

**Land Transfer Agreement
Amendment**

Dated December 9, 2020

BETWEEN:

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Ministry of Indigenous Relations and Reconciliation, the Ministry of Forests, Lands and Natural Resource Operations and Rural Development and the Ministry of Transportation and Infrastructure

(the "Province")

AND:

Sechelt Indian Band, established under the *Sechelt Indian Band Self-Government Act*, on behalf of itself and shíshálh people, as represented by the hiwus (Chief) and Council

(the "shíshálh Nation")

AND:

Kwikwil Holdings Ltd., a company incorporated under the laws of British Columbia acting in its capacity as general partner of Kwikwil Holdings Limited Partnership

("kwikwil")

(the Province, shíshálh Nation, and kwikwil individually a "Party" and collectively the "Parties")

AND:

BC Transportation Financing Authority, a corporation continued under section 25(1) of the *Transportation Act*

("BCTFA")

WHEREAS:

- A. pursuant to the Land Transfer Agreement between the Parties dated for reference October 4, 2018 (the "Transfer Agreement"), the Parties agreed that the Province would transfer certain lands to kwikwil in accordance with and subject to specified terms and conditions, including those pertaining to Permitted Encumbrances (as defined in the Transfer Agreement);
- B. pursuant to section 7.4 of the Transfer Agreement, the Parties agreed that Schedule 4 Part 2 and Part 3 of the Transfer Agreement, which generally set out Permitted Encumbrances for the

Gravel Lands (as defined in the Transfer Agreement), would be amended once those Permitted Encumbrances had been finalized; and

- C. the Permitted Encumbrances pertaining to the Gravel Lands have been finalized and the Parties wish to amend the Transfer Agreement as contemplated by section 7.4 of the Transfer Agreement, as well as make other ancillary amendments, at this time.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Transfer Agreement is amended by:
 - a. deleting the content of Schedule 4 Part 2 – Permitted Encumbrances Applicable to DL 7613 Lands and replacing it with the following:
 - “Easement to the benefit of PID: 010-602-305, LOT 10 DISTRICT LOT 1438 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 7472, in the form attached as Appendix A to this Schedule
 - Easement to the benefit of PID: 010-602-399, LOT 11 DISTRICT LOT 1438 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 7472, in the form attached as Appendix B to this Schedule
 - Easement to the benefit of PID: 010-602-445 LOT 12 DISTRICT LOT 1438 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 7472, in the form attached as Appendix C to this Schedule
 - Covenant in favour of the Province, in the form attached as Appendix D to this Schedule”;
 - b. adding to Schedule 4 Appendices A-D, as attached as Schedule A to this Amendment Agreement;
 - c. deleting the content of Schedule 4 Part 3 – Permitted Encumbrances Applicable to DL 2725 Lands and replacing it with the following:
 - “Statutory Right of Way (no. BV392617) registered in favour of Terasen Gas (Vancouver Island) Inc.”
 - d. inserting in section 1.1 the following definitions:
 - “ “Current Fortis SRW” means Statutory Right of Way BV392617 registered in the name of Terasen Gas (Vancouver Island) Inc. against the DL 2725 Lands;”
 - “ “Fortis Modification Agreement” means a modification agreement between kwikwil and Fortis Energy Inc. to modify the terms of the Current Fortis SRW;”

“ “New Fortis SRW” means a Statutory Right of Way to be granted by kwikwil to Fortis Energy Inc. with respect to pipelines, works and access to be registered against title to the DL 2725 Lands;”

“ “SCRD North Access SRW” has the meaning ascribed to that term in section 5.2(h);”

and

“ “SCRD Waterworks SRW” has the meaning ascribed to that term in section 5.2(f);”

- e. inserting after section 2.1 the following section 2.1A:

“2.1A As a condition of the transfer set out in section 2.1(a), kwikwil will:

- a) obtain all executed documents required to register the SCRD Waterworks SRW, the SCRD North Access SRW, the Fortis Modification Agreement, the New Fortis SRW, and the kwikwil Lehigh Lease; and
- b) on the Closing Date, as part of the transfer application package, register the following instruments in the order set out below in the Land Title Office:
 - i) the SCRD Waterworks SRWs;
 - ii) the SCRD North Access SRW;
 - ii) the Fortis Modification Agreement;
 - iii) the New Fortis SRW; and
 - iv) the kwikwil Lehigh Lease.”

- f. deleting from section 5.2(c) the words “register the kwikwil Lehigh Lease against title to the Gravel Lands on the Closing Date in order of priority as agreed to under the kwikwil Lehigh Lease” and replacing them with the following:

“submit the kwikwil Lehigh Lease to the Land Title Office for registration against title to the Gravel Lands on the Closing Date in order of priority set out in section 2.1A(b);”

- g. deleting from section 5.2(d) the last word “and”;
- h. deleting from section 5.2(e) the period and replacing it with a semicolon;
- i. inserting the following subsections to section 5.2:

- f) not less than 30 days before the Closing Date, unless otherwise agreed, kwikwil and the Sunshine Coast Regional District, each providing notice in writing to the Province substantially in the form and content set out in Schedule 8 that they have reached agreement on the terms and

conditions of statutory rights of way with respect to waterworks and telecommunications infrastructure and access to be registered against title to the DL 2725 Lands on the Closing Date (the “SCRD Waterworks SRWs”);

- g) not less than 7 days before the Closing Date, unless otherwise agreed, legal counsel for kwikwil confirming to legal counsel for the Province that he or she has a registerable copy of the executed SCR D Waterworks SRWs and undertaking to submit the SCR D Waterworks SRWs to the Land Title Office for registration against title to the DL 2725 Lands on the Closing Date in order of priority set out in section 2.1A(b);
- h) not less than 30 days before the Closing Date, unless otherwise agreed, kwikwil and the Sunshine Coast Regional District, each providing notice in writing to the Province substantially in the form and content set out in Schedule 9 that they have reached agreement on the terms and conditions of a statutory right of way with respect to access from District Lot 2464, Group 1 New Westminster District Except Lot A (Reference Plan 2712) and part in reference plan LMP10001 to be registered against title to the DL 2725 Lands on the Closing Date (the “SCR D North Access SRW”);
- i) not less than 7 days before the Closing Date, unless otherwise agreed, legal counsel for kwikwil confirming to legal counsel for the Province that he or she has a registerable copy of the executed SCR D North Access SRW and undertaking to submit the SCR D North Access SRW to the Land Title Office for registration against title to the DL 2725 Lands on the Closing Date in order of priority set out in section 2.1A(b);
- j) not less than 30 days before the Closing Date, unless otherwise agreed, kwikwil and Fortis Energy Inc., each providing notice in writing to the Province substantially in the form and content set out in Schedule 10 that they have reached agreement on the terms and conditions of the Fortis Modification Agreement;
- k) not less than 7 days before the Closing Date, unless otherwise agreed, legal counsel for kwikwil confirming to legal counsel for the Province that he or she has a registerable copy of the Fortis Modification Agreement and undertaking to submit the Fortis Modification Agreement to the Land Title Office for registration on the Closing Date in order of priority set out in section 2.1A(b);
- l) not less than 30 days before the Closing Date, unless otherwise agreed, kwikwil and Fortis Energy Inc., each providing notice in writing to the Province substantially in the form and content set out in Schedule 11 that they have reached agreement on the terms and conditions of the New Fortis SRW; and

m) not less than 7 days before the Closing Date, unless otherwise agreed, legal counsel for kwikwiwil confirming to legal counsel for the Province that he or she has a registerable copy of the executed New Fortis SRW and undertaking to submit the New Fortis SRW to the Land Title Office for registration against title to the DL 2725 Lands on the Closing Date in order of priority set out in section 2.1A(b).

j. adding Schedules 8 – 11, as attached as Schedule B to this Amendment Agreement.

2. In all other respects the Transfer Agreement shall remain in full force and effect and is hereby ratified and confirmed.
3. Time shall continue to be of the essence in this agreement. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
4. This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy, email or facsimile copy) and delivering it to the other Party by email or facsimile transmission.

IN WITNESS WHEREOF this Agreement has been executed by each the Province, shíshálh Nation, kwikwiwil, and BCTFA as of the day and year first above written.

Signed on behalf of the
shíshálh Nation



Warren Paull
hiwus (Chief)

Kwikwil Holdings Ltd., in its capacity as
General partner of Kwikwil Holdings
Limited Partnership by its
Authorized signatory:

By: Corey August
Authorized Signatory
Name:
Title:

Dec 17, 2020
Date:

Signed on behalf of the
Province

Name:
on behalf of the Minister of
Indigenous Relations and Reconciliation



Craig Sutherland, Assistant Deputy Minister
Regional Operations Division, Coast Area
on behalf of the Minister of Forests, Lands
and Natural Resource Operations and
Rural Development

Date:

January 12, 2021
Date:

Name:
on behalf of the Minister of
Transportation and Infrastructure

Date:

BC Transportation Financing Authority
By its authorized signatory:

Authorized Signatory
Name:
Title:

Date:

Signed on behalf of the
Province



December 22, 2020

Name:
on behalf of the Minister of
Indigenous Relations and Reconciliation

Date:

Craig Sutherland, Assistant Deputy Minister
Regional Operations Division, Coast Area
on behalf of the Minister of Forests, Lands
and Natural Resource Operations and
Rural Development

Date:

Name:
on behalf of the Minister of
Transportation and Infrastructure

Date:

BC Transportation Financing Authority
By its authorized signatory:

Authorized Signatory
Name:
Title:

Date:

Schedule A of the Amendment Agreement

Appendix A

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

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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

File Ref: Sechelt C-3 Lot 10 Easement

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

**031-205-721 LOT A DISTRICT LOT 7613 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
EPP101211**

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
SEE SCHEDULE

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

(a) Filed Standard Charge Terms D.F. No. (b) Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

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

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Execution Date		
Y	M	D

Transferor(s) Signature(s)

HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA as
represented by the Minister
responsible for the Land Act by
his/her authorized signatory:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D

GREGORY WAYNE DEACON

LINDA HELEN BUCKINGHAM

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		Over part on Plan EPP101216 Dominant Lands: PID: 010-602-305, Lot 10 District Lot 1438 Group 1 New Westminster District Plan 7472

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**LAND TITLE ACT
FORM E**

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

ITEM 6.

GREGORY WAYNE DEACON, FISH FOOD NUTRITIONIST
1015 IRONWORK PASSAGE
VANCOUVER, BC V6H 3R4
As to an undivided 1/2 interest

LINDA HELEN BUCKINGHAM, SELF-EMPLOYED
6005 SECHELT INLET ROAD
SECHELT, BC V0N 3A3
As to an undivided 1/2 interest

Easement No.:

File No.:
Disposition No.:

TERMS OF INSTRUMENT - Part 2

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the land described in Item 2 of Part 1 of this Instrument (the "Land");
- B. The Transferee is the registered owner in fee simple of that certain parcel or tract of land in the Province of British Columbia more particularly known and described as:

LOT 10 DISTRICT LOT 1438 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 7472
PID: 010-602-305

(hereinafter called the "Dominant Tenement");
- C. The Transferee holds a water licence pursuant to the *Water Sustainability Act* for the benefit of the Dominant Tenement; and
- D. The Transferor has agreed on the terms and conditions hereinafter set forth to grant to the Transferee this easement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. The Transferor and Transferee hereby agree that, for the purposes of this instrument
 - (a) "Water Licence" means conditional water licence 25433 for domestic purposes and any licences which might be issued in substitution or replacement thereof; and
 - (b) "Works" means works permitted pursuant to the Water Licence including,
 - (i) a diversion dam;
 - (ii) a pipe; and
 - (iii) related works required for diversion and use of water.
- 2. The Transferor, in consideration of the sum of \$1.00 and other good and valuable consideration paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), does hereby grant unto the Transferee, including the Transferee's servants, employees, agents, tenants, invitees, licensees and contractors, the full, free and uninterrupted right, license, liberty, privilege, easement and right-of-way in common with the Transferor:

Easement No.:

File No.:
Disposition No.:

- (a) to enter, use, labour, go, return, pass and repass along, under, over and upon those portions of the Land as shown outlined by a bold line on Plan No. EPP101216 (the "Easement Area"), with or without materials, machinery, supplies, vehicles or equipment, for the purpose of constructing, drilling, digging, installing, staging, operating, removing, replacing, reconstructing, maintaining, repairing, inspecting, altering, improving and safeguarding the Works; and
 - (b) cut and remove trees as may be required, acting reasonably, to exercise the rights under subsection (a); and
 - (c) anything reasonably ancillary thereto.
3. The Transferor covenants and agrees with the Transferee that:
- (a) the Transferor will not do or permit to be done any act or thing which will obstruct access by the Transferee, its servants, employees, agents, tenants, invitees, licensees and contractors and their materials, supplies, vehicles or equipment to, upon or over the Easement Area or any part thereof;
 - (b) the Transferor will not keep the Easement Area, or permit the Easement Area to be kept, in an unsafe, unclean or unsanitary condition; and
 - (c) the Transferee, performing and observing the terms, covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, license, liberties, privileges, easements and rights-of-way hereby granted without hindrance, molestation or interruption on the part of the Transferor or of any person, firm or corporation claiming by, through, under or in trust for, the Transferor.
4. The Transferee covenants and agrees with the Transferor that the Transferee will not:
- (a) cut or remove any merchantable timber, without paying the Stumpage Rate to the Transferor;
 - (b) construct, erect or install any improvements other than the Works in the Easement Area without prior written consent of the Transferor;
 - (c) carry out any unworkmanlike work or activities in the Easement Area;
 - (d) keep the Works within the Easement Area in an unsafe, unclean or unsanitary condition; or
 - (e) exercise the rights granted herein in an unlawful manner.
5. It is mutually understood, agreed and declared by and between the Transferor and the Transferee, as parties hereto, that:
- (a) for the purpose of this agreement, "Stumpage Rate" shall mean the sum equivalent to

Easement No.:

File No.:
Disposition No.:

stumpage payable to the Province of British Columbia for linear tenures pursuant to the *Forest Act*;

- (b) notwithstanding any rule of law or equity to the contrary, all chattels, equipment, supplies, fixtures or other materials comprising the Works or otherwise installed over, on, in or under the Easement Area are the property of the Transferee even if attached to the Land;
- (c) notwithstanding anything contained in this instrument, neither the Transferor named herein nor any future owner of the Land or any portion of the Land shall be liable under any covenant and agreement contained herein where such liability arises by reason of an act or omission occurring after the Transferor or any future owner ceases to have a further interest in the Land;
- (d) any waiver by the Transferee of
 - (i) a provision of this instrument; or
 - (ii) a default or breach by the Transferor of an obligation under this instrument

will be in writing and signed by the Transferee and will not be a waiver of any other provision, obligation or subsequent breach or default;

- (e) that this agreement shall be interpreted according to the laws of the Province of British Columbia;
- (f) that this agreement shall be construed as running with the land, that no part of the fee of the soil thereof shall pass to or be vested in the Transferee under or by these presents and that the Transferor may fully use and enjoy the Easement Area subject to the rights and restrictions herein provided;
- (g) that the expressions Transferor and Transferee herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits; and
- (h) that wherever the singular or masculine are used in the agreement they shall be construed as meaning the plural or feminine or body corporate or politic where the context or the parties hereof so require.

END OF DOCUMENT

Appendix B

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

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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

File Ref: Sechelt C-4 Lot 11 Easement

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

**031-205-721 LOT A DISTRICT LOT 7613 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
EPP101211**

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

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

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Execution Date		
Y	M	D

Transferor(s) Signature(s)

HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA as
represented by the Minister
responsible for the Land Act by
his/her authorized signatory:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		Over part on Plan EPP101216 Dominant Lands: PID: 010-602-399, Lot 11 District Lot 1438 Group 1 New Westminster District Plan 7472

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**LAND TITLE ACT
FORM E**

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

ITEM 6.

GREGORY WAYNE DEACON, FISH FOOD NUTRITIONIST
1015 IRONWORK PASSAGE
VANCOUVER, BC V6H 3R4
As to an undivided 1/2 interest

LINDA HELEN BUCKINGHAM, SELF-EMPLOYED
6005 SECHELT INLET ROAD
SECHELT, BC V0N 3A3
As to an undivided 1/2 interest

Easement No.:

File No.:
Disposition No.:

TERMS OF INSTRUMENT - Part 2

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the land described in Item 2 of Part 1 of this Instrument (the "Land");
- B. The Transferee is the registered owner in fee simple of that certain parcel or tract of land in the Province of British Columbia more particularly known and described as:

LOT 11 DISTRICT LOT 1438 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 7472
PID: 010-602-399

(hereinafter called the "Dominant Tenement");
- C. The Transferee holds a water licence pursuant to the *Water Sustainability Act* for the benefit of the Dominant Tenement; and
- D. The Transferor has agreed on the terms and conditions hereinafter set forth to grant to the Transferee this easement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. The Transferor and Transferee hereby agree that, for the purposes of this instrument
 - (a) "Water Licence" means conditional water licence 25434 for domestic purposes and any licences which might be issued in substitution or replacement thereof; and
 - (b) "Works" means works permitted pursuant to the Water Licence including,
 - (i) a diversion dam;
 - (ii) a pipe; and
 - (iii) related works required for diversion and use of water.
- 2. The Transferor, in consideration of the sum of \$1.00 and other good and valuable consideration paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), does hereby grant unto the Transferee, including the Transferee's servants, employees, agents, tenants, invitees, licensees and contractors, the full, free and uninterrupted right, license, liberty, privilege, easement and right-of-way in common with the Transferor:

Easement No.:

File No.:
Disposition No.:

- (a) to enter, use, labour, go, return, pass and repass along, under, over and upon those portions of the Land as shown outlined by a bold line on Plan No. EPP101216 (the "Easement Area"), with or without materials, machinery, supplies, vehicles or equipment, for the purpose of constructing, drilling, digging, installing, staging, operating, removing, replacing, reconstructing, maintaining, repairing, inspecting, altering, improving and safeguarding the Works; and
 - (b) cut and remove trees as may be required, acting reasonably, to exercise the rights under subsection (a); and
 - (c) anything reasonably ancillary thereto.
3. The Transferor covenants and agrees with the Transferee that:
 - (a) the Transferor will not do or permit to be done any act or thing which will obstruct access by the Transferee, its servants, employees, agents, tenants, invitees, licensees and contractors and their materials, supplies, vehicles or equipment to, upon or over the Easement Area or any part thereof;
 - (b) the Transferor will not keep the Easement Area, or permit the Easement Area to be kept, in an unsafe, unclean or unsanitary condition; and
 - (c) the Transferee, performing and observing the terms, covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, license, liberties, privileges, easements and rights-of-way hereby granted without hindrance, molestation or interruption on the part of the Transferor or of any person, firm or corporation claiming by, through, under or in trust for, the Transferor.
4. The Transferee covenants and agrees with the Transferor that the Transferee will not:
 - (a) cut or remove any merchantable timber, without paying the Stumpage Rate to the Transferor;
 - (b) construct, erect or install any improvements other than the Works in the Easement Area without prior written consent of the Transferor;
 - (c) carry out any unworkmanlike work or activities in the Easement Area;
 - (d) keep the Works within the Easement Area in an unsafe, unclean or unsanitary condition; or
 - (e) exercise the rights granted herein in an unlawful manner.
5. It is mutually understood, agreed and declared by and between the Transferor and the Transferee, as parties hereto, that:
 - (a) for the purpose of this agreement, "Stumpage Rate" shall mean the sum equivalent to

Easement No.:

File No.:
Disposition No.:

stumpage payable to the Province of British Columbia for linear tenures pursuant to the *Forest Act*;

- (b) notwithstanding any rule of law or equity to the contrary, all chattels, equipment, supplies, fixtures or other materials comprising the Works or otherwise installed over, on, in or under the Easement Area are the property of the Transferee even if attached to the Land;
- (c) notwithstanding anything contained in this instrument, neither the Transferor named herein nor any future owner of the Land or any portion of the Land shall be liable under any covenant and agreement contained herein where such liability arises by reason of an act or omission occurring after the Transferor or any future owner ceases to have a further interest in the Land;
- (d) any waiver by the Transferee of
 - (i) a provision of this instrument; or
 - (ii) a default or breach by the Transferor of an obligation under this instrument

will be in writing and signed by the Transferee and will not be a waiver of any other provision, obligation or subsequent breach or default;

- (e) that this agreement shall be interpreted according to the laws of the Province of British Columbia;
- (f) that this agreement shall be construed as running with the land, that no part of the fee of the soil thereof shall pass to or be vested in the Transferee under or by these presents and that the Transferor may fully use and enjoy the Easement Area subject to the rights and restrictions herein provided;
- (g) that the expressions Transferor and Transferee herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits; and
- (h) that wherever the singular or masculine are used in the agreement they shall be construed as meaning the plural or feminine or body corporate or politic where the context or the parties hereof so require.

END OF DOCUMENT

Appendix C

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

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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

File Ref: Sechelt C-5 Lot 12 Easement

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

**031-205-721 LOT A DISTRICT LOT 7613 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
EPP101211**

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
SEE SCHEDULE

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

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

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

SANDRA LYNN BUCKINGHAM, UNSTATED

6250 LOGAN LANE

VANCOUVER

BRITISH COLUMBIA

V6T 2K9

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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

Officer Signature(s)

Execution Date

Y	M	D

Transferor(s) Signature(s)

HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA as
represented by the Minister
responsible for the Land Act by
his/her authorized signatory:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		Over part on Plan EPP101216 Dominant Lands: PID: 010-602-445, Lot 12 District Lot 1438 Group 1 New Westminster District Plan 7472

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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Easement No.:

File No.:
Disposition No.:

TERMS OF INSTRUMENT - Part 2

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the land described in Item 2 of Part 1 of this Instrument (the "Land");
- B. The Transferee is the registered owner in fee simple of that certain parcel or tract of land in the Province of British Columbia more particularly known and described as:
- LOT 12 DISTRICT LOT 1438 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 7472
PID: 010-602-445
- (hereinafter called the "Dominant Tenement");
- C. The Transferee holds a water licence pursuant to the *Water Sustainability Act* for the benefit of the Dominant Tenement; and
- D. The Transferor has agreed on the terms and conditions hereinafter set forth to grant to the Transferee this easement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Transferor and Transferee hereby agree that, for the purposes of this instrument
- (a) "Water Licence" means conditional water licence 25435 for domestic purposes and any licences which might be issued in substitution or replacement thereof; and
- (b) "Works" means works permitted pursuant to the Water Licence including,
- (i) a diversion dam;
- (ii) a pipe; and
- (iii) related works required for diversion and use of water.
2. The Transferor, in consideration of the sum of \$1.00 and other good and valuable consideration paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), does hereby grant unto the Transferee, including the Transferee's servants, employees, agents, tenants, invitees, licensees and contractors, the full, free and uninterrupted right, license, liberty, privilege, easement and right-of-way in common with the Transferor:

Easement No.:

File No.:
Disposition No.:

- (a) to enter, use, labour, go, return, pass and repass along, under, over and upon those portions of the Land as shown outlined by a bold line on Plan No. EPP101216 (the "Easement Area"), with or without materials, machinery, supplies, vehicles or equipment, for the purpose of constructing, drilling, digging, installing, staging, operating, removing, replacing, reconstructing, maintaining, repairing, inspecting, altering, improving and safeguarding the Works; and
 - (b) cut and remove trees as may be required, acting reasonably, to exercise the rights under subsection (a); and
 - (c) anything reasonably ancillary thereto.
3. The Transferor covenants and agrees with the Transferee that:
- (a) the Transferor will not do or permit to be done any act or thing which will obstruct access by the Transferee, its servants, employees, agents, tenants, invitees, licensees and contractors and their materials, supplies, vehicles or equipment to, upon or over the Easement Area or any part thereof;
 - (b) the Transferor will not keep the Easement Area, or permit the Easement Area to be kept, in an unsafe, unclean or unsanitary condition; and
 - (c) the Transferee, performing and observing the terms, covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, license, liberties, privileges, easements and rights-of-way hereby granted without hindrance, molestation or interruption on the part of the Transferor or of any person, firm or corporation claiming by, through, under or in trust for, the Transferor.
4. The Transferee covenants and agrees with the Transferor that the Transferee will not:
- (a) cut or remove any merchantable timber, without paying the Stumpage Rate to the Transferor;
 - (b) construct, erect or install any improvements other than the Works in the Easement Area without prior written consent of the Transferor;
 - (c) carry out any unworkmanlike work or activities in the Easement Area;
 - (d) keep the Works within the Easement Area in an unsafe, unclean or unsanitary condition; or
 - (e) exercise the rights granted herein in an unlawful manner.
5. It is mutually understood, agreed and declared by and between the Transferor and the Transferee, as parties hereto, that:
- (a) for the purpose of this agreement, "Stumpage Rate" shall mean the sum equivalent to

Easement No.:

File No.:
Disposition No.:

stumpage payable to the Province of British Columbia for linear tenures pursuant to the *Forest Act*;

- (b) notwithstanding any rule of law or equity to the contrary, all chattels, equipment, supplies, fixtures or other materials comprising the Works or otherwise installed over, on, in or under the Easement Area are the property of the Transferee even if attached to the Land;
- (c) notwithstanding anything contained in this instrument, neither the Transferor named herein nor any future owner of the Land or any portion of the Land shall be liable under any covenant and agreement contained herein where such liability arises by reason of an act or omission occurring after the Transferor or any future owner ceases to have a further interest in the Land;
- (d) any waiver by the Transferee of
 - (i) a provision of this instrument; or
 - (ii) a default or breach by the Transferor of an obligation under this instrument

will be in writing and signed by the Transferee and will not be a waiver of any other provision, obligation or subsequent breach or default;

- (e) that this agreement shall be interpreted according to the laws of the Province of British Columbia;
- (f) that this agreement shall be construed as running with the land, that no part of the fee of the soil thereof shall pass to or be vested in the Transferee under or by these presents and that the Transferor may fully use and enjoy the Easement Area subject to the rights and restrictions herein provided;
- (g) that the expressions Transferor and Transferee herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits; and
- (h) that wherever the singular or masculine are used in the agreement they shall be construed as meaning the plural or feminine or body corporate or politic where the context or the parties hereof so require.

END OF DOCUMENT

Appendix D

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

PAGE 1 OF 9 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

--

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

File Ref: Sechelt D-4A WS Covenant

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]

SEE SCHEDULESTC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

over that part in Plan EPP101212

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

(a) Filed Standard Charge Terms D.F. No.(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

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

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

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

Officer Signature(s)

Execution Date

Y	M	D

Transferor(s) Signature(s)

HER MAJESTY THE QUEEN IN
 RIGHT OF THE PROVINCE OF
 BRITISH COLUMBIA as
 represented by the Minister
 responsible for the Land Act by
 his/her authorized signatory:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

**LOT A DISTRICT LOT 7613 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
EPP101211**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

**031-169-155 BLOCK A DISTRICT LOT 8302 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN EPP101757**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

**LAND TITLE ACT
FORM E**

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

ITEM 6.

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented
by the Ministry of Indigenous Relations and Reconciliation
Parliament Buildings
Victoria, BC V8V 1X4

Terms of Instrument – Part 2
Section 219 Covenant

WHEREAS

- A. The Transferor is the owner in fee simple of land described in Item 2 of Part 1 of this Instrument (the “Lands”);
- B. That portion of the Lands contained generally within the area shown in bold on Plan EPP101212 (the “Covenant Area”), a copy of which is attached hereto as Schedule A, is part of a larger area which has been designated as a community watershed, and the parties wish to enter into a covenant to facilitate protection of water quality of this area;
- C. Section 219 of the *Land Title Act* provides, inter alia, that there may be registered as a charge against title to land a covenant, whether negative or positive in nature, in favour of the Transferee in respect of, amongst other things, the use of land, building on the land, and the use of buildings erected or to be erected on the land; and
- D. The Transferor is willing to grant to the Transferee this Section 219 Covenant to be registered as a charge against the title to the Lands;

THIS INSTRUMENT is evidence that, in consideration of the sum of one dollar and other good and valuable consideration paid by the Transferee to the Transferor, the receipt of and sufficiency of which the Transferor acknowledges, the Transferor and the Transferee agree as follows:

- 1. The Transferor and Transferee hereby agree that, for the purposes of this instrument
 - (a) “Close Call” means an Incident which
 - i. had the potential of resulting in a material or negative impact to the Quality of groundwater or water in the Watershed were it not for situational or mitigating factors present; and
 - ii. is not known to result in a material or negative impact to the Quality of groundwater or water in the Watershed;
 - (b) “Commercial” includes retail, restaurants and services;
 - (c) “Forestry” has the same meaning as “primary forest activity” in the *Forest Planning and Practices Regulation*;
 - (d) “Hydrologist” means a Qualified Professional with experience and training in forest hydrology;
 - (e) “Incident” means an event which occurs in connection with or arising from activities set out in a Plan;

- (f) "Mining" has the same meaning as "mining activity" in the *Mines Act* as it relates to sand or gravel;
- (g) "Minister" means a minister of the Province or that minister's delegate;
- (h) "Permit" means a permit, certificate or other authorization;
- (i) "Plan" means any
 - i. plan, report or other document related to Mining; and
 - ii. update, modification or amendment to a plan, report or other document related to Miningsubmitted to the Province with respect to a Permit, or Permit application, pursuant to the *Mines Act*, *Environmental Assessment Act* or *Environmental Management Act*;
- (j) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- (k) "Qualified Professional" means an individual who
 - i. is registered in British Columbia with a professional organization, is acting under that organization's code of ethics, and is subject to disciplinary action by that organization; and
 - ii. through suitable education, experience, accreditation and knowledge, may reasonably be relied on to provide advice within that individual's area of expertise, which area of expertise is applicable to the duty or function;
- (l) "Quality" means quality, including chemical, physical and biological conditions and characteristics, for human consumption;
- (m) "Watershed" means the Chapman Community Watershed; and
- (n) "WSA Minister" means the Minister responsible *Water Sustainability Act*.

2. The Transferor hereby covenants and agrees with the Transferee that:

- (a) the Covenant Area will not be used for either of the following:
 - i. Mining; or
 - ii. Forestry
- (b) no building will be constructed, placed, modified or occupied on or within the Covenant Area for the purposes of, or in relation to, the uses set out in subsection (a)

except in accordance with the terms of this instrument.

3. The Transferor hereby covenants and agrees with the Transferee that the Covenant Area will not be used for Mining unless, at the cost of the Transferor:

(a) any Plan prepared and submitted to the Province, with respect to the Covenant Area, expressly describes and identifies how:

- i. the activities proposed under that Plan may reasonably be expected to pose a risk of materially or negatively impacting the Quality of groundwater and water in the Watershed;
- ii. the risks from the activities described in paragraph (i) will be managed and restricted to prevent and mitigate possible material or negative impacts to the Quality of groundwater and water in the Watershed; and

iii. any:

- 1. Incidents which have or may reasonably be expected to impact the Quality of groundwater or water in the Watershed; and
- 2. Close Calls;

will be reported to the Province;

(b) the proposed management and mitigation measures included in a Plan pursuant to paragraph (a)(ii)

- i. identifies, and takes into consideration, any existing or ongoing material or negative impacts to the Quality of groundwater and water in the Watershed arising from or connected with previous or current Mining activities in the Covenant Area; and
- ii. are prepared by Qualified Professionals working in the areas of hydrology, geohydrology, terrain stability assessment or water quality protection, as applicable;

(c) in addition to and without limiting the generality of subsections (a) and (b), any Plan prepared and submitted to the Province with respect to the Covenant Area which involves reporting on ongoing Mining activities (including those related to reclamation), expressly sets out how risks to the Quality of groundwater and water in the Watershed have been, and continues to be, managed and mitigated;

(d) prior to or concurrently with submitting any Plan to the Province pursuant to the *Mines Act*, *Environmental Assessment Act* or *Environmental Management Act*, the Transferor

- i. provides notice to the WSA Minister that the Plan is being submitted; and

- ii. delivers to the WSA Minister a copy of the Plan;
 - (e) any Plan referenced in subsections (a) or (c) is reviewed and approved by the Minister(s) responsible for the Act(s) pursuant to which the Plan was submitted; and
 - (f) Mining takes place in the Covenant Area only in accordance with Plans approved pursuant to subsection (e).
4. The Transferor hereby covenants and agrees with the Transferee that no building will be constructed, placed, modified or occupied on or within the Covenant Area for the purposes of, or in relation to, Mining except in accordance with Plans approved pursuant to section 3(f).
5. The Transferor hereby covenants and agrees with the Transferee that the Covenant Area will not be used for Forestry unless, at the cost of the Transferor:
- (a) the Transferor first retains a Hydrologist to:
 - i. evaluate intended Forestry activities in the Covenant Area for; and
 - ii. provide recommendations to prevent and mitigate potential material and negative impacts to the Quality of water in the Watershed;
 - (b) the Hydrologist's evaluation pursuant to subsection 5(a) identifies, and takes into consideration, any known existing or ongoing material or negative impacts to the Quality of groundwater and water in the Watershed arising from or connected with any previous or current Forestry activities in the Covenant Area;
 - (c) the Transferor, upon receiving a written request from the Transferee, provides the Transferee with any evaluations by Hydrologists referenced in subsection (a) requested by the Transferee; and
 - (d) the Transferor
 - i. carries out only those Forestry activities which have been evaluated by a Hydrologist; and
 - ii. implements the recommendations of the Hydrologist referenced in subsection (a).
6. The Transferor hereby covenants and agrees with the Transferee that no building will be constructed, placed, modified or occupied on or within the Covenant Area for the purposes of, or in relation to, Forestry except in accordance with the recommendations of the Hydrologist pursuant to section 5(d)(ii).
7. The Transferor does not make any representation or warranty to the Transferee regarding the Quality of the water in the Watershed, or its safety for human consumption.

8. The covenants set forth herein shall charge the Covenant Area, pursuant to Section 219 of the *Land Title Act* and shall be covenants, the burden of which shall run with and bind the Covenant Area and every part or parts thereof, and every part to which the Covenant Area may be divided or subdivided, whether by subdivision plan, strata plan or otherwise howsoever.
9. This instrument shall restrict the use of the Covenant Area in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw.
10. In this instrument:
 - (a) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;
 - (b) the words "include" and "including" are to be construed as meaning "include without limitation" and "including without limitation"; and
 - (c) unless expressly stated otherwise, all references to enactments refer to enactments of the Province of British Columbia, as amended or replaced from time to time.
11. Any notice required to be given to the WSA Minister pursuant to this instrument shall
 - (a) be deemed given if mailed by prepaid registered mail in Canada or delivered to the following address

Ministry of Forests, Lands, Natural Resource Operations and Rural Development
Water Manager, South Coast Natural Resource Region
200 – 10428 153 Street
Surrey BC, V3R 1E1

or such address as the WSA Minister may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of deliver, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required; and
 - (b) specify that the notice and Plan is being given pursuant to the terms of this instrument.
12. The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this instrument.
13. Waiver by the Transferee of a default by the Transferor shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
14. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Transferee, in the exercise of discretions, functions, rights or duties under any public or private enactment, bylaw, order and regulation, as applicable, all of which may be fully and effectively exercised in relation to the Lands as if this instrument had not be executed and delivered by the Transferor.

15. If any part of this instrument is held to be invalid illegal or unenforceable by a court having jurisdiction to do so, that part is to be considered to have been severed from the rest of this instrument and the rest of this instrument remains in force unaffected by that holding or by the severance of that part.
16. This instrument shall enure to the benefit of and be binding on parties to it and their respective successors, heirs, executors and administrators.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed and delivered this instrument under seal by executing Part 1 of the Land Title Act Form C to which this instrument is attached and which forms part of this instrument.

Schedule B to the Amendment Agreement

“Schedule 8 – Form of Notice

To:

Re: Sunshine Coast Regional District SRW for Waterworks Infrastructure and Access

We confirm that Kwikwil Holdings Ltd. and the Sunshine Coast Regional District have reached an agreement on the terms and conditions of statutory rights of way with respect to waterworks infrastructure and access in favour of the Sunshine Coast Regional District with respect to land legally described as Parcel Identifier: PID: 031-205-712, LOT A DISTRICT LOT 2725 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP101204 (the “Land”). We understand the statutory rights of way will be registered against title to the Land concurrently with the transfer of the Land from the Province to Kwikwil Holdings Ltd.

Yours Truly,

[Kwikwil Holdings Ltd.]

[Sunshine Coast Regional District]

Schedule 9 – Form of Notice

To:

Re: Sunshine Coast Regional District SRW for Access from District Lot 2464, Group 1 New Westminster District Except Lot A (Reference Plan 2712) and part in reference plan LMP10001

We confirm that Kwikwil Holdings Ltd. and the Sunshine Coast Regional District have reached an agreement on the terms and conditions of a statutory right of way with respect to access from District Lot 2464, Group 1 New Westminster District Except Lot A (Reference Plan 2712) and part in reference plan LMP10001 in favour of the Sunshine Coast Regional District with respect to land legally described as Parcel Identifier: LOT A DISTRICT LOT 2725 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP101204 (the "Land"). We understand the statutory right of way will be registered against title to the Land concurrently with the transfer of the Land from the Province to Kwikwil Holdings Ltd. subject to SRWs and a covenant with respect to waterworks infrastructure and access in favour of the Sunshine Coast Regional District.

Yours Truly,

[Kwikwil Holdings Ltd.]

[Sunshine Coast Regional District]

Schedule 10 – Form of Notice

To:

Re: Modification Agreement (Statutory Right of Way [no. BV392617])

We confirm that Kwikwil Holdings Ltd. and Fortis Energy Inc. have reached an agreement on the terms and conditions of a modification agreement pertaining to Statutory Right of Way (no. BV392617) registered in favour of Terasen Gas (Vancouver Island) Inc. as it pertains to the lands legally described as Parcel Identifier: LOT A DISTRICT LOT 2725 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP101204 (the “Land”). We understand that the modification agreement will be registered against title to the Land concurrently with the transfer of the Land from the Province to Kwikwil Holdings Ltd. subject to SRWs and covenants with respect to waterworks infrastructure and access in favour of the Sunshine Coast Regional District.

Yours Truly

[Kwikwil Holdings Ltd.]

[Fortis Energy Inc.]”

Schedule 11 – Form of Notice

To:

Re: Fortis SRW

We confirm that Kwikwil Holdings Ltd. and Fortis Energy Inc. have reached an agreement on the terms and conditions for a new statutory right of way in favour Fortis Energy Inc. for pipeline, works and access to be registered against title to the lands legally described as Parcel Identifier: LOT A DISTRICT LOT 2725 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP101204 (the “Land”). We understand that the statutory right of way will be registered against title to the Land concurrently with the transfer of the Land from the Province to Kwikwil Holdings Ltd. subject to SRWs and covenants with respect to waterworks infrastructure and access in favour of the Sunshine Coast Regional District.

Yours Truly

[Kwikwil Holdings Ltd.]

[Fortis Energy Inc.]”