



K'ómoks
First Nation

Canada 



K'ÓMOKS FIRST NATION

TREATY

JULY 2024

APPENDICES

IN WITNESS WHEREOF the Chief Negotiators for the Parties hereby initial this
K'ómoks Treaty this 22nd day of July, 2024.

INITIALED on behalf of K'ÓMOKS:

Mark Stevenson
Chief Negotiator
K'ómoks

Witnessed by:
Ken Price, Elected Chief
K'ómoks

Witnessed by:
Barbara Mitchell, Elder
K'ómoks

INITIALED on behalf of CANADA:

Doug Waddell
Chief Federal Negotiator
Crown-Indigenous Relations and Northern
Affairs Canada

Witnessed by:
The Honourable Gary Anandasangaree
Minister of Crown-Indigenous Relations

INITIALED on behalf of BRITISH COLUMBIA:

Heinz Dyck
Chief Provincial Negotiator
Ministry of Indigenous Relations and
Reconciliation

Witnessed by:
The Honourable Murray Rankin, KC
Minister of Indigenous Relations and
Reconciliation

K'ómoks Treaty Negotiations – Initialing Version

This initialing version of the K'ómoks Treaty is an important milestone toward finalizing the K'ómoks Treaty and is subject to the following understandings:

1. **Legal and Technical Review:** The legal and technical review, including the legal drafting process, is not yet complete. The initialing version is therefore subject to change as a result of this review.
2. **Substantive Changes:** The initialing version is subject to potential changes:
 - (a) to resolve any substantive matters that may arise as part of the legal and technical review as described in #1 above;
 - (b) to resolve any substantive matters that may remain outstanding at the time of initialing;
 - (c) as a result of the ongoing consultations as described in #3 below; and
 - (d) as a result of any outstanding internal reviews, including K'ómoks internal community consultations, between initialing and the start of the community ratification process.
3. **Ongoing Consultations:** Canada and British Columbia are conducting consultations with other Nations potentially impacted by the K'ómoks Treaty, in order to fulfill the Crown's legal duty to consult. These consultations will proceed beyond the initialing stage and may result in further changes to the K'ómoks Treaty.
4. **Document Revision for Ratification:** A ratification version of the K'ómoks Treaty will be prepared after completion of all remaining reviews and incorporation of potential changes. It is this later ratification version that will be presented for ratification by the Parties in accordance with the terms of the K'ómoks Treaty.

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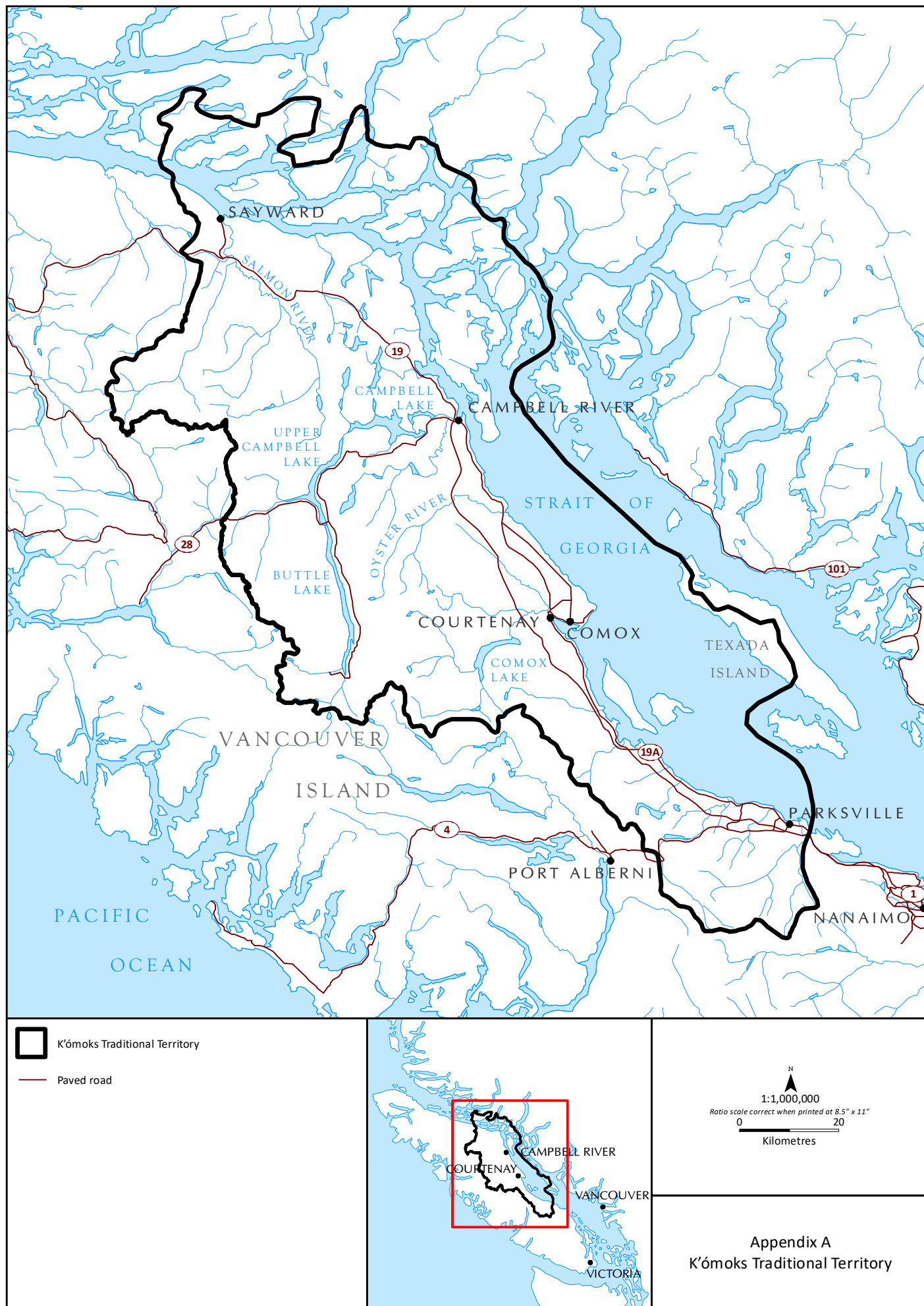
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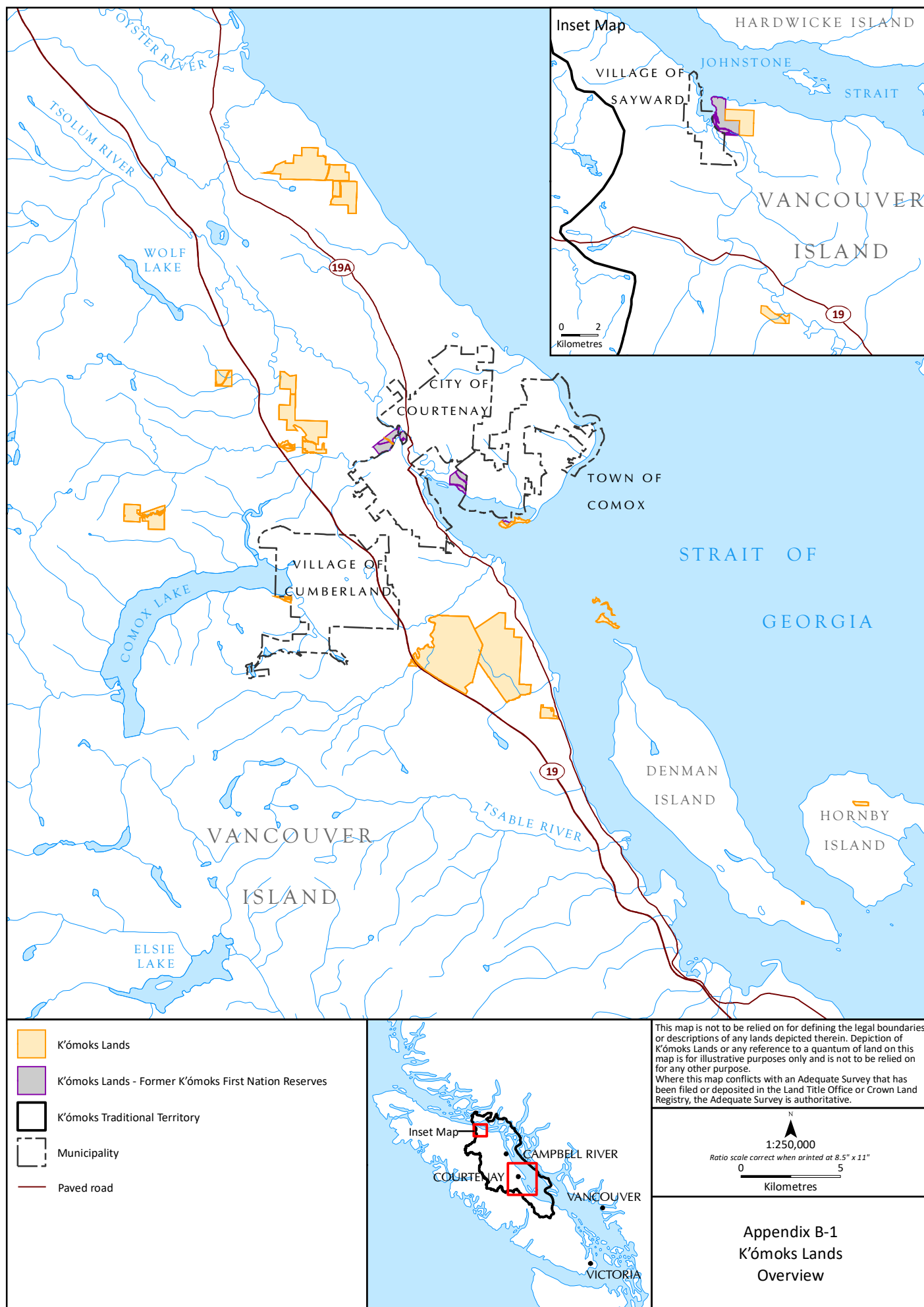
Appendix A: Map of K'ómoks Traditional Territory



Note: The Parties will update the Appendices before the Effective Date

Appendix B: K'ómoks Lands

B-1: Map of K'ómoks Lands Overview



Note: The Parties will update the Appendices before the Effective Date

B-2: Former K'ómoks First Nation Reserves

B-2 Part 1: Land Descriptions of Former K'ómoks First Nation Reserves

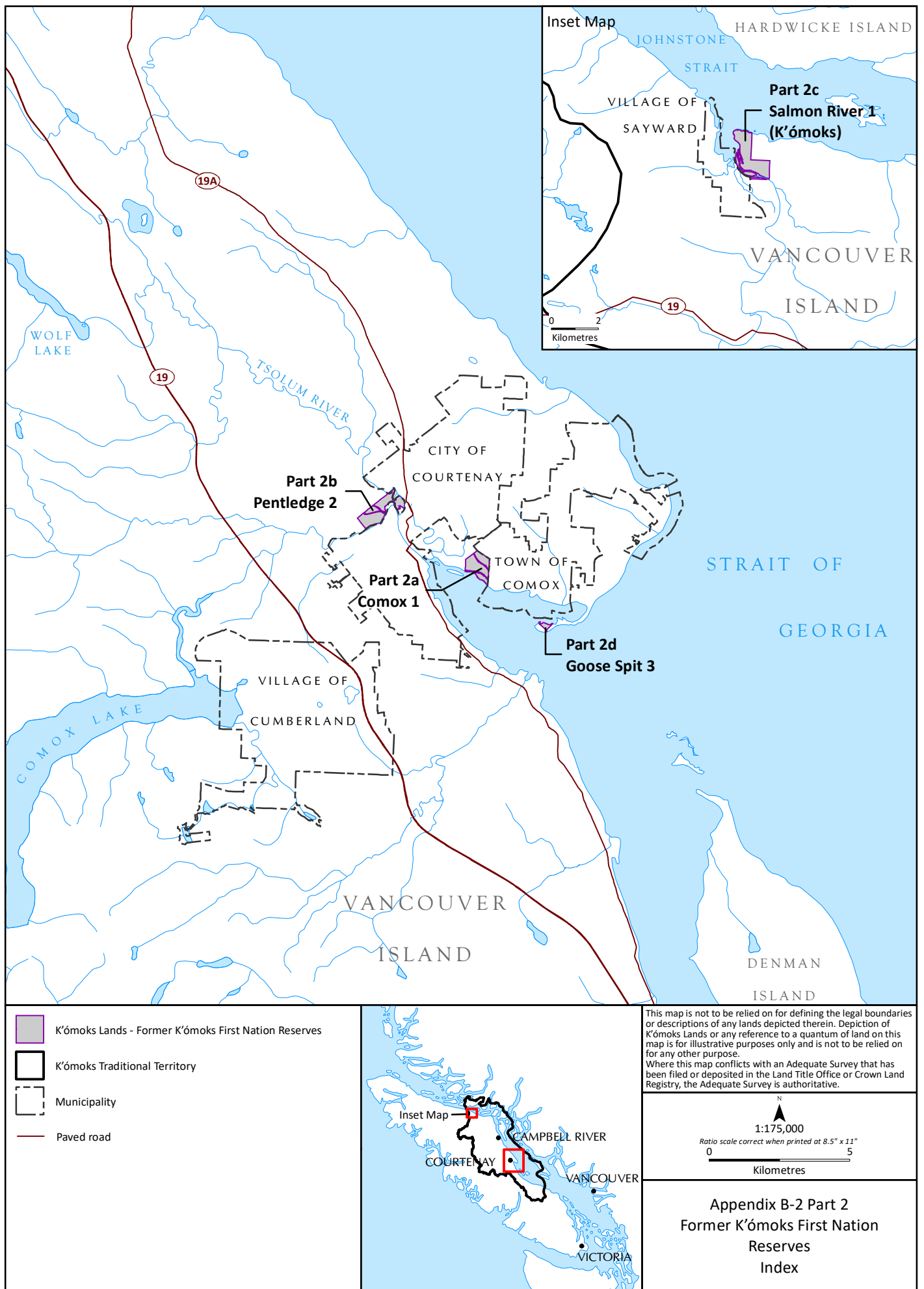
Note: the Parties will update the Appendices before the Effective Date.

Former K'ómoks First Nation Reserve	Land Description ¹²
Comox 1 (Map B-2 Part 2a)	PLAN BC227, SAVE AND EXCEPT THE ROADS AS SHOWN ON PLAN RD3173
Pentledge 2 (Map B-2 Part 2b)	PLAN BC227, SAVE AND EXCEPT RAILWAY SHOWN ON PLAN 1535A CLSR AND ROAD SHOWN ON PLAN RD2636 CLSR
Salmon River 1 (K'ómoks) (Map B-2 Part 2c)	PLAN BC184
Goose Spit 3 (Map B-2 Part 2d)	PLAN 73823 CLSR

¹ Plan numbers in this column are Canada Land Survey Records on deposit in Ottawa

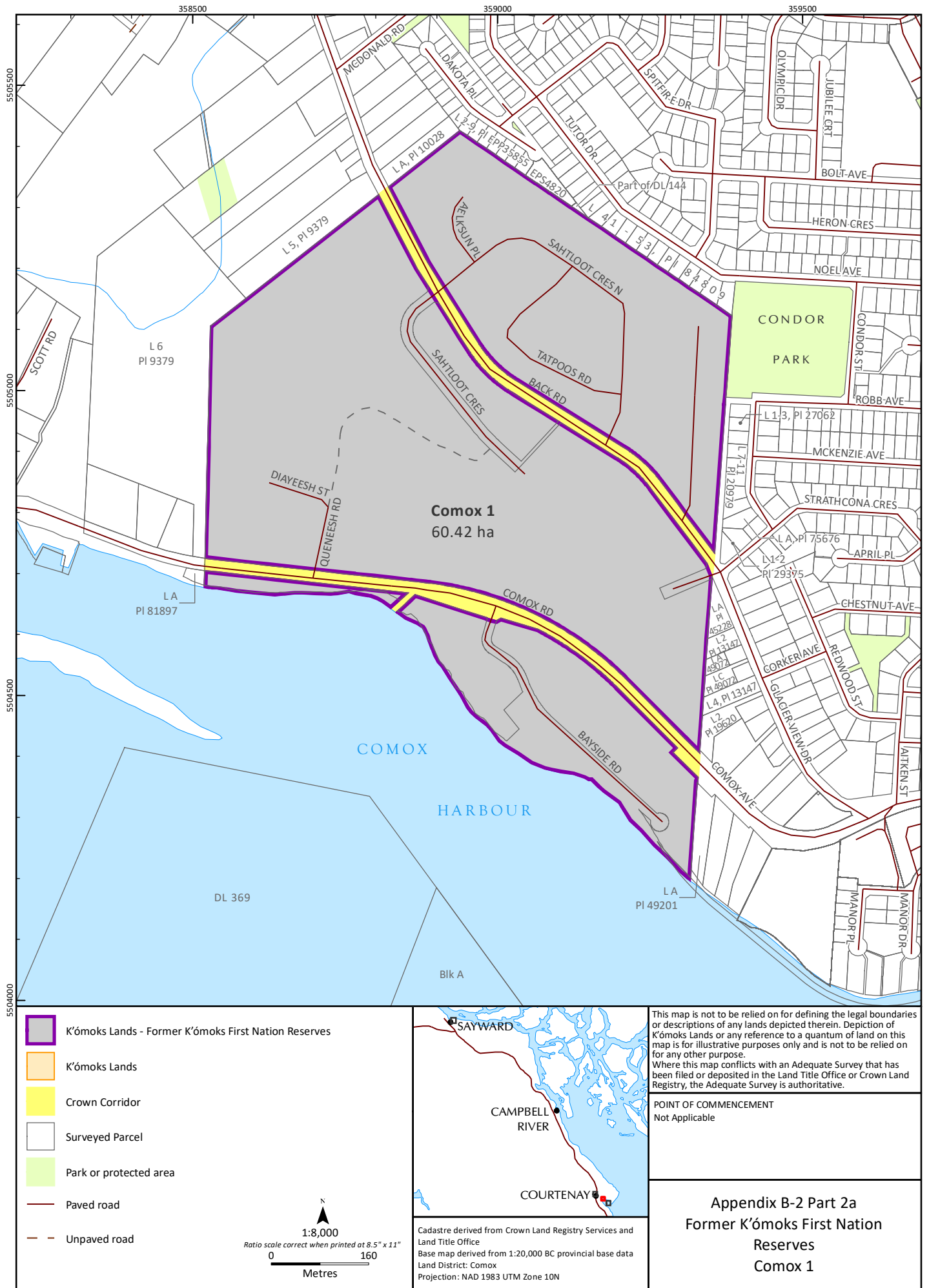
² The location of natural boundaries may have moved since surveyed, and may continue to move and the associated titled areas may change

B-2 Part 2: Former K'ómoks First Nation Reserves Map Index

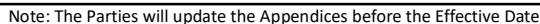


Note: The Parties will update the Appendices before the Effective Date

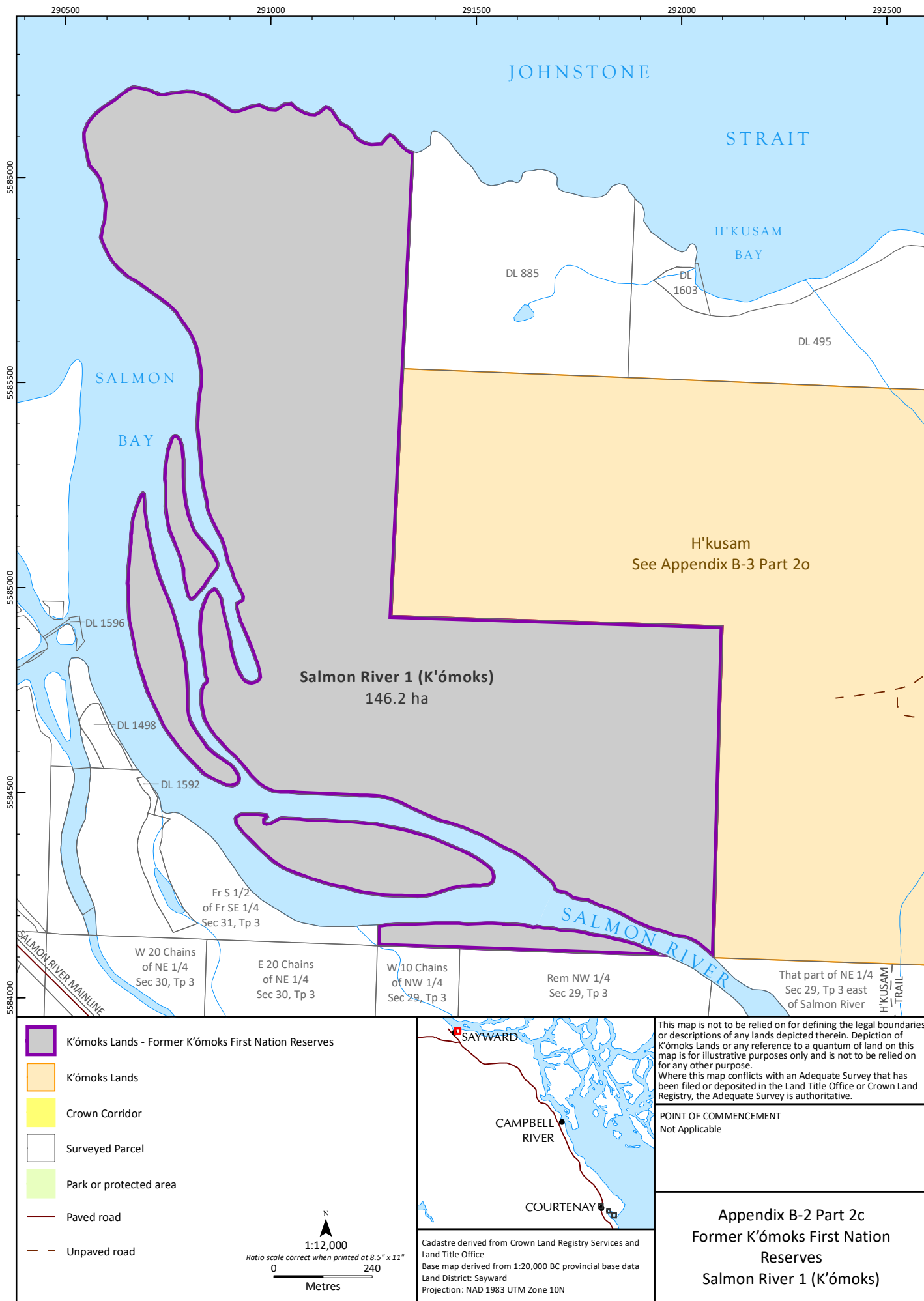
B-2 Part 2a: Map of Comox 1



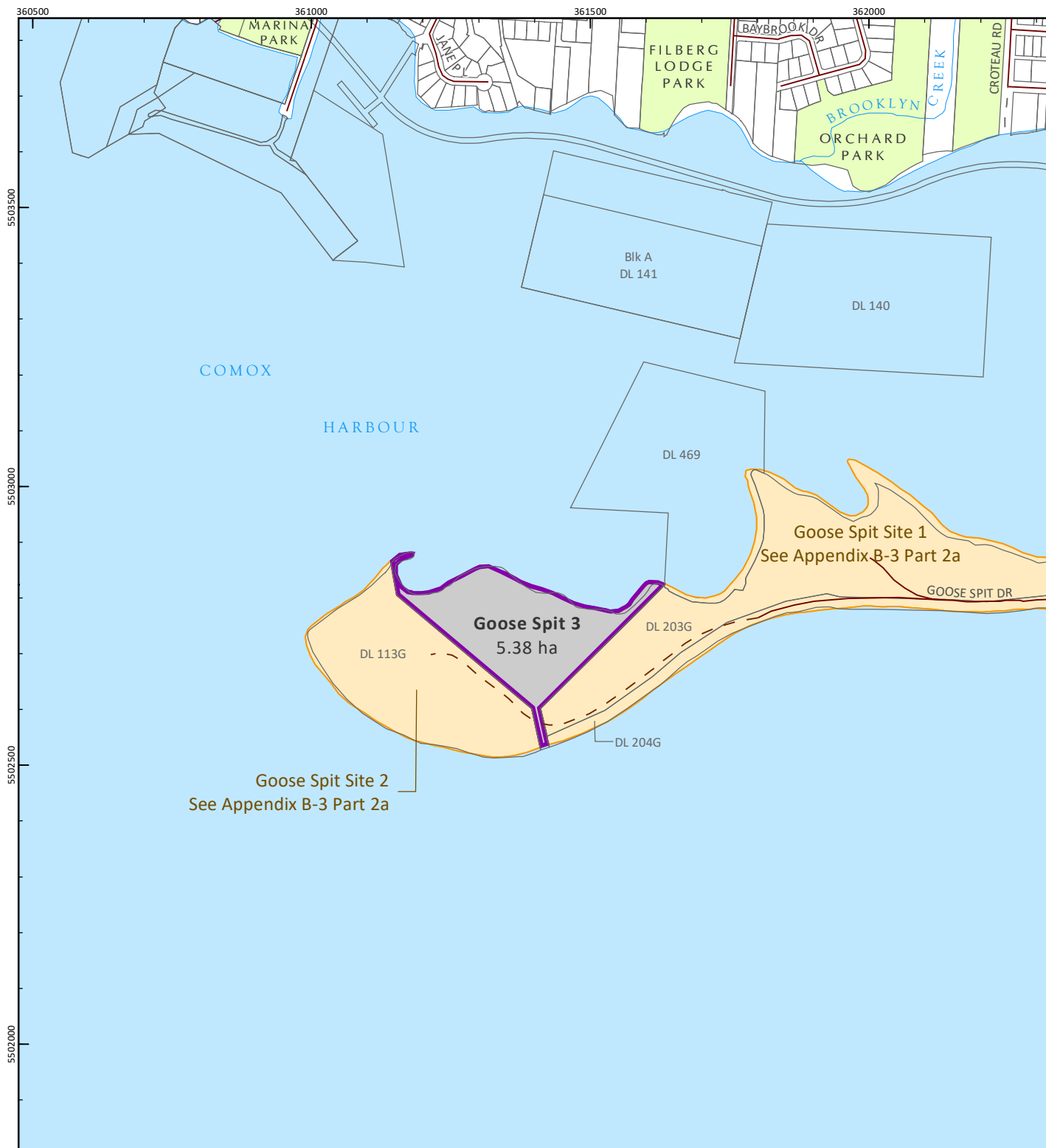
B-2 Part 2b: Map of Pentledge 2



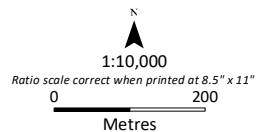
B-2 Part 2c: Map of Salmon River 1 (K'ómoks)



B-2 Part 2d: Map of Goose Spit 3



- K'ómoks Lands - Former K'ómoks First Nation Reserves
- K'ómoks Lands
- Crown Corridor
- Surveyed Parcel
- Park or protected area
- Paved road
- Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Comox
 Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
 Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
 Not Applicable

Appendix B-2 Part 2d Former K'ómoks First Nation Reserves Goose Spit 3

Note: The Parties will update the Appendices before the Effective Date

B-3: Former Provincial Crown Land

B-3 Part 1: Land Descriptions of Former Provincial Crown Land

Note: the Parties will update the Appendices before the Effective Date.

Former Provincial Crown Land Parcel	Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)	Land Description
Goose Spit Site 2 (Map B-3 Part 2a)	PIN: 16036090	DISTRICT LOT 113G, COMOX DISTRICT
Goose Spit Site 1 (Map B-3 Part 2a)	PIN: 15601450	DISTRICT LOT 204G, COMOX DISTRICT
	PIN: 13503690	DISTRICT LOT 203G, <i>EXCEPT BLOCK A</i> , COMOX DISTRICT
	PIN: 90039878	BLOCK A, DISTRICT LOT 203G, COMOX DISTRICT
Royston Forest (Map B-3 Part 2b)	PID: 010-450-921*	<i>Portion of</i> THAT PART OF DISTRICT LOT 29, NELSON DISTRICT SHOWN OUTLINED IN RED ON PLAN ATTACHED TO DD 16268I EXCEPT PART IN PLAN 511 RW (<i>*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned</i>)
	PID: 006-700-870	LOT 2, BLOCK D, OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-700-926	LOT 1, BLOCK E, OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT THAT PART IN PLAN 511 RW
	PID: 006-701-639	THAT PART OF LOT 1, BLOCK E, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-700-861	LOT 1, BLOCK D, OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-701-311*	<i>Portion of</i> LOT 2, BLOCK F, OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT THAT PART IN PLAN 511 RW (<i>*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned</i>)
	PID: 006-701-698	THAT PART OF LOT 2, BLOCK F, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-700-772*	<i>Portion of</i> LOT 4, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW (<i>*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned</i>)

Former Provincial Crown Land Parcel	Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)	Land Description
	PID: 006-701-825	THAT PART OF LOT 4, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-700-764*	<i>Portion of</i> LOT 3, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW (*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)
	PID: 006-701-809	THAT PART OF LOT 3, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-700-721*	<i>Portion of</i> LOT 2, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW (*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)
	PID: 006-701-779	THAT PART OF LOT 2, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-700-586	LOT 1, BLOCK C OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT THAT PART IN PLAN 511 RW
	PID: 006-701-744	THAT PART OF LOT 1, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-701-001*	<i>Portion of</i> LOT 1, BLOCK F, OF BLOCK 33, NELSON DISTRICT, PLAN 1926 (* Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)
	PID: 012-625-876*	<i>Portion of</i> THAT PART OF BLOCK 33, NELSON DISTRICT, PLAN 691J SHOWN OUTLINED IN RED ON PLAN DEPOSITED UNDER DD 25642G EXCEPT THOSE PARTS IN PLANS 1926, 1927 AND 511 RW (*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)
	PID: 007-036-540	THAT PART OF BLOCK 33, NELSON DISTRICT, PLAN 691J, SHOWN OUTLINED IN RED ON PLAN 511 RW AND BEING A PORTION OF THAT PART OF SAID BLOCK SHOWN OUTLINED IN RED ON PLAN DEPOSITED UNDER DD 25642G LYING BETWEEN PLANS 1926 AND 1927
Sage Hills	PID: 013-435-957*	<i>Portion of</i> THAT PART OF BLOCK 33, NELSON DISTRICT SHOWN ON PLAN VIP65856 (*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)
	PID: 026-553-970	LOT 1 BLOCK 93 NELSON DISTRICT PLAN VIP80201

Former Provincial Crown Land Parcel	Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)	Land Description
(Map B-3 Part 2c)	PID: 009-941-134	THAT PART OF PARCEL A (DD299N) OF BLOCK 93, NELSON DISTRICT, SHOWN OUTLINED IN RED ON PLAN 511 RW
DL7 (Map B-3 Part 2d)	PID: 024-059-161	LOT 1 DISTRICT LOT 7 NELSON DISTRICT PLAN VIP66762
Wood Mountain (Map B-3 Part 2e)	PID: 003-756-521	LOT A, BLOCK 457, COMOX DISTRICT, PLAN 18508
Wood Mountain West (Map B-3 Part 2f)	PID: 011-252-561*	<i>Portion of</i> BLOCK 1348 COMOX DISTRICT, EAST OF STRATHCONA PROVINCIAL PARK (<i>*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned</i>)
Mount Washington Gravel Pit (Map B-3 Part 2g)	PID: 029-911-290*	<i>Portion of</i> LOT A SECTION 30 TOWNSHIP 9 COMOX DISTRICT PLAN EPP30512 (<i>*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned</i>)
	PID: 029-911-559	LOT 1 SECTION 30 TOWNSHIP 9 COMOX DISTRICT PLAN EPP30513
Williams Beach (Map B-3 Part 2h(i) & Map B-3 Part 2h(ii))	PID: 008-905-304	THE FRACTIONAL SOUTH WEST 1/4 OF SECTION 33 TOWNSHIP 6 COMOX DISTRICT PLAN 552E
	PID: 008-905-142	THE FRACTIONAL NORTH WEST 1/4 OF SECTION 33 TOWNSHIP 6 COMOX DISTRICT PLAN 552E
	PID: 008-906-271	THE EAST 1/2 OF THE SOUTH EAST 1/4, SECTION 34, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E
	PID: 008-906-530	THE FRACTIONAL SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E, EXCEPT PARTS IN PLANS 18439 AND 28342
	PID: 006-408-125	LOT 61, SECTION 26 AND 27, TOWNSHIP 6, COMOX DISTRICT, PLAN 2262
	PID: 006-408-150	LOT 62, SECTION 26, TOWNSHIP 6, COMOX DISTRICT, PLAN 2262
	PID: 006-408-184	LOT 63, SECTION 26, TOWNSHIP 6, COMOX DISTRICT, PLAN 2262
	PID: 008-896-879	THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 6, COMOX DISTRICT PLAN 552E
	PID: 008-905-231	THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E

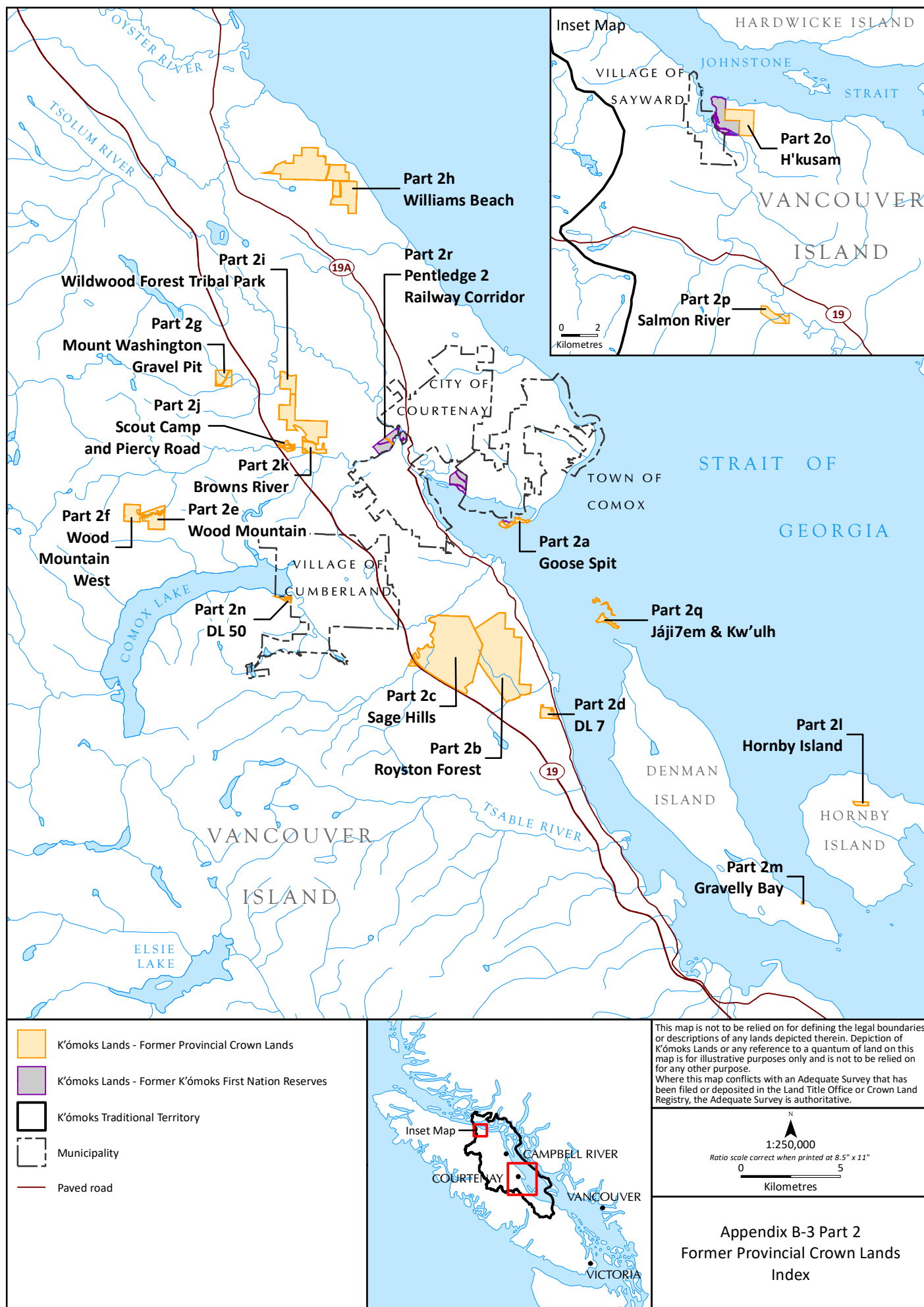
Former Provincial Crown Land Parcel	Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)	Land Description
	PID: 008-905-011	THE SOUTH EAST 1/4 OF THE FRACTIONAL NORTH EAST 1/4 OF SECTION 33 TOWNSHIP 6, COMOX DISTRICT, PLAN 552E
	PID: 008-905-428	THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E
	PID: 008-905-592	THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 34, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E
	PID: 008-906-432	EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 34 TOWNSHIP 6 COMOX DISTRICT PLAN 552E
	PID: 008-898-502	THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E
	PID: 008-906-424	WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 34 TOWNSHIP 6 COMOX DISTRICT PLAN 552E
Wildwood Forest Tribal Park (Map B-3 Part 2i)	PID: 008-921-024	THE FRACTIONAL NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G
	PID: 008-921-075	THE FRACTIONAL SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G
	PID: 008-921-113	THE FRACTIONAL NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G
	PID: 008-925-348	THAT PART OF THE FRACTIONAL SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G SHOWN OUTLINED IN RED ON PLAN 510 RW EXCEPT THAT PART IN PLAN 36410
	PID: 008-932-450	THE FRACTIONAL SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT THAT PART LYING TO THE WEST OF A STRAIGHT BOUNDARY JOINING THE POINTS OF BISECTION OF THE NORTHERLY AND SOUTHERLY BOUNDARIES OF THE FRACTIONAL SOUTH EAST 1/4 AND EXCEPT THAT PART IN PLANS 36410 AND 510 RW
	PID: 008-938-849	THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT THAT PART IN PLAN 36410
	PID: 008-938-776	THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G

Former Provincial Crown Land Parcel	Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)	Land Description
	PID: 008-937-257*	<i>Portion of</i> PARCEL A (DD 19518I) OF THE FRACTIONAL NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT THE FRACTIONAL NORTH WEST 1/4 OF THE FRACTIONAL NORTH WEST 1/4; EXCEPT THAT PART SHOWN OUTLINED IN RED ON PLAN 510 RW; EXCEPT THE FRACTIONAL SOUTH WEST 1/4 OF THE FRACTIONAL NORTH WEST 1/4; AND EXCEPT THAT PART IN PLANS 12680 AND VIP72297 (<i>*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned</i>)
	PID: 008-938-725*	<i>Portion of</i> THE NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT THAT PART IN PLANS 12680, 22025 AND VIP72297 (<i>*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned</i>)
Scout Camp & Piercy Road (Map B-3 Part 2j)	PID: 001-540-858	LOT 1, SECTION 16, TOWNSHIP 9, COMOX DISTRICT, PLAN 42084, EXCEPT PART IN PLAN VIP70738
	PID: 028-597-052	LOT A SECTION 16 TOWNSHIP 9 COMOX DISTRICT PLAN EPP10607
Scout Camp & Piercy Road (Map B-3 Part 2j)	PID: 001-029-690*	<i>Portion of</i> PART OF THE NORTH EAST QUARTER 1/4, SECTION 16, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G, SHOWN RED ON PLAN 79 RW, EXCEPT PART IN PLAN VIP72124 (<i>*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned</i>)
Browns River (Map B-3 Part 2k)	PID: 008-937-257*	<i>Portion of</i> PARCEL A (DD 19518I) OF THE FRACTIONAL NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT THE FRACTIONAL NORTH WEST 1/4 OF THE FRACTIONAL NORTH WEST 1/4; EXCEPT THAT PART SHOWN OUTLINED IN RED ON PLAN 510 RW; EXCEPT THE FRACTIONAL SOUTH WEST 1/4 OF THE FRACTIONAL NORTH WEST 1/4; AND EXCEPT THAT PART IN PLANS 12680 AND VIP72297 (<i>*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned</i>)
	PID: 008-938-725*	<i>Portion of</i> THE NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT THAT PART IN PLANS 12680, 22025 AND VIP72297 (<i>*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned</i>)
	PID: 003-378-292	LOT 4, SECTION 15, TOWNSHIP 9, COMOX DISTRICT, PLAN 22025 EXCEPT PART IN PLAN VIP72297

Former Provincial Crown Land Parcel	Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)	Land Description
	PIN: 90089423	PART LYING SOUTH OF BROWN'S RIVER, OF NW 1/4, SECTION 15, TOWNSHIP 9, COMOX DISTRICT, EXCEPT SW 1/4, PLAN 79RW.
	PID: 008-932-069*	<i>Portion of</i> THAT PART OF THE FRACTIONAL SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G LYING SOUTH OF BROWN'S RIVER AND SHOWN OUTLINED IN RED ON PLAN 79RW (<i>* Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned</i>)
	PID: 008-925-313	THAT PART OF THE FRACTIONAL NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G SHOWN OUTLINED IN RED ON PLAN 510 RW EXCEPT THAT PART IN PLANS 12680 AND VIP72297
Hornby Island (Map B-3 Part 2l)	PIN: 787260*	<i>Portion of</i> SECTION 11, HORNBY ISLAND, NANAIMO DISTRICT (<i>*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned</i>)
Gravelly Bay (Map B-3 Part 2m)	PID: 009-704-175	THAT PART OF THE NORTH WEST 1/4 OF SECTION 2, DENMAN ISLAND, NANAIMO DISTRICT: COMMENCING AT A POINT DISTANT 272.1 FEET SOUTH AND 347.4 FEET EAST FROM THE MOST NORTHERLY POST IN THE WEST BOUNDARY OF SAID SECTION 2; THENCE SOUTH 1 DEGREE EAST FOR 47.1 FEET; THENCE SOUTH 50 DEGREES 27 MINUTES WEST FROM 189.7 FEET; THENCE SOUTH 51 DEGREES 51 MINUTES EAST FOR 70.8 FEET; THENCE NORTH 50 DEGREES 27 MINUTES EAST FOR 202.3 FEET; THENCE NORTH 1 DEGREE WEST FOR 121.1 FEET MORE OR LESS TO THE SHORE LINE OF LAMBERT CHANNEL; THENCE SOUTH WESTERLY ALONG SAID SHORE LINE TO AN INTERSECTION WITH A LINE DRAWN NORTH 1 DEGREE WEST FROM THE POINT OF COMMENCEMENT; THENCE SOUTH 1 DEGREE EAST FROM 13 FEET MORE OR LESS TO THE POINT OF COMMENCEMENT AS SHOWN OUTLINED IN RED ON PLAN 589R EXCEPT PART IN PLAN EPP32457
DL 50 (Map B-3 Part 2n)	PID: 013-435-591	DISTRICT LOT 50 NELSON DISTRICT EXCEPT PARTS IN PLANS 5329, 11329, 13941, 16134, 16261 AND 17113

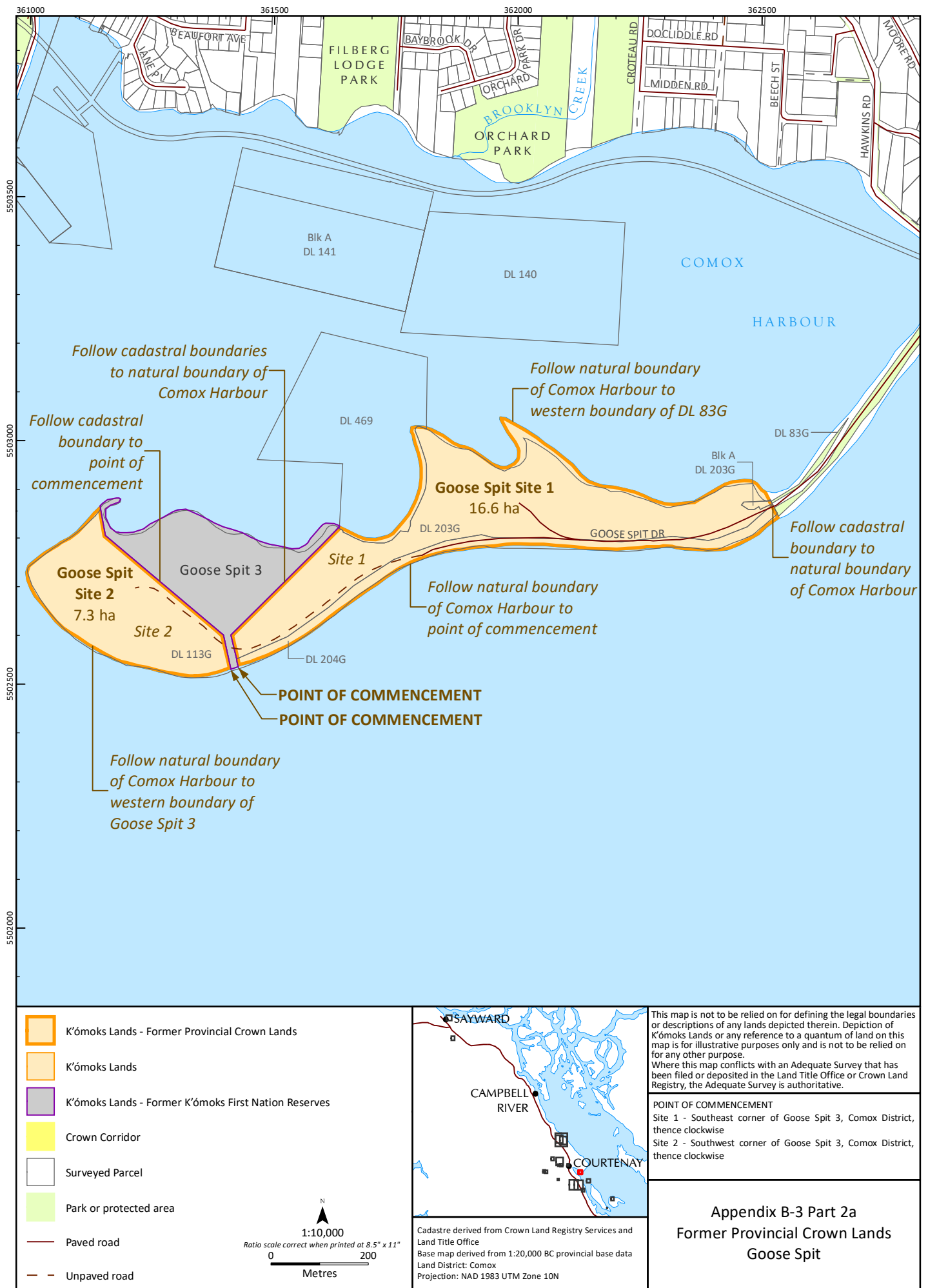
Former Provincial Crown Land Parcel	Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)	Land Description
H'kusam (Map B-3 Part 2o)	N/A	<i>UNSURVEYED CROWN LAND ADJACENT TO IR SALMON RIVER 1, SAYWARD DISTRICT</i>
Salmon River (Map B-3 Part 2p)	PID: 009-999-001	THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 6, SAYWARD DISTRICT, EXCEPT PARTS IN PLANS 287RW AND 11374
	PIN: 1306700*	<i>Portion of SECTION 27, TOWNSHIP 6, SAYWARD DISTRICT (*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)</i>
	N/A	<i>UNSURVEYED CROWN LAND SITUATED IN THE SOUTH OF SECTION 33, TOWNSHIP 6, SAYWARD DISTRICT</i>
Jáji7em & Kw'ulh (Map B-3 Part 2q)	PID: 001-553-470	SECTION 32 NANAIMO DISTRICT
	PID: 001-553-542	SECTION 33 NANAIMO DISTRICT
	PID: 001-553-569	SECTION 34 NANAIMO DISTRICT
Pentledge 2 Rail Corridor (Map B-3 Part 2r)	<i>Portion of PIN: 402860*</i>	<i>Portion of Surveyed plan VIP37RW within IR Pentledge 2 (*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)</i>

B-3 Part 2: Former Provincial Crown Land Map Index



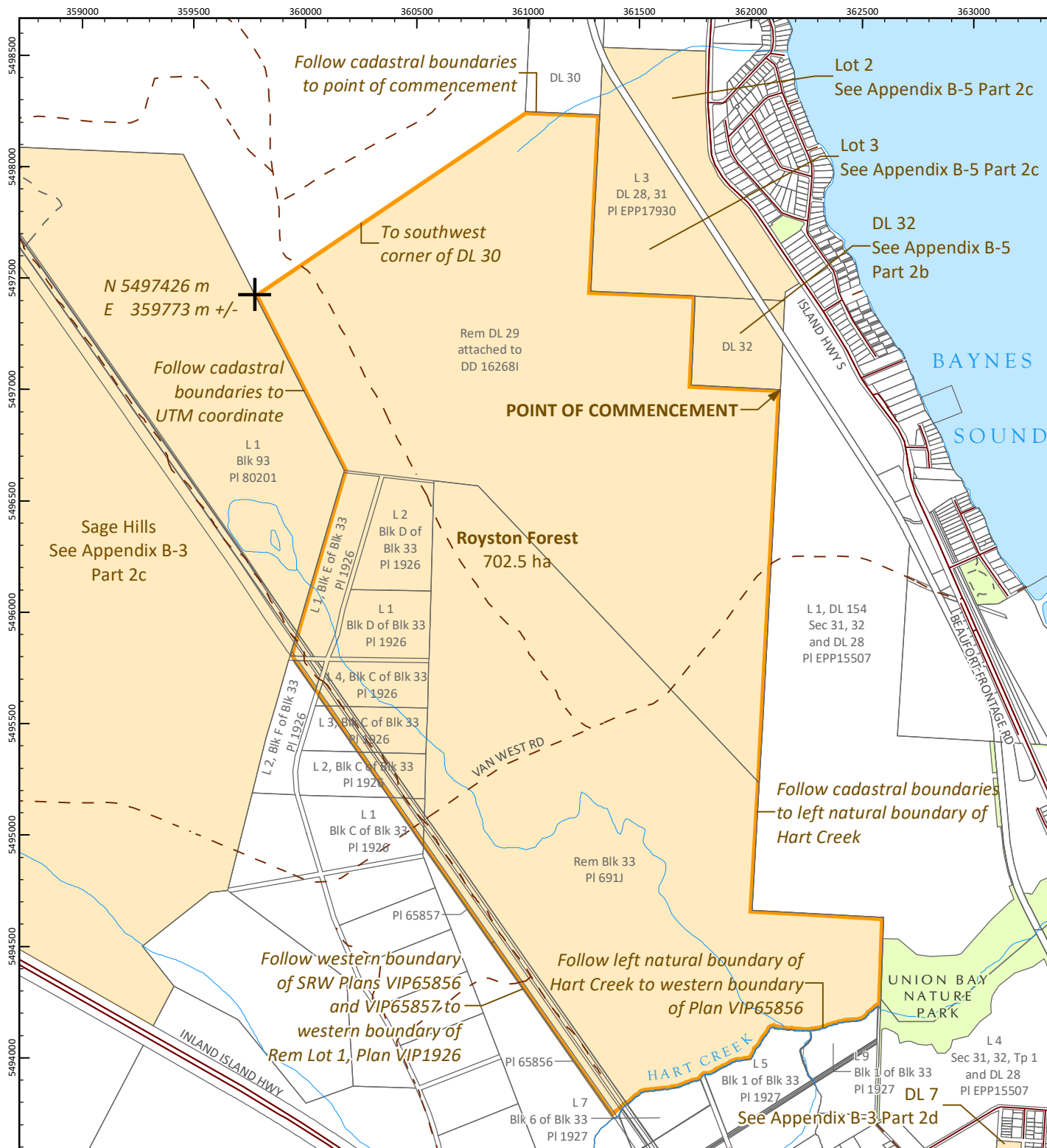
Note: The Parties will update the Appendices before the Effective Date

B-3 Part 2a: Map of Goose Spit

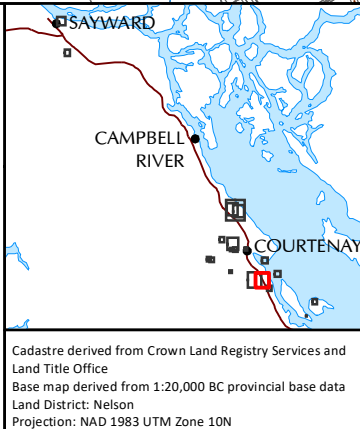
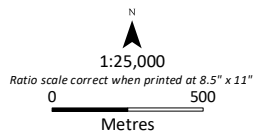


Note: The Parties will update the Appendices before the Effective Date

B-3 Part 2b: Map of Royston Forest



- K'ómoks Lands - Former Provincial Crown Lands
- K'ómoks Lands
- K'ómoks Lands - Former K'ómoks First Nation Reserves
- Crown Corridor
- Surveyed Parcel
- Park or protected area
- Paved road
- Unpaved road



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.

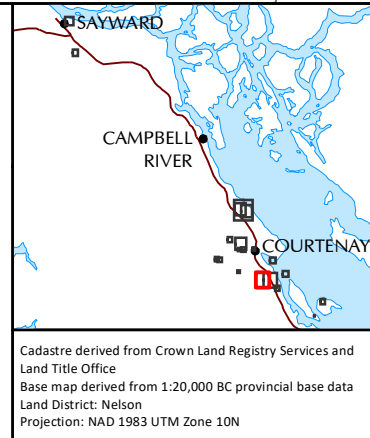
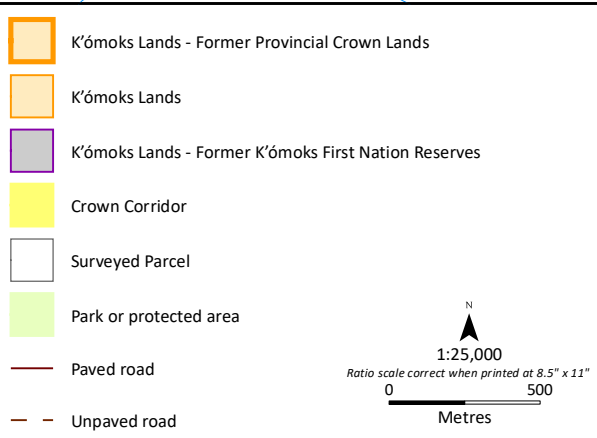
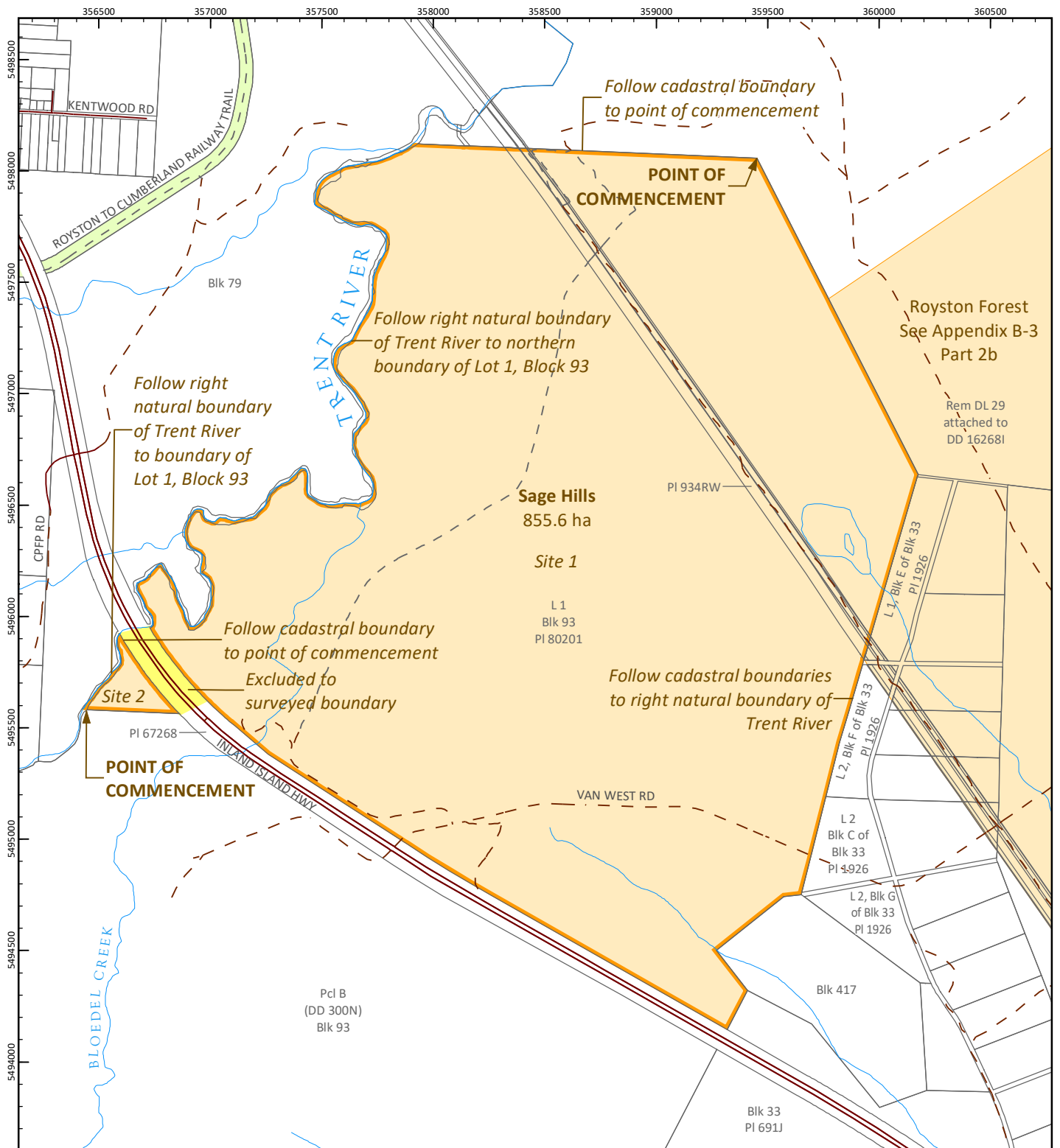
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Southeast corner of DL 32, Nelson District, thence clockwise

Appendix B-3 Part 2b Former Provincial Crown Lands Royston Forest

Note: The Parties will update the Appendices before the Effective Date

B-3 Part 2c: Map of Sage Hills



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.

Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

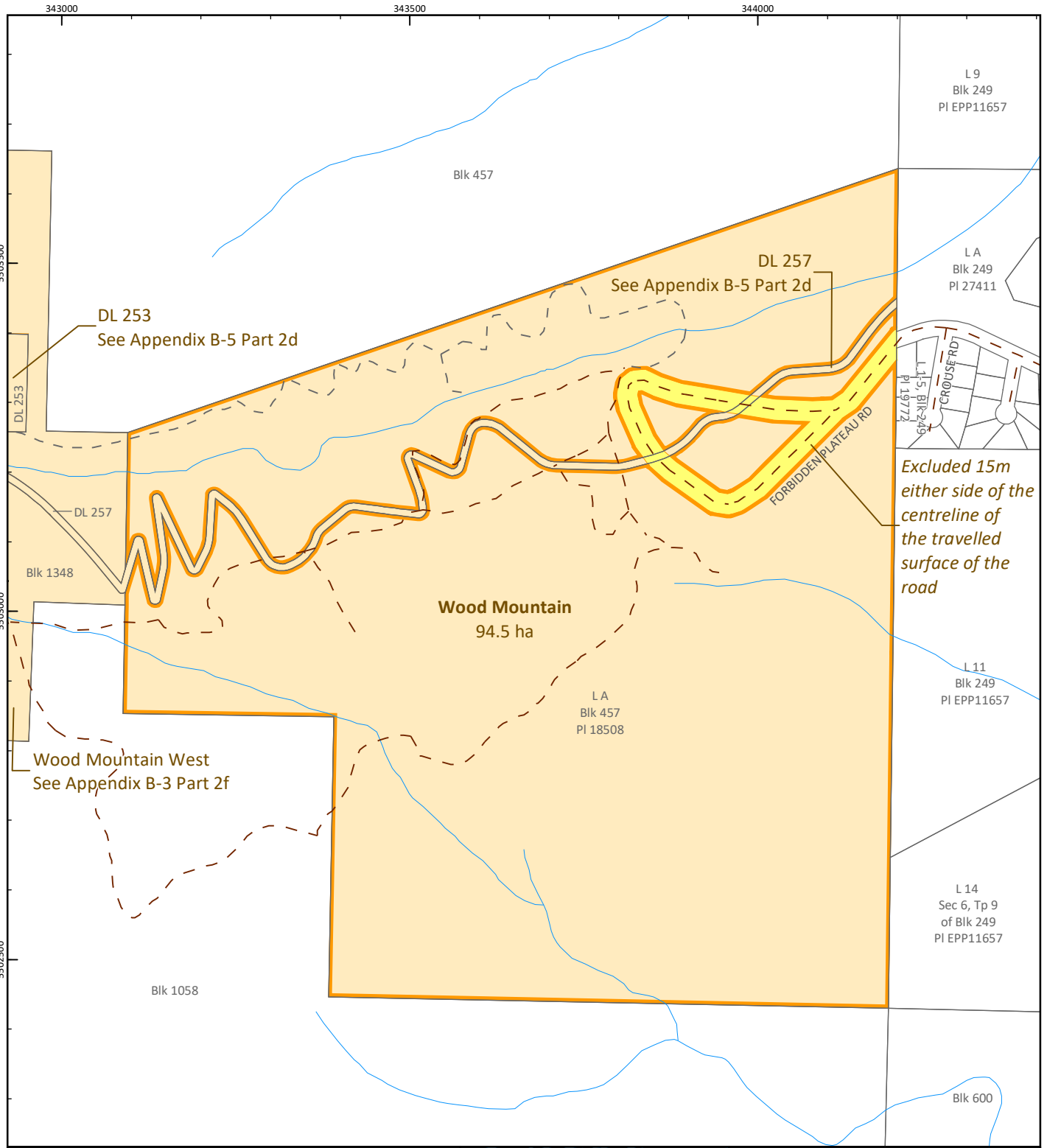
POINT OF COMMENCEMENT
Site 1 - Northeast corner of Lot 1 Block 93, Nelson District, Plan VIP80201, thence clockwise
Site 2 - Southern boundary of Lot 1, Block 93, Nelson District, Plan VIP80201 at right natural boundary of Trent River, thence clockwise

Appendix B-3 Part 2c
Former Provincial Crown Lands
Sage Hills

Note: The Parties will update the Appendices before the Effective Date

B-3 Part 2d: Map of DL7

B-3 Part 2e: Map of Wood Mountain



K'ómoks Lands - Former Provincial Crown Lands

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

N

1:8,000

Ratio scale correct when printed at 8.5" x 11"

0

160

Metres

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

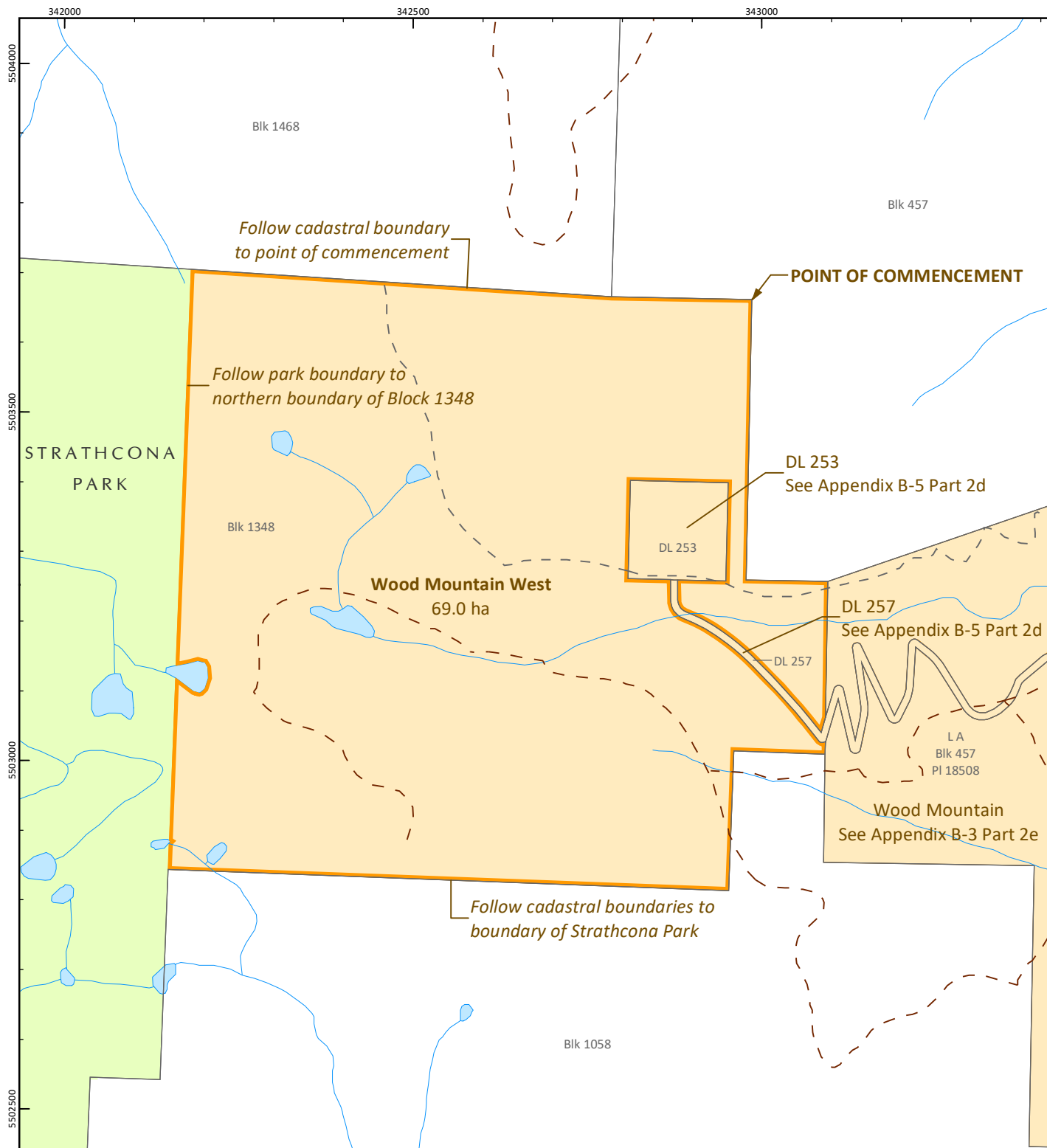
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

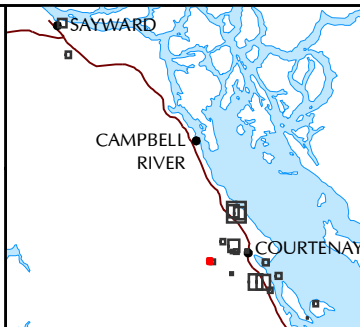
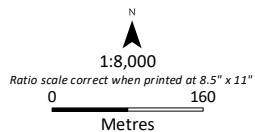
Appendix B-3 Part 2e
Former Provincial Crown Lands
Wood Mountain

Note: The Parties will update the Appendices before the Effective Date

B-3 Part 2f: Map of Wood Mountain West



- K'ómoks Lands - Former Provincial Crown Lands
- K'ómoks Lands
- K'ómoks Lands - Former K'ómoks First Nation Reserves
- Crown Corridor
- Surveyed Parcel
- Park or protected area
- Paved road
- Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Comox
 Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.

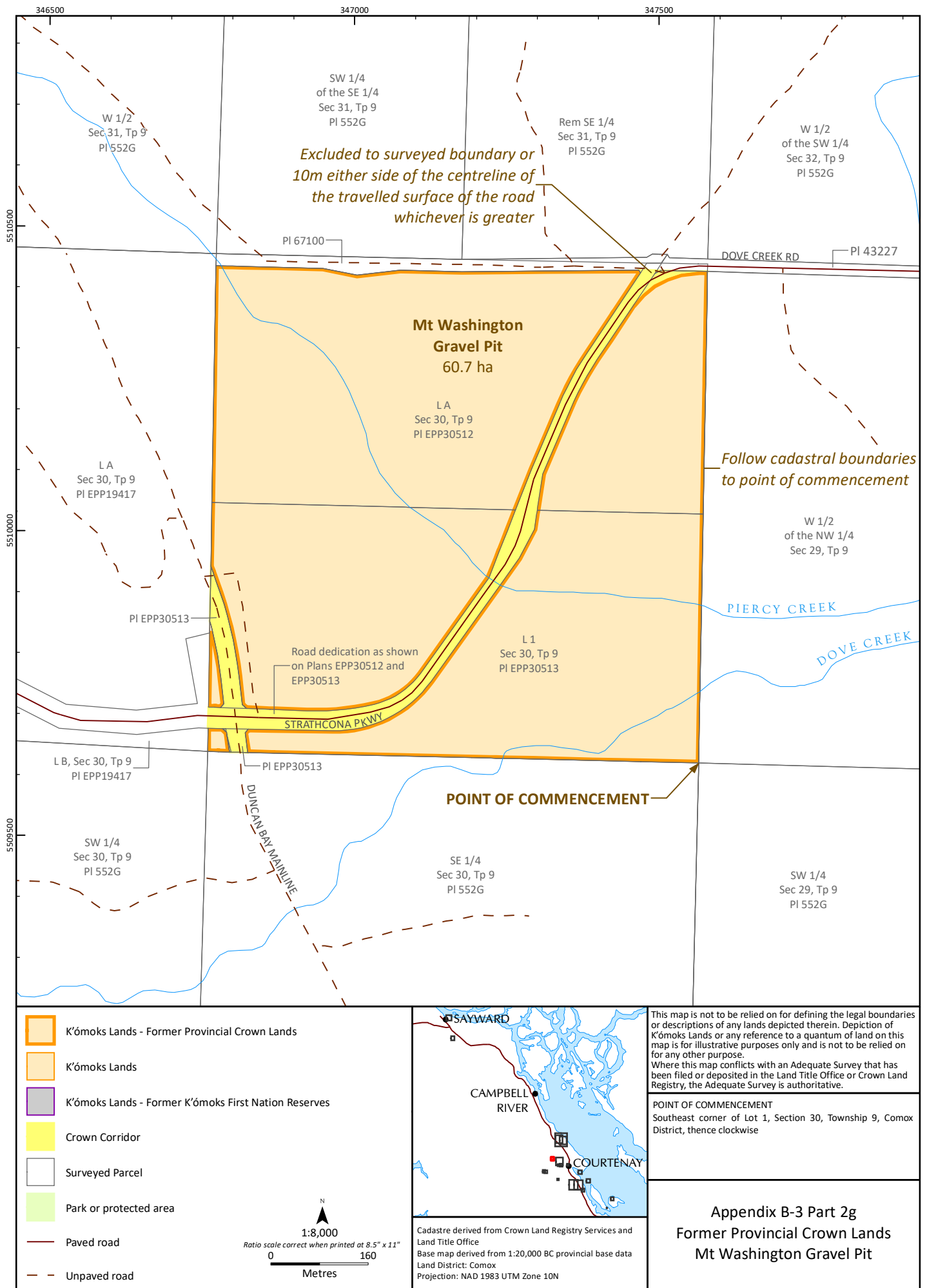
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
 Northeast corner of Block 1348, Comox District, thence clockwise

Appendix B-3 Part 2f Former Provincial Crown Lands Wood Mountain West

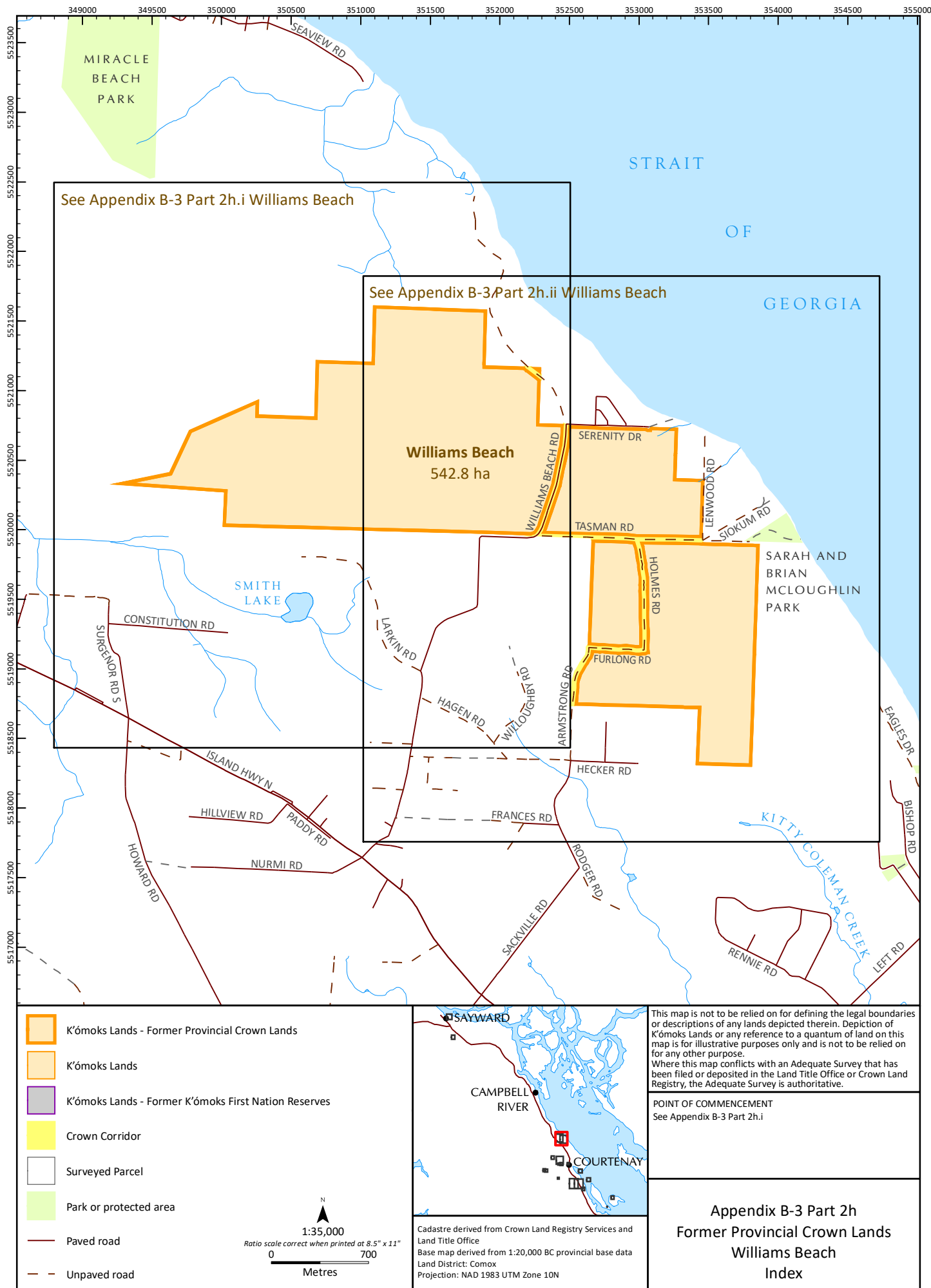
Note: The Parties will update the Appendices before the Effective Date

B-3 Part 2g: Map of Mount Washington Gravel Pit



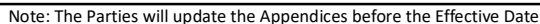
Note: The Parties will update the Appendices before the Effective Date

B-3 Part 2h: Map of Williams Beach Index

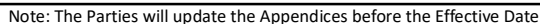


Note: The Parties will update the Appendices before the Effective Date

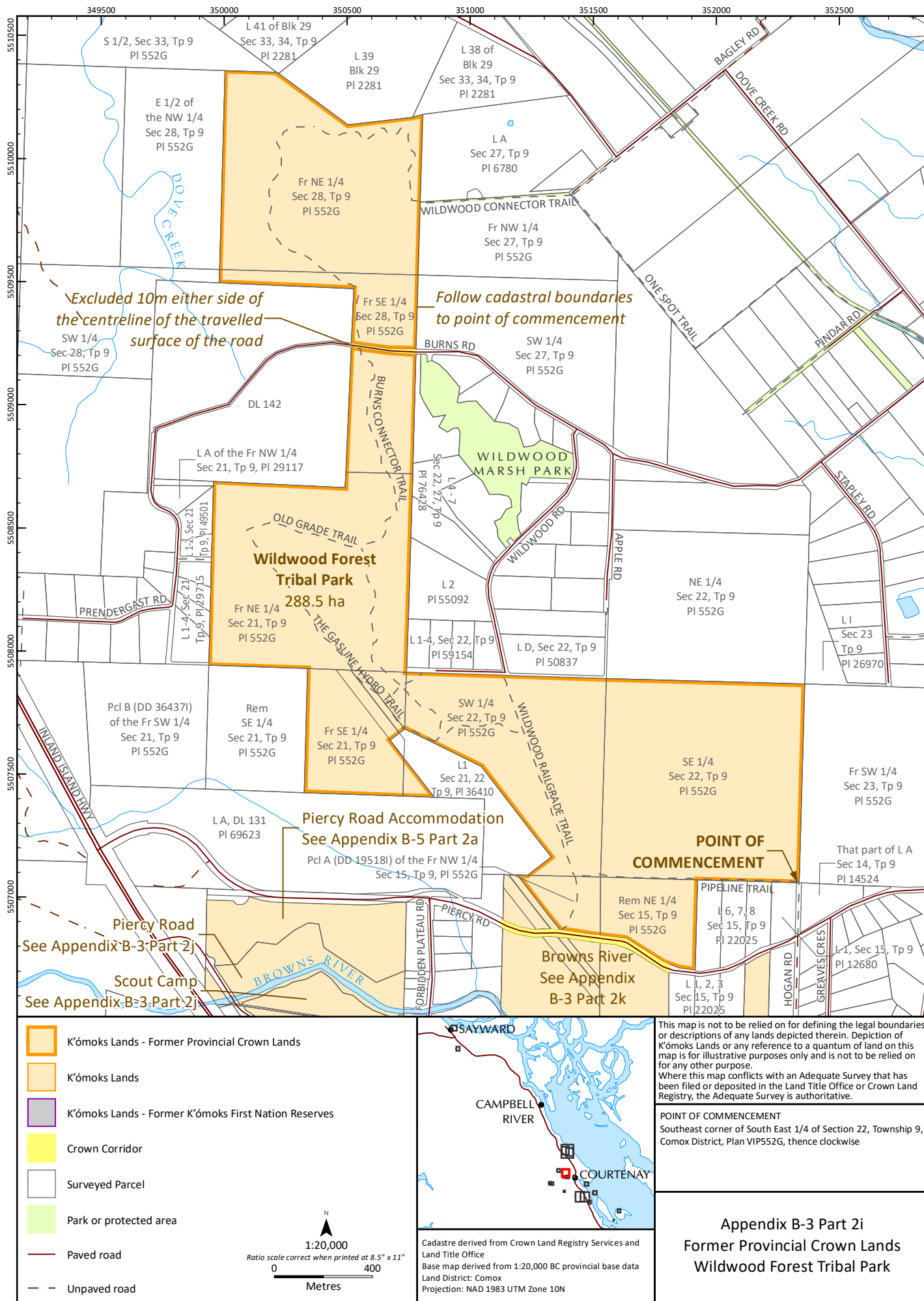
B-3 Part 2h.i: Map of Williams Beach



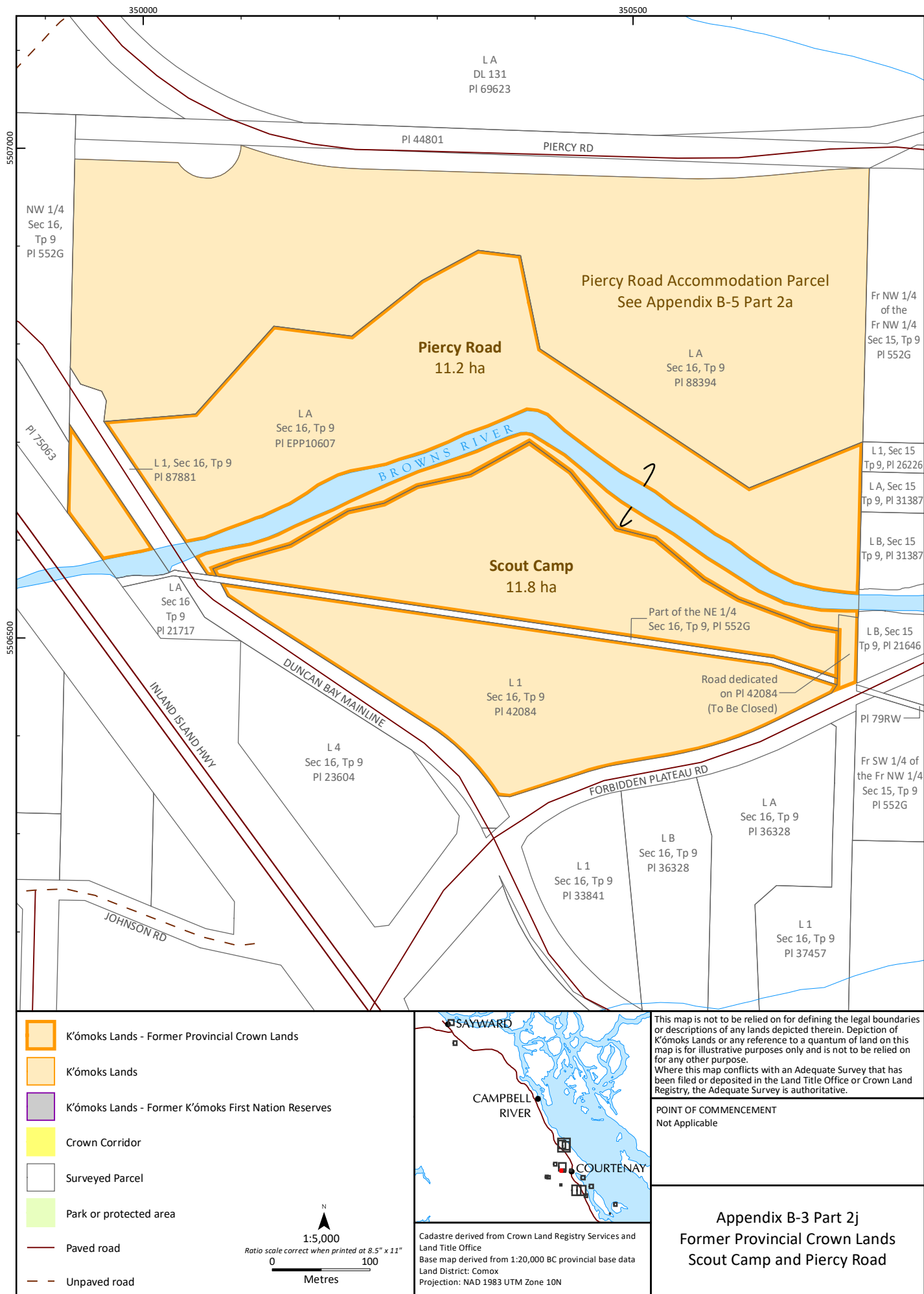
B-3 Part 2h.ii: Map of Williams Beach



B-3 Part 2i: Map of Wildwood Forest Tribal Park

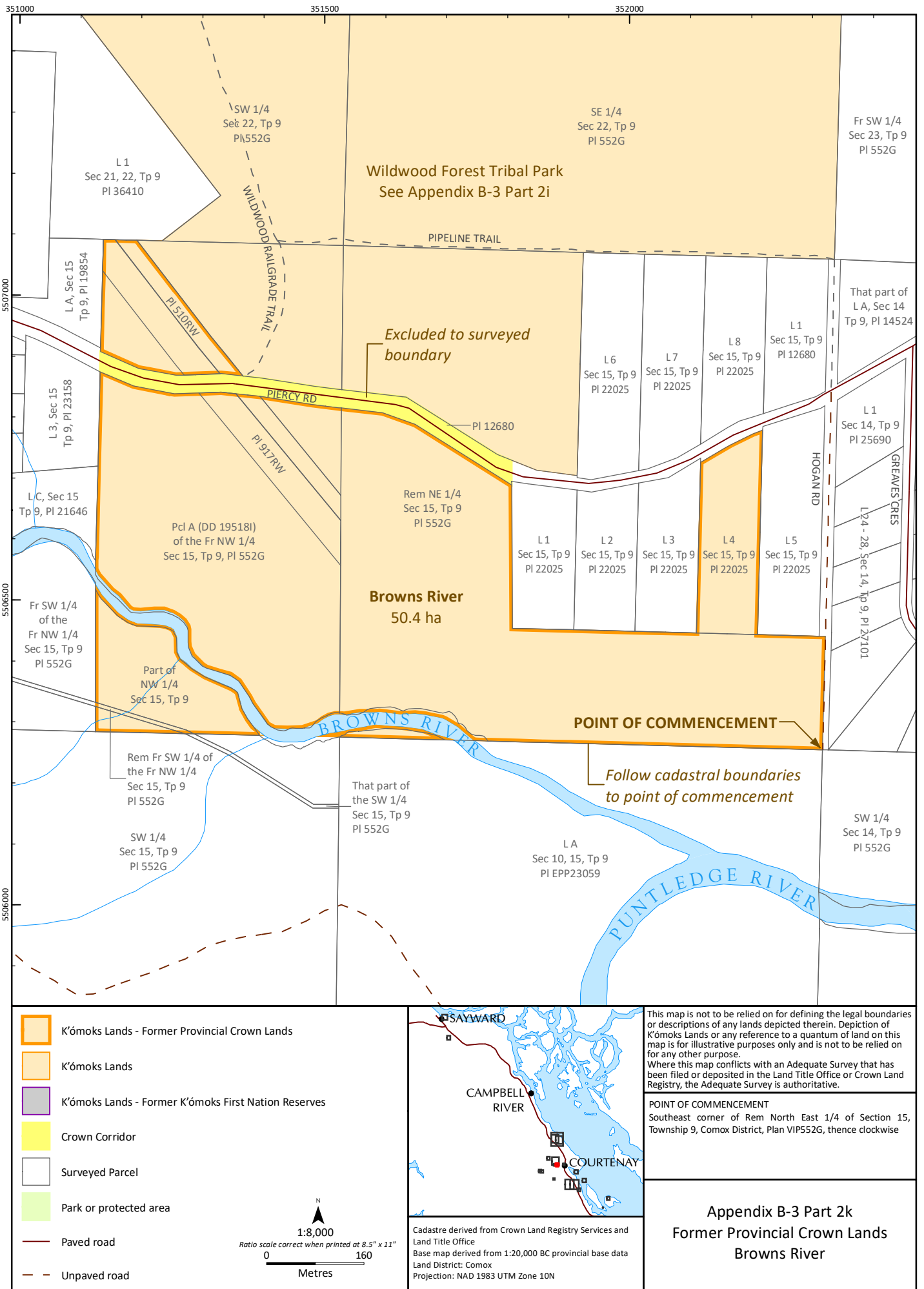


B-3 Part 2j: Map of Scout Camp and Piercy Road

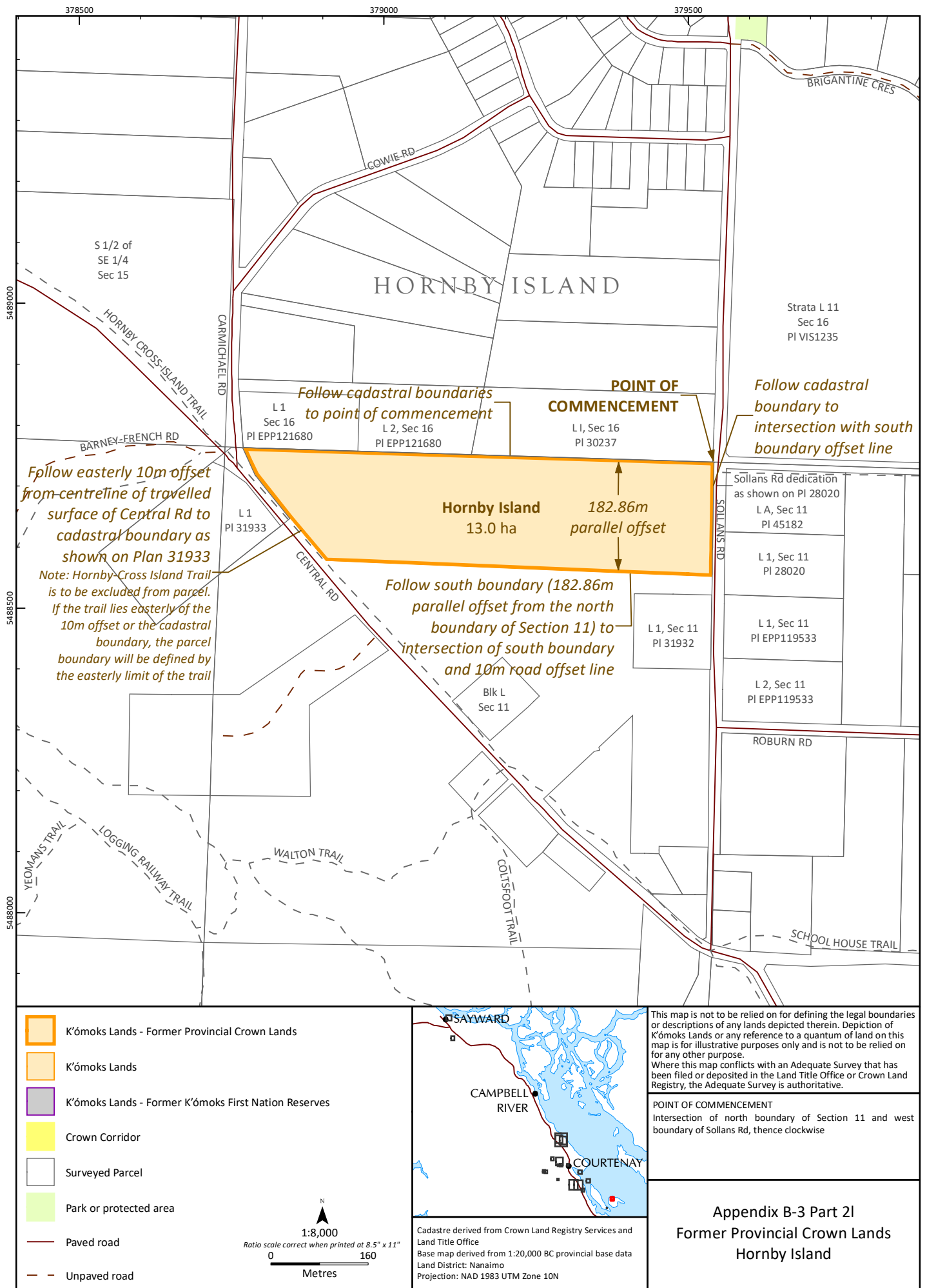


Note: The Parties will update the Appendices before the Effective Date

B-3 Part 2k: Map of Browns River

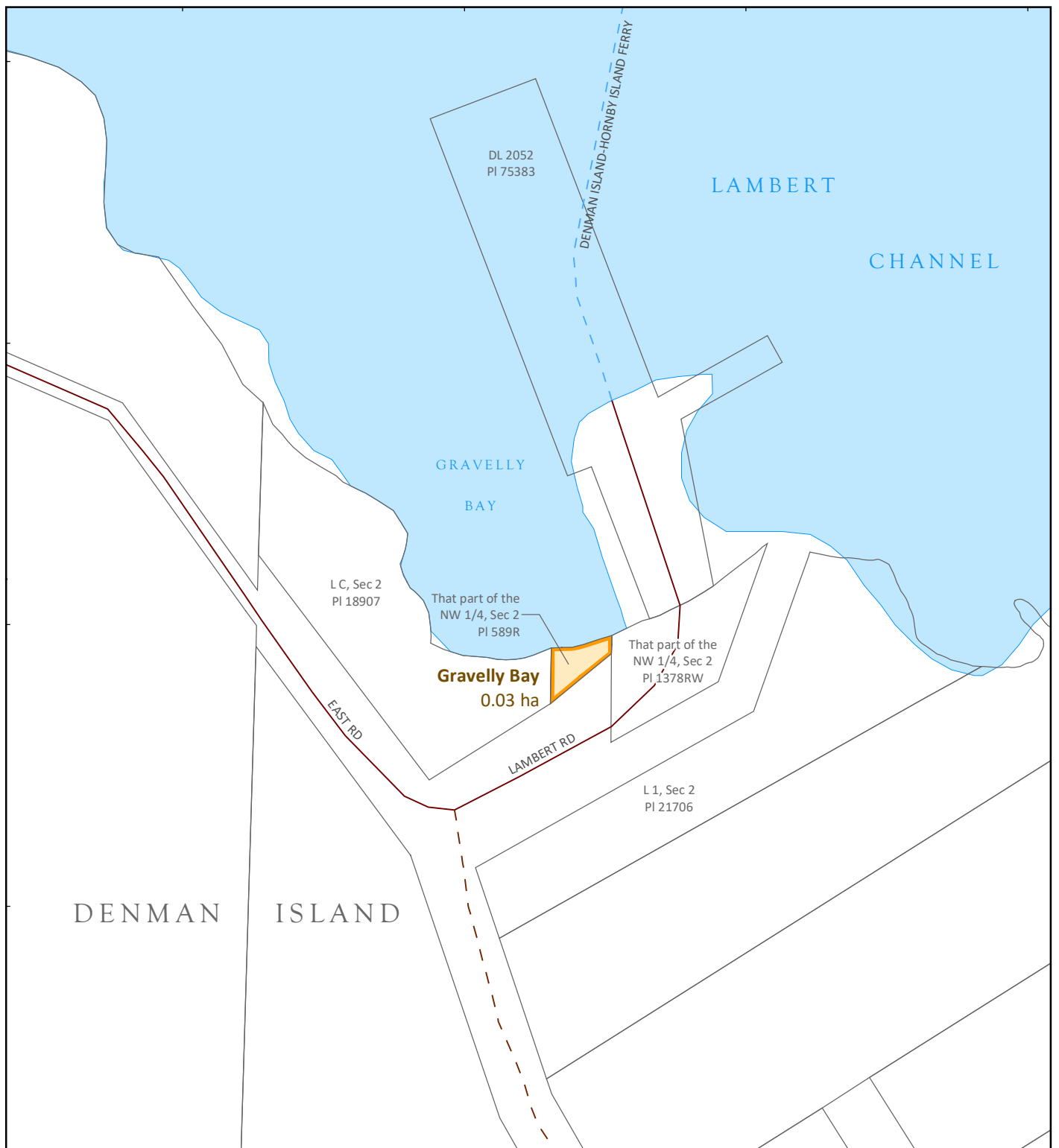


B-3 Park 2l: Map of Hornby Island

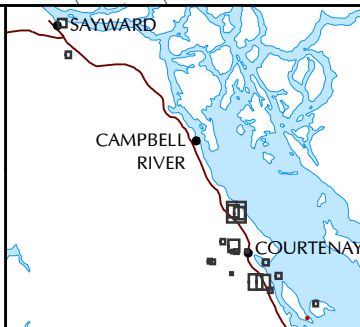
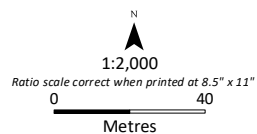


Note: The Parties will update the Appendices before the Effective Date

B-3 Part 2m: Map of Gravelly Bay



- K'ómoks Lands - Former Provincial Crown Lands
- K'ómoks Lands
- K'ómoks Lands - Former K'ómoks First Nation Reserves
- Crown Corridor
- Surveyed Parcel
- Park or protected area
- Paved road
- Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Nanaimo
 Projection: NAD 1983 UTM Zone 10N

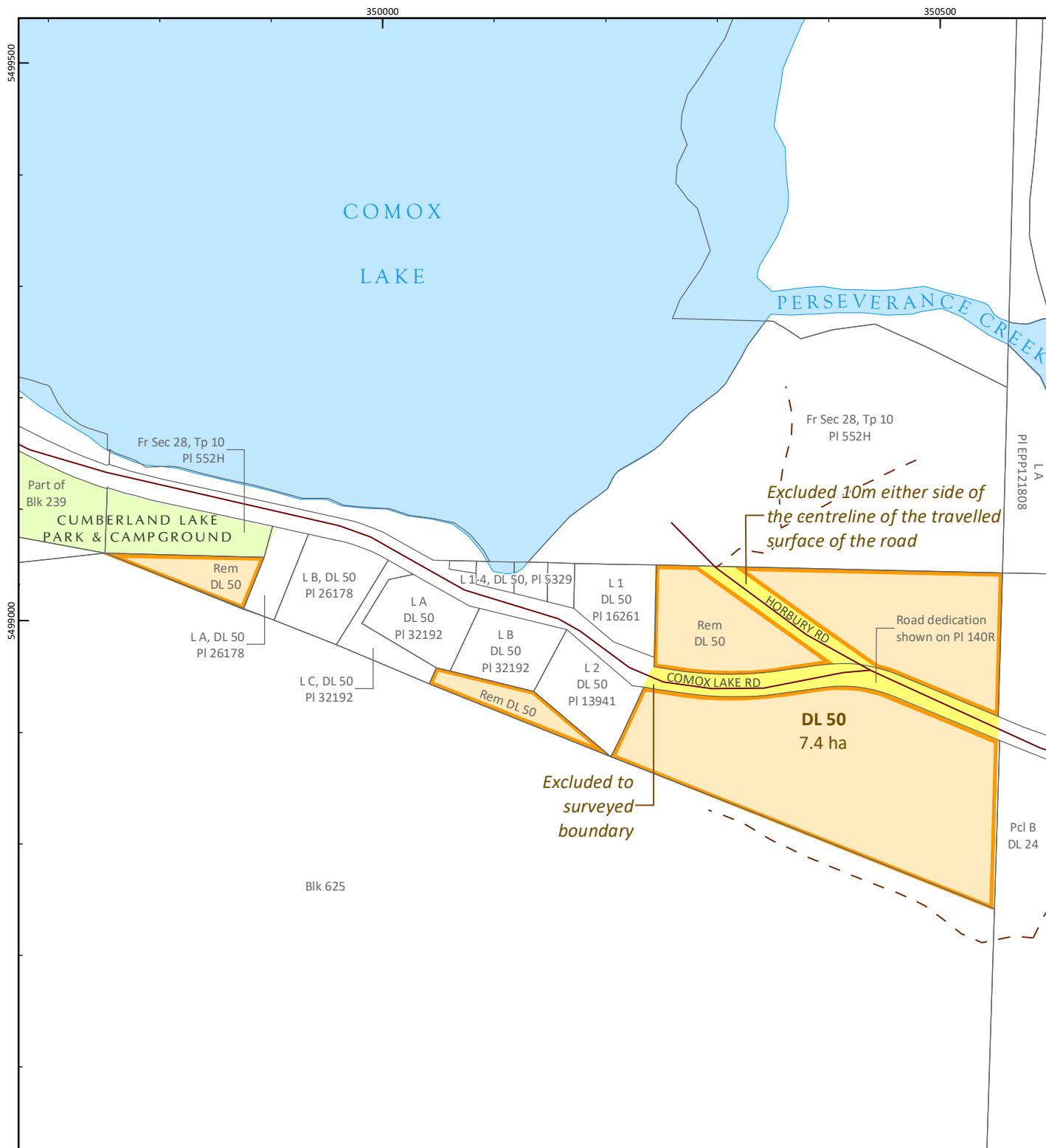
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
 Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
 Not Applicable

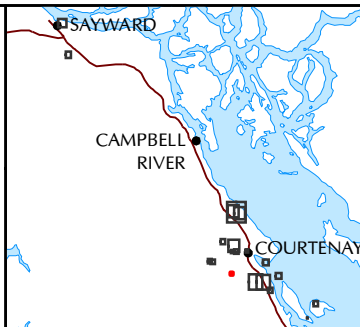
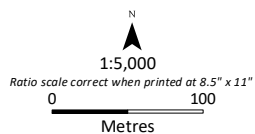
Appendix B-3 Part 2m Former Provincial Crown Lands Gravelly Bay

Note: The Parties will update the Appendices before the Effective Date

B-3 Part 2n: Map of DL50



- K'ómoks Lands - Former Provincial Crown Lands
- K'ómoks Lands
- K'ómoks Lands - Former K'ómoks First Nation Reserves
- Crown Corridor
- Surveyed Parcel
- Park or protected area
- Paved road
- Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nelson
Projection: NAD 1983 UTM Zone 10N

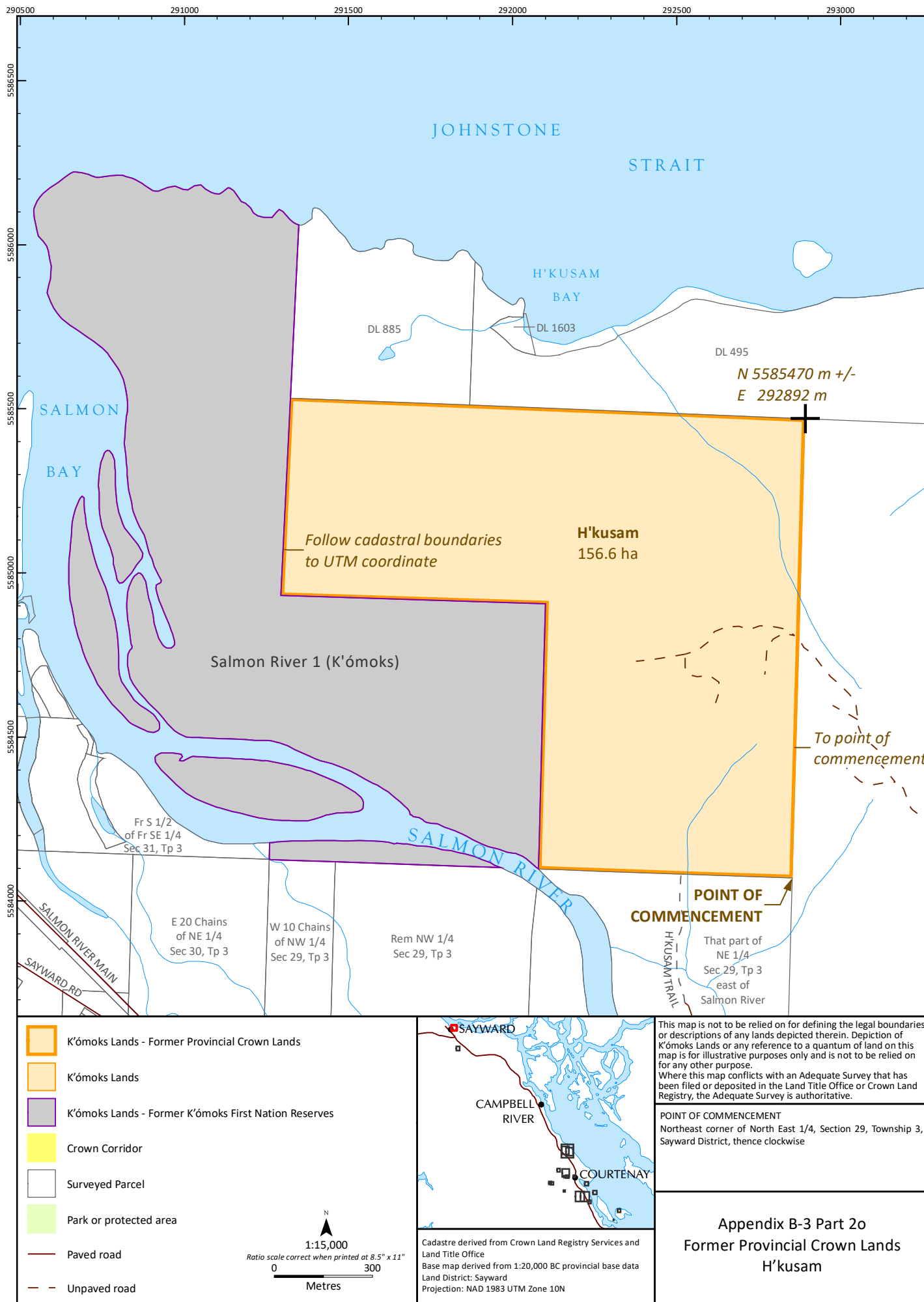
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

Appendix B-3 Part 2n
Former Provincial Crown Lands
DL 50

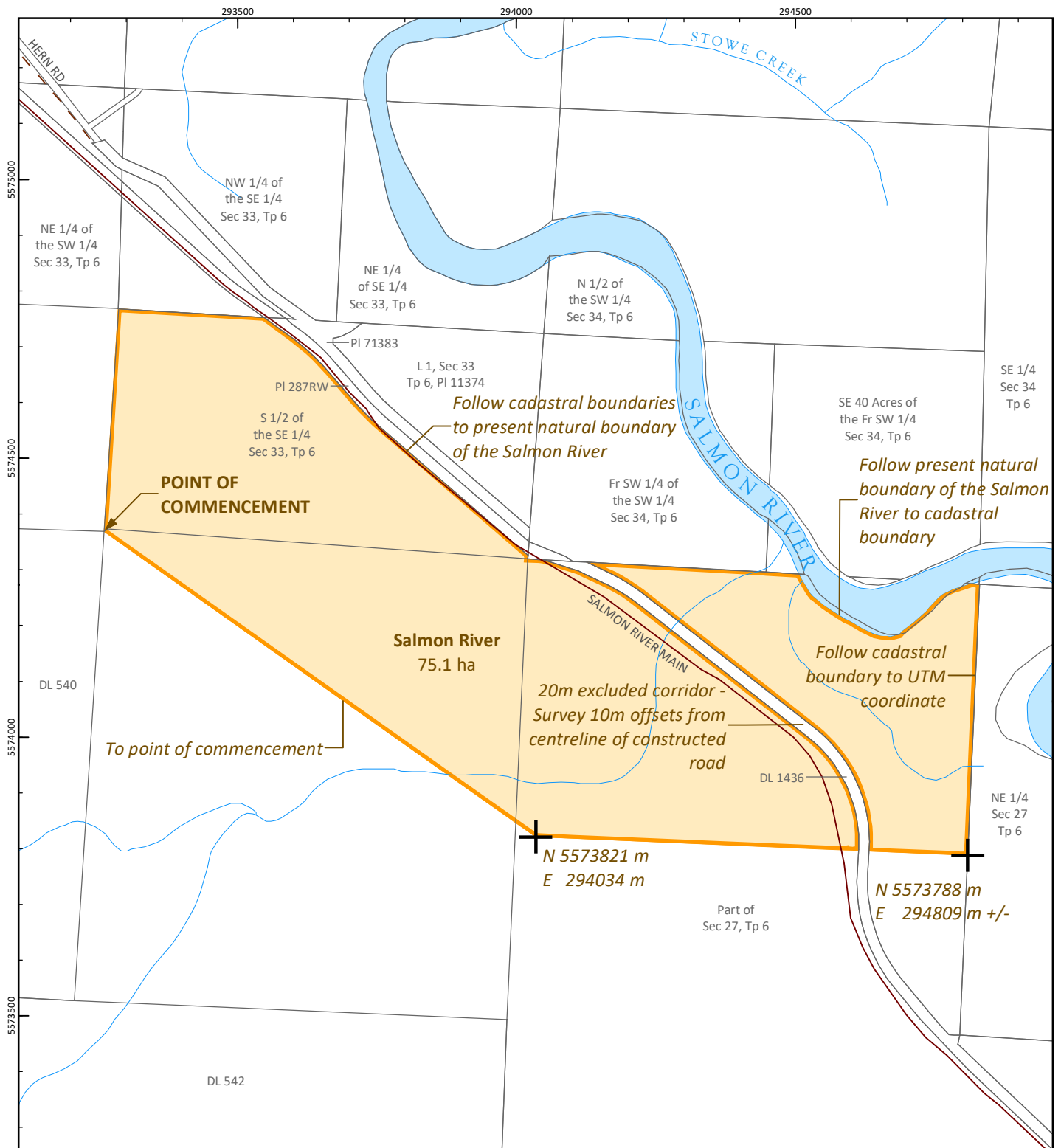
Note: The Parties will update the Appendices before the Effective Date

B-3 Part 2o: Map of H'kusam

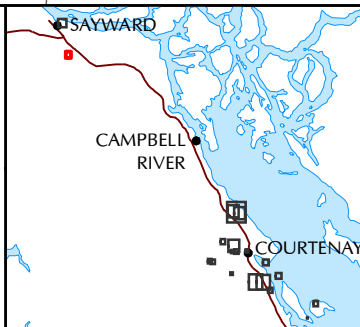
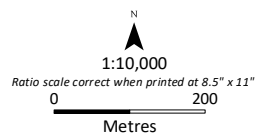


Note: The Parties will update the Appendices before the Effective Date

B-3 Part 2p: Map of Salmon River



- K'ómoks Lands - Former Provincial Crown Lands
- K'ómoks Lands
- K'ómoks Lands - Former K'ómoks First Nation Reserves
- Crown Corridor
- Surveyed Parcel
- Park or protected area
- Paved road
- Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Sayward
Projection: NAD 1983 UTM Zone 10N

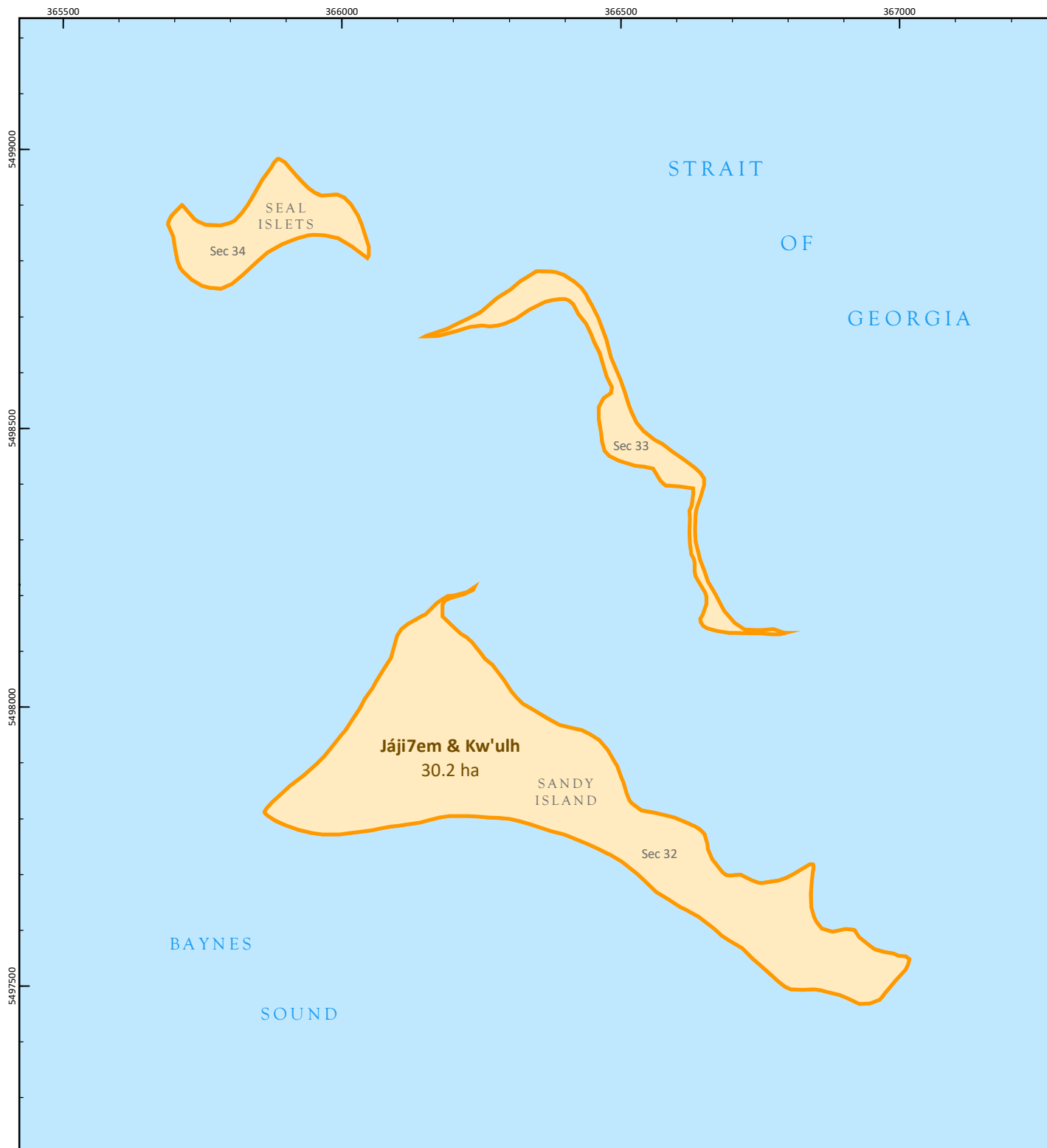
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Northeast corner of DL 540, Sayward District, thence clockwise

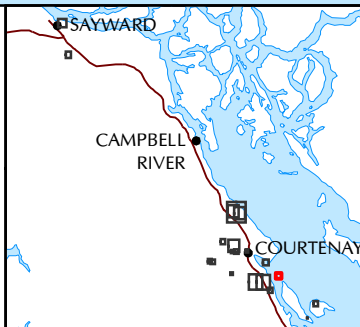
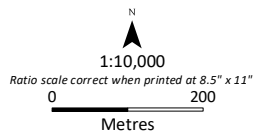
Appendix B-3 Part 2p Former Provincial Crown Lands Salmon River

Note: The Parties will update the Appendices before the Effective Date

B-3 Part 2q: Map of Jáji7em & Kw'ulh Tribal Park



- K'ómoks Lands - Former Provincial Crown Lands
- K'ómoks Lands
- K'ómoks Lands - Former K'ómoks First Nation Reserves
- Crown Corridor
- Surveyed Parcel
- Park or protected area
- Paved road
- Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Nanaimo
 Projection: NAD 1983 UTM Zone 10N

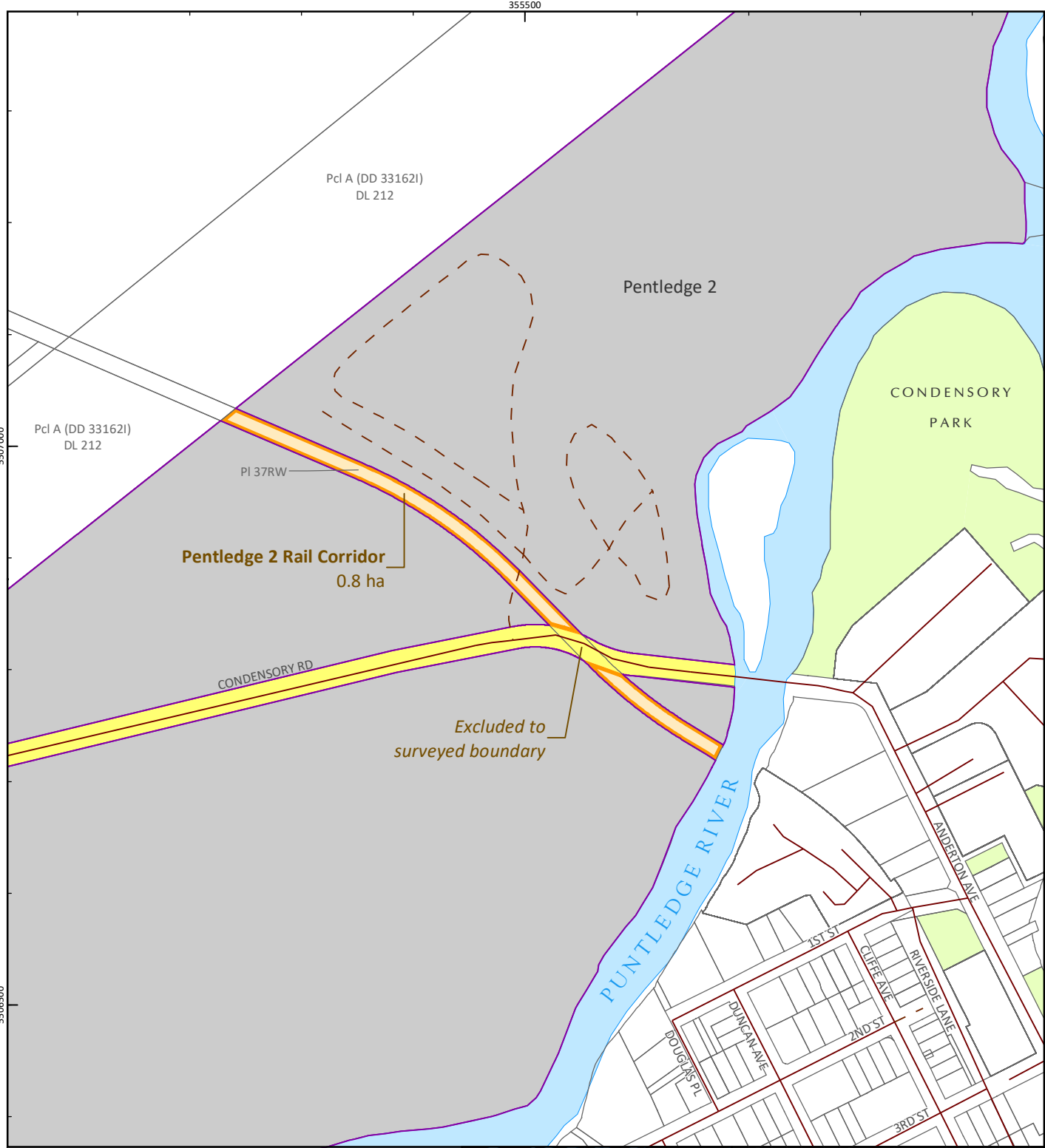
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
 Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
 Not Applicable

Appendix B-3 Part 2q Former Provincial Crown Lands Jáji7em & Kw'ulh

Note: The Parties will update the Appendices before the Effective Date

B-3 Part 2r: Map of Pentledge 2 Rail Corridor



K'ómoks Lands - Former Provincial Crown Lands

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

N

1:5,000

Ratio scale correct when printed at 8.5" x 11"

0

100

Metres

CADASTRE DERIVED FROM CROWN LAND REGISTRY SERVICES AND LAND TITLE OFFICE
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

Appendix B-3 Part 2r

Former Provincial Crown Lands

Pentledge 2 Rail Corridor

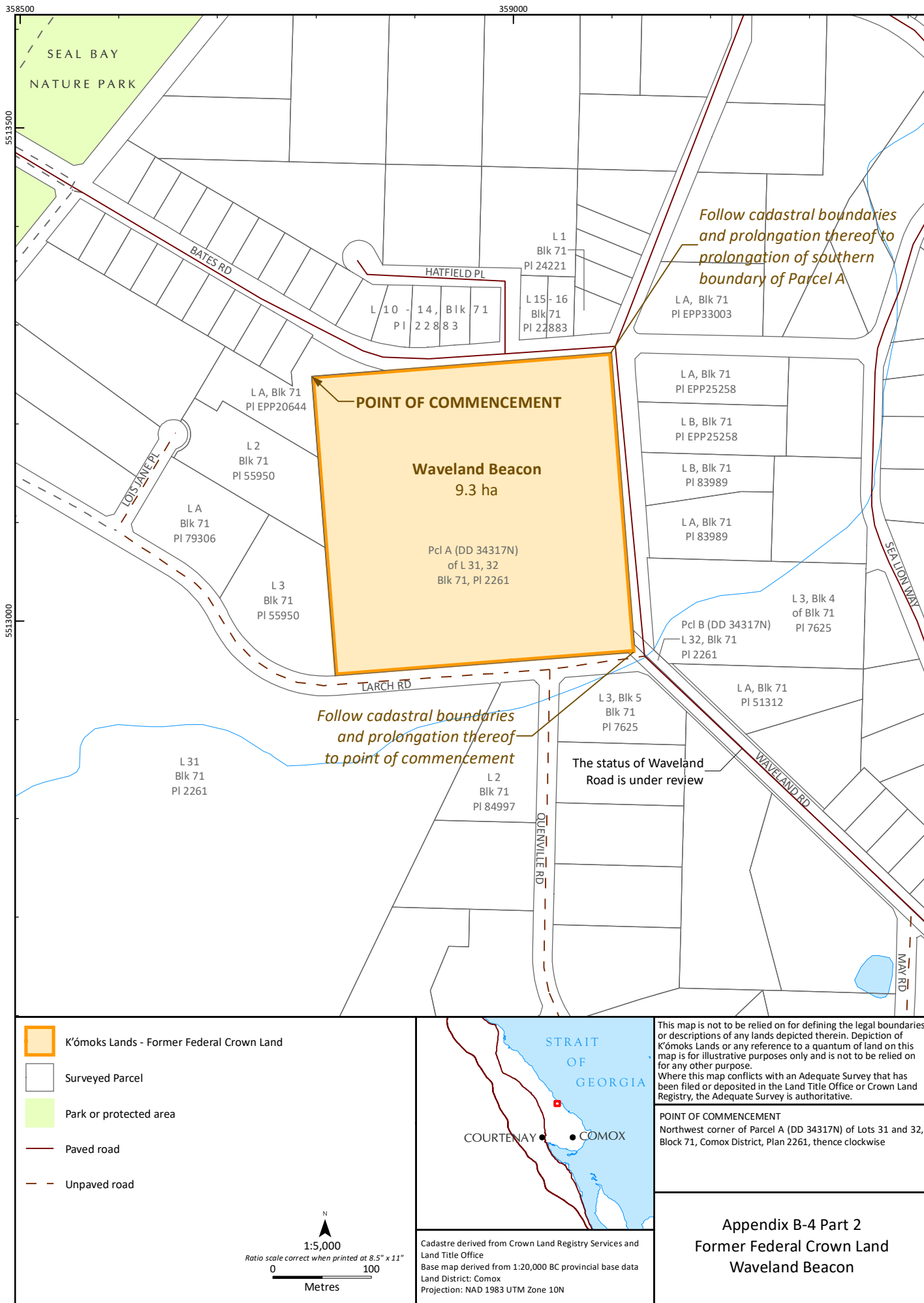
Note: The Parties will update the Appendices before the Effective Date

B-4: Former Federal Crown Land**B-4 Part 1: Land Description of Waveland Beacon**

Note: the Parties will update the Appendices before the Effective Date

Former Federal Crown Land Parcel	Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)	Land Description
Waveland Beacon (Map B-4 Part 2)	PID: 006-447-503	PARCEL A (DD 34317N) OF LOTS 31 AND 32, BLOCK 71, COMOX DISTRICT, PLAN 2261 SAVE AND EXCEPT PORTION GAZETTED AS ROAD JULY 9, 1949

B-4 Part 2: Map of Waveland Beacon



Note: The Parties will update the Appendices before the Effective Date

B-5: Former K'ómoks Private Fee Simple Lands

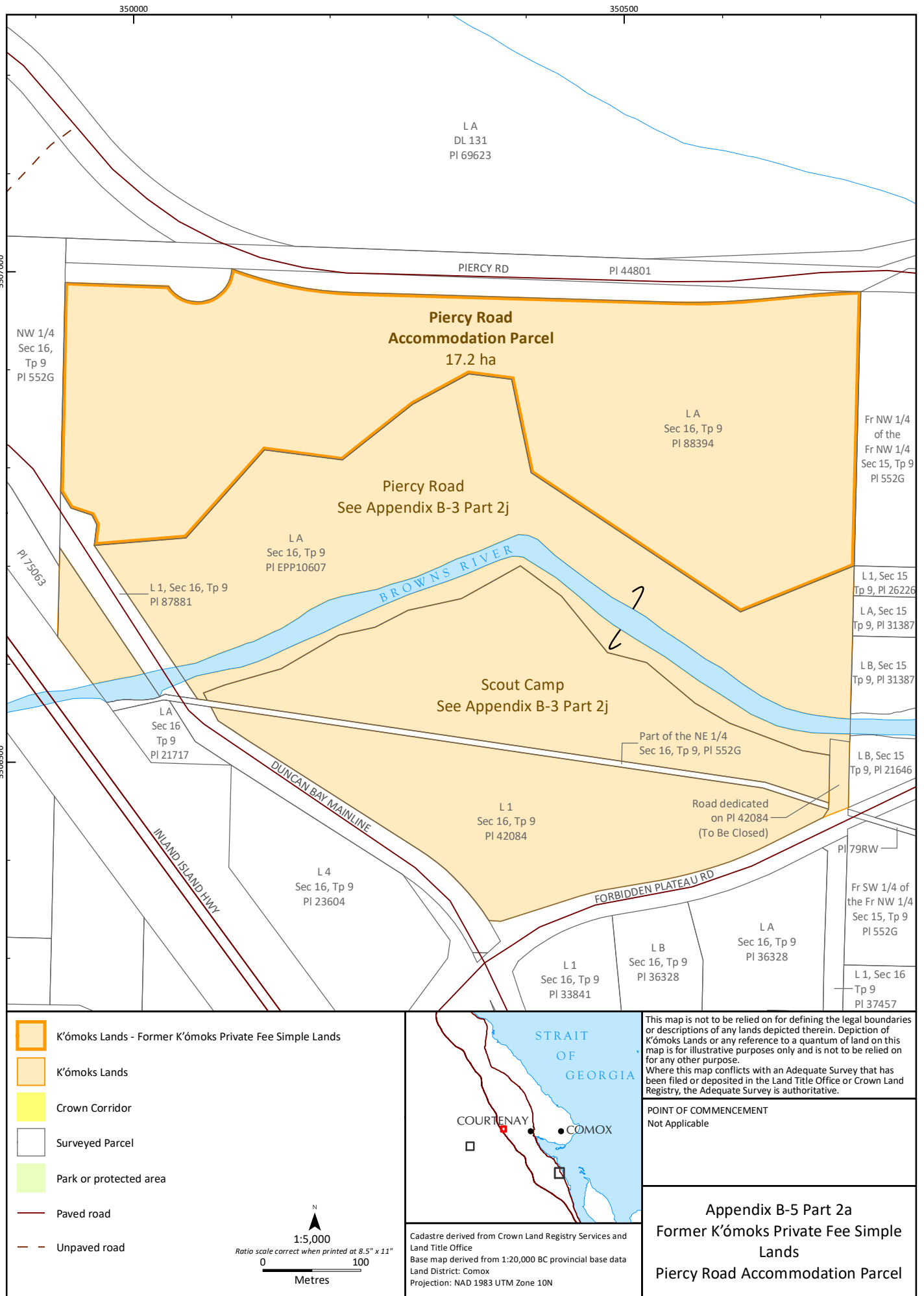
B-5 Part 1: Land Description of K'ómoks Former Private Fee Simple Lands

Note: the Parties will update the Appendices before the Effective Date.

Former K'ómoks Private Fee Simple Lands	Parcel Identifier (PID)	Land Description
Piercy Road Accommodation Parcel (Map B-5 Part 2a)	PID: 028-351-118	LOT A SECTION 16 TOWNSHIP 9 COMOX DISTRICT PLAN VIP88394, EXCEPT PART IN PLAN EPP10606
DL32 (Map B-5 Part 2b)	PID: 009-942-173	DISTRICT LOT 32, NELSON DISTRICT
Lot 2 (Map B-5 Part 2c)	PID: 028-780-574	LOT 2 DISTRICT LOT 28, NELSON DISTRICT PLAN EPP 17930
Lot 3 (Map B-5 Part 2c)	PID: 028-780-582	LOT 3 DISTRICT LOTS 28 AND 31, NELSON DISTRICT PLAN EPP 17930
DL253 and DL257 (Map B-5 Part 2d)	PID: 006-597-866	DISTRICT LOT 253, COMOX DISTRICT, SHOWN OUTLINED IN RED ON PLAN DEPOSITED IN DD
	PID: 006-597-882	DISTRICT LOT 257 COMOX DISTRICT AS SHOWN ON PLAN 294 RW

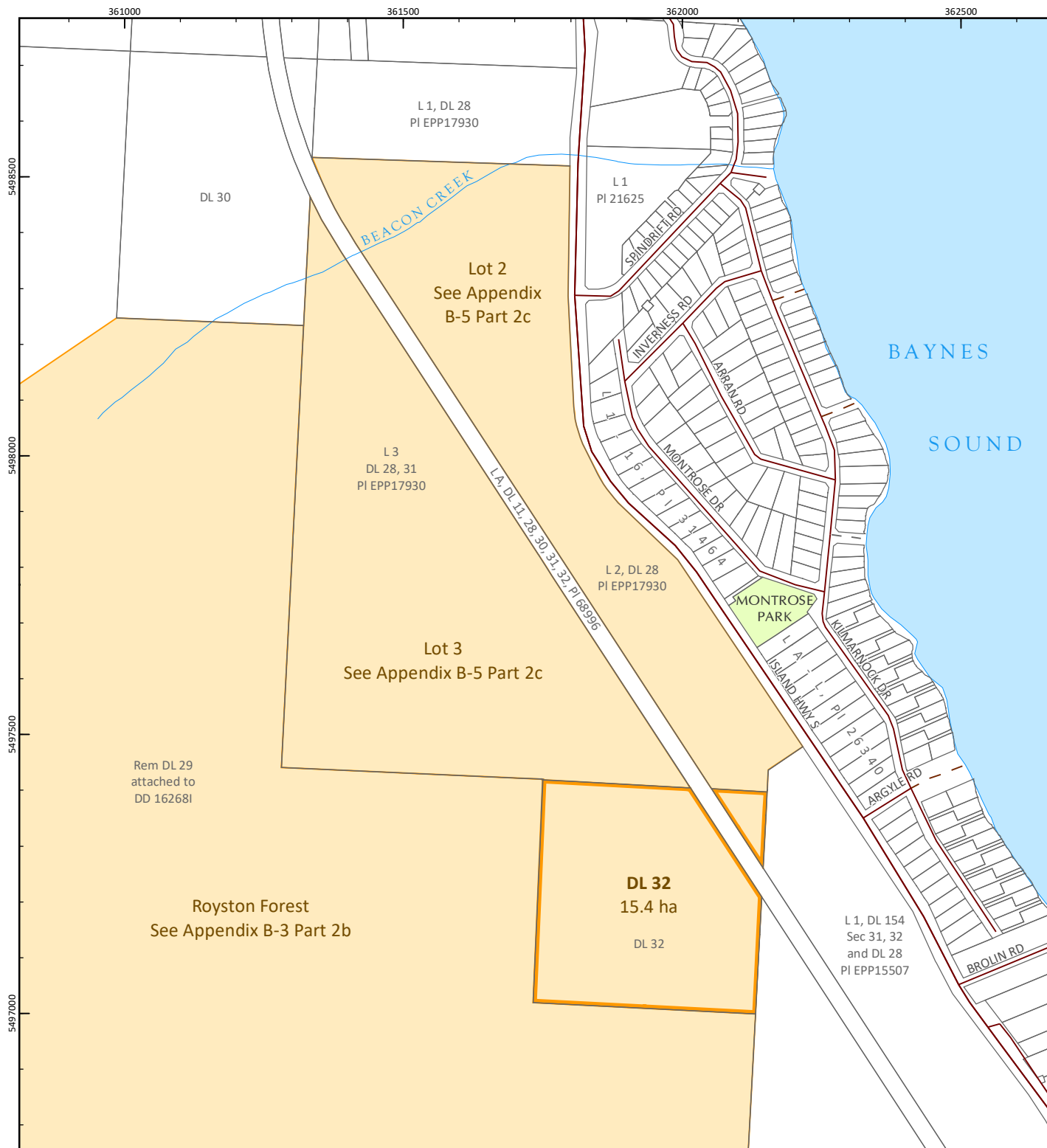
B-5 Part 2: Maps of K'ómoks Private Fee Simple Lands

B-5 Part 2a: Map of Piercy Road Accommodation Parcel



Note: The Parties will update the Appendices before the Effective Date

B-5 Part 2b: Map of DL32



K'ómoks Lands - Former K'ómoks Private Fee Simple Lands

K'ómoks Lands

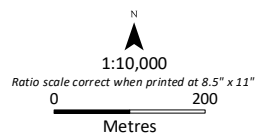
Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nelson
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.

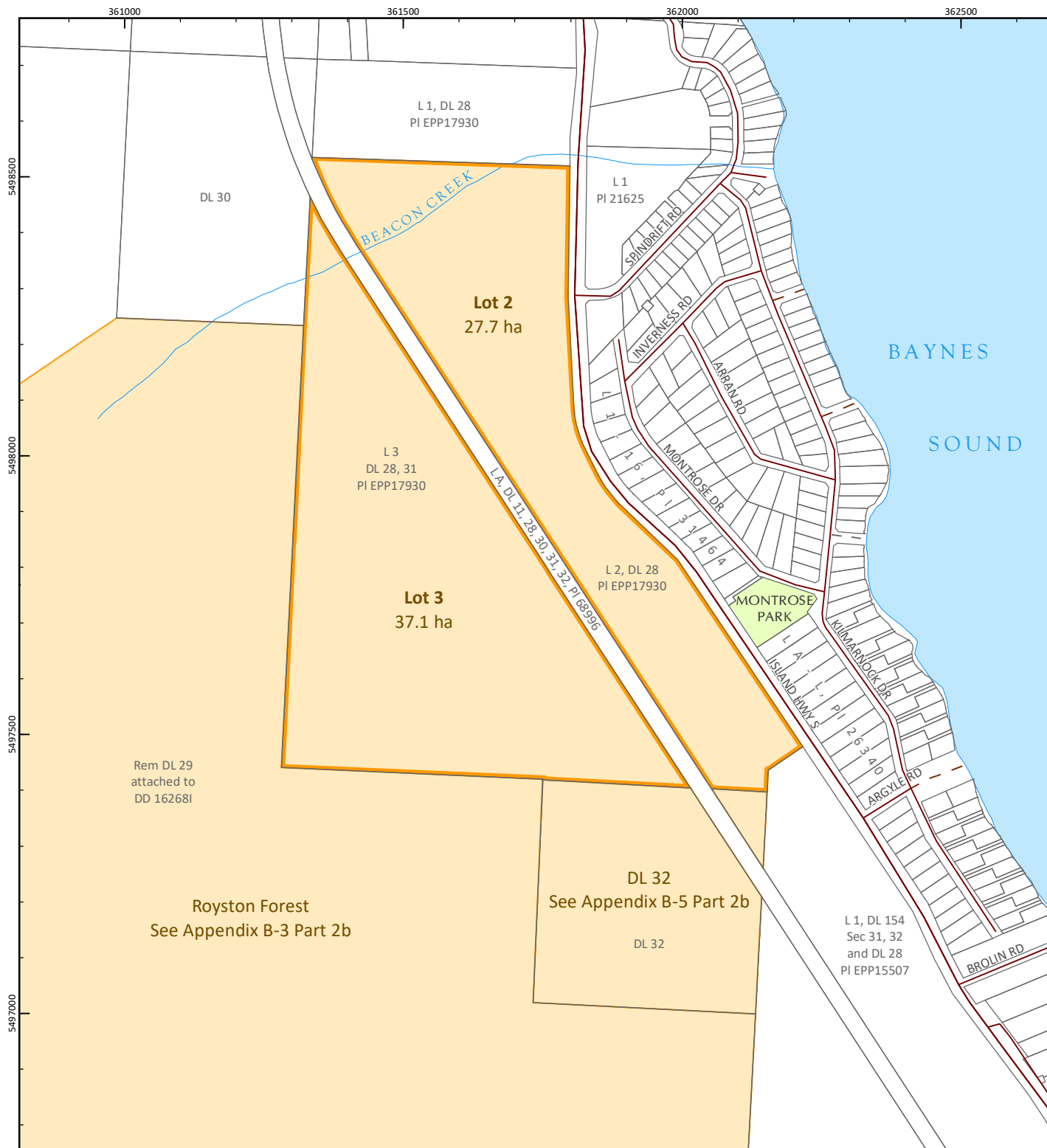
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

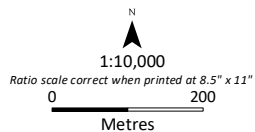
Appendix B-5 Part 2b
Former K'ómoks Private Fee Simple
Lands
DL 32

Note: The Parties will update the Appendices before the Effective Date

B-5 Part 2c: Map of Lot 2 and Lot 3



- K'ómoks Lands - Former K'ómoks Private Fee Simple Lands
- K'ómoks Lands
- Crown Corridor
- Surveyed Parcel
- Park or protected area
- Paved road
- Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nelson
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.

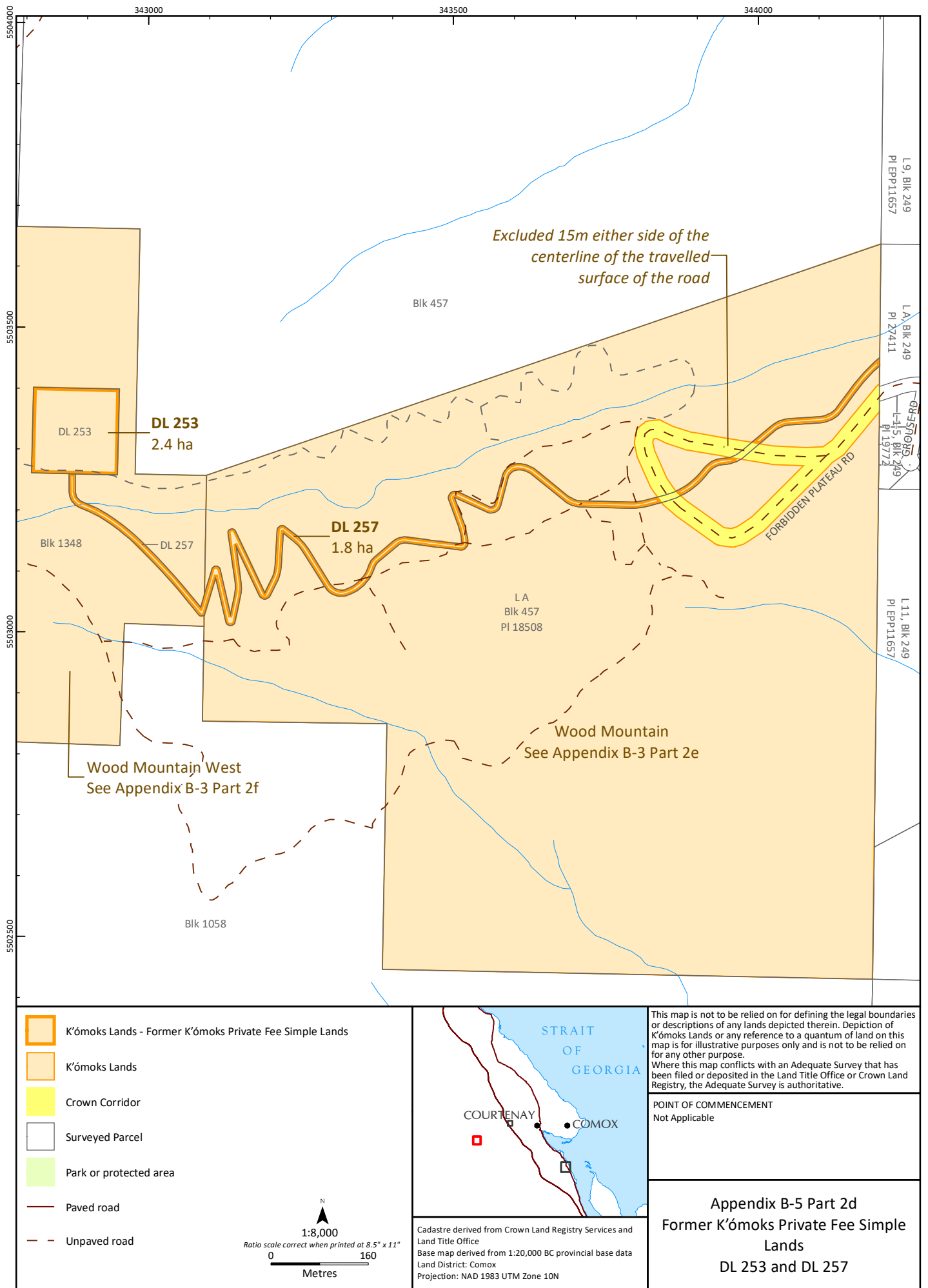
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

Appendix B-5 Part 2c Former K'ómoks Private Fee Simple Lands Lot 2 and Lot 3

Note: The Parties will update the Appendices before the Effective Date

B-5 Part 2d: Map of DL253 & DL257



Note: The Parties will update the Appendices before the Effective Date

Appendix C: Other K'ómoks Lands




C Part 1: Land Description of Other K'ómoks Lands

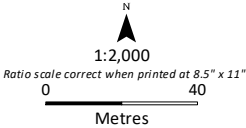
Note: the Parties will update the Appendices before the Effective Date.

Other K'ómoks Lands	Parcel Identifier (PID)	Land Description
Eton Road (Map C Part 2)	PID: 031-183-182	LOT A, DISTRICT LOT 194, COMOX DISTRICT, PLAN EPP101334
	PID: 031-183-191	LOT B, DISTRICT LOT 194, COMOX DISTRICT, PLAN EPP101334
	PID: 031-183-204	LOT C, DISTRICT LOT 194, COMOX DISTRICT, PLAN EPP101334
	PID: 031-183-212	LOT D, DISTRICT LOT 194, COMOX DISTRICT, PLAN EPP101334
	PID: 031-183-221	LOT E, DISTRICT LOT 194, COMOX DISTRICT, PLAN EPP101334

C Part 2: Map of Other K'ómoks Lands



-  Other K'ómoks Lands
-  Surveyed Parcel
-  Paved road



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of Other K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

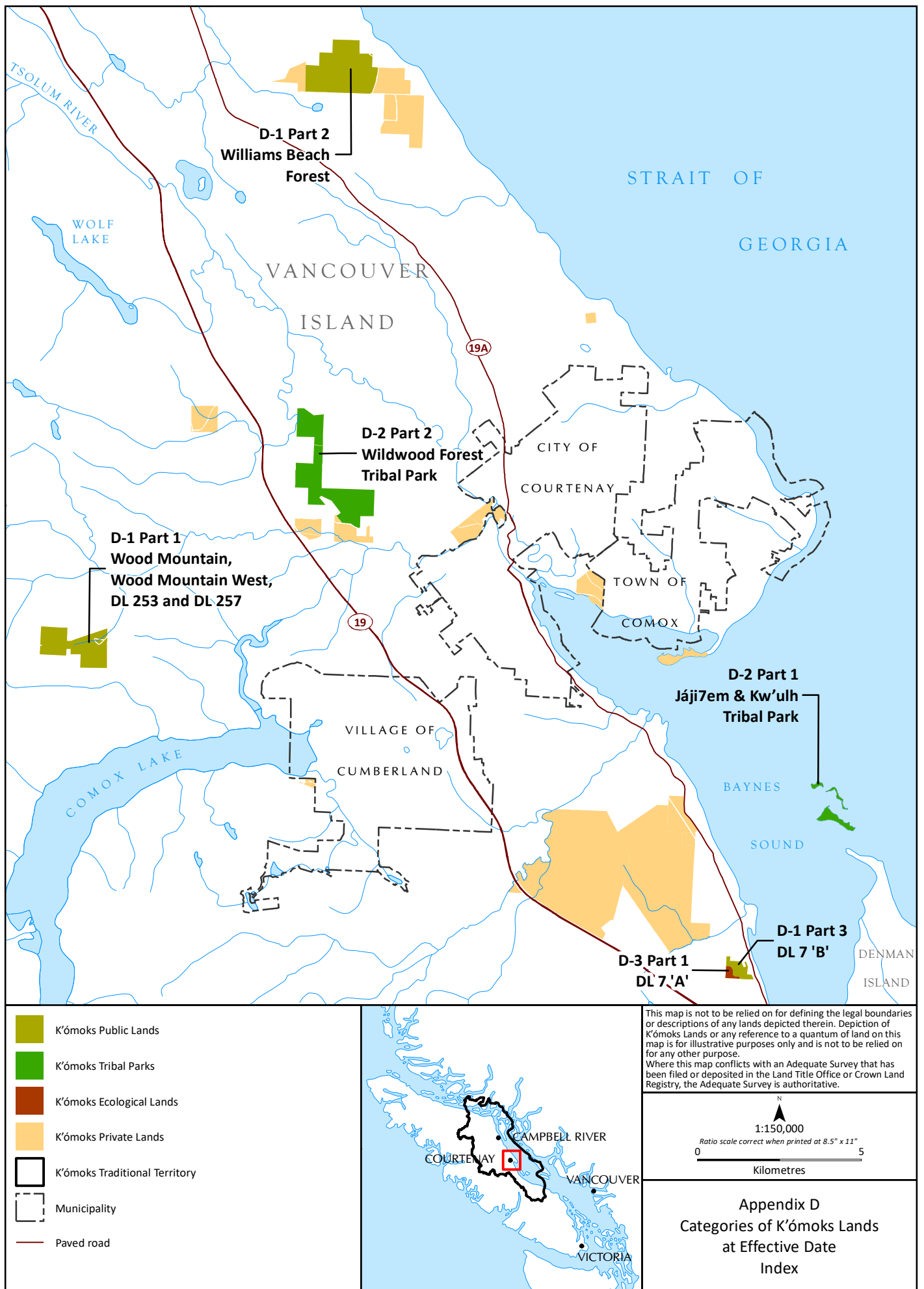
POINT OF COMMENCEMENT
Not Applicable

Appendix C Part 2 Other K'ómoks Lands Eton Road

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

Note: The Parties will update the Appendices before the Effective Date

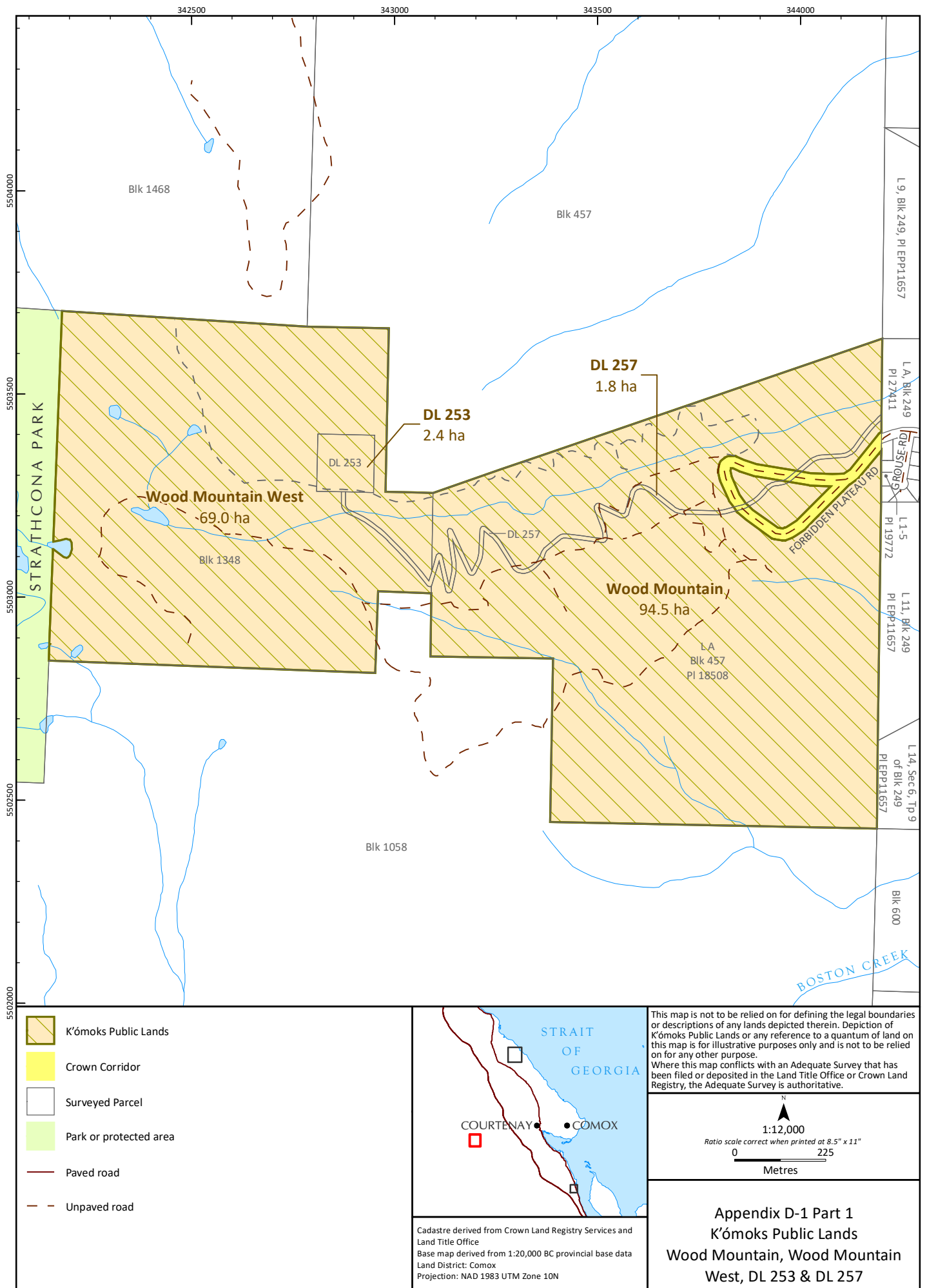
Appendix D: Categories of K'ómoks Lands at Effective Date Index



Note: The Parties will update the Appendices before the Effective Date

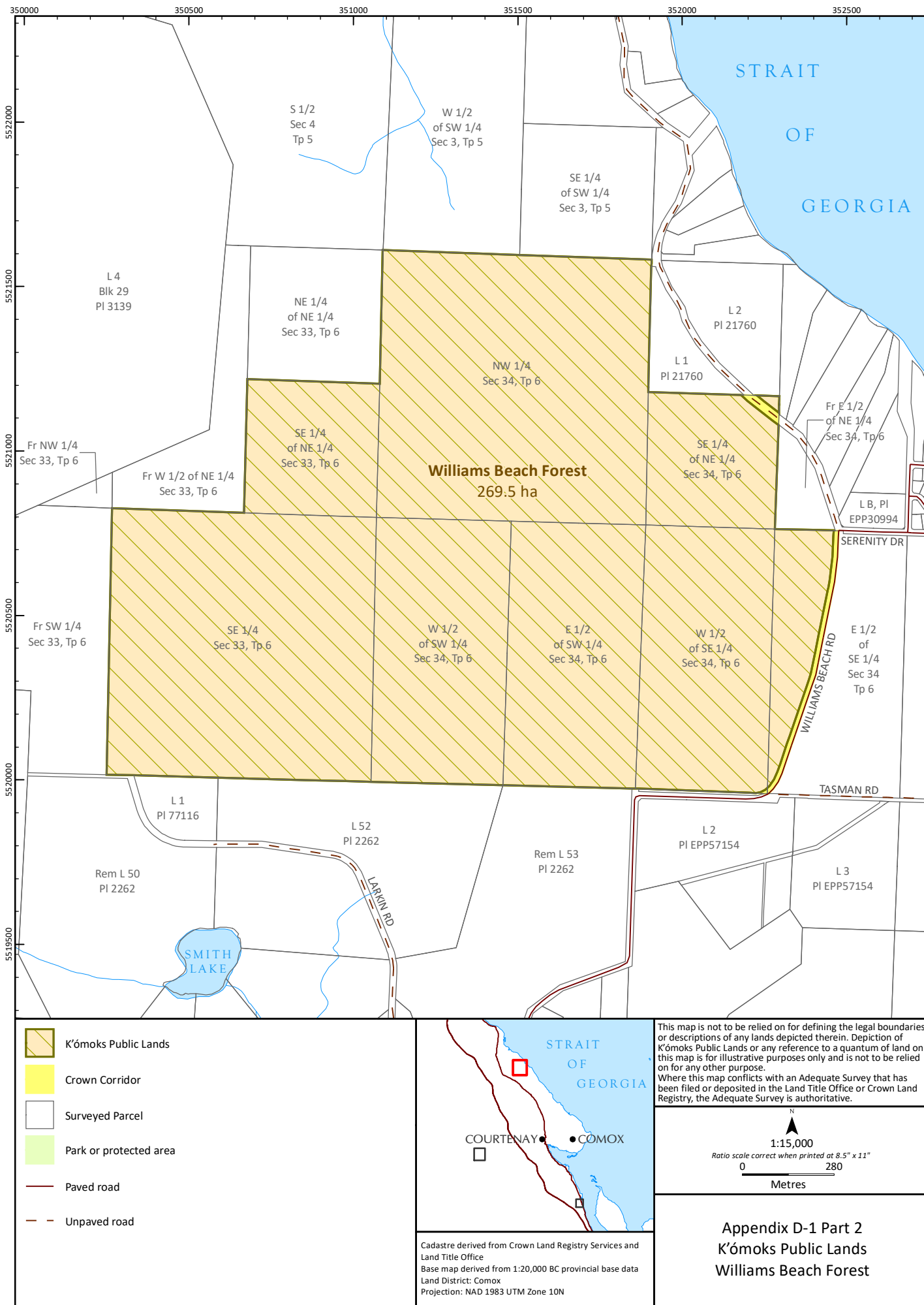
D-1: K'ómoks Public Lands

**D-1 Part 1: Map of DL253 & DL257, Wood Mountain and Wood Mountain
West**



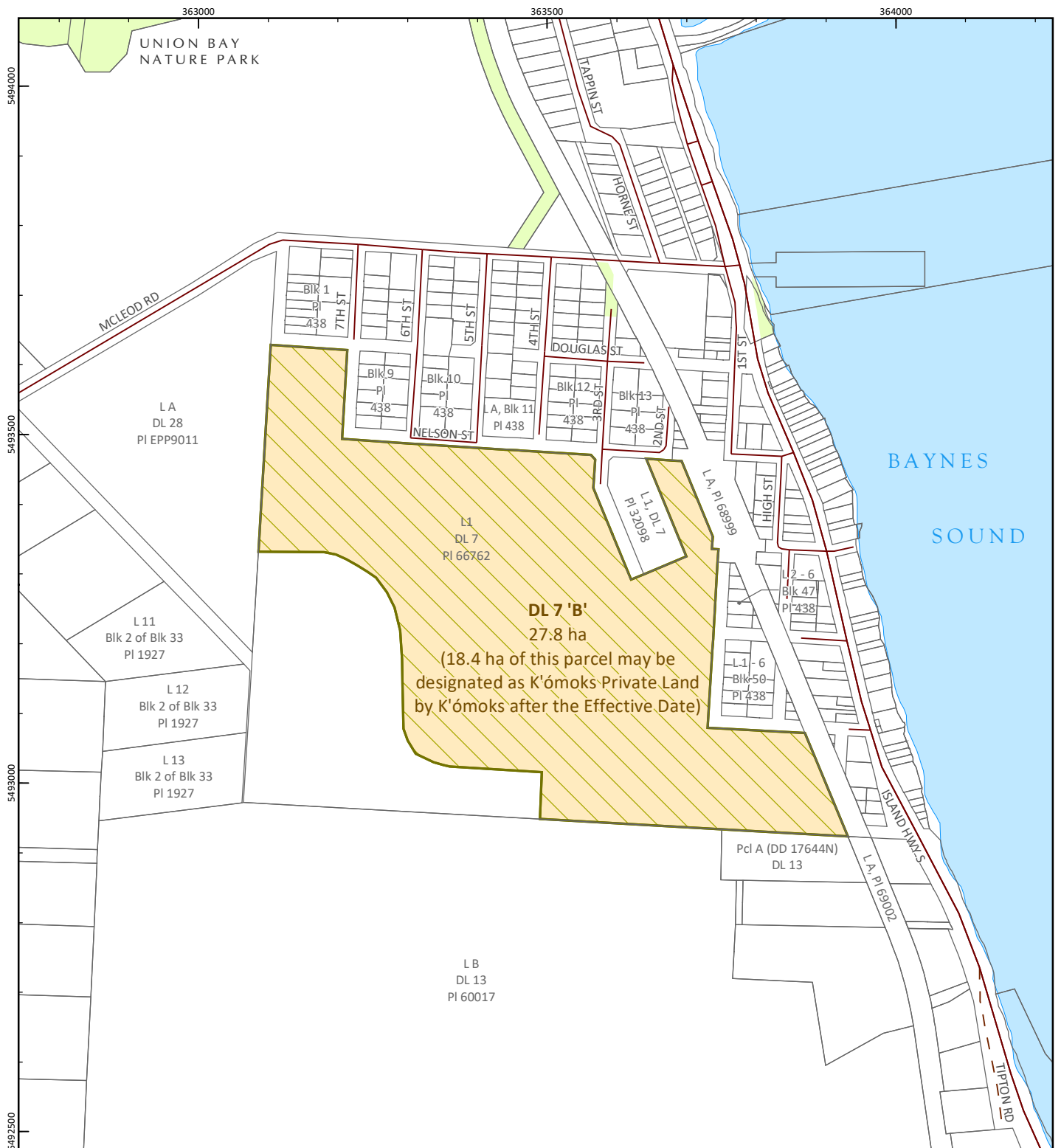
Note: The Parties will update the Appendices before the Effective Date

D-1 Part 2: Map of Williams Beach Forest

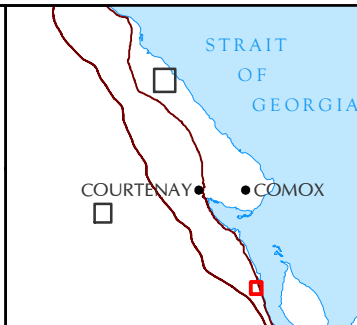


Note: The Parties will update the Appendices before the Effective Date

D-1 Part 3: Map of DL7 'B'

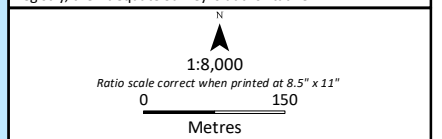


- K'ómoks Public Lands
- Crown Corridor
- Surveyed Parcel
- Park or protected area
- Paved road
- Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Nelson
 Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Public Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
 Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

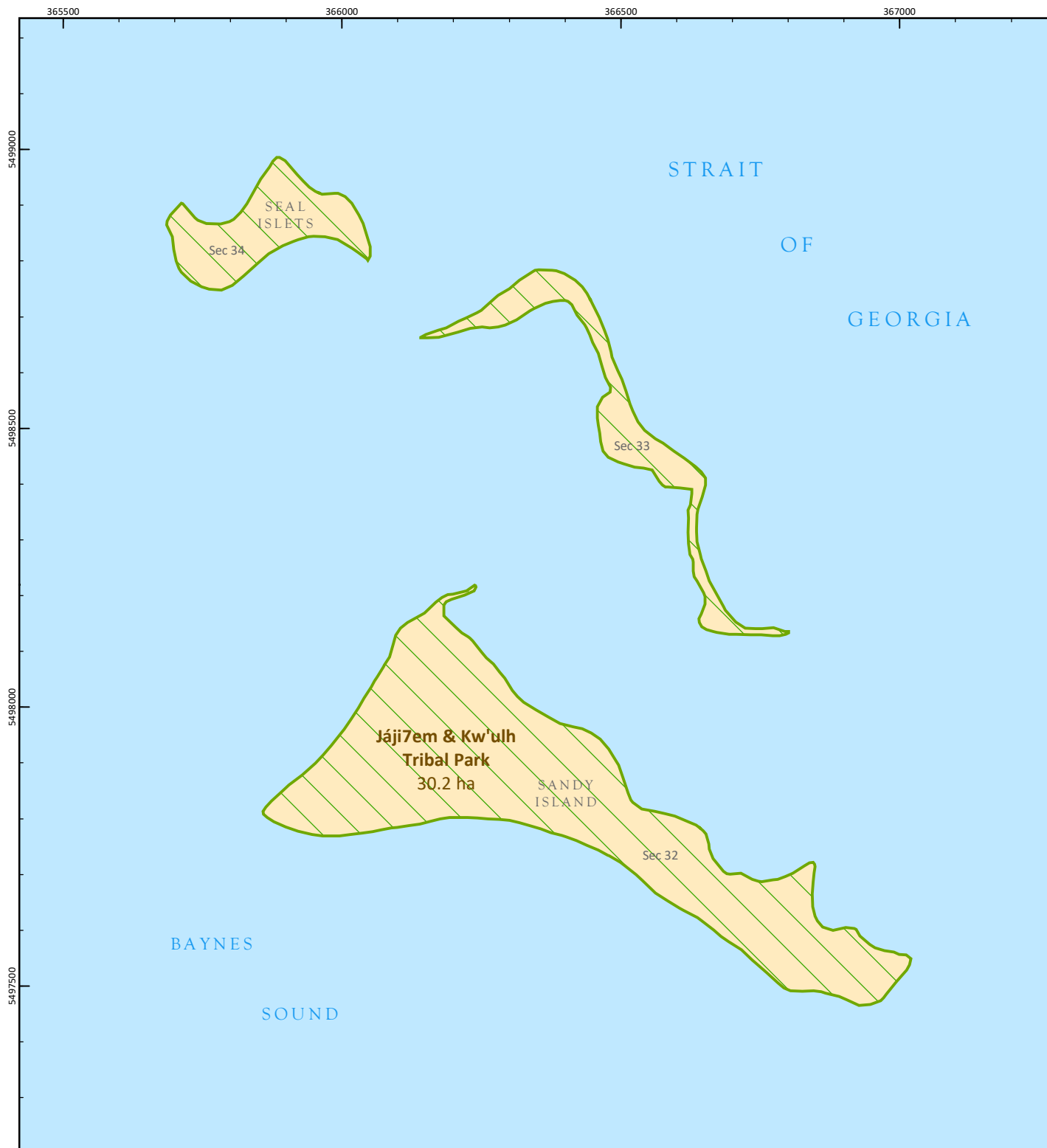








Appendix D-1 Part 3 K'ómoks Public Lands DL 7 'B'

Note: The Parties will update the Appendices before the Effective Date

D-2: K'ómoks Tribal Parks

D-2 Part 1: Map of Jáji7em & Kw'ulh Tribal Park

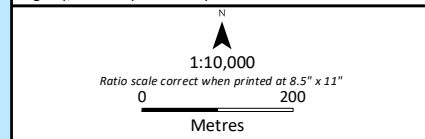


-  K'ómoks Tribal Parks
-  Crown Corridor
-  Surveyed Parcel
-  Park or protected area
-  Paved road
-  Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Nanaimo
 Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Tribal Parks or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
 Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.



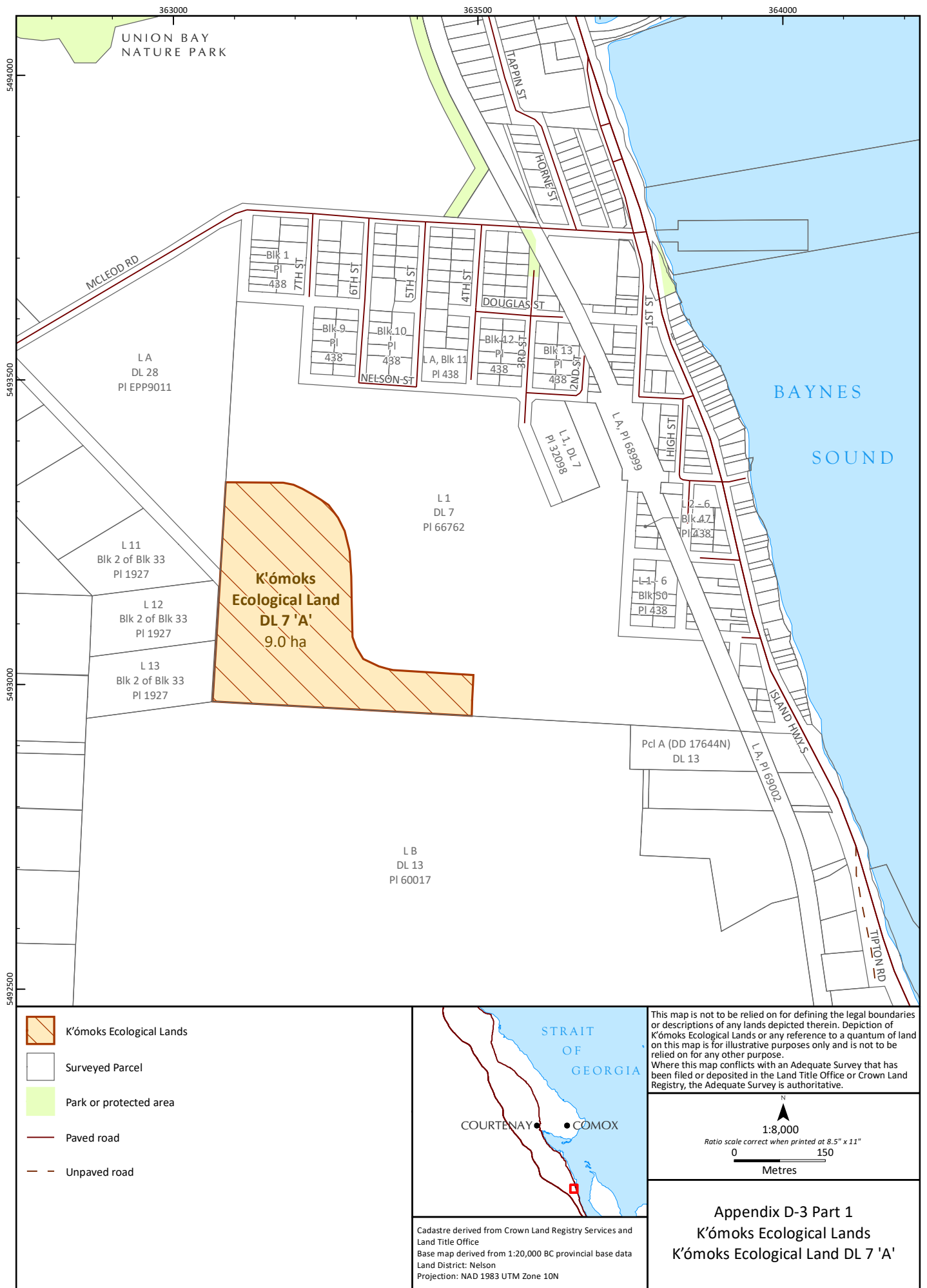
Appendix D-2 Part 1
K'ómoks Tribal Parks
Jāji7em & Kw'ulh Tribal Park

Note: The Parties will update the Appendices before the Effective Date

D-2 Part 2: Map of Wildwood Forest Tribal Park

D-3: K'ómoks Ecological Lands

D-3 Part 1: Map of K'ómoks Ecological Land DL7 'A'



Note: The Parties will update the Appendices before the Effective Date

Appendix E: Pre-Approved Additions to K'ómoks Lands

E-1: Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands

E-1 Part 1: Land Description of Pre-approved Additions to K'ómoks Lands - Provincial Crown Lands

Note: the Parties will update the Appendices before the Effective Date.

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	Parcel Identifier (PID)	Land Description
H'kusam Expansion Lands (Map E-1 Part 2a)	PIN: 35458981*	<i>Portion of NE1/4, SECTION 21, TOWNSHIP 3, SAYWARD DISTRICT (*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)</i>
WL0026 (Map E-1 Part 2b)	PID: 010-450-921*	<i>Portion of THAT PART OF DISTRICT LOT 29, NELSON DISTRICT SHOWN OUTLINED IN RED ON PLAN ATTACHED TO DD 16268I EXCEPT PART IN PLAN 511 RW (*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)</i>
	PID: 009-942-271	THAT PART OF DISTRICT LOT 29, NELSON DISTRICT, SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-735-614	THAT PART OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 11, NELSON DISTRICT, PLAN 551 SHOWN OUTLINED IN RED ON PLAN 1923 EXCEPT THOSE PARTS IN PLANS 1928, 1929 AND 511RW AND EXCEPT THAT PART OF THE EAST 1/2 LYING TO THE NORTH OF WELLINGTON COLLIERIES RIGHT OF WAY AS SAID RIGHT OF WAY IS SHOWN ON PLAN 1923 AND EXCEPT THAT PART OF THE WEST 1/2 LYING TO THE EAST OF WELLINGTON COLLIERIES RIGHT OF WAY AND SOUTH WEST OF PLAN 511RW

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	Parcel Identifier (PID)	Land Description
	PID: 006-736-254	THAT PART OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 11, NELSON DISTRICT, PLAN 551 SHOWN OUTLINED IN RED ON PLAN 1923 AND BEING OUTLINED IN RED ON PLAN 511 RW LYING TO THE SOUTH EAST OF WELLINGTON COLLIERIES RIGHT OF WAY
	PID: 006-736-521	THAT PART OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 11, NELSON DISTRICT, PLAN 551 AS SHOWN ON PLAN 1923 AND SHOWN OUTLINED IN RED ON PLAN 511RW
	PID: 006-734-952	THAT PART OF THE WEST 1/2 OF SECTION 28, TOWNSHIP 11, NELSON DISTRICT, PLAN 551 SHOWN OUTLINED IN RED ON PLAN 1923 EXCEPT PART IN PLAN 1931
	PID: 008-993-564	THE SOUTH EAST 1/4 OF SECTION 28 TOWNSHIP 11 NELSON DISTRICT PLAN 551
WL0085 (Map E-1 Part 2c)	PID: 010-027-165	DISTRICT LOT 18 NELSON DISTRICT EXCEPT PART IN PLAN 512 RW AND VIP62657
	PID: 006-372-201	THAT PART OF DISTRICT LOT 18, NELSON DISTRICT, SHOWN OUTLINED IN RED ON PLAN 512 RW AND CONTAINING 1.44 ACRES MORE OR LESS
	PID: 006-708-579	LOT 4, BLOCK 3, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 512 RW
	PID: 006-711-316	THAT PART OF LOT 4, BLOCK 3, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, SHOWN OUTLINED IN RED ON PLAN 512RW.
	PID: 006-708-552	LOT 3, BLOCK 3, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 512 RW

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	Parcel Identifier (PID)	Land Description
	PID:006-711-120	THAT PART OF LOT 3, BLOCK 3, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 SHOWN OUTLINED IN RED ON PLAN 512 RW
	PID: 006-708-528	LOT 2, BLOCK 3, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-708-501	LOT 1, BLOCK 3, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-708-625	LOT 1, BLOCK 4, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 512 RW
	PID: 006-711-375	THAT PART OF LOT 1, BLOCK 4, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, SHOWN OUTLINED IN RED ON PLAN 512RW.
	PID: 006-708-650	LOT 2, BLOCK 4, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 512 RW
	PID: 006-711-421	THAT PART OF LOT 2, BLOCK 4, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, SHOWN OUTLINED IN RED ON PLAN 512RW.
	PID: 006-709-052	LOT 9, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, EXCEPT THAT PART IN PLAN 511RW
	PID: 006-713-548	THAT PART OF LOT 9, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-709-028	LOT 8, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, EXCEPT THAT PART IN PLAN 511RW
	PID: 006-713-513	THAT PART OF LOT 8, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-708-935	LOT 5, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 511 RW

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	Parcel Identifier (PID)	Land Description
	PID: 006-713-475	THAT PART OF LOT 5, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-708-889	LOT 4, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-708-871	LOT 3, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-720-234	LOT 1, BLOCK 2, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-707-858	LOT 2, BLOCK 2, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-707-891	LOT 3, BLOCK 2, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-707-904	LOT 4, BLOCK 2, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-708-072	LOT 5, BLOCK 2, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-708-170	LOT 13, BLOCK 2, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-708-102	LOT 6, BLOCK 2, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-709-087	LOT 10, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, EXCEPT THAT PART IN PLAN 511RW
	PID: 006-713-581	THAT PART OF LOT 10, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-709-095	LOT 11, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	Parcel Identifier (PID)	Land Description
	PID: 006-709-109*	<i>Portion of LOT 1, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 617 RW AND PLAN VIP66336 (*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)</i>
	PID: 006-709-133	LOT 2, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 617 RW
	PID: 006-709-141	LOT 3, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 617 RW
	PID: 006-709-834	LOT 4 BLOCK 6 OF BLOCK 33 NELSON DISTRICT PLAN 1927 EXCEPT THAT PART IN PLAN 511RW
	PID: 006-713-602	THAT PART OF LOT 4, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-709-648	LOT 5, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THOSE PARTS IN PLANS 617 RW AND 511 RW
	PID: 006-713-629	THAT PART OF LOT 5, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-715-559	LOT 6, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THOSE PARTS IN PLANS 617RW AND 511RW
	PID: 006-713-700	THAT PART OF LOT 6, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-715-621	LOT 7, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 511RW
	PID: 006-713-751	THAT PART OF LOT 7, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 SHOWN OUTLINED IN RED ON PLAN 511 RW

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	Parcel Identifier (PID)	Land Description
	PID: 006-707-785	LOT 5, BLOCK 1, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, EXCEPT THAT PART IN PLAN 617 RW
	PID: 006-707-742	LOT 4, BLOCK 1, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, EXCEPT THAT PART IN PLAN 617 RW
	PID: 006-707-815	LOT 9, BLOCK 1, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, EXCEPT THAT PART IN PLAN 617 RW
	PID: 012-625-876*	<i>Portion of</i> THAT PART OF BLOCK 33, NELSON DISTRICT, PLAN 691J SHOWN OUTLINED IN RED ON PLAN DEPOSITED UNDER DD 25642G EXCEPT THOSE PARTS IN PLANS 1926, 1927 AND 511 RW (*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)
	PID: 006-700-161	LOT 1, BLOCK A OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT PART IN PLAN VIP66336
	PID: 006-700-217	LOT 2, BLOCK A OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-700-276	LOT 3, BLOCK A OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-700-331	LOT 1, BLOCK B OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-700-390	LOT 2, BLOCK B OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-700-420	LOT 3, BLOCK B OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-700-446	LOT 4, BLOCK B OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-700-489	LOT 5, BLOCK B OF BLOCK 33, NELSON DISTRICT, PLAN 1926

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	Parcel Identifier (PID)	Land Description
	PID: 006-701-558	LOT 2, BLOCK G, OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-701-493	LOT 1, BLOCK G, OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-701-001*	<i>Portion of LOT 1, BLOCK F, OF BLOCK 33, NELSON DISTRICT, PLAN 1926 (* Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)</i>
	PID: 006-700-721*	<i>Portion of LOT 2, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW (* Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)</i>
	PID: 006-700-764*	<i>Portion of LOT 3, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW (*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)</i>
	PID: 006-701-311*	<i>Portion of LOT 2, BLOCK F, OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT THAT PART IN PLAN 511 RW(* Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)</i>
	PID: 006-700-772*	<i>Portion of LOT 4, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW (* Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)</i>
WL1677 (Map E-1 Part 2d)	PID: 008-992-266	SOUTH EAST 1/4 OF SECTION 31 TOWNSHIP 9, COMOX DISTRICT PLAN 552G EXCEPT THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 AND EXCEPT PART IN PLAN VIP67100
	PID: 008-996-911	NORTH EAST 1/4 OF SECTION 31 TOWNSHIP 9 COMOX DISTRICT PLAN 552G EXCEPT THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 AND EXCEPT PART IN PLAN VIP69113
	PID: 008-996-806	THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	Parcel Identifier (PID)	Land Description
	PID: 008-992-371	THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT THAT PART SHOWN OUTLINED IN RED ON PLAN 510RW, AND EXCEPT PART IN PLAN VIP67848
	PID: 008-918-309	THAT PART OF THE NORTH WEST OF SECTION 32, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G, SHOWN OUTLINED IN RED ON PLAN 510 RW
	PID: 008-992-312	THE NORTH EAST 1/4 OF SECTION 32 TOWNSHIP 9 COMOX DISTRICT PLAN 552G
	PID: 006-843-191	LOT 4, BLOCK 1, SECTION 6, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818 EXCEPT PART IN PLAN VIP69113
	PID: 006-843-182	LOT 3, BLOCK 1, SECTION 6, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818 EXCEPT PART IN PLAN VIP69113
	PID: 006-843-166	LOT 2, BLOCK 1, SECTION 6, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818 EXCEPT PART IN PLAN VIP70269
	PID: 006-843-131	LOT 1, BLOCK 1, SECTION 6, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818 EXCEPT PART IN PLAN VIP70269
	PID: 008-989-711	WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 6 TOWNSHIP 6 COMOX DISTRICT PLAN 552E EXCEPT PART IN PLAN VIP70446
	PIN: 150731	NE1/4 OF NE1/4, SECTION 6, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E.
	PID: 008-999-619	THAT PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E EXCEPT THAT PART SHOWN OUTLINED IN RED ON PLAN 510 RW SHOWN ON PLAN VIP66391

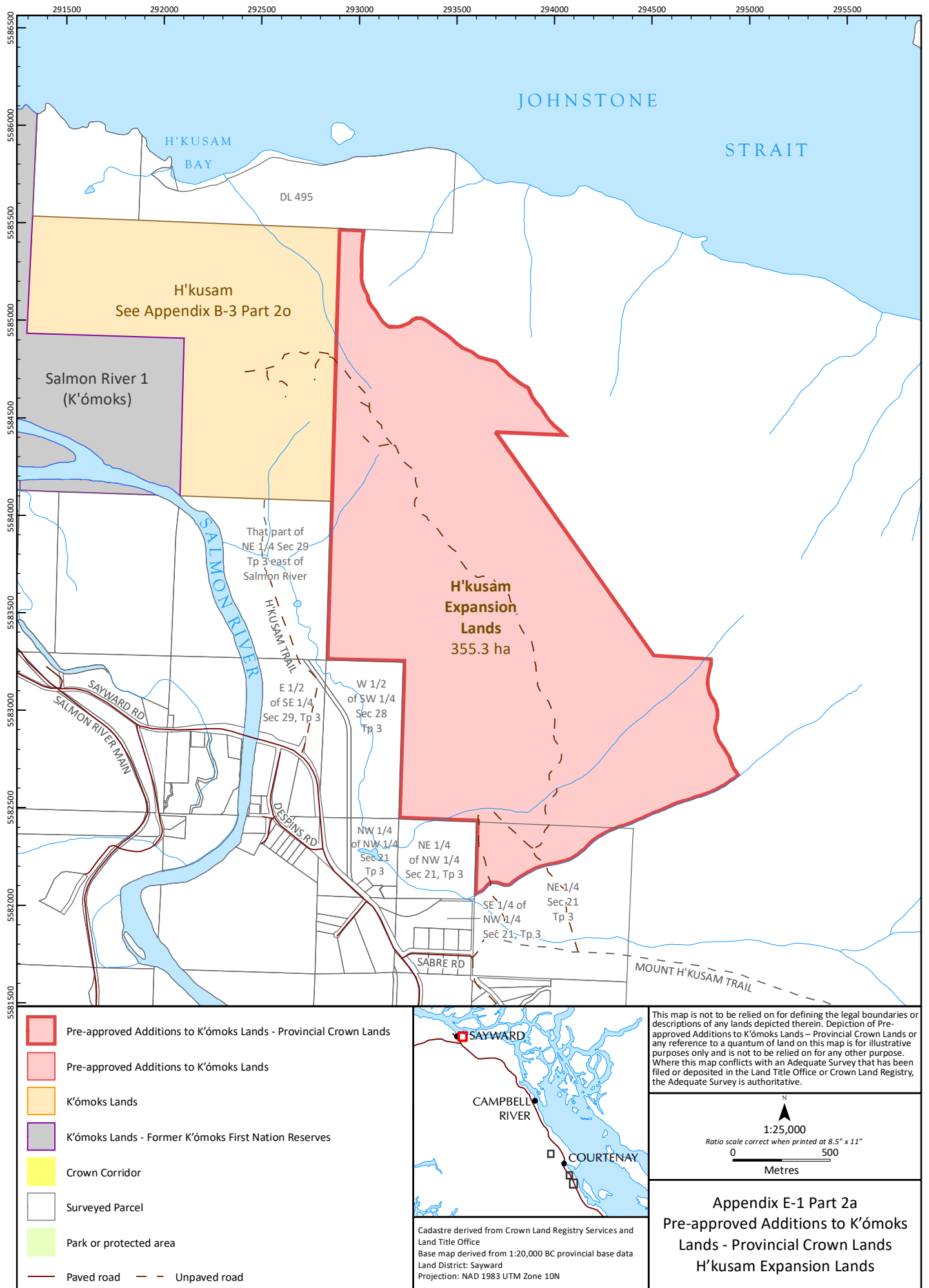
Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	Parcel Identifier (PID)	Land Description
	PID: 008-988-641	THAT PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E, SHOWN OUTLINED IN RED ON PLAN 510RW
	PID: 006-843-638	LOT 15, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW
	PID: 006-848-451	THAT PART OF LOT 15, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-851-738	LOT 13, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW
	PID: 006-848-427	THAT PART OF LOT 13, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-843-620	LOT 11, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW
	PID: 006-848-389	THAT PART OF LOT 11, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-843-603	LOT 9, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW
	PID: 006-848-346	THAT PART OF LOT 9, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-843-590	LOT 7, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW
	PID: 006-848-052	THAT PART OF LOT 7, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	Parcel Identifier (PID)	Land Description
	PID: 006-843-581	LOT 5, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW
	PID: 006-848-001	THAT PART OF LOT 5, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-843-549	LOT 3, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW
	PID: 006-847-960	THAT PART OF LOT 3, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-843-514	LOT 1, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW
	PID: 006-847-935	THAT PART OF LOT 1, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-843-441	LOT 15, BLOCK 2, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW
	PID: 006-847-897	THAT PART OF LOT 15, BLOCK 2, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-849-458	LOT 13, BLOCK 2, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW
	PID: 006-847-846	THAT PART OF LOT 13, BLOCK 2, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-847-102	LOT 11, BLOCK 2, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818
	PID: 006-843-646	LOT 16, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW

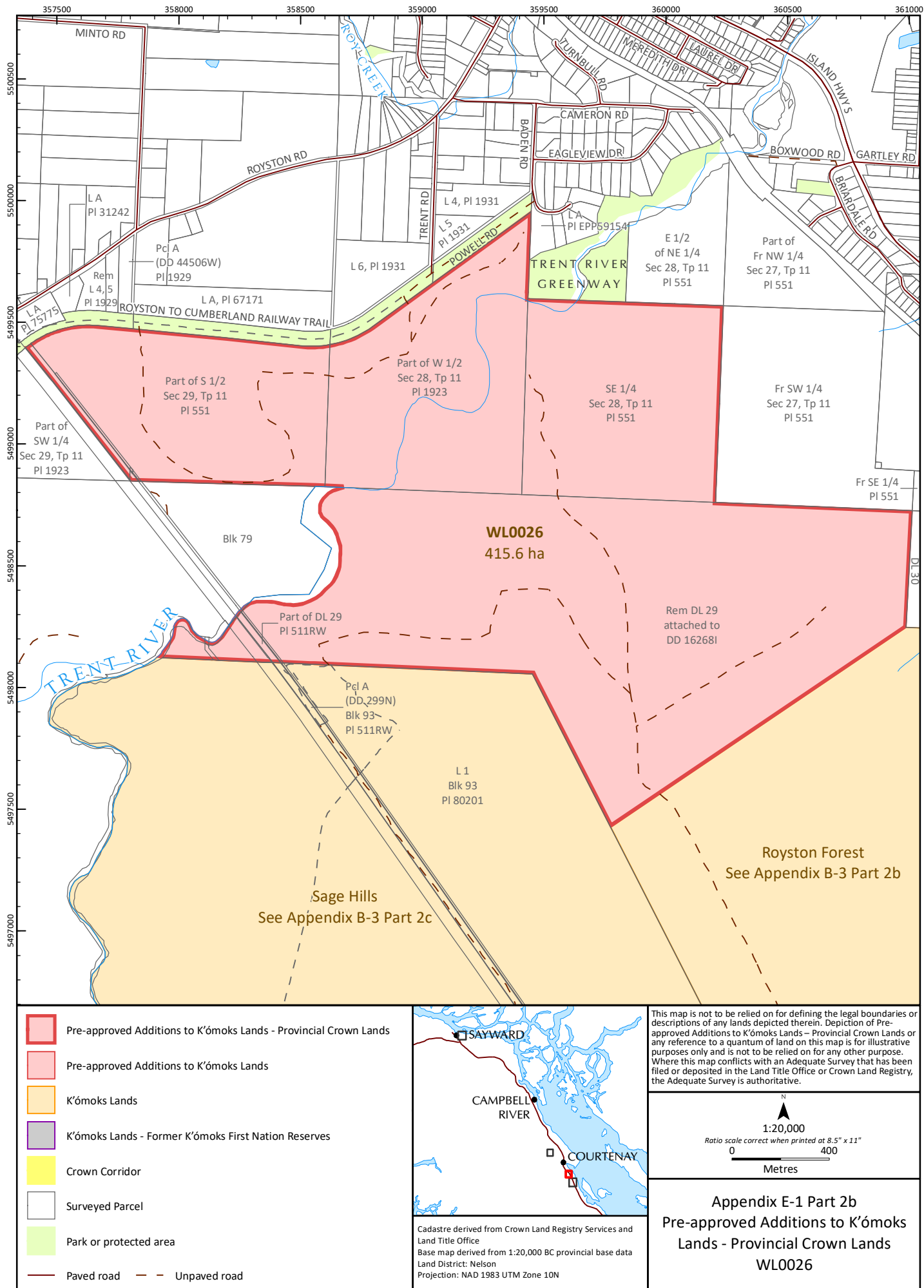
Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	Parcel Identifier (PID)	Land Description
	PID: 006-848-486	THAT PART OF LOT 16, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-843-689	LOT 14, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818
	PID: 006-843-662	LOT 12, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818
	PID: 006-843-654	LOT 10, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818
	PID: 006-843-808	LOT 12, BLOCK 4, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818
	PID: 006-843-794	LOT 11, BLOCK 4, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818
	PID: 006-843-786	LOT 10, BLOCK 4, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818
	PID: 006-843-778	LOT 9, BLOCK 4, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818
	PID: 006-843-760	LOT 7, BLOCK 4, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818

**E-1 Part 2: Maps of Pre-approved Additions to K'ómoks Lands Provincial
Crown Lands**

E-1 Part 2a: Map of H'kusam Expansion Lands

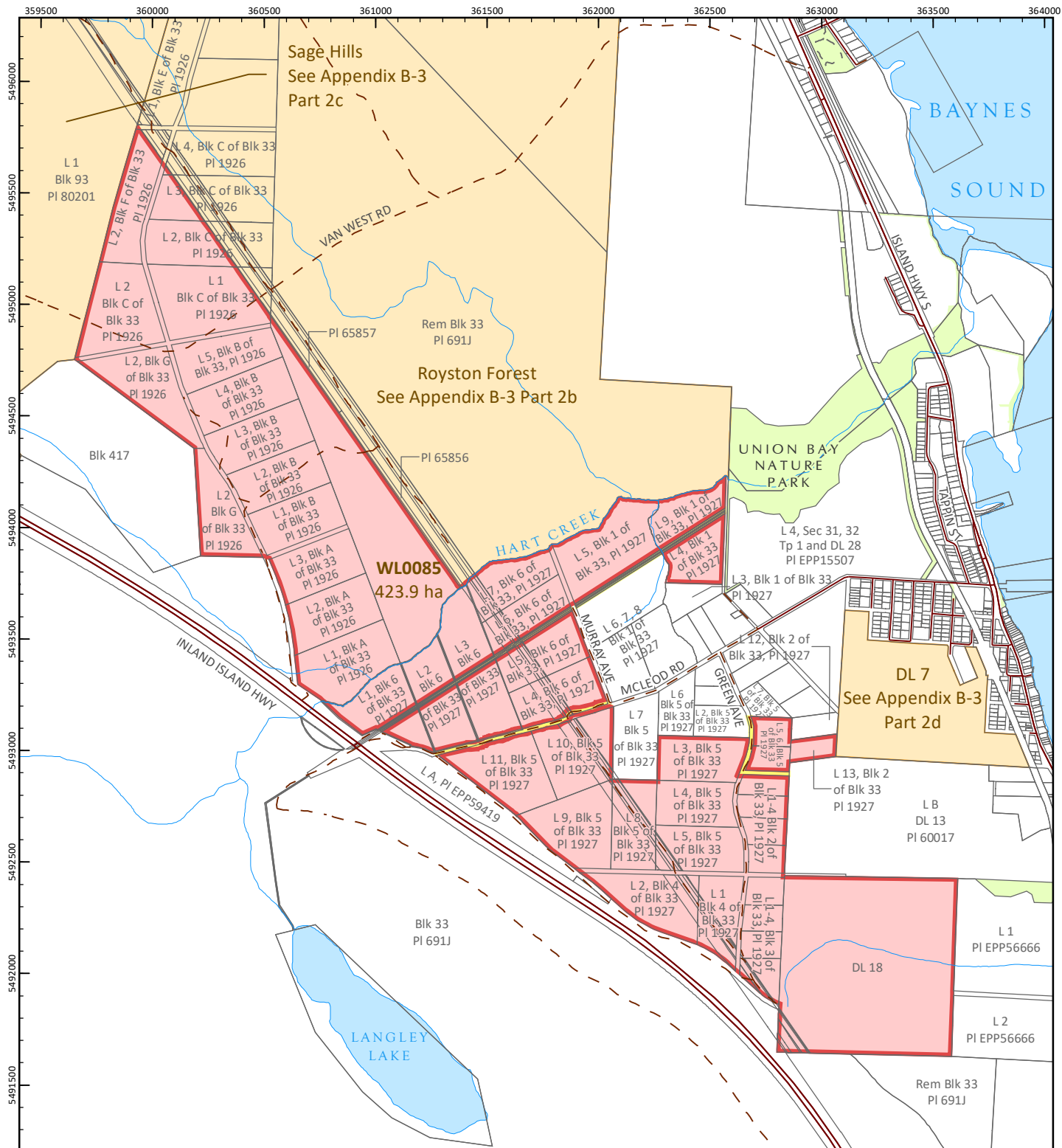


E-1 Part 2b: Map of WL0026

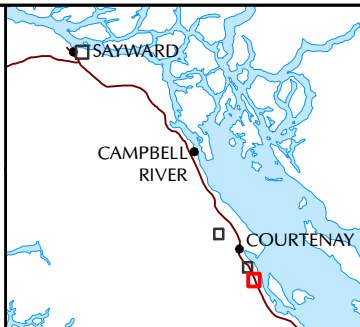


Note: The Parties will update the Appendices before the Effective Date

E-1 Part 2c: Map of WL0085

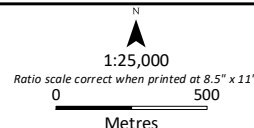


- Pre-approved Additions to K'ómoks Lands - Provincial Crown Lands
- Pre-approved Additions to K'ómoks Lands
- K'ómoks Lands
- K'ómoks Lands - Former K'ómoks First Nation Reserves
- Crown Corridor
- Surveyed Parcel
- Park or protected area
- Paved road
- Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Nelson
 Projection: NAD 1983 UTM Zone 10N

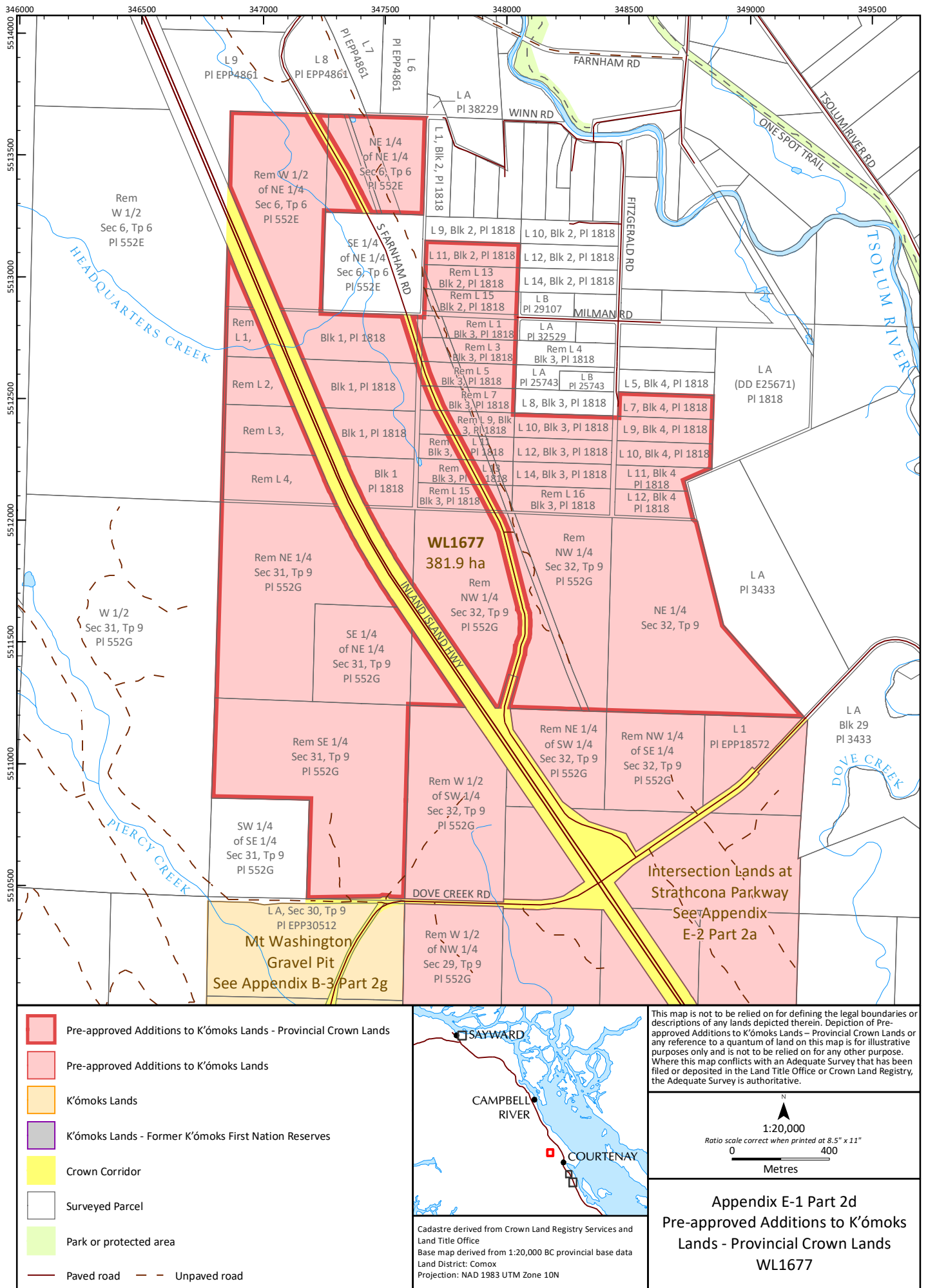
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of Pre-approved Additions to K'ómoks Lands - Provincial Crown Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose. Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.



Appendix E-1 Part 2c Pre-approved Additions to K'ómoks Lands - Provincial Crown Lands WL0085

Note: The Parties will update the Appendices before the Effective Date

E-1 Part 2d: Map of WL1677



Note: The Parties will update the Appendices before the Effective Date

E-2: Pre-approved Additions to K'ómoks Lands Fee Simple Lands

E-2 Part 1: Land Descriptions of Pre-approved Additions to K'ómoks Lands - Fee Simple Lands

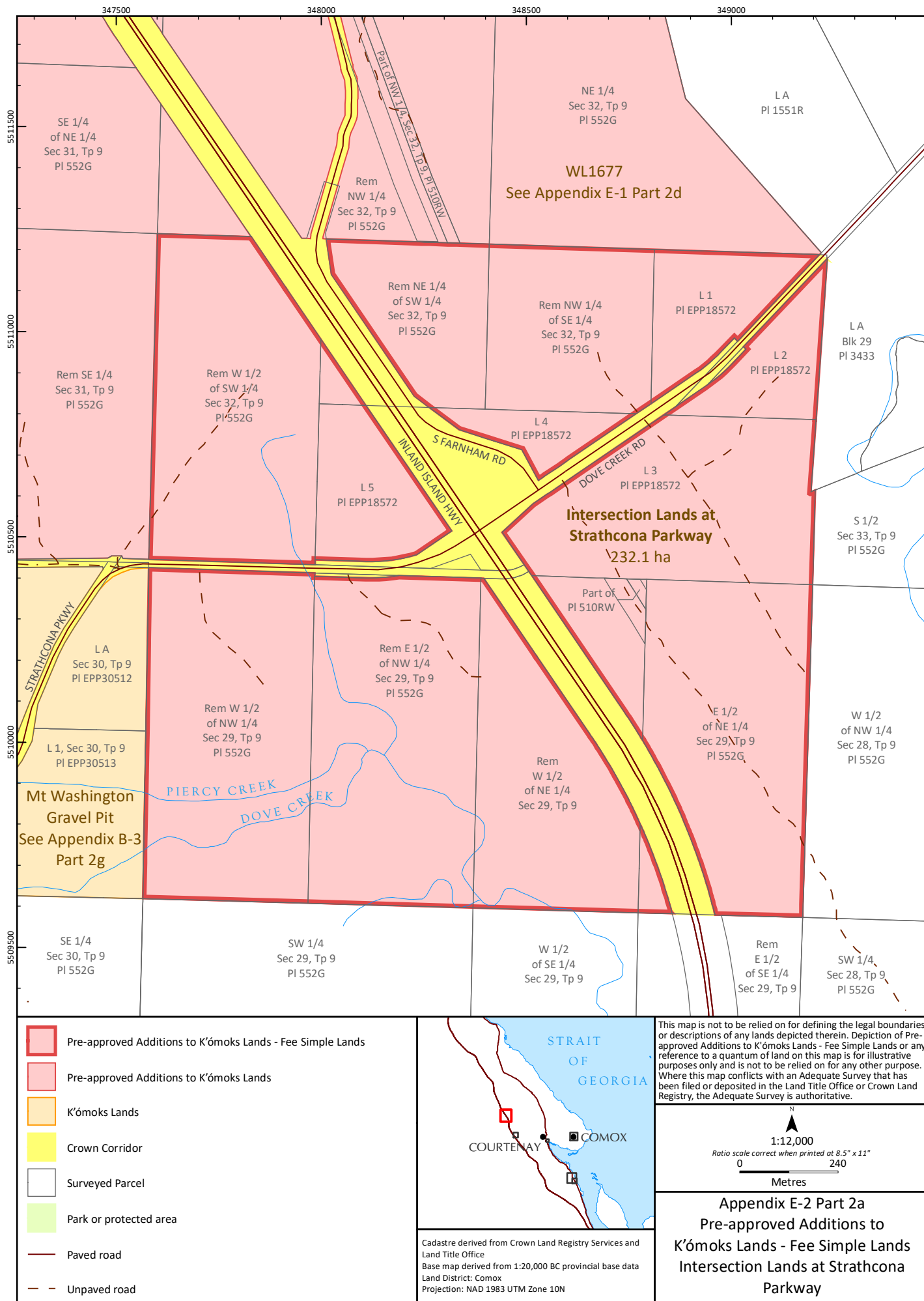
Note: the Parties will update the Appendices before the Effective Date.

Pre-approved Additions to K'ómoks Lands – Fee Simple Lands	Parcel Identifier (PID)	Land Description
Intersection Lands at Strathcona Parkway (Map E-2 Part 2a)	PID: 028-947-584	LOT 5 SECTION 32 TOWNSHIP 9 COMOX DISTRICT PLAN EPP18572
	PID: 028-947-576	LOT 4 SECTION 32 TOWNSHIP 9 COMOX DISTRICT PLAN EPP18572
	PID: 028-947-568	LOT 3 SECTION 32 TOWNSHIP 9 COMOX DISTRICT PLAN EPP18572
	PID: 000-870-099	THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT PART IN PLANS 43227, AND VIP67452
	PID: 001-964-623	THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 9, COMOX DISTRICT, EXCEPT PART IN PLANS 43227 AND VIP67452
	PID: 000-870-200	THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G, EXCEPT PART IN VIP67452
	PID: 001-964-739	THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 9, COMOX DISTRICT EXCEPT PART IN PLAN 43227
	PID: 000-869-988	THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT PART IN PLANS 43227, AND VIP67453
	PID: 000-876-305	THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G, EXCEPT PART IN PLAN VIP67453
	PID: 000-869-821	THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G, EXCEPT PART IN PLAN VIP67452

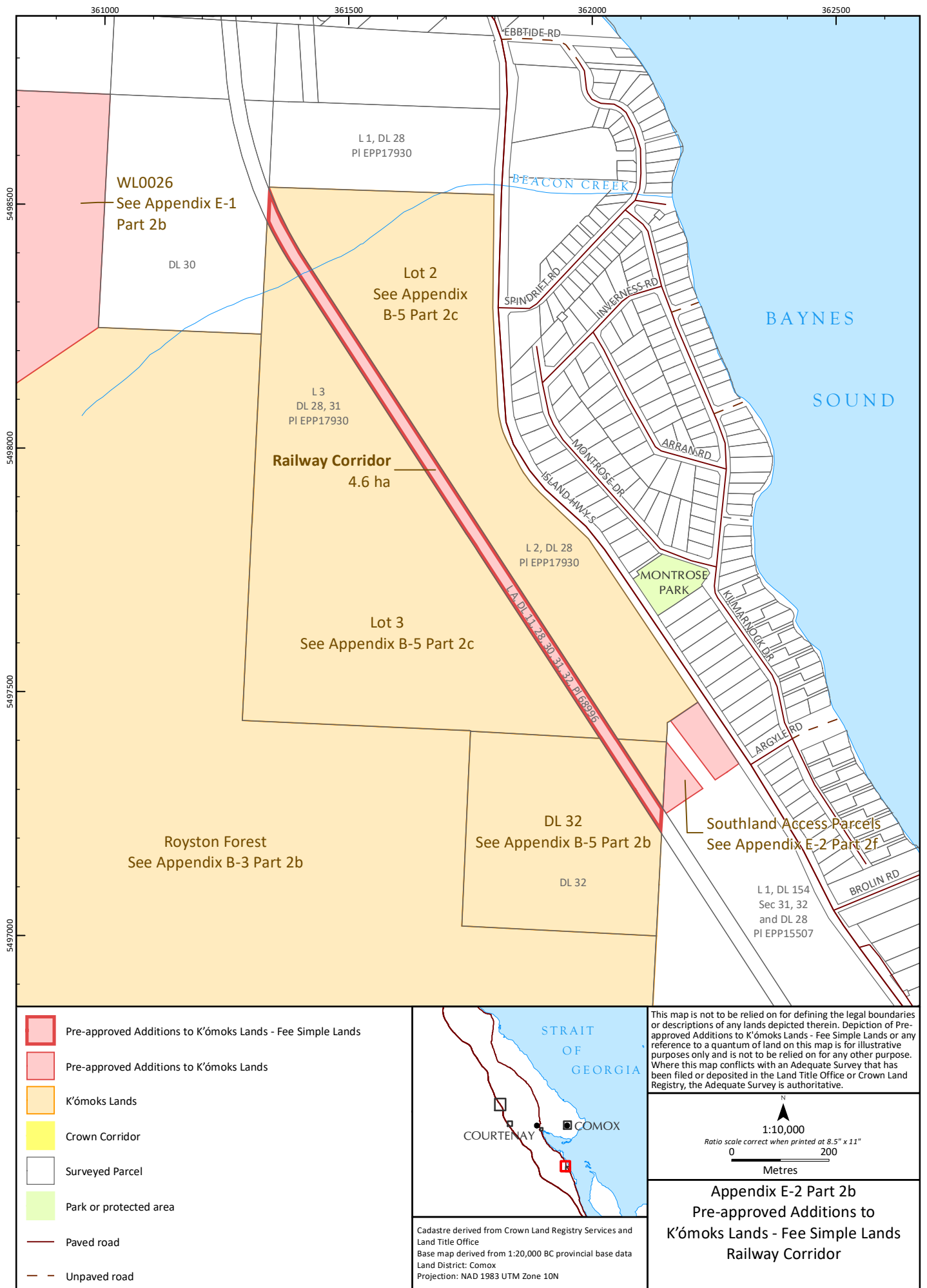
Pre-approved Additions to K'ómoks Lands – Fee Simple Lands	Parcel Identifier (PID)	Land Description
	PID: 028-947-541	LOT 1 SECTION 32 TOWNSHIP 9 COMOX DISTRICT PLAN EPP18572
	PID: 028-947-550	LOT 2 SECTION 32 TOWNSHIP 9 COMOX DISTRICT PLAN EPP18572
Railway Corridor (Map E-2 Part 2b)	PID: 024-582-271	LOT A OF DISTRICT LOTS 11, 28, 30, 31 AND 32, AND OF SECTION 27, TOWNSHIP 11, NELSON DISTRICT, PLAN VIP68996
Kus-kus-sum (Map E-2 Part 2c)	PID: 028-006-089	LOT A SECTIONS 11 AND 12 COMOX DISTRICT AND DISTRICT LOT 2074 NANAIMO DISTRICT PLAN VIP86827
	PID: 028-006-097	LOT B SECTION 11 COMOX DISTRICT AND DISTRICT LOT 2075 NANAIMO DISTRICT, PLAN VIP86827
	PID: 028-006-101	LOT C SECTIONS 10 AND 11 COMOX DISTRICT AND DISTRICT LOT 2076 NANAIMO DISTRICT PLAN VIP86827
	PID: 028-006-119	LOT D SECTION 10 COMOX DISTRICT AND DISTRICT LOT 2077 NANAIMO DISTRICT PLAN VIP86827
Northeast Woods (Map E-2 Part 2d)	PID: 029-237-351	LOT 1 DISTRICT LOT 194 COMOX DISTRICT PLAN EPP31743
Scout Camp Corridor (Map E-2 Part 2e)	PID: 001-029-690*	THAT PART OF PART OF THE NORTH EAST QUARTER 1/4, SECTION 16, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G, SHOWN RED ON PLAN 79 RW, EXCEPT PART IN PLAN VIP72124 (*Before any transfer, a survey will be done to subdivide out the portion to be transferred and a new PID will be assigned)
Southland Access Parcels (Map E-2 Part 2f)	Portion of PID: 028-731-492*	That part of LOT 1 DISTRICT LOT 154 NANAIMO DISTRICT SECTIONS 31 AND 32 TOWNSHIP 1 AND DISTRICT LOT 28 NELSON DISTRICT PLAN EPP15507 EXCEPT PLANS EPP56910, EPP95931 AND EPP103248 that may be acquired by K'ómoks (*as only a portion of the parcel may be acquired, the PID listed will not necessarily be the same as the PID for the portion to be acquired by K'ómoks)

E-2 Part 2: Maps of Pre-approved Additions to K'ómoks Lands Fee Simple Lands

E-2 Part 2a: Map of Intersection Lands at Strathcona Parkway



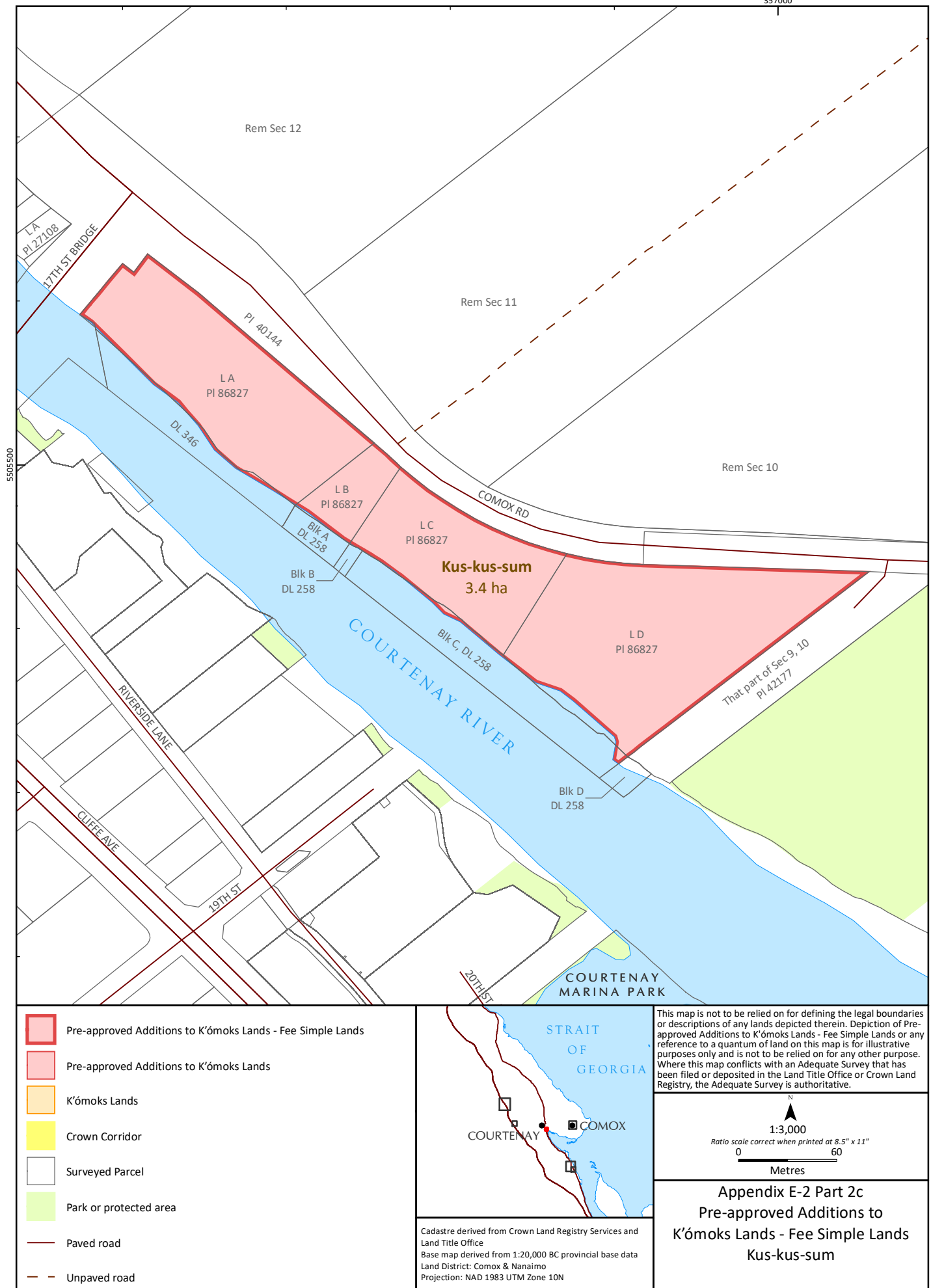
E-2 Part 2b: Map of Railway Corridor



Note: The Parties will update the Appendices before the Effective Date

Appendix E-2 Part 2b Pre-approved Additions to K'ómoks Lands - Fee Simple Lands Railway Corridor

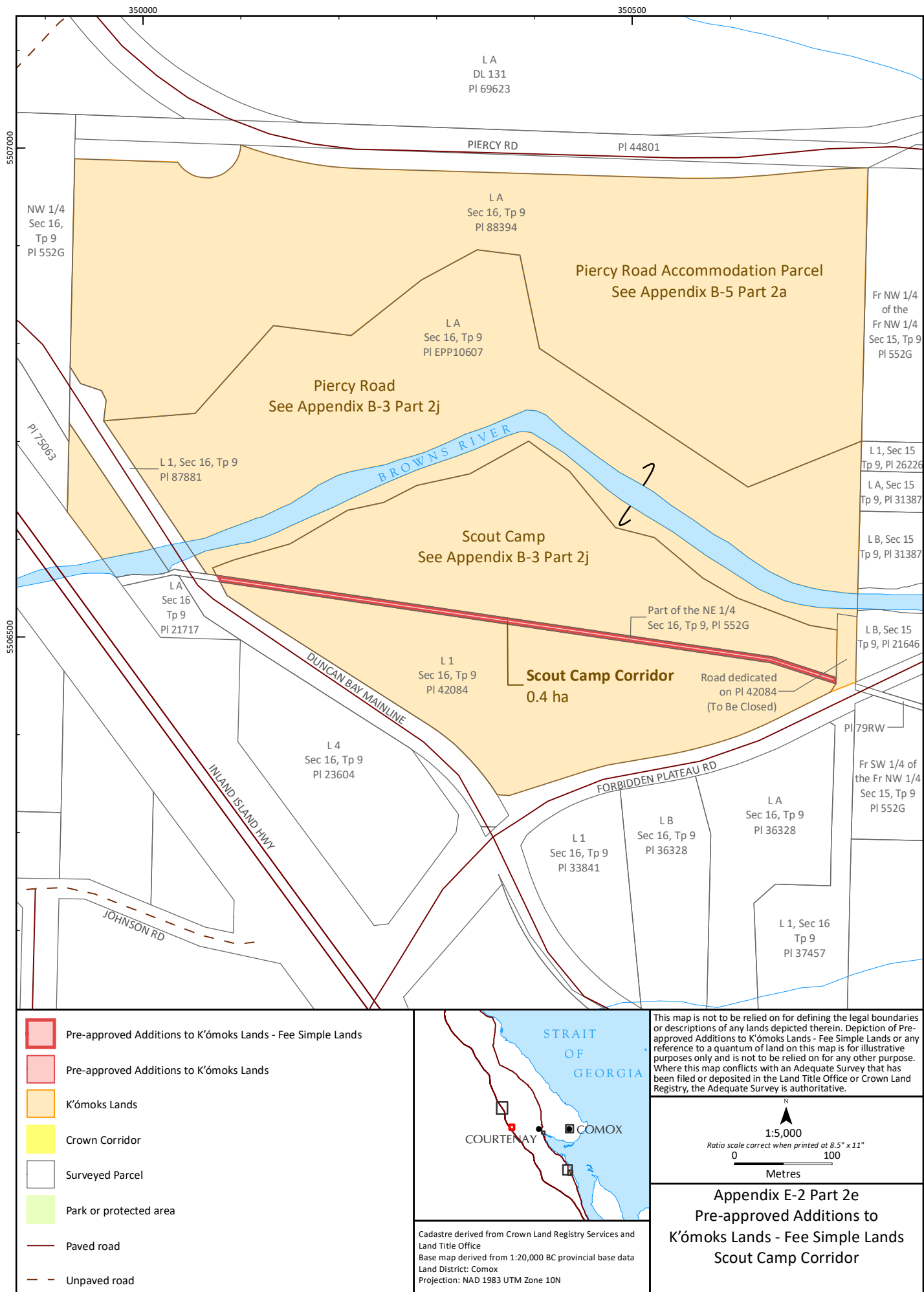
E-2 Part 2c: Map of Kus-kus-sum



Note: The Parties will update the Appendices before the Effective Date

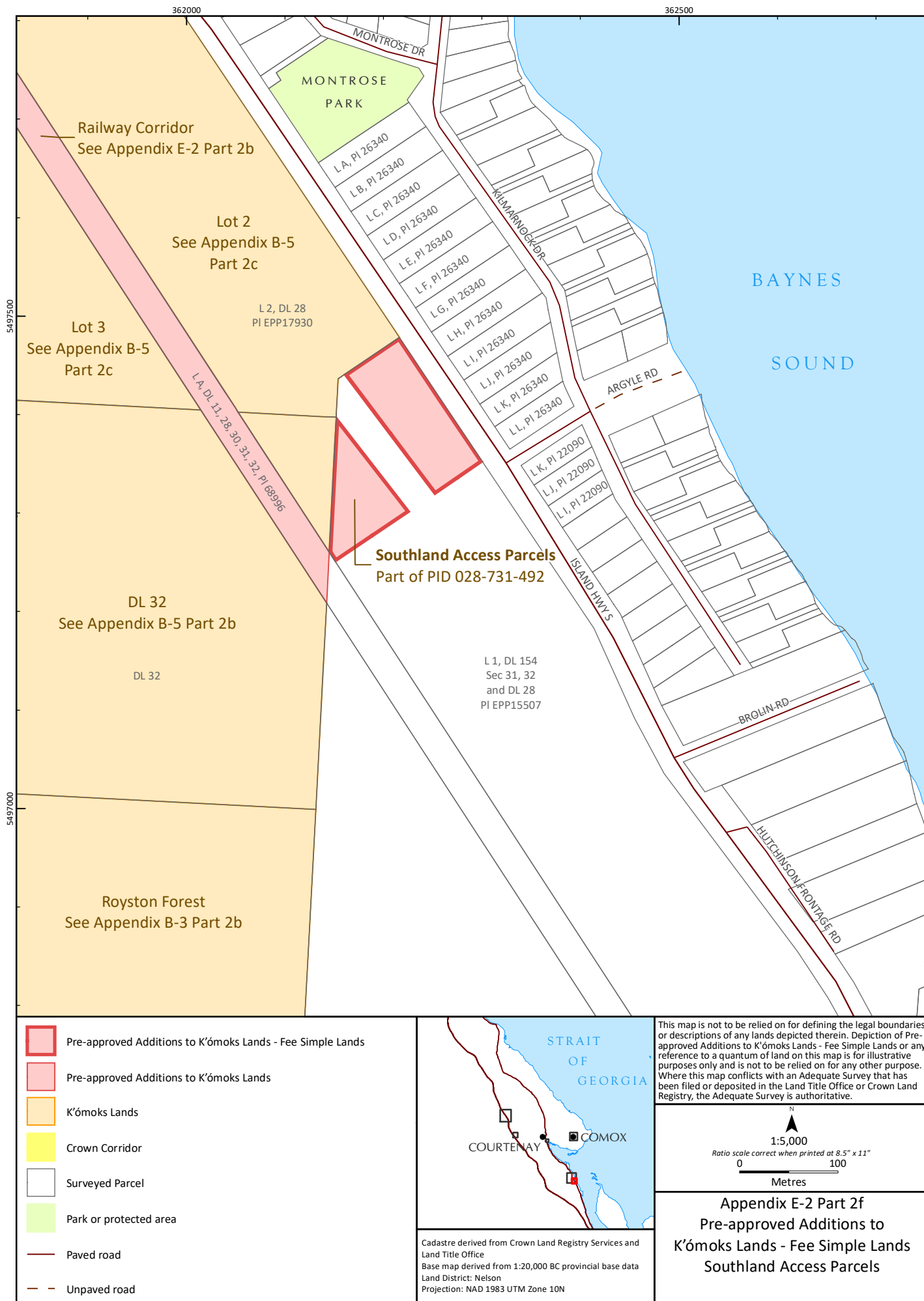
E-2 Part 2d: Map of Northeast Woods

E-2 Part 2e: Scout Camp Corridor



Note: The Parties will update the Appendices before the Effective Date

E-2 Part 2f: Southland Access Parcels



Appendix F: Interests on K'ómoks Lands

F-1: Interests to Continue in Accordance with Provincial Law

**F-1 Part 1: Water Licences Issued under the *Water Sustainability Act*, or
Interests Governed by the *Water Sustainability Act***

Note: the Parties will update the Appendices before the Effective Date.

Interest Holder	Water Licence No.	Location	Appurtenance
Department of Fisheries and Oceans	C116727 - conditional water licence	Browns River	
Hornby Island Residents and Ratepayers Association	501661	Hornby Island <i>(associated with Community Facility Lease – replacement interest)</i>	That part of Section 11, Hornby Island, formerly surveyed as Block F, Northwest 1/4 of Section 11, Nanaimo District, shown outlined on sketch below, containing 0.090 hectares, more or less.
Scouts Canada	WTN 52328 unlicensed well	Scout Camp	Well licence application in process - TBC
Amanda Sharlene Racine	C017392	Wood Mountain	Lot 1 Blk 249 Comox District Plan 19128

F-1 Part 2: Subsurface Tenures Issued Under the Petroleum and *Natural Gas Act* and the *Geothermal Resources Act*

Note: the Parties will update the Appendices before the Effective Date.

Interest Holder	Interest	Location	Tenure Number
Haida Resources	PNG Tenure	DL28	21534
Haida Resources	PNG Tenure	DL 31/32	21534
Haida Resources	PNG Tenure	DL 7 (9.2 ha park)	21534
Haida Resources	PNG Tenure	DL 7 (9.2 ha private)	21534
Haida Resources	PNG Tenure	Eton Rd	21534
Haida Resources	PNG Tenure	Goose Spit	21534
Haida Resources	PNG Tenure	HMCS Quadra	21534
Haida Resources	PNG Tenure	Comox 1	21534
Haida Resources	PNG Tenure	Goose Spit 3	21534
Haida Resources	PNG Tenure	Puntledge 2	21534
Haida Resources	PNG Tenure	K'ómoks Estuary	21534
Haida Resources	PNG Tenure	Kensington	21534
Haida Resources	PNG Tenure	Northeast Woods	21534
Haida Resources	PNG Tenure	Royston Forest	21534
Haida Resources	PNG Tenure	Sage Hills	21534
Haida Resources	PNG Tenure	Transmission line through WL 1968	21534

F-1 Part 3: Trapline Issued under the *Wildlife Act*

Note: the Parties will update the Appendices before the Effective Date.

Interest Holder	Trapline Registration Number
Alwyn Morris Trace Travis John Trace	TR0110T612

**F-1 Part 4: Guide Outfitter Certificates and Licences Issued under the
*Wildlife Act***

Note: the Parties will update the Appendices before the Effective Date.

Interest Holder	Certificate Number
Trophy West Guide Outfitters Ltd	100681
Sean Lingl	100674

F-1 Part 5: Continuing Interests Registered in the Land Title Office

Note: the Parties will update the Appendices before the Effective Date.

Interest Holder	Registration number	Interest	Location
Charles Frank Gentry	71631G	Undersurface Rights	(Salmon River) The South 1/2 of the Southeast 1/4 of Section 33, Township 6, Sayward District except parts in plans 287 RW and 11374 PID: 009-999-001
TimberWest Forest Corp	89983G	Statutory Right of Way	Piercy Road Addition PID 028-597-052 Scout Camp
TimberWest Forest Corp	89984G	Statutory Right of Way	Piercy Road Addition PID 028-597-052 Scout Camp
TimberWest Forest Corp	73245G	Statutory Right of Way	Piercy Road Addition PID: 028-597-052
TimberWest Forest Corp	HERETO IS ANNEXED EASEMENT CA1998705 OVER LOT 1, PLAN VIP87881, EXCEPT	Easement	Piercy Road Addition

Interest Holder	Registration number	Interest	Location
	PART IN PLAN EPP10607		
Comox Timber – c/o Hancock Forest Management	FA119028	Easement	Sage Hills
Transport Canada	J128558	Aeronautic zoning	Waveland Beacon
COMPLIANCE HOLDINGS LTD.INCORPORATION NO. BC0974499	EJ49176 Transfer Number: CA3939095 Transfer to: COMPLIANCE COAL CORPORATION (A56209) I-COMOX COAL INC. (BC0831904) LG INTERNATIONAL INVESTMENTS (CANADA) LTD.(BC0830446)	Statutory Right of Way	Sage Hills Lot 1, Block 93 Nelson District Plan VIP80201 PID 026-553-970
COMPLIANCE HOLDINGS LTD. INCORPORATION NO. BC0974499	Transfer Number: CA3939096 (Duplicate. Same as CA3939095) EJ49177	Statutory Right of Way	Sage Hills Lot 1, Block 93 Nelson District Plan VIP80201 PID 026-553-970
COMPLIANCE HOLDINGS LTD. INCORPORATION NO. BC0974499	EK101253 Transfer Number: CA3939097	STATUTORY RIGHT OF WAY	Sage Hills Lot 1, Block 93 Nelson District Plan VIP80201 PID 026-553-970
K'ómoks	PID: 026-553-970 HERETO IS ANNEXED EASEMENT 242937G OVER	Easement 242937G	Sage Hills

Interest Holder	Registration number	Interest	Location
	THAT PART OF PACEL A (DD 299N) BLOCK 93, NELSON DISTRICT SHOWN OUTLINED IN RED ON PLAN 511 RW		

F-2: Interests to be Replaced on Effective Date

**F-2 Part 1: Interests on Former K'ómoks First Nation Reserves to be
Replaced on the Effective Date**

F-2 Part 1a: Certificates of Possession (CP) and Other Interests under the *Indian Act or K'ómoks First Nation Land Code*

Note: The Parties will update the Appendices before the Effective Date

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)³	Interest Holder
LOT 3 CLSR 56315 PIN: 902009921	Maria Gabriella Hardy (CP 119407)
LOT 4 CLSR 56315 PIN: 902524098	Melinda Constance Knox (CP 161552)
LOT 5 CLSR 56315 PIN: 900024331	Mervyn Stewart Hardy (CP 18338)
LOT 7 CLSR 59348 PIN: 902009908	Andrew Everson (First Nation Member KFN-005)
LOT 8 CLSR 59348 PIN: 902009909	Kerry Norman Frank (CP 403030737)
LOT 9 CLSR 59348 PIN: 902009910	Kenneth Joseph Save (CP 119394)
LOT 10 CLSR 59348 PIN: 902009786	Hazel Lorraine Clifton (CP 121222)
LOT 11 CLSR 59348 PIN: 902009911	Kerry Norman Frank (CP 403030736)
LOT 17 CLSR 59348 PIN: 902009912	Valerie Ethel Frank (CP 119396)
LOT 18 CLSR 59348 PIN: 902009913	Kenneth James Price (CP 166864)

³ For any lots listed in this Appendix that have no PIN, registration in the FNLRS is in process and lot information will be updated once registration is complete

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)³	Interest Holder
LOT 19 CLSR 59348 PIN: 902009914	Rebecca Glennis Hardy (undivided 1/2) (CP 403029830) Hakeem Abdullahi Hardy (undivided 1/2) (CP 403029831)
LOT 20 CLSR 59348 PIN: 902015950	Stanley Ralph Frank Carolyn Sandra Frank (joint tenants) (CP 130246)
LOT 27 CLSR 59348 PIN: 902009916	Jacqueline Louise Frank (CP 119400)
LOT 28 CLSR 59348 PIN: 902511105	Donna Fay White (CP 146116)
LOT 30 CLSR 73033 PIN: 902009918	Coral-Deann Nicole Mackay (CP 403024443)
LOT 31 CLSR 73033 PIN: registration pending in FNLRS	Barb Whyte
LOT 32 CLSR 73033 PIN: registration pending in FNLRS	Robin Wilson Holli Wilson
LOT 33 CLSR 73033 PIN: 902009919	Edgar Preston Logan (First Nation Member KFN-009)
LOT 34 CLSR 73033 PIN: 903024381	Cherie Leslie Mary Newman (First Nation Member KFN-002)
LOT 35 CLSR 73033 PIN: 903030584	Helen Mary Rowena Everson (First Nation Member KFN-017)
LOT 36 CLSR 73033 PIN: 902501037	Fernanda Marie Pare (CP 136359)
LOT 37 CLSR 73033 PIN: 903019820	Gordon Mark Davis (CP 403030561)
LOT 38 CLSR 73033 PIN: 902520275	Sandra Patricia Hardy Kimberly Rebecca Hardy (joint tenants) (CP 4043760)
LOT 39 CLSR 73033 PIN: 903018355	Josephine Florence Howell (CP 403023253)
LOT 40 CLSR 73033 PIN: 902523989	Bonnie Lynn Frank (First Nation Member KFN-025)
LOT 41 CLSR 73033 PIN: 902528932	Clayton William Jacob Frank Joshua Brandon Frank (joint tenants) (CP 167913)
LOT 42 CLSR 73033 PIN: 903027034	Robert James Bowie (First Nation Member KFN-011)

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)³	Interest Holder
LOT 43 CLSR 73033 PIN: registration pending in FNLRS	Tony Fortin
LOT 44 CLSR 73033 PIN: 903027145	Sharlene Joyce Frank (First Nation Member KFN-012)
LOT 45 CLSR 73033 PIN: 903015406	Carol Ann Tomlinson (CP 403018007)
LOT 46 CLSR 73033 PIN: 902009795	Bryan Emmerson Billy (CP 135852)
LOT 47 CLSR 73033 PIN: 902009917	Kenneth Joseph Save (CP 403024620)
LOT 48 CLSR 73033 PIN: 903031558	Heather Anne Moore (First Nation Member KFN-020)
LOT 49 CLSR 73033 PIN: 903032025	Susan Irene Margaret Savoie (First Nation Member KFN-024)
LOT 50 CLSR 73033 PIN: 902015101	Renee Alison Mitchell (CP 128728)
LOT 51 CLSR 73033 PIN: 903024380	Frances Marion Prince (First Nation Member KFN-001)
LOT 52 CLSR 73033 PIN: 902529450	Georgia Lea O'Brien (CP 166612)
LOT 53 CLSR 73033 PIN: 903031592	Gregory Keith Frank (First Nation Member KFN-021)
LOT 54 CLSR 73033 PIN: 903030582	Lorelei May Palmer (First Nation Member KFN-016)
LOT 55 CLSR 73033 PIN: 902009920	April Anne Shopland (CP 119404)
LOT 56 CLSR 81270 PIN: 902012813	Marilyn Jane Clifton (Pryce) (CP 125433)
LOT 58 CLSR 2592 PIN: registration pending in FNLRS	Sean Frank
LOT 59 RSBC 2592 PIN: 903020486	Kenneth James Price (CP 403027916)
LOT 60 RSBC 2592 PIN: 903031460	Alan James Hardy (First Nation Member KFN-018)
LOT 61 RSBC 2592 PIN: 903030577	Antonio Emmerson Billie (First Nation Member KFN-015)
LOT 62 RSBC 2592 PIN: registration pending in FNLRS	Alan Mitchell
LOT 63 RSBC 2592 PIN: 903032171	Anthony Hardy (First Nation Member KFN-022)
LOT 64 RSBC 2592 PIN: 903026523	Robert Andrew Slade Everson (First Nation Member KFN-010)

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)³	Interest Holder
LOT 65-1 RSBC 3599R PIN: 902509705	Pauline Elizabeth Mitchell NETI ⁴
LOT 65-2 RSBC 3599R PIN: 902509706	Ronald William Mitchell Margaret Gail Mary Mitchell (joint tenants) (First Nation Member KFN-008)
Lot 66-1 CLSR 93054 PIN: 903024971	Ronald William Mitchell Margaret Gail Mary Mitchell (joint tenants) (CP 403036309)
LOT 66-2 CLSR 93054 PIN: 903024972	Pamela Anne Mitchell (First Nation Member KFN-006)
LOT 67 CLSR 81485 PIN: 902013018	Kerry Norman Frank (CP 126075)
LOT 68 CLSR 81485 PIN: 902013019	Bernadette Dawn Savoie (undivided 1/3) (CP 403016086) Michael Bruce Savoie (undivided 1/3) (CP 403016088) Susan Irene Margaret Savoie (undivided 1/3) (CP 403016087)
LOT 69 CLSR 81485 PIN: 902013020	Allan George Mitchell Barbara Ann Mitchell (joint tenants) (CP 126052)
LOT 70 CLSR 81485 PIN: 902013021	Ernest Hardy (CP 126074)
LOT 71 CLSR 81485 PIN: 902013022	Robert Stewart McEwan Hardy (CP 160737)
LOT 72 CLSR 81485 PIN: 902013023	Trevor Ernest Hardy (First Nation Member KFN-004)
LOT 73 CLSR 81485 PIN: 902013024	Tyson Lou Allan Johnston (undivided 1/3) (CP 403018218) Tristan Thomas Jo Jo Johnston (undivided 1/3) (CP 403018220) Dalton Forrester Johnston (undivided 1/3) (CP 403018219)

⁴ No Evidence of Title Issued

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)³	Interest Holder
LOT 74 CLSR 81289 PIN: 902012834	Kerry Norman Frank (CP 403030738)
LOT 75 CLSR 81289 PIN: 902012835	Ramona Daphne Johnson (First Nation Member KFN-023)
LOT 76 CLSR 81263 PIN: 902012804	Michael Frank (CP 125432)
LOT 77-1 RSBC 3557R PIN: 903022119	Guy Jacob Charles Wright (CP 403031165)
LOT 77-2 RSBC 3557R PIN: registration pending in FNLRS	Troy Wright
LOT 77-4 RSBC 3557R PIN: registration pending in FNLRS	Sean Colclough
LOT 77-5 RSBC 3557R PIN: registration pending in FNLRS	Shane Colclough
LOT 77-6 RSBC 3557R PIN: registration pending in FNLRS	Donna Frank
LOT 77-7 RSBC 3557R PIN: 902511052	Cindy Kathleen Frank (CP 146336)
LOT 77-8 RSBC 3557R PIN: registration pending in FNLRS	Terry Mitchell
LOT 77-9 RSBC 3557R PIN: registration pending in FNLRS	Michelle Byers
LOT 77-10 RSBC 3557R PIN: 903028607	Mark Anthony Farrell (First Nation Member KFN-013)
LOT 77-11 RSBC 3557R PIN: registration pending in FNLRS	Tina McLean
LOT 77-12 RSBC 3557R PIN: registration pending in FNLRS	Randy Hardy
LOT 77-13 RSBC 3557R PIN: registration pending in FNLRS	Nicole Rempel
LOT 77-14 RSBC 3557R PIN: registration pending in FNLRS	Chantelle Antoine
LOT 77-15 RSBC 3557R PIN: registration pending in FNLRS	Keisha Everson
LOT 77-16 RSBC 3557R PIN: registration pending in FNLRS	Tami Compton
LOT 77-17 RSBC 3557R PIN: 903026521	Bonnie Lynn Frank (First Nation Member KFN-007)
LOT 77-18 RSBC 3557R PIN: 903028847	Rachelle Marie Antoine (First Nation Member KFN-014)

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)³	Interest Holder
LOT 77-19 RSBC 3557R PIN: 903028847	Katherine Nicole Frank
LOT 82 RSBC 3594R PIN: 902508735	Sharlene Joyce Frank CP 403028941
LOT 83 CLSR 109585 PIN: registration pending in FNLRS	Kevin Ross
LOT 84 CLSR 109585 PIN: registration pending in FNLRS	Jenna Everson
LOT 85 CLSR 109585 PIN: registration pending in FNLRS	Jon Preece
LOT 86 CLSR 109585 PIN: registration pending in FNLRS	Zachary Everson
LOT 87 CLSR 109585 PIN: registration pending in FNLRS	Simone Compton
LOT 88 CLSR 109585 PIN: registration pending in FNLRS	Clayton Frank
LOT 89 CLSR 109585 PIN: registration pending in FNLRS	Josh Frank
LOT 90 CLSR 109585 PIN: registration pending in FNLRS	Christy Smith
LOT 91 CLSR 109585 PIN: registration pending in FNLRS	Melanie Hardy
LOT 92 CLSR 109585 PIN: registration pending in FNLRS	Tanner Billie
LOT 93 CLSR 109585 PIN: registration pending in FNLRS	Kalem Nygren-Hardy
LOT 96 CLSR 109585 PIN: registration pending in FNLRS	Cory Frank
LOT 97 CLSR 109585 PIN: 903031461	Kimberly Anne Kathleen Webber (First Nation Member KFN-019)
LOT 98 CLSR 109585 PIN: registration pending in FNLRS	Kia Everson
LOT 99 CLSR 109585 PIN: registration pending in FNLRS	Karver Everson

F-2 Part 1b: Public Utility Works and Other Interests

Note: The Parties will update the Appendices before the Effective Date.

Interest Holder	Interest	Location	FNLRS Number
Regional District of Comox-Strathcona	Easement, Right of Way	Comox 1	205809
Queneesh Developments Inc.	Queneesh Mobile Home Park Lease Modification of Lease Modification of Lease Modification of Lease	Comox 1	53348 56015 99724 298026
Michael Didham	Lease	Comox 1	4028611
BC Hydro & Power Authority/BC Telephone Co.	Permit	Comox 1	100384
British Columbia Hydro and Power Authority	Permit	Pentledge 2	80153
Ah Joos Da Dans Daycare Ltd.	Lease Pending – A Fun place to Grow Day Care	Comox 1	<i>(K'omoks to confirm if registering prior to or on ED)</i>
K'omoks Economic Development Corporation (KEDC)	Land Lease Pending – I-Hos Gallery (Commercial Lease Agreement in place)	Comox 1	<i>(K'omoks to confirm if registering prior to or on ED)</i>
Ah Joos Da Dans Daycare Ltd.	Lease Pending – A Fun place to Grow Day Care	Comox 1	<i>(K'omoks to confirm if registering prior to or on ED)</i>
K'omoks Economic Development Corporation (KEDC)	Lease Pending – Puntledge RV Campground	Comox 1	<i>(K'omoks to confirm if registering prior to or on ED)</i>
FortisBC Energy	Statutory Right of Way for Distribution ID-5550017809	Comox 1	<i>(K'omoks to confirm if registering prior to or on ED)</i>
Department of National Defence	Right of Way Agreement-Access to IR3	Comox 1	<i>(K'omoks to confirm if registering prior to or on ED)</i>

**F-2 Part 2: Public Utility Works and Other Interests on Former Provincial
Crown Lands to Be Replaced on Effective Date**

Note: The Parties will update the Appendices before Effective Date

F-2 Part 2a: Public Utility Works

Note: the Parties will update the Appendices before the Effective Date.

Interest Holder	File Number	Document Number	Interest	Location
British Columbia Hydro and Power Authority	0159409	108	Right of Way – Electric Power Line	Browns River
British Columbia Hydro and Power Authority	EB76800		Right of Way – Electric Power Line	Browns River
British Columbia Hydro and Power Authority	135323G		Right of Way – Electric Power Line	Browns River
British Columbia Hydro and Power Authority	210233G		Right of Way – Electric Power Line (RW & RC)	Browns River
British Columbia Hydro and Power Authority	0203596	106335	Right of Way	Mt Washington Gravel Pit
British Columbia Hydro and Power Authority	EN77661		Right of Way	Mt Washington Gravel Pit
British Columbia Hydro and Power Authority	0203596	106335	Right of way (powerline)	Piercy Road Addition
British Columbia Hydro and Power Authority	EN77661		Right of way	Piercy Road Addition
British Columbia Hydro and Power Authority	2035936		Right of way	Piercy Road Addition
British Columbia Hydro and Power Authority	0211089	1228	Crown Lands File# 0203596 (ELECTRIC POWER LINE)	Royston Forest

Interest Holder	File Number	Document Number	Interest	Location
British Columbia Hydro and Power Authority	EB76800		STATUTORY RIGHT OF WAY PARTS SHOWN ON PLAN 931 RW	Royston Forest LOT 1, BLOCK C OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT THAT PART IN PLAN 511 RW PID: 006-700-586
British Columbia Hydro and Power Authority	EB76800		STATUTORY RIGHT OF WAY PARTS SHOWN ON PLAN 931 RW	Royston Forest LOT 2, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW PID: 006-700-721
British Columbia Hydro and Power Authority	EB76800		STATUTORY RIGHT OF WAY PARTS SHOWN ON PLAN 931 RW	Royston Forest LOT 3, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW PID: 006-700-764
British Columbia Hydro and Power Authority	EB76800		STATUTORY RIGHT OF WAY PARTS SHOWN ON PLAN 931 RW	Royston Forest LOT 4, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW PID: 006-700-772

Interest Holder	File Number	Document Number	Interest	Location
British Columbia Hydro and Power Authority	EB76800		STATUTORY RIGHT OF WAY PARTS SHOWN ON PLAN 931 RW	Royston Forest LOT 1, BLOCK E, OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT THAT PART IN PLAN 511 RW PID: 006-700-926
British Columbia Hydro and Power Authority	EB76800		PARTS SHOWN ON PLAN 931 RW	Royston Forest LOT 2, BLOCK F, OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT THAT PART IN PLAN 511 RW PID: 006-701-311
British Columbia Hydro and Power Authority	EB76800		STATUTORY RIGHT OF WAY PARTS SHOWN ON PLAN 931 RW	Royston Forest THAT PART OF DISTRICT LOT 29, NELSON DISTRICT SHOWN OUTLINED IN RED ON PLAN ATTACHED TO DD 16268I EXCEPT PART IN PLAN 511 RW PID: 010-450-921
British Columbia Hydro and Power Authority	EB76800		STATUTORY RIGHT OF WAY PARTS SHOWN ON PLAN 931 RW	Royston Forest THAT PART OF BLOCK 33, NELSON DISTRICT, PLAN

Interest Holder	File Number	Document Number	Interest	Location
				691J SHOWN OUTLINED IN RED ON PLAN DEPOSITED UNDER DD 25642G EXCEPT THOSE PARTS IN PLANS 1926, 1927 AND 511 RW PID: 012-625-876
British Columbia Hydro and Power Authority	240337G		RIGHT OF WAY THOSE PARTS SHOWN OUTLINED IN RED ON PLAN 934 RW	Sage Hills Lot 1, Block 93 Nelson District Plan VIP80201 PID 026-553-970
British Columbia Hydro and Power Authority	240337G		Right of Way	Sage Hills
British Columbia Hydro and Power Authority	0159409	108	Right of way	Sage Hills
British Columbia Hydro and Power Authority	0159409	108	Right of way	Transmission line through WL 1968 Wildwood Forest Tribal Park Transmission line through AIP Browns River Sage Hills Browns River
British Columbia Hydro and Power Authority	0211089	1228	Right of way	Transmission line through WL 1968 Wildwood Forest Tribal Park

Interest Holder	File Number	Document Number	Interest	Location
				Transmission line through AIP Browns River Sage Hills
FORTISBC ENERGY (VANCOUVER ISLAND) INC.	EV86326		STATUTORY RIGHT OF WAY Transfer Number: CA4042488	Royston Forest LOT 1, BLOCK C OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT THAT PART IN PLAN 511 RW PID: 006-700-586
FORTISBC ENERGY (VANCOUVER ISLAND) INC.	EV86326		STATUTORY RIGHT OF WAY Transfer Number: CA4042488	Royston Forest LOT 2, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW PID: 006-700-721
FORTISBC ENERGY (VANCOUVER ISLAND) INC.	EV86326		STATUTORY RIGHT OF WAY Transfer Number: CA4042488	Royston Forest LOT 3, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW PID: 006-700-764
FORTISBC ENERGY (VANCOUVER ISLAND) INC	EV86326		STATUTORY RIGHT OF WAY Transfer Number: CA4042488	Royston Forest LOT 4, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART

Interest Holder	File Number	Document Number	Interest	Location
				IN PLAN 511 RW PID: 006-700-772
FORTISBC ENERGY (VANCOUVER ISLAND) INC	EV86326		STATUTORY RIGHT OF WAY Transfer Number: CA4042488	Royston Forest LOT 1, BLOCK E, OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT THAT PART IN PLAN 511 RW PID: 006-700-926
FORTISBC ENERGY (VANCOUVER ISLAND) INC	EV86326		STATUTORY RIGHT OF WAY Transfer Number: CA4042488	Royston Forest LOT 2, BLOCK F, OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT THAT PART IN PLAN 511 RW PID: 006-701-311
FORTISBC ENERGY (VANCOUVER ISLAND) INC	EV86326		STATUTORY RIGHT OF WAY Transfer Number: CA4042488	Royston Forest THAT PART OF DISTRICT LOT 29, NELSON DISTRICT SHOWN OUTLINED IN RED ON PLAN ATTACHED TO DD 16268I EXCEPT PART IN PLAN 511 RW PID: 010-450-921
FORTISBC ENERGY (VANCOUVER ISLAND) INC	EV86326		STATUTORY RIGHT OF WAY	Royston Forest THAT PART OF BLOCK 33, NELSON DISTRICT, PLAN

Interest Holder	File Number	Document Number	Interest	Location
			Transfer Number: CA4042488	691J SHOWN OUTLINED IN RED ON PLAN DEPOSITED UNDER DD 25642G EXCEPT THOSE PARTS IN PLANS 1926, 1927 AND 511 RW PID: 012-625-876
FORTISBC ENERGY INC.	EV86326		Statutory right of way	THAT PART OF BLOCK 33, NELSON DISTRICT SHOWN ON PLAN VIP65856 PID:013-435-957
FORTISBC ENERGY INC.	EF68457	109839	Statutory Right of way	Sage Hills Lot 1, Block 93, Nelson District, Plan VIP80201 PID: -26-553-970
FORTISBC ENERGY INC.	EV86326		Statutory Right of way	Wildwood Forest Tribal Park The Southeast 1/4 of Section 22, Township. 9, Comox District, Plan 552G PID 008-938-776
FORTISBC ENERGY INC.	EV86326		Statutory Right of way	Wildwood Forest Tribal Park The Southwest 1/4 of Section 22, Township 9, Comox District Plan 552G, except that part in Plan 36410bal

Interest Holder	File Number	Document Number	Interest	Location
				PID: 008-938-849
FORTISBC ENERGY INC.	EV86326		Statutory Right of way	Wildwood Forest Tribal Park Fractional Southeast 1/4 of Section 21, Township. 9, Comox District, Plan 552G, except that part lying to the West of a straight boundary joining points of bisection of the northerly & southerly boundaries of the fractional Southeast 1/4 & except that pt in pls 36410 and 510 RW PID: 008-932-450
FORTISBC ENERGY INC.	ET026856		Statutory Right of way	Wildwood Forest Tribal Park That part of Fractional SE 1/4 of Sec. 21, Tp. 9, Comox Dist, Pl 552G shown outlined in red on Pl 510 RW ex pt in pl 36410 PID: 008-925-348
FORTISBC ENERGY INC	EV86326		Statutory Right of Way	Wildwood Forest Tribal Park The Fractional NE 1/4 of Sec. 21, Tp. 9, Comox Dist, Plan 552G PID: 008-921-113

F-2 Part 2b: Licences of Occupation, Leases

Note: the Parties will update the Appendices before the Effective Date.

Interest Holder	Licence of Occupation issued under the <i>Land Act</i>	Interest	Location
Mount Washington Pacific, ULC	Crown Lands File # 1400139 / V888439	Nonexclusive seasonal parking area.	Mt Washington Gravel Pit
Hornby Island Residents and Ratepayers Association	1402668 Document No.V911919 (lease)	Community Facility Lease	Hornby Island
Scout Properties (BC/Yukon)	294097 / V922427	Lease	Scout Camp

F-2 Part 3: Public Utility Works and Other Interests on Former K'ómoks Fee Simple Land to be Replaced on Effective Date

Note: the Parties will update the Appendices before the Effective Date.

Interest Holder	TBC	Interest	Location

F-2 Part 3a: Public Utility Distribution Works

Note: the Parties will update the Appendices before the Effective Date.

Interest Holder		Interest	Location

F-2 Part 3b: Other Interests

Note: the Parties will update the Appendices before the Effective Date.

Interest Holder		Interest	Location

F-3: Interests to Be Created by K'ómoks on Effective Date

F-3 Part 1: Existing Tenures Requiring Easement over K'ómoks Land

Note: the Parties will update the Appendices before the Effective Date.

Interest Holder	Interest	Description	General Location
Amanda Sharlene Racine	C017392	Water Licence	Wood Mountain
F. Lafranceoni	WTN 65574	Unlicenced well	DL50
David Rye	WTN 96029	Unlicensed well	DL50
Forbidden Holdings	C121096 PCL1002480	Water Licence	Browns River

F-3 Part 2: Fee Simple Estates Requiring Private Road Easement over K'ómoks Lands

Note: the Parties will update the Appendices before the Effective Date.

Land Title Office Parcel Identifier (PID)	Interest Holder	Description of Land Requiring Access Across K'ómoks Lands
PID: 006-642-179	Hancock/Manulife (Comox Timber)	Sage Hills
PID: 000-870-421	TimberWest Forest Ltd.	Wildwood Forest Tribal Park Easement for R07266 BURNSML 3 and R07266 BURNSML 1
PID: 006-687-393	Comox Lake Land Corp	DL50
PID: 009-669-396 PID: 009-669-418	Canwel Forest	H'kusam
PID: 000-870-421	Mosaic	Wildwood
PID: 009-704-710 PID: 007-261-985	Mosaic	Sage Hills
PID: 004-137-540	Mosaic	Wood Mountain West
PID 000-689-912	Rachel Dawn Boulton	Salmon River
PID 006-687-393	Comox Lake Land Corp	DL50
PID: 003-634-167	Hancock/Manulife (Comox Timber)	Sage Hills
PID: 000-689-912	Kendra Elizabeth Wharton	Salmon River

F-3 Part 3: Foreshore Interests Requiring Upland Owner Consent

Note: the Parties will update the Appendices before the Effective Date.

Interest Holder	Parcel Description or File Number	General location
Pentlatch Seafoods	File No. 1411109 Document No. V938537	Jáij7em (Sandy Island) - Licence of Occupation - Shellfish

F-3 Part 4: Access Agreements

Note: the Parties will update the Appendices before the Effective Date.

Interest Holder	Interest	General location
Fortis	Statutory Right of Way	Transmission Line Through W1968 (KFN) Undeveloped Road Allowance - McNair Road
Fortis	Statutory Right of Way	Transmission Line Through W1968 (KFN) Undeveloped Road Allowance - Palmer Road
Fortis	Statutory Right of Way	Royston Forest Lt 1, BLK F of BLK 33, Nelson District, Plan 1926 PID 006-701-001
Fortis	Statutory Right of Way	Royston Forest That part of District Lot 29, Nelson District, shown outlined in red on plan attached to DD16268i, except part in Plan 511 RW PID: 010-450-921
Fortis	Statutory Right of Way	Sage Hills Pt PCL A (DD299N) BLK 93, Nelson District, shown outlined in red on PL 511RW PID: 009-941-134
Fortis	Statutory Right of Way	Transmission Line Through W1968 (KFN) Pt L1, Blk E of Blk 33, Nelson District, Pl 1926, shown outlined in red on pl 511RW PID: 006-701-639
Fortis	Statutory Right of Way	Transmission Line Through W1968 (KFN) Pt L2, BLK F of BLK 33, Nelson District, PL 1926, shown outlined red on pl 511RW PID: 006-701-698
Fortis	Statutory Right of Way	Transmission Line Through W1968 (KFN) Pt L4, BLK C of Blk 33, Nelson District, Pl 1926, shown outlined in red on pl 511RW PID: 006-701-825
Fortis	Statutory Right of Way	Transmission Line Through W1968 (KFN)

Interest Holder	Interest	General location
		Pt L3, Blk C of Blk 33, Nelson District, Pl 1926, shown outlined red on Pl 511 RW PID: 006-701-809
Fortis	Statutory Right of Way	Transmission Line Through W1968 (KFN) Pt Lt 2, Blk C of Blk 33, Nelson District, Pl 1926, shown outlined in red on pl 511RW PID: 006-701-779
Fortis	Statutory Right of Way	Transmission Line Through W1968 (KFN) Pt Lt 1, Blk C of Blk 33, Nelson District, Pl 1926, shown outlined on red on pl 511 RW PID: 006-701-744
Fortis	Statutory Right of Way	Transmission Line Through W1968 (KFN) Pt Blk 33, Nelson District, Pl 691J, shown outlined in red on Pl 511 RW and being a portion of that pt of said BLK shown outlined red on pl Dep DD 25642G lying between pls 1926 and 1927 PID: 007-036-540
Fortis	Statutory Right of Way	Browns River Pt of Frac NW 1/4 of S15, TWP9, Comox District, Pl 552G shown outlined in red on pl 510RW, ex pt in pls 12680 and VIP72297 PID: 008-925-313
Fortis	Statutory Right of Way	Wildwood Forest Tribal Park Pcl A (DD19518I) of Frac NW 1/4 of Sec 15, TWP 9, Comox District, Pl 552G ex Frac NW 1/4 of the Frac NW1/4; ex pt shown outlined in red on pl 510RW; ex Frac SW 1/4 of the Frac NW1/4; and ex pt in pls 12680 and VIP72297 PID: 008-937-257
Fortis	Statutory Right of Way - Distribution facilities within IR 1	Comox 1

Interest Holder	Interest	General location
Fortis	Statutory Right of Way Distribution facilities within Goose Spit 3	Goose Spit 3 PIN: 15601450
Fortis	Statutory Right of Way Distribution facilities within Goose Spit 3	Goose Spit 3 PIN: 13503690
Fortis	Statutory Right of Way Distribution facilities within Goose Spit 3	Goose Spit 3 PIN: 90039878
BC Hydro	Transmission SRW	All K'ómoks Lands
BC Hydro and Telus	Distribution SRW	All K'ómoks Lands
BC Hydro	Ancillary SRW	All K'ómoks Lands
Shaw		HMCS Quadra/ Goose Spit

Interest Holder	Road	Interest	Location
Ministry of Forests	R14259 6 aka SR61	Statutory Right of Way	Salmon River 1 (K'ómoks)
Ministry of Forests	R00548 SR60	Statutory Right of Way	Salmon River 1 (K'ómoks)
Ministry of Forests Research Installation Site	R09687: RD460-1-1 RD460-1-2, RD460-1-3	Statutory Right of Way	Salmon River 1 (K'ómoks)
Ministry of Forests	R12583 1	Statutory Right of Way	Royston Forest
Ministry of Forests	FSR 9384 01 / Van West Road	Statutory Right of Way	Royston Forest
Ministry of Forests WL0085	R08978 SP903	Statutory Right of Way	Royston Forest
Ministry of Forests – WL0026	R16780 UNION BAY MAIN	Statutory Right of Way	Royston Forest
Ministry of Forests	Van West Road	Statutory Right of Way	Sage Hills
Ministry of Forests WL0085	R08978 ML900	Statutory Right of Way	Royston Forest
Ministry of Forests	R08978 ML900 aka Green	Statutory Right of Way	Sage Hills

F-3 Part 5: Other Interests

Note: the Parties will update the Appendices before the Effective Date.

Interest Holder	Interest	General location
Department of Fisheries and Oceans	Navigation Beacon	Western tip of Goose Spit
Department of Fisheries and Oceans	Single non-exclusive KFN-DFO Licence of Occupation to cover the footprint of the Browns River Fishway and the associated access requirements	Browns River
Department of National Defence	Lease issued to DND from KFN - for Goose Spit lands currently used by DND for HMCS Quadra and the 'Western Tip of the Spit'. Also shared road use agreement will be included in the lease.	HMCS Quadra/Goose Spit Institutional/Military Site
Comox Valley Regional District	Pump station access agreement (<i>related to SRW1402163</i>)	Goose Spit/HMCS Quadra – within DND lease area
Ministry of Forests	Lease for Forest Research Installation EP1140.02 located in PID 009-999-001	Salmon River Portions of the South 1/2 of the South East 1/4 of Section 33, Township 6, Sayward District, except parts in plans 287 RW and 11374 PID: 009-999-001 Access agreement to this Plot needed via: Road Permit Roads: R09687 RD460-1-1, R09687 RD460-1-2 & R09687 RD460-1-3
PID: 000-563-676 Lisa Ludwig and Curtis Saunders	Encroachment Agreement	DL50

Interest Holder	Interest	General location
PID 006-687-393 Comox Lake Land Corp	Encroachment Agreement	DL50

**Appendix G: Applicable Forms of Document for Granting Interests on
Effective Date**

**G-1: Public Utilities: BC Hydro Statutory Right of Way Agreement –
Distribution Line**

PART 2**STANDARD CHARGE TERMS****RIGHT OF WAY FOR ELECTRICAL DISTRIBUTION AND
TELECOMMUNICATION WORKS**

Filed by: British Columbia Hydro and Power Authority

These Filed Terms are deemed to be included in and form part of every Agreement which incorporates these Filed Terms by an election on the General Instrument.

WHEREAS:

- A. K'ómoks, Canada and British Columbia have entered into the K'ómoks Treaty;
- B. In accordance with the K'ómoks Treaty, the Grantor wishes to provide the grants, as herein provided, to each of Hydro and TELUS with respect to the Lands as hereinafter defined; and
- C. The statutory rights of way herein granted are necessary for the operation and maintenance of the respective undertakings of Hydro and TELUS.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and 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. 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 the General Instrument – Part 1, the Filed Terms, and all schedules attached to either of them;
- (c) **“Artifact or Feature”** means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;
- (d) **“Effective Date”** has the meaning set out in the K'ómoks Treaty;

- (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 develop;
- (f) **“Filed Terms”** means these filed Standard Charge Terms;
- (g) **“Fish Bearing Stream”** means a body of fresh water, either flowing or still, that is wetted at some or all points of the year that contains or supports fish through some or all parts of their life cycle;
- (h) **“Grantor”** means the transferor in Item 5 of the General Instrument – Part 1;
- (i) **“Hydro”** means British Columbia Hydro and Power Authority, the transferee in Item 6 of the General Instrument – Part 1;
- (j) **“Interested Party”** means a person who, in relation to a portion of the Lands to which consent is required under this Agreement:
 - (i) is shown in the records of the Land Title Office as having a right of exclusive possession to such portion of the Lands; or
 - (ii) is identified in a notice in writing by the Grantor to Hydro and TELUS, as appropriate, within ten days of receiving any application from either of them, as a person with the right to give consent as provided under this Agreement in place of the Grantor;
- (k) **“K'ómoks Treaty”** means the treaty ratified by each of K'ómoks, Canada and British Columbia;
- (l) **“Lands”** means the lands described in Item 2 of the General Instrument – Part 1;
- (m) **“Right of Way Area”** has the meaning set out in section 3.1;
- (n) **“Risk or Hazard”** means something that Hydro or TELUS, acting reasonably, determines is causing or could cause:
 - (i) an interference, disturbance or threat to the Works, including without limitation the safety or security of the Works;
 - (ii) a disruption of service from the Works to any customer of Hydro or TELUS; or
 - (iii) a hazard to persons or property in relation to the Works;

- (o) **“Roads”** means any roads, lanes, trails, bridges, or helicopter landing pads, existing from time to time on or through the Lands;
 - (p) **“TELUS”** means TELUS Communications Inc., the transferee in Item 6 of the General Instrument; and
 - (q) **“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 purpose of transmitting and distributing electricity, and for the purpose of telecommunications related to the business of Hydro, including: poles, towers, antennae (except for monopole free standing antennae), guy wires, brackets, crossarms, insulators, above ground or underground transformers, submarine cables, equipment shelters including vault boxes, 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, but does not include transmission towers or any electrical works operated at a voltage of 69 kv or higher; and
 - (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 and electrical cables, in whole or in part and underground conduits, lines and pipes of every kind, underground cables, including fibre optic and electrical cables, together with all ancillary appliances and fittings and above ground or underground equipment shelters, cabinets and vault boxes, submarine cables, and wireless telecommunications equipment, including antennas and other associated equipment.
- 1.2 With respect to any right or obligation on the part of Hydro or TELUS under this Agreement, any reference to Hydro or TELUS includes, to the extent reasonably applicable, their respective employees, representatives, agents, contractors, sub-contractors, invitees, licensees, and those for whom either or both of them is responsible in law. For greater certainty, Hydro or TELUS, as the case may be, remains fully liable for all of its obligations in this Agreement despite the exercise of any such right by such other persons.

2. GRANT OF RIGHT OF WAY

2.1 The Grantor grants, separately to each of Hydro and TELUS, for so long as required, the uninterrupted right, liberty and right of way, at any time, to:

- (a) use the Right of Way Area as follows:
 - (i) excavate for, construct, install, erect, bury, abandon, replace, extend, upgrade, operate, inspect, maintain, alter, remove and repair the Works on, over, in, under, across and through the Right of Way Area;
 - (ii) clear and keep the Right of Way Area cleared of all or any part of any obstruction, improvement or other matter, because of a Risk or Hazard;
 - (iii) clear and keep the Right of Way Area cleared (including pruning or removal) of any vegetation, including trees;
 - (iv) conduct vegetation management, which may include the application of herbicides, provided Hydro or TELUS, as the case may be:
 - (A) obtains the consent of the Grantor, such consent not to be unreasonably withheld; and
 - (B) does not conduct any aerial application of herbicides on the Lands;
 - (v) install, maintain and use gates in any fences on the Right of Way Area from time to time; and
 - (vi) ground any structure, installation or thing, by whomsoever owned, situated anywhere on the Right of Way Area, because of a Risk or Hazard;
- (b) use the Lands as follows:
 - (i) enter, pass and repass for the purposes of this Agreement, with or without vehicles, equipment, machinery or materials;
 - (ii) maintain, repair, rebuild, and replace any Roads, to such extent as may reasonably be required by Hydro or TELUS in relation to this Agreement;
 - (iii) if there are no suitable and available Roads, construct a new road, lane, trail, bridge, or helicopter landing pad, providing Hydro or TELUS, as the case may be, have proceeded in accordance with the requirements of Article 6;
 - (iv) with prior notice to the Grantor, cut trees or growth outside the Right of Way Area, because of a Risk or Hazard, except in the event of an

imminent Risk or Hazard, in which case notice will be given as soon as possible;

- (v) ground any structure, installation or thing, by whomsoever owned, because of a Risk or Hazard;
 - (vi) undertake works or take steps to protect any Works located within the Lands, or to protect persons or property that may be at risk from such Works, providing Hydro or TELUS, as the case may be, have proceeded in accordance with the requirements of Article 6; and
 - (vii) Hydro may, acting reasonably, enter onto the Lands to determine electrical consumption, without notice to or prior approval from the Grantor; and
- (c) 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 foregoing, or because of a Risk or Hazard, including investigative studies and related work to ensure compliance with the applicable government or regulatory requirements in relation to the rights in this Agreement.

3. RIGHT OF WAY AREA

3.1 The Right of Way Area includes:

- (a) all those portions of the Lands within six (6) metres of the centre alignment of:
 - (i) any Works existing as of the date of this Agreement;
 - (ii) any additional Works constructed after the date of this Agreement adjacent to, under, along the sides of or across any Roads; and
 - (iii) any additional Works that provide service to any Lands adjacent to any Roads;
- (b) any 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; and
- (c) any other portion of the Lands as may from time to time be consented to in writing by an Interested Party.

- 3.2 Before extending any pole line or constructing any new underground equipment shelters or conduits pursuant to paragraph 3.1(a)(ii), Hydro or TELUS, as the case may be, must provide reasonable notice to the Grantor of the proposed location of such Works and must give reasonable consideration, subject to their respective regulatory obligations, to any request by the Grantor to modify the proposed location due to actual or potential conflicts with the Grantor's plans.
- 3.3 Prior to the date of this Agreement, Hydro and TELUS will provide a sketch showing the approximate location of the Works as of the date of the sketch. Hydro and TELUS will provide the Grantor on request with an updated sketch of the Works, if the Works have been extended in the previous calendar year, unless such information is available to the Grantor on line. All of the terms and conditions of this Agreement will apply to the new Works and the related area of the Lands.
- 3.4 Nothing in this Article 3 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 any Works and all matters incidental thereto.
- 4. NON-EXCLUSIVE USE**
- 4.1 This Agreement will not entitle Hydro or TELUS to exclusive possession of the Right of Way Area or any other part of the Lands and the Grantor reserves the right to grant other dispositions of any part of the Lands affected by this Agreement, so long as the grant does not materially affect or interfere with the exercise of Hydro's or TELUS's rights under this Agreement.
- 5. COVENANTS OF HYDRO AND TELUS**
- 5.1 Hydro and TELUS each covenant separately with the Grantor to:
- (a) pay and discharge when due all applicable taxes, levies, charges and assessments from time to time lawfully assessed, levied or charged to the account of Hydro or TELUS, as the case may be, which relate to the Works or 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, provided that Hydro and TELUS have no obligation to keep any portion of the Lands 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) undertake activities permitted under this Agreement having regard for the impact on the Environment and take prudent measures to minimize any danger or disruption to the Environment;

- (e) if Hydro or TELUS unearths or discovers any Artifact or Feature on the Right of Way Area, and there is no previously agreed upon mitigation or management plan with K'ómoks:
 - (i) promptly notify K'ómoks;
 - (ii) immediately cease any further activity that could affect the Artifact or Feature;
 - (iii) take reasonable measures to protect the Artifact or Feature; and
 - (iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a K'ómoks' cultural heritage policy;
- (f) not remove any merchantable timber from the Lands, except in compliance with any applicable laws and with the prior approval of the Grantor;
- (g) not bury debris or rubbish of any kind on the Lands in excavations or backfill, and will remove shoring and similar temporary structures as backfilling proceeds;
- (h) 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 to the Grantor, except to the extent required by Hydro or TELUS, acting reasonably, to exercise the rights granted under this Agreement; and
- (i) provide written notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case Hydro or TELUS, as the case may be, will give notice as soon as possible, prior to:
 - (i) constructing drainage works;
 - (ii) undertaking works to maintain slope stability; or
 - (iii) undertaking work within a Fish Bearing Stream,within the Lands, and, subject to its regulatory obligations, will give reasonable consideration to any concerns raised by the Grantor with respect to the proposed work.

6. WORK PLANS

- 6.1 Except in the case of an emergency or imminent Risk or Hazard, Hydro or TELUS, as the case may be, will provide to the Grantor a written work plan before:
 - (a) constructing a new Road pursuant to paragraph 2.1(b)(iii); or
 - (b) undertaking any works pursuant to paragraph 2.1(b)(vi).

- 6.2 The Grantor will provide comments in writing to Hydro or TELUS, as appropriate, no more than 60 days after delivery of a work plan to the Grantor pursuant to section 6.1. Hydro or TELUS will make reasonable efforts to accommodate any suggestions or requests made by the Grantor with the goal of reaching agreement on a work plan within 90 days of delivery of a work plan to the Grantor. If no comments are received, Hydro or TELUS, as appropriate, may proceed with the work.
- 6.3 The Grantor will act reasonably in providing comments on a work plan, including taking into consideration the effects and benefits of the proposed work, the cost of the proposed work compared to the cost of alternate solutions, and any risks that may be associated with not undertaking the work.
- 6.4 If the parties are not able to reach agreement on a work plan within 90 days of delivery of a work plan to the Grantor, either party may refer the matter to dispute resolution under Article 16.
- 6.5 In the event of an emergency or imminent Risk or Hazard, Hydro and TELUS may immediately undertake work and take such steps on the Lands as are reasonably required in order to protect the Works or persons or property that may be at risk, and in that event Hydro or TELUS will as soon as reasonably possible notify the Grantor.
- 6.6 Hydro or TELUS will, upon request, pay compensation to the Grantor for any loss or damage to the affected property resulting from any error, negligence or omission in the implementation of a work plan, on the same basis as Hydro or TELUS would compensate other parties suffering comparable loss or damage. If Hydro or TELUS disputes that it has an obligation to pay compensation, or disputes the amount claimed, the dispute may be referred to dispute resolution under Article 16 by any of the parties.
- 7. RELOCATION OF HYDRO WORKS AT THE REQUEST OF THE GRANTOR**
- 7.1 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:
- (a) the new location is, in the reasonable opinion of Hydro, suitable for use for the relocated Works considering construction, maintenance and operation, safety, 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 based on actuals, after the relocation is complete; and
 - (d) the relocated Hydro Works will be subject to the terms and conditions of this Agreement.

8. RELOCATION OF TELUS WORKS AT THE REQUEST OF THE GRANTOR

- 8.1 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:
- (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 to be made, based on actuals, after the relocation is complete; and
 - (d) the relocated TELUS Works will be subject to the terms and conditions of this Agreement.

9. RESTORATION

- 9.1 When all or any 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 reasonably practicable to its condition prior to the installation of the Works, including:
- (a) 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; and
 - (b) revegetation with suitable grass seed where reasonably appropriate.

- 9.2 This Article will survive the expiration or any termination of this Agreement.

10. REMOVAL OF WORKS

- 10.1 If Hydro or TELUS determine that certain of their respective Works are no longer required under this Agreement, either may, with the consent of the Grantor, abandon such Works and, on a date specified in the consent, all of their right, title, benefit and interest in such Works will be deemed to have been transferred to the Grantor. If the consent of the Grantor is not obtained within six months after the date of the expiration of this 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.
- 10.2 Hydro and TELUS will notify the Grantor in writing if they no longer require any new

Road constructed pursuant to paragraph 2.1(b)(iii) and will meet with the Grantor to discuss decommissioning of the Road. The Grantor will have six months after the meeting to notify Hydro and TELUS in writing that Hydro and TELUS must decommission the Road, in which case Hydro and TELUS will decommission the Road. If Hydro and TELUS are not required to remove a Road they will have no further liability for its condition, use, maintenance or repair.

- 10.3 Hydro will remain liable for any environmental damage to the Lands arising from any of its below ground Works that remain on or in the Right of Way Area after the expiration of this Agreement, unless 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 such use or authorized use.
- 10.4 TELUS will remain liable for any environmental damage to the Lands arising from any of its below ground Works that remain on or in the Right of Way Area after the expiration of this Agreement, unless 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.
- 10.5 This Article will survive the expiration or any termination of this Agreement.

11. COVENANTS OF THE GRANTOR

- 11.1 The Grantor covenants that Hydro and TELUS will and may peaceably enjoy and hold their respective rights under this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any person lawfully claiming from or under the Grantor, provided that nothing in this section 11.1 will limit the Grantor's right of inspection pursuant to section 15.1.
- 11.2 If the Grantor attempts to enforce against Hydro or TELUS any by-law, law, regulation, standard or requirement in relation to the Works, or in relation to their respective rights or obligations under this Agreement, that is in excess of or more onerous than any applicable federal or provincial law, regulation, standard or requirement, and which results in greater costs than Hydro or TELUS would otherwise incur in other reasonably comparable jurisdictions in British Columbia, then the Grantor will indemnify and hold harmless Hydro or TELUS, as the case may be, from and against any resulting additional costs. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 16.
- 11.3 If the Grantor requires Hydro or TELUS to pay any taxes, levies, charges or assessments with respect to the Right of Way Area, their respective Works, or other property of either of them, that are in excess of what Hydro or TELUS would have been required to pay if the said taxes, levies, charges or assessments had been reasonably comparable to those generally applicable in other jurisdictions in British Columbia, then the Grantor will

indemnify and save harmless Hydro or TELUS, as the case may be, from and against such additional cost. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other comparable jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 16.

11.4 Without limitation to Hydro's or TELUS's statutory and regulatory authorities, the Grantor will not, directly or indirectly, without the prior written permission of Hydro or TELUS, as the case may be:

- (a) 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 growth upon the Right of Way Area, 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 Right of Way Area create or increase any Risk or Hazard;
- (b) authorize or carry out blasting or aerial logging operations on or near any portion of the Right of Way Area; or
- (c) diminish or increase, or authorize anyone to 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.

12. COMPENSATION FOR DAMAGE

12.1 If, contrary to the terms of this Agreement, Hydro or TELUS damage any structures, buildings, fixtures, improvements, or chattels, or damage any crops, merchantable timber, livestock, drains, ditches, culverts, fences, or Roads on the Lands, or contaminate the Lands in the exercise of its vegetation management rights pursuant to section 2.1, and such damage is not caused by the Grantor's breach of this Agreement or the negligence or wilful act of the Grantor or its contractors, agents or permittees, or those for whom it is responsible in law, then Hydro or TELUS, as the case may be, will, within a reasonable period of time:

- (a) 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, but will otherwise have no liability or responsibility for any maintenance or repair of Roads;

- (b) remediate any other kind of damage or contamination; or,
 - (c) where it is not practical to repair or remediate, compensate the Grantor, or if appropriate, a person in the affected area who suffers any loss as a result of the damage or contamination, to the extent that such damage or contamination was caused by Hydro or TELUS.
- 12.2 Compensation paid to the Grantor for merchantable timber pursuant to section 12.1 will be calculated in accordance with generally accepted principles of timber valuation and on payment, ownership of any timber cut on the Lands under this Agreement will vest in Hydro or TELUS, as the case may be. At the Grantor's request, the Grantor may retain ownership of any merchantable timber cut on the Lands instead of receiving compensation for the timber.
- 13. OBLIGATION RESPECTING THIRD PARTY CLAIMS**
- 13.1 On written notice and unless prohibited by provincial legislation or its tariff, 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 brought against the Grantor by any third party 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; or
 - (b) any negligent act or omission on the part of Hydro in relation to its Works, including:
 - (i) the construction, maintenance, operation or decommissioning of its Works; and
 - (ii) the exercise of its vegetation management rights pursuant to section 2.1,
- but only to the extent that any such matter was 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*.
- 13.2 On written notice and unless prohibited by legislation, 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's covenants, conditions or obligations under this Agreement; or
 - (b) any negligent act or omission on the part of TELUS in respect of or in relation to its Works, including:
 - (i) the construction, maintenance, operation or decommissioning of its

Works; and

- (ii) the exercise of its vegetation management rights pursuant to section 2.1,

but only to the extent that any such matter was found to be the responsibility of TELUS and was not contributed to by the negligence, breach, violation or non-performance of the Grantor.

14. FENCING

- 14.1 With the exception of transformer stations and equipment shelters, Hydro and TELUS will not fence the Right of Way Area without the prior consent of the Grantor.

15. INSPECTION

- 15.1 The Grantor may, at its expense, at all reasonable times, visually inspect the Right of Way Area and the Works or carry out tests, surveys and inspections that do not interfere with the Works. If the Grantor requires access to any part of the Right of Way Area that has been fenced off or enclosed, the Grantor will notify Hydro and TELUS, who will provide such safe access as may be reasonably required by the Grantor.

16. DISPUTE RESOLUTION

- 16.1 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 agreed upon by the parties;
 - (c) if the dispute is not resolved within 60 days of the notice to mediate under subsection (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia;
 - (d) if the parties do not commence arbitration within 60 days of the notice to mediate under sub-section (b), then any party may refer the matter to a court of competent jurisdiction; and
 - (e) for the purposes of this section 16.1, 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.

- 16.2 It is not incompatible with this Article 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.

17. RUNS WITH THE LAND

- 17.1 Subject to section 17.2, this Agreement runs with and binds the Lands to the extent necessary to give full force and effect to this Agreement.
- 17.2 The parties acknowledge that the covenants in sections 11.2, 11.3 and 20.8 relate to the powers of K'ómoks as a government. If K'ómoks transfers all or any portion of the Lands:
- (a) it will continue to be bound directly to Hydro and TELUS in respect of those covenants that involve its governmental powers, notwithstanding the transfer; and
 - (b) the transferee will be released from any liability in respect of those covenants that can only be exercised by K'ómoks as a government.
- 17.3 Either Hydro or TELUS, as the case may be, will be entitled to enforce the covenants described in section 17.2 directly against K'ómoks without additional consideration and without an amendment to this Agreement.

18. ASSIGNMENT

- 18.1 This Agreement may be transferred or assigned at any time by Hydro or TELUS, in whole or in part, without the consent of the Grantor.
- 18.2 During any time that TELUS carries on business as a telecommunications services provider in a partnership controlled by TELUS or one of its Affiliates, TELUS may allow that partnership and its members to exercise any of the rights granted to TELUS in this Agreement, provided that TELUS ensures that the partnership and its members comply with TELUS's obligations in this Agreement. For greater certainty, TELUS will remain fully liable for all of its obligations under this Agreement in such circumstances.

19. NOTICE

- 19.1 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 address for that party in the General Instrument – Part 1, or to the most recent address provided by that party pursuant to section 19.3.
- 19.2 If any question arises as to the date on which such notice was communicated to a party, it will be deemed to have been given on the earlier of:
- (a) if it was delivered personally, by courier, or by email, on the next business day; or
 - (b) 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.

- 19.3 A party may change their address, and specify an email address by which they may be notified, by giving notice to the other parties in accordance with this provision.

20. GENERAL

- 20.1 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. Wherever consent or permission is required under this Agreement, such consent or permission will not be unreasonably delayed, conditioned or withheld.
- 20.2 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.
- 20.3 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 assigns.
- 20.4 From and after the date of this Agreement, Hydro and TELUS will not license or authorize a third party to attach its works to the Works on the Right of Way Area unless the third party has first obtained consent from the Grantor for such attachment and provided a copy of such consent to Hydro or TELUS, as the case may be.
- 20.5 For greater certainty, a licence granted by Hydro or TELUS, as the case may be, pursuant to section 20.4, will not grant the licensee the right to use or occupy the Right of Way Area, and the third party will be solely responsible for obtaining its own tenure to the Right of Way Area. Hydro or TELUS, as the case may be, will make reasonable efforts to work with the Grantor to address any third party whose works are attached to the Works without the Grantor's permission, but Hydro and TELUS will have no obligation to remove the works of any third party who has attached its works to the Works, either before or after the date of this Agreement:
- (a) without the required consent from the Grantor; or
 - (b) whose consent has expired or been revoked.
- 20.6 The Grantor may appoint a delegate to provide Hydro and TELUS with all commentary, authorizations and approvals required pursuant to this Agreement, including all commentary, authorizations or approvals required in relation to work plans.
- 20.7 This Agreement may not be amended except by written agreement signed by all parties to this Agreement.
- 20.8 Except where this Agreement expressly provides otherwise, nothing in this Agreement will be interpreted or construed to limit or restrict any rights or obligations that Hydro or

TELUS may have under applicable laws, including laws relating to environment, archaeology and fish-bearing streams.

- 20.9 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that Hydro or TELUS, as Public Utilities, may have as set out under the K'ómoks Treaty.
- 20.10 Subject to section 10.1, Hydro and TELUS retain ownership for all existing Works and Works that they construct, place or install on the Right of Way Area, including any underground Works. The Works shall not form part of the freehold regardless of the degree to which they are affixed or attached to the Right of Way Area, and regardless of any damage that may be caused by their removal.
- 20.11 K'ómoks will make reasonable efforts to notify Hydro and TELUS if it intends to apply for a certificate of indefeasible title in the provincial Land Title Office in respect of any lands that are to be added to the K'ómoks' treaty settlement lands after the Effective Date. The Grantor agrees to execute an amendment of this Agreement or a new agreement that incorporates these Filed Terms, at the request of either Hydro or TELUS, in order to extend the application of these Filed Terms to any additional lands acquired by K'ómoks after the Effective Date that are or will become treaty settlement lands within the meaning of the K'ómoks Treaty. Hydro or TELUS, as the case may be, will be responsible for the cost of preparing any documentation that may be necessary to amend the Agreement, or for the cost of a new agreement, and for the related costs of filing the document in the Land Title Office.
- 20.12 The parties agree that Hydro and TELUS will only pay compensation for interference with or damage to the Lands pursuant to this Agreement as provided under section 6.6 and Article 12.

21. INTERPRETATION

21.1 In this Agreement:

- (a) all attached schedules form an integral part of this Agreement, including any schedules attached to the General Instrument – Part 1;
- (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) reference to "party" or "parties" is a reference to the Grantor, Hydro or TELUS, or all of them, as the context requires;
- (d) the words "include", "includes", and "including", are to be read as if they are followed by the phrase "without limitation";
- (e) 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;

- (f) any reference to a statute includes any regulations made pursuant to that statute and, unless otherwise expressly provided herein, includes a reference to all amendments made thereto and in force from time to time and any statute or regulation that may be passed which has the effect of supplementing or superseding that statute or those regulations;
- (g) any reference to an Article, section, subsection, paragraph, or sub-paragraph means the appropriate part of this Agreement, which for ease of reference is illustrated as follows:
 - 1. Article;
 - 1.1 section;
 - (a) subsection;
 - (i) paragraph; and
 - (A) sub-paragraph; and
- (h) any reference to “day” means a calendar day.

[NTD: Insert the following article where the SRW applies to parcels not registered in LTO; revisit after reviewing FN Land and Land Registry Laws. To be deleted for lands registered in the LTO.]

22. FIRST NATION REGISTRY

- 22.1 The parties will file this Agreement for registration in the _____ Registry. The parties will cooperate in preparing, executing and delivering any forms, documents or plans required to accomplish the registration of this Agreement and to preserve the substance and priority of this Agreement.
- 22.2 This Agreement will be registered in the _____ Registry as a first charge ranking ahead of all other charges, other than the charges granted on the Effective Date in favour of the Grantor.
- 22.3 The Grantor will give notice of this Agreement to third parties who seek information from the Grantor about existing charges affecting the Lands, or who seek to acquire interests in the Lands from the Grantor after the Effective Date, and to advise such third parties of the priority that this Agreement has over any interests granted or created in the Lands after the Effective Date.
- 22.4 If the Grantor intends to register a certificate of indefeasible title in respect of any portion of the Lands, it will:
 - (a) give notice to Hydro and TELUS;
 - (b) execute and deliver in favour of Hydro and TELUS a new or amended Section 218 Right of Way Agreement, prepared at the expense of Hydro and TELUS expense, registrable against that portion of the Lands that will be registered in the provincial Land Title Office; and

- (c) deposit in the provincial Land Title Office the fully executed Section 218 Right of Way Agreement prepared pursuant to this section, concurrently with any application for a certificate of indefeasible title to that portion of the Lands, so that it will be registered in priority to all charges other than those in favour of K'ómoks;

22.5 If certificates of indefeasible title are registered in the provincial Land Title Office in respect of any portion of the Lands, the parties agree that:

- (a) it will not be necessary to prepare, execute and file an amendment of the description of the Lands; and
- (b) this Agreement will continue in full force and effect with respect to all portion of the Lands for which certificates of indefeasible title have not been registered in the provincial Land Title Office.

END OF SET

**G-2: Public Utilities: BC Hydro Statutory Right of Way Agreement -
Transmission Line**

TERMS OF INSTRUMENT – PART 2**TRANSMISSION STATUTORY RIGHT OF WAY AGREEMENT****WHEREAS:**

- A. K'ómoks, Canada and British Columbia have entered into the K'ómoks Treaty;
- B. In accordance with the K'ómoks Treaty, the Grantor wishes to provide the grants to Hydro with respect to the Right of Way Area as herein provided; and
- C. The statutory rights of way herein granted are necessary for the operation and maintenance of Hydro's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and 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 The following capitalized terms will have the following meanings, respectively, in this Agreement:

- (a) **“Access Areas”** means roads, lanes, trails, bridges and helicopter landing pads on the Right of Way Area from time to time, including:
 - (i) any roads, lanes, trails, bridges and helicopter pads constructed pursuant to paragraph 2.1(i); and
 - (ii) any related surface, ditching, drainage and road bed;
- (b) **“Agreement”** means the General Instrument – Part 1, the Terms of Instrument – Part 2, and all schedules attached to either of them;
- (c) **“Artifact or Feature”** means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;
- (d) **“Environment”** means the components of air and earth and include:
 - (i) air, lands and water;
 - (ii) all layers of the atmosphere;
 - (iii) all organic and inorganic matter and living organisms; and
 - (iv) the interacting natural systems that include the components listed in paragraphs (i), (ii) and (iii) above;

- (e) **“Fish Bearing Stream”** means a body of fresh water, either flowing or still, that is wetted at some or all points of the year that contains or supports fish through some or all parts of their life cycle;
 - (f) **“Grantor”** means the transferor in Item 5 of the General Instrument – Part 1;
 - (g) **“Hydro”** means the person named as the transferee in Item 6 of the General Instrument – Part 1;
 - (h) **“Lands”** means the land described in Item 2 of the General Instrument – Part 1;
 - (i) **“K'ómoks Treaty”** means the treaty among the Grantor, Canada, and British Columbia;
 - (j) **“Right of Way Area”** means the area shown in bold on the Plan prepared by [REDACTED] B.C.L.S. and deposited in the Land Title Office under number [REDACTED], a reduced copy of which is attached hereto;
 - (k) **“Risk or Hazard”** means something existing or threatened, including an emergency, that Hydro, acting reasonably, determines could be or could cause:
 - (i) an interference, disturbance or threat to the Works, including the safety and security of the Works;
 - (ii) a disruption of service from the Works to any customer of Hydro; or
 - (iii) a hazard to persons or property in relation to the Works; and
 - (l) **“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 right or obligation on the part of Hydro under this Agreement, any reference to Hydro includes, to the extent reasonably applicable, its employees, representatives, agents, contractors, sub-contractors, invitees, licensees, and those for whom it is responsible in law. For greater certainty, Hydro remains fully liable for all of its obligations in this Agreement despite the exercise of any such right by such other persons.

2.0 RIGHTS RELATED TO RIGHT OF WAY AREA

2.1 The Grantor grants to Hydro, for so long as required, the right over the Right of Way Area to:

- (a) excavate for, construct, install, erect, bury, string, abandon, replace, extend, upgrade, operate, inspect, alter, maintain, remove and repair the Works on, over, under, or in the Right of Way Area;
- (b) clear and keep it cleared (including removal or pruning) of any vegetation, including trees;
- (c) conduct vegetation management, which may include the application of herbicides provided Hydro:
 - (i) obtains the consent of the Grantor, such consent not to be unreasonably withheld; and
 - (ii) does not conduct any aerial application of herbicides;
- (d) clear and keep it cleared of all or any part of any obstruction, improvement or thing;
- (e) ground any structure, installation or thing, by whomsoever owned;
- (f) enter, work, inspect, pass and re-pass for the purposes of this Agreement, with or without vehicles, equipment, machinery and materials;
- (g) maintain, repair, rebuild, and replace any Access Areas, to such extent as may reasonably be required by Hydro for the purposes of this Agreement, provided Hydro gives the Grantor written notice before effecting any material change to an Access Area under this paragraph, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible;
- (h) install, maintain and use gates in any fences that are necessary for access, provided that both the Grantor and Hydro have keys for any lock, or locks are installed in a series to allow for access by both Hydro and the Grantor;
- (i) construct a new Access Area if there are no suitable or available Access Areas, subject to first providing notice to the Grantor except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible;
- (j) undertake works or other appropriate measures to protect the Works from a Risk or Hazard, subject to first providing notice to the Grantor except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible; and,
- (k) 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,

including investigative studies and related work to ensure compliance with applicable government or regulatory requirements in relation to the rights in this Agreement.

3.0 NON-EXCLUSIVE USE

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

4.0 COVENANTS OF HYDRO

- 4.1 Hydro will:

- (a) undertake activities permitted under this Agreement having regard to the impact on the Environment, and will take prudent measures to minimize any danger or disruption to the Environment;
- (b) 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;
- (c) keep the portions of the Right of Way Area 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 Right of Way Area by Hydro, and on written notice from the Grantor, make safe, clean, and sanitary any portion of the Right of Way Area that contravenes the provisions of this covenant, provided that Hydro has no obligation to keep any portion of the Right of Way Area suitable for use by anyone except Hydro;
- (d) bury and maintain all underground Works as may be required so as not to unduly interfere with the drainage of the Right of Way Area;
- (e) not bury debris or rubbish of any kind on the Right of Way Area in excavations or backfill, and will remove shoring and similar temporary structures as backfilling proceeds;
- (f) if Hydro unearths or discovers any Artifact or Feature on the Right of Way Area, and there is no previously agreed upon mitigation or management plan with K'ómoks:
 - (i) promptly notify K'ómoks;
 - (ii) immediately cease any further activity that could affect the Artifact or Feature;
 - (iii) take reasonable measures to protect the Artifact or Feature; and

- (iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a K'ómoks' cultural heritage policy;
 - (g) not commit any wilful or voluntary waste, spoil or destruction on the Right of Way Area, or do anything thereon 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
 - (h) provide written notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible, prior to:
 - (v) constructing drainage works;
 - (vi) undertaking works to maintain slope stability; or
 - (vii) undertaking work within a Fish Bearing Stream,within the Right of Way Area, and, subject to its regulatory obligations, will give reasonable consideration to any concerns raised by the Grantor with respect to the proposed work.
- 4.2 The Grantor may, at its expense, at all reasonable times, visually inspect the Right of Way Area and the Works, or carry out tests, surveys and inspections that do not interfere with the Works. If the Grantor requires access to any part of the Right of Way Area that has been fenced off or enclosed by Hydro, the Grantor will notify Hydro, which will provide such safe access as may be reasonably required by the Grantor.
- 5.0 RELOCATION OF WORKS DUE TO CHANGE**
- 5.1 If a change occurs to the Right of Way Area, such as erosion, which for any reason makes the continued use of any portion of the Right of Way Area unsuitable for any of the Works, then Hydro will have the right to relocate those Works to a new location on the Lands, provided:
- (a) Hydro delivers a work plan to the Grantor identifying the area it is proposing to use for the relocation of the Works, subject to approval by the Grantor in accordance with the requirements of Article 6;
 - (b) the work plan will take into account any likely material effect of the relocated Works on the Right of Way Area;
 - (c) the relocated Works will be subject to the terms and conditions of this Agreement;
 - (d) the cost of such relocation will be borne by Hydro; and

- (e) the Grantor gives its approval of the new location after taking into account the cost efficiencies of the location selected by Hydro for the relocated Works, relative to alternative locations.

- 5.2 After any relocation in accordance with Section 5.1, Hydro will obtain an appropriate plan or survey of the relocated Works by a British Columbia Land Surveyor to identify the new Right of Way Area for the purposes of Section 2.1, and will deliver such plan or survey to the Grantor for its review and approval. The parties will execute and deliver a modification of this Agreement in order to duly incorporate the amended plan or survey.

6.0 WORK PLANS

- 6.1 Except in the case of an emergency or imminent Risk or Hazard, Hydro will provide to the Grantor a written work plan before undertaking any relocation of any Works pursuant to Article 5.
- 6.2 The Grantor will provide comments in writing to Hydro no more than 60 days after the delivery of a work plan to the Grantor pursuant to Section 6.1. Hydro will make reasonable efforts to accommodate any suggestions or requests made by the Grantor, taking into account potential impacts to fish bearing streams and archaeological or cultural resources, with the goal of reaching agreement on a work plan within 90 days of delivery of a work plan to the Grantor. If no comments are received, Hydro may proceed with the work.
- 6.3 The Grantor will act reasonably in providing comments on a work plan, including taking into consideration the effects and benefits of the proposed work, the cost of the proposed work compared to the cost of alternate solutions, and any risks that may be associated with not undertaking the work. Hydro will act reasonably in responding to the comments.
- 6.4 If the parties are not able to reach agreement on a work plan within 90 days of delivery of a work plan to the Grantor, either party may refer the matter to dispute resolution under Article 14.
- 6.5 In the event of an emergency or imminent Risk or Hazard, Hydro may immediately undertake work and take such steps on the Right of Way Area as are reasonably required in order to protect the Works or persons or property that may be at risk, and in that event Hydro will as soon as reasonably possible notify the Grantor.
- 6.6 Hydro will, upon request, pay compensation to the Grantor for any loss or damage to the affected property resulting from any error, negligence or omission in the implementation of the work plan, on the same basis as Hydro would compensate other parties suffering comparable loss or damage. If Hydro disputes that it has an obligation to pay compensation or disputes the amount claimed, the dispute may be referred to dispute resolution under Article 14 by any of the parties.

7.0 RELOCATION OF WORKS AT THE REQUEST OF THE GRANTOR

7.1 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 K'ómoks Treaty lands, provided:

- (a) the new location is, in the reasonable opinion of Hydro, suitable for use for the relocated Works considering engineering feasibility, construction, maintenance and operation, safety, 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 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 based on actuals, after the relocation is complete; and
- (d) the relocated Works will be subject to the terms and conditions of this Agreement.

7.2 After any relocation in accordance with Section 7.1, Hydro will obtain an appropriate plan or survey of the relocated Works by a British Columbia Land Surveyor to identify the new Right of Way Area for the purposes of Section 2.1, and will deliver such plan or survey to the Grantor for its review and approval. Following approval by the Grantor, the parties will execute and deliver a modification of this Agreement in order to duly incorporate the amended plan or survey.

8.0 REMOVAL OF WORKS

8.1 If Hydro determines that it no longer requires all or a portion of the Right of Way Area, then Hydro will, in respect of such Right of Way Area or portion thereof:

- (a) provide notice to the Grantor;
- (b) remove all above ground Works, unless otherwise agreed between the Parties and such other Works as the Parties may agree;
- (c) fix all damage to the Right of Way Area caused by the removal of the Works within a reasonable period of time, including revegetation with suitable grass seed where reasonably appropriate;
- (d) leave the Right of Way Area, or portion thereof that is no longer required, as the case may be:
 - (i) in a safe, clean and sanitary condition (as it would be maintained by a prudent owner in occupation), to the extent the condition relates to the use or occupation of the Right of Way Area by Hydro; and

- (ii) free from all waste, debris, and things owned or left on the Right of Way Area by Hydro (including trade fixtures, inventory, and other personal property), except as otherwise provided in this section; and
 - (e) quit peaceably the Right of Way Area, or portion thereof that is no longer required, as the case may be and, where applicable, amend this Agreement to remove the portion no longer required from the Right of Way Area.
- 8.2 Any Works permitted to remain under subsection 8.1(b) will be absolutely forfeited to and become the property and responsibility of the Grantor. Hydro will remain liable for any environmental damage to the Right of Way Area arising from any other Works that remain on or in the Right of Way Area or portion thereof, except that, if the Grantor uses or authorizes the use of any of such remaining Works for any purpose, Hydro will not be liable for any environmental damage to the Right of Way Area to the extent caused by the Grantor's use or authorized use of the remaining Works.
- 8.3 This Article will survive the termination of this Agreement.

9.0 COVENANTS OF THE GRANTOR

9.1 The Grantor covenants that:

- (a) Hydro will and may peaceably enjoy and hold its rights under this Agreement without any interruption, disturbance, molestation or hindrance from the Grantor or any other person lawfully claiming from or under the Grantor, or by the exercise of any authority under the K'ómoks Treaty, provided that nothing in this subsection 9.1(a) will limit the Grantor's right of inspection in Section 4.2;
- (b) if the Grantor passes and attempts to enforce against Hydro any by-law, law, regulation, standard or requirement in relation to the Works, or in relation to its rights or obligations under this Agreement, that is in excess of or more onerous than any applicable federal or provincial law, regulation, standard or requirement, and which results in greater costs than Hydro would otherwise incur in other reasonably comparable jurisdictions in British Columbia, then the Grantor will indemnify and hold harmless Hydro from and against any resulting additional costs. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Right of Way Area or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Right of Way Area or part thereof. Any dispute as to whether the costs exceed those generally applicable in other jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 14;
- (c) if the Grantor requires Hydro to pay any taxes, levies, charges or assessments with respect to the Right of Way Area, its Works, or its other property, that are in excess of what Hydro would have been required to pay if the said taxes, levies, charges or assessments had been reasonably comparable to those generally applicable in other jurisdictions in British Columbia, then the Grantor will indemnify and save harmless Hydro from and against such additional cost. This indemnity is personal

to the original Grantor and not binding on any subsequent owner of the Right of Way Area or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Right of Way Area or part thereof. Any dispute as to whether the costs exceed those generally applicable in other comparable jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 14;

- (d) 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 Right of Way Area, 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 create or increase any Risk or Hazard;
- (e) 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;
- (f) the Grantor will not carry out blasting or aerial logging operations on or near the Right of Way Area without prior written permission from Hydro, in its sole discretion;
- (g) 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, in its sole determination, provided that nothing in this subsection is intended to prevent safe temporary parking of vehicles;
- (h) 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;
- (i) the Grantor will not use, or authorize the use of the Right of Way Area for fuelling any vehicle or equipment;
- (j) the Grantor will not do or authorize any act or thing that injures or endangers the Works;

- (k) the Grantor will not use or authorize the use of the Right of Way Area for any purpose that would create a Risk or Hazard or would interfere with Hydro's exercise of rights under this Agreement;
- (l) the Grantor will not close an Access Area, or portion thereof, without the consent of Hydro; and
- (m) subject to Section 4.1(b) and except as specifically provided for in this Agreement, the Grantor will not assess any fee, charge, toll, levy or expense on or in connection with the rights herein granted.

10.0 COMPENSATION FOR DAMAGE

- 10.1 If, contrary to the terms of this Agreement, Hydro or its contractors, damage any structures, buildings, fixtures, improvements, chattels, crops, merchantable timber, livestock, drains, ditches, culverts, fences, or Access Areas, and such damage or contamination is not caused as a result of the Grantor's breach of the terms of this Agreement or the negligence or wilful act of the Grantor or its contractors, agents or permittees or those for whom it is responsible in law, then Hydro will, within a reasonable period of time:
- (a) 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 but will otherwise have no liability or responsibility for any maintenance or repair of Access Areas;
 - (b) remediate any other kind of damage or contamination; or
 - (c) where it is not practical to repair or remediate, compensate the Grantor, or if appropriate, a person in the affected area who suffers any loss as a result of the damage or contamination, to the extent that such damage or contamination was caused by Hydro.
- 10.2 Compensation paid to the Grantor for merchantable timber pursuant to section 10.1 will be calculated in accordance with generally accepted principles of timber valuation and on payment, ownership of any timber cut on the Lands under this Agreement will vest in Hydro. At the Grantor's request, the Grantor may retain ownership of any merchantable timber cut on the Lands instead of receiving compensation for the timber.

11.0 OBLIGATION RESPECTING THIRD PARTY CLAIMS

- 11.1 On written notice and unless prohibited by provincial legislation or its tariff, Hydro will indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings brought against the Grantor by any third party by reason of or arising out of:
- (a) any breach, violation or non-performance by Hydro of its covenants, conditions or obligations under this Agreement; or
 - (b) any negligent act or omission on the part of Hydro in relation to its Works,

but only to the extent such matter is found to be the responsibility of Hydro and was not contributed to by:

- (i) the negligence of; or
- (ii) the breach, violation, or non-performance of this Agreement

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*.

12.0 DEFAULTS AND END OF AGREEMENT

- 12.1 The rights granted under this Agreement are for so long as required and will terminate, without compensation to Hydro, when Hydro no longer requires the Right of Way Area for its undertaking and Hydro gives 90 days written notice of termination to the Grantor.
- 12.2 If Hydro fails to perform any of its obligations under this Agreement, the Grantor may deliver a default notice to Hydro. If the default is capable of being cured within 90 days of delivery of the default notice, Hydro will promptly commence to cure the default with all due diligence to completion.
- 12.3 If the default is not reasonably capable of being cured within 90 days of delivery of the default notice, then Hydro will still promptly commence to cure the default with all due diligence to completion. Hydro will, in this case, request the Grantor to approve a further period beyond the 90 days to cure the default.
- 12.4 If Hydro fails to commence and continue with all due diligence to cure the default, then without relieving Hydro of its obligations under this Agreement and without limiting any other right of the Grantor hereunder, the Grantor, after notice to Hydro, may undertake the performance of any necessary work in order to cure the default of Hydro. Having commenced such work, the Grantor has no obligation to complete such work.
- 12.5 All remedies of a party, whether existing under this Agreement or at law, may be exercised at the same time. Any action taken for one default does not prevent any action being taken for any other default.
- 12.6 The Grantor has no right to terminate this Agreement for default.

13.0 ACCESS TO THE RIGHT OF WAY AREA AFTER AGREEMENT ENDS

- 13.1 Hydro is entitled to access the Right of Way Area after this Agreement ends at reasonable times and on such reasonable conditions as may be specified by the Grantor, and only to perform any of its obligations that survive the ending of this Agreement.
- 13.2 This Article survives the ending of this Agreement.

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 and agreed upon by the parties;
- (c) if the dispute is not resolved within 60 days of the notice to mediate under subsection (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia; and
- (d) if the parties do not commence arbitration within 60 days of the notice to mediate under sub-section (b), then any party may refer the matter to a court of competent jurisdiction.

14.2 It is not incompatible with this Article 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 Subject to Section 15.2, this Agreement runs with and binds the Right of Way Area to the extent necessary to give full force and effect to this Agreement.

15.2 The parties acknowledge that the covenants in subsections 9.1(b) and (c) relate to the powers of K'ómoks as a government. If K'ómoks transfers all or any portion of the Right of Way Area:

- (a) it will continue to be bound directly to Hydro in respect of those covenants that involve its governmental powers, notwithstanding the transfer; and
- (b) the transferee will have no liability in respect of those covenants that can only be exercised by K'ómoks as a government.

15.3 Hydro will be entitled to enforce the covenants described in Section 15.2 directly against K'ómoks without additional consideration and without an amendment 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 address for that party in the

General Instrument – Part 1, or to a current email or other electronic address used for such purposes and notified by that party to the other party.

- 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, by courier, or by email, on the next business day; or
- (b) 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 party may change their address, and specify an email address by which they may be notified, by giving notice to the other parties 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. Wherever consent or permission is required under this Agreement, such consent or permission will not be unreasonably delayed, conditioned or withheld.

- 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 assigns.

- 17.4 From and after the date of this Agreement, Hydro will not licence or authorize a third party to attach its works to the Works on the Right of Way Area unless the third party has first obtained consent from the Grantor for such attachment and provided a copy of such consent to Hydro.

- 17.5 For greater certainty, a licence granted by Hydro pursuant to section 17.4 will not grant the licensee the right to use or occupy the Right of Way Area, and the third party will be solely responsible for obtaining its own tenure to the Right of Way Area. Hydro will make reasonable efforts to work with the Grantor to address any third party whose works are attached to the Works without the Grantor's permission, but Hydro will have no obligation to remove the works of any third party who has attached its works to the Works, either before or after the date of this Agreement:

- (a) without the required consent from the Grantor; or
- (b) whose consent has expired or been revoked.

- 17.6 The Grantor may appoint a delegate to provide Hydro with all commentary, authorizations and approvals required pursuant to this Agreement.
- 17.7 Except where this Agreement expressly provides otherwise, nothing in this Agreement will be interpreted or construed to limit or restrict any rights or obligations that Hydro may have under applicable laws.
- 17.8 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that Hydro, as a Public Utility, may have as set out under the K'ómoks Treaty.
- 17.9 Except as hereinafter specifically provided Hydro retains ownership for all existing Works and Works that it constructs, places or installs on the Right of Way Area, including any underground Works. The Works shall not form part of the freehold regardless of the degree to which they are affixed or attached to the Right of Way Area, and regardless of any damage that may be caused by their removal. Notwithstanding the foregoing, title will pass to the Grantor for Works that:
- (a) Hydro has abandoned with the consent of the Grantor pursuant to section 8.1; or
 - (b) Hydro has forfeited to the Grantor pursuant to section 8.2.
- 17.10 There are no representations, warranties, terms, conditions, undertakings or collateral agreements, either express or implied, between the parties, other than as expressly set forth in this Agreement and in the K'ómoks Treaty, which together supersede all prior understandings, communications and agreements between the parties with respect to the subject matter hereof.
- 17.11 This Agreement may not be modified or amended, nor any provision waived, discharged or terminated, except by an instrument in writing signed by the parties.
- 17.12 The parties agree that Hydro will only pay compensation for interference with or damage to the Lands pursuant to this Agreement as provided under section 6.6 and Article 10.0.

18.0 INTERPRETATION

- 18.1 In this Agreement:
- (a) capitalized terms in this Agreement have the meanings given in Article 1 (Definitions);
 - (b) all attached schedules form an integral part of this Agreement, including any schedule attached to the General Instrument – Part 1;
 - (c) 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;
 - (d) a reference to “party” or “parties” in this Agreement is a reference to the Grantor or Hydro, or both, as the context requires;

- (e) the words “include”, “includes”, and “including”, are to be read as if they are followed by the phrase “without limitation”;
- (f) 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;
- (g) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender, body politic and a corporation;
- (h) any reference to a statute means that statute and any regulations made under it, all as amended or replaced from time to time; and
- (i) any reference to an Article, Section, subsection, paragraph or subparagraph means the appropriate part of this Agreement, which for ease of reference is illustrated as follows:

1.00 Article;

1.1 Section;

(a) subsection;

(i) paragraph; and

(A) subparagraph.

[ATTACH PLAN]

End of Set

**G-3: Public Utilities: BC Hydro Statutory Right of Way Agreement –
Ancillary**

TERMS OF INSTRUMENT - PART 2**ANCILLARY RIGHTS STATUTORY RIGHT OF WAY AGREEMENT****WHEREAS:**

- A. K'ómoks, Canada and British Columbia have entered into the K'ómoks Treaty;
- B. In accordance with the K'ómoks Treaty, the Grantor wishes to provide the grants to Hydro with respect to the Lands as herein provided; and
- C. The statutory rights of way herein granted are necessary for the operation and maintenance of Hydro's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the promises and 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 The following capitalized terms will have the following meanings, respectively, in this Agreement:
 - (a) **"Access Areas"** means roads, lanes, trails, bridges and helicopter landing pads on the Lands from time to time, including:
 - (i) any roads, lanes, trails, bridges and helicopter pads constructed pursuant to paragraph 2.1(e); and
 - (ii) any related surface, ditching, drainage and road bed;
 - (b) **"Agreement"** means the General Instrument – Part 1, the Terms of Instrument – Part 2, and all schedules attached to either of them;
 - (c) **"Artifact or Feature"** means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;
 - (d) **"Effective Date"** has the meaning set out in the K'ómoks Treaty;
 - (e) **"Environment"** means the components of air and earth and include:
 - (i) air, lands and water;
 - (ii) all layers of the atmosphere;
 - (iii) all organic and inorganic matter and living organisms; and

- (iv) the interacting natural systems that include the components listed in paragraphs (i), (ii) and (iii) above;
- (f) **“Fish Bearing Stream”** means a body of fresh water, either flowing or still, that is wetted at some or all points of the year that contains or supports fish through some or all parts of their life cycle;
- (g) **“Grantor”** means the transferor in Item 5 of the General Instrument – Part 1;
- (h) **“Hydro”** means the person named as the transferee in Item 6 of the General Instrument – Part 1;
- (i) **“Lands”** means the land described in Item 2 of the General Instrument – Part 1; [NTD: Once the parcel boundaries of the treaty lands have been confirmed, Hydro will confirm whether this Agreement is required for each individual parcel, and where the ancillary rights are only required over a portion of the parcel, Hydro will agree to limit the application of these rights to an area shown on a sketch to be attached, which will be agreed upon by Hydro and K'ómoks]
- (j) **“K'ómoks Treaty”** means the treaty among the Grantor, Canada, and British Columbia;
- (k) **“Risk or Hazard”** means something existing or threatened, including an emergency, that Hydro, acting reasonably, determines could be or could cause:
 - (i) an interference, disturbance or threat to the Works, including the safety and security of the Works;
 - (ii) a disruption of service from the Works to any customer of Hydro; or
 - (iii) a hazard to persons or property in relation to the Works; and
- (l) **“Works”** means all things and components, whether located on the Lands or not, 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 right or obligation on the part of Hydro under this Agreement, any reference to Hydro includes, to the extent reasonably applicable, its employees, representatives, agents, contractors, sub-contractors, invitees, licensees, and those for

whom it is responsible in law. For greater certainty, Hydro remains fully liable for all of its obligations in this Agreement despite the exercise of any such right by such other persons.

2.0 GRANT OF RIGHT OF WAY

2.1 The Grantor grants to Hydro, for so long as required, the right over the Lands to:

- (a) enter, inspect, pass and repass, with or without vehicles, machinery, material or equipment, of any kind or description, as reasonably required by Hydro;
- (b) maintain, repair, rebuild, and replace any Access Areas, to such extent as may reasonably be required by Hydro for the purposes of this Agreement, provided Hydro gives the Grantor written notice before effecting any material change to an Access Area under this paragraph, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible;
- (c) install, maintain and use gates in any fences that are necessary for access, provided that both the Grantor and Hydro have keys for any lock, or locks are installed in a series to allow for access by both Hydro and the Grantor;
- (d) with prior notice to the Grantor, cut trees and vegetation that might pose a Risk or Hazard, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible;
- (e) if there are no suitable and available Access Areas, construct a new Access Area, subject to approval of a work plan by the Grantor pursuant to the requirements in Article 5.0, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as reasonably possible and then, if requested by the Grantor, Hydro will make reasonable efforts to restore the affected area to its previous condition and compensate for any remaining damage;
- (f) undertake works or other appropriate measures, including the removal of any obstruction or structure, to protect the Works from a Risk or Hazard, subject to approval of a work plan by the Grantor pursuant to the requirements in Article 5, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible; and
- (g) do all things necessary or incidental to the undertakings of Hydro in connection with the above, including investigative studies and related work to ensure compliance with applicable government or regulatory requirements in relation to the rights in this Agreement.

2.2 The rights granted under this Agreement are for so long as required and will terminate, without compensation to Hydro, when Hydro no longer requires the rights under this Agreement for its undertaking and Hydro gives 90 days written notice of termination to the Grantor.

3.0 GRANTOR'S COVENANTS

3.1 The Grantor covenants with Hydro that:

- (a) it will not close an Access Area, or portion thereof, unless the Grantor has given Hydro notice of the Grantor's intention to close the Access Area, and
 - (i) Hydro has given notice that it has, in its sole discretion, reasonable alternate access to the Works; or
 - (ii) the Grantor has completed construction of another Access Area, at its sole cost and expense, that will provide reasonable alternate access to Hydro's Works, in the sole discretion of Hydro;
- (b) if the Grantor passes and attempts to enforce against Hydro any by-law, law, regulation, standard or requirement in relation to its rights or obligations under this Agreement, that is in excess of or more onerous than any applicable federal or provincial law, regulation, standard or requirement, and which results in greater costs than Hydro would otherwise incur in other reasonably comparable jurisdictions in British Columbia, then the Grantor will indemnify and hold harmless Hydro from and against any resulting additional costs. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 7;
- (c) if the Grantor requires Hydro to pay any taxes, levies, charges or assessments with respect to the Lands, the Works, or its other property, that are in excess of what Hydro would have been required to pay if the said taxes, levies, charges or assessments had been reasonably comparable to those generally applicable in other jurisdictions in British Columbia, then the Grantor will indemnify and save harmless Hydro from and against such additional cost. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other comparable jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 7;
- (d) the Grantor will not use or authorize the use of the Lands, including the construction of any improvements, that would create a Risk or Hazard or would interfere with Hydro's exercise of rights under this Agreement; and
- (e) except as specifically provided for in this Agreement, the Grantor will not assess any fee, charge, toll, levy or expense on or in connection with the rights herein granted.

4.0 HYDRO'S COVENANTS

4.1 Hydro will:

- (a) if, contrary to the terms of this Agreement, Hydro or its contractors, damage any structures, buildings, fixtures, improvements, chattels, crops, merchantable timber, livestock, drains, ditches, culverts, fences, or Access Areas, and such damage or contamination is not caused as a result of the Grantor's breach of the terms of this Agreement or the negligence or wilful act of the Grantor or its contractors, agents or permittees or those for whom it is responsible in law, then Hydro will, within a reasonable period of time:
 - (i) 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 but will otherwise have no liability or responsibility for any maintenance or repair of Access Areas;
 - (ii) remediate any other kind of damage or contamination; or
 - (iii) where it is not practical to repair or remediate, compensate the Grantor, or if appropriate, a person in the affected area who suffers any loss as a result of the damage or contamination, to the extent that such damage or contamination was caused by Hydro, provided that compensation paid to the Grantor for merchantable timber pursuant to this sub-section will be calculated in accordance with generally accepted principles of timber valuation and, on payment, ownership of any timber under this Agreement will vest in Hydro and, at the Grantor's request, the Grantor may retain ownership of any merchantable timber cut on the Lands instead of receiving compensation for the timber;
- (b) undertake activities permitted under this Agreement having regard for the impact on the Environment, and take prudent measures to minimize any danger or disruption to the Environment;
- (c) if Hydro unearths or discovers any Artifact or Feature on the Right of Way Area, and there is no previously agreed upon mitigation or management plan with K'ómoks:
 - (i) promptly notify K'ómoks;
 - (ii) immediately cease any further activity that could affect the Artifact or Feature;
 - (iii) take reasonable measures to protect the Artifact or Feature; and
 - (iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a K'ómoks' cultural heritage policy;

- (d) 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 by Hydro of such Lands, provided that Hydro has no obligation to keep any portion of the Lands suitable for use by anyone except Hydro;
- (e) not remove any merchantable timber from the Lands, except in compliance with any applicable laws and with the prior approval of the Grantor; and
- (f) 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 Hydro's use of the Lands and which Hydro is liable to pay;
- (g) notify the Grantor in writing if it no longer requires all or a portion of an Access Area that it has improved pursuant to subsection 2.1(e), and:
 - (i) will meet with the Grantor to discuss decommissioning the road;
 - (ii) the Grantor will have six months after the meeting to notify Hydro in writing that Hydro must decommission the Access Area, in which case Hydro will decommission the Access Area and restore it to a condition as close as reasonably possible to the condition that existing prior to such improvement; and
 - (iii) if Hydro is not required to remove the Access Area, they will have no further liability for its condition, use, maintenance or repair; and
- (h) provide written notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible, prior to:
 - (i) constructing drainage works;
 - (ii) undertaking works to maintain slope stability; or
 - (iii) undertaking work within a Fish Bearing Stream,

within the Lands, and, subject to its regulatory obligations, will give reasonable consideration to any concerns raised by the Grantor with respect to the proposed work.

5.0 WORK PLANS

- 5.1 Except in the case of an emergency or imminent Risk or Hazard, Hydro will provide to the Grantor a written work plan before:
 - (a) constructing any Access Areas pursuant to subsection 2.1(e); or
 - (b) undertaking works or other measures to avoid a Risk or Hazard pursuant to subsection 2.1(f).

- 5.2 The Grantor will provide comments in writing to Hydro no more than 60 days after the delivery of a work plan to the Grantor pursuant to Section 5.1. Hydro will make reasonable efforts to accommodate any suggestions or requests made by the Grantor, taking into account potential loss of productive capacity, with the goal of reaching agreement on a work plan within 90 days of delivery of a work plan to the Grantor. If no comments are received, Hydro may proceed with the work.
- 5.3 The Grantor will act reasonably in providing comments on a work plan, including taking into consideration the effects and benefits of the proposed work, the cost of the proposed work compared to the cost of alternate solutions, and any risks that may be associated with not undertaking the work, and Hydro will act reasonably in responding to such comments.
- 5.4 If the parties are not able to reach agreement on a work plan within 90 days of delivery of a work plan to the Grantor, either party may refer the matter to dispute resolution under Article 7.
- 5.5 In the event of an emergency or imminent Risk or Hazard, Hydro may immediately undertake work and take such steps on the Lands as are reasonably required in order to protect the Works or persons or property that may be at risk, and in that event Hydro will as soon as reasonably possible notify the Grantor.
- 5.6 Hydro will, upon request, pay compensation to the Grantor for any loss or damage to the affected property resulting from any error, negligence or omission in the implementation of the work plan, on the same basis as Hydro would compensate other parties suffering comparable loss or damage. If Hydro disputes that it has an obligation to pay compensation or disputes the amount claimed, the dispute may be referred to dispute resolution under Article 7 by any of the parties.

6.0 MUTUAL COVENANTS

- 6.1 The parties mutually promise and agree as follows:
- (a) this Agreement will run with the Lands and will bind all present and subsequent owners of the Lands;
 - (b) this Agreement will in no way abrogate from or affect any rights, powers or privileges which Hydro may have under any other agreement registered against the title to the Lands or under any federal, provincial or local legislation;
 - (c) no compensation will be payable for any matter for which Hydro has fulfilled its obligations to repair under subsection 4.1(a); and
 - (d) failure to enforce any covenant or restriction contained in this Agreement for a breach or violation of any covenant or right contained in this Agreement will not constitute a waiver, in whole or in part, of any of the injured party's rights or remedies.

7.0 DISPUTE RESOLUTION

7.1 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 agreed upon by the parties;
- (c) if the dispute is not resolved within 60 days of the notice to mediate under subsection (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia; and
- (d) if the parties do not commence arbitration within 60 days of the notice to mediate under sub-section (b), then any party may refer the matter to a court of competent jurisdiction.

7.2 It is not incompatible with this Article 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.

8.0 GENERAL

8.1 The expressions “Grantor” and “Hydro” include their respective heirs, executors, administrators, successors and assigns.

8.2 If the Grantor is more than one person, every covenant and agreement by the Grantor will be joint and several.

8.3 Words in one gender include all genders and words in the singular include the plural.

8.4 If any provision of this Agreement is found to be partially or wholly illegal or unenforceable, then that provision or portion thereof will be considered to be separate and severable from this Agreement and the remaining provisions will be unaffected and will remain enforceable to the fullest extent permitted by law as though the illegal or unenforceable provision or portion thereof had never been included in this Agreement.

8.5 This Agreement will not entitle Hydro to exclusive possession of the Lands and the Grantor reserves the right to grant other dispositions of any part of the 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.

8.6 The parties acknowledge that the covenants in subsections 3.1(b) and (c) relate to the powers of K'ómoks as a government. If K'ómoks transfers all or any portion of the Lands:

- (a) it will continue to be bound directly to Hydro in respect of those covenants that involve its governmental powers, notwithstanding the transfer; and
 - (b) the transferee will have no liability in respect of those covenants that can only be exercised by K'ómoks as a government.
- 8.7 Hydro will be entitled to enforce the covenants described in Sections 3.1(b) and 3.1(c) directly against K'ómoks without additional consideration and without an amendment to this Agreement.
- 8.8 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 address for that party in the General Instrument – Part 1, or to a current email or other electronic address used for such purposes and notified by that party to the other party.
- 8.9 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, by courier, or by email, on the next business day; or
 - (b) 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.
- 8.10 A party may change their address, and specify an email address by which they may be notified, by giving notice to the other parties in accordance with this provision.
- 8.11 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. Wherever consent or permission is required under this Agreement, such consent or permission will not be unreasonably delayed, conditioned or withheld.
- 8.12 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.
- 8.13 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 assigns.
- 8.14 The Grantor may appoint a delegate to provide Hydro with all commentary, authorizations and approvals required pursuant to this Agreement.
- 8.15 Except where this Agreement expressly provides otherwise, nothing in this Agreement will be interpreted or construed to limit or restrict any rights or obligations that Hydro may have under applicable laws.

- 8.16 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that Hydro, as a Public Utility, may have as set out under the K'ómoks Treaty.
- 8.17 There are no representations, warranties, terms, conditions, undertakings or collateral agreements, either express or implied, between the parties, other than as expressly set forth in this Agreement and in the K'ómoks Treaty, which together supersede all prior understandings, communications and agreements between the parties with respect to the subject matter hereof.
- 8.18 This Agreement may not be modified or amended, nor any provision waived, discharged or terminated, except by an instrument in writing signed by the parties.
- 8.19 The parties agree that Hydro will only pay compensation for interference with or damage to the Lands pursuant to this Agreement as provided under subsections 2.1(e) and 4.1(a) and section 5.6.

9.0 INTERPRETATION

9.1 In this Agreement:

- (a) capitalized terms in this Agreement have the meanings given in Article 1 (Definitions);
- (b) all attached schedules form an integral part of this Agreement, including any schedule attached to the General Instrument – Part 1;
- (c) 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;
- (d) a reference to “party” or “parties” in this Agreement is a reference to the Grantor or Hydro, or both, as the context requires;
- (e) the words “include”, “includes”, and “including”, are to be read as if they are followed by the phrase “without limitation”;
- (f) 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;
- (g) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender, body politic and a corporation;
- (h) any reference to a statute means that statute and any regulations made under it, all as amended or replaced from time to time; and

- (i) any reference to an Article, Section, subsection, paragraph or subparagraph means the appropriate part of this Agreement, which for ease of reference is illustrated as follows:

- 1.00 Article;
 1.1 Section;
 (a) subsection;
 (i) paragraph; and
 (A) subparagraph.

10.0 _____ FIRST NATION REGISTRY [NTD: Insert this article where the SRW applies to parcels not registered in LTO; revisit after reviewing FN Land and Land Registry Laws. To be deleted for lands registered in the LTO.]

10.1 The parties will file this Agreement for registration in the _____ Registry. The parties will cooperate in preparing, executing and delivering any forms, documents or plans required to accomplish the registration of this Agreement and to preserve the substance and priority of this Agreement.

10.2 This Agreement will be registered in the _____ Registry as a first charge ranking ahead of all other charges, other than the charges granted on the Effective Date in favour of the Grantor.

10.3 The Grantor will give notice of this Agreement to third parties who seek information from the Grantor about existing charges affecting the Lands, or who seek to acquire interests in the Lands from the Grantor after the Effective Date, and to advise such third parties of the priority that this Agreement has over any interests granted or created in the Lands after the Effective Date.

10.4 If the Grantor intends to register a certificate of indefeasible title in respect of any portion of the Lands, it will:

- (a) Give notice to Hydro;
- (b) Execute and deliver in favour of Hydro a new or amended Section 218 Right of Way Agreement, prepared by Hydro at their expense, registrable against that portion of the Lands that will be registered in the provincial Land Title Office; and
- (c) Deposit in the provincial Land Title Office the fully executed Section 218 Right of Way Agreement prepared pursuant to this section, concurrently with any application for a certificate of indefeasible title to that portion of the Lands, so that it will be registered in priority to all charges other than those in favour of the _____ First Nation.

10.5 If certificates of indefeasible title are registered in the provincial Land Title Office in respect of any portion of the Lands, the parties agree that:

- (a) It will not be necessary to prepare, execute and file an amendment of the description of the Lands; and
- (b) This Agreement will continue in full force and effect with respect to all portion of the Lands for which certificates of indefeasible title have not been registered in the provincial Land Title Office.

END OF SET

**G-4: Public Utilities: FORTIS Statutory Right of Way Agreement –
Distribution Line**

TERMS OF INSTRUMENT - PART 2**DISTRIBUTION STATUTORY RIGHT OF WAY AGREEMENT****WHEREAS:**

- A. K'ómoks, Canada and British Columbia have entered into the K'ómoks Treaty;
- B. In accordance with the K'ómoks Treaty, the Grantor provides the grants, as herein provided, to FortisBC Energy Inc. ("FortisBC") with respect to the Lands as hereinafter defined; and
- C. The statutory rights of way herein granted are necessary for the construction, operation and maintenance of the undertaking of FortisBC.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and 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. DEFINITIONS**1.1 In this Agreement:**

- (a) **"Agreement"** means the General Instrument – Part 1, the Terms of Instrument – Part 2, and all schedules attached to either of them;
- (b) **"Artifact or Feature"** means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;
- (c) **"Effective Date"** has the meaning set out in the K'ómoks Treaty;
- (d) **"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 develop;
- (e) **"Fish Bearing Stream"** means a body of fresh water, either flowing or still, that is wetted at some or all points of the year that contains or supports fish through some or all parts of their life cycle;
- (f) **"FortisBC"** means the person named as the transferee in Item 6 of the General

Instrument – Part 1;

- (g) **“Grantor”** means the transferor in Item 5 of the General Instrument – Part 1;
- (h) **“Interested Party”** means a person who, in relation to a portion of the Lands to which consent is required under this Agreement:
 - (i) is shown in the records of the Land Title Office as having a right of exclusive possession to such portion of the Lands; or
 - (ii) is identified in a notice in writing by the Grantor to FortisBC, as appropriate, within ten days of receiving any application from either of them, as a person with the right to give consent as provided under this Agreement in place of the Grantor;
- (i) **“K'ómoks Treaty”** means the treaty ratified by each of K'ómoks, Canada and British Columbia;
- (j) **“Lands”** means the lands described in Item 2 of the General Instrument – Part 1;
- (k) **“Right of Way Area”** has the meaning set out in Section 3.1;
- (l) **“Risk or Hazard”** means something that FortisBC, acting reasonably, determines is causing or could cause:
 - (i) an interference, disturbance or threat to the Works, including without limitation the safety or security of the Works;
 - (ii) a disruption of service from the Works to any customer of FortisBC; or
 - (iii) a hazard to persons or property in relation to the Works;
- (m) **“Roads”** means any roads, lanes, trails, bridges, or helicopter landing pads, existing from time to time on or through the Lands; and
- (n) **“Works”** means one or more underground pipelines of any kind or dimension with any aboveground 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), for the distribution and transmission of natural and artificial gas and other gaseous or liquid hydrocarbons or any product or by-product thereof for the purposes of the operation and maintenance of the undertaking of FortisBC wherever located.

- 1.2 With respect to any right or obligation on the part of FortisBC to the extent reasonably applicable, their respective employees, representatives, agents, contractors, sub-contractors, invitees, licensees, and those for whom FortisBC is responsible in law. For greater certainty, FortisBC remains fully liable for all of its obligations in this Agreement despite the exercise of any such right by such other persons.

2. GRANT OF RIGHT OF WAY

2.1 The Grantor grants FortisBC, for so long as required, the uninterrupted right, liberty and right of way, at any time, to:

- (a) to enter on, be within, go over, pass and repass through, under and across the Lands, with or without vehicles, personal property and equipment to:
 - (i) carry out surveys, tests and examinations and excavate for, construct, install, erect, bury, abandon, replace, extend, upgrade, operate, inspect, maintain, alter, remove and repair the Works on, over, in, under, across and through the Right of Way Area;
 - (ii) use such of the Lands as may be reasonably required by FortisBC immediately adjacent to either side of the Right of Way Area in connection with the construction, repair or replacement of the Works;
 - (iii) use such of the Lands as may be reasonably required by FortisBC for ingress and egress to and from the Right of Way Area with vehicles, supplies and equipment for all purposes useful or convenient with or incidental to the rights herein granted to FortisBC;
 - (iv) clear and keep the Right of Way Area cleared of all or any part of any obstruction, improvement or other matter, because of a Risk or Hazard;
 - (v) clear and keep the Right of Way Area cleared (including pruning or removal) of any vegetation, including trees;
 - (vi) with prior notice to the Grantor, clear such Lands immediately adjacent to either side of the Right of Way Area and keep it cleared (including removal or pruning) of any trees which may in FortisBC's reasonable opinion pose a risk or hazard to the Works;
 - (vii) conduct vegetation management, which may include the application of herbicides, provided FortisBC:
 - (A) obtains the consent of the Grantor, such consent not to be unreasonably withheld; and
 - (B) does not conduct any aerial application of herbicides on the Lands;
- (b) use the Lands as follows:
 - (i) use, maintain, repair, rebuild, and replace any Roads, to such extent as may reasonably be required by FortisBC in relation to this Agreement;
 - (ii) if there are no suitable and available Roads, construct a new road, lane,

trail, bridge, or helicopter landing pad, providing FortisBC has proceeded in accordance with the requirements of Article 6;

- (iii) undertake works or take steps to protect any Works located within the Lands, or to protect persons or property that may be at risk from such Works, FortisBC has proceeded in accordance with the requirements of Article 6; and
- (c) generally, do all such other acts or things as may reasonably be necessary or incidental to the business of FortisBC in connection with any of the foregoing, or because of a Risk or Hazard, including investigative studies and related work to ensure compliance with the applicable government or regulatory requirements in relation to the rights in this Agreement.

3. RIGHT OF WAY AREA

3.1 The Right of Way Area includes:

- (a) all those portions of the Lands within six (6) metres of the centre alignment of:
 - (i) any Works existing as of the date of this Agreement;
 - (ii) any additional Works constructed after the date of this Agreement adjacent to, under, along the sides of or across any Roads; and
 - (iii) any additional Works that provide service to any Lands adjacent to any Roads;
- (b) any 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; and
- (c) any other portion of the Lands as may from time to time be consented to in writing by an Interested Party.

3.2 Before extending any new Works pursuant to paragraph 3.1(a)(ii), FortisBC must provide reasonable notice to the Grantor of the proposed location of such Works and must give reasonable consideration, subject to their respective regulatory obligations, to any request by the Grantor to modify the proposed location due to actual or potential conflicts with the Grantor's plans.

3.3 Prior to the date of this Agreement, FortisBC will provide a sketch showing the approximate location of the Works as of the date of the sketch. FortisBC will provide the Grantor on request with an updated sketch of the Works, if the Works have been extended in the previous calendar year. All of the terms and conditions of this Agreement will apply to the new Works and the related area of the Lands.

3.4 Nothing in this Article 3 is intended to affect the rights of FortisBC to make arrangements directly with a person in legal possession of any lands for the construction, operation and

maintenance of any Works and all matters incidental thereto.

4. NON-EXCLUSIVE USE

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

5. COVENANTS OF FORTISBC

- 5.1 FortisBC covenants with the Grantor to:

- (a) pay and discharge when due all applicable taxes, levies, charges and assessments from time to time lawfully assessed, levied or charged to the account of FortisBC, as the case may be, which relate to the Works or the Right of Way Area and which FortisBC is liable to pay;
- (b) keep the portions of the Lands used by FortisBC under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation by FortisBC of such Lands, provided that FortisBC have no obligation to keep any portion of the Lands suitable for use by anyone except FortisBC;
- (c) bury and maintain all underground Works as may be required so as not to unduly interfere with the drainage of the Lands;
- (d) undertake activities permitted under this Agreement having regard for the impact on the Environment and take prudent measures to minimize any danger or disruption to the Environment;
- (e) if FortisBC unearths or discovers any Artifact or Feature on the Right of Way Area, and there is no previously agreed upon mitigation or management plan with K'ómoks:
 - (i) promptly notify K'ómoks;
 - (ii) immediately cease any further activity that could affect the Artifact or Feature;
 - (iii) take reasonable measures to protect the Artifact or Feature; and
 - (iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a K'ómoks' Cultural Heritage Policy;
- (f) not remove any merchantable timber from the Lands, except in compliance with any applicable laws and with the prior approval of the Grantor;

- (g) not bury debris or rubbish of any kind on the Lands in excavations or backfill, and will remove shoring and similar temporary structures as backfilling proceeds;
- (h) 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 to the Grantor, except to the extent required by FortisBC, acting reasonably, to exercise the rights granted under this Agreement; and
- (i) provide written notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as possible, prior to:
 - (i) constructing drainage works;
 - (ii) undertaking works to maintain slope stability; or
 - (iii) undertaking work within a Fish Bearing Stream,within the Lands, and, subject to its regulatory obligations, will give reasonable consideration to any concerns raised by the Grantor with respect to the proposed work.

6. WORK PLANS

- 6.1 Except in the case of an emergency or imminent Risk or Hazard, FortisBC will provide to the Grantor a written work plan before:
 - (a) constructing a new Road pursuant to paragraph 2.1(b)(ii); or
 - (b) undertaking any works pursuant to paragraph 2.1(b)(iii).
- 6.2 The Grantor will provide comments in writing to FortisBC, as appropriate, no more than 60 days after delivery of a work plan to the Grantor pursuant to Section 6.1. FortisBC will make reasonable efforts to accommodate any suggestions or requests made by the Grantor with the goal of reaching agreement on a work plan within 90 days of delivery of a work plan to the Grantor (the "Comment Period"). Within 76 to 83 days of delivery of a work plan to the Grantor, FortisBC will send a written notification to the Grantor reminding the Grantor of the upcoming expiry of the Comment Period. If no comments are received during the Comment Period, then the Grantor is deemed to approve the work plan and FortisBC may proceed with the work.
- 6.3 The Grantor will act reasonably in providing comments on a work plan, including taking into consideration the effects and benefits of the proposed work, the cost of the proposed work compared to the cost of alternate solutions, and any risks that may be associated with not undertaking the work.

- 6.4 If the parties are not able to reach agreement on a work plan within 90 days of delivery of a work plan to the Grantor, either party may refer the matter to dispute resolution under Article 15.
- 6.5 In the event of an emergency or imminent Risk or Hazard, FortisBC may immediately undertake work and take such steps on the Lands as are reasonably required in order to protect the Works or persons or property that may be at risk, and in that event FortisBC will as soon as reasonably possible notify the Grantor.
- 6.6 FortisBC will, upon request, pay compensation to the Grantor for any loss or damage to the affected property resulting from any error, negligence or omission in the implementation of a work plan, on the same basis as FortisBC would compensate other parties suffering comparable loss or damage. If FortisBC disputes that it has an obligation to pay compensation, or disputes the amount claimed, the dispute may be referred to dispute resolution under Article 15 by any of the parties.

7. RELOCATION OF WORKS AT THE REQUEST OF THE GRANTOR

- 7.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, FortisBC will relocate any Works in the Right of Way Area to a new location on the Lands, provided:
- (a) the new location is, in the reasonable opinion of FortisBC, suitable for use for the relocated Works considering construction, maintenance and operation, safety, and cost factors;
 - (b) the Grantor gives FortisBC reasonable notice, taking into consideration the time reasonably required 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 FortisBC, with appropriate adjustments based on actuals, after the relocation is complete; and
 - (d) the relocated FortisBC Works will be subject to the terms and conditions of this Agreement.

8. RESTORATION

- 8.1 When all or any portion of the Right of Way Area is no longer required for the Works, FortisBC will restore the ground surface of the affected portion of the Right of Way Area, as near as reasonably practicable to its condition prior to the installation of the Works.

9. REMOVAL OF WORKS

- 9.1 If FortisBC determines that the Works are no longer required under this Agreement, FortisBC may, with the consent of the Grantor, abandon such Works and, on a date

specified in the consent, all of their right, title, benefit and interest in such Works will be deemed to have been transferred to the Grantor. If the consent of the Grantor is not obtained within six months after the date of the expiration of this Agreement, FortisBC will remove the aboveground and underground Works as soon as reasonably possible in the circumstances.

- 9.2 FortisBC will notify the Grantor in writing if they no longer require any new Road constructed pursuant to paragraph 2.1(b)(ii) and will meet with the Grantor to discuss decommissioning of the Road. The Grantor will have six months after the meeting to notify FortisBC in writing that FortisBC must decommission the Road, in which case FortisBC will decommission the Road. If FortisBC are not required to remove a Road they will have no further liability for its condition, use, maintenance or repair.
- 9.3 FortisBC will remain liable for any environmental damage to the Lands arising from any of its below ground Works that remain on or in the Right of Way Area after the expiration of this Agreement, unless the Grantor uses or authorizes the use of the remaining below ground Works for any purpose, then FortisBC will not be liable for any environmental damage caused by such use or authorized use.
- 9.4 This Article will survive the expiration or any termination of this Agreement.

10. COVENANTS OF THE GRANTOR

- 10.1 The Grantor covenants that FortisBC will and may peaceably enjoy and hold their respective rights under this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any person lawfully claiming from or under the Grantor, provided that nothing in this Section 10.1 will limit the Grantor's right of inspection pursuant to Section 14.1.
- 10.2 If the Grantor attempts to enforce against FortisBC any by-law, law, regulation, standard or requirement in relation to the Works, or in relation to their rights or obligations under this Agreement, that is in excess of or more onerous than any applicable federal or provincial law, regulation, standard or requirement, and which results in greater costs than FortisBC would otherwise incur in other reasonably comparable jurisdictions in British Columbia, then the Grantor will indemnify and hold harmless FortisBC from and against any resulting additional costs. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 15.
- 10.3 If the Grantor requires FortisBC to pay any taxes, levies, charges or assessments with respect to the Right of Way Area, their respective Works, or other property of either of them, that are in excess of what FortisBC would have been required to pay if the said taxes, levies, charges or assessments had been reasonably comparable to those generally applicable in other jurisdictions in British Columbia, then the Grantor will indemnify and

save harmless FortisBC from and against such additional cost. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other comparable jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 15.

- 10.4 Without limitation to FortisBC's statutory and regulatory authorities, the Grantor will not, directly or indirectly, without the prior written permission of FortisBC:
- (a) 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 growth upon the Right of Way Area, if any such action or thing, in the reasonable opinion of FortisBC:
 - (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 FortisBC; or
 - (iii) may by its operation, use, maintenance or existence on the Right of Way Area create or increase any Risk or Hazard;
 - (b) authorize or carry out blasting or aerial logging operations on or near any portion of the Right of Way Area; or
 - (c) diminish or increase, or authorize anyone to 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.

11. COMPENSATION FOR DAMAGE

- 11.1 If, contrary to the terms of this Agreement, FortisBC damages any structures, buildings, fixtures, improvements, or chattels, or damage any crops, merchantable timber, livestock, drains, ditches, culverts, fences, or Roads on the Lands, or contaminate the Lands in the exercise of its vegetation management rights pursuant to Section 2.1, and such damage is not caused by the Grantor's breach of this Agreement or the negligence or wilful act of the Grantor or its contractors, agents or permittees, or those for whom it is responsible in law, then FortisBC will, within a reasonable period of time:
- (a) 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, but will otherwise have no liability or responsibility for any maintenance or repair of Roads;
 - (b) remediate any other kind of damage or contamination; or,

- (c) where it is not practical to repair or remediate, compensate the Grantor, or if appropriate, a person in the affected area who suffers any loss as a result of the damage or contamination, to the extent that such damage or contamination was caused by FortisBC.

- 11.2 Compensation paid to the Grantor for merchantable timber pursuant to Section 11.1 will be calculated in accordance with generally accepted principles of timber valuation and on payment, ownership of any timber cut on the Lands under this Agreement will vest in FortisBC. At the Grantor's request, the Grantor may retain ownership of any merchantable timber cut on the Lands instead of receiving compensation for the timber.

12. OBLIGATION RESPECTING THIRD PARTY CLAIMS

- 12.1 On written notice and unless prohibited by provincial legislation or its tariff, FortisBC 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 brought against the Grantor by any third party by reason of or arising out of:

- (a) any breach, violation or non-performance by FortisBC of any of FortisBC's covenants, conditions or obligations under this Agreement; or
- (b) any negligent act or omission on the part of FortisBC in relation to its Works, including:
 - (i) the construction, maintenance, operation or decommissioning of its Works; and
 - (ii) the exercise of its vegetation management rights pursuant to Section 2.1,

but only to the extent that any such matter was found to be the responsibility of FortisBC 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*.

13. FENCING

- 13.1 With the exception of metering equipment of any kind, FortisBC will not fence the Right of Way Area without the prior consent of the Grantor.

14. INSPECTION

- 14.1 The Grantor may, at its expense, at all reasonable times, visually inspect the Right of Way Area and the Works or carry out tests, surveys and inspections that do not interfere with the Works. If the Grantor requires access to any part of the Right of Way Area that has been fenced off or enclosed, the Grantor will notify FortisBC, who will provide such access as may be reasonably required by the Grantor and will notify the Grantor of any known safety hazards on site.

15. DISPUTE RESOLUTION

15.1 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 mutually agreed upon by the parties;
- (c) if the dispute is not resolved within 60 days of the notice to mediate under subsection **Error! Reference source not found.**, or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia;
- (d) the cost of mediation and the cost of arbitration (excluding each party's own costs and expenses for participating in the mediation or arbitration), as applicable, will be shared equally between the parties;
- (e) if the parties do not commence arbitration within 60 days of the notice to mediate under subsection (b), then any party may refer the matter to a court of competent jurisdiction.

15.2 It is not incompatible with this Article 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.

16. RUNS WITH THE LAND

16.1 Subject to Section 16.2, this Agreement runs with and binds the Lands to the extent necessary to give full force and effect to this Agreement.

16.2 The parties acknowledge that the covenants in Sections 10.2, 10.3 and 19.8 relate to the powers of K'ómoks as a government. If K'ómoks transfers all or any portion of the Lands:

- (a) it will continue to be bound directly to FortisBC in respect of those covenants that involve its governmental powers, notwithstanding the transfer; and
- (b) the transferee will be released from any liability in respect of those covenants that can only be exercised by K'ómoks as a government.

16.3 FortisBC will be entitled to enforce the covenants described in Section 16.2 directly against K'ómoks without additional consideration and without an amendment to this Agreement.

17. ASSIGNMENT

- 17.1 This Agreement may be transferred or assigned at any time by FortisBC, in whole or in part, without the consent of the Grantor.

18. NOTICE

- 18.1 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 address for that party in the General Instrument – Part 1, or to the most recent address provided by that party pursuant to Section 18.3.

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

- (a) if it was delivered personally, by courier, or by email, on the next business day; or
- (b) 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.

- 18.3 A party may change their address, and specify an email address by which they may be notified, by giving notice to the other parties in accordance with this provision.

19. GENERAL

- 19.1 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. Wherever consent or permission is required under this Agreement, such consent or permission will not be unreasonably delayed, conditioned or withheld.
- 19.2 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.
- 19.3 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 assigns.
- 19.4 From and after the date of this Agreement, FortisBC will not license or authorize a third party to attach its works to the Works on the Right of Way Area unless the third party has first obtained consent from the Grantor for such attachment and provided a copy of such consent to FortisBC.
- 19.5 For greater certainty, a licence granted by FortisBC pursuant to Section 19.4, will not grant the licensee the right to use or occupy the Right of Way Area, and the third party will be solely responsible for obtaining its own tenure to the Right of Way Area.

FortisBC will make reasonable efforts to work with the Grantor to address any third party whose works are attached to the Works without the Grantor's permission, but FortisBC will have no obligation to remove the works of any third party who has attached its works to the Works, either before or after the date of this Agreement:

- (a) without the required consent from the Grantor; or
 - (b) whose consent has expired or been revoked.
- 19.6 The Grantor may appoint a delegate to provide FortisBC with all commentary, authorizations and approvals required pursuant to this Agreement, including all commentary, authorizations or approvals required in relation to work plans.
- 19.7 This Agreement may not be amended except by written agreement signed by all parties to this Agreement.
- 19.8 Except where this Agreement expressly provides otherwise, nothing in this Agreement will be interpreted or construed to limit or restrict any rights or obligations that FortisBC may have under applicable laws, including laws relating to environment, archaeology and fish-bearing streams.
- 19.9 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that FortisBC may have as set out under the K'ómoks Treaty.
- 19.10 Subject to Section 9.1, FortisBC retains ownership for all existing Works and Works that it constructs, places or installs on the Right of Way Area. The Works shall not form part of the freehold regardless of the degree to which they are affixed or attached to the Right of Way Area, and regardless of any damage that may be caused by their removal.
- 19.11 K'ómoks will make reasonable efforts to notify FortisBC if it intends to apply for a certificate of indefeasible title in the provincial Land Title Office in respect of any lands that are to be added to the K'ómoks' treaty settlement lands after the Effective Date. The Grantor agrees to execute a new agreement affecting any additional lands that incorporates the same terms contained in this Agreement, at the request of FortisBC in order to extend these terms to any additional lands acquired by K'ómoks after the Effective Date that are or will become treaty settlement lands within the meaning of the K'ómoks Treaty. FortisBC will be responsible for the cost of preparing any documentation that may be necessary to amend the Agreement, or for the cost of a new agreement, and for the related costs of filing the document in the Land Title Office.
- 19.12 The parties agree that FortisBC will only pay compensation for interference with or damage to the Lands pursuant to this Agreement as provided under Section 6.6 and Article 11.

20. INTERPRETATION

20.1 In this Agreement:

- (a) all attached schedules form an integral part of this Agreement, including any

schedules attached to the General Instrument – Part 1;

- (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) reference to "party" or "parties" is a reference to the Grantor FortisBC as the context requires;
- (d) the words "include", "includes", and "including", are to be read as if they are followed by the phrase "without limitation";
- (e) 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;
- (f) any reference to a statute includes any regulations made pursuant to that statute and, unless otherwise expressly provided herein, includes a reference to all amendments made thereto and in force from time to time and any statute or regulation that may be passed which has the effect of supplementing or superseding that statute or those regulations;
- (g) any reference to an Article, Section, subsection, paragraph, or subparagraph means the appropriate part of this Agreement, which for ease of reference is illustrated as follows:
 - 1. Article;
 - 1.1 Section;
 - (a) subsection;
 - (i) paragraph; and
 - (A) subparagraph; and
- (h) any reference to "day" means a calendar day.

END OF DOCUMENT

**G-5: Public Utilities: FORTIS Statutory Right of Way Agreement –
Transmission Line**

TERMS OF INSTRUMENT – PART 2**TRANSMISSION STATUTORY RIGHT OF WAY AGREEMENT****WHEREAS:**

- A. K'ómoks, Canada and British Columbia have entered into the K'ómoks Treaty;
- B. In accordance with the K'ómoks Treaty, the Grantor provides the grants to FortisBC with respect to the Right of Way Area as herein provided; and
- C. The statutory rights of way herein granted are necessary for the construction, operation and maintenance of FortisBC's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and 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 The following capitalized terms will have the following meanings, respectively, in this Agreement:

- (a) **“Access Areas”** means any roads, lanes, trails, bridges and helicopter landing pads on the Lands (including any related surface, ditching, drainage and road bed):
 - (i) existing the date this Agreement is registered at the Land Title Registry;
 - (ii) constructed pursuant to subsection 2.1(h); or
 - (iii) otherwise authorized in writing by the Grantor;
- (b) **“Agreement”** means the General Instrument – Part 1, the Terms of Instrument – Part 2, and all schedules attached to either of them;
- (c) **“Artifact or Feature”** means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;
- (d) **“Environment”** means the components of air and earth and include:
 - (i) air, lands and water;
 - (ii) all layers of the atmosphere;
 - (iii) all organic and inorganic matter and living organisms; and
 - (iv) the interacting natural systems that include the components listed in paragraphs (i), (ii) and (iii) above;

- (e) **“Fish Bearing Stream”** means a body of fresh water, either flowing or still, that is wetted at some or all points of the year that contains or supports fish through some or all parts of their life cycle;
 - (f) **“Grantor”** means the Transferor in Item 5 of the General Instrument – Part 1;
 - (g) **“FortisBC”** means the person named as the Transferee in Item 6 of the General Instrument – Part 1;
 - (h) **“Lands”** means the land described in Item 2 of the General Instrument – Part 1;
 - (i) **“K'ómoks Treaty”** means the treaty among the Grantor, Canada, and British Columbia;
 - (j) **“Right of Way Area”** means the area shown in bold on the Plans referenced in the attached Schedule “A”;
 - (k) **“Risk or Hazard”** means something existing or threatened, including an emergency, that FortisBC, acting reasonably, determines could be or could cause:
 - (i) an interference, disturbance or threat to the Works, including the safety and security of the Works;
 - (ii) a disruption of service, from the Works, to any customer of FortisBC; or
 - (iii) a hazard to persons or property in relation to the Works; and
 - (l) **“Works”** means one or more underground pipelines of any kind or dimension with any aboveground 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), for the distribution and transmission of natural and artificial gas and other gaseous or liquid hydrocarbons or any product or by-product thereof for the purposes of the operation and maintenance of the undertaking of FortisBC wherever located.
- 1.2 With respect to any right or obligation on the part of FortisBC under this Agreement, any reference to FortisBC includes, to the extent reasonably applicable, its employees, representatives, agents, contractors, sub-contractors, invitees, licensees, and those for whom it is responsible in law. For greater certainty, FortisBC remains fully liable for all of its obligations in this Agreement despite the exercise of any such right by such other persons.
- 2.0 RIGHTS RELATED TO RIGHT OF WAY AREA**
- 2.1 Subject to the terms and conditions contained in this Agreement, the Grantor grants to FortisBC, for so long as required, the right to enter on, be within, go over, pass and repass through, under and across the Lands, with or without vehicles, personal property and equipment, for so long as required, to:

- (a) carry out surveys, tests, and examinations and excavate for, construct, install, erect, bury, abandon, replace, extend, upgrade, operate, inspect, patrol, alter, maintain, remove, replace and repair the Works on, over, under, across, through or in the Right of Way Area;
- (b) use such of the Lands as may be reasonably required by FortisBC immediately adjacent to either side of the Right of Way Area in connection with the construction, repair or replacement of the Works;
- (c) use such of the Lands as may be reasonably required by FortisBC for ingress and egress to and from the Right of Way Area with vehicles, supplies and equipment for all purposes useful or convenient with or incidental to the rights herein granted to FortisBC;
- (d) clear the Right of Way Area and keep it cleared (including removal or pruning) of any vegetation, including trees;
- (e) clear such Lands immediately adjacent to either side of the Right of Way Area and keep it cleared (including removal or pruning) of any trees which may in FortisBC's reasonable opinion pose a risk or hazard to the Works;
- (f) to apply herbicides along the Right of Way Area provided FortisBC:
 - (i) obtains the consent of the Grantor, such consent not to be unreasonably withheld; and
 - (ii) does not conduct any aerial application of herbicides;
- (g) clear the Right of Way Area and keep it cleared of all or any part of any obstruction, improvement or thing, which, in the opinion of FortisBC, may interfere with any of the rights granted to FortisBC herein;
- (h) use, maintain, repair, rebuild, and replace any Access Areas, to such extent as may reasonably be required by FortisBC for the purposes of this Agreement, provided FortisBC gives the Grantor written notice before effecting any material change to an Access Area under this subsection, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible;
- (i) install, maintain and use gates in any fences that are necessary for access, provided that both the Grantor and FortisBC have keys for any lock, or locks are installed in a series to allow for access by both FortisBC and the Grantor;
- (j) install and maintain legal survey posts to mark the boundaries of the Right of Way Area and marking posts with warning signs attached to mark the location of the Works upon the Right of Way Area;
- (k) construct a new Access Area if there are no suitable or available Access Areas, subject to first providing notice to the Grantor, except in the event of an imminent

Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible;

- (l) undertake works or other appropriate measures to protect the Works from a Risk or Hazard, subject to first providing notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible; and
- (m) generally, do all such other acts or things as may reasonably be necessary or incidental to the business of FortisBC in connection with any of the foregoing, including investigative studies and related work to ensure compliance with applicable government or regulatory requirements in relation to the rights in this Agreement.

2.2 The rights granted under this Agreement are for so long as required and will terminate, without compensation to FortisBC, when FortisBC no longer requires the rights under this Agreement for its undertaking.

3.0 NON-EXCLUSIVE USE

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

4.0 COVENANTS OF FORTISBC

4.1 FortisBC will:

- (a) undertake activities permitted under this Agreement having regard to the impact on the Environment, and will take prudent measures to minimize any danger or disruption to the Environment;
- (b) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of FortisBC which relate to the Works and which FortisBC is liable to pay;
- (c) keep the portions of the Right of Way Area used by FortisBC under this Agreement 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 FortisBC, and on written notice from the Grantor, make safe, clean, and sanitary any portion of the Right of Way Area that contravenes the provisions of this covenant, provided that FortisBC has no obligation to keep any portion of the Right of Way Area suitable for use by anyone except FortisBC;
- (d) bury and maintain all underground Works as may be required so as not to unduly interfere with the drainage of the Right of Way Area;

- (e) not bury debris or rubbish of any kind on the Right of Way Area in excavations or backfill, and will remove shoring and similar temporary structures as backfilling proceeds;
 - (f) if FortisBC unearths or discovers any Artifact or Feature on the Right of Way Area, and there is no previously agreed upon mitigation or management plan with K'ómoks:
 - (i) promptly notify K'ómoks;
 - (ii) immediately cease any further activity that could affect the Artifact or Feature;
 - (iii) take reasonable measures to protect the Artifact or Feature; and
 - (iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a K'ómoks' Cultural Heritage Policy;
 - (g) not commit any wilful or voluntary waste, spoil or destruction on the Right of Way Area, or do anything thereon that may be or become a nuisance or annoyance to the Grantor, except to the extent required by FortisBC, acting reasonably, to exercise its rights under this Agreement; and
 - (h) provide written notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible, prior to:
 - (i) constructing drainage works;
 - (ii) undertaking works to maintain slope stability; or
 - (iii) undertaking work within a Fish Bearing Stream,within the Right of Way Area, and, subject to its regulatory obligations, will give reasonable consideration to any concerns raised by the Grantor with respect to the proposed work.
- 4.2 If the Grantor requires access to any part of the Right of Way Area that has been fenced off or enclosed by FortisBC, the Grantor will notify FortisBC, which will provide such access as may be reasonably required by the Grantor, and will notify the Grantor of any known safety hazards on site.
- 5.0 RELOCATION OF WORKS DUE TO CHANGE**
- 5.1 If a change occurs to the Right of Way Area, such as erosion, which for any reason makes the continued use of any portion of the Right of Way Area unsuitable for any of the Works,

then FortisBC will have the right to relocate those Works to a new location on the Lands, provided:

- (a) FortisBC delivers a work plan to the Grantor identifying the area it is proposing to use for the relocation of the Works, subject to approval by the Grantor in accordance with the requirements of Article 6;
- (b) the work plan will take into account any likely material effect of the relocated Works on the Right of Way Area;
- (c) the relocated Works will be subject to the terms and conditions of this Agreement;
- (d) the cost of such relocation will be borne by FortisBC; and
- (e) the Grantor gives its approval of the new location after taking into account the cost efficiencies of the location selected by FortisBC for the relocated Works, relative to alternative locations.

- 5.2 After any relocation in accordance with Section 5.1, FortisBC will obtain an appropriate plan or survey of the relocated Works by a British Columbia Land Surveyor to identify the new Right of Way Area for the purposes of Section 2.1, and will deliver such plan or survey to the Grantor for its review and approval, such approval not to be unreasonably withheld.

6.0 WORK PLANS

- 6.1 Except in the case of an emergency or imminent Risk or Hazard, FortisBC will provide to the Grantor a written work plan before:

- (a) undertaking any relocation of any Works pursuant to Article 5;
- (b) rebuilding or replacing any Access Areas pursuant to subsection 2.1(h); or
- (c) constructing any new Access Areas pursuant to subsection 2.1(k).

- 6.2 The Grantor will provide comments in writing to FortisBC no more than 60 days after the delivery of a work plan to the Grantor pursuant to Section 6.1. FortisBC will make reasonable efforts to accommodate any suggestions or requests made by the Grantor, taking into account potential impacts to Fish Bearing Streams and archaeological or cultural resources, with the goal of reaching agreement on a work plan within 90 days of delivery of a work plan to the Grantor (the "Comment Period"). Within 76 to 83 days of delivery of a work plan to the Grantor, FortisBC will send a written notification to the Grantor reminding the Grantor of the upcoming expiry of the Comment Period. If no comments are received during the Comment Period, then the Grantor is deemed to approve the work plan and FortisBC may proceed with the work.

- 6.3 The Grantor will act reasonably in providing comments on a work plan, including taking into consideration the effects and benefits of the proposed work, the cost of the proposed

work compared to the cost of alternate solutions, and any risks that may be associated with not undertaking the work. FortisBC will act reasonably in responding to the comments.

- 6.4 If the parties are not able to reach agreement on a work plan within 90 days of delivery of a work plan to the Grantor, either party may refer the matter to dispute resolution under Article 14.
- 6.5 In the event of an emergency or imminent Risk or Hazard, FortisBC may immediately undertake work and take such steps on the Right of Way Area as are reasonably required in order to protect the Works or the Access Area, as applicable, or persons or property that may be at risk, and in that event FortisBC will as soon as reasonably possible notify the Grantor.
- 6.6 FortisBC will, upon request, pay compensation to the Grantor for any loss or damage to the affected property resulting from any error, negligence or omission in the implementation of the work plan, on the same basis as FortisBC would compensate other parties suffering comparable loss or damage. If FortisBC disputes that it has an obligation to pay compensation or disputes the amount claimed, the dispute may be referred to dispute resolution under Article 14 by any of the parties.

7.0 RELOCATION OF WORKS AT THE REQUEST OF THE GRANTOR

- 7.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, FortisBC will relocate any Works in the Right of Way Area to a new location on the K'ómoks Treaty lands, provided:
- (a) the new location is, in the reasonable opinion of FortisBC, suitable for use for the relocated Works considering engineering feasibility, construction, maintenance and operation, safety, and cost factors;
 - (b) the Grantor gives FortisBC reasonable notice, taking into consideration the time reasonably required to permit proper design, planning and construction of the Works to be relocated;
 - (c) before relocation, the Grantor has paid the reasonable costs and expenses of the relocation, including costs of design (including surveying referred to in Section 7.2), supervision and construction as estimated by FortisBC, with appropriate adjustments based on actuals, after the relocation is complete; and
 - (d) the relocated Works will be subject to the terms and conditions of this Agreement.
- 7.2 After any relocation in accordance with Section 7.1, FortisBC will obtain an appropriate plan or survey of the relocated Works by a British Columbia Land Surveyor to identify the new Right of Way Area for the purposes of Section 2.1, and will deliver such plan or survey to the Grantor for its review and approval, such approval not to be unreasonably withheld.

8.0 REMOVAL OF WORKS

8.1 If FortisBC determines that it no longer requires all or a portion of the Right of Way Area, then FortisBC will, in respect of such Right of Way Area or portion thereof:

- (a) provide notice to the Grantor;
- (b) remove all above ground Works, unless otherwise agreed between the Parties;
- (c) fix all damage to the Right of Way Area caused by the removal of the Works within a reasonable period of time, including revegetation with suitable grass seed where reasonably appropriate;
- (d) with the consent of the Grantor, which consent will not be unreasonably withheld, abandon the underground Works after providing mapping showing the approximate location of the abandoned underground Works and leave the Right of Way Area, or portion thereof that is no longer required, as the case may be:
 - (i) in a safe, clean and sanitary condition (as it would be maintained by a prudent owner in occupation), to the extent the condition relates to the use or occupation of the Right of Way Area by FortisBC; and
 - (ii) free from all waste, debris, and things owned or left on the Right of Way Area by FortisBC (including trade fixtures, inventory, and other personal property), except as otherwise provided in this Section 8.1; and
- (e) quit peaceably the Right of Way Area, or portion thereof that is no longer required, as the case may be and, where applicable, amend this Agreement to remove the portion no longer required from the Right of Way Area.

8.2 Any Works permitted to remain under subsection 8.1(d) will be absolutely forfeited to and become the property and responsibility of the Grantor. FortisBC will remain liable for any environmental damage to the Right of Way Area arising from any other Works that remain on or in the Right of Way Area or portion thereof, except that, if the Grantor uses or authorizes the use of any of such remaining Works for any purpose, FortisBC will not be liable for any environmental damage to the Right of Way Area arising from any other Works that remain on or in the Right of Way Area to the extent caused by the Grantor's, its employees, representatives, agents, contractors, sub-contractors, or licensees' use or authorized use of the remaining Works.

8.3 This Article will survive the termination of this Agreement.

9.0 COVENANTS OF THE GRANTOR

9.1 The Grantor covenants that:

- (a) FortisBC will and may peaceably enjoy and hold its rights under this Agreement without any interruption, disturbance, molestation or hindrance from the Grantor or

any other person lawfully claiming from or under the Grantor, or by the exercise of any authority under the K'ómoks Treaty, provided that nothing in this subsection 9.1(a) will limit the Grantor's right of inspection in subsection 9.1(m);

- (b) if the Grantor passes and attempts to enforce against FortisBC any by-law, law, regulation, standard or requirement in relation to the Works, or in relation to its rights or obligations under this Agreement, that is in excess of or more onerous than any applicable federal or provincial law, regulation, standard or requirement, and which results in greater costs than FortisBC would otherwise incur in other reasonably comparable jurisdictions in British Columbia, then the Grantor will indemnify and hold harmless FortisBC from and against any resulting additional costs. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Right of Way Area or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Right of Way Area or part thereof. Any dispute as to whether the costs exceed those generally applicable in other jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 14;
- (c) if the Grantor requires FortisBC to pay any taxes, levies, charges or assessments with respect to the Right of Way Area, its Works, or its other property, that are in excess of what FortisBC would have been required to pay if the said taxes, levies, charges or assessments had been reasonably comparable to those generally applicable in other jurisdictions in British Columbia, then the Grantor will indemnify and save harmless FortisBC from and against such additional cost. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Right of Way Area or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Right of Way Area or part thereof. Any dispute as to whether the costs exceed those generally applicable in other comparable jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 14;
- (d) the Grantor will not permit or make, place, erect, operate, use, store or maintain any building, structure, foundation, pavement, excavation, well, fill, pile of material, obstruction, equipment, thing or inflammable substance, or plant any vegetation or trees upon the Right of Way Area, if any such action or thing, in the reasonable opinion of FortisBC:
 - (i) may interfere with or endanger the Works or any part thereof or the construction, 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 FortisBC; or
 - (iii) may by its operation, use, maintenance, or existence create or increase any Risk or Hazard;

- (e) subject to subsection 9.1(d), the Grantor will not cultivate the Land inside the Right of Way Area to a depth of more than forty-five (45) centimetres;
- (f) 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 FortisBC has first been received;
- (g) the Grantor will not carry out blasting or aerial logging operations on or near the Right of Way Area without prior written permission from FortisBC, in its sole discretion;
- (h) the Grantor will not burn or permit the burning of anything on the Right of Way Area without the prior written consent of FortisBC and, if such consent is granted, only in accordance with the conditions set out in such written consent by FortisBC;
- (i) 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 FortisBC, in its sole determination, provided that nothing in this subsection is intended to prevent safe temporary parking of vehicles;
- (j) the Grantor will not construct or maintain culverts, open drains, ditches, utility crossings or roads across the Right of Way Area without the prior written consent of FortisBC and, if such consent is granted, only in accordance with the conditions set out in such written consent by FortisBC;
- (k) the Grantor will not use, or authorize the use of the Right of Way Area for fuelling any vehicle or equipment;
- (l) the Grantor will not do or authorize any act or thing that injures or endangers the Works;
- (m) the Grantor will not carry out a "ground disturbance" within the Right of Way Area, within the meaning of the BC *Energy Resources Activities Act*, without the prior written consent of FortisBC, such consent not to be unreasonably withheld, provided however, that the Grantor may, without FortisBC's consent, at all reasonable times visually inspect the Right of Way Area, or carry out tests, surveys and inspections that do not interfere with the Works or otherwise cause a ground disturbance within the Right of Way Area;
- (n) the Grantor will not use or authorize the use of the Right of Way Area for any purpose that would create a Risk or Hazard or would interfere with FortisBC's exercise of rights under this Agreement;
- (o) the Grantor will not allow the release, discharge, or escape of any contamination within the Right of Way Area that may impact the safety, security, integrity or operating efficiency of the Works, except in amounts permitted by, and in compliance with, environmental laws, regulations and bylaws in effect in British

Columbia. For greater clarity, “contamination” herein means any chemicals, pollutants, contaminants, hazardous, corrosive or toxic substances, waste or similar materials prohibited, controlled or regulated under any environmental law, regulations and bylaws in effect in British Columbia;

- (p) the Grantor will not close an Access Area, or portion thereof, without the consent of FortisBC;
- (q) subject to subsection 4.1(b) and except as specifically provided for in this Agreement, the Grantor will not assess any fee, charge, toll, levy or expense on or in connection with the rights herein granted;
- (r) upon FortisBC issuing invoices for the same, the Grantor will promptly pay to FortisBC any costs and expenses incurred by FortisBC (i) caused by or arising from any damage caused to the Works by the Grantor or by anyone for whom the Grantor is responsible for in law, or (ii) resulting from anything made, placed, erected or cultivated on the Right of Way Area, including:
 - (i) in contravention of subsections 9.1(d), 9.1(e) or 9.1(j) herein (“Prohibited Improvements”); or
 - (ii) under permit issued by FortisBC pursuant to subsections 9.1(d) or 9.1(j) herein (the “Permitted Improvements”);

For certainty, FortisBC will not be responsible for replacing any Prohibited Improvements or any Permitted Improvements or repairing any damage caused to Prohibited Improvements or any Permitted Improvements, nor will FortisBC be liable for costs, expenses, losses or damages resulting from damage or destruction of any Prohibited Improvements or any Permitted Improvements; and

- (s) at Grantor’s sole cost and expense will:
 - (i) promptly and diligently remedy any breach of this Agreement by the Grantor or by anyone for whom the Grantor is responsible at law; and
 - (ii) remove or alter any Permitted Improvements in accordance with the reasonable requirements of FortisBC if at any time FortisBC determines that the Permitted Improvements pose a material danger to the Works, or materially interfere with the exercise of FortisBC’s rights under this Agreement.

10.0 COMPENSATION FOR DAMAGE

- 10.1 If, contrary to the terms of this Agreement, FortisBC or its contractors, damage any structures, buildings, fixtures, improvements, chattels, crops, merchantable timber, livestock, drains, ditches, culverts, fences, or Access Areas, and such damage or contamination is not caused as a result of the Grantor’s breach of the terms of this Agreement or the negligence or wilful act of the Grantor or its contractors, agents or

permittees or those for whom it is responsible in law, then FortisBC will, within a reasonable period of time:

- (a) 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, but will otherwise have no liability or responsibility for any maintenance or repair of Access Areas;
- (b) remediate any other kind of damage or contamination; or
- (c) where it is not practical to repair or remediate, compensate the Grantor, or if appropriate, a person in the affected area who suffers any loss as a result of the damage or contamination, to the extent that such damage or contamination was caused by FortisBC.

- 10.2 Compensation paid to the Grantor for merchantable timber pursuant to Section 10.1 will be calculated in accordance with generally accepted principles of timber valuation and on payment, ownership of any timber cut on the Lands under this Agreement will vest in FortisBC. At the Grantor's request, the Grantor may retain ownership of any merchantable timber cut on the Lands instead of receiving compensation for the timber.

11.0 OBLIGATION RESPECTING THIRD PARTY CLAIMS

- 11.1 On written notice and unless prohibited by provincial legislation or its tariff, FortisBC will indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings brought against the Grantor by any third party by reason of or arising out of:

- (a) any breach, violation or non-performance by FortisBC of its covenants, conditions or obligations under this Agreement; or
- (b) any negligent act or omission on the part of FortisBC in relation to its Works,

but only to the extent such matter is found to be the responsibility of FortisBC and was not contributed to by:

- (i) the negligence of; or
- (ii) the breach, violation, or non-performance of this Agreement

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*.

12.0 DEFAULTS AND END OF AGREEMENT

- 12.1 The rights granted under this Agreement are for so long as required and will terminate, without compensation to FortisBC, when FortisBC no longer requires the Right of Way Area for its undertaking and FortisBC gives 90 days written notice of termination to the Grantor.

- 12.2 If FortisBC fails to perform any of its obligations under this Agreement, the Grantor may deliver a default notice to FortisBC. If the default is capable of being cured within 90 days of delivery of the default notice, FortisBC will promptly commence to cure the default with all due diligence to completion.
- 12.3 If the default is not reasonably capable of being cured within 90 days of delivery of the default notice, then FortisBC will still promptly commence to cure the default with all due diligence to completion. FortisBC will, in this case, request the Grantor to approve a further period beyond the 90 days to cure the default.
- 12.4 If FortisBC fails to commence and continue with all due diligence to cure the default, then without relieving FortisBC of its obligations under this Agreement and without limiting any other right of the Grantor hereunder, the Grantor, after providing reasonable notice to FortisBC, may undertake the performance of any necessary work in order to cure the default of FortisBC. Having commenced such work, the Grantor has no obligation to complete such work.
- 12.5 All remedies of a party, whether existing under this Agreement or at law, may be exercised at the same time. Any action taken for one default does not prevent any action being taken for any other default.
- 12.6 The Grantor has no right to terminate this Agreement for default.

13.0 ACCESS TO THE RIGHT OF WAY AREA AFTER AGREEMENT ENDS

- 13.1 FortisBC is entitled to access the Right of Way Area after this Agreement ends at reasonable times and on such reasonable conditions as may be specified by the Grantor, and only to perform any of its obligations that survive the ending of this Agreement.
- 13.2 This Article survives the ending of this Agreement.

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 and mutually agreed upon by the parties;
 - (c) if the dispute is not resolved within 60 days of the notice to mediate under subsection 14.1(b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia;

- (d) the cost of mediation and the cost of arbitration (excluding each party's own costs and expenses for participating in the mediation or arbitration), as applicable, will be shared equally between the parties; and
 - (e) if the parties do not commence arbitration within 60 days of the notice to mediate under subsection 14.1(b), then any party may refer the matter to a court of competent jurisdiction.
- 14.2 It is not incompatible with this Article 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

Subject to Section 15.1, this Agreement runs with and binds the Right of Way Area to the extent necessary to give full force and effect to this Agreement.

- 15.1 The parties acknowledge that the covenants in subsections 9.1(b) and 9.1(c) relate to the powers of K'ómoks as a government. If K'ómoks transfers all or any portion of the Right of Way Area:
- (a) it will continue to be bound directly to FortisBC in respect of those covenants that involve its governmental powers, notwithstanding the transfer; and
 - (b) the Transferee will have no liability in respect of those covenants that can only be exercised by K'ómoks as a government.

- 15.2 FortisBC will be entitled to enforce the covenants described in Section 15.1 directly against K'ómoks without additional consideration and without an amendment to this Agreement.

16.0 ASSIGNMENT

- 16.1 This Agreement may be transferred or assigned at any time by FortisBC, in whole or in part, without the consent of the Grantor.

17.0 NOTICE

- 17.1 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 address for that party in the General Instrument – Part 1, or to a current email or other electronic address used for such purposes and notified by that party to the other party.
- 17.2 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, by courier, or by email, on the next business day; or
 - (b) 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.

- 17.3 A party may change their address, and specify an email address by which they may be notified, by giving notice to the other parties in accordance with this provision.

18.0 GENERAL

- 18.1 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. Wherever consent or permission is required under this Agreement, such consent or permission will not be unreasonably delayed, conditioned or withheld.
- 18.2 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.
- 18.3 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 assigns.
- 18.4 From and after the date of this Agreement, FortisBC will not licence or authorize a third party to attach its works to the Works on the Right of Way Area unless the third party has first obtained consent from the Grantor for such attachment and provided a copy of such consent to FortisBC.
- 18.5 For greater certainty, a licence granted by FortisBC pursuant to Section 18.4 will not grant the licensee the right to use or occupy the Right of Way Area, and the third party will be solely responsible for obtaining its own tenure to the Right of Way Area. FortisBC will make reasonable efforts to work with the Grantor to address any third party whose works are attached to the Works without the Grantor's permission, but FortisBC will have no obligation to remove the works of any third party who has attached its works to the Works, either before or after the date of this Agreement:
- (a) without the required consent from the Grantor; or
 - (b) whose consent has expired or been revoked.
- 18.6 The Grantor may appoint a delegate to provide FortisBC with all commentary, authorizations and approvals required pursuant to this Agreement.
- 18.7 Except where this Agreement expressly provides otherwise, nothing in this Agreement will be interpreted or construed to limit or restrict any rights or obligations that FortisBC may have under applicable laws.
- 18.8 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that FortisBC, as a Public Utility, may have as set out under the K'ómoks Treaty.

- 18.9 Except as hereinafter specifically provided FortisBC retains ownership for all existing Works and Works that it constructs, places or installs on the Right of Way Area. The Works shall not form part of the freehold regardless of the degree to which they are affixed or attached to the Right of Way Area, and regardless of any damage that may be caused by their removal. Notwithstanding the foregoing, title will pass to the Grantor for Works that:
- (a) FortisBC has abandoned with the consent of the Grantor pursuant to subsection 8.1(d); or
 - (b) FortisBC has forfeited to the Grantor pursuant to Section 8.2.
- 18.10 There are no representations, warranties, terms, conditions, undertakings or collateral agreements, either express or implied, between the parties, other than as expressly set forth in this Agreement and in the K'ómoks Treaty, which together supersede all prior understandings, communications and agreements between the parties with respect to the subject matter hereof.
- 18.11 This Agreement may not be modified or amended, nor any provision waived, discharged or terminated, except by an instrument in writing signed by the parties.

19.0 INTERPRETATION

- 19.1 In this Agreement:
- (a) Capitalized terms in this Agreement have the meanings given in Article 1.0 (Definitions);
 - (b) all attached schedules form an integral part of this Agreement, including any schedule attached to the General Instrument – Part 1;
 - (c) 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;
 - (d) a reference to “party” or “parties” in this Agreement is a reference to the Grantor or FortisBC, or both, as the context requires;
 - (e) the words “include”, “includes”, and “including”, are to be read as if they are followed by the phrase “without limitation”;
 - (f) 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;
 - (g) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender, body politic and a corporation;

- (h) any reference to a statute means that statute and any regulations made under it, all as amended or replaced from time to time; and
- (i) any reference to an Article, Section, subsection, paragraph or subparagraph means the appropriate part of this Agreement, which for ease of reference is illustrated as follows:
 - 1.00 Article;
 - 1.1 Section;
 - (a) subsection;
 - (i) paragraph; and
 - (A) subparagraph.

[ATTACH PLAN]

End of Set

G-6: Public Utilities: FORTIS Statutory Right of Way Agreement – Ancillary

TERMS OF INSTRUMENT - PART 2**STANDALONE ACCESS RIGHTS STATUTORY RIGHT OF WAY AGREEMENT****WHEREAS:**

- A. K'ómoks, Canada and British Columbia have entered into the K'ómoks Treaty;
- B. In accordance with the K'ómoks Treaty, the Grantor wishes to provide the grants to FortisBC with respect to the Lands as herein provided;
- C. The statutory rights of way herein granted are necessary for the operation and maintenance of FortisBC's undertaking;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the promises and 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 The following capitalized terms will have the following meanings, respectively, in this Agreement:
 - (a) **"Access Areas"** means any roads, lanes, trails, bridges and helicopter landing pads on the Lands (including any related surface, ditching, drainage and road bed):
 - (i) existing the date this Agreement is register at the Land Title Registry;
 - (ii) constructed pursuant to paragraph 2.1(f); or
 - (iii) otherwise authorized in writing by the Grantor.
 - (b) **"Agreement"** means the General Instrument – Part 1, the Terms of Instrument – Part 2, and all schedules attached to either of them;
 - (c) **"Artifact or Feature"** means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;
 - (d) **"Contaminant"** includes any toxic substance, deleterious substance, hazardous substance, hazardous waste, hazardous recyclable, ozone-depleting substance, halocarbon, pesticide, waste, and any substance the release into the environment of which is regulated under Environmental Laws.
 - (e) **"Effective Date"** has the meaning set out in the K'ómoks Treaty;
 - (f) **"Environmental Laws"** means any and all statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice, and other lawful requirements of any federal, provincial, municipal or other

governmental authority having jurisdiction over the Land, now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, protection of any form of plant or animal life, product liability, or transportation of dangerous goods, including the principles of common law and equity.

- (g) **“Environment”** means the components of air and earth and include:
 - (i) air, lands and water;
 - (ii) all layers of the atmosphere;
 - (iii) all organic and inorganic matter and living organisms; and
 - (iv) the interacting natural systems that include the components listed in paragraphs (i), (ii) and (iii) above;
- (h) **“Fish Bearing Stream”** means a body of fresh water, either flowing or still, that is wetted at some or all points of the year that contains or supports fish through some or all parts of their life cycle;
- (i) **“Grantor”** means the transferor in Item 5 of the General Instrument – Part 1;
- (j) **“FortisBC”** means the person named as the transferee in Item 6 of the General Instrument – Part 1;
- (k) **“Lands”** means the land described in Item 2 of the General Instrument – Part 1; [NTD: Once the parcel boundaries of the treaty lands have been confirmed, FortisBC will confirm whether this Agreement is required for each individual parcel, and where the standalone access rights are only required over a portion of the parcel, FortisBC will agree to limit the application of these rights to an area shown on a sketch to be attached]
- (l) **“K'ómoks Treaty”** means the treaty among the Grantor, Canada, and British Columbia;
- (m) **“Works Right of Way Area”** means the area shown in bold on the Plan prepared by [redacted] B.C.L.S. and deposited in the Land Title Office under number [redacted] registered over [insert description of adjacent lands];
- (n) **“Risk or Hazard”** means something existing or threatened, including an emergency, that FortisBC, acting reasonably, determines could be or could cause:
 - (i) an interference, disturbance or threat to the Access Area, including the safety and security of the Access Area; or
 - (ii) a hazard to persons or property in relation to the Access Area.

- 1.2 With respect to any right or obligation on the part of FortisBC under this Agreement, any reference to FortisBC includes, to the extent reasonably applicable, its employees, representatives, agents, contractors, sub-contractors, invitees, licensees, and those for whom it is responsible in law. For greater certainty, FortisBC remains fully liable for all of its obligations in this Agreement despite the exercise of any such right by such other persons.

2.0 GRANT OF RIGHT OF WAY

- 2.1 Subject to the terms and conditions contained in this Agreement, the Grantor grants to FortisBC, for so long as required, the right to enter to enter on, be within, go over, pass and repass through, under and across the Access Area, with or without vehicles, personal property and equipment, for so long as required, to:

- (a) obtain access to and egress from the Works Right of Way Area;
- (b) clear the Access Area and keep it cleared of any permanent buildings, structures, foundations, pavement, obstructions, or other improvements therein or thereon which in the opinion of FortisBC may interfere with its rights granted in this Agreement;
- (c) maintain, repair, rebuild, and replace any Access Areas, to such extent as may reasonably be required by FortisBC for the purposes of this Agreement, provided FortisBC gives the Grantor written notice before effecting any material change to an Access Area under this paragraph, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible;
- (d) install, maintain and use gates in any fences that are necessary for access, provided that both the Grantor and FortisBC have keys for any lock, or locks are installed in a series to allow for access by both FortisBC and the Grantor;
- (e) with prior notice to the Grantor, cut and remove trees and vegetation that might pose a Risk or Hazard, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible;
- (f) if there are no suitable and available Access Areas, construct a new Access Area, subject to approval of a work plan by the Grantor pursuant to the requirements in Article 5.0, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible and then, if requested by the Grantor, FortisBC will make reasonable efforts to restore the affected area to its previous condition and compensate for any remaining damage;
- (g) undertake works or other appropriate measures, including the removal of any obstruction or structure, to protect the Access Area from a Risk or Hazard, subject to approval of a work plan by the Grantor pursuant to the requirements in Article 5.0, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible; and

- (h) do all things necessary or incidental to the undertakings of FortisBC in connection with the above, including investigative studies and related work to ensure compliance with applicable government or regulatory requirements in relation to the rights in this Agreement.

2.2 The rights granted under this Agreement are for so long as required and will terminate, without compensation to FortisBC, when FortisBC no longer requires the rights under this Agreement for its undertaking and FortisBC gives 90 days written notice of termination to the Grantor.

3.0 COVENANTS OF THE GRANTOR

3.1 The Grantor covenants that:

- (a) it will not close an Access Area, or portion thereof, unless the Grantor has given FortisBC notice of the Grantor's intention to close the Access Area, and
 - (i) FortisBC has given notice that it has reasonable alternate access to the Works Right of Way Area; or
 - (ii) the Grantor has completed construction of another Access Area, at its sole cost and expense, that will provide reasonable alternate access to the Works Right of Way Area, in the sole discretion of FortisBC;
- (b) if the Grantor passes and attempts to enforce against FortisBC any by-law, law, regulation, standard or requirement in relation to its rights or obligations under this Agreement, that is in excess of or more onerous than any applicable federal or provincial law, regulation, standard or requirement, and which results in greater costs than FortisBC would otherwise incur in other reasonably comparable jurisdictions in British Columbia, then the Grantor will indemnify and hold harmless FortisBC from and against any resulting additional costs. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 7;
- (c) if the Grantor requires FortisBC to pay any taxes, levies, charges or assessments with respect to the Lands, or its other property, that are in excess of what FortisBC would have been required to pay if the said taxes, levies, charges or assessments had been reasonably comparable to those generally applicable in other jurisdictions in British Columbia, then the Grantor will indemnify and save harmless FortisBC from and against such additional cost. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other comparable jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 7;

- (d) except with the written consent of FortisBC, the Grantor will not make, place, erect or maintain any permanent building, structure or improvements on the Lands or authorize the use of the Lands, including the construction of any improvements, that would create a Risk or Hazard or would interfere with FortisBC's exercise of rights under this Agreement. For greater clarity, FortisBC will not be responsible for replacing anything made, placed, erected, or maintained on the Lands (the "**Improvements**") in contravention of this Agreement, or repairing any damage caused to any Improvements nor will FortisBC be liable for costs, expenses, losses or damages resulting from damage or destruction of any Improvements;
- (e) it will promptly and diligently remedy any breach of this Agreement caused by the Grantor or those for whom it is responsible in law;
- (f) it will remove or alter any Improvements if at any time FortisBC determines such Improvements may materially interfere with the exercise of the rights granted to FortisBC in this Agreement; and
- (g) except as specifically provided for in this Agreement, the Grantor will not assess any fee, charge, toll, levy or expense on or in connection with the rights herein granted.

4.0 FORTISBC'S COVENANTS

4.1 FortisBC will:

- (a) if, contrary to the terms of this Agreement, FortisBC or its contractors, damage any structures, buildings, fixtures, improvements, chattels, crops, merchantable timber, livestock, drains, ditches, culverts, fences, or Access Areas, or cause the release of a Contaminant on the Access Area, and such damage or contamination is not caused as a result of the Grantor's breach of the terms of this Agreement or the negligence or wilful act of the Grantor or its contractors, agents or permittees or those for whom it is responsible in law, then FortisBC will, within a reasonable period of time:
 - (i) 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 but will otherwise have no liability or responsibility for any maintenance or repair of Access Areas;
 - (ii) subject to (iii) and (iv) below, remediate any other kind of damage or contamination;
 - (iii) where it is not practical to repair or remediate the damage compensate the Grantor, or if appropriate, a person in the affected area who suffers any loss as a result of the damage, to the extent that such damage was caused by FortisBC, provided that compensation paid to the Grantor for merchantable timber pursuant to this sub-section will be calculated in accordance with generally accepted principles of timber valuation and, on payment, ownership of any timber under this Agreement will vest in FortisBC and, at

the Grantor's request, the Grantor may retain ownership of any merchantable timber cut on the Lands instead of receiving compensation for the timber; and

- (iv) where FortisBC determines, acting reasonably, that removal of the Contaminant for which they are responsible under this section is not reasonably possible, reduce the level of contamination on the Access Area to a level that is at or below the applicable provincial regulatory standard;
- (b) undertake activities permitted under this Agreement having regard for the impact on the Environment, and take prudent measures to minimize any danger or disruption to the Environment;
- (c) if FortisBC unearths or discovers any Artifact or Feature on the Right of Way Area, and there is no previously agreed upon mitigation or management plan with K'ómoks:
 - (i) promptly notify K'ómoks;
 - (ii) immediately cease any further activity that could affect the Artifact or Feature;
 - (iii) take reasonable measures to protect the Artifact or Feature; and
 - (iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which includes compliance with the British Columbia *Heritage Conservation Act* and K'ómoks' cultural heritage policy, as amended from time to time;
- (d) keep the portions of the Lands used by FortisBC under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation by FortisBC of such Lands, provided that FortisBC has no obligation to keep any portion of the Lands suitable for use by anyone except FortisBC;
- (e) not remove any merchantable timber from the Lands, except in compliance with any applicable laws and with the prior approval of the Grantor;
- (f) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of FortisBC which relate to FortisBC's use of the Lands and which FortisBC is liable to pay;
- (g) notify the Grantor in writing if it no longer requires all or a portion of an Access Area that it has improved pursuant to subsection 2.1(f), and:
 - (i) will meet with the Grantor to discuss decommissioning the road;
 - (ii) the Grantor will have six months after the meeting to notify FortisBC in writing that FortisBC must decommission the Access Area, in which case

FortisBC will decommission the Access Area and restore it to a condition as close as reasonably possible to the condition that existed prior to such improvement; and

- (iii) if FortisBC is not required to remove the Access Area, they will have no further liability for its condition, use, maintenance or repair; and
- (h) provide written notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as possible, prior to:
 - (i) constructing drainage works;
 - (ii) undertaking works to maintain slope stability; or
 - (iii) undertaking work within a Fish Bearing Stream,
 within the Lands, and, subject to its regulatory obligations, will give reasonable consideration to any concerns raised by the Grantor with respect to the proposed work.

5.0 WORK PLANS

- 5.1 Except in the case of an emergency or imminent Risk or Hazard, FortisBC will provide to the Grantor a written work plan before:
 - (a) constructing any Access Areas pursuant to subsection 2.1(f); or
 - (b) undertaking works or other measures to avoid a Risk or Hazard pursuant to subsection 2.1(g).
- 5.2 The Grantor will provide comments in writing to FortisBC no more than 60 days after the delivery of a work plan to the Grantor pursuant to Section 5.1. FortisBC will make reasonable efforts to accommodate any suggestions or requests made by the Grantor, taking into account potential loss of productive capacity, with the goal of reaching agreement on a work plan within 90 days of delivery of a work plan to the Grantor. If no comments are received, then the Grantor is deemed to approve the work plan and FortisBC may proceed with the work.
- 5.3 The Grantor will act reasonably in providing comments on a work plan, including taking into consideration the effects and benefits of the proposed work, the cost of the proposed work compared to the cost of alternate solutions, and any risks that may be associated with not undertaking the work, and FortisBC will act reasonably in responding to such comments.
- 5.4 If the parties are not able to reach agreement on a work plan within 90 days of delivery of a work plan to the Grantor, either party may refer the matter to dispute resolution under Article 7.

5.5 In the event of an emergency or imminent Risk or Hazard, FortisBC may immediately undertake work and take such steps on the Lands as are reasonably required in order to protect the Access Area or persons or property that may be at risk, and in that event FortisBC will as soon as reasonably possible notify the Grantor.

5.6 FortisBC will, upon request, pay compensation to the Grantor for any loss or damage to the affected property resulting from any error, negligence or omission in the implementation of the work plan, on the same basis as FortisBC would compensate other parties suffering comparable loss or damage. If FortisBC disputes that it has an obligation to pay compensation or disputes the amount claimed, the dispute may be referred to dispute resolution under Article 7 by any of the parties.

6.0 MUTUAL COVENANTS

6.1 The parties mutually promise and agree as follows:

- (a) this Agreement will run with the Lands and will bind all present and subsequent owners of the Lands;
- (b) this Agreement will in no way abrogate from or affect any rights, powers or privileges which FortisBC may have under any other agreement registered against the title to the Lands or under any federal, provincial or local legislation;
- (c) no compensation will be payable for any matter for which FortisBC has fulfilled its obligations to repair under subsection **Error! Reference source not found.**; and
- (d) failure to enforce any covenant or restriction contained in this Agreement for a breach or violation of any covenant or right contained in this Agreement will not constitute a waiver, in whole or in part, of any of the injured party's rights or remedies.

7.0 DISPUTE RESOLUTION

7.1 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 mutually agreed upon by the parties;
- (c) if the dispute is not resolved within 60 days of the notice to mediate under subsection (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia;

- (d) the cost of mediation and the cost of arbitration (excluding each party's own costs and expenses for participating in the mediation or arbitration), as applicable, will be shared equally between the parties; and
 - (e) if the parties do not commence arbitration within 60 days of the notice to mediate under sub-section (b), then any party may refer the matter to a court of competent jurisdiction.
- 7.2 It is not incompatible with this Article 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.
- 8.0 GENERAL**
- 8.1 The expressions "Grantor" and "FortisBC" include their respective heirs, executors, administrators, successors and assigns.
- 8.2 If the Grantor is more than one person, every covenant and agreement by the Grantor will be joint and several.
- 8.3 Words in one gender include all genders and words in the singular include the plural.
- 8.4 If any provision of this Agreement is found to be partially or wholly illegal or unenforceable, then that provision or portion thereof will be considered to be separate and severable from this Agreement and the remaining provisions will be unaffected and will remain enforceable to the fullest extent permitted by law as though the illegal or unenforceable provision or portion thereof had never been included in this Agreement.
- 8.5 This Agreement will not entitle FortisBC to exclusive possession of the Lands and the Grantor reserves the right to grant other dispositions of any part of the Lands affected by this Agreement, so long as the grant does not materially affect or interfere with the exercise of FortisBC's rights under this Agreement.
- 8.6 The parties acknowledge that the covenants in subsections 3.1(b) and (c) relate to the powers of K'ómoks as a government. If K'ómoks transfers all or any portion of the Lands:
 - (a) it will continue to be bound directly to FortisBC in respect of those covenants that involve its governmental powers, notwithstanding the transfer; and
 - (b) the transferee will have no liability in respect of those covenants that can only be exercised by K'ómoks as a government.
- 8.7 FortisBC will be entitled to enforce the covenants described in Sections 3.1(b) and 3.1(c) directly against K'ómoks without additional consideration and without an amendment to this Agreement.
- 8.8 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 address for that party in the

General Instrument – Part 1, or to a current email or other electronic address used for such purposes and notified by that party to the other party.

- 8.9 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, by courier, or by email, on the next business day; or
 - (b) 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.

- 8.10 A party may change their address, and specify an email address by which they may be notified, by giving notice to the other parties in accordance with this provision.
- 8.11 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. Wherever consent or permission is required under this Agreement, such consent or permission will not be unreasonably delayed, conditioned or withheld.
- 8.12 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.
- 8.13 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 assigns.
- 8.14 The Grantor may appoint a delegate to provide FortisBC with all commentary, authorizations and approvals required pursuant to this Agreement.
- 8.15 Except where this Agreement expressly provides otherwise, nothing in this Agreement will be interpreted or construed to limit or restrict any rights or obligations that FortisBC may have under applicable laws.
- 8.16 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that FortisBC, as a Public Utility, may have as set out under the K'ómoks Treaty.
- 8.17 There are no representations, warranties, terms, conditions, undertakings or collateral agreements, either express or implied, between the parties, other than as expressly set forth in this Agreement and in the K'ómoks Treaty, which together supersede all prior understandings, communications and agreements between the parties with respect to the subject matter hereof.
- 8.18 This Agreement may not be modified or amended, nor any provision waived, discharged or terminated, except by an instrument in writing signed by the parties.

9.0 INTERPRETATION**9.1 In this Agreement:**

- (a) capitalized terms in this Agreement have the meanings given in Article 1 (Definitions);
- (b) all attached schedules form an integral part of this Agreement, including any schedule attached to the General Instrument – Part 1;
- (c) 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;
- (d) a reference to “party” or “parties” in this Agreement is a reference to the Grantor or FortisBC, or both, as the context requires;
- (e) the words “include”, “includes”, and “including”, are to be read as if they are followed by the phrase “without limitation”;
- (f) 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;
- (g) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender, body politic and a corporation;
- (h) any reference to a statute means that statute and any regulations made under it, all as amended or replaced from time to time; and
- (i) any reference to an Article, Section, subsection, paragraph or subparagraph means the appropriate part of this Agreement, which for ease of reference is illustrated as follows:
 - 1.00 Article;
 - 1.1 Section;
 - (a) subsection;
 - (i) paragraph; and
 - (A) subparagraph.

END OF SET

G-7: Other forms of documents: TBC – will include Replacement Interests, Certificates of Possession, SRWs, LOO, *etc.*

The following is a list of the type of documents which will be drafted to address the interests in Appendix F and will be in a form agreed to by the parties. As there are a number of documents that will need to have specific terms to encompass the unique situation, the versions of the forms for Effective Date will be drafted between Initialing and Effective Date and may be updated to reflect changes in the applicable circumstances prior to Effective Date.

Goose Spit Lease and K'ómoks Estuary Sub-Lease are the subject of continuing negotiation and legal review that may result in substantive changes. These documents will be replaced by a version incorporating any such changes in the final version of the Treaty.

Appendix	Type of Document
F-2, Part 3b – Permits to Occupy Former Provincial Crown Land associated with Water Licences	Easement or other negotiated form of permission
F-2, Part 3c – Licences of Occupation, Leases	Leases with terms applicable for the identified use
F-2, Part 3d – Other Interests	Rights of Way – specific to required use Easement - specific to required use
F-3, Part 1 – Existing Tenures Requiring Private Road Easement over K'ómoks Lands	Private Road Easement
F-3, Part 2 – Fee Simple Estates Requiring Private Road Easement over K'ómoks Lands	Private Road Easement
F-3, Part 3 – Foreshore Interests Requiring Upland Owner Consent	Upland Owner Consent
F-3, Part 5 – Other Interests	Leases with applicable terms for the type of use; negotiated between K'ómoks and Leaseholder Access for Forest Research Plot Installation (SRW and/or Easement) Rights of Way for applicable use Goose Spit Lease and K'ómoks Estuary Sub-Lease Browns River Licence of Occupation Navigational Beacon on the Western Tip of Goose Spit

Appendix H: Crown Corridors

H-1: Major Roads

Note: the Parties will update the Appendices before the Effective Date.

Road	Width (meters)	Located on Appendices Map
Piercy Road	30	Browns River, Wildwood Forest Tribal Park
Strathcona Parkway	20-34	Mt Washington Gravel Pit
Comox Lake Road	20	DL 50
Condensory Road	20	Pentledge 2
Comox Avenue	20	Comox 1
Inland Island Hwy	130	Sage Hills, Royston Forest
Back Road	30	Comox 1
Armstrong Road	30	Williams Beach

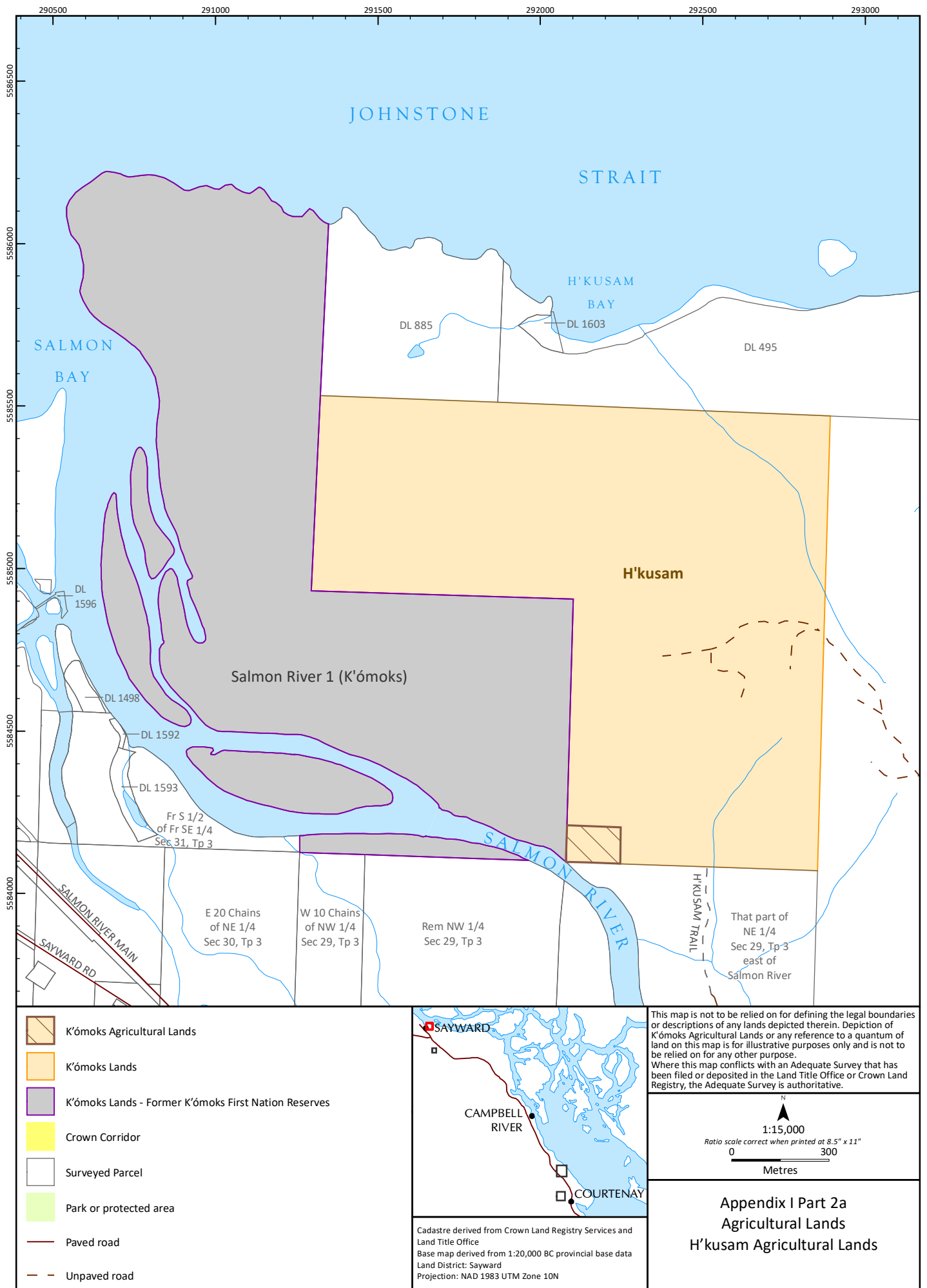
H-2: Other Crown Corridors

Note: the Parties will update the Appendices before the Effective Date.

Road	Width (meters)	Located on Appendices Map
Duncan Bay Mainline	30	Mt Washington Gravel Pit
Holmes Road	30	Williams Beach
Furlong Street	30	Williams Beach
Williams Beach Road	30	Williams Beach
Tasman Road	30	Williams Beach
Horbury Road	20	DL50
Burns Road	30	Wildwood Forest Tribal Park
Forbidden Plateau Road	30	Wood Mountain

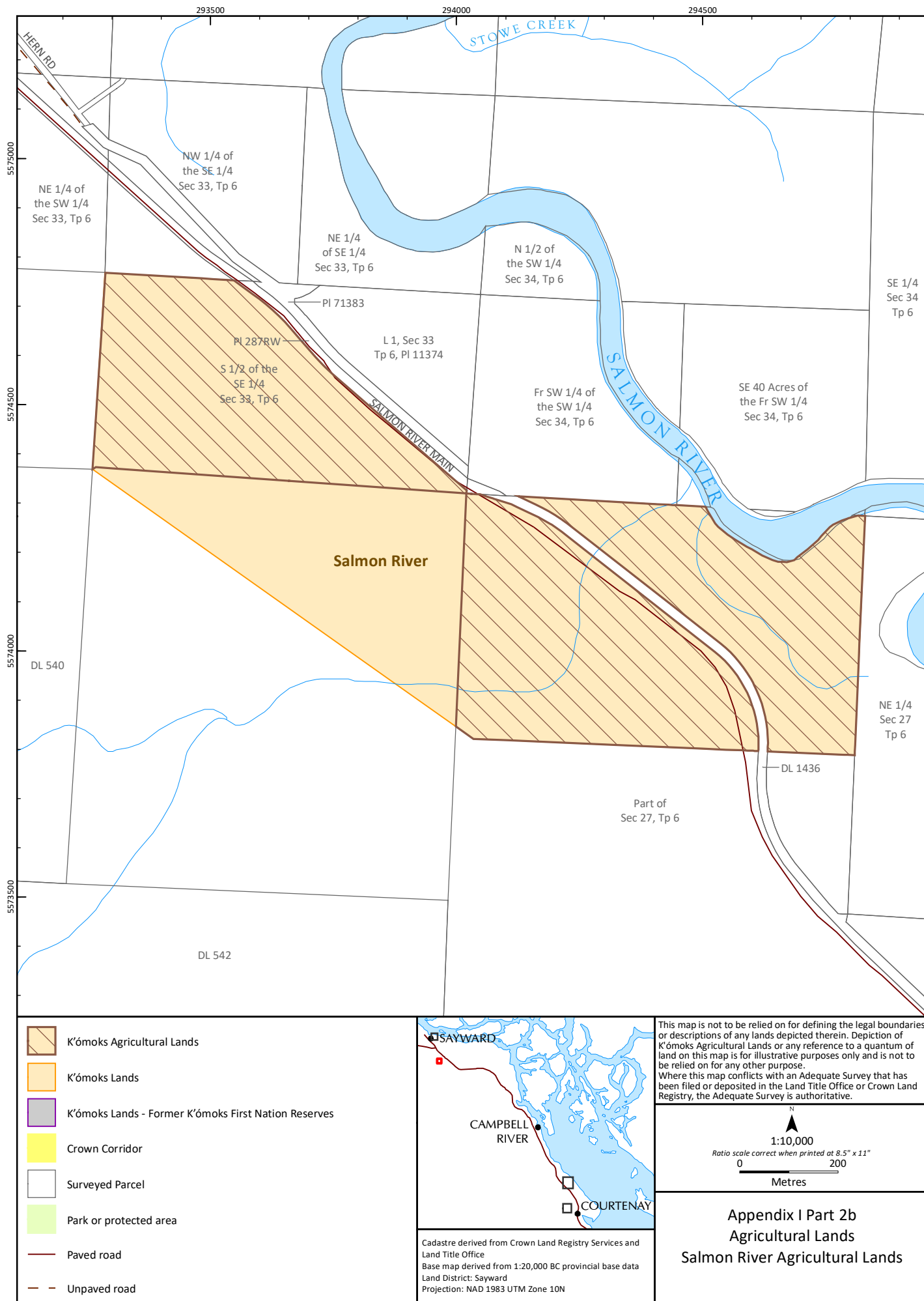
Appendix I: K'ómoks Agricultural Lands

I Part 2a: Map of H'kusam Agricultural Lands



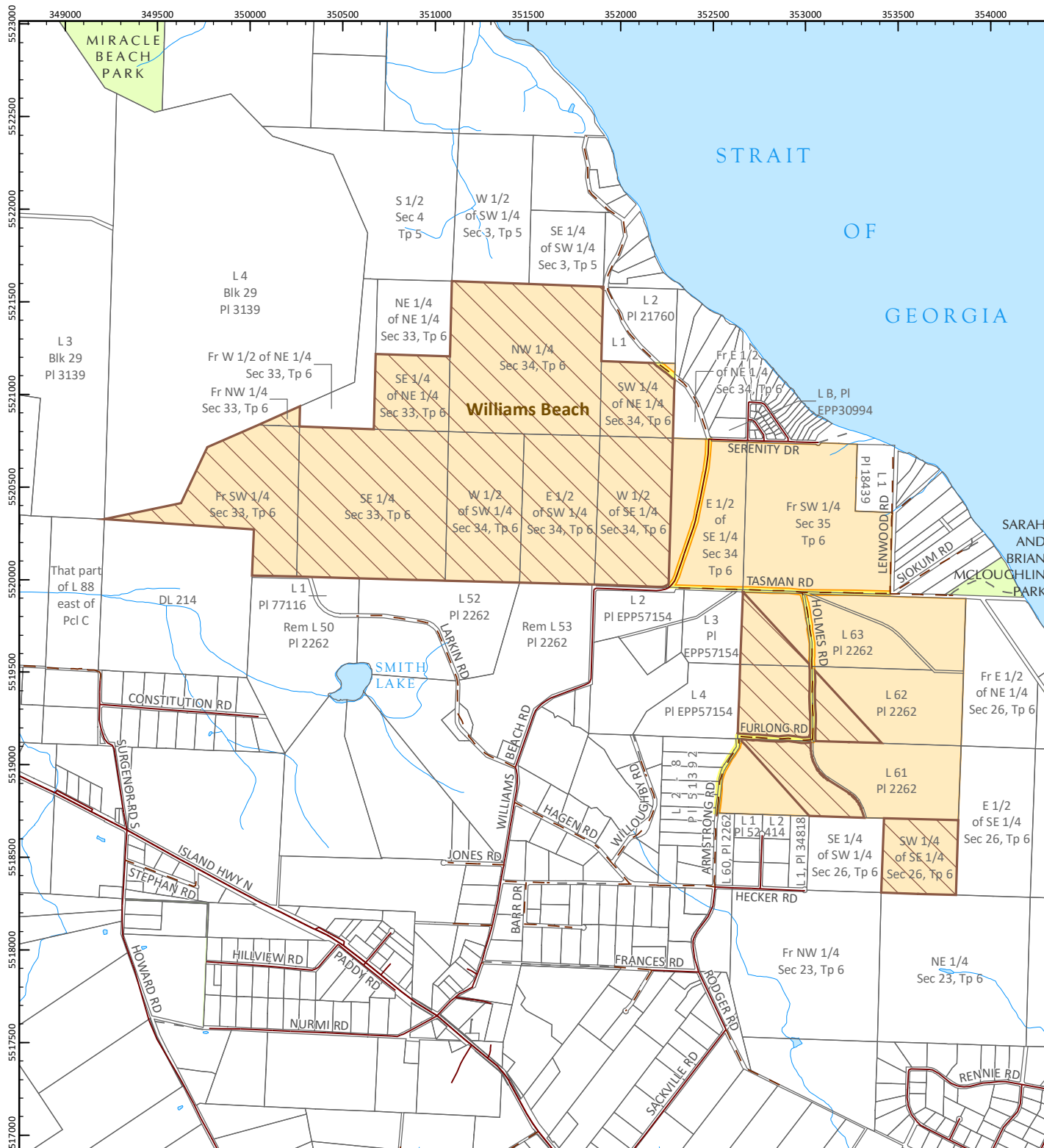
Note: The Parties will update the Appendices before the Effective Date

I Part 2b: Map of Salmon River Agricultural Lands

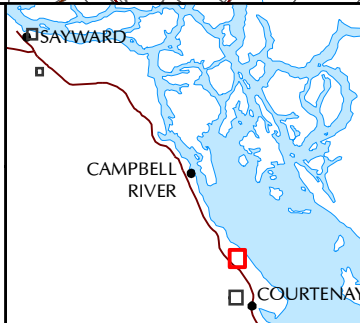


Note: The Parties will update the Appendices before the Effective Date

I Part 2c: Map of Williams Beach Agricultural Lands

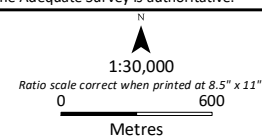


- K'ómoks Agricultural Lands
- K'ómoks Lands
- K'ómoks Lands - Former K'ómoks First Nation Reserves
- Crown Corridor
- Surveyed Parcel
- Park or protected area
- Paved road
- Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land District: Comox
 Projection: NAD 1983 UTM Zone 10N

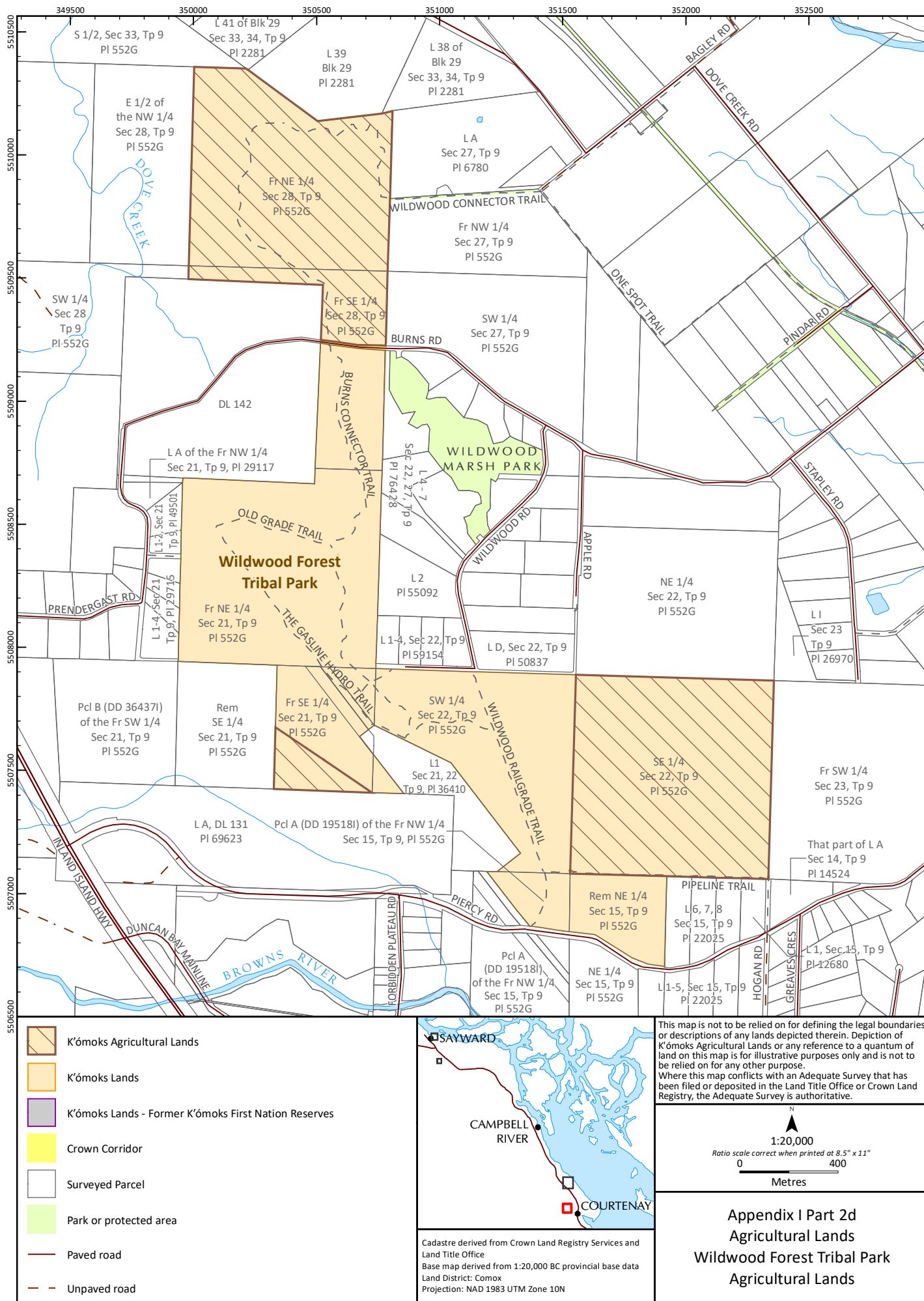
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Agricultural Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
 Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.



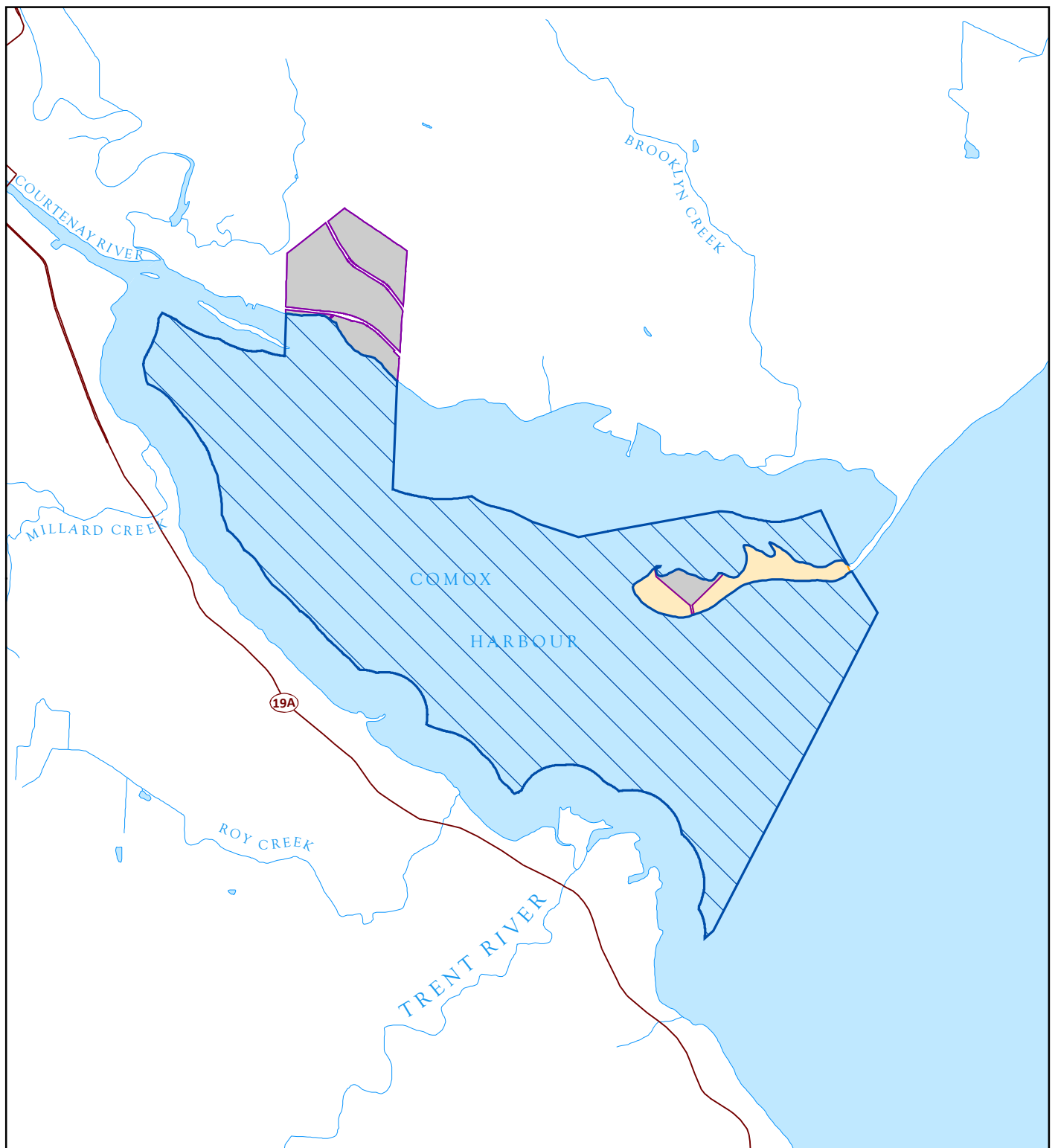
Appendix I Part 2c Agricultural Lands Williams Beach Agricultural Lands






Note: The Parties will update the Appendices before the Effective Date

I Part 2d: Map of Wildwood Forest Tribal Park Agricultural Lands



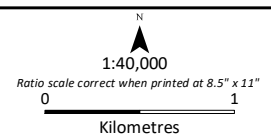
Appendix J: K'ómoks Estuary



-  K'ómoks Estuary
-  K'ómoks Lands
-  K'ómoks Lands - Former K'ómoks First Nation Reserves
-  K'ómoks Traditional Territory
-  Paved road



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Estuary on this map is for illustrative purposes only and is not to be relied on for any other purpose.



Appendix J K'ómoks Estuary

Note: The Parties will update the Appendices before the Effective Date

Appendix K: Subsurface Resources Owned by K'ómoks

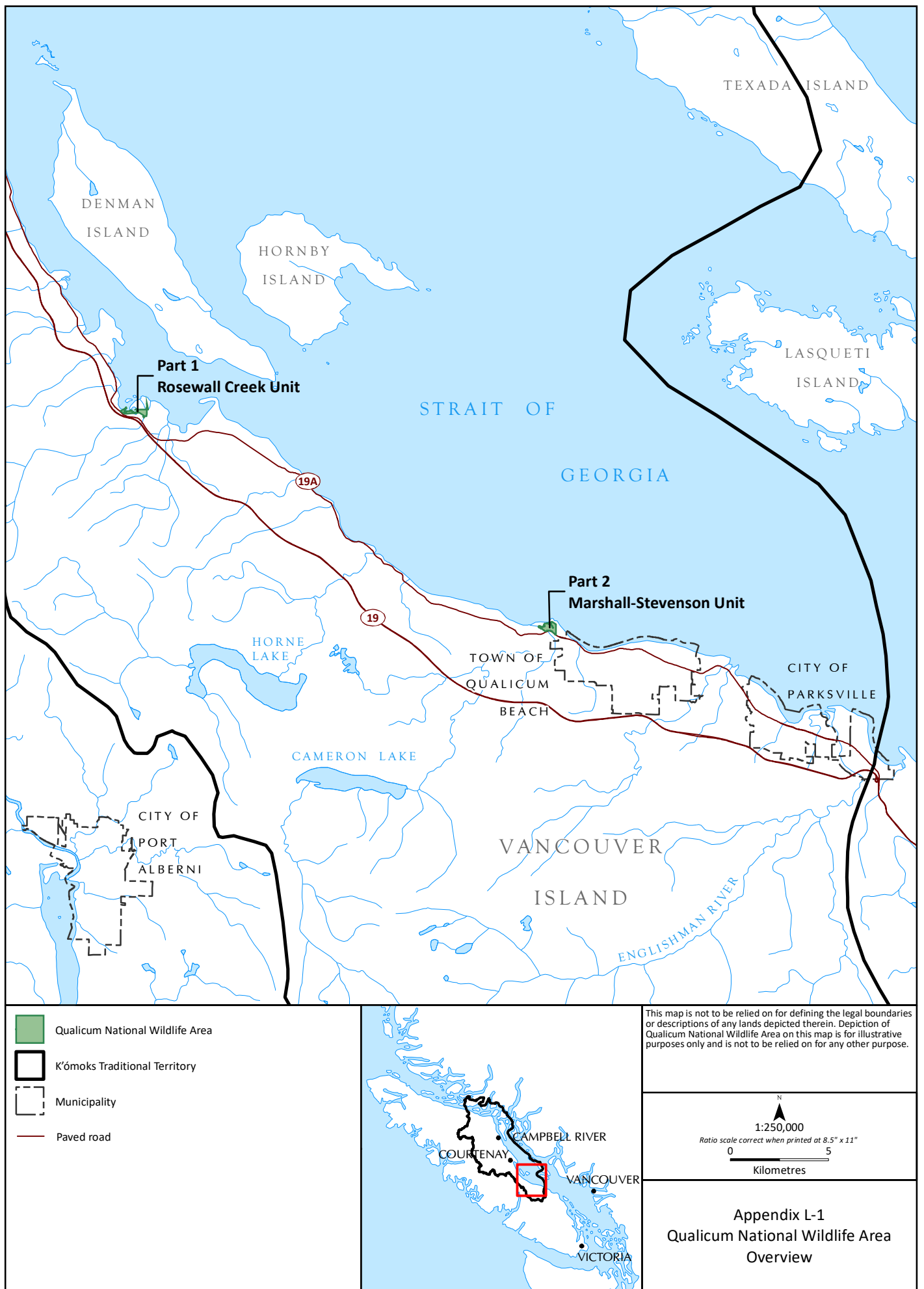
Note: the Parties will update the Appendices before the Effective Date.

Parcel Name	Parcel Type and Appendix Reference	Parcel Legal Description Appendix Reference	Parcel Map Appendix Reference	Subsurface Resources Owned by K'ómoks
Comox 1	Appendix B-2: Former K'ómoks First Nation Reserves	B-2 Part 1	B-2 Part 2a	All Subsurface Resources
Salmon River 1 (K'ómoks)	Appendix B-2: Former K'ómoks First Nation Reserves	B-2 Part 1	B-2 Part 2b	All Subsurface Resources
Pentledge 2	Appendix B-2: Former K'ómoks First Nation Reserves	B-2 Part 1	B-2 Part 2c	All Subsurface Resources
Goose Spit 3	Appendix B-2: Former K'ómoks First Nation Reserves	B-2 Part 1	B-2 Part 2d	All Subsurface Resources
Goose Spit Site 2	Appendix B-3: Former Provincial Crown Land	B-3 Part 1	B-3 Part 2a	All Subsurface Resources
Goose Spit Site 1	Appendix B-3: Former Provincial Crown Land	B-3 Part 1	B-3 Part 2a	All Subsurface Resources
Hornby Island	Appendix B-3: Former Provincial Crown Land	B-3 Part 1	B-3 Part 2l	All Subsurface Resources
Gravelly Bay	Appendix B-3: Former Provincial Crown Land	B-3 Part 1	B-3 Part 2m	All Subsurface Resources

Parcel Name	Parcel Type and Appendix Reference	Parcel Legal Description Appendix Reference	Parcel Map Appendix Reference	Subsurface Resources Owned by K'ómoks
H'kusam	Appendix B-3: Former Provincial Crown Land	B-3 Part 1	B-3 Part 2o	All Subsurface Resources
Salmon River	Appendix B-3: Former Provincial Crown Land	B-3 Part 1	B-3 Part 2p	All Subsurface Resources, except for those Undersurface Rights held by Charles Frank Gentry as described in Appendix F-1 Part 5
Jáji7em & Kw'ulh	Appendix B-3: Former Provincial Crown Land	B-3 Part 1	B-3 Part 2q	All Subsurface Resources

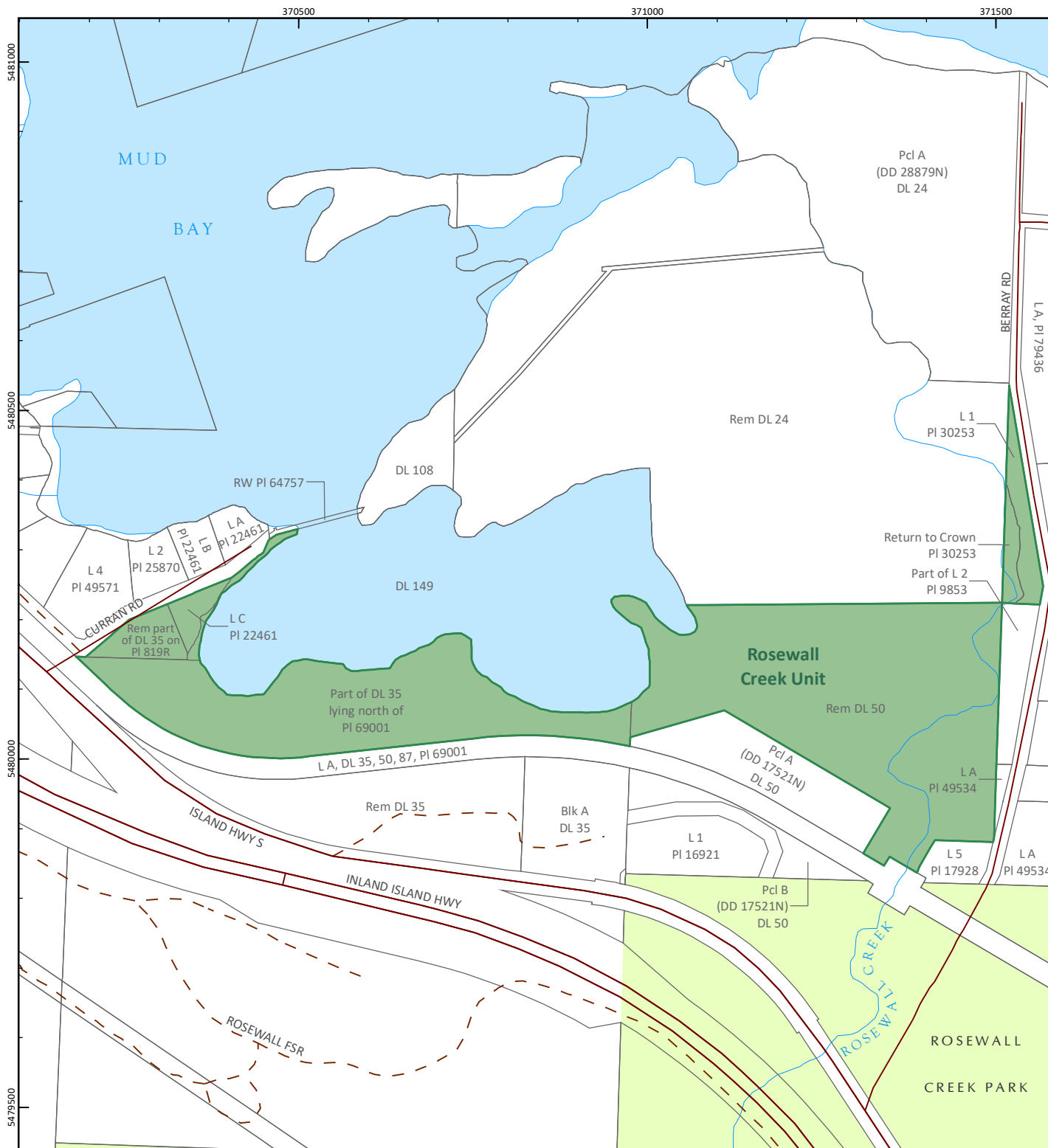
Appendix L: Qualicum National Wildlife Area

L-1: Qualicum National Wildlife Area Overview



L-2: Qualicum National Wildlife Area Unit Maps

L-2 Part 1: Map of Rosewall Creek Unit



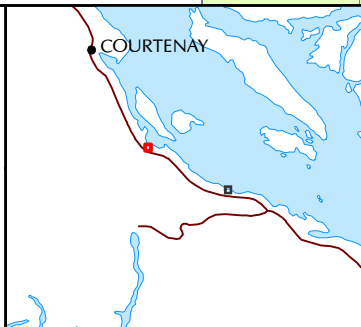
Qualicum National Wildlife Area

Surveyed Parcel

Park or protected area

Paved road

Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Newcastle
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of Rosewall Creek Unit on this map is for illustrative purposes only and is not to be relied on for any other purpose.

N
1:8,000
Ratio scale correct when printed at 8.5" x 11"
0 200
Metres

Appendix L-2 Part 1 Qualicum National Wildlife Area Rosewall Creek Unit

Note: The Parties will update the Appendices before the Effective Date

L-2 Part 2: Map of Marshall-Stevenson Unit

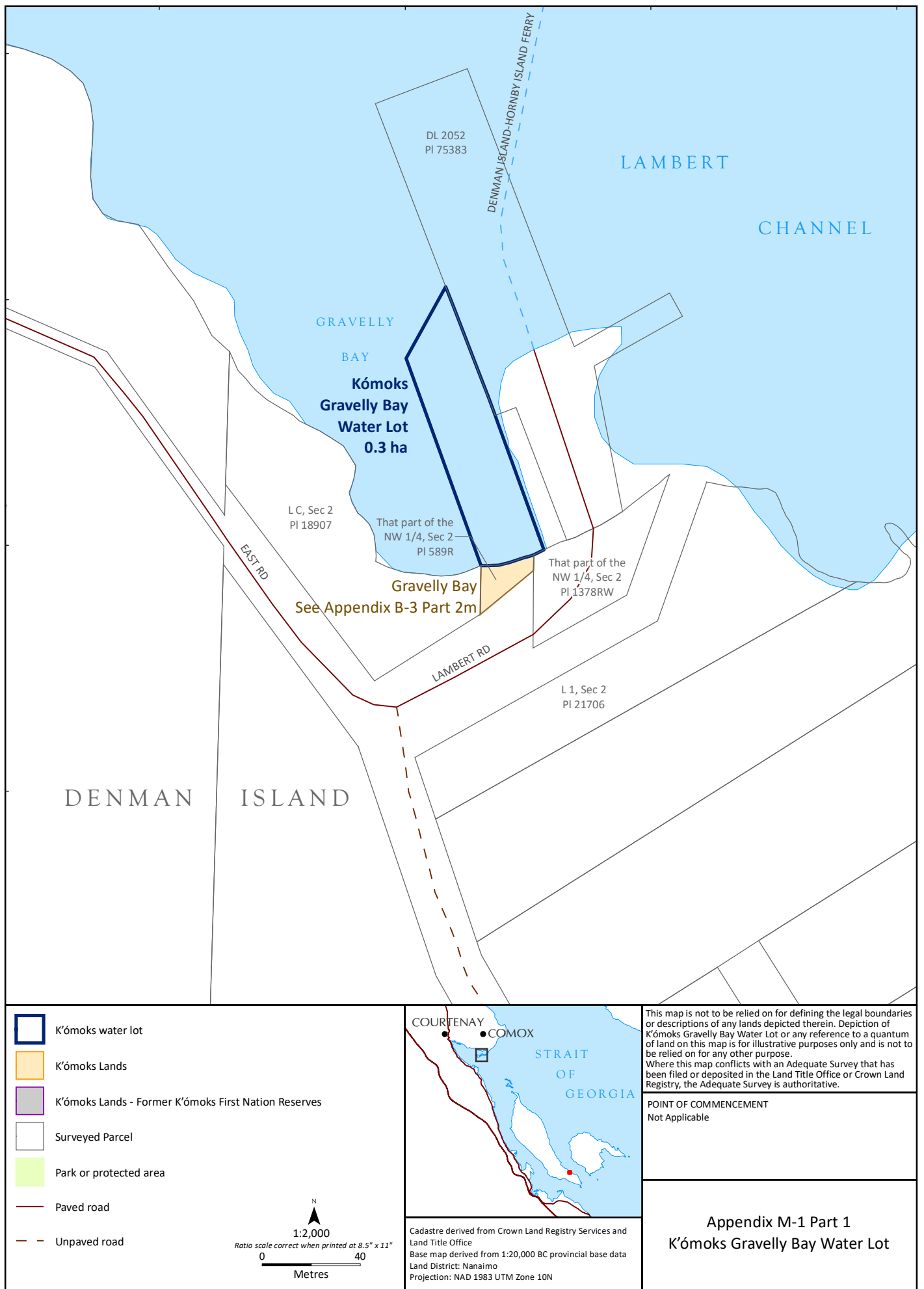
Appendix M: Water Lots

Note: the Parties will update the Appendices before the Effective Date.

Interest Holder	Interest	General location
K'ómoks First Nation	99 Year Water Lot Lease	Gravelly Bay
K'ómoks First Nation	99 Year Water Lot Lease	Comox Estuary – DL469

M-1: K'ómoks Gravelly Bay Water Lot

M-1 Part 1: Map of K'ómoks Gravelly Bay Water Lot



Note: The Parties will update the Appendices before the Effective Date

M-1 Part 2: Form of K'ómoks Gravelly Bay Water Lot Lease

THIS AGREEMENT is dated for reference _____ and is made under the *Land Act*.

BETWEEN:

HIS MAJESTY THE KING 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:

K'ÓMOKS
(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this lease;

"Commencement Date" means the effective date of the K'ómoks Treaty;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Hazardous Substances" means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

“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;

“Land” means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule” except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

“Management Plan” means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

“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;

“Rent” means the rent set out in Article 3;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

“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 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and 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.
- 1.3 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.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, 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.
- 1.6 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.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties 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.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.

- 1.11 Time is of the essence of this Agreement.
- 1.12 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 in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.
- 1.14 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.
- 1.15 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any conditions or qualifications that may be set in the Management Plan.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the Land for purposes as set out in the Management Plan.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 99th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.
- 2.3 You may at your option renew this Agreement for one or more additional 99-year periods (anyone 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 maybe. 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.

ARTICLE 3 - RENT

- 3.1 The Rent for the Term is \$1.00 annually, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

- 4.1 You must

- (a) pay, when due,
 - (i) the Rent to us at the address set out in Article 10,
 - (ii) any applicable Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of any applicable Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) 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 the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
 - (ii) the provisions of this Agreement;

- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or 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;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access;

- (h) not make, construct, erect, alter or remove (except as provided in subsection r) 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 or BC Ferries with plans and other reasonable details describing the Improvement alteration or removal;
- (i) upon our written request, consult with BC Ferries on your use or planned use of the land and address BC Ferries concerns, if any, respecting safety;
- (j) in accordance with applicable laws and after giving reasonable notice to you, permit us

or BC Ferries, 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;

- (k) 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*;
- (l) 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;
- (m) not 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 unless you obtain our prior written approval;
- (n) not interrupt passage by the public on foot, over the intertidal portion of the Land;
- (o) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (p) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (q) 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 one or more of the following:
 - (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and

- (iii) 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

- (r) 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 TBA days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
- (iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (iv) restore the surface of the Land to the condition the land was in on the Commencement Date, 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 all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

- 4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.
- 4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

4.7 We will provide you with quiet enjoyment of the Land.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including

rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Sustainability Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;

- (c) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, by way of easement, right of way or statutory right of way, to any person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us, execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way;
- (d) for the purpose of subsection (c), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would have a material adverse impact on your use of the Land under this Agreement;
- (e) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (f) if a proposed disposition under subsection (c) will not have a material adverse impact on your use of the Land under this Agreement you must not require any payment, whether as compensation or any other charge, as a condition of your consent to that disposition;
- (g) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any 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 and titles described in subsections (a), (b) and (c);
- (h) any interference with your use of the Land under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsection (a), (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;

- (i) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (j) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;
- (k) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;
- (l) you will make no claim against us or any person acting under the authority of any enactment of the Province of British Columbia for compensation, in damages or otherwise, if the Land becomes unsuitable for the purposes set out in this Agreement because of erosion, flooding or debris flow affecting the Land;
- (m) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (n) 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 4.1(q)(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 4.1(q)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(q)(iii); and
- (o) 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 and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$XXX which will
- (a) guarantee the performance of your obligations under this Agreement;

- (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Rent and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
 - (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 6.6 You must
 - (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than

\$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;

- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(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.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

- 6.9 You waive all rights of recourse against us with regard to damage to your own property

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that

- (a) if you

- (i) default in the payment of any money payable by you under this Agreement, or
- (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;

- (c) if you

- (i) become insolvent or make an assignment for the general benefit of your creditors,
- (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against

you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or

- (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (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.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Courtenay British Columbia, and if we or our authorized representative have no office in Courtenay, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Courtenay, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 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 to the address of the other as follows:

to us

MINISTRY OF WATER, LAND AND RESOURCE STEWARDSHIP

Suite 142 - 2080 Labieux Road
Nanaimo, BC V9T 6J9;

to you

K'ómoks
3330 Comox Rd
Courtenay, BC V9N 3P8

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.

- 10.2 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 10.1.
- 10.3 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 11 - MISCELLANEOUS

- 11.1 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.
- 11.2 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.
- 11.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.

- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an “as is” basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and

- (v) the application of any federal or provincial enactment or law to the Land;
 - (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
 - (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a “site profile” under the *Environmental Management Act* or any regulations made under that act;
 - (e) 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; and
 - (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HIS MAJESTY**

**THE KING IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**

by the minister responsible for the *Land Act*

or the minister's authorized representative

Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of
K'ÓMOKS by a duly
authorized signatory

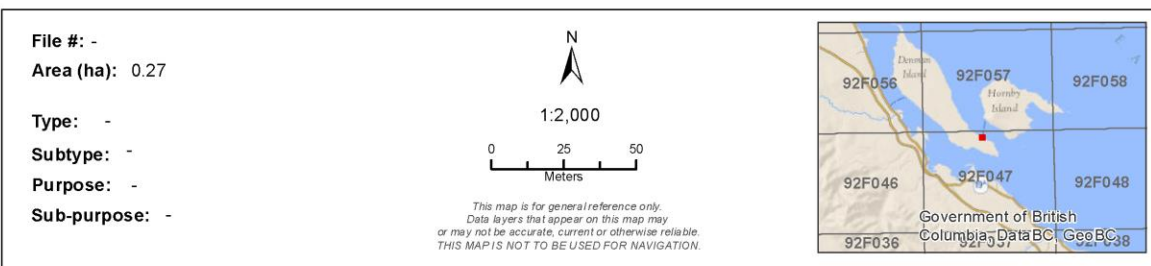
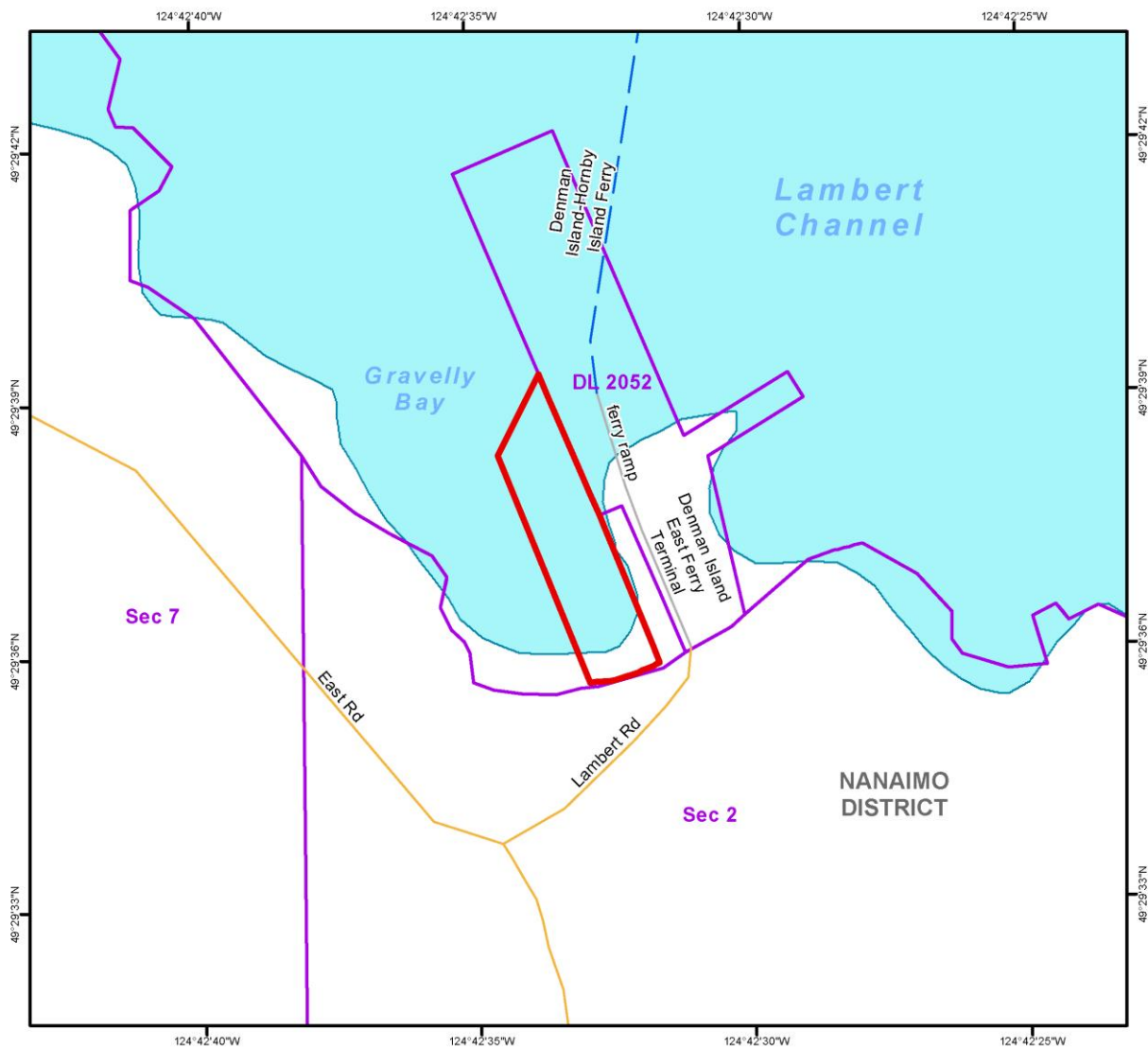
Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

LEGAL DESCRIPTION SCHEDULE

Legal Description:

UNSURVEYED CROWN FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF GRAVELLY BAY, NANAIMO DISTRICT, CONTAINING .27 HECTARES, MORE OR LESS



Map created on: 2024-07-05

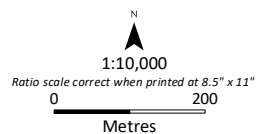
Page ____ of ____

M-2: K'ómoks Estuary Water Lot

M-2 Part 1: K'ómoks Estuary Water Lot Map



- K'ómoks water lot
- K'ómoks Lands
- K'ómoks Lands - Former K'ómoks First Nation Reserves
- Surveyed Parcel
- Park or protected area
- Paved road
- Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nanaimo
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

Appendix M-2 Part 1 K'ómoks Estuary Water Lot

Note: The Parties will update the Appendices before the Effective Date

M-2 Part 2: Form of K'ómoks Estuary Water Lot Lease

THIS AGREEMENT is dated for reference _____ and is made under the *Land Act*.

BETWEEN:

HIS MAJESTY THE KING 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:

K'ÓMOKS
(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.16 In this Agreement,

"Agreement" means this lease;

"Commencement Date" means the effective date of the K'ómoks Treaty;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Hazardous Substances" means any substance which is hazardous to persons, property or the environment, including without limitation

- (a) waste, as that term is defined in the *Environmental Management Act*; and
- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited,

controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

“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;

“Land” means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule” except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

“Management Plan” means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

“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;

“Rent” means the rent set out in Article 3;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

“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.

- 1.17 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and 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.

- 1.18 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.
- 1.19 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.20 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, 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.
- 1.21 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.
- 1.22 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.23 This Agreement constitutes the entire agreement between the parties 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.
- 1.24 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.25 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.26 Time is of the essence of this Agreement.
- 1.27 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 in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

- 1.28 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.
- 1.29 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.
- 1.30 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any conditions or qualifications that may be set in the Management Plan.

ARTICLE 2 - GRANT AND TERM

- 2.5 On the terms and conditions set out in this Agreement, we grant you a lease of the Land for purposes as set out in the Management Plan.
- 2.6 The term of this Agreement commences on the Commencement Date and terminates on the 99th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.
- 2.7 You may at your option renew this Agreement for one or more additional 99-year periods (anyone of which may be referred to as a “renewal term”) in perpetuity.
- 2.8 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

maybe. 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.

ARTICLE 3 - RENT

3.2 The Rent for the Term is \$1.00 annually, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

4.8 You must

- (a) pay, when due,
 - (i) the Rent to us at the address set out in Article 10,
 - (ii) any applicable Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of any applicable Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) 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 the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our

written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or 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;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access;

- (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 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 unless you obtain our prior written approval;

- (k) not interrupt passage by the public on foot, over the intertidal portion of the Land;
- (l) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (m) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (n) 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 one or more of the following:
 - (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) 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

- (o) 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 **TBA** days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building

(other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,

- (iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (iv) restore the surface of the Land to the condition the land was in on the Commencement Date, 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 all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.9 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.10 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.11 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.12 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.13 You must at our request from time to time, but not more frequently than annually, provide us

with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

4.14 We will provide you with quiet enjoyment of the Land.

ARTICLE 5 - LIMITATIONS

5.2 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Sustainability Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, by way of easement, right of way or statutory right of way, to any person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us, execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way;
- (d) for the purpose of subsection (c), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would have a material adverse impact on your use of the Land under this Agreement;
- (e) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b),

and (c);

- (f) if a proposed disposition under subsection (c) will not have a material adverse impact on your use of the Land under this Agreement you must not require any payment, whether as compensation or any other charge, as a condition of your consent to that disposition;
- (g) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any 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 and titles described in subsections (a), (b) and (c);
- (h) any interference with your use of the Land under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsection (a), (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;
- (i) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (j) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;
- (k) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;
- (l) you will make no claim against us or any person acting under the authority of any enactment of the Province of British Columbia for compensation, in damages or otherwise, if the Land becomes unsuitable for the purposes set out in this Agreement because of erosion, flooding or debris flow affecting the Land;
- (m) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (n) 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 4.1(q)(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 4.1(q)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(q)(iii); and

- (o) 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 and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.10 On the Commencement Date, you will deliver to us Security in the amount of \$XX which will

- (a) guarantee the performance of your obligations under this Agreement;
- (b) be in the form required by us; and
- (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.11 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.12 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Rent and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.13 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.14 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and

- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.15 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed “Province of British Columbia Certificate of Insurance”;
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed “Province of British Columbia Certificate of Insurance”;
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.16 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(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.

- 6.17 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 6.18 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

- 7.3 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.4 The parties acknowledge that the Province has provided its consent for the Lessee to sublease the Land to the Department of National Defense in order for K'ómoks to meet its obligations under the K'ómoks Treaty.
- 7.5 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

- 8.4 You agree with us that
 - (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or

- (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

- 8.5 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.
- 8.6 You agree with us that
- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
 - (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.6 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (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.
- 9.7 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.8 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.9 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Courtenay British Columbia, and if we or our authorized representative have no office in Courtenay, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Courtenay, British Columbia.
- 9.10 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.4 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 to the address of the other as follows:

to us

MINISTRY OF WATER, LAND AND RESOURCE STEWARDSHIP

Suite 142 - 2080 Labieux Road
Nanaimo, BC V9T 6J9;

to you

K'ómoks
3330 Comox Rd
Courtenay, BC V9N 3P8

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.

- 10.5 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 10.1.
- 10.6 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 11 - MISCELLANEOUS

- 11.9 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.

- 11.10 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.
- 11.11 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.
- 11.12 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.13 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.14 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an “as is” basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;

- (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a “site profile” under the *Environmental Management Act* or any regulations made under that act;
- (e) 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; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.

11.15 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.16 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HIS MAJESTY**

**THE KING IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**

by the minister responsible for the *Land Act*
or the minister's authorized representative

Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of
K'ÓMOKS by a duly
authorized signatory

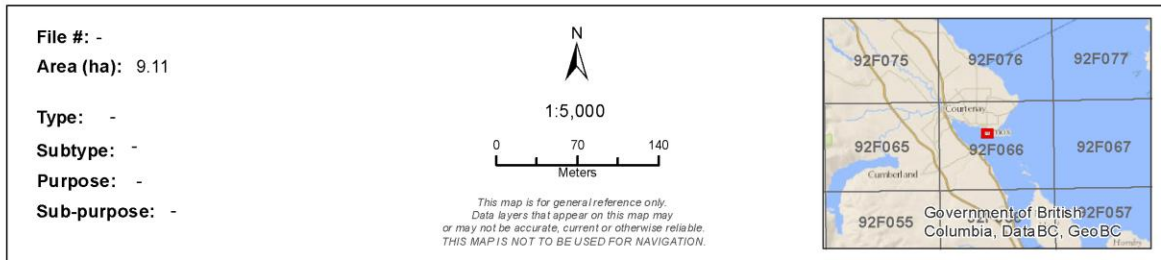
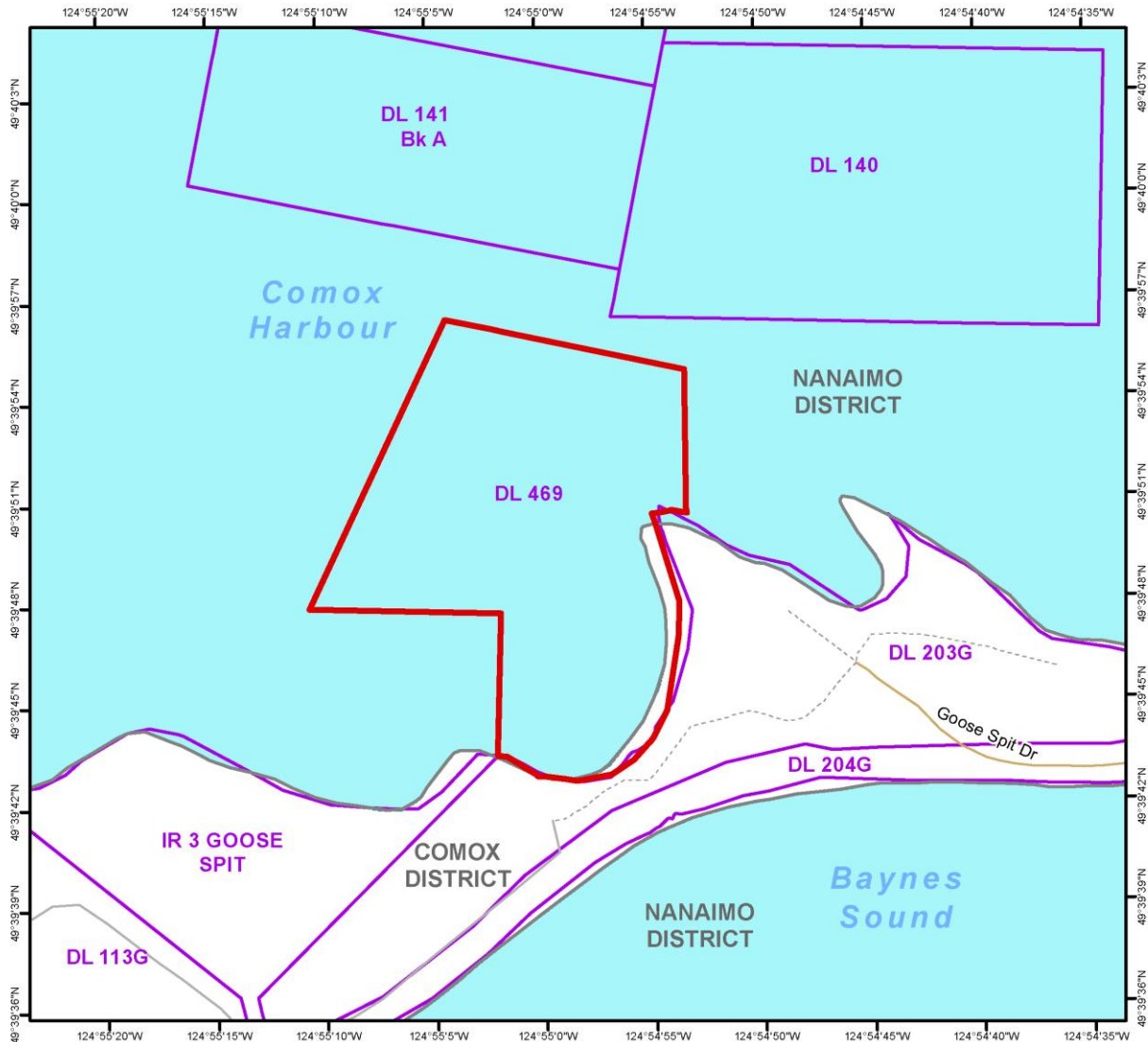
Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

LEGAL DESCRIPTION SCHEDULE

Legal Description:

DISTRICT LOT 469, NANAIMO DISTRICT



Map created on: 2024-07-05

Page ____ of ____

M-2 Part 3: Form of K'ómoks Estuary Water Lot Sublease

Note: the Parties will update the Appendices before the Effective Date.

Appendix N: Geographic Features to be Named or Renamed with K'ómoks Names

Appendix N-1: Geographic Features to be Named or Renamed with K'ómoks Names on, or as soon as practicable after, the Effective Date

Note: the Parties will update the Appendices before the Effective Date.

Feature type	K'ómoks Name	Former Official Name/Location if there is no former name
Island	Jáji7em “having trees”	Sandy Island
Reserve	Kw'itl't Kw'itl't is K'ómoks for upstream/upriver area <i>(Name to be determined by K'ómoks in advance of Effective Date)</i>	Pentledge 2
Reserve	Kw'umu7xws (Comox IR 1) or Kíxkax (Comox IR 1 east, Bayside) <i>(Name to be determined by K'ómoks in advance of Effective Date)</i>	Comox 1

Appendix N-2: Geographic Features that K'ómoks has a Special Interest in to be added to BC Geographical Names Database

Note: the Parties will update the Appendices before the Effective Date.

Feature type	K'ómoks Name	Current Official Name
Island	Kw'ulh	Seal Islets
Lake	Sa'ey'etl (Comox Lake) (To be determined by K'ómoks for initialing)	Comox Lake
River	Ol-mak-kaim (Courtenay or Puntledge River) - meaning something like 'being the right finger'	Puntledge River
Island	ch'átayich – name refers to entire island	Hornby Island
Island	Iháytayich – name refers to entire island	Denman Island
Spit	Pélxwíkw - Round point	Goose Spit
Beach	ts'a7ts'en - tide running quietly in & out of the lagoon	Williams Beach
Falls/ River	Skei-ep - laughing or whirling waters	Stotan Falls
Glacier	Kwénis "humpback whale"	Comox Glacier

Appendix O: Expropriation Procedures

O-1: Provincial Expropriation Procedures

PROVINCIAL EXPROPRIATION PROCEDURES

1. A Provincial Expropriating Authority may expropriate K'ómoks Lands only with the consent and by the order of the Lieutenant-Governor-in-Council.
2. Except to the extent that this Agreement modifies the application of Provincial Law, Provincial Law applies to the expropriation of K'ómoks Lands by a Provincial Expropriating Authority, including the process and procedures under the Expropriation Act.

PURCHASE OF K'ÓMOKS LANDS

3. Where a Provincial Expropriating Authority has determined that it requires K'ómoks Lands, the Provincial Expropriating Authority will make reasonable efforts to acquire the interest or fee simple estate by agreement with the owner.
4. The Provincial Expropriating Authority will notify K'ómoks of its intention to acquire K'ómoks Lands which are owned by K'ómoks or a person other than K'ómoks.
5. Where the Provincial Expropriating Authority and the owner of the fee simple estate are unable to reach an agreement on the acquisition of K'ómoks Lands, the Provincial Expropriating Authority may proceed with expropriation in accordance with this Appendix.
6. Where the Provincial Expropriating Authority other than British Columbia has determined that:
 - a. it requires a fee simple estate in K'ómoks Lands; and
 - b. the fee simple estate may no longer be K'ómoks Lands given the purposes for which the land is to be used,

then, notwithstanding any agreement for the purchase of the fee simple estate in K'ómoks Lands, the removal of the fee simple estate from K'ómoks Lands will require the consent of the Lieutenant-Governor-in-Council having regard for the factors under paragraph 8.

LIEUTENANT-GOVERNOR-IN-COUNCIL CONSENT

7. The Lieutenant-Governor-in-Council may issue an order consenting to an expropriation of K'ómoks Lands by a Provincial Expropriating Authority only:
 - a. after the conclusion of the procedures described in paragraphs 10 and 11; and
 - b. where the expropriation is justifiable under paragraph 8 based on:
 - i. information furnished by the Provincial Expropriating Authority; and
 - ii. the inquiry officer's report where an inquiry has been held under the *Expropriation Act*.
8. An expropriation is justifiable under paragraph 7 where the Lieutenant-Governor-in-Council is satisfied that, in addition to the applicable requirements under Provincial Law, the following requirements have been met:
 - a. there is no other reasonably feasible alternative to the expropriation, including the use of lands that are not K'ómoks Lands;
 - b. reasonable efforts have been made by the Provincial Expropriating Authority to acquire the K'ómoks Lands through agreement with the owner;
 - c. the Provincial Expropriating Authority has confirmed that the proposed expropriation is the smallest interest or estate necessary and for the shortest time required;
 - d. where, in the case of a fee simple estate, the Provincial Expropriating Authority other than British Columbia has requested that the lands no longer be K'ómoks Lands, the Provincial Expropriating Authority has confirmed that the removal of the lands from K'ómoks Lands is necessary for the purposes for which the land is to be used;
 - e. where K'ómoks has objected to the expropriation, reasonable efforts have been made to resolve the objection;
 - f. where the K'ómoks Lands are held by K'ómoks and K'ómoks has designated all or a portion of those lands as a K'ómoks Heritage Site under K'ómoks Law, reasonable efforts have been made to minimize or, where possible, avoid impacts on those portions of the lands that have been designated as a K'ómoks Heritage Site; and
 - g. information relevant to the expropriation, other than documents that would be protected from disclosure under Provincial Law, has been provided to K'ómoks, including:

- i. the Provincial Expropriating Authority's report referred to in paragraph 10; and
 - ii. the inquiry officer's report where an inquiry has been held under the Expropriation Act.
9. Notwithstanding paragraphs 7 to 8, the Lieutenant-Governor-in-Council may consent to the expropriation if the Minister or Lieutenant-Governor-in-Council has declared a state of emergency.

EXPROPRIATION PROCESS

10. Before the Lieutenant-Governor-in-Council makes a decision under paragraph 7, the Provincial Expropriating Authority will provide K'ómoks with a report which states the reasons for the expropriation and addresses the factors under paragraphs 8.a. to f.
11. Within 30 days of receipt of the report under paragraph 10, K'ómoks will notify the Provincial Expropriating Authority if it objects to the expropriation of K'ómoks Lands and, within 30 days of the Provincial Expropriating Authority's receipt of notice from K'ómoks, the Provincial Expropriating Authority and K'ómoks will make reasonable efforts to resolve the objection raised by K'ómoks.
12. Where the Provincial Expropriating Authority and K'ómoks are unable to resolve K'ómoks's objections under paragraph 11, the Provincial Expropriating Authority may proceed with the expropriation of K'ómoks Lands on notice to K'ómoks and any person entitled to notice under the *Expropriation Act*.
13. For the purposes of paragraph 12:
 - a. K'ómoks may participate in any inquiry under the *Expropriation Act* relating to the expropriation of K'ómoks Lands and, whether or not it participates in the inquiry, will be entitled to receive the inquiring officer's report submitted to the approving officer; and
 - b. where K'ómoks Lands are not registered in the Land Title Office, the requirements under the *Expropriation Act* to file the expropriation notice in the Land Title Office will not apply.
14. The Lieutenant-Governor-in-Council will be the "approving authority" under the *Expropriation Act* in relation to an expropriation of K'ómoks Lands under that Act.
15. Where the Lieutenant-Governor-in-Council has consented to the expropriation of K'ómoks Lands and those lands are not registered in the Land Title Office,

K'ómoks will, at the request of the Provincial Expropriating Authority, register the lands in the Land Title Office in accordance with the Land Title Chapter and the Provincial Expropriating Authority will be responsible for the transaction costs of surveying, registering and transferring the land, if applicable.

COMPENSATION

16. Where the Lieutenant-Governor-in-Council has consented to a Provincial Expropriating Authority's expropriation of K'ómoks Lands, the Provincial Expropriating Authority will compensate the owner of the land based on the criteria set out in Provincial Law, subject to paragraphs 19 and 20.
17. Where the Provincial Expropriating Authority and the owner of the land disagree on the amount of compensation, the amount of compensation will be determined in accordance with Provincial Law.
18. A dispute under paragraph 17 will not delay the expropriation.

REPLACEMENT LAND

19. Where a fee simple estate in K'ómoks Lands is expropriated by a Provincial Expropriating Authority, before offering compensation in accordance with Provincial Law, the Provincial Expropriating Authority will first make reasonable efforts to identify and offer replacement land of comparable value within K'ómoks Area to the owner whose land is expropriated.
20. Where there is no agreement under paragraph 19, or the replacement land is of less than comparable value, the Provincial Expropriating Authority will provide the owner with other, or additional, compensation in accordance with Provincial Law.
21. At the request of K'ómoks, British Columbia and Canada will consent to the replacement land being added to K'ómoks Lands where:
 - a. the replacement land:
 - i. is provincial Crown land which has been transferred by British Columbia to K'ómoks; or
 - ii. is not provincial Crown land and has been transferred by a Provincial Expropriating Authority other than British Columbia to K'ómoks subject to the conditions set out in paragraph 64 of the Lands Chapters; and
 - b. Canada consents to such replacement lands becoming K'ómoks Lands in accordance with a request under paragraph 64 of the Lands Chapter.

22. Upon receipt by K'ómoks of notice of the consent of each of British Columbia and Canada, Appendix C will be amended in accordance with the process set out in paragraph [•] of the Amendment Chapter.

RETURN OF AN EXPROPRIATED ESTATE OR INTEREST

23. Where the expropriated K'ómoks Land is no longer required by the Provincial Expropriating Authority, the Provincial Expropriating Authority will not dispose of the lands without first offering the owner from whom it was taken or, where such owner does not wish to acquire the land, K'ómoks, a right of first refusal to purchase the land.
24. Where the land was expropriated and removed from K'ómoks Lands under paragraph 8.d, and the land is returned to the owner from whom it was taken or K'ómoks under paragraph 23, K'ómoks may add the parcel to K'ómoks Lands upon notice to Canada and British Columbia.
25. Upon receipt by Canada and British Columbia of notice under paragraph 24, the parcel will become K'ómoks Lands and Appendix [•] will be amended in accordance with the process set out in paragraph [•] of the Amendment Chapter.

SUBSURFACE RESOURCES

26. Unless British Columbia and K'ómoks agree otherwise, the expropriation and removal of a fee simple estate from K'ómoks Lands under paragraph 8.d will include the Subsurface Resources, if owned by K'ómoks, a K'ómoks Corporation or a K'ómoks Public Institution at the time of expropriation, which will revert to British Columbia at the time of the expropriation.
27. K'ómoks will own the Subsurface Resources on any replacement lands or lands that are added to K'ómoks Lands under paragraphs 22 and 25 where:
 - a. the fee simple includes ownership of the Subsurface Resources; or
 - b. British Columbia owns the Subsurface Resources.
28. For the purposes of paragraph 27.b, any Subsurface Tenures and the Subsurface Resources associated with those Subsurface Tenures will be administered by British Columbia in accordance with paragraphs 6 to 16 of the Subsurface Chapter.
29. Appendix K-1 will be amended in accordance with the process set out in paragraph 9 of the Amendment Chapter to:

- a) remove the Subsurface Resources that revert to British Columbia under paragraph 26; or
- b) include the Subsurface Resources transferred to K'ómoks under paragraph 27.

TOTAL AMOUNT OF LAND SUBJECT TO EXPROPRIATION

- 30. Subject to paragraphs 31 and 32, the total amount of a fee simple estate in K'ómoks Lands that may be expropriated by British Columbia is 86.57 hectares.
- 31. The total amount of a fee simple estate in K'ómoks Lands that may be expropriated by British Columbia as set out in paragraph 30 increases by 2.5 percent of the area, in hectares, of the estate in fee simple added in accordance with Paragraphs X - Y of the Lands Chapter to K'ómoks Lands.
- 32. Where replacement land is provided under paragraph 22, or a fee simple estate is returned to K'ómoks in accordance with paragraph 25, the amount of K'ómoks Lands that may be expropriated in fee simple under paragraph 30 will be increased by the amount of the fee simple estate, replaced or returned to K'ómoks.

K'ÓMOKS LAW-MAKING AUTHORITY

- 33. Nothing under K'ómoks Law, including any restrictions on the ownership of K'ómoks Lands, will prevent the expropriation of K'ómoks Lands in accordance with this Agreement and Provincial Law.
- 34. Subject to paragraph 8.d, K'ómoks Laws apply to expropriated K'ómoks Lands except to the extent that K'ómoks' use or occupation of the land or K'ómoks Law is inconsistent with the use of land for which the expropriation took place.

O-2: Federal Expropriation Procedures

Note: The Parties will update this Appendix prior to ratification.

1. The Governor-in-Council may consent to an expropriation of an interest in K'ómoks Lands if the expropriation is justifiable in accordance with paragraph 3 and necessary for a public purpose.
2. For greater certainty, where Federal Law deems an expropriation to be for a public purpose, the expropriation will be deemed to be necessary for a public purpose under this Agreement.
3. The Governor-in-Council may consent to any expropriation of an interest in K'ómoks Lands only if the Governor-in-Council is satisfied that, in addition to any other legal requirements that may apply, the following requirements have been met:
 - a. there is no other reasonably feasible alternative land to acquire that is not K'ómoks Lands;
 - b. reasonable efforts have been made by the Federal Expropriating Authority to acquire the interest in K'ómoks Lands through agreement with K'ómoks;
 - c. the most limited interest in K'ómoks Lands necessary is expropriated for the shortest time required; and
 - d. all information relevant to the expropriation, other than documents that would be protected from disclosure pursuant to Federal Law, has been provided to K'ómoks.
4. Prior to the Governor-in-Council issuing an order consenting to the expropriation of an interest in K'ómoks Lands, the Federal Expropriating Authority will provide to K'ómoks, and make available to the public, a report stating the justification for the expropriation and describing the steps taken to satisfy the requirements set out in paragraph 3.
5. If K'ómoks objects to a proposed expropriation of an interest in K'ómoks Lands, it may, within 60 days after the report has been provided to K'ómoks under paragraph 4, by providing notice in writing to the Federal Expropriating Authority, refer the matter directly to neutral evaluation under Stage Two of the Dispute Resolution Chapter for review of the steps taken to satisfy the requirements set out in paragraph 3.
6. The Federal Expropriating Authority may not seek Governor-in-Council consent to the expropriation of an interest in K'ómoks Lands:
 - a. before the expiration of the period referred to in paragraph 5;
 - b. if K'ómoks has referred the matter to a neutral evaluator in accordance with paragraph 5, before the neutral evaluator has delivered an opinion on the matter, such opinion to be rendered within 60 days of the referral being made; or

- c. within such additional time as K'ómoks and the Federal Expropriating Authority may agree.
7. Without limiting the generality the Dispute Resolution Chapter, the opinion of the neutral evaluator under subparagraph 6b:
 - a. is without prejudice to the legal positions that may be taken by a Federal Expropriating Authority and K'ómoks in court or in any other forum;
 - b. will not be admissible in any legal proceedings, unless otherwise required by law; and
 - c. is not binding on the Governor-in-Council under paragraphs 1 and 3.
8. If a fee simple interest in a parcel of K'ómoks Lands is expropriated by a Federal Expropriating Authority, the Federal Expropriating Authority will make reasonable efforts to identify replacement land within the K'ómoks Traditional Territory, being Crown land or land available on a willing-seller willing-buyer basis of equivalent or greater size and comparable value and, if acceptable to K'ómoks, to acquire and offer the replacement land to K'ómoks as partial or full compensation for the expropriation.
9. If the Federal Expropriating Authority and K'ómoks are unable to agree on the provision of replacement land as compensation, the Federal Expropriating Authority will provide K'ómoks with other compensation in accordance with this Agreement.
10. If the replacement land identified by the Federal Expropriating Authority would result in the total size of K'ómoks Lands being less than at the Effective Date and K'ómoks does not agree that the replacement land is of comparable value to the interest in K'ómoks Lands being expropriated, K'ómoks may refer the issue of whether the replacement land is of comparable value to the interest in K'ómoks Lands being expropriated to be finally determined by arbitration under the Dispute Resolution Chapter.
11. The total value of compensation for an interest in K'ómoks Lands expropriated by a Federal Expropriating Authority pursuant to this Appendix will be based upon the following factors:
 - a. the market value of the expropriated interest or of the K'ómoks Lands in which an interest has been expropriated;
 - b. the replacement value of any improvement to the K'ómoks Lands in which an interest has been expropriated;
 - c. any expenses or losses resulting from the disturbance directly attributable to the expropriation;
 - d. any reduction in the value of any interest in K'ómoks Lands that is not expropriated which directly relates to the expropriation;

- e. any adverse effect on any cultural or other special value of K'ómoks Lands in which an interest has been expropriated provided that the cultural or other special value is only applied to an interest in K'ómoks Lands recognized in law and held by K'ómoks, and provided that there will be no increase in the total value of compensation on account of any Aboriginal rights, title or interest; and
 - f. the value of any special economic advantage arising out of or incidental to the occupation or use of the K'ómoks Lands by K'ómoks to the extent that the value is not otherwise compensated.
- 12. If the total value of compensation cannot be agreed upon between the Federal Expropriating Authority and K'ómoks, or if there is disagreement on whether the combination of replacement land and cash is equal to the total value of compensation, the Federal Expropriating Authority or K'ómoks may refer the matter for dispute resolution under the Dispute Resolution Chapter.
- 13. A dispute on the valuation of replacement land under paragraph 10, or on the total value of compensation under paragraph 12, or on the terms and conditions of the return of land under paragraph 26, will not delay the expropriation.
- 14. Interest is payable on compensation from the date of an expropriation at the interest rate payable in accordance with Federal Law.
- 15. If a Federal Expropriating Authority expropriates or otherwise acquires a fee simple interest in a parcel of K'ómoks Lands, the land will no longer be K'ómoks Lands, and Appendix B will be amended in accordance with paragraph 9 of the Amendment Chapter.
- 16. If a Federal Expropriating Authority expropriates less than a fee simple interest in a parcel of K'ómoks Lands:
 - a. the parcel of land retains its status as K'ómoks Lands;
 - b. the parcel of land remains subject to K'ómoks Law that are otherwise applicable, except to the extent that such laws are inconsistent with or interferes with the use of the interest that was expropriated; and
 - c. K'ómoks may continue to use and occupy the parcel of land, except to the extent the use or occupation is inconsistent with or interferes with the expropriation in the view of the Federal Expropriating Authority.
- 17. K'ómoks may make a request under paragraph 92 of the Lands Chapter to have a parcel of replacement land transferred to K'ómoks under paragraph 8 added to K'ómoks Lands, if that parcel of land is within the K'ómoks Traditional Territory.
- 18. Paragraphs 91 and 93 to 101 of the Lands Chapter apply to a request to add a parcel of replacement to K'ómoks Lands made under paragraph 17, except as otherwise provided in paragraphs 19 and 20.

19. When considering a request to add a parcel of replacement to K'ómoks Lands made under paragraph 17, Canada will take into account the matters set out in subparagraphs 94(a) and 94(b) of the Lands Chapter and will not take into account the matters set out in subparagraph 94(c) of the Lands Chapter.
20. Notwithstanding paragraph 19, Canada will agree to a request made under paragraph 17 if the replacement land does not overlap with an area that is the subject of any claims or treaty negotiations with an Other Indigenous Nation.
21. If an expropriated interest in a parcel of K'ómoks Lands is no longer required for the purpose for which it was expropriated, the federal department, agency, or other entity, or its successors or assigns, will ensure that the interest in land is returned to K'ómoks, on the terms and conditions negotiated in accordance with paragraph 26.
22. Where K'ómoks becomes the registered owner of the fee simple interest in a parcel of land that is returned to K'ómoks under paragraph 21, K'ómoks may add that parcel to K'ómoks Lands upon notice to Canada and British Columbia.
23. Upon receipt by Canada and British Columbia of a notice under paragraph 22, Appendix B will be amended in accordance with paragraph 9 of the Amendment Chapter to reflect the addition of the parcel, and the land will become K'ómoks Lands when the amendment takes effect.
24. The consent of the Governor-in-Council is not required to give effect to a reversion under paragraph 21, and the federal department, agency or other entity who holds the expropriated interest will determine the disposition of any improvements made to the land in a manner consistent with the agreement reached pursuant to paragraph 26.
25. K'ómoks agrees that the return of an interest in K'ómoks Lands in accordance with paragraph 21 will not result in Canada or British Columbia assuming financial or other obligations, unless agreed to in writing at the time of the expropriation.
26. At the time of the expropriation, K'ómoks and the Federal Expropriating Authority will negotiate the terms and conditions of the return of an expropriated interest in K'ómoks Lands, including:
 - a. requirements relating to financial considerations based on market value principles;
 - b. the condition of the land to be returned; and
 - c. the process for resolving any disputes around the implementation of these terms and conditions.
27. Where the terms and conditions of the return of an expropriated interest in K'ómoks Lands cannot be agreed upon by K'ómoks and the Federal Expropriating Authority at the time of the expropriation, either K'ómoks or the Federal Expropriating Authority may refer the issue to be finally determined by arbitration under the Dispute Resolution Chapter.

28. Except as otherwise provided in paragraphs 5, 10, 12 and 27 of this Appendix, no conflict or dispute between the Parties respecting the interpretation, application or implementation of paragraphs 123 to 125 of the Lands Chapter or this Appendix will go to dispute resolution under the Dispute Resolution Chapter.
29. Where the fee simple interest in a parcel of K'ómoks Lands is held by any person other than K'ómoks, any interest in that parcel of K'ómoks Lands may be expropriated by a Federal Expropriating Authority in accordance with:
- a. Federal Law;
 - b. the Lands Chapter; and
 - c. the procedures set out in paragraphs 1 to 7, 15 to 16 and 21 to 27;
- and for greater certainty, any return of land under paragraphs 21 to 25 will be to K'ómoks.
30. For greater certainty, except to the extent that this Agreement modifies the application of Federal Law relating to an expropriation of K'ómoks Lands, Federal Law relating to expropriation will apply to an expropriation of K'ómoks Lands.

Appendix P: Dispute Resolution Procedures

P-1: Collaborative Negotiation

DEFINITIONS

1. In this Appendix:

"Chapter" means the Dispute Resolution Chapter of the Final Agreement;

"party" means a participating Party to collaborative negotiations under this Appendix;
and

"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 subparagraph 7.c of the Chapter, on the date of the first negotiation meeting.

NOTICE

3. A notice under paragraph 15 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 7.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 paragraph 26 of the Chapter.
8. For purposes of subparagraph 26.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
 - f 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 7.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.

APPENDIX P
Dispute Resolution Procedures
P-2: Mediation

DEFINITIONS

1. In this Appendix:

"Chapter" means the Dispute Resolution Chapter of the Final Agreement;

"party" means a participating Party to a mediation under this Appendix; and

"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 paragraph 24 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 K'ómoks Member, or related to a K'ómoks Member, must not be required to withdraw under section 7 solely on the grounds of that membership 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

- e. 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 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.

APPENDIX P
Dispute Resolution Procedures
P-3: Technical Advisory Panel

DEFINITIONS

1. In this Appendix:

"Chapter" means the Dispute Resolution Chapter of the Final Agreement;

"member" means a member of the panel;

"panel" means a technical advisory panel appointed under this Appendix;

"party" means a participating Party to a reference under this Appendix;

"reference" means a reference of a Disagreement to the panel; and

"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 paragraph 24 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 to 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;
 - b. any admissions made by any party in the course of the reference, unless otherwise stipulated by the admitting party;
 - c. the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement; and
 - d. 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
 - b. 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
Dispute Resolution Procedures
P-4: Neutral Evaluation

DEFINITION

1. In this Appendix:

"Chapter" means the Dispute Resolution Chapter of the Final Agreement;

"party" means a participating Party to a neutral evaluation under this Appendix; and

"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 paragraph 24 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 K'ómoks Member, or related to a K'ómoks 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 32, 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.
22. Where the matter referred to the neutral evaluator is an objection to a proposed expropriation of an interest in K'ómoks Lands under Section 7 of Appendix F, Part 2, the following time limits apply to the neutral evaluation process set out in this Appendix, unless the Parties agree otherwise in writing:
 - a. under section 20, written submissions must be delivered within 28 days after the commencement of a neutral evaluation;
 - b. under section 21, replies must be delivered within 35 days after the commencement of a neutral evaluation;
 - c. under section 16, if a hearing is held it must be held within 45 days after the commencement of a neutral evaluation; and
 - d. under section 30, the neutral evaluator will deliver a written opinion within 60 days after the commencement of a neutral evaluation.

CONFIDENTIALITY

23. In order to assist in the resolution of the Disagreement, a neutral evaluation will not be open to the public.
24. 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.

25. 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 29, the opinion of the neutral evaluator.
26. Sections 24 and 25 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.
27. 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.
28. 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.
29. Despite sections 24 to 27, 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

30. 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.

31. An opinion under section 30 is not binding on the parties.

ATTEMPT TO RESOLVE AFTER OPINION

32. Within 21 days after delivery of an opinion under section 30, 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.

33. If the parties and the neutral evaluator agree, the neutral evaluator may attend a meeting under section 32, and provide any necessary assistance to the parties.

FAILURE TO COMPLY

34. If a party fails to participate in the neutral evaluation as contemplated in sections 14 to 22, 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

35. A neutral evaluation is terminated when any of the following occurs:

- a. the neutral evaluator gives a notice of termination under section 34.b;
- b. the expiration of 30 days after receipt of an opinion under section 30 or 34, 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 the neutral evaluation; or

- d. all the parties directly engaged in the Disagreement sign a written agreement resolving the Disagreement.

COSTS

- 36. A party that has failed to participate in a neutral evaluation as contemplated in sections 14 to 22 is responsible for its share of the costs of the neutral evaluation, despite its failure to participate.

APPENDIX P
Dispute Resolution Procedures
P-5: Community Advisory Council

DEFINITIONS

1. In this Appendix:

"Chapter" means the Dispute Resolution Chapter of the Final Agreement;

"council" means the community advisory council appointed under this Appendix;

"community advisor" means a member of the council;

"party" means a participating Party to the reference under this Appendix;

"reference" means a reference of a Disagreement to the council; and

"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 a community advisory council under paragraph 24 of the Chapter.

APPOINTMENT OF COMMUNITY ADVISORY COUNCIL

3. Within 30 days after a reference has commenced, each party will appoint at least one, but not more than three, community advisors to the council.
4. Preferably, the community advisors 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 community advisor:

- 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 community advisor's appointment to the council may not be terminated until termination of the reference in which the community advisor is involved.
6. If a community advisor's appointment is terminated in the circumstances described in section 5.a or 5.b and that community advisor was the only community advisor of the council appointed by a party to the reference, that party must replace the community advisor within seven days.
7. If a community advisor's appointment is terminated in the circumstances described in section 5.a or 5.b and that community advisor was not the only community advisor of the council appointed by a party to the reference, that party may replace the community advisor 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 a community advisor 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. A community advisor, 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. A community advisor, 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 community advisors 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 community advisor 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
Dispute Resolution Procedures
P-6: Arbitration

DEFINITIONS

1. In this Appendix:

"applicant" means:

- i.in an arbitration commenced under paragraph 28 of the Chapter, the party that delivered the notice of arbitration; and
- ii.in an arbitration commenced under paragraph 29 of the Chapter, the party that the parties have agreed will be the applicant in the agreement to arbitrate;

"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;

"arbitral tribunal" means a single arbitrator or a panel of arbitrators appointed under this Appendix;

"arbitration agreement" includes:

- i.the requirement to refer to arbitration disagreements described in paragraph 28 of the Chapter; and
- ii.an agreement to arbitrate a Disagreement as described in paragraph 29 of the Chapter; "Chapter" means the Dispute Resolution Chapter of the Final Agreement;

"party" means a participating Party to arbitration under this Appendix; "respondent" means a party other than the applicant;

"section" means a section of this Appendix; and

"Supreme Court" means the Supreme Court of British Columbia.

GENERAL

2. A reference in this Appendix, other than in section 87 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 paragraph 4 of the Chapter, the parties may not vary section 53 or 97.

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
 - a. 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 paragraph 14 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 paragraph 28 of the Chapter, commences on delivery of the notice of arbitration to the Parties; or
 - b. agreed to be arbitrated as set out in paragraph 29 of the Chapter, commences on the date of the arbitration agreement.

NOTICE OF ARBITRATION

15. A notice of arbitration under paragraph 28 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 paragraph 28 of the Chapter, there will be three arbitrators; and
- b. agreed to be arbitrated as set out in paragraph 29 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. 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 26.

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:

- a. each party will appoint one arbitrator, and the two appointed arbitrators will jointly appoint the third arbitrator; and
- b. the three arbitrators will select a chair from among themselves.

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;
- b. the two appointed arbitrators fail to agree on the third arbitrator within 30 days after the last of them was appointed; or
- c. the three arbitrators fail to select a chair within 15 days after the last of them was appointed,

the applicable 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:

- a. the three parties will jointly appoint the three arbitrators; and
- b. the three arbitrators will select a chair from among themselves.

24. In the appointment procedure under section 23, if:

- a. the three parties fail to agree on the three arbitrators within 60 days after the commencement of the arbitration; or
- b. the three arbitrators fail to select a chair within 15 days after the last of them was appointed,

the applicable appointments will be made by the neutral appointing authority, on the written request of a party copied to the other parties.

25. The neutral appointing authority, in appointing an arbitrator or chair, must have due regard to:

- a. any qualifications 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

26. 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.

27. 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 26 unless the parties have already been informed of them.

28. 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.

29. 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.

30. A person who is a K'ómoks Member, or related to a K'ómoks Member, may not be challenged under section 28 solely on the grounds of that membership or relationship.

CHALLENGE PROCEDURE

31. 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 28.

32. Unless the arbitrator challenged under section 31 withdraws from office, or the other parties agree to the challenge, the arbitral tribunal must decide on the challenge.

33. If a challenge under any procedure agreed upon by the parties or under the procedure under section 31 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.

34. The decision of the neutral appointing authority under section 33 is final and is not subject to appeal.

35. While a request under section 33 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

36. 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.

37. If a controversy remains concerning any of the grounds referred to in section 36, a party may request the neutral appointing authority to decide on the termination of the mandate.

TERMINATION OF MANDATE AND SUBSTITUTION OF ARBITRATOR

38. In addition to the circumstances referred to under sections 31 to 33, and 36, 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.

39. If the mandate of an arbitrator terminates, a replacement arbitrator must be appointed under sections 19 to 25, as applicable.

40. If a single or chairing arbitrator is replaced, any hearings previously held must be repeated.

41. 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.

42. An order or ruling of the arbitral tribunal made before the replacement of an arbitrator under section 39 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

43. An arbitral tribunal may rule on its own jurisdiction.

44. 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.

45. 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.
46. An arbitral tribunal may, in either of the cases referred to in section 44 or 45, admit a later plea if it considers the delay justified.
47. An arbitral tribunal may rule on a plea referred to in section 44 or 45 either as a preliminary question or in the arbitral award.
48. 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.
49. A decision of the Supreme Court under section 48 is final and is not subject to appeal.
50. While a request under section 48 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

51. 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.
52. The arbitral tribunal may require a party to provide appropriate security in connection with a measure ordered under section 51.

EQUAL TREATMENT OF PARTIES

53. 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

54. Subject to this Appendix, the parties may agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings.
55. Failing any agreement under section 54, the arbitral tribunal, subject to this Appendix, may conduct the arbitration in the manner it considers appropriate.

56. 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.
57. 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.
58. 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

59. Within 10 days after the chair of the arbitral tribunal is selected, 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. the procedure to be followed in the arbitration;
 - c. the time periods for taking steps in the arbitration;
 - d. the scheduling of hearings or meetings, if any;
 - e. any preliminary applications or objections; and
 - f. any other matter which will assist the arbitration to proceed in an efficient and expeditious manner.
60. 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.
61. The pre-hearing meeting may be conducted by conference call.

PLACE OF ARBITRATION

62. The arbitration will take place in the Province of British Columbia.
63. Despite section 62, 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

64. 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 paragraph 44 of the Chapter.

STATEMENTS OF CLAIM AND DEFENCE

65. 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.
66. 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.
67. 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.
68. 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.
69. The parties will deliver copies of all amended, supplemented or new documents delivered under section 68 to all the Parties.

DISCLOSURE

70. The arbitral tribunal may order a party to produce, within a specified time, any documents that:
- a. have not been listed under section 67;
 - b. the party has in its care, custody or control; and c. the arbitral tribunal considers to be relevant.

71. 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 67, or that the arbitral tribunal has ordered to be produced under section 70.
72. The parties will prepare and send to the arbitral tribunal an agreed statement of facts within the time specified by the arbitral tribunal.
73. 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.
74. 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

75. 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.
76. 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.
77. 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.
78. 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.
79. 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.
80. The arbitral tribunal must schedule hearings to be held on consecutive days until completion.
81. 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.

82. 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.
83. The document assemblies delivered under section 74 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.
84. 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 67, or produced as required under section 70 or 74, 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.
85. 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.
86. 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

87. If, without showing sufficient cause, the applicant fails to communicate its statement of claim in accordance with section 65, the arbitral tribunal may terminate the proceedings.
88. If, without showing sufficient cause, a respondent fails to communicate its statement of defence in accordance with section 66, the arbitral tribunal must continue the proceedings without treating that failure in itself as an admission of the applicant's allegations.
89. 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.
90. Before terminating the proceedings under section 87, 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

91. 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.
- 92. The arbitral tribunal must give a copy of the expert's report to the parties who must have an opportunity to reply to it.
- 93. 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.
- 94. 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 land.

LAW APPLICABLE TO SUBSTANCE OF DISPUTE

- 95. An arbitral tribunal must decide the Disagreement in accordance with the law.
- 96. If the parties have expressly authorized it to do so, an arbitral tribunal may decide the Disagreement based upon equitable considerations.
- 97. In all cases, an arbitral tribunal must make its decisions in accordance with the spirit and intent of the Final Agreement.
- 98. 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.
- 99. A party may appeal a decision in the Supreme Court under section 98 to the British Columbia Court of Appeal with leave of the British Columbia Court of Appeal.
- 100. 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 98; or
 - b. hears an appeal from a ruling of the Supreme Court under section 98,

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 98 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:
- 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 which, for greater certainty, may include interest on costs awarded under paragraphs 113 and 115.
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.

115. Notwithstanding section 113, and in accordance with paragraph 19 of the Periodic Renewal and Orderly Process Chapter, an arbitral tribunal will award the following costs against any party that it determines has not participated in a Periodic Renewal in good faith:
- a. costs incurred in connection with the arbitral proceedings; and
 - b. costs incurred in connection with the Periodic Renewal.
116. An order for costs under paragraph 115a) will be comprised of the following costs:
- a. the fees and expenses of the arbitrators and expert witnesses;
 - b. legal fees and expenses of the parties;
 - c. any administration fees of a neutral appointing authority, if applicable; and
 - d. any other expenses incurred in connection with the arbitral proceedings.
117. Costs awarded under section 115 b) will be comprised, as determined by the Arbitral Tribunal, of the cost of the legal fees and expenses and other expenses of the parties incurred in connection with or wasted as a result of a party's failure to participate in Periodic Renewal in good faith.
118. An order for costs under section 115 will specify:
- a. the party entitled to costs;
 - b. the party who will pay the costs;
 - c. subject to section 119, the amount of costs or method of determining that amount; and
 - d. the manner in which the costs will be paid.
119. For the purposes of Section 115, an arbitral tribunal will award 100% of the reasonable and necessary legal fees and expenses that were actually incurred by a party in the arbitral proceedings and the Periodic Renewal, and where 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.
120. An arbitral tribunal may, in its discretion, include in any order of costs that it may make under Section 115 an additional financial penalty of up to three times the amount of the total costs awarded.

TERMINATION OF PROCEEDINGS

121. 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.
122. A final arbitral award, or an order of the arbitral tribunal under section 117, terminates arbitral proceedings.

123. 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.
124. 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

125. 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.
126. 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.
127. 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.
128. 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.
129. If the arbitral tribunal considers a request made under section 122 to be justified, it must make an additional arbitral award within 60 days.
130. 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

131. 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.
132. 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.
133. 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.

134. 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.

135. 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

136. 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.

137. 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.

138. 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.

139. 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.
140. 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.
141. 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.
142. 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.
143. No application may be made under section 130 in respect of:
- a. an arbitral award based upon equitable considerations as permitted in section 96; or
 - b. an arbitral award made in an arbitration commenced under paragraph 29 of the Chapter.
144. No application for leave may be brought under section 130 in respect of a ruling made by the Supreme Court under section 98 if the time for appealing that ruling has already expired.

RECOGNITION AND ENFORCEMENT

145. An arbitral award must be recognized as binding and, upon application to the Supreme Court, must be enforced subject to paragraphs 177 and 178 of the Self-Government Chapter.
146. 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.

GROUND FOR REFUSING ENFORCEMENT

147. 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.

148. 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 paragraph 32 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: Fisheries

Q-1: Map of K'ómoks Fishing Area



K'ómoks Fishing Area

— Paved road



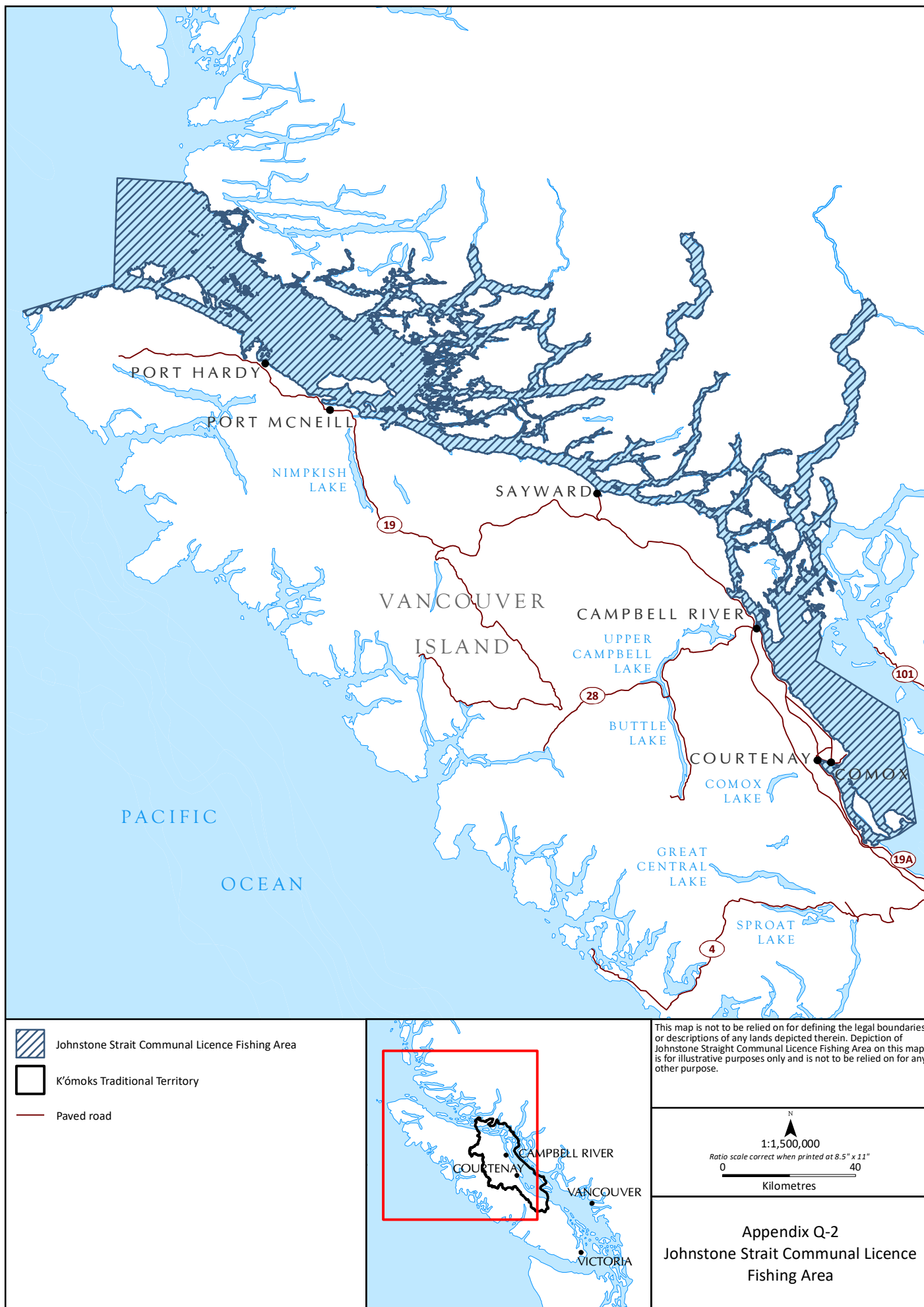
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Fishing Area on this map is for illustrative purposes only and is not to be relied on for any other purpose.

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Ratio scale correct when printed at 8.5" x 11"
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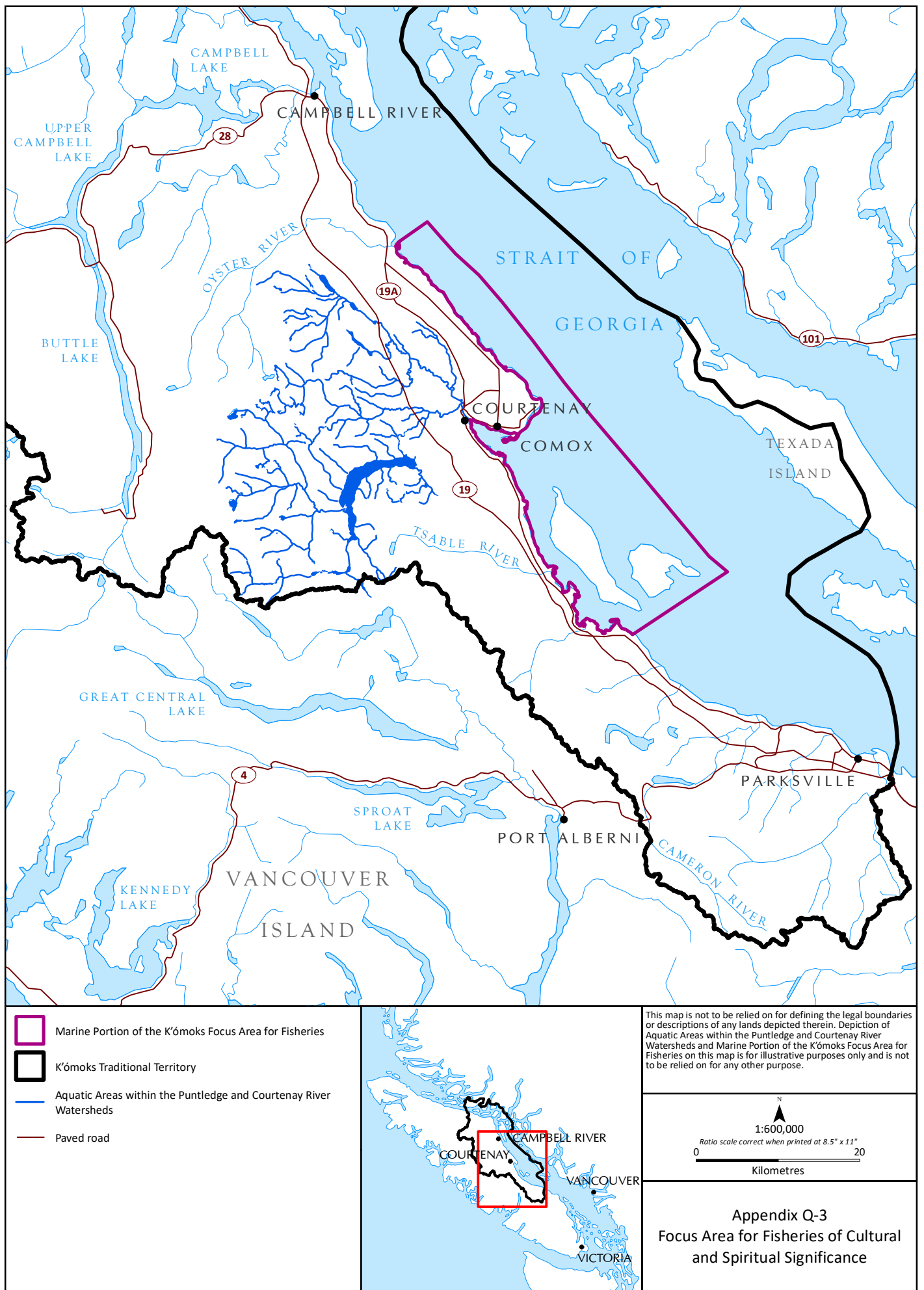
Appendix Q-1
K'ómoks Fishing Area

Note: The Parties will update the Appendices before the Effective Date

Q-2: Map of Johnstone Strait Communal Licence Fishing Area



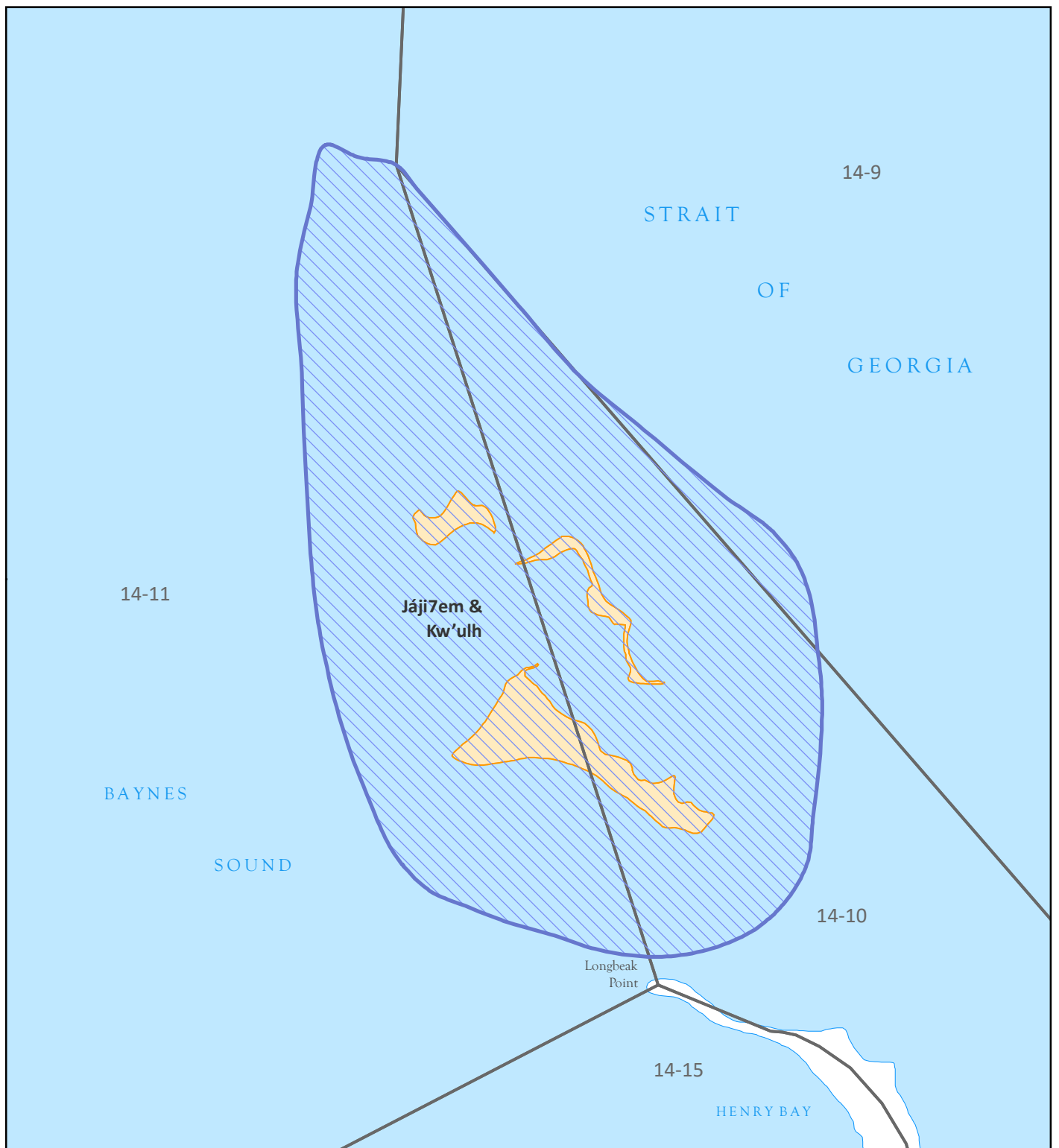
Q-3: Map of Focus Area for Fisheries of Cultural and Spiritual Significance








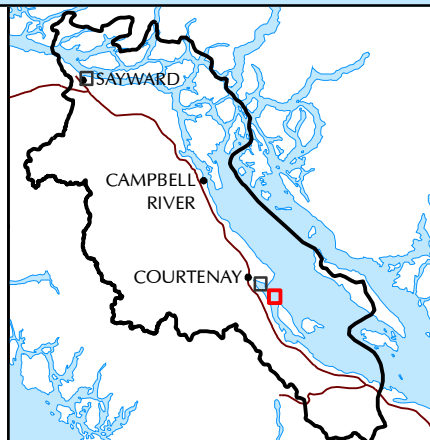
Note: The Parties will update the Appendices before the Effective Date

Q-4: K'ómoks Shellfish Intertidal Harvest Areas

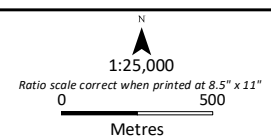
Q-4 Part 1: Map of K'ómoks Shellfish Intertidal Harvest Areas - Jáji7em & Kw'ulh



-  K'ómoks Shellfish Intertidal Harvest Areas
-  Fisheries Management Sub Area (Department of Fisheries and Oceans)
-  K'ómoks Lands
-  K'ómoks Lands - Former K'ómoks First Nation Reserves
-  K'ómoks Traditional Territory
-  Paved road



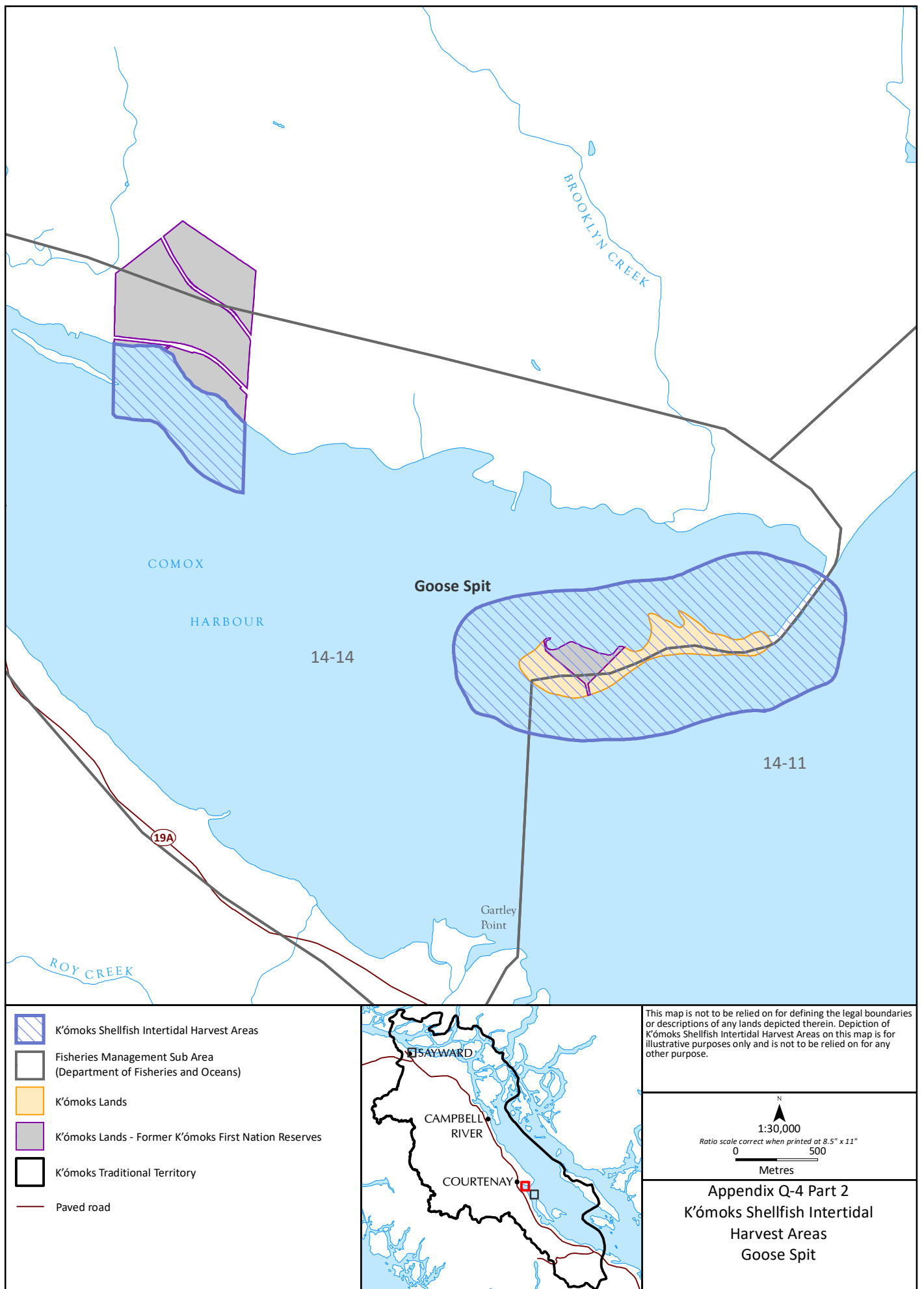
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Shellfish Intertidal Harvest Areas on this map is for illustrative purposes only and is not to be relied on for any other purpose.



Appendix Q-4 Part 1 K'ómoks Shellfish Intertidal Harvest Areas Jáji7em & Kw'ulh

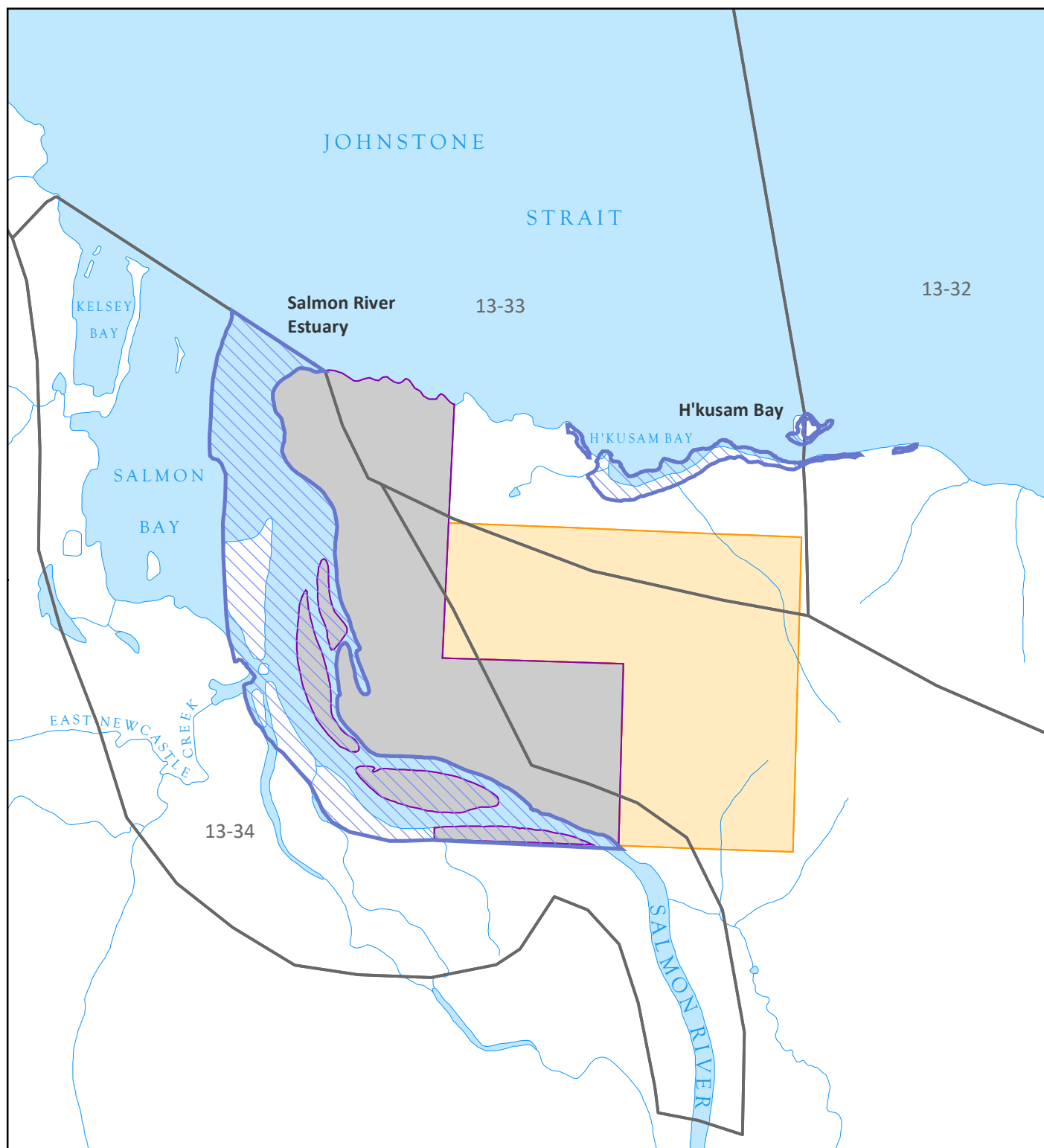
Note: The Parties will update the Appendices before the Effective Date







Q-4 Part 2: Map of K'ómoks Shellfish Intertidal Harvest Areas - Goose Spit

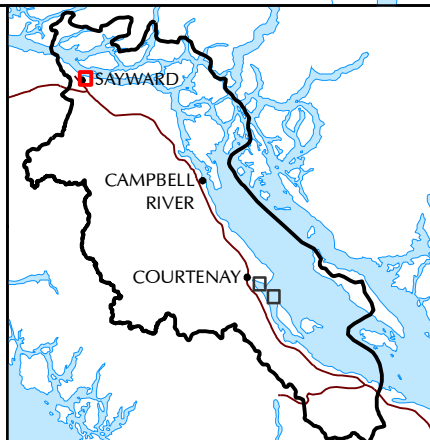


Note: The Parties will update the Appendices before the Effective Date

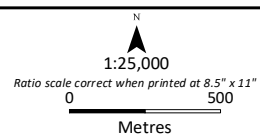
**Q-4 Part 3: Map of K'ómoks Shellfish Intertidal Harvest Areas - Salmon
River Estuary and H'kusam Bay**



-  K'ómoks Shellfish Intertidal Harvest Areas
-  Fisheries Management Sub Area (Department of Fisheries and Oceans)
-  K'ómoks Lands
-  K'ómoks Lands - Former K'ómoks First Nation Reserves
-  K'ómoks Traditional Territory
-  Paved road



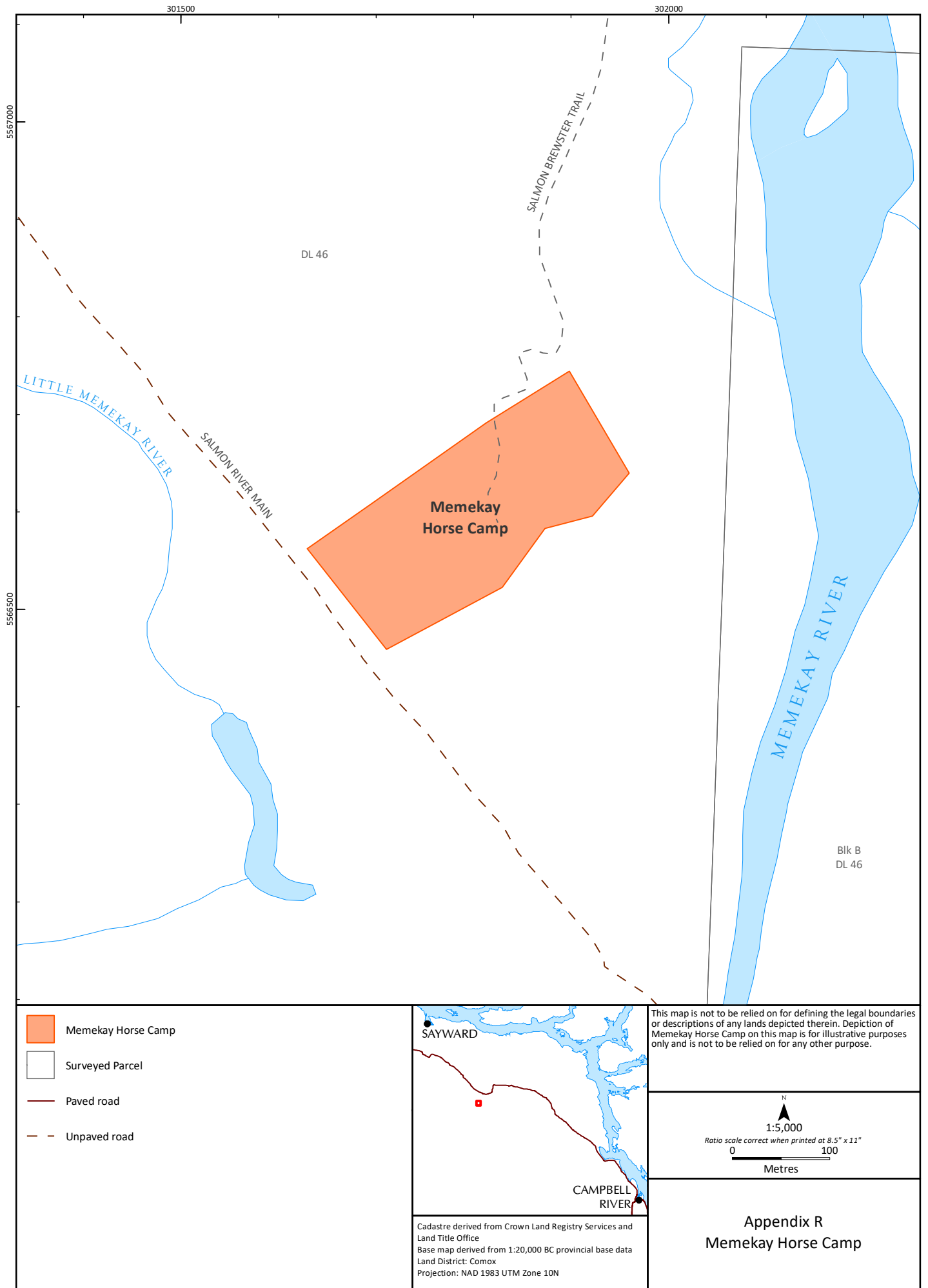
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Shellfish Intertidal Harvest Areas on this map is for illustrative purposes only and is not to be relied on for any other purpose.



Appendix Q-4 Part 3 K'ómoks Shellfish Intertidal Harvest Areas Salmon River Estuary and H'kusam Bay

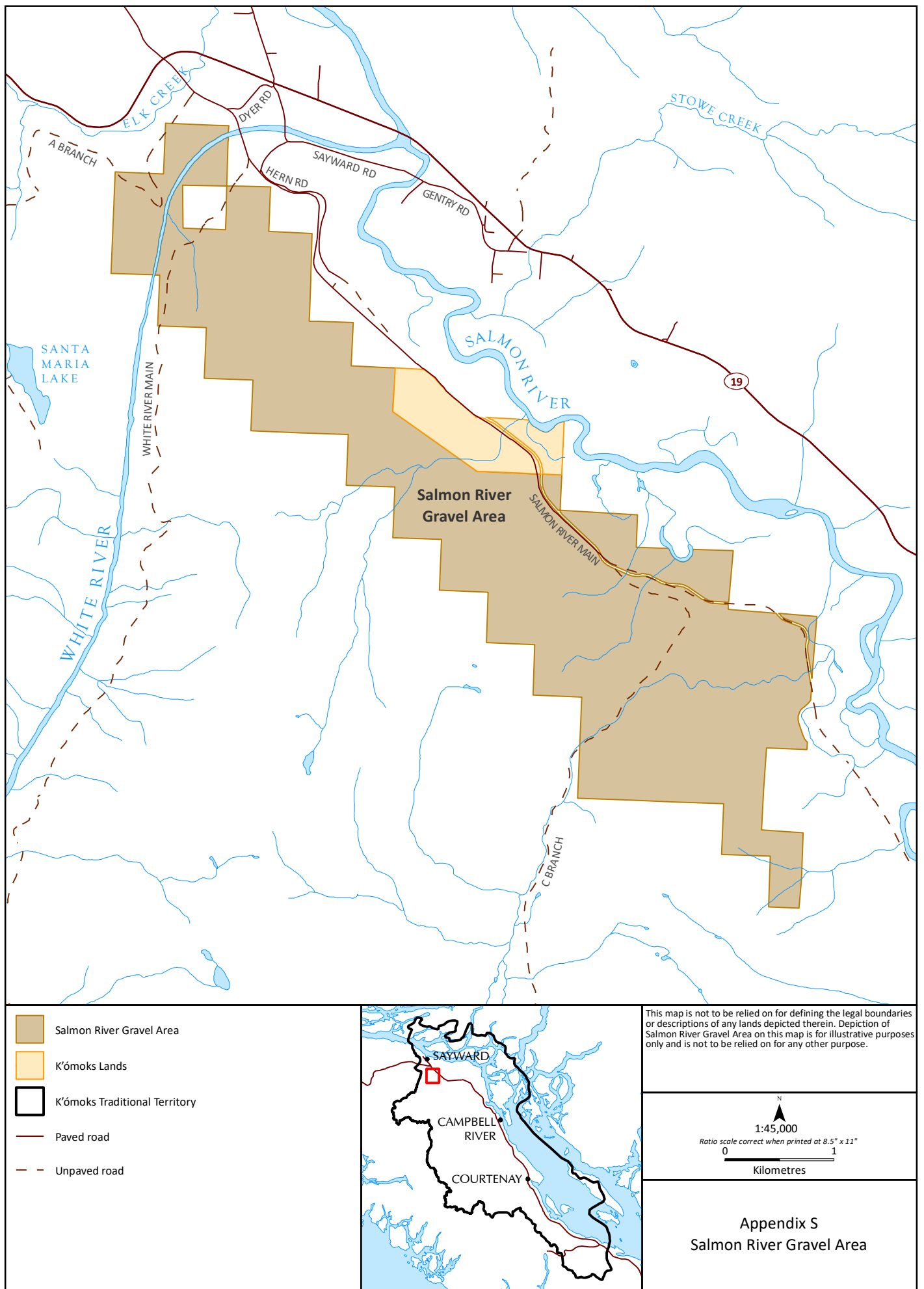
Note: The Parties will update the Appendices before the Effective Date

Appendix R: Map of Memekay Horse Camp



Note: The Parties will update the Appendices before the Effective Date

Appendix S: Map of Salmon River Gravel Area



Note: The Parties will update the Appendices before the Effective Date

Appendix T: Land Values for Woodlots

<i>Woodlot</i>	<i>Land Value (2022\$Q2) - \$/ha</i>
1677	\$12,000
0026	\$13,000
0085	\$13,500

Appendix U: Goose Spit Improvements

Note: The Appendix is incomplete and the Parties will update the Appendices before the Effective Date

Site Name	DND Building Number	Construction Year	Building Size Gross (m2)	Usage
Quarters and Marine Section	20	1941	288	Storage
Stores & Lounge	22	1957	750	Shop
CE Workshop	24	1957	111	Shop
Shipwright Shop	25	1957	224	Shop
GP Hut Quarters	33	1973	828	Accommodations
GP Hut Quarters	34	1973	828	Accommodations
GP Hut Quarters	35	1973	828	Accommodations
Sea Survival Trg	38	1973	684	Classroom
Range Hut	43	1973	89	Storage
Senior Cadet Quarters	46	1999	995	Accommodations
Administrative HQ	52	1984	278.7	Office
Supply	53	1984	687.6	Storage
Cadet Wash House	58	1985	49	Washrooms
Oil Spill Recovery Equipment Shed	59	1984	8.92	Storage
Guardhouse	66	1993	21.55	guardhouse
Accommodations Barracks	67	1995	1055	Accommodations
MDF Switchboard	69	1994	15.9	Storage
Egeria Hall (Galley)	70	1995	2657	Mess
Quadra Boat Storage	71	unknown	600	Storage
CF Sailing Association clubhouse	72	1997	107	Clubhouse
Training Office/Wardroom	73	1996	397.7	Classroom
Battery Shop	76	1997	11.89	Storage
Navy League Port Augusta	77	1997	89.21	Office
Navy League/89 Port Augusta Galley Trailer	78	1997	16.15	Trailer
POL Storage	86	2000	44.6	Storage
Maintenance Shed	87	1999	44.5	Storage
Marine Workshop	88	2000	91.3	Shop
Tye Hall Staff Accommodation	91	2003	2657	Accommodations
Office Trailer- Navy Cadet League	93	2004	30.5	Office

Site Name	DND Building Number	Construction Year	Building Size Gross (m2)	Usage
Adm in Trailer - Navy Cadet League	95	2008	48.9	Office
Kayak Storage	96	2008	42.2	Storage
Storage Shed	99	2008	17.8	Storage
Cadet Info Center	100	2010	30	Office
Classroom/Storage	101	2011	60	Classroom/Storage
Classroom/Storage	102	2011	60	Classroom/Storage
APU at Q69	103	unknown		Utility
Storage Shed	104	unknown		Storage
Electrical Distribution Systems		Various		Utility Services
Potable Water Distribution Systems		Various		Utility Services
Stormwater Management Systems		Various		Utility Services
Communications Cabling Systems		Various		Utility Services
Roads and Parking Lots (Asphalt)		Various		Utility Services
Roads and Parking Lots (Gravel)		Various		Utility Services
Standalone Lighting Assemblies		Various		Utility Services
Walkway Infrastructure (Concrete and Asphalt)		Various		Utility Services
Fuel Line and Fuel Tanks Systems		Various		Utility Services
Sanitary Sewer Systems		Various		Utility Services
Signage and Fencing Systems		Various		Security Apparatus