

SHISHALH RECONCILIATION AGREEMENT

This Agreement is dated for reference April, 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:

Sechelt Indian Band, established under the *Sechelt Indian Band Self-Government Act*, on behalf of itself and its Members, as represented by the Chief and Council

(the "shíshálh Nation")

WHEREAS:

- A. The Supreme Court of Canada in *Tsilhqot'in Nation v. British Columbia*, 2014 SCC 44, found that the Tsilhqot'in Nation had established Aboriginal title in British Columbia;
- B. The Province recognizes that the shíshálh people's aboriginal rights and title exist in shíshálh territory ("Territory"), that further processes are needed to identify their scope and geographic extent and to give full legal effect to those aboriginal rights and title, and that it is in the interests of both Parties to foster a stronger and more collaborative government-to-government relationship for land, resource, and economic development opportunities within the Territory;
- C. The Parties are committed to enhancing their government-to-government relationship by working together in a respectful, open and good faith manner; and
- D. The Parties recognize that the land transfers provided for in this Agreement are steps towards reconciliation of their interests.

NOW THEREFORE in consideration of the sum of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions. In this Agreement:

“Agreement” means this Reconciliation Agreement, including the Schedules and any letter, document, instrument or agreement executed or delivered pursuant to this Agreement;

“Approved Professional” means a person who is named on a roster established under s. 42(2) of the *Environmental Management Act*, S.B.C. 2003, c. 53;

“Chief” means, in respect of the shíshálh Nation, the chief within the meaning of the *Indian Act* and the Sechelt Indian Band Electoral Code, 2007;

“Closing” means the completion of any of the transfers of the Lands by the Province to the shíshálh Nation or a Designated Company under 7.5 by uploading to the electronic meet and filing in the Land Title Office;

“Closing Date” means the date or dates of Closing;

“Council” and “Band Council” means, in respect of the shíshálh Nation, the council within the meaning of the *Sechelt Band Self-Government Act*, S.C. 1986, c. 27, and the Sechelt Indian Band Electoral Code, 2007;

“Crown Grant” means a “Crown grant” as defined in the *Land Act*, RSBC 1996, c. 245;

“Designated Company” means a company incorporated under federal or provincial law, all the shares of which are wholly owned directly or indirectly, legally and beneficially, by the shíshálh Nation and which the shíshálh Nation has designated to take fee simple title to the Lands;

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

“Excluded Crown Corridor” means:

- a) a highway, as defined in the *Transportation Act*, S.B.C. 2004, c. 44, and
- b) subject to 9.4, the area of any other road, right-of-way, easement or licence over Crown land that is used for transportation or public utility purposes;

“Final Reconciliation Agreement” means an agreement between the Parties or between the Parties and Canada that provides certainty and a final reconciliation of the Parties’ respective interests;

"GST" means the goods and services tax imposed under the *Excise Tax Act*, R.S.C. 1985, c. E-15 (Canada) or equivalent tax imposed under federal or provincial law;

"Lands" means the following lands, subject to the Reservations and Excluded Crown Corridors, identified for illustrative purposes in Schedule 1 and, following approval by the Surveyor General of their survey or re-survey, the lands legally described in the survey or re-survey in Schedule 1:

- a) two areas, one on each side of the head of Narrows Inlet adjacent to Sechelt Band Lands Nos. 7 and 8, of no more than 148 hectares in total including any alternate lands identified under s. 8.9 or 9.6 (the "Narrows Inlet Parcels");
- b) an area of no more than 40 hectares on the west side of Sechelt Inlet adjacent to Sechelt Band Lands No. 27 including any alternate lands identified under 8.9 or 9.6 (the "Egmont Parcel"); and
- c) an area of no more than 100 hectares on south west mouth of Salmon Inlet including any alternate lands under 8.9 or 9.6 (the "Salmon Inlet Parcel").

"Member" means any individual who, with respect to the shíshálh Nation, is a "member of the band", as that phrase is defined in the *Indian Act*, R.S.C. 1985, c. I-5;

"Parties" means the Province and the shíshálh Nation and "Party" means either one of them;

"Permitted Encumbrances" means the liens, charges, and other interests on each of the Lands or any other encumbrances identified in Part 2 of Schedule 2;

"Proceeding" means any claim, demand, cause of action, action or other proceedings brought after the RA Date for any legal fees, expenses, costs, losses, damages or any other liability;

"Proposed Permitted Encumbrances" means the liens, charges, and other interests on each of the Lands identified in Part 1 of Schedule 2;

"Provincial Official" means:

- a) the Provincial Cabinet or Treasury Board, or the board of directors of any government corporation;
- b) any minister, public official, employee, contractor, agent or representative of the Province, including any statutory decision-maker; and

- c) any director, officer, employee, contractor, agent or representative of a government corporation.

“PST” means the sales tax imposed under the *Provincial Sales Tax Act*, S.B.C. 2012, c. 35 (BC) or equivalent tax imposed under federal or provincial law;

“RA Date” means the date on which this Agreement is executed by the Parties;
and

“Reservations” means the reservations and exceptions contained in sections 13, 50, 55, and 57 of the *Land Act*, RSBC 1996, c. 245 and all subsisting exceptions and reservations of interests, rights and privileges and title contained in any previous grant of land.

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

- Schedule “1” – Maps of Lands
- Schedule “2” – Encumbrances
- Schedule “3” – Designated Company Agreement
- Schedule “4” – Land Transfer Process
- Schedule “5” – GST Certificate

1.3 Amendment of Schedule. The Parties acknowledge and agree that, between the RA Date and the transfer of the Lands, Schedule 1 will require updating by the Province to reflect the surveying or re-surveying of the Lands. The Province will provide an updated Schedule to the shíshálh Nation which will be deemed to form part of this Agreement and, for greater certainty, will not constitute an amendment to this Agreement.

ARTICLE 2 – RECONCILIATION AND PURPOSE

2.1 Reconciliation. The shíshálh Nation acknowledges and agrees that the Lands transferred to the shíshálh Nation or a Designated Company in accordance with this Agreement constitute a contribution by the Province towards the reconciliation of the Province’s and the shíshálh Nation’s interests.

2.2 Purpose. The purpose of this Agreement is to provide the shíshálh Nation with land as a reconciliation benefit that will be transferred in accordance with this Agreement and, if a Final Reconciliation Agreement is concluded, will, on the Effective Date, become an element of the Final Reconciliation Agreement.

ARTICLE 3 – LAND TRANSFER PROCESS

- 3.1 **Schedule 4.** The typical steps that are required to be completed before a Crown Grant is issued or a fee simple title held by the Province is transferred, and the typical time frames required for those steps, are described in general terms in Schedule 4.
- 3.2 **No legal effect.** The Parties acknowledge and agree that nothing in section 3.1 or Schedule 4 creates any legally binding obligation or gives rise to any Proceeding against the Province and they will not be construed as resulting in any obligation on or representation or warranty by the Province in respect of the matters referred to therein.

ARTICLE 4 - COMING INTO EFFECT AND TERMINATION

- 4.1 **RA Date.** This Agreement comes into effect when it has been executed by the Parties and, where it has been executed in counterparts, on the date on which it is executed by the last Party signing the Agreement.
- 4.2 **Termination.** This Agreement may be terminated in writing after the Closing of the Egmont Parcel:
- a) by the Parties on a date and terms mutually agreed to by the Parties; or
 - b) by either Party pursuant to the Government to Government Agreement;
- 4.3 **Survival of Lands Conditions.** Subject to a Final Reconciliation Agreement, where any of the Lands are transferred under this Agreement, Articles 8 (Condition of Lands), 11 (Utilization of Lands) and 13 (Other First Nation 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.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

- 5.1 **shíshálh Nation Representations.** The shíshálh Nation 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) 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 shíshálh Nation and its Members;
 - c) it is a legal entity, the legal status of which is recognized under the laws of British Columbia;

- d) it 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;
- e) the Province has fulfilled its obligation to consult with the shíshálh Nation in relation to the transfer of the Lands to the shíshálh Nation or a Designated Company and the Permitted Encumbrances;
- f) any company designated by the shíshálh Nation for the purposes of this Agreement will be a Designated Company; and
- g) the Designated Company has the legal power, capacity and authority to carry out its obligations under each agreement and transaction to which it is a party in accordance with this Agreement.

5.2 Provincial Representations. The Province represents and warrants to the shíshálh Nation, with the intent and understanding that they will be relied on by the shíshálh Nation 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 6.2, 6.3, and 6.4 it will have the legal power, capacity and authority to transfer the fee simple title to the Lands under this Agreement.

ARTICLE 6 – CONDITIONS PRECEDENT

6.1 shíshálh Nation Resolution. Prior to the execution of this Agreement, the shíshálh Nation will deliver to the Province a resolution duly passed and executed by its elected Council confirming approval of this Agreement and authorizing the shíshálh Nation's representatives named in the resolution to execute this Agreement on behalf of the shíshálh Nation.

6.2 Conditions Precedent (General). The Province's obligation to transfer any of the Lands to the shíshálh Nation or a Designated Company under this Agreement is, with respect to each of the Lands, subject to:

- a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, R.S.B.C. 1996, c.138, to enable the Province in any fiscal year, when any expenditure in respect of an obligation may be required, to make that expenditure;
- b) Treasury Board, as defined in the *Financial Administration Act*, R.S.B.C. 1996, c.138, not having controlled or limited expenditure under any appropriation necessary in order to make such payment;

- c) there being specific monies available within an approved Ministry of Aboriginal Relations and Reconciliation budget to complete any required surveys of the Lands;
- d) the Province being satisfied that it has undertaken sufficient inter-ministry consultation with respect to the transfer of the Lands, including obtaining Cabinet approval; and
- e) the Province being satisfied that it has fulfilled any consultation obligations it may have with respect to assertions of any aboriginal rights and aboriginal title to the Lands by First Nations other than the shíshálh Nation.

6.3 Conditions Precedent to Land Transfers. In addition to and without limiting the generality of the conditions precedent under 6.2, the Province's obligation to transfer any of the Lands to the shíshálh Nation or a Designated Company under this Agreement is, with respect to each of the Lands, subject to:

- a) surveys for the Lands having been completed and approved by the Surveyor General in accordance with provincial laws on or before the applicable Closing Date;
- b) the Province being satisfied that it has taken all acts necessary to ensure that access to Excluded Crown Corridors on and to Crown lands beyond the Lands will continue after transfer of the Lands to the shíshálh Nation;
- c) the Province having given notice that the minister responsible has authorized the disposition of the Lands in accordance with provincial law;
- d) if the Lands are transferred in phases, all obligations of the shíshálh Nation and the Designated Company having been fully performed in accordance with this Agreement with respect to the previously transferred Lands; and
- e) the representations and warranties of the shíshálh Nation under this Agreement being true and correct on the applicable Closing Date.

6.4 Conditions Precedent (Salmon Inlet Parcel and Narrows Inlet Parcels). In addition to and without limiting the generality of the conditions precedent under 6.2 and 6.3, the Province's obligations to transfer the Salmon Inlet Parcel and the Narrows Inlet Parcels to the shíshálh Nation or a Designated Company is subject to the completion of a site profile and any remediation required under 8.7 for each parcel.

6.5 Satisfaction of Conditions Precedent. The Province will not be required to satisfy its conditions precedent under 6.2 to 6.4, inclusive, until such time as the

shíshálh Nation has notified the Province in writing that it is prepared to proceed with the transfer of the Lands under this Agreement.

- 6.6 **Waiver of Conditions Precedent.** The conditions precedent set out in 6.2 to 6.4 inclusive are for the sole benefit of the Province and may be waived by the Province on notice to the shíshálh Nation.

ARTICLE 7 – TRANSFER OF LANDS

- 7.1 **Pre-Closing Deliveries by the shíshálh Nation.** Not less than 60 days before the Closing Date, the shíshálh Nation will deliver to the Province a direction identifying the Designated Company that will take title to the Lands.
- 7.2 **Closing Deliveries by Province.** Subject to the Permitted Encumbrances, Reservations and terms of this Agreement, including the satisfaction or waiver of the conditions precedent under 6.2 and 6.3, as applicable, the Province will, with respect to each transfer, provide the Designated Company with a Crown Grant transferring the indefeasible title to the Lands within 120 days after the issuance of a ministerial order authorizing the disposition.
- 7.3 **Closing Deliveries by the shíshálh Nation.** Not less than 14 days before the Closing Date for each transfer, the shíshálh Nation will execute and deliver, or cause to be executed and delivered, or deliver, as the case may be, to the Province:
- a) if applicable, an agreement executed by the Designated Company in the form attached as Schedule 4 in relation to the applicable Lands;
 - b) a certificate in the form attached as Schedule 6 signed by the shíshálh Nation or, if applicable, an officer of the Designated Company confirming the shíshálh Nation or Designated Company's GST registration number and registered status;
 - c) all such other documents that may be necessary or advisable for the shíshálh Nation or the Designated Company to provide to complete the transactions contemplated under this Agreement.
- 7.4 **Registration of Lands.** All Lands transferred under 7.2 will be registered in the Land Title Office.
- 7.5 **Closing Procedure.** The legal counsel for the shíshálh Nation and the Province or if applicable, the legal counsel for the Designated Company 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) use the Land Title and Survey Authority electronic filing system; and
- b) provide a copy of all documents filed under 7.4 to legal counsel for the other Party and if applicable, legal counsel for the Designated Company.

7.6 **Diligence.** The Parties recognize that the timely implementation of this Agreement is important to their ongoing relationship and they agree to diligently pursue their respective land transfer obligations under this Agreement.

ARTICLE 8 – CONDITION OF LANDS

8.1 **Lands “As Is”.** The shíshálh Nation acknowledges and agrees that any of the Lands acquired by it or a Designated Company under this Agreement are acquired “as is”.

8.2 **Viability of Lands.** The shíshálh Nation acknowledges and agrees that the Province has not given any representation or warranty concerning:

- a) physical access to the Lands, including overland access, and has no obligation to provide for or pay any costs associated with access to the Lands;
- 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 them by the shíshálh Nation or 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.

8.3 **Environmental Condition of Lands.** The shíshálh Nation:

- a) subject to 8.7, waives the requirement, if any, of the Province to provide a site profile as defined in the *Environmental Management Act*, S.B.C. 2003, c. 53 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 the Salmon Inlet Parcel, including surface water and groundwater, the presence or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Lands or on or under any

surrounding or neighbouring land, or the current or past uses of the Lands or any surrounding or neighbouring land.

8.4 Information Relating to Environmental Condition of Lands. The Province will provide shíshálh Nation with a copy of the Stage 1 environmental reports for Narrows Inlet Parcels, Egmont Parcel and Salmon Inlet Parcel prepared by Keystone Environmental and any follow up reports ("KeyStone Reports").

8.5 Environmental Responsibility for Lands. The shíshálh Nation will from and after the Closing Date:

- a) assume all environmental liabilities relating to the Lands including, but not limited to, all liability for the clean-up of any toxic, hazardous, dangerous or potentially dangerous substances or conditions on or under the Lands or migrating from the Lands (including surface water and groundwater) including the cost of remediation required under the *Environmental Management Act*, S.B.C. 2003, c. 53;
- b) release the Province and all Provincial Officials from and against all Proceedings and all losses, damages, expenses, costs and any other liability with respect to all environmental liabilities relating to the Lands, including any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances migrating from the Lands; and
- c) indemnify and save harmless the Province and all Provincial Officials from and against all Proceedings and all losses, damages, expenses, costs, legal fees and any other liability they may suffer or incur, directly or indirectly, after the Closing arising out of or in connection with all environmental liabilities relating to the Lands, including any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances migrating from the Lands except where the losses damages, expenses or costs arise out of or in connection with the migration of toxic, hazardous, dangerous or potentially dangerous substances from the Lands that occurred prior to the Closing Date

8.6 Environmental Condition of Salmon Inlet Parcel and Narrows Inlet Parcels. The shíshálh Nation acknowledges and agrees that the Salmon Inlet Parcel and Narrows Inlet Parcels may have toxic, hazardous, dangerous or potentially dangerous substances or conditions on or under it or migrating from it (including surface water and groundwater).

8.7 Environmental Remediation by the Province of Salmon Inlet Parcel and Narrows Inlet Parcels. Subject to the Parties reaching agreement on Excluded Crown Corridors under section 9.4 and Permitted Encumbrances under section 9.2 in respect of the Salmon Inlet Parcel and Narrows Inlet Parcels:

- a) upon receipt of notice from the shíshálh Nation of its intended use for the lands, the Province, with input from shíshálh Nation, will obtain or confirm recommendations from an Approved Professional for remediation measures for the land having regard to the applicable remediation standards and provisions under the *Environmental Management Act*, S.B.C. 2003, c. 53 and regulations; and
- b) following receipt of the Approved Professional's recommendations and notice from the shíshálh Nation that it wishes to proceed with the Closing, the Province will seek all required approvals from Treasury Board and Cabinet to proceed with the recommended remediation and with respect to the limit of the associated costs payable by the Province. Any remediation under this agreement will be subject to the receipt and limits of these approvals;
- c) if approvals under 8.7 (b) are obtained either Party may elect not to proceed with the remediation of the lands or a portion of the lands in question, or if Treasury Board and Cabinet do not provide the approval to proceed with the recommended remediation, the Parties will enter into negotiations for alternate lands pursuant to 8.9, and the Province will have no obligation under 8.7 to remediate the lands or the portion of the lands in question;
- d) if approvals under 8.7 (b) are obtained and the Parties elect to proceed with the remediation of the lands or a portion of the lands, the Parties will agree on a date for commencement and the Province will undertake or cause to be undertaken the remediation recommended by an Approved Professional including the cost of the site profile, the cost of the remediation and any other costs, including taxes and professional fees, related to its remediation; and
- e) the Parties agree that the remediation of the Salmon Inlet Parcel will include the removal of the following from the lands:
 - i. approximately 15 structures including a residence, cabins, outhouses, chicken coops, and a chapel/gym;
 - ii. scaffolds;
 - iii. 205L drums;
 - iv. pressurized gas tanks;
 - v. metal debris;
 - vi. cooking stove;
 - vii. trailer hitch;
 - viii. tractor with hitch;
 - ix. truck;
 - x. mini Bobcat; and
 - xi. school bus.

8.8 Limit on Remediation of Salmon Inlet Parcel and Narrows Inlet Parcels. For greater certainty:

- a) the Province's responsibility for remediation of the Lands is limited to remediation of the Salmon Inlet Parcel and the Narrows Inlet Parcels and, for greater certainty, no other Lands or lands adjacent or proximate to the Salmon Inlet Parcel and the Narrows Inlet Parcels;
 - b) the Province's liability for the cost of remediating the Salmon Inlet Parcel and the Narrows Inlet Parcels, whether under the *Environmental Management Act*, S.B.C. 2003, c. 53 or on any other basis whatsoever, is limited to those amounts specified by Treasury Board or Cabinet under s. 8.7 b); and
 - c) nothing in this Agreement limits the Province's ability to recover the costs incurred by it in conducting a site profile or remediating the Salmon Inlet Parcel or the Narrows Inlet Parcels from any "responsible person" as defined under the *Environmental Management Act*, S.B.C. 2003, c. 53.
- 8.9 Alternate Land.** If the Parties elect not to remediate the Salmon Inlet Parcel or Narrows Inlet Parcels under s. 8.7 then the Parties will negotiate and make best efforts to work collaboratively to identify and to reach agreement on alternate lands as follows:
- a) another parcel or parcels of land to replace the Salmon Inlet Parcel or Narrows Inlet Parcels, that may be transferred to the shíshálh Nation or a Designated Company, or
 - b) amendments to the boundaries of the Narrows Inlet Parcels or the Salmon Inlet Parcel as the case may be.

ARTICLE 9 – EXCLUSIONS AND ENCUMBRANCES

- 9.1 Reservations.** The shíshálh Nation acknowledges that it is familiar with the Reservations referred to in this Agreement and accepts fee simple title to each of the Lands subject to those Reservations.
- 9.2 Proposed Permitted Encumbrances.** The Parties will use the following process to identify Permitted Encumbrances for the purposes of this Agreement:
- a) Proposed Permitted Encumbrances are listed in Part 1 of Schedule 2, as soon as practicable after the RA date, the Province will identify in writing any additional Proposed Permitted Encumbrances and Schedule 2 will be amended to include the additional Proposed Permitted Encumbrances and will provide particulars of any and all Proposed Permitted Encumbrances including any legal instruments;

- b) prior to seeking approval for the remediation under 8.7 b), the Parties will seek to reach agreement on which of the Proposed Permitted Encumbrances are to be considered Permitted Encumbrances;
- c) where the Parties reach agreement on Permitted Encumbrances, Schedule 2 will be amended to include the list of Permitted Encumbrances in Part 2.

9.3 **Permitted Encumbrances.** The shíshálh Nation acknowledges that as of the Closing Date it is familiar with the existence and terms of the Permitted Encumbrances and accepts fee simple title to each of the Lands subject to the Permitted Encumbrances. Where required to give legal effect to the rights and interests under the Permitted Encumbrances after Closing Date, the shíshálh Nation will provide an interest to the interest holder in substantially the same form that was held prior to the Closing Date.

9.4 **Excluded Crown Corridors.** The Parties will use the following process to identify Excluded Crown Corridors for the purposes of this Agreement:

- a) as soon as practicable after the RA Date the Province will identify in writing the particulars including any legal instruments and identify the area of any road, right-of-way, easement or licence over Crown land that is used for transportation or public utility purposes which are not highways under the *Transportation Act*, S.B.C. 2004, c. 44;
- b) prior to seeking approval for the remediation under 8.7 b), the Parties will seek to reach agreement on those lands which are to be excluded from transfer as Excluded Crown Corridors.

9.5 **No Interference.** The shíshálh Nation 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.

9.6 **Resolution of Excluded Crown Corridors, Reservations and Permitted Encumbrance Issues.** Where the Parties are unable to reach agreement on Permitted Encumbrances under section 9.2 or Excluded Crown Corridors under section 9.4 the Parties:

- a) will not proceed to remediation under 8.7 (b) of the Salmon Inlet Parcel or the Narrows Inlet Parcels, as the case may be;
- b) will negotiate and make best efforts to work collaboratively to identify land and to reach agreement on an alternative parcel of land; or
- c) may agree to proceed with the transfer of a portion of any of the Lands which is not subject to the Excluded Crown Corridors, Reservations or Proposed Permitted Encumbrance provided that access to the excluded portion exists or is provided by the shíshálh Nation.

- 9.7 **Notice of Reservations.** The Province will provide notice to and engage with shíshálh Nation in accordance with any applicable laws and government policies prior to exercising any rights or privileges in relation to any Reservations affecting the Lands.

ARTICLE 10 – TRANSACTION COSTS

- 10.1 **Property Transfer Tax and Other Costs.** The Province is responsible for the following costs in connection with the transfer of the Lands:
- a) the costs associated with ensuring the Lands have a survey which meets the requirements for registration in the Land Title Office;
 - b) any costs associated with the preparation and issuance of Crown Grants or any other documents required to register the Lands and Permitted Encumbrances;
 - c) any fees charged by the Land Title Office or the Land Title and Survey Authority relating to the registration of the Lands and the Permitted Encumbrances; and
 - d) property transfer tax payable under the *Property Transfer Tax Act*, R.S.B.C. 1996 c. 378, which, for greater certainty, the Province agrees to either pay or seek an exemption.
- 10.2 **GST, PST and Other Charges.** The shíshálh Nation is responsible for federal and provincial sales tax, including GST and PST, and any other transfer or registration charges for which the Province has not expressly agreed to accept responsibility under this Agreement.
- 10.3 **Annual Taxes and Other Costs.** The shíshálh Nation or Designated Company as the case may be, 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 11 – UTILIZATION OF LANDS

- 11.1 **Applicable Laws.** The Lands are subject to provincial and local government laws, including applicable zoning, land use, land development and property tax laws, and at no time after Closing will the shíshálh Nation challenge the applicability of provincial laws to the Lands.
- 11.2 **For Greater Certainty.** For greater certainty, nothing in 11.1 is to be interpreted:

- a) as limiting any position the shíshálh Nation may take in *Sechelt Indian Band v. AG Canada and HMQ of BC*, BCSC Vancouver Registry No. A980252; or
- b) if the Lands become “Sechelt lands” within the meaning of the *Sechelt Indian Band Self-Government Act*, S.C. 1986, c. 27, as affecting the shíshálh Nation’s jurisdiction over those “Sechelt lands”.

ARTICLE 12 – STATUS OF LANDS UNDER FINAL RECONCILIATION AGREEMENT

- 12.1 **Lands Part of Final Reconciliation Agreement.** In the event the shíshálh Nation concludes a Final Reconciliation Agreement, the shíshálh Nation acknowledges that the Lands transferred to the shíshálh Nation or a Designated Company under this Agreement will form part of the consideration provided by the Province and Canada, as applicable, under a Final Reconciliation Agreement.
- 12.2 **Status of Lands on Effective Date.** As part of any Final Reconciliation Agreement negotiations, the Parties and Canada, as applicable, will negotiate the status of the Lands transferred to the shíshálh Nation or a Designated Company under this Agreement as settlement lands.
- 12.3 **Cost-Shared Values.** The shíshálh Nation acknowledges that the Province may seek to cost share the value of the Lands with Canada under a Final Reconciliation Agreement and agrees that it will support the Province’s efforts to seek such cost sharing.

ARTICLE 13 – OTHER FIRST NATION CLAIMS

- 13.1 **Shared Territories.** Notwithstanding the Parties’ understanding that the Lands are not subject to overlapping or shared territory claims by other First Nations, the Parties acknowledge and agree that information may be provided by a First Nation that requires further consideration of the transfer of the Lands.
- 13.2 **Other First Nations’ Litigation.** In the event of any Proceeding brought by any other aboriginal group against the Province or any Provincial Official with respect to the transfer of the Lands to the shíshálh Nation in accordance with this Agreement, the shíshálh Nation will provide the Province with reasonable assistance, upon request, in support of its defence of the Proceeding.

ARTICLE 14 –LITIGATION

14.1 **New Litigation.** Before commencing any Proceeding relating to any decision by the Province with respect to the use of resources or the disposition of land within shíshálh Territory, the shíshálh Nation will, except in the case of an injunction or other urgent Proceedings:

- a) give the Province at least 60 days' notice of its intent to commence a Proceeding; and
- b) if requested, meet with the Province prior to the commencement of any Proceeding to discuss the circumstances giving rise to the notice under 14.1(a) and to determine if there is a basis for its rescission.

ARTICLE 15 – DISPUTE RESOLUTION

15.1 **Representatives.** If a dispute arises between the Parties regarding the interpretation of a provision of this Agreement, other than in the context of a Proceeding, the Parties or their duly appointed representatives will meet within 60 days of notice from the initiating Party to attempt to resolve the dispute.

15.2 **Senior Representatives.** If the Parties are unable to resolve differences at the appropriate level within 60 days of the first meeting between the Parties, the interpretation issue will be raised to more senior levels of the Province and the shíshálh Nation.

15.3 **Other Means.** The Parties may agree to amend the timelines under 15.1 or 15.2 or choose by mutual agreement other appropriate approaches to assist in reaching resolution of the interpretation issue.

ARTICLE 16 - NOTICES

16.1 **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, or facsimile copier, when received as follows:

if to the Province:

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

Fax: (250) 387-6073

and if to the shíshálh Nation:

shíshálh Nation
PO Box 740,
Sechelt, BC V0N 3A0
Attention: Chief Councillor

Fax: (604) 885-3490

- 16.2 **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 17 - INTERPRETATION

- 17.1 **Interpretation.** For purposes of this Agreement:

- a) “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- b) 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;
- c) words importing gender include the masculine, feminine or neuter gender and words in the singular include the plural and vice versa;
- d) any reference to a corporate entity includes any predecessor or successor to, such entity;
- e) 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;
- f) 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 Parties;
- g) each and every release, covenant and other agreement given, and action to be taken, by the shíshálh Nation under this Agreement means the shíshálh Nation acting by and through its Chief and Council, and will be

conclusively deemed to have been given, or taken, by the shíshálh Nation on its own behalf, and for and on behalf of its Members;

- h) each and every release, covenant and other agreement given, and action to be taken, by the Province under this Agreement means the Province acting through its representative officials and will be conclusively deemed to have been given, or taken, by the Province on its own behalf; and
- i) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

ARTICLE 18 - GENERAL

18.1 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.

18.2 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.

18.3 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.

18.4 Successors. This Agreement will enure to the benefit of and be binding on the Sechelt Indian Band and its successors and the Province.

18.5 No Admissions. Nothing in this Agreement will be construed:

- a) as an admission by the Province of the validity of any claim by the shíshálh Nation to an aboriginal right or aboriginal title within the meaning of section 35 of the *Constitution Act, 1982*;

- b) as limiting or abrogating any aboriginal rights or aboriginal title of the shíshálh Nation;
- c) as an acknowledgment or admission by the Province that it has an obligation to provide financial or economic accommodation or compensation to the shíshálh Nation; or
- d) as in any way limiting the position the Parties may take in any negotiations or in any proceeding including the negotiation of a Final Reconciliation Agreement.

18.6 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) establish, recognize, affirm, define, deny, limit or amend any aboriginal rights or aboriginal title of the shíshálh Nation; or
- c) preclude the right of either Party to engage in further processes to establish the scope or the geographic extent of Aboriginal title and rights in the Territory.

18.7 No Fettering. Nothing in this Agreement will be interpreted in a way that affects or fetters the discretion of any decision-making authority, including Article 7.

18.8 Amendment. This Agreement may be amended:
from time to time by mutual agreement by the Parties in writing.

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


18.10 Validity of Agreement. If any part of this Agreement is void or unenforceable at law:


- a) the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
- b) the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.

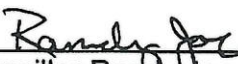
18.11 Execution in Counterpart. This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile transmission.

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


Signed on behalf of the Sechelt Indian Band by **Date**

 _____ April 1, 2016
Chief Calvin Craig

 _____ April 1, 2016
Councillor Gary Feschuk

 _____ April 1, 2016
Councillor Randy Joe

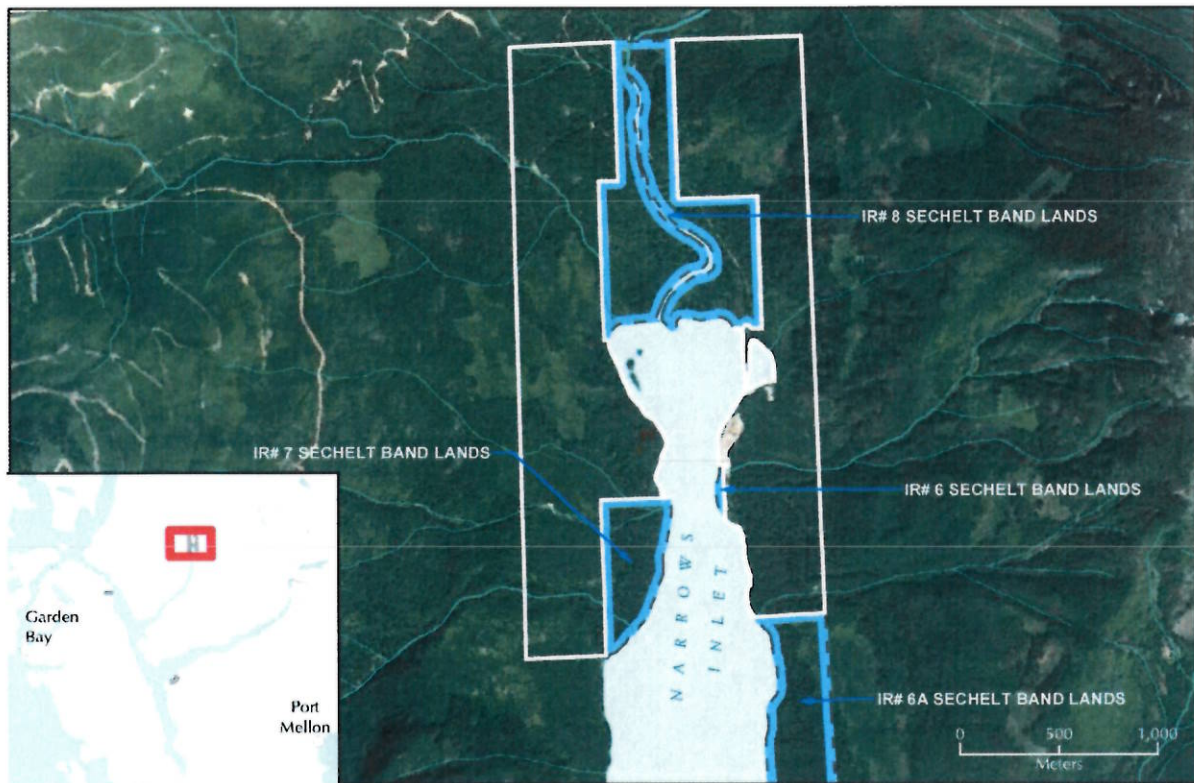
Signed on behalf of Her Majesty the Queen In Right of the Province of British Columbia by **Date**

 _____ June 21, 2016
Minister John Rustad

Schedule "1" – Map of Lands

Note: The map drawings in this Schedule are for illustrative purposes only. Each of the areas shown is subject to the approval by the Surveyor General of a survey or re-survey and exclude Crown Corridors.

Narrows Inlet Land Parcel



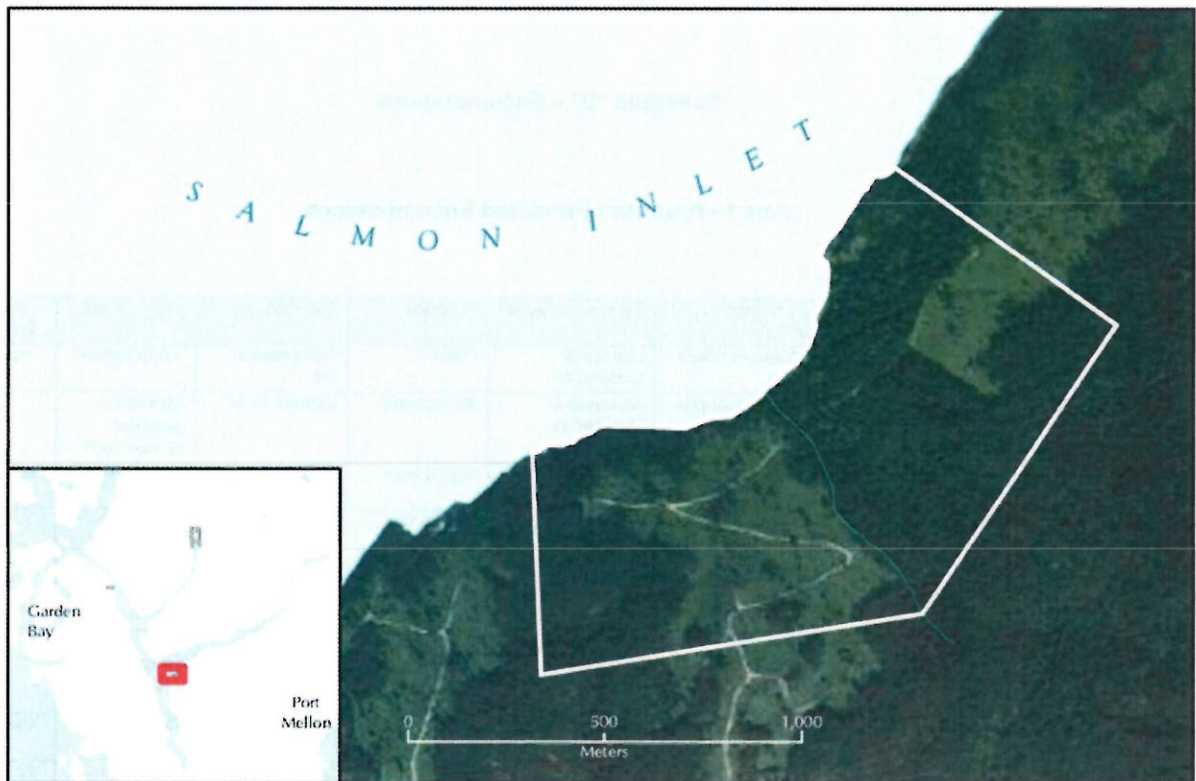
Egmont Parcel

Note: The map drawings in this Schedule are for illustrative purposes only. Each of the areas shown is subject to the approval by the Surveyor General of a survey or re-survey and exclude Reservations and Excluded Crown Corridors.



Salmon Inlet Land Parcel

Note: The map drawings in this Schedule are for illustrative purposes only. Each of the areas shown is subject to the approval by the Surveyor General of a survey or re-survey and exclude Crown Corridors.



Schedule "2" – Encumbrances

Part 1 - Proposed Permitted Encumbrances

Narrows Inlet Parcels:

Crown Land Tenures:

File#	Doc#	Interest Holder	Location (Parcel)	Type or Subtype	Purpose	Sub Purpose	Issue Date	Renewal/ Expiry Date
2411644	Application	NI HYDRO HOLDING CORP	Ramona Creek	License of Occupation	Utility	Transmission line	Application	Application
2409711	Application	NI HYDRO HOLDING CORP (now Blue Earth)	Upper Ramona Creek	A/Licence of Occupation	Waterpower	General Area	Application accepted 26-Nov-2007	N/A
2409975	241715	NI HYDRO HOLDING CORP	Tzoonie River	Investigative Licence	Waterpower	Investigative Phase	09-Jun-2011	09-Jun-2016
2409544	Application	HAWKEYE ENERGY CORPORATION/ SIGMA ENGINEERING LTD	Lower Tzoonie River	A/Licence of Occupation	Waterpower	General Area	Application accepted 24-Jul-2007	N/A
2410556	Application	SIGMA ENGINEERING LTD	Sechelt	A/Investigative Licence	Waterpower	Investigative Phase	Application accepted 13-May-2010	N/A
2409556	241551	TYSON CREEK HYDRO CORP	Narrow Inlet (North)	Licence of Occupation	Miscellaneous	Industrial	10-Sep-2010	10-Sep-2020
0203922	242491	DL 6468, UNSURVEYED FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF NARROWS INLET	SECHELT INDIAN BAND	Licence Of Occupation	Industrial	Log Handling/ Storage	08-Mar-2013	08-Mar-2018
2407322	R122111	MARR	Tzoonie River, Narrows Inlet	Sec 16 Map Reserve	First Nations	Treaty Area	05-Nov-2012	05-Nov-2022

2410948	R132039	MARR	Narrows Inlet	Sec 16 Map Reserve	Miscellaneous Land Uses	Planning/Marketing/Development Projects	07-Oct-2013	07-Oct-2015
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Mineral Reserve Sites:

Reserve #	Type	Reserve Site Name	Restriction	OIC # / MO #	BC Reg #	Creation Date
332568	Mineral and Placer	TIDAL WATERS	No Registration Reserve (NRR)	OIC Number 0309-67	0100-68	1967/JAN/30
370914	Mineral and Placer	SECHELT LAND SELECTION - SITE 4	No Registration Reserve	MO Number 0326-99	0275-99	1999/SEP/01
370915	Mineral and Placer	SECHELT LAND SELECTION - SITE 5	No Registration Reserve	MO Number 0326-99	0275-99	1999/SEP/01

Forest Harvesting Tenures:

Interest Type	Tenure	Interest Holder	Status	Comments
Forest Licence Cutting Permit	A19220 CP98	INTERNATIONAL FOREST PRODUCTS LTD	HI - Issued expiry date extended to 2015-03-31	small scale salvage
Forest Licence Cutting Permit	A19224 CP52	INTERNATIONAL FOREST PRODUCTS LTD	HC - Closed	Logging completed but silviculture obligations remain. 10 blocks in CP52 and none yet Free Growing Late FG =2030
Forest Licence Cutting Permit	A19220 CP67	INTERNATIONAL FOREST PRODUCTS LTD	HC - Closed	Logging completed. small scale salvage. Only created one block in this CP and it is free growing.
Forest Licence Cutting Permit	A19224 CB: NAR810	INTERFOR CORPORATION	LC - Logging Complete	CP52 (NAR810 not Free growing like the other 9 blocks in this CP).
Forest Licence Cutting Permit	A19220 CB: 1	INTERFOR CORPORATION	LC - Logging Complete	CP98 - Salvage. No cutblocks no silviculture obligations.
Forest Licence Cutting Permit	A19220 CB: 17	INTERFOR CORPORATION	LC - Logging Complete	CP98 - Salvage. No cutblocks no silviculture obligations.
Forest Licence Cutting Permit	A19220 CB: 16	INTERFOR CORPORATION	LC - Logging Complete	CP98 - Salvage. No cutblocks no silviculture obligations.
Forest Licence Cutting Permit	A19220 CB: 15	INTERFOR CORPORATION	LC - Logging Complete	CP98 - Salvage. No cutblocks no silviculture obligations.

Forest Roads: (Forest Service Road, Road Permit, SUP Road, etc.)

Interest Type	Tenure	Interest Holder	Status	Comments
Road Permit	R01682 61	INTERFOR CORPORATION	RETIRED 2004-05-18	
Road Permit	R01682 62	INTERFOR	RETIRED2004-	

		CORPORATION	05-18	
Road Permit	R01682 54	INTERFOR CORPORATION	RETIRED 2005-10-20	Road tenure is retired. However it is required for access for authorized forestry activity on adjacent lands.
Road Permit	R01682 51	INTERFOR CORPORATION	ACTIVE	Active road permit
Road Permit	R01682 52	INTERFOR CORPORATION	ACTIVE	Overlap with R09859 TZOONIEML1
Road Permit	R01682 53	INTERFOR CORPORATION	RETIRED 2005-10-20	Overlap with R09589 TZOONIEML3.
Road Permit	R01682 6A	INTERFOR CORPORATION	RETIRED 2013-03-27	Road tenure is retired. However it is required for access for authorized forestry activity on adjacent lands.
Road Permit	R01682 6B	INTERFOR CORPORATION	RETIRED 2013-03-27	Road tenure is retired. However it is required for access for authorized forestry activity on adjacent lands.
Road Permit	R09859 TZOONIEML1	NORTHWEST HARDWOODS CANADA INC	RETIRED 2009-02-06	Road tenure is retired. However it is required for access for authorized forestry activity on adjacent lands.
Road Permit	R09859 TZOONIEML2	NORTHWEST HARDWOODS CANADA INC	RETIRED 2009-02-06	Road tenure is retired. However it is required for access for authorized forestry activity on adjacent lands.
Road Permit	R09859 TZOONIEML3	NORTHWEST HARDWOODS CANADA INC	RETIRED 2009-02-06	Road tenure is retired. However it is required for access for authorized forestry activity on adjacent lands.

Forest Non-harvesting Tenures - Special Use Permit, Map Notation, Communication Site, Real Property Project, etc.

Interest Type	Tenure	Interest Holder	Status	Comments
Special Use Permit	S25753	TYSON CREEK HYDRO CORP	RETIRED 2014-11-24	Purpose: Transportation.
Special Use Permit	S25754	TYSON CREEK HYDRO CORP	ACTIVE	Purpose: Transportation.
Special Use Permit	S11139	INTERFOR CORPORATION	RETIRED 2006-08-11	Purpose: Waste Disposal.
Special Use Permit	S11136	TYSON CREEK HYDRO CORP	RETIRED 2007-11-21	Purpose: Dryland Sort.

Map Notation	MN1116	DISTRICT MANAGER SUNSHINE COAST	ACTIVE	Map Notation Type: Misc. Notation
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Guide Outfitter Areas:

Name	Certificate No.	Comments
LISTER, Brad	200696	Guide outfitter licences are defined using natural boundaries and exclude private lands -except where the guide outfitter has obtained written permission from the land owner to hunt on private lands.

Traplines:

TR Number	Comments
TR0205T008	Trapping licences are issued pursuant to the <i>Wildlife Act</i> and the <i>Commercial Activities Regulation</i> . Trapline licences are defined using natural boundaries and exclude private lands except where the registered trapper has obtained permission from the land owner to trap on private lands.
TR0205T009	Trapping licences are issued pursuant to the <i>Wildlife Act</i> and the <i>Commercial Activities Regulation</i> . Trapline licences are defined using natural boundaries and exclude private lands except where the registered trapper has obtained permission from the land owner to trap on private lands.
TR0205T028	Trapping licences are issued pursuant to the <i>Wildlife Act</i> and the <i>Commercial Activities Regulation</i> . Trapline licences are defined using natural boundaries and exclude private lands except where the registered trapper has obtained permission from the land owner to trap on private lands.

Archaeology:

Description	Comments
	Information in this table has been excluded as sensitive information as per section 18 of Freedom of Information and Protection of Privacy Act.

Egmont Parcel:
1. Crown Land Tenures:

File#	Doc#	Interest Holder	Location (Parcel)	Type or Subtype	Purpose	Sub Purpose	Issue Date	Renewal/ Expiry Date
2409412	Application	NI HYDRO HOLDING CORP. (now Blue Earth)	Chickwat Creek	A/ Licence Of Occupation (LOO)	Waterpower	General Area	26-Apr-2007	N/A
2408556	242346	VERESEN ENERGY INFRASTRUCTU RE INC.	Treat Creek, Squamish	Investigative Licence	Waterpower	Investigative Phase	10-Jun-2013	10-Jun-2018
2402236	58096	FLNRO	Egmont	Sec 15 OIC Reserve	Environment, Conservation, & Recreation	Watershed Reserve	26-May-1958	N/A
2409975	241715	NI HYDRO HOLDING CORP.	Tzoonie River Valley	Investigative Licence <i>*In process of being cancelled in favour of waterpower tenures: 2409711, 2409412 and 2409421</i>	Waterpower	Investigative Phase	09-Jun-2011	09-Jun-2016
2410190	242287	ALTAQUA HYDROENERGY CORP.	High Creek - Jervis Inlet	Investigative Licence	Waterpower	Investigative Phase	17-Dec-2012	17-Dec-2017
2410947	R132038	MARR	Entire AOI	Sec 16 Map Reserve	Miscellaneous Land Uses	Planning/Marketi ng/Develop Projects	07-Oct-2013	07-Oct-2015

2. Mineral Reserve Sites:

Reserve #	Type	Reserve Site Name	Restriction	OIC # / MO #	BC Reg #	Creation Date
332568	Mineral and Placer	TIDAL WATERS	No Registration Reserve (NRR)	OIC Number 0309-67	0100-68	1967/JAN/30

Forest Harvesting Tenures:

Interest Type	Tenure	Interest Holder	Status	Comments
Forest Licence Cutting Permit	A19229 CP78	A & A TRADING LTD.	HI - Issued	Small Scale Salvage - Misery Creek.
Forest Licence Cutting Permit	A19229 CP101	A & A TRADING LTD.	HI - Issued	Small Scale Salvage - Carlson Creek

3. Community Watersheds:

Licence No.	Point of Diversion	CW Name	Water Source	Comments
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N/A	PD45278	WAUGH LAKE COMMUNITY WATERSHED	Waugh Creek	Services the residents of Egmont - The Area of Interest only covers a small area of this tenure. Community watersheds are established to ensure water quality objectives are met pursuant to the <i>Drinking Water Protection Act (DWPA)</i> . Objectives of a community watershed are typically enforced at the municipal level. If developments are proposed on the land, the local government will ensure that the water quality objectives of the CWS are met pursuant to the DWPA.
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4. Guide Outfitter Areas:

Name	Certificate No.	Comments
LISTER, Brad	200696	Guide outfitter licences are defined using natural boundaries and exclude private lands -except where the guide outfitter has obtained written permission from the land owner to hunt on private lands.

5. Traplines:

TR Number	Comments
TR0205T020	This trapline is currently vacant. (

6. Archaeology:

Description	Location/ Comments
	Information in this table has been excluded as sensitive information as per section 18 of Freedom of Information and Protection of Privacy Act.

Salmon Inlet Parcel:

SALMON INLET PARCEL:

Crown Land Tenures:

File#	Doc#	Interest Holder	Location (Parcel)	Type or Subtype	Purpose	Sub Purpose	Issue Date	Renewal/ Expiry Date
2401209	240588	GLAD TIDINGS MISSIONARY SOCIETY	DL 2965, GP1, NWD and Unsurveyed Crown Land	Licence Of Occupation	Community	Miscellaneous	31-Aug- 2007	N/A

2407848	239930	INTERFOR CORPORATION	Nine Mile Point, Salmon Inlet * No overlap- but access through parcel	Licence Of Occupation	Industrial	Log Handling /Storage	01-Nov-2006	N/A
2410790	R122070	FLNRO	Reserve/Notation	Sec 16 Map Reserve	First Nations	Cultural Significance	30-May-2012	01-Jun-2022

Mineral Reserve Sites:

Reserve #	Type	Reserve Site Name	Restriction	OIC # / MO #	BC Reg #	Creation Date
332568	Mineral and Placer	TIDAL WATERS	No Registration Reserve (NRR)	OIC Number 0309-67	0100-68	1967/JAN/30

Forest Harvesting Tenures:

Interest Type	Tenure	Interest Holder	Status	Comments
Forest Licence Cutting Permit	A19224 CP66	INTERFOR CORPORATION	HI - Issued	A19224 CP 66 is a volume based license. The following 5 rows are specific blocks that have been logged under this license.
Forest Licence Cutting Permit	A19224 CB: NM5	INTERFOR CORPORATION	FG - Free Growing	Silviculture Free Grow Due Date: 2032-11 Logging completed but silviculture obligations continue.
Forest Licence Cutting Permit	A19224 CB: NM6	INTERFOR CORPORATION	FG - Free Growing	Silviculture Free Grow Due Date: 2032-11 Logging completed but silviculture obligations continue.
Forest Licence Cutting Permit	A19224 CB: NM7A	INTERFOR CORPORATION	FG - Free Growing	Silviculture Free Grow Due Date: 2032-11 Logging completed but silviculture obligations continue.
Forest Licence Cutting Permit	A19224 CB: NM11	INTERFOR CORPORATION	FG - Free Growing	Silviculture Free Grow Due Date: 2032-11 Logging completed but silviculture obligations continue.
Forest Licence Cutting Permit	A19224 CB: NM2A	INTERFOR CORPORATION	FG - Free Growing	Silviculture Free Grow Due Date: 2032-11 Logging completed but silviculture obligations continue.
Forest Licence Cutting Permit	A19220 CP167	INTERFOR CORPORATION	HC - Closed	12 Blocks in this CP just Block L2 not FG. Late FG=2016-02
Forest Licence Cutting Permit	A19220 CP434	INTERFOR CORPORATION	HC - Closed	9 Blocks in this CP just Block 47 not FG. Late FG=2022-11
Forest Licence Cutting Permit	A19220 CP436	INTERFOR CORPORATION	HC - Closed	CB: JXN-S2 small scale salvage only
Forest Licence Cutting Permit	A19220 CP4A4	INTERFOR CORPORATION	HC - Closed	CB: NM2. Declared free grow in 2013 (CP 434 again) Free Grow Due Date: 2013-11
Forest Licence Cutting Permit	A19220 CB: NM2	INTERFOR CORPORATION	FG - Free Growing	Silviculture. Declared free grow in 2013 (CP 434 again) Free Grow Due Date: 2013-11

Forest Licence Cutting Permit	A19220 CB: NM3	INTERFOR CORPORATION	FG - Free Growing	Silviculture. Declared free grow in 2013 (CP 167 again) Free Grow Due Date: 2015-01
Forest Licence Cutting Permit	A47297 CB: 500-002	NORTHWEST HARDWOODS CANADA, INC.	HI - Issued	Silviculture. Free growing is overdue. Free Grow Due Date: 2014-09
Occupant Licence to Cut	L01218	GLAD TIDINGS MISSIONARY SOCIETY	HC - Closed	Purpose: Cleaning and Levelling. This tenure is no longer required.

Forest Roads:

Interest Type	Tenure	Interest Holder	Status	Comments
Road Permit	R01686 NMML	INTERFOR CORPORATION	ACTIVE	-
Road Permit	R01686 NM2	INTERFOR CORPORATION	ACTIVE	-
Road Permit	R01686 NM2A	INTERFOR CORPORATION	ACTIVE	-
Road Permit	R01686 NM2B	INTERFOR CORPORATION	ACTIVE	-
Road Permit	R01686 NM3A	INTERFOR CORPORATION	ACTIVE	-
Road Permit	R01686 SALMON500	INTERFOR CORPORATION	ACTIVE	-
Road Permit	R09859 SALMON500	NORTHWEST HARDWOODS CANADA, INC.	RETIRED 2005-01-25	-

Water Interests:

Licence No.	Point of Diversion	Water Source	Purpose	Priority Date	Licensee	Comments
C043926	PD45231	Horton Creek	CHURCHES/COMM. HALLS	19690813	GLAD TIDINGS YOUTH CAMP	THAT PART OF L 2965 GP 1 NWD HELD UNDER SUP 4187

Guide Outfitter Areas:

Name	Certificate No.	Comments
LISTER, Brad	200696	Guide outfitter licences are defined using natural boundaries and exclude private lands -except where the guide outfitter has obtained written permission from the land owner to hunt on private lands.

Traplines:

TR Number	Comments
TR0205T020	This trapline is currently vacant.

Archaeology:

Description	Location/ Comments
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		Information in this table has been excluded as sensitive information as per section 18 of Freedom of Information and Protection of Privacy Act.

Part 2 – Permitted Encumbrances

Narrows Inlet Parcels:

Egmont Parcel:

Salmon Inlet Parcel:

Schedule “3” – Designated Company Agreement

This Agreement is dated for reference _____, 2016.

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 shíshálh Nation have entered into an agreement dated _____ (the “Reconciliation Agreement”) pursuant to which the Province will transfer to the Designated Company fee simple title to those lands legally described as:

[Insert legal description for the Parcel(s)]

(the “Subject Lands”)

- B. The shíshálh Nation and the Designated Company have agreed that, as a condition of the transfer of the Subject 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 “shíshálh Nation” and any other capitalized terms used in this Agreement and defined in the Reconciliation Agreement will have the meaning given to those terms in the Reconciliation Agreement.

2. **Environmental Condition.** Except in respect of the Salmon Inlet Parcel and Narrows Inlet Parcels, 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. **Reconciliation Agreement Binding.** Without limiting the generality of the foregoing, the terms of the Reconciliation 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 Reconciliation Agreement, including, without limitation, 5.1 of the Reconciliation Agreement.
4. **Enforcement of Reconciliation Agreement.** The Province may, in its sole discretion, enforce any term or condition of the Reconciliation Agreement, including any obligation, covenant or indemnity of the shíshálh Nation, against the Designated Company or the shíshálh Nation 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 Reconciliation 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:
- a) as an admission by the Province of the validity of any claim by the shíshálh Nation to an aboriginal right or aboriginal title within the meaning of section 35 of the *Constitution Act, 1982*;
 - b) as limiting or abrogating any aboriginal rights or aboriginal title of the shíshálh Nation;
 - c) as an acknowledgment or admission by the Province that it has an obligation to provide financial or economic accommodation or compensation to the shíshálh Nation; or
 - d) as in any way limiting the position the Parties may take in any negotiations or in any proceeding including the negotiation of a Final Reconciliation Agreement.
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) establish, recognize, affirm, define, deny, limit or amend any aboriginal rights or aboriginal title of the shíshálh Nation .
12. **No Fettering.** Nothing in this Agreement will be interpreted in a way that affects or fetters the discretion of any decision-making authority.
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. **Validity of Agreement.** If any part of this Agreement is void or unenforceable at law:
- a) the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and

- b) the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.

16. **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____:

Minister of Aboriginal Relations and Reconciliation
or the Minister's authorized representative

Schedule “4” – Land Transfer Process

This schedule outlines in general terms the typical key steps that must be completed before a Crown Grant is issued or a fee simple title held by the Province is transferred to a third party and the typical time frames required for those steps. Not all steps are necessarily required for every transfer of land. The steps outlined do not represent an exhaustive list of the steps required to transfer land in fee simple nor do they appear in any particular order. In addition, the time frames indicate a range for typical transfers and do not take into account specific circumstances that may require additional time in regards to any particular transfer.

1. Inter-ministry review of the land parcels proposed for transfer:
 - a. Each B.C. provincial ministry with potential or existing interests or encumbrances on the land parcel(s) will review the land parcels to identify any potential implications with the proposed land transfer.
 - b. Identified issues or adverse implications will have to be resolved in a manner satisfactory to all interested parties, including the intended transferee, in order for the land transfer to proceed.
 - c. Dependent on the number of land parcels proposed for transfer and the number of issues identified, this process typically takes between two and five months.
2. Environmental Site Assessment:
 - a. Where a parcel of land proposed for fee simple transfer bears potential signs of environmental contamination AND the Province has agreed to bear the cost of remediation for that parcel, then the following steps are typically required:
 - i. Study #1: Stage 1- Preliminary Site Investigation (PSI 1): This study aims to determine whether the site has been used for any activity that may have resulted in the deposit of contaminants on the site. Research includes gathering information from government records as well as conducting a site visit and interviewing people that may have useful information.
 - ii. Study #2: Stage 2 -Preliminary Site Investigation (PSI 2): This study is usually conducted when the results of the PSI 1 show that there are areas that may be contaminated as a result of some type of past use. This investigative work includes taking samples of soil, water and vapour at strategic locations on the parcel based on the findings in the PSI 1.
 - iii. Study #3: Detailed Site Investigation (DSI): This study aims to understand the extent of the contamination on a site; where the contamination is located and how deep in the ground it exists. This study builds on the findings in the PSI 2.

- iv. Study #4: Remediation Plan: Using the findings in the DSI, this study outlines the option(s) for remediation and the cost.
 - b. The nature of the environmental investigation process and the variety of issues that may arise are such that there is no “typical” time frame for the completion of this process.
3. Treasury Board and Cabinet approval to transfer the lands:
- a. Where the lands are proposed to be transferred other than by way of sale for fair market value, Treasury Board and Cabinet approval for the transfer and funding to execute the terms and conditions of the agreement is required.
 - b. Dependent on the time of year, the complexity of the file and the other matters to be considered by Treasury Board and Cabinet, this internal process typically takes between three to eight months.
4. Environmental Remediation of Contaminated Lands (Only applies where the Province has agreed to pay for remediation costs in the agreement):
- a. The Province would generally hire an external consultant to remediate the lands based on the findings of the four environmental studies (note above).
 - b. The nature of the environmental remediation process and the variety of issues that may arise are such that there is no “typical” time frame for the completion of this process.
5. First Nation Consultation:
- a. If the Province’s obligation to consult with a First Nation is engaged because the Crown lands are within an area where that First Nation has or claims(s) aboriginal rights or title then the Province will be required to satisfy itself that its constitutional obligations towards that First Nation are met.
 - b. The nature of the consultation process and the variety of issues that may arise are such that there is no “typical” time frame for the completion of that process.
6. Survey of Lands:
- a. Lands are surveyed under instructions issued by the Surveyor General of British Columbia (SGBC) and the resultant survey plans must meet the standards for registration in the Land Title Office as required by The Land Title Act.
 - b. Surveys are conducted by a registered B.C. Land Surveyor selected through public tender, according to the requirements set out in section 6 of the Province’s Core Policy and Procedures Manual.
 - c. Timing for this step is dependent on the issuance of instructions by the SGBC, the requirements for a defensible public tender process, and the size and location of the land parcel and time of year. So long as there are

no major complications, this process typically takes between four to eight months.

7. Legal and Administrative Issues Resolution Between Crown Agencies
 - a. Depending on the complexity of the interest and the specific third party or issuing agency this process typically takes between two to five months, unless there are Crown interests with legislated or regulatory processes that dictate a longer timeframe and process.

Schedule "5" – GST Certificate

CERTIFICATE AS TO GST REGISTERED STATUS
OF THE DESIGNATED COMPANY

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

FROM: [Designated Company Name] (the "Designated Company")

RE: Certificate under section 77.3(b) of the Reconciliation Agreement (the "Agreement") between Sechelt Indian Band and the Province in respect to the transfer of the Lands as defined in the Agreement

THE DESIGNATED COMPANY CERTIFIES TO THE PROVINCE PURSUANT TO PARAGRAPH 221(2)(b) and (c) of the *EXCISE TAX ACT* (the "Act") THAT THE DESIGNATED COMPANY is registered for GST Purposes, registration number being _____ RT0001 and the Designated Company will account for the GST payable in respect of the lands in accordance with the Act.

The Designated Company acknowledges that the Province is relying on this Certificate in connection with the transfer of the Lands.

Each term that is used in this Certificate 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 this _____ day of _____, 20__.

[DESIGNATED COMPANY NAME] by
its authorized signatory:

Print Name:

