

INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT

BETWEEN

SEMIAHMOO FIRST NATION

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA

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THIS AGREEMENT made this ____ day of _____, 20____.

**INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT**

BETWEEN:

SEMAIHMUO FIRST NATION, as represented by their Chief and Council (hereinafter called the "Semiahmoo First Nation" or the "First Nation")

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA, (hereinafter called "Canada") as represented by the Minister of Indigenous Services (hereinafter called the "Minister")

(the "Parties")

WHEREAS Canada and 13 First Nations signed the Framework Agreement on First Nation Land Management (the "Framework Agreement") on February 12, 1996 in relation to the management by those First Nations of their lands, and other First Nations have signed the Framework Agreement after that date;

AND WHEREAS the *Framework Agreement on First Nation Land Management Act* (the "Act") provides that the Framework Agreement has the force of law;

AND WHEREAS the First Nation has been added as a signatory to the Framework Agreement by an adhesion signed by the First Nation on March 27, 2024;

AND WHEREAS the First Nation and Canada wish to provide for the assumption by the First Nation of responsibility for the administration of Semiahmoo First Nation Land in accordance with the Framework Agreement and the Act;

AND WHEREAS clause 6.1 of the Framework Agreement requires the First Nation and the Minister to enter into an individual agreement for the purpose of providing for the specifics of the transfer of administration;

AND WHEREAS clause 6.1 of the Framework Agreement further requires that the individual agreement settle the actual level of operational funding to be provided to the First Nation;

NOW THEREFORE, in consideration of the exchange of promises contained in this Agreement and subject to its terms and conditions, the Parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement,

"Act" means the *Framework Agreement on First Nation Land Management Act*, as amended;

"this Agreement" means this Individual Agreement on First Nation Land Management, including the Annexes attached hereto, and any documents incorporated by reference, all as amended from time to time;

"Semiahmoo First Nation Land" means the land to which the Land Code will apply and more specifically means the reserve known as Semiahmoo Indian Reserve as described in the Land Description Report referred to in Annex "G" and includes all the interests in and resources of the land that are within the legislative authority of Parliament, but does not include the Excluded Land;

"Excluded Land" means land excluded from the application of the Land Code pursuant to 4.1.6 of the Framework Agreement, the description of which is set out in the Land Description Report referred to in Annex "G";

"Fiscal Year" means Canada's fiscal year as defined in the *Financial Administration Act*, R.S.C. 1985, c. F-11, as amended;

"Framework Agreement" has the same meaning as in the Act;

"Funding Arrangement" means an agreement between Canada and the Semiahmoo First Nation, for the purpose of providing funding, during the Fiscal Year(s) identified in that agreement, for the programs and services referred to in that agreement;

"*Indian Act*" means the *Indian Act*, R.S.C. 1985, c. I-5, as amended;

"Land Code" means the Semiahmoo First Nation Land Code, developed in accordance with clause 5 of the Framework Agreement;

"Minister" means the Minister of Indigenous Services and his or her representatives;

"Operational Funding" means the resources to be provided by Canada to the Semiahmoo First Nation pursuant to clause 30.1 of the Framework Agreement to manage First Nation lands and make, administer and enforce its laws under a land code, and includes financial resources, as described in clause 27 of the Framework Agreement, to establish and maintain environmental assessment and environmental protection regimes;

"Operational Funding Formula" means the method approved by Canada for allocating to First Nations such Operational Funding as may have been appropriated by Parliament for that purpose.

- 1.2 Unless the context otherwise requires, words and expressions defined in the Framework Agreement, the Act or the *Indian Act* have the same meanings when used in this Agreement.
- 1.3 This Agreement is to be interpreted in a manner that is consistent with the Framework Agreement and the Act.
- 1.4 In the event of any inconsistency or conflict between the wording in any Article set out in the main body of this Agreement and the wording in any Annex attached hereto, the wording set out in the Article shall prevail.

2. INFORMATION PROVIDED BY CANADA

- 2.1 The Minister has, to the best of the Minister's knowledge, provided the First Nation with the information required by clause 6.3 of the Framework Agreement, namely:
 - (a) a list, attached as Annex "C", and copies, or access to copies, of all the interests and licences granted by Canada in or in relation to the Semiahmoo First Nation Land that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register;
 - (b) a list, attached as Annex "D", and copies of all existing information in Canada's possession, respecting any actual or potential environmental problems with the Semiahmoo First Nation Land; and
 - (c) a list, attached as Annex "E", and copies of any other information in Canada's possession that materially affects the interests and licences mentioned in clause 2.1(a).
- 2.2 The First Nation has, in writing, acknowledged receipt of all the information provided to it by the Minister.

3. TRANSFER OF LAND ADMINISTRATION

- 3.1 The Parties acknowledge that, as of the date the Land Code comes into force, the First Nation shall have the power to manage the Semiahmoo First Nation Land in accordance with clause 12 of the Framework Agreement.
- 3.2 As provided in section 8 of the Act, all of the rights and obligations of Canada as grantor in respect of the interests and licences in or in relation to Semiahmoo First Nation Land that exist on the coming into force of the Land Code shall be transferred to the First Nation on the coming into force of the

Land Code.

- 3.3 As of the date the Land Code comes into force, the First Nation shall be responsible for, among other responsibilities identified in this Agreement and the Framework Agreement, the following:
- (a) the collection of all rents and other amounts owing, payable or accruing pursuant to any instrument granting an interest or a licence in or in relation to Semiahmoo First Nation Land; and
 - (b) the exercise of any power and authorities, and performance of any covenants, terms and conditions, under the instruments referred to in paragraph (a) which, but for the transfer, would have been Canada's responsibility.
- 3.4 The Parties acknowledge that the transfer of administration referred to in this Agreement is subject to clauses 3.1 and 3.2 of the Framework Agreement, which addresses the applicability of the *Indian Oil and Gas Act*.

4. ACCEPTANCE OF TRANSFER OF LAND ADMINISTRATION

- 4.1 The First Nation hereby accepts the transfer of land administration described in Article 3 of this Agreement, including, without limitation, the transfer of all the rights and obligations of Canada as grantor of the interests and licences referred to in clause 3.2 of this Agreement.
- 4.2 As of the date the Land Code comes into force, and in accordance with the Framework Agreement:
- (a) the land management provisions of the *Indian Act*, as listed in clause 21 of the Framework Agreement cease to apply and Canada retains no powers and obligations in relation to Semiahmoo First Nation Land under these provisions; and
 - (b) the First Nation shall commence administering Semiahmoo First Nation Land pursuant to its Land Code.

5. OPERATIONAL FUNDING

- 5.1 In accordance with clause 30.1 of the Framework Agreement, and subject to appropriation by Parliament and the approval of the Treasury Board of Canada, Canada shall provide Operational Funding to the Semiahmoo First Nation as indicated in Annex "A" in accordance with the Operational Funding Formula as amended from time to time.
- 5.2 The Operational Funding referred to in clause 5.1 will be incorporated by the Parties into the Semiahmoo First Nation's Funding Arrangement in effect in the

year in which the payment is to be made. For greater certainty, payment of Operational Funding will be subject to the terms and conditions of the Funding Arrangement into which it is incorporated.

6. TRANSFER OF MONEYS

- 6.1 Following the date that the Land Code comes into force, Canada shall transfer the revenue and capital moneys referred to in clause 12.8 of the Framework Agreement to the First Nation in accordance with the provisions set out in Annex "B".
- 6.2 Revenue and capital moneys transferred pursuant to clause 6.1 shall be deposited in the First Nation's account at such financial institution as the First Nation may direct by notice in writing.

7. NOTICE TO THIRD PARTIES OF TRANSFER OF ADMINISTRATION

- 7.1 Immediately following approval of the Land Code and this Agreement by the members of the First Nation, the First Nation shall give written notice (the "Notice of Transfer of Administration"), by registered mail, to each holder of an interest or a licence in or in relation to Semiahmoo First Nation Land that is listed or referred to in Annex "C".
- 7.2 The Notice of Transfer of Administration shall state that:
 - (a) the administration of Semiahmoo First Nation Land and Canada's rights in Semiahmoo First Nation Land, other than title, will be transferred to the First Nation effective the date the Land Code comes into force;
 - (b) the holder of the interest or licence shall pay to the First Nation, all amounts owing, payable or due under the interest or licence on or after that date; and
 - (c) as of that date, the First Nation shall be responsible for the exercise of the powers and authorities, and the performance of any covenants, terms and conditions, under that instrument which, but for the transfer of administration, would have been Canada's responsibility.
- 7.3 The Semiahmoo First Nation shall deliver to Canada a copy of every Notice of Transfer of Administration and a copy of every acknowledgement of receipt of the Notice of Transfer of Administration received by the First Nation within 30 days of the issuance or receipt of the same.
- 7.4 The Notice obligations set out in this Article do not apply in respect of a holder of an interest or licence who is a member of the First Nation.

8. INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

- 8.1 As of the date the Land Code comes into force, the environmental assessment process set out in Annex "F" shall apply to projects on Semiahmoo First Nation Land until the First Nation's environmental assessment process is developed.

9. AMENDMENTS

- 9.1 This Agreement may be amended by agreement of the Parties.
- 9.2 Any amendment to this Agreement shall be in writing and executed by the duly authorized representatives of the Parties.

10. NOTICES BETWEEN THE PARTIES

- 10.1 Any notice or other official communication under this Agreement between the Parties shall be in writing addressed to the Party for whom it is intended.

- 10.2 The notice referred to in clause 10.1 shall be effective using any one of the following methods and shall be deemed to have been given as at the date specified for each method:

- (a) by personal delivery, on the date upon which notice is delivered;
- (b) by registered mail or courier, the date upon which receipt of the notice is acknowledged by the other party; or
- (c) by facsimile or electronic mail, the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed or deemed.

- 10.3 The addresses of the Parties for the purpose of any notice or other official communication are:

Canada:

Director Lands and Economic Development
Indigenous Services Canada BC Region
1138 Melville Street, Suite 600
Vancouver BC V6E 4S3

Semiahmoo First Nation:

16049 Beach Road
Surrey BC V3S 9R6

11. DISPUTE RESOLUTION

- 11.1 For greater certainty, any dispute arising from the implementation, application or administration of this Agreement may be resolved in accordance with the Dispute Resolution provisions set out in Part IX of the Framework Agreement.

12. DATE OF COMING INTO FORCE

- 12.1 The Parties acknowledge that the members of the First Nation have voted to approve the Land Code and this Agreement in accordance with the Framework Agreement.
- 12.2 This Agreement shall be effective as of the date on which the last of the Parties signs this Agreement.
- 12.3 The Parties acknowledge that the signing of this Agreement alone does not bring the Land Code into force, and that the First Nation is not an operational First Nation under First Nation Land Management until the Land Code comes into force in accordance with the provisions of the Land Code and the Framework Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the First Nation have signed this Agreement on behalf of the First Nation on _____, 20____, and the Minister of Indigenous Services has signed this Agreement on behalf of His Majesty the King in right of Canada, on _____, 20____.

His Majesty the King in right of
Canada, as represented by the
Minister of Indigenous Services

Semiahmoo First Nation

Allyson Rowe
Regional Director General
Indigenous Services Canada
BC Region, for the Minister of
Indigenous Services

Chief Harley Chappell

Councillor JoAnne Charles

Councillor Jennine Cook

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ANNEX "A"

FUNDING PROVIDED BY CANADA

- (a) The amount of Operational Funding by Fiscal Year is shown in the table below. The amount shall be prorated based on the number of months from the date the Land Code comes into force to the end of the Fiscal Year, and the First Nation shall be paid the prorated amount for that year. Transitional Funding will be provided for the year the Land Code comes into force and for the subsequent Fiscal Year, as shown in the table below.
- (b) Operational Funding will increase 2% annually over the term of the Memorandum of Understanding which ends March 31, 2028.
- (c) Subject to appropriation by Parliament and the approval of the Treasury Board of Canada, Operational Funding for Fiscal Years after March 31, 2028 will be calculated and provided in accordance with the Operational Funding Formula as amended from time to time.

OPERATIONAL FUNDING	
2025-2026 Fiscal Year	\$355,718 (This amount shall be prorated in accordance with paragraph (a) above) and \$100,000.00 - One time Transitional Funding per 1 st Fiscal Year
2026-2027 Fiscal Year	\$362,833 and \$100,000.00 – One time Transitional Funding per 2 nd Fiscal Year
2027-2028 Fiscal Year	\$370,089
Subsequent Fiscal Year(s)	Subject to paragraph (c) above, Operational Funding will be calculated and paid each Fiscal Year based on the Operational Funding Formula as amended from time to time.

ANNEX "B"

DETAILS FOR THE TRANSFER OF MONEYS

1. As of the 30th day of April 2025, Canada is holding \$10,918.88 of revenue moneys and \$2,843.06 of capital moneys for the use and benefit of the First Nation or its members. This amount is included for information purposes only and is subject to change.
2. **Initial Transfer.** Within thirty (30) days of the Land Code coming into force, Canada shall transfer to the First Nation all revenue and capital moneys collected, received or held by Canada for the use and benefit of the First Nation or its members.
3. **Subsequent Transfers.** Following an initial transfer of moneys, Canada shall, on a semi-annual basis, transfer to the First Nation all revenue and capital moneys that are subsequently collected or received by Canada for the use and benefit of the First Nation or its members. The first such subsequent transfer shall be made in the month of April or October, whichever month comes first after the month of the initial transfer.

ANNEX "C"

LIST OF INTERESTS AND LICENCES GRANTED BY CANADA

All interests and licences granted by Canada in or in relation to the Semiahmoo First Nation Land that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register are listed in reports that are available for review at the Semiahmoo First Nation Land Management Office located at 16049 Beach Road, Surrey BC.

Reserve General Abstract Reports for:
Semiahmoo Indian Reserve (08047)

Lawful Possessors Reports for:
Semiahmoo Indian Reserve (08047)

Lease or Permits Reports for:
Semiahmoo Indian Reserve (08047)

The above reports identify all interests or licences granted by Canada that are registered in the Indian Lands Registry System (ILRS).

ANNEX "D"

LIST OF ALL EXISTING INFORMATION IN CANADA'S POSSESSION RESPECTING ANY ACTUAL OR POTENTIAL ENVIRONMENTAL PROBLEMS WITH THE SEMIAHMOO FIRST NATION LANDS

Executive Summary – Semiahmoo First Nation – Phase 1 Environmental Site Assessment Report prepared for Semiahmoo First Nation by SynergyAspen Environmental Inc. dated March 2025.

The complete Phase 1 Environmental Site Assessment Report is available for review at the Semiahmoo First Nation Land Management Office located at 16049 Beach Road, Surrey BC.

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EXECUTIVE SUMMARY

SynergyAspen Environmental Inc. (SynergyAspen) was retained by the Semiahmoo First Nation (SFN) with contributions and funding provided by Indigenous Services Canada (ISC) to conduct a Phase I Environmental Site Assessment (ESA) for the SFN Indian Reserve No. 0 (hereafter referred to as the Site), located in Surrey, BC.

The purpose for completing the Phase I ESA as it relates to the Framework Agreement is for the Government of Canada and SFN to enter into an individual agreement, in accordance with section 6 of the Framework Agreement on First Nations Land Management (FNLML), to outline the specifics of the transfer of administration between the Government of Canada and SFN. As part of this process, a Phase I is to be completed by a qualified Assessor (SynergyAspen) to provide SFN and Canada with a snapshot of the existing environmental conditions of SFN's reserve lands at a particular point in time and recommendations for further study (e.g., areas to be included in a Phase II ESA), prior to the change in land management jurisdiction.

The Phase I ESA and Site visit were completed to identify land uses on the Site and on surrounding lands, and to identify Areas of Potential Environmental Concern (APECs) and associated Potential Contaminants of Concern (PCOCs) related to the land uses that may have potentially impacted the Site and/or Areas of Environmental Concern (AECs) and associated Contaminants of Concern (CoCs) related to contamination identified during previous ESAs.

Legal property descriptions within SFN lands will be identified by their current 2024 surveyed legal locations and referred to throughout the report by their common names known to SFN, as historically documented. For example, the Natural Resources of Canada survey description of Parcel 2 will be referred to as Lot 2.

The environmental works for twenty soil and/or groundwater investigations and three remedial excavations that were conducted across the Site between 2006 and 2025 were reviewed and analytical results were compared to current regulatory criteria.

Based on SynergyAspen's review of available documentation, current activities at the Site and surrounding properties, an interview program, input from Chief, Council and Community Members during Phase I ESA presentations, and a Site inspection completed on September 12 and 13, 2024, SynergyAspen has

identified twenty-four APECs and eleven AECs for the Site, including three off-Site APECs (see the table on the following two pages). The APECs/AECs are primarily associated with fill and waste material disposal, a former city landfill, former lumber mill infrastructure, unknown fluids disposal in septic systems, EM anomalies, potential spills and chemical disposal and an off-Site industrial and commercial activities (e.g. gas station/auto garage).

SFN and the City of White Rock have completed water sampling events at numerous locations in and around the Habgood sanitary, storm, and outfall locations (e.g. Little Campbell River outfalls) for water quality parameters. Elevated levels of fecal coliforms and E. coli. (and other parameters such as enterococci) have been identified across the sample area. SynergyAspen recommends continued sampling, discussions and planning be carried out to determine the cause and solution to the elevated levels.

Several underground and overhead utilities from the City of Surrey, City of White Rock and/or Provincial entities enter the Site at various locations. The underground utility corridors present at the Site can be considered possible preferential pathways for groundwater flow and contaminant migration from potential off-Site sources of contamination or residual contamination remaining on the Site.

Based on the results of the Phase I ESA it is recommended that further environmental investigation be completed, including investigation of newly identified APECs, delineation of identified AECs and corresponding CoCs and remediation of identified contamination. An assessment of potential preferential groundwater flow pathways via utility trenches and contaminant migration and confirmation of utility encroachment is recommended. A soil and groundwater study to confirm background concentrations is recommended for comparison to soil and groundwater conditions observed to-date. Additionally, geotechnical investigations of imported fill for potential land development, as determined by community planning, is recommended.

APECs & AECs - SFN I.R. No. 0

APEC/AEC	Legal Location	Description of Potentially Contaminating Activities	Media Potentially Impacted	Recommended Action
AEC A	Lot 1-1	Imported fill material disposal	Soil & Groundwater	Phase III ESA
AEC B	Lot 2 (Parcel 2)	Imported fill material disposal	Soil & Groundwater	Phase III ESA
AEC C	Lot 3 (Parcel 3)	Imported fill material disposal and unauthorized domestic refuse dumping	Soil & Groundwater	Phase III ESA
APEC D	Lot 5-1 (Parcel 5-1)	Tar dip tank, creosote preserved pilings and crab shack operations	Soil, Sediment, Groundwater & Porewater	Phase II ESA
APEC E	Lot 6 (West End of Parcel 6)	Lumber mill waste burner and powerhouse	Soil, Sediment, Groundwater & Porewater	Phase II ESA
APEC F	Lot 6 (Southcentral Riverbank of Parcel 6)	Refuse dumping. Historic mill lodging along riverbank	Soil, Sediment, Groundwater & Porewater	Phase II ESA
APEC G	Lot 5-1 & Lot 7 (Parcel 5-1 / Parcel 7)	Refuse dumping	Soil & Groundwater	Phase II ESA
APEC H	Lot 7 (Western portion of Parcel 7)	Storage of vehicles	Soil & Groundwater	Phase II ESA
AEC I	Lot 7 (Parcel 7)	Fill, waste dumping and trailer fire	Soil & Groundwater	Phase II ESA
AEC J	Parcel M2972 (Former Lot 8)	Imported fill from construction developments	Soil & Groundwater	Phase III ESA
AEC K	16233 and 16237 Middle Beach Road	Suspect contaminated soil post housing and septic field demolition	Soil & Groundwater	Phase III ESA
AEC L	16275, 16283 and 16293 Middle Beach Road	Suspect contaminated soil post housing and septic field demolition	Soil & Groundwater	Phase III ESA
APEC M	Lot 8 (Parcel 8)	Refuse dumping	Soil & Groundwater	Phase II ESA
APEC N1	16327 Beach Road	Septic area 1, unknown fluids disposal	Soil & Groundwater	Phase II ESA
APEC N2	16327 Beach Road	Septic area 2, unknown fluids disposal	Soil & Groundwater	Phase II ESA
APEC N3	16327 Beach Road	Septic area 3, unknown fluids disposal	Soil & Groundwater	Phase II ESA
APEC N4	16327 Beach Road	Septic area 4, unknown fluids disposal	Soil & Groundwater	Phase II ESA
APEC N5	16327 Beach Road	Septic area 5, unknown fluids disposal	Soil & Groundwater	Phase II ESA
APEC N6	16327 Beach Road	Septic area 6, unknown fluids disposal	Soil & Groundwater	Phase II ESA

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APEC/AEC	Legal Location	Description of Potentially Contaminating Activities	Media Potentially Impacted	Recommended Action
APEC N7	16327 Beach Road	EM anomaly 1	Soil & Groundwater	Phase II ESA
APEC N8	16327 Beach Road	EM anomaly 2	Soil & Groundwater	Phase II ESA
APEC N9	16327 Beach Road	EM anomaly 3	Soil & Groundwater	Phase II ESA
APEC N10	16327 Beach Road	EM anomaly 4	Soil & Groundwater	Phase II ESA
APEC N11	16327 Beach Road	EM anomaly 5	Soil & Groundwater	Phase II ESA
APEC N12	16327 Beach Road	Potential spills and/or disposal of automotive fluids, paints or chemicals	Soil & Groundwater	Phase II ESA
AEC O	Lot 9 (Parcel 9): 16490 and 16502 Upper Beach Road	Suspect contaminated soil post housing, septic field demolition and fire.	Soil & Groundwater	Phase III ESA
APEC P	Lot 9 (Parcel 9)	Unauthorized dumping and transient campground	Soil & Groundwater	Phase II ESA
AEC Q	Lot 74 / 75 (Former Lot 10)	AST and imported fill material of unknown origin, possible waste dumping	Soil & Groundwater	Phase III ESA
AEC R	Lot 57	Former municipal landfill and lumber mill.	Soil, Sediment, Groundwater & Porewater	Phase III ESA
APEC S	Lot 59	Imported fill and Waste Dumping	Soil & Groundwater	Phase II ESA
AEC T	Beach Road (Off Shoots)	Imported fill with identified impacts	Soil & Groundwater	Phase III ESA
APEC U	Site Wide Utilities Entering Reserve	Utilities and Drainage Points Entering SFN Lands	Soil & Groundwater	Phase II ESA
APEC V	Plan 10769 (15622 Marine Drive)	Off-Site migration of identified impacts	Soil & Groundwater	Phase II ESA
APEC W	15627 Marine Drive (Current Address: 15611 Marine Dr.)	Off-Site Historic Radiator Shop	Soil & Groundwater	Phase II ESA
APEC X	15985 Marine Drive (Current Address: 15989 Marine Dr.)	Off-Site gas station/auto garage	Soil & Groundwater	Phase II ESA

Notes:

Refer to list of Abbreviations of page i & ii

Handwritten signature/initials

ANNEX "E"

**LIST OF OTHER INFORMATION PROVIDED BY CANADA THAT MATERIALLY
AFFECTS INTERESTS AND LICENCES**

Nil

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ANNEX "F"

INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

The Framework Agreement specifies that the First Nation and the Minister will address in the Individual Agreement how to conduct environmental assessments on First Nation land on an interim basis until the First Nation's environmental assessment process is developed. This Annex describes that interim environmental assessment process.

The interim process is intended to be broadly consistent with requirements of the federal environmental assessment process but without imposing requirements that are only appropriate to federal organizations and departments.

- 1) The First Nation shall carry out an environmental assessment in circumstances where federal environmental assessment legislation would likely require Canada to carry out an environmental assessment for a project on federal lands.
- 2) When the First Nation must conduct an environmental assessment of a proposed project, the First Nation shall ensure that the environmental assessment is carried out in the early planning stages of the project, before the First Nation makes an irrevocable decision that would allow the project to proceed (i.e. approve, regulate, fund or undertake the project). The environmental assessment shall be conducted at the expense of the First Nation or proponent of the project.
- 3) The First Nation shall not approve, regulate, fund, or undertake the project unless the First Nation has determined that:
 - a. the project is unlikely to cause any significant adverse environmental effects; or
 - b. that those effects are justifiable under the circumstances,taking into consideration:
 - the results of a required environmental assessment;
 - any economically and technically feasible mitigation measures identified as necessary during the assessment; and
 - any public comments received during the assessment.
- 4) If the First Nation approves, regulates, funds, or undertakes the project, the First Nation shall conduct project monitoring, review implementation of approved mitigation measures, and follow-up programs as the First Nation considers necessary.
- 5) If a project on First Nation land is also subject to a federal or provincial

environmental assessment process, the First Nation must make its own determination in accordance with Section 3 above, but may:

- a. agree with the Province, Canada, or both on a harmonized environmental assessment process appropriate to that project, taking into account the Framework Agreement's principle that the First Nation's environmental assessment process be used where a federal environmental assessment is required; or
- b. use the environmental assessment completed by the Province, Canada, or both, in substitution for undertaking a First Nation-led environmental assessment process.

A handwritten signature in black ink, consisting of a stylized 'R' above a cursive 'He'.

ANNEX "G"

DESCRIPTION OF SEMIAHMOO FIRST NATION LAND

The following Land Description prepared by Gregory Clifford of the Surveyor General Branch, Natural Resources Canada, under First Nation Land Management is available for review online at Canada Lands Survey Records.

Semiahmoo Indian Reserve (08047) dated May 14, 2025, and recorded in the Canada Lands Survey Records as FB45120 CLSR BC

Handwritten signature in black ink, consisting of a stylized 'R' and 'H'.