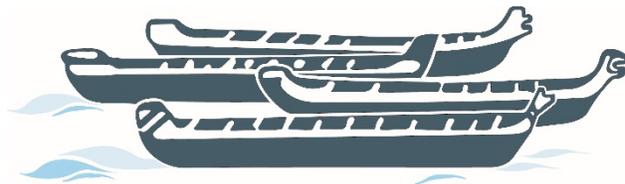


**Stz'uminus First Nation**

**And**

**British Columbia**

**A Reconciliation Agreement**



## **A Reconciliation Agreement**

Between

**Stz'uminus First Nation  
as represented by Chief and Council  
(“Stz'uminus”)**

And

**Her Majesty The Queen In Right Of The Province of British Columbia,  
as represented by the Minister of Indigenous Relations and Reconciliation  
(the “Province”)**

(individually a "Party" and collectively the "Parties")

This Reconciliation Agreement is dated for reference as of the 31<sup>st</sup> day of March 2022 (the “Effective Date”).

### **Whereas:**

- A. Stz'uminus and the Province are committed to advancing reconciliation based on the recognition and implementation of Stz'uminus Aboriginal rights, including title, recognized and affirmed under section 35 of the Constitution Act, 1982, and upholding the standards for the survival, dignity, and well-being of Indigenous peoples in accordance with the United Nations Declaration on the Rights of Indigenous Peoples (“UNDRIP”), the Calls to Action of the Truth and Reconciliation Commission of Canada, and the BC Declaration on the Rights of Indigenous Peoples Act (the “Declaration Act”);
- B. The Province is looking for new, different and creative ways to collaboratively implement Aboriginal title and other Aboriginal rights, and has empowered its representatives to work with Indigenous communities, including Stz'uminus, to explore all interests and topics to find potential solutions to the problems that have led to conflict in the past;
- C. Stz'uminus and the Province are committed to furthering reconciliation through advancing this work in a respectful, open, principled, pragmatic and collaborative way;
- D. The Parties acknowledge that this Reconciliation Agreement represents one step towards the mutual objective of reconciliation and that the Parties will continue to discuss, and reach agreement, on the topics identified in this Reconciliation Agreement for further discussion, as well as other subjects as agreed upon by the Parties;
- E. Stz'uminus and the Province signed the Term Sheet for Advancing Reconciliation on Lands and Resources on March 11, 2021, which outlined the agreed upon key terms for this Reconciliation Agreement;

- F. Stz'uminus is undertaking investigative work in the Ladysmith Harbour Area to understand the current environmental condition of the lands and the options for possible clean up, including engaging a qualified engineering or environmental firm to prepare a summary report on its findings (the "Engineering Report").

**NOW THEREFORE, the Parties agree as follows:**

**1. Purpose**

- 1.1 The purpose of this Reconciliation Agreement is to provide immediate benefits to Stz'uminus, and to set out a pathway for future negotiations between the Parties to advance long term reconciliation which includes the following:
- (a) the Province providing land and financial benefits to Stz'uminus as set out in sections 3, 4, 6, and 7 of this Reconciliation Agreement;
  - (b) facilitating the partial environmental clean-up of portions of Ladysmith Harbour for the benefit of Stz'uminus members and the general public;
  - (c) exploring new forestry opportunities for Stz'uminus and revenue sharing related to forestry activities within Stz'uminus territory;
  - (d) exploring other opportunities for revenue- sharing arrangements in respect of land and resource use or development in Stz'uminus territory;
  - (e) exploring incremental and transformative steps to reconcile Stz'uminus title, rights, jurisdiction and authority of Stz'uminus people under section 35 of the *Constitution Act, 1982* with the title, rights, jurisdiction, and authority of the provincial and federal governments, which may require trilateral engagement with and the participation of Canada;
  - (f) supporting the cultural, economic and social development of Stz'uminus based on the recognition and implementation of the inherent right of self government of Indigenous peoples recognized and affirmed under section 35 of the *Constitution Act, 1982*;
  - (g) developing a long-term government-to-government relationship between the Province and Stz'uminus through which substantial progress in reconciliation will be advanced consistent with UNDRIP and the *Declaration Act*;
  - (h) achieving greater predictability and certainty for the Parties associated with the potential disposition and development of land currently identified as provincial Crown lands; and
  - (i) supporting the health, education and socio-economic well-being of the Stz'uminus people.

## **2. Interpretation**

### **2.1 In this Reconciliation Agreement;**

- (a) “Area A” means the area shown on Schedule A;
- (b) “Candidate Transfer Lands” means the Crown lands that Stz’uminus identifies it wishes to acquire under this Reconciliation Agreement or a Land Transfer Agreement;
- (c) “Designated Entity” means Coast Salish Development Corporation, or another company incorporated under federal or provincial law, all the shares of which are wholly owned directly or indirectly, legally and beneficially, by Stz’uminus and which Stz’uminus has designated to take ownership of a fee simple title or leasehold interest acquired pursuant to this Reconciliation Agreement or a Land Transfer Agreement;
- (d) “Economic Development Fund” means the payment provided under section 3.1;
- (e) “Effective Date” means the 31<sup>st</sup> day of March 2022;
- (f) “Engineering Report” means the report as defined in Recital F;
- (g) “Final Transfer Lands” means the lands Stz’uminus and the Province agree upon for transfer under a Land Transfer Agreement from the Candidate Transfer Lands proposed by Stz’uminus;
- (h) “Initial Appraised Value” means the fair market appraised value as of March 11, 2021 for Candidate Transfer Lands;
- (i) “Land Transfer Agreement” means the agreement or agreements to implement the Crown or private land disposition based on the mandate referred to in section 4 of this Reconciliation Agreement, which will include one or more of those terms set out in Schedule “B” and other terms as agreed between the Parties;
- (j) “Land Value” means the value as defined in section 4.1;
- (k) “Reconciliation Agreement” means this Reconciliation Agreement; and
- (l) “Remediation Funding” has the meaning set out in section 6.1.

## **3. Immediate Financial Benefits**

- 3.1 The Province will provide \$3 million in funding to Stz’uminus or a Designated Entity upon signing of this Reconciliation Agreement, which will be used by Stz’uminus for economic development purposes (the “Economic Development Fund”).
- 3.2 Stz’uminus acknowledges and agrees that the Economic Development Fund constitutes a contribution by the Province toward a reconciliation of the Province’s and Stz’uminus’ interests, and may be relied upon by the Parties.

## **4. Lands**

### *Land Transfer*

- 4.1 Further to the Province's negotiation mandate, the Province will transfer or dispose of parcels of provincial Crown lands located within Area A, with a fair market value of up to \$28.5 million (the "Land Value") to Stz'uminus or a Designated Entity, in accordance with a negotiated Land Transfer Agreement.
- 4.2 Stz'uminus acknowledges and agrees that the transfer or disposition of lands with a fair market value of up to the Land Value in accordance with a Land Transfer Agreement constitutes a contribution by the Province toward a reconciliation of the Province's and Stz'uminus' interests, and may be relied upon by the Parties.
- 4.3 The Parties agree to review the appraised land values of the Final Transfer Lands compared to the Initial Appraised Value, and the Province will pursue further approvals for a Land Transfer Agreement or an amendment to this Reconciliation Agreement to accommodate for the passage of time and increases in land values.

### *Land Transfer Agreements*

- 4.4 The Province and Stz'uminus will negotiate and seek agreement on the Land Transfer Agreements as soon practicable following the signing of this Reconciliation Agreement.
- 4.5 Stz'uminus will identify further Candidate Transfer Lands within Area A following execution of the Reconciliation Agreement.
- 4.6 The Parties will agree on a process to mutually engage Canada in order to facilitate the addition of agreed to lands to Stz'uminus reserve lands (ATR).
- 4.7 Stz'uminus First Nation acknowledges and agrees that any lands acquired by Stz'uminus under a Land Transfer Agreement are subject to provincial and local government laws, including applicable zoning, land use, land development and property tax laws unless such lands are within a different jurisdiction.

### *Interim Protection*

- 4.8 The Province will seek to secure interim protection for Candidate Transfer Lands in accordance with the terms for interim protection set out in Schedule B.

### *Priority Lands*

4.9 The Province acknowledges that Stz'uminus has identified the following Crown lands as Candidate Transfer Lands, and that Stz'uminus wishes to acquire these parcels in fee simple as a high priority:

- (a) Block B, District Lot 2016, Cowichan District PIN 90005433
- (b) Block D, District Lot 2016, Cowichan District PIN 90048007
- (c) District Lot 16G, Oyster District PID 009-695-001 PIN 12508880
- (d) District Lot 17G, Oyster District PID 009-695-079 PIN 12508910
- (e) Upland portions of Block E, District Lot 2016,2060, Cowichan District PIN 90048008- Order in Council No 505 April 18 1991
- (f) Upland portions of District Lot 2059, Cowichan District PIN 90048005 Crown File 1414780, Licence of Occupation #932315 and Crown file 1414789, Licence of Occupation #932314

(together, the "Slagg Point Lands").

4.10 Immediately upon execution of this Agreement, the Parties will work together to complete due diligence, order the Slagg Points Lands for priority, and complete the priority transfer of as many parcels comprising the Slagg Point Lands as is possible, subject to the Parties entering into a Land Transfer Agreement with respect to each parcel to be transferred. The Parties will use best efforts to expedite transfer of the Slagg Point Lands and resolve any issues that arise during the course of the priority transfer of agreed Slagg Point Lands.

### *Tenure Interests*

4.11 The Province acknowledges that Stz'uminus has identified the following parcels or portions of parcels which Stz'uminus wishes to acquire a leasehold interest in as a high priority:

- (a) Marine portion of: Block E, District Lot 2016, 2060, Cowichan District PIN 90048008-Order in Council No 505 April 18 1991
- (b) Marine portion of: District Lot 2059, Cowichan District PIN 90048005- Crown File 1414780, Licence of Occupation #932315 and Crown file 1414789, Licence of Occupation #932314
- (c) District Lot 651, Cowichan District PID 009-694-463 PIN 12508750
- (d) Block C, District Lot 2016, Cowichan District PIN 90005434

(together, the "Tenure Parcels").

- 4.12 Immediately upon execution of this Agreement, the Parties will work together and with current tenure holders and additional provincial ministries, as required, to complete the due diligence, order the Tenure Parcels for priority, and complete the priority acquisition by Stz'uminus of as many interests in the Tenure Parcels as is possible. The Parties will use best efforts to expedite acquisition of interests in the Tenure Parcels by Stz'uminus, and resolve any issues that arise during the course of the priority transfer of any agreed Tenure Parcel interests.
- 4.13 Interests in the Tenure Parcels will be disposed of according to the process for disposition of applicable Crown tenures under the *Land Act*. A Land Transfer Agreement is not required for disposition of the Tenure Parcel interests. For greater certainty, the value of any Tenure Parcel leasehold interest acquired by Stz'uminus shall not be offset against the Land Value amount.

## **5. Forestry Development**

- 5.1 Without minimizing the importance of the other objectives of Stz'uminus set out in this Reconciliation Agreement, the Parties recognize and acknowledge that forestry objectives are a critical priority for Stz'uminus and agree that immediately upon signing of this Reconciliation Agreement, they will co-develop proposed mandates to negotiate and seek agreement on the following matters in support of Stz'uminus' forestry objectives and interests, which proposed mandates will be consistent with the principles and purposes of this Reconciliation Agreement:
- (a) Tenures (Area-based, Volume-based);
  - (b) Revenue Sharing;
  - (c) Inventory assessment and long-term forestry planning; and
  - (d) Relationship with BC Timber Sales.

The Parties will seek approval of proposed mandates upon completion of their development by the Parties.

## **6. Ladysmith Harbour Clean Up**

- 6.1 The Province will provide Stz'uminus up to \$10 million in funding ("Remediation Funding") to be used by Stz'uminus for the environmental clean up of provincial Crown lands in the Ladysmith Harbour area, which may include foreshore lands.
- 6.2 Remediation Funding shall be paid out over a 5 year period from the Effective Date of the Reconciliation Agreement, following Provincial review of the Engineering Report.
- 6.3 Remediation Funding shall be applied, in Stz'uminus' discretion, to environmental clean up activities in the Ladysmith Harbour area that have an immediate and beneficial impact on improving the relationship and advancing reconciliation with the Province.

- 6.4 Remediation Funding will be conditional upon Stz'uminus providing the Province with:
- (a) summary of the key components of the proposed clean up project;
  - (b) a proposed schedule for the annual release of the Remediation Funding,
  - (c) reports on investigative works undertaken by Stz'uminus, including the Engineering Report, and
  - (d) approaches being pursued by Stz'uminus to secure additional funding that Stz'uminus considers necessary for the project, if any.
- 6.5 The Province will request release of such funding each year based on the schedule proposed by Stz'uminus, which the Parties may agree to amend from time to time as required, and following receipt from Stz'uminus of notice, within an agreed upon notice timeframe, that it is prepared to receive the payment as set out in the schedule.
- 6.6 Any funding received by Stz'uminus through other available sources for the clean up of Ladysmith Harbour will be in addition to and not limit any funding that may be provided under this Reconciliation Agreement.

## **7. Implementation Funding**

- 7.1 The Province will provide Stz'uminus or a Designated Entity with funding in the amount of \$500,000 to support implementation of this Reconciliation Agreement to be paid in installments of \$100,000 per fiscal year. Payment of \$75,000 towards the commitment for fiscal year 2021/2022 has been made prior to signing the Reconciliation Agreement, in accordance with the letter agreement of October 29, 2021 between Stz'uminus and the Province. Payment of the remaining \$25,000 will be made upon signing of this Reconciliation Agreement, and subsequent payments of \$100,000 will be made in the first quarter of the subsequent four fiscal years.
- 7.2 The Province will provide Stz'uminus or a Designated Entity with funding in the amount of \$40,000 upon signing of this Reconciliation Agreement, to be used by Stz'uminus to carry out land identification for future transfer and appraisals as part of the due diligence process for Candidate Transfer Lands as set out in this Reconciliation Agreement or any associated Land Transfer Agreement. Stz'uminus agrees to provide copies of any appraisals carried out using this funding to the Province.

## **8. Priority Topics for Reconciliation Discussions**

- 8.1 Immediately upon signing of this Reconciliation Agreement, the Parties will co-develop proposed mandates to negotiate and seek agreement on the following matters, which proposed mandates will be consistent with the principles and purposes of this Reconciliation Agreement.
- (a) measures to advance Stz'uminus' inherent right of self-government as recognized and affirmed under s.35 of the *Constitution Act, 1982*;

- (b) shared decision-making within Stz'uminus territory, which may include the development of an agreement pursuant to s.7 of the Declaration Act and other structures, mechanisms, and arrangements that clarify the relationship between Stz'uminus and Provincial laws, jurisdictions, and authorities;
- (c) decision-making processes within specific areas of Stz'uminus territory that provide clarity and predictability for Stz'uminus, the Province and third parties;
- (d) recognition of, and legal establishment of, Stz'uminus Aboriginal title;
- (e) options for revenue-sharing and participation in economic development which recognize Stz'uminus Aboriginal title, Aboriginal rights, and interests;
- (f) land use planning, stewardship, and territorial development which recognizes Stz'uminus jurisdiction over lands and resources within Stz'uminus territory;
- (g) measures to build capacity and develop and support the Stz'uminus community in a number of areas, including, but not limited to:
  - (i) community vision;
  - (ii) child and family wellness;
  - (iii) education and skills training;
  - (iv) cultural development and language revitalization;
  - (v) cultural and heritage sites;
  - (vi) justice; and
  - (vii) health;
- (h) processes for the Parties to work with neighbouring First Nations to find suitable lands for each of the Nations; and
- (i) other topics as agreed by the Parties.

The Parties will seek approval of the proposed mandates for negotiations upon completion of their development by the Parties.

## **9. Reconciliation Agreement Term**

- 9.1 This Reconciliation Agreement will take effect on the Effective Date and continue unless terminated by either Party in accordance with section 9.2.

- 9.2 Either Party may terminate this Reconciliation Agreement by providing 60 days advance written notice to the other Party setting out the reasons for the termination and the date on which termination takes effect. Upon termination of this Reconciliation Agreement, all unpaid funding obligations under this Reconciliation Agreement will be terminated. Termination of this Reconciliation Agreement will not terminate a Land Transfer Agreement, except as otherwise provided in the Land Transfer Agreement. For greater certainty, any lands in the process of being transferred under a Land Transfer Agreement will complete notwithstanding termination of this Reconciliation Agreement.
- 9.3 This Reconciliation Agreement will be reviewed by both Parties annually to ensure mutually agreeable progress is being made.

## **10. Dispute Resolution**

- 10.1 If a Party serves written notice of a dispute regarding the interpretation or implementation of this Reconciliation Agreement or written notice to terminate this Reconciliation Agreement, the Parties will meet to discuss and attempt to resolve the dispute with direction from their duly appointed representatives and will utilize any dispute resolution mechanism agreed to by the Parties.

## **11. General**

- 11.1 The Parties acknowledge future agreement or agreements in respect of topics outlined in this Reconciliation Agreement including but not limited to the topics set out in section 8.1, are subject to each Party making required policy decisions and obtaining all required mandates and approvals, including, in the case of the Province, required Treasury Board and Cabinet approvals, and in some instances tripartite agreements with Canada.
- 11.2 Notwithstanding any other provision of this Reconciliation Agreement, the payment of money by the Province to Stz'uminus or a Designated Entity pursuant to this Reconciliation Agreement is subject to:
- (a) There being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (the "*Financial Administration Act* and every amendment made thereto being collectively called the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to Stz'uminus or a Designated Entity falls due pursuant to this Agreement, to make that payment; and
  - (b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in the preceding subparagraph.
- 11.3 This Reconciliation Agreement does not preclude Stz'uminus from participating in any government funding, program or initiative for which Stz'uminus or its members may be eligible.

- 11.4 Each Party to this Reconciliation Agreement represents and warrants, with the intent and understanding that they will be relied on by the other Party in entering into this Reconciliation Agreement, that:
- (a) it has the legal power, capacity and authority to enter into this Reconciliation Agreement; and
  - (b) this Reconciliation Agreement forms a valid and binding obligation on them.
- 11.5 This Reconciliation Agreement does not constitute a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 11.6 Nothing in this Reconciliation Agreement will be construed as:
- (a) establishing, defining, limiting, denying, abrogating or derogating any Aboriginal or treaty right of the Stz'uminus recognized and affirmed under section 35 of the *Constitution Act, 1982*;
  - (b) an acknowledgment or admission that the Province has an obligation to provide financial or economic accommodation or compensation to Stz'uminus;
  - (c) an acknowledgment or admission that Stz'uminus is receiving financial or economic accommodation or compensation in relation to any other process or proceeding; or
  - (d) in any way limiting the position any Party may take in any process or proceeding except as expressly set out herein.
- 11.7 Nothing in this Reconciliation Agreement will be interpreted in a way that would affect or unlawfully interfere with any legislative authority of the Province or fetter the discretion given to any decision-making authority.
- 11.8 The Parties agree that discussions and negotiations conducted pursuant to this Reconciliation Agreement and all related documents, other than this Reconciliation Agreement when executed, are confidential unless the communications were previously in the public domain, or the Parties agree otherwise in writing.
- 11.9 Any waiver of a provision of this Reconciliation Agreement must be made in writing by the Party who benefits from the obligation waived and will not be a waiver of any other provision, obligation, or subsequent default of that provision.
- 11.10 This Reconciliation Agreement may be amended by written agreement signed by authorized representatives of the Parties.

11.11 Any notice, document or communication required or permitted to be given under this Reconciliation Agreement must be in writing and delivered by hand or electronic transmission as follows, or such other addresses as the Party may advise in writing:

(a) To Stz'uminus:

Ray Gauthier  
12605 Trans-Canada Highway  
Ladysmith, BC  
V9G 1M5  
Email address: info@coastsalishdevcorp.com

Phone: 250.210.8914

Fax: 250.924.2445

(b) To the Province:

Tom McCarthy, Assistant Deputy Minister  
Ministry of Indigenous Relations and Reconciliation  
P.O. Box Stn. Prov. Govt.  
Victoria, B.C., V8W 9B1  
Email address: tom.mccarthy@gov.bc.ca

Phone: 778-974-6142

Fax: 250.387.6073

11.12 There will be no presumption that any ambiguity in any of the terms of this Reconciliation Agreement should be interpreted in favour of any Party.

11.13 In this Reconciliation Agreement, "Force Majeure Event" means any act of God (including lightning, earthquakes, storms, landslides, floods, fires and epidemics), strikes, lockouts or other industrial disturbances, explosions, wars, blockades, insurrections, riots, the order of any court or governmental authority, breakages of or accidental damage to machinery or equipment, pandemics (including the Covid-19), or any other event or cause not within the control of the Party and which, by the exercise of due diligence, such Party would be unable to overcome, provided that lack of funds and economic hardship shall not constitute a Force Majeure Event.

11.14 A delay or failure in fulfilling the obligations under this Reconciliation Agreement by either Party, other than the payment of money under section 3.1, section 7.1, and section 7.2 will not constitute a default, nor will either Party be held liable for loss or damage, if and to the extent that such delay, failure, loss or damage is caused, whether directly or indirectly, by a Force Majeure Event.

11.15 Each Party's obligations under section 11.8 shall survive the termination of this Reconciliation Agreement.

11.16 This Reconciliation Agreement may be entered into by each Party signing a separate copy of this Reconciliation Agreement and delivering it to the other by electronic transmission. All extended counterparts taken together will constitute one agreement.

IN WITNESS WHEREOF the Parties hereby execute this Reconciliation Agreement as of the date first written above.

SIGNED ON BEHALF OF THE STZ'UMINUS  
FIRST NATION, as represented by the Council of  
the Stz'uminus First Nation



Roxanne Harris, Chief Councillor

Executed this 30<sup>th</sup> day of March, 2022

SIGNED ON BEHALF OF HER MAJESTY THE  
QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA, as represented by the  
Minister of Indigenous Relations and  
Reconciliation:



Honourable Murray Rankin

Executed this 31 day of March, 2022

This Reconciliation Agreement is acknowledged by Coast Salish Development Corporation

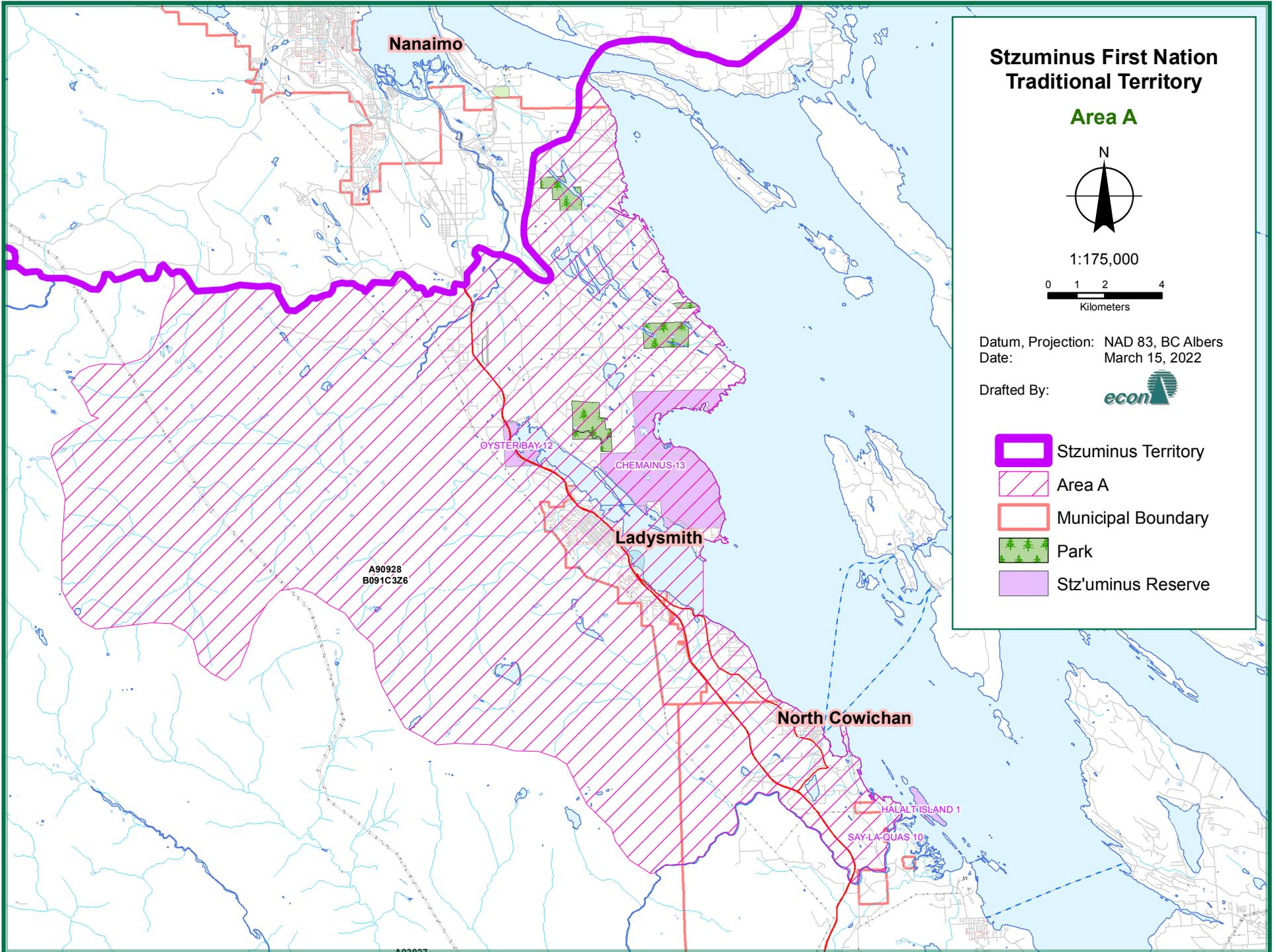
COAST SALISH DEVELOPMENT  
CORPORATION, as represented by authorized  
signatory:



Ray Gauthier, CEO

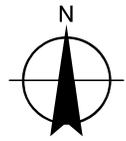
Executed this 30<sup>th</sup> day of March, 2022

**Schedule A – Map of Area “A”**



# Stzuminus First Nation Traditional Territory

## Area A



1:175,000



Datum, Projection: NAD 83, BC Albers  
Date: March 15, 2022

Drafted By:



-  Stzuminus Territory
-  Area A
-  Municipal Boundary
-  Park
-  Stz'uminus Reserve

## Schedule B – Land Transfer Process and Agreement Terms

Term	Content
Parties	The Province, Stz’uminus First Nation, or a Designated Entity
Total Value of Land Transfer Agreement(s)	<p>\$28.5 million (fair market value) (subject to sections 4.1, and 4.3 in the Reconciliation Agreement)</p> <p>Stz’uminus acknowledges and agrees that the transfer of lands in accordance with a Land Transfer Agreement constitute a contribution by the Province toward a reconciliation of the Province’s and Stz’uminus’ interests, and may be relied upon by the Parties.</p>
Identification of Candidate Transfer Lands	Stz’uminus will identify Candidate Transfer Lands to the Province within six months of the Effective Date of the Reconciliation Agreement.
Land transfer process	<p>Proposed provincial Crown land transfers will be subject to:</p> <ul style="list-style-type: none"> <li>a) required consultation with neighbouring First Nations where appropriate;</li> <li>b) statusing of legal interests;</li> <li>c) reaching agreement on permitted encumbrances, reservations and exceptions;</li> <li>d) reaching agreement on an appraisal methodology and process to determine the fair market value of the lands;</li> <li>e) identifying required Crown road and utility corridors;</li> <li>f) addressing environmental matters;</li> <li>g) finalizing legal land surveys, as required; and</li> <li>h) obtaining all required approvals and mandates.</li> </ul>
Interim Protection	<p>The Province will seek approval to withdraw the Candidate Transfer Lands from disposition under section 16 or 17 of the <i>Land Act</i> to secure and protect for a period of 10 years, or equivalent protection using any other appropriate legal mechanisms agreed upon by the Parties. The Province will seek an interim withdrawal that will remain in place until the earlier of:</p> <ul style="list-style-type: none"> <li>a) the termination of the interim withdrawal under the terms of its approval;</li> <li>b) the transfer of the lands under a Land Transfer Agreement; or</li> <li>c) the termination of the Reconciliation Agreement,</li> </ul>

<b>Term</b>	<b>Content</b>
	<p>subject to the Province being satisfied with its preliminary due diligence with respect to the Candidate Transfer Lands and having determined there are otherwise no issues with the proposed legal protection.</p> <p>The parties will discuss whether additional forms of interim protection over the Candidate Transfer Lands may be necessary to meet the objective of preserving the lands in their existing state as of the date of identification.</p>
Research, and Stating	<p>Stz’uminus and the Province will prioritize the Candidate Transfer Lands and the Province will make best efforts to complete necessary research and stating on the Candidate Transfer Lands as soon as practicable upon signing of the Reconciliation Agreement. The research and stating of the Candidate Transfer Lands will be done in a phased approach that best reflects the priorities of Stz’uminus.</p> <p>The Parties will discuss necessary steps to understand the environmental condition of the lands, funding for that work, and what should occur if lands are contaminated. The Parties will discuss whether remediation is part of the negotiations.</p>
Valuation	<p>Stz’uminus will propose priority Candidate Transfer Lands to the Province for valuation, and Stz’uminus and the Province will, as soon as practicable on signing of this Reconciliation Agreement, seek to collaborate on initiating valuation of those lands including agreement on appraisers, methodology and terms of reference.</p>
Final Transfer Lands	<p>Stz’uminus and the Province will agree upon Final Transfer Lands from the Candidate Transfer Lands proposed by Stz’uminus and may do so in phases.</p>
Encumbrances	<p>Stz’uminus and the Province will discuss and seek to reach agreement on permitted encumbrances and/or Crown road and utility corridors as necessary relating to Final Transfer Lands.</p>
Laws	<p>Any lands acquired by Stz’uminus under the Land Transfer Agreement will remain subject to applicable provincial and local government laws, including</p>

<b>Term</b>	<b>Content</b>
	applicable zoning, land use, land development and property tax laws, unless such lands are within a different jurisdiction.
Transfer of Lands	<p>The Parties will make best efforts to complete surveys, as necessary, agree on permitted encumbrances as necessary, and complete any other steps required for transfer of Final Transfer Lands within an agreed upon timeframe for the specified Final Transfer Lands.</p> <p>The Parties will agree on a process to mutually engage Canada in order to facilitate the addition of agreed to lands to Stz'uminus reserve lands.</p> <p>The transfer of Final Transfer Lands will occur either by:</p> <ul style="list-style-type: none"> <li>a) fee simple transfer from the Province to Stz'uminus or Designated Entity; or</li> <li>b) transfer of administration and control by the Province to Canada for those Final Transfer Lands agreed to be additions to Stz'uminus reserve lands.</li> </ul> <p>Stz'uminus (or Designated Entity) will notify the Province when it is prepared to receive transfer of the Final Transfer Lands in fee simple, and the Province will make best efforts to transfer the lands to the Designated Entity within an agreed upon timeframe for the specified Final Transfer Lands.</p> <p>Transfer of Final Transfer Lands may occur in separate transactions and at different times as parcels become ready for transfer.</p>
Responsibility for Costs	<p>The Province will be responsible for:</p> <ul style="list-style-type: none"> <li>• Any property transfer tax payable for transfer of Final Transfer Lands;</li> <li>• Costs of appraisal if joint;</li> <li>• Costs of legal survey and Crown Grant fees;</li> <li>• Others for discussion as applicable.</li> </ul>