



**TEMPORARY USE
PERMIT**

Permit No.:

706328

File No.: 7409645

Disposition No.: 907254

THIS AGREEMENT is dated for reference August 12, 2013 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

NORTHERN GATEWAY PIPELINES INC. (Incorporation No. A0064002)
Suite C103 Parkwood Place
1600 15th Avenue
Prince George, BC V2L 3X3

(the "Permittee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this permit;

"Commencement Date" means August 12, 2013;

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

"Fees" means the fees set out in Article 3;

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

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

“Land” means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule” except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

“Management Plan” means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

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

“Security” means the security referred to in section 4.11(a), as replaced or supplemented in accordance with subsection 4.15;

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

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

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

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we permit you to enter on the Land for investigation and information gathering along the proposed route of the Northern Gateway Pipeline purposes, as set out in the Management Plan. You acknowledge that this Agreement does not grant you exclusive use and occupation of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on August 12, 2015, or such earlier date provided for in this Agreement. We reserve the right to terminate

this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$500.00, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

- 4.1 You must

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 7,
 - (ii) the Realty Taxes, and
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land, including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
 - (ii) the provisions of this Agreement;
- (d) not assign, sublicense or transfer this Agreement or permit any person to use or occupy the Land, without our prior written consent, and prior to considering a request for our consent, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5;
- (e) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (f) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land 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 safe, clean and sanitary;

- (g) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (h) not construct, place, anchor, secure or affix anything on or to the Land or otherwise change the condition of the Land from the condition it was in on the Commencement Date except for the purposes set out in section 2.1;
- (i) not cut or remove timber on or from the Land without being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (j) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (k) not interfere with any person found on the Land who has a public right of access over the Land;
- (l) deliver to us, as soon as reasonably possible, all reports we may request from you concerning your activities under this Agreement or any other matter related to this Agreement;
- (m) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (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 any one or more of the following:
 - (i) any breach, violation or nonperformance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and

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

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

- (o) on the termination of this Agreement,

- (i) peaceably quit and deliver to us possession of the Land in a safe, clean and sanitary condition,
 - (ii) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement,

and your right to use and occupy the Land will cease and to the extent necessary, this covenant will survive the expiration of the Term

- 4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

- 4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

- 4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

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

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

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

4.5 We may from time to time

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

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

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

4.7 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

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

- (a) change the amount of insurance set out in subsection 4.7(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

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

4.10 You waive all rights of recourse against us with regard to damage to your own property.

4.11 You must

- (a) on the Commencement Date, deliver to us Security in the amount of \$10,000.00 which will
 - (i) guarantee the performance of your obligations under this Agreement;
 - (ii) be in the form required by us; and
 - (iii) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement,
- (b) within 60 days of receiving written notice from us to do so, change the amount of the security posted by you under this Agreement or provide and maintain another form of security in replacement of or in addition to the security posted by you under this Agreement, and deliver to us written confirmation that the change has been made or the replacement or additional security has been provided by you;

4.12 Despite section 4.11(a), 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.

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

4.14 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 4.11(a), less all amounts drawn down by us under section 4.13.

4.15 You acknowledge that we may, from time to time, notify you to

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

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

- (c) You must adhere to the Temporary Permit Application for the Stuart River Crossing Area and the Northern Gateway Pipelines Project Management Plan Rev. 1, both dated March 18, 2013.
- (d) You must not dispose of cuttings or waste water in Riparian Management Areas or Riparian Management Zones.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired, under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Wildlife Act* or *Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b) or any other applicable enactment;

- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) we are under no obligation to make another disposition of the Land, or any part of it, to you; and
- (h) if, after the expiration of the Term, we permit you to remain in possession of the Land and, we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written Agreement to the contrary.

ARTICLE 6 - TERMINATION

6.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you;
- (b) if, in our opinion, based on reasonable grounds, you fail to make reasonable and diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement, or
- (d) if we cancel another disposition made to you because of your default or failure under that disposition;

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

6.2 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 6.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

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 as follows:

to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
1044 5th Avenue
Prince George, BC V2L 5G4;

to you

NORTHERN GATEWAY PIPELINES INC.
Suite C103 Parkwood Place
1600 15th Avenue
Prince George, BC V2L 3X3;

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.

- 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.
- 7.3 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 8 - MISCELLANEOUS

- 8.1 In this Agreement, "person", includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 8.2 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 8.3 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.
- 8.4 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.
- 8.5 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 8.6 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.
- 8.7 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators and successors.
- 8.8 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 8.9 Time is of the essence of this Agreement.
- 8.10 You acknowledge and agree with us that

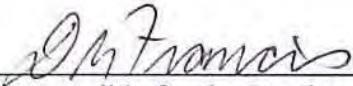
- (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;
- (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection 8.10(b)(b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land and you are solely responsible for all costs and expenses associated with your use of the Land for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.

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

8.12 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of **NORTHERN GATEWAY PIPELINES INC.**
by a duly authorized signatory



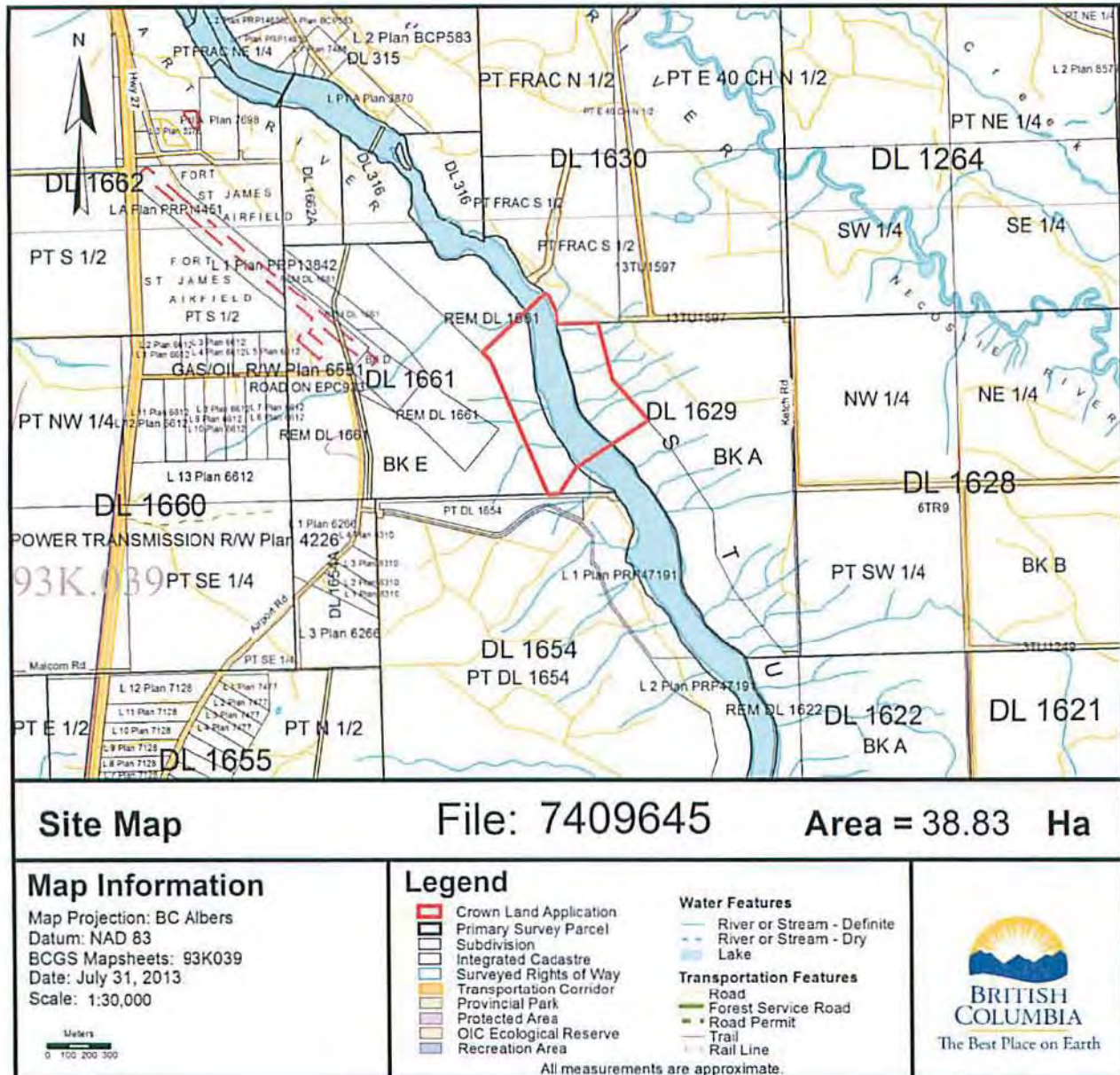
Authorized Signatory

K. J. MacDonald
V. P. Law & Regulatory

706328

LEGAL DESCRIPTION SCHEDULE

LEGAL DESCRIPTION: UNSURVEYED CROWN FORESHORE BEING PART OF THE BED OF STUART RIVER TOGETHER WITH PART OF DISTRICT LOTS 1629, 1661, RANGE 5 COAST DISTRICT.



New Referral

Referral Type: [Industrial](#)

Referral Number: 64264074

Reference Number: [107396](#)

Completed Date: mmm dd, yyyy

Status: In Preparation

[Click here to view the Application Area of Interest](#)[CANCEL REFERRAL..](#)**Details** **Recipients**

Name	Online	Email	Hardcopy	Response Method	Referral Level	Send Summary	Legislated	Created From Conflict Report	
Edit Aboriginal Relations & Reconciliation - Land Programs Unit - Victoria	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Authenticated Web	Optional	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
Edit Dow, Sharon	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Authenticated Web	Notification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
Edit Forests, Lands & Natural Resource Operations - Forest District - Fort St. James	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Authenticated Web	Optional	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
Edit Forests, Lands and Natural Resource Operations - Ecosystems - Omineca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Authenticated Web	Optional	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
Edit Regional District of Bulkley-Nechako	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Authenticated Web	Optional	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

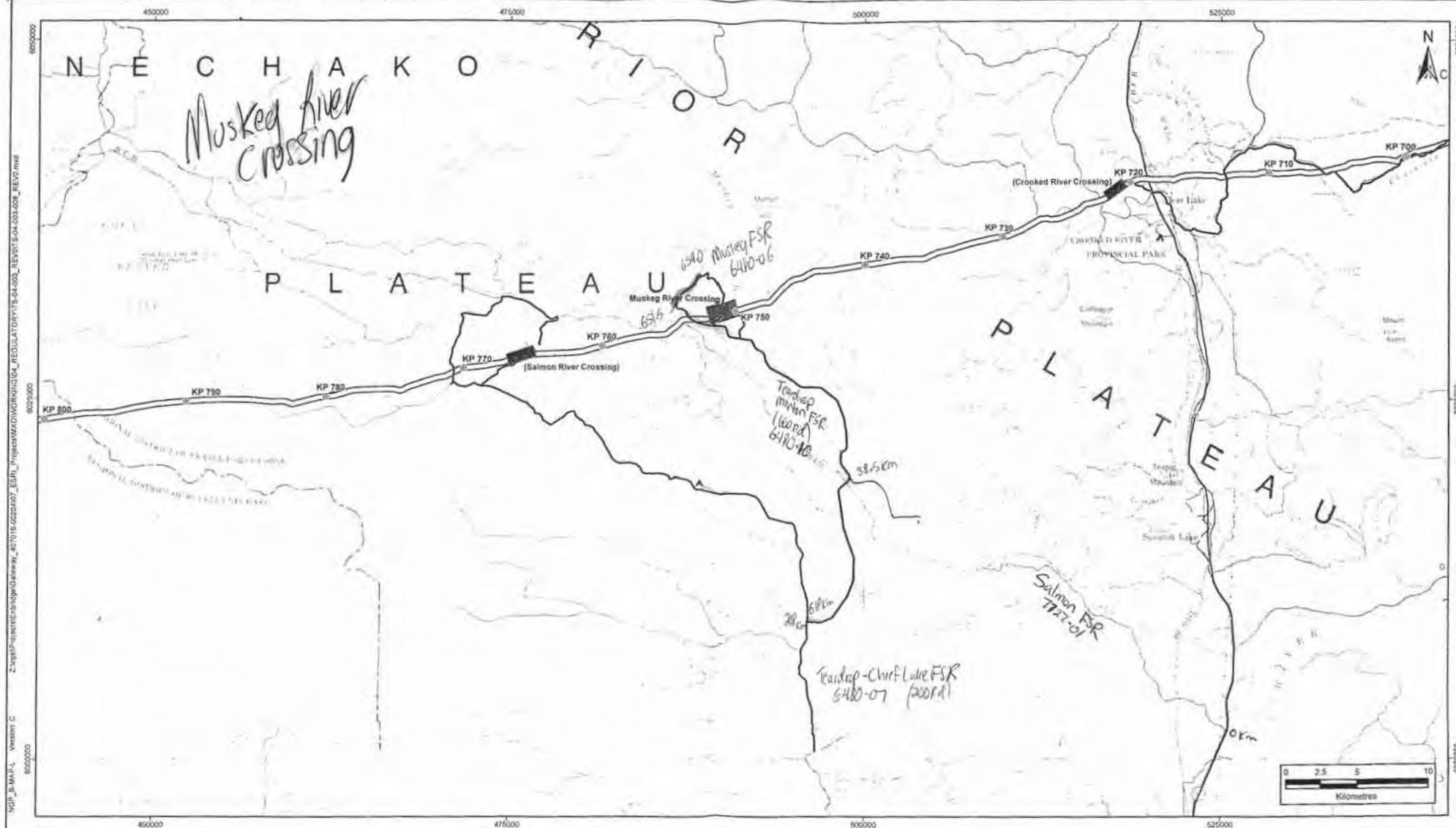
[ADD BY DISTRIBUTION LIST](#)[ADD REFERRAL AGENCY](#)[ADD INTERNAL STAFF](#)[ADD RECIPIENT](#)[LOAD STATUS REPORT](#)[BULK UPLOAD](#)[LOAD SUPPLEMENTAL DATA](#)

CONFLICT REPORT(S)

[UPLOAD](#)

Once all information is ready, press the Send Referrals button to begin the referral processing.

[SEND REFERRALS](#)[Cancel](#) [Save](#)[Top](#)



LEGEND

- Proposed Gateway Pipeline KP (Rev V)
- Proposed Gateway Pipeline Route (Rev V)
- TP Access Route
- Major Road
- Closure and Hout Tunnels
- Proposed Temporary Permit Area
- Other Proposed Temporary Permit Area

NORTHERN GATEWAY

NOTES:

1. Cartographic updated November 5, 2013 (REV V) (Kilometres scale) correspond to November 5, 2012 (REV V) road alignment.

2. Topographic map background based on 1:250,000 CanMap 8733-1000 published 2000/2001. © Department of Natural Resources Canada. All rights reserved.

3. First Nations Traditional Territory labels based on data obtained from BC Government (Statistics of Indian) and AMEC (printed from First Nations maps).

4. Major Road data provided by Natural Resources Canada (road data current to 2001, rail data current to 2008) © Department of Natural Resources Canada. All rights reserved.

5. Produced by WorleyParsons Canada. The information used in this product is based on the most current data available on the date of issue, and is considered reliable only to the scale at which the data was created and the scale at which the map was published.

6. This drawing is prepared solely for the use of the individual customer of WorleyParsons Canada and WorleyParsons assumes no liability to any other party for any representations contained in this drawing.

7. This map must be printed at A3 scale (1:250,000) in order for the scale to remain correct.

ENBRIDGE NORTHERN GATEWAY PROJECT MUSKEG RIVER CROSSING TEMPORARY PERMIT AREA ACCESS OVERVIEW MAP					
DESIGN SH	PROJECTION UTM 10N	DATE NAD83	CONTRACTOR NAME WORLEYPARSONS CANADA	MAP NUMBER TS-04-003-008	REV 0
SCALE 1:250,000	DATE 24 Jan 2013	PROJECT NUMBER 407016-00204	SCALE PAGE NOS 11X17		

ENBRIDGE

Temporary Permit Application for the Muskeg River Crossing Area
SUMMARY OF WORK PROGRAM
Mar 18, 2013



	Area/Site Description	Planned Work (Use) of Area/Site	Disturbance area/ Impact Description	Authorizations Required
Existing Permitted Regional Access	Public Highways • Highway 97 and Chief Lake Road	• Equipment Mobilization and Demobilization (See Note 1) • Daily Crew Transportation in pick-up trucks	• None	None
	Existing Permitted Resource Roads (See Note 2) • Salmon FSR • Teardrop-Mossvale FSR • Merton FSR • RP R1136 R, RP R1136 19B	• Equipment Mobilization and Demobilization (See Note 1) • Daily Crew Transportation in pick-up trucks	• None	Road Use Permit • Salmon FSR, Teardrop-Mossvale FSR, Merton FSR • Road Permits: RP R1136 R, RP R1136 19B OR • Exemption from Prince George Forest District
Non-status access	Access to sites MG12-04 and MG12-01, 02, and 03 will require the use of non-status access as defined on the map and in shapefile for SUP permit application.	• Equipment Mobilization and Demobilization (See Note 1) • Daily Crew Transportation in pick-up trucks	• Brush and potentially seedlings may be cleared along a 1000 m length at 5 m wide (0.5 ha). • Waterbars may be filled and subsequently re-established during closure.	1. Special Use Permit (SUP) to support the use of 1000 m (approx. 0.5 ha) of non-status access inside and outside the TP boundary.
Trails	Equipment access trails (3.5 m wide) within the TP permit area • 725 m of non-bladed trail within previously harvested areas. • 125 m of new bladed trail to access MG12-04.	• Ground-based equipment travel between existing permitted or re-activated road access within TP area (described above) to test sites (described below). • 725 m total of non-bladed trail length by 3.5 m wide = 0.25 ha. • 125 m of new bladed trail by 3.5 m = 0.04 ha.	• Brush and seedlings will be cleared along existing trail length of 725 (0.25 ha) and trees and brush will be cleared along a new trail length of 125 m (0.04 ha). • Mature forest has an estimated stand mix of 50% Spruce, 50% Pine at overall 300 m ³ /ha. Total timber cutting without removal will be 12 m ³ (6 m ³ Spruce, 6 m ³ Pine).	2. Temporary Permit (TP) total area of 242 ha. Required to access an estimated 6 test locations (0.54 ha), 725 m of non-bladed trails (0.25 ha), and 125 m of bladed trail (0.04 ha) requiring use of a total estimated area with the TP of 0.83 ha.
Test sites	Clearing to provide access at test sites within the TP area • 6 ground access sites are planned. 5 are within previously disturbed area and 1 is new clearing.	• Clear geotechnical test drill sites for drilling operations that range in size from 15 m to 30 m square. • 6 sites are estimated to be completed at maximum 30 m by 30 m size = 0.54 ha.	• 6 pads at 0.09 ha each = 0.54 ha • Drill water and drill cutting discharges to surface and clearing of vegetation. • Reclamation includes re-vegetation. • Brush will be cut at 5 test sites (0.45 ha). • Mature forest at 1 test site (0.09 ha) has an estimated stand mix of 50% Spruce, 50% Pine at overall 300 m ³ /ha. Total timber cutting without removal will be 28 m ³ (14 m ³ Spruce, 14 m ³ Pine).	3. Occupant License to Cut (OLTC) from Prince George Forest District is for clearing vegetation along equipment access trails and at test sites. Total merchantable timber = 40 m ³ Spruce; 20 m ³ Spruce, 20 m ³ Pine. No timber removal is planned. All trees are to be bucked and scattered.

- Notes: 1. Equipment Mobilization/demobilization is defined as transport of drilling and/or clearing equipment to the area, as required. Typically this would involve up to two (2) round-trips with a transport truck for the drill; one (1) round-trip to transport an excavator for clearing.
2. Road lengths measured by digitizing imagery available in existing project mapping and/or from Google Earth website.

Rev: 0, March 18, 2013

Temporary Permit Application for the Missinka River East Crossing Area SUMMARY OF WORK PROGRAM

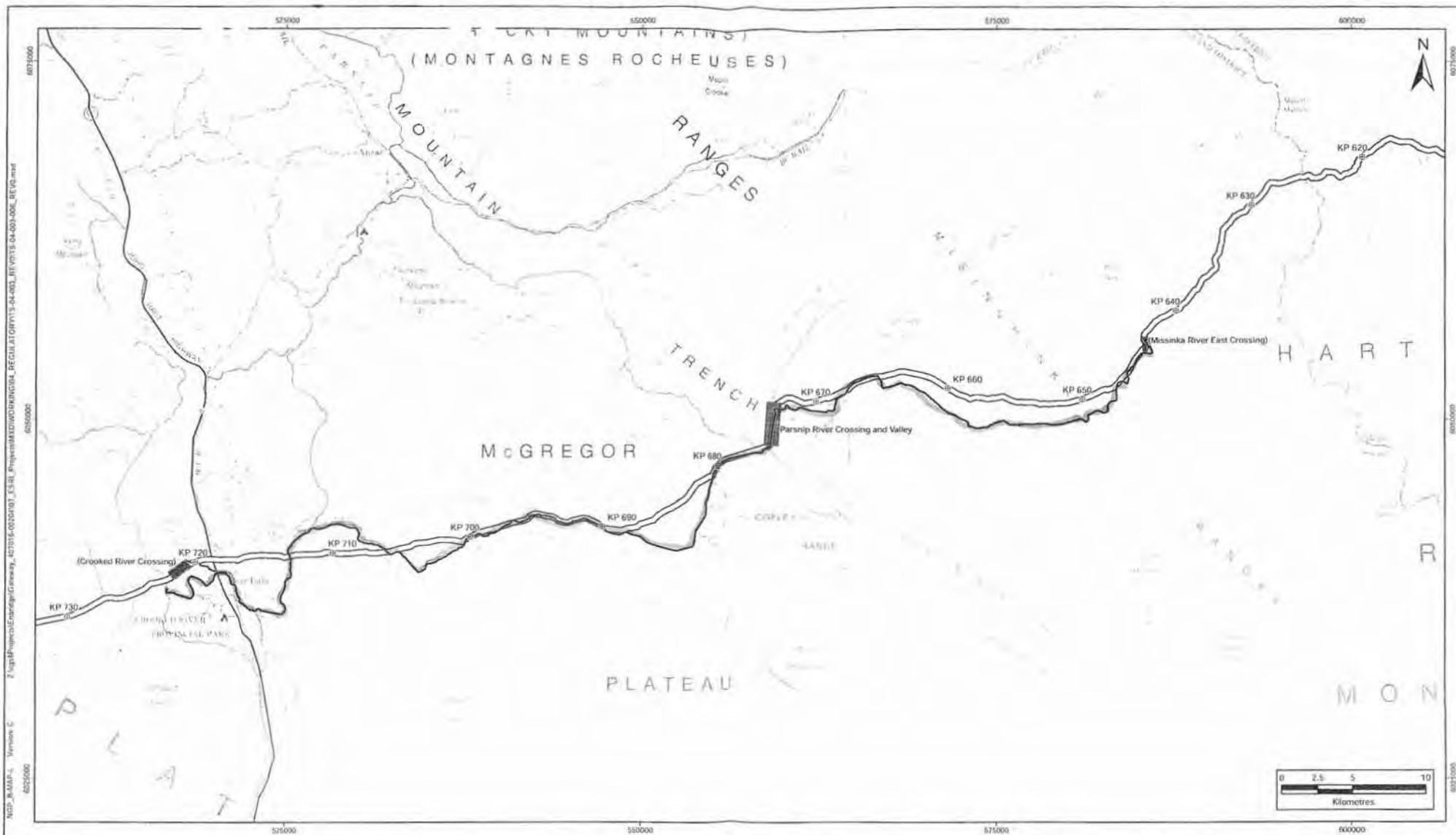
ENBRIDGE

5000 17th Avenue, Suite 100
Edmonton, Alberta T6C 1K1
Canada

	Area/Site Description	Planned Work (Use) of Area/Site	Disturbance area/ Impact Description	Authorizations Required
Existing Permitted Regional Access	Public Highways • Highway 16	• Equipment Mobilization and Demobilization (<i>See Note 1</i>) • Daily Crew Transportation in pick-up trucks	• None	None
	Existing Permitted Resource Roads (<i>See Note 2</i>) • Chuchinka FSR (km 0 to km 56) • Chuchinka-Missinka FSR (km 0 to km 9) • Road Permit R01821 (km 0 to km 16.8) • Unnamed FSR (km 0 to km 10)	• Equipment Mobilization and Demobilization (<i>See Note 1</i>) • Daily Crew Transportation in pick-up trucks	• None	• Road-Use Permit - Chuchinka FSR (km 0 to km 56) • Chuchinka-Missinka FSR (km 0 to km 9) • Road Permit R01821 (km 0 to km 16.8) • Unnamed FSR (km 0 to km 10) OR Exemption from Prince George Forest District
Non-status existing access	Access for rubber-tired vehicles is not required along existing non-status access as part of the proposed work plan.	N/A	N/A	<p>1. Temporary Permit (TP) total area of 30.2 ha. Required to access an estimated 5 test locations (0.45 ha) and 600 m of non-bladed trails (0.22 ha) requiring use of an estimated 0.67 ha.</p> <p>2. Special Use Permit (SUP) consistent with the boundary of the TP area of 30.2 ha.</p> <p>3. Occupant License to Cut (OLTC) from 30.2 Forest District is for clearing vegetation along equipment access trails and at test sites. Total area of OLTC for TP = (30.2); total anticipated cut area from clearing trails and pads = (0.22 + 0.45) = 0.67 ha. Total merchantable timber from mature forest area = (14+32) = 46 m³; with 23 m³ Spruce and 23 m³ Balsam. No timber removal is planned. All trees are to be bucked and scattered.</p>
Trails	Equipment access trails (3.5 m wide) within the TP permit area • 100 m of new non-bladed trail through forested area to access proposed test site MK12-04. • 500 m of non-bladed trail access through an existing plantation using portions of an old winter road (350 m of 500 m length is old winter road) to access MK12-05.	• Ground-based equipment travel between existing permitted access within TP area (described above) to test sites (described below). • 600 m of non-bladed trail length by 3.5 m wide = 0.22 ha. 100 m of this is through mature timber.	• Brush and seedlings will be destroyed along trail areas in plantation = 0.18 ha. • Mature forest along 100 m trail = 0.04 ha has an estimated stand mix of 50% spruce and 50% balsam at 350 m ³ /ha. Total timber cutting without removal will be 14 m ³ (7 m ³ Spruce and 7 m ³ Balsam).	
Test sites	Clearing to provide access at test sites within the TP area • 5 ground access sites are planned. 3 are within an existing road right of way; 1 is within a previously harvested area, and 1 is within a mature forested area.	• Clear geotechnical test drill sites for drilling operations that range in size from 15 m to 30 m square. • 5 sites are estimated to be completed at maximum 30 m by 30 m size = 0.45 ha. 0.27 ha on existing road right of way; 0.09 in mature forest; and 0.09 in previously harvested area.	• 5 pads at 0.09 ha each = 0.45 ha. • Drill water and drill cutting discharges to surface and clearing of vegetation. • Reclamation includes re-vegetation. • Brush and seedlings will be destroyed at pad area in previously harvested area. • Mature forest at 1 test sites = 0.09 ha has an estimated stand mix of 50% spruce and 50% balsam at 350 m ³ /ha. Total timber cutting without removal will be 32 m ³ (16 m ³ Spruce and 16 m ³ Balsam).	

- Notes:
- Equipment Mobilization/demobilization is defined as transport of drilling, test pitting, and/or clearing equipment to the area, as required. Typically this would involve up to two (2) round-trips with a transport truck for the drill; one (1) round-trip to transport an excavator for test pitting; and two to three (2 to 3) round-trips for the transport of a temporary bridge, if required.
 - Road lengths measured by digitizing imagery available in existing project mapping and/or from Google Earth website.

Rev. 0, March 18, 2013



LEGEND

- ⊙ Proposed Gateway Pipeline KP (Rev V)
- Proposed Gateway Pipeline Route (Rev V)
- TP Access Route
- Major Road
- Close and Hostil Territory
- Proposed Temporary Permit Area
- Other Proposed Temporary Permit Area

ENBRIDGE

NORTHERN GATEWAY

NOTES

- Corridor updated November 8, 2012 (REV V). All other areas correspond to November 8, 2012 (REV V) track alignment.
- Topographic map background based on 1:250,000 CanMap 1:250,000 (2007-2009). © Department of Natural Resources Canada. All rights reserved.
- First Nations Traditional Territory labels based on data obtained from BC Government (Department of Forest and AMEC) (signature from First Nations map).
- Major Road data provided by Natural Resources Canada (road data current to 2007, 100m data current to 2008). © Department of Natural Resources Canada. All rights reserved.

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PROJECT	DATE	CONTRACTOR NAME	MAP NUMBER	REV
UTM 10N	NAD83	WORLEYPARSONS CANADA	TS-04-003-006	0
SCALE	DATE	PROJECT NUMBER	SHEET NUMBER	
1:250,000	24 Jan 2013	407016-00204	11X17	

WorleyParsons
Engineering & Technology

Temporary Permit Application for the Parsnip River Crossing Area

Summary of Work Program



	Area/Site Description	Planned Work (Use) of Area/Site	Disturbance area/ Impact Description	Authorizations Required
Existing Permitted Regional Access	Public Highways • Highway 16	• Equipment Mobilization and Demobilization (See Note 1) • Daily Crew Transportation in pick-up trucks	• None	None
	Existing Permitted Resource Roads (See Note 2) • Chuchinka FSR (km 0 to km 55)	• Equipment Mobilization and Demobilization (See Note 1) • Daily Crew Transportation in pick-up trucks	• None	Road Use Permit • Chuchinka FSR (km 0 to km 55) OR • Exemption from Prince George Forest District
Non-status existing access	• Access for rubber-tired vehicles is not required along existing non-status access as part of the proposed workplan.	• N/A	• N/A	
Trails	Equipment access trails (3.5 m wide) within the TP permit area • 200 m of non-bladed trail through an existing cut block and access trail to access PR12-01 to PR12-02. • 300 m of new non-bladed trail access through forested area to access PR12-03 and PR12-04.	• Ground-based equipment travel between existing permitted access within TP area (described above) to test sites (described below). • 500 m of non-bladed trail length by 3.5 m wide = 0.17 ha. 0.07 ha is along existing trail and 0.10 ha is through forested area.	• Brush and seedlings will be cleared along 150 m trail area in cut block = 0.05 ha. • Mature forest along 300 m trail will be cleared (0.10 ha) has an estimated stand mix of 100% black spruce at 100 m ³ /ha. Total timber cutting without removal will be 10 m ³ Black Spruce.	<ol style="list-style-type: none"> 1. Temporary Permit (TP) total area of 281 ha. Required to access an estimated 9 test locations (0.81 ha) and 500 m of non-bladed trails (0.17 ha) requiring use of an estimated 0.98 ha. 2. Special Use Permit (SUP) total area to be consistent with the TP area of 281 ha. 3. Occupant License to Cut (OLTC) from Forest District is for clearing vegetation along equipment access trails and at test sites. Total area of OLTC for TP = (281 ha); total anticipated cut area from clearing trails and pads = (0.17 + 0.81) = 0.98 ha. Total merchantable timber from mature forest area over 0.28 ha = 10 + 18 = 28 m³ black spruce. No timber removal is planned. All trees to be bucked and scattered.
Test sites	Clearing to provide access at test sites within the TP area • 9 ground access sites are planned, 7 are within existing disturbed areas; and 2 are within a mature forested area.	• Clear geotechnical test drill sites for drilling operations that range in size from 15 m to 30 m square. • 9 sites are estimated to be completed at maximum 30 m by 30 m size = 0.81 ha. 0.63 ha in existing disturbed areas; 0.18 in mature forest.	• 9 pads at 0.09 ha each = 0.81 ha. • Drill water and drill cutting discharges to surface and clearing of vegetation. • Reclamation includes re-vegetation. • Brush and seedlings will be cleared at pad areas in previously disturbed areas (0.63 ha). • Mature forest at 2 test sites = 0.18 ha has an estimated stand mix of 100% black spruce at 100 m ³ /ha. Total timber cutting without removal will be 18 m ³ black spruce.	

- Notes:
1. Equipment Mobilization/demobilization is defined as transport of drilling, test pitting, and/or clearing equipment to the area, as required. Typically this would involve up to two (2) round-trips with a transport truck for the drill; one (1) round-trip to transport an excavator for test pitting; and two to three (2 to 3) round-trips for the transport of a temporary bridge, if required.
 2. Road lengths measured by digitizing imagery available in existing project mapping and/or from Google Earth website.



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CONTACT: Greg Jonuk, DPG, 250-614-7402

Date typed: 29/07/13 Date revised: 12/07/13

File: 19545-60/L49670

September 27, 2013

Northern Gateway Pipelines Inc.
Suite 103, 1600-15th Avenue, Parkwood Place
Prince George, British Columbia
V2L 3X3

Dear Licensee:

Enclosed please find your completed copy of Occupant Licence to Cut L49670.

The licensee is authorized to fall and, if permitted, utilize trees that represent a safety hazard according to Workers' Compensation Board standards. For clarification, the hazard tree felling area(s) is defined as the area(s) between the block boundary(s) and an outer boundary, which is 30 meters beyond the cut block boundary or the individually marked trees. The licensee must not buck or remove such trees without consent of the district manager.

Please note that it is your responsibility to establish the boundary of the area approved for cutting prior to commencing logging operations.

If problems develop that could adversely affect the fish or wildlife resources, we request that the licensee advise Ministry of Environment (250) 565-6135 or the Ministry of Forests, Lands and Natural Resource Operations (250) 614-7400.

Hauling must not commence without a receipt of a rate.

As a licensee or permittee, please be aware that you have obligations under WorkSafeBC legislation to ensure safe operations and communicate known hazards to your workers. Further, under the Forest and Range Practices Act, you have an obligation to share in reasonable costs for road maintenance. The local Road User Group (RUG) has developed a Road Use Agreement and processes that will assist you in meeting these obligations and as such, it will be necessary for you to contact them. To contact the RUG in the Prince George Natural Resource District, please call Flemming Einfeldt at 250-564-4115. To contact the RUG in the Robson Valley area of the Prince George Natural Resource District, please contact Bob Mitchell at 250-569-3789. It is also necessary to review the Forest Road Procedures that have been developed for use on all forest roads within the Prince George Natural Resource District (these procedures are available at the following web site www.for.gov.bc.ca/dpg). The

.../2

Ministry of Forests,
Lands and Natural
Resource Operations

Prince George Natural
Resource District

Address:
2000 South Ospika Boulevard
Prince George, British Columbia
V2N 4W5

Tel: (250) 614-7400
Fax: (250) 953-0413



**OCCUPANT LICENCE TO CUT
CUT AND REMOVE TIMBER
L49670**



THIS LICENCE, dated **August 12, 2013**

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the **DISTRICT MANAGER,**
MINISTRY OF FORESTS, LANDS AND
NATURAL RESOURCE OPERATIONS
PRINCE GEORGE NATURAL RESOURCE DISTRICT
2000 SOUTH OSPIKA BOULEVARD
PRINCE GEORGE, BRITISH COLUMBIA
V2N 4W5
Phone: 250-614-7400 Fax: 250-953-0413
(the "Licensor")

AND:

NORTHERN GATEWAY PIPELINES INC.
SUITE 103 1600-15TH AVE. PARKWOOD PLACE
PRINCE GEORGE, BRITISH COLUMBIA
V2L 3X3
Phone: 250-645-2404
(the "Licensee")

WHEREAS:

- A. The Licensee has the right of occupation as the lawful **occupier** of certain areas of land pursuant to **the *Lands Act* file #7409643.**
- B. The Licensee and Licensor are entering into this Licence under section 47.4 of the *Forest Act* to cut and remove the Crown timber from the Licence area.

“The Table of Contents and headings in this Licence are included for convenience only and do not form a part of this Licence and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Licence.”

TABLE OF CONTENTS

1.00	GRANT OF RIGHTS AND TERM	3
2.00	TIMBER MARK	3
3.00	TIMBER HARVEST LIMITATIONS	3
4.00	SCALE-BASED STUMPAGE.....	4
5.00	TIMBER VOLUME CHARGED TO THE LICENCE	4
6.00	WASTE ASSESMENT	4
7.00	COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE	5
8.00	FINANCIAL AND DEPOSITS.....	5
9.00	LIABILITY AND INDEMNITY	6
10.00	TERMINATION.....	7
11.00	WAIVER.....	7
12.00	NOTICE.....	7
13.00	MISCELLANEOUS	8
14.00	INTERPRETATION AND DEFINITIONS	9
	SCHEDULE “A” OTHER CONDITIONS AND REQUIREMENTS.....	12
	SCHEDULE “B” RESERVE TIMBER.....	14
	Not Applicable	14

THE PARTIES agree as follows:

1.00 GRANT OF RIGHTS AND TERM

- 1.01 The term of this Licence begins on **August 12, 2013**, and ends on the earlier of:
- (a) the day upon which the Licensee's right of occupation expires or is surrendered, cancelled or otherwise terminated;
 - (b) **August 12, 2015**; or
 - (c) at the Licensee's request, the Licensor gives notice to the Licensee that all contractual and legislative obligations associated with the Licence have been completed.
- 1.02 The Licensee is authorized to cut and remove Crown timber from the area shown on the attached Exhibit "A" maps ("Licence area") that is necessary to cut in order to facilitate the operations or the use of the Crown land within the Licence area as described in the right of occupation.
- 1.03 The Licensee's rights under this Licence are of no force or effect when the right of occupation is suspended.
- 1.04 Subject to the Licence, the Licensee may enter onto areas referred in paragraph 1.01 for the purpose of exercising the rights under this Licence.
- 1.05 This Licence does not grant the Licensee the exclusive right to harvest timber from the Licence area, and the Licensor reserves the right to grant rights to other persons to harvest timber from the Licence Area.

2.00 TIMBER MARK

- 2.01 The timber mark(s) for timber removed under this Licence is/are:

L 4 9

6 7 0

- 2.02 If directed to do so by the Licensor, the Licensee must erect signs at all exits from areas of land referred to in paragraph 1.02, clearly showing the timber mark(s) referred to in paragraph 2.01.

3.00 TIMBER HARVEST LIMITATIONS

- 3.01 The Licensee must comply with the forestry legislation and the conditions and requirements set out in Schedule "A" to this Licence.
- 3.02 In addition to timber specified in the forestry legislation as reserved, the Licensee must not cut, damage, or destroy timber if specified as reserved in Schedule B.

4.00 SCALE-BASED STUMPAGE

- 0.01 For the purpose of determining the amount of stumpage payable in respect of timber removed from the harvest area, the volume or quantity of timber removed will be determined using information provided in a scale of the timber.
- 0.02 The Licensee must ensure that:
 - (a) all timber removed from the harvest area is scaled; and
 - (b) the scale of the timber is conducted properly in accordance with the requirements of the *Forest Act* and the regulations made under that Act.

5.00 TIMBER VOLUME CHARGED TO THE LICENCE

- 5.01 The timber of the following species and grades will be included in determining the volume that will be charged to the Licence:
 - (a) all species and grades except for grades 6 and Z.

6.00 WASTE ASSESMENT

- 6.01 The quantity and quality of merchantable Crown timber that could have been removed under this Licence but at the Licensee's discretion was not removed, will be determined in accordance with the provisions of Provincial Logging Residue and Waste Measurements Procedures Manual, as amended or replaced from time to time ("current waste assessment manual").
- 6.02 The Regional Executive Director or District Manager, in a notice given to the Licensee, may require the Licensee to pay in respect of the volume of timber determined under paragraph 6.01, a monetary assessment for all waste.
- 6.03 The amount of money that the Licensee must pay under a waste assessment will be determined in accordance with the provisions of the current waste assessment manual.
- 6.04 For the purpose of conducting the assessment of the volume of timber that was not harvested as described in paragraph 6.01:
 - (a) the Licensee must conduct an assessment in accordance with the current waste assessment manual after the Licensee has declared that primary logging has been completed for each cut block; or
 - (b) the Regional Executive Director or District Manager may conduct an assessment in accordance with the current waste assessment manual after the expiry of the term of the Licence.

7.00 COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE

7.03 Notwithstanding any other provision of this Licence, if a court of competent jurisdiction:

- (a) determines that activities or operations under or associated with this Licence will unjustifiably infringe an aboriginal right and/or title, or treaty right;
- (b) grants an injunction further to a determination referred to in subparagraph 7.01 (a); or
- (c) grants an injunction pending a determination of whether activities or operations under or associated with this Licence will unjustifiably infringe an aboriginal right and/or title, or treaty right;

the Regional Executive Director or District Manager in a notice given to the Licensee, may vary or suspend, this Licence in whole or in part, so as to be consistent with the court determination.

7.02 Subject to this Licence and the forestry legislation, if:

- (a) under paragraph 7.01, the Regional Executive Director or District Manager has varied the Licence issued to the Licensee;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Executive Director or District Manager, at the request of the Licensee, will vary the Licence to reflect as closely as possible, for the remainder of its term, the terms and conditions of the Licence prior to the variation under paragraph 7.01.

7.03 Subject to this Licence and the forestry legislation, if:

- (a) under paragraph 7.01, the Regional Executive Director or District Manager has suspended the Licence;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Executive Director or District Manager, at the request of the Licensee, will reinstate the Licence for the remainder of its term.

8.00 FINANCIAL AND DEPOSITS

8.01 In addition to any money payable in respect of this Licence under the forestry legislation, the Licensee must pay to the Government, immediately upon receipt of a notice, statement or invoice issued on behalf of the Government:

- (a) stumpage under part 7 of the *Forest Act* at rates determined, re-determined and varied under section 105 of that Act in respect of timber removed under this Licence;
 - (b) any payment required as a result of a waste assessment under part 6.00 of this Licence.
- 8.02 The Licensee will provide the Crown with \$(N/A) to be held on deposit (the “deposit”) to be used in accordance with the Licence.
- 8.03 If the Licensee fails to perform an obligation under this Licence, the Regional Executive Director or District Manager, after at least two weeks notice, may take from the deposit an amount equal to the reasonable costs to perform the obligation and may perform the obligation on the Licensee’s behalf.
- 8.04 If the Regional Executive Director or District Manager takes from the deposit under paragraph 8.03, the Licensee must pay to the Government on demand an amount sufficient to replenish the deposit.
- 8.05 In accordance with the Advertising, Deposits, Disposition and Extensions Regulation, the deposit may be refunded to the Licensee.

9.00 LIABILITY AND INDEMNITY

- 9.01 Subject to paragraph 9.02, the Licensee will indemnify the Government against and save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Government as a result, directly or indirectly, of any act or omission of:
 - (a) the Licensee;
 - (b) an employee or agent of the Licensee;
 - (c) a contractor of the Licensee who engages in any activity or carries out any operation, including but not restricted to the Licensee’s operations, under or associated with this Licence; or
 - (d) any other person who on behalf of or with the consent of the Licensee engages in any activity or carries out any operation under or associated with this Licence.
- 9.02 For greater certainty, the Licensee has no obligation to indemnify the Government under paragraph 9.01 in respect of any act or omission of:
 - (a) an employee, agent or contractor of the Government, in the course of carrying out his or her duties as employee, agent or contractor of the Government; or
 - (b) a person, other than the Licensee, to whom the Government has granted the right to use or occupy Crown land, in the course of exercising those rights.

- 9.03 Amounts taken under part 8.00 from the deposit and any payments required under parts 6.00 or 8.00, and payments required further to the indemnity referred to in paragraph 9.01 are in addition to and not in substitution for any other remedies available to the Government in respect of a default of the Licensee.
- 9.04 The Government is not liable to the Licensee for injuries, losses, expenses, or costs incurred or suffered by the Licensee as a result, directly or indirectly, of an act or omission of a person who is not a party to this Licence, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the Licensee's operations under this Licence by road blocks or other means.

10.00 TERMINATION

- 10.01 If this Licence expires or is cancelled or is otherwise terminated:
- (a) title to all improvements, including roads and bridges, fixed on Crown land in the Licence area; and
 - (b) all timber, including logs and special forest products, located on the Licence area, will vest in the Crown, without right of compensation to the Licensee.
- 10.02 If the Licensee commits an act of bankruptcy, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, the Licensee is deemed to have failed to perform an obligation under this Licence.

11.00 WAIVER

- 11.01 No waiver by the Crown of any default or non-compliance by the Licensee in the strict and literal performance of or compliance with any provision of the Licence will be deemed to be a waiver of the strict and literal performance of or compliance with any other provision, condition or requirement of the Licence or to be a waiver of, or in any manner release the Licensee from compliance with any provision, condition or requirement in the future, nor will any delay or omission by the Crown in the exercising of any right hereunder in any manner with respect to non-compliance impair the exercise of any such rights in the future.

12.00 NOTICE

- 12.01 A notice given under this Licence must be in writing.
- 12.02 A notice given under this Licence may be:
- (a) delivered by hand;
 - (b) sent by mail;
 - (c) sent by facsimile transmission; or
 - (d) electronic mail ("commonly referred as Email");

to the address, facsimile or email number, as applicable, specified on the first page of this Licence, or to such other address or facsimile number as is specified in a notice given in accordance with this part.

- 12.03 If a notice is given under this Licence, it is deemed to have been given:
- (a) if it is given in accordance with subparagraph 12.02 (a) on the date it is delivered by hand;
 - (b) if it is given in accordance with subparagraph 12.02 (b), subject to paragraph 12.04, on the eighth day after its deposit in a Canada Post Office at any place in Canada; and
 - (c) if it is given in accordance with subparagraph 12.02 (c), subject to paragraph 12.05, on the date it is sent by facsimile or email transmission.
- 12.04 If, between the time a notice is mailed in accordance with subparagraph 12.02 (b) and the time it is actually received, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice is not deemed to be given until the party actually receives it.
- 12.05 If a notice is sent by facsimile transmission, the party sending the notice must take reasonable steps to ensure that the transmission has been successfully completed.
- 12.06 Either party may, from time to time, advise the other party by notice in writing, of any change of address of the party giving such notice and, from and after the giving of such notice, the address specified will, for purposes of this Licence, be considered to be the address of the party giving such notice.

13.00 MISCELLANEOUS

- 13.01 This Licence will enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and permitted assigns.
- 13.02 The laws of British Columbia will govern the interpretation of this Licence and the performance of the Licensee's obligations under this Licence.
- 13.03 Any non-statutory power conferred or duty imposed on the Regional Executive Director or District Manager under this Licence may be exercised or fulfilled by any person authorized to do so by the Regional Executive Director or District Manager.
- 13.04 Any Schedules, Exhibit "A" map(s) or attachments referenced in, or attached to this Licence are an integral part of this agreement as if set out in the body of this agreement, and the Licensee will comply with all the terms in the Schedules.

- 13.05 If there is a conflict between the *Workers Compensation Act* or a regulation under that Act, and a provision of this Licence, the *Workers Compensation Act*, or the regulations made under that Act, prevails, and the Licensee must immediately notify the District Manager of the conflict and follow any direction given by the District Manager with respect to the conflict, provided such direction is consistent with the *Workers Compensation Act* and the regulations under that Act.
- 13.06 Nothing in this Licence authorizes the Licensee to in any way restrict the Government's right of access to the Licence areas or a road permit or the right of any other authorized entrant, user or occupier of these areas.
- 13.07 This Licence is the entire agreement between the parties as to the matters set out in this Licence, and all previous promises, representations or agreements between the parties, whether oral or written, are deemed to have been replaced by this Licence.
- 13.08 Unless otherwise defined in this Licence, if a word or phrase used in this Licence is defined in the legislation described in paragraph 14.02, the definition in the legislation applies to this Licence, and where the word or phrase in the legislation is replaced by a new word or phrase, this Licence is deemed to have been amended accordingly.
- 13.09 If any provision in this Licence is found to be invalid or unenforceable by a court of law, the remainder of this Licence is separately valid and enforceable to the fullest extent permitted by law.
- 13.10 The Licensee acknowledges that any information released to the Licensee by the Regional Executive Director, District Manager or the Government about the nature of the Licence area or the quality or quantity of timber, is not to be relied upon. Execution of this Licence by the Licensee is an absolute release by the Licensee of the Regional Executive Director or District Manager and the Crown from any claim that the Licensee may have in respect of the nature of the Licence area or the quality or quantity of timber.

14.00 INTERPRETATION AND DEFINITIONS

- 14.01 This Licence is divided into parts, paragraphs, subparagraphs, clauses and subclauses, illustrated as follows:
- 1.00 part;
 - 1.01 paragraph;
 - (a) subparagraph;
 - (i) clause;
 - (A) subclause;

and a reference to a subparagraph, clause or subparagraph is to be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.

14.02 In this Licence, unless the context otherwise requires,

“forestry legislation” means the statutes and regulations, to which the Licence is subject including: the *Forest Act*, *Forest and Range Practices Act* and the *Wildfire Act*,

“Licence area” means the area allocated for the Licensee’s operations pursuant to this Licence and which for greater detail is outlined on the map found in Exhibit “A”,

“right of occupation” means the rights described in Whereas clause A that give the Licensee the right to occupy the land described in Schedule “A”.

IN WITNESS WHEREOF the Licence has been executed by the Licensor and the Licensee on the date set out below.

SIGNED by the Licensor)
on behalf of Her Majesty)
the Queen in Right of the)
Province of)
British Columbia in the)
presence of:)

Greg Jonck)
Signature)

Greg Jonck)
Print Witness Name)

THE COMMON SEAL of)
the Licensee was affixed)
in the presence of:)

)
Signature)

)
Print Name Witness)

(or)

SIGNED by the Licensee)
in the presence of:)

Irene Lachanté)
Signature)

Irene Lachanté)
Print Name Witness)

John Huybers)
John Huybers, RPF)
Prince George Natural Resource District)

Oct 01/2013)
Dated)

c/s

)
Dated)

K. J. MacDonald)
K. J. MacDonald) Licensee
V. P. Law & Regulatory)

)
Printed Name and Title)
Aug. 26, 2013)
Dated)

SCHEDULE "A"

OTHER CONDITIONS AND REQUIREMENTS

- 1.01 Unless the Licensor specifies otherwise in writing, the Licensee must ensure that all reasonable steps are taken to:
- (a) advise the Licensor in writing and in a form acceptable to the Licensor, of the date that the Licensee's activities will commence at least five days before commencement; and
 - (b) notify the Licensor in writing in a form acceptable to the Licensor, when all obligations under this Licensee are complete.
 - (c) the Licensee is required to coordinate access and development plans with other tenure holders, and utilize existing access to the extent possible.
 - (d) If caribou are observed in the area, no clearing activity will take place within 300 m of caribou that are feeding, moving, or resting. Any caribou within this zone will be allowed to leave on their own accord. They will not be chased or disturbed in any way.
 - (e) The Licensee is required to the extent practicable, limit their harvesting of timber to the amount only required to safely conduct operations.
 - (f) The Licensee is required to carry out a nesting survey in conjunction with clearing activities to confirm if any bird nesting exists within the specified clearing area.
 - (g) The Licensee is required to buck and limb all vegetation to a length no greater than three metres and ensure that the vegetation is lying flat on the forest floor and scattered so that it does not create a continuous accumulation.
 - (h) Should a fire hazard exist, the Licensee must submit to the District Manager a report specifying actions or plans for the abatement of any fire hazard remaining within the license area.
 - (i) The licensee is required to follow their Northern Gateway Pipelines Project 2013/2014 Geotechnical Investigations Management Plan, dated March 18, 2013, and the Temporary Permit Application for the Muskeg River Crossing Area, dated March 18, 2013.
 - (j) The Professional Certification on the Muskeg River OLTC/SUP Application with attached maps becomes an integral part of the Occupant License to Cut.

- (k) The Licensee is required to submit a plan of the disturbed area once all harvesting activities are completed and prior to the closure of the Occupant License to Cut. This is to facilitate the District invoicing for area based stumpage.
- (m) The licensee is required to contact and inform Les Dillabagh at less.dillabaigh@sinclar.com or 250-614-7664) if disturbance is greater than 1.0 ha on A18163 Cutting Permit 146, which has not met free growing obligations.
- (n) The licensee is required to contact and inform Neil Spendriff at neil.spendriff@canfor.com or 250-962-3345) if disturbance is greater than 1.0 ha on A18165 Cutting Permit LL1, which has not met free growing obligations.

SCHEDULE "B"
RESERVE TIMBER

- 1.01 The Licensee must not fell standing timber, or must not buck or remove felled or dead and down timber, as the case may be, if:

Not Applicable



MINISTRY OF NATURAL
RESOURCE OPERATIONS

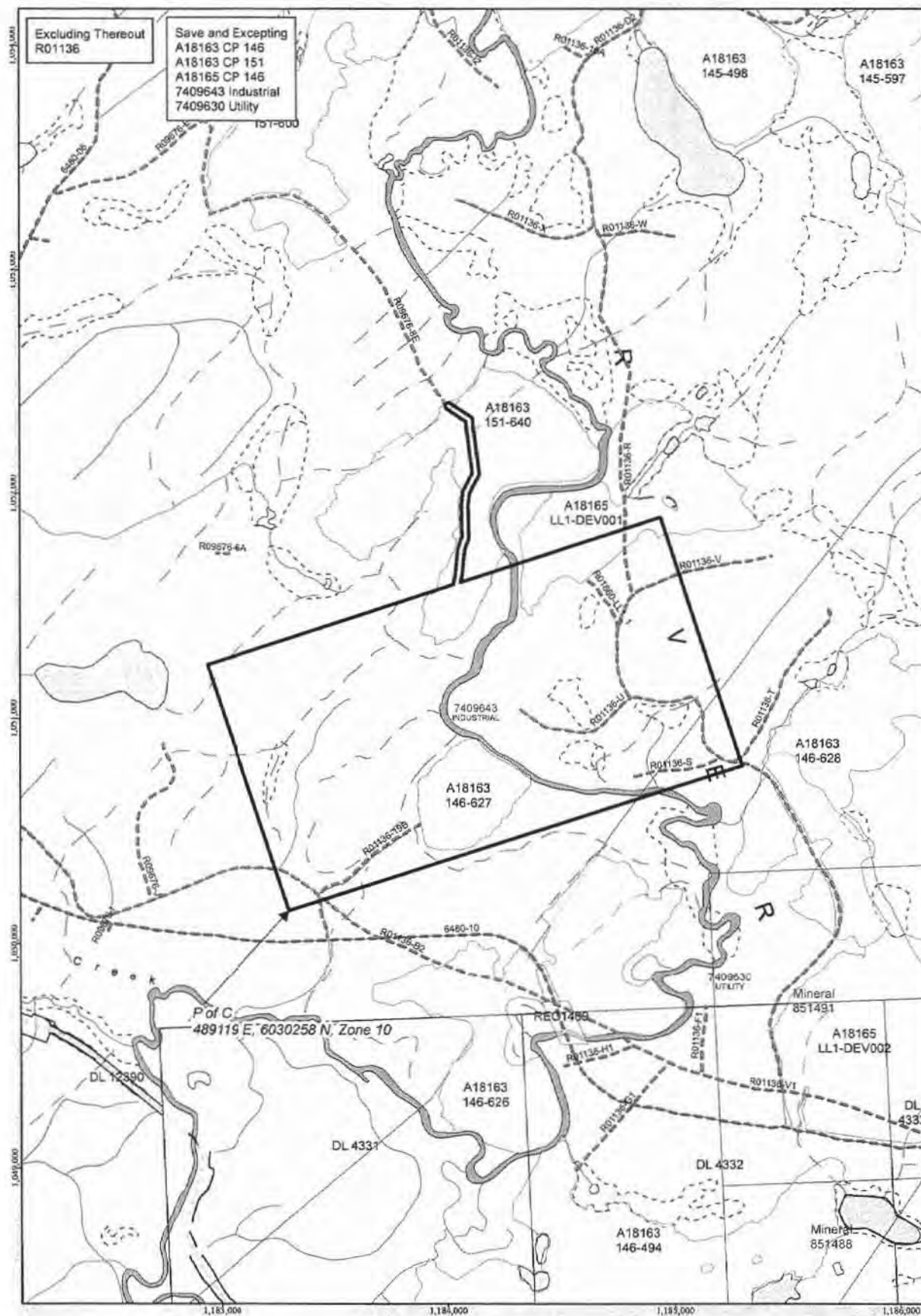
EXHIBIT A



MAP OF : L49670

(shown in bold black)

NRO REGION : <i>Omineca</i>	TSA : <i>24</i>	PULPWOOD AGREEMENT:	MGT UNIT TYPE:
NRO DISTRICT : <i>Prince George</i>	LAND DISTRICT: <i>Cariboo</i>	MERGED BEC UNIT : <i>A13</i>	MGT UNIT NO :
ESF SUBMISSION ID : <i>1236515</i>	SCALE : <i>1:20,000</i>	UTM ZONE: <i>10</i>	DRAWN BY: <i>drc</i>
BCGS MAPSHEET NO: <i>093J045</i>	AREA/LENGTH: <i>245.43 ha</i>	NAD : <i>83</i>	DATE : <i>Jul 18/13</i>



RES TECH: Greg JLICENCE TO CUT: L49670LICENSEE: Northern Gateway Pipelines Inc
Missisquoi Crossing

APPLICATION FOR OCCUPANT LICENCE TO CUT

TARGET Effective Date August 2/2013 ~~CUT~~ ^{AND REMOVE} DOCUMENT

		DATE	INITIAL
RES TECH	<ul style="list-style-type: none"> Enter in Tracker Cheater Check quality and completeness of submission (see OLTC guide) Client information form, application form, site plan map, copy of occupation tenure, interior stumpage rate request form FTA submission number <u>1236515</u> Check silviculture layer in MapView to determine if SSS activity If incomplete, advise Licensee Request File Request Exhibit 'A' from draughting. Provide ESF number, Mapsheet number, due date, file address if electronic request <u>FORDPGTENURESMPREQUEST@gov.bc.ca</u> Exhibit A due date: <u>July 18/13</u> Email meeting request (with one-week reminder) to ALO for consultation summary. Provide ESF number and due date Consultation due date <u>N/A</u> Determine if area is within TFL <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, inform Licensee 	July 11/13	RLO
RES CLK	<ul style="list-style-type: none"> Online verification of tenure Lands tenures - check and print status through Crown Lands GATOR Mining tenures - approval letter, check Internet and print status. (https://www.mtonline.gov.bc.ca/mtov/jsp/searchTenures.jsp) Range tenures - print current status SUP - print info Enter in ledger 		
RES TECH	<p>ON RECEIPT OF EXHIBIT 'A' AND CONSULTATION SUMMARY</p> <ul style="list-style-type: none"> Review Lands tenure if applicable <u>Pending, should be Authorized Aug 12</u> If deferred stumpage, previous license to cut # _____ If more than 2,000m³ (salvage) is being hauled as per (sec)79.1 FPPR, determine appropriate tenure (RUP, Road Use Agreement, SUP?) Road Use Permit in place? (if using a Forest Service Road) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # <u>RUP 13</u> <u>clients have been advised in Land Report</u> Use & Maintenance Agreement in place? with <u>Center/Landplanet</u> Prepare documents (OLTC template & cover letters (sent for G:\Workgrp\Original Documents\Licence to Cut/signature.doc. & G:\Workgrp\Original Documents\Licence to Cut/completed copy.doc.)). If no RUP and/or User Agreement in place, include clause in cover letter of requirement prior to commencement of hauling. 	July 31, 2013	G. Jonck
RES CLK	<ul style="list-style-type: none"> Check, print and assemble documents Check for outstanding account in ARM Enter into FTA: effective dates, zone, location Quota type is "J" except if in TFL 53, code quota type "D" Enter associated file in FTA Enter associated client in FTA (A for licensee and B for secondary licensee) Update ledger <p>UPON RETURN OF SIGNED DOCUMENTS</p> <ul style="list-style-type: none"> Prepare documents for DM signature Update ledger ("G:\WorkGrp\Ledgers\Tenures\Licences to Cut.xls") Approve in FTA INBOX 	Oct 1	GR
DM	Sign	Oct 1	df
FILE ROOM	<ul style="list-style-type: none"> Witness DM signature Stamp copies & distribute <u>Aug 12</u> 	Oct 1	df
REV SUP	<ul style="list-style-type: none"> Confirm HI status, effective date & date document signed --out 1 Forward appraisal data to NIFR, request rates, copy on file 	Oct 2	df
FILE ROOM	File	Oct 2	df

Routecard Colour: White

Comments:

July 17/13: Spoke with Beryl Nesbitt should be sending electronic Summary for Pipeline project for this and will Forward to Greg J and John Hughes - DD

July 11/13 Copy of occupation Pending (contact Trina Robinson - Lands) Temporary Permit BC comets File 7409643

Response Roll-up Report

FrontCounterBC

Referral Type: Industrial
Reference Number: 107408
Legislated Only: No

Referral Number: 64189527
Referral Status: Closed

Recommendations

Request	Other	
0	0	Interests unaffected
1	0	No objection to approval of project.
1	0	No objection to approval of project subject to the conditions outlined below.
0	0	Recommend refusal of project due to reasons outlined below.
0	0	N/A

Requests

Organization: Ministry of Forests, Lands and Natural Resource Operations - Ecosystems - Omineca
Request Number: 001
Respondent: Kevin Hoekstra
Legislated: No
Closed By:
Referral Level: Optional
Recommendation: No objection to approval of project.

Yes	No	N/A	Question
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does this application impact your agency's legislated responsibilities? If yes, how will the proposal impact your legislated responsibility and please identify the relevant legislation (section) and what mitigative measures will be required to address these impacts in the response text box at the bottom of the page.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	If the proposal proceeds, will the proponent require approval or a permit from your agency? If yes, please explain in response text box at the bottom of the page.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will on-going compliance monitoring be required by your agency as a result of your legislated responsibilities? If yes, please explain what will be required in the response text box at the bottom of the page.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will this application affect public use of this area? If yes, please explain in the response text box at the bottom of the page.

Explanation of Response

The proposed program is along the Muskeg River which provided fish habitat for a variety of species, including chinook salmon and rainbow trout. Having reviewed the Temporary Permit Application and the 2013/2014 Geotechnical Investigations Management Plan, I have no objections to the proposed work assuming the provided plans are adhered to.

Organization: Ministry of Forests, Lands and Natural Resource Operations - Forest District - Prince George
Request Number: 002
Respondent: Alena Charlston
Legislated: No
Closed By:
Referral Level: Optional
Recommendation: No objection to approval of project subject to the conditions outlined below.

Yes	No	N/A	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does this application impact your agency's legislated responsibilities? If yes, how will the proposal impact your legislated responsibility and please identify the relevant legislation (section) and what mitigative measures will be required to address these impacts in the response text box at the bottom of the page.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposal proceeds, will the proponent require approval or a permit from your agency? If yes, please explain in response text box at the bottom of the page.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will on-going compliance monitoring be required by your agency as a result of your legislated responsibilities? If yes, please explain what will be required in the response text box at the bottom of the page.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will this application affect public use of this area? If yes, please explain in the response text box at the bottom of the page.

Explanation of Response



The Best Place on Earth

The proposed area includes some cutblocks in which have met free growing obligations and some of which have not met free growing obligations. Minimize destruction of reforested areas, if possible. If disturbance is >1 hectare on cutblocks that have not met free growing obligations, then the licensee holder needs to be informed. The cutblock under Forest License A18163 cutting permit 146 has free growing obligations remaining; license holder is Lakeland Mills Ltd., contact person is Les Dillabaugh email: les.dillabaugh@sinclar.com phone: 250 614-7664. The cutblock under Forest License A18165 Cutting Permit LL1 also has free growing obligations remaining; license holder is Canadian Forest Product Ltd., contact person is Neil Spendiff email: Neil.Spendiff@canfor.com phone: 250 962-3345.

A Road Use Permit from MoFLNRO is required for industrial use on the Forest Service Roads. Active Road Permit R01136 holder is Lakeland Mills Ltd., contact person for roads is Andre Stauble email: andre.stauble@sinclar.com phone: (250) 614-4360.

Active Road Permit R01860 holder is Canadian Forest Products Ltd., contact person for roads is Jason Platzer email: Jason.Platzer@canfor.com phone: 250 962-3500. Be aware that there is no guarantee of access on industrial roads.

Licenses to cut (and remove) timber from crown land and permits for access are required from MoFLNRO. Note that the application for them has been submitted with this referral, and the permits/licenses will be processed once referrals/consultation has been completed for this application.

Contact

FrontCounterBC

Contact: Sharon Dow
E-mail: Sharon.Dow@gov.bc.ca

[illegible]

- Major Cities
Road and Non Status Trn Road
Transportation - Airfield (EBM)
Air Facility
Airport
Airway
Airfield
Transportation - Pointa (TRUM)
Habitat
Pending Tenure Roads
Active Tenure Roads
Forest Service Road
Road Permit
SIP Road
Retired Tenure Roads
Opening
Openings Free Growing
Openings Not Free Growing
Pending Cut Blocks
Active Cut Blocks
Retired Cut Blocks
Pending Harvesting Authority
Active Harvesting Authority
Retired Harvesting Authority
Parks
National Parks

Scale: 1: 25,000

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CAUTION: Maps shown using this site are not designed to assist in navigation. These maps may be generalized and may not reflect current conditions. Uncharted hazards may exist. **DO NOT USE THESE MAPS FOR NAVIGATIONAL PURPOSES.**

DatumProjection: NAD83 Albers Equal Area Conic
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Created using MapInfo 11.0.0 on: 11/07/12

Key Map of British Columbia



	A	B	C	D	E	F	G	H	I	J
1	Northern Gateway Pipelines Omineca Region Geology									
2	Investigation Program (2013/14) - Tenure Fees and Securities									
3										
4	TENURE (file #)	Application Fee	Insurance amount (proof required for execution of tenure)	Security Fee (at time of contract)	Rental Fee (to FLNRO staff)					
5					Other					
6	Temporary Permit (7409640 - Missinka East) - 30.2 Ha	paid	\$ 2,000,000 Commercial General Liability Insurance							
7	SUP (30.2 ha)	N/A	N/A							
8	OLTC - 30.2 ha - 46 m3 (cut; no removal)	N/A	N/A							
9	Road Use Permit	N/A	N/A							
10										
11	Temporary Permit (7409643 - Muskeg) - 242 Ha	paid			Confirmed by (FLNRO staff)					
12	SUP (245.4 ha)	N/A								
13	OLTC - 254.4 ha - 40 m3 (cut; no removal)									
14	Road Use Permit									
15										
16	Temporary Permit (Parsnip) - 281 Ha									
17	SUP (281 Ha)									
18	OLTC									
19										

Jonuk, Greg S FLNR:EX

From: Jonuk, Greg S FLNR:EX
Sent: Wednesday, July 10, 2013 11:04 AM
To: Dalton, Diane J CSNR:EX
Subject: RE: New File(s) Please

Can you kindly create the following files for us:

Northern Gateway Pipelines Inc.	L49670	OLTC
Northern Gateway Pipelines Inc.	S25700	SUP

Please and thank you.

Greg Jonuk, RFT | Tenures Technician |

Ministry of Forests, Lands, Natural Resource Operations - Prince George Natural Resource District

Tel 250.614.7402 | Fax 250.614.7470 | Email Greg.Jonuk@gov.bc.ca



Ministry of Forests, Lands and Natural Resource Operations
1044 – 5th Avenue, 1st Floor
Prince George, BC V2L 5G4

July 9, 2013

Attention: Patrick Russell, RPF
Project Manager, Major Projects

**Re: NGP Technical Studies
Notice of Application – Forest Act Authorizations
Muskeg River Crossing (Lands File No.7409643)
Ref. No.: NGP-0043-GET-LET-005-0003**

This letter is provided by Northern Gateway Pipelines Inc. ("NGP") to the BC Ministry of Forests, Lands and Natural Resource Operations ("FLNRO") as an application for an Occupant License to Cut ("OLtC") and Special Use Permit ("SUP") authorization(s) under the Forest Act. A copy of the completed form "*Professional Certification, Occupant Licence to Cut and Special Use Permit*", for the purposes of the OLtC and SUP authorizations is attached.

The requests are made in conjunction with a Temporary Permit application (authorization under the Land Act), to support planned geotechnical investigation activities at the **Muskeg River Crossing Temporary Permit Area, identified by BC Lands File No. 7409643**. It is noted that these applications for the OLtC and SUP are being provided in advance of receipt of a TP by NGP, following direction from FLNRO that these applications should be submitted after the TP application is accepted by FrontCounter BC.

Electronic Submission Framework ("ESF") filings have been uploaded to the FLNRO online system. ESF reference numbers are provided in the attached form.

This notice of the application is provided directly to the coordinated permitting team, led by Mr. Patrick Russell, RPF, at the request of FLNRO. It is understood that the applications will be coordinated with the Prince George Forest District by FLNRO.

Note that some areas of the application require acknowledgement that certain site specific information is available, as outlined below. In all cases, the responses on the forms are made based on the commitments to data and processes that will exist at the time of field execution. The process for conducting the assessments associated with these applications is outlined in detail in the Temporary Permit (TP) application to FrontCounter BC.

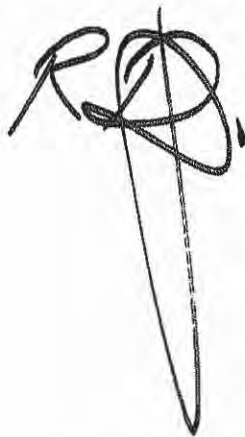
Specifically, despite having checked yes on the Professional Certification Form to:

- the condition of existing roads, landings and trails has been assessed and documented;
- existing roads and landings are in a condition suitable for use without modification;
- all streams are correctly classified and mapped; and,
- all 'Seasonal Constraints',

these assessments have not been conducted. However, these assessments will be conducted and included in the plans and commitments as described in the TP application and accompanying Management Plan prior to any geotechnical drilling related activities. It is acknowledged that all activities related to Forest Act authorizations recognize the reliance-based forest management practices set out in legislation.

Sincerely,

Northern Gateway Pipelines Limited Partnership,
Northern Gateway Pipelines Inc.



ies Inc.

WorleyParsons Canada

al Certification, Occupant Licence to Cut and Special Use Permit

ontrol

Updated: 2013/07/10

Deliver or Mail to:

Lands tenure number 7409643

Client No. 00158178

#103- 1600, 15th Avenue
Prince George, BC
V2L 3X3

Karl Tress

Email karl.tress@worleyparsons.com
(250) 961-2180 cell
(250) 645-2409 office

Lands File 7409643
See attached maps:
TS-04-003-008, Rev 0;
TS-04-001-008, Rev 3;

Muskeg River Crossing
31km E of Bear Lake
See attached Map

Appraisal short form attached Yes ☒ No ☐

Cruise compilation attached Yes ☐ No ☒

Page 47
FNR-2013-00328

Professional Certification Occupant Licence to Cut and Special Use Permit

Updated: 2013/07/10

LAND STATUS, FOREST PLANNING, MAPPING AND REFERRALS

The applicant has conducted appropriate investigations to ensure that the area included in the application is vacant Crown land. The area proposed does not overlap or conflict with private land, Indian reserve, a park or protected area, and is not otherwise encumbered in a manner that would prevent issuance of an Occupant Licence to Cut.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Map(s) are attached and comply with the standard required or have been submitted.	Yes <input checked="" type="checkbox"/>
ESF submission has been made.	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
A field assessment has been conducted and all resource features that could reasonably be affected by this application have been assessed and considered in the preparation of the application.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
The area has been checked for the following values and features and appropriate management consideration has been prescribed:	
Other leases, Licences or permits	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Mining, petroleum or other sub-surface or surface tenures	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Wildlife tree patches	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Community watershed or domestic water sources	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Range tenures/fences --(referral required if harvesting within a grazing lease)	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Old growth management areas/wildlife habitat areas/wildlife features	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Classified Lakes/Recreation features	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Forest Ecosystem Networks	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Growth and Yield/Research Areas	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Archaeological Resources	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Roads and trails	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Visual Quality	Yes <input type="checkbox"/> NA <input checked="" type="checkbox"/>
Terrain stability	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Other(specify): Species at Risk	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Specify if FPPR exemptions are required	Yes <input type="checkbox"/> NA <input checked="" type="checkbox"/>

STAND ATTRIBUTES

All clearcut areas will be < 1 ha. (including consideration of adjacent areas)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
The operations proposed under this application will not materially reduce slope stability on the area or on adjacent areas.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

BOUNDARY, ROAD, LANDING, AND TRAIL

The condition of existing roads, landings and trails has been assessed and documented.	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Existing roads and landings are in a condition suitable for use without modification.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
Trails will be marked in the field and identified accurately on the map post harvest.	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Proposed cutting boundaries are accurately mapped and any variance will be reported post harvest.	Yes <input type="checkbox"/> NA <input checked="" type="checkbox"/>

RIPARIAN MANAGEMENT

All streams are correctly classified and mapped.	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Appropriate timing for removal of any skid trail crossings of streams and non-classified drainages and works in and or about a stream is identified. (Includes appropriate Water Act notifications)	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Activities in RMZ are consistent with Forest Planning and Practices Regulation	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
RRZ's have been/will be marked in the field to prevent harvest	Yes <input type="checkbox"/> NA <input checked="" type="checkbox"/>

Seasonal Constraints

All season activity is recommended for this site (low potential for Archaeological Resources and suitable soil conditions)	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
The activity is to occur only when soil is dry or frozen, or when adequate snow pack exists to ensure no soil disturbance.	Yes <input type="checkbox"/> NA <input checked="" type="checkbox"/>
The application area has been field assessed by an archaeologist and no further archaeological work is prescribed. Proceed as per archaeologists recommendations.	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>

**Professional Certification
Occupant Licence to Cut and Special Use Permit**


Updated: 2013/07/09


RISK RATING			
Estimate the risk of the proposed operations on this area (high, moderate or low) by considering the values at risk and the potential impact of the activity planned activity or the consequences if a contravention occurs. See FS39A for insights on risk rating evaluation			
	High	Medium	Low
Risk to the road, or road users	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Riparian features	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Soil Sensitivity / Site Sensitivity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Terrain stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Private Land/ Indian Reserve / Other Tenures	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Archaeology	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Overall Risk Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

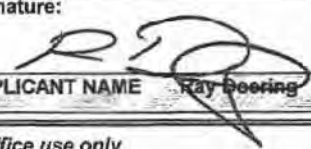
NOTICE OF SPECIAL CONCERNS FOR DISTRICT MANAGER OR FOREST OFFICER TO CONSIDER

Include any requests for exemptions or variances

See the Muskeg River Temporary Permit Application and associated Management Plan for details on assessment processes and mitigation techniques.

PROFESSIONAL SIGNATURE and SEAL	NAME
	Karl Tress
Signature	DATE SIGNED
I certify that I have reviewed this document and personally supervised the work described and that this work has been carried out to a professional standard. SUP <input checked="" type="checkbox"/> OLTG <input type="checkbox"/>	July 9, 2013

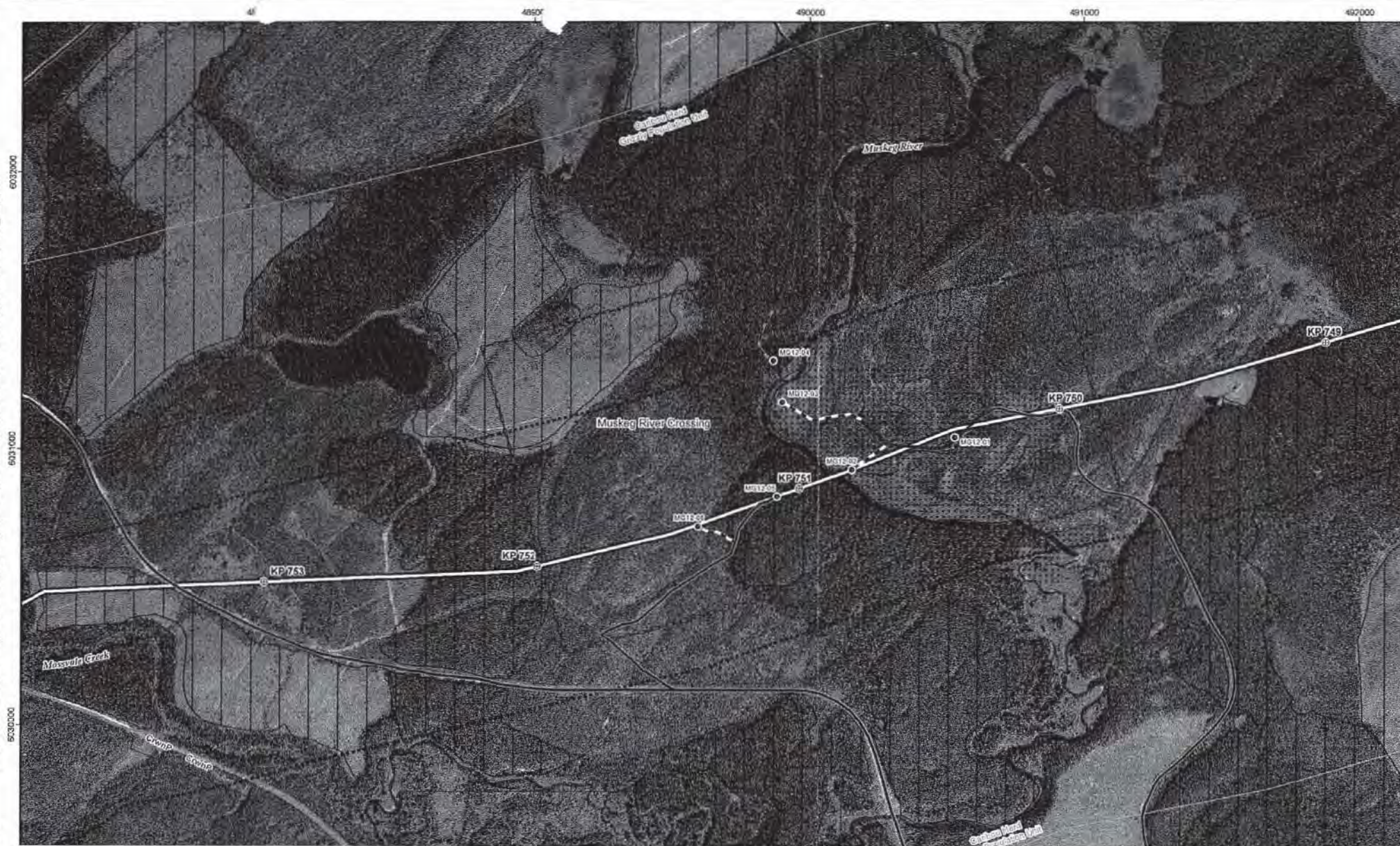
PROFESSIONAL SIGNATURE and SEAL	NAME
	Karl Tress
Signature	DATE SIGNED
I certify that I have reviewed this document and personally supervised the work described and that this work has been carried out to a professional standard. SUP <input type="checkbox"/> OLTG <input checked="" type="checkbox"/>	July 9, 2013

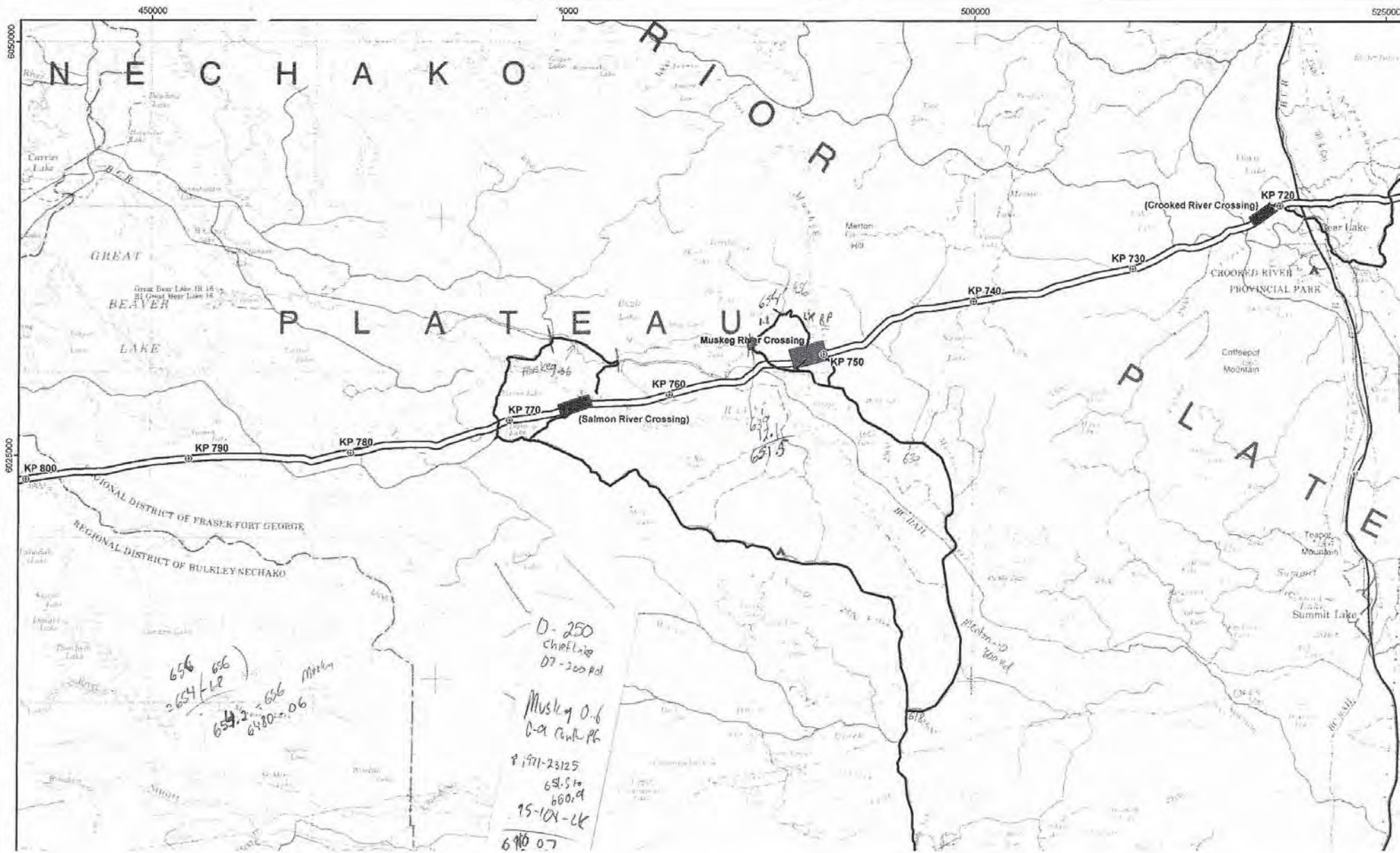
ACKNOWLEDGEMENT BY APPLICANT	
I certify that I have reviewed all assessments and fieldwork. If issued a Licence I agree to conduct all harvesting operations in accordance with Licence the recommendations of the above named professional, who is authorized to act on my behalf for the purposes of this application.	
Signature:	
	9 July, 2013
APPLICANT NAME	DATE SIGNED
Ray Boering	

For office use only

Temporary Permit Application for the Muskeg River Crossing Area
SUMMARY OF WORK PROGRAM
Mar 18, 2013

	Area/Site Description	Planned Work (Use) of Area/Site	Disturbance area/ Impact Description	Authorizations Required
Existing Permitted Regional Access	Public Highways • Highway 97 and Chief Lake Road	• Equipment Mobilization and Demobilization (<i>See Note 1</i>) • Daily Crew Transportation in pick-up trucks	• None	None
	Existing Permitted Resource Roads (<i>See Note 2</i>) • Salmon FSR • Teardrop-Mossvale FSR • Merton FSR • RP R1136 R, RP R1136 19B	• Equipment Mobilization and Demobilization (<i>See Note 1</i>) • Daily Crew Transportation in pick-up trucks	• None	Road Use Permit • Salmon FSR, Teardrop-Moss FSR • Road Permits; RP R1136 R, 19B OR • Exemption from Prince George Forest District
Non-status existing access	Access to sites MG12-04 and MG12-01, 02, and 03 will require the use of non-status access as defined on the map and in shapefile for SUP permit application.	• Equipment Mobilization and Demobilization (<i>See Note 1</i>) • Daily Crew Transportation in pick-up trucks	• Brush and potentially seedlings may be cleared along a 1000 m length at 5 m wide (0.5 ha). • Waterbars may be filled and subsequently re-established during closure.	1. Special Use Permit (SUP) to 1000 m (approx. 0.5 ha) of non-status access and outside the TP boundary. 2. Temporary Permit (TP) total Required to access an estimate (0.54 ha), 725 m of non-bladed trail (0.04 ha) and 125 m of bladed trail (0.04 ha) total estimated area with the TP 3. Occupant License to Cut (OLC) George Forest District is for clearing along equipment access trails and merchantable timber = 40 m ³ Spruce, 20 m ³ Pine. No timber All trees are to be bucked and
Trails	<u>Equipment access trails (3.5 m wide) within the TP permit area</u> • <u>725 m of non-bladed trail</u> within previously harvested areas. • <u>125 m of new bladed trail</u> to access MG12-04.	• Ground-based equipment travel between existing permitted or re-activated road access within TP area (described above) to test sites (described below). • 725 m total of <u>non-bladed trail</u> length by 3.5 m wide = 0.25 ha. • 125 m of new bladed trail by 3.5 m = 0.04 ha.	• Brush and seedlings will be cleared along existing trail length of 725 (0.25 ha) and trees and brush will be cleared along a new trail length of 125 m (0.04 ha). • Mature forest has an estimated stand mix of 50% Spruce, 50% Pine at overall 300 m ³ /ha. Total timber cutting <u>without removal</u> will be 12 m ³ (6 m ³ Spruce, 6 m ³ Pine).	
Test sites	<u>Clearing to provide access at test sites within the TP area</u> • <u>6 ground access sites</u> are planned. 5 are within previously disturbed area and 1 is new clearing.	• Clear geotechnical test drill sites for drilling operations that range in size from 15 m to 30 m square. • 6 sites are estimated to be completed at maximum 30 m by 30 m size = 0.54 ha.	• 6 pads at 0.09 ha each = 0.54 ha. • Drill water and drill cutting discharges to surface and clearing of vegetation. • Reclamation includes re-vegetation. • Brush will be cut at 5 test sites (0.45 ha). • Mature forest at 1 test site (0.09 ha) has an estimated stand mix of 50% Spruce, 50% Pine at overall 300 m ³ /ha. Total timber cutting <u>without removal</u> will be 28 m ³ (14 m ³ Spruce, 14 m ³ Pine).	







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CONTACT: Greg Jonuk, DPG, 250-614-7402

Date typed: 29/07/13 Date revised: N/A

File: 19570-20/S25700

September 27, 2013

Northern Gateway Pipelines Inc.
1600 15th Avenue, Suite C103 Parkwood Place
Prince George, British Columbia
V2L 3X3

Dear Permittee:

Attached please find your copy of Special Use Permit S25700 for the purpose of Geotechnical Investigation Activities located at the Muskeg River Crossing Temporary Permit Area, identified by BC Lands File No. 7409643.

If problems develop that could adversely affect the fish and wildlife resources, we request that the permittee advise the Ministry of Environment (phone 565-6140) or the Ministry of Forests, Lands and Natural Resource Operations immediately.

As a licensee or permittee, please be aware that you have obligations under WorkSafeBC legislation to ensure safe operations and communicate known hazards to your workers. Further, under the Forest and Range Practices Act, you have an obligation to share in reasonable costs for road maintenance.

The local Road User Group (RUG) has developed a Road Use Agreement and processes that will assist you in meeting these obligations and as such, it will be necessary for you to contact them.

As a licensee or permittee, please be aware that you have obligations under WorkSafeBC legislation to ensure safe operations and communicate known hazards to your workers. Further, under the Forest and Range Practices Act, you have an obligation to share in reasonable costs for road maintenance. The local Road User Group (RUG) has developed a Road Use Agreement and processes that will assist you in meeting these obligations and as such, it will be necessary for you to contact them. To contact the RUG in the Prince George Natural Resource District, please call Flemming Einfeldt at 250-564-4115. To contact the RUG in the Robson Valley area of the Prince George Natural Resource District, please contact Bob Mitchell at 250-569-3789. It is also necessary to review the Forest Road Procedures that have been developed for use on all forest roads within the Prince George Natural Resource District (these procedures are available at the following web site www.for.gov.bc.ca/dpg). The FRP's are a critical part of the system that is improving road safety within the Prince George area.

.../2

Ministry of Forests,
Lands and Natural
Resource Operations

Prince George Natural
Resource District

Address:
2000 South Ospika Boulevard
Prince George, British Columbia
V2N 4W5

Tel: (250) 614-7400
Fax: (250) 953-0413



Northern Gateway Pipelines LP
Suite 3000
425 - 1st Street SW
Calgary, AB T2P 3L8

25700
SEP 26 2013

PRINCE GEORGE
DISTRICT

000187

MINISTER OF FINANCE
FRONTCOUNTER BC PRINCE GEORGE
1044 5TH AVE
PRINCE GEORGE BC V2L 5G4
CANADA

INFORMATION

Date: 2013/09/11
Cheque No.
N° du chèque: 4032305841
Vendor No.
N° du vendeur: 10478
Document No.
N° du document: 3140851

Page 1 of / de 1

INVOICE DATE DATE DE LA FACTURE	INVOICE NUMBER N° DE FACTURE	REFERENCE NUMBER N° DE RÉFÉRENCE	GROSS AMOUNT MONTANT BRUT	DISCOUNT AMOUNT MONTANT D'ESCOMPTE	NET AMOUNT MONTANT NET
2013/09/09 CHERYL RODGER EYT5060: ANNUAL RENTAL FOR SPECIAL USE PERMIT - MUS	CRQ09-SEP-2013A	CRQ09-SEP-2013A	238.00		238.00
				TOTAL	238.00

THE TORONTO-DOMINION BANK

IRREVOCABLE STANDBY LETTER OF
CREDIT NO. S200866

PLACE AND DATE OF ISSUE:
CALGARY 19 SEPTEMBER, 2013

DATE AND PLACE OF EXPIRY:
30 SEPTEMBER, 2014 OUR COUNTERS

-----APPLICANT-----
NORTHERN GATEWAY PIPELINES INC
3000, 425 - 1 STREET SW
CALGARY, ALBERTA T2P 3L8

-----BENEFICIARY-----
HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH
COLUMBIA (THE "PROVINCE")
MINISTER OF FINANCE
FOREST REVENUE OPERATIONS
PO BOX 9990 STN PROV GOVT
VICTORIA, BC V8W 9R7

-----ISSUING BANK-----
THE TORONTO-DOMINION BANK
GLOBAL TRADE FINANCE
900 HOME OIL TOWER, 324 8TH AVENUE SW
CALGARY, ALBERTA T2P 2Z2
TEL: 403 292 1340, FAX: 403 292 1223

AMOUNT: CAD 25,000.00
CANADIAN DOLLARS TWENTY FIVE THOUSAND 00/100

RE: SPECIAL USE PERMIT S25700 - NORTHERN GATEWAY PIPELINES INC.

THE ISSUER HEREBY ISSUES ITS IRREVOCABLE STANDBY LETTER OF CREDIT NO. S200866 (THIS "LETTER OF CREDIT") FOR THE AMOUNT OF CAD25,000.00 (CANADIAN DOLLARS TWENTY FIVE THOUSAND ONLY) AVAILABLE FOR PAYMENT TO THE PROVINCE UPON RECEIPT BY THE ISSUER VIA COURIER, REGISTERED MAIL OR PERSONAL SERVICE AT ITS ADDRESS ABOVE OF:

I. A WRITTEN DEMAND (A "DEMAND") FOR PAYMENT OR, WITHOUT LIMITATION, PARTIAL PAYMENT, WITH REFERENCE TO THIS LETTER OF CREDIT NUMBER, SIGNED BY AN AUTHORIZED SIGNATORY OF THE PROVINCE; AND

II. A COPY OF THIS LETTER OF CREDIT, EXCEPT ON THE FINAL DRAW WHEN THE ORIGINAL OF THIS LETTER OF CREDIT MUST BE PRESENTED.

A. SUBJECT TO PARAGRAPH B BELOW, THIS LETTER OF CREDIT EXPIRES ON SEPTEMBER 30, 2014.

B. THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRY DATE WITHOUT ANY FORMAL AMENDMENT UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO THE PRESENT EXPIRY OR ANY SUCH FUTURE EXPIRY DATE AS AUTOMATICALLY EXTENDED WE SHALL NOTIFY THE MINISTER OF FINANCE IN WRITING BY REGISTERED MAIL OR COURIER THAT WE ELECT NOT TO EXTEND THE LETTER OF CREDIT FOR ANY FURTHER PERIOD AND AT THE SAME TIME FORWARD TO THE MINISTER OF FINANCE TOGETHER WITH SUCH WRITTEN NOTICE OF

PAGE 2.
CONTINUATION OF IRREVOCABLE STNDBY LETTER OF CREDIT NO. S200866

ELECTION A BANK DRAFT PAYABLE TO THE MINISTER OF FINANCE IN THE
AMOUNT OF CAD25,000.00 LESS ANY AMOUNT PREVIOUSLY PAID UNDER

THIS LETTER OF CREDIT.

C. THE ISSUER AGREES THAT THE PROVINCE IS PERMITTED TO MAKE
PARTIAL DRAWINGS ON THIS LETTER OF CREDIT.

D. THE ISSUER AGREES THAT PARTIAL DRAWINGS ARE PERMITTED
ACCOMPANIED BY A COPY OF THIS LETTER OF CREDIT.

E. THE ISSUER AGREES THAT NO BANK CHARGES WITH RESPECT TO THIS
LETTER OF CREDIT ARE PAYABLE BY THE PROVINCE.

F. THE ISSUER AGREES THAT ALL DOCUMENTS DRAWN UNDER AND IN
COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, INCLUDING,
WITHOUT LIMITATION, A DEMAND, WILL BE DULY HONoured UPON
PRESENTATION AS SPECIFIED IN THIS LETTER OF CREDIT.

G. THE ISSUER WILL NOT:

I. INQUIRE AS TO WHETHER THE PROVINCE HAS THE RIGHT TO MAKE
DEMAND UNDER THIS LETTER OF CREDIT; OR

II. RECOGNIZE ANY CLAIM, INCLUDING, WITHOUT LIMITATION, ANY
COUNTER-CLAIM OR SET-OFF, OF THE APPLICANT WITH RESPECT TO
THIS LETTER OF CREDIT.

H. THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN
ACCORDANCE WITH THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA
AND CANADA.

I. THE AMOUNT AVAILABLE UNDER THIS LETTER OF CREDIT MAY BE
REDUCED, FROM TIME TO TIME, UPON WRITTEN NOTIFICATION FROM THE
PROVINCE, CONFIRMING THE AMOUNT TO BE RELEASED.

J. THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS ACT
AND PRACTICE FOR DOCUMENTARY CREDITS, 2007 REVISION,
INTERNATIONAL CHAMBER OF COMMERCE-PUBLICATION NO. 600,
IMPLEMENTATION DATE JULY 1, 2007, ("UCP 600"), EXCEPT FOR ARTICLE
36 (FORCE MAJEURE) WHICH SHALL NOT APPLY. IN THE EVENT OF ANY
INTERRUPTION OF THE ISSUER'S BUSINESS BY REASON OF ANY OCCURRENCE
AS DESCRIBED IN ARTICLE 36 OF UCP 600, OR ANY OTHER REASON, AND
IN THE EVENT THAT THIS LETTER OF CREDIT BY ITS TERMS WOULD EXPIRE
DURING SUCH PERIOD OF INTERRUPTION, THE ISSUER AGREES TO EXTEND

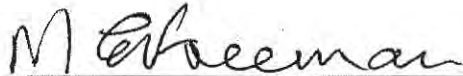
PAGE 3.
CONTINUATION OF IRREVOCABLE STANDBY LETTER OF CREDIT NO. S200866

THE EXPIRATION DATE OF THIS LETTER OF CREDIT FOR A PERIOD OF THIRTY (30) DAYS AFTER THE RESUMPTION OF THE ISSUER'S BUSINESS.

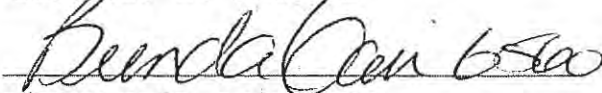
K. IN THE EVENT OF ANY CONFLICT BETWEEN THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA OR CANADA AND THE UCP 600, THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA OR CANADA, AS APPLICABLE, SHALL APPLY.

L. IN THE EVENT OF ANY CONFLICT BETWEEN THE UCP 600 AND THE TERMS OF THIS LETTER OF CREDIT, THE TERMS OF THIS LETTER OF CREDIT SHALL APPLY.

NAME OF ISSUER: THE TORONTO-DOMINION BANK



AUTHORIZED SIGNATURE (F-329)
MARGARET E. FREEMAN



AUTHORIZED SIGNATURE
BRENDA GAIR



**SPECIAL USE PERMIT NO.
S25700**



THIS PERMIT, dated for reference **August 12, 2013** is issued to:

NORTHERN GATEWAY PIPELINES INC.
SUITE 103 1600-15TH AVE. PARKWOOD PLACE
PRINCE GEORGE, BRITISH COLUMBIA
V2L 3X3
Phone: 250-645-2404
(the "Permittee")

WHEREAS:

- A. The Permittee wishes to use a portion of Crown land in a Provincial Forest for the purposes of construction and maintenance of a road, including construction and maintenance of bridges and other drainage structures, and has not been authorized under any other enactment to use the land.
- B. The Permittee made application on **July 5, 2013** in accordance with section 8 of the Provincial Forest Use Regulation of the *Forest Practices Code of British Columbia Act*, and has submitted a plan that sets out how the land will be used, including identification of the following proposed activities which are listed in Schedule 2 of the Contaminated Sites Regulation under the *Environmental Management Act*: **None**.

1.00 GRANT OF RIGHTS AND TERM

- 1.01 Subject to this Permit and the Acts, regulations, and standards referred to in paragraph 6.01, the Permittee may use the Crown land designated on the attached Exhibit "A" map to this Permit (the "Permit Area") for the purpose of:
 - (a) construction and maintenance of roads and trails, including construction and maintenance of bridges and other drainage structures.
- 1.02 The term of this Permit begins on July 26, 2013, and will terminate on the date when the District Manager notifies the Permittee in writing that:
 - (a) the road has been deactivated to the satisfaction of the District Manager;
or
 - (b) future use of the road by others will preclude the need for permanent deactivation.
- 1.03 There is reserved to the Government:

- (a) the right to grant rights-of-way across, through or over the permit area to other parties, on such terms and conditions as the District Manager determines;
- (b) the right of employees and agents of the Government to use and to cross the road and the permit area; and
- (c) the right to grant timber harvesting rights to others with respect to the timber located outside the clearing area, but within the permit area.

2.00 CONDITIONS AND REQUIREMENTS

- 2.01 The Permittee may only carry out activities on the Permit Area in accordance with the plan attached as Schedule "A".

3.0 OTHER RIGHTS

- 3.01 The Permittee's rights under this Permit are subject to any other rights of use and occupation over the permit area and the clearing area which the Government has granted to third parties and the Permittee covenants not to obstruct or impede a third party in their authorized use or occupation of these areas.
- 3.02 Except where a mineral reserve established under section 22 (2) of the *Mineral Tenure Act* allows otherwise, the Permittee covenants and agrees not to obstruct, or impede the use, or diminish the rights held under tenures which have been, or which may be, issued to third parties under the *Mineral Tenure Act*.

4.00 ANNUAL RENT

- 4.01 In addition to money payable by the Permittee under the *Forest Act* and the *Forest Practices Code of British Columbia Act* and regulations made under them, the Permittee will pay to the Crown, immediately upon receipt of a statement issued on behalf of the Crown, annual rent in the amount of:
 - (a) \$ 238.00 for the first year; and
 - (b) for ensuing years, an amount determined by the District Manager.

5.00 DEPOSIT

- 5.01 In addition to any money payable by the Permittee under the Acts or regulations referred to in paragraph 6.00, or the money referred to in paragraph 4.01, the Permittee must maintain a deposit in the amount of **\$25,000** in the form of a security acceptable to the District Manager, before using the land as specified in paragraph 1.01.

- 5.02 The District Manager may use any or all of the deposit referred to in paragraph 5.01
- (a) to satisfy a claim made by the owner of personal property, other than the Permittee or the Government, who has property situated on the Permit Area, or
 - (b) to cover the costs resulting from a failure of the Permittee to meet the conditions of this Permit.
- 5.03 The District Manager, after at least four weeks notice to the Permittee, may take from the deposit:
- (a) an amount sufficient to cover costs incurred by the District Manager in remedying the Permittee's failure to meet the conditions of this Permit; or
 - (b) an amount equal to the District Manager's estimate of the costs which the District Manager could reasonably expect to incur in remedying the Permittee's failure to meet the conditions of this Permit, and for that purpose a security included in the deposit may be realized.
- 5.04 A notice referred to in paragraph 5.03 must specify:
- (a) the condition of this Permit which the Permittee failed to meet; and
 - (b) the amount the District Manager takes from the deposit.
- 5.05 If the District Manager gives the Permittee a notice that an amount has been taken under this part from the deposit, the Permittee within four weeks of the date from which the notice is given, must add to the deposit, in a form acceptable to the District Manager, an amount sufficient to replenish the deposit to the amount specified in paragraph 5.01.
- 5.06 Subject to paragraphs 5.03, 5.04 and 5.05, if:
- (a) the District Manager takes from the deposit an amount equal to the District Manager's estimate of the costs which the District Manager could reasonably expect to incur in remedying the Permittee's failure to meet the conditions of this Permit; and
 - (b) the costs incurred by the District Manager in remedying the Permittee's failure to meet the conditions of this Permit are less than the amount taken from the deposit;
- the District Manager will as soon as feasible return to the Permittee an amount equal to the difference between the amount taken from the deposit and the costs incurred by the District Manager.
- 5.07 If
- (a) the District Manager takes from the deposit an amount equal to the District Manager's estimate of the costs which the District Manager could reasonably expect to incur in remedying the Permittee's failure to meet a condition of this Permit, and

- (b) the costs incurred by the District Manager in remedying the Permittee's failure to meet a condition of this Permit are greater than the amount taken from the deposit,

the District Manager may take from the deposit an additional amount equal to the difference between the costs incurred by the District Manager and the amount originally taken from the deposit, and for that purpose a security included in the deposit may be realized.

- 5.08 Subject to the *Forest Practices Code of British Columbia Act* and the regulations made under that Act, the Crown will return to the Permittee the deposit, less deductions made under paragraphs 5.03 and 5.06, when:

- (a) this Permit expires, or is surrendered; and
- (b) the District Manager is satisfied that the Permittee has fulfilled all obligations under or in respect of this Permit.

- 5.09 Amounts taken under part 5.00 from the deposit are in addition to and not in substitution for any other remedies available to the Crown in respect of a default of the Permittee.

- 5.10 The Permittee agrees that \$ 25,000 of the deposit paid will be used for the purpose of:

- (a) satisfying a claim made by the owner of personal property, other than the Permittee or the Government, who has property situated on the permit area; and
- (b) covering the costs resulting from a failure of the Permittee to meet the conditions of this Permit.

- 5.11 If the Permittee fails to meet a condition of this Permit or damages the personal property referred to in paragraph 5.10, the District Manager may take from the deposit referred to in paragraph 5.10 an amount estimated by the District Manager to be required in order to fulfil the conditions of the Permit or restore the damage to the property.

6.00 LEGISLATIVE FRAMEWORK

- 6.01 This Permit is subject to:

- (a) the *Forest Act*;
- (b) the *Forest Practices Code of British Columbia Act*;
- (c) the *Forest and Range Practices Act*;
- (d) the *Mining Right of Way Act*;
- (e) the *Wildfire Act*; and

- (f) the regulations and standards made under those Acts.
- 6.02 The Permittee must:
 - (a) comply with the Acts, regulations and standards referred to in section 6.01 and any other applicable legislation
 - (b) ensure that its employees, agents and contractors comply with these Acts, regulations and standards when engaging in or carrying out activities or operations under or associated with this Permit.
- 6.03 Nothing in this Permit is to be construed as authorizing the Permittee to engage in any activities or carry out any operations otherwise than in accordance with the requirements of the Acts, regulations and standards referred to in section 6.01.

7.00 NOTICE

- 7.01 A notice given under this Permit must be in writing.
- 7.02 A notice given under this Permit may be:
 - (a) delivered by hand;
 - (b) sent by mail; or
 - (c) subject to paragraph 7.05, sent by facsimile transmission;to the address or facsimile number, as applicable, specified on the first page of this Permit, or to such other address or facsimile number as is specified in a notice given in accordance with this part.
- 7.03 If a notice is given under this Permit, it is deemed to have been given:
 - (a) if it is given in accordance with subparagraph 7.02 (a), on the date it is delivered by hand;
 - (b) if it is given in accordance with subparagraph 7.02 (b), subject to paragraph 7.04, on the eighth day after its deposit in a Canada Post Office at any place in Canada; and
 - (c) if it is given in accordance with subparagraph 7.02 (c), subject to paragraph 7.05, on the date it is sent by facsimile transmission.
- 7.04 If, between the time a notice is mailed in accordance with subparagraph 7.02 (b) and the time it is actually received, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice is not deemed to be given until the party actually receives it.
- 7.05 If a notice is sent by facsimile transmission, the party sending the notice must take reasonable steps to ensure that the transmission has been successfully completed.

8.00 MISCELLANEOUS

- 8.01 Upon termination or cancellation of this Permit:

- (a) title to all improvements that are fixed to the Crown land under this Permit, shall vest in the Crown without compensation to the Permittee; and
 - (b) the Permittee must not remove any improvements unless authorized to do so by the District Manager.
- 8.02 This Permit will enure to the benefit of, and be binding on, the parties and their respective heirs, executors, successors and permitted assigns.
- 8.03 Any power conferred or duty imposed on the District Manager under this Permit may be exercised or fulfilled by any person authorized to do so by the District Manager.
- 8.04 In building, modifying, maintaining and using the road under this Special Use Permit, the Permittee must:
 - (a) obtain the necessary permits or authorization for the crossing of alienated lands including but not limited to powerlines, pipelines, railroads, public roads, mineral claims, Agricultural Land Reserve's;
 - (b) obtain the necessary permits or authorization from other resource agencies.
- 8.05 Subject to the prior approval of the District Manager, the Permittee must ensure that any gate shall not be, or become, a hazard to the users of the road. The gate must be placed in a conspicuous location, adequately marked with permanent reflective material to be clearly visible to the operator of a motor vehicle from a safe stopping distance. Warning signs must be located to give vehicle operator's adequate warning of the obstruction.
- 8.06 Where the Permittee desires industrial users of the road to announce their position and direction of travel by means of radio, the Permittee must post the radio frequency at the start of the road, together with kilometre markers along the road to enable all industrial users of the road to use the posted radio frequency in the appropriate manner.

9.00 LIABILITY AND INDEMNITY

- 9.01 Subject to Paragraph 9.04, the Permittee will indemnify the Crown against and save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Crown as a result, directly or indirectly, of any act or omission of:
 - (a) the Permittee;
 - (b) an employee of the Permittee;
 - (c) an agent of the Permittee;

- (d) a contractor of the Permittee who engages in any activity or carries out any operation, including but not restricted to the Permittee's operations, under or associated with this Permit; or
 - (e) any other person who on behalf of or with the consent of the Permittee engages in any activity or carries out any operation, including but not restricted to the Permittee's operations, under or associated with this Permit.
- 9.02 For greater certainty, the Permittee has no obligation to indemnify the Crown under Paragraph 9.01 in respect of any act or omission of:
- (a) an employee, agent or contractor of the Crown, in the course of carrying out his or her duties as employee, agent or contractor of the Crown; or
 - (b) a person, other than the Permittee, to whom the Crown has granted the right to use or occupy Crown land.
- 9.03 The Crown is not liable to the Permittee for injuries, losses, expenses, or costs incurred or suffered by the Permittee as a result, directly or indirectly, of an act or omission of a person who is not a party to this Permit, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the Permittee's operations under this Permit by road blocks or other means.
- 9.04 Paragraph 9.01 does not apply to an act or omission which is a direct response to, and complies with, an order made by a Ministry employee or another officer of the Crown.
- 9.05 Amounts taken under Part 5.00 from the deposit and payments required further to the indemnity referred to in Paragraph 9.01, are in addition to and not in substitution for any other remedies available to the Crown in respect of a default of the Permittee.

10.00 INTERPRETATION

- 10.01 In this Permit, unless the context otherwise requires:
- (a) "*Forest Act*" means: the *Forest Act*, R.S.B.C. 1996, c. 157, as amended from time to time, or the successor to this Act, if it is repealed;
 - (b) "*Forest and Range Practices Act*" means: the *Forest and Range Practices Act*, S.B.C. 2002, c. 69 as amended from time to time, or the successor to this Act, if it is repealed;
 - (c) "*Forest Practices Code of British Columbia Act*" means: the *Forest Practices Code of British Columbia Act*, R.S.B.C. 1996, c. 159, as amended from time to time, or the successor to this Act, if it is repealed;
 - (d) *Wildfire Act* means: the *Wildfire Act*, SBC 2004 c. 31, as amended from time to time, or the successor to this Act, if it is repealed;
 - (e) *Mining Right of Way Act* means: the *Mining Right of Way Act*, R.S.B.C. 1996, c. 294, as amended from time to time, or the successor to this Act, if it is repealed;
 - (f) "person" includes a corporation and a partnership.

10.02 Unless otherwise provided in paragraph 10.01, if a word or phrase used in this Permit is defined in the *Forest Act*, *Forest Practices Code of British Columbia Act* or the *Forest and Range Practices Act*, the definition in the Act applies to this Permit, and where the word or phrase in the Act is replaced by a new word or phrase, this Permit is deemed to have been amended accordingly.

10.03 In this Permit, unless the context otherwise requires:

- (a) the singular includes the plural and the plural includes the singular; and
- (b) the masculine, the feminine and the neuter are interchangeable.

10.04 This Permit is divided into parts, paragraphs, subparagraphs, clauses and subclauses, illustrated as follows:

1.00 part;

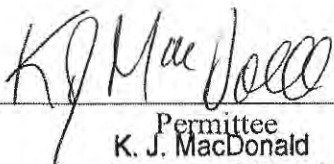
1.01 paragraph;

(a) subparagraph;

(i) clause;

(A) subclause;

and a reference to a subparagraph, clause or subclause is to be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.



Permittee
K. J. MacDonald
V. P. Law & Regulatory

Aug 26, 2013

Date signed



John Huybers, RPF, District Manager
Prince George Natural Resource District

Oct 01/2013

Date signed

SCHEDULE "A"

Plan of Use

The Permittee shall use, maintain, and rehabilitate land under the permit area as specified in the following documents:

Document Name	URL
Muskeg River Crossing Temporary Permit Application (FINAL)	https://spc-ilmb.gov.bc.ca/WG/FNCCT/Omineca/NPCWG/Enbridge/Enbridge%20Authorization%20Team/NGP%20Temporary%20Permit%20Applications/Omineca%20Region/ATS%20107410%20Parsnip%20River%20Crossing/Applications/Parsnip%20River%20Crossing%20TP%20Application%20(FINAL).pdf
Northern Gateway Pipelines Project 2012/2014 Geotechnical Investigations Management Plan REV 1	https://spc-ilmb.gov.bc.ca/WG/FNCCT/Omineca/NPCWG/Enbridge/Enbridge%20Authorization%20Team/NGP%20Temporary%20Permit%20Applications/Omineca%20Region/ATS%20107412%20Crooked%20River%20Crossing/Applications/NGP%20-%202013%20and%202014%20Geotech%20Investigations%20Management%20Plan%20REV%201.pdf
Muskeg River OLTC/SUP Application	See attached below.

Ministry of Forests, Lands and Natural Resource Operations
1044 – 5th Avenue, 1st Floor
Prince George, BC V2L 5G4

July 9, 2013

Attention: Patrick Russell, RPF
Project Manager, Major Projects

Re: NGP Technical Studies
Notice of Application – Forest Act Authorizations
Muskeg River Crossing (Lands File No. 7409643)
Ref. No.: NGP-0043-GET-LET-005-0003

This letter is provided by Northern Gateway Pipelines Inc. ("NGP") to the BC Ministry of Forests, Lands and Natural Resource Operations ("FLNRO") as an application for an Occupant License to Cut ("OLtC") and Special Use Permit ("SUP") authorization(s) under the Forest Act. A copy of the completed form "*Professional Certification, Occupant Licence to Cut and Special Use Permit*", for the purposes of the OLtC and SUP authorizations is attached.

The requests are made in conjunction with a Temporary Permit application (authorization under the Land Act), to support planned geotechnical investigation activities at the **Muskeg River Crossing Temporary Permit Area, identified by BC Lands File No. 7409643**. It is noted that these applications for the OLtC and SUP are being provided in advance of receipt of a TP by NGP, following direction from FLNRO that these applications should be submitted after the TP application is accepted by FrontCounter BC.

Electronic Submission Framework ("ESF") filings have been uploaded to the FLNRO online system. ESF reference numbers are provided in the attached form.

This notice of the application is provided directly to the coordinated permitting team, led by Mr. Patrick Russell, RPF, at the request of FLNRO. It is understood that the applications will be coordinated with the Prince George Forest District by FLNRO.

Note that some areas of the application require acknowledgement that certain site specific information is available, as outlined below. In all cases, the responses on the forms are made based on the commitments to data and processes that will exist at the time of field execution. The process for conducting the assessments associated with these applications is outlined in detail in the Temporary Permit (TP) application to FrontCounter BC.

Calgary: Suite 3000, 425 1st Street SW Calgary, AB T2P 3L8 t 403.231.3414 f 403.718.3525

Edmonton: 10201 Jasper Avenue Edmonton, AB T5J 3N7 t 780.420.5210

Vancouver: Box 50, One Bentall Centre, Suite 660, 505 Burrard Street Vancouver, BC V7X 1M4 t 604.694.7740 f 604.694.7755

Kitimat: 253 City Centre Kitimat, BC V8C 1T6 t 250.632.5431 f 250.632.5783

Prince George: C103 Parkwood Place, 1600 15th Avenue Prince George, BC V2L 3X3 t 250.645.2404 f 250.639.0452

Specifically, despite having checked yes on the Professional Certification Form to:

- the condition of existing roads, landings and trails has been assessed and documented;
- existing roads and landings are in a condition suitable for use without modification;
- all streams are correctly classified and mapped; and,
- all 'Seasonal Constraints',

these assessments have not been conducted. However, these assessments will be conducted and included in the plans and commitments as described in the TP application and accompanying Management Plan prior to any geotechnical drilling related activities. It is acknowledged that all activities related to Forest Act authorizations recognize the reliance-based forest management practices set out in legislation.

Sincerely,

Northern Gateway Pipelines Limited Partnership,
by its general partner, **Northern Gateway Pipelines Inc.**



Raymond Doering
Director, Project Services
Northern Gateway Pipelines Inc.



Karl Tress, RPE
Pipeline Technical Specialist
WorleyParsons Canada

Attachments: *Professional Certification, Occupant Licence to Cut and Special Use Permit*

c: NGP Document Control

Professional Certification
Occupant Licence to Cut and Special Use Permit

Updated: 2013/07/10

OLTC L49670 ESF number 1236515
SUP licence S25700 ESF number 1236516
FCBC ATS number 107408

Deliver or Mail to: Ministry of Forests, Lands and Natural Resource Operations 1044 – 5 th Avenue, 1 st Floor. Prince George, BC V2L 5G4	<p style="text-align: center;">For office use only (Date received by District Manager)</p> Lands tenure number _____
--	---

APPLICANT INFORMATION

Legal name of applicant(s): Enbridge Northern Gateway Pipelines Inc. Client No. 00158178	Address of applicant(s): #103- 1600, 15 th Avenue Prince George, BC V2L 3X3
Prepared by: Karl Tress	Contact information: Email karl.tress@worleyparsons.com (250) 961-2180 cell (250) 645-2409 office

APPLICATION INFORMATION

Location Lands File 7409643 See attached maps: TS-04-003-008, Rev 0; TS-04-001-008, Rev 3;	Muskeg River Crossing 31km E of Bear Lake See attached Map
---	--

Reference to "Summary of Work Program Table" see attached (timber volume/area/access)	
Appraisal short form attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Cruise compilation attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

REVIEW AND APPROVAL INFORMATION

The following information is required for the Ministry to assess this application before it is approved. It is the responsibility of the applicant and the signing professional to ensure this information is complete and accurate. Some or all of the information provided may become part of a Licence issued as a result of this application.

Professional Certification
Occupant Licence to Cut and Special Use Permit

Updated: 2013/07/10

LAND STATUS, FOREST PLANNING, MAPPING AND REFERRALS

The applicant has conducted appropriate investigations to ensure that the area included in the application is vacant Crown land. The area proposed does not overlap or conflict with private land, Indian reserve, a park or protected area, and is not otherwise encumbered in a manner that would prevent issuance of an Occupant Licence to Cut.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Map(s) are attached and comply with the standard required or have been submitted.	Yes <input checked="" type="checkbox"/>
ESF submission has been made.	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
A field assessment has been conducted and all resource features that could reasonably be affected by this application have been assessed and considered in the preparation of the application.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
<i>The area has been checked for the following values and features and appropriate management consideration has been prescribed:</i>	
Other leases, Licences or permits	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Mining, petroleum or other sub-surface or surface tenures	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Wildlife tree patches	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Community watershed or domestic water sources	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Range tenures/fences –(referral required if harvesting within a grazing lease)	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Old growth management areas/wildlife habitat areas/wildlife features	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Classified Lakes/Recreation features	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Forest Ecosystem Networks	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Growth and Yield/Research Areas	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Archaeological Resources	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Roads and trails	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Visual Quality	Yes <input type="checkbox"/> NA <input checked="" type="checkbox"/>
Terrain stability	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Other(specify): Species at Risk	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Specify if FPPR exemptions are required	Yes <input type="checkbox"/> NA <input checked="" type="checkbox"/>

STAND ATTRIBUTES

All clearcut areas will be < 1 ha. (including consideration of adjacent areas)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
The operations proposed under this application will not materially reduce slope stability on the area or on adjacent areas.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

BOUNDARY, ROAD, LANDING, AND TRAIL

The condition of existing roads, landings and trails has been assessed and documented.	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Existing roads and landings are in a condition suitable for use without modification.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
Trails will be marked in the field and identified accurately on the map post harvest.	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Proposed cutting boundaries are accurately mapped and any variance will be reported post harvest.	Yes <input type="checkbox"/> NA <input checked="" type="checkbox"/>

RIPARIAN MANAGEMENT

All streams are correctly classified and mapped.	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Appropriate timing for removal of any skid trail crossings of streams and non-classified drainages and works in and or about a stream is identified. (Includes appropriate Water Act notifications)	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Activities in RMZ are consistent with Forest Planning and Practices Regulation	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
RRZ's have been/will be marked in the field to prevent harvest	Yes <input type="checkbox"/> NA <input checked="" type="checkbox"/>

Seasonal Constraints

All season activity is recommended for this site (low potential for Archaeological Resources and suitable soil conditions)	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
The activity is to occur only when soil is dry or frozen, or when adequate snow pack exists to ensure no soil disturbance.	Yes <input type="checkbox"/> NA <input checked="" type="checkbox"/>
The application area has been field assessed by an archaeologist and no further archaeological work is prescribed. Proceed as per archaeologists recommendations.	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>

**Professional Certification
Occupant Licence to Cut and Special Use Permit**

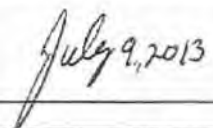
Updated: 2013/07/09


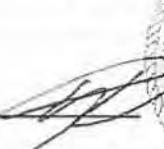
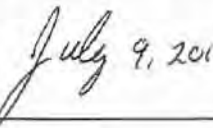
RISK RATING			
Estimate the risk of the proposed operations on this area (high, moderate or low) by considering the values at risk and the potential impact of the activity planned activity or the consequences if a contravention occurs. See FS39A for insights on risk rating evaluation			
	High	Medium	Low
Risk to the road, or road users	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Riparian features	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Soil Sensitivity / Site Sensitivity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Terrain stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Private Land/ Indian Reserve / Other Tenures	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Archaeology	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Overall Risk Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>


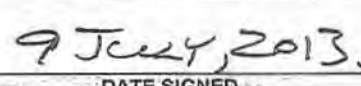
NOTICE OF SPECIAL CONCERNS FOR DISTRICT MANAGER OR FOREST OFFICER TO CONSIDER

Include any requests for exemptions or variances

See the Muskeg River Temporary Permit Application and associated Management Plan for details on assessment processes and mitigation techniques.

PROFESSIONAL SIGNATURE and SEAL	NAME
 Signature:  I certify that I have reviewed this document and personally supervised the work described and that this work has been carried out to a professional standard. SUP <input checked="" type="checkbox"/> OLTC <input type="checkbox"/>	Karl Tress
	DATE SIGNED 

PROFESSIONAL SIGNATURE and SEAL	NAME
 Signature:  I certify that I have reviewed this document and personally supervised the work described and that this work has been carried out to a professional standard. SUP <input type="checkbox"/> OLTC <input checked="" type="checkbox"/>	Karl Tress
	DATE SIGNED 

ACKNOWLEDGEMENT BY APPLICANT	
I certify that I have reviewed all assessments and fieldwork. If issued a Licence I agree to conduct all harvesting operations in accordance with Licence the recommendations of the above named professional, who is authorized to act on my behalf for the purposes of this application.	
Signature: 	
APPLICANT NAME Ray Deering	DATE SIGNED

For office use only

Interior Stumpage Rate Request Form



REFER TO ATTACHED PROCEDURES DOCUMENT WHEN COMPLETING THIS FORM.

Licensee	Northern Gateway Pipelines Inc	Licence/CP	L49670
Forest District	Prince George	Timber Mark	L49670
Forest Zone	North Central Zone	Point of Appraisal	Bear Lake
Timber Supply Area	Prince George	Area (ha)	1.25
Timber Supply Block	E	Effective Date (Ministry Staff)	
Competitive Licence?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Expiry Date (Ministry Staff)	

IAM Sec.	Rate Calculation Method (Check 1 Box Only) Complete Silviculture and/or Bonus Section if Applicable
Non-adjusting - redetermined annually	
6.1.1	Community Forest Agreement - August 1 <input type="checkbox"/>
6.1.2	Woodlot Licences (CP, BSP or RP) - August 1 <input type="checkbox"/>
6.1.3	Deciduous Leading Rate - June 1 <input type="checkbox"/>
6.3	Road Timber Mark - June 1 (Including Woodlot Road Timber Marks with an eligible ERA) <input type="checkbox"/>
6.3	Blanket Salvage Cutting Permit - June 1 <input type="checkbox"/>
Fixed for term and all extensions	
5.1.1 (4)	BCTS Decked or Partially Harvested Timber > 3 yrs <input type="checkbox"/> < 3ys <input type="checkbox"/> <input type="checkbox"/>
6.2 (1)	Average Sawlog Stumpage Rate - Table 6-1 <input type="checkbox"/>
6.2 (2)	Intermediate salvage If VCU, attach approved form <input type="checkbox"/>
6.2.1	FLTC for Specific Purposes (No Volume Limit)
(1) (a)	FLTC awarded to highest bidder. Community wildfire protection, or removing damaged timber from plantations or natural stands (attach approved VCU form) <input type="checkbox"/>
	Utilizing post harvest material in landings or at roadside after waste assessment done (attach approved VCU form) <input type="checkbox"/>
(1) (c)	Direct award FLTC for community wildfire protection, or, for FLTC issued to lowest bidder on a contract for community wildfire protection (i) Table 6-1 rates <input type="checkbox"/> (ii) Damaged Timber - Table 6-4 rates <input type="checkbox"/>
(1) (d)	Direct award FLTC issued to the lowest bidder on a contract for removing damaged timber from natural stands or plantations <input type="checkbox"/>
(1) (e)	Timber will be chipped or hogged on site. <input type="checkbox"/>
6.4	Salvage Timber Stumpage Rate - No AAC Damaged Timber - Table 6-4 (> 1/3 of volume damaged by blow down, fire, disease, snow press, or pest) <input type="checkbox"/> Clearcut < 5ha: <input type="checkbox"/> or Stocked stand post-harvest? <input type="checkbox"/>
	Post Harvest Material - Table 6-5 (wood culverts and bridges, or post logging residue) <input type="checkbox"/>
6.5	Decked > 3 yrs <input type="checkbox"/> < 3ys <input type="checkbox"/> <input type="checkbox"/> If VCU, attach approved form <input type="checkbox"/> Partially Harvested Timber > 3 yrs <input type="checkbox"/> < 3ys <input type="checkbox"/> <input type="checkbox"/> If VCU, attach approved form <input type="checkbox"/>
6.6	Miscellaneous Stumpage Rates - Table 6-6 Product: <input type="checkbox"/>
6.7	Linear Tenures: Type: Geotechnical Drilling <input checked="" type="checkbox"/>

Species Volume Estimates	
Species	Volume
Balsam (BA)	m ³
Cedar (CE)	m ³
Fir (FI)	m ³
Hemlock (HE)	m ³
Larch (LA)	m ³
Lodgepole Pine (LO)	20 m ³
Spruce (SP)	20 m ³
White Pine - SIFR Only (WH)	m ³
Yellow Pine - SIFR Only (YE)	m ³
Net Conifer Vol.	40 m ³
Aspen (AS)	m ³
Birch (BI)	m ³
Cottonwood (CO)	m ³
Other	m ³
Net Deciduous Vol.	m ³

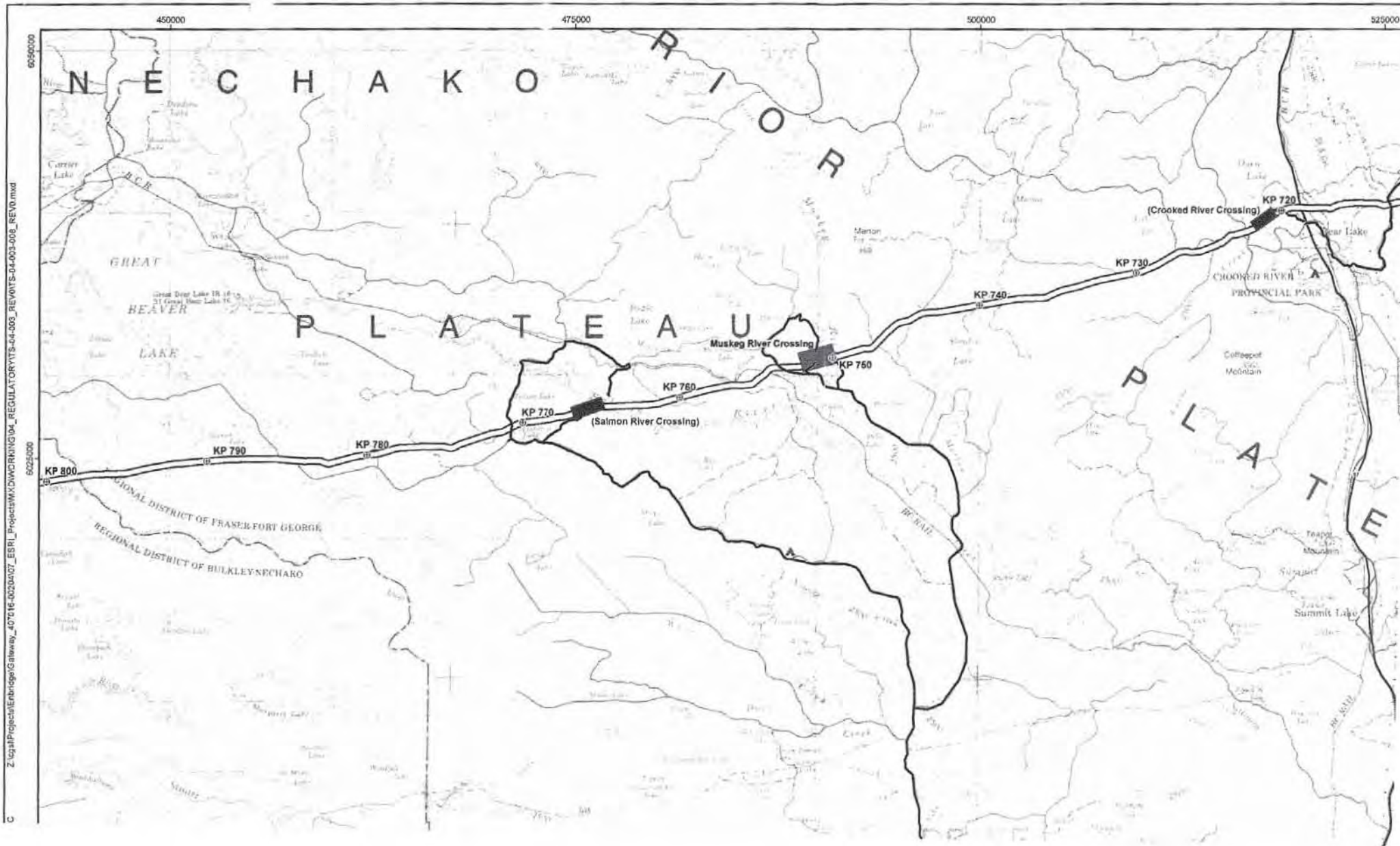
Silviculture (refer to attached procedures)	
Silviculture Responsibility:	
Crown: <input type="checkbox"/>	Licensee: <input type="checkbox"/> n/a: <input checked="" type="checkbox"/>
Apply Silviculture Levy: Grades 1 & 2: <input type="checkbox"/>	
Grade 4: <input type="checkbox"/> Grade 6: <input type="checkbox"/> Deciduous: <input type="checkbox"/>	
Silviculture Levy: \$ per m ³	

Bonus Section (attach signed Tender form)	
Bonus Offer: <input type="checkbox"/>	Bonus Bid: <input type="checkbox"/>
Amount: \$	
Apply bonus bid: Grades 1 & 2: <input type="checkbox"/> Grade 4: <input type="checkbox"/>	
Grade 6: <input type="checkbox"/> Deciduous: <input type="checkbox"/>	

Comments

Authority		
License Representative Karl D Tress	District Review Officer	Regional Revenue Section Employee
Signature and Seal (if applicable)	Signature	Signature
Date July 3, 2013	Date	Date

Version 13.0 October 1, 2011 (replacement)



Z:\local\Projects\Energy\Gateway_407016-003\007_EBR\Projects\KINDING\04_REGULATORY\44-503_REV\04-003-008_REV0.mxd

Temporary Permit Application for the Muskeg River Crossing Area
SUMMARY OF WORK PROGRAM
Mar 18, 2013

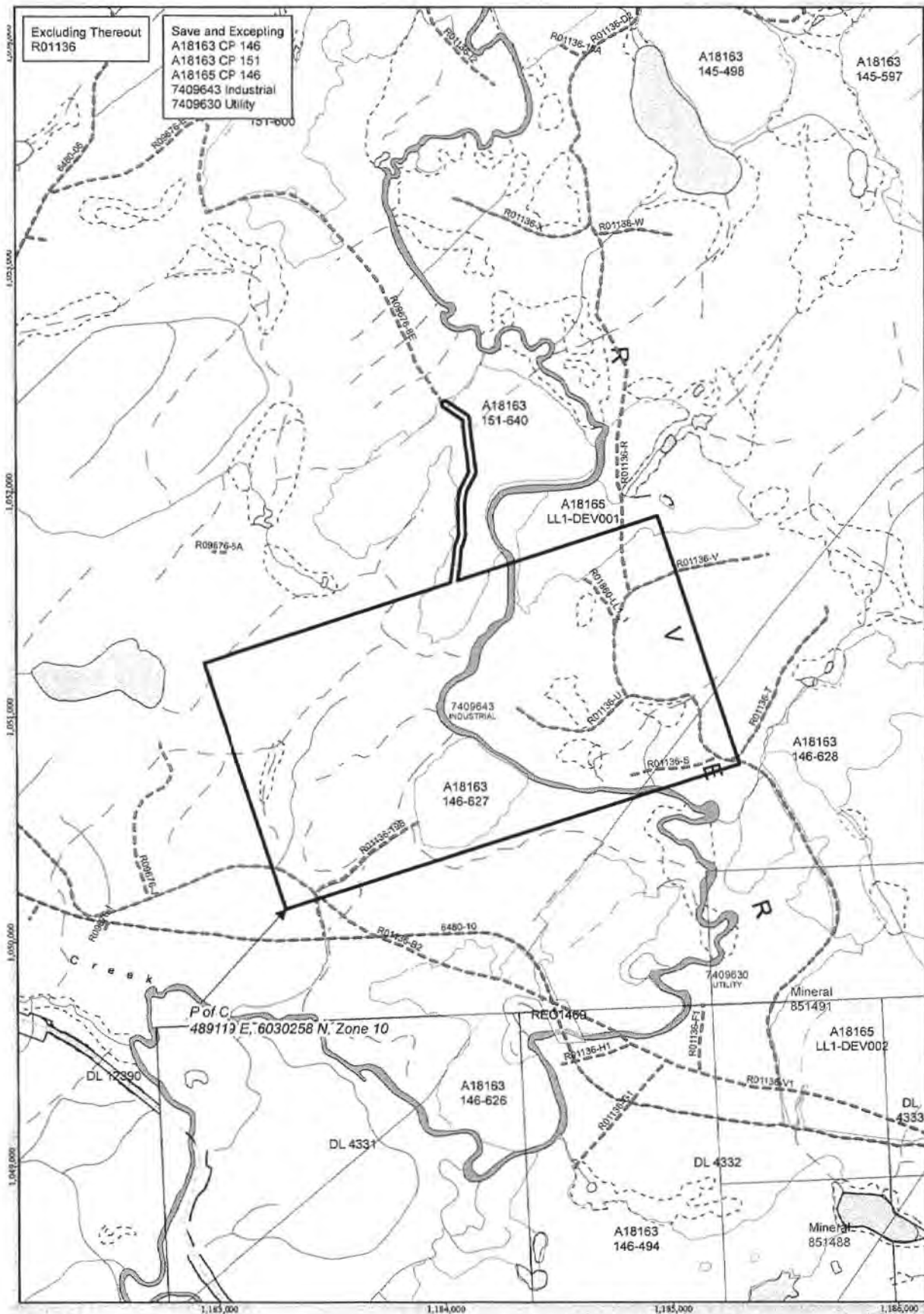
	Area/Site Description	Planned Work (Use) of Area/Site	Disturbance area/ Impact Description	Authorizations Required
Existing Permitted Regional Access	Public Highways • Highway 97 and Chief Lake Road	• Equipment Mobilization and Demobilization (<i>See Note 1</i>) • Daily Crew Transportation in pick-up trucks	• None	None
	Existing Permitted Resource Roads (<i>See Note 2</i>) • Salmon FSR • Teardrop-Mossvale FSR • Merton FSR • RP R1136 R, RP R1136 19B	• Equipment Mobilization and Demobilization (<i>See Note 1</i>) • Daily Crew Transportation in pick-up trucks	• None	Road Use Permit • Salmon FSR, Teardrop-Moss FSR • Road Permits; RP R1136 R, 19B OR • Exemption from Prince George Forest District
Non-status existing access	Access to sites MG12-04 and MG12-01, 02, and 03 will require the use of non-status access as defined on the map and in shapefile for SUP permit application.	• Equipment Mobilization and Demobilization (<i>See Note 1</i>) • Daily Crew Transportation in pick-up trucks	• Brush and potentially seedlings may be cleared along a 1000 m length at 5 m wide (0.5 ha). • Waterbars may be filled and subsequently re-established during closure.	1. Special Use Permit (SUP) to access an estimated 1000 m (approx. 0.5 ha) of non-status access and outside the TP boundary. 2. Temporary Permit (TP) total area = 0.54 ha. Required to access an estimated 1000 m (approx. 0.5 ha) of non-status access, 725 m of non-bladed trail (0.25 ha), 125 m of bladed trail (0.04 ha), total estimated area with the TP boundary = 0.54 ha. 3. Occupant License to Cut (OLC) for the Prince George Forest District is for clearing of vegetation along equipment access trails to provide access to merchantable timber = 40 m ³ Spruce, 20 m ³ Pine. No timber is to be removed. All trees are to be bucked and
Trails	Equipment access trails (3.5 m wide) within the TP permit area • 725 m of non-bladed trail within previously harvested areas. • 125 m of new bladed trail to access MG12-04.	• Ground-based equipment travel between existing permitted or re-activated road access within TP area (described above) to test sites (described below). • 725 m total of non-bladed trail length by 3.5 m wide = 0.25 ha. • 125 m of new bladed trail by 3.5 m = 0.04 ha.	• Brush and seedlings will be cleared along existing trail length of 725 (0.25 ha) and trees and brush will be cleared along a new trail length of 125 m (0.04 ha). • Mature forest has an estimated stand mix of 50% Spruce, 50% Pine at overall 300 m ³ /ha. Total timber cutting <u>without removal</u> will be 12 m ³ (6 m ³ Spruce, 6 m ³ Pine).	
Test sites	Clearing to provide access at test sites within the TP area • 6 ground access sites are planned. 5 are within previously disturbed area and 1 is new clearing.	• Clear geotechnical test drill sites for drilling operations that range in size from 15 m to 30 m square. • 6 sites are estimated to be completed at maximum 30 m by 30 m size = 0.54 ha.	• 6 pads at 0.09 ha each = 0.54 ha. • Drill water and drill cutting discharges to surface and clearing of vegetation. • Reclamation includes re-vegetation. • Brush will be cut at 5 test sites (0.45 ha). • Mature forest at 1 test site (0.09 ha) has an estimated stand mix of 50% Spruce, 50% Pine at overall 300 m ³ /ha. Total timber cutting <u>without removal</u> will be 28 m ³ (14 m ³ Spruce, 14 m ³ Pine).	



EXHIBIT A



(shown in bold black)



Dalton, Diane J CSNR:EX

From: Jonuk, Greg S FLNR:EX
Sent: Wednesday, July 10, 2013 11:04 AM
To: Dalton, Diane J CSNR:EX
Subject: RE: New File(s) Please

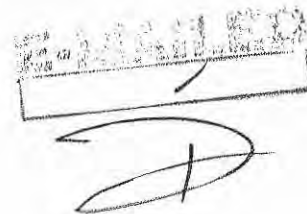
Can you kindly create the following files for us:

Northern Gateway Pipelines Inc.	L49670	OLTC
Northern Gateway Pipelines Inc.	S25700	SUP

Please and thank you.

Greg Jonuk, RFT | Tenures Technician |
Ministry of Forests, Lands, Natural Resource Operations - Prince George Natural Resource District
Tel 250.614.7402 | Fax 250.614.7470 | Email Greg.Jonuk@gov.bc.ca




19545-60 ✓
19570-20 ✓
19570-25 ✓



SPECIAL USE PERMIT APPLICATION

EFFECTIVE DATE: _____

Target Date: August 2, 2013

		DATE	INITIAL
Tenures Tech	<ul style="list-style-type: none"> ✓ Enter in Tracker Cheater ✓ Check application for completeness including necessary approvals from other agencies ✓ Get SUP number from ESF submission ✓ Request file ✓ Purpose <u>Exploration Pipeline Work</u> N/A Check for conflicts with other stakeholders. If placer claim, agreement in writing is required between parties prior to issuance ✓ Check Sch. A or B is completed by applicant N/A If camp use camp sch. B, all other purposes use "gravel pit Sch. A" N/A Gravel pits and rock quarries <ul style="list-style-type: none"> <input type="checkbox"/> max. volume 5 000m³-no Notice of Work & approval required <input type="checkbox"/> over 5 000 m³ <u>must</u> have Notice of Work & approval from Mines N/A Email a meeting request for consultation summary to Aboriginal Liaison Officer re: email link to TRIM with ESF number; and due date with one week reminder. Due date _____ ✓ Request clearance and Exhibit 'A' with ESF number, Mapsheet number, and due date: <u>July 18/13</u> N/A Road access SUP's for mining claims must have approval letter from Mines! road layout & design ✓ If timber to be removed from SUP - advise client to fill out License to Cut application <u>L49670</u> ✓ Calculate first years annual rent fees and security deposit (if required <u>\$25,000 deposit; annual fees waived. Collected under Lands Tenure.</u>) N/A Review with relevant Forester, if necessary 	<u>July 11/13</u> 	<u>WJD</u> 
ALO	<ul style="list-style-type: none"> ✓ Consultation and summary complete <u>Summary for Project</u> <u>July 19/13 Beryl Nesbitt Standing electronic To Stacy Grey and John Hughes</u> 		
Tenures Tech	UPON RECEIPT OF EXHIBIT A & CONSULTATION SUMMARY <ul style="list-style-type: none"> ✓ Set effective date <u>Aug 12, 2013</u> ✓ Prepare documents (New, template SUP.doc), cover letter (sup request for signature and fees.doc) and attach Schedule A and Exhibit A ✓ Clip consultation summary to file 	<u>July 31, 2013</u>	<u>G Jovic</u>
RES CLK	<ul style="list-style-type: none"> ✓ Check for outstanding accounts in ARM ✓ ReCalculate rate by size of pit or camp from Exhibit A or Schedule A ✓ Proof read, Print and Assemble documents for signing and ✓ Enter info. into FTA (Effective date, Fees, Term, Zone, Deposit Amt., Assoc. File, etc.) ✓ Update SUP Tenure ledger ✓ Send out to Licensee for Signature and Fees 		
RES CLK	UPON RETURN OF SIGNED DOCUMENTS & MONIES <ul style="list-style-type: none"> ✓ Prepare documents for DM signature, Attach cover letter ✓ Update SUP ledger ✓ Approve in FTA INBOX ✓ Forward to DM for signing 	<u>Oct</u>	<u>GA</u>
FILE	<ul style="list-style-type: none"> ✓ Witness DM Signature & distribute ✓ File 		

Jonuk, Greg S FLNR:EX

From: Dow, Sharon FLNR:EX
Sent: Monday, July 29, 2013 3:31 PM
To: Jonuk, Greg S FLNR:EX; Tait, Andrew S FLNR:EX
Subject: FW: Consultation complete for remainder of NGP sites

fyi – per Frank's note – he said Kelly would be letting you know, but Beryl notified me, and I see you weren't on the list.

Sharon Dow, RPF
Lands Officer, Adventure Tourism, Northern Region
(250) 565-6542

From: Nesbit, Beryl FLNR:EX
Sent: Friday, July 26, 2013 3:36 PM
To: Francis, Dave G FLNR:EX; Dow, Sharon FLNR:EX
Cc: Wintemute, Kelly FLNR:EX; Pollard, Jennifer D FLNR:EX
Subject: Consultation complete for remainder of NGP sites

Hi all,

Consultation is complete for the remaining three Enbridge sites.

[enbridge temp use permit - omineca batchv.1.xml](#)

Beryl Nesbit
Sr. Advisor, First Nations Relations
Omineca Region
Ministry of Forests, Lands and Natural Resource Operations

Phone: 250-565-6440 Enquiry BC Toll Free: 1-800-663-7867
Fax: 250-565-6941
E-mail: beryl.nesbit@gov.bc.ca

It is not the strongest of the species who survives, nor the most intelligent that survives. It is the one that is the most adaptable to change. Darwin

TENURE TECH Greg Jank

Creating Exhibit A Routecard

LICENCE S25700

R.P. _____

CP _____

AMEND #. _____

BLK _____

STARS: ☐ Yes Record # _____ ☐ No

STARS Due Date		OR Required Date		4 weeks prior to effective date
		Required Date	<u>July 18/13</u>	4 weeks prior to Adv date

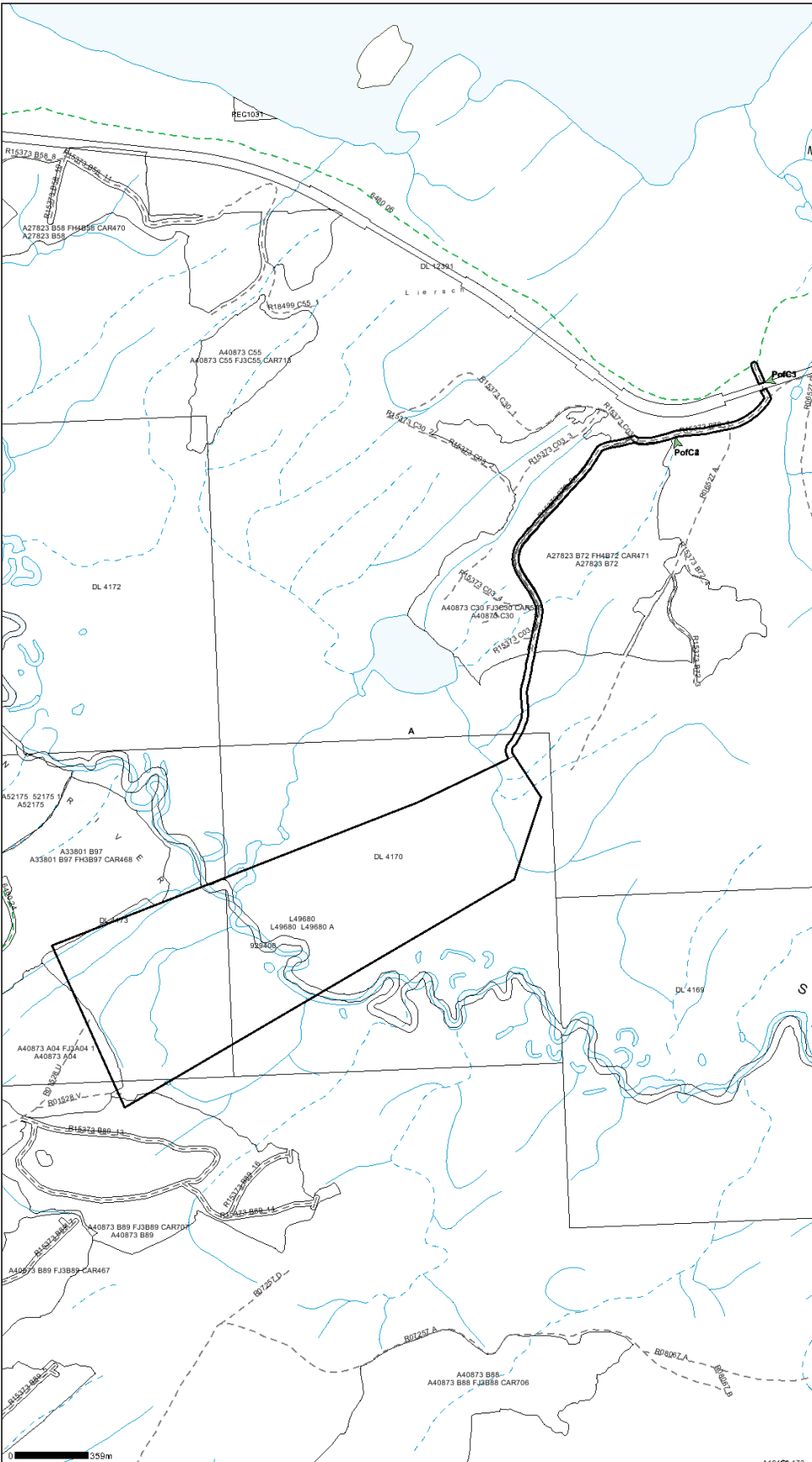
Supervisor's Initial _____

If less than 2 weeks

		DATE	INITIAL								
TENURE TECH	ESF Submission Number <u>1236516</u> (Required For Road Permit Applications)	<u>July 11/13</u>	<u>RL</u>								
TENURE TECH	<input type="checkbox"/> Ex. A (new) with cutting boundary <input type="checkbox"/> Forest Licence <input type="checkbox"/> Clearance <input type="checkbox"/> Cash Sale <input type="checkbox"/> Woodlot <input checked="" type="checkbox"/> STOP <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion Original Net Area _____ <input type="checkbox"/> Revision to an existing Exhibit A <input type="checkbox"/> Road Permit/Amendment <input type="checkbox"/> Quick Status Check Only										
Licensee: <u>NORTHERN GATEWAY PIPELINES INC</u> Phone # <u>Shane Kelly 250-645-2413</u> Map View Management Atlas reviewed & conflicts resolved: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No B.C.G.S. map sheet #: <u>93J045</u> Exhibit A for S25700 and L 49670 should be the same area. Comments/Instructions (from SP): Gross area: <table><tr><td>Blk _____</td><td>Blk _____</td><td>Blk _____</td><td>Blk _____</td></tr><tr><td>_____ ha</td><td>_____ ha</td><td>_____ ha</td><td>_____ ha</td></tr></table> Net Merch. Area: _____ ha Total Reserve & Road Permit Area: _____ ha - Enter drafting actual start date in STARS Additional Info: _____				Blk _____	Blk _____	Blk _____	Blk _____	_____ ha	_____ ha	_____ ha	_____ ha
Blk _____	Blk _____	Blk _____	Blk _____								
_____ ha	_____ ha	_____ ha	_____ ha								
Geomatics Tech	- Complete Status Check - resolve conflicts - If conflict return to RA to resolve with Range/Rec/Other - 3 Exhibit A maps required - (Fill in Exhibit 'A' information on FTA - use gross ha) - Enter completion date in STARS	<u>July 18/13</u>	<u>DC</u>								
Geomatics Tech	- Additional Comments <u>Active CP's have been save and exempted. They appear to be HC.</u>										

MAP OF : L49680 (shown in bold black)

FOREST REGION : RNI FOREST DISTRICT : DJA	TSA : PAG01 0 LAND DISTRICT : CARIBOO DISTRICT	PULPWOOD AGREEMENT : PAG01 0	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 24
ESF SUBMISSION ID : 1236985 BCGS MAPSHEET NO : 93J.044	SCALE : 1:20000 at B Size Area (Ha): 170.749	UTM : 10 NAD : NAD83	DRAWN BY : FTA DATE : Jul 31, 2013



Legend

-  Tenure Application
-  Tenure Road Application
-  Retired Tenure Road
-  P of C
-  P of T
-  Tenure Feature Range
-  TFL
-  Provincial Forest
-  Forest Service Road
-  Highway
-  Municipal Road
-  Non Status Road
-  Recreation Trails
-  Road Permit
-  SUP Road
-  Right of Way
-  Schedule B CP Road
-  Mineral Tenure Points
-  Cities
-  Waterbodies
-  River/Stream
-  Coastline / Island

(170.749 Ha)
 PotC1 UTM10 478385, 6030623
 PotC2 UTM10 477940, 6030374
 A (170.749 Ha)
 PotC3 UTM10 478385, 6030623
 PotC4 UTM10 477940, 6030374

Exclude:
 6480 Sec 06
 R01528 Sec U
 R01528 Sec V
 R06527 Sec A
 R06527 Sec B
 R15373 Sec B72_1
 R15373 Sec B72_2
 R15373 Sec C03_4
 R15373 Sec C03_8
 Referral:
 OPENING 93J044#100
 OPENING 93J034#536
 Save and Except:
 A40873 CP B89
 A40873 CP C30



-  Tenure Application
 Tenure Road Application
 Retired Tenure Road
 P of C
 P of T
 Tenure Feature
 Range
 TFL
 Provincial Forest
 Forest Service Road
 Highway
 Municipal Road
 Non Status Road
 Recreation Trails
 Road Permit
 SUP Road
 Right of Way
 Schedule B CP Road
 Mineral Tenure Points
 Cities
 Waterbodies
 River/Stream
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(170.749 Ha)
 PofC1 UTM10 478385, 6030623
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 A (170.749 Ha)
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R06527 Sec A
R06527 Sec B
R15373 Sec B72_1
R15373 Sec B72_2
R15373 Sec C03_4
R15373 Sec C03_8
Referral:
OPENING 93J044#100
OPENING 93J034#536
Save and Except:
A40873 CP B89
A40873 CP C30



**OCCUPANT LICENCE TO CUT
CUT AND REMOVE TIMBER
L49680**



THIS LICENCE, dated **August 12, 2013**.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the **DISTRICT MANAGER**,
MINISTRY OF FORESTS, LANDS AND
NATURAL RESOURCE OPERATIONS
LYNDA CURRIE
P.O. BOX 100,
FORT ST. JAMES, BRITISH COLUMBIA
V0J 1P0
Phone: (250) 996-5200 Fax: (250) 996- 5290
Email address: Lynda.Currie@gov.bc.ca
(the "Licensor")

AND:

NORTHERN GATEWAY PIPELINES INC.
SUITE 103 - 1600 15TH AVENUE PARKWOOD PLACE
PRINCE GEORGE, BRITISH COLUMBIA
V2L 3X3
Phone: (250) 645- 2404 Fax: (250) 639-0452
(the "Licensee")

WHEREAS:

The Licensee has the right of occupation as the lawful **occupier** of certain areas of land pursuant to **the *Lands Act* file #740962**

- A. The Licensee and Licensor are entering into this Licence **under section 47.4** of the *Forest Act* to cut and remove the Crown timber from the Licence area.

“The Table of Contents and headings in *this Licence* are included for convenience only and do not form a part of this Licence and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Licence.”

TABLE OF CONTENTS

1.00	GRANT OF RIGHTS AND TERM	3
2.00	TIMBER MARK	3
3.00	TIMBER HARVEST LIMITATIONS	3
4.00	SCALE-BASED STUMPAGE.....	3
5.00	TIMBER VOLUME CHARGED TO THE LICENCE.....	4
6.00	WASTE ASSESMENT	4
7.00	COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE	4
8.00	FINANCIAL AND DEPOSITS.....	5
9.00	LIABILITY AND INDEMNITY	6
10.00	TERMINATION.....	7
11.00	WAIVER.....	7
12.00	NOTICE.....	7
13.00	MISCELLANEOUS	8
14.00	INTERPRETATION AND DEFINITIONS	9
	SCHEDULE “A” OTHER CONDITIONS AND REQUIREMENTS.....	12
	SCHEDULE “B” RESERVE TIMBER.....	13
	EXHIBIT “A”	14

THE PARTIES agree as follows:

1.00 GRANT OF RIGHTS AND TERM

- 1.01 The term of this Licence begins on **August 12, 2013**, and ends on the earlier of:
- (a) the day upon which the Licensee's right of occupation expires or is surrendered, cancelled or otherwise terminated;
 - (b) August 11, 2015; or
 - (c) at the Licensee's request, the Licensor gives notice to the Licensee that all contractual and legislative obligations associated with the Licence have been completed.
- 1.02 The Licensee is authorized to cut and remove Crown timber from the area shown on the attached Exhibit "A" maps ("Licence area") that is necessary to cut in order to facilitate the operations or the use of the Crown land within the Licence area as described in the right of occupation.
- 1.03 The Licensee's rights under this Licence are of no force or effect when the right of occupation is suspended.
- 1.04 Subject to the Licence, the Licensee may enter onto areas referred in paragraph 1.01 for the purpose of exercising the rights under this Licence.
- 1.05 This Licence does not grant the Licensee the exclusive right to harvest timber from the Licence area, and the Licensor reserves the right to grant rights to other persons to harvest timber from the Licence Area.

2.00 TIMBER MARK

- 2.01 The timber mark(s) for timber removed under this Licence is:
- L 4 9**
6 8 0
- 2.02 If directed to do so by the Licensor, the Licensee must erect signs at all exits from areas of land referred to in paragraph 1.02, clearly showing the timber mark(s) referred to in paragraph 2.01.

3.00 TIMBER HARVEST LIMITATIONS

- 3.01 The Licensee must comply with the forestry legislation and the conditions and requirements set out in Schedule "A" to this Licence.
- 3.02 In addition to timber specified in the forestry legislation as reserved, the Licensee must not cut, damage, or destroy timber if specified as reserved in Schedule B.

4.00 SCALE-BASED STUMPAGE

- 0.01 For the purpose of determining the amount of stumpage payable in respect of timber removed from the harvest area, the volume or quantity of timber removed will be determined using information provided in a scale of the timber.

0.02 The Licensee must ensure that:

- (a) all timber removed from the harvest area is scaled; and
- (b) the scale of the timber is conducted properly in accordance with the requirements of the *Forest Act* and the regulations made under that Act.

5.00 TIMBER VOLUME CHARGED TO THE LICENCE

5.01 The timber of the following species and grades will be included in determining the volume that will be charged to the Licence:

- (a) all species and grades except for grades 6 and Z.

6.00 WASTE ASSESSMENT

6.01 The quantity and quality of merchantable Crown timber that could have been removed under this Licence but at the Licensee's discretion was not removed, will be determined in accordance with the provisions of Provincial Logging Residue and Waste Measurements Procedures Manual, as amended or replaced from time to time ("current waste assessment manual").

6.02 The Regional Executive Director or District Manager, in a notice given to the Licensee, may require the Licensee to pay in respect of the volume of timber determined under paragraph 6.01, a monetary assessment for all waste.

6.03 The amount of money that the Licensee must pay under a waste assessment will be determined in accordance with the provisions of the current waste assessment manual.

6.04 For the purpose of conducting the assessment of the volume of timber that was not harvested as described in paragraph 6.01:

- (a) the Licensee must conduct an assessment in accordance with the current waste assessment manual after the Licensee has declared that primary logging has been completed for each cut block; or
- (b) the Regional Executive Director or District Manager may conduct an assessment in accordance with the current waste assessment manual after the expiry of the term of the Licence.

7.00 COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE

7.03 Notwithstanding any other provision of this Licence, if a court of competent jurisdiction:

- (a) determines that activities or operations under or associated with this Licence will unjustifiably infringe an aboriginal right and/or title, or treaty right;

- (b) grants an injunction further to a determination referred to in subparagraph 7.01 (a); or
- (c) grants an injunction pending a determination of whether activities or operations under or associated with this Licence will unjustifiably infringe an aboriginal right and/or title, or treaty right;

the Regional Executive Director or District Manager in a notice given to the Licensee, may vary or suspend, this Licence in whole or in part, so as to be consistent with the court determination.

7.02 Subject to this Licence and the forestry legislation, if:

- (a) under paragraph 7.01, the Regional Executive Director or District Manager has varied the Licence issued to the Licensee;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Executive Director or District Manager, at the request of the Licensee, will vary the Licence to reflect as closely as possible, for the remainder of its term, the terms and conditions of the Licence prior to the variation under paragraph 7.01,

7.03 Subject to this Licence and the forestry legislation, if:

- (a) under paragraph 7.01, the Regional Executive Director or District Manager has suspended the Licence;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Executive Director or District Manager, at the request of the Licensee, will reinstate the Licence for the remainder of its term.

8.00 FINANCIAL AND DEPOSITS

8.01 In addition to any money payable in respect of this Licence under the forestry legislation, the Licensee must pay to the Government, immediately upon receipt of a notice, statement or invoice issued on behalf of the Government:

- (a) stumpage under part 7 of the *Forest Act* at rates determined, re-determined and varied under section 105 of that Act in respect of timber removed under this Licence;
- (b) any payment required as a result of a waste assessment under part 6.00 of this Licence.

8.02 The Licensee will provide the Crown with \$(specify amount \$ ____) to be held on deposit (the "deposit") to be used in accordance with the Licence.

- 8.03 If the Licensee fails to perform an obligation under this Licence, the Regional Executive Director or District Manager, after at least two weeks notice, may take from the deposit an amount equal to the reasonable costs to perform the obligation and may perform the obligation on the Licensee's behalf.
- 8.04 If the Regional Executive Director or District Manager takes from the deposit under paragraph 8.03, the Licensee must pay to the Government on demand an amount sufficient to replenish the deposit.
- 8.05 In accordance with the Advertising, Deposits, Disposition and Extensions Regulation, the deposit may be refunded to the Licensee.

9.00 LIABILITY AND INDEMNITY

- 9.01 Subject to paragraph 9.02, the Licensee will indemnify the Government against and save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Government as a result, directly or indirectly, of any act or omission of:
- (a) the Licensee;
 - (b) an employee or agent of the Licensee;
 - (c) a contractor of the Licensee who engages in any activity or carries out any operation, including but not restricted to the Licensee's operations, under or associated with this Licence; or
 - (d) any other person who on behalf of or with the consent of the Licensee engages in any activity or carries out any operation under or associated with this Licence.
- 9.02 For greater certainty, the Licensee has no obligation to indemnify the Government under paragraph 9.01 in respect of any act or omission of:
- (a) an employee, agent or contractor of the Government, in the course of carrying out his or her duties as employee, agent or contractor of the Government; or
 - (b) a person, other than the Licensee, to whom the Government has granted the right to use or occupy Crown land, in the course of exercising those rights.
- 9.03 Amounts taken under part 8.00 from the deposit and any payments required under parts 6.00 or 8.00, and payments required further to the indemnity referred to in paragraph 9.01 are in addition to and not in substitution for any other remedies available to the Government in respect of a default of the Licensee.

- 9.04 The Government is not liable to the Licensee for injuries, losses, expenses, or costs incurred or suffered by the Licensee as a result, directly or indirectly, of an act or omission of a person who is not a party to this Licence, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the Licensee's operations under this Licence by road blocks or other means.

10.00 TERMINATION

- 10.01 If this Licence expires or is cancelled or is otherwise terminated:
- (a) title to all improvements, including roads and bridges, fixed on Crown land in the Licence area; and
 - (b) all timber, including logs and special forest products, located on the Licence area, will vest in the Crown, without right of compensation to the Licensee.
- 10.02 If the Licensee commits an act of bankruptcy, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, the Licensee is deemed to have failed to perform an obligation under this Licence.

11.00 WAIVER

- 11.01 No waiver by the Crown of any default or non-compliance by the Licensee in the strict and literal performance of or compliance with any provision of the Licence will be deemed to be a waiver of the strict and literal performance of or compliance with any other provision, condition or requirement of the Licence or to be a waiver of, or in any manner release the Licensee from compliance with any provision, condition or requirement in the future, nor will any delay or omission by the Crown in the exercising of any right hereunder in any manner with respect to non-compliance impair the exercise of any such rights in the future.

12.00 NOTICE

- 12.01 A notice given under this Licence must be in writing.
- 12.02 A notice given under this Licence may be:
- (a) delivered by hand;
 - (b) sent by mail;
 - (c) sent by facsimile transmission; or
 - (d) electronic mail ("commonly referred as Email");
- to the address, facsimile or email number, as applicable, specified on the first page of this Licence, or to such other address or facsimile number as is specified in a notice given in accordance with this part.
- 12.03 If a notice is given under this Licence, it is deemed to have been given:
- (a) if it is given in accordance with subparagraph 12.02 (a) on the date it is delivered by hand;

- (b) if it is given in accordance with subparagraph 12.02 (b), subject to paragraph 12.04, on the eighth day after its deposit in a Canada Post Office at any place in Canada; and
 - (c) if it is given in accordance with subparagraph 12.02 (c), subject to paragraph 12.05, on the date it is sent by facsimile or email transmission.
- 12.04 If, between the time a notice is mailed in accordance with subparagraph 12.02 (b) and the time it is actually received, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice is not deemed to be given until the party actually receives it.
- 12.05 If a notice is sent by facsimile transmission, the party sending the notice must take reasonable steps to ensure that the transmission has been successfully completed.
- 12.06 Either party may, from time to time, advise the other party by notice in writing, of any change of address of the party giving such notice and, from and after the giving of such notice, the address specified will, for purposes of this Licence, be considered to be the address of the party giving such notice.

13.00 MISCELLANEOUS

- 13.01 This Licence will enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and permitted assigns.
- 13.02 The laws of British Columbia will govern the interpretation of this Licence and the performance of the Licensee's obligations under this Licence.
- 13.03 Any non-statutory power conferred or duty imposed on the Regional Executive Director or District Manager under this Licence may be exercised or fulfilled by any person authorized to do so by the Regional Executive Director or District Manager.
- 13.04 Any Schedules, Exhibit "A" map(s) or attachments referenced in, or attached to this Licence are an integral part of this agreement as if set out in the body of this agreement, and the Licensee will comply with all the terms in the Schedules.
- 13.05 If there is a conflict between the *Workers Compensation Act* or a regulation under that Act, and a provision of this Licence, the *Workers Compensation Act*, or the regulations made under that Act, prevails, and the Licensee must immediately notify the District Manager of the conflict and follow any direction given by the District Manager with respect to the conflict, provided such direction is consistent with the *Workers Compensation Act* and the regulations under that Act.
- 13.06 Nothing in this Licence authorizes the Licensee to in any way restrict the Government's right of access to the Licence areas or a road permit or the right of any other authorized entrant, user or occupier of these areas.

- 13.07 This Licence is the entire agreement between the parties as to the matters set out in this Licence, and all previous promises, representations or agreements between the parties, whether oral or written, are deemed to have been replaced by this Licence.
- 13.08 Unless otherwise defined in this Licence, if a word or phrase used in this Licence is defined in the legislation described in paragraph 14.02, the definition in the legislation applies to this Licence, and where the word or phrase in the legislation is replaced by a new word or phrase, this Licence is deemed to have been amended accordingly.
- 13.09 If any provision in this Licence is found to be invalid or unenforceable by a court of law, the remainder of this Licence is separately valid and enforceable to the fullest extent permitted by law.
- 13.10 The Licensee acknowledges that any information released to the Licensee by the Regional Executive Director, District Manager or the Government about the nature of the Licence area or the quality or quantity of timber, is not to be relied upon. Execution of this Licence by the Licensee is an absolute release by the Licensee of the Regional Executive Director or District Manager and the Crown from any claim that the Licensee may have in respect of the nature of the Licence area or the quality or quantity of timber.

14.00 INTERPRETATION AND DEFINITIONS

- 14.01 This Licence is divided into parts, paragraphs, subparagraphs, clauses and subclauses, illustrated as follows:

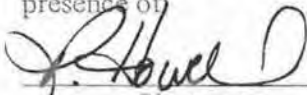
- 1.00 part;
 - 1.01 paragraph;
 - (a) subparagraph;
 - (i) clause;
 - (A) subclause;

and a reference to a subparagraph, clause or subparagraph is to be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.

- 14.02 In this Licence, unless the context otherwise requires,
- “forestry legislation” means the statutes and regulations, to which the Licence is subject including: the *Forest Act*, *Forest and Range Practices Act* and the *Wildfire Act*,
- “Licence area” means the area allocated for the Licensee’s operations pursuant to this Licence and which for greater detail is outlined on the map found in Exhibit “A”,
- “right of occupation” means the rights described in Whereas clause A that give the Licensee the right to occupy the land described in Schedule “A”.

IN WITNESS WHEREOF the Licence has been executed by the Licensor and the Licensee on the date set out below.

SIGNED by the Licensor)
on behalf of Her Majesty)
the Queen in Right of the)
Province of)
British Columbia in the)
presence of)


Signature)


Print Witness Name)

THE COMMON SEAL of)
the Licensee was affixed)
in the presence of:)


Signature)

Print Name Witness)

(or)

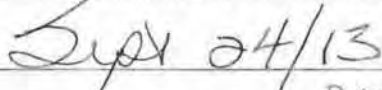
SIGNED by the Licensee)
in the presence of:)


Signature)


Print Name Witness)



Lynda Currie, C.E.C.
District Manager
Fort St. James / Vanderhoof Forest District

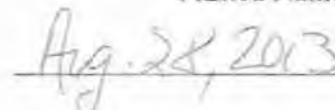

Dated

c/s

Dated



Northern Gateway Pipelines Inc.
K. J. MacDonald
V.P. Law & Regulatory
Printed Name and Title


Dated

- 13.07 This Licence is the entire agreement between the parties as to the matters set out in this Licence, and all previous promises, representations or agreements between the parties, whether oral or written, are deemed to have been replaced by this Licence.
- 13.08 Unless otherwise defined in this Licence, if a word or phrase used in this Licence is defined in the legislation described in paragraph 14.02, the definition in the legislation applies to this Licence, and where the word or phrase in the legislation is replaced by a new word or phrase, this Licence is deemed to have been amended accordingly.
- 13.09 If any provision in this Licence is found to be invalid or unenforceable by a court of law, the remainder of this Licence is separately valid and enforceable to the fullest extent permitted by law.
- 13.10 The Licensee acknowledges that any information released to the Licensee by the Regional Executive Director, District Manager or the Government about the nature of the Licence area or the quality or quantity of timber, is not to be relied upon. Execution of this Licence by the Licensee is an absolute release by the Licensee of the Regional Executive Director or District Manager and the Crown from any claim that the Licensee may have in respect of the nature of the Licence area or the quality or quantity of timber.

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 - (i) clause;
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and a reference to a subparagraph, clause or subparagraph is to be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.

- 14.02 In this Licence, unless the context otherwise requires,
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- “Licence area” means the area allocated for the Licensee’s operations pursuant to this Licence and which for greater detail is outlined on the map found in Exhibit “A”,
- “right of occupation” means the rights described in Whereas clause A that give the Licensee the right to occupy the land described in Schedule “A”.

IN WITNESS WHEREOF the Licence has been executed by the Licensor and the Licensee on the date set out below.

SIGNED by the Licensor)
on behalf of Her Majesty)
the Queen in Right of the)
Province of)
British Columbia in the)
presence of)


Signature)


Print Witness Name)

THE COMMON SEAL of)
the Licensee was affixed)
in the presence of:)

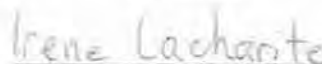
Signature)

Print Name Witness)

(or)

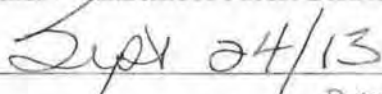
SIGNED by the Licensee)
in the presence of:)


Signature)


Print Name Witness)



Lynda Currie, C.E.C.
District Manager
Fort St. James / Vanderhoof Forest District


Dated

c/s

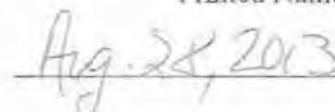
Dated



Northern Gateway Pipelines Inc.

K. J. MacDonald
V.P. Law & Regulatory

Printed Name and Title


Dated

$$\{ \}$$

SCHEDULE "A"

OTHER CONDITIONS AND REQUIREMENTS

- 1.01 Unless the Licensor specifies otherwise in writing, the Licensee must ensure that all reasonable steps are taken to:
- (a) advise the Licensor in writing and in a form acceptable to the Licensor, of the date that the Licensee's activities will commence at least five days before commencement; and
 - (b) notify the Licensor in writing in a form acceptable to the Licensor, when all obligations under this Licence are complete.
 - (c) the Licensee is required to coordinate access and development plans with other tenure holders, and utilize existing access to the extent possible.
 - (d) The Licensee is required to the extent practicable, limit their harvesting of timber to the amount only required to safely conduct operations.
 - (e) The Licensee is required to carry out a nesting survey in conjunction with clearing activities to confirm if any bird nesting exists within the specified clearing area.
 - (f) The Licensee is required to buck and limb all vegetation to a length no greater than three metres and ensure that the vegetation is lying flat on the forest floor and scattered so that it does not create a continuous accumulation.
 - (g) Should a fire hazard exist, the Licensee must submit to the District Manager a report specifying actions or plans for the abatement of any fire hazard remaining within the license area.
 - (h) The licensee is required to follow their Northern Gateway Pipelines Project 2013/2014 Geotechnical Investigations Management Plan, dated March 18, 2013, and the Temporary Permit Application for the Salmon River Crossing Area, dated March 18, 2013.
 - (i) The Professional Certification on the Salmon River OLTC/SUP Application with attached maps becomes an integral part of the Occupant License to Cut.
 - (j) The Licensee is required to submit a plan of the disturbed area once all harvesting activities are completed and prior to the closure of the Occupant License to Cut. This is to facilitate the District invoicing for area based stumpage.

SCHEDULE "B"
RESERVE TIMBER

1.01 The Licensee must not fell standing timber, or must not buck or remove felled or dead and down timber, as the case may be, if:

- (a) Not applicable

EXHIBIT "A"
(Insert Map)



**SPECIAL USE PERMIT NO.
S25710**



THIS PERMIT, dated for reference **August 12, 2013** is issued to:

NORTHERN GATEWAY PIPELINES INC.
SUITE 103 1600 - 15TH AVE. PARKWOOD PLACE
PRINCE GEORGE, BRITISH COLUMBIA
V2L3X3
Phone: (250) 645-2404
(the "Permittee")

WHEREAS:

- A. The Permittee wishes to use a portion of Crown land in a Provincial Forest for the purposes of construction and maintenance of a road, including construction and maintenance of bridges and other drainage structures, and has not been authorized under any other enactment to use the land.
- B. The Permittee made application on **July 11, 2013** in accordance with section 8 of the Provincial Forest Use Regulation of the *Forest Practices Code of British Columbia Act*, and has submitted a plan that sets out how the land will be used including identification of the following proposed activities which are listed in Schedule 2 of the Contaminated Sites Regulation under the *Environmental Management Act*: **None**

1.00 GRANT OF RIGHTS AND TERM

- 1.01 Subject to this Permit and the Acts, regulations, and standards referred to in paragraph 6.01, the Permittee may use the Crown land designated on the attached Exhibit "A" map to this Permit (the "Permit Area") for the purpose of:
 - (a) construction and maintenance of a road, including construction and maintenance of bridges and other drainage structures.
- 1.02 The term of this Permit begins on **August 12, 2013**, and will terminate on the date when the District Manager notifies the Permittee in writing that:
 - (a) the road has been deactivated to the satisfaction of the District Manager;
or
 - (b) future use of the road by others will preclude the need for permanent deactivation.

1.03 There is reserved to the Government:

- (a) the right to grant rights-of-way across, through or over the permit area to other parties, on such terms and conditions as the District Manager determines;
- (b) the right of employees and agents of the Government to use and to cross the road and the permit area; and
- (c) the right to grant timber harvesting rights to others with respect to the timber located outside the clearing area, but within the permit area.

2.00 CONDITIONS AND REQUIREMENTS

2.01 The Permittee may only carry out activities on the Permit Area in accordance with the plan attached as Schedule "A".

3.0 OTHER RIGHTS

3.01 The Permittee's rights under this Permit are subject to any other rights of use and occupation over the permit area and the clearing area which the Government has granted to third parties and the Permittee covenants not to obstruct or impede a third party in their authorized use or occupation of these areas.

3.02 Except where a mineral reserve established under section 22 (2) of the *Mineral Tenure Act* allows otherwise, the Permittee covenants and agrees not to obstruct, or impede the use, or diminish the rights held under tenures which have been, or which may be, issued to third parties under the *Mineral Tenure Act*.

4.00 ANNUAL RENT

4.01 In addition to money payable by the Permittee under the *Forest Act* and the *Forest Practices Code of British Columbia Act* and regulations made under them, the Permittee will pay to the Crown, immediately upon receipt of a statement issued on behalf of the Crown, annual rent in the amount of:

- (a) \$ N/A for the first year; and
- (b) for ensuing years, an amount determined by the District Manager.

5.00 DEPOSIT

5.01 In addition to any money payable by the Permittee under the Acts or regulations referred to in paragraph 6.00, or the money referred to in paragraph 4.01, the Permittee must maintain a deposit in the amount of **\$25,000** in the form of a security acceptable to the District Manager, before using the land as specified in paragraph 1.01.

- 5.02 The District Manager may use any or all of the deposit referred to in paragraph 5.01
- (a) to satisfy a claim made by the owner of personal property, other than the Permittee or the Government, who has property situated on the Permit Area, or
 - (b) to cover the costs resulting from a failure of the Permittee to meet the conditions of this Permit.
- 5.03 The District Manager, after at least four weeks notice to the Permittee, may take from the deposit:
- (a) an amount sufficient to cover costs incurred by the District Manager in remedying the Permittee's failure to meet the conditions of this Permit; or
 - (b) an amount equal to the District Manager's estimate of the costs which the District Manager could reasonably expect to incur in remedying the Permittee's failure to meet the conditions of this Permit, and for that purpose a security included in the deposit may be realized.
- 5.04 A notice referred to in paragraph 5.03 must specify:
- (a) the condition of this Permit which the Permittee failed to meet; and
 - (b) the amount the District Manager takes from the deposit.
- 5.05 If the District Manager gives the Permittee a notice that an amount has been taken under this part from the deposit, the Permittee within four weeks of the date from which the notice is given, must add to the deposit, in a form acceptable to the District Manager, an amount sufficient to replenish the deposit to the amount specified in paragraph 5.01.
- 5.06 Subject to paragraphs 5.03, 5.04 and 5.05, if:
- (a) the District Manager takes from the deposit an amount equal to the District Manager's estimate of the costs which the District Manager could reasonably expect to incur in remedying the Permittee's failure to meet the conditions of this Permit; and
 - (b) the costs incurred by the District Manager in remedying the Permittee's failure to meet the conditions of this Permit are less than the amount taken from the deposit;
- the District Manager will as soon as feasible return to the Permittee an amount equal to the difference between the amount taken from the deposit and the costs incurred by the District Manager.
- 5.07 If
- (a) the District Manager takes from the deposit an amount equal to the District Manager's estimate of the costs which the District Manager could reasonably expect to incur in remedying the Permittee's failure to meet a condition of this Permit, and

- (b) the costs incurred by the District Manager in remedying the Permittee's failure to meet a condition of this Permit are greater than the amount taken from the deposit,

the District Manager may take from the deposit an additional amount equal to the difference between the costs incurred by the District Manager and the amount originally taken from the deposit, and for that purpose a security included in the deposit may be realized.

- 5.08 Subject to the *Forest Practices Code of British Columbia Act* and the regulations made under that Act, the Crown will return to the Permittee the deposit, less deductions made under paragraphs 5.03 and 5.06, when:
 - (a) this Permit expires, or is surrendered; and
 - (b) the District Manager is satisfied that the Permittee has fulfilled all obligations under or in respect of this Permit.
- 5.09 Amounts taken under part 5.00 from the deposit are in addition to and not in substitution for any other remedies available to the Crown in respect of a default of the Permittee.
- 5.10 The Permittee agrees that \$25,000 of the deposit paid will be used for the purpose of:
 - (a) satisfying a claim made by the owner of personal property, other than the Permittee or the Government, who has property situated on the permit area; and
 - (b) covering the costs resulting from a failure of the Permittee to meet the conditions of this Permit.
- 5.11 If the Permittee fails to meet a condition of this Permit or damages the personal property referred to in paragraph 5.10, the District Manager may take from the deposit referred to in paragraph 5.10 an amount estimated by the District Manager to be required in order to fulfil the conditions of the Permit or restore the damage to the property.

6.00 LEGISLATIVE FRAMEWORK

- 6.01 This Permit is subject to:
 - (a) the *Forest Act*;
 - (b) the *Forest Practices Code of British Columbia Act*;
 - (c) the *Forest and Range Practices Act*;
 - (d) the *Mining Right of Way Act*;
 - (e) the *Wildfire Act*; and

- (f) the regulations and standards made under those Acts.
- 6.02 The Permittee must:
 - (a) comply with the Acts, regulations and standards referred to in section 6.01 and any other applicable legislation
 - (b) ensure that its employees, agents and contractors comply with these Acts, regulations and standards when engaging in or carrying out activities or operations under or associated with this Permit.
- 6.03 Nothing in this Permit is to be construed as authorizing the Permittee to engage in any activities or carry out any operations otherwise than in accordance with the requirements of the Acts, regulations and standards referred to in section 6.01.

7.00 NOTICE

- 7.01 A notice given under this Permit must be in writing.
- 7.02 A notice given under this Permit may be:
 - (a) delivered by hand;
 - (b) sent by mail; or
 - (c) subject to paragraph 7.05, sent by facsimile transmission;to the address or facsimile number, as applicable, specified on the first page of this Permit, or to such other address or facsimile number as is specified in a notice given in accordance with this part.
- 7.03 If a notice is given under this Permit, it is deemed to have been given:
 - (a) if it is given in accordance with subparagraph 7.02 (a), on the date it is delivered by hand;
 - (b) if it is given in accordance with subparagraph 7.02 (b), subject to paragraph 7.04, on the eighth day after its deposit in a Canada Post Office at any place in Canada; and
 - (c) if it is given in accordance with subparagraph 7.02 (c), subject to paragraph 7.05, on the date it is sent by facsimile transmission.
- 7.04 If, between the time a notice is mailed in accordance with subparagraph 7.02 (b) and the time it is actually received, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice is not deemed to be given until the party actually receives it.
- 7.05 If a notice is sent by facsimile transmission, the party sending the notice must take reasonable steps to ensure that the transmission has been successfully completed.

8.00 MISCELLANEOUS

- 8.01 Upon termination or cancellation of this Permit:

- (a) title to all improvements that are fixed to the Crown land under this Permit, shall vest in the Crown without compensation to the Permittee; and
 - (b) the Permittee must not remove any improvements unless authorized to do so by the District Manager.
- 8.02 This Permit will enure to the benefit of, and be binding on, the parties and their respective heirs, executors, successors and permitted assigns.
- 8.03 Any power conferred or duty imposed on the District Manager under this Permit may be exercised or fulfilled by any person authorized to do so by the District Manager.
- 8.04 In building, modifying, maintaining and using the road under this Special Use Permit, the Permittee must:
 - (a) obtain the necessary permits or authorization for the crossing of alienated lands including but not limited to powerlines, pipelines, railroads, public roads, mineral claims, Agricultural Land Reserve's;
 - (b) obtain the necessary permits or authorization from other resource agencies.
- 8.05 Subject to the prior approval of the District Manager, the Permittee must ensure that any gate shall not be, or become, a hazard to the users of the road. The gate must be placed in a conspicuous location, adequately marked with permanent reflective material to be clearly visible to the operator of a motor vehicle from a safe stopping distance. Warning signs must be located to give vehicle operator's adequate warning of the obstruction.
- 8.06 Where the Permittee desires industrial users of the road to announce their position and direction of travel by means of radio, the Permittee must post the radio frequency at the start of the road, together with kilometre markers along the road to enable all industrial users of the road to use the posted radio frequency in the appropriate manner.

9.00 LIABILITY AND INDEMNITY

- 9.01 Subject to Paragraph 9.04, the Permittee will indemnify the Crown against and save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Crown as a result, directly or indirectly, of any act or omission of:
 - (a) the Permittee;
 - (b) an employee of the Permittee;
 - (c) an agent of the Permittee;

- (d) a contractor of the Permittee who engages in any activity or carries out any operation, including but not restricted to the Permittee's operations, under or associated with this Permit; or
 - (e) any other person who on behalf of or with the consent of the Permittee engages in any activity or carries out any operation, including but not restricted to the Permittee's operations, under or associated with this Permit.
- 9.02 For greater certainty, the Permittee has no obligation to indemnify the Crown under Paragraph 9.01 in respect of any act or omission of:
- (a) an employee, agent or contractor of the Crown, in the course of carrying out his or her duties as employee, agent or contractor of the Crown; or
 - (b) a person, other than the Permittee, to whom the Crown has granted the right to use or occupy Crown land.
- 9.03 The Crown is not liable to the Permittee for injuries, losses, expenses, or costs incurred or suffered by the Permittee as a result, directly or indirectly, of an act or omission of a person who is not a party to this Permit, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the Permittee's operations under this Permit by road blocks or other means.
- 9.04 Paragraph 9.01 does not apply to an act or omission which is a direct response to, and complies with, an order made by a Ministry employee or another officer of the Crown.
- 9.05 Amounts taken under Part 5.00 from the deposit and payments required further to the indemnity referred to in Paragraph 9.01, are in addition to and not in substitution for any other remedies available to the Crown in respect of a default of the Permittee.

10.00 INTERPRETATION

- 10.01 In this Permit, unless the context otherwise requires:
- (a) "*Forest Act*" means: the *Forest Act*, R.S.B.C. 1996, c. 157, as amended from time to time, or the successor to this Act, if it is repealed;
 - (b) "*Forest and Range Practices Act*" means: the *Forest and Range Practices Act*, S.B.C. 2002, c. 69 as amended from time to time, or the successor to this Act, if it is repealed;
 - (c) "*Forest Practices Code of British Columbia Act*" means: the *Forest Practices Code of British Columbia Act*, R.S.B.C. 1996, c. 159, as amended from time to time, or the successor to this Act, if it is repealed;
 - (d) *Wildfire Act* means: the *Wildfire Act*, SBC 2004 c. 31, as amended from time to time, or the successor to this Act, if it is repealed;
 - (e) *Mining Right of Way Act* means: the *Mining Right of Way Act*, R.S.B.C. 1996, c. 294, as amended from time to time, or the successor to this Act, if it is repealed;
 - (f) "person" includes a corporation and a partnership.

10.02 Unless otherwise provided in paragraph 10.01, if a word or phrase used in this Permit is defined in the *Forest Act*, *Forest Practices Code of British Columbia Act* or the *Forest and Range Practices Act*, the definition in the Act applies to this Permit, and where the word or phrase in the Act is replaced by a new word or phrase, this Permit is deemed to have been amended accordingly.

10.03 In this Permit, unless the context otherwise requires:

- (a) the singular includes the plural and the plural includes the singular; and
- (b) the masculine, the feminine and the neuter are interchangeable.

10.04 This Permit is divided into parts, paragraphs, subparagraphs, clauses and subclauses, illustrated as follows:

1.00 part;

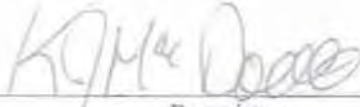
1.01 paragraph;

(a) subparagraph;

(i) clause;

(A) subclause;

and a reference to a subparagraph, clause or subclause is to be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.



Permittee
K. J. MacDonald
V. P. Law & Regulatory

Aug. 28, 2013

Date signed



Lynda Currie, C.E.C., District Manager
Fox St. James / Vanderhoof Forest District

Sept. 24/13

Date signed

10.02 Unless otherwise provided in paragraph 10.01, if a word or phrase used in this Permit is defined in the *Forest Act*, *Forest Practices Code of British Columbia Act* or the *Forest and Range Practices Act*, the definition in the Act applies to this Permit, and where the word or phrase in the Act is replaced by a new word or phrase, this Permit is deemed to have been amended accordingly.

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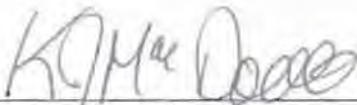
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(i) clause;

(A) subclause;

and a reference to a subparagraph, clause or subclause is to be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.



Permittee
K. J. MacDonald
V. P. Law & Regulatory

Aug. 28, 2013

Date signed

Lynda Currie, C.E.C., District Manager
Port St. James / Vanderhoof Forest District

Date signed

SCHEDULE “A”

Plan of Use

The Permittee shall use, maintain, and rehabilitate land under the permit area as specified in the following documents:

Document Name
Salmon River Crossing Temporary Permit Application (FINAL)
Northern Gateway Pipelines Project 2012/2014 Geotechnical Investigations Management Plan REV 1
Salmon River OLTC/SUP Application

EXHIBIT “A”



BRITISH
COLUMBIA



Amendment No. (1) One

19545 60 L49718

Amendment to Occupant Licence to Cut and Remove Timber. Memorandum of amendment to Occupant Licence to Cut and Remove Timber L49718 made this

4th day of October, 2013 between the Manager of the Fort St. James District and the Licensee of the said licence.

Whereas it is mutually agreed to amend the terms and conditions of the said Licence and the parties hereto have agreed to amend the same as set forth in this memorandum.

NOW, THEREFORE, in consideration of the premises and other valuable considerations now exchanged between the parties hereto, said parties agree as follows:

Page one of your Occupant Licence to Cut and Remove Timber L49718 should read as follows:

WHEREAS:

The Licensee has the right of occupation as the lawful occupier of certain areas of land pursuant to the *Lands Act* File #7409645.

All other terms and conditions remain unchanged.

This forms an integral part of the original Licence and should be attached thereto.

Subject to the foregoing, the parties hereto confirm the said Licence.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals and/or the Licensee has caused its corporate seal to be affixed in the presence of the duly authorized officers in that behalf on the date and year first above written.

Signed, sealed and delivered by the
Licensor in the presence of

Aileen Tait
(print name)

C. M. J.

Lynda Currie, CEC
District Manager
Fort St. James District/Vanderhoof District

Signed, sealed and delivered by the
Licensee in the presence of

Mariya Dimitrijevic-Vega
(print name)

Mariya Dimitrijevic-Vega

K. J. MacDonald
V. P. Law & Regulatory

K. J. MacDonald
NORTHERN GATEWAY PIPELINES INC.

Seal

NOTE: If the licensee is a co-partnership, the amendment must be signed and sealed by each member of the partnership. All written signatures must be made in ink.

If the Licensee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signature of these officials.



BRITISH
COLUMBIA



Amendment No. (1) One

19545 60 L49680

Amendment to Occupant Licence to Cut and Remove Timber. Memorandum of amendment to Occupant Licence to Cut and Remove Timber L49680 made this

4th day of October, 2013 between the Manager of the Fort St. James District and the Licensee of the said licence.

Whereas it is mutually agreed to amend the terms and conditions of the said Licence and the parties hereto have agreed to amend the same as set forth in this memorandum.

NOW, THEREFORE, in consideration of the premises and other valuable considerations now exchanged between the parties hereto, said parties agree as follows:

Page one of your Occupant Licence to Cut and Remove Timber L49680 should read as follows:

WHEREAS:

The Licensee has the right of occupation as the lawful occupier of certain areas of land pursuant to the *Lands Act* File #7409644.

All other terms and conditions remain unchanged.

This forms an integral part of the original Licence and should be attached thereto.

Subject to the foregoing, the parties hereto confirm the said Licence.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals and/or the Licensee has caused its corporate seal to be affixed in the presence of the duly authorized officers in that behalf on the date and year first above written.

Signed, sealed and delivered by the
Licensor in the presence of

Andrea Tait
(print name)

[Signature]

[Signature]

Lynda Currie, CEC
District Manager
Fort St. James District/Vanderhoof District

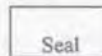
Signed, sealed and delivered by the
Licensee in the presence of

Mariya Dimitrijevic-Vega
(print name)

[Signature]

K. J. MacDonald
V. P. Law & Regulatory

[Signature]
NORTHERN GATEWAY PIPELINES INC.



NOTE: If the licensee is a co-partnership, the amendment must be signed and sealed by each member of the partnership. All written signatures must be made in ink.

If the Licensee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signature of these officials.



**OCCUPANT LICENCE TO CUT
CUT AND REMOVE TIMBER
L49718**



THIS LICENCE, dated August 12, 2013.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the **DISTRICT MANAGER**,
MINISTRY OF FORESTS, LANDS AND
NATURAL RESOURCE OPERATIONS
LYNDA CURRIE
P.O. BOX 100,
FORT ST. JAMES, BRITISH COLUMBIA
V0J 1P0
Phone: (250) 996-5200 Fax: (250) 996- 5290
Email address: Lynda.Currie@gov.bc.ca
(the "Licensor")

AND:

NORTHERN GATEWAY PIPELINES INC.
SUITE 103 - 1600 15TH AVENUE PARKWOOD PLACE
PRINCE GEORGE, BRITISH COLUMBIA
V2L 3X3
Phone: (250) 645-2404 Fax: (250) 639-0452
(the "Licensee")

WHEREAS:

The Licensee has the right of occupation as the lawful **occupier** of certain areas of land pursuant to *the Lands Act* file #740962

- A. The Licensee and Licensor are entering into this Licence **under section 47.4** of the *Forest Act* to cut and remove the Crown timber from the Licence area.

“The Table of Contents and headings in *this Licence* are included for convenience only and do not form a part of this Licence and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Licence.”

TABLE OF CONTENTS

1.00	GRANT OF RIGHTS AND TERM	3
2.00	TIMBER MARK	3
3.00	TIMBER HARVEST LIMITATIONS	3
4.00	SCALE-BASED STUMPAGE.....	3
5.00	TIMBER VOLUME CHARGED TO THE LICENCE	4
6.00	WASTE ASSESMENT	4
7.00	COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE	4
8.00	FINANCIAL AND DEPOSITS.....	5
9.00	LIABILITY AND INDEMNITY	6
10.00	TERMINATION.....	7
11.00	WAIVER.....	7
12.00	NOTICE.....	7
13.00	MISCELLANEOUS	8
14.00	INTERPRETATION AND DEFINITIONS	9
	SCHEDULE “A” OTHER CONDITIONS AND REQUIREMENTS.....	12
	SCHEDULE “B” RESERVE TIMBER.....	13
	EXHIBIT “A”	14

THE PARTIES agree as follows:

1.00 GRANT OF RIGHTS AND TERM

- 1.01 The term of this Licence begins on **August 12, 2013**, and ends on the earlier of:
- (a) the day upon which the Licensee's right of occupation expires or is surrendered, cancelled or otherwise terminated;
 - (b) August 11, 2015; or
 - (c) at the Licensee's request, the Licensor gives notice to the Licensee that all contractual and legislative obligations associated with the Licence have been completed.
- 1.02 The Licensee is authorized to cut and remove Crown timber from the area shown on the attached Exhibit "A" maps ("Licence area") that is necessary to cut in order to facilitate the operations or the use of the Crown land within the Licence area as described in the right of occupation.
- 1.03 The Licensee's rights under this Licence are of no force or effect when the right of occupation is suspended.
- 1.04 Subject to the Licence, the Licensee may enter onto areas referred in paragraph 1.01 for the purpose of exercising the rights under this Licence.
- 1.05 This Licence does not grant the Licensee the exclusive right to harvest timber from the Licence area, and the Licensor reserves the right to grant rights to other persons to harvest timber from the Licence Area.

2.00 TIMBER MARK

- 2.01 The timber mark(s) for timber removed under this Licence is:

L 4 9
7 1 8

- 2.02 If directed to do so by the Licensor, the Licensee must erect signs at all exits from areas of land referred to in paragraph 1.02, clearly showing the timber mark(s) referred to in paragraph 2.01.

3.00 TIMBER HARVEST LIMITATIONS

- 3.01 The Licensee must comply with the forestry legislation and the conditions and requirements set out in Schedule "A" to this Licence.
- 3.02 In addition to timber specified in the forestry legislation as reserved, the Licensee must not cut, damage, or destroy timber if specified as reserved in Schedule B.

4.00 SCALE-BASED STUMPAGE

- 0.01 For the purpose of determining the amount of stumpage payable in respect of timber removed from the harvest area, the volume or quantity of timber removed will be determined using information provided in a scale of the timber.

0.02 The Licensee must ensure that:

- (a) all timber removed from the harvest area is scaled; and
- (b) the scale of the timber is conducted properly in accordance with the requirements of the *Forest Act* and the regulations made under that Act.

5.00 TIMBER VOLUME CHARGED TO THE LICENCE

5.01 The timber of the following species and grades will be included in determining the volume that will be charged to the Licence:

- (a) all species and grades except for grades 6 and Z.

6.00 WASTE ASSESMENT

6.01 The quantity and quality of merchantable Crown timber that could have been removed under this Licence but at the Licensee's discretion was not removed, will be determined in accordance with the provisions of Provincial Logging Residue and Waste Measurements Procedures Manual, as amended or replaced from time to time ("current waste assessment manual").

6.02 The Regional Executive Director or District Manager, in a notice given to the Licensee, may require the Licensee to pay in respect of the volume of timber determined under paragraph 6.01, a monetary assessment for all waste.

6.03 The amount of money that the Licensee must pay under a waste assessment will be determined in accordance with the provisions of the current waste assessment manual.

6.04 For the purpose of conducting the assessment of the volume of timber that was not harvested as described in paragraph 6.01:

- (a) the Licensee must conduct an assessment in accordance with the current waste assessment manual after the Licensee has declared that primary logging has been completed for each cut block; or
- (b) the Regional Executive Director or District Manager may conduct an assessment in accordance with the current waste assessment manual after the expiry of the term of the Licence.

7.00 COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE

7.03 Notwithstanding any other provision of this Licence, if a court of competent jurisdiction:

- (a) determines that activities or operations under or associated with this Licence will unjustifiably infringe an aboriginal right and/or title, or treaty right;

- (b) grants an injunction further to a determination referred to in subparagraph 7.01 (a); or
- (c) grants an injunction pending a determination of whether activities or operations under or associated with this Licence will unjustifiably infringe an aboriginal right and/or title, or treaty right;

the Regional Executive Director or District Manager in a notice given to the Licensee, may vary or suspend, this Licence in whole or in part, so as to be consistent with the court determination.

7.02 Subject to this Licence and the forestry legislation, if:

- (a) under paragraph 7.01, the Regional Executive Director or District Manager has varied the Licence issued to the Licensee;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Executive Director or District Manager, at the request of the Licensee, will vary the Licence to reflect as closely as possible, for the remainder of its term, the terms and conditions of the Licence prior to the variation under paragraph 7.01.

7.03 Subject to this Licence and the forestry legislation, if:

- (a) under paragraph 7.01, the Regional Executive Director or District Manager has suspended the Licence;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Executive Director or District Manager, at the request of the Licensee, will reinstate the Licence for the remainder of its term.

8.00 FINANCIAL AND DEPOSITS

8.01 In addition to any money payable in respect of this Licence under the forestry legislation, the Licensee must pay to the Government, immediately upon receipt of a notice, statement or invoice issued on behalf of the Government:

- (a) stumpage under part 7 of the *Forest Act* at rates determined, re-determined and varied under section 105 of that Act in respect of timber removed under this Licence;
- (b) any payment required as a result of a waste assessment under part 6.00 of this Licence.

8.02 The Licensee will provide the Crown with \$(specify amount \$ ____) to be held on deposit (the "deposit") to be used in accordance with the Licence.

- 8.03 If the Licensee fails to perform an obligation under this Licence, the Regional Executive Director or District Manager, after at least two weeks notice, may take from the deposit an amount equal to the reasonable costs to perform the obligation and may perform the obligation on the Licensee's behalf.
- 8.04 If the Regional Executive Director or District Manager takes from the deposit under paragraph 8.03, the Licensee must pay to the Government on demand an amount sufficient to replenish the deposit.
- 8.05 In accordance with the Advertising, Deposits, Disposition and Extensions Regulation, the deposit may be refunded to the Licensee.

9.00 LIABILITY AND INDEMNITY

- 9.01 Subject to paragraph 9.02, the Licensee will indemnify the Government against and save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Government as a result, directly or indirectly, of any act or omission of:
- (a) the Licensee;
 - (b) an employee or agent of the Licensee;
 - (c) a contractor of the Licensee who engages in any activity or carries out any operation, including but not restricted to the Licensee's operations, under or associated with this Licence; or
 - (d) any other person who on behalf of or with the consent of the Licensee engages in any activity or carries out any operation under or associated with this Licence.
- 9.02 For greater certainty, the Licensee has no obligation to indemnify the Government under paragraph 9.01 in respect of any act or omission of:
- (a) an employee, agent or contractor of the Government, in the course of carrying out his or her duties as employee, agent or contractor of the Government; or
 - (b) a person, other than the Licensee, to whom the Government has granted the right to use or occupy Crown land, in the course of exercising those rights.
- 9.03 Amounts taken under part 8.00 from the deposit and any payments required under parts 6.00 or 8.00, and payments required further to the indemnity referred to in paragraph 9.01 are in addition to and not in substitution for any other remedies available to the Government in respect of a default of the Licensee.

- 9.04 The Government is not liable to the Licensee for injuries, losses, expenses, or costs incurred or suffered by the Licensee as a result, directly or indirectly, of an act or omission of a person who is not a party to this Licence, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the Licensee's operations under this Licence by road blocks or other means.

10.00 TERMINATION

- 10.01 If this Licence expires or is cancelled or is otherwise terminated:
- (a) title to all improvements, including roads and bridges, fixed on Crown land in the Licence area; and
 - (b) all timber, including logs and special forest products, located on the Licence area, will vest in the Crown, without right of compensation to the Licensee.
- 10.02 If the Licensee commits an act of bankruptcy, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, the Licensee is deemed to have failed to perform an obligation under this Licence.

11.00 WAIVER

- 11.01 No waiver by the Crown of any default or non-compliance by the Licensee in the strict and literal performance of or compliance with any provision of the Licence will be deemed to be a waiver of the strict and literal performance of or compliance with any other provision, condition or requirement of the Licence or to be a waiver of, or in any manner release the Licensee from compliance with any provision, condition or requirement in the future, nor will any delay or omission by the Crown in the exercising of any right hereunder in any manner with respect to non-compliance impair the exercise of any such rights in the future.

12.00 NOTICE

- 12.01 A notice given under this Licence must be in writing.
- 12.02 A notice given under this Licence may be:
- (a) delivered by hand;
 - (b) sent by mail;
 - (c) sent by facsimile transmission; or
 - (d) electronic mail ("commonly referred as Email");
- to the address, facsimile or email number, as applicable, specified on the first page of this Licence, or to such other address or facsimile number as is specified in a notice given in accordance with this part.
- 12.03 If a notice is given under this Licence, it is deemed to have been given:
- (a) if it is given in accordance with subparagraph 12.02 (a) on the date it is delivered by hand;

- (b) if it is given in accordance with subparagraph 12.02 (b), subject to paragraph 12.04, on the eighth day after its deposit in a Canada Post Office at any place in Canada; and
 - (c) if it is given in accordance with subparagraph 12.02 (c), subject to paragraph 12.05, on the date it is sent by facsimile or email transmission.
- 12.04 If, between the time a notice is mailed in accordance with subparagraph 12.02 (b) and the time it is actually received, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice is not deemed to be given until the party actually receives it.
- 12.05 If a notice is sent by facsimile transmission, the party sending the notice must take reasonable steps to ensure that the transmission has been successfully completed.
- 12.06 Either party may, from time to time, advise the other party by notice in writing, of any change of address of the party giving such notice and, from and after the giving of such notice, the address specified will, for purposes of this Licence, be considered to be the address of the party giving such notice.

13.00 MISCELLANEOUS

- 13.01 This Licence will enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and permitted assigns.
- 13.02 The laws of British Columbia will govern the interpretation of this Licence and the performance of the Licensee's obligations under this Licence.
- 13.03 Any non-statutory power conferred or duty imposed on the Regional Executive Director or District Manager under this Licence may be exercised or fulfilled by any person authorized to do so by the Regional Executive Director or District Manager.
- 13.04 Any Schedules, Exhibit "A" map(s) or attachments referenced in, or attached to this Licence are an integral part of this agreement as if set out in the body of this agreement, and the Licensee will comply with all the terms in the Schedules.
- 13.05 If there is a conflict between the *Workers Compensation Act* or a regulation under that Act, and a provision of this Licence, the *Workers Compensation Act*, or the regulations made under that Act, prevails, and the Licensee must immediately notify the District Manager of the conflict and follow any direction given by the District Manager with respect to the conflict, provided such direction is consistent with the *Workers Compensation Act* and the regulations under that Act.
- 13.06 Nothing in this Licence authorizes the Licensee to in any way restrict the Government's right of access to the Licence areas or a road permit or the right of any other authorized entrant, user or occupier of these areas.

- 13.07 This Licence is the entire agreement between the parties as to the matters set out in this Licence, and all previous promises, representations or agreements between the parties, whether oral or written, are deemed to have been replaced by this Licence.
- 13.08 Unless otherwise defined in this Licence, if a word or phrase used in this Licence is defined in the legislation described in paragraph 14.02, the definition in the legislation applies to this Licence, and where the word or phrase in the legislation is replaced by a new word or phrase, this Licence is deemed to have been amended accordingly.
- 13.09 If any provision in this Licence is found to be invalid or unenforceable by a court of law, the remainder of this Licence is separately valid and enforceable to the fullest extent permitted by law.
- 13.10 The Licensee acknowledges that any information released to the Licensee by the Regional Executive Director, District Manager or the Government about the nature of the Licence area or the quality or quantity of timber, is not to be relied upon. Execution of this Licence by the Licensee is an absolute release by the Licensee of the Regional Executive Director or District Manager and the Crown from any claim that the Licensee may have in respect of the nature of the Licence area or the quality or quantity of timber.

14.00 INTERPRETATION AND DEFINITIONS

- 14.01 This Licence is divided into parts, paragraphs, subparagraphs, clauses and subclauses, illustrated as follows:

- 1.00 part;
 - 1.01 paragraph;
 - (a) subparagraph;
 - (i) clause;
 - (A) subclause;

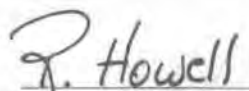
and a reference to a subparagraph, clause or subclause is to be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.

- 14.02 In this Licence, unless the context otherwise requires,
- “forestry legislation” means the statutes and regulations, to which the Licence is subject including: the *Forest Act*, *Forest and Range Practices Act* and the *Wildfire Act*,
- “Licence area” means the area allocated for the Licensee’s operations pursuant to this Licence and which for greater detail is outlined on the map found in Exhibit “A”,
- “right of occupation” means the rights described in Whereas clause A that give the Licensee the right to occupy the land described in Schedule “A”.

IN WITNESS WHEREOF the Licence has been executed by the Licensor and the Licensee on the date set out below.

SIGNED by the Licensor)
on behalf of Her Majesty)
the Queen in Right of the)
Province of)
British Columbia in the)
presence of:)


Signature)


Print Witness Name)

THE COMMON SEAL of)
the Licensee was affixed)
in the presence of:)

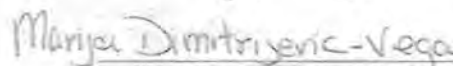
Signature)


Print Name Witness)

(or)

SIGNED by the Licensee)
in the presence of:)

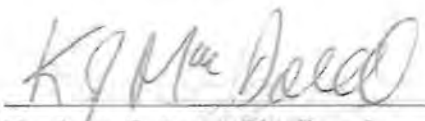

Signature)


Print Name Witness)


Lynda Currie, C.E.C.
District Manager
Fort St. James - Vanderhoof Forest District
Sept 24/13
Dated

c/s

Dated


Northern Gateway Pipelines Inc.
K. J. MacDonald
V. P. Law & Regulatory

Printed Name and Title

Sept. 18, 2013
Dated

SIGNED by the Licensor)
on behalf of Her Majesty)
the Queen in Right of the)
Province of)
British Columbia in the)
presence of:)

Lynda Currie, C.E.C.
District Manager
Fort St. James / Vanderhoof Forest District

Dated

THE COMMON SEAL of
the Licensee was affixed
in the presence of:

c/s

Dated

(or)

SIGNED by the Licensee
in the presence of:

Signature

Manja Dimitrijevic-Vega
Print Name Witness

KJ Mac Donald
Northern Gateway Pipelines Inc.
K. J. MacDonald
V. P. Law & Regulatory

Printed Name and Title

Sept. 18, 2013 Dated

SCHEDULE "A"

OTHER CONDITIONS AND REQUIREMENTS

- 1.0) Unless the Licenser specifies otherwise in writing, the Licensee must ensure that all reasonable steps are taken to:
- (a) advise the Licenser in writing and in a form acceptable to the Licenser, of the date that the Licensee's activities will commence at least five days before commencement; and
 - (b) notify the Licenser in writing in a form acceptable to the Licenser, when all obligations under this Licence are complete.
 - (c) the Licensee is required to coordinate access and development plans with other tenure holders, and utilize existing access to the extent possible.
 - (d) The Licensee is required to the extent practicable, limit their harvesting of timber to the amount only required to safely conduct operations.
 - (e) The Licensee is required to carry out a nesting survey in conjunction with clearing activities to confirm if any bird nesting exists within the specified clearing area.
 - (f) The Licensee is required to buck and limb all vegetation to a length no greater than three metres and ensure that the vegetation is lying flat on the forest floor and scattered so that it does not create a continuous accumulation.
 - (g) Should a fire hazard exist, the Licensee must submit to the District Manager a report specifying actions or plans for the abatement of any fire hazard remaining within the license area.
 - (h) The licensee is required to follow their Northern Gateway Pipelines Project 2013/2014 Geotechnical Investigations Management Plan, dated March 18, 2013, and the Temporary Permit Application for the Stuart River Crossing Area, dated March 18, 2013.
 - (i) The Professional Certification on the Stuart River OLTC/SUP Application with attached maps becomes an integral part of the Occupant License to Cut.
 - (j) The Licensee is required to submit a plan of the disturbed area once all harvesting activities are completed and prior to the closure of the Occupant License to Cut. This is to facilitate the District invoicing for area based stumpage.

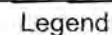
SCHEDULE "B"
RESERVE TIMBER

1.01 The Licensee must not fell standing timber, or must not buck or remove felled or dead and down timber, as the case may be, if:

- (a) Not applicable

EXHIBIT "A"
(Insert Map)

DRAWN BY : FTA
DATE : Aug 2, 2013



-  Tenure Application
-  Tenure Road Application
-  Retired Tenure Road
-  P of C
-  P of T
-  Tenure Feature
-  Range
-  TFL
-  Provincial Forest
-  Forest Service Road
-  Highway
-  Municipal Road
-  Non Status Road
-  Recreation Trails
-  Road Permit
-  SUP Road
-  Right of Way
-  Schedule B CP Road
-  Mineral Tenure Points
-  Cities
-  Waterbodies
-  River/Stream
-  Coastline / Island

(38.71 Ha)
 PofC1 UTM10 419259, 6027429
 A (38.71 Ha)
 PofC2 UTM10 419259, 6027429

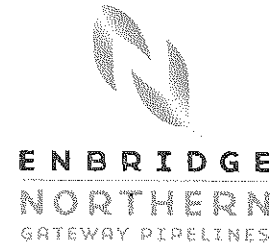
Referral:

File: 7407699

Save and Except:

File: 0264674

	A	B	C	D	E	F	G	H	I	J
1	Northern Gateway Pipelines Omineca Region Geotechnical Field Investigation Program (2013/14) - Tenure Fees and Securities									
2										
3										
4	TENURE (file #)	Application Fee	Insurance amount (proof required for execution of tenure)	Security Deposit Required (at time of contract issuance)	Annual Land Rental Fee (to be paid at time of contract issuance)	Other	Confirmed by (FLNRO staff)			
5										
6	Temporary Permit (7409640 - Missinka East) - 30.2 Ha	paid	\$ 2,000,000 Commercial General Liability Insurance	waived	\$250.00/year = \$500.00		Greg Jonuk, Prince George District; July 9, 2013			
7	SUP (30.2 ha)	N/A	N/A	Base amount \$25,000 plus additional \$0 for N/A. Total of \$25,000	waived - collected under the land tenure					
8	OLTC - 30.2 ha - 46 m3 (cut; no removal)	N/A	N/A	N/A	N/A	Stumpage (as invoiced)				
9	Road Use Permit	N/A	N/A	N/A	N/A					
10										
11	Temporary Permit (7409643 - Muskeg) - 242 Ha	paid	\$ 2,000,000 Commercial General Liability Insurance	waived	\$250.00/year = \$500.00					
12	SUP (245.4 ha)	N/A	N/A	Base amount \$25,000 plus additional \$0 for N/A. Total of \$25,000	3.4 ha X \$70.00/ha = \$238.00 Minimum of \$175 (Only if SUP area extends outside of TP)		Greg Jonuk, Prince George District; July 9, 2013			
13	OLTC - 254.4 ha - 40 m3 (cut; no removal)	N/A	N/A	N/A	N/A	Stumpage (as invoiced)				
14	Road Use Permit	N/A	N/A	N/A	N/A					
15										
16	Temporary Permit (7409641 - Parsnip) - 281 Ha	paid	\$ 2,000,000 Commercial General Liability Insurance	waived	\$250.00/year = \$500.00					
17	SUP (281 ha)	N/A	N/A	Base amount \$25,000 plus additional \$0 for N/A. Total of \$25,000	waived - collected under the land tenure		Greg Jonuk, Prince George District; July 9, 2013			
18	OLTC - 281 ha - 28 m3 (cut; no removal)	N/A	N/A	N/A	N/A	Stumpage (as invoiced)				
19	Road Use Permit	N/A	N/A	N/A	N/A					
20										
29										
30	Temporary Permit (7409642 - Crooked River) - 94.2 Ha	paid	\$ 2,000,000 Commercial General Liability Insurance	waived	\$250.00/year = \$500.00					
31	SUP (94.2 ha)	N/A	N/A	Base amount \$25,000 plus additional \$0 for N/A. Total of \$25,000	waived - collected under the land tenure NB: if the Davie Lake Road is added to SUP for access, it would need to be added here		Greg Jonuk, Prince George District; July 9, 2013			
32	OLTC - 94.2 ha - 89 m3 (cut; no removal)	N/A	N/A	N/A	N/A	Stumpage (as invoiced)				
33	Road Use Permit	N/A	N/A	N/A	N/A					



Ministry of Forests, Lands and Natural Resource Operations
1044 – 5th Avenue, 1st Floor
Prince George, BC V2L 5G4

July 9, 2013

Attention: Patrick Russell, RPF
Project Manager, Major Projects

**Re: NGP Technical Studies
Notice of Application – Forest Act Authorizations
Muskeg River Crossing (Lands File No. 7409643)
Ref. No.: NGP-0043-GET-LET-005-0003**

This letter is provided by Northern Gateway Pipelines Inc. ("NGP") to the BC Ministry of Forests, Lands and Natural Resource Operations ("FLNRO") as an application for an Occupant License to Cut ("OLtC") and Special Use Permit ("SUP") authorization(s) under the Forest Act. A copy of the completed form "*Professional Certification, Occupant Licence to Cut and Special Use Permit*", for the purposes of the OLtC and SUP authorizations is attached.

The requests are made in conjunction with a Temporary Permit application (authorization under the Land Act), to support planned geotechnical investigation activities at the **Muskeg River Crossing Temporary Permit Area, identified by BC Lands File No. 7409643**. It is noted that these applications for the OLtC and SUP are being provided in advance of receipt of a TP by NGP, following direction from FLNRO that these applications should be submitted after the TP application is accepted by FrontCounter BC.

Electronic Submission Framework ("ESF") filings have been uploaded to the FLNRO online system. ESF reference numbers are provided in the attached form.

This notice of the application is provided directly to the coordinated permitting team, led by Mr. Patrick Russell, RPF, at the request of FLNRO. It is understood that the applications will be coordinated with the Prince George Forest District by FLNRO.

Note that some areas of the application require acknowledgement that certain site specific information is available, as outlined below. In all cases, the responses on the forms are made based on the commitments to data and processes that will exist at the time of field execution. The process for conducting the assessments associated with these applications is outlined in detail in the Temporary Permit (TP) application to FrontCounter BC.

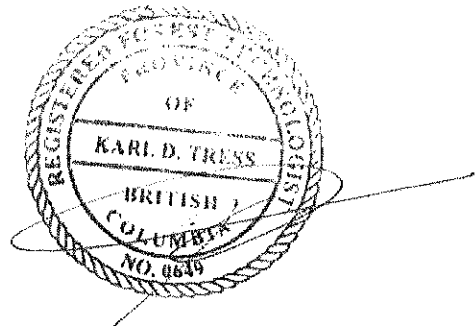
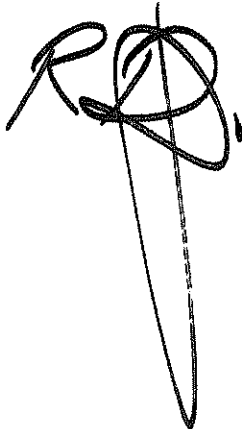
Specifically, despite having checked yes on the Professional Certification Form to:

- the condition of existing roads, landings and trails has been assessed and documented;
- existing roads and landings are in a condition suitable for use without modification;
- all streams are correctly classified and mapped; and,
- all 'Seasonal Constraints',

these assessments have not been conducted. However, these assessments will be conducted and included in the plans and commitments as described in the TP application and accompanying Management Plan prior to any geotechnical drilling related activities. It is acknowledged that all activities related to Forest Act authorizations recognize the reliance-based forest management practices set out in legislation.

Sincerely,

Northern Gateway Pipelines Limited Partnership,
Northern Gateway Pipelines Inc.



ies Inc.

WorleyParsons Canada

al Certification, Occupant Licence to Cut and Special Use Permit

ontrol

Professional Certification
Occupant Licence to Cut and Special Use Permit

Updated: 2013/07/10

OLTC L49670 ESF number 1236515
SUP licence S25700 ESF number 1236516
FCBC ATS number 107408

Deliver or Mail to: Ministry of Forests, Lands and Natural Resource Operations 1044 – 5 th Avenue, 1 st Floor. Prince George, BC V2L 5G4	<p style="text-align: center;">For office use only (Date received by District Manager)</p> Lands tenure number <u>7409643</u>
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APPLICANT INFORMATION

Legal name of applicant(s): Enbridge Northern Gateway Pipelines Inc. Client No. 00158178	Address of applicant(s): #103- 1600, 15 th Avenue Prince George, BC V2L 3X3
Prepared by: Karl Tress	Contact information: Email karl.tress@worleyparsons.com (250) 961-2180 cell (250) 645-2409 office

APPLICATION INFORMATION

Location Lands File 7409643 See attached maps: TS-04-003-008, Rev 0; TS-04-001-008, Rev 3;	Muskeg River Crossing 31km E of Bear Lake See attached Map
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Reference to "Summary of Work Program Table" see attached (timber volume/area/access)	
Appraisal short form attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Cruise compilation attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

REVIEW AND APPROVAL INFORMATION

The following information is required for the Ministry to assess this application before it is approved. It is the responsibility of the applicant and the signing professional to ensure this information is complete and accurate. Some or all of the information provided may become part of a Licence issued as a result of this application.

Professional Certification

Occupant Licence to Cut and Special Use Permit

Updated: 2013/07/10

LAND STATUS, FOREST PLANNING, MAPPING AND REFERRALS

The applicant has conducted appropriate investigations to ensure that the area included in the application is vacant Crown land. The area proposed does not overlap or conflict with private land, Indian reserve, a park or protected area, and is not otherwise encumbered in a manner that would prevent issuance of an Occupant Licence to Cut.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Map(s) are attached and comply with the standard required or have been submitted.	Yes <input checked="" type="checkbox"/>
ESF submission has been made.	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
A field assessment has been conducted and all resource features that could reasonably be affected by this application have been assessed and considered in the preparation of the application.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
The area has been checked for the following values and features and appropriate management consideration has been prescribed:	
Other leases, Licences or permits	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Mining, petroleum or other sub-surface or surface tenures	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Wildlife tree patches	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Community watershed or domestic water sources	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Range tenures/fences –(referral required if harvesting within a grazing lease)	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Old growth management areas/wildlife habitat areas/wildlife features	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Classified Lakes/Recreation features	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Forest Ecosystem Networks	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Growth and Yield/Research Areas	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Archaeological Resources	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Roads and trails	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Visual Quality	Yes <input type="checkbox"/> NA <input checked="" type="checkbox"/>
Terrain stability	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Other(specify); Species at Risk	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Specify if FPPR exemptions are required	Yes <input type="checkbox"/> NA <input checked="" type="checkbox"/>

STAND ATTRIBUTES

All clearcut areas will be < 1 ha. (including consideration of adjacent areas)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
The operations proposed under this application will not materially reduce slope stability on the area or on adjacent areas.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

BOUNDARY, ROAD, LANDING, AND TRAIL

The condition of existing roads, landings and trails has been assessed and documented.	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Existing roads and landings are in a condition suitable for use without modification.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
Trails will be marked in the field and identified accurately on the map post harvest.	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Proposed cutting boundaries are accurately mapped and any variance will be reported post harvest.	Yes <input type="checkbox"/> NA <input checked="" type="checkbox"/>

RIPARIAN MANAGEMENT

All streams are correctly classified and mapped.	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Appropriate timing for removal of any skid trail crossings of streams and non-classified drainages and works in and or about a stream is identified. (Includes appropriate Water Act notifications)	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
Activities in RMZ are consistent with Forest Planning and Practices Regulation	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
RRZ's have been/will be marked in the field to prevent harvest	Yes <input type="checkbox"/> NA <input checked="" type="checkbox"/>

Seasonal Constraints

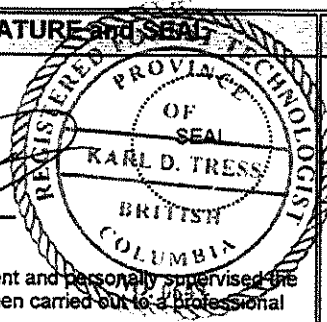
All season activity is recommended for this site (low potential for Archaeological Resources and suitable soil conditions)	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>
The activity is to occur only when soil is dry or frozen, or when adequate snow pack exists to ensure no soil disturbance.	Yes <input type="checkbox"/> NA <input checked="" type="checkbox"/>
The application area has been field assessed by an archaeologist and no further archaeological work is prescribed. Proceed as per archaeologists recommendations.	Yes <input checked="" type="checkbox"/> NA <input type="checkbox"/>

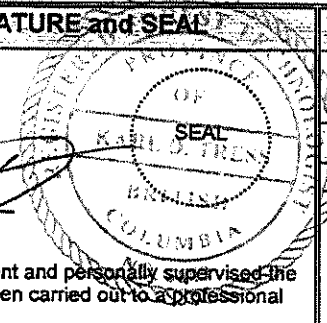
Professional Certification Occupant Licence to Cut and Special Use Permit


Updated: 2013/07/09

RISK RATING			
Estimate the risk of the proposed operations on this area (high, moderate or low) by considering the values at risk and the potential impact of the activity planned activity or the consequences if a contravention occurs. See FS39A for insights on risk rating evaluation			
	High	Medium	Low
Risk to the road, or road users	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Riparian features	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Soil Sensitivity / Site Sensitivity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Terrain stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Private Land/ Indian Reserve / Other Tenures	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Archaeology	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Overall Risk Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

NOTICE OF SPECIAL CONCERNS FOR DISTRICT MANAGER OR FOREST OFFICER TO CONSIDER
Include any requests for exemptions or variances See the Muskeg River Temporary Permit Application and associated Management Plan for details on assessment processes and mitigation techniques.

PROFESSIONAL SIGNATURE and SEAL	NAME
 Signature	Karl Tress
I certify that I have reviewed this document and personally supervised the work described and that this work has been carried out to a professional standard. SUP <input checked="" type="checkbox"/> OLTC <input type="checkbox"/>	DATE SIGNED
	July 9, 2013

PROFESSIONAL SIGNATURE and SEAL	NAME
 Signature	Karl Tress
I certify that I have reviewed this document and personally supervised the work described and that this work has been carried out to a professional standard. SUP <input type="checkbox"/> OLTC <input checked="" type="checkbox"/>	DATE SIGNED
	July 9, 2013

ACKNOWLEDGEMENT BY APPLICANT	
I certify that I have reviewed all assessments and fieldwork. If issued a Licence I agree to conduct all harvesting operations in accordance with Licence the recommendations of the above named professional, who is authorized to act on my behalf for the purposes of this application.	
Signature:	
	9 July, 2013.
APPLICANT NAME Ray Deering	DATE SIGNED

For office use only

Interior Stumpage Rate Request Form



REFER TO ATTACHED PROCEDURES DOCUMENT WHEN COMPLETING THIS FORM.

Licensee	Northern Gateway Pipelines Inc	Licence/CP	L49670
Forest District	Prince George	Timber Mark	L49670
Forest Zone	North Central Zone	Point of Appraisal	Bear Lake
Timber Supply Area	Prince George	Area (ha)	1.25
Timber Supply Block	E	Effective Date (Ministry Staff)	
Competitive Licence?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Expiry Date (Ministry Staff)	

IAM Sec.	Rate Calculation Method (<i>Check 1 Box Only</i>) Complete Silviculture and/or Bonus Section if Applicable	
Non-adjusting - redetermined annually		
6.1.1	Community Forest Agreement – August 1	<input type="checkbox"/>
6.1.2	Woodlot Licences (CP, BSP or RP)– August 1	<input type="checkbox"/>
6.1.3	Deciduous Leading Rate – June 1	<input type="checkbox"/>
6.3	Road Timber Mark – June 1 (Including Woodlot Road Timber Marks with an eligible ERA)	<input type="checkbox"/>
6.3	Blanket Salvage Cutting Permit – June 1	<input type="checkbox"/>
Fixed for term and all extensions		
5.1.1 (4)	BCTS Decked or Partially Harvested Timber > 3 yrs <input type="checkbox"/> < 3ys <input type="checkbox"/>	<input type="checkbox"/>
6.2 (1)	Average Sawlog Stumpage Rate - Table 6-1	<input type="checkbox"/>
6.2 (2)	Intermediate salvage If VCU, attach approved form	<input type="checkbox"/>
6.2.1	FLTC for Specific Purposes (No Volume Limit)	
(1) (a)	FLTC awarded to highest bidder. Community wildfire protection, or removing damaged timber from plantations or natural stands (attach approved VCU form)	<input type="checkbox"/>
	Utilizing post harvest material in landings or at roadside after waste assessment done (attach approved VCU form)	<input type="checkbox"/>
(1) (c)	Direct award FLTC for community wildfire protection, or, for FLTC issued to lowest bidder on a contract for community wildfire protection (i) Table 6-1 rates (ii) Damaged Timber - Table 6-4 rates	<input type="checkbox"/> <input type="checkbox"/>
(1) (d)	Direct award FLTC issued to the lowest bidder on a contract for removing damaged timber from natural stands or plantations	<input type="checkbox"/>
(1) (e)	Timber will be chipped or hogged on site.	<input type="checkbox"/>
6.4	Salvage Timber Stumpage Rate – No AAC Damaged Timber - Table 6-4 (> 1/3 of volume damaged by blow down, fire, disease, snow press, or pest) Clearcut < 5ha: <input type="checkbox"/> or Stocked stand post-harvest? <input type="checkbox"/>	<input type="checkbox"/>
	Post Harvest Material – Table 6-5 (wood culverts and bridges, or post logging residue)	<input type="checkbox"/>
6.5	Decked > 3 yrs <input type="checkbox"/> < 3ys <input type="checkbox"/> If VCU, attach approved form	<input type="checkbox"/>
	Partially Harvested Timber > 3 yrs <input type="checkbox"/> < 3ys <input type="checkbox"/> If VCU, attach approved form	<input type="checkbox"/>
6.6	Miscellaneous Stumpage Rates – Table 6-6 Product:	<input type="checkbox"/>
6.7	Linear Tenures: Type: Geotechnical Drilling	<input checked="" type="checkbox"/>

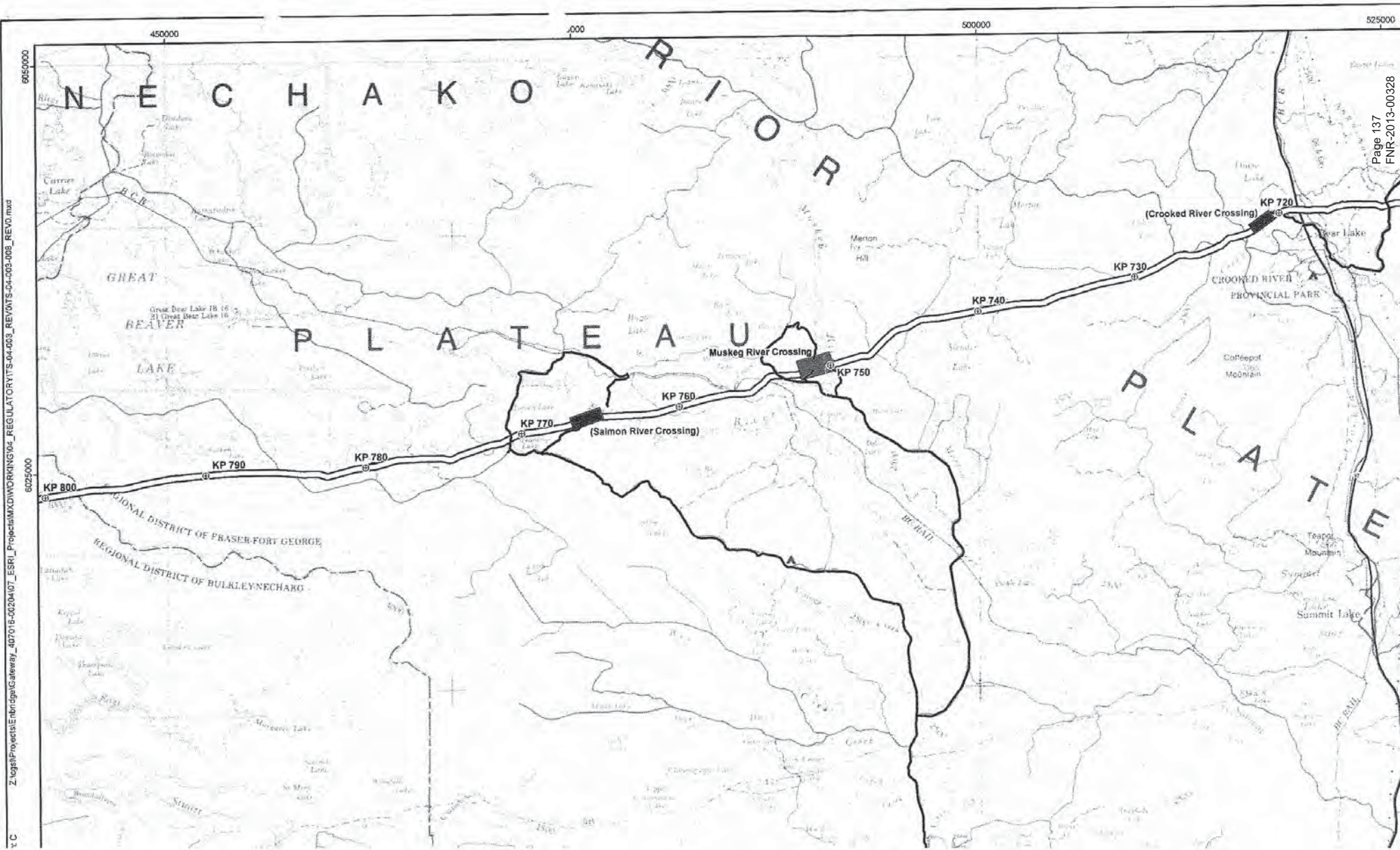
Species Volume Estimates		
Species		Volume
Balsam (BA)		m ³
Cedar (CE)		m ³
Fir (FI)		m ³
Hemlock (HE)		m ³
Larch (LA)		m ³
Lodgepole Pine (LO)	20	m ³
Spruce (SP)	20	m ³
White Pine - SIFR Only (WH)		m ³
Yellow Pine SIFR Only (YE)		m ³
Net Conifer Vol.	40	m ³
Aspen (AS)		m ³
Birch (BI)		m ³
Cottonwood (CO)		m ³
Other		m ³
Net Deciduous Vol.		m ³

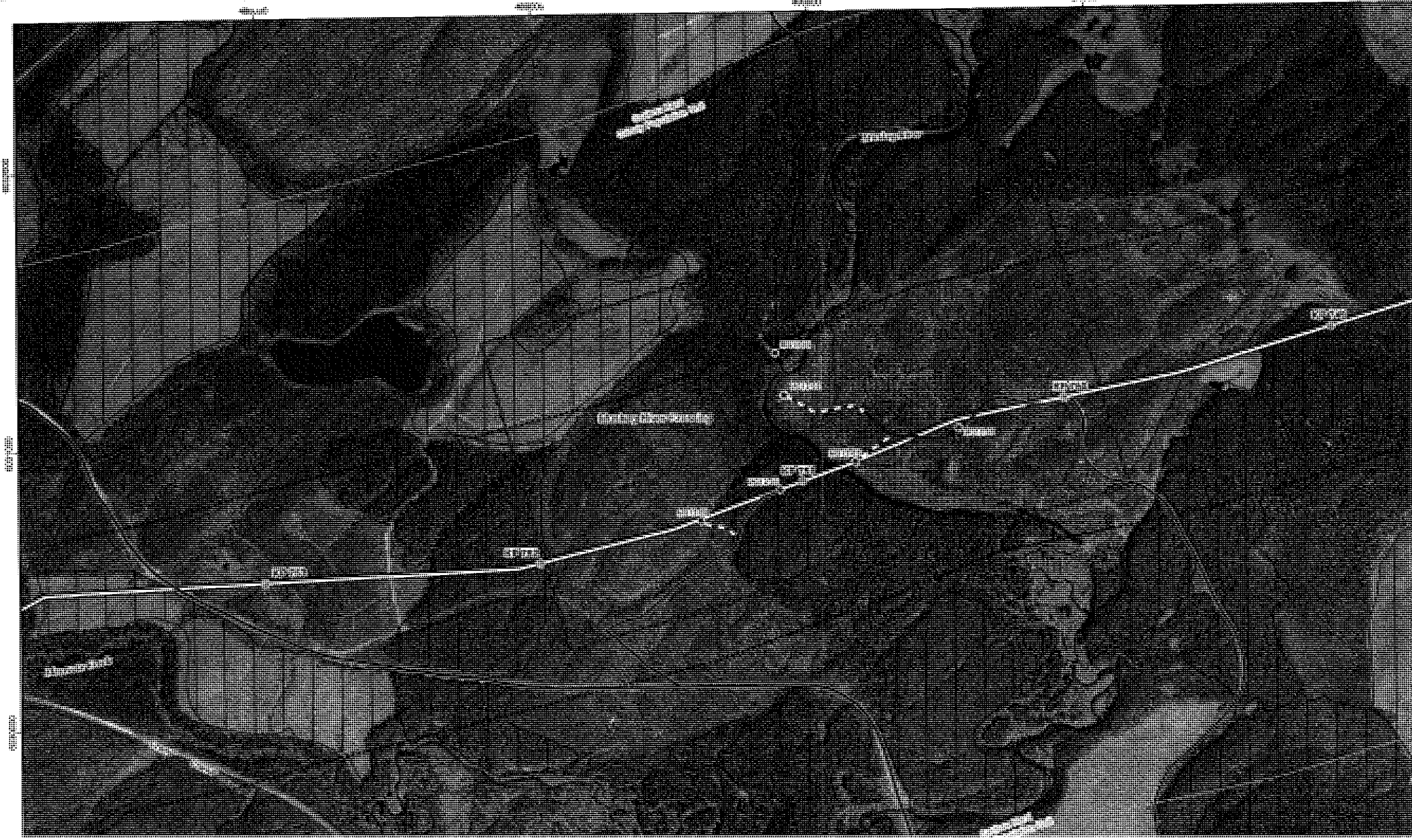
Silviculture (refer to attached procedures)	
Silviculture Responsibility: Crown: <input type="checkbox"/> Licensee: <input type="checkbox"/> n/a: <input checked="" type="checkbox"/>	
Apply Silviculture Levy: Grades 1 & 2: <input type="checkbox"/> , Grade 4: <input type="checkbox"/> , Grade 6: <input type="checkbox"/> , Deciduous: <input type="checkbox"/>	
Silviculture Levy: \$ per m ³	

Bonus Section (attach signed Tender form)	
Bonus Offer : <input type="checkbox"/> Bonus Bid: <input type="checkbox"/>	
Amount: \$	
Apply bonus bid: Grades 1 & 2: <input type="checkbox"/> , Grade 4: <input type="checkbox"/> Grade 6: <input type="checkbox"/> , Deciduous: <input type="checkbox"/>	

Comments

Authority		
License Representative Karl D Tress	District Review Officer	Regional Revenue Section Employee
Signature and Seal (if applicable)	Signature	Signature
Date July 3, 2013	Date	Date





Temporary Permit Application for the Muskeg River Crossing Area
SUMMARY OF WORK PROGRAM
Mar 18, 2013

	Area/Site Description	Planned Work (Use) of Area/Site	Disturbance area/ Impact Description	Authorizations Required
Existing Permitted Regional Access	<u>Public Highways</u> <ul style="list-style-type: none"> Highway 97 and Chief Lake Road 	<ul style="list-style-type: none"> Equipment Mobilization and Demobilization (<i>See Note 1</i>) Daily Crew Transportation in pick-up trucks 	<ul style="list-style-type: none"> None 	None
	<u>Existing Permitted Resource Roads</u> (<i>See Note 2</i>) <ul style="list-style-type: none"> Salmon FSR Teardrop-Mossvale FSR Merton FSR RP R1136 R, RP R1136 19B 	<ul style="list-style-type: none"> Equipment Mobilization and Demobilization (<i>See Note 1</i>) Daily Crew Transportation in pick-up trucks 	<ul style="list-style-type: none"> None 	Road Use Permit <ul style="list-style-type: none"> Salmon FSR, Teardrop-Mossvale FSR Road Permits; RP R1136 R, RP R1136 19B OR <ul style="list-style-type: none"> Exemption from Prince George Forest District
Non-status existing access	Access to sites MG12-04 and MG12-01, 02, and 03 will require the use of non-status access as defined on the map and in shapefile for SUP permit application.	<ul style="list-style-type: none"> Equipment Mobilization and Demobilization (<i>See Note 1</i>) Daily Crew Transportation in pick-up trucks 	<ul style="list-style-type: none"> Brush and potentially seedlings may be cleared along a 1000 m length at 5 m wide (0.5 ha). Waterbars may be filled and subsequently re-established during closure. 	<ol style="list-style-type: none"> Special Use Permit (SUP) to access sites MG12-01, 02, and 03 (approx. 0.5 ha) of non-status access and outside the TP boundary. Temporary Permit (TP) total area of 0.54 ha. Required to access an estimated 300 m³/ha of timber (0.54 ha), 725 m of non-bladed trail (0.25 ha) and 125 m of bladed trail (0.04 ha). Total estimated area with the TP is 0.54 ha. Occupant License to Cut (OLC) The Prince George Forest District is for clearing along equipment access trails to harvest merchantable timber = 40 m³ Spruce, 20 m³ Pine. No timber is to be removed. All trees are to be bucked and
Trails	<u>Equipment access trails (3.5 m wide) within the TP permit area</u> <ul style="list-style-type: none"> 725 m of non-bladed trail within previously harvested areas. 125 m of new bladed trail to access MG12-04. 	<ul style="list-style-type: none"> Ground-based equipment travel between existing permitted or re-activated road access within TP area (described above) to test sites (described below). 725 m total of non-bladed trail length by 3.5 m wide = 0.25 ha. 125 m of new bladed trail by 3.5 m = 0.04 ha. 	<ul style="list-style-type: none"> Brush and seedlings will be cleared along existing trail length of 725 (0.25 ha) and trees and brush will be cleared along a new trail length of 125 m (0.04 ha). Mature forest has an estimated stand mix of 50% Spruce, 50% Pine at overall 300 m³/ha. Total timber cutting without removal will be 12 m³ (6 m³ Spruce, 6 m³ Pine). 	
Test sites	<u>Clearing to provide access at test sites within the TP area</u> <ul style="list-style-type: none"> 6 ground access sites are planned. 5 are within previously disturbed area and 1 is new clearing. 	<ul style="list-style-type: none"> Clear geotechnical test drill sites for drilling operations that range in size from 15 m to 30 m square. 6 sites are estimated to be completed at maximum 30 m by 30 m size = 0.54 ha. 	<ul style="list-style-type: none"> 6 pads at 0.09 ha each = 0.54 ha. Drill water and drill cutting discharges to surface and clearing of vegetation. Reclamation includes re-vegetation. Brush will be cut at 5 test sites (0.45 ha). Mature forest at 1 test site (0.09 ha) has an estimated stand mix of 50% Spruce, 50% Pine at overall 300 m³/ha. Total timber cutting without removal will be 28 m³ (14 m³ Spruce, 14 m³ Pine). 	