

**shíshálh Nation / British Columbia**

**LAND TRANSFER AGREEMENT**



**shíshálh Nation**



## LAND TRANSFER AGREEMENT

This Agreement is dated for reference October 4, 2018

### AMONG:

**Her Majesty the Queen in right of the Province of British Columbia**, as represented by the Ministry of Indigenous Relations and Reconciliation, the Ministry of Forests, Lands and Natural Resource Operations and Rural Development and the Ministry of Transportation and Infrastructure

(the "Province")

### AND:

**Sechelt Indian Band**, established under the *Sechelt Indian Band Self-Government Act* on behalf of itself and shíshálh people, as represented by the hiwus (Chief) and Council

("shíshálh Nation")

### AND:

**Kwikwil Holdings Ltd.**, a company incorporated under the laws of British Columbia acting in its capacity as general partner of Kwikwil Holdings Limited Partnership

("kwikwil")

(the Province, shíshálh Nation, and kwikwil individually a "Party" and collectively the "Parties")

### AND:

**BC Transportation Financing Authority**, a corporation continued under section 25(1) of the *Transportation Act*

("BCTFA")

### WHEREAS:

- A. shíshálh Nation and the Province have entered into a Foundation Agreement (the "Foundation Agreement") concurrently with the date of this Agreement;

- B. The Foundation Agreement contemplates that the Province will transfer the Gravel Lands and the DL 1592 Lands, as hereinafter defined, to shíshálh Nation;
- C. This Agreement sets out the terms and conditions applicable to the transfer of the Gravel Lands and the DL 1592 Lands and is the “Land Transfer Agreement” between the Parties contemplated by the Foundation Agreement;
- D. BCTFA and the Province as represented by the Ministry of Transportation and Infrastructure have existing and future transportation interests in the Lands.

**NOW THEREFORE** the Province, shíshálh Nation, k̓w̓ik̓w̓il, and BCTFA agree as follows:

### **ARTICLE 1 - INTERPRETATION**

1.1 **Definitions.** In this Agreement:

“**Alternate Access**” has the meaning ascribed to that term in section 7.11(b);

“**BCTFA Lands**” means, collectively, the lands legally described as:

PID 012-089-290  
LOT A (REFERENCE PLAN 661) BLOCK 25 DISTRICT LOT 1592 PLAN  
3873

PID 012-089-303  
BLOCK 26 DISTRICT LOT 1592 PLAN 3873

“**Bypass Corridor**” means those parts of the DL 1592 Lands shown crosshatched on the map at Schedule 3A and identified as “future engagement area”;

“**Closing**” means the completion of the transfer of the Lands by the Province to shíshálh Nation or k̓w̓ik̓w̓il, as applicable, on the Closing Date;

“**Closing Date**” means the date or dates as agreed to by the Parties on which the documents for the transfer of the Lands to shíshálh Nation or k̓w̓ik̓w̓il, as applicable, will be uploaded to the electronic meet and filed in the Land Title Office;

“**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 and agreed by the Parties

under Article 7 to be excluded from the transfer of the Lands to shíshálh Nation or kwikwil, as applicable;

“**Crown Grant**” means a Crown grant as defined in the *Land Act*;

“**DL 1592 Lands**” means the area of approximately 69.72 hectares as shown for illustrative purposes in Schedule 3 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, or any submerged lands;

“**DL 2725 Lands**” means the area of approximately 190.27 hectares as shown for illustrative purposes in Schedule 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 submerged lands;

“**DL 7613 Lands**” means the area of approximately 425.69 hectares as shown for illustrative purposes in Schedule 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, or any submerged lands;

“**DL 7613 Roads**” has the meaning ascribed to that term in section 7.3;

“**DL 7613 Road Relocation Agreement**” has the meaning ascribed to that term in section 7.11;

“**Effective Date**” means October 4, 2018;

“**Environmental Reports**” has the meaning ascribed to that term in section 5.5;

“**Foundation Agreement**” has the meaning ascribed to that term in recital “A”;

“**Gravel Lands**” means the DL 7613 Lands and the DL 2725 Lands;

“**GST**” means the goods and services tax imposed under the *Excise Tax Act* (Canada) or equivalent tax imposed under federal or provincial law;

“**kwikwil Lehigh Lease**” has the meaning ascribed to that term in section 5.2 (a);

“**Lands**” means any, all or a combination of any of the Gravel Lands and the DL 1592 Lands;

**“Lehigh Lease”** means provincial Crown lease no. 233600 registered under GB139602 against title to the Gravel Lands;

**“Lehigh Lease Replacement”** has the meaning ascribed to that term in section 7.2;

**“Permitted Encumbrances”** means the liens, charges, and interests applicable to the Lands as described in Schedule 4, as amended in accordance with this Agreement;

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

**“Provincial Official”** means:

- a) any minister, public official, employee, contractor, agent or representative of the Province;
- b) any government corporation or any director, officer, employee, contractor, agent or representative 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* or equivalent tax imposed under federal or provincial law;

**“Reservations”** means the exceptions and reservations applicable to the Lands as described in Part 1 of Schedule 4;

**“Solutions Forum”** has the meaning ascribed to that term in the Foundation Agreement.

1.2 **Interpretation.** For purposes of this Agreement:

- a) “this Agreement” means this Land Transfer Agreement, and includes 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 recitals and 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 acknowledgement, agreement, release or other covenant 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;
- i) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any of the Province, shíshálh Nation, kwikwil, or BCTFA; and
- j) capitalized terms in this Agreement that are not otherwise defined have the meaning ascribed to them in the Foundation Agreement.

1.3 **Schedules.** The following Schedules are attached to and form part of this Agreement.

- **Schedule 1** – Map of DL 7613 Lands for Illustrative Purposes
- **Schedule 2** – Map of DL 2725 Lands for Illustrative Purposes
- **Schedule 3** – Map of DL 1592 Lands for Illustrative Purposes
- **Schedule 3A** – Map of Bypass Corridor Engagement Area

- **Schedule 4** – Permitted Encumbrances and Reservations
  - Part 1 – Permitted Encumbrances and Reservations applicable to both the Gravel Lands and the DL 1592 Lands
  - Part 2 – Permitted Encumbrances and Reservations specific to the DL 7613 Lands
  - Part 3 – Permitted Encumbrances and Reservations specific to the DL 2727 Lands
  - Part 4 – Permitted Encumbrances and Reservations specific to the DL 1592 Lands
- **Schedule 5** – GST Certificate
- **Schedule 6** – Consent in relation to Property Transfer Tax Matters
- **Schedule 7** – Form of Notice

## **ARTICLE 2 – TRANSFER OF LANDS**

- 2.1 **Transfer of Lands.** Subject to the Permitted Encumbrances, Reservations, and the terms and conditions of this Agreement, including the satisfaction or waiver of all applicable conditions precedent, the Province will transfer:
- a) the Gravel Lands to k̓w̓ik̓w̓il; and
  - b) the DL 1592 Lands to shíshálh Nation;
- as soon as practicable after the Effective Date.
- 2.2 **Staged Transfer of Lands and Satisfaction of Conditions.** Without limiting section 2.1, the Parties acknowledge that they intend to stage the transfer of the Lands, such that the first priority will be to conclude the transfer of the Gravel Lands and then the DL 1592 Lands, and that they will deploy and direct their internal resources accordingly. In a manner consistent with this staged approach, the Parties will each work diligently and in good faith to satisfy the applicable conditions precedent in respect of each of the transfers. The Parties further agree that the transfer of the Gravel Lands may be staged so that the DL 7613 Lands and the DL 2725 Lands are transferred separately in the event that the conditions precedent for one parcel will be satisfied or waived prior to the conditions precedent for the other parcel being satisfied or waived.

- 2.3 **Closing Deliveries by shíshálh Nation and kwikwil** . Not less than 14 days before the Closing Date, or such other date as may be agreed to by the Parties, shíshálh Nation or kwikwil, as applicable, will execute and deliver, or cause to be executed and delivered, to the Province:
- a) a certificate signed by an authorized signatory of kwikwil or shíshálh Nation in the form attached as Schedule 5 confirming, as applicable, kwikwil's or shíshálh Nation's GST registration number and registered status;
  - b) a signed consent in relation to Property Transfer Tax in the form attached as Schedule 6; and
  - c) all such other documents that may be necessary or advisable for shíshálh Nation or kwikwil to provide to complete the transactions contemplated under this Agreement .
- 2.4 **Registration of Lands.** All Lands transferred under this Agreement will be registered in the Land Title Office.
- 2.5 **Closing Procedure.** The legal counsel for kwikwil or shíshálh Nation, as applicable and the Province will confirm in writing, including by providing any necessary undertakings, the manner in which the documents necessary or advisable to transfer and register the Lands and register Permitted Encumbrances, as applicable will be produced, managed, exchanged and delivered. Without limiting the generality of the foregoing, legal counsel responsible for registering the Lands and or Permitted Encumbrances will provide all documents filed with the Land Title and Survey Authority to legal counsel for the other Party.

### **ARTICLE 3 - COMING INTO EFFECT AND TERMINATION**

- 3.1 **Coming into Effect.** This Agreement comes into effect on the Effective Date.
- 3.2 **Termination.** This Agreement terminates if the Foundation Agreement is terminated.
- 3.3 **Survival of Lands Conditions.** Despite 3.2, where any of the Lands are transferred under this Agreement, Articles 6, and 7 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 4 - REPRESENTATIONS AND WARRANTIES**

- 4.1 **shísháhl Nation Representations.** shísháhl Nation represents and warrants to the Province and BCTFA with the intent and understanding that they will be relied on by the Province and BCTFA in entering into this Agreement, that:
- a) it enters into this Agreement for, and on behalf of, shísháhl people;
  - 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 shísháhl Nation and shísháhl people;
  - c) the Province has fulfilled its obligation to consult with shísháhl Nation in relation to the transfer of the Gravel Lands to kwikwil.
- 4.2 **kwikwil Representations.** kwikwil represents and warrants with the intent and understanding that they will be relied on by the Province and BCTFA in entering into this Agreement, that:
- a) all of the shares in kwikwil and all of the limited partnership units in Kwikwil Holdings Limited Partnership are wholly owned, directly or indirectly, legally and beneficially by shísháhl Nation;
  - b) it has the legal power, capacity and authority to enter into this Agreement; and
  - c) this Agreement has been duly authorized, executed and delivered by kwikwil.
- 4.3 **Provincial Representations.** The Province represents and warrants to the shísháhl Nation and kwikwil, with the intent and understanding that they will be relied on by shísháhl Nation and kwikwil in entering into this Agreement, that:
- a) it has the legal power, capacity and authority to enter into this Agreement;
  - b) on satisfaction or waiver of the conditions precedent under 5.1 and 5.2, it will have the legal power, capacity and authority to transfer the fee simple title to the Lands to shísháhl Nation or kwikwil as contemplated by this Agreement; and
  - c) this Agreement has been duly authorized, executed and delivered by the Province.
- 4.4 **BCTFA Representations.** BCTFA represents and warrants to shísháhl Nation and kwikwil, with the intent and understanding that they will be relied on by the shísháhl Nation and kwikwil in entering into this Agreement, that:

- a) it has the legal power, capacity and authority to enter into this Agreement;
- b) this Agreement has been duly authorized, executed and delivered by the BCTFA.

## **ARTICLE 5 – CONDITIONS PRECEDENT**

5.1 **Conditions Precedent to Land Transfers.** The obligation of the Province to transfer the Lands under this Agreement is subject to:

- a) 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;
- b) shíshálh Nation being in compliance with its material obligations under the Foundation Agreement;
- c) the representations and warranties of shíshálh Nation and kwikwil under this Agreement and the Foundation Agreement being true and correct on and up to the applicable Closing Date;
- d) in respect of all previously transferred Lands, all material obligations of shíshálh Nation and kwikwil having been fully performed in accordance with this Agreement;
- e) for the DL 7613 Lands, the Province and kwikwil having reached agreement in accordance with Article 7 on the Permitted Encumbrances applicable to the DL 7613 Lands that are described in Schedule 4 Part 2 but are subject to agreements with interest holders being concluded and updating and amending Schedule 4 Part 2 accordingly;
- f) for the DL 2725 Lands, the Province and kwikwil having reached agreement in accordance with Article 7 on the Permitted Encumbrances applicable to the DL 2725 Lands that are described in Schedule 4 Part 3 but are subject to agreements with interest holders being concluded and updating and amending Schedule 4 Part 3 accordingly;
- g) for the DL 1592 Lands, the Province and shíshálh Nation having reached agreement in accordance with Article 7 on the Permitted Encumbrances applicable to the DL 1592 Lands, including completion of agreements with interest holders as necessary, and updating and amending Schedule 4 Part 4 accordingly;

- h) for the DL 1592 Lands, the Province and shíshálh Nation reaching agreement in accordance with Article 7 on the location and size of any Crown Corridors for the DL 1592 Lands;
- i) legal surveys for the applicable Lands having been completed on or before the applicable Closing Date;
- j) the minister responsible having authorized the disposition of the applicable Lands in accordance with Provincial Law;
- k) any and all necessary subdivision approvals having been obtained for the applicable Lands; and
- l) the Province being satisfied that it has undertaken sufficient inter-ministry consultation with respect to the transfer of the applicable Lands, including obtaining Cabinet approval.

5.2 **Conditions Precedent to the transfer of the Gravel Lands.** In addition to the conditions set out in section 5.1, the obligation of the Province to transfer the Gravel Lands is also subject to:

- a) not less than 30 days before the Closing Date, unless otherwise agreed, kwikwil and Lehigh Hanson Materials Limited, each providing notice in writing to the Province substantially in the form and content set out in Schedule 7 that they have reached agreement on the terms and conditions of a gravel lease in respect of the Gravel Lands to be registered against the title to the Gravel Lands on the Closing Date (the “**kwikwil Lehigh Lease”);**
- b) not less than 30 days before the Closing Date, unless otherwise agreed,, Lehigh Hanson Materials Limited, and the Province entering into an agreement, on such terms and conditions as are satisfactory to the Province acting reasonably, to surrender the Lehigh Lease Replacement effective as of the Closing Date;
- c) not less than 7 days before the Closing Date, legal counsel for kwikwil confirming to legal counsel for the Province that he or she has a registerable copy of the executed kwikwil Lehigh Lease and undertaking to register the kwikwil Lehigh Lease against the title to the Gravel Lands on the Closing Date in order of priority as agreed to under the kwikwil Lehigh Lease;
- d) not less than 7 days before the Closing Date, legal counsel for the Province confirming to legal counsel for kwikwil that he or she has a registerable discharge of the Lehigh Lease Replacement; and

- e) *Mines Act* permit G-7-48 having been amended or replaced to authorize and enable ongoing operations under the k̓w̓ik̓w̓il Lehigh Lease.
- 5.3 **Staged Transfer of Gravel Lands.** In the event that the DL 7613 Lands and the DL 2725 Lands will be transferred separately, then the conditions in section 5.2 will apply separately for each parcel so that there will be a k̓w̓ik̓w̓il Lehigh Lease, surrender agreement for the Lehigh Lease Replacement, and *Mines Act* permit amendment for each of the DL 7613 Lands and the DL 2725 Lands.
- 5.4 **Completing Conditions.** The Parties acknowledge that the surrender of the Lehigh Lease Replacement and the k̓w̓ik̓w̓il Lehigh Lease are inter-related, and, to the extent required, will work together to complete the conditions under section 5.2.
- 5.5 **DL 1592 Environmental Reports.** As soon as practicable after the Effective Date, the Province will, with input and review from shíshálh Nation on the terms of reference and the consultant to be retained, obtain and provide to shíshálh Nation a Stage 1 and, if reasonably recommended by the consultant, Stage 2 environmental assessment report in respect of the DL 1592 Lands (the “**Environmental Reports**”). The Environmental Reports are provided for information purposes only and on the basis that shíshálh will independently review and assess the Environmental Reports and that the Province makes no representation or warranty to shíshálh Nation regarding the accuracy and completeness of the Environmental Reports.
- 5.6 **Election to Obtain Transfer of DL 1592.** Within 60 days of receiving the Environmental Reports under 5.5, or such other time as the Province and shíshálh Nation agree, shíshálh Nation will determine whether, subject to the other terms and conditions of this Agreement, it elects to accept a transfer of the DL 1592 Lands on an “as is” basis and assume responsibility for the environmental condition of the DL 1592 Lands in accordance with this Agreement, and will notify the Province of its election accordingly.
- 5.7 **Conditions Precedent to the Transfer of the DL 1592 Lands.** In addition to the conditions set out in section 5.1, the transfer of the DL 1592 Lands is subject to the Province having received a notice in writing from shíshálh Nation electing to proceed with the transfer in accordance with section 5.6.
- 5.8 **Alternate Lands or Possible Remediation of DL 1592 Lands.** If shíshálh Nation notifies the Province that it elects not to proceed with the transfer of the DL 1592 Lands in accordance with 5.6, then the Province and shíshálh Nation will negotiate and attempt to reach agreement on:
- a) the potential remediation of the DL 1592 Lands by the Province and the terms and conditions of a transfer of the remediated DL 1592 Lands; or

- b) the identification of alternate provincial Crown lands of approximately the same size and value as the DL 1592 Lands and the terms and conditions of a transfer of those lands.

- 5.9 **Required Mandates and Approvals.** The Province and shíshálh Nation acknowledge that any agreement to remediate the DL 1592 Lands and to transfer the remediated lands, or to transfer any alternate lands that may be identified in accordance with 5.8, is subject to the Province and shíshálh Nation each obtaining all required internal mandates and approvals.
- 5.10 **Conditions in Favour of Province.** Other than as set out in sections 5.11 and 5.12, the conditions precedent set out in this Article 5 are for the sole benefit of the Province and may be waived by the Province on written notice to shíshálh Nation or k̓w̓ik̓wil, as applicable.
- 5.11 **Joint Conditions.** The condition precedents in subsections 5.2 a) b), d) and e) relating to the Gravel Lands are joint conditions precedents in favour of k̓w̓ik̓wil and the Province and may only be waived with agreement by the Province and k̓w̓ik̓wil . The conditions precedent in section 5.6 relating to the environmental condition of the DL 1592 Lands and the election of shíshálh Nation to proceed with the transfer are joint conditions precedent in favour of shíshálh Nation and the Province and may only be waived with the agreement of shíshálh Nation and the Province.
- 5.12 **Conditions in Favour of shíshálh Nation.** Any additional condition precedent regarding remediation of the DL 1592 Lands as may be agreed to by the Province and shíshálh Nation under section 5.6, may only be waived by shíshálh Nation.

## **ARTICLE 6 – CONDITION OF LANDS**

- 6.1 **Lands “As Is”.** shíshálh Nation and k̓w̓ik̓wil, as applicable, each acknowledge and agree that any of the Lands acquired under this Agreement are acquired “as is”.
- 6.2 **Viability of Lands.** shíshálh Nation and k̓w̓ik̓wil, as applicable, each acknowledge and agree 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 shíshálh Nation or k̓w̓ik̓wil; and

- d) the provisions of any enactments or bylaws of any governmental body which relate to the development, use and occupation of the Lands.
- 6.3 **Survey of DL 7613 Lands.** The Province and k̓w̓ik̓w̓il acknowledge that the landfill located on Block C within DL 7613 may encroach onto the DL 7613 Lands and agree that the boundaries of the DL 7613 Lands will be adjusted when completing the survey as necessary to exclude any area that is currently or formerly used as landfill, as determined by a representative chosen by k̓w̓ik̓w̓il who will accompany the surveyor.
- 6.4 **Agricultural Land Reserve.** The Parties acknowledge that a portion of the DL 7613 Lands is included in the Agricultural Land Reserve and agree that they will work cooperatively to assist k̓w̓ik̓w̓il and/or shíshálh Nation in making an application to the Agricultural Land Commission to have that portion of the DL 7613 Lands excluded from the Agricultural Land Reserve.
- 6.5 **Environmental Condition of Lands.** shíshálh Nation and k̓w̓ik̓w̓il, as applicable, each:
- a) waive the requirement, if any, of the Province to provide a site profile as defined in the *Environmental Management Act* for the Lands;
- b) acknowledge and agree that the Province has not given any representation or warranty concerning the environmental condition of the Lands (including surface water and groundwater), including 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 and past uses of the Lands or any surrounding or neighbouring land;
- c) acknowledge and agree that it is aware that before the Closing Date, the Gravel Lands were subject to provincial Crown lease no. 23360 and *Mines Act* permit number G-7-48 and that the Gravel Lands were and are the subject of past and current commercial gravel extraction operations that may have resulted in the presence of toxic, hazardous, dangerous or potentially dangerous substances being placed on or under the Lands or hazardous, dangerous or potentially dangerous slope conditions or other hazards being created on the Gravel Lands.
- 6.6 **Environmental Assurances in Respect of the Lands.** From and after the Closing:
- a) shíshálh Nation will assume all environmental liabilities relating to the DL 1592 Lands including 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 DL 1592 Lands (including surface water and groundwater);

- b) kwikwil will assume all environmental liabilities relating to the Gravel Lands including 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 DL 1592 Lands (including surface water and groundwater);
- c) kwikwil will indemnify and save harmless the Province and Provincial Officials from and against any and all Proceedings after the Closing arising out of or in connection with any and all environmental liabilities or hazardous conditions relating to the Gravel Lands described in 6.5, except where the Proceedings arise out of or in connection with the migration of toxic, hazardous, dangerous or potentially dangerous substances from the Gravel Lands that occurred prior to the Closing Date;
- d) shíshálh Nation will indemnify and save harmless the Province and Provincial Officials from and against any and all Proceedings after the Closing arising out of or in connection with any and all environmental liabilities or hazardous conditions relating to the DL 1592 Lands described in 6.5, except where the Proceedings arise out of or in connection with the migration of toxic, hazardous, dangerous or potentially dangerous substances from the DL 1592 Lands that occurred prior to the Closing Date; and
- e) shíshálh Nation and kwikwil jointly and severally release the Province and Provincial Officials from and against any and all Proceedings with respect to any and all environmental liabilities or hazardous conditions described in 6.5 relating to the Lands.

**6.7 Effect of 6.6.** For greater certainty:

- a) 6.6 applies where:
  - i) any contamination or hazardous condition relating to the Lands, whether disclosed or undisclosed, known or unknown, created or existing, arose before the Closing Date or arose before and continues after the Closing Date; and
  - ii) any environmental liability relating to the costs of remediation or reclamation of the Lands are incurred after the Closing Date and relate to contamination or hazardous conditions that arose before the Closing Date or arose before and continues after the Closing Date;

- b) 6.6 does not apply where any environmental liability relating to the Lands results from the acts or omissions of British Columbia after the Closing Date; and
- c) 6.6 applies to the transfer of the DL 1592 Lands, notwithstanding the provision of the Environmental Reports by the Province to shíshálh Nation under 5.5 in respect of the DL 1592 Lands.

## **ARTICLE 7 – RESERVATIONS, ENCUMBRANCES AND CROWN CORRIDORS**

- 7.1 **Reservations and Permitted Encumbrances.** shíshálh Nation and kwíkwil, as applicable, each acknowledge and agree that, on execution of this Agreement or receipt of updated Schedules under 7.4 and 7.6, and as of the Closing Date:
- a) it is familiar with the existence and terms of the Permitted Encumbrances and Reservations and accepts fee simple title to the Lands subject to the Permitted Encumbrances and Reservations; and
  - b) it will 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 or under a Permitted Encumbrance.
- 7.2 **Expiry of Lehigh Lease.** The Parties acknowledge that the Lehigh Lease expires on December 31, 2018. A replacement lease with Lehigh Hanson Material Limited will be for a term not exceeding two years (the “**Lehigh Lease Replacement**”), and the Province will seek to secure consent of shíshálh Nation to the terms of the Lehigh Lease Replacement,
- 7.3 **Crown Corridors for Gravel Lands.** The highways within the DL 7613 Lands shown as Crown Corridor on Schedule 1 (the “**DL 7613 Roads**”) are Crown Corridors and are excluded from the DL 7613 Lands. The Province, as represented by the minister responsible for the *Transportation Act* will determine the width of the Crown Corridor required, provided that the Crown Corridor will be no more than 38 metres wide. There are no Crown Corridors on the DL 2725 Lands.
- 7.4 **Finalization of Permitted Encumbrances for Gravel Lands.** The Province and kwíkwil agree that the Permitted Encumbrances for the Gravel Lands are generally as set out in Schedule 4 and where applicable are subject to concluding the terms of agreements with interest holders as described in Schedule 4 Part 2 and Part 3. Schedule 4 Part 2 and Part 3 will be amended once the Permitted Encumbrances have been finalized.

- 7.5 **Finalization of Crown Corridors for DL 1592.** The Province and shíshálh Nation acknowledge that as of the Effective Date, they are still working together to confirm the Crown Corridors, if any for the DL 1592 Lands and agree that once this has been determined the Map in Schedule 3 will be amended if necessary to show any agreed upon Crown Corridors.
- 7.6 **Finalization of Permitted Encumbrances for DL 1592.** The Province and shíshálh Nation acknowledge that as of the Effective Date, they are still working together to confirm the Permitted Encumbrances for the DL 1592 Lands and agree that once this has been determined Schedule 4 Part 4 will be amended to reflect the agreed upon Permitted Encumbrances for the DL 1592 Lands.
- 7.7 **Regional District and District.** In finalizing the Permitted Encumbrances for the Lands and Crown Corridors for the DL 1592 Lands, the Parties will work together to address the interests of the Sunshine Coast Regional District and the District of Sechelt on the Lands.
- 7.8 **Amendments Form Part of Agreement.** Where any amendments are agreed to under sections 7.4, 7.5, or 7.6, the Schedules to this Agreement will be revised and initialed accordingly. The revised and initialed Schedule will form part of this Agreement.
- 7.9 **Registration of Permitted Encumbrances.** All Permitted Encumbrances that are registerable interests will be registered in the Land Title Office.
- 7.10 **DL 7613 Road Relocation Agreement.** The Province acknowledges shíshálh Nation's and k̓w̓ik̓w̓il 's interest in:
- a) re-locating the DL 7613 Roads and the Crown Corridors on the DL 7613 Lands; and
  - b) acquiring the DL 7613 Roads and Crown Corridors on the DL 7613 Lands for future gravel and aggregate extraction, and
- if k̓w̓ik̓w̓il determines that it would like to relocate and acquire any of the DL 7613 Roads (or portions thereof), it will notify the Province as represented by the minister responsible for the *Transportation Act* of shíshálh Nation's and k̓w̓ik̓w̓il's interest in such relocation and acquisition.
- 7.11 If, upon receiving notice under section 7.10 the Province, as represented by the minister responsible for the *Transportation Act*:
- a) determines, in its sole discretion, that the applicable portion of the DL 7613 Roads is surplus highway that should be discontinued and closed pursuant to s. 60(2) of the *Transportation Act*, and

- b) is satisfied that kwikwil will, at its cost, provide alternate highway access (the “**Alternate Access**”) through or around the Gravel Lands, or through agreed-upon Crown lands

then kwikwil, BCTFA and the Province will, as soon as practicable, and in good faith, negotiate and attempt to reach an agreement on the relocation and acquisition by kwikwil of the discontinued and closed DL 7613 Roads (a “**DL 7613 Road Relocation Agreement**”).

7.12 **DL 7613 Roads no Longer Required.** Subject to section 7.13, a DL 7613 Road Relocation Agreement negotiated under section 7.11 must provide that:

- a) if kwikwil, at its cost, provides Alternate Access through or around the Gravel Lands, or through agreed-upon Crown lands, then following:
- (i) the dedication of the Alternate Access as arterial highway pursuant to section 107 of the *Land Title Act*, and
  - (ii) construction, to the satisfaction of the Province, as represented by the minister responsible for the *Transportation Act*, of the Alternative Access by kwikwil at kwikwil’s sole cost,

the Province, as represented by the minister responsible for the *Transportation Act*, will close and raise title to the discontinued and closed portion of the DL 7613 Roads and BCTFA and the Province will arrange for the transfer of the estate in fee simple of such portion to kwikwil for \$1.00. In any such arrangement the Province will pay BCTFA fair market value for the land being transferred and will pay all registration charges, the *Property Transfer Tax Act* tax, which, for greater certainty, the Province will pay or seek an exemption, the GST, and all other taxes and charges payable upon the transfer of the land to kwikwil.

7.13 **Alternate Access Construction Standards.** Without limiting any part of this Agreement, the Parties acknowledge and agree that any Alternate Access constructed pursuant to a DL 7613 Road Relocation Agreement must be:

- a) planned, designed, and constructed to a similar standard and comparable quality as the DL 7613 Roads in accordance with applicable Ministry of Transportation and Infrastructure standards, including, without limitation, standards relating to highway surface and grade; and
- b) constructed to a similar width as the DL 7613 Roads, provided that in no event will the width be less than the DL 7613 Roads,

and the minister responsible for the *Transportation Act* may request to review and approve all plans with respect to the Alternate Access prior to dedication and construction.

- 7.14 **Alternate Access.** The Parties acknowledge that although they are still negotiating the extent of kwikwi's obligation to provide Alternate Access under a DL 7613 Road Relocation Agreement, the Province is not obliged to discontinue and close a DL 7613 Road if Alternate Access is not dedicated and constructed, to the satisfaction of the Province, as represented by the minister responsible for the *Transportation Act*, through or around the Gravel Lands, or through agreed-upon Crown lands.
- 7.15 **Subsequent Transfer of Gravel Lands.** shíshálh Nation will ensure that kwikwi, or any of its successors or assigns, provides written notice to any person to whom it proposes to transfer all or any portion of the fee simple interest in the Gravel Lands, of the indemnities provided to the Province in respect of environmental matters under 6.6 and 6.7 of this Agreement and prior to any such transfer will require that person to provide a similar indemnity to the Province, in form and substance acceptable to the Province acting reasonably. The Province agrees that kwikwi can assign its rights and obligations under sections 7.10 to 7.13 to any person that acquires a fee simple interest in the Gravel Lands and such provisions will be binding on that person.

## **ARTICLE 8 – BCTFA LANDS AND BYPASS CORRIDOR ENGAGEMENT**

- 8.1 **BCTFA Lands.** Within three (3) years of the Effective Date, or such other date as may be agreed to among BCTFA, the Province and shíshálh Nation, BCTFA will determine whether or not the BCTFA Lands should be declared surplus to BCTFA's purposes under the *Transportation Act*.
- 8.2 **BCTFA Lands Declared Surplus.** If BCTFA determines that the BCTFA Lands are surplus to BCTFA's purposes under the *Transportation Act* and the BCTFA Lands are acquired by the Province pursuant to sections 4.5 or 4.6 of the Foundation Agreement, then either:
- a) this Agreement will be amended to include the transfer of the BCTFA Lands, together with the transfer of the DL 1592 Lands, and subject to the same terms and conditions; or
  - b) the Province and shíshálh Nation will enter into an agreement on substantially the same terms as this agreement to transfer the BCTFA Lands to shíshálh Nation.
- 8.3 **BCTFA Lands Transfer Costs.** The Province, as represented by the minister responsible for the *Lands, Parks and Housing Act*, will pay all registration charges, the *Property Transfer Tax Act* tax, which, for greater certainty, the

Province will pay or seek an exemption, the GST, and all other taxes and charges payable upon the transfer of the BCTFA Lands to the Province.

- 8.4 **Engagement on Bypass Corridor.** At the request of the Province, as represented by the minister responsible for the *Transportation Act*, shíshálh Nation agrees to participate in a meaningful engagement process with the Province regarding the potential use of the Bypass Corridor for a future highway bypass around the District of Sechelt. The Province, as represented by the minister responsible for the *Transportation Act*, will provide funding for shíshálh Nation's participation in any such engagement process, and shíshálh Nation and the Province agree that the extent of such funding will be the subject of further discussion between shíshálh Nation and the Province, as represented by the minister responsible for the *Transportation Act*.

## **ARTICLE 9 – TRANSACTION COSTS**

- 9.1 **Property Transfer Tax and Other Costs.** The Province is responsible for the following costs in connection with the transfer of the Lands:
- a) the cost associated with ensuring the Lands have a survey which meets the requirements for registration in the Land Title Office;
  - b) any costs or fees associated with the preparation and issuance of Crown Grants and 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;
  - d) property transfer tax payable under the *Property Transfer Tax Act* which, for greater certainty, the Province will pay or seek an exemption; and
  - e) the cost of the Environmental Reports to be obtained in respect of the DL 1592 Lands under section 5.5.
- 9.2 **Public Utility Permitted Encumbrances.** Notwithstanding 9.1, all costs associated with the surveying and registration of Permitted Encumbrances held by a public utility will be the responsibility of the public utility.
- 9.3 **GST, PST and Other Charges.** shíshálh Nation or kwikwil, as applicable, are responsible for any federal or 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 the terms of this Agreement.

- 9.4 **Annual Taxes and Other Costs.** shíshálh Nation or kwikwil, as applicable, are responsible for any and all annual taxes payable in respect of the Lands in accordance with provincial law. 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, except as set out in this Agreement or the Foundation Agreement.

## **ARTICLE 10 - OTHER COVENANTS**

- 10.1 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 shíshálh Nation or kwikwil challenge the applicability of provincial laws to the Lands.
- 10.2 For greater certainty, nothing in section 10.1 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;
  - b) if the Lands become “Sechelt Lands” within the meaning of the *Sechelt Indian Band Self-Government Act*, as affecting shíshálh Nation’s jurisdiction over those lands;
  - c) as limiting any position shíshálh Nation may take in negotiating the recognition of the Lands as another form of land tenure such as Aboriginal title lands; or
  - d) if the Lands are confirmed to be Aboriginal title lands through agreement or court action as preventing shíshálh Nation from claiming that any law infringes its Aboriginal title or rights.

## **ARTICLE 11 - DISPUTE RESOLUTION**

- 11.1 **Dispute Resolution.** If the Parties are unable to resolve a dispute that arises regarding this Agreement, the dispute between the Parties will be referred to the Solutions Forum and the provisions in sections 6.6 to 6.10 of the Foundation Agreement will apply. For greater certainty, the dispute resolution process in this section 11.1 is not intended to fetter the discretion of any decision-making authority.

## **ARTICLE 12 - NOTICES**

- 12.1 **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 in this Agreement, 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:

Chief Negotiator  
Negotiations and Regional Operations  
Ministry of Indigenous Relations and Reconciliation  
P.O. Box 9100 STN PROV GOVT  
Victoria B.C. V8W 9B1  
Telephone: (250) 356-1394  
Fax: (250) 387-6594  
[Heinz.Dyck@gov.bc.ca](mailto:Heinz.Dyck@gov.bc.ca)

if to the shíshálh Nation:

Divisional Manager  
Stewardship and Territorial Land Management Division  
shíshálh Nation  
PO Box 740  
Sechelt, B.C., V0N 3A0  
Telephone: 604-885-2273  
Fax: 604-885-3490  
[jpaul@sechelnation.net](mailto:jpaul@sechelnation.net)

if to Ministry of Transportation and Infrastructure

Transportation and Infrastructure  
Room 5A – 940 Blanshard Street  
Victoria, BC V8W 3E6  
Attention: Executive Director

if to BCTFA

Transportation and Infrastructure  
Room 5A – 940 Blanshard Street  
Victoria, BC V8W 3E6  
Attention: Executive Director  
Email: [TRAN.properties@gov.bc.ca](mailto:TRAN.properties@gov.bc.ca)

- 12.2 **Change of Address.** A Party may, from time to time, give notice to the other Party of any change of address, email address or facsimile number of the Party giving such notice and after the giving of such notice, the address, email address or facsimile number will, for purposes of this Agreement be conclusively deemed

to be the address, email address or facsimile number of the Party giving such notice.

- 12.3 **Interpretation.** For the purposes of this Article 12, “Party” and “Parties” includes BCTFA.

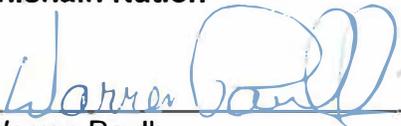
### **ARTICLE 13 - GENERAL**

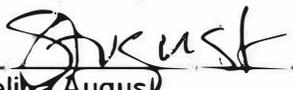
- 13.1 **Entire Agreement.** This Agreement is the entire agreement between the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement.
- 13.2 **Further Acts and Assurances.** Each of the Parties will, upon the reasonable request of the other Party, do such further lawful acts or deliver such further documents in a timely fashion as are reasonably required in order to fully perform and carry out the terms of this Agreement.
- 13.3 **No Implied Waiver.** Any waiver of a provision of this Agreement, the performance by a Party of an obligation under this Agreement or 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.
- 13.4 **Successors.** This Agreement will enure to the benefit of and be binding on the shíshálh Nation and its successors and the Province.
- 13.5 **No Admissions.** Nothing in this Agreement will be construed as an:
- a) admission by the Province of the validity of any claim by the shíshálh Nation to a specific treaty or 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; or
  - c) acknowledgment by the Province that it has an obligation to provide financial or economic accommodation to the shíshálh Nation.
- 13.6 **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); 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.

- 13.7 **No Fettering.** Nothing in this Agreement will be interpreted in a way that fetters the discretion of any decision-making authority.
- 13.8 **Amendment.** This Agreement may be amended from time to time by the Parties in writing.
- 13.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 13.10 **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy, email or facsimile copy) and delivering it to the other Party by email or facsimile transmission.
- 13.11 **Interpretation.** For the purposes of this Article 13, "Party" and "Parties" includes BCTFA.

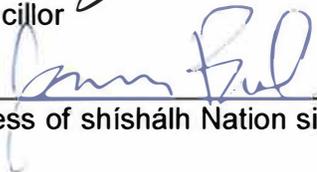
**IN WITNESS WHEREOF** the Land Transfer Agreement has been executed by each of the Province, shishálh Nation, kwikwil, and BCTFA as of the day and year first above written.

Signed on behalf of:  
**shishálh Nation**

  
 Warren Paul  
 hiwus (Chief)

  
 Selina August  
 Councillor

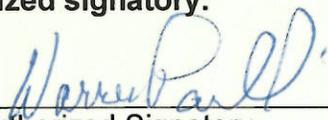
  
 Keith Julius  
 Councillor

  
 Witness of shishálh Nation signatures

  
 Alvina Paul  
 Councillor

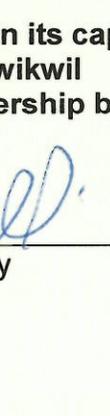
  
 Corey August  
 Councillor

**Kwikwil Holdings Ltd., in its capacity  
as general partner of Kwikwil  
Holdings Limited Partnership by its  
authorized signatory:**

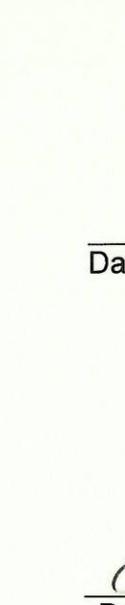
By:   
Authorized Signatory  
Name:  
Title:

Oct. 4, 2018  
Date

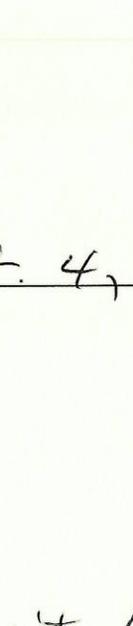
Signed on behalf of:  
**Government of British Columbia**

  
Hon. Scott Fraser  
Minister of Indigenous Relations and  
Reconciliation

Oct 4 / 2018  
Date

  
Hon. Doug Donaldson  
Minister of Forests, Lands, Natural  
Resource Operations and Rural  
Development

Oct 4 / 2018  
Date

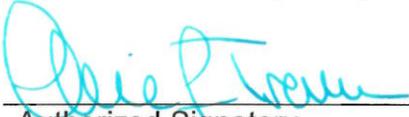
  
Hon. Claire Trevena  
Minister of Transportation and  
Infrastructure

4<sup>th</sup> October 2018  
Date

  
Witness of Ministers' signatures

**BC TRANSPORTATION FINANCING  
AUTHORITY**

By its authorized signatory:



Authorized Signatory

Name: Hon. Claire Trevena

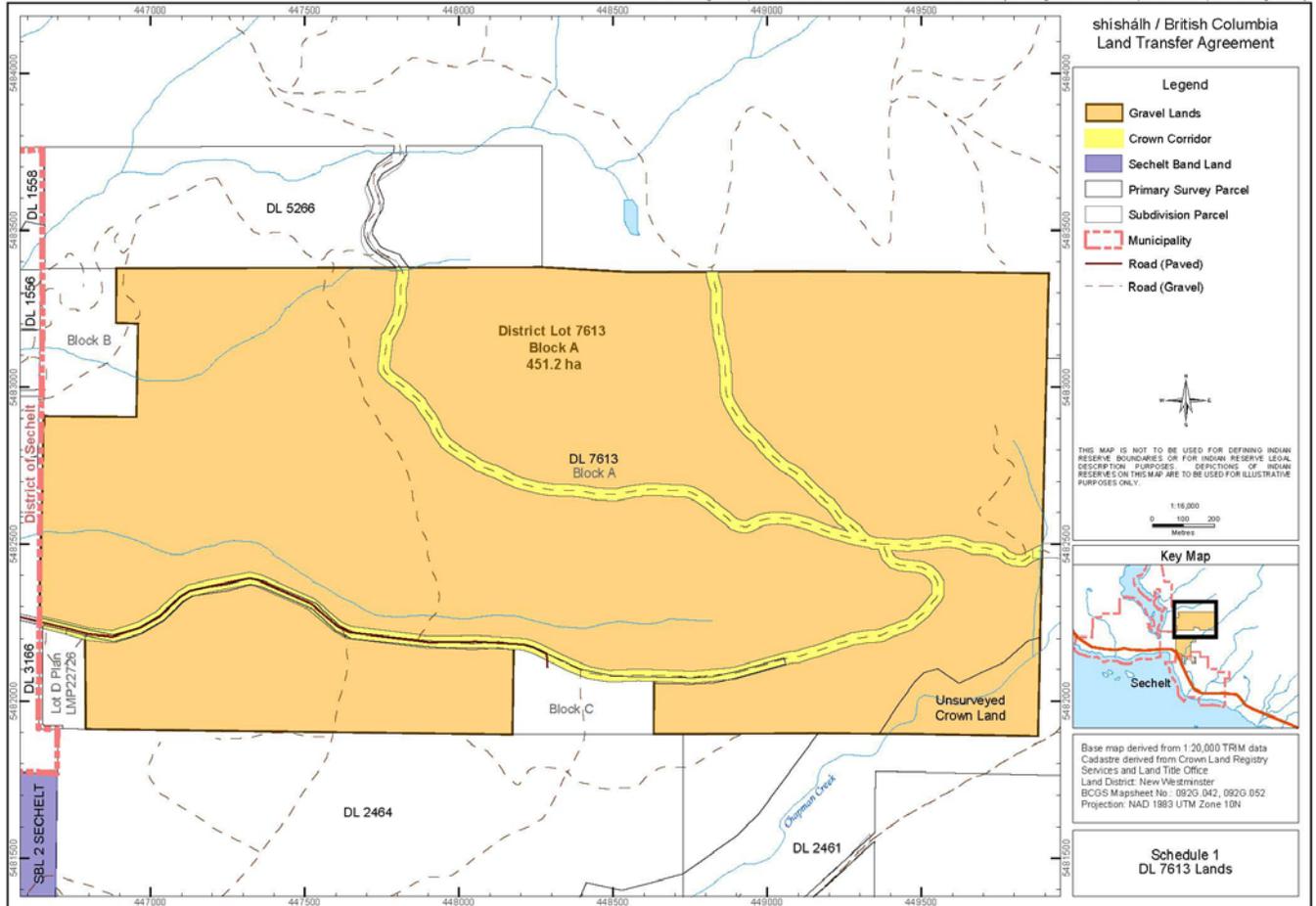
Title: Minister of Transportation and  
Infrastructure



Date

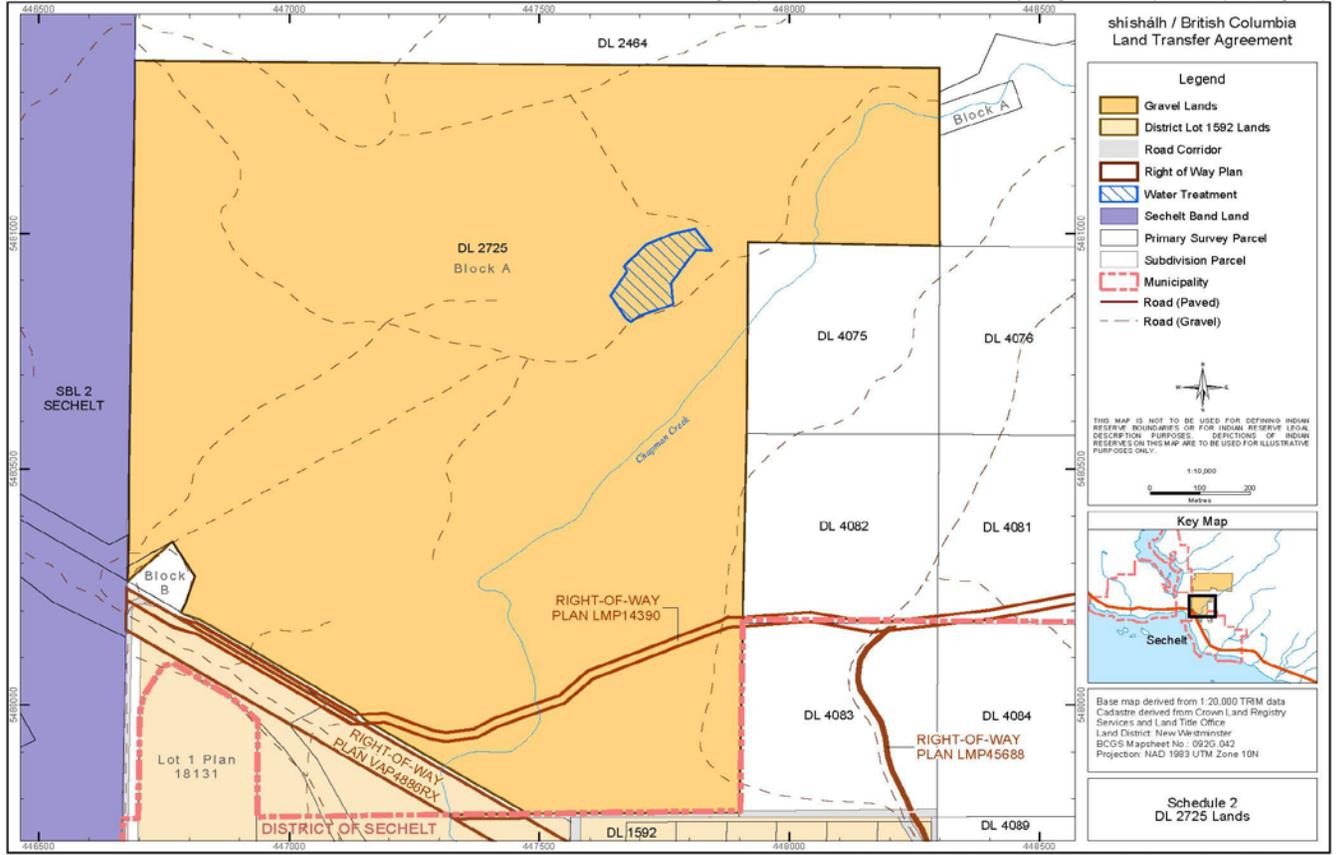
# Schedule 1 – Map of DL 7613 Lands for Illustrative Purposes

Note: the parties agree that this map has been prepared and attached for illustrative purposes only and is not to be used for defining Gravel Land boundaries or for their legal descriptions. Finalization of Gravel Land boundaries remains subject to negotiation between the parties and completion of a legal survey.



## Schedule 2 – Map of DL 2725 Lands for Illustrative Purposes

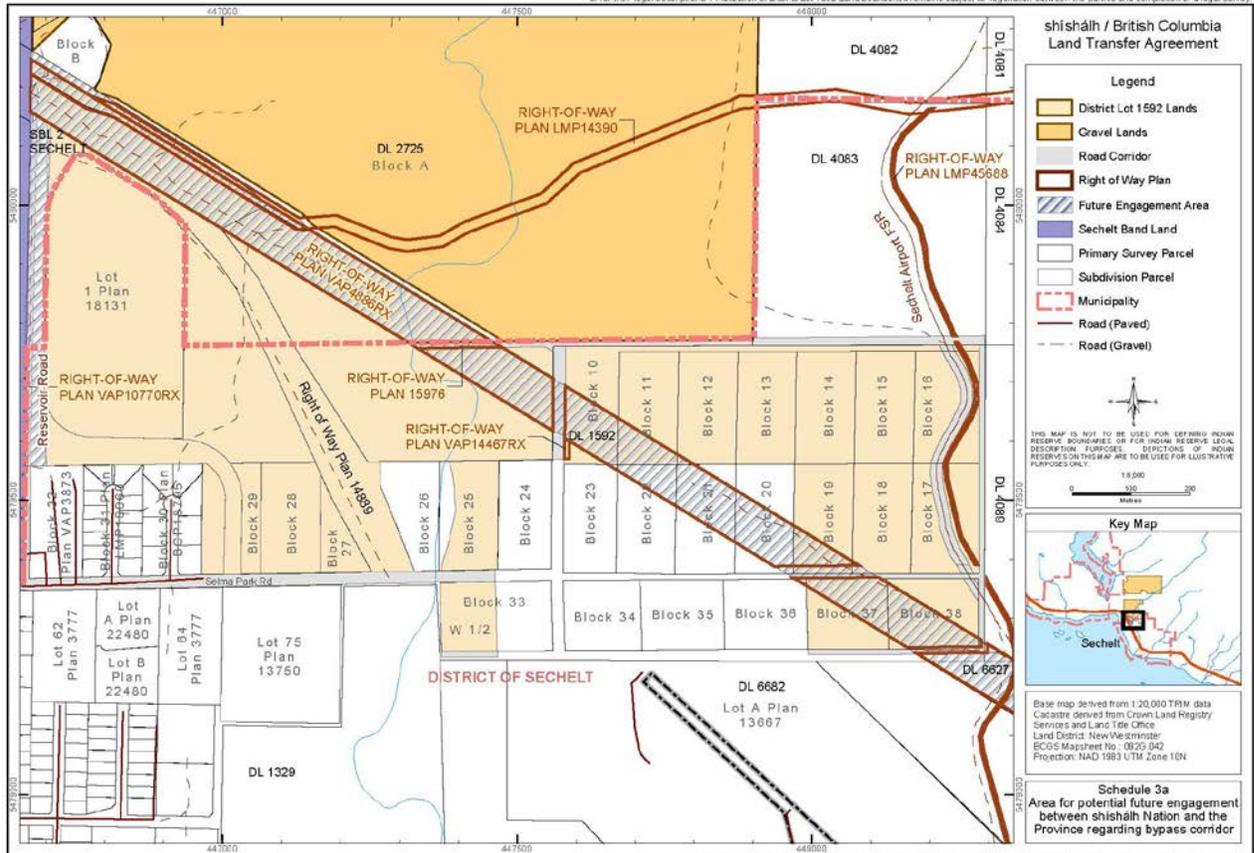
Note: the parties agree that this map has been prepared and attached for illustrative purposes only and is not to be used for defining Gravel Lands boundaries or for their legal descriptions. Finalization of Gravel Lands boundaries remains subject to negotiation between the parties and completion of a legal survey.





# Schedule 3A – Map of Bypass Corridor Engagement Area

Note: the parties agree that this map has been prepared and attached for illustrative purposes only and is not to be used for defining District Lot 1592 Land boundaries or for their legal descriptions. Finalization of District Lot 1592 Land boundaries remains subject to negotiation between the parties and completion of a legal survey.



## Schedule 4 – Permitted Encumbrances

### **Part 1 - Exceptions and Reservations and Permitted Encumbrances Applicable to all Lands**

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 *Land Act*

any conditional or final water license or substituted water license issued or given under the *Water Sustainability Act*, 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 *Mineral Tenure Act*, *Coal Act* or *Petroleum and Natural Gas Act* or under any prior or subsequent enactment of the Province of British Columbia of like effect.

### **Part 2 - Permitted Encumbrances Applicable to DL 7613 Lands**

- kwikwil Lehigh Lease to replace Lease GB139602 to Sechelt Aggregates Ltd ( now Lehigh Hanson Materials Limited) in a form agreed to by shíshálh Nation and Lehigh Hansons Material Limited to be registered against title
- right of ways in favour of Sunshine Coast Regional District with respect to distribution lines to be in a form agreed to by shíshálh Nation and Sunshine Coast Regional District
- Water reserve OIC 2277/1967 Chapman Creek Community Watershed
- Conditional Water License C025433 including associated works
- Conditional Water License C025434 including associated works
- Conditional Water License C025435 including associated works

### **Part 3 - Permitted Encumbrances Applicable to DL 2725 Lands**

- kwikwil Lehigh Lease to replace Lease GB139602 to Sechelt Aggregates Ltd ( now Lehigh Hanson Materials Limited) in a form agreed to by shíshálh Nation and Lehigh Hansons Material Limited to be registered against title
- Statutory Right of Way in favour of Terasen Gas to replace Statutory Right of Way BV392617 and to be registered against title. The form of instrument will be subject to shíshálh Nation's review and approval.
- Leases, licences, easements or right of ways in favour of Sunshine Coast Regional District with respect to waterworks infrastructure and access, to be in a form agreed to by shíshálh Nation and Sunshine Coast Regional District
- Water reserve OIC 2277/1967 Chapman Creek Community Watershed

### **Part 4 - Permitted Encumbrances Applicable to DL 1592 Lands**

The Province and shíshálh Nation will work together to confirm Permitted Encumbrances but agree that the Permitted Encumbrances will include:

- Statutory Right of Way for a Transmission Line to replace Right of Way 527076M and Right of Way M68807, to form a continuous right of way over DL 1592 Lands once Crown Corridors have been determined pursuant to section 7.5, in favour of BC Hydro, to be in a form agreed to by shíshálh Nation and BC

Hydro and submitted concurrently with the transfer of DL 1592 Lands for registration in the Land Title Office, and registered in the same order of priority as the charges on the current title.

- Statutory Right of Way for Ancillary Rights, in favour of BC Hydro, to be in a form agreed to by shíshálh Nation and BC Hydro and submitted concurrently with the transfer of DL 1592 Lands for registration in the Land Title Office
- Statutory Right of Way in favour of Terasen Gas to replace Statutory Right of Way BV392617 and to be registered against title. The form of instrument will be subject to shíshálh Nation's review and approval.
- Leases, licenses, easements or right of ways in favour of Sunshine Coast Regional District with respect to waterworks infrastructure and access, to be in a form agreed to by shíshálh Nation and Sunshine Coast Regional District
- Statutory Right of Way in favour of Terasen Gas to replace Statutory Right of Way BT30707 and to be registered on title. The form of instrument will be subject to shíshálh Nation's review and approval.
- Statutory Right of Way in favour of Sunshine Coast Regional District, to replace Statutory Right of Ways K75990 and BN308185 and to be registered on title. The form of instrument will be subject to shíshálh Nation's review and approval.

**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 in relation to Property Transfer Tax Matters**

TO WHOM IT MAY CONCERN:

1. Section \_\_\_ of the land Transfer Agreement (the "Agreement") among the Province of British Columbia, shísháhlh Nation, Kwikwil Holdings Ltd., and BC Transportation Finance Authority, dated [date], 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 Foundation 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 [name] 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 [name of Designated Company]

\_\_\_\_\_  
Name and Title (please print)

**Schedule 7 - Form of Notice**

To:

Re: **kwiwkil Lehigh Lease** for Sechelt Gravel Mine

We confirm that Kwikwil Holdings Ltd. and Lehigh Hanson Materials Limited have reached agreement on the terms and conditions of the lease to replace lease GB139602 registered against title to lands legally described as Parcel identifier: 011-902-523 Block A District Lot 7613 Group 1 New Westminster District except part subdivided by Plan LMP22726, Parcel identifier: 007-223-960 Block A, except part in Plan 18131, District Lot 2725 Plan 18063 ("Gravel Lands"). We understand the replacement lease will be registered against title to the Gravel Lands concurrently with the transfer of the Gravel Lands from the Province to Kwikwil Holdings Ltd.

Yours Truly,

[Kwikwil Holdings Ltd.]

[Lehigh Hanson Materials Limited]