HUU-AY-AHT FIRST NATIONS

LAND INTEREST AND TEMPORARY PERMIT REGULATION

DRAFT

DRAFT NO. 3 – JANUARY 21, 2013

Provisions of the *Land Act, HFNA 2011*, relevant to the enactment of this regulation: section 18, 35 and 58 (3).

REGISTRY OF LAWS CERTIFICATION

I certify that the *Land Interest and Temporary Permit Regulation* was passed by Executive Council on:

_____

_____
Chief Councillor Jeff Cook

I certify that the *Land Interest and Temporary Permit Regulation* is enacted as law on:

_____

_____
Ta'yii Hawilth Derek Peters

I certify that the *Land Interest and Temporary Permit Regulation* came into force on:

_____

_____
Law Clerk Connie Waddell

LAND INTEREST AND TEMPORARY PERMIT REGULATION

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Purpose

1 The purpose of this regulation is to set out the form of application for

(a) a non-residential land interest, and

(b) a temporary interest permit,

and to establish fees for those applications.

Definitions

2 In this regulation:

"Act" means the *Land Act*;

"director" means the Director of Lands and Natural Resources as defined in the *Community Planning and Development Act*;

"non-residential interest" means an interest in Huu-ay-aht Lands under section 10 or 11 of the Act that is not

(a) a residential lease,

(b) another interest for residential purposes, or

(c) a temporary interest.

Application for non-residential interest

3 An eligible person under section 17 of the Act may apply to the director for a non-residential interest by submitting

(a) a completed application in the form, and including the information, specified in Schedule A, and

(b) the required fee as determined by the director.

Application for temporary interest

4 An eligible person under section 34 (2) of the Act may apply to the director for a temporary interest by submitting

(a) a completed application in the form, and including the information specified by the director, and

(b) the required fee as determined by the director.

Application fee

5 (1) The director must determine the amount of the fee required under sections 3 (b) and 4 (b) taking into consideration, where applicable, fees for similar British Columbia Crown Land applications.

(2) The application fee is non-refundable.

Reviewing applications

6 (1) An application for a non-residential interest must be reviewed and considered in accordance with Part 4 and 5 of the Act.

(2) An application for a temporary interest must be reviewed and considered in accordance with Part 7 of the Act.

Temporary interest permit

7 For the purposes of section 34 (1) (d), (e) and (f) of the Act, a temporary interest permit may be issued, as determined by the director, in

(a) the short form as set out in Schedule B,

(b) the long form as set out in Schedule C, or

(c) if applicable, the form established under the *Resource Harvesting Act*.

Director may sign

8 (1) If Executive Council approves the disposition of a non-residential interest under section 6 (1), the director may sign on behalf of the Huu-ay-aht.

(2) The director may sign on behalf of the Huu-ay-aht for the disposition of a temporary interest under section 6 (2).

Agents

9 (1) An interest holder may authorize another person in writing to act on behalf of the interest holder for any application made under this regulation.

(2) The person authorized under subsection (1) must submit that written authorization with the application.

SCHEDULE A

FORM OF APPLICATION FOR NON-RESIDENTIAL INTEREST IN HUU-AY-AHT LANDS

Please Refer to Sections 18 of the Land Act and the Land Interest & Temporary Permit Regulation

Application Date	

Applicant		**Agent for Applicant** *(if applicable)*	
Full Legal Name		Name	
Signature		Signature	
Mailing Address		Mailing Address	
Postal Code		Postal Code	
Phone Number		Phone Number	
Fax		Fax	
Email		Email	
		Letter of Agency Attached	☐

Eligibility	
Huu-ay-aht Citizen who is at least 19 years of age	☐
Individual acting on behalf of a child or an adult Huu-ay-aht Citizen whose affairs the individual has the legal authority to manage	☐
Huu-ay-aht business enterprise	☐
Huu-ay-aht public body	☐
British Columbia or Canada	☐
Other persons or entities approved by an Executive Council regulation	☐
Documentation attached in support of eligibility:	

Nature of Interest in Huu-ay-aht Land	
Proposed use	
Proposed duration of use	
Location	
Legal Description, if applicable	
Area has been surveyed: legal survey attached	☐
Area has not been surveyed: sketch attached showing location and extent	☐

Fee Attached	$

Please submit completed application to:	Director of Lands and Natural Resources Huu-ay-aht First Nations [Address]

NOTE:

The Director of Lands and Natural Resources may require additional information before the application is reviewed.

Incomplete applications will not be reviewed.

For further information, please refer to the Huu-ay-aht *Land Act* [insert web link] or contact Huu-ay-aht First Nations Lands and Natural Resources Department at the address above or [insert email & telephone].

ADDITIONAL INFORMATION REQUIREMENTS

The Director of Lands and Natural Resources may require the following:

1. A Site Plan of the entire application area, drawn to scale with a north arrow, identifying the location of all improvements (buildings, structures, roads, power lines, fences, etc.) in relation to the boundaries of the tenure area and other legal boundaries. A site plan should also include:
   - Location and size of all proposed improvements,
   - Source of water,
   - Means of sewage disposal,
   - Proposed access and/or parking.

2. A Management Plan, signed and dated, which includes the following;

Section A - Project Overview
- Project and purpose
- Location, size and main features of project
- Access plans
- Storm water management plan
- Construction schedule.

Section B – Project Description

I. Background
- Product/service being offered
- Potential market
- Location of competition

II. Location
- General description of location, traffic, seasonal expectation
- Reasons/justification of need for this type of development at this
- Location

III. Utilities
- Utility (power, electrical, telecommunications) requirements and sources
- Water supply
- Sewage disposal (note if septic system required)
- Storm water management

Section C – Additional Information

If the following is relevant to your application and the matters have been investigated, provide information on how you are addressing these matters:

I. Environmental

a. Land Impacts
Describe impacts to the land (surface disturbance, clearing or logging required, buildings or infrastructure, visual impacts, etc.) and explain the status of land; Include in your explanation the landscape features, documented archaeological sites, types of materials used, construction methods, means to minimize adverse impacts, etc.

b. Atmospheric Impacts
Describe impacts to the atmosphere (sound, odor, gas or fuel emissions, etc.) and include in your description the current conditions, source, type and range of emission, means to minimize adverse impacts, etc.

c. Aquatic Impacts

Describe impacts to the water or land covered by water (drainage effect, sedimentation, water diversion, water quality, public access, etc.) and include in your description the type of adjacent or nearby water body and riparian areas, flood potential, means to minimize adverse impacts, etc.

d. Fish and Wildlife Habitat

Describe if the proposed project will affect fish and/or wildlife (disturbance to wildlife habitat, disturbance to fish habitat or marine environment) and include in your description the current status of fish or wildlife habitat, threatened or endangered species in the area, seasonal considerations, means to minimize adverse impacts, etc.

II. Socio- Community

a. Land Use

Describe how the proposed project will affect existing land uses in the area (zoning, land management plans, relationship to adjacent land use, public recreation areas) and explain current zoning, land and resource management plan areas, levels and types of public recreational use, means to minimize adverse impacts, etc.

b. Socio-Community Conditions

Describe how the proposed project will affect or influence existing community services or infrastructure (water supply, transportation, fire protection or emergency services, etc.) and please explain area demographics, current status of services, anticipated transportation or access road changes, etc.

c. Public Health

Describe if your proposed project is going to affect public health (waste disposal, site contamination) and please explain current health services available, method and level of proposed sewage disposal, etc.

Section D – Best Interests of Huu-ay-aht Citizens

Describe why approval of the land interest application is in the best interests of present and future generations of Huu-ay-aht Citizens.

Section E – Form of Disposition

Please review the template form of disposition, e.g. Non-residential ground lease, provided to you by the director and advise of any requested changes and the rationale for requesting those changes.

Section F – Other information as determined by the Director of Lands and Natural Resources

SCHEDULE B

TEMPORARY INTEREST PERMIT - SHORT FORM

THIS PERMIT is dated _____, 20___ and is made under the *Land Act*, HFNA 2011.

1. **Permittor: Huu-ay-aht First Nations**

   Address for notices: _____

2. **Permittee:** _____

   Description of Permittee: _____
   (Company, sole proprietor etc.)
   Address of Permittee for notices: _____

   _____

   Operating Name *(if applicable)***:** _____

3. **Address of Permit Area** *(if applicable)***:** _____

4. **Area of Permit Area**:_____square feet /square meters_____ acres/hectares

5. **Location of Permit Area:** (See attached sketch plan)

6. **Term:**_____

7. **Start Date:**_____

8. **Expiry Date:**_____

9. **Occupancy Date (if different than Start Date):**_____

10. **Security Deposit:**$_____

11. Permit Responsibilities:

	Permittee	Huu-ay-aht
Utilities*	_____	_____
Applicable Taxes*	_____	_____
Maintenance and Repairs	_____	_____
Property Insurance	_____	_____
Liability Insurance	_____	_____

* Permittee to provide written confirmation of coverage, if Permittee is responsible.

12. Permitted access to and use of Permit Area *(in compliance with all applicable laws, including environmental laws)***:**

_____

_____

_____

13. Permitted forestry, agricultural or other natural resource uses and activities within the Permit Area *(in compliance with all applicable laws, including environmental laws*):

_____

_____

_____

14. Permitted resource harvesting uses and activities within the Permit Area (*in compliance with all applicable laws, including environmental laws*):

_____

_____

_____

15. **Construction of Improvements:** Prior approval of the Huu-ay-aht required

16. **Assignment and Sub-permitting of Permit Area:** Prior approval of the Huu-ay-aht required

17. **Permit Fee:** $_____

18. **Other Permit Terms & Conditions:** _____

_____

_____

_____

HUU-AY-AHT FIRST NATIONS

Per:_____
Director of Lands and Natural Resources

[Permittee]

Per:_____
Authorized Signatory

SCHEDULE C

TEMPORARY INTEREST PERMIT – LONG FORM

THIS PERMIT is dated for reference _____, 20___ and is made under the *Land Act*, HFNA 2011.

BETWEEN:

HUU-AY-AHT FIRST NATIONS
("the Huu-ay-aht")

AND:

◆ (the "Permittee")

THE PARTIES AGREE AS FOLLOWS:

Article I. INTERPRETATION

Section 1.1 In this Permit,

(a) **"disposition"** has the meaning given to it in the *Land Act* and includes a licence of occupation and a permit;

(b) **"Fee"** means the fee set out in Article 3;

(c) **"Land"** means that part or those parts of the following described land shown outlined by bold line on the plan attached hereto as Schedule "A":

◆[***insert legal description***];

(d) "Permit Area" means the Land and the Roads;

(e) "Permitted Use" has the meaning given to it in section 2.1;

(f) "Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relates to the Land and which the Permittee is liable to pay under applicable laws;

(g) "Roads" means the road or roads traversing the Land, in approximately the location indicated on the plan attached hereto as Schedule "B";

(h) "Start Date" means ◆_____, 20__[***insert start date of Permit***];

(i) "Term" means the period of time set out in section 2.3.

Article II. GRANT AND TERM

Section 2.1 On the terms and conditions set out in this Permit, the Huu-ay-aht permits the Permittee to:

(a) use, as a right of way, the Roads;

(b) enter, occupy and use the Land only for the purpose of:

◆_____

(c) engage in the following forestry, agricultural or natural resource uses and activities within the Permit Area; and

◆_____

(d) engage in the following resource harvesting uses and activities within the Permit Area

◆_____

[Insert permitted uses]

(collectively the "Permitted Use")

Section 2.2 The Permittee acknowledges that this Permit does not grant the Permittee exclusive use and occupation of the Permit Area or any right of tenancy or possessory rights of any sort except as specifically set out herein

Section 2.3 The term of this Permit begins on the Start Date and terminates on ◆[***insert date the Permit expires***], or such earlier date provided for in this Permit.

Article III. FEE

Section 3.1 The Permittee will pay to the Huu-ay-aht a fee for the Term of $◆ [***insert amount***] payable in advance on the Start Date.

Article IV. COVENANTS

Section 4.1 The Permittee must:

(a) pay the Fee to the Huu-ay-aht, at the address set out in Article 8, when due.

(b) 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 Permittee's use or occupation of the Permit Area, and

(ii) the provisions of this Permit;

(c) not assign, sublicense or transfer this Permit or permit any person to use or occupy the Permit Area, without the Huu-ay-aht's prior written consent, (if the Permittee is a corporation, a change in control, will be deemed to be a transfer of this Permit);

(d) use and occupy the Permit Area only in accordance with and for the purposes set out in section 2.1;

(e) keep the Permit Area in a safe, clean and sanitary condition satisfactory to the Huu-ay-aht, and at the Huu-ay-aht's written request, rectify any failure to comply with such a covenant by making the Permit Area safe, clean and sanitary;

(f) not commit any wilful or voluntary waste, spoil or destruction on the Permit Area or do anything on the Permit Area that may be or become a nuisance or

annoyance to an owner or occupier of Permit Area in the vicinity of the Permit Area;

(g) subject to Article 5, not construct, place, anchor, secure or affix anything on or to the Permit Area;

(h) subject to Article 5, not cut or remove timber on or from the Permit Area or do anything to change the condition of the Permit Area from the condition it was in on the Start Date;

(i) permit the Huu-ay-aht or its authorized representatives, at any time, to enter on the Permit Area to inspect the Permit Area;

(j) not interfere with any person found on the Permit Area who has a public right of access over the Permit Area;

(k) deliver to the Huu-ay-aht as soon as reasonably possible, all reports the Huu-ay-aht may request from the Permittee concerning its activities under this Permit or any other matter related to this Permit;

(l) effect and keep in force during the Term insurance protecting the Permittee as the named insured and the Huu-ay-aht as an additional insured (without any rights of cross-claim or subrogation against the Huu-ay-aht) against claims for personal injury, death, property damage, third party or public liability claims arising from all accidents or occurrences on the Permit Area to an amount not less than $3,000,000.00;

(m) pay all premiums and money necessary to maintain all policies of Insurance required to be maintained by the Permittee under this Permit as the same become due;

(n) within 60 days of receiving written notice from the Huu-ay-aht to do so, change the amount of insurance maintained by the Permittee under this Permit or provide and maintain another form of insurance in replacement of or in addition to the insurance maintained by the Permittee under this Permit and deliver to the Huu-ay-aht written confirmation that the change has been made or the replacement or additional insurance has been provided by the Permittee;

(o) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Permit Area and, upon discovering any archaeological material on or under the Permit Area, the Permittee must immediately notify the Huu-ay-aht;

(p) take all reasonable precautions to avoid causing or contributing to any detrimental environmental changes to the Permit Area. If the Permittee either directly or indirectly, contributes to any detrimental environmental changes for which remedial action is necessary in accordance with the regulations and standards

established by applicable laws, the Permitee will immediately undertake, at its own costs, the required remedial action.

(q) acknowledge and agree that notwithstanding any rule of law to the contrary any contaminant or hazardous substance (as defined in the relevant laws) which are located, stored or incorporated in or on the Permit Area as a result of any action or inaction on behalf of the Permittee remain the sole and exclusive property of the Permitee and will not become the property of the Huu-ay-aht, regardless of any degree of affixation of the contaminants or hazardous substances to the Permit Area.

(r) indemnify and save the Huu-ay-aht and its servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of

(i) the Permittee's breach, violation or nonperformance of a provision of this Permit, and

(ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Permit Area by virtue of the Permittee's entry upon, use or occupation of the Permit Area,

and the amount of all such losses, damages, costs and liabilities will be payable to the Huu-ay-aht immediately upon demand; and

(s) expeditiously pay to the Huu-ay-aht or any other person entitled thereto reasonable compensation for damages to fixtures, improvements, buildings, chattels, animals, crops or merchantable timber arising from the Permittee's occupation of the Permit Area, including from the maintenance, repair, replacement or removal of the Permittee's Improvements;

(t) on the expiration of the Term or earlier termination of this Permit,

(i) peaceably quit and deliver possession of the Permit Area to the Huu-ay-aht in a safe, clean and sanitary condition,

(ii) restore the Permit Area as nearly as may reasonably be possible to the same condition as it was on the Start Date, to the Huu-ay-aht's satisfaction,

and the Permittee's right to use and occupy the Permit Area will cease and to the extent necessary, this covenant will survive the expiration of the Term.

Section 4.2 The Permittee will not permit any person to do anything the Permittee is restricted from doing under this Article.

Section 4.3 The provisions of this Article 4 will survive the expiration or earlier termination of this Permit.

Article V. ADDITIONAL RIGHTS AND COVENANTS

Section 5.1 The Permittee may, with the prior written consent of the Huu-ay-aht:

(a) Subject to section 5.2, clear the Permit Area and keep it cleared of all or any part of any obstruction, improvement or other matter which, in the reasonable opinion of the Permittee, might interfere with or endanger the Permittee's ability to conduct the Permitted Use;

(b) Subject to section 5.2, clear the Permit Area and keep it cleared of all or any part of any trees or growth which do or might, in the reasonable opinion of the Permittee, interfere with or endanger the ability of the Permittee to conduct the Permitted Use; and

(c) Subject to section 5.2, construct such roads, culverts, bridges or other access facilities or improvements on the Permit Area which, in the reasonable opinion of the Permittee are necessary in order for it to conduct the Permitted Use (the "Permittee's Improvements");

(d) [Insert any additional rights].

Section 5.2 The Permittee's rights set out in section 5.1are, unless agreed otherwise by Huu-ay-aht, subject to the Permittee complying with the following:

(a) The Permittee must compensate the Huu-ay-aht, or any other owner of any obstruction, improvement or other such matter removed pursuant to subsection 5.1(a) which was in existence prior to the date of this Permit;

(b) The Permittee must offer to the Huu-ay-aht, at no cost to the Huu-ay-aht, any and all the trees removed pursuant to subsection 5.1(b), by the Permittee and acknowledges and agrees that notwithstanding any other provision of this Permit, title to the trees in the Permit Area remains with the Huu-ay-aht;

(c) The Permittee is solely responsible for all costs and expenses associated with the construction, maintenance, repair, replacement and removal of the Permittee's Improvements; and

(d) the Permittee will keep the Permittee's Improvements in good condition and repair;

(e) The Permittee will, its own cost and expense, remove the Permittee's Improvements and de-commission any roads constructed by the Permitee, promptly upon the request of the Huu-ay-aht, whether at the termination of the Term of this Permit, or otherwise, and will restore the Permit Area to the satisfaction of the Owner, acting reasonably;

(f) [Insert any additional covenants].

Section 5.3 The provisions of section 5.2 will survive the expiration or earlier termination of this Permit.

Article VI. LIMITATIONS

Section 6.1 The Permittee agrees that:

(a) without limiting subsection 4.1(p), the Permittee must indemnify and save the Huu-ay-aht and its servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between the Permittee's rights under this Permit and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under laws applicable to the Permit Area or any extension or renewal of the same, whether or not the Permittee has actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to the Huu-ay-aht immediately upon demand;

(b) the Permittee releases the Huu-ay-aht from all claims, actions, causes of action, suits, debts and demands that the Permittee now has or may at any time in the future have against the Huu-ay-aht arising out of any conflict between the Permittee's rights under this Permit and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under laws applicable to the Permit Area , and the Permittee acknowledge that this Permit and its rights under this Permit are subject to those grants and rights referred to in subsection (a) whether or not the Permittee have actual notice of them.

(c) the Huu-ay-aht may make other dispositions of the Permit Area, or any part of it;

(d) the Permittee will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (c), where such disposition does not materially affect the exercise of its rights under this Permit;

(e) subject to subsection (d), all of the Permittee's costs and expenses, direct or indirect, that arise out of any lawful interference with its rights under this Permit as a result of the exercise or operation of the interests, rights, privileges and titles reserved to the Huu-ay-aht in subsections (a) and (c) will be borne solely by the Permittee;

(f) the Permittee will not commence or maintain proceedings in respect of any lawful interference with its rights under this Permit that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (a) and (c);

(g) the Huu-ay-aht is under no obligation to

(i) provide access or services to the Permit Area or to maintain or improve existing access roads, or

(ii) make another disposition of the Permit Area, or any part of it, to the Permittee; and

(iii) if, after the expiration of the Term, the Huu-ay-aht permits the Permittee to remain in possession of the Permit Area and the Huu-ay-aht accept money from the Permittee in respect of such possession, a tenancy will not be created by implication of law and the Permittee will be deemed to be a daily occupier only subject to all of the provisions of this Permit, except as to duration, in the absence of a written Permit to the contrary.

Article VII. TERMINATION

Section 7.1 The Permittee agree with the Huu-ay-aht that

(a) if the Permittee fails to observe, abide by or comply with the provisions of this Permit including any default in the payment of any money payable by the Permittee under this Permit, and the Permittee's default or failure continues for 5 days after the Huu-ay-aht give written notice of the default or failure to the Permittee;

(b) if, in the Huu-ay-aht's opinion, based on reasonable grounds, the Permittee fails to make reasonable and diligent use of the Permit Area for the purposes set out in this Permit, and its failure continues for 5 days after the Huu-ay-aht give written notice of the failure to the Permittee;

(c) if the Huu-ay-aht require the Permit Area for its own use or, in the Huu-ay-aht's opinion, it is in the Huu-ay-aht's interest to cancel this Permit, or

(d) if the Huu-ay-aht cancels another disposition made to the Permittee because of its default or failure under that disposition; this Permit will, at the Huu-ay-aht's option and with or without entry, terminate, and the Permittee's right to use and occupy the Permit Area will cease.

Section 7.2 The Permittee agrees with the Huu-ay-aht that:

(a) the Permittee will make no claim for compensation, in damages or otherwise, upon the termination of this Permit under section 6.1; and

(b) the Huu-ay-aht's remedies under this Article are in addition to those available to the Huu-ay-aht under other applicable laws.

Article VIII. NOTICE

Section 8.1 If notice is required or permitted under this Permit, the notice:

(a) must be in writing;

(b) must be delivered to the address set out above, or other address as specified in writing by a party; and

(c) may be given in one or more of the following ways:

(i) delivered personally or by courier, and it will be deemed received on the next business day; or

(ii) mailed by pre-paid post in Canada, and it will be deemed received on the eighth business day following, except in the case of mail interruption in which case actual receipt is required.

Section 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.

Section 8.3 The delivery of all money payable to the Huu-ay-aht under this Permit 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 IX. MISCELLANEOUS

Section 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.

Section 9.2 No remedy conferred upon or reserved to the Huu-ay-aht 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.

Section 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.

Section 9.4 Time is of the essence in this Agreement.

Section 9.5 In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and the corporation.

Section 9.6 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.

Section 9.7 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 Licence shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

Section 9.8 This Agreement will be governed by and construed in accordance with the laws of the Huu-Ay-Aht First Nations and the applicable laws of the Province of British Columbia.

Section 9.9 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent written agreement in writing between the parties.

Section 9.10 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

(a) the parties will attempt to resolve disputes by good faith negotiations, including timely disclosure of all relevant facts, information and documents; and

(b) if the parties are unable to resolve the dispute themselves, the dispute will be referred to the Huu-Ay-Aht Tribunal for final determination. Each party will pay its own costs of attending at the Tribunal. The Tribunal may direct to and by whom and in what manner costs or any part thereof will be paid, and may tax or settle the amount of costs to be paid or any part thereof, and may award costs to be paid as between solicitor and client.

Section 9.11 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

Section 9.12 herever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then the Huu-ay-aht or the Permittee, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that the Huu-ay-aht or the Permittee have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

Section 9.13 This Agreement may be signed in one or more counterparts and each such counterpart may be transmitted by electronic facsimile and each will constitute an original document and such counterparts, taken together, will constitute one and the same instrument

Section 9.14 All provisions of this Agreement in the Huu-ay-aht's favour and all of the Huu-ay-aht's rights and remedies, either at law or in equity, will survive the expiration of the Term.

Section 9.15 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or case beyond the Permittee's reasonable control, other than normal weather conditions, the Permittee is delayed in performing any of its obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as:

(a) he Permittee gives notice to the Huu-ay-aht within 30 days of the start of the delay setting forth the nature of the delay and an estimated time frame for the performance of its obligation; and

(b) the Permittee diligently attempts to remove the delay.

Section 9.16 The Permittee agrees with the Huu-ay-aht that nothing in this Permit constitutes the Permittee as the Huu-ay-aht's agent, joint venturer or partner or gives the Permittee any authority or power to bind the Huu-ay-aht in any way.

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

HUU-AY-AHT FIRST NATIONS

Per:_____
Director of Lands and Natural Resources

◆ ***insert name of Permittee***

Per:_____
Authorized Signatory
OR
_____
◆ ***[insert name of Permittee if an individual]***

SCHEDULE A -SHOWING LAND OUTLINED IN BOLD

SCHEDULE B -SHOWING ROADS