



## **Tsawwassen First Nation**

June 15, 2007

### **What is Errata and why are we doing Errata?**

Canada, British Columbia and Tsawwassen First Nation agreed in the Final Agreement, chapter 24, that before the Agreement was signed, the Chief Negotiators could agree to make minor changes. These minor changes are called "Errata". The Parties did this because they were concerned that despite their best efforts, in a complicated agreement such as the treaty, there might be:

- technical or grammatical mistakes,
- clauses that are not as clear as they could be, or
- issues that were not fully covered.

The Chief Negotiators have now agreed on a list of Errata and the purpose of this memo is to describe them in general terms.

### **Summary of the Errata**

#### *Changes for Technical or Grammatical Mistakes*

These are changes to the Agreement to correct grammar and cross-references. For example, in clause 106 of the Lands chapter we referenced another clause (a cross-reference) but identified the wrong clause number so in the Errata document we changed the cross-reference from clause 102 to clause 105.

#### *Changes for Clarity*

These are changes which we have made mostly because as other people and lawyers not involved in the negotiations read the Agreement they told us that our intentions were not as clearly set out as they could be. A good example of this situation is that we defined the "Greater Vancouver Transportation Authority" ("GVTA") in the Definitions chapter and used that defined term in the Intergovernmental Relations and Services chapter. But we realized that GVTA's name might be changed as well as how it is structured and so we added the words "and its successors" to the definition of the GVTA. That way it is clear that if its name is changed the provisions of the Agreement will still apply to it.

#### *Changes for Issues not Fully Covered.*

In two chapters, there were changes made because the Parties had not recognized all the issues that needed to be covered or found that they could

TSAWWASSEN FIRST NATION  
FINAL AGREEMENT  
ERRATA

Canada



TSAWWASSEN FIRST NATION



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## **Tsawwassen First Nation**

June 12, 2007

Dear all Tsawwassen First Nation Members

Re: Errata Document

Attached to this letter is an "Errata Document" which sets out corrections, clarifications and amendments to the Tsawwassen First Nation Final Agreement that have been agreed to by the Chief Negotiators for Tsawwassen, Canada and British Columbia.

The majority of the information contained in the Errata Document is to correct errors in spelling, formatting and numbering, and to reword certain clauses to provide greater clarity. Correcting errors as described by way of an Errata document is common practice with respect to Final Agreements in Canada.

In addition, some of the information added to the Final Agreement has been necessary to enable implementation of the Final Agreement and to make it more workable (i.e., the Land Title and Ratification chapters).

Some sections of the Final Agreement are being amended to provide more favourable terms for Tsawwassen First Nation (i.e., Governance and Provincial Parks and Gathering chapters).

These changes will be incorporated into the Final Agreement before the Effective Date. There may be a need to further fine-tune the Final Agreement to continue to enhance its workability, and where this is necessary, the Tsawwassen First Nation members will be informed.

If you have any questions about the enclosed Errata Document or if you require further information, please contact the Treaty Department at: (604)948.5206 or by e-mail: [treatyasst@dccnet.com](mailto:treatyasst@dccnet.com).

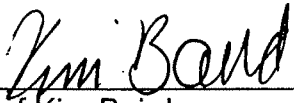
Tsawwassen First Nation  
Treaty Department


**TSAWWASSEN FIRST NATION FINAL AGREEMENT  
ERRATA**

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Each page of the Errata, as initialled by the Chief on behalf of the Tsawwassen First Nation and by the Chief Negotiators on behalf of the Government of Canada and the Government of British Columbia, signifies corrections, clarifications and amendments to be made to the Tsawwassen First Nation Final Agreement initialled by the Chief Negotiators for the parties on December 8, 2006.

**FOR TSAWWASSEN, FIRST NATION**

  
\_\_\_\_\_  
Chief Kim Baird  
Chief Negotiator  
Tsawwassen First Nation

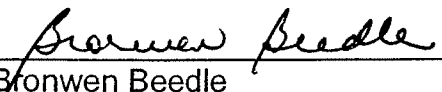
  
\_\_\_\_\_  
Witnessed by:  
Tsawwassen First Nation

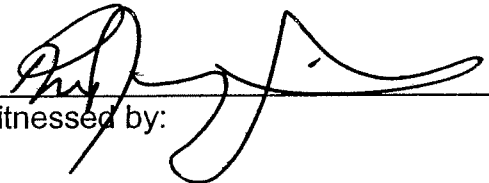
**FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

  
\_\_\_\_\_  
Tim Koepke  
Chief Federal Negotiator

  
\_\_\_\_\_  
Witnessed by:

**FOR HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA**

  
\_\_\_\_\_  
Bronwen Beedle  
Chief Provincial Negotiator

  
\_\_\_\_\_  
Witnessed by:

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KB	TK	BMB

# TSAWWASSEN FIRST NATION FINAL AGREEMENT ERRATA

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## Chapter 1 DEFINITIONS

Page 4:

“Certificate of Transfer” – Replace “Tsawwassen Fee Simple Interest” with “fee simple interest in Tsawwassen Lands”

“Child” - Add “under Provincial Law” following “age of majority”;  
Change “a person” to “an individual”

“Child Protection Service” – Capitalize “children” and “safety and well-being of children” in the introductory section; replace “guardianship responsibilities for children in care” with “Children in Care” in subclause b.; and capitalize “child’s” in subclause d.;

“Children in Care” – Add a new definition, “**Children in Care**” means a Child who is in the custody, care or guardianship of a Director or an individual designated with comparable authority under Tsawwassen Law;

Page 7:

“Federal and Provincial Law” – Add a new definition: “**Federal and Provincial Law**” means a Federal Law and a Provincial Law;”

Page 8:

“Greater Vancouver Housing Corporation” - Add a new definition: “**Greater Vancouver Housing Corporation**” means the Greater Vancouver Housing Corporation incorporated under Provincial Law on June 24, 1974, and its successors;

“Greater Vancouver Regional District” - Replace the semi-colon following “*Local Government Act*” with a comma and Add “and its successors;”

“Greater Vancouver Sewerage and Drainage District” – Add a new definition: “**Greater Vancouver Sewerage and Drainage District**” means the Greater Vancouver Sewerage and Drainage District incorporated under the *Greater Vancouver Sewerage and Drainage District Act*, and its successors;”

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“Greater Vancouver Transportation Authority” - Replace the semi-colon following *Greater Vancouver Transportation Authority Act* with a comma and Add “and its successors;”

Page 9:

“Greater Vancouver Water District” - Replace the semi-colon following *Greater Vancouver Water District Act* with a comma and add “and its successors;”

Page 10:

“Land Title Office” - Replace the semi-colon following *Land Title Act* with a comma and Add “and its successors;”

Page 11:

“Non-Member” - Add “under Provincial Law” following “age of majority

“Minister” – Change “a person” to “an individual”.

Page 12:

“Parent” – Change “a person” to “an individual”.

“Person” – Change “association or” to “association and”;  
- Change “government or” to “government and”.

Page 14:

“Safety and Well-Being of Children” – Add a new definition, “**Safety and Well-Being of Children**” includes those guiding principles under section 2 of the *Child, Family and Community Service Act*;

Page 17:

“Tsawwassen Child” - Add “under Provincial Law” following “age of majority  
- Change “a person” to “an individual”.

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**Chapter 3    TRANSITION**

Page 37:

Clause 3b    - Move the opening quotation mark to precede "mentally" - the defined term in the Indian Act does not include the word "a", and also to line up with the way it is in the closing part of the clause.

Page 38:

Clause 8    Capitalize "Person"

**Chapter 4    LANDS**

Page 58

Clause 106    Replace "clause 102" with "clause 105"

**Chapter 5    LAND TITLE**

Page 61:

Add as a new clause 2:

2. On registration of the indefeasible title to a parcel of Tsawwassen Lands the Registrar will make a notation on the indefeasible title that the parcel is Tsawwassen Lands and may be subject to conditions, provisos, restrictions, exceptions and reservations, in favour of Tsawwassen First Nation.

Re-number existing clause 2 as clause 3.

Re-number existing clause 3 as clause 4 and insert at the beginning of that clause the following:

"No title adverse to, or in derogation of, the title of the registered owner of a parcel of Tsawwassen Lands under the *Land Title Act* will be acquired by length of possession and, for greater certainty..."

Re-number existing clauses 4, 5 and 6 as 5, 6 and 7 respectively.

Page 62:

Add as a new clause 8 at end of CANCELLATION OF INDEFEASIBLE TITLE section:

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**TSAWWASSEN FIRST NATION FINAL AGREEMENT  
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8. The *Land Title Act* will not apply to a parcel of Tsawwassen Lands for which the indefeasible title under the *Land Title Act* has been cancelled under that Act in accordance with this Agreement.

Existing clause 7 renumbered as clause 9, and replaced as indicated below:

9. Provincial Settlement Legislation will amend the *Land Title Act*:
- a. to give effect to this Agreement;
  - b. to require that a Certificate of Transfer issued in accordance with Tsawwassen Law be submitted to the Registrar before the transfer of a fee simple interest may be registered in respect of Tsawwassen Lands; and
  - c. so that, under that Act, the position of the Tsawwassen First Nation and the Tsawwassen Government in relation to Tsawwassen Lands is analogous, as may be applicable, to:
    - (i) the Crown and the provincial government in relation to Crown land, or
    - (ii) a municipality and its council, a regional district and its board or an improvement district and its board of trustees, in relation to lands in a municipality, regional district or improvement district.

Add as a new clause 10:

10. The Registrar is entitled to rely on, and is not required to make any inquiries in respect of, the matters certified in the Certificate of Transfer.

**Chapter 7 ACCESS**

Page 70:

Clause 23 Add "Despite clause 39 of the Lands chapter," to the beginning of the clause.

Add "on Tsawwassen Lands" to the end of the clause.

**Chapter 9 FISHERIES**

Page 77:

Clause 21a. - Delete "a" before under Federal or Provincial Law.

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## TSAWWASSEN FIRST NATION FINAL AGREEMENT ERRATA

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Page 78:  
Clause 30 - Change "under this Agreement" to "under the Tsawwassen Fishing Right".  
  
- Change "Fish species" to "non-salmon Fish species".

Page 89:  
Clause 79 - Delete "document" and Change "sets" to "set".

### Chapter 10 WILDLIFE

Page 96:  
Clauses 13, 14 and 19 Delete "s" from "Laws"

Page 98:  
Clause 25 - Change "Person" to lower case.

Page 99:  
Clause 34d - Change "persons" to "individuals".

Page 100:  
Clause 37d - Change "persons" to "individuals".

Page 101:  
Clause 43f - Change "persons" to "individuals".

Page 103:  
Clause 54b - Change "persons" to "individuals".

### Chapter 13 PROVINCIAL PARKS AND GATHERING

Page 120:  
Clause 10 Delete "s" from "Laws"

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Page 120:

Clause 16a. Delete "and" at the end.

Clause 16 b. Replace the period at the end with a semi-colon and add "and".

Add a new clause 16 c: "the Trade and Barter of Plants gathered under the Tsawwassen Right to Gather Plants."

Page 121:

Clause 21 - Change "Person" to lower case.

**Chapter 14 CULTURE**

Page 129:

Clause 27 - Change "will provide Canada or British Columbia, as applicable, with written confirmation" to "will provide to Canada or British Columbia, as applicable, written confirmation".

Clause 30 Replace "Federal and Provincial Law" with "Federal or Provincial Law and policy".

**Chapter 16 GOVERNANCE**

Page 136:

Clause 8j - Change "person" to "individual".

Page 143:

Clause 43a - Change "any registration" to "the registration".

Page 144:

Clause 45b - Capitalize "persons" – two occurrences.

Pages 145 to 147:

Replace clauses 55 to 65 with the following:

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**TSAWWASSEN FIRST NATION FINAL AGREEMENT  
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55. In determining a Child's best interests, all relevant factors will be considered including those factors that must be considered under the *Adoption Act*.
56. Tsawwassen Government may make laws in respect of:
- a. adoption of Tsawwassen Children in British Columbia;
  - b. adoption in British Columbia by Tsawwassen Members of Children who reside on Tsawwassen Lands; and
  - c. adoption in British Columbia of Children of Tsawwassen Members in accordance with clause 60.
57. Tsawwassen Laws under clause 56 will:
- a. expressly provide that the best interests of the Child are the paramount consideration in determining whether an adoption will take place; and
  - b. provide for the consent of individuals whose consent to a Child's adoption is required under Provincial Law, subject to the power of the court to dispense with such consent under Provincial Law.
58. If Tsawwassen Government makes laws under clause 56, Tsawwassen First Nation will:
- a. develop operational and practice standards that promote the best interests of the Child;
  - b. participate in British Columbia's information management systems, or establish an information management system that is compatible with British Columbia's information management systems, concerning the management, storage and disposal of adoption records and the safeguarding of personal adoption information; and
  - c. provide British Columbia and Canada with a record of all adoptions occurring under Tsawwassen Law.
59. A Tsawwassen Law made under clause 56 applies to the adoption of a Tsawwassen Child residing off Tsawwassen Lands or a Child residing on Tsawwassen Lands who is not a Tsawwassen Child if:

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- a. the Tsawwassen Child has not been placed for adoption under the *Adoption Act*, and all of the following consent to the application of Tsawwassen Law to the adoption:
- i. the parents of the Tsawwassen Child;
  - ii. if the Tsawwassen Child has reached the age where consent to adoption is required under the *Adoption Act*, the Tsawwassen Child; and
  - iii. if the Tsawwassen Child is not under the guardianship of a Director, the guardian of the Tsawwassen Child;
- b. a Director designated under the *Child, Family and Community Service Act* is guardian of the Tsawwassen Child, and the Director consents in accordance with subclause 62.d; or
- c. a court dispenses with the requirement for the consent referred to in subclause 59.a, in accordance with the criteria that would be used by that court in an application to dispense with the requirement for a parent's or guardian's consent to an adoption under Provincial Law.
60. A Tsawwassen Law made under clause 56 applies to the adoption of a Child of a Tsawwassen Member or a Child residing on Tsawwassen Lands who is not a Tsawwassen Child if:
- a. before the Child is placed for adoption under Tsawwassen Law, all of the following consent to the application of Tsawwassen Law to the adoption
    - i. the parents of the Child;
    - ii. if the Child has reached the age where consent to adoption is required under the *Adoption Act*, the Child; and
    - iii. if the Child is not under the guardianship of a Director, the guardian of the Child;
  - b. a Director designated under the *Child, Family and Community Service Act* is guardian of the Child and the Director consents to the application of Tsawwassen Law to the adoption of that Child provided that it is in the best interests of the Child; or
  - c. a court dispenses with the requirement for the consent referred to in subclause 60.a, in accordance with the criteria that would be used by

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that court in an application to dispense with the requirement for a parent's or guardian's consent to an adoption under Provincial Law.

61. The Parties will negotiate and attempt to reach agreement on the information that will be included in the record provided under subclause 58.c.
62. If a Director designated under the *Child, Family and Community Service Act*, or a successor to that position, becomes the guardian of a Tsawwassen Child, the Director will:
- a. provide notice to Tsawwassen First Nation that the Director is the guardian of the Tsawwassen Child;
  - b. provide notice to Tsawwassen First Nation when the Director applies for a continuing custody order for the Tsawwassen Child, provide Tsawwassen First Nation with a copy of the continuing custody order once the order is made and make reasonable efforts to involve Tsawwassen First Nation in planning for the Tsawwassen Child;
  - c. if requested by Tsawwassen First Nation, consent to the application of Tsawwassen Law to the adoption of the Tsawwassen Child provided that it is in the best interests of the Tsawwassen Child; and
  - d. in determining the best interests of the Tsawwassen Child under subclause 62.c., the Director will consider the importance of preserving the Tsawwassen Child's cultural identity.
63. A Tsawwassen Law made under clause 56 prevails to the extent of a Conflict with a Federal or Provincial Law.
64. Before placing a Tsawwassen Child for adoption, an adoption agency must make reasonable efforts to:
- a. obtain information about the Tsawwassen Child's cultural identity; and
  - b. discuss with the designated representative of Tsawwassen First Nation, the placement of the Tsawwassen Child.
65. Clause 64 does not apply if the Tsawwassen Child has reached the age where consent to adoption is required under the *Adoption Act* and the Tsawwassen Child objects to the discussion taking place, or if the birth parent or other guardian of the Tsawwassen Child who requested that the Tsawwassen Child be placed for adoption objects to the discussion taking place.
66. Nothing in this Agreement prevents Tsawwassen First Nation from sharing information with any Person in respect of an adoption occurring under Tsawwassen Law, with the written permission of the adoptive parents,
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**TSAWWASSEN FIRST NATION FINAL AGREEMENT  
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birth parents and the adoptee if over the age of majority under Provincial Law.

Page 147:

Renumber existing clause 66 as clause 65.

Pages 148 to 149:

Renumber clauses 66 and 67 as clauses 67 and 68; Renumber and replace existing clauses 68 to 75 with the following:

69. Tsawwassen Government may make laws in respect of Child Protection Services on Tsawwassen Lands with respect to:
- a. Tsawwassen Children;
  - b. Children who are not Tsawwassen Children, subject to an agreement under clause 75 between Tsawwassen First Nation and British Columbia.
70. Tsawwassen Laws under clause 69 will:
- a. expressly provide that the Tsawwassen Law will be interpreted and administered such that the Safety and Well-Being of Children are the paramount considerations; and
  - b. not preclude the reporting under Provincial Law of a Child in Need of Protection.
71. If Tsawwassen Government makes laws under clause 69, Tsawwassen First Nation will:
- a. develop operational and practice standards intended to ensure the Safety and Well-Being of Children;
  - b. participate in British Columbia's information management systems, or establish an information management system that is compatible with British Columbia's information management systems, concerning Children in Need of Protection and Children in Care;
  - c. allow for mutual sharing of information with British Columbia concerning Children in Need of Protection and Children in Care; and
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**TSAWWASSEN FIRST NATION FINAL AGREEMENT  
ERRATA**

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- d. establish and maintain a system for the management, storage and disposal of Child Protection Service records and the safeguarding of personal Child Protection Services information.
  
- 72. Tsawwassen First Nation and British Columbia acknowledge that the information shared under subclause 71.c is personal information, as defined in federal and provincial privacy and access to information legislation, and agree to protect that personal information from subsequent disclosures to the extent possible under law.
  
- 73. Despite a Tsawwassen Law made under clause 69, if there is an emergency in which a Child on Tsawwassen Lands is a Child in Need of Protection, British Columbia may act to protect the Child and, in those circumstances, unless British Columbia and Tsawwassen First Nation agree otherwise in writing, British Columbia, as appropriate, will refer the matter to Tsawwassen First Nation after the emergency.
  
- 74. A Tsawwassen Law made under clause 69 prevails to the extent of a Conflict with a Federal or Provincial Law.
  
- 75. At the request of Tsawwassen First Nation, Tsawwassen First Nation and British Columbia will negotiate and attempt to reach agreements in respect of Child Protection Services for:
  - a. Tsawwassen Children who do not reside on Tsawwassen Lands; or
  - b. Children who reside on Tsawwassen Lands who are not Tsawwassen Children.
  
- 76. Where the Director becomes the guardian of a Tsawwassen Child, the Director will make reasonable efforts to include Tsawwassen First Nation in planning for the Tsawwassen Child, including adoption planning.

Renummer subsequent clauses accordingly [OFF BY ONE NUMBER]

Page 153:  
Clause 107a - Change "persons" to "individuals".

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Page 159:

Clause 151 - Change "persons" to "individuals".

Clause 152 - Change "persons" to "individuals".

**Chapter 19 FISCAL RELATIONS**

Page 176:

Clause 3i - Change "persons" to "individuals".

**Chapter 20 TAXATION**

Page 184:

Clause 16 a. and b. - Change "following" and "starting after" to "after".

Page 184:

Clause 18 a. and b. - Change "that starts after" to "after".

**Chapter 21 ELIGIBILITY AND ENROLMENT**

Page 187

Clause 4 - Change "Child" to "child under the age of 18"

Page 188:

Clause 7c - Change "a Indian Act band list" to "an Indian Act band list".

Page 191:

Clause 22a - Change "person" to "individual".

**Chapter 22 DISPUTE RESOLUTION**

Page 199

Clause 28 Change "agreement of the all Parties" to "agreement of all the Parties".

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ERRATA**

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Page 201    Change heading from “Stage Four...” to “Stage Three...”

**Chapter 24   RATIFICATION**

Page 208:

Clause 6    Replace “only if the ratification committee determines that the individual is a Tsawwassen Individual and was at least 18 years of age on the last scheduled day of voting” with “only if the enrolment committee notifies the ratification committee that the individual is a Tsawwassen Individual”

Page 210:

Change 11 a. to read:

“a. that this Agreement be signed by a Minister of the Crown authorized by the Lieutenant Governor in Council; and”

**Chapter 25   IMPLEMENTATION**

Page 211:    Bold “CHAPTER 25” in chapter heading

**APPENDICES:**

**Table of Contents** – add page references for sub-Appendices in Table of Contents

**Appendix D-9 Document 1 – Anode Bed Right of Way Agreement**

Change all “Section” references to lowercase i.e “section”.

Page 74:

Change “statutory right of way” to “Statutory Right of Way” in recitals c. and d.

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**TSAWWASSEN FIRST NATION FINAL AGREEMENT  
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Page 75

Clause 5c -change reference to section "13" to section "9"

Clause 6c -change reference to section "13" to section "9"

Page 76

Clause 7a(ix) -change reference to section "7(a)(xvii)" to section "7(a)(xvi)"

Page 77

Clause 7(a)(xvii)-change both references to "Section "7(a)(xvii)" to "subsection "7(a)(xvi)"

Page 78

Clause 4b - change reference to section "8(a)" to section "4(a)"

Clause 5a(iii)(a) -change reference to section "7(a)(xvi)" to section "7(a)(xv)"

Page 79

Clause 6d -change both references to section "10(a)" to section "6(a)"

Page 80

Clause 9e - change reference to "paragraph 12d" to "section 13d".

Section Numbering:

Page 78:

- change section reference number "4" to "8"
- change section reference number "5" to "9"

Page 79:

- change section reference number "6" to "10"
- change section reference number "7" to "11"
- change section reference number "8" to "12"

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Page 80:

- change section reference number "9" to "13"
- change section reference number "10" to "14"
- change section reference number "11" to "15"
- change section reference number "12" to "16"
- change section reference number "13" to "17"
- change section reference number "14" to "18"
- change section reference number "15" to "19"

Page 81:

- change section reference number "16" to "20"

Once the above corrections have been made to Document 1, the entire document will be re- numbered.

**Appendix D9 Document 3 – Transmission Right of Way Agreement  
(British Columbia Hydro and Power Authority)**

Page 103:

Paragraph 11.1(a) change subsection "6.1(h)" to subsection "6.1(g)"

**Appendix D9 Document 8 - Drainage Ditch Right of Way Agreement  
(Corporation of Delta)**

Change all "Section" references to lowercase i.e "section".

Page 188:

Change "statutory right of way" to "Statutory Right of Way" in recitals c. and d.

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Page 195

Clause 13e -change reference to "paragraph 12(d)" to "section 13 (d)"

Once the above correction has been made to Document 8, the entire document will be re- numbered.

**Appendix F-2  
Water Lot Lease**

Page 217

Clause 2.1 - Change reference to "section. 2." to "subsection 2.5."

Clause 3.1(b)            Insert comma after "on or before the date due".

Page 219

Clause 4.1(d) – Change reference to subsection "(b), (c) and (e)" to "(b) and (c)"

Clause 4.1(e) - Change reference to subsection "(b), (c) and (e)" to "(b) and (c)"

Page 220

Clause 4.1(g)            - on third line, Change reference to "paragraph 3.1(m)(ii) or (iii)" to "paragraphs 3.1(n)(ii) or (iii)"

- on sixth line, Change reference to "paragraph 3.1(m)(ii)" to "paragraph 3.1(n)(ii)"
- on seventh line, Change reference to "paragraph 3.1(m)(iii)" to "paragraph 3.1(n)(iii)"
- on eighth line, Change reference to "paragraph 3.1(mo)(iii)" to "paragraph 3.1(n)(iii)"

Page 221

Clause 5.2(a)            -Change reference to subsection "6.6(a)" to "5.1(a)"

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Page 222

Clause 8.1 – Add address for Ministry of Agriculture and Lands and Tsawwassen First Nation

**Appendix H-3 Document 1 – Right of Refusal to Purchase (Standard)**

The entire document will be re- numbered.

**Appendix H-3 Document 2 – Right of Refusal to Purchase (Parcel A)**

The entire document will be re- numbered.

**Appendix J-3 – Principles for Calculating Overages and Underages**

Once the above correction has been made to Document 8, the entire document will be re- numbered.

Page 279:

B). Change "Share" to "share".

**Appendix O-4 and Table of Contents Reference**

Replace heading with "LIST OF TSAWWASSEN NAMES TO BE ADDED TO THE BRITISH COLUMBIA GEOGRAPHICAL NAMES DATABASE"

**Appendix P-2, P-3, P-4 & P-5**

Pages 315-338:

Change "disagreement" to "Disagreement". [To be consistent with its usage in the Dispute Resolution Chapter]

**Appendix P-4 – Neutral Evaluation**

Page 334:

Under "Costs" - Clause 35, add the following clauses:

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**NEUTRAL EVALUATION – FEDERAL EXPROPRIATION**

36. Where the matter referred to the neutral evaluator is an objection to an 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.

FN	CAN	BC
<i>JB</i>	<i>TEK</i>	<i>BoMB</i>