

Northern Secwepmec te Qelmucw (NStQ)

Incremental Treaty Agreement

T'exelc



INCREMENTAL TREATY AGREEMENT

Williams Lake Indian Band

This Agreement is dated for reference _____, 2016

BETWEEN:

Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Aboriginal Relations and Reconciliation (the "Province")

AND:

Williams Lake Indian Band, on behalf of itself and its Members, as represented by the Chief and Council (the "T'exelc")

(collectively referred to as the "Parties" and individually referred to as a "Party")

WHEREAS:

- A. The T'exelc, together with the Canim Lake Indian Band (Tsq'escen'), the Stswecem'c/Xgat'tem First Nation (Canoe Creek and Dog Creek Indian Bands), and the Soda Creek Indian Band (Xat'sull) (known collectively as the Northern Secwepemc te Qelmucw, or NStQ), through its Chief and Council, asserts that it has used, occupied, governed and exercised exclusive ownership of their Traditional Territory from time immemorial;
- B. The T'exelc, as part of the NStQ, the Province and Canada have concluded negotiations of an Agreement-in-Principle (AIP) in accordance with Stage 4 of the British Columbia Treaty Commission process, and have submitted the AIP to their respective principals for approval;
- C. The Parties wish to create momentum in the treaty negotiations in order to conclude a Final Agreement;
- D. British Columbia and the First Nations Leadership Council, representing the Assembly of First Nations – BC Region, First Nations Summit and the Union of BC Indian Chiefs, have entered into a New Relationship; and

- E. This Agreement will provide the T'exelc with transitional economic benefits in advance of a Final Agreement and is in the spirit and vision of the New Relationship.

NOW THEREFORE the Parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions. In this Agreement:

"Aboriginal Rights" means asserted or determined aboriginal rights, including aboriginal title, which are or may be recognized and affirmed by section 35 of the *Constitution Act, 1982*;

"AIP" means the Northern Secwepemc te Qelmucw (NStQ) Agreement-in-Principle being negotiated by the T'exelc together with the Canim Lake Indian Band (Tsq'escen'), the Stswecem'c/Xgat'tem First Nation (Canoe Creek and Dog Creek Indian Bands), and the Soda Creek Indian Band (Xat'sull), the Province and Canada in accordance with Stage 4 of the British Columbia Treaty Commission process;

"Chief" means, in respect of the T'exelc, "chief" within the meaning of the *Indian Act*;

"Closing" means the completion of the transfer of the Lands by the Province to a Designated Company on the Closing Date;

"Closing Date" means the date or dates on which the documents for the transfer of the Lands to a Designated Company are uploaded to the electronic meet and are filed in the Land Title Office;

"Community Approval" means that each of the member First Nations of the NStQ have voted in favour of the NStQ Leadership Council recommendation to proceed to Final Agreement negotiations;

"Community Approval Date" means the date of Community Approval;

"Council" and "Band Council" mean, in respect of the T'exelc, the elected "council" within the meaning of the *Indian Act*;

“Crown Corridor” means a highway (as defined in the *Transportation Act*) and the area of any other road, right-of-way, easement or licence over Crown land that is used for transportation or public utility purposes;

“Crown Grant” means a grant (as defined in the *Land Act*) of the fee simple title to Land;

“Designated Company” means a company incorporated under federal or provincial law, all the shares of which are beneficially owned directly or indirectly by the T’exelc and which the T’exelc has designated to take fee simple title to any of the Lands;

“Effective Date” means the date on which the Final Agreement takes effect;

“Existing Legal Proceedings” means the following legal actions:

Chief Gabriel Roy Christopher, on his own behalf and on behalf of the members of the Canim Lake Indian Band, of the Northern Secwepemc Te Qelmucw Nation, Chief Hillary Andrew Adam, on his own behalf and on behalf of the members of the Canoe Creek Indian Band, of the Northern Secwepemc Te Qelmucw Nation, Chief Dorothy Catherine Phillips, on her own behalf and on behalf of the members of the Soda Creek Indian Band, of the Northern Secwepemc Te Qelmucw Nation, and Chief William Matthew Alphonse, on his own behalf and on behalf of the members of the Williams Lake Indian Band, of the Northern Secwepemc Te Qelmucw Nation V. Her Majesty the Queen in Right of the Province of British Columbia and the Attorney General of Canada, Vancouver Registry No. L033526 (BCSC)
Filed December 10, 2003, and

Chief Ann Louie and the Williams Lake Indian Band Council on their own behalf and on behalf of the members of the Williams Lake Indian Band and the Williams Lake Indian Band v. Her Majesty the Queen in Right of the Province of British Columbia and 0793545 B.C. LTD., Vancouver Registry No. S-102928 (BCSC).
Filed April 1, 2010;

“Final Agreement” means the Final Agreement to be concluded by the Parties and Canada at the conclusion of Stage 5 of the British Columbia Treaty Commission process;

“Final Agreement Date” means the date that the Parties and Canada initial the Final Agreement as part of completing Stage 5 of the BC Treaty Commission Process;

“Governmental Action” means all processes, decisions, authorizations, permits, licences, approvals, Crown land dispositions, agreements and other actions

whatsoever issued, granted, entered into or otherwise taken by a Provincial Official either before or after the date of this Agreement;

"GST" means the goods and services tax imposed under the *Excise Tax Act* (Canada);

"Lands" means the Asahal Lake parcel and the Bond Lake parcel, which are defined as follows:

"Asahal Lake Parcel" means the area of approximately 1,178.4 hectares, as shown for illustrative purposes in Schedule 1, Map 1, and, following completion and approval of the survey or re-survey of those lands, the area legally described in the survey, which, for greater certainty, will not include any land below the natural boundary (as defined in the *Land Act*) and the area of any Crown Corridor, and

"Bond Lake Parcel" means the area of approximately 230.8 hectares, as shown for illustrative purposes in Schedule 1, Map 2, and, following completion and approval of the survey or re-survey of those lands, the area legally described in the survey, which, for greater certainty, will not include any land below the natural boundary (as defined in the *Land Act*) and the area of any Crown Corridor;

"Member" means any person who is a "member of the band", as that phrase is defined in the *Indian Act*, of the T'exelc;

"New Relationship" means the vision developed in March 2005 by the Province and the First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit and Union of BC Indian Chiefs, that resulted in a new relationship founded on principles of mutual respect, recognition and reconciliation of Aboriginal rights;

"Northern Secwepemc te Qelmucw", or "NStQ" means the four member First Nations as follows: the Canim Lake Indian Band (Tsq'escen'), the Stswecem'c/Xgat'tem First Nation (Canoe Creek and Dog Creek Indian Bands), the Soda Creek Indian Band (Xat'sull), and the Williams Lake Indian Band (T'exelc);

"NStQ Leadership Council" means the council established by NStQ to provide direction to the NStQ treaty team, and consisting of representation from each of the NStQ member First Nations;

"NStQ Treaty Settlement Lands" means those lands identified in the Final Agreement which form part of NStQ Treaty Settlement Lands;

"Other NStQ Lands" means the lands owned by NStQ that are not part of NStQ Treaty Settlement Lands;

“Permitted Encumbrances” means the reservations, exceptions, liens, charges, and interests described in Schedule “2” for each of the Lands or any other permitted encumbrances agreed to by the Parties;

“Profit a Prendre” means the profit a prendre executed by the parties pursuant to subsection 5.2(j);

“Province” means Her Majesty the Queen in right of the Province of British Columbia;

“Provincial Official” means:

- a) the Province or any minister, public official, employee, contractor or agent of the Province;
- b) any government corporation or any director, officer, employee, contractor or agent of a government corporation; or
- c) any person acting as a decision maker under any enactment of the Province;

“PST” means the sales tax imposed under the *Provincial Sales Tax Act*;

“T'exelc” means the “band”, as that term is defined in the *Indian Act*, named the Williams Lake Indian Band and includes all Members; and

“Traditional Territory” means, for the purposes of this Agreement, the statement of intent area filed by NStQ with the British Columbia Treaty Commission.

1.2 Interpretation. For purposes of this Agreement:

- a) “this Agreement” means this Incremental Treaty Agreement, including the Schedules and any agreement, document or instrument executed or delivered pursuant to this Agreement;
- b) “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- c) the headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- d) words importing gender include the masculine, feminine or neuter gender and words in the singular include the plural and vice versa;

- e) any reference to a corporate entity includes and is also a reference to any corporate entity that was a predecessor to, or that is a successor to, such entity;
- f) a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;
- g) any reference to the delivery on Closing of an agreement, document or instrument "in the form" of an attached schedule means an agreement, document or instrument substantially in that form with such changes, additions or deletions as may be agreed by the representatives of the Parties;
- h) each and every release, covenant and other agreement given, and action to be taken, by the T'exelc under this Agreement means the T'exelc acting by and through its Chief and Council, and will be conclusively deemed to have been given, or taken, by the T'exelc on its own behalf, and for and on behalf of its Members;
- i) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party;
- j) all references in this Agreement to a designated "Article", "section", "subsection" or other subdivision or to a Schedule are to the designated Article, section, subsection or other subdivision of, or Schedule to, this Agreement;
- k) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, section, subsection or other subdivision or Schedule; and
- l) all reference to currency refer to lawful money of Canada (unless expressed to be in some other currency).

1.3 Schedules. The following are the Schedules to this Agreement:

- Schedule "1" – Maps of Lands
- Schedule "2" – Permitted Encumbrances
- Schedule "3" – Form C Additions to Reserve Restrictive Covenant
- Schedule "4" – Designated Company Agreement
- Schedule "5" – GST Certificate
- Schedule "6" – Consent of T'exelc in relation to PTT Matters
- Schedule "7" – Profit a Prendre

ARTICLE 2 – RECONCILIATION AND PURPOSE

- 2.1 **Reconciliation.** The T'exelc acknowledges and agrees that, in the spirit of the New Relationship and to advance Final Agreement negotiations, the Lands transferred to the T'exelc in accordance with this Agreement constitute a contribution by the Province towards the reconciliation of the Province's and the T'exelc's interests through treaty negotiations and, as such, the benefits provided to the T'exelc under this Agreement will be counted as a portion of the Province's contribution towards the Final Agreement settlement.
- 2.2 **Purpose.** The purpose of this Agreement is to:
- a) demonstrate the commitment of the Parties to concluding a Final Agreement; and
 - b) in the spirit of the New Relationship, provide the T'exelc with land as incremental treaty benefit in advance of a Final Agreement which will be transferred in accordance with this Agreement and will, on the Effective Date, become an element of the Final Agreement.

ARTICLE 3 – COMING INTO EFFECT AND TERMINATION

- 3.1 **Coming into Effect.** This Agreement comes into effect when it has been executed by the Parties.
- 3.2 **Termination.** This Agreement may be terminated in writing:
- a) by the Parties on a date mutually agreed on by the Parties; or
 - b) by either Party prior to the Community Approval Date.
- 3.3 **Termination on Litigation.** Despite section 3.2, the Province may terminate this Agreement, including the transfer of any Lands which have not been completed, in the event the T'exelc commences, on its own behalf or as part of NStQ, any action or other proceeding relating to any Governmental Action in relation to the lands and resources within the Traditional Territory.

- 3.4 **Survival of Lands Conditions.** Despite sections 3.2 and 3.3, and subject to the Final Agreement, where any of the Lands are transferred under this Agreement, Articles 7 (Condition of Lands), 11 (Fencing), 13 (Other Covenants) and 15 (Overlapping Claims) will survive the completion of the transfers or the termination of this Agreement and, for greater certainty, will continue to apply to the Lands.
- 3.5 **No Further Obligations.** If the Agreement is terminated, the Parties will have no further obligations to the other under this Agreement.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

- 4.1 **T'exelc Representations.** The T'exelc represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that:
- a) it enters into this Agreement for, and on behalf of, its Members;
 - b) its Members have provided it with a mandate to engage in treaty negotiations;
 - c) it, as represented by its Chief and Council, has the legal power, capacity and authority to enter into and to carry out its obligations under this Agreement on behalf of the T'exelc and its Members;
 - d) any company designated by the T'exelc for the purposes of this Agreement will be a Designated Company;
 - e) any Designated Company has the legal power, capacity and authority to enter into and to carry out its obligations under each agreement and transaction to which it is a party in accordance with this Agreement; and
 - f) the Province has fulfilled its obligation to consult with T'exelc in relation to the transfer of the Lands to a Designated Company and the Permitted Encumbrances on the Lands. For greater certainty, this provision shall not apply to any obligation of the Province to consult in relation to renewals, replacements or assignments of Permitted Encumbrances.

- 4.2 **Provincial Representations.** The Province represents and warrants to the T'exelc, with the intent and understanding that they will be relied on by the T'exelc in entering into this Agreement, that:
- a) it has the legal power, capacity and authority to enter into this Agreement; and
 - b) on satisfaction or waiver of the conditions precedent under section 5.2, it will have the legal power, capacity and authority to transfer the fee simple title to the Lands to a Designated Company as contemplated by this Agreement.

ARTICLE 5 – CONDITIONS PRECEDENT

- 5.1 **Band Council Resolution.** Prior to the execution of this Agreement, the T'exelc will deliver to the Province a resolution made by its elected Council authorizing the T'exelc's representatives named in the resolution to execute this Agreement on behalf of the T'exelc.
- 5.2 **Conditions Precedent to Land Transfers.** The obligation of the Province to transfer to the T'exelc under this Agreement is, with respect to each parcel of Lands, subject to:
- a) the Province having received notice from NStQ, satisfactory to the Province, of the Community Approval;
 - b) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province in any fiscal year, when any expenditure in respect of an obligation may be required, to make that expenditure;
 - c) the Province and Canada reaching an agreement satisfactory to the Province, in its sole discretion, on cost sharing the value of the Lands for treaty settlement purposes;
 - d) the representations and warranties of the T'exelc under this Agreement being true and correct on the applicable Closing Date;
 - e) in respect of all previously transferred Lands, all obligations of the T'exelc and the Designated Company having been fully performed in accordance with this Agreement;

- f) the Province being satisfied that it has fulfilled any consultation obligations it may have with respect to assertions of Aboriginal Rights to the Lands by First Nations other than the T'exelc;
- g) surveys for the Lands having been completed and approved by the Surveyor General on or before the applicable Closing Date;
- h) the Province having given notice that the minister responsible has authorized the disposition of the Lands in accordance with provincial law;
- i) without limiting the generality of section 8.3 the Province having:
 - i. completed and been satisfied with its investigation of the status of Lands including with respect to:
 - 1. the roads (dirt, paved, legal and otherwise);
 - 2. access to adjacent private lands;
 - 3. range issues including animal units months (as defined in the *Range Act*), fencing, livestock water, and livestock access on or across the Lands;
 - 4. the environmental condition of the Lands;
 - 5. Crown Corridors; and
 - 6. utility and local government interests for hydro, telephone, cablevision, heating/natural gas, water infrastructure, storm drains, dykes and waste disposal/sewer;
 - ii. proposed to the T'exelc any additional Permitted Encumbrances and Crown Corridors arising from the investigation of the status described in subsection i, including for greater certainty statutory rights of way for distribution works for BC Hydro and Telus, and where applicable, statutory rights of way for access to transmission lines by BC Hydro; and
 - iii. received agreement in writing from the T'exelc to any additional Permitted Encumbrances and Crown Corridors proposed by the Province under subsection ii.
- j) prior to the Province undertaking the surveying of the Asahal Lake parcel, and subject to section 10.6, the parties will have executed a Profit a Prendre substantially on the terms attached as Schedule 7.

- 5.3 Satisfaction of Conditions Precedent.** The Province will not be required to satisfy all of the conditions precedent under section 5.2:
- (a) for the Lands identified in subsection 6.2(a), until such time as the Parties have satisfied or waived the conditions precedent in subsection 5.2(i) and section 5.5, as applicable, for those Lands, and the T'exelc has notified the Province in writing that it is prepared to proceed with the transfer of those Lands; and
 - (b) for the Lands identified in subsections 6.2(b), until such time as the Parties have satisfied or waived the conditions precedent in subsection 5.2(i) and section 5.5, as applicable, for those Lands, and the T'exelc has notified the Province in writing that it is prepared to proceed with the transfer of those Lands.
- 5.4 Waiver of Conditions Precedent.** The conditions precedent set out in section 5.2 are for the sole benefit of the Province and may be waived by the Province on written notice to the T'exelc.
- 5.5 Conditions Precedent to Land Transfers in Favour of T'exelc.** The obligation of the T'exelc to accept any of the Lands is subject to the T'exelc having:
- a) completed and been satisfied in its sole discretion with its due diligence on the Lands including without limitation in respect to the roads (dirt, paved, legal and otherwise) on the Lands, Crown Corridors, range issues including animal units months (as defined in the *Range Act*), fencing, livestock water, and livestock access on or across the Lands, access to the Lands, the environmental condition of the Lands, water availability, fire protection, utility and local government interests for hydro, telephone, cablevision, heating/natural gas, water infrastructure, storm drains, dykes and waste disposal/sewer, and any additional reservations, exceptions, liens, charges and interests, or encumbrances on the Lands other than the Permitted Encumbrances listed in Schedule 2; and,
 - b) completed an agreement with the Province regarding any additional reservations, exceptions, liens, charges and interests proposed as Permitted Encumbrances and Crown Corridors by the Province pursuant to subsection 5.2(i), including for greater certainty statutory rights of way for distribution works for BC Hydro and Telus and where applicable, statutory rights of way for access to transmission lines by BC Hydro.

5.6 **Waiver of Conditions Precedent in Favour of T'exelc.** The conditions precedent set out in section 5.5 are for the sole benefit of the T'exelc and may be waived by the T'exelc on written notice to the Province.

5.7 The conditions precedent set out subsection 5.2(i) and section 5.5 must be satisfied or waived by each of the Province and the T'exelc, as applicable, on a parcel by parcel basis of the Lands on or before 18 months, or such other period of time as the Parties may agree to, acting reasonably, after:

- a) for the Asahal Lake Parcel, the Community Approval Date; or
- b) for the Bond Lake Parcel, the date the Chief Negotiators for the Parties and Canada have signed a letter of understanding that sets out that the land selection for the Final Agreement is substantially complete and includes the Bond Lake Parcel;

failing which the Parties agree to negotiate and attempt to reach agreement on an amendment to the boundary of the parcel(s) or, subject to the Province obtaining requisite mandates and a Federal/Provincial cost sharing agreement, to negotiate the transfer of alternate lands to replace the parcel(s) for which the condition(s) precedent are not satisfied or waived.

5.8 If the Parties negotiate in accordance with section 5.7 and do not reach an agreement within one (1) year of the conditions precedent removal date, or such other date as the Parties may agree to, acting reasonably, then the Parties agree that the parcel(s) will not form part of the Lands.

ARTICLE 6 – TRANSFER OF LANDS

6.1 **Pre-Closing Deliveries by T'exelc.** Within 60 days of written notice under section 5.3, the T'exelc will deliver to the Province a direction identifying the Designated Company that will take fee simple title to the Lands under section 6.2.

6.2 **Closing Deliveries by Province.** Subject to the Permitted Encumbrances and the terms of this Agreement, including the satisfaction or waiver of the conditions precedent under sections 5.1, 5.2, and 5.5, the Province will provide the Designated Company identified under section 6.1 with copies of the Crown Grants of the Lands as follows:

- a) Asahal Lake Parcel, within 120 days after the issuance of a ministerial order under subsection 5.2(h) following the Community Approval Date; and
- b) Bond Lake Parcel, within 120 days after the issuance of a ministerial order under subsection 5.2(h) following the Final Agreement Date.

6.3 Closing Deliveries by T'exelc. Not more than 14 days after delivery of the copies of the Crown Grants under section 6.2, the T'exelc will execute and deliver, or cause to be executed and delivered, or deliver, as the case may be, to the Province:

- a) a restrictive covenant granted by the Designated Company in the form attached as Schedule 3 in relation to the applicable Lands;
- b) an agreement executed by the Designated Company in the form attached as Schedule 4 in relation to the applicable Lands;
- c) a certificate signed by an officer of the Designated Company in the form attached as Schedule 5 confirming the Designated Company's GST registration number and registered status;
- d) a letter of undertaking signed by the T'exelc's legal counsel undertaking, among other things, that the restrictive covenant (Schedule 3) and the Profit a Prendre (Schedule 7) will be filed concurrently with the Crown Grant and that the Province will be provided with a signed copy of the Designated Company Agreement (Schedule 4) and the GST Certificate (Schedule 5);
- e) a signed consent of T'exelc in relation to Property Transfer Tax form executed by the T'exelc (Schedule 6); and
- f) all such other documents that may be necessary or advisable for the T'exelc or a Designated Company to provide to complete the transactions contemplated under this Agreement.

6.4 Registration of Lands. Subject to the Final Agreement, all Lands transferred under this Agreement will be registered in the Land Title Office.

6.5 Closing Procedure. The legal counsel for the T'exelc and the Province will confirm in writing the manner in which the documents necessary or advisable to transfer and register the Lands will be produced, managed, exchanged and

delivered. Without limiting the generality of the foregoing, legal counsel responsible for registering the Lands will:

- a) provide a letter of undertaking to legal counsel for the other Party;
- b) use the Land Title and Survey Authority electronic filing system;
- c) provide all documents filed under subsection 6.5(b) to legal counsel for the other Party; and
- d) agree to the order of the registration of the documents.

ARTICLE 7 – CONDITION OF LANDS

- 7.1 **Lands “As Is”.** The T'exelc acknowledges and agrees that any of the Lands acquired by a Designated Company under this Agreement are acquired “as is”.
- 7.2 **Viability of Lands.** The T'exelc acknowledges and agrees that the Province has not given any representation or warranty concerning:
- a) physical access to the Lands including, without limitation, overland access;
 - b) the economic feasibility of the development of the Lands;
 - c) the fitness of the Lands for any particular use, including the intended use of it by the T'exelc or by a Designated Company; and
 - d) the provisions of any enactments or bylaws of any governmental body which relate to the development, use and occupation of the Lands.
- 7.3 **Lands Working Group.** As soon as practicable after the Community Approval Date, the Parties will establish a lands working group. The purpose of the group will be to facilitate cooperation between the Parties regarding the work to be done towards satisfying the conditions precedent at subsection 5.2(i) and section 5.5.

7.4 Environmental Condition. The T'exelc:

- a) waives the requirement, if any, of the Province to provide a site profile as defined in the *Environmental Management Act* for any of the Lands; and
- b) acknowledges and agrees that the Province has not given any representation or warranty concerning the condition of the Lands (including surface water and groundwater), environmental or otherwise, including the presence or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Lands and on or under any surrounding or neighbouring land and the current and past uses of the Land and any surrounding or neighbouring land.

7.5 Environmental Conditions. The T'exelc will from and after the Closing:

- a) assume all environmental liabilities relating to the Lands including, but not limited to, all liability for the clean-up of any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances or conditions on or under the Lands or migrating from the Lands (including surface water and groundwater) and any other costs of remediation of the Lands, whether disclosed or undisclosed, known or unknown, created or existing, that arose before the Closing Date or arose before and continues after the Closing Date;
- b) release the Provincial Officials from and against all claims, demands, liabilities, losses, damages, costs, actions, causes of action, suits and proceedings with respect to any and all environmental liabilities described in subsection 7.5(a); and
- c) indemnify and save harmless the Provincial Officials from and against all claims, demands, liabilities, losses, damages, costs or expenses suffered or incurred by them after the Closing arising out of or in connection with any and all environmental liabilities described in subsection 7.5(a).

7.6 Post-Closing Date. Section 7.5 does not apply where the environmental liability relating to the Lands results from the acts or omissions of British Columbia or BC Hydro after the Closing Date.

ARTICLE 8 – ENCUMBRANCES

- 8.1 **Permitted Encumbrances.** The T'exelc acknowledges that it is familiar with the terms and existence of the Permitted Encumbrances and accepts fee simple title to the Lands subject to the Permitted Encumbrances. The T'exelc covenants not to do, or allow to be done, anything that would interfere with any rights under any of the Permitted Encumbrances or that would otherwise result in any claim against the Province by anyone claiming by, through, under or in relation to a Permitted Encumbrance.
- 8.2 **Form of Permitted Encumbrances.** Subject to section 8.3, the T'exelc acknowledges that where the form of a Permitted Encumbrance has been attached as a schedule it will be executed by the relevant parties in that form subject to any modifications that T'exelc and the holder of the interest have agreed to in writing.
- 8.3 **Amendments to Permitted Encumbrances.** The Parties acknowledge that between the execution of this Agreement and the Closing, the Province may require that the Permitted Encumbrances be amended to:
- a) comply with current Provincial policies and practices;
 - b) comply with current laws; and
 - c) correct any errors or omissions to the forms of the Permitted Encumbrances;
- subject to the approval of the T'exelc, such approval not to be unreasonably withheld.
- 8.4 **Final Agreement.** Notwithstanding any other term of this Agreement, the Permitted Encumbrances and Crown Corridors will be subject to the Final Agreement. For greater certainty, this Agreement will not prejudice the Parties' positions in negotiations regarding treatment of the Permitted Encumbrances, Crown Corridors or other encumbrances under the Final Agreement.

ARTICLE 9 - LAND PROTECTION MEASURES

- 9.1 The Province confirms that the Lands are subject to a s.17 reserve under the *Land Act*, and the Asahal Lake Parcel is subject to a No Registration Reserve (NRR) under the *Mineral Tenure Act*.
- 9.2 With regards to the Bond Lake Parcel, the Province is currently seeking the appropriate authorities to prevent the recording of any further mineral or placer claims in relation to the subsurface resources on or under those lands as part of a broader NRR covering the lands negotiated by NStQ for its AIP.

ARTICLE 10 – PROFIT A PRENDRE

- 10.1 The Parties acknowledge that there is a history of co-existence between the forest and ranching sectors in the NStQ Traditional Territory and that grazing and forest development can be compatible land uses on the Asahal Lake Parcel.
- 10.2 In support of harmonizing the exercise of the rights under the Profit a Prendre and forest development operations on the Asahal Lake Parcel, the T'exelc will provide the Province with a forest development plan at least 180 days before commencing any forest development and thereafter on a schedule agreed to by the Parties.
- 10.3 The Parties will discuss measures to reduce the scope for conflict between grazing and forest development operations on the Asahal Lake Parcel, taking into account the applicable range use plan and the forest development plan provided under section 10.2.
- 10.4 Nothing in this article is intended to prevent the T'exelc and the holder of the grazing license attached to the Profit a Prendre from engaging in discussions regarding measures to ensure the compatibility of cattle grazing and forest development operations on the Asahal Lake Parcel.
- 10.5 Nothing in this Article limits, derogates from, or prejudices the Province in exercising, the rights granted to the Province under the Profit a Prendre.

- 10.6 The Parties will negotiate the payment of licence fees for the Profit a Prendre, prior to execution of the Profit a Prendre.

ARTICLE 11 – FENCING

- 11.1 The Province and the T'exelc acknowledge that the configuration of Lands transferred under this Agreement will require discussions regarding the construction and maintenance of range fencing between the Lands, adjacent private and Crown lands, adjacent roads and highways, and adjacent or overlapping range tenures.

ARTICLE 12 – TRANSACTION COSTS

- 12.1 **Property Transfer Tax and Other Costs.** The Province is responsible for the following costs in connection with the transfer of the Lands:
- a) any costs or fees associated with the preparation of Crown Grants (including surveys) or any other documents required to register the Lands and Permitted Encumbrances including, without limitation, any fees charged by the Land Title and Survey Authority; and
 - b) property transfer tax payable under the *Property Transfer Tax Act* which, for greater certainty, the Province will pay or seek an exemption.
- 12.2 **Public Utility Permitted Encumbrances.** Notwithstanding section 12.1, all costs associated with the surveying and registration of Permitted Encumbrances held by a public utility will be the responsibility of the public utility.
- 12.3 **GST, PST and Other Charges.** The T'exelc is responsible for any applicable GST and PST and any other federal or provincial sales tax, including any other transfer or registration charges for which the Province has not expressly agreed to accept responsibility under the terms of this Agreement.
- 12.4 **Annual Taxes and Other Costs.** Subject to the Final Agreement, and in accordance with provincial law, the Designated Company is responsible for any and all annual taxes payable in respect of the Lands. For greater certainty, on

and after the applicable Closing Date, the Province is not required to assume financial or other obligations with respect to the Lands.

ARTICLE 13 – OTHER COVENANTS

13.1 Other T'exelc Covenants. The T'exelc further acknowledges and covenants that:

- a) in order to preserve the possibility of the Lands becoming "NStQ Treaty Settlement Lands" in accordance with the Final Agreement, the T'exelc will not permit the Designated Company to dispose of its fee simple estate in the Lands for a period of time commencing on the applicable Closing Date and ending on the earlier of:
 - i. the 10 year anniversary of the Closing Date; or
 - ii. the Effective Date;
- b) subject to section 14.1, any of the Lands that may be transferred to a Designated Company in accordance with this Agreement will not be "lands reserved for the Indians" within the meaning of section 91(24) of the *Constitution Act, 1867* or a reserve within the meaning of the *Indian Act* and at no time after Closing will the T'exelc seek to add any of the Lands to its reserve lands; and
- c) subject to section 14.1, the Lands are subject to applicable provincial and local government laws, including applicable zoning, land use, land development and property tax laws, and will continue to be after the Closing.

13.2 Disposition of Interests in Lands. Notwithstanding subsection 13.1(a), the T'exelc may charge or encumber the Lands provided that the T'exelc advises the intended charge or encumbrance holder in writing that the Lands will, on the Effective Date:

- a) be transferred by the Designated Company to the T'exelc and will become NStQ Lands; or
- b) be retained by the Designated Company, or transferred by the Designated Company to the T'exelc, and will become Other NStQ Lands.

- 13.3 **Indemnity for Charges.** The T'exelc will indemnify and save harmless the Province and all Provincial Officials from any and all damages, losses, liabilities or costs that they may suffer or incur in connection with or as a result of any suit, action, claim, proceeding or demand arising in connection with any Permitted Encumbrance or any charge or encumbrance granted by the T'exelc under section 13.2 where the proceeding is settled or is successful.
- 13.4 **Failure to Ratify.** Where the Final Agreement is not signed by the authorized representative of NStQ, the Province or Canada, or the Final Agreement is not approved, given effect, declared valid and given the force of law under federal and provincial law:
- a) the restriction on the disposition of the Lands under subsection 13.1(a) will not apply; and
 - b) the T'exelc will consent, or will cause the Designated Company to consent, to the registration of any Permitted Encumbrances which are not registered against the applicable Lands in the Land Title Office on or after the Closing Date.
- 13.5 **Failure of Community Approval.** In the event that there is no Community Approval, the Province agrees to consider what options are available for the Province to continue to engage in treaty negotiations with Canada and the member First Nations of the NStQ who did vote in favour of the NStQ Leadership Council recommendation to proceed to Final Agreement negotiations and to complete the transfer of the lands identified in the incremental treaty agreements with those NStQ member First Nations.

ARTICLE 14 – STATUS OF LANDS ON EFFECTIVE DATE

- 14.1 **Status of Lands on Effective Date.** As part of Final Agreement negotiations, the Parties will negotiate the status of the Lands transferred under this Agreement to the T'exelc as "NStQ Treaty Settlement Lands".

ARTICLE 15– OVERLAPPING CLAIMS

- 15.1 **Shared Territories.** Prior to the transfer of the Lands to the Designated Company, the T'exelc will discuss and will make reasonable efforts to resolve any overlap or shared territory claims by other First Nations. In the event any

such claims are not resolved to the Province's satisfaction, the Parties agree to negotiate and attempt to reach agreement on an amendment to the boundary of the Lands or, subject to the Province obtaining requisite mandates and a Federal/Provincial cost sharing agreement, to negotiate the transfer of alternate lands.

- 15.2 **Other First Nations' Litigation.** In the event of any action, proceeding, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any other aboriginal group against the Province or any Provincial Official with respect to the transfer of the Lands to the Designated Company on behalf of the T'exelc in accordance with this Agreement, the T'exelc will provide the Province with reasonable assistance, upon request, in support of its defence of the action, proceeding, suit, claim or demand.

ARTICLE 16 – EXISTING AND NEW LITIGATION

- 16.1 **Existing Legal Proceedings.** On or as soon as practicable after the Closing Date, the Parties will adjourn generally, where not otherwise already so adjourned, the Existing Legal Proceedings and will file such other documents as may be required to put the Existing Legal Proceedings into abeyance.
- 16.2 **Termination of Abeyance.** The abeyance of the Existing Legal Proceedings under section 16.1 will terminate:
- a) where a Final Agreement is concluded, on the Effective Date of the Final Agreement; or
 - b) where a Final Agreement is not concluded, on the date on which the T'exelc formally withdraws from the treaty negotiation process.
- 16.3 **Termination of Litigation** For the purposes of subsection 16.2(a), Existing Legal Proceedings will be dealt with in accordance with the terms of the Final Agreement.

- 16.4 **Abeyance without Prejudice.** The Parties acknowledge that, for the purposes of subsection 16.2(b):
- a) this Agreement is without prejudice to the merits of any positions that the Parties have or may wish to take in the Existing Legal Proceeding; and
 - b) they will not rely on the passage of time from the date this Agreement comes into force to its termination as the basis for any legal or equitable defence in the Existing Legal Proceeding, including defenses of laches, acquiescence, estoppel or limitations.
- 16.5 **New Litigation.** Before commencing, on its own behalf or as part of the NStQ, any action or other proceeding relating to any Governmental Action within the Traditional Territory, the T'exelc will:
- a) notify the Province of any interests it may have that may be impacted by the Governmental Action; and
 - b) except in the case of an injunction or other emergency proceeding, participate in the dispute resolution process set out in sections 17.1-17.2.
- 16.6 For greater certainty, nothing in sections 3.3 or 16.5 shall be interpreted to derogate from the Province's duty to consult with the T'exelc with respect to any Governmental Action that may trigger such a duty.

ARTICLE 17 - DISPUTE RESOLUTION

- 17.1 **Representatives.** If a dispute arises between the Province and the T'exelc regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.
- 17.2 **Senior Representatives.** If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of the Province and the T'exelc.
- 17.3 **Other Means.** The Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

ARTICLE 18 - NOTICES

- 18.1 **Notices.** Any notice, document, statement, report, demand or grant that any Party may be required or may desire to give to any other Party under this Agreement must be in writing, unless otherwise specified herein, and will be deemed validly given to and received by the addressee, if served personally, on the date of personal service or, if delivered by mail, e-mail or facsimile copier, when received as follows:

if to the Province:

Deputy Minister
Ministry of Aboriginal Relations and Reconciliation
P.O Box 9100 Stn. Prov. Gvt.
Victoria, B.C. V8W 9B1

Fax: (250) 387-6073

and if to the T'exelc:

Williams Lake Indian Band
2672 Indian Drive
Williams Lake, BC V2G 5K9

Attention: Chief Councillor

Fax: (250) 296-4750

- 18.2 **Change of Address.** Either Party may, from time to time, give written or e-mail notice to the other Party of any change of address or facsimile number of the Party giving such notice and after the giving of such notice, the address or facsimile number therein specified will, for purposes of this Agreement be conclusively deemed to be the address or facsimile number of the Party giving such notice.

ARTICLE 19 - GENERAL

- 19.1 **Entire Agreement.** This Agreement is the entire agreement between the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition,

right or obligation affecting this Agreement. The Schedules and Appendices to this Agreement form part of this Agreement.

19.2 Further Acts and Assurances. Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.

19.3 No Implied Waiver. Any waiver of:

- a) a provision of this Agreement;
- b) the performance by a Party of an obligation under this Agreement; or
- c) a default by a Party of an obligation under this Agreement;

will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.

19.4 Successors. This Agreement will enure to the benefit of and be binding on the T'exelc and its successors and the Province.

19.5 No Admissions. Nothing in this Agreement will be construed as an:

- a) admission by the Province of the validity of any claim by the T'exelc to a specific treaty or aboriginal right or aboriginal title within the meaning of section 35 of the *Constitution Act, 1982*; or
- b) acknowledgment by the Province that it has an obligation to provide financial or economic accommodation to the T'exelc.

19.6 Not a Treaty. This Agreement does not:

- a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982 (Canada)*;
- b) recognize, affirm, define, deny, limit or amend any responsibilities of the Parties, except as set out in this Agreement, or any aboriginal rights or titles; or

- c) limit or amend any obligations of the Province under section 35 of the *Constitution Act, 1982 (Canada)*, including any duty to consult, except as set out in subsection 4.1(f) of this Agreement.

19.7 **No Fettering.** Nothing in this Agreement will be interpreted in a way that fetters the discretion given to any Provincial Official in an enactment.

19.8 **Amendment.** This Agreement may be amended from time to time by the Parties in writing.

19.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

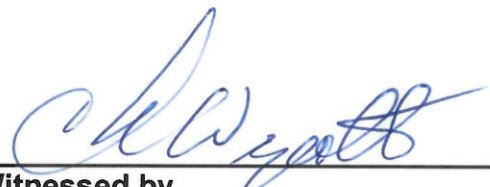
19.10 **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile transmission.

IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:

Signed on behalf of the T'exelc by

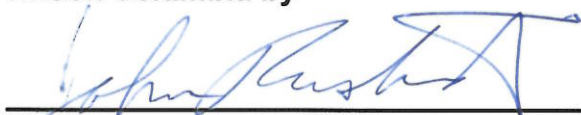


Chief Anne Louie



Witnessed by
Print name: _____

Signed on behalf of Her Majesty the
Queen in Right of the Province of
British Columbia by

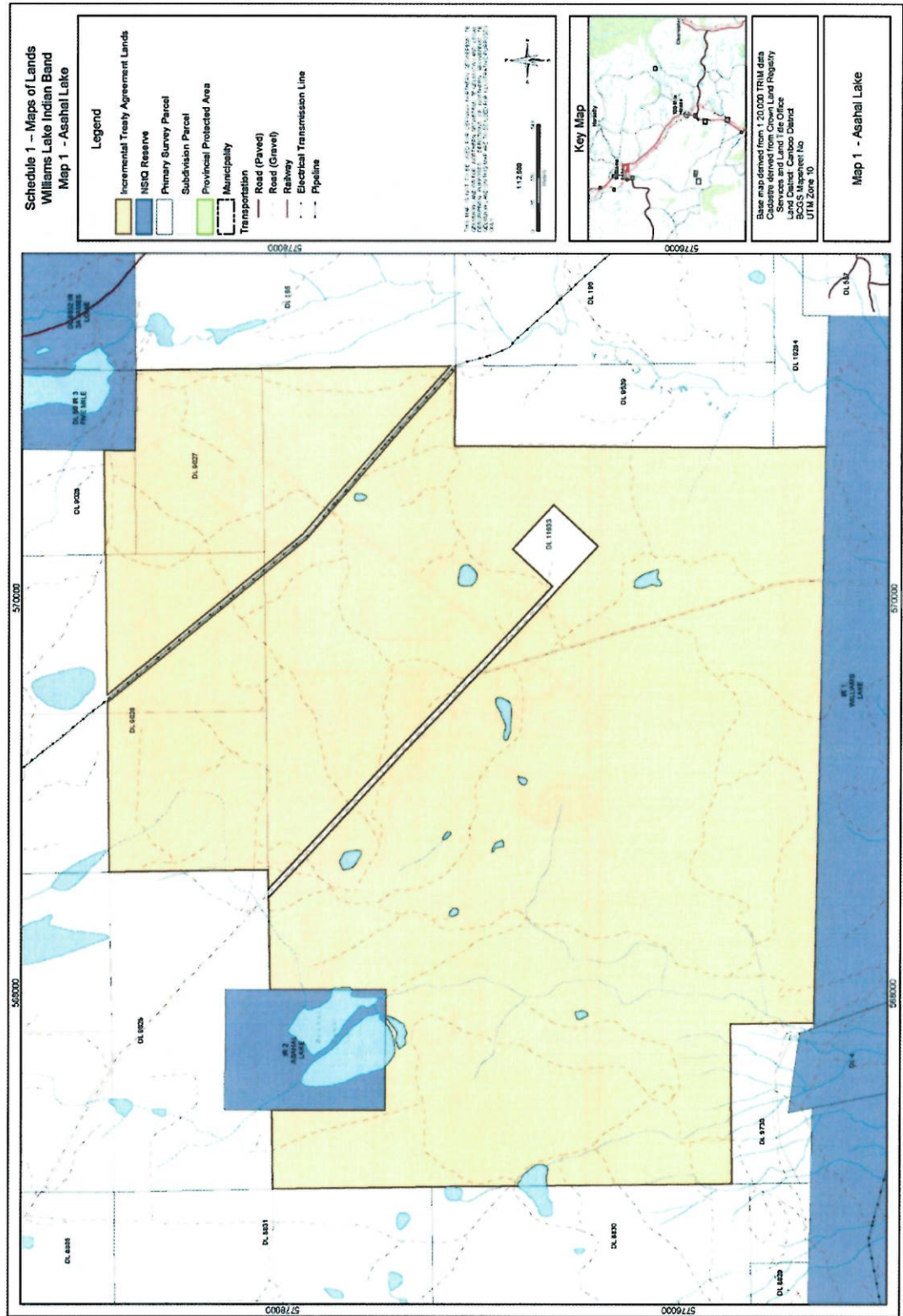


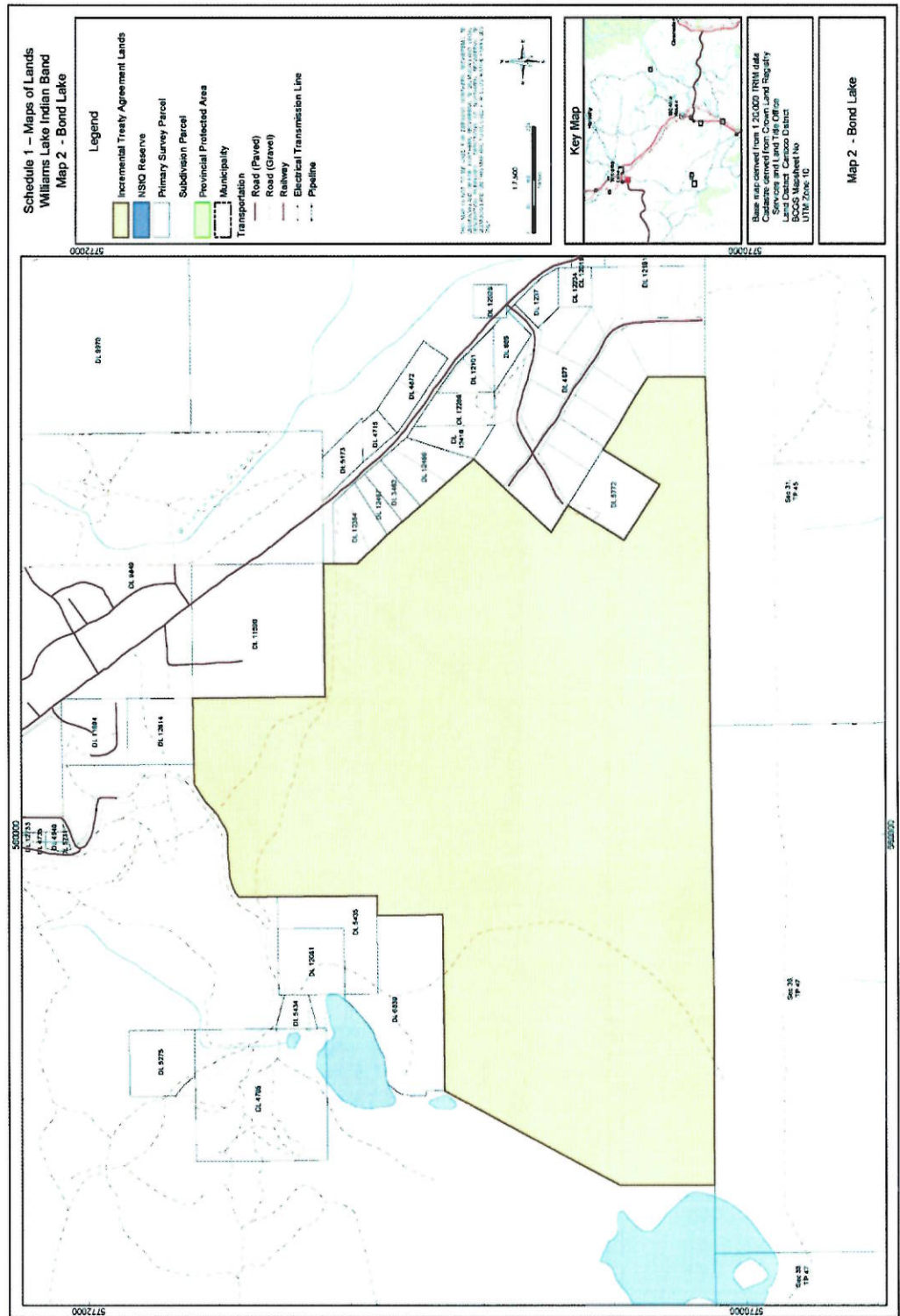
The Honourable John Rustad



Witnessed by
Print name: _____

Schedule “1” – Map of Lands for Illustrative Purposes





Schedule "2" – Permitted Encumbrances

Permitted Encumbrances
all interests registered on title under the <i>Land Title Act</i> as of the date of this Agreement
all subsisting exceptions and reservations of interests, rights, privileges and titles contained in any previous Crown grant of the land
all exceptions and reservations contained in section 50(1) of the <i>Land Act</i>
any conditional or final water license or substituted water license issued or given under the <i>Water Act</i> , or any prior enactment of the Province of British Columbia of like effect, and to the rights of the holder of it to enter on the land and to maintain, repair and operate any works permitted on the land under the license at the date of the crown grant
all subsisting grants to, or subsisting rights of any person made or acquired under the <i>Mineral Tenure Act</i> , <i>Coal Act</i> or <i>Petroleum and Natural Gas Act</i> or under any prior or subsequent enactment of the Province of British Columbia of like effect
all other liens, charges, interests and encumbrances granted by the Province, with the prior written consent of the T'exclic prior to the Closing Date
a restrictive covenant in favour of Her Majesty the Queen in right of the Province of British Columbia to be registered against the title to this property in the form attached as Schedule 3 (Additions to Reserve Restrictive Covenant)
the Profit a Prendre substantially in the form attached hereto as Schedule 7

Schedule "3" - Addition to Reserve Restrictive Covenant

LAND TITLE ACT

FORM C

(Section 233)

Province of
British Columbia

GENERAL INSTRUMENT- PART 1 (This area for Land Title Office Use) Page 1 of 4 pages

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

(Signature of Solicitor or Authorized Agent)

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

(PID)	(LEGAL DESCRIPTION)
-------	---------------------

3. NATURE OF INTEREST:*

Description	Document Reference (Page and paragraph)	Person Entitled to Interest
Section 219 Covenant	Entire Document	Transferee (Grantee)

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

- | | | | |
|-----|-----------------------------|-------------------------------------|---------------------------------------|
| (a) | Filed Standard Charge Terms | <input type="checkbox"/> | D.F. No. |
| (b) | Express Charge Terms | <input checked="" type="checkbox"/> | Annexed as Part 2 |
| (c) | Release | <input type="checkbox"/> | There is no Part 2 of this instrument |

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

3. TRANSFEROR(S):* (Grantor)

3. TRANSFEREE(S): (Including postal address(es) and postal code(s))* (Grantee)

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Forests, Lands, and Natural Resource Operations, Parliament Buildings, PO Box 9049, STN PROV GOVT, Victoria, British Columbia, V8W 9E2

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer
Signature(s)

Execution Date

Y	M	D

Party(ies) Signature(s)

By
Its authorized signatory(ies):

Print Name:

--	--	--

Print Name: _____

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D.

TERMS OF INSTRUMENT – PART 2

WHEREAS:

- A. The Grantor is the registered owner of:

(the "Land");

- B. Under section 219 of the *Land Title Act*, there may be registered against title to any land, conditions or covenants in favour of the Grantee that the land, or any specified portion thereof, is not to be used other than in accordance with the terms of a covenant.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One (\$1.00) Dollar now paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, and pursuant to section 219 of the *Land Title Act*, the Grantor covenants and agrees with the Grantee as follows:

1. The Grantor covenants and agrees that the Grantor will not, in the absence of consent by the Grantee, transfer, alienate or deal with the Land in any manner which would see it incorporated into or become part of:

- a. Reserves or special reserves as defined in the *Indian Act*; or
 - b. "Lands reserved for the Indians" under section 91(24) of the *Constitution Act, 1867*.
2. Wherever the singular or masculine are used in this Agreement, they shall be construed as meaning the plural or feminine or body corporate where the context or the parties so require.
3. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.
4. The Grantor will indemnify and save harmless the Grantee from all actions, causes of action, claims demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional advisors, arising out of any breach, violation or non-performance by the Grantor of the covenants set out in section 1.
5. No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Grantee unless such waiver is expressed in writing by the Grantee and the waiver by the Grantee of any such term, condition, covenant or other provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of that or any other term, condition, covenant or other provision of this Agreement.
6. This Agreement will be interpreted according to the laws of the Province of British Columbia.
7. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference includes a reference to any subsequent enactment of the Province of British Columbia of like effect and, unless the context otherwise requires, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
8. If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or section, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.
9. This Agreement will be registered as a charge against the Land pursuant to section 219 of the *Land Title Act*.

IN WITNESS WHEREOF the Grantor has executed this Agreement on Form C attached.

END OF DOCUMENT

Schedule "4" - Designated Company Agreement

This Agreement is dated for reference _____, 2012.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Aboriginal Relations and Reconciliation [address]

(the "Province")

AND:

_____, a company incorporated under the laws of British Columbia and having its principle place of business at [address]

(the "Designated Company")

(collectively referred to as the "Parties" and individually referred to as a "Party")

WHEREAS:

- A. The Province and the T'exelc have entered into an agreement dated _____ (the "Incremental Treaty Agreement") pursuant to which the Province will transfer to the Designated Company fee simple title to those lands legally described as:

[Insert Legal Description of lands]

(the "Lands")

- B. The T'exelc and the Designated Company have agreed that, as a condition of the transfer of the Lands, the Designated Company will execute and deliver this Agreement on the terms set out below.

NOW THEREFORE the Province and the Designated Company agree as follows:

1. **Defined Terms.** The terms "Province" and "T'exelc" and any other capitalized terms used in this Agreement and defined in the Incremental Treaty Agreement will have the meaning given to those terms in the Incremental Treaty Agreement.
2. **Environmental Condition.** The Designated Company waives the requirement, if any, of the Province to provide a site profile as defined in the *Environmental Management Act* in connection with its acquisition of the Lands.

3. **ITA Binding.** Without limiting the generality of the foregoing, the terms of the Incremental Treaty Agreement relating to the Lands which are for the benefit of the Province are legally binding on the Designated Company as if the Designated Company was a party to the Incremental Treaty Agreement, including, without limitation, 4.1, 13.1-13.3 and 13.5 of the Incremental Treaty Agreement.
4. **Enforcement of ITA.** The Province may, in its sole discretion, enforce any term or condition of the Incremental Treaty Agreement, including any obligation, covenant or indemnity of the T'exelc, against the Designated Company or the T'exelc or both of them.
5. **Legal Advice.** The Designated Company acknowledges that it has had full opportunity to review the terms and conditions of this Agreement and the Incremental Treaty Agreement, a copy of which is attached as Schedule A, and to seek independent legal advice with respect to their terms and conditions.
6. **Entire Agreement.** This Agreement is the entire agreement between the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement. The Schedules and Appendices to this Agreement form part of this Agreement.
7. **Further Acts and Assurances.** The Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.
8. **No Implied Waiver.** Any waiver of:
 - a) a provision of this Agreement;
 - b) the performance by a Party of an obligation under this Agreement; or
 - c) a default by a Party of an obligation under this Agreement,will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.
9. **Successors.** This Agreement will enure to the benefit of and be binding on the Designated Company and its successors and the Province.
10. **No Admissions.** Nothing in this Agreement will be construed as an:

- a) admission by the Province of the validity of any claim by the T'exelc to a specific treaty or aboriginal right or aboriginal title within the meaning of section 35 of the *Constitution Act, 1982*; or
- b) acknowledgment by the Province that it has an obligation to provide financial or economic accommodation to the T'exelc.

11. **Not a Treaty.** This Agreement does not:

- a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982* (Canada); or
- b) recognize, affirm, define, deny, limit or amend any aboriginal rights or titles or any responsibilities of the Parties except as set out in this Agreement.

12. **No Fettering.** Nothing in this Agreement will be interpreted in a way that fetters the discretion given to any Provincial Official in an enactment.

13. **Amendment.** This Agreement may be amended from time to time by the Parties in writing.

14. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

15. **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile transmission.

Signed by the Designated Company as of _____, 20__ by:

[Name of Company]

Per: Authorized Signatory

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA by the Minister of Aboriginal Relations and Reconciliation or the Minister's authorized representative as of _____, 20____:

The Honourable John Rustad
Minister of Aboriginal Relations and Reconciliation
or the Minister's authorized representative

Schedule "5" – GST Certificate

FORM 221(2)(b) (CERTIFICATE AS TO REGISTRATION STATUS OF PURCHASER)

Certificate as to Registration Status of Purchaser

(Paragraphs 221(2)(b) and (c))

FROM: *[the "Vendor"]*

TO: *[the "Purchaser"]*

RE: *[the "Property"]*

THE PURCHASER HEREBY CERTIFIES TO THE VENDOR PURSUANT TO PARAGRAPHS 221(2)(b) AND (c) OF *THE EXCISE TAX ACT* (THE "ACT") THAT THE PURCHASER:

is a prescribed recipient under the Act.

[OR]

is registered under Part IX of the Act, its registration number is *[number]* and the Purchaser will account for the tax payable in respect of the purchase of the Property in accordance with the Act.

The Purchaser acknowledges that the Vendor is relying on this Certificate in connection with the sale of the Property.

Each term that is used in the Certificate and that is defined in, and for the purposes of, Part IX of the Act has the meaning assigned to it in Part IX of the Act.

DATED *[month, day, year]*.

[Name of Corporate Vendor]

[Name of Individual Vendor]

Per: _____

Schedule 6

Consent of T'exelc in relation to Property Transfer Tax Matters

TO WHOM IT MAY CONCERN:

1. Article ____ of the Incremental Treaty Agreement (the Agreement) between the Province of British Columbia and the T'exelc, executed [date of execution], provides that the Province is responsible for property transfer tax payable under the *Property Transfer Tax Act* (RSBC 1996), c. 378 in relation to the transfer of land under the Agreement (the Property Transfer Tax).
2. In the event that:
 - a. an exemption from Property Transfer Tax is not enacted prior to the date on which payment of that tax is due, or
 - b. the Province pays the Property Transfer Tax,then T'exelc hereby
 - c. authorizes the Ministry of Finance and the Ministry of Aboriginal Relations and Reconciliation to deal directly with one another in regard to all matters relating to the Property Transfer Tax, and
 - d. agrees that if there is any refund payable in respect of the Property Transfer Tax paid by the Province, then the amount of that refund may be retained by the Province.

Executed on the ____ day of _____, 20__

Signature of the duly authorized signatory for the T'exelc.

Name and Title (please print)

Schedule "7" – Profit À Prendre

PART 2 – TERMS OF INSTRUMENT

WHEREAS:

- A. The terms used in these recitals are the terms defined below.
- B. The Transferor is the registered owner of the Lands.
- C. The "Province" had title to the Lands immediately prior to the Transferor and had granted the Licence to 153 Mile Ranch Limited, the owner of the Ranch Lands to allow range use on that part of the Lands and the adjacent lands as described in the Licence.
- D. By way of this Agreement, the parties intend for the Province to obtain sufficient rights to the Lands in order that:
 - a) the Licence may continue as between the Province and the owner of the Ranch Lands; and,
 - b) inter alia, the *Range Act* and the *Forest and Range Practices Act* and any regulations made thereunder, all as may be amended or replaced from time to time, apply to the interest in the Lands granted hereunder.

NOW THEREFORE in consideration of \$10.00 and other good and valuable consideration now paid by the Province to the Transferor (the receipt and sufficiency which is hereby acknowledged), the parties hereby agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires,

"Agreement" or "Instrument" means the agreement described in this Part 2 of the Terms of Instrument;

"Animal Unit Month" has the same meaning as in the *Range Act*;

"FRPA or Forest and Range Practices Act" means the *Forest and Range Practices Act* and any regulations made under the *Forest and Range Practices Act*, all as may be amended or replaced from time to time;

"Lands" means the lands described in item 2 of Part 1 of this Instrument;

"Licence" means the grazing licence No. RAN076891 dated January 1, 2007, and its replacement attached as Schedule "A", as may be amended, or replaced in accordance with the *Range Act* from time to time, or assigned to a new owner of the Ranch Lands, from time to time.

“Licencee” means the holder of the Licence;

“Province” means the Transferee on Part 1 of this Instrument, Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister responsible for the *Land Act*;

“Ranch Lands” means the lands described in Schedule C of the Licence as held by Crown Grant;

“Range Act” means the *Range Act* (BC) and any regulations made under the *Range Act*, all as may be amended or replaced from time to time;

“Range Use Plan” means the range use plan pertinent to the License, required under FRPA, and with a date of commencement of January 1, 2012, as may be amended or replaced in accordance with *FRPA* from time to time; and,

“Transferor” means the owner of the Lands.

2.0 GRANT OF PROFIT À PRENDRE

2.1 The Transferor hereby grants, conveys, sets over and transfers to the Province the following interest in the Lands, by way of a profit à prendre, that is to say, the full right, liberty and authority to the Province and its agents, licencees and contractors, and its and their respective officers, servants and workmen, with all necessary equipment, to:

- (a) enter upon and use the Lands with a non-exclusive right of access for the purpose of grazing up to a maximum capacity of 450 Animal Unit Months, and otherwise in accordance with the Licence and the grazing schedule in the Range Use Plan, and all other matters incidental thereto including, for greater certainty, timber cutting for range management purposes;
- (b) authorize licencees in accordance with the *Range Act* and other applicable laws, from time to time, to exercise the rights granted under this Agreement; and
- (c) access the Lands for the purpose of enforcing the Licence.

2.2 This grant of profit à prendre is subject to the existing terms contained in any original grant or contained in any other disposition from the Crown with respect to the Lands.

2.3 For greater certainty, any timber cut by the Province or its licencees for range management purposes remains the sole property of the Transferor.

2.4 The Province will only exercise the rights granted under this Agreement by way of a licence issued under the *Range Act* and in accordance with other applicable laws, from time to time.

3.0 TERM OF PROFIT À PRENDRE

- 3.1 Subject to the Transferor's termination rights under Article 7, the term of this Agreement shall be for the term of the Licence. Subject to sections 3.2 and 3.3, the Province will provide the Transferor with a copy of any amendment (as it pertains to the Lands), replacement or assignment of the Licence within 30 days of the amendment or replacement having been agreed to by the parties to the Licence or the Province receiving notice of the assignment.
- 3.2 The Province will notify the Transferor of any replacement of the License between 12 to 30 months in advance of the end of the term of the Licence. The Province will review, and to the extent requested by the Transferor, discuss the feedback provided by the Transferor. Subject to its obligations under the *Range Act* and other applicable laws, the Province will make reasonable efforts to address any reasonable concerns raised by the Transferor.
- 3.3 The Province agrees that:
- (a) the Licence may not be amended to increase the Licencee's rights under the Licence as it pertains to the Lands; and
 - (b) a new licence under the *Range Act* may not be issued for the Lands if the Licence is cancelled;

without the Transferor's prior written consent which may be withheld by the Transferor in its sole discretion.

4.0 PROVINCE'S COVENANTS

- 4.1 The Province covenants and agrees:
- (a) in the normal course of the Province's management of lands, to carry out the rights granted under this Agreement in a good and workmanlike manner, and in accordance with the Licence, the *Range Act* and the *Forest and Range Practices Act*, and to the extent reasonably possible, to maintain and keep the Lands in a safe, clean and sanitary condition;
 - (b) to observe and comply with all laws, bylaws, order, directions, ordinances and regulations of any competent governmental authority relating to the Lands, and the entry on, occupation and use of the Lands;
 - (c) not to commit or suffer any willful or voluntary waste, spoil or destruction of the Lands;
 - (d) to pay for the cost of the supply to, or use and consumption on, the Lands of electricity, gas, water, and other utilities provided that the costs of such utilities is

determined by separate metering and is a result of the exercise of the rights of this Agreement;

- (e) to reimburse the Transferor for any loss caused to the Transferor as a result of the Province's or the Licencee's negligent or wilful default in the use of the Lands; and,
- (f) in the normal course of the Province's management of lands:
 - (i) to enforce the terms of the Licence as against the Licencee, including without limitation, to amend or cancel the Licence in accordance with the *Range Act*; and,
 - (ii) to ensure that the Licencee and all other persons for whom the Province is responsible in law comply with the Province's obligations under this Agreement.

4.2 Without limiting section 4.1(f), at the request of the Transferor, acting reasonably, the Province will investigate any potential or alleged breaches of the Licence by the Licencee.

5.0 TRANSFEROR'S OBLIGATIONS

5.1 The Transferor covenants and agrees not to do anything, nor allow any person to do anything, that will interfere with, obstruct or impede the rights granted hereunder to the Province with respect to the Lands.

5.2 Without limiting the generality of section 5.1 and subject to Article 6, the Transferor must not, nor must it allow any person to, erect, place, install or maintain any building, structure, foundation or any fixture or chattel whatsoever, or carry out any timber harvesting, that will interfere with, obstruct or impede the rights granted hereunder to the Province with respect to the Lands.

5.3 The Transferor covenants and agrees that the Province, performing and observing the terms, covenants and conditions on its part to be performed and observed will and may peaceably hold and enjoy the rights, licences, liberties, rights of way, privileges and easements granted to it by this Instrument without hindrance, molestation or interruption on the part of the Transferor or of any person claiming by, through, under or in trust for, the Transferor.

5.4 Without limiting the generality of section 10.9 the Transferor acknowledges and agrees that grazing by the Licencee is subject to the Licence being in effect and with respect thereto the Transferor shall at the request of the Province execute all other necessary documents required to allow and enable the Province to keep the Licence in effect in accordance with the terms of this Agreement. For greater certainty, unless the Transferor consents in its sole discretion, this provision shall not apply to the issuing of a new licence on the Lands if the Licence is cancelled. The Transferor covenants and agrees to obtain from any prospective

purchaser, leaseholder, tenant and other transferee of the Lands, an agreement to be bound by the terms of this Agreement.

6.0 FORESTRY ACTIVITIES

- 6.1 The Province acknowledges that the Transferor intends to use the lands for forestry operations and will not dispute the Transferor carrying out such forestry operations if, in the Province's opinion, acting reasonably, the forestry operations are compatible with the grazing rights granted and the obligations of the Transferor in this Agreement. For greater certainty, nothing in this section shall be interpreted to fetter the discretion of the Minister acting under the *Range Act* or the *FRPA*.

7.0 TERMINATION

- 7.1 Subject to section 7.2, if the Province fails to observe, abide by and comply with the provisions of this Agreement and its default or failure continues for 90 days after the Transferor gives written notice of the default or failure to the Province, this Agreement will, at the Transferor's option and with or without entry, terminate, and all of the Province's rights, interests and estate in the Lands will be absolutely forfeited to the Transferor.
- 7.2 If the condition complained of under section 7.1 requires more time to cure than 90 days, the Province will be deemed to have complied with the remedying of it if the Province commences remedying or curing the condition within 90 days of the written notice provided under section 7.1 and diligently completes the same.
- 7.3 On the expiration or earlier termination of this Agreement,
- (a) within 90 days, remove from the Land any structure that the Province and the Transferor want to remove, if the structure was placed on the Land by the Province or the Licensee during the term of this Agreement, and
 - (b) remove from the Land any structure that was placed on the Land by the Province or the Licensee during the term of this Agreement, that the Transferor, in writing, directs the Province to remove.

8.0 LIABILITY AND INDEMNITY

- 8.1 The Transferor will not be responsible for the death, injury, or theft of livestock, or theft or damage to property belonging to the Province or the Licensee, except arising from acts wilfully done by the Transferor or resulting from activities specifically authorized by the Transferor.

- 8.2 The Transferor will not be responsible for any damage to range developments, except damage wilfully done by the Transferor or resulting from activities specifically authorized by the Transferor.
- 8.3 The Province and the Licencee will have no claim against the Transferor for loss arising from deficiencies in the quality or quantity of forage on the Lands.
- 8.4 Unless caused by a breach of this Agreement by the Transferor, the Province will at all times save harmless and indemnify and keep the Transferor indemnified from and against all actions, proceedings, demands, claims, liabilities, losses, damages, judgments, costs and expenses including, without limitation, legal fees and disbursements on a solicitor and his own client basis, as the case may be, by reason of or arising out of the Licence. This section 8.4 will survive the termination of this Agreement

9.0 DISPUTE RESOLUTION

- 9.1 If a dispute arises between the Province and the Transferor regarding the interpretation of a provision of this Agreement or there is a dispute between the Licencee and the Transferor regarding the use of the Lands, appointed representatives of the Province and the Transferor will meet as soon as is practicable to attempt to resolve the dispute.
- 9.2 If the appointed representatives are unable to promptly resolve the matter, senior representatives of the Province and the Transferor will meet as soon as practicable to resolve the dispute.
- 9.3 Where a dispute is not promptly resolved by amicable negotiations, the Province and the Transferor may agree to attempt to resolve the dispute by mediated negotiation.
- 9.4 The Province will make reasonable efforts to involve the Licencee in dispute resolution meetings as appropriate.

10.0 GENERAL

- 10.1 This Agreement shall be registered against title to the Lands in the Land Title Office.
- 10.2 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 10.3 Nothing contained or implied herein shall prejudice or affect the rights and powers of the Province in the exercise of its functions under any public or private statutes, orders and

regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Instrument had not been executed and delivered by the Transferor.

- 10.4 Nothing in this Agreement is to be construed as affecting, defining, limiting or derogating from the Aboriginal title and rights of the Williams Lake First Nation or any obligation of the Province under section 35 of the *Constitution Act*, 1982, including any duty of the Province to consult.
- 10.5 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 10.6 Nothing in this Agreement constitutes the Transferor as the agent, joint venturer or partner of the Province.
- 10.7 The Parties agree that this Agreement shall be construed in accordance with, and be governed by, the laws of the Province of British Columbia and the laws of Canada applicable thereto.
- 10.8 The headings in this Agreement form no part of the conditions and shall be deemed to have been inserted for convenience only.
- 10.9 The parties will do such acts and things and execute such further assurances as may be requisite to implement the full intent and meaning of this Agreement.

11.0 PRIORITY AGREEMENTS

- 11.1 _____ is the registered chargeholder of _____ registered in the Land Title Office under # _____, for and in consideration of the sum of One Dollar (\$1.00) paid by the Province to the said chargeholder (the receipt whereof is hereby acknowledged), agree with the Province, its successors and assigns, that the within Agreement shall be an encumbrance upon the Lands in priority to the said charges in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

**SCHEDULE A
LICENCE**



Grazing Licence

For Ministry Use Only:

FILE #: 15700-20/153 Mile Ranch AGREEMENT #: RAN076891-1
STOCK RANGE: 150 Mile RANGE UNIT Spokin

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA
as represented by the DISTRICT MANAGER
MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
Cariboo-Chilcotin Natural Resource District
200-640 Borland Street
Williams Lake, British Columbia
V2G 4T1
(the "District Manager" and the "Province")

153 Mile Ranch Ltd.

AND:

("the Agreement Holder")

WHEREAS:

- A. The District Manager offered the Agreement Holder a replacement for Grazing Licence Number RAN076891-0, by June of 2015, pursuant to Section 23 of the *Range Act*. The Agreement Holder accepted the replacement offer, and;
- B. The parties have entered into this Licence pursuant to Section 23 of the *Range Act*.

THE PARTIES agree as follows:

1.00 TERM

1.01 The term of this Licence is 25 years beginning on **January 1, 2017**, and ending on **December 31, 2041**.

1.02 This Licence is replaceable under the *Range Act*.

2.00 AGREEMENT AREA

The area over which the rights are granted is the Crown range within the area outlined in bold black on the attached Exhibit A map, less any of the following:

- (a) exclusions noted on the Exhibit A; and
- (b) exclusions arising from Exhibit B conditions.

This Agreement does not authorize the use of any fee simple land within the bold black line for any purpose.

3.00 GRANT OF RIGHTS

3.01 Subject to this Licence and its associated Range Use Plan or Range Stewardship Plan:

- (a) the Agreement Holder may graze livestock, and
- (b) the Authorized Yearly Use is **1420** animal unit months ("AUMs").

4.00 ASSOCIATED LAND

For the purposes of section 29 of the *Range Act*, the Agreement Holder's associated lands are listed in Exhibit C of this agreement. These lands may include fee simple, leasehold interests in land or Indian Reserve.

5.00 RANGE USE PLAN or RANGE STEWARDSHIP PLAN

The Agreement Holder will prepare and maintain a Range Use Plan or Range Stewardship Plan as required in the *Forest and Range Practices Act*.

6.00 REPORTING

- 6.01 The District Manager, in a notice, may require the Agreement Holder from time to time to prepare and send a report containing such information as the District Manager requires regarding the Agreement Holder's performance of his/her obligations under or in respect of this Licence.
- 6.02 Upon receipt of a notice referred to in paragraph 6.01, the Agreement Holder, on or before the date specified in the notice, must submit a report to the District Manager containing the required information.

7.00 FINANCIAL

- 7.01 The Agreement Holder will pay annual rent, fees, fines and any other financial assessments as required under the *Range Act*.
- 7.02 The Agreement Holder will pay administrative penalties, fines, remediation costs, and any other financial assessments as required under the *Forest and Range Practices Act*.
- 7.03 The Agreement Holder will pay the interest on overdue accounts and any other financial assessments provided for by law and arising from the use of Crown range.
- 7.04 Fees and all other financial assessments must be paid as specified on the Province's invoices or statements.

8.00 LIVESTOCK OWNERSHIP AND CONTROL

The Agreement Holder will graze on the Agreement Area only livestock which the Agreement Holder owns, unless otherwise agreed to by the District Manager. The livestock will be marked with the holder's registered brand or marked in another manner approved by the District Manager.

9.00 INFECTIOUS OR CONTAGIOUS DISEASES

The Agreement Holder will not graze livestock which has any infectious or contagious disease or other condition that is a material risk to other livestock, wildlife or humans, on the Agreement Area or on any fee simple or leased lands that are not separated from Crown range by a fence or other barrier to livestock movement.

10.00 CLAIMS

- 10.01 The Agreement Holder will reimburse the Province for any loss caused to the Province as a result of the Agreement Holder's negligent or wilful default in the use of the Agreement Area.
- 10.02 The Province will not be responsible for the death, injury, or theft of livestock, or theft or damage to property belonging to the Agreement Holder.
- 10.03 The Province will not be responsible for any damage to range developments, except damage wilfully done by the Province or resulting from activities specifically authorized by the Province.
- 10.04 The Agreement Holder will have no claim against the Province for reimbursement for loss arising from deficiencies in the quality or quantity of forage on the Agreement Area.

11.00 NOTICES

Any notices will be served in the manner provided in the *Range Act*.

12.00 SPECIAL CONDITIONS

The Special Conditions, if any, are listed in Exhibit B of this Agreement. If there is any contradiction between any such conditions and any other terms of this Agreement, the Special Conditions will prevail.

13.00 REPRESENTATIONS

- 13.01 The Agreement Holder represents and warrants to the District Manager that:
 - (a) the Agreement Holder has the ability to undertake and complete its obligations under the Licence;
 - (b) he/she is the owner of the fee simple lands, the lessee of the leased lands, listed on the attached Exhibit C;
 - (c) has the ability to undertake and complete its obligations under the licence within the term;
 - (d) has the ability to carry out its obligations in a safe and environmentally sound fashion; and
 - (e) there is no legal or other reason why the Agreement Holder cannot enter into the Licence.

14.00 TERMINATION

- 14.01 The Agreement Holder can surrender this Licence at any time.
- 14.02 If the Agreement Holder commits an act of bankruptcy, completes a disposition or change in control of the Grazing Licence for the benefit of its creditors, or otherwise acknowledges its insolvency, the Agreement Holder is deemed to have failed to perform an obligation under this Licence.

15.00 MISCELLANEOUS

- 15.01 The laws of British Columbia will govern the interpretation of this Licence and the performance of the Licensees' obligations under this Licence.
- 15.02 The Exhibits attached to this Licence are deemed to be part of this Licence.
- 15.03 Nothing in this Licence authorizes the Agreement Holder to in any way restrict the Government's right of access to the Agreement Area.
- 15.04 The Agreement Holder must ensure that its employees, agents and contractors comply with the range legislation when engaging in or carrying out activities or operations under or associated with the Licence.

16.00 SIGNATURES

for
Michael C. Pedersen, R.P.F.

153 Mile Ranch Ltd.

*Or Authorized Signatory or Corporate Seal if the Agreement Holder is a Corporation

EXHIBIT B

**RANGE AGREEMENT RAN076891-1
Special Conditions**

1. OVERWINTERING

The Agreement Holder must overwinter at least 80 percent of the authorized livestock on the associated lands during the preceding winter (6 weeks before turn-out) unless they are in receipt of an authorization to the contrary signed by the District Manager.

2. CATTLE COUNT

The Agreement Holder shall make all livestock available for counting during the overwintering period. Provision for a summer count of non-agreement cattle on private pasture shall be made at the request of the Province.

EXHIBIT C
ASSOCIATED PRIVATE LANDS
RANGE AGREEMENT RAN076891

Land Description (Legal Description including Lot #, Land District, Section, T.P. Region)	Type of Holding (Crown Grant (CG), Ag. Lease (AL), Grazing Lease (GL), Private Lease (PL))	Purpose of Holding (Headquarters (HQ), Facilities (FAC), Forage base (FB), Hay Field (HF))
W ½ of W ½ DL 8892, Cariboo Land District (CLD)	CG	FB
BLK A, DL 6388, CLD	CG	FB
W ½ of NW ¼, DL 6385, CLD	CG	FB
DL 259, CLD	CG	FB
DL 167, Except Plans 23194 & 28377, CLD	CG	FB
NE4 DL 9026, CLD	CG	FB
NW4 DL 9026, CLD	CG	FB
DL 9037, CLD	CG	FB
DL 9038, CLD	CG	FB
DL 5112, CLD	CG	FB
BLK A, DL 310, CLD	CG	FB
DL 7300, CLD	CG	FB
NE ¼, DL 6384, CLD	CG	FB
BLK A, DL 6382, CLD	CG	FB
DL 5113, CLD	CG	FB
DL 713, CLD	CG	FB
BLK B, DL 310, CLD	CG	FB
DL 195, Except Plans 23991, 24258 and PGP47535, CLD	CG	HQ, FAC, FB
DL 116, CLD	CG	FB
DL 90, CLD	CG	FB
BLK A, DL 72, CLD	CG	FB
BLK A, DL 71, Except R/W PL 25975, CLD	CG	FB
DL 70, CLD	CG	FB
Lot B PL 28377, DL 543 & DL 91, CLD	CG	FB
Frac. NE4 DL 9025, CLD	CG	FB
NW4 DL 9025, CLD	CG	FB
DL 9539, CLD	CG	FB
Part N2, DL 6389, CLD	GL	FB
Part NW4, DL 6388, CLD	GL	FB
Part NW4, DL 6384, CLD	GL	FB
Part W2, DL 9029, CLD	GL	FB
Part NE4 DL 9029 & Portion DL 9034 Lease #511708, CLD	GL	FB
DL 9631, CLD	GL	FB
DL 12362, CLD	GL	FB
Part SE4, DL 9039, CLD	GL	FB
Part S2, DL 6382, Rem S2 DL 6382, CLD	GL	FB
Part S2, DL 6380, Except Plan 28, CLD	GL	FB
Part SW4, DL 6379, CLD	GL	FB
DL 6383, CLD	GL	FB
SW¼, DL 6379, CLD	GL	FB

