

Send Two Copies to:

Indian and Northern Affairs  
Indian Lands Registry  
Terrasses de la Chaudiere  
Ottawa, Ontario K1A 0H4  
Attention: Registrar of Indian Lands

①

Envoyer deux copies à:

Affaires indiennes et du Nord Canada  
Registre des terres indiennes  
Terrasses de la Chaudiere  
Ottawa, Ontario K1A 0H4  
Attention: Le registraire des terres indiennes

The undersigned hereby requests that the instrument, the particulars of which are set out below, be entered, pursuant to the Westbank First Nation Self-Government Act, in the appropriate register of the First Nations Self-Government Land Register.  
Le/La soussigné(e) demande par la présente que le document dont les détails montrés ci-dessous, soit inscrit conformément à la Loi sur l'autonomie gouvernementale de la Première Nation de Westbank, dans le Registre.

Log # / # au registre	Log Date / Date au registre	Regional File # / # de dossier régional
P70028	30/Aug/2005 6:11 pm	2005-513
	dd/mm/yyyy hh:mm am/pm	
	jj/mm/aaaa hh:mm am/pm	

NAME OF PARTIES TO INSTRUMENT / NOM DES PARTIES DU DOCUMENT

<b>Grantor / Cédant</b>
<u>Name / Nom</u> WESTBANK FIRST NATION
<b>Grantee / Cessionnaire</b>
<u>Name / Nom</u> BAYVIEW HOMEOWNERS MANAGEMENT CORP.

Instrument Type / Type de document: ASSIGNMENT (or / ou Code) 3  
Instrument Date / Date du document: 2005/Aug/26  
Purpose / Objet: (or / ou Code)



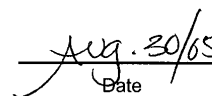
LAND DESCRIPTION / DESCRIPTION DE LA TERRE

Province: BRITISH COLUMBIA FN Land Code / Code foncier de la PN: 108.4  
Reserve Name / Nom de la réserve: TSINSTIKEPTUM NO. 9  
Crown Land Name / Nom de la terre de la couronne:

Legal Description - Land Affected /  
Description Légal - Terre:

LOT 4-4 RSBC 3710R  
LOT 4-5 RSBC 3710R  
LOT 4-2-370 CLSR 83480  
LOT 4-2-371 CLSR 83480  
LOT 4-2-372 CLSR 83480

Remarks / Remarques: LEASE #206130, MODIFICATIONS #207868 & #208500

 Signature of Applicant Signature du requérant	 <b>WESTBANK FIRST NATION</b> <b>Angie Derrickson</b> Lands Officer	 Date
	<small>LANDS OFFICE 201 - 515 Hwy 97 South Kelowna, B.C. V1Z 3J2</small>	<small>Phone (250) 769-2442 Fax (250) 769-2443 Email aderrickson@wfn.ca</small>

Return To:

Address:

Send Two Copies to:

Indian and Northern Affairs  
Indian Lands Registry  
Terrasses de la Chaudiere  
Ottawa, Ontario K1A 0H4  
Attention: Registrar of Indian Lands

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Registre des terres indiennes  
Terrasses de la Chaudiere  
Ottawa, Ontario K1A 0H4  
Attention: Le registraire des terres indiennes

Registration Number / Numéro d'enregistrement: SG-02411  
Registration Date / Date d'enregistrement: SEP 09 2005 and Time / et heure: 3:09 A.M. / P.M.

*L. Anselmi* \_\_\_\_\_  
Signature of Registration Officer / Signature de l'officier d'enregistrement Date

Comments / Commentaires:

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Clarification/clarification

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Signature of Registration Officer / Signature de l'officier d'enregistrement Date



**WESTBANK FIRST NATION**

**Westbank Lands Register  
Form No. WFN-02**

APPROVED AS TO THE FORM BY THE DIRECTOR OF LANDS PURSUANT TO THE WESTBANK FIRST NATION LAND RULES	
Signature:	<i>A. Serick</i>
Date:	<i>Aug. 30/05</i>

**GENERAL INSTRUMENT - PART 1**

(This area for Westbank Lands Office use)

Page 1 of 8 Pages

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

**PUSHOR MITCHELL LLP**, Lawyers, 3rd Floor,  
1665 Ellis Street, Kelowna, British Columbia V1Y  
2B3, Phone (250) 762-2108 Client No. 10332  
SGC/32264.2-dlk(2)

Signature of Applicant, Applicant's Solicitor or Agent

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

PIN	LEGAL DESCRIPTION
	SEE SCHEDULE

3. NATURE OF INTEREST:

DESCRIPTION  
Assignment of Lease 206130 as  
modified by 207868, 208500

DOCUMENT REFERENCE  
(page and paragraph)  
**ENTIRE INSTRUMENT**

PERSON ENTITLED TO INTEREST  
**TRANSFeree**

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

<input type="checkbox"/> Lease	<input type="checkbox"/> Agreement for Sale	<input type="checkbox"/> Licence
<input type="checkbox"/> Sublease	<input type="checkbox"/> Assignment of Mortgage	<input type="checkbox"/> Easement
<input checked="" type="checkbox"/> Assignment of Lease	<input type="checkbox"/> Discharge of Mortgage	<input type="checkbox"/> Release
<input type="checkbox"/> Assignment of Sublease	<input type="checkbox"/> Permit	

Part 2 includes any additional or modified terms referred to in Item 7 or in a schedule attached to this instrument. If discharge of mortgage or release is selected, the interest described in Item 3 is released or discharged from the land described in Item 2.

5. TRANSFEROR(S): WESTBANK FIRST NATION, Suite 301 515 Highway 97 S., Kelowna, British Columbia V1Z 3J2

6. TRANSFeree(S): including occupation(s), postal address(es) and postal code(s)

**BAYVIEW HOMEOWNERS MANAGEMENT CORP.** (Incorporation No. 419609) having an office at 215 – 1511  
Sutherland Avenue, Kelowna, British Columbia V1Y 5Y7

7. ADDITIONAL OR MODIFIED TERMS: NIL

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 instrument described in Item 4.


Officer Signature(s)	EXECUTION DATE			Party(ies) Signature(s)
<i>Kirk Dressler</i>	Y	M	D	WESTBANK FIRST NATION
<b>KIRK DRESSLER</b> Barrister & Solicitor #310 - 515 Hwy 97 S. Kelowna BC V1Z 3J2	05	08	26	<i>[Signature]</i>
				Print Name:
				Print Name:

OFFICER CERTIFICATION:  
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies that there has been compliance with the Westbank First Nation Land Rules.



**WESTBANK FIRST NATION**

**Westbank Lands Register  
Form No. WFN-05**

SIGNED BY THE WESTBANK FIRST NATION DIRECTOR OF LANDS PURSUANT TO THE WESTBANK FIRST NATION LAND RULES	
	Signature <i>J. Derrick</i>
	Date <i>Aug. 30/05</i>

**EXECUTIONS CONTINUED**

Officer Signature(s)	EXECUTION DATE			Party(ies) Signature(s)
	Y	M	D	
<i>[Signature]</i> _____ As to both the signature(s) <b>DAVID WILES</b> BARRISTER & SOLICITOR #301 - 1665 ELLIS STREET KELOWNA, BC V1Y 2B3 PHONE: 762-2108	05	08	24	BAYVIEW HOMEOWNERS MANAGEMENT CORP. <i>[Signature]</i> _____ Print Name: Howard Walrod  <i>[Signature]</i> _____ Print Name: Terry Sankey

**OFFICER CERTIFICATION:**  
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act, R.S.B.C. 1979, c. 116*, to take affidavits for use in British Columbia and certifies that there has been compliance with the Westbank First Nation Land Rules.

SGC/32264.2/dlk(3)



**WESTBANK FIRST NATION**

**Westbank Lands Register**

**Form No. WFN-06**

**SCHEDULE**

Page 3 of 4 Pages

[ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON FORMS WFN-01, WFN-02, WFN-03, WFN-04.]

2. Parcel Identifier(s) and Legal Description(s) of the Mortgaged Land:

(PIN)	(Legal Description)
N/A	Lot 4-4 Tsinstikeptum Indian Reserve No. 9, RSBC Plan 3710R
N/A	Lot 4-5 Tsinstikeptum Indian Reserve No. 9, RSBC Plan 3710R
N/A	Lot 4-2-370 Tsinstikeptum Indian Reserve No. 9, CLSR, Plan No. 83480
N/A	Lot 4-2-371 Tsinstikeptum Indian Reserve No. 9, CLSR, Plan No. 83480
N/A	Lot 4-2-372 Tsinstikeptum Indian Reserve No. 9, CLSR, Plan No. 83480

(3)

# PART 2

## ASSIGNMENT OF HEAD LEASE

This Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2005.

BETWEEN:

WESTBANK FIRST NATION,  
As represented by its duly elected Council  
#301 – 515 Highway 97 South  
Kelowna, B.C.  
V1Z 3J2

(“Westbank”)

OF THE FIRST PART

AND:

BAYVIEW HOMEOWNERS MANAGEMENT CORP.  
Incorporation No. 419609  
a company duly incorporated under the laws of British Columbia, having its  
registered and records office at 215 – 1511 Sutherland Avenue, in the City of  
Kelowna, in the Province of British Columbia, V1Y 5Y7;

(the “Assignee”)

OF THE SECOND PART

WHEREAS:

- A. Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development (“Her Majesty”) granted a lease made the 6<sup>th</sup> day of May, 1991 but effective as of the 1<sup>st</sup> day of January, 1991 to Artisan Management Inc., a company duly incorporated under the laws of the Province of British Columbia (Incorporated No. 401786), then having a registered and records office at 3610 Devonshire Drive, Surrey, British Columbia, V4S 3E3 (“Artisan”) for a term of 99 years commencing January 1, 1991 respecting lands situate on the Tsinstikeptum Indian Reserve No. 9 (the “Reserve”), in the Province of British Columbia, more particularly described as:

Lot 4-2-3 in the Tsinstikeptum Indian Reserve No. 9, Province of British Columbia as shown on RSBC Plan of Survey No. 1046 (now shown on Plan 74340 deposited in the Canada Lands Surveys Records at Ottawa, Ontario)

(“Lot 4-2-3”)

which lease was registered at the Indian Land Registry at Ottawa on the 19<sup>th</sup> day of August, 1991 under No. 206130 (the “Head Lease”);

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B. Lot 4-2-3 was subsequently subdivided and is now legally described as:

Lots 4-2-369, 4-2-370, 4-2-371 and 4-2-372 (road)  
Tsinstikeptum Indian Reserve No. 9  
CLSR, Plan No. 83480

(the "Lands")

C. The Head Lease was amended by a Modification of Lease dated for reference, the 1<sup>st</sup> day of February, 1992 which was registered at the Indian Land Registry on the 21<sup>st</sup> day of April 1992 under No. 207868, which Modification of Lease was effective the 31<sup>st</sup> day of March, 1992;

D. The Head Lease was further amended by a Modification of Lease dated for reference the 29<sup>th</sup> day of May, 1992 which was registered in the Indian Land Registry on the 16<sup>th</sup> day of July, 1992 under No. 208500, which Modification of Lease was effective the 1<sup>st</sup> day of May, 1992;

E. The Assignee's shareholders consist of those persons who have purchased long-term leasehold interests in a subdivision known as Bayview located on a portion of the Lands. The legal description of the Bayview subdivision is:

Lots 4-2-370, 4-2-371 and 4-2-372 (road)  
Tsinstikeptum Indian Reserve No. 9  
CLSR Plan No. 83480  
("Bayview")

F. Adjacent to Bayview is the remainder of the Lands, Lot 4-2-369, Tsinstikeptum Indian Reserve No. 9, CLSR Plan No. 83480, now Lots 4-4 and 4-5, RSBC Plan No. 3710R, (the "Undeveloped Lands").

G. Purchasers of leasehold interests in Bayview, including some of the current shareholders in Assignee, were advised by representatives of Artisan that it was anticipated that the Undeveloped Lands would be developed as a residential subdivision as part of Bayview.

H. Contrary to the representations made by Artisan, Artisan abandoned its plans to develop the Undeveloped Lands.

I. Pursuant to a Notice of Default dated July 7, 2000 (the "Notice"), Artisan is under default under the Head Lease and, despite demand, has failed to rectify the default. As a result, Her Majesty requested that Artisan execute an assignment of the Head Lease to the Assignee for the unexpired term of the Head Lease pursuant to s. 32.06 of the Head Lease as modified and amended. Pursuant to the terms of the Headlease, the Assignee has now rectified one of the defaults listed in the Notice and the other defaults have been waived or rectified to the satisfaction of Her Majesty and Westbank.

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- J. Despite the request Artisan has neglected to execute an assignment of the Head Lease and thus, pursuant to s. 32.09 of the Head Lease, the Minister of Indian Affairs and Northern Development (the "Minister") is authorized to execute the Assignment of the Head Lease on behalf of Artisan.
- K. As a result of the provisions of provisions of the Westbank First Nation Self-Government Agreement entered into by Westbank and Her Majesty on the 3<sup>rd</sup> day of October, 2003, the *Westbank First Nation Self-Government Act*, S.C. 2004, c. 17, which came into force on the 1<sup>st</sup> day of April, 2005, and Westbank's Constitution which also came into force on the 1<sup>st</sup> day of April 2005, Westbank has assumed all land management powers of Her Majesty respecting the Reserve, including acting in the stead of Her Majesty and the Minister in relation to all matters concerning the Lands and the Head Lease.
- L. As a result, the Assignee has requested of Westbank that the Head Lease be assigned to the Assignee (the "Assignment") and thence the Lease be modified in order that the Undeveloped Lands may be deleted from the Lease (the "Modification") and Westbank is agreeable to same.

NOW THEREFORE the parties agree as follows:

- 1. In consideration of \$1.00 and other good and valuable consideration now paid by the Assignee to Westbank (the receipt whereof is hereby acknowledged by Westbank) Westbank does hereby grant and assign unto the Assignee Artisan's interest in the Head Lease for all the residue then unexpired of the said term of the Head Lease, to have and to hold the same unto the Assignee, its heirs, executors, administrators, successors and assigns for the residue of the term granted, subject to the performance of the Lessee's covenants and the conditions in the said Head Lease, as modified and amended.
  - 2. Westbank hereby covenants with the Assignee that:
    - a. That to the best of its knowledge and belief, and subject to the Assignee performing other covenants that it has agreed to perform in relation to the Lands and its execution of the Modification of the Head Lease, that at the time of the registration of this Assignment the Head Lease will be a good, valid and subsisting Head Lease, that the rents thereby reserved will have been duly paid up to December 31, 2089, and that the covenants therein contained on the part of the Artisan to be performed will have been duly performed by the Assignee up to the date of this Agreement and specifically and without condition that the defaults defined in the Notice have been remedied;
    - b. Westbank has good right, title, authority to assign the Head Lease in the manner aforesaid;
    - c. Westbank shall, from time to time, at the request of the Assignee and at the reasonable cost of the Assignee, execute such further assurances in respect of this Assignment as the Assignee may reasonably require provided that Westbank has confirmed that such assurances are, and remain accurate;
-

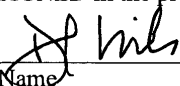
d. Subject to the performance of the Assignee's covenants, it shall be lawful for the Assignee to peaceably and quietly to hold, occupy and enjoy the said premises hereby assigned during the residue of the term granted by the said Head Lease without any interruption by Westbank or Her Majesty or any person claiming under either of them, free from all charges and encumbrances whatsoever, except as aforesaid.

3. This Agreement may be executed in any number of counterparts, each of which when delivered shall be deemed to be an original and all of which together shall constitute one and the same document.


Signed in the presence of: )  
 )  
 )  
Name )  
 )  
**KIRK DRESSLER** )  
 )  
**Barrister & Solicitor** )  
Address )  
**#310 - 515 Hwy 97 S.** )  
 )  
**Kelowna, BC V1Z 3J2** )  
Occupation )

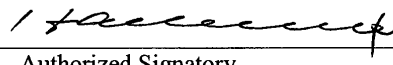
WESTBANK FIRST NATION

Per:   
Authorized Signatory

SIGNED in the presence of: )  
 )  
 )  
Name )  
 )  
**DAVID MILES** )  
**BARRISTER & SOLICITOR** )  
**#301 - 1665 ELLIS STREET** )  
Address )  
**KELOWNA, BC V1Y 2B3** )  
**PHONE: 762-2108** )  
 )  
 )  
Occupation )

BAYVIEW HOMEOWNERS MANAGEMENT CORP.


Per:   
Authorized Signatory

Per:   
Authorized Signatory

**ACKNOWLEDGMENT AND DECLARATION OF THE LOCATEE**

I, MARY ANN ELI, Locatee, hereby acknowledge and declare that I am in lawful possession of the Lands, have read and understood all the terms and conditions of this Assignment of Head Lease, and have been advised by Westbank to obtain the advice of a lawyer before signing this acknowledgement, declaration and consent, and do not rely on the legal advice of anyone except my own lawyer, and hereby consent to the terms and conditions of this Assignment of Head Lease and in particular the ONE DOLLAR (\$1.00) prepaid rent.

SIGNED, SEALED AND DELIVERED by the )  
Locatee, Mary Anne Eli, in the presence of: )

Name: 

MURRAY D. GLAZIER  
BARRISTER & SOLICITOR  
Address: 2nd Floor - 1674 Bertram Street  
Kelowna BC V1Y 9G4  
Occupation: Ph: (250) 763-3343 Fax: (250) 763-9524

   
MARY ANNE ELI



**WESTBANK FIRST NATION  
LANDS OFFICE**

Suite 201 - 515 Highway 97 South, Kelowna, B.C. V1Z 3J2  
Telephone: (250) 769-4999 – Fax: (250) 769-2443

August 26<sup>th</sup>, 2005

Registrar of Indian Affairs  
Les Terrasses de la Chaudiere  
Ottawa Ontario

Dear Sirs/Mesdames:

Re: Westbank First Nations/Bayview Homeowners Management Corp./Mary Ann Eli  
And Dave Derrickson  
Tsinstikeptum Indian Reserve No. 9

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By way of this letter, I hereby designate Angie Derrickson to act on my behalf as Director of Lands to approve the following documentation pursuant to the Westbank First Nation Land Rules under the Westbank First Nation Self Government Agreement:

1. Assignment of Lease
2. Modification of Lease
3. Services Right of Way Agreement
4. Road Access Right of Way Agreement
5. Waterline Right of Way Agreement (Mary Anne Eli)
6. Waterline Right of Way Agreement (Dave Derrickson)

  
Lynh Vanderburg  
Director of Lands

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WESTBANK FIRST NATION  
**MEMORANDUM**  
LANDS OFFICE

**URGENT**

**DATE:** August 30<sup>th</sup> 2005  
**TO:** LORETTA ROY  
Self Government First Nations Lands Register  
**FROM:** ANGIE DERRICKSON  
Lands Officer, Westbank First Nation  
**RE:** P70028 TO P70033

Please concurrently register the attached transactions in the following order:

1. **P70028 (ASSIGNMENT OF LEASE)**  
LOT 4-4 & LOT 4-5 RSBC 3710R TIR 9  
LOT 4-2-370, LOT 4-2-371 & LOT 4-2-372 CLSR 83480 TIR 9
2. **P70029 (MODIFICATION OF LEASE)**  
LOT 4-4 & LOT 4-5 RSBC 3710R TIR 9  
LOT 4-2-370, LOT 4-2-371 & LOT 4-2-372 CLSR 83480 TIR 9  
Please insert the registration number of the Assignment of Lease into Recital E
3. **P70030 (RIGHT OF WAY)**  
LOT 4-2-371 CLSR 83480 TIR 9
4. **P70031 (RIGHT OF WAY)**  
LOT 4-2-371 & LOT 4-2-372 CLSR 83480 TIR 9  
Please insert the registration number of the Assignment of Lease into Recital F and the registration of the Modification of Lease into Recital G
5. **P70032 (EASEMENT)**  
LOT 4-2-369 CLSR 83480 TIR 9  
Please insert the registration number of the Assignment of Lease into Recital F and the registration number of the Modification of Lease into Recital G
6. **P70033 (EASEMENT)**  
LOT 5-7-1 CLSR 83372 TIR 9

If there are any problems with the above please ensure all transactions are held and contact me directly.  
Thank you in advance for your assistance.

Yours sincerely,

**WESTBANK FIRST NATION**

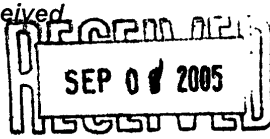
  
Angie Derrickson  
Lands Officer

[aderrickson@wfn.ca](mailto:aderrickson@wfn.ca)

WESTBANK FIRST NATION  
201 – 515 Hwy 97 South, Kelowna, BC, V1Z 3J2

Phone: (250) 769-2442  
Fax: (250) 769-2443

Self Government First Nations Land Registry  
Repository Control Sheet

Date Received  Registration No. SG 00411  
Date SEP 09 2005  
Time 3:09 am/pm

Pending File No.: P70028 Region BC  
Reserve Name Kinohkeptum #9  
Instrument Type Assignment Purpose \_\_\_\_\_  
Term \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Retire PIN: Yes  No  Cancel EOT: \_\_\_\_\_  
Legal Description/Land Affected \_\_\_\_\_ PIN (s) \_\_\_\_\_  
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Remarks/Registration Numbers Affected \_\_\_\_\_  
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New Legal Description \_\_\_\_\_ New PIN(s) Created \_\_\_\_\_  
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Remarks \_\_\_\_\_  
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\_\_\_\_\_

Examined By: [Signature] Date: SEP 09 2005  
Verified By: \_\_\_\_\_ Date: \_\_\_\_\_