



PERMIT TO AUTHORIZE EXISTING STRUCTURES CONSTRUCTED WITHIN THE RIGHT-OF-WAY OF A PROVINCIAL PUBLIC HIGHWAY

PURSUANT TO TRANSPORTATION ACT AND/OR THE INDUSTRIAL ROADS ACT AND/OR THE
MOTOR VEHICLE ACT AND/OR AS DEFINED IN THE NISGA'A FINAL AGREEMENT AND THE
NISGA'A FINAL AGREEMENT ACT.

BETWEEN:

The Minister of Transportation and Infrastructure
Salmon Arm Area Office
Bag 100
850C 16th Street NE
Salmon Arm, BC V1E 4S4
Canada

("The Minister")

AND:

Bill LeClair c/o LeClair Holdings
PO Box 496
Sorrento, British Columbia V0E 2W0
Canada

("The Permittee")

WHEREAS:

- A. The Minister has the authority to grant permits for the auxiliary use of highway right of way, which authority is pursuant to both the Transportation Act and the Industrial Roads Act, the Motor Vehicle Act, as defined in the Nisga'a Final Agreement and the Nisga'a Final Agreement Act;
- B. The Permittee has requested the Minister to issue a permit pursuant to this authority for the following purpose:

To use and maintain the structure comprising of a 6.16m x 7.37m garage in so far as they relate to the use of that portion (the "Encroachment Area") of the public highway, described as and located at 1585 Blind Bay Road as shown on the Building Location Certificate plan prepared by Browne Johnson Land Surveyors certified correct on the September 13, 2010, attached hereto as Schedule A. The structure is part of a legal lot described as PID 028-875-851, Lot 1, Sec 15, Tp 22, Rg 11, W6M, KDYD, Plan EPP19912 previously legally described as PID 003-997-324, Lot A, Sec 15, Tp 22, Rg 11, W6M, KDYD, Plan 30341(the "Property") adjacent to the Encroachment Area.

- C. The Minister is prepared to issue a permit on certain terms and conditions;

ACCORDINGLY, the Minister hereby grants to the Permittee a permit for the Use (as hereinafter defined) of highway right of way on the following terms and conditions:

1. Except to the extent permitted herein, the Permittee will ensure that the Structure at all times conforms with all legislation applicable to the Structure with respect to the construction and maintenance of the Structure and all specifications by regulatory bodies having jurisdiction over the Structure.
2. The Regional Director, as appointed from time to time by the Minister, having jurisdiction with respect to the Encroachment Area, or such person as the Minister may from time to time designate must have full and free access at any and all times to inspect the Structure or for such other purposes as the Regional Director may consider necessary.
3. Where the Structure comes in contact with any bridge, culvert, ditch or other existing work (the "Existing Works") the Permittee will ensure that the Structure is properly maintained and supported in such manner as not to interfere with the proper functions of the Existing Works during the existence of the Structure.
4. The Permittee will at all times take every possible precaution to ensure the safety of the public, and if requested by the Regional Director ensure that the Structure and all excavations, materials, or other obstructions in connection with the Structure are



fenced, illuminated, and guarded.

5. The Permittee acknowledges that this Permit is granted only for such times as the Encroachment Area is within the jurisdiction of the Minister. This permit must not be construed as being granted for all time, and does not vest in the Permittee any right, title, or interest in or to the Encroachment Area. If the Encroachment Area becomes included within an incorporated municipality or city, this Permit is terminated unless the Highway on which the Structure is located is classified as an Arterial Highway pursuant to Section 45 of the Transportation Act.
6. This Permit may be cancelled at any time without recourse at the discretion of the Regional Director by 30 days notice in writing in the manner herein provided. Not later than 90 days after the date on which this notice has been given by or on behalf of the Minister, the Permittee must ensure that all work has been completed in connection the removal, moving or alteration of the structure in the manner required by any notice. All costs of removing, moving or altering the Structure must be borne by the Permittee.
7. Where any public works are contemplated the Permittee will cooperate with any person designated by the Regional Director in connection with any construction, extension, alteration or improvement of the public works involving the Encroachment Area.
8. The Permittee acknowledges that the Minister and any employees, agents or contractors of the Minister will not be responsible for any damage to the Structure or any property of the Permittee and the Permittee hereby expressly waives any claim for damages and forever releases and discharges all such persons with respect thereto.
9. The permission herein granted to the Permittee will be in force only during such time as the Structure is used, maintained and owned by the Permittee in strict compliance with this Permit. The Permittee will notify the Minister if the Property is offered for sale and inform any purchasers of the Property of this Permit prior to sale. The Permittee will remain liable to the Minister hereunder until such time as a subsequent permittee has agreed to assume the same liabilities and obligations with respect to the Structure.
10. This Permit is valid only for the Structure as described herein. The Permittee acknowledges that routine maintenance of the Structure is permitted but the Structure must not be expanded, increased, or its use changed in any way except as provided for in section 4 of this permit.
11. The Permittee will provide:
 - (a) the location of the Structure in relation to the Encroachment Area and the Property on Schedule A; and
 - (b) a written description of the Structure both in form and content satisfactory to the Regional Director, Ministry of Transportation and Infrastructure for the Region in which the Structure is located.
12. The attached plan, indicated as Schedule A, showing location or position of the Structure constitutes a part of this Permit and any change without prior consent of the Regional Director will forthwith render this Permit terminated subject to section 18 of this Permit.
13. The Permittee will notify the Regional Director of any damage done to the Structure. If in the opinion of the Regional Director the Structure is destroyed or damaged such that reconstruction within the encroachment area is unwarranted this permit is terminated. The Structure must not be replaced or reconstructed on the Highway or in the Encroachment Area.
14. The Permittee shall be solely responsible for all loss or damage arising or occurring out of any act or omission, including the use, possession, control and custody, or any of them, of the Encroachment Area, of or by the Permittee, or the heirs, executors, administrators, and assigns of the Permittee, and shall indemnify and save harmless the Minister, together with the employees, agents, and contractors of the Minister, from and against any and all losses, claims, liabilities, demands, damages, actions, causes of action, costs and expenses, fines, penalties, assessments, and levies that the Minister or any of the employees, agents or contractors of the Minister may sustain, incur, suffer or be put to at any time or times (whether before or after the expiration or sooner termination of this Permit).
15. The Permittee will not interfere with any Highway or public works without separate written permission issued by the Regional Director.
16. All notices required to be given hereunder by the Minister will be effectively given if sent by mail to the address of the Permittee shown below and must be deemed to have been given at 12:00 noon on the third day after mailing. Notices to be given to the Minister by the Permittee will be effectively given if delivered to the Regional Director and must be effectively given upon delivery.
17. No termination or cancellation of this Permit will relieve or abate the obligations of the Permittee contained herein arising prior to such termination or cancellation all of which must survive the termination or cancellation of the Permit and must constitute continuing obligations of the Permittee.
18. No variation or alteration of the Permit will be effective unless in writing signed by or with the authority of the Minister.
19. The Permittee shall obtain and maintain during the term of this Permit and at the Permittee's own expense, liability insurance against third party claims arising as a result of the Permittee's possession, use, control and/or custody of the Encroachment



Area shown in Schedule A.

Such liability insurance shall have coverage limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury, including death, and property damage and shall be endorsed as follows:

It is understood and agreed that Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured.

The policy shall contain a cross liability clause and a clause giving notice of cancellation or material alteration to the Minister.

The Permittee shall submit evidence satisfactory to the Minister that the above insurance has been obtained and remains in force and effect.

20. Any reference to a party includes heirs, executors, administrators and assigns.
21. Should the said structure be destroyed, removed or dismantled, this permit is automatically cancelled and another permit will not necessarily be granted for a new similar structure.
22. Should any deficiencies arise from the permitted works, the Permittee shall be responsible to complete the works to the satisfaction of the Ministry and any costs shall be borne by the Permittee. If the Permittee refuses to comply with these obligations, the Minister may perform them as required and the Permittee shall be liable to the Minister for the costs of doing so.
23. This permit in no way grants exclusive use to the Permittee for any portion of the road right-of-way.
24. The Permittee shall make diligent attempts to determine if there are other users of the right of way in the vicinity of the Permittee's location whose use may be affected. It shall be the responsibility of the Permittee to contact any such users before exercising any of the rights granted hereunder and to attempt to reach an accommodation.
25. The use of the structure is for the use of the Permittee and not to be used for habitable use.
26. The Permittee shall be responsible for replacing any survey monuments that may be disturbed or destroyed by the Use. Replacement must be by a British Columbia land surveyor at the Permittee's expense.
27. This permit in no way relieves the owner or occupier of the responsibility of adhering to all other legislation, including zoning, and other land use bylaws of a municipality or regional district.
28. No parking or storage of any material to be located on the road right of way.

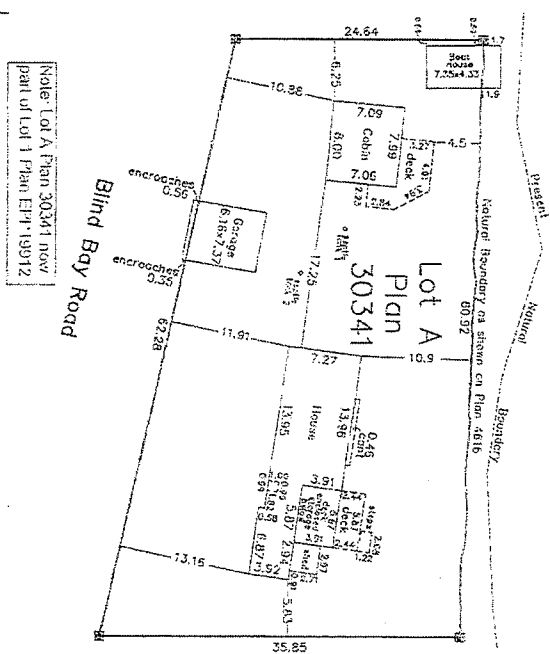
The rights granted to the Permittee in this permit are to be exercised only for the purpose as defined in Recital B on page 1.

Dated at Salmon Arm, British Columbia, this 16 day of October, 2014

On Behalf of the Minister



Schedule A

BROWNE JOHNSON LAND SURVEYORS BRITISH COLUMBIA AND CANADA LANDS Box 362, Salmon Arm, B.C. V1E 4N5 (250)832-9701	
B.C. LAND SURVEYORS BUILDING LOCATION CERTIFICATE	
Re: Leclair Holdings, c/o Bill Leclair, 1864 Walnut Crescent, Coquitlam, BC V3J 7T1 Your File:	Re: Lot A, Section 15, Township 22, Range 11, W64, KD10, Plan 30341 Parcel Identifier(s): 003-09/-324 Civic Address: 1585 Blind Bay Road
List of documents registered on title which may affect the location of improvements: none	
	
LEGEND ■ Non-Standard Round Iron Post Found	
Scale 1:400 0 10 20 30 40 50 All distances are in metres. Dimensions derived from Plan 30341 Offsets from property line to building are measured from the siding.	
The surveyor accepts no responsibility or liability for any damages that may be incurred by the surveyor as a result of any decisions made, or actions taken based on this document. This plan was prepared for inspection purposes and is for the exclusive use of the client. It is not to be used for any other purpose without the written consent of the surveyor. This document shall not be used to define property lines or property corners. This building location certificate has been prepared in accordance with the Manual of Standard Practice and is certified correct this 13th day of September 2010. This is a true copy of the B.C. signed by A.W. Rood Joseph Johnson B.C.L.S. Our File 362-10 P-514 p.49	

A. PARTNERSHIP PROVIDING LAND SURVEYING SERVICES THROUGH LAND SURVEYING COMPANIES