



## Land Use Permit

Permit No.
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Name of Applicant, Committee Name or Corporation Name		
Or Trustee for		
Mailing Address of Applicant/Committee/Corporation		
City, Town or Village	Prov.	Postal code

### Location of Land

U.T.M. Grid	Geographic Location	Area in hectares
As per sketch and description which is attached to the original permit for this site forms part of this permit. A copy of this sketch is on file at the Lands and Resources office and available for inspection by the applicant at any time during normal business hours.		
Land Required for the Purpose of:		

### Fee(s) and Period of Use

Current fee due	Annual fee (subject to adjustment)	Permit Effective Date	Permit Termination Date
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Note: Terms and Conditions applicable to all Land Use Permits are on the reverse side of this form.

### Additional Terms and Conditions applicable to this permit

Questions about this information should be directed to the Lands and Resources Department at Mississauga First Nation administration office.

### Applicant's Certification

I certify that the information given herein is true and complete and that I have read, fully understand and agree to comply with all the Terms and Conditions set out in this permit and that I am of the age of majority. I agree that this is the complete agreement between the parties hereto.	
Signature of Applicant/corporation Official	Date Signed

### Corporation/Committee Use Only

I have the authority to bind the herein-named Corporation/Committee		
Initials and Surname of Corporation Official(Please Print)	Signature of Corporation Official	Position

### Mississauga First Nation Approval

Under the authority of the Mississauga First Nation Land Code, this Land Use Permit is hereby issued to the above applicant, subject to the Terms and Conditions contained herein and no other and these shall be the exclusive Terms and Conditions applicable to the use of the land.			
Amount Paid \$	Receipt No.	Authorized Signature	Date Signed

Return all parts of form to the Mississauga First Nation Lands and Resources Department  
**TERMS AND CONDITIONS**

**IT IS AGREED BY THE PARTIES HERETO THAT:**

1. This Land Use Permit gives the Permittee only the right to use the described site for the purpose specified in this permit and does not convey any right, title or interest in the land or in any trees standing, growing or being in the permit area, or in any minerals, sand, gravel or similar materials, in, on or under the land. Use of any such minerals, unless authorized herein, must have separate written approval from the Lands and Resources Department. Without limiting the generality of the foregoing, this agreement is a Land Use Permit and is not a Grant, License of Occupation or Lease of Land.
2. Any building, structure or works, erected or to be erected on the site, or any alteration, renovation, enlargement or reconstruction or improvements, including any land improvements or alterations whatsoever, must be approved in writing by the Lands and Resources Department and any other applicable agencies or authorities. The application to the Lands and Resources Department must contain a written description of the work and the permittee's evaluation of the cost of the work.
3. The permittee will maintain the site in a clean, sanitary and fire-safe condition and dispose of all garbage in an approved waste disposal site.
4. Access to the site and the quality of that access is strictly the responsibility of the permittee. Prior written approval from the Lands and Resources Department must be obtained for any construction of any road or other access facilities. The Band reserves the right to enter and inspect the site and the right of access for Band purposes.
5. If the term of this Land Use Permit is longer than one year, the permittee will pay the prescribed annual fee, which is subject to adjustment, at the beginning of each year of the term. The Lands and Resources Department may terminate this permit if the fee is not paid by the due date.
6. The permittee will pay any addition fees that may be levied against the property, in a manner prescribed by Band authority.
7. The permittee covenants to indemnify and forever save and keep harmless the Band, its officers, servants and agents from and against any and all claims, demands, suits, actions, damages, loss, cost or expenses arising out of any injury to persons, including death or loss or damage to property of others which may be or be alleged to be caused by or suffered as a result of or in any manner associated with the exercise of any right or privilege granted to the permittee by this land Use Permit.
8. This Land Use Permit shall not be assigned or transferred, mortgaged or pledged.
9. This permit will automatically terminate and all rights of the permittee will expire, on the termination date or on the death or bankruptcy of the permittee or on the winding up or dissolution of the permittee's affairs. This condition cannot be waived by the Band and, if further use of the land is desired, an application of a new Land Use Permit must be submitted.
10. The Lands and Resources Department may refuse to issue a new permit or may, upon 6 months written notice, revoke or cancel an existing permit when:
  - I. The permittee has violated any condition or provision of this permit;
  - II. The hereby authorized land use comes into conflict with a new or revised land zoning plan or;
  - III. It is, in the opinion of the Lands and Resources Department or the Band, considered to be in the public interest to do so.
11. Upon expiry, cancellation, revocation or other termination of this Land Use Permit;
  - I. All improvements, property or other assets remaining on the site automatically become the property of the Band and the Band has no obligation whatsoever to pay compensation therefore;
  - II. The permittee may, with the approval of the Lands and Resources Department, or will, at the Lands and Resources Department's request, remove the improvements, property or other assets from the site and leave the site in a clean and safe condition, restored as much as possible to its original state except where the requirement to restore is waived in writing by the Lands and Resources Department;
  - III. Where the permittee fails to remove the improvements, property or other assets from the site and/or fails to restore the site to a clean and safe condition, within a reasonable time, the permittee will pay to the Band any costs incurred in selling, disposing of or destroying the said improvements, property or other assets and/or in restoring the site to a clean and safe condition.
12. The permittee acknowledges and confirms that:
  - I. Upon termination of this permit, the decision to issue a new permit is at the sole discretion of the Lands and Resources Department and the permittee has no right to, nor reasonable expectation, for the issuance of a new permit based on prior use of the land;
  - II. The successive issuance of any permit or permits for the use of the land described herein will not create any future rights or interests whatsoever in the land;
  - III. Should any improvements whatsoever be made to or on the land, this will not confer upon the permittee any right to use the land other than within the terms of this permit, nor will it give the permittee any right to an expectation of future permits;
  - IV. No additional Terms and Conditions to this permit, if inserted on the face thereof, shall alter, vary, qualify or diminish the Terms and Conditions set out on this page;
  - V. There are no other representations, warranties or conditions between the Band and the permittee for the use of this land.
  - VI. The permittee will allow road access to the public should the property line overlaps the line.
  - VII. The permittee will allow boat launching access should the property line runs through it.