Appendices
Tsawwassen First Nation
Final Agreement
Final Agreement French Map Disclaimer

English
The legal survey instructions shown on the maps in this agreement are specific instructions from the Government of British Columbia (BC) to BC land surveyors and therefore are not subject to the Official Languages Act. French translation of the legal survey instructions are available upon request.
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INTRODUCTION

These appendices form part of the Tsawwassen First Nation Final Agreement entered into between:

Tsawwassen First Nation;

Her Majesty the Queen in Right of Canada;

and

Her Majesty the Queen in Right of British Columbia
Appendix A: Tsawwassen Territory

Legend
- Tsawwassen Territory
- Provincial Parks and Provincial Protected Areas
- National Parks
- Water Body
- Watercourse

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE TSAWWASSEN GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA. THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY.
Appendix B: Tsawwassen Lands, Other Tsawwassen Lands, and Rights of Refusal Lands

Legend
- Tsawwassen Lands
- Other Tsawwassen Lands
- Rights of Refusal Lands
- Tsawwassen Water Lots
- Beach Grove Parcels

Transportation
- Road (Paved)
- Road (Gravel)
- Railway
- Water Body
- Watercourse
- Dike

Produced November 30, 2006
Base map derived from 1:20,000 TRIM data
Cadastral derived from Delta Local Government Data (May 2006)
Land District: New Westminster
BCGS Mapsheet No.: 092G.005

Tsawwassen First Nation
APPENDICES TSAWWASSEN FIRST NATION FINAL AGREEMENT

APPENDIX C

TSAWWASSEN LANDS

APPENDIX C–1 Map of Tsawwassen Lands
APPENDIX C–1–1 Map of Detail of Former Provincial Crown Lands – Parcels 1, 2, 10, 11, 12 and 13
APPENDIX C–1–2 Map of Detail of Former Provincial Crown Lands – Parcels 3 and 4
APPENDIX C–1–3 Map of Detail of Former Provincial Crown Lands – Parcels 5, 6, 7, 8 and 9
APPENDIX C–2 Map of Detail of Tsawwassen Lands – Eagle Way and Lot 34
APPENDIX C–3 Map of Detail of Tsawwassen Lands – Former Tsawwassen Reserve
APPENDIX C–4 Parcel Description of Tsawwassen Lands
APPENDIX C–5 Mines and Minerals Under English Bluff
Appendix C-1-1: Detail of Former Provincial Crown Lands - Parcels 1, 2, 10, 11, 12, and 13

**Legal Description**

See Appendix C-4

**Legend**

- Tsawwassen Lands
- Primary Survey Parcel
- Subdivision Parcel
- Rights of Way
- Water Body
- Watercourse
- Dike
- Railway

**Notes**

- The Official Version of this map is held on deposit with the Tsawwassen Government, the Government of Canada, and the Government of the Province of British Columbia. This map is for illustrative purposes only.

**Produced March 26, 2009**

Base map derived from 1:20,000 TRIM data

Cadastral derived from Delta Local Government Data (May 2006)

Land District: New Westminster

BCGS Mapsheet No.: 092G.005

Tsawwassen First Nation
Appendix C-1-2: Detail of Former Provincial Crown Lands - Parcels 3 and 4

Legend
- Tsawwassen Lands
- Primary Survey Parcel
- Subdivision Parcel
- Rights of Way
- Water Body
- Watercourse
- Dike
- Railway

The official version of this map is held on deposit with the Tsawwassen Government, the Government of Canada, and the Government of the Province of British Columbia. This map is for illustrative purposes only.

See Appendix C-4

Produced March 26, 2009
Base map derived from 1:20,000 TRIM data
Cadastral derived from Delta Local Government Data (May 2006)
Land District: New Westminster
BCGS Mapsheet No.: 092G.005

Tsawwassen First Nation
Appendix C-1-3: Detail of Former Provincial Crown Lands - Parcels 5, 6, 7, 8, and 9

Key Map

Legend
- Tsawwassen Lands
- Primary Survey Parcel
- Subdivision Parcel
- Rights of Way
- Water Body
- Watercourse
- Dike
- Railway

The official version of this map is held on deposit with the Tsawwassen Government, the Government of Canada and the Government of the Province of British Columbia. This map is for illustrative purposes only.

Information will be updated before Effective Date. Some or all of the parcels may be resurveyed.

Produced November 30, 2006
Base map derived from 1:20,000 TRIM data
Cadastre derived from Delta Local Government Data (May 2006)
Land District: New Westminster
BCGS Mapsheet No.: 092G.005

Tsawwassen First Nation
Appendix C-2: Detail of Tsawwassen Lands - Eagle Way and Lot 34

Legend

Tsawwassen Lands - Eagle Way and Lot 34
Primary Survey Parcel
Subdivision Parcel
Rights of Way
Water Body
Watercourse
Dike
Railway

The official version of this map is held on deposit with the Tsawwassen Government, the Government of Canada and the Government of the Province of British Columbia. This map is for illustrative purposes only.

Tsawwassen Drive North
SEC 10
Former Tsawwassen Reserve
SEC 15
DL 833
DL 920
Former Tsawwassen Reserve
Lot 34

Tsawwassen First Nation

Produced November 30, 2006
Base map derived from 1:20,000 TRIM data
Cadastre derived from Delta Local Government
Data (May 2006)
Land District: New Westminster
BCGS Mapsheet No.: 092G.005

St. George Strait

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE TSAWWASSEN GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.
THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY.
## APPENDIX C–4

Parcel Description of Tsawwassen Lands

<table>
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<th>Parcel Description</th>
<th>Land Title Office Parcel Identifier</th>
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<tr>
<td>Parcel &quot;3&quot; (Reference Plan 9694), District Lot 183, Group 2, New Westminster District</td>
<td>009-187-634</td>
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<td>Lot 1, District Lot 183, Group 2, New Westminster District, Plan 19032</td>
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<td>Lot 5, District Lot 183, Group 2, New Westminster District, Plan 31806, Except: Parcel A, Statutory Right of Way Plan 42153, and Plans 38797, LMP40488 and BCP38778</td>
<td>006-677-711</td>
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<td>Parcel &quot;2&quot; (Reference Plan 7637), District Lot 183, Group 2, New Westminster District, Except: Firstly: part subdivided by Plan 19032, Secondly: Parcel &quot;C&quot; (Plan 38001) New Westminster District, Thirdly: Plan BCP38779</td>
<td>009-188-126</td>
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<td>Parcel &quot;C&quot; (Reference Plan 6995) District Lot 183, Group 2, Except: Firstly: Parcel &quot;2&quot; (Reference Plan 7637), Secondly: Parcel &quot;3&quot; (Reference Plan 9694), Thirdly: Part on SRW Plan 38797, New Westminster District</td>
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<td>Block C of District Lots 797 and 920, Group 2, New Westminster District, Plan 75983 CLSR, save and except that part covered by water and shown in bold outline on the plan prepared by Warren E. Bernard B.C.L.S. and dated January 19, 2009</td>
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<td>NOTE: For greater certainty, the legal descriptions of parts of Local Boundary Roads to the centre line, Tsawwassen Roads and Local Roads (all of which under the Access chapter are part of Tsawwassen Lands) which legal descriptions are not already included in those above are as set out below. These legal descriptions were ascertainable before Effective Date as plan numbers were already assigned.</td>
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<td>Parcel “S”, Section 22, Township 5 and District Lot 172, Group 2, New Westminster District, Plan BCP38065</td>
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<td>Parcel “R”, Section 15, Township 5, New Westminster District, Plan BCP38063</td>
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<td>Parcel “Q”, District Lot 169, Group 2, New Westminster District, Plan BCP38067</td>
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<td>Parcel “P”, District Lot 107, Group 2, New Westminster District, Plan BCP38066</td>
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<td>Lot A, District Lots 107 and 183, Group 2, New Westminster District, Plan BCP38053</td>
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APPENDIX C–5

Mines and Minerals Under English Bluff

All mines and minerals, whether precious or base, and whether solid, liquid or gaseous, including any coal, petroleum, and any gas or gases, that may be found in, under or upon those parcels of land the surface interests for which were surrendered for sale under Order-in-Council P.C. 1957-499 dated April 11, 1957, and under Order-in-Council P.C. 1957-1576 dated November 28, 1957, and that are legally described as:

Parcel 1, Plan 4444 CLSR, DL 169, Group 2, New Westminster District (87.9 acres); and

Parcel A, Plan 4751 CLSR, DL 169, Group 2, New Westminster District (5.31 acres).
<table>
<thead>
<tr>
<th>APPENDIX D</th>
<th>INTERESTS ON TSAWWASSEN LANDS</th>
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<tbody>
<tr>
<td>APPENDIX D–1</td>
<td>List of Locatee Interests on the Former Tsawwassen Reserve</td>
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<tr>
<td>APPENDIX D–2</td>
<td>List of Leases on Locatee Interests on the Former Tsawwassen Reserve</td>
</tr>
<tr>
<td>APPENDIX D–3</td>
<td>List of Public Utility Transmission and Distribution Works Rights of Way and Other Interests</td>
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<td>Part 1</td>
<td>Former Provincial Crown Lands</td>
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<td>Part 2</td>
<td>Former Tsawwassen Reserve</td>
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<td>APPENDIX D–4</td>
<td>List of Beach Lot Interests</td>
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<td>APPENDIX D–5</td>
<td>List of Stahaken Interests</td>
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<td>List of Tsatsu Shores Interests</td>
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<td>List of Leases on Former Provincial Crown Lands</td>
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<td>Applicable Form of Document Evidencing Interests in Appendix D-1</td>
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<td>APPENDIX D–9</td>
<td>Applicable Forms of Document for Interests on Tsawwassen Lands</td>
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<tr>
<td>Document 1</td>
<td>Anode Bed Right of Way Agreement (Corporation of Delta)</td>
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<tr>
<td>Document 2</td>
<td>Public Access Right of Way Agreement (British Columbia)</td>
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<tr>
<td>Document 3</td>
<td>Transmission Right of Way Agreement (British Columbia Hydro and Power Authority)</td>
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<tr>
<td>Document 4</td>
<td>Distribution Right of Way Agreement (British Columbia Hydro and Power Authority and Telus Communications Inc.)</td>
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<td>Document 5</td>
<td>Natural Gas Distribution Works Right of Way Agreement (Terasen Gas Inc.)</td>
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<td>Document 6</td>
<td>Broadband Communications Distribution Works Right of Way Agreement (Delta Cable Communications Ltd.)</td>
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Document 7  Cable Landing Site Lease (British Columbia Hydro and Power Authority)

Document 8  Drainage Ditch Right of Way Agreement (Corporation of Delta)
### APPENDIX D–1

List of Locatee Interests on the Former Tsawwassen Reserve

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<th>Parcel Description and First Nation Land Register System Parcel Identification (PIN) Number</th>
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<td>Lot 7-7 CLSR 76369 PIN 902004680</td>
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<td>Lot 7-8-1 RSBC 3271R PIN 902501412</td>
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¹ NETI - No Evidence of Title Issued  
² CP - Certificate of Possession
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<td>Lot 10-10-2 CLSR 95073 PIN 902524320</td>
<td>Williams, Gordon George &amp; Williams, Marvin Wray (undivided ½ each)</td>
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<tr>
<td>Lot 10-11 CLSR 92337 PIN 902524329</td>
<td>Williams, Gordon George &amp; Williams, Marvin Wray (undivided ½ each)</td>
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<td>Lot 10-12 (Road) CLSR 92337 PIN 902524330</td>
<td>Williams, Gordon George &amp; Williams, Marvin Wray (undivided ½ each)</td>
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<tr>
<td>Lot 12-1 CLSR 94339 PIN 902524338</td>
<td>Williams, Bradley Clay (CP 110508-1)</td>
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<tr>
<td>Lot 13-2-1 CLSR 74578 PIN 902002105</td>
<td>Williams, Tammy Faye (CP 47728)</td>
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<tr>
<td>Lot 13-3 CLSR 63244 PIN 902002101</td>
<td>Williams, Isaac Russell (CP033008-1)</td>
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<tr>
<td>Lot 13-4-1 RSBC 2576R PIN 902006922</td>
<td>Williams, Cory Russell (CP 033008-2) (undivided 45/100) &amp; Williams, Darren Benedict (CP 033008-5) (undivided 45/100) &amp; Williams, Tammy Faye (CP 033800-3) (undivided 10/100)</td>
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<td>Lot 13-4-2 RSBC 2576R PIN 902006921</td>
<td>Williams, Merle Emily (CP 112652)</td>
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<td>Lot 14 CLSR 50147 PIN 902002076</td>
<td>Jacobs, John William &amp; Jacobs, Margaret Alice &amp; Jacobs, Alberta Ann &amp; Jacobs, Janice Marie (CP 020209-2) (undivided ¼ each)</td>
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<td>Lot 15-1-1 CLSR 93857 PIN 902522242</td>
<td>Williams, Bradley Clay (CP 031808-2)</td>
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<td>Lot 15-1-3 CLSR 93857 PIN 9025222246</td>
<td>Williams, Bertha Marie (CP 112708-1)</td>
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<tr>
<td>Lot 15-2-1 CLSR 93857 PIN 9025222247</td>
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<td>Lot 16-1-2 CLSR 74579 PIN 902002081</td>
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<td>Lot 16-1-4 RSBC 2965R PIN 902016082</td>
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<td>Lot 16-1-5 RSBC 2965R PIN 902014823</td>
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<td>Lot 16-1-6 RSBC 2965R PIN 902014815</td>
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<td>Lot 16-1-8 RSBC 2965R PIN 902014821</td>
<td>Williams, Bertha Marie (CP 129925)</td>
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<td>Lot 16-2 RSBC 520 PIN 902002080</td>
<td>Williams, Dawn Anita</td>
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<td>Lot 17-2 RSBC 4902R PIN 902519615</td>
<td>Jacobs, Margaret Alice</td>
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<td>Lot 18 CLSR 50147 PIN 902002087</td>
<td>Splockton, Terry Dennis &amp; Splockton, Diane Elizabeth &amp; Splockton, Darryl Henry (undivided ⅓ each)</td>
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<td>Lot 19-1-1 RSBC 4092R PIN 902518756</td>
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<td>Lot 19-2-1 RSBC 4092R PIN 902518759</td>
<td>Jacobs, Margaret Alice</td>
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<td>Lot 20-3 CLSR 70940 PIN 902524335</td>
<td>Jacobs, Janice Marie (CP 110508-1)</td>
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<td>Lot 20-5-2 RSBC 3116R PIN 902016700</td>
<td>Gurniak, Clint Allan (CP 133582)</td>
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<tr>
<td>Lot 20-6 CLSR 70940 PIN 902015229</td>
<td>Gurniak, Clint Allan (CP 128925)</td>
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<td>Lot 20-15 CLSR 74339 PIN 902517994</td>
<td>Hearl, Doreen Ann &amp; Hart, Arlene Shelley (joint tenants)</td>
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<td>Parcel Description and First Nation Land Register System Parcel Identification (PIN) Number</td>
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<td>Lot 21-2 CLSR 73686 PIN 902005687</td>
<td>Eely (née Cardinal), Gina Fern (CP 108224) &amp; Cardinal, James Brian (CP 108226) &amp; McKee (née Cardinal), Renee Rosanne (CP 108242) (undivided ½ each)</td>
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<td>Lot 21-3 CLSR 73686 PIN 902005688</td>
<td>Watson, Cynthia Ann (CP 108227)</td>
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<tr>
<td>Lot 21-4 CLSR 73686 PIN 902005689</td>
<td>Wilson, Chrystalynn and Wilson, Nathan Michael (CP 091008-1) (joint tenants)</td>
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<tr>
<td>Lot 21-5 CLSR 73686 PIN 902005693</td>
<td>Williams, Tammy Faye (CP 108239) &amp; Koller, Leileani Tina (CP 108240) (undivided ½ each)</td>
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<td>Lot 21-6-2 RSBC 3413R PIN 902508049</td>
<td>Joe, David James (CP 141951) &amp; Joe, Marvin Andrew (CP 141950) (undivided ½ each)</td>
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<td>Lot 21-7 CLSR 73686 PIN 902005691</td>
<td>Joe, David James (CP 108232) &amp; Joe, Marvin Andrew (CP 108234) (undivided ½ each)</td>
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<td>Lot 22 CLSR 50147 PIN 902002093</td>
<td>Jacobs, Frederick Lewis (CP 6467)</td>
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<td>Lot 23-1 CLSR 74105 PIN 902001992</td>
<td>Williams, Cory Russell (CP 119886) &amp; Williams, Darren Benedict (CP 119885) (undivided ½ each)</td>
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<td>Lot 46-1-1 RSBC 2710R PIN 902007819</td>
<td>Bak, Jason Daniel (CP 133461)</td>
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<tr>
<td>Lot 46-1-2 RSBC 2710R PIN 902007818</td>
<td>Bak, Jason Daniel (CP 121108-2)</td>
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<td>Lot 46-1-3 RSBC 2710R PIN 902007820</td>
<td>Bak, Andrew Simon (CP 133462)</td>
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<td>Lot 46-2-2 RSBC 3012R PIN 902511067</td>
<td>Bak, Andrew Simon (CP 145881)</td>
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<tr>
<td>Lot 46-2-3 RSBC 3012R PIN 902511068</td>
<td>Bak, Fraeser Steven (CP 145882)</td>
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<tr>
<td>Lot 46-3 RSBC 3143R PIN 902511066</td>
<td>Bak, Andrew Simon (CP 145878) &amp; Bak, Fraeser Steven (CP 145876) &amp; Bak, Jason Daniel (CP 145877) (undivided ½ each)</td>
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<td>Lot 46-4 RSBC 3143R PIN 902511069</td>
<td>Larden, Phyllis Shirley (CP 145883)</td>
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<td>Lot 155 CLSR 74027 PIN 902009244</td>
<td>Grann, Peter Clay</td>
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<td>Lot 166-1 CLSR 91879 PIN 902519616</td>
<td>Baker (née Williams), Michelle Leah</td>
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<td>Lot 166-2-1 CLSR 92517 PIN 902522250</td>
<td>Wilkins, Angela Rose (CP 031808-10)</td>
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<td>Lot 166-4 CLSR 93857 PIN 902522259</td>
<td>Williams, Kyle Walter (CP 070708-1)</td>
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<td>Lot 166-5 CLSR 93857 PIN 902522257</td>
<td>Williams, Loretta Anne (CP 031808-8)</td>
</tr>
<tr>
<td>Lot 167 CLSR 93857 PIN 902522249</td>
<td>Williams, Mabel Charleen (CP 031808-7)</td>
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<tr>
<td>Lot 167 CLSR 94339 PIN 902524339</td>
<td>Williams, Joanne Lynn &amp; Corbet, Tanya Marie (joint tenants)</td>
</tr>
<tr>
<td>Lot 168 CLSR 93857 PIN 902522248</td>
<td>O’Rourke, Bruce Glen (CP 031808-5)</td>
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<tr>
<td>Lot 169 CLSR 93857 PIN 902522256</td>
<td>Williams, Bertha Marie (CP 031808-06)</td>
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<tr>
<td>PCL U CLSR 65242 PIN 902002120</td>
<td>Joe, David James (CP 38766)</td>
</tr>
<tr>
<td>PCL V CLSR 65242 PIN 902002121</td>
<td>Joe, David James &amp; Joe, Marvin Andrew (undivided ½ each)</td>
</tr>
<tr>
<td>PCL W CLSR 65242 PIN 902002126</td>
<td>Joe, David James &amp; Joe, Marvin Andrew (CP 30703) (undivided ½ each)</td>
</tr>
<tr>
<td>Private Road CLSR 57946 PIN 902002855</td>
<td>Joe, David James (CP 101638) &amp; Joe, Marvin Andrew (CP 101637) (undivided ½ each)</td>
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## APPENDIX D–2

List of Leases on Locatee Interests on the Former Tsawwassen Reserve

<table>
<thead>
<tr>
<th>Parcel Description and FNLRS(^3) Parcel Identification Number (PIN)</th>
<th>Lessee(s)</th>
<th>FNLRS Lease Number</th>
<th>Term</th>
<th>FNLRS Mortgage(s) Number</th>
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</thead>
</table>
| Lot 9-12-2  
CLSR 76069  
PIN 902005878 | F440 Racing Challenge Ltd. | 223073  
247436  
LMA05776 | April 1, 1994 to March 31, 2019 |  |
| Lot 153  
CLSR 69264  
PIN 902002129;  
Lot 9-12-1  
CLSR 75049  
PIN 902004859;  
and R/W shown on CLSR 75049 | Splashdown Waterparks Inc. | 98930  
90515  
98931  
215938 | October 1, 2001 to September 30, 2016 | LMA03828  
102167 |
| Lot 46-3-1  
RSBC 3857R  
PIN 902514466 | 600911 BC Ltd.  
(Tsatsu Gas) | LMA02351 | July 1, 2004 to June 30, 2053 |  |

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\(^3\) FNLRS – First Nation Land Register System
### PART 1 OF APPENDIX D–3

**List of Public Utility Transmission and Distribution Works Rights of Way and Other Interests on Former Provincial Crown Lands**

<table>
<thead>
<tr>
<th>Interest Holder</th>
<th>Interest</th>
<th>Location (Land Title Office Parcel Identifier)</th>
<th>Land Title Office Document Reference Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>British Columbia Hydro and Power Authority</td>
<td>Transmission Line Statutory Right of Way</td>
<td>009-187-715</td>
<td>C69487 Plan 31978</td>
</tr>
<tr>
<td>British Columbia Hydro and Power Authority</td>
<td>Cable Landing Site Easement</td>
<td>006-677-711 009-188-011</td>
<td>C69484 Plan 30857</td>
</tr>
<tr>
<td>Corporation of Delta</td>
<td>Drainage Ditch Statutory Right of Way (Expiry Date: August 21, 2009)</td>
<td>009-189-386 009-189-459</td>
<td>BB122536 Plan LMP44766</td>
</tr>
<tr>
<td>Corporation of Delta</td>
<td>Dyke and Drainage Ditch Statutory Right of Way (Expiry Date: August 21, 2009)</td>
<td>009-188-266</td>
<td>BB122533 Plan LMP49838</td>
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<tr>
<td>Interest Holder</td>
<td>Interest</td>
<td>Location (Land Title Office Parcel Identifier)</td>
<td>Land Title Office Document Reference Number</td>
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<tr>
<td></td>
<td>(Expiry Date: August 21, 2009)</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>(Expiry Date: March 22, 2053)</td>
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<tr>
<td>Frank Vincent Guichon</td>
<td>Easement</td>
<td>008-640-602, 008-640-611, 008-640-629, 009-182-322</td>
<td>74817C</td>
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</table>
### List of Public Utility Transmission and Distribution Works Rights of Way and Other Interests on Former Tsawwassen Reserve

<table>
<thead>
<tr>
<th>Interest Holder</th>
<th>Interest</th>
<th>Location</th>
<th>Document Reference Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>British Columbia Hydro and Power Authority</td>
<td>Transmission Line Right of Way DC1 and Cable Landing Site Lease (Expiry Date of Lease: 999 years from June 1, 1969)</td>
<td>As per Plan CLSR 56017 as amended by Plan CLSR 73245</td>
<td>FNLRS4 1833-32 and 57562</td>
</tr>
<tr>
<td>British Columbia Hydro and Power Authority</td>
<td>Distribution Line Permit</td>
<td>As per Plan CLSR M3683 and RSBC 2281</td>
<td>FNLRS 7572-248, 271724, 207238 and BCR5 007-99/00</td>
</tr>
<tr>
<td>British Columbia Hydro and Power Authority</td>
<td>Distribution Line Permit</td>
<td>Extension of CLSR M3683 through Beach Lot 44 Plan CLSR 50443</td>
<td>FNLRS 7574-248</td>
</tr>
<tr>
<td>British Columbia Hydro and Power Authority</td>
<td>Distribution Line Permit</td>
<td>Along Tsawwassen Drive South</td>
<td>BCR 0058-97/98</td>
</tr>
<tr>
<td>British Columbia Hydro and Power Authority</td>
<td>Distribution Line Permit</td>
<td>Along Falcon Way, Raven Lane and Eagle Lane as per Drawing D412-D08-D284</td>
<td>BCR (20/Jan/89)</td>
</tr>
<tr>
<td>British Columbia Hydro and Power Authority</td>
<td>Distribution Line Permit</td>
<td>Pacific Drive (Stahaken)</td>
<td>Stahaken Developments Ltd. Lease</td>
</tr>
<tr>
<td>British Columbia Hydro and Power Authority</td>
<td>Distribution Right of Way</td>
<td>Tsawwassen Reserve as per Drawing 2007/FNLMA/TSA W/MAP01 to 06</td>
<td>LMA04343</td>
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<tr>
<td>Terasen Gas Inc.</td>
<td>Distribution Line Permit IR -016 (1994)</td>
<td>Lots 9-12, 9-12-2, 9-12-3 CLSR 73672 as per Drawing A1-3384</td>
<td>BCR 0001-94/95</td>
</tr>
<tr>
<td>Terasen Gas Inc.</td>
<td>Distribution Line Permit IR-026 &amp; IR-037 (1982)</td>
<td>Pacific Drive (Stahaken)</td>
<td>Stahaken Developments Ltd. Lease</td>
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4 FNLRS - First Nation Land Register System  
5 BCR – Band Council Resolution
<table>
<thead>
<tr>
<th>Interest Holder</th>
<th>Interest</th>
<th>Location</th>
<th>Document Reference Number</th>
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<tbody>
<tr>
<td>Terasen Gas Inc.</td>
<td>Distribution Line Permit</td>
<td>Beach Lots 27 &amp; 28 CLSR 50443 as per Drawing CG0-2923-C</td>
<td>FNLRS X10012</td>
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<td>IR -032 (1972)</td>
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<tr>
<td>Terasen Gas Inc.</td>
<td>Distribution Line Right of Way</td>
<td>Beach Lot 44 &amp; Lot 46 CLSR 50443, as per Drawing GCO-821-C</td>
<td>FNLRS 1363 BCR (17/Oct/67)</td>
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<td>IR-033 (1968)</td>
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<td>Terasen Gas Inc.</td>
<td>Distribution Line Lease</td>
<td>Tsatsu Shores as per SHO Drawing 13439</td>
<td>BCR 0004-96/97</td>
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<td>IR -050 (1996)</td>
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<td>Terasen Gas Inc.</td>
<td>Distribution Line Permit</td>
<td>Lot 20 CLSR 50147, as per Drawing MCO-280166</td>
<td>BCR 0086-96/97</td>
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<td>IR-065 (1998)</td>
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<td>Terasen Gas Inc.</td>
<td>Distribution Line Permit</td>
<td>Along Tsawwassen Drive, as per Drawing MCO-305532</td>
<td>BCR 0095-00/01</td>
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<td>Along Pheasant Lane as per Drawing MCO-5550000445</td>
<td>BCR-0388-2007 (11/Jul/07)</td>
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<td>Terasen Gas Inc.</td>
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<td>Along Raven Lane as per Drawing MCO-5550002753</td>
<td>BCR-0456-2009 (11/Feb/09)</td>
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<td>FNLRS 7572-248</td>
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<td>Telus Communications Inc.</td>
<td>Distribution Line Permit</td>
<td>As per BC Tel Drawing CX-0-1150 (Stahaken)</td>
<td>FNLRS 103640 BCR (22/May/85)</td>
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<td>As per Drawing CP-1-22075</td>
<td>BCR 15-96/97 (21/May/96)</td>
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<td>Telus Communications Inc.</td>
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<td>As per BC Tel Drawing CP-1-21896M</td>
<td>BCR 34-96/97 (23/Jul/96)</td>
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<td>Telus Communications Inc.</td>
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<td>As per BC Tel Drawing CP-1-22212</td>
<td>BCR 39-96/97 (8/Aug/96)</td>
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<td>BCR 0052-97/98 (2/Dec/98)</td>
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<td>BCR 0011-99/2000 (9/Feb/99)</td>
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<td>Telus Communications Inc.</td>
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<td>As per BC Tel Drawing CP-3-22466</td>
<td>BCR 0024-97/98 (8/Jul/97)</td>
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<td>Telus Communications Inc.</td>
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<td>As per BC Tel Drawing CP-1-21917</td>
<td>Letter (22/Feb/96)</td>
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<td>As per BC Tel Drawing CP-2-40094A</td>
<td>BCR (9/Feb/99)</td>
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<td>Tsawwassen Reserve as per Drawing 2007/FNLMA/TSA W/MAP01 to 06</td>
<td>LMA04343</td>
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<tr>
<td>Delta Cable Communications Ltd.</td>
<td>Distribution Line Permit</td>
<td>Along aerial and underground works owned by Telus, as per Delta Cable Drawing</td>
<td>Support Structure Agreement with Telus</td>
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<tr>
<td>Corporation of Delta</td>
<td>Ditch, Pump Station and Licensed Radio Equipment Right of Way</td>
<td>Intersection of Eagle Way and Tsawwassen Drive</td>
<td>FNLRS 7560-247 Radio Licence #3043040 XLP 310 (Registered with Industry Canada)</td>
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<td>Corporation of Delta</td>
<td>Storm Pipe Permit</td>
<td>As per Plan CLSR 53298</td>
<td>FNLRS 8037</td>
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<tr>
<td>Corporation of Delta</td>
<td>Water Line Permit</td>
<td>As per Plan CLSR 52164 LTO 27682 (Stahaken)</td>
<td>FNLRS 7573-248 and 72365</td>
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<td>Corporation of Delta</td>
<td>Drainage Easement</td>
<td>As per Plan CLSR 72211 LTO 75032 (Stahaken)</td>
<td>LTO AB43387</td>
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<td>Corporation of Delta</td>
<td>Water, Sanitary Sewer and Drainage Statutory Right of Way</td>
<td>As per Plan LTO 79357 (Stahaken)</td>
<td>LTO AB206884</td>
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<tr>
<td>Corporation of Delta</td>
<td>Storm Pipe Easement</td>
<td>Beach Lots 39 and 40 and Lots 45 and 46 CLSR 50443 (Beach Lots)</td>
<td>Plan CLSR 51044</td>
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## APPENDIX D-4

### List of Beach Lot Interests

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### List of Stahaken Interests - Phase I

#### PHASE I - CLSR 68397 - LTO PLAN 65431

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### List of Stahaken Interests - Phase II

#### PHASE II - CLSR 71091 - LTO PLAN 74746

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### PHASE III - CLSR 71545 - LTO PLAN 77165

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APPENDICES TSAWWASSEN FIRST NATION FINAL AGREEMENT

APPENDIX D–6

List of Tsatsu Shores Interests

The legal structure for each lot is as follows:

1. Head Lease (dated November 1, 1994) between Canada and Tsatsu Development Corporation was registered under FNLRS\(^6\) 230863 for Lot 161-1 CLSR 76530.

2. An Assignment of Head Lease (dated January 25, 1995) was issued by Tsatsu Development Corporation to Tsatsu Shores Development Ltd. and registered under FNLRS 233969 for Lot 161-1 CLSR 76530.

3. On July 19, 1996, Lot 161-1 was resurveyed into Lot 161-1-1 and Lot 161-1-2 CLSR 78840.

4. On July 24, 1996, Lot 161-1-1 was divided into 86 individual units by CLSR 78854. The parcel description of each unit is “Unit [number] within Lot 161-1-1 CLSR 78854”.

5. Subleases (dated July 30, 1996) for the 86 units were issued by Tsatsu Shores Development Ltd to 483071 BC Ltd.

6. Assignments of the Subleases were issued by 483071 BC Ltd. to the first or current owner of the units.

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<td>286052</td>
<td>LMA04702</td>
</tr>
<tr>
<td>85</td>
<td>902008533</td>
<td>245232, 292725</td>
<td></td>
<td>293040</td>
</tr>
<tr>
<td>86</td>
<td>902008534</td>
<td>245233, LMA04043</td>
<td></td>
<td>LMA04044</td>
</tr>
</tbody>
</table>
**APPENDIX D–7**

List of Leases on Former Provincial Crown Lands

<table>
<thead>
<tr>
<th>Lease No.</th>
<th>Parcel Description (Lease)</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1018</td>
<td>That portion of the SW ¼ of Sec 22, TWP 5, having frontage of 40 chains on the North Boundary and 28.5 chains on the East Boundary of the said Quarter, NWD</td>
<td>August 31, 2009</td>
</tr>
<tr>
<td>1019</td>
<td>Part of the SW ¼ of Section 22 Township 5</td>
<td>July 31, 2009</td>
</tr>
<tr>
<td>1020</td>
<td>Lot “D”, SW 3 Section 22 Township 5, NWD Plan 23543</td>
<td>August 31, 2009</td>
</tr>
<tr>
<td>1030</td>
<td>Parcel “C” (Ref Plan 6995) Except Firstly: Parcel 2 (Ref Plan 7634) and Secondly: Parcel 3 (Ref Plan 9694) DL 183, Group 2, NWD</td>
<td>August 31, 2009</td>
</tr>
<tr>
<td>1103</td>
<td>Lot 3 Parcel 2 DL 183 Group 2, Plan 19032, NWD</td>
<td>August 31, 2009</td>
</tr>
</tbody>
</table>
APPENDIX D–8

Applicable Form of Document Evidencing Interests in Appendix D-1

DRAFT

NEW WESTMINSTER LAND TITLE OFFICE TITLE NO.: BN1234A

APPLICATION FOR REGISTRATION RECEIVED ON: 22 JUNE, 2006
ENTERED ON: 22 JUNE, 2006

REGISTERED OWNER IN FEE SIMPLE:
JOHN DOE, MEMBER OF TSAWWASSEN FIRST NATION
(address)

TAXATION AUTHORITY:
TSAWASSEN FIRST NATION

DESCRIPTION OF LAND:
PARCEL IDENTIFIER: 123-123-123
LOT 5 DISTRICT LOT 183 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 42391

LEGAL NOTATIONS:
TRANSFER OF THIS FEE SIMPLE MAY BE RESTRICTED IN ACCORDANCE WITH SECTION X OF THE LAND TITLE ACT AND TSAWWASSEN FIRST NATION LAW

CHARGES, LIENS AND INTERESTS:

<table>
<thead>
<tr>
<th>NATURE OF CHARGE</th>
<th>CHARGE NUMBER</th>
<th>DATE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>STATUOARY RIGHT OF WAY</td>
<td>AB123456</td>
<td>2002-04-25</td>
<td>14:38</td>
</tr>
<tr>
<td>REGISTERED OWNER OF CHARGE:</td>
<td>TERASEN GAS LTD.</td>
<td>AB12345</td>
<td></td>
</tr>
<tr>
<td>REMARKS:</td>
<td>INTER ALIA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

“CAUTION – CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY, SEE SECTION 28, L.T.A.”

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

CORRECTIONS: NONE
APPENDIX D–9

Applicable Forms of Document for Interests on Tsawwassen Lands

Document 1 - Anode Bed Right of Way Agreement

(Corporation of Delta)
**LAND TITLE ACT**  
**FORM C**  
(Section 233)  
Province of  
British Columbia  

**GENERAL INSTRUMENT – PART 1**  
(This area for Land Title Office use)  

<table>
<thead>
<tr>
<th>1. APPLICATION:</th>
<th>(Name, address, phone number and signature of applicant, applicant’s solicitor or agent)</th>
</tr>
</thead>
</table>

| 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*  
(PID)  
(LEGAL DESCRIPTION) | SEE SCHEDULE |
|-------------------|-------------|

| 3. NATURE OF INTEREST: *  
DESCRIPTION | DOCUMENT REFERENCE | PERSON  
(Page and paragraph) | ENTITLED TO  
INTEREST  
TRANSFEREE |
|-----------------|-----------------|-----------------|-----------------|

**RIGHT OF WAY**  

| 4. TERMS: Part 2 of this instrument consists of (select one only)  
(a) Filed Standard Charge Terms | D.F. No. |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) Express Charge Terms</td>
<td>Annexed as Part 2</td>
</tr>
<tr>
<td>(c) Release</td>
<td>There is no Part 2 of this instrument</td>
</tr>
</tbody>
</table>

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.  

| 5. TRANSFEROR(S): *  
TSAWWASSEN FIRST NATION |
|------------------------|

| 6. TRANSFEREE(S): (including postal address(es) and postal code(s))  
THE CORPORATION OF DELTA, 4500 CLARENCE TAYLOR CRESCENT, DELTA, BRITISH COLUMBIA, V4K 3E2 |
|------------------------|

<table>
<thead>
<tr>
<th>7. ADDITIONAL OR MODIFIED TERMS: *</th>
</tr>
</thead>
</table>

| N/A |

* If space insufficient, enter “SEE SCHEDULE” and attach schedule in Form E.  

8. **EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any:
OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
THIS AGREEMENT made [month, day, year]

BETWEEN:

[Tsawwassen First Nation] (the “Transferor”)

AND:

[Corporation of Delta] (the “Transferee”)

WHEREAS

A. The Transferor is the registered owner of that certain parcel or tract of land and premises known and described as follows:

INSERT LEGAL DESCRIPTION

(herinafter called the “Lands”)

B. Section 218 of the Land Title Act, R.S.B.C. 1996, c. 250 enables the Transferor to grant in favour of the Transferee an easement without a dominant tenement to be known as a Statutory Right of Way;

C. The Transferee desires to obtain from the Transferor a Statutory Right of Way to construct certain Works on, over and under the hereinafter described portion of the Lands;

D. The Statutory Right of Way herein granted is necessary for the operation and maintenance of the Transferee's undertaking.

1.0 DEFINITIONS

1.1 In these terms of instrument and the pages attached hereto (either before or after this page), which together comprise the document (herein the “Document”):

a. “Agreement” means and includes the covenants, agreements and executions contained in the Document;

b. “Transferee” means the Corporation of Delta and is named as the Transferee in Item 6 of the attached Form C;

c. “Transferor” means the Tsawwassen First Nation and is named as the Transferor in Item 5 of the attached Form C;

d. “Works” means an anode bed situated on and under the Lands;

2.0 GRANT

2.1 The Transferor hereby grants to the Transferee the full, free and uninterrupted right, licence, liberty, privilege, easement and right of way in common with the Transferor over those portions of the Lands (which portions are collectively called the “Statutory Right of Way”) which are shown outlined in heavy black on Explanatory Plan No. [number] filed concurrently with this Agreement, a reduced copy of which plan is attached to this Agreement as Schedule A:
a. to enter over, on, in, and under the Statutory Right of Way for the purposes of using, constructing, operating, removing, replacing, reconstructing, repairing and safeguarding thereon an anode bed;

b. to bring on to the Statutory Right of Way all materials and equipment the Transferee requires or desires for the Works;

c. to clear the Statutory Right of Way and keep it clear of anything which in the opinion of the Transferee constitutes or may constitute an obstruction to the use of the Statutory Right of Way or to the Works;

d. to cross over the Lands for reasonable access to the Statutory Right of Way and make reasonable ancillary use of the Lands for carrying out the Works; and

e. to do all acts which in the opinion of the Transferee are incidental to the foregoing.

3.0 DURATION

3.1 The duration of the Right of Way and the rights herein granted shall be for a term of for so long as required commencing on [Effective Date] (herein called the “Commencement Date”) unless cancelled in accordance with the terms hereof.

4.0 RESTRICTION OF RIGHT OF WAY

4.1 The Transferee acknowledges and agrees that the Right of Way over the Lands will be exercised only over those portions shown outlined in bold on the Statutory Right of Way Plan attached as Schedule “A”;

4.2 This Agreement shall not entitle the Transferee to exclusive possession of the Right of Way and the Transferor reserves the right to grant other dispositions of the Right of Way, or any part of it, for the purposes of public utilities, roads, water, sewer and drainage pipe systems, or any other purpose, so long as the grant does not materially affect or interfere with the exercise of the Transferee's rights hereunder.

4.3 If a dispute should arise as to whether a subsequent disposition materially affects or interferes with the exercise of the Transferee's rights hereunder then the dispute shall be referred to dispute resolution pursuant to sections 12.1 to 12.5 of this Agreement.

5.0 RELOCATION OF THE WORKS

5.1 If the Transferor for any reason whatsoever wishes to relocate the Works to a New Location (the “New Location”) it shall provide 180 days written notice to the Transferee of its intention to do so.

5.2 The New Location must be of sufficient size to accommodate the Works and be equally suitable for the purposes of the Transferee.

5.3 The Transferor will pay for any reasonable costs of moving the Works to the New Location. As full compensation for all other costs, expenses and damages that the Transferee may incur in connection with the relocation, including disruption and loss of business, the parties shall agree on a lump sum payment and failing agreement, the matter shall be referred to dispute resolution pursuant to sections 12.1 to 12.5.

5.4 The Parties will do all acts and execute all required documents, including a new or amended statutory right of way plan, to give effect to the New Location.
5.5 All other terms and condition of this Agreement will apply to the New Location for the balance of the original term.

6.0 COVENANTS OF THE TRANSFEREE

6.1 The Transferee covenants with the Transferor:

a. to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of the Transferee which relate to the Works (herein called “Realty Taxes”), and which the Transferee is liable to pay;

b. to pay when due all charges for electricity, gas, water and other utilities supplied to the Lands for use by, on behalf of or with the permission of the Transferee;

c. to pay all accounts and expenses as they become due for work performed on or materials supplied to the Statutory Right of Way at the request, on the behalf or with the permission of the Transferee, except for money that the Transferee is required to hold back under the Builders Lien Act;

d. if any claim of lien over the Lands is made under the Builders Lien Act for work performed on or materials supplied to the Statutory Right of Way at the request, on the behalf or with the permission of the Transferee, the Transferee shall immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by the Transferee and the Transferee has taken the steps necessary to ensure that the claim of lien will not subject the Lands or any interest of the Transferee under this Agreement to sale or forfeiture;

e. to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Statutory Right of Way and the Works;

f. not to commit or suffer any wilful or voluntary waste, spoil or destruction on the portions of the Statutory Right of Way or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the Transferor, except to the extent required by the Transferee acting reasonably, to exercise its rights under this Agreement;

g. to take all reasonable steps and precautions to minimize the disturbance of any archaeological material discovered by the Transferee on the Lands and to immediately notify the Transferor;

h. not to bury debris or rubbish of any kind on the Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds;

i. to deliver to the Transferor from time to time, upon demand, proof of insurance provided for in subsection 6.1(p) and receipts or other evidence of payment of Realty Taxes, insurance premiums and other monetary obligations of the Transferee required to be observed by the Transferee pursuant to this Agreement;

j. to indemnify and save the Transferor harmless from and against all losses, damages, costs and liabilities including fees of solicitors and other professional advisors arising out of:

i. any breach, violation or non-performance by the Transferee of any of the Transferee’s covenants, conditions or obligations under this Agreement, or
ii. any act or omission on the part of the Transferee in respect of or in relation to its Works including the construction, maintenance, operation or decommissioning or removal of its Works;

k. to keep the Statutory Right of Way in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of the Lands by the Transferee, and on written notice from the Transferor, rectify any failure to comply with such a covenant by making the Statutory Right of Way or any portion of the Lands or any Works thereon safe, clean and sanitary;

l. to permit the Transferor, or his authorized representative to enter upon the Statutory Right of Way at any time to examine its condition;

m. to use and occupy the Statutory Right of Way in accordance with the provisions of this Agreement;

n. exercise care not to damage the Lands or any improvements on the Lands and if the Transferee should cause any such damage, restore such damaged Lands or improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch or where the Transferee deems restoration to be impractical, reimburse the Transferor for all damage the Transferee has caused but not restored;

o. on the expiration or at the earlier cancellation of this Agreement,

i. to quit peaceably and deliver possession of the Statutory Right of Way to the Transferor;

ii. to restore the Lands and Statutory Right of Way used by the Transferee to the reasonable satisfaction of the Transferor; and

iii. to remove the Works and all buildings, machinery, apparatus, plant equipment, fixtures and other improvements to or things on the Statutory Right of Way from the Lands within 90 days, and any of the aforesaid improvements and things that remain thereafter shall be absolutely forfeited to and become the property of the Transferor;

and to the extent necessary, this covenant shall survive the expiration or cancellation of this Agreement;

a. to effect and keep in force during the term of this agreement, insurance protecting the Transferor and the Transferee (without any rights of cross-claim or subrogation against the Transferor) against any claims for personal injury, death, property damage or third party, or public liability claims arising from any accident or occurrence on the Lands to an amount not less than ONE MILLION DOLLARS ($1,000,000.00) except that so long as the Transferee is The Corporation of Delta, the Transferor will waive the requirements of this subsection on the delivery to the Transferor of confirmation that the Transferee is self-insured;

b. notwithstanding subsection 6.1(p), the Transferor may from time to time notify the Transferee that the amount of insurance posted by the Transferee pursuant to that subsection be changed and the Transferee shall, within 60 days of receiving such notice, cause the amount of insurance posted, pursuant to subsection 6.1(p) to be changed to the amount specified by the Transferor acting reasonably, in the notice and deliver to the Transferor written confirmation of the change, except that when the Transferee is self-insuring this subsection shall not apply; and
i. not to interfere with the rights of any other person to enter on and use the Statutory Right of Way and Lands under a prior or subsequent disposition granted by the Transferor so long as such use does not materially affect or interfere with the exercise of the Transferee's rights under this Agreement.

7.0 ASSIGNMENT

7.1 The Transferee shall not assign this Agreement or the interest of the Transferee in it or grant a license to occupy any part of the Lands without the prior written consent of the Transferor, which consent shall not be unreasonably withheld.

7.2 Notwithstanding section 7.1, the Transferee may, without the prior written consent of the Transferor:
   a. assign its interest in all or a part of the Lands to another local governmental authority; or
   b. sublicense its interest in all or part of the Lands to a Federal, Provincial or other governmental agency or department.

8.0 CANCELLATION

8.1 Should the Transferee omit, fail or neglect to carry out one of its obligations contained in this Agreement or do some act contrary to its obligations contained in this Agreement or otherwise breaches this agreement:
   a. the Transferor shall provide notice of such breach in writing to the Transferee; and
   b. the Transferee shall within thirty days of the receipt of notice or such longer period of time to which the parties may mutually agree, remedy the breach; and
   c. if the breach is not remedied within thirty days or such further time as mutually agreed, then the Transferor may at its option either
      i. cancel this Agreement and, notwithstanding subsection 6.1(o), the Works shall be forfeited to and become, the property of the Transferor, or
      ii. enter onto the Lands and rectify such default to the extent considered necessary by it and the cost of doing so shall be a debt due and owing to the Transferor by the Transferee with interest to accrue at the prime rate of [bank] as of the date of the notice.

8.2 If this Agreement is taken in execution or attachment by any person, or the Transferee commits an act of bankruptcy, becomes insolvent, is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors, the Transferor may, on 90 days written notice to the Transferee, cancel this Agreement and the rights herein granted.

8.3 If the Transferee ceases to use the Statutory Right of Way for the purposes permitted herein and the Transferee does not recommence its use of the Statutory Right of Way within 180 days of receipt of written notice from the Transferor, the Transferor may immediately cancel this Agreement and the rights herein granted.

8.4 The rights of the Transferor under sections 9.1 to 9.4 shall survive the expiration or earlier cancellation of this Agreement.
9.0 SECURITY

9.1 The security in the sum of $1.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Transferee to the Transferor (herein called the “Security”) to guarantee the performance of the Transferee's obligations under this Agreement shall be maintained in effect until such time as the Transferor certifies in writing that such obligations have been fully performed. So long as the Transferee is The Corporation of Delta or other local governmental authority, the Transferor will waive the requirement of this section.

9.2 In the event the Transferee should default in the performance of any of its obligations hereunder, it shall be lawful for the Transferor, in its sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Transferor.

9.3 The rights of the Transferor under this section shall be deemed to continue in full force and effect notwithstanding the expiration or cancellation of this Agreement.

9.4 Notwithstanding any amount of Security stated to be required under section 9.1 the Transferor may from time to time by notice to the Transferee, demand the amount to be changed to that specified in a notice and the Transferee shall, within 60 days of such notice change the Security to that specified and provide the Transferor with evidence of the change, except that while Security is waived under section 9.1, this section shall not apply.

10.0 NOTICE

10.1 Where service of a notice or a document is required under this Agreement, the notice or document shall be in writing and shall be forwarded to the addresses for the Transferor and the Transferee specified on the first page of this Agreement.

10.2 If any question arises as to the date on which such notice or document was communicated to any party, it will be deemed to have been given:

a. on the next business day if it is delivered personally, or sent by courier or by fax; or

b. on the eighth day after its deposit in a Canada Post office at any place in Canada, if sent by registered mail.

10.3 If there is a disruption in mail services caused by labour dispute, civil unrest or other events beyond the control of the parties, between mailing and actual receipt of such notice, the party sending such notice will re-send by courier, fax or other electronic means and such notice will only be effective if actually received.

10.4 Either party may, by notice in writing to the other, specify another address for service of notices under this Agreement and where another address is specified under this section, notices shall be delivered or mailed to that address in accordance with this section.

11.0 MISCELLANEOUS

11.1 A breach of any term, condition, covenant or other provision herein may only be waived in writing and any such waiver shall not be construed as or constitute a waiver of any further or other breach. Consent or approval of any act where consent or approval is required under this Agreement, shall not be construed as consent to or approval of any subsequent similar act.

11.2 No remedy set out in this Agreement is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.
11.3 The terms and provisions of this Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.4 Time is of the essence in this Agreement.

12.0 DISPUTE RESOLUTION

12.1 In this section, "dispute" means any dispute arising out of or in connection with this Agreement.

12.2 The parties agree to attempt to resolve all disputes by negotiations conducted in good faith and to provide timely disclosure of all relevant facts, information and documents to further those negotiations.

12.3 If a dispute is not settled through direct negotiations either party may request the British Columbia International Commercial Arbitration Centre (BCICAC) to appoint a mediator to conduct mediation under its mediation rules of procedure.

12.4 If a dispute is not settled within 30 days of the appointment of the mediator or any further period of time agreed to by the parties, the parties may, by agreement, submit the dispute to a single arbitrator for final arbitration in accordance with the arbitration rules of procedure of the BCICAC.

12.5 If the parties fail to agree to submit the dispute to arbitration under section 12.4, or the BCICAC is unavailable or unable to administer the mediation or arbitration of a dispute under its rules of procedure, either party may commence proceedings in relation to the dispute in any court of competent jurisdiction.

13.0 INTERPRETATION

13.1 In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

13.2 The captions and headings contained in this Agreement are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.

13.3 Where in this Agreement there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires all statutes referred to herein are enactments of the Province of British Columbia.

13.4 If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

14.0 IT IS MUTUALLY UNDERSTOOD, AGREED AND DECLARED by and between the Parties hereto that

a. the covenants herein contained shall be covenants running with the Lands, and

b. e of the covenants herein contained shall be personal or binding upon the parties hereto SAVE AND EXCEPT during the Transferor’s ownership of the Lands but that the Lands shall, during the term of this agreement nevertheless, be and remain at all times charged therewith.
15.0 AND THAT, save as aforesaid, nothing in these presents shall be interpreted so as to restrict or prevent the Transferor from using the Statutory Right of Way in any manner that does not interfere with functioning and access to the Works.

16.0 AND THAT nothing herein contained shall be deemed to authorize the Transferee to construct, install or maintain any other a public works or utilities, other than the Works, in the Statutory Right of Way.

17.0 The expressions “Transferor” and “Transferee” herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context or the Parties hereto so require.

18.0 This indenture shall enure to the benefit of and be binding upon the Parties hereto, their executors, administrators, successors and permitted assigns respectively.

19.0 IN WITNESS THEREOF the Agreement contained in the Document has been executed on one or more pages of the Document.
SCHEDULE “A”

Statutory Right of Way Plan
APPENDIX D–9

Applicable Forms of Document for Interests on Tsawwassen Lands

Document 2 - Public Access Right of Way Agreement

(British Columbia)
LAND TITLE ACT
FORM C
(Section 233)
Province of
British Columbia
GENERAL INSTRUMENT – PART 1

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*
   (PID) *(LEGAL DESCRIPTION)

SEE SCHEDULE

3. NATURE OF INTEREST:
   DESCRIPTION
   DOCUMENT REFERENCE
   (Page and paragraph)
   PERSON
   ENTITLED TO
   INTEREST
   STATUTORY RIGHT OF WAY
   TRANSFEREE

4. TERMS: Part 2 of this instrument consists of (select one only)
   (a) Filed Standard Charge Terms
   (b) Express Charge Terms
   (c) Release

   A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):
   TSAWWASSEN FIRST NATION

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
   HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by THE MINISTER OF ●

7. ADDITIONAL OR MODIFIED TERMS: *
   N/A

   * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any:
## APPENDICES TSAWWASSEN FIRST NATION FINAL AGREEMENT

<table>
<thead>
<tr>
<th>Officer Signature(s)</th>
<th>Execution Date</th>
<th>Party(ies) Signature(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TSAWWASSEN FIRST NATION by its authorized signatory(ies)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(as to all signatures)</td>
<td></td>
<td></td>
</tr>
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<table>
<thead>
<tr>
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<th>Party(ies) Signature(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by THE MINISTER OF • by its authorized signatory(ies)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(as to all signatures)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**LAND TITLE ACT**

**FORM E**

**SCHEDULE**

*Enter the required information in the same order as the information must appear on the freehold transfer form, mortgage form or general document form.*

2. **Parcel Identifier(s) and Legal Descriptions of Land**

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
TERMS OF INSTRUMENT – PART 2

WITNESS THAT WHEREAS the Transferor has agreed to grant to the Transferee a statutory right of way over that parcel of land described in item 2 of Part 1 of this instrument (hereinafter referred to as the "Land") for the purpose of public access to the dike on the Land for which the Transferor is the Diking Authority;

AND WHEREAS the statutory right of way herein granted is necessary for the operation and maintenance of the Transferee's undertaking;

NOW THEREFORE, for valuable consideration and the covenants of the Transferee, the parties agree as follows:

1.0 GRANT OF STATUTORY RIGHT OF WAY

1.1 The Transferor, on the terms set forth herein, hereby grants to the Transferee, in perpetuity, the non-exclusive statutory right of way (herein called the "Right of Way") over the Land for the Transferee, its licensees, agents, employees, invitees and permittees (including the general public) between dawn and dusk at their will and pleasure to:

(a) enter, go, be, return, pass and repass on, over, through and along the Land by foot, for access to and use of the Land, for recreational activity purposes; and

(b) do all acts or things necessary or incidental to the foregoing;

to have and to hold unto the Transferee, from and after the date of this Agreement, unless and until discharged by the Transferee in accordance with section 1.2, provided that nothing in this Agreement grants to the Transferee, its licensees, agents, employees, invitees and permittees (including the general public) the right to construct any improvements or destroy any vegetation in or on the Land.

1.2 All of the rights, licences, liberties, privileges, easements and statutory rights of way granted in this Agreement will exist and continue in perpetuity unless and until discharged by the Transferee.

1.3 The rights, licences, liberties, privileges, easements, statutory rights of way and covenants in this Agreement will run with and bind the Land, in perpetuity.

2.0 RESTRICTION OF RIGHT OF WAY

2.1 The Transferee acknowledges and agrees that the Right of Way over the Land set forth in section 1.1 will be exercised only over those portions of the Land shown outlined in bold on the sketch plan attached as Schedule "A" ("Right of Way Area"), and the Transferee will not otherwise exercise or otherwise attempt to exercise its Right of Way over the Land under section 1.1.

2.2 The Right of Way granted by section 1.1 will be subject to the right of the Transferor to:

   a. use the Right of Way Area in a manner that does not disrupt or interfere with the Transferee, its licensees, agents, employees, invitees and permittees (including the general public) in the exercise of rights under this Agreement; and

   b. restrict access to the Right of Way Area on a temporary basis from time to time as may be reasonably required for the maintenance and operation of the dike.
3.0 COVENANTS OF THE TRANSFEROR

3.1 The Transferor covenants with the Transferee that, subject to section 2.2:

(a) the Transferee shall and may peaceably enjoy and hold the rights granted in this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Transferor or any other person lawfully claiming from or under the Transferor;

(b) the Transferor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, obstruction, equipment, thing or inflammable substance, or plant any growth upon the Right of Way Area, if any such action or thing, in the reasonable opinion of the Transferee:

i. may obstruct access to the Right of Way Area or any part thereof by those authorized by the Transferee; or

ii. may by its operation, use, maintenance or existence on the Right of Way Area create or increase any hazard to persons or property in relation to the Right of Way Area.

4.0 NOTICES

4.1 Where service of a notice or a document is required under this Agreement, the notice or document shall be in writing and shall be deemed to have been served if delivered to, or if sent by prepaid registered mail addressed to, the Transferor and the Transferee, as the case may be, at the addresses specified for each on the first page of this Agreement, and where service is by registered mail the notice or document shall be conclusively deemed to be served on the eighth day after its deposit in a Canada Post office at any place in Canada. If there is a disruption in mail services caused by labour dispute, civil unrest or other events beyond the control of the parties, between mailing and actual receipt of such notice, the party sending such notice will resend by courier, fax or other electronic means and such notice will only be effective if actually received.

4.2 Either party may, by notice in writing to the other, specify another address for service of notices under this Agreement and where another address is specified under this section, notices shall be mailed to that address in accordance with this section.

5.0 MISCELLANEOUS

5.1 A breach of any term, condition, covenant or other provision herein may only be waived in writing and any such waiver shall not be construed as or constitute a waiver of any further or other breach. Consent or approval of any act where consent or approval is required under this Agreement, shall not be construed as consent to or approval of any subsequent similar act.

5.2 The terms and provisions of this Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.3 Time is of the essence in this Agreement.

6.0 INTERPRETATION

6.1 In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
6.2 The captions and headings contained in this Agreement are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.

6.3 Where in this Agreement there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires all statutes referred to herein are enactments of the Province of British Columbia.

6.4 If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
SCHEDULE "A"

*Sketch Plan showing Location of the Right of Way Area*
APPENDIX D–9

Applicable Forms of Document for Interests on Tsawwassen Lands

Document 3 - Transmission Right of Way Agreement

(British Columbia Hydro and Power Authority)
1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

2. Parcel Identifier and Legal Description of Land:
   (PID)  (Legal Description)

3. Nature of Interest: *
   Description Document Reference Person Entitled to Interest
   (page and paragraph) TRANSFEREE

4. Terms: Part 2 of this instrument consists of (select one only)
   (a) Filed Standard Charge Terms [ ] D.F. No.
   (b) Express Charge Terms [x] Annexed as Part 2
   (c) Release [ ] There is no Part 2 of this instrument

   A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. Transferor(s):
   TSAWWASSEN FIRST NATION

6. Transferee(s): (including occupation(s), postal address(es) and postal code(s))
   BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, 8th Floor - 333 Dunsmuir Street, Vancouver, BC, V6B 5R3

7. Additional or Modified Terms: *

* If space insufficient, continue executions on additional page(s) in Form D.

8. Execution(s): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.
Officer Certification:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter “SEE SCHEDULE” and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.
TRANSMISSION RIGHT OF WAY

This Agreement is made as of _______________________, 200______.

Between:

Tsawwassen First Nation
131 North Tsawwassen Drive, Delta, BC, V4M 4G2

(the “Grantor”)

And:

British Columbia Hydro and Power Authority, a corporation continued under the Hydro and
Power Authority Act, R.S.B.C. 1996, c.212

(“Hydro”)

WHEREAS:

A. The Grantor, Canada and British Columbia have entered into a Final Agreement as hereinafter
defined.

B. In accordance with the Final Agreement, the Grantor wishes to provide the grants, as herein
provided, to Hydro with respect to the Grantor’s Lands as hereinafter defined,

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and of
other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by
each of the parties, the parties hereto covenant and agree as follows:

1.0 Definitions

1.1 In this Agreement:

a. “Access Improvements” has the meaning ascribed to it in subparagraph 2.1(c)(v)(A);

b. “Affiliate” has the meaning ascribed it in the Business Corporations Act, S.B.C. 2002,
c. 57, as amended or replaced from time to time;

c. “Area of the Works” means the Right of Way Area and those portions of the Lands
located within 10 metres on both sides of the Right of Way Area;

d. “Agreement” means this Agreement and all schedules attached to it;

e. “Effective Date” means the date upon which the Final Agreement will take effect;

f. “Environment” means all the components of the earth including, without limitation, all
layers of the atmosphere, air, land (including, without limitation, all underground spaces
and cavities and all lands submerged under water), soil, water (including, without
limitation, surface and underground water), organic and inorganic matter and living
organisms, the interacting natural systems that include the foregoing and all other
external conditions or influences under which humans, animals and plants live or are
developed;
g. “Excluded Right of Way Areas” means any right of way area or corridor that is not part of the Lands but in whole or in part passes through the Lands or is adjacent to such Lands;

h. “Final Agreement” means the Tsawwassen First Nation Final Agreement among the Grantor, Canada and British Columbia;

i. “Lands” means the lands and premises as are legally described in Schedule “A” and as are shown in Schedule “B”, which are both attached to this Agreement;

j. “Right of Way Area” means those portions of the Lands described in Schedule “C” attached to this Agreement, as they may be modified under this Agreement; and

k. “Works” means all things and components, using any type of technology from time to time, necessary or convenient for the purposes of distributing and/or transmitting electricity, telecommunications or communications by any method or process whatsoever, including poles, towers, antennae (except for monopole free standing antennae), anchors, guy wires, brackets, cross arms, insulators, foundations, overhead and underground conductors, wires, lines, cables and transformers, underground conduits and pipes, access nodes, cabinets all ancillary appliances and fittings, reasonably required associated protective installations, and related works such as fencing for safety or security, devices and identifying colours for aircraft warning, and utility services for the operation of any of the foregoing.

1.2 With respect to any obligation on the part of Hydro under this Agreement, any reference to Hydro includes its respective servants, officers, employees, agents, contractors, sub-contractors, invitees, licensees, successors, permitted assigns, and those for whom Hydro is responsible in law.

2.0 Rights Related to Right of Way Area

2.1 The Grantor grants over the Lands to Hydro and its employees, representatives, contractors, agents, licensees, successors and assigns for so long as required the uninterrupted right, liberty and right of way to:

a. use the Right of Way Area as follows:

i. excavate for, construct, install, erect, abandon, replace, extend, upgrade, operate, maintain, remove and repair the Works on, over, under, across and through the Right of Way Area; and

ii. clear the Right of Way Area and keep it cleared (including removal or pruning) of any vegetation, including without limitation trees, at any time located therein; and

b. use the Area of the Works as follows:

i. enter, work, inspect, pass and repass upon, on, and along the Area of the Works;

ii. construct, maintain, repair, replace and use trails, roads, lanes, and bridges on the Area of the Works including in addition any portions reasonably required adjacent to the Area of the Works for the sake of continuity, with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement;

iii. clear the Area of the Works and keep it cleared of all or any part of any obstruction, improvement or other matter which, in the reasonable opinion of
Hydro might interfere with or endanger the Works, disrupt service to Hydro’s customers, or pose a hazard to persons or property in relation to the Works; and

iv. clear the Area of the Works and keep it cleared (including removal or pruning) of all or any part of any vegetation, including without limitation trees, which do or might, in the reasonable opinion of Hydro interfere with or endanger the Works, disrupt service to Hydro’s customers, or pose a hazard to persons or property in relation to the Works;

c. to enjoy further rights as follows:

i. Hydro may, cut vegetation, including without limitation trees, outside the Area of the Works, if in the opinion of Hydro such vegetation and/or trees, might interfere with or endanger the Works (whether on or off the Lands) or pose a hazard to persons or property in relation to the Works. Hydro will, except in an emergency, give the Grantor written notice prior to exercising its rights under this subsection;

ii. Hydro may install, maintain and use gates in all fences which are now, or hereafter shall be on the Right of Way Area, and in fences affecting access to the Area of the Works;

iii. Hydro may ground any structures, installation or things, by whomsoever owned, from time to time situated anywhere on the Right of Way Area or adjacent Lands where, in the reasonable opinion of Hydro, such grounding will eliminate or reduce hazard to persons or property in relation to the Works;

iv. Hydro may pass and repass over, and maintain, repair, replace and use all trails, roads, lanes, and bridges on the Lands outside the Area of the Works with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement;

v. where there are no suitable trails, roads, lanes, or bridges under paragraph 2.1(c)(iv), Hydro may either:

A. construct, maintain, repair, replace, use, pass and repass over trails, roads, lanes, and bridges on the Lands, (collectively referred to as “Access Improvements”); or

B. pass and repass over the Lands elsewhere than on trails, roads, lanes, and bridges, with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement, subject to approval of the route by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed, provided that in the case of an emergency or reasonably apprehended emergency Hydro does not require the prior approval of the Grantor under this subsection but will report to the Grantor the purpose and extent of the access as soon as practicable;

vi. to conduct vegetation management upon the Area of the Works, such as the planting of vegetation compatible with the undertakings of Hydro, and the application of pesticides on the Lands; and

vii. Hydro may enter onto the Lands outside the Area of the Works for the purpose of undertaking works to protect any Works located within the Lands or within the Excluded Right of Way Areas or to protect persons or property that may be at risk from such Works, provided that:
A. Hydro will before commencing such works deliver to the Grantor for approval a written work plan describing the proposed work on the Lands;

B. the Grantor will not unreasonably withhold, condition or delay approval of such work plan, and shall take into consideration the effect of the proposed work, the cost of the proposed work compared to the cost of alternate solutions and the extent of the risk of not undertaking the work. If Hydro and the Grantor, each acting reasonably, cannot agree on a work plan requested by Hydro within 30 days of receipt by the Grantor of the proposed work plan, then either party may refer the disagreement to dispute resolution under section 14.1 of this Agreement;

C. Hydro will pay compensation for any damage to the Lands resulting from the implementation of the work plan;

D. in the case of an emergency or reasonably apprehended emergency Hydro may, without the approval of the Grantor, undertake works and take such steps on the Lands as are reasonably required to be taken immediately in order to protect the Works, or to protect persons or property that may be at risk from the Works, and in that event Hydro will as soon as reasonably possible thereafter notify the Grantor; and

E. generally, do all such other acts or things as may reasonably be necessary or incidental to the business of Hydro in connection with any of the foregoing.

3.0 Right of Way Area

3.1 The parties acknowledge that they have made reasonable efforts to identify all the existing Works and related Right of Way Area as of the date of this Agreement. However, as there may still be some Works that were missed in the identification process the parties agree that for such Works the Grantor grants to Hydro for so long as required, a right of way over those portions of the Lands upon which such Works are located on the following terms:

(a) for such Works, Hydro holds the same rights, privileges and obligations as apply to Hydro for the use of the Right of Way Area and the Area of the Works under this Agreement, including the right of reasonable access over the Lands for the purpose of gaining access to such Works; and

(b) the Grantor may at any time require Hydro to attach a revised survey plan to this Agreement to include those additional portions of the Lands.

4.0 Non-Exclusive Use

4.1 This Agreement will not entitle Hydro to exclusive possession of the Hydro Right of Way Area or other parts of the Lands and the Grantor reserves the right to grant other dispositions of any Lands affected by this Agreement, so long as the grant does not materially affect or interfere with the exercise of Hydro's rights under this Agreement.

5.0 Protection of the Environment

5.1 Hydro will undertake activities permitted under this Agreement having regard for the impact on the Environment, and will take prudent measures to minimize the danger or disruption to the Environment.
6.0 Covenants of Hydro

6.1 Hydro covenants separately with the Grantor that:

a. Hydro shall pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Hydro which relate to the Works and which Hydro is liable to pay;

b. Hydro shall keep the portions of the Lands used by Hydro under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of the Lands by Hydro, and on written notice from the Grantor, to make safe, clean, and sanitary any portion of them that contravene the provisions of this covenant, provided that Hydro has no obligation to keep any portion of the Lands suitable for use by anyone except Hydro;

c. Hydro shall bury and maintain all underground works as may be required so as not to unduly interfere with the drainage of the Lands;

d. Hydro shall take all reasonable steps and precautions to minimize disturbance of any archaeological material discovered by Hydro on the Right of Way Area, and to immediately notify the Grantor;

e. Hydro shall not bury debris or rubbish of any kind on the Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds;

f. Hydro shall not commit or suffer any wilful or voluntary waste, spoil or destruction on the Right of Way Area, or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the Grantor, except to the extent required by Hydro acting reasonably, to exercise its rights under this Agreement; and

g. Hydro shall permit the Grantor to enter upon the Right of Way Area at any time to examine its condition.

7.0 Work Plans

7.1 Except in the case of an emergency or reasonably apprehended emergency, Hydro will provide to the Grantor a written work plan describing the proposed work located on, outside or related to the Right of Way Area prior to undertaking any of the following work under this Agreement:

(a) construction of any new Works;

(b) relocation of any Works; and

(c) construction or relocation of any Access Improvements.

In accordance with this section 7.1, prior to undertaking any work, Hydro will deliver a copy of the work plan to the Grantor for comment by the Grantor. The Grantor will no more than thirty (30) days after receiving the work plan, provide to Hydro in writing any comments that it may have, and Hydro will use reasonable efforts to accommodate any suggestions or requests presented by the Grantor to Hydro provided they do not result in delays, increased costs or technical difficulties.

8.0 Relocation of Works Due to Change

8.1 If a material change occurs to the Lands, such as erosion, which for any reason makes the continued use of any portion of the Right of Way Area or the Excluded Right of Way Area
unsuitable for any of the Works, then the Grantor will consent to the relocation and replacement of such Works to a new location on the Lands, as follows:

a. Hydro will before undertaking any work, deliver a work plan to the Grantor indicating the contemplated relocation of the Works for approval by the Grantor, which approval will not be unreasonably withheld, delayed or conditioned;

b. Hydro will take into account any likely material effect of the relocated Works on adjacent lands, and the Grantor will take into account the cost efficiencies of the location selected by Hydro for the relocated Works in relation to alternative locations;

c. the relocated Works will be covered by the terms and conditions of this Agreement; and

d. if Works are relocated from the Excluded Right of Way Area to the Lands Hydro will pay the Grantor the fair market value of the new Right of Way Area provided the Grantor has not caused any portion of such Excluded Right of Way Area to become unsuitable for any of the Works.

9.0 Relocation of Works at the Request of the Grantor

9.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, Hydro will relocate any Works in the Right of Way Area to a new location on the Lands, provided that:

a. the new location is, in the reasonable opinion of Hydro, suitable for use for the relocated Works considering construction, maintenance and operation, and cost factors;

b. the Grantor gives Hydro reasonable notice to permit proper design, planning and construction of the Works to be relocated;

c. the Grantor agrees to pay all reasonable costs and expenses, including costs of design, supervision and construction (before any relocation, the Grantor will pay the costs and expenses as estimated by Hydro, with appropriate adjustments based on actuals after the relocation is complete); and

d. the rights, liberties and rights of way under this Agreement will extend to the relocated Works and associated areas.

10.0 Removal of Works

10.1 If Hydro no longer requires all or a portion of the Right of Way Area, then Hydro shall, in respect of such Right of Way Area:

a. quit peaceably such Right of Way Area;

b. remove any Access Improvements no longer required in relation to such Right of Way Area;

c. remove all above ground Works from such Right of Way Area within a reasonable period of time and any Works remaining on that portion of the Right of Way Area will be absolutely forfeited to and become the property of the Grantor. If the Grantor removes any remaining above ground Works within four (4) years, Hydro will, on demand by the Grantor, reimburse the Grantor for all reasonable costs of removal; and

d. remain liable for any environmental damage to the Lands arising from any below ground Works that remain on or in such Right of Way Area, except if the Grantor uses or
authorizes the use of any of the remaining below ground Works for any purpose then Hydro will not be liable for any environmental damage caused by the Grantor’s use, or authorized use; and to the extent necessary, this covenant will survive the termination of this Agreement.

11.0 Covenants of the Grantor

11.1 The Grantor covenants with Hydro that:

a. Hydro shall and may peaceably enjoy and hold its rights under this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any other person lawfully claiming from or under the Grantor, provided however that nothing in this subsection 11.1(a) shall limit the Grantor’s right of inspection pursuant to subsection 6.1(g);

b. the Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, fill, pile of material, obstruction, equipment, thing or inflammable substance, or plant any vegetation upon the Area of the Works, if any such action or thing, in the reasonable opinion of Hydro:

i. may interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;

ii. may obstruct access to the Works or any part thereof by those authorized by Hydro; or

iii. may by its operation, use, maintenance or existence on the Area of the Works, create or increase any hazard to persons or property in relation to the Works;

c. the Grantor will not diminish or increase the ground elevation in the Right of Way Area by any method, including piling any material or creating any excavation, drain, or ditch in the Right of Way Area, unless permission in writing from Hydro has first been received, which permission will not be unreasonably withheld, conditioned or delayed;

d. Grantor will not carry out blasting or aerial logging operations on or adjacent to the Area of the Works without prior written permission from Hydro, which permission will not be unreasonably withheld, conditioned or delayed;

e. the Grantor will not use or authorize the use of the portions of the Right of Way Area for the regular, or organized parking of vehicles without the prior written permission from Hydro, which permission will not be unreasonably withheld, conditioned or delayed, provided that nothing in this subsection is intended to prevent safe temporary parking of vehicles;

f. the Grantor will not park, or authorize to be parked on the Right of Way Area any vehicle or equipment if the parking of such vehicle does not comply with the requirements of the Canadian Standards Association’s Canadian Electrical Code, as may be amended from time to time; and

g. the Grantor will not use, or authorize the use of the Right of Way Area for fuelling any vehicle or equipment.

12.0 Compensation for Damages

12.1 Subject to the rights granted in this Agreement, Hydro covenants with the Grantor that if Hydro or
its contractors, damage any structures, buildings, fixtures, improvements, or chattels outside of the Area of the Works, or damage any crops, merchantable timber, livestock, drains, ditches, culverts, fences, trails, bridges, or roads on the Lands, and such damage is not caused as a result of the Grantor's breach of the terms of this Agreement or the negligence or willful act of the Grantor or its contractors, agents or permittees, that Hydro will:

a. compensate the Grantor for such damages, to the extent caused by Hydro; or

b. within a reasonable period of time, repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage.

12.2 Compensation paid to the Grantor for merchantable timber pursuant to section.12.1 will be in accordance with generally accepted principles of timber valuation and the parties agree that on payment, title to any timber cut on the Lands under this Agreement will vest in Hydro.

13.0 Indemnity

13.1 Hydro will save harmless and indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:

a. any breach, violation or non-performance by Hydro of any of Hydro’s covenants, conditions or obligations under this Agreement; and

b. any act or omission on the part of Hydro in respect of or in relation to its Works including the construction, maintenance, operation or decommissioning of its Works, but only to the extent any such matter is found to be the responsibility of Hydro and was not contributed to by the negligence of, or breach, violation or non-performance by, the Grantor or those for whom the Grantor is responsible at law, and not for any matters based on nuisance or the rule in *Rylands v. Fletcher* unless Hydro was negligent.

14.0 Dispute Resolution

14.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

a. the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

b. either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute;

c. if the dispute is not resolved within thirty (30) days of the notice to mediate under subsection (b) or any further period of time agreed to by the parties, then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution in accordance with the provisions of the British Columbia *Commercial Arbitration Act*. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this subsection for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

15.0 Runs With the Land

15.1 This Agreement runs with and binds the Lands to the extent necessary to give full force and effect to this Agreement.
16.0 Notice

16.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the following addresses:

To the Grantor:  Tsawwassen First Nation  
131 North Tsawwassen Drive  
Delta, BC V4M 4G2  
Attn:

Fax: (604) 943-9226

To Hydro:  Manager, Properties  
B.C. Hydro  
8th Floor - 333 Dunsmuir Street  
Vancouver, British Columbia  
V6B 5R3

Fax: (604) 623-3951

16.2 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

a. if it was delivered personally or by courier, on the next business day;

b. if it was sent by fax, on the next business day; or

c. if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

16.3 A change of address by any party may be given to the others in accordance with this provision.

17.0 General

17.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.

17.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

17.3 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

17.4 Each party to this Agreement may register this Agreement in any land registry system established or used by the Grantor for lands within its jurisdiction. At the request of any party to this Agreement, both parties will cooperate in executing any documents or plans required to accomplish the registration of this Agreement and to preserve the substance and priority of this Agreement in relation to those portions of the Lands affected by this Agreement.

17.5 Hydro may grant licences respecting its rights under this Agreement to anyone, in whole or in part, without the prior written consent of the Grantor provided that no licence will act as a release of any of Hydro's obligations set out in this Agreement.
17.6 The parties acknowledge that, pursuant to agreements designated under the *Transmission Corporation Act*, British Columbia Transmission Corporation (“BCTC”) is responsible for management and maintenance of Hydro’s transmission system, and accordingly BCTC may exercise discretion conferred upon Hydro and discharge obligations assumed by Hydro under this Agreement.

17.7 A delegate appointed by the Grantor may provide Hydro with all commentary, authorizations and approvals required pursuant to this Agreement including without limitation, all commentary, authorizations or approvals required in relation to work plans, approval of access routes, and relocations or replacements of any Works as contemplated in this Agreement.

17.8 This Agreement may not be amended except by written agreement signed by all parties to this Agreement.

18.0 Interpretation

18.1 In this Agreement:

a. all attached schedules form an integral part of this Agreement;

b. the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;

c. a reference to “party” or “parties” in this Agreement is a reference to Grantor or Hydro, or both, as the context requires; and

d. if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination.

IN WITNESS WHEREOF the parties have duly executed this Agreement, as of the date first referred to above.

**British Columbia Hydro and Power Authority** by its authorized signatory:

Signature: __________________________

Name (Printed): ______________________

Title: ________________________________

**Tsawwassen First Nation, by its authorized signatory**

Signature: __________________________

Name (Printed): ______________________

Title: ________________________________
SCHEDULE “A”

Legal description of Lands
SCHEDULE “B”

Surveyed Plan of Lands
SCHEDULE “C”

Surveyed Plan of Right of Way Areas
APPENDIX D–9

Applicable Forms of Document for Interests on Tsawwassen Lands

Document 4 - Distribution Right of Way Agreement

(British Columbia Hydro and Power Authority and Telus Communications Inc.)
LAND TITLE ACT

Form C
(Section 233)
Province of British Columbia

GENERAL INSTRUMENT - PART I (This area for Land Title Office use) Page 1 of 16 pages

1. Application: (Name, address, phone number and signature of applicant, applicant’s solicitor or agent)

2. Parcel Identifier and Legal Description of Land:
   (PID) (Legal Description)

3. Nature of Interest: *
   Description Document Reference Person Entitled to
   (page and paragraph) Interest

   RIGHT OF WAY TRANSFEREE

4. Terms: Part 2 of this instrument consists of (select one only)
   (a) Filed Standard Charge Terms D.F. No.
   (b) Express Charge Terms Annexed as Part 2
   (c) Release There is no Part 2 of this instrument

   A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. Transferor(s):

   TSAWWASSEN FIRST NATION

6. Transferee(s): (including occupation(s), postal address(es) and postal code(s))

   BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, 8th Floor - 333 Dunsmuir Street, Vancouver, BC, V6B 5R3 and TELUS COMMUNICATIONS INC.

7. Additional or Modified Terms: *

* If space insufficient, continue executions on additional page(s) in Form D.

8. Execution(s): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.
Officer Certification:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter “SEE SCHEDULE” and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.
DISTRIBUTION RIGHT OF WAY

This Agreement is made as of _____________, 200__.

Among:

**Tsawwassen First Nation**
131 North Tsawwassen Drive, Delta, BC, V4M 4G2

(the “Grantor”)

And:

**British Columbia Hydro and Power Authority**, a corporation continued under the *Hydro and Power Authority Act*, R.S.B.C. 1996, c.212

(“Hydro”)

And:

**TELUS Communications Inc.**, a corporation incorporated under the laws of Canada

(“TELUS”)

WHEREAS:

A. The Grantor, Canada and British Columbia have entered into a Final Agreement as hereinafter defined.

B. In accordance with the Final Agreement, the Grantor wishes to provide the grants, as herein provided, to each of Hydro and TELUS with respect to the Grantor’s Lands as hereinafter defined,

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto covenant and agree as follows:

1.0 Definitions

1.1 In this Agreement:

a. “Affiliate” will have the meaning ascribed to it in the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended or replaced from time to time and, in the case of TELUS, includes an affiliate (as defined in that Act) of TELUS and any partnership or other unincorporated association in which TELUS or any affiliate (as defined in that Act) of TELUS has a controlling interest;

b. “Agreement” means this Right of Way Agreement and all schedules attached to it;

c. “Area of the Works” means those portions of the Lands located within six (6) metres of either side of the center of the alignment of the Works and includes the Right of Way Area;

d. “Effective Date” means the date upon which the Final Agreement will take effect;

e. “Environment” means all the components of the earth including, without limitation, all
layers of the atmosphere, air, land (including, without limitation, all underground spaces and cavities and all lands submerged under water), soil, water (including, without limitation, surface and underground water), organic and inorganic matter and living organisms, the interacting natural systems that include the foregoing and all other external conditions or influences under which humans, animals and plants live or are developed;

f. “Excluded Right of Way Area” means any right of way area or corridor that is not part of the Lands but in whole or in part passes through the Lands or is adjacent to such Lands;

g. “Final Agreement” means the Tsawwassen First Nation Final Agreement among the Grantor, Canada and British Columbia;

h. “Lands” means the lands and premises as are legally described in Schedule “A” and as are shown in Schedule “B”, which are both attached to this Agreement;

i. “Right of Way Area” means those portions of the Lands more particularly described in Section 3 of this Agreement, as may be modified under this Agreement; and

j. “Works” means:

i. as it relates to the rights and responsibilities of Hydro, all things and components, using any type of technology from time to time, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of telecommunications, including: poles, towers, antennae (except for monopole free standing antennae), guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, lines, access nodes and cables, including underground or fibre optic cables, underground conduits, lines and pipes of every kind, cabinets, all ancillary appliances and fittings, reasonably required associated protective installations and related works such as fencing for safety or security, devices and identifying colours for aircraft warning, and utility services for the operation of any of the foregoing;

ii. as it relates to the rights and responsibilities of TELUS, all things and components, using any type of technology from time to time, necessary or convenient for the purpose of telecommunications, including: poles, towers, guy wires, brackets, crossarms, insulators, transformers, anchors, attachments, lines, access nodes and cables, including fibre optic cables, in whole or in part and underground conduits, lines and pipes of every kind, underground cables, including fibre optic cables, together with all ancillary appliances, fittings and cabinets and above ground or underground equipment shelters.

1.2 With respect to any obligation on the part of Hydro or TELUS under this Agreement, any reference to Hydro or TELUS includes their respective servants, officers, employees, agents, contractors, sub-contractors, invitees, licensees, successors, permitted assigns, and those for whom either or both of them is responsible in law.

2.0 Grant of Right of Way

2.1 The Grantor grants over the Lands separately to each of Hydro and TELUS and their respective employees, representatives, contractors, agents, licensees, successors and assigns, for so long as required, the uninterrupted right, liberty and right of way to:

a. use the Right of Way Area as follows:
i. excavate for, construct, install, erect, abandon, replace, extend, upgrade, operate, maintain, alter, remove and repair the Works on, over, in, under, across and through the Right of Way Area; and

ii. clear the Right of Way Area and keep it cleared (including pruning or removal) of any trees or growth at any time located therein;

b. use the Area of the Works as follows:

i. enter, work, pass and repass upon, on, and along the Area of the Works;

ii. construct, maintain, repair, replace and use trails, roads, lanes, and bridges on the Area of the Works including, in addition, any portions reasonably required adjacent to the Area of the Works for the sake of continuity, with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro or TELUS in relation to this Agreement;

iii. clear the Area of the Works and keep it cleared of all or any part of any obstruction, improvement or other matter which, in the reasonable opinion of Hydro or TELUS, does or might interfere with or endanger the Works, disrupt service to Hydro’s or TELUS’s customers, or pose a hazard to persons or property in relation to the Works; and

iv. clear the Area of the Works and keep it cleared (including pruning or removal) of all or any part of any trees or growth which do or might, in the opinion of Hydro or TELUS, interfere with or endanger the Works, disrupt service to Hydro’s or TELUS’s customers, or pose a hazard to persons or property in relation to the Works;

c. to enjoy further rights as follows:

i. Hydro and TELUS may, with the prior approval of the Grantor and any party with a registered interest in the affected areas, such approval not to be unreasonably withheld, delayed or conditioned, cut trees or growth outside the Area of the Works, if in the reasonable opinion of Hydro or TELUS such trees or growth might interfere with or endanger the Works (whether on or off the Lands) or pose a hazard to persons or property in relation to the Works;

ii. Hydro and TELUS may pass and repass over, and maintain, repair, replace and use, all roads, lanes and bridges on the Lands outside of the Area of the Works with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro or TELUS in relation to this Agreement;

iii. if there are no suitable roads, lanes or bridges under paragraph 2.1(c) (ii), Hydro and TELUS may either:

A. construct, maintain, repair, replace and pass and repass over roads, lanes or bridges on the Lands; or

B. pass and repass over the Lands elsewhere than on roads, lanes and bridges, with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro or TELUS in relation to this Agreement, subject to prior approval of the route by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Hydro and TELUS do not require such approval if there is an emergency or a reasonably apprehended
emergency or for the determination of electricity consumption, but will report to the Grantor the purpose and extent of the access as soon as practicable;

iv. to conduct vegetation management upon the Area of the Works, such as the planting of vegetation compatible with the undertakings of Hydro or TELUS, and the application of herbicides and pesticides, provided that Hydro and TELUS will not conduct any aerial application of herbicides or pesticides on the Lands;

v. to install, maintain and use gates in all fences which are now or hereafter shall be on the Right of Way Area and in fences affecting access to the Area of the Works;

vi. to ground any structures, installation or things, by whomsoever owned, from time to time situated anywhere on the Right of Way Area or adjacent Lands where, in the reasonable opinion of Hydro and TELUS, such grounding will eliminate or reduce hazards to persons or property in relation to the Works;

vii. Hydro and TELUS may enter onto the Lands outside the Area of the Works for the purpose of undertaking works to protect any Works located within the Lands or within an Excluded Right of Way Area or to protect persons or property that may be at risk from such Works, provided that:

A. Hydro or TELUS will before commencing such works deliver to the Grantor for approval a written work plan describing the proposed work on the Lands;

B. the Grantor will not unreasonably withhold, condition or delay approval of such work plan, and shall take into consideration the effect of the proposed work, the cost of the proposed work compared to the cost of alternate solutions and the extent of the risk of not undertaking the work. If Hydro or TELUS, as the case may be, and the Grantor cannot agree on a work plan requested by Hydro or TELUS within 30 days of receipt by the Grantor of the proposed work plan, then either party may refer the disagreement to dispute resolution under section 18.1 of this Agreement;

C. Hydro or TELUS, as the case may be, will pay compensation for any damage to the Lands resulting from the implementation of the work plan;

D. if Hydro or TELUS, as the case may be, determines in its reasonable judgment that an emergency situation exists or there are imminent safety concerns, Hydro and TELUS may, without approval of the Grantor, undertake works and take such steps on the Lands as are reasonably required to be taken immediately in order to protect the Works, or to protect persons or property that may be at risk from the Works, and in that event Hydro or TELUS will as soon as reasonably possible thereafter notify the Grantor; and

d. generally, do all such other acts or things as may reasonably be necessary or incidental to the business of Hydro or TELUS in connection with any of the above.

3.0 Right of Way Area

3.1 The Right of Way Area consists of:

a. all portions of the Lands reasonably required for the following:
APPENDICES TSAWWASSEN FIRST NATION FINAL AGREEMENT

i. those Works existing at the date of this Agreement;

ii. any additional Works constructed adjacent to, along the sides of or across any roads, lanes or bridges from time to time existing on or through the Lands;

iii. any additional Works that provide service to any lands adjacent to any roads, lanes, or bridges from time to time existing on or through the Lands;

iv. any additional Works that provide service to any lands or customers where the landowners of any intervening parcels consent to the installation of any such Works; and

b. any such other portions of the Lands as may from time to time be consented to in writing by the Grantor, or by any delegate appointed by the Grantor.

3.2 The parties agree that the sketch plan attached to this Agreement as Schedule “C” reasonably represents the approximate location of the Works existing as of the date of this Agreement. As and when new works are added to the Lands by either or both of Hydro or TELUS, the parties will update Schedule “C”, it being the intention of the parties that this Agreement, and all of its terms and provisions, apply to such new works in their entirety.

3.3 Nothing in this Part 3.0 is intended to affect the rights of Hydro or TELUS to make arrangements directly with a person in legal possession of any lands for the construction, operation and maintenance of the Works and all matters incidental thereto.

4.0 Non-Exclusive Use

4.1 Notwithstanding anything else in this Agreement, Hydro and TELUS acknowledge and agree that:

a. this Agreement does not grant a fee simple interest in the Lands, but rather grants a non-exclusive use over the Area of the Works; and

b. subject to the rights granted to Hydro and TELUS in this Agreement, the Grantor may grant to third parties other interests on the Area of the Works, provided that any such grant of other interests shall not compromise or, by action of the Grantor or the grantee, damage, disrupt, adversely affect or interfere with the use by Hydro and TELUS of the Works or Area of the Works.

5.0 Protection of the Environment

5.1 Hydro and TELUS will undertake activities permitted under this Agreement having regard for the impact on the Environment, and will take prudent measures to minimize any danger or disruption to the Environment.

6.0 Covenants of Hydro and TELUS

6.1 Hydro and TELUS each covenant separately with the Grantor to:

a. pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Hydro or TELUS, as the case may be, which relate to the Right of Way Area and which Hydro or TELUS is liable to pay;

b. keep the portions of the Lands used by Hydro or TELUS under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation
by Hydro or TELUS of such Lands, as the case may be, provided that Hydro and TELUS have no obligation to keep any roads within the Area of the Works suitable for use by anyone except Hydro and TELUS;

c. bury and maintain all underground works as may be required so as not to unduly interfere with the drainage of the Lands;

d. take all reasonable steps and precautions to minimize disturbance of any archaeological material discovered by Hydro or TELUS on the Right of Way Area, and to immediately notify the Grantor;

e. not bury debris or rubbish of any kind on the Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds; and

f. not commit or suffer any willful or voluntary waste, spoil or destruction on the Right of Way Area, or do or suffer to be done thereon anything that may be or become a nuisance to the Grantor, except to the extent required by Hydro or TELUS, acting reasonably, to exercise the rights granted under this Agreement.

7.0 New Works Constructed by Hydro or TELUS

7.1 Prior to undertaking construction on the Lands of any new Works which are not alterations, extensions or additions to existing Works, Hydro or TELUS, as the case may be, will deliver to the Grantor for prior approval, a sketch plan showing with reasonable accuracy the location of such new Works, which approval will not be unreasonably withheld, delayed or conditioned.

8.0 Relocation of Hydro and TELUS Works Due to Change

8.1 If a material change occurs to the Lands, such as erosion, which for any reason makes the continued use of any portion of the Right of Way Area or an Excluded Right of Way Area unsuitable for any of the Works, then the Grantor will, at no cost to Hydro and TELUS, consent to the relocation and replacement of such Works to a new location on the Lands, as follows:

a. Hydro or TELUS, as the case may be, will, before undertaking any work, deliver a sketch plan to the Grantor indicating the contemplated relocation of the Works for approval by the Grantor, which approval will not be unreasonably withheld, delayed or conditioned;

b. Hydro or TELUS, as the case may be, will take into account any likely material effect of the relocated Works on adjacent lands, and the Grantor will take into account the cost efficiencies of the location selected by Hydro or TELUS for the relocated Works in relation to alternative locations;

c. the relocated Works will be covered by the terms and conditions of this Agreement; and

d. subject to the foregoing, the cost of such relocation will be borne by Hydro or TELUS, as the case may be.

9.0 Relocation of Hydro Works at the Request of the Grantor

9.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, Hydro will relocate any Works in the Right of Way Area to a new location on the Lands, provided that:

a. the new location is, in the reasonable opinion of Hydro, suitable for use for the relocated Works considering construction, maintenance and operation, and cost factors;
b. the Grantor gives Hydro reasonable notice to permit proper design, planning and construction of the Works to be relocated;

c. before any relocation, the Grantor has paid the reasonable costs and expenses of the relocation, including costs of design, supervision and construction as estimated by Hydro, with appropriate adjustments made, based on actuals, after the relocation is complete; and

d. the relocated Hydro Works will be covered by the terms and conditions of this Agreement.

10.0 Relocation of TELUS Works at the Request of the Grantor

10.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, TELUS will relocate any Works in the Right of Way Area to a new location on the Lands, provided that:

a. the new location is, in the reasonable opinion of TELUS, suitable for use for the relocated Works considering construction, maintenance and operation, and cost factors;

b. the Grantor gives TELUS reasonable notice to permit proper design, planning and construction of the Works to be relocated;

c. before any relocation, the Grantor has paid the reasonable costs and expenses of the relocation as estimated by TELUS, including costs of design, supervision and construction with appropriate adjustments made, based on actuals, after the relocation is complete; and

d. the relocated TELUS Works will be covered by the terms and conditions of this Agreement.

11.0 Fencing

11.1 With the exception of transformer stations and equipment shelters, Hydro and TELUS will not fence the Area of the Works without the prior consent of the Grantor, which consent will not be unreasonably withheld, delayed or conditioned.

12.0 Inspections

12.1 It will be lawful for the Grantor at all reasonable times to enter upon the Right of Way Area for the purposes of inspecting the Right of Way Area and the Works.

13.0 Restoration

13.1 When a portion of the Right of Way Area is no longer required for the Works, Hydro or TELUS, as the case may be, will restore the ground surface of the affected portion of the Right of Way Area, as near as is reasonably practicable to its condition prior to the installation of the Works, including the removal of any above ground Works, underground transformers and, where practicable and at the request of the Grantor, any cables located within underground ducts in such portion of the Right of Way Area.

13.2 This Section will survive the expiration of the Agreement.

14.0 Removal of Works

14.1 If certain Works are no longer required by Hydro and TELUS under this Agreement:
a. Hydro or TELUS, as the case may be, may, subject to the consent of the Grantor, abandon the Works and transfer to the Grantor all ownership, right and interest in the whole or part of the Works. If the consent of the Grantor is not obtained within one year after the date of the expiration of the Agreement, Hydro or TELUS, as the case may be, will remove the above ground Works, underground transformers and, where practicable and at the request of the Grantor, any cables located within underground ducts as soon as reasonably possible in the circumstances; and

b. Hydro or TELUS, as the case may be, will decommission any roads created by either Hydro or TELUS pursuant to paragraph 2.1(c)(iii), which are no longer required in relation to such Works, unless the Grantor requests otherwise.

14.2 Hydro will remain liable for any environmental damage to the Lands arising from any below ground Works that remain on or in the Right of Way Area after the expiration of this Agreement, except that if the Grantor uses or authorizes the use of the remaining below ground Works for any purpose, then Hydro will not be liable for any environmental damage caused by the Grantor’s use, or authorized use.

14.3 TELUS will remain liable for any environmental damage to the Lands arising from any below ground Works that remain on or in the Right of Way Area after the expiration of this Agreement, except that if the Grantor uses or authorizes the use of the remaining below ground Works for any purpose, then TELUS will not be liable for any environmental damage caused by the Grantor’s use, or authorized use.

14.4 Sections 14.1, 14.2 and 14.3 will survive the expiration of this Agreement.

15.0 Covenants of the Grantor

15.1 The Grantor covenants with Hydro and TELUS that:

a. Hydro and TELUS shall and may peaceably enjoy and hold the rights granted in this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any other person lawfully claiming from or under the Grantor, provided however that nothing in this section 15.1 shall limit the Grantor’s right of inspection pursuant to section 12.1;

b. the Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, fill, obstruction, equipment, thing or inflammable substance, or plant any growth upon the Area of the Works, if any such action or thing, in the reasonable opinion of Hydro or TELUS:

   i. may interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;

   ii. may obstruct access to the Works or any part thereof by those authorized by Hydro or TELUS; or

   iii. may by its operation, use, maintenance or existence on the Area of the Works create or increase any hazard to persons or property in relation to the Works;

   c. the Grantor will not carry out blasting or aerial logging operations on or adjacent to the Area of the Works without prior written permission from Hydro and TELUS, which permission will not be unreasonably withheld, conditioned or delayed; and
d. the Grantor will not diminish or increase the ground elevation in the Area of the Works by any method, including piling any material or creating any excavation, drain, or ditch in the Area of the Works, unless permission in writing from Hydro and TELUS has first been received, which permission will not be unreasonably withheld, conditioned or delayed.

16.0 Compensation for Damages

16.1 Subject to the rights granted in this Agreement, Hydro and TELUS covenant with the Grantor that if Hydro or TELUS damage any structures, buildings, fixtures, improvements, or chattels outside of the Area of the Works, or damage any crops, merchantable timber, livestock, drains, ditches, culverts, fences, trails, bridges, or roads on the Lands, and such damage is not caused as a result of the Grantor’s breach of the terms of this Agreement or the negligence or willful act of the Grantor or its contractors, agents or permittees, then Hydro or TELUS, as the case may be, will:

a. compensate the Grantor for such damages, to the extent caused by Hydro or TELUS; or

b. within a reasonable period of time, repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage.

16.2 Despite section 16.1, Hydro and TELUS covenant with the Grantor to pay compensation to the Grantor, in accordance with generally accepted principles of timber valuation, for any merchantable timber cut or damaged by Hydro or TELUS on the Lands or outside of the Area of the Works and the parties agree that on payment, title to any timber cut on the Lands under this Agreement will vest in Hydro or TELUS, as the case may be.

17.0 Indemnity

17.1 Hydro will at all times save harmless and indemnify and keep indemnified the Grantor from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:

a. any breach, violation or non-performance by Hydro of any of Hydro’s covenants, conditions or obligations under this Agreement; and

b. any act or omission on the part of Hydro in respect of or in relation to its Works including the construction, maintenance, operation or decommissioning of its Works, but only to the extent any such matter is found to be the responsibility of Hydro and was not contributed to by the negligence, breach, violation or non-performance of the Grantor, and not for any matters based on nuisance or the rule in Rylands v. Fletcher unless Hydro was negligent.

17.2 TELUS will at all times save harmless and indemnify and keep indemnified the Grantor from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:

a. any breach, violation or non-performance by TELUS of any of TELUS’ covenants, conditions or obligations under this Agreement; or

b. any act or omission on the part of TELUS in respect of or in relation to its Works including the construction, maintenance, operation or decommissioning of its Works, but only to the extent any such matter is found to be the responsibility of TELUS and was not contributed to by the negligence, breach, violation or non-performance of the Grantor.

18.0 Dispute Resolution

18.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:
a. the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

b. either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute;

c. if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) or any further period of time agreed to by the parties, then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution in accordance with the provisions of the British Columbia Commercial Arbitration Act. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this subsection for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief; and

d. for the purposes of this section 18.1, Hydro and TELUS will only be considered as one party where the dispute arises between the Grantor, on the one hand, and Hydro and TELUS jointly, on the other.

19.0 Runs With the Land

19.1 This Agreement runs with and binds the Lands to the extent necessary to give full force and effect to this Agreement.

20.0 Assignment

20.1 This Agreement:

a. may not be assigned in part or in whole or otherwise transferred without the prior written consent of the Grantor, which consent will not be unreasonably withheld, conditioned or delayed; but

b. may be assigned or otherwise transferred to an Affiliate without consent.

20.2 During any time that TELUS carries on business as a telecommunications services provider in partnership with an Affiliate of TELUS, TELUS may allow that partnership and its members to exercise some or all of the rights granted to TELUS in this Agreement, provided that TELUS ensures that the partnership and its members comply with TELUS’ obligations in this Agreement. For greater certainty, TELUS shall remain fully liable for all of its obligations under this Agreement in such circumstances.

21.0 Notice

21.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the following addresses:

To the Grantor: Tsawwassen First Nation
131 North Tsawwassen Drive
Delta, BC, V4M 4G2
Attn:
Fax: 604-943-9226

To Hydro: Manager, Properties
B.C. Hydro
APPENDICES TSAWWASSEN FIRST NATION FINAL AGREEMENT

8th Floor - 333 Dunsmuir Street
Vancouver, British Columbia
V6B 5R3

Fax: (604) 623-3951

To TELUS:
Manager, Real Estate
TELUS
15-3777 Kingsway
Burnaby, British Columbia
V5H 3Z7

Fax: (604) 599-0396

21.2 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

a. if it was delivered personally or by courier, on the next business day;

b. if it was sent by fax, on the next business day; or

c. if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

21.3 A change of address by any party may be given to the others in accordance with this provision.

22.0 General

22.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.

22.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

22.3 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

22.4 Any party to this Agreement may register this Agreement in any land registry system established or used by the Grantor for lands within its jurisdiction. At the request of any party to this Agreement, all parties will cooperate in executing any documents or plans required to accomplish the registration of this Agreement and to preserve the substance and priority of this Agreement in relation to those portions of the Lands affected by this Agreement.

22.5 Hydro or TELUS may grant licences respecting their rights under this Agreement to anyone, in whole or in part, without the prior written consent of the Grantor provided that no licence will act as a release of any of Hydro’s or TELUS’s obligations set out in this Agreement.

22.6 A delegate appointed by the Grantor may provide Hydro and TELUS with all commentary, authorizations and approvals required pursuant to this Agreement including without limitation, all commentary, authorizations or approvals required in relation to sketch plans, access to the Area of the Works, and relocations or replacements of any Works.
22.7 This Agreement may not be amended except by written agreement signed by all parties to this Agreement.

23.0 Interpretation

23.1 In this Agreement:

   a. all attached schedules form an integral part of this Agreement;

   b. the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;

   c. if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination.

IN WITNESS WHEREOF the parties have duly executed this Agreement, as of the date first referred to above.

British Columbia Hydro and Power Authority

by its authorized signatory:

Signature: ______________________________

Name (Printed): __________________________

Title: ______________________________

TELUS Communications Inc. by its authorized signatory:

Signature: ______________________________

Name (Printed): __________________________

Title: ______________________________

Tsawwassen First Nation, by its authorized signatory:

Signature: ______________________________

Name (Printed): __________________________

Title: ______________________________
SCHEDULE “A”

Legal description of the Lands
SCHEDULE “B”

Sketch Plan of the Lands
SCHEDULE “C”

Surveyed Plan of Works, Pursuant to Section 3.2 of the Agreement
APPENDIX D–9

Applicable Forms of Document for Interests on Tsawwassen Lands

Document 5 - Natural Gas Distribution Works Right of Way Agreement

(Terasen Gas Inc.)
**LAND TITLE ACT**  
**Form C**  
(Section 233)  
Province of British Columbia  
**GENERAL INSTRUMENT - PART I**  
(This area for Land Title Office use)  
Page 1 of 16 pages

1. **Application:** (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

<table>
<thead>
<tr>
<th>2. Parcel Identifier and Legal Description of Land:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(PID)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Nature of Interest: *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td>Document Reference</td>
</tr>
<tr>
<td>Person Entitled to Interest</td>
</tr>
<tr>
<td>(page and paragraph)</td>
</tr>
</tbody>
</table>

**RIGHT OF WAY**  
TRANSFEREE

<table>
<thead>
<tr>
<th>4. Terms: Part 2 of this instrument consists of (select one only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Filed Standard Charge Terms</td>
</tr>
<tr>
<td>(b) Express Charge Terms</td>
</tr>
<tr>
<td>(c) Release</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

<table>
<thead>
<tr>
<th>5. Transferor(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>TSAWWASSEN FIRST NATION</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Transferee(s): (including occupation(s), postal address(es) and postal code(s))</th>
</tr>
</thead>
<tbody>
<tr>
<td>TERASEN GAS INC., 3700 2nd Avenue, Burnaby, BC, V5C 6S4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Additional or Modified Terms: *</th>
</tr>
</thead>
</table>

* If space insufficient, continue executions on additional page(s) in Form D.

<table>
<thead>
<tr>
<th>8. Execution(s): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.</th>
</tr>
</thead>
</table>
Officer Certification:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter “SEE SCHEDULE” and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.
This Agreement is made as of _________________, 200__,

Between

Tsawwassen First Nation
131 North Tsawwassen Drive, Delta, BC, V4M 4G2

(the "Grantor")

And:

Terasen Gas Inc., a corporation incorporated under the laws of the Province of British Columbia having an office at 3700 2nd Avenue, Burnaby, British Columbia, V5C 6S4

("Terasen")

WHEREAS:

A. The Grantor, Canada and the Province of British Columbia have entered into a Final Agreement as hereinafter defined; and

B. In accordance with the Final Agreement, the Grantor wishes to grant to Terasen a right-of-way with respect to the Grantor's Lands as hereinafter defined,

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto covenant and agree as follows:

1.0 Definitions

1.1 In this Agreement:

"Area of the Works" means those portions of the Lands located within one (1) metre of either side from the diameter of the Works;

"Affiliate" has the meaning ascribed to it in the Business Corporations Act, S.B.C. 2002, c.57, as amended or replaced from time to time;

"Agreement" means this right-of-way agreement and all schedules attached to it;

"Environment" means all the components of the earth including, without limitation, all layers of the atmosphere, air, land (including, without limitation, all underground spaces and cavities and all lands submerged under water), soil, water (including, without limitation, surface and underground water), organic and inorganic matter and living organisms, the interacting natural systems that include the foregoing and all other external conditions or influences under which humans, animals and plants live or are developed;

"Excluded Area" means any right-of-way area or corridor that is not part of the Lands but in whole or in part passes through the Lands or is adjacent to such Lands;
"Final Agreement" means the Tsawwassen First Nation Final Agreement among the Grantor, Canada and British Columbia;

"Lands" means the lands and premises as are legally described in Schedule “A” and as are shown in Schedule “B”, which are both attached to this Agreement;

"Right-of-Way" means the tenure and those rights, privileges, licenses, liberties and permits granted to and held by Terasen as set out in this Agreement;

"Right-of-Way Area" means, collectively, the Works Area and the Area of the Works;

"Works" means all above ground or underground things and components owned or operated by Terasen, necessary or convenient for the purpose of transmitting, transporting and distributing natural and artificial gas and other gaseous or liquid hydrocarbons or any product or by-product thereof on, over, under, across and through the Works Area, in whole or in part, by any means, including one or more underground pipelines of any kind or dimension with any above ground and underground valves, structures, meters and other appliances and fittings, and devices for inspection, controlling corrosion and erosion, all for use in connection with such pipeline(s), all as they may exist from time to time, and for greater certainty, includes alterations, extensions and additions to such Works as required from time to time;

"Works Area" means those portions of the Lands more particularly described in Part 3.0 of this Agreement.

1.2 With respect to any obligation on the part of Terasen under this Agreement, any reference to Terasen includes its servants, officers, employees, agents, contractors, sub-contractors, invitees, licensees, successors, permitted assigns, and those for whom Terasen is responsible in law.

2.0 Grant of Right-of-Way

2.1 Effective as of the date of this Agreement, the Grantor grants a Right-of-Way over the Lands to Terasen commencing on the date written above and continuing for so long as any of the Right-of-Way is required by Terasen, which Right-of-Way shall confer on Terasen, the right, privilege, liberty and permit to:

a. use the Works Area as follows:

   i. to excavate for, construct, install, erect, abandon, replace, extend, upgrade, operate, maintain, alter, remove and repair the Works on, over, under, across and through the Works Area;

   ii. to clear the Works Area and keep it cleared (including pruning or removal) of any trees or growth at any time located therein; and

   iii. generally, to do all such other acts or things on the Works Area as may reasonably be necessary or incidental to the business of Terasen in connection with any of the foregoing;

b. use the Area of the Works as follows:

   i. to enter, work, inspect, patrol, pass and repass upon, on, and along the Area of the Works;

   ii. to clear the Area of the Works and keep it cleared of all or any part of any obstruction, improvement or other matter which, in the reasonable opinion of Terasen, might interfere with or endanger the Works, disrupt service to Terasen's
customers, or pose a hazard to the Works or persons in relation to the Works;

iii. to clear the Area of the Works and keep it cleared (including pruning or removal) of all or any part of any trees or growth which do or might, in the reasonable opinion of Terasen, interfere with or endanger the Works, disrupt service to Terasen's customers, or pose a hazard to the Works or persons in relation to the Works; and

c. to enjoy further rights as follows:

i. Terasen may, with the prior written consent of the Grantor, and any party with a registered interest in the affected areas, such consent not to be unreasonably withheld, delayed or conditioned, cut trees outside the Area of the Works, if in the reasonable opinion of Terasen such trees would threaten to damage the Works or pose a hazard to the Works or persons in relation to the Works;

ii. Terasen may pass and repass over existing roads on the Lands for access to and from the Area of the Works, and in the event that such roads become closed to the public for any reason, the Grantor shall nonetheless provide Terasen access to such roads for the purpose for ingress and egress to and from the Area of the Works, to the extent reasonably practicable, or to such alternative access as may be available, at no additional cost to Terasen;

iii. If no such road access is available, Terasen may have access to and over other portions of the Lands for access to and from the Area of the Works, provided that such access has been approved by the Grantor, such approval not to be unreasonably withheld or delayed, and by any other person having an interest in such portion or portions; provided that such approval is not required if access is necessary for determining consumption or usage of services, in emergency situations or for normal surveillance or safety inspection purposes;

iv. Terasen may enter onto the Lands outside the Area of the Works for the purpose of undertaking works to protect any Works located within the Lands or within an Excluded Area or to protect persons and property that may be at risk from such Works, provided that:

A. Terasen will deliver to the Grantor for prior approval a written work plan describing the proposed work on the Lands;

B. the Grantor will not unreasonably withhold or delay approval of such work plan and will not impose any unreasonable conditions relating to the granting of such approval and shall take into consideration the effect of the proposed work, the cost of the proposed work compared to the cost of alternate solutions and the extent of the risk of not undertaking the work. If Terasen and the Grantor, each acting reasonably, cannot agree on a work plan within 30 days of receipt by the Grantor of the work plan proposed by Terasen, then either party may refer the disagreement to dispute resolution under section 17.1 of this Agreement; and

C. in the event that any damage to the Lands results from the implementation of the work plan by Terasen, Terasen will repair and restore the damaged portion of the Lands as near as is reasonably feasible, to their condition prior to the implementation of the work plan or, at Terasen's discretion, pay to the Grantor appropriate compensation in respect of such damage.
2.2 Notwithstanding the foregoing, if Terasen determines in its reasonable judgment that an emergency situation exists or there are imminent safety concerns or risk of public harm, Terasen may, without approval of the Grantor, undertake works and take such steps on the Lands as are reasonably required to be taken immediately in order to protect the Works located within the Lands or within an Excluded Area, or to protect persons and property that may be at risk from such Works, and in that event Terasen will as soon as reasonably possible thereafter notify the Grantor.

3.0 Works Area

3.1 The Works Area consists of all portions of the Lands reasonably required by Terasen for the following:

a. those Works existing at the date of this Agreement;

b. any additional Works constructed adjacent to, along the sides of and across any of the Grantor’s roads from time to time existing on or through the Lands;

c. any additional Works that provide services to any lands adjacent to any roads from time to time existing on or through the Lands; and

any such other portions of the Lands as are from time to time consented to in writing by the Grantor, or any delegate appointed by the Grantor.

3.2 The parties agree that the sketch plan attached to this Agreement as Schedule “C” reasonably represents the Works existing as of the date of this Agreement. As and when new works are added to the Lands by Terasen, the parties will update Schedule “C” to reflect such new works, it being the intention of the parties for this Agreement and all of its terms and provisions to apply to such new works in their entirety.

3.3 Nothing in this Part 3.0 is intended to affect the rights of Terasen to make arrangements directly with a person in legal possession of any lands for the construction, operation and maintenance of the Works and all matters incidental thereto.

4.0 Non-Exclusive Use

4.1 Notwithstanding anything else in this Agreement, Terasen acknowledges and agrees that:

a. this Agreement does not grant a fee simple interest in the Lands to or in favour of Terasen; and

b. the Grantor may grant to third parties other interests on the Right-of-Way Area upon prior written notice to Terasen, provided that any such grant of other interests shall not compromise or, by action of the Grantor or the grantee, damage, disrupt, adversely affect or interfere with the use by Terasen of the Works or Right-of-Way Area.

5.0 Protection of the Environment

5.1 Terasen will undertake activities permitted under this Agreement having regard for the impact on the Environment, and will take prudent measures to minimize the danger or disruption to the Environment.

6.0 Covenants of Terasen

6.1 Terasen covenants with the Grantor to:
a. pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Terasen, which relate to the Right-of-Way Area and which Terasen is liable to pay;

b. keep the Right-of-Way Area, and any Works, in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of the Right-of-Way Area by Terasen, provided that Terasen has no obligation to keep any roads within the Right-of-Way Area suitable for use by anyone except Terasen;

c. bury and maintain all underground Works as may be required so as not to unduly interfere with the drainage of the Lands;

d. take all reasonable steps and precautions to minimize disturbance of any archaeological material discovered by Terasen on the Right-of-Way Area, and to immediately notify the Grantor;

e. not bury debris or rubbish of any kind on the Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds; and

f. not commit or suffer any willful or voluntary waste, spoil or destruction on the Right-of-Way Area, or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the Grantor, except to the extent required by Terasen, acting reasonably, to exercise the rights granted herein.

7.0 New Works Constructed by Terasen

7.1 Prior to undertaking construction on the Lands of any new Works which are not alterations, extensions or additions to existing Works, Terasen, will deliver to the Grantor for prior approval, a sketch plan showing with reasonable accuracy the location of any new Works, which approval will not be unreasonably withheld, delayed or conditioned.

8.0 Relocation of Works Due to Change

8.1 If a material change occurs to the Lands, such as erosion, which for any reason makes the continued use of any portion of the Right-of-Way Area unsuitable for the continued operation and maintenance of any of the Works, then the Grantor will consent, which consent will be, at no cost to Terasen, to the relocation and replacement of such Works to a new location on the Lands, as follows:

a. Terasen will, before undertaking any work, deliver a sketch plan to the Grantor indicating the contemplated relocation of the Works for approval by the Grantor, which approval will not be unreasonably withheld, delayed or made subject to any unreasonable conditions;

b. Terasen will take into account any likely material adverse effect of the relocated Works on adjacent lands, and the Grantor will take into account the cost efficiencies of the location selected by Terasen for the relocated Works in relation to alternative locations;

c. the relocated Works will be covered by the terms and conditions of this Agreement; and

d. subject to the foregoing, the cost of such relocation will be borne by Terasen.

9.0 Relocation of Works at the request of the Grantor

9.1 If the Grantor requires a portion of the Right-of-Way Area for other purposes, then upon written request by the Grantor, Terasen will relocate any Works in the Right-of-Way Area to a new location on the Lands, provided that:
a. the new location is, in the reasonable opinion of Terasen, suitable for use for the relocated Works considering construction, maintenance and operation, and cost factors;

b. the Grantor gives Terasen reasonable notice to permit proper design, planning and construction of the Works to be relocated;

c. the Grantor agrees to pay all reasonable costs and expenses, including costs of design, supervision and construction (before any relocation, the Grantor will pay the costs and expenses as estimated by Terasen, with appropriate adjustments made based on actuals after the relocation is complete); and

d. without any further action required on the part of the parties, a new Right-of-Way will be deemed to have been established upon the terms and conditions of this Agreement, which will apply to and cover such relocated Works.

10.0 Fencing and Use of the Right-of-Way Area

10.1 Except for the purpose of protecting any necessary above ground Works, Terasen will not fence the Right-of-Way Area without the prior consent of the Grantor. Any present or future lessees or permittees having any rights with respect to the Right-of-Way Area are, subject to the rights granted to Terasen herein, to be allowed free access to the Right-of-Way Area and the use of the same except for:

a. making, placing, erecting or maintaining any building, structure, excavation, pile of material or obstruction or planning any growth on the Area of the Works which, in the reasonable opinion of Terasen might interfere with or endanger the construction, operation, maintenance or removal of the Works or might reasonably obstruct access by Terasen to the Works; or

b. doing any act or thing that might reasonably interfere with or damage the Works or create or increase any hazards to persons in relation to the Works; or

c. doing anything that would contravene the provisions of the Gas Utility Act, Pipeline Act, or Gas Safety Regulations pursuant to the Safety Standards Act, all as amended from time to time.

11.0 Inspections

11.1 It will be lawful for the Grantor at all reasonable times to enter upon the Right-of-Way Area for the purpose of examining the Works Area and the Works.

12.0 Restoration

12.1 When a portion of the Works Area is no longer required for the Works, Terasen will restore the ground surface to the affected portion of the Works Area, as near as is reasonably possible to its condition prior to the installation of the Works, including the removal of any above ground Works.

12.2 Section 12.1 will survive the termination or expiration of this Agreement.

13.0 Removal of Works

13.1 On the termination or expiration of this Agreement, Terasen may, subject to the consent of the Grantor, abandon the Works and transfer to the Grantor all ownership, right and interest in the whole or in part of the Works. If the consent of the Grantor is not obtained within one year after
the date of the termination or expiration of this Agreement, Terasen will remove the Works, where practicable, as soon as reasonably possible in the circumstances.

13.2 Terasen will remain liable for any environmental damage to the Lands arising from any below ground Works that remain on or in that portion of the Right-of-Way Area after the termination or expiration of this Agreement, except that if the Grantor uses or authorizes the use of the remaining below ground Works for any purpose, then Terasen will not be liable for any environmental damage caused by the Grantor’s use or other use authorized by the Grantor.

13.3 Sections 13.1 and 13.2 will survive the termination or expiration of this Agreement.

14.0 Covenants of the Grantor

14.1 The Grantor covenants with Terasen that:

a. subject to subsection 4.1(b), Terasen shall and may peaceably enjoy and hold the Right-of-Way without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any other person lawfully claiming from or under the Grantor, provided however that nothing in this section 14.1 shall limit the Grantor’s right of inspection pursuant to section 11.1.

b. the Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, fill, obstruction, equipment, thing or inflammable substance, or plant any growth upon the Area of the Works, if any such action or thing:

i. may reasonably interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;

ii. may reasonably obstruct access to the Works or any part thereof by those authorized by Terasen;

iii. may by its operation, use, maintenance or existence on the Area of the Works, reasonably create or increase any hazard to persons or property in relation to the Works; or

iv. contravene the provisions of the Gas Utility Act, Pipeline Act or Gas Safety Regulations pursuant to the Safety Standards Act, all as amended from time to time;

c. the Grantor will not carry out blasting or aerial logging operations on or adjacent to the Area of the Works without prior written permission from Terasen, which permission will not be unreasonably withheld, delayed or accompanied by unreasonable conditions; and

d. the Grantor will not diminish or increase the ground elevation in the Right-of-Way Area by any method, including piling any material or creating any excavation, drain or ditch in the Right-of-Way Area, unless permission in writing from Terasen has first been received, which permission will not be unreasonably withheld, delayed or accompanied by unreasonable conditions.

15.0 Compensation for Damages

15.1 Subject to the Right-of-Way granted herein, Terasen covenants with the Grantor that if Terasen damages any structures, buildings, fixtures, improvements, chattels, animals, crops or merchantable timber owned by the Grantor anywhere on the Lands, and such damage is not
caused as a result of the Grantor's breach of the terms of this Agreement or the negligent or willful act of the Grantor or its contractors, agents or permittees, that Terasen will:

a. compensate the Grantor for such damage to structures, buildings, fixtures, improvements, chattels, animals, crops, or merchantable timber; or

b. within a reasonable period of time, repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the occurrence of the damage.

15.2 Despite section 15.1, Terasen covenants with the Grantor that Terasen will pay compensation to the Grantor, in accordance with generally accepted principles of timber valuation, for any merchantable timber cut or damaged by Terasen on the Lands or adjacent to the Right-of-Way Area and the parties agree that on payment, title to any timber cut on the Lands under this Agreement will vest in Terasen.

16.0 Indemnity and Interest

16.1 Terasen will at all times save harmless, indemnify and keep indemnified the Grantor against and be responsible for all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:

a. the escape, ignition or explosion from whatever cause whatsoever of natural gas from the Works;

b. any breach, violation or non-performance by Terasen of any of Terasen's covenants, conditions or obligations under this Agreement; or

c. any act or omission on the part of Terasen in respect of or in relation to the Works including the construction, maintenance, operation, decommissioning or removal of same.

16.2 Terasen will at all times hereafter pay to the Grantor the amount of any loss or damage which may be suffered or sustained by the Grantor by reason of or arising out of the matters set forth in section 16.1, including reasonable administration and legal costs, provided that Terasen has the right to take up the defense of any such matters and the Grantor agrees not to admit liability for, settle or compromise any such matters without the express written consent of Terasen.

17.0 Dispute Resolution

17.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

a. the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

b. either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute; and

c. if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) or any further period of time agreed to by the parties, then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution in accordance with the provisions of the British Columbia Commercial Arbitration Act. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this subsection for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.
18.0 Runs With the Land

18.1 This Agreement runs with and binds the Lands to the extent necessary to give full force and effect to this Agreement.

19.0 Assignment

19.1 This Agreement and the Right-of-Way granted herein:

a. may not be assigned in part or in whole or otherwise transferred without the prior written consent of the Grantor, which consent will not be unreasonably withheld, delayed or accompanied by unreasonable conditions; but

b. may be assigned or otherwise transferred to an Affiliate without the consent of the Grantor.

20.0 Notice

20.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the following addresses:

To the Grantor:  Tsawwassen First Nation
131 North Tsawwassen Drive
Delta, BC  V4M 4G2
Attn:  Fax:  (604) 943-9226

To Terasen:  Terasen Gas Inc.
3700 2nd Avenue,
Burnaby, British Columbia
V5C 6S4
Fax:  (604) 293-8640
Attn:  Senior Counsel

20.2 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

a. if it was delivered personally or by courier, on the next business day;

b. if it was sent by fax, on the next business day; or

c. if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

20.3 A change of address by a party may be given to the other in accordance with this provision.

21.0 General

21.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach.
Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.

21.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, or by statute.

21.3 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

21.4 Any party to this Agreement may register this Agreement in any land registry system established or used by the Grantor for lands within its jurisdiction. At the request of any party to this Agreement, all parties will cooperate in executing any documents or plans required to accomplish the registration of this Agreement and to preserve the substance and priority of this Agreement in relation to those portions of the Lands affected by this Agreement.

21.5 A delegate appointed by the Grantor may provide Terasen with all commentary, authorizations and approvals required pursuant to this Agreement including without limitation, all commentary, authorizations or approvals required in relation to work plans, sketch plans, access to the Area of the Works, and relocations or replacements of any Works as contemplated in this Agreement.

21.6 This Agreement may not be amended except by written agreement signed by both parties to this Agreement.

22.0 Interpretation

22.1 In this Agreement:

a. all attached schedules form an integral part of this Agreement;

b. the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement; and

c. if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination.
IN WITNESS WHEREOF the parties have duly executed this Agreement, as of the date first reference above.

**Terasen Gas Inc.**
by its authorized signatory,

____________________________________
(Signature)

____________________________________
(Name of signatory -- printed)

Title

**Tsawwassen First Nation**
by its authorized signatory,

____________________________________
(Signature)

____________________________________
(Name of signatory -- printed)

Title
SCHEDULE "A"

Legal Description of Lands
SCHEDULE "B"

Map of the Lands
SCHEDULE "C"

Plan and Description of Existing Works, to be amended as per section 3.2
APPENDIX D–9

Applicable Forms of Document for Interests on Tsawwassen Lands

Document 6 - Broadband Communications Distribution Works Right Of Way Agreement

(Delta Cable Communications Ltd.)
LAND TITLE ACT  
FORM C  
(Section 233)  
Province of  
British Columbia  
GENERAL INSTRUMENT – PART 1  
(This area for Land Title Office use)  
 PAGE 1 of 10 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*  
(PID)  
(LEGAL DESCRIPTION)

3. NATURE OF INTEREST:  
DESCRIPTION  
DOCUMENT REFERENCE  
(PAGE AND PARAGRAPH)  
PERSON ENTITLED TO INTEREST  
RIGHT OF WAY  
TRANSFEEER

4. TERMS: Part 2 of this instrument consists of (select one only)  
(a) Filed Standard Charge Terms  
(b) Express Charge Terms  
(c) Release

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): *  
TSAWWASSEN FIRST NATION

6. TRANSFEEER(S): (including postal address(es) and postal code(s)) *  
DELTA CABLE COMMUNICATIONS LTD., 5381 48th Avenue, Delta BC V4K 1W7

7. ADDITIONAL OR MODIFIED TERMS: *  
N/A

* If space insufficient, enter “SEE SCHEDULE" and attach schedule in Form E.

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any:

156
Execution Date

Officers Signature(s)  Party(ies) Signature(s)

Y M D

Officer Certification:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter “SEE SCHEDULE” and attach schedule in Form E
** If space insufficient, continue executions on additional page(s) in Form D.
This Agreement is made as of __________________, 200__,

Between

Tsawwassen First Nation
131 North Tsawwassen Drive, Delta, BC, V4M 4G2

(the “Grantor”)

And:

Delta Cable Communications Ltd., a corporation incorporated under the laws of the Canada

(“Delta Cable”)

WHEREAS:

A. The Grantor, Canada and the Province of British Columbia have entered into a Final Agreement as hereinafter defined; and

B. In accordance with the Final Agreement, the Grantor wishes to grant to Delta Cable a right-of-way with respect to the Grantor’s Lands as hereinafter defined.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto covenant and agree as follows:

1.0 Definitions

1.1 In this Agreement:

“Area of the Works” means those portions of the Lands located within six (6) metres of either side of the center of the alignment of the Works;

“Affiliate” has the meaning ascribed to it in the Business Corporations Act, S.B.C. 2002, c.57, as amended or replaced from time to time;

“Agreement” means this right-of-way agreement and all schedules attached to it;

“Broadband Communications Works” means all things and components, using any type of technology, necessary or convenient for the purpose of broadband communications on, over, under, across and through the Works Area, in whole or in part, by any means, including poles, guy wires, brackets, crossarms, insulators, transformers, anchors, attachments, lines, access nodes and cables, including fibre optic cables, in whole or in part and underground conduits, lines and pipes of every kind, underground cables, including fibre optic cables, together with all ancillary appliances, fittings and cabinets and above ground or underground equipment shelters, but excluding towers;

“Environment” means all the components of the earth including, without limitation, all layers of the atmosphere, air, land (including, without limitation, all underground spaces and cavities and
all lands submerged under water), soil, water (including, without limitation, surface and
underground water), organic and inorganic matter and living organisms, the interacting natural
systems that include the foregoing and all other external conditions or influences under which
humans, animals and plants live or are developed;

"Excluded Area" means any right-of-way area or corridor that is not part of the Lands but in
whole or in part passes through the Lands or is adjacent to such Lands;

"Final Agreement" means the Tsawwassen First Nation Final Agreement among the Grantor,
Canada and British Columbia;

"Lands" means the lands and premises as are legally described in Schedule “A” and as are
shown in Schedule “B”, which are both attached to this Agreement;

"Right-of-Way" means the tenure and those rights, privileges, licenses, liberties and permits
granted to and held by Delta Cable as set out in Part 2.0 of this Agreement;

"Right-of-Way Area" means, collectively, the Works Area and the Area of the Works;

"Works" as it relates to the rights and responsibilities of Delta Cable means the Broadband
Communications Works of Delta Cable and its Affiliates, all as they may exist from time to time;
and

"Works Area" means those portions of the Lands more particularly described in Part 3.0 of this
Agreement.

1.2 With respect to any obligation on the part of Delta Cable under this Agreement, any reference to
Delta Cable includes its servants, officers, employees, agents, contractors, sub-contractors,
invitees, licensees, successors, permitted assigns, and those for whom Delta Cable is
responsible in law.

2.0 Grant of Right-of-Way

2.1 Effective as of the date of this Agreement, the Grantor grants a Right-of-Way over the Lands to
Delta Cable commencing on the date written above and continuing for so long as any of the
Right-of-Way is required by Delta Cable, which Right-of-Way shall confer on Delta Cable, the
right, privilege, liberty and permit to:

a. use the Works Area as follows:
   i. to excavate for, construct, install, erect, abandon, replace, extend, upgrade,
      operate, maintain, alter, remove and repair the Works on, over, under, across
      and through the Works Area;
   ii. to clear the Works Area and keep it cleared (including pruning or removal) of any
       trees or growth at any time located therein; and
   iii. generally, to do all such other acts or things on the Works Area as may
       reasonably be necessary or incidental to the business of Delta Cable in
       connection with any of the foregoing;

b. use the Area of the Works as follows:
   i. to enter, work, inspect, pass and repass upon, on, and along the Area of the
      Works;
ii. to clear the Area of the Works and keep it cleared of all or any part of any obstruction, improvement or other matter which, in the reasonable opinion of Delta Cable, might interfere with or endanger the Works, disrupt service to Delta Cable’s customers, or pose a hazard to the Works or persons in relation to the Works;

iii. to clear the Area of the Works and keep it cleared (including pruning or removal) of all or any part of any trees or growth which do or might, in the reasonable opinion of Delta Cable, interfere with or endanger the Works, disrupt service to Delta Cable’s customers, or pose a hazard to the Works or persons in relation to the Works; and

c. to enjoy further rights as follows:

i. Delta Cable may, with the prior written consent of the Grantor, and any party with a registered interest in the affected areas, such consent not to be unreasonably withheld, delayed or conditioned, cut trees outside the Area of the Works, if in the reasonable opinion of Delta Cable such trees would threaten to damage the Works or pose a hazard to the Works or persons in relation to the Works;

ii. Delta Cable may pass and repass over existing roads on the Lands for access to and from the Area of the Works, and in the event that such roads become closed to the public for any reason, the Grantor shall nonetheless provide Delta Cable access to such roads for the purpose of ingress and egress to and from the Area of the Works, to the extent reasonably practicable, or to such alternative access as may be available, at no additional cost to Delta Cable;

iii. If no such road access is available, Delta Cable may have access to and over other portions of the Lands for access to and from the Area of the Works, provided that such access has been approved by the Grantor, such approval not to be unreasonably withheld or delayed, and by any other person having an interest in such portion or portions; provided that such approval is not required if access is necessary for determining consumption or usage of services, in emergency situations or for normal surveillance or safety inspection purposes;

iv. Delta Cable may enter onto the Lands outside the Area of the Works for the purpose of undertaking works to protect any Works located within the Lands or within an Excluded Area or to protect persons and property that may be at risk from such Works, provided that:

A. Delta Cable will deliver to the Grantor for prior approval a written work plan describing the proposed work on the Lands;

B. the Grantor will not unreasonably withhold or delay approval of such work plan and will not impose any unreasonable conditions relating to the granting of such approval and shall take into consideration the effect of the proposed work, the cost of the proposed work compared to the cost of alternate solutions and the extent of the risk of not undertaking the work. If Delta Cable and the Grantor, each acting reasonably, cannot agree on a work plan within 30 days of receipt by the Grantor of the work plan proposed by Delta Cable, then either party may refer the disagreement to dispute resolution under section 17.1 of this Agreement; and

C. in the event that any damage to the Lands results from the implementation of the work plan by Delta Cable, Delta Cable will repair
and restore the damaged portion of the Lands as near as is reasonably feasible, to their condition prior to the implementation of the work plan or, at Delta Cable’s discretion, pay to the Grantor appropriate compensation in respect of such damage.

2.2 Notwithstanding the foregoing, if Delta Cable determines in its reasonable judgment that an emergency situation exists or there are imminent safety concerns or risk of public harm, Delta Cable may, without approval of the Grantor, undertake works and take such steps on the Lands as are reasonably required to be taken immediately in order to protect the Works located within the Lands or within an Excluded Area, or to protect persons and property that may be at risk from such Works, and in that event Delta Cable will as soon as reasonably possible notify thereafter the Grantor.

3.0 Works Area

3.1 The Works Area consists of all portions of the Lands reasonably required by Delta Cable for the following:

a. those Works existing at the date of this Agreement;

b. any additional Works constructed adjacent to, along the sides of and across any of the Grantor’s roads from time to time existing on or through the Lands;

c. any additional Works that provide services to any lands adjacent to any roads from time to time existing on or through the Lands; and

any such other portions of the Lands as are from time to time consented to in writing by the Grantor, or any delegate appointed by the Grantor.

3.2 The parties agree that the sketch plan attached to this Agreement as Schedule “C” reasonably represents the Works existing as of the date of this Agreement. As and when new works are added to the Lands by Delta Cable, the parties will update Schedule “C” to reflect such new works, it being the intention of the parties for this Agreement and all of its terms and provisions to apply to such new works in their entirety.

3.3 Nothing in this Part 3.0 is intended to affect the rights of Delta Cable to make arrangements directly with a person in legal possession of any lands for the construction, operation and maintenance of the Works and all matters incidental thereto.

4.0 Non-Exclusive Use

4.1 Notwithstanding anything else in this Agreement, Delta Cable acknowledges and agrees that:

a. this Agreement does not grant a fee simple interest in the Lands to or in favour of Delta Cable; and

b. the Grantor may grant to third parties other interests on the Right-of-Way Area upon prior written notice to Delta Cable, provided that any such grant of other interests shall not compromise or, by action of the Grantor or the grantee, damage, disrupt, adversely affect or interfere with the use by Delta Cable of the Works or Right-of-Way Area.

5.0 Protection of the Environment

5.1 Delta Cable will undertake activities permitted under this Agreement having regard for the impact on the Environment, and will take prudent measures to minimize the danger or disruption to the Environment.
6.0 **Covenants of Delta Cable**

6.1 Delta Cable covenants with the Grantor to:

   a. pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Delta Cable, which relate to the Right-of-Way Area and which Delta Cable is liable to pay;  

   b. keep the Right-of-Way Area, and any Works, in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of the Right-of-Way Area by Delta Cable, provided that Delta Cable has no obligation to keep any roads within the Right-of-Way Area suitable for use by anyone except Delta Cable;  

   c. bury and maintain all underground Works as may be required so as not to unduly interfere with the drainage of the Lands;  

   d. take all reasonable steps and precautions to minimize disturbance of any archaeological material discovered by Delta Cable on the Right-of-Way Area, and to immediately notify the Grantor;  

   e. not bury debris or rubbish of any kind on the Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds; and  

   f. not commit or suffer any willful or voluntary waste, spoil or destruction on the Right-of-Way Area, or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the Grantor, except to the extent required by Delta Cable, acting reasonably, to exercise the rights granted herein.

7.0 **New Works Constructed by Delta Cable**

7.1 Prior to undertaking construction on the Lands of any new Works which are not alterations, extensions or additions to existing Works, Delta Cable, will deliver to the Grantor for prior approval, a sketch plan showing with reasonable accuracy the location of any new Works, which approval will not be unreasonably withheld, delayed or conditioned.

8.0 **Relocation of Works Due to Change**

8.1 If a material change occurs to the Lands, such as erosion, which for any reason makes the continued use of any portion of the Right-of-Way Area unsuitable for the continued operation and maintenance of any of the Works, then the Grantor will consent, which consent will be, at no cost to Delta Cable, to the relocation and replacement of such Works to a new location on the Lands, as follows:

   a. Delta Cable will, before undertaking any work, deliver a sketch plan to the Grantor indicating the contemplated relocation of the Works for approval by the Grantor, which approval will not be unreasonably withheld, delayed or made subject to any unreasonable conditions;  

   b. Delta Cable will take into account any likely material adverse effect of the relocated Works on adjacent lands, and the Grantor will take into account the cost efficiencies of the location selected by Delta Cable for the relocated Works in relation to alternative locations;  

   c. the relocated Works will be covered by the terms and conditions of this Agreement; and
d. subject to the foregoing, the cost of such relocation will be borne by Delta Cable.

9.0 Relocation of Works at the request of the Grantor

9.1 If the Grantor requires a portion of the Right-of-Way Area for other purposes, then upon written request by the Grantor, Delta Cable will relocate any Works in the Right-of-Way Area to a new location on the Lands, provided that:

a. the new location is, in the reasonable opinion of Delta Cable, suitable for use for the relocated Works considering construction, maintenance and operation, and cost factors;

b. the Grantor gives Delta Cable reasonable notice to permit proper design, planning and construction of the Works to be relocated;

c. the Grantor agrees to pay all reasonable costs and expenses, including costs of design, supervision and construction (before any relocation, the Grantor will pay the costs and expenses as estimated by Delta Cable, with appropriate adjustments made, based on actuals, after the relocation is complete); and

d. without any further action required on the part of the parties, a new Right-of-Way will be deemed to have been established upon the terms and conditions of this Agreement, which will apply to and cover such relocated Works.

10.0 Fencing and Use of the Right-of-Way Area

10.1 Except for the purpose of protecting any necessary above ground Works, Delta Cable will not fence the Right-of-Way Area without the prior consent of the Grantor. Any present or future lessees or permittees having any rights with respect to the Right-of-Way Area are, subject to the rights granted to Delta Cable herein, to be allowed free access to the Right-of-Way Area and the use of the same except for:

a. making, placing, erecting or maintaining any building, structure, excavation, pile of material or obstruction or planning any growth on the Area of the Works which, in the reasonable opinion of Delta Cable might interfere with or endanger the construction, operation, maintenance or removal of the Works or might reasonably obstruct access by Delta Cable to the Works; or

b. doing any act or thing that might reasonably interfere with or damage the Works or create or increase any hazards to persons in relation to the Works.

11.0 Inspections

11.1 It will be lawful for the Grantor at all reasonable times to enter upon the Right-of-Way Area for the purpose of examining the Works Area and the Works.

12.0 Restoration

12.1 When a portion of the Works Area is no longer required for the Works, Delta Cable will restore the ground surface to the affected portion of the Works Area, as near as is reasonably possible to its condition prior to the installation of the Works, including the removal of any above ground Works.

12.2 Section 12.1 will survive the termination or expiration of this Agreement.
13.0 Removal of Works

13.1 On the termination or expiration of this Agreement, Delta Cable may, subject to the consent of the Grantor, abandon the Works and transfer to the Grantor all ownership, right and interest in the whole or in part of the Works. If the consent of the Grantor is not obtained within one year after the date of the termination or expiration of this Agreement, Delta Cable will remove the Works, where practicable, as soon as reasonably possible in the circumstances.

13.2 Delta Cable will remain liable for any environmental damage to the Lands arising from any below ground Works that remain on or in that portion of the Right-of-Way Area after the termination or expiration of this Agreement, except that if the Grantor uses or authorizes the use of the remaining below ground Works for any purpose, then Delta Cable will not be liable for any environmental damage caused by the Grantor's use or other use authorized by the Grantor.

13.3 Sections 13.1 and 13.2 will survive the termination or expiration of this Agreement.

14.0 Covenants of the Grantor

14.1 The Grantor covenants with Delta Cable that:

a. subject to subsection 4.1(b), Delta Cable shall and may peaceably enjoy and hold the Right-of-Way without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any other person lawfully claiming from or under the Grantor, provided however that nothing in this section 14.1 shall limit the Grantor's right of inspection pursuant to section 11.1.

b. the Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, fill, obstruction, equipment, thing or inflammable substance, or plant any growth upon the Area of the Works, if any such action or thing:

i. may reasonably interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;

ii. may reasonably obstruct access to the Works or any part thereof by those authorized by Delta Cable; or

iii. may by its operation, use, maintenance or existence on the Area of the Works, reasonably create or increase any hazard to persons or property in relation to the Works;

c. the Grantor will not carry out blasting or aerial logging operations on or adjacent to the Area of the Works without prior written permission from Delta Cable, which permission will not be unreasonably withheld, delayed or accompanied by unreasonable conditions; and

d. the Grantor will not diminish or increase the ground elevation in the Right-of-Way Area by any method, including piling any material or creating any excavation, drain or ditch in the Right-of-Way Area, unless permission in writing from Delta Cable has first been received, which permission will not be unreasonably withheld, delayed or accompanied by unreasonable conditions.
15.0 Compensation for Damages

15.1 Subject to the Right-of-Way granted herein, Delta Cable covenants with the Grantor that if Delta Cable damages any structures, buildings, fixtures, improvements, chattels, animals, crops or merchantable timber owned by the Grantor anywhere on the Lands, and such damage is not caused as a result of the Grantor’s breach of the terms of this Agreement or the negligent or willful act of the Grantor or its contractors, agents or permittees, that Delta Cable will:

a. compensate the Grantor for such damage to structures, buildings, fixtures, improvements, chattels, animals, crops, or merchantable timber; or

b. within a reasonable period of time, repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the occurrence of the damage.

15.2 Despite section 15.1, Delta Cable covenants with the Grantor that Delta Cable will pay compensation to the Grantor, in accordance with generally accepted principles of timber valuation, for any merchantable timber cut or damaged by Delta Cable on the Lands or adjacent to the Right-of-Way Area and the parties agree that on payment, title to any timber cut on the Lands under this Agreement will vest in Delta Cable.

16.0 Indemnity and Interest

16.1 Delta Cable will at all times save harmless, indemnify and keep indemnified the Grantor against and be responsible for all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:

a. any breach, violation or non-performance by Delta Cable of any of Delta Cable’s covenants, conditions or obligations under this Agreement; or

b. any act or omission on the part of Delta Cable in respect of or in relation to the Works including the construction, maintenance, operation, decommissioning or removal of same.

16.2 Delta Cable will at all times hereafter pay to the Grantor the amount of any loss or damage which may be suffered or sustained by the Grantor by reason of or arising out of the matters set forth in section 16.1, including reasonable administration and legal costs, provided that Delta Cable has the right to take up the defense of any such matters and the Grantor agrees not to admit liability for, settle or compromise any such matters without the express written consent of Delta Cable.

17.0 Dispute Resolution

17.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

a. the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

b. either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute; and

c. if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) or any further period of time agreed to by the parties, then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution in accordance with the provisions of the British Columbia Commercial Arbitration Act. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this subsection for a party to apply to a
court of competent jurisdiction at any time for interim or conservatory relief and for the
court to grant that relief.

18.0 Runs With the Land

18.1 This Agreement runs with and binds the Lands to the extent necessary to give full force and effect
to this Agreement.

19.0 Assignment

19.1 This Agreement and the Right-of-Way granted herein:

a. may not be assigned in part or in whole or otherwise transferred without the prior written
   consent of the Grantor, which consent will not be unreasonably withheld, delayed or
   accompanied by unreasonable conditions, but

b. may be assigned or otherwise transferred to an Affiliate without the consent of the
   Grantor.

20.0 Notice

20.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the
same will be in writing and will be forwarded to the following addresses:

To the Grantor:        Tsawwassen First Nation
                      131 North Tsawwassen Drive
                      Delta, BC V4M 4G2
                      Attn: 
                      Fax:  604-943-9226

To Delta Cable:        Delta Cable Communications Ltd.
                      5381 48th Avenue,
                      Delta, British Columbia
                      V4K 1W7
                      Fax:  604- 946-5627
                      Attention:  General Manager

20.2 If any question arises as to the date on which such notice was communicated to any party, it will
be deemed to have been given on the earlier of:

a. if it was delivered personally or by courier, on the next business day;

b. if it was sent by fax, on the next business day; or

c. if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by
mail.

20.3 A change of address by a party may be given to the other in accordance with this provision.
21.0 General

21.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.

21.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, or by statute.

21.3 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

21.4 Any party to this Agreement may register this Agreement in any land registry system established or used by the Grantor for lands within its jurisdiction. At the request of any party to this Agreement, all parties will cooperate in executing any documents or plans required to accomplish the registration of this Agreement and to preserve the substance and priority of this Agreement in relation to those portions of the Lands affected by this Agreement.

21.5 A delegate appointed by the Grantor may provide Delta Cable with all commentary, authorizations and approvals required pursuant to this Agreement including without limitation, all commentary, authorizations or approvals required in relation to work plans, sketch plans, access to the Area of the Works, and relocations or replacements of any Works as contemplated in this Agreement.

21.6 This Agreement may not be amended except by written agreement signed by both parties to this Agreement.

22.0 Interpretation

22.1 In this Agreement:

a. all attached schedules form an integral part of this Agreement;

b. the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement; and

c. if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination.
IN WITNESS WHEREOF the parties have duly executed this Agreement, as of the date first reference above.

**Delta Cable Communications Ltd.**
by its authorized signatory,

(Signature)

(Name of signatory -- printed)

Title

**TSAWWASSEN FIRST NATION,**
by its authorized signatory

Signature: __________________________

Name (Printed): __________________________

Title: __________________________
SCHEDULE "A"

Legal Description of Lands
SCHEDULE "B"

Map of Lands
SCHEDULE "C"

Plan and Description of Existing Works, to be amended as per section 3.2
APPENDIX D–9

Applicable Forms of Document for Interests on Tsawwassen Lands

Document 7 - Cable Landing Site Lease

(British Columbia Hydro and Power Authority)
LAND TITLE ACT
Form C
(Section 233)
Province of British Columbia
GENERAL INSTRUMENT - PART I  (This area for Land Title Office use)  Page 1 of 16 pages

1. Application: (Name, address, phone number and signature of applicant, applicant’s solicitor or agent)

2. Parcel Identifier and Legal Description of Land:
(PID)  (Legal Description)

3. Nature of Interest: *
   Description                                      Document Reference                                      Person Entitled to Interest
   (page and paragraph)                            ENTIRE DOCUMENT                                      LESSOR/LESSEE

4. Terms: Part 2 of this instrument consists of (select one only)
   (a) Filed Standard Charge Terms
   (b) Express Charge Terms
   (c) Release

   A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. Transferor(s):
   TSAWWASSEN FIRST NATION

6. Transferee(s): (including occupation(s), postal address(es) and postal code(s))
   BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, 8th Floor - 333 Dunsmuir Street,
   Vancouver, BC, V6B 5R3

7. Additional or Modified Terms: *

   If space insufficient, continue executions on additional page(s) in Form D.

8. Execution(s): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

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APPENDICES TSAWWASSEN FIRST NATION FINAL AGREEMENT

Officers Signature(s)  

Y  M  D  Party(ies) Signature(s)

Officer Certification:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.
LEASE

THIS LEASE dated for reference the ___ day of ___________ 20__,

BETWEEN:

TSAWWASSEN FIRST NATION
131 North Tsawwassen Drive, Delta, BC, V4M 4G2
(the “Lessor”)

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, 333 Dunsmuir
Street, Vancouver, British Columbia V6B 5R3
(“Hydro”)

WHEREAS:

A. Due to proposed development in 1969 of the Roberts Bank area in the vicinity of the Tsawwassen First Nation Indian Reserve by the National Harbours Board (“NHB”), it was determined between the Minister of Indian Affairs and Northern Development (“DIAND”) and NHB that the most appropriate site for the location of a proposed Hydro transmission cable installation and cable landing site was on the Tsawwassen Indian Reserve;

B. As authorized by Order in Council P.C. 1969-1036 (Registration No. 7575-248) and approved by Tsawwassen First Nation, DIAND and NHB entered into an agreement whereby Tsawwassen First Nation (“TFN”) would receive payment in the amount of $130,000 and the transfer of 13 acres of additional land in exchange for a right-of-way of 11.962 acres for Hydro’s transmission cable installation for so long as required, and a lease of 1.13 acres for the cable landing site for a term of 999 years, both of which commenced on June 1, 1969 (collectively referred to as the “Original Grant”);

C. The Original Grant is registered in the First Nations Land Registry System under Registration No. 1833-32;

D. The transfer of the Original Grant to Hydro was approved by TFN and authorized by Privy Council Order P.C. 1978-283 (Registration No. 57562);

E. As of [DATE], TFN, Canada and British Columbia have entered into a Final Agreement as hereinafter defined.

F. In accordance with the Final Agreement and the above Recitals, the parties intend for the lease for the cable landing site granted under the Original Grant to remain in effect and accordingly, the Lessor wishes to provide a replacement lease for the cable landing site to Hydro on substantially the same terms and conditions as contemplated in the Original Grant, as herein provided,

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements hereinafter contained, the Lessor hereby demises and leases the Leased Area to Hydro upon and subject to the following terms, conditions and covenants:
PART 1 - DEFINITIONS

Defined Terms

1.1 In this Lease:

a. "Access Road" means the portion of the Adjacent Lands shown outlined and hatched on the plan attached hereto as Schedule D and identified as the Access Road;

b. "Adjacent Lands" means those portions of the Lands adjacent to the Leased Area;

c. "Effective Date" means the date upon which the Final Agreement will take effect;

d. "Environmental Laws" means any government laws, rules, ordinances, regulations, orders or other edicts having the force of law now or hereafter in force (including without limitation the Environmental Management Act (British Columbia) and any amendments or replacements legislation or regulations thereto, and the principles of common law and equity) relating to the environment, health, safety, product liability or Hazardous Substances (including without limitation the use, manufacture, handling, transportation, production, disposal, discharge, storage or emission of Hazardous Substance or the terms of any permit issued for it) or the environmental conditions in, on, under or about the Leased Area, or in, on under or about adjoining lands but generated from the Leased Area;

e. "Final Agreement" means the Tsawwassen First Nation Final Agreement among the Lessor, Canada and British Columbia;

f. "Hazardous Substance" means any pollutants, contaminants, wastes, special wastes, or hazardous or toxic substances or materials including, without limitation those defined, judicially interpreted or identified in any federal, provincial, or local laws, by-laws, regulations, orders, guidelines and policies relating to the protection of the natural environment or public health and safety, including without limitation the Environmental Laws;

g. "Lands" means the lands and premises as are legally described in Schedule A and as are shown in Schedule C, which are both attached to this Lease;

h. "Leased Area" means the lands and premises as are legally described in Schedule B and as are shown in Schedule C, which are both attached to this Lease;

i. "Permitted Encumbrances" means the encumbrances more particularly described on Schedule B hereto;

j. "Term" means the term of 962 years commencing on June 1, 2006;

k. "Unavoidable Delay" means a delay in the performance of an act or compliance with a covenant caused by fire, strike, lock-out, or other casualty or contingency beyond the reasonable control of the party obligated to perform or comply with a provision of this Lease, but does not include any insolvency, lack of funds or other financial reason; and

l. "Works" means the submarine terminal cable landing facilities including without limitation all things and components, using any type of technology from time to time, necessary or convenient, for the purposes of distributing and/or transmitting electricity, telecommunications or communications by any method or process whatsoever, including poles, towers, antennae (except for monopole free standing antennae), anchors, guy wires, brackets, cross arms, insulators, foundations, overhead and underground...
conductors, wires, lines, cables and transformers, underground conduits and pipes, underground vaults, access nodes, cable protectors (metallic or concrete), gutters, sluices, splices, ballasts, support substances cabinets all ancillary appliances and fittings, reasonably required associated protective installations, and related works such as fencing for safety or security, devices and identifying colours for aircraft warning, and utility services for the operation of any of the foregoing.

PART 2 – DEMISE AND TERM

Demise

2.1 Subject to the Permitted Encumbrances, the Lessor leases the Leased Area to Hydro, and Hydro leases the Leased Area from the Lessor, to have and to hold for and during the Term and upon and subject to the terms of this Lease.

As Is/Where Is

2.2 Hydro is leasing the Leased Area on an as is/where is basis and acknowledges that the Lessor has made no representations to the fitness of the Leased Area for any purpose or the environmental condition of the Leased Area.

Access Easement

2.3 The Lessor hereby grants to Hydro a non-exclusive easement to access and egress to and from the Leased Area over the Access Road for the duration of the Term.

PART 3 - USE OF LEASED AREA AND COVENANTS

Permitted Use

3.1 Hydro will use the Leased Area for the purpose of a submarine terminal cable landing and related functions, including without limitation the right to excavate for, construct, install, erect, abandon, replace, extend, upgrade, operate, maintain, remove and repair the Works on, over, in, under, across and through the Leased Area.

3.2 Hydro in the exercise of rights under this Lease is only subject to industry standards, and applicable statutes, regulations, by-laws, and lawful requirements of any one or combination of federal and/or provincial authorities.

Management of Leased Area

3.3 Hydro may clear the Leased Area and keep it cleared of all or any part of any trees, growth, buildings or obstruction now or hereafter on the Leased Area which might, in the reasonable opinion of Hydro, interfere with or endanger the construction, erection, stringing, excavation for, installation, operation or maintenance of the Works or any part thereof.

3.4 Hydro may conduct vegetation management upon the Leased Area, such as the planting of vegetation compatible with the undertakings of Hydro, and the application of herbicides and pesticides, provided that Hydro will not conduct any aerial application of herbicides or pesticides on the Lands.
3.5 Hydro may ground any structures, installation or things, by whomsoever owned, from time to time situated anywhere on the Lands where, in the reasonable opinion of Hydro, such grounding will eliminate or reduce hazards to persons or property in relation to the Works.

3.6 Hydro may enter onto the Lands adjacent to the Leased Area for the purpose of undertaking works to protect any Works located within the Leased Area or to protect persons or property that may be at risk from such Works, provided that:

a. Hydro will before commencing such works deliver to the Lessor for approval a written work plan describing the proposed work on the Lands;

b. the Lessor will not unreasonably withhold, condition or delay approval of such work plan, and shall take into consideration the effect of the proposed work, the cost of the proposed work compared to the cost of alternate solutions and the extent of the risk of not undertaking the work;

c. Hydro will pay compensation for any damage to the Lands resulting from the implementation of the work plan; and

d. if Hydro determines in its reasonable judgement that an emergency situation exists or there are imminent safety concerns, then Hydro may, without approval of the Lessor, undertake works and take such steps on the Lands as are reasonably required to be taken immediately in order to protect the Works, or to protect persons or property that may be at risk from the Works, and in that event Hydro will as soon as reasonably possible thereafter notify the Lessor.

Covenants of Hydro

3.7 Hydro covenants with the Lessor to:

a. keep the Leased Area in a clean, orderly and sanitary condition;

b. not permit any debris, garbage, trash or refuse to be placed or left outside or on the Leased Area;

c. pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Hydro which relate to the Leased Area and which Hydro is liable to pay;

d. take all reasonable steps and precautions to minimize disturbance of any archaeological material discovered by Hydro on the Leased Area, and to immediately notify the Lessor; and

e. not commit or suffer any wilful or voluntary waste, spoil or destruction on the Leased Area, or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the Lessor, except to the extent required by Hydro acting reasonably, to exercise its rights under this Lease.

Environmental Requirements

3.8 Hydro agrees not to store, use, manufacture, sell, release, dispose, transport, handle, bring or allow to remain on, in or under any part of the Lands or the Leased Area any Hazardous Substance.
Covenants of Lessor

3.9 The Lessor agrees as follows:

a. not to make, place, erect or maintain any building, structure, pile of material or obstruction or plant any growth on areas adjacent to the Leased Area which, in the opinion of Hydro might interfere with or endanger the construction, erection, stringing, excavation for, installation, operation or maintenance of the Works or any part thereof, or might obstruct access by Hydro’s employees, agents, or licensees to the Works or any part therefore; and

b. not to carry out blasting or aerial logging operations on or adjacent to the Leased Area without permission in writing first received from Hydro, which permission shall not be unreasonably withheld.

PART 4 - INDEMNITY

Hydro’s Contractor’s Insurance

4.1 Hydro will require any contractor performing work on the Leased Area to carry and maintain, at no expense to the Lessor, commercial general liability insurance and other insurance in amounts and on terms reasonably determined by the Lessor and provide the Lessor with satisfactory proof of that insurance from time to time.

Indemnity

4.2 Hydro will not hold the Lessor liable in any way or claim against the Lessor for any loss of life, personal injury or damage to Leased Area arising from any occurrence in, on or related to the Leased Area, or occupancy or use of the Leased Area, except where caused by the Lessor or those for whom the Lessor is in law responsible.

4.3 Hydro will indemnify the Lessor and save it harmless from and against all claims, actions, damages, liabilities, costs and expenses in connection with the loss of life, personal injury or damage to Leased Area arising from Hydro’s occupancy or use of the Leased Area, or occasioned wholly or in part by an act or omission of the Hydro, its officers, employees, agents, customers, contractors or other invitees except where caused by the Lessor or those for whom the Lessor is in law responsible.

4.4 The indemnity provisions contained in section 4.3 are deemed to survive the expiry or earlier termination of this Lease.

Limitation of Liability

4.5 The Lessor will not be liable to Hydro in respect of any loss, injury or damage to Hydro or any other person for any loss, injury or damage arising from any occurrence in, on or related to the Leased Area, or any loss or damage to Leased Area (including loss of use thereof) howsoever except where the injury, loss, or damage is caused by the Lessor or those for whom the Lessor is in law responsible.
PART 5 - ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Hydro

5.1 Hydro may, without the consent of the Lessor, assign, mortgage, or encumber this Lease in whole or in part, or sublease all or any part of the Leased Area or permit the Leased Area to be used or occupied by any other person provided that such assignment, mortgage, encumbrance or subletting is necessary or desirable in Hydro's sole discretion, to fulfill Hydro's mandate under the Hydro Power and Authority Act or as may be further mandated by the Province of British Columbia, and provided Hydro provides written notice of same and in the event of any assignment, the assignee enters into an agreement with the Lessor where either the assignee assumes the obligations of Hydro under the Lease, or Hydro agrees in writing to retain all such obligations.

PART 6 - MAINTENANCE

Hydro's Maintenance

6.1 Hydro will at its costs:
   a. keep the Leased Area, in reasonably good, substantial and safe state of repair; and
   b. immediately reimburse the Lessor for the repair of any damage caused to any part of the Leased Area caused by or through the wilful act, negligence or omission of the Hydro, its officers, employees, agents, customers, contractors or other invitees.

Ownership of Improvements, Fixtures, Appurtenances and Attachments

6.2 The ownership of all improvements, fixtures, appurtenances and attachments on the Leased Area shall remain vested in Hydro until the end of the Lease.

Removal of Leasehold Improvements

6.3 Upon expiry of this Lease or if Hydro no longer requires the Leased Area Hydro will:
   a. dismantle and remove the Works with the exception of underground Works;
   b. remain liable for any environmental damage to the Leased Area arising from any underground Works that remain on or in the Leased Area, except that if the Lessor uses or authorizes the use of any of the remaining below ground Works for any purpose then Hydro will not be liable for any environmental damage caused by the Lessor's use, or authorized use and to the extent necessary, this covenant will survive the expiry or earlier termination of this Lease; and
   c. in its absolute discretion, be entitled to remove any improvements, fixtures, appurtenances and attachments present on the Leased Area from the Leased Area prior to the expiry of the Lease and any improvements, fixtures, appurtenances and attachments so removed shall continue to be owned by Hydro. Any improvements, leasehold improvements, fixtures, appurtenances and attachments not so removed shall be conveyed to the Lessor at the end of the Term.
PART 7 - MISCELLANEOUS

Quiet Enjoyment
7.1 Subject to the observance and performance by Hydro of all its obligations under this Lease, Hydro may use the Leased Area in accordance with the provisions of this Lease without interference by the Lessor, or any party claiming through the Lessor.

No Partnership
7.2 The Lessor does not in any way or for any purpose become a partner of, or joint venturer or a member of a joint enterprise of Hydro. No provision of this Lease is intended to create a relationship between the parties other than that of lessor and lessee.

Interpretation
7.3 Where the context requires, the singular includes the plural and vice versa, and the masculine, feminine and neuter include each other.

Registration
7.4 Hydro may register this Lease in any land registry system established or used by the Lessor for lands within its jurisdiction. At the request of either party to this Lease, both parties will cooperate in executing any documents or plans required to accomplish the registration of this Lease and to preserve the substance and priority of this Lease in relation to those portions of the Lands affected by this Lease.

No Waiver
7.5 The remedy by the Lessor or Hydro of a breach of an obligation in this Lease will not be considered to be a waiver of a subsequent breach of that or another obligation. No obligation in this Lease will be considered to have been waived by the Lessor or Hydro unless the waiver is in writing and signed.

Unavoidable Delay
7.6 If either the Lessor or Hydro is delayed, hindered in, or prevented from performing an act or complying with a covenant under this Lease by reason of Unavoidable Delay, the time for the doing of the act or complying with the covenant will be extended for a period equal to the period for which that Unavoidable Delay operates to prevent the act or thing required to be done or complied with. The party obligated to do the act or comply with the covenant will not be in default until the expiration of the time so extended. Each party will promptly notify the other of the occurrence of any Unavoidable Delay

Notices
7.7 All notices to be given pursuant to this Lease shall be in writing and shall be given by delivery or facsimile of the same to the address or facsimile number designated hereunder or to such other address or facsimile number as may be substituted therefore from time to time for the proper notice to a party hereunder. Where a notice is sent by facsimile, if it is received by a party prior to 4:00 p.m. local time on a business day, it shall be deemed to have been received on that business day, and otherwise such notice shall be deemed to be received on the business day next following its actual receipt. A party may change its address or facsimile number from time to time by giving written notice of such change to the other party in accordance with this paragraph. The respective addresses and facsimile numbers of the parties are as follows:
Time of Essence

7.8 Time will be of the essence in this Lease.

Severance

7.9 If any provision of this Lease or the application to any person of any provision is held to be invalid or unenforceable, the remainder of this Lease or its application will not be affected.

No Modification

7.10 No representation, understanding or agreement has been made or relied upon except as expressly set out in this Lease. This Lease may only be modified in writing signed by each party against whom the modification is enforceable.

Successors

7.11 This Lease binds and benefits the parties and their respective successors and permitted assigns.

Peaceful Surrender

7.12 Hydro will at the expiration of the Term, immediately surrender the Leased Area in a peaceable way and in the state of repair specified in this Lease.

Schedules

7.13 The Schedules attached to this Lease form part of this Lease.
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By:

__________________________________________
Authorized Signatory

TSAWWASSEN FIRST NATION, by its authorized signatory

Signature: ________________________________
Name (Printed): __________________________
Title: ________________________________
SCHEDULE “A”

DESCRIPTION OF THE LANDS

Legal Description
SCHEDULE “B”

DESCRIPTION OF THE LEASED AREA

Legal Description

Permitted Encumbrances:

a. subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown;

b. registered rights of way in favour of utilities and public authorities; and

c. charges registered on title to the Leased Area, at the time of the making of this Lease.
SCHEDULE “C”

MAP SHOWING LANDS and LEASED AREA
SCHEDULE “D”

PLAN OF THE ACCESS ROAD AREA
APPENDIX D–9

Applicable Forms of Document for Interests on Tsawwassen Lands

Document 8 - Drainage Ditch Right of Way Agreement

(Corporation of Delta)
LAND TITLE ACT
FORM C
(Section 233)
Province of
British Columbia

GENERAL INSTRUMENT – PART 1  (This area for Land Title Office use)  PAGE 1 of 10 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*  
   (PID)  (LEGAL DESCRIPTION)

   SEE SCHEDULE

3. NATURE OF INTEREST:  
   DESCRIPTION  DOCUMENT REFERENCE  PERSON
   (Page and paragraph)  ENTITLED TO INTEREST
   RIGHT OF WAY  TRANSFEREE

4. TERMS: Part 2 of this instrument consists of (select one only)
   (a) Filed Standard Charge Terms  □  D.F. No.
   (b) Express Charge Terms  ☑  Annexed as Part 2
   (c) Release  □  There is no Part 2 of this instrument

   A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): *
   TSAWWASSEN FIRST NATION

6. TRANSFEREE(S): (including postal address(es) and postal code(s)) *
   THE CORPORATION OF DELTA, 4500 CLARENCE TAYLOR CRESCENT, DELTA, BRITISH COLUMBIA, V4K 3E2

7. ADDITIONAL OR MODIFIED TERMS: *
   N/A

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any:
2. Parcel Identifier(s) and Legal Descriptions of Land

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter “SEE SCHEDULE” and attach schedule in Form E.
TERMS OF INSTRUMENT—PART 2

THIS AGREEMENT made [month, day, year]

BETWEEN:

[Tsawwassen First Nation] (the “Transferor”)

AND:

[Corporation of Delta] (the “Transferee”)

WHEREAS

A. The Transferor is the registered owner of that certain parcel or tract of land and premises known and described as follows:

   INSERT LEGAL DESCRIPTION

   (hereinafter called the “Lands”)

B. Section 218 of the Land Title Act, R.S.B.C. 1996, c. 250 enables the Transferor to grant in favour of the Transferee an easement without a dominant tenement to be known as a Statutory Right of Way;

C. The Transferee desires to obtain from the Transferor a Statutory Right of Way to construct certain Works on, over and under the hereinafter described portion of the Lands for drainage and irrigation purposes;

D. The Statutory Right of Way herein granted is necessary for the operation and maintenance of the Transferee's undertaking.

1.0 DEFINITIONS

1.1 In these terms of instrument and the pages attached hereto (either before or after this page), which together comprise the document (herein the “Document”):

a. “Agreement” means and includes the covenants, agreements and executions contained in the Document.

b. “Transferee” means the Corporation of Delta and is named as the Transferee in Item 6 of the attached Form C;

c. “Transferor” means the Tsawwassen First Nation and is named as the Transferor in Item 5 of the attached Form C;

d. “Works” means drainage and irrigation ditches, together with ancillary appliances, fittings building, fixtures, machinery, plant, equipment, apparatus or other improvements power poles, transmission lines, pipes, culverts, retaining walls, wing walls, manholes, meters, pumps, valves, and similar equipment, or any of them;
2.0 GRANT

2.1 The Transferor hereby grants to the Transferee the full, free and uninterrupted right, licence, liberty, privilege, easement and right of way in common with the Transferor over those portions of the Lands (which portions are collectively called the “Statutory Right of Way”) which are shown outlined in heavy black on Explanatory Plan No. [number] filed concurrently with this Agreement, a reduced copy of which plan is attached to this Agreement as Schedule A:

a. to enter over, on, in, and under the Statutory Right of Way to:
   i. conduct surveys and examinations;
   ii. dig up, remove and replace soil;
   iii. construct, install, operate, maintain, clean, cover with soil, alter, relocate, renew, inspect and replace the Works;

   for the purpose of conveying, draining, containing, protecting, metering and disposing of [water/storm water] in connection with the provision of [water drainage service] to the Lands;

b. to bring on to the Statutory Right of Way all materials and equipment the Transferee requires or desires for the Works;

c. to clear the Statutory Right of Way and keep it clear of anything which in the opinion of the Transferee constitutes or may constitute an obstruction to the use of the Statutory Right of Way or to the Works;

d. to cross over the Lands for reasonable access to the Statutory Right of Way and make reasonable ancillary use of the Lands for carrying out the Works; and

e. to do all acts which in the opinion of the Transferee are incidental to the foregoing.

3.0 DURATION

3.1 The duration of the Right of Way and the rights herein granted shall be for a term of twenty (20) years commencing on [Effective Date] (herein called the “Commencement Date”) unless cancelled in accordance with the terms hereof.

4.0 RESTRICTION OF RIGHT OF WAY

4.1 The Transferee acknowledges and agrees that the Right of Way over the Lands will be exercised only over those portions shown outlined in bold on the Statutory Right of Way Plan attached as Schedule “A”;

4.2 This Agreement shall not entitle the Transferee to exclusive possession of the Right of Way and the Transferor reserves the right to grant other dispositions of the Right of Way, or any part of it, for the purposes of public utilities, roads, water, sewer and drainage pipe systems, or any other purpose, so long as the grant does not materially affect or interfere with the exercise of the Transferee’s rights hereunder.

4.3 If a dispute should arise as to whether a subsequent disposition materially affects or interferes with the exercise of the Transferee’s rights hereunder then the dispute shall be referred to dispute resolution pursuant to sections 12.1 to 12.5 of this Agreement.
5.0 RELOCATION OF THE WORKS

5.1 If the Transferor for any reason whatsoever wishes to relocate the Works to a New Location (the “New Location”) it shall provide 180 days written notice to the Transferee of its intention to do so.

5.2 The New Location must be of sufficient size to accommodate the Works and be equally suitable for the purposes of the Transferee.

5.3 The Transferor will pay for any reasonable costs of moving the Works to the New Location. As full compensation for all other costs, expenses and damages that the Transferee may incur in connection with the relocation, including disruption and loss of business, the parties shall agree on a lump sum payment and failing agreement, the matter shall be referred to dispute resolution pursuant to sections 12.1 to 12.5.

5.4 The Parties will do all acts and execute all required documents, including a new or amended statutory right of way plan, to give effect to the New Location.

5.5 All other terms and condition of this Agreement will apply to the New Location for the balance of the original term.

6.0 COVENANTS OF THE TRANSFEEER

6.1 The Transferee covenants with the Transferor:

a. to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of the Transferee which relate to the Works (herein called “Realty Taxes”), and which the Transferee is liable to pay;

b. that no taxes, fees or other terms for the use of water for irrigation or for any other purpose shall be directly or indirectly charged to the Transferor by the Transferee other than as expressly authorized by this Agreement and the Transferee shall indemnify and hold harmless the Transferor for any taxes, fees or other terms the Transferee in the exercise of its statutory powers levies upon the Transferor.

c. to pay when due all charges for electricity, gas, water and other utilities supplied to the Lands for use by, on behalf of or with the permission of the Transferee;

d. to pay all accounts and expenses as they become due for work performed on or materials supplied to the Statutory Right of Way at the request, on the behalf or with the permission of the Transferee, except for money that the Transferee is required to hold back under the Builders Lien Act;

e. if any claim of lien over the Lands is made under the Builders Lien Act for work performed on or materials supplied to the Statutory Right of Way at the request, on the behalf or with the permission of the Transferee, the Transferee shall immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by the Transferee and the Transferee has taken the steps necessary to ensure that the claim of lien will not subject the Lands or any interest of the Transferee under this Agreement to sale or forfeiture;

f. to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Statutory Right of Way and the Works;
g. not to commit or suffer any wilful or voluntary waste, spoil or destruction on the portions of the Statutory Right of Way or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the Transferor, except to the extent required by the Transferee acting reasonably, to exercise its rights under this Agreement;

h. to take all reasonable steps and precautions to minimize the disturbance of any archaeological material discovered by the Transferee on the Lands and to immediately notify the Transferor;

i. not to bury debris or rubbish of any kind on the Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds;

j. to deliver to the Transferor from time to time, upon demand, proof of insurance provided for in subsection 6.1(q) and receipts or other evidence of payment of Realty Taxes, insurance premiums and other monetary obligations of the Transferee required to be observed by the Transferee pursuant to this Agreement;

k. to indemnify and save the Transferor harmless from and against all losses, damages, costs and liabilities including fees of solicitors and other professional advisors arising out of:

l. any breach, violation or non-performance by the Transferee of any of the Transferee’s covenants, conditions or obligations under this Agreement, or

m. any act or omission on the part of the Transferee in respect of or in relation to its Works including the construction, maintenance, operation or decommissioning or removal of its Works;

n. to keep the Statutory Right of Way in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of the Lands by the Transferee, and on written notice from the Transferor, rectify any failure to comply with such a covenant by making the Statutory Right of Way or any portion of the Lands or any Works thereon safe, clean and sanitary;

o. to permit the Transferor, or his authorized representative to enter upon the Statutory Right of Way at any time to examine its condition;

p. to use and occupy the Statutory Right of Way in accordance with the provisions of this Agreement;

q. exercise care not to damage the Lands or any improvements on the Lands and if the Transferee should cause any such damage, restore such damaged Lands or improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch or where the Transferee deems restoration to be impractical, reimburse the Transferor for all damage the Transferee has caused but not restored;

r. on the expiration or at the earlier cancellation of this Agreement,

s. to quit peaceably and deliver possession of the Statutory Right of Way to the Transferor;

t. to restore the Lands and Statutory Right of Way used by the Transferee to the reasonable satisfaction of the Transferor; and

u. to remove the Works and all buildings, machinery, apparatus, plant equipment, fixtures and other improvements to or things on the Statutory Right of Way from the Lands within
90 days, and any of the aforesaid improvements and things that remain thereafter shall be absolutely forfeited to and become the property of the Transferor;

and to the extent necessary, this covenant shall survive the expiration or cancellation of this Agreement;

v. to effect and keep in force during the term of this agreement, insurance protecting the Transferor and the Transferee (without any rights of cross-claim or subrogation against the Transferor) against any claims for personal injury, death, property damage or third party, or public liability claims arising from any accident or occurrence on the Lands to an amount not less than ONE MILLION DOLLARS ($1,000,000.00) except that so long as the Transferee is The Corporation of Delta, the Transferor will waive the requirements of this subsection on the delivery to the Transferor of confirmation that the Transferee is self-insured;

w. notwithstanding section 6.1(q), the Transferor may from time to time notify the Transferee that the amount of insurance posted by the Transferee pursuant to that subsection be changed and the Transferee shall, within 60 days of receiving such notice, cause the amount of insurance posted, pursuant to section 6.1(q) to be changed to the amount specified by the Transferor acting reasonably, in the notice and deliver to the Transferor written confirmation of the change, except that when the Transferee is self-insuring this subsection shall not apply; and

x. not to interfere with the rights of any other person to enter on and use the Statutory Right of Way and Lands under a prior or subsequent disposition granted by the Transferor so long as such use does not materially affect or interfere with the exercise of the Transferee's rights under this Agreement.

7.0 ASSIGNMENT

7.1 The Transferee shall not assign this Agreement or the interest of the Transferee in it or grant a license to occupy any part of the Lands without the prior written consent of the Transferor, which consent shall not be unreasonably withheld.

7.2 Notwithstanding section 7.1, the Transferee may, without the prior written consent of the Transferor:

(a) assign its interest in all or a part of the Lands to another local governmental authority; or

(b) sublicence its interest in all or part of the Lands to a Federal, Provincial or other governmental agency or department.

8.0 CANCELLATION

8.1 Should the Transferee omit, fail or neglect to carry out one of its obligations contained in this Agreement or do some act contrary to its obligations contained in this Agreement or otherwise breaches this agreement:

a. the Transferor shall provide notice of such breach in writing to the Transferee; and

b. the Transferee shall within thirty days of the receipt of notice or such longer period of time to which the parties may mutually agree, remedy the breach; and

b. if the breach is not remedied within thirty days or such further time as mutually agreed, then the Transferor may at its option either
d. cancel this Agreement and, notwithstanding subsection 6.1(p), the Works shall be forfeited to and become, the property of the Transferor, or

e. enter onto the Lands and rectify such default to the extent considered necessary by it and the cost of doing so shall be a debt due and owing to the Transferor by the Transferee with interest to accrue at the prime rate of bank as of the date of the notice.

8.2 If this Agreement is taken in execution or attachment by any person, or the Transferee commits an act of bankruptcy, becomes insolvent, is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors, the Transferor may, on 90 days written notice to the Transferee, cancel this Agreement and the rights herein granted.

8.3 If the Transferee ceases to use the Statutory Right of Way for the purposes permitted herein and the Transferee does not recommence its use of the Statutory Right of Way within 180 days of receipt of written notice from the Transferor, the Transferor may immediately cancel this Agreement and the rights herein granted.

8.4 The rights of the Transferor under sections 9.1 to 9.4 shall survive the expiration or earlier cancellation of this Agreement.

9.0 SECURITY

9.1 The security in the sum of $1.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Transferee to the Transferor (herein called the "Security") to guarantee the performance of the Transferee's obligations under this Agreement shall be maintained in effect until such time as the Transferor certifies in writing that such obligations have been fully performed. So long as the Transferee is The Corporation of Delta or other local governmental authority, the Transferor will waive the requirement of this section.

9.2 In the event the Transferee should default in the performance of any of its obligations hereunder, it shall be lawful for the Transferor, in its sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Transferor.

9.3 The rights of the Transferor under this section shall be deemed to continue in full force and effect notwithstanding the expiration or cancellation of this Agreement.

9.4 Notwithstanding any amount of Security stated to be required under section 9.1 the Transferor may from time to time by notice to the Transferee, demand the amount to be changed to that specified in a notice and the Transferee shall, within 60 days of such notice change the Security to that specified and provide the Transferor with evidence of the change, except that while Security is waived under section 9.1, this section shall not apply.

10.0 NOTICE

10.1 Where service of a notice or a document is required under this Agreement, the notice or document shall be in writing and shall be forwarded to the addresses for the Transferor and the Transferee specified on the first page of this Agreement.

10.2 If any question arises as to the date on which such notice or document was communicated to any party, it will be deemed to have been given:

a. on the next business day if it is delivered personally, or sent by courier or by fax; or

b. on the eighth day after its deposit in a Canada Post office at any place in Canada, if sent
by registered mail.

10.3 If there is a disruption in mail services caused by labour dispute, civil unrest or other events beyond the control of the parties, between mailing and actual receipt of such notice, the party sending such notice will re-send by courier, fax or other electronic means and such notice will only be effective if actually received.

10.4 Either party may, by notice in writing to the other, specify another address for service of notices under this Agreement and where another address is specified under this section, notices shall be delivered or mailed to that address in accordance with this section.

11.0 MISCELLANEOUS

11.1 A breach of any term, condition, covenant or other provision herein may only be waived in writing and any such waiver shall not be construed as or constitute a waiver of any further or other breach. Consent or approval of any act where consent or approval is required under this Agreement, shall not be construed as consent to or approval of any subsequent similar act.

11.2 No remedy set out in this Agreement is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

11.3 The terms and provisions of this Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.4 Time is of the essence in this Agreement.

12.0 DISPUTE RESOLUTION

12.1 In this section, "dispute" means any dispute arising out of or in connection with this Agreement.

12.2 The parties agree to attempt to resolve all disputes by negotiations conducted in good faith and to provide timely disclosure of all relevant facts, information and documents to further those negotiations.

12.3 If a dispute is not settled through direct negotiations either party may request the British Columbia International Commercial Arbitration Centre (BCICAC) to appoint a mediator to conduct mediation under its mediation rules of procedure.

12.4 If a dispute is not settled within 30 days of the appointment of the mediator or any further period of time agreed to by the parties, the parties may, by agreement, submit the dispute to a single arbitrator for final arbitration in accordance with the arbitration rules of procedure of the BCICAC.

12.5 If the parties fail to agree to submit the dispute to arbitration under section 12.4, or the BCICAC is unavailable or unable to administer the mediation or arbitration of a dispute under its rules of procedure, either party may commence proceedings in relation to the dispute in any court of competent jurisdiction.

13.0 INTERPRETATION

13.1 In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

13.2 The captions and headings contained in this Agreement are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.
13.3 Where in this Agreement there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires all statutes referred to herein are enactments of the Province of British Columbia.

13.4 If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

14.0 **IT IS MUTUALLY UNDERSTOOD, AGREED AND DECLARED** by and between the Parties hereto that

a. the covenants herein contained shall be covenants running with the Lands, and

b. none of the covenants herein contained shall be personal or binding upon the parties hereto **SAVE AND EXCEPT** during the Transferor’s ownership of the Lands but that the Lands shall, during the term of this agreement nevertheless, be and remain at all times charged therewith.

15.0 **AND THAT**, save as aforesaid, nothing in these presents shall be interpreted so as to restrict or prevent the Transferor from using the Statutory Right of Way in any manner that does not interfere with functioning and access to the Works.

16.0 **AND THAT** nothing herein contained shall be deemed to authorize the Transferee to construct, install or maintain any other a public works or utilities, other than the Works, in the Statutory Right of Way.

17.0 The expressions “Transferor” and “Transferee” herein contained shall be deemed to include the executors, administrators, successors and assigns of such Parties wherever the context or the Parties hereto so require.

18.0 This indenture shall enure to the benefit of and be binding upon the Parties hereto, their executors, administrators, successors and permitted assigns respectively.

19.0 **IN WITNESS THEREOF** the Agreement contained in the Document has been executed on one or more pages of the Document.
SCHEDULE “A”

Statutory Right of Way Plan
APPENDIX E

OTHER TSAWWASSEN LANDS

APPENDIX E–1–1  Map of Other Tsawwassen Lands – Boundary Bay Parcels
APPENDIX E–1–2  Map of Other Tsawwassen Lands – Fraser River Parcels
APPENDIX E–2   Parcel Description of Other Tsawwassen Lands
                Part 1  Fraser River Parcels
                Part 2  Boundary Bay Parcels
APPENDIX E–3   List of Interests on Other Tsawwassen Lands
                Part 1  Fraser River Parcels
                Part 2  Boundary Bay Parcels
                Part 3  Leases on Boundary Bay Parcels
Legal Description

Those parts of lots 29 - 39, District Lot 61A, west of the Coast Meridian, Group 2, New Westminster District, Plan 2816 lying above the natural boundary of the Fraser River

See Appendix E-2

Information will be updated before Effective Date. Some or all of the parcels may be resurveyed.

Appendix E-1-2: Other Tsawwassen Lands - Fraser River Parcels

Legend

- Other Tsawwassen Lands
- Primary Survey Parcel
- Subdivision Parcel
- Rights of Way
- Watercourse
- Dike
- Railway

The official version of this map is held on deposit with the Tsawwassen First Nation, the Government of Canada, and the Government of the Province of British Columbia. This map is for illustrative purposes only.

Produced November 30, 2006
Base map derived from 1:20,000 TRIM data
Cadastre derived from Delta Local Government Data (May 2006)
Land District: New Westminster
BCGS Mapsheet No.: 092D.005

Tsawwassen First Nation
PART 1 OF APPENDIX E-2

Parcel Description of Fraser River Parcels

<table>
<thead>
<tr>
<th>Parcel Description</th>
<th>Land Title Office Parcel Identifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 29, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-733-001</td>
</tr>
<tr>
<td>Lot 30, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-710-396</td>
</tr>
<tr>
<td>Lot 31, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-710-400</td>
</tr>
<tr>
<td>Lot 32, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-710-418</td>
</tr>
<tr>
<td>Lot 33, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-710-451</td>
</tr>
<tr>
<td>Lot 34, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-710-477</td>
</tr>
<tr>
<td>Lot 35, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-711-252</td>
</tr>
<tr>
<td>Lot 36, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-711-309</td>
</tr>
<tr>
<td>Lot 37, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-711-350</td>
</tr>
<tr>
<td>Lot 38, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-711-376</td>
</tr>
<tr>
<td>Lot 39, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-711-392</td>
</tr>
</tbody>
</table>
# PARCEL DESCRIPTION OF BOUNDARY BAY PARCELS

<table>
<thead>
<tr>
<th>Parcel Description</th>
<th>Land Title Office Parcel Identifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>That part of Parcel “A” (Explanatory Plan 30794), Lot 13, Except: Parcel “One” (Reference Plan 38003), Section 24, Township 5, New Westminster District, Plan 25196, as shown for illustrative purposes only in Appendix E-1-1</td>
<td>008-728-950</td>
</tr>
<tr>
<td>Lot A, Section 24, Township 5, New Westminster District, Plan BCP38044</td>
<td>027-838-838</td>
</tr>
<tr>
<td>Lot B, Section 24, Township 5, New Westminster District, Plan BCP38044</td>
<td>027-838-846</td>
</tr>
<tr>
<td>Lot C, Section 24, Township 5, New Westminster District, Plan BCP38044</td>
<td>027-838-854</td>
</tr>
<tr>
<td>Lot D, Section 24, Township 5, New Westminster District, Plan BCP38044</td>
<td>027-838-862</td>
</tr>
<tr>
<td>Lot E, Section 24, Township 5, New Westminster District, Plan BCP38044</td>
<td>027-838-871</td>
</tr>
<tr>
<td>Lot F, Section 24, Township 5, New Westminster District, Plan BCP38044</td>
<td>027-838-919</td>
</tr>
<tr>
<td>Lot G, Section 24, Township 5, New Westminster District, Plan BCP38044</td>
<td>027-838-897</td>
</tr>
<tr>
<td>Lot H, Section 24, Township 5, New Westminster District, Plan BCP38044</td>
<td>027-838-901</td>
</tr>
</tbody>
</table>
# PART 1 OF APPENDIX E–3

List of Interests on Fraser River Parcels

<table>
<thead>
<tr>
<th>Interest Holder</th>
<th>Interest</th>
<th>Location (Land Title Office Parcel Identifier)</th>
<th>Land Title Office Document Reference Number</th>
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</table>
# List of Interests on Boundary Bay Parcels

<table>
<thead>
<tr>
<th>Interest Holder</th>
<th>Interest</th>
<th>Location (Land Title Office Parcel Identifier)</th>
<th>Land Title Office Document Reference Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>British Columbia Hydro &amp; Power Authority</td>
<td>Statutory Right of Way Transmission, Distribution and Communications</td>
<td>008-728-950</td>
<td>217890C Plan 16279 B49836 Plan 30103 N26855 Plan 50790</td>
</tr>
<tr>
<td>Corporation of Delta</td>
<td>Statutory Right of Way Dyke</td>
<td>008-728-950 027-838-901</td>
<td>BK68263 Plan NWP 56667</td>
</tr>
<tr>
<td>Corporation of Delta</td>
<td>Statutory Right of Way Pump Station and Drainage Ditch (Expiry Date: August 16, 2020)</td>
<td>008-728-950</td>
<td>BP217316 Plan LMP41783</td>
</tr>
<tr>
<td>Greater Vancouver Regional District</td>
<td>Statutory Right of Way Regional Park Purposes</td>
<td>008-728-950 027-838-901</td>
<td>BX529248 Rights cover only those parts of the Boundary Bay Parcels that are encumbered by the Delta dyke SRW (shown on Plan NWP56667).</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Interest Holder</th>
<th>Interest</th>
<th>Location (Land Title Office Parcel Identifier)</th>
<th>Land Title Office Document Reference Number</th>
</tr>
</thead>
</table>
PART 3 OF APPENDIX E–3

List of Leases on Boundary Bay Parcels

<table>
<thead>
<tr>
<th>Lease Number</th>
<th>Parcel Description (Lease)</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
APPENDIX F

TSAWWASSEN WATER LOTS

APPENDIX F–1 Map of Tsawwassen Water Lots
APPENDIX F–2 Form of Water Lot Lease
Appendix F-1: Tsawwassen Water Lots

Legend

- Tsawwassen Lands
- Tsawwassen Water Lots
- Primary Survey Parcel
- Subdivision Parcel
- Water Body
- Watercourse
- Dike
- Railway

The official version of this Map is held on deposit with the Tsawwassen Government, the Government of Canada and the Government of the Province of British Columbia. This Map is for illustrative purposes only.

Proposed Point of Commencement

Site 1 - Most easterly point of Parcel A (K25780E), thence clockwise

Site 2 - Most southerly southeast corner of DL 797, thence counter-clockwise

Follow cadastral boundaries to point of commencement

Follow cadastral boundary to point of commencement

Follow line parallel to cadastral boundary DL 797 to natural boundary

Follow cadastral boundaries to point of commencement

The ratio scale is correct at 22"x17" page size.
APPENDIX F–2

Form of Water Lot Lease

Lease No.: ____________________________ File No.: ____________________________
Disposition No.: ____________________________

THIS AGREEMENT is dated for reference _______________ and is made under the Land Act, R.S.B.C. 1996 Chapter 245

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the minister responsible for the Land Act Parliament Buildings, Victoria, British Columbia

(the “Province”)

AND:

TSAWWASSEN FIRST NATION

(the “Lessee”)

WHEREAS:

Tsawwassen First Nation, Canada and British Columbia have entered into a treaty, referred to as the “Tsawwassen First Nation Final Agreement”, which provides that, on its effective date, British Columbia will enter into this Tsawwassen Water Lot Lease,

The parties agree as follows:

ARTICLE 1

1.0 INTERPRETATION

1.1 In this Agreement, the following words and phrases have the following meanings:

“Commencement Date” means the effective date of the Tsawwassen First Nation Final Agreement;

“Contaminant” means any dangerous, hazardous, or toxic substance the storage, manufacture, handling, disposal, treatment, use or remediation of which is from time to time prohibited, regulated or controlled under any Federal or Provincial laws relating to the protection of the environment, health, occupational health and safety or the protection of any form of plant or animal life;

“Improvements” includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land by the Lessee;
“Land” means those lands identified as [insert legal description] by a survey accepted and confirmed under section 72 of the Land Act and deposited in the Crown Land Registry under number ________, a copy of which is attached as Schedule A;

“Nominal Annual Rent” means the sum of $1.00 for each year of the Term;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Term” means the term of the leasehold interest created by this Agreement and includes the initial term and all renewal terms as set out in section 2.2;

“Tsawwassen Public Institution” has the same meaning as Tsawwassen Public Institution in the Tsawwassen First Nation Final Agreement;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Lessee: that combination is referred to as “the parties”; and

“you” or “your” refers to the Lessee.

1.2 For the purposes of this Agreement, except as otherwise expressly provided:

a. “this Agreement” means this agreement, including the Schedules, as they may from time to time be supplemented or amended and in effect;

b. wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require;

c. the captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement;

d. where there is a reference to an enactment of the Province of British Columbia or of Canada, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia; and

e. Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably and without delay in taking such action, deciding whether to provide such consent or approval or making such determination.

1.3 The following schedules are annexed to and form a part of this Agreement: Schedule A (copy of survey describing Land).

ARTICLE 2

2.0 GRANT, TERM AND PERMITTED USE

2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the Land for the permitted uses set out in subsection 2.5.

2.2 The term of this Agreement commences on the Commencement Date and terminates on the Ninety-ninth (99th) anniversary of that date (the “initial term”).
2.3 You may at your option renew this Agreement for one or more additional 99-year periods (any one of which may be referred to as a “renewal term”) in perpetuity.

2.4 You will be conclusively deemed to have exercised this right of renewal during the initial term and each successive renewal term unless you give us written notice to the contrary on or before the fifth (5th) year prior to the end of the initial term or any particular renewal term as the case may be. Any renewal includes the terms and conditions of this Agreement with the modifications that are necessary to reflect the commencement date of the extended term.

2.5 You may use and occupy the Land only for recreational and other community uses which are not carried out for a business or commercial purpose. For greater certainty and without limitation you may not use or occupy the Land to carry out an industrial, commercial or other activity for the purpose of generating revenues and profits.

ARTICLE 3

3.0 COVENANTS

3.1 You must:

a. pay, to us at the address set out in Article 8, the Nominal Annual Rent, when due and other amounts that you are required to pay to us under this Agreement;

b. pay, on or before the date due, the Realty Taxes and all charges for electricity, gas, water and other utilities supplied to the Land;

c. deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;

d. observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or Improvements;

e. not commit any wilful or voluntary waste, spoil or destruction on the Land;

f. on the expiry or earlier termination of this Agreement, or at any other time if requested by us, promptly at your own cost, remove from the Land any Contaminant, and remEDIATE any contamination caused by a Contaminant, where the Contaminant has been brought onto, used at, or released from Land by you, any person to whom you have given permission to use the Land or any other person for whom you are in law responsible;

g. not to do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;

h. pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that you are required to hold back under the Builders Lien Act;

i. if any claim of lien over the Land is made under the Builders Lien Act, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

j. not without prior written consent from us deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land;
k. not make, construct, erect, alter or remove (except as provided in subsection n) any improvements unless you have first given us notice and obtained our written consent and without limitation we may, as a condition of consent, require you to provide us with plans and other reasonable details describing the improvement alteration or removal;

l. in accordance with applicable laws and after giving reasonable notice to you, permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the improvements, provided that in regard to our inspection of the improvements we take reasonable steps to minimize any disruption to your operations;

m. indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of:
   (i) your breach, violation or non-performance of a provision of this Agreement, and
   (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

n. on the termination of this Agreement,
   i. peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the improvements in a safe, clean and sanitary condition,
   ii. within 120 days, remove from the Land any improvement that was placed on or made to the Land by you, or anyone acting by or under your authority and is in the nature of a tenant’s fixture,
   iii. remove from the Land any improvement that we, in writing, direct or permit you to remove, and
   iv. restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that improvement is located,

and, except to the extent provided in any notice directing you to remove an improvement, all of your right, interest and estate in any improvement remaining on the Land will be absolutely forfeited to us.

3.2 You will not permit any person to do anything you are restricted from doing under this Article.

3.3 Subject to the limitations provided in this Agreement we will provide you with quiet enjoyment of the Land.
ARTICLE 4

4.0 LIMITATIONS

4.1 You agree with us that:

a. we are under no obligation to provide access or services to the Land;

b. this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the Land Act;

c. without limitation to the preceding subsections, this Agreement and your use of the Lands are subject to and may be affected by:

i. Exploratory Oil and Gas Permit 802 issued under the Petroleum Natural Gas Act,

ii. Statutory Right of Way No. 0238 202 in favour of British Columbia Hydro and Power Authority, and

iii. rights of navigation over the waters that lie above the Land;

d. you will not commence or maintain proceedings under section 65 of the Land Act in respect of any lawful interference with your use of the Land under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges, titles and dispositions described in subsections (b) and (c);

e. any interference with your use of the Land under this Agreement as a result of the exercise or operation of the interests, rights, privileges, titles and dispositions described in subsections (b) and (c) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;

f. this Agreement creates a lease of the Land under the authority provided under the Land Act and does not constitute an approval, licence, authorization or permission under any other enactment and does not interfere with, influence, encroach upon or fetter the jurisdiction, processes or discretion of any minister, public official, agency or decision maker who may be entitled or required to make any other decision or take any other action in regard to your use of the Land;

g. any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 3.1(n)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 3.1(n)(ii) or the time period provided for in the direction or permission given under paragraph 3.1(n)(iii) unless we have specified otherwise in the direction or permission given under paragraph 3.1(n)(iii); and

h. if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law. In the absence of any written agreement to the contrary you will be deemed to be a monthly tenant only and to be subject to and bound by all of the provisions of this Agreement other than the Term.
ARTICLE 5

5.0 INSURANCE

5.1 You must

a. without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term:

i. Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than $___________ inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the Improvements; and

ii. Pollution Legal Liability insurance in an amount of not less than $____________ insuring against on-site clean up for new pollution conditions and third party claims for on-site or off-site property damage or bodily injury (including death);

b. on the Commencement Date and immediately upon demand, deliver to us a completed “Province of British Columbia Certificate of Insurance” for all insurance required to be maintained by you under this Agreement;

c. ensure that all insurance required to be maintained by you under this Agreement is

i. placed with insurers licensed in British Columbia,

ii. primary and does not require the sharing of any loss by any insurer that insures us, and

iii. endorsed to provide us with 30 days’ advance written notice of cancellation or material change; and

d. deliver or cause to be delivered to us, upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

5.2 We may, from time to time, notify you to

(a) change the amount of insurance set out in subsection 5.1(a); and

(b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed “Province of British Columbia Certificate of Insurance” for all insurance then required to be maintained by you under this Agreement.

5.3 Despite subsections 5.1(a) to (d) and section 5.2, your obligations under those sections are suspended for so long as we in our sole discretion accept your decision to self insure in respect of the matters covered by those sections. If we no longer accept your decision to self-insure we will provide notice to you of our decision and you must, within 30 days of such notice, obtain the insurance described in section 5.1(a) or otherwise required by us under section 5.2.
ARTICLE 6

6.0 ASSIGNMENT AND SUBLEASES

6.1 The parties have entered into this Agreement to give effect to the agreement described in the Tsawwassen Final Agreement. It is the intent of the parties that this Agreement remain between the Province and the Lessee for the duration of the Term. Accordingly the parties agree that this Agreement and the leasehold interest in the Land created by this Agreement may only be assigned, mortgaged or otherwise transferred to a Tsawwassen Public Institution.

6.2 We agree that you may grant subleases of the Land and you may permit others to use the land provided:

   a. the sublease or permission to use the Lands is reasonably required to allow the Land to be used in the manner provided in section 2.5;

   b. the sublease is in writing and subject to all of the terms and conditions of this Agreement;

   c. the sublease is to a corporation wholly owned and controlled by the Tsawwassen First Nation;

   d. you do not grant any sublease of the Lands unless you have first given us notice and obtained our prior written approval to any sublease and without limitation we may as a condition of approval require you to provide reasonable details with respect to the proposed sublease; and

   e. you provide us with a copy of any sublease promptly after it has been entered into and thereafter provide us with any additional documents or information relating to the sublease which we may request.

ARTICLE 7

7.0 TERMINATION AND DISPUTE RESOLUTION

7.1 If you fail to comply with any of your obligations under this Agreement (a "default"), and the default has not been cured within 60 days after we give written notice of the default to you, or within such longer period allowed by section 7.2, this Agreement will, at our option and with or without entry, terminate, and all your right interest or estate in the Land will be absolutely forfeited to us.

7.2 If a default (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, then the 60 day period referred to in section 7.1 will be extended for so long as is reasonably required to cure the default provided you commence curing the default within the 60 day period and you continue to diligently take steps to cure the default.

7.3 You will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 7.1.

7.4 If any dispute arises under this Agreement, including the issuance of a notice of default as provided in section 7.1, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising or the notice, as the case may be (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
7.5 If a dispute under this Agreement cannot be resolved under section 7.4, the parties may agree to refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the Commercial Arbitration Act but absent any such agreement either party may take any steps or commence any legal proceedings to which it may be entitled in respect of the dispute.

ARTICLE 8

8.0 NOTICE

8.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered by hand to the address of the other as follows:

to us

Ministry of Agriculture and Lands
PO BOX 9120 STN PROV GOVT
VICTORIA BC V8W 9B4

to you

Tsawwassen First Nation
131 North Tsawwassen Drive
Delta, BC V4M 4G2

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

8.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 8.1.

8.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 9

9.0 GENERAL

9.1 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law. The Parties will make their best efforts to amend this Agreement to remedy or replace that section or part of that section as the case may be.

9.2 This Agreement constitutes the entire agreement between the parties with respect to the lease of the Land and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.

9.3 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the Land Transfer Form Act, those words will have the same effect and be construed as if the
appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.

9.4 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

9.5 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

9.6 We are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement.

9.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any applicable law.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA by
the authorized representative of the minister responsible for the Land Act

TSAWWASSEN FIRST NATION
APPENDICES TSAWWASSEN FIRST NATION FINAL AGREEMENT

SCHEDULE "A"

COPY OF SURVEY PLAN OF WATER LOT
APPENDIX G

APPLICATION OF THE AGRICULTURAL LAND RESERVE

<table>
<thead>
<tr>
<th>APPENDIX G–1</th>
<th>Map of Agricultural Land Reserve Designation on Tsawwassen Lands</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPENDIX G–2</td>
<td>Parcel Description of Tsawwassen Lands Included in the Agricultural Land Reserve</td>
</tr>
<tr>
<td>APPENDIX G–3</td>
<td>Parcel Description of Tsawwassen Lands Excluded from the Agricultural Land Reserve</td>
</tr>
</tbody>
</table>
## Parcel Description of Tsawwassen Lands Included in the Agricultural Land Reserve

<table>
<thead>
<tr>
<th>Parcel Description</th>
<th>Land Title Office Parcel Identifier</th>
</tr>
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<tbody>
<tr>
<td>Lot 5, District Lot 183, Group 2, New Westminster District, Plan 31806, Except: Parcel A, Statutory Right of Way Plan 42153, and Plans 38797, LMP40488 and BCP38778</td>
<td>006-677-711</td>
</tr>
<tr>
<td>That part of Parcel &quot;One&quot; (Reference Plan 6994) of Parcel &quot;A&quot; (Reference Plan 4574), District Lot 183, Group 2, New Westminster District Except: Firstly: part subdivided by Plan 28898, Secondly: Parcel &quot;C&quot; (Reference Plan 30741), Thirdly: Parcel &quot;A&quot; (Plan 38001), Fourthly: Parcel &quot;B&quot; (Plan 38001), Fifthly: Parcel &quot;D&quot; (Plan 42153), Sixthly: part on Statutory Right of Way Plan 49448, Seventhly: part on Statutory Right of Way Plan 77524, Eightly: part on Statutory Right of Way Plan 38797, Ninthly: part dedicated road on Plan LMP40488, Tenth: part subdivided by Plan BCP38778, Eleventh: part subdivided by Plan BCP38779 as shown for illustrative purposes only in Appendix G-1</td>
<td>009-187-715</td>
</tr>
<tr>
<td>That part of Lot 3, District Lot 184, Group 2, New Westminster District, Plan 839, except: Firstly: Parcel D (Plan 38001) Secondly: Part Dedicated Road on Plan LMP40488 Thirdly: Part Subdivided by Plan BCP38779, as shown for illustrative purposes only in Appendix G-1</td>
<td>009-286-462</td>
</tr>
<tr>
<td>That part of Parcel &quot;A&quot; (Reference Plan 4632) District Lot 107, Group 2 Except: Part Subdivided by Plan 40534, New Westminster District, as shown for illustrative purposes only in Appendix G-1</td>
<td>009-187-065</td>
</tr>
<tr>
<td>Southerly Half Parcel &quot;B&quot; (Reference Plan 4554), South West Quarter Section 22, Township 5, New Westminster District</td>
<td>009-189-513</td>
</tr>
<tr>
<td>Northerly Half Parcel &quot;B&quot; (Explanatory Plan 4554), South West Quarter Section 22, Township 5 Except: part subdivided by Plan 23543, New Westminster District</td>
<td>009-189-548</td>
</tr>
<tr>
<td>Lot &quot;D&quot; Section 22, Township 5, New Westminster District, Plan 23543</td>
<td>009-209-352</td>
</tr>
<tr>
<td>Part (40 chains by 28.55 chains) South West Quarter, Section 22, Township 5, Having a Frontage of 40 Chains on the North boundary and 28.55 Chains of the East Boundary, New Westminster District</td>
<td>009-189-599</td>
</tr>
<tr>
<td>Parcel Description</td>
<td>Land Title Office Parcel Identifier</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>That part of North West Quarter, Section 15, Township 5, New Westminster District except 1 ha area, as shown for illustrative purposes only in Appendix G-1</td>
<td>009-189-386</td>
</tr>
<tr>
<td>Lot “B”, District Lot 185, Group 2 New Westminster District, Plan 17089</td>
<td>009-185-372</td>
</tr>
<tr>
<td>District Lot 185, Group 2 Except: Firstly: Parcel “A” (Reference Plan 7696), Secondly: Part Subdivided by Plan 17089, New Westminster District</td>
<td>011-827-891</td>
</tr>
<tr>
<td>West 33 Feet, District Lot 183, Group 2, New Westminster District</td>
<td>009-187-901</td>
</tr>
</tbody>
</table>
## APPENDIX G–3

**Parcel Description of Tsawassen Lands Excluded from the Agricultural Land Reserve**

<table>
<thead>
<tr>
<th>Parcel Description</th>
<th>Land Title Office Parcel Identifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel &quot;3&quot; (Reference Plan 9694), District Lot 183, Group 2, New Westminster District</td>
<td>009-187-634</td>
</tr>
<tr>
<td>Lot 1, District Lot 183, Group 2, New Westminster District, Plan 19032</td>
<td>009-292-276</td>
</tr>
<tr>
<td>Lot 2, District Lot 183, Group 2, New Westminster District, Plan 19032</td>
<td>009-292-292</td>
</tr>
<tr>
<td>Lot 3, District Lot 183, Group 2, New Westminster District, Plan 19032</td>
<td>009-292-322</td>
</tr>
<tr>
<td>Parcel &quot;2&quot; (Reference Plan 7637), District Lot 183, Group 2, New Westminster District, Except: Firstly: part subdivided by Plan 19032, Secondly: Parcel &quot;C&quot; (Plan 38001) New Westminster District, Thirdly: Plan BCP38779</td>
<td>009-188-126</td>
</tr>
<tr>
<td>Parcel &quot;C&quot; (Reference Plan 6995), District Lot 183, Group 2, Except: Firstly: Parcel &quot;2&quot; (Reference Plan 7637), Secondly: Parcel &quot;3&quot; (Reference Plan 9694), Thirdly: Part on SRW Plan 38797, New Westminster District</td>
<td>009-188-266</td>
</tr>
<tr>
<td>Parcel “C” (Statutory Right of Way Plan 30741) of Parcel “One” (Reference Plan 6994) District Lot 183, Group 2, New Westminster District</td>
<td>009-188-011</td>
</tr>
<tr>
<td>That part of Parcel &quot;One&quot; (Reference Plan 6994) of Parcel &quot;A&quot; (Reference Plan 4574), District Lot 183, Group 2, New Westminster District Except: Firstly: part subdivided by Plan 28898, Secondly: Parcel &quot;C&quot; (Reference Plan 30741), Thirdly: Parcel &quot;A&quot; (Plan 38001), Fourthly: Parcel &quot;B&quot; (Plan 38001), Fifthly: Parcel &quot;D&quot; (Plan 42153), Sixthly: part on Statutory Right of Way Plan 49448, Seventhly: part on Statutory Right of Way Plan 77524, Eightly: part on Statutory Right of Way Plan 38797, Ninthly: part dedicated road on Plan LMP40488, Tenth: part subdivided by Plan BCP38778, Eleventh: part subdivided by Plan BCP38779, as shown for illustrative purposes only in Appendix G-1</td>
<td>009-187-715</td>
</tr>
<tr>
<td>That part of Lot 3, District Lot 184, Group 2, New Westminster District, Plan 839, Except: Firstly: Parcel D (Plan 38001), Secondly:</td>
<td>009-286-462</td>
</tr>
</tbody>
</table>

7 The Former Tsawwassen Reserve is not within the Agricultural Land Reserve.
<table>
<thead>
<tr>
<th>Parcel Description</th>
<th>Land Title Office Parcel Identifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part Dedicated Road on Plan LMP40488, Thirdly: Part Subdivided by Plan BCP38779, as shown for illustrative purposes only in Appendix G-1</td>
<td></td>
</tr>
<tr>
<td>Lot 1, District Lot 108, Group 2, New Westminster District, Plan 20071</td>
<td>008-640-602</td>
</tr>
<tr>
<td>Lot 2, District Lot 108, Group 2, New Westminster District, Plan 20071</td>
<td>008-640-611</td>
</tr>
<tr>
<td>Lot 3 Except: Part Dedicated Road on Plan LMP40488, District Lot 108, Group 2, New Westminster District, Plan 20071</td>
<td>008-640-629</td>
</tr>
<tr>
<td>Parcel &quot;A&quot; (Reference Plan 7741) Lot 10, Except: Southerly 15 Feet (Plan with Bylaw Filed 40665), District Lots 108 &amp; 109, Group 2, New Westminster District, Plan 3033</td>
<td>009-182-322</td>
</tr>
<tr>
<td>Southerly 15 feet (Plan with Bylaw Filed 40665) of Parcel &quot;A&quot; (Reference Plan 7741) Lot 10, District Lots 108 &amp; 109, Group 2, New Westminster District, Plan 3033</td>
<td>009-182-365</td>
</tr>
<tr>
<td>That part of Parcel &quot;A&quot; (Reference Plan 4632) District Lot 107, Group 2 Except: Part Subdivided by Plan 40534, New Westminster District, as shown for illustrative purposes only in Appendix G-1</td>
<td>009-187-065</td>
</tr>
<tr>
<td>Lot L, District Lot 107, Group 2, New Westminster District, Plan BCP38056</td>
<td>027-838-234</td>
</tr>
<tr>
<td>Lot M, District Lot 107, Group 2, New Westminster District, Plan BCP38056</td>
<td>027-838-242</td>
</tr>
<tr>
<td>Lot 6, District Lot 183, Group 2, New Westminster District, Plan 42391</td>
<td>006-473-865</td>
</tr>
<tr>
<td>District Lot 833, Group 2, New Westminster District</td>
<td>009-189-262</td>
</tr>
<tr>
<td>That part of North West Quarter, Section 15, Township 5, New Westminster District except 1 ha area shown for illustrative purposes only in Appendix C-1-3, also as shown for illustrative purposes only in Appendix G-1</td>
<td>009-189-386</td>
</tr>
<tr>
<td>Parcel &quot;E&quot; (W156021E) South West Quarter, Section 15, Township 5, New Westminster District Except: Part of Highway Statutory Right of Way Plan 42535</td>
<td>009-189-459</td>
</tr>
<tr>
<td>Parcel &quot;Q&quot;, District Lot 169, Group 2, New Westminster District, Plan BCP38067^8</td>
<td></td>
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</tbody>
</table>

^8 This legal description was ascertainable before Effective Date as the related plan number was already assigned.
<table>
<thead>
<tr>
<th>Parcel Description</th>
<th>Land Title Office Parcel Identifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 34, District Lot 169, Group 2, New Westminster District, Plan 74746</td>
<td>008-001-979</td>
</tr>
</tbody>
</table>
APPENDIX H

RIGHTS OF REFUSAL LANDS

APPENDIX H–1 Map of Rights of Refusal Lands

APPENDIX H–2 Parcel Description of Rights of Refusal Lands

APPENDIX H–3 Forms of Rights of Refusal Documents
   Document 1 Right of Refusal to Purchase (Standard)
   Document 2 Right of Refusal to Purchase (Parcel A)
APPENDIX H-2

Parcel Description of Rights of Refusal Lands

Note: The parcel descriptions listed below are based on the most accurate information available to define the parcels before the Effective Date. Parcel descriptions will be changed after the Effective Date pursuant to the letter of understanding between British Columbia and Tsawwassen First Nation. In some cases, the parcel descriptions will be amended to include road dedications and the granting of rights of ways or easements for existing interests. This could result in the area of some or all of the parcels being slightly reduced and the corresponding titles being slightly more encumbered. Before the readying of the parcels for disposition, British Columbia will meet with Tsawwassen First Nation to discuss steps to be taken for readying the parcels for disposition.

<table>
<thead>
<tr>
<th>Parcel Description</th>
<th>Land Title Office Parcel Identifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 99, District Lot 61A, Group 2 New Westminster District, Plan BCP16059</td>
<td>026-210-070</td>
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<tr>
<td>Lot 28, District Lot 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-710-353</td>
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<tr>
<td>Lot 3, District Lot 61, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-709-401</td>
</tr>
<tr>
<td>Lot 4, District Lot 60 and 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-709-452</td>
</tr>
<tr>
<td>Lot 5, District Lot 60, Group 2 New Westminster District, Plan 2816</td>
<td>009-709-568</td>
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<td>Lot 6, District Lot 60, Group 2 New Westminster District, Plan 2816</td>
<td>009-709-584</td>
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<tr>
<td>Lot 7, District Lot 60, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-709-606</td>
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<tr>
<td>Lot 8, District Lot 60, Group 2 New Westminster District, Plan 2816</td>
<td>009-709-631</td>
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<tr>
<td>Lot 9, District Lot 60, Group 2 New Westminster District, Plan 2816</td>
<td>009-709-657</td>
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<tr>
<td>Lot 10, District Lot 60 and 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-709-754</td>
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<tr>
<td>Lot 11, District Lot 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>010-269-533</td>
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<tr>
<td>Lot 12, District Lot 60, Group 2 New Westminster District, Plan 2816</td>
<td>009-709-894</td>
</tr>
<tr>
<td>Lot 13, District Lot 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-709-908</td>
</tr>
<tr>
<td>Parcel Description</td>
<td>Land Title Office Parcel Identifier</td>
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<tr>
<td>-----------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Lot 14, District Lot 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-709-983</td>
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<tr>
<td>Lot 15, District Lot 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-710-027</td>
</tr>
<tr>
<td>Parcel “C” (Reference Plan 8407) Lot 16, District Lot 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-710-060</td>
</tr>
<tr>
<td>Parcel &quot;B&quot; (Explanatory Plan 8723) Lots 16 And 17 Except: Parcel &quot;One&quot; (Explanatory Plan 9755), District Lot 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>010-269-568</td>
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<tr>
<td>Parcel &quot;One&quot; (Explanatory Plan 9755) Of Parcel &quot;B&quot; (Explanatory Plan 8723) Lots 16 And 17, District Lot 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-710-116</td>
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<td>Lot 18, District Lot 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-710-124</td>
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<td>Lot 19, District Lot 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-710-141</td>
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<tr>
<td>Lot 20, District Lot 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-710-167</td>
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<tr>
<td>Lot 21, District Lot 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-709-509</td>
</tr>
<tr>
<td>Lot 25, Except: Part Subdivided By Plan 32186, District Lot 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-710-281</td>
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<tr>
<td>Lot 26, Except: Part Subdivided By Plan 32186, District Lot 59 and 61A, West of the Coast Meridian, Group 2 New Westminster District, Plan 2816</td>
<td>009-710-329</td>
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<tr>
<td>Lot &quot;B&quot;, District Lot 61A, Group 2 West of the Coast Meridian New Westminster District, Plan 11394</td>
<td>009-184-112</td>
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<tr>
<td>Lot 2, District Lot 187, Group 2 New Westminster District, Plan 16007</td>
<td>009-185-224</td>
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<tr>
<td>Lot 3, District Lot 187, Group 2 New Westminster District, Plan 16007</td>
<td>009-185-232</td>
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<td>Lot 1, District Lot 186, Group 2, New Westminster District, Plan 19488</td>
<td>009-185-763</td>
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<td>Lot 2, District Lot 186, Group 2, New Westminster District, Plan 19488</td>
<td>009-185-780</td>
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<td>Lot 3, District Lot 186, Group 2, New Westminster District, Plan 19488</td>
<td>009-185-810</td>
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<td>Lot 4, District Lot 186, Group 2, New Westminster District, Plan 19488</td>
<td>009-185-828</td>
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<td>009-185-844</td>
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<td>Lot 6, District Lot 186, Group 2, New Westminster District, Plan 19488</td>
<td>009-185-861</td>
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<td>Lot 7, District Lot 186, Group 2, New Westminster District, Plan 19488</td>
<td>009-185-887</td>
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<td>Lot 8, District Lot 186, Group 2, New Westminster District, Plan 19488</td>
<td>009-185-895</td>
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<td>Lot 9, District Lot 186, Group 2, New Westminster District, Plan 19488</td>
<td>009-185-925</td>
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<td>Lot 10, District Lot 186, Group 2, New Westminster District, Plan 19488</td>
<td>009-185-933</td>
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<td>Lot “A”, District Lot 185, Group 2, New Westminster District, Plan 17089</td>
<td>009-185-321</td>
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<td>Parcel “A”, (Reference Plan 7696), District Lot 185, Group 2, New Westminster District</td>
<td>009-188-371</td>
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<tr>
<td>Parcel &quot;B&quot; (Plan With Fee Deposited 9406F), District Lot 186, Group 2, Except: Part Subdivided By Plan 19488, New Westminster District</td>
<td>009-188-592</td>
</tr>
<tr>
<td>Parcel &quot;A&quot; (Explanatory Plan 987A), District Lot 186, Group 2 New Westminster District</td>
<td>009-188-495</td>
</tr>
<tr>
<td>Parcel &quot;B&quot; (Reference Plan 42392), District Lot 61A, Group 2 West of the Coast Meridian, New Westminster District</td>
<td>009-186-913</td>
</tr>
<tr>
<td>District Lot 187, Group 2, Except: Firstly: Parcel &quot;A&quot; (Plan With Absolute Fees Parcels Book Volume 11 Folio 529 No. 2255F) Secondly: Part Subdivided By Plan 16007 and Road, New Westminster District</td>
<td>009-189-106</td>
</tr>
<tr>
<td>Parcel Description</td>
<td>Land Title Office Parcel Identifier</td>
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<tr>
<td>-----------------------------------------------------------------------------------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td>Parcel &quot;A&quot; (Plan In Absolute Fees Parcels Book Volume 11 Folio 529 No. 2255F), District Lot 187, Group 2 West of the Coast Meridian, New Westminster District</td>
<td>009-189-050</td>
</tr>
</tbody>
</table>
APPENDIX H–3

Forms of Rights of Refusal Documents

Document 1 - Right of Refusal to Purchase (Standard)
LAND TITLE ACT
FORM C
(Section 233)
Grantor of
British Columbia

GENERAL INSTRUMENT – PART 1 *(This area for Land Title Office use)* PAGE 1 of 14 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:* 
   (PID) 
   (LEGAL DESCRIPTION) 
   SEE SCHEDULE

3. NATURE OF INTEREST: * 
   DESCRIPTION 
   DOCUMENT REFERENCE 
   PERSON ENTITLED 
   TO INTEREST 
   (Page and paragraph) 
   TRANSFEREE 
   RIGHT OF FIRST REFUSAL TO PURCHASE

4. TERMS: Part 2 of this instrument consists of (select one only) 
   (a) Filed Standard Charge Terms 
   (b) Express Charge Terms 
   (c) Release 
   D.F. No. 
   Annexed as Part 2 
   There is no Part 2 of this instrument 

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): * 
   HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of ●

6. TRANSFEREE(S): (including postal address(es) and postal code(s)) * 
   TSAWWASSEN FIRST NATION

GENERAL INSTRUMENT – PART 1

7. ADDITIONAL OR MODIFIED TERMS: * 
   N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any: 
   * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 4 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
THIS AGREEMENT dated for reference this ____ day of __________, _____.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of ●

(the "Grantor")

AND:

TSAWWASSEN FIRST NATION

(the "First Nation")

WITNESSES WHEREAS:

A. The Grantor is the registered owner of the Lands (hereinafter defined);

B. The Lands are presently leased by the Grantor to the Leaseholders (hereinafter defined);

C. The Grantor intends to offer to each Leaseholder the right to purchase the lands to which each
such Leaseholder's leasehold interest applies; and

D. Pursuant to its obligations in the Final Agreement (hereinafter defined), the Grantor has agreed to
grant to the First Nation this Right of First Refusal (the "RFR") to purchase the Lands, in
accordance with the terms of this instrument.

NOW THEREFORE that in consideration of the premises and $1.00 now paid by the First Nation to the
Grantor and other good and valuable consideration (the receipt and sufficiency of which are
acknowledged by the Grantor), the Grantor grants to the First Nation a right of first refusal to
purchase the Lands on the following terms and conditions:

1.0 Definitions

1.1 In this Agreement:

a. "adoption" means for the purposes of the definition of Related Person, persons are
connected by adoption if one has been adopted, either legally or in fact, as the child of
the other or as the child of a person who is so connected by blood relationship (otherwise
than as a brother or sister) to the other;

b. "Arm's-length" has the same meaning as that term has in the Income Tax Act of Canada
(as may be amended);

c. "blood relationship" means for the purposes of the definition of Related Person,
persons are connected by blood relationship if one is the child or other descendant of the
other or one is the brother or sister of the other;
d. “business day” means Monday to Friday inclusive except for those excluded days declared by lawful authority as holidays, excluding any day that the Land Title Office is not open for business;

e. “Bona Fide Offer” means an offer to purchase the Lands or an offer to lease the Lands for a term, including renewals, exceeding 30 years:

   i. in writing,
   ii. signed by an Outside Offeror, and
   iii. in a form legally enforceable against the Outside Offeror and subject to no conditions which are not capable of being waived by the Outside Offeror.

f. “common-law partnership” means for the purposes of the definition of Related Person, persons are connected by common-law partnership if one is in a common-law partnership with the other or with a person who is connected by blood relationship to the other;

g. “Expiry Time” with respect to any offer made by the Grantor to the First Nation under paragraph 5, will be 5 o’clock in the afternoon on the thirtieth (30) calendar day after the receipt by the First Nation of the Notice under paragraph 4.1. In determining that time the day the Notice is received will be excluded;

h. “Fair Market Value” means the fair market value of the Lands as determined in accordance with the procedure set out in paragraph 11.1;

i. “Final Agreement” means the Tsawwassen First Nation Final Agreement;

j. “Lands” means those certain lands described in Schedule “A”;

k. “Lease Offer” means a Bona Fide Offer that is an offer to lease the Lands for a term, including renewals, exceeding 30 years;

l. “Leaseholders” means the holders of leases of the Lands as identified in Schedule “B” and “Leaseholder” means any one of them;

m. “marriage” means for the purposes of the definition of Related Person, persons are connected by marriage if one person is married to the other or to a person who is so connected by blood relationship to the other;

n. “Outside Offeror” means a purchaser or tenant, as the case may be, who deals at Arm’s-length with the Grantor and a Leaseholder;

o. “related group” means a group of persons each member of which is related to every other member of the group;

p. “Related Person” means:

   i. individuals connected by blood relationship, marriage or common-law partnership or adoption;
   ii. a corporation and

y. a person who controls the corporation, if it is controlled by one person,

z. a person who is a member of a related group that controls the corporation, or
aa. any person related to a person described in subparagraph (A) or (B); and
   iii. any two corporations
      A. if they are controlled by the same person or group of persons,
      B. if each of the corporations is controlled by one person and the person
         who controls one of the corporations is related to the person who
         controls the other corporation,
      C. if one of the corporations is controlled by one person and that person is
         related to any member of a related group that controls the other
         corporation,
      D. if one of the corporations is controlled by one person and that person is
         related to each member of an unrelated group that controls the other
         corporation,
      E. if any member of a related group that controls one of the corporations is
         related to each member of an unrelated group that controls the other
         corporation, or
      F. if each member of an unrelated group that controls one of the
         corporations is related to at least one member of an unrelated group that
         controls the other corporation;

q. "Statutory Declaration" means a statutory declaration given pursuant to subparagraph
   3.1(d) hereof whereby a person swears that he/she is a Leaseholder or a Related
   Person, as applicable;

r. "Term" means that period of time from and after [Effective Date] to and including [80
   years]; and

s. "Transfer" means any transaction:
   i. purporting to transfer or grant by any method or by the operation of any
      enactment or law:
      A. an estate in fee simple referred to Section 23(2) of the Land Title Act,
      B. a life estate in land;
      C. a right to occupy land under a lease agreement with a term, including
         renewals, exceeding 30 years;
   ii. extending the term of a lease agreement by a lease modification agreement that
       has the effect of extending the term of a lease, including renewals, for a period
       that exceeds 30 years in total;
   iii. between a lessor and a lessee of lands, such that, following the transaction, that
       lessee and any other person, if any, having the right to occupy the land under a
       lease agreement, will have the right to occupy the land for a period that exceeds
       30 years in total; and
   iv. involving two or more lease agreements or options to lease which when taken
together have the right to occupy land (including any renewals) for a period that exceeds 30 years in total if:

(A) those transactions are in respect of the same land,

(B) the application for registration of the transactions are made at a Land Title Office within 6 months of each other, and

(C) each of the transactions apply either a term during which a person is given a right to occupy the land or, in the case of an option to lease, a right to enter into a lease agreement under which a person will be given a right to occupy the land for a term specified in the option to lease.

t. "unrelated group" means a group of persons that is not a related group.

2.0 Restrictions on Transfer

2.1 During the Term, the Grantor will not Transfer the Lands except:

a. for consideration payable entirely in lawful money of Canada;

b. to an Outside Offeror;

c. pursuant to a Bona Fide Offer; and

d. in accordance with, and to the extent permitted by, this Agreement.

3.0 Transfer to a Leaseholder or a Related Person

3.1 This Agreement does not apply to a Transfer from:

a. the Grantor to a Leaseholder,

b. a Leaseholder to a Related Person, or

c. a Related Person to a Related Person,

provided such Leaseholder or Related Person, as the case may be, delivers to the First Nation:

d. five (5) business days prior to the completion date for the Transfer, a Statutory Declaration, and

e. on the completion date for the Transfer, an agreement to assume and be bound by the terms of this Agreement.

4.0 Notice of Bona Fide Offer

4.1 If at any time and from time to time during the Term, the Grantor receives a Bona Fide Offer from an Outside Offeror, which Bona Fide Offer the Grantor is willing to accept, then the Grantor will deliver written notice (the "Notice") immediately to the First Nation that the Grantor has received a Bona Fide Offer, and will deliver to the First Nation with the Notice a copy of the Bona Fide Offer, certified by the Grantor to be a true copy.

5.0 Notice as Offer

5.1 The Notice will be deemed to constitute an offer by the Grantor to the First Nation to:
(a) sell or lease, as the case may be, the Lands to the First Nation on and subject to all the
terms and conditions set forth in the Bona Fide Offer; and

(b) if the Bona Fide Offer is a Lease Offer, then at the First Nation's option, either:

(i) lease the Lands to the First Nation on and subject to all the terms and conditions
set forth in the Lease Offer, in which case this Agreement will remain as a charge
on the Lands; or

(ii) sell the Lands to the First Nation for their Fair Market Value.

6.0 Offer Irrevocable

6.1 The offer made by the Grantor to the First Nation under paragraph 5.1 will be irrevocable and
may not be withdrawn by the Grantor until after the Expiry Time.

7.0 Acceptance of Offer

7.1 Upon receipt of the Notice, the First Nation will have the exclusive first right, exercisable up to
and including but not after the Expiry Time, to deliver to the Grantor written notice (the
"Acceptance") that the First Nation will purchase or lease, as the case may be, the Lands for:

a. the price and upon the terms and conditions set forth in the Bona Fide Offer, in the case
of an Acceptance of an offer under subparagraphs 5.1(a) or 5.1(b)(i); and

b. the Fair Market Value with a closing date on that date which is 30 days after the date that
the Fair Market Value is established under paragraph 11 in the case of an Acceptance of
an offer under subparagraph 5.1(b)(ii).

8.0 Binding Agreement

8.1 Upon receipt by the Grantor of the Acceptance, a binding contract of purchase and sale or
binding lease, as the case may be, for the Lands will be constituted between the First Nation and
the Grantor, which contract will be completed:

a. in the manner provided in the Bona Fide Offer as if the First Nation were the Outside
Offeror, in the case of an Acceptance of an offer under subparagraphs 5.1(a) or 5.1(b)(i); or

b. in the manner provided in Canadian Bar Association's standard form Contract of
Purchase and Sale, then in use in Vancouver, British Columbia, in the case of an
Acceptance of an offer under subparagraph 5.1(b)(ii).

9.0 Environmental Testing

9.1 After receipt of the Notice but before the Expiry Time, the First Nation will have the right to enter
upon the portion of the Lands being offered in order to conduct reasonable environmental testing.

10.0 Transfer to Outside Offeror

10.1 If the Grantor does not receive the Acceptance before the Expiry Time, then the Grantor may
complete the Transfer with the Outside Offeror as provided for in the Bona Fide Offer to purchase
or lease, as the case may be, in strict accordance with the terms stated and set forth in the Bona
Fide Offer and this Agreement. In the case of a Bona Fide Offer to purchase, the First Nation will
cause its solicitors to deliver a discharge of this Agreement for the Lands subject to the Bona Fide Offer to purchase to the solicitors for the Grantor on receipt of a satisfactory undertaking from the solicitors for the Grantor that the discharge will only be registered if that Transfer to the Outside Offeror is completed strictly in compliance with the terms of the Bona Fide Offer to purchase. If the Transfer to the Outside Offeror is not completed strictly in compliance with the terms of the Bona Fide Offer to purchase or lease, as the case may be, within ninety (90) calendar days from the date the First Nation received the Notice, then any subsequent Transfer to any person or corporation may be made only if all the requirements of this Agreement are again complied with, and the RFR will survive and continue in full force and effect.

11.0 Determination of Fair Market Value

11.1 The Fair Market Value will be the average of the fair market values of the Lands as determined by two independent qualified appraisers, one nominated by the Grantor and one nominated by the First Nation. Each party will provide to the other party a copy of the appraisal commissioned by it within thirty (30) calendar days from the date the Grantor received the Acceptance of an offer under subparagraph 5.1(b)(ii). Unless the parties agree otherwise, the Fair Market Value will be deemed to be established on the 30th calendar day from the date the Grantor received the Acceptance. Each party will be responsible for all costs and expenses of the appraisal commissioned by it.

12.0 Notices

12.1 All notices required or permitted to be given under this Agreement will be in writing and will be given by personal service or by pre-paid registered post, at the following addresses:

To the Grantor:

To the First Nation:

Tsawwassen First Nation
Attention: Chief, Tsawwassen First Nation
131 North Tsawwassen Drive
Delta, British Columbia
V4M 4G2

or to such other address as either party may provide in writing to the other under this paragraph. Any notice will be deemed to have been received by the party to whom it is addressed if personally served, when served, and if mailed, on the fourth business day after such mailing (exclusive of Saturdays, Sundays and statutory holidays) provided that if mailed, should there be at the time of mailing or between the time of mailing and the deemed receipt of the notice, a mail strike, slowdown, labour or other dispute which might affect the delivery of such notice by the mails, then such notice will only be effective if actually delivered.

13.0 Time

13.1 Time is of the essence.
14.0 Governing Law

14.1 This Agreement will be governed by and construed in accordance with the laws of British Columbia.

15.0 References

15.1 Wherever the singular or masculine is used in this Agreement the same will be deemed to include references to the plural, feminine or body corporate, as the case may be.

16.0 Construction

16.1 The division of this Agreement into articles and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

17.0 Enduring Effect

17.1 This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, successors, administrators and permitted assigns of the parties.
SCHEDULE “A”

LANDS
SCHEDULE "B"

LEASEHOLDERS
APPENDIX H–3

Forms of Rights of Refusal Documents

Document 2 - Right of Refusal to Purchase (Parcel A)
LAND TITLE ACT
FORM C
(Section 233)
Grantor of
British Columbia

GENERAL INSTRUMENT – PART 1
(This area for Land Title Office use) PAGE 1 of 9 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:* (LEGAL DESCRIPTION)
   (PID) Parcel “A” (Plan in Absolute Fees Parcels Book Volume 11 Folio 529 No.225F) District Lot 187 Group 2 West of the Coast Meridian New Westminster District

3. NATURE OF INTEREST: *
   DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED (Page and paragraph) TO INTEREST TRANSFEREE
   RIGHT OF FIRST REFUSAL TO PURCHASE

4. TERMS: Part 2 of this instrument consists of (select one only)
   (a) Filed Standard Charge Terms ☐ D.F. No. ●
   (b) Express Charge Terms ☒ Annexed as Part 2
   (c) Release ☐ There is no Part 2 of this instrument

   A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): *
   HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of ●

6. TRANSFEREE(S): (including postal address(es) and postal code(s)) *
   TSAWWASSEN FIRST NATION

GENERAL INSTRUMENT – PART 1
Page 2

7. ADDITIONAL OR MODIFIED TERMS: *
   N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any:

   * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
### Execution Date

<table>
<thead>
<tr>
<th>Officer Signature(s)</th>
<th>Execution Date (Y M D)</th>
<th>Party(ies) Signature(s)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of [●], or his duly authorized designate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td></td>
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<td>Name:</td>
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**LAND TITLE ACT**

**FORM D**

**EXECUTIONS CONTINUED**

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<th>Execution Date (Y M D)</th>
<th>Party(ies) Signature(s)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>TSAWWASSEN FIRST NATION by its authorized signatory(ies)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(as transferee)</td>
</tr>
</tbody>
</table>

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 4 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter “SEE SCHEDULE” and attach schedule in Form E.
TERMS OF INSTRUMENT – PART 2
RIGHT OF FIRST REFUSAL TO PURCHASE

THIS AGREEMENT dated for reference this _____ day of ____________, ____. 

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, 
as represented by the Minister of ●

(the "Grantor")

AND:

TSAWWASSEN FIRST NATION

(the "First Nation")

WITNESSES WHEREAS:

A. The Grantor is the registered owner of the Lands (hereinafter defined); and
B. Pursuant to its obligations in the Final Agreement (hereinafter defined), the Grantor has agreed to
grant to the First Nation this Right of First Refusal (the "RFR") to purchase the Lands, in
accordance with the terms of this instrument.

NOW THEREFORE that in consideration of the premises and $1.00 now paid by the First Nation to the
Grantor and other good and valuable consideration (the receipt and sufficiency of which are
acknowledged by the Grantor), the Grantor grants to the First Nation a right of first refusal to purchase the
Lands on the following terms and conditions:

1.0 Definitions

1.1 In this Agreement:

a. "Arm’s-length" has the same meaning as that term has in the Income Tax Act of Canada
(as may be amended);

b. "Bona Fide Offer" means an offer to purchase the Lands:

(i) in writing,

(ii) signed by an Outside Offeror, and

(iii) in a form legally enforceable against the Outside Offeror and subject to no
conditions which are not capable of being waived by the Outside Offeror.

c. “business day” means Monday to Friday inclusive except for those excluded days
declared by lawful authority as holidays, excluding any day that the Land Title Office is
not open for business;
d. “Expiry Time” with respect to any offer made by the Grantor to the First Nation under paragraph 4, will be 5 o’clock in the afternoon on the thirtieth (30) calendar day after the receipt by the First Nation of the Notice under paragraph 3.1. In determining that time the day the Notice is received will be excluded;

e. “Final Agreement” means the Tsawwassen First Nation Final Agreement;

f. “Lands” means those certain lands described in Schedule “A”;

g. “Outside Offeror” means a purchaser who deals at Arm’s-length with the Grantor;

h. “Term” means that period of time from and after [Effective Date] to and including [80 years]; and

2.0 Restrictions on Sale

2.1 During the Term, the Grantor will not sell, transfer, or otherwise convey or offer to sell, transfer, or otherwise convey the Lands except:

(a) for consideration payable entirely in lawful money of Canada;

(b) to an Outside Offeror;

(c) pursuant to a Bona Fide Offer; and

(d) in accordance with, and to the extent permitted by, this Agreement.

3.0 Notice of Bona Fide Offer

3.1 If at any time and from time to time during the Term, the Grantor receives a Bona Fide Offer from an Outside Offeror, which Bona Fide Offer the Grantor is willing to accept, then the Grantor will deliver written notice (the “Notice”) immediately to the First Nation that the Grantor has received a Bona Fide Offer, and will deliver to the First Nation with the Notice a copy of the Bona Fide Offer, certified by the Grantor to be a true copy.

4.0 Notice as Offer

4.1 The Notice will be deemed to constitute an offer by the Grantor to the First Nation to sell the Lands to the First Nation on and subject to all the terms and conditions set forth in the Bona Fide Offer.

5.0 Offer Irrevocable

5.1 The offer made by the Grantor to the First Nation under paragraph 4.1 will be irrevocable and may not be withdrawn by the Grantor until after the Expiry Time.

6.0 Acceptance of Offer

6.1 Upon receipt of the Notice, the First Nation will have the exclusive first right, exercisable up to and including but not after the Expiry Time, to deliver to the Grantor written notice (the “Acceptance”) that the First Nation will purchase the Lands for the price and upon the terms and conditions set forth in the Bona Fide Offer.
7.0 **Binding Contract of Sale and Purchase**

7.1 Upon receipt by the Grantor of the Acceptance, a binding contract of purchase and sale for the Lands will be constituted between the First Nation and the Grantor, which contract will be completed in the manner provided in the Bona Fide Offer as if the First Nation were the Outside Offeror.

8.0 **Environmental Testing**

8.1 After receipt of the Notice but before the Expiry Time, the First Nation will have the right to enter upon the portion of the Lands being offered in order to conduct reasonable environmental testing.

9.0 **Sale to Outside Offeror**

9.1 If the Grantor does not receive the Acceptance before the Expiry Time, then the Grantor may complete the sale with the Outside Offeror as provided for in the Bona Fide Offer in strict accordance with the terms stated and set forth in the Bona Fide Offer. In that case, the First Nation will cause its solicitors to deliver a discharge of this Agreement to the solicitors for the Grantor on receipt of a satisfactory undertaking from the solicitors for the Grantor that the discharge will only be registered if that sale to the Outside Offeror is completed strictly in compliance with the terms of the Bona Fide Offer. If the sale to the Outside Offeror is not so completed within ninety (90) calendar days from the date the First Nation received the Notice, then any subsequent sale to any person or corporation may be made only if all the requirements of this Agreement are again complied with, and the RFR will survive and continue in full force and effect.

10.0 **Notices**

10.1 All notices required or permitted to be given under this Agreement will be in writing and will be given by personal service or by pre-paid registered post, at the following addresses:

To the Grantor:

- 

To the First Nation:

Tsawwassen First Nation  
Attention: Chief, Tsawwassen First Nation  
131 North Tsawwassen Drive  
Delta, British Columbia  
V4M 4G2

or to such other address as either party may provide in writing to the other under this paragraph. Any notice will be deemed to have been received by the party to whom it is addressed if personally served, when served, and if mailed, on the fourth business day after such mailing (exclusive of Saturdays, Sundays and statutory holidays) provided that if mailed, should there be at the time of mailing or between the time of mailing and the deemed receipt of the notice, a mail strike, slowdown, labour or other dispute which might affect the delivery of such notice by the mails, then such notice will only be effective if actually delivered.

11.0 **Time**

11.1 Time is of the essence.
12.0 Governing Law

12.1 This Agreement will be governed by and construed in accordance with the laws of British Columbia.

13.0 References

13.1 Wherever the singular or masculine is used in this Agreement the same will be deemed to include references to the plural, feminine or body corporate, as the case may be.

14.0 Construction

14.1 The division of this Agreement into articles and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

15.0 Enduring Effect

15.1 This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, successors, administrators and permitted assigns of the parties.
SCHEDULE "A"

LANDS
APPENDIX I

SPECIFIED LANDS

APPENDIX I–1  Map of Specified Lands
APPENDIX I–2  Parcel Description of Specified Lands
Appendix I-1: Specified Lands

See Appendix I-1

Information will be updated before Effective Date. Some or all of the parcels may be resurveyed.

Legend

- Specified Lands
- Primary Survey Parcel
- Subdivision Parcel
- Rights of Way
- Waterbody
- Watercourse
- Dike

Tsawwassen First Nation

Produced November 30, 2006
Base map derived from 1:20,000 TRIM data
Cadastre derived from Delta Local Government Data (May 2006)
Land District: New Westminster
BCGS Mapsheet No.: 092G.005

Produced by Tsawwassen First Nation
### Specified Lands include the Rights of Refusal Lands set out in Appendix H-2, the Fraser River Parcels set out in Part 1 of Appendix E-2, and the following parcels:

<table>
<thead>
<tr>
<th>Parcel Description</th>
<th>Land Title Office Parcel Identifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 40, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-711-414</td>
</tr>
<tr>
<td>Lot 41, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-711-431</td>
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<td>Lot 42, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-711-449</td>
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<td>Lot 43, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-711-457</td>
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<td>Lot 44, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-711-465</td>
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<tr>
<td>Lot 45, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-711-473</td>
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<tr>
<td>Lot 46, District Lot 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>009-711-481</td>
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<tr>
<td>Lot 47, District Lots 59 and 61A, West of the Coast Meridian, Group 2, New Westminster District, Plan 2816</td>
<td>010-736-531</td>
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<td>Lot 1, District Lot 187, Group 2, New Westminster District, Plan 16007</td>
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APPENDIX J

TSAWWASSEN FISHING

APPENDIX J–1  Map of Tsawwassen Fishing Area and Tsawwassen Intertidal Bivalve Fishing Area

APPENDIX J–2  Tsawwassen Allocations for Fish and Aquatic Plants

APPENDIX J–3  Principles for Calculating Overtakes and Underages
APPENDIX J–2

Tsawwassen Allocations for Fish and Aquatic Plants

Sockeye Salmon

In any year, the Tsawwassen Fishing Right Allocation for sockeye salmon will be:

a) when the Canadian Total Allowable Catch for Fraser River sockeye salmon is 500,000 or less, 1.0% of the Canadian Total Allowable Catch for Fraser River sockeye salmon;

b) when the Canadian Total Allowable Catch for Fraser River sockeye salmon is greater than 500,000 and less than 3.0 million, then 5,000 Fraser River sockeye salmon plus 0.40904% of that portion of the Canadian Total Allowable Catch for Fraser River sockeye that is greater than 500,000 and less than 3.0 million; and

c) when the Canadian Total Allowable Catch for Fraser River sockeye salmon is equal to or greater than 3.0 million, then 15,226 Fraser River sockeye salmon.

Chum Salmon

In any year, the Tsawwassen Fishing Right Allocation for chum salmon will be 2.58% of the Terminal Surplus of Fraser River chum salmon to a maximum of 2,576 Fraser River chum salmon.

Pink Salmon

In any year, the Tsawwassen Fishing Right Allocation for pink salmon will be that number of fish caught incidentally in the harvest of Tsawwassen Allocation for sockeye salmon, up to a maximum of 2,500 Fraser River pink salmon.

Chinook Salmon

In any year, the Tsawwassen Fishing Right Allocation for chinook salmon will be determined by an abundance based formula, based on Canadian Total Allowable Catch that produces an average annual harvest of 625 Fraser River chinook salmon based on Fraser River chinook salmon returns for the 1982 to 2004 time period.

Coho Salmon

In any year, the Tsawwassen Allocation for coho salmon is an amount of Fraser River coho salmon that will result in an annual average harvest of 500 Fraser River coho salmon and will be harvested:

a. incidentally in fisheries that target other species; or

b. using selective harvesting techniques to capture specific coho stocks.
APPENDIX J-3

Principles for Calculating Overages and Underages

The procedures for calculating overages and underages for each Salmon species will be consistent with the following principles:

a. where a Tsawwassen harvest exceeded the defined Tsawwassen Allocation for a Salmon species in a year, an overage has occurred for that species and the amount of that overage will be accounted for in the multi-year accounting process;

b. where a Tsawwassen harvest was less than the defined Tsawwassen Allocation for a Salmon species in a year because another group harvested more than their harvest share for that species, an underage has occurred for that species and the amount of that underage will be accounted for in the multi-year accounting process;

c. where a Tsawwassen harvest was less than the defined Tsawwassen Allocation for a Salmon species in a year due to uncertainty in the management process for that species, an underage has occurred for that species and a defined portion of that underage will be accounted for in the multi-year accounting process;

d. where a Tsawwassen harvest was less than the defined Tsawwassen Allocation for a Salmon species in a year due to a lack of harvesting effort on the part of Tsawwassen, no underage has occurred for that species in that year; and

e. where Tsawwassen and Canada agree on an amount to be accounted or in the multi-year accounting process for overages and underages for a Salmon species, Tsawwassen and Canada will use that amount in the multi-year accounting process.
APPENDIX K

TSAWWASSEN WILDLIFE HARVEST AREA

APPENDIX K–1  Map of Tsawwassen Wildlife Harvest Area
APPENDIX L

TSAWWASSEN MIGRATORY BIRD HARVEST AREA

APPENDIX L–1 Map of Tsawwassen Migratory Bird Harvest Area
APPENDICES TSAWWASSEN FIRST NATION FINAL AGREEMENT

APPENDIX M

TSAWWASSEN PLANT GATHERING AREAS

APPENDIX M–1        Map of Tsawwassen Plant Gathering Areas
APPENDIX M–2        List of Tsawwassen Plant Gathering Areas
APPENDIX M–2

List of Tsawwassen Plant Gathering Areas

1. Golden Ears Provincial Park
2. Pinecone Burke Provincial Park
3. South Arm Marshes Wildlife Management Area
4. Provincial Crown Land within the Burns Bog Ecological Conservancy Area as set out in the Burns Bog Management Agreement, dated March 23, 2004, between Canada, British Columbia, the Greater Vancouver Regional District and the Corporation of Delta
APPENDIX N

NATIONAL PARKS WITHIN TSAWWASSEN TERRITORY

APPENDIX N–1 Map of National Parks within Tsawwassen Territory
Appendix N-1: National Parks within Tsawwassen Territory

Legend
- Tsawwassen Territory
- National Parks within Tsawwassen Territory
- Water Body
- Watercourse

Key Map

The official version of this map is held on deposit with the Tsawwassen Government, the Government of Canada, and the Government of the Province of British Columbia. This map is for illustrative purposes only. The final agreement provides the definitive information on the geographic extent of harvesting by the Tsawwassen First Nation within the National Parks.

Produced November 30, 2006
Base map derived from 1:20,000 TRIM data
APPENDIX O

TSAWWASSEN HERITAGE SITES AND KEY GEOGRAPHIC FEATURES

APPENDIX O–1  Map of Beach Grove Parcels
APPENDIX O–2  Parcel Description of Beach Grove Parcels
APPENDIX O–3  List of Cultural and Historic Sites of Significance to Tsawwassen First Nation to be Designated as Provincial Heritage Sites
APPENDIX O–4  List of Hun’qum’i’num Names to be Added to the British Columbia Geographical Names Database
Appendix O-1: Beach Grove Parcels

Lot 59 and Lot 60, Section 11, Township 5, New Westminster District, Plan 27043
APPENDIX O–2
Parcel Description of Beach Grove Parcels

<table>
<thead>
<tr>
<th>Parcel Description</th>
<th>Land Title Office Parcel Identifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 59, Section 11, Township 5 New Westminster District, Plan 27043</td>
<td>008-954-925</td>
</tr>
<tr>
<td>Lot 60, Section 11, Township 5 New Westminster District, Plan 27043</td>
<td>008-954-950</td>
</tr>
</tbody>
</table>
APPENDIX O-3

List of Cultural and Historic Sites of Significance to Tsawwassen First Nation
to be Designated as Provincial Heritage Sites

<table>
<thead>
<tr>
<th>Current Place Name or Vicinity</th>
<th>Tsawwassen Place Name</th>
<th>Borden Number</th>
</tr>
</thead>
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<tr>
<td>Tsawwassen Site</td>
<td>Sḵ̓awʔən</td>
<td>DgRs-002</td>
</tr>
<tr>
<td>Beach Grove Site</td>
<td></td>
<td>DgRs-001</td>
</tr>
<tr>
<td>Beach Grove Road Site</td>
<td>Tl̓eňəxʷən</td>
<td>DgRs-007</td>
</tr>
<tr>
<td>Tsawwassen Beach Site</td>
<td>č̕a·yəm</td>
<td>DgRs-009</td>
</tr>
<tr>
<td>Smith Farm Site</td>
<td></td>
<td>DgRs-010</td>
</tr>
<tr>
<td>English Bluff/Tsawwassen Bluff Site</td>
<td>Sḵ̓ałəp</td>
<td>DgRs-011</td>
</tr>
<tr>
<td>Whalen Farm Site</td>
<td></td>
<td>DgRs-014</td>
</tr>
<tr>
<td>Ti'ektines</td>
<td>Ḵ̓eq̓tn̓es</td>
<td>DgRs-017</td>
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<tr>
<td>Spelifore Farm Site</td>
<td></td>
<td>DgRs-018</td>
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<tr>
<td>Brunswick Point</td>
<td>Xʷl̓ičəm</td>
<td>DgRs-035</td>
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<tr>
<td>St. Mungo Cannery Site</td>
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<td>DgRr-002</td>
</tr>
<tr>
<td>Glenrose Cannery Site</td>
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<tr>
<td>St. Mungo Wet Site</td>
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<td>Ladner Landing Site</td>
<td>čičiləxʷqən</td>
<td>DgRs-041</td>
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<tr>
<td>Poplar Island</td>
<td>Skʷəkʷexʷqən</td>
<td>DhRr-000 (Not Registered)</td>
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<tr>
<td>View Crescent Site</td>
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<td>DgRs-016</td>
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<tr>
<td>Green Slough Site</td>
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<td>DgRs-027</td>
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<tr>
<td>57th Street Site</td>
<td></td>
<td>DgRs-054</td>
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</table>
## APPENDIX O-4

List of Hun’qum’i’num Names to be Added to the British Columbia Geographical Names Database

<table>
<thead>
<tr>
<th>Current Place Name or Vicinity</th>
<th>Hun’qum’i’num Place Name</th>
<th>UTM Latitude</th>
<th>UTM Longitude</th>
</tr>
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<tbody>
<tr>
<td>Patullo Bridge</td>
<td>Qiqa’yi</td>
<td>507975</td>
<td>5450297</td>
</tr>
<tr>
<td>Burns Bog</td>
<td>Maʔqʷəm</td>
<td>502120</td>
<td>5441594</td>
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<tr>
<td>New Westminster</td>
<td>Sxʷɑʔəməł</td>
<td>506924</td>
<td>5450068</td>
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<tr>
<td>Roberts Bank</td>
<td>Sheʔsəmkəm</td>
<td>484718</td>
<td>5434197</td>
</tr>
<tr>
<td>Beach Grove</td>
<td>Təʔənəxən</td>
<td>495951</td>
<td>5430880</td>
</tr>
<tr>
<td>English Bluff</td>
<td>S̓ələp</td>
<td>492849</td>
<td>5429850</td>
</tr>
<tr>
<td>Lulu Island at Gravesend Reach</td>
<td>ƛəqtínəs</td>
<td>496832</td>
<td>5443908</td>
</tr>
</tbody>
</table>
APPENDIX P

DISPUTE RESOLUTION PROCEDURES

APPENDIX P–1 Collaborative Negotiations
APPENDIX P–2 Mediation
APPENDIX P–3 Technical Advisory Panel
APPENDIX P–4 Neutral Evaluation
APPENDIX P–5 Elders Advisory Council
APPENDIX P–6 Arbitration
APPENDICES TSAWWASSEN FIRST NATION FINAL AGREEMENT

APPENDIX P–1

Collaborative Negotiations

DEFINITIONS

1. In this Appendix:

   a. "Chapter" means the Dispute Resolution chapter;

   b. "party" means a participating Party to collaborative negotiations under this Appendix; and

   c. "section" means a section in this Appendix.

GENERAL

2. Collaborative negotiations commence:

   a. on the date of delivery of a written notice requiring the commencement of collaborative negotiations; or

   b. in the case of negotiations in the circumstances described in subclause 6(c) of the Chapter, on the date of the first negotiation meeting.

NOTICE

3. A notice under clause 14 of the Chapter requiring the commencement of collaborative negotiations will include the following:

   a. the names of the parties directly engaged in the Disagreement;

   b. a brief summary of the particulars of the Disagreement;

   c. a description of the efforts made to date to resolve the Disagreement;

   d. the names of the individuals involved in those efforts; and

   e. any other information that will help the parties.

REPRESENTATION

4. A party may attend collaborative negotiations with or without legal counsel.

5. At the commencement of the first negotiation meeting, each party will advise the other parties of any limitations on the authority of its representatives.
NEGOTIATION PROCESS

6. The parties will convene their first negotiation meeting in collaborative negotiations, other than those described in subparagraph 6(c) of the Chapter, within 21 days after the commencement of the collaborative negotiations.

7. Before the first scheduled negotiation meeting, the parties will discuss and attempt to reach agreement on any procedural issues that will facilitate the collaborative negotiations, including the requirements of clause 25 of the Chapter.

8. For purposes of subclause 25(a) of the Chapter, "timely disclosure" means disclosure made within 15 days after a request for disclosure by a party.

9. The parties will make a serious attempt to resolve the Disagreement by
   a. identifying underlying interests;
   b. isolating points of agreement and Disagreement;
   c. exploring alternative solutions;
   d. considering compromises or accommodations; and
   e. taking any other measures that will assist in resolution of the Disagreement.

10. No transcript or recording will be kept of collaborative negotiations, but this does not prevent a person from keeping notes of the negotiations.

CONFIDENTIALITY

11. In order to assist in the resolution of a Disagreement, collaborative negotiations will not be open to the public.

12. The parties, and all persons, will keep confidential:
   a. all oral and written information disclosed in the collaborative negotiations; and
   b. the fact that this information has been disclosed.

13. The parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the collaborative negotiations, any oral or written information disclosed in or arising from the collaborative negotiations, including:
   a. any documents of other parties produced in the course of the collaborative negotiations that are not otherwise produced or producible in that proceeding;
b. any views expressed, or suggestions made, by any party in respect of a possible settlement of the Disagreement;

c. any admissions made by any party in the course of the collaborative negotiations, unless otherwise stipulated by the admitting party; and

d. the fact that any party has indicated a willingness to make or accept a proposal for settlement.

14. Sections 12 and 13 do not apply:

a. in any proceeding for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of the collaborative negotiation;

b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or

c. if the oral or written information referred to in these sections is in the public forum.

RIGHT TO WITHDRAW

15. A party may withdraw from collaborative negotiations at any time.

TERMINATION OF COLLABORATIVE NEGOTIATIONS

16. Collaborative negotiations are terminated when any of the following occurs:

a. the expiration of:

i. 30 days, or

ii. in the case of collaborative negotiations in the circumstances described in subparagraph 6(c) of the Chapter, 120 days after the first scheduled negotiation meeting, or any longer period agreed to by the parties in writing;

b. a party directly engaged in the Disagreement withdraws from the collaborative negotiations under section 15;

c. the parties agree in writing to terminate the collaborative negotiations; or

d. the parties directly engaged in the Disagreement sign a written agreement resolving the Disagreement.
DEFINITIONS

1. In this Appendix:
   a. "Chapter" means the Dispute Resolution chapter of the Agreement;
   b. "party" means a participating Party to a mediation under this Appendix; and
   c. "section" means a section in this Appendix.

GENERAL

2. A mediation commences on the date the Parties directly engaged in the Disagreement have agreed in writing to use mediation, or are deemed to have agreed to use mediation, under clause 23 of the Chapter.

APPOINTMENT OF MEDIATOR

3. A mediation will be conducted by one mediator jointly appointed by the parties.

4. A mediator will be:
   a. an experienced and skilled mediator, preferably with unique qualities or specialized knowledge that would be of assistance in the circumstances of the Disagreement; and
   b. independent and impartial.

5. If the parties fail to agree on a mediator within 15 days after commencement of a mediation, the appointment will be made by the Neutral Appointing Authority on the written request of a party that is copied to the other parties.

6. Subject to any limitations agreed to by the parties, a mediator may employ reasonable and necessary administrative or other support services.

REQUIREMENT TO WITHDRAW

7. At any time a party may give the mediator and the other parties a written notice, with or without reasons, requiring the mediator to withdraw from the mediation on the grounds that the party has justifiable doubts as to the mediator’s independence or impartiality.
8. On receipt of a written notice under section 7, the mediator must immediately withdraw from the mediation.

9. A person who is a Tsawwassen Member, or related to a Tsawwassen Member, must not be required to withdraw under section 7 solely on the grounds of that citizenship or relationship.

END OF APPOINTMENT

10. A mediator’s appointment terminates if:
    a. the mediator is required to withdraw under section 8;
    b. the mediator withdraws from office for any reason; or
    c. the parties agree to the termination.

11. If a mediator’s appointment terminates, a replacement mediator will be appointed using the procedure in sections 3 to 5 and the required time period commences from the date of termination of the appointment.

REPRESENTATION

12. A party may attend a mediation with or without legal counsel.

13. If a mediator is a lawyer, the mediator must not act as legal counsel for any party.

14. At the commencement of the first meeting of a mediation, each party will advise the mediator and the other parties of any limitations on the authority of its representatives.

CONDUCT OF MEDIATION

15. The parties will:
    a. make a serious attempt to resolve the Disagreement by:
       i. identifying underlying interests,
       ii. isolating points of agreement and Disagreement,
       iii. exploring alternative solutions, and
       iv. considering compromises or accommodations; and
    b. cooperate fully with the mediator and give prompt attention to, and respond to, all communications from the mediator.
16. A mediator may conduct a mediation in any manner the mediator considers necessary and appropriate to assist the parties to resolve the Disagreement in a fair, efficient, and cost-effective manner.

17. Within seven days of appointment of a mediator, each party will deliver a brief written summary to the mediator of the relevant facts, the issues in the Disagreement, and its viewpoint in respect of them and the mediator will deliver copies of the summaries to each party at the end of the seven day period.

18. A mediator may conduct a mediation in joint meetings or private caucus convened at locations the mediator designates after consulting the parties.

19. Disclosures made by any party to a mediator in private caucus must not be disclosed by the mediator to any other party without the consent of the disclosing party.

20. No transcript or recording will be kept of a mediation meeting but this does not prevent a person from keeping notes of the negotiations.

CONFIDENTIALITY

21. In order to assist in the resolution of a Disagreement, a mediation will not be open to the public.

22. The parties, and all persons, will keep confidential:

   a. all oral and written information disclosed in the mediation; and

   b. the fact that this information has been disclosed.

23. The parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the mediation, any oral or written information disclosed in or arising from the mediation, including:

   a. any documents of other parties produced in the course of the mediation that are not otherwise produced or producible in that proceeding;

   b. any views expressed, or suggestions, or proposals made in respect of a possible settlement of the Disagreement;

   c. any admissions made by any party in the course of the mediation, unless otherwise stipulated by the admitting party;

   d. any recommendations for settlement made by the mediator; and
the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement.

24. Sections 22 and 23 do not apply:
   a. in any proceeding for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of a mediation;
   b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
   c. if the oral or written information referred to in those sections is in the public forum.

25. A mediator, or anyone retained or employed by the mediator, is not compellable in any proceeding to give evidence about any oral and written information acquired or opinion formed by that person as a result of the mediation, and all parties will oppose any effort to have that person or that information subpoenaed.

26. A mediator, or anyone retained or employed by the mediator, is disqualified as a consultant or expert in any proceeding relating to the Disagreement, including any proceeding that involves persons not a party to the mediation.

REFERRAL OF ISSUES TO OTHER PROCESSES

27. During a mediation the parties may agree to refer particular issues in the Disagreement to independent fact-finders, expert panels or other processes for opinions or findings that may assist them in the resolution of the Disagreement, and in that event, the parties must specify:
   a. the terms of reference for the process;
   b. the time within which the process must be concluded; and
   c. how the costs of the process are to be allocated to the parties.

28. The time specified for concluding a mediation will be extended for 15 days following receipt of the findings or opinions rendered in a process described under section 27.

RIGHT TO WITHDRAW

29. A party may withdraw from a mediation at any time by giving written notice of its intent to the mediator.

30. Before a withdrawal is effective, the withdrawing party will:
a. speak with the mediator;

b. disclose its reasons for withdrawing; and

c. give the mediator the opportunity to discuss the consequences of withdrawal.

TERMINATION OF MEDIATION

31. A mediation is terminated when any of the following occurs:

a. subject to section 28, the expiration of 30 days after the appointment of the mediator, or any longer period agreed by the parties in writing;

b. the parties have agreed in writing to terminate the mediation or not to appoint a replacement mediator under section 11;

c. a party directly engaged in the Disagreement withdraws from the mediation under section 29; or

d. the parties directly engaged in the Disagreement sign a written agreement resolving the Disagreement.

MEDIATOR RECOMMENDATION

32. If a mediation is terminated without the parties reaching agreement, the parties may agree to request the mediator to give a written non-binding recommendation for settlement, but the mediator may decline the request without reasons.

33. Within 15 days after delivery of a mediator's recommendation under section 32, the parties will meet with the mediator to attempt to resolve the Disagreement.

COSTS

34. A party withdrawing from a mediation under section 29 is not responsible for any costs of the mediation that are incurred after the date that party's withdrawal takes effect.
DEFINITIONS

1. In this Appendix:
   a. "Chapter" means the Dispute Resolution chapter;
   b. "member" means a member of the panel;
   c. "panel" means a technical advisory panel appointed under this Appendix;
   d. "party" means a participating Party to a reference under this Appendix;
   e. "reference" means a reference of a Disagreement to the panel; and
   f. "section" means a section in this Appendix.

GENERAL

2. A question of law may not be referred to a panel.

3. A reference commences on the date the Parties directly engaged in the Disagreement have agreed in writing to use a technical advisory panel under clause 23 of the Chapter.

APPOINTMENT OF PANEL MEMBERS

4. A panel will have three members unless the parties agree on a panel of five members.

5. A member will be skilled and knowledgeable in the technical or scientific subject matter or issues of the Disagreement.

6. If there are two parties and the panel will have:
   a. three members, each party will appoint one member and the two appointed members will jointly appoint the third member; or
   b. five members, each party will appoint two members and the four appointed members will jointly appoint the fifth member.

7. If there are three parties and the panel will have:
   a. three members, each party will appoint one member; or
b. five members, each party will appoint one member and the three appointed members will jointly appoint the fourth and fifth members.

8. In the appointment procedures under sections 6 and 7, if:
   a. a party fails to appoint the required number of members within 30 days after commencement of the reference; or
   b. the appointing members fail to appoint the required number of additional members within 15 days after the last appointing member was appointed

   the required appointments will be made by the Neutral Appointing Authority on the written request of a party that is copied to the other parties.

END OF APPOINTMENT

9. The appointment of a member who is jointly appointed by the parties, by the appointing members, or by the Neutral Appointing Authority, terminates if:
   a. the member withdraws from office for any reason; or
   b. the parties agree to the termination.

10. The appointment of a member appointed by one party, or by the Neutral Appointing Authority in place of the party, terminates if:
    a. the member withdraws from office for any reason; or
    b. the appointing party terminates the appointment.

11. If the appointment of a member jointly appointed by the parties, by the appointing members, or by the Neutral Appointing Authority in place of the parties or members, terminates, a replacement member will be appointed under section 6 or 7, as applicable, within the required time commencing from the termination of the former member's appointment.

12. Subject to section 13, if the appointment of a member appointed by one party or by the Neutral Appointing Authority in place of the party terminates, a replacement member will be appointed under section 6 or 7, as applicable, within the required time commencing from the termination of the former member's appointment.

13. A party may elect not to replace a member it had appointed but the party may not withdraw from the reference except as permitted under sections 31 to 35.
TERMS OF REFERENCE

14. Not more than 15 days after the appointment of the last member of a panel, the parties must provide the panel with written terms of reference that set out at least the following:

   a. the parties to the Disagreement;
   b. the subject matter or issues of the Disagreement;
   c. the kind of assistance that the parties request from the panel, including giving advice, making determinations, finding facts, conducting, evaluating and reporting on studies and making recommendations;
   d. the time period within which the parties request the assistance to be provided;
   e. the time periods or stages of the reference at the conclusion of which the panel must provide the parties with written interim reports on the panel's progress on the referral and on expenditures under the budget described in section 16 as they relate to that progress;
   f. the time within which the panel must provide the parties with the budget described in section 16; and
   g. any limitations on the application of sections 36 to 42 to the reference.

15. The parties may discuss the proposed terms of reference with the panel before they are finally settled.

16. Within the time referred to in section 14(f), the panel will provide the parties with a budget for the costs of conducting the reference, including:

   a. fees to be paid to the members who have been jointly appointed by the parties, or by appointing members;
   b. costs of required travel, food and accommodation of members who have been jointly appointed by the parties, or by appointing members;
   c. costs of any required administrative assistance; and
   d. costs of any studies.

17. The parties will consider the budget submitted by the panel and approve that budget with any amendments agreed by the parties before the panel undertakes any activities under the reference.
18. The parties are not responsible for any costs incurred by the panel that are in excess of those approved under section 17, and the panel is not authorized to incur any costs beyond that amount without obtaining prior written approval from all the parties.

19. The parties may amend the written terms of reference or the budget from time to time as they consider necessary, or on recommendation of the panel.

CONDUCT OF REFERENCE TO PANEL

20. The parties will:
   a. cooperate fully with the panel;
   b. comply with any requests made by the panel as permitted or required under this Appendix; and
   c. give prompt attention to and respond to all communications from the panel.

21. Subject to any limitations or requirements in the terms of reference given and the limits of the budget approved under sections 17 to 19, the panel may conduct its reference using any procedure it considers necessary or appropriate, including holding a hearing.

22. If a hearing is held, the hearing must be conducted as efficiently as possible and in the manner the panel specifies, after consultation with the parties.

23. If a hearing is held, the panel must give the parties reasonable written notice of the hearing date, which notice must, in any event, be not less than seven days.

24. No transcript or recording will be kept of a hearing, but this does not prevent a person attending the hearing from keeping notes of the hearing.

25. The legal rules of evidence do not apply to a hearing before the panel.

26. The panel will give the parties the interim and final written reports specified in its terms of reference within the required times.

27. A report of the panel is not binding on the parties.

PANEL BUSINESS

28. A panel will appoint one of its members to act as chair of the panel.

29. The chair of a panel is responsible for all communications between the panel, the parties and any other person with whom the panel wishes to communicate, but this does not preclude a member from communicating informally with a party.
30. A panel will make every reasonable effort to conduct its business, and fulfill its obligations under its terms of reference, by consensus, but:
   a. if consensus is not possible, by actions approved by a majority of its members; or
   b. if a majority is not possible, by actions approved by the chair of the panel.

RIGHT TO WITHDRAW

31. If one of two parties to a reference, or two of three parties to a reference, are not satisfied with the progress of the reference:
   a. after receipt of an interim report; or
   b. as a result of the panel's failure to submit an interim report within the required time

   the dissatisfied party or parties, as the case may be, may give written notice to the panel and the other party that the party or parties are withdrawing from the reference and that the reference is terminated.

32. If one of three parties to a reference is not satisfied with the progress of the reference:
   a. after receipt of an interim report; or
   b. as a result of the panel's failure to submit an interim report within the required time

   the dissatisfied party may give written notice to the panel and the other parties that it is withdrawing from the reference.

33. Two parties who receive a notice under section 32 will advise the panel in writing that they have agreed:
   (a) to terminate the reference; or
   (b) to continue the reference.

34. If no party gives a notice under sections 31 or 32 within 10 days after:
   (a) receipt of an interim report; or
   (b) the time required to submit an interim report
all parties will be deemed to be satisfied with the progress of the reference until submission of the next required interim report.

35. No party may withdraw from a reference except as permitted under sections 31 to 34.

CONFIDENTIALITY

36. The parties may, by agreement recorded in the terms of reference of the panel in section 14, limit the application of all or any part of sections 37 to 42 in a reference.

37. In order to assist in the resolution of the Disagreement, a reference will not be open to the public.

38. The parties, and all persons, will keep confidential:
   a. all oral and written information disclosed in the reference; and
   b. the fact that this information has been disclosed.

39. The parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the reference, any oral or written information disclosed in or arising from the reference, including:
   a. any documents of other parties produced in the course of the reference that are not otherwise produced or producible in that proceeding;
   b. any views expressed, or suggestions made, in respect of a possible settlement of the Disagreement;
   c. any admissions made by any party in the course of the reference, unless otherwise stipulated by the admitting party;
   d. the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement; and
   e. any reports of the panel.

40. Sections 38 and 39 do not apply:
   a. in any proceeding for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of the reference;
   b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
c. if the oral or written information referred to in those sections is in the public forum.

41. A member, or anyone retained or employed by the member, is not compellable in any proceeding to give evidence about any oral or written information acquired or opinion formed by that person as a result of the reference, and all parties will oppose any effort to have that person or that information subpoenaed.

42. A member, or anyone retained or employed by the member, is disqualified as a consultant or expert in any proceeding relating to the Disagreement, including any proceeding that involves persons not a party to the reference.

ATTEMPT TO RESOLVE AFTER REPORT

43. Within 21 days after receipt of the final written report of a panel, the parties will meet and make an effort to resolve the Disagreement taking into account the report of the panel or any other considerations.

44. If the parties and the panel agree, the members of a panel may attend the meeting under section 43, and provide any necessary assistance to the parties.

TERMINATION OF REFERENCE TO PANEL

45. A reference is terminated when any of the following occurs:
   a. the reference has been terminated as permitted under section 31 or 33;
   b. the expiration of 30 days after receipt of the final report of the panel, or any longer period agreed by the parties in writing; or
   c. the parties directly engaged in the Disagreement sign a written agreement resolving the Disagreement.

COSTS

46. A party is not responsible for sharing any costs of the reference that were incurred after the date that party notified the other parties, under section 32, of its withdrawal from the reference.
APPENDIX P–4

Neutral Evaluation

DEFINITION

1. In this Appendix:
   a. "Chapter" means the Dispute Resolution chapter;
   b. "party" means a participating Party to a neutral evaluation under this Appendix; and
   c. "section" means a section in this Appendix.

GENERAL

2. A neutral evaluation commences on the date that the Parties directly engaged in the Disagreement have agreed in writing to use neutral evaluation under clause 23 of the Chapter.

APPOINTMENT OF NEUTRAL EVALUATOR

3. A neutral evaluation will be conducted by one person jointly appointed by the parties.

4. A neutral evaluator will be:
   a. experienced or skilled in the subject matter or issues of the Disagreement; and
   b. independent and impartial.

5. If the parties fail to agree on a neutral evaluator within 21 days after commencement of a neutral evaluation, the appointment will be made by the Neutral Appointing Authority on the written request of a party that is copied to the other parties.

6. Subject to any limitations agreed to by the parties, a neutral evaluator may employ reasonable and necessary administrative or other support services.

REQUIREMENT TO WITHDRAW

7. At any time a party may give a neutral evaluator and the other parties a written notice, with or without reasons, requiring the neutral evaluator to withdraw from the neutral evaluation on the grounds that the party has justifiable doubts as to the neutral evaluator's independence or impartiality.
8. On receipt of a written notice under section 7, the neutral evaluator must immediately withdraw from the neutral evaluation.

9. A person who is a Tsawwassen Member, or related to a Tsawwassen Member, must not be required to withdraw under section 7 solely on the grounds of that membership or relationship.

**END OF APPOINTMENT**

10. A neutral evaluator’s appointment terminates if:
    a. the neutral evaluator is required to withdraw under section 8;
    b. the neutral evaluator withdraws from office for any reason; or
    c. the parties agree to the termination.

11. Unless the parties agree otherwise, if a neutral evaluator's appointment terminates, a replacement will be appointed under section 5 within the required time commencing from the date of the termination of the appointment.

**COMMUNICATIONS**

12. Except with respect to administrative details or a meeting under section 31, the parties will not communicate with the neutral evaluator:
    a. orally except in the presence of all parties; or
    b. in writing without immediately sending a copy of that communication to all parties.

13. Section 12 also applies to any communication by a neutral evaluator to the parties.

**CONDUCT OF NEUTRAL EVALUATION**

14. The parties will:
    a. cooperate fully with the neutral evaluator;
    b. comply with any requests made by the neutral evaluator as permitted or required under this Appendix; and
    c. give prompt attention to and respond to all communications from the neutral evaluator.
15. A neutral evaluation will be conducted only on the basis of documents submitted by the parties under section 20 unless the parties agree to, or the neutral evaluator requires, additional submissions or other forms of evidence.

16. If a hearing is held, the hearing must be conducted as efficiently as possible and in the manner the neutral evaluator specifies, after consultation with the parties.

17. If a hearing is held, the neutral evaluator must give the parties reasonable written notice of the hearing date, which notice must, in any event, be not less than seven days.

18. No transcript or recording will be kept of a hearing, but this does not prevent a person attending the hearing from keeping notes of the hearing.

19. The legal rules of evidence do not apply to a neutral evaluation.

20. Within 15 days after the appointment of a neutral evaluator, each party must deliver to the other parties and to the neutral evaluator a written submission respecting the Disagreement, including facts upon which the parties agree or disagree, and copies of any documents, affidavits and exhibits on which the party relies.

21. Within 21 days after the appointment of a neutral evaluator, a party may submit a reply to the submission of any other party and, in that event, will provide copies of the reply to the party and the neutral evaluator.

CONFIDENTIALITY

22. In order to assist in the resolution of the Disagreement, a neutral evaluation will not be open to the public.

23. The parties, and all persons, will keep confidential:

   a. all oral and written information disclosed in the neutral evaluation; and
   
   b. the fact that this information has been disclosed.

24. The parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the neutral evaluation, any oral or written information disclosed in or arising from the neutral evaluation, including:

   a. any documents of other parties produced in the course of the neutral evaluation which are not otherwise produced or producible in that proceeding;
   
   b. any views expressed, or suggestions made, in respect of a possible settlement of the Disagreement;
c. any admissions made by any party in the course of the neutral evaluation, unless otherwise stipulated by the admitting party;

d. the fact that any party has indicated a willingness to make or accept a proposal for settlement; and

e. subject to section 28, the opinion of the neutral evaluator.

25. Sections 23 and 24 do not apply:

a. in any proceedings for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of a neutral evaluation;

b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or

c. if the oral or written information is in the public forum.

26. A neutral evaluator, or anyone retained or employed by the neutral evaluator, is not compellable in any proceedings to give evidence about any oral and written information acquired or opinion formed by that person as a result of a neutral evaluation under this Appendix, and all parties will oppose any effort to have that person or that information subpoenaed.

27. A neutral evaluator and anyone retained or employed by the neutral evaluator is disqualified as a consultant or expert in any proceeding relating to the Disagreement, including any proceeding that involves persons not a party to the neutral evaluation.

28. Despite sections 23 to 26, after an arbitral tribunal has delivered its final arbitral award, or a court has referred its decision, in respect of a Disagreement, a party, for the purpose only of making a submission on the allocation of costs of that arbitral or judicial proceeding, may give to the arbitral tribunal or the court a copy of:

a. the neutral evaluator’s opinion respecting that agreement; or

b. the neutral evaluator’s notice of termination under section 7.

NON-BINDING OPINION

29. Within 21 days after the later of:

a. delivery of the last submission required or permitted in a neutral evaluation under this Appendix; or

b. completion of a hearing,
the neutral evaluator will deliver to the parties a written opinion with reasons in respect of the probable disposition of the Disagreement should it be submitted to arbitral or judicial proceedings, as the case may be, under the Chapter.

30. An opinion under section 29 is not binding on the parties.

ATTEMPT TO RESOLVE AFTER OPINION

31. Within 21 days after delivery of an opinion under section 29, the parties will meet and make an effort to resolve the Disagreement, taking into account the opinion of the neutral evaluator or any other considerations.

32. If the parties and the neutral evaluator agree, the neutral evaluator may attend a meeting under section 31, and provide any necessary assistance to the parties.

FAILURE TO COMPLY

33. If a party fails to participate in the neutral evaluation as contemplated in sections 14 to 21, the neutral evaluator may:

   a. provide an opinion based solely upon the information and submissions they have obtained; or
   b. give a written notice of termination of the neutral evaluation and, in either event, the neutral evaluator must record that party's failure.

TERMINATION OF NEUTRAL EVALUATION

34. A neutral evaluation is terminated when any of the following occurs:

   a. the neutral evaluator gives a notice of termination under section 33(b);
   b. the expiration of 30 days after receipt of an opinion under section 29 or 33, as the case may be, or any longer period agreed by the parties;
   c. all the parties directly engaged in the Disagreement agree in writing to terminate evaluation; or
   d. all the parties directly engaged in the Disagreement sign a written agreement resolving the Disagreement.

COSTS

35. A party that has failed to participate in a neutral evaluation as contemplated in sections 14 to 21 is responsible for its share of the costs of the neutral evaluation, despite its failure to participate.
FEDERAL EXPROPRIATION

36. Where the matter referred to the neutral evaluator is an objection to a proposed expropriation of an interest in Tsawwassen Lands under clause 66 of the Lands Chapter, the following abridgement of time limits applies to the neutral evaluation process set out in this Appendix, unless the Parties otherwise agree in writing:

a. under clause 5, the parties must agree to a neutral evaluator within 7 days after the commencement of a neutral evaluation; and

b. under clause 16, if a hearing is held it must be held within 35 days of the commencement of a neutral evaluation.

37. Where the matter referred to the neutral evaluator is an objection to a proposed expropriation of an interest in Tsawwassen Lands under clause 66 of the Lands Chapter, clauses 31, 32, 33(b) and 34(a) of this Appendix do not apply to a neutral evaluation.

38. For greater certainty, a neutral evaluation concerning an objection by the Tsawwassen First Nation to a proposed expropriation by Canada of an interest in Tsawwassen Lands commences for the purposes of clause 2 of this Appendix on the day that notice in writing is received by the Federal Expropriating Authority.
DEFINITION

1. In this Appendix:
   a. "Chapter" means the Dispute Resolution chapter;
   b. "council" means the elders advisory council appointed under this Appendix;
   c. "elder" means a member of a council;
   d. "party" means a participating Party to the reference under this Appendix;
   e. "reference" means a reference of a Disagreement to the council; and
   f. "section" means a section in this Appendix.

GENERAL

2. A reference commences on the date the Parties directly engaged in the Disagreement have agreed in writing to use an elders advisory council under clause 23 of the Chapter.

APPOINTMENT OF ELDERS

3. Within 30 days after a reference has commenced, each party will appoint at least one, but not more than three, elders to the council.

4. Preferably, the elders will be individuals who:
   a. are recognized in their respective communities as wise, tolerant, personable and articulate, and who:
      i. are often sought out for counsel or advice, or
      ii. have a record of distinguished public service; and
   b. are available to devote the time and energy as required to provide the assistance described in this Appendix.

END OF APPOINTMENT

5. Unless an elder:
a. has requested to be relieved of their appointment due to a conflict of interest or otherwise; or

b. is not able to fulfill their duties, due to incapacity or otherwise

the elder’s appointment to the council may not be terminated until termination of the reference in which the elder is involved.

6. If an elder’s appointment is terminated in the circumstances described in section 5(a) or (b) and that elder was the only elder of the council appointed by a party to the reference, that party must replace the elder within seven days.

7. If an elder’s appointment is terminated in the circumstances described in section 5(a) or (b) and that elder was not the only elder of the council appointed by a party to the reference, that party may replace the elder but the replacement must be made within seven days.

CONDUCT OF REFERENCE

8. In a reference, the parties will cooperate fully with the council, and give prompt attention to, and respond, to all communications from the council.

9. Notwithstanding section 8, a party is not required to disclose to the council or provide it with any information that the party would not be required to disclose in any arbitral or judicial proceedings in respect of the Disagreement.

10. The council is expected to conduct itself informally in order that the parties may take full advantage of the council’s good offices to resolve the Disagreement.

11. The council may establish its own process to suit the particular circumstances of a reference including meeting with the parties together or separately, conducting informal interviews or inquiries and facilitating settlement negotiations.

12. The council will give the parties its final advice or recommendations on a Disagreement referred to it within 120 days after the commencement of the reference.

13. The council may, at its option, provide its advice to the parties:

   a. orally on the same occasion; or

   b. in writing.

14. The council may, by unanimous decision, extend the time for giving advice or recommendations under section 12, on one occasion only, to a maximum of 60 additional days.
15. The advice or recommendations of the council are not binding on the parties.

16. Subject to any limitations agreed to by the parties, the council may employ reasonable and necessary administrative or other support services.

**RIGHT TO WITHDRAW**

17. A party may not withdraw from a reference until its conclusion unless all the parties agree in writing.

**CONFIDENTIALITY**

18. In order to assist in the resolution of the Disagreement, a reference will not be open to the public.

19. The parties, and all persons, will keep confidential:

   a. all oral and written information disclosed in the reference; and
   b. the fact that this information has been disclosed.

20. The parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the reference, any oral or written information disclosed in or arising from the reference, including:

   a. any documents of other parties produced in the course of the reference that are not otherwise produced or producible in that proceeding;
   b. any views expressed, or suggestions made, in respect of a possible settlement of the Disagreement;
   c. any admissions made by any party in the course of the reference, unless otherwise stipulated by the admitting party;
   d. any advice or recommendations made by an elder or the council; and
   e. the fact that any party has indicated a willingness to make or accept any advice or recommendation for settlement.

21. Sections 19 and 20 do not apply:

   a. in any proceedings for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of the reference;
b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or

c. if the oral or written information referred to in those sections is in the public forum.

22. An elder, or anyone retained or employed by the council, is not compellable in any proceeding to give evidence about any oral and written information acquired or opinion formed by that person as a result of the reference and all parties will oppose any effort to have that person or that information subpoenaed.

23. An elder, or anyone retained or employed by the council, is disqualified as a consultant or expert in any proceeding relating to the Disagreement, including any proceeding that involves persons not a party to the reference.

DECISION-MAKING

24. The council must make its best efforts to reach consensus among the elders before taking any action or giving any advice under the reference.

25. The council may not take any action under section 12 unless at least one elder appointed by each party expressly agrees with the action taken.

TERMINATION OF REFERENCE

26. A reference is terminated when any of the following occurs:

a. the council gives the parties its advice under section 12;

b. the expiration of the applicable time period in section 12 or 14; or

c. the parties directly engaged in the Disagreement sign a written agreement resolving the Disagreement.
APPENDIX P–6

Arbitration

DEFINITIONS

1. In this Appendix:
   a. "applicant" means:
      i. in an arbitration commenced under clause 27 of the Chapter, the party that delivered the notice of arbitration, and
      ii. in an arbitration commenced under clause 28 of the Chapter, the party that the parties have agreed will be the applicant in the agreement to arbitrate;
   b. "arbitral award" means any decision of the arbitral tribunal on the substance of the Disagreement submitted to it, and includes:
      i. an interim arbitral award, including an interim award made for the preservation of property, and
      ii. an award of interest or costs;
   c. "arbitral tribunal" means a single arbitrator or a panel of arbitrators appointed under this Appendix;
   d. "arbitration agreement" includes
      i. the requirement to refer to arbitration Disagreements described in clause 27 of the Chapter; and
      ii. an agreement to arbitrate a Disagreement as described in clause 28 of the Chapter;
   e. "Chapter" means the Dispute Resolution chapter of the Agreement;
   f. "party" means a participating Party to arbitration under this Appendix;
   g. "respondent" means a party other than the applicant;
   h. "section" means a section of this Appendix;
   i. "Supreme Court" means the Supreme Court of British Columbia.
2. A reference in this Appendix, other than in section 88 or 117(a), to a claim, applies to a counterclaim, and a reference in this Appendix to a defence, applies to a defence to a counterclaim.

3. Despite clause 3 of the Chapter, the parties may not vary section 54 or 98.

COMMUNICATIONS

4. Except in respect of administrative details, the parties will not communicate with the arbitral tribunal:
   a. orally, except in the presence of all other parties; or
   b. in writing, without immediately sending a copy of that communication to all other parties.

5. Section 4 also applies to any communication by the arbitral tribunal to the parties.

WAIVER OF RIGHT TO OBJECT

6. A party that knows that:
   a. any provision of this Appendix; or
   b. any requirement under the Agreement or arbitration agreement

   has not been complied with, and yet proceeds with the arbitration without stating its objection to noncompliance without undue delay or, if a time limit is provided for stating that objection, within that period of time, will be deemed to have waived its right to object.

7. In section 6(a) "any provision of this Appendix" means any provision of this Appendix in respect of which the parties may otherwise agree.

EXTENT OF JUDICIAL INTERVENTION

8. In matters governed by this Appendix:
   a. no court shall intervene except as provided in this Appendix; and
   b. no arbitral proceedings of an arbitral tribunal, or an order, ruling or arbitral award made by an arbitral tribunal shall be questioned, reviewed or restrained by a proceeding under any legislation or other law that permits judicial review except to the extent provided in this Appendix.
CONSTRUCTION OF APPENDIX

9. In construing a provision of this Appendix, a court or arbitral tribunal may refer to the documents of the United Nations Commission on International Trade Law and its working group respecting the preparation of the UNCITRAL Model Arbitration Law and must give those documents the weight that is appropriate in the circumstances.

STAY OF LEGAL PROCEEDINGS

10. If a Party commences legal proceedings in a court against another Party in respect of a matter required or agreed to be submitted to arbitration, a Party to the legal proceedings may, before or after entering an appearance, and before delivery of any pleadings or taking any other step in the proceedings, apply to that court to stay the proceedings.

11. In an application under section 10, the court must make an order staying the legal proceedings unless it determines that:

   a. the arbitration agreement is null and void, inoperative or incapable of being performed; or

   b. the legal proceedings are permitted under the Chapter.

12. An arbitration may be commenced or continued, and an arbitral award made, even if an application has been brought under section 10, and the issue is pending before the court.

INTERIM MEASURES BY COURT

13. It is not incompatible with an arbitration agreement for a Party to request from a court, before or during arbitral proceedings, an interim measure of protection as provided in clause 13 of the Chapter, and for a court to grant that measure.

COMMENCEMENT OF ARBITRAL PROCEEDINGS

14. The arbitral proceedings in respect of a Disagreement:

   a. required to be arbitrated as set out in clause 27 of the Chapter, commences on delivery of the notice of arbitration to the Parties; or

   b. agreed to be arbitrated as set out in clause 28 of the Chapter, commences on the date of the arbitration agreement.
NOTICE OF ARBITRATION

15. A notice of arbitration under clause 27 of the Chapter must be in writing and contain the following information:

   a. a statement of the subject matter or issues of the Disagreement;
   b. a requirement that the Disagreement be referred to arbitration;
   c. the remedy sought;
   d. the suggested number of arbitrators; and
   e. any preferred qualifications of the arbitrators.

16. A notice of arbitration under section 15 may contain the names of any proposed arbitrators, including the information specified in section 17.

ARBITRATORS

17. In an arbitration:

   a. required to be arbitrated as set out in clause 27 of the Chapter, there will be three arbitrators; and
   b. agreed to be arbitrated as set out in clause 28 of the Chapter, there will be one arbitrator.

18. A person eligible for appointment as:

   a. a single arbitrator or as chair of an arbitral tribunal will be an experienced arbitrator or arbitration counsel or have had training in arbitral procedure; and
   b. as a single arbitrator or member of an arbitral panel:
      i. will be independent and impartial, and
      ii. preferably, will have knowledge of, or experience in, the subject matter or issues of the Disagreement.

APPOINTMENT OF ARBITRATORS

19. A party proposing the name of an arbitrator to another party under section 20 will also submit a copy of that person’s resume and the statement that person is required to make under section 27.
20. In an arbitration with a single arbitrator, if the parties fail to agree on the arbitrator within 30 days after the commencement of the arbitration, the appointment will be made by the Neutral Appointing Authority, on the written request of a party that is copied to the other parties.

21. In an arbitration with three arbitrators and two parties, each party will appoint one arbitrator, and the two appointed arbitrators will appoint the third arbitrator.

22. In the appointment procedure under section 21, if:
   a. a party fails to appoint an arbitrator within 30 days after receipt of a request to do so from the other party; or
   b. the two appointed arbitrators fail to agree on the third arbitrator within 30 days after the last of them was appointed

   the appointment will be made by the Neutral Appointing Authority, on the written request of a party that is copied to the other parties.

23. In an arbitration with three arbitrators and three parties, the three parties will jointly appoint the three arbitrators.

24. In the arbitration procedure under section 23, if the three parties fail to agree on the three arbitrators within 60 days after the commencement of the arbitration, the appointments will be made by the Neutral Appointing Authority, on the written request of a party copied to the other parties.

25. In an arbitration procedure under sections 21 or 23, the three arbitrators shall select a chair of the arbitral tribunal. In the event that the three arbitrators are unable to agree on the selection of a chair before the Pre-Hearing Meeting, they shall so advise the Neutral Appointing Authority in writing and the Neutral Appointing Authority will select a chair.

26. The Neutral Appointing Authority, in appointing an arbitrator or the chair of an arbitral tribunal, must have due regard to:
   a. any qualifications required of the arbitrator as set out in section 18 or as otherwise agreed in writing by the parties; and
   b. other considerations as are likely to secure the appointment of an independent and impartial arbitrator or chair.

GROUND FOR CHALLENGE

27. When a person is approached in connection with possible appointment as an arbitrator, that person must provide a written statement:
a. disclosing any circumstances likely to give rise to justifiable doubts as to their independence or impartiality; or

b. advising that the person is not aware of any circumstances of that nature and committing to disclose them if they arise or become known at a later date.

28. An arbitrator, from the time of appointment and throughout the arbitral proceedings, must, without delay, disclose to the parties any circumstances referred to in section 27 unless the parties have already been informed of them.

29. An arbitrator may be challenged only if:

   a. circumstances exist that give rise to justifiable doubts as to the arbitrator’s independence or impartiality; or

   b. the arbitrator does not possess the qualifications set out in this Appendix or as otherwise agreed in writing by the parties.

30. A party may only challenge an arbitrator appointed by that party, or in whose appointment that party has participated, for reasons of which that party becomes aware after the appointment has been made.

31. A person who is a Tsawwassen Member, or related to a Tsawwassen Member, may not be challenged under section 29 solely on the grounds of that membership or relationship.

CHALLENGE PROCEDURE

32. A party who intends to challenge an arbitrator will send to the arbitral tribunal a written statement of the reasons for the challenge within 15 days after becoming aware of the constitution of the arbitral tribunal, or after becoming aware of any circumstances referred to in section 29.

33. Unless the arbitrator challenged under section 32 withdraws from office, or the other parties agree to the challenge, the arbitral tribunal must decide on the challenge.

34. If a challenge under any procedure agreed upon by the parties or under the procedure under section 32 is not successful, the challenging party, within 30 days after having received notice of the decision rejecting the challenge, may request the Neutral Appointing Authority to decide on the challenge.

35. The decision of the Neutral Appointing Authority under section 34 is final and is not subject to appeal.
36. While a request under section 34 is pending, the arbitral tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an arbitral award unless:
   
a. the costs occasioned by proceeding before the decision of the Neutral Appointing Authority is made would unduly prejudice the parties; or
   
b. the parties agree otherwise.

FAILURE OR IMPOSSIBILITY TO ACT

37. The mandate of an arbitrator terminates if the arbitrator becomes unable at law, or as a practical matter, to perform the arbitrator's functions, or for other reasons fails to act without undue delay.

38. If a controversy remains concerning any of the grounds referred to in section 37, a party may request the Neutral Appointing Authority to decide on the termination of the mandate.

TERMINATION OF MANDATE AND SUBSTITUTION OF ARBITRATOR

39. In addition to the circumstances referred to under sections 32 to 34, and 37, the mandate of an arbitrator terminates:
   
a. if the arbitrator withdraws from office for any reason; or
   
b. by, or pursuant to, agreement of the parties.

40. If the mandate of an arbitrator terminates, a replacement arbitrator must be appointed under sections 19 to 26, as applicable.

41. If a single or chairing arbitrator is replaced, any hearings previously held must be repeated.

42. If an arbitrator other than a single or chairing arbitrator is replaced, any hearings previously held may be repeated at the discretion of the arbitral tribunal.

43. An order or ruling of the arbitral tribunal made before the replacement of an arbitrator under section 40 is not invalid solely because there has been a change in the composition of the tribunal.

COMPETENCE OF ARBITRAL TRIBUNAL TO RULE ON ITS JURISDICTION

44. An arbitral tribunal may rule on its own jurisdiction.
45. A plea that an arbitral tribunal does not have jurisdiction must be raised not later than the submission of the statement of defence; but a party is not precluded from raising that plea by the fact that the party has appointed, or participated in the appointment of, an arbitrator.

46. A plea that an arbitral tribunal is exceeding the scope of its authority must be made as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings.

47. An arbitral tribunal may, in either of the cases referred to in section 45 or 46, admit a later plea if it considers the delay justified.

48. An arbitral tribunal may rule on a plea referred to in section 45 or 46 either as a preliminary question or in the arbitral award.

49. If an arbitral tribunal rules as a preliminary question that it has jurisdiction, any party, within 15 days after having received notice of that ruling, may request the Supreme Court to decide the matter.

50. A decision of the Supreme Court under section 49 is final and is not subject to appeal.

51. While a request under section 49 is pending, an arbitral tribunal may continue the arbitral proceedings and make an arbitral award unless:

   a. the costs occasioned by proceeding before the decision of the Supreme Court is made would unduly prejudice the parties; or

   b. the parties agree otherwise.

INTERIM MEASURES ORDERED BY ARBITRAL TRIBUNAL

52. Unless otherwise agreed by the parties, the arbitral tribunal may, at the request of a party, order a party to take any interim measure of protection as the arbitral tribunal may consider necessary in respect of the subject matter of the Disagreement.

53. The arbitral tribunal may require a party to provide appropriate security in connection with a measure ordered under section 52.

EQUAL TREATMENT OF PARTIES

54. The parties must be treated with equality and each party must be given a full opportunity to present its case.
DETERMINATION OF RULES OF PROCEDURE

55. Subject to this Appendix, the parties may agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings.

56. Failing any agreement under section 55, the arbitral tribunal, subject to this Appendix, may conduct the arbitration in the manner it considers appropriate.

57. The arbitral tribunal is not required to apply the legal rules of evidence, and may determine the admissibility, relevance, materiality and weight of any evidence.

58. The arbitral tribunal must make all reasonable efforts to conduct the arbitral proceedings in the most efficient, expeditious and cost effective manner as is appropriate in all the circumstances of the case.

59. The arbitral tribunal may extend or abridge a period of time:
   a. set in this Appendix, except the period specified in section 107; or
   b. established by the tribunal.

PRE-HEARING MEETING

60. Within 10 days after the arbitral tribunal is constituted, the tribunal must convene a pre-hearing meeting of the parties to reach agreement and to make any necessary orders on:
   a. any procedural issues arising under this Appendix;
   b. selection of the arbitral tribunal’s selected chair;
   c. the procedure to be followed in the arbitration;
   d. the time periods for taking steps in the arbitration;
   e. the scheduling of hearings or meetings, if any;
   f. any preliminary applications or objections; and
   g. any other matter which will assist the arbitration to proceed in an efficient and expeditious manner.

61. The arbitral tribunal must prepare and distribute promptly to the parties a written record of all the business transacted, and decisions and orders made, at the pre-hearing meeting.
62. The pre-hearing meeting may be conducted by conference call.

PLACE OF ARBITRATION

63. The arbitration will take place in the Province of British Columbia.

64. Despite section 63, an arbitral tribunal may meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of documents, goods or other personal property, or for viewing physical locations.

LANGUAGE

65. If the arbitral tribunal determines that it was necessary or reasonable for a party to incur the costs of translation of documents and oral presentations in the circumstances of a particular Disagreement, the arbitral tribunal, on application of a party, may order that any of the costs of that translation be deemed to be costs of the arbitration under clause 44 of the Chapter.

STATEMENTS OF CLAIM AND DEFENCE

66. Within 21 days after the arbitral tribunal is constituted, the applicant will deliver a written statement to all the Parties stating the facts supporting its claim or position, the points at issue and the relief or remedy sought.

67. Within 15 days after receipt of the applicant's statement, each respondent will deliver a written statement to all the Parties stating its defence or position in respect of those particulars.

68. Each party must attach to its statement a list of documents:

   a. upon which the party intends to rely; and
   
   b. which describes each document by kind, date, author, addressee and subject matter.

69. The parties may amend or supplement their statements, including the list of documents, and deliver counter-claims and defences to counter-claims during the course of the arbitral proceedings, unless the arbitral tribunal considers it inappropriate to allow the amendment, supplement or additional pleadings having regard to:

   a. the delay in making it; and
   
   b. any prejudice suffered by the other parties.
70. The parties will deliver copies of all amended, supplemented or new documents delivered under section 69 to all the Parties.

**DISCLOSURE**

71. The arbitral tribunal may order a party to produce, within a specified time, any documents that:
   a. have not been listed under section 68;
   b. the party has in its care, custody or control; and
   c. the arbitral tribunal considers to be relevant.

72. Each party will allow the other party the necessary access at reasonable times to inspect and take copies of all documents that the former party has listed under section 68, or that the arbitral tribunal has ordered to be produced under section 71.

73. The parties will prepare and send to the arbitral tribunal an agreed statement of facts within the time specified by the arbitral tribunal.

74. Not later than 21 days before a hearing commences, each party will give the other party:
   a. the name and address of any witness and a written summary of the witness's evidence; and
   b. in the case of an expert witness, a written statement or report prepared by the expert witness.

75. Not later than 15 days before a hearing commences, each party will give to the other party and the arbitral tribunal an assembly of all documents to be introduced at the hearing.

**HEARINGS AND WRITTEN PROCEEDINGS**

76. The arbitral tribunal must decide whether to hold hearings for the presentation of evidence or for oral argument, or whether the proceedings will be conducted on the basis of documents and other materials.

77. Unless the parties have agreed that no hearings will be held, the arbitral tribunal must hold hearings at an appropriate stage of the proceedings, if so requested by a party.

78. The arbitral tribunal must give the parties sufficient advance notice of any hearing and of any meeting of the arbitral tribunal for the purpose of inspection of documents, goods or other property or viewing any physical location.
79. All statements, documents or other information supplied to, or applications made to, the arbitral tribunal by one party will be communicated to the other party, and any expert report or evidentiary document on which the arbitral tribunal may rely in making its decision must be communicated to the parties.

80. Unless ordered by the arbitral tribunal, all hearings and meetings in arbitral proceedings, other than meetings of the arbitral tribunal, are open to the public.

81. The arbitral tribunal must schedule hearings to be held on consecutive days until completion.

82. All oral evidence must be taken in the presence of the arbitral tribunal and all the parties unless a party is absent by default or has waived the right to be present.

83. The arbitral tribunal may order any individual to be examined by the arbitral tribunal under oath or on affirmation in relation to the Disagreement and to produce before the arbitral tribunal all relevant documents within the individual's care, custody or control.

84. The document assemblies delivered under section 75 will be deemed to have been entered into evidence at the hearing without further proof and without being read out at the hearing, but a party may challenge the admissibility of any document so introduced.

85. If the arbitral tribunal considers it just and reasonable to do so, the arbitral tribunal may permit a document that was not previously listed under section 68, or produced as required under section 71 or 75, to be introduced at the hearing, but the arbitral tribunal may take that failure into account when fixing the costs to be awarded in the arbitration.

86. If the arbitral tribunal permits the evidence of a witness to be presented as a written statement, the other party may require that witness to be made available for cross examination at the hearing.

87. The arbitral tribunal may order a witness to appear and give evidence, and, in that event, the parties may cross examine that witness and call evidence in rebuttal.

DEFAULT OF A PARTY

88. If, without showing sufficient cause, the applicant fails to communicate its statement of claim in accordance with section 66, the arbitral tribunal may terminate the proceedings.

89. If, without showing sufficient cause, a respondent fails to communicate its statement of defence in accordance with section 67, the arbitral tribunal must continue the
proceedings without treating that failure in itself as an admission of the applicant's allegations.

90. If, without showing sufficient cause, a party fails to appear at the hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make the arbitral award on the evidence before it.

91. Before terminating the proceedings under section 88, the arbitral tribunal must give all respondents written notice providing an opportunity to file a statement of claim in respect of the Disagreement within a specified period of time.

EXPERT APPOINTED BY ARBITRAL TRIBUNAL

92. After consulting the parties, the arbitral tribunal may:
   a. appoint one or more experts to report to it on specific issues to be determined by the arbitral tribunal; and
   b. for that purpose, require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other personal property or land for inspection or viewing.

93. The arbitral tribunal must give a copy of the expert's report to the parties who must have an opportunity to reply to it.

94. If a party so requests, or if the arbitral tribunal considers it necessary, the expert must, after delivery of a written or oral report, participate in a hearing where the parties must have the opportunity to cross examine the expert and to call any evidence in rebuttal.

95. The expert must, on the request of a party:
   a. make available to that party for examination all documents, goods or other property in the expert's possession, and provided to the expert in order to prepare a report; and
   b. provide that party with a list of all documents, goods or other personal property or land not in the expert's possession but which were provided to or given access to the expert, and a description of the location of those documents, goods or other personal property or lands.

LAW APPLICABLE TO SUBSTANCE OF DISPUTE

96. An arbitral tribunal must decide the Disagreement in accordance with the law.

97. If the parties have expressly authorized it to do so, an arbitral tribunal may decide the Disagreement based upon equitable considerations.
98. In all cases, an arbitral tribunal must make its decisions in accordance with the spirit and intent of the Agreement.

99. Before a final arbitral award is made, an arbitral tribunal or a party, with the agreement of the other parties, may refer a question of law to the Supreme Court for a ruling.

100. A party may appeal a decision in the Supreme Court under section 99 to the British Columbia Court of Appeal with leave of the British Columbia Court of Appeal. If the British Columbia Court of Appeal:
   a. refuses to grant leave to a party to appeal a ruling of the Supreme Court under section 99; or
   b. hears an appeal from a ruling of the Supreme Court under section 99

the decision of the British Columbia Court of Appeal may not be appealed to the Supreme Court of Canada.

101. While a request under section 99 is pending, the arbitral tribunal may continue the arbitral proceedings and make an arbitral award unless:
   a. the costs occasioned by proceeding before the ruling of the Supreme Court is made would unduly prejudice the parties; or
   b. the parties agree otherwise.

DEcision making BY PANEL of ARBITRATORS

102. In arbitral proceedings with more than one arbitrator, any decision of the arbitral tribunal must be made by a majority of all its members.

103. If there is no majority decision on a matter to be decided, the decision of the chair of the tribunal is the decision of the tribunal.

104. Notwithstanding section 102, if authorized by the parties or all the members of the arbitral tribunal, questions of procedure may be decided by the chair of the tribunal.

Settlement

105. If, during arbitral proceedings, the parties settle the Disagreement, the arbitral tribunal must terminate the proceedings and, if requested by the parties, must record the settlement in the form of an arbitral award on agreed terms.

106. An arbitral award on agreed terms:
APPENDICES TSÅWWASSEN FIRST NATION FINAL AGREEMENT

a. must be made in accordance with sections 108 to 110;

b. must state that it is an arbitral award; and

c. has the same status and effect as any other arbitral award on the substance of the Disagreement.

FORM AND CONTENT OF ARBITRAL AWARD

107. An arbitral tribunal must make its final award as soon as possible and, in any event, not later than 60 days after:

a. the hearings have been closed; or

b. the final submission has been made

whichever is the later date.

108. An arbitral award must be made in writing, and be signed by the members of the arbitral tribunal.

109. An arbitral award must state the reasons upon which it is based, unless:

a. the parties have agreed that no reasons are to be given; or

b. the award is an arbitral award on agreed terms under section 105 and 106.

110. A signed copy of an arbitral award must be delivered to all the Parties by the arbitral tribunal.

111. At any time during the arbitral proceedings, an arbitral tribunal may make an interim arbitral award on any matter with respect to which it may make a final arbitral award.

112. An arbitral tribunal may award interest.

113. The costs of an arbitration are in the discretion of the arbitral tribunal which, in making an order for costs, may:

a. include as costs:

   i. the fees and expenses of the arbitrators and expert witnesses,

   ii. legal fees and expenses of the parties,

   iii. any administration fees of a Neutral Appointing Authority, or
iv. any other expenses incurred in connection with the arbitral proceedings; and

b. specify:
   i. the party entitled to costs,
   ii. the party who will pay the costs,
   iii. subject to section 114, the amount of costs or method of determining that amount, and
   iv. the manner in which the costs will be paid.

114. For purposes of section 113, an arbitral tribunal may award up to 50% of the reasonable and necessary legal fees and expenses that were actually incurred by a party, and if the legal services were provided by an employee or employees of that party, the arbitral tribunal may fix an amount or determine an hourly rate to be used in the calculation of the cost of those employee legal fees.

TERMINATION OF PROCEEDINGS

115. An arbitral tribunal must close any hearings if:
   a. the parties advise they have no further evidence to give or submissions to make; or
   b. the tribunal considers further hearings to be unnecessary or inappropriate.

116. A final arbitral award, or an order of the arbitral tribunal under section 117, terminates arbitral proceedings.

117. An arbitral tribunal must issue an order for the termination of the arbitral proceedings if:
   a. the applicant withdraws its claim, unless the respondent objects to the order and the arbitral tribunal recognizes a legitimate interest in obtaining a final settlement of the Disagreement;
   b. the parties agree on the termination of the proceedings; or
   c. the arbitral tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.

118. Subject to sections 119 to 124 and section 128, the mandate of an arbitral tribunal terminates with the termination of the arbitral proceedings.
CORRECTION AND INTERPRETATION OF AWARD; ADDITIONAL AWARD

119. Within 30 days after receipt of an arbitral award:

a. a party may request the arbitral tribunal to correct in the tribunal award any computation errors, any clerical or typographical errors or any other errors of a similar nature; and

b. a party may, if agreed by all the parties, request the arbitral tribunal to give an interpretation of a specific point or part of the arbitral award.

120. If an arbitral tribunal considers a request made under section 119 to be justified, it must make the correction or give the interpretation within 30 days after receipt of the request and the interpretation will form part of the arbitral award.

121. An arbitral tribunal, on its own initiative, may correct any error of the type referred to in subsection 119(a) within 30 days after the date of the arbitral award.

122. A party may request, within 30 days after receipt of an arbitral award, the arbitral tribunal to make an additional arbitral award respecting claims presented in the arbitral proceedings but omitted from the arbitral award.

123. If the arbitral tribunal considers a request made under section 122 to be justified, it must make an additional arbitral award within 60 days.

124. Sections 108 to 110, and sections 112 to 114 apply to a correction or interpretation of an arbitral award made under section 120 or 121, or to an additional arbitral award made under section 123.

APPLICATION FOR SETTING ASIDE ARBITRAL AWARD

125. Subject to sections 130 and 132, an arbitral award may be set aside by the Supreme Court, and no other court, only if a party making the application establishes that:

a. the party making the application:

   i. was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings, or

   ii. was otherwise unable to present its case or respond to the other party’s case;

b. the arbitral award:
i. deals with a Disagreement not contemplated by or not falling within the terms of the submission to arbitration, or

ii. contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the arbitral award that contains decisions on matters not submitted to arbitration may be set aside;

c. the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless that agreement was in conflict with a provision of this Appendix from which the parties cannot derogate, or, failing any agreement, was not in accordance with this Appendix;

d. the arbitral tribunal or a member of it has committed a corrupt or fraudulent act; or

e. the award was obtained by fraud.

126. An application for setting aside may not be made more than three months:

a. after the date on which the party making that application received the arbitral award; or

b. if a request had been made under section 119 or 122, after the date on which that request was disposed of by the arbitral tribunal.

127. An application to set aside an award on the ground that the arbitral tribunal or a member of it has committed a corrupt or fraudulent act or that the award was obtained by fraud must be commenced:

a. within the period referred to in section 126; or

b. within 30 days after the applicant discovers or ought to have discovered the fraud or corrupt or fraudulent act

whichever is the longer period.

128. When asked to set aside an arbitral award, the Supreme Court may, where it is appropriate and it is requested by a party, adjourn the proceedings to set aside the arbitral award for a period of time determined by it in order to give the arbitral tribunal an opportunity:

a. to resume the arbitral proceedings; or
b. to take any other action that, in the arbitral tribunal's opinion, will eliminate the grounds for setting aside the arbitral award.

129. A Party that was not a participating Party in an arbitration must be given notice of an application under section 125, and is entitled to be a party to, and make representation on, the application.

APPEAL ON QUESTION OF LAW

130. A party may appeal an arbitral award to the Supreme Court, with leave, on a question of law, which the Supreme Court must grant only if it is satisfied that:

a. the importance of the result of the arbitration to the parties justifies the intervention of the court, and the determination of the point of law may prevent a miscarriage of justice; or

b. the point of law is of general or public importance.

131. An application for leave may not be made more than three months:

a. after the date on which the party making the application received the arbitral award; or

b. if a request had been made under section 119 or 122, after the date on which that request was disposed of by the arbitral tribunal.

132. The Supreme Court may confirm, vary or set aside the arbitral award or may remit the award to the arbitral tribunal with directions, including the court's opinion on the question of law.

133. When asked to set aside an arbitral award the Supreme Court may, where it is appropriate and it is requested by a party, adjourn the proceedings to set aside the arbitral award for a period of time determined by it in order to give the arbitral tribunal an opportunity:

a. to resume the arbitral proceedings; or

b. to take any other action that, in the arbitral tribunal's opinion, will eliminate the grounds for setting aside the arbitral award.

134. A Party that was not a participating Party in an arbitration must be given notice of an application under section 130 and is entitled to be a party to, and make representation on the application.

135. A party may appeal a decision of the Supreme Court under section 132 to the British Columbia Court of Appeal with leave of the British Columbia Court of Appeal.
136. If the British Columbia Court of Appeal:
   a. refuses to grant leave to a party to appeal a ruling of the Supreme Court under section 132; or
   b. hears an appeal from a ruling of the Supreme Court under section 132,
   the decision of the British Columbia Court of Appeal may not be appealed to the Supreme Court of Canada.

137. No application may be made under section 130 in respect of:
   a. an arbitral award based upon equitable considerations as permitted in section 97; or
   b. an arbitral award made in an arbitration commenced under clause 29 of the Chapter.

138. No application for leave may be brought under section 130 in respect of a ruling made by the Supreme Court under section 99 if the time for appealing that ruling has already expired.

RECOGNITION AND ENFORCEMENT

139. An arbitral award must be recognized as binding and, upon application to the Supreme Court, must be enforced subject to clause 137 and 138 of the Tsawwassen Government Chapter.

140. Unless the Supreme Court orders otherwise, the party relying on an arbitral award or applying for its enforcement must supply the duly authenticated original arbitral award or a duly certified copy of it.

GROUNDs FOR REFUSING ENFORCEMENT

141. Subject to sections 129 and 134, a Party that was not a participating Party in an arbitration must not bring an application under section 125 or 130 to set the award aside but may resist enforcement of the award against it by bringing an application under section 142.

142. On the application of a Party that was not a participating Party in an arbitration, the Supreme Court may make an order refusing to enforce against that Party an arbitral award made under this Appendix if that Party establishes that:
   a. it was not given copies of:
i. the notice of arbitration or agreement to arbitrate, or

ii. the pleadings or all amendments and supplements to the pleadings;

b. the arbitral tribunal refused to add the Party as a participating Party to the arbitration under clause 31 of the Chapter;

c. the arbitral award

i. deals with a Disagreement not contemplated by or not falling within the terms of the submission to arbitration, or

ii. contains decisions on matters beyond the scope of the submission to arbitration

provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the arbitral award which contains decisions on matters submitted to arbitration may be recognized and enforced;

d. the arbitral award has not yet become binding on the parties or has been set aside or suspended by a court;

e. the arbitral tribunal or a member of it has committed a corrupt or fraudulent act; or

f. the award was obtained by fraud.
APPENDIX Q

HIGHWAY 17 CORRIDOR

APPENDIX Q – 1  Map of Highway 17 Corridor
APPENDIX Q – 2  Public Utility Works within the Highway 17 Corridor
## APPENDIX Q–2

**Public Utility Works Within the Highway 17 Corridor**

<table>
<thead>
<tr>
<th>Interest Holder</th>
<th>Interest</th>
<th>Location</th>
<th>Document Reference Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>British Columbia Hydro and Power Authority</td>
<td>(1) Right-of-Way for electric power transmission and distribution lines; (2) Lease for cable landing facilities</td>
<td>Along the north side of Highway 17, through Former Tsawwassen Reserve</td>
<td>OCPC 1978-283 (Can) FNLRS(^9) 1833-32 CLSR Plan No. 56017 LTO(^10) Plan No. 39986</td>
</tr>
<tr>
<td>British Columbia Hydro and Power Authority/Telus Communications Inc. (formerly BC Tel)</td>
<td>(1) Easement for electric power transmission line; (2) Permit for Telephone lines</td>
<td>Crosses Highway 17, through Former Tsawwassen Reserve</td>
<td>FNLRS 7572-248 CLSR Plan M3683</td>
</tr>
<tr>
<td>Telus Communications Inc. (formerly BC Tel)</td>
<td>Aerial and underground permit for telephone lines</td>
<td>Intersects with Highway 17 at Tsawwassen Rd. &amp; 16(^{th}) Ave.</td>
<td>FNLRS 103640 Telus Drawing No. CX-0-1150</td>
</tr>
<tr>
<td>Corporation of Delta</td>
<td>Municipal Water and Sewage Mains</td>
<td>Along the south side of Highway 17 to the BC Ferries causeway, through Former Tsawwassen Reserve</td>
<td>Engineering drawings on file with the Corporation of Delta</td>
</tr>
</tbody>
</table>

---

\(^9\) FNLRS – First Nation Land Register System  
\(^10\) LTO – Land Title Office
Appendix R: Deltaport Way Corridor

Legend
- Deltaport Way Corridor
- Primary Survey Parcel
- Subdivision Parcel
- Rights of Way
- Water Body
- Watercourse
- Dike
- Railway

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE TSAWASSEN GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA. THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY.

Produced March 26, 2009
Base map derived from 1:20,000 TRIM data
Cadastral derived from Delta Local Government Data (May 2006)
Land District: New Westminster
BCGS Mapsheet No.: 092G.005

Tsawwassen First Nation
Appendix O–4 - List of Hun’qum’i’num Names to be Added to the British Columbia Geographical Names Database

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Replace the existing Table with the Table below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Feature Type</th>
<th>UTM easting, northing</th>
<th>Geographic Coordinates</th>
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</thead>
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<tr>
<td>Qiqaýt</td>
<td>Former Indian Village</td>
<td>10: 507994, 5450325</td>
<td>49°12'20&quot; 122°53'25</td>
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<tr>
<td>Maqwum</td>
<td>Bog</td>
<td>10: 501931, 5440894</td>
<td>49°07'15&quot; 122°58'25</td>
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<tr>
<td>Sxwaymelh</td>
<td>Former Indian Village</td>
<td>10: 506932, 5450319</td>
<td>49°12'20&quot; 122°54'18&quot;</td>
</tr>
<tr>
<td>Shesumkun</td>
<td>Channel</td>
<td>10: 487326, 5435337</td>
<td>49°04'15&quot; 123°10'25&quot;</td>
</tr>
<tr>
<td>Ttu’nuxun</td>
<td>Beach</td>
<td>10: 496242, 5431247</td>
<td>49°02'03&quot; 123°03'05&quot;</td>
</tr>
<tr>
<td>S’tlalep</td>
<td>Former Indian Village</td>
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<td>49°01'28&quot; 123°06'11&quot;</td>
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<td>Tleqtinus</td>
<td>Former Indian Village</td>
<td>10: 496793, 5444105</td>
<td>49°09'08&quot; 123°02'39&quot;</td>
</tr>
</tbody>
</table>

Appendix P–6 - Arbitration

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Clause 139 Replace “clause 137 and 138 of the Tsawwassen Government Chapter.” with “clause 166 and 167 of the Governance Chapter.”
If you would like more information about the Appendices Tsawwassen First Nation Final Agreement, contact:

**Canada**
Indian and Northern Affairs Canada  
600 - 1138 Melville Street  
Vancouver, BC V6E 4S3  
1-800-567-9604  
www.ainc-inac.gc.ca  
inopubs@ainc-inac.gc.ca

**Tsawwassen First Nation**
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1926 Tsawwassen Drive  
Tsawwassen, BC V4M 4G2  
604-943-2112  
www.tsawwassenfirstnation.com  
info@tsawwassenfirstnation.com

**British Columbia**
Ministry of Aboriginal Relations and Reconciliation  
PO Box 9100 Stn Prov Govt  
Victoria, BC V8W 9B1  
1-800-880-1022  
www.gov.bc.ca/arr  
ABRInfo@gov.bc.ca