

From: [Bronstein, Ron FLNR:EX](#)
To: [Walters, Peter FLNR:EX](#); [Byng, Dave A TRAN:EX](#); [Fern, Dave ABR:EX](#);
Subject: FW: Squamish February 22, 2011 Event
Date: Thursday, February 24, 2011 3:16:08 PM

New date for signing of the Squamish Cooperation Accord. Ron

From: Kim Muller [mailto:kmuller@squamish.ca]
Sent: Thursday, February 24, 2011 12:54 PM
To: Bronstein, Ron AL:EX
Subject: RE: Squamish February 22, 2011 Event

Hi Ron,
The new date is set for March 8
Kim

From: Kim Muller [mailto:kmuller@squamish.ca]
Sent: Thursday, February 17, 2011 2:39 PM
To: Bronstein, Ron AL:EX
Subject: Squamish February 22, 2011 Event

Ron,

In regards to the event scheduled for Tuesday the 22nd of February in Squamish at Totem Hall it has been postponed due to unforeseen circumstances.
The District of Squamish will be mailing out new invitations shortly with a new date and time.

Could you please extend the information to
Dave Byng
Neil Curtis
Peter Walters and
Jeff Sheldrake

Please call me if you have any questions.

Thank you,

Kim Muller

Kim Muller | Corporate Services Department | District of Squamish
604.815.5025 | kmuller@squamish.ca | www.squamish.ca

37955 Second Ave | Po Box 310 | Squamish, BC | V8B 0A3

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From: [Bronstein, Ron FLNR:EX](#)
To: [Fern, Dave ABR:EX;](#)
Subject: Agreements with SN
Date: Thursday, February 24, 2011 2:49:56 PM
Attachments: [Offer to Purchase.pdf](#)
[00168765.doc](#)

Hi Dave, here are the two documents.

Ron Bronstein, RPF
Director, Crown Land Opportunities and Restoration Branch
Provincial Operations - Authorizations Services
Ministry of Natural Resource Operations
T: 250-387-1544
C: s. 22
ron.bronstein@gov.bc.ca

PROJECT NO.:
FILE NO.:

OFFER TO PURCHASE

THIS AGREEMENT DATED FOR REFERENCE THE ____ DAY OF _____,
2010 IS BETWEEN

SQUAMISH NATION (meaning the Squamish Indian Band, as
represented by its Band Council, within the meaning of
subparagraph 2(1) of the *Indian Act*, R.S.C. 19085, c. I-5)
320 Seymour Boulevard
PO Box 86131
North Vancouver, British Columbia, V7L 4J5

(the "Purchaser")

AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**, represented by the
Minister of Agriculture and Lands, Parliament Buildings, Victoria,
British Columbia, V8V 1X4

(the "Province")

The parties agree as follows:

ARTICLE 1 - DEFINITIONS AND SCHEDULES

1.1 In this Agreement,

"Agreement" means the agreement for the purchase and sale of the Land created by the Province's acceptance of the Purchaser's offer to purchase the Land set out in Article 2;

"Closing Date" means 30 days after the Province's execution and delivery of this Agreement or such other day as the parties agree to in writing, provided that if the Land Title Office is closed on that day the purchase and sale of the Land will be completed on the next day that office is open;

"Crown Grants" means instruments in writing conveying the Land in fee simple to the Purchaser;

"Deposit" has the meaning given to it in section 3.2;

"DL 8030" means those lands legally described as PID 026-739 -798 District Lot 8030 Group 1 New Westminster District Plan as shown on Plan BCP 24944;

“DL 8030 Permitted Encumbrances” means the legal notations, endorsements, liens, charges and encumbrances listed in Schedule D:

“GST” means the goods and services tax imposed under the *Excise Tax Act* (Canada);

“Land” means except as hereinafter provided those areas of surveyed Crown land legally described as:

Block L of District Lots 1519 and 8150, Group One, New Westminster District, (sometimes referred to herein as the “North Squamish Parcel”);

DL 8149, Group One, New Westminster District, (sometimes referred to herein as the “Cheakamus Parcel”);

Block B of District Lots 6793 and 8151, Group One, New Westminster District, (sometimes referred to herein as the “Evans Lake Parcel”);

Block A of District Lots 8153 and 8154, Group One, New Westminster District, (sometimes referred to herein as the “Above Quest Parcel”);

DL 8152, Group One, New Westminster District, (sometimes referred to herein as the “Valleycliffe Parcel”);

But in each case excluding any land below the natural boundary (as defined in the *Land Act*) and for certainty excluding in the case of the Evans Lake Parcel that area identified on Plan EPC466 as the Levette Lake Forest Service Road and in the case of the Above Quest Parcel that area identified on Plan EPC 528 as Forest Service Road;

For convenience copies of surveys EPC 465, EPC 466, EPC 459, EPC 528 and EPC 463 depicting the Land are attached as pages A-1, A-2, A- 3, A-4 and A-5 of Schedule A;

“Land Title Office” means the land title office for the land title district in which the Land is located;

“Permitted Encumbrances” means the legal notations, endorsements, liens, charges and encumbrances listed in Schedule B;

“Purchase Price” means the sum of Sixteen Million, Two Hundred and Seventy-five Thousand Dollars (\$16,275,000) of lawful money of Canada;

“Purchaser’s Solicitor” means the solicitor or notary public, as declared by the Purchaser in section 13.2, who will be acting for the Purchaser to complete this transaction; and

“SN Corporation” means a corporation that has been incorporated or registered under the laws of British Columbia all of the issued and outstanding shares of which are owned:

- (a) legally and beneficially, by the Purchaser; or

- (b) legally by one or more members of the Purchaser, each of whom is acting as a bare trustee on behalf of the Purchaser as sole beneficial owner.

1.2 The following are the Schedules to this Agreement:

- A Copies of Surveys of Land (A1 – A5)
- B Permitted Encumbrances
- C Statutory Rights of Way for trail use (C-1, C-2 and C-3)
- D DL 8030 Permitted Encumbrances

ARTICLE 2 - OFFER

2.1 The Purchaser offers to purchase the Land from the Province in fee simple, subject to the Permitted Encumbrances, for the Purchase Price and on the terms and conditions set out in this Agreement.

2.2 The Purchaser covenants and agrees that upon its acquisition of the Land as contemplated by this Agreement:

- (a) it will grant to the Province and cause to be registered as a first charge against title to the Above Quest Parcel , a statutory right of way under section 218 of the *Land Title Act* in the form attached as Schedule C-1;
- (b) it will grant to the Province and cause to be registered as a first charge against title to the Evans Lake Parcel , a statutory right of way under section 218 of the *Land Title Act* in the form attached as Schedule C-2; and
- (b) it will cause the registered owner of DL 8030 to grant and register as a charge against title to DL 8030 a statutory right of way under section 218 of the *Land Title Act* in the form attached as Schedule C-2, such statutory right of way to be registered in priority to any other charges or encumbrances except for the DL 8030 Permitted Encumbrances .

ARTICLE 3 - PURCHASE PRICE, ADJUSTMENTS AND TAXES

3.1 The parties acknowledge that the Purchase Price for the Land reflects the following amounts agreed to in respect of each of the parcels making up the Land:

North Squamish Parcel	\$1,546,000
Cheakamus Parcel	\$2,003,700
Evans Lake Parcel	\$3,800,200

Above Quest Parcel	\$7,039,200
Valleycliffe Parcel	\$1,885,900
Total	\$16,275,000

3.2 The Purchaser will pay a Deposit in the amount of \$1,000,000.00, within 5 days of the Province's acceptance of the Purchaser's offer to purchase the Land, to the Purchaser's Solicitor in trust, to be invested in an interest-bearing trust account of certificate of deposit, with interest for the account of the Purchaser. On the Closing Date, the Deposit shall be paid to the Vendor as part of the Purchase Price as provided in section 3.4.

3.3 If the transactions contemplated by this Agreement are not completed on the Closing Date, by reason of the default of the Province in the performance or satisfaction of its obligations under this Agreement, or if the said transactions are not completed on the Closing Date through no fault of any party, the Deposit shall be forthwith returned to the Purchaser, together with all interest earned thereon. If the transactions contemplated by this Agreement are not completed on the Closing Date by reason of the default of the Purchaser in the performance or satisfaction of any of its obligations under this Agreement, the Deposit shall be paid to the Province as liquidated damages and not as a penalty, and upon payment of the Deposit, the Province will have no further claim against the Purchaser for any additional damages or loss whatsoever.

3.4 On the Closing Date the Purchaser will tender to the Province the Purchase Price, in the manner provided in section 3.7, plus or minus any adjustments provided for in section 4.1.

3.5 The Purchaser will pay all registration charges, *Property Transfer Tax Act* tax, GST and all other taxes and charges payable upon the transfer of the Lands to the Purchaser.

3.6 If the Purchaser is not registered for GST purposes, it will, on the Closing Date, remit to the Province the GST payable upon the transfer of the Lands to the Purchaser. If the Purchaser is registered for GST purposes, it will provide its GST number to the Province and deliver as a closing document in accordance with section 6.1 such certificates and other documents as may be reasonably required by the Province to assure it that it is not required to collect and remit GST and the Purchaser will account directly to the Receiver General (Canada) for the GST payable upon the transfer of the Land to the Purchaser.

3.7 All monies to be paid or remitted to the Province under this Agreement will be paid by way of solicitor's trust cheque, bank draft or certified cheque payable to the Minister of Finance, Province of British Columbia. The Province's GST registration number is R107864738.

ARTICLE 4 - CLOSING, ADJUSTMENT AND POSSESSION DATE

4.1 The purchase and sale of the Land will be completed, possession will be yielded to the Purchaser free and clear of all liens, charges and encumbrances except the Permitted Encumbrances and all adjustments as to taxes and all other matters normally adjusted between a

vendor and purchaser on the sale of real property in British Columbia will be made between the parties at 12:01 a.m. on the Closing Date.

4.2 For the purpose of section 4.1, if the Province has paid or will, during the calendar year in which the purchase and sale of the Land is completed, pay a grant in lieu of property taxes for the Land, the grant in lieu of property taxes will be deemed to be property taxes for the Land.

ARTICLE 5 - CONDITIONS

5.1 The obligation of the Province to complete the sale of the Land is subject to the satisfaction or waiver of the following conditions on or before Closing:

- (a) to the extent required, the Land has been removed from the Provincial forest in accordance with the *Forest Act*; and
- (b) to the extent required the Province has received any approval required in accordance with the *Guarantees and Indemnities Regulation* made under the *Financial Administration Act*.

5.2 The conditions set out in section 5.1 are for the sole benefit of the Province and may be waived by the Province and shall be deemed to be waived unless the Province delivers written notice to the contrary to the Purchaser prior to the date in section 5.1. If any one or more of the conditions are not satisfied or waived on or before the date in section 5.1, this Agreement will terminate, the Deposit will be returned to the Purchaser and neither party will have any further obligations to the other under this Agreement.

ARTICLE 6 - CLOSING DOCUMENTS

6.1 Not later than five days prior to the Closing Date, the Purchaser will deliver the following documents to the Province, all of which shall be prepared by and at the expense of the Purchaser:

- (a) a statement of the adjustments provided for in section 4.1;
- (b) a copy of a written resolution signed by a quorum of the councilors of the Squamish Nation at a duly convened meeting, approving this Agreement and any amendments to this Agreement;
- (c) the certificate and other documents, if any, that the Purchaser may be required to deliver in respect of GST as provided in section 3.6;
- (d) a statutory right of way substantially in the form attached as Schedule C-1 and capable of being registered as a first registered charge against title to the Above Quest Parcel;

- (e) a statutory right of way substantially in the form attached as Schedule C-2 and capable of being registered as a first registered charge against title to the Evans Lake Parcel;
- (f) a statutory right of way substantially in the form attached as Schedule C-2 and capable of being registered as a charge against title to DL 8030 in priority to all other charges and encumbrances other than the DL 8030 Permitted Encumbrances; and
- (g) all other documents that may be necessary for the Purchaser to provide to complete the purchase and sale of the Land.

6.2 Prior to the Closing Date, the Province, at its expense, will deliver the Crown Grants, the statement of adjustments as approved by the Province and any other documents referred to in section 6.1 which are reasonably required by the Purchaser for closing, to the Purchaser's Solicitor, in trust, on the Purchaser's Solicitor's undertaking in accordance with Article 7.

ARTICLE 7 - CLOSING PROCEDURE

7.1 The Purchaser will cause its solicitor to hold the Crown Grants in trust to be dealt with in accordance with this Article.

7.2 If there is a title to the Land, the Purchaser's Solicitor, or the solicitor's agent, will attend at the Land Title Office on the Closing Date and conduct a pre-registration search of title to the Land and DL 8030, upon being satisfied that:

- (a) title to the Land is registered in the name of the Province free and clear of all liens, charges and encumbrances except the Permitted Encumbrances; and
- (b) title to DL 8030 is registered in the name of 587266 B.C. Ltd (BC Incorporation No. 587266) free and clear of all liens, charges and encumbrances other than the DL 8030 Permitted Encumbrances;

the Purchaser's Solicitor, or the solicitor's agent, will deposit the Crown Grants, and immediately thereafter the documents described in section 6.1(d),(e),(f) and (g), in the Land Title Office for registration.

7.3 If there is no title to the Land, the Purchaser's Solicitor, or the solicitor's agent, will attend at the Land Title Office on the Closing date and conduct a pre-registration search of title to DL 8030, and upon being satisfied that title to DL 8030 is registered in the name of 587266 B.C. Ltd (BC Incorporation No. 587266) free and clear of all liens, charges and encumbrances other than the DL 8030 Permitted Encumbrances, deposit the Crown Grants, and immediately thereafter the documents described in sections 6.1(d),(e), and (f), in the Land Title Office for registration.

7.4 After depositing the Crown Grants in the Land Title Office in accordance with section 7.2 or 7.3, the Purchaser's Solicitor, or the solicitor's agent, will conduct a post-deposit search of the title to the Land and, upon confirming that in the normal course of procedure in the Land

Title Office one or more SN Corporations will be registered as owner in fee simple of the Land free and clear of all liens, charges and encumbrances except the Permitted Encumbrances, the statutory rights of way described in sections 6.1(d) and (e) and any other claim or encumbrance arising by through or under the Purchaser, the Purchaser's Solicitor, at the Purchaser's expense, will deliver to the Province the balance of the Purchase Price and the GST, if any, to be remitted to the Province in accordance with section 3.5, together with copies of the Crown Grants and the statutory rights of way described in sections 6.1(d), (e) and (f) endorsed with registration particulars.

ARTICLE 8 - TRANSFERS ON OR BEFORE THE CLOSING DATE

8.1 Except as provided for under section 8.3, the Purchaser will not, on or before the Closing Date, assign, transfer or dispose of its rights under this Agreement, in whole or in part, without the prior written consent of the Province, which consent may be withheld by the Province in its sole discretion.

8.2 If the Province provides its consent under section 8.1, the consent does not release the Purchaser from its obligations under this Agreement.

8.3 Notwithstanding section 8.1, the Purchaser will direct, by written notice to the Province no later than 10 days following the Province's execution and delivery of this Agreement, that the Crown Grants be issued to one or more SN Corporations. Any such direction may be revoked and replaced by a new direction at any time prior to the 7 days prior to the Closing Date. All directions in place at that time shall be irrevocable. The failure to designate a SN Corporation for all or any one or more of the different parcels of the Land shall be an event of default by the Purchaser which shall entitle the Province to the Deposit in accordance with section 3.3 and release the Province from any further obligation under this Agreement.

8.4 When the Purchaser directs the Province under section 8.3 to issue the Crown Grants to one or more SN Corporations within the terms permitted above:

- (a) the Purchaser will not be released from its obligations under this Agreement;
- (b) the Purchaser will cause each SN Corporation that has been directed to take title under this Article to covenant and agree in writing with the Province on terms satisfactory to the Province that the SN Corporation will be jointly and severally liable with the Purchaser for the obligations and covenants of the Purchaser under this Agreement and that the Province will have the right to enforce the terms of this Agreement against the SN Corporation instead of or in addition to the Purchaser;
- (c) the Purchaser will cause the SN Corporation to perform such further acts and to execute such further documents as may be reasonably required to give effect to this Agreement, including to execute and deliver to the Province closing documentation reasonably required by the Province and any other documentation or agreements between the Province and the Purchaser pursuant to this Agreement or in respect of the Land; and

- (d) the Purchaser will cause the SN Corporation to execute a closing document pursuant to which the SN Corporation acknowledges, covenants and agrees with the Province upon the same terms as the Purchaser pursuant to this Agreement.

ARTICLE 9 - WARRANTIES, REPRESENTATIONS AND ACKNOWLEDGMENTS OF THE PURCHASER

9.1 The Purchaser warrants and represents to the Province, with the knowledge that the Province will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement, that now and on the Closing Date,

- (a) it is a band within the meaning of the *Indian Act*;
- (b) it has the power and capacity to enter into this Agreement and to carry out its obligations under this Agreement, including directing the Province to transfer the Land to one or more SN Corporations on the Closing Date and to execute and deliver each of the documents to be executed and delivered by it in accordance with this Agreement, and that all such matters have been duly authorized by all necessary proceedings;
- (c) there is no individual, company, firm or other person, other than a SN Corporation directed to take title in accordance with section 8.1, having any right, whether conditional or otherwise, to acquire from the Purchaser or a SN Corporation any interest in the Land, or any portion thereof, or this Agreement, or to acquire any share or other security of any SN Corporation
- (d) the Purchaser has satisfied itself as to
 - (i) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and on or under any surrounding or neighbouring land and the current and past uses of the Land,
 - (ii) the fitness of the Land for any particular use, including the intended use of it by the Purchaser,
 - (iii) the general condition and state of all utilities or other systems on or under or which will serve the Land,
 - (iv) the zoning of the Land and the bylaws of any governmental body which relate to the development, use and occupation of the Land;

and has conducted, or had the opportunity to conduct, an independent investigation of each of these matters; and

- (e) 587266 B.C. Ltd (BC Incorporation No. 587266) is, and will on the Closing Date, be a SN Corporation and the registered owner of DL 8030 which property is held by it free and clear of all registered liens, charges and encumbrances other than the DL 8030 Permitted Encumbrances.

9.2 The Purchaser acknowledges, covenants and agrees that:

- (a) the Land is sold to it "as is";
- (b) it has relied on its own investigation of the Permitted Encumbrances and has accepted the same;
- (c) in entering into this Agreement it has not relied on any warranty or representation given by or on behalf of the Province concerning:
 - (i) the fitness of the Land for any particular use, including the intended use of it by the Purchaser,
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence 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,
 - (iii) the general condition and state of all utilities or other systems on or under or which will serve the Land,
 - (iv) the zoning of the Land and the bylaws of any governmental body which relate to the development, use and occupation of the Land;
 - (v) the application of any federal or provincial statute or law to the Land;
 - (vi) the economic feasibility of the development of the Land; and
 - (vii) the outcome of any decision made or to be made by any statutory decision maker;
- (d) the Land is situate adjacent to and may be partially or entirely surrounded by forest land that is or may be designated as Provincial Forest under the Forest Act, and such forest land is managed and used, inter alia, for forestry operations which will continue indefinitely, and the Province may, or will, permit timber production and related activities to occur up to the legal boundaries of the Land in accordance with or pursuant to any applicable enactment applicable to such forest land;
- (e) without limitation to subsection (d) the Province is not obligated to establish or otherwise provide for any tree or other buffer on any forest land situated immediately adjacent to or surrounding the Land;

- (f) it will, from and after the Closing Date
- (i) assume all environmental liabilities relating to the Land including, but not limited to, all liability for the clean-up of any toxic, hazardous, dangerous or potentially dangerous substances or conditions on or under the Land or migrating from the Land (including surface water and groundwater),
 - (ii) indemnify and save harmless the Province from and against all claims, demands, liabilities, losses, damages, costs or expenses suffered or incurred by them arising out of or in connection with all environmental liabilities relating to the Land, including, but not limited to, any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land,
 - (iii) release the Province from and against all claims, demands, liabilities, losses, damages, costs, actions, causes of action, suits and proceedings by the Purchaser with respect to all environmental liabilities relating to the Land, including, but not limited to, any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land, and
 - (iv) assume the Province's obligations under, and be bound by the terms of, the Permitted Encumbrances and indemnify and save harmless the Province from and against any claims, demands, liabilities, losses, damages, costs or expenses suffered or incurred by them as a result of any default by the Purchaser under the Permitted Encumbrances from and after the Closing Date;
- (g) there are no warranties, representations, collateral agreements or conditions affecting this Agreement except as set out in this Agreement;
- (h) the Province is under no obligation, express or implied, to provide financial assistance or to contribute, in any way, to the Purchaser's cost of servicing or developing the Land or to assist the Purchaser in obtaining any permits or approvals in connection with the Land;
- (i) nothing in this Agreement constitutes the Purchaser as the agent, joint venturer or partner of the Province;
- (j) the areas identified on the official plan for the Evans Lake Parcel (EPC 466) as the "Levette Lake Forest Service Road" and on the official plan for the Above Quest Parcel (EPC *) as "Forest Service Road" do not form part of the Land whether or not the such areas have, or retain, the status of "forest service road" under the *Forest Act* and for certainty the Province may, but shall not be obligated to, establish such areas as highway in accordance with the *Transportation Act*; and

- (k) it is aware that this Agreement and any information regarding this Agreement or the Purchaser may be disclosed or may be required to be disclosed under the *Freedom of Information and Protection of Privacy Act*, governmental policy or otherwise.

9.3 Without limiting the generality of sections 9.01 and 9.02 the Purchaser further acknowledges, covenants and agrees that it is aware that as of the date of this offer and the Closing Date, there is no highway access to all or portions of the Land and that the Province does not, as a result of this Agreement, have any obligation to maintain, provide or cause to be provided any means of accessing the Land.

9.4 The Purchaser waives, to the extent permitted by law, any requirement for the Province to provide to the Purchaser a "site profile" for the transfer of the Land under the *Environmental Management Act* or any regulations made under that act.

9.5 If the Purchaser is comprised of more than one person, all covenants and obligations of the Purchaser will be deemed to be joint and several covenants and obligations of each of those persons.

ARTICLE 10 - WARRANTIES AND REPRESENTATIONS OF THE PROVINCE

10.1 The Province warrants and represents to the Purchaser with the knowledge that the Purchaser will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement that, now and on the Closing Date,

- (a) it has, the power and authority to dispose of the Land and the necessary proceedings have been taken by it to enter into this Agreement and to carry out its obligations under this Agreement;
- (b) it has a good, safe holding and marketable title to the Land in fee simple free and clear of all liens, charges and encumbrances except the Permitted Encumbrances;
- (c) all taxes, rates, levies and assessments in respect of the Land will either be paid in full or adjusted between the parties in accordance with section 4.1; and
- (d) there is no claim or litigation pending or threatened against it which would affect the right of the Purchaser to acquire the Land.

ARTICLE 11 - MISCELLANEOUS

11.1 Time is of the essence of this Agreement.

11.2 The Land is at the risk of the Province until the Crown Grant has been deposited in the Land Title Office.

11.3 If Her Majesty the Queen in Right of Canada is prepared to accept some or all of the Land for addition to the reserves of the Purchaser, the Province will, at the request of the Purchaser, provide a discharge of any statutory right of way described in section 6.1(d)(e) or (f)

that is registered against that Land, provided that the Province, acting reasonably, is satisfied that the process proposed by the Purchaser will result in the registration of an instrument that provides comparable rights to those provided by the right of way, after the lands have been added to reserve.

11.4 This Agreement is the entire agreement between the parties with respect to the purchase and sale of the Land and may not be modified except by subsequent agreement in writing. For certainty the parties acknowledge certain obligations to one another with respect to the identification of lands and the addition of those lands to reserve as originally set out in that agreement between them and others dated August 21, 2000 (the "Umbrella Agreement"). The parties acknowledge and agree that this Agreement does not super-cede, replace, or amend the Umbrella Agreement.

11.5 All notices, documents or communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been given if delivered by hand, courier or facsimile to the party to whom it is to be given as follows:

to the Purchaser:

Squamish Nation
Attention: Chief Gibby Jacob
320 Seymour Boulevard
PO Box 86131
North Vancouver, British Columbia, V7L 4J5
Facsimile: 604-980-9601

to the Province:

Ministry of Agriculture and Lands
Crown Land Administration Division
Attention: Randy Wenger
Suite 200 - 10428 153rd Street
Surrey, British Columbia, V3R 1E1
Facsimile: (604) 586-2900

provided, however, that a party may, by notice in writing to the other, specify another address for service of notices under this Agreement and, where another address is specified under this section, notice must be delivered to that address in accordance with this Article.

11.6 Delivery of the Crown Grant to the Purchaser's Solicitor and delivery of all money to the Province will be effected by hand or courier to the address specified for the Purchaser's Solicitor or for the Province in this Agreement, such delivery to be effective only on actual receipt.

11.7 The warranties, representations and agreements contained in this Agreement will not be subject to merger but will survive the sale of the Land to the Purchaser.

11.8 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by a party unless such waiver is expressed in writing by the party. The waiver by a party of any breach by the other party of any term, condition, covenant or other 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 term, condition, covenant or other provision and the consent or approval of a party to any act by the other party requiring the consent or approval of the party will not be considered to waive or render unnecessary such consents or approvals to any subsequent, same or similar act by the other party.

11.9 No remedy conferred upon or reserved to either party is exclusive of any other remedy in this Agreement or provided by law, but such remedy will be cumulative and will be in addition to any other remedy in this Agreement now or hereafter existing at law, in equity or by statute.

11.10 This Agreement is binding upon and enures to the benefit of the Province and its assigns and the Purchaser and its heirs, executors, administrators, successors and permitted assigns.

11.11 This Agreement creates contractual rights only between the parties, does not create any equitable or legal interest in the Land and will not be registered by the Purchaser at any Land Title Office at any time. If the Purchaser registers or attempts to register this Agreement at any land title office at any time, this Agreement will be voidable at the Province's option.

11.12 The Province and the Purchaser will perform such further acts and execute such further documents as may reasonably be required to give effect to this Agreement.

11.13 The schedules to this Agreement, and the maps attached to those schedules, form part of this Agreement.

11.14 This Agreement may be executed in counterparts and when the counterparts have been executed by the parties, each originally executed counterpart, whether a facsimile, photocopy or original, will be effective as if one original copy had been executed by the parties to this Agreement.

11.15 The Purchaser warrants to the Province that the Purchaser has not utilized the services of any real estate agent or salesperson in connection with the purchase or sale of the Land to whom any fees, commission or compensation may be payable by the Province, except to the extent the Province listed the Land for sale under a multiple listing agreement.

11.16 This Agreement contemplates the sale of land on a commercial basis and does not constitute consultation or accommodation or an agreement in respect of aboriginal rights or title or treaty except to the extent hereinafter expressly provided. The Purchaser agrees that upon the completion of the purchase and sale of the Land:

- (a) the Province will be deemed to have satisfied all applicable duties of consultation or accommodation owed by the Province in respect of this Agreement and there will be deemed to be no unjustified infringement of any aboriginal rights or title asserted by the Purchaser resulting from the purchase and sale;

- (b) the Province, and its employees, ministers, public officials, servants and agents, will be released and forever discharged of and from all actions, causes of actions, claims, proceedings, debts, duties, demands, interest, fines, costs, expenses and compensation of whatsoever amount, nature and kind arising from all past or present infringement by the Province of any aboriginal rights or title, whether or not substantiated in law, connected to or associated with the Land; and
- (c) without restricting the generality of subsection (b) it will not bring or continue any action or other proceeding, in its own name or by representative action, against the Province in regard to the subject matter described in subsection (b).

11.17 The Purchaser covenants and agrees that with respect to all portions of the Land that may from time to time be transferred to Her Majesty the Queen in Right of Canada and added to, or designated as, reserve land the Purchaser will take all such steps as may be required to allow access to those portions for the exploration, development and production of the resources referred to in s. 50(1)(b) of the Land Act, where a person has acquired rights or grants from the Province for that exploration, development and production before the Closing Date, to the same extent, and on the same basis, as if those portions of the Land remained outside of reserve.

ARTICLE 12 - INTERPRETATION

12.1 In this Agreement, "person" includes a corporation, firm or association 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 so require.

12.2 The captions and headings contained in this Agreement are for convenience only and do not define or limit the scope or intent of this Agreement.

12.3 This Agreement will be interpreted according to the laws of the Province of British Columbia.

12.4 Where there is a reference in this Agreement to an enactment of the Province of British Columbia or of Canada, that reference will include a reference to any prior or subsequent enactment of the Province of British Columbia or Canada, as the case may be, of like effect and, unless the context otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.

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

ARTICLE 13 - DURATION OF OFFER

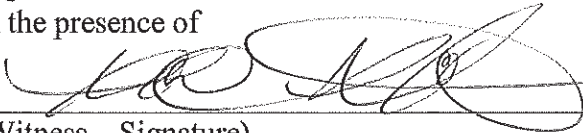
13.1 This offer may be accepted by the Province no later than 4 :00 pm on _____, 2010 .

13.2 If this offer is accepted by the Province, the solicitor or notary public who will be acting for the Purchaser is:


Karl Stephan
Ratcliff & Company LLP
Suite 500 – 221 West Esplanade
North Vancouver, British Columbia, V7M 3J3
Phone: 604-988-5201 Facsimile: 604-988-1452

The Purchaser has executed this offer on March 12, 2010.

SIGNED by an authorized signatory of
SQUAMISH NATION
in the presence of


(Witness – Signature)

KARL STEPHAN
Barrister & Solicitor
RATCLIFF & COMPANY LLP
(Witness – Print Name) 221 West Esplanade
North Vancouver, B.C. V7M 3J3
(604) 988-5201


Authorized Signatory
for and on behalf of the Squamish
Nation

ARTICLE 14 - ACCEPTANCE

14.1 In consideration of the covenants and agreements of the Purchaser in this offer, the Province accepts this offer and adopts the covenants of the Province in this Agreement.

The Province has executed this Agreement on _____, 2010.

SIGNED on behalf of **HER MAJESTY THE
QUEEN IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA** by the minister
responsible for the *Land Act* and the or the
minister's authorized *Ministry of Lands, Parks
and Housing Act* representative

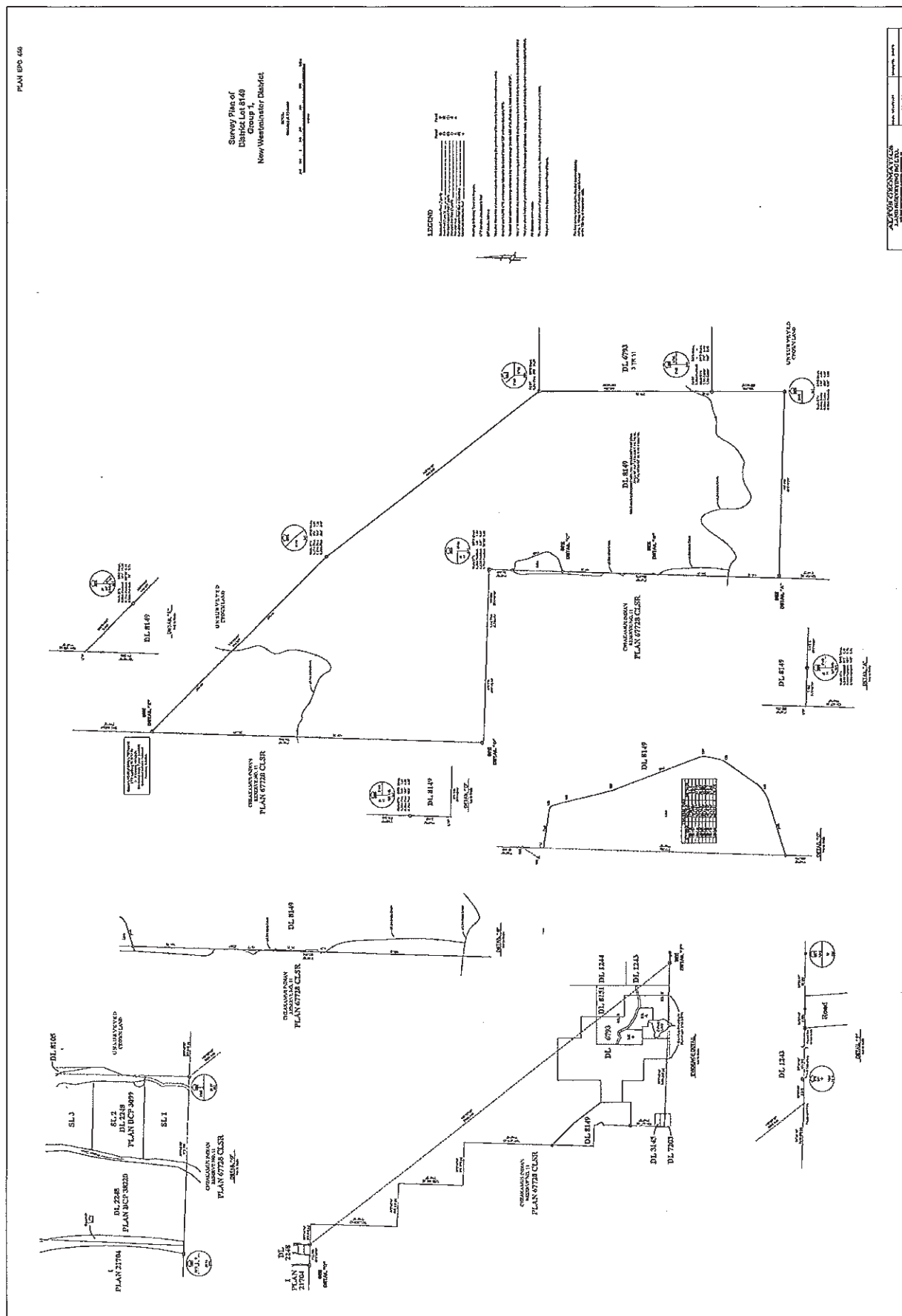
Minister responsible for the *Land Act* and
the *Ministry of Lands, Parks and Housing Act*
or the minister's authorized representative

SCHEDULE A

LAND

Map A-1
North Squamish Parcel

Map A-2
Cheakumus Parcel



Map A-3
Evans Lake Parcel

PLAN EPC459

SURVEY PLAN OF DISTRICT LOT 8151; BLOCK A OF DISTRICT LOT 6793; BLOCK B OF DISTRICT LOTS 6793 AND 8151; AND FOREST SERVICE ROAD WITHIN DISTRICT LOTS 6793 AND 8151; GROUP ONE, NEW WESTMINSTER DISTRICT.



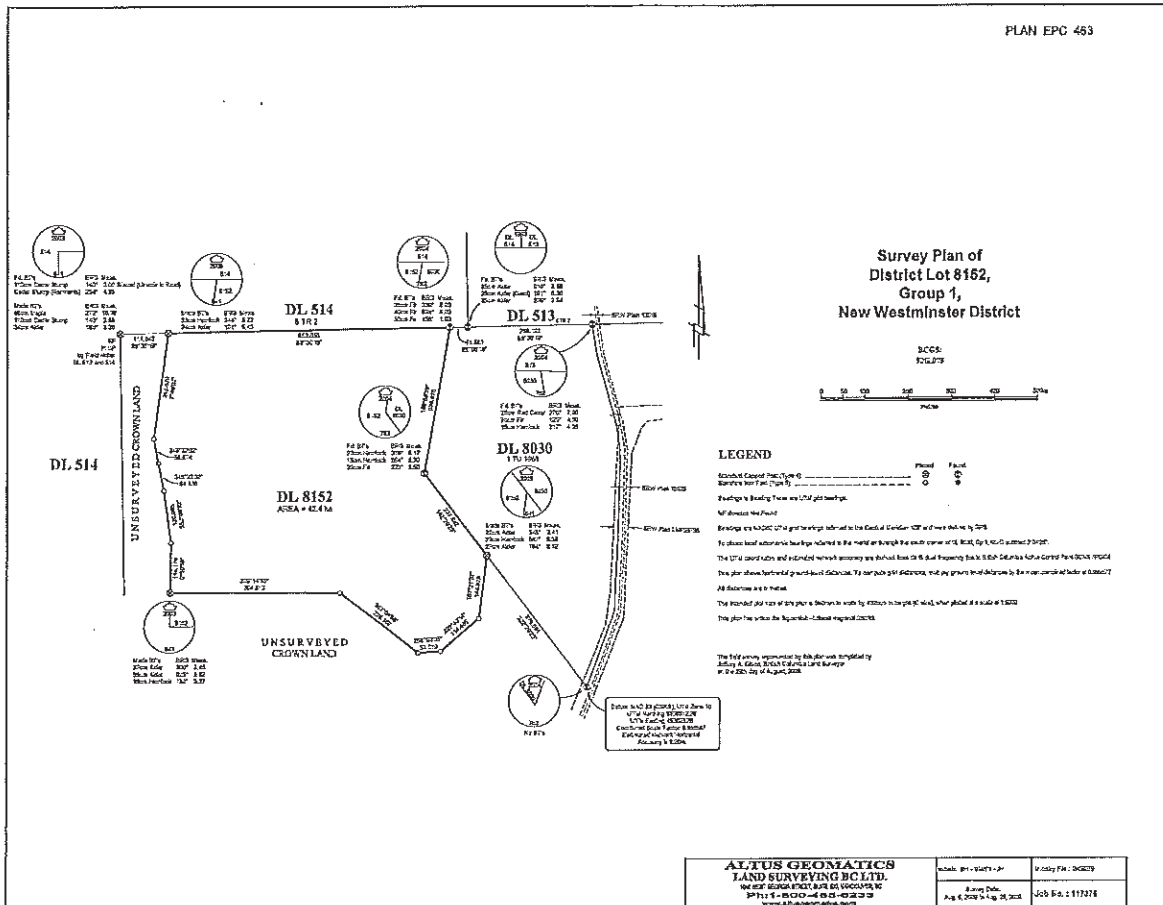
[illegible]

LEGEND

[illegible]

Map A-4
Above Quest Parcel

Map A-5
Valleycliffe Parcel



SCHEDULE B
PERMITTED ENCUMBRANCES

1. All subsisting exceptions and reservations of interests, rights, privileges and titles contained in any previous Crown grant of the Land.
2. All the interests, rights, privileges and titles contained in section 50 of the *Land Act*.
3. Any conditional or final water licence or substituted water licence issued or given under the *Water Act*, or any prior or subsequent enactment of the Province of British Columbia of like effect, and to the rights of the holder of it to enter on the Land and to maintain, repair and operate any works permitted on the Land under the licence at the date of the Crown Grant.
4. All subsisting grants to, or subsisting rights of any person made or acquired under the *Mineral Tenure Act*, *Coal Act* or *Petroleum and Natural Gas Act* or under any prior or subsequent enactment of the Province of British Columbia of like effect.
5. All notations and endorsements noted as "Legal Notations" on the title, if any, to the Land or any parcel from which the Land may be created,

SCHEDULE C

[Attach form of SRWs for trail use]

Schedule C - 1
Above Quest Restrictive Covenant and Statutory Right of Way

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

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

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

(signature of solicitor or authorized agent)

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

(PID)

(LEGAL DESCRIPTION)

District Lot 8153, Group 1, New Westminster District

3. NATURE OF INTEREST:

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Statutory Right of Way	*	
219 Restrictive Covenant	*	

4. TERMS: Part 2 of this instrument consists of (select one only)

- | | |
|---------------------------------|--|
| (a) Filed Standard Charge Terms | <input type="checkbox"/> D.F. No. |
| (b) Express Charge Terms | <input checked="" type="checkbox"/> Annexed as Part 2 |
| (c) Release | <input type="checkbox"/> There is no Part 2 of this instrument |

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

5. TRANSFEROR(S):

[Name and address of SN Corporation]

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the minister responsible for the Land Act, Parliament Buildings, Victoria, British Columbia V8V 1X4

7. ADDITIONAL OR MODIFIED TERMS:

None

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

Party(ies) Signature(s)

Y	M	D
---	---	---

Name: _____

Schedule C - 1
Above Quest Restrictive Covenant and Statutory Right of Way

TERMS OF INSTRUMENT - Part 2

WHEREAS:

A. Her Majesty the Queen in the Right of the Province of British Columbia as represented by the Minister of Agriculture and Lands and the Squamish Nation have entered into an Agreement whereby the Transferor is acquiring fee simple title to certain lands including the Lands (as defined below);

B. As a condition of the Transferor's acquisition of fee simple title to the Lands the Squamish Nation and the Transferor have agreed with the Transferee that certain portions of the Lands defined herein as the Right of Way Area, are to be available for trail and access uses as described herein;

B. The Transferor has agreed to grant to the Transferee a statutory right of way over the Lands;

C. This statutory right of way, issued under section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, is necessary for the operation and maintenance of the Transferee's undertaking;

D. The Transferor has further agreed with the Transferee to grant a restrictive covenant to be registered under section 219 of the *Land Title Act*;

NOW THEREFORE in consideration of the premises, and of the sum of ONE (\$1.00) DOLLAR and other valuable consideration paid by the Transferee to the Transferor, the receipt of which is hereby acknowledged by the Transferor, the Transferor and the Transferee agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement

"Agreement" means this General Instrument;

"Alternative Trail" means a trail that in the reasonable opinion of the Transferee, is of substantially the same character and quality and is capable of serving substantially the same functions as any trail within the Right of Way Area as of the date of this Agreement, and in particular, but without limitation, provides connections between other trails in the vicinity of the Lands that in the reasonable opinion of the Transferee is substantially equivalent to the connection provided by trails within the Right of Way Area as of the date of this Agreement;

"Lands" means the land described in item 2 of Part 1 of this General Instrument;

"Right of Way Area" means that part of the Lands shown on Plan

1.2 In this Agreement:

Schedule C - 1
Above Quest Restrictive Covenant and Statutory Right of Way

- (a) where 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 as the context may require;
- (b) the captions and headings are for convenience only and do not define or in any way limit the scope or intent of this Agreement;
- (c) a reference to an enactment of the Province of British Columbia includes 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.
- (d) any schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

1.3 This Agreement will be interpreted according to the laws of the Province of British Columbia.

ARTICLE 2 - GRANT AND DISCHARGE

2.1 On the terms and conditions set out in this Agreement, the Transferor hereby grants, conveys, confirms and transfers to the Transferee a statutory right of way over the Right of Way Area for the Transferee and its workers, licencees, employees, agents, subcontractors and invitees (including all members of the public as may be authorized by the Transferee from time to time to enjoy the benefit of the rights granted to the Transferee under this Agreement) to:

- (a) enter, go, pass and re-pass along, over and upon the Right of Way Area for public recreation purposes by foot, bike, horseback and other non-motorized modes of transportation and by motorized trial bike, including any such use in connection with organized running, mountain biking or trial bike events;
- (b) to clear the Right of Way Area and keep it clear of anything which, in the opinion of the Transferee, constitutes or may constitute an obstruction to the uses provided for herein; and
- (c) to construct, operate and maintain within the Right of Way Area any path, track, or related improvement as may be reasonably required in connection with the uses provided for herein.

2.2 The Transferor and Transferee agree that if an Alternative Trail is established outside of the Lands the Transferee will upon the written request of the Transferor execute and deliver to the Transferor a discharge of this Agreement.

ARTICLE 3 - COVENANTS

3.1 The Transferor covenants and agrees with the Transferee that the Transferee shall and may peaceably hold and enjoy the right of way hereby granted without hindrance or

Schedule C - 1
Above Quest Restrictive Covenant and Statutory Right of Way

interruption on the part of the Transferor or of any person claiming by, through, under or in trust for the Transferor.

3.3 The Transferee acknowledges and agrees that no part of the title in fee simple to Right of Way Area shall pass to or be vested in the Transferee under or by virtue of this Agreement, and the Transferor may fully use and enjoy all of the Right of Way Area subject only to the rights and covenants contained in this Agreement, including the restrictive covenants contained in Article 4.

ARTICLE 4 - RESTRICTIVE COVENANT

4.1 The Transferor hereby covenants, promises and agrees that it will not erect, build or construct any improvement on, or make any alteration to the Right of Way Area without the prior written consent of the Transferee such consent not to be unreasonably withheld so long as any such improvement or alteration is consistent with the rights granted in section 2.1.

4.2 The restrictions and covenants in section 4.1 run with the land pursuant to section 219 of the *Land Title Act*.

ARTICLE 5 - GENERAL

5.1 The rights given to the Transferee by this Agreement are permissive only and nothing in this Agreement:

- (a) obliges the Transferee to enforce this Agreement, which is a policy matter within the sole discretion of the Transferee; and
- (b) obliges the Transferee to perform any act, or to incur any expense for any of the purposes set out in this Agreement, except only as provided in sections 2.2 and 5.5.

5.2 This Agreement does not:

- (a) limit the discretion, rights or powers of the Transferee, including any minister or public official, under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) limit any law or enactment relating to the use, development or subdivision of the Lands; or
- (c) relieve the Transferor from complying with any law or enactment, including in relation to the use, development or subdivision of the Lands.

5.3 The Transferor agrees that the Transferee is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Transferor of this Agreement.

5.4 The Transferor will indemnify and save the Transferee harmless from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional

Schedule C - 1
Above Quest Restrictive Covenant and Statutory Right of Way

advisors, arising out of any breach, violation or non-performance by the Transferor of this Agreement.

5.5 The Transferee will indemnify and save the Transferor and Squamish Nation harmless from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional advisors, arising out of any:

- (a) breach, violation or non-performance by the Transferee of this Agreement; and
- (b) personal injury, death or property damage occurring or happening on or off the Right of Way Area by virtue of the Transferee's exercise, carrying out or failure to carry out its rights or activities under this Agreement, including any matter or thing permitted or omitted to be done (whether negligent or otherwise) by the Transferee, its workers, licencees, employees, agents, subcontractors or invitees excepting always liability arising out of the acts or omissions of the Transferor, its workers, licencees, employees, agents, subcontractors or invitees.

5.6 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Transferee unless such waiver is in writing and expressly stated to be a waiver of a specific provision of this Agreement and any such waiver will not be construed as or constitute a waiver of any further or other breach of that or any other provision of this Agreement.

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

5.8 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.

5.9 By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

5.10 The Transferor and the Transferee agree that this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and the reference to "Transferee" and "Transferor" will be deemed to include such heirs, administrators, executors, successors and assigns.

END OF DOCUMENT

Schedule C - 1
Above Quest Restrictive Covenant and Statutory Right of Way

PLAN EPP4017

UNSURVEYED CROWN LAND



SEE PLAN EPC458

ARR-2011-00067

● DENOTES STANDARD CAPPED POST FOUND
 ● DENOTES STANDARD IRON POST FOUND
 ○ DENOTES STANDARD IRON POST PLACED
 WT DENOTES WITNESS
 BLT DENOTES BOUNDARY LINE TREE

Schedule C - 2
Evans Lake Restrictive Covenant and Statutory Right of Way

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

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

PAGE 1 of pages)

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

(signature of solicitor or authorized agent)

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

3. NATURE OF INTEREST:

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Statutory Right of Way	*	
219 Restrictive Covenant	*	

4. TERMS: Part 2 of this instrument consists of (select one only)

- | | |
|---------------------------------|--|
| (a) Filed Standard Charge Terms | <input type="checkbox"/> D.F. No. |
| (b) Express Charge Terms | <input checked="" type="checkbox"/> Annexed as Part 2 |
| (c) Release | <input type="checkbox"/> There is no Part 2 of this instrument |

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

5. TRANSFEROR(S):

[Name and address of SN Corporation]

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia V8V 1X4

7. ADDITIONAL OR MODIFIED TERMS:

None

Schedule C - 2
Evans Lake Restrictive Covenant and Statutory Right of Way

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

Officer Signature(s)

Execution Date

Party(ies) Signature(s)

Signed on behalf of Her Majesty
the Queen in Right of the
Province of British Columbia by
the minister responsible for the
Land Act, or his authorized
representative

[Name of SN Corporation] by
its

Authorized signatories:

Name: _____

Name: _____

OFFICER CERTIFICATION:

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

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
 ** If space insufficient, continue executions on additional page(s) in Form D.

Schedule C - 2
Evans Lake Restrictive Covenant and Statutory Right of Way

TERMS OF INSTRUMENT - Part 2

WHEREAS:

A. Her Majesty the Queen in the Right of the Province of British Columbia as represented by the Minister of Agriculture and Lands and the Squamish Nation have entered into an Agreement whereby the Transferor is acquiring fee simple title to certain lands including the Lands (as defined below);

B. As a condition of the Transferor's acquisition of fee simple title to the Lands the Squamish Nation and the Transferor have agreed with the Transferee that certain portions of the Lands consisting of approximately ____ hectares and shown approximately as the area hatched in black in Schedule A, are to be available for trail and access uses as described herein;

B. The Transferor has agreed to grant to the Transferee a statutory right of way over the Lands;

C. This statutory right of way, issued under section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, is necessary for the operation and maintenance of the Transferee's undertaking;

D. The Transferor has further agreed with the Transferee to grant a restrictive covenant to be registered under section 219 of the *Land Title Act*;

NOW THEREFORE in consideration of the premises, and of the sum of ONE (\$1.00) DOLLAR and other valuable consideration paid by the Transferee to the Transferor, the receipt of which is hereby acknowledged by the Transferor, the Transferor and the Transferee agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement

"Agreement" means this General Instrument;

"Lands" means the land described in item 2 of Part 1 of this General Instrument;

"Plan" has the meaning given that term in section 2.2(a);

"Right of Way Area" means, prior to the filing of the discharge as provided in section 2.2(d), the Lands, and following the filing of the discharge as provided in section 2.2(d) means the right of way area depicted on the Plan;

1.2 In this Agreement:

- (a) where 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 as the context may require;

Schedule C - 2
Evans Lake Restrictive Covenant and Statutory Right of Way

- (b) the captions and headings are for convenience only and do not define or in any way limit the scope or intent of this Agreement;
- (c) a reference to an enactment of the Province of British Columbia includes 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.
- (d) any schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

1.3 This Agreement will be interpreted according to the laws of the Province of British Columbia.

ARTICLE 2 - GRANT AND DEPOSIT OF PLAN

2.1 On the terms and conditions set out in this Agreement, the Transferor hereby grants, conveys, confirms and transfers to the Transferee a statutory right of way over the Right of Way Area for the Transferee and its workers, licencees, employees, agents, subcontractors and invitees (including all members of the public as may be authorized by the Transferee from time to time to enjoy the benefit of the rights granted to the Transferee under this Agreement) to:

- (a) enter, go, pass and re-pass along, over and upon the Right of Way Area for the purpose of access to and egress from any Crown lands that may from time to time be used for public recreation purposes in the vicinity of the Right of Way Area including for the purpose of transporting materials and equipment to and from such Crown land;
- (b) exercise the rights provided in subsection (a) by foot, bike, horseback and other non-motorized modes of transportation and by motorized trial bike, and, in the case of access for the purpose of transporting materials and equipment, by such methods of motorized vehicle as may be reasonably required;
- (c) to clear the Right of Way Area and keep it clear of anything which, in the opinion of the Transferee, constitutes or may constitute an obstruction to the uses provided for herein;
- (d) to construct, operate and maintain within the Right of Way Area any path, track, roadway or related improvement as may be reasonably required in connection with the uses provided for herein.

2.2 The Transferor and Transferee agree as follows:

- (a) within two (2) years following the registration of this Right of Way, the Transferee will, at its cost, cause a British Columbia Land Surveyor to prepare a statutory right of way plan ("Plan") showing that part of the Lands shown hatched in black in Schedule A hereof;
- (b) the Transferor will, acting reasonably, review and approve the Plan;

Schedule C - 2
Evans Lake Restrictive Covenant and Statutory Right of Way

- (c) once the Plan has been approved, the Transferee must cause the Plan to be deposited at the appropriate land title office and upon acceptance of deposit of that Plan the Transferee must execute and deliver a discharge of this Agreement from any part of the Lands that is not shown as part of the Right of Way Area on the Plan;
- (d) upon deposit of the discharge, reference herein to the Right of Way Area is a reference to the right of way area shown on the Plan; and
- (e) if the Plan is not prepared as required in paragraph (a), or deposited within 30 days after approval by the Transferor, the Transferee must, on the request of the Transferor, prepare and deliver to the Transferor a discharge of this Agreement from the Lands.

2.3 The Transferee agrees that it will exercise its rights under sections 2.1(c) and (d) only within that part of the Right of Way Area hatched in black on Schedule "A".

ARTICLE 3 - COVENANTS

3.1 The Transferor covenants and agrees with the Transferee that the Transferee shall and may peaceably hold and enjoy the right of way hereby granted without hindrance or interruption on the part of the Transferor or of any person claiming by, through, under or in trust for the Transferor.

3.3 The Transferee acknowledges and agrees that no part of the title in fee simple to Right of Way Area shall pass to or be vested in the Transferee under or by virtue of this Agreement, and the Transferor may fully use and enjoy all of the Right of Way Area subject only to the rights and covenants contained in this Agreement, including the restrictive covenants contained in Article 4.

ARTICLE 4 - RESTRICTIVE COVENANT

4.1 The Transferor hereby covenants, promises and agrees that it will not erect, build or construct any improvement on, or make any alteration to the Right of Way Area without the prior written consent of the Transferee such consent not to be unreasonably withheld so long as any such improvement or alteration is consistent with the rights granted in section 2.1.

4.2 The restrictions and covenants in section 4.1 run with the land pursuant to section 219 of the *Land Title Act*.

ARTICLE 5 - GENERAL

5.1 The rights given to the Transferee by this Agreement are permissive only and nothing in this Agreement:

- (a) obliges the Transferee to enforce this Agreement, which is a policy matter within the sole discretion of the Transferee; and

Schedule C - 2
Evans Lake Restrictive Covenant and Statutory Right of Way

- (b) obliges the Transferee to perform any act, or to incur any expense for any of the purposes set out in this Agreement, except only as provided in sections 2.2 and 5.5.

5.2 This Agreement does not:

- (a) limit the discretion, rights or powers of the Transferee, including any minister or public official, under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) limit any law or enactment relating to the use, development or subdivision of the Lands; or
- (c) relieve the Transferor from complying with any law or enactment, including in relation to the use, development or subdivision of the Lands.

5.3 The Transferor agrees that the Transferee is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Transferor of this Agreement.

5.4 The Transferor will indemnify and save the Transferee harmless from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional advisors, arising out of any breach, violation or non-performance by the Transferor of this Agreement.

5.5 The Transferee will indemnify and save the Transferor and Squamish Nation harmless from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional advisors, arising out of any:

- (a) breach, violation or non-performance by the Transferee of this Agreement; and
- (b) personal injury, death or property damage occurring or happening on or off the Right of Way Area by virtue of the Transferee's exercise, carrying out or failure to carry out its rights, activities under this Agreement, including any matter or thing permitted or omitted to be done (whether negligent or otherwise) by the Transferee, its workers, licencees, employees, agents, subcontractors or invitees excepting always liability arising out of the acts or omissions of the Transferor, its workers, licencees, employees, agents, subcontractors or invitees.

5.6 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Transferee unless such waiver is in writing and expressly stated to be a waiver of a specific provision of this Agreement and any such waiver will not be construed as or constitute a waiver of any further or other breach of that or any other provision of this Agreement.

Schedule C - 2
Evans Lake Restrictive Covenant and Statutory Right of Way

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

5.8 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.

5.9 By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

5.10 The Transferor and the Transferee agree that this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and the reference to "Transferee" and "Transferor" will be deemed to include such heirs, administrators, executors, successors and assigns.

END OF DOCUMENT

Schedule C - 2
Evans Lake Restrictive Covenant and Statutory Right of Way

SCHEDULE A

BK B DL 6793 & 8151

DL 1244

Approximate Location
of Proposed SRW (10m)

DL 6793

Bk A DL 6793 & 8151

DL 6794

DL 1243



Evans Lake

IR 11 CHEAKAMUS

**Squamish Nation
Proposed SRW Location
Evans Lake**



Legend

-  Proposed 10m SRW
-  Squamish Reserves

Scale: 1:7,000

0 35 70 140 210 280 Meters

Schedule C - 3
8030 Restrictive Covenant and Statutory Right of Way

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

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

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

(signature of solicitor or authorized agent)

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

PID 026-739 -798 District Lot 8030 Group 1, New Westminster District
Other than part shown on SRW Plan LMP 29798

3. NATURE OF INTEREST:

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Statutory Right of Way	*	
219 Restrictive Covenant	*	

4. TERMS: Part 2 of this instrument consists of (select one only)

- | | |
|---------------------------------|--|
| (a) Filed Standard Charge Terms | <input type="checkbox"/> D.F. No. |
| (b) Express Charge Terms | <input checked="" type="checkbox"/> Annexed as Part 2 |
| (c) Release | <input type="checkbox"/> There is no Part 2 of this instrument |

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

5. TRANSFEROR(S):

[Name and address of SN Corporation]

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia V8V 1X4

7. ADDITIONAL OR MODIFIED TERMS:

None

Schedule C - 3
8030 Restrictive Covenant and Statutory Right of Way

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

Officer Signature(s)

Execution Date

Party(ies) Signature(s)

Signed on behalf of Her Majesty
the Queen in Right of the
Province of British Columbia by
the minister responsible for the
Land Act, or his authorized
representative

[Name of SN Corporation] by
its

Authorized signatories:

Name: _____

Name: _____

OFFICER CERTIFICATION:

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

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
 ** If space insufficient, continue executions on additional page(s) in Form D.

TERMS OF INSTRUMENT - Part 2

WHEREAS:

A. Her Majesty the Queen in the Right of the Province of British Columbia as represented by the Minister of Agriculture and Lands and the Squamish Nation have entered into an Agreement whereby the Transferor is acquiring fee simple title to certain lands including the Lands (as defined below);

B. As a condition of the Transferor's acquisition of fee simple title to the Lands the Squamish Nation and the Transferor have agreed with the Transferee that certain portions of the Lands consisting of approximately ____ hectares and shown approximately as the area hatched in black in Schedule A, are to be available for trail and access uses as described herein;

B. The Transferor has agreed to grant to the Transferee a statutory right of way over the Lands;

C. This statutory right of way, issued under section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, is necessary for the operation and maintenance of the Transferee's undertaking;

D. The Transferor has further agreed with the Transferee to grant a restrictive covenant to be registered under section 219 of the *Land Title Act*;

NOW THEREFORE in consideration of the premises, and of the sum of ONE (\$1.00) DOLLAR and other valuable consideration paid by the Transferee to the Transferor, the receipt of which is hereby acknowledged by the Transferor, the Transferor and the Transferee agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement

"Agreement" means this General Instrument;

"Lands" means the land described in item 2 of Part 1 of this General Instrument;

"Plan" has the meaning given that term in section 2.2(a);

"Right of Way Area" means, prior to the filing of the discharge as provided in section 2.2(d), the Lands, and following the filing of the discharge as provided in section 2.2(d) means the right of way area depicted on the Plan;

1.2 In this Agreement:

- (a) where 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 as the context may require;

Schedule C - 3
8030 Restrictive Covenant and Statutory Right of Way

- (b) the captions and headings are for convenience only and do not define or in any way limit the scope or intent of this Agreement;
- (c) a reference to an enactment of the Province of British Columbia includes 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.
- (d) any schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

1.3 This Agreement will be interpreted according to the laws of the Province of British Columbia.

ARTICLE 2 - GRANT AND DEPOSIT OF PLAN

2.1 On the terms and conditions set out in this Agreement, the Transferor hereby grants, conveys, confirms and transfers to the Transferee a statutory right of way over the Right of Way Area for the Transferee and its workers, licencees, employees, agents, subcontractors and invitees (including all members of the public as may be authorized by the Transferee from time to time to enjoy the benefit of the rights granted to the Transferee under this Agreement) to:

- (a) enter, go, pass and re-pass along, over and upon the Right of Way Area for public recreation purposes by foot, bike, horseback and other non-motorized modes of transportation and by motorized trial bike, including any such use in connection with organized running, mountain biking or trial bike events;
- (b) to clear the Right of Way Area and keep it clear of anything which, in the opinion of the Transferee, constitutes or may constitute an obstruction to the uses provided for herein; and
- (c) to construct, operate and maintain within the Right of Way Area any path, track, or related improvement as may be reasonably required in connection with the uses provided for herein.

2.2 The Transferor and Transferee agree as follows:

- (a) within two (2) years following the registration of this Right of Way, the Transferee will, at its cost, cause a British Columbia Land Surveyor to prepare a statutory right of way plan ("Plan") showing that part of the Lands shown hatched in black in Schedule A hereof;
- (b) the Transferor will, acting reasonably, review and approve the Plan;
- (c) once the Plan has been approved, the Transferee must cause the Plan to be deposited at the appropriate land title office and upon acceptance of deposit of that Plan the Transferee must execute and deliver a discharge of this

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Agreement from any part of the Lands that is not shown as part of the Right of Way Area on the Plan;

- (d) upon deposit of the discharge, reference herein to the Right of Way Area is a reference to the right of way area shown on the Plan; and
- (e) if the Plan is not prepared as required in paragraph (a), or deposited within 30 days after approval by the Transferor, the Transferee must, on the request of the Transferor, prepare and deliver to the Transferor a discharge of this Agreement from the Lands.

2.3 The Transferee agrees that it will exercise its rights under sections 2.1(b) and (c) only within that part of the Right of Way Area hatched in black on Schedule "A".

ARTICLE 3 - COVENANTS

3.1 The Transferor covenants and agrees with the Transferee that the Transferee shall and may peaceably hold and enjoy the right of way hereby granted without hindrance or interruption on the part of the Transferor or of any person claiming by, through, under or in trust for the Transferor.

3.3 The Transferee acknowledges and agrees that no part of the title in fee simple to Right of Way Area shall pass to or be vested in the Transferee under or by virtue of this Agreement, and the Transferor may fully use and enjoy all of the Right of Way Area subject only to the rights and covenants contained in this Agreement, including the restrictive covenants contained in Article 4.

ARTICLE 4 - RESTRICTIVE COVENANT

4.1 The Transferor hereby covenants, promises and agrees that it will not erect, build or construct any improvement on, or make any alteration to the Right of Way Area without the prior written consent of the Transferee such consent not to be unreasonably withheld so long as any such improvement or alteration is consistent with the rights granted in section 2.1.

4.2 The restrictions and covenants in section 4.1 run with the land pursuant to section 219 of the *Land Title Act*.

ARTICLE 5 - GENERAL

5.1 The rights given to the Transferee by this Agreement are permissive only and nothing in this Agreement:

- (a) obliges the Transferee to enforce this Agreement, which is a policy matter within the sole discretion of the Transferee; and
- (b) obliges the Transferee to perform any act, or to incur any expense for any of the purposes set out in this Agreement, except only as provided in sections 2.2 and 5.5.

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8030 Restrictive Covenant and Statutory Right of Way

5.2 This Agreement does not:

- (a) limit the discretion, rights or powers of the Transferee, including any minister or public official, under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) limit any law or enactment relating to the use, development or subdivision of the Lands; or
- (c) relieve the Transferor from complying with any law or enactment, including in relation to the use, development or subdivision of the Lands.

5.3 The Transferor agrees that the Transferee is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Transferor of this Agreement.

5.4 The Transferor will indemnify and save the Transferee harmless from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional advisors, arising out of any breach, violation or non-performance by the Transferor of this Agreement.

5.5 The Transferee will indemnify and save the Transferor and Squamish Nation harmless from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional advisors, arising out of:

- (a) breach, violation or non-performance by the Transferee of this Agreement; and
- (b) personal injury, death or property damage occurring or happening on or off the Right of Way Area by virtue of the Transferee's exercise, carrying out or failure to carry out its rights, activities under this Agreement, including any matter or thing permitted or omitted to be done (whether negligent or otherwise) by the Transferee, its workers, licencees, employees, agents, subcontractors or invitees excepting always liability arising out of the acts or omissions of the Transferor, its workers, licencees, employees, agents, subcontractors or invitees.

5.6 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Transferee unless such waiver is in writing and expressly stated to be a waiver of a specific provision of this Agreement and any such waiver will not be construed as or constitute a waiver of any further or other breach of that or any other provision of this Agreement.

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

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5.8 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.

5.9 By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

5.10 The Transferor and the Transferee agree that this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and the reference to "Transferee" and "Transferor" will be deemed to include such heirs, administrators, executors, successors and assigns.

END OF DOCUMENT

Schedule C - 3
8030 Restrictive Covenant and Statutory Right of Way

SCHEDULE A

DL 514

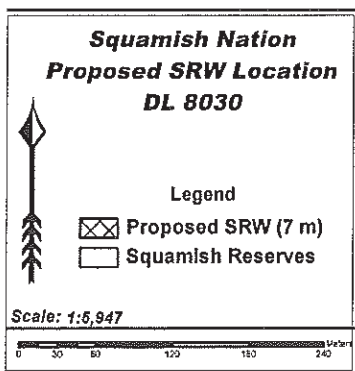
DL 513

DL 8152

DL 8030

Approximate Location
of Proposed SRW (7 m)

DL 8031



SCHEDULE D

DL 8030 Permitted Encumbrances

Date: 09-Mar-2010 TITLE SEARCH PRINT
 Requestor: (PV69087) RATCLIFF & COMPANY
 Folio: 06-0502 TITLE - BB919749

Time: 13:29:35
 Page 001 of 002

VANCOUVER LAND TITLE OFFICE TITLE NO: BB919749
 FROM TITLE NO: BA139586
 CROWN GRANT 9919/1369

APPLICATION FOR REGISTRATION RECEIVED ON: 23 JANUARY, 2009
 ENTERED: 28 JANUARY, 2009

REGISTERED OWNER IN FEE SIMPLE:
 587266 B.C. LTD., INC.NO. 587266
 320 SEYMOUR BOULEVARD
 NORTH VANCOUVER, BC
 V7M 2J3

TAXATION AUTHORITY:
 NORTH SHORE - SQUAMISH VALLEY ASSESSMENT AREA

DESCRIPTION OF LAND:
 PARCEL IDENTIFIER: 026-739-798
 DISTRICT LOT 8030 GROUP 1 NEW WESTMINSTER DISTRICT
 AS SHOWN ON PLAN BCP24944

LEGAL NOTATIONS:

SUBJECT TO PROVISOS, SEE CROWN GRANT BA118317

SUBJECT TO PROVISOS, SEE CROWN GRANT BA139585

SUBJECT TO PROVISOS, SEE CROWN GRANT BB919749

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE

CHARGE NUMBER	DATE	TIME
---------------	------	------

STATUTORY RIGHT OF WAY

BL133929	1997-04-17	13:25
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REGISTERED OWNER OF CHARGE:

COASTAL RIVERS POWER CORPORATION

INCORPORATION NO. 718411

BB612712

REMARKS: INTER ALIA

PART IN PLAN LMP29798

MORTGAGE

BL249742	1997-07-21	11:12
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REGISTERED OWNER OF CHARGE:

ROYAL BANK OF CANADA

BL249742

REMARKS: INTER ALIA

MODIFICATION AND EXTENSION OF BH319943

AS TO BL133929

UNDERSURFACE AND OTHER EXC & RES

BA118319	2006-07-25	10:41
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REGISTERED OWNER OF CHARGE:

THE CROWN IN RIGHT OF BRITISH COLUMBIA

BA118319

Date: 09-Mar-2010 TITLE SEARCH PRINT
Requestor: (PV69087) RATCLIFF & COMPANY
Folio: 06-0502 TITLE - BB919749

Time: 13:29:35
Page 002 of 002

REMARKS: INTER ALIA
SEE BA118317

UNDERSURFACE AND OTHER EXC & RES
BA139587 2006-10-12 11:38
REGISTERED OWNER OF CHARGE:
THE CROWN IN RIGHT OF BRITISH COLUMBIA
BA139587
REMARKS: INTER ALIA
SEE BA139585

UNDERSURFACE AND OTHER EXC & RES
BB919757 2009-01-23 14:32
REGISTERED OWNER OF CHARGE:
THE CROWN IN RIGHT OF BRITISH COLUMBIA
BB919757
REMARKS: INTER ALIA
SEE BB919749

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

INTERGOVERNMENTAL COOPERATION ACCORD

**AN AGREEMENT WITH RESPECT TO SQUAMISH FIRST NATION AND DISTRICT OF
SQUAMISH RELATIONS AND PARTNERSHIPS**

DATED FOR REFERENCE the ____ day of _____, 2010

BETWEEN:

SQUAMISH NATION
Suite 610-100 Park Royal
West Vancouver, B.C.
V7T 1A2

("Squamish Nation")

AND:

DISTRICT OF SQUAMISH
PO Box 310
37955 – 2nd Avenue
Squamish, B.C.
V8B 0A3

("District")

(Collectively referred to as the "Parties")

GIVEN THAT:

- A. The Parties wish to establish a long-term, meaningful relationship in relation to their respective communities;
- B. The Parties wish to work collaboratively to support their respective communities' goals and objectives in a principled manner;
- C. Each of the Squamish Nation and the District respects the lawful jurisdiction of the other Party;
- D. The Squamish Nation, the District and the Province have engaged in discussions as reflected in this Agreement respecting:
 - (a) the disposition of certain provincial lands to the Squamish Nation or its nominee, and the planning, servicing and development of those lands;
 - (b) the disposition of certain provincial lands to the District;
 - (c) the disposition of certain land controlled by BCR Properties Ltd. to the Parties jointly and to the District; and

- (d) the creation of a process by which the Parties will share information and engage in government to government discussions with respect to the use and development of Squamish reserve lands located within the municipal boundaries of the District of Squamish (the “Reserve Lands”).

E. The Parties intend this Agreement to set out their mutual promises and covenants in relation to the matters contained herein;

IN CONSIDERATION of the premises and the mutual covenants and agreements contained in this Agreement, **THE PARTIES AGREE AS FOLLOWS:**

Guiding Principles

1. In relation to the matters expressly addressed in this Agreement, the following principles apply:
 - (a) land use decisions with respect to fee simple land located within the municipal boundaries of the District will be made in accordance with the District’s Official Community Plan and in conformity with the *Community Charter, Local Government Act* and the District’s bylaws;
 - (b) although the provincial lands are being purchased by the Squamish Nation to provide housing for its members, land use decisions in respect of Squamish Nation Reserve Lands will be made in accordance with all applicable Squamish Nation laws, bylaws and land use plans;
 - (c) the District’s Council, approving officer and any other officers making land use decisions have unfettered discretion in respect of the land use decision-making process for fee simple lands within the municipal boundaries of the District;
 - (d) the Squamish Nation’s Council decision-making cannot be fettered in any way;
 - (e) the Squamish Nation and the District will
 - i. work collaboratively to share planning information respecting potential land development and service capacity requirements, and
 - ii. provide one another with opportunities for meaningful participation in planning processes relating to land use and infrastructure development on the Reserve Lands, and adjacent fee simple land within the District; and
 - (f) the District will provide municipal services to Squamish Nation Reserve Lands in a fair and equitable manner such that the District will recover its costs for service provision and will not subsidize Squamish Nation Reserve Lands. The Parties will work together to conclude a mutually satisfactory servicing agreement, whose goal will be to provide the same level of municipal services to all residents of Squamish.

Conditions

2. (a) Despite anything else in this Agreement, all the obligations, agreements and covenants of the parties under this Agreement, other than those contained in this section 2 and section 11, are conditional upon and subject to
3.
 - i. the execution of a service agreement under section 11, on or before June 30, 2011, and
 - ii. the Province of British Columbia being legally bound to sell the reserve regularization lands and the 1200 acres (as referred to in section 7.3 and 8.1(d) of the British Columbia – Squamish Nation Umbrella Agreement, respectively) to a corporation owned and controlled by the Squamish Nation on or before June 30, 2011 pursuant to offers to purchase by the Squamish Nation that are accepted by the Province with all conditions precedent to closing removed.
- (b) The District will, if requested, provide written support to a request by the Squamish Nation to the Province of British Columbia and BC Rail to extend the time for completion of the transfer of the 1200 acres to June 30, 2011 by amending section 8.1(d) of the British Columbia – Squamish Nation Umbrella Agreement.
- (c) The Squamish Nation supports the proposed development of the Lands shown on Schedule D by the Squamish Oceanfront Development Corporation (“SODC”) including final approval by the Department of Fisheries and Oceans Canada, and will evidence this support by delivering on the reference date of this Agreement a letter to Canada to support Department of Fisheries and Oceans Canada approval and a letter to the Province to support the development. For greater certainty, the support referred to above will not preclude the Nation from raising any legitimate environmental or other concerns not relating to aboriginal rights and title in respect of the development.
- (d) The parties acknowledge that they may, by agreement, proceed with the implementation of individual aspects of this Agreement in advance of the execution of a service agreement.

Site B

4. (a) The District acknowledges the acquisition of Site B, in its entirety, shown on Schedule A, by a nominee of the Squamish Nation.
- (b) The District does not consent to Site B being added to a Reserve of the Squamish Nation .
- (c) The District and the Squamish Nation will conduct further investigation and discussion with respect to the potential for a marina or other employment-

generating uses to be developed by or on behalf of the Squamish Nation or its nominee on Site B, on the understanding that this is subject to due diligence and due process.

- (d) The Squamish Nation will:
 - (i) not apply to add Site B to reserve; and
 - (ii) promptly deliver a letter to the Province of British Columbia and to Canada indicating that it will not be making an application to add Site B to reserve and that it is not seeking Provincial support for the addition of Site B to reserve.

Transfer of Provincial Support for Site B ATR

- 5. The District will work with Squamish Nation to identify a parcel of approximately 60 acres of land to which the Provincial support for ATR will be applied on terms agreed to by the parties.

Sponsored Crown Grants to District

- 6. (a) The Squamish Nation acknowledges that the District has applied to the Province of British Columbia for sponsored crown grants described in Schedule B and subject to paragraph (b), the Squamish Nation supports the grant of these lands to the District and, after satisfaction of the condition in section 2(a), will evidence this support by delivering on the reference date of this Agreement a letter to the Province to support the grants.
- (b) The District acknowledges that the size and terms of the landfill site have not been agreed upon. The District agrees to provide a copy of the proposed land area, expected timing of landfill closure, and environmental considerations within one month of the signing of this agreement. The Squamish Nation will respond within three months of the District delivering the documents. The Squamish Nation will act reasonably and in a timely manner in the exercise of due diligence in reviewing the information provided by the District. In the event of reasonable concerns in respect of the proposed lease or grant of the landfill lands the Squamish Nation will communicate such concerns to the District in a timely manner to allow the District to deal with such concerns to allow the lease or grant of the landfill lands to be concluded in a timely manner.
- (c) Despite the delivery of the support letter referred to in paragraph (a), the District will not apply for crown land in the Cheekeye Fan area as shown on Schedule C unless the Squamish Nation does not acquire these lands within two years of the satisfaction of the condition in section 2(a).

Cheekeye Fan

7. The Parties acknowledge that the Squamish Nation or its nominee may apply, with or without a development partner, to the Province of British Columbia for an interest in the Cheekeye Fan lands and to the District's Council for development approval of the Cheekeye Fan Lands for single family residential housing and commercial development. In this section, a reference to the Cheekeye Fan is a reference to the area of land comprising approximately 200 acres and located contiguous to Ross Road and west of Government Road, as shown on Schedule C. A development application by the Squamish Nation, with or without a development partner, must include but is not limited to the following community amenities and conditions to be enforceable and evidenced by way of a Phased Development Agreement under section 905.1 of the *Local Government Act* (British Columbia):
 - (a) dedication or fee simple transfer, at the District's election, of a public park comprising approximately 50 acres more or less of the area to the west and south of Ross Road and currently noted in the District's Official Community Plan as green space after allowing for a strip of residential development along the west side of Ross Road;
 - (b) the District or its nominee will be legally and beneficially entitled to twenty-five (25%) per cent of the profit of this development of the Cheekeye Fan under a partnership, joint venture or other arrangement satisfactory to the District, where "profit" refers to a development applicant's net profit from development based on Generally Accepted Accounting Principles, subject to audit or inspection of applicant records by the District or its agents;
 - (c) the development of the Cheekeye Fan will be subject to the following:
 - (i) the Cheekeye Fan area will not be added to a Reserve of the Squamish Nation, noting that the District does not consent to the area being added to the Reserve;
 - (ii) the Cheekeye Fan area will be developed and serviced in a manner that is consistent with the District's Official Community Plan; and
 - (iii) any development will be subject to formal applications to the District's Council and approving officer for development approvals, and without limitation, the uses, densities, conditions of use, parcel sizes and other attributes of development and land use in respect to the Cheekeye Fan will be subject to the unfettered discretion of the Council of the District; and
 - (d) in the event of a development application being made by the Squamish Nation, with or without its nominee or development partner, for the balance of the area known of the Cheekeye Fan, any amenities provided by them in relation to the development of the 200 acres will be considered by the Council of the District.

Squamish Nation Support for SODC Development

8. The Squamish Nation will further evidence their support for the SODC Development, by providing written consent when required by SODC for all other reasonably necessary approvals in relation to the said Lands, including without limitation for approvals by Canada or British Columbia or their agencies or crown corporations and for financing, as reasonably may be required to ensure the timely and continuing development of the Lands by SODC as a mixed use residential, commercial, educational, public amenity, and light industrial development.

BCR Properties

9. The Squamish Nation supports the transfer by BCR Properties Ltd. to the District of the land shown as Infrastructure Lands on Schedule E at no cost to the District.
10. The Parties will work together to apply to BCR Properties and the Province of British Columbia to acquire BCR Properties Ltd. Lands that are shown on Schedule E as Economic Development Lands on terms satisfactory to both parties, and to develop agreements, make changes in policy and recommend bylaws or resolutions with respect to the establishment of a partnership or a joint venture between the Squamish Nation, its nominee or both and the District, its nominee or both, on the basis that the Parties will share the profits of the partnership or the joint venture equally.

Joint Land Use Planning

11. The Squamish Nation and the District will work together to
 - a. share planning information respecting development of lands and improvements within, and in the vicinity of, the Reserve Lands in a manner that is respectful of each other's jurisdiction,
 - b. consult with one another with respect to municipal services planning, including planning for service capacity and allocation and uptake of capacity,
 - c. provide one another with opportunities to participate meaningfully in planning processes related to Reserve Lands, and adjacent District land, land use and infrastructure, and
 - d. consider and respond to concerns, recommendations or other comments provided by the other Party.

Services Agreement

12. (a) The District will provide to the Squamish Nation's Reserve Lands the services which the District provides to lands and occupants throughout the District, including the utilities, facilities and works owned and operated by the District, on generally the same terms and conditions, and subject in all respects to the same limitations, as are applicable to provision of services to other lands in the District and to the occupants of those lands.

If, in order to provide services to the Reserve Lands, it is necessary for the District to incur costs to upgrade existing capacity or extend existing infrastructure, the District will not be obliged provide services to the Reserve Lands unless any of those costs that are attributable to the service needs of the Reserve Lands are paid for by the Squamish Nation.

(b) The service agreement will provide services for current and future member housing, neighbourhood commercial operations and any other existing development or land uses and set out a process by which any other future developments or land uses can be considered in a way that ensures that both parties fully understand all the servicing implications of those developments and that those implications are dealt with in the service agreement or an amendment to the service agreement.

(c) The Parties will work together to conclude a mutually satisfactory servicing agreement as soon as reasonably possible following the execution of this Agreement.

Addition to Reserve

13. The Parties acknowledge that the District does not agree at this time to support any additions to Squamish Nation Reserve lands.

Support for Umbrella Agreement Land Transfer

14. On the satisfaction of the condition in section 2(a), the District will deliver to the Province a letter supporting the transfer from the Province of British Columbia to the Squamish Nation of the lands within the municipal boundaries of the District that are referred to in the British Columbia – Squamish Nation Umbrella Agreement.

Community Forest

15. The Parties will work together to create a joint Community Forest, including lands referred to in section 15 (f) and lands allocated to the Squamish Nation.

Schedules

16. The following schedules are attached to and form part of this Agreement:

- (a) Schedule A – Site B;
- (b) Schedule B – Sponsored Crown Grant Lands;
- (c) Schedule C – Cheekeye Fan Development Area;
- (d) Schedule D– Squamish Oceanfront Development Corporation’s Development Land;
- (e) Schedule E – BCR Properties Ltd. Lands; and
- (f) Schedule F – Community Forest.

General

17. This Agreement is not intended to be a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
18. Nothing in this Agreement obliges the District to act in a manner inconsistent with Provincial legislative and the District's bylaw regulatory jurisdictions or authorities. For greater certainty, this Agreement will not be interpreted in a manner which fetters the discretion of statutory decision makers.

No Agency, Association, Joint Venture, Trust or Partnership

19. Nothing in this Agreement is to be interpreted to create an agency, association, joint venture, trust or partnership, or impose an agency, trust or partnership covenant, obligation or liability, on or with regard to any of the parties, except as otherwise expressly provided. Each party is individually responsible for its own covenants, obligations and liabilities under this Agreement. Subject to this Agreement, no party will have the authority to commit and will not purport to commit any other party to the payment of any money to any person. Subject to this Agreement, no party has authority to contractually bind any other party to third parties in any way whatsoever.

Force Majeure

20. Any delay in performance by, or failure to perform by, either party under this Agreement, does not constitute a default, or give rise to any claim by one party against the other if and to the extent caused by Force Majeure. If performance of this Agreement is, in the reasonable opinion of either party, made impossible by Force Majeure, then that party must give five days' written notice to the other party to that effect and despite that notice, a party is entitled, in its sole discretion to require another party to continue to perform this Agreement with such changes as are required by the Force Majeure and as are agreed upon by the Parties, acting reasonably.
21. Without limiting section 19, and subject to section 21, a party claiming relief under section 19 will be relieved from liability under this Agreement to the extent that by reason of Force Majeure it is not able to perform its obligations under this Agreement.
22. If a party is affected by an event of Force Majeure in relation to this Agreement:
 - (a) it will take all reasonable steps to mitigate the consequences of the event on performance of its obligations under this Agreement, resume performance of its obligations affected by the event of Force Majeure as soon as practicable, and use all reasonable endeavours to remedy its inability to perform; and
 - (b) it will not thereafter be relieved from liability under this Agreement to the extent it is not able to perform, or has not in fact performed, its obligations under this Agreement due to its failure, if any, to comply with its obligations under paragraph (a).

Notice

23. Except in the case of any emergency, when notice may be given by telephone with later confirmation in writing, any notice which may be or is required to be given under this agreement will be in writing and either be delivered personally or sent by fax, addressed as follows:

- (a) To Squamish Nation:

320 Seymour Blvd.
North Vancouver, BC V7J 2J3

Fax No. 604-980-9601
Attention: Chiefs and Council

- (b) To District of Squamish:

PO Box 310
37955 – 2nd Avenue
Squamish, B.C. V8B 0A3

Fax No. 604 892-2083
Attention: Chief Administrative Officer

or to such other address or fax of which notice has been given as provided in this section. Any notice which is delivered by hand is to be considered to have been given on the first Business Day after it is dispatched for delivery. Any notice which is sent by fax is to be considered to have been given on the first Business Day after it is sent. If a party changes its address or fax number, or both, it shall promptly give notice of its new address or fax number, or both, to the other party as provided in this section.

Amendments

24. No amendments to this Agreement are valid unless made by written agreement executed by the Parties.

Time

25. Time is of the essence hereof.

Enurement

26. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

Access to Information Legislation

27. The Parties acknowledge and agree that:
- (a) the District is subject to the *Freedom of Information and Protection of Privacy Act* and that this Agreement and the information it contains, and any information supplied by a party to the District in connection with this Agreement, are not implicitly confidential for the purposes of that enactment, but the Squamish Nation may explicitly stipulate that any technical, scientific, commercial, financial or trade secret information of the Squamish Nation supplied to the District in connection with this Agreement is confidential for the purposes of that enactment; and
 - (b) this Agreement, and the information it contains, may be the subject of an access to information request made to the District under the *Freedom of Information and Protection of Privacy Act* and that, despite subsection (a), the District may be obliged by that enactment or may in its sole discretion elect to disclose all or part of this Agreement and the information it contains and all or part of any information of the Squamish Nation supplied to the District in connection with this Agreement, whether or not the Squamish Nation has expressly stipulated that the information in question is confidential for the purposes of that enactment.
28. The Parties acknowledge and agree that they must each take notice of the applicability of the *Freedom of Information and Protection of Privacy Act*, *Community Charter* and *Local Government Act* in determining what information should be disclosed by the Parties under this Agreement.

Further Assurances

29. The Parties must execute and do all such further deeds, acts, things and assurances that may be required to carry out the intent of this Agreement.

Entire Agreement

30. This Agreement constitutes the entire Agreement between the Parties and it supersedes and replaces all negotiations, representations, agreements, either written or oral, previous letters, correspondence, communications, and documents relating in any manner to the subject matter of this Agreement.

Severance

31. If any term of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that term.

Counterparts

32. This Agreement may be signed in one or more counterparts and each such counterpart may be transmitted by electronic transmission or facsimile, and each will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

Interpretation

33. In this Agreement, unless otherwise specified, or the context otherwise requires,:
- (a) any reference to the Squamish Nation Reserve, or Squamish Nation Reserves is a reference to all reserve lands that have been set apart for the Squamish Nation;
 - (b) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (d) reference to a particular numbered section or article, or to a particular lettered schedule, is a reference to the correspondingly numbered or lettered article, section or schedule of this Agreement;
 - (e) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (f) reference to any enactment includes any regulations, orders or directives under the authority of that enactment;
 - (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time during the Term, unless otherwise expressly provided;
 - (h) all provisions are to be interpreted as always speaking;
 - (i) reference to a “party” is a reference to a party to this Agreement and to its respective successors, permitted assigns, trustees, administrators and receivers; and

- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided.

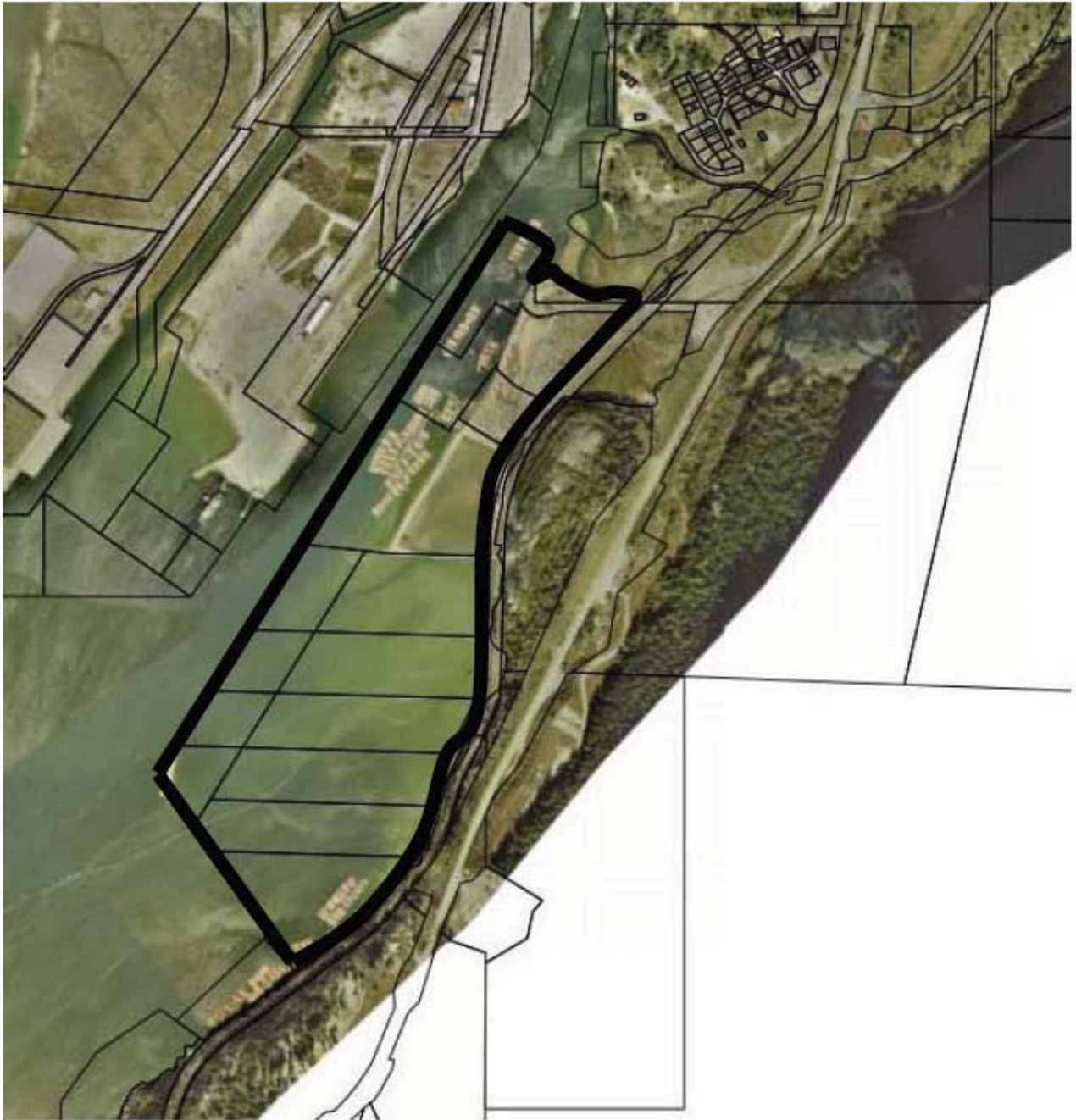
THIS AGREEMENT EXECUTED by the Squamish Nation on the _____ day of _____ 2010.

Executed by)	
_____ For and on)	
behalf of the SQUAMISH NATION in the)	
presence of:)	
)	_____
)	for and on behalf of the SQUAMISH NATION
_____)	
Name)	
)	
_____)	
Address)	
)	
_____)	
Occupation)	

THIS AGREEMENT EXECUTED by the District of Squamish on the _____ day of _____ 2010.

Executed by)	
_____ For and on)	
behalf of the DISTRICT OF SQUAMISH)	
in the presence of:)	
)	_____
)	for and on behalf of the DISTRICT OF
)	SQUAMISH
_____)	
Name)	
)	
_____)	
Address)	
)	
_____)	
Occupation)	

**Schedule A
Site B**



**Schedule B
Sponsored Crown Grant Lands**

SUPPORTED BY SQUAMISH NATION

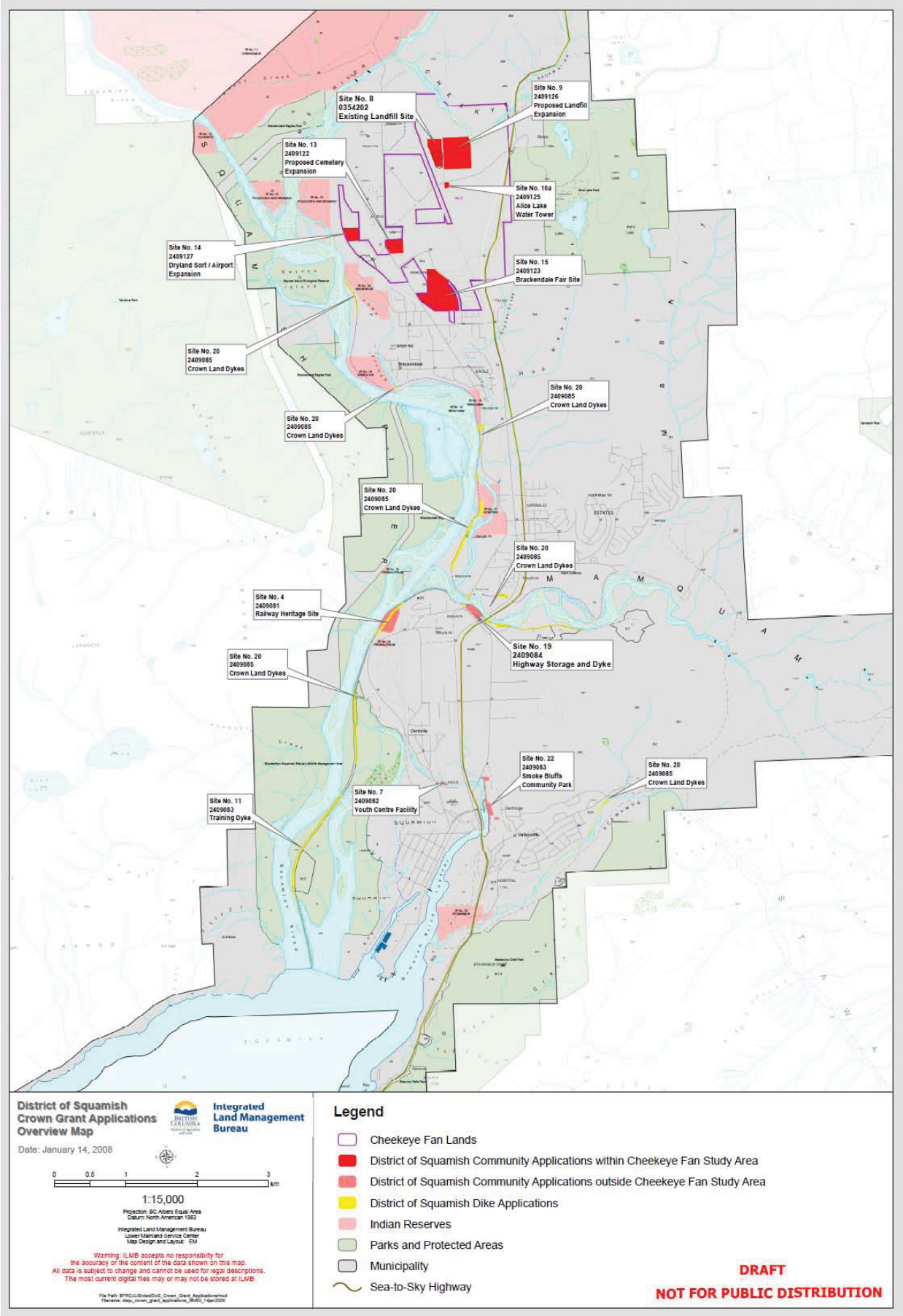
File*	Site	Area	Location	Purpose
2409081	4	3.81	Railway Heritage Site	Railway Museum, Squamish River Dyke, Recreational fishing site
2409082	7	0.3	Youth Centre Facility	Youth Activity Centre
2409125	10a	0.52	Alice Lake Water Tower	Water storage
2407759	11	13.07	Training Dyke	Recreational fishing, jogging trail, windsurfing site, river training function, public access
2409122	13	4.25	Cemetery Expansion	Only cemetery between North Vancouver and Whistler
2409086	22	9.46	Smoke Bluffs Community Park	Park land expansion, walking trails

NOT SUPPORTED BY SQUAMISH NATION

File*	Site	Area	Location	Purpose
0354202	8	5.9	Landfill Lease - existing	Municipal waste disposal
2409126	9	17.37	Landfill Expansion	Future regional Landfill

2409127	14	4.08	Airport Expansion	Dryland log sort, wood waste disposal, potential forestry industrial park
2409123	15	19.92	Brackendale Fair Site	Commercial - rec use, community trails, school recreation, community garden, historic trail
2409084	19	2.537	Mamquam River	Highway storage and dyke
2409085	20	18.69	Various dykes	River dyking system

* File Number refers to the Integrated Land Management Bureau's assigned file number for the Sponsored Crown Grant Application



**Schedule C
Cheekeye Fan Development Area**



Schedule D
Squamish Oceanfront Development Corporation's Development Land

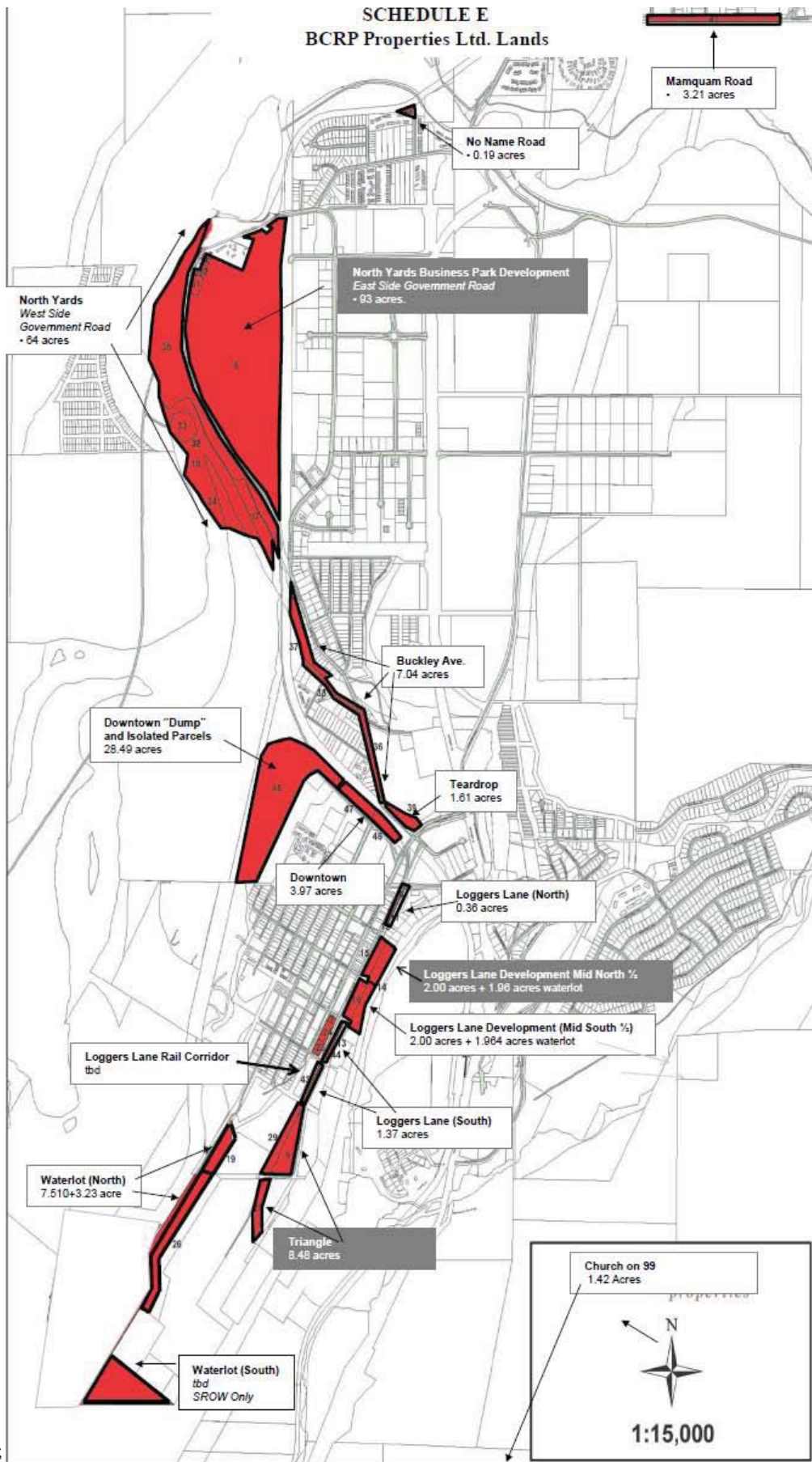


Schedule E
BCR Properties Ltd. Lands

Infrastructure Lands			
Location (Map Reference)	Size (acres)	PID(s)/Legal	Purpose
Mamquam Road	3.21	014-756-919	Road. Has been used as an arterial road 40+ years.
No Name Road	0.19	009-508-112	Access to the dyke and lands beyond.
North Yards (w/s Government Road)	64.00	013-336-169 025-392-239 025-392-026 015-857-841 (part)	Open space, access to dyke and windsurfing spit.
Buckley Ave.	7.04	015-857-841 (part)	Road Has been used as an arterial road 40+ years.
Teardrop	1.61	024-016-721	Community gateway.
Downtown Dump	28.49	015-857-841 (part)	Open space, trails.
Downtown	3.97	017-445-124 015-857-851(part)	Future transportation hub and corridor.
Loggers Lane (North)	0.36	015-980-367 015-039-871 015-039-927 015-980-332	Future road.
Loggers Lane Dev. (Mid South ½)	2.00+1.96 waterlot	027-557-847 027-557-863 (S ½)	Park.
Loggers Lane (South)	1.37	015-994-643 027-554-813	Important for access to oceanfront and consolidation with adjacent private lands for road realignment and development.
Loggers Lane Rail Corridor	tbd	tbd	Road widening and greenway.
Church on 99	1.42	009-608-443	Road. Bridge access into Downtown.
Waterlot (North)	7.510+3.2 3	007-773-943 015-861-252 (tbd)*	Water access/ Third Ave. road access to Oceanfront Development lands.
Waterlot (South)	tbd	015-886-123 (part)	Statutory Right of Way Only for water access to Oceanfront Development Lands.

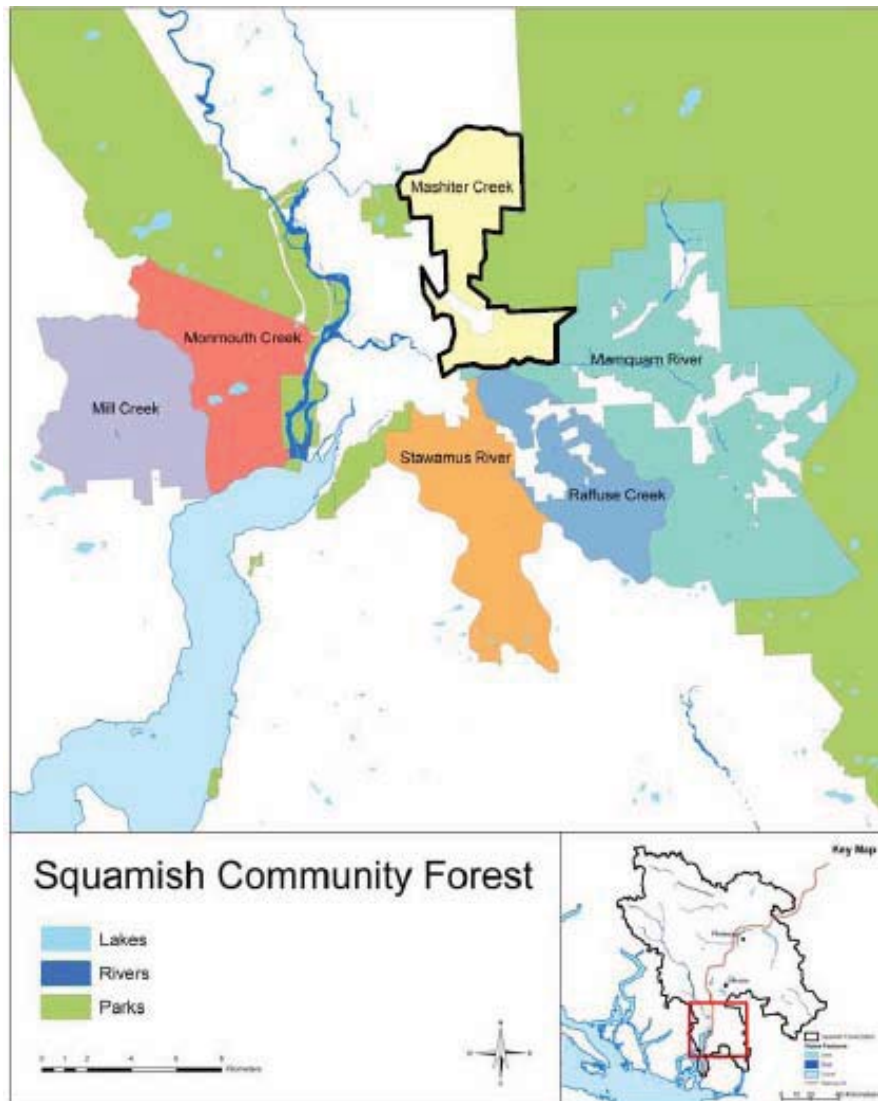
Economic Development Lands			
Location (Map Reference)	Size (Acres)	PID(S)	Purpose
North Yards Business Park Development (e/s Government Road)	93.00	013-336-282 011-305-690 011-305-711 011-305-720 011-305-738 011-305-746 011-305-771 015-860-787	Business park development.
Loggers Lane Dev. (Mid North ½)	2.00+1.96 waterlot	027-557-855 027-557-863 (N ½)	Future development.
Triangle	8.478	027-517-772 013-358-316 008-606-196	Future residential development.

Note: All PID/Legal Info provide through BCRP Properties Ltd. "Squamish Portfolio June 2010.xls" unless indicated by *.



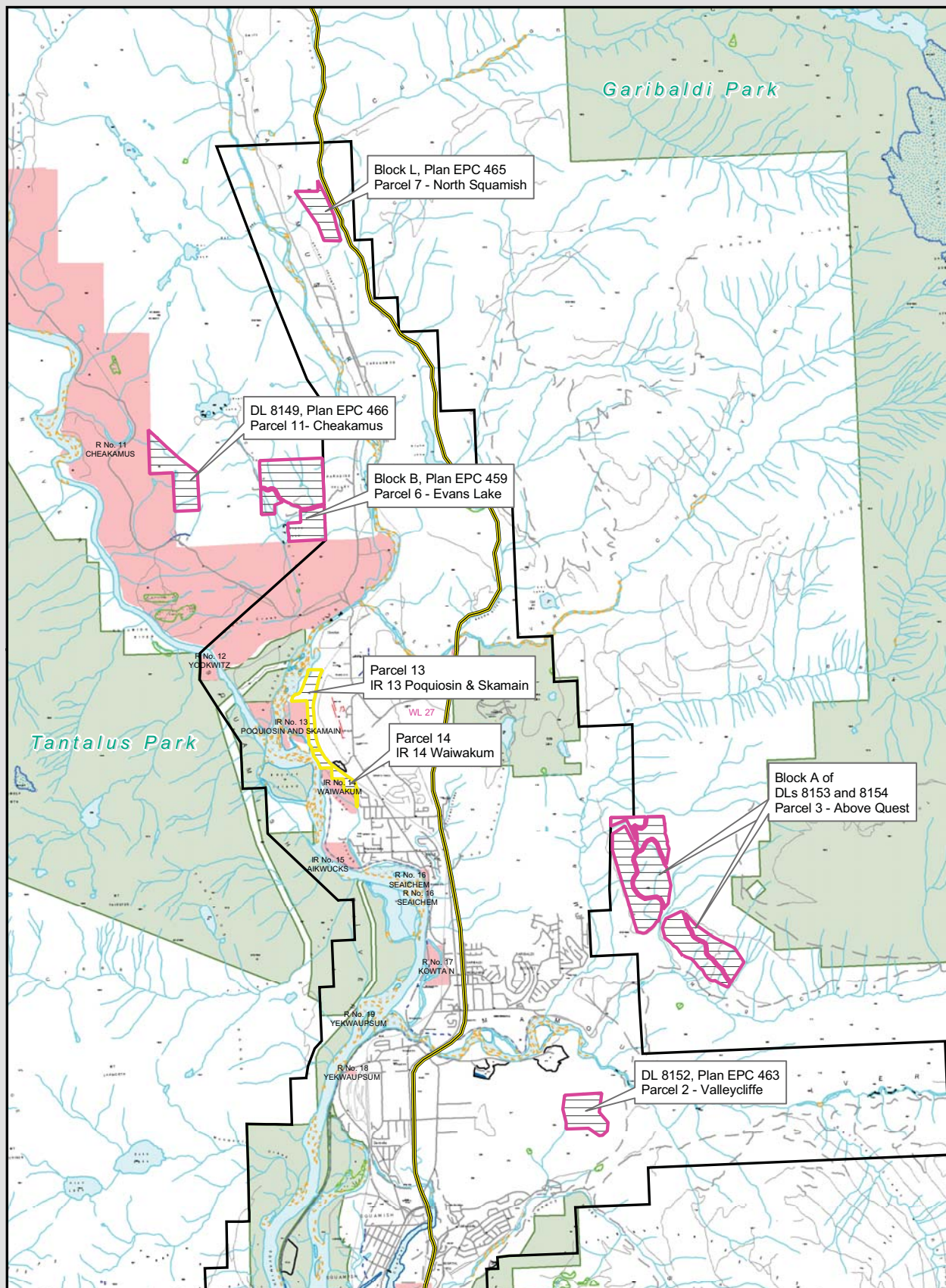
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SCHEDULE F Community Forest



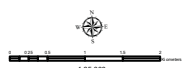
Pages 83 through 87 redacted for the following reasons:

s.14



Umbrella Agreement Candidate Lands Overview Map

Date: February 09, 2010



Projection: BC Albers Equal Area
Datum: North American 1983
Integrated Land Management Bureau
Lower Mainland Service Center
Map Design and Layout: J5

Warning: ILMB accepts no responsibility for the accuracy or the content of the data shown on this map. All data is subject to change and cannot be used for legal descriptions. The most current digital files may or may not be stored at ILMB.

F:\Path\SPHQA\BIB\candidate lands 27dec2009\mxd
Filename: overview_umbrella_agreement_11417_09a10101.mxd

GIS Data Layers
Transfer Lands (Fee Simple Transfer)
Challenger Fee Lands
Squamish Nation Umbrella Agreement Selection Lands



- 2409367 - "Reserve Regularization" Candidate Lands
- 2409279 - "1200 Acres" Candidate Lands
- Existing Designations
 - Provincial Parks
 - Indian Reserves
 - Municipality
 - Sea-to-Sky Highway

DRAFT

NOT FOR PUBLIC DISTRIBUTION