



## FORESTRY LICENCE TO CUT

A(LICENCE#)



THIS LICENCE, dated for reference (date with 4 digit year).

### BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT  
OF THE PROVINCE OF BRITISH COLUMBIA,  
as represented by THE REGIONAL OR DISTRICT MANAGER, of the  
MINISTRY OF FORESTS AND RANGE

ADDRESS LINE 1

ADDRESS LINE 2, BRITISH COLUMBIA

ADDRESS LINE 3

Phone: # Fax: #

(the "(Regional Manager or District Manager)")

### AND:

LICENSEE'S LEGAL NAME

ADDRESS LINE 1

ADDRESS LINE 2, BRITISH COLUMBIA

ADDRESS LINE 3

Phone: # Fax: #

Email Address: EMAIL ADDRESS

(the "Licensee")

### WHEREAS:

This Forestry Licence to Cut is entered into pursuant to section 47.6 (2) (d) of the *Forest Act* and section 4 of the Forestry Licence to Cut Regulation to allow timber to be harvested in conjunction with a Forests for Tomorrow (FFT) contract to prepare the area for FFT reforestation.

"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."

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**THE PARTIES** agree as follows:

## **1.00 GRANT OF RIGHTS AND TERM**

1.01 The term of this Licence begins on **(start date with 4 digit year)** and expires on the earlier of **(end date with 4 digit year)** or when the Regional Manager or District Manager gives notice to the Licensee that all contractual and legislative obligations associated with this Licence have been completed.

1.02 Subject to this Licence and the forestry legislation; the Licensee is authorized to harvest the Crown timber from the areas of land shown on the attached Exhibit "A" map(s) ("the licence area") and to remove the following special forest products:

- (a) posts and rails,
- (b) wood chips, or
- (c) hogged tree material,

which the Licensee is authorized to manufacture within the licence area.

1.03 Subject to this Licence, the Licensee has the right to enter and use Crown land to exercise rights and fulfil obligations under this Licence.

1.04 This Licence is not replaceable under the *Forest Act*.

1.05 Extensions may be granted to the term of this Licence if primary logging has been completed by the date specified in paragraph 1.01(d) of Schedule A and additional time is needed to remove decked timber or complete any required road deactivation.

1.06 Extensions may also be granted to the term of this Licence, without primary logging being complete, if the Regional Manager or District Manager is satisfied that providing an extension is the best way to get the licence area prepared for reforestation.

1.07 If the Licensee fails to:

- maintain the FFT site preparation/overstory removal contract in good standing, or
- complete all Work in accordance with the FFT Activity Standards Documents

the Licensee is deemed to have failed to perform an obligation under this Licence.

## **2.00 TIMBER HARVEST LIMITATIONS**

- 2.01 Timber harvesting must be conducted in accordance with the forestry legislation and the conditions and requirements specified in Schedule “A”.
- 2.02 In addition to timber specified in the forestry legislation as reserved, the Licensee must not cut, damage, or destroy timber if the timber is specified as reserved in Schedule “B”.

## **3.00 TIMBER MARK**

- 3.01 The timber mark for timber harvested under this Licence is:

**(TIMBER MARK)**

- 3.02 All timber cut from the licence area must be marked in accordance with the *Forest Act* and the Timber Marking and Transportation Regulation.

## **4.00 SCALE BASED STUMPAGE**

- 4.01 The Licensee must ensure that:
  - (a) all timber and any special forest product removed from the licence area is scaled; and
  - (b) the scale of the timber or special forest product 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 There is no maximum volume limit, cut control requirements or need to measure waste on this Licence and therefore there is no need to calculate and determine the “volume of timber harvested” as defined in section 75.1 of the *Forest Act*:

## **6.00 WASTE ASSESSMENT**

- 6.01 At the completion of primary logging, and following an opportunity for inspection by the District Manager, the Licensee must pay to the Government a waste assessment of \$1.00 for merchantable Crown timber, whether standing or felled that could have been cut and removed under the Licence but at the Licensee’s discretion is not removed.

## **7.00 COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE**

7.01 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 Manager 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 Manager 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 Manager 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 Manager 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 Manager 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 or special forest products removed under this Licence;
  - (b) any payment required in respect of a waste assessment under part 6.00 of this Licence.
- 8.02 Prior to entering into this Licence, the Licensee will provide the Crown with { \$\_\_\_\_\_ } to be held on deposit (the Deposit) to be used in accordance with this Licence and the Advertising, Deposits, Disposition and Extensions Regulation.
- 8.03 If the Licensee fails to perform an obligation under this Licence, the Regional Manager 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 Manager or District Manager takes from the deposit under paragraph 8.02, the Licensee must pay to the Government on demand an amount sufficient to replenish the deposit or this Licence may be terminated by the Regional Manager or District Manager.
- 8.05 In accordance with the Advertising, Deposits, Disposition and Extensions Regulation, the deposit may be refunded to the Licensee.

## **9.00 LIABILITY & INDEMNITY**

- 9.01 Subject to paragraph 9.04, 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 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) sent by or electronic-mail;

to the address or facsimile 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;
- (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 transmission; and
- (d) if it is given in accordance with subparagraph 12.02 (d), subject to paragraph 12.05, on the date it is sent by electronic mail 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 or electronic mail, 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 or facsimile number of the party giving such notice and, from and after the giving of such notice, the address or facsimile number specified will, for purposes of this Licence, be considered to be the address or facsimile number of the party giving such notice.

### **13.00 MISCELLANEOUS**

- 13.01 This Licence will inure 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 Manager or District Manager under this Licence may be exercised or fulfilled by any person authorized to do so by the Regional Manager or District Manager.
- 13.04 Any Schedules, Exhibits 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 area or a road permit or the right of any other authorized entrant, user or occupier of these areas.

- 13.07 Unless an FFT site preparation contract has also been entered into between the parties, 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 13.02, the definition in the legislation applies to this Licence, and where the definition of the word or phrase in the legislation is replaced by a new definition of the word or phrase, this Licence is deemed to have been amended accordingly.
- 13.09 Time is of the essence in this Licence.
- 13.10 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.
- 13.11 The Licensee acknowledges that any information released to the Licensee by the District Manager, Regional Manager, the Government or a contractor 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 District Manager, the Regional 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 & 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*, the *Forest and Range Practices Act* and the *Wildfire Act*.

"primary logging" means felling timber and yarding or forwarding the timber to central landings or road-sides, but does not include removing the timber from these landings or road-sides,

IN WITNESS WHEREOF the Licence has been executed by the (Regional Manager, District Manager) and the Licensee on the date first written above.

SIGNED by the )  
(Regional/District) Manager )  
on behalf of Her Majesty )  
the Queen in Right of )  
the Province of )  
British Columbia )  
in the presence of: )

\_\_\_\_\_  
Signature )

\_\_\_\_\_  
Printed Name )

\_\_\_\_\_  
(Regional or District) Manager  
(name of Region or District)

\_\_\_\_\_  
Dated

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

\_\_\_\_\_  
Signature )

\_\_\_\_\_  
Printed Name )

c/s

(or)

SIGNED by the Licensee )  
in the presence of: )

\_\_\_\_\_  
Signature )

\_\_\_\_\_  
Printed Name )

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Dated

## SCHEDULE “A”

### 1.00 OTHER CONDITIONS AND REQUIREMENTS

- 1.01 In addition to the terms set out in the body of this Licence, the Licensee will also comply with the following conditions:
- (a) the Licensee must notify the **(Regional Manager or District Manager or designate)** before start up of operations and upon completion of primary logging;
  - (b) unless the Regional Manager or District Manager specifies otherwise in writing, the Licensee must take all reasonable steps to commence harvesting operations within a reasonable period of time following the commencement of the term of the Licence and no later than **(# of weeks/months)** following the commencement of the term of the Licence;
  - (c) harvesting under this Licence may only take place between **(state start date with 4 digit year)** and **(state end date with 4 digit year)**;
  - (d) this Licence does not convey any right or title to any timber which has been cut prior to the effective date of the Licence and remains on the licence area, and the Licensee must not impede or obstruct the District Manager from removing any such timber;

## **SCHEDULE “B”**

### **1.00 RESERVED TIMBER**

- 1.01 Subject to the forestry legislation, there is no timber reserved under this Licence.

## SCHEDULE "B"

### 1.00 RESERVED TIMBER

1.01 Subject to the forestry legislation, timber meeting the following specifications is reserved from harvesting:

<b>Species</b>	<b>Tree Condition</b>	<b>Basal Area or Stems Per Hectare to be Reserved by Species</b>	<b>Distribution of Reserved Timber</b>	<b>Diameter at Breast Height (DBH) of Reserved Timber by Species</b>
		m <sup>2</sup> or stems per hectare		cm at DBH

## SCHEDULE “B”

### 1.00 RESERVED TIMBER

- 1.01 Timber within the licence area marked with **(specify colour)** coloured paint on the bole of the tree approximately 1.3 metres above the ground, and with a vertical 30 centimetre paint mark at the base of the tree below stump height is reserved from harvesting.
- 1.02 Areas of timber that have been marked in the field with **{specify colour}** ribbon and identified on the Exhibit B map as areas of reserve timber must not be harvested.

## **SCHEDULE “C”**

### **1.00 AUTHORIZATION OF ROAD USE ON THE LICENCE AREA**

- 1.01 Subject to the forestry legislation and the FFT Activity Standards Documents, the Licensee is authorized to construct, maintain and use roads on the licence area if the roads are:
- (a) (i) identified on the Exhibit “B” as roads that may be constructed or used by the Licensee, or
  - (ii) not identified on the Exhibit “B”, but are required for harvesting, and are approved in advance by the district manager;
  - (b) wholly contained within licence area; and
  - (c) the roads to be used are not forest service roads or ones for which another person has a timber sale licence that does not provide for a cutting permit or has a woodlot licence, cutting permit, road permit or special use permit.
- 1.02 Prior to constructing, maintaining and using the road under the Licence, the Licensee shall, unless the District Manager determines otherwise:
- (a) obtain all necessary permits or authorizations for crossing alienated lands including power lines, pipelines, railroads, public roads, and agricultural land reserves; and
  - (b) obtain all necessary permits or authorizations from other resource agencies.
- 1.03 Once the Licensees has completed harvesting and site preparation, the Licensee shall, unless the District Manager determines otherwise, carry out such drainage and stabilization works as specified by the District Manager to provide for more effective seasonal wilderness road maintenance.

Do we want the DM to have to specify what needs to be done to the roads or would it be better for the FLTC to require the Licensee to carry out such drainage and stabilization works as necessary to ensure

- (a) the structural integrity of the road prism and clearing width are protected to prevent a material adverse effect on a forest resource, and
- (b) the drainage systems of the road are functional

The Licensee must ensure that any access control structure erected to restrict motor vehicle traffic shall not be, or become a hazard to the users of the road by placing the control structure in a conspicuous location, adequately marking that structure with permanent reflective material, and erecting warning signs at such a distance so as to provide adequate warning of the structure.

1.05 If the District Manager authorizes the Licensee to construct a junction, where necessary, with a forest service road, the Licensee shall ensure that the junction is constructed such that it provides minimum sight distance, has sufficient junction angle and suitable road grade and surface for the expected traffic, and that culverts are installed, as required, to maintain drainage patterns.

1.06 If the Licensee wishes to communicate by means of radio, the Licensee will post the radio frequency at the start of the road, establish kilometre markers, and will ensure that all vehicles working for and on behalf of the Licensee use the posted frequency in an appropriate manner.

## **EXHIBIT “A”**

## **EXHIBIT “B”**