

Lheidli T'enneh Final Agreement Appendices

October 29, 2006

Canada



Lheidli T'enneh



TABLE OF CONTENTS

INTRODUCTION	1
APPENDIX A	LHEIDLI T'ENNEH LANDS
	3
Appendix A-1	Overview Map of Lheidli T'enneh Lands
	5
Appendix A-2	Former Lheidli T'enneh Indian Reserves
	9
Part 1	Legal Descriptions of Former Lheidli T'enneh Indian Reserves
	10
Part 2	Illustrative Plans of Former Lheidli T'enneh Indian Reserves
	11
Appendix A-3	Former Federal Crown Land
	21
Appendix A-4	Former Provincial Crown Land
	25
APPENDIX B	LIST OF LHEIDLI T'ENNEH LANDS TO BE REGISTERED UNDER THE <i>LAND TITLE ACT</i>
	55
APPENDIX C	EXCEPTIONS TO LHEIDLI T'ENNEH LANDS
	57
Appendix C-1	Crown Roads
	58
Appendix C-2	Municipal Roads
	59
Appendix C-3	Railway Rights of Way
	60
APPENDIX D	PLAN OF MILLAR GRAVEL PIT
	61
APPENDIX E	INTERESTS ON LHEIDLI T'ENNEH LANDS
	65
Appendix E-1	Interests to be Continued
	67
Part 1	Existing Interests Registered under the <i>Land Title Act</i>
	68
Part 2	<i>Land Code</i> Interests
	69
Part 3	Trap Line Registrations and Guide Outfitter Certificates Wholly or Partially on Lheidli T'enneh Lands
	70
Part 4	Interests to be Established Before the Effective Date
	71
Appendix E-2	Interests to be Replaced
	73
Part 1	Public Utility Transmission and Distribution Works
	74
Part 2	Access to Estates in Fee Simple
	75
Appendix E-3	Applicable forms of document for Public Utility

	Transmission and Distribution Works listed in Part 1 of Appendix E-2.....	77
Document 1	Transmission Right of Way for British Columbia Hydro and Power Authority.....	79
Document 2	Distribution Right of Way for British Columbia Hydro and Power Authority and Telus Communications Inc.....	95
Document 3	Right of Way for Westcoast Energy Inc., doing business as Duke Energy Gas Transmission.....	115
Document 4	Right of Way for Plateau Pipe Line Ltd.....	133
Document 5	Distribution Right of Way for Terasen Inc.....	151
Document 6	Transmission Right of Way for Terasen Inc.....	167
Document 7	Right of Way for Shaw Cable.....	183
Appendix E-4	Applicable forms of document for Access to Estates in Fee Simple listed in Part 2 of Appendix E-2.....	197
Document 1	Grant of Private Road Easement.....	199
APPENDIX F	MAP OF LHEIDLI T'ENNEH AREA.....	207
APPENDIX G	FUTURE ACQUISITIONS.....	211
Appendix G-1	Canadian National Railway Company Sidings.....	212
Appendix G-2	Cale Creek.....	213
Appendix G-3	Purden Lake.....	217
Appendix G-4	Shelley B, C and D.....	221
Appendix G-5	Parties entitled to replacement tenures on Shelley Future Acquisition Lands.....	229
APPENDIX H	PRIVATE FEE SIMPLE LANDS.....	231
Appendix H-1	Former Provincial Crown Land.....	233
Appendix H-2	List of estates, interests, charges, mineral claims, encumbrances, licences and permits located on private fee simple lands.....	239
APPENDIX I	ESTATES IN FEE SIMPLE ENTITLED TO ACCESS ACROSS LHEIDLI T'ENNEH LANDS.....	241
APPENDIX J	LHEIDLI T'ENNEH HYDRO POWER RESERVATION.....	243
APPENDIX K	MAP OF LHEIDLI T'ENNEH FISH AREA.....	245

APPENDIX L	MAP OF WILLOW RIVER WATERSHED	
	ZONE B	249
APPENDIX M	MAP OF BOWRON RIVER WATERSHED	253
APPENDIX N	LHEIDLI T’ENNEH ARTIFACTS	257
Appendix N-1	Lheidli T’enneh Artifacts to be transferred from the Royal British Columbia Museum to Lheidli T’enneh	258
Appendix N-2	Lheidli T’enneh Artifacts to be held by the Royal British Columbia Museum	259
APPENDIX O	HERITAGE SITES AND KEY GEOGRAPHIC FEATURES	261
Appendix O-1	Sites of cultural and historic significance	262
Appendix O-2	Geographic features to be named or renamed with Carrier names	263
APPENDIX P	DISPUTE RESOLUTION PROCEDURES	265
Appendix P-1	Collaborative Negotiations	267
Appendix P-2	Mediation	271
Appendix P-3	Technical Advisory Panel	277
Appendix P-4	Neutral Evaluation	285
Appendix P-5	Community Advisory Council	291
Appendix P-6	Arbitration	297

INTRODUCTION

These Appendices form part of the Lheidli T'enneh Final Agreement entered into between:

Lheidli T'enneh;

Her Majesty the Queen in Right of Canada;

and

Her Majesty the Queen in Right of British Columbia.

Maps and plans in these Appendices are presented at reduced scale for ease of reference. Maps and plans in the Lheidli T'enneh Final Agreement Atlas are presented at the approved scale.

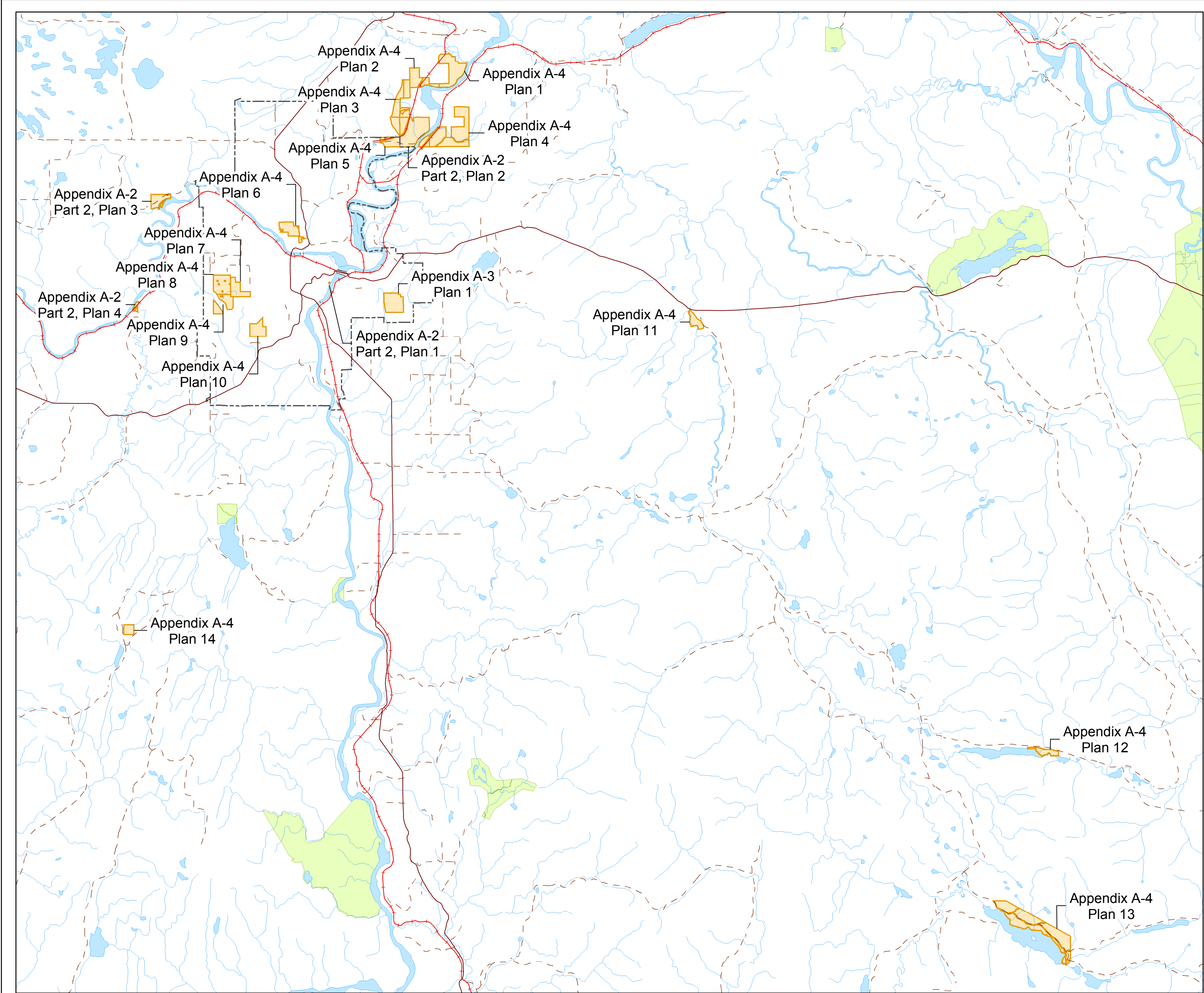
APPENDIX A

LHEIDLI T'ENNEH LANDS

Appendix A-1	Overview Map of Lheidli T'enneh Lands
Appendix A-2	Former Lheidli T'enneh Indian Reserves
Part 1	Legal Descriptions of Former Lheidli T'enneh Indian Reserves
Part 2	Illustrative Plans of Former Lheidli T'enneh Indian Reserves
Plan 1	Former Indian Reserve No. 1A (Fort George Cemetery)
Plan 2	Former Indian Reserve No. 2 (Fort-George Shelley)
Plan 3	Former Indian Reserve No. 3 (Clesbaoneecheck)
Plan 4	Former Indian Reserve No. 4 (Salaquo)
Appendix A-3	Former Federal Crown Land
Plan 1	Prince George Agricultural Station
Appendix A-4	Former Provincial Crown Land
Plan 1	Salmon Lands
Plan 2	Salmon B
Plan 3	Shelley A
Plan 4	Beaver
Plan 5	Vista
Plan 6	Harper Valley
Plan 7	Cranbrook Hill West A
Plan 8	Cranbrook Hill West B
Plan 9	Cranbrook Hill West C
Plan 10	Cranbrook Hill South
Plan 11	Willow River
Plan 12	Narrow Lake
Plan 13	Stony Lake
Plan 14	Hutda Lake

APPENDIX A – 1
LHEIDLI T’ENNEH LANDS

OVERVIEW MAP OF LHEIDLI T’ENNEH LANDS

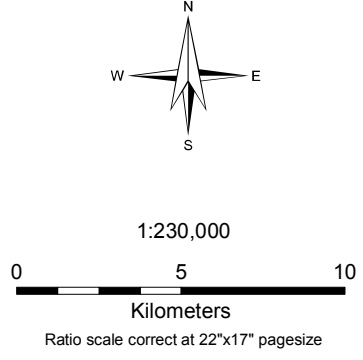


Overview of
Lheidli T'enneh Lands

- Legend
- Lheidli T'enneh Lands
 - Provincial Parks and Protected Areas
 - Municipality
- Transportation
- Road (Paved)
 - Road (Gravel)
 - Railway
 - Waterbody
 - Water course - permanent

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE LHEIDLİ T'ENNEH GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.

THIS MAP IS NOT TO BE USED FOR DEFINING INDIAN RESERVE BOUNDARIES OR FOR INDIAN RESERVE LEGAL DESCRIPTIONS PURPOSES. DEPICTION OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Key Map



Base Data Derived From - NTS 1:250,000 Data
Land District - Cariboo

APPENDIX A – 2
LHEIDLI T’ENNEH LANDS

FORMER LHEIDLI T’ENNEH INDIAN RESERVES

Part 1 Legal Descriptions of Former Lheidli T’enneh Indian Reserves

Part 2 Illustrative Plans of Former Lheidli T’enneh Indian Reserves

Plan 1 Former Indian Reserve No. 1A (Fort George Cemetery)

Plan 2 Former Indian Reserve No. 2 (Shelley)

Plan 3 Former Indian Reserve No. 3 (Clesbaoneecheck)

Plan 4 Former Indian Reserve No. 4 (Salaquo)

**PART 1 OF APPENDIX A – 2
LHEIDLI T'ENNEH LANDS**

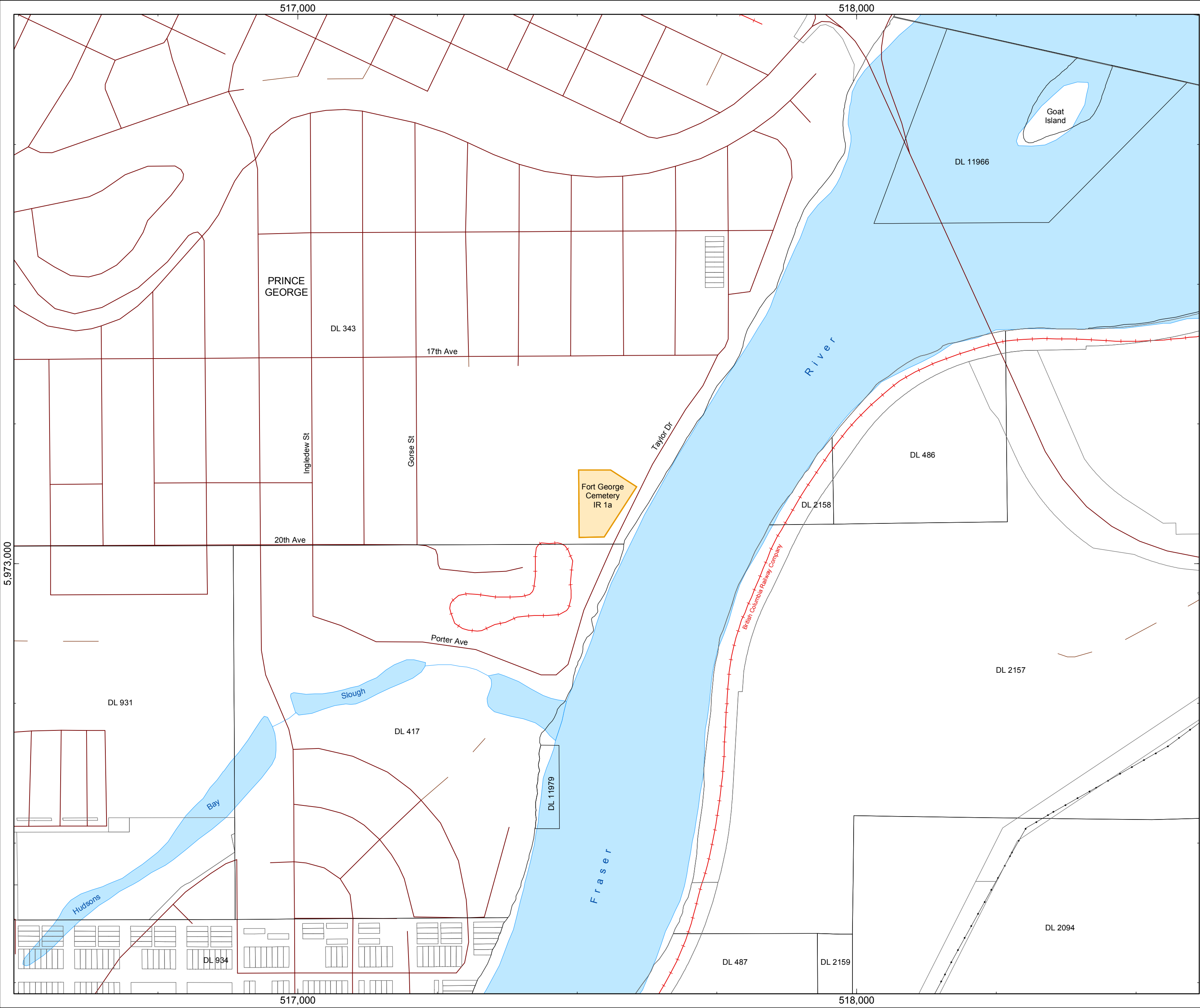
**LEGAL DESCRIPTIONS OF FORMER LHEIDLI T'ENNEH INDIAN
RESERVES**

Former Indian Reserve No. and Name	Illustrated in Appendix Plan	Legal Description	
		Land Title Office	CLSR Plan
No. 1A Fort George Cemetery	Appendix A-2, Part 2, Plan 1	Parcel Z, District Lot 343, Plan B3575	BC644 and 69914
No. 2 Fort-George (Shelley)	Appendix A-2, Part 2, Plan 2		BC19 and Lot 1, Plan 50232, except the railway right of ways on RR1237B and RR4416 (see boundary surveys shown on Plan 70758 and Plan 90946)
No. 3 Clesbaoneecheck	Appendix A-2, Part 2, Plan 3		BC19 (see boundary surveys shown on Plan 57302 and Plan 91049)
No. 4 Salaquo	Appendix A-2, Part 2, Plan 4		BC19, except the east 272.674 metres of the reserve, lying south of the railway right of way as shown on Plan RR1233A and right of way as shown on Plan RR1233A (see boundary survey shown on Plan 90943)

**PART 2 OF APPENDIX A – 2
LHEIDLI T’ENNEH LANDS**

**ILLUSTRATIVE PLANS OF FORMER LHEIDLI T’ENNEH INDIAN
RESERVES**

Plan 1	Former Indian Reserve No. 1A (Fort George Cemetery)
Plan 2	Former Indian Reserve No. 2 (Shelley)
Plan 3	Former Indian Reserve No. 3 (Clesbaoneecheck)
Plan 4	Former Indian Reserve No. 4 (Salaquo)



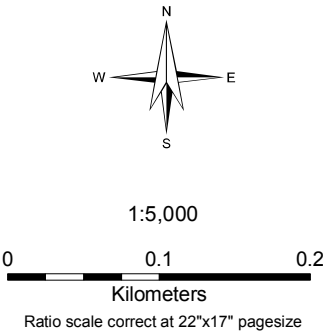
Lheidli T'enneh Lands

Legend

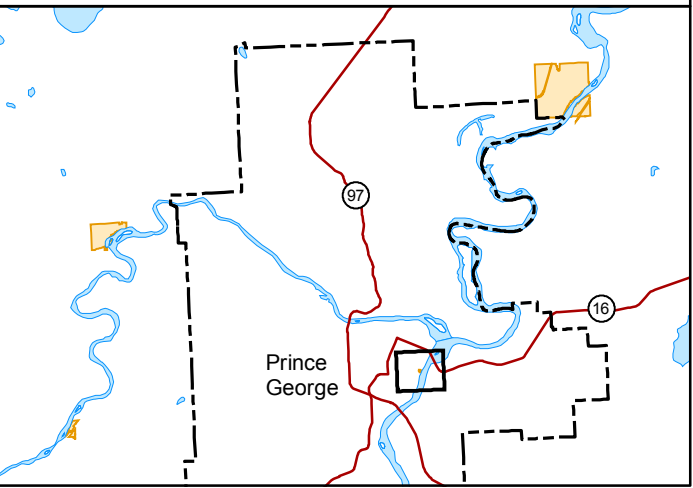
- Subject Lands
- Other Lheidli T'enneh Lands
- Exceptions to Lheidli T'enneh Lands
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Parks and Protected Areas
- Municipality
- Transportation
 - Road (Paved)
 - Road (Gravel)
 - Railway
 - Electrical Transmission Line
 - Pipeline
- Water Body
- Watercourse - Permanent

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE LHEIDLI T'ENNEH GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.

THIS MAP IS NOT TO BE USED FOR DEFINING INDIAN RESERVE BOUNDARIES OR FOR INDIAN RESERVE LEGAL DESCRIPTIONS PURPOSES. DEPICTION OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Key Map



Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093G.086
UTM Zone 10

Appendix: A - 2, Part 2
Former Lheidli T'enneh Indian Reserve
Plan 1
Indian Reserve 1a Fort George Cemetery

APPENDIX A – 3
LHEIDLI T'ENNEH LANDS

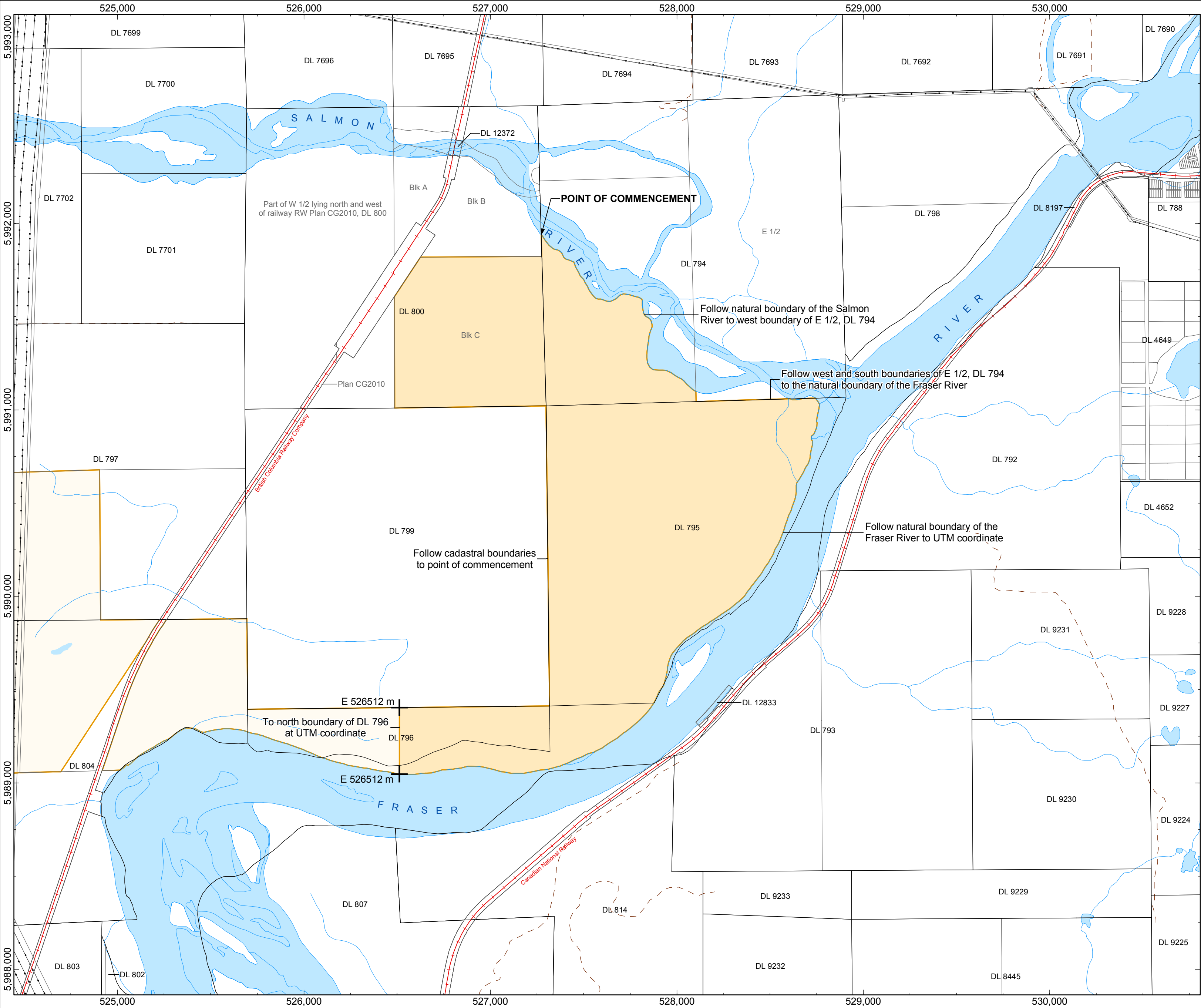
FORMER FEDERAL CROWN LAND

Plan 1 Prince George Agricultural Station

APPENDIX A – 4
LHEIDLI T’ENNEH LANDS

FORMER PROVINCIAL CROWN LAND

Plan 1	Salmon Lands
Plan 2	Salmon B
Plan 3	Shelley A
Plan 4	Beaver
Plan 5	Vista
Plan 6	Harper Valley
Plan 7	Cranbrook Hill West A
Plan 8	Cranbrook Hill West B
Plan 9	Cranbrook Hill West C
Plan 10	Cranbrook Hill South
Plan 11	Willow River
Plan 12	Narrow Lake
Plan 13	Stony Lake
Plan 14	Hutda Lake



Lheidli T'enneh Lands

Legend

- Subject Lands
- Other Lheidli T'enneh Lands
- Exceptions to Lheidli T'enneh Lands
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Parks and Protected Areas
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Railway
- Electrical Transmission Line
- Pipeline

Water Body

- Water Body
- Watercourse - Permanent

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE LHEIDLII T'ENNEH GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.

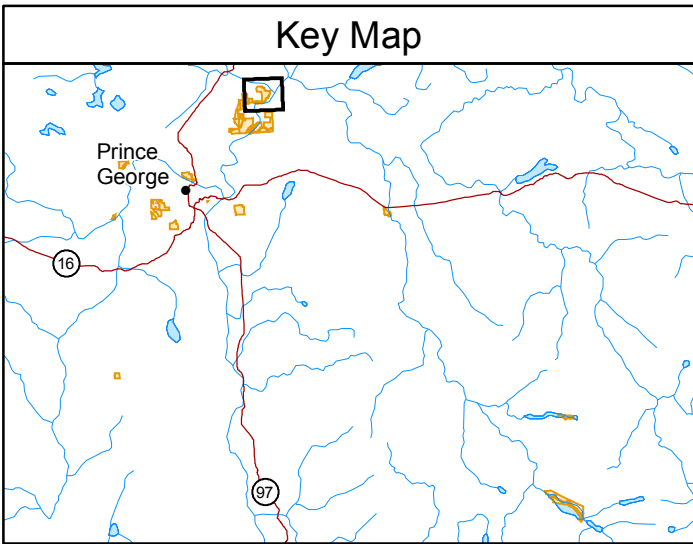
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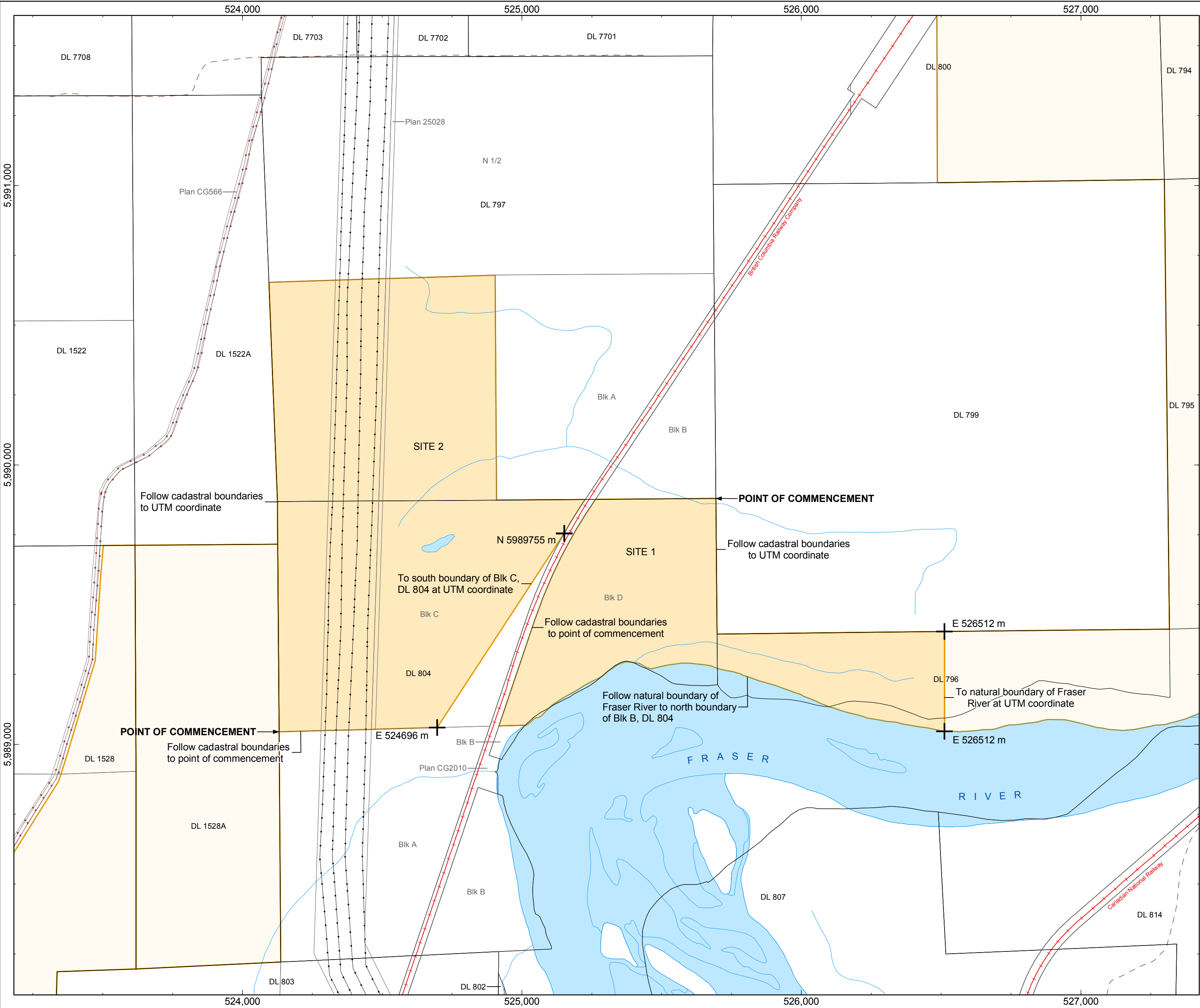
Point of Commencement

West boundary of District Lot 794, Cariboo District, at the southerly present natural boundary of the Salmon River, thence clockwise



Base map derived from 1:20,000 TRIM data
Cadastré derived from Crown Land Registry Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093J.008
UTM Zone 10

Appendix: A - 4
Former Provincial Crown Land
Plan 1
Salmon Lands



Lheidli T'enneh Lands

Legend

Subject Lands

Other Lheidli T'enneh Lands

Exceptions to Lheidli T'enneh Lands

+

UTM Coordinate

Primary Survey Parcel

Subdivision Parcel

Provincial Parks and Protected Areas

Municipality

Transportation

Road (Paved)

Road (Gravel)

Railway

Electrical Transmission Line

Pipeline

Water Body

Watercourse - Permanent

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE LHEIDLII TENNEH GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.

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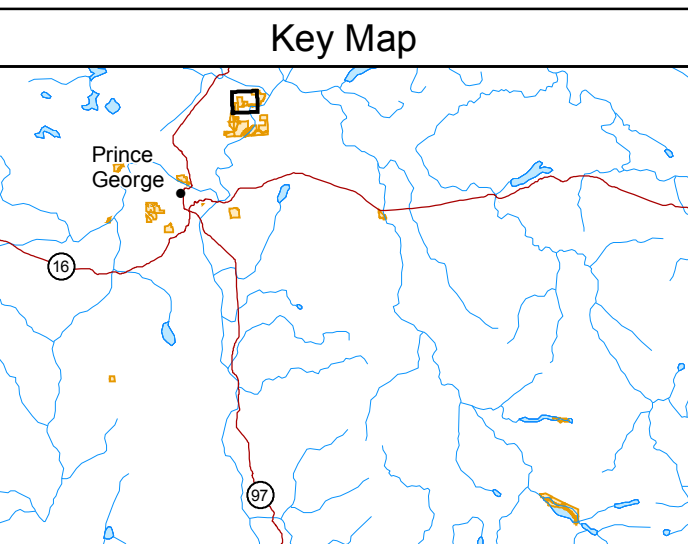
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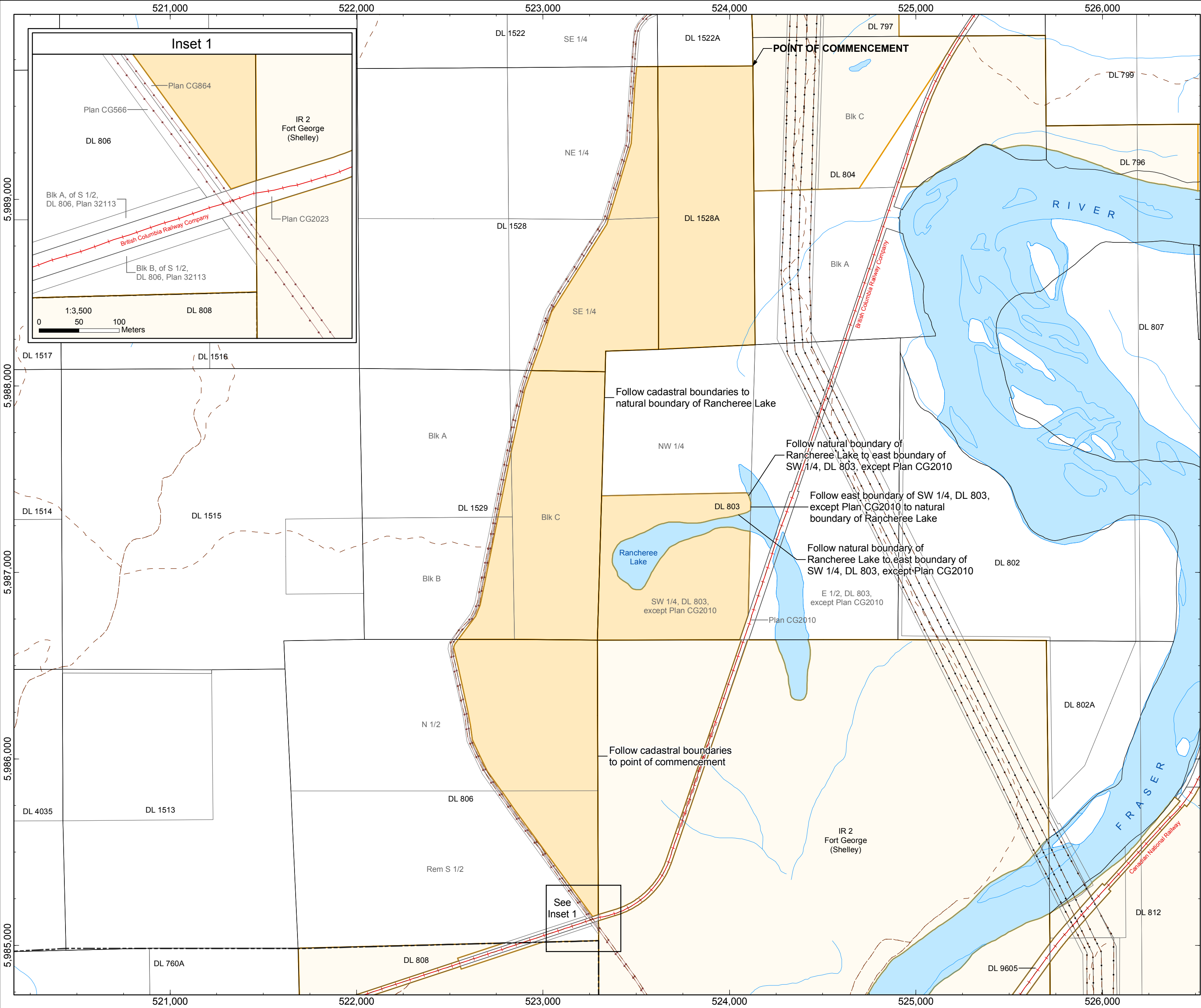
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Point of Commencement
Site 1 - Northeast corner of Block D, District Lot 804, Cariboo District, thence clockwise
Site 2 - Southwest corner of Block C, District Lot 804, Cariboo District, thence clockwise



Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093J.007 and 093J.008
UTM Zone 10

Appendix: A - 4
Former Provincial Crown Land
Plan 2
Salmon B



Lheidli T'enneh Lands

Legend

- Subject Lands
- Other Lheidli T'enneh Lands
- Exceptions to Lheidli T'enneh Lands
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Parks and Protected Areas
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Railway
- Electrical Transmission Line
- Pipeline
- Water Body
- Watercourse - Permanent

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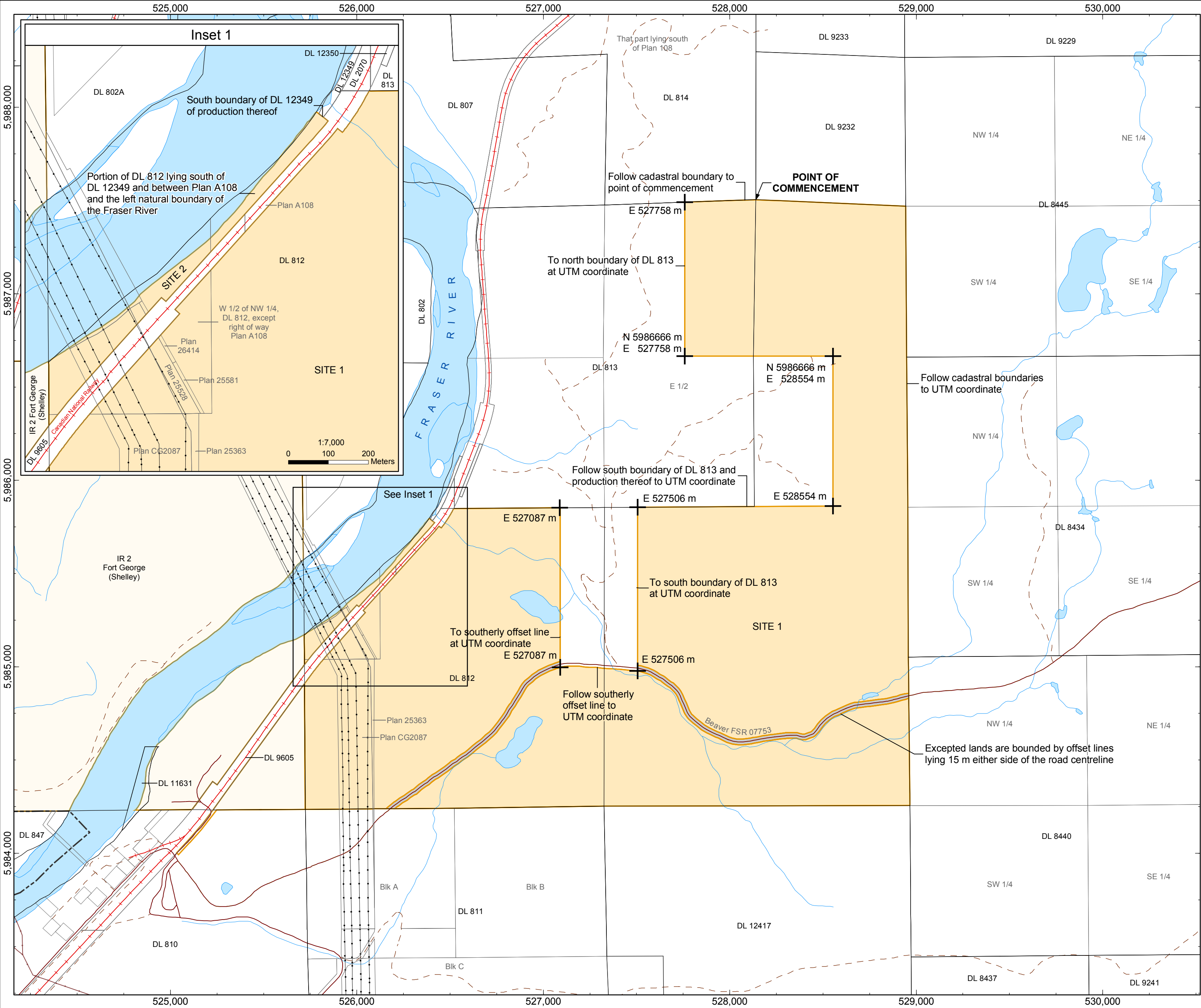
Point of Commencement

Northeast corner of District Lot 1528A, Cariboo District, thence clockwise

Key Map

Base map derived from 1:20,000 TRIM data
Cadastrre derived from Crown Land Registry
Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093J.007
UTM Zone 10

Appendix: A - 4
Former Provincial Crown Land
Plan 3
Shelley A



Lheidli T'enneh Lands

Legend

- Subject Lands
- Other Lheidli T'enneh Lands
- Exceptions to Lheidli T'enneh Lands
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Parks and Protected Areas
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Railway
- Electrical Transmission Line
- Pipeline

Water Body

- Watercourse - Permanent

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Point of Commencement

Site 1 - Northeast corner of E 1/2, District Lot 813, Cariboo District, thence clockwise

Site 2 - Not required

Key Map

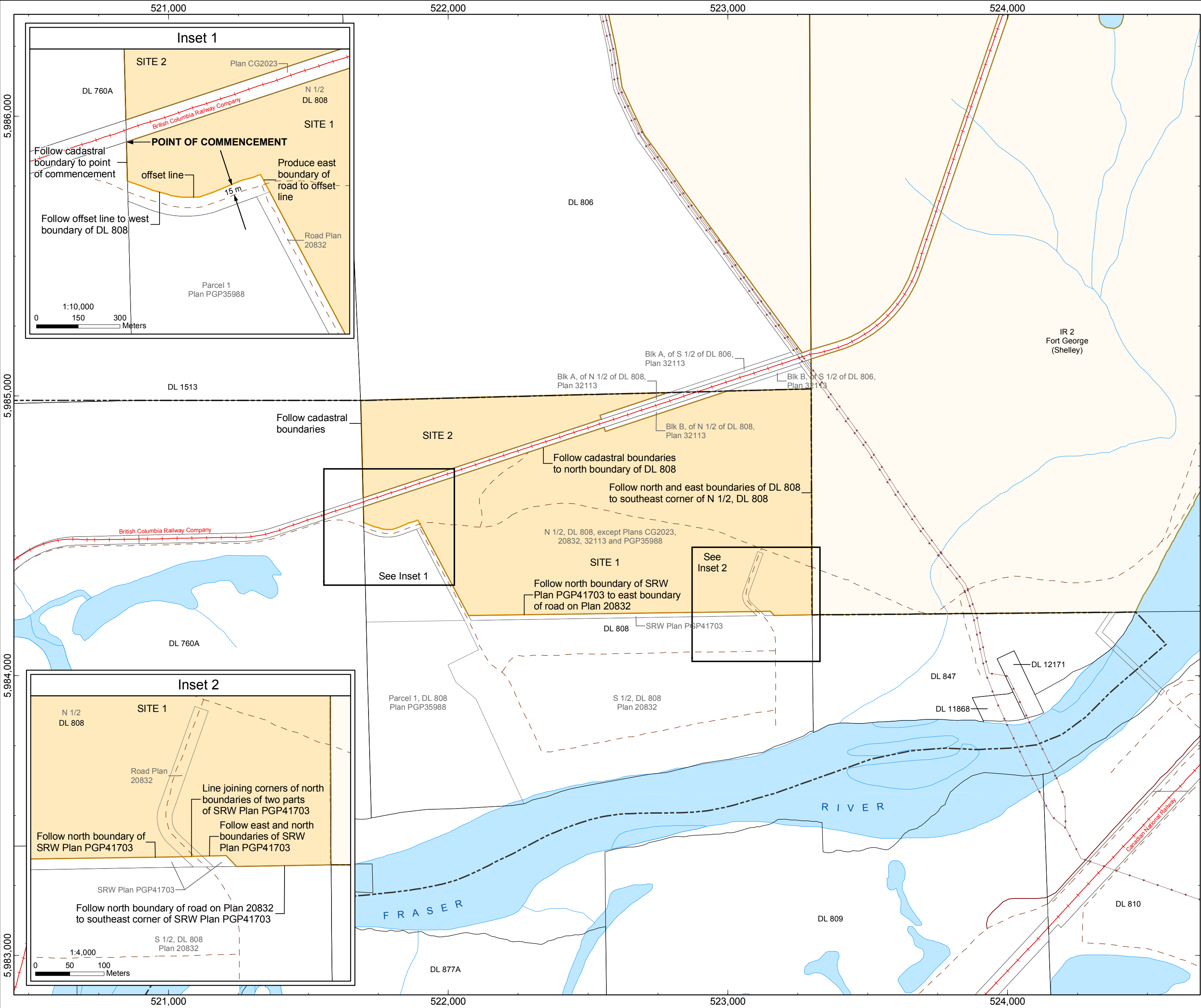
Base map derived from 1:20,000 TRIM data
Cadastrre derived from Crown Land Registry Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093J.007 and 093J.008
UTM Zone 10

Appendix: A - 4

Former Provincial Crown Land

Plan 4

Beaver



Lheidli T'enneh Lands

Legend

- Subject Lands
- Other Lheidli T'enneh Lands
- Exceptions to Lheidli T'enneh Lands
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Parks and Protected Areas
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Railway
- Electrical Transmission Line
- Pipeline
- Water Body
- Watercourse - Permanent

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE LHEIDLI T'ENNEH GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.

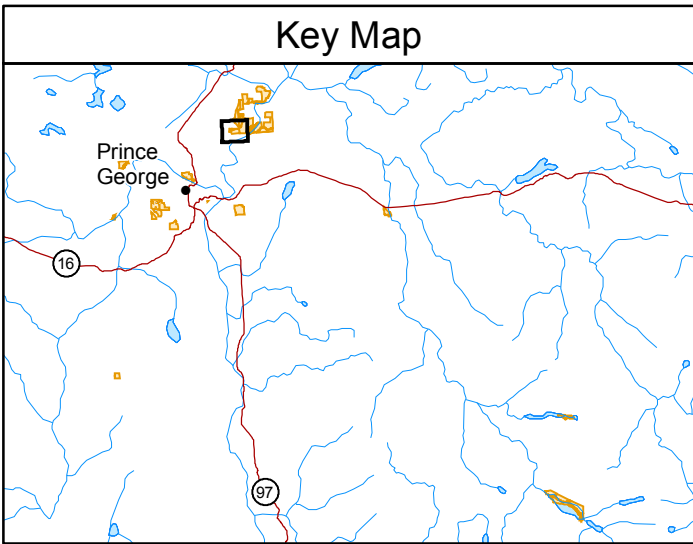
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Kilometers
Ratio scale correct at 22"x17" pagesize

Point of Commencement

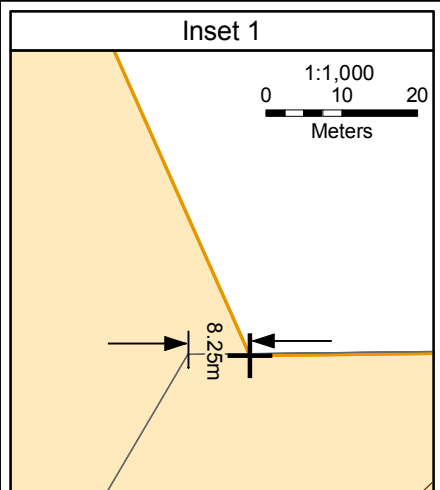
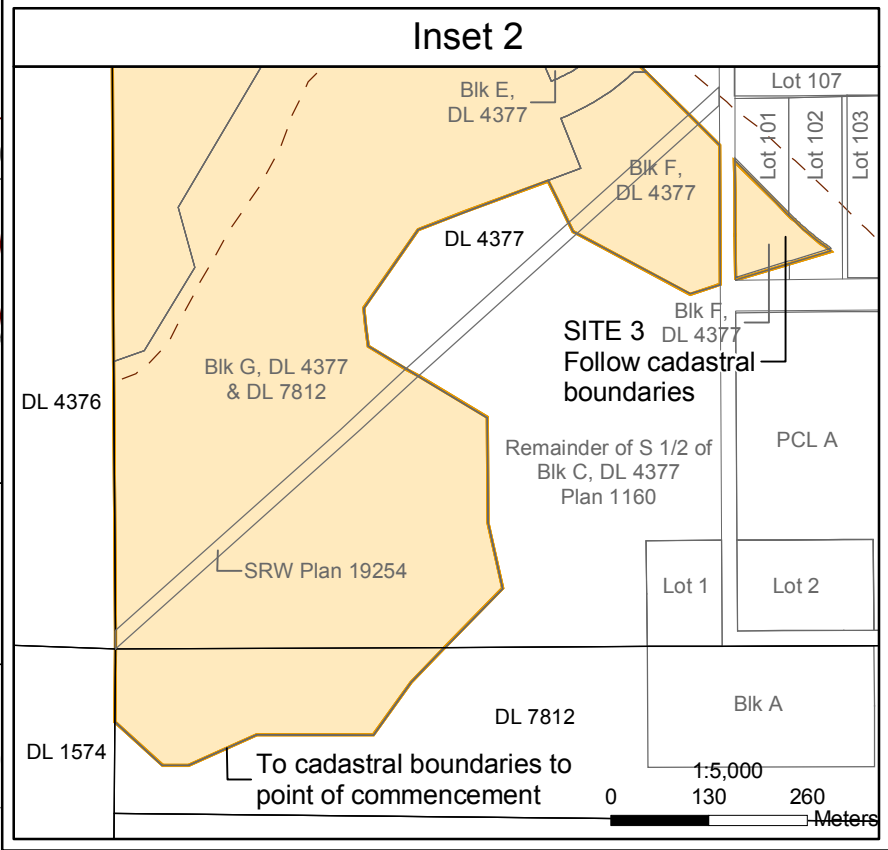
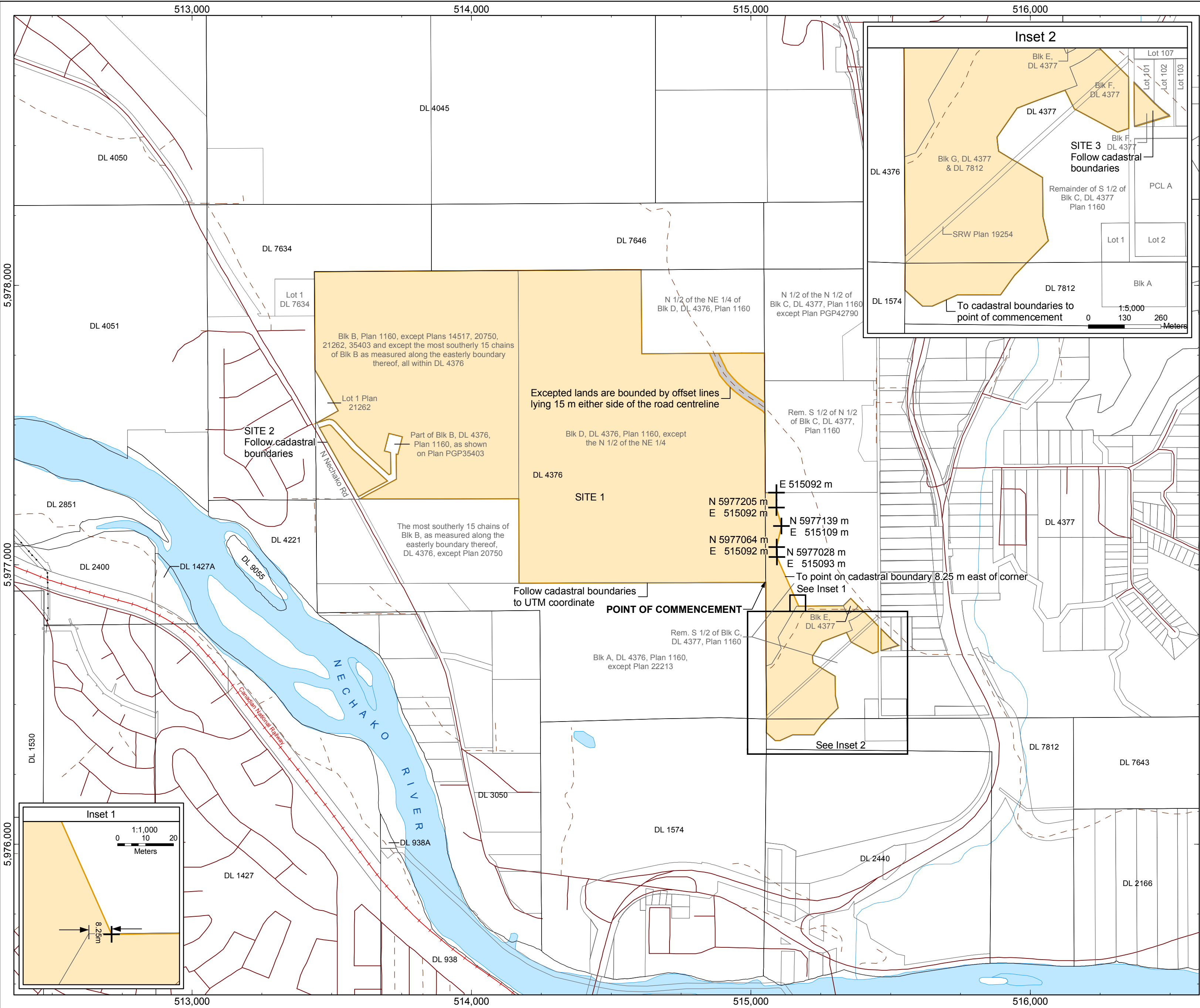
Site 1 - West boundary of DL 808, Cariboo District at south boundary of railway Plan CG2023, thence clockwise

Site 2 - Not required



Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093G.097 and 093J.007
UTM Zone 10

Appendix: A - 4
Former Provincial Crown Land
Plan 5
Vista



Lheidli T'enneh Lands

Legend

- Subject Lands
- Other Lheidli T'enneh Lands
- Exceptions to Lheidli T'enneh Lands
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Parks and Protected Areas
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Railway
- Electrical Transmission Line
- Pipeline
- Water Body
- Watercourse - Permanent

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0 0.25 0.5
Kilometers
Ratio scale correct at 22"x17" pagesize

Point of Commencement

Site 1 - Southeast corner of Blk D, DL 4376, Plan 1160, Cariboo District, thence clockwise

Site 2 & 3 - Not required

Key Map

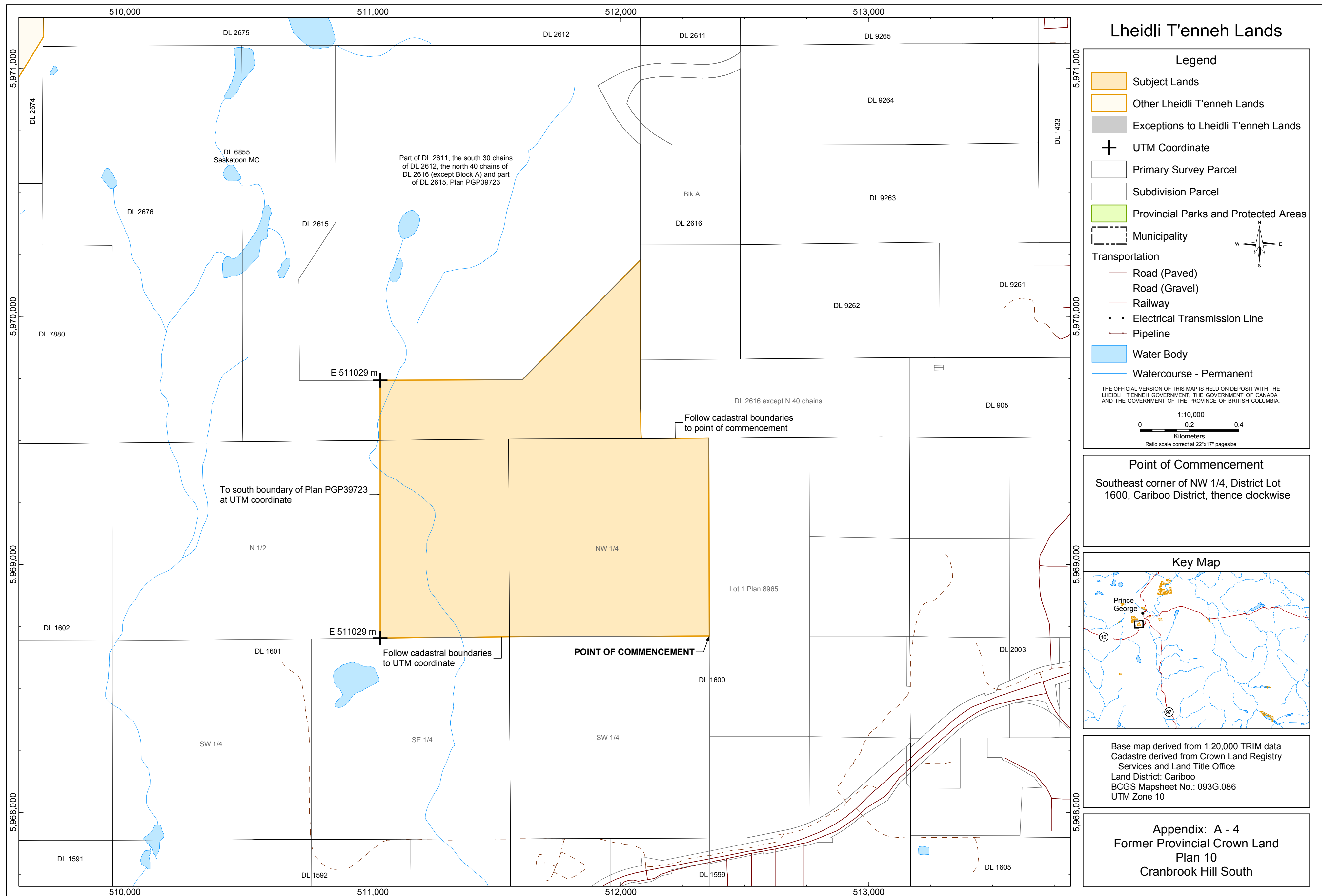
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Cadastré derived from Crown Land Registry Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093G.096 and 093G.097
UTM Zone 10

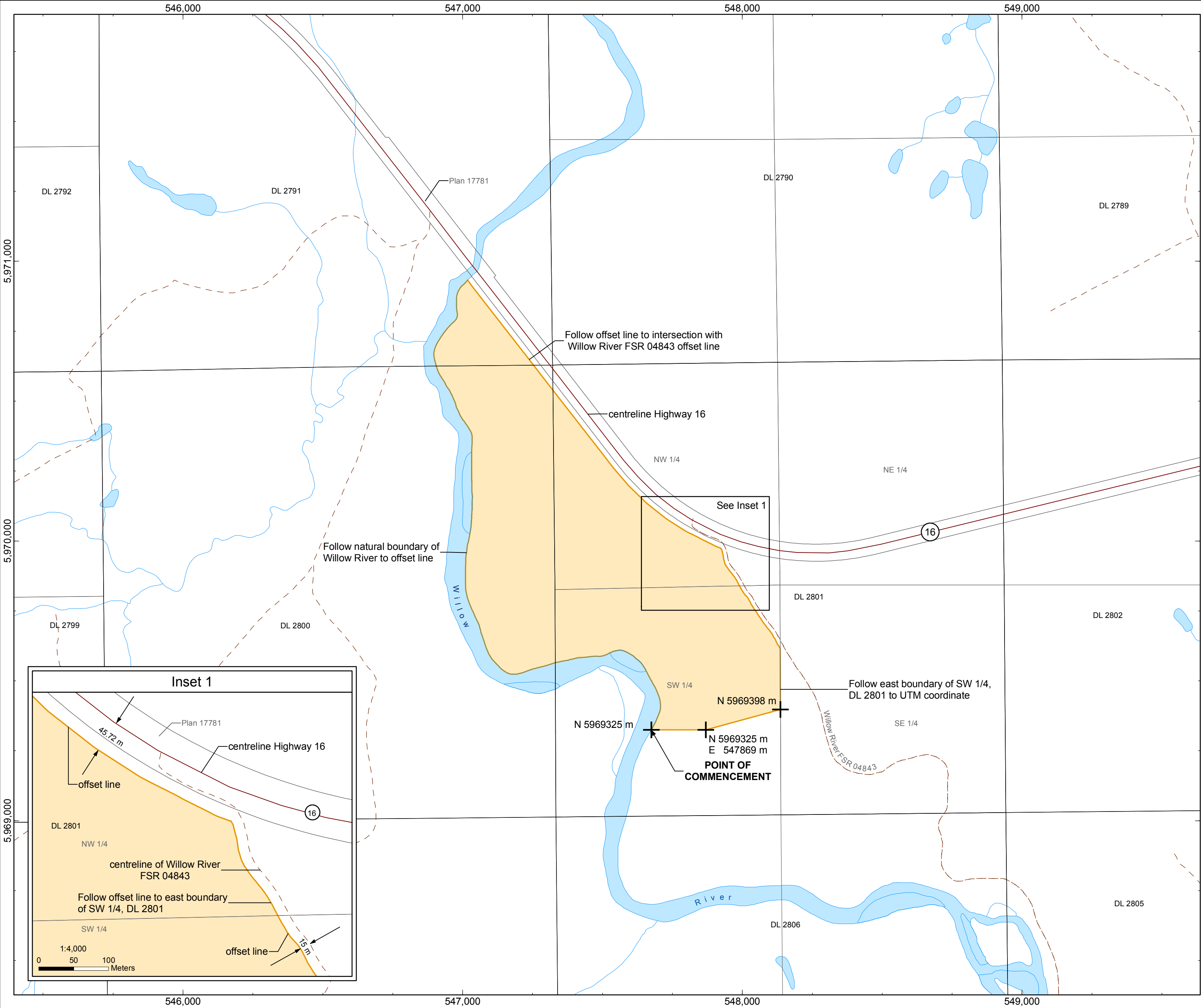
Appendix: A - 4

Former Provincial Crown Land

Plan 6

Harper Valley





Lheidli T'enneh Lands

Legend

- Subject Lands
- Other Lheidli T'enneh Lands
- Exceptions to Lheidli T'enneh Lands
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Parks and Protected Areas
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Railway
- Electrical Transmission Line
- Pipeline

Water

- Water Body
- Watercourse - Permanent

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE LHEIDLII TENNEH GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.

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0 0.25 0.5 Kilometers

Ratio scale correct at 22"x17" pagesize

Point of Commencement

Natural boundary of Willow River at UTM coordinate N 5969325 m, thence clockwise

Key Map

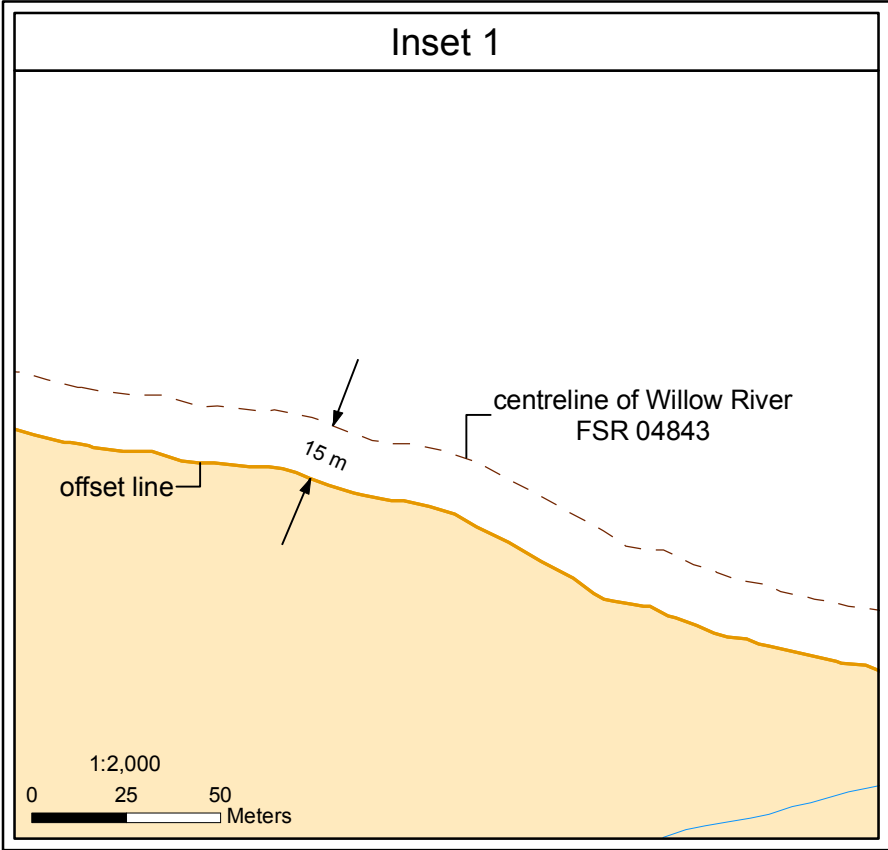
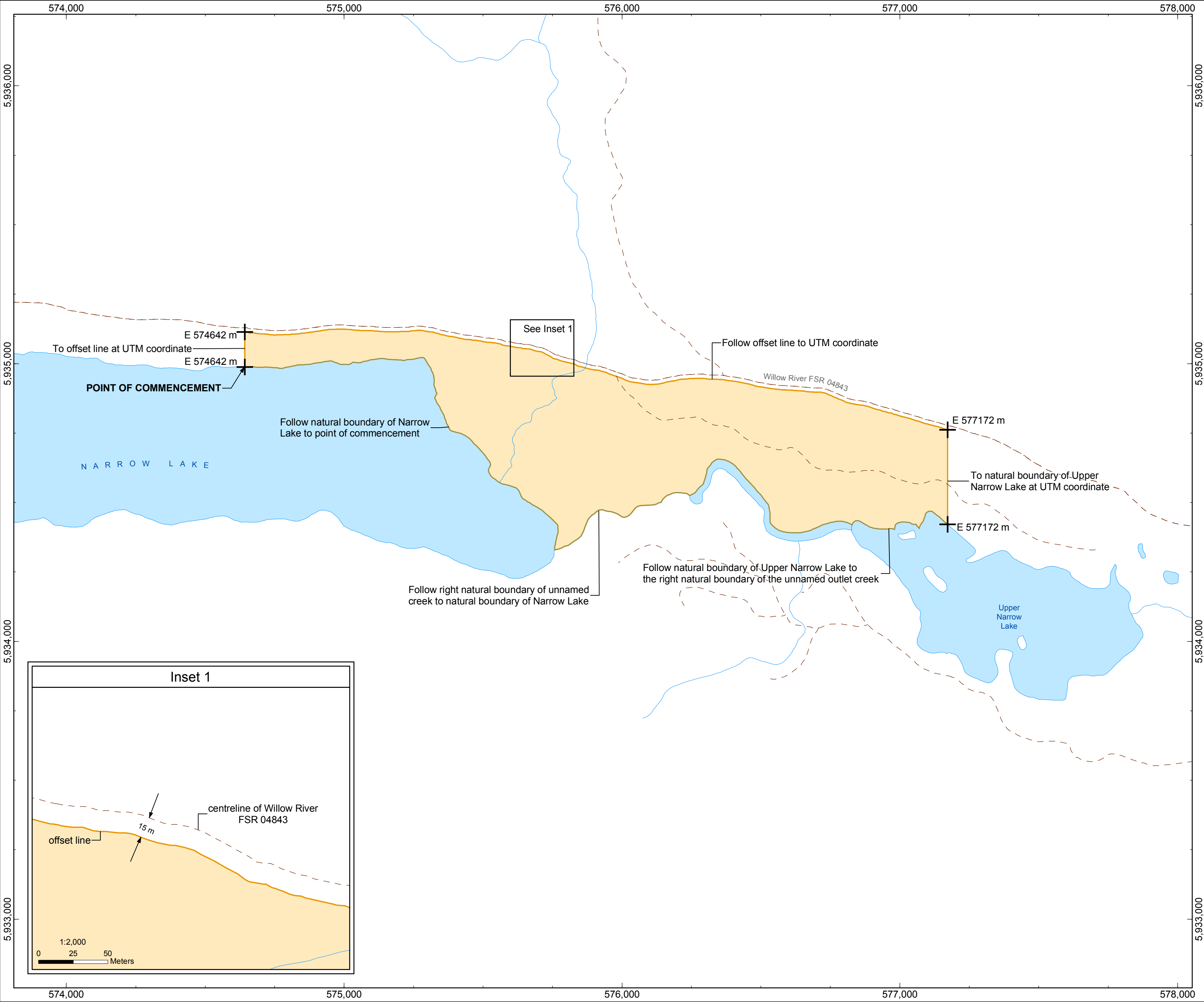
Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093G.089
UTM Zone 10

Appendix: A - 4

Former Provincial Crown Land

Plan 11

Willow River



Lheidli T'enneh Lands

Legend

- Subject Lands
- Other Lheidli T'enneh Lands
- Exceptions to Lheidli T'enneh Lands
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Parks and Protected Areas
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Railway
- Electrical Transmission Line
- Pipeline

Water Body

Watercourse - Permanent

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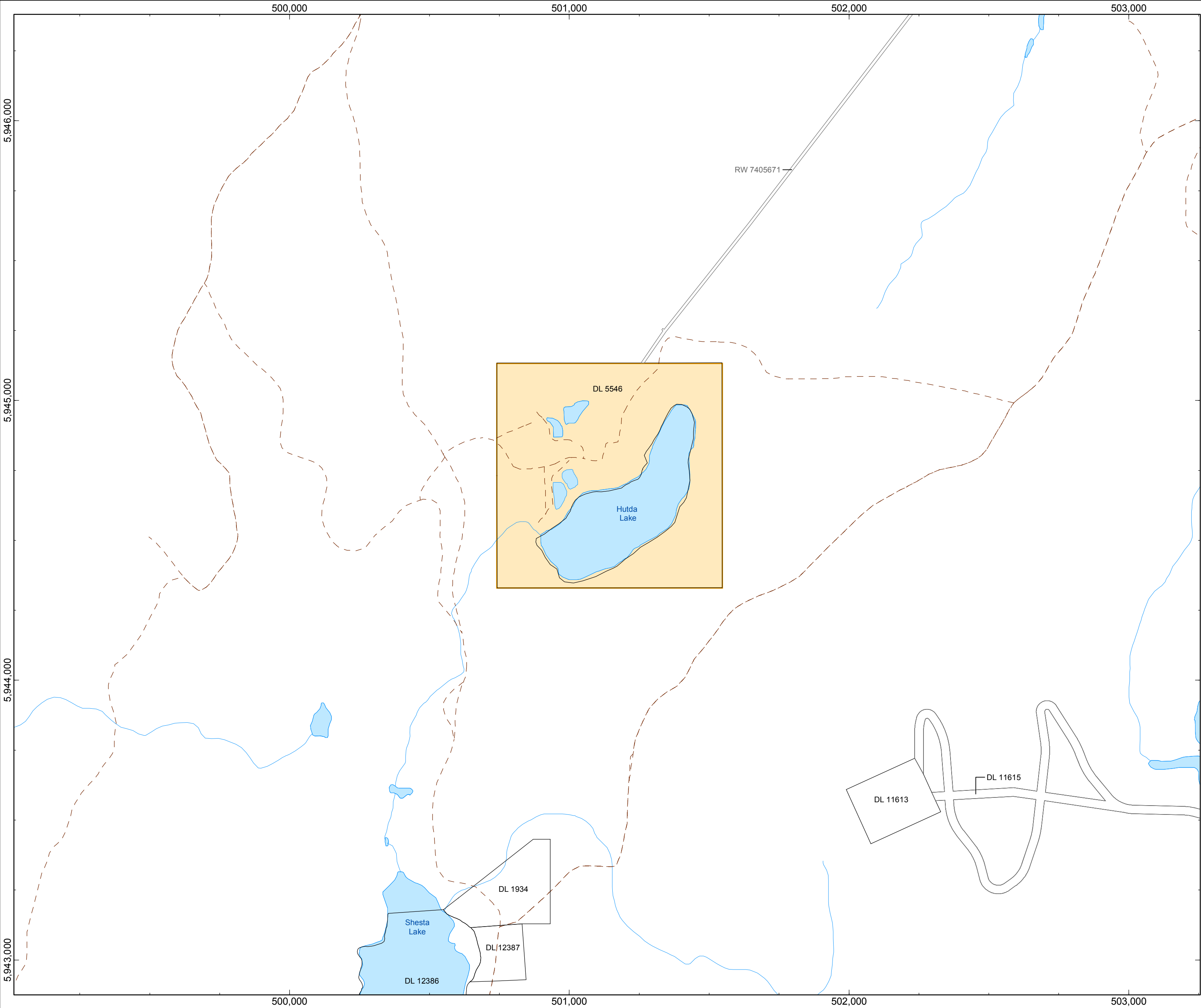
1:10,000
0 0.25 0.5
Kilometers
Ratio scale correct at 22"x17" pagesize

Point of Commencement
Natural boundary of Narrow Lake at UTM coordinate E 574642 m, thence clockwise

Key Map

Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093H.051
UTM Zone 10

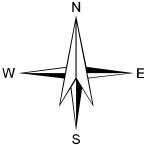
Appendix: A - 4
Former Provincial Crown Land
Plan 12
Narrow Lake



Lheidli T'enneh Lands

Legend

- Subject Lands
 - Other Lheidli T'enneh Lands
 - Exceptions to Lheidli T'enneh Lands
 - UTM Coordinate
 - Primary Survey Parcel
 - Subdivision Parcel
 - Provincial Parks and Protected Areas
 - Municipality
- Transportation
- Road (Paved)
 - Road (Gravel)
 - Railway
 - Electrical Transmission Line
 - Pipeline
- Water Body
- Watercourse - Permanent



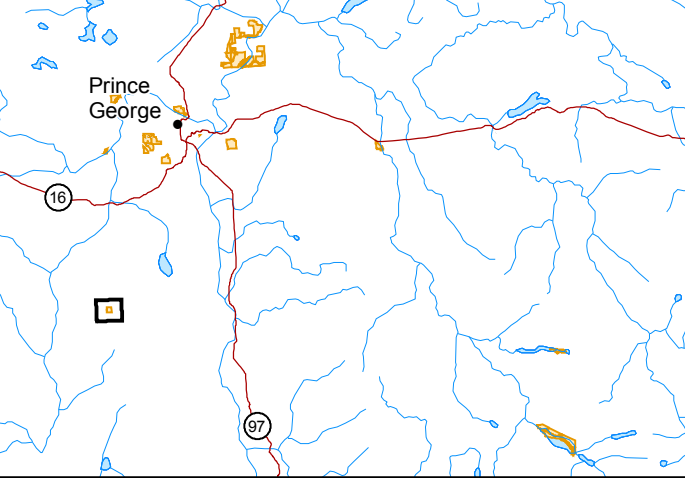
THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE
LHEIDLII T'ENNEH GOVERNMENT, THE GOVERNMENT OF CANADA
AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.

1:10,000
0 0.25 0.5
Kilometers
Ratio scale correct at 22"x17" pagesize

Point of Commencement

Not required

Key Map



Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093G.066
UTM Zone 10

Appendix: A - 4
Former Provincial Crown Land
Plan 14
Hutda Lake

APPENDIX B

LIST OF LHEIDLI T'ENNEH LANDS TO BE REGISTERED UNDER THE LAND TITLE ACT

Appendix A-2, Part 2, Plan 1

That portion of the former Shelley Indian Reserve as illustrated in Appendix A-2, Part 2, Plan 2 containing pipeline in favour of Westcoast Energy Inc, doing business as Duke Energy Gas Transmission, registered under FNLRS Nos. 1263-10 and X13423.

That portion of the former Shelley Indian Reserve as illustrated in Appendix A-2, Part 2, Plan 2 containing pipeline in favour of Plateau Pipeline Inc. registered under FNLRS Nos. 1263-10 and X13423.

That portion of the former Shelley Indian Reserve as illustrated in Appendix A-2, Part 2, Plan 2 containing Transmission Line in favour of British Columbia Hydro and Power Authority registered under FNLRS No. X24211.

Appendix A-3, Plan 1

Appendix A-4, Plan 1

Appendix A-4, Plan 2

Appendix A-4, Plan 3

Appendix A-4, Plan 4

Appendix A-4, Plan 5

Appendix A-4, Plan 6

Appendix A-4, Plan 8

Appendix A-4, Plan 9

Appendix A-4, Plan 10

Appendix A-4, Plan 14

APPENDIX C

EXCEPTIONS TO LHEIDLI T'ENNEH LANDS

- | | |
|---------------------|-----------------------|
| Appendix C-1 | Crown Roads |
| Appendix C-2 | Municipal Roads |
| Appendix C-3 | Railway Rights of Way |

APPENDIX C – 1
EXCEPTIONS TO LHEIDLI T’ENNEH LANDS

CROWN ROADS

Beaver Forest Service Road 7753 as identified in grey in Appendix A-4, Plan 4

Willow River Forest Service Road 4843 as identified in grey in Appendix A-4, Plan 13

Other Forest Service Roads as identified in grey in Appendix A-4, Plan 13

APPENDIX C – 2
EXCEPTIONS TO LHEIDLI T’ENNEH LANDS

MUNICIPAL ROADS

Blueberry Road, as identified in grey in Appendix A-4, Plan 6

APPENDIX C – 3
EXCEPTIONS TO LHEIDLI T’ENNEH LANDS

RAILWAY RIGHTS OF WAY

CLSR Plan RR1237B, as applicable to the lands illustrated in Appendix A-2, Part 2, Plan 2

CLSR Plan RR4416, as applicable to the lands illustrated in Appendix A-2, Part 2, Plan 2

CLSR Plan RR4416, as applicable to the lands illustrated in Appendix A-2, Part 2, Plan 4

Plan CG2010, as identified in Appendix A-4, Plan 2

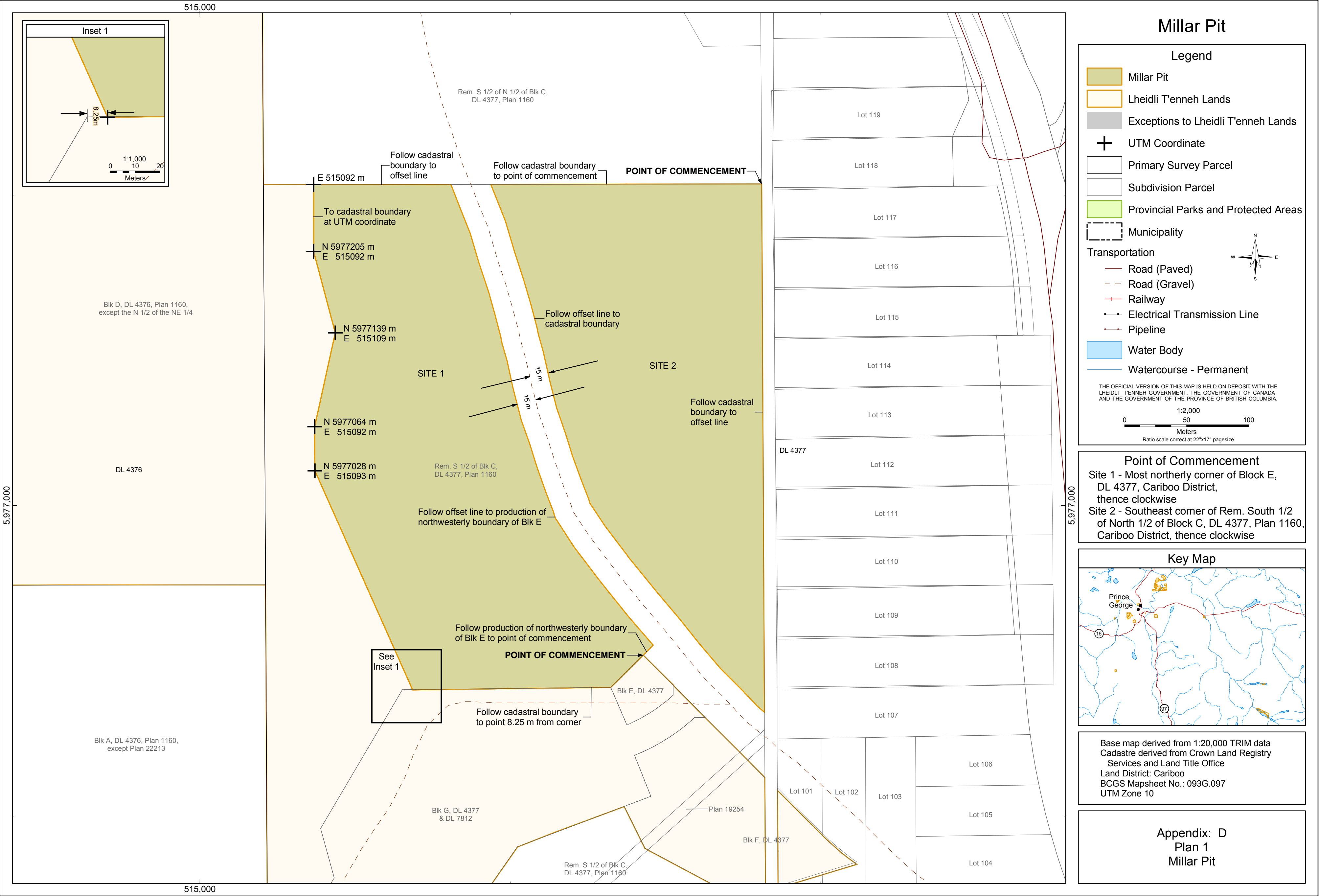
Plan CG2010, as identified in Appendix A-4, Plan 3

Plan A108 and District Lot 12349, as identified in Appendix A-4, Plan 4

Plans CG2023 and 32113, as identified in Appendix A-4, Plan 5

APPENDIX D

PLAN OF MILLAR GRAVEL PIT



Millar Pit

Legend

- Millar Pit
- Lheidli T'enneh Lands
- Exceptions to Lheidli T'enneh Lands
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Parks and Protected Areas
- Municipality
- Transportation
 - Road (Paved)
 - Road (Gravel)
 - Railway
 - Electrical Transmission Line
 - Pipeline
- Water Body
- Watercourse - Permanent

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE LHEIDL T'ENNEH GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.

1:2,000

0 50 100

Meters

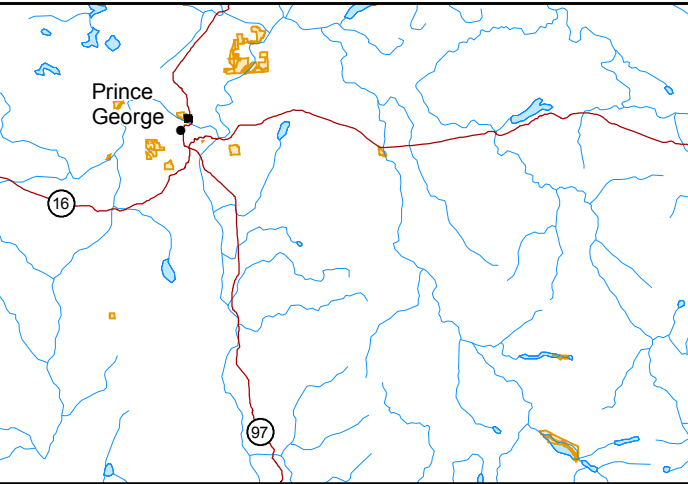
Ratio scale correct at 22"x17" pagesize

Point of Commencement

Site 1 - Most northerly corner of Block E, DL 4377, Cariboo District, thence clockwise

Site 2 - Southeast corner of Rem. South 1/2 of North 1/2 of Block C, DL 4377, Plan 1160, Cariboo District, thence clockwise

Key Map



Base map derived from 1:20,000 TRIM data

Cadastral derived from Crown Land Registry Services and Land Title Office

Land District: Cariboo

BCGS Mapsheet No.: 093G.097

UTM Zone 10

Appendix: D

Plan 1

Millar Pit

APPENDIX E

INTERESTS ON LHEIDLI T'ENNEH LANDS

Appendix E-1	Interests to be Continued
Part 1	Existing Interests Registered in the Land Title Office
Part 2	<i>Land Code</i> Interests
Part 3	Trap Line Registrations and Guide Outfitter Certificates Wholly or Partially on Lheidli T'enneh Lands
Part 4	Interests to be Established Prior to the Effective Date
Appendix E-2	Interests to be Replaced
Part 1	Public Utility Transmission and Distribution Works
Part 2	Access to Estates in Fee Simple
Appendix E-3	Applicable Forms of Document for Public Utility Transmission and Distribution Works listed in Part 1 of Appendix E-2
Document 1	Transmission Right of Way for British Columbia Hydro and Power Authority
Document 2	Distribution Right of Way for British Columbia Hydro and Power Authority and Telus Communications Inc.
Document 3	Right of Way for Westcoast Energy Inc., doing business as Duke Energy Gas Transmission
Document 4	Right of Way for Plateau Pipe Line Ltd.
Document 5	Distribution Right of Way for Terasen Inc.
Document 6	Transmission Right of Way for Terasen Inc.
Document 7	Right of Way for Shaw Cable
Appendix E-4	Applicable Forms of Document for Access to Estates in Fee Simple listed in Part 2 of Appendix E-2
Document 1	Grant of Private Road Easement

APPENDIX E-1
INTERESTS ON LHEIDLI T'ENNEH LANDS

INTERESTS TO BE CONTINUED

- | | |
|--------|---|
| Part 1 | Existing Interests Registered in the Land Title Office |
| Part 2 | <i>Land Code</i> Interests |
| Part 3 | Trap Line Registrations and Guide Outfitter Certificates Wholly or Partially on Lheidli T'enneh Lands |
| Part 4 | Interests to be Established Prior to the Effective Date |

**PART 1 OF APPENDIX E – 1
INTERESTS TO BE CONTINUED**

**EXISTING INTERESTS REGISTERED UNDER THE
*LAND TITLE ACT***

Appendix	Registration Number	Interest	Interest Holder
A-3, Plan 1	D6911	Right of Way	Telus Communications Inc
	24305K	Right of Way	School District 57
	BW153275	Lighting Easement	Her Majesty the Queen in Right of Canada, c/o the Minister of Transport

PART 2 OF APPENDIX E – 1
INTERESTS TO BE CONTINUED

LAND CODE INTERESTS

Lheidli T'enneh Temporary Development Permit referenced as LTNLA-2006-01 in favour of Four Directions Management Services Ltd.

Any other interests granted by Lheidli T'enneh before the Effective Date.

**PART 3 OF APPENDIX E – 1
INTERESTS TO BE CONTINUED**

**TRAPLINE REGISTRATIONS AND GUIDE OUTFITTER
CERTIFICATES WHOLLY OR PARTIALLY ON LHEIDLI T'ENNEH
LANDS**

Interest	Registration No.	Appendix Plan
Trapline	TR0706T005	Appendix A-4, Plan 12
	TR0706T006	Appendix A-4, Plan 13
	TR0706T007	Appendix A-4, Plan 13
	TR0707T003	Appendix A-4, Plan 11
	TR0709T006	Appendix A-4, Plan 4
	TR0710T004	Appendix A-4, Plan 14
	TR0710T007	Appendix A-2, Part 2, Plan 1
		Appendix A-2, Part 2, Plan 2
		Appendix A-3, Plan 1
		Appendix A-4, Plan 4
		Appendix A-4, Plan 7
		Appendix A-4, Plan 8
		Appendix A-4, Plan 9
	TR0712T005	Appendix A-4, Plan 10
	TR0712T005	Appendix A-4, Plan 14
	TR0715T006	Appendix A-2, Part 2, Plan 3
	TR0715T009 TR0715T011	Appendix A-4, Plan 3
		Appendix A-2, Part 2, Plan 2
		Appendix A-4, Plan 1
		Appendix A-4, Plan 2
		Appendix A-4, Plan 3
		Appendix A-4, Plan 4
		Appendix A-4, Plan 5
	TR0715T015	Appendix A-4, Plan 6
	TR0715T015	Appendix A-2, Part 2, Plan 4

Interest	Certificate No.	Appendix Plan
Guide Outfitter Area	700034	Appendix A-4, Plan 14
	700617	Appendix A-2, Part 2, Plan 2
		Appendix A-4, Plan 1 Appendix A-4, Plan 4
	700629	Appendix A-4, Plan 14
	701101	Appendix A-4, Plan 12
		Appendix A-4, Plan 13
	701129	Appendix A-4, Plan 11

PART 4 OF APPENDIX E – 1
INTERESTS TO BE CONTINUED

INTERESTS TO BE ESTABLISHED BEFORE THE EFFECTIVE DATE

Statutory Right-of-Way in favour of the City of Prince George to provide access to Block A, District Lot 4376, Cariboo District, Plan 1160, Except Plan 22213, to be established before the Effective Date by British Columbia over parcel identified in Appendix A-4, Plan 6.

APPENDIX E-2
INTERESTS ON LHEIDLI T'ENNEH LANDS

INTERESTS TO BE REPLACED

Part 1 Public Utility Transmission and Distribution Works

Part 2 Access to Estates in Fee Simple

**PART 1 OF APPENDIX E-2
INTERESTS TO BE REPLACED**

PUBLIC UTILITY TRANSMISSION AND DISTRIBUTION WORKS

Interest Holder	Interest	General Location	Previous Document	Lheidli T'enneh Replacement Document
British Columbia Hydro and Power Authority	Transmission line	Appendix A-2, Part 2, Plan 2	X24211 (FNLRs)	Document 1, Appendix E-3
		Appendix A-4, Plan 4	P37915 (LTO)	
		Appendix A-4, Plan 4	C16063 (LTO)	
		Appendix A-4, Plan 2	36826K (LTO)	
		Appendix A-4, Plan 4	L10282 (LTO)	
		Appendix A-4, Plan 4	P34394 (LTO)	
British Columbia Hydro and Power Authority Telus Communications Inc.	Joint Distribution line	Existing and future works adjacent to roads	n/a	Document 2, Appendix E-3
Westcoast Transmission Co., doing business as Duke Energy Gas Transmission	Pipeline	Appendix A-2, Part 2, Plan 2	1263-10 X13423 (FNLRs)	Document 3, Appendix E-3
Plateau Pipeline Inc.	Pipeline	Appendix A-2, Part 2, Plan 2	1263-10 X13423 (FNLRs)	Document 4, Appendix E-3
Terasen Inc.	Pipeline	Appendix A-4, Plan 6	PN46860 (LTO)	Document 5, Appendix E-3
	Distribution line	Existing and future works adjacent to roads	n/a	Document 6, Appendix E-3
Shaw Cablesystems	Distribution line	Existing and future works adjacent to roads	n/a	Document 7, Appendix E-3

**PART 2 OF APPENDIX E-2
INTERESTS TO BE REPLACED**

ACCESS TO ESTATES IN FEE SIMPLE

Legal Description of Estate in Fee Simple Requiring Access	Current Property Owner	Access Required through Lheidli T'enneh Lands Illustrated or Described in	Lheidli T'enneh Replacement Document
Block A of District Lot 802, Cariboo District	Lazy F-D Ranches & Hay Sales Ltd. (Inc. # 480400)	Appendix A-2, Part 2, Plan 2	Document 1, Appendix E-4
Block A of District Lot 802A, Cariboo District			Document 1, Appendix E-4
The fractional East ½ of District Lot 801, Cariboo District	David Glenn Hart	Appendix A-2, Part 2, Plan 3	Document 1, Appendix E-4
The East ½ of District Lot 794, Cariboo District	Aime Fernand Cheramy Sandra Lynn Cheramy	Appendix A-4, Plan 1	Document 1, Appendix E-4
District Lot 799, Cariboo District, except Plan CG2010	Barbara Greer	Appendix A-4, Plan 1	Document 1, Appendix E-4
Northwest ¼ of District Lot 803, Cariboo District	Rodney Blair Varley Hazel Mae Varley	Appendix A-4, Plan 2 Appendix A-2, Part 2, Plan 2	Document 1, Appendix E-4

**APPENDIX E-3
INTERESTS ON LHEIDLI T'ENNEH LANDS**

**APPLICABLE FORMS OF DOCUMENT FOR PUBLIC UTILITY
TRANSMISSION AND DISTRIBUTION WORKS LISTED IN PART 1 OF
APPENDIX E-2**

Document 1	Transmission Right of Way for British Columbia Hydro and Power Authority
Document 2	Distribution Right of Way for British Columbia Hydro and Power Authority and Telus Communications Inc.
Document 3	Right of Way for Westcoast Energy Inc., doing business as Duke Energy Gas Transmission
Document 4	Right of Way for Plateau Pipe Line Ltd..
Document 5	Distribution Right of Way for Terasen Inc.
Document 6	Transmission Right of Way for Terasen Inc.
Document 7	Right of Way for Shaw Cable

APPENDIX E – 3
**APPLICABLE FORMS OF DOCUMENT FOR PUBLIC UTILITY TRANSMISSION
AND DISTRIBUTION WORKS LISTED IN PART 1 OF APPENDIX E-2**

DOCUMENT 1

TRANSMISSION RIGHT OF WAY

This Agreement is made as of _____, 200__

Between:

[Name of First Nation]
[insert address]

(the “Grantor”)

And:

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

(“Hydro”)

WHEREAS:

- A. The Grantor, Canada and British Columbia have entered into a Final Agreement as hereinafter defined.
- B. In accordance with the Final Agreement, the Grantor wishes to provide the grants, as herein provided, to Hydro with respect to the Grantor’s Lands as hereinafter defined.

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

1.0 Definitions

1.1 In this Agreement:

- (a) “**Access Improvements**” has the meaning ascribed to it in Section 2.1(c)(v)(a);
- (b) “**Affiliate**” will have the meaning ascribed it in the *Business Corporations Act*,

S.B.C. 2002, c. 57, as amended or replaced from time to time;

- (c) **“Area of the Works”** means the Right of Way Area and those portions of the Lands located within 10 metres on both sides of the Right of Way Area;
- (d) **“Agreement”** means this Agreement and all schedules attached to it;
- (e) **“Effective Date”** means the date upon which the Final Agreement will take effect;
- (f) **“Environment”** means all the components of the earth including, without limitation, all layers of the atmosphere, air, land (including, without limitation, all underground spaces and cavities and all lands submerged under water), soil, water (including, without limitation, surface and underground water), organic and inorganic matter and living organisms, the interacting natural systems that include the foregoing and all other external conditions or influences under which humans, animals and plants live or are developed;
- (g) **“Excluded Right of Way Areas”** means any right of way area or corridor that is not part of the Lands but in whole or in part passes through the Lands or is adjacent to such Lands;
- (h) **“Final Agreement”** means the _____ Final Agreement among the Grantor, Canada and British Columbia;
- (i) **“Lands”** means the lands and premises which are transferred to the Grantor on or after the Effective Date in accordance with Chapter ____ of the Final Agreement, including those lands which are described in Schedule “A” and Schedule “C” attached to this Agreement;
- (j) **“Right of Way Area”** means those portions of the Lands described in Schedule “B” attached to this Agreement, as they may be modified under this Agreement; and
- (k) **“Work”** means all things and components, using any type of technology from time to time, necessary or convenient for the purposes of distributing and/or transmitting electricity, telecommunications or communications by any method or process whatsoever, including poles, towers, antennae (except for monopole free standing antennae), anchors, guy wires, brackets, cross arms, insulators, foundations, overhead and underground conductors, wires, lines, cables and transformers, underground conduits and pipes, access nodes, cabinets all ancillary appliances and fittings, reasonably required associated protective installations, and related works such as fencing for safety or security, devices and identifying colours for aircraft warning, and utility services for the operation of any of the foregoing.

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

2.0 Rights Related to Right of Way Area

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

- (a) use the Right of Way Area as follows:
 - (i) excavate for, construct, install, erect, abandon, replace, extend, upgrade, operate, maintain, remove and repair the Works on, over, under, across and through the Right of Way Area; and
 - (ii) clear the Right of Way Area and keep it cleared (including removal or pruning) of any vegetation, including without limitation trees, at any time located therein; and
- (b) use the Area of the Works as follows:
 - (i) enter, work, pass and repass upon, on, and along the Area of the Works;
 - (ii) construct, maintain, repair, replace and use trails, helicopter landing pads, roads, lanes, and bridges on the Area of the Works including in addition any portions reasonably required adjacent to the Area of the Works for the sake of continuity, with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement;
 - (iii) clear the Area of the Works and keep it cleared of all or any part of any obstruction, improvement or other matter which, in the reasonable opinion of Hydro might interfere with or endanger the Works, disrupt service to Hydro's customers, or pose a hazard to persons or property in relation to the Works; and
 - (iv) clear the Area of the Works and keep it cleared (including removal or pruning) of all or any part of any vegetation, including without limitation trees, which do or might, in the reasonable opinion of Hydro interfere with or endanger the Works, disrupt service to Hydro's customers, or pose a hazard to persons or property in relation to the Works;
- (c) to enjoy further rights as follows:

- (i) Hydro may, cut vegetation, including without limitation trees, outside the Area of the Works, if in the opinion of Hydro such vegetation and/or trees, might interfere with or endanger the Works (whether on or off the Lands) or pose a hazard to persons or property in relation to the Works. Hydro will, except in an emergency, give the Grantor written notice prior to exercising its rights under this Section;
- (ii) Hydro may install, maintain and use gates in all fences which are now, or hereafter shall be on the Right of Way Area, and in fences affecting access to the Area of the Works;
- (iii) Hydro may ground any structures, installation or things, by whomsoever owned, from time to time situated anywhere on the Right of Way Area or adjacent Lands where, in the reasonable opinion of Hydro, such grounding will eliminate or reduce hazard to persons or property in relation to the Works;
- (iv) Hydro may pass and repass over, and maintain, repair, replace and use all trails, helicopter landing pads, roads, lanes, and bridges on the Lands outside the Area of the Works with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement;
- (v) where there are no suitable trails, helicopter landing pads, roads, lanes, or bridges under Section 2.1(c)(iv), Hydro may either:
 - (a) construct, maintain, repair, replace, use, pass and repass over trails, helicopter landing pads, roads, lanes, and bridges on the Lands, (collectively referred to as “Access Improvements”); or
 - (b) pass and repass over the Lands elsewhere than on trails, helicopter landing pads, roads, lanes, and bridges, with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement, subject to approval of the route by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed, provided that in the case of an emergency or reasonably apprehended emergency Hydro does not require the prior approval of the Grantor under this subsection but will report to the Grantor the purpose and extent of the access as soon as practicable;
- (vi) to conduct vegetation management upon the Area of the Works, such as the planting of vegetation compatible with the undertakings of Hydro, and the application of pesticides on the Lands; and

- (vii) Hydro may enter onto the Lands outside the Area of the Works for the purpose of undertaking works to protect any Works located within the Lands or within the Excluded Right of Way Areas or to protect persons or property that may be at risk from such Works, provided that:
 - (a) Hydro will before commencing such works deliver to the Grantor for approval a written work plan describing the proposed work on the Lands;
 - (b) the Grantor will not unreasonably withhold, condition or delay approval of such work plan, and shall take into consideration the effect of the proposed work, the cost of the proposed work compared to the cost of alternate solutions and the extent of the risk of not undertaking the work. If Hydro and the Grantor cannot agree on a work plan requested by Hydro within 30 days of receipt by the Grantor of the proposed work plan, then either party may refer the disagreement to dispute resolution under Section 14 of this Agreement;
 - (c) Hydro will pay compensation for any damage to the Lands resulting from the work plan;
 - (d) in the case of an emergency or reasonably apprehended emergency Hydro may, without the approval of the Grantor, undertake works and take such steps on the Lands as are reasonably required to be taken immediately in order to protect the Works, or to protect persons or property that may be at risk from the Works, and in that event Hydro will as soon as reasonably possible notify the Grantor; and
 - (e) generally, do all such other acts or things as may reasonably be necessary or incidental to the business of Hydro in connection with any of the foregoing.

3.0 Right of Way Area

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

this Agreement, including the right of reasonable access over the Lands for the purpose of gaining access to such Works; and

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

4.0 Non-Exclusive Use

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

5.0 Protection of the Environment

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

6.0 Covenants of Hydro

- 6.1 Hydro covenants separately with the Grantor that:

- (a) Hydro shall pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Hydro which relate to the Works and which Hydro is liable to pay;
- (b) Hydro shall keep the portions of the Lands used by Hydro under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of the Lands by Hydro, and on written notice from the Grantor, to make safe, clean, and sanitary any portion of them that contravene the provisions of this covenant, provided that Hydro has no obligation to keep any portion of the Lands suitable for use by anyone except Hydro;
- (c) Hydro shall bury and maintain all underground works as may be required so as not to unduly interfere with the drainage of the Lands;
- (d) Hydro shall take all reasonable steps and precautions to minimize disturbance of any archaeological material discovered by Hydro on the Right of Way Area, and to immediately notify the Grantor;

- (e) Hydro shall not bury debris or rubbish of any kind on the Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds;
- (f) Hydro shall not commit or suffer any wilful or voluntary waste, spoil or destruction on the Right of Way Area, or anything that may be or become a nuisance or annoyance to the Grantor, except to the extent required by Hydro acting reasonably, to exercise its rights under this Agreement; and
- (g) Hydro shall permit the Grantor to enter upon the Right of Way Area at any time to examine its condition.

7.0 Work Plans

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

- (a) construction of any new Works;
- (b) relocation of any Works; and
- (c) construction or relocation of any Access Improvements.

In accordance with this Section, prior to undertaking any work, Hydro will deliver a copy of the work plan to the Grantor for comment by the Grantor. The Grantor will no more than fourteen (14) days after receiving the work plan, provide to Hydro in writing any comments that it may have, and Hydro will use reasonable efforts to accommodate any suggestions or requests presented by the Grantor to Hydro provided they do not result in delays, increased costs or technical difficulties.

8.0 Relocation of Works due to change

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

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

- (b) Hydro will take into account any likely material effect of the relocated Works on adjacent lands, and the Grantor will take into account the cost efficiencies of the location selected by Hydro for the relocated Works in relation to alternative locations;
- (c) the relocated Works will be covered by the terms and conditions of this Agreement; and
- (d) if Works are relocated from the Excluded Right of Way Area to the Lands Hydro will pay the Grantor the fair market value of the new Right of Way Area provided the Grantor has not caused any portion of such Excluded Right of Way Area to become unsuitable for any of the Works.

9.0 Relocation of Works at the request of the Grantor

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

- (a) the new location is, in the reasonable opinion of Hydro, suitable for use for the relocated Works considering construction, maintenance and operation, and cost factors;
- (b) the Grantor gives Hydro reasonable notice to permit proper design, planning and construction of the Works to be relocated;
- (c) the Grantor agrees to pay all reasonable costs and expenses, including costs of design, supervision and construction (before any relocation, the Grantor will pay the costs and expenses as estimated by Hydro, with appropriate adjustments based on actuals after the relocation is complete); and
- (d) the rights, liberties and rights of way under this Agreement will extend to the relocated Works and associated areas.

10.0 Removal of Works

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

- (a) quit peaceably such Right of Way Area;
- (b) remove any Access Improvements no longer required in relation to such Right of Way Area;

- (c) remove all above ground Works from such Right of Way Area within a reasonable period of time and any Works remaining on that portion of the Right of Way Area will be absolutely forfeited to and become the property of the Grantor. If the Grantor removes any remaining above ground Works within four (4) years, Hydro will, on demand by the Grantor, reimburse the Grantor for all reasonable costs of removal; and
- (d) remain liable for any environmental damage to the Lands arising from any below ground Works that remain on or in such Right of Way Area, except if the Grantor uses or authorizes the use of any of the remaining below ground Works for any purpose then Hydro will not be liable for any environmental damage caused by the Grantor's use, or authorized use; and to the extent necessary, this covenant will survive the termination of this Agreement.

11.0 Covenants of the Grantor

11.1 The Grantor covenants with Hydro that:

- (a) Hydro shall and may peaceably enjoy and hold its rights under this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any other person lawfully claiming from or under the Grantor, provided however that nothing in this Section 11.1(a) shall limit the Grantor's right of inspection pursuant to Section 6.1(h);
- (b) the Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, fill, pile of material, obstruction, equipment, thing or inflammable substance, or plant any vegetation upon the Area of the Works, if any such action or thing, in the reasonable opinion of Hydro:
 - (i) may interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;
 - (ii) may obstruct access to the Works or any part thereof by those authorized by Hydro; or
 - (iii) may by its operation, use, maintenance or existence on the Area of the Works, create or increase any hazard to persons or property in relation to the Works;
- (c) the Grantor will not diminish or increase the ground elevation in the Right of Way Area by any method, including piling any material or creating any excavation, drain, or ditch in the Right of Way Area, unless permission in writing from Hydro has first been received, which permission will not be unreasonably withheld, conditioned or delayed;

- (d) the Grantor will not carry out blasting or aerial logging operations on or adjacent to the Area of the Works without prior written permission from Hydro, which permission will not be unreasonably withheld, conditioned or delayed;
- (e) the Grantor will not use or authorize the use of the portions of the Right of Way Area for the regular, or organized parking of vehicles without the prior written permission from Hydro, which permission will not be unreasonably withheld, conditioned or delayed, provided that nothing in this subsection is intended to prevent safe temporary parking of vehicles;
- (f) the Grantor will not park, or authorize to be parked on the Right of Way Area any vehicle or equipment if the parking of such vehicle does not comply with the requirements of the Canadian Standards Association's Canadian Electrical Code, as may be amended from time to time; and
- (g) the Grantor will not use, or authorize the use of the Right of Way Area for fuelling any vehicle or equipment.

12.0 Compensation for Damages

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

- (a) compensate the Grantor for such damages, to the extent caused by Hydro; or
- (b) within a reasonable period of time, repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage.

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

13.0 Indemnity

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

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

14.0 Dispute Resolution

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

- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
- (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute;
- (c) if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this Section for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

15.0 Runs With the Land

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

16.0 Notice

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

To the Grantor: **[Name of First Nation]**
 [address, etc.]

To Hydro: Manager, Properties
 B.C. Hydro

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

Fax: (604) 623-3951

- (a) If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:
 - (i) if it was delivered personally or by courier, on the next business day;
 - (ii) if it was sent by fax, on the next business day; or
 - (iii) if it was sent by mail, on the sixth day after the notice was mailed.

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

- (b) A change of address by any party may be given to the others in accordance with this provision.

17.0 General

- 17.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.
- 17.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.
- 17.3 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.
- 17.4 Each party to this Agreement may register this Agreement in any land registry system established or used by the Grantor for lands within its jurisdiction. At the request of any party to this Agreement, both parties will cooperate in executing any documents or plans required to accomplish the registration of this Agreement and to preserve the substance and priority of this Agreement in relation to those portions of the Lands affected by this Agreement.
- 17.5 Hydro may grant licences respecting its rights under this Agreement to anyone, in whole or in part, without the prior written consent of the Grantor provided that no licence will act as a release of any of Hydro's obligations set out in this Agreement.

- 17.6 The parties acknowledge that, pursuant to agreements designated under the *Transmission Corporation Act*, British Columbia Transmission Corporation (“BCTC”) is responsible for management and maintenance of Hydro’s transmission system, and accordingly BCTC may exercise discretion conferred upon Hydro and discharge obligations assumed by Hydro under this Agreement.
- 17.7 A delegate appointed by the Grantor may provide Hydro with all commentary, authorizations and approvals required pursuant to this Agreement including without limitation, all commentary, authorizations or approvals required in relation to work plans, approval of access routes, and relocations or replacements of any Works.

18.0 Interpretation

18.1 In this Agreement:

- (a) all attached schedules form an integral part of this Agreement;
- (b) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;
- (c) a reference to “party” or “parties” in this Agreement is a reference to Grantor or Hydro, or both, as the context requires; and
- (d) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination.

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

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

Signature: _____

Name (Printed): _____

Title: _____

Grantor, by its authorized signatory:

Signature: _____

Name (Printed): _____

Title: _____

SCHEDULE “A”

(Lands transferred to the Grantor in accordance with the Final Agreement)

SCHEDULE “B”

(Surveyed Plan of Right of Way Areas)

SCHEDULE “C”

(Lands that may be added post treaty, as identified in the Final Agreement)

APPENDIX E-3

**APPLICABLE FORMS OF DOCUMENT FOR PUBLIC UTILITY TRANSMISSION
AND DISTRIBUTION WORKS LISTED IN PART 1 OF APPENDIX E-2**

DOCUMENT 2

DISTRIBUTION RIGHT OF WAY

This Agreement is made as of _____, 200__

Between:

[Name of First Nation]

[insert address]

(the “Grantor”)

And:

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

(“Hydro”)

And:

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

(“TELUS”)

WHEREAS:

- A. The Grantor, Canada and British Columbia have entered into a Final Agreement as hereinafter defined.
- B. In accordance with the Final Agreement, the Grantor wishes to provide the grants, as herein provided, to each of Hydro and TELUS with respect to the Grantor’s Lands as hereinafter defined.

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

1.0 Definitions

1.1 In this Agreement:

- (a) **“Affiliate”** has the meaning ascribed to it in the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended or replaced from time to time and, in the case of TELUS, includes an affiliate (as defined in that Act) of TELUS and any partnership or other unincorporated association in which TELUS or any affiliate (as defined in that Act) of TELUS has a controlling interest;
- (b) **“Agreement”** means this Right of Way Agreement and all schedules attached to it;
- (c) **“Area of the Works”** means those portions of the Lands located within 6 metres of either side of the center of the alignment of the Works and includes the Right of Way Area;
- (d) **“Effective Date”** means the date upon which the Final Agreement will take effect;
- (e) **“Environment”** means all the components of the earth including, without limitation, all layers of the atmosphere, air, land (including, without limitation, all underground spaces and cavities and all lands submerged under water), soil, water (including, without limitation, surface and underground water), organic and inorganic matter and living organisms, the interacting natural systems that include the foregoing and all other external conditions or influences under which humans, animals and plants live or are developed;
- (f) **“Excluded Right of Way Area”** means any right of way area or corridor that is not part of the Lands but in whole or in part passes through the Lands or is adjacent to such Lands;
- (g) **“Final Agreement”** means the _____ Final Agreement among the Grantor, Canada and British Columbia;
- (h) **“Lands”** means the lands and premises which are transferred to the Grantor on and after the Effective Date in accordance with Chapter X of the Final Agreement, including those lands which are described in Schedule “A” and Schedule “C” attached to this Agreement;
- (i) **“Right of Way Area”** means those portions of the Lands more particularly described in Section 3 of this Agreement, as may be modified under this Agreement; and

(j) **“Works”** means:

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

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

2.0 Grant of Right of Way

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

(a) use the Right of Way Area as follows:

- (i) excavate for, construct, install, erect, abandon, replace, extend, upgrade, operate, maintain, remove and repair the Works on, over, in, under, across and through the Right of Way Area; and
- (ii) clear the Right of Way Area and keep it cleared (including pruning or removal) of any trees or growth at any time located therein;

- (b) use the Area of the Works as follows:
 - (i) enter, work, pass and repass upon, on, and along the Area of the Works;
 - (ii) construct, maintain, repair, replace and use trails, helicopter landing pads, roads, lanes, and bridges on the Area of the Works including, in addition, any portions reasonably required adjacent to the Area of the Works for the sake of continuity, with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro or TELUS in relation to this Agreement;
 - (iii) clear the Area of the Works and keep it cleared of all or any part of any obstruction, improvement or other matter which, in the reasonable opinion of Hydro or TELUS, does or might interfere with or endanger the Works, disrupt service to Hydro's or TELUS's customers, or pose a hazard to persons or property in relation to the Works; and
 - (iv) clear the Area of the Works and keep it cleared (including pruning or removal) of all or any part of any trees or growth which do or might, in the opinion of Hydro or TELUS, interfere with or endanger the Works, disrupt service to Hydro's or TELUS's customers, or pose a hazard to persons or property in relation to the Works;
- (c) to enjoy further rights as follows:
 - (i) Hydro and TELUS may cut trees or growth outside the Area of the Works, if in the opinion of Hydro or TELUS such trees or growth might interfere with or endanger the Works (whether on or off the Lands) or pose a hazard to persons or property in relation to the Works. Hydro and TELUS, as the case may be, will, except in an emergency, give the Grantor written notice prior to exercising their rights under this Section;
 - (ii) Hydro and TELUS may pass and repass over, and maintain, repair replace and use, all trails, roads, lanes, helicopter landing pads, and bridges on the Lands outside of the Area of the Works with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro or TELUS in relation to this Agreement;
 - (iii) if there are no suitable trails, roads, lanes, helicopter landing pads, or bridges under s. 2.1(c) (ii), Hydro and TELUS may either:
 - (a) construct, maintain, repair, replace and pass and repass over trails, helicopter landing pads, roads, lanes or bridges on the Lands; or

- (b) pass and repass over the Lands elsewhere than on trails, helicopter landing pads, roads, lanes and bridges, with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro or TELUS in relation to this Agreement, subject to approval of the route by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Hydro and TELUS do not require such approval if there is an emergency or a reasonably apprehended emergency or for the determination of electricity consumption, but will report to the Grantor the purpose and extent of the access as soon as practicable;
- (iv) to conduct vegetation management upon the Area of the Works, such as the planting of vegetation compatible with the undertakings of Hydro or TELUS, and the application of herbicides and pesticides, provided that Hydro and TELUS will not conduct any aerial application of herbicides or pesticides on the Lands;
- (v) to install, maintain and use gates in all fences which are now or hereafter shall be on the Right of Way Area and in fences affecting access to the Area of the Works;
- (vi) to ground any structures, installation or things, by whomsoever owned, from time to time situated anywhere on the Right of Way Area or adjacent Lands where, in the reasonable opinion of Hydro and TELUS, such grounding will eliminate or reduce hazards to persons or property in relation to the Works;
- (vii) Hydro and TELUS may enter onto the Lands outside the Area of the Works for the purpose of undertaking works to protect any Works located within the Lands or within an Excluded Right of Way Area or to protect persons or property that may be at risk from such Works, provided that:
 - (a) Hydro or TELUS will before commencing such works deliver to the Grantor for approval a written work plan describing the proposed work on the Lands;
 - (b) the Grantor will not unreasonably withhold, condition or delay approval of such work plan, and shall take into consideration the effect of the proposed work, the cost of the proposed work compared to the cost of alternate solutions and the extent of the risk of not undertaking the work. If Hydro or TELUS, as the case may be, and the Grantor cannot agree on a work plan requested by Hydro or TELUS within 30 days of receipt by the Grantor of the proposed work plan, then either party may refer the disagreement to dispute resolution under Section 18 of this Agreement;

- (c) Hydro or TELUS, as the case may be, will pay compensation for any damage to the Lands resulting from the work plan;
- (d) in an emergency Hydro and TELUS may, without approval of the Grantor, undertake works and take such steps on the Lands as are reasonably required to be taken immediately in order to protect the Works, or to protect persons or property that may be at risk from the Works, and in that event Hydro or TELUS will as soon as reasonably possible notify the Grantor; and
- (e) generally, do all such other acts or things as may reasonably be necessary or incidental to the business of Hydro or TELUS in connection with any of the above.

3.0 Right of Way Area

3.1 The Right of Way Area consists of:

- (a) all portions of the Lands reasonably required for the following:
 - (i) those Works existing at the date of this Agreement;
 - (ii) any additional Works constructed adjacent to, along the sides of or across any roads, lanes or bridges from time to time existing on or through the Lands;
 - (iii) any additional Works that provide service to any lands adjacent to any roads, lanes, or bridges from time to time existing on or through the Lands;
 - (iv) any additional Works that provide service to any lands or customers where the landowners of any intervening parcels consent to the installation of any such Works; and
- (b) any such other portions of the Lands as may from time to time be consented to in writing by the Grantor, or by any delegate appointed by the Grantor.

3.2 The parties agree that the sketch plan attached to this Agreement as Schedule "B" reasonably represents the approximate location of the Works existing as of the date of this Agreement.

3.3 Nothing in this Section 3 is intended to affect the rights of Hydro or TELUS to make arrangements directly with a person in legal possession of any lands for the construction of the Works.

4.0 Non-Exclusive Use

- 4.1 Notwithstanding anything else in this Agreement, Hydro and TELUS acknowledge and agree that:
- (a) this Agreement does not grant a fee in the Lands, but rather grants a non-exclusive use over the Area of the Works; and
 - (b) subject to the rights granted to Hydro and TELUS in this Agreement, the Grantor may grant other interests on the Area of the Works.

5.0 Protection of the Environment

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

6.0 Covenants of Hydro and TELUS

- 6.1 Hydro and TELUS each covenant separately with the Grantor to:
- (a) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Hydro or TELUS, as the case may be, which relate to the Right of Way Area and which Hydro or TELUS is liable to pay;
 - (b) keep the portions of the Lands used by Hydro or TELUS under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation by Hydro or TELUS of such Lands, as the case may be, provided that Hydro and TELUS have no obligation to keep any roads within the Area of the Works suitable for use by anyone except Hydro and TELUS;
 - (c) bury and maintain all underground works as may be required so as not to unduly interfere with the drainage of the Lands;
 - (d) take all reasonable steps and precautions to minimize disturbance of any archaeological material discovered by Hydro or TELUS on the Right of Way Area, and to immediately notify the Grantor;
 - (e) not bury debris or rubbish of any kind on the Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds; and
 - (f) not commit or suffer any willful or voluntary waste, spoil or destruction on the Right of Way Area, or anything that may be or become a nuisance to the Grantor,

except to the extent required by Hydro or TELUS, acting reasonably, to exercise the rights granted under this Agreement.

7.0 New Works Constructed by Hydro or TELUS

- 7.1 Hydro or TELUS, as the case may be, will, at the request of the Grantor, provide to the Grantor a sketch plan showing with reasonable accuracy the location of any new Works constructed on the Lands which are not extensions or additions to existing Works.

8.0 Relocation of Hydro and TELUS Works Due to Change

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

- (a) Hydro or TELUS, as the case may be, will, before undertaking any work, deliver a sketch plan to the Grantor indicating the contemplated relocation of the Works for approval by the Grantor, which approval will not be unreasonably withheld, delayed or made subject to any unreasonable conditions;
- (b) Hydro or TELUS, as the case may be, will take into account any likely material effect of the relocated Works on adjacent lands, and the Grantor will take into account the cost efficiencies of the location selected by Hydro or TELUS for the relocated Works in relation to alternative locations; and
- (c) the terms and conditions of this Agreement will cover the relocated Works.

9.0 Relocation of Hydro Works at the Request of the Grantor

- 9.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, Hydro will relocate any Works in the Right of Way Area to a new location on the Lands, provided that:
- (a) the new location is, in the reasonable opinion of Hydro, suitable for use for the relocated Works considering construction, maintenance and operation, and cost factors;
 - (b) the Grantor gives Hydro reasonable notice to permit proper design, planning and construction of the Works to be relocated;
 - (c) before any relocation, the Grantor has paid the reasonable costs and expenses of the relocation, including costs of design, supervision and construction as

estimated by Hydro, with appropriate adjustments based on actuals after the relocation is complete; and

- (d) the terms and conditions of this Agreement will cover the relocated Works.

10.0 Relocation of TELUS Works at the Request of the Grantor

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

- (a) The new location is, in the reasonable opinion of TELUS, suitable for use for the relocated Works considering construction, maintenance and operation, and cost factors;
- (b) The Grantor gives TELUS reasonable notice to permit proper design, planning and construction of the Works to be relocated;
- (c) Before any relocation, the Grantor has paid the reasonable costs and expenses of the relocation as estimated by TELUS, including costs of design, supervision and construction with appropriate adjustments based on actuals after the relocation is complete; and
- (d) The terms and conditions of this Agreement will cover the relocated TELUS Works.

11.0 Fencing

11.1 With the exception of transformer stations and equipment shelters, Hydro and TELUS will not fence the Area of the Works without the prior consent of the Grantor.

12.0 Inspections

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

13.0 Restoration

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

13.2 This Section will survive the expiration of the Agreement.

14.0 Removal of Works

14.1 If certain Works are no longer required by Hydro and TELUS under this Agreement:

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

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

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

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

15.0 Covenants of the Grantor

15.1 The Grantor covenants with Hydro and TELUS that:

- (a) Hydro and TELUS shall and may peaceably enjoy and hold the rights granted in this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any other person lawfully claiming from or under the Grantor, provided however that nothing in this Section 15.1 shall limit the Grantor's right of inspection pursuant to Section 12.1;
- (b) The Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, fill, obstruction, equipment, thing or inflammable substance, or plant any growth upon

the Area of the Works, if any such action or thing, in the reasonable opinion of Hydro or TELUS:

- (i) may interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;
 - (ii) may obstruct access to the Works or any part thereof by those authorized by Hydro or TELUS; or
 - (iii) may by its operation, use, maintenance or existence on the Area of the Works create or increase any hazard to persons or property in relation to the Works;
- (c) The Grantor will not carry out blasting or aerial logging operations on or adjacent to the Area of the Works without prior written permission from Hydro and TELUS, which permission will not be unreasonably withheld, conditioned or delayed; and
- (d) The Grantor will not diminish or increase the ground elevation in the Area of the Works by any method, including piling any material or creating any excavation, drain, or ditch in the Area of the Works, unless permission in writing from Hydro and TELUS has first been received, which permission will not be unreasonably withheld, conditioned or delayed.

16.0 Compensation for Damages

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

- (a) compensate the Grantor for such damages, to the extent caused by Hydro or TELUS; or
- (b) within a reasonable period of time, repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage.

16.2 Compensation paid to the Grantor for merchantable timber pursuant to Section 16.1 will be in accordance with generally accepted principles of timber valuation and the parties agree that on payment, title to any timber cut on the Lands under this Agreement will vest in Hydro or TELUS, as the case may be.

17.0 Indemnity

- 17.1 Hydro will save harmless and indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:
- (a) any breach, violation or non-performance by Hydro of any of Hydro's covenants, conditions or obligations under this Agreement; and
 - (b) any act or omission on the part of Hydro in respect of or in relation to its Works including the construction, maintenance, operation or decommissioning of its Works, but only to the extent any such matter is found to be the responsibility of Hydro and was not contributed to by the negligence, breach, violation or non-performance of the Grantor, and not for any matters based on nuisance or the rule in *Rylands v. Fletcher* unless Hydro was negligent.
- 17.2 TELUS will save harmless and indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:
- (a) any breach, violation or non-performance by TELUS of any of TELUS' covenants, conditions or obligations under this Agreement; or
 - (b) any act or omission on the part of TELUS in respect of or in relation to its Works including the construction, maintenance, operation or decommissioning of its Works, but only to the extent any such matter is found to be the responsibility of TELUS and was not contributed to by the negligence, breach, violation or non-performance of the Grantor.

18.0 Dispute Resolution

- 18.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:
- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
 - (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute;
 - (c) if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except

that it is not incompatible with this Section for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief; and

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

19.0 Runs With the Land

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

20.0 Assignment

- 20.1 This Agreement:

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

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

21.0 Notice

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

To the Grantor: **[Name of First Nation]**
 [address, etc.]

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

Fax: (604) 623-3951

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

Fax: (604) 599-0396

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

- (a) if it was delivered personally or by courier, on the next business day;
- (b) if it was sent by fax, on the next business day; or
- (c) if it was sent by mail, on the sixth day after the notice was mailed.

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

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

22.0 General

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

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

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

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

22.5 Hydro or TELUS may grant licences respecting their rights under this Agreement to anyone, in whole or in part, without the prior written consent of the Grantor provided that

no licence will act as a release of any of Hydro's or TELUS's obligations set out in this Agreement.

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

23.0 Interpretation

23.1 In this Agreement:

- (a) all attached schedules form an integral part of this Agreement;
- (b) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;
- (c) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination.

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

British Columbia Hydro and Power

Authority by its authorized signatory:

Signature: _____

Name (Printed): _____

Title: _____

TELUS Communications Inc. by its
authorized signatory:

Signature: _____

Name (Printed): _____

Title: _____

Grantor, by its authorized signatory:

Signature: _____

Name: _____

Title: _____

SCHEDULE “A”

[Lands transferred to the Grantor in accordance with the Final Agreement]

SCHEDULE “B”

(Sketch Plan of Works, pursuant to Section. 3.2 of the Agreement)

SCHEDULE “C”

(Lands that may be added post treaty, as identified in the Final Agreement)

APPENDIX E-3
APPLICABLE FORMS OF DOCUMENT FOR PUBLIC UTILITY TRANSMISSION
AND DISTRIBUTION WORKS LISTED IN PART 1 OF APPENDIX E-2

DOCUMENT 3

RIGHT-OF-WAY

THIS AGREEMENT is made as of the ____ day of _____, 200●.

BETWEEN:

LHEIDLI T'ENNEH FIRST NATION, as represented by the
Lheidli T'enneh Government

("Lheidli T'enneh")

AND:

WESTCOAST ENERGY INC., doing business as DUKE
ENERGY GAS TRANSMISSION

("Westcoast")

WHEREAS:

- A. Lheidli T'enneh, Canada and British Columbia have entered into the Final Agreement;
- B. Pursuant to the OIC, Westcoast holds certain interests and rights in and to the Lands and has installed and operated the Pipelines and Facilities therein and thereon pursuant to such interests and rights;
- C. The Final Agreement affects the rights and interests of Westcoast referred to in recital B without compensation to Westcoast and requires Lheidli T'enneh to issue a replacement tenure to replace Westcoast's interests and rights in and to the Lands;
- D. The Final Agreement provides Lheidli T'enneh the Opportunity to purchase certain provincial Crown lands over which Westcoast holds its Opportunity Lands Right of Way and provides that, on the exercise of the Opportunity, the Opportunity Lands Right of Way will terminate without compensation to Westcoast and Lheidli T'enneh will issue the replacement tenure set out herein to Westcoast to replace the Opportunity Lands Right of Way;
- E. In accordance with the Final Agreement, Lheidli T'enneh wishes to confirm its obligation, if Lheidli T'enneh exercises the Opportunity, to provide the replacement

tenure set out herein to Westcoast with respect to the Opportunity Lands and the Opportunity Lands Right of Way;

- F. The Lheidli T'enneh Government warrants that it has authorized its representatives to execute this Agreement on behalf of Lheidli T'enneh;
- G. By ratification vote of the Final Agreement, Lheidli T'enneh has approved and consented to the grants set out herein provided to Westcoast and the grant to be provided to Westcoast under Section 5 hereof;
- H. The Final Agreement provides that all schedules and appendices thereto form part of the Final Agreement, and therefore the form of this Agreement forms part of the Final Agreement; and
- I. Lheidli T'enneh acknowledges the public interest in the continued and continuous operation of the Pipelines and Facilities.

NOW THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

Definitions

- 1. In this Agreement:
 - (a) **“Agreement”** means this document, including its recitals, and Schedules A to C attached hereto;
 - (b) **“British Columbia”** means Her Majesty The Queen in right of British Columbia;
 - (c) **“Canada”** means Her Majesty The Queen in right of Canada;
 - (d) **“Effective Date”** means the date upon which the Final Agreement takes effect;
 - (e) **“Final Agreement”** means the Lheidli T'enneh Final Agreement between Lheidli T'enneh, Canada and British Columbia to which this form of Agreement is appended and which incorporates this Agreement;
 - (f) **“Lands”** means the portion of those lands, formerly known as Lheidli T'enneh Indian Reserve No. 2 (Fort George – Shelley), in respect of which Westcoast holds the OIC, as shown cross-hatched and outlined in heavy black on the plan of survey attached hereto as 0;
 - (g) **“Lheidli T'enneh”** means the Lheidli T'enneh First Nation, as represented by the Lheidli T'enneh Government;
 - (h) **“Lheidli T'enneh Government”** has the same meaning as in the Final Agreement;

- (i) **“Lheidli T’enneh Lands”** has the same meaning as in the Final Agreement, and for greater certainty includes the Lands;
- (j) **“OIC”** means the right of way indenture dated March 1, 1956 and authorized by the October 12, 1955 Order in Council P.C. 1955 – 1535 and includes the grant of easement by Canada to Westcoast Transmission Company Limited (as predecessor to Westcoast) dated January 18, 1963 (Reference No. 170672 and authorized by the September 27, 1962 Order in Council P.C. 1962 - 1340), for the laying down, construction, operation and maintenance of Pipelines and Facilities on, over, under and/or through the Lands, and pursuant to which Westcoast has constructed, and has continued to operate and maintain, such Pipelines and Facilities;
- (k) **“Opportunity”** means the opportunity of the Lheidli T’enneh as set out in paragraphs 157 to 162 of the Lands Chapter of the Final Agreement to purchase certain provincial Crown lands in respect of which Westcoast holds its Opportunity Lands Right of Way;
- (l) **“Opportunity Lands Right of Way”** means that right of way held by Westcoast over certain provincial Crown lands as further described in 0;
- (m) **“Party”** means any one of Lheidli T’enneh and Westcoast and **“Parties”** means both of them;
- (n) **“Pipelines and Facilities”** means the existing pipelines and associated works of Westcoast located on the Lands together with all replacements, expansions and extensions thereof and any further pipelines to be placed on the Lands for the carriage, conveyance, transmission and transportation of natural and artificial gas, including but not limited to “Natural Gas” as defined in the Definitions Chapter of the Final Agreement, other gaseous or liquid hydrocarbons and any products, by-products or mixtures thereof, and includes all the facilities and works of Westcoast useful or convenient in connection with, or incidental to, or ancillary to its undertaking, including but without limiting the generality of the foregoing, all such drips, valves, fittings, meters and other equipment and appurtenances whether below or above ground, and security measures including fencing, whether or not similar to the foregoing, as may be useful or convenient in connection therewith or incidental or ancillary thereto; and
- (o) **“Right of Way”** means the right, licence, liberty, privilege, easement and right of way granted to Westcoast in this Agreement.

Terms Defined in Final Agreement and this Agreement

2. Each capitalized term used herein will have the definition ascribed to it as set out in Section 1. Each capitalized term used in this Agreement, but not otherwise defined in this Agreement, will have the meaning ascribed to it in the Final Agreement.

Interpretation

3. The Parties confirm that the interpretation of this Agreement and the Final Agreement, to the extent applicable to this Agreement, will be consistent with the understanding of the Chief Negotiator's for Lheidli T'enneh, Canada and British Columbia as set out in Schedule C.

Purpose

4. This Agreement sets out the understanding of the Parties with respect to the termination of Westcoast's interests and rights in and to the Lands as they are set out in the OIC and, in the event the Opportunity is exercised by Lheidli T'enneh, the termination of Westcoast's interests and rights in and to the Opportunity Lands as they are set out in the Opportunity Lands Right of Way and their replacement with the interests and rights granted by Lheidli T'enneh to Westcoast pursuant to this Agreement and in the event the Opportunity is exercised by Lheidli T'enneh, a further grant by Lheidli T'enneh pursuant to Section 5 hereof, all of which is in furtherance of the Final Agreement. For greater certainty, the intent of this Agreement is to provide Westcoast with interests and rights in and to the Lands of a nature not less than those held by Westcoast under the OIC, and, in the event the Opportunity is exercised, in the Opportunity Lands of a nature not less than those held by Westcoast under the Opportunity Lands Right of Way.

Opportunity Exercise

5. The Parties agree that if Lheidli T'enneh exercises the Opportunity, and such exercise will result in a termination of the Opportunity Lands Right of Way at any time thereafter, Lheidli T'enneh will grant to Westcoast, concurrently with the acquisition by Lheidli T'enneh of the Opportunity Lands to be acquired pursuant to the Opportunity, a replacement tenure for Westcoast's current interests and rights in and to the Opportunity Lands, such replacement tenure to be granted not subject to any encumbrances that adversely affect, or may adversely affect, the Opportunity Lands Right of Way, will be executed by way of written agreement, signed by the Parties in a form that is the same as this Agreement (excluding this section and other references to the Opportunity in the recitals and other provisions hereof) and wherein the definition of, and references to, "Lands" will be replaced with the "Opportunity Lands" and definition of, and references to, "OIC" will be replaced with "Opportunity Lands Right of Way" and wherein the Effective Date will be the date of transfer from the Province to Lheidli T'enneh under the Opportunity. Lheidli T'enneh covenants with Westcoast that the ratification referred to in recital G extends to and authorizes the grant herein required of a replacement tenure to Westcoast for the Opportunity Lands Right of Way.

Right of Way

6. Lheidli T'enneh hereby grants, conveys and transfers, as and from the Effective Date and according to the terms and conditions set out in this Agreement, to Westcoast the full, free and uninterrupted right, license, liberty, privilege, easement and right of way to use the Lands to lay down, construct, operate, maintain, inspect, test, patrol (including aerial

patrol), alter, remove, replace, upgrade, reconstruct and repair all or any portion of the Pipelines and Facilities on, over, under, across and through the Lands and to pass and repass over the Lands, with or without vehicles, materials and equipment, as necessary in connection with the exercise of Westcoast's rights under this Agreement, to the intent that Westcoast shall be entitled to peaceably hold and enjoy the Right of Way and its related rights, licences, liberties, privileges, easements and rights of way granted by this Agreement without hindrance or interruption on the part of Lheidli T'enneh or of any person claiming by, through, under or in trust for Lheidli T'enneh.

No Conflicting Tenures or Rights, or Prior Encumbrances

7. Lheidli T'enneh shall not issue, grant or otherwise agree to the issuance or granting of any tenure or right of any kind in the Lands, including but not limited to the issuance or granting of any further easements or rights of way or any leases, licences, or mortgages or other financial encumbrances which does not expressly recognize the rights of Westcoast hereunder, unless any such issuance or grant has first been approved in writing by Westcoast, and Lheidli T'enneh covenants the Lheidli T'enneh has not granted and will not grant, or suffer to exist, any charge on the Lands ranking prior to, or equally with, this Agreement.

No Termination

8. If Westcoast fails to pay any amount which it is obligated to pay to Lheidli T'enneh under the terms of this Agreement or to perform any other terms hereof, Lheidli T'enneh's sole remedy in connection with such failure or act or omission shall be to recover from Westcoast such amount payable hereunder and any interest payable thereon or to compel performance of such terms by a legal action in the courts of British Columbia and in no event shall Lheidli T'enneh be entitled to terminate, suspend or interrupt any or all of Westcoast's rights under this Agreement or the continued operation of the Pipelines or Facilities except as authorized by a then current and effective order of such courts.

No Interference

9. Lheidli T'enneh will in no event, for whatever reason, under any authority, be entitled to interfere with, hinder or interrupt the continued operation of the Pipelines and Facilities or interfere with the Lands, or interrupt Westcoast in its enjoyment of any of the rights, licences, liberties, privileges, easements or rights of way granted to Westcoast by Lheidli T'enneh under this Agreement and Lheidli T'enneh further agrees that any such interference, hindrance or interruption by it cannot be adequately compensated solely by an award of damages to Westcoast and that an injunction to prevent such action by Lheidli T'enneh shall be the appropriate remedy (in addition to any award of damages.)

No Conflicting Uses

10. Lheidli T'enneh covenants and agrees that it will not excavate, blast, drill, install, bury, store or erect, or permit to be excavated, blasted, drilled, installed, buried, stored or erected, on or under the Lands any building, road, foundation, pipe, drain, culvert, road,

ditch, concrete, pavement, well, swimming pool, pond, sewage lagoon, pit, materials obstruction, equipment or any other structure, thing or installation whatsoever, or do, or permit to be done, any act or thing which would or could interfere with or injure the Pipelines and Facilities or any part thereof, or impair the efficiency thereof, or which would or could obstruct access by Westcoast to the Pipelines and Facilities or Lands unless Lheidli T'enneh has first received the prior written consent of Westcoast to any such activity. Lheidli T'enneh shall have the right to use and enjoy the Lands in any way which is not prohibited by the terms and conditions of this Agreement.

Vegetation

11. Lheidli T'enneh agrees that, as one of the rights granted to Westcoast under this Agreement, Westcoast will have the full, free and uninterrupted right to trim, fell, remove or otherwise control any unacceptable vegetation on the Lands that, in the sole view of Westcoast, is or might become a hazard to the Pipelines and Facilities or interferes or might interfere with the exercise of the rights and privileges granted to Westcoast pursuant to this Agreement. Without limiting the generality of the foregoing, Westcoast may carry out integrated vegetation management practices, including the planting of vegetation compatible with the rights of Westcoast under this Agreement.

Compensation for Damage

12. Westcoast will compensate Lheidli T'enneh or any person residing on or licenced to occupy Lheidli T'enneh Lands for all direct damages, including direct damage done to any buildings, crops, pasture, fences, drains, timber, livestock, or other improvements on the Lheidli T'enneh Lands other than the Lands, to the extent that such damages have been incurred as a result of the exercise by Westcoast of the rights granted to it under this Agreement.

Property of Westcoast

13. The Parties agree that the Pipelines and Facilities shall remain the property of Westcoast notwithstanding that the Pipelines and Facilities may be annexed or affixed to the freehold of the Lands and Westcoast shall at any time and from time to time be entitled to remove the Pipelines and Facilities in whole or in part from the Lands.

Final Agreement Paragraph 55 Statutory Right of Way

14. Pursuant to paragraph 55 of the Lands Chapter of the Final Agreement, this Agreement is binding and enforceable as if it were granted pursuant to Section 218 of the *Land Title Act*, R.S.B.C. 1996, c.250, as may be amended, and the Parties acknowledge that Westcoast is a corporation authorized to transport oil or gas as contemplated by Section 218 and the rights hereby granted are granted for a purpose necessary for the operation and maintenance of the undertaking of Westcoast.

Access to Lheidli T'enneh Lands

15. As contemplated by paragraphs 15 to 17 of the Access Chapter and paragraphs 3 to 5 of the Roads and Right of Way Chapter of the Final Agreement, Lheidli T'enneh agrees that Westcoast shall, at no additional charge or fee whatsoever, have and is hereby given the right to use, enter, access, cross and stay temporarily on the Lheidli T'enneh Lands, including rights of ingress to the Lands through the remainder of the Lheidli T'enneh Lands and of egress from the Lands through the remainder of the Lheidli T'enneh Lands and the right to use portions of the remainder of the Lheidli T'enneh Lands for temporary work space, all as may reasonably be required by Westcoast, its employees, agents, contractors or representatives with or without vehicles, materials and equipment, for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights and privileges granted to Westcoast in this Agreement including the following rights:
- (a) to pass and repass over, maintain, repair, replace and use, all trails, roads, lanes, helicopter landing pads and bridges on the Lheidli T'enneh Lands, with or without vehicles, materials and equipment, to such extent as may be reasonably required by Westcoast in connection with the rights granted to it in this Agreement;
 - (b) if there are no suitable trails, roads, lanes, helicopter landing pads or bridges on the Lheidli T'enneh Lands, to either:
 - (i) construct suitable trails, roads, lanes, helicopter landing pads or bridges on the Lheidli T'enneh Lands and to maintain, repair, replace and pass and repass over the same; or
 - (ii) pass and repass over the Lheidli T'enneh Lands by routes elsewhere than on trails, roads, lanes, helicopter landing pads and bridges, with or without vehicles, materials and equipment, to such extent as may reasonably be required by Westcoast in connection with the rights granted to it in this Agreement, provided that Westcoast has first received the approval of Lheidli T'enneh to the location of any new trails, roads, lanes, helicopter landing pads or bridges to be constructed by Westcoast or to the use of any alternative routes, such approval not to be unreasonably withheld, conditioned or delayed, however, in the case of an emergency or a reasonably apprehended emergency, no approval will be required;
 - (c) to restore natural drainage channels whether blocked by animals or humans which blockages of such natural drainage channels threaten to flood, erode or otherwise damage the Pipelines and Facilities; and
 - (d) to cross and stay temporarily on Lheidli T'enneh Lands including Lheidli T'enneh Roads at no cost for the purpose of undertaking works including:
 - (i) constructing drainage works;

- (ii) maintaining slope stability;
- (iii) removing dangerous trees or other hazards;
- (iv) carrying out normal repairs; or
- (v) carrying out emergency repairs,

where it is necessary for constructing, operating, maintaining, repairing, replacing, removing or protecting the interests of Westcoast hereunder.

Right of Way Runs with the Lands

16. The Right of Way and all other provisions hereof related thereto is and shall be of the same force and effect to all intents and purposes as a covenant running with and binding the Lands.

Taxation

17. Lheidli T'enneh agrees that if it levies any taxes, levies or fees, including but not limited to licence fees or other fees as set out in paragraph 116 of the Governance Chapter of the Final Agreement, in respect of Westcoast, the Right of Way or use thereof, or the Pipelines and Facilities, such taxes, levies or fees will be consistent with, and not greater than, those of adjacent public taxing authorities for interests equivalent or similar to the Right of Way and the Pipelines and Facilities and with any taxes, levies or fees levied in respect of the remainder of the Lheidli T'enneh Lands; and such taxes, levies and fees will be based on the valuation established by British Columbia Assessment Authority for gas transmission pipelines of the diameter of the pipeline comprising part of the Pipelines and Facilities and traversing the distance traversed by the Pipelines and Facilities and the assessment rate applied to such valuation by such adjacent public taxing authorities.

Term

18. The term of this Agreement shall be for so long as the Agreement or the Right of Way is required by Westcoast or its successors or assigns for the purpose of the carriage, conveyance, transmission and transportation of natural and artificial gas, including but not limited to "Natural Gas" as defined in the Definitions of the Final Agreement, other gaseous or liquid hydrocarbons and any products, by-products or mixtures thereof. The term of this Agreement shall be deemed to have commenced immediately upon the Effective Date.

Termination

19. Westcoast may, at any time and for any reason whatsoever, at its election and on notice in writing to Lheidli T'enneh, terminate this Agreement and this Agreement thereafter shall be of no further effect and Westcoast shall stand relieved of all obligations with respect to the payment of compensation and/or damages other than accrued to the date of termination; always provided, however, that upon any such termination, Westcoast, if this

Agreement has been registered, shall forthwith at its expense provide a discharge thereof (provided that, if Lheidli T'enneh is also required to execute any document in order for this Agreement to be discharged, it shall forthwith execute such document on request).

Effect of Termination

20. Upon the termination of this Agreement, Westcoast may, in its sole discretion, either abandon or remove the Pipelines and Facilities. In either event, Westcoast will restore the surface of the Lands to the same condition, so far as may be practicable so to do, as the Lands were in prior to the entry thereon and the use thereof by Westcoast.

Minerals

21. Nothing herein contained shall be deemed to vest in Westcoast any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the Lands, provided however that Westcoast may dig, carry away or use only the parts thereof that are reasonably necessary in the laying down, construction, operation, repair, maintenance and inspection of the Pipelines and Facilities.

National Energy Board Act and Other Federal Legislation

22. Lheidli T'enneh acknowledges and agrees that the Pipelines and Facilities and the Right of Way are federal works and undertakings, and that the *National Energy Board Act*, R.S.C. 1985, c. N-7 and its regulations, as it may be amended or replaced from time to time and other federal legislation governing, related to or applicable to pipelines or the Pipelines and Facilities, applies to Lheidli T'enneh, Westcoast and the actions of Lheidli T'enneh and Westcoast in respect of the Lands, Right of Way and Pipelines and Facilities and this Agreement, except to the extent that the Final Agreement modifies the application of the *National Energy Board Act*, R.S.C. 1985, c. N-7 and other federal legislation in relation to an expropriation of Lheidli T'enneh Lands and that no law, regulation, rule or policy of Lheidli T'enneh, howsoever implemented or enacted, will in any way apply to Westcoast in respect of the Lands, Right of Way or Pipelines and Facilities or this Agreement to the extent that such law, regulation, rule or policy of Lheidli T'enneh:
 - (a) conflicts with or is inconsistent with the terms of this Agreement or the *National Energy Board Act*, R.S.C. 1985, c. N-7 and its regulations, as it may be amended or replaced from time to time and other federal legislation governing, related to or applicable to pipelines or the Pipelines and Facilities;
 - (b) impairs the ability of Westcoast to use and occupy the Lands or operate the Pipelines and Facilities in accordance with rights and privileges granted to Westcoast under this Agreement or the *National Energy Board Act*, R.S.C. 1985, c. N-7 and its regulations as it may be amended or replaced from time to time and other federal legislation governing, related to or applicable to pipelines or the Pipelines and Facilities; or

- (c) specifies a more stringent standard relating to the location, design, operation or maintenance of the Pipelines and Facilities than the standard set out in any federal or provincial legislation which is applicable to the Pipelines and Facilities or which could be applicable but for the Final Agreement or Lheidli T'enneh Law.

Lheidli T'enneh Indemnifications

- 23. Lheidli T'enneh covenants and agrees to indemnify and save harmless Westcoast from any and all liabilities, liens, demands, damages, costs, claims, suits, actions or other proceedings arising from the use of the Lands or damage to the Pipelines and Facilities by Lheidli T'enneh or those for whom Lheidli T'enneh is at law responsible.

Westcoast Indemnification

- 24. Westcoast covenants and agrees to indemnify and save harmless Lheidli T'enneh from any and all liabilities, liens, demands, damages, costs, claims, suits, actions or other proceedings against Lheidli T'enneh arising by reason of the exercise of the rights hereby granted to Westcoast.

Registration of this Agreement

- 25. Pursuant to paragraph 5 of the Land Title Chapter of the Final Agreement, the Lheidli T'enneh shall not make an application for registration of indefeasible title (under the provisions of the Final Agreement related to land title) with respect to the Lands unless such application also includes an application to register the interest of Westcoast hereunder and unless the Registrar registers such interest of Westcoast. Either Party to this Agreement may register this Agreement in any land registry or land title office or other registration system established or used in respect of the Lands hereafter. At the request of either Party, each Party will co-operate in executing any documents or plans required to effect such registration and to preserve the substance and priority of this Agreement in relation to the Lands.

Notices

- 26. All notices to be given hereunder may be given by registered letter addressed to:
 - (a) to Lheidli T'enneh at 1041 Whenun Road, Prince George, British Columbia, V2K 5X8 (Attention: General Manager); and
 - (b) to Westcoast at 1100 – 1055 West Georgia Street, Vancouver, British Columbia, V6E 3R5 (Attention: General Counsel);

or such other address as Lheidli T'enneh or Westcoast may respectively from time to time designate in writing, and any such notice shall be deemed to have been given to and received by the addressee three (3) days after the mailing thereof, postage prepaid and registered.

Gender/Plurality

27. Wherever the singular or masculine is used in this Agreement it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used, where the context or the Party or Parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

Amendment

28. This Agreement may only be amended in writing by the Parties. Lheidli T'enneh may not unilaterally revoke, terminate, modify or amend this Agreement in any way, whether under any provision of Lheidli T'enneh Law or otherwise.

Waiver

29. No waiver on behalf of any Party to this Agreement of any breach shall be effective or be binding unless expressed in writing and executed by Lheidli T'enneh or Westcoast, as the case may be, and any such waiver so expressed shall not be deemed to be a general waiver, or limit or affect the rights of Lheidli T'enneh or Westcoast with respect to any other breach.

Time of Essence

30. Time shall be of the essence of this Agreement.

Entire Agreement

31. This Agreement sets forth the entire agreement and understandings between the Parties hereto. Where there is any inconsistency or conflict between this Agreement and the Final Agreement, the Parties agree that this Agreement shall prevail to the extent of any such inconsistency or conflict.

Legally Binding

32. This Agreement is legally binding and is governed by and interpreted in accordance with the laws of the province of British Columbia and Canada.

Assignment/Authority/Responsibility

33. Any or all of Westcoast's rights under this Agreement may be exercised by its successors, assigns, servants, employees, representatives, licensees, agents, contractors and subcontractors and the term "Westcoast" is deemed to include all such parties. Westcoast will ensure that its servants, employees, representatives, licensees, agents, contractors and subcontractors comply with the terms and conditions of this Agreement.

Binding on Successors

34. This Agreement and the promises, obligations and rights herein set out shall enure to the benefit of and be binding upon Lheidli T'enneh and Westcoast and their respective descendants, heirs, executors, administrators, successors, successors in title and assigns.

Dispute Resolution

35. In the event that any dispute arises between the Parties over any of the provisions of this Agreement, the Parties will attempt to resolve such dispute by negotiation. Where the Parties are unable to resolve the dispute by negotiation, the dispute will be resolved as follows:
- (a) provided the Parties agree in writing, the dispute may be referred to mediation in accordance with such process as may be agreed upon by the Parties;
 - (b) if mediation is unsuccessful, or if the Parties do not mutually agree to pursue mediation, then, provided the Parties agree in writing, disputes will be resolved by arbitration (except a dispute involving the enforcement of the Right of Way or a question of law, which shall be settled in the courts of British Columbia), and if the Parties do not agree in writing to arbitration, a dispute shall be settled in the courts of British Columbia;
 - (c) unless the Parties to the dispute otherwise agree, the arbitration will be conducted by a single arbitrator. The arbitrator will be chosen by the Parties to the dispute; if they fail to agree on this choice within thirty (30) days following the commencement of their discussion, then either Party to the dispute may request the British Columbia International Commercial Arbitration Centre or such other organization or person agreed to by the Parties in writing, to select an arbitrator. The arbitrator chosen will be independent, impartial and competent;
 - (d) the arbitrator so chosen will thereupon proceed to hear the submissions of the Parties to the dispute and shall render his/her decision in writing within thirty (30) days after his/her appointment or if thirty (30) days is insufficient, then within such further time as is reasonable;
 - (e) unless otherwise agreed in writing, the arbitration will be in accordance with the *Commercial Arbitration Act* of British Columbia, as such Act may be amended or replaced from time to time;
 - (f) the arbitration will take place in Vancouver, British Columbia unless otherwise agreed to in writing by the Parties;
 - (g) during the arbitration, the Parties will continue to perform their obligations under this Agreement;

- (h) it is not incompatible with this Section for a Party to request from a court, before or during the arbitration, interim or conservatory measures and for a court to grant such measures; and
- (i) costs of arbitration or mediation contemplated under this section, including, without limitation, all legal, appraisal and expert fees, and fees and expenses of the arbitrator or mediator, as may be applicable, and of any clerk, secretary or reporter assisting in the arbitration or mediation and the expense of any facilities and services required by the arbitrator or the mediator for the arbitration or mediation shall be shared between the Parties.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

LHEIDLI T'ENNEH FIRST NATION, by the
Lheidli T'enneh Government by its authorized
signatories:

Name:

Name:

WESTCOAST ENERGY INC., doing business as
DUKE ENERGY GAS TRANSMISSION by its
authorized signatories:

Name:

Name:

[Note: This Agreement to be executed in the manner required by the Land Title Act for registrable documents]

SCHEDULE A
LANDS

SCHEDULE B

OPPORTUNITY LANDS RIGHT OF WAY

SCHEDULE C

COMMITMENT OF LHEIDLI T'ENNEH, CANADA AND BRITISH COLUMBIA

Duke Energy Gas Transmission - West
1100 - 1055 West Georgia Street
Vancouver, British Columbia V6E 3R5

October 27, 2006

Plateau Pipe Line Ltd.
2000, 700 9th Avenue S.W.
Calgary, Alberta T2P 3V4

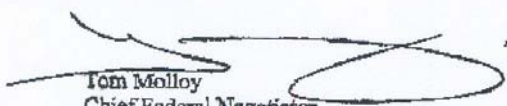
Dear Sirs:

Re: Replacement Tenures - Lheidli T'enneh Final Agreement

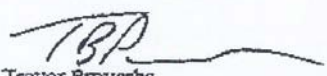
The purpose of this letter is to confirm the Parties' understanding that the Final Agreement does not give Lheidli T'enneh the ability to act in a manner inconsistent with the rights of Westcoast Energy Inc., doing business as Duke Energy Gas Transmission, and Plateau Pipe Line Ltd. (the Pipelines) under their proposed replacement tenures.

The Parties understand that the Pipelines want to be able to assure their respective Boards and potential lenders of the interplay between the replacement tenures and the Final Agreement. In this regard, please feel free to use this letter as evidence of the Parties' interpretation of the Final Agreement.

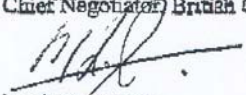
Yours truly,



Tom Molloy
Chief Federal Negotiator



Trevor Proverbs
Chief Negotiator British Columbia



Mark Stevenson
Chief Negotiator, Lheidli T'enneh

APPENDIX E-3
APPLICABLE FORMS OF DOCUMENT FOR PUBLIC UTILITY TRANSMISSION
AND DISTRIBUTION WORKS LISTED IN PART 1 OF APPENDIX E-2

DOCUMENT 4

RIGHT-OF-WAY

THIS AGREEMENT is made as of the ____ day of _____, 200●.

BETWEEN:

LHEIDLI T'ENNEH FIRST NATION, as represented by the
Lheidli T'enneh Government

("Lheidli T'enneh")

AND:

PLATEAU PIPE LINE LTD.

("Plateau")

WHEREAS:

- A. Lheidli T'enneh, Canada and British Columbia have entered into the Final Agreement;
- B. Pursuant to the OIC, Plateau holds certain interests and rights in and to the Lands and has installed and operated the Pipelines and Facilities therein and thereon pursuant to such interests and rights;
- C. The Final Agreement affects the rights and interests of Plateau referred to in recital B without compensation to Plateau and requires Lheidli T'enneh to issue a replacement tenure to replace Plateau's interests and rights in and to the Lands;
- D. The Final Agreement provides Lheidli T'enneh the Opportunity to purchase certain provincial Crown lands over which Plateau holds its Opportunity Lands Right of Way and provides that, on the exercise of the Opportunity, the Opportunity Lands Right of Way will terminate without compensation to Plateau and Lheidli T'enneh will issue the replacement tenure set out herein to Plateau to replace the Opportunity Lands Right of Way;
- E. In accordance with the Final Agreement, Lheidli T'enneh wishes to confirm its obligation, if Lheidli T'enneh exercises the Opportunity, to provide the replacement tenure set out herein to Plateau with respect to the Opportunity Lands and the Opportunity Lands Right of Way;

- F. The Lheidli T'enneh Government warrants that it has authorized its representatives to execute this Agreement on behalf of Lheidli T'enneh;
- G. By ratification vote of the Final Agreement, Lheidli T'enneh has approved and consented to the grants set out herein provided to Plateau and the grant to be provided to Plateau under Section 5 hereof;
- H. The Final Agreement provides that all schedules and appendices thereto form part of the Final Agreement, and therefore the form of this Agreement forms part of the Final Agreement; and
- I. Lheidli T'enneh acknowledges the public interest in the continued and continuous operation of the Pipelines and Facilities.

NOW THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

Definitions

1. In this Agreement:

- (a) **“Agreement”** means this document, including its recitals, and Schedules A to C attached hereto;
- (b) **“British Columbia”** means Her Majesty The Queen in right of British Columbia;
- (c) **“Canada”** means Her Majesty The Queen in right of Canada;
- (d) **“Effective Date”** means the date upon which the Final Agreement takes effect;
- (e) **“Final Agreement”** means the Lheidli T'enneh Final Agreement between Lheidli T'enneh, Canada and British Columbia to which this form of Agreement is appended and which incorporates this Agreement;
- (f) **“Lands”** means the portion of those lands, formerly known as Lheidli T'enneh Indian Reserve No. 2 (Fort George – Shelley), in respect of which Plateau holds the OIC, as shown cross-hatched and outlined in heavy black on the plan of survey attached hereto as 0;
- (g) **“Lheidli T'enneh”** means the Lheidli T'enneh First Nation, as represented by the Lheidli T'enneh Government;
- (h) **“Lheidli T'enneh Government”** has the same meaning as in the Final Agreement;
- (i) **“Lheidli T'enneh Lands”** has the same meaning as in the Final Agreement, and for greater certainty includes the Lands;

- (j) **“OIC”** means the right of way indenture dated March 1, 1956 and authorized by the October 12, 1955 Order in Council P.C. 1955 – 1535 and amendments thereto, and includes the grant of easement by Canada to then Westcoast Transmission Company Limited dated January 18, 1963 (Reference No. 170672), for the laying down, construction, operation and maintenance of Pipelines and Facilities on, over, under and/or through the Lands, and pursuant to which Plateau has constructed, and has continued to operate and maintain, such Pipelines and Facilities;
- (k) **“Opportunity”** means the opportunity of the Lheidli T’enneh as set out in paragraphs 157 to 162 of the Lands Chapter of the Final Agreement to purchase certain provincial Crown lands in respect of which Plateau holds its Opportunity Lands Right of Way;
- (l) **“Opportunity Lands Right of Way”** means that right of way held by Plateau over certain provincial Crown lands as further described in 0;
- (m) **“Party”** means any one of Lheidli T’enneh and Plateau and **“Parties”** means both of them;
- (n) **“Pipelines and Facilities”** means the existing pipelines and associated works of Plateau located on the Lands together with all replacements, expansions and extensions thereof and any further pipelines to be placed on the Lands for the carriage, conveyance, transmission and transportation of crude, condensate and any other low vapour pressure liquid hydrocarbons and any products, by-products or mixtures thereof, and includes all the facilities and works of Plateau useful or convenient in connection with, or incidental to, or ancillary to its undertaking, including but without limiting the generality of the foregoing, all such drips, valves, fittings, meters and other equipment and appurtenances whether below or above ground, and security measures including fencing, whether or not similar to the foregoing, as may be useful or convenient in connection therewith or incidental or ancillary thereto; and
- (o) **“Right of Way”** means the right, licence, liberty, privilege, easement and right of way granted to Plateau in this Agreement.

Terms Defined in Final Agreement and this Agreement

- 2. Each capitalized term used herein will have the definition ascribed to it as set out in Section 1. Each capitalized term used in this Agreement, but not otherwise defined in this Agreement, will have the meaning ascribed to it in the Final Agreement.

Interpretation

- 3. The Parties confirm that the interpretation of this Agreement and the Final Agreement, to the extent applicable to this Agreement, will be consistent with the understanding of the Chief Negotiators for Lheidli T’enneh, Canada and British Columbia as set out in Schedule C.

Purpose

4. This Agreement sets out the understanding of the Parties with respect to the termination of Plateau's interests and rights in and to the Lands as they are set out in the OIC and, in the event the Opportunity is exercised by Lheidli T'enneh, the termination of Plateau's interests and rights in and to the Opportunity Lands as they are set out in the Opportunity Lands Right of Way and their replacement with the interests and rights granted by Lheidli T'enneh to Plateau pursuant to this Agreement and in the event the Opportunity is exercised by Lheidli T'enneh, a further grant by Lheidli T'enneh pursuant to Section 5 hereof, all of which is in furtherance of the Final Agreement. For greater certainty, the intent of this Agreement is to provide Plateau with interests and rights in and to the Lands of a nature not less than those held by Plateau under the OIC, and, in the event the Opportunity is exercised, in the Opportunity Lands of a nature not less than those held by Plateau under the Opportunity Lands Right of Way.

Opportunity Exercise

5. The Parties agree that if Lheidli T'enneh exercises the Opportunity, and such exercise will result in a termination of the Opportunity Lands Right of Way at any time thereafter, Lheidli T'enneh will grant to Plateau, concurrently with the acquisition by Lheidli T'enneh of the Opportunity Lands to be acquired pursuant to the Opportunity, a replacement tenure for Plateau's current interests and rights in and to the Opportunity Lands, such replacement tenure to be granted not subject to any encumbrances that adversely affect, or may adversely affect, the Opportunity Lands Right of Way, will be executed by way of written agreement, signed by the Parties in a form that is the same as this Agreement (excluding this section and other references to the Opportunity in the recitals and other provisions hereof) and wherein the definition of, and references to, "Lands" will be replaced with the "Opportunity Lands" and definition of, and references to, "OIC" will be replaced with "Opportunity Lands Right of Way" and wherein the Effective Date will be the date of transfer from the Province to Lheidli T'enneh under the Opportunity. Lheidli T'enneh covenants with Plateau that the ratification referred to in recital G extends to and authorizes the grant herein required of a replacement tenure to Plateau for the Opportunity Lands Right of Way.

Right of Way

6. Lheidli T'enneh hereby grants, conveys and transfers, as and from the Effective Date and according to the terms and conditions set out in this Agreement, to Plateau the full, free and uninterrupted right, license, liberty, privilege, easement and right of way to use the Lands to lay down, construct, operate, maintain, inspect, test, patrol (including aerial patrol), alter, remove, replace, upgrade, reconstruct and repair all or any portion of the Pipelines and Facilities on, over, under, across and through the Lands and to pass and repass over the Lands, with or without vehicles, materials and equipment, as necessary in connection with the exercise of Plateau's rights under this Agreement, to the intent that Plateau shall be entitled to peaceably hold and enjoy the Right of Way and its related rights, licences, liberties, privileges, easements and rights of way granted by this

Agreement without hindrance or interruption on the part of Lheidli T'enneh or of any person claiming by, through, under or in trust for Lheidli T'enneh.

No Conflicting Tenures or Rights, or Prior Encumbrances

7. Lheidli T'enneh shall not issue, grant or otherwise agree to the issuance or granting of any tenure or right of any kind in the Lands, including but not limited to the issuance or granting of any further easements or rights of way or any leases, licences, or mortgages or other financial encumbrances which does not expressly recognize the rights of Plateau hereunder, unless any such issuance or grant has first been approved in writing by Plateau, and Lheidli T'enneh covenants the Lheidli T'enneh has not granted and will not grant, or suffer to exist, any charge on the Lands ranking prior to, or equally with, this Agreement.

No Termination

8. If Plateau fails to pay any amount which it is obligated to pay to Lheidli T'enneh under the terms of this Agreement or to perform any other terms hereof, Lheidli T'enneh's sole remedy in connection with such failure or act or omission shall be to recover from Plateau such amount payable hereunder and any interest payable thereon or to compel performance of such terms by a legal action in the courts of British Columbia and in no event shall Lheidli T'enneh be entitled to terminate, suspend or interrupt any or all of Plateau's rights under this Agreement or the continued operation of the Pipelines or Facilities except as authorized by a then current and effective order of such courts.

No Interference

9. Lheidli T'enneh will in no event, for whatever reason, under any authority, be entitled to interfere with, hinder or interrupt the continued operation of the Pipelines and Facilities or interfere with the Lands, or interrupt Plateau in its enjoyment of any of the rights, licences, liberties, privileges, easements or rights of way granted to Plateau by Lheidli T'enneh under this Agreement and Lheidli T'enneh further agrees that any such interference, hindrance or interruption by it cannot be adequately compensated solely by an award of damages to Plateau and that an injunction to prevent such action by Lheidli T'enneh shall be the appropriate remedy (in addition to any award of damages.)

No Conflicting Uses

10. Lheidli T'enneh covenants and agrees that it will not excavate, blast, drill, install, bury, store or erect, or permit to be excavated, blasted, drilled, installed, buried, stored or erected, on or under the Lands any building, road, foundation, pipe, drain, culvert, road, ditch, concrete, pavement, well, swimming pool, pond, sewage lagoon, pit, materials obstruction, equipment or any other structure, thing or installation whatsoever, or do, or permit to be done, any act or thing which would or could interfere with or injure the Pipelines and Facilities or any part thereof, or impair the efficiency thereof, or which would or could obstruct access by Plateau to the Pipelines and Facilities or Lands unless Lheidli T'enneh has first received the prior written consent of Plateau to any such

activity. Lheidli T'enneh shall have the right to use and enjoy the Lands in any way which is not prohibited by the terms and conditions of this Agreement.

Vegetation

11. Lheidli T'enneh agrees that, as one of the rights granted to Plateau under this Agreement, Plateau will have the full, free and uninterrupted right to trim, fell, remove or otherwise control any unacceptable vegetation on the Lands that, in the sole view of Plateau, is or might become a hazard to the Pipelines and Facilities or interferes or might interfere with the exercise of the rights and privileges granted to Plateau pursuant to this Agreement. Without limiting the generality of the foregoing, Plateau may carry out integrated vegetation management practices, including the planting of vegetation compatible with the rights of Plateau under this Agreement.

Compensation for Damage

12. Plateau will compensate Lheidli T'enneh or any person residing on or licenced to occupy Lheidli T'enneh Lands for all direct damages, including direct damage done to any buildings, crops, pasture, fences, drains, timber, livestock, or other improvements on the Lheidli T'enneh Lands other than the Lands, to the extent that such damages have been incurred as a result of the exercise by Plateau of the rights granted to it under this Agreement.

Property of Plateau

13. The Parties agree that the Pipelines and Facilities shall remain the property of Plateau notwithstanding that the Pipelines and Facilities may be annexed or affixed to the freehold of the Lands and Plateau shall at any time and from time to time be entitled to remove the Pipelines and Facilities in whole or in part from the Lands.

Final Agreement Paragraph 55 Statutory Right of Way

14. Pursuant to paragraph 55 of the Lands Chapter of the Final Agreement, this Agreement is binding and enforceable as if it were granted pursuant to Section 218 of the *Land Title Act*, R.S.B.C. 1996, c.250, as may be amended, and the Parties acknowledge that Plateau is a corporation authorized to transport oil or gas as contemplated by Section 218 and the rights hereby granted are granted for a purpose necessary for the operation and maintenance of the undertaking of Plateau.

Access to Lheidli T'enneh Lands

15. As contemplated by paragraphs 15 to 17 of the Access Chapter and paragraphs 3 to 5 of the Roads and Right of Way Chapter of the Final Agreement, Lheidli T'enneh agrees that Plateau shall, at no additional charge or fee whatsoever, have and is hereby given the right to use, enter, access, cross and stay temporarily on the Lheidli T'enneh Lands, including rights of ingress to the Lands through the remainder of the Lheidli T'enneh Lands and of egress from the Lands through the remainder of the Lheidli T'enneh Lands and the right to use portions of the remainder of the Lheidli T'enneh Lands for temporary

work space, all as may reasonably be required by Plateau, its employees, agents, contractors or representatives with or without vehicles, materials and equipment, for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights and privileges granted to Plateau in this Agreement including the following rights:

- (a) to pass and repass over, maintain, repair, replace and use, all trails, roads, lanes, helicopter landing pads and bridges on the Lheidli T'enneh Lands, with or without vehicles, materials and equipment, to such extent as may be reasonably required by Plateau in connection with the rights granted to it in this Agreement;
- (b) if there are no suitable trails, roads, lanes, helicopter landing pads or bridges on the Lheidli T'enneh Lands, to either:
 - (i) construct suitable trails, roads, lanes, helicopter landing pads or bridges on the Lheidli T'enneh Lands and to maintain, repair, replace and pass and repass over the same; or
 - (ii) pass and repass over the Lheidli T'enneh Lands by routes elsewhere than on trails, roads, lanes, helicopter landing pads and bridges,

with or without vehicles, materials and equipment, to such extent as may reasonably be required by Plateau in connection with the rights granted to it in this Agreement, provided that Plateau has first received the approval of Lheidli T'enneh to the location of any new trails, roads, lanes, helicopter landing pads or bridges to be constructed by Plateau or to the use of any alternative routes, such approval not to be unreasonably withheld, conditioned or delayed, however, in the case of an emergency or a reasonably apprehended emergency, no approval will be required;
- (c) to restore natural drainage channels whether blocked by animals or humans which blockages of such natural drainage channels threaten to flood, erode or otherwise damage the Pipelines and Facilities; and
- (d) to cross and stay temporarily on Lheidli T'enneh Lands including Lheidli T'enneh Roads at no cost for the purpose of undertaking works including:
 - (i) constructing drainage works;
 - (ii) maintaining slope stability;
 - (iii) removing dangerous trees or other hazards;
 - (iv) carrying out normal repairs; or
 - (v) carrying out emergency repairs,

where it is necessary for constructing, operating, maintaining, repairing., replacing, removing or protecting the interests of Plateau hereunder.

Right of Way Runs with the Lands

16. The Right of Way and all other provisions hereof related thereto is and shall be of the same force and effect to all intents and purposes as a covenant running with and binding the Lands.

Taxation

17. Lheidli T'enneh agrees that if it levies any taxes, levies or fees, including but not limited to licence fees or other fees as set out in paragraph 116 of the Governance Chapter of the Final Agreement, in respect of Plateau, the Right of Way or use thereof, or the Pipelines and Facilities, such taxes, levies or fees will be consistent with, and not greater than, those of adjacent public taxing authorities for interests equivalent or similar to the Right of Way and the Pipelines and Facilities and with any taxes, levies or fees levied in respect of the remainder of the Lheidli T'enneh Lands; and such taxes, levies and fees will be based on the valuation established by British Columbia Assessment Authority for gas transmission pipelines of the diameter of the pipeline comprising part of the Pipelines and Facilities and traversing the distance traversed by the Pipelines and Facilities and the assessment rate applied to such valuation by such adjacent public taxing authorities.

Term

18. The term of this Agreement shall be for so long as the Agreement or the Right of Way is required by Plateau or its successors or assigns for the purpose of the carriage, conveyance, transmission and transportation of crude, condensate and any other low vapour pressure liquid hydrocarbons and any products, by-products or mixtures thereof. The term of this Agreement shall be deemed to have commenced immediately upon the Effective Date.

Termination

19. Plateau may, at any time and for any reason whatsoever, at its election and on notice in writing to Lheidli T'enneh, terminate this Agreement and this Agreement thereafter shall be of no further effect and Plateau shall stand relieved of all obligations with respect to the payment of compensation and/or damages other than accrued to the date of termination; always provided, however, that upon any such termination, Plateau, if this Agreement has been registered, shall forthwith at its expense provide a discharge thereof (provided that, if Lheidli T'enneh is also required to execute any document in order for this Agreement to be discharged, it shall forthwith execute such document on request).

Effect of Termination

20. Upon the termination of this Agreement, Plateau may, in its sole discretion, either abandon or remove the Pipelines and Facilities. In either event, Plateau will restore the

surface of the Lands to the same condition, so far as may be practicable so to do, as the Lands were in prior to the entry thereon and the use thereof by Plateau.

Minerals

21. Nothing herein contained shall be deemed to vest in Plateau any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the Lands, provided however that Plateau may dig, carry away or use only the parts thereof that are reasonably necessary in the laying down, construction, operation, repair, maintenance and inspection of the Pipelines and Facilities.

Other Provincial Legislation

22. Lheidli T'enneh acknowledges and agrees that the Pipelines and Facilities and Right of Way are provincial works and undertakings and that the *Petroleum and Natural Gas Act*, the *Pipeline Act*, the *Utilities Commission Act*, and all regulations thereunder, the Canadian Standards Association Z662, Oil and Gas Pipeline Systems, as such may be amended or replaced from time to time, and other provincial legislation governing, related to or applicable to pipelines or the Pipelines and Facilities, applies to Lheidli T'enneh, Plateau and the actions of Lheidli T'enneh and Plateau in respect of the Lands, Right of Way, Pipelines and Facilities and this Agreement, except to the extent that the Final Agreement modifies the application of the *Petroleum and Natural Gas Act*, the *Pipeline Act*, the *Utilities Commission Act*, and other provincial legislation in relation to an expropriation of Lheidli T'enneh Lands and that no law, regulation, rule or policy of Lheidli T'enneh, howsoever implemented or enacted, will in any way apply to Plateau in respect of the Lands, Right of Way, Pipelines and Facilities or this Agreement to the extent that such law, regulation, rule or policy of Lheidli T'enneh:
 - (a) conflicts with or is inconsistent with the terms of this Agreement, including the *Petroleum and Natural Gas Act*, the *Pipeline Act*, the *Utilities Commission Act*, and all regulations thereunder, and the Canadian Standards Association Z662, Oil and Gas Pipeline Systems, as they may be amended or replaced from time to time and other provincial legislation governing, related to or applicable to pipelines or the Pipelines and Facilities;
 - (b) impairs the ability of Plateau to use and occupy the Lands or operate the Pipelines and Facilities in accordance with rights and privileges granted to Plateau under this Agreement or the *Petroleum and Natural Gas Act*, the *Pipeline Act* or the *Utilities Commission Act*, and their regulations as they may be amended or replaced from time to time and other provincial legislation governing, related to or applicable to pipelines or the Pipelines and Facilities; or
 - (c) specifies a more stringent standard relating to the location, design, operation or maintenance of the Pipelines and Facilities than the standard set out in any federal or provincial legislation which is applicable to the Pipelines and Facilities or which could be applicable but for the Final Agreement or Lheidli T'enneh Law.

Lheidli T'enneh Indemnifications

23. Lheidli T'enneh covenants and agrees to indemnify and save harmless Plateau from any and all liabilities, liens, demands, damages, costs, claims, suits, actions or other proceedings arising from the use of the Lands or damage to the Pipelines and Facilities by Lheidli T'enneh or those for whom Lheidli T'enneh is at law responsible.

Plateau Indemnification

24. Plateau covenants and agrees to indemnify and save harmless Lheidli T'enneh from any and all liabilities, liens, demands, damages, costs, claims, suits, actions or other proceedings against Lheidli T'enneh arising by reason of the exercise of the rights hereby granted to Plateau.

Registration of this Agreement

25. Pursuant to paragraph 5 of the Land Title Chapter of the Final Agreement, the Lheidli T'enneh shall not make an application for registration of indefeasible title (under the provisions of the Final Agreement related to land title) with respect to the Lands unless such application also includes an application to register the interest of Plateau hereunder and unless the Registrar registers such interest of Plateau. Either Party to this Agreement may register this Agreement in any land registry or land title office or other registration system established or used in respect of the Lands hereafter. At the request of either Party, each Party will co-operate in executing any documents or plans required to effect such registration and to preserve the substance and priority of this Agreement in relation to the Lands.

Notices

26. All notices to be given hereunder may be given by registered letter addressed to:
- (a) to Lheidli T'enneh at 1041 Whenun Road, Prince George, British Columbia, V2K 5X8 (Attention: General Manager); and
 - (b) to Plateau at 2000, 700th Avenue S.W., Calgary, Alberta T2P 3V4 (Attention: General Counsel);

or such other address as Lheidli T'enneh or Plateau may respectively from time to time designate in writing, and any such notice shall be deemed to have been given to and received by the addressee three (3) days after the mailing thereof, postage prepaid and registered.

Gender/Plurality

27. Wherever the singular or masculine is used in this Agreement it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used, where the context or the Party or Parties hereto so require, and the rest of the sentence shall be

construed as if the grammatical and terminological changes thereby rendered necessary had been made.

Amendment

28. This Agreement may only be amended in writing by the Parties. Lheidli T'enneh may not unilaterally revoke, terminate, modify or amend this Agreement in any way, whether under any provision of Lheidli T'enneh Law or otherwise.

Waiver

29. No waiver on behalf of any Party to this Agreement of any breach shall be effective or be binding unless expressed in writing and executed by Lheidli T'enneh or Plateau, as the case may be, and any such waiver so expressed shall not be deemed to be a general waiver, or limit or affect the rights of Lheidli T'enneh or Plateau with respect to any other breach.

Time of Essence

30. Time shall be of the essence of this Agreement.

Entire Agreement

31. This Agreement sets forth the entire agreement and understandings between the Parties hereto. Where there is any inconsistency or conflict between this Agreement and the Final Agreement, the Parties agree that this Agreement shall prevail to the extent of any such inconsistency or conflict.

Legally Binding

32. This Agreement is legally binding and is governed by and interpreted in accordance with the laws of the province of British Columbia and Canada.

Assignment/Authority/Responsibility

33. Any or all of Plateau's rights under this Agreement may be exercised by its successors, assigns, servants, employees, representatives, licensees, agents, contractors and subcontractors and the term "Plateau" is deemed to include all such parties. Plateau will ensure that its servants, employees, representatives, licensees, agents, contractors and subcontractors comply with the terms and conditions of this Agreement.

Binding on Successors

34. This Agreement and the promises, obligations and rights herein set out shall enure to the benefit of and be binding upon Lheidli T'enneh and Plateau and their respective descendants, heirs, executors, administrators, successors, successors in title and assigns.

Dispute Resolution

35. In the event that any dispute arises between the Parties over any of the provisions of this Agreement, the Parties will attempt to resolve such dispute by negotiation. Where the Parties are unable to resolve the dispute by negotiation, the dispute will be resolved as follows:
- (a) provided the Parties agree in writing, the dispute may be referred to mediation in accordance with such process as may be agreed upon by the Parties;
 - (b) if mediation is unsuccessful, or if the Parties do not mutually agree to pursue mediation, then, provided the Parties agree in writing, disputes will be resolved by arbitration (except a dispute involving the enforcement of the Right of Way or a question of law, which shall be settled in the courts of British Columbia), and if the Parties do not agree in writing to arbitration, a dispute shall be settled in the courts of British Columbia;
 - (c) unless the Parties to the dispute otherwise agree, the arbitration will be conducted by a single arbitrator. The arbitrator will be chosen by the Parties to the dispute; if they fail to agree on this choice within thirty (30) days following the commencement of their discussion, then either Party to the dispute may request the British Columbia International Commercial Arbitration Centre or such other organization or person agreed to by the Parties in writing, to select an arbitrator. The arbitrator chosen will be independent, impartial and competent;
 - (d) the arbitrator so chosen will thereupon proceed to hear the submissions of the Parties to the dispute and shall render his/her decision in writing within thirty (30) days after his/her appointment or if thirty (30) days is insufficient, then within such further time as is reasonable;
 - (e) unless otherwise agreed in writing, the arbitration will be in accordance with the *Commercial Arbitration Act* of British Columbia, as such Act may be amended or replaced from time to time;
 - (f) the arbitration will take place in Vancouver, British Columbia unless otherwise agreed to in writing by the Parties;
 - (g) during the arbitration, the Parties will continue to perform their obligations under this Agreement;
 - (h) it is not incompatible with this Section for a Party to request from a court, before or during the arbitration, interim or conservatory measures and for a court to grant such measures; and
 - (i) costs of arbitration or mediation contemplated under this section, including, without limitation, all legal, appraisal and expert fees, and fees and expenses of the arbitrator or mediator, as may be applicable, and of any clerk, secretary or reporter assisting in the arbitration or mediation and the expense of any facilities

and services required by the arbitrator or the mediator for the arbitration or mediation shall be shared between the Parties.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

LHEIDLI T'ENNEH FIRST NATION, by the
Lheidli T'enneh Government by its authorized
signatories:

Name:

Name:

PLATEAU PIPE LINE LTD. by its authorized
signatories:

Name:

Name:

[Note: This Agreement to be executed in the manner required by the Land Title Act for registrable documents]

SCHEDULE A
LANDS

SCHEDULE B
OPPORTUNITY LANDS RIGHT OF WAY

SCHEDULE C

COMMITMENT OF LHEIDLI T'ENNEH, CANADA AND BRITISH COLUMBIA

Duke Energy Gas Transmission - West
1100 - 1055 West Georgia Street
Vancouver, British Columbia V6E 3R5

October 27, 2006

Plateau Pipe Line Ltd.
2000, 700 9th Avenue S.W.
Calgary, Alberta T2P 3V4

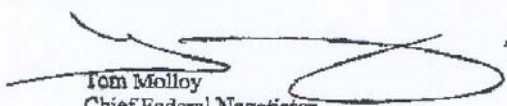
Dear Sirs:

Re: Replacement Tenures - Lheidli T'enneh Final Agreement

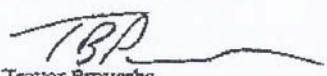
The purpose of this letter is to confirm the Parties' understanding that the Final Agreement does not give Lheidli T'enneh the ability to act in a manner inconsistent with the rights of Westcoast Energy Inc., doing business as Duke Energy Gas Transmission, and Plateau Pipe Line Ltd. (the Pipelines) under their proposed replacement tenures.

The Parties understand that the Pipelines want to be able to assure their respective Boards and potential lenders of the interplay between the replacement tenures and the Final Agreement. In this regard, please feel free to use this letter as evidence of the Parties' interpretation of the Final Agreement.

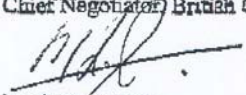
Yours truly,



Tom Molloy
Chief Federal Negotiator



Trevor Proverbs
Chief Negotiator British Columbia



Mark Stevenson
Chief Negotiator, Lheidli T'enneh

APPENDIX E-3
APPLICABLE FORMS OF DOCUMENT FOR PUBLIC UTILITY TRANSMISSION
AND DISTRIBUTION WORKS LISTED IN PART 1 OF APPENDIX E-2

DOCUMENT 5

RIGHT-OF-WAY AGREEMENT FOR NATURAL GAS
DISTRIBUTION WORKS

This Agreement is made as of _____, 200__

Between

Lheidli T'enneh
1041 Whenun Road
Prince George, British Columbia
V2K 5X8

(the "Grantor")

And:

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

("Terasen")

WHEREAS:

- A. The Grantor, Canada and the Province of British Columbia have entered into a Final Agreement as hereinafter defined; and
- B. In accordance with the Final Agreement, the Grantor wishes to grant to Terasen a right-of-way with respect to the Grantor's Lands as hereinafter defined.

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

1.0 Definitions

- (a) In this Agreement:

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

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

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

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

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

"Final Agreement" means [to be defined];

"Lands" means the Grantor's lands identified in Appendix A of the Final Agreement and any other lands that may be added to such Lands;

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

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

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

"Works Area" means those portions of the Lands more particularly described in Section 3 of this Agreement.

- (b) With respect to any obligation on the part of Terasen under this Agreement, any reference to Terasen includes its servants, officers, employees, agents, contractors, sub-contractors,

invitees, licensees, successors, permitted assigns, and those for whom Terasen is responsible in law.

2.0 Grant of Right-of-Way

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

- (a) use the Works Area as follows:
 - (i) excavate for, construct, install, erect, abandon, replace, extend, upgrade, operate, maintain, alter, remove and repair the Works on, over, under, across and through the Works Area;
 - (ii) clear the Works Area and keep it cleared (including pruning or removal) of any trees or growth at any time located therein; and
 - (iii) generally, do all such other acts or things on the Works Area as may reasonably be necessary or incidental to the business of Terasen in connection with any of the foregoing;
- (b) use the Area of the Works as follows:
 - (i) enter, work, inspect, patrol, pass and repass upon, on, and along the Area of the Works;
 - (ii) clear the Area of the Works and keep it cleared of all or any part of any obstruction, improvement or other matter which, in the reasonable opinion of Terasen, might interfere with or endanger the Works, disrupt service to Terasen's customers, or pose a hazard to the Works or persons in relation to the Works;
 - (iii) clear the Area of the Works and keep it cleared (including pruning or removal) of all or any part of any trees or growth which do or might, in the reasonable opinion of Terasen, interfere with or endanger the Works, disrupt service to Terasen's customers, or pose a hazard to the Works or persons in relation to the Works; and
- (c) to enjoy further rights as follows:
 - (i) Terasen may, with the prior written consent of the Grantor, and any party with a registered interest in the affected areas, such consent not to be unreasonably withheld or delayed, cut trees outside the Area of the Works, if in the reasonable opinion of Terasen such trees would threaten to damage the Works or pose a hazard to the Works or persons in relation to the Works;

- (ii) Terasen may pass and repass over existing roads on the Lands for access to and from the Area of the Works, and in the event that such roads become closed to the public for any reason, the Grantor shall nonetheless provide Terasen access to such roads for the purpose for ingress and egress to and from the Area of the Works, to the extent reasonably practicable, or to such alternative access as may be available, at no additional cost to Terasen;
- (iii) If no such road access is available, Terasen may have access to and over other portions of the Lands for access to and from the Area of the Works, provided that such access has been approved by the Grantor, such approval not to be unreasonably withheld or delayed, and by any other person having an interest in such portions; provided that such approval is not required if access is necessary for determining consumption or usage of services, in emergency situations or for normal surveillance or safety inspection purposes;
- (iv) Terasen may enter onto the Lands outside the Area of the Works for the purpose of undertaking works to protect any Works located within the Lands or within an Excluded Area or to protect persons and property that may be at risk from such Works, provided that:
 - (a) Terasen will, wherever practicable, deliver to the Grantor for prior approval a written work plan describing the proposed work on the Lands;
 - (b) the Grantor will not unreasonably withhold or delay approval of such work plan and will not impose any unreasonable conditions relating to the granting of such approval and shall take into consideration the effect of the proposed work, the cost of the proposed work compared to the cost of alternate solution and the extent of the risk of not undertaking the work. If Terasen and the Grantor, each acting reasonably, cannot agree on a work plan within 30 days of receipt by the Grantor of the work plan proposed by Terasen, then either party may refer the disagreement to dispute resolution under Section 17 of this Agreement; and
 - (c) in the event that any damage to the Lands results from the implementation of the work plan by Terasen, Terasen will repair and restore the damaged portion of the Lands as near as is reasonably feasible, to their condition prior to the implementation of the work plan or, at Terasen's discretion, pay to the Grantor appropriate compensation in respect of such damage.

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

3.0 Works Area

- 3.1 The Works Area consists of all portions of the Lands reasonably required by Terasen for the following:
- (a) those Works existing at the date of this Agreement;
 - (b) any additional Works constructed adjacent to, along the sides of and across any of the Grantor's roads from time to time existing on or through the Lands;
 - (c) any additional Works that provide services to any lands adjacent to any roads from time to time existing on or through the Lands; and
 - (d) such other portions of the Lands as from time to time consented to in writing by the Grantor, or any delegate appointed by the Grantor.
- 3.2 The parties agree that the as-built drawing attached to this Agreement as Schedule "B" reasonably represents the Works existing as of the date of this Agreement. As and when new works are added to the Lands by Terasen, the parties will update Schedule "B" annually to reflect such new works, it being the intention of the parties for this Agreement and all of its terms and provisions to apply to such new works in their entirety.
- 3.3 Nothing in this Section 3 is intended to affect the rights of Terasen to make arrangements directly with a person in legal possession of any lands for the construction, operation and maintenance of the Works and all matters incidental thereto.

4.0 Non-Exclusive Use

- 4.1 Notwithstanding anything else in this Agreement, Terasen acknowledges and agrees that:
- (a) this Agreement does not grant a fee simple in the Lands to or in favour of Terasen; and
 - (b) the Grantor may grant to third parties other interests on the Right-of-Way Area upon prior written notice to Terasen, provided that any such grant of other interests shall not compromise or, by action of the Grantor or the third party grantee, damage, disrupt, adversely affect or interfere with the use by Terasen of the Works or Right-of-Way Area.

5.0 Protection of the Environment

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

6.0 Covenants of Terasen

- 6.1 Terasen covenants with the Grantor to:

- (a) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Terasen, which relate to the Right-of Way Area and which Terasen is liable to pay;
- (b) keep the Right-of-Way Area, and any Works, in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of the Right-of-Way Area by Terasen, provided that Terasen has no obligation to keep any roads within the Right-of-Way Area suitable for use by anyone except Terasen;
- (c) bury and maintain all underground Works as may be required so as not to unduly interfere with the drainage of the Lands;
- (d) take all reasonable steps and precautions to minimize disturbance of any archaeological material discovered by Terasen on the Right-of-Way Area, and to immediately notify the Grantor;
- (e) not bury debris or rubbish of any kind on the Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds; and
- (f) not commit or suffer any willful or voluntary waste, spoil or destruction on the Right-of-Way Area, or anything that may be or become a nuisance or annoyance to the Grantor, except to the extent required by Terasen, acting reasonably, to exercise the rights granted herein.

7.0 New Works Constructed by Terasen

Terasen will, at the request of the Grantor, provide to the Grantor an as-built drawing showing with reasonable accuracy the location of any new works constructed on the Lands which are not alterations, extensions or additions to existing Works.

8.0 Relocation of Works due to change

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

- (a) Terasen will, before undertaking any work, deliver a sketch plan to the Grantor indicating the contemplated relocation of the Works for approval by the Grantor, which approval will not be unreasonably withheld, delayed or made subject to any unreasonable conditions;
- (b) Terasen will take into account any likely material adverse effect of the relocated Works on adjacent lands, and the Grantor will take into account the cost efficiencies of the location selected by Terasen for the relocated Works in relation to alternative locations;
- (c) the relocated Works will be covered by the terms and conditions of this Agreement; and
- (d) subject to the foregoing, the cost of such relocation will be borne by Terasen.

9.0 Relocation of Works at the request of the Grantor

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

- (a) the new location is, in the reasonable opinion of Terasen, suitable for use for the relocated Works considering construction, maintenance and operation, and cost factors;
- (b) the Grantor gives Terasen reasonable notice to permit proper design, planning and construction of the Works to be relocated;
- (c) the Grantor agrees to pay all reasonable costs and expenses, including costs of design, supervision and construction (before any relocation, the Grantor will pay the costs and expenses as estimated by Terasen, with appropriate adjustments based on actuals after the relocation is complete); and
- (d) without any further action required on the part of the parties, a new Right-of-Way will be deemed to have been established upon the terms and conditions of this Agreement, which will apply to and cover such relocated Works.

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

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

- (a) making, placing, erecting or maintaining any building, structure, excavation, pile of material or obstruction or planning any growth on the Area of the Works which, in the reasonably opinion of Terasen might interfere with or endanger the construction, operation, maintenance or removal of the Works or might reasonably obstruct access by Terasen to the Works; or
- (b) doing any act or thing that might reasonably interfere with or damage the Works or create or increase any hazards to persons in relation to the Works; or
- (c) doing anything that would contravene the provisions of the **Gas Utility Act, Pipeline Act, or Gas Safety Regulation** pursuant to the **Safety Standards Act**, all as amended from time to time.

11.0 Inspections

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

12.0 Restoration

- 12.1 When a portion of the Works Area is no longer required for the Works, Terasen will restore the ground surface to the affected portion of the Works Area, as near as is reasonably possible to its condition prior to the installation of the Works, including the removal of any above ground Works.
- 12.2 This Section 12 will survive the termination or expiration of this Agreement.

13.0 Removal of Works

- 13.1 On the termination or expiration of this Agreement, Terasen may, subject to the consent of the Grantor, abandon the Works and transfer to the Grantor all ownership, right and interest in the whole or in part of the Works. If the consent of the Grantor is not obtained within one year after the date of the termination or expiration of this Agreement, Terasen will remove the Works, where practicable, as soon as reasonably possible in the circumstances.
- 13.2 Terasen will remain liable for any environmental damage to the Lands arising from any below ground Works that remain on or in that portion of the Right-of-Way Area after the termination or expiration of this Agreement, except that if the Grantor uses or authorizes the use of the remaining below ground Works for any purpose, then Terasen will not be liable for any environmental damage caused by the Grantor's use or other use authorized by the Grantor.
- 13.3 Sections 13.1 and 13.2 will survive the termination or expiration of this Agreement.

14.0 Covenants of the Grantor

14.1 The Grantor covenants with Terasen that:

- (a) Subject to Section 4.1(b), Terasen shall and may peaceably enjoy and hold the Right-of-Way without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any other person lawfully claiming from or under the Grantor, provided however that nothing in this Section 14 shall limit the Grantor's right of inspection pursuant to Section 11.
- (b) the Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, obstruction, equipment, thing or inflammable substance, or plant any growth upon the Area of the Works, if any such action or thing:
 - (i) may reasonably interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;
 - (ii) may reasonably obstruct access to the Works or any part thereof by those authorized by Terasen;
 - (iii) may by its operation, use, maintenance or existence on the Area of the Works, reasonably create or increase any hazard to persons or property in relation to the Works; or
 - (iv) contravene the provisions of the **Gas Utility Act, Pipeline Act, or Gas Safety Regulation** pursuant to the **Safety Standards Act** as amended from time to time;
- (c) the Grantor will not carry out blasting or aerial logging operations on or adjacent to the Area of the Works without prior written permission from Terasen, which permission will not be unreasonably withheld, delayed or accompanied by unreasonable conditions; and
- (d) the Grantor will not diminish or increase the ground elevation in the Right-of-Way Area by any method, including piling any material or creating any excavation, drain or ditch in the Right-of-Way Area, unless permission in writing from Terasen has first been received, which permission will not be unreasonably withheld, delayed or accompanied by unreasonable conditions.

15.0 Compensation for Damages

- 15.1 Subject to the Right-of-Way granted herein, Terasen covenants with the Grantor that if Terasen damages any structures, buildings, fixtures, improvements, chattels, animals, crops or merchantable timber owned by the Grantor anywhere on the Lands, and such

damage is not caused as a result of the Grantor's breach of the terms of this Agreement or the negligent or willful act of the Grantor or its contractors, agents or permittees, that Terasen will:

- (a) compensate the Grantor for such damage to structures, buildings, fixtures, improvements, chattels, animals, crops, or merchantable timber; or
- (b) within a reasonable period of time, repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the occurrence of the damage.

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

16.0 Indemnity and Interest

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

- (a) the escape, ignition or explosion from whatever cause whatsoever of natural gas from the Works; or
- (b) any act or omission on the part of Terasen in respect of or in relation to the Works including the construction, maintenance, operation, decommissioning or removal of same.

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

17.0 Dispute Resolution

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

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

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

18.0 Runs With the Land

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

19.0 Assignment

- 19.1 This Agreement and the Right-of-Way granted herein may not be assigned or otherwise transferred without the prior written consent of the Grantor, which consent will not be unreasonably withheld, delayed or accompanied by unreasonable conditions, provided, however, that that either party may assign or transfer same to an Affiliate without the consent of the other party.

20.0 Notice

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

To the Grantor: Lheidli T'enneh
 1041 Whenun Road
 Prince George, British Columbia
 V2K 5X8

Fax: (250) 963-6954
Attention: General Manager

To Terasen: Terasen Gas Inc.
 3700 2nd Avenue
 Burnaby, British Columbia
 V5C 6S4

Fax: (604) 293-8606
Attention: Senior Counsel

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

- (a) if it was delivered personally or by courier, on the next business day;
- (b) if it was sent by fax, on the next business day; or
- (c) if it was sent by mail, on the sixth day after the notice was mailed.

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

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

21.0 General

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

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

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

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

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

22.0 Interpretation

22.1 In this Agreement:

- (a) all attached schedules form an integral part of this Agreement;
- (b) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement; and
- (c) if any provision is determined by a court or arbitrator or competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination.

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

Terasen Gas Inc.

by its authorized signatory,

(Signature)

(Name of signatory -- printed)

Title

Lheidli T'enneh

by its authorized signatory,

(Signature)

(Name of signatory – printed)

Title

SCHEDULE "A"

[Description of Lands]

SCHEDULE "B"

[Plan and Description of Existing Works, to be amended annually]

APPENDIX E-3
**APPLICABLE FORMS OF DOCUMENT FOR PUBLIC UTILITY TRANSMISSION
AND DISTRIBUTION WORKS LISTED IN PART 1 OF APPENDIX E-2**

DOCUMENT 6

**RIGHT-OF-WAY AGREEMENT FOR NATURAL GAS
TRANSMISSION WORKS**

This Agreement is made as of _____, 200__

Between

Lheidli T'enneh
1041 Whenun Road
Prince George, British Columbia
V2K 5X8
(the "Grantor")

And:

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

("Terasen")

WHEREAS:

- A. The Grantor, Canada and the Province of British Columbia have entered into a Final Agreement as hereinafter defined; and
- B. In accordance with the Final Agreement, the Grantor wishes to grant to Terasen a right-of-way with respect to the Grantor's Lands as hereinafter defined.

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

1.0 Definitions

- (a) In this Agreement:

"Area of the Works" means those portions of the Lands located within nine (9) metres of either side from the diameter of the Works;

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

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

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

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

"Final Agreement" means [to be defined];

"Lands" means the Grantor's lands identified in Appendix A of the Final Agreement and any other lands that may be added to such Lands;

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

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

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

"Works Area" means those portions of the Lands more particularly described in Section 3 of this Agreement.

- (b) With respect to any obligation on the part of Terasen under this Agreement, any reference to Terasen includes its servants, officers, employees, agents, contractors, sub-contractors,

invitees, licensees, successors, permitted assigns, and those for whom Terasen is responsible in law.

2.0 Grant of Right-of-Way

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

- (a) use the Works Area as follows:
 - (i) excavate for, construct, install, erect, abandon, replace, extend, upgrade, operate, maintain, alter, remove and repair the Works on, over, under, across and through the Works Area;
 - (ii) clear the Works Area and keep it cleared (including pruning or removal) of any trees or growth at any time located therein; and
 - (iii) generally, do all such other acts or things on the Works Area as may reasonably be necessary or incidental to the business of Terasen in connection with any of the foregoing;
- (b) use the Area of the Works as follows:
 - (i) enter, work, inspect, patrol, pass and repass upon, on, and along the Area of the Works;
 - (ii) clear the Area of the Works and keep it cleared of all or any part of any obstruction, improvement or other matter which, in the reasonable opinion of Terasen, might interfere with or endanger the Works, disrupt service to Terasen's customers, or pose a hazard to the Works or persons in relation to the Works;
 - (iii) clear the Area of the Works and keep it cleared (including pruning or removal) of all or any part of any trees or growth which do or might, in the reasonable opinion of Terasen, interfere with or endanger the Works, disrupt service to Terasen's customers, or pose a hazard to the Works or persons in relation to the Works; and
- (c) to enjoy further rights as follows:
 - (i) Terasen may, with the prior written consent of the Grantor, and any party with a registered interest in the affected areas, such consent not to be unreasonably withheld or delayed, cut trees outside the Area of the Works, if in the reasonable opinion of Terasen such trees would threaten to damage the Works or pose a hazard to the Works or persons in relation to the Works;

- (ii) Terasen may pass and repass over existing roads on the Lands for access to and from the Area of the Works, and in the event that such roads become closed to the public for any reason, the Grantor shall nonetheless provide Terasen access to such roads for the purpose for ingress and egress to and from the Area of the Works, to the extent reasonably practicable, or to such alternative access as may be available, at no additional cost to Terasen;
- (iii) If no such road access is available, Terasen may have access to and over other portions of the Lands for access to and from the Area of the Works, provided that such access has been approved by the Grantor, such approval not to be unreasonably withheld or delayed, and by any other person having an interest in such portions; provided that such approval is not required if access is necessary for determining consumption or usage of services, in emergency situations or for normal surveillance or safety inspection purposes;
- (iv) Terasen may enter onto the Lands outside the Area of the Works for the purpose of undertaking works to protect any Works located within the Lands or within an Excluded Area or to protect persons and property that may be at risk from such Works, provided that:
 - (a) Terasen will, wherever practicable, deliver to the Grantor for prior approval a written work plan describing the proposed work on the Lands;
 - (b) the Grantor will not unreasonably withhold or delay approval of such work plan and will not impose any unreasonable conditions relating to the granting of such approval and shall take into consideration the effect of the proposed work, the cost of the proposed work compared to the cost of alternate solution and the extent of the risk of not undertaking the work. If Terasen and the Grantor, each acting reasonably, cannot agree on a work plan within 30 days of receipt by the Grantor of the work plan proposed by Terasen, then either party may refer the disagreement to dispute resolution under Section 17 of this Agreement; and
 - (c) in the event that any damage to the Lands results from the implementation of the work plan by Terasen, Terasen will repair and restore the damaged portion of the Lands as near as is reasonably feasible, to their condition prior to the implementation of the work plan or, at Terasen's discretion, pay to the Grantor appropriate compensation in respect of such damage.

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

3.0 Works Area

- 3.1 The Works Area consists of all portions of the Lands reasonably required by Terasen for the following:
- (a) those Works existing at the date of this Agreement;
 - (b) any additional Works constructed adjacent to, along the sides of and across any of the Grantor's roads from time to time existing on or through the Lands;
 - (c) any additional Works that provide services to any lands adjacent to any roads from time to time existing on or through the Lands;
 - (d) any temporary working space required for the purpose of installation, maintenance and operation of the Works for the duration required for the completion of such activities; and
 - (e) such other portions of the Lands as from time to time consented to in writing by the Grantor, or any delegate appointed by the Grantor.
- 3.2 The parties agree that the as-built drawing attached to this Agreement as Schedule "B" reasonably represents the Works existing as of the date of this Agreement. As and when new works are added to the Lands by Terasen, the parties will update Schedule "B" annually to reflect such new works, it being the intention of the parties for this Agreement and all of its terms and provisions to apply to such new works in their entirety.
- 3.3 Nothing in this Section 3 is intended to affect the rights of Terasen to make arrangements directly with a person in legal possession of any lands for the construction, operation and maintenance of the Works and all matters incidental thereto.

4.0 Non-Exclusive Use

- 4.1 Notwithstanding anything else in this Agreement, Terasen acknowledges and agrees that:
- (a) this Agreement does not grant a fee simple in the Lands to or in favour of Terasen; and
 - (b) the Grantor may permit third parties to have limited surface use of the Right-of-Way Area upon prior written notice to Terasen and with the prior written consent of Terasen and if such consent is granted, only in accordance with the written requirements of Terasen, provided that any such use by third parties shall not compromise or, by action of the Grantor or the grantee, damage, disrupt, adversely affect or interfere with the use by Terasen of the Works or Right-of-

Way Area and in any event, the Grantor shall not do or permit the doing of any the following:

- (i) fencing in of the Right-of-Way Area by a third party; or
- (ii) the planting of any vegetation upon or within the Right-of-Way Area or the cultivation of land inside the Right-of-Way Area to a depth of more than forty-five (45) centimeters.

5.0 Protection of the Environment

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

6.0 Covenants of Terasen

6.1 Terasen covenants with the Grantor to:

- (a) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Terasen, which relate to the Right-of Way Area and which Terasen is liable to pay;
- (b) keep the Right-of-Way Area, and any Works, in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of the Right-of-Way Area by Terasen, provided that Terasen has no obligation to keep any roads within the Right-of-Way Area suitable for use by anyone except Terasen;
- (c) bury and maintain all underground Works as may be required so as not to unduly interfere with the drainage of the Lands;
- (d) take all reasonable steps and precautions to minimize disturbance of any archaeological material discovered by Terasen on the Right-of-Way Area, and to immediately notify the Grantor;
- (e) not bury debris or rubbish of any kind on the Lands in excavations or backfill, and to remove shoring and similar temporary structures as backfilling proceeds; and
- (f) not commit or suffer any willful or voluntary waste, spoil or destruction on the Right-of-Way Area, or anything that may be or become a nuisance or annoyance to the Grantor, except to the extent required by Terasen, acting reasonably, to exercise the rights granted herein.

7.0 New Works Constructed by Terasen

Terasen will, at the request of the Grantor, provide to the Grantor an as-built drawing showing with reasonable accuracy the location of any new works constructed on the Lands which are not alterations, extensions or additions to existing Works.

8.0 Relocation of Works due to change

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

- (a) Terasen will, before undertaking any work, deliver a sketch plan to the Grantor indicating the contemplated relocation of the Works for approval by the Grantor, which approval will not be unreasonably withheld, delayed or made subject to any unreasonable conditions;
- (b) Terasen will take into account any likely material adverse effect of the relocated Works on adjacent lands, and the Grantor will take into account the cost efficiencies of the location selected by Terasen for the relocated Works in relation to alternative locations;
- (c) the relocated Works will be covered by the terms and conditions of this Agreement; and
- (d) subject to the foregoing, the cost of such relocation will be borne by Terasen.

9.0 Relocation of Works at the request of the Grantor

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

- (a) the new location is, in the reasonable opinion of Terasen, suitable for use for the relocated Works considering construction, maintenance and operation, and cost factors;
- (b) the Grantor gives Terasen reasonable notice to permit proper design, planning and construction of the Works to be relocated;
- (c) the Grantor agrees to pay all reasonable costs and expenses, including costs of design, supervision and construction (before any relocation, the Grantor will pay the costs and expenses as estimated by Terasen, with appropriate adjustments based on actuals after the relocation is complete); and

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

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

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

- (a) making, placing, erecting or maintaining any building, structure, excavation, pile of material or obstruction or planning any growth on the Area of the Works which, in the reasonably opinion of Terasen might interfere with or endanger the construction, operation, maintenance or removal of the Works or might reasonably obstruct access by Terasen to the Works; or
- (b) doing any act or thing that might reasonably interfere with or damage the Works or create or increase any hazards to persons in relation to the Works; or
- (c) doing anything that would contravene the provisions of the **Gas Utility Act, Pipeline Act, or Gas Safety Regulation** pursuant to the **Safety Standards Act**, all as amended from time to time.

11.0 Inspections

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

12.0 Restoration

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

12.2 This Section 12 will survive the termination or expiration of this Agreement.

13.0 Removal of Works

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

will remove the Works, where practicable, as soon as reasonably possible in the circumstances.

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

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

14.0 Covenants of the Grantor

14.1 The Grantor covenants with Terasen that:

- (a) Subject to Section 4.1(b), Terasen shall and may peaceably enjoy and hold the Right-of-Way without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any other person lawfully claiming from or under the Grantor, provided however that nothing in this Section 14 shall limit the Grantor's right of inspection pursuant to Section 11.
- (b) the Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, obstruction, equipment, thing or inflammable substance, or plant any growth upon the Area of the Works, if any such action or thing:
- (c) may reasonably interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;
 - (i) may reasonably obstruct access to the Works or any part thereof by those authorized by Terasen;
 - (ii) may by its operation, use, maintenance or existence on the Area of the Works, reasonably create or increase any hazard to persons or property in relation to the Works; or
 - (iii) contravene the provisions of the **Gas Utility Act, Pipeline Act, or Gas Safety Regulation** pursuant to the **Safety Standards Act** as amended from time to time;
- (d) the Grantor will not carry out blasting or aerial logging operations on or adjacent to the Area of the Works without prior written permission from Terasen, which permission will not be unreasonably withheld, delayed or accompanied by unreasonable conditions; and

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

15.0 Compensation for Damages

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

- (a) compensate the Grantor for such damage to structures, buildings, fixtures, improvements, chattels, animals, crops, or merchantable timber; or
- (b) within a reasonable period of time, repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the occurrence of the damage.

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

16.0 Indemnity and Interest

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

- (a) the escape, ignition or explosion from whatever cause whatsoever of natural gas from the Works; or
- (b) any act or omission on the part of Terasen in respect of or in relation to the Works including the construction, maintenance, operation, decommissioning or removal of same.

16.2 Terasen will at all times hereafter pay to the Grantor the amount of any loss or damage which may be suffered or sustained by the Grantor by reason or arising out of the matters set forth in subsections 16.1(a) and 16.1(b), including reasonable administration and legal

costs, provided Terasen has the right to take up the defense of any such matters and the Grantor agrees not to admit liability for, settle or compromise any such matters without the express written consent of Terasen.

17.0 Dispute Resolution

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

- (a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;
- (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute; and
- (c) if the dispute is not resolved within 30 days of the notice to mediate under subsection (b) then, on the agreement of the parties, the dispute may be referred to a single arbitrator for final resolution in accordance with the provisions of the British Columbia Commercial Arbitration Act. If the parties do not agree to arbitration, then any party may refer the matter to a court of competent jurisdiction; except that it is not incompatible with this paragraph for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

18.0 Runs With the Land

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

19.0 Assignment

19.1 This Agreement and the Right-of-Way granted herein may not be assigned or otherwise transferred without the prior written consent of the Grantor, which consent will not be unreasonably withheld, delayed or accompanied by unreasonable conditions, provided, however, that either party may assign or transfer same to an Affiliate without the consent of the other party.

20.0 Notice

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

To the Grantor: Lheidli T'enneh
 1041 Whenun Road
 Prince George, British Columbia

V2K 5X8

Fax: (250) 963-6954
Attention: General Manager

To Terasen: Terasen Gas Inc.
3700 2nd Avenue
Burnaby, British Columbia
V5C 6S4

Fax: (604) 293-8640
Attention: Senior Counsel

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

- (a) if it was delivered personally or by courier, on the next business day;
- (b) if it was sent by fax, on the next business day; or
- (c) if it was sent by mail, on the sixth day after the notice was mailed.

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

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

21.0 General

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

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

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

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

and priority of this Agreement in relation to those portions of the Lands affected by this Agreement.

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

22.0 Interpretation

22.1 In this Agreement:

- (a) all attached schedules form an integral part of this Agreement;
- (b) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement; and
- (c) if any provision is determined by a court or arbitrator or competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination.

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

Terasen Gas Inc.

by its authorized signatory,

(Signature)

(Name of signatory -- printed)

Title

Lheidli T'enneh

by its authorized signatory,

(Signature)

(Name of signatory – printed)

Title

SCHEDULE "A"

[Description of Lands]

SCHEDULE "B"

[Plan and Description of Existing Works, to be amended annually]

APPENDIX E-3
APPLICABLE FORMS OF DOCUMENT FOR PUBLIC UTILITY TRANSMISSION
AND DISTRIBUTION WORKS LISTED IN PART 1 OF APPENDIX E-2

DOCUMENT 7

AGREEMENT FOR INSTALLATION AND OPERATION OF
TELECOMMUNICATION FACILITIES

THIS AGREEMENT made the __day of ____, 2006.

BETWEEN:

Lheidli T'enneh, having its office at 1041 Whenun Road,
Prince George, British Columbia, V2K 5G5
("Lheidli T'enneh")

AND:

SHAW CABLESYSTEMS LIMITED, a company
incorporated under the laws of Alberta with an office at
Suite 900, 630 3rd Avenue, S.W., Calgary, Alberta, T2P
4L4
("Shaw")

WHEREAS:

- A. Lheidli T'enneh is the owner of certain lands located in British Columbia as more particularly described in Schedule "A" attached hereto as may be amended from time to time (the "Lands");
- B. Shaw is a telecommunications carrier and a public utility and has requested the right to access and use the Permit Area (hereafter defined) for the purpose of installing, maintaining, operating, repairing, replacing and removing its Facilities (hereafter defined);
- C. Lheidli T'enneh has agreed to grant Shaw the right to access and use the Permit Area for the purpose of installing, maintaining, operating, repairing, replacing and removing its Facilities, upon and subject to the following terms and conditions.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of these presents and the mutual covenants herein contained, the parties hereto agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement the following terms will have the respective meanings ascribed to them as set forth below:

- (a) **“Affiliate”** will have the meaning ascribed to it in the *Canada Business Corporation Act*, as amended or replaced from time to time;
- (b) **“Agreement”** means this agreement and all schedules attached hereto as may be amended from time to time in accordance with the terms of this Agreement;
- (c) **“Artifact”** means any object created by, traded to, commissioned by or given as a gift to a Lheidli T’enneh person or Lheidli T’enneh community, or that originated from a Lheidli T’enneh community, or Lheidli T’enneh heritage site and that has past and ongoing importance to the Lheidli T’enneh culture or spiritual practices, but does not include any object traded to, commissioned by or given as a gift to another First Nation or person;
- (d) **“Authority”** means any Lheidli T’enneh, federal, provincial, or other governmental or local governmental authority having jurisdiction;
- (e) **“Hazardous Substances”** means any distinguishable kind of substance, material or thing or combination of substances, materials or things which could cause an adverse effect on, or which is dangerous or detrimental or potentially dangerous or detrimental to any part of the environment, including a substance, material or thing included in or containing components included in the definition or meaning or any variation of any such term, or any term of similar meaning or intent, in any environmental law or which is regulated under any environmental law governing the Permit Area;
- (f) **“Lands”** has the meaning set out in recital A hereof;
- (g) **“Laws”** means all statutes, regulations, bylaws, and lawful requirements of any Authority;
- (h) **“Permit Area”** means that portion of the Lands more particularly described in Schedule “B” of this Agreement;
- (i) **“Permit Rights”** means those rights, privileges, licenses, liberties and permits granted to and held by Shaw as set out in section 2.1 of this Agreement;
- (j) **“Facilities”** means the works, including conduits, cables, pipes, transformers, poles, valves, meters, drainage facilities, communication transmission facilities, retransmission facilities, electrical energy transmission facilities, fibre optic cross connection equipment, sac boxes and other storage facilities, equipment and apparatus associated therewith all of which is owned by Shaw and is necessary or convenient for the purpose of Shaw’s telecommunication transmission business all of which may be located under, over, in, across, on and/or through the Permit

Area, by any facility, apparatus or other thing that is usual or is capable of being used for telecommunication transmissions, including, without limitation, any wire, cable, radio, optical or other electromagnetic system, but not including poles or other equipment owned by a third party service provider or licensee of the Lands;

- 1.2 With respect to any obligation and/or right on the part of Shaw under this Agreement, any reference to Shaw includes its servants, officers, employees, agents, contractors, sub-contractors, invitees, licensees, successor, permitted assigns, and those for whom it is responsible in law; provided that such parties are acting within the scope of their authority under direction from Shaw.
- 1.3 Words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine and neuter where the context so requires.

2.0 GRANT

- 2.1 Lheidli T'enneh hereby grants Shaw the right, privilege, license, liberty and permit on a non-exclusive basis over the Permit Area commencing on the date first written above and continuing so long as any of the Permit Rights are required by Shaw:

(a) to use the Permit Area as follows:

- (i) to construct, install, remove, operate, maintain, repair and replace the Facilities under, over, in, on and through the Permit Area for the purpose of Shaw's telecommunication business and undertaking;
- (ii) generally, to do all such other acts or things in the Permit Area as may be reasonably necessary or incidental to the business of Shaw in connection with the foregoing, but does not include the right to:
 - (A) place upon the Permit Area any permanent buildings, storage facilities or any similar permanent improvement not described in the definition of Facilities, without the prior written consent of Lheidli T'enneh, which consent shall not be unreasonably withheld or delayed;
 - (B) excavate, drill, install or erect, or permit to be excavated, drilled, installed or erected upon or under the Permit Area, any pit, well, foundation, pavement, building or other structure or installation not in the definition of Facilities, without the prior written consent of Lheidli T'enneh, which consent shall not be unreasonably withheld or delayed;

- (b) to pass and repass over existing roads on the Lands outside of the Permit Area as may reasonably be needed by Shaw for access to and from the Permit Area, provided that:

- (i) if no road is available to Shaw to access the Permit Area another access route may be obtained, subject to prior approval by Lheidli T'enneh, which approval is not to be unreasonably withheld or delayed; and
- (ii) if no road is available to access the Permit Area and Shaw's access is necessary due to an emergency situation regarding the Facilities, Shaw may use such other access route without the prior approval of Lheidli T'enneh, provided that it notify Lheidli T'enneh of such access after the emergency situation has been rectified.
- (c) to trim, cut back or remove any trees or shrubs in the Permit Area which because of overhanging branches or extensive root growth causes or are likely to cause interference with the Facilities or with their installation, operation, maintenance, or removal. Reasonable care shall be taken by Shaw to avoid unnecessary damage to trees, shrubs, grasses or plants located within the Permit Area.

3.0 NATURE OF PERMIT RIGHTS

- 3.1 Shaw and Lheidli T'enneh mutually covenant and agree that the rights granted to Shaw hereunder are of the nature of an interest in the Permit Areas and does not and will not be deemed to grant, convey or confer on Shaw any right *in rem* or any estate in the Land of or title to the Permit Area.

4.0 CONSTRUCTION AND OWNERSHIP OF FACILITIES

- 4.1 Shaw shall, at its own expense, as soon as reasonably possible after the construction of the Facilities and at all times thereafter, remove all surplus soil and debris and do all grading, repair and replacements and perform such other work which is necessary to restore the Permit Area to the same or similar state and condition in which it was prior to the construction, operation, maintenance, repair or renewal of the Facilities to the satisfaction of Lheidli T'enneh, acting reasonably. Shaw shall be responsible for any damage it causes to the property of Lheidli T'enneh in respect of the Permit Area or the Lands in any manner caused by anything done or omitted to be done by Shaw in the exercise or enjoyment of the Permit Rights granted herein.
- 4.2 Notwithstanding any rule of law or equity to the contrary, the Facilities shall at all times remain the property of Shaw, notwithstanding that the Facilities may be annexed or affixed to the Permit Area. At the termination of this Agreement, or when a portion of the Facilities is no longer required by Shaw, Shaw may remove the Facilities and shall repair any damage caused as a result of such removal thereof.

5.0 NON-EXCLUSIVE USE AND NON-INTERFERENCE

- 5.1 Notwithstanding anything else in this Agreement, Shaw acknowledges and agrees that:
 - (a) this Agreement does not grant a fee simple in the Lands but rather grants a non-exclusive license to use the Permit Area; and

(b) subject to the Permit Rights, Lheidli T'enneh may grant other interests on the Lands.

5.2 Notwithstanding anything else contained in this Agreement to the contrary, Lheidli T'enneh acknowledges and agrees that it shall not do or permit to be done any act or thing, which may, as reasonably determined by Shaw, damage the Facilities or interfere with Shaw's use and operation of the Facilities.

6.0 CONSIDERATION

6.1 Shaw will pay Lheidli T'enneh the amount of _____ (\$_____), on or before the execution of this Agreement, for the use and benefit of the Permit Area.

7.0 TAXES AND LEVIES

7.1 Shaw will pay all charges, taxes, rates and assessments by an Authority and which are lawfully payable by Shaw in respect of the Facilities.

8.0 LAWS AND STANDARDS

8.1 Shaw will, at its own expense, promptly observe, perform, execute and comply with all applicable Laws of any Authority having proper jurisdiction concerning the Facilities constructed within the Permit Area or any activities of Shaw on the Lands under this Agreement.

9.0 ENVIRONMENT

9.1 Should the Facilities or any action by Shaw on the Permit Area pursuant to this Agreement contribute to any detrimental environmental changes for which remedial action is necessary in accordance with regulations and standards established by applicable Lheidli T'enneh, federal and/or provincial legislation, Shaw will immediately undertake, at its own cost, the required remedial action to the extent of its contribution.

9.2 Shaw acknowledges and agrees that, notwithstanding any rule of law to the contrary, any Hazardous Substances, which are located, stored or incorporated in or on the Permit Area or any part of the Lands as a result of any action or inaction on behalf of Shaw will remain the sole and exclusive property of Shaw and will not become the property of Lheidli T'enneh regardless of any degree of affixation of the Hazardous Substances to the Permit Area or the Lands. This section will survive the expiration or earlier termination of this Agreement, save only that, to the extent that the performance of any obligation pertaining to it requires access to or entry upon the Permit Area after the expiration or earlier termination of this Agreement, Shaw will have entry and access to the Permit Area.

9.3 Notwithstanding any provision contained hereunder to the contrary, Shaw shall not be responsible for any Hazardous Substances that is or was present in or on the Permit Area and/or the Lands prior to the work by or on behalf of Shaw with respect to its Facilities or

if such Hazardous Substance was brought by any person for whom Shaw is not responsible for at law.

10.0 DEBRIS REMOVAL

- 10.1 Shaw will remove all garbage and debris deposited by it from or at the Permit Area as construction of the Facilities progresses and will maintain the Permit Area free and clear of garbage and debris.

11.0 ARTIFACTS AND SURVEY MONUMENTS

- 11.1 Shaw will immediately notify Lheidli T'enneh of any Artifact unearthed or discovered by it in the course of its operations on or at the Permit Area and will continue its operations in a manner so as to avoid any and all further damage, injury or destruction to such Artifact, ensuring the preservation of the same.
- 11.2 Shaw will ensure that all legal control survey monuments are protected and not disturbed, damaged or destroyed during any construction or maintenance which is undertaken by it or on its behalf on the Permit Area. Should any monuments be disturbed, damaged or destroyed, Shaw, at its own expense, will replace such monuments by a duly qualified Land Surveyor to the satisfaction of Lheidli T'enneh, acting reasonably.

12.0 FENCING AND USE OF THE PERMIT AREA

- 12.1 Shaw will not fence the Permit Area, without the prior consent of Lheidli T'enneh.
- 12.2 Lheidli T'enneh will not:
- (a) make, place, erect or maintain any building, structure, excavation, pile of material or obstruction or planting any growth on the Permit Area which, in the reasonable opinion of Shaw might interfere with or endanger the construction, operation, maintenance or removal of the Facilities or might obstruct access by Shaw to the Facilities; or
 - (b) do any act or thing which might, in the reasonable opinion of Shaw interfere with or damage the Facilities or create or increase any hazards to persons.

13.0 INSPECTIONS

- 13.1 Shaw will keep the Facilities in good repair and it will be lawful for Lheidli T'enneh at all reasonable times to enter upon the Permit Area for the purposes of examining the Permit Area and the Facilities.

14.0 INSURANCE

- 14.1 Shaw shall, at its own expense, obtain and maintain insurance, or provide reasonable evidence of insurance, in the amount of not less than Five Million Dollars (\$5,000,000.00) for each occurrence against claims for personal injury, death, property

damage and loss which may arise under this Agreement, including, but not limited to, the construction, maintenance or operation of the Facilities or any act or omission of Shaw.

14.2 All insurance policies will be on the following terms:

- (a) Lheidli T'enneh shall be an additional insured;
- (b) the policy will contain an agreement by the insurer that it will not cancel or alter the policy without first giving Lheidli T'enneh at least thirty (30) days prior written notice; and
- (c) the policy will include protective liability for acts performed by Shaw and/or its contractors or their subcontractors, employer's liability (or contingent employer's liability where worker's compensation insurance applies), and unlicensed and specially licensed vehicle liability coverage.

14.3 Shaw, including its contractors and sub-contractors, shall make and maintain all required workers' compensation insurance payments.

15.0 NUISANCE

15.1 Where, as a result of any act or omission by Shaw relative to this Agreement, a nuisance exists, Lheidli T'enneh may, by written notice, order Shaw to abate the nuisance. If Shaw fails to do so within a reasonable time, Lheidli T'enneh may take whatever steps may be necessary to abate the nuisance and Shaw will be liable for the direct cost thereof; provided, however, that the existence or the use of the Facilities on the Permit Area will not constitute a nuisance.

16.0 QUIET ENJOYMENT

16.1 Subject to performing and observing all the covenants and conditions on its part to be performed and observed, Shaw will peaceably hold and enjoy the Permit Rights without hindrance, molestation or interruption on the part of Lheidli T'enneh.

17.0 ASSIGNMENT

17.1 This Agreement and the Permit Rights may:

- (a) not be assigned or otherwise transferred without the prior written consent Lheidli T'enneh which consent will not be unreasonably withheld or delayed; and
- (b) be assigned or otherwise transferred to an Affiliate or to a purchaser of all or substantially all of Shaw's assets located in the Permit Area,

provided that the assignment or transfer to an assignee who is the purchaser of all or substantially all of Shaw's assets located on the Permit Area agree in writing to assume all of Shaw obligations under this Agreement effective as of the assignment date.

18.0 INDEMNITY AND INTEREST

- 18.1 Each party (the “Indemnifying Party”) agrees that it shall be liable to the other party, its officers, employees, servants and agents (collectively, the “Indemnified Party”) for all losses, costs, expenses (including all reasonable legal and other professional fees and disbursements) and damages whatsoever which the Indemnified Party may suffer, sustain, pay or incur and shall indemnify and hold harmless the Indemnified Party from and against all actions, proceedings, claims and demands whatsoever which may be brought or made against the Indemnified Party or suffered or incurred by the Indemnified Party, by reason of any damage to property, including property of Indemnified Party, or injury, including injury resulting in death, to persons, including the employees, servants, agents, licensees and invitees of the Indemnified Party, whether in contract, tort or otherwise, by reason of or arising out of or attributable to any act or omission of the Indemnifying Party under this Agreement and/or relating to the Lands and the Permit Area except where any losses, costs, expenses (including all reasonable legal and other professional fees and disbursements) and damages are due to the wrongful act, omission, default or negligence of the Indemnified Party and/or by those for whom it is in law responsible.
- 18.2 Notwithstanding any provision contained in this Agreement to the contrary, neither party shall be liable to the other party in any way for indirect or consequential losses or damages, or damages for pure economic loss, howsoever caused or contributed to or in connection with this Agreement.

19.0 BREACH

- 19.1 If Shaw fails to perform or observe any material covenant contained in this Agreement, Lheidli T’enneh will be entitled to give Shaw notice of breach of covenant and if Shaw fails to rectify the breach to the reasonable satisfaction of Lheidli T’enneh within ninety (90) days of receipt of such notice, or if the breach is one which cannot reasonably be remedied within ninety (90) days, within such further period as Shaw may request and Lheidli T’enneh may approve, such approval not to be unreasonably withheld or delayed, it will be lawful for Lheidli T’enneh to authorize the rectification of such breach in any manner Lheidli T’enneh deems appropriate at the sole expense of Shaw which expense will be expeditiously paid to Lheidli T’enneh upon demand.

20.0 DISPUTE RESOLUTION

- 20.1 The parties shall attempt to settle any dispute arising out of or pursuant to this Agreement through good-faith negotiations among the parties.
- 20.2 Failing a negotiated agreement, the parties may then refer the matter to mediation, arbitration or other alternative to court dispute resolution mechanisms by mutual written consent. Absent such consent or failing the resolution of the matter through these means, the matter may be referred to a court or regulatory authority of competent jurisdiction.

- 20.3 During any stages in this dispute resolution process, the parties will continue to perform their obligations under this Agreement.
- 20.4 Any resolution of the dispute will be in accordance with the applicable laws of Lheidli T'enneh and the Province of British Columbia.

21.0 WAIVER

- 21.1 No waiver on behalf of any party of any breach will take place or be binding unless it is expressed in writing and any waiver will not be deemed to be a general waiver or to limit or affect the rights of any such party with respect to any other future breach.

22.0 NOTICE

- 22.1 Any notice or demand required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently given by personal delivery or by facsimile or other electronic transmission (receipt confirmed) to the parties at the following addresses:

To Lheidli T'enneh:

1041 Whenum Road
Prince George, British Columbia
V2K 5G5

Attention: General Manager
Fax: 250-963-6954

To Shaw:

Shaw Cablesystems Limited
Suite 900, 630 – 3rd Avenue S.W.
Calgary , Alberta
T2P 4L4

Attention: Vice-President of Operations
With a copy to: Legal Department
Fax: 403-716-6544

- 22.2 Any notice may also be given by prepaid registered mail and such notice shall be effective on the third day following the date of mailing, except in the event that there is a disruption in postal services at the date of mailing in which case notice may be effected by courier or by personal delivery or a facsimile transmission as stated above. Any notice so given shall be deemed to have been received on the date on which it was delivered in person or, if transmitted by facsimile, on the date it was transmitted. Lheidli T'enneh and Shaw may change their respective addresses by notice in writing to each other.

23.0 GENERAL

- 23.1 The headings are included only for convenience and do not form part of the covenants, provisos and agreements.
- 23.2 This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns and this Agreement will be binding upon any residents, users, or occupiers of any portion of the Permit Area from time to time.
- 23.3 This Agreement shall be governed by and construed in accordance with the applicable laws of Lheidli T'enneh and the Laws Canada and the Province of British Columbia.
- 23.4 The terms and conditions herein set forth constitute the entire agreement between the parties with respect to the subject matter and shall supersede any and all prior agreements, undertakings, representations and communications between the parties. No modification of this Agreement shall be binding unless made in writing and properly executed by each of the parties hereto.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

WITNESS to the signature of Lheidli)
T'enneh's authorized signatory:)

Signature)

Name)

Title)

Lheidli T'enneh

[name and title]

The Corporate Seal of **SHAW**)
CABLESYSTEMS LIMITED was)
hereunto affixed in the presence of:)
_____)
Authorized Signatory)
_____)
Authorized Signatory)
I/We are authorized to bind Shaw)
Cablesystems Limited)

(C/S)

SCHEDULE “A”

Lheidli T’enneh is the owner of certain lands in British Columbia as more particularly shown in Appendix A of the Lheidli T’enneh Final Agreement entered into between Lheidli T’enneh, Canada and British Columbia.

SCHEDULE “B”

Defines the Permit Area(s)

APPENDIX E-4
INTERESTS ON LHEIDLI T'ENNEH LANDS

**APPLICABLE FORMS OF DOCUMENT FOR ACCESS TO
ESTATES IN FEE SIMPLE LISTED IN PART 2 OF APPENDIX E-2**

Document 1	Grant of Private Road Easement
------------	--------------------------------

APPENDIX E – 4
APPLICABLE FORMS OF DOCUMENT FOR ACCESS TO ESTATES IN FEE
SIMPLE LISTED IN PART 2 OF APPENDIX E-2

DOCUMENT 1

GRANT OF PRIVATE ROAD EASEMENT

THIS AGREEMENT is dated [*insert month, day, year*].

BETWEEN:

LHEIDLI T'ENNEH
[insert address]
(the "Owner")

AND:

[*Insert legal name of grantee*]
of
[*insert address*]
, (the "Grantee")

WHEREAS:

- A. The Grantee wishes an easement over the Servient Lands to provide access to the Grantee's Property.
- B. The Owner is willing to grant to the Grantee an easement over the Servient Lands to provide access to the Grantee's Property.

Therefore in consideration of the payment of the fee to be paid by the Grantee, and the Grantee's covenants as set out in this Agreement, the Owner and Grantee agree as follows:

1. Definitions

"**Grantee's Property**" means the lands described in Schedule A attached to this Agreement.

"**Easement Area**" means that portion of the Servient Lands as described in [*Schedule xx*] attached to this Agreement.

"Security" means the security for the performance of the Grantee's obligations as set out in paragraph 11 in the amount of [\$xx].

"Servient Lands" means the lands described in [*Schedule xx*] attached to this Agreement.

"Special Conditions" means the conditions, if any, set out in [*Schedule xx*] attached to this Agreement.

2. **Rights and Privileges on Easement Area**

By this Agreement the Owner grants to the Grantee, and its invitees, permittees, representatives, employees, and agents, their heirs, executors, administrators and assigns, the full, free and uninterrupted easement, right and liberty over the Easement Area to enter on and use the Easement Area for the purpose of constructing and maintaining (including trimming or removing trees and vegetation) a road and using the Easement Area as a road to give pedestrian and vehicular access to the Grantee's Property.

3. **Duration**

This Easement is appurtenant to the Grantee's Property and passes with a conveyance or other disposition of the estate in fee simple of the Grantee's Property, and is binding on the Servient Lands.

4. **Annual Fee**

The Grantee will pay the Owner an annual fee in advance in the amount of [\$xx], to cover the Owner's costs of administering this Agreement.

5. **Covenant**

The obligation of the Grantee in this Agreement constitutes both contractual obligations and covenants under Section 219 of the *Land Title Act* in respect of the Grantee's Property and runs with the Grantee's Property and binds successors in title.

6. **Non Exclusive Use**

This Agreement will not entitle the Grantee to exclusive possession of the Easement Area and the Owner reserves the right to grant other dispositions of the Easement Area so long as the grant does not impair the Grantee's permitted use of the Easement Area.

7. **Covenants of the Grantee**

The Grantee covenants with the Owner:

- (a) to pay the annual fee as described in paragraph 4 at the address of the Owner set out above or at such other place as the Owner may specify under paragraph 14;
- (b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to

the Easement Area or any of the Grantee's improvements on the Easement Area 'which the Grantee is liable to pay;

- (c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority, including an Owner government, in any way affecting the Easement Area and improvements situate thereon, or their use and occupation;
- (d) not to commit or suffer any wilful or voluntary waste, spoil or destruction on the Easement Area or do or suffer to be done thereon by its invitees, permittees, representatives, employees, or agents, or anyone for whom the Grantee is responsible at law, anything that may be or becomes a nuisance;
- (e) not to bury debris or rubbish of any kind on the Easement Area;
- (f) not to commit or suffer any wilful or voluntary waste, spoil or destruction on the Easement Area, or anything that may be or become a nuisance or annoyance to the Servient Lands;
- (g) to deliver to the Owner from time to time, upon demand, proof of insurance required under this Agreement, receipts or other evidence of payment of any taxes or charges owing, and other monetary obligations of the Grantee required to be observed by the Grantee pursuant to this Agreement;
- (h) to indemnify and save harmless the Owner against all losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of:
 - i. any breach, violation or non-performance of any covenant, condition or obligation under this Agreement by the Grantee; and
 - ii. any personal injury, death, or property damage, arising out of the Grantee's use or occupation of the Easement Area under this Agreement,

and the Owner may add the amount of any losses, damages, costs and liabilities to the fees payable under paragraph 4, and the amount added will be payable to the Owner immediately.

- (i) to keep the Easement Area in a safe, clean and sanitary condition satisfactory to the Owner acting reasonably, and to make safe, clean and sanitary any portion of the Easement Area or any improvement thereon that the Owner, acting reasonably, may direct by notice in writing to the Grantee;
- (j) to permit the Owner or its authorized representative to enter upon the Easement Area at any time to examine its condition;
- (k) to use and occupy the Easement Area in accordance with the provisions of this Agreement including the Special Conditions, if any, set out in [*Schedule xx*];

- (l) on the expiration or at the earlier cancellation of this Agreement:
 - i. to quit peaceably and deliver possession of the Easement Area to the Owner;
 - ii. to de-commission the road, including the removal of any structures or works on the Easement Area, and restore the surface of the Easement Area to the satisfaction of the Owner acting reasonably;and to the extent necessary, this covenant shall survive the expiration or cancellation of this Agreement;
- (m) to obtain and keep in force insurance covering the Owner and the Grantee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Easement Area to an amount not less than \$1,000,000.00;
- (n) notwithstanding subparagraph (m), the Owner may from time to time, acting reasonably, considering the amount of insurance a prudent owner would carry, require the Grantee to increase the amount of insurance and the Grantee will, within 60 days of receiving the request, obtain the required additional insurance and deliver to the Owner written confirmation of the change;
- (o) not to interfere with the activities, works or other improvements of any other person who enters on or uses or occupies the Easement Area under a subsequent right or interest granted by the Owner, or who is otherwise authorized by the Owner to enter on or use or occupy the Easement Area, in accordance with paragraph 6; and
- (p) if the Grantee, or its agents, contractors or representatives, discover any archaeological material on the Easement Area, to take all reasonable steps and precautions to minimize disturbance of that material, and to immediately notify the Owner.

8. Cancellation

- (a) Despite any other provision of this Agreement, this Agreement may be cancelled if the Grantee fails or refuses to observe or perform any term in this Agreement, and the failure continues after the Owner gives written notice of the failure to the Grantee for a period of:
 - i. 30 days; or
 - ii. 150 days, if the failure because of its nature reasonably requires more than 30 days to cure, and provided that the Grantee proceeds diligently and continuously to cure the failure,then the Owner may by further written notice to the Grantee cancel this Agreement and despite paragraph 7(1), any fixtures to the Easement Area will, at the discretion of the Owner, become the property of the Owner.

- (b) The Grantee may at any time deliver a written notice to the Owner cancelling this Agreement and the Easement and other right herein granted will terminate upon receipt by the Owner of such written notice.

9. Relocation of Easement Area

If the Owner requires the Easement Area for another purpose, the Owner may, on 180 days written notice to the Grantee and in consultation with the Grantee:

- (a) at its cost locate and construct an alternate road providing access to the Grantee's Property) to a standard at least equivalent to the original road;
- (b) grant a replacement Agreement for the alternate road on the same terms as this Agreement; and
- (c) by further written notice to the Grantee cancel this Agreement;

and on cancellation the Grantee will quit peaceably and deliver possession of the Easement Area, except that the Grantee may, at its election, within 60 days of the cancellation, or such longer time as reasonably required, remove any fixtures from the Easement Area, but the Grantee will not be required to comply with paragraph 7(1)(ii).

10. Third Party Notice

The Owner will not dispose of, or agree to dispose of, the Servient Lands without first notifying any intended purchaser of the existence of this Agreement.

11. Ownership of Commercially Valuable Timber

All timber of commercial value on the Easement Area will remain the property of the Owner.

12. Security

The Grantee will deliver the Security to the Owner within 30 days of the commencement of this Agreement, and in any event prior to the Grantee's use of the Easement Area, as security for the performance of the Grantee's obligations under this Agreement, and the following will apply:

- (a) the Grantee will maintain the Security in full until the later of:
 - i. the termination of this Agreement; or
 - ii. the complete fulfillment of all of the Grantee's obligations under this Agreement;
- (b) if the Grantee defaults in the performance of any of its obligations under this Agreement, the Owner may, in its sole election, draw on and use the Security to reimburse the Owner for all reasonable costs and expenses, including legal and other professional services costs if any, caused by or arising out of the Grantee's breach, and in the event of a call on the Security of the Grantee will, as a condition of the continuation of this Agreement, immediately pay to the Owner the amount of the draw so that the full amount of the Security is available.

13. Disputes

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

- (a) the parties will attempt to resolve disputes by good faith negotiations, including timely disclosure of all relevant facts, information and documents;
- (b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute;
- (c) if the dispute is not resolved within 30 days of the notice to mediate under subparagraph (b) then, on the agreement of both parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration then either party may refer the matter to the courts;

except that it is not incompatible with this paragraph for a party to apply to a court at any time for interim or conservatory relief, and for the court to grant that relief.

14. Notice

If notice is required or permitted under this Agreement, the notice:

- (a) must be in writing;
- (b) must be delivered to the address set out above, or other address as specified in writing by a party; and
- (c) may be given in one or more of the following ways:
 - i. delivered personally or by courier, and it will be deemed received on the next business day;
 - ii. delivered by fax, and it will be deemed received on the next business day; or
 - iii. mailed by pre-paid post in Canada, and it will be deemed received on the eighth business day following.

15. Waiver and Consent

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

16. Remedies

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

17. Enurement

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

18. **Interpretation**

In this Agreement:

- (a) all attached schedules form an integral part of this Agreement;
- (b) unless the context otherwise requires, the singular includes the plural and the masculine include the feminine gender, body politic and a corporation;
- (c) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the Agreement;
- (d) a reference to an enactment of British Columbia or of Canada will be deemed to include a reference to any subsequent amendments or replacements; and
- (e) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination.

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

LHEIDLI T'ENNEH

Per *[insert name]*

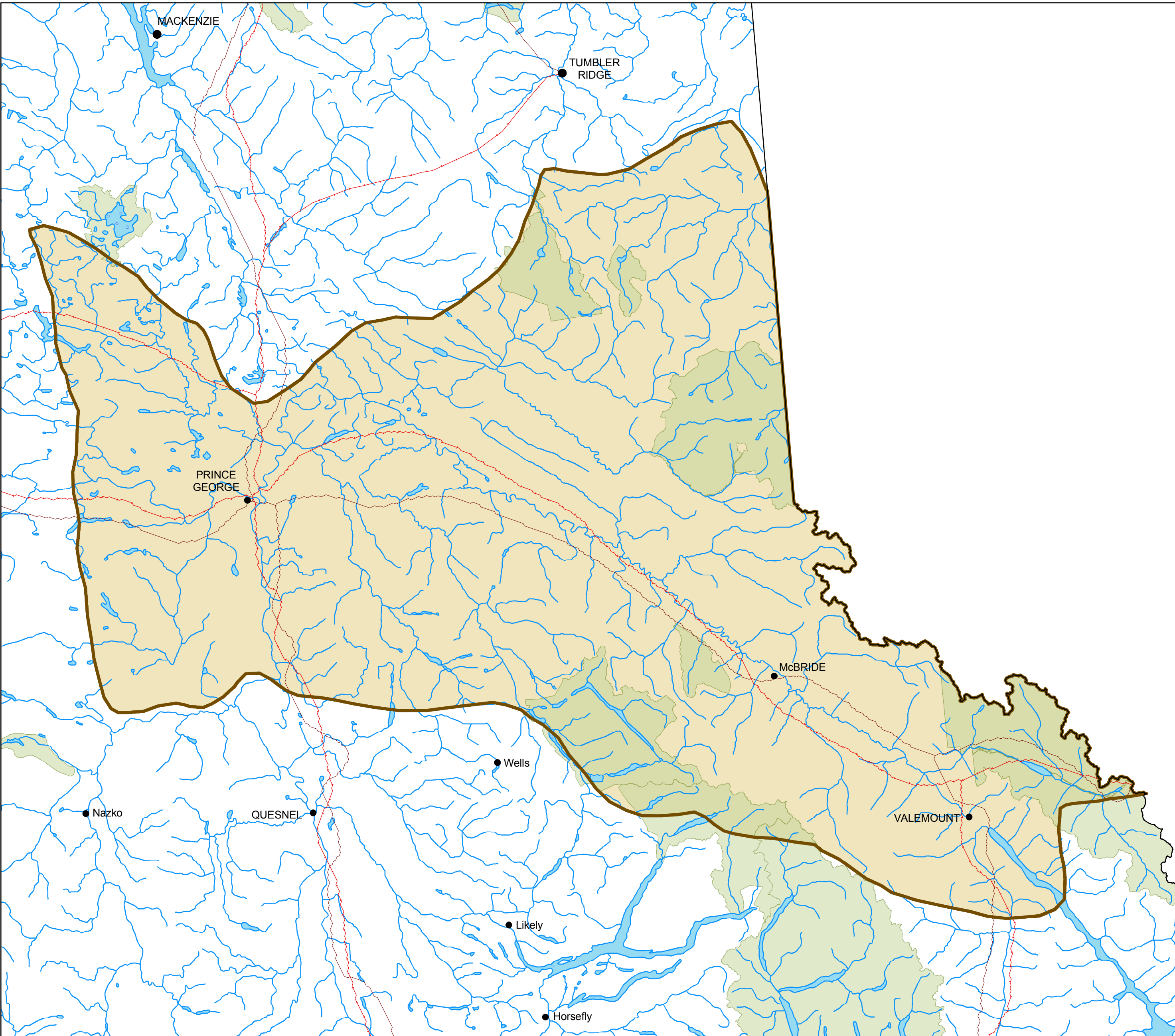
Per *[insert name]*

GRANTEE

Per *[insert name]*
(authorized signatory of Grantee)

APPENDIX F

MAP OF LHEIDLI T'ENNEH AREA

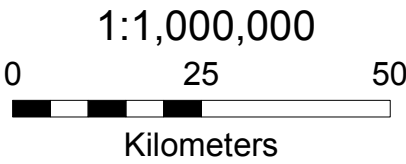
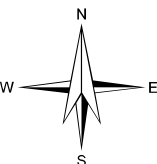


Lheidli T'enneh Area

LEGEND

-  Lheidli T'enneh Area
-  Provincial Parks and Protected Areas
-  Community
- Transportation**
 -  Road (Paved)
 -  Road (Gravel)
 -  Railway
 -  Waterbody
 -  Water course - permanent

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE LHEIDLI T'ENNEH GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.



Ratio scale correct at 22"x17" pagesize

Base Data Derived From - NTS 1:250,000 Data
Land District - Cariboo
BC Watershed Atlas
Lheidli T'enneh Area boundary from BC
Treaty Commission Statement of Intent dataset

APPENDIX G

FUTURE ACQUISITIONS

Appendix G-1	Canadian National Railway Company Sidings
Appendix G-2	Cale Creek
Plan 1	Cale Creek
Appendix G-3	Purden Lake
Plan 1	Purden Lake
Appendix G-4	Shelley B, C and D
Plan 1	Shelley B
Plan 2	Shelley C
Plan 3	Shelley D
Appendix G-5	Parties entitled to replacement tenures on Shelley Future Acquisition Lands

**APPENDIX G – 1
FUTURE ACQUISITIONS**

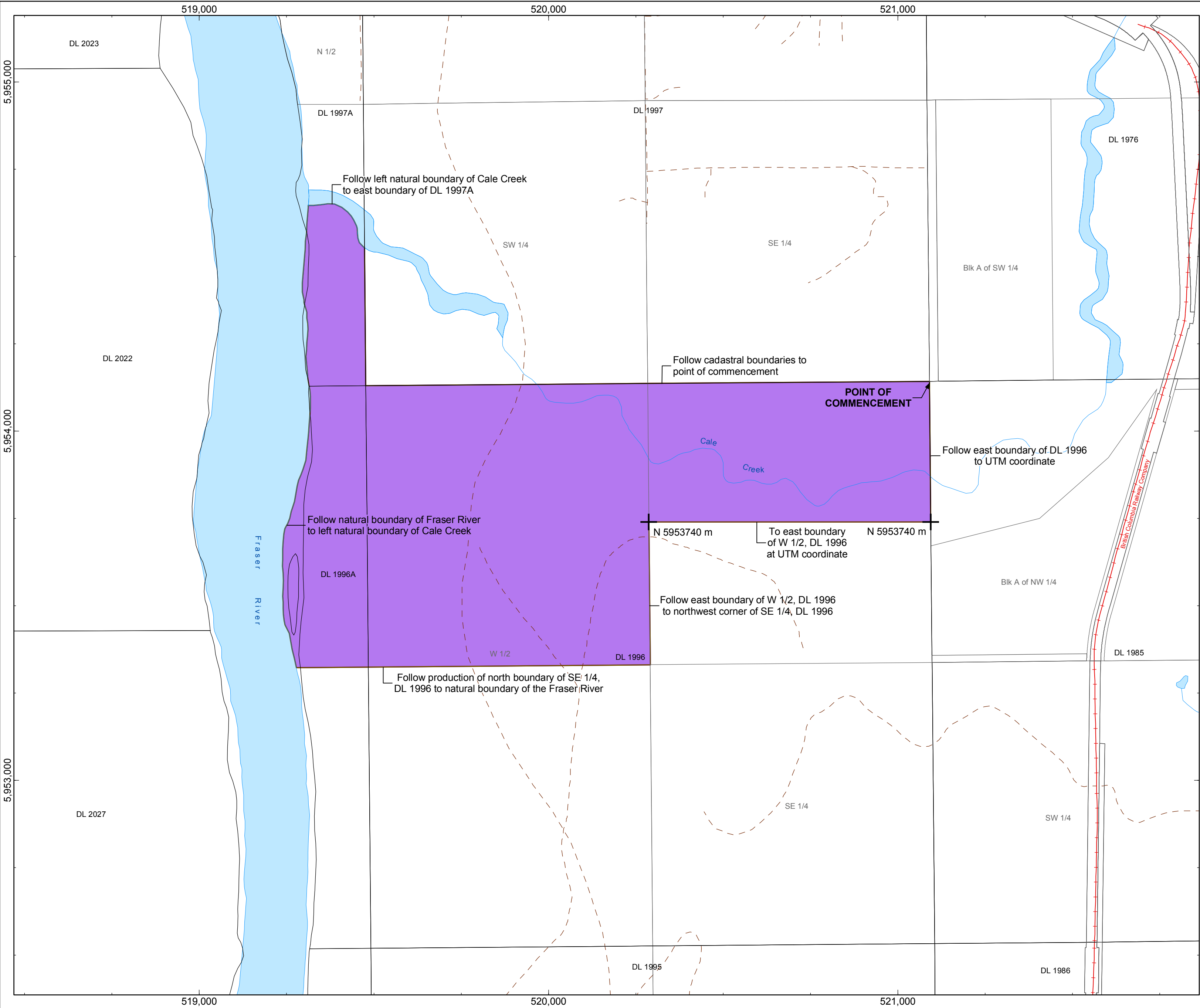
CANADIAN NATIONAL RAILWAY COMPANY SIDINGS

Metes and Bounds Description	Adjacent to Land Illustrated in
That portion of the railway right of way through Fort George Indian Reserve Number 2 as shown on Plan RR1237B filed in the Canada Lands Surveys Records, more specifically described as: A strip of land approximately 30.48 metres wide, lying between the south boundary of the Reserve as shown on Plan RR1237B and chainage 310+00 as shown on Plan RR1237B, and lying northwesterly of a line drawn parallel to and perpendicular distance of 30.48 metres northwesterly of the centreline of the railway right of way shown on Plan RR1237B.	Appendix A-2, Part 2, Plan 2
That portion of the railway right of way through Salaquo Indian Reserve Number 4 as shown on Plan RR1233A filed in the Canada Lands Surveys Records, more specifically described as: A strip of land approximately 30.48 metres wide, lying between the north bank of the Salaquo (Mud) River and chainage 656+36.7 as shown on Plan RR1233A and lying southeasterly of a line drawn parallel to and perpendicular distance of 30.48 metres southeasterly of the centreline of the railway right of way shown on Plan RR1233A.	Appendix A-2, Part 2, Plan 4

**APPENDIX G – 2
FUTURE ACQUISITIONS**

CALE CREEK

Plan 1 Cale Creek



Future Acquisitions

Legend

- Subject Lands
- Lheidli T'enneh Lands
- Exceptions to Lheidli T'enneh Lands
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Parks and Protected Areas
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Railway
- Electrical Transmission Line
- Pipeline

Water Body

Watercourse - Permanent

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE LHEIDLII T'ENNEH GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.

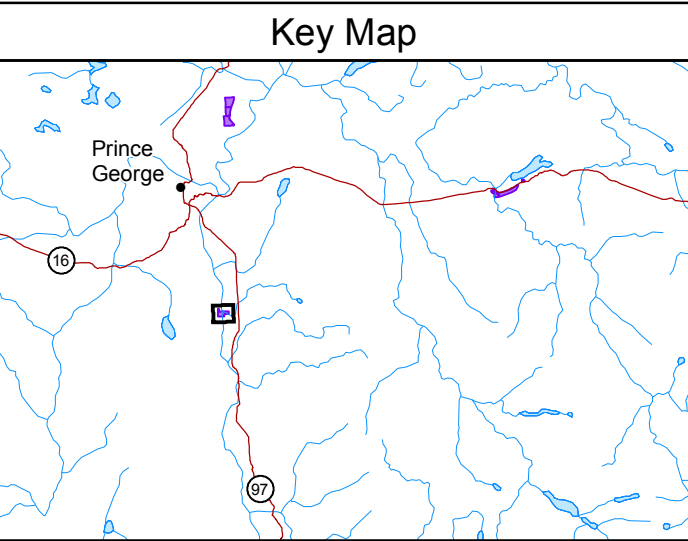
1:8,000

0 0.25 0.5 Kilometers

Ratio scale correct at 22"x17" pagesize

Point of Commencement

Northeast corner of DL 1996, Cariboo District, thence clockwise.



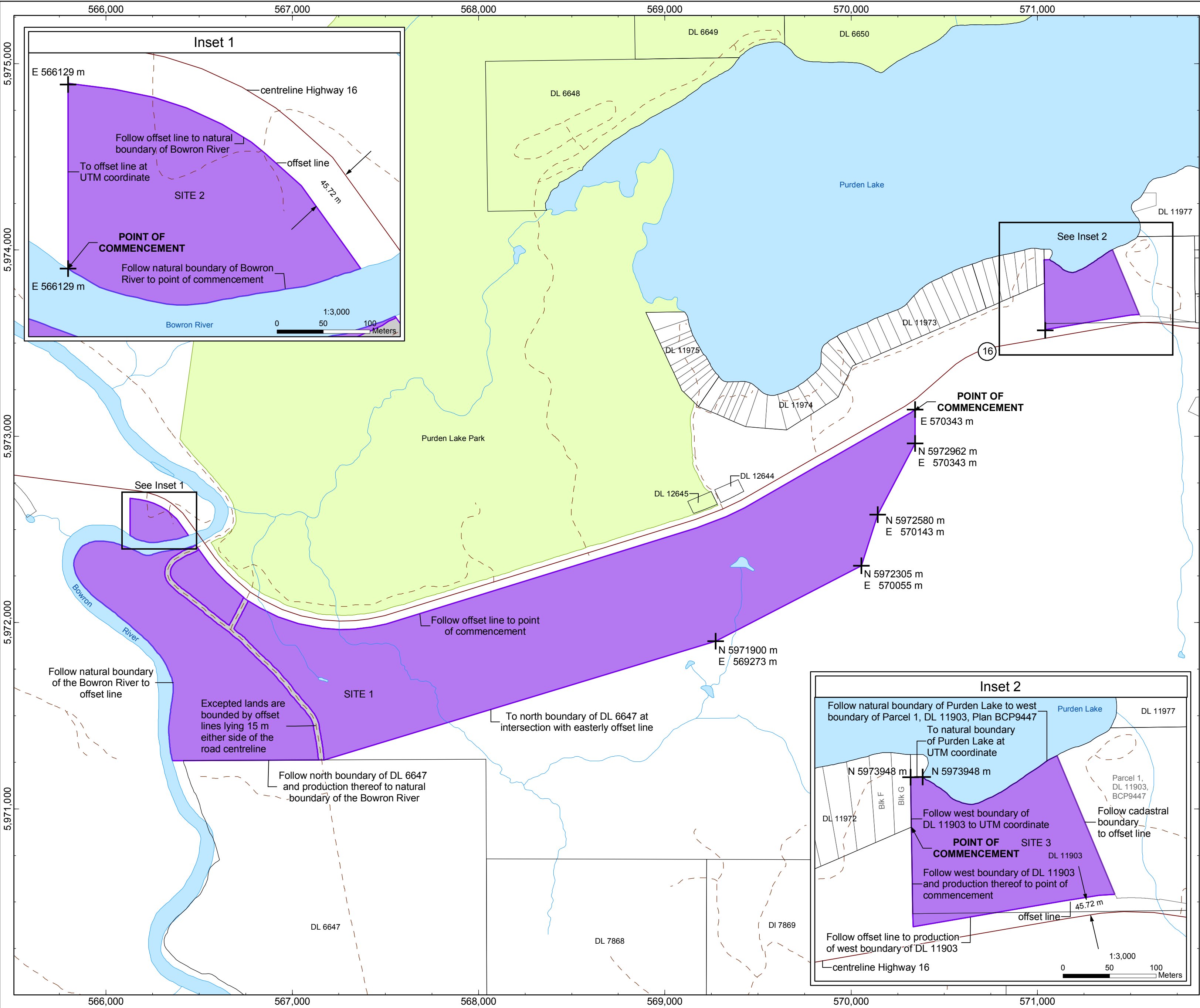
Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093G.077
UTM Zone 10

Appendix: G - 2
Plan 1
Cale Creek

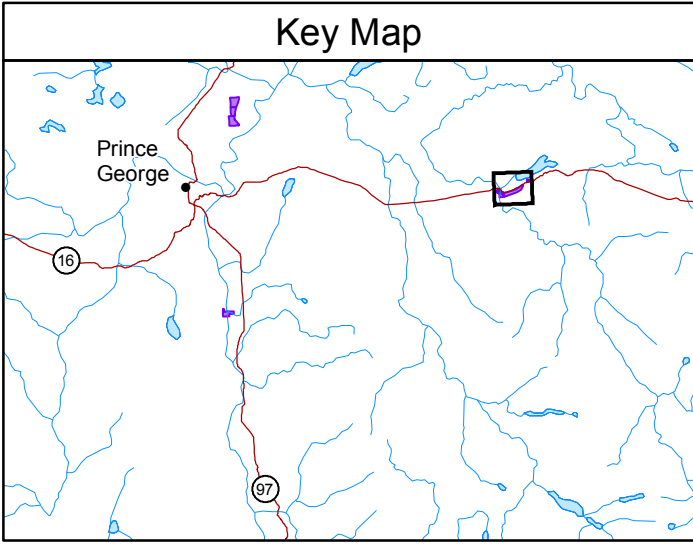
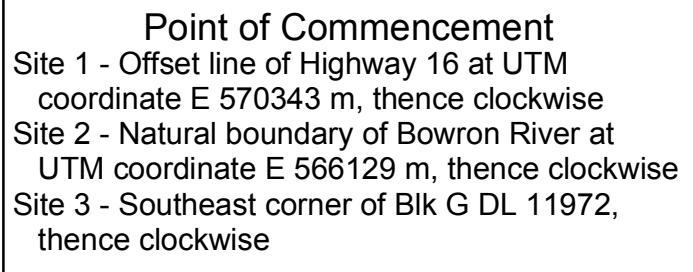
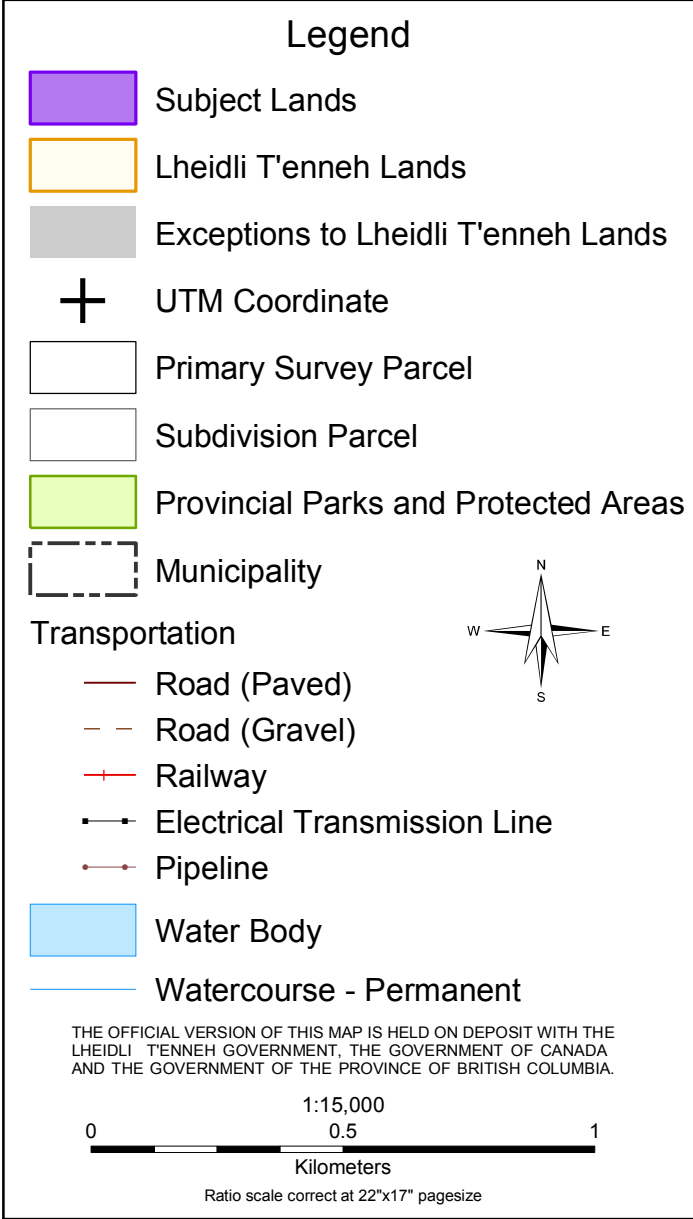
**APPENDIX G – 3
FUTURE ACQUISITIONS**

PURDEN LAKE

Plan 1 Purden Lake



Future Acquisitions



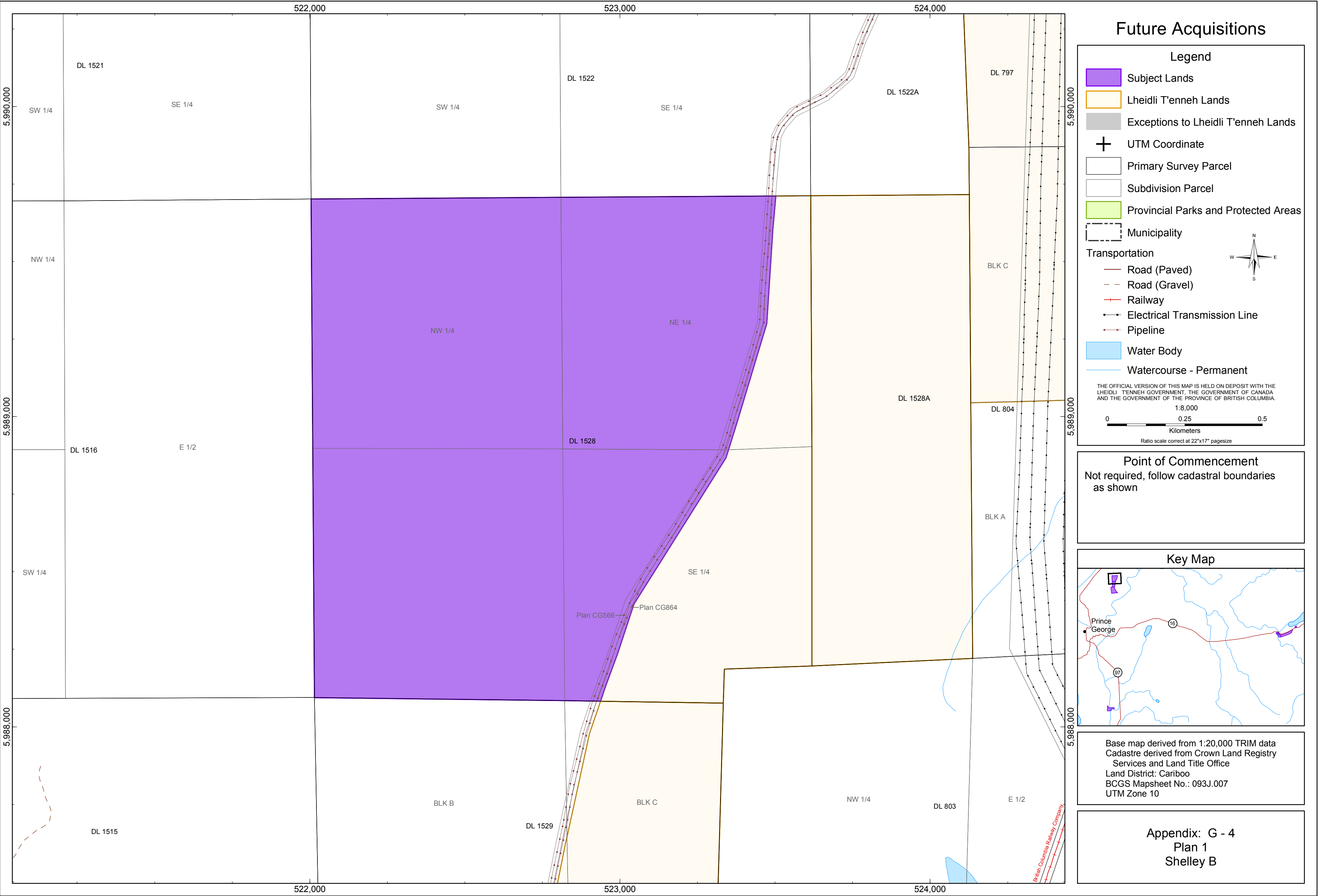
Base map derived from 1:20,000 TRIM data
Cadastré derived from Crown Land Registry Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093H.081 & 093H.091
UTM Zone 10

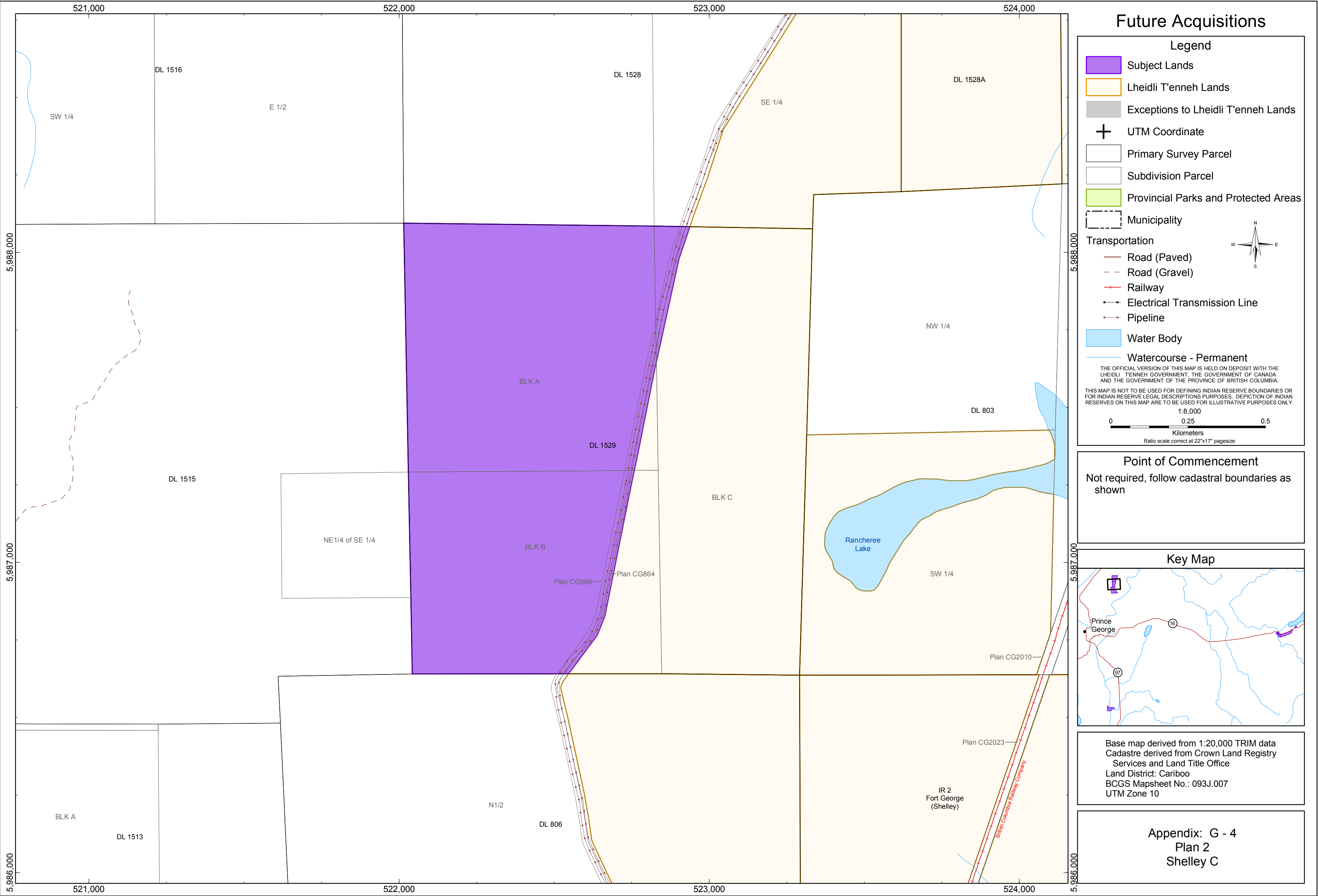
Appendix: G - 3
Plan 1
Purden Lake

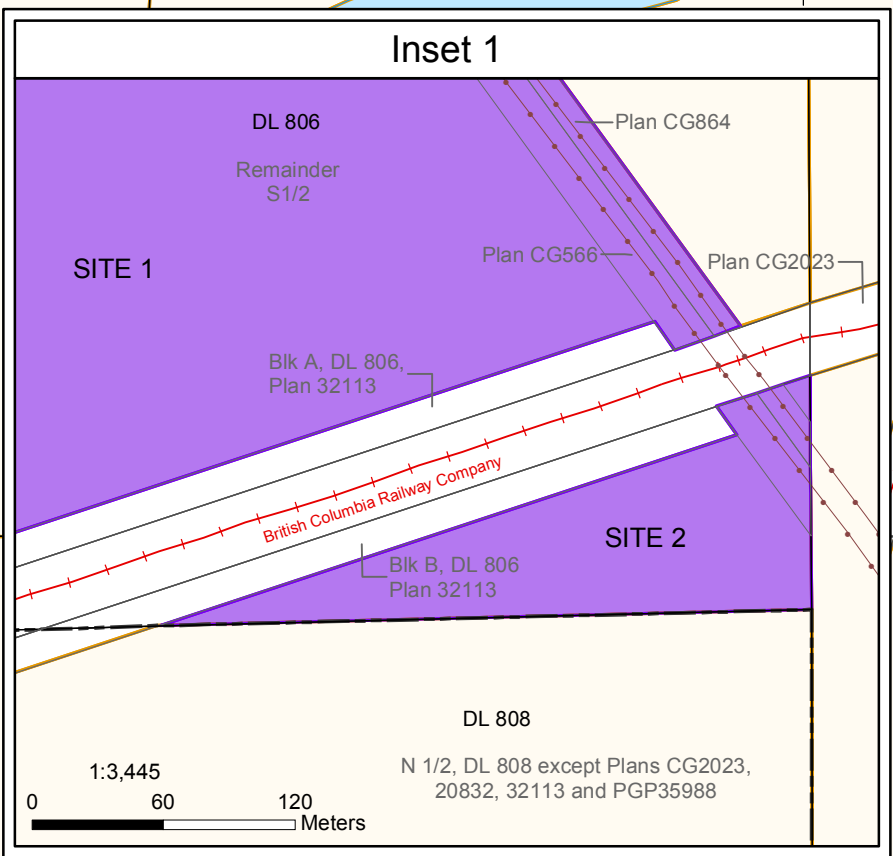
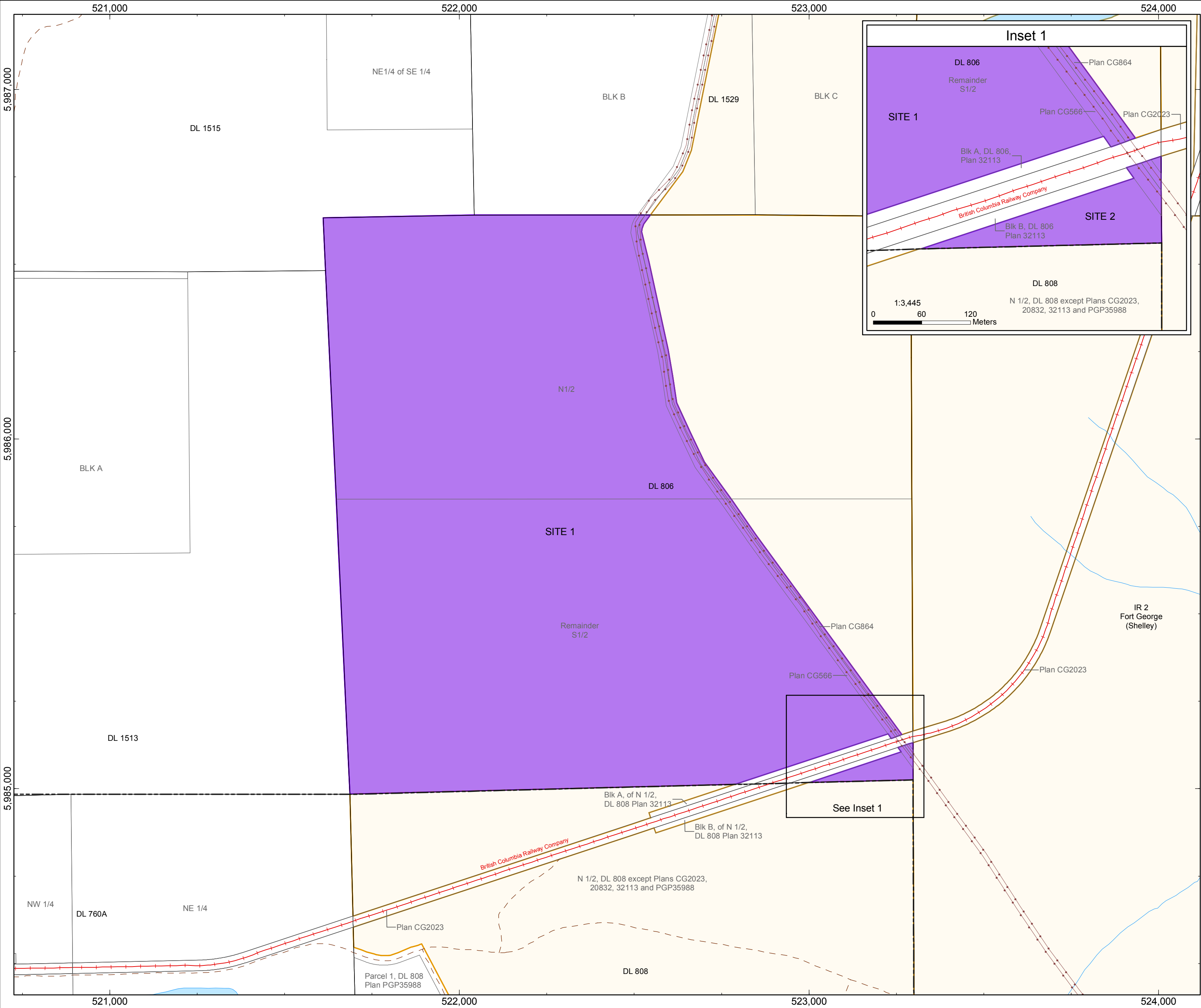
**APPENDIX G – 4
FUTURE ACQUISITIONS**

SHELLEY B, C AND D

Plan 1	Shelley B
Plan 2	Shelley C
Plan 3	Shelley D







Future Acquisitions

Legend

- Subject Lands
- Lheidli T'enneh Lands
- Exceptions to Lheidli T'enneh Lands
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Parks and Protected Areas
- Municipality
- Transportation
 - Road (Paved)
 - Road (Gravel)
 - Railway
 - Electrical Transmission Line
 - Pipeline
- Water Body
- Watercourse - Permanent

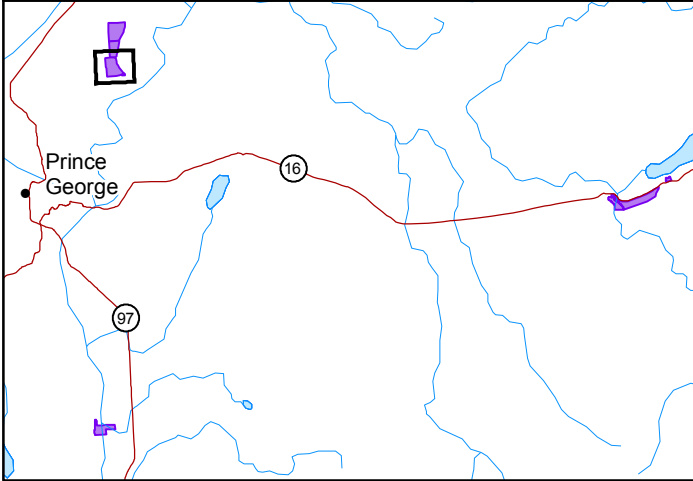
THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE LHEIDL T'ENNEH GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA. THIS MAP IS NOT TO BE USED FOR DEFINING INDIAN RESERVE BOUNDARIES OR FOR INDIAN RESERVE LEGAL DESCRIPTIONS PURPOSES. DEPICTION OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

1:8,000
0 0.25 0.5
Kilometers
Ratio scale correct at 22"x17" pagesize

Point of Commencement

Sites 1 & 2 - Not required, follow cadastral boundaries as shown

Key Map



Base map derived from 1:20,000 TRIM data
Cadastrre derived from Crown Land Registry
Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093J.007
UTM Zone 10

Appendix: G - 4
Plan 3
Shelley D

**APPENDIX G – 5
FUTURE ACQUISITIONS**

**PARTIES ENTITLED TO REPLACEMENT TENURES ON
SHELLEY FUTURE ACQUISITION LANDS**

Interest Holder	Interest	General Location	Previous Document	Lheidli T'enneh Replacement Document
Westcoast Energy Inc., doing business as Duke Energy Gas Transmission	Pipeline	Appendix G-4, Plans 1-3	23460K (LTO)	Document 3, Appendix E-3
Plateau Pipe Line Ltd.	Pipeline	Appendix G-4, Plans 1-3	23461K (LTO)	Document 4, Appendix E-3

APPENDIX H

PRIVATE FEE SIMPLE LANDS

Appendix H-1 Former Provincial Crown Land

Plan 1 Sand Island

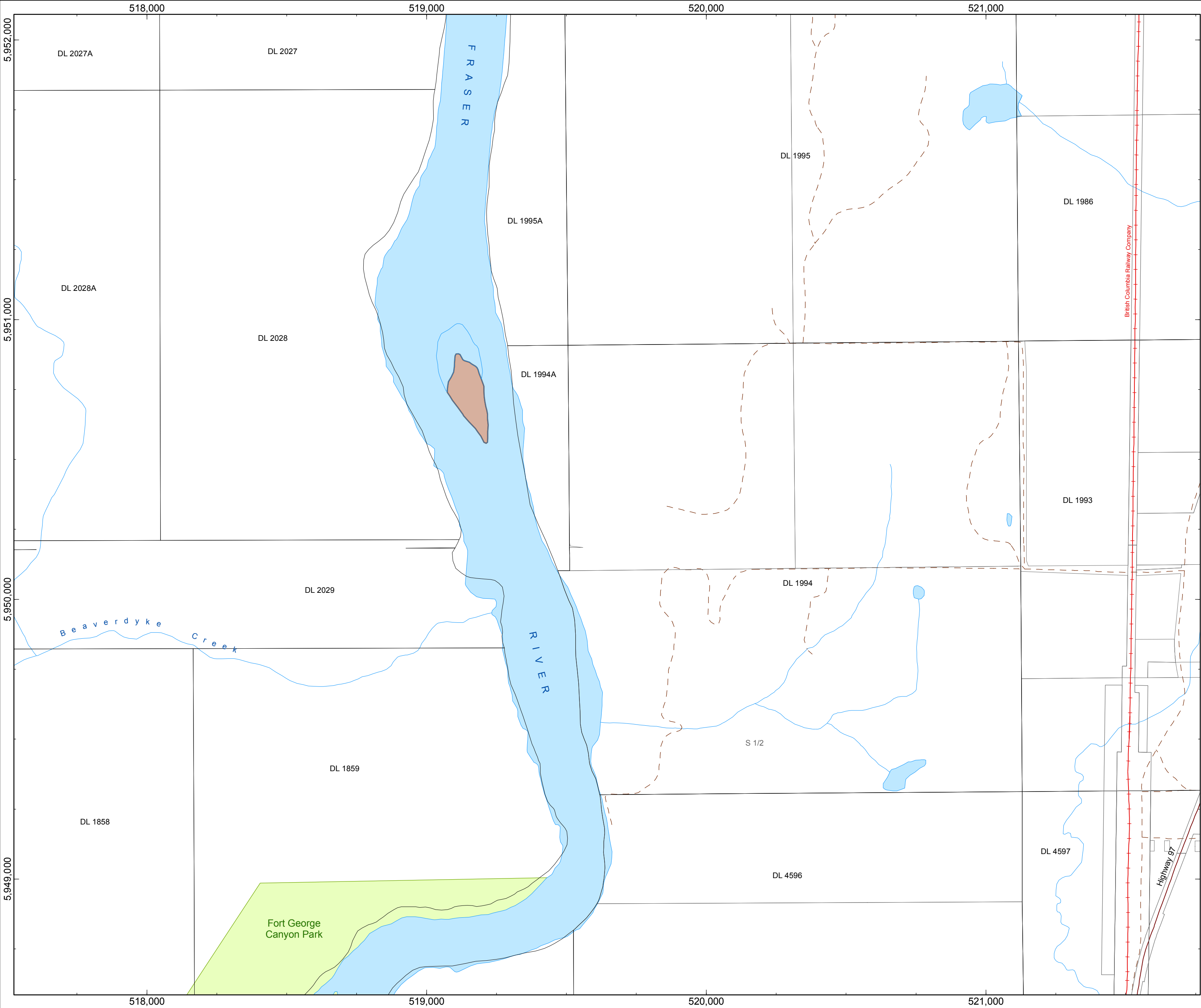
Plan 2 Red Rock Road

Appendix H-2 List of estates, interests, charges, mineral claims, encumbrances,
licences and permits located on private fee simple lands

APPENDIX H – 1
PRIVATE FEE SIMPLE LANDS

FORMER PROVINCIAL CROWN LAND

Plan 1	Sand Island
Plan 2	Red Rock Road



Private Fee Simple Lands

Legend

- Subject Lands
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Parks and Protected Areas
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Railway
- Electrical Transmission Line
- Pipeline

- Water Body
- Watercourse - Permanent

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE
LHEIDLI TENNEH GOVERNMENT, THE GOVERNMENT OF CANADA
AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.

1:10,000
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Kilometers
Ratio scale correct at 22"x17" pagesize

Point of Commencement

Not required

Key Map

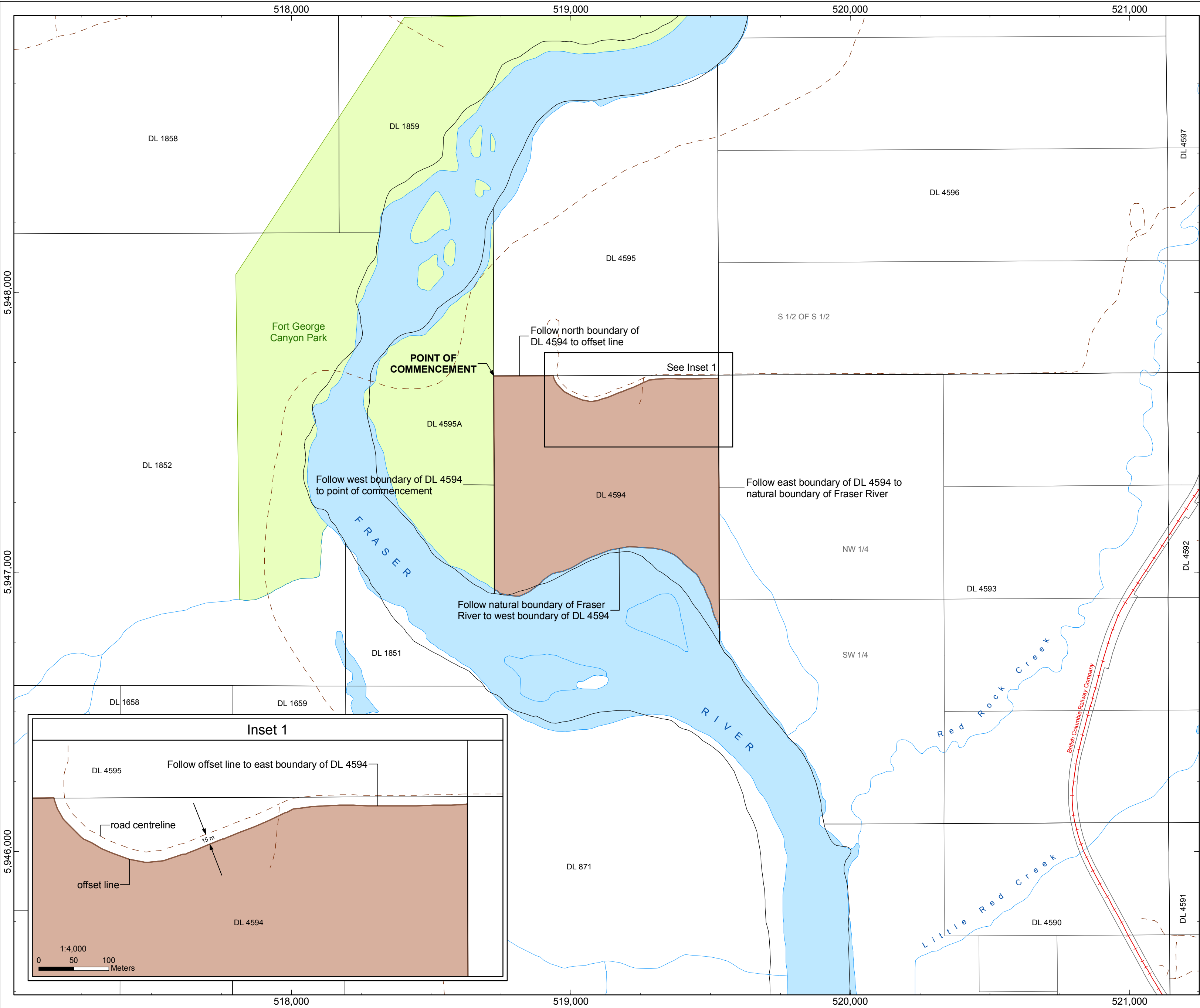
Prince George

16

97

Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093G.077
UTM Zone 10

Appendix: H - 1
Former Provincial Crown Land
Plan 1
Sand Island



Private Fee Simple Lands

Legend

- Subject Lands
- UTM Coordinate
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Parks and Protected Areas
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Railway
- Electrical Transmission Line
- Pipeline

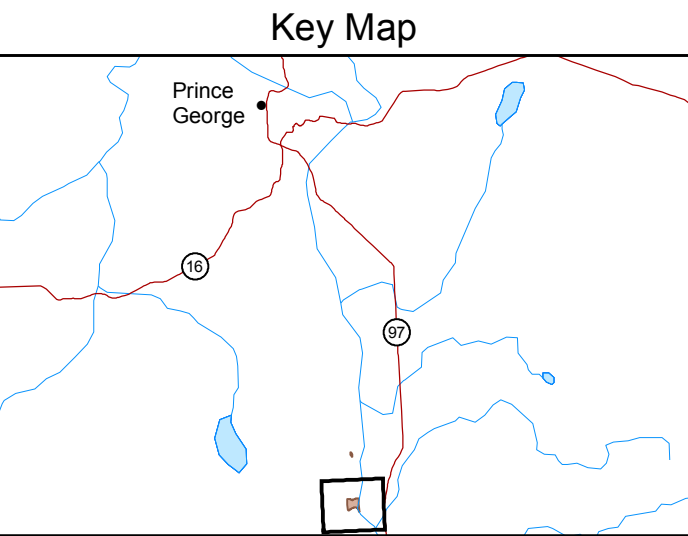
Water Body

- Water Body
- Watercourse - Permanent

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE LHEIDLI TENNEH GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.

0 1:10,000 0.25 0.5 Kilometers
Ratio scale correct at 22"x17" pagesize

Point of Commencement
Northwest corner of District Lot 4594,
Cariboo District, thence clockwise



Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093G.067
UTM Zone 10

Appendix: H - 1
Former Provincial Crown Land
Plan 2
Red Rock Road

**APPENDIX H – 2
PRIVATE FEE SIMPLE LANDS**

**LIST OF ESTATES, INTERESTS, CHARGES, MINERAL CLAIMS,
ENCUMBRANCES, LICENCES AND PERMITS LOCATED ON
PRIVATE FEE SIMPLE LANDS**

Statutory Right-of-Way in favour of Ministry of Environment to provide access to Fort George Canyon Provincial Park to be established before the Effective Date by British Columbia over parcel identified in Appendix H-1, Plan 2.

APPENDIX I

ESTATES IN FEE SIMPLE ENTITLED TO ACCESS ACROSS LHEIDLI T'ENNEH LANDS

Legal Description	Adjacent to Land Illustrated or Described in
Block A of District Lot 802, Cariboo District	Appendix A-2, Part 2, Plan 2
Block A, District Lot 802A, Cariboo District	Appendix A-2, Part 2, Plan 2
The fractional East ½ of District Lot 801, Cariboo District	Appendix A-2, Part 2, Plan 3
The East ½ of District Lot 794, Cariboo District	Appendix A-4, Plan 1
District Lot 799, Cariboo District, Except Plan CG2010	Appendix A-4, Plans 1 & 2
Plan CG2010	Appendix A-4, Plan 3
Block A, District Lot 804, Cariboo District	Appendix A-4, Plan 3
Block B, District Lot 804, Cariboo District	Appendix A-4, Plan 3
Northwest ¼ of District Lot 803, Cariboo District	Appendix A-4, Plan 3
East ½ of District Lot 803, Cariboo District, Except Plan CG 2010	Appendix A-4, Plan 3
Block A, District Lot 4376, Cariboo District, Plan 1160, Except Plan 22213	Appendix A-4, Plan 6
Lot 67, District Lot 2036, Cariboo District, Plan 1118	Appendix A-4, Plan 8
Lot 81, District Lot 2036, Cariboo District, Plan 1118	Appendix A-4, Plan 8
Lot 129, District Lot 2036, Cariboo District, Plan 1118	Appendix A-4, Plan 8
Lot 9, District Lot 6883, Cariboo District, Plan 1390	Appendix A-4, Plan 8
Lot 78, District Lot 6883, Cariboo District, Plan 1390	Appendix A-4, Plan 8
Lot 15, Block F, District Lot 2037, Cariboo District, Plan 1166	Appendix A-4, Plan 9

APPENDIX J

LHEIDLI T'ENNEH HYDRO POWER RESERVATION

Spakwanko Creek;

Hellroaring Creek; and

Forgetmenot Creek.

Before the Effective Date, Lheidli T'enneh may identify other watersheds of interest for inclusion in this Appendix and, if the Parties agree, this Appendix will be amended to include the additional watersheds.

APPENDIX K

MAP OF LHEIDLI T'ENNEH FISH AREA

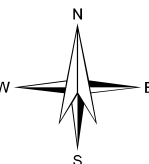


Lheidli T'enneh Fish Area

LEGEND

-  Lheidli T'enneh Fish Area
-  Major Watershed
-  Waterbody
-  Water course - permanent
-  Highway

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE LHEIDLI T'ENNEH GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.



1:1,100,000

0 50 100

Kilometers

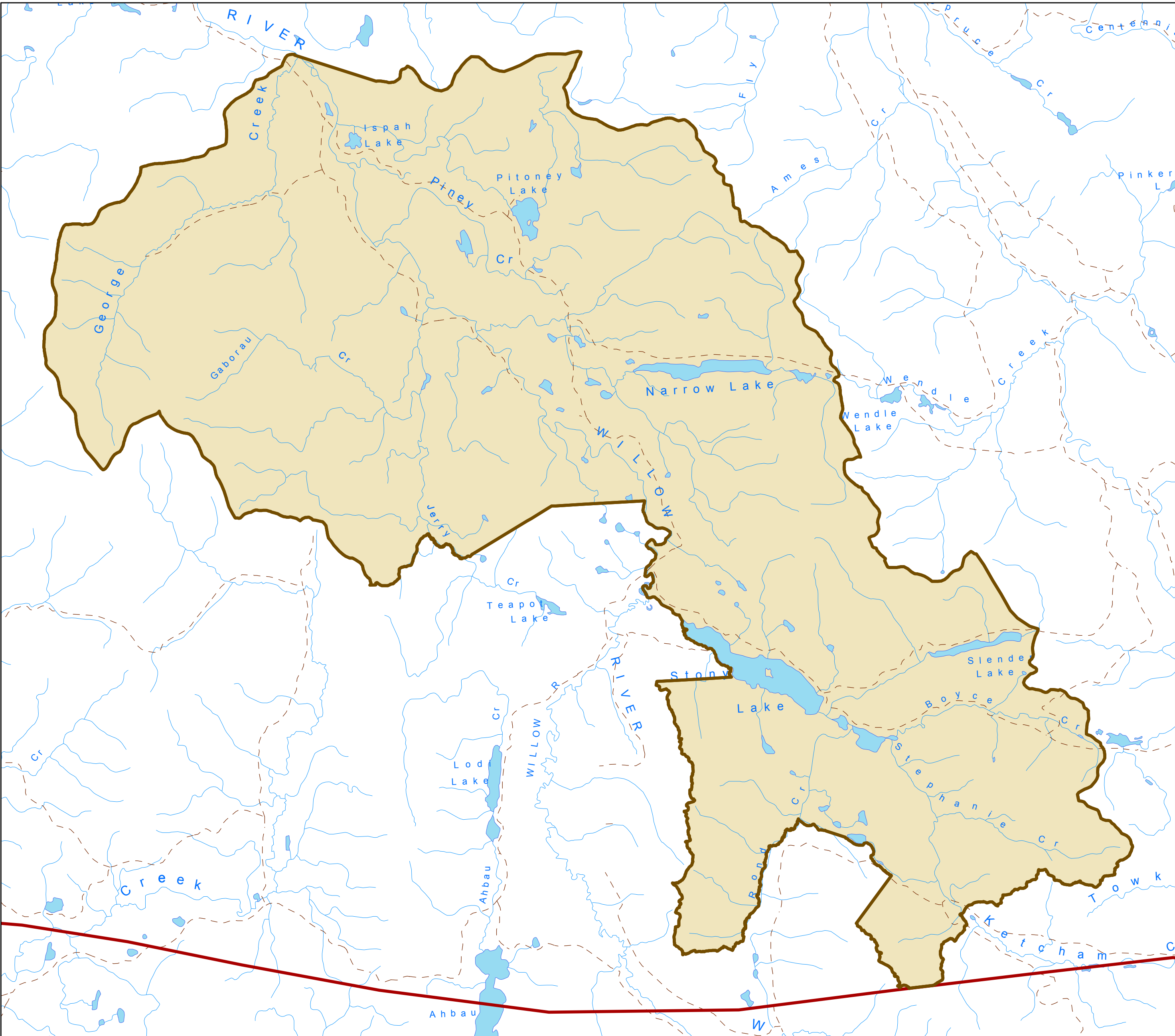
Ratio scale correct at 22"x17" pagesize

Base Data Derived From - NTS 1:250,000 Data
Land District - Cariboo
Watershed Boundary from Lheidli T'enneh
Lheidli T'enneh Area boundary from BC
Treaty Commission Statement of Intent dataset

Appendix: K

APPENDIX L

MAP OF WILLOW RIVER WATERSHED ZONE B



Willow River Watershed Zone B

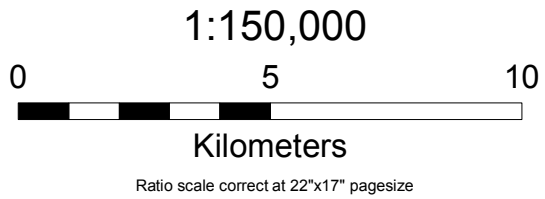
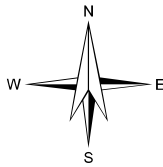
LEGEND

- Willow River Watershed Zone B
- Lheidli T'enneh Area
- Provincial Parks and Protected Areas
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Railway
- Waterbody
- Water course - permanent

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE LHEIDLI T'ENNEH GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.

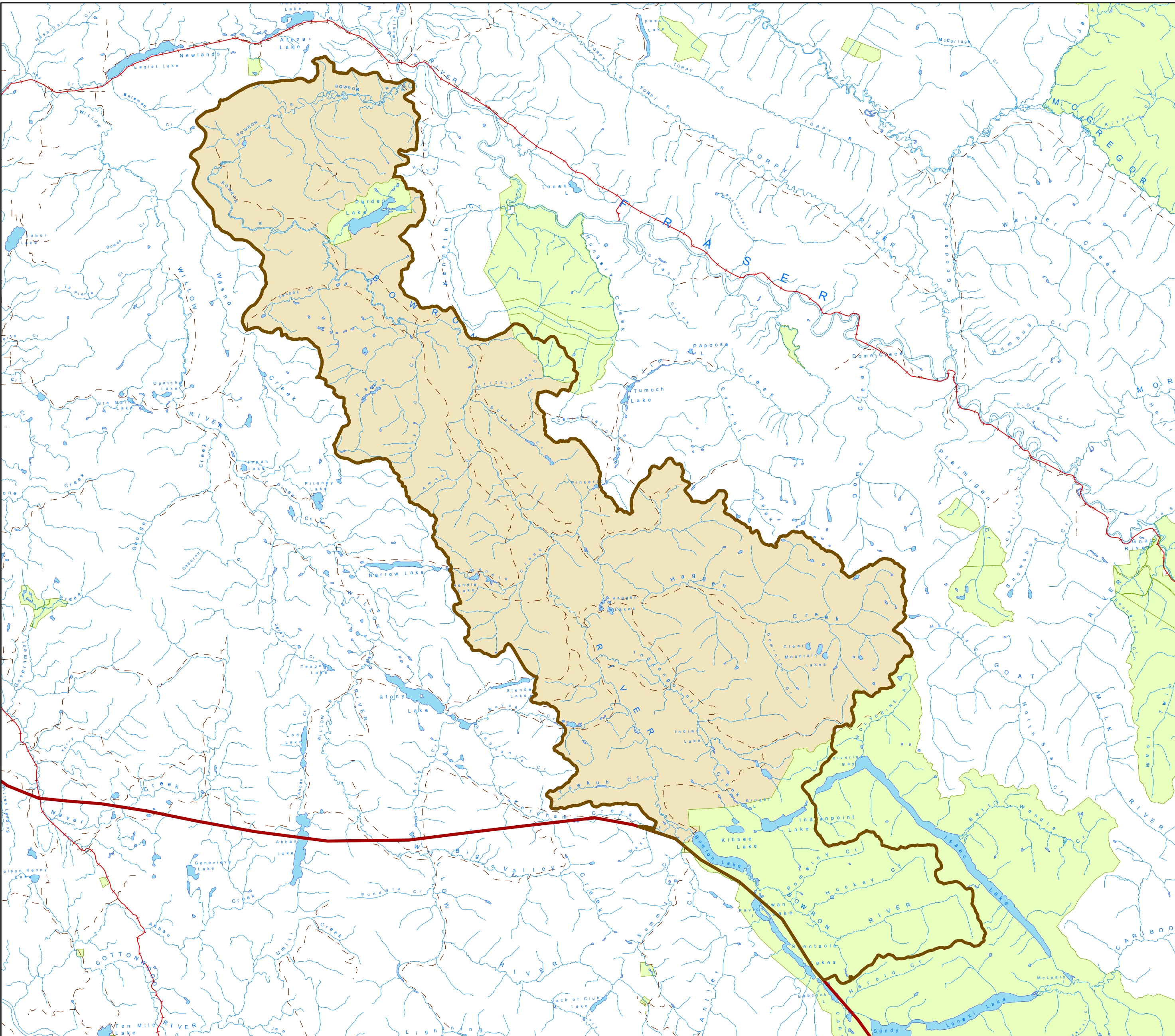


Base Data Derived From - NTS 1:250,000 Data
Land District - Cariboo
Watershed Boundary from Lheidli T'enneh
Lheidli T'enneh Area boundary from BC
Treaty Commission Statement of Intent dataset

Appendix: L

APPENDIX M

MAP OF BOWRON RIVER WATERSHED



Bowron River Watershed

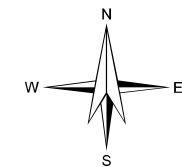
LEGEND

- Bowron River Watershed (Within Lheidli T'enneh Area)
- Lheidli T'enneh Area
- Provincial Parks and Protected Areas
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Railway
- Waterbody
- Water course - permanent

THE OFFICIAL VERSION OF THIS MAP IS HELD ON DEPOSIT WITH THE LHEIDLI TENNEH GOVERNMENT, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.



1:350,000
0 10 20
Kilometers

Ratio scale correct at 22"x17" pagesize

Base Data Derived From - NTS 1:250,000 Data
Land District - Cariboo
BC Watershed Atlas
Lheidli T'enneh Area boundary from BC
Treaty Commission Statement of Intent dataset

Appendix: M

APPENDIX N

LHEIDLI T'ENNEH ARTIFACTS

- Appendix N-1** Lheidli T'enneh Artifacts to be transferred from the Royal British Columbia Museum to Lheidli T'enneh
- Appendix N-2** Lheidli T'enneh Artifacts to be held by the Royal British Columbia Museum

APPENDIX N - 1
LHEIDLI T'ENNEH ARTIFACTS

**LHEIDLI T'ENNEH ARTIFACTS TO BE TRANSFERRED FROM
THE ROYAL BRITISH COLUMBIA MUSEUM TO LHEIDLI
T'ENNEH**

CATALOGUE NO.	OBJECT
4395 A, B	Snow Shoes
4396	Spear

APPENDIX N - 2
LHEIDLI T'ENNEH ARTIFACTS

**LHEIDLI T'ENNEH ARTIFACTS TO BE HELD BY THE ROYAL
BRITISH COLUMBIA MUSEUM**

CATALOGUE NO.	OBJECT
4398 A, B, C	Scraper and Talons
4397	Adze

APPENDIX O

HERITAGE SITES AND KEY GEOGRAPHIC FEATURES

Appendix O-1 Sites of cultural and historic significance

Appendix O-2 Geographic features to be named or renamed with Carrier names

APPENDIX O - 1
HERITAGE SITES AND KEY GEOGRAPHIC FEATURES

SITES OF CULTURAL AND HISTORICAL SIGNIFICANCE

LOCATION	SITE	DESCRIPTION
UTM Coordinate N 5971757 m E 501416 m	Dzulhyazchun	Site is a hill across the Nechako River from the Salaquo Indian Reserve #4 and is approximately 10 +/- hectares in size.

APPENDIX O - 2
HERITAGE SITES AND KEY GEOGRAPHIC FEATURES

**GEOGRAPHIC FEATURES TO BE NAMED OR RENAMED WITH
CARRIER NAMES**

LOCATION	CURRENT NAME	CARRIER NAME
Appendix A-2, Plan 1	Fort George Cemetery I.R. No. 1A	Ts'unk'ut
Appendix A-2, Plan 2	Fort-George (Shelley) I.R. No. 2	Khas T'an Lhughel
Appendix A-2, Plan 3	Clesbaoneecheck I.R. No. 3	Hlezbaonichek
Appendix A-2, Plan 4	Salaquo I.R. No. 4	Tsalakoh
UTM Coordinate: N 5971757 m E 501416 M	Unnamed Hill	Dzulhyazchun

APPENDIX P

DISPUTE RESOLUTION PROCEDURES

Appendix P-1	Collaborative Negotiations
Appendix P-2	Mediation
Appendix P-3	Technical Advisory Panel
Appendix P-4	Neutral Evaluation
Appendix P-5	Community Advisory Council
Appendix P-6	Arbitration

APPENDIX P – 1
DISPUTE RESOLUTION PROCEDURES

COLLABORATIVE NEGOTIATIONS

DEFINITIONS

1. In this Appendix:

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

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

"section" means a section in this Appendix.

GENERAL

2. Collaborative negotiations commence:
- a. on the date of delivery of a written notice requiring the commencement of collaborative negotiations; or
 - b. in the case of negotiations in the circumstances described in subparagraph 7.c of the Chapter, on the date of the first negotiation meeting.

NOTICE

3. A notice under paragraph 14 of the Chapter requiring the commencement of collaborative negotiations will include the following:
- a. the names of the parties directly engaged in the disagreement;
 - b. a brief summary of the particulars of the disagreement;
 - c. a description of the efforts made to date to resolve the disagreement;
 - d. the names of the individuals involved in those efforts; and
 - e. any other information that will help the parties.

REPRESENTATION

4. A party may attend collaborative negotiations with or without legal counsel.
5. At the commencement of the first negotiation meeting, each party will advise the other parties of any limitations on the authority of its representatives.

NEGOTIATION PROCESS

6. The parties will convene their first negotiation meeting in collaborative negotiations, other than those described in subparagraph 7.c of the Chapter, within 21 days after the commencement of the collaborative negotiations.
7. Before the first scheduled negotiation meeting, the parties will discuss and attempt to reach agreement on any procedural issues that will facilitate the collaborative negotiations, including the requirements of paragraph 25 of the Chapter.
8. For purposes of subparagraph 25.a of the Chapter, "timely disclosure" means disclosure made within 15 days after a request for disclosure by a party.
9. The parties will make a serious attempt to resolve the disagreement by:
 - a. identifying underlying interests;
 - b. isolating points of agreement and disagreement;
 - c. exploring alternative solutions;
 - d. considering compromises or accommodations; and
 - e. taking any other measures that will assist in resolution of the disagreement.
10. No transcript or recording will be kept of collaborative negotiations, but this does not prevent a person from keeping notes of the negotiations.

CONFIDENTIALITY

11. In order to assist in the resolution of a disagreement, collaborative negotiations will not be open to the public.
12. The parties, and all persons, will keep confidential:

- a. all oral and written information disclosed in the collaborative negotiations;
and
 - b. the fact that this information has been disclosed.
- 13. The parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the collaborative negotiations, any oral or written information disclosed in or arising from the collaborative negotiations, including:
 - a. any documents of other parties produced in the course of the collaborative negotiations that are not otherwise produced or producible in that proceeding;
 - b. any views expressed, or suggestions made, by any party in respect of a possible settlement of the disagreement;
 - c. any admissions made by any party in the course of the collaborative negotiations, unless otherwise stipulated by the admitting party; and
 - d. the fact that any party has indicated a willingness to make or accept a proposal for settlement.
- 14. Sections 12 and 13 do not apply:
 - a. in any proceeding for the enforcement or setting aside of an agreement resolving the disagreement that was the subject of the collaborative negotiation;
 - b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
 - c. if the oral or written information referred to in these sections is in the public forum.

RIGHT TO WITHDRAW

- 15. A party may withdraw from collaborative negotiations at any time.

TERMINATION OF COLLABORATIVE NEGOTIATIONS

- 16. Collaborative negotiations are terminated when any of the following occurs:

- a. the expiration of:
 - i. 30 days; or
 - ii. in the case of collaborative negotiations in the circumstances described in subparagraph 7.c of the Chapter, 120 days after the first scheduled negotiation meeting, or any longer period agreed to by the parties in writing;
- b. a party directly engaged in the disagreement withdraws from the collaborative negotiations under section 15;
- c. the parties agree in writing to terminate the collaborative negotiations; or
- d. the parties directly engaged in the disagreement sign a written agreement resolving the disagreement.

APPENDIX P – 2
DISPUTE RESOLUTION PROCEDURES

MEDIATION

DEFINITIONS

1. In this Appendix:

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

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

"section" means a section in this Appendix.

GENERAL

2. A mediation commences on the date the Parties directly engaged in the disagreement have agreed in writing to use mediation, or are deemed to have agreed to use mediation, under paragraph 23 of the Chapter.

APPOINTMENT OF MEDIATOR

3. A mediation will be conducted by one mediator jointly appointed by the parties.
4. A mediator will be:
 - a. an experienced and skilled mediator, preferably with unique qualities or specialized knowledge that would be of assistance in the circumstances of the disagreement; and
 - b. independent and impartial.
5. If the parties fail to agree on a mediator within 15 days after commencement of a mediation, the appointment will be made by the neutral appointing authority on the written request of a party that is copied to the other parties.
6. Subject to any limitations agreed to by the parties, a mediator may employ reasonable and necessary administrative or other support services.

REQUIREMENT TO WITHDRAW

7. At any time a party may give the mediator and the other parties a written notice, with or without reasons, requiring the mediator to withdraw from the mediation on the grounds that the party has justifiable doubts as to the mediator's independence or impartiality.
8. On receipt of a written notice under section 7, the mediator must immediately withdraw from the mediation.
9. A person who is a Lheidli T'enneh Citizen, or related to a Lheidli T'enneh Citizen, must not be required to withdraw under section 7 solely on the grounds of that citizenship or relationship.

END OF APPOINTMENT

10. A mediator's appointment terminates if:
 - a. the mediator is required to withdraw under section 8;
 - b. the mediator withdraws from office for any reason; or
 - c. the parties agree to the termination.
11. If a mediator's appointment terminates, a replacement mediator will be appointed using the procedure in sections 3 to 5 and the required time period commences from the date of termination of the appointment.

REPRESENTATION

12. A party may attend a mediation with or without legal counsel.
13. If a mediator is a lawyer, the mediator must not act as legal counsel for any party.
14. At the commencement of the first meeting of a mediation, each party will advise the mediator and the other parties of any limitations on the authority of its representatives.

CONDUCT OF MEDIATION

15. The parties will:
 - a. make a serious attempt to resolve the disagreement by:

- i. identifying underlying interests,
 - ii. isolating points of agreement and disagreement,
 - iii. exploring alternative solutions, and
 - iv. considering compromises or accommodations; and
 - b. cooperate fully with the mediator and give prompt attention to, and respond to, all communications from the mediator.
16. A mediator may conduct a mediation in any manner the mediator considers necessary and appropriate to assist the parties to resolve the disagreement in a fair, efficient, and cost-effective manner.
17. Within seven days of appointment of a mediator, each party will deliver a brief written summary to the mediator of the relevant facts, the issues in the disagreement, and its viewpoint in respect of them and the mediator will deliver copies of the summaries to each party at the end of the seven day period.
18. A mediator may conduct a mediation in joint meetings or private caucus convened at locations the mediator designates after consulting the parties.
19. Disclosures made by any party to a mediator in private caucus must not be disclosed by the mediator to any other party without the consent of the disclosing party.
20. No transcript or recording will be kept of a mediation meeting but this does not prevent a person from keeping notes of the negotiations.

CONFIDENTIALITY

21. In order to assist in the resolution of a disagreement, a mediation will not be open to the public.
22. The parties, and all persons, will keep confidential:
- a. all oral and written information disclosed in the mediation; and
 - b. the fact that this information has been disclosed.
23. The parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the mediation, any oral or written information disclosed in or arising from the mediation, including:

- a. any documents of other parties produced in the course of the mediation that are not otherwise produced or producible in that proceeding;
 - b. any views expressed, or suggestions, or proposals made in respect of a possible settlement of the disagreement;
 - c. any admissions made by any party in the course of the mediation, unless otherwise stipulated by the admitting party;
 - d. any recommendations for settlement made by the mediator; and
 - e. the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement.
24. Sections 22 and 23 do not apply:
- a. in any proceeding for the enforcement or setting aside of an agreement resolving the disagreement that was the subject of a mediation;
 - b. if the adjudicator in any proceeding determines that the interests of public or the administration of justice outweigh the need for confidentiality; or
 - c. if the oral or written information referred to in those sections is in the public forum.
25. A mediator, or anyone retained or employed by the mediator, is not compellable in any proceeding to give evidence about any oral and written information acquired or opinion formed by that person as a result of the mediation, and all parties will oppose any effort to have that person or that information subpoenaed.
26. A mediator, or anyone retained or employed by the mediator, is disqualified as a consultant or expert in any proceeding relating to the disagreement, including any proceeding that involves persons not a party to the mediation.

REFERRAL OF ISSUES TO OTHER PROCESSES

27. During a mediation the parties may agree to refer particular issues in the disagreement to independent fact-finders, expert panels or other processes for opinions or findings that may assist them in the resolution of the disagreement, and in that event, the parties must specify:
- a. the terms of reference for the process;
 - b. the time within which the process must be concluded; and

- c. how the costs of the process are to be allocated to the parties.
- 28. The time specified for concluding a mediation will be extended for 15 days following receipt of the findings or opinions rendered in a process described under section 27.

RIGHT TO WITHDRAW

- 29. A party may withdraw from a mediation at any time by giving written notice of its intent to the mediator.
- 30. Before a withdrawal is effective, the withdrawing party will:
 - a. speak with the mediator;
 - b. disclose its reasons for withdrawing; and
 - c. give the mediator the opportunity to discuss the consequences of withdrawal.

TERMINATION OF MEDIATION

- 31. A mediation is terminated when any of the following occurs:
 - a. subject to section 28, the expiration of 30 days after the appointment of the mediator, or any longer period agreed by the parties in writing;
 - b. the parties have agreed in writing to terminate the mediation or not to appoint a replacement mediator under section 11;
 - c. a party directly engaged in the disagreement withdraws from the mediation under section 29; or
 - d. the parties directly engaged in the disagreement sign a written agreement resolving the disagreement.

MEDIATOR RECOMMENDATION

- 32. If a mediation is terminated without the parties reaching agreement, the parties may agree to request the mediator to give a written non-binding recommendation for settlement, but the mediator may decline the request without reasons.

33. Within 15 days after delivery of a mediator's recommendation under section 32, the parties will meet with the mediator to attempt to resolve the disagreement.

COSTS

34. A party withdrawing from a mediation under section 29 is not responsible for any costs of the mediation that are incurred after the date that party's withdrawal takes effect.

APPENDIX P – 3
DISPUTE RESOLUTION PROCEDURES

TECHNICAL ADVISORY PANEL

DEFINITIONS

1. In this Appendix:

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

"member" means a member of the panel;

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

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

"reference" means a reference of a disagreement to the panel;

"section" means a section in this Appendix.

GENERAL

2. A question of law may not be referred to a panel.
3. A reference commences on the date the Parties directly engaged in the disagreement have agreed in writing to use a technical advisory panel under paragraph 23 of the Chapter.

APPOINTMENT OF PANEL MEMBERS

4. A panel will have three members unless the parties agree on a panel of five members.
5. A member will be skilled and knowledgeable in the technical or scientific subject matter or issues of the disagreement.
6. If there are two parties and the panel will have:
- a. three members, each party will appoint one member and the two appointed members will jointly appoint the third member; or

- b. five members, each party will appoint two members and the four appointed members will jointly appoint the fifth member.
- 7. If there are three parties and the panel will have:
 - a. three members, each party will appoint one member; or
 - b. five members, each party will appoint one member and the three appointed members will jointly appoint the fourth and fifth members.
- 8. In the appointment procedures under sections 6 and 7, if:
 - a. a party fails to appoint the required number of members within 30 days after commencement of the reference; or
 - b. the appointing members fail to appoint the required number of additional members within 15 days after the last appointing member was appointed,

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

END OF APPOINTMENT

- 9. The appointment of a member who is jointly appointed by the parties, by the appointing members, or by the neutral appointing authority, terminates if:
 - a. the member withdraws from office for any reason; or
 - b. the parties agree to the termination.
- 10. The appointment of a member appointed by one party, or by the neutral appointing authority in place of the party, terminates if:
 - a. the member withdraws from office for any reason; or
 - b. the appointing party terminates the appointment.
- 11. If the appointment of a member jointly appointed by the parties, by the appointing members, or by the neutral appointing authority in place of the parties or members, terminates, a replacement member will be appointed under section 6 or 7, as applicable, within the required time commencing from the termination of the former member's appointment.
- 12. Subject to section 13, if the appointment of a member appointed by one party or by the neutral appointing authority in place of the party terminates, a replacement

member will be appointed under section 6 or 7, as applicable, within the required time commencing from the termination of the former member's appointment.

13. A party may elect not to replace a member it had appointed but the party may not withdraw from the reference except as permitted under sections 31 to 35.

TERMS OF REFERENCE

14. Not more than 15 days after the appointment of the last member of a panel, the parties must provide the panel with written terms of reference that set out at least the following:
 - a. the parties to the disagreement;
 - b. the subject matter or issues of the disagreement;
 - c. the kind of assistance that the parties request from the panel, including giving advice, making determinations, finding facts, conducting, evaluating and reporting on studies and making recommendations;
 - d. the time period within which the parties request the assistance to be provided;
 - e. the time periods or stages of the reference at the conclusion of which the panel must provide the parties with written interim reports on the panel's progress on the referral and on expenditures under the budget described in section 16 as they relate to that progress;
 - f. the time within which the panel must provide the parties with the budget described in section 16; and
 - g. any limitations on the application of sections 36 to 42 to the reference.
15. The parties may discuss the proposed terms of reference with the panel before they are finally settled.
16. Within the time referred to in section 14.f, the panel will provide the parties with a budget for the costs of conducting the reference, including:
 - a. fees to be paid to the members who have been jointly appointed by the parties, or by appointing members;
 - b. costs of required travel, food and accommodation of members who have been jointly appointed by the parties, or by appointing members;

- c. costs of any required administrative assistance; and
 - d. costs of any studies.
- 17. The parties will consider the budget submitted by the panel and approve that budget with any amendments agreed by the parties before the panel undertakes any activities under the reference.
- 18. The parties are not responsible for any costs incurred by the panel that are in excess of those approved under section 17, and the panel is not authorized to incur any costs beyond that amount without obtaining prior written approval from all the parties.
- 19. The parties may amend the written terms of reference or the budget from time to time as they consider necessary, or on recommendation of the panel.

CONDUCT OF REFERENCE TO PANEL

- 20. The parties will:
 - a. cooperate fully with the panel;
 - b. comply with any requests made by the panel as permitted or required under this Appendix; and
 - c. give prompt attention to and respond to all communications from the panel.
- 21. Subject to any limitations or requirements in the terms of reference given and the limits of the budget approved under sections 17 to 19, the panel may conduct its reference using any procedure it considers necessary or appropriate, including holding a hearing.
- 22. If a hearing is held, the hearing must be conducted as efficiently as possible and in the manner the panel specifies, after consultation with the parties.
- 23. If a hearing is held, the panel must give the parties reasonable written notice of the hearing date, which notice must, in any event, be not less than seven days.
- 24. No transcript or recording will be kept of a hearing, but this does not prevent a person attending the hearing from keeping notes of the hearing.
- 25. The legal rules of evidence do not apply to a hearing before the panel.

26. The panel will give the parties the interim and final written reports specified in its terms of reference within the required times.
27. A report of the panel is not binding on the parties.

PANEL BUSINESS

28. A panel will appoint one of its members to act as chair of the panel.
29. The chair of a panel is responsible for all communications between the panel, the parties and any other person to whom the panel wishes to communicate, but this does not preclude a member from communicating informally with a party.
30. A panel will make every reasonable effort to conduct its business, and fulfill its obligations under its terms of reference, by consensus, but:
 - a. if consensus is not possible, by actions approved by a majority of its members; or
 - b. if a majority is not possible, by actions approved by the chair of the panel.

RIGHT TO WITHDRAW

31. If one of two parties to a reference, or two of three parties to a reference, are not satisfied with the progress of the reference:
 - a. after receipt of an interim report; or
 - b. as a result of the panel's failure to submit an interim report within the required time,

the dissatisfied party or parties, as the case may be, may give written notice to the panel and the other party that the party or parties are withdrawing from the reference and that the reference is terminated.
32. If one of three parties to a reference is not satisfied with the progress of the reference:
 - a. after receipt of an interim report; or
 - b. as a result of the panel's failure to submit an interim report within the required time

- the dissatisfied party may give written notice to the panel and the other parties that it is withdrawing from the reference.
33. Two parties who receive a notice under section 32 will advise the panel in writing that they have agreed:
- a. to terminate the reference; or
 - b. to continue the reference.
34. If no party gives a notice under sections 31 or 32 within 10 days after:
- a. receipt of an interim report; or
 - b. the time required to submit an interim report,
- all parties will be deemed to be satisfied with the progress of the reference until submission of the next required interim report.
35. No party may withdraw from a reference except as permitted under sections 31 to 34.

CONFIDENTIALITY

36. The parties may, by agreement recorded in the terms of reference of the panel in section 14, limit the application of all or any part of sections 37 to 42 in a reference.
37. In order to assist in the resolution of the disagreement, a reference will not be open to the public.
38. The parties, and all persons, will keep confidential:
- a. all oral and written information disclosed in the reference; and
 - b. the fact that this information has been disclosed.
39. The parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the reference, any oral or written information disclosed in or arising from the reference, including:
- a. any documents of other parties produced in the course of the reference that are not otherwise produced or producible in that proceeding;

- b. any views expressed, or suggestions made, in respect of a possible settlement of the disagreement;
 - c. any admissions made by any party in the course of the reference, unless otherwise stipulated by the admitting party;
 - d. the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement; and
 - e. any reports of the panel.
40. Sections 38 and 39 do not apply:
- a. in any proceeding for the enforcement or setting aside of an agreement resolving the disagreement that was the subject of the reference;
 - b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
 - c. if the oral or written information referred to in those sections is in the public forum.
41. A member, or anyone retained or employed by the member, is not compellable in any proceeding to give evidence about any oral or written information acquired or opinion formed by that person as a result of the reference, and all parties will oppose any effort to have that person or that information subpoenaed.
42. A member, or anyone retained or employed by the member, is disqualified as a consultant or expert in any proceeding relating to the disagreement, including any proceeding that involves persons not a party to the reference.

ATTEMPT TO RESOLVE AFTER REPORT

43. Within 21 days after receipt of the final written report of a panel, the parties will meet and make an effort to resolve the disagreement taking into account the report of the panel or any other considerations.
44. If the parties and the panel agree, the members of a panel may attend the meeting under section 43, and provide any necessary assistance to the parties.

TERMINATION OF REFERENCE TO PANEL

45. A reference is terminated when any of the following occurs:

- a. the reference has been terminated as permitted under section 31 or 33;
- b. the expiration of 30 days after receipt of the final report of the panel, or any longer period agreed by the parties in writing; or
- c. the parties directly engaged in the disagreement sign a written agreement resolving the disagreement.

COSTS

- 46. A party is not responsible for sharing any costs of the reference that were incurred after the date that party notified the other parties, under section 32, of its withdrawal from the reference.

APPENDIX P – 4
DISPUTE RESOLUTION PROCEDURES

NEUTRAL EVALUATION

DEFINITION

1. In this Appendix:

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

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

"section" means a section in this Appendix.

GENERAL

2. A neutral evaluation commences on the date that the Parties directly engaged in the disagreement have agreed in writing to use neutral evaluation under paragraph 23 of the Chapter.

APPOINTMENT OF NEUTRAL EVALUATOR

3. A neutral evaluation will be conducted by one person jointly appointed by the parties.
4. A neutral evaluator will be:
- a. experienced or skilled in the subject matter or issues of the disagreement;
and
 - b. independent and impartial.
5. If the parties fail to agree on a neutral evaluator within 21 days after commencement of a neutral evaluation, the appointment will be made by the neutral appointing authority on the written request of a party that is copied to the other parties.
6. Subject to any limitations agreed to by the parties, a neutral evaluator may employ reasonable and necessary administrative or other support services.

REQUIREMENT TO WITHDRAW

7. At any time a party may give a neutral evaluator and the other parties a written notice, with or without reasons, requiring the neutral evaluator to withdraw from the neutral evaluation on the grounds that the party has justifiable doubts as to the neutral evaluator's independence or impartiality.
8. On receipt of a written notice under section 7, the neutral evaluator must immediately withdraw from the neutral evaluation.
9. A person who is a Lheidli T'enneh Citizen, or related to a Lheidli T'enneh Citizen, must not be required to withdraw under section 7 solely on the grounds of that citizenship or relationship.

END OF APPOINTMENT

10. A neutral evaluator's appointment terminates if:
 - a. the neutral evaluator is required to withdraw under section 8;
 - b. the neutral evaluator withdraws from office for any reason; or
 - c. the parties agree to the termination.
11. Unless the parties agree otherwise, if a neutral evaluator's appointment terminates, a replacement will be appointed under section 5 within the required time commencing from the date of the termination of the appointment.

COMMUNICATIONS

12. Except with respect to administrative details or a meeting under section 32, the parties will not communicate with the neutral evaluator:
 - a. orally except in the presence of all parties; or
 - b. in writing without immediately sending a copy of that communication to all parties.
13. Section 12 also applies to any communication by a neutral evaluator to the parties.

CONDUCT OF NEUTRAL EVALUATION

14. The parties will:

- a. cooperate fully with the neutral evaluator;
 - b. comply with any requests made by the neutral evaluator as permitted or required under this Appendix; and
 - c. give prompt attention to and respond to all communications from the neutral evaluator.
- 15. A neutral evaluation will be conducted only on the basis of documents submitted by the parties under section 20 unless the parties agree to, or the neutral evaluator requires, additional submissions or other forms of evidence.
- 16. If a hearing is held, the hearing must be conducted as efficiently as possible and in the manner the neutral evaluator specifies, after consultation with the parties.
- 17. If a hearing is held, the neutral evaluator must give the parties reasonable written notice of the hearing date, which notice must, in any event, be not less than seven days.
- 18. No transcript or recording will be kept of a hearing, but this does not prevent a person attending the hearing from keeping notes of the hearing.
- 19. The legal rules of evidence do not apply to a neutral evaluation.
- 20. Within 15 days after the appointment of a neutral evaluator, each party must deliver to the other parties and to the neutral evaluator a written submission respecting the disagreement, including facts upon which the parties agree or disagree, and copies of any documents, affidavits and exhibits on which the party relies.
- 21. Within 21 days after the appointment of a neutral evaluator, a party may submit a reply to the submission of any other party and, in that event, will provide copies of the reply to the party and the neutral evaluator.
- 22. Where the matter referred to the neutral evaluator is an objection to a proposed expropriation of an interest in Lheidli T'enneh Lands under paragraph 114 of the Lands Chapter, the following time limits apply to the neutral evaluation process set out in this Appendix, unless the Parties agree otherwise in writing:
 - a. under section 20, written submissions must be delivered within 28 days after the commencement of a neutral evaluation;
 - b. under section 21, replies must be delivered within 35 days after the commencement of a neutral evaluation;

- c. under section 16, if a hearing is held it must be held within 45 days after the commencement of a neutral evaluation; and
- d. under section 30, the neutral evaluator will deliver a written opinion within 60 days after the commencement of a neutral evaluation.

CONFIDENTIALITY

- 23. In order to assist in the resolution of the disagreement, a neutral evaluation will not be open to the public.
- 24. The parties, and all persons, will keep confidential:
 - a. all oral and written information disclosed in the neutral evaluation; and
 - b. the fact that this information has been disclosed.
- 25. The parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the neutral evaluation, any oral or written information disclosed in or arising from the neutral evaluation, including:
 - a. any documents of other parties produced in the course of the neutral evaluation which are not otherwise produced or producible in that proceeding;
 - b. any views expressed, or suggestions made, in respect of a possible settlement of the disagreement;
 - c. any admissions made by any party in the course of the neutral evaluation, unless otherwise stipulated by the admitting party;
 - d. the fact that any party has indicated a willingness to make or accept a proposal for settlement; and
 - e. subject to section 29, the opinion of the neutral evaluator.
- 26. Sections 24 and 25 do not apply:
 - a. in any proceedings for the enforcement or setting aside of an agreement resolving the disagreement that was the subject of a neutral evaluation;
 - b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or

- c. if the oral or written information is in the public forum.
- 27. A neutral evaluator, or anyone retained or employed by the neutral evaluator, is not compellable in any proceedings to give evidence about any oral and written information acquired or opinion formed by that person as a result of a neutral evaluation under this Appendix, and all parties will oppose any effort to have that person or that information subpoenaed.
- 28. A neutral evaluator and anyone retained or employed by the neutral evaluator is disqualified as a consultant or expert in any proceeding relating to the disagreement, including any proceeding that involves persons not a party to the neutral evaluation.
- 29. Despite sections 24 to 27, after an arbitral tribunal has delivered its final arbitral award, or a court has referred its decision, in respect of a disagreement, a party, for the purpose only of making a submission on the allocation of costs of that arbitral or judicial proceeding, may give to the arbitral tribunal or the court a copy of:
 - a. the neutral evaluator's opinion respecting that agreement; or
 - b. the neutral evaluator's notice of termination under section 7.

NON-BINDING OPINION

- 30. Within 21 days after the later of:
 - a. delivery of the last submission required or permitted in a neutral evaluation under this Appendix; or
 - b. completion of a hearing,

the neutral evaluator will deliver to the parties a written opinion with reasons in respect of the probable disposition of the disagreement should it be submitted to arbitral or judicial proceedings, as the case may be, under the Chapter.
- 31. An opinion under section 30 is not binding on the parties.

ATTEMPT TO RESOLVE AFTER OPINION

- 32. Within 21 days after delivery of an opinion under section 30, the parties will meet and make an effort to resolve the disagreement, taking into account the opinion of the neutral evaluator or any other considerations.

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

FAILURE TO COMPLY

34. If a party fails to participate in the neutral evaluation as contemplated in sections 14 to 22, the neutral evaluator may:
- a. provide an opinion based solely upon the information and submissions they have obtained; or
 - b. give a written notice of termination of the neutral evaluation
- and, in either event, the neutral evaluator must record that party's failure.

TERMINATION OF NEUTRAL EVALUATION

35. A neutral evaluation is terminated when any of the following occurs:
- a. the neutral evaluator gives a notice of termination under section 34.b;
 - b. the expiration of 30 days after receipt of an opinion under section 30 or 34, as the case may be, or any longer period agreed by the parties;
 - c. all the parties directly engaged in the disagreement agree in writing to terminate evaluation; or
 - d. all the parties directly engaged in the disagreement sign a written agreement resolving the disagreement.

COSTS

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

APPENDIX P – 5
DISPUTE RESOLUTION PROCEDURES

COMMUNITY ADVISORY COUNCIL

DEFINITIONS

1. In this Appendix:

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

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

"community advisor" means a member of the council;

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

"reference" means a reference of a disagreement to the council;

"section" means a section in this Appendix.

GENERAL

2. A reference commences on the date the Parties directly engaged in the disagreement have agreed in writing to use a community advisory council under paragraph 23 of the Chapter.

APPOINTMENT OF COMMUNITY ADVISORY COUNCIL

3. Within 30 days after a reference has commenced, each party will appoint at least one, but not more than three, community advisors to the council.
4. Preferably, the community advisors will be individuals who:
- a. are recognized in their respective communities as wise, tolerant, personable and articulate, and who:
 - i. are often sought out for counsel or advice, or
 - ii. have a record of distinguished public service; and

- b. are available to devote the time and energy as required to provide the assistance described in this Appendix.

END OF APPOINTMENT

- 5. Unless an community advisor:
 - a. has requested to be relieved of their appointment due to a conflict of interest or otherwise; or
 - b. is not able to fulfill their duties, due to incapacity or otherwise

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

CONDUCT OF REFERENCE

- 8. In a reference, the parties will cooperate fully with the council, and give prompt attention to, and respond to, all communications from the council.
- 9. Notwithstanding section 8, a party is not required to disclose to the council or provide it with any information that the party would not be required to disclose in any arbitral or judicial proceedings in respect of the disagreement.
- 10. The council is expected to conduct itself informally in order that the parties may take full advantage of the council's good offices to resolve the disagreement.
- 11. The council may establish its own process to suit the particular circumstances of a reference including meeting with the parties together or separately, conducting informal interviews or inquiries and facilitating settlement negotiations.

12. The council will give the parties its final advice or recommendations on a disagreement referred to it within 120 days after the commencement of the reference.
13. The council may, at its option, provide its advice to the parties:
 - a. orally on the same occasion; or
 - b. in writing.
14. The council may, by unanimous decision, extend the time for giving advice or recommendations under section 12, on one occasion only, to a maximum of 60 additional days.
15. The advice or recommendations of the council are not binding on the parties.
16. Subject to any limitations agreed to by the parties, the council may employ reasonable and necessary administrative or other support services.

RIGHT TO WITHDRAW

17. A party may not withdraw from a reference until its conclusion unless all the parties agree in writing.

CONFIDENTIALITY

18. In order to assist in the resolution of the disagreement, a reference will not be open to the public.
19. The parties, and all persons, will keep confidential:
 - a. all oral and written information disclosed in the reference; and
 - b. the fact that this information has been disclosed.
20. The parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the reference, any oral or written information disclosed in or arising from the reference, including:
 - a. any documents of other parties produced in the course of the reference that are not otherwise produced or producible in that proceeding;
 - b. any views expressed, or suggestions made, in respect of a possible settlement of the disagreement;

- c. any admissions made by any party in the course of the reference, unless otherwise stipulated by the admitting party;
 - d. any advice or recommendations made by a community advisor or the council; and
 - e. the fact that any party has indicated a willingness to make or accept any advice or recommendation for settlement.
21. Sections 19 and 20 do not apply:
- a. in any proceedings for the enforcement or setting aside of an agreement resolving the disagreement that was the subject of the reference;
 - b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
 - c. if the oral or written information referred to in those sections is in the public forum.
22. A community advisor, or anyone retained or employed by the council, is not compellable in any proceeding to give evidence about any oral and written information acquired or opinion formed by that person as a result of the reference and all parties will oppose any effort to have that person or that information subpoenaed.
23. A community advisor, or anyone retained or employed by the council, is disqualified as a consultant or expert in any proceeding relating to the disagreement, including any proceeding that involves persons not a party to the reference.

DECISION-MAKING

24. The council must make its best efforts to reach consensus among the community advisors before taking any action or giving any advice under the reference.
25. The council may not take any action under section 12 unless at least one community advisor appointed by each party expressly agrees with the action taken.

TERMINATION OF REFERENCE

26. A reference is terminated when any of the following occurs:
- a. the council gives the parties its advice under section 12;
 - b. the expiration of the applicable time period in section 12 or 14; or
 - c. the parties directly engaged in the disagreement sign a written agreement resolving the disagreement.

APPENDIX P – 6
DISPUTE RESOLUTION

ARBITRATION

DEFINITIONS

1. In this Appendix:

"applicant" means:

- i) in an arbitration commenced under paragraph 27 of the Chapter, the party that delivered the notice of arbitration, and
- ii) in an arbitration commenced under paragraph 28 of the Chapter, the party that the parties have agreed will be the applicant in the agreement to arbitrate;

"arbitral award" means any decision of the arbitral tribunal on the substance of the disagreement submitted to it, and includes:

- i) an interim arbitral award, including an interim award made for the preservation of property, and
- ii) an award of interest or costs;

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

"arbitration agreement" includes:

- i) the requirement to refer to arbitration disagreements described in paragraph 27 of the Chapter; and
- ii) an agreement to arbitrate a disagreement as described in paragraph 28 of the Chapter;

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

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

"respondent" means a party other than the applicant;

"section" means a section of this Appendix;

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

GENERAL

2. A reference in this Appendix, other than in section 87 or 116.a, to a claim, applies to a counterclaim, and a reference in this Appendix to a defence, applies to a defence to a counterclaim.
3. Despite paragraph 4 of the Chapter, the parties may not vary section 53 or 97.

COMMUNICATIONS

4. Except in respect of administrative details, the parties will not communicate with the arbitral tribunal:
 - a. orally, except in the presence of all other parties; or
 - b. in writing, without immediately sending a copy of that communication to all other parties.
5. Section 4 also applies to any communication by the arbitral tribunal to the parties.

WAIVER OF RIGHT TO OBJECT

6. A party that knows that:
 - a. any provision of this Appendix; or
 - b. any requirement under the Agreement or arbitration agreementhas not been complied with, and yet proceeds with the arbitration without stating its objection to noncompliance without undue delay or, if a time limit is provided for stating that objection, within that period of time, will be deemed to have waived its right to object.
7. In section 6.a "any provision of this Appendix" means any provision of this Appendix in respect of which the parties may otherwise agree.

EXTENT OF JUDICIAL INTERVENTION

8. In matters governed by this Appendix:
 - a. no court shall intervene except as provided in this Appendix; and
 - b. no arbitral proceedings of an arbitral tribunal, or an order, ruling or arbitral award made by an arbitral tribunal shall be questioned, reviewed or restrained by a proceeding under any legislation or other law that permits judicial review except to the extent provided in this Appendix.

CONSTRUCTION OF APPENDIX

9. In construing a provision of this Appendix, a court or arbitral tribunal may refer to the documents of the United Nations Commission on International Trade Law and its working group respecting the preparation of the UNCITRAL Model Arbitration Law and must give those documents the weight that is appropriate in the circumstances.

STAY OF LEGAL PROCEEDINGS

10. If a Party commences legal proceedings in a court against another Party in respect of a matter required or agreed to be submitted to arbitration, a Party to the legal proceedings may, before or after entering an appearance, and before delivery of any pleadings or taking any other step in the proceedings, apply to that court to stay the proceedings.
11. In an application under section 10, the court must make an order staying the legal proceedings unless it determines that:
 - a. the arbitration agreement is null and void, inoperative or incapable of being performed; or
 - b. the legal proceedings are permitted under the Chapter.
12. An arbitration may be commenced or continued, and an arbitral award made, even if an application has been brought under section 10, and the issue is pending before the court.

INTERIM MEASURES BY COURT

13. It is not incompatible with an arbitration agreement for a Party to request from a court, before or during arbitral proceedings, an interim measure of protection as provided in paragraph 13 of the Chapter, and for a court to grant that measure.

COMMENCEMENT OF ARBITRAL PROCEEDINGS

14. The arbitral proceedings in respect of a disagreement:
- a. required to be arbitrated as set out in paragraph 27 of the Chapter, commences on delivery of the notice of arbitration to the Parties; or
 - b. agreed to be arbitrated as set out in paragraph 28 of the Chapter, commences on the date of the arbitration agreement.

NOTICE OF ARBITRATION

15. A notice of arbitration under paragraph 27 of the Chapter must be in writing and contain the following information:
- a. a statement of the subject matter or issues of the disagreement;
 - b. a requirement that the disagreement be referred to arbitration;
 - c. the remedy sought;
 - d. the suggested number of arbitrators; and
 - e. any preferred qualifications of the arbitrators.
16. A notice of arbitration under section 15 may contain the names of any proposed arbitrators, including the information specified in section 17.

ARBITRATORS

17. In an arbitration:
- a. required to be arbitrated as set out in paragraph 27 of the Chapter, there will be three arbitrators; and
 - b. agreed to be arbitrated as set out in paragraph 28 of the Chapter, there will be one arbitrator.
18. A person eligible for appointment as:
- a. a single arbitrator or as chair of an arbitral tribunal will be an experienced arbitrator or arbitration counsel or have had training in arbitral procedure; and

- b. a single arbitrator or member of an arbitral panel:
 - i. will be independent and impartial, and
 - ii. preferably, will have knowledge of, or experience in, the subject matter or issues of the disagreement.

APPOINTMENT OF ARBITRATORS

- 19. A party proposing the name of an arbitrator to another party under section 20 will also submit a copy of that person's resume and the statement that person is required to make under section 26.
- 20. In an arbitration with a single arbitrator, if the parties fail to agree on the arbitrator within 30 days after the commencement of the arbitration, the appointment will be made by the neutral appointing authority, on the written request of a party that is copied to the other parties.
- 21. In an arbitration with three arbitrators and two parties:
 - a. each party will appoint one arbitrator, and the two appointed arbitrators will jointly appoint the third arbitrator; and
 - b. the three arbitrators will select a chair from among themselves.
- 22. In the appointment procedure under section 21, if:
 - a. a party fails to appoint an arbitrator within 30 days after receipt of a request to do so from the other party;
 - b. the two appointed arbitrators fail to agree on the third arbitrator within 30 days after the last of them was appointed; or
 - c. the three arbitrators fail to select a chair within 15 days after the last of them was appointed,

the applicable appointment will be made by the neutral appointing authority, on the written request of a party that is copied to the other parties.
- 23. In an arbitration with three arbitrators and three parties:
 - a. the three parties will jointly appoint the three arbitrators; and
 - b. the three arbitrators will select a chair from among themselves.

24. In the appointment procedure under section 23, if:
- a. the three parties fail to agree on the three arbitrators within 60 days after the commencement of the arbitration; or
 - b. the three arbitrators fail to select a chair within 15 days after the last of them was appointed,
- the applicable appointments will be made by the neutral appointing authority, on the written request of a party copied to the other parties.
25. The neutral appointing authority, in appointing an arbitrator or chair, must have due regard to:
- a. any qualifications set out in section 18 or as otherwise agreed in writing by the parties; and
 - b. other considerations as are likely to secure the appointment of an independent and impartial arbitrator or chair.

GROUND FOR CHALLENGE

26. When a person is approached in connection with possible appointment as an arbitrator, that person must provide a written statement:
- a. disclosing any circumstances likely to give rise to justifiable doubts as to their independence or impartiality; or
 - b. advising that the person is not aware of any circumstances of that nature and committing to disclose them if they arise or become known at a later date.
27. An arbitrator, from the time of appointment and throughout the arbitral proceedings, must, without delay, disclose to the parties any circumstances referred to in section 26 unless the parties have already been informed of them.
28. An arbitrator may be challenged only if:
- a. circumstances exist that give rise to justifiable doubts as to the arbitrator's independence or impartiality; or
 - b. the arbitrator does not possess the qualifications set out in this Appendix or as otherwise agreed in writing by the parties.

29. A party may only challenge an arbitrator appointed by that party, or in whose appointment that party has participated, for reasons of which that party becomes aware after the appointment has been made.
30. A person who is a Lheidli T'enneh citizen, or related to a Lheidli T'enneh citizen, may not be challenged under section 28 solely on the grounds of that citizenship or relationship.

CHALLENGE PROCEDURE

31. A party who intends to challenge an arbitrator will send to the arbitral tribunal a written statement of the reasons for the challenge within 15 days after becoming aware of the constitution of the arbitral tribunal, or after becoming aware of any circumstances referred to in section 28.
32. Unless the arbitrator challenged under section 31 withdraws from office, or the other parties agree to the challenge, the arbitral tribunal must decide on the challenge.
33. If a challenge under any procedure agreed upon by the parties or under the procedure under section 31 is not successful, the challenging party, within 30 days after having received notice of the decision rejecting the challenge, may request the neutral appointing authority to decide on the challenge.
34. The decision of the neutral appointing authority under section 33 is final and is not subject to appeal.
35. While a request under section 33 is pending, the arbitral tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an arbitral award unless:
 - a. the costs occasioned by proceeding before the decision of the neutral appointing authority is made would unduly prejudice the parties; or
 - b. the parties agree otherwise.

FAILURE OR IMPOSSIBILITY TO ACT

36. The mandate of an arbitrator terminates if the arbitrator becomes unable at law, or as a practical matter, to perform the arbitrator's functions, or for other reasons fails to act without undue delay.

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

TERMINATION OF MANDATE AND SUBSTITUTION OF ARBITRATOR

38. In addition to the circumstances referred to under sections 31 to 33, and 36, the mandate of an arbitrator terminates:
- a. if the arbitrator withdraws from office for any reason; or
 - b. by, or pursuant to, agreement of the parties.
39. If the mandate of an arbitrator terminates, a replacement arbitrator must be appointed under sections 19 to 25, as applicable.
40. If a single or chairing arbitrator is replaced, any hearings previously held must be repeated.
41. If an arbitrator other than a single or chairing arbitrator is replaced, any hearings previously held may be repeated at the discretion of the arbitral tribunal.
42. An order or ruling of the arbitral tribunal made before the replacement of an arbitrator under section 39 is not invalid solely because there has been a change in the composition of the tribunal.

COMPETENCE OF ARBITRAL TRIBUNAL TO RULE ON ITS JURISDICTION

43. An arbitral tribunal may rule on its own jurisdiction.
44. A plea that an arbitral tribunal does not have jurisdiction must be raised not later than the submission of the statement of defence; but a party is not precluded from raising that plea by the fact that the party has appointed, or participated in the appointment of, an arbitrator.
45. A plea that an arbitral tribunal is exceeding the scope of its authority must be made as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings.
46. An arbitral tribunal may, in either of the cases referred to in section 44 or 45, admit a later plea if it considers the delay justified.
47. An arbitral tribunal may rule on a plea referred to in section 44 or 45 either as a preliminary question or in the arbitral award.

48. If an arbitral tribunal rules as a preliminary question that it has jurisdiction, any party, within 15 days after having received notice of that ruling, may request the Supreme Court to decide the matter.
49. A decision of the Supreme Court under section 48 is final and is not subject to appeal.
50. While a request under section 48 is pending, an arbitral tribunal may continue the arbitral proceedings and make an arbitral award unless:
 - a. the costs occasioned by proceeding before the decision of the Supreme Court is made would unduly prejudice the parties; or
 - b. the parties agree otherwise.

INTERIM MEASURES ORDERED BY ARBITRAL TRIBUNAL

51. Unless otherwise agreed by the parties, the arbitral tribunal may, at the request of a party, order a party to take any interim measure of protection as the arbitral tribunal may consider necessary in respect of the subject matter of the disagreement.
52. The arbitral tribunal may require a party to provide appropriate security in connection with a measure ordered under section 51.

EQUAL TREATMENT OF PARTIES

53. The parties must be treated with equality and each party must be given a full opportunity to present its case.

DETERMINATION OF RULES OF PROCEDURE

54. Subject to this Appendix, the parties may agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings.
55. Failing any agreement under section 54, the arbitral tribunal, subject to this Appendix, may conduct the arbitration in the manner it considers appropriate.
56. The arbitral tribunal is not required to apply the legal rules of evidence, and may determine the admissibility, relevance, materiality and weight of any evidence.

57. The arbitral tribunal must make all reasonable efforts to conduct the arbitral proceedings in the most efficient, expeditious and cost effective manner as is appropriate in all the circumstances of the case.
58. The arbitral tribunal may extend or abridge a period of time:
 - a. set in this Appendix, except the period specified in section 106; or
 - b. established by the tribunal.

PRE-HEARING MEETING

59. Within 10 days after the chair of the arbitral tribunal is selected, the tribunal must convene a pre-hearing meeting of the parties to reach agreement and to make any necessary orders on:
 - a. any procedural issues arising under this Appendix;
 - b. the procedure to be followed in the arbitration;
 - c. the time periods for taking steps in the arbitration;
 - d. the scheduling of hearings or meetings, if any;
 - e. any preliminary applications or objections; and
 - f. any other matter which will assist the arbitration to proceed in an efficient and expeditious manner.
60. The arbitral tribunal must prepare and distribute promptly to the parties a written record of all the business transacted, and decisions and orders made, at the pre-hearing meeting.
61. The pre-hearing meeting may be conducted by conference call.

PLACE OF ARBITRATION

62. The arbitration will take place in the Province of British Columbia.
63. Despite section 62, an arbitral tribunal may meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of documents, goods or other personal property, or for viewing physical locations.

LANGUAGE

64. If the arbitral tribunal determines that it was necessary or reasonable for a party to incur the costs of translation of documents and oral presentations in the circumstances of a particular disagreement, the arbitral tribunal, on application of a party, may order that any of the costs of that translation be deemed to be costs of the arbitration under paragraph 43 of the Chapter.

STATEMENTS OF CLAIM AND DEFENCE

65. Within 21 days after the arbitral tribunal is constituted, the applicant will deliver a written statement to all the Parties stating the facts supporting its claim or position, the points at issue and the relief or remedy sought.
66. Within 15 days after receipt of the applicant's statement, each respondent will deliver a written statement to all the Parties stating its defence or position in respect of those particulars.
67. Each party must attach to its statement a list of documents:
- a. upon which the party intends to rely; and
 - b. which describes each document by kind, date, author, addressee and subject matter.
68. The parties may amend or supplement their statements, including the list of documents, and deliver counter-claims and defences to counter-claims during the course of the arbitral proceedings, unless the arbitral tribunal considers it inappropriate to allow the amendment, supplement or additional pleadings having regard to:
- a. the delay in making it; and
 - b. any prejudice suffered by the other parties.
69. The parties will deliver copies of all amended, supplemented or new documents delivered under section 68 to all the Parties.

DISCLOSURE

70. The arbitral tribunal may order a party to produce, within a specified time, any documents that:

- a. have not been listed under section 67;
 - b. the party has in its care, custody or control; and
 - c. the arbitral tribunal considers to be relevant.
- 71. Each party will allow the other party the necessary access at reasonable times to inspect and take copies of all documents that the former party has listed under section 67, or that the arbitral tribunal has ordered to be produced under section 70.
- 72. The parties will prepare and send to the arbitral tribunal an agreed statement of facts within the time specified by the arbitral tribunal.
- 73. Not later than 21 days before a hearing commences, each party will give the other party:
 - a. the name and address of any witness and a written summary of the witness's evidence; and
 - b. in the case of an expert witness, a written statement or report prepared by the expert witness.
- 74. Not later than 15 days before a hearing commences, each party will give to the other party and the arbitral tribunal an assembly of all documents to be introduced at the hearing.

HEARINGS AND WRITTEN PROCEEDINGS

- 75. The arbitral tribunal must decide whether to hold hearings for the presentation of evidence or for oral argument, or whether the proceedings will be conducted on the basis of documents and other materials.
- 76. Unless the parties have agreed that no hearings will be held, the arbitral tribunal must hold hearings at an appropriate stage of the proceedings, if so requested by a party.
- 77. The arbitral tribunal must give the parties sufficient advance notice of any hearing and of any meeting of the arbitral tribunal for the purpose of inspection of documents, goods or other property or viewing any physical location.
- 78. All statements, documents or other information supplied to, or applications made to, the arbitral tribunal by one party will be communicated to the other party, and any expert report or evidentiary document on which the arbitral tribunal may rely in making its decision must be communicated to the parties.

79. Unless ordered by the arbitral tribunal, all hearings and meetings in arbitral proceedings, other than meetings of the arbitral tribunal, are open to the public.
80. The arbitral tribunal must schedule hearings to be held on consecutive days until completion.
81. All oral evidence must be taken in the presence of the arbitral tribunal and all the parties unless a party is absent by default or has waived the right to be present.
82. The arbitral tribunal may order any individual to be examined by the arbitral tribunal under oath or on affirmation in relation to the disagreement and to produce before the arbitral tribunal all relevant documents within the individual's care, custody or control.
83. The document assemblies delivered under section 74 will be deemed to have been entered into evidence at the hearing without further proof and without being read out at the hearing, but a party may challenge the admissibility of any document so introduced.
84. If the arbitral tribunal considers it just and reasonable to do so, the arbitral tribunal may permit a document that was not previously listed under section 67, or produced as required under section 70 or 74, to be introduced at the hearing, but the arbitral tribunal may take that failure into account when fixing the costs to be awarded in the arbitration.
85. If the arbitral tribunal permits the evidence of a witness to be presented as a written statement, the other party may require that witness to be made available for cross examination at the hearing.
86. The arbitral tribunal may order a witness to appear and give evidence, and, in that event, the parties may cross examine that witness and call evidence in rebuttal.

DEFAULT OF A PARTY

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

89. If, without showing sufficient cause, a party fails to appear at the hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make the arbitral award on the evidence before it.
90. Before terminating the proceedings under section 87, the arbitral tribunal must give all respondents written notice providing an opportunity to file a statement of claim in respect of the disagreement within a specified period of time.

EXPERT APPOINTED BY ARBITRAL TRIBUNAL

91. After consulting the parties, the arbitral tribunal may:
 - a. appoint one or more experts to report to it on specific issues to be determined by the arbitral tribunal; and
 - b. for that purpose, require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other personal property or land for inspection or viewing.
92. The arbitral tribunal must give a copy of the expert's report to the parties who must have an opportunity to reply to it.
93. If a party so requests, or if the arbitral tribunal considers it necessary, the expert must, after delivery of a written or oral report, participate in a hearing where the parties must have the opportunity to cross examine the expert and to call any evidence in rebuttal.
94. The expert must, on the request of a party:
 - a. make available to that party for examination all documents, goods or other property in the expert's possession, and provided to the expert in order to prepare a report; and
 - b. provide that party with a list of all documents, goods or other personal property or land not in the expert's possession but which were provided to or given access to the expert, and a description of the location of those documents, goods or other personal property or lands.

LAW APPLICABLE TO SUBSTANCE OF DISPUTE

95. An arbitral tribunal must decide the disagreement in accordance with the law.
96. If the parties have expressly authorized it to do so, an arbitral tribunal may decide the disagreement based upon equitable considerations.

97. In all cases, an arbitral tribunal must make its decisions in accordance with the spirit and intent of the Agreement.
98. Before a final arbitral award is made, an arbitral tribunal or a party, with the agreement of the other parties, may refer a question of law to the Supreme Court for a ruling.
99. A party may appeal a decision in the Supreme Court under section 98 to the British Columbia Court of Appeal with leave of the British Columbia Court of Appeal. If the British Columbia Court of Appeal:
 - a. refuses to grant leave to a party to appeal a ruling of the Supreme Court under section 98; or
 - b. hears an appeal from a ruling of the Supreme Court under section 98,the decision of the British Columbia Court of Appeal may not be appealed to the Supreme Court of Canada.
100. While a request under section 98 is pending, the arbitral tribunal may continue the arbitral proceedings and make an arbitral award unless:
 - a. the costs occasioned by proceeding before the ruling of the Supreme Court is made would unduly prejudice the parties; or
 - b. the parties agree otherwise.

DECISION MAKING BY PANEL OF ARBITRATORS

101. In arbitral proceedings with more than one arbitrator, any decision of the arbitral tribunal must be made by a majority of all its members.
102. If there is no majority decision on a matter to be decided, the decision of the chair of the tribunal is the decision of the tribunal.
103. Notwithstanding section 101, if authorized by the parties or all the members of the arbitral tribunal, questions of procedure may be decided by the chair of the tribunal.

SETTLEMENT

104. If, during arbitral proceedings, the parties settle the disagreement, the arbitral tribunal must terminate the proceedings and, if requested by the parties, must record the settlement in the form of an arbitral award on agreed terms.
105. An arbitral award on agreed terms:
- a. must be made in accordance with sections 107 to 109;
 - b. must state that it is an arbitral award; and
 - c. has the same status and effect as any other arbitral award on the substance of the disagreement.

FORM AND CONTENT OF ARBITRAL AWARD

106. An arbitral tribunal must make its final award as soon as possible and, in any event, not later than 60 days after:
- a. the hearings have been closed; or
 - b. the final submission has been made,
- whichever is the later date.
107. An arbitral award must be made in writing, and be signed by the members of the arbitral tribunal.
108. An arbitral award must state the reasons upon which it is based, unless:
- a. the parties have agreed that no reasons are to be given; or
 - b. the award is an arbitral award on agreed terms under section 104 and 105.
109. A signed copy of an arbitral award must be delivered to all the Parties by the arbitral tribunal.
110. At any time during the arbitral proceedings, an arbitral tribunal may make an interim arbitral award on any matter with respect to which it may make a final arbitral award.
111. An arbitral tribunal may award interest.
112. The costs of an arbitration are in the discretion of the arbitral tribunal which, in making an order for costs, may:

- a. include as costs:
 - i. the fees and expenses of the arbitrators and expert witnesses,
 - ii. legal fees and expenses of the parties,
 - iii. any administration fees of a neutral appointing authority, or
 - iv. any other expenses incurred in connection with the arbitral proceedings; and
 - b. specify:
 - i. the party entitled to costs,
 - ii. the party who will pay the costs,
 - iii. subject to section 113, the amount of costs or method of determining that amount, and
 - iv. the manner in which the costs will be paid.
113. For purposes of section 112, an arbitral tribunal may award up to 50% of the reasonable and necessary legal fees and expenses that were actually incurred by a party, and if the legal services were provided by an employee or employees of that party, the arbitral tribunal may fix an amount or determine an hourly rate to be used in the calculation of the cost of those employee legal fees.

TERMINATION OF PROCEEDINGS

114. An arbitral tribunal must close any hearings if:
- a. the parties advise they have no further evidence to give or submissions to make; or
 - b. the tribunal considers further hearings to be unnecessary or inappropriate.
115. A final arbitral award, or an order of the arbitral tribunal under section 116, terminates arbitral proceedings.
116. An arbitral tribunal must issue an order for the termination of the arbitral proceedings if:

- a. the applicant withdraws its claim, unless the respondent objects to the order and the arbitral tribunal recognizes a legitimate interest in obtaining a final settlement of the disagreement;
 - b. the parties agree on the termination of the proceedings; or
 - c. the arbitral tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.
117. Subject to sections 118 to 123 and section 127, the mandate of an arbitral tribunal terminates with the termination of the arbitral proceedings.

CORRECTION AND INTERPRETATION OF AWARD; ADDITIONAL AWARD

118. Within 30 days after receipt of an arbitral award:
- a. a party may request the arbitral tribunal to correct in the tribunal award any computation errors, any clerical or typographical errors or any other errors of a similar nature; and
 - b. a party may, if agreed by all the parties, request the arbitral tribunal to give an interpretation of a specific point or part of the arbitral award.
119. If an arbitral tribunal considers a request made under section 118 to be justified, it must make the correction or give the interpretation within 30 days after receipt of the request and the interpretation will form part of the arbitral award.
120. An arbitral tribunal, on its own initiative, may correct any error of the type referred to in subsection 118.a within 30 days after the date of the arbitral award.
121. A party may request, within 30 days after receipt of an arbitral award, the arbitral tribunal to make an additional arbitral award respecting claims presented in the arbitral proceedings but omitted from the arbitral award.
122. If the arbitral tribunal considers a request made under section 121 to be justified, it must make an additional arbitral award within 60 days.
123. Sections 107 to 109, and sections 111 to 113 apply to a correction or interpretation of an arbitral award made under section 119 or 120, or to an additional arbitral award made under section 122.

APPLICATION FOR SETTING ASIDE ARBITRAL AWARD

124. Subject to sections 129 and 131, an arbitral award may be set aside by the Supreme Court, and no other court, only if a party making the application establishes that:
- a. the party making the application:
 - i. was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings, or
 - ii. was otherwise unable to present its case or respond to the other party's case;
 - b. the arbitral award:
 - i. deals with a disagreement not contemplated by or not falling within the terms of the submission to arbitration, or
 - ii. contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the arbitral award that contains decisions on matters not submitted to arbitration may be set aside;
 - c. the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless that agreement was in conflict with a provision of this Appendix from which the parties cannot derogate, or, failing any agreement, was not in accordance with this Appendix;
 - d. the arbitral tribunal or a member of it has committed a corrupt or fraudulent act; or
 - e. the award was obtained by fraud.
125. An application for setting aside may not be made more than three months:
- a. after the date on which the party making that application received the arbitral award; or
 - b. if a request had been made under section 118 or 121, after the date on which that request was disposed of by the arbitral tribunal.
126. An application to set aside an award on the ground that the arbitral tribunal or a member of it has committed a corrupt or fraudulent act or that the award was obtained by fraud must be commenced:

- a. within the period referred to in section 125; or
 - b. within 30 days after the applicant discovers or ought to have discovered the fraud or corrupt or fraudulent act,
- whichever is the longer period.
127. When asked to set aside an arbitral award, the Supreme Court may, where it is appropriate and it is requested by a party, adjourn the proceedings to set aside the arbitral award for a period of time determined by it in order to give the arbitral tribunal an opportunity:
- a. to resume the arbitral proceedings; or
 - b. to take any other action that, in the arbitral tribunal's opinion, will eliminate the grounds for setting aside the arbitral award.
128. A Party that was not a participating Party in an arbitration must be given notice of an application under section 124, and is entitled to be a party to, and make representation on, the application.

APPEAL ON QUESTION OF LAW

129. A party may appeal an arbitral award to the Supreme Court, with leave, on a question of law, which the Supreme Court must grant only if it is satisfied that:
- a. the importance of the result of the arbitration to the parties justifies the intervention of the court, and the determination of the point of law may prevent a miscarriage of justice; or
 - b. the point of law is of general or public importance.
130. An application for leave may not be made more than three months:
- a. after the date on which the party making the application received the arbitral award; or
 - b. if a request had been made under section 118 or 121, after the date on which that request was disposed of by the arbitral tribunal.
131. The Supreme Court may confirm, vary or set aside the arbitral award or may remit the award to the arbitral tribunal with directions, including the court's opinion on the question of law.

132. When asked to set aside an arbitral award the Supreme Court may, where it is appropriate and it is requested by a party, adjourn the proceedings to set aside the arbitral award for a period of time determined by it in order to give the arbitral tribunal an opportunity:
- a. to resume the arbitral proceedings; or
 - b. to take any other action that, in the arbitral tribunal's opinion, will eliminate the grounds for setting aside the arbitral award.
133. A Party that was not a participating Party in an arbitration must be given notice of an application under section 129 and is entitled to be a party to, and make representation on the application.
134. A party may appeal a decision of the Supreme Court under section 131 to the British Columbia Court of Appeal with leave of the British Columbia Court of Appeal.
135. If the British Columbia Court of Appeal:
- a. refuses to grant leave to a party to appeal a ruling of the Supreme Court under section 131; or
 - b. hears an appeal from a ruling of the Supreme Court under section 131,
- the decision of the British Columbia Court of Appeal may not be appealed to the Supreme Court of Canada.
136. No application may be made under section 129 in respect of:
- a. an arbitral award based upon equitable considerations as permitted in section 96; or
 - b. an arbitral award made in an arbitration commenced under paragraph 28 of the Chapter.
137. No application for leave may be brought under section 129 in respect of a ruling made by the Supreme Court under section 98 if the time for appealing that ruling has already expired.

RECOGNITION AND ENFORCEMENT

138. An arbitral award must be recognized as binding and, upon application to the Supreme Court, must be enforced subject to paragraphs 174 and 175 of the Lheidli T'enneh Governance Chapter.

139. Unless the Supreme Court orders otherwise, the party relying on an arbitral award or applying for its enforcement must supply the duly authenticated original arbitral award or a duly certified copy of it.

GROUND FOR REFUSING ENFORCEMENT

140. Subject to sections 128 and 133, a Party that was not a participating Party in an arbitration must not bring an application under section 124 or 129 to set the award aside but may resist enforcement of the award against it by bringing an application under section 141.
141. On the application of a Party that was not a participating Party in an arbitration, the Supreme Court may make an order refusing to enforce against that Party an arbitral award made under this Appendix if that Party establishes that:
- a. it was not given copies of:
 - i. the notice of arbitration or agreement to arbitrate, or
 - ii. the pleadings or all amendments and supplements to the pleadings;
 - b. the arbitral tribunal refused to add the Party as a participating Party to the arbitration under paragraph 31 of the Chapter;
 - c. the arbitral award
 - i. deals with a disagreement not contemplated by or not falling within the terms of the submission to arbitration; or
 - ii. contains decisions on matters beyond the scope of the submission to arbitration,

provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the arbitral award which contains decisions on matters submitted to arbitration may be recognized and enforced;
 - d. the arbitral award has not yet become binding on the parties or has been set aside or suspended by a court;
 - e. the arbitral tribunal or a member of it has committed a corrupt or fraudulent act; or
 - f. the award was obtained by fraud.