

ATTACHMENT D – REGISTRY CHECKLISTS & TEMPLATES

**CHECKLIST - Transfer**

<b>LOGO</b>	<p><b>[FIRST NATION] LANDS OFFICE CHECKLIST</b></p> <p><b>TRANSFER OF INTEREST/LAND RIGHT (QC)</b></p>
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Legal Description:	LOT	PLAN OF SURVEY	RESERVE	PIN:
<b>Date of Transfer:</b>				Y M D

Transferor(s):	Band No.
	Band No.
	Band No.

Transferor(s):	Band No.
	Band No.
	Band No.

Was an Appraisal conducted?	Yes	No	Appraisal Amount:	Sale Price:
Sought Independent Legal Advise	Yes	Waived	Surveyor's Certificate attached?	Yes N/A

Existing Easements/ <i>servitudes</i> (QC) & Access to site identified?	Yes	No	Has an Occupancy Permit been issued?	Yes	N/A
Is a Request for Replacement of Title required?	Yes	No	Has been reviewed by Property Manager?		
Mortgage No.:	Assumed	Discharged	Lot File reviewed for outstanding issues?		
Original's Certified by?	Officer's Signature	Affidavits of Witness	Folio/Roll No.:		
Utility Fees paid?	Yes	N/A	CP No. Issued:		
Property taxes paid?	Yes	N/A	Originator File No.:		

THIS DOCUMENT HAS BEEN REVIEWED BY THE [FIRST NATION] LAND GOVERNANCE OFFICE AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DOCUMENTATION IS SATISFACTORY BASED UPON INFORMATION PROVIDED BY THE SOLICITOR(S) OF THE LESSOR/LESSEE AND INFORMATION PROVIDED TO US BY OTHER INTERNAL DEPARTMENTS OF THE [FIRST NATION].

Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

**CHECKLIST – Lease**

<b>LOGO</b>	<b>[FIRST NATION] LANDS OFFICE CHECKLIST</b>
	<b>LEASE</b>

Legal Description:	LOT	PLAN OF SURVEY	RESERVE	PIN:
Lessor:				
Lessee:				
Mailing Address:				Y    M    D

Proposed Use:	Term:	Expiry Date:
Law Firm:	Firm Contact:	Contact Phone No.:

Comply with Land Use Law? If Not, advise that amendment procedures are required at dev. stage	Yes	No	Letter from Locatee? (CP interest runs with Legal Desc. identified on Lease)
Mortgage/Hypothec (QC) No.:	Assumed	Discharged	Has been reviewed by Property Manager?
Original's Certified by?	Officer's Signature	Affidavits of Witness	Lot File reviewed for outstanding issues?
Comply with survey requirements?	Yes	N/A	Folio/Roll Number:
Utility Fees paid?	Yes	N/A	Sale/Lease Price:
Property taxes paid?	Yes	Letter of Undertaking	Originator File No.:

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Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

**CHECKLIST - Lease & Mortgage/Hypothec (QC)**

LOGO	<p>[FIRST NATION] LANDS OFFICE CHECKLIST</p> <p><b>LEASE &amp; MORTGAGE/HYPOTHEC (QC)</b></p>
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Legal Description:	LOT	PLAN OF SURVEY	RESERVE	PIN:
Lessor:				
Lessee:				Y M D
Mortgagee/Hypothecary (QC):				Y M D
Mailing Address:				

Proposed Use:	Term:	
Law Firm:	Firm Contact:	Contact Phone No.:

Compliance with Land Use Law? If No, advise that amendment procedures are required at dev. Stage.	Yes	No	Letter from Locatee? (CP interest runs with Legal Desc. identified on Lease)
Mortgage/Hypothec (QC) No.:	Assumed	Discharged	Has been reviewed by Property Manager?
Original's Certified by?	Officer's Signature	Affidavits of Witness	Lot File reviewed for outstanding issues?
Registration Fees paid?	Yes	N/A	Folio/Roll Number:
Utility Fees paid?	Yes	N/A	Sale/Lease Price:
Property taxes paid?	Yes	Letter of Undertaking	Originator File No.:

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Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

**CHECKLIST - Sublease**

<b>LOGO</b>	<b>[FIRST NATION] LANDS OFFICE CHECKLIST</b>  <b>SUBLEASE</b>
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Legal Description:	LOT	PLAN OF SURVEY	RESERVE	PIN: NEW PIN CREATION
Lessor:				
Lessee:				
Mailing Address:				Y   M   D

Lessee / Name of Development:	Proposed Use: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial	Lease No.:	Modification No.:
Law Firm:	Firm Contact:	Contact Phone No.:	

Has an Occupancy Permit been issued?	Yes	N/A	Is the Minister's consent required?
Mortgage/ <u>Hypothec</u> (QC) No.:	Assumed	Discharged	Has been reviewed by appropriate First Nation departments?
Original's Certified by?	Officer's Signature	Affidavits of Witness	Lot File reviewed for outstanding issues?
Annual Service Fees paid?	Yes	N/A	Folio/Roll Number:    NEW FOLIO TO BE CREATED
Utility Fees paid?	Yes	N/A	Sale/Lease Price:
Property taxes paid?	Yes	Letter of Undertaking	Originator File No.:

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Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

Remarks:        "Lease # \_\_\_\_\_

**CHECKLIST – Assignment of Sublease**

LOGO	<p>[FIRST NATION] LANDS OFFICE CHECKLIST</p> <p><b>ASSIGNMENT OF SUBLEASE</b></p>
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Legal Description:	LOT	PLAN OF SURVEY	RESERVE	PIN:
Sublessor:				
Sublessee:				Y   M   D
Mailing Address:				

Lessee / Name of Development:	Proposed Use: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial	Lease No.:	Sublease No.:
Law Firm:	Firm Contact:	Contact Phone No.:	

Is the original Sublessor's consent required?	Yes	N/A	Is Ministerial Consent required?
Mortgage/Hypothec (QC) No.:	Assumed	Discharged	Has been reviewed by Property Manager?
Original's Certified by?	Officer's Signature	Affidavits of Witness	Lot File reviewed for outstanding issues?
Registration Fees paid?	Yes	N/A	Folio/Roll Number:
Utility Fees paid?	Yes	N/A	Sale/Lease Price:
Property taxes paid?	Yes	Letter of Undertaking	Originator File No.:

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Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

Remarks: "Sublease # \_\_\_\_\_

**CHECKLIST – Easement/Servitudes (QC), Permit or Licence**

LOGO	<p><b>[FIRST NATION] LANDS OFFICE CHECKLIST</b></p> <p><b>EASEMENT/SERVITUDES (QC), PERMIT OR LICENCE</b></p>
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Legal Description:	LOT	PLAN OF SURVEY	RESERVE	PIN:
Lawful Possessor:				
Transferor(s):				
Transferee(s):				Y   M   D
Mailing Address:				

Law Firm:	Firm Email Contact:	Contact Phone No.:
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Letter from Locatee	Yes	N/A	Has been reviewed by Property Manager?
Original's Certified by?	Officer's Signature	Affidavits of Witness	Lot File reviewed for outstanding issues?
Registration Fees paid?	Yes	N/A	Folio/Roll Number:
Utility Fees paid?	Yes	N/A	Sale/Lease Price:
Property taxes paid?	Yes	Letter of Undertaking	Originator File No.:

THIS DOCUMENT HAS BEEN REVIEWED BY THE [FIRST NATION] LAND GOVERNANCE OFFICE AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DOCUMENTATION IS SATISFACTORY BASED UPON INFORMATION PROVIDED BY THE SOLICITOR(S) OF THE LESSOR/LESSEE AND INFORMATION PROVIDED TO US BY OTHER INTERNAL DEPARTMENTS OF THE [FIRST NATION].

Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

**TEMPLATE – Registry Originator # Log Sheet**

[FIRST NATION] LANDS OFFICE						
LOGO	<b>REGISTRY ORIGINATOR # LOG SHEET</b>					
ORIGINATOR	TRACK/REG#	IR	LOT	GRANTOR	GRANTEE	DATE
2015-001	<i>FN0001</i>	<i>1</i>	<i>123</i>	<i>A.ABEL</i>	<i>B.BEST</i>	<i>JAN.5</i>
2015-002						
2015-003						
2015-004						
2015-005						
2015-006						
2015-007						
2015-008						
2015-009						
2015-010						
2015-011						
2015-012						
2015-013						
2015-014						
2015-015						
2015-016						
2015-017						
2015-018						
2015-019						
2015-020						
2015-021						
2015-022						
2015-023						
2015-024						
2015-025						
2015-026						
2015-027						
2015-028						
2015-029						
2015-030						

**TEMPLATE – Memo to Registrar**

This template can also be adapted into an email format for correspondence with the First Nation Lands Registry’s Deputy Registrar. Issues you may address could be “Order of Registration” as shown, to identify an error made within the application and/or parcel abstract report, to provide supporting documents, etc.

<b>LOGO</b>	<b>MEMORANDUM</b> <b>[FIRST NATION] LANDS OFFICE</b>
<b>DATE:</b>	DATE
<b>TO:</b>	FIRST NATION LANDS REGISTRY Deputy Registrar
<b>FROM:</b>	NAME Title
<b>RE:</b>	<b>ORDER OF REGISTRATION</b> <b>LOT __ PLAN __ RESERVE NAME &amp; NO. __</b>
<p>Please ensure that the attached transactions are concurrently registered and reflected on the parcel abstract report in the following order:</p> <ol style="list-style-type: none"><li>1. <b>EASEMENT/SERVITUDES (QC) (#_____)</b></li><li>2. <b>ASSIGNMENT OF SUBLEASE (#_____)</b></li><li>3. <b>MORTGAGE/HYPOTHEC (QC) (#_____)</b></li></ol> <p>If there are any issues regarding the above transactions, please hold and contact our offices immediately.</p> <p>Yours sincerely,</p> <p><b>[FIRST NATION]</b></p> <p>Name Title  Address Phone Email</p>	

**TEMPLATE – Consent Form**

This template is to assist when under the Land Code, you may have a requirements for Council consent. \*Note: transactions on any pre-land code leases may require Ministerial consent.

**CONSENT FORM**

*(Grant or Disposition of Lease, License, Easement/Servitude (QC), Mortgage/Hypothec (QC) or Permit)*

**TO:** NAME OF APPLICANT  
Address

**RE:** LOT \_\_ CLSR \_\_ RESERVE NAME & NO. \_\_  
Assignment of Sublease No. \_\_\_\_

Transferor(s): NAME

Transferee(s): NAME(S)  
NAME(S)  
as Joint Tenants

In accordance with Section \_\_\_\_ of the \_\_\_\_\_ Land Code, I hereby consent to the above noted transaction on behalf of the Council / Minister.

This \_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
NAME, Lands Manager  
FIRST NATION  
Contact information

c/s

(note: affix seal here if applicable)

**SAMPLE – Temporary Use Permit Application**

**REZONING, LAND USE AMENDMENT AND TEMPORARY USE PERMIT APPLICATION**

Application Information

<b>APPLICATION TYPE:</b> (mark all applicable boxes):		
<input type="checkbox"/> Commercial Development	<input type="checkbox"/> Institutional Development	<input type="checkbox"/> Rezoning
<input type="checkbox"/> Construction	<input type="checkbox"/> Infrastructure, Sewer, Water	<input type="checkbox"/> Roads, Intersections, etc.
<input type="checkbox"/> Development Permit	<input type="checkbox"/> Land Use Amendment	<input type="checkbox"/> Temporary Use Permit
<input type="checkbox"/> Excavation	<input type="checkbox"/> Recreational Development	<input type="checkbox"/> Other:
<input type="checkbox"/> Industrial Development	<input type="checkbox"/> Residential Development	
FILE #	DATE OF APPLICATION:	APPLICATION #
APPLICATION FEE \$	RECEIPT #	DATE RECEIVED:
<b>DEVELOPER/AGENT INFORMATION</b>		
DEVELOPER (AGENT)		CORPORATE NAME:
INCORPORATION NO.		(B.C./ Canada)
GST #		HST #
Address of Records Office:		
PHONE # (WORK)		PHONE # (CELL)
FAX #		EMAIL:
NAME OF DIRECTORS:		
Have any of the directors gone bankrupt or been a director for a corporation that has gone bankrupt in the past 5 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide the name of the director and the details:		
Name of the Authorized Representative:		
Address:		Telephone:
<input type="checkbox"/> COPY OF DIRECTORS RESOLUTION authorizing representative or an affidavit of execution or proof of authority to use the corporate seal attached to application?		
<input type="checkbox"/> A COPY OF A CORPORATION SEARCH from the past 7 days demonstrating that the corporation is in good standing.		

**CP HOLDER INFORMATION** *(List all Certificate of Possession Holders)*

All applications must be signed by both the CP Holder/Legal Interest Holder/Land Rights Holder (QC) and, if there is one, the Corporate, agent or developer applicant.

By signing below I/We hereby authorize the corporation, agent or developer listed below to apply on our behalf. I/We agree to provide all information required for this application and to abide by all relevant \_\_\_\_\_, Federal, provincial and municipal laws in relation to the application and the project.

<b>OWNER (CP HOLDER 1)</b>	PHONE # (WORK)	
MAILING ADDRESS:	PHONE # (CELL)	
CITY/PROVINCE/POSTAL CODE	EMAIL:	
FAX #	<b>SIGNATURE:</b>	
<b>OWNER (CP HOLDER 2)</b>	PHONE # (WORK)	
MAILING ADDRESS:	PHONE # (CELL)	
CITY/PROVINCE/POSTAL CODE	EMAIL:	
<b>SIGNATURE:</b>	<b>Date:</b>	
<b>OWNER (CP HOLDER 3)</b>	PHONE # (WORK)	
MAILING ADDRESS:	PHONE # (CELL)	
CITY/PROVINCE/POSTAL CODE	EMAIL:	
<b>SIGNATURE:</b>	<b>Date:</b>	
<b>OWNER (CP HOLDER 4)</b>	PHONE # (WORK)	
MAILING ADDRESS:	PHONE # (CELL)	
CITY/PROVINCE/POSTAL CODE	EMAIL:	
<b>SIGNATURE:</b>	<b>Date:</b>	
<b>OWNER (CP HOLDER 5)</b>	PHONE # (WORK)	
MAILING ADDRESS:	PHONE # (CELL)	
CITY/PROVINCE/POSTAL CODE	EMAIL:	
<b>SIGNATURE:</b>	<b>Date:</b>	
<b>LEGAL DESCRIPTION</b>		
LOT	PLAN	IR#
STREET ADDRESS:		
EXISTING LAND USE UNDER THE TZFN LAND USE LAW – ZONING REGULATION:		

PROPOSED LAND USE (IF DIFFERENT FROM CURRENT USE):	
LEASE REGISTRATION # (as contained in Lands Registry)	SUBLEASE REGISTRATION # (as contained in Lands Registry)
<b>TEMPORARY USE PERMIT</b>	
REASON FOR PROPOSED TEMPORARY USE PERMIT (attach additional pages if necessary)	
<b>ZONING OR LAND USE AMENDMENT</b>	
REASON FOR REZONING OR AMENDMENT AND PROPOSED LAND USE (attach additional pages if necessary)	
<b>CHECKLIST</b>	
I have provided all of the information and documents set out in the attached Re-zoning, Land Use Amendment and Temporary Use Permit Application Checklist	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If no, please provide an explanation:	

NOTE: If the applicant is not the registered owner of the property concerned, then the land owner/interest holder/[land rights holder's \(QC\)](#) signature is required on this application.

**I/we hereby apply for the above approvals and agree to provide all information required for this application and to abide by all relevant \_\_\_\_ First Nation, federal, provincial and municipal laws in relation to the application and the project.**

**I/we further agree to allow any authorized \_\_\_\_ First Nation Representative or their delegate to enquire into my/our credit history, corporate standing and all other aspects of my/our business relevant to this application.**

**I accept responsibility for delays in processing caused by incorrect or insufficient submissions. Contact the \_\_\_\_ Land Governance office, if you should have any further questions.**

I represent to the \_\_\_\_\_ First Nation, knowing that the \_\_\_\_\_ First Nation relies on this representation and warranty, that the property covered by this application, to the best of my knowledge having done due and diligent inquiry, is not contaminated or polluted in any way that would make it unlawful, unsafe or unsuited for the purpose for which it is intended to be used.

I assume all risks incidental to or that may arise as a result of the of this application and agree to save harmless and indemnify the \_\_\_\_\_ First Nation and its officials, agents, servants and representatives from and against all claims, actions, costs, expenses and demands with respect to death, injury, loss or damage to persons or property arising out of or in connection with this application. I agree to conform to all applicable laws. I understand that no warranty is implied for the approval of this application and that this wavier and indemnity is binding on me, my heirs, executors and assigns.

I have read and agree with the above paragraphs.

\_\_\_\_\_  
Signature of Applicant/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of CP-Holder/Interest Holder/  
Land Rights Holder (QC)

\_\_\_\_\_  
Date

OFFICE USE ONLY		
APPLICATON IS:	<input type="checkbox"/> COMPLETE	<input type="checkbox"/> INCOMPLETE (PROVIDE COMMENTS BELOW)
Comments:		
Date: _____	Name of Staff	
Member: _____		
Signature: _____		

**SAMPLE – Temporary Use Permit Checklist**

**REZONING, LAND USE AMENDMENT OR TEMPORARY USE PERMIT APPLICATION CHECKLIST**

All of the following must be provided as applicable:

<b>GENERAL</b>
<input type="checkbox"/> Application: A completed application form and payment of all prescribed fees.
<b>COMMUNITY BENEFITS</b>
<input type="checkbox"/> Community Benefit Summary (for subdivisions or development of > 4 lots or units for sale, rental or lease to non-Members):  In addition to increases to the property tax base, please provide a summary of all proposed benefits to the ____ community. This could include donations or dedications of land or facilities for park, recreation or housing or a donation of cash in lieu; greenspace; trails; sidewalks; street lights; training or development opportunities for members; etc.  _____ _____ _____
<b>ENGINEERING</b>
<input type="checkbox"/> General Engineering Requirements for Land Development on ____ Reserve Lands  Provision of sufficient plans, documents, and professional seals and signatures as set out in the General Engineering Requirements to enable ____ Council to assess access, servicing and other issues relating to the proposed zoning or land use amendment.
<b>LEGAL DOCUMENTS</b>
The following documents are required: <input type="checkbox"/> First Nations Lands Registry search that is less than 30 days old; <input type="checkbox"/> A copy of all draft or final executed leases, sub-leases, assignments, etc.; <input type="checkbox"/> A copy of all draft or final encumbrances/ <b>charges (QC)</b> , rights of way, easements/ <b>servitudes (QC)</b> , permits; <input type="checkbox"/> A copy the CLSR plan; <input type="checkbox"/> A copy of all existing and proposed subdivisions, easements/ <b>servitudes (QC)</b> , rights of way, and draft surveys; <input type="checkbox"/> A signed and witnessed agreement to indemnify ____ First Nation against any loss or damage in relation to the subdivision, development or activity; and <input type="checkbox"/> Confirmation of right of entry for ____ and all authorized officials to inspect the site and any structures or infrastructure.
All information must be sent to: ____ <b>First Nation, Land Governance office</b> ADDRESS, Phone, Fax:  <i>For assistance, in completing the application, please contact the above telephone number</i>

**SAMPLE – Development Permit**

**DEVELOPMENT PERMIT AND SERVICING AGREEMENT  
PERMIT NO. \_\_\_\_\_**

THIS AGREEMENT made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ (herein called the "Effective Date")

BETWEEN:

**COMPANY NAME**, a company, having its registered and records office at, STREET ADDRESS, CITY, PROVINCE, POSTAL CODE  
(hereinafter referred to as the "Developer")

OF THE FIRST PART

AND:

**FIRST NATION**, as represented by its duly elected Council, having an office at, STREET ADDRESS, CITY, PROVINCE, POSTAL CODE  
(hereinafter referred to as the "First Nation")

OF THE SECOND PART

WHEREAS:

- A. Indian Reserve No. \_\_\_ of the First Nation in the Province of \_\_\_\_\_ is a Reserve vested in Her Majesty the Queen in Right of Canada for the use and benefit of the \_\_\_\_\_ First Nation;
- B. Pursuant to a lease registered in the First Nation Lands Register at Ottawa, Ontario, under Number \_\_\_\_\_ (herein called the "Lease"), the Developer is the Lessee of and proposes to develop all or a portion of certain lands known and described as:  
  
Lot \_\_\_\_\_, Indian Reserve No. \_\_, in the Province of \_\_\_\_\_, as shown on Plan of Survey No. \_\_\_\_\_ deposited in the Canada Lands Survey Records, Ottawa, Ontario,  
  
(hereinafter referred to as the "Lands")
- C. The Developer wishes to subdivide or develop the Lands, or a part thereof, and for the purpose of obtaining permission to do so has submitted plans, specifications and documents to the First Nation for approval, which plans, specifications and documents are included in the list contained in Schedule "A" attached hereto;
- D. By Order In Council P.C. 1989-998 dated May 25th, 1989 issued pursuant to Section 60 of the Indian Act ("P.C. 1989-998"), the First Nation, as represented by its duly elected Council, has been granted the authority to control and manage lands within the First Nation's

reserves and to exercise certain powers of the Minister under the Indian Act, including the authority to approve of Development Plans submitted by lessees pursuant to leases of reserve lands;

- E. \_\_\_\_ First Nation entered into a Framework Agreement with the Government of Canada;
- F. \_\_\_\_ First Nation entered into an Individual Transfer Agreement on First Nation Land Management with the Government of Canada dated \_\_\_\_\_;
- G. \_\_\_\_ First Nation approved a Land Code \_\_\_\_\_;
- H. The Developer has applied to the First Nation for approval of the Development Plan and for permission to construct the Works and services shown on the Development Plan;
- I. The First Nation has reviewed the Development Plan and by resolution of the Council dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the First Nation has approved of the Development Plan on behalf of the Minister as required by the Lease and has authorized the execution and issuing of this Development Permit and Servicing Agreement (herein called the "Agreement").

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the premises and of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

## **2. Definitions**

In this Agreement, unless the context otherwise requires:

"Approving Officer" shall mean the Approving Officer as appointed by the Council pursuant to the \_\_\_\_ *Bylaw* and includes his designate;

"Complete" or "Completion" or any variation of these words, when used with respect to the Work referred to herein, shall mean completion of the Work, or a part thereof as the context requires, in accordance with the provisions of this Agreement and to the satisfaction of the Approving Officer when so certified by him in writing.

"Contractor" shall mean contractors and sub-contractors employed by the Developer, directly or indirectly, in the construction and installation of the Work.

"Council" means the Council of the \_\_\_\_ First Nation;

"Minister" means the Minister of Indigenous and Northern Affairs Canada;

"Subdivision Bylaw" means \_\_\_\_ *First Nation Bylaw No.* \_\_\_\_ or any bylaw enacted in substitution thereof;

"Subdivision Plan" means a plan prepared under the Canada Lands Survey Act for registration in the Canada Lands Survey Records at Ottawa, Ontario, showing the subdivision of the Lands;

"Term" when used in respect of the Lease shall include any future extension to the term of the Lease;

"Work" shall mean all works, services, roads and any other improvement required to be constructed and erected or installed, both on the Lands and within Statutory Rights-of-Way, by the Developer under provisions of this Agreement.

### **3. Works to be Constructed**

3.1 The Developer covenants and agrees to construct and install on the Lands and within Statutory Rights-of-Way, as the case may be, all of the Work as shown on the plans, specifications and documents (herein called the "Development Plan") listed in Schedule "A" attached hereto, which Development Plan is hereby incorporated into and forms a part of this agreement, including, but without limiting the generality of the foregoing:

- a. Roads works and fire truck turnarounds;
- b. Drainage works and services;
- c. Sewage works and services;
- d. Water works and services;
- e. Sidewalks;
- f. Boulevards;
- g. Curbs and gutters;
- h. Street lighting;
- i. Underground electrical, telephone and cablevision works; and
- j. other Works shown on the Development Plan.

3.2. In consideration of the due and proper performance by the Developer of his covenants herein contained, the First Nation covenants and agrees to permit the Developer to carry out and perform the Work.

3.3 The Parties hereto acknowledge that each of them has in their possession a copy of all of the items listed in Schedule "A".

3.4 Subject to Section 3.1, all Work shall be carried out by the Developer or his contractors in accordance with the Development Plan, and in accordance with the provisions of the bylaws of the First Nation from time to time in force.

3.5 In the event of a conflict between this Agreement and the Development Plan or between any of the items listed in Schedule "A", the following shall apply:

- a. figured dimensions shown on a drawing shall prevail even though they may differ from dimensions scaled on the same drawing,

- b. drawings of larger scale shall prevail over those of smaller scale,
- c. specifications shall prevail over drawings,
- d. conditions of approval set by any reviewing or approving authority shall prevail over specifications,
- e. this Agreement shall prevail over all plans, specifications and documents, and
- f. the First Nation's bylaws shall prevail over this Agreement.

3.6 The full cost of all Work herein shall be borne by the Developer.

#### **4. Excluded Works and Construction**

4.1 For greater certainty, this Agreement shall apply only to those works to be installed on the Lands and within Statutory Rights-of-Way, as the case may be, and does not include any works to be installed on any lands other than the Lands, regardless of whether or not such works are shown on the Development Plan.

4.2 This Agreement does not relieve the Developer from the requirement to comply with the provisions of any First Nation bylaw nor does it constitute a permit to carry out any activity or to do anything not expressly permitted herein and does not relieve the Developer from the requirement to obtain permits and to pay any permit fees required to be obtained or paid in respect of any activities or anything in respect of which a permit is required or a permit fee is payable and, without limiting the generality of the foregoing, does not constitute:

- a. Building Permit issued under \_\_\_\_ First Nation Building Bylaw No. \_\_\_\_ and any amendments thereto in respect of any building to be constructed within the Lands;  
or
- b. a permit to complete any service connection to the water works or the sewage works.

#### **5. Contractors**

5.1 The Developer shall employ only qualified contractors to carry out and complete the Work.

5.2 The Developer shall obtain and provide to the First Nation upon request and free of charge true copies of all contracts and sub-contracts entered into by the Developer or its contractors and relating to the Work or, where oral contracts exist, written particulars of any such contracts.

#### **6. Changes to the Work**

6.1 The Developer shall not deviate from the approved Development Plan during construction of any part of the proposed Works unless the Developer has submitted to the First Nation a complete set of plans and specifications containing full details of the

proposed deviation and obtained the prior written consent of the Approving Officer, which approval may be withheld in the absolute discretion of the Approving Officer.

- 6.2 Any decision of the Approving Officer in respect of a proposed change to the Development Plan shall be final.
- 6.3 In the event that the Developer carries out any construction which deviates from the Development Plan, the Developer shall, forthwith upon notification from the Approving Officer, reconstruct the Works such that it will comply with the Development Plan.
- 6.4 The plans and specifications referred to in Section 6.1 shall be in the quantity and format and to the standard set out in any bylaw of the First Nation in effect from time to time.

## **7. Payment of Charges**

- 7.1 The Developer hereby acknowledges that prior to commencing construction, the Developer is required to pay to the First Nation:
- i. development cost charges for common facilities and services in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), the calculation of which is set out in Schedule "B" attached hereto, and
  - ii. connection fees for water services in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), the calculation of which is set out in Schedule "B" attached hereto, and
  - iii. fees for inspection of the Works in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), which amount is equal to \_\_\_\_\_% of the estimated cost of the Works in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), as estimated or approved by the Approving Officer, plus all applicable taxes, a copy of which estimate is set out in Schedule "C" attached hereto.
- 7.2 In the event that the Developer fails to comply with this Agreement and the First Nation incurs costs in enforcing compliance on the part of the Developer, in addition to the other charges specified herein, the Developer shall pay to the First Nation any court costs plus the costs or commission of any solicitor engaged by the First Nation in enforcing compliance, whether or not any judicial proceeding has been taken, and any such monies shall bear interest from the date of payment at the rate of interest specified in Section 17.
- 7.3 The Developer acknowledges that the charges referred to herein are pre-connection charges only and do not include any amounts for:
- a. any periodic charges levied by the First Nation including system users fees and parcel or frontage taxes levied in respect of any services provided to the Lands, and

- b. any future charges levied by the First Nation to recover any unforeseen costs attributable to the repair, restoration or replacement of any works or services arising from any unforeseen event including, and without limiting the generality of the foregoing:
  - i. an earthquake,
  - ii. a snowslide, landslide, subsidence or other earth movement,
  - iii. a flood, including waves, tides, and the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made,
  - iv. the loss or deterioration in quality of a source of water for the First Nation water system,
  - v. and the Developer shall pay any amounts of money levied by the First Nation on facility or service users to raise funds required to effect such repair, restoration or replacement provided however that any amounts levied on the Developer shall be levied on the same basis as they are levied on other users.

## **8. Inspections**

- 8.1 The First Nation and its authorized agents or representatives shall at all times have access to the Work authorized by this Agreement. If parts of the Work authorized by this Agreement are in preparation at locations other than the Lands, the First Nation or its authorized agents or representatives shall be given access to such Work whenever it is in progress.
- 8.2 If any part of the Work authorized by this Agreement is required to be tested, inspected or approved by either the Development Plan or the laws of application to the Work authorized, the Developer shall give both the Approving Officer and any other authorities having jurisdiction over the Work timely notice of the date and time that the Works will be ready for inspection and shall not cover the Work or permit it to be covered until such time that the required tests or inspections have been completed.
- 8.3 If the Developer covers or permits to be covered Work that is required to be tested, inspected or approved before such tests, inspections or approvals are made, given or completed, he shall, if so directed, uncover such Work, have the tests or inspections satisfactorily completed and make good such Work at his own expense.
- 8.4 Forthwith upon completion of tests, inspections or approvals carried out by any authority having jurisdiction over the Work authorized by the Agreement, the Developer shall provide the Approving Officer with two (2) copies of any test results, certificates and inspection reports relating to the Work tested, inspected or approved.

8.5 The decision of the Approving Officer shall be final and binding on all parties hereto in determining whether or not the Work or any part thereof has been carried out and completed in accordance with the provisions of this Agreement.

**9. Ownership of the Works**

9.1 The Developer acknowledges and agrees that, unless otherwise agreed by the First Nation and the Developer, all right, title and interest in and to that portion of the Works located inside of the Lands shall at all times, during the term of the Lease, vest in the Developer and nothing herein contained shall derogate from the obligation of the Developer to pay for, use, operate, repair, replace and maintain the said Works in accordance with any laws of application thereto.

9.2 The Developer acknowledges and agrees that immediately upon issuance by the Approving Officer of his certification stating that the Work has been completed, all right, title and interest in and to that portion of the Works located outside of the Lands shall immediately pass to and vest in the First Nation, but nothing herein contained shall derogate from the obligation of the Developer to maintain the said Works for a period of one (1) year following completion as aforesaid.

**10. Engineer's Certificate and As-built Information**

10.1 Upon completion of the Works, and prior to the Approving Officer certifying completion of the Work, the Developer shall submit to the Approving Officer:

- a. a certificate from the Developer's engineer certifying that the Works were installed and constructed in accordance with the Development Plan, and
- b. final as-built mylar drawings of all Work constructed hereunder, signed and sealed by a Professional Engineer plus one copy of a diskette containing files of the as-built drawings produced using the AUTOCADD, Release 12, computer drafting software system.

10.2 Until the Developer submits the final as-built mylar drawings and computer diskette required by Subsection 10.1(b), the First Nation will hold \$200.00 per sheet from the security deposit for drafting deficiencies.

**11. Schedule**

11.1 Subject to subsection 11.2, prior to commencing construction of the Works authorized by this Agreement, the Developer shall provide the Approving Officer with a schedule listing the various components of the Work authorized and a projected start date and completion date for each component and shall, from time to time, notify the Approving Officer of any changes to the schedule.

11.2 The Developer shall commence construction of the Works permitted by the Agreement within six months of the Effective Date and if the Developer does not commence

construction within six months of the Effective Date, this Agreement shall lapse and any permission given hereunder to construct the Works shall be revoked without any requirement for notice to the Developer.

- 11.3 The Developer cause all Work herein to be carried out and completed by the completion date shown on the Schedule referred to in Section 11 (herein called the "Completion Date"), which Completion Date shall not be later than twelve months after the Effective Date.
- 11.4 At the request of the Developer, the Approving Officer may extend the period within which the Developer may carry out and complete construction of the Works provided that the Developer shall:
- a. pay to the First Nation an additional inspection fee which shall be the greater of five hundred (\$500.00) dollars or an amount calculated in the same manner as the inspection fee referred to in Section 7.1(c) except that it shall be calculated based on the value of works remaining to be completed as estimated by the Approving Officer, and
  - b. where the Developer has applied for and obtained approval of the Subdivision Plan conditional upon the provision of security to the First Nation, obtain equivalent extensions to the security provided to the First Nation and provide the First Nation with written evidence, satisfactory to the Approving Officer, that such extensions have been obtained.

## **12. Payment of Taxes**

- 12.1 The Approving Officer may withhold final approval of the Works until such time that:
- a. all arrears of property taxes levied against the Lands, if any, have been paid; and
  - b. all current assessed property taxes levied against the Lands, if any, have been paid.

## **13. First Nation to Provide Service**

- 13.1 Upon completion of the Works and upon performance by the Developer of all of his covenants and agreements contained herein, the First Nation shall provide water and sewer services to any premises which may become connected to the water works and sewage works constructed pursuant to this Agreement subject to continued compliance on the part of the Developer and all persons claiming under, by or through the Developer with the terms and conditions of this Agreement and all bylaws of the First Nation in effect from time to time related to the said systems.
- 13.2 Notwithstanding any current or future requirement by the First Nation that any sublessee of the Developer execute any application for water or sewer services or any other service, the Developer shall collect any and all charges levied by the First Nation

which are attributable to any subleased premises and pay such charges to the First Nation when they are due and payable.

- 13.3 Nothing in this Agreement shall be construed so as to create any greater standard of care or liability on the part of the First Nation in respect of the supplying of services to occupants and Premises within the Lands than that which applies to the supply of such services to other persons or Premises within the Reserve and, for greater certainty, the First Nation shall not be liable to the Developer for any interruption in the supply or reduction in the quality or quantity of services supplied due to causes beyond the reasonable control of the First Nation.
- 13.4 For greater certainty, nothing in this Agreement shall be construed as imposing any obligation on the First Nation to pay the costs of providing services to the Developer or to any other service users with funds other than those funds paid to the First Nation from time to time by the Developer or other service users for the purpose of defraying the full cost of those services.

**14. Security Deposit**

- 14.1 The Developer may apply for final approval of the Subdivision Plan related to that portion of the Lands covered by this Agreement prior to final approval of the Works by the Approving Officer provided that the Council may, as security for the due and proper performance by the Developer of all his covenants and agreements herein contained, require that the Developer deposit with the First Nation an unconditional, irrevocable Letter of Credit, in the form attached hereto as Schedule "D" and for a term of not less than twelve (12) months, in an amount equal to One Hundred and Twenty (120%) Percent of the cost of constructing and providing all of the Works remaining to be constructed and installed by the Developer under the terms of this Agreement, as estimated by the Approving Officer.
- 14.2 The Developer agrees that if the Work or any part thereof is not completed in accordance with the provisions of this Agreement and by the Completion Date, or if the Developer shall be in default of any of his covenants herein contained, and such default shall continue for a period of fourteen (14) days after notice thereof has been given by the First Nation to the Developer, the First Nation may call for and receive the funds secured by the Letter of Credit and the First Nation may complete the Work at the cost of the Developer and deduct from any fund held by the First Nation as security hereunder, the cost of such completion. The balance of the deposit, if any, shall be returned to the Developer less any administration fees equal to fifteen (15%) of the cost of the Works completed by the First Nation. If there is insufficient money on deposit with the First Nation under the Letter of Credit, then the Developer shall pay such deficiency to the First Nation immediately upon receipt of the First Nation's bill for completing the Work. It is understood and agreed that the First Nation may do such Work either by itself or by contractors employed by the First Nation. Any bill rendered

by the First Nation to the Developer under the provisions of this paragraph, shall be regarded as charges for Work done or service provided.

- 14.3 The First Nation will, upon application by the Developer, consent to a reduction in the amount secured by the Letter of Credit, or cash, from time to time, and in accordance with the following:
- a. The percentage of the credit reduction will be equal to the percentage of the cost of the Work completed, as estimated by the Approving Officer, and approved by the Approving Officer;
  - b. No reduction will be allowed for any amount less than 10% of the total cost of the construction and installation of the Work, as estimated by the Approving Officer;
  - c. Notwithstanding a. or b. herein, the First Nation will not refund an amount equal to 10% of the total cost of the Work, as estimated by the Approving Officer, or \$2,000.00, whichever is greater, until the expiry of one (1) year following the full and final completion of all the Work; and
  - d. Upon the expiry of the aforesaid one (1) year period referred to in c. and provided that the Developer is not then in default under any of his covenants herein contained, and upon final approval of the Work by the Approving Officer, the First Nation will as soon as possible, reduce the remaining security to zero (nil).

**15. Indemnity**

- 15.1 The Developer shall indemnify and save harmless the First Nation from and against all claims, demands, losses, costs, damages, actions, suits, proceedings or fines or assessments by whoever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributed to the breach of any provision of this Agreement to be performed by the Developer, its officials, servants, employees, members, agents and contractors. This indemnity shall survive the termination of this Agreement.

**16. Notices**

- 16.1 All notices under this Agreement must be given in writing and delivered in accordance with this Article.
- 16.2 All notices will be delivered to the other Party and no notice shall be effective until such delivery has been made.
- 16.3 The addresses for delivery are:

**To the First Nation:**

ADDRESS

Phone:

Fax:

**To the Developer:**

ADDRESS

Phone:

Fax:

Notice will be deemed to have been delivered:

- a. if delivered by hand, upon receipt;
- b. if sent by electronic transmission, 48 hours after the time of transmission, excluding from the calculation weekends and public holidays;
- c. if sent by registered mail, four (4) days after the mailing thereof, provided that if there is a postal strike or other disruption such notice will be delivered by hand or electronic transmission.

16.5 The Parties may change their respective addresses for delivery by delivering notice of change as provided in this Section.

**17. Arrears to Bear Interest**

17.1 If any payment is not made by any Party as required by this Agreement, the same shall bear interest equal to the Prime Rate plus (3%) per cent per annum, calculated on the outstanding balance from time to time, from the date of default in payment until paid.

**18. Amendment of Agreement**

18.1 This agreement may be amended from time to time by written agreement signed by the Parties hereto.

**19. Assignment**

19.1 This Agreement shall not be assigned by either Party hereto, except with the prior written consent of the other.

**20. Interpretation**

20.1 It is understood and agreed that the First Nation has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Developer other than those contained in this Agreement.

20.2 Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the First Nation in the exercise of its functions under any inherent right, statute, by-law, order or regulation.

- 20.3 Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint ventureship among or between the Developer, the First Nation and/or the First Nation Council.
- 20.4 If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder, which remainder will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion, the intent of the Parties being that this Agreement would have been executed without reference to any portion which may, for any reason, be declared or held invalid.
- 20.5 Time shall be of the essence of this Agreement.
- 20.6 Headings are inserted in this Agreement for convenience only and shall not be construed as affecting the meaning of this Agreement.
- 20.7 No waiver of any term or condition of this Agreement or a breach of any term or condition of this Agreement by any Party hereto shall be effective unless it is in writing and no waiver of breach even if in writing shall be construed as a waiver of any future breach.
- 20.8 Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.
- 20.9 This Agreement and the terms, covenants and conditions herein contained shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 20.10 The Parties hereto shall do and cause to be done, all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement effective as of the day and in the year first above written.

The Corporate Seal of \_\_\_\_\_ was )  
hereunto affixed on the \_\_\_\_ day of )  
\_\_\_\_\_, 20\_\_ in the presence of: )

\_\_\_\_\_)  
Authorized Signatory )

\_\_\_\_\_)  
Authorized Signatory )

C/S

Signed, Sealed and Delivered by the Approving Officer  
on behalf of the First Nation on the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_ in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Approving Officer

**SCHEDULE "A"**

**\_\_\_\_ FIRST NATION  
DEVELOPMENT PERMIT AND SERVICING AGREEMENT**

**LIST OF PLANS AND SPECIFICATIONS FOR AUTHORIZED WORKS**

The following are the plans and specifications for the work authorized by a Development Permit and Servicing Agreement No. - \_\_\_\_\_ issued by the \_\_\_\_ First Nation:

**WRITTEN PLANS AND SPECIFICATIONS**

- a. Environmental Impact Assessment for Lot \_\_\_\_\_, Indian Reserve No. \_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_ as prepared by \_\_\_\_\_ Engineering Ltd.

**ENGINEERED AND ARCHITECTURAL DRAWINGS**

Document	Rev. No.	Issue Date	Description

**SCHEDULE "B"**

**\_\_\_\_ FIRST NATION  
DEVELOPMENT PERMIT AND SERVICING AGREEMENT**

**DEVELOPMENT COST CHARGES FOR AUTHORIZED WORKS**

The following are the Development Cost Charges applicable to the work authorized by  
Development Permit and Servicing Agreement No. \_\_\_\_\_ issued by the \_\_\_\_ First Nation:

AMOUNT:

TOTAL	

**SCHEDULE "C"**  
**\_\_\_\_ FIRST NATION**  
**DEVELOPMENT PERMIT AND SERVICING AGREEMENT**

The following are the estimated taxes applicable to the work authorized by Development Permit and Servicing Agreement No. \_\_\_\_\_ issued by the \_\_\_\_ First Nation:

AMOUNT:

TOTAL	

**SCHEDULE "D"**  
**\_\_\_\_\_ FIRST NATION**  
**DEVELOPMENT PERMIT AND SERVICING AGREEMENT**

Bank of: \_\_\_\_\_  
Branch Address: \_\_\_\_\_

\_\_\_\_\_ First Nation Council  
ADDRESS

Dear Sirs,

**Re: (Insert Project Name and Location)**

At the request of \_\_\_\_\_ (Developer) we hereby establish in your favour our irrevocable credit for a sum not exceeding \_\_\_\_\_ Dollars, (\$\_\_\_\_\_). This credit shall be available to you by sight drafts drawn on the Bank of \_\_\_\_\_, \_\_\_\_\_ Branch Address, B.C. when supported by your written demand for payment made upon us.

This Letter of Credit is required in connection with an undertaking by the Developer to perform certain works and services required by you. We specifically undertake not to recognize any notice of dishonour of any sight draft that you shall present to us for payment under this Letter of Credit. You may make partial drawings or full drawings at any time. We shall honour your demand without enquiring whether you have a right as between yourself and our Customer.

Our reference for this Letter of Credit is the Bank of \_\_\_\_\_, B.C., Letter of Credit No. \_\_\_\_\_.

BANK OF \_\_\_\_\_

\_\_\_\_\_ (Developer) hereby specifically agrees that it shall not take any action to dispute the validity of the Letter of Credit unless it shall have expired prior to demand. We hereby agree to indemnify the Bank of \_\_\_\_\_ against any costs of actions relative to the above. We also authorize the Bank of \_\_\_\_\_ to make such payments as may be necessary and to debit our account accordingly.

\_\_\_\_\_  
Developer