

GITWANGAK INDIAN BAND CUT-OFF CLAIM SETTLEMENT AGREEMENT

THIS AGREEMENT made in triplicate dated for reference the 27th day of November, 2007.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Indian Affairs and Northern Development

(hereafter called "Canada")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA** as represented by the Minister of Aboriginal Relations and Reconciliation

(hereafter called the "Province")

AND:

GITWANGAK INDIAN BAND and the members of the Gitwangak Indian Band as
represented by the Council of the Gitwangak Indian Band

(hereafter called the "Band")

WHEREAS:

- A. Following the confederation of the Province with Canada in 1871 and prior to the year 1916, certain lands had been allotted to the Band;
- B. After Confederation, differences arose between Canada and the Province as to the allotment and management of Indian reserves. In order to settle these differences, Canada and the Province entered into the McKenna-McBride Agreement dated September 24, 1912, which provided for the establishment of a Royal Commission to make recommendations respecting the adjustment of the acreage of the lands to be reserved for Indians in British Columbia by the addition of lands to the then identified reserves, the creation of reserves, and the reduction of the acreage of identified reserves with the consent of the Indians, to such size as the Commissioners thought reasonably sufficient for the purposes of such Indians;

Handwritten signature and initials:
D.S. KS
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- C. The lands described in Schedule A were cut-off from lands identified for the Band pursuant to paragraph 2(a) of the McKenna-McBride Agreement of September 24, 1912, the *Indian Affairs Settlement Act*, S.B.C 1919, c. 32, the *British Columbia Indian Lands Settlement Act*, S.C. 1920, c. 51 and the report of the Royal Commission on Indian Affairs for the Province of British Columbia of June 30, 1916, as approved and confirmed by Dominion Privy Council Order 1265 of July 19, 1924 and British Columbia Order in Council 911 of July 26, 1923;
- D. It has been agreed between Canada, the Province and the Band to effect a full and final settlement of their differences respecting the cutting off of lands from the Band by entering into this Agreement to provide, among other things, for the transfer of certain Replacement Lands from the Province to Canada for the use and benefit of the Band and the payment of monies by the Province and Canada;
- E. A band or the council of a band may, in accordance with section 3 of the *British Columbia Indian Cut-off Lands Settlement Act*, S.C. 1984, c. 2 enter into an agreement with Her Majesty the Queen in Right of Canada and Her Majesty the Queen in Right of British Columbia for the purposes of resolving and settling claims in respect of cut-off lands asserted by the band or the council of the band;
- F. The Band desires to enter into this Agreement, on behalf of the Band including all past, present and future members of the Band and the Council of the Band and their successors, the consent to and approval of this Agreement will be acknowledged by the execution of this Agreement by the Council of the Band.

THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.1 In this Settlement Agreement:

- (a) **"Action"** means Action No. T-6260-79 in the Federal Court of Canada, Trial Division;
- (b) **"Additions to Reserve Policy"** means the policy and procedural guidelines pertaining to additions to reserve and the creation of new reserves that are set out in the Department of Indian Affairs and Northern Development's *Land Management and Procedures Manual*, as amended or replaced from time to time;
- (c) **"Agreement"** means this settlement agreement including the attached Schedules, which will not have legal force and effect until the Effective Date;
- (d) **"Ballot Question"** means the question asked of the Voters in the Ratification Vote as set out in Schedule D;

- (e) **"Band Council Resolution"** means a duly executed written resolution of the Council adopted at a duly convened meeting;
- (f) **"Claim"** means all claims arising from the facts, matters and issues arising from or relating to the Cut-off Lands of the Band pursuant to the Royal Commission's Report on Indian Affairs for the Province of British Columbia including any claims of the Band set forth in
- (i) the pleadings in the Action,
- (ii) the specific claim submission the Band provided to Canada dated September 27, 2005 and entitled "Cut-off Lands Specific Claim: Squin-lix-stat Reserve #3", including all supplemental submissions,
- except that "Claim" does not include any claim that the Band may have in relation to 3.8 acres more or less of Squin-lix-stat Indian Reserve No. 3 that may have been transferred to the Grand Trunk Pacific Railway;
- (g) **"Claimant"** means the Band, any other band, First Nation or Aboriginal group, and all members, or persons eligible to be members, of the Band, other band, First Nation or Aboriginal group, and each of their respective heirs, descendants, legal representatives, successors or assigns;
- (h) **"Council"** means, in respect of the Band, "council of the band" within the meaning of the *Indian Act*;
- (i) **"Cut-Off Lands"** means those lands described in Schedule A which were cut off from lands of the Band pursuant to paragraph 2(a) of the McKenna-McBride Agreement of September 24, 1912, the *Indian Affairs Settlement Act*, S.B.C 1919, c. 32, the *British Columbia Indian Lands Settlement Act*, S.C. 1920, c. 51, and the report of the Royal Commission on Indian Affairs for the Province of British Columbia of June 30, 1916, as approved by Dominion Privy Council Order 1265 of July 19, 1924 and British Columbia Order in Council 911 of July 26, 1923;
- (j) **"Department"** means the Department of Indian Affairs and Northern Development as established pursuant to the *Department of Indian Affairs and Northern Development Act*, R.S.C. 1985, c. I-6, and regulations made thereunder, as amended or replaced from time to time;
- (k) **"Effective Date"** means the latest date that this Agreement is executed on behalf of the Band, the Province and Canada pursuant to section 12.0, and is the date on which this Agreement comes into effect;

- (l) **"Environmental Management Act"** means the *Environmental Management Act*, S.B.C. 2003, c.53, and regulations made thereunder, as amended or replaced from time to time;
- (m) **"Federal Real Property Act"** means the *Federal Real Property and Federal Immovables Act*, S.C. 1991, c. 50 and regulations made thereunder, as amended or replaced from time to time;
- (n) **"Federal Settlement Funds"** means the sum of one hundred and fifty thousand dollars (\$150,000.00) paid by Canada to the Band in accordance with section 6.0 of this Agreement;
- (o) **"Indian Act"** means the *Indian Act*, R.S.C. 1985, c. I-5 as amended, and regulations made thereunder all as amended or replaced from time to time, and any reference to a section of this *Act* will include that section as amended or replaced from time to time;
- (p) **"Information Meeting"** means a meeting at which the Band's legal counsel, and any other persons requested by Council, will explain the nature and effect of this Agreement and its implementation, as well as the effect of administering and managing the Federal Settlement Funds through a trust arrangement instead of the Revenue Account maintained by the Department for the Band, to all members of the Band in attendance;
- (q) **"Instrument of Transfer"** means the form of Instrument of Transfer to transfer the administration and control of the Replacement Lands from the Province to Canada for the use and benefit of the Band, attached as Schedule C, which form contains substantially the same terms, reservations, and restrictions as are contained in British Columbia Order in Council 1036 approved and ordered July 29, 1938, as amended by British Columbia Order in Council 1555 approved and ordered May 13, 1969 (collectively, "Order in Council 1036");
- (r) **"Parties"** means all three (3) parties to this Agreement, being Canada, the Province and the Band;
- (s) **"Person"** means any proprietor, corporation, partnership, trust, joint venture, unincorporated organization, Indian band, union, governmental body or individual, including, without limitation, any member of the Band or any person purporting to be a member of the Band, and each of their respective heirs, descendants, legal representatives, successors and assigns;
- (t) **"Provincial Settlement Funds"** means the sum of two hundred thousand dollars (\$200,000.00) paid by the Province to Canada for the use and benefit of the Band in accordance with section 6.0 of this Agreement;

- (u) **"Ratification Vote"** means a vote on the Ballot Question conducted according to the Voting Guidelines;
- (v) **"Replacement Lands"** means the lands identified in Schedule B, of which the administration and control is to be transferred by the Province to Canada for the use and benefit of the Band pursuant to this Agreement;
- (w) **"Revenue Account"** means an account so titled that is maintained by the Department of Indian Affairs and Northern Development for the Band;
- (x) **"Schedules"** means the following which are attached to and form part of this Agreement:

Schedule A - Cut-off Lands

Schedule B - Replacement Lands

Schedule C - Form of Instrument of Transfer to transfer administration and control of the Replacement Lands from the Province to Canada for the use and benefit of the Band

Schedule D - Ballot Question

Schedule E - Voting Guidelines

Schedule F - Approval-in-Principle for the Replacement Lands;

- (y) **"Settlement Funds"** means the sum of the Federal Settlement Funds and the Provincial Settlement Funds being the money paid by Canada and the Province, respectively, as set out in section 6.0 of this Agreement;
- (z) **"Voter"** means a member of the Band who is 18 years of age or older on the Voting Day;
- (aa) **"Voting Day"** means the day set for the holding of the Ratification Vote; and
- (bb) **"Voting Guidelines"** means the Voting Guidelines attached as Schedule E.

1.2 Except as otherwise defined in this Agreement, any words defined in the Voting Guidelines will have the same meaning in this Agreement.

1.3 Except as otherwise defined in this Agreement, any words used in this Agreement which are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.

2.0 TRANSFER OF ADMINISTRATION AND CONTROL BY THE PROVINCE TO CANADA

2.1 In full and final settlement of the Claim, the Province will:

- (a) pay the Provincial Settlement Funds to Canada within 60 days of the Effective Date; and
- (b) transfer by Orders in Council to Canada for the use and benefit of the Band within ninety (90) days of being advised that Canada has executed this Agreement and without any cost to Canada, the administration and control of the Replacement Lands, free and clear of all interests except for the terms, reservations, restrictions, encumbrances and encroachments as are disclosed in the Instrument of Transfer.

2.2 Canada will accept the transfer of the administration and control of the Replacement Lands pursuant to the provisions of the *Federal Real Property Act*, subject to receipt of title in a good and satisfactory condition as determined by Canada in its sole discretion acting reasonably, including free and clear of all reservations, restrictions, encumbrances or encroachments, except those reservations, restrictions, encumbrances or encroachments as are disclosed in the Instrument of Transfer.

2.3 The Province represents and warrants that, except as specifically provided in subsection 2.2, as of the date of the Order in Council transferring the administration and control of the Replacement Lands to Canada, the Province has not made any Crown grants or otherwise disposed of any of its estate, right, title or interest in or to the Replacement Lands to any person and, for greater certainty, as of the date of the Order in Council transferring the administration and control of the Replacement Lands to Canada there are no leases, licences, easements, rights of way, or charges affecting the Replacement Lands, and the Province has authorized no reservations, restrictions, encumbrances or encroachments, except as specifically provided in subsection 2.2.

2.4 Subsection 2.1 is intended to bring the rights of the Parties with respect to the Replacement Lands into conformity with those rights which are held in respect of lands transferred to Canada pursuant to Order in Council 1036.

2.5 Nothing in this Agreement precludes the Band or Canada from challenging the legal authority or validity of Order in Council 1036.

2.6 The Province will extend to the Band and Canada the benefit of any future policy changes or any changes in the law of British Columbia concerning the use and application of British Columbia Order in Council 1036, and for such purpose to treat the terms, reservations and restrictions disclosed in the Instrument of Transfer as

though they were contained in Order in Council 1036 rather than in the Instrument of Transfer.

- 2.7 The Parties agree that the Cut-Off Lands are the same lands as and comprise the entire lands that were cut-off from lands identified for the Band pursuant to paragraph 2(a) of the McKenna-McBride Agreement of September 24, 1912, the Indian Affairs Settlement Act, S.B.C 1919, c. 32, the British Columbia Indian Lands Settlement Act, S.C. 1920, c. 51 and the report of the Royal Commission on Indian Affairs for the Province of British Columbia of June 30, 1916, as approved and confirmed by Dominion Privy Council Order 1265 of July 19, 1924 and British Columbia Order in Council 911 of July 26, 1923.

3.0 RECOMMENDATIONS TO SET APART REPLACEMENT LANDS AS RESERVE

- 3.1 The Minister of Indian Affairs and Northern Development will recommend to the Governor in Council that the Replacement Lands be set apart by Canada as a reserve for the use and benefit of the Band provided that:
- (a) Canada has accepted the transfer of the administration and control of the Replacement Lands as set out in subsection 2.2;
 - (b) the Minister is satisfied that the Replacement Lands meet the Additions to Reserves Policy.
- 3.2 Canada acknowledges that the Replacement Lands are approved in principle under the Additions to Reserves Policy for the granting of reserve status subject to the terms and conditions set out in the approvals-in-principle set out in Schedule F.
- 3.3 If a federal Order in Council setting the Replacement Lands aside as a reserve is not granted within two (2) years following the completion of the environmental audit or satisfactory remediation of the Replacement Lands, then at the discretion and expense of Canada, an update of the environmental audit may be required to ensure the continued satisfactory environmental status of the Replacement Lands.
- 3.4 The Band has inspected the Replacement Lands and acknowledges that it wishes to have the Replacement Lands set apart as a reserve.
- 3.5 Without limiting the generality of subsection 2.1, in the event that there are reservations, restrictions, encumbrances or encroachments at the time Canada accepts the transfer of the administration and control of the Replacement Lands not referred to in the Instrument of Transfer provided pursuant to this Agreement, the Band will not make any claim against Canada in respect thereof, provided that Canada has not purported to authorize such reservations, restrictions, encumbrances or encroachments.

3.6 The setting apart of the Replacement Lands as a reserve does not obligate Canada or the Province to provide or pay any costs of infrastructure, capital construction projects, servicing, or operating and maintenance costs, including but not limited to roads, sewers, water, hydro, housing, schools, recreation facilities, or other community buildings, on the reserve lands so set apart.

3.7 Nothing in subsection 3.6 restricts the entitlement of the Band to existing or future program funds provided or to be provided generally to Indian bands by the Department.

4.0 NAME OF RESERVE

4.1 Subject to an Order of the Governor in Council setting apart the Replacement Lands as a reserve for the use and benefit of the Band as set out in this Agreement, the Replacement Lands will be named Squin-lix-stat Indian Reserve.

5.0 ENVIRONMENTAL IMPACTS

5.1 Canada has provided the Parties with a copies of the following reports concerning the environmental condition of the Replacement Lands:

- (a) "Phase 1 Environmental Site Assessment Squin-lix-Stat I.R. #3 Near Kitwanga, BC" dated January 27, 2006 and prepared by Morrow Environmental Consultants Inc.;
- (b) "CEAA-Like Screening Decision" dated May 26, 2006 and prepared by the Department.

5.2 Canada and the Province do not guarantee or warrant the accuracy of the information set out in the report referred to in subsection 5.1.

5.3 The Band acknowledges that they:

- (a) have received and reviewed the report referred to in subsection 5.1;
- (b) have viewed the Replacement Lands and had a reasonable time to complete any additional environmental investigations and other inspections of the Replacement Lands they consider necessary;
- (c) are solely responsible for ensuring that they are satisfied with the condition of the Replacement Lands they wish to have set apart as a reserve for their use and benefit;

- (d) are satisfied with the environmental condition of the Replacement Lands;
- (e) will accept the Replacement Lands in the condition they are in at the date the Band executes this Agreement.

5.4 Notwithstanding subsection 5.3, if it is determined that, as the direct result of actions taken by Persons other than Canada or the Band:

- (a) there is contamination, as defined in the *Environmental Management Act*, on or under the Replacement Lands in excess of agricultural standards for soils or drinking water standards for water established under that Act ("Remediation Standards");
- (b) the contamination originated after the completion date of the environmental investigation referred to in subsection 5.1 but before the acceptance by Canada of the administration and control of the Replacement Lands from the Province as set out in subsection 2.2; and,
- (c) remediation of the Replacement Lands is or would have been required to meet the Remediation Standards;

the Province will remediate or cause to be remediated the Replacement Lands so affected in accordance with the Remediation Standards set out in subsection 5.4 (a) and will provide the Band and Canada with copies of environmental reports that demonstrate that the Replacement Lands have been so remediated, and the Band will accept the Replacement Lands if remediated as set out above.

6.0 PAYMENT OF SETTLEMENT FUNDS

- 6.1 Subject to the provisions of this Agreement, Canada agrees to pay to the Band and the Band agrees to accept the Federal Settlement Funds in the amount of one hundred and fifty thousand dollars (\$150,000.00) in full and final settlement of the Claim, which sum includes an amount to reimburse the Band its costs for research, preparation, negotiation, settlement, legal and any other costs related to the Claim, this Agreement and any related and subsequent documents.
- 6.2 Subject to the provisions of this Agreement, the Province will pay to Canada for the use and benefit of the Band the Provincial Settlement Funds of two hundred thousand dollars (\$200,000.00) in full and final settlement of the Claim.
- 6.3 The Province agrees to pay the Provincial Settlement Funds within sixty (60) days of the Effective Date.

6.4 Canada agrees to pay the Federal Settlement Funds within sixty (60) days of the Effective Date.

6.5 The Band authorizes and directs Canada to pay the Federal Settlement Funds referred to in subsection 6.1 of this Agreement to the Band's legal counsel, Edward A. Suderman, "in trust" for the Band.

6.6 The Band and the Province authorize and direct Canada to pay the Provincial Settlement Funds received from the Province pursuant to subsection 6.2 of this Agreement into the Revenue Account and Canada agrees to so deposit the Provincial Settlement Funds.

6.7 Canada and the Band intend and agree that:

- (a) the Federal Settlement Funds are not "Indian Moneys" within the meaning of the Indian Act, and therefore the provisions of the Indian Act with respect to the management of Indian moneys will not apply to the Federal Settlement Funds; and
- (b) Canada will bear no responsibility or liability whatsoever with respect to the administration or management of the Federal Settlement Funds once the Federal Settlement Funds are paid to Band's legal counsel "in trust" for the Band in accordance with this Agreement, and, without restricting the generality of the foregoing, with respect to the safe custody, investment, management, preservation of capital or interest, or for the rate of return obtained thereon, or for any loss of the said Federal Settlement Funds, in whole or in part, whether through investment or failure of a financial institution or otherwise.

7.0 RELEASE

BAND'S RELEASE TO CANADA

7.1 In consideration of the Federal Settlement Funds paid by Canada to the Band and the mutual fulfilment of the promises in this Agreement, the Band agrees to:

- (a) forever release and discharge Canada and any of its Ministers, officials, servants, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the Band and the past, present and future members of the Band and any of their respective heirs, descendants, legal representatives, successors or assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim;

- (b) abandon, by filing a consent dismissal order or other notice or document acceptable to Canada, any legal proceedings commenced against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim; and
- (c) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the Band and the past, present and future members of the Band and any of their respective heirs, descendants, legal representatives, successors or assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to:
 - (i) the Claim;
 - (ii) the procedures resulting in the ratification and execution of this Agreement by the Band, including, but not limited to, any errors or omissions in the List of Voters for the Ratification Vote;
 - (iii) the representations and warranties of the Band under section 13.0;
 - (iv) the deposit of the Settlement Funds on the Band's authority and direction as set out in section 6.0;
 - (v) the environmental condition of the Replacement Lands as it exists on the day that the Replacement Lands are transferred to Canada;
 - (vi) any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Replacement Lands which exist on the day the Replacement Lands are set apart as a reserve.

BAND'S RELEASE TO THE PROVINCE

7.2 In consideration of the Provincial Settlement Funds paid by the Province to Canada for the use and benefit of the Band and the mutual fulfilment of the promises in this Agreement, the Band agrees to:

- (a) forever release and discharge the Province and any of its Ministers, officials, servants, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the Band and the past, present and future members of the Band and any of their respective heirs, descendants, legal representatives, successors or assigns may ever have had, may now have or may in the future have against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim;

- (b) abandon, by filing a consent dismissal order or other notice or document acceptable to the Province, any legal proceedings commenced against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim; and
- (c) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the Band and the past, present and future members of the Band and any of their respective heirs, descendants, legal representatives, successors or assigns may ever have had, may now have or may in the future have against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to:
 - (i) the Claim;
 - (ii) the procedures resulting in the ratification and execution of this Agreement by the Band, including, but not limited to, any errors or omissions in the List of Voters for the Ratification Vote;
 - (iii) the representations and warranties of the Band under section 13.0;
 - (iv) the deposit of the Settlement Funds on the Band's authority and direction as set out in section 6.0;
 - (v) subject to subsection 5.4, the environmental condition of the Replacement Lands as it exists on the date that the Band executes this Agreement;
 - (vi) any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Replacement Lands disclosed in the Instrument of Transfer.

CANADA'S RELEASE TO THE PROVINCE

7.3 In consideration of the release provided by the Band to Canada under subsection 7.1 and the release provided by the Province to Canada under subsection 7.4 and the mutual promises in this Agreement, Canada agrees to:

- (a) forever release and discharge the Province and any of its Ministers, officials, servants, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which Canada and any of its Ministers, officials, servants, agents, successors or assigns may ever have had, may now have or may hereafter have against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim to the extent that Canada has been released by the Band under subsection 7.1; and

- (b) not assert, in its own right or on behalf of the Band, any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the Band and the members of the Band and any of their respective heirs, descendants, legal representatives, successors or assigns, past, present and future, and Canada and any of its Ministers, officials, servants, agents, successors or assigns, may ever have had, may now have or may hereafter have against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim to the extent that Canada has been released by the Band under subsection 7.1.

THE PROVINCE'S RELEASE TO CANADA

- 7.4 In consideration of the release provided by the Band to the Province under subsection 7.2 and the release provided by Canada to the Province under subsection 7.3 and the mutual promises in this Agreement, the Province agrees to:
- (a) forever release and discharge Canada and any of its Ministers, officials, servants, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the Province and any of its Ministers, officials, servants, agents, successors or assigns may ever have had, may now have or may hereafter have against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim to the extent that the Province has been released by the Band under subsection 7.2; and
- (b) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the Province and any of its Ministers, officials, servants, agents, successors or assigns, may ever have had, may now have or may hereafter have against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim to the extent that the Province has been released by the Band under subsection 7.2.

8.0 INDEMNITY

INDEMNITY BY THE BAND TO CANADA

- 8.1 The Band agrees to indemnify Canada and any of its Ministers, officials, servants, agents, successors and assigns from any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Claimant against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to:

- (a) the Claim;
- (b) the procedures resulting in the ratification and execution of the Agreement by the Band, including, but not limited to, any errors or omissions in the List of Voters for the Ratification Vote;
- (c) the representations and warranties of the Band under section 13.0; and
- (e) the deposit of the Settlement Funds on the Band's authority and direction as set out in section 6.0;

8.2 The Band agrees to indemnify Canada and any of its Ministers, officials, servants, agents, successors and assigns from any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Person against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to:

- (a) the environmental condition of the Replacement Lands as it exists on the day that the Replacement Lands are transferred to Canada; and
- (b) any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Replacement Lands which exist on the day the Replacement Lands are set apart as a reserve.

8.3 Canada will use all reasonable efforts to notify the Band of any action, cause of action, suit, proceeding, claim or demand referred to in subsections 8.1 or 8.2 that is brought against Canada and any of its Ministers, officials, servants, agents, successors and assigns. However, the Band will not be entitled to avoid liability for indemnification by reason of Canada's failure to give timely notice.

8.4 Canada will assume and control the defence and any negotiations relating to any action, cause of action, suit, claim or demand referred to in subsections 8.1 or 8.2. Canada agrees that it will not refuse to defend itself based solely on the existence of this section.

8.5 Any demand by Canada for indemnification will be made in writing, and if the amount so claimed is not paid by the Band within one hundred and twenty (120) days of receipt of such notice, Canada will be entitled to invoke all rights and remedies provided by law to recover any amounts owed by the Band.

INDEMNITY BY THE BAND TO THE PROVINCE

8.6 The Band agrees to indemnify the Province and any of its Ministers, officials, servants, agents, successors and assigns from any obligation, liability, duty, loss or damage

resulting from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Claimant against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to:

- (a) the Claim, including all costs incurred by the Band for research, preparation, negotiation and settlement of the Claim and ratification of the Agreement;
- (b) the procedures resulting in the ratification and execution of the Agreement by the Band, including, but not limited to, any errors or omissions in the List of Voters for the Ratification Vote;
- (c) the representations and warranties of the Band under section 13.0; and
- (d) the payment of the Provincial Settlement Funds to Canada for the use and benefit of the Band;
- (e) subject to subsection 5.4, the environmental condition of the Replacement Lands, as it exists on the date that the Band executes this Agreement;
- (f) any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Replacement Lands disclosed in the Instrument of Transfer; and
- (g) the setting aside of the Replacement Lands as a reserve.

8.7 The Province will use all reasonable efforts to notify the Band of any action, cause of action, suit, proceeding, claim or demand referred to in subsection 8.6 that is brought against the Province and any of its Ministers, officials, servants, agents, successors and assigns. However, the Band will not be entitled to avoid liability for indemnification by reason of the Province's failure to give timely notice.

8.8 The Province will assume and control the defence and any negotiations relating to any action, cause of action, suit, claim or demand referred to in subsection 8.6. The Province agrees that it will not refuse to defend itself based solely on the existence of this section.

8.9 Any demand by the Province for indemnification will be made in writing, and if the amount so claimed is not paid by the Band within one hundred and twenty (120) days of receipt of such notice, the Province will be entitled to invoke all rights and remedies provided by law to recover any amounts owed by the Band.

9.0 APPROVAL OF AGREEMENT BY THE BAND

- 9.1 The Band agrees to, approves and ratifies the terms and conditions of this Agreement if:
- (a) Council provides a Band Council Resolution to Canada indicating that Council agrees to, approves and ratifies this Agreement; and
 - (b) a majority (over 50%) of votes cast by the Voters at the Ratification vote are in favour of the Ballot Question.
- 9.2 If the required approvals are not obtained pursuant to subsection 9.1, then this Agreement will not be executed on behalf of the Band and it will not have any effect.

10.0 SPECIAL LEGISLATION

- 10.1 The Parliament of Canada has enacted the *British Columbia Indian Cut-off Lands Settlement Act*, S.C. 1984 c.2 which, *inter alia*, authorizes the Band to enter into this Agreement and provides that the Governor in Council may by order approve this Agreement and declare it to have effect as of the date of its execution.
- 10.2 The Legislative Assembly of the Province of British Columbia has enacted the *Indian Cut-off Lands Disputes Act*, S.B.C. 1982 c.50 which authorizes the Province to enter into this Agreement.

11.0 CONDITIONS PRECEDENT

- 11.1 The Parties agree that the following are conditions precedent to any obligation by Canada to execute this Agreement:
- (a) the ratification of this Agreement by the Band in accordance with section 9.0;
 - (b) the execution of this Agreement by the Council;
 - (c) the issuance and delivery to Canada by the Band's legal counsel of a certificate to the effect that:
 - (i) the Band's legal counsel is qualified to practise law in the Province of British Columbia and has been retained to advise the Band with regard to the Claim up to and including the execution and implementation of the Agreement;
 - (ii) the Band's legal counsel has fully explained the Claim and the legal nature and effect of the Agreement and its implementation, as well as the effect

of administering and managing the Federal Settlement Funds through a trust arrangement instead of the Revenue Account maintained by the Department for the Band, to the Chief and Councillors and to the members of the Band present at the Information Meeting held in accordance with the Voting Guidelines; and

- (d) the necessary federal government approvals and authorities have been obtained with respect to this Agreement, including:
 - (i) the Minister has been authorized by the Governor in Council to execute the Agreement on behalf of Canada; and
 - (ii) Canada has approved and appropriated funds for the payment of the Settlement Funds set out in subsection 6.1.

11.2 The Parties agree that the following are conditions precedent to any obligation by the Province to execute this Agreement:

- (a) the ratification of this Agreement by the Band in accordance with section 9.0;
- (b) the execution of this Agreement by the Council;
- (c) the issuance and delivery to the Province by the Band's legal counsel of a certificate to the effect that:
 - (i) the Band's legal counsel is qualified to practise law in the Province of British Columbia and has been retained to advise the Band with regard to the Claim up to and including the execution and implementation of the Agreement; and
 - (ii) the Band's legal counsel has fully explained the Claim and the legal nature and effect of the Agreement and its implementation to the Chief and Councillors and to the members of the Band present at the Information Meeting held in accordance with the Voting Guidelines; and
- (d) the necessary provincial government approvals and authorities have been obtained with respect to this Agreement, including the approval of the Minister of Aboriginal Affairs and Reconciliation.

12.0 EXECUTION

12.1 This Agreement may be executed by at least a quorum of the Council on behalf of the Band following ratification of this Agreement as set out in section 9.0.

- 12.2 This Agreement may be executed by the Minister of Indian Affairs and Northern Development on behalf of Canada after the conditions precedent set out in subsection 11.1 have been met.
- 12.3 This Agreement may be executed by the Minister of Aboriginal Relations and Reconciliation on behalf of the Province after the conditions precedent set out in subsection 11.2 have been met.
- 12.4 Subject to the terms and provisions herein, this Agreement may be signed in counterpart.
- 12.5 This Agreement becomes effective on the latest date that this Agreement is executed on behalf of the Band, the Province and Canada pursuant to subsections 12.1, 12.2 and 12.3.

13.0 REPRESENTATIONS AND WARRANTIES OF THE BAND

13.1 The Band represents and warrants that:

- (a) the Band has retained independent legal counsel qualified to practice law in the Province of British Columbia to advise the Band with regard to the Claim up to and including the execution and implementation of the Agreement;
- (b) the Band's legal counsel has fully explained the legal nature and effect of the Agreement and its implementation to the Chief and Councillors and to the members of the Band present at the Information Meeting held in accordance with the Voting Guidelines; and
- (c) an interpreter fluent in the native language of the members of the Band was present and available to those members in need of an interpreter (if there were any such members) at all times during the Information Meeting and the Ratification Vote.

14.0 BINDING EFFECT

- 14.1 This Agreement is for the benefit of and is binding upon Canada and any of its Ministers, officials, servants, agents, successors and assigns and upon the Province and any of its Ministers, officials, servants, agents, successors and assigns and upon the Band and the past, present and future members of the Band and any of their respective heirs, descendants, legal representatives, successors and assigns.

15.0 SEVERABILITY

- 15.1 If any provision or part of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, it will not affect or impair the validity of any other provisions or parts of this Agreement and all other provisions and parts of this Agreement will continue in full force and effect and be construed as if this Agreement had been executed without the void or unenforceable provision or part.
- 15.2 Where any provision or part of this Agreement has been severed in accordance with subsection 15.1 and that severance materially affects the implementation of this Agreement, the Parties agree to meet to resolve any issues as may arise as a result of that severance and to amend this Agreement to remedy or replace the provision or part.

16.0 AMENDMENTS

- 16.1 This Agreement may only be amended by written agreement which has been duly executed by the Parties to this Agreement.
- 16.2 Any amendment of this Agreement pursuant to subsection 16.1 will be approved in the same manner as set out in this Agreement, except that the Band hereby authorizes, empowers and directs its present Council and succeeding Councils to act for and on behalf of the Band in amending this Agreement, without the requirement of a Ratification Vote, for any of the following purposes:
- (a) to resolve any conflicts or inconsistencies which may exist between any of the provisions of this Agreement and any provision of any applicable law or regulation, so long as the Parties agree that such amendments will not be prejudicial to the interests of the Parties; or
 - (b) to correct any typographical error in this Agreement, or to make corrections or changes required for the purpose of curing or correcting a clerical omission, mistake, manifest error or the ambiguity arising from defective or inconsistent provisions contained in this Agreement.

17.0 FURTHER ASSURANCES

- 17.1 The Parties to this Agreement agree to do such things, execute such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Agreement.
- 17.2 The Band confirms that by the Ratification Vote it has authorized the present Council and succeeding Councils to act for and on behalf of the Band and the members of the Band and any of their respective heirs, descendants, legal representatives, successors and

assigns to do such things, execute such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Agreement.

18.0 NOTICE

18.1 Any notice or other written communication required or permitted to be given under this Agreement will be given as follows:

(a) **To Canada:**

Assistant Deputy Minister
Claims and Indian Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudiere
10 Wellington Street
Gatineau, Quebec K1A 0H4

FAX: (819) 953-0545

(b) **To the Province:**

Deputy Minister
Ministry of Aboriginal Relations and Reconciliation
Parliament Buildings
Victoria, British Columbia V8X 1X4

FAX: (250) 387-6073

(c) **To the Band:**

Chief and Council
Gitwangak Indian Band
Gitwangak Band Administration Office
Box 400
Kitwanga, British Columbia V0J 2A0

FAX: (250) 849-5353

18.2 Any notice may be delivered personally or sent by facsimile or registered mail to any of the Parties at the address set out in subsection 18.1, provided that the mail will not be used by any of the Parties during an actual or anticipated postal disruption or stoppage. The notice will be presumed to have been received by the Party:

- (a) if delivered personally, on the day that it was delivered;
- (b) if sent by facsimile, on the next business day after it was transmitted; and
- (c) if sent by registered mail, on the earlier of the day it was received or the fifth day after it was mailed.

19.0 GENERAL PROVISIONS


- 19.1 No member of the House of Commons or the Legislative Assembly of the Province will be admitted to any share of this settlement or any benefit arising from this Agreement.
- 19.2 This Agreement is not a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act*, 1982, being Schedule B to the *Canada Act 1982* (U.K.), 1982, c.11.
- 19.3 In this Agreement:
- (a) words in the singular include the plural and words in the plural include the singular; and
 - (b) words importing male persons include female persons and corporations.
- 19.4 The headings are inserted solely for convenience and will not control or affect the meaning or construction of any part of this Agreement.
- 19.5 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.
- 19.6 Except as expressed in this Agreement, no representation, warranty, collateral agreement, undertaking or condition will affect this Agreement.
- 19.7 This Agreement, including the Schedules, constitutes the entire agreement and no other documents form part of this Agreement.
- 19.8 This Agreement will be governed by the applicable laws of British Columbia and Canada.
- 19.9 Where the Council is to act for and on behalf of the Band, a quorum of the Council is sufficient to do so.
- 19.10 The Parties agree that the rights and obligations of the Parties to this Agreement may not be assigned or otherwise transferred without the prior written consent of the other Parties, such consent not to be unreasonably withheld.

19.11 This Agreement is entered into by Canada and the Province without any admission of facts or liability whatsoever with respect to the Claim.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development has signed on behalf of Canada on the 3rd day of September, 2008; the Minister of Aboriginal Relations and Reconciliation has signed on behalf of the Province of British Columbia, on the 13 day of February, 2008; and the Chief and Council of the Gitwangak Indian Band have signed on behalf of the said Band of Indians on the 24th day of January, 2008.

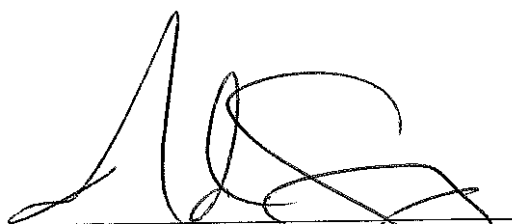
SIGNED on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF CANADA, as
represented by the Minister of Indian Affairs
and Northern Development in the presence of:

Signature: Shelagh Murphy
Name of Witness: Shelagh Murphy
Address: 174E 10 Wellington St
Gratineau Quebec
Occupation: Departmental Assistant


Minister of Indian Affairs and
Northern Development

SIGNED on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF BRITISH
COLUMBIA, as represented by the
Minister of Aboriginal Relations and
Reconciliation, in the presence of:

Signature: CE
Name of Witness: Catherine Panter
Address: 242 Becher Bay Rd
East Sooke BC
Occupation: Chief Negotiator


Minister of Aboriginal Relations and
Reconciliation

SIGNED ON BEHALF OF THE
GITWANGAK INDIAN BAND
by the Council in the presence of:

Signature: James Westhaver

Name of Witness: James Westhaver

Address: 600 - 1138 Melville Street
Vancouver BC V6E 4S3

Occupation: BAND GOVERNANCE OFFICER

Per: Chief

Per: Councillor

Per: Councillor

Per: Councillor

Per: Councillor

Per: Councillor

Per: Councillor

Per: Councillor

Per: Councillor

Per: Councillor

Per: Councillor

Handwritten initials/signature

IN WITNESS WHEREOF the negotiators for Canada, the Province and the Band have initialled this Agreement for the purpose of showing that an agreement-in-principle has been achieved.

For Canada

Witness: [Signature]
Date: November 27, 2007

) Peter Vranj
)
) Negotiator

For the Province

Witness: [Signature]
Date: NOVEMBER 30 2007

) [Signature]
)
) Negotiator

For the Band

Witness: [Signature]
Date: NOV 27 2007

) Edward A.
) Sullivan
) Negotiator

[Signature]

SCHEDULE A

CUT-OFF LANDS

In the Province of British Columbia, in Cassiar District, all of Squin Lix Stat Indian Reserve No. 3 as shown on Plan BC122 recorded in the Canada Lands Surveys Records in Ottawa, save and except 3.41 acres of Railway as shown on Plan RR1358. The remainder of the said reserve contains about 7.93 hectares (19.59 acres)

ASKS
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SCHEDULE B

REPLACEMENT LANDS

The lands to be transferred by the Province to Canada to be set apart as Squin-lix-stat Reserve are:

In the Province of British Columbia, in Cassiar District, all of Block A of Squin Lix Stat Indian Reserve No. 3 as shown on Plan 4TU1965 filed in the Crown Lands Registry in Victoria BC, a copy of the said plan is recorded under number 91222 in the Canada Lands Surveys Records in Ottawa, saving and excepting all beds of bodies of water, and containing an area of about 7.60 hectares (18.78 acres)

SCHEDULE C

APPROVED AND ORDERED

Lieutenant Governor

EXECUTIVE COUNCIL CHAMBERS, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that:

1. The administration, control and benefit of the following lands are, subject to sections 2 and 3 of this order, transferred in perpetuity to Her Majesty The Queen in Right of Canada, for the use and benefit of the Gitwangak Indian Band, subject to the right of Canada to deal with the lands in accordance with applicable federal legislation, from time to time in force with respect to lands reserved for Indians:

In the Province of British Columbia, in Cassiar District, all of Block A of Squin Lix Stat Indian Reserve No. 3 as shown on Plan 4TU1965 filed in the Crown Lands Registry in Victoria BC, a copy of the said plan is recorded under number 91222 in the Canada Lands Surveys Records in Ottawa, saving and excepting all beds of bodies of water, and containing an area of about 7.60 hectares (18.78 acres)

2. The transfer is subject to the following terms, reservations and restrictions:

(a) The Province or any person acting for it, subject to paragraph 2(c) shall have the right to resume any part of the lands which it may be deemed necessary to resume for making roads, canals, bridges, towing paths or other works of public utility or convenience, but not exceeding 1/20th of the whole of the lands. No resumption shall be made of any land on which a building has been erected, or which may be in use as a garden or otherwise for the more convenient occupation of a building;

(b) any person authorized by the Province, subject to paragraph 2(c), shall have the right to take and occupy water privileges and to have and enjoy rights of carrying water over, through or under any parts of the lands, as may be reasonably required for

mining or agricultural purposes in the vicinity of the lands, paying a reasonable compensation to Canada for the use and benefit of the Gitwangak Indian Band;

(c) the federal Minister for the time being responsible for Indian Affairs and Northern Development shall be advised of any work contemplated under the preceding paragraphs and shall be furnished with plans showing the location of the work and a reasonable time shall be allowed for consideration of the plans and for any necessary adjustments or arrangements in connection with the proposed work;

(d) any person authorized by the Province shall have the right to take from any part of the lands any gravel, sand, stone, lime, timber or other material which may be required in the construction, maintenance or repair of any road, ferry, bridge or other public works, paying to Canada for the use and benefit of the Gitwangak Indian Band a reasonable compensation for any material taken for use outside the boundaries of the lands;

(e) all travelled streets, roads, trails and other highways existing over or through the lands at the date this order comes into effect are excepted and reserved from this transfer;

3. This order comes into effect on the date that the transfer of administration and control of the lands is accepted by Canada under the terms of the *Federal Real Property Act* (Canada), and this transfer is subject to the reservations and restrictions set out in this Order.

Minister of Agriculture and Lands

Presiding Member of the Executive Council

SCHEDULE D

BALLOT QUESTION

As a Voter of the Gitwangak Indian Band, do you:

- (a) agree to and approve the terms and conditions of the proposed Gitwangak Indian Band Cut-Off Claim Settlement Agreement dated for reference the 27th day of November, 2007 between Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of the Province of British Columbia and the Gitwangak Indian Band, and
- (b) authorize and direct the Council and succeeding Councils of the Gitwangak Indian Band to sign all documents and do all other things necessary to give effect to the Settlement Agreement, on behalf of the Gitwangak Indian Band and its members?

YES

☐

NO

☐

Mark this Ballot by placing a cross, "X", checkmark or other mark in the box under either "YES" or "NO".

[Handwritten signature]

SCHEDULE E

GITWANGAK INDIAN BAND CUT-OFF CLAIM SETTLEMENT AGREEMENT


DATED FOR REFERENCE THE 27th DAY OF NOVEMBER, 2007

VOTING GUIDELINES

1.0 DEFINITIONS

In these guidelines:

- 1.1 **"Agreement"** means the Gitwangak Indian Band Cut-Off Claim Settlement Agreement dated for reference the the 27th day of November, 2007 to which the Voting Guidelines are attached as Schedule E.
- 1.2 **"Assistant Deputy Minister"** means the Assistant Deputy Minister, Claims and Indian Government, Department of Indian Affairs and Northern Development.
- 1.3 **"Ballot"** means the instrument by which a Voter casts his or her vote on the Ballot Question.
- 1.4 **"Band List"** means a list of persons that is maintained under section 8 of the *Indian Act* by a band or in the Department.
- 1.5 **"Business Day"** means Monday through Friday, but does not include any statutory holidays.
- 1.6 **"Department"** means the Department of Indian Affairs and Northern Development as established pursuant to the *Department of Indian and Northern Affairs and Northern Development Act*, R.S.C. 1985, c. I-6.
- 1.7 **"Deputy Ratification Officer"** means a person appointed by the Ratification Officer to assist with the Ratification Vote;
- 1.8 **"Information Meeting"** means a meeting at which the Band's legal counsel and any other persons as requested by the Council, will explain the nature and effect of the proposed Agreement to all members of the Band in attendance.
- 1.9 **"List of Voters"** means either the preliminary list of Voters or the revised list of Voters, as the context requires.
- 1.10 **"Minister"** means the Minister of the Department.



- 1.11 **"Notice of Vote"** means a notice to Band members of the Ratification Vote and related matters as provided for in Article 4.0.
- 1.12 **"Ratification Officer"** means a person, other than a Band member or a person related to a Band member, who is designated by the Regional Director General for the British Columbia Region to oversee the conduct of the Ratification Vote.
- 1.13 **"Ratification Vote"** means a vote by the Voters on the Ballot Question conducted according to these Voting Guidelines.
- 1.14 **"Registrar"** means the officer in the Department who is in charge of the Band List maintained in the Department.
- 1.15 **"Reserve"** means reserves of the Band.
- 1.16 **"Voter"** means a member of the Band who is at least eighteen (18) years of age on the Voting Day.
- 1.17 **"Voting Day"** means the 24th day of January, 2008, the day set for holding the Ratification Vote.
- 1.18 Any words defined in the Agreement will have the same meaning in these Voting Guidelines, except as otherwise indicated.
- 1.19 Where there is a reference to a number of days between two events, in calculating that number of days the day on which the first event happens is excluded, and the day on which the second event happens is included.
- 1.20 Words in the singular include the plural and words in the plural include the singular.

2.0 BAND COUNCIL RESOLUTION

- 2.1 By Band Council Resolution, the Council will resolve to:
- 2.1.1 request the designation of a Ratification Officer and that the Ratification Vote be taken by secret ballot;
- 2.1.2 approve the Notice of Vote; and
- 2.1.3 recommend the acceptance of the Agreement to the members of the Band.

3.0

DESIGNATION OF RATIFICATION OFFICER AND DEPUTY RATIFICATION OFFICER

- 3.1 The Ratification Officer must be designated prior to posting the Notice of Vote.
- 3.2 The Ratification Officer may appoint one or more Deputy Ratification Officers and may delegate any of his or her duties set out in these Voting Guidelines to a Deputy Ratification Officer except those duties set out in Articles 5.0, 7.0, 8.0, and 11.0. Upon the appointment of a Deputy Ratification Officer, the Ratification Officer and Deputy Ratification Officer will execute an "Appointment of a Deputy Ratification Officer" in the form attached as Appendix "A".
- 3.3 The Deputy Ratification Officer may be designated at any time.

4.0

NOTICE OF VOTE

- 4.1 The Ratification Officer will post a Notice of Vote at least forty-two (42) days prior to the Voting Day and at least fourteen (14) days prior to the date of the Information Meeting.
- 4.2 The Ratification Officer, in consultation with the Council, will post the Notice of Vote in at least one conspicuous place on a reserve of the Band.
- 4.3 The Notice of Vote will contain the following information:
 - 4.3.1 the date, place and time of the Information Meeting;
 - 4.3.2 the date of the Ratification Vote, the location of each voting station and the hours that it will be open for voting;
 - 4.3.3 notification that Voters may vote either in person at a voting station or by mail-in Ballot, subject to Articles 8.10 and 9.6;
 - 4.3.4 the Ballot Question;
 - 4.3.5 instructions for obtaining a copy of the Agreement which will be made readily available to a member of the Band upon request; and
 - 4.3.6 the name of the Ratification Officer and his or her office address and telephone number.

4.4 The following will be attached to the Notice of Vote:

4.4.1 a copy of the Agreement with all Schedules;

4.4.2 a copy of the List of Voters.

5.0 LIST OF VOTERS AND REVISIONS

5.1 At least forty-nine (49) days before the Voting Day the Ratification Officer, in consultation with the Council, will ensure that the preliminary List of Voters is prepared:

5.1.1 by the Department from the Band List maintained by the Registrar for a band which does not control its Band List; or

5.1.2 by the Band from the Band List maintained by the Band if it is a band which controls its Band List.

5.2 On request, the Ratification Officer will confirm whether the name of a person is on the List of Voters.

5.3 The Ratification Officer will revise the List of Voters where it is demonstrated that:

5.3.1 the name of a Voter has been omitted from the List of Voters;

5.3.2 the name of a Voter is incorrectly set out in the List of Voters; or

5.3.3 the name of a person not qualified to vote is included in the List of Voters.

5.4 For the purposes of Article 5.3, a person may demonstrate:

5.4.1 that the name of a Voter has been omitted from, or incorrectly set out in, the List of Voters by presenting to the Ratification Officer evidence from the Registrar or from the Band that the Voter is on the Band List and is at least eighteen (18) years of age; and

5.4.2 that the name of a person not qualified to vote has been included in the List of Voters by presenting to the Ratification Officer evidence that that person is not on the Band List or is not at least eighteen (18) years of age.

INFORMATION MEETINGS

- 6.1 The Council will set the date, time and place for the Information Meeting.
- 6.2 At least one Information Meeting will be held for the purpose of providing an opportunity for the Band's legal counsel to explain the substance and form of the Agreement with a view to ensuring that all Voters are fully informed prior to casting their votes on the Ballot Question.
- 6.3 At least one Information Meeting will be held at least fourteen (14) days after posting the Notice of Vote. The Information Meeting cannot be held at the same time as the Ratification Vote and it must be held at least 48 hours prior to the Voting Day.
- 6.4 The Information Meeting will be open to all Band members and will be attended by Council members and by the Band's legal counsel.
- 6.5 If the Council determines it necessary, the Council will appoint an interpreter who will translate the information presented at the Information Meeting to those members of the Band who require translation.
- 6.6 The Ratification Officer or other representative of Canada may attend the Information Meeting to answer any questions on the voting procedure and will leave the Information Meeting temporarily if asked to do so by the Council so that privileged communications may take place between the Band and its legal counsel.
- 6.7 The Council will ensure that the following information about the Information Meeting is provided to the Department:
 - 6.7.1 the date, time and place of the Information Meeting so that the Ratification Officer or other representative of Canada may arrange to attend; and
 - 6.7.2 the names of presenters and their titles.

7.0 PRELIMINARY PROCEDURES

- 7.1 The Ratification Officer, in consultation with the Council, will:
 - 7.1.1 designate the place of the voting station or stations;
 - 7.1.2 prepare sufficient copies of the Ballot,

- 7.1.3 obtain a sufficient number of ballot boxes;
- 7.1.4 provide a voting booth at each voting station where the Voter can mark the Ballot free from observation;
- 7.1.5 provide a sufficient number of lead pencils for marking the Ballot;
- 7.1.6 ensure that samples of the Ballot Question are posted or available for examination by Voters at each voting station; and
- 7.1.7 ensure that a commissioner for taking oaths or notary public is available as required.

8.0 MAIL-IN VOTING

- 8.1 At least forty-nine (49) days before the Voting Day, the Band will provide the Ratification Officer with the last known addresses, if any, of all Voters who do not reside on the Reserve.
- 8.2 At least fourteen (14) days prior to the date of the Information Meeting and at least forty-two (42) days prior to the Voting Day, the Ratification Officer will mail, deliver or provide a mail-in package as described in Article 8.3 to every Voter who does not reside on the Reserve and for whom an address has been provided.
- 8.3 The Ratification Officer will prepare the mail-in package which will include:
 - 8.3.1 a copy of the Notice of Vote;
 - 8.3.2 an information package about the Agreement;
 - 8.3.3 a copy of the Agreement with all Schedules;
 - 8.3.4 a mail-in Ballot initialed on the back by the Ratification Officer;
 - 8.3.5 a letter of instruction explaining the procedure for casting a Ballot by mail;
 - 8.3.6 a Mail-In Voter Declaration, substantially in the form set out in Appendix "B";
 - 8.3.7 an outer, postage-paid return envelope pre-addressed to the Ratification Officer;

8.3.8 a second, inner envelope marked "Ballot" for insertion of the completed ballot; and

the Ratification Officer will seal the mail-in package.

8.4 At the request of a Voter who resides on the Reserve, the Ratification Officer will provide the Voter with the material referred to in Article 8.3.

8.5 The Ratification Officer will place a mark opposite the name of every Voter on the List of Voters to whom a mail-in package has been mailed, delivered or provided and will retain a record of the date on which and the address to which it was mailed, delivered or provided.

8.6 A Voter may vote by mail-in Ballot by:

8.6.1 marking the Ballot by placing a cross, check mark or other mark, clearly indicating the Voter's response to the Ballot Question;

8.6.2 folding the Ballot in a manner that conceals the Ballot Question and any marks, but exposes the initials of the Ratification Officer on the back of the Ballot;

8.6.3 placing the Ballot inside the ballot envelope and sealing that envelope;

8.6.4 completing and signing the Mail-In Voter Declaration form in the presence of a witness who is at least eighteen (18) years of age and obtaining the name, address and telephone number of the witness on the Mail-In Voter Declaration form;

8.6.5 placing the ballot envelope in the return envelope and sealing the return envelope;

8.6.6 making arrangements for the sealed return envelope to be either:

8.6.6.1 sent to and received by the Ratification Officer by mail or delivery at the address specified on the return envelope by 1:00 p.m. one Business Day prior to the Voting Day; or

8.6.6.2 hand-delivered to the Ratification Officer up to the time at which the voting stations close on the Voting Day.

8.7 Except for mail-in Ballots that are hand-delivered in accordance with Article 8.6.6.2, mail-in Ballots that are not received by the Ratification Officer before

1:00 p.m. one Business Day prior to the Voting Day are void and shall not be counted as a vote cast.

- 8.8 Where a Voter is unable to vote in the manner set out in Article 8.6, the Voter may enlist the help of another person to mark the Ballot and complete and sign the Mail-In Voter Declaration form.
- 8.9 A Voter who inadvertently spoils a mail-in Ballot may obtain another Ballot by returning the spoiled Ballot to the Ratification Officer.
- 8.10 If a Voter mails or delivers the Ballot provided to him or her in the mail-in ballot package in accordance with Article 8.6 and also attends a voting station to vote in person on the Voting Day in accordance with Article 9.6, then the mail-in Ballot will be treated as a spoiled Ballot and will not be counted as a vote cast in accordance with Article 11.1.1.3.

9.0 VOTING PROCEDURES

- 9.1 All voting will be by secret ballot only.
- 9.2 Voting stations will be kept open from 9:00 a.m. until 8:00 p.m. on the Voting Day.
- 9.3 If the Council determines it necessary, the Council will appoint an interpreter who will translate the Ballot Question and all communication with the Ratification Officer for those members of the Band who require translation for the Ratification Vote.
- 9.4 The Ratification Officer will:
 - 9.4.1 open the ballot box and ask a Voter to witness that the ballot box is empty before any vote is cast;
 - 9.4.2 seal the ballot box;
 - 9.4.3 place the ballot box in view for the reception of the Ballots;
 - 9.4.4 execute a "Ratification Officer Declaration" in the form attached as Appendix "D"; and
 - 9.4.5 ensure that a witness executes a "Statement of Witness" in the form attached as Appendix "E".

- 9.5 Subject to Article 9.6, for each person who attends at a voting station for the purpose of voting, the Ratification Officer will ensure that the person's name is on the List of Voters before providing the Voter with a Ballot, initialed on the back by the Ratification Officer.
- 9.6 If a Voter to whom a mail-in ballot was mailed, delivered or provided under Articles 8.2 or 8.4 attends a voting station for the purpose of voting in person, the Ratification Officer will determine whether the Voter possesses the mail-in Ballot that was sent or provided to him or her in the mail-in package; and
- 9.6.1 if the Voter possesses the mail-in Ballot, the Ratification Officer will instruct the Voter to use that Ballot to cast his or her vote; or
- 9.6.2 if the Voter does not possess the mail-in Ballot, the Ratification Officer will provide the Voter with another Ballot after the Voter has completed and signed the Voter Declaration, substantially in the form set out in Appendix "C" in the presence of a commissioner for taking oaths or a notary public .
- 9.7 The Ratification Officer will place a line through, without obliterating, the name of every Voter on the List of Voters who receives a Ballot.
- 9.8 The Ratification Officer will explain the method of voting upon request.
- 9.9 If requested by a Voter who:
- 9.9.1 is not able to read;
- 9.9.2 is incapacitated by blindness or other physical cause; or
- 9.9.3 requires help for any other reason;
- the Ratification Officer will assist that Voter by marking his or her Ballot as directed by the Voter and the Ratification Officer will immediately fold and deposit the Ballot into the ballot box.
- 9.10 In the circumstances described in Article 9.9, the Ratification Officer, after assisting the Voter, will make an entry on the List of Voters opposite the name of the Voter indicating that the Ballot was marked by the Ratification Officer at the request of the Voter and the reason for the Voter's request.
- 9.11 Except as provided in Article 9.9, every Voter receiving a Ballot will:

- 9 .11.1 proceed immediately to a voting booth;
- 9 .11.2 mark the Ballot by placing a cross, check mark or other mark, clearly indicating the Voter's response to the Ballot Question;
- 9 .11.3 fold the Ballot so that the Ballot Question and any marks on the face of the Ballot are concealed and the initials of the Ratification Officer on the back of the Ballot are exposed; and
- 9 .11.4 immediately give the folded Ballot to the Ratification Officer who, without unfolding it, will:
 - 9 .11.4.1 verify his or her initials on the back of the Ballot;
 - 9 .11.4.2 deposit the Ballot into the ballot box.
- 9 .12 A Voter who receives a soiled or improperly printed Ballot, or who inadvertently spoils his or her Ballot when marking it, will, upon returning it to the Ratification Officer, be entitled to receive another Ballot.
- 9 .13 A Voter who receives a Ballot and does not return it to the Ratification Officer will forfeit the right to vote. The Ratification Officer will make an entry on the List of Voters stating that the Voter left the voting booth without delivering the Ballot.
- 9 .14 At the time set for closing the poll, the Ratification Officer will declare the poll closed, and entry will be denied to the voting station until all remaining Voters at the voting station at that time have voted.

10.0 ORDERLY VOTING

- 10 .1 The Council, with the help of the Ratification Officer, will ensure that peace and good order are maintained at the voting station.
- 10 .2 The Ratification Officer will allow only one Voter at a time into a voting booth for marking his or her Ballot.
- 10 .3 A Voter who is inside a voting station at the time that the voting station is to close will be entitled to vote.
- 10 .4 No person shall:

- (a) interfere or attempt to interfere with a Voter when he or she is voting; or
- (b) obtain or attempt to obtain information as to how a Voter is about to vote or has voted.

11.0 COUNTING OF RESULTS

11.1 As soon as is practicable after the poll is closed on the Voting Day, the Ratification Officer, in the presence of at least one member of the Council and any other Voters who may be present, will open each envelope containing a mail-in Ballot that was received by the Ratification Officer in accordance with Article 8.6.6 and, without unfolding the Ballot,

11.1.1 set aside the Ballot as spoiled if:

11.1.1.1 the Mail-In Voter Declaration is missing, has not been completed, is not signed, is not witnessed or has been completed in such a manner that the identity of the Voter is not discernible; or

11.1.1.2 the name of the Voter set out in the Mail-In Voter Declaration is not on the List of Voters; or

11.1.1.3 the List of Voters shows that the Voter has already voted;
or

11.1.2 place a line on the List of Voters through, without obliterating, the name of the Voter set out in the Mail-In Voter Declaration and deposit the Ballot in a ballot box.

11.2 As soon as is practicable after the mail-in Ballots have been deposited under Article 11.1, the Ratification Officer, in the presence of at least one member of the Council and any other Voters who may be present, will open all ballot boxes and:

11.2.1 examine the Ballots;

11.2.2 set aside any Ballot that does not have the initials of the Ratification Officer on the back;

11.2.3 reject all Ballots:

- 11.2.3.1 that have been marked incorrectly; or
- 11.2.3.2 upon which anything appears by which a Voter can be identified; and
- 11.2.4 count the votes given in favour of and against the Ballot Question, as well as those Ballots which were rejected.
- 11.3 A Ballot set aside under Article 11.1.1 or 11.2.2 is void and will not be counted as a vote cast.
- 11.4 As soon as is practicable after the results of the voting are known, the Ratification Officer will:
 - 11.4.1 execute the "Certification by Ratification Officer", substantially in the form attached as Appendix "F"; and
 - 11.4.2 ensure that a member of the Council who was present when the Ballots were counted executes the "Certification by Member of Band Council", substantially in the form attached as Appendix "G".
- 11.5 The Ratification Officer will deposit the Ballots used in the voting in one or more sealed envelopes and retain them.
- 11.6 Sixty (60) days after the Voting Day, unless a review has been requested in accordance with Article 13.0 or the Department has been notified that legal proceedings concerning the Ratification Vote have been commenced, the Ballots used in the voting may be destroyed.

12.0 PROCEDURAL AMENDMENTS

- 12.1 In order to give effect to and carry out the objectives and purpose of the Ratification Vote, the Ratification Officer and the Chief or a Councillor appointed by the Chief to act on his or her behalf, may agree on a departure from the procedural requirements of the Voting Guidelines where they deem it necessary and where they believe it will not result in any substantive change. The Ratification Officer and the Chief or a Councillor appointed by the Chief to act on his or her behalf, will provide a written statement signed by both of them indicating the nature and basis of such departure and will deliver a copy of the statement to the Department immediately following the Voting Date.

13.0 REVIEW PROCEDURE

13.1 A Voter may, in the manner set out in Article 13.2, request a review of the Ratification Vote by the Minister where the Voter believes that:

13.1.1 there was a contravention of these Voting Guidelines that may affect the results of the Ratification Vote; or

13.1.2 there was corrupt practice in connection with the Ratification Vote.

13.2 A request for a review of the Ratification Vote will be made by forwarding the request to the Minister, by registered mail addressed to the Assistant Deputy Minister, within seven (7) days after the Voting Day, accompanied by a declaration, containing the grounds for requesting the review and any other relevant information, signed in the presence of a witness who is at least eighteen (18) years of age.

13.3 Within twenty-one (21) days after the receipt of a request for a review of a Ratification Vote, the Minister will mail a copy of the request to the Ratification Officer who conducted the Ratification Vote.

13.4 Within ten (10) days after the receipt of a request under Article 13.3, the Ratification Officer will forward to the Minister, by registered mail addressed to the Assistant Deputy Minister, a declaration responding to the grounds stated in the request, signed in the presence of a witness who is at least eighteen (18) years of age.

13.5 When the material referred to in this Article or any other information in the possession of the Minister is sufficient to call into question the validity of the Ratification Vote, the Minister may call another vote.

APPENDIX "A"
VOTING GUIDELINES
(ARTICLE 3.2)

APPOINTMENT OF A DEPUTY RATIFICATION OFFICER

Date

I, _____, Ratification Officer, appoint

_____ to act as my Deputy Ratification Officer in carrying out
my duties in accordance with the Voting Guidelines for the purpose of the Ratification Vote.

Ratification Officer

I, _____, agree to act as a Deputy Ratification Officer to
the Ratification Officer for the purpose of the Ratification Vote and promise to carry out all
assigned duties to the best of my abilities and in accordance with the Voting Guidelines.

Deputy Ratification Officer

[Handwritten signatures]

APPENDIX "B"
VOTING GUIDELINES
(ARTICLE 8.6)

MAIL-IN VOTER DECLARATION

I, _____, declare that:
(please print name of Voter)

1. I am a member of the Gitwangak Indian Band and I am or will be 18 years of age or older on the Voting Day. My date of birth is _____.
2. My band membership or registry number is _____. (Provide if you have a band membership or registry number.)
3. I have read and understood the mail-in package sent to me (including the information package regarding the proposed Gitwangak Indian Band Cut-Off Claim Settlement Agreement, and, in marking the Ballot, I have voted freely and without compulsion or undue influence of anyone.
4. I have folded the Ballot, hiding my mark and showing the Ratification Officer's initials marked on the back, and I have placed the Ballot in the ballot envelope.
5. I understand that I may only vote once, and that if I vote in person, this Ballot will not be counted as a vote cast.

SIGNED this ____ day of _____, 200__, at _____
(town/city and province/state)

Signature of Voter

or

Signature of person enlisted to assist the Voter
and signing on behalf of the Voter

(choose whichever is applicable)

) In the presence of :

)

)

) _____
Witness signature

)

)

) _____
Witness Name (please print)

)

)

) _____
Witness Address

)

)

) _____
Witness Telephone Number

[Handwritten signatures and initials]

APPENDIX "C"
VOTING GUIDELINES
(ARTICLE 9.6)

VOTER DECLARATION
(LOST, MISSING or SPOILED BALLOT)

I, _____, solemnly declare that:
(please print name of Voter)

1. I am a member of the Gitwangak Indian Band and I am or will be 18 years of age or older on the Voting Day. My date of birth is _____.
2. My band membership or registry number is _____.
3. I understand that I may only vote once, and that if I mail-in or deliver or arrange for the mail-in or delivery of a Ballot, then that Ballot will not be counted as a vote cast.

(Check the following sections that apply and cross out those sections that do not apply.)

4. _____ I have lost the mail-in Ballot that was mailed, delivered or provided to me.
5. _____ I have not received a mail-in Ballot.
6. _____ I have not used the mail-in Ballot that was mailed, delivered or provided to me.
7. _____ I mailed-in / delivered / arranged for the mail-in or delivery of a mail-in Ballot and wish to have that Ballot treated as a spoiled Ballot and not counted as a vote cast.
8. _____ I wish to vote in person at the Ratification Vote and have that vote counted as a vote cast.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it has the same force and effect as if made under oath.

Declared before me _____)

at _____, this _____)

day of _____, 200_____)

Signature of Voter

Signature of Commissioner for taking oaths
or notary public)



APPENDIX "D"
VOTING GUIDELINES
(Article 9.4)

RATIFICATION OFFICER DECLARATION

CANADA)
)
PROVINCE OF BRITISH COLUMBIA)

I, _____, Ratification Officer, of _____,
in the Province of British Columbia, DO SOLEMNLY DECLARE THAT:

1. I was present at _____ on _____, 2008,
when members of the Gitwangak Indian Band voted in a Ratification Vote concerning the
proposed Gitwangak Indian Band Cut-Off Claim Settlement Agreement.
2. Immediately before the Ratification Vote began, I opened the ballot box to be used for the
Ratification Vote.
3. I saw that the ballot box was empty and I asked persons who were present to witness that
the ballot box was empty.
4. I then sealed the ballot box, in front of the persons who were present, and placed it in
view for the reception of Ballots.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true
and knowing that it is of the same force as if made under oath.

Declared before me _____)
)
)
at _____, this _____)
)
day of _____, 200____)
) Ratification Officer
)
)
)
A Commissioner for Oaths in and for the)
Province of British Columbia)
)
My commission expires _____)



APPENDIX "E"
VOTING GUIDELINES
(Article 9.4)

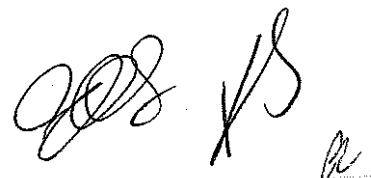
STATEMENT OF WITNESS

Date _____

I, _____, was present at _____ on
_____, 2008, when members of the Gitwangak Indian Band voted in a
Ratification Vote concerning the proposed Gitwangak Indian Band Cut-Off Claim Settlement
Agreement.

Before any votes were cast in the Ratification Vote, I witnessed that the ballot box was empty
and that the Ratification Officer sealed the ballot box and placed it in view for the reception of
Ballots.

Witness

Handwritten signatures and initials at the bottom right of the page.

APPENDIX "F"
VOTING GUIDELINES
(Article 11.4)

CERTIFICATION BY RATIFICATION OFFICER

CANADA)

PROVINCE OF BRITISH COLUMBIA)

I, _____, Ratification Officer, of _____, in
the Province of British Columbia, DO SOLEMNLY DECLARE THAT:

1. I was present at _____, on _____, 2008, when
members of the Gitwangak Indian Band voted concerning a proposed settlement
agreement in accordance with the Voting Guidelines.
2. A true copy of the Notice of Vote is attached as Exhibit "1" to this Declaration.
3. In accordance with Article 4.0 of the Voting Guidelines, the Notice of Vote was posted at
least forty-two (42) days prior to the Voting Day and at least fourteen (14) days prior to
the date of the Information Meeting.
4. I attended the Information Meeting(s) set out in the Notice of Vote in accordance with
Article 6.6 of the Voting Guidelines.
5. The voting procedure was conducted in accordance with Articles 5.0 to and including
12.0 of the Voting Guidelines.
6. The results of the Ratification Vote are as follows:
 - (a) the names of _____ Voters appeared on the List of Voters prepared pursuant
to Article 5.0 of the Voting Guidelines, and the number of Voters who were
entitled to cast a vote was _____;
 - (b) _____ votes were cast in the Ratification Vote by Voters;
 - (c) _____ votes were cast in favour of the Ballot Question;
 - (d) _____ votes were cast against the Ballot Question;
 - (e) _____ Ballots were spoiled and were not counted as votes cast in (b), above,



in accordance with Articles 11.1.1 and 11.2.2 of the Voting Guidelines; and

(f) _____ Ballots were rejected in accordance with Article 11.2.3 of the Voting Guidelines;

7. The proposed settlement agreement was *approved/not approved* by the Voters.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared before me _____)

at _____, this _____)

day of _____, 200 _____)

Ratification Officer

A Commissioner for Oaths in and for the
Province of British Columbia)

My commission expires _____)



APPENDIX "G"
VOTING GUIDELINES
(Article 11.4)

CERTIFICATION BY MEMBER OF BAND COUNCIL

CANADA)

PROVINCE OF BRITISH COLUMBIA)

I, _____, member of the Council of the Gitwangak Indian Band of _____ in the Province of British Columbia, DO SOLEMNLY

DECLARE THAT:

1. I was present at _____, on _____, 2008, when members of the Gitwangak Indian Band voted concerning the proposed Gitwangak Indian Band Cut-Off Claim Settlement Agreement in accordance with the Voting Guidelines.
2. A true copy of the Notice of Vote is attached as Exhibit "1" to this Declaration.
3. In accordance with Article 4.0 of the Voting Guidelines, the Ratification Officer posted the Notice of Vote at least forty-two (42) days prior to the Voting Day and at least fourteen (14) days prior to the date of the Information Meeting.
4. Council members attended each Information Meeting set out in the Notice of Vote in accordance with Article 6.4 of the Voting Guidelines.
5. If the Council determined it necessary, the Council appointed an interpreter to translate the information presented at the Information Meeting and at the Ratification Vote in accordance with Articles 6.5 and 9.3 respectively, of the Voting Guidelines.
6. The results of the Ratification Vote are as follows:
 - (a) the names of _____ Voters appeared on the List of Voters prepared pursuant to Article 5.0 of the Voting Guidelines, and the number of Voters who were entitled to cast a vote was _____;
 - (b) _____ votes were cast in the Ratification Vote by Voters;
 - (c) _____ votes were cast in favour of the Ballot Question;
 - (d) _____ votes were cast against the Ballot Question;
 - (e) _____ Ballots were spoiled and were not counted as votes cast in (b), above,



in accordance with Articles 11.1.1 and 11.2.2 of the Voting Guidelines; and

- (f) _____ Ballots were rejected in accordance with Article 11.2.3 of the Voting Guidelines;

7. The proposed settlement agreement was *approved/not approved* by the Voters.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared before me _____)

at _____, this _____)

day of _____, 200_____)

) Chief or Councillor

)
A Commissioner for Oaths in and for the
Province of British Columbia)

My commission expires _____)



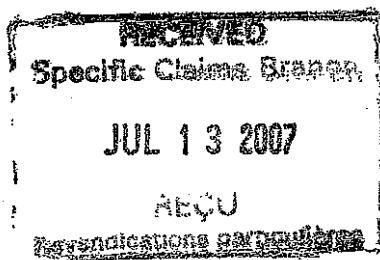
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et du Nord Canada

www.aic-inac.gc.ca

SCHEDULE F

July 12, 2007



Your file - Votre référence

Our file - Notre référence
8260-BC536-C1

Gitwangak First Nation
PO BOX 400
KITWANGA BC V0J 2A0

Attention: Chief and Council

**Re: Approval in Principle – Proposed Addition to Reserve of Gitwangak
Cut-off lands within Squin-liz-stat IR 3**

I am pleased to inform you that the New Bands/New Reserves/New Communities Committee has reviewed your submission requesting reserve status for the above parcel. Based upon their recommendation, I hereby grant approval-in-principle to the proposal.

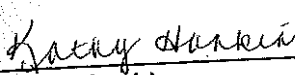
We look forward to working with you to conclude this transaction. If you have any questions regarding the foregoing, please do not hesitate to contact Peter Vranjkovic, Portfolio Manager, at 604-775-7152. Mr. Vranjkovic would be pleased to assist you.

Yours truly,

Thomas Howe
A/Associate Regional Director General
British Columbia Region
600 – 1138 Melville Street
VANCOUVER BC V6E 4S3


Canada

On June 20, 2007, the Technical Committee (TC) to the Additions to Reserve Committee (ARC) reviewed a submission from the Gitwangak First Nation (the "First Nation") regarding the granting of reserve status to 7.60 hectares (18.78 acres), more or less, of vacant rural crown land located between Smithers and Terrace. The parcel is known as the Gitwangak cut-off lands which were cut-off in 1920. This particular piece of cut-off land was known as Squin Liz Stat Indian Reserve #3. The submission falls under the legal obligation category of the Additions to Reserve Policy. It is justified on the basis that the proposed addition to reserve will add to the geographic integrity of the reserve. All provincial, municipal and First Nation consultations have been concluded and no objections to the proposed addition to reserve were received. The lands in question have been environmentally screened and it was determined that there are no obvious environmental issues that would prevent the proposed addition from going forward. Accordingly, the TC recommends that the ARC approve in principle the proposed addition to reserve unconditionally.

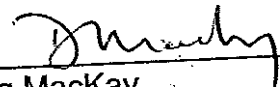
 TD

Kathy Hankin
Chair, Technical Committee to the Additions to Reserve Committee

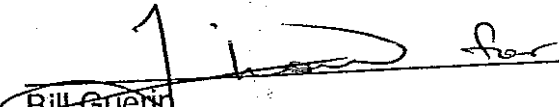
RECOMMENDED BY BC REGION ADDITIONS TO RESERVE COMMITTEE:


Joanne Wilkinson
A/Director, Lands & Trust Services

11/7/7
Date



Doug MacKay
Director, Corporate Services

JUL 12 2007
Date


Bill Guerin
A/Director, Funding Services

12/07/07
Date

Approved:


Thom Howe
A/Associate Regional Director General

23/07/07
Date

