

**LAX KW'ALAAMS / BRITISH COLUMBIA  
PHASE I LAND RECONCILIATION AGREEMENT**

This Agreement is dated for reference March 22, 2024

**BETWEEN:**

**His Majesty the King in Right of the Province of British Columbia**, as represented by the Minister of Indigenous Relations and Reconciliation

(the "**Province**")

**AND:**

**Lax Kw'alaams First Nation**, on behalf of itself and its Members, as represented by the Mayor and Council

(**"Lax Kw'alaams"**)

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

**WHEREAS:**

- A. The Province and Lax Kw'alaams are committed to advancing reconciliation based on the recognition and implementation of Lax Kw'alaams Section 35 Rights, and upholding the minimum standards for the survival, dignity, and well-being of Indigenous peoples in accordance with the *United Nations Declaration on the Rights of Indigenous Peoples*;
- B. The Province has adopted the *Draft Principles Guiding the Province of British Columbia's Relationship with Indigenous Peoples* to help inform the development of relationships based on the recognition and implementation of Indigenous rights, including Indigenous self-determination and Indigenous self-government as recognized and affirmed under section 35 of the *Constitution Act, 1982*;
- C. The Province has passed the *Declaration on the Rights of Indigenous Peoples Act* (DRIPA) the purposes of which are to affirm the application of the Declaration to the laws of British Columbia, contribute to the implementation of the Declaration, and to support the affirmation of, and develop relationships with, Indigenous governing bodies;
- D. To advance reconciliation in a manner consistent with the Declaration, the Draft Principles, DRIPA and Section 35, the Province and Lax Kw'alaams wish to enter into this Agreement to:

- i. take certain immediate measures to provide benefits to Lax Kw'alaams, including to transfer up to 4,309 hectares of provincial Crown land; and
  - ii. identify certain commitments and aspirations of the Parties towards achieving reconciliation as set out herein, including a process by which Lax Kw'alaams may during Phase 2 of this Agreement seek to identify up to 150,000 hectares of land within the Traditional Territory based upon their population and approaches set by other agreements; and
- E. Prior to or concurrently with this Agreement the Parties have entered into the Consultation Protocol to establish the process by which the Parties will consult with each other regarding the Neighbouring Tsimshian Treaty Negotiations.

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

## **ARTICLE 1 – INTERPRETATION**

### **1.1 Definitions.** In this Agreement:

**“Closing”** means the completion of the transfer of a Parcel by the Province to a Designated Company on the applicable Closing Date;

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

**“Conservancy Parcels”** means any, all or a combination of any of the parcels set out in Schedule 1A;

**“Consultation Protocol”** means the Consultation Protocol between the Parties entered into prior to or concurrently with the Effective Date of this Agreement setting out the consultation process between Lax Kw'alaams and the Province regarding the Neighbouring Tsimshian Treaty Negotiations;

**“Council”** and **“Band Council”** mean, in respect of Lax Kw'alaams, the elected “council” within the meaning of the *Indian Act*;

**“Crown Corridor”** means a highway (as defined in the *Transportation Act*) and the area of any other road, right-of-way, easement or licence over Crown land that is used for transportation or public utility purposes, including railway purposes, and that, where a Parcel is not surveyed or has to be re-surveyed, is identified for illustrative purposes in Schedule “1”;

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

**“Declaration”** means the *United Nations Declaration on the Rights of Indigenous Peoples*;

**“Designated Company”** means one or more companies incorporated under federal or provincial law, all the shares of which are wholly owned directly or indirectly, legally and beneficially, by Lax Kw’alaams and which Lax Kw’alaams has designated to take fee simple title to a Parcel, which for greater certainty may include a company that is acting as a partner in a limited partnership or a limited liability partnership and may include a company holding a Parcel in bare trust for and on behalf of Lax Kw’alaams;

**“Draft Principles”** means the *Draft Principles Guiding the Province of British Columbia’s Relationship with Indigenous Peoples* as adopted and approved by the Province;

**“DRIPA”** means the *Declaration on the Rights of Indigenous Peoples Act* (S.B.C. 2019, Ch. 44);

**“Effective Date”** has the meaning given to such term in section 4.1;

**“Fiscal Year”** means the period from April 1<sup>st</sup> of a year to March 31<sup>st</sup> of the following year;

**“Governmental Action”** means any provincial or federal approval, decision, process, agreement, authorization, disposition, or action of any kind whatsoever, including approvals, decisions, processes, agreements, authorizations or actions of a provincial or federal agency or Crown corporation, granted, entered into or otherwise taken either before or after the date of this Agreement;

**“Grassy Point South Parcel”** means those lands shown for illustrative purposes as “Grassy Point South” in Map 3 of Schedule “1” having an area of approximately 690 hectares and, following the completion and approval of a legal survey of those lands in accordance with this Agreement and provincial law, the land legally described in the approved survey;

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

**“Ksabasn Parcel”** means those lands shown for illustrative purposes as “Ksabasn” in Map 3 of Schedule “1” having an aggregate area of approximately 191 hectares and, following the completion and approval of a legal survey of those lands in accordance with this Agreement and provincial law, the land legally described in the approved survey;

**“Lakelse North Parcel”** means those lands shown for illustrative purposes as “Lakelse North” in Map 5 of Schedule “1” having an area of approximately 455 hectares and, following the completion and approval of a legal survey of those lands in accordance with this Agreement and provincial law, the land legally described in the approved survey;

**“Lakelse–Skeena Parcel”** means those lands shown for illustrative purposes as “Lakelse-Skeena” in Map 6 of Schedule “1” having an area of approximately 87 hectares and, following the completion and approval of a legal survey of those lands in accordance with this Agreement and provincial law, the land legally described in the approved survey;

**“Land Title Office”** has the same meaning ascribed to that term under the *Land Title Act*, (R.S.B.C. 1996, Ch. 250);

**“Lax Kw’alaams”** means the “band”, as that term is defined in the *Indian Act*, named the “Lax Kw’alaams First Nation” and includes all Members;

**“Mayor”** in respect of Lax Kw’alaams, has the same meaning as the term “chief” within the meaning of the *Indian Act*;

**“Member”** means any person who is a “member of the band”, as that phrase is defined in the *Indian Act*, of Lax Kw’alaams;

**“Neighbouring Tsimshian Treaty Negotiations”** means the negotiations underway under the BC Treaty process between the Province and each of Kitselas First Nation, Kitsumkalum First Nation and Metlakatla First Nation;

**“North Ridley Island Road Parcel”** means those lands shown for illustrative purposes as “North Ridley Island Road” in Map 4 of Schedule “1” having an aggregate area of approximately 347 hectares and, following the completion and approval of a legal survey of those lands in accordance with this Agreement and provincial law, the land legally described in the approved survey;

**“Parcel”** means any, all or a combination of any of the following parcels:

- a) Somerville Island North Parcel,
- b) Somerville Island South Parcel,
- c) Spokwan Parcel,
- d) Ksabaasn Parcel,
- e) Grassy Point South Parcel,
- f) Port Simpson Parcel,
- g) Tsimshian Peninsula South Parcel,
- h) North Ridley Island Road Parcel,
- i) South Kaien Island Parcel,
- j) Lakelse North Parcel, and
- k) Lakelse-Skeena Parcel;

**“Permitted Encumbrances”** means the liens, charges, and interests described in Part 1 and 2 of Schedule “2” for each of the Parcels as amended by section 8.2 or any other Permitted Encumbrances agreed to by the Parties;

**“Port Simpson Parcel”** means those lands shown for illustrative purposes as “Port Simpson” in Map 3 of Schedule “1” having an area of approximately 227 hectares and, following the completion and approval of a legal survey of those lands in accordance with this Agreement and provincial law, the land legally described in the approved survey;

**“Proceeding”** includes any claim, demand, cause of action, action, suit or other proceeding, including any expenses, legal fees, damages, costs, or other liability, incurred, directly or indirectly, arising out of or in connection with the foregoing;

**“Province”** means His Majesty the King in right of the Province of British Columbia;

**“Provincial Official”** means:

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

**“PST”** means the sales tax imposed under the *Provincial Sales Tax Act* or equivalent tax imposed under federal or provincial law;

**“Report of Expenditures and Activities”** means the report referenced in Article 14 and Schedule “8” of this Agreement;

**“Reservation”** means the exceptions and reservations contained in the *Land Act* and all subsisting exceptions and reservations of interests, rights and privileges and title contained in any previous grant of land;

**“Section 35”** means section 35(1) of the *Constitution Act, 1982*;

**“Section 35 Agreement”** means any modern land claim agreement or treaty or comprehensive reconciliation agreement protected by Section 35 that might be reached between Lax Kw’alaams, the Province and Canada;

**“Section 35 Rights”** means asserted or determined Aboriginal rights, including Aboriginal title, which are or may be recognized and affirmed by Section 35;

**“Somerville Island North Parcel”** means those lands shown for illustrative purposes as “Somerville Island North” in Map 1 of Schedule “1” having an area of approximately 571 hectares and, following the completion and approval of a legal survey of those lands in accordance with this Agreement and provincial law, the land legally described in the approved survey;

**“Somerville Island South Parcel”** means those lands shown for illustrative purposes as “Somerville Island South” in Map 2 of Schedule “1” having an area of approximately 346 hectares and, following the completion and approval of a legal survey of those lands in accordance with this Agreement and provincial law, the land legally described in the approved survey;

**“South Kaien Island Parcel”** means those lands shown for illustrative purposes as the “South Kaien Island” in Map 4 of Schedule “1” having an aggregate area of approximately 129 hectares and, following the completion and approval of a legal survey of those lands in accordance with this Agreement and provincial law, the land legally described in the approved survey;

**“Spokwan Parcel”** means those lands shown for illustrative purposes as “Spokwan” in Map 2 of Schedule “1” having an aggregate area of approximately 590 hectares and, following the completion and approval of a legal survey of those lands in accordance with this Agreement and provincial law, the land legally described in the approved survey;

**“Traditional Territory”** means the area shown as the “Lax Kw’alaams Traditional Territory” on the map attached to this Agreement as Schedule “6”;

**“Tri-partite Reconciliation Framework Agreement”** means the long-term reconciliation framework agreement under negotiation as of the Effective Date between Lax Kw’alaams, the Province and Canada;

**“Tsimshian Peninsula South Parcel”** means those lands shown for illustrative purposes as “Tsimshian Peninsula South” in Map 3 of Schedule “1” having an area of approximately 767 hectares and, following the completion and approval of a legal survey of those lands in accordance with this Agreement and provincial law, the land legally described in the approved survey; and

**“Workplan”** means the workplan referenced in Article 14 and Schedule “8” of this Agreement.

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

- a) “this Agreement” means this Lax Kw’alaams / British Columbia Phase I Land Reconciliation 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 and other covenant given, and action to be taken, by Lax Kw’alaams under this Agreement means Lax Kw’alaams acting by and through its Mayor and Council, and will be conclusively deemed to have been given, or taken, by Lax Kw’alaams on its own behalf, and for and on behalf of its Members; 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.

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

- Schedule “1” – Maps of Parcels (Maps 1 to 6)
- Schedule “1A” – Maps of Conservancy Parcels (Maps 1 to 9)
- Schedule “2” – Permitted Encumbrances
- Schedule “3” – Designated Company Agreement
- Schedule “4” – GST Certificate
- Schedule “5” – Consent of Lax Kw’alaams in relation to PTT Matters
- Schedule “6” – Map of Traditional Territory
- Schedule “7” – Schedule of Parcel Transfers
- Schedule “8” – Reporting Requirements

## **ARTICLE 2 – PURPOSE**

**2.1 Purpose.** The purpose of this Agreement is to:

- a) establish a long-term relationship between Lax Kw'alaams and the Province through which the Parties will substantially advance reconciliation in a manner consistent with the Declaration, the Draft Principles, DRIPA and Section 35;
- b) set out the Province's commitments to provide the Parcels to Lax Kw'alaams in accordance with this Agreement; and
- c) set out the Parties' commitments to processes that use longer-term approaches for achieving the Parties' shared aspirations for positive individual, community, cultural, environmental, and economic outcomes for Lax Kw'alaams and its Members, as envisioned in Phase 2 of this Agreement.

### **ARTICLE 3 – PRINCIPLES**

**3.1 Statement of Principles.** The success of this Agreement will require a joint effort and commitment from the Parties and their representatives to:

- a) act honestly with one another, based on trust and respect for each other's perspectives and constraints;
- b) endeavour to engage in creative thinking and problem-solving, with a view to creating a more equitable and inclusive society by closing the gaps in outcomes that exist between Indigenous and non-Indigenous Canadians; and
- c) apply a solutions-oriented approach to all discussions, negotiations, and the implementation of this Agreement.

**3.2 Phased Approach.** The commitments and aspirations of the Parties under this Agreement are structured in two phases:

- a) Phase 1 of this Agreement involves the transfer of the Parcels to Lax Kw'alaams in accordance with this Agreement and the exploration of interests related to park use permits in accordance with section 12.1 of this Agreement and will begin on the Effective Date; and
- b) Phase 2 of this Agreement involves the reconciliation measures set out in Article 13 of this Agreement and will begin after completion of Phase 1 and with the engagement and participation of Canada as required, provided that those measures may be implemented in accordance with the Tri-partite Reconciliation Framework Agreement.



## ARTICLE 4 – COMING INTO EFFECT AND TERMINATION

- 4.1 Coming into Effect.** This Agreement comes into effect when the Parties have executed and delivered it and, where it has been executed in counterparts, on the date the last Party signing the Agreement executes and delivers it to the other Party.
- 4.2 Termination.** This Agreement may be terminated in writing:
- a) by the Parties on a date mutually agreed on by the Parties; or
  - b) by either Party providing 90 days' notice to terminate.
- 4.3 Termination on Breach.** Despite section 4.2, the Province may terminate this Agreement, including the transfer of any Parcels which have not been completed, in the event Lax Kw'alaams is not in compliance with its material obligations under this Agreement.
- 4.4 Survival of Parcels Conditions.** Despite section 4.2, where any of the Parcels are transferred under this Agreement, Article 7 (Condition of Parcels), section 8.4, Article 10 (Other Covenants), section 11.4, and Article 15 (Lax Kw'alaams Assurances) will survive the completion of the transfers or the termination of this Agreement and, for greater certainty, will continue to apply to the Parcels.

## ARTICLE 5 – CONDITIONS PRECEDENT

- 5.1 Band Council Resolution.** Prior to the execution of this Agreement, Lax Kw'alaams will deliver to the Province a resolution made by its elected Council approving this Agreement and authorizing Lax Kw'alaams' representatives named in the resolution to execute this Agreement on behalf of Lax Kw'alaams.
- 5.2 Conditions Precedent to Parcel Transfers.** The obligation of the Province to transfer any of the Parcels to Lax Kw'alaams under this Agreement is, with respect to each Parcel, subject to:
- a) Lax Kw'alaams being in compliance with its material obligations under this Agreement;
  - b) the representations and warranties of Lax Kw'alaams under this Agreement being true and correct on and up to the Closing Date;
  - c) in respect of all previously transferred Parcels, all obligations of Lax Kw'alaams and the Designated Company having been fully performed in accordance with this Agreement to the extent practicable at the time;

- d) the Province being satisfied that it has fulfilled any consultation obligations it may have with respect to assertions of Section 35 Rights to the applicable Parcel by Indigenous Nations other than Lax Kw'alaams;
- e) the Parties reaching agreement on the Permitted Encumbrances applicable to the Parcel;
- f) the Parties reaching agreement on the location and size of Crown Corridors or statutory rights of way or easements required to address transportation routes, electrical and natural gas transmission infrastructure, and water, sewage, or other utility corridor requirements;
- g) the Province having determined that the Parcel is not a contaminated site within the meaning of the *Environmental Management Act*;
- h) legal surveys for the Parcel having been completed by the Province and approved in accordance with provincial law on or before the applicable Closing Date;
- i) the Province having given notice that the minister responsible has issued a ministerial order authorizing the disposition of the Parcel in accordance with provincial law; and
- j) 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.

**5.3 Satisfaction of Conditions Precedent.** The Province will not be required to satisfy the conditions precedent under section 5.2 in respect of a Parcel until such time as Lax Kw'alaams has notified the Province in writing that Lax Kw'alaams and the Designated Company are prepared to proceed with the transfer of the Parcel under this Agreement.

**5.4 Waiver of Conditions Precedent.** The conditions precedent set out in section 5.2 are for the sole benefit of the Province and may be waived by the Province on written notice to Lax Kw'alaams.

## **ARTICLE 6 – PARCEL TRANSFERS**

**6.1 Pre-Closing Deliveries by Lax Kw'alaams.** Lax Kw'alaams will notify the Province in writing when Lax Kw'alaams and the Designated Company are ready to proceed with the transfer of a Parcel.

- 6.2 Parcel Transfers.** The Province will transfer fee simple title to the Parcels to the Designated Company in the general order of priority as set out in Schedule “7” – Schedule of Parcel Transfers. The Parties may amend the order of transfer by agreement or if difficulties arise in transfer of a particular Parcel. If a mechanism other than a fee simple transfer is available to effect land holdings by Lax Kw’alaams, Lax Kw’alaams may request and the Parties may agree to transfer the Parcels by the alternate mechanism.
- 6.3 Closing Deliveries by Province.** Following the satisfaction or waiver of the conditions precedent and receipt of notice under section 6.1 provided in accordance with the order of priority established under section 6.2, and subject to the Reservations and Permitted Encumbrances and the terms of this Agreement, the Province will provide the Designated Company with a Crown Grant in respect of each Parcel within 30 days of the issuance of the applicable ministerial order contemplated under s. 5.2(i).
- 6.4 Closing Deliveries by Lax Kw’alaams.** Not less than 14 days before the applicable Closing Date, or such other date as may be agreed to by the Parties, Lax Kw’alaams will execute and deliver for each Parcel, or cause to be executed and delivered, or deliver, as the case may be, to the Province:
- a) an agreement executed by the Designated Company in the form attached as Schedule “3” in relation to the applicable Parcel;
  - b) a certificate signed by an officer of the Designated Company in the form attached as Schedule “4” confirming the Designated Company’s GST registration number and registered status;
  - c) a letter of undertaking signed by Lax Kw’alaams’ legal counsel undertaking, among other things, that the Province will be provided with a signed copy of the Designated Company Agreement (Schedule “3”) and the GST Certificate (Schedule “4”);
  - d) a signed consent of Lax Kw’alaams in relation to Property Transfer Tax form executed by Lax Kw’alaams (Schedule “5”); and
  - e) all such other documents that may be necessary or advisable for Lax Kw’alaams or a Designated Company to provide to complete the transactions contemplated under this Agreement.
- 6.5 Registration of Parcels.** All Parcels transferred under this Agreement will be registered in the Land Title Office.
- 6.6 Closing Procedure.** The legal counsel for Lax Kw’alaams and the Province will confirm in writing the manner in which the documents necessary or advisable to transfer and register the Parcels will be produced, managed, exchanged, and delivered. Without limiting the generality of the foregoing, legal counsel responsible for registering the Parcels will:

- a) provide a letter of undertaking to legal counsel for the other Party;
- b) use the Land Title and Survey Authority electronic filing system; and
- c) provide all documents filed under section 6.6(b) to legal counsel for the other Party.

## **ARTICLE 7 – CONDITION OF PARCELS**

**7.1 Parcels “As Is”.** Lax Kw’alaams acknowledges and agrees that any of the Parcels acquired by a Designated Company under this Agreement are acquired “as is”.

**7.2 Viability of Parcels.** Lax Kw’alaams acknowledges and agrees that the Province has not given any representation or warranty concerning:

- a) physical access to the Parcels including, without limitation, overland access;
- b) the economic feasibility of the development of the Parcels;
- c) the fitness of the Parcels for any particular use, including the intended use of it by Lax Kw’alaams or by a Designated Company; and
- d) the provisions of any enactments or bylaws of any governmental body which relate to the development, use and occupation of the Parcels.

**7.3 Environmental Condition of Parcels.** Lax Kw’alaams:

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

**7.4 Environmental Conditions.** Lax Kw’alaams will from and after the applicable Closing for a Parcel:

- a) assume all environmental liabilities relating to the Parcel 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 Parcel or migrating from the Parcel (including surface water and groundwater);
- b) release the Provincial Officials from and against any and all Proceedings with respect to any and all environmental liabilities relating to the Parcel described in section 7.4(a); and
- c) indemnify and save harmless the Provincial Officials from and against any and all Proceedings after the Closing arising out of or in connection with any and all environmental liabilities relating to the Parcel described in section 7.4(a).

**7.5 Effect of Section 7.4.** For greater certainty:

- a) Section 7.4 applies where:
  - i) any contamination relating to a Parcel, 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 of the Parcel are incurred after the Closing Date and relate to contamination that arose before the Closing Date or arose before and continues after the Closing Date; and
- b) Section 7.4 does not apply where any environmental liability relating to the Parcels results from the acts or omissions of British Columbia after the applicable Closing Date.

**ARTICLE 8 – RESERVATIONS AND ENCUMBRANCES  
AND CROWN CORRIDORS**

**8.1 Reservations and Permitted Encumbrances.** Lax Kw'alaams acknowledges and agrees that as of the applicable Closing Date for each Parcel:

- a) it is familiar with the existence and terms of the Reservations and Permitted Encumbrances and accepts fee simple title to the Parcels subject to the Reservations and Permitted Encumbrances;
- b) the Province may grant any related extensions, renewals or replacements or issue any further rights related to the Permitted Encumbrances in accordance with provincial law; and

- c) it will not 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.

**8.2 Finalization of Permitted Encumbrances.** The Parties acknowledge and agree that as of the Effective Date the land status review of the Parcels required to identify all the Reservations and Permitted Encumbrances has not been completed and that between the execution of this Agreement and the Closing Date, the Parties will review and amend Schedule 2 (Permitted Encumbrances) and agree on the form and terms and conditions of those Permitted Encumbrances in respect of that Parcel.

**8.3 Registration of Unregistered Interests.** Lax Kw'alaams will consent, or will cause the Designated Company to consent, to the registration of any interests identified in Schedule "2" Part 2 which are not registered against the applicable Parcel in the Land Title Office on or after the Closing Date.

**8.4 Indemnity for Charges.** Lax Kw'alaams will indemnify and save harmless the Province and all Public Officials from and against any and all Proceedings arising out of or in connection with Lax Kw'alaams or a Designated Company's acts or omissions in connection with any Permitted Encumbrance.

**8.5 BC Hydro Right of Ways.** Lax Kw'alaams will work with BC Hydro to identify any BC Hydro right of ways and works on the Parcels and will endeavour to reach agreement with BC Hydro on BC Hydro's continued and future access to and use of the Parcels.

**8.6 Finalization of Crown Corridors.** The Parties acknowledge that as of the Effective Date:

- a) location and size of Crown Corridors required to be excluded from the parcels; and
- b) the location, size and terms and conditions of easements or statutory rights of way required to address transportation routes, including railway routes, electrical and natural gas transmission infrastructure and water, sewage or other utility corridor requirements on or through the parcels to service the Parcels or lands outside the Parcels;

have not been finalized and agree that between the Effective date and the transfer of each Parcel to a Designated Company they will review and amend Schedules 1 and 2 in respect of that Parcel accordingly.

**8.7 Submerged Lands.** The Parties acknowledge and agree that the Parcels will not include any land below the natural boundary (as defined in the *Land Act*), or any submerged lands.

## ARTICLE 9 – PARCEL SURVEY AND CLOSING COSTS

- 9.1 Property Transfer Tax and Other Costs.** The Province is responsible for the following costs in connection with the transfer of the Parcels:
- a) the cost associated with ensuring the Parcels 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 Parcels 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 Parcels and the Permitted Encumbrances; and
  - d) property transfer tax payable under the *Property Transfer Tax Act* which, for greater certainty, the Province will pay or seek an exemption.
- 9.2 Public Utility Permitted Encumbrances.** Notwithstanding section 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.** Lax Kw'alaams is 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.** The Designated Company is responsible for any and all annual taxes payable in respect of the Parcels in accordance with provincial law following the transfer of the Parcel. For greater certainty, on and after the applicable Closing Date, the Province is not required to assume any financial or other obligations with respect to a Parcel.

## ARTICLE 10 – OTHER COVENANTS

- 10.1 Other Lax Kw'alaams Covenants.** Lax Kw'alaams acknowledges and agrees that:
- a) the Parcels are subject to provincial laws, including applicable zoning, land use, land development and property tax laws, and at no time after Closing will Lax Kw'alaams challenge the applicability of provincial laws to the Parcels; and

- b) for greater certainty, Lax Kw'alaams releases and forever discharges the Province and all Provincial Officials from all claims of infringement of its Section 35 Rights in respect of the Parcels, and that it has been adequately consulted and accommodated with respect to the terms and conditions of the transfer of the Parcels, including the Reservations and Permitted Encumbrances and any related extensions, renewals or replacements or any further rights related to the Permitted Encumbrances in accordance with provincial law.

**10.2 Provincial interference with development or use.** The Province agrees that after the Effective Date it will avoid providing any new third party rights applicable to any of the Parcels that may affect the Parcels.

**10.3 Indemnity for Charges.** Lax Kw'alaams will indemnify and save harmless the Province and all Provincial Officials from any and all Proceedings arising out of or in connection with any Permitted Encumbrance and the transfer of the fee simple estate in the Parcels to Lax Kw'alaams.

## **ARTICLE 11 – CONSULTATION AND PARCEL OVERLAPPING CLAIMS**

**11.1 Treaty Negotiations of Neighbouring Tsimshian Nations.** Lax Kw'alaams acknowledges that the Province has legal obligations to consult with Lax Kw'alaams regarding the Neighbouring Tsimshian Treaty Negotiations.

**11.2 Engagement with Neighbouring Tsimshian Nations.** Lax Kw'alaams agrees to make reasonable efforts to engage with each of Kitselas, Kitsumkalum and Metlakatla First Nations to discuss and resolve:

- a) Lax Kw'alaams' objections and concerns regarding treaty land selections and other aspects of the treaty agreements proposed for each nation;
- b) the potential adverse effect of treaty negotiations on Lax Kw'alaams' Section 35 Rights; and
- c) potential ways the Province may address or mitigate those objections or concerns.

**11.3 Consultation Protocol.** The Parties acknowledge that prior to or concurrently with the Effective Date of this Agreement they have entered into the Consultation Protocol.

**11.4 No Accommodation.** For certainty, the Parties agree that nothing in this Agreement constitutes accommodation for, or Lax Kw'alaams' approval of, the transfer of any lands within the Traditional Territory to any other Indigenous Nation, and that nothing in this Agreement prevents Lax Kw'alaams from taking such action as it may decide in relation to any such transfer in the event its concerns are not resolved.



- 11.5 Shared Territories.** Prior to the transfer of any Parcel to the Designated Company, Lax Kw'alaams will discuss and will make reasonable efforts to resolve any overlap or shared territory claims by other Indigenous Nations with respect to the Parcel.
- 11.6 Boundary Adjustments.** Lax Kw'alaams acknowledges that in the event the claims of another Indigenous Nation with respect to a Parcel are not resolved to the Province's satisfaction, the Province may amend the boundaries of the Parcel, not transfer the Parcel, or transfer other agreed to lands, to Lax Kw'alaams. In the event the Province seeks to amend or not transfer a parcel, the Province will use reasonable efforts to find other provincial Crown lands of equivalent size and value to Lax Kw'alaams in accordance with this Agreement.
- 11.7 Other First Nations' Litigation.** In the event of any Proceeding brought by any other Indigenous group against the Province or any Provincial Official with respect to the transfer of the Parcels to the Designated Company on behalf of Lax Kw'alaams, Lax Kw'alaams will provide the Province with reasonable assistance, upon request, in support of its defence of the Proceeding.

## **ARTICLE 12 – CONSERVANCIES**

- 12.1 Ksi X'anmaas (Kwinamass River) Conservancy and Lax Kwaxl/Dundas and Melville Islands Conservancy.** The Parties will review the interests of Lax Kw'alaams in the Conservancy Parcels and endeavour to agree on measures to address and protect those interests, including potential agreements or the issuance of park use permits under the *Park Act*.

## **ARTICLE 13 – PHASE 2 COMMITMENTS TO ADVANCE RECONCILIATION**

- 13.1 Subjects for Negotiation.** Subject to Article 13.2, in order to advance the Parties' shared aspirations to achieve long-term reconciliation, the Parties have identified the following subject matters set out in Article 13 herein, in respect of which they will, in good faith, negotiate and attempt to reach agreements during Phase 2 of this Agreement.
- 13.2 Federal Involvement.** The Parties acknowledge that they intend to engage with Canada in tri-partite negotiations of a comprehensive reconciliation agreement under the Tri-partite Reconciliation Framework Agreement which will address the subject matters set out in this Article 13. The Parties agree that, once concluded, the Tri-partite Reconciliation Framework Agreement will supersede this Article 13 to the extent of any duplication.

- 13.3 Section 35 Rights.** The Parties will explore opportunities for Provincial recognition and support for implementation of Lax Kw'alaams Section 35 Rights. This may include considering options for holding reconciliation lands as "title lands" consistent with other agreements currently under negotiation by the Province with other Indigenous Nations.
- 13.4 Economic Opportunities.** The Parties will explore tangible opportunities to strengthen and diversify the Lax Kw'alaams economy and enhance Lax Kw'alaams' role in the regional economy through existing programs and new partnerships.
- 13.5 Capacity Building.** The Parties will explore opportunities for building capacity and systems for Lax Kw'alaams governance, including structures that integrate hereditary and elected leadership. The Parties acknowledge that the development of a Lax Kw'alaams Constitution could be a significant component of capacity building. This could also include measures to support harmonization of Lax Kw'alaams governance and delivery of programs and services with neighbouring local and regional governments.
- 13.6 Collaborative governance/shared decision making.** The Parties will explore potential opportunities for collaborative governance and shared decision-making for lands and resources within the Traditional Territory.
- 13.7 Stewardship.** The Parties will explore opportunities for expanding the stewardship role for Lax Kw'alaams including fisheries guardians, within the Traditional Territory.
- 13.8 Conservancies management and planning.** The Parties will explore arrangements for the management and planning of core Conservancies within the Traditional Territory.
- 13.9 Additional Lands.** The Parties will explore a process to identify additional lands to be transferred to Lax Kw'alaams towards achieving reconciliation and interim measures to protect agreed to lands.
- 13.10 Language and Culture Revitalization.** The Parties will explore opportunities to preserve and revitalize the language of culture of Lax Kw'alaams/Coast Tsimshian peoples.
- 13.11 Existing Initiatives.** The Parties will consider further measures to facilitate and strengthen Lax Kw'alaams' participation in existing initiatives, including the Marine Plan Partnership, Environmental Assessment Office arrangements, and Oceans Protection Planning.

## ARTICLE 14 – FUNDING

**14.1 Funding.** In order to effectively implement this Agreement, the Province will supplement Lax Kw'alaams resources by providing Lax Kw'alaams with \$1 million dollars in funding, payable over the next 5 Fiscal Years as follows:

- a) \$200,000 dollars upon receipt and acceptance by the Provicer of a workplan of planned expenditures and activities signed by an authorized representative of Lax Kw'alaams after April 1, 2024; and
- b) \$200,000 dollars in each of the 2025/2026, 2026/2027, 2027/2028, and 2028/2029 Fiscal Years as soon as practicable after receipt of the reports under section 14.2.

**14.2 Reporting on Funding.** To be eligible for payments under section 14.1.b, Lax Kw'alaams will, following the commencement of the applicable Fiscal Year, complete the annual Workplan set out in Schedule 8 and prepare and provide the Province with a Report of Expenditures and Activities as set out in Schedule 8 in respect of the prior Fiscal Year.

**14.3 Conditions Precedent to Funding.** Notwithstanding any other provision in this Agreement, any payment of funds by British Columbia to Lax Kw'alaams under this Agreement is subject to:

- a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any fiscal year or part thereof when such payment is required, to make such payment;
- b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such payment; and
- c) Lax Kw'alaams being in compliance with its material obligations under this Agreement, including providing the reports identified under section 14.2.

## ARTICLE 15 – LAX KW'ALAAMS ASSURANCES

**15.1 Reconciliation Measures.** Lax Kw'alaams acknowledges and agrees that the benefits provided to Lax Kw'alaams, including the transfer of the Parcels, under this Agreement are contributions by the Province towards the reconciliation of Provincial and Lax Kw'alaams interests and any final settlement or Section 35 Agreement that may be reached in the future regarding Lax Kw'alaams' Section 35 Rights.

**15.2** For certainty, the contribution of the Parcels under this Agreement towards any final settlement or Section 35 Agreement that may be reached is on the basis that the Parcels are transferred as vacant and undeveloped lands.

**15.3 Assurances in Relation to the Parcels.** Upon the applicable Closing Date in relation to a Parcel, Lax Kw'alaams will:

- a) release and discharge the Province and all Provincial Officials from all Proceedings in respect of the transfer of the Parcel to the Designated Company, any Permitted Encumbrances in respect of the Parcel, and any Governmental Action in connection therewith, which for greater certainty includes:
  - i) all Proceedings in respect of the Province's duty to consult and, where appropriate, accommodate Lax Kw'alaams in respect of the Parcel; and
  - ii) all Proceedings in respect of claims of infringement of Lax Kw'alaams' Section 35 Rights in respect of the Parcel;
- b) ensure that any entity legally or beneficially owned or controlled by Lax Kw'alaams does:
  - i) not initiate or participate, directly or indirectly, in any Proceeding that challenges, directly or indirectly, any Governmental Action related to the transfer of the Parcel;
  - ii) not seek any compensation or damages from any Provincial Official for any Governmental Action related to the transfer of the Parcel, including the deletion or removal of the Parcel from any forest tenure held by that entity and any corresponding reduction in the annual allowable cut from that tenure; and
- c) acknowledge and agree that the Province has fulfilled all obligations it may have to provide Lax Kw'alaams with financial or economic accommodation, economic or other benefits including lands, capacity funding, and payments or compensation of any kind whatsoever that may be required with respect of the transfer of the Parcel to the Designated Company and any Permitted Encumbrances in respect of the Parcel.

## **ARTICLE 16 – REPRESENTATIONS AND WARRANTIES**

**16.1 Lax Kw'alaams Representations.** Lax Kw'alaams represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that:

- a) it enters into this Agreement for, and on behalf of, its Members;
- b) its Members have provided it with a mandate to negotiate this Agreement;
- c) it, as represented by its Mayor and Council, has the legal power, capacity, and authority to enter into and to carry out its obligations under this Agreement on behalf of Lax Kw'alaams and its Members;
- d) any company designated by Lax Kw'alaams for the purposes of this Agreement will be a Designated Company;
- e) any Designated Company has the legal power, capacity, and authority to enter into and to carry out its obligations under each agreement and transaction to which it is a party in accordance with this Agreement; and
- f) the Province has fulfilled its obligation to consult with Lax Kw'alaams in relation to the transfer of the Parcels to a Designated Company and the Permitted Encumbrances on the Parcels.

**16.2 Provincial Representations.** The Province represents and warrants to Lax Kw'alaams, with the intent and understanding that they will be relied on by Lax Kw'alaams in entering into this Agreement, that:

- a) it has the legal power, capacity, and authority to enter into this Agreement; and
- b) on satisfaction or waiver of the conditions precedent under section 5.2 it will have the legal power, capacity, and authority to transfer the fee simple title to the Parcels to a Designated Company as contemplated by this Agreement.

## **ARTICLE 17 – DISPUTE RESOLUTION**

**17.1 Representatives.** If a dispute arises between the Province and Lax Kw'alaams regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practical to attempt to resolve the dispute.

**17.2 Senior Representatives.** If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of the Province and Lax Kw'alaams.

**17.3 Other Means.** The Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

## ARTICLE 18 – NOTICES

- 18.1 Notices.** Any notice, document, statement, report, demand or grant that any Party may be required or may desire to give to any other Party under this Agreement must be in writing, unless otherwise specified 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:

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

Email: Tom.McCarthy@gov.bc.ca

and if to Lax Kw'alaams:

Mark Bowler, Director of Lands and Stewardship  
206 Shashaak Street  
Lax Kw'alaams, B.C. V0V 1H0

Email: lands\_director@laxband.com

- 18.2 Change of Address.** Either 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.

## ARTICLE 19 – GENERAL

- 19.1 Entire Agreement.** This Agreement is the entire agreement between the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement.
- 19.2 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.

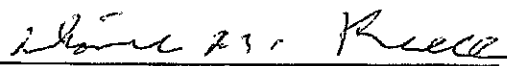
- 19.3 No Implied Waiver.** Any waiver of a provision of this Agreement, the performance by a Party of an obligation under this Agreement or a default by a Party of an obligation under this Agreement will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.
- 19.4 Successors.** This Agreement will enure to the benefit of and be binding on Lax Kw'alaams and its successors and the Province.
- 19.5 No Admissions.** Nothing in this Agreement will be construed:
- a) as an admission by the Province of the validity of any claim by Lax Kw'alaams to any specific Section 35 Rights; or
  - b) as an acknowledgment by the Province that it has an obligation to provide financial or economic accommodation to Lax Kw'alaams.
- 19.6 Not a Treaty.** This Agreement does not:
- a) constitute a treaty or a land claim agreement within the meaning of Section 35; or
  - b) recognize, affirm, define, deny, limit, or amend any Section 35 Rights or any responsibilities of the Parties except as expressly set out herein.
- 19.7 No Fettering.** Nothing in this Agreement will be interpreted in a way that fetters the discretion given to any Provincial Official in an enactment.
- 19.8 Amendment.** This Agreement may be amended from time to time by the Parties in writing.
- 19.9 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 19.10 Assignment.** This Agreement may not be assigned by Lax Kw'alaams without the express written consent of the Province.
- 19.11 Independent Legal Advice.** Each Party acknowledges that it has obtained or has had the opportunity to obtain independent legal advice relating to the terms and conditions of this Agreement and that the signatories have read and understand the terms and conditions of this Agreement.


**19.12 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.

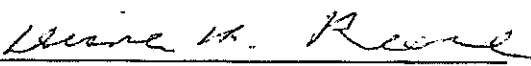
**IN WITNESS WHEREOF** the Parties have executed this Agreement as set out below:

Signed on behalf of Lax Kw'alaams First Nation by its authorized signatory

  
\_\_\_\_\_  
Garry Reece, Mayor


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Stan Dennis, Galm'algyax  
Principal Spokesperson, Allied Tsimshian Tribes of Lax Kw'alaams

  
\_\_\_\_\_  
Witness

March 22, 2024  
\_\_\_\_\_  
Date

Signed on behalf of His Majesty the King  
In Right of the Province of British  
Columbia by the Minister of Indigenous  
Relations and Reconciliation

  
\_\_\_\_\_  
Honourable Murray Rankin  
Minister of Indigenous Relations and Reconciliation

Noah Mitchell  
\_\_\_\_\_  
Witness

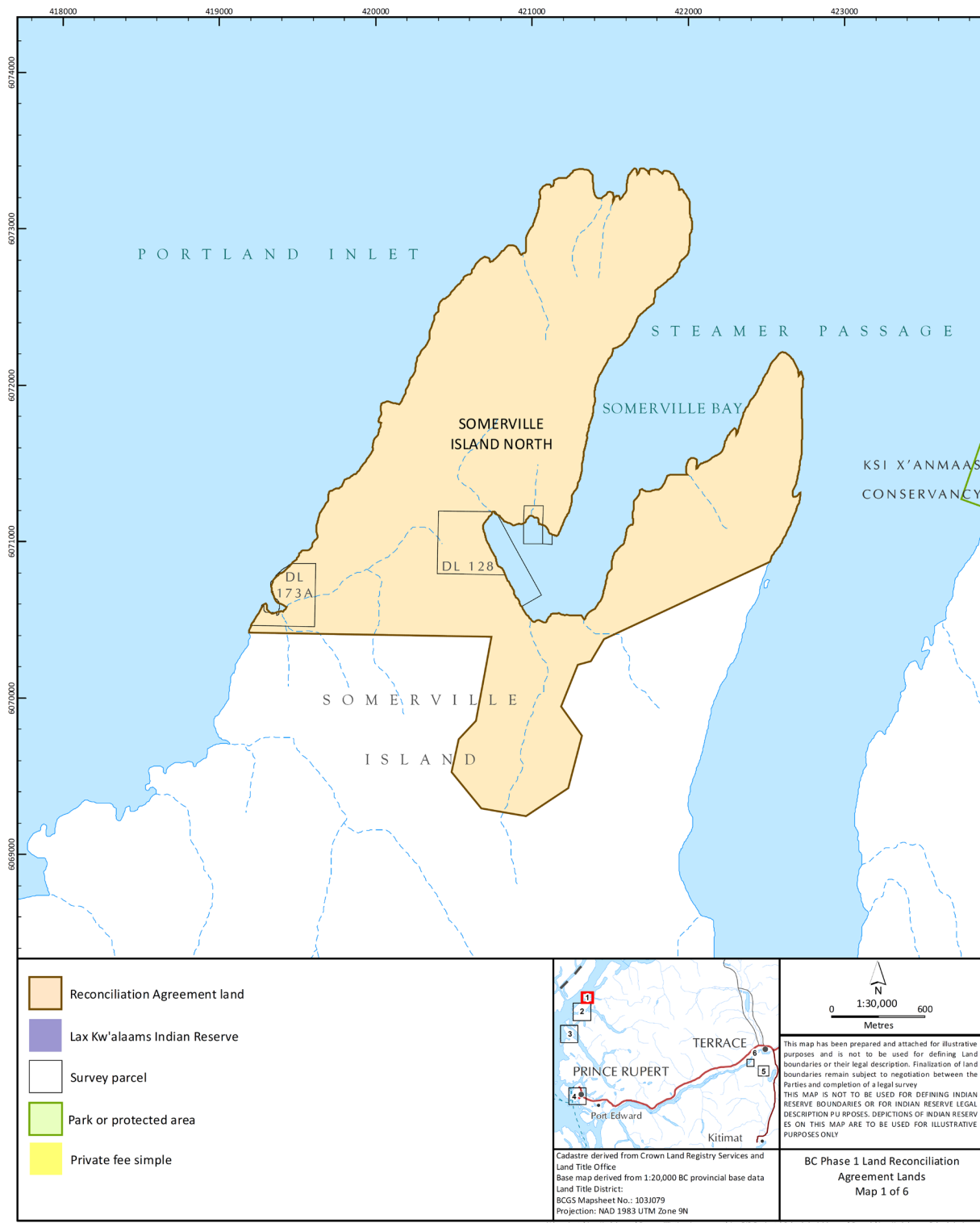
March 20, 2024  
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Date



# Schedule "1" – Maps of Parcels

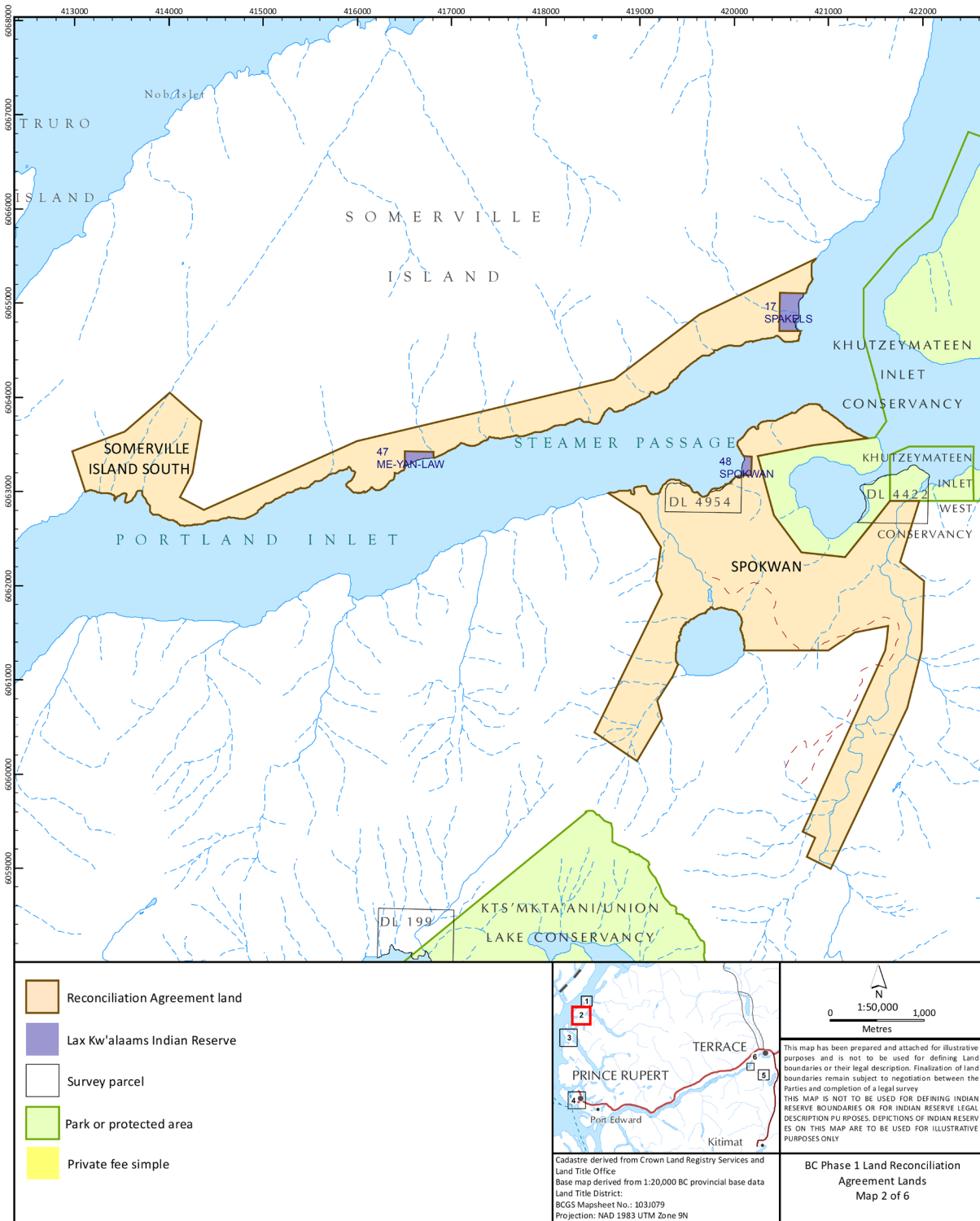
## Lax Kw'alaams - BC Phase 1 Land Reconciliation Agreement Schedule 1: Maps of Phase 1 Lands

February 6, 2024



Lax Kw'alaams - BC Phase 1 Land Reconciliation Agreement  
 Schedule 1: Maps of Phase 1 Lands

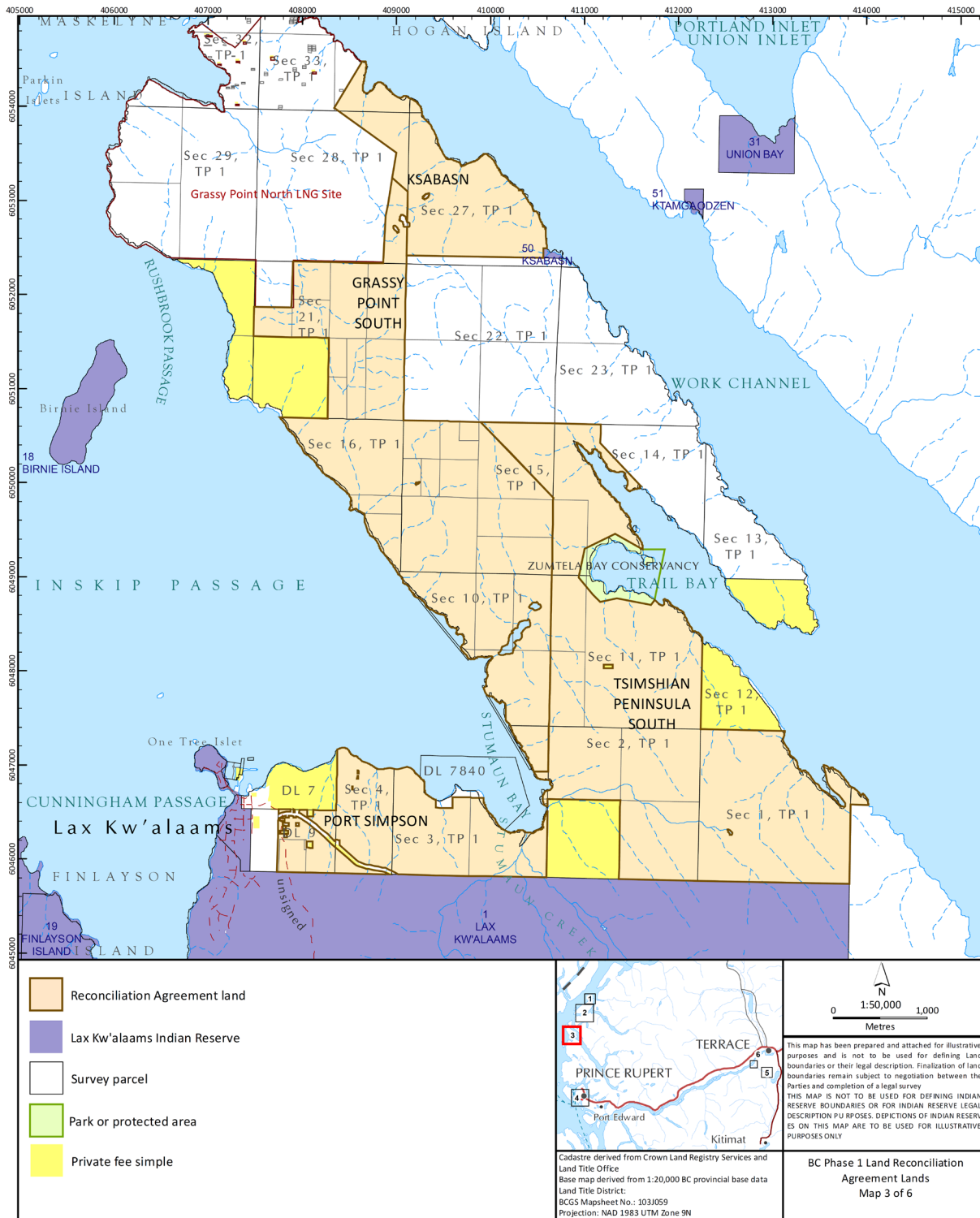
February 6, 2024



# Lax Kw'alaams - BC Phase 1 Land Reconciliation Agreement

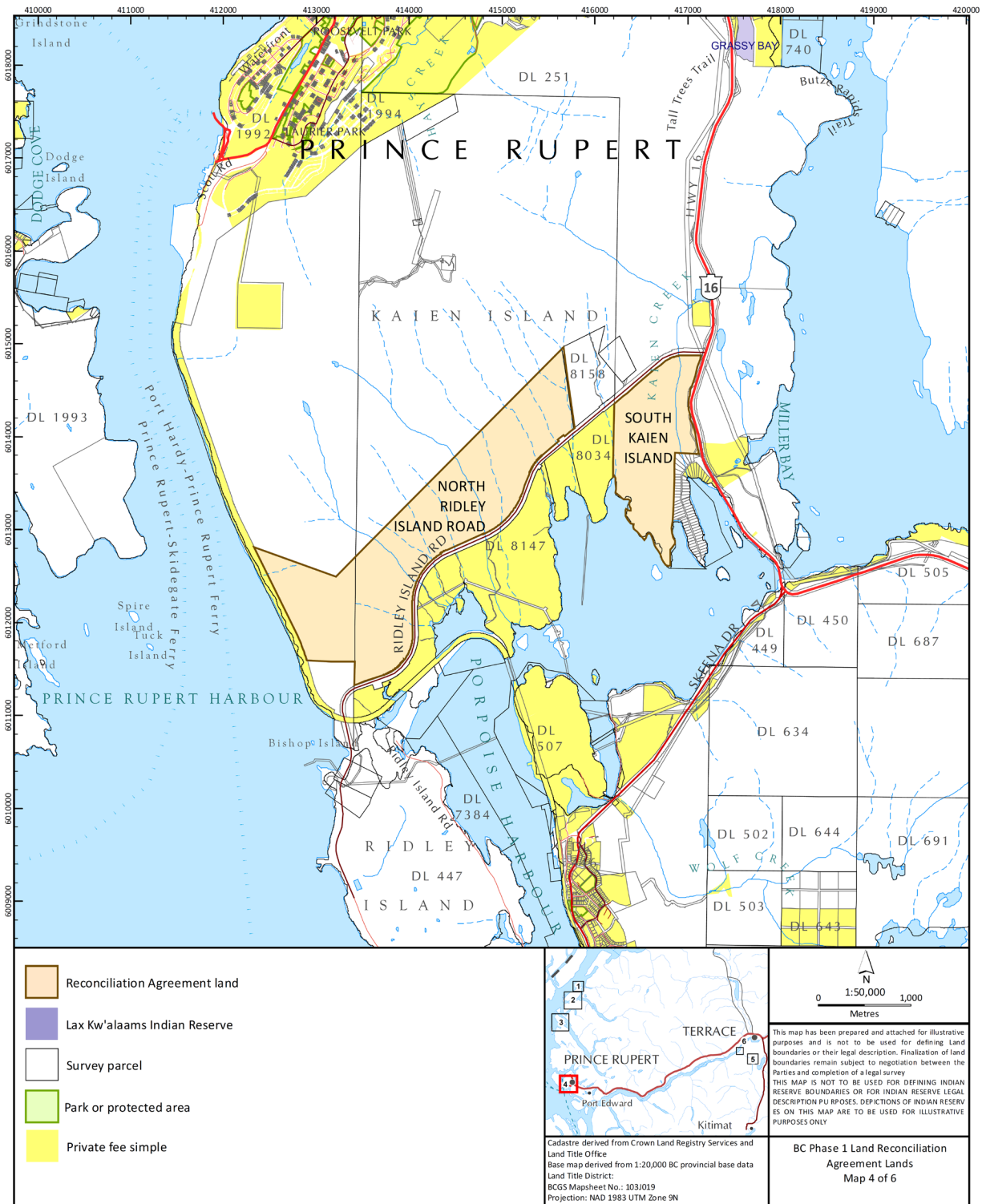
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February 6, 2024



Lax Kw'alaams - BC Phase 1 Land Reconciliation Agreement  
 Schedule 1: Maps of Phase 1 Lands

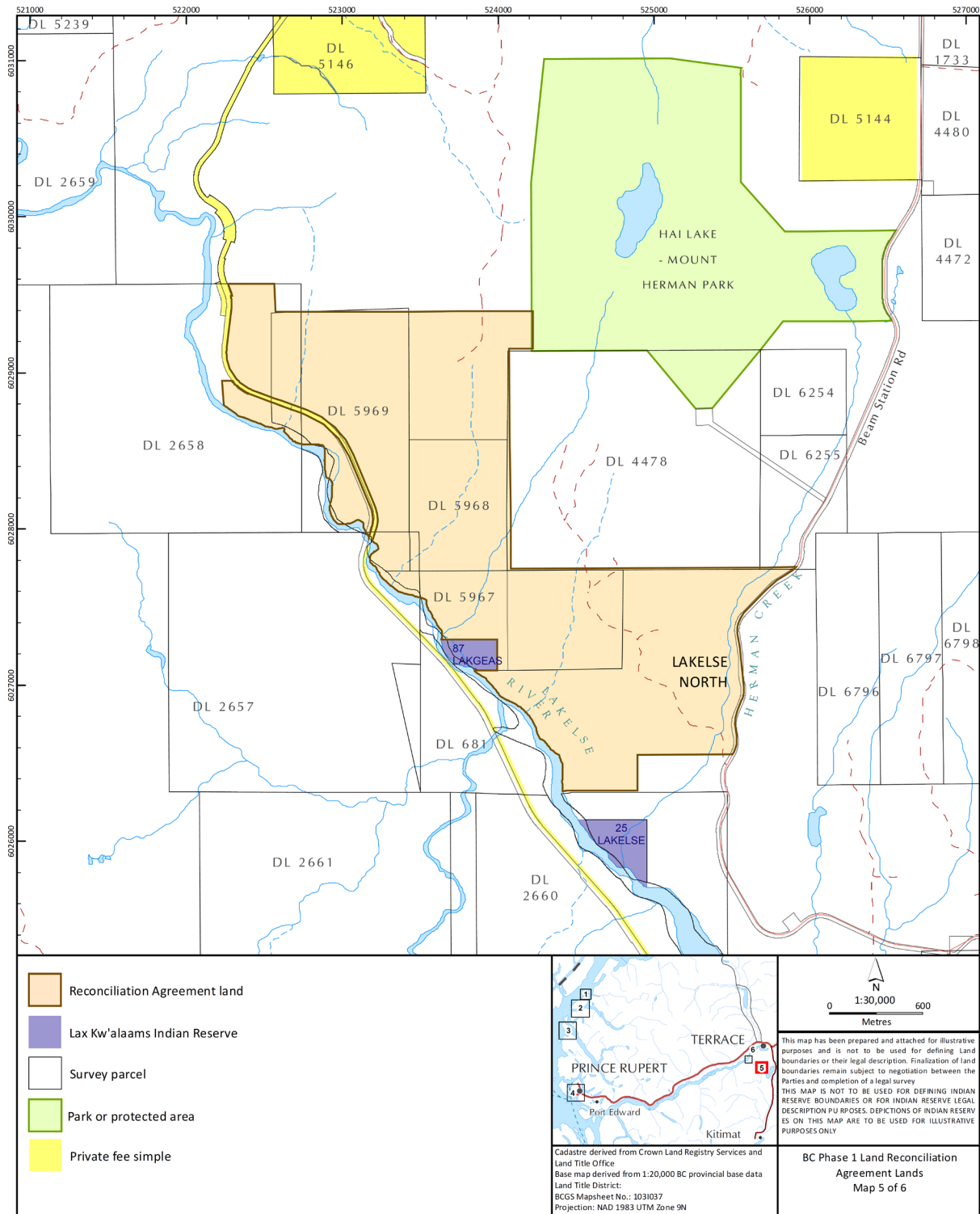
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# Lax Kw'alaams - BC Phase 1 Land Reconciliation Agreement

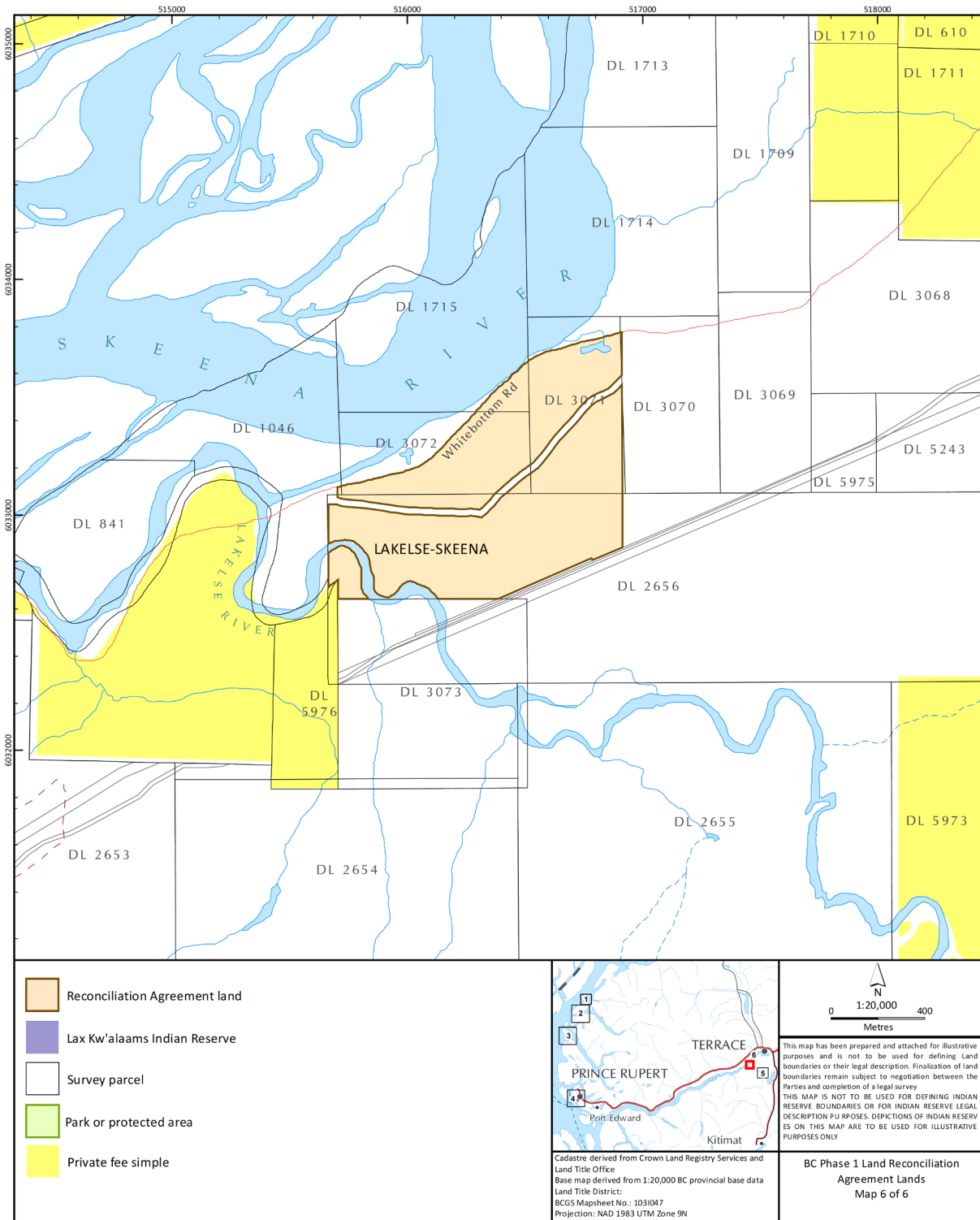
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February 6, 2024



Lax Kw'alaams - BC Phase 1 Land Reconciliation Agreement  
 Schedule 1: Maps of Phase 1 Lands

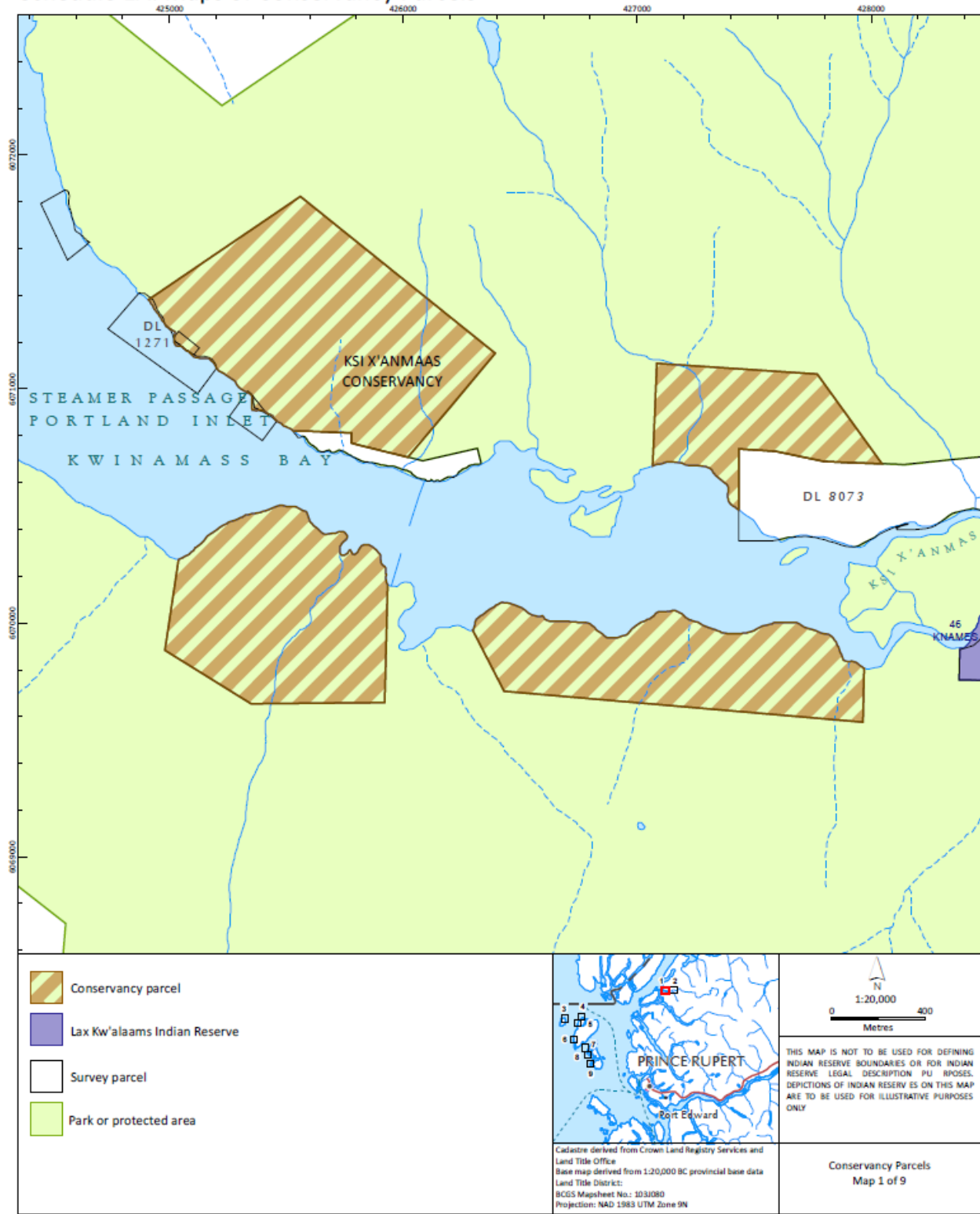
February 6, 2024



## Schedule 1A – Maps of Conservancy Parcels

Lax Kw'alaams – BC Phase 1 Land Reconciliation Agreement  
 Schedule 1A: Maps of Conservancy Parcels

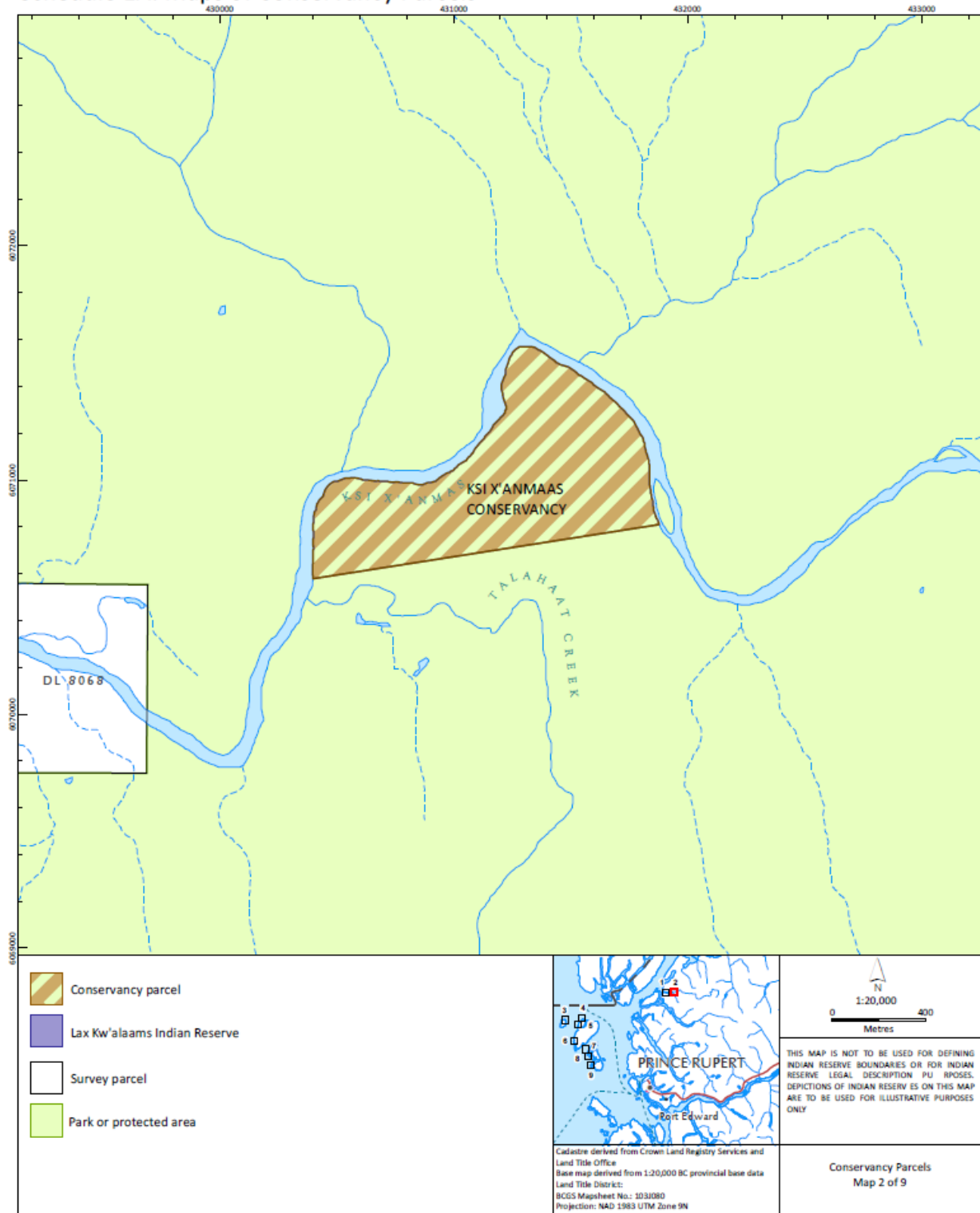
February 5, 2024



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Lax Kw'alaams – BC Phase 1 Land Reconciliation Agreement  
 Schedule 1A: Maps of Conservancy Parcels

February 5, 2024

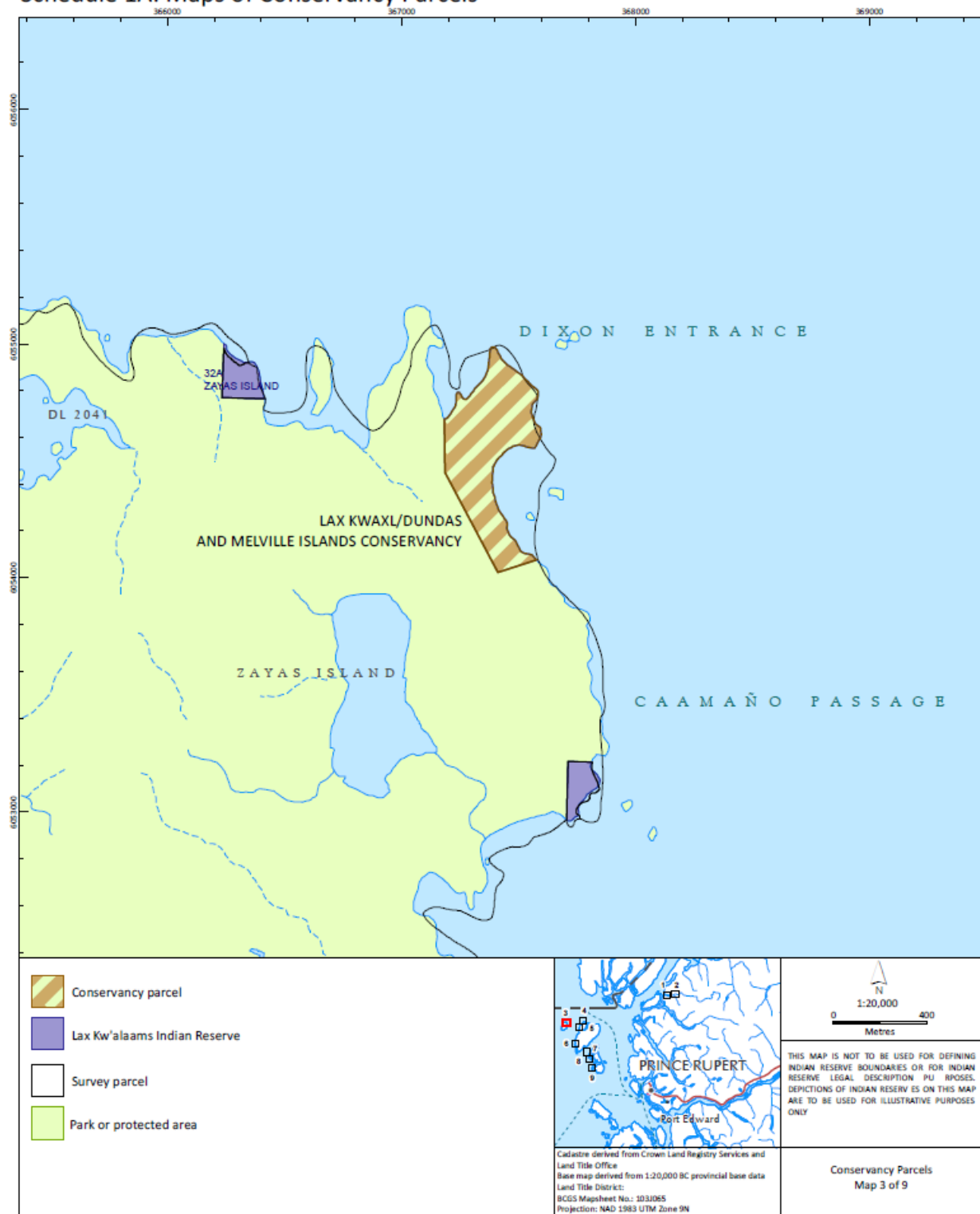


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Lax Kw'alaams – BC Phase 1 Land Reconciliation Agreement  
 Schedule 1A: Maps of Conservancy Parcels

February 5, 2024



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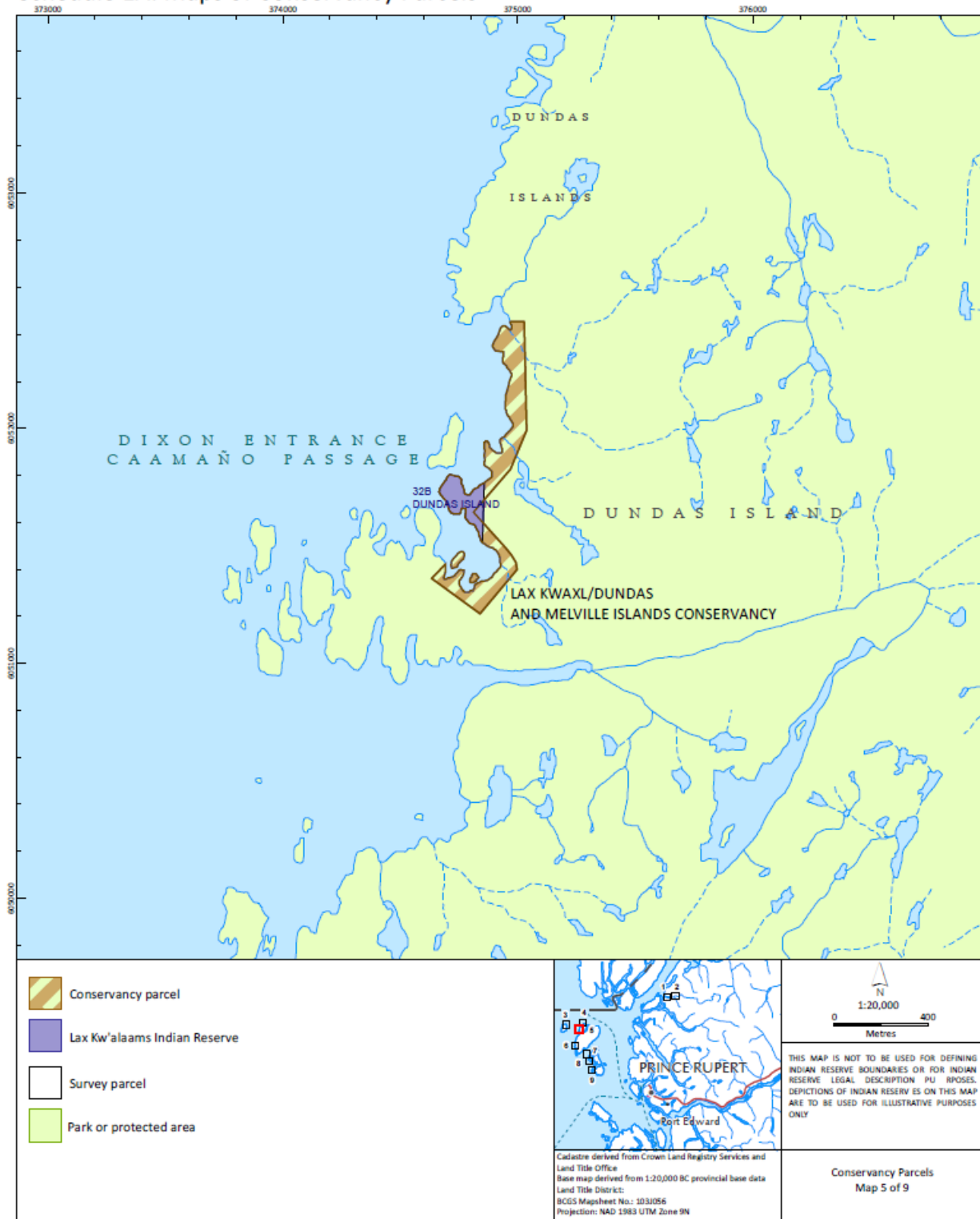
Lax Kw'alaams – BC Phase 1 Land Reconciliation Agreement  
 Schedule 1A: Maps of Conservancy Parcels

February 5, 2024



Lax Kw'alaams – BC Phase 1 Land Reconciliation Agreement  
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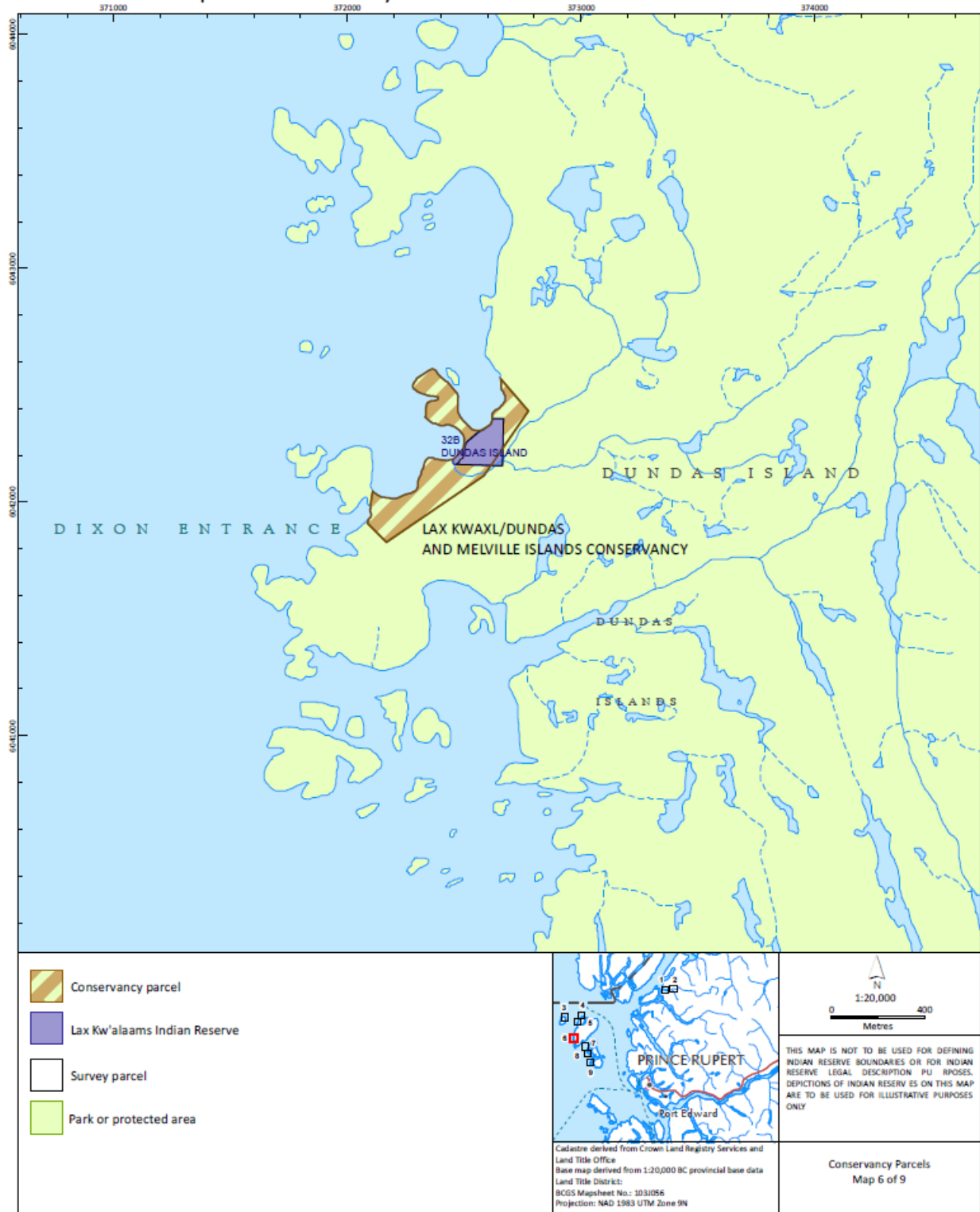
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Lax Kw'alaams – BC Phase 1 Land Reconciliation Agreement  
 Schedule 1A: Maps of Conservancy Parcels

February 5, 2024



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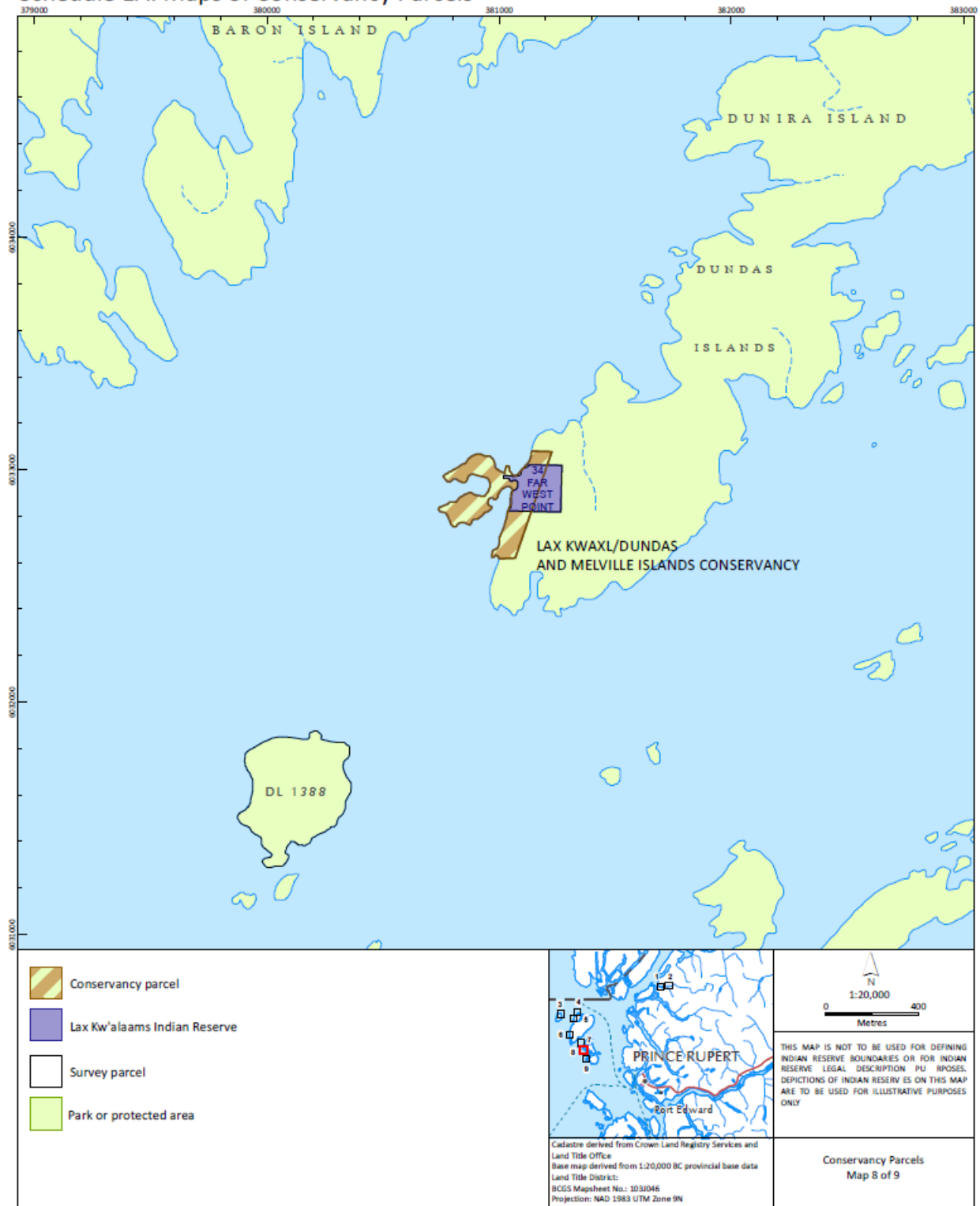
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February 5, 2024



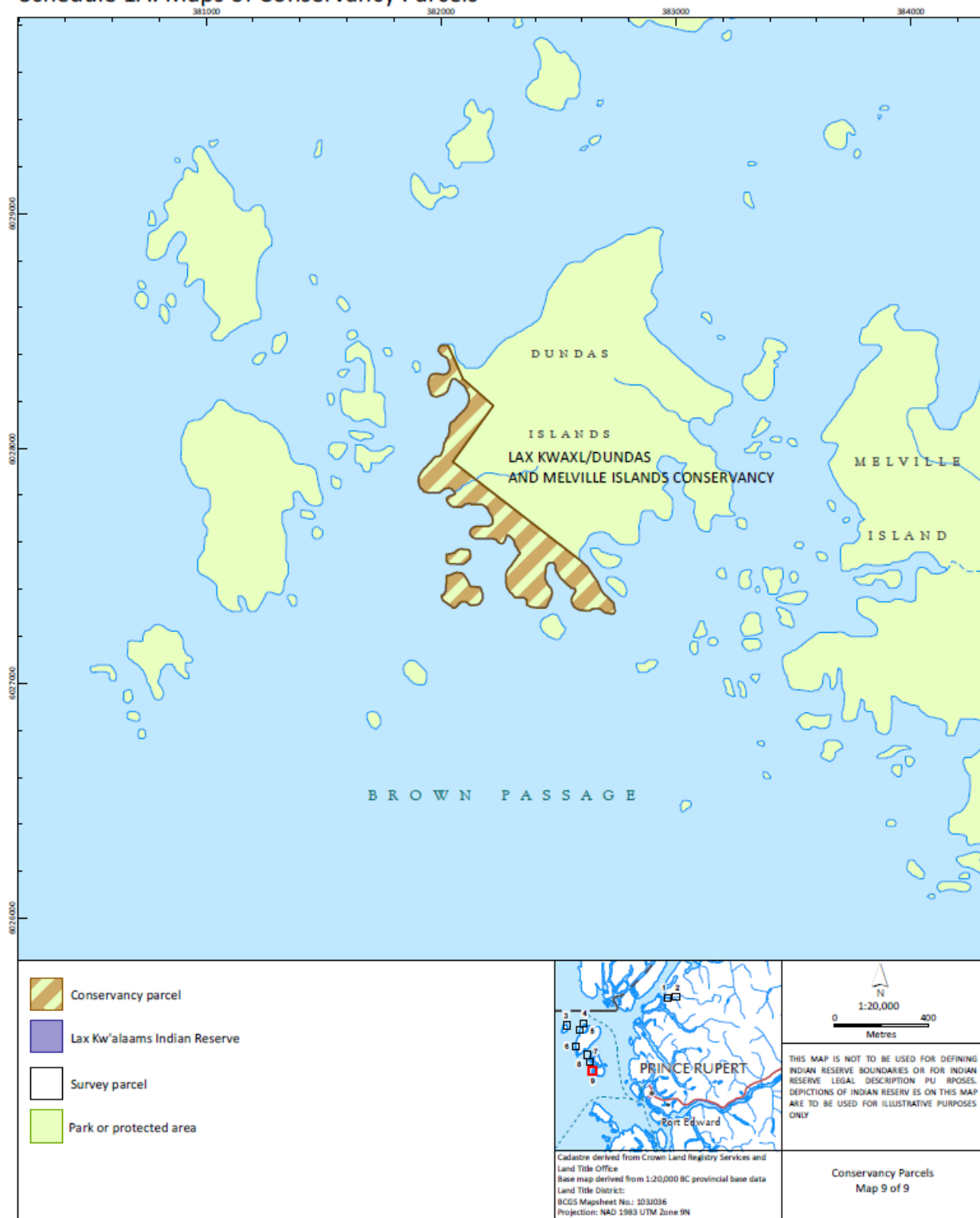
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 Schedule 1A: Maps of Conservancy Parcels

February 5, 2024



Lax Kw'alaams – BC Phase 1 Land Reconciliation Agreement  
 Schedule 1A: Maps of Conservancy Parcels

February 5, 2024



**Schedule “2” Part 1 – Permitted Encumbrances (For Discussion and Illustrative Purposes Only)**

<b>Permitted Encumbrances</b>
<p>all interests that encumbered or applied to the Parcel as of the Effective Date and any renewal or replacement of that interest by the Province</p> <p>all interests registered on title under the <i>Land Title Act</i> as of the Closing Date</p> <p>all subsisting exceptions and reservations of interests, rights, privileges and titles contained in any previous Crown Grant</p> <p>all exceptions and reservations contained in section 50(1) of the Land Act</p> <p>any conditional or final water license or substituted water license issued or given under the <i>Water Act</i>, or any prior enactment of the Province of British Columbia of like effect, and to the rights of the holder of it to enter on the land and to maintain, repair and operate any works permitted on the land under the license at the date of the crown grant</p> <p>all subsisting grants to, or subsisting rights of any person made or acquired under the <i>Mineral Tenure Act, Coal Act or Petroleum and Natural Gas Act</i> or under any prior or subsequent enactment of the Province of British Columbia of like effect</p> <p>all other liens, charges and encumbrances granted by the Province, with the prior written consent of Lax Kw’alaams prior to the Closing Date</p> <p>Lax Kw’alaams acknowledges that all existing interest holders and interests on the Parcels may not have been identified in this Schedule prior to the execution of this Agreement and that these unidentified interests continue on the Parcels</p>

**Schedule “2” Part 2 - Permitted Encumbrances-Interests Not Registered on Title (For Discussion and Illustrative Purposes Only)**

<b>Interests Not Registered on Title</b>
<p>Utility and local government Interests for hydro, telephone, cablevision, heating/natural gas, water infrastructure, storm drains, dykes and waste disposal/sewer continue on the Parcels shown in Schedule 1B.</p>



### **Schedule “3” - Designated Company Agreement**

This Agreement is dated for reference \_\_\_\_\_, 20\_\_.

#### **BETWEEN:**

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Indigenous 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 Lax Kw’alaams First Nation (“Lax Kw’alaams”) have entered into an agreement dated \_\_\_\_\_ (the “Lax Kw’alaams/British Columbia Phase 1 Land 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 of lands] (each, a “Parcel” and collectively, the “Parcels”)

- B. Lax Kw’alaams and the Designated Company have agreed that, as a condition of the transfer of the Parcels, 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 “Lax Kw’alaams” and any other capitalized terms used in this Agreement and defined in the Lax Kw’alaams/British Columbia Phase 1 Land Reconciliation Agreement will have the meaning given to those terms in the Lax Kw’alaams/British Columbia Phase 1 Land Reconciliation Agreement.

2. **Representations and Warranties.** The Designated Company represents and warrants that it is a “Designated Company” within the meaning of the Incremental Treaty Agreement and that 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.
3. **Lax Kw’alaams/British Columbia Phase 1 Land Reconciliation Agreement Binding.** The terms of the Lax Kw’alaams/British Columbia Phase 1 Land Reconciliation Agreement relating to the Parcels 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 Lax Kw’alaams/British Columbia Phase 1 Land Reconciliation Agreement, including, without limitation, those provisions of the Lax Kw’alaams/British Columbia Phase 1 Land Reconciliation Agreement relating to the condition of the Parcels (Article 7), the Reservations and Permitted Encumbrances (Article 8) and Other Covenants (Article 10).
4. **Environmental Condition of Parcels.** Without limiting the generality of the foregoing, 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 Parcels.
5. **Enforcement of Lax Kw’alaams/British Columbia Phase 1 Land Reconciliation Agreement.** The Province may, in its sole discretion, enforce any term or condition of the Lax Kw’alaams/British Columbia Phase 1 Land Reconciliation Agreement, including any obligation, covenant or indemnity of Lax Kw’alaams, against the Designated Company or Lax Kw’alaams or both of them.
6. **Legal Advice.** The Designated Company acknowledges that it has had full opportunity to review the terms and conditions of this Agreement and the Lax Kw’alaams/British Columbia Phase 1 Land Reconciliation Agreement, a copy of which is attached as Schedule A, and to seek independent legal advice with respect to their terms and conditions.
7. **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.
8. **Further Acts and Assurances.** 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.

9. **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.
10. **Successors.** This Agreement will enure to the benefit of and be binding on the Designated Company and its successors and the Province.
11. **No Admissions.** Nothing in this Agreement will be construed as an:
  - a) admission by the Province of the validity of any claim by Lax Kw'alaams to a specific treaty or aboriginal right or aboriginal title within the meaning of section 35 of the *Constitution Act, 1982*; or
  - b) acknowledgment by the Province that it has an obligation to provide financial or economic accommodation to Lax Kw'alaams.
12. **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. **No Fettering.** Nothing in this Agreement will be interpreted in a way that fetters the discretion given to any Provincial Official in an enactment.
14. **Amendment.** This Agreement may be amended from time to time by the Parties in writing.
15. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
16. **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.

Signed by the Designated Company as of \_\_\_\_\_, 20\_\_ by:

[Name of Company]

---

Per: Authorized Signatory

SIGNED on behalf of HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA by the Minister of Indigenous Relations and Reconciliation or the Minister's authorized representative as of \_\_\_\_\_, 20\_\_\_\_:

---

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

**Schedule "4" – 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 “5” - Consent of Lax Kw’alaams First Nation in relation to Property Transfer Tax Matters**

TO WHOM IT MAY CONCERN:

1. Article \_\_\_ of the Reconciliation Framework Agreement (the Agreement) between the Province of British Columbia and Lax Kw’alaams First Nation (“Lax Kw’alaams”), executed 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 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 of Designated Company] hereby
  - c. authorizes the Ministry of Finance and the Ministry of Indigenous 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\_\_.

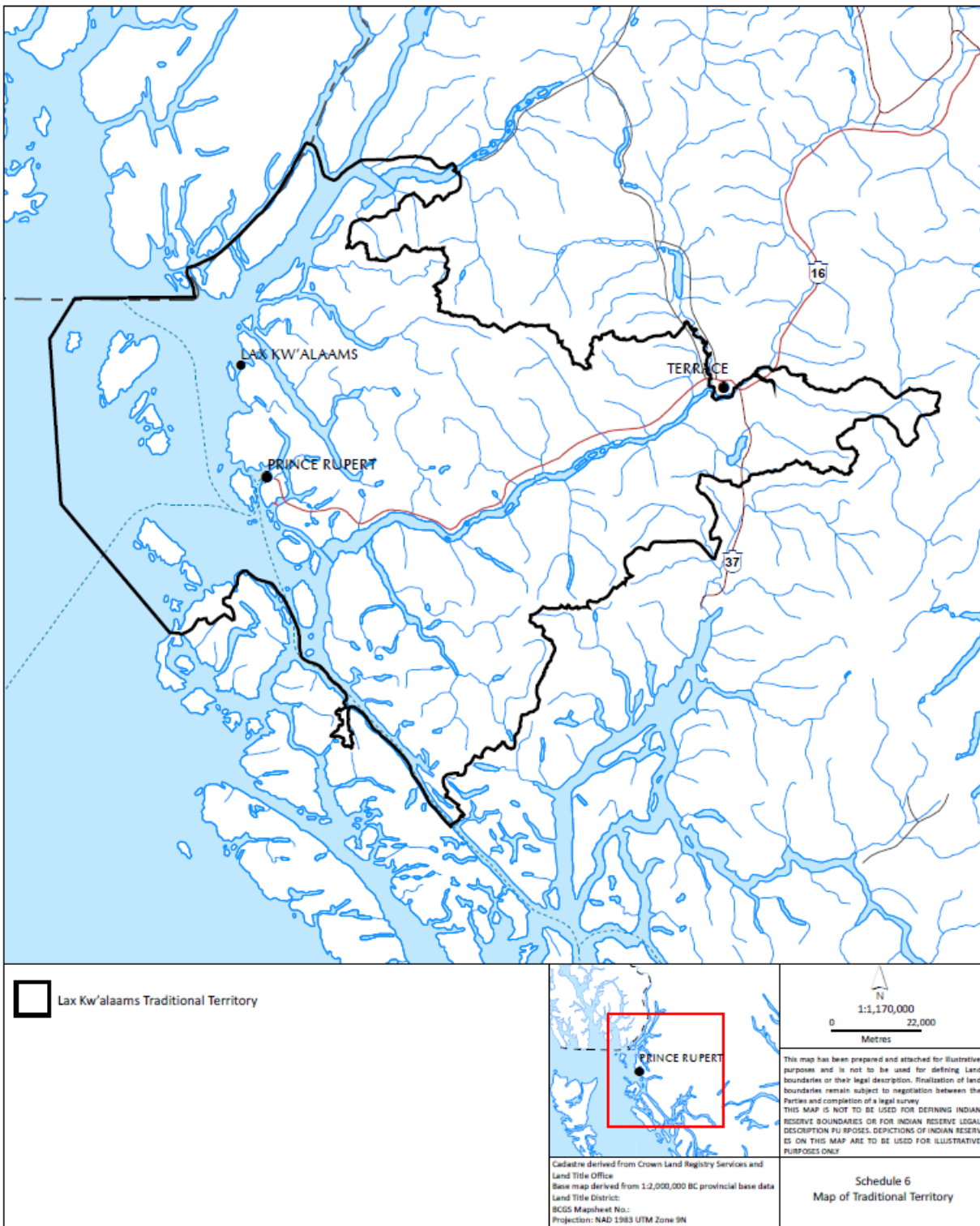
\_\_\_\_\_  
Signature of the duly authorized signatory for the [name of Designated Company]

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

# Schedule "6" – Map of Traditional Territory

Lax Kw'alaams – BC Phase 1 Land Reconciliation Agreement  
 Schedule 6

December 4, 2023



## **Schedule “7” – Schedule of Parcel Transfers**

Order of priority of Parcel transfers:

1. South Kaien Island Parcel,
2. North Ridley Island Road Parcel
3. Port Simpson Parcel,
4. Tsimshian Peninsula South Parcel,
5. Grassy Point South Parcel,
6. Spokwan Parcel,
7. Ksabasn Parcel,
8. Somerville Island North Parcel,
9. Somerville Island South Parcel,
10. Lakelse North Parcel, and
11. Lakelse-Skeena Parcel



**“Schedule 8” REPORTING REQUIREMENTS**

**1. Report of Activities and Expenditures (for each fiscal year)**

<b>ACTIVITIES AND EXPENDITURES FOR FISCAL YEAR 202X-202X</b>		
<b>ACTIVITIES</b>	<b>PLANNED EXPENDITURES</b>	<b>ACTUAL EXPENDITURES</b>

**2. Workplan**

<b>FISCAL YEAR</b>	<b>ACTIVITIES</b>	<b>PLANNED EXPENDITURES</b>
2025-2026		
2026-2027		
2027-2028		
2028-2029		