



LANDS DEPARTMENT
COMMUNITY DISCLOSURE AND ACKNOWLEDGEMENT

SCOTCH CREEK I.R. # 4 LEASES

Contact: lands@lslb.ca

250-679-3203

Instructions: This acknowledgement must be completed, reviewed and signed by the purchaser/s and form part of the Purchaser's assignment application. For further information please refer to the Checklist and Assignment Instructions on the Buying Here section of the LSLB website.

Feb. 28/2022

Applicants acknowledge that the Lands are located on Scotch Creek Reserve # 4 and form part of the Little Shuswap Lake Band's territory (the "Little Shuswap Lake Band Lands"). The Applicants and the other leaseholders are part of a community which includes the members of the Band. It is important that all parties respect the rights and cultures of others living on these lands.

The Applicants confirm with the Little Shuswap Lake Indian Band (the "Band") that they have received and reviewed a copy of the Lease and understand their obligations under the terms of the Lease.

Without limiting the generality of the foregoing the Applicants understand:

1. a) they are obliged to pay an annual Rent to the Band for the Lands and this payment is due and owing on January 1 of each year. The Rent will be reviewed and revised every five years in accordance with the process set out in the Lease; or
b) the Rent for the Term of their Lease is prepaid. Q
(cross out the paragraph that does not apply)
2. they are obliged to insure the Lands in accordance with the provisions of the Lease. Upon submission of the Assignment of the Lease into their names they must provide the Band with proof of insurance. In the event the insurance is cancelled at any time for any reason the Applicants understand they are obliged to immediately notify the Band in writing;
3. the Band has contracted with the British Columbia Assessment Authority to provide an assessment of the value of the Lands each year. The Leaseholders are provided with a Notice of Assessment on or before January 31 of each year. The Leaseholders are provided with a Property Tax Notice on or before June 29 of each year setting out the amount of Property Taxes owing by them to the Band. Property Taxes are due and payable to the Band on or before August 1 of each year.
4. The Applicants are entitled to apply for a Homeowner Grant with respect to their Lands provided they meet the eligibility requirements. Residents of British Columbia are only entitled to claim a Homeowner Grant on one leasehold or freehold property in British Columbia in any one year;
5. the permitted uses (the "Uses") of the Lands are defined in the Lease. The number and type of building(s) allowed on the Lands are set out in the Lease. The Applicants have reviewed these provisions of the Lease and have satisfied themselves that their intended use of the Lands complies with those Uses allowed under the Lease;

6. the Band is the local authority for the administration of the Little Shuswap Lake Band Lands much like a municipal government. Accordingly, it has the authority to pass Laws and Bylaws with respect to the use of the Lands. The Applicants acknowledge that they are obliged to comply with all Laws and Bylaws affecting the Lands;
7. the Band has enacted a Building Bylaw and Policy which must be followed by the Applicants. Owners are required to obtain a Building Permit from the Band and conduct such Building Inspections as required under the Bylaw and Policy with respect to any construction on, or alterations to, the Lands;
8. an Environmental Assessment was conducted on the Lands prior to the Lease being issued. The Applicants acknowledge having reviewed the Environmental Assessment. The Applicants understand they are obliged to follow all provincial, federal and Band environmental laws which apply to the Lands;
9. the Lands are serviced by a Sewer System provided by the Band. The Sewer System is for the removal of grey water only. The Sewer System includes lift stations which assist in the removal of the grey water. Each Leaseholder has constructed a Septic System to deal with solid wastes produced on their property. The Applicants should locate the sewer curb stop on the Lands and be aware of the location of the underground Band Sewer Line on the Lands. Any concerns about the Band Sewer Line and its maintenance should be directed to the Operations and Maintenance Department of the Band. The Applicants are obliged to maintain their Septic System in accordance with provincial, federal and Band Laws and Bylaws. In the event the Band decides to construct a full community sewer system in the future which also deals with solid waste, the Applicants are obliged, under the terms of the Lease, to connect to the Band Sewer System and to pay the Band a connection fee in accordance with the terms of the lease. Fees associated with the use of the Sewer System may be charged at rates determined by the Band;
10. The Leasehold Lots on Scotch Creek Reserve #4 are serviced by separate water systems which have been constructed by the individual Leaseholders. The Applicants are obliged to maintain their Water System in accordance with provincial, federal and Band Laws and Bylaws. In the event the Band decides to construct a Band Water System in the future, the Applicants are obliged under the terms of the Lease to connect to the Band Water System and to pay the Band such rates as the Band may pass from time to time for the use of the Water System;
11. the Applicants are responsible for the payment of any other utilities used by them on the Lands;
12. the Band may pass Laws or Bylaws from time to time with respect to the use of the waterfront along the Little Shuswap Lake Band Lands and the Applicants agree to comply with any such Laws or Bylaws;
13. the Band provides garbage collection services to the Lands and the Applicants are responsible to pay the Band such rates as the Band may pass from time to time with respect to garbage collection;
14. the Band has passed a Bylaw prohibiting the use of fireworks on the Little Shuswap Lake Band Lands;
15. the Columbia Shuswap Regional District (“CSRD”) has established the Scotch Creek Volunteer Fire Department which services the leasehold lots on Scotch Creek Reserve #4.

The Applicants agree to comply with any rules established by the Scotch Creek Volunteer Fire Department from time to time. The Band has the right to prohibit campfires and outdoor burning on Shuswap Lake Band Lands during fire season and the Applicant is obliged to comply with such orders;

16. Hilliam Road is a provincial road which is serviced by the provincial government under contract with ACCIONA Infrastructure Maintenance (AIM Roads). Road maintenance includes snow removal along Hilliam Road but not along the individual access roads or driveways to the Lots. Leaseholders are responsible for the maintenance of their own driveways and individual access roads, including snow removal. Any concerns about road maintenance should be directed to the Operations and Maintenance Department of the Band.
17. the consent of the Band or Minister must be obtained with respect to any Assignment or Mortgage with respect to the Lands;
18. they are part of a community and shall not use the Lands in any way which shall constitute a nuisance to their neighbours or the community;
19. the Applicants are not entitled to access and use other parts of the Little Shuswap Lake Band Lands without the express written permission of the Band.

In the event that any of the terms of this Acknowledgement contradict the provisions of the Lease, the provisions of the Lease shall prevail.

Signed by the Applicants this ____ day of _____, 202_.

Purchaser Name

Witnessed as to all signatures by:

Name:

Purchaser Name

February 28, 2022