

**TE'MEXW TREATY ASSOCIATION TRIPARTITE NEGOTIATIONS  
AGREEMENT-IN-PRINCIPLE  
CROWN CORRIDORS AND ROADS CHAPTER  
MAY 2010**

Without Prejudice, For Discussion Purposes Only. Subject to Internal Review. This document represents the work of the Parties to date. It contains no admissions and is subject to change. It may not be tendered or relied upon in any Court or other proceeding. This Chapter is part of a working Agreement-in-Principle document. Any final Chapter in a Te'mexw First Nation Final Agreement should be read and understood in conjunction with the rest of that Final Agreement.

**CHAPTER 7 – CROWN CORRIDORS AND ROADS**

**DEFINITIONS**

In this Chapter:

**“British Columbia”** includes its agents, contractors, sub-contractors and other representatives;

**“Crown Corridors”** means the lands described in Appendix \_\_\_\_;

**“Gravel”** means gravel, cobble, pebble, random borrow materials, and sand;

*BC agreement subject to review of land parcels.*

**“Gravel Pit Development Plan”** means a written description of the development, use, and closure of a Gravel pit that contains information such as its location, size and extent, access roads, soil and Gravel descriptions, topographical and geotechnical mapping, developmental plans, anticipated volumes of Gravel extracted per time period, reporting and reclamation;

**“Te'mexw Member First Nation Roads”** means any road, including the road allowance, that forms part of Treaty Settlement Land that is owned by Te'mexw Member First Nations; and

**“Provincial Road”** means a road under the administration and control of British Columbia.

**CROWN CORRIDORS**

1. Crown Corridors will not be part of Treaty Settlement Lands and will be owned by British Columbia.
2. The Final Agreement will identify all Crown Corridors within Treaty Settlement Lands including their widths, in Appendix \_\_\_\_ of the Final Agreement.
3. British Columbia will Consult with the applicable Te'mexw Member First Nations regarding new uses or major road construction within Crown

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Corridors.

**ENTRY ON TREATY SETTLEMENT LANDS**

4. In addition to the provisions of the Access Chapter, British Columbia or any Public Utility, their employees, agents, contractors, or representatives may enter on Treaty Settlement Lands at no cost, except as provided for in paragraph 8, for the purpose of undertaking works, including:
  - a) constructing or repairing drainage works;
  - b) maintaining slope stability;
  - c) removing dangerous trees or other hazards;
  - d) as authorized by Te'mexw Member First Nations, constructing, or extending transmission or distribution works;
  - e) maintaining or repairing transmission or distribution works; or
  - f) carrying out vegetation management, as required for the protection, care, maintenance, or construction of road or Public Utility works on or adjacent to Treaty Settlement Lands.
5. Unless otherwise agreed, British Columbia or a Public Utility will provide reasonable notice of entry to Treaty Settlement Lands under paragraph 4 to the Te'mexw Member First Nation:
  - a) 30 days before or as early as reasonably possible before the entry if it is practicable to do so; or
  - b) as soon as practicable after the entry.
6. Where the party undertaking the work gives notice under paragraph 5, the Te'mexw Member First Nation, acting reasonably, may require the party undertaking the work to deliver a written work plan describing the effect and extent of the proposed work on Treaty Settlement Lands for approval. The Te'mexw Member First Nation may not unreasonably refuse to approve such plans.

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7. In undertaking works referred to in paragraph 6, the party undertaking the work will minimize the damage to, and time spent on, Treaty Settlement Lands.
8. The party undertaking the work will pay compensation for any interference with, or damage to, the applicable Treaty Settlement Lands resulting from the works undertaken by that party pursuant to paragraph 6, except where such interference or damage is attributable to the negligence or willful act of the owner of the applicable Treaty Settlement Land, or their employees, agents, contractors, or representatives.
9. British Columbia or the applicable Te'mexw Member First Nations may refer a disagreement between them in respect of compensation in paragraph 8 to be finally determined by arbitration under Stage 3 of the Dispute Resolution Chapter without having to proceed to Stage 2.
10. Notwithstanding any other provision of the Final Agreement, British Columbia or a Public Utility may undertake works and take steps on Treaty Settlement Lands that are urgently required in order to protect works constructed on Crown Corridors, or to protect persons or vehicles using Crown Corridors.
11. British Columbia or a Public Utility will, as soon as practicable, notify the affected Te'mexw Member First Nation in writing that it has undertaken works on its Treaty Settlement Lands under paragraph 10.
12. The Final Agreement will include provisions for Public Utility access to Treaty Settlement Lands, including provisions allowing a Public Utility to operate, maintain, replace, repair, upgrade or extend its works on Treaty Settlement Lands.

**CONSULTATION REGARDING TRAFFIC REGULATION**

13. Upon request of a Te'mexw Member First Nation, British Columbia will Consult with that Te'mexw Member First Nation with respect to existing regulation of traffic and transportation on a Crown Corridor that is adjacent to a settled area on its Treaty Settlement Lands.

**ACCESS AND SAFETY REGULATION**

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14. British Columbia will retain the authority to regulate all matters relating to:
  - a) the location and design of intersecting roads giving access to Crown Corridors from Treaty Settlement Lands, including:
    - i. regulating or requiring signs, signals, or other traffic control devices on Crown Corridors,
    - ii. regulating or requiring merging lanes, on ramps and off ramps, or
    - iii. requiring contributions to the cost of the matters referred to in subparagraphs 14a)i and 14a)ii; and
  - b) the height and location of structures on Treaty Settlement Lands immediately adjacent to Crown Corridors, only to the extent reasonably required to protect the safety of the users of Crown Corridors.
15. Subject to provincial requirements, including those set out in paragraph 14 British Columbia will not unreasonably deny a Te'mexw Member First Nation access to a Provincial Road from its Treaty Settlement Lands.
16. Subject to provisions of the Final Agreement, British Columbia will not zone or otherwise regulate land use on Treaty Settlement Lands adjacent to Crown Corridors.
17. Each Te'mexw Member First Nation will Consult with British Columbia on land use decisions relating to the development of its Treaty Settlement Lands adjacent to Crown Corridors.

**ROADS**

18. Provincial Roads will not be part of Treaty Settlement Lands and are owned by British Columbia.
19. Provincial Roads that are owned by British Columbia passing through or adjacent to Treaty Settlement Land will be maintained by the Province to a standard comparable to that of other roads in the vicinity.

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20. Roads on Te'mexw Public Lands will be Te'mexw Member First Nation Roads.
21. In accordance with the Access Chapter, each Te'mexw Member First Nation will allow public use of its Te'mexw Member First Nation Roads.
22. Each Te'mexw Member First Nation will be responsible for maintenance and repair of its Te'mexw Member First Nation Roads.
23. The doctrine of public dedication of roads, whether arising under common law or statute, will not apply on Treaty Settlement Lands.

**GRAVEL**

24. Each Te'mexw Member First Nation will have reasonable access at no cost, other than the cost of extraction, refinement, transportation, and, where appropriate, remediation to sufficient quantities of Gravel and related aggregate materials from existing Gravel on provincial Crown lands in the vicinity of its Treaty Settlement Lands to fulfill any obligations it may have to construct, maintain or repair roads or rights-of-way on its Treaty Settlement Lands.
25. British Columbia will have reasonable access at no cost, other than the cost of extraction, refinement, transportation, and, where appropriate, remediation to sufficient quantities of Gravel and related aggregate materials from existing Gravel on Treaty Settlement Lands. Gravel and related aggregate materials extracted from those sites will be used to fulfill any obligations British Columbia may have to construct, maintain or repair roads and public rights-of-way in the vicinity of the Treaty Settlement lands.
26. For greater certainty, British Columbia's rights under paragraph 25 are not intended to significantly affect any Te'mexw Member First Nation's ability to use gravel reserves situated on its existing reserves for commercial purposes.
27. The Final Agreement will contain provisions for Te'mexw Member First Nations and British Columbia to prepare Gravel Management Plans in respect of paragraphs 24 and 25 respectively, including remediation plans, if appropriate.