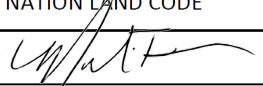




Malahat Nation
110 Thunder Road, Mill Bay, BC, V0R 2P4
Tel: 250.743.3231 Fax: 250.743.3251
info@malahatnation.com www.malahatnation.ca

APPROVED AS TO THE FORM BY THE MALAHAT NATION PURSUANT TO THE MALAHAT NATION LAND CODE
Signature: 
Date: 2025-07-17

SOILS IMPORT PERMIT

SOILS IMPORT PERMIT FOR IR #11	PERMIT # P25004
PERMIT GRANTED TO: Malahat Nation GP Ltd.	
DATE PERMIT BEGINS: 4:00 pm ON July 12 th , 2025 DATE PERMIT EXPIRES: 4:00 pm ON July 12 th , 2026	
PERMITTED DUMPING TIMES: Monday-Friday, between 7AM-7PM	
LAND OWNER: Malahat Nation	
PROPERTY INFORMATION ("THE LANDS") 48,127 m ² or 11.89 acres Malahat Development Site at Malahat First Nation IR #11. Map attached hereto (Appendix A).	

PART 1 TERMS AND CONDITIONS

- 1.1 This Permit is issued in accordance with Malahat Nation Band Council Resolution dated for reference April 27, 2015.
- 1.2 This Permit grants Malahat Nelson GP Ltd. access to Malahat Nation Lands for the purpose of importing soils at the Malahat Development Site, subject to the terms and conditions described herein.
- 1.3 In addition to the requirements described in Parts 2 through 7, the Permittee must:
 - a) Comply with all applicable Federal and Provincial law, regulation, and policy and ensure best practices are adhered to for all activities related to fill site operations on Malahat Nation IR #11;
 - b) Comply with all recommendations and mitigation measures within the report titled *Screening Environmental Assessment Report*, April 2014. These recommendations include, but are not limited to the following management areas: sediment and erosion control, fill placement, geotechnical monitoring, and vehicle operations;
 - c) Ensure that all fill operations on Malahat Nation Lands adhere to the procedures outlined in Malahat Nation's Development Site *Operating Procedures Manual*, May 2015;
 - d) Only deposit on Malahat Nation Lands material for which a specific fee structure has been approved in writing and in advance by Malahat Nation; and
 - e) Post a subset of the info in this Permit in a conspicuous location at the Malahat Development Site.



SOILS IMPORT PERMIT

PART 2

SOIL ACCEPTANCE AND MONITORING

- 2.1 Prior to acceptance at the Development Site, the Permittee must obtain laboratory verification that all soil adheres to the 2018 Malahat Nation Commercial Fill Site Soil Acceptance Criteria (Appendix B);
- 2.2 The Permittee must record the trucking company, truck license and all other pertinent information as agreed to by the MNQM board for every truck that deposits soil on site;
- 2.3 The Permittee must ensure each truck load is visually inspected by qualified personnel;
- 2.4 Unattended soil dumping will not be permitted;
- 2.5 Random inspections and soil testing may be completed by the Malahat Nation to assess soil quality. Unsuitable material will be removed at the cost of Malahat Nelson GP Ltd.

PART 3

UNACCEPTABLE FILLS

- 3.1 The Permittee must not allow unacceptable fill on Malahat Nation Lands, including soil containing any amount of the following:
 - a) Residential or commercial garbage;
 - b) Metal waste;
 - c) Wood – trees, branches, or lumber;
 - d) Asphalt pavement;
 - e) Concrete, or brick;
 - f) Construction debris;
 - g) Industrial waste;
 - h) Liquids (some natural saturation of clean water in soil is acceptable);
 - i) Plastics;
 - j) Soil from industrial sites, unless independent laboratory testing confirms adherence to acceptance criteria;
 - k) Soil that smells or otherwise indicates an elevated risk of containing hydrocarbons or other deleterious chemicals;
 - l) Discoloured soil – black stained, or containing unusual colours such as red or yellow; or
 - m) Road sweepings or ditch cleaning material



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PART 4

MANAGEMENT REPORTS

- 4.1 The Permittee will provide Monthly Management Reports to the Malahat Nation Lands Department on the 15th day of every month;
- 4.2 Monthly Management Reports shall provide records of all soil imports in the preceding month including the volume of fill, source site, copies of laboratory confirmation of adherence to soil acceptance criteria, and days on which the Malahat Development Site was accessed.

PART 5

DEVELOPMENT SITE CLOSURE PLAN

- 5.1 The Permittee agrees to assume proportional financial responsibility for the implementation of the Development Site Closure Plan as described in 5.2 and 5.3 below;
- 5.2 The Permittee's proportional responsibility for implementation of the closure plan shall be determined according to the Permittee's contribution of Development Site fill volume from the date of April 27, 2015 onwards, as per Malahat Nation's records and any other sources of relevant information as determined by Malahat Nation;
- 5.3 The Development Site Closure Plan including a risk assessment, reclamation plan, monitoring plan, and estimated budget will be developed and/or reviewed by an independent, qualified environmental consultant selected by Malahat Nation and at the cost of the Permittee;
- 5.4 The process of selecting an independent qualified environmental consultant as per 5.3 shall be initiated by Malahat Nation within 30 days of this Permit coming into effect;
- 5.5 Upon receipt of the Development Site Closure Plan and associated budget, Malahat Nation shall provide a copy to the Permittee and inform the Permittee of the proportional financial responsibilities to be born for the implementation of the Closure Plan;
- 5.6 Malahat Nation shall notify the Permittee 60 days in advance of any required financial contributions or security deposits pertaining to the implementation of the Site Closure Plan;
- 5.7 Payment pursuant to 5.4 and 5.6 must be made by the Permittee to Malahat Nation within 30 days of invoicing. Interest on overdue payments will be applied at an annual rate of 18%, compounded monthly.



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PART 7

LIABILITY FOR OPERATIONS

- 7.1 As a party to the Malahat Nation/Nelson Environmental Joint Venture, Malahat Nelson GP Ltd. agrees to be jointly and severally liable for adherence to all conditions of this permit as well as all costs, expenses, liabilities, claims, demands, actions, suits and proceedings which Malahat Nation may incur, suffer or be put to arising out of the direct or indirect actions of Malahat Nelson GP Ltd.;
- 7.2 Malahat Nelson GP Ltd. agrees to be held jointly and severally liable for any costs that may arise in the future from material deposited at this site including the removal of fill that does not adhere to the acceptance criteria or otherwise poses an environmental risk to Malahat Nation Lands;
- 7.3 Any and all responsibilities assumed herein survive the termination of this Permit or the dissolution of the Malahat Nation/Nelson Environmental Joint Venture;
- 7.4 In the event of a discrepancy between this permit and the Joint Venture Agreement, dated for reference March 18, 2015 and/or any other agreement, the terms of this Permit will prevail.

PART 8

DISPUTE RESOLUTION

- 8.1 Resolution of a dispute in relation to this Permit shall be in accordance with the procedures set out in Part 8 of the *Malahat Nation Land Code*.

PART 9

SEVERABILITY

- 9.1 The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from this Agreement to the extent of its unenforceability and invalidity. Therefore, this Agreement shall be interpreted and enforced as if it did not contain the said clause to the extent of its unenforceability and invalidity.