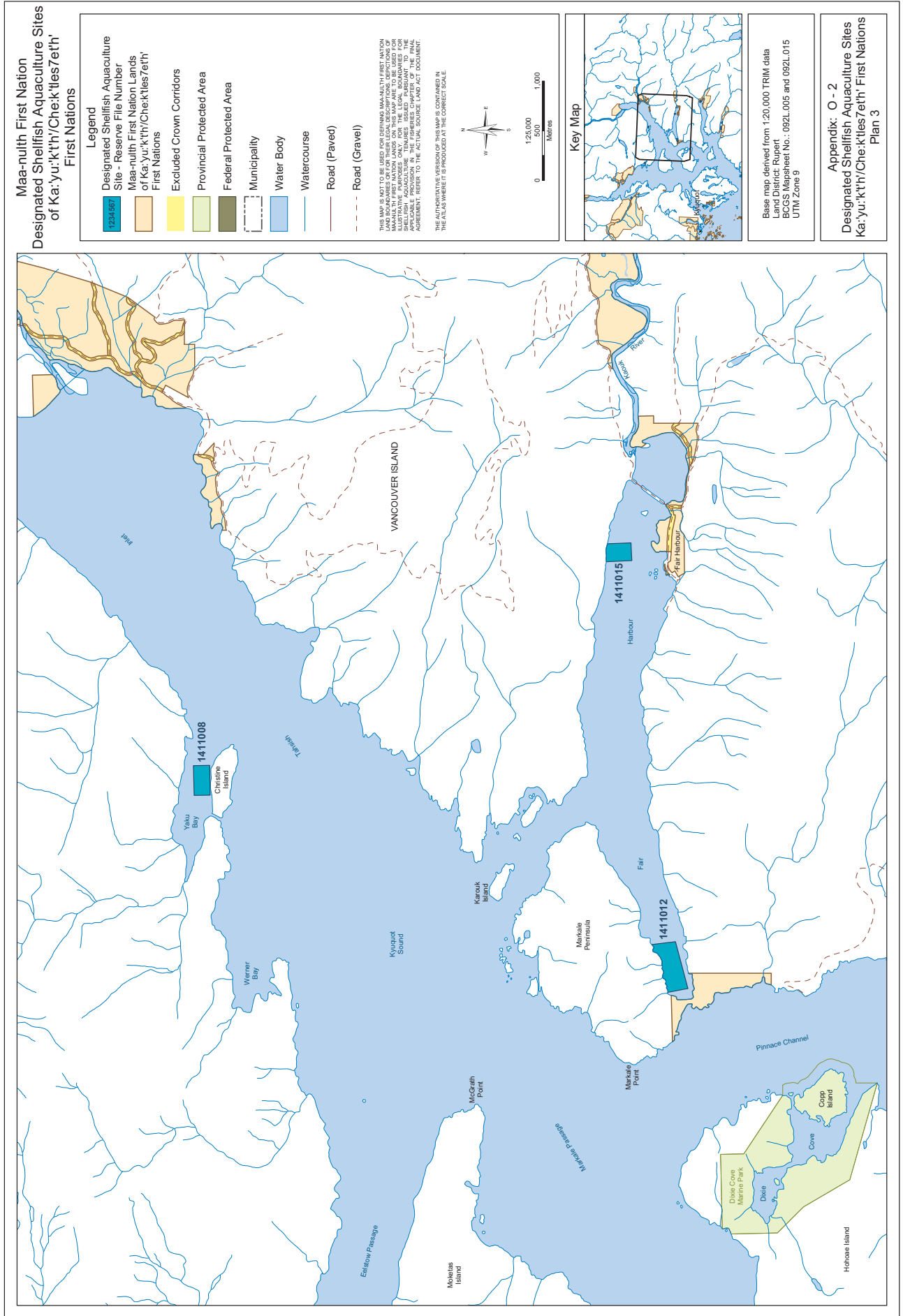
THE AUTHORITATIVE VERSION OF THIS MAP IS CONTAINED IN THE ATLAS WHERE IT IS PRODUCED AT THE CORRECT SCALE.



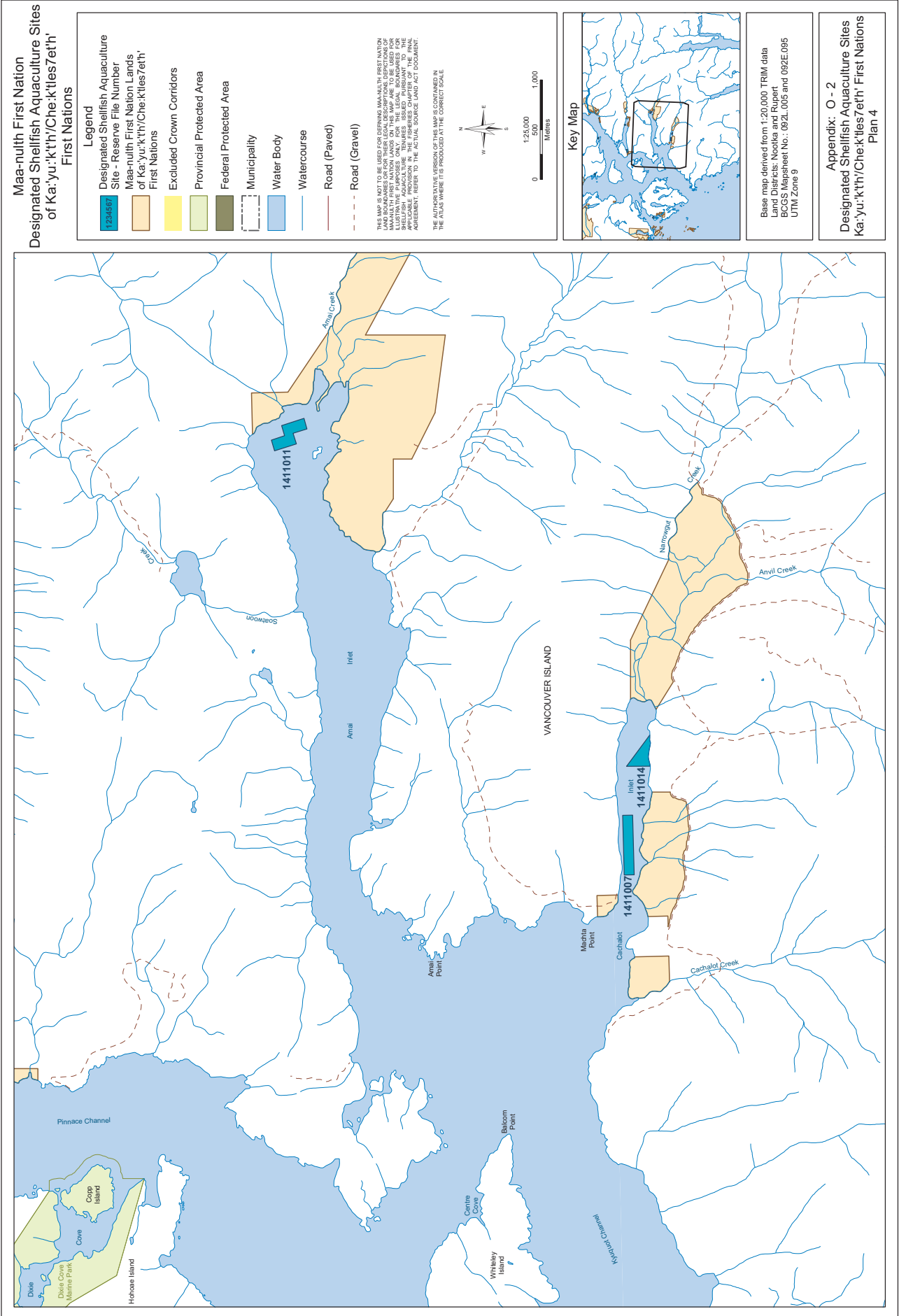
Base map derived from 1:20,000 TRIM data
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BCGCS Mapsheet No.: 092L 014
UTM Zone 9

Appendix: O - 2
Designated Shellfish Aquaculture Sites
Ka:yu:k'th'/Che:k'tles7eth' First Nations
Plan 2





Appendix: O - 2
Designated Shellfish Aquaculture Sites
Ka:yu:k'th'/Che:k'tles7eth' First Nations
Plan 3



**Maa-nulth First Nation
Designated Shellfish Aquaculture Sites
of Ka:yu:k'th/Che:k'ties7eth'
First Nations**

Legend

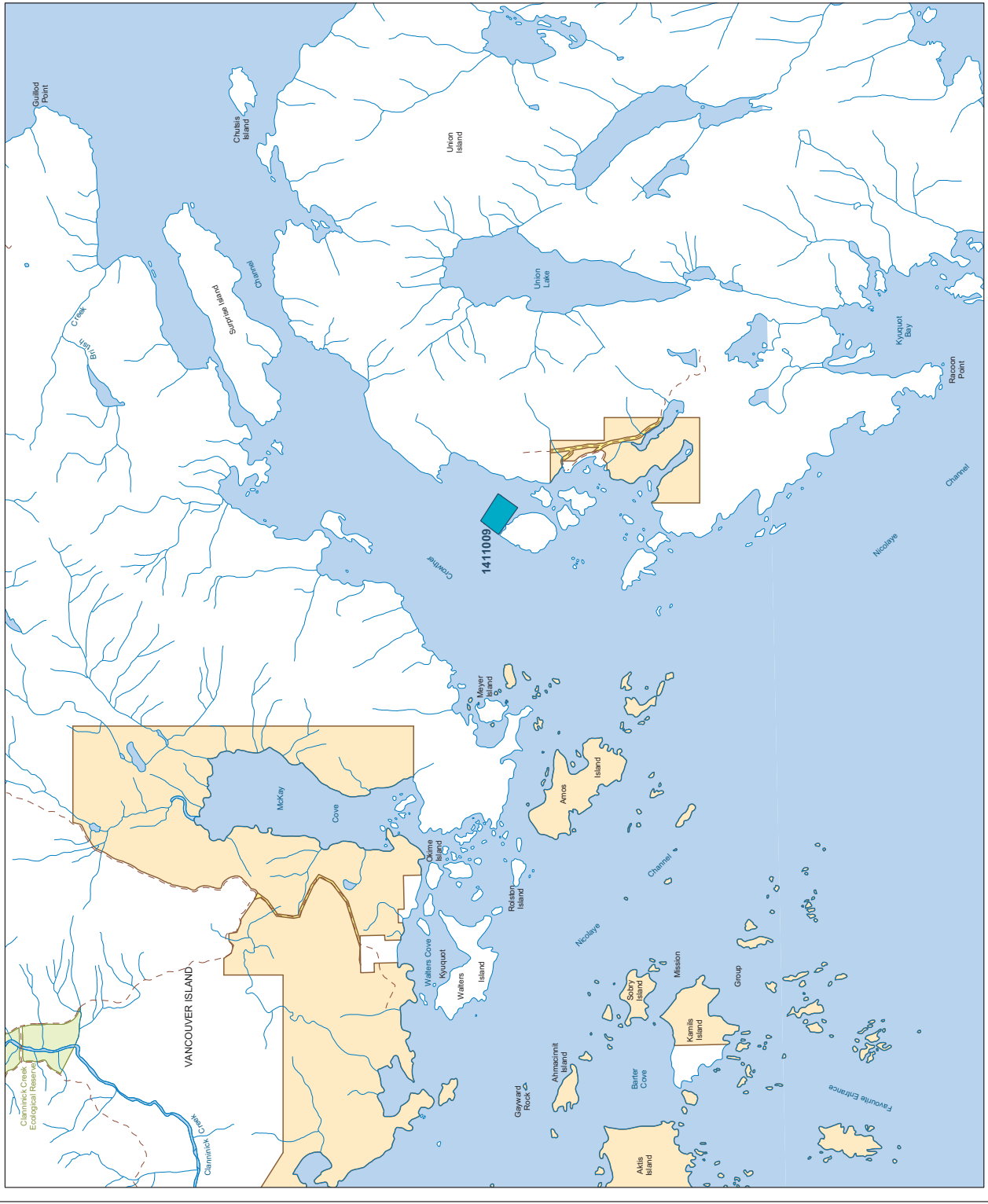
- 1224 997 Designated Shellfish Aquaculture Site - Reserve File Number
- Maa-nulth First Nation Lands of Ka:yu:k'th/Che:k'ties7eth' First Nations
- Excluded Crown Corridors
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Water Body
- Watercourse
- Road (Paved)
- Road (Gravel)

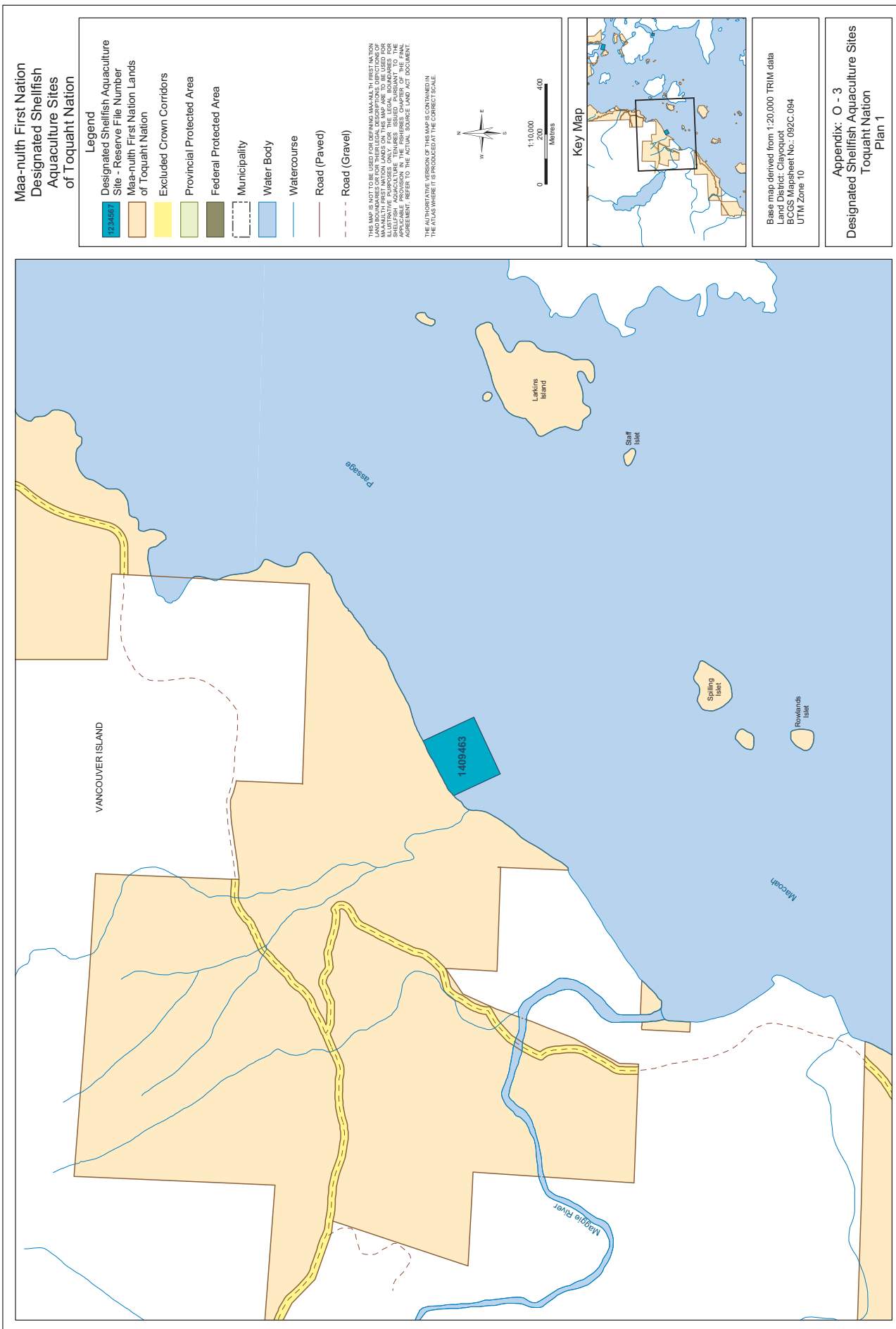
THIS MAP IS NOT TO BE USED FOR DETERMINING MAA-NULTH FIRST NATION LANDS. MAA-NULTH FIRST NATION LANDS ON THIS MAP ARE TO BE USED FOR SUBSIDIARY PURPOSES ONLY. THESE ARE NOT TO BE USED FOR APPLICABLE PROVISIONS IN THE FISHERIES CHAPTER OF THE FINAL AGREEMENT REFER TO THE ORIGINAL SOURCE AND NOT DOCUMENT. THE AUTHORITATIVE VERSION OF THIS MAP IS CONTAINED IN THE ATLAS WHERE IT IS PRODUCED AT THE CORRECT SCALE.

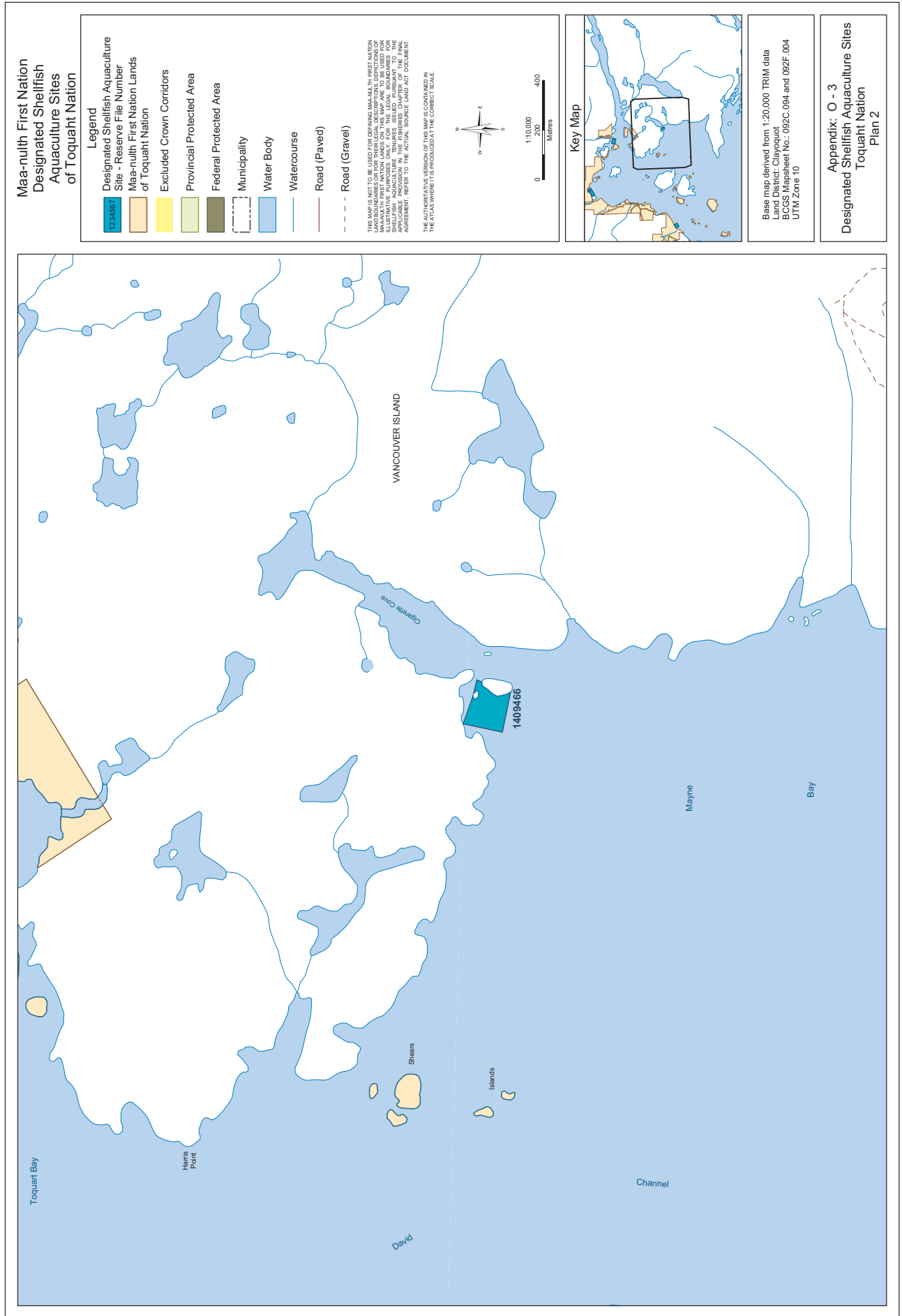
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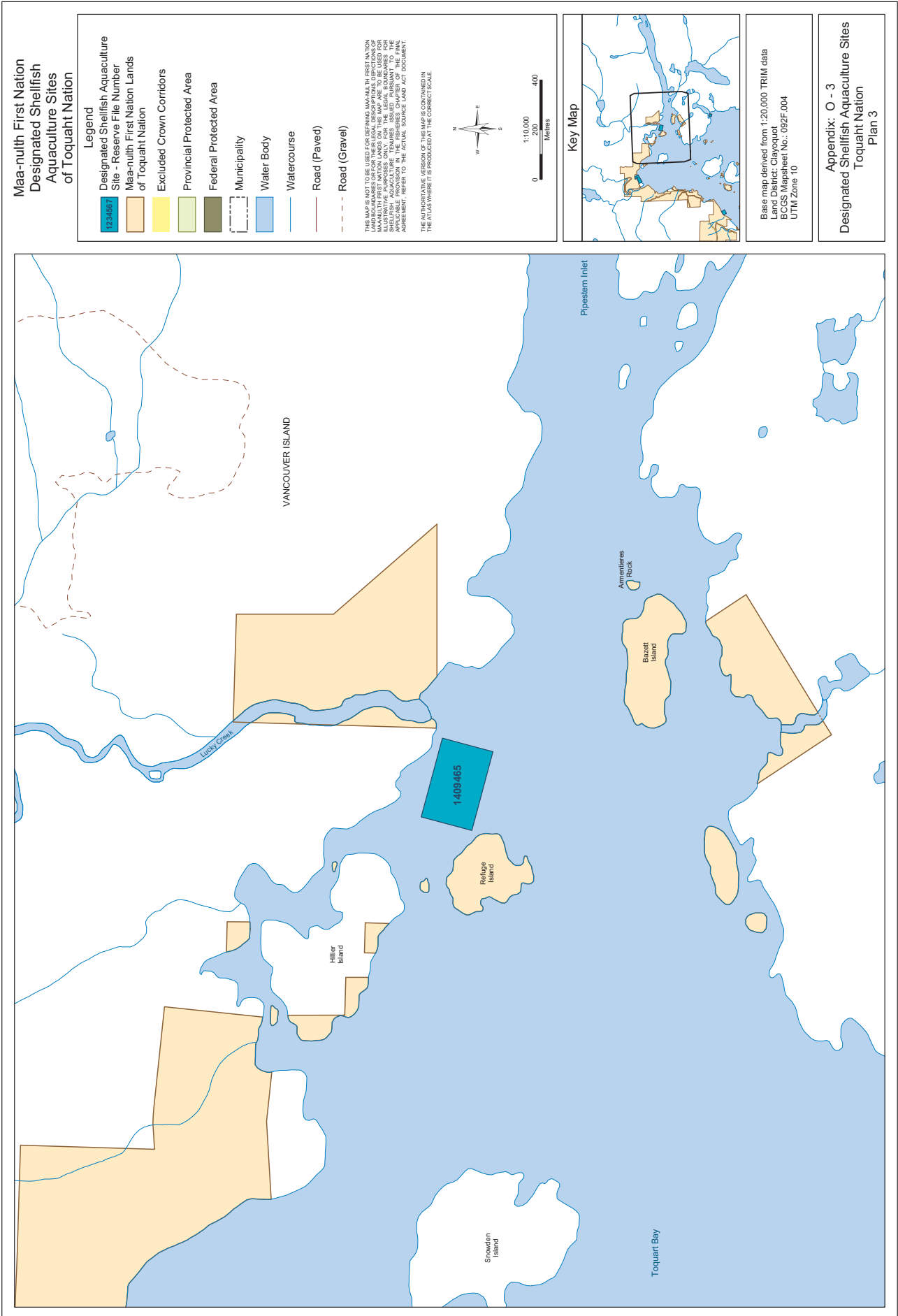
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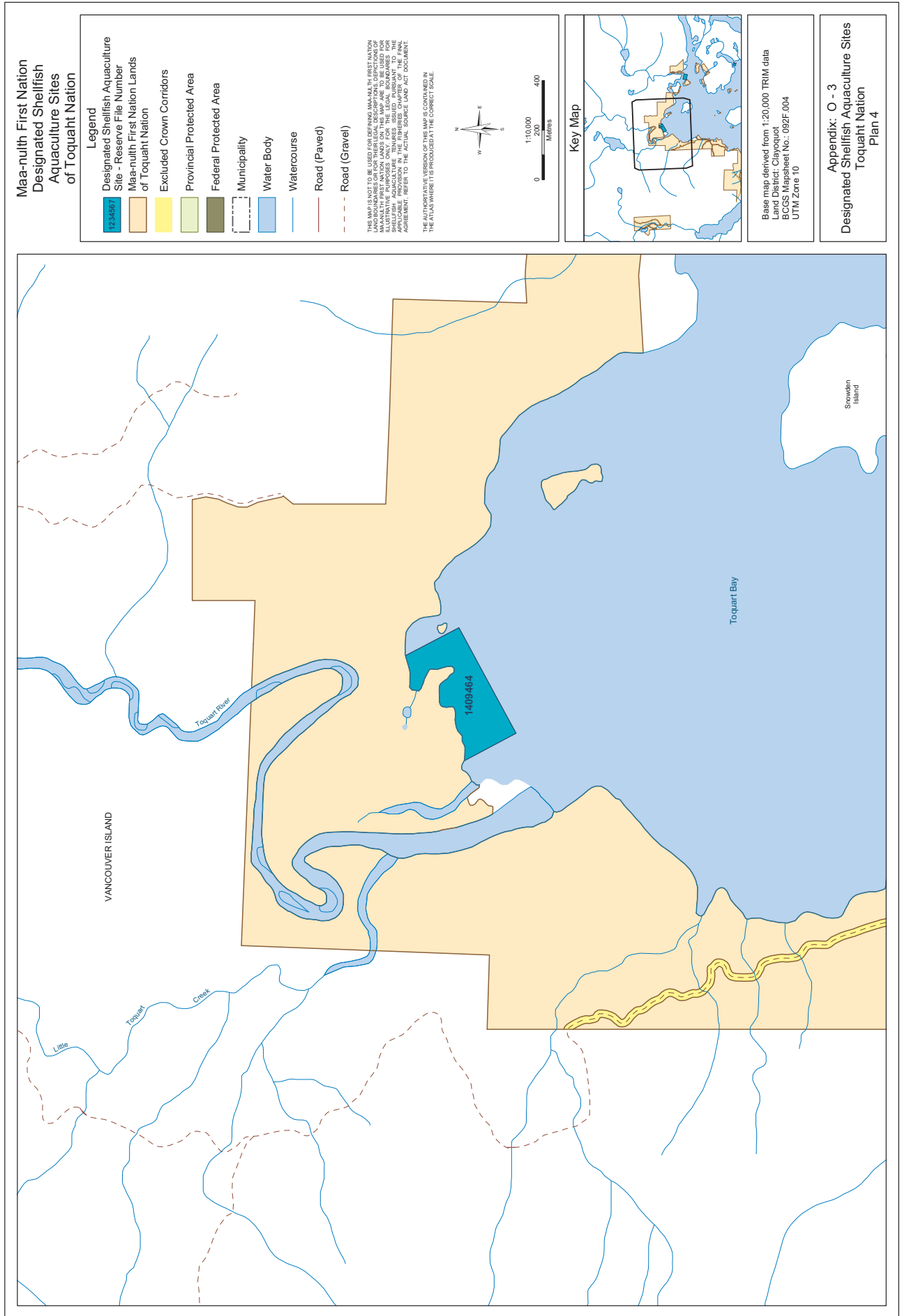
Appendix: O - 2
 Designated Shellfish Aquaculture Sites
 Ka:yu:k'th/Che:k'ties7eth' First Nations
 Plan 5











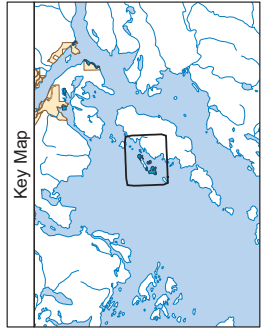
Maa-nulth First Nation
Designated Shellfish
Aquaculture Sites
of Uchucklesaht Tribe

Legend

- 1224687 Designated Shellfish Aquaculture Site - Reserve File Number
- Maa-nulth First Nation Lands of Uchucklesaht Tribe
- Excluded Crown Corridors
- Provincial Protected Area
- Federal Protected Area
- Municipality
- Water Body
- Watercourse
- Road (Paved)
- Road (Gravel)

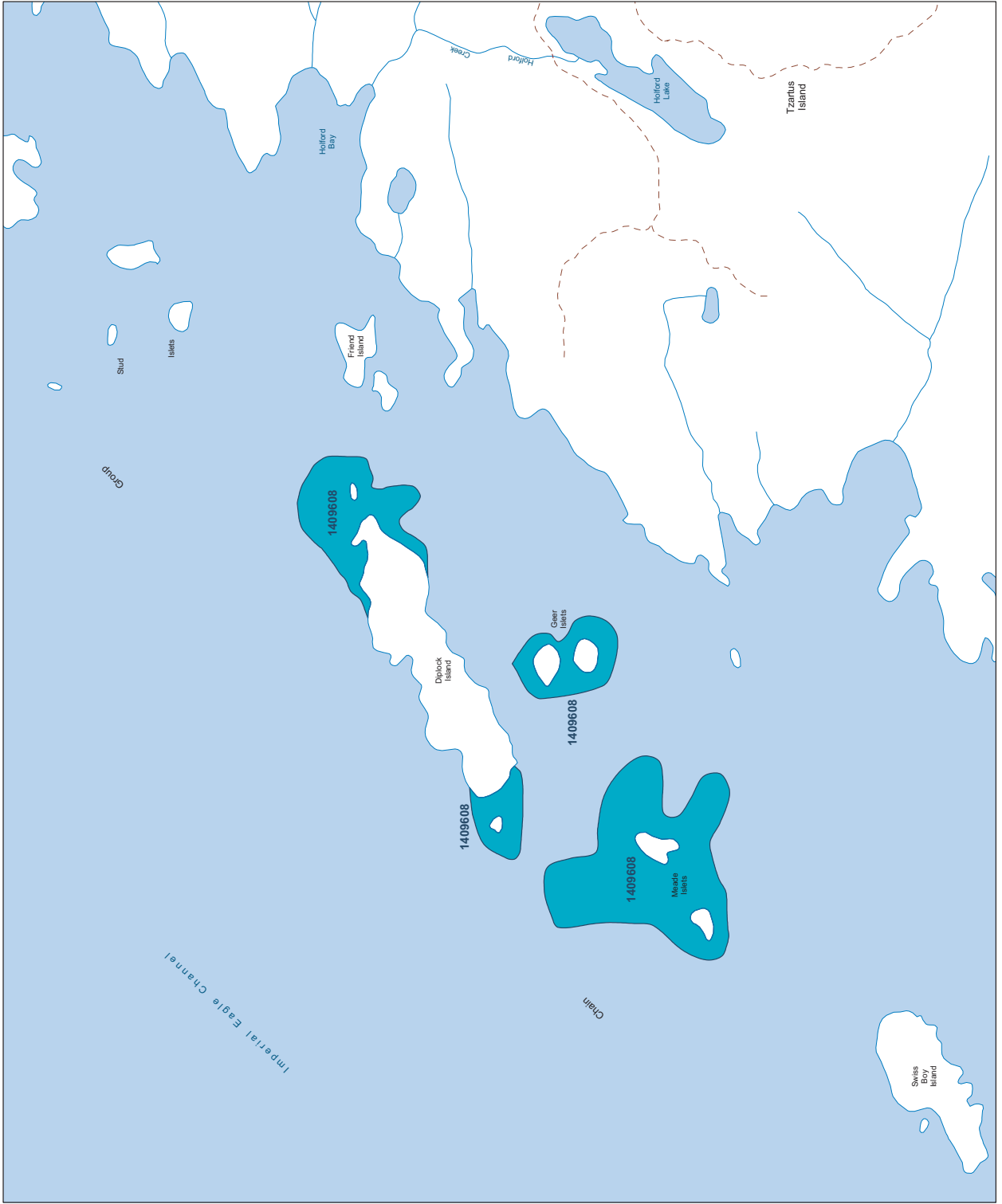
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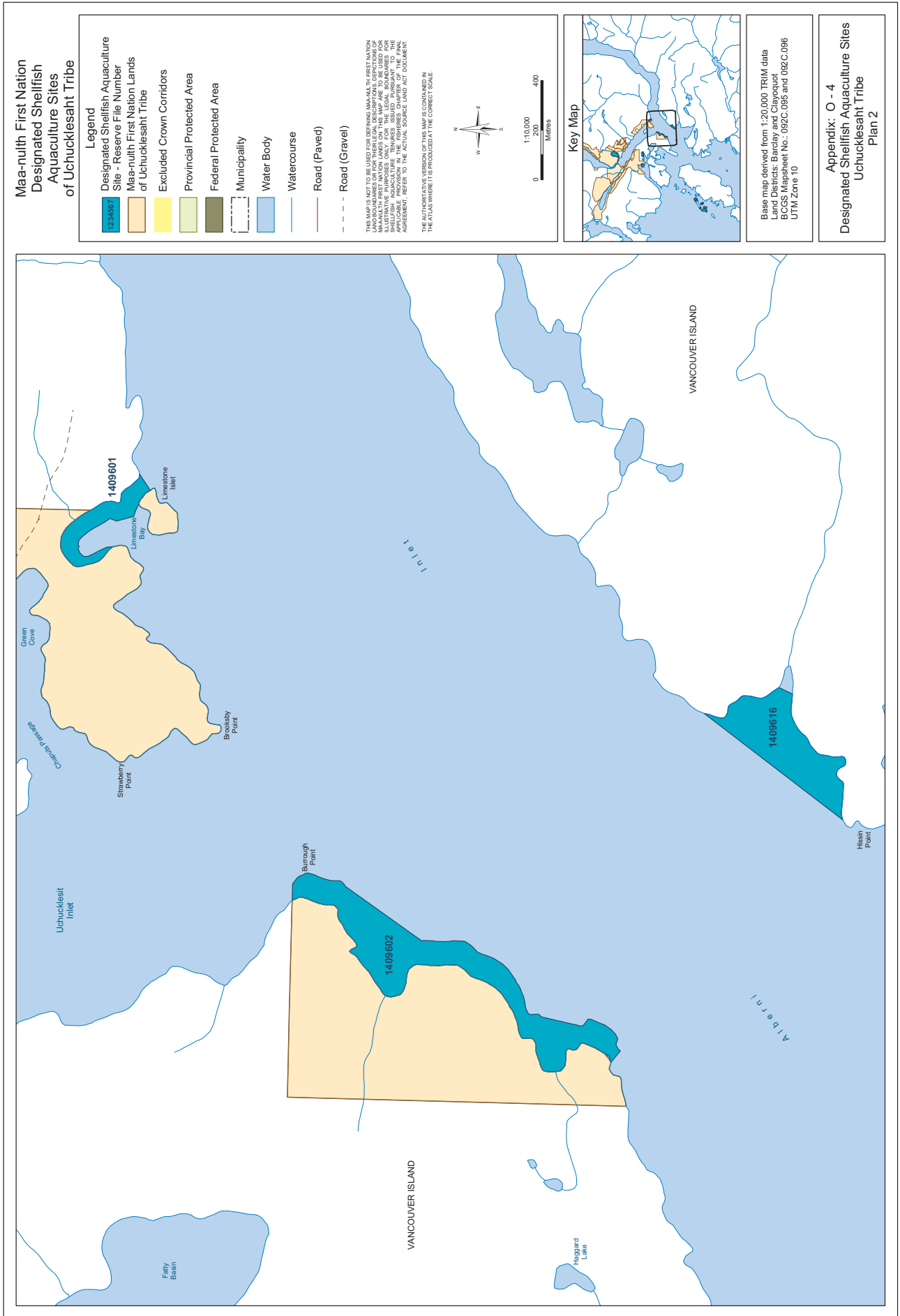
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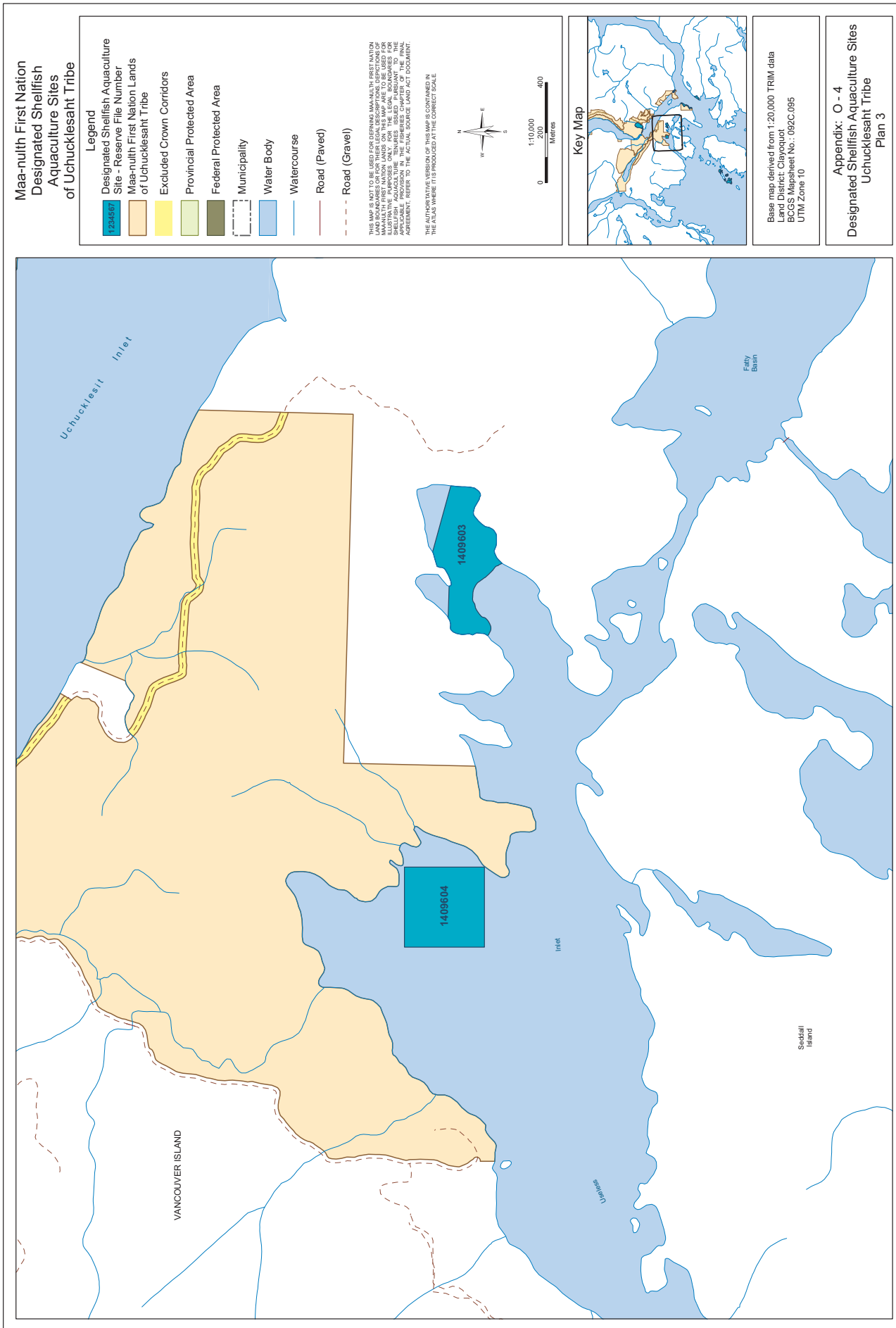


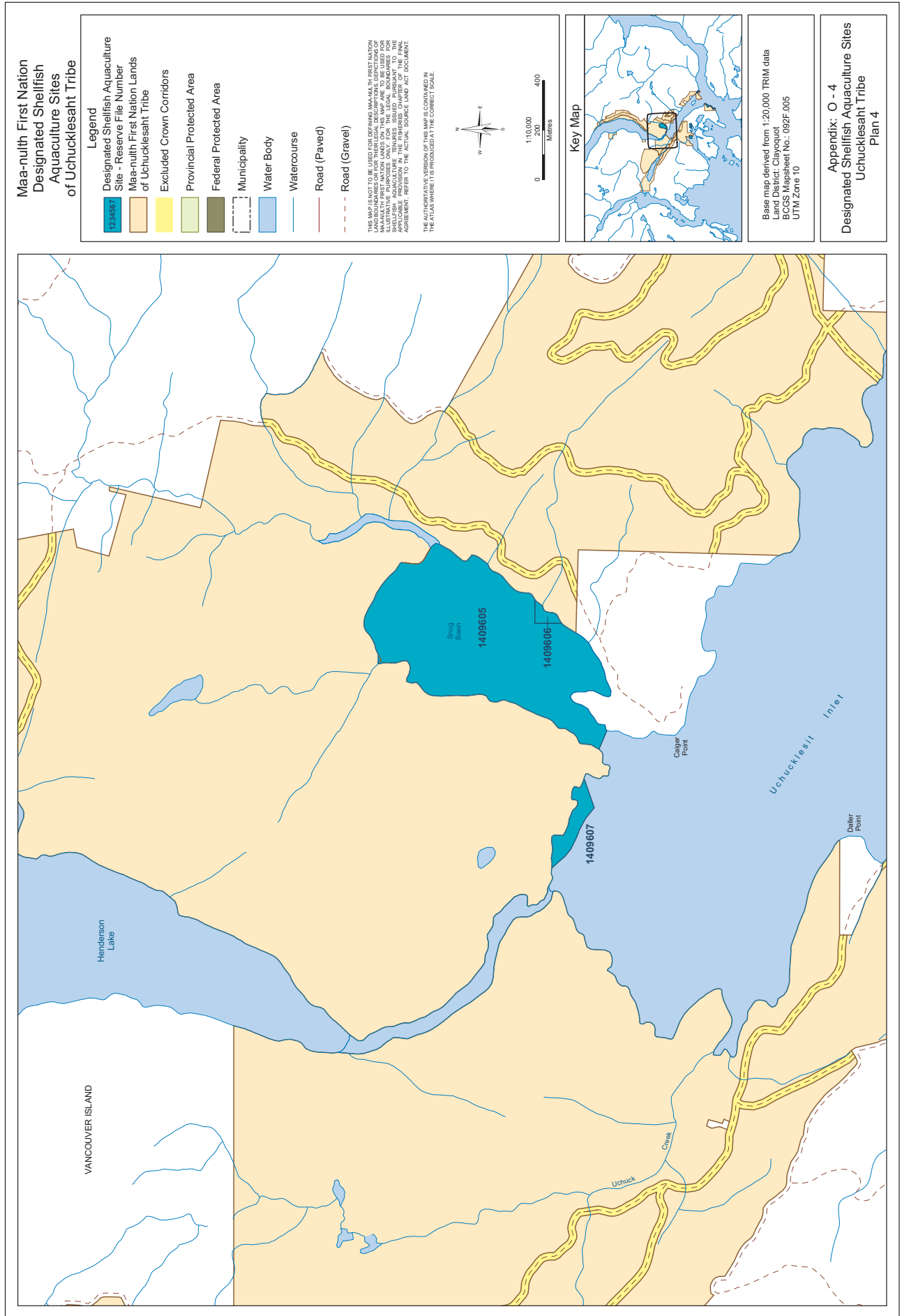
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 BCGS Mapsheet No.: 092C.095
 UTM Zone 10

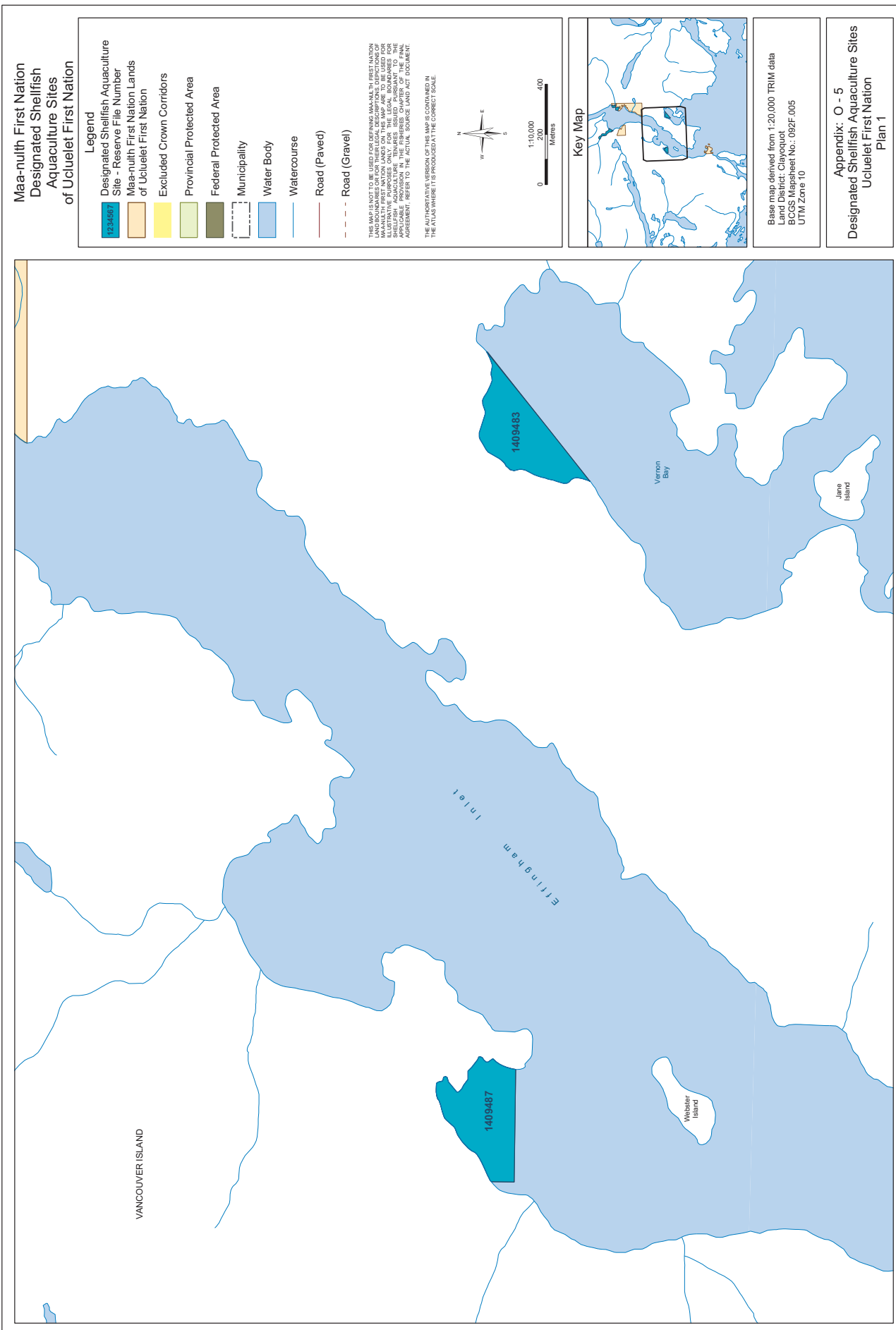
Appendix: O - 4
 Designated Shellfish Aquaculture Sites
 Uchucklesaht Tribe
 Plan 1

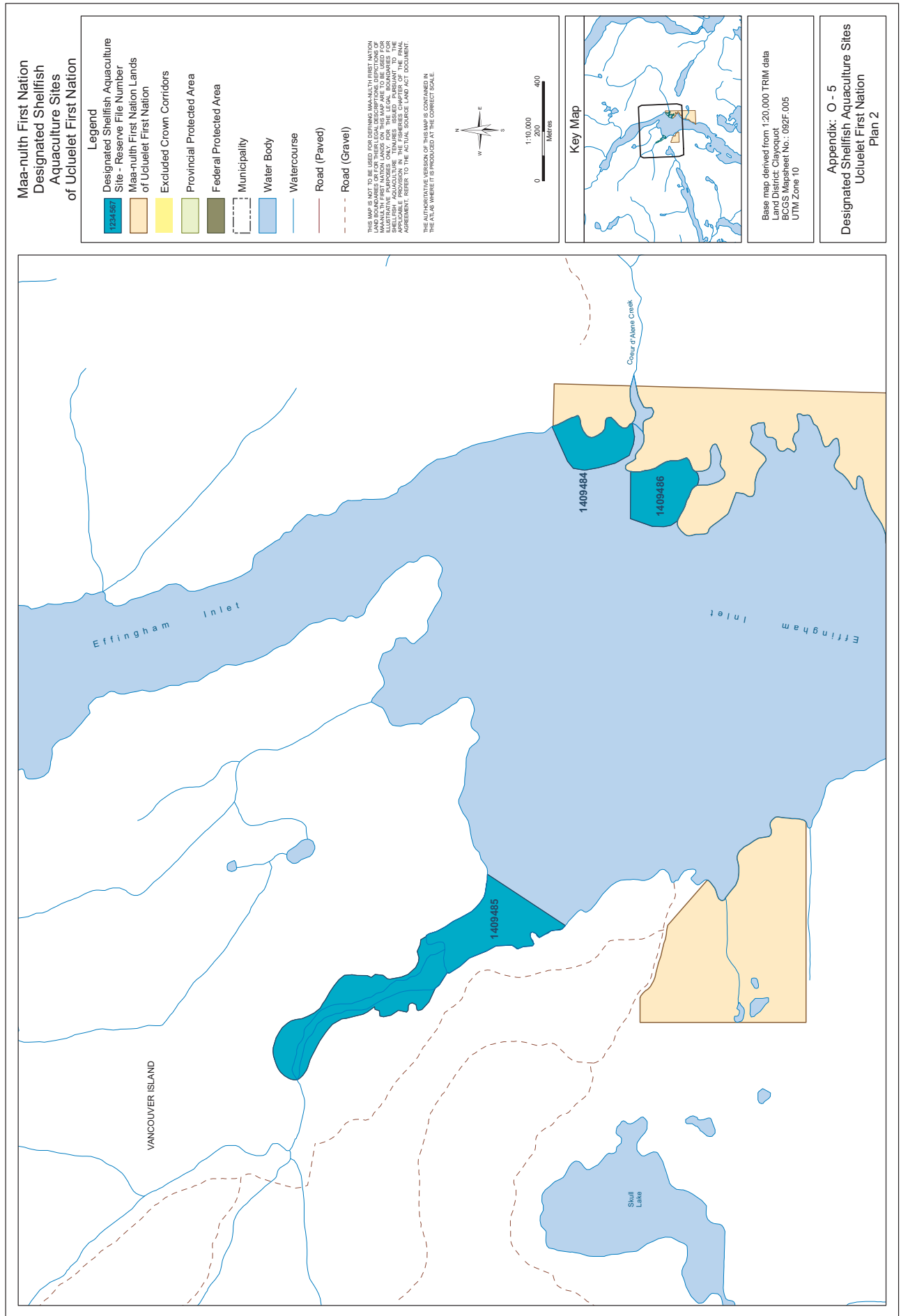








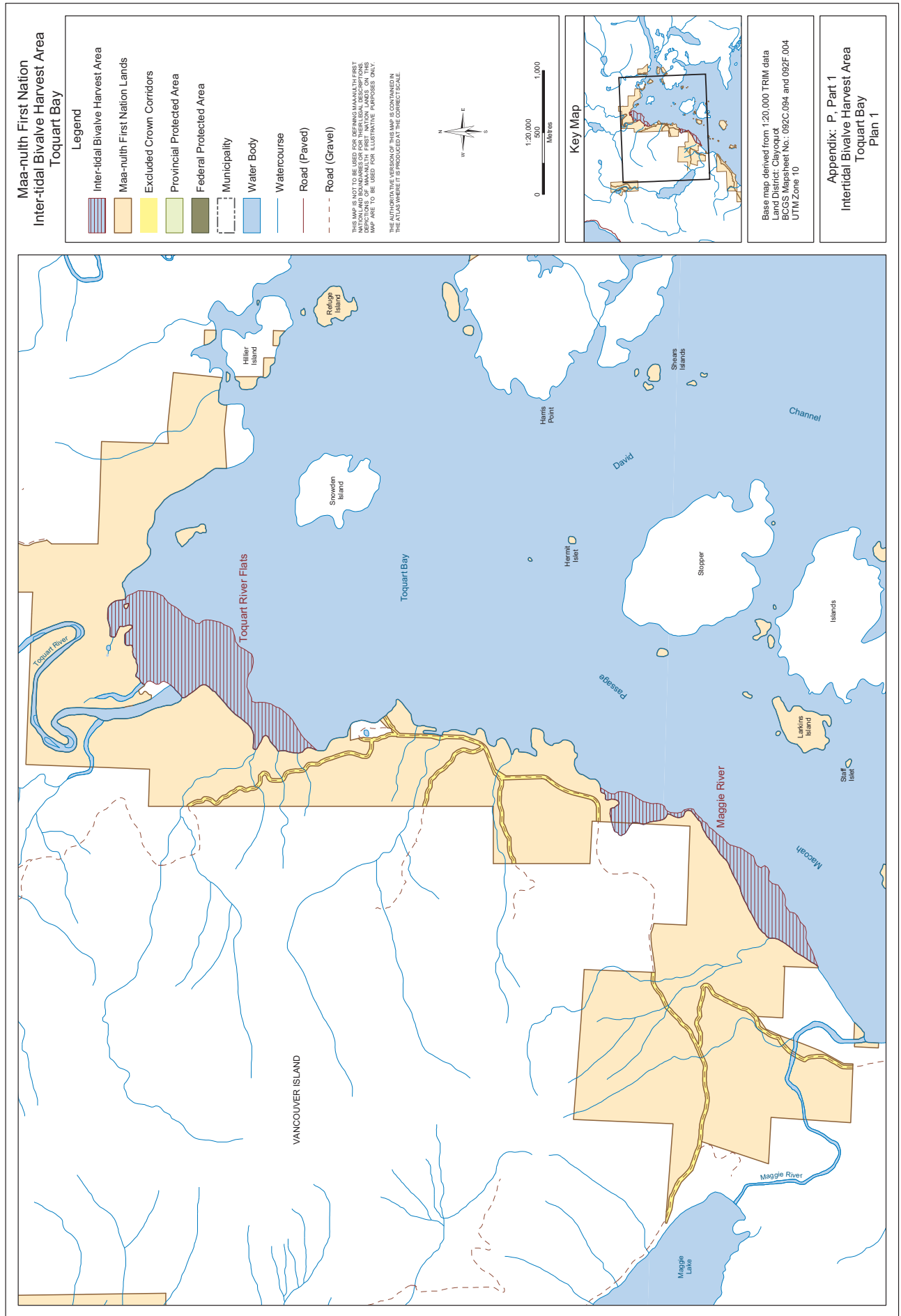


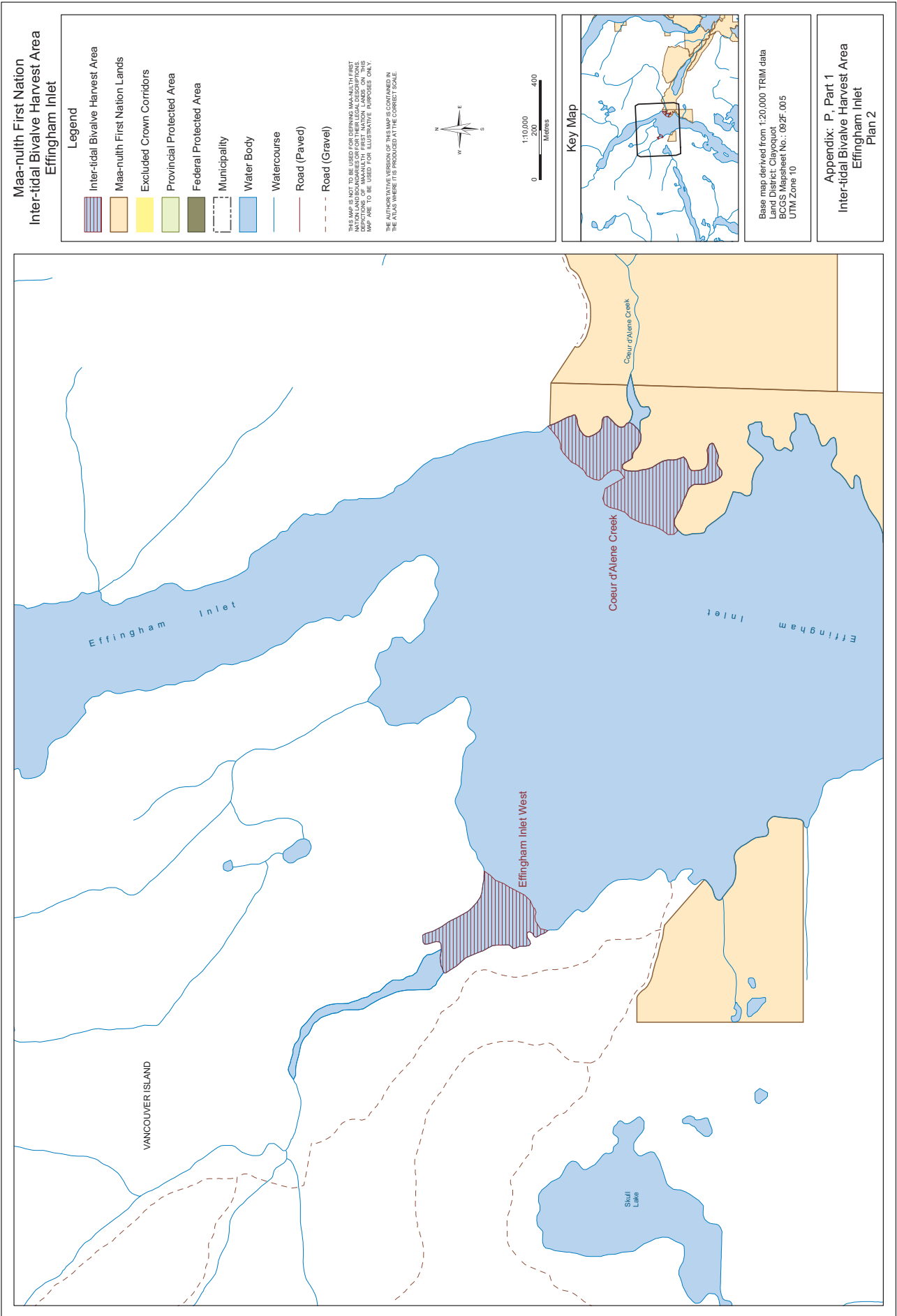


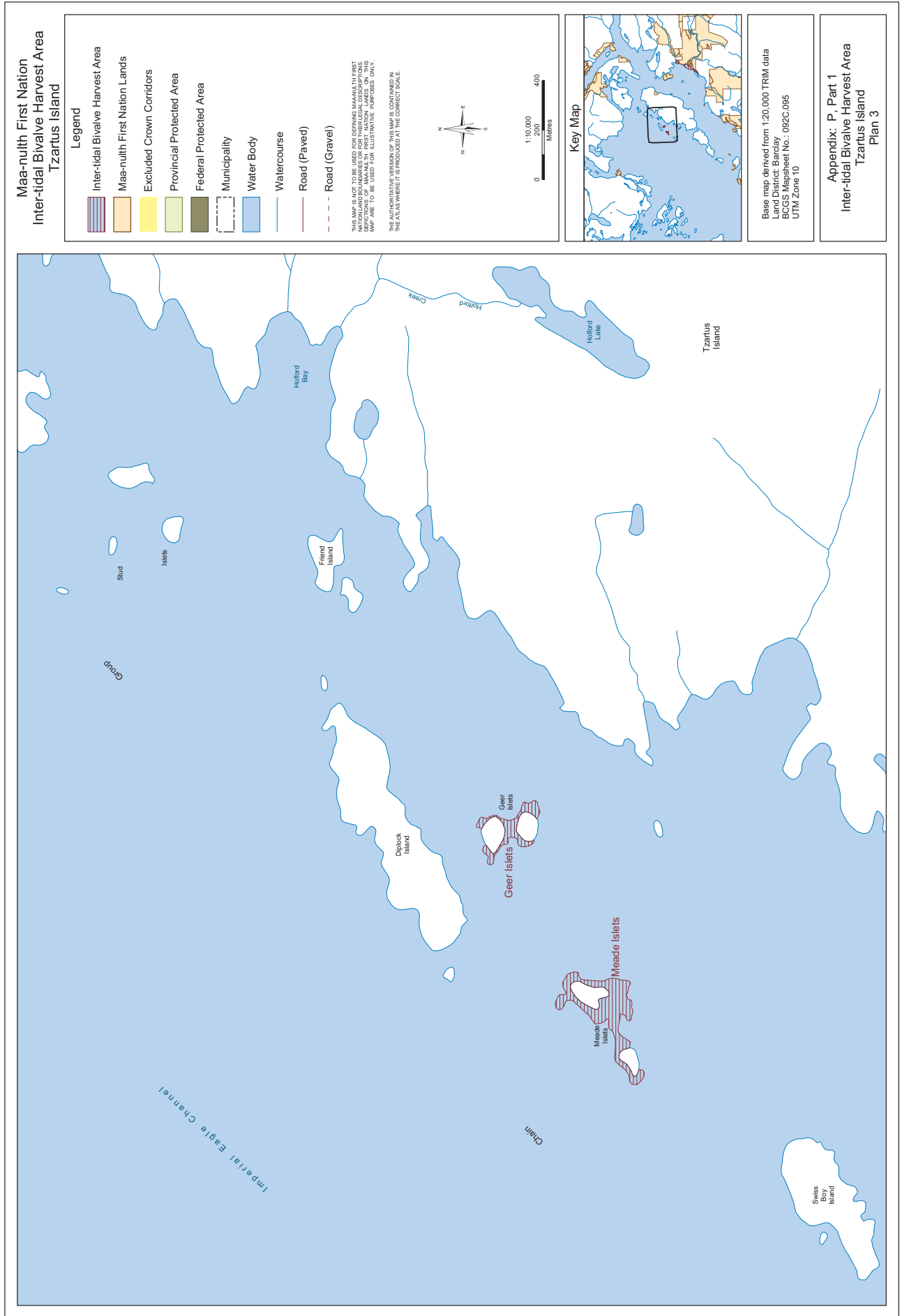
APPENDIX P

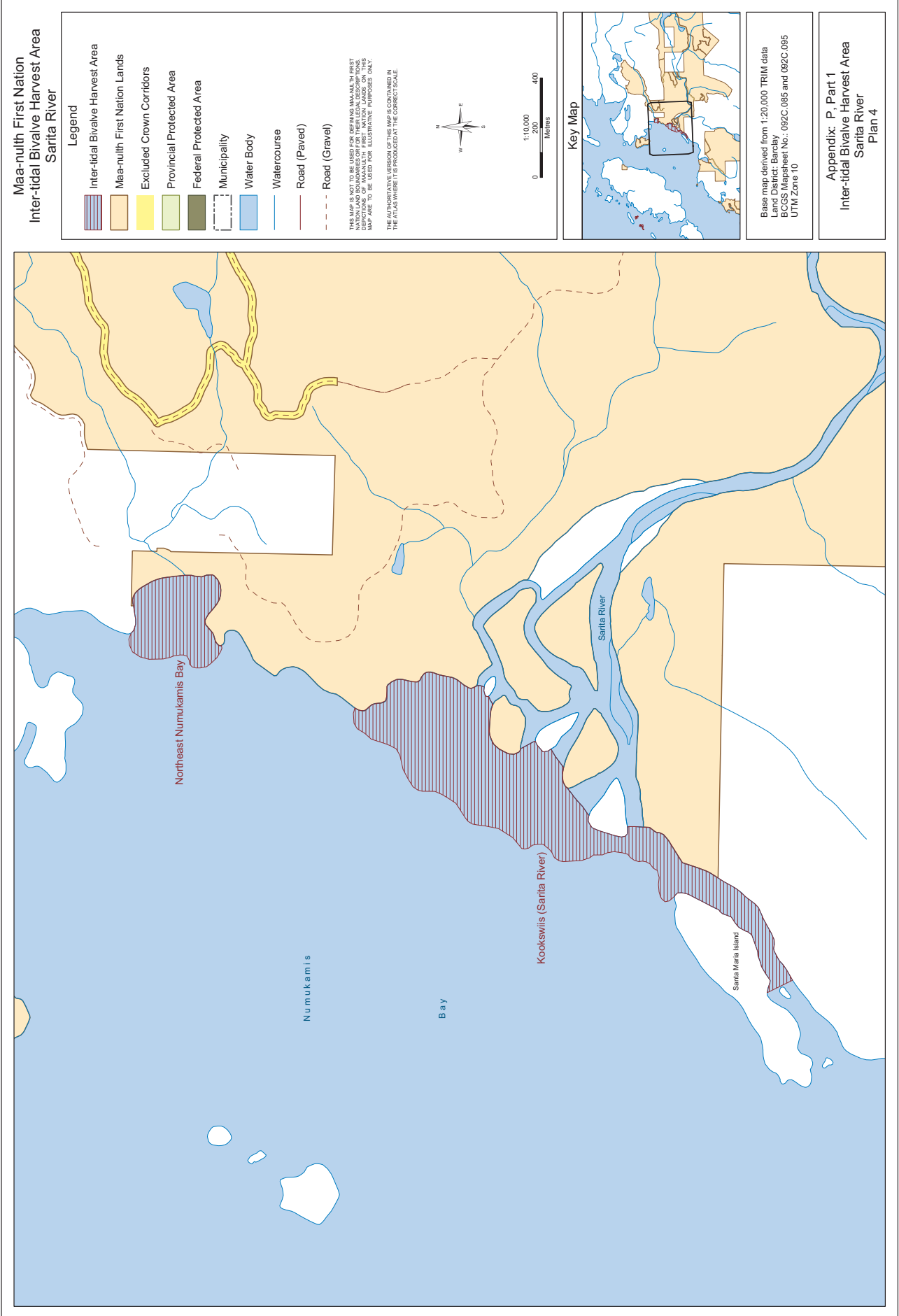
INTER-TIDAL BI-VALVE HARVEST AREAS

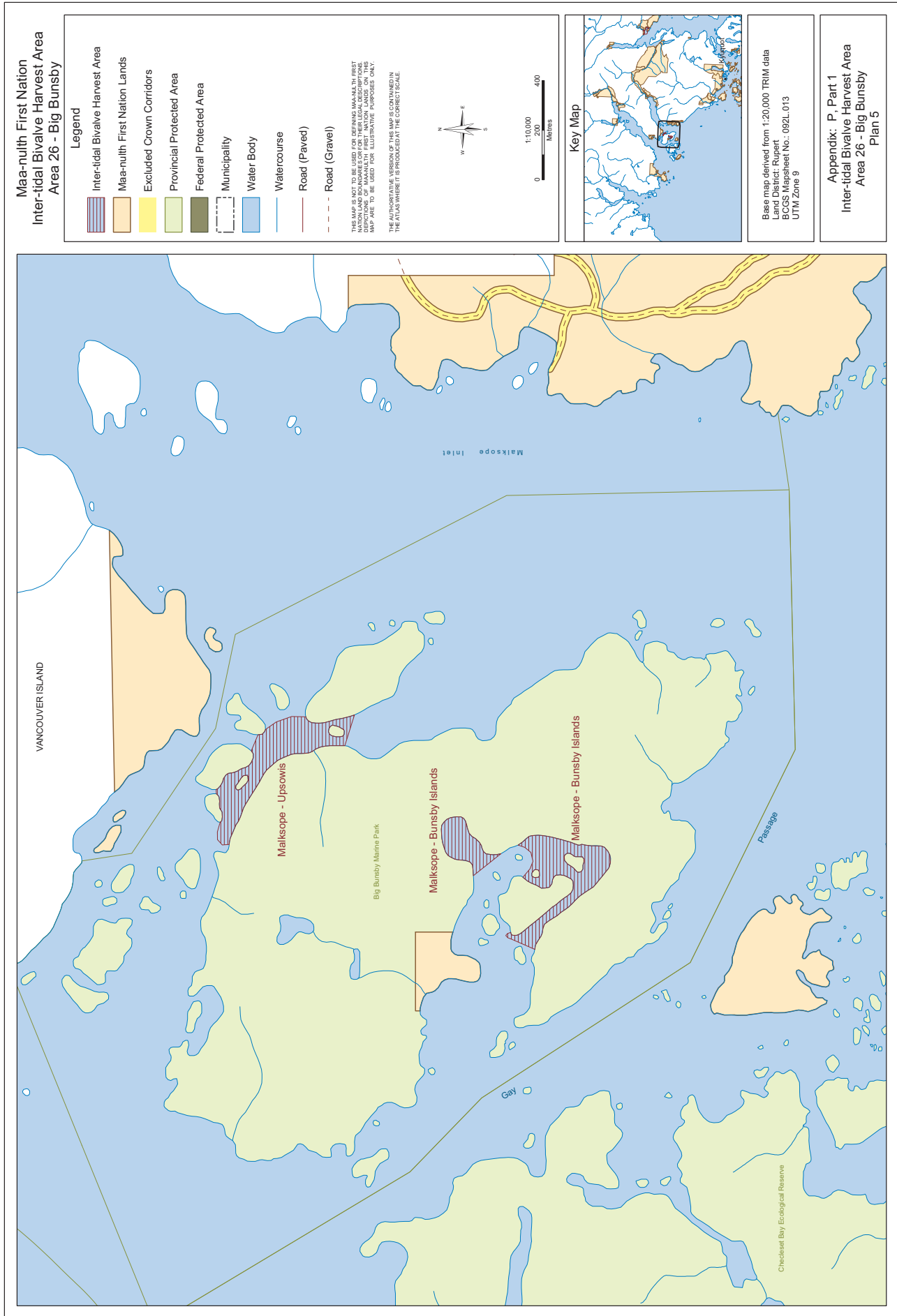
- Part 1** Maps of Inter-tidal Bivalve Harvest Areas – Plans 1-8
- Part 2** Interests to Continue Under Existing Terms and Conditions over
Inter-tidal Bivalve Harvest Areas

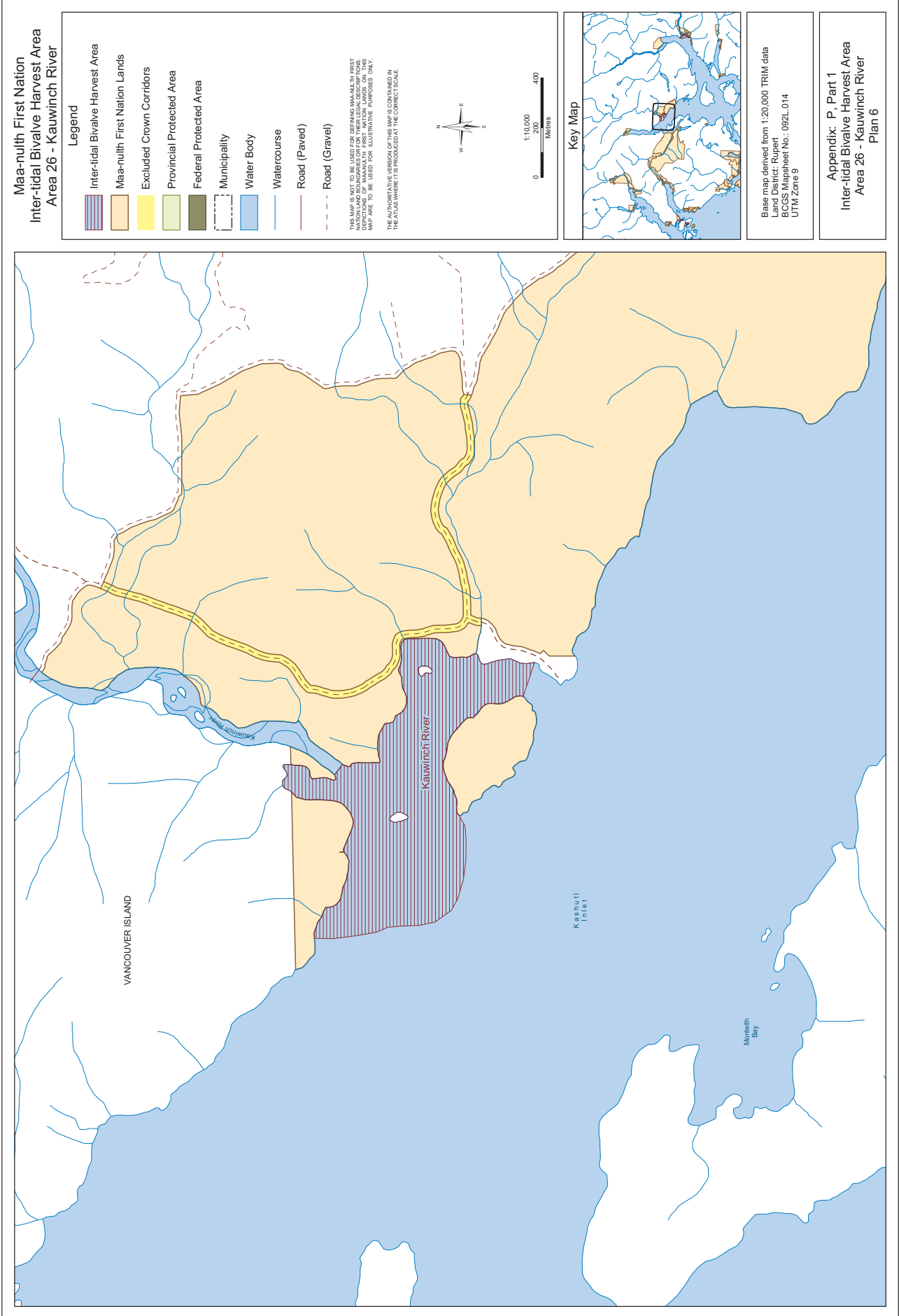


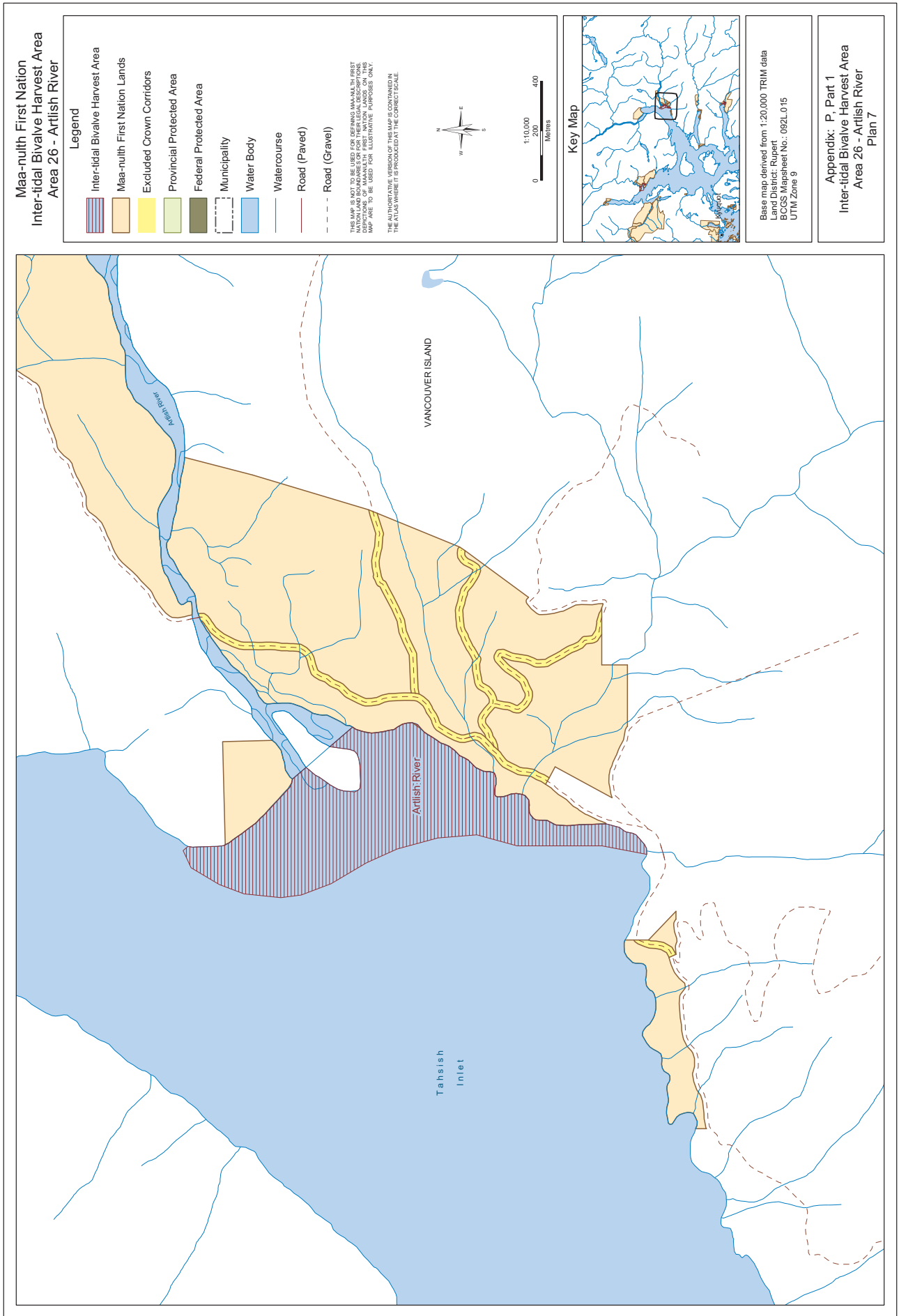


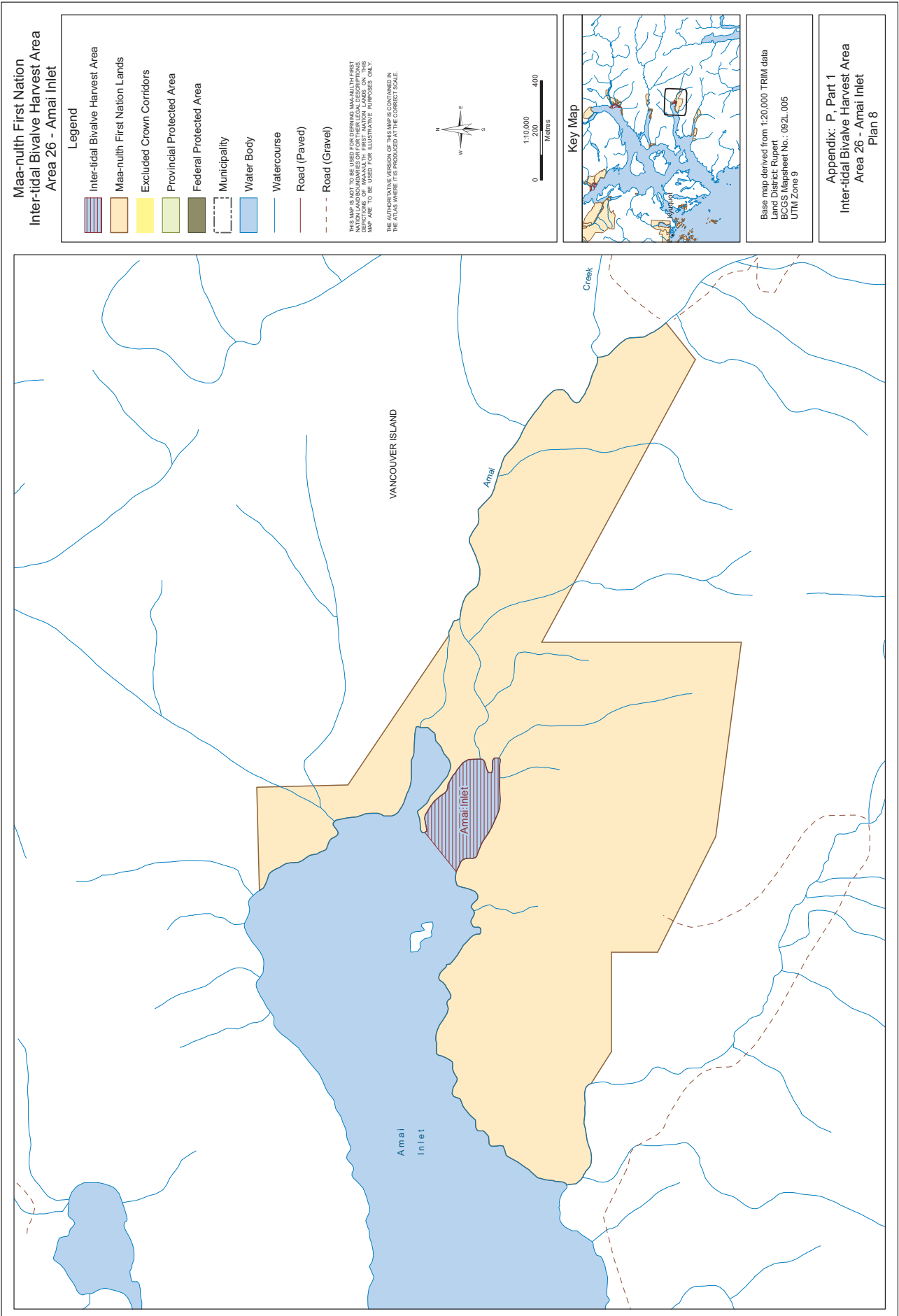










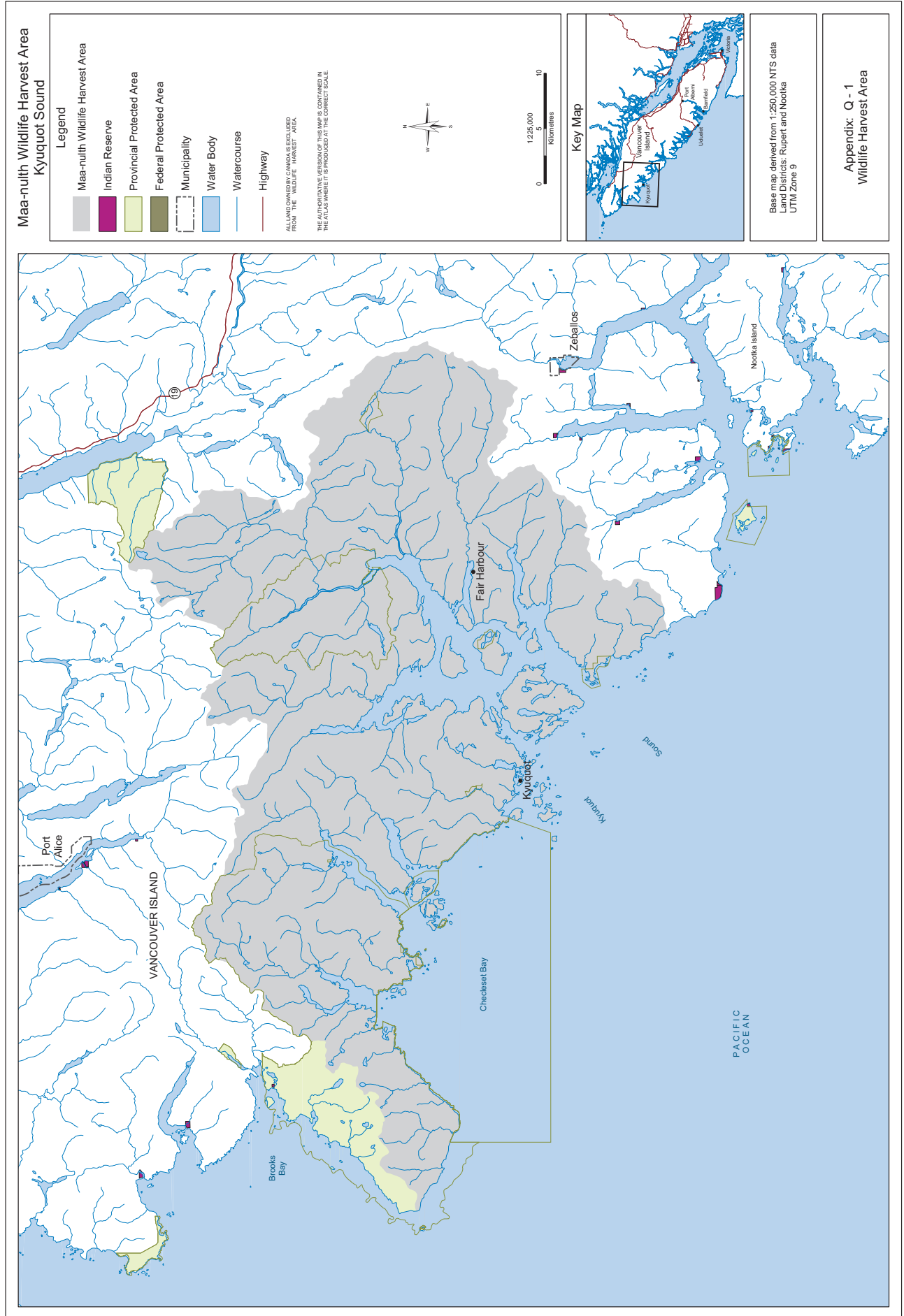


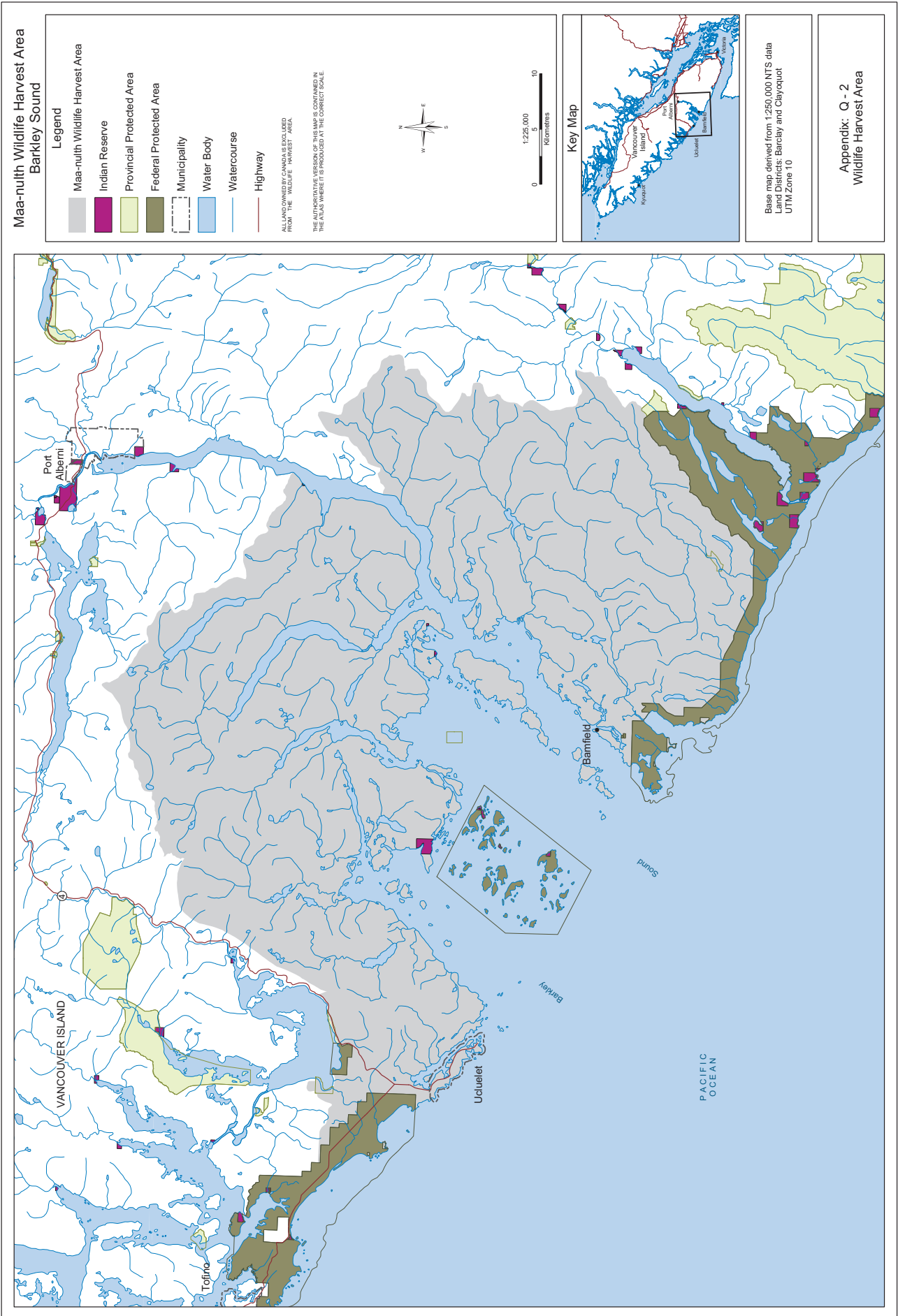
APPENDIX P, PART 2
INTERESTS TO CONTINUE UNDER
EXISTING TERMS AND CONDITIONS OVER
MAA-NULTH FIRST NATIONS INTER-TIDAL
BIVALVE HARVEST AREAS

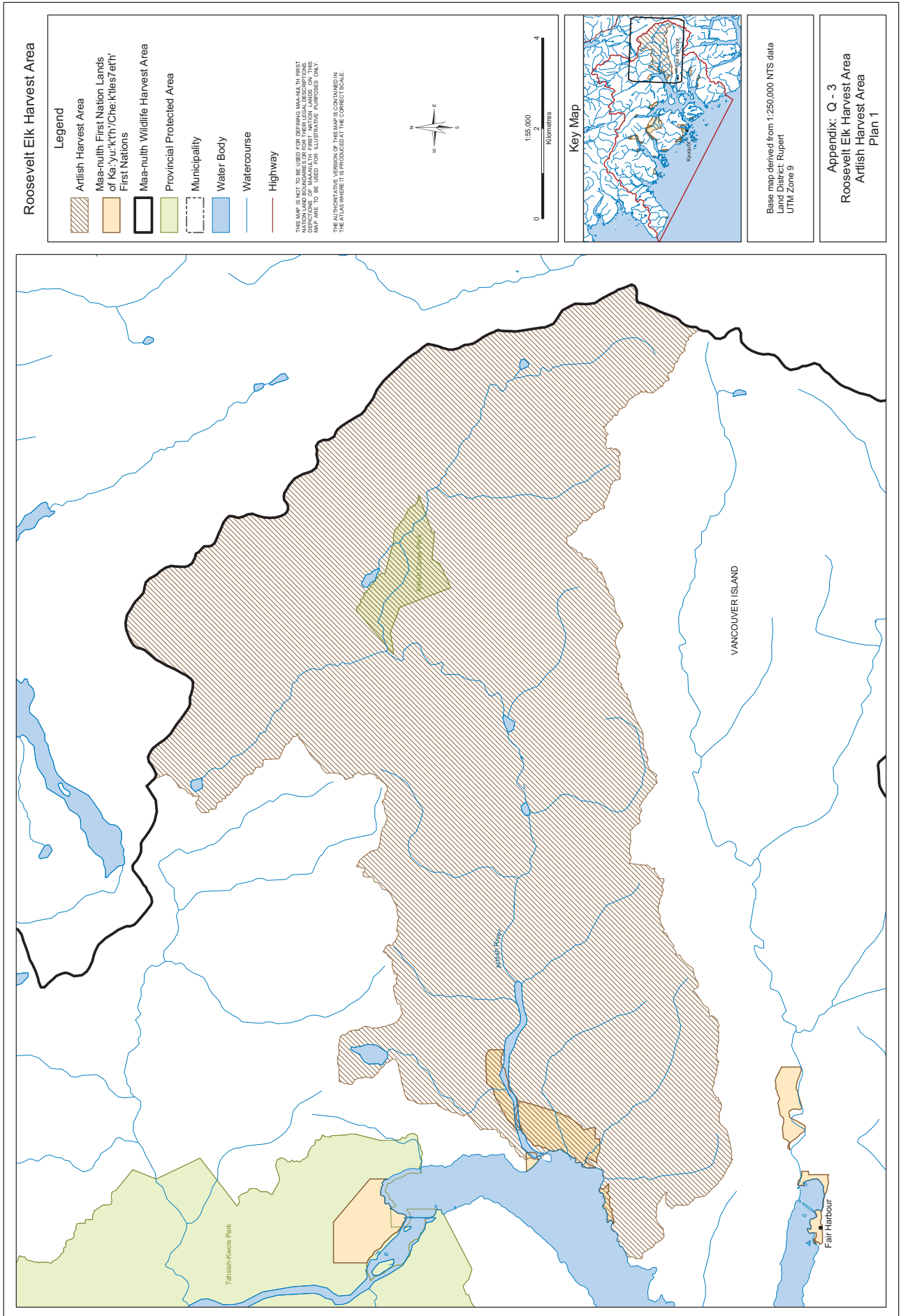
General Location	Bivalve Harvest Area	Interest Type	Interest Holder	Interest Details
Appendix P, Part 1, Toquart Bay, Plan 1	Toquart River Flats	Lease Aquatic Lands Log Handling /Storage	Coulson Forest Products Ltd.	Lands File 0157780 Doc No. 105589
Appendix P, Part 1, Effingham Inlet, Plan 2	Effingham Inlet West	Mineral Claim	R. Timothy Henneberry	Tenure No. 526487
Appendix P, Part 1, Effingham Inlet, Plan 2	Effingham Inlet West	Map Reserve Log Handling /Storage	Ministry of Forests & Range	Lands File 1412511 Reserve No. 040044
Appendix P, Part 1, Area 26 Kauwinch River, Plan 6	Kauwinch	License Aquatic Lands Log Handling /Storage	International Forest Products Ltd.	Licence 1408969 Doc. No. 106040

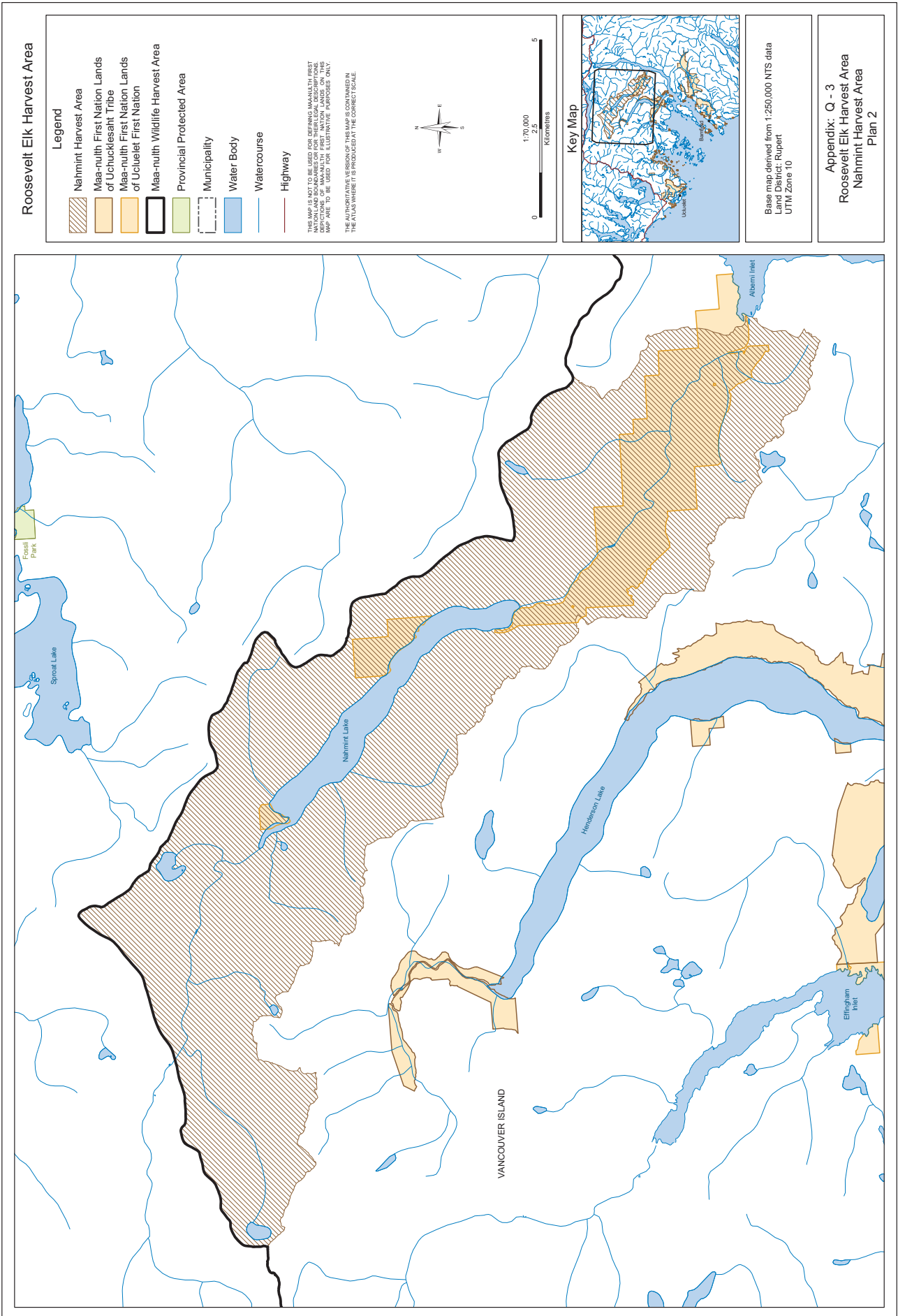
APPENDIX Q WILDLIFE HARVEST AREA

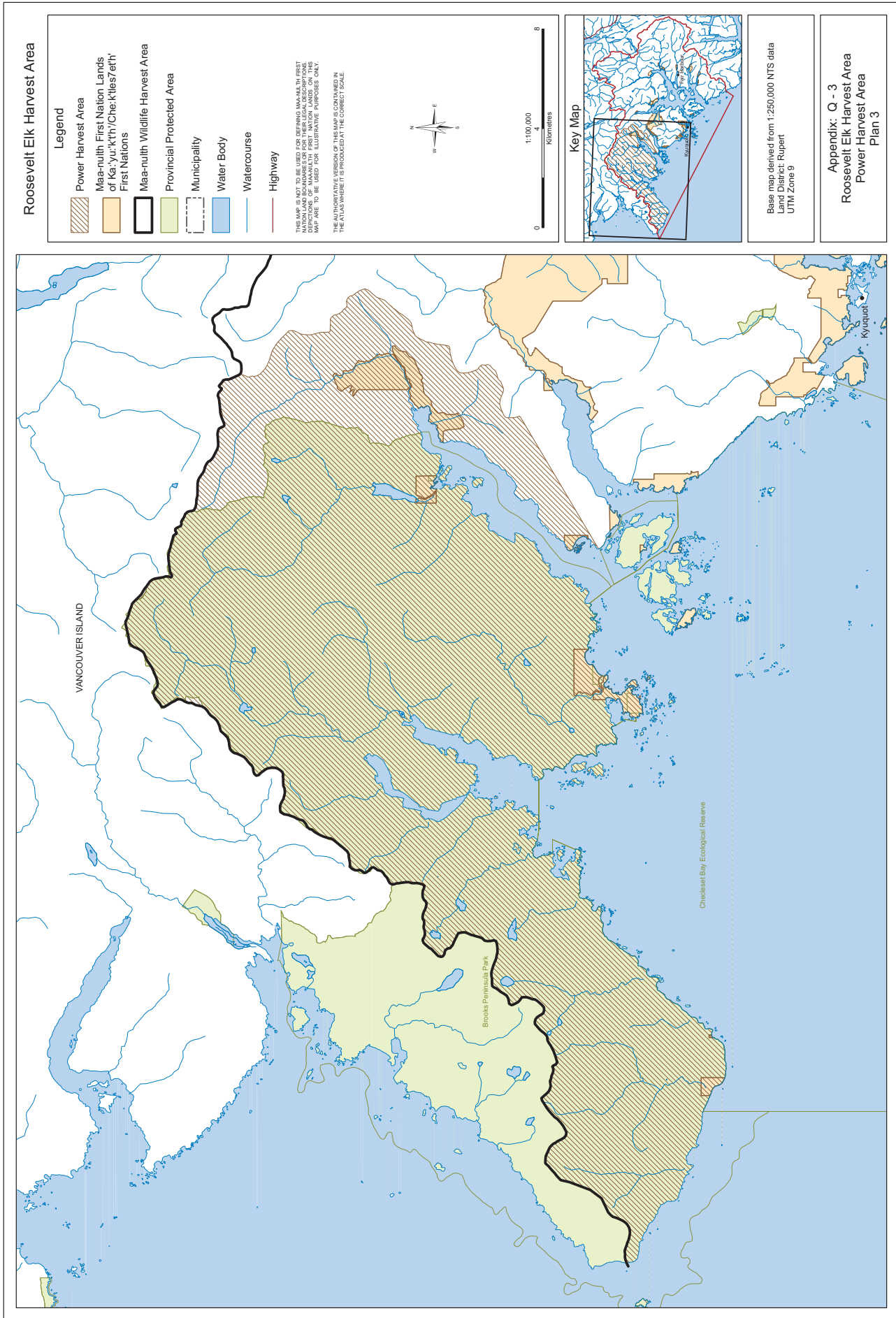
- Appendix Q-1** Map of Maa-nulth Wildlife Harvest Area Kyuquot Sound
- Appendix Q-2** Map of Maa-nulth Wildlife Harvest Area Barkley Sound
- Appendix Q-3** Maps of Maa-nulth Roosevelt Elk Harvest Area – Plans 1 - 4

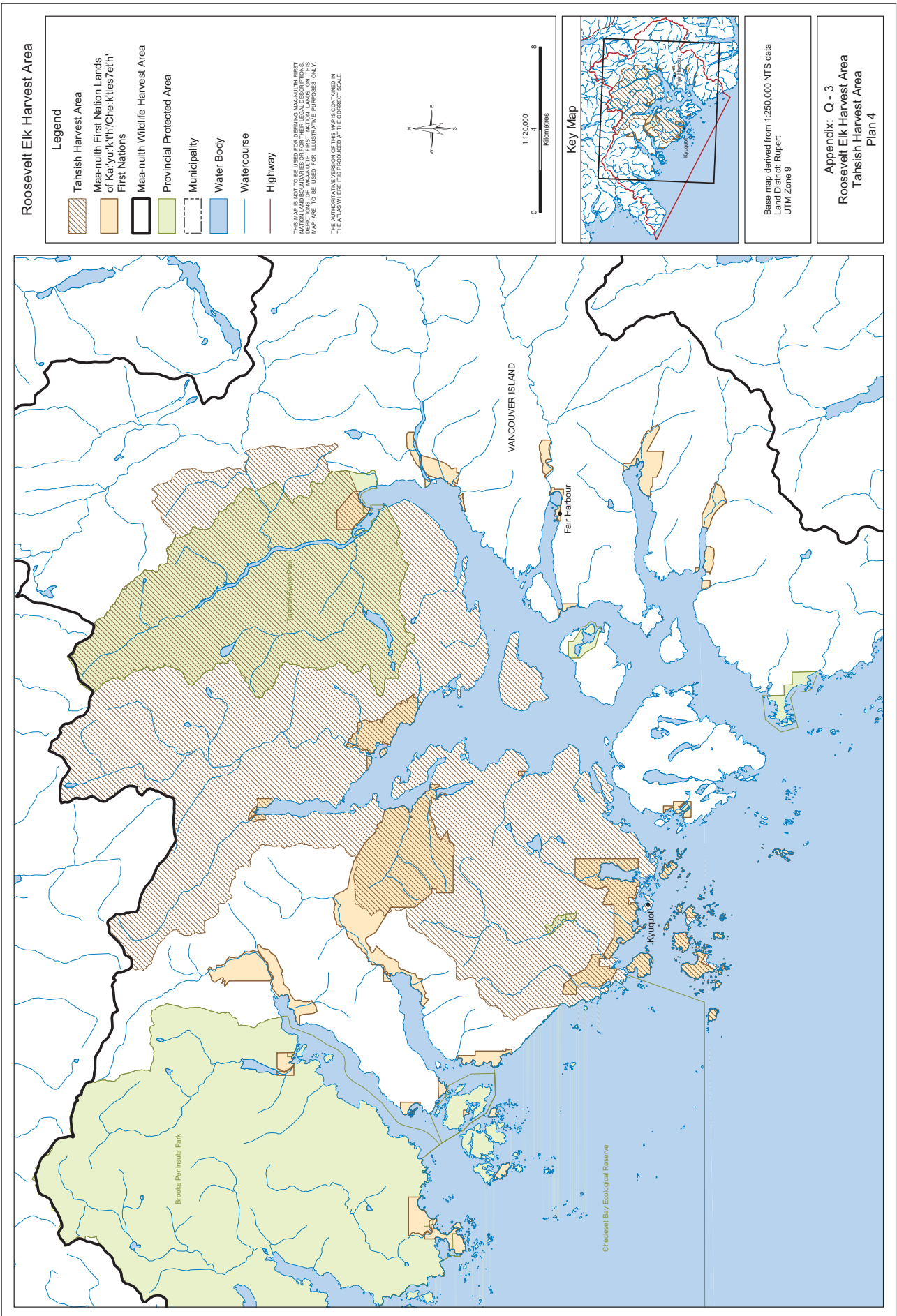








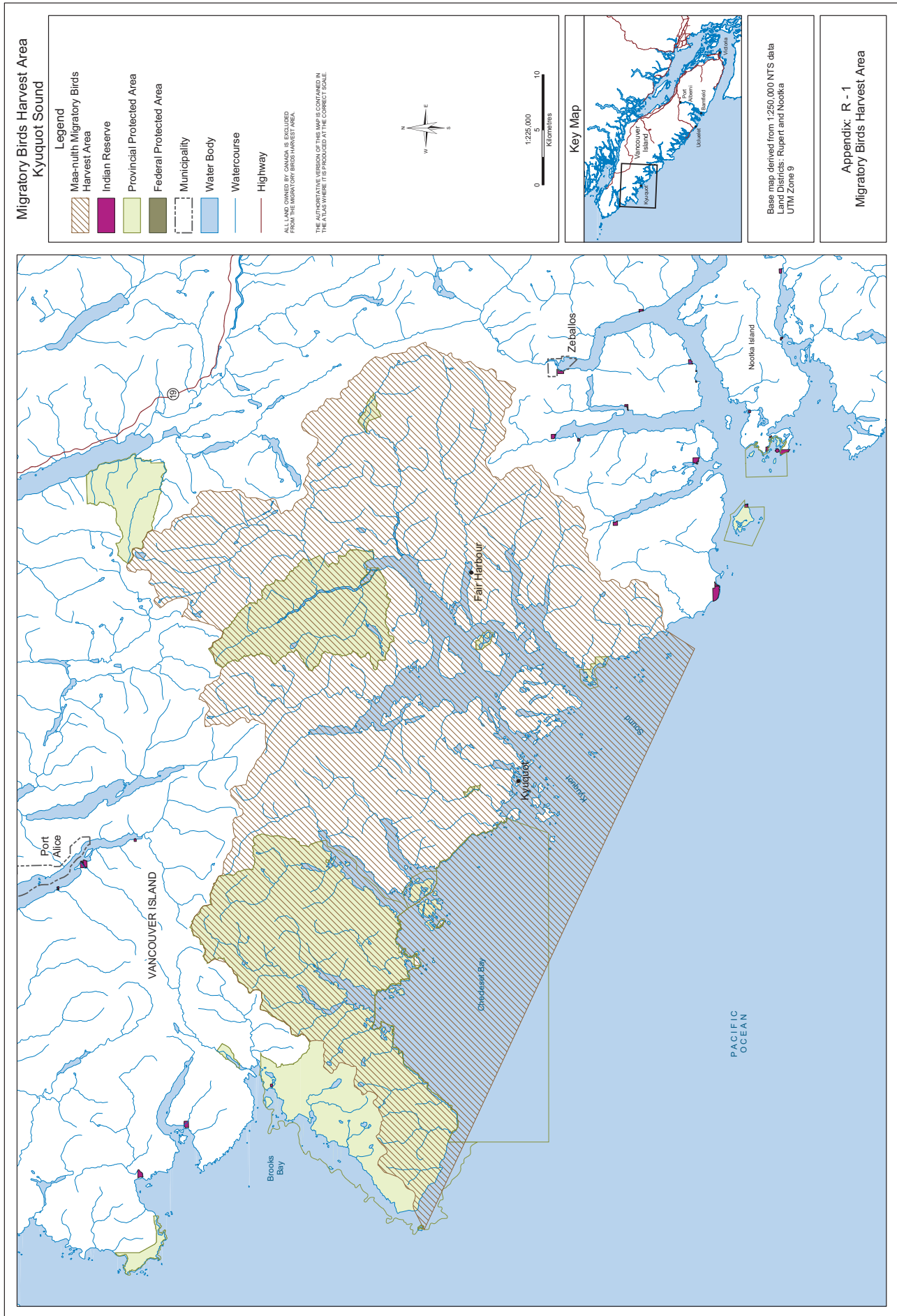


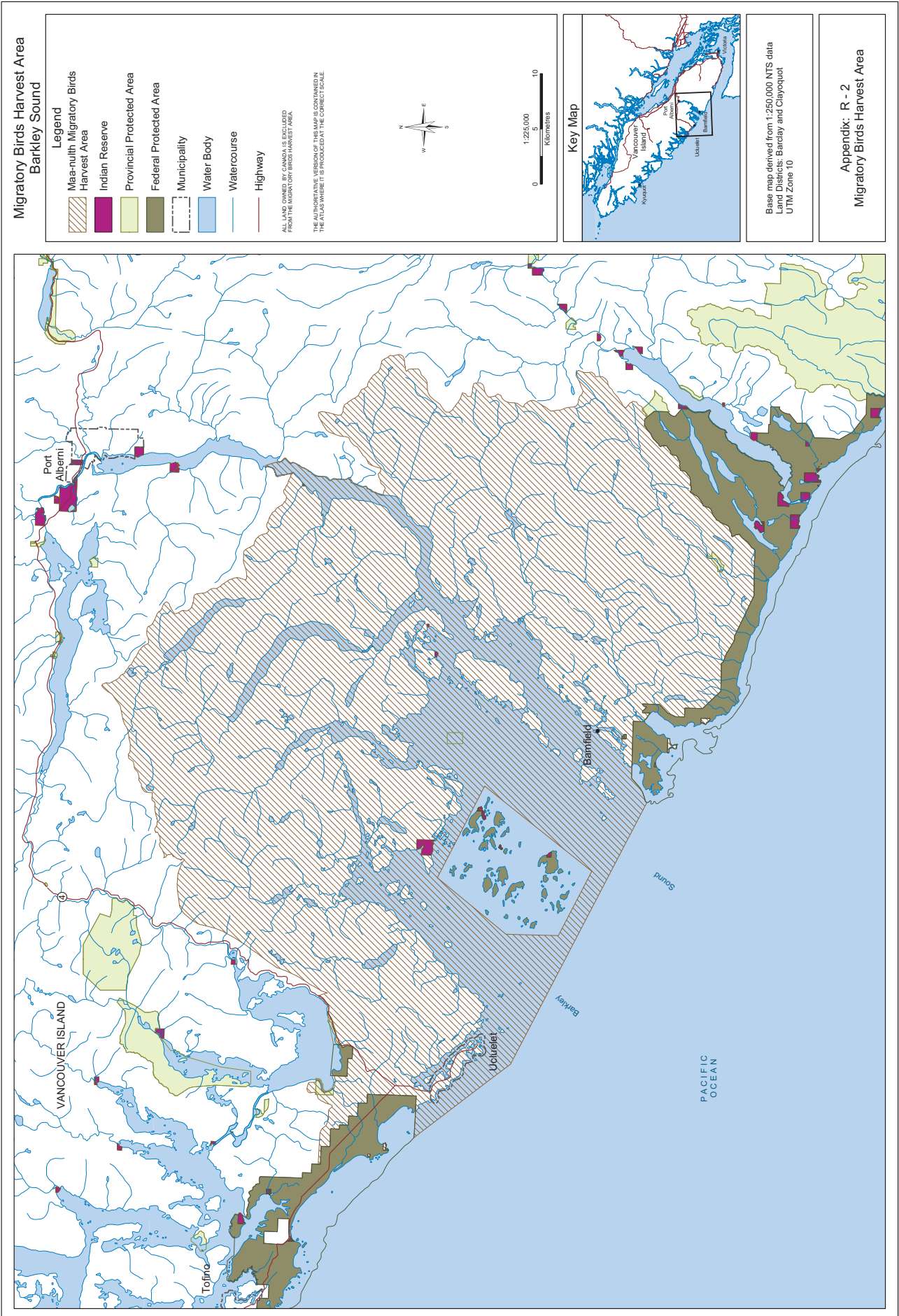


APPENDIX R MIGRATORY BIRDS HARVEST AREA

Appendix R-1 Map of Migratory Birds Harvest Area Kyuquot Sound

Appendix R-2 Map of Migratory Birds Harvest Area Barkley Sound





APPENDIX S

MAA-NULTH FIRST NATION ARTIFACTS

Appendix S-1	Maa-nulth First Nation Artifacts of Huu-ay-aht First Nations
Part 1	Maa-nulth First Nation Artifacts of Huu-ay-aht First Nations to be transferred from Canadian Museum of Civilization to Huu-ay-aht First Nations
Part 2	Maa-nulth First Nation Artifacts of Huu-ay-aht First Nations to be shared by the Canadian Museum of Civilization and Huu-ay-aht First Nations
Part 3	Maa-nulth First Nation Artifacts of Huu-ay-aht First Nations to be transferred from the Royal British Columbia Museum to Huu-ay-aht First Nations
Part 4	Maa-nulth First Nation Artifacts of Huu-ay-aht First Nations to be held by the Royal British Columbia Museum
Appendix S-2	Maa-nulth First Nation Artifacts of Ka:'yu:'k't'h'/ Che:k'tles7et'h' First Nations
Part 1	Maa-nulth First Nation Artifacts of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations to be transferred from Canadian Museum of Civilization to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
Part 2	Maa-nulth First Nation Artifacts of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations to be shared by the Canadian Museum of Civilization and Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
Part 3	Maa-nulth First Nation Artifacts of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations to be transferred from the Royal British Columbia Museum to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
Part 4	Maa-nulth First Nation Artifacts of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations to be held by the Royal British Columbia Museum
Appendix S-3	Maa-nulth First Nation Artifacts of Uchucklesaht Tribe
Part 1	Maa-nulth First Nation Artifacts of Uchucklesaht Tribe to be transferred from Canadian Museum of Civilization to Uchucklesaht Tribe
Part 2	Maa-nulth First Nation Artifacts of Uchucklesaht Tribe to be shared by the Canadian Museum of Civilization and Uchucklesaht Tribe
Part 3	Maa-nulth First Nation Artifacts of Uchucklesaht Tribe to be transferred from the Royal British Columbia Museum to Uchucklesaht Tribe

Appendix S-4

Part 1

Maa-nulth First Nation Artifacts of Ucluelet First Nation
Maa-nulth First Nation Artifacts of Ucluelet First Nation to be transferred from Canadian Museum of Civilization to Ucluelet First Nation

Part 2

Maa-nulth First Nation Artifacts of Ucluelet First Nation to be shared by the Canadian Museum of Civilization and Ucluelet First Nation

Part 3

Maa-nulth First Nation Artifacts of Ucluelet First Nation to be transferred from the Royal British Columbia Museum to Ucluelet First Nation

Part 4

Maa-nulth First Nation Artifacts of Ucluelet First Nation to be held by the Royal British Columbia Museum

APPENDIX S-1
MAA-NULTH FIRST NATION ARTIFACTS OF
HUU-AY-AHT FIRST NATIONS

**Part 1 Maa-nulth First Nation Artifacts of Huu-ay-aht First Nations to be transferred
from Canadian Museum of Civilization to Huu-ay-aht First Nations**

Artifact Number	Object
VII-F-813	Rattle
VII-F-312	Drum/Stick
VII-F-906	Adze
VII-F-289	Harpoon head

**Part 2 Maa-nulth First Nation Artifacts of Huu-ay-aht First Nations to be shared by the
Canadian Museum of Civilization and Huu-ay-aht First Nations**

Artifact Number	Object	Artifact Number	Object
VII-F-97	Bag	VII-F-304	Harpoon head and lanyard (conflicting or unclear documentation)
VII-F-120	Line	VII-F-306	Harpoon head and lanyard (conflicting or unclear documentation)
VII-F-288	Sinew	VII-F-326	Float (conflicting or unclear documentation)
VII-F-293	Hook	VII-F-364	Cape
VII-F-308	Harpoon head	VII-F-1000	Gambling

**Part 3 Maa-nulth First Nation Artifacts of Huu-ay-aht First Nations to be transferred
from the Royal British Columbia Museum to Huu-ay-aht First Nations**

Catalogue Number	Object	Catalogue Number	Object
2104	Pole	2271	Sea lion gut
2110	Screen	2272	Whale sinew
2114 A-Z,A1	Carvings (37)	2273	Elk skin
2115, 2116	Masks (pair)	2278	Club
2130	Bucket	6667	Cape
2136	Rattle	6668	Head band
2140	Whistle	6669	Rattle
2173	Strainer	6670A, B	Charm
2176	Tongs	6671	Float
2190A, B	Harpoon	9751	Harpoon
2193	Harpoon shaft	9752	Belt
2198	Harpoon	9753	Mat
2210	Hook	9987A, B	Ornaments
2211	Club	9988A, B	Game
2215A, B	Bag	9989A	Valve
2222	Spear	10046A, B	Basket
2225	Lure	10064A, B	Harpoon valves (pair)
2238	Awl	13030A, B	Basket
2247	Adze handle	13032	Coaster
2248	Adze handle	13033A, B	Basketry-covered bottle
2253	Chopper	13036A, B	Basket
2256	Creaser	13038A, B	Basket
2257A, C	Needles (2)	13040	Basket
2266A-C	Lashing	13041A, B	Basketry-covered bottle
2270	Pine gum	18162	Badge

**Part 4 Maa-nulth First Nation Artifacts of Huu-ay-aht First Nations to be held by the
Royal British Columbia Museum**

Catalogue Number	Object	Catalogue Number	Object
1224	Harpoon	2257 B	Needle
2102, 2103	Welcome Figures (pair)	2265	Bark
2105	Pole	2266 D-F	Lashing
2112, 2113	Masks (pair)	2277	Spear
2117	Mask	9655	Mat
2131	Pendant	9737A, B	Chest
2132	Rattle	9750	Sinew
2139A-E	Sticks	9754	Bag
2150A-C	Charm	9755	Hook
2158	Apron	9756	Basket
2159	Belt	9757A, B	Sea lion teeth
2164	Mat	9989 B	Valve
2183	Bailer	13031A, B	Basket
2189A, B	Harpoon	13034A, B	Basket
2191A, B	Harpoon	13035A, B	Basket
2199	Bag	13037A, B	Basket
2209	Hook	13039A, B	Basketry-covered bottle
2212	Club	13042A, B	Basket
2224	Lure	13044	Basket
2226	Net	13045A, B	Basketry-covered bottle
2241	Chisel	18163	Badge
2245	Adze	DS-y:2 (2292N)	Maul
2255	Creaser		

APPENDIX S-2
MAA-NULTH FIRST NATION ARTIFACTS OF
KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST NATIONS

Part 1 Maa-nulth First Nation Artifacts of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
to be transferred from Canadian Museum of Civilization to
Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations

Artifact Number	Object	Artifact Number	Object
VII-F-119	Rattle	VII-F-196	Mask
VII-F-184	Bull roarer	VII-F-169	Spoon
VII-V-185	Whistle	VII-F-205	Wedge
VII-F-186	Whistle	VII-F-222	Box

Part 2 Maa-nulth First Nation Artifacts of Ka:'yu:'k't'h'/Che:k'tles7et'h'
First Nations to be shared by the Canadian Museum of Civilization and
Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations

Artifact Number	Object	Artifact Number	Object
VII-F-140	Cape	VII-F-224	Rattle
VII-F-225	Rattle	VII-F-226	Rattle
VII-F-235	Basket	VII-F-227	Rattle
VII-F-929	Dentalia	VII-F-228	Rattle
VII-F-229	Rattle	VII-F-161	Gut
VII-F-394	Basket	VII-F-173	Gut
VI-F-170	Wedge	VII-F-187	Rattle
VII-F-182	Spoon	VII-F-188	Rattle
VII-F-221	Box	VII-F-366	Grommet

**Part 3 Maa-nulth First Nation Artifacts of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
to be transferred from the Royal British Columbia Museum to
Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations**

Catalogue Number	Object	Catalogue Number	Object
149	Cape	13832A, B	Basket
328	Blanket	13834	Dish
1054	Basket	13835	Spoon
1230	Rattle	13836	Carving
1232	Necklace	13839	Carving
1241	Mat	16876	Basket
1242	Mat	16877	Basket
2231A, B	Spear	16880	Basketry-covered shell
4702	Lure	16881	Basketry-covered vase
8487	Carving	16883	Basketry-covered vase
9467 C, D	Hooks	EaSu23:2	Whalebone object
11993	Rug	EaSw1:1	Abrader
13830A, B	Basket		

Part 4 Maa-nulth First Nation Artifacts of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations to be held by the Royal British Columbia Museum

Catalogue Number	Object	Catalogue Number	Object
148	Cape	13837	Carving
152	Blanket	13838A, B	Wood fasteners (2)
1231	Rattle	13840	Carving
1243	Mat	13841	Model canoe
1244	Mat	16388	Spear
9467A, B	Hooks (2)	16415	Hook
11992	Rug	16878	Basket
13828A, B	Basket	16879	Basketry-covered shell
13829	Basket	16884	Frame
13831A,B	Basket	EaSu23:1	Whalebone object
13833A,B	Basket		

APPENDIX S-3
MAA-NULTH FIRST NATION ARTIFACTS
OF UCHUCKLESAHT TRIBE

Part 1 Maa-nulth First Nation Artifacts of Uchucklesaht Tribe to be transferred from Canadian Museum of Civilization to Uchucklesaht Tribe

Artifact Number	Object
VII-F-530	Herring Rake
VII-F-532	Drum
VII-F-542	Backstrap (Tumpline)

Part 2 Maa-nulth First Nation Artifacts of Uchucklesaht Tribe to be shared by the Canadian Museum of Civilization and Uchucklesaht Tribe

Artifact Number	Object
VII-F-529	Rattle
VII-F-540	Basket
VII-V-541	Fish Club
VII-F-374	Basket
VII-F-375	Basket

Part 3 Maa-nulth First Nation Artifacts of Uchucklesaht Tribe to be transferred from the Royal British Columbia Museum to Uchucklesaht Tribe

Catalogue Number	Object
10065, 10066	Masks (pair)

APPENDIX S-4
MAA-NULTH FIRST NATION ARTIFACTS
OF UCLUELET FIRST NATION

Part 1 Maa-nulth First Nation Artifacts of Ucluelet First Nation to be transferred from Canadian Museum of Civilization to Ucluelet First Nation

Artifact Number	Object	Artifact Number	Object
VII-F-528	Basket Pattern	VII-F-537	Fish Decoy
VII-F-534	Rain Cape	VII-F-543	Washing Roots
VII-V-535a,b	Unfinished Hat	VII-F-548	Mat Creaser
VII-F-536	Rattle	VII-F-552	Herring Knife
VII-F-554a,e	Gambling Bones	VII-F-564a	Sandpiper
VII-F-568	Nose Ornament		

Part 2 Maa-nulth First Nation Artifacts of Ucluelet First Nation to be shared by the Canadian Museum of Civilization and Ucluelet First Nation

Artifact Number	Object	Artifact Number	Object
VII-F-569	Nose Ornament	VII-F-531	Mask
VII-F-189	Maul	VII-F-533	Bark Shredder
VII-F-190	Maul	VII-F-539	Lance Head
VII-F-191	Maul	VII-F-544	Basket
VII-F-527	Basket Pattern		

Part 3 Maa-nulth First Nation Artifacts of Ucluelet First Nation to be transferred from the Royal British Columbia Museum to Ucluelet First Nation

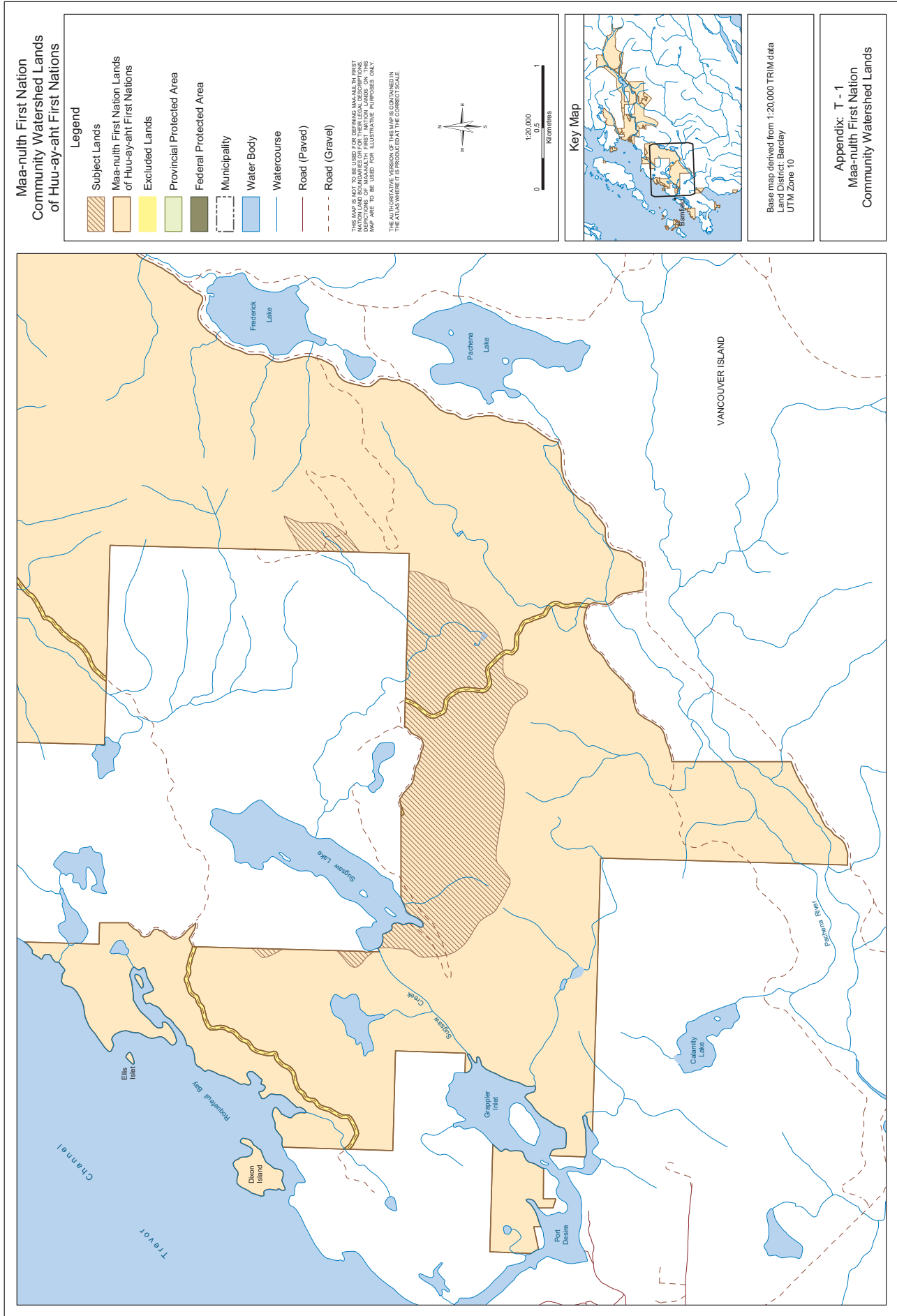
Catalogue Number	Object	Catalogue Number	Object
2107	Pole	2161	Cradle
2109	Pole	2162A, B	Cradle
2120	Headdress	2171A, B	Box
2121	Headdress	2194	Valve
2124	Mask	2196	Harpoon
2133	Rattle	2223	Lure
2143	Headdress	2252	Knife
2152	Belt	16911	Model pole

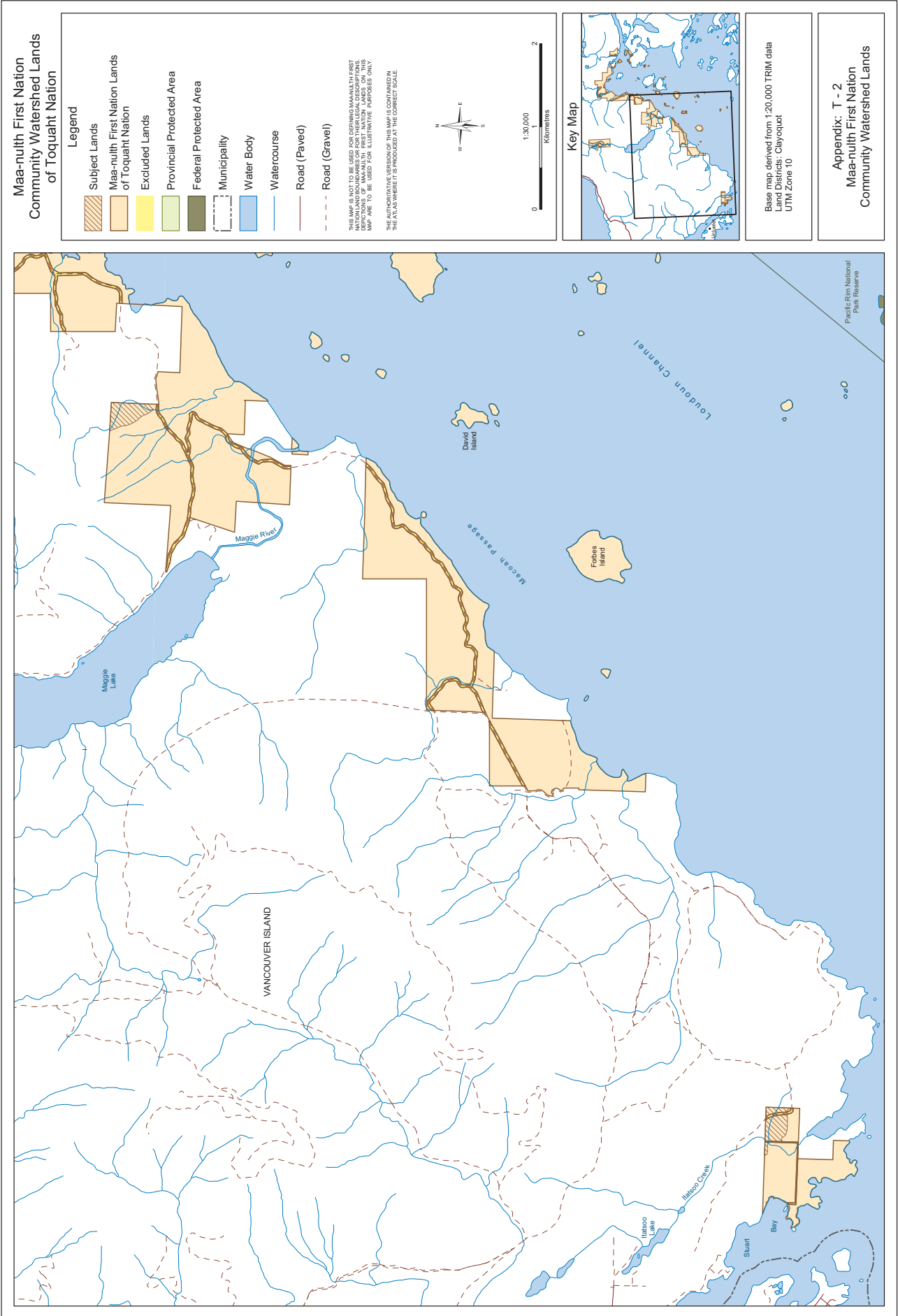
Part 4 Maa-nulth First Nation Artifacts of Ucluelet First Nation to be held by the Royal British Columbia Museum

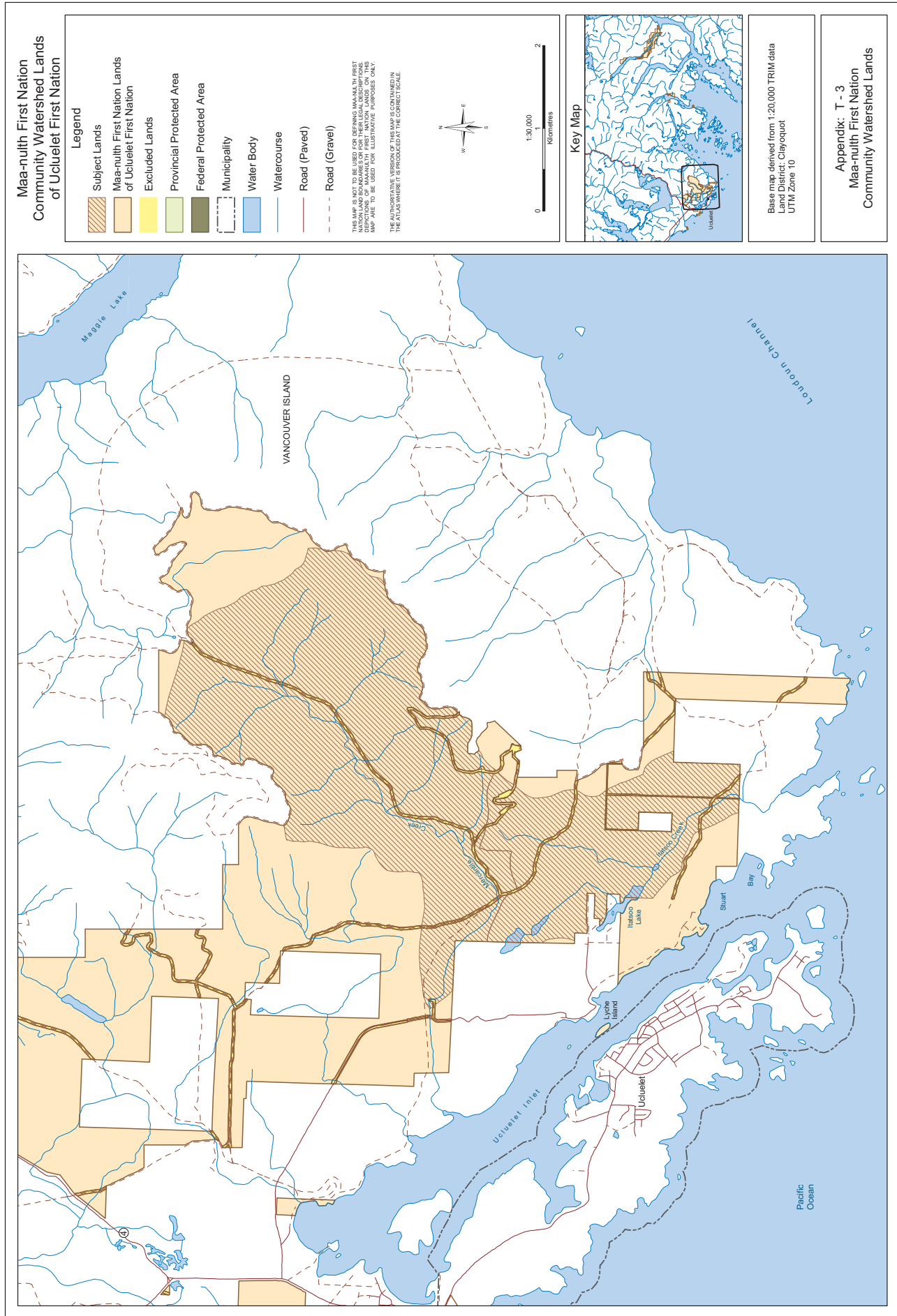
Catalogue Number	Object	Catalogue Number	Object
2106	Pole	2213	Basket
2108	Pole	2214	Hook bag
2118, 2119	Masks (pair)	2249	Adze handle
2122, 2123	Masks (pair)	2274	Sealskin, stretcher
2129A, B	Claws (pair)	9758	Cradle
2134	Rattle	9769	Harpoon
2137	Shells	10709A, B	Lures (2)
2151	Whaler's charm		

APPENDIX T
MAA-NULTH FIRST NATION COMMUNITY
WATERSHED LANDS

- | | |
|---------------------|---|
| Appendix T-1 | Map of Maa-nulth First Nation Community Watershed Lands of Huu-ay-aht First Nations |
| Appendix T-2 | Map of Maa-nulth First Nation Community Watershed Lands of Toquaht Nation |
| Appendix T-3 | Map of Maa-nulth First Nation Community Watershed Lands of Ucluelet First Nation |

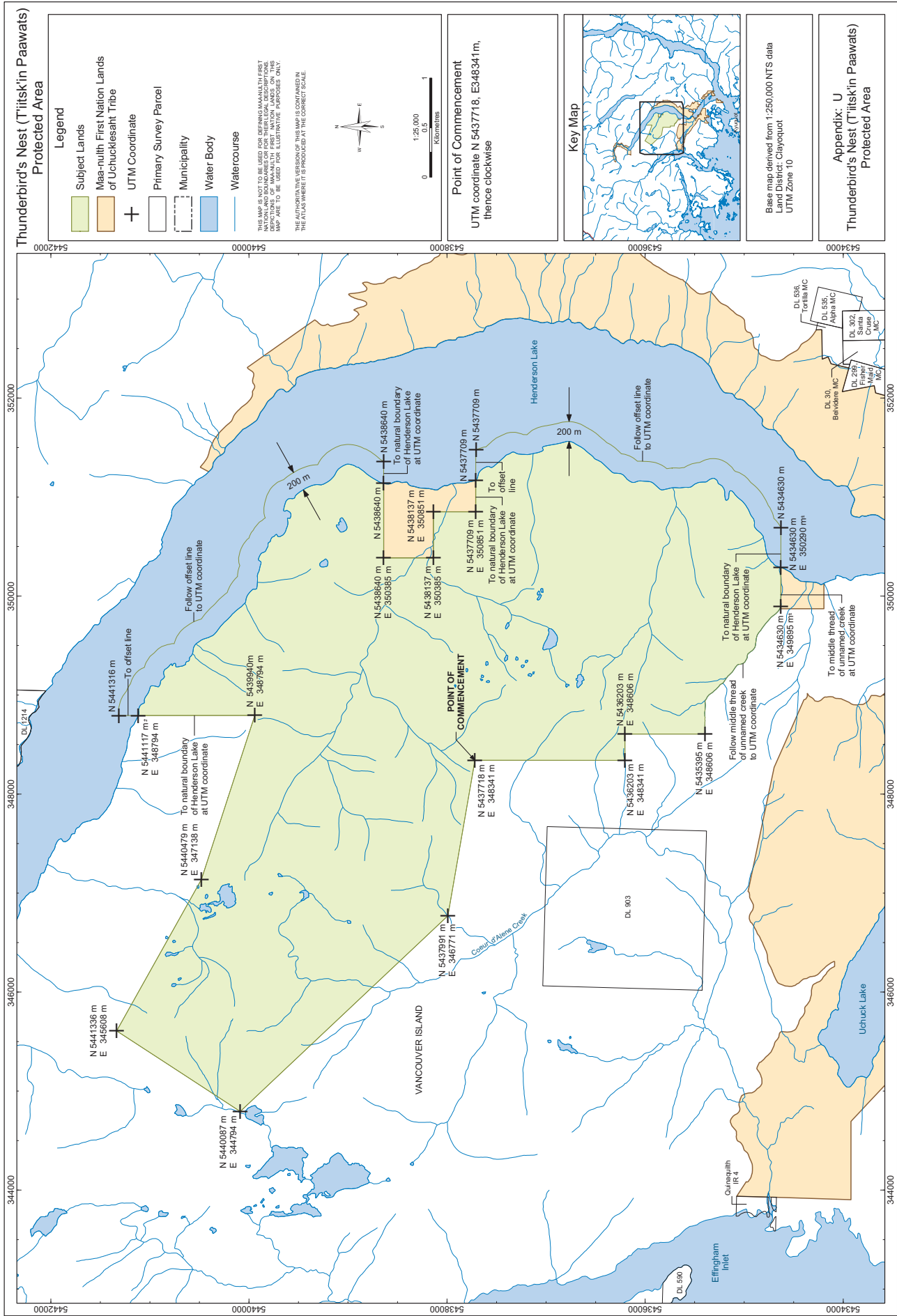






APPENDIX U
THUNDERBIRDS NEST (T'iitsk'in Paawats)
PROTECTED AREA

Map of Thunderbird's Nest (T'iitsk'in Paawats) Protected Area

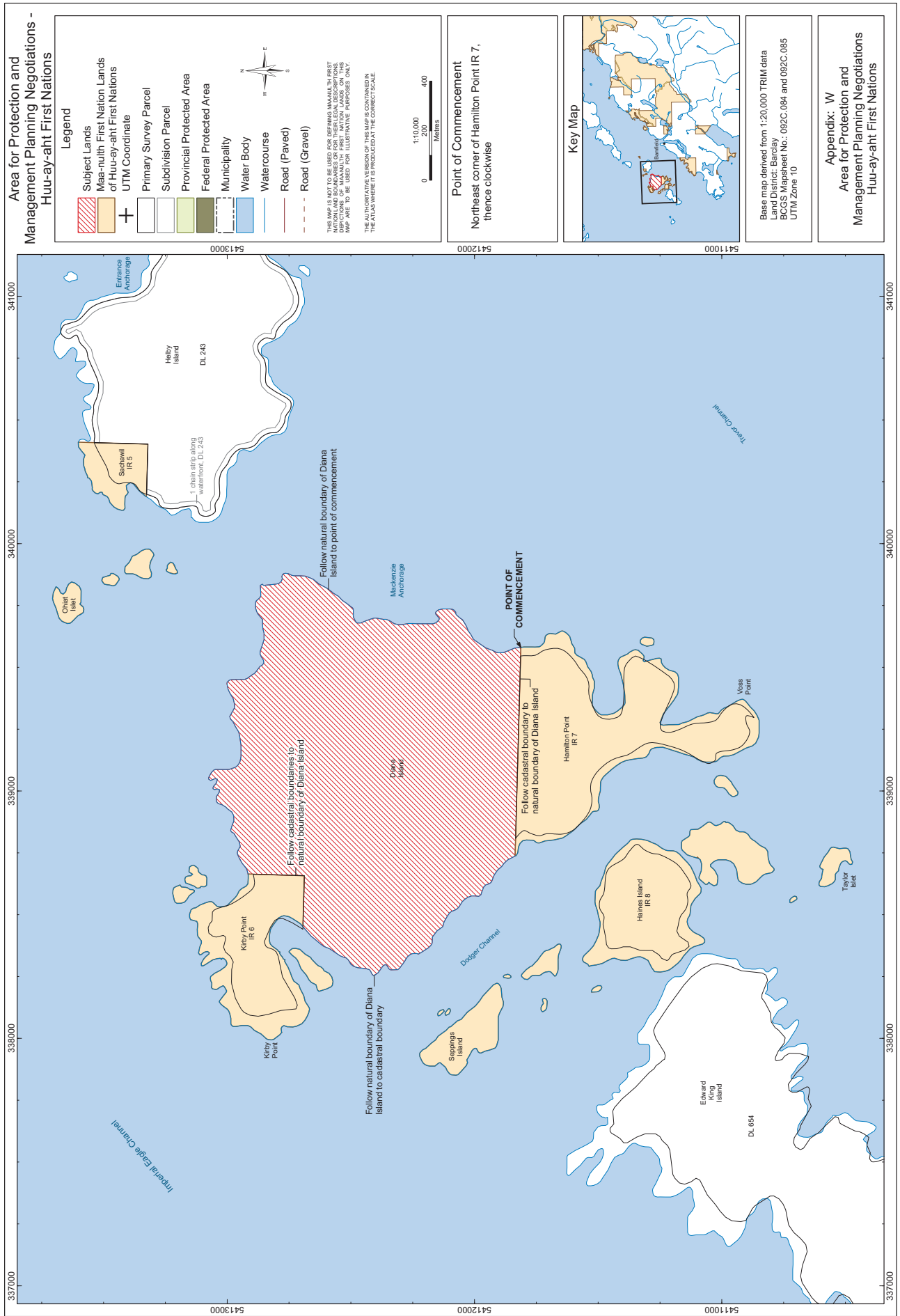


APPENDIX V
POWER RIVER WATERSHED PROTECTED AREA

Map of Power River Watershed Protected Area

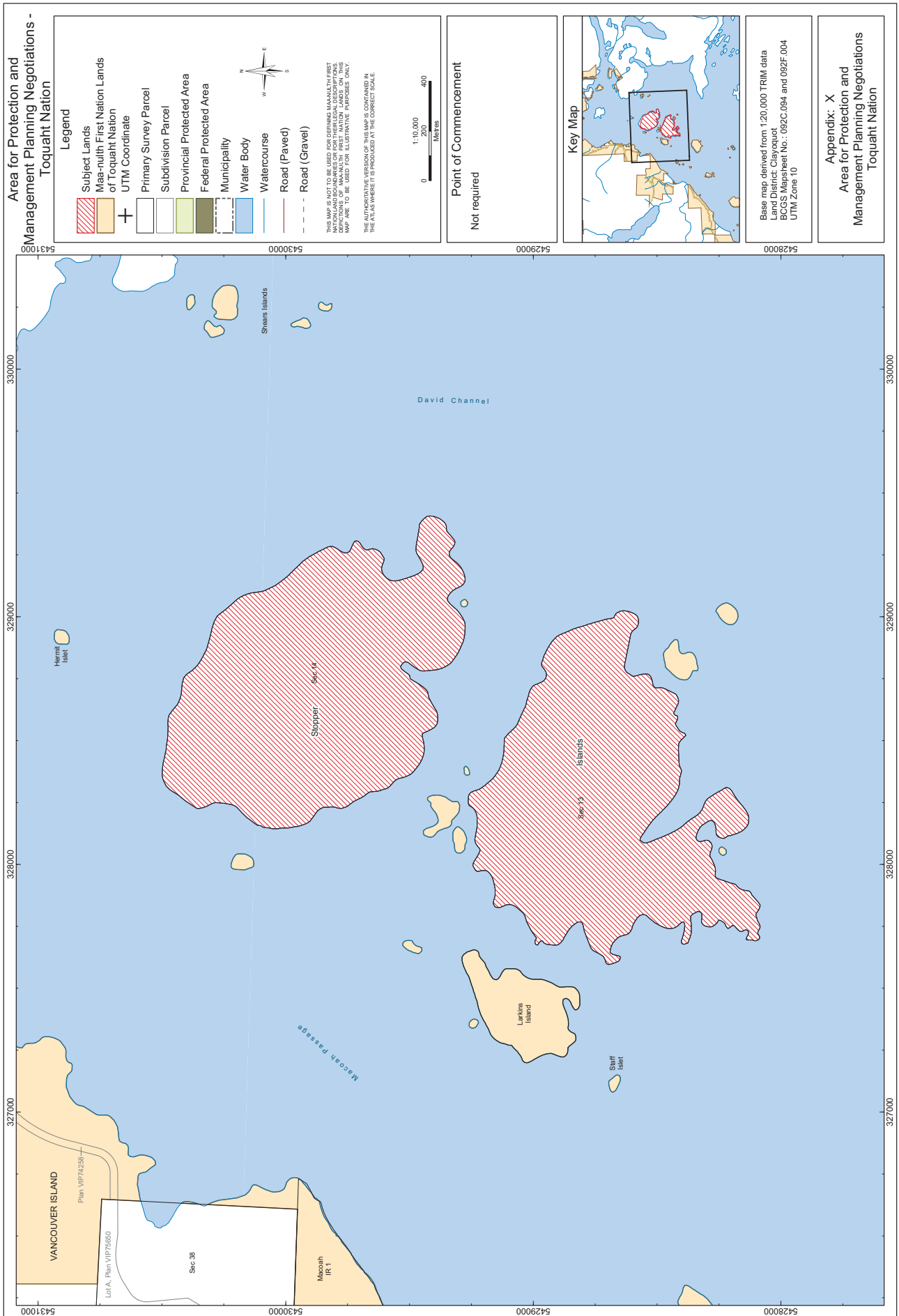
APPENDIX W
AREA FOR PROTECTION AND MANAGEMENT
PLANNING NEGOTIATIONS - HUU-AY-AHT
FIRST NATIONS

Map of Area for Protection and Management Planning
Negotiations - HUU-ay-aht First Nations



APPENDIX X
AREA FOR PROTECTION AND MANAGEMENT
PLANNING NEGOTIATIONS - TOQUAHT NATION

Map of Area for Protection and Management Planning
Negotiations - Toquaht Nation



APPENDIX Y DISPUTE RESOLUTION PROCEDURES

Appendix Y-1	Identification of Parties Directly Engaged in the Disagreement
Appendix Y-2	Collaborative Negotiations
Appendix Y-3	Mediation
Appendix Y-4	Technical Advisory Panel
Appendix Y-5	Neutral Evaluation
Appendix Y-6	Arbitration

APPENDIX Y-1

IDENTIFICATION OF PARTIES DIRECTLY ENGAGED IN A DISAGREEMENT

DEFINITIONS

1. In this Appendix:
 - a) **“Chapter”** means Chapter 25 Dispute Resolution;
 - b) **“Notice Issuer”** means a Party that has given notice in accordance with 25.5.1, 25.6.1 or 25.9.1 of the Chapter; and
 - c) **“Notice Recipient”** means the Party providing the written reply in accordance with paragraph 2.

GENERAL

2. A Party who is identified in a notice under 25.5.1, 25.6.1 or 25.9.1 of the Chapter as being directly engaged in a Disagreement may dispute whether it is directly engaged in a Disagreement by providing the other Parties with a written reply to the notice in accordance with paragraph 3, failing which that Party is deemed to be directly engaged in the Disagreement in accordance with 25.1.2 of the Chapter.
3. The written reply contemplated by paragraph 2 will:
 - a) include the reasons why the Notice Recipient does not consider itself to be directly engaged in the Disagreement; and
 - b) be delivered to the other Parties within 10 days of the receipt of the notice.
4. Within 10 days of the receipt of a reply in accordance with paragraph 2, any Party may, by sending a notice of summary arbitration in accordance with paragraph 5, refer the question of whether the Notice Recipient is directly engaged in the Disagreement for summary determination by a single arbitrator.
5. If no Party sends a notice of summary arbitration in accordance with paragraph 4, the Notice Issuer is deemed not to be directly engaged in the Disagreement.
6. A notice of summary arbitration will be in writing and include the following:
 - a) a brief summary of the particulars of the dispute; and
 - b) the suggested name of an arbitrator.

7. Any Party other than the Notice Issuer and the Notice Recipient may participate in the summary arbitration process by giving written notice to the other Parties within 15 days of delivery of a notice of summary arbitration.
8. If the Participating Parties fail to agree on the arbitrator within 30 days after a notice of summary arbitration has been received, the appointment will be made by the Neutral Appointing Authority.
9. The Participating Parties will provide to the arbitrator written submissions according to the following schedule:
 - a) submission by the Notice Recipient – seven days following appointment of the arbitrator;
 - b) submission by the Notice Issuer – 10 days following the filing of the submission by the Notice Recipient;
 - c) submission by the other Participating Parties – seven days following the submission by the Notice Issuer;
 - d) reply of the Notice Recipient – seven days following the submission of the other Participating Parties.
10. All submissions will be provided to the other Participating Parties at the same time that they are submitted to the arbitrator.
11. The arbitrator will consider the material submitted by the Participating Parties, without convening an oral proceeding, and will decide the issue described in the notice of summary arbitration within seven days after either the submission of the last material or the expiration of the last date prescribed for the submission of material, whichever event occurs first.
12. The decision of the arbitrator contemplated by paragraph 11 will be in the form of a written document and will be final and binding on all Parties and will not be subject to any proceedings by way of appeal.

APPENDIX Y-2

COLLABORATIVE NEGOTIATIONS

DEFINITIONS

1. In this Appendix “**Chapter**” means Chapter 25 Dispute Resolution.

GENERAL

2. Collaborative negotiations commence:
 - a) on the date of delivery of a written notice requiring the commencement of collaborative negotiations; or
 - b) in the case of negotiations in the circumstances described in 25.2.2 c. of the Chapter, on the date of the first negotiation meeting.

NOTICE

3. A notice under 25.5.1 of the Chapter requiring the commencement of collaborative negotiations will include the following:
 - a) the names of the Parties directly engaged in the Disagreement;
 - b) a summary of the particulars of the Disagreement;
 - c) a description of the efforts made to date to resolve the Disagreement;
 - d) the names of the individuals involved in those efforts; and
 - e) any other information that will help the Participating Parties.

REPRESENTATION

4. A Participating Party may attend collaborative negotiations with or without legal counsel or other advisors.
5. At the commencement of the first negotiation meeting, each Participating Party will advise the other Participating Parties of any limitations on the authority of its representatives.

NEGOTIATION PROCESS

6. The Participating Parties will convene their first negotiation meeting in collaborative negotiations, other than those described in 25.2.2 c. of the Chapter, within 21 days after the commencement of the collaborative negotiations.

7. Before the first scheduled negotiation meeting, the Participating Parties will attempt to agree on any procedural issues that will facilitate the collaborative negotiations, including the requirements of 25.7.1 of the Chapter.
8. For purposes of 25.7.1 a. of the Chapter, “timely disclosure” means disclosure made within 15 days after a request for disclosure by a Participating Party.
9. The Participating Parties will make a serious attempt to resolve the Disagreement by:
 - a) identifying underlying interests;
 - b) isolating points of agreement and disagreement;
 - c) exploring alternative solutions;
 - d) considering compromises or accommodations; and
 - e) taking any other measures that will assist in resolution of the Disagreement.
10. No transcript or recording will be kept of collaborative negotiations, but this does not prevent an individual from keeping notes of the negotiations.

CONFIDENTIALITY

11. In order to assist in the resolution of a Disagreement, collaborative negotiations will not be open to the public.
12. The Parties, and all persons, will keep confidential:
 - a) all oral and written information disclosed in the collaborative negotiations; and
 - b) the fact that the information has been disclosed.
13. The Parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the collaborative negotiations, any oral or written information disclosed in or arising from the collaborative negotiations, including:
 - a) any documents of other Parties produced in the course of the collaborative negotiations that are not otherwise produced or producible in that proceeding;
 - b) any views expressed, or suggestions made, by any Party in respect of a possible settlement of the Disagreement;
 - c) any admissions made by any Party in the course of the collaborative negotiations, unless otherwise stipulated by the admitting Party; and

- d) the fact that any Party has indicated a willingness to make or accept a proposal for settlement.
14. Paragraphs 12 and 13 do not apply:
- a) in any proceeding for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of the collaborative negotiation;
 - b) if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
 - c) if the oral or written information referred to in paragraphs 12 and 13 is in the public forum.
15. For greater certainty, nothing in paragraph 13 precludes a Party from relying on or introducing as evidence in any proceeding any documents that:
- a) are produced by that Party in the course of the collaborative negotiations; and
 - b) are otherwise producible.

RIGHT TO WITHDRAW

16. A Participating Party may withdraw from collaborative negotiations at any time.

TERMINATION OF COLLABORATIVE NEGOTIATIONS

17. Collaborative negotiations are terminated when any of the following occurs:
- a) the expiration of:
 - i) 30 days; or
 - ii) in the case of collaborative negotiations in the circumstances described in 25.2.2 c. of the Chapter, 120 days after the first scheduled negotiation meeting, or any longer period agreed to by the Participating Parties in writing;
 - b) a Participating Party directly engaged in the Disagreement withdraws from the collaborative negotiations under paragraph 16;
 - c) the Participating Parties agree in writing to terminate the collaborative negotiations; or
 - d) the Participating Parties directly engaged in the Disagreement sign a written agreement resolving the Disagreement.

APPENDIX Y-3 MEDIATION

DEFINITIONS

1. In this Appendix “**Chapter**” means Chapter 25 Dispute Resolution.

GENERAL

2. A mediation commences on the date the Parties directly engaged in the Disagreement have agreed to use mediation, or are deemed to have agreed to use mediation, in accordance with 25.6.5 of the Chapter.

APPOINTMENT OF MEDIATOR

3. A mediation will be conducted by one mediator jointly appointed by the Participating Parties.
4. A mediator will be:
 - a) an experienced and skilled mediator, preferably with unique qualities or specialized knowledge that would be of assistance in the circumstances of the Disagreement; and
 - b) independent and impartial.
5. If the Participating Parties fail to agree on a mediator within 15 days after commencement of a mediation, the appointment will be made by the Neutral Appointing Authority on the written request of a Participating Party that is copied to the other Participating Parties.
6. Subject to any limitations agreed to by the Participating Parties, a mediator may employ reasonable and necessary administrative or other support services.

REQUIREMENT TO WITHDRAW

7. At any time a Participating Party may give the mediator and the other Participating Parties a written notice, with or without reasons, requiring the mediator to withdraw from the mediation on the grounds that the Participating Party has justifiable doubts as to the mediator’s independence or impartiality.
8. On receipt of a written notice in accordance with paragraph 7, the mediator will immediately withdraw from the mediation.
9. An individual who is Maa-nulth-aht or a Maa-nulth First Nation Citizen, or related to Maa-nulth-aht or a Maa-nulth First Nation Citizen, will not be required to withdraw

in accordance with paragraph 7 solely on the grounds of that citizenship or relationship.

END OF APPOINTMENT

10. A mediator's appointment terminates if:
 - a) the mediator is required to withdraw in accordance with paragraph 8;
 - b) the mediator withdraws from office for any reason; or
 - c) the Participating Parties agree to the termination.
11. If a mediator's appointment terminates, a replacement mediator will be appointed in accordance with paragraphs 3 to 5 within the required time commencing from the date of the termination of the appointment.

REPRESENTATION

12. A Participating Party may attend a mediation with or without legal counsel or other advisor.
13. If a mediator is a lawyer, the mediator will not act as legal counsel for any Participating Party.
14. At the commencement of the first meeting of a mediation, each Participating Party will advise the mediator and the other Participating Parties of any limitations on the authority of its representatives.

CONDUCT OF MEDIATION

15. The Participating Parties will:
 - a) make a serious attempt to resolve the Disagreement by:
 - i) identifying underlying interests;
 - ii) isolating points of agreement and disagreement;
 - iii) exploring alternative solutions; and
 - iv) considering compromises or accommodations; and
 - b) cooperate fully with the mediator and give prompt attention to, and respond to, all communications from the mediator.
16. A mediator may conduct a mediation in any manner the mediator considers necessary and appropriate to assist the Participating Parties to resolve the Disagreement in a fair, efficient and cost-effective manner.

17. Within seven days of appointment of a mediator, each Participating Party will deliver a written summary to the mediator of the relevant facts, the issues in the Disagreement, and its viewpoint in respect of them and the mediator will deliver copies of the summaries to each Participating Party at the end of the seven day period.
18. A mediator may conduct a mediation in joint meetings or private caucus convened at locations the mediator designates after consulting the Participating Parties.
19. Disclosures made by any Participating Party to a mediator in private caucus will not be disclosed by the mediator to any other Participating Party without the consent of the disclosing Participating Party.
20. No transcript or recording will be kept of a mediation meeting but this does not prevent a person from keeping notes of the negotiations.

CONFIDENTIALITY

21. In order to assist in the resolution of a Disagreement, a mediation will not be open to the public.
22. The Parties, and all persons, will keep confidential:
 - a) all oral and written information disclosed in the mediation; and
 - b) the fact that this information has been disclosed.
23. The Parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the mediation, any oral or written information disclosed in or arising from the mediation, including:
 - a) any documents of other Parties produced in the course of the mediation that are not otherwise produced or producible in that proceeding;
 - b) any views expressed, or suggestions, or proposals made in respect of a possible settlement of the Disagreement;
 - c) any admissions made by any Party in the course of the mediation, unless otherwise stipulated by the admitting Party;
 - d) any recommendations for settlement made by the mediator; and
 - e) the fact that any Party has indicated a willingness to make or accept a proposal or recommendation for settlement.
24. Paragraphs 22 and 23 do not apply:

- a) in any proceeding for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of a mediation;
 - b) if the adjudicator in any proceeding determines that the interests of public or the administration of justice outweigh the need for confidentiality; or
 - c) if the oral or written information referred to in paragraphs 22 and 23 is in the public forum.
25. For greater certainty, nothing in paragraph 23 precludes a Party from relying on or introducing as evidence in any proceeding any documents that:
- a) are produced by that Party in the course of mediation; and
 - b) are otherwise producible.
26. A mediator, or anyone retained or employed by the mediator, is not compellable in any proceeding to give evidence about any oral and written information acquired or opinion formed by that person as a result of the mediation, and all Parties will oppose any effort to have that person or that information subpoenaed.
27. A mediator, or anyone retained or employed by the mediator, is disqualified as a consultant or expert in any proceeding relating to the Disagreement, including any proceeding that involves persons not a Participating Party to the mediation.

REFERRAL OF ISSUES TO OTHER PROCESSES

28. During a mediation the Participating Parties may agree to refer particular issues in the Disagreement to independent fact-finders, expert panels or other processes for opinions or findings that may assist them in the resolution of the Disagreement, and in that event, the Participating Parties will specify:
- a) the terms of reference for the process;
 - b) the time within which the process will be concluded; and
 - c) how the costs of the process are to be allocated to the Participating Parties.
29. The time specified for concluding a mediation will be extended for 15 days following receipt of the findings or opinions rendered in a process described in paragraph 28.

RIGHT TO WITHDRAW

30. A Participating Party may withdraw from a mediation at any time by giving written notice of its intent to the mediator.
31. Before a withdrawal is effective, the withdrawing Participating Party will:

- a) speak with the mediator;
- b) disclose its reasons for withdrawing; and
- c) give the mediator the opportunity to discuss the consequences of withdrawal.

TERMINATION OF MEDIATION

32. A mediation is terminated when any of the following occurs:
- a) subject to paragraph 29, the expiration of 30 days after the appointment of the last mediator appointed to assist the Parties in resolving the Disagreement, or any longer period agreed by the Participating Parties in writing;
 - b) the Participating Parties have agreed in writing to terminate the mediation or not to appoint a replacement mediator in accordance with paragraph 11;
 - c) a Participating Party directly engaged in the Disagreement withdraws from the mediation in accordance with paragraph 30; or
 - d) the Participating Parties directly engaged in the Disagreement sign a written agreement resolving the Disagreement.

MEDIATOR RECOMMENDATION

33. If a mediation is terminated without the Parties who are directly engaged in the Disagreement reaching agreement, the Parties who are directly engaged in the Disagreement may agree to request the mediator to give a written non-binding recommendation for settlement, but the mediator may decline the request without reasons.
34. Within 15 days after delivery of a mediator's recommendation in accordance with paragraph 33, the Participating Parties will meet with the mediator to attempt to resolve the Disagreement.

COSTS

35. A Participating Party withdrawing from a mediation in accordance with paragraph 30 is not responsible for any costs of the mediation that are incurred after the date that Participating Party's withdrawal takes effect.

APPENDIX Y-4 TECHNICAL ADVISORY PANEL

DEFINITIONS

1. In this Appendix:
 - a) **“Chapter”** means Chapter 25 Dispute Resolution;
 - b) **“Member”** means a member of the Panel;
 - c) **“Panel”** means a technical advisory panel appointed in accordance with this Appendix; and
 - d) **“Reference”** means a reference of a Disagreement to the Panel.

GENERAL

2. A question of law may not be referred to a Panel.
3. A Reference commences on the date the Parties directly engaged in the Disagreement have agreed in writing to use a Panel in accordance with 25.6.5 of the Chapter.

APPOINTMENT OF PANEL MEMBERS

4. A Panel will have three Members unless the Participating Parties agree on a Panel of five Members.
5. A Member will be skilled and knowledgeable in the technical or scientific subject matter or issues of the Disagreement.
6. If there are two Participating Parties and the Panel will have:
 - a) three Members, each Participating Party will appoint one Member and the two appointed Members will jointly appoint the third Member; or
 - b) five Members, each Participating Party will appoint two Members and the four appointed Members will jointly appoint the fifth Member.
7. If there are three Participating Parties and the Panel will have:
 - a) three Members, each Participating Party will appoint one Member; or
 - b) five Members, each Participating Party will appoint one Member and the three appointed Members will jointly appoint the fourth and fifth Members.

8. In the appointment procedures contemplated by paragraphs 6 and 7, if:
- a) a Participating Party fails to appoint the required number of Members within 30 days after commencement of the Reference; or
 - b) the appointing Members fail to appoint the required number of additional Members within 15 days after the last appointing Member was appointed,
- the required appointments will be made by the Neutral Appointing Authority on the written request of a Participating Party that is copied to the other Participating Parties.

END OF APPOINTMENT

9. The appointment of a Member who is jointly appointed by the Participating Parties, by the appointing Members or by the Neutral Appointing Authority, terminates if:
- a) the Member withdraws from office for any reason; or
 - b) the Participating Parties agree to the termination.
10. The appointment of a Member appointed by one Participating Party, or by the Neutral Appointing Authority in place of the Participating Party, terminates if:
- a) the Member withdraws from office for any reason; or
 - b) the appointing Participating Party terminates the appointment.
11. If the appointment of a Member jointly appointed by the Participating Parties, by the appointing Members, or by the Neutral Appointing Authority in place of the Participating Parties or Members, terminates, a replacement Member will be appointed in accordance with paragraph 6 or 7, as applicable, within the required time commencing from the termination of the former Member's appointment.
12. Subject to paragraph 13, if the appointment of a Member appointed by one Participating Party or by the Neutral Appointing Authority in place of the Participating Party terminates, a replacement Member will be appointed in accordance with paragraph 6 or 7, as applicable, within the required time commencing from the termination of the former Member's appointment.
13. A Participating Party may elect not to replace a Member it had appointed but the Participating Party may not withdraw from the Reference except as permitted in accordance with paragraphs 31 to 35.

TERMS OF REFERENCE

14. Not more than 15 days after the appointment of the last Member of a Panel, the Participating Parties will provide the Panel with written terms of reference that set out at least the following:
 - a) the Participating Parties to the Disagreement;
 - b) the subject matter or issues of the Disagreement;
 - c) the kind of assistance that the Participating Parties request from the Panel, including giving advice, making determinations, finding facts, conducting, evaluating and reporting on studies and making recommendations;
 - d) the time period within which the Participating Parties request the assistance to be provided;
 - e) the time periods or stages of the Reference at the conclusion of which the Panel will provide the Participating Parties with written interim reports on the Panel's progress on the referral and on expenditures in the budget contemplated by paragraph 16 as they relate to that progress;
 - f) the time within which the Panel will provide the Parties with the budget contemplated by paragraph 16; and
 - g) any limitations on the application of paragraphs 36 to 42 to the Reference.
15. The Participating Parties may discuss the proposed terms of reference with the Panel before they are finally settled.
16. Within the time referred to in paragraph 14 f), the Panel will provide the Participating Parties with a budget for the costs of conducting the Reference, including:
 - a) fees to be paid to the Members who have been jointly appointed by the Participating Parties, by appointing Members, or by the Neutral Appointing Authority;
 - b) costs of required travel, food and accommodation of Members who have been jointly appointed by the Participating Parties, by appointing Members or by the Neutral Appointing Authority;
 - c) costs of any required administrative assistance; and
 - d) costs of any studies.
17. The Participating Parties will consider the budget submitted by the Panel and approve that budget with any amendments agreed by the Participating Parties before the Panel undertakes any activities under the Reference.

18. The Participating Parties are not responsible for any costs incurred by the Panel that are in excess of those approved in accordance with paragraph 17, and the Panel is not authorized to incur any costs beyond that amount without obtaining prior written approval from all the Participating Parties.
19. The Participating Parties may amend the written terms of Reference or the budget from time to time as they consider necessary, or on recommendation of the Panel.

CONDUCT OF REFERENCE TO PANEL

20. The Participating Parties will:
 - a) cooperate fully with the Panel;
 - b) comply with any requests made by the Panel as permitted or required in this Appendix; and
 - c) give prompt attention to and respond to all communications from the Panel.
21. Subject to any limitations or requirements in the terms of Reference given and the limits of the budget approved in accordance with paragraphs 17 to 19, the Panel may conduct its Reference using any procedure it considers necessary or appropriate, including holding a hearing.
22. If a hearing is held, the hearing will be conducted as efficiently as possible and in the manner the Panel specifies, after consultation with the Participating Parties.
23. If a hearing is held, the Panel will give the Parties reasonable written notice of the hearing date, which notice will, in any event, be not less than seven days.
24. No transcript or recording will be kept of a hearing, but this does not prevent an individual attending the hearing from keeping notes of the hearing.
25. The legal rules of evidence do not apply to a hearing before the Panel.
26. The Panel will give the Participating Parties the interim and final written reports specified in its terms of Reference within the required times.
27. A report of the Panel is not binding on the Participating Parties.

PANEL BUSINESS

28. A Panel will appoint one of its Members to act as chair of the Panel.
29. The chair of a Panel is responsible for all communications between the Panel, the Participating Parties and any other person to whom the Panel wishes to communicate, but this does not preclude a Member from communicating informally with a Participating Party.

30. A Panel will make every reasonable effort to conduct its business, and fulfill its obligations in accordance with its terms of Reference, by consensus, but:
- a) if consensus is not possible, by actions approved by a majority of its Members; or
 - b) if a majority is not possible, by actions approved by the chair of the Panel.

RIGHT TO WITHDRAW

31. If one of two Participating Parties to a Reference, or two of three Participating Parties to a Reference, are not satisfied with the progress of the Reference:
- a) after receipt of an interim report; or
 - b) as a result of the Panel's failure to submit an interim report within the required time,

the dissatisfied Participating Party or Participating Parties, as the case may be, may give written notice to the Panel and the other Participating Parties that the Participating Party or Participating Parties are withdrawing from the Reference and that the Reference is terminated.

32. If one of three Participating Parties to a Reference is not satisfied with the progress of the Reference:
- a) after receipt of an interim report; or
 - b) as a result of the Panel's failure to submit an interim report within the required time,

the dissatisfied Participating Party may give written notice to the Panel and the other Participating Parties that it is withdrawing from the Reference.

33. Two Participating Parties who receive a notice in accordance with paragraph 32 will advise the Panel in writing that they have agreed:
- a) to terminate the Reference; or
 - b) to continue the Reference.
34. If no Participating Party gives a notice in accordance with paragraphs 31 or 32 within 10 days after:
- a) receipt of an interim report; or
 - b) the time required to submit an interim report,

all Participating Parties will be deemed to be satisfied with the progress of the Reference until submission of the next required interim report.

35. No Participating Party may withdraw from a Reference except as permitted in accordance with paragraph 31 to 34.

CONFIDENTIALITY

36. The Participating Parties may, by agreement recorded in the terms of reference of the Panel in paragraph 14, limit the application of all or any part of paragraphs 37 to 42 in a Reference.
37. In order to assist in the resolution of the Disagreement, a Reference will not be open to the public.
38. The Parties, and all persons, will keep confidential:
- a) all oral and written information disclosed in the Reference; and
 - b) the fact that this information has been disclosed.
39. The Parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the Reference, any oral or written information disclosed in or arising from the Reference, including:
- a) any documents of other Parties produced in the course of the Reference that are not otherwise produced or producible in that proceeding;
 - b) any views expressed, or suggestions made, in respect of a possible settlement of the Disagreement;
 - c) any admissions made by any Party in the course of the Reference, unless otherwise stipulated by the admitting Party;
 - d) the fact that any Party has indicated a willingness to make or accept a proposal or recommendation for settlement; and
 - e) any reports of the Panel.
40. Paragraphs 38 and 39 do not apply:
- a) in any proceeding for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of the Reference;
 - b) if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or

- c) if the oral or written information referred to in those paragraphs is in the public forum.
41. For greater certainty, nothing in paragraph 39 precludes a Party from relying on or introducing as evidence in any proceeding any documents that:
- a) are produced by that Party in the Reference; and
 - b) are otherwise producible.
42. A Member, or anyone retained or employed by the Member, is not compellable in any proceeding to give evidence about any oral or written information acquired or opinion formed by that person as a result of the Reference, and all Parties will oppose any effort to have that person or that information subpoenaed.
43. A Member, or anyone retained or employed by the Member, is disqualified as a consultant or expert in any proceeding relating to the Disagreement, including any proceeding that involves persons not a Party to the Reference.

ATTEMPT TO RESOLVE AFTER REPORT

44. Within 21 days after receipt of the final written report of a Panel, the Participating Parties will meet and make an effort to resolve the Disagreement taking into account the report of the Panel or any other considerations.
45. If the Participating Parties and the Panel agree, the Members of a Panel may attend the meeting contemplated by paragraph 44 and provide any necessary assistance to the Participating Parties.

TERMINATION OF REFERENCE TO PANEL

46. A Reference is terminated when any of the following occurs:
- a) the Reference has been terminated as permitted in accordance with paragraph 31 or 33;
 - b) the expiration of 30 days after receipt of the final report of the Panel, or any longer period agreed by the Participating Parties in writing; or
 - c) the Participating Parties directly engaged in the Disagreement sign a written agreement resolving the Disagreement.

COSTS

47. A Participating Party is not responsible for sharing any costs of the Reference that were incurred after the date that Participating Party notified the other Participating Parties, in accordance with paragraph 32, of its withdrawal from the Reference.

APPENDIX Y-5 NEUTRAL EVALUATION

DEFINITION

1. In this Appendix “**Chapter**” means Chapter 25 Dispute Resolution.

GENERAL

2. A neutral evaluation commences on the date that the Parties directly engaged in the Disagreement have agreed to use neutral evaluation in accordance with 25.6.5 of the Chapter.

APPOINTMENT OF NEUTRAL EVALUATOR

3. A neutral evaluation will be conducted by one individual jointly appointed by the Participating Parties.
4. A neutral evaluator will be:
 - a) experienced or skilled in the subject matter or issues of the Disagreement; and
 - b) independent and impartial.
5. If the Participating Parties fail to agree on a neutral evaluator within 21 days after commencement of a neutral evaluation, the appointment will be made by the Neutral Appointing Authority on the written request of a Participating Party that is copied to the other Participating Parties.
6. Subject to any limitations agreed to by the Participating Parties, a neutral evaluator may employ reasonable and necessary administrative or other support services.

REQUIREMENT TO WITHDRAW

7. At any time a Participating Party may give a neutral evaluator and the other Participating Parties a written notice, with or without reasons, requiring the neutral evaluator to withdraw from the neutral evaluation on the grounds that the Participating Party has justifiable doubts as to the neutral evaluator’s independence or impartiality.
8. On receipt of a written notice in accordance with paragraph 7, the neutral evaluator will immediately withdraw from the neutral evaluation.
9. An individual who is a Maa-nulth-aht or a Maa-nulth First Nation Citizen, or related to a Maa-nulth-aht or Maa-nulth First Nation Citizen, will not be required to

withdraw in accordance with paragraph 7 solely on the grounds of that citizenship or relationship.

END OF APPOINTMENT

10. A neutral evaluator's appointment terminates if:
 - a) the neutral evaluator is required to withdraw in accordance with paragraph 8;
 - b) the neutral evaluator withdraws from, or is unable to perform the duties of, office for any reason; or
 - c) the Participating Parties agree to the termination.
11. If a neutral evaluator's appointment terminates, a replacement will be appointed in accordance with paragraph 5 within the required time commencing from the date of the termination of the appointment.

COMMUNICATIONS

12. Except with respect to administrative details or a meeting in accordance with paragraph 31, the Participating Parties will not communicate with the neutral evaluator:
 - a) orally except in the presence of all Participating Parties; or
 - b) in writing without immediately sending a copy of that communication to all Participating Parties.
13. Paragraph 12 also applies to any communication by a neutral evaluator to the Participating Parties.

CONDUCT OF NEUTRAL EVALUATION

14. The Participating Parties will:
 - a) cooperate fully with the neutral evaluator;
 - b) comply with any requests made by the neutral evaluator as permitted or required by this Appendix; and
 - c) give prompt attention to and respond to all communications from the neutral evaluator.
15. A neutral evaluation will be conducted only on the basis of documents submitted by the Parties in accordance with paragraph 20 unless the Participating Parties agree to, or the neutral evaluator requires, additional submissions or other forms of evidence.

16. If a hearing is held, the hearing will be conducted as efficiently as possible and in the manner the neutral evaluator specifies, after consultation with the Participating Parties.
17. If a hearing is held, the neutral evaluator will give the Participating Parties reasonable written notice of the hearing date, which notice will, in any event, be not less than seven days.
18. No transcript or recording will be kept of a hearing, but this does not prevent an individual attending the hearing from keeping notes of the hearing.
19. The legal rules of evidence do not apply to a neutral evaluation.
20. Within 15 days after the appointment of a neutral evaluator, each Participating Party will deliver to the other Participating Parties and to the neutral evaluator a written submission respecting the Disagreement, including facts upon which the Participating Parties agree or disagree, and copies of any documents, affidavits and exhibits on which the Participating Party relies.
21. Within 21 days after the appointment of a neutral evaluator, a Participating Party may submit a reply to the submission of any other Participating Party and, in that event, will provide copies of the reply to the Participating Party and the neutral evaluator.

CONFIDENTIALITY

22. In order to assist in the resolution of the Disagreement, a neutral evaluation will not be open to the public.
23. The Parties, and all persons, will keep confidential:
 - a) all oral and written information disclosed in the neutral evaluation; and
 - b) the fact that this information has been disclosed.
24. The Parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the neutral evaluation, any oral or written information disclosed in or arising from the neutral evaluation, including:
 - a) any documents of other Parties produced in the course of the neutral evaluation which are not otherwise produced or producible in that proceeding;
 - b) any views expressed, or suggestions made, in respect of a possible settlement of the Disagreement;
 - c) any admissions made by any Party in the course of the neutral evaluation, unless otherwise stipulated by the admitting Party;

- d) the fact that any Party has indicated a willingness to make or accept a proposal for settlement; and
- e) subject to paragraph 29, the opinion of the neutral evaluator.

25. Paragraphs 23 and 24 do not apply:

- a) in any proceedings for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of a neutral evaluation;
- b) if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
- c) if the oral or written information is in the public forum.

26. For greater certainty, nothing in paragraph 24 precludes a Party from relying on or introducing as evidence in any proceeding any documents that:

- a) are produced by that Party in the course of the neutral evaluation; and
- b) are otherwise producible.

27. A neutral evaluator, or anyone retained or employed by the neutral evaluator, is not compellable in any proceedings to give evidence about any oral and written information acquired or opinion formed by that person as a result of a neutral evaluation under this Appendix, and all Parties will oppose any effort to have that person or that information subpoenaed.

28. A neutral evaluator and anyone retained or employed by the neutral evaluator is disqualified as a consultant or expert in any proceeding relating to the Disagreement, including any proceeding that involves persons not a Party to the neutral evaluation.

29. Notwithstanding paragraphs 23 to 27, after an Arbitral Tribunal as defined in Appendix Y-6 has delivered its final Arbitral Award as defined in Appendix Y-6, or a court has referred its decision, in respect of a Disagreement, a Party, for the purpose only of making a submission on the allocation of costs of that arbitral or judicial proceeding, may give to the Arbitral Tribunal or the court a copy of:

- a) the neutral evaluator's opinion respecting that Disagreement; or
- b) the neutral evaluator's notice of termination in accordance with paragraph 7.

NON-BINDING OPINION

30. Within 21 days after the later of:

- a) delivery of the last submission required or permitted in a neutral evaluation under this Appendix; or

- b) completion of a hearing,

the neutral evaluator will deliver to the Participating Parties a written opinion with reasons in respect of the probable disposition of the Disagreement should it be submitted to arbitral or judicial proceedings, as the case may be, in accordance with the Chapter.

- 31. An opinion contemplated by paragraph 30 is not binding on the Parties.

ATTEMPT TO RESOLVE AFTER OPINION

- 32. Within 21 days after delivery of an opinion contemplated by paragraph 30, the Parties will meet and make an effort to resolve the Disagreement, taking into account the opinion of the neutral evaluator or any other considerations.
- 33. If the Parties and the neutral evaluator agree, the neutral evaluator may attend a meeting contemplated by paragraph 32 and provide any necessary assistance to the Parties.

FAILURE TO COMPLY

- 34. If a Participating Party fails to participate in the neutral evaluation as contemplated in paragraphs 14 to 21, the neutral evaluator may:
 - a) provide an opinion based solely upon the information and submissions they have obtained; or
 - b) give a written notice of termination of the neutral evaluation
 and, in either event, the neutral evaluator will record that Participating Party's failure.

TERMINATION OF NEUTRAL EVALUATION

- 35. A neutral evaluation is terminated when any of the following occurs:
 - a) the neutral evaluator gives a notice of termination in accordance with paragraph 34 b);
 - b) the expiration of 30 days after receipt of an opinion in accordance with paragraphs 30 or 34, as the case may be, or any longer period agreed by the Participating Parties;
 - c) all the Participating Parties directly engaged in the Disagreement agree in writing to terminate the evaluation; or
 - d) all the Participating Parties directly engaged in the Disagreement sign a written agreement resolving the Disagreement.

COSTS

36. A Participating Party that has failed to participate in a neutral evaluation as contemplated in paragraphs 14 to 21 is responsible for its share of the costs of the neutral evaluation, despite its failure to participate.

NEUTRAL EVALUATION – FEDERAL EXPROPRIATION

37. Where the matters referred to the neutral evaluator is an objection to a proposed expropriation of an Interest in Maa-nulth First Nation Lands under 2.12.0, the following abridgement of time limits applies to the neutral evaluation process set out in this Appendix, unless the Participating Parties otherwise agree in writing:
- a. under paragraph 5, the Participating Parties must agree to a neutral evaluator within 7 days after the commencement of a neutral evaluation; and
 - b. under paragraph 16, if a hearing is held it must be held within 35 days of the commencement of a neutral evaluation.
38. Where the matter referred to the neutral evaluator is an objection to a proposed expropriation of an Interest in Maa-nulth First Nation Lands under 2.12.0, paragraphs 32, 33, 34 b) and 35 a) of this Appendix do not apply to the neutral evaluation.
39. For greater certainty, a neutral evaluation concerning an objection by the Maa-nulth First Nation to a proposed expropriation by a Federal Expropriating Authority of an Interest in Maa-nulth First Nation Lands commences for the purposes of paragraph 2 of this Appendix on the day that notice in writing is received by the Federal Expropriating Authority.

APPENDIX Y-6 ARBITRATION

DEFINITIONS

1. In this Appendix:
 - a) **“Applicant”** means:
 - i) in an arbitration commenced in accordance with 25.9.1 of the Chapter, the Party that delivered the notice of arbitration, and
 - ii) in an arbitration commenced in accordance with 25.9.2 of the Chapter, the Party that the Participating Parties have agreed will be the Applicant in the agreement to arbitrate;
 - b) **“Arbitral Award”** means any decision of the Arbitral Tribunal on the substance of the Disagreement submitted to it and includes:
 - i) an interim award, including an interim award made for the preservation of property; and
 - ii) an award of interest or costs;
 - c) **“Arbitral Tribunal”** means a single arbitrator or a panel of arbitrators appointed in accordance with this Appendix;
 - d) **“Arbitral Agreement”** includes
 - i) the requirement to refer to arbitration Disagreements described in 25.9.1 of the Chapter; and
 - ii) an agreement to arbitrate a Disagreement as described in 25.9.2 of the Chapter;
 - e) **“Chapter”** means Chapter 25 Dispute Resolution;
 - f) **“Respondent”** means a Participating Party other than the Applicant;
 - g) **“Supreme Court”** means the Supreme Court of British Columbia.

GENERAL

2. A reference in this Appendix, other than in paragraph 88 or 117 a), to a claim, applies to a counterclaim, and a reference in this Appendix to a defence, applies to a defence to a counterclaim.

3. Notwithstanding 25.1.4 of the Chapter, the Participating Parties may not vary paragraph 54 or 98.

COMMUNICATIONS

4. Except in respect of administrative details, the Participating Parties will not communicate with the Arbitral Tribunal:
 - a) orally, except in the presence of all other Participating Parties; or
 - b) in writing, without immediately sending a copy of that communication to all other Participating Parties.
5. Paragraph 4 also applies to any communication by the Arbitral Tribunal to the Participating Parties.

WAIVER OF RIGHT TO OBJECT

6. A Participating Party that knows that:
 - a) any provision of this Appendix; or
 - b) any requirement under the Agreement or Arbitral Agreement,has not been complied with, and yet proceeds with the arbitration without stating its objection to non-compliance without undue delay or, if a time limit is provided for stating that objection, within that period of time, will be deemed to have waived its right to object.
7. In paragraph 6 a) “any provision of this Appendix” means any provision of this Appendix in respect of which the Participating Parties may otherwise agree.

EXTENT OF JUDICIAL INTERVENTION

8. In matters governed by this Appendix:
 - a) no court will intervene except as provided in this Appendix; and
 - b) no arbitral proceeding of an Arbitral Tribunal, or an order, ruling or Arbitral Award made by an Arbitral Tribunal, will be questioned, reviewed or restrained by a proceeding under any Provincial Law or Federal Law that permits judicial review except to the extent provided in this Appendix.

CONSTRUCTION OF APPENDIX

9. In construing a provision of this Appendix, a court or Arbitral Tribunal may refer to the documents of the United Nations Commission on International Trade Law and its

working group respecting the preparation of the UNCITRAL Model Arbitration Law and will give those documents the weight that is appropriate in the circumstances.

STAY OF LEGAL PROCEEDINGS

10. If a Participating Party commences legal proceedings in a court against another Participating Party in respect of a Disagreement required or agreed to be submitted to arbitration in accordance with 25.9.1 or 25.9.2 of the Chapter, a Participating Party to the legal proceedings may, before or after entering an appearance, and before delivery of any pleadings or taking any other step in the proceedings, apply to that court to stay the proceedings.
11. In an application contemplated by paragraph 10, the court will make an order staying the legal proceedings unless it determines that:
 - a) the Arbitral Agreement is null and void, inoperative or incapable of being performed; or
 - b) the legal proceedings are in accordance with the Chapter.
12. An arbitration may be commenced or continued, and an Arbitral Award made, even if an application has been brought in accordance with paragraph 10, and the issue is pending before the court.

INTERIM MEASURES BY COURT

13. It is not incompatible with an Arbitral Agreement for a Participating Party to request from a court, before or during arbitral proceedings, an interim measure of protection as provided in 25.3.4 of the Chapter, and for a court to grant that measure.

COMMENCEMENT OF ARBITRAL PROCEEDINGS

14. The arbitral proceedings in respect of a Disagreement:
 - a) required to be arbitrated in accordance with 25.9.1 of the Chapter, commences on delivery of the notice of arbitration to the Participating Parties; or
 - b) agreed to be arbitrated in accordance with 25.9.2 of the Chapter, commences on the date of the Arbitral Agreement.

NOTICE OF ARBITRATION

15. A notice of arbitration contemplated by 25.9.1 of the Chapter will be in writing and contain the following information:
 - a) a statement of the subject matter or issues of the Disagreement;
 - b) a requirement that the Disagreement be referred to arbitration;

- c) the remedy sought;
- d) the suggested number of arbitrators; and
- e) any preferred qualifications of the arbitrators.

16. A notice of arbitration contemplated by paragraph 15 may contain the names of any proposed arbitrators, including the information specified in paragraph 18.

ARBITRATORS

17. In an arbitration:

- a) required to be arbitrated in accordance with 25.9.1 of the Chapter, there will be three arbitrators; and
- b) agreed to be arbitrated in accordance with 25.9.2 of the Chapter, there will be one arbitrator.

18. A person eligible for appointment as:

- a) a single arbitrator or as chair of an Arbitral Tribunal will be an experienced arbitrator or arbitration counsel or have had training in arbitral procedure; and
- b) a single arbitrator or as a member of an arbitral panel:
 - i) will be independent and impartial; and
 - ii) preferably, will have knowledge of, or experience in, the subject matter or issues of the Disagreement.

APPOINTMENT OF ARBITRATORS

19. A Participating Party proposing the name of an arbitrator to another Participating Party in accordance with paragraph 16 will also submit a copy of that individual's résumé and the statement that individual is required to make in accordance with paragraph 27.

20. In an arbitration with a single arbitrator, if the Participating Parties fail to agree on the arbitrator within 30 days after the commencement of the arbitration, the appointment will be made by the Neutral Appointing Authority, on the written request of a Participating Party that is copied to the other Participating Parties.

21. In an arbitration with three arbitrators and two Participating Parties, each Participating Party will appoint one arbitrator, and the two appointed arbitrators will appoint the third arbitrator.

22. In the appointment procedure contemplated by paragraph 21, if:

- a) a Participating Party fails to appoint an arbitrator within 30 days after the commencement of the arbitration; or
- b) the two appointed arbitrators fail to agree on the third arbitrator within 30 days after the last of them was appointed,

the appointment will be made by the Neutral Appointing Authority, on the written request of a Participating Party that is copied to the other Participating Parties.

- 23. In an arbitration with three arbitrators and three Participating Parties, the three Participating Parties will jointly appoint the three arbitrators.
- 24. In the arbitration procedure contemplated by paragraph 23, if the three Participating Parties fail to agree on the three arbitrators within 60 days after the commencement of the arbitration, the appointments will be made by the Neutral Appointing Authority, on the written request of a Participating Party copied to the other Participating Parties.
- 25. In an arbitration procedure contemplated by paragraphs 21 or 23, the three arbitrators will select a chair of the Arbitral Tribunal. In the event that the three arbitrators are unable to agree on the selection of a chair before the pre-hearing meeting, they will so advise the Neutral Appointing Authority in writing and the Neutral Appointing Authority will select a chair.
- 26. The Neutral Appointing Authority, in appointing an arbitrator, will have due regard to:
 - a) any qualifications required of the arbitrator as set out in paragraph 18 or as otherwise agreed in writing by the Participating Parties; and
 - b) other considerations as are likely to secure the appointment of an independent and impartial arbitrator or chair.

GROUND FOR CHALLENGE

- 27. When an individual is approached in connection with possible appointment as an arbitrator, that individual will provide a written statement:
 - a) disclosing any circumstances likely to give rise to justifiable doubts as to his or her independence or impartiality; or
 - b) advising that the individual is not aware of any circumstances of that nature and committing to disclose them if they arise or become known at a later date.
- 28. An arbitrator, from the time of appointment and throughout the arbitral proceedings, will, without delay, disclose to the Participating Parties any circumstances referred to in paragraph 27 unless the Participating Parties have already been informed of them.

29. An arbitrator may be challenged only if:
- a) circumstances exist that give rise to justifiable doubts as to the arbitrator's independence or impartiality; or
 - b) the arbitrator does not possess the qualifications set out in this Appendix or as otherwise agreed in writing by the Participating Parties.
30. A Participating Party may only challenge an arbitrator appointed by that Participating Party, or in whose appointment that Participating Party has participated, for reasons of which that Participating Party becomes aware after the appointment has been made.
31. A person who is Maa-nulth-aht or a Maa-nulth First Nation Citizen, or related to Maa-nulth-aht or a Maa-nulth First Nation Citizen, may not be challenged in accordance with paragraph 29 solely on the grounds of that citizenship or relationship.

CHALLENGE PROCEDURE

32. A Participating Party who intends to challenge an arbitrator will send to the Arbitral Tribunal a written statement of the reasons for the challenge within 15 days after becoming aware of the constitution of the Arbitral Tribunal, or after becoming aware of any circumstances referred to in paragraph 29.
33. Unless the arbitrator challenged in accordance with paragraph 32 withdraws from office, or the other Participating Parties agree to the challenge, the Arbitral Tribunal will decide on the challenge.
34. If a challenge in accordance with any procedure agreed upon by the Participating Parties or in accordance with the procedure contemplated by paragraph 32 is not successful, the challenging Participating Party, within 30 days after having received notice of the decision rejecting the challenge, may request the Neutral Appointing Authority to decide on the challenge.
35. The decision of the Neutral Appointing Authority contemplated by paragraph 34 is final and is not subject to appeal.
36. While a request contemplated by paragraph 34 is pending, the Arbitral Tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an Arbitral Award unless:
- a) the costs occasioned by proceeding before the decision of the Neutral Appointing Authority is made would unduly prejudice the Participating Parties; or
 - b) the Participating Parties agree otherwise.

FAILURE OR IMPOSSIBILITY TO ACT

37. The mandate of an arbitrator terminates if the arbitrator becomes unable at law, or as a practical matter, to perform the arbitrator's functions, or for other reasons fails to act without undue delay.
38. If a controversy remains concerning any of the grounds referred to in paragraph 37, a Participating Party may request the Neutral Appointing Authority to decide on the termination of the mandate.

TERMINATION OF MANDATE AND SUBSTITUTION OF ARBITRATOR

39. In addition to the circumstances contemplated by paragraphs 32 to 34, and 37, the mandate of an arbitrator terminates:
 - a) if the arbitrator withdraws from office for any reason; or
 - b) by, or pursuant to, agreement of the Participating Parties.
40. If the mandate of an arbitrator terminates, a replacement arbitrator will be appointed in accordance with paragraphs 19 to 26, as applicable.
41. If a single or chairing arbitrator is replaced, any hearings previously held will be repeated.
42. If an arbitrator other than a single or chairing arbitrator is replaced, any hearings previously held may be repeated at the discretion of the Arbitral Tribunal.
43. An order or ruling of the Arbitral Tribunal made before the replacement of an arbitrator in accordance with paragraph 40 is not invalid solely because there has been a change in the composition of the tribunal.

COMPETENCE OF ARBITRAL TRIBUNAL TO RULE ON ITS JURISDICTION

44. An Arbitral Tribunal may rule on its own jurisdiction.
45. A plea that an Arbitral Tribunal does not have jurisdiction will be raised not later than the submission of the statement of defence. A Participating Party is not precluded from raising that plea by the fact that the party has appointed, or participated in the appointment of, an arbitrator.
46. A plea that an Arbitral Tribunal is exceeding the scope of its jurisdiction will be made as soon as the matter alleged to be beyond the scope of its jurisdiction is raised during the arbitral proceedings.
47. An Arbitral Tribunal may, in either of the cases referred to in paragraph 45 or 46, admit a later plea if it considers the delay justified.

48. An Arbitral Tribunal may rule on a plea referred to in paragraph 45 or 46 either as a preliminary question or in the Arbitral Award.
49. If an Arbitral Tribunal rules as a preliminary question that it has jurisdiction, any Participating Party, within 15 days after having received notice of that ruling, may request the Supreme Court to decide the matter.
50. A decision of the Supreme Court contemplated by paragraph 49 is final and is not subject to appeal.
51. While a request contemplated by paragraph 49 is pending, an Arbitral Tribunal may continue the arbitral proceedings and make an Arbitral Award unless:
 - a) the costs occasioned by proceeding before the decision of the Supreme Court is made would unduly prejudice the Participating Parties; or
 - b) the Participating Parties agree otherwise.

INTERIM MEASURES ORDERED BY ARBITRAL TRIBUNAL

52. Unless otherwise agreed by the Participating Parties, the Arbitral Tribunal may, at the request of a Participating Party, order a Participating Party to take any interim measure of protection as the Arbitral Tribunal may consider necessary in respect of the subject matter of the Disagreement.
53. The Arbitral Tribunal may require a Participating Party to provide appropriate security in connection with a measure ordered in accordance with paragraph 52.

EQUAL TREATMENT OF PARTIES

54. The Participating Parties will be treated with equality and each Participating Party will be given a full opportunity to present its case.

DETERMINATION OF RULES OF PROCEDURE

55. Subject to this Appendix, the Participating Parties may agree on the procedure to be followed by the Arbitral Tribunal in conducting the proceedings.
56. Failing any agreement in accordance with paragraph 55, the Arbitral Tribunal, subject to this Appendix, may conduct the arbitration in the manner it considers appropriate.
57. The Arbitral Tribunal is not required to apply the legal rules of evidence, and may determine the admissibility, relevance, materiality and weight of any evidence.
58. The Arbitral Tribunal will make all reasonable efforts to conduct the arbitral proceedings in the most efficient, expeditious and cost effective manner as is appropriate in all the circumstances of the case.

59. The Arbitral Tribunal may extend or abridge a period of time:
- a) set in this Appendix, except the period specified in paragraph 107; or
 - b) established by the tribunal.

PRE-HEARING MEETING

60. Within 10 days after the Arbitral Tribunal is constituted, the tribunal will convene a pre-hearing meeting of the Participating Parties to reach agreement and to make any necessary orders on
- a) any procedural issues arising in accordance with this Appendix;
 - b) selection of the Arbitral Tribunal's chair;
 - c) the procedure to be followed in the arbitration;
 - d) the time periods for taking steps in the arbitration;
 - e) the scheduling of hearings or meetings, if any;
 - f) any preliminary applications or objections; and
 - g) any other matter which will assist the arbitration to proceed in an efficient and expeditious manner.
61. The Arbitral Tribunal will prepare and distribute promptly to the Parties a written record of all the business transacted, and decisions and orders made, at the pre-hearing meeting.
62. The pre-hearing meeting may be conducted by conference call.

PLACE OF ARBITRATION

63. The arbitration will take place in the Province of British Columbia.
64. Notwithstanding paragraph 63, an Arbitral Tribunal may meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the Participating Parties, or for inspection of documents, goods or other personal property or for viewing physical locations.

LANGUAGE

65. If the Arbitral Tribunal determines that it was necessary or reasonable for a Participating Party to incur the costs of translation of documents and oral presentations in the circumstances of a particular Disagreement, the Arbitral Tribunal,

on application of a Participating Party, may order that any of the costs of that translation are costs of the arbitration contemplated by 25.14.2 of the Chapter.

STATEMENTS OF CLAIM AND DEFENCE

66. Within 21 days after the Arbitral Tribunal is constituted, the Applicant will deliver a written statement to all the Participating Parties stating the facts supporting its claim or position, the points at issue and the relief or remedy sought.
67. Within 15 days after receipt of the Applicant's statement, each Respondent will deliver a written statement to all the Participating Parties stating its defence or position in respect of those particulars.
68. Each Participating Party will attach to its statement a list of documents:
 - a) upon which the Participating Party intends to rely; and
 - b) which describes each document by kind, date, author, addressee and subject matter.
69. The Participating Parties may amend or supplement their statements, including the list of documents, and deliver counter-claims and defences to counter-claims during the course of the arbitral proceedings, unless the Arbitral Tribunal considers it inappropriate to allow the amendment, supplement or additional pleadings having regard to:
 - a) the delay in making it; and
 - b) any prejudice suffered by the other Participating Parties.
70. The Participating Parties will deliver copies of all amended, supplemented or new documents delivered in accordance with paragraph 69 to all the Participating Parties.

DISCLOSURE

71. The Arbitral Tribunal may order a Participating Party to produce, within a specified time, any documents that:
 - a) have not been listed in accordance with paragraph 68;
 - b) the Participating Party has in its care, custody or control; and
 - c) the Arbitral Tribunal considers to be relevant.
72. Each Participating Party will allow the other Participating Parties the necessary access at reasonable times to inspect and take copies of all documents that it has listed in accordance with paragraph 68, or that the Arbitral Tribunal has ordered to be produced in accordance with paragraph 71.

73. The Participating Parties will prepare and send to the Arbitral Tribunal an agreed statement of facts within the time specified by the Arbitral Tribunal.
74. Not later than 21 days before a hearing commences, each Participating Party will give the other Participating Party:
- a) the name and address of any witness and a written summary or statement of the witness's evidence; and
 - b) in the case of an expert witness, a written statement or report prepared by the expert witness.
75. Not later than 15 days before a hearing commences, each Participating Party will give to the other Participating Party and the Arbitral Tribunal an assembly of all documents to be introduced at the hearing.

HEARINGS AND WRITTEN PROCEEDINGS

76. The Arbitral Tribunal will decide whether to hold hearings for the presentation of evidence or for oral argument, or whether the proceedings will be conducted on the basis of documents and other materials.
77. Unless the Participating Parties have agreed that no hearings will be held, the Arbitral Tribunal will hold hearings at an appropriate stage of the proceedings, if so requested by a Participating Party.
78. The Arbitral Tribunal will give the Participating Parties sufficient advance notice of any hearing and of any meeting of the Arbitral Tribunal for the purpose of inspection of documents, goods or other property or viewing any physical location.
79. All statements, documents or other information supplied to, or applications made to, the Arbitral Tribunal by one Participating Party will be communicated to the other Participating Parties, and any expert report, evidentiary document or case law on which the Arbitral Tribunal may rely in making its decision will be communicated to the Participating Parties.
80. Unless ordered by the Arbitral Tribunal, all hearings and meetings in arbitral proceedings, other than meetings of the Arbitral Tribunal, are open to the public.
81. The Arbitral Tribunal will schedule hearings to be held on consecutive days until completion.
82. All oral evidence will be taken in the presence of the Arbitral Tribunal and all the Participating Parties unless a Participating Party is absent by default or has waived the right to be present.
83. The Arbitral Tribunal may order any individual to be examined by the Arbitral Tribunal under oath or on affirmation in relation to the Disagreement and to produce

before the Arbitral Tribunal all relevant documents within the individual's care, custody or control.

84. The document assemblies delivered in accordance with paragraph 75 will be deemed to have been entered into evidence at the hearing without further proof and without being read out at the hearing, but a Participating Party may challenge the admissibility of any document so introduced.
85. If the Arbitral Tribunal considers it just and reasonable to do so, the Arbitral Tribunal may permit a document that was not previously listed in accordance with paragraph 68, or produced in accordance with paragraph 71 or 75, to be introduced at the hearing, but the Arbitral Tribunal may take that failure into account when fixing the costs to be awarded in the arbitration.
86. If the Arbitral Tribunal permits the evidence of a witness to be presented as a written statement, the other Participating Party may require that witness to be made available for cross examination at the hearing.
87. The Arbitral Tribunal may order a witness to appear and give evidence, and, in that event, the Participating Parties may cross examine that witness and call evidence in rebuttal.

DEFAULT OF A PARTY

88. If, without showing sufficient cause, the Applicant fails to communicate its statement of claim in accordance with paragraph 66, the Arbitral Tribunal may terminate the proceedings.
89. If, without showing sufficient cause, a Respondent fails to communicate its statement of defence in accordance with paragraph 67, the Arbitral Tribunal will continue the proceedings without treating that failure in itself as an admission of the Applicant's allegations.
90. If, without showing sufficient cause, a Participating Party fails to appear at the hearing or to produce documentary evidence, the Arbitral Tribunal may continue the proceedings and make the Arbitral Award on the evidence before it.
91. Before terminating the proceedings contemplated by paragraph 88, the Arbitral Tribunal will give all Respondents written notice providing an opportunity to file a statement of claim in respect of the Disagreement within a specified period of time.

EXPERT APPOINTED BY ARBITRAL TRIBUNAL

92. After consulting the Participating Parties, the Arbitral Tribunal may:
 - a) appoint one or more experts to report to it on specific issues to be determined by the Arbitral Tribunal; and

- b) for that purpose, require a Participating Party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other personal property or land for inspection or viewing.
93. The Arbitral Tribunal will give a copy of the expert's report to the Participating Parties who will have an opportunity to reply to it.
94. If a Participating Party so requests, or if the Arbitral Tribunal considers it necessary, the expert will, after delivery of a written or oral report, participate in a hearing where the Participating Parties will have the opportunity to cross examine the expert and to call any evidence in rebuttal.
95. The expert will, on the request of a Participating Party:
- a) make available to that Participating Party for examination all documents, goods or other property in the expert's possession, and provided to the expert in order to prepare a report; and
 - b) provide that Participating Party with a list of all documents, goods or other personal property or land not in the expert's possession but which were provided to or given access to the expert, and a description of the location of those documents, goods or other personal property or lands.

LAW APPLICABLE TO SUBSTANCE OF DISPUTE

96. An Arbitral Tribunal will decide the Disagreement in accordance with the law.
97. If the Participating Parties have expressly authorized it to do so, an Arbitral Tribunal may decide the Disagreement based upon equitable considerations.
98. In all cases, an Arbitral Tribunal will make its decisions in accordance with the spirit and intent of the Agreement.
99. Before a final Arbitral Award is made, an Arbitral Tribunal or a Participating Party, with the agreement of the other Participating Parties, may refer a question of law to the Supreme Court for a ruling.
100. A Participating Party may appeal a decision in the Supreme Court contemplated by paragraph 99 to the British Columbia Court of Appeal with leave of the British Columbia Court of Appeal. If the British Columbia Court of Appeal:
- a) refuses to grant leave to a Participating Party to appeal a ruling of the Supreme Court contemplated by paragraph 99; or
 - b) hears an appeal from a ruling of the Supreme Court contemplated by paragraph 99,

the decision of the British Columbia Court of Appeal may not be appealed to the Supreme Court of Canada.

101. While a referral contemplated by paragraph 99 is pending, the Arbitral Tribunal may continue the arbitral proceedings and make an Arbitral Award unless:
- a) the costs occasioned by proceeding before the ruling of the Supreme Court is made would unduly prejudice the Participating Parties; or
 - b) the Participating Parties agree otherwise.

DECISION MAKING BY PANEL OF ARBITRATORS

102. In arbitral proceedings with more than one arbitrator, any decision of the Arbitral Tribunal will be made by a majority of all its members.
103. If there is no majority decision on a matter to be decided, the decision of the chair of the tribunal is the decision of the tribunal.
104. Notwithstanding paragraph 102, if authorized by the Participating Parties or all the members of the Arbitral Tribunal, questions of procedure may be decided by the chair of the tribunal.

SETTLEMENT

105. If, during arbitral proceedings, those Participating Parties who are directly engaged in the Disagreement agree to settle the Disagreement, the Arbitral Tribunal will terminate the proceedings and, if requested by those Participating Parties, will record the settlement in the form of an Arbitral Award on agreed terms.
106. An Arbitral Award on agreed terms:
- a) will be made in accordance with paragraphs 108 to 110;
 - b) will state that it is an Arbitral Award; and
 - c) has the same status and effect as any other Arbitral Award on the substance of the Disagreement.

FORM AND CONTENT OF ARBITRAL AWARD

107. An Arbitral Tribunal will make its final Arbitral Award as soon as possible and, in any event, not later than 60 days after:
- a) the hearings have been closed; or
 - b) the final submission has been made,
- whichever is the later date.

108. An Arbitral Award will be made in writing, and be signed by the members of the Arbitral Tribunal.
109. An Arbitral Award will state the reasons upon which it is based, unless:
- a) the Participating Parties have agreed that no reasons are to be given; or
 - b) the award is an Arbitral Award on agreed terms contemplated by paragraphs 105 and 106.
110. A signed copy of an Arbitral Award will be delivered to all the Parties by the Arbitral Tribunal.
111. At any time during the arbitral proceedings, an Arbitral Tribunal may make an interim Arbitral Award on any matter with respect to which it may make a final Arbitral Award.
112. An Arbitral Tribunal may award interest.
113. The costs of an arbitration are in the discretion of the Arbitral Tribunal which, in making an order for costs, may:
- a) include as costs:
 - i) the fees and expenses of the arbitrators and expert witnesses;
 - ii) legal fees and expenses of the Participating Parties;
 - iii) any administration fees of a Neutral Appointing Authority; or
 - iv) any other expenses incurred in connection with the arbitral proceedings; and
 - b) specify:
 - i) the Participating Party entitled to costs;
 - ii) the Participating Party who will pay the costs;
 - iii) subject to paragraph 112, the amount of costs or method of determining that amount; and
 - iv) the manner in which the costs will be paid.

For greater certainty, for the purpose of this paragraph, all Maa-nulth First Nations who are Participating Parties are one party for the purpose of determining the sharing of costs.

114. For purposes of paragraph 113, an Arbitral Tribunal may award up to 50% of the reasonable and necessary legal fees and expenses that were actually incurred by a Participating Party, and if the legal services were provided by an employee or employees of that Participating Party, the Arbitral Tribunal may fix an amount or determine an hourly rate to be used in the calculation of the cost of those employee legal fees.

TERMINATION OF PROCEEDINGS

115. An Arbitral Tribunal will close any hearings if:
- a) the Participating Parties advise they have no further evidence to give or submissions to make; or
 - b) the tribunal considers further hearings to be unnecessary or inappropriate.
116. A final Arbitral Award, or an order of the Arbitral Tribunal in accordance with paragraph 117, terminates arbitral proceedings.
117. An Arbitral Tribunal will issue an order for the termination of the arbitral proceedings if:
- a) the Applicant withdraws its claim, unless the Respondent objects to the order and the Arbitral Tribunal recognizes a legitimate interest in obtaining a final settlement of the Disagreement;
 - b) the Participating Parties agree on the termination of the proceedings; or
 - c) the Arbitral Tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.
118. Subject to paragraphs 119 to 124 and paragraph 128, the mandate of an Arbitral Tribunal terminates with the termination of the arbitral proceedings.

CORRECTION AND INTERPRETATION OF AWARD AND ADDITIONAL AWARD

119. Within 30 days after receipt of an Arbitral Award:
- a) a Participating Party may request the Arbitral Tribunal to correct in the Arbitral Award any computation errors, any clerical or typographical errors or any other errors of a similar nature; and
 - b) a Participating Party may, if agreed by all the Participating Parties, request the Arbitral Tribunal to give an interpretation of a specific point or part of the Arbitral Award.

120. If an Arbitral Tribunal considers a request made in accordance with paragraph 119 to be justified, it will make the correction or give the interpretation within 30 days after receipt of the request and the interpretation will form part of the Arbitral Award.
121. An Arbitral Tribunal, on its own initiative, may correct any error of the type referred to in sub-paragraph 119a) within 30 days after the date of the Arbitral Award.
122. A Participating Party may request, within 30 days after receipt of an Arbitral Award, the Arbitral Tribunal to make an additional Arbitral Award respecting claims presented in the arbitral proceedings but omitted from the Arbitral Award.
123. If the Arbitral Tribunal considers a request made in accordance with paragraph 122 to be justified, it will make an additional Arbitral Award within 60 days.
124. Paragraphs 108 to 110 and paragraphs 112 to 114 apply to a correction or interpretation of an Arbitral Award made in accordance with paragraph 120 or 121, or to an additional Arbitral Award made in accordance with paragraph 123.

APPLICATION FOR SETTING ASIDE ARBITRAL AWARD

125. Subject to paragraphs 130 and 132, an Arbitral Award may be set aside by the Supreme Court, and no other court, only if a Participating Party making the application establishes that:
- a) the Participating Party making the application:
 - i) was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings; or
 - ii) was otherwise unable to present its case or respond to the other Participating Party's case;
 - b) the Arbitral Award:
 - i) deals with a Disagreement not contemplated by or not falling within the terms of the submission to arbitration; or
 - ii) contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the Arbitral Award that contains decisions on matters not submitted to arbitration may be set aside;
 - c) the composition of the Arbitral Tribunal or the arbitral procedure was not in accordance with the agreement of the Participating Parties, unless that agreement was in conflict with a provision of this Appendix from which the Participating Parties cannot derogate, or, failing any agreement, was not in accordance with this Appendix;

- d) the Arbitral Tribunal or a member of it has committed a corrupt or fraudulent act; or
- e) the award was obtained by fraud.

126. An application for setting aside may not be made more than three months:

- a) after the date on which the Participating Party making that application received the Arbitral Award; or
- b) if a request had been made in accordance with paragraph 119 or 122, after the date on which that request was disposed of by the Arbitral Tribunal.

127. An application to set aside an award on the ground that the Arbitral Tribunal or a Member of it has committed a corrupt or fraudulent act or that the award was obtained by fraud will be commenced:

- a) within the period referred to in paragraph 126; or
- b) within 30 days after the Applicant discovers or ought to have discovered the fraud or corrupt or fraudulent act,

whichever is the longer period.

128. When asked to set aside an Arbitral Award, the Supreme Court may, where it is appropriate and it is requested by a Participating Party, adjourn the proceedings to set aside the Arbitral Award for a period of time determined by it in order to give the Arbitral Tribunal an opportunity:

- a) to resume the arbitral proceedings; or
- b) to take any other action that, in the Arbitral Tribunal's opinion, will eliminate the grounds for setting aside the Arbitral Award.

129. A Party that was not a Participating Party in an arbitration will be given notice of an application made in accordance with paragraph 125, and is entitled to be a party to, and make representation on, the application.

APPEAL ON QUESTION OF LAW

130. A Participating Party may appeal an Arbitral Award to the Supreme Court with leave, on a question of law, which the Supreme Court will grant only if it is satisfied that:

- a) the importance of the result of the arbitration to the Participating Parties justifies the intervention of the court, and the determination of the point of law may prevent a miscarriage of justice; or

- b) the point of law is of general or public importance.
131. An application for leave may not be made more than three months:
- a) after the date on which the Participating Party making the application received the Arbitral Award; or
 - b) if a request had been made in accordance with paragraph 119 or 122, after the date on which that request was disposed of by the Arbitral Tribunal.
132. The Supreme Court may confirm, vary or set aside the Arbitral Award or may remit the award to the Arbitral Tribunal with directions, including the court's opinion on the question of law.
133. When asked to set aside an Arbitral Award the Supreme Court may, where it is appropriate and it is requested by a Participating Party, adjourn the proceedings to set aside the Arbitral Award for a period of time determined by it in order to give the Arbitral Tribunal an opportunity:
- a) to resume the arbitral proceedings; or
 - b) to take any other action that, in the Arbitral Tribunal's opinion, will eliminate the grounds for setting aside the Arbitral Award.
134. A Participating Party that was not a Participating Party in an arbitration will be given notice of an application made in accordance with paragraph 130 and is entitled to be a Participating Party to, and make representation on, the application.
135. A Participating Party may appeal a decision of the Supreme Court contemplated by paragraph 132 to the British Columbia Court of Appeal with leave of the British Columbia Court of Appeal.
136. If the British Columbia Court of Appeal:
- a) refuses to grant leave to a Party to appeal a ruling of the Supreme Court contemplated by paragraph 132; or
 - b) hears an appeal from a ruling of the Supreme Court contemplated by paragraph 132,
- the decision of the British Columbia Court of Appeal may not be appealed to the Supreme Court of Canada.
137. No application may be made in accordance with paragraph 130 in respect of:
- a) an Arbitral Award based upon equitable considerations as permitted in paragraph 97; or

- b) an Arbitral Award made in an arbitration commenced in accordance with 25.9.1 of the Chapter.

138. No application for leave may be brought in accordance with paragraph 130 in respect of a ruling made by the Supreme Court in accordance with paragraph 99 if the time for appealing that ruling has already expired.

RECOGNITION AND ENFORCEMENT

139. An Arbitral Award will be recognized as binding and, upon application to the Supreme Court, will be enforced, subject to 13.36.0.

140. Unless the Supreme Court orders otherwise, the Party relying on an Arbitral Award or applying for its enforcement will supply the duly authenticated original Arbitral Award or a duly certified copy of it.

GROUND FOR REFUSING ENFORCEMENT

141. Subject to paragraphs 129 and 134, a Party that was not a Participating Party in an arbitration will not bring an application in accordance with paragraph 125 or 130 to set the award aside but may resist enforcement of the award against it by bringing an application in accordance with paragraph 142.

142. On the application of a Party that was not a Participating Party in an arbitration, the Supreme Court may make an order refusing to enforce against that Party an Arbitral Award made in accordance with this Appendix if that Party establishes that:

- a) it was not given copies of:
 - i) the notice of arbitration or agreement to arbitrate; or
 - ii) the pleadings or all amendments and supplements to the pleadings;
- b) the Arbitral Tribunal refused to add the Party as a Participating Party to the arbitration in accordance with 25.9.5 of the Chapter;
- c) the Arbitral Award;
 - i) deals with a Disagreement not contemplated by or not falling within the terms of the submission to arbitration, or
 - ii) contains decisions on matters beyond the scope of the submission to arbitration,

provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the Arbitral Award which contains decisions on matters submitted to arbitration may be recognized and enforced;

- d) the Arbitral Award has not yet become binding on the Parties or has been set aside or suspended by a court;
- e) the Arbitral Tribunal or a Member of it has committed a corrupt or fraudulent act; or
- f) the award was obtained by fraud.

If you would like more information about the Appendices Maa-nulth First Nations Final Agreement contact:

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