

**REAL PROPERTY TAX CO-ORDINATION AGREEMENT  
AMENDING AGREEMENT (No. 2)**

**Nisga'a Nation  
British Columbia**

**THIS AGREEMENT** dated for reference July 1, 2016.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** (“British Columbia”), as represented by the Minister of Aboriginal Relations and Reconciliation

OF THE FIRST PART

AND

**NISGA’A NATION** (“Nisga’a Nation”), as represented by the Nisga’a Lisims Government Executive

OF THE SECOND PART

(together, the “Parties”)

**WHEREAS:**

- A. The Parties wish to amend the Real Property Tax Co-ordination Agreement;
- B. Section 17.1 of the Real Property Tax Co-ordination Agreement provides that any amendment to that agreement must be in writing and executed by both Parties;

**NOW THEREFORE** in consideration of the premises and the covenants and agreements set out below, the Parties agree as follows:

## **1.0 DEFINITIONS**

1.1 In this Agreement:

“**Agreement**” means this Real Property Tax Co-ordination Agreement Amending Agreement (No. 2);

“**Agreement Date**” means the date first written above;

“**Real Property Tax Co-ordination Agreement**” means the agreement of that name between Her Majesty the Queen in right of the Province of British Columbia and the Nisga’a Nation, dated for reference July 31, 2014, as amended.

## 2.0 AMENDMENTS TO REAL PROPERTY TAX CO-ORDINATION AGREEMENT

2.1 Section 7.2(b) of the Real Property Tax Co-ordination Agreement is deleted and the following substituted:

- (b) an amount calculated in accordance with section 6(2)(b) of Order in Council 266/2016 (British Columbia). .

2.2 Section 3(1)(j) of Schedule "B" to the Real Property Tax Co-ordination Agreement is deleted and the following substituted:

- (j) a building owned by an incorporated institution of learning that is regularly giving children instruction accepted as equivalent to that given in a public school, and that is actually occupied and wholly in use by the incorporated institution for the purpose of giving the instruction, together with

- (i) the land on which the building stands, and

- (ii) an area of the land surrounding the land referred to in subparagraph (i) or improvements on the area of land, or both, that are owned by the incorporated institution and that are reasonably necessary for the purposes of the incorporated institution, including, without limiting this, the following areas of land and improvements:

- (A) playing fields, athletic grounds and facilities, playgrounds and improvements related to any of them;

- (B) storage, maintenance and administrative facilities;

- (C) dormitories for students;

- (D) parking lots, walkways and roads; .

2.3 Section 4(1)(j) of Schedule "B" the Real Property Tax Co-ordination Agreement is deleted and the following substituted:

- (j) in relation to a hospital referred to in section 3(1)(h), any area of land surrounding the exempt building;

- (j.1) in relation to land or improvements, or both, exempt under section 3(1)(j), any area of land surrounding the exempt land or improvements; .

